



City Council Agenda

Thursday, July 09, 2020

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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

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

In order to maintain the safety of City residents, City Council, and staff, the June 9, 2020 City Council Work Session and the June 11, 2020 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tqQT09>

Phone Dialing alternative:

646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

Public Hearings will be conducted during the July 7, 2020 Work Session. If you would like to comment on a public hearing item or to comment during the Persons Requesting to be Heard portion of the July 9, 2020 City Council meeting click the following link:

<https://forms.gle/M37tMtHE3AFFjbBp8>.

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I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer:

III. Approval of Minutes:

June 9, June 11, and June 26, 2020.

IV. Presentations

1. Recognition of the City of Concord Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for period ending June 30, 2019. 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, 2019. 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 31 consecutive years.

2. Recognition of the City of Concord Human Resources Department for being awarded the 2020 Healthiest Employer of Greater Charlotte award. The City of Concord has received the second place award for the Healthiest Employers of Greater

Charlotte - companies with 500-1,499 workers. This year's submission highlighted the City's priority on health and wellness. The City provides routine emails and wellness tips to employees and posts wellness information and tips in break rooms, communal areas and on monitors throughout the workplace. The wellness seminars that the City provides have increased over the past year as well, to include a wider variety of topics and the fitness facilities continue to be utilized by employees.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

- 1. Conduct a public hearing and consider adopting an ordinance for annexation of four (4) parcels located on the northeast side of the Rocky River Road and Lower Rocky River Road intersection. The authorized petitioner for the annexation is Keith Rains, PE, of McKim and Creed.** The authorized petitioner for the annexation is Keith Rains, PE, of McKim and Creed. The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of The Mills at Rocky River project, and west of CC Griffin Middle School. The applicant has proposed to annex the subject property for the development of a single-family residential detached subdivision.

Recommendation: Consider a motion to adopt the annexation ordinance and set the effective date for July 9, 2020.

- 2. Conduct a public hearing to consider approving the submission of the Consolidated Plan for FY 2020-2024 and FY 2020-2021 Action Plan to the US Department of Housing and Urban Development Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs.** The City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium are required to submit a Consolidated Plan every five (5) years to HUD. This plan evaluates the housing and community development needs within the region and details proposed actions to address the identified needs. As lead entity, Concord staff is responsible for gathering compiling and submitting to HUD information from all members. This effort results in a unified, comprehensive plan outlining community development activities to be undertaken during the upcoming five (5) year, for the entire region. Due to COVID-19 limitations, HUD amended public comment periods to a shorter timeframe and allowed jurisdictions to host virtual public hearings to safely obtain input from residents and community stakeholders. To help limit hardships for residents, staff has worked to obtain input via several virtual methods. First, a survey was available on the Community Development webpage March 1st – April 30th for initial input. The survey link was shared with HOME members and community stakeholders to be distributed for area input. Concord's first public hearing was held online through the City of Concord website on May 3 - 15, 2020. A second virtual public hearing was held online from June 15th – June 26, 2020 where the general public, boards and commissions, non-profits, and other interested parties are asked to review and submit comments to the draft plan version available online. In addition to these efforts, two other surveys were opened via the City's webpage and Community Development's webpage. To date, staff has received over 3,500 responses from the community. Based on this input, the main points identified as priorities within Concord and the region are; housing (rehabilitation/weatherization), affordable housing, homelessness and economic development. These items are the core needs discussed and basis for actions proposed within the next five (5) years. Included within the Consolidated Plan is the 2020-2021 Annual Action Plan for

Concord. This defines the activities selected to be carried out using the CDBG allocation is \$682,540 and HOME Consortium allocation is \$1,304,995. The Annual Plan and budget mirrors what were presented in the City's overall budget which was adopted June 11, 2020.

Recommendation: Motion to approve the submission of the Consolidated Plan for FY 2020-2024 and FY 2020-2021 Action Plan to the US Department of Housing and Urban Development Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs.

E. Presentations of Petitions and Requests

1. Consider adopting a resolution of intent to schedule a public hearing on the matter of abandon a portion of the right-of-way of the former location of Wilshire Ave. SW between Old Charlotte Rd. SW and the new alignment of Wilshire Ave SW. The proposal includes the abandonment of the right-of-way and the granting of a permanent public utility easement to the City. Chris Lucas has applied for the right-of-way abandonment. Mr. Lucas, via his firm New South Properties, LLC, owns the property on both sides of the right of way proposed for abandonment. The General Statutes require that the City 1) post signs in two (2) places along the right-of-way, 2) send copies of the approved resolution of intent to all neighboring owners after adoption, and 3) advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirement would allow the hearing to be conducted at the August City Council meeting.

Recommendation: Motion to adopt a resolution of intent to set a public hearing for the August City Council Meeting to abandon a portion of the right-of-way of the former location of Wilshire Ave. SW between Old Charlotte Rd. SW and the new alignment of Wilshire Ave SW.

2. Consider authorizing the City Manager to negotiate and execute a contract with Talbert Bright and Ellington (TBE) to provide professional engineering services to mitigate obstructions at Concord-Padgett Regional airport and to adopt the operating budget amendment for the project. Federal Aviation Administration last year has issued a Notice to All Airman (NOTAM) regarding unreliable service for our Automated Weather Observing System (AWOS) at Concord-Padgett Regional Airport. This NOTAM is in effect when the Air Traffic Control Tower (ATCT) is closed and Instrument Flight Rules conditions exist. We have had on several occasions where are based tenants were unable to fly back to the Airport due to AWOS being unreliable. This decision was due to changes from FAA regarding obstructions around the AWOS's nationwide. The new rule dictates that AWOS must be 1000 feet radius free from any obstructions, the previous rule stated 500 feet radius free. The AWOS is located on the east side of the runway and has been in place for the last 25 years. The Airport has identified the locations of trees to be removed. In addition, ATCT has identified a line of site issue with Taxiway G that needs to be addressed as well. Due to the extensive number of trees being removed a documented category exclusion will need to be conducted. KDAR, LLC has provided the required Independent Fee Analysis and the FAA has approved the scope of work for the project and has agreed to fund obstruction removal in FY 21. The funding for the professional services will be from the NCDOT-aviation grant that will be available July 2020. The airport will receive \$2, 240,445.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with TBE not to exceed \$155,000 and to adopt the operating budget amendment for the project.

3. Consider approving Neighborhood Matching Grant requests submitted by Recognized Neighborhoods. Through the City's Partnership for Stronger Neighborhoods program, recognized neighborhoods have the opportunity to participate in the Neighborhood Matching Grant Program. The purpose of the Neighborhood Matching Grant Program is to assist recognized neighborhoods with

completion of projects and/or programs that will enhance their community or neighborhood association. Neighborhood organizations must match the funds requested with cash, in-kind donations of goods and services, or contributions of volunteer time. For Fiscal Year 2020 - 2021, the maximum grant amount that may be requested for any project is \$3,000 and the program budget is \$30,000. All eligible recognized neighborhood organizations were invited to apply for grant funds. The application deadline was May 22, 2020. Staff received ten applications requesting a total \$27,378.00 to complete \$60,723.40 in projects. A grant review committee made up of staff from Engineering, Buildings & Grounds, Planning, and Transportation reviewed and ranked the applications based on a 100-point rating matrix. Evaluations measured community involvement, tangible public and neighborhood benefit, project readiness, and neighborhood contribution/match in funds. As a result of these assessments, the committee recommends funding nine neighborhood requests. The attached memorandum includes a brief description of each project.

Recommendation: Motion to award FY 2020-21 Neighborhood Matching Grants as requested by the following recognized neighborhoods (1) \$3,000 – Logan Community Association, (2) \$3,000 – Gibson Village Community Association, (3) \$3,000. – Oak Park Homeowner’s Association, (4) \$1,273 – Hidden Pond Homeowner’s Association, (5) \$3,000 – Sapphire Hills Townhome Association, (6) \$3,000 – Christenbury Homeowner’s Association, (7) \$2,095 – Lanstone Homeowner’s Association, (8) \$3,000 – Moss Creek Homeowners Association, (9) \$3,000 – Highland Creek Homeowners Association.

- 4. Consider adopting a resolution to create temporary COVID-19 related policies for the City's utility customers regarding utility shut-offs, late fees, and reconnection fees upon expiration of the Governor's Executive Order No. 124 & 142.** On March 31, 2020, Executive Order (EO) No. 124 was signed by the Governor of North Carolina. This order expired on June 1, 2020 and Executive Order 142 was issued to continue that order for 60 more days. Among other things, this order prohibited residential utility shut-offs, late fees, and reconnection fees. The order will expire in 120 days, or July 29, 2020. Staff is requesting that a resolution be adopted by City Council to be in effect upon the expiration of EO 142. This resolution will create the procedures for the City's utility customers that qualify for the 6 month agreement required by EO 124 and EO 142. The resolution will expire, for utility customers who are enrolled in a COVID -19 related payment agreements, no later than 6 months from the date the customer signs the agreement. The EO states that residential customers, who had a bill due date between the dates of March 30, 2020 and July 29, 2020, should be given at least 6 months to pay the amount due. This resolution will also continue to suspend penalties for customers until the six month period ends, which should be in February, 2021. The City plans to send the attached Pay Plan letter as an insert with the utility bills for all 3 billing cycles. This information will also be shared through social media and telephone calls. Several documents have been attached for your review, including the City's current process for payment agreements.

Recommendation: Motion to adopt a resolution which will create the temporary COVID-19 related policies for the City's utility customers regarding utility shut-offs, late fees, and reconnection fees upon expiration of the Governor's Executive Order No. 124 & 142.

- 5. Consider adopting a resolution authorizing the exchange of certain parking easements for other equal parking easements.** Central United Methodist Church has requested that the City consider exchanging existing parking easements on church property off Church Street for other equal parking easements located in the church parking lot off Killarney Avenue.

Recommendation: Motion to adopt a resolution authorizing the abandonment of the parking easement areas off Church Street and conveyance of those easements back to Central United Methodist Church and the exchange of the new easements areas and directing the City Attorney to take all necessary actions to complete the exchange.

- 6. Consider authorizing the City manager to negotiate and execute a contract with Queen City Engineering for Rider Transit Driver Protection Barriers.** As part of our response to the COVID-19 Public Health Emergency, Rider Transit is requesting approval to proceed with the procurement of Driver Protection Barriers to help ensure the health and safety of our Fixed Route bus and Demand Response Operators. These barriers would provide twofold protection for our vehicle Operators: a physical barrier for enhanced protection from Coronavirus transmission, as well as a security barrier to protect Operators from any unwanted physical contact from passengers or the general public. Rider Transit is required to spend a minimum of 1% of our FTA 5307 grant funding allocations on security related items, for which these barriers would be an eligible item. We have 17 vehicles, 4 different vehicles types, each requiring a different size and shaped barrier system. Rider Transit staff recommends awarding Queen City Engineering a contract in the amount of \$57,500 to design, build and install protection barriers on our 17 buses, vans and Light Transit Vehicles. Under new authorizations from FTA related to the Coronavirus Pandemic, Rider Transit will be able to use Federal grant funds to pay 100% of the cost of this project. This recommendation was approved by the Concord Kannapolis Transit Commission at their 6/24/20 meeting.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Queen City Engineering for Rider Transit Driver Protection Barriers.

- 7. Consider approving the Concord Kannapolis Area Transit Public Transportation Agency Safety Plan.** New this year, FTA is requiring all federally funded public transit systems to develop and maintain an Agency Safety Plan. Rider Transit, considered a Small Agency (under 100 buses) by FTA, will be participating under NCDOT's Statewide System Safety Program Plan. FTA program requirements include that approval of the new plan by the Concord Kannapolis Transit Commission, the Cabarrus Rowan MPO, and Concord City Council be included within the plan document itself before submission to NCDOT and FTA for their final approval. The new plan was approved by the Concord Kannapolis Transit Commission at their 6/24/20 meeting.

Recommendation: Motion to accept and approve the Concord Kannapolis Area Transit FTA Public Transportation Agency Safety Plan.

- 8. Consider approving the Master Plan and Conceptual Design for a 6.97 acre neighborhood park located at 106 Wilson Street, NE, trailhead parking for the McEachern Greenway.** The Parks and Recreation Department is pleased to present a master plan and conceptual drawing for Council's consideration for property located at 106 Wilson Street, NE along the McEachern Greenway, commonly referred to as "Wilson Street Park." The property is approximately 6.97 acres, and current serves as trailhead parking for the McEachern Greenway. The gravel parking area was developed in 2017 with the construction of the McEachern Greenway Extension and has since been cleared and maintained as open space. Based on recent revisions to FEMA Flood maps, much of the area that was formerly within the 100-year floodplain was removed in 2016, which will allow the City to pave the parking and add a new restroom building for the McEachern Greenway Extension. In addition to and based on recommendations from the Comprehensive Parks and Recreation Master Plan and the Open Space Connectivity Analysis, the transformation of this space into a new, and unique neighborhood park experience along the greenway became a top priority for the Department. Parks and Recreation

contracted with the firm, Viz Design to create a vision for the space that incorporates several thematic elements including a nature and themed playground area, outdoor classroom space, pollinator garden, enchanted fairy door path, labyrinth maze, and many other areas for kids and families to relax, enjoy nature and enjoy the greenway. This park site also offers the opportunity to increase program offerings for children of all ages with the addition of the restroom and outdoor classroom. Situated along the McEachern Greenway, it will be one of five (5) connected park sites, which include Les Myers Park, McGee Park, Wilson Street, Beverly Hills and the David Phillips Activity Center recently opened, and the surrounding property.

