



# City Council Agenda

Thursday, September 12, 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**  
July 23, August 6, and August 8, 2024.

#### IV. **Presentations**

##### 1. **Presentation of the 2024 Jo Atwater Continuous Core Values Award. (Work Session)**

The Jo Atwater Continuous Core Values Award is the highest award presented to a City of Concord co-worker. Jo Atwater's life was synonymous with heartfelt service to others in our community and the highest dedication to our organizational core values. Jo Atwater worked for the City from 1994 until her passing in 2004. During this time, she became a respected friend and inspirational teammate to all co-workers. This award continues Jo's vibrant spirit and valued legacy by annually recognizing one co-worker that best embodies our organizational core values and commitment to serving others in the community.

##### 2. **Presentation of a Proclamation recognizing September 15 - October 15, 2024 as National Hispanic Heritage Month. (Work Session)**

##### 3. **Presentation of a Proclamation recognizing Saturday, October 5, 2024, as Concord International Festival Day. (Work Session)**

##### 4. **Presentation of a Proclamation recognizing the 50th Anniversary of Coltrane LIFE Center.**

##### 5. **Recognition of the City of Concord Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for period ending June 30, 2023. (Work Session)**

The City of Concord has participated in the Government Finance Officer's Association of the United States and Canada (GFOA) award program for many years and again has been successful in meeting the requirements for the Certificate of Achievement for Excellence in Financial Reporting for the period ending June 30, 2023. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. The City has received this award for 35 consecutive years.

##### 6. **Recognition of the City of Concord for receiving the ETC Institute's "Leading the Way" Award.**

This award was created to recognize local governments for outstanding achievement in the delivery of services to residents. The following three core areas are assessed on the ETC Institute's DirectionFinder Survey: 1) satisfaction with the overall quality of services; 2) satisfaction with customer service provided by employees; and 3) satisfaction with the value residents think

they receive for local taxes and fees. A maximum of 100 points are awarded in each of these areas. To rank in the top 10%, a City must have received a composite score of 210 or more. The City of Concord's composite rating was 225, which was 47 points above the average composite score of 178 for all cities in the US.

In addition to ranking in the top 10%, the City of Concord's ratings exceeded the national average by more than 20% in 17 additional areas as documented in the attached notification.

**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**

**E. Presentations of Petitions and Requests**

1. **Consider adopting a resolution of intent to schedule a public hearing on the matter of closing the right-of-way of an unopened alley running parallel to Corban Ave SE.**

The proposal includes the abandonment of the right-of-way for a +/- 55-foot long and +/- 15-foot wide portion of alley that runs behind 135 Corban Ave SE. This alley was originally part of the M.L. Widenhouse Subdivision which was platted in 1914. The alley was never opened and is unimproved.

Stanley Cranford and Debbie Langley, owners of 135 Corban Ave SE, filed the application. Harwards Realty & Insurance Co. owns the land on the other side of the alley. Each property owner will receive half of the portion of the alley being abandoned.

The General Statures require that the City post signs in two places along the right-of-way, send copies of the approved resolution of intent to all neighboring owners after adoption, and advertise in the newspaper once a week for four consecutive weeks. The notice requirement would allow the hearing to be conducted at the October 10, 2024 meeting.

**Recommendation:** Consider adopting a resolution of intent to set a public hearing for October 10, 2024.

2. **Consider awarding a bid to NC Quality Home Builders, LLC in the amount of \$278,638.50 to construct a new home located at 449 Cabarrus Avenue W.**

The City of Concord continues to focus on affordable housing with a proposed new home located at 449 Cabarrus Avenue W. This will complete the revitalization of Hawthorne Street SW and Cabarrus Avenue W.

This will be a three-bedroom, two and a half-bath home totaling 1,382 square feet. By using solar board roof sheathing which deflects the radiant heat of the sun, the house will stay cooler in the summer, thus reducing utility costs while prolonging the life of HVAC equipment. In addition, by sealing all the joints to prevent air leakage, the cost to operate the HVAC is reduced. High performance windows have been added along with a passive radon remediation system to prevent future issues for homeowners. Raised heel trusses are used to allow the full amount of attic insulation even over the outer walls. The appliances are all Energy Star rated and typically rated high in consumer reviews regarding minimal maintenance. Additional wall insulation has been added to further increase the energy efficiency of the home. These components work together to allow the home to be affordable long after the initial purchase.

Staff solicited bids from seven contractors. The first request only produced one bid so a rebid was required. The lowest responsible bid from the rebid process was from NC Quality Home Builders, LLC for \$278,638.50. Funding for the construction will come from the City's HOME funds.

**Recommendation:** Motion to award a bid to NC Quality Home Builders, LLC in the amount of \$278,638.50 to construct a new home located at 449 Cabarrus Avenue W.

**3. Consider adopting a resolution amending the City Manager's authority in items 1(a) and 2 to align with the North Carolina General Statutes and clarify language for contract change orders in item 1(f).**

Over the last several years, prices have continued to escalate which has caused projects and services that used to be considered small in nature to now exceed the City Manager's ability to approve contracts that pertain to everyday operations. In an effort to address this, staff has reviewed the North Carolina General Statutes (N.C.G.S.) to see where realignment of the City Manager's approvals may need to occur.

In reviewing the current resolution of the City Manager's approval authority, there are two items that do not align with the current State Statutes. The first item is item 1(a) which provides approval for the City Manager to execute and terminate contracts that involve formal bids for construction projects. The current approval limit is \$100,000. The State Statute allows a limit of \$500,000. The second item is item 2 which allows the City Manager to exempt Architectural, Engineering and Surveying Services from N.C.G.S provisions. The current approval limit is \$30,000. The State Statute allows a limit of less than \$50,000.

Also, in reviewing item 1(f), language needs to be added to clarify the City Manager's authority regarding change orders. Currently, this item is interpreted in a way that does not allow the City Manager/Staff to administer an approved contract without having to seek additional approvals from City Council to proceed with change orders that are over \$50,000 that may be funded by approved contingency funds. The revised language clarifies that the City Manager's approval authority is in reference to change orders that will increase the total amount of the contract by more than \$50,000. Any change orders that do not increase the total amount of the contract can proceed without Council approval.

**Recommendation:** Consider adopting a resolution amending the City Manager's authority in items 1(a) and 2 to align with the North Carolina General Statutes and clarify language for contract change orders in item 1(f).

**4. Consider authorizing the City Manager to negotiate and execute a sole source purchase contract with Timken Gears & Services Inc., for the purchase of a new gearbox for the carbon mixer at the Coddle Creek Water Treatment Plant in the amount of \$205,406.**

The existing carbon mixer gearbox is nearing the end of its useful life. This equipment is a critical element of the treatment process. Philadelphia Gear, the original gearbox manufacturer is now part of Timken Gears & Services. The gearbox needed is protected by intellectual property rights and is not available from any other vendors or suppliers. A change to a new manufacturer would require significant plant downtime and expensive modifications to make allow a different gearbox configuration. Once replaced, the existing gearbox will be rebuilt to allow a re-manufactured spare to be available in emergency situations.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Timken Gears & Services Inc. for the purchase of a new gearbox for the carbon mixer at the Coddle Creek Water Treatment Plant in the amount of \$205,406.

**5. Consider adopting a resolution in support of the NCDOT project for roadway lighting at the I-85 and Kannapolis Pkwy/George W Liles Pkwy interchange.**

North Carolina Department of Transportation (NCDOT) is proposing to modify the I-85 and Kannapolis Pkwy/George W Liles Pkwy interchange to install roadway lighting. NCDOT is asking for local municipal support from Concord and Kannapolis of this project and a commitment to provide some funding for the project before Spot Safety funds will be committed. The City of Kannapolis passed a resolution in support on August 26, 2024.

The project is estimated to cost around \$1,000,000. NCDOT will request Direct Allocation funds from the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) to cover 80% of the cost. The required 20% local match would be shared between NCDOT, Concord, and Kannapolis. The Concord share is estimated to equal \$67,000 from the Transportation Project Fund balance.

**Recommendation:** Motion to consider adopting a resolution in support of NCDOT project for roadway lighting at the I-85 and Kannapolis Pkwy/George W Liles Pkwy interchange.

## **6. Consider adopting a resolution granting temporary modification to the New Air Service Incentive Plan.**

In October 2021, the City Council adopted an updated New Air Service Incentive Program to promote Commercial Airline Service for Concord-Padgett Regional Airport.

The Federal Aviation Administration (FAA) updated its policy statement regarding incentives offered by airport sponsors to air carriers to promote new air service to an airport, including both new air carriers serving the airport and new destinations. The policy statement includes general principles to assess whether an airport sponsor's air carrier incentive program (ACIP) complies with the sponsor's FAA grant assurances. It also includes guidance on the permissibility of various specific aspects of an ACIP, as well as ACIP implementation, effective December 2023.

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal requirements included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97-248), as amended and re-codified at 49 U.S.C. 47101 *et seq.*, requires that the FAA obtain certain assurances from an airport sponsor as a condition of receiving an AIP grant. Several of these standard Grant Assurances relate to the extent to which an airport sponsor can provide incentives to an air carrier in return for new air service at the airport.

*Grant Assurance 24, Fee and Rental Structure:* Grant Assurance 24 generally requires that an airport sponsor maintain an airport rate structure that makes the airport as self-sustaining as possible. For purposes of planning and implementing an ACIP, the airport sponsor must assure that a marketing program to promote increases in air passenger service does not adversely affect the airport's self-sustainability and the existing resources needed for the operation and maintenance of the airport. The Policy regarding Airport Rates and Charges provides further guidance on compliance with Grant Assurance 24.

With the recent new routes announced by Avelo Airlines, Avelo has requested participation in the City's New Air Service Incentive Program for all six destinations. Based on FAA's updated policy, staff is recommending the following:

- Albany N.Y. (ALB) – 100% waiver of all fees for one month only - \$12,500 in marketing funding subject to verification of expenditures.
- Boston/Manchester, N.H. (MHT) – 100% waiver of all fees for one month only - \$12,500 in marketing funding subject to verification of expenditures.
- Hartford, CT (BIL) – 100% waiver of all fees for one month only - \$12,500 in marketing funding subject to verification of expenditures.



- Lakeland, FL (LAL) – Ineligible due to its proximity to St. Petersburg Airport (PIE) and Sanford, FL Airport (SFB) which is in direct competition with Allegiant Airline service to those markets. The ineligibility is consistent with FAA policy regarding New Air Service Incentive Program.
- Wilmington, D.E. (ILG) – 100% waiver of all fees for one month only - \$12,500 in marketing funding subject to verification of expenditures.
- Rochester, N.Y. (ROC) – 100% waiver of all fees for one month only - \$12,500 in marketing funding subject to verification of expenditures.

**Recommendation:** Motion to adopt a resolution granting a temporary modification to City's New Air Service Incentive Plan.

**7. Consider authorizing the City Manager to negotiate and execute contract with Anderson Airport Group LLC to provide gate management analysis for the Aviation Department at the Commercial Airline Terminal in the amount of \$96,000 annually.**

On July 24, 2024, Avelo Airlines announced it will expand its network at Concord-Padgett Regional Airport with six new nonstop routes. With the additional routes along with Allegiant Airlines existing routes, and Sun Country charters, the current configuration for Commercial Aircraft parking is limited. The existing Air Carrier Apron can handle three narrow body aircraft. Staff anticipates a significant increase in gate utilization in the coming months. To avoid potential conflicts, it is recommended that we utilize the services of Anderson Airport Group (AAG) LLC to offset any issues at the gates. With the proprietary software, AAG will assist the Aviation Department in meeting current and future demands at the gates as well as flow of passenger traffic through the security checkpoints. The cost for these services will be funded through CARES and eventually be recovered through the rates and charges model via the airline fees.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Anderson Airport Group LLC in the amount of \$96,000 and adopt a budget amendment for these services.

**8. Consider authorizing the City Manager to negotiate and execute Work Authorization 2403 with Talbert, Bright & Ellington, INC (TBE) to perform professional consulting services associated with the preparation of the Runway 02 Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems (EMAS) at the Concord-Padgett-Regional Airport (JQF).**

Federal Aviation Administration recommends the City evaluate the process outlined in FAA Order 5200.9, Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems (March 15, 2004). Questions to be answered include the following: What is the EMAS design aircraft; What length does the EMAS bed need to be to safely stop the design aircraft; What is the maximum feasible expenditure (cost) for improving the RSA; What are the life cycle costs of EMAS and non- EMAS alternatives for improving the RSA; What is the best financially feasible alternative for improving the RSA considering life cycle costs and other factors such as: (1) Implementing Declared Distances. (2) Displacing Runway 02 Threshold. (3) Extending Runway 02 ERSA by 400 feet and (4) Constructing an EMAS within the existing 600-foot ERSA.

The total cost for these professional services is not to exceed \$102,973.64. The funding for this project will be through a Bipartisan Infrastructure Law grant and the North Carolina Department of Aviation Improvement Program.

**Recommendation:** Motion authorize the City Manager to negotiate and execute Work Authorization 2403 with TBE to perform professional consulting services associated with the preparation of the Runway 02 Financial Feasibility and Equivalency of Runway Safety Area

Improvements and Engineered Material Arresting Systems (EMAS) at the Concord-Padgett-Regional Airport (JQF) in the amount not to exceed \$102,973.64 and adopt a budget amendment.

**9. Consider authorizing the City Manager to negotiate and execute Work Authorization 2304 with Talbert, Bright & Ellington, Inc. for planning and engineering services for the City of Concord at the Concord-Padgett Regional Airport.**

The Aviation Department has two projects that require professional engineering services. The first is a Category Exclusion (CATX) for the new Fire Station located between Hangar A and B. The CATX requirement is to ensure that potential future federal and/or State funding may be eligible for the fire station. The second project is Pen and Ink change for the Airport Layout Plan (ALP). Recent meetings with the Misty Wood Homeowners regarding the long-term strategy for General Aviation Development dictates the need to make changes to the ALP consistent with the Airport Master Plan. These changes to the ALP will require FAA approval.

The total budget for the Work Authorization is not to exceed \$20,000. Funding for the professional services will be through the Bipartisan Infrastructure Law (BIL) grant.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with TBE work authorization 2304 in the amount of not to exceed \$20,000 and adopt a budget amendment for these services.

**10. Consider authorizing the City Manager to negotiate and execute an agreement with Faith Group LLC for the development of Concept of Operations for an Airport Operations Center at Fire Station #6.**

City of Concord is constructing a new Fire Station at Concord-Padgett Regional Airport. Once the fire department has vacated the existing facility, the Aviation Department plans to convert that space into an Airport Operations Center and Airport Emergency Operations Center. To determine eligibility for Federal Aviation Administration funding, a development of Concept of Operations (CONOPS) is required. The cost for the Concept of Operations and Computer Aided Design Drawings is not to exceed \$36,500. The funding for the CONOPS is through Bipartisan Infrastructure Law grant.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute an agreement with Faith Group LLC in the amount not to exceed of \$36,500 and adopt a budget amendment.

**11. Consider authorizing the City Manager to negotiate and execute a change order with Sealand Contractors for up to \$645,791.**

The additional construction work in front of the Cabarrus County Courthouse was not included in the original existing contract for the Union Streetscape Project. Sealand Contractors has submitted a price to perform the work for \$645,791. Also, an additional 90 days will be added to the contract.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a change order with Sealand Contractors for up to \$645,791.

**12. Consider accepting preliminary application from Amelia Black to proceed the final application process to receive water and sewer.**

In accordance with City Code Chapter 62, Amelia Black has submitted a preliminary application to receive water and sewer service outside the City limits. The property is located at 618 Springbrook Ave, Concord NC. This parcel is zoned county RM-1 (Residential Medium) and is currently undeveloped. The applicant is planning on constructing a single family home. Water and sewer are available to the parcel and the parcel is contiguous to the City limit.

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

**13. Consider making appointments to the Concord United Committee (CUC) and to the Board of Adjustment (BOA).**

The CUC currently has two vacancies and the BOA has one. A small group consisting of the Mayor, Council Members Clay, Stocks, and McKenzie, the City Manager, the City Clerk, and the Planning and Neighborhood Development Services Director, met and reviewed applications on file. The recommended appointments have been provided to the City Council for review.

**Recommendation:** Motion to make appointments to the CUC and BOA.

**XII. Consent Agenda**

**A. Consider approving revised policies for Concord's Affirmative Marketing, Citizen Participation Plan and Section 3 Guidance.**

As an entitlement community and lead entity for the Cabarrus/Iredell/Rowan HOME Consortium, Concord is routinely monitored by HUD for compliance under both the CDBG and HOME programs. During a recent HUD training, variations were noted between Concord's Affirmative Marketing, Citizen Participation Plan and Section 3 Guidance relating to programmatic updates. The revised policies are now fully in compliance with HUD changes. All edits and corrections were guided by the area HUD representative.

**Recommendation:** Motion to approve revised policies for Concord's Affirmative Marketing, Citizen Participation Plan and Section 3 Guidance.

**B. Consider adopting a Resolution Authorizing the Fact of Representation by City Attorneys and Paralegals.**

The resolution will authorize City attorneys and paralegals to disclose the fact of representation under certain circumstances, including participation in professional organizations, by email signatures, the use of listservs, and disclosures under similar circumstances.

**Recommendation:** Motion to adopt a Resolution Authorizing the Fact of Representation by City Attorneys and Paralegals.

**C. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29.**

Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I -85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Bank of America Roval 400. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant may install the banners no earlier than September 23, 2024 and must remove the banners no later than October 18, 2024.

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

**D. Consider adopting an ordinance amending the City of Concord Code of Ordinances, Chapter 50, Streets, Sidewalks, and other Public Places, Article X Social Districts.**

The City of Concord's Social District ordinance was adopted on February 8, 2024, establishing a new Downtown Concord Social District effective August 1, 2024. An amendment has been made in the Ordinance to include "A wine shop permit issued pursuant to G.S. 18B-1010(16)" to the Permittee definition as well as an update to the Downtown Concord Social District map dated September 12, 2024 to include the Cabarrus Arts Council Building in the Social District.

**Recommendation:** Motion to adopt an ordinance amending the City of Concord Code of Ordinances, Chapter 50, Streets, Sidewalks, and other Public Places, Article X Social Districts.

**E. Consider authorizing the Parks & Recreation Department to apply for a grant from the NC Amateur Sports Association.**

The North Carolina Amateur Sports (NCAS) is a 501(c)(3) non-profit organization established in 1983. The Youth Sports Grant is available for any local government agency or 501(c)(3) nonprofit organization. Staff is requesting an approval in the amount not to exceed \$10,000, with no City match required. Grant proceeds would allow for Equipment and Facility Upgrades/Enhancements.

**Recommendation:** Motion to authorize the City Manager to permit the Parks & Recreation Department to apply for a grant from the NC Amateur Sports Association through its Youth Sports Grants for the amount not to exceed \$10,000.

**F. Consider authorizing the Concord Police Department to accept grant funding from the U.S. Department of Justice, Bureau of Justice Assistance.**

The grant money has been earmarked by the Byrne Discretionary Grant Program FY24 Project List for Rapid DNA for Investigations in the amount of \$188,000. The grant does not require a local match from the City. City Council authorized the Department to apply for this award at the May 2024 council meeting.

**Recommendation:** Motion to authorize the Concord Police Department to accept grant funding from the U.S. Department of Justice, Bureau of Justice Assistance.

**G. Consider adopting changes to the Concord Co-Sponsorship Policy.**

Recommended changes have been made to the City's Co -Sponsorship Policy, naming the office of Public Affairs as the main contact for co-sponsorship applications and requests.

**Recommendation:** Motion to adopt the proposed changes to the Concord Co-Sponsorship Policy.

**H. Consider approving the Rider Transit Public Transportation Agency Safety Plan Annual Update Review.**

The PTASP final rule (49 C.F.R. Part 673) intends to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems. It requires certain recipients and sub-recipients of FTA grants that operate public transportation to develop and implement safety plans that establish processes and procedures to support the implementation of Safety Management Systems (SMS). This requires approval from the Accountable Executive, Concord Kannapolis Transit Commission, Concord City Council, and Cabarrus Rowan MPO for annual reviews. Minor changes were made to language to account for new safety targets, new infection prevention measures and Operator assault data requirements to remain in compliance with PTASP final rule.

**Recommendation:** Motion to approve the Rider Transit Public Transportation Agency Safety Plan Annual Update Review.

**I. Consider authorizing the City Manager to negotiate and sign a contract with Model 1, utilizing the NCDOT Integrated Mobility Division (IMD) state contract for the purchase of**

**four (4) ADA accessible Ford Transit Vans for the Rider Transit system Fixed Route and ADA Paratransit services.**

These four new vehicles will replace four aging, less flexible and more expensive Light Transit Vehicles that have met their FTA Useful Life.

The funding for these vehicles is already included in the FY 25 Rider Transit budget at a cost of \$112,500 per vehicle or \$450,000 total. The actual cost of each vehicle will be \$106,652.76 for a total cost of \$426,611.04. FTA grant funding will cover 85% of the cost (\$362,619). The remaining 15% (\$63,992) will be split 50/50 between Concord and Kannapolis (\$31,996 each). The Concord Kannapolis Transit Commission (CKTC) approved this recommendation at their August 22, 2024 meeting.

**Recommendation:** Motion to authorize the City Manager to negotiate and sign a contract with Model 1 for four (4) replacement ADA Accessible Ford transit vans for a total cost of \$426,611.04.

**J. Consider accepting Dwight Pl. NW from NCDOT to the City of Concord.**

On March 14, 2024, City Council passed a resolution requesting the abandonment of Dwight Pl., SW (SR -1310) from US 29 to 3 residential roads on the City of Concord road network, Oakview Dr. SW, Harp Dr. SW, and Windswept Rd., SW. On July 10, 2024, the NCDOT Board of Transportation approved the requested abandonment from the State Highway System. On August 15, 2024, NCDOT sent a letter acknowledging such action.

**Recommendation:** Motion to accept Dwight Pl. NW from NCDOT to the City of Concord.

**K. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.**

In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Springs Business Park, Copperfield Blvd, Cabarrus County EMS HQ Easements, Lot #3 Afton Villiage, 95625 Axial Bonds Farm -Tract 2. Various utility easements and public rights-of-ways are offered by the owners.

**Recommendation:** Motion to accept the offer of dedication on the following plat and easements: Springs Business Park Copperfield Blvd, Cabarrus County EMS HQ Easements, Lot #3 Afton Villiage, 95625 Axial Bonds Farm -Tract 2.

**L. Consider approving an Encroachment Agreement for Dominion Energy to cross City of Concord's Sanitary Sewer Line Easement.**

Dominion Energy requests an encroachment into a City of Concord sewer easement to install new gas facilities that will cross perpendicularly the existing sewer line near the intersection of Branchview Drive SE and Corban Ave SE.

**Recommendation:** Motion to approve an Encroachment Agreement for Dominion Energy to cross City of Concord's Sanitary Sewer Line Easement.

**M. Consider approving a \$2,500 donation from the Mayor's Golf Tournament Fund to The Carolina Bears Youth Organization and to adopt a budget ordinance appropriating the donation.**

If approved, funds will be used to provide both Spring and Fall Football and Cheer programs that serve boys & girls ages 4-14 in Concord and Cabarrus County. The Organization's annual program participants consist of over 200 youth football players and approximately 40 Cheerleaders with over 80% of the children in this program being residents of Concord.

**Recommendation:** Motion to approve a \$2,500 donation from the Mayor's Golf Tournament Fund to The Carolina Bears Youth Organization and to adopt a budget ordinance appropriating the donation.

**N. Consider approving a \$2,500 donation from the Mayor's Golf Tournament Fund to Amazing Grace Advocacy and to adopt a budget ordinance appropriating the donation.**

The Amazing Grace Advocacy serves children ages 0-18 of Cabarrus County with disabilities, such as mental health disorders, autism, and intellectual disabilities, and their families to get connected to services, support in education and our community. The organization provides several youth programs throughout the year; including "Job and Life Skills, Four Factors of Wellness and Sibshops". If approved, funds will be used to offset the cost of these programs to the families. 80% of the children the organization serves reside in Concord.

**Recommendation:** Motion to approve a \$2,500 donation from the Mayor's Golf Tournament to Amazing Grace Advocacy and to adopt a budget ordinance appropriating the donation.

**O. Consider accepting the NCDOT NC Airport Improvement Program (NCAIP) FY25 grant in the amount of \$2,322,342 and a budget ordinance for the Concord-Padgett Regional Airport.**

According to the NCDOT NCAIP FY25 grant award letter, \$2,322,342 has been awarded to the Concord-Padgett Regional Airport. The budget ordinance is required to account for the funds coming in to cover the current projects.

**Recommendation:** Motion to accept the NCDOT NCAIP FY25 grant and the budget ordinance for the Concord-Padgett Regional Airport.

**P. Consider approval to budget transfer previously approved FY22 SLCGP grant funds in the amount of \$96,171 and approve the corresponding budget amendment.**

In FY24, the FY22 SLCGP grant funds were budgeted and approved, but no expenses were incurred and no reimbursements were received. Therefore, Information Technology is requesting a budget transfer to reallocate these unspent grant funds for the purchase of approved cybersecurity assets.

**Recommendation:** Motion to approve a budget transfer of previously approved SLCGP grant funds totaling \$96,171.

**Q. Consider approving the Bipartisan Infrastructure Law (BIL) grant application request for \$1,615,346.**

Per the BIL grant process, the airport is to submit an application request for BIL funds. The total amount to be requested is \$1,615,346 for current projects.

**Recommendation:** Motion to approve the BIL grant application request for \$1,615,346 in relation to the grant for the Concord-Padgett Regional Airport.

**R. Consider adopting an ordinance to amend the FY 2024/2025 Budget Ordinance for the General Fund to appropriate contingency funds to cover the cost of the new Vision Mission boards after adoption of the new Strategic Plan.**

The Vision Mission boards throughout City facilities needed to be updated after adoption of the new Strategic Plan. The attached budget ordinance appropriates contingency funds to cover the cost of these updated boards.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2024/2025 Budget Ordinance for the General Fund to appropriate contingency funds to cover the cost of the new Vision Mission boards after adoption of the new Strategic Plan.

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

The attached budget amendment moves funding from the Poplar Tent Trailhead Park to Dorton Park to fully fund all planned improvements at Dorton.

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

**T. Consider adopting a General Fund Capital Project Fund project budget amendment and an American Rescue Plan Fund grant project budget amendment.**

Staff is recommending that the remaining freed up General Fund dollars in the American Rescue Plan Fund from completed projects be transferred to the General Fund Capital Project Fund. These transferred funds will be made to complete needed AV Upgrades.

**Recommendation:** Motion to adopt a General Fund Capital Project Fund project budget amendment and an American Rescue Plan Fund grant project budget amendment.

**U. Consider adopting a General Capital Reserve Project ordinance to close completed transfers.**

Staff is requesting approval to close completed transfers for prior years.

**Recommendation:** Motion to adopt a General Capital Reserve Project ordinance to close completed transfers.

**V. Consider adopting a Capital Project ordinance amendment for the First Concord 2024 LOBS - Fire Station 6 Project.**

The attached budget ordinance adjusts the bond proceeds previously budgeted to the actual amount received at closing in July. The cost of issuance account budget is also being adjusted based on final numbers with the remaining balance going to the fire station 6 project account.

**Recommendation:** Motion to adopt a Capital Project ordinance amendment for the First Concord 2024 LOBS - Fire Station 6 Project.

**W. Consider adopting an ordinance to amend the Transportation Capital Project fund budget.**

The attached budget ordinance amendment adjusts the budget for final actuals as of 6/30/24 and appropriates the excess funds to future projects.

**Recommendation:** Motion to adopt an ordinance to amend the Transportation Capital Project fund budget.

**X. Consider amending the Rates and Charges Schedule for the Aviation Department to update the airport badging fees to align with the current Airport Security Program (ASP).**

This Rates and Charges Schedule change would increase the penalty for Non-Return of ID Card for the Non-SIDA badge to \$250 from the current penalty of \$25. This penalty is listed in the Airport Security Program (ASP) at \$250 so this change is actually a correction to the Rates and Charges schedule. Additionally, we are adding two new fees that are listed in the ASP as well. These new fees are a \$50 expired badge renewal fee which will be an additional charge to their badge renewal fee, and a badge reactivation fee of \$20 for the first offense and a subsequent \$10 fee for each

additional offense for badges that were deactivated due to non-compliance. Per the ASP, airport badge holders are required to renew their badges prior to the expiration date and comply with the rules set forth in the ASP. To encourage badge holders to remain in compliance and to renew their badges on time, we are proposing these new fees to go into effect October 1, 2024.

**Recommendation:** Motion to adopt the Rates and Charges Schedule airport badging fees update for the Aviation Department.

**Y. Consider adopting a resolution to approve the City of Concord's Local Water Supply Plan for 2023.**

The City's Local Water Supply Plan is updated each year. The submission deadline is in March. The State then reviews our data and approves the report mid calendar year. This year there is a new requirement for Council to adopt a resolution as part of the annual process once the data has been approved by the State. It is anticipated that this item will now come annually to Council to adopt.

**Recommendation:** Adopt a resolution to approve the City of Concord's Local Water Supply Plan.

**Z. Consider adopting a resolution to amend the Customer Service Policies and Procedures for Article 1.3, Authority; Article 1.4 Item 2, Scope; Article 1.6 Item 2, Application of This Policy.**

Staff is recommending that Council authorize the City Manager to approve future changes to this policy. This change would allow more frequent and timely updates. The attached resolution updates the relevant sections of the policy to reflect this change.

**Recommendation:** Motion to adopt a resolution to amend the Customer Service Policies and Procedures for Article 1.3, Authority; Article 1.4 Item 2, Scope; Article 1.6 Item 2, Application of This Policy.

**AA. Consider acceptance of the Tax Office reports for the month of July 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 July 2024.

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

**Recommendations:** Motion to approve the Tax releases/refunds for the month of July 2024.

**CC. Receive monthly report on status of investments as of July 31, 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:** Recommend motion to accept the monthly report on investments.

**XIII. 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.



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

7/26/2024

Kristin Roe  
Deputy Finance Director  
City of Concord, North Carolina

Dear Kristin:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2024 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

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

Michele Mark Levine  
Director, Technical Services



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Concord  
North Carolina**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2023

*Christopher P. Morill*

Executive Director/CEO



## ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061  
(913) 829-1215 FAX: (913) 829-1591

July 10, 2024

Lloyd Payne  
City Manager  
City of Concord  
35 Cabarrus Ave. W.  
Concord, NC 28025

**Subject: Leading the Way Award Winners – Summer 2024 Announcement**

Dear Mr. Payne,

On behalf of ETC Institute, I want to congratulate the City of Concord for winning our **Leading the Way Award**.

ETC Institute's "Leading the Way Award" was created to recognize local governments for outstanding achievement in the delivery of services to residents. Recipients of the award rank in the top 10% of all local governments in the United States with regard to their composite performance in the three core areas that are assessed on ETC Institute's DirectionFinder® Survey:

- satisfaction with the overall quality of services
- satisfaction with customer service provided by employees, and
- satisfaction with the value residents think they receive for local taxes and fees.

A maximum of 100 points are awarded in each of these areas based on the results of the survey. In order to rank in the "Top 10% of All Cities", a city must have received a composite score of 210 or more, which means the city scored an average of at least 70 points in all three areas. The threshold of 210 was established using the results of surveys from more than 450 communities that have participated in ETC Institute's DirectionFinder® Survey over the past two years. **The City of Concord's composite rating was 225 which was 47 points above the average composite score of 178 for all cities in the United States.**

**The City of Concord is truly setting the standard in many areas.** In addition to ranking in the top 10% for all cities in the United States, the City of Concord's ratings exceeded the national average by more than 20% for the 17 areas listed below and on the following page:

- Overall as a place to live
- City public safety education programs
- Bulk trash pickup/removal service
- Quality of City parks & rec programs & facilities
- Curbside recycling service
- Effectiveness of communication with the public
- Quality of trash, recycling & yard waste services
- Overall quality of local police protection
- Overall impression of the community

- Value for water & wastewater utility rates
- How quickly police respond to emergencies
- Leaf, yard waste & brush removal services
- Overall quality of City water & sewer utilities
- Quality of the City's stormwater management system
- Residential trash collection service
- How quickly fire personnel respond
- Overall as a place to raise children

Since 1999, ETC Institute's DirectionFinder® Survey has been administered to nearly 2.3 million residents in all 50 states. Although ETC Institute has provided "benchmarking" data that has allowed communities, like Concord, to compare their results with other communities for many years, ETC Institute did not formally recognize the top performers until 2020.