Recommendation: Motion to approve the Master Plan for Wilson Street Park.

- 9. Consider authorizing the City Manager to negotiate and execute a contract with Woolpert, North Carolina, PLLC to complete the master plan, public input, and conceptual design for the Northwest Park.** The property at 1252 Cox Mill Road in Concord, which totals approximately 28.6 acres and is adjacent to Cox Mill Elementary School, was recently purchased by the City to serve as the site of Concord's first Community Park in the Northwest. Parks and Recreation submitted an RFQ seeking professional design firms in March. A total of 19 firms submitted Statements of Qualification, and through the selection process, the firm Woolpert, North Carolina, PLLC located at 11301 Carmel Commons Blvd., Suite 300 in Charlotte, North Carolina was selected. The contract amount is for \$83,820, which will include meetings with stakeholders, public workshops and public participation including a needs assessment survey, master planning, conceptual design, and other reimbursable expenses including presentations to Council once the master plan document is complete. Funding was identified in the FY21 budget for master planning. Development of a park in the Northwest region of Concord is a City Council Goal, and top priority goal of the Comprehensive Parks and Recreation Master Plan. Amenities in this park may include a recreation center, community room, meeting space, sport fields and/or courts (tennis, pickleball, etc.), open space, splash pad, dog park, disc golf, playgrounds, shelters and greenways and/or trails for connectivity.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Woolpert, North Carolina, PLLC for master plan development for the property under consideration for a Northwest Park.

- 10. Consider authorizing the City Manager to negotiate and execute a contract with TELICS, Inc. for on-call Real Estate Services to assist with the land acquisition process for greenway development.** Parks and Recreation with assistance from Legal and Engineering, submitted an RFQ for Real Estate Acquisition Services for park and greenway projects, and has selected the firm TELICS (Telecommunication & Industrial Consulting Services). TELICS has experience with several components of the land acquisition process, including property research, right-of-way/fee simple/easement acquisitions, property negotiations, appraisals, and survey work on a parcel by parcel basis. TELICS also has experience working with NCDOT on right-of-way acquisitions for future road projects, and experience working with Mecklenburg County on Greenway acquisitions. TELICS Scope will include acquisition services for four (4) primary greenway corridors as referenced in the Open Space Connectivity Analysis, and the City's Capital Improvement Plan, including McEachern Greenway, Hector Henry Greenway, Clarke Creek Greenway (Cox Mill Loop), and Irish Buffalo Creek Greenway. On average, a typical greenway project could have anywhere from only a few easements to acquire to as much as 15 individual parcels depending on the corridor location. TELICS fee will be anywhere from \$3,000 to \$8,700 per parcel depending on the service provided.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with TELICS, Inc. for Real Estate Services for greenway development.

- 11. Consider adopting a resolution to convey a temporary construction easement to Cabarrus Propco, LLC.** Cabarrus Propco, LLC is developing a site on Drake Mill Lane, SW known as Rocky Mill Manor which is an assisted living facility. The City owns the site adjacent to their parcel which is used for a trail and trail head parking. The property line runs in the middle of an old erosion control measure (sediment pond) that was used during the original site grading. Cabarrus Propco, LLC proposes to fill in the old sediment pond. Engineering and Parks and Recreation staff have met on site to review the grading plan, comments and amendments were proposed back to the developers engineer which has been accepted and incorporated.

Recommendation: Motion to adopt a resolution to convey a temporary construction easement to Cabarrus Propco, LLC.

- 12. Consider a Preliminary Application from Land Development Solutions.** In accordance with City Code Chapter 62, Land Development Solutions has submitted a preliminary application to receive water and sewer service outside the City limits. The property is located at 3560 US Hwy 601S and is approximately 173 acres. The parcel is currently zoned LDR and the applicant proposes to develop with a mixed use development.

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

VII. Consent Agenda

- A. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4 the following access easements and maintenance agreements are now ready for approval: Blue Anchor, LLC (PIN 4680-96-4101) 8400 Westmoreland Drive NW. Access easement and SCM maintenance agreement is being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Blue Anchor, LLC.

- B. 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: Roberta Ridge Phase 1 Map 7 and Dalton Woods. 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: Roberta Ridge Phase 1 Map 7 and Dalton Woods.

- C. Consider adopting a budget ordinance to correct an error in the HOME budget.** Staff is requesting that the HOME budget be amended to correct an error. The adopted budget amount for HOME includes prior year funding for a position that is already allocated and should not have been included in the FY21 adopted budget amount.

Recommendation: Motion to adopt a budget ordinance to correct an error in the HOME budget.

- D. Consider adopting a General Capital Reserve Project ordinance to close completed transfers for FYE 2020.** Staff is requesting approval to close completed transfers for this fiscal year 2020.

Recommendation: Motion to adopt a General Capital Reserve Project ordinance to close completed transfers for FYE 2020.

- E. Consider adopting a Utility Reserve fund capital project ordinance amendment to close prior year completed transfers.** Staff is requesting that prior year completed transfers be closed in the utility project reserve fund in the amount of \$3,416,725.

Recommendation: Motion to adopt a Utility Reserve fund capital project ordinance amendment to close prior year completed transfers.

- F. Consider adopting a Water capital project ordinance to remove the Roberta Road Line project.** Staff is recommending that the Roberta Line project. \$35,000, be removed from the project list. The project will not be done at this time and the revenues associated with this project will be placed in reserves for future projects.

Recommendation: Motion to adopt a Water capital project ordinance to remove the Roberta Road Line project.

- G. Consider adopting a Wastewater project ordinance to close projects that are not currently planned.** Staff is requesting that several projects be removed from the wastewater project fund. These projects were adopted in various prior years, but there is no activity in the accounts. Staff is recommending that these projects be removed from the books and the revenue sources be reserved for future projects.

Recommendation: Motion to adopt a Wastewater project ordinance to close projects that are not currently planned.

- H. Consider approving the City's semi-annual debt report as of July 1, 2020.** Staff has been asked to report on the City's debt semi-annually. The attached report represents the City's annual principal and interest requirements as well as the outstanding debt as of July 1, 2020.

Recommendation: Motion to accept the semi-annual debt report for the City of Concord as of July 1, 2020.

- I. Consider acceptance of the Tax Office reports for the month of May 2020.** 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 May 2020.

- J. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of May 2020.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of May 2020.

- K. Receive monthly report on status of investments as of May 31, 2020.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments.

VIII. Matters not on the agenda

- TAC
- MTC
- Centralina Council of Government (CCOG)
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Property Task Force Committee

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

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

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INDUSTRIES & TOPICS



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From the Charlotte Business Journal:

<https://www.bizjournals.com/charlotte/news/2020/06/26/healthiest-employers-500-1499-employee-category.html>

Healthiest Employers of Greater Charlotte: Ranking companies with 500 to 1,499 workers

Jun 26, 2020, 6:00am EDT

The Healthiest Employers of Greater Charlotte Awards highlights local companies that are making strides in terms of wellness programs for their workers. Below is the ranking of honorees that have between 500 and 1,499 employees. Read more from the special report here.



MAGGIE LYNN/CBJ AND GETTY IMAGES

No. 1: Rowan County Government

Score: 90.7

U.S. employees: 825

Rowan County is overseen by a county manager and governed by a five-member board of commissioners. Rowan County has over 1,200 employees who serve 142,000 constituents across 10 municipalities.

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? Our diabetes management program offered to employees, dependents and retirees covered by our health insurance plan works to reduce incidence and cost of preventable complications of diabetes and care gaps. Pharmacist care manager provides health coaching and disease management assistance to participants and regularly coordinates with their medical provider. Additionally, to reduce financial burden and increase adherence to compliance standards, the program provides a biannual cash incentive for active participation and copays at 100% for diabetes, blood pressure, and cholesterol medications; injectables; and supplies.

What makes your well-being program stand out? Over the past year, our wellness clinic has served on average 99 employees and spouses monthly for acute care; blood pressure and hypertension; heart disease; diabetes; weight management; nicotine cessation; and care coordination at no charge. The clinic has collectively saved our employees and their families an average of \$35,640 this year in copayments.

"Our wellness initiatives are aimed at helping employees improve their health behaviors and lower their risks for serious health conditions that contribute to rising costs such as heart disease and diabetes. Controlling health-care costs is not the only benefit of our wellness initiatives. A healthy workplace for Rowan County employees leads to improved personal lives and increased workplace productivity, all of which translates to the highest quality of services provided to the citizens of Rowan County." — Aaron Church, County Manager

No. 2: City of Concord

Score: 80.45

U.S. employees: 1,024

City of Concord government provides utility services, including police, fire, water, engineering, planning, solid waste and recycling, parks and recreation, housing, electric, aviation, telecommunications and buildings and grounds maintenance.

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? City of Concord has completed its fifth year of biometric screenings with results at the time of visit continuing to be a high impact method of conveying specific health factors. With on-site results at the time of screening, engagement with registered nurses has increased. From 2018 to 2019 we have seen a 7.1% decrease in glucose, 22.4% in waist circumference, 23.5% in systolic and 15.3% in diastolic blood pressure, 10.2% in HDL ratio and a 16.3% drop in LDL cholesterol.

What makes your well-being program stand out? We feel interest and overwhelming participation in offerings throughout the year show an impact. Over 965 employees and retirees participated in our annual mass health screening event; a 4.3% increase over the prior year with a 21% decrease or maintained risk status of, low. We have also had over 800 employees participate in our wellness seminar offerings. Engagement and participation in what city of Concord has to offer is paramount in cultivating a culture of positive change.

"Team Concord continues to place a high priority on health and wellness. Not only do we provide routine emails and wellness tips to employees, we also post wellness information and tips in break rooms, communal areas and on our monitors throughout the workplace. Our wellness seminars have increased over the past year as well to include presenting a wider variety of topics. Our fitness facilities continue to be utilized by employees before and after work as well on holidays and weekends, further demonstrating the commitment our employees have for their health. Overall, employee health and wellness remain a priority of the city." — *Lloyd Payne Jr., City Manager*

No. 3: Cabarrus County Government

Score: 79.85

U.S. employees: 1,100

Cabarrus County government is governed by a five-member board of commissioners elected at large. The mission of the commissioners is to ensure public safety, administer state requirements, determine county needs and provide services to continually enhance quality of life for citizens of Cabarrus County.

Wellness program name: Wellness For Life

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? Nurse health coaching has created a healthier workforce by preventing or reversing the onset of chronic disease. The nurse and employee work together to develop a "wellness vision." It is important to meet the client where they are while using behavioral modification to make healthy related changes over time. The coach uses data from the employees medical record, self-reported habits and reflections to help motivate an employee to make lifestyle changes.

What is something new you tried this year? Wellness on Wheels launched in February 2020. In honor of National Heart Health month, the nurse health coach conducted "blood pressure screenings" with our roving heart-cart. She met employees at their desks throughout multiple buildings. During each visit she conducted blood pressure screenings and provided heart health educational information. Some employees were connected to a provider due to having an elevated blood pressure. After blood pressure check, healthy information was reviewed.

What makes your well-being program stand out? The Care Collaboration between the clinic nurse practitioner and the nurse health coach. The nurse health coach has identified an employee's blood sugars or blood pressures were elevated and has referred the patient to the nurse practitioner.

"Our wellness program benefits employee health, but more than that, it brings employees together and fosters a stronger workplace." — *Jonathan Marshall, Deputy County Manager*

No. 4: Mecklenburg EMS Agency (MEDIC)

Score: 74.1

U.S. employees: 561

Mecklenburg EMS continues to be a world-renowned emergency medical services agency that provides pre-hospital clinical and customer care.

Wellness program name: Be Healthy, Live Well, Retire Strong

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? Over the past year, our stress management project team launched resources particular to our industry to promote long-term wellness. A few items include resiliency training, an application called Crew Care specific to public safety and a new EAP provider called Public Safety that also caters to public safety employees.

What is something new you tried this year? One of the most successful items we have implemented this past year includes our industry-specific EAP provider. We have better reporting and analytics from this vendor and have been able to track an increase of use not only within the counselor section but for professional and personal growth. The vendor provides an online forum for hundreds of trainings that our employees and their household members can engage.

"Beyond our normal interest in supporting the wellness of all our employees, the last few months have emphasized how nimble our efforts need to be. In these times, we remain committed to supporting all aspects of employee wellness. We concentrated on financial, emotional and physical impacts throughout this pandemic. Early on, we focused on supplying the healthiest options to support our front-line EMTs and paramedics who had to suppress their concerns about disease transmission while continuing to treat our patients with the utmost compassion. Assuring our employees have sufficient and effective PPE for all patient encounters has been one of the most challenging experiences for our logistics and support staff who remain dedicated to sourcing all appropriate PPE." — *Sharon Taulbert, Deputy Director of Professional Services*

No. 5: Truliant Federal Credit Union

Score: 70.4

U.S. employees: 691

Truliant provides financial services to our members in North Carolina, South Carolina and Virginia

Wellness program name: TruWellness

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? Spousal involvement is our focus again this year. We're addressing this by asking that covered spouses participate in the same wellness activities we require employees to undertake, in order to receive a \$50 discount in their monthly insurance premiums. While our overall claims spend is up about 20% from the first quarter of 2019, we've seen just a .06% increase in claims dollars on behalf of covered spouses in for the same period in 2020.

What is something new you tried this year? We have begun a series of financial wellness webinars, accessible to every employee regardless of location. We've increased environmental wellness features such as biophilia, encouraging signage and reorientation of printer stations to encourage more movement.

What makes your well-being program stand out? The goal of our wellness program is to improve the lives of our employees. This manifests in our employees' goal to improve the lives of our members.

"At Truliant, year in and year out, we've made engaging our workforce in a successful wellness culture a top priority. Never has that approach been more necessary than as of late. The dedication and spirit of Truliant's employees has not wavered from our mission of improving the lives of our members. Our dedication to promoting and reinforcing the pillars of Wellness within our organization continues to strengthen our culture from top to bottom, across our entire footprint, helping to improve the lives of our members, our employees and their families." — *Sherri Thomas, Chief Human Resources and Organizational Development Officer*

No. 6: Gaston Family Health Services

Score: 65.25

U.S. employees: 675

Gaston Family Health Services is a community-sponsored, family-centered provider of health care, health education and preventive care services without regard for the ability to pay.

Wellness program name: Know your Numbers

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? Engaging with our co-workers one by one has helped our program. Showing them that we care about their health and providing them with resources has helped tremendously. Reminding them to invest in their health and providing them with incentives for taking the steps motivates them to do more.

What statistic best captures the success of your program's effectiveness in the past 12 months? Having over 70% of our employees doing the screenings — physical, dental, cervical, mammogram and flu shot — is rewarding to see because they are investing in their health.

"The GFHS Wellness Program: Know your Numbers is not only beneficial for the employees in the fact that they are improving their personal health and wellness, but they are also earning extra PTO and putting money back into their own pockets through engagement. There has not been an increase in health-care costs for the employer and employees in several years through engagement in this program. It is a win-win situation for all." — *Robert Spencer, CEO*

No. 7: Iredell Health System

Score: 58

U.S. employees: 1,296

Iredell Memorial Hospital is a 247-bed facility and Iredell Health System employs nearly 1,700 people and has about 240 physicians in a wide range of specialties.

Wellness program name: GO365

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? Our wellness team is a contagious force that rallies employees and inspires them to be involved in challenges, activities and health promotions. They have sponsored walking clubs, food donations, 5Ks, volunteer events, mindfulness challenges and many more activities to get employees involved. The wellness team taught employees to use and sync tracking devices, how to monitor their points and how to earn more points by working towards healthier biometrics.

What is something new you tried this year? We purchased tracking devices for all low-income employees.

What makes your well-being program stand out? Our wellness team has a 12-month strategy that they tweak annually. The wellness team conducted employee surveys to determine what health information and programs employees desired. From that data they broke down initiatives into three pillars: fitness and BMI, nutrition and BMI, and culture and well-being. They then further planned monthly events focusing on these three pillars.

"Our team has revamped our employee wellness program entirely to provide an excellent variety of opportunities for our employees that focus on the different abilities and interests of our varied workforce. While we have found activity-based events in a team setting are really successful, we also know it is very important to recognize that everyone has different individual needs and challenges, and we are progressively working to meet those needs. It is exciting to see personal success stories of significantly improved health measures and lifestyles." — *John Green, President and CEO*

No. 8: LaBella Associates

Score: 38.95

U.S. employees: 706

LaBella Associates creates structures, plans, ideas, results. Our four key service offerings: buildings, energy, infrastructure and environmental. Our staff of over 800 team members is spread across more than 20 offices.

Wellness program name: Take Charge

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? In order to keep track of and engage our employees in wellness initiatives, we implemented a wellness passport. Employees can earn stamps in their passport to win wellness prizes by participating in activities related to LaBella's three categories of wellness, body, brain and belonging. The passport program keeps employees involved on a weekly basis.

What is something new you tried this year? We started tracking goals and participation in order to improve the program for 2020. By tracking participation, we are able to see what employees are interested in participating in or learning more about specific topics. One of the main goals was to increase participation in biometric screenings because the results of the screenings will impact how we plan out our yearly calendar of events.

What makes your well-being program stand out? Our program aims to boost employees' mental, financial and social health in equal measure. LaBella has three engagement committees that combined make up the Take Charge wellness program.

"As a professional-services firm, our employees are the knowledge and expertise that make LaBella a trusted partner to our clients. That we would invest in their well-being is a given; what I'm most proud of is that we've been able to develop programs that give our employees opportunities to meet their individual goals while also building comradery within the company. Our wellness programs improve the lives of our employees. The morale that results from our wellness initiatives creates stronger teams, who are better equipped to deliver their expertise for the benefit of the communities we serve."

Jeff Roloson, President

No. 9: Brighthouse Financial

Score: 32.3

U.S. employees: 1,365

Brighthouse Financial offers annuities and life insurance to help keep retirement plans on track.

Wellness program name: Live Brighter

What specific element of your program is moving the needle for your well-being program and positively affecting your employees' health? I think Brighthouse's employees are utilizing the program at such a high rate because the program is fun, interactive and rewarding. The Virgin Pulse platform has many different ways to participate, so it meets many employees' needs. The rewards earned by participating are a strong driver of participation.

What is something new you tried this year? We implemented a wellness communications calendar for 2020. Since we have various wellness programs (financial, physical, emotional), having a calendar to regularly remind and engage employees was something we thought would be beneficial. It is proving to be beneficial, and we will continue to use it in future years.

What makes your well-being program stand out? Relatedly, what statistic best captures the success of your program's effectiveness in the past 12 months? I think our participation percentage makes our program stand out. Of the approximately 1,350 employees, over 70% of the population participates in the program. This is because we communicate the program, the program has attractive financial incentives and it is fun and interactive.

"I am most proud of our employees' engagement in our health and well-being programs. The company is dedicated to supporting our employees' well-being each and every day — both at work and at home. It is great to be part of an organization that offers a competitive health and well-being program that is affordable, provides choice to employees based on their needs, and supports physical, mental and financial well-being. I am pleased to share that in recent employee surveys over 90% of employees who responded reported understanding the benefits offered to them, and 75% believe the benefits offered to them is competitive." — *Vonda Huss, Chief Human Resources Officer*

Meeting Date

July 9, 2020

Background

The subject property consists of +/- 56.83 acres on the northeast corner of Rocky River Road and Lower Rocky River Road. The property is also adjacent to the southwest corner of the Mills at Rocky River project, and west of CC Griffin Middle School. The subject petition is a resubmittal for a previously considered site. The 2019 petition was submitted prior to the adoption of the Conservation Subdivision standards and the request was tabled until the ordinance could be adopted. After the Conservation Subdivision Ordinance was adopted, the petitioner provided details on the intended use of the property, which included 113 homes on the +/- 56.83 acres. Council held a public hearing on March 12th, 2020 and voted to decline annexation. Subsequently, the applicant submitted the current annexation petition for the same property, now proposing 106 homes.

As with all annexations, staff contacts both internal City departments and external agencies for input. Previously, the Concord Fire Department stated that due to the location of the site in comparison to the primary corporate limits and the distance to nearest fire station, it would be necessary to contract out fire services for the site if annexation were approved. Fire has recalculated the distance and believes they can serve the site without outside contracts. However, the Police Department maintains that annexation would “stretch out the boundaries of Baker District and dilute resources further away from the more populated areas of that district,” and that if annexed, consideration should be given to future resource needs. Cabarrus County Schools provided student enrollment numbers for the previous submittal but has not responded with modified calculations for the current proposal which provides a reduction in building units. A reduction in unit counts would likely reduce the student impact on effected schools.

Should annexation be adopted, the petitioner plans to request a rezoning to the CS (Conservation Subdivision) zoning classification. Although site plans are not required for annexation hearings, the pretensioner has provided a preliminary site schematic which is attached to Council’s packet materials, indicating a maximum of 106 lots at 1.87 du/a. A preliminary review indicates that the plan can meet the minimum standards set forth for the CS zoning district. If annexation is adopted, the plan will be required to go through technical site plan review prior to rezoning. The City is required to place a zoning classification on all annexed property within 60 days of municipal incorporation. Should this or any property be annexed and the plan be insufficient for review by the Planning & Zoning Commission by that the required 60 days, City Staff will prepare an administrative zoning request. In this instance, staff would recommend the RE (Residential Estate) zoning district.

The property is currently zoned CR (Countryside Residential) in Cabarrus County which permits a density of up to one (1) dwelling unit per acre. The subject property is also located within the Central Area Plan’s Very Low-Density development guide allowing

density up to 1 unit per two acres or 2 units per acre with additional development standards. Furthermore, the subject property is also within the 2030 Land Use Plan's Suburban Neighborhood Land Use Category and Conservation District Character Area, also requiring enhanced development standards.

CS (Conservation Subdivision Standard Highlights)

1. Inventory and mapping of existing resources (including but not limited to):
 - soil type locations
 - hydrologic characteristics
 - trees with a caliper of more than thirty-two (32) inches
 - known critical habitat areas
 - views of the site
 - primary conservation areas
 - secondary conservation areas
 - existing forests of at least one contiguous acre, containing five trees or more per acre measuring 32"DBH
 - at least 80 percent of residential lots shall abut common open space
 - heritage tree preservation
 - scenic view protection



**Planning &
Neighborhood Development**
35 Cabarrus Avenue, West
PO Box 308 Concord, NC 28026
Phone: 704-920-5146
Email: rogerss@concordnc.gov

Petition for Annexation into the Concord City Limits

<u>Section A</u> Submittal Checklist	
<p>Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit:</p>	
<p>Required – An incomplete application will delay the annexation process.</p>	
	<p>Written metes and bounds description of the property to be annexed. (Must include in application packet <u>and</u> email a Microsoft Word version to rogerss@concordnc.gov). Mark as Exhibit A. Source can be from Survey or Deed.</p>
✓	<p>Map showing above written metes and bounds description of the property to be annexed <u>in relation to the current city limits</u>. Mark as Exhibit B.</p>
✓	<p>A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C. http://gis.cabarruscounty.us/gisdataexplorer/</p>
✓	<p>Correct Parcel Identification Number(s) (PIN) on second page of application. This is very important. Please indicate if the property to be annexed is only a portion of an existing parcel. http://gis.cabarruscounty.us/gisdataexplorer/</p>
	<p>Property Owners' Signatures, Date of Signatures, and addresses. See page 3 of this application. <u>All real property owners</u> must sign the application, and such signature <u>must be notarized</u>. An authorized representative must sign on behalf of each legal entity that holds ownership of the property and <u>such representative's signature must be notarized</u>. <u>One signature for each legal ownership interest in the property.</u></p> <p>Please include signatures of new owners if ownership will change during the annexation process.</p>
	<p>Notary Statements for each signature</p>
	<p>General Warranty Deed showing ownership of the property. Petitioners must submit a title opinion or title insurance if a general warranty deed is not available. Upon review, a title opinion may be required in addition to a general warranty deed.</p>
✓	<p>Statement of vested rights claimed, if any.</p>
	<p>\$300.00 Application Fee</p>
	<p>A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).</p>
	<p>This application form (Sections A, B, C, and D) completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.</p>
<p>Optional, but will assist in the steps following the annexation process</p>	
	<p><u>Section E (Supplemental Information)</u></p>
✓	<p>Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan</p>
✓	<p>Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)</p>
✓	<p>List of Current Adjacent Property Owners</p>

Section B Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.**

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name Lower Rocky River Road Properties

Street Address 7785 Rock River Road

Cabarrus County Property Identification Number(s) list below

P.I.N. 5527-41-6442-0000

P.I.N. 5527-40-6497-0000

P.I.N. 5527-40-1148-0000

P.I.N. 5526-39-8913-0000

P.I.N.

P.I.N.

Acreage of Annexation Site ~~56.98~~ 56.83

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

Person to contact if there are questions about the petition

Name Keith Rains, PE - McKim & Creed

Address 8020 Tower Point Drive, Charlotte, NC 28227

Phone 803-493-5393

Fax # 704-841-2567

Email krains@mckimcreed.com

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov

Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or

Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No X

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this ___ day of _____, 20___ by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Anne W. Tino Trustee Phone _____

Address 12 Lawnside Drive, Cheltenham, PA 19012

Signature _____ Date _____

Print Name Brian J. Kelly Phone 205.597.5097

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature *B. Kelly* Date April 13, 2020

Print Name Elaine Hill Kelly Phone 704 773 8639

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature *Elaine H. Kelly* Date 4/13/2020

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

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

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

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

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

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

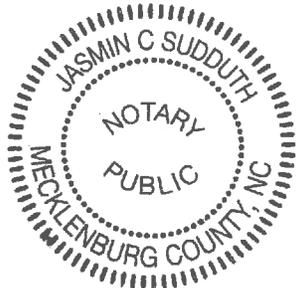
Witness my hand and official seal this 13th day of April, 2020.

My commission expires March 4, 2023.

Jasmin C. Sudduth
Notary Public

[SEAL of Notary Public]

Notary's Stamp:



Section D Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or

Satellite (Not Contiguous) to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No X

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this ___ day of _____, 20___ by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Anne W. Tino Trustee Mark C. Tino TTE Phone 215.740.4228

Address 12 Lawnside Drive, Cheltenham, PA 19012

Signature Mark C. Tino (TTE) Date 04/10/2020

Print Name Brian J. Kelly Phone _____

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature _____ Date _____

Print Name Elaine Hill Kelly Phone _____

Address 8397 Lower Rocky River Road, Concord, NC 28025

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

A notary statement must be completely filled out for each signature.