The crystal award that you are receiving weighs 11 pounds to represent the 11 cities that participated in ETC Institute's DirectionFinder® Survey the first year the survey was conducted in 2000.

More details about the Leading the Way Award, including the names of other award winners, are now available on our website at [etcinstitute.com](http://etcinstitute.com).

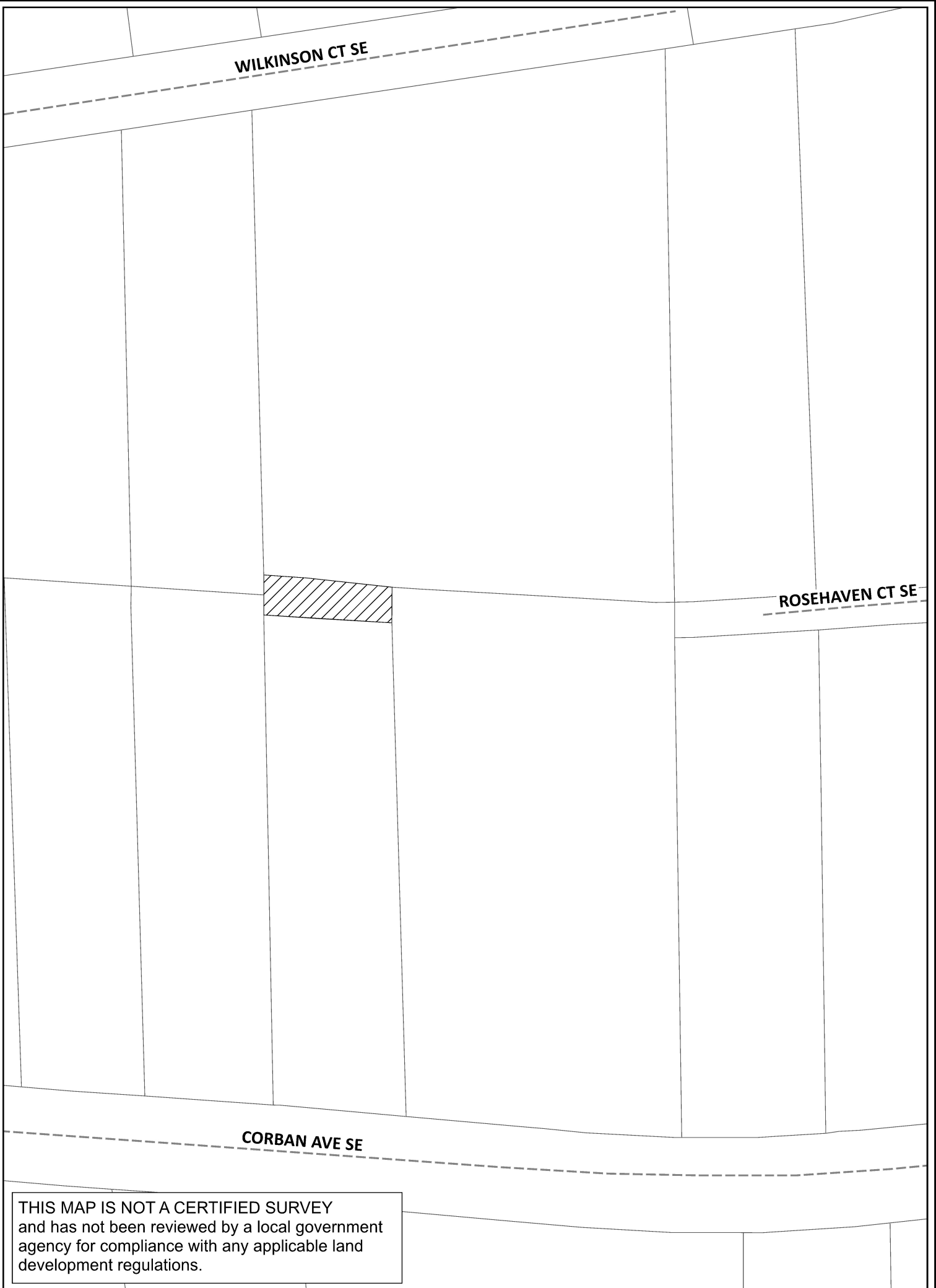
ETC Institute will feature the City of Concord as a winner of the award on our website and social media pages over the next few weeks. If you would like us to present the award virtually at a future meeting, we would be glad to do so. We can even provide a sample press release if needed.

**Once again, congratulations to you, the Mayor, the City Council, and all City staff for your outstanding achievements!**

Sincerely,



Christopher Tatham, CEO  
Chris.Tatham@etcinstitute.com  
913-669-6053



THIS MAP IS NOT A CERTIFIED SURVEY  
and has not been reviewed by a local government  
agency for compliance with any applicable land  
development regulations.



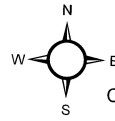
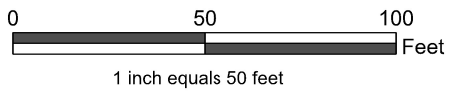
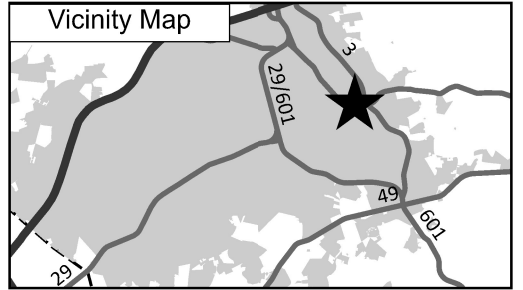
**Right-of-Way Closure**

**Rosehaven Ct SE  
Concord, NC**

Location: end of Rosehaven Ct SE  
Area: 0.019 acres

**Legend**

- Street Centerline
- Parcel Boundaries
- ▨ Right-of-way Closure Area



Coordinate System: NAD 1983 State Plane NC FIPS 3200  
Map prepared by City of Concord  
Planning & Neighborhood Development Department






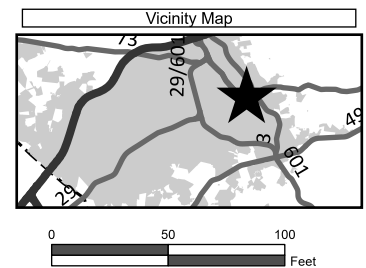
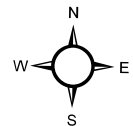
**Right-of-Way Closure**

**Rosehaven Ct SE  
Concord, NC**

Location: end of Rosehaven Ct SE  
Area: 0.019 acres

**Legend**

-  Street Centerline
-  Parcel Boundaries
-  Right-of-way Closure Area





RESOLUTION OF INTENT

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

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of an unopened portion of an alley parallel to Corban Avenue, SE as more specifically set forth below:

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

(1) A meeting will be held at 6:00 p.m. on the 10<sup>th</sup> day of October, 2024 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution on the closure of the area described as follows:

ALL that certain tract, and parcel of land lying and being in the City of Concord, Township No. 12, County of Cabarrus and state of North Carolina, being the remaining unclosed portion of an unnamed alley, being the portion located between Lots 6 & 17 and Lots 8 & 19 of the "Property of M.L. Widenhouse Subdivision", located generally on the northerly side of Corban Avenue S.E. as originally dedicated as public right-of-way on the "Property of M.L. Widenhouse Subdivision" as shown in Map Book 1, Page 36 of the Cabarrus County Register of deeds, being more particularly described as follows:

Commencing at a point in the Northerly line of Corban Avenue S.E. and the Southwest corner of Lot 7 of the "Property of M.L. Widenhouse Subdivision", thence;

- A. North 01 Degrees 00 Minutes 00 Seconds East along the west line of Lot 7 to a point on the Northwesterly corner of Lot 7 and place of Beginning, thence:
  - 1. In a Northerly direction, a distance of 15.00 feet, more or less, to a point on the Southwesterly corner of Lot 18 of the "Property of M.L. Widenhouse Subdivision", thence;
  - 2. South 83 degrees 45 minutes 00 Seconds East, a distance of 55.00 feet along the Southerly line of Lot 18 to a point on the Southeasterly corner of Lot 18, thence;
  - 3. In a Southerly direction, a distance of 15.00 feet, more or less, to a point on the Northeasterly Corner of Lot 7, thence;
  - 4. North 83 degrees 45 minutes 00 Seconds West, a distance of 55.00 feet along the Northerly line of Lot 7 to the Point and Place of Beginning.

Containing 821 square feet of land, more or less, or 0.019 acres, more or less.

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

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

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

Adopted this 12<sup>th</sup> day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch Mayor

ATTEST:

\_\_\_\_\_  
Kim Deason, Clerk

email: Stanjcranford@gmail.com



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

Applicant: STANLEY J CRANFORD / DEBBIE H. LANGLEY Date: 5/1/2024

Applicant's address: 135 CORBAN AVE SE CONCORD, NC 28025-3530

Applicant's telephone: Home: NONE Work: CELL 704-239-1444 / 704-239-1443

Location of right-of-way proposed for closure (name, paved, unpaved, etc.): ISOLATED BETWEEN TWO PREVIOUSLY DEEDED SECTIONS OF UNNAMED ALLEY LOCATED BETWEEN CORBAN AVE SE AND WILKINSON CT SE

List all adjoining property owners, other than applicant (use additional page, if necessary): Name: SEE ATTACHMENT Address: SEE ATTACHMENT

Reason for Petition for Closure of Right-of-Way: THIS IS AN ISOLATED SEGMENT OF UNPAVED, UNMAINTAINED ALLEY BETWEEN PREVIOUSLY DEEDED SEGMENTS. IT IS LOCATED ADJOINING OUR PROPERTY AT 135 CORBAN AVE AND THE STANDING MATURE PINE TREES ARE CAUSING ISSUES ON OUR PROPERTY.

Signature(s) of applicant(s): Stanley J Cranford Date: 5/1/2024 Debbie H. Langley Date: 5/1/2024

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

Please submit this application to the Planning & Neighborhood Development Department

Staff Use Only: Fee: Received by: Date:

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

CN-GIS-2024-000 02

## RESOLUTION

WHEREAS, the General Statutes provide for the creation of a council-manager form of government; and

WHEREAS, Concord is a council-manager form of government and considerable day-to-day executive authority is delegated to the City Manager; and

WHEREAS, among those delegated authorities are the power to execute certain contracts within strict limits set by Council and set forth herein; and

WHEREAS, N.C.G.S. 143-64.32 provides that the City may exempt certain Contracts from the requirements of the Mini-Brooks Act; and

WHEREAS, N.C.G.S. 160A-266(c) authorizes the Council to delegate the authority to dispose of surplus property to the City Manager; and

WHEREAS, N.C.G.S. 143-129(a) authorizes the City Council to delegate authority to the City Manager to award contracts, reject bids, re-advertise to receive bids for purchases of apparatus, supplies, materials, or equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord, North Carolina, does hereby approve the following:

1. The City Manager is hereby authorized to award and execute contracts, terminate contracts, reject bids, advertise to receive bids as provided in and pursuant to N.C.G.S. 143-129(a), except that the authority of the City Manager is limited as provided in (a) through (g) below. The City Manager may:

- (a) Approve, execute and terminate contracts involving informal bids of up to \$500,000 for construction projects budgeted in an annual budget ordinance as may from time to time be amended; and
- (b) Approve, execute and terminate maintenance contracts; and
- (c) Approve, execute and terminate leases of City real property that do not require advertising in a newspaper of general circulation; and
- (d) Approve, execute and terminate contracts for professional engineering services up to \$100,000.00; and
- (e) Approve, execute and terminate any professional service contracts (except as provided in (d) above; and
- (f) Approve and execute change orders to all approved contracts not to exceed \$50,000.00 in total change orders over the total amount of the previously approved contract amount; and
- (g) Approve, execute and terminate the purchase of apparatus, supplies, materials or equipment for all purchases that do not exceed \$90,000.00; and
- (h) Settle Worker's Compensation claims in an amount up to \$75,000 in value; and
- (i) Settle claims and litigation in an amount up to \$50,000 in value; and
- (j) Settle code enforcement penalty disputes and appeals up to \$40,000.00; and
- (k) Report on any settlements of claims and litigation at least quarterly.

2. The City Manager is authorized to exempt any project from the provisions of N.C.G.S. 143, Article 3D, Procurement of Architectural, Engineering and Surveying Services where the estimated professional fee for a specific project are estimated to be less than \$50,0000; and

3. The City Manager is authorized to dispose of surplus property under the informal procedures described in N.C.G.S. 160A-266(c) of up to \$30,000.00 in value; and

4. In the event that the City Manager incumbent on the date of adoption of this Resolution announces his resignation, resigns, announces his retirement, retires, becomes incapacitated and is unable to fulfill his responsibilities or delegates all of his responsibilities under this Resolution to another person for a continuous period of more than ten working days, the City Clerk shall place re-consideration of this Resolution on the agenda of the next regularly scheduled Council meeting; and

5. To the extent not previously cancelled, this Resolution supersedes and cancels all previous Council Resolutions on the subject of the City' Manager's authority.

6. This Resolution shall become effective immediately upon adoption.

Adopted this 12<sup>th</sup> day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

\_\_\_\_\_  
William C. Dusch, Mayor

\_\_\_\_\_  
Kim J. Deason, City Clerk

**QUOTATION**  
**Quote Number: 157641**  
**Quote Date: 8/1/2024**  
*Please reference this quote number on all correspondence*

Southeast Service Center  
 Timken Gears & Services Inc.  
 1242 24th Avenue  
 Hueytown, AL 35023

*We thank you for your inquiry and are pleased to offer this quote for your consideration.*


**To:** Coddle Creek Water Treatment Plant  
 6935 Davidson Hwy  
 Concord NC 28027  
 USA

**Attn:**  
 Phone:  
 Fax:  
 Email:

<b>Customer RFQ</b>	
<b>Quote Description</b>	
New enclosed drive - 3811S PTO	
<b>UNIT INFORMATION - if applicable</b>	
<b>Manufacturer:</b>	PG
<b>Size:</b>	3811S PTO
<b>Serial Number:</b>	
<b>Original Order:</b>	

<b>Sales Rep:</b>	Pinckard, Sean 1242 24th Avenue Hueytown, Alabama 35023 USA
<b>Phone:</b>	205-531-5268
<b>Fax:</b>	
<b>Email:</b>	s.pinckard@philagear.com
<b>Inside:</b>	Cleveland, Jeff 1242 24th Avenue Hueytown, AL 35023
<b>Phone:</b>	205-424-0442
<b>Fax:</b>	
<b>Email:</b>	jcleveland@philagear.com
<p><i>Credit card orders are subject to a 2.65% fee where allowable by law</i></p> <p><i>Visit us at <a href="http://www.philagear.com">www.philagear.com</a> to request free technical white papers.</i></p>	

Upgrade Options	Best-in-Industry Warranty
<p>Please contact your Philadelphia Gear representative to discuss how the upgrade options below can help you achieve your goal of reducing downtime and improving the dependability and production capacities of your equipment.</p> <ul style="list-style-type: none"> <li>Redesign or re-ratio gears to get higher horsepower ratings</li> <li>Add instrumentation to attain better condition monitoring</li> <li>Install CORE filters for cleaner lubricant and reduced wear</li> <li>Use GearLogic preservative for extended storage periods</li> <li>Upgrade to ground or case-hardened gears to achieve better ratings and extended life</li> </ul>	<p>Philadelphia Gear brand products are backed by the best material and workmanship warranty offered by any gear solution provider in the world.</p> <ul style="list-style-type: none"> <li>5 years on New Enclosed Drives</li> <li>3 years on Overhauled Drives and OEM Parts</li> <li>1 year on Onsite Technical Services</li> <li>Warranties apply to gearboxes regardless of the application</li> <li>State-of-the-art equipment and materials assures accuracy</li> <li>World-class engineering delivers optimal performance in the field</li> <li>Warranty backed by unparalleled design and manufacturing experience since 1892</li> </ul>

<i>Applicable Terms &amp; Conditions (see attached - subject to credit approval)</i>		
<b>Terms of Payment:</b> Credit Review	<b>Freight Payment:</b>	
<b>Shipping Via:</b>	<b>Quote Validity:</b> 21 Days	

E **Each Timken Power Systems Site Independently ISO 9001 Certified**

**QUOTATION**  
**Quote Number: 157641**  
**Quote Date: 8/1/2024**  
*Please reference this quote number on all correspondence*

Philadelphia Gear Special High Reliability Right Angle Vertical Mixer Drive rated in accordance with AGMA Design Standards

**Unit Scope of Supply:**

- \* Two stage, foot mounted unit configuration with horizontal input and vertical down output.
- \* Unit rated per AGMA latest edition to transmit up to 30 hp with 2.0 SF
- \* Unit efficiency is approximately 97.5%
- \* Unit to be rigidly fixed / coupled to mixer shaft with capacity for mixer operating loads.
- \* Equipped with precision single helical and hard finished spiral bevel gears, dynamically balanced.
- \* All shafts mounted on Timken precision, rolling element bearing assemblies with 50,000 hrs L-10 life.
- \* Housing to be an ASTM A-36 fabricated steel assembly, stress relieved and precision machined.
- \* Hollow output shaft configuration.
- \* Unit is equipped with a retainer slot provision on output shaft for securing customer supplied shaft locking device.
- \* Unit equipped with an internally ported splash lubrication system with greased output shaft bearings.

**Quality and Project Submittals:**

- \* ISO 9001 Certification.
- \* Quality and test plans (after receipt of order)
- \* Material chemical and heat treat certification for gear elements and torque transmitting shafts, with traceability to material batch
- \* Tooth contact check at final assembly, no-load spin test, and noise level check
- \* Test report (prior to shipment)

**Notes:**

- All materials, quality standards and workmanship to be per Philadelphia Gear's standard commercial practice for industrial drive applications.
- The unit in this offering is a high reliability PG design which has provided many years of service world wide.
- Philadelphia Gear makes this offering based on the assumption that the shaft system will be free of any critical speeds and harmful vibrations. It is the customer's responsibility to verify system balance and foundation support system integrity. PG will provide a reducer mass elastic summary for a systems analysis by others.
- The equipment in this offering will include suitable lifting / handling provisions for the combined motor and drive assembly. There are no special tools required other than those normally employed for the installation of equipment of this type.
- The scope of this offer includes only the reducer with scoop mounted drive motor. - Spare parts, lubricants, motor controls, any condition monitoring sensors, are not included as part of this offer but can be supplied at additional cost.

<i>Item</i>	<i>Part\Description</i>	<i>Qty</i>	<i>Net Price Each</i>	<i>Extended Price</i>	<i>Shipment / Lead Time</i>
1	<b>Part:</b> ED 157641-1 <b>Description:</b> Philadelphia Gear 3811SPTO	1	205,406.00	205,406.00	*see comments
<b>Comments:</b> *Delivery will be 26 weeks after receiving approval of data sheet. Allow 8-10 weeks for data sheet.					

NOTE: This quote is valid until 10/15/2024

---

*\* No tax exemption will be recognized unless a valid exemption certificate is provided*

**Quote Total US Dollars (Excludes Options): 205,406.00**

- For parts orders: On your purchase order please include the serial and order numbers that are found on the gearbox nameplate.
- To avoid delays, please provide tax exempt certification with your purchase order.

PLEASE NOTE: All Purchase Orders should be made to Timken Gears & Services Inc., which is the new legal entity of Philadelphia Gear.

# PHILADELPHIA GEAR STANDARD TERMS AND CONDITIONS OF SALE

## EXHIBIT A

**1. GOVERNING TERMS:** These terms and conditions and those stated in Seller's proposal, quotation or acknowledgement (hereinafter, "these Terms") shall exclusively govern the transaction(s) of sale of goods or services between Buyer and Seller. Notice of objection to any different or additional terms proposed by Buyer is hereby given and acceptance of Seller's offer or counteroffer by acknowledgement is expressly limited to these Terms, which may not be modified except in writing, executed by an officer of Seller.

**2. PRICES, PERMITS, TAXES AND EXPORT CONTROL:** Except as otherwise provided, prices in Seller's proposal or quotation are valid for 14 days, subject to correction of clerical errors and, on orders for repair or refurbishment, subject to change upon initial or detailed inspection of Buyer's equipment. In addition, material and fuel surcharges are not included and may be added based on material and fuel prices at the time of order. Further, due to market volatility, the pricing may be adjusted at time of shipment due to then applicable raw material and energy costs. Price lists of Seller and its suppliers are subject to change without notice and Seller reserves the right to apply prices in effect at order placement. All prices are exclusive of any and all taxes, duties or government fees Buyer shall obtain any labor or work permits required. If exemption from any tax, duty, fee or permit is claimed, Buyer shall promptly furnish Seller with proof of exemption satisfactory to Seller and the governing authority, and shall indemnify Seller against any cost or expense, including attorneys' fees, incurred as a result thereof. Minimum order value is \$500.00. Export Control: (a) Buyer represents and warrants that the product and services provided hereunder and the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce or other regulatory agencies, except in compliance with such Regulations, will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear weapons or missiles, or related applications and are not destined to any U.S. embargoed countries. Buyer agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Seller or the "direct product" thereof, except in compliance with such Regulations. (b) If applicable, Seller shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Buyer. Buyer shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this order by Seller. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this order may be canceled by Seller without liability of any kind resulting from such cancellation. (c) At Seller's request, Buyer shall provide to Seller an End-User Statement and/or Letter of Assurance in a form reasonably satisfactory to Seller, and within a reasonable time after inquiry or quote issuance but in no event later than order placement. If order acceptance is not acknowledged or, if once acknowledged, is thereafter revoked or modified by the appropriate authorities, this order may be canceled by Seller without liability of any kind resulting from such cancellation.

**3. SHIPMENT:** Unless otherwise mutually agreed, shipments shall be Ex Works and Buyer assumes all risk of loss or damage to goods in transit, but except to the extent of Seller's negligence. Buyer's exclusive remedy for shortage, loss or damage in transit shall be a claim against the carrier. In the absence of specific instructions, Seller reserves the right to ship all goods upon completion by the common or contract carrier of its choice.

**4. TIME FOR DELIVERY:** All shipping and delivery dates or schedules stated by Seller are approximate projections only. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ANY DELAY IN DELIVERY OF GOODS OR SERVICES.

**5. SELLER INSPECTION AND TESTS:** Seller's standard inspection and test procedures will be performed on its products before delivery when practicable and may be varied in its discretion. Buyer shall pay Seller reasonable additional charges for additional inspections or tests which Buyer requires Seller to perform, including any test or inspection required to be performed in the presence of a representative of Buyer. In the event of any delay on Buyer's part in attending any test or inspection, after three (3) days' advance notice by Seller of the scheduled time of test or inspection, it shall proceed in Buyer's absence and be deemed to have been in Buyer's presence.

**6. BUYER INSPECTION AND ACCEPTANCE:** Within ten (10) days after tender of delivery to or receipt by Buyer of any shipment, Buyer shall inform Seller in writing if the products are non-conforming, defective or short in any respect. Failure to so inform Seller or any use or installation of the products by Buyer shall constitute a conclusive waiver of any right of rejection or claim of shortage. Seller reserves the right of reinspection at delivery point or to require return shipment with freight prepaid by Buyer pending investigation of any claim. Non-conformities or defects, which do not impair satisfactory operation, shall not be cause for rejection. NO PRODUCTS, PARTS, OR COMPONENTS MAY BE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM SELLER.

**7. PAYMENT TERMS:** Progress payments are required on any order exceeding \$250,000. Payment shall be due thirty (30) days from date of invoice, which in the case of products shall be date of shipment or, if shipment is deferred, date of completion of manufacture. Overdue payments shall bear interest at the lesser of 1.5% per month or the maximum permitted by law. BUYER WAIVES ANY RIGHT OF SET-OFF AND SHALL MAKE NO DEDUCTIONS FROM PAYMENTS DUE TO SELLER OR FOR ANY DAMAGES OF ANY TYPE CLAIMED BY BUYER AGAINST SELLER. Retainage mandated by the end-user must be secured by Buyer's provision of an irrevocable standby Letter of Credit for 100% of the retainage. Extension of credit will be determined by Seller in its sole discretion. If, in Seller's judgment, Buyer's financial responsibility is or becomes impaired or unsatisfactory or if Buyer has failed or fails to perform, Seller shall have the right to demand and Buyer shall provide advance cash payment or security satisfactory to Seller and Seller may withhold shipment until receipt thereof or may cancel any orders.

**8. CHANGES:** Seller reserves the right to make any change, including but not limited to material or its designs, which is minor or an improvement, but bears no obligation to do so. Any change, specification, or other change requested by Buyer shall be made only as agreed to in writing by Seller. Additional cost (plus overhead and reasonable profit) arising from any Buyer change not accepted in writing by Seller may be claimed against Buyer, with payment due upon presentation. Acceptance of payment of the original price shall not waive any such claim.

**9. BUYER-FURNISHED PROPERTY:** Prices and deliveries of products for which the Buyer furnishes components, castings or other materials, patterns or tools are based on timely receipt of Buyer-furnished property free from defects and within specifications, including quantity, condition, metallurgical alloy, hardness, machinability and dimensionality. If defects are found in Buyer-furnished property, all expenses incurred prior to discovery of the defect shall be borne by Buyer. Seller reserves the right to impose additional charges, including for repair of minor defects. Seller's responsibility for Buyer-furnished property is limited solely to loss or damage caused by Seller's active negligence and Buyer assumes all other risks of loss. Buyer's exclusive remedy and Seller's liability shall be limited to replacement or repair of Buyer-furnished property, or receipt of credit for the out-of-pocket costs thereof issued at the sole option of Seller. In its order, Buyer shall indicate how Seller shall dispose of any equipment, tools, leftover parts, or other property provided to Seller by Buyer. Where Buyer does not so indicate in its order, and unless otherwise agreed to in writing, any equipment, tools, leftover parts, or other property provided to Seller by Buyer is, after thirty (30) days from invoice date, subject to disposition at Seller's discretion. Such disposition can include return of the property to Buyer, sale of the property for Seller's account, or such other disposition as determined solely by Seller.

**10. PRODUCT AND SERVICE STANDARDS:** The standards of the American Gear Manufacturers Association will be used where applicable in the manufacture of gears and gear units. Products of Seller's design and original manufacture will comply with applicable United States government occupational safety, noise, environmental, health and sanitation standards. Buyer is solely responsible for compliance of the products and their operation with any other laws, codes, rules or regulations, and for all necessary precautions and protections to insure the safety of persons when Seller's products are used by Buyer or others. Onsite Technical Service (OTS) work shall be professional and comply with industry standard.

**11. LIMITED WARRANTY:** Provided Buyer has made timely payment, Seller warrants only that products, parts and components of its manufacture or design and its services shall, at the time of shipment, be of merchantable quality and free from defects in material, workmanship and fabrication for the following periods: (i) FIVE YEARS from the date of shipment for new enclosed drives, (ii) THREE YEARS from the date of shipment on overhauled drives and OEM parts, and (iii) ONE YEAR from the date of the applicable service for OTS. The applicable period(s) may be identified by line item on the front of this document. Where it is not so identified, Seller, upon request, shall provide written notice stating which period applies. With respect to equipment furnished by Buyer for repair or refurbishment, this warranty extends solely to labor and new parts or components manufactured by Seller or to its specifications. This warranty applies only if the following conditions are met: (a) The product is protected by Buyer from the elements, including as prescribed by Seller, and in accordance with normal use, due care and consideration for all foreseeable environmental conditions. (b) The product is properly installed, operated, maintained, inspected and lubricated, including in strict accordance with Seller's manuals or instructions. (c) The system of connected rotating parts is compatible, free from critical speed, torsional or other types of vibration or stresses, no matter how induced, and is operated within the specified operating speed range. Buyer bears exclusive responsibility for system analysis for compliance with these requirements. (d) The transmitted load, imposed torsional, thrust and overhung loads are within the capacity limits for which the product was sold, including as specified by Seller. Buyer's exclusive remedy and Seller's obligations under this warranty shall be limited to repair or replacement by Seller of the work, product, components or parts proving defective or damaged, or receipt of credit in lieu of repair or replacement issued at

Seller's sole option. Seller shall not be responsible for the cost of removal or reinstallation of products for inspection, replacement or repair. Seller's liability under this warranty shall under no circumstances exceed the purchase price of the product or that portion of the price allocable to defective or damaged parts or components. Failure of Buyer to submit any warranty claim within the applicable warranty period shall constitute an acknowledgement that the products sold are in every respect as warranted. Materials exposed to chemical or reactive processes are not warranted against corrosion or deterioration. Seller assumes no responsibility for the suitability, accuracy or reliability of materials, components, design conditions, specification, data or other items supplied, selected or furnished by Buyer. This warranty shall not apply to work or products of Seller which have been: repaired or altered by other than authorized representatives of Seller; subject to misuse, negligence or accident; or exposed to torsional vibration, critical resonant speeds or misalignment as installed by Buyer or others. Work, parts or components made by others are warranted only to the extent of the warranty to Seller by the manufacturer or supplier, and to the extent it is permitted to do so, Seller assigns such warranty to Buyer and Seller reserves the right to refer Buyer to the manufacturer or supplier for its exclusive remedy if such work, parts or components prove defective. Re-used or re-tooled parts or components are not warranted. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**12. INSURANCE:** Seller shall provide such insurance as is reasonable and customary for the work being provided and that is generally consistent with the coverage that Seller has provided to other customers for which it has performed similar work.

**13. SUBCONTRACTING:** In providing the work or products hereunder, Seller may need to subcontract the same to third parties.

**14. ONSITE TECHNICAL SERVICE (OTS):** A. Seller shall provide technical advice and assistance only. Buyer shall furnish all supervision, labor, materials, tools or utilities required for work on the equipment. Use of "supervision," "supervise" or like words by Seller or Buyer shall not mean that Seller is to control the adequacy or performance of the work. Persons not directly employed by Seller shall not be deemed its employees or agents of Seller for any purpose. B. Should Buyer use or request an employee of Seller to act as leadman, foreman or supervisor, they shall become Buyer's employee for whom Buyer shall be fully liable. Buyer shall indemnify and hold Seller harmless from any claims arising out of such activities. C. Work by Seller on used equipment will be performed in a workmanlike manner to the extent reasonably possible, considering its condition, age, design, exposure to wear, and damage. Seller assumes no liability for the fitness, suitability or performance of such equipment or of any equipment if any work thereon is or was performed under the direction of Buyer or others. D. Seller may provide to Buyer a report concerning the work performed, condition of the equipment or any related matter, which is solely to assist Buyer and neither means or implies that Seller has examined all or approves of any aspects, details or conditions of the job site, equipment, installation or other item. Seller shall have no liability resulting from any such reports or use thereof.

**15. REPAIR AND REFURBISHMENT ORDERS:** Repair or refurbishment by Seller shall not imply that Buyer equipment, parts or components conform to as-new assembly or performance conditions or tolerances or meet any requirement that the equipment was not originally designed and manufactured to meet. On repair orders, Seller shall have no obligations, responsibility or liability for inspection or performance of any work, replacement or repair beyond that which is specifically directed by Buyer and confirmed by Seller. On refurbishment orders, Seller shall not be responsible for latent or other defects or deficiencies in Buyer's equipment. The scope of work, pricing and recommendations of Seller in any proposal or quotation are subject to change upon inspection or disassembly of Buyer's equipment. Failure of Buyer to follow the recommendations or instructions of Seller for repair or refurbishment voids any warranty.