MB

MB
04/11/2020

3 of 7 (m)

PETITION MUST BE NOTARIZED

State of: PA
County of: Montgomery

~~Use this section for individual landowners.~~

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

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

I, Lilian M. Shapiro [Notary's Name], a Notary Public for said County and State, do hereby certify that MARK C. TIMO TTS [Representative for Landowner], a duly authorized representative for Anne W. Timo Trust [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is Trustee [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

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

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

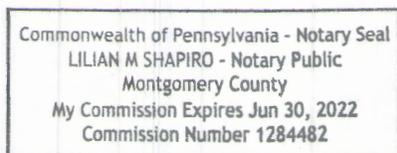
Witness my hand and official seal this 11 day of April, 2020.

Lilian M. Shapiro
Notary Public

My commission expires June 30, 2022

[SEAL of Notary Public]

Notary's Stamp:



4 of 7 (m)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO
AMENDED AND RESTATED
TRUST AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TRUST AGREEMENT is executed this 24th day of May, 2012, by ANNE W. TINO of Mecklenburg County, North Carolina, who is referred to in this Second Amendment in the first person.

I entered into an Amended and Restated Trust Agreement dated the 21st day of July, 2004, with ANNE W. TINO, Trustee. I executed a First Amendment to Amended and Restated Trust Agreement on the 14th day of December, 2004.

Under Article X of the trust instrument, which Article was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, I reserved the right at any time to amend the trust in whole or in part by notice delivered to the Trustee. I now desire to further exercise my right of amendment and amend the trust instrument as follows:

FIRST: I amend Article IV, Section A, Paragraph 1, which appears on pages 4 and 5 of the Amended and Restated Trust Agreement so that as amended, Article IV, Section A, Paragraph 1 shall read in its entirety as follows:

1. McDowell Property. Upon the death of Settlor, if the trust property includes Settlor's residence at 123 McDowell Street, Matthews, Mecklenburg County, North Carolina, and designated as parcel number 227-024-30 (hereinafter the "McDowell Property"), the Trustee shall hold the McDowell Property in trust. STEPHEN TINO shall be allowed to continue to live and reside at the McDowell Property for so long as the Trustee, in his sole discretion, deems that living situation to be appropriate and beneficial to STEPHEN TINO.

In the event STEPHEN TINO does not live or reside at the McDowell Property but the trust continues to own the McDowell Property, the Trustee may, in his sole discretion, lease the McDowell Property to a third party for a monthly rental rate to be determined by the Trustee in his sole discretion. All net income generated from the lease of the McDowell Property, after the payment of maintenance, upkeep, taxes and other costs, shall be distributed at least quarterly to or for the benefit of my sons STEPHEN TINO, MARK TINO and FRANK TINO, in equal shares. In the event any of my sons die while the McDowell Property is generating income, the periodic payments that would have been distributed to that son shall instead be divided equally among my surviving sons.

When, in the sole discretion of the Trustee, the Trustee elects to sell the McDowell Property, fifty percent (50%) of the net proceeds of said sale shall be distributed to the Trust for Settlor's Son, STEPHEN TINO, as established in Article IV, Section A, Paragraph 3 hereinbelow, and all amendments thereto, to be held, managed,

administered and distributed in accordance with the terms of Article IV, Section B hereinbelow, and all amendments thereto.

The remaining fifty percent (50%) shall be distributed outright, free and clear of trust, in equal shares to Settlor's sons MARK TINO and FRANK TINO, if they are alive at the time of the sale of the McDowell Property. If MARK TINO is not alive at the time of the sale of the McDowell Property, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO is not alive at the time of the sale of the McDowell Property, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per capita*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

SECOND: I amend Article IV, Section A, Paragraph 2, which appears on pages 5 and 6 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article IV, Section A, Paragraph 2 shall read in its entirety as follows:

2. Rocky River Road Property. Upon the death of Settlor, if the trust property includes that certain approximately 20.5 acre tract along Rocky River Road, Harrisburg, Cabarrus County, North Carolina and designated as parcel number 5527416442 (hereinafter the "Rocky River Road Property"), the Trustee shall hold the Rocky River Road Property in trust for the benefit of Settlor's sons, STEPHEN TINO, MARK TINO and FRANK TINO.

The Trustee may, in his sole discretion, lease all or any portion of the Rocky River Road Property to a third party (or to third parties) for a monthly rental rate to be determined by the Trustee, in his sole discretion. All net income generated from the lease of the Rocky River Road Property, after the payment of maintenance, upkeep, taxes and other costs, shall be distributed at least quarterly to or for the benefit of my sons STEPHEN TINO, MARK TINO and FRANK TINO, in equal shares. In the event any of my sons die while the Rocky River Road Property is generating income, the periodic payments that would have been distributed to that son shall instead be divided equally among my surviving sons.

When, in the sole discretion of the Trustee, the Trustee elects to sell the Rocky River Road Property, the net proceeds of said sale shall be distributed outright, free and clear of trust, in equal shares to Settlor's sons MARK TINO and FRANK TINO, if they are alive at the time of the sale of the Rocky River Road Property. If MARK TINO is not alive at the time of the sale of the Rocky River Road Property, his share

shall instead be distributed to his issue, *per stirpes*. If FRANK TINO is not alive at the time of the sale of the Rocky River Road Property, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

THIRD: I amend Article IV, Section A, Paragraph 4, which appears on page 7 of the Amended and Restated Trust Agreement, so that as amended, Article IV, Section A, Paragraph 4 shall read in its entirety as follows:

4. Allocation of Balance of Trust Property. After the distribution made pursuant to paragraph 3 above, the Trustee shall then distribute the remaining trust estate to Settlor's sons, MARK TINO and FRANK TINO, if both of them survive Settlor, in equal shares. If MARK TINO does not survive Settlor, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO does not survive Settlor, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

FOURTH: I amend Article IV, Section B, Paragraph 2, which appears on page 8 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article IV, Section B, Paragraph 2 shall read in its entirety as follows:

3. Distribution Upon Death of STEPHEN TINO. Upon the death of Settlor's son, STEPHEN TINO, the Trustee shall distribute the then-remaining principal balance and undistributed income of his trust to Settlor's sons, MARK TINO and FRANK TINO, if both of them survive Settlor, in equal shares. If MARK TINO does not survive Settlor, his share shall instead be distributed to his issue, *per stirpes*. If FRANK TINO does not survive Settlor, his share shall instead be distributed to his children, RYAN TINO and LAUREN TINO, *per stirpes*. If neither of such sons nor issue of either of such sons survives Settlor, the Trustee shall dispose of the remaining trust estate for the benefit of Settlor's issue and the other contingent beneficiaries in accordance with the provisions of paragraph D below.

It is my desire that before the Trustee makes the distribution of the principal balance and undistributed income of STEPHEN TINO's trust as directed in the paragraph immediately above, that the Trustee donate a portion of the trust assets to a Christian charitable organization of the Trustee's choosing. I ask my Trustee to take into account my beliefs and wishes and to consider organizations that have served me and my children during their lifetimes, but my Trustee is not bound by these wishes.

I have intentionally chosen to omit my granddaughter AMBER TINO from any distributions hereunder not for lack of love or affection but in an effort to preserve her eligibility for benefits to which she is otherwise entitled.

FIFTH: I amend Article X, which appears on pages 23 and 24 of the Amended and Restated Trust Agreement, and which was amended pursuant to the First Amendment to Amended and Restated Trust Agreement on December 14, 2004, so that as amended, Article X shall read in its entirety as follows:

Settlor reserves the right and power to alter, amend or revoke this Agreement at any time, and from time to time, either in whole or in part, without the consent of the Trustee or any beneficiary hereunder or under any of said policies, by written notice to the Trustee to that effect; provide, however, that the duties, responsibilities and rate of compensation of the Trustee shall not be altered or modified without its written consent.

Any successor Trustee is authorized and directed to accept from any prior Trustee the assets delivered by such predecessor on the basis of the predecessor's accounting for such assets without requiring an audit or other independent accounting of the transactions, acts or omissions of such prior Trustee, and any successor Trustee shall not have any duty, responsibility, obligation or liability whatsoever for the acts or omissions of any prior Trustee.

Upon the death, removal, failure or inability to serve of ANNE W. TINO as Trustee, Settlor's son, MARK TINO, shall serve as successor Trustee. I recommend that MARK TINO seek the advice of a financial planner in managing the trust. Within thirty (30) days of accepting the responsibility of serving as successor Trustee, MARK TINO as successor Trustee shall designate a successor Trustee to serve in the event of his death or resignation as Trustee. The designation of a successor Trustee shall be in writing, executed by the Trustee and accepted by the written acknowledgement of the successor Trustee. The original designation and acceptance shall be attached to the original of the Trust Agreement.

In the event that no successor Trustee shall be named to serve or all of the successor Trustees shall fail to serve as Trustee for any reason and no Trustee shall; then be named or serving, then in such event, a successor Trustee shall be named and appointed in a written instrument in recordable form signed by a majority of the adult beneficiaries who have capacity to consent and the parent(s) or guardian(s) of the minor and/or incompetent beneficiaries of the trust(s) created hereunder.

I have signed and sealed this instrument on the 24th day of May, 2012.

SETTLOR AND TRUSTEE:

[Handwritten signature] (SEAL)

ANNE W. TINO

*Marked affixed
by Anne W. Tino*

In presence of undersigned notary.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Kimberly A. Gossage, a Notary Public for said County and State, do hereby certify that ANNE W. TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2012.

Kimberly A Gossage

Notary Public

My commission expires: 5/21/2016



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RESIGNATION OF TRUSTEE

I, ANNE W. TINO, Trustee under an Amended and Restated Trust Agreement dated the 21st day of July, 2004, as subsequently amended, pursuant to Article X, hereby resign as Trustee. I understand that upon my resignation, MARK TINO shall immediately begin serving as successor Trustee.

This the 24th day of May, 2012.

(SEAL)

ANNE W. TINO, Trustee

Mark affixed by Anne W. Tino in presence of undersigned notary.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Kimberly A. Gossage, a Notary Public for said County and State, do hereby certify that ANNE W. TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of May, 2012.

Kimberly A. Gossage

Notary Public

My commission expires: 5/21/2016



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**APPOINTMENT OF SUCCESSOR
CO-TRUSTEES**

I, **MARK TINO**, Trustee under an Amended and Restated Trust Agreement dated the 21st day of July, 2004, as subsequently amended, having accepted appointment as successor Trustee upon the resignation of the initial Trustee on May 24, 2012, pursuant to Article X, hereby appoint my brother **FRANK TINO**, my nephew **RYAN ANTHONY TINO** and my son, **BRIAN ANTHONY TINO**, to serve jointly as successor co-trustees in the event of my death, removal, failure or inability to serve. In the event **FRANK TINO, RYAN ANTHONY TINO** or **BRIAN ANTHONY TINO** is unable or unwilling to serve as a co-trustee hereunder, the survivors shall serve as the co-trustees. In the event two of these individuals are unable or unwilling to serve as co-trustees, the survivor shall serve as sole trustee.

All other rights, responsibilities and duties of the trustees as defined in the Amended and Restated Trust Agreement shall remain in effect and shall apply to the successor co-trustees in the event they are called upon to serve in said capacity.

This the 6 day of June, 2012.
Mark Tino (SEAL)
MARK TINO, Trustee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

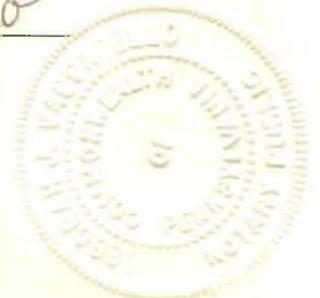
I, Deborah J. Vaccarello, a Notary Public for said County and State, do hereby certify that MARK TINO personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 6th day of June, 2012.

Deborah J. Vaccarello
Notary Public

My commission expires: Oct 8, 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah J. Vaccarello, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Oct. 8, 2013
Member, Pennsylvania Association of Notaries



Section E (continued) Supplemental Information

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

Water Information									
Typical water service(s) (i.e. 3/4", 1", etc.)					3/4"				
Number of services installed by developer (by service type)					130				
Year 1	26	Year 2	26	Year 3	26	Year 4	26	Year 5	26
Number of services requested (by service type)									
Year 1		Year 2		Year 3		Year 4		Year 5	
Typical irrigation meter size(s) to be installed (i.e. 3/4 ", 1", etc.)					N/A				
Number of Services Requested									
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

Sewer Information									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)					4"				
Number of services installed by developer (by service type)					130				
Year 1	26	Year 2	26	Year 3	26	Year 4	26	Year 5	26
Number of services requested (by service type)					130				
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

Section E (continued) Supplemental Information

Solid Waste Data

Number of Rollouts needed for Multi-Family Units					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

PLEASE SUBMIT ANY SKETCH PLANS OR PRELIMINARY PLATS THAT YOU MAY CURRENTLY HAVE FOR YOUR PROJECT.

City Contact Information

Planning and Neighborhood Development	704-920-5146
Water Resources Director	704-920-5343
Director of Electric Services	704-920-5301
Director of Engineering	704-920-5401
Solid Waste Manager	704-920-5351
Fire Chief	704-920-5536
Police Chief	704-920-5000
Transportation	704-920-5362
Legal	704-920-5114

Being located in Number 1 Township of Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38° 05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing and distance of N 33° 52' 46" W 201.70' to a computed point; 3) thence N 27° 12' 42" W 15.60' to a computed point; 4) thence N 27° 12' 42" W 128.28' to a computed point; 5) thence along a circular curve to the left having a radius of 904.13', an arch length of 140.52', and a chord bearing and distance of N 30° 45' 53" W 140.38' to a computed point; 6) thence N 34° 20' 30" W 11.21' to a computed point and being the southwestern corner of Rocky River Presbyterian Church (deed not found); thence leaving said centerline along the south line of Rocky River Presbyterian

8020 Tower Point Drive

Charlotte, NC 28227

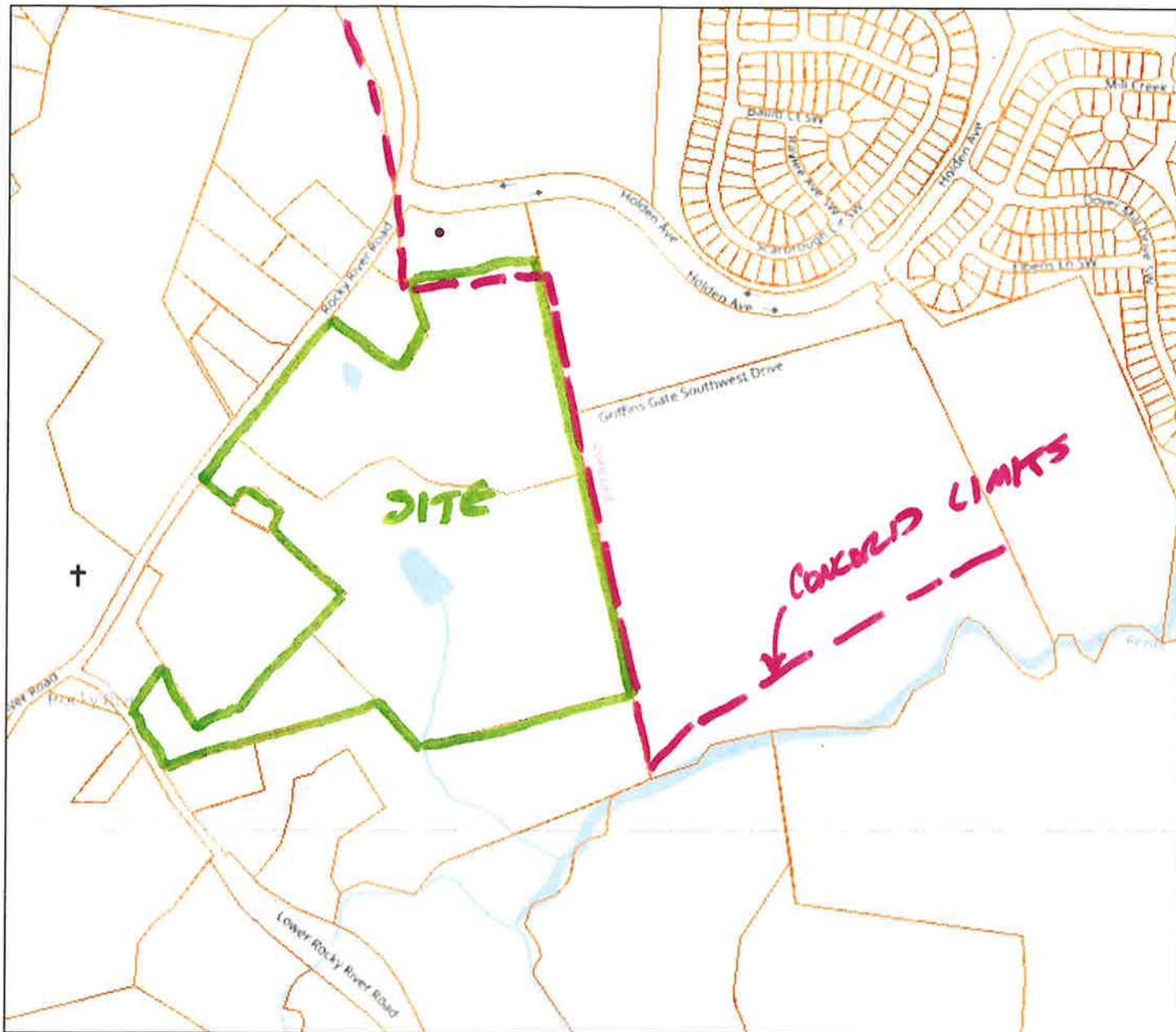
704.841.2588

Fax 704.841.2567

www.mckimcreed.com

Church N 47° 48' 10" E 243.63' to an found iron rod being the northeast corner of said Rocky River Presbyterian Church parcel and being on the west line of said Roberta Gail Ritchie Linker parcel; thence with the west line of said tract S 30° 43' 00" E 261.67' to a found iron rod at the southwest corner of said tract; thence along the south line of said Linker tract for the following two (2) calls: 1) thence N 66° 41' 13" E 186.34' to a found iron rod; 2) thence N 43° 29' 25" E 636.80' to a found iron rod being the northeast corner of said tract: thence with the northern line of said tract N 50° 23' 32" W 406.29' to a found iron rod at the southwest corner of Rocky River Presbyterian Church Cemetery (no deed found); thence with three (3) lines of said cemetery the following calls: 1) thence N 31° 05' 01" E 108.86' to a computed point; 2) thence N 47° 44' 53" W 165.00' to a computed point; 3) thence S 36° 48' 27" W 114.70' to a found iron rod being the southwest corner of said cemetery and on the north line of said Linker tract; thence with said north line N 61° 10' 27" W 208.36' to the place of BEGINNING. Said parcel contains 56.83 acres, more or less.

PIN 55274280380000

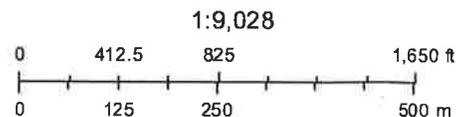


Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

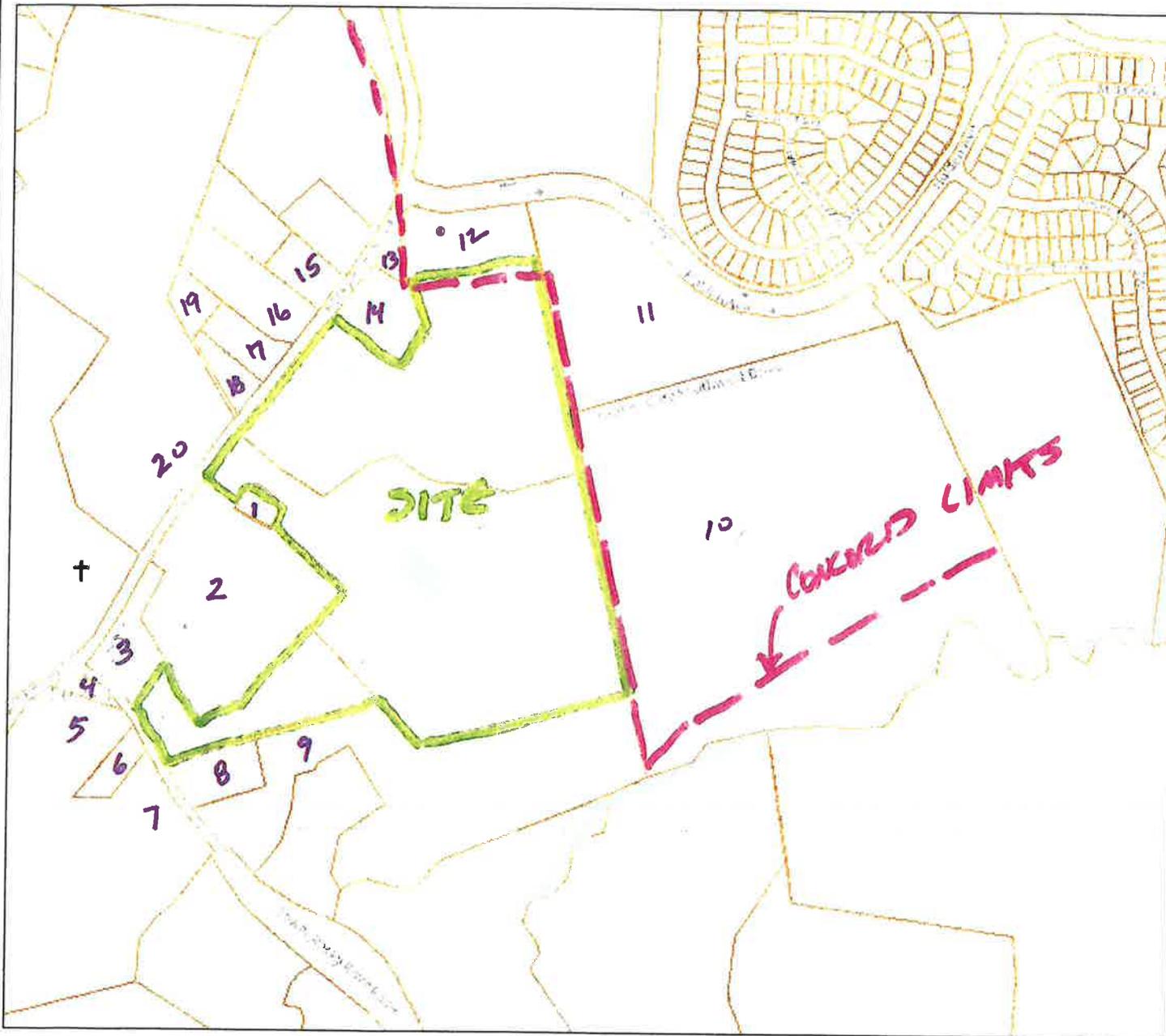
Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
Assessed Value Null
Market Value Null

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department
 Data Sources: Cabarrus County Land Records



ADJOINERS



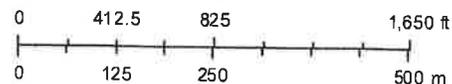
Property Real ID 01-019 -0002.26
Physical Address: 1002 HOLDEN AVE SW CONCORD NC 28025
Owner Name 1: MILLS VENTURES LLC
Owner Name 2:
Mailing Address: ATTN: R DEAN HARRELL 5615 POTTER RD
Mail City: MATTHEWS
Mail State: NC
Mail Zip: 28104

Parcel PIN 55274280380000
Land Units 3.189
Land Units Type AC
Land Value Null
Building Value Null
Assessed Value Null
Market Value Null

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Map Created By Cabarrus County IT Department
 Data Sources: Cabarrus County Land Records