**16. DEFERRED DELIVERY:** Buyer may not defer delivery beyond the projected shipment date without the written consent of Seller. Buyer requests to defer delivery of products completed or in process are subject to payment of the value of work performed, additional work required, storage charges and any taxes levied on Seller due to possession. Buyer requests to defer delivery of products not yet in process are further subject to price increases for labor, material, component parts and overhead.

**17. PROPRIETARY RIGHTS:** All designs, configurations, drawings, specifications, means and methods of manufacture or fabrication, technical data or engineering information, including that supplied to Buyer by Seller shall be and remain the sole and exclusive property of Seller, notwithstanding any engineering charges to Buyer, are subject to return at Seller's request, and shall not, without Seller's written consent, be disclosed to others or used by Buyer for purposes other than the transaction with Seller. Seller reserves all proprietary and intellectual property rights in any changes, modifications or improvements to products, including of Buyer's design or specification. Transfer of proprietary rights of Seller must be made in writing, executed by an officer of Seller.

**18. CANCELLATION:** Orders may not be cancelled or terminated by Buyer without the written consent of Seller and are subject to payment of Seller's costs, expense or loss, including overhead and anticipated profit.

**19. FORCE MAJUERE:** Seller shall not be liable for any loss, damage, expense, cost, product failure, cover, non-performance, delay or breach caused or occasioned by acts of God or any governmental authority, labor disputes (including lockouts), unusual weather conditions, fire, flood, accident, unavailability of materials or components or late delivery thereof, boycott, embargo, insurrection, riot, civil disturbance, war, exposure to conditions or processes not specified by Seller, or any other cause which is beyond Seller's reasonable control.

**20. WAIVER:** No waiver by Seller of any breach of these Terms shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or a waiver of these Terms.

**21. LIMITATION OF LIABILITY:** Seller's liability to Buyer on any claim or cause of action of any kind in contract, tort or otherwise, for any losses, costs, damages, expense, statutory violation, fine or penalty, loss of use, non-performance, exercise of cover or any breach or fault by Seller whatsoever, shall be limited to the purchase price paid by Buyer for the portion of the products or services allocable to the part, component or work out of which the claim arose. Under no circumstances shall Seller be liable for any special, incidental or consequential damages, including without limitation, the cost of removal or reinstallation of Seller's products.

**22. DISPUTES:** At the sole and exclusive election of Seller, any claim or controversy arising out of or relating to the transaction(s) between Seller and Buyer shall be settled by arbitration administered by the American Arbitration Association ("AAA") and judgment on the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The arbitrator(s) shall be entitled to award the charges of the arbitrator(s) and the AAA to the prevailing party. Exclusive venue shall be Philadelphia, Pennsylvania for any arbitration and Montgomery County, Pennsylvania for any court proceedings and Buyer waives any defenses or objections to venue and jurisdiction in Pennsylvania.

**23. GOVERNING LAW, LIMITATION PERIOD AND FEES:** These Terms and the transaction between Buyer and Seller shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules. No claim by Buyer for breach of contract or warranty shall be asserted in any court or arbitration proceeding after one year from the date the cause of action accrues. Seller shall be entitled to recover its reasonable attorneys' fees incurred in connection with collection of all or a portion of the purchase price and/or reasonable additional charges from Buyer.

**24. FLOWDOWN AND NO OTHER REPRESENTATIONS:** Applicable prime contract terms and conditions, as well as any flowdown for government orders, are, to the extent designated by Seller at any time, incorporated by reference. There are no understandings, agreements, representations or warranties, either written or oral, relative to the goods that are not fully expressed in these Terms, which supersede and cancel any previous understanding or agreement between the parties with respect to the subject matter of the order. Any subsequent representation made by any person, including distributors, dealers, employees and representatives of Seller, which is inconsistent with or adds to these Terms shall not be binding on Seller unless approved in writing by an officer of Seller.

P229 Rev.11 (7/21)



# TIMKEN

**Michael Abele**

Contracts Manager

T 610-337-5689

M 484-238-2254

[m.abele@philagear.com](mailto:m.abele@philagear.com)

July 30, 2024

Timken Gears & Services Inc.  
935 First Avenue, Suite 200  
King of Prussia, PA 19406 USA

Coddle Creek Water Treatment Plant  
6935 Davidson Hwy  
Concord NC 28027 USA  
Attention: Mr. Mike Filkins / [filkinsm@ConcordNC.gov](mailto:filkinsm@ConcordNC.gov)

Re: Quote #157641 (the "Quote")

Dear Mr. Filkins:

In connection with the Quote and its included goods and services for which we developed or acquired intellectual property, please accept this letter as certification by Timken Gears & Services Inc., including its Philadelphia Gear® brand ("PG"), that we have proprietary information and designs as part of the goods and services included in the Quote.

Where we own such proprietary information and designs, we do not provide to third parties access and a right to use this information. As a result, PG is the sole source for OEM parts and services for such goods and services included in the Quote.

Please let me know of any questions on the above or if you need anything further.

Sincerely,

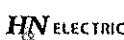
*Michael Abele*

Michael Abele

Contracts Manager

cc: S. Pinckard, E. Rushing, C. Swartz, R. Wilson

Timken Power Systems



**RESOLUTION IN SUPPORT OF  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PROJECT FOR ROADWAY LIGHTING AT THE I-85 AND KANNAPOLIS  
PKWY/GEORGE W LILES PKWY INTERCHANGE**

**WHEREAS**, the North Carolina Department of Transportation (hereinafter "NCDOT") is proposing to modify the I-85 and Kannapolis Pkwy/George W Liles Pkwy interchange to install roadway lighting (hereinafter referred to as the "Project"); and

**WHEREAS**, Spot Safety funds will be requested for this Project; and

**WHEREAS**, NCDOT is asking for local municipal support of this project and a commitment to provide some funding for the project before Spot Safety funds will be committed; and

**WHEREAS**, NCDOT has notified the City of Concord (hereinafter the 'City') of the Project, and has requested that the City submit a resolution expressing its views on the same; and

**WHEREAS**, the City, acting through its City Council in regular session assembled on the 12<sup>th</sup> day of September 2024, has expressed its support of and commitment of funds towards the Project and has voted to adopt this Resolution evidencing the same, all in compliance with the requirements of N.C.G.S. 136-11.1;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Concord, City Council does hereby express its support of the Project as set forth hereinabove.

**BE IT FURTHER RESOLVED** that the City of Concord, City Council authorizes its Mayor and the Clerk to the Council to sign this Resolution and attach the City seal thereto, and to forward a copy of the same to NCDOT

Adopted this 12<sup>th</sup> day of September 2024, by the City of Concord, City Council.

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William Dusch, Mayor

Attest:

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Kim Deason, City Clerk

CONCORD-PADGETT REGIONAL AIRPORT  
NEW AIR SERVICE INCENTIVE PROGRAM  
2021

Program Overview

The Airport's new air service incentive program is available to FAA Part 121 air carriers with DOT approval to provide scheduled domestic air service. Air carriers operating under FAA Part 135 or FAA Part 380 are not eligible for the Airport's new air service incentive program.

The program is limited to additional new destinations, not currently flown by the incumbent airline. The following city pair destinations and airports are not eligible for any Airport incentives.

City	Airport(s)
Orlando	MCO and SFB
Tampa/St. Pete	TPA and PIE
Fort Myers/Punta Gorda	RSW and PGD
Fort Lauderdale	FLL
Sarasota	SRQ
West Palm Beach	PBI
New Orleans	MSY and NEW
Fort Walton Beach	VPS

The program includes two types of incentives: per turn charge waivers and marketing support. The program incentives are based on the frequency and seasonality of city pair service.

Year-Round Service, Minimum Six Frequencies per Week for 26 weeks: Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for 6 months of service
- \$50,000 in marketing funding for the first 6 months

Year-Round Service, Less Than Daily service, Less Than Six Frequencies per Week for 26 weeks: Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for 6 months of service
- \$25,000 in marketing funding for the first 6 months

Seasonal Service, Less Than Daily service, Less Than Six Frequencies per Week for 26 weeks: Service operated continually for at least 13 weeks of 26 weeks during the first 6 months of service.

- 100% waiver of all per turn airport use charges for one season of service
- \$20,000 in marketing funding for the first 6 months

Short Seasonal Service, Less Than Daily service, Less Than Six Frequencies per Week for 12 weeks:

Service operated continually for at least 48 weeks of 52 weeks during the first 24 months of service.

- 100% waiver of all per turn airport use charges for one season of service
- \$10,000 in marketing funding for the first 6 months

Definitions

“Per turn charges” include all airline cost for landing fees, ramp use, baggage claim use, and all common use space in the airline terminal.

“ Destination” is defined as any airport without current scheduled non-stop flights to and from Concord-Padgett Regional Airport.

#### Incentive Terms

Marketing cash can either be spent by the Airport to promote the service, or spent directly by the carrier and reimbursed upon receipt of actual ad placement invoices.

All advertising must mention, specifically, Concord-Padgett Regional Airport, the airline and the new destination.

The Airport reserves the right to approve advertising placed by the carrier.



## **Anderson Airport Group LLC**

**Lee Anderson, President**

### **Proposal of Service for Concord-Padgett Regional Airport (JQF)**

#### **Introduction to Anderson Airport Group**

Anderson Airport Group is an Alexandria, Virginia based small business aviation consultancy focused on helping airports navigate complex capacity challenges through highly tailored solutions. Our goal with every client is to optimize airport infrastructure in ways that not only solve capacity constraint issues, but also maximize traffic and revenue. With a deep well of experience in both slot coordination and airline relationship management, Anderson Airport Group is well positioned to help Concord-Padgett Regional Airport with its capacity planning needs.

From LGA and JFK to LAX, Anderson Airport Group's breadth and expertise at facilitating airports with capacity constraints is vast. With direct relationships with both Allegiant and Avelo, Anderson Airport Group could ensure that Concord-Padgett Regional Airport is well positioned to maximize the use of the airport infrastructure while ensuring that passengers and airlines experience the operational reliability they expect and deserve.

#### **What Anderson Airport Group Would Provide To JQF**

- A live dynamic Dashboard displaying all scheduled operations by scheduling season. The Dashboard displays flight operations, destinations, aircraft types, passenger flows and much more. The Dashboard would be accessible to as many users as authorized by the airport.
- A schedule facilitation program that would ensure minimum operational requirements are met (Ground time rules, aircraft separation, passenger flows).
- Allocation and monitoring of gate assignments on behalf of JQF using IATA and ACI best practices.
- On-demand assistance with any airline relationship matters and required schedule adjustments.
- Consistent monitoring of schedules to ensure sustainable growth that is operationally feasible for Concord-Padgett.
- Multiple in-person trainings for JQF staff on gate management and airline scheduling best practices.
- Assistance with any air service development matters, if relevant to schedule feasibility.
- Analysis of Allegiant schedules using our exclusive Allegiant schedule translator tool.

## **Anderson Airport Group Fixed Cost Fees**

The fixed fee for Concord-Padgett Regional Airport would be \$96,000 per year, billed monthly. Provided in this cost is all travel to JQF for training and support, all software licensing fees, and all labor in support of the airport. No other fees would apply. This rate is guaranteed for three years. Our fees cost significantly less than hiring employees directly, yet we always become an integral part of the team ready to assist your airport with a variety of schedule facilitation, gating and airline relationship needs.

## **Proposed Staffing**

### **Lee Anderson, *Project Manager***

Lee Anderson has extensive experience and expertise in airport capacity management and operational resiliency. As an independent slot coordinator on behalf of the FAA, Lee allocated air traffic capacity in the nation's most congested airspaces such as New York City, Chicago and Los Angeles. A member of the Worldwide Airport Slot Coordinator Group and trained in IATA/ACI airport capacity and slot best practices, Lee assists airports with navigating difficult capacity matters with the highest degree of trust, fairness and transparency.

Lee would be the Project Manager for Concord-Padgett Regional Airport's ongoing program to allocate capacity and monitor passenger flows. Lee would provide regular in-person and virtual training and briefing to Airport personnel. Additionally, Lee's deep relationships with more than 100 airlines could help assist JQF with building an operational-reliable commercial program that maximizes the potential of the airport. Recently named to the Worldwide Airport Slot Board Secretariat, Lee holds a Master's degree in Public Policy and Public Administration from American University and graduated *cum laude* from Haverford College in Pennsylvania.

### **Jan De Decker, *Software Support***

Jan De Decker serves as Director of Operations for PDC A/S, the global leader in airport capacity software and is the former slot coordinator for Brussels International Airport (BRU). PDC is a provider of operational and capacity/slot software that Anderson Airport Group utilizes to provide airports with customized and real-time capacity solutions. Jan would directly support Anderson Airport Group's work at JQF via software support and training. PDC software is used by more than 400 airports worldwide to allocate gate and terminal capacity.

## **References for Anderson Airport Group**

Steven Thody, CEO of New York JFK Terminal 6 and 7: [sthody@vantagegroup.com](mailto:sthody@vantagegroup.com)

Klaudia FitzGerald, COO of New York LGA Terminal B:  
[Klaudia.FitzGerald@laguardiaiab.com](mailto:Klaudia.FitzGerald@laguardiaiab.com)

Al Meilus, Manager of the Federal Aviation Administration Slot and Capacity Analysis Office:  
[Al.Meilus@faa.gov](mailto:Al.Meilus@faa.gov)

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
680-4406000	Retained Earnings Appr	981,848	885,848	<96,000>
<b>Total</b>				<b>&lt;96,000&gt;</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5194000	Contract Services	708,830	804,830	96,000
<b>Total</b>				<b>96,000</b>

Reason: The cost of a Concord Padgett Regional Airport Gate Management Analysis for the Aviation Department at the Commercial Airline Terminal. This item will be covered by CARES funds reimbursement that were transferred to Aviation Operations in FY23.

Adopted this 12th day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2403  
RUNWAY 02 SECTION 5200.9 COMPLIANCE  
August 28, 2024  
PROJECT NO.: 2203-2403**

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

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**Scope of Services:** Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposes to perform professional consulting services associated with the preparation of the Runway 02 Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems (EMAS) at the Concord-Padgett-Regional Airport (JQF).

The purpose of this effort is to provide the Federal Aviation Administration (FAA), at the request of the City of Concord, an analysis at JQF of:

- Runway 02 extended runway safety area (ERSA) improvement alternatives including improvements that use an Engineered Material Arresting System (EMAS)
- Determining the maximum financially feasible cost for the ERSA improvements

This analysis would be in accordance with the requirements for the evaluation process outlined in FAA Order 5200.9 – *Financial Feasibility and Equivalency of Runway Safety Area Improvements and Engineered Material Arresting Systems* (March 15, 2004). Questions to be answered include:

- What is the EMAS design aircraft?
- What length does the EMAS bed need to be to safely stop the design aircraft?
- What is the maximum feasible expenditure (cost) for improving the RSA?
- What are the life cycle costs of EMAS and non-EMAS alternatives for improving the RSA?
- What is the best financially feasible alternative for improving the RSA considering life cycle costs and other factors?
  - Implementing Declared Distances
  - Displacing the Runway 02 Threshold
  - Extending Runway 02 ERSA by 400 feet
  - Constructing an EMAS within the existing 600-foot ERSA



**Time Schedule:**

As agreed, upon by both parties.

**Deliverables for the Basic Services will be as follows:**

The Consultant shall provide a written report as referenced above.

**Special Services**

**Task 1 – Preliminary Performance and Cost Estimates for An Engineered Material Arresting System (EMAS)**

Configuration of EMASMAXR Engineered Material Arresting System (EMAS) for Runway 02 (Numbered End)/Runway 20 (Departure End)

**- Runway Safe**

**Not-to-Exceed \$59,000.00**

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The fuel farm expansion (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$43,973.64**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$59,000.00**. The total value of this Work Authorization shall not exceed **\$102,973.64** without additional authorization.

**CITY OF CONCORD:**

**TALBERT, BRIGHT & ELLINGTON, INC.:**

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

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

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Charles Brian Salyers, P.E.

*SEAL*

*SEAL*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Jessica Jones, Director of Finance

EXHIBIT 'A'

**SUMMARY OF FEES**

**RUNWAY 02 SECTION 5200.9 COMPLIANCE**

CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
FAA PROJECT NO: TBD  
CLIENT PROJECT NO: TBD  
TBE PROJECT NO: 2203-2403

August 28, 2024

DESCRIPTION	ESTIMATED
<b>BASIC ENGINEERING SERVICES</b>	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 43,723.64
	<hr/>
SUBTOTAL	\$ 43,723.64
EXPENSES	\$ 250.00
	<hr/>
TOTAL	\$ 43,973.64
SUBCONSULTANTS	\$ 59,000.00
	<hr/>
TOTAL	\$ 102,973.64

**EXHIBIT 'A'**

**MANHOUR ESTIMATE**

**RUNWAY 02 SECTION 5200.9 COMPLIANCE**  
**CONCORD-PADGETT REGIONAL AIRPORT**  
**CONCORD, NORTH CAROLINA**  
**FAA PROJECT NO: TBD**  
**CLIENT PROJECT NO: TBD**  
**TBE PROJECT NO: 2203-2403**

August 28, 2024  
**PROJECT FORMULATION/DEVELOPMENT PHASE (01)**

<u>DESCRIPTION</u>	<u>PRIN</u>	<u>SPM</u>	<u>PM</u>	<u>PMA4</u>	<u>PMA3</u>	<u>SP</u>	<u>E5</u>	<u>E3</u>	<u>E2</u>	<u>E1</u>	<u>T5</u>	<u>AD5</u>	<u>AD3</u>
Preliminary project review w/ Owner	2	0	4	0	0	0	0	4	0	0	0	0	0
Prepare FAA preapplication	0	0	2	0	0	0	0	2	0	0	0	0	0
Coordinate with FAA/Owner	2	0	4	0	0	0	0	0	0	0	0	0	0
Develop project scope/contract/revisions	2	0	4	2	0	0	0	0	0	0	0	0	0
Coordinate with subconsultants	4	0	8	4	0	0	0	8	0	0	0	0	0
Project meetings	2	0	4	2	0	0	0	4	0	0	0	0	0
Determine project approach	2	0	4	0	0	0	0	4	0	0	0	0	0
Develop preliminary estimates	0	0	4	0	0	0	4	8	0	0	4	0	0
Prepare Section 5200.9 Compliance Report	6	0	26	2	0	16	2	6	0	0	2	0	0
<b>MANHOUR TOTAL</b>	<b>20</b>	<b>0</b>	<b>60</b>	<b>10</b>	<b>0</b>	<b>16</b>	<b>6</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>

**DIRECT LABOR EXPENSES:**

<u>CLASSIFICATION</u>		<u>BILL</u>		<u>ESTIMATED</u>	
		<u>RATE</u>	<u>MHRS</u>	<u>COST</u>	
Principal	PRIN	\$ 106	20	\$ 2,120	
Senior Project Manager	SPM	\$ 84	-	\$ -	
Project Manager	PM	\$ 70	60	\$ 4,200	
Project Manager's Assist. IV	PMA4	\$ 48	10	\$ 480	
Project Manager's Assist. III	PMA3	\$ 46	-	\$ -	
Senior Planner	SP	\$ 59	16	\$ 944	
Engineer V	E5	\$ 61	6	\$ 366	
Engineer III	E3	\$ 51	36	\$ 1,836	
Engineer II	E2	\$ 41	-	\$ -	
Engineer I	E1	\$ 34	-	\$ -	
Technician V	T5	\$ 48	6	\$ 288	
Admin. Assistant V	AD5	\$ 46	-	\$ -	
Admin. Assistant III	AD3	\$ 21	-	\$ -	
	Total		154		
<b>SUBTOTAL</b>				<b>\$ 10,234.00</b>	
Apply Multiplier of:				3.849	
Overhead Subtotal:				<b>\$ 39,390.67</b>	
Profit:		11%		<b>\$ 4,332.97</b>	
<b>TOTAL</b>				<b>\$ 43,723.64</b>	

**DIRECT EXPENSES:**

<u>EXPENSE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT RATE</u>	<u>ESTIMATED</u>	
			<u>UNITS</u>	<u>COST</u>
Telephone	LS	\$ 25.00	1	\$ 25.00
DHEC permitting	LS	\$ 1,000.00	0	\$ -
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 75.00	1	\$ 75.00
Travel	LS	\$ 150.00	1	\$ 150.00
<b>SUBTOTAL</b>				<b>\$ 250.00</b>

**SUBCONTRACTED SERVICES:**

<u>EXPENSE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT RATE</u>	<u>ESTIMATED</u>	
			<u>UNITS</u>	<u>COST</u>
RUNWAY SAFE GROUP	LS	\$ 59,000.00	1	\$ 59,000.00
	LS	\$ -	1	\$ -
<b>SUBTOTAL</b>				<b>\$ 59,000.00</b>

**TOTAL PROJECT FORMULATION/DEVELOPMENT PHASE (01):** **\$ 102,973.64**

EXHIBIT 'A'



August 22, 2024

TALBERT, BRIGHT & ELLINGTON  
107 Westpark Boulevard, Suite 135  
Columbia, South Carolina 29210

Attention: Judy Elder  
Reference: JQF\_MCB#2024-08-24

Subject: **EMASMAX<sup>®</sup> Configuration Proposal for Runway 2 (Numbered End) Runway (20 Departure End) at Concord-Padgett Regional Airport (JQF)**

Reference: **Runway 2 (Numbered End) Runway 20 (Departure End) End Safety Area**

Dear Judy:

The Runway Safe Inc. is pleased to provide the following proposal for the configuration of EMASMAX<sup>®</sup> Engineered Material Arresting System (EMAS) for RW 2 (Numbered End) / RW 20 (Departure End) at the Concord-Padgett Regional Airport (JQF).

Please refer to Exhibit A, which details the EMASMAX<sup>®</sup> Configuration services to be provided while Exhibit B contains the breakdown on our EMASMAX<sup>®</sup> Configuration fee.

Please note, the Performance Modeling fee is separated from the EMASMAX<sup>®</sup> Configuration Support fee as the Performance Modeling Fee covers the development, maintenance and continued R&D associated with Runway Safe Group's proprietary/FAA validated computer model (including obtaining and using manufacturers proprietary aircraft data), which allows us to predict aircraft performances under varying scenarios.

Please do not hesitate to contact me with any questions pertaining to this proposal.

Regards,

Mike C. Barnes.  
Key Account Manager  
Runway Safe Group  
Phone (856) 491-6315  
Email: mike.barnes@runwaysafe.com



**RUNWAY SAFE GROUP**

SWEDEN HQ  
RUNWAY SAFE GROUP  
Kungsporsavenyen 10  
411 36 • Göteborg  
Sweden

SWEDEN TECHNICAL  
OFFICE  
Sankt Larsgatan 10C  
582 24 • Linköping  
Sweden

US REGIONAL HQ LOGAN  
RUNWAY SAFE INC  
2239 High Hill Road  
Logan Township • NJ 08085  
USA

US CHICAGO -  
RUNWAY SAFE LLC  
940 W Adams Ste 400  
Chicago • IL 60607  
USA

info@runwaysafe.com  
www.runwaysafe.com

EXHIBIT 'A'



EXHIBIT A

EMASMAX<sup>®</sup> Configuration Services

The following work tasks will be accomplished by Runway Safe Inc. ("Consultant") in support of the EMASMAX<sup>®</sup> installation and configuration described in the Project description. All work of Consultant will be done as a subordinate of Talbert, Bright & Ellington ("Customer") who will be responsible for all EMASMAX<sup>®</sup> Configuration and supervision of Consultant. Consultant will not be providing Professional Engineering Signature/Certification of the EMASMAX<sup>®</sup> Configuration or project drawings. The Consultant will provide EMASMAX<sup>®</sup> Configuration report(s), Statement of Work, and/or specifications as applicable.

I-B Arrestor Bed EMASMAX<sup>®</sup> Configuration

The Consultant shall:

- 1.1. Attend meetings and conferences as may be necessary to obtain and supply information and coordination and/or resolve any EMASMAX<sup>®</sup> Configuration matters or questions.
1.2. Conduct performance modeling to evaluate arrestor bed configuration for the Project based on Engineer provided fleet mix. This will be accomplished through use of Runway Safe's proprietary computer model. EMASMAX<sup>®</sup> Configuration will be in accordance with FAA Advisory Circular AC 150/5220-22B Engineered Materials Arresting System (EMAS).
1.3. Provide detailed product installation requirements and guidance to support Engineer in preparation of detailed construction drawings (drawings to be prepared by the Engineer). Information to include longitudinal and side slope requirements for EMAS support pavement, and details of debris deflector, concrete foundation for debris deflector, requirements for pavement ramping, arrestor bed siting, block layout, and block profile.
1.4. Review detailed construction drawings and provide comments and recommendations to ensure EMASMAX<sup>®</sup> product requirements have been met.
1.5. Due to the proprietary nature of Runway Safe's computer model and related product EMASMAX<sup>®</sup> Configuration methods, production process and product testing method, proprietary EMASMAX<sup>®</sup> Configuration information and computer model calculations will remain the exclusive proprietary property of Runway Safe and be retained by Runway Safe and not disclosed to the Engineer/Prime Consultant. Results of computer modeling: Aircraft runway exit speed performance of selected aircraft will be provided by Consultant to the Engineer without restriction, included in an EMASMAX<sup>®</sup> Configuration Report.
1.6. Provide preliminary performance modeling EMASMAX<sup>®</sup> Configuration as set forth in item 1.2 within six (6) weeks of contract signature. Report will be finalized when all preliminary engineering drawings are made available to Consultant.



RUNWAY SAFE GROUP

SWEDEN HQ
RUNWAY SAFE GROUP
Kungsporsavenyen 10
411 36 • Göteborg
Sweden

SWEDEN TECHNICAL
OFFICE
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info@runwaysafe.com
www.runwaysafe.com

EXHIBIT 'A'



EXHIBIT B

COMPENSATION

- Standard EMASMAX<sup>®</sup> Configuration Fee Schedule for EMASMAX<sup>®</sup> Configuration for RW 2 (Numbered End) RW 20 (Departure End)

**1-C Initial and Preliminary EMAS Arrestor Bed EMASMAX<sup>®</sup> Configuration**

*Performance Modeling Lump Sum Fee.....\$40,000*

Preliminary EMAS Configuration Report.....\$9,500

**Subtotal Initial and Preliminary EMASMAX<sup>®</sup> Configuration.....\$49,500**

*\*Submittal of EMASMAX<sup>®</sup> Configuration Report will complete Preliminary EMASMAX<sup>®</sup> Configuration.*

**2-C Final EMASMAX<sup>®</sup> Arrestor Bed Configuration Report.....\$9,500**

*\*Submittal of EMASMAX<sup>®</sup> Final Configuration Report will complete the EMASMAX<sup>®</sup> Configuration.*

*Total for EMASMAX<sup>®</sup> Configuration for JQF RWY 2 (Numbered End) RW 20 (Departure End)..... \$59,000*

- All pricing shown is in U.S. Dollars
- This proposal is valid for 90 days from the time of offer.



**RUNWAY SAFE GROUP**  
 SWEDEN HQ  
 RUNWAY SAFE GROUP  
 Kungssportsavenyen 10  
 411 36 • Göteborg  
 Sweden

SWEDEN TECHNICAL  
 OFFICE  
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 USA

US CHICAGO -  
 RUNWAY SAFE LLC  
 940 W Adams Ste 400  
 Chicago • IL 60607  
 USA

info@runwaysafe.com  
 www.runwaysafe.com

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **Airport Projects – EMAS STUDY.**

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

Section 3. The following amounts are appropriated for the project

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
6300-5800461				
6300-5800461	EMAS Study	0	82,379	82,379
6311-5800445				
6311-5800445	Mistywood	1,982,763	1,900,384	<82,379>
	<b>Total</b>			<b>0</b>

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney



**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2304  
August 26, 2024  
PROJECT NO.: 2203-2304**

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

---

**Scope of Services:** This work authorization will include engineering and planning services for the City of Concord, at the Concord-Padgett Regional Airport, in accordance with the Master Contract (dated September 30, 2020) for various miscellaneous tasks as directed by City of Concord. The various tasks will be tracked and invoiced separately as requested by the City of Concord for accounting purposes.

**Time Schedule:**

As agreed, upon by both parties.

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The work shall be performed on an hourly basis in accordance with the attached billing rates. The work shall be performed for a Not-to-Exceed limit of \$20,000 including hourly rates and expenses.

**CITY OF CONCORD:**

**TALBERT, BRIGHT & ELLINGTON, INC.:**

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

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

ATTEST BY:

ATTEST BY:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Charles Brian Salyers, P.E.

*SEAL*

*SEAL*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Jessica Jones, Director of Finance

**Talbert, Bright & Ellington, Inc.**  
**Hourly Bill Rates**  
**Effective July 1, 2024**

Position	Bill Rate
Principal	\$323
Senior Project Manager	\$260
Project Manager	\$230
Engineer V	\$190
Engineer III	\$156
Engineer I	\$106
Project Manager Assistant IV	\$149
Senior Planner	\$183
Technician V	\$152
Administrative Assistant III	\$85

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **Airport Projects – CATEX Services Fire Station.**

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

Section 3. The following amounts are appropriated for the project

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
6300-5800460				
6300-5800460	CATEX Fire Station	0	16,000	16,000
6311-5800445				
6311-5800445	Mistywood	1,900,384	1,884,384	<16,000>
	<b>Total</b>			<b>0</b>

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.

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Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **Airport Projects – Operations Center**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

Section 3. The following amounts are appropriated for the project

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
6300-5800458				
6300-5800458	Operations Center	0	29,200	29,200
6311-5800445				
6311-5800445	Mistywood	1,884,384	1,855,184	<29,200>
	<b>Total</b>			<b>0</b>

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of September, 2024.

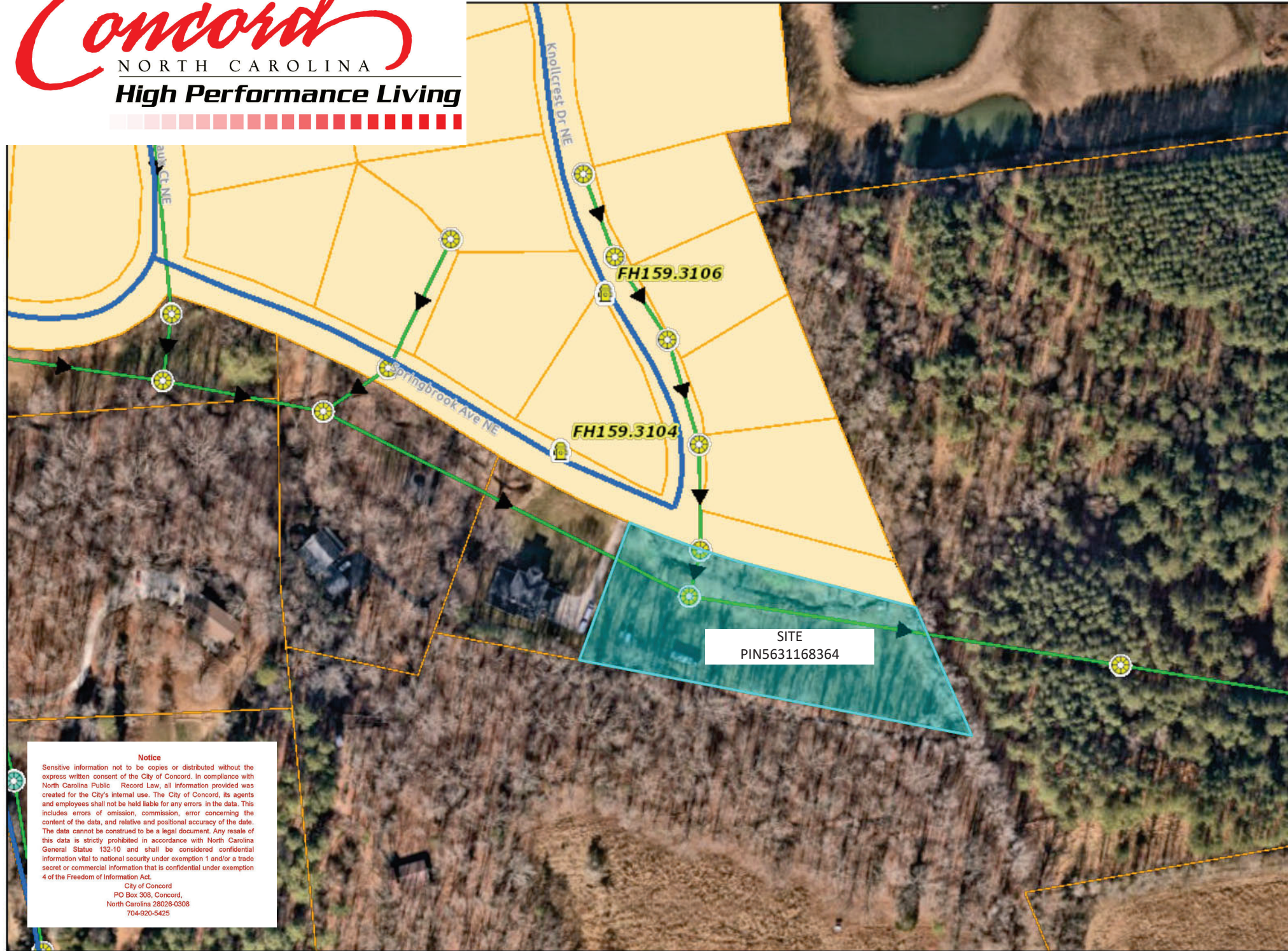
CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney





**Notice**  
Sensitive information not to be copied or distributed without the express written consent of the City of Concord. In compliance with North Carolina Public Record Law, all information provided was created for the City's internal use. The City of Concord, its agents and employees shall not be held liable for any errors in the data. This includes errors of omission, commission, error concerning the content of the data, and relative and positional accuracy of the data. The data cannot be construed to be a legal document. Any resale of this data is strictly prohibited in accordance with North Carolina General Statute 132-10 and shall be considered confidential information vital to national security under exemption 1 and/or a trade secret or commercial information that is confidential under exemption 4 of the Freedom of Information Act.  
City of Concord  
PO Box 308, Concord,  
North Carolina 28028-0308  
704-920-5425

**GIS Utility Exhibit Map/Correspondence Information**

Date: Friday, August 29, 2024

Property Owner/Applicant:  
Amelia Black  
618 Springbrook Ave NW, Concord NC 28026  
Phone: (980) 248-7178

Joseph Starnes, Agent  
545 Campbell Rd., Woodleaf, NC 27054  
Phone: (704) 635-4271 | email: [jstarnes1991@icloud.com](mailto:jstarnes1991@icloud.com)

**Site Development Description & Location:** 618 Springbrook Ave NW, Concord NC 28026 (PIN5631168364000) The 1.905 acre parcel within Cabarrus County jurisdiction is zoned RM-1 within the Concord's ETJ.

**Area Water and Sewer Utility Description:** Public water is available within Springbrook Ave NW right of way. Public gravity sanitary sewer is available within the public utility easements located within the parcel boundaries.

The property owner/developer shall be responsible for any required system modifications and/or extensions to ensure service to the proposed site development. In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way/easements as may be necessary to meet site development needs unless the needed utility extension has been identified and approved in the City's capital improvement plan.

Any upgrades to the existing infrastructure that are required to provide adequate service to the property are the financial responsibility of the owner or developer. In addition, it is the responsibility of the owner or developer to confirm all information regarding physical locations, sizes, and materials of pipes; and confirm that the water flow and pressure and sewer capacities of the existing (or any proposed) infrastructure are adequate to meet the required usage and fire protection demands in accordance with federal, state, and local codes and ordinances.

THIS IS NOT A CONTRACT, NOR IS IT AN OFFER TO CONTRACT. THIS IS NOT CONSIDERED VESTING FOR SEWER FLOW ALLOCATION APPROVAL, NOR IS CONSIDERED AN OFFER OF SEWER FLOW ALLOCATION APPROVAL BY THE CITY.

Please note that the actual horizontal and vertical locations of the water and sewer mains with the associated appurtenances should be verified by survey.

In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension has been identified and approved in the City's capital improvement plan.

The City makes no warranty of merchant ability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained herein.

8/30/2024, 10:25:07 AM

Pressure Main Type

- <all other values>
- Air Release
- Blow Off
- Bypass

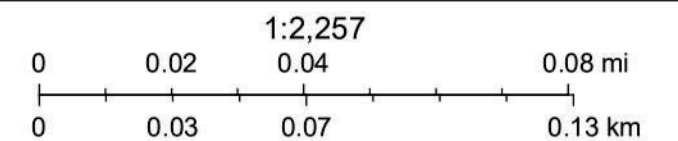
- Chemical Injection
- Distribution Main
- Interconnect
- Pipe Bridge

- Sampling Station
- Transmission Main
- Unknown Line Type
- Hydrants
- <all other values>

- City
- Not Active
- Private
- Sewer Gravity Main

- Manhole
- SDropManhole
- SStandardManhole
- SSummitManhole
- SUnknownMHType

- Concord City Limits
- Parcels



Esri Community Maps Contributors, Cabarrus County Government, mecknc, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS





# Citizen Participation Plan

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITY OF CONCORD  
Planning & Neighborhood Development Department  
35 Cabarrus Avenue West  
Concord, North Carolina 28025

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## **I. INTRODUCTION**

The City of Concord has designed this community-wide Citizen Participation Plan to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and evaluation of the City's federally-funded Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME). Citizens also are encouraged to provide ideas and input on behalf of other federal, state, and local resources that are accessed to enhance the City's communities. The Citizen Participation Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of slum and blighted areas, residents of areas where community development funds are utilized, and by residents of predominantly low- and moderate-income neighborhoods.

In the City of Concord, participation is viewed as a communication process in which a beneficial exchange of ideas will occur among citizens, elected officials, and City staff. This Plan outlines the citizen participation process in the development and implementation of the Consolidated Plans/The Assessments of Fair Housing, and the Annual Action Plans.

The Consolidated Plan (CP), also proposed to be named as the Assessment of Fair Housing (AFH), is a five-year plan that documents the City's housing and community development needs, outlines strategies to address those needs, and identifies proposed program accomplishments. The CP/AFH includes an Annual Action Plan (AAP) that describes specific CDBG and HOME-funded projects that will be undertaken over the course of each upcoming program year. The CP/AFH is the basis of eligibility for federally-funded entitlement and competitive programs designed to address the needs of the respective community and, as stated in the Housing and Community Development Act of 1974, to obtain "...viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income."

In 1995, HUD mandated that all CDBG recipients prepare a Consolidated Plan every five (5) years and an Annual Action Plan every year. The regulations governing these activities, which were revised in 2006, can be found at 24 CFR Parts 91 and 570. In May of 2012, HUD introduced the eCon Planning Suite, including the Consolidated Plan template in the Integrated Disbursement and Information System (IDIS) nationwide online database and the Community Planning and Development (CPD) Maps website. By creating a more cohesive planning and grants management framework and providing better data and a tool for analysis, the eCon Planning Suite supports grantees and the public to assess the community's specific needs and make strategic investment decisions. HUD grantees are now required to submit the Consolidated Plan and year one Annual Action Plan using the Consolidated Plan template in IDIS online.

The purpose of the Consolidated Plan is to encourage Grantees to make longer-term strategic decisions based on current market conditions in consultation with all important stakeholders. The document lays out the City's plans for using federal CDBG funds in the following programs:

While the Consolidated Plan lays out a broad vision of need and funding priorities, HUD also requires Grantees to submit Annual Action Plans. These plans identify anticipated funding resources for the upcoming year, the City's plans for allocating the identified funding, and the anticipated outcomes of the funding. Detailed information about the Annual Action Plan requirements can be found at 24 CFR 91.220.

HUD requires that the public be given the opportunity to comment on the Consolidated and Annual Action plans for no less than 30 days (24 CFR Parts 91.200). To fulfill this requirement, the City, following the procedures in its Citizen Participation Plan, publishes a notice of the plan in the local newspaper and posts notices at highly visible locations, including the City Hall Building, located at 35 Cabarrus Avenue West in Concord, NC. To ensure that the City provides several opportunities for the required information to be viewed by citizens for comments, at a minimum, the full documents are available on the City's website at <https://www.concordnc.gov/Departments/Planning/Community-Development>. The City also shares information on all of its social media platforms to promote the draft plans and to encourage comments. Prior to the global pandemic, public hearings were held at the City Hall Building that can accommodate individuals with disabilities. The City also provided accommodations for non-English speaking residents to provide comments. The City now offers online public hearings to receive citizen comments and questions about the planned uses of its federal funds. The City has continued to offer online public hearings for citizens because of the tremendous increase in feedback from citizens that is received during each comment period through the City's public engagement software system (PublicInput.com).

**The Five-Year Consolidated Plan is required to include following elements:**

- Information that includes the amount of grant funds and program income it expects to receive.
- The range of activities that may be undertaken.
- The estimated amount that will benefit persons of low and moderate income.
- Set forth plans to minimize displacement of persons and to assist any person displaced, specifying the types and levels of assistance that will be made to persons displaced and by whom the assistance will come from.
- Publication of the proposed Consolidated Plan in a manner that affords all citizens a reasonable opportunity to examine its contents and submit comments.

**The Annual Plan is required to include the following elements:**

- Form Application - Standard Form 424
- Federal and Other Resources Available
- Activities to Be Undertaken
- Geographic Distribution
- Homeless and Other Special Needs Activities
- Other Actions:
  - Address obstacles in meeting underserved needs, such as foster and maintain affordable housing, remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty level families, develop institutional structure and enhance

- coordination between public and private housing and social service agencies and foster public housing improvements and resident initiatives.
- Reference to the annual revisions of the action plan prepared for the CDBG funds expected to be available during the program year including any program income that will have been received before the start of the next program year and that has not yet been programmed.
- Amendments to the Consolidated Plan.

### **Public Hearings**

The City holds two (2) public hearings, which includes one (1) online public hearing, each year prior to the submission of the AAP. The public hearings are required to receive comments on the draft CP/AFH and the AAP, address the City’s housing and community development needs, determine the proposed activities to include in the plans, and review the proposed fund uses for the next fiscal year.

The City also holds two (2) public hearings each year, which includes one (1) online public hearing, prior to the submission of the Consolidated Annual Performance and Evaluation Report (CAPER). The public hearings provide summaries of the housing and community development needs that were addressed and the program accomplishments during each fiscal year.

### **Consolidated Plan /Action Plan Amendments**

Prior to making any additions, deletions, or changes to the Community Development Block Grant Program Consolidated Plan or Annual Action, the following determination will be made on the amendment:

- a. If the proposed change is a minor amendment defined as an amendment to the program that costs less than 10% of the total current year grant and only affects an activity previously described in the Consolidated Plan and Annual Plans; or
- b. If the proposed change is a substantial amendment when:
  - the amendment makes changes in its allocation priorities or a change in the method of distribution of funds;
  - the amendment carries out an activity, using funds from any program covered by the consolidated Plan (including program income), not previously described in the action plan; or
  - the amendment changes the purpose, scope, location or beneficiaries of an activity.

## **II. GOALS OF THE CITIZEN PARTICIPATION PLAN**

- A. To provide for continuous involvement of citizens in all aspects of the Community Development (CD) program, including identification of housing and community development needs, the development of proposed activities and an assessment of program performance.

- B. To enable the City to respond to the needs of its citizens through CD programs, policies and plans.
- C. To encourage citizens, particularly low- and moderate-income persons, minorities, non-English speaking persons, persons with disabilities, residents of targeted neighborhoods\*, public and assisted housing residents, members of minority groups, local and regional institutions and other organizations (including businesses, developers and faith-based organizations), to submit their comments, questions and proposals in the process of developing and implementing the CP/AFH or the AAP and of prioritizing the usage of and the changes to the plans for the City's Community Development Program funds. Note: Residents of targeted neighborhoods include residents of predominantly low- and moderate-income neighborhoods with area median incomes of 30%-80% of the Metropolitan Statistical Area (MSA). The City uses the federal funding allocations and other resources in these specific areas.
- D. To help residents to become aware of and more involved in the City's CD Programs and to help residents to understand the importance of receiving their comments and feedback that provides the CD staff with relevant information to develop plans and programs that address the critical CD needs within the City.

**III. THE PARTICIPATION PROCESS**

**A. Two Levels**

The citizen participation process is conducted at two levels: city-wide and in neighborhoods where community development activities are proposed or underway. The city-wide process includes official public hearings before the CP/AFH or the AAP is adopted, and forums for citizens and City officials to discuss community development and housing issues at various stages during this process.

The neighborhood process involves citizens through organized neighborhood association meetings, where they exist, and general meetings for all City residents. Neighborhood associations give citizens a stronger, collective voice and provide a democratic, on-going body to participate in advising elected officials and City staff on program development.

**B. Advisory Role of Participation Process**

The role of the citizens and organizations in the process is to provide feedback about the proposed community development programs and activities to City staff and elected officials. This includes activities such as working with staff to develop neighborhood plans, monitoring and assisting with implementing the programs, evaluating the program results, and participating in neighborhood meetings.

The fundamental policy-setting and decision-making role in community development, as in any other activity, lies with the elected officials. Through the participation process, citizens advise and inform the staff, which in turn, identifies

problems, issues and needs, and recommends activities and projects to be considered for each program year. In essence, the staff advises the elected officials on the program that best addresses the community's needs as perceived by citizens and derived from an examination of data and trends. Ultimately, the participation process is a process to involve citizens in the decision-making process for the City's community development programs and activities.

### **C. The Consolidated Plan Process Cycle**

Although much involvement occurs around the preparation of the CP/AFH or the AAP for funds from the U. S. Department of Housing and Urban Development (HUD), the planning process is a continuous cycle. Soon after the beginning of each program year in July, the preliminary planning for the following year begins with participation encouraged in all stages.

Agency consultations are also a part of the ongoing process that includes service providers, advocacy groups and other organizations that are responsible for providing services, especially to populations with special housing needs.

The CP Process cycle includes the following:

1. Identification of community development and housing needs. As the initial step in the development of the CP/AFH or the AAP, this shall include at least two (2) in-person public hearings that will be advertised at least 6 days prior to the hearings;
2. Staff development of the CP/AFH or the AAP as an overall strategy, and the determination of funding priorities;
3. Implementation of the Community Development Programs' projects and activities;
4. Assessment of the City's program performance;
5. Creating new proposals and programs;
6. Refining the Citizen Participation process and updating the CD Plan.

### **D. Neighborhood Participation**

1. General Planning Input

The Community Development staff will work with existing and potential CD project neighborhoods through neighborhood associations where such organizations exist. In project neighborhoods without a formal association, the staff will encourage residents, owners and businesses to form an organization. The CD staff will provide technical assistance, as needed.

The community may hold periodic neighborhood meetings to invite area residents to hear their views and proposals. The process allows for indirect communication with elected officials through suggestions that are voiced to the City's CD staff. The CD staff can then convey the views, criticisms and opinions that are provided by citizens during such meetings.

The concentration of neighborhood-level participation efforts in CD project neighborhoods should achieve the objective of involving people most likely to be affected by the program, which includes many low- and moderate- income citizens.

## 2. Support of Neighborhoods

The CD staff will be available to attend the regularly-scheduled meetings of neighborhood associations upon request. If issues are identified that cannot be immediately resolved, referrals will be made by staff to the appropriate department and monitored to ensure that the concern is addressed. All concerns will be recorded, and a written response will be given to the neighborhood association within ten working days. This ensures that the association receives a response within a reasonable amount of time. Various departments also may be invited to attend meetings, especially if a concern involves the department's area of expertise. The number of residents that are reached through this process substantially exceeds the number of citizens that are generally attracted to City-wide meetings. CD staff will also provide electronic surveys to allow residents to provide feedback and input as an additional form of communication with residents.

The local newspaper(s), the City's electronic newsletter, and social media platforms will be used to promote and advertise upcoming events and staff will attend neighborhood association meetings, when appropriate, to share information about the important community services that are available and to increase the overall efforts to provide good customer service.

## E. City-Wide Participation

The City-wide process consists of public hearings that provide both online and in-person options, which is over and above the requirements for HUD.

1. Online and in-person public hearings will be held within each budget preparation cycle.
  - a. At the beginning of the CP/AFH or the AAP preparation cycle, the public hearings will be held to review past program performance, to obtain citizen views on community development and housing needs and priorities for funding. The notice for this hearing will include the amount of grant assistance expected (plus program income anticipated), and the range of activities that may be undertaken.

- b. After staff has drafted the proposed CP/AFH or the AAP, the in-person public hearing will be scheduled for consideration by citizens and elected officials prior to the submission to HUD. The notice for this hearing will be posted to the City's website six (6) days before the scheduled public hearing. This public hearing will include a summary of the contents, the purpose of the Plan, and the location(s) where the full Plan can be obtained.

The City will advertise through its social media platforms and on its website when the online information has been posted. Citizens will have a minimum of thirty (30) days to submit written or oral comments. All comments received will be considered in the preparation of the Plan and a summary of the comments will be included in the final submission to HUD along with the reasons why some comments were not accepted.

Written comments must be addressed to the Office of Planning and Neighborhood Development, City of Concord, P.O. Box 308, Concord, NC 28026. Citizens also can provide direct feedback to the CD staff within the 30-day period. The CD staff will respond to written comments within two (2) weeks of receipt.

All in-person public hearings will be advertised in local newspapers of general and minority community circulation at least thirty (30) days prior to the scheduled date.

All in-person public hearings will be held at locations that will accommodate disabled persons. All requests for appropriate auxiliary aids and services, such as an interpreter for the hearing impaired, must be made 24 hours prior to the public hearing. Persons requiring TDD service assistance may call 1-800-735-8262. A translator will be provided for non-English speaking persons within the community. To ensure that a translator will be available during the public hearing, the City requests to be notified at least 24 hours prior to the hearing.

## 2. Agency Consultation Process

CD staff will regularly meet with local and state-wide housing, social service, homeless and educational agencies to determine the supportive housing needs of specific populations and groups. Staff will also provide technical assistance, when needed, and will sponsor educational forums to bring similar agencies together to share information and develop more effective programs.

## 3. Public Housing Residents

The CD staff will work closely with the City's Housing Department to define and address the housing needs of the residents. Staff encourages the involvement of public housing residents in the citizen participation process by attending resident meetings and by sharing information about CD programs

and Section 3-related information with the public housing staff and at the public housing office to ensure that residents are aware of the City's CD programs and the planned activities that also will benefit the public housing residents.

#### 4. Community Meetings

CD staff will attend community meetings throughout the year and the feedback that is received during these meetings will be recorded and included in the City's community development plans for each fiscal year.

These community meetings are valuable because the CD staff shares valuable program information and receives direct feedback from residents during these meetings. The City's neighborhoods are encouraged to discuss their needs and ideas and to provide this feedback to the CD staff.

#### 5. Annual Performance Report

The CAPER is a summary of Community Development Block Grant and HOME program accomplishments for the previous fiscal year. Prior to its submission to HUD, citizens will have an opportunity to review and comment on the CAPER, which will also be discussed at the initial public hearing on the CP/AFH or the AAP. A public notice to advertise the availability of the CAPER will be published in local newspapers of general circulation and added to the City's website. Physical copies of the draft document are made available for review in the City's Planning and Neighborhood Development office. A summary of all comments (including oral comments that were received during an in-person public hearing) will be attached as a part of the final CAPER submission to HUD.

### **F. Amendments to the Community Development Program**

The CD staff must amend the City's Community Development Programs when changes are necessary due to new regulations and requirements that are mandated by the U.S. Department of Housing and Urban Development (HUD). Funds may be moved between budget line items within an authorized program or project with appropriate approvals, i.e., moving housing rehabilitation program funds between the full rehabilitation assistance line item and emergency repair line item. Funds that are moved between programs or projects for activities that are included in the approved Plan are subject to local policy authorization, e.g., between infrastructure and rehabilitation. Amendments to fund projects or activities that are not in the approved Annual Plan, that change the use of Community Development funds from one eligible activity to another, or cumulative amendments that exceed 25% of the CD budget for the program year or substantial amendments will require a Program Amendment. The Program Amendment process includes a fifteen (15) day public notice, a public hearing, a 30-day comment period, local approval, and submission to HUD for approval. A summary



of the comments and the reasons why some comments were not accepted are included in the submission to HUD.

#### **G. Displacement Policy**

Minimizing displacement is a local public policy. The objective is attained through the community planning and review process through which projected displacement requires justification and incorporation as an element of project feasibility assessment. Some community development activities will require the displacement, or relocation, of a person or household. Displacement can occur on a temporary or a permanent basis when the need to rehabilitate properties, or to acquire and demolish substandard properties for redevelopment projects in communities is deemed necessary as the result of concentrated code enforcement efforts. Any person or household that is displaced because of a CD program activity will receive a full range of relocation services.

#### **H. Availability of Documents**

The City will provide a reasonable number of free copies of documents, such as the Citizen Participation Plan, the CP/AFH or AAP, CAPERs, applications to HUD, and other related CD information. The City also will provide these documents in a format that is accessible to persons with disabilities or persons with Limited English Proficiency (LEP), upon request.

Documents that require a public comment period will be available for review at the following locations:

- 1) The Department's Website:  
<https://www.concordnc.gov/Department/Planning/Community-Development>
- 2) City of Concord/City Hall  
Planning & Neighborhood Development  
35 Cabarrus Avenue West  
Concord, NC 28025

#### **I. Responding to Questions, Comments and Complaints**

The CD staff is required to respond to comments. Responses to all views and comments will be as follows:

1. Verbal responses will be given at all public hearings when possible.
2. Written responses will be given to all written comments. The CD staff will make every reasonable effort to provide a written response to all written comments within fifteen (15) working days of receipt of the comment.
3. Since the CP/AFH and the AAP include collective responses to all comments, it will be available for public inspection before the public hearing and approval.

**J. Providing Timely Information**

At the beginning of the planning cycle for each year, the City's CD staff will provide the following information to neighborhood organizations and interested citizens:

1. The amount of funds available from HUD or other sources and the amount of anticipated program income;
2. The estimated amount of funds that will benefit persons of low- and moderate-income;
3. The range of activities permissible and the types of activities previously funded;
4. The plans to minimize displacement of citizens and how the City will assist any displaced citizens.
5. The process to be followed to develop and approve the local application and a schedule of meetings and hearings;
6. The ways citizens can participate;
7. A summary of other requirements.

**K. Technical Assistance**

During planning and implementation of all of the City's CD Programs, information and technical assistance will be provided to citizens through:

1. Media - radio, TV, newspapers, electronic newsletters, social media platforms and electronic surveys;
2. Neighborhood association meetings;
3. Groups representative of persons of low- and moderate-income that request such assistance in commenting on the CP/AFH or the AAP and in developing proposals for or substantially amending any of the programs and use of CD funding assistance.
4. Public hearings that are open to all citizens;
5. Documents on file at a convenient location in the City and on the City's website;
6. Monitoring results and evaluation reports being shared with neighborhood associations and other citizens.

CD staff will provide information and technical assistance to neighborhoods and other interested citizens upon request. Examples of technical assistance include information on the CD law, planning, review of accomplishments, briefings on CD requirements and opportunities, development of goals and objectives, and the design of the City's programs.

**L. Implementing the Citizen Participation Plan**

While administering the various program activities, the CD staff will work closely with neighborhood-based citizen groups and other interested citizens. This on-going involvement in the program will ensure that activities and program performance are consistent with the goals and plans that are developed by the CD staff. Throughout the program, the CD staff will request feedback from neighborhoods and citizens to develop program priorities and address the critical community development needs within the City.

Program amendments and details regarding CD plans will be advertised and posted for citizen feedback and comments. Ideas, suggestions, and revisions to adopted plans will be reviewed by CD staff and included in future programs and activities in the CP/AFH and AAP.

Where citizens groups do not exist, residents will be encouraged to express their views and opinions to the CD staff. The CD staff will provide a timely, substantive written response to every written resident complaint within an established period of 15 working days, where practicable.

**M. Amending the Citizen Participation Plan**

The Citizen Participation Plan will be reviewed annually after each planning cycle is completed to identify any areas where the participation process can be improved. The CD staff will consider any comments or views of citizens received in writing or orally during public hearings, and when preparing amendments and substantial amendments to any of the CD Plans. If formal revisions are needed, the revisions will be made after a public hearing. The in-person public hearing will be preceded by thirty (30) day notice and the public will be provided a minimum of thirty (30) days to submit written comments on the proposed changes. Minor changes can be made by the CD Manager.

**N. Access to Records**

The City of Concord will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records concerning the City's CP/AFH or the AAP, and the City's use of assistance under the programs covered in the Plans. All interested parties may review CD information and records for the past three years at the Office of Planning and Neighborhood Development during normal business hours. This information is made available subject to applicable laws regarding confidentiality and personal privacy.



# Section 3 Plan

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITY OF CONCORD  
Planning & Neighborhood Development Department  
35 Cabarrus Avenue West  
Concord, North Carolina 28025

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## **I. General Policy Statement**

The City of Concord is pleased to provide this Section 3 Plan, which will assist staff, contractors, and developers in complying with the requirements of Section 3 of the HUD Act of 1968, as amended in 1994 and the Section 3 Final Rule that became effective as of November 30, 2020. It is the policy of the City of Concord to require its contractors to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's, marital or economic status and to take affirmative action to ensure that all job applicants and existing employees are given fair and equal treatment. This Program will ensure that employment, training, and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are public housing residents, and to businesses that provide economic opportunities to low- and very low-income persons.

The City of Concord has established goals for both hiring and contracting that, when met, will demonstrate satisfactory efforts to comply with Section 3. The City's Section 3 Program affirms its commitment to maximize the creation of employment, training and contracting opportunities for low- and very low-income persons. The City also is committed to providing contractors and developers with procedural assistance on all matters relating to this Program, as needed, to achieve the Program's goals. This Program shall result in a reasonable level of success in the recruitment, employment, and utilization of low- and very low-income residents and other eligible persons and businesses by contractors that are awarded to work on contracts that are partially or wholly funded by the United States Department of Housing and Urban Development (HUD).

Examples of the City's Section 3 projects may include housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds \$200,000 of housing and community development financial assistance. The Office of Lead Hazard Control and Health Homes (OLHCHH) is not included in calculating whether the assistance exceeds the \$200,000 threshold. The project is defined as the site or sites together with any building (s) and improvements that are located on the site(s) that are under common ownership, management, and financing.

## **II. Purpose of Section 3 Requirements**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) by the Housing and Community Development Act of 1994, and the Section 3 Final Rule, that was effective as of November 30, 2020, requires that, to the greatest extent feasible, employment and other economic and business opportunities generated by HUD funds be directed to public housing residents and other low- and very low-income residents, and business concerns that provide economic opportunities to low- and very low-income persons. 24 CFR Part 135 establishes the standards and procedures to be followed to ensure that the objectives of Section 3 are met. This regulation requires the City of Concord to make efforts to ensure that 30% of new hires of its contractors funded through development assistance, operating assistance or modernization assistance from HUD be Section 3 residents or very low- and low-income residents, in particular, public

housing residents, low- and very low-income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located, workers whose incomes for the previous or annualized calendar year are below the income limit established by HUD, workers that are employed by a Section 3 business concern, and YouthBuild participants. As required by 24 CFR Part 75, the City's goal is to prioritize the hiring of targeted Section 3 workers that live in public or Section-8 assisted housing or within a one-mile radius of the project site. Furthermore, it requires that best efforts be made to ensure that 10% of total funds for construction or repair-related contracts be awarded to Section 3 businesses and 3% of the total funds for non-construction contracts be awarded to Section 3 businesses. A Section 3 business concern is defined as a business with 51% being owned and controlled by low- or very low-income persons, or a business where Section 3 workers perform over 75% of the labor hours over a three-month period, and a business that is at least 51% owned and controlled by current public housing or Section 8-assisted housing residents.

### **III. Section 3 Contracting Procedure & Policy**

The City of Concord will incorporate Section 3 requirements in all procurements that include HUD funding. This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns. All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the City, be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The City's existing Procurement Policy also contains goal requirements for awarding contracts to Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE).

### **IV. Section 3 Action Plan**

The City of Concord developed this Section 3 Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3.

The City's will continue to seek input from various city departments and, where applicable, input from HUD and other agencies.

### **V. Employment & Training Goals**

It is the policy of the City of Concord to utilize low- and very low-income residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). The City has established employment and training goals that contractors and subcontractors should meet to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement and 24 CFR 75.9).

The City of Concord will seek all opportunities to provide employment and training to Section 3 workers in the following order of priority:

1. Residents of the public housing projects for which the public housing financial assistance is expended.
2. Residents of other public housing projects that are managed by the City of Concord's Housing Department or for residents of Section 8-assisted housing that is managed by the City of Concord's Housing Department.
3. Participants in YouthBuild programs.
4. Low- and very low-income persons residing within the metropolitan area in which the assistance is expended.

If the targeted reporting indicates that the City has not met the Section 3 benchmarks, the City must report in a form prescribed by HUD of a qualitative nature of its activities and those its contractors and subcontractors pursued, which could include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers;
- Provided training or apprenticeship opportunities;
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching);
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities or connecting residents to job placement services;
- Held one or more job fairs;
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, or childcare);
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training;
- Assisted Section 3 workers to obtain financial literacy training and/or coaching;
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns;
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts;
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses;
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121 (2) of the Workforce Innovation and Opportunity Act.

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible. All contractors submitting bids or proposals to the City are required to certify that they comply with the



requirements of Section 3. The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included on page 14.

**VI. Certification Procedure for Section 3 Program Participants**

The City of Concord will certify Section 3 program participants who reside within the City and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (*see the Section 3 Preference Income Verification Form on page 35*).

- All persons living in the City of Concord who meet the Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
- Once this assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual’s needs, i.e., substance abuse providers, etc.
- The Section 3 job readiness component is a part of the City’s commitment to provide economic opportunities and training to residents/eligible participants. The ultimate goal is to increase the number of residents that become gainfully employed as a result of the City’s efforts.

**VII. Resident Hiring Requirements**

The City of Concord has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in the City’s contracted labor efforts. A prime contractor may satisfy resident hiring requirements through its subcontractors.

<b>Total Labor Dollars (Total Contract Amount)</b>	<b>Resident Hiring as a % of Total Labor Dollars</b>
When the lowest responsible bid is less than \$100,000	10% of the labor dollars
At least \$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of public housing residents and low- and very low-income neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy the City's resident hiring requirement set forth above.

#### **VIII. Assisting Contractors to Achieve Section 3 Goals**

The City of Concord will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals by:

- Requiring the contractor to present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- The Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.
- The Section 3 Coordinator will provide the contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- The Section 3 Coordinator will inform the contractor of known issues that might affect Section 3 residents from performing job-related duties.
- The Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete the proposed work to be performed with HUD (federal) funds.

#### **IX. Preference for Contracting with Section 3 Business Concerns**

The City of Concord, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order of priority:

- **Category 1:** Business concerns that are 51% or more owned and controlled by low- or very low-income persons or by current residents of the City's Housing Department or Section 8-assisted housing residents for which the work is being performed, or businesses where Section 3 workers perform over 75% of the labor hours over a three-month period.
- **Category 2:** Business concerns that are 51% or more owned and controlled by current residents of the City's Housing Department or Section 8-assisted housing residents, or businesses where the work is not performed and Section 3 workers perform over 75% of the labor hours over a three-month period.

- **Category 3:** HUD YouthBuild programs being carried out in the City of Concord in which Section 3 covered assistance is expended.
- **Category 4:** Business concerns that are 51% or more owned and controlled by current residents of the City's Housing Department or Section-8 assisted housing residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend, to the greatest extent feasible, efforts to achieve the numerical goals established by the City of Concord.