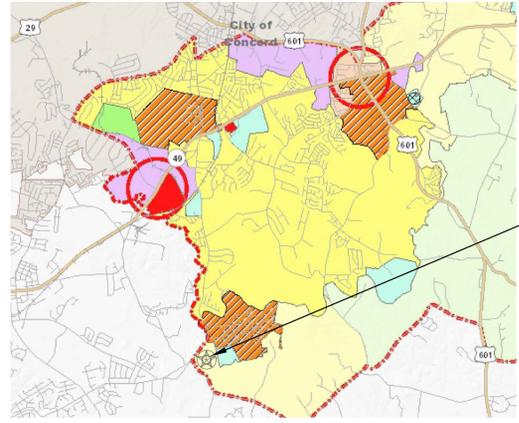
1:9,028



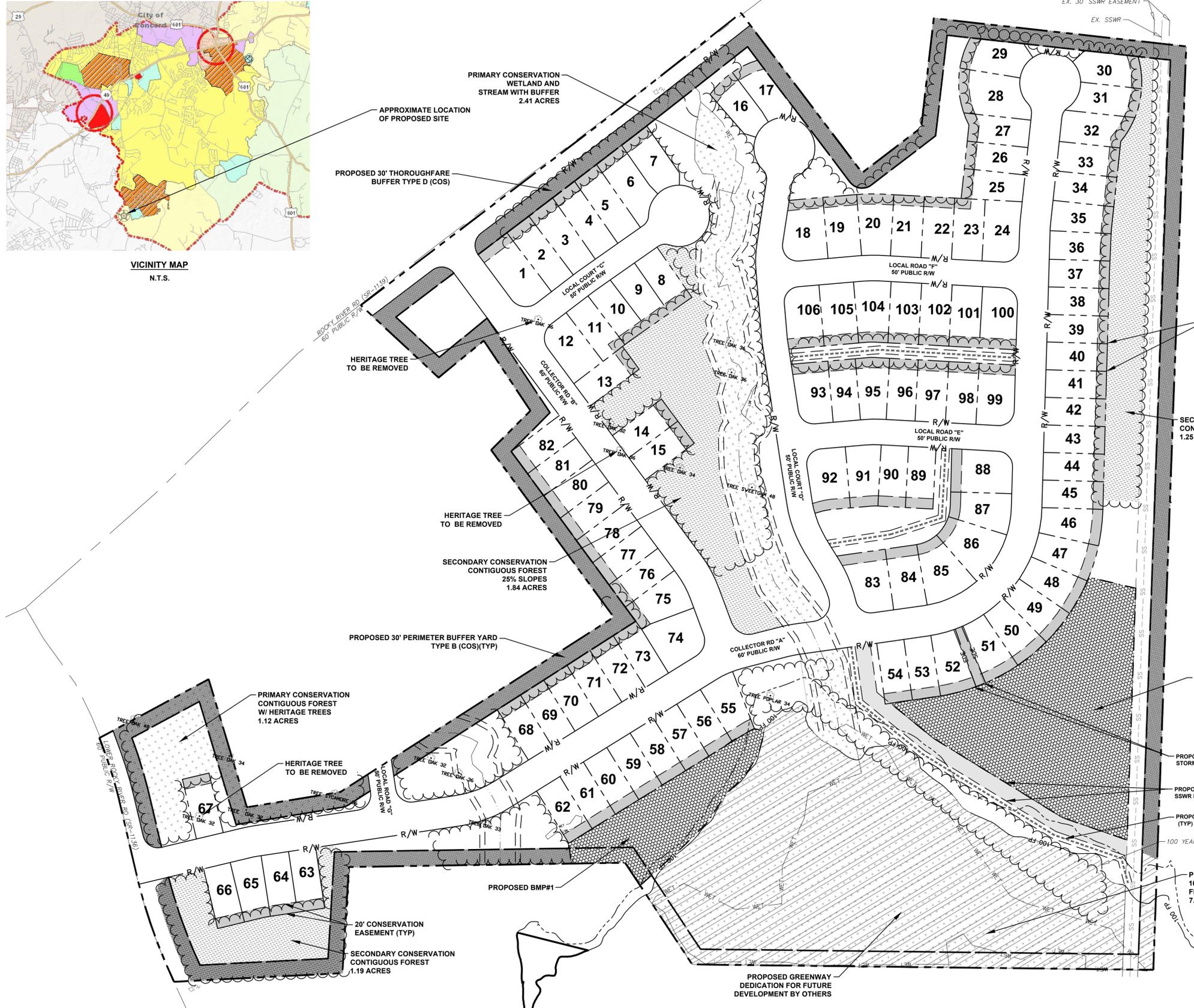
PIN 5527428030000

Property #:	Parcel/PIN #:	Account Name:	Physical Address:	Mailing Address:	City:
1	55273099670000	ROCKY RIVER PRESBYTERIAN CH	7791 ROCKY RIVER RD CONCORD NC 28025	7940 ROCKY RIVER ROAD	Concord, NC 28025
2	55273096120000	LINKER ROBERTA GAIL RITCHE	7811 ROCKY RIVER RD CONCORD NC 28025	7800 ROCKY RIVER RD	Concord, NC 28025
3	55272173400000	ROCKY RIVER PRESBYTERIAN CH	7859 PHARR MILL RD HARRISBURG NC 28025	7940 ROCKY RIVER ROAD	Concord, NC 28025
4	55273022240000	SECURITY OIL CO INC	7939 ROCKY RIVER RD CONCORD NC 28025	PO BOX 5028	Concord, NC 28025
5	55263904480000	LINKER ANDREW	1419 PEMBROOK RD HARRISBURG NC 28075	509 JOSLIN POINTE LN	Rock Hill, SC 29732
6	55263939520000	RICE SCOTT S; RICE LORRAINE L WF	8030 LOWER ROCKY RIVER RD CONCORD NC 28025	8030 LOWER ROCKY RIVER RD	Concord, NC 28025
7	55263904480000	LINKER ANDREW	1419 PEMBROOK RD HARRISBURG NC 28075	509 JOSLIN POINTE LN	Rock Hill, SC 29732
8	55263989130000	KELLY BRIAN J; KELLY ELAINE HILL WF	8063 LOWER ROCKY RIVER RD CONCORD NC 28025	8397 LOWER ROCKY RIVER RD	Concord, NC 28025
9	55264978140000	ELSWICK BRIC A; ELSWICK LAURIE A	8079 LOWER ROCKY RIVER RD CONCORD NC 28025	8121 LOWER ROCKY RIVER RD	Concord, NC 28025
10	55276018700000	CABARRUS COUNTY	7650 GRIFFIN'S GATE DR SW CONCORD NC 28025	PO BOX 707	Concord, NC 28026
11	55275157990000	GREEN STREET LAND CO LLC	There is no physical address associated with this property.	7140 WEDDINGTON RD NW STE 140	Concord, NC 28027
12	55274280380000	MILLS VENTURES LLC	1002 HOLDEN AVE SW CONCORD NC 28025	ATTN: R DEAN HARRELL 5615 POTTER RD	Mathews, NC 28104
13	55274159490000	MILLS VENTURES LLC	7601 ROCKY RIVER RD CONCORD NC 28025	ATTN: R DEAN HARRELL 5615 POTTER RD	Mathews, NC 28104
14	55274157060000	VANG MAO KHA; VANG DIA X	7627 ROCKY RIVER RD CONCORD NC 28025	7627 ROCKY RIVER RD	Concord, NC 28025
15	55274119530000	WAGONER DONALD E; WAGONER PAMELA B	7626 ROCKY RIVER RD CONCORD NC 28025	7626 ROCKY RIVER RD	Concord, NC 28025
16	55273199100000	FRADY LARRY EUGENE SR; FRADY CYNTHIA GAYE	7650 ROCKY RIVER RD CONCORD NC 28025	7650 ROCKY RIVER RD	Concord, NC 28025
17	55273196270000	EDWARDS RUSSELL; DRZEWUCKI AMANDA R	7690 ROCKY RIVER RD CONCORD NC 28025	7690 ROCKY RIVER RD	Concord, NC 28025
18	55273185540000	LINKER ROBERTA RITCHE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025
19	55273178100000	LINKER ROBERTA RITCHE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025
20	55273240380000	LINKER ROBERTA RITCHE	There is no physical address associated with this property.	7800 ROCKY RIVER RD	Concord, NC 28025

V:\Keith Rains\01-019-0002.26_Mills Ventures LLC.xlsx



VICINITY MAP
N.T.S.



PARCELS (PIN14):
55274164420000
55274064970000
55274011480000
55263989130000

PARCEL AREA: 456.83 ACRES
DUA: 1.87 UNITS/ACRE

CURRENT ZONING: CR (CABARRUS COUNTY)
PROPOSED ZONING: CS (CITY OF CONCORD)
-DESIGNED AS CONSERVATION SUBDIVISION

TOTAL UNITS: 106 UNITS
LOT SIZE: 54 x 120

SETBACKS:
FRONT: 24'
SIDE: 7'
REAR: 5'

TOTAL COS REQUIRED: 22.73 ACRES (40%)
TOTAL COS PROVIDED: 23.78 ACRES (41.8%)
BUFFER: 4.92 ACRES
DEDICATION: 6.95 ACRES
ALL OTHER: 11.91 ACRES

ROADS (ROLLING & LEVEL TERRAIN)
MINOR COLLECTOR (60'R/W): 2770 LIN.FT.
LOCAL RESIDENTIAL (50'R/W): 2468 LIN.FT.

TREE SAVE PROVIDED: 11.49 ACRES
HERITAGE TREES PRESERVED: 13 (81%)

CONSERVATION AREAS PROVIDED
PRIMARY CONSERVATION: 14.86 ACRES
SECONDARY CONSERVATION: 10.58 ACRES
4.28 ACRES

LOTS ADJACENT TO COS
REQUIRED: 85 (80%)
PROVIDED: 91 (86%)

EXISTING IMPERVIOUS -GIS ESTIMATED: ±16000 SF

GENERAL LEGEND

FEATURE	EXISTING	PROPOSED
PARCEL LINE (PROPOSED)		---
PROPERTY LINE (ADJOINING)	---	---
PROJECT BOUNDARY (SITE)		---
EASEMENT (OTHER)		---
EASEMENT (STORM DRAINAGE)	---	SDE
EASEMENT (SIDEWALK)		---
EASEMENT (SEWER)		---
EASEMENT (TEMP. CONSTRUCTION)		TCE TCE
RAIL ROAD		---
RIGHT-OF-WAY (ROAD)	R/W	R/W
BUFFER		---
BUILDING SETBACK		---
POND / WATER FEATURE		---
TOP OF BANK	---	---
BOTTOM OF BANK	---	---
MAJOR TOPO CONTOUR	---	---
MINOR TOPO CONTOUR	---	---
FENCE LINE	X	X
CREEK/STREAM	---	---
DITCH/SWALE	---	---
ROAD	---	---
TREE LINE	---	---
WETLAND BOUNDARY	WET	WET
OVERHEAD UTILITY	OU	---
SANITARY SEWER	SS	---
STORM	SD	---
UNDERGROUND GAS	GAS	---
UNDERGROUND TELEPHONE	UT	---
UNDERGROUND WATERLINE	W	---
SANITARY EASEMENT		---
TREE SAVE AREA		---
COMMON OPEN SPACE (COS)		---
CONSERVATION EASEMENT		---
PRIMARY CONSERVATION		---
SECONDARY CONSERVATION		---
BUFFER, PERIMETER AND THOROUGHFARE		---
FEMA 100-YR FLOOD ZONE		---
FEMA FLOODWAY		---
FEMA FINE LINE (Zone-X)		---

- NOTES:
- ALL AREAS DESIGNATED AS TREE SAVE, PRIMARY CONSERVATION OR SECONDARY CONSERVATION ARE TO REMAIN UNDISTURBED.
 - BMP AREAS ARE NOT UTILIZED IN COS CALCULATIONS.
 - GREENWAY DEDICATION FOR FUTURE DEVELOPMENT BY OTHERS.



REV. NO.	DESCRIPTIONS	DATE

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McKIM & CREED
8020 Tower Point Drive
Charlotte, North Carolina 28227
Phone: (704) 841-2588, Fax: (704) 841-2567
NC License# F-1222
www.mckimcreed.com

STANLEY MARTIN
HOMES

CITY OF CONCORD, NC
LOWER ROCKY RIVER ROAD
SKETCH PLAN
CONSERVATION AREAS

DATE: APRIL 2020
MCE PROJ. #: 07816-0001
DRAWN: DJJS
DESIGNED: DJJS
CHECKED: TMM
PROJ. MGR.: TMM

SCALE
HORIZONTAL: 1"=100'
VERTICAL: NA

3
DRAWING NUMBER
REVISION

STATUS: SKETCH PLAN
NOT FOR CONSTRUCTION

Subject Property Map

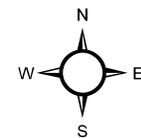
ANX-08-20

Keith Rains

NE Corner of the Rocky River Rd & Lower Rocky Road Intersection

PINs:

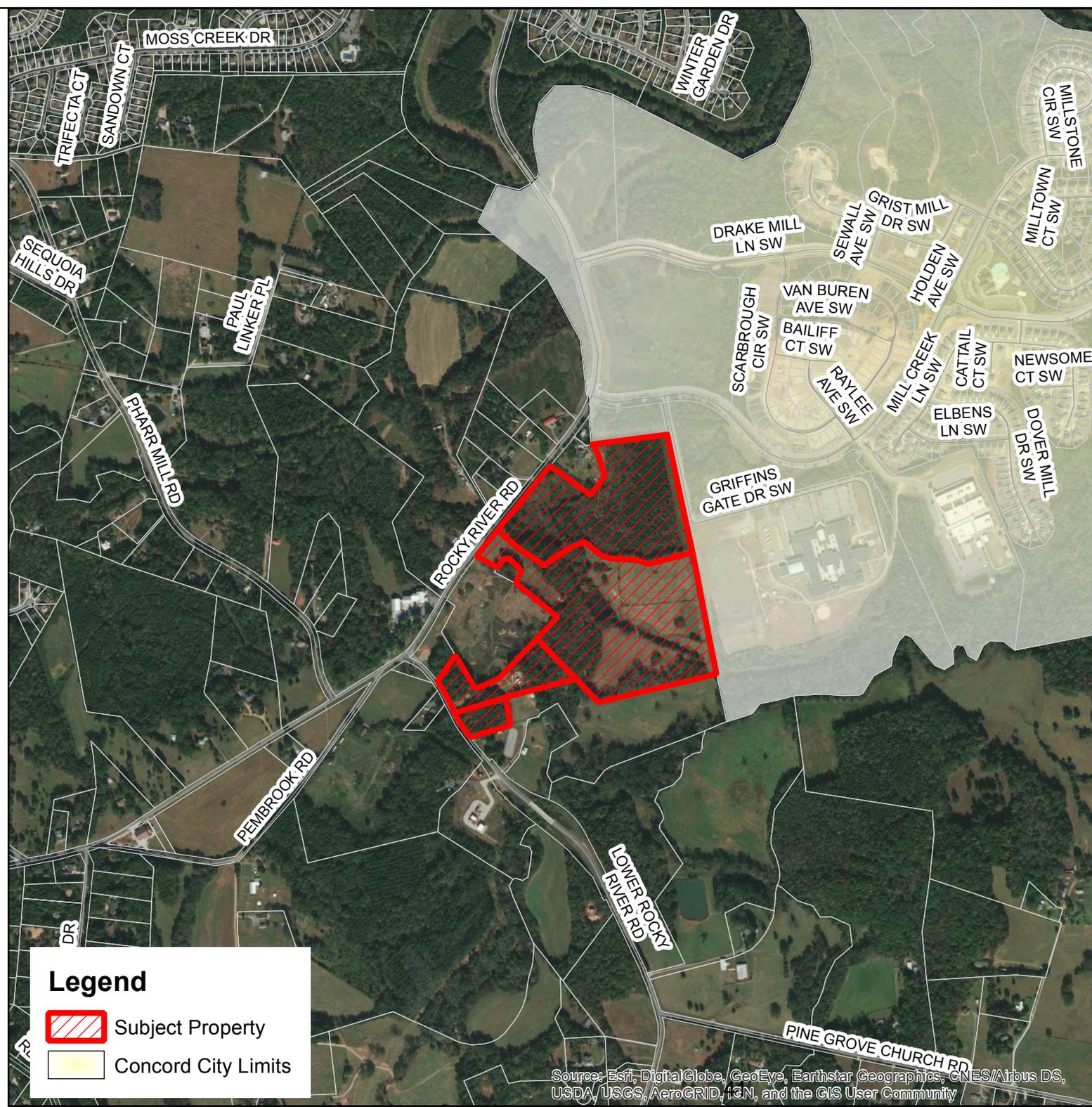
5527-41-6442,
5527-40-6497,
5527-40-1148,
5526-39-8913