#### **X. Section 3 Business Certification**

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City of Concord shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form, which can be obtained from the City's Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the City's Section 3 Coordinator prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

#### **XI. Resident-Owned Business Contracting**

The City of Concord will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing agency residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to the City of Concord that shows how each of the following requirements have been met:

- Submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Section 3 Coordinator, all owners of the business, as well as, each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received, under the alternative procurement process, within a two-year period. If a resident-owned business has received, under this alternative contracting procedure, one or more

contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the two-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned businesses. The City of Concord will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best businesses, economic and service interests of the authority.

## **XII. Contracting with Section 3 Business Concerns**

The City of Concord will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Host information sessions on the City's contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise (M/WBE) association, Community Development Corporations, and other sources as necessary to assist the City with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses.

## **XIII. Section 3 Recruitment, Training and Employment**

The City of Concord will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the housing developments as well as all of the City of Concord's public housing management offices.
- The City's Housing Department and neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
- Employment opportunities will be advertised by posting job vacancies in common areas of all of the City's housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
- A database will be developed of certified Section 3 residents of public housing and other low- and very low-income residents.
- A database will be developed to maintain a skill assessment of all Section 3 residents of public housing and other Section 3 residents.
- A database will be developed of eligible qualified Section 3 Business Concerns to contact with respect to the availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.

#### **XIV. Employment of Section 3 Program Participants**

- The Section 3 Coordinator will conduct a pre-interview with all residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be solved between the employee and the employer, the Section 3 Coordinator will meet the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.
- In order to qualify for employment with contractors, public housing and other low- and very low-income residents must have their name(s) on a lease, be current on

rent, be at least eighteen years of age, and not be involved in any legal action with the City (i.e., current documented eviction, criminal and drug activity or trespassing).

- Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
- Residents interested in pursuing a General Equivalency Diploma (GED) and continued training education will be referred to those resources by the Section 3 Coordinator.

#### **XV. Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, the City of Concord encourages submittal of such complaints to its Section 3 Coordinator as follows:

- Complaints of non-compliance should be filed in writing to the Section 3 Coordinator and the complaint must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough, investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of the City. The City will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the City, a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity  
United States Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington, DC 20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by Assistant Secretary for good cause shown.

## XVI. Definitions

**Applicant** – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

**Assistant** – the Assistant Secretary for Fair Housing and Equal Opportunity.

**Business Concern** – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Contractor** – any entity which contracts to perform work that generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Employment Opportunities Generated by Section 3 Covered Assistance** – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Housing Authority** (HA) – Public Housing Agency.

**Housing Development** – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

**HUD YouthBuild Programs** – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**JTPA** – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

**Low-Income Person** – families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with

adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

**Metropolitan Area** – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

**New Hires** – full-time employees for permanent, temporary or seasonal employment opportunities.

**Recipient** – any entity that receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3** – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern** – a business concern is a business with the following characteristics:

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

**Section 3 Covered Assistance** –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings



or improvements, regardless of ownership).

**Section 3 Clause** – the contract provisions set forth in Section 135.38.

**Section 3 Covered Contracts** – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD’s procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**Section 3 Covered Project** - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 Resident** – a public housing resident or an individual who resides in the metropolitan area or a non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

**Subcontractor** – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Very Low-Income Person** – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

**XVII. Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR

Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Reference: HUD Exchange and the Section 2 Final Rule Guidebook**

SECTION 3 CONTRACTING  
POLICY AND PROCEDURE

## INTRODUCTION

**It is the mission of the City of Concord to provide a variety of safe, sanitary, accessible, decent, and affordable housing to the citizens of the City of Concord while enhancing and promoting resident self-sufficiency.**

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal State, and local laws and regulations, be directed to low and very low-income individuals, especially recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income individuals. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3-business concern. (Refer to What Is A Section 3 Business Concern?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 business concerns, but who enter into contracts with the City of Concord, must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Included in these conditions is the requirement that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (refer to Section 3 Compliance Report). Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor's Noncompliance).

Please direct any questions you may have regarding this information to:

Community Development Manager  
35 Cabarrus Avenue West  
Concord, NC 28025  
Phone: 704-920-5142

## WHAT IS A SECTION 3 BUSINESS CONCERN?

**A Section 3 Business Concern is a business concern, as defined in this section—**

1. That is fifty-one percent (51%) or more owned and controlled by low or very low-income persons; or
2. That allows Section 3 workers to perform over 75% of the labor hours during a three-month period; or
3. That is fifty-one percent (51%) or more owned and controlled by current City of Concord Housing Department residents or Section 8-assisted housing residents.

**Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form – Exhibit 1)**

## WHO IS A SECTION 3 RESIDENT?

**For purposes of the Housing Authority or the City of Concord, a Section 3 resident is:**

1. A public housing resident;
2. An individual who lives with the City of Concord and whose income falls within the guidelines for low- or very low-income.

## ORDER OF PROVIDING PREFERENCE SECTION 3 BUSINESS CONCERN

When considering the award of contracts to business concerns, and more than one Section 3 business concern is being considered, to the greatest extent possible, awards shall be made in the following order of priority:

1. A Section 3 business concern that is fifty-one percent (51%) or more owned by resident(s) of the public housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) of the residents of the public housing development in which the work is directed:
2. A Section 3 business that is majority owned by resident(s) of other developments owned by The Housing Authority or the City of Concord, but not the housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) residents

of other developments owned by The Housing Authority or the City of Concord, but not the housing development in which the work is directed;

3. HUD YouthBuild programs that are being carried out in the City in which the Section 3 covered assistance is expended.
4. A Section 3 business concern that is majority owned by a Section 3 resident who is not a public housing resident or whose permanent, full-time workforce includes no less than thirty percent (30%) Section 3 residents who are not public housing residents, or that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

**Note: A Section 3 business concern seeking any of the above preferences shall submit evidence that it meets the guidelines of that preference.**

### **WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?**

The Housing Authority will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the Housing Authority's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all business must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause [Construction Contracts] and Section 3 Clause [Non-Construction Contracts]).

This will include:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order to priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

## **ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT**

When considering the employment of a Section 3 resident, the following order of priority is followed as outlined in 24 CFR 135.32:

- 1. Category 1 – Section 3 Resident**  
Residents of the housing development or developments in which the contract shall be expended.
- 2. Category 2 – Section 3 Resident**  
Residents of other housing developments managed by the City’s Housing Department or the City of Concord.
- 3. Category 3 – Section 3 Resident**  
Participants in HUD YouthBuild program being carried out.
- 4. Category 4 – Section 3 Resident**  
All other residents (including Section 8 recipients) of the City of Concord who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.



**SECTION 3 INCOME LIMITS**

All residents of public housing developments qualify as Section 3 residents. Additionally, residents residing in the City of Concord who meet the income limits set forth below can also qualify for Section 3 status.

A photo identification card and proof of current residency is required.

**FY 20XX Income Limits Summary**

Cabarrus County, North Carolina										
FY 20XX Income Limit Area	Median Income	FY 20XX Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Cabarrus County	TBD	<u>Very Low (50%) Income Limits</u>	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
		<u>Extremely Low (30%) Income Limits</u>	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
		<u>Low (80%) Income Limits</u>	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

NOTE: Cabarrus County is part of the **Charlotte-Gastonia-Concord, NC-SC HUD Metro FMR Area**. The **Charlotte-Gastonia-Concord, NC-SC HUD Metro FMR Area** contains the following areas: Cabarrus County, NC; Gaston County, NC; Mecklenburg County, NC; Union County, NC; and York County, SC.\*

\*HUD Income Limits are updated each year. The City will provide updated information when required.





**SECTION 3 SPECIAL CONDITIONS**

The City of Concord has initiated efforts to enhance resident hiring in specific procurement areas. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors’ hiring of the City’s Housing Department residents or other low income and/or very low- income residents residing in the City of Concord.

1. **Procurement Documents**

Each bidder/proposer must include a Section 3 Opportunities Plan or a Schedule D which indicates its commitment to meet the City’s resident hiring requirements.

If a bidder/proposer fails to submit a Section 3 Opportunities Plan or a Schedule D and the related data along with the bid/proposal, such bid/proposal will be declared as “non-responsive”.

For invitations for Bids (“IFB”) where awards are made to the lowest, responsive and responsible bidder, the bidder’s commitment to satisfy the City’s resident hiring requirements will be a factor used in determining whether the bidder is “responsive”.

For RFQ’s, RFP’s and IFB’s, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

2. **Resident Hiring Requirements**

In view of the City’s desire to provide its residents and neighborhood residents with employment opportunities, the following scale for resident hiring will be utilized on all construction contracts, service contracts, and professional service contracts containing a “labor” component:

<b>TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</b>	<b>RESIDENT AS A % OF TOTAL LABOR DOLLARS</b>
At least \$25,000, but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least 1 million, but less than \$2 million	4% of the labor dollars
At least 2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – 1/2% of the labor dollars

With this sliding formula, it is expected that an appropriate number of public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy the City’s resident hiring requirements set forth above.

3. **Enforcement**

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.

During the post award or pre-bid conference, the objective shall be to impact critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: (Non-construction contracts do not require Davis-Bacon.)

- Davis-Bacon
- Minority and Women Owned Business Participation
- Resident Hiring Professional

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

4. **Monitoring and Enforcement Authority and Responsibility**

The function of monitoring and enforcing resident hiring will be carried out by the Section 3 Coordinator, including all field activities.

**DEFINITION:**

For participation in the Resident Hiring effort, a resident is defined as anyone who is residing in the Housing Authority or the City of Concord's public housing developments, Section 8 residents and individuals residing within the City of Concord who can be classified as low- and very low-income.



## INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN (SERVICE & PROFESSIONAL CONTRACTS)

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Opportunities Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business. The business must be 51% more owned by the City's low- and very low-income residents, or the City's public housing residents, or subcontractor/joint venture with a business that employs full-time, 30% or more of the City's public housing individuals, or low and very low-income individuals within the City limits, or
- 2) Direct hiring of the City's Housing Department's public housing residents and/or low- and very low-income neighborhood residents, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Section 3 Coordinator of the City.
- 4) Contribute to the City's resident educational fund in an amount commensurate with the sliding scale included in the Section 3 Conditions.

If a prime contractor is unable to satisfy the City's resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project.

In paragraph number one (1), if the (sub)contractor has identified a resident owned business or a business which employs 30% or more of the City's public housing or low- and very low-income neighborhood residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.

If the (sub)contractor plans to hire the City's public housing or low- and very low-income neighborhood residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in hiring the resident(s). For example, if your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 10% of your labor dollars or \$10,000.00. If the whole dollar amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into the City's Section 3 Resident Educational Fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the contractor's Section 3 obligations will be placed into the City's Resident Educational Fund, in which case paragraph three (3) must be completed and paragraphs one (1) and two (2) will contain zeroes in the percentage lines.

The second portion of the Section 3 Opportunities Plan begins with the specification or request for proposal title and number.

The third section is to be completed by listing current staff to be used to complete the work bid upon.

- (1) List the job titles,
- (2) Complete the Needed column if additional staff will be required to fulfill the classification,
- (3) In the Total column, list the total number of staff plus the number needed,
- (4) In the LIHDR and LIAR columns, list the number of current staff who are residents of the City's public housing, or who are low or very low income neighborhood residents,
- (5) In the To Be Filled column, list the number of positions that fit into the low- and very low-income Housing Department Residents (LIHDR) and low- and very low-income Area Residents (LIAR) who will be hired.
- (6) In the Hiring Goal column, list the number of the City's public housing residents or low and very low-income neighborhood residents you intend to hire.

The final section is to be completed after the contract has been awarded; interviews have taken Place and residents have been hired. The completed Section 3 Opportunities Plan must be submitted to the Section 3 Coordinator and Procurement/Contracts Department.

The City of Concord's public housing and low- and very low-income neighborhood residents are screened, and skills assessed by the Section 3 Coordinator. Each contractor is required to attend a pre- construction conference where contractual obligations will be explained, the contractor's Section 3 dollar amount will be determined, and the contractor's hiring goals will be discussed. The Section 3 Coordinator will refer qualified residents to be interviewed by the contractor.

The Section 3 Opportunities Plan that is submitted with the RFQ/RFP/IFB and the final copy that is submitted to the Section 3 Coordinator must be signed and include the title of person executing the plan.





NAME OF PRIME CONTRACTOR: \_\_\_\_\_  
TITLE OF RFP OR SPEC: \_\_\_\_\_  
SPEC.# OR RFP# OR PURCHASE ORDER#: \_\_\_\_\_  
CONTRACT #: \_\_\_\_\_

SECTION 3 COORDINATOR  
PROCUREMENT/CONTRACT COMPLIANCE DEPARTMENT

**WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.**

**1. Employment and Training of the City of Concord's Public Housing Residents and Low- and Very Low-Income Area Residents.**

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as its Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section D on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Schedule D. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide to qualified City residents.

The failure of the Contractor to comply with the approved plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract must complete this Schedule D and submit all relevant information required herein. A prime contractor, through its' subcontractors may satisfy the City's Resident Hiring Requirements. Please complete the Skill Needs Table in Section 1 of Section 3 Opportunities Plan in the following columns.

- 1) indicate each category of employment for all phase of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are currently filled;
  - (a) the number filled by neighborhood residents, excluding the City's Housing Department and other low and very low-income residents;
  - (b) the number filled by the City of Concord's Housing Department residents;
  - (c) how many positions need to be filled.
- 4) Indicate your goal for the number of positions you intend to fill with:
  - (a) Section 3 Residents
  - (b) Low and Very low income area residents.

NOTE: The minimum of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons (earning less than 80% of the median income in the City of Concord and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq.: as amended.

## II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your company's letterhead:

- 1) Indicate the goals, expressed in terms of percentage of planning subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- 3) A description of the method used to develop the goals above and the efforts to be undertaken by the Contractor to meet those goals.

Acknowledged by:

\_\_\_\_\_  
(President or Authorized Officer)

Date: \_\_\_\_\_





### SECTION 3 BUSINESS CONCERN CERTIFICATION

In an effort to comply with the federal Section 3 regulations, §24 CFR 135, - to promote contract, employment and training opportunities for the City of Concord's public housing residents- the City has instituted a Section 3 Certification application process. The City is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 business concerns and targeting Section 3 business concerns for the City's business opportunity events and educational programs. For detailed Section 3 information, refer to <http://www.hud.gov/offices/fheo/section3/section3.cfm>.

The City's Community Development Division is charged with administering the Authority's Section 3 certification program. Any business concern seeking Section 3 preferences in the awarding of contracts or purchase agreements shall complete appropriate certification forms and provide adequate documentation as evidence of eligibility for preference under the Section 3 program. Business concerns seeking to file for Section 3 preference shall contact:

Section 3 Coordinator  
Planning & Neighborhood  
Development Department  
704-920-5152, [planning@concordnc.gov](mailto:planning@concordnc.gov)

Applicants seeking this recognition must complete and submit the attached Section 3 Business Concern Application form and:

1. If your company is qualified because it is 51% or more owned and controlled by low or-very low-income persons\*, then complete the form entitled, **"Section 3 Business Concern – Resident Business Owner(s)" & the Section 3 Preference Income Verification Form** for the owner along with income documentation;

**OR**

2. If your company is qualified because Section 3 workers perform over 75% of the labor hours over a three-month period, then complete the form entitled, **"Section 3 Business Concern – 30% + Workforce" & the Section 3 Preference Income Verification Form** for each employee;

**OR**

3. If your company is qualified because it is 51% or more owned and controlled by current City of Concord Housing Department residents or Section 8-assisted housing residents, then complete form entitled, **"Section 3 Business Concern-Contracts Awarded"**. 24 CFR 135.5 – Definitions. Section 3 Business Concern

\*Section 3 Residents: Persons living in the Charlotte-Gastonia-Concord, NC-SC HUD Metro FMR Area whose household income falls below HUD's established income limits. The Charlotte-Gastonia-Concord, NC-SC HUD Metro FMR Area contains the following areas: Cabarrus County, NC; Gaston County, NC; Mecklenburg County, NC; Union County, NC; and York County, SC.

A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. 24 CFR 135.36 (c)

Please answer all questions and sign the forms. Send completed forms to the Section 3 Coordinator via email, [planning@concordnc.gov](mailto:planning@concordnc.gov), fax, 704-920-6964 or mail to 35 Cabarrus Avenue West, Concord, NC 28025. If you have any questions, feel free to contact the Planning office at 704-920-5152.



**SECTION 3 BUSINESS CONCERN APPLICATION**

Business Name: \_\_\_\_\_

D.B.A. (If different from above): \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Business Website: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Employer ID Number: \_\_\_\_\_ Owner's Social Security Number (if no EIN): \_\_\_\_\_

NC Business License #: \_\_\_\_\_

Number of employees: Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_ Contract: \_\_\_\_\_ Total: \_\_\_\_\_

Section 3 employees: Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_ Contract: \_\_\_\_\_ Total: \_\_\_\_\_

Has business worked directly for the City of Concord before:  Yes  No

M/WBE Status: Woman Business Enterprise  Yes  No \*Minority Business Enterprise  Yes  No

\* Ethnic/Racial Code:  African-American;  Native American;  Latino/Hispanic American;  Asian/Pacific American;  Hasidic Jew

List primary product or service: (check all that apply)

- General Contractor
- Electrical Contractor
- Material Supplier
- Mechanical Contractor
- Consultant Services
- Other \_\_\_\_\_

Professional or Contractor License Number (if applicable): \_\_\_\_\_

List additional products or services your business can provide:  
\_\_\_\_\_  
\_\_\_\_\_

Type of Business Entity (check one):

- Corporation
- Partnership
- Sole Proprietorship
- Limited Liability Corporation (LLC)
- Limited Liability Partnership (LLP)
- Joint Venture
- Other (describe): \_\_\_\_\_

Capacity limit: (Contract limit your business could manage)

- Up to \$300,000
- \$300,000 – \$500,000
- \$500,000 - \$1 million
- \$1-\$5 million
- \$5-\$10 million
- Other \_\_\_\_\_

**I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 business concern.**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_



**SECTION 3 BUSINESS CONCERN  
Resident Business Owner(s)**

Name of Owner: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

**Check the appropriate box for your family size and income and submit a Section 3 Preference Income Form:**

Check Box	# of Persons in Household	Gross Household Income Max.
<input type="checkbox"/>	1 individual	TBD
<input type="checkbox"/>	2 individuals	TBD
<input type="checkbox"/>	3 individuals	TBD
<input type="checkbox"/>	4 individuals	TBD
<input type="checkbox"/>	5 individuals	TBD
<input type="checkbox"/>	6 individuals	TBD
<input type="checkbox"/>	7 individuals	TBD
<input type="checkbox"/>	8 individuals	TBD

I certify that I am a resident of the Charlotte-Concord-Gastonia NC-SC Metropolitan Area and my total household income last year was less than the amount shown above for my family size. *(Note: Cabarrus County is part of the **Charlotte-Gastonia-Concord, NC-SC HUD Metro FMR Area**. The **Charlotte-Gastonia-Concord HUD Metro FMR Area** contains the following areas: Cabarrus County, NC; Gaston County, NC; Mecklenburg County, NC; Union County, NC; and York County, SC.) FY 20XX Income Limits Documentation*

*If the business is owned by more than one Section 3 resident, each should submit a separate Section 3 Resident Income Preference Claim Form. List each owner below:*

NAME & POSITION	ADDRESS	PERCENTAGE OF OWNERSHIP

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 business concern.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notary Signature and Seal:** \_\_\_\_\_



**SECTION 3 BUSINESS CONCERN  
30% + Workforce**

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for **all permanent full-time employees.** Copy this form if necessary.

List All Employees	Date Hired	Section 3 Resident (Submit the Section 3 Preference Income Verification Form)	Job Title/Trade
Name: Address: City/Zip		<input type="checkbox"/>	
Name: Address: City/Zip		<input type="checkbox"/>	
Name: Address: City/Zip		<input type="checkbox"/>	
Name: Address: City/Zip		<input type="checkbox"/>	
Name: Address: City/Zip		<input type="checkbox"/>	
Name: Address: City/Zip		<input type="checkbox"/>	
Name: Address: City/Zip		<input type="checkbox"/>	
Total Number of Employees:			
Number of Section 3 Residents			
Section 3 % of Total Workforce:			

**I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 business concern.**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notary Signature and Seal:** \_\_\_\_\_



**SECTION 3 BUSINESS CONCERN  
Contracts Awarded**

List all work performed by businesses meeting Section 3 business conditions:

<b>Name of Business &amp; Contact Information</b>	<b>Qualifying Condition</b>	<b>Total Contract Award</b>

I certify that the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notary Signature and Seal:** \_\_\_\_\_



Use additional sheets if needed and you may attach a résumé.

**Education:**

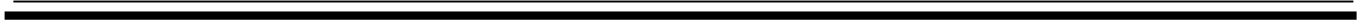
Circle Highest Level Completed:            12<sup>th</sup> Grade      GED      College 1 2 3 4      Graduate 1 2 3 4

College Courses (Specify): \_\_\_\_\_ College            Degree            (Specify): \_\_\_\_\_

Certificates (Specify): \_\_\_\_\_

Technical Training \_\_\_\_\_ (Specify): \_\_\_\_\_

Do you currently hold any licenses which are necessary for your present job or a past job? If so, what license?



**Work Experience**

Last or current job: \_\_\_\_\_ Employment dates from: \_\_\_\_\_ to \_\_\_\_\_

Business: \_\_\_\_\_ Job  
title: \_\_\_\_\_ Specific

duties: \_\_\_\_\_



Next most recent job: \_\_\_\_\_ Employment dates from: \_\_\_\_\_ to \_\_\_\_\_

Business: \_\_\_\_\_ Job  
title: \_\_\_\_\_ Specific

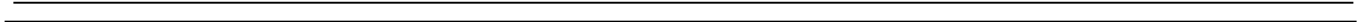
duties: \_\_\_\_\_



Next most recent job: \_\_\_\_\_ Employment dates from: \_\_\_\_\_ to \_\_\_\_\_

Business: \_\_\_\_\_ Job  
title: \_\_\_\_\_ Specific

duties: \_\_\_\_\_



Next most recent job: \_\_\_\_\_ Employment dates from: \_\_\_\_\_ to \_\_\_\_\_

Business: \_\_\_\_\_ Job  
title: \_\_\_\_\_ Specific

duties: \_\_\_\_\_



**Internal Use Only:**

Verified by: \_\_\_\_\_

Referred to: \_\_\_\_\_

Results: \_\_\_\_\_



### Section 3 Plan Certification

The Section 3 awarded contractor, \_\_\_\_\_ agrees to implement the following steps to increase opportunities for training and employment for low- and very low-income residents of the Section 3 covered area (Cabarrus County), and increase the utilization of business concerns within the Section 3 covered area or owned by Section 3 area resident in the City of Concord:

- A. To ascertain, from the locality’s CDBG program official, the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from, within the City of Concord, the necessary number of lower income residents through: local advertising media, sign placed at the proposed site for the project, community organizations, and public and private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or through a referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents; and to require all bidders and subcontractors to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts, which are typically negotiated rather than awarded through a bid process, in areas other than Section 3 covered project areas, are also negotiated, whenever feasible, in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation from this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the abortive steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 Plan.

As officers and representatives of \_\_\_\_\_, we, the undersigned, have read and fully agree to this Section 3 Plan, and agree to actively pursue the full implementation of this program.

(Signature)	(Title)	(Date)
-------------	---------	--------

(Signature)	(Title)	(Date)
-------------	---------	--------





### Section 3 Compliance Report

Must be completed by every contractor or subcontractor awarded a construction contract of \$100,000 or more on a Community Development Block Grant project.

<b>Grantee:</b> City of Concord	<b>Grant Type:</b> CDBG
<b>Contractor:</b>	
<b>Contract Amount:</b> \$	

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD (U.S. Department of Housing and Urban Development) financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing. Check all that apply:

- Attempted to recruit low-income resident through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area or nonmetropolitan county in which the Section 3 covered program or project is located or similar methods.
- Participated in a HUD program or other program that promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program that promotes the award of contracts to business concerns, which meet the definition of Section 3 business concerns.
- Coordinated with YouthBuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other. Describe: \_\_\_\_\_

Job Category Professional, Technician, Office/Clerical Construction: List by Trade:	Staff		New Hires/Trainees Total # of new Hires/Trainees that are Section 3 Residents	Staff Hours	
	Total # of Employees	Total # of Section 3 Employees		Total # of Staff Hours for New Hires that are Section 3 Residents	Total Staff Hours for Section 3 Employee
1.					
2.					
3.					
4.					
5.					
6.					

Submit to the City of Concord or the City's Representative within 15 days after your contract is complete.



**Sample Section 3 Job Opportunities Letter  
(Place on Company Letterhead)**

(Add the date here)

(Add the Name of the Recipient)

(Add the Address of the Recipient)

(Add the City, State and Zip for the Recipient)

RE: Job Opportunities as Required by Section 3 Regulations

Dear Sirs or Madam:

Please be advised that this firm will be performing a contract for the City of Concord, North Carolina on (insert name of project here).

Employment Opportunities are available in the following skills or trades:

(List trades and anticipated number of openings here)

In compliance with Section 3 Regulations, this firm will accept applications from all interested, qualified individuals, and will retain on file all qualified applications throughout the duration of the job.

It is our desire to locate individuals from the Section 3 area or individuals that fall within the required income guidelines and employ them to fill vacant positions. All interested individuals may contact our office to receive an e-mailed or faxed version of the application, or applications can be received in person at our job office located at the site or (insert address of firm here).

Sincerely,

(Add Name of Company Representative)

(Add Title Here)



**Sample Section 3 Business and Employment Notice  
(On behalf of the City of Concord)**

*(Instructions: Publish as a display advertisement in the local newspaper's non-legal section or post in City Hall and other Section 3 area locations.)*

The City of Concord is preparing to carry out the (insert Name of Project) through the use of Community Development Block Grant Funds. In the implementation of this project, the following job types may be available:

*(Insert List of Job Classifications to be available during the project. The awarded contractor will provide this list, if any positions may be available.)*

All job openings will be posted at the City of Concord's Planning Office, on the City's website, and through community organizations and public or private institutions operating within or serving lower-income residents within the project area or within the City's limits. To the greatest extent feasible, employment and training positions will be made available to qualified persons located in the City's designated low-income areas. Qualified persons for the jobs listed should register at the following locations:

*(Insert Name and Address of the Office or Other Location where qualified persons can apply for positions.)*

Additionally, the following contracts and procurements will/may be made, and to the greatest extent feasible, businesses located in and owned by persons residing in the City's designated low-income areas will be utilized:

*(Insert list of construction, non-construction, and service contracts to be procured during the project. Also, insert the list of construction subcontracts, major, specific equipment and general types of materials to be used during the project.)*

All above-referenced procurements will be made on a competitive basis. The names of businesses who respond to this notice will be included on procurement lists for this project. Names of job seekers will be given to contractors.

Any person residing or firm located in the above-named areas may request to participate in procurement opportunities associated with this project by contacting *(Insert local contact information)*.



## AFFIRMATIVE MARKETING PLAN AND PROCEDURES

### HOME Investment Partnerships Program (HOME)



City of Concord  
Planning & Neighborhood Development Department  
35 Cabarrus Avenue West  
Concord, NC 28025

## OVERVIEW OF THE AFFIRMATIVE FAIR HOUSING MARKETING PLAN

The Affirmative Fair Housing Marketing Plan (AFHMP) is a marketing strategy designed to attract renters and buyers of all majority and minority groups, regardless of sex, handicap and familial status to assisted rental units and sales of dwellings that are being marketed. The City of Concord, the Cabarrus/Iredell/Rowan HOME Consortium, and project owners must adopt affirmative marketing procedures and requirements for any housing with five (5) or more Home-assisted units. Affirmative marketing differs from general marketing activities because it specifically targets potential tenants and homebuyers who are least likely to apply for the housing, in order to make them aware of available affordable housing opportunities.

This marketing plan and procedure is a guide to assist the City of Concord, the Cabarrus/Iredell/Rowan HOME Consortium and its recipients and subrecipients that receive HOME funding. It summarizes AFHM plans and affirmative marketing procedures as required by the U.S. Department of Housing and Urban Development.

In developing an Affirmative Marketing Plan, the City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium requires all applicants to do the following:

1. **Targeting:** Identify the segments of the eligible population
2. **Outreach:** Outline an outreach program that includes special measures designed to attract those groups identified as least likely to apply and other efforts designed to attract persons from the total population.

3. **Indicators:** State the indicators to be used to measure the success of the marketing program. The effectiveness of the marketing program can be determined by noting if the program effectively attracted renters or buyers who are:
  - ✓ from the majority and minority groups, regardless of gender, as represented in the population of the housing market area;
  - ✓ person with disabilities and their families; and
  - ✓ families with children, if applicable.

All applicants are required to make a “good faith effort” to carry out the provisions of the Department of Housing and Urban Development’s Affirmative Marketing requirements (see Appendix B). Good faith efforts are recorded activities and documented outreach to those individuals identified as least likely to apply. Examples of such efforts include:

1. **Advertising** in print and electronic media that is used and viewed or listened to by those identified as least likely to apply;
2. **Marketing** housing to specific community, religious or other organizations frequented by those least likely to apply;
3. **Developing a brochure or handout** that describes facilities to be used by buyers or renters, e.g., transportation services, schools, hospitals, industry, and recreational facilities. The brochure should also describe how the proposed project will be accessible to physically handicapped persons and describes any reasonable accommodations made to persons with disabilities; and
4. **Insuring** that the management staff has read and understood the Fair Housing Act, and the purpose and objectives of the AFHM Plan.

**THE AFFIRMATIVE FAIR MARKETING PLAN  
HUD FORM -935.2  
(EXP. 11/30/2006)**

**PLEASE SEE APPENDIX A FOR FORM**

## **AFFIRMATIVE FAIR HOUSING MARKETING PROCEDURES**

Recipients and subrecipients of HOME funds through the City of Concord and the Cabarrus/Iredell/Rowan Home Consortium for rental and homebuyer projects containing five (5) or more HOME-assisted housing units must use affirmative marketing practices when soliciting renters or buyers.

HUD's definition of affirmative marketing is marketing efforts intended to reach those persons who are least likely to apply for HOME-assisted housing.

All project owners are required to do the following:

### **Outreach Documentation**

At least once annually, all project owners will conduct a public outreach effort that will make available public information on all rental units that have received assistance.

1. All marketing and advertising of HOME-assisted housing should reach the entire audience within each jurisdiction and all advertising must be placed in sources of wide circulation.
2. Media sources should specifically reach particular audiences, (e.g. newspapers that serve protected classes).
3. All advertisements brochures and other written materials should be published in multiple languages, in order to reach non-English speaking audiences and include the equal opportunity logotype or slogan.
4. Organizations whose membership or clientele consists primarily of protected class members should be contacted to display information.



5. The project owner must display the Equal Opportunity logo and fair housing poster in an area accessible to the public (e.g., rental office).

### **File Documentation**

The City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium Members will review the project owners' AFHM plan in accordance with compliance procedures as set forth in 24 CFR Part 108. All project owners must keep the following materials in the AFHM file for future monitoring of records:

1. Copies of advertisements, brochures, leaflets, and letters to community contacts.
2. Maintenance of information on the race, sex and ethnicity of applicants and tenants to demonstrate the results of the owner's affirmative marketing efforts.

In instances of noncompliance by a project owner, a finding will be issued and corrected action taken by the project owner in the time specified. The project owner will, for the period of affordability, maintain information demonstrating compliance with the requirements in this marketing plan.