Source: City of Concord
Planning Department

Disclaimer

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



Legend

-  Subject Property
-  Concord City Limits

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE PROPERTY LOCATED AT 7785
ROCKY RIVER ROAD, 8041 LOWER ROCKY ROAD, 8063 ROCKY RIVER
ROAD AND ADDITIONAL UNADDRESSED PARCELS

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Keith Rains, PE, McKim and Creed, on July 7, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held via an electronic digital media platform, on July 7, 2020 after due notice by The Independent Tribune on June 26, 2020; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-58.1;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 9th day of July 2020:

Being located in Number 1 Township of Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a point in the centerline of Rocky River Road having NC Grid Coordinates of N: 571,116.61, E: 1,523,716.96, said point being the northwestern corner of Roberta Gail Ritchie Linker as recorded in DB 11386 PG 198 and runs thence from the point of beginning along the center line of Rocky River Road the following three (3) calls: 1) thence N 38° 54' 42" E 325.60' to a computed point; 2) thence N 38° 54' 42" E 250.79' to a computed point; 3) thence N 37° 58' 41" E 364.66' to a computed point, said point being the southwestern corner of Nao Kha Vang and Dia X. Vang as recorded in DB 6489 PG 117; thence leaving said centerline along the south line of said Vang parcel S 51° 17' 41" E 393.08' to a computed point; thence along the east line of said Vang parcel the following two calls: 1) thence N 38° 40' 12" E 146.00' to a found iron rod; 2) thence N 07° 27' 30" W 215.37' to a computed point (passing a found iron rod at 214.77') and being the northwestern corner of Anne W. Tino as recorded in DB 7074 PG 164; thence along the north line of said Tino parcel N 82° 19' 08" E 499.31' to a found iron rod on the western line of Green Street Land Co. L.L.C. as recorded in DB 13394 PG 152; thence along said west line S 11° 58' 09" E 870.23' to a found iron rod being the northwestern corner of Cabarrus County as recorded in DB 3127 PG 55; thence along the west line of said Cabarrus County tract S 11° 58' 31" E 937.93' to a found iron rod on the east line of said Cabarrus County tract and being the northeastern corner of Bric A. Elswick and Laurie A. Elswick; thence along the north line of said Elswick tract the following five (5) calls: 1) thence S 76° 38' 37" W 906.31' to a found iron rod; 2) thence N 47° 35' 02" W 238.75' to a found iron rod; 3) thence S 75° 06' 12" W 542.95' to a found iron rod; 4) thence S 10° 31' 58" E 208.17' to a found iron rod; 5) S 73° 03' 23" W 331.43' to the centerline of Lower Rocky River Road (passing a found iron rod at 300.49') and being the northwestern corner of said Elswick tract; thence along the centerline of said Lower Rocky River Road the following six (6) calls: 1) thence N 38° 05' 33" W 2.60' to a computed point; 2) thence along a circular curve to the right having a radius of 1093.48', an arch length of 201.98', and a chord bearing and distance of N 33° 52' 46" W 201.70' to a computed point; 3) thence N 27° 12' 42" W 15.60' to a computed point; 4) thence N 27° 12' 42" W 128.28' to a computed point; 5) thence along a circular curve to the left having a radius of

904.13', an arch length of 140.52', and a chord bearing and distance of N 30° 45' 53" W 140.38' to a computed point; 6) thence N 34° 20' 30" W 11.21' to a computed point and being the southwestern corner of Rocky River Presbyterian Church (deed not found); thence leaving said centerline along the south line of Rocky River Presbyterian Church N 47° 48' 10" E 243.63' to an found iron rod being the northeast corner of said Rocky River Presbyterian Church parcel and being on the west line of said Roberta Gail Ritchie Linker parcel; thence with the west line of said tract S 30° 43' 00" E 261.67' to a found iron rod at the southwest corner of said tract; thence along the south line of said Linker tract for the following two (2) calls: 1) thence N 66° 41' 13" E 186.34' to a found iron rod; 2) thence N 43° 29' 25" E 636.80' to a found iron rod being the northeast corner of said tract: thence with the northern line of said tract N 50° 23' 32" W 406.29' to a found iron rod at the southwest corner of Rocky River Presbyterian Church Cemetery (no deed found); thence with three (3) lines of said cemetery the following calls: 1) thence N 31° 05' 01" E 108.86' to a computed point; 2) thence N 47° 44' 53" W 165.00' to a computed point; 3) thence S 36° 48' 27" W 114.70' to a found iron rod being the southwest corner of said cemetery and on the north line of said Linker tract; thence with said north line N 61° 10' 27" W 208.36' to the place of BEGINNING. Said parcel contains 56.83 acres, more or less.

SECTION 2. Upon and after the 9th day of July, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 9th day of July 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

SUMMARY OF RESOURCES & PROPOSED USES OF FUNDS

The City of Concord’s FY 2020 resource allocation will be utilized to address housing and community development needs through programs implemented by the City and its partners. The City of Concord will have **\$680,540** in Community Development Block Grant (CDBG) funds plus **\$2,000.00** in program income for a total of **\$680,540.00**.

COMMUNITY DEVELOPMENT BLOCK GRANT 2020-2021		
Source of Funding	Funding Level	Proposed Funding
FY 2020 Entitlement Grant	\$680,540.00	
Estimated Program Income FY 2020	2,000.00	
Total CDBG Funds Available	\$682,540.00	
PROPOSED USE OF FUNDS		
Clearance Activities		0.00
Acquisition		50,000.00
Artisans’ Village (Clearwater Artist Studios)		343,532.00
Emergency Repairs (with Program Income)		25,000.00
Substantial Rehab		43,000.00
Infrastructure		0.00
Public Services (CDBG Subrecipients)		38,500.00
Neighborhood Grant		6,000.00
National Registry Study – Logan Community		40,000.00
CDBG Program Administration (20% of grant)		136,508.00
CDBG ACTIVITY TOTAL		\$682,540.00

HOME INVESTMENTS PARTNERSHIP PROGRAM

The Cabarrus/Iredell/Rowan HOME Consortium has been awarded **\$1,304,995.00** in Home Investment Partnership funds. The total amount of funds available for FY 2021, including anticipated program income of **\$131,006.00** is **\$1,436,001.00**.

Each year the Consortium sets aside fifteen percent (15%) of HOME funds for specific activities to be undertaken by Community Housing Development Organizations (CHDOs). Of the **\$1,304,995.00** allocation, the Consortium plans to allocate **\$195,750.00** for CHDO HOME eligible activities.

HOME CONSORTIUM BUDGET 2020-2021		
Source of Funding	Funding Level	Proposed Funding
FY 2020 Entitlement Grant	\$1,304,995.00	
Estimated Program Income FY 2019	131,006.00	
Cash Match Contributions (Concord only)	0.00	
Total HOME Funds Available	\$1,436,001.00	
PROPOSED USE OF FUNDS		
Activities		
Acquisition		0.00
Down Payment Assistance		100,000.00
New Construction;		0.00
Single Family Housing		411,401.00
Owner-Occupied single-family rehab		534,101.00
Acquire/Rehab/Resell		260,000.00
Program Administration		130,499.00
HOME Activity Total		\$1,436,001.00

CITY OF CONCORD PROPOSED USE OF HOME FUNDS

The City will use their portion of the HOME allocation, along with program income and use the City's Affordable Housing allocation as local match funds, to carry out the following activities:

City of Concord HOME Budget 2020- 2021		
Source of Funding	Funding Level	Proposed Funding
FY 2020 Home Allocation	\$177,750.00	
Estimated Program Income (Transfer from Public	131,006.00	
Local Match	0.00	
HOME Program Administration	82,438.00	
Total Funds Available	\$391,194.00	
Proposed Use of Funds		
HOME Activities		
Down payment Assistance		\$50,000.00
Owner-Occupied Housing Rehab (Whole House)		58,740.00
Acquisition		0.00
New Construction – Single Family		200,016.00
Program Administration		82,438.00
Total HOME Activities		\$391,194.00

Cabarrus/Iredell/Rowan Consortium Consolidated Plan FY2020 – FY2024



City of Concord

Planning & Neighborhood Development Department

35 Cabarrus Avenue West
Concord, NC 28025

Prepared for the U.S. Department of Housing & Urban Development

Executive Summary

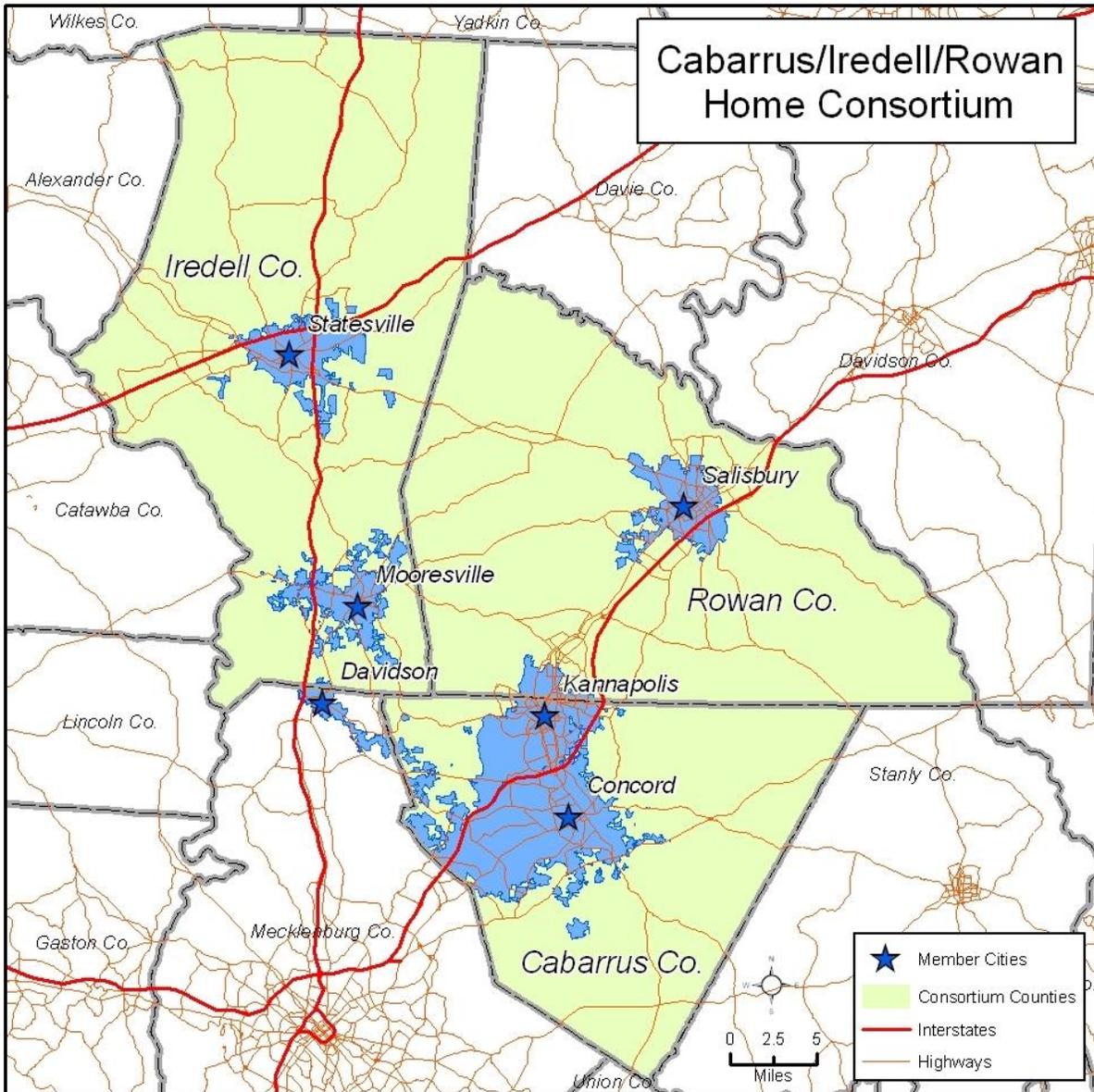
ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium must submit a consolidated plan every five years to illustrate to the U.S. Department of Housing and Urban Development (HUD) not only the housing and community development needs in the City of Concord and surrounding Consortium areas, but also a coordinated plan to meet those needs. The Consolidated Plan establishes a unified, coordinated vision for community development actions for the upcoming five years. Key elements of this consolidated plan are its emphasis on citizen participation and the collaborative nature of the process. The City of Concord uses the input from citizens and its community development partners to determine their housing and community development needs, to develop strategies for addressing those needs, and to undertake specific actions consistent with those strategies. In response to the needs identified through the citizen participation process, the strategic plan outlines the overall goals for addressing area housing and community development needs in the coming five years. The plan will identify how the City and HOME Consortium intend to use their Federal resources to address priority needs. As a prerequisite to funding, the City and the HOME Consortium must conduct a comprehensive assessment of its housing and community development needs every five years.

The specific resources to be discussed include the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program (HOME). Through the public participation and consultation process, the City and Consortium have to identify housing, homeless, community, and economic development needs and resources in their respective service areas. For each subsequent program year, the City has to develop and submit an *Annual Action Plan* to HUD, this document, therefore, also contains the consortium's first Annual Action Plan of the Five-Year Consolidated Plan that covers the period of July 1, 2020 through June 20, 2024.