**APPENDIX A**  
**HUD FORM AND INSTRUCTIONS AFFIRMATIVE**  
**FAIR HOUSING MARKETING PLAN**

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

# Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp. 1/31/2021)

1a. Project Name & Address (including City, County, State & Zip Code)

1b. Project Contract Number

1c. No. of Units

1d. Census Tract

1e. Housing/Expanded Housing Market Area

Housing Market Area:  
Expanded Housing Market Area:

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1h. Entity Responsible for Marketing (check all that apply)

Owner    Agent    Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

2a. Affirmative Fair Housing Marketing Plan

Plan Type Please Select Plan Type   Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly    Family    Mixed (Elderly/Disabled)    Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies

To place applicants on a waiting list  (which currently has  individuals)

To reopen a closed waiting list  (which currently has  individuals)

**3a. Demographics of Project and Housing Market Area**  
Complete and submit Worksheet 1.

**3b. Targeted Marketing Activity**

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- White       American Indian or Alaska Native       Asian       Black or African American  
 Native Hawaiian or Other Pacific Islander       Hispanic or Latino       Persons with Disabilities  
 Families with Children       Other ethnic group, religion, etc. (specify)

**4a. Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.   
If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

**4b. Proposed Marketing Activities: Community Contacts**

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

**4c. Proposed Marketing Activities: Methods of Advertising**

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

**5a. Fair Housing Poster**

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office     Real Estate Office     Model Unit     Other (specify)

**5b. Affirmative Fair Housing Marketing Plan**

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office     Real Estate Office     Model Unit     Other (specify)

**5c. Project Site Sign**

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office     Real Estate Office     Model Unit     Entrance to Project     Other (specify)

The size of the Project Site Sign will be  x

The Equal Housing Opportunity logo or slogan or statement will be  x

**6. Evaluation of Marketing Activities**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

**7a. Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

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**7b. Staff Training and Assessment: AFHMP**

(1) Has staff been trained on the AFHMP?

(2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?

(3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

(4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?

(5) If yes, how and how often?

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**7c. Tenant Selection Training/Staff**

(1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

(2) What staff positions are/will be responsible for tenant selection?

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**7d. Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

**8. Additional Considerations** Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

**9. Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

**For HUD-Office of Housing Use Only**

Reviewing Official:

**For HUD-Office of Fair Housing and Equal Opportunity Use Only**

Approval

Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name  
(type  
or  
print)

Name  
(type  
or  
print)

Title

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

#### **INSTRUCTIONS:**

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

#### **Part 1: Applicant/Respondent and Project**

**Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

#### **Part 2: Type of AFHMP**

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.



### Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

### Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described. **Please attach a copy of the advertising or marketing material.**

### Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

## Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

## Part 7- Marketing Staff and Training.

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act. Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

## Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

## Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

## Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities**  
 (See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. Please attach maps showing both the housing market area and the expanded housing market area.

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

**Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)**

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
<b>Newspaper(s)</b>			
<b>Radio Station(s)</b>			
<b>TV Station(s)</b>			
<b>Electronic Media</b>			
<b>Bulletin Boards</b>			
<b>Brochures, Notices, Flyers</b>			
<b>Other (specify)</b>			

**APPENDIX B**

**TITLE 24 SUBPART H, SECTION 92.351  
AFFIRMATIVE MARKETING; MINORITY OUTREACH PROGRAM**

(2) *Eligible sponsors.* A loan may be provided only to a community housing development organization that has, with respect to the project concerned, site control (evidenced by a deed, a sales contract, or an option contract to acquire the property), a preliminary financial commitment, and a capable development team.

(3) *Repayment.* The community housing development organization must repay the loan to the participating jurisdiction from construction loan proceeds or other project income. The participating jurisdiction may waive repayment of the loan, in whole or in part, if there are impediments to project development that the participating jurisdiction determines are reasonably beyond the control of the community housing development organization.

#### § 92.302 Housing education and organizational support.

HUD is authorized to provide education and organizational support assistance, in conjunction with HOME funds made available to community housing development organizations in accordance with section 233 of the Act. HUD will publish a notice in the FEDERAL REGISTER announcing the availability of funding under this section, as appropriate. The notice need not include funding for each of the eligible activities, but may target funding from among the eligible activities.

#### § 92.303 Tenant participation plan.

A community housing development organization that receives assistance under this part must adhere to a fair lease and grievance procedure approved by the participating jurisdiction and provide a plan for and follow a program of tenant participation in management decisions.

### Subpart H—Other Federal Requirements

#### § 92.350 Other Federal requirements and nondiscrimination.

(a) The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and

equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling.

(b) The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108).

[62 FR 28930, May 28, 1997, as amended at 61 FR 90657, Dec. 14, 2016]

#### § 92.351 Affirmative marketing; minority outreach program.

(a) *Affirmative marketing.* (1) Each participating jurisdiction must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and downpayment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If participating jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with § 92.253(d)(3), the participating jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.

(2) The affirmative marketing requirements and procedures adopted must include:

(i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

(ii) Requirements and practices each subrecipient and owner must adhere to



in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

(iv) Records that will be kept describing actions taken by the participating jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and

(v) A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

(3) A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in paragraphs (a) and (b) of this section.

(b) *Minority outreach.* A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 200.321 of title 2 Code of Federal Regu-

lations describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013; 80 FR 75935, Dec. 7, 2015]

**§ 92.352 Environmental review.**

(a) *General.* The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with HOME funds.

(b) *Responsibility for review.* (1) The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decisionmaking, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under 24 CFR part 58. No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58.

(2) A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

(3) HUD will perform the environmental review, in accordance with 24 CFR part 50, for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

[61 FR 48750, Sept. 16, 1996, as amended at 78 FR 44678, July 24, 2013]

**APPENDIX C**  
**24 CFR PART 108**  
**COMPLIANCE PROCEDURES**  
**FOR AFFIRMATIVE**  
**FAIR HOUSING MARKETING;**

**Federal Register**

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Thursday  
August 12, 1999

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Part III

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**Department of  
Housing and Urban  
Development**

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24 CFR Part 108

Compliance Procedures for Affirmative  
Fair Housing Marketing; Nomenclature  
Change; Final Rule

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**24 CFR Part 108**

[Docket No. FR-4514-F-01]

RIN 2529-AA87

**Compliance Procedures for Affirmative Fair Housing Marketing; Nomenclature Change**

**AGENCY:** Office of the Assistant Secretary for Fair Housing and Equal Opportunity, HUD.

**ACTION:** Final rule.

**SUMMARY:** HUD's regulations at 24 CFR part 108 cover compliance procedures for affirmative fair housing marketing. As a result of internal HUD organizational changes, the offices referred to in these regulations no longer exist as they did when the regulations were issued. This final rule updates these references. This final rule also incorporates language that all correspondence that could lead to an enforcement action against a small entity (such as audits, investigations, or compliance reviews) will notify the small entity of its right to comment to the National Small Business Ombudsman. This requirement is added in accordance with the Small Business Regulatory Enforcement Fairness Act. **DATES:** *Effective date:* September 13, 1999.

**FOR FURTHER INFORMATION CONTACT:** Pamela D. Walsh, Office of Fair Housing and Equal Opportunity, Room 5224, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC, 20410-2000; telephone (202) 708-2288 (this is not a toll-free number). Hearing- or speech-impaired individuals may access this number via TTY by calling the toll-free Federal Information Relay Service at (800) 877-8339.

**SUPPLEMENTARY INFORMATION:**

**I. Background Information**

HUD's regulations at 24 CFR part 108 cover compliance procedures for affirmative fair housing marketing. These regulations were published in 1979. Since then, HUD and the Office of Fair Housing and Equal Opportunity have experienced several reorganizations. As currently promulgated, the regulations define a compliance process that requires two offices to perform complementary monitoring and reviewing functions. An Area Office is primarily responsible for monitoring functions and a Regional Office is primarily responsible for reviewing functions. As a result of

recent internal HUD organizational changes, however, these offices no longer exist as they did when the regulations were issued in 1979.

This final rule replaces references to Area Office and Regional Office with the terms *monitoring office* and *civil rights/compliance reviewing office*, respectively. These terms do not correspond to actual offices within HUD, but are intended to reflect the functions of each office within the compliance process. HUD will publish concurrently with this final rule a notice in the Federal Register that designates the specific offices within HUD that will act as monitoring and civil rights/compliance reviewing offices under this part. In the future, should HUD's internal organizational structure change again, the specific offices that will act as monitoring and civil rights/compliance reviewing offices will again be designated through a notice published in the Federal Register.

With respect to compliance reviews, which are addressed in 24 CFR part 108, HUD is cognizant that section 222 of the Small Business Regulatory Enforcement Fairness Act (SBREFA) requires the Small Business and Agriculture Regulatory Enforcement Ombudsman to "work with each agency with regulatory authority over small businesses to ensure that small business concerns that receive or are subject to an audit, on-site inspection, compliance assistance effort or other enforcement related communication or contact by agency personnel are provided with a means to comment on the enforcement activity conducted by this personnel." To implement this statutory provision, the Small Business Administration has requested that agencies include the following language on agency publications and notices that are provided to small businesses concerns at the time the enforcement action is undertaken. The language is as follows: **Your Comments Are Important**

The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of [insert agency name], call 1-888-REG-FAIR (1-888-734-3247).

As HUD stated in its notice describing HUD's actions on implementation of SBREFA, which was published on May 21, 1998 (63 FR 28214), HUD intends to work with the Small Business Administration (SBA) to provide small entities with information on the

Fairness Boards and National Ombudsman program, at the time enforcement actions are taken, to ensure that small entities have the full means to comment on the enforcement activity conducted by HUD. Accordingly, this rule adopts the language requested by the SBA and it is included in § 108.25(b).

**II. Justification for Final Rulemaking**

HUD generally publishes a rule for public comment before issuing a rule for effect, in accordance with its own regulations on rulemaking at 24 CFR part 10. Part 10 provides for exceptions to the general rule if the agency finds good cause to omit advance notice and public participation. The good cause requirement is satisfied when prior public procedure is "impracticable, unnecessary, or contrary to the public interest" (24 CFR 10.1). For the following reasons, HUD finds that good cause exists to publish this rule for effect without first soliciting public comment.

This final rule makes nomenclature changes to 24 CFR part 108. As a result of internal HUD organizational changes the offices referred to in the current regulations no longer exist as they did when the regulations were issued. This final rule merely replaces references to Area Office and Regional Office with the terms *monitoring office* and *civil rights/compliance reviewing office*, respectively. This rule also amends 24 CFR part 108 to include "notification" language to small entities, consistent with SBREFA, which the SBA has requested Federal agencies adopt in their enforcement regulations, and which HUD has agreed to adopt in its enforcement regulations. Neither of these two amendments make any substantive changes to the compliance procedures contained in part 108. Therefore, we have determined that it is unnecessary to publish this rule for public comment prior to publishing the rule for effect.

**III. Findings and Certifications**

*Environmental Impact*

This final rule involves regulations that set out fair housing or nondiscrimination standards or enforcement procedures. Accordingly, under 24 CFR 50.19(c)(3), this final rule is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (Public Law 91-190, 83 Stat. 852, codified as amended at 42 U.S.C. 4321-4347).

*Regulatory Flexibility Act*

*Section 605(b).* The Secretary has reviewed this final rule before publication and by approving it certifies, in accordance with the Regulatory Flexibility Act (5 U.S.C. 605(b)), that this final rule would not have a significant economic impact on a substantial number of small entities. This final rule implements a nomenclature change only and does not make any substantive changes to the regulations at 24 CFR part 108. Therefore, the action taken by this rule (the nomenclature change) does not create any additional burden.

*Section 610.* HUD notes, however, that changes were last made to this rule in 1985. Section 610 of the Regulatory Flexibility Act requires Federal Agencies to review every ten years existing regulations that have or will have a significant economic impact on a substantial number of small entities. The purpose of the review is to determine whether existing rules should be left unchanged, or whether they should be revised or rescinded in order to minimize significant economic impacts on a substantial number of small entities. In deciding whether change is necessary, the Regulatory Flexibility Act establishes several factors that must be considered:

- (1) Whether the rule is still needed;
- (2) What type of complaints or comments were received from the public concerning the rule;
- (3) The complexity of the rule;
- (4) How much the rule overlaps, duplicates or conflicts with other Federal rules, and, to the extent feasible, with State and local governmental rules; and
- (5) How long it has been since the rule has been evaluated or how much the technology, economic conditions, or other factors have changed in the area affected by the rule.

During the years that the regulations in 24 CFR part 108 have been in effect, HUD has not received any data that indicates that the requirements of this part have had a significant economic impact on a substantial number of small entities. Nevertheless, HUD has reviewed this rule in accordance with the principles of section 610.

(1) This rule is only applicable to participants in certain HUD programs, as specified in § 108.1. Because HUD's mission is to provide a decent, safe and sanitary home and suitable living environment for every American, and this mission encompasses fighting for fair housing and increasing affordable housing and homeownership, HUD believes that this rule is needed for

HUD's programs. HUD's programs should provide the leadership in marketing sales and rentals of homes that affirmatively furthers fair housing.

(2) HUD has not received complaints about this rule.

(3) The rule is not complex.

(4) The rule does not overlap, duplicate or conflict with other Federal rules, nor, to the extent feasible, with State and local governmental rules. Again, this rule is only applicable to HUD programs.

(5) The rule was last evaluated in 1995 as part of President Clinton's directive to all Federal agencies to review all existing regulations and determine which regulations were obsolete, no longer necessary or could be consolidated with other regulations. In 1995, HUD determined, as it has now, that this rule is needed, and that the rule did not duplicate other HUD regulations, and therefore consolidation with other regulations was not appropriate.

The marketing techniques addressed by this rule have changed given the change in technology. The rule, however, does not regulate the type of marketing techniques used. Rather, the rule provides that whatever marketing techniques the HUD program participant commits to utilize in its Affirmative Fair Housing Marketing (AFHM) plan, the participant utilizes such techniques to affirmatively further fair housing.

As noted earlier, although this rule makes no substantive changes to 24 CFR part 108, only nomenclature changes, HUD welcomes comments from its program participants about its part 108 regulation and their experience with its requirements to date. Comments that provide a factual basis for any views or suggestions presented are particularly helpful to HUD in its evaluation of this regulation. Comments should be submitted to: Office of the General Counsel, Rules Docket Clerk, Room 10276, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC 20410-0500. Comments should refer to the docket number of FR-4514-F-01.

*Unfunded Mandates Reform Act*

Title II of the Unfunded Mandates Reform Act of 1995 (Public Law 104-4, 109 Stat. 48, 64, codified at 2 U.S.C. 1531-1538) (UMRA) requires Federal agencies to assess the effects of their regulatory actions on State, local, and tribal governments and on the private sector. This final rule does not impose, within the meaning of the UMRA, any Federal mandates on any State, local, or

tribal governments or on the private sector.

*Federalism Impact*

The General Counsel, as the Designated Official under section 6(a) of Executive Order 12612 (entitled "Federalism"), has determined that the policies contained in this rule will not have substantial direct effects on States or their political subdivisions, on the relationship between the Federal Government and the States, or on the distribution of power and responsibilities among various levels of government.

*List of Subjects in 24 CFR Part 108*

Fair housing, Reporting and recordkeeping requirements.

For the reasons discussed in the preamble, HUD proposes to amend 24 CFR part 108 as follows:

**PART 108—COMPLIANCE PROCEDURES FOR AFFIRMATIVE FAIR HOUSING MARKETING**

1. The authority citation for part 108 is revised to read as follows:

Authority: 42 U.S.C. 3608, 3535(d); E.O. 11063, 27 FR 11527, 3 CFR, 1958-1963 Comp., p. 652; E.O. 12892, 59 FR 2939, 3 CFR, 1994 Comp., p. 849.

2. Add new paragraphs (e) and (f) to § 108.1 to read as follows:

**§ 108.1 Purpose and application.**

\* \* \* \* \*

(e) The term monitoring office includes any office within HUD designated by HUD to act as a monitoring office. As necessary, HUD will designate specific offices within HUD to act as monitoring offices through a notice published in the Federal Register.

(f) The term *civil rights/compliance reviewing office* includes any office within HUD designated by HUD to act as a civil rights/compliance reviewing office. As necessary, HUD will designate specific offices within HUD to act as civil rights/compliance reviewing offices through a notice published in the Federal Register.

3. Revise the first and second sentences of § 108.15 to read as follows:

**§ 108.15 Pre-occupancy conference.**

Applicants shall submit a Notification of Intent to Begin Marketing to the monitoring office no later than 90 days prior to engaging in sales or rental marketing activities. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office shall review any previously approved plan and may schedule a pre-occupancy conference. \* \* \*

## 4. Revise § 108.20 to read as follows:

**§ 108.20 Monitoring office responsibility for monitoring plans and reports.****(a) Submission of documentation.**

Pursuant to initiation of marketing, the applicant shall submit to the monitoring office reports documenting the implementation of the AFHM plan, including sales or rental reports, as required by the Department. Copies of such documentation shall be forwarded to the civil rights/compliance reviewing office by the monitoring office as requested.

**(b) Monitoring of AFHM plan.** The monitoring office is responsible for monitoring AFHM plans and providing technical assistance to the applicant in preparation or modification of such plans during the period of development and initial implementation.

**(c) Review of applicant's reports.** Each sales or rental report shall be reviewed by the monitoring office as it is received. When sales or rental reports show that 20% of the units covered by the AFHM plan have been sold or rented, or whenever it appears that the plan may not accomplish its intended objective, the monitoring office shall notify the civil rights/compliance reviewing office.

**(d) Failure of applicant to file documentation.** If the applicant fails to file required documentation, the applicant shall be sent a written notice indicating that if the delinquent documentation is not submitted to the monitoring office within 10 days from date of receipt of the notice, the matter will be referred to the civil rights/compliance reviewing office by the monitoring office for action which may lead to the imposition of sanctions.

## 5. Revise § 108.21 to read as follows:

**§ 108.21 Civil rights/compliance reviewing office compliance responsibility.**

The civil rights/compliance reviewing office shall be responsible for determining whether an applicant's actions are in apparent compliance with its approved AFHM plan, the AFHM regulations, and this part and for determining changes or modifications necessary in the plan after initiation of marketing.

6. Revise paragraphs (a), (b), (d), (e), (f), (g), and (h) of § 108.25 to read as follows:

**§ 108.25 Compliance meeting.**

**(a) Scheduling meeting.** If an applicant fails to comply with requirements under § 108.15 or § 108.20 or it appears that the goals of the AFHM plan may not be achieved, or that the implementation of the Plan should be

modified, the civil rights/compliance reviewing office shall schedule a meeting with the applicant. The meeting shall be held at least ten days before the next sales or rental report is due. The purpose of the compliance meeting is to review the applicant's compliance with AFHM requirements and the implementation of the AFHM Plan and to indicate any changes or modifications which may be required in the Plan.

**(b) Notice of Compliance Meeting.** A Notice of Compliance Meeting shall be sent to the last known address of the applicant, by certified mail or through personal service. The Notice will advise the applicant of the right to respond within seven (7) days to the matters identified as subjects of the meeting and to submit information and relevant data evidencing compliance with the AFHM regulations, the AFHM Plan, Executive Order 11063 and title VIII of the Civil Rights Act of 1968, when appropriate. If the applicant is a small entity, as defined by the regulations of the Small Business Administration, the Notice shall include notification that the entity may submit comment on HUD's actions to the Small Business and Agriculture Regulatory Enforcement Ombudsman, and shall include the appropriate contact information.

\* \* \* \* \*

**(d) Preparation for the compliance meeting.** The monitoring office will provide information concerning the status of the project or housing involved to be presented to the applicant at the meeting. The monitoring office shall be notified of the meeting and may send representatives to the meeting.

**(e) Resolution of matters.** Where matters raised in the compliance meetings are resolved through revision to the plan or its implementation, the terms of the resolution shall be reduced to writing and submitted to the civil rights/compliance reviewing office within 10 days of the date of the compliance meeting.

**(f) Determination of compliance.** If the evidence shows no violation of the AFHM regulations and that the applicant is complying with its approved AFHM plan and this part, the civil rights/compliance reviewing office shall so notify the applicant within 10 days of the meeting.

**(g) Determination of possible noncompliance.** If the evidence indicates an apparent failure to comply with the AFHM plan or the AFHM regulation, or if the matters raised cannot be resolved, the civil rights/compliance reviewing office shall so notify the applicant no later than ten (10) days after the date the compliance

meeting is held, in writing by certified mail, return receipt requested, and shall advise the applicant that the Department will conduct a comprehensive compliance review or refer the matter to the Assistant Secretary for Fair Housing and Equal Opportunity for consideration of action including the imposition of sanctions. The purpose of a compliance review is to determine whether the applicant has complied with the provisions of Executive Order 11063, title VIII of the Civil Rights Act of 1968, and the AFHM regulations in conjunction with the applicant's specific AFHM plan previously approved by HUD.

**(h) Failure of applicant to attend the meeting.** If the applicant fails to attend the meeting scheduled pursuant to this section, the civil rights/compliance reviewing office shall so notify the applicant no later than ten (10) days after the date of the scheduled meeting, in writing by certified mail, return receipt requested, and shall advise the applicant as to whether the civil rights/compliance reviewing office will conduct a comprehensive compliance review or refer the matter to the Assistant Secretary for Fair Housing and Equal Opportunity for consideration of action including the imposition of sanctions.

7. Revise the first and second sentences of § 108.35 to read as follows:

**§ 108.35 Complaints.**

Individuals and private and public entities may file complaints alleging violations of the AFHM regulations or an approved AFHM plan with any monitoring office, civil rights/compliance reviewing office, or with the Assistant Secretary for FH&EO. Complaints will be referred to the civil rights/compliance reviewing office.

\* \* \*

8. Revise paragraphs (a) and (b) of § 108.40 to read as follows:

**§ 108.40 Compliance reviews.**

**(a) General.** All compliance reviews shall be conducted by the civil rights/compliance reviewing office. Complaints alleging a violation(s) of the AFHM regulations, or information ascertained in the absence of a complaint indicating an applicant's failure to comply with an AFHM plan, shall be referred immediately to the civil rights/compliance reviewing office. The monitoring office shall be notified as appropriate of all alleged violations of the AFHM regulations or alleged failure to comply with an AFHM plan.

**(b) Initiation of compliance reviews.** Even in the absence of a complaint or other information indicating

noncompliance pursuant to paragraph (a), the civil rights/compliance reviewing office may conduct periodic compliance reviews throughout the life of the mortgage in the case of multi-family projects and throughout the duration of the Housing Assistance Payments Contract with the Department in the case of housing assisted under

section 8 of the United States Housing Act of 1937, as amended, 42 U.S.C. 1437.

\* \* \* \* \*

§ 108.45 [Amended]

9. Remove the last sentence of § 108.45.

Dated: July 26, 1999.

Eva M. Plaza,

*Assistant Secretary for Fair Housing and Equal Opportunity.*

[FR Doc. 99-20801 Filed 8-11-99; 8:45 am]

BILLING CODE 4210-20-P

RESOLUTION AUTHORIZING THE USE OF LISTSERVS, PROFESSIONAL ASSOCIATIONS,  
WORK GROUPS and SIMILAR DISCLOSURES OF REPRESENTATION

WHEREAS the North Carolina State Bar promulgates the Rules of Professional Conduct as approved by the North Carolina Supreme Court (the "Rules"); and

WHEREAS pursuant to Rule 1.6, lawyers are required to maintain the confidentiality of all information acquired during the professional relationship unless the client gives informed consent for disclosure; and

WHEREAS the fact that the lawyer is representing the client and the identity of the client is determined to be information that is acquired during the professional relationship; and

WHEREAS the attorneys and paraprofessionals who represent the City of Concord are involved in professional associations, professional work groups, attend professional conferences, utilize signature blocks on email and other correspondence, utilize email listservs, and may be involved in similar activities which by their nature disclose the fact of representation of the City.

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

1. The City Council has been fully informed of the fact that the lawyers and paraprofessionals in the Legal Department who represent the City may participate in activities that may disclose the fact that the lawyers and paraprofessionals represent the City and does consent to the disclosure of the fact of representation by such participation.

Adopted this \_\_\_\_\_ day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

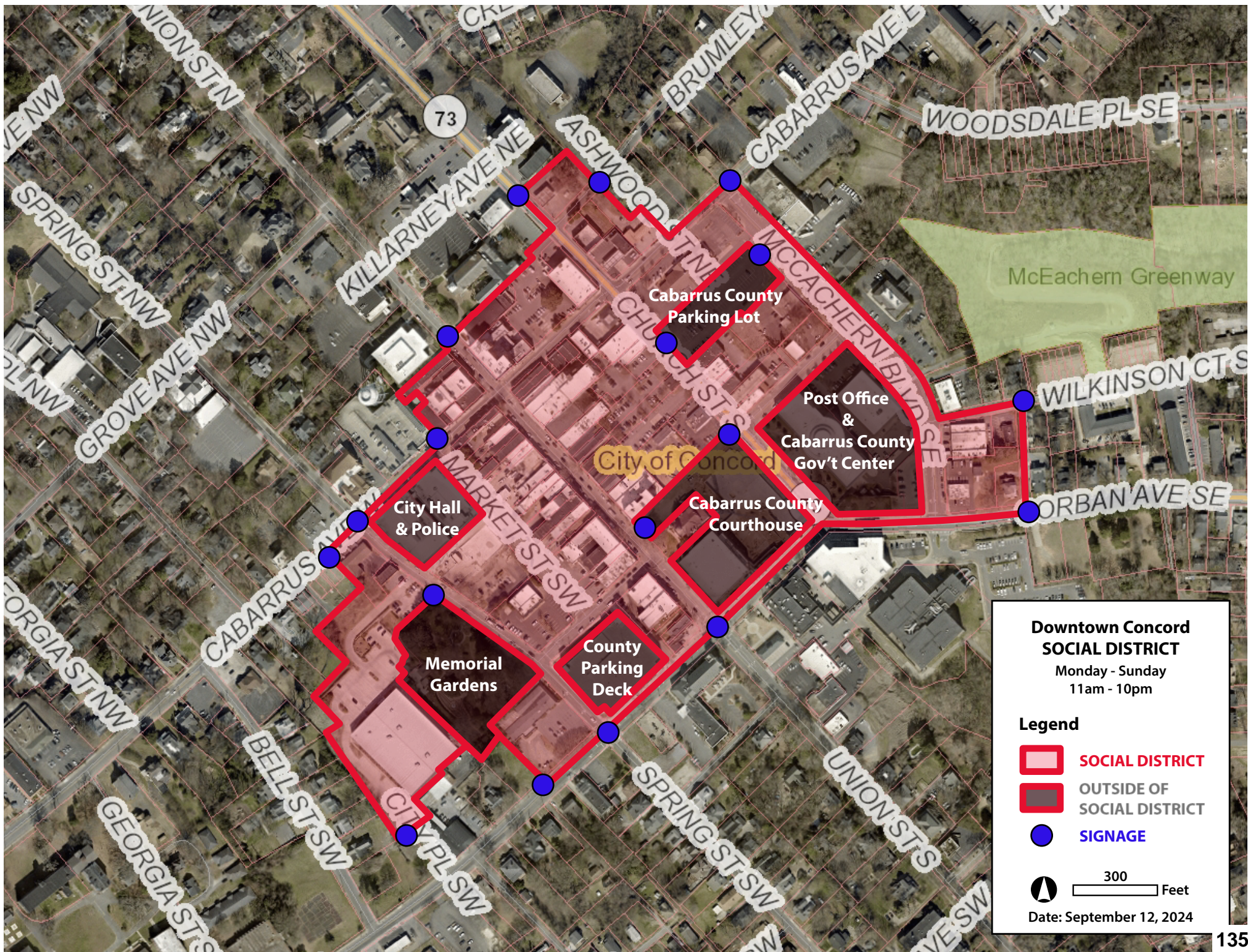
\_\_\_\_\_  
William "Bill" Dusch, Mayor

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk

[SEAL]





**Downtown Concord  
SOCIAL DISTRICT**

Monday - Sunday  
11am - 10pm

**Legend**

- SOCIAL DISTRICT
- OUTSIDE OF SOCIAL DISTRICT
- SIGNAGE

300 Feet

Date: September 12, 2024



AN ORDINANCE AMENDING PORTIONS OF CHAPTER 50 OF THE CONCORD  
CODE OF ORDINANCES

WHEREAS, the City Council of the City of Concord, North Carolina, has adopted a Code of Ordinances; and

WHEREAS, the City Council of the City of Concord is authorized from time to time to amend the Concord Code of Ordinances of the City of Concord; and

WHEREAS, the City Council of the City of Concord recognizes the need to amend the Concord Code of Ordinances of the City of Concord and hereby adopts the following changes to the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, after due consideration and in the best interests of its citizens and property of Concord, that:

Section 1. That Chapter 50, **Article X Social Districts**, of the Concord Code of Ordinances be hereby added.

Section 2. That Article X Chapter 50, **Section 50-307 – Purpose and intent**, of the Concord Code of Ordinances be hereby added and stated as follows:

(a) Pursuant to the provisions of G.S. § 160A-205.4, et seq, one or more social districts may be created within the city and the city hereby creates and designates the following social district:

(1) Downtown Concord Social District which is designated as shown on a map dated **September 12, 2024**; the map is available in the office of the city clerk, and signage and/or markings shall be posted clearly delineating the boundaries of the social district.

(b) The Downtown Concord Social District shall be created, designated, and managed in accordance with the requirements contained in G.S. § 160A-205.4 and Chapter 18B.

(c) Any person who violates this article, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a misdemeanor.

Section 3. That Article X Chapter 50, **Section 50-308 – Definitions**, of the Concord Code of Ordinances be hereby added and stated as follows:

*Non-permittee* means and refers to a person holding no ABC permits issued by the North Carolina Alcoholic Beverage Control Commission.

*Permittee* means and refers to a person holding any of the following ABC permits issued by the North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200:

- (1) An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
- (2) An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
- (3) An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
- (4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
- (5) A wine shop permit issued pursuant to G.S. 18B-1001(16).**
- (6) A distillery permit issued pursuant to G.S. 18B-1100(5).

*Person* means and refers to an individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of individuals acting as a unit.

*Premises* means and refers to a fixed permanent establishment, including all areas inside or outside the permitted establishment, where the permittee has control through a lease, deed, or other legal process.

*Social district* means and refers to a defined outdoor area in which a citizen may consume alcoholic beverages sold by a permittee. This term does not include the permittee's licensed premises or an extended area allowed under G.S. § 18B-904(h).

Section 4. That Article X Chapter 50, **Section 50-309 – Application**, of the Concord Code of Ordinances be hereby added and stated as follows:

(a) The provisions and terms contained in this article shall be applicable between the hours of 11:00 a.m. and 10:00 p.m., Monday through Sunday. At all other times, the provisions and terms contained in this article are not in effect and all provisions of state and local laws concerning the possession and consumption of alcohol shall be in full force and effect.

(b) Any alcoholic beverage purchased for consumption in a social district shall (i) only be consumed in that social district and (ii) be disposed of before the person in possession of the alcoholic beverage exits that social district unless the person is reentering the licensed premises where the alcoholic beverage was purchased. A violation of this section is a class 3 misdemeanor.

Section 5. That Article X Chapter 50, **Section 50-310 – Requirements for sale of alcoholic beverages**, of the Concord Code of Ordinances be hereby added and stated as follows:

A permittee located in or contiguous to a social district may sell alcoholic beverages for consumption within that social district in which it is located in or contiguous to in accordance with the following requirements:

(1) The permittee shall only sell and serve alcoholic beverages on its licensed premises.

(2) The permittee shall only sell alcoholic beverages for consumption in the social district in which it is located in a container that meets all of the following requirements:

- a. The container clearly identifies the permittee from which the alcoholic beverage was purchased.
- b. The container clearly displays a logo or some other mark that is unique to the social district in which it is sold.
- c. The container is not made of glass.
- d. The container displays, in no less than 12-point font, the statement, "Drink Responsibly—Be 21."
- e. The container shall not hold more than sixteen (16) fluid ounces.

(3) The permittee shall not allow a person to enter or reenter its licensed premises with an alcoholic beverage not sold by the permittee.

Section 6. That Article X Chapter 50, **Section 50-311 – Requirements for possession and consumption of alcoholic beverages**, of the Concord Code of Ordinances be hereby added and stated as follows:

The possession and consumption of an alcoholic beverage in a social district is subject to all of the following requirements:

(1) Only alcoholic beverages purchased from a permittee located in or contiguous to the social district may be possessed and consumed in that social district.

(2) Alcoholic beverages shall only be in containers meeting the requirements set forth in this article.

(3) Alcoholic beverages shall only be possessed and consumed during the days and hours set forth in this article.

(4) Nothing in this subdivision shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in G.S. § 18B-1010.

(5) A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the social district in which the beverage was purchased unless the person is reentering the licensed premises where the alcoholic beverage was purchased.

(6) A participating non-permittee business is required to always display the uniform sign during the times when the social district is active as to whether the business allows for patrons to enter their business with alcohol.

(7) All permittee and non-permittee businesses that are part of a social district and allow customers to bring alcoholic beverages onto their premises are required to clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point.

(8) During the days and hours when the social district is in effect as set forth in this Article, a non-permittee business that allows customers to bring alcoholic beverages onto its premises is required to allow law enforcement officers access to the areas of the premises accessible by customers.

(9) A violation of this section is a class 3 misdemeanor.

Section 6. That Article X Chapter 50, **Section 50-312 – Public Assembly**, of the Concord Code of Ordinances be hereby added and stated as follows:

When a public assembly (as that term is used in article VIII of this chapter) is held pursuant to the issuance of an assembly permit (as that term is used in article VIII of this Chapter) the terms of the assembly permit supersede the provisions of this article within the boundaries of the special event. Any alcohol purchased within the boundaries of the public assembly may be taken outside of the public assembly, as long as the alcohol is to be taken from the boundary of the public assembly into the boundary of a social district. Any alcohol purchased from a permittee may be taken into a public assembly, as long as the alcohol is to be taken from the boundary of the social district into the boundary of a public assembly.

Section 7. That Article X Chapter 50, **Section 50-313 – Severability**, of the Concord Code of Ordinances be hereby added and stated as follows:

If any section, phrase, sentence, or portion of this article is held void, invalid, unconstitutional, or unenforceable for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions thereof.

Section 8. This Ordinance shall be effective **upon adoption**.

**Adopted this the 12<sup>th</sup> day of September, 2024.**

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

/s/ William C. Dusch, Mayor

ATTEST: /s/ Kim J. Deason, City Clerk

/s/ VaLerie Kolczynski, City Attorney



## **Youth Sports Grants (Equipment & Facility Upgrades/Enhancements)**

Updated July 2024

### **1. Eligibility**

Applicants must qualify as either a local government agency, or 501(c)(3) nonprofit organization as follows:

#### **A. Local Government Agency:**

A North Carolina local government agency.

#### **B. Nonprofit Organization:**

A North Carolina nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

### **2. Funding Guidelines**

Up to \$20,000 per North Carolina county is available in state fiscal year 2024-25 and up to \$10,000 per North Carolina county will be available annually after state fiscal year 2024-25 for the following:

#### **A. Purchase of Youth Sports Equipment:**

To purchase sports equipment that will be used for youth sports and programs.

#### **B. Public Facility Upgrades or Improvements Which Would Benefit Youth Sports:**

To upgrade, or improve public sports facilities that will primarily benefit youth sports.

### **3. Applications**

Applications are available here: [Click here for applications.](#)

There will be two application deadlines: November 1 and April 1. Applicants will be notified if their request has been approved no later than 8 weeks after the application deadline. Applicants will be required to provide proof of their 501(c)(3), or local government agency status along with a project budget, quotes for purchases, timeline and additional information.

### **4. Grant Selection Process**

Applications will be reviewed by the N.C. Amateur Sports Grants Committee. Selection criteria will be developed by the committee and will place priority on projects that have the greatest impact on youth sports participation.

### **5. Grant Awards**

Recipients will be notified of the status of their application within 8 weeks of the application deadline. Grant awards will be sent to the recipient organization with 45 days after being approved. Payments may be made through ACH payments. Recipients will be required to provide their bank account information to receive funds. Applications will no longer be accepted from a county until the following

year if \$20,000 has been awarded to the county in state fiscal year 2024-25. Check the youth sports grant webpage to determine if your county has already reached the \$20,000 award cap in state fiscal year 2024-25. Up to \$10,000 per county will be awarded annually after state fiscal year 2024-25.

**6. Expenditure**

- A. **Timeline:** Grant awards must be expended within one year of receiving the funds. Any unused funds must be returned.
- B. **Improper Expenditure:** Should a grant recipient expend funds improperly or without approval, N.C. Amateur Sports may require a full refund of the grant award.

**7. Grant Reporting**

Within 30 days of expending your grant funds you are required to provide the following to N.C. Amateur Sports:

**A. Proof of Payment**

For each purchase using grant funds you must submit a receipt for the purchase.

**B. Photographs**

Recipients must submit photographs with participants of the youth sports equipment, or facility upgrades/enhancements that we may use on our website, social media and/or in our other marketing materials.

**8. Unspent Funds**

Unspent grant funds must be returned to N.C. Amateur Sports within 30 days of the grant completion deadline. A check for the unspent funds must be mailed to: N.C. Amateur Sports, 406 Blackwell Street, Suite 120, Durham NC 27701.

ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
100-4603200	Police Grants	\$325,000	\$ 513,000	\$ 188,000
<b>Total</b>				<b>\$ 188,000</b>

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
4310-5800429	Grant Expenditures	\$964,091	\$1,152,091	\$ 188,000
<b>Total</b>				<b>\$ 188,000</b>

Reason: To appropriate the FY24 Byrne Discretionary Community Project Grant award.

Adopted this 12th day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

# CITY OF CONCORD

## CO-SPONSORSHIP POLICY

### PURPOSE

The purpose of this policy is to provide requirements for the evaluation, administration, and acceptance of co-sponsorship requests received by the City of Concord. The City recognizes the value of partnering with qualifying local organizations and the benefits to the community while upholding fiscal responsibility.

Co-sponsorship is the contribution of in-kind support by the City to an external organization, in exchange for which the external organization: (a) acknowledges the City and the City's contribution; and (b) grants to the City the right to associate the City's name, products, or services with the external organization or the external program or service.

Professional and personal development conferences, workshops and programming that the City participates in are exempt from this policy (ex. – tenant/landlord workshops, local/state/federal government conferences and trainings, homebuyer workshops, fair-housing events, etc.).

### POLICY

Since a co-sponsorship affiliation may affect the reputation of the City among its citizens and its ability to govern effectively, the City Council retains sole and final decision-making authority for determining the appropriateness of a co-sponsorship association and reserves the right to refuse any offer of co-sponsorship if deemed to not be in the best interest of the City, or if acceptance would create a conflict of interest for the City. **The City of Concord reserves the right to refuse any request of co-sponsorship.**

### ELIGIBILITY CRITERIA REVIEW:

*In the event of conflict between the Co-Sponsorship Policy and other City policies, this policy will prevail pending proper approvals. City Council, at its discretion, may grant deviations to this policy.*

The City's Public Affairs Office is responsible for the initial assessment of co-sponsorship requests that are received in the form of an application. In accordance with the policy, co-sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. The City's Public Affairs Office will seek consultation with appropriate City stakeholders as needed and present eligible applications to City Council for consideration.

- *Initial applications must include information regarding any in-kind support that will be needed from City staff or City equipment.*
- *Only staff-determined eligible applications will be submitted to City Council for consideration. Eligible applications must include the estimated value of City staff/equipment in-kind support which will be prepared by City staff. Examples of in-kind support include, but are not limited to, salaries and benefits of City departments such as, public safety, parks & recreation, marketing & communication efforts, solid waste services, electric service, transportation, and building & grounds support.*





## **PROCEDURE**

The applicant shall submit their application (using the City application form) to the Public Affairs Office, along with:

- A detailed description or flyer for the event;
- IRS Determination Letter;
- W-9 Request for Taxpayer Identification Number and Certification;
- Proposed budget if applicable;
- What in-kind support the applicant is requesting from the City.

## **CITY LOGO**

The City's logo standards shall be followed by those who are approved for co-sponsorship. The City's Public Affairs & Project Manager may be contacted to ensure all guidelines are followed, 704-920-5210.

## **IN-KIND SUPPORT**

The Public Affairs Office will work with City staff to determine the value of in-kind services. Personnel costs will be determined by accessing current payroll information and equipment/vehicle values will be calculated with the current adopted FEMA rates and/or the City Fee Schedule.

***A co-sponsorship application is not complete unless it includes all of the documents listed above. Incomplete applications will not be considered, and any exceptions must be approved by City Management.***

In accordance with the stated policy purpose and fiscal responsibility, the City reserves the right to request post-event financial records – including but not limited to monetary and/or in-kind donations from event sponsors and any event earnings credited to the event sponsor – to help determine future appropriateness of City co-sponsorship.

## **APPROVAL:**

All co-sponsorship applications that staff deems complete will be submitted to the City Council. The Public Affairs Office will provide the information to the City Clerk so the item can be added to the City Council agenda.

The City Council will have the final determination as to whether the application is approved or denied, at a regularly scheduled Council meeting.

The City Council reserves the right to approve an event for multiple years as long as the City services required for the event do not materially change. The application must still be completed each year.

## **RESPONSIBILITY**

It is the responsibility of City staff to adhere to this policy.

It is the responsibility of the City's Public Affairs Office to review and recommend any changes to this policy as needed. Any changes must be approved by the City Council.

The Public Affairs Office will notify the applicant regarding the City Council decision.

**NON-APPROVAL**

Applications that do not receive co-sponsorship approval may still be allowed to hold their event. Those groups would follow the normal procedures for holding events in the City, and the City's associated costs for these events would need to be paid before the permit is issued for the event.

**CITY EVENTS NOT CONSIDERED CO-SPONSORSHIP EVENTS**

City hosted events/workshops are not considered co-sponsorship events.

## City of Concord Co-Sponsorship Application (page 1)

Today's Date:	
Name of Event:	
Date(s) of Event:	Location:
Brief Description of Event:	
Lead Sponsor:	
Contact Person for Event/Request:	
Address:	
Phone:	
Website & Email Address (if applicable):	

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

<input type="checkbox"/>	A non-profit with current 501 (c)(3) 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?**

**What is the primary benefit of the event to the Concord community?**

## City of Concord Co-Sponsorship Application (page 2)

What in-kind support/resources from the City will this event require?

How can your organization demonstrate the experience and expertise to successfully execute this event?

### CITY OFFICE USE ONLY

**Public Affairs – City Manager’s Office:**

Date Received: \_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

*Date final application is submitted to City Manager* \_\_\_\_\_

**City Manager (or designee) -  
City Manager’s Office:**

Date Reviewed: \_\_\_\_\_

Authorized signature:

\_\_\_\_\_

*Final review for City Council submission*

## City of Concord Co-Sponsorship Application (page 3)

**Review of In-Kind Support from City Departments if applicable:**

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds			
Electric			
Fire			
Parks & Recreation			
Planning - Downtown Office			
Police			
Public Affairs			
Solid Waste Services			
Transportation/Streets			
Other			

**If applicable, values for in-kind support should be submitted to Public Affairs Office once the departmental review is completed.**

# **2024 Rider Transit Public Transportation Agency Safety Plan (updated)**

[2024 Rider Transit PTASP Document Link](#)

Re: NCDOT Agency Specific Contract 54-SG-05062022  
 N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: \_\_\_\_\_ Project Code (Example 23-CT-00): \_\_\_\_\_

Order Date: \_\_\_\_\_  
 (date order placed with vendor)

From: \_\_\_\_\_ Contact: \_\_\_\_\_  
 (grant applicant/recipient) e-mail: \_\_\_\_\_

( ) - ( ) -  
 (phone number) (FAX number)

**VEHICLE ORDER**

**Base Vehicle Cost**

Quantity	Diagram #	Description	Base Unit Cost	Total Cost
0	2	<u>Mid-Roof Ford MobilityTRANS</u> All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. NO TRANSIT DOOR SYSTEM (sliding van door only); WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	\$ 71,160.00	\$ -
1	5	<u>High-Top Ford MobilityTRANS - Model 1</u> All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	\$ 89,242.49	\$ 89,242.49
0	7	<u>High-Top Ford MobilityTRANS - Model 2</u> All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring Locations, Emergency roof hatch exit, Backup/Reverse camera 4" display. TRANSIT DOOR SYSTEM INCLUDED IN BASE PRICE; WHEELCHAIR LIFT NOT INCLUDED IN BASE PRICE-SEE OPTION #11	\$ 82,231.00	\$ -

**Other Options (those over budget are at local cost only)**

Quantity	Item no.	Description	Option Unit Cost	Total Cost
0	5	<u>Lettering</u>	\$ 350.00	\$ -
0	6	<u>Logo Application - Labor only</u>	\$ 200.00	\$ -
1	7	<u>Auxilliary Round Red Brake Lights (2)</u>	\$ 350.00	\$ 350.00
1	8	<u>Auxiliary Red Strobe at Rear Door</u>	\$ 575.00	\$ 575.00
0	9	<u>Transit PA System (to include amplifier, handheld microphone with 2 speakers</u>	\$ 650.00	\$ -
0	10	<u>Diamond Donation box</u>	\$ 590.00	\$ -
1	11	<u>REAR WHEELCHAIR LIFT</u>	\$ 9,090.27	\$ 9,090.27
0	13	<u>Alternative Fuel - All Electric Vehicle option (available on Mid-roof van only)</u>	\$ 24,727.00	\$ -
1	14	<u>Upgrade 1,000# Lift</u>	\$ 1,050.00	\$ 1,050.00
1	15	<u>Delete Dbl Fixed. Add Dbl Folc</u>	\$ 1,195.00	\$ 1,195.00
1	16	<u>Queen City Custom Barrier</u>	\$ 3,150.00	\$ 3,150.00
1	17	<u>AngelTRAX Cam Uninstall/ins</u>	\$ 2,000.00	\$ 2,000.00
0	18		\$ -	\$ -

**GRAND TOTAL \$ 106,652.7** 150





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

August 15, 2024

William "Bill" Dusch  
Mayor, City of Concord  
P.O. Box 308  
Concord, North Carolina 28026-0308

Dear Mayor Dusch,

This letter is to acknowledge that the City of Concord was approved for the requested change in the State Highway System within the corporate limits. This resolution was forwarded to us by Division Engineer Brett Canipe, PE.

On July 10, 2024, the Board of Transportation approved the requested addition/deletion from the State Highway System, please see the attached Item P agenda.

Please also share this information with all appropriate staff members so that the mileage will be accurately reflected on the next Powell Bill Certified Statement, Streets Listing, Add/Delete sheet and new Powell Bill map that will be submitted on July 1, 2025.

Sincerely,

DocuSigned by:  
*William Martin*  
F2B4DF798C0E4AD...

William "Bill" Martin, PE  
Project Management Unit Head & Powell Bill  
Division of Planning and Programming  
North Carolina Department of Transportation

Attachment

CC: Lloyd Payne, City of Concord, City Manager  
Phillip Graham, Concord, Transportation  
Brett Canipe, PE, Division 10, NCDOT  
Marc Morgan, PE, District office, NCDOT  
Electronic File

## NCDOT July 2024 Board of Transportation Agenda

### Municipal Street System Changes for the Powell Bill Program

#### Deletion from the State Highway System

Division	County	Municipality	Road	Termini	Length
10	Cabarrus	Concord	SR 1310; Dwight Place SW	From US 29 (Concord Parkway South) to End of Maintenance	0.54

File Name: CABARRUS\_2024\_07\_M001

Total Miles = 0.54

Return to Concord City Attorney  
P.O. Box 308  
Concord, NC 28026

PIN: 56303793420000

**STATE OF NORTH CAROLINA  
CABARRUS COUNTY**

**SEWERLINE CROSSING AND  
ENCROACHMENT AGREEMENT**

This Encroachment Agreement for Steel Main Transition Line (the “Agreement”) is made and entered into this, the \_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Concord, a municipal corporation of the State of North Carolina (hereinafter “City”); and Public Service Company of North Carolina, Incorporated, a South Carolina corporation, d/b/a Dominion Energy North Carolina, (“hereinafter “Permittee”)

**WITNESSETH:**

**THAT WHEREAS**, Permittee hereby requests to encroach on the City’s underground sewer line located at the corner of Branchview Drive SE and Corban Avenue SE (Highway 73), Concord, North Carolina for the purpose installing an underground eight-inch (8) steel main transition line; and

**WHEREAS**, it is to the material advantage of Permittee to effect this encroachment, and the City in the exercise of authority conferred upon it by statute is willing to permit the encroachment subject to the conditions of this Agreement;

**NOW, THEREFORE, IT IS AGREED** that the City hereby permits Permittee to make this encroachment as shown on the attached Exhibit A, upon the following conditions, to wit:

**TERMS AND CONDITIONS**

1. The scaled drawing or site plan attached hereto as Exhibit A and incorporated herein shall clearly designate and show the section of sewer line to be crossed by Permittee for the installation of the underground eight-inch (8) steel main transition line at the corner of Branchview Drive SE and Corban Avenue SE (Highway 73), Concord, North (“Permitted Encroachment”). If any modifications to this drawing are desired at any time during the term of this Agreement, a new drawing must be submitted and approved by the City Manager or his/her designee and a new Agreement must be entered into.
2. Throughout the term of this Agreement, Permittee shall maintain Liability Insurance coverage in the following amounts:

General liability limits	\$2M per occurrence
Automobile limits	\$1M combined single limit
Environmental Pollution Liability	\$2M per occurrence
Umbrella Insurance	\$2M per occurrence
Workers’ compensation	\$500K each accident
(3 or more employees)	\$500K each employee \$500K each disease

Prior to the execution of this Agreement, Permittee shall provide a Certificate of Insurance, **on which City shall be named as an Additional Insured**. Such Certificate shall require thirty (30) days written notice by the insurer or Permittee’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Permittee shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Permittee to provide such notice, Permittee assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage.

3. To the maximum extent allowed by law, the Permittee shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Permittee or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Permittee shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

4. Permittee agrees to abide by all permits and licenses issued by the state, county or city. All such permits, or applications for such permits if not yet issued, shall be attached hereto and incorporated herein. Failure to strictly abide by each and every permit and license shall be grounds for immediate termination of this Agreement.

5. Installation of the Permitted Encroachment must be done in such a manner that at least **ten feet (10) exists between Permittee’s installed improvements and the City’s exiting installed sewer line.**

6. Permittee’s construction, installation, operation and maintenance of the Permitted Encroachment shall not restrict, interfere with, weaken the integrity of or impair City’s facilities or City’s use of or access to said facilities.

7. Permittee shall, at Permittee’s sole expense, provide reasonably necessary workspace and safety requirements in order to construct, install, repair, maintain or replace the Permitted Encroachment.

8. The limited purpose of this Agreement is to provide consent to the Permittee to install the Permitted Encroachment provided that the Permitted Encroachment is completed and maintained in accordance with the terms and conditions of this Agreement. Permittee shall secure any other rights of way, easements, and/or permits from any parties holding interests necessary for Permittee’s construction, installation, operation and maintenance of the Permitted Encroachment.

9. Permittee or its agent, shall give the City three (3) business days prior notice of the day on which the installation and crossing will be made, in order that arrangements can be made for the City to be present. The City shall verify the approximate location and depth of the Permitted Encroachment or infrastructure to be installed. This Agreement in no way grants consent for encroachment by or construction or installation of additional facilities on or under the City’s sewer line.

10. The City reserves the right to cease part or all of any encroachment agreement pursuant to article 50-55 of the City Code in order to allow construction, maintenance, or repair of any street, sidewalk, utility or public building and to allow for the use of the street or sidewalk in connection with parades, civic festivals and other events of a temporary nature, as permitted by the City.

11. The City reserves the right to amend, alter or change this Agreement upon further review and consideration for reasons of public safety, adopted public policy or operational concerns without any cost to the City. In such event, the City Manager or his/her designee will notify the Permittee by certified mail of the amendments to this Agreement. These amendments will require an execution of a new agreement within the time period specified in the notice. Failure to enter into a new encroachment agreement pursuant to this section will result in automatic termination of the Agreement.

12. This Agreement may be revoked by the City Manager or his/her designee if s/he finds that the continuation of this Agreement is not in the public interest or that the Permittee has deliberately misrepresented or provided false information in obtaining this Agreement; operate in such a manner as to create a public nuisance or to constitute a hazard to the public health, safety, or welfare, specifically including failure to uphold the terms of this Agreement.

13. This Agreement shall remain in effect until termination at the request of the Permittee or in the event of revocation at the sole discretion of the City Council.

14. This Agreement shall not be transferrable or assignable under any circumstances.

15. Any notice or communication required to be given by this agreement shall be in writing and shall be deemed effective when delivered personally or sent by Certified U. S. Mail, postage prepaid to the following addresses:

City: City of Concord  
Attention:  
PO Box 308  
Concord, NC 28026-0308

Permittee: Public Service Company of North Carolina, Incorporated,  
a South Carolina corporation, d/b/a Dominion Energy North Carolina  
Attention:



ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
100-4370000	Fund Balance Appropriated	6,070,445	6,072,945	2,500
<b>Total</b>				<b>2,500</b>

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
4190-5470043	Golf Tournaments	2,500	5,000	2,500
<b>Total</b>				<b>2,500</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to The Carolina Bears Youth Organization.

Adopted this 12th day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

ORD. #

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	6,067,945	6,070,445	2,500
<b>Total</b>				<b>2,500</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	0	2,500	2,500
<b>Total</b>				<b>2,500</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Amazing Grace Advocacy.

Adopted this 12th day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**GRANT PROJECT ORDINANCE  
FY25 State Aid to Airport 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 project authorized is the **FY25 State Aid to Airport Projects**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4357000	State Aid	15,420,776	17,743,118	2,322,342
451-4357000				
451-4603400				
451-4603400	Future Grants	4,052,000	3,800,000	<252,000>
<b>Total</b>				<b>2,070,342</b>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6300-5800726				
6300-5800726	Fuel Farm	0	1,629,171	1,629,171
6311-5800726				
6311-5800726	Fuel Farm	1,516,212	0	<1,516,212>
6300-5800459				
6300-5800459	N GA A1 TaxiLane Rehab	0	63,566	63,566
6300-5800460				
6300-5800460	CATEX Fire Station	16,000	20,000	4,000
6311-5800445				
6311-5800445	Mistywood	1,855,184	1,765,184	<90,000>
6300-5800461				
6300-5800461	EMAS Study	82,379	102,974	20,595
6300-5800458				
6300-5800458	Operations Center	29,200	36,500	7,300
6313-5700000				
6313-5700000	Debt Service	0	1,951,922	1,951,922
<b>Total</b>				<b>2,070,342</b>

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 12th day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603000	Grant Proceeds	\$25,000	\$121,171	\$96,171
<b>Total</b>				<b>\$96,171</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4160-5800429	Grant Expenditures	\$0	\$96,171	\$96,171
<b>Total</b>				<b>\$96,171</b>

Reason: To appropriate the State and Local Cybersecurity Grant Program Fiscal Year 2022 awarded in the amount of \$96,171.

Adopted this 12th day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
<b>Total</b>				
		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4190-5299000	Supplies-Departmental	6,200	10,739	4,539
4190-5992000	Contingency	911,764	907,225	(4,539)
<b>Total</b>				<b>0</b>

Reason: To appropriate contingency funds for the purchase of the new Vision Mission Boards after adoption of the new Strategic Plan.

Adopted this 12th day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT**

Parks & Recreation Projects- Dorton Park

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

SECTION 1. The projects authorized are the projects included for Dorton Park

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

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

Account	Title	Revenues		(Decrease) Increase
		Current Budget	Amended Budget	

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

Account	Title	Expenses/Expenditures		
		Current Budget	Amended Budget	(Decrease) Increase
8300-5811053	Dorton Park Improvements	\$5,619,287	\$6,619,287	\$1,000,000
8300-5811105	Poplar Tent Trailhead Park	\$1,840,000	\$840,000	\$(1,000,000)
<b>Total</b>				<b>\$ 0</b>

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

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

SECTION 7. The Finance Director is directed to report on the financial status of this

project in accordance with the existing City policy and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8<sup>th</sup> day of August, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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William C. Dusch, Mayor

ATTEST: 

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Kim Deason, City Clerk

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Valerie Kolczynski, City Attorney

**GRANT PROJECT ORDINANCE  
American Rescue Plan Fund**

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

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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

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

Account	Title	Revenues		
		Current Budget	Amended Budget	(Decrease) Increase

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

Account	Title	Expenses/Expenditures		
		Current Budget	Amended Budget	(Decrease) Increase
3300-5811082	Future Projects	2,019,398	2,000,000	(19,398)
3300-5831000	Broadband	700,000	397,055	(302,945)
3300-5835000	Wellness Cntr COVID Inc	72,000	55,508	(16,492)
3300-5987000	Transfer to Project	0	338,835	338,835
<b>Total</b>				<b>0</b>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 12<sup>th</sup> day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE  
General Capital 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 project authorized is the AV Upgrade Project.

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:

**Revenues**

<b>Account</b>	<b>Title</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
430-4501330	Trnsfr fm Amer Resc Pln	0	338,835	338,835
<b>Total</b>				<b>338,835</b>

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

**Expenses/Expenditures**

<b>Account</b>	<b>Title</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
8804-5834000	AV Upgrades	0	338,835	338,835
<b>Total</b>				<b>338,835</b>

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 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 12<sup>th</sup> day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. 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 General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

*Fund 285 General Capital Reserve Fund*

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc (Dec)</u>
8150-5987000	To Project Fund	\$13,607,129	\$0	(\$13,607,129)
285-4501100	From General Fund	\$29,267,632	\$15,660,503	(\$13,607,129)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of September, 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  
FIRST CONCORD

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 First Concord 2024 LOBS.

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>
554-4601000	Bond Proceeds	12,661,000	12,863,560	202,560
<b>Total</b>				<b>202,560</b>

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>
5540-5811028	Fire Station #6	12,500,000	12,518,683	18,683
5540-5811062	Cost of Issuance	161,000	344,877	183,877
<b>Total</b>				<b>202,560</b>

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolcznski, City Attorney

CAPITAL PROJECT ORDINANCE

**Transportation 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 project authorized is various transportation 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>
423-4402750	NCDOT Share	769,283	750,000	(19,283)
423-4361000	Investment Earnings	913,390	1,467,135	553,745
423-4324250	Vehicle License – Addl \$5	2,478,534	2,537,209	58,675
423-4501100	Transfer from Gen Fund	23,314,232	23,798,918	484,686
				<u>1,077,823</u>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8600-5811073	Future Transp Projects	4,154,578	5,173,726	1,019,148
8600-5811253	Future Sidewalk Projects	1,685,186	1,743,861	58,675
				<u>1,077,823</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 12<sup>th</sup> day of September 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Concord, has been developed and submitted to the City Council for approval; and

WHEREAS, the City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of Concord, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that the Local Water Supply Plan entitled, Local Water Supply Plan dated April 2024, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk

# Concord

2023 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name: Concord PWSID: 01-13-010  
 Mailing Address: Post Office Box 308, Concord, NC 28026 Ownership: Municipality  
 Contact Person: Crystal Scheip Title: Water Resources Engineering Manager  
 Phone: 704-920-5287 Cell/Mobile: --

**Complete**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	2-12	2.48 %
Cast Iron	1-48	15.60 %
Ductile Iron	2-30	17.82 %
Galvanized Iron	1-4	1.40 %
Other	24-48	0.49 %
Other	1-2	0.03 %
Other	2-2	0.28 %
Polyvinyl Chloride	1-16	61.90 %

What are the estimated total miles of distribution system lines? **766 Miles**

How many feet of distribution lines were replaced during 2023? **2,068 Feet**

How many feet of new water mains were added during 2023? **53,651 Feet**

How many meters were replaced in 2023? **1,268**

How old are the oldest meters in this system? **23 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **548**

What is this system's finished water storage capacity? **16.7500 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

**NOTE** The first line type identified as "Other", with 24 to 48 inch size range, is concrete pipe. The next line type identified as "Other", with 1 to 2 inch size range is copper. The final line type identified as "Other", with 2 inch pipe is HDPE.

### Programs

Does this system have a program to work or flush hydrants? **Yes, 2 Years or More**

Does this system have a valve exercise program? **Yes, 2 Years or More**

Does this system have a cross-connection program? **Yes**

Does this system have a program to replace meters? **Yes**

Does this system have a plumbing retrofit program? **Yes**

Does this system have an active water conservation public education program? **Yes**

Does this system have a leak detection program? **Yes**

**NOTE** The City's hydrant flushing program is managed by the Concord Fire and Life Safety Department. The City implemented a Unidirectional Flushing Program in early 2020. The goal of this program is to split the City into zones and rotate through all these zones regularly. A valve exercise program was initiated in 2010 and is in the process of being revised to be more comprehensive and regular. In November 2011, a program was instituted that provides a \$50 credit per toilet on customer's water bills for proof of replacement of old high flow toilets with WaterSense labeled toilets. The City of Concord hires an outside company to conduct a Leak Survey of approximately 10% (80 miles) of our distribution system per year. This survey is done using acoustic and correlation techniques. The goal is to survey our whole system over the span of 10 years. In addition, a contractor is notified when a leak is suspected in the Concord water system, and the contractor locates the leak via acoustic correlation techniques. An open contract for the performance of this service is maintained to ensure that the City has the ability to respond and investigate any potential leaks as soon as possible.

**Water Conservation**

What type of rate structure is used? **Increasing Block**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

**NOTE** Concord and the Water and Sewer Authority of Cabarrus County continue to look for opportunities to use reclaimed water in an economically feasible situation.

**2. Water Use Information**

**Service Area**

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Rocky River (18-4)	100 %	Cabarrus	100 %
		Mecklenburg	0 %

What was the year-round population served in 2023? **110,674**

Has this system acquired another system since last report? **No**

**NOTE** The population served includes Concord, Midland, and a small portion of unincorporated Cabarrus County. The year round population value is derived by multiplying the number of residential meters (42,242) by the average Concord household size from 2015-2019 U.S. Census Bureau Quick Facts data (2.62 persons/household). This population figure is not exact, but should be representative of the population served by the system as a whole.

**Water Use by Type**

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	42,242	6.1029	0	0.0000
Commercial	2,964	1.9195	0	0.0000
Industrial	58	0.7628	0	0.0000
Institutional	440	0.2242	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **2.2138 MGD**

**NOTE** Metered connections are based on the total number of meters throughout the year. This number is affected by the AMR to AMI meter changeout. Residential meters include customers inside and outside of the municipal limits, in addition to separate outdoor irrigation and spigot accounts. Commercial meters include customers inside and outside of the municipal limits, in addition to separate outdoor irrigation and spigot accounts. Concord went through a process this year of categorizing "institutional" customers as the following: schools, churches, prisons, etc. System process water was calculated by subtracting the total finished water pumped (3641.780 MG) from the total raw water withdrawal (4303.169 MG) by both Coddle Creek and Hillgrove Water Treatment Plants for CY 2023, which is 661.389 MG. This is an average of 1.812 MGD. We added an estimated 0.38 MGD for the water used for flushing throughout the City, based on the timing of our automatic blow offs. We also added 0.0218 for our hydrant usage. Thus 2.2138MGD was our final amount for system processes.

**Water Sales**

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
Charlotte Water	01-60-010	0.0000	0	1.0000		Yes	Yes	12&16	Regular
City of Kannapolis	01-80-065	0.4865	365	1.5000	2031	Yes	Yes	6-24	Regular
City of Kannapolis	01-80-065	0.8000	365	2.0000	2050	Yes	Yes	24	Regular
Town of Harrisburg	01-13-025	1.6468	365	3.0000	2023	Yes	Yes	12&16	Regular
Town of Mount Pleasant	01-13-020	0.0418	9	0.2000	2018	Yes	Yes	12	Emergency

**NOTE** Aqua Inc. operates a water system for the Springdale residential subdivision. Utilities Inc. operates a water system for the Zemosa Acres subdivision. No contracts exist between the City of Concord and these utilities. Service is provided to these utilities in the same manner that service is provided to any other Concord customer.

Concord's contract with Charlotte Water was signed in 2002. The term of this contract provides for an automatic renewal every five years. This contract was last renewed in 2017. Concord's contract with Kannapolis was renewed in 2021 for a 10-year term. Concord's contract with Harrisburg expired in 2023, but a one-year extension was executed through the end of FY24. There are current negotiations ongoing with Harrisburg with likely another one-year extension through FY25. Concord's contract with Mt. Pleasant was signed in 2004 as a regular water connection and expired in 2016. There was a 2-year renewal period to 2018 (note: currently considered an emergency connection), and the negotiations of a new contract are still in the works since Mt. Pleasant staff is planning on adding a regular connection to the Concord water system near the NC Highway 49/Cold Springs Road intersection.

A portion of the jurisdiction of Mecklenburg County (Concord-Huntersville Road area) was served by the City of Concord until late 2021. The City also has many other master-metered connections to customers such as mobile home parks, apartment complexes, churches, and schools that may or may not have assigned public water system identification numbers. Water sales for each of these customers are based on meter size and usage. Certain areas within the jurisdiction of the City of Kannapolis are also served by Concord's water system due to the proximity of the water systems to those properties. Additionally, a portion of the water system owned and operated by the City of Concord serves as the primary water system for the Town of Midland. Users in these areas are billed directly by the City.

Concord has two contracts with Kannapolis. One for IBT use (0.800 MGD average use and 2.0 MGD contract), and one for every day normal use (0.4865 MGD average use, and 1.5 MGD contract).

The City of Concord shall make available to Harrisburg up to 2 MGD. Upon mutual agreement, the City of Concord shall increase availability to 3MGD.

### 3. Water Supply Sources

Monthly Withdrawals & Purchases								
	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	14.5680	15.6310	May	17.1640	18.7360	Sep	16.7400	18.8770
Feb	14.9200	16.5140	Jun	16.6850	18.6070	Oct	17.7050	18.8790
Mar	14.7270	15.3600	Jul	17.7250	20.0110	Nov	16.4200	18.4590
Apr	15.5840	17.9240	Aug	17.7790	19.4250	Dec	14.8120	16.0970

**NOTE** The numbers in this section are based on the City of Concord's monthly drought report spreadsheets. Each number is the sum of the raw water withdrawn for Lake Don T. Howell, Lake Fisher, and Lake Concord plus the finished water purchased from Albemarle, Kannapolis and Charlotte Water. A total of 1637.956 MG of finished water was purchased from Albemarle. A total of 0.174 MG of finished water was purchased from the City of Kannapolis in CY 2023. A total of 5.159 MG of finished water was purchased from Charlotte Water in CY 2023.



Surface Water Sources					
Stream	Reservoir	Average Daily Withdrawal	Maximum Day Withdrawal (MGD)	Available Raw Water Supply	Usable On-Stream Raw Water

		MGD	Days Used			* Qualifier	Supply Storage (MG)
Coddle Creek	Lake Don T. Howell	7.6520	365	12.1460	12.1000	C	5,296.0000
Cold Water Creek	Lake Fisher	4.7340	319	6.5330	5.1500	SY50	750.0000
Unnamed Trib Cold Water Creek	Lake Concord	0.0000	0	0.0000	1.2000	SY50	179.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)							
Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Coddle Creek	Lake Don T. Howell	47	Yes	Rocky River (18-4)	Cabarrus		Regular
Cold Water Creek	Lake Fisher	19	Yes	Rocky River (18-4)	Cabarrus		Regular
Unnamed Trib Cold Water Creek	Lake Concord	5	Yes	Rocky River (18-4)	Cabarrus		Emergency

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? Yes

Does this system anticipate transferring surface water between river basins? Yes

**NOTE** The total permitted raw water withdrawal from Lake Don T. Howell (Coddle Creek reservoir) is 14.6 MGD. This reservoir also serves the City of Kannapolis. Concord's usable volume is 12.0 MGD by agreement between Concord and Kannapolis, based upon the percentage of the reservoir's operation and maintenance cost paid by Concord. A minimum flow is required downstream of Lake Don T. Howell in Coddle Creek.

The City of Concord (Rocky River Basin) currently has emergency interconnections with Charlotte-Mecklenburg Utilities (Catawba River Basin) that will eventually become regular interbasin transfer locations at such time the demand becomes great enough. The completed water line from Albemarle (Yadkin River Basin) has been an additional regular interbasin transfer. An Interbasin Transfer Certificate was issued January 10, 2007 by the Environmental Management Commission approving these transfers.

Water Purchases From Other Systems									
Seller	PWSID	Average Daily Purchased (MGD)	Days Used	Contract			Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
				MGD	Expiration	Recurring			
Charlotte Water	01-60-010	2.5789	2	5.0000		Yes	Yes	12&16	Regular
City of Albemarle	01-84-010	4.4880	365	5.0000	2040	Yes	Yes	30	Regular
City of Kannapolis	01-80-065	0.1740	365	1.5000	2020	Yes	Yes	6-24	Regular
Town of Mount Pleasant	01-13-020	0.0000	0	0.2000	2018	Yes	Yes	12	Emergency

**NOTE** Certain individual customers are served by Charlotte-Mecklenburg Utilities and the City of Kannapolis due to proximity of their water systems to those properties at the time they were developed. The City of Concord is billed monthly based on customer meter reading.

The purchase water contract with Charlotte Water is listed as a regular use connection to account for the ability that Concord has to purchase up to 5 MGD as needed.

A total of 1637.956 MG of finished water was purchased from Albemarle. A total of 0.174 MG of finished water was purchased from the City of Kannapolis in CY 2023. A total of 5.159 MG of finished water was purchased from Charlotte Water in CY 2023.

Water Treatment Plants				
Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Coddle Creek WTP	12.0000	Yes	Yes	Lake Don T. Howell
Hillgrove WTP	12.0000	Yes	Yes	Lake Fisher, Lake Concord, Lake Don T. Howell

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2023? **No**

If yes, was any water conservation implemented?

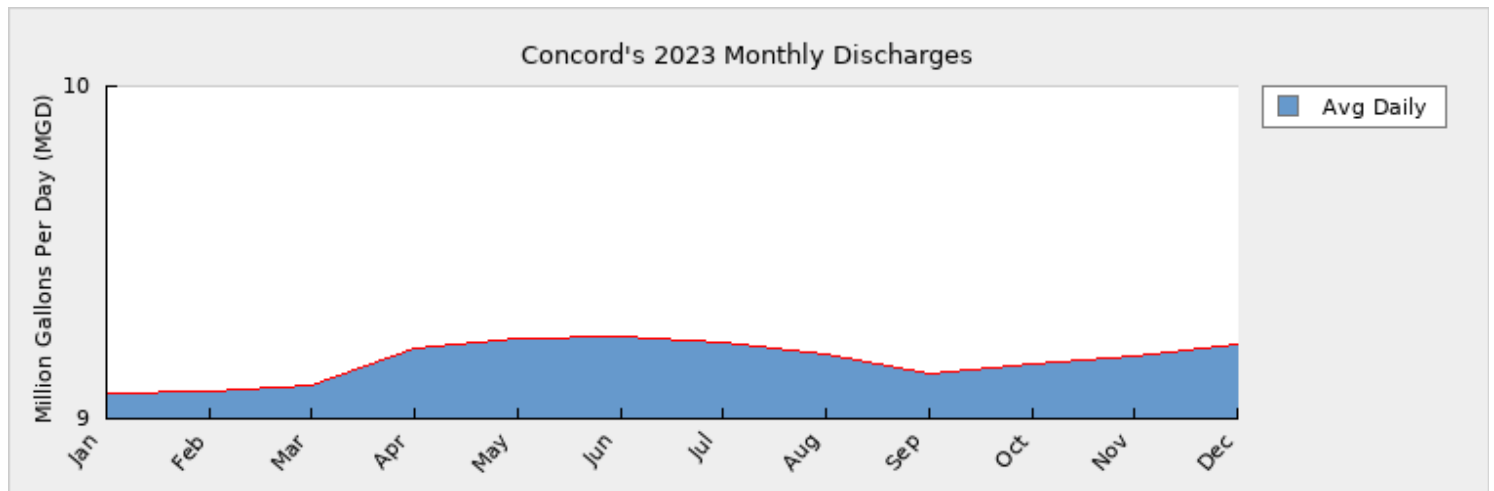
Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2023? **No**

If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **No**

### 4. Wastewater Information

Monthly Discharges					
	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	9.0754	May	9.2438	Sep	9.1356
Feb	9.0822	Jun	9.2460	Oct	9.1649
Mar	9.1024	Jul	9.2286	Nov	9.1909
Apr	9.2121	Aug	9.1951	Dec	9.2248



How many sewer connections does this system have? **41,127**

How many water service connections with septic systems does this system have? **543**

Are there plans to build or expand wastewater treatment facilities in the next 10 years? **Yes**

**NOTE** The Water and Sewer Authority of Cabarrus County (WSACC) provides regional wastewater treatment for the City of Concord, City of Kannapolis, Town of Harrisburg, Town of Mount Pleasant, Town of Midland, and Charlotte-Mecklenburg Utilities. The Average Daily Discharge provided in this section is the result of the monthly flow that WSACC billed Concord divided by the number of days in the month. This number includes discharges from the Town of Midland as well. Concord is the water and sewer provider for the Town of Midland. The number of sewer service connections is based on the total number of sewer billing accounts that the City of Concord had in December 2018. The number of water service connections with septic systems is based on a coding in the billing system that tracks meters that are not charged for sewer that are not irrigation meters.

The City of Concord does not own or operate a wastewater treatment facility; however, WSACC personnel are currently working with a design-build team on future improvement projects to gain sewer capacity in FY2024 and FY2027 at the Rocky River Regional Wastewater Treatment Facility (NC0036269) for the purposes of WSACC meeting the existing permitted capacity of the plant facility.

Wastewater Permits							
Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0083119	WTP	0.0000	0.0000	0.5360	1.0900	Coddle Creek	Rocky River (18-4)
WQCS00326	WWTP	0.0000	0.0000	0.0000	27.1912	Rocky River & Muddy Creek	Rocky River (18-4)

**NOTE** Discharge permit NC0083119 regulates the lagoon discharge from the Coddle Creek Water Treatment Facility. The permitted capacity, 0.6 MGD is a monthly average limit. Concord's maximum day discharge occurred on July 27, 2023.

Permit WQCS00326 had an estimated maximum discharge of 27.1912 MGD. This number was calculated by multiplying Rocky River Wastewater



Treatment Facility's max day discharge by 50%, based on Concord using an average of 50% of the flow at Rocky River Regional Wastewater Treatment Facility and adding the max of 0.6462 from Muddy Creek.

The City's wastewater collection system (WQCS00326) discharges to two NPDES facilities owned and operated by the Water and Sewer Authority of Cabarrus County (WSACC). Rocky River Regional Wastewater Treatment Facility (NC0036269) and Muddy Creek Wastewater Treatment Facility (NC0081621).

Average daily discharge under permit WQCS00326 is recorded in the interconnection section below.

**Wastewater Interconnections**

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Water Sewer Authority Cabarrus Co.	01-13-999	Discharging	8.6404	365	0.0000
City of Kannapolis	01-80-065	Receiving	0.1011	365	1.5000

**NOTE** No contractual limit exists for the amount of wastewater flow WSACC will accept from the City of Concord. Concord is billed based on WSACC's sewer meter data. Surcharge fees may be assessed for excessive inflow and infiltration. Certain individual customers in other jurisdictions are served by Concord's wastewater collection system due to topography and the system's proximity to those properties. These customers are billed based on water meter readings, even though some of these customers receive water service from another jurisdiction.

**5. Planning**

**Projections**

	2023	2030	2040	2050	2060	2070
Year-Round Population	110,674	124,851	142,289	154,495	161,819	168,292
Seasonal Population	0	0	0	0	0	0
Residential	6.1029	6.8850	8.0820	9.0380	9.7510	10.4450
Commercial	1.9195	2.1650	2.5420	2.8430	3.0670	3.2850
Industrial	0.7628	0.8610	1.0100	1.1300	1.2190	1.3050
Institutional	0.2242	0.2530	0.2970	0.3320	0.3580	0.3840
System Process	2.2138	2.4970	2.9320	3.2790	3.5370	3.7890
Unaccounted-for	2.3080	2.6037	3.0565	3.4182	3.6876	3.9500

**NOTE** Population projections from the Water and Sewer Authority of Cabarrus County's (WSACC) 2002 Water and Wastewater Master Plan prepared by Black & Veatch were high due to the economic slow-down. Therefore, LandDesigns population projections for the WSACC 2013-2014 Master Plan were based on demographic projections and were used to create growth rates for the time periods 2017 to 2060 (6.28% increase from 2016 to 2020, 18.30% increase from 2020 to 2030, 13.97% increase from 2030 to 2040, 8.58% increase from 2040 to 2050, and 4.74% increase from 2050 to 2060). Water use by type percentages were assumed to be steady going forward; for example, Residential usage in 2012 was 55.3% of the total usage thus the Residential is 55.3% of the total usage for 2020 through 2060.

**Future Supply Sources**

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Charlotte Water	01-60-010	Purchase	3.0000	2025		Regular
Charlotte Water	01-60-010	Purchase	3.0000	2050		Regular
City of Albemarle	01-84-010	Purchase	3.0000	2034		Regular

**NOTE** The approved Concord/Kannapolis IBT Certificate allows a total of 10 MGD to be transferred from the Yadkin basin and 10 MGD to be transferred from the Catawba basin. A portion of this total will be used by Concord and a portion of this total will be used by Kannapolis. Based on executed interlocal agreements, Concord has identified 60% of the approved volume as a future water supply source. The transfer of finished water from the City of Albemarle (Yadkin basin) into Concord's water system started in July of 2016. It is noted that there remains 2 MGD from Albemarle to account for the full amount (10 MGD) of IBT from the Yadkin basin. This 2 MGD is allocated to Kannapolis, but it is not considered at this time due to the current demand-supply ratios in the Kannapolis plan.

Demand v/s Percent of Supply						
	2023	2030	2040	2050	2060	2070
Surface Water Supply	17.2500	17.2500	17.2500	17.2500	17.2500	17.2500
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	11.5000	11.5000	11.5000	11.5000	11.5000	11.5000
Future Supplies		3.0000	6.0000	9.0000	9.0000	9.0000
Total Available Supply (MGD)	28.7500	31.7500	34.7500	37.7500	37.7500	37.7500
Service Area Demand	13.5312	15.2647	17.9195	20.0402	21.6196	23.1580
Sales	2.9343	7.5000	7.5000	7.5000	7.5000	7.5000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	16.4655	22.7647	25.4195	27.5402	29.1196	30.6580
Demand as Percent of Supply	57%	72%	73%	73%	77%	81%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 55 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

**Additional Information**

Has this system participated in regional water supply or water use planning? Yes, Yes, The City of Concord participated in the Water and Sewer Authority of Cabarrus County (WSACC) 2002 Water and Wastewater Master Plan prepared by Black & Veatch. Area utilities also conducted an intense planning study in conjunction with the preparation of an Interbasin Transfer Permit application, which was approved in January of 2007. In addition, the City of Concord was involved in the update of WSACC's wastewater master plan in 2013-2014 working with LandDesign. Concord also participated in WSACC's 2022 Master Plan, which is currently in draft form. Concord is currently working with Hazen and Sawyer on a Water Supply Study to try to plan for future water supply.

What major water supply reports or studies were used for planning? The City has used information from the Black & Veatch 2002 Water and Wastewater Master Plan, the CH2M Hill Environmental Impact Statement information and the Hazen & Sawyer 2016 Water Master Plan to plan for future water supply needs. We completed an update to our 2016 Water Master Plan in 2021.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: New extensions will be needed to connect to future water supply sources, as permitted by the approved Interbasin Transfer Certificate. The transfer of finished water from the City of Albemarle (Yadkin basin) into Concord's water system started in July of 2016. CH2M Hill prepared a hydraulic model of the City's system in 2009, and Hazen & Sawyer completed the hydraulic water model update in 2016, which included the recalibration of the water model. The City worked with HDR, Inc. on a design for a new GAC system for Hillgrove WTP and is beginning this construction project by the end of FY24, with an estimated construction time of 2 years. In addition, the City has also entered into a contract with Hazen & Sawyer to study disinfection by-products at the Mt. Pleasant Water Pump Station for the wholesale water purchase from the City of Albemarle. The consultant evaluated options and provided a tech memo of the findings and recommendations. Concord staff are evaluating the recommendations. The City put a 2 MG elevated storage tank online in 2012 to provide additional storage in the largest of the City's pressure zones. In 2021, the City replaced a 2 MG ground storage tank with a 2 MG elevated storage tank. This helped the City make some pressure zone changes to assist some low pressure areas throughout the City.

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
RICHARD E. ROGERS, JR.  
Director



6/28/2024

Crystal Scheip, Water Resources Project Manager  
Concord  
Post Office Box 308  
Concord, NC 28026

**Subject: LWSP Meets Minimum Criteria**  
Concord  
PWSID 01-13-010  
Cabarrus County

Dear Crystal Scheip,

This letter is to notify you that our staff has reviewed the information contained in the 2023 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for Concord hereby meets the minimum criteria established in North Carolina General Statute 143-355 (I).

Your water system's 2023 LWSP is now viewable online from the LWSP website found at [https://www.ncwater.org/Water\\_Supply\\_Planning/Local\\_Water\\_Supply\\_Plan/search.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php). The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2023 LWSP complete.

The 2023 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: [https://www.ncwater.org/Water\\_Supply\\_Planning/Local\\_Water\\_Supply\\_Plan/learn.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php). A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(I) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at [vardry.austin@deq.nc.gov](mailto:vardry.austin@deq.nc.gov) or (919)707-9002, or Linwood Peele at [linwood.peele@deq.nc.gov](mailto:linwood.peele@deq.nc.gov) or (919) 707-9024 if we can be of further assistance.

Sincerely,

Klaren Higgins, Planning Section Chief  
Division of Water Resources, NCDEQ



RESOLUTION APPROVING CUSTOMER SERVICE POLICIES AND PROCEDURES OF THE CITY OF CONCORD

WHEREAS, the City Council of the City of Concord, North Carolina has approved a Customer Service Policies and Procedures Manual; and

WHEREAS, the City desires to amend the Customer Service Policies and Procedures, by amending the following: Article 1.3, Authority; Article 1.4 Item 2, Scope; Article 1.6 Item 2, Application of This Policy;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord, North Carolina that Article 1.3, Authority; Article 1.4 Item 2, Scope; Article 1.6 Item 2, Application of This Policy will be amended as follows:

**1.3. AUTHORITY (North Carolina General Statute 160A-312 through 160A-328)**

These policies are approved by the City Manager. The City Council may revise the fee schedules and rates from time to time; and the City Manager may revise other specific policies from time to time. Information in this policy may be replaced by a later edition or amendment.

The Directors of Electric, Wastewater, Stormwater and Water Resources responsibilities include metering, operation and control of city utility lines and utility property. They oversee the enforcement of quality for construction, maintenance, and for improvements of the utility system.

The Customer Service Manager or a Customer Service Supervisor is authorized to hear customer grievances; and resolve customer issues within the boundaries of the Customer Service Policy. Every customer has the right to appeal the Customer Service Manager's decision to the Finance Director. If necessary, the customer may appeal the Finance Director's decision to the City Manager, as the City Manager is the final authority on this policy.

The North Carolina General Statutes included in this document are binding for Cities that own and operate utility distribution systems. The North Carolina Utilities Commission Guidelines do not apply Cities. The Public Utilities Regulatory Policies Act (PURPA) provisions included are mandatory.

**1.4. SCOPE**

- 2. This policy has been adopted by the City Manager for all customers of the City.

**1.6. APPLICATION OF THIS POLICY**

- 2. This policy may be revised, amended, supplemented or otherwise changed from time to time by the City Manager. Customers are encouraged to seek answers to any questions by calling the City's Customer Care Center, 704-920-5555.

This Resolution shall be effective upon passage.

Adopted this 12th day of September, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**Tax Report for Fiscal Year 2024-2025****FINAL REPORT****July****Property Tax Receipts- Munis**

2024 BUDGET YEAR	1,011,310.23
2023	48,268.44
2022	2,685.79
2021	1,289.77
2020	88.82
2019	27.15
2018	22.46
2017	
2016	
2015	112.08
Prior Years	67.85
Interest	17,924.41
Refunds	
	<hr/>
	1,081,797.00

**Vehicle Tax Receipts- County**

2024 BUDGET YEAR	606,094.11
2023	
2022	
2021	
2020	
2019	
2018	
Prior Years	28.57
Penalty & Interest	8,648.55
Refunds	
	<hr/>
	614,771.23

**Fire District Tax - County**

2024 BUDGET YEAR	1,505.29
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	1,698,073.52

423:Vehicle Tag Fee-Transportation Impr Fund	40,254.39
100:Vehicle Tag Fee	163,426.62
630:Vehicle Tag Fee-Transportation Fund	40,254.39
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	243,935.40

Privilege License	30.00
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<hr/>
	30.00

Oakwood Cemetery current	1,425.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	3,441.68
Rutherford Cemetery endowment	933.32
West Concord Cemetery current	1,925.00
West Concord Cemetery endowment	-
<b>Total Cemetery Collections</b>	<hr/>
	7,725.00

<b>Total Collections</b>	<hr/>
	\$ 1,949,763.92

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	93,427,423.56
Penalty	86,235.64
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	6,141.13
Discovery Penalty	879.35
<b>Total Amount Invoiced - Monthly</b>	<u>93,520,679.68</u>
<b>Total Amount Invoiced - YTD</b>	93,520,679.68

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	5,254.04
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>5,254.04</u>

<b>Adjusted Amount Invoiced - monthly</b>	93,515,425.64
<b>Adjusted Amount Invoiced - YTD</b>	93,515,425.64

Current Levy Collected	1,011,310.23
Levy Collected from previous years	52,562.36
Penalties & Interest Collected	17,924.41
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>1,081,797.00</u>
<b>Total Collected - YTD</b>	1,081,797.00

<b>Total Collected - net current levy -YTD</b>	1,011,310.23
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Percentage of Collected -current levy	1.08%
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Amount Uncollected - current year levy	92,504,115.41
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Percentage of Uncollected - current levy	98.92%
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100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of July 2024**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>5,254.04</b>
CONCORD DOWNTOWN	\$	-

<b>REFUNDS</b>		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	22,470	22,470	0.0048	107.86	64.72	
2020	0	20,760	20,760	0.0048	99.65	49.83	
2021	0	36,690	36,690	0.0048	176.11	70.45	
2022	0	73,100	73,100	0.0048	350.88	105.27	
2023	0	100,805	100,805	0.0048	483.86	96.78	
2024	0	1,172,088	1,172,088	0.0042	4,922.77	492.30	
<b>Total</b>	<b>0</b>	<b>1,425,913</b>	<b>1,425,913</b>		<b>\$ 6,141.13</b>	<b>\$ 879.35</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
2022	0	0	0	0.0023	0.00	0.00	
2023	0	0	0	0.0023	0.00	0.00	
2024	0	0	0	0.0016	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	



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 7/31/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP TOYOTA MOTOR CREDIT 0 9/6/2024	89233GJ64	3,200,000.00	3,075,162.66	9/6/2024	5.474	0.74	12/14/2023	96.098833	37
CP ING US FDG LLC 0 10/18/2024	4497WOKJ6	5,000,000.00	4,847,166.67	10/18/2024	5.405	1.17	3/22/2024	96.943333	79
CP NATIXIS NY 0 10/25/2024	63873JKR0	5,000,000.00	4,844,255.55	10/25/2024	5.408	1.17	3/25/2024	96.885111	86
CP MUFG BANK LTD 0 11/15/2024	62479LLF0	5,000,000.00	4,866,533.33	11/15/2024	5.425	1.18	5/17/2024	97.330667	107
CP CREDIT AGRICOLE CIB NY 0 11/22/2024	22533TLN4	5,000,000.00	4,844,680.56	11/22/2024	5.470	1.17	4/25/2024	96.893611	114
CP LMA AMERS LLC 0 1/10/2025	53944QNA4	5,000,000.00	4,850,569.44	1/10/2025	5.463	1.17	6/21/2024	97.011389	163
Sub Total / Average Commercial Paper		28,200,000.00	27,328,368.21		5.439	6.62		96.910224	102
<b>FFCB Bond</b>									
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.21	8/19/2021	100	19
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.21	9/11/2020	100	41
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.01	11/12/2021	99.6	82
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.21	12/10/2021	100	131
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.21	8/10/2023	100.019787	222
FFCB 5.21 4/3/2025-24	3133EPT39	5,000,000.00	5,000,000.00	4/3/2025	5.210	1.21	1/12/2024	100	246
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.21	4/21/2021	100	264
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.21	9/29/2020	100	425
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.21	12/22/2021	100	509
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.21	3/22/2024	99.992204	582
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.21	12/17/2020	100	685
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.20	9/22/2023	99.426	762
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.21	9/28/2021	100	789
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.21	3/30/2020	100	972
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.21	3/10/2021	100	1,318
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.21	3/23/2021	100	1,331
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.21	2/16/2021	99.725	1,639
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.20	3/24/2021	99.2	1,688
Sub Total / Average FFCB Bond		89,189,000.00	89,090,393.55		1.877	21.58		99.889981	655
<b>FHLB Bond</b>									
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.21	8/28/2020	100	27
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.21	1/27/2022	100	180
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.21	1/29/2021	99.98	349
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.21	1/20/2021	99.98	446
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.21	12/30/2020	100	517
FHLB 5.35 1/23/2026-25	3130B14G9	5,000,000.00	5,000,000.00	1/23/2026	5.350	1.21	4/25/2024	100	541
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.21	1/29/2021	100	547
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.21	2/17/2021	99.9	566
FHLB 0.8 3/10/2026-21	3130ALF58	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.21	3/10/2021	100	587
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.21	4/29/2021	100	637
FHLB 5.2 6/30/2026-24	3130B03A5	5,000,000.00	4,998,250.00	6/30/2026	5.218	1.21	2/27/2024	99.965	699
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.21	8/28/2020	99.725	1,112
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.21	11/1/2019	100	1,919
Sub Total / Average FHLB Bond		65,000,000.00	64,977,500.00		1.600	15.74		99.96544	625
<b>FHLMC Bond</b>									
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	196
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.21	11/17/2023	99.684	198
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.21	12/21/2022	100	233



FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.11	12/30/2022	100	334	
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.21	6/30/2022	100	334	
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	355	
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.34	10/6/2022	89.533	419	
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.22	11/4/2022	88.468864	419	
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	419	
FHLMC 5.15 2/18/2026-24	3134H1TY9	5,250,000.00	5,249,212.50	2/18/2026	5.159	1.27	2/23/2024	99.985	567	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.21	7/14/2020	100	713	
FHLMC 5.05 9/25/2026-24	3134H1CK7	5,000,000.00	4,963,500.00	9/25/2026	5.322	1.20	10/27/2023	99.27	786	
FHLMC 5.55 10/30/2026-24	3134H1GU1	5,000,000.00	4,996,250.00	10/30/2026	5.578	1.21	10/30/2023	99.925	821	
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.21	12/4/2023	100	856	
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.21	12/15/2023	100	863	
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.20	2/22/2024	99.05	936	
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.15	3/25/2024	94.917654	967	
FHLMC 5.25 6/17/2027-25	3134H12Q5	5,000,000.00	5,000,000.00	6/17/2027	5.250	1.21	6/21/2024	100	1,051	
FHLMC 4.375 6/25/2027-25	3134H13G6	5,000,000.00	4,961,910.00	6/25/2027	4.650	1.20	6/25/2024	99.2382	1,059	
FHLMC 4.5 7/9/2027-25	3134H14T7	5,000,000.00	4,967,500.00	7/9/2027	4.736	1.20	7/15/2024	99.35	1,073	
FHLMC 5.55 9/27/2027-24	3134H1DG5	5,000,000.00	4,998,250.00	9/27/2027	5.560	1.21	9/27/2023	99.965	1,153	
FHLMC Step 1/12/2029-24	3134H1PC1	5,000,000.00	5,000,000.00	1/12/2029	6.019	1.21	1/12/2024	100	1,626	
Sub Total / Average FHLMC Bond		90,606,000.00	89,731,580.91		4.750	21.73		99.090001	772	
FNMA Bond										
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.21	8/28/2020	100	27	
FNMA 2.625 9/6/2024	3135G0ZR7	3,167,000.00	3,093,525.60	9/6/2024	5.424	0.75	10/27/2023	97.68	37	
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.44	10/6/2021	103.290765	76	
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	76	
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.21	7/19/2021	99.797	138	
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.26	1/5/2022	101.665856	160	
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.31	5/5/2022	93.265273	265	
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.15	1/12/2024	95.239	265	
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.21	6/6/2022	93.108	321	
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.31	7/7/2022	93.157474	321	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.21	7/14/2020	100	348	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.21	8/19/2020	100	384	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.21	8/25/2020	100	390	
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	390	
FNMA 5.375 10/17/2025-24	3135GAKU4	5,000,000.00	5,000,000.00	10/17/2025	5.375	1.21	12/21/2023	100	443	
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	464	
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	464	
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.20	4/5/2023	92.12444	464	
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.11	11/17/2023	91.267	516	
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	632	
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.22	10/27/2023	88.898	729	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.21	10/29/2020	100	820	
FNMA 5.625 11/24/2026-24	3135GAKB6	5,000,000.00	5,000,000.00	11/24/2026	5.625	1.21	11/27/2023	100	846	
FNMA 5 1/4/2027-24	3135GAL58	5,000,000.00	4,998,750.00	1/4/2027	5.009	1.21	1/12/2024	99.975	887	
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.21	1/12/2024	100	891	
FNMA 5.25 2/2/2027-24	3135GAMS7	5,000,000.00	5,000,000.00	2/2/2027	5.250	1.21	2/2/2024	100	916	
FNMA 5.3 3/4/2027-25	3135GAPU9	5,000,000.00	5,000,000.00	3/4/2027	5.300	1.21	3/4/2024	100	946	
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.20	4/9/2024	99.029597	982	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.21	11/4/2020	100	1,191	
Sub Total / Average FNMA Bond		95,727,000.00	94,263,314.63		3.148	22.83		98.572885	569	
Local Government Investment Pool										
NC CLASS LGIP	NCCLASS	2,020,452.11	2,020,452.11	N/A	5.410	0.49	5/24/2024	100	1	
NCCMT LGIP	NCCMT481	19,709,117.97	19,709,117.97	N/A	5.240	4.77	12/31/2005	100	1	
Sub Total / Average Local Government Investment Pool		21,729,570.08	21,729,570.08		5.256	5.26		100	1	
Money Market										
PINNACLE BANK MM	PINNACLE	15,935,762.17	15,935,762.17	N/A	5.000	3.86	3/31/2019	100	1	

Sub Total / Average Money Market		15,935,762.17	15,935,762.17		5.000	3.86		100	1
Treasury Bill									
T-Bill 0 8/22/2024	912797KC0	5,000,000.00	4,871,791.67	8/22/2024	5.307	1.18	2/23/2024	97.435833	22
Sub Total / Average Treasury Bill		5,000,000.00	4,871,791.67		5.307	1.18		97.435833	22
Treasury Note									
T-Note 4.5 11/30/2024	91282CFX4	5,000,000.00	4,977,150.00	11/30/2024	5.278	1.21	4/25/2024	99.543	122
Sub Total / Average Treasury Note		5,000,000.00	4,977,150.00		5.278	1.21		99.543	122
Total / Average		416,387,332.25	412,905,431.22		3.364	100		99.207003	546