This plan was developed using a comprehensive process as required by HUD to identify housing, homeless, community, and economic development needs and resources. In summary, the intent of the Consolidated Plan is to promote a comprehensive approach to local community economic development programming by requiring communities in the City of Concord and the HOME Consortium, to improve the process of developing *effective* community economic development strategies and by providing more *user-friendly* information to citizens and local groups on whether these priorities are being met.



2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Consolidated Plan proposes that over the next five years HOME and CDBG funds will be used to support efforts that address affordable housing, homelessness, and community services for special needs populations. To arrive at these priorities, citizens were asked to complete a Needs Assessment Survey and rate various scaled activities while identifying and prioritizing community needs.

See attached tables – Section NA-10 Housing Needs Assessment

3. Evaluation of past performance

Performance measurement is a program tool that can help housing and community development practitioners collect data, track progress, and report on program results in a way that speaks to the impact a specific program has on a community. Performance measurement is an organized process for gathering information to determine how well programs and activities are meeting the established needs and goals. There are three (3) primary components to the Outcome Performance Measurement System: They are (1) Objectives, (2) Outcomes, and (3) Indicators.

1) Objectives:

Performance Measurement offers three possible objectives for each activity. These objectives are based on the broad statutory purposes of the three (3) Community Planning and Development programs:

a. Creating Suitable Living Environments

This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. The activities are intended to address a wide range of issues faced by low to moderate-income persons, from physical problems with their environment, such as inferior infrastructure, to social issues such as crime prevention, literacy, or elderly health services.

b. Providing Decent Housing

This objective focuses on housing activities whose purpose is to meet individual family or community housing needs.

c. Creating Economic Opportunities

This applies to activities related to economic development, commercial revitalization or job creation.

2) Outcomes:

The second component of the system is outcomes, which are closely related to objectives. The program outcome helps further refine the objectives and is designed to capture the nature of the change or the expected result of the objective to achieve. The following are the three identifiers:

a. Availability/Accessibility

This applies to activities that make infrastructure, public services, public facilities, housing or shelter available or accessible to low to moderate-income people, including persons with disabilities.

b. Affordability

These are activities that provide affordability in a variety of ways to low to moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups or services such as transportation or day care.

c. Sustainability

This applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3) Indicators:

Once the program purpose (objective) has been established and intended result (outcome), the next step is to identify how to measure progress towards achieving the intended results.

4. Summary of citizen participation process and consultation process

The City of Concord as well the HOME Consortium continues to acknowledge the importance of citizen participation when developing activities for each upcoming year. There were revisions made in 2003 to the Citizen Participation Plan in an effort to increase public awareness. Despite the changes to the plan, the City will always seek out new avenues to increase the level of participation by the community. Furthermore, the City will seek guidance from HUD, other municipalities, and most importantly people from target communities.

In the past, the City has also encouraged participation in developing the Five (5) Year Consolidated Plan and the Annual Action Plan by making a copy of the plan assessable and available for community review at the Planning and Neighborhood Development Office, Public Library, and on the City Website.

The first virtual community meeting was held online from the City of Concord website May 3 to May 15, 2020. The general public, boards and commissions, non-profits, and other interested parties are asked to review plan drafts and submit comments from June 15 – June 26, 2020. In addition, to the two (2) virtual community meetings, public electronic surveys were open on the City website from March 1 to April 30 and a second was available June 15 to June 26. The last public hearing will be held on July 7th at City Hall at 6:00 PM. These meetings were held so the community would have input on the Plan.

5. Summary of public comment

The following comments and feedback identifying areas of citizen concerns were from the 1st and 2nd Virtual Community Meetings and surveys. The results are given in priority order:

- Affordable Housing: Building affordable housing for first time homebuyers with low to moderate incomes
- Affordable Housing: Building affordable rental housing opportunities for low to moderate households
- Affordable Housing: Low-interest loans and down payment assistance for first-time homebuyers with low to moderate incomes
- Affordable Housing: Need for budgeting and credit education
- Economic Development: Workforce development programs
- Economic Development: Projects that increase employment opportunities
- Economic Development: Low-interest business development loans to people with low to moderate incomes
- Neighborhood Revitalization: Providing assistance to neighborhoods for the development of plans and strategies to encourage development
- Neighborhood Revitalization: Repairing rental and owner housing stock
- Neighborhood Revitalization: Providing support and resources for neighborhood organizing and leadership development
- Neighborhood Revitalization: Incentives for investment in low to moderate income neighborhoods

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were valid, and staff made notes of each. Staff reviewed all comments after each meeting was over, and noted that all comments should be accepted.

7. Summary

The Consolidated Plan is designed to help the City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the: Community Development Block Grant (CDBG), and the HOME Investment Partnership (HOME). Key components of the Consolidated Plan include:

- **Consultation and Citizen Participation:** Allows the City and staff to both consult and collaborate with other public and private entities, non-profits, and other community stakeholders to align and coordinate community economic development programs with a range of other plans, programs and resources to achieve a greater impact in the neighborhoods, communities, and target service areas.
- **The Consolidated Plan.** The Five (5) Year Consolidated Plan describes the jurisdiction's community development priorities and multiyear goals based on a needs' assessment of

housing and community development, a strategic plan, and a market analysis of housing and economic market conditions and available resources.

- **The Annual Action Plan.** The Consolidated Plan is carried out through Annual Action Plans, which provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER).** In the CAPER, grantees report on projects, activities, accomplishments and progress toward Consolidated Plan goals in the prior year.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Concord	City of Concord
HOME Administrator	Concord	City of Concord

Table 1 – Responsible Agencies

Narrative

The Cabarrus/Iredell/ Rowan HOME Consortium was established in 1996 and is funded through the U.S. Department of Housing and Urban Development (HUD). The City of Concord, as the lead entity, is authorized to request, submit and receive HOME Investment Partnerships Program funding from the U.S. Department of Housing and Urban Development on behalf of the Consortium. The Consortium was formed for the purposes of cooperatively providing and promoting the development of safe, decent and affordable housing for low to moderate-income citizens living in six incorporated municipalities and three counties: Cabarrus, Iredell and Rowan counties and the cities/towns of Concord, Kannapolis, Mooresville, Salisbury and Statesville. There are also three Community Housing Development Organizations (CHDOs) that receive 15% of the annual HOME allocation. The CHDOs are located in Salisbury, Mooresville, and Kannapolis. HOME members engage in HOME eligible activities intended to respond to specific community needs. Eligible activities include acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; and down payment assistance to purchasers of HOME-assisted housing sponsored or developed with HOME funds. DPA and owner-occupied rehab are not HOME eligible activities for CHDOs.

In recent years, most member governments have experienced growth: growth that is expected to continue throughout the impending five years. With this growth, there will be an increase in the demand for quality, affordable housing opportunities to the citizens of these jurisdictions.

Consolidated Plan Public Contact Information

Pepper Bego

Federal Programs Coordinator

City of Concord, NC

35 Cabarrus Ave., West

Concord, NC, 28026

Office: 704-920-5133

Email: begop@concordnc.gov

Website: www.concordnc.gov

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Concord staff consulted with consortium members and other service providers to provide input on housing and other community development issues. The City of Concord ~~is~~ recognizes that partnerships, sharing resources, and coordinated efforts from service providers will become more important than ever before. Despite cuts in funding, the demand for assistance and services remain high in addressing the needs of the low to moderate community. The need for leveraging dollars and resources among partners and community stakeholders is the only solution in maintaining and possibly expanding services.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City works with other public and private agencies to identify and prioritize community needs, develop strategies, create action plans, identify key community resources, and promote the coordination/collaboration of those resources. Representatives from public and private agencies, as well as the private sector involved in assisted housing, health services, and social services participate in individual and group meetings to obtain information and provide input to the development of the Consolidated Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Piedmont Regional Continuum of Care (PRCoC), established in February 2005, consists of five counties: Cabarrus, Davidson, Rowan, Stanly and Union. The PRCoC is a collaborative effort among stakeholders to reduce and eliminate homelessness. The PRCoC assesses the housing needs and works collaboratively with HUD and the State of North Carolina, County, and City agencies to secure grants and request funding to develop affordable housing opportunities for the chronically homeless throughout the five-county area. The vision for the PRCC is to provide leadership and direction in the analysis of community needs and while developing solutions to attack the multi-faceted causes of homelessness. The objectives are to provide opportunities for residents to; gain access to nourishment, health care, education, employment, recreation, self-sufficiency, safe affordable housing and a good quality of life. Preventing homelessness throughout the community is one of the City’s priorities, as indicated in the Five-year Consolidated Plan. Although the City of Concord does not directly address homelessness, it supports and funds agencies that actively address the needs of the homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Cabarrus County, as well as Iredell and Rowan County, are part of the NC Balance of State Continuum of Care (Regional CoC) which is organized into Regional Committees. Each Regional Committee is represented by a Regional Lead, who organizes local meetings and sits on the Balance of State Steering Committee. The Regional Lead is the Piedmont Regional Continuum of Care (PRCoC). Applicants seeking ESG funds submit their request through the regional committee, which ranks them and makes recommendations. Carolina Homeless Information Network (CHIN) administers the local HMIS. Consultation occurs through periodic attendance at Community Link’s monthly meetings. Staff also periodically meets with representatives serving the homeless to discuss housing and service needs.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Concord
	Agency/Group/Organization Type	Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Concord Planning and Neighborhood Development Department staff consulted neighborhood and community stakeholders through public meetings, neighborhood meetings, and housing needs surveys
2	Agency/Group/Organization	Concord Housing Authority
	Agency/Group/Organization Type	Housing PHA Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Concord Public Housing Department was consulted through one-on-one meetings and phone conversations. The CPHD is a city department and have always been great partners in decent affordable housing. Over the next five (5) years this partnership will continue. The anticipated outcome will be the production of new affordable housing units.
3	Agency/Group/Organization	CENTRALINA COUNCIL OF GOVERNMENTS
	Agency/Group/Organization Type	Consultant
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

<p>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Centralina was consulted through the CONNECT Regional Meetings. A meeting with city staff and several Regional Stakeholders as well as a Western Economic Services consultant in attendance. After several discussions, stakeholder meetings, community surveys and public forums, the analysis of Impediments to Fair Housing Choice was developed</p>
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Identify any Agency Types not consulted and provide rationale for not consulting

All agencies were contacted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Piedmont Regional Continuum of Care	The Piedmont Regional Continuum of Care was consulted over the phone and by proxy. Staff consulted with Community Link that represented local the CoC and the 10-year project to end homelessness. The anticipated outcomes are an increase in beds for transitional and supportive housing.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Concord will work with the State and other local government agencies to ensure that the goals and objectives discussed in the Consolidated Plan are implemented in the most effective and efficient way possible. The planning and implementation of housing and community development strategies relies on formal and informal coordination among public and private entities.

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

COVID-19 forced the City and the Consortium to use a variety of methods to glean input from citizen participation. Staff created and sent out two housing needs surveys. We also conducted two virtual housing hearings where we presented PowerPoints and drafts on our website for the community to review and comment. Staff placed ads in the newspaper to advertise the virtual public hearings for the community to provide responses to the plan. Input from citizens was used to develop priorities in the area of Affordable Housing, Homeless, Suitable Living Environment, Special Needs Housing, Public Services, Public Facilities and Improvements, and Special Populations.

Responses gleaned from the survey, the meetings, and hearings provided input and identified community needs for a consolidated plan.

Citizen Participation Outreach

(Tables below)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Virtual Public Meeting	LMI neighborhoods		<ol style="list-style-type: none"> 1. Affordable housing for first time home-buyers. 2. Building affordable rental housing opportunities. 3. Low-interest loans and down payment assistance. 4. Need for budgeting and credit education. 5. Workforce development programs. 6. Projects that increase employment opportunities. 7. Providing assistance to neighborhoods for the development of plans and strategies to encourage developments. 	N/A	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Concord as well as the HOME Consortium have experienced growth in population and median income since the last plan. The positive growth provided a mixture of housing opportunities, but the lower wealth households continue to experience a lack of affordable housing opportunities. Low to Moderate Income household median Incomes have not kept pace with the rise in housing costs thus resulting in a lack of affordable housing for the lower wealth community.

Rental property stock in the geographic area covered by the Consortium largely consists of small apartment complexes and single-family rental homes. The housing construction boom in recent years primarily consisted of single-family homes for owner occupancy. In fact, in Concord there were no apartment complexes that catered to the LMI community built between 2015 and 2020.

A large percentage of extremely low-income individuals and low-income households in the City of Concord and Consortium area experience one (1) or more housing problems. The lack of good affordable housing options caused many low-income households to pay more than 30% of their monthly household income for housing resulting in many of those households to be cost burdened.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2013	Most Recent Year: 2018	% Change
Population	490, 097	531,039	9%
Households	176,481	195,885	9%
Median Income	\$48,458	\$58,351	8%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2010 Census (Base Year), 2018 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	17,510	17,954	26,590	15,690	84,385
Small Family Households	6,290	5,410	10,065	6,559	50,585
Large Family Households	1,360	1,030	2,680	1,724	6,900

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person 62-74 years of age	2,762	4,004	5,577	3,329	14,063
Household contains at least one-person age 75 or older	2,423	4,068	3,707	1,495	4,760
Households with one or more children 6 years old or younger	3,840	2,652	5,435	2,908	11,822

Table 6 - Total Households Table

Data 2014-2018 CHAS
Source:

Housing Needs Summary Tables

1. Housing Problems #1 (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	239	4	160	25	428	60	135	45	50	290
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	63	110	135	140	448	0	55	65	65	185
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	395	160	444	145	1,144	169	127	385	145	826

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 50% of income (and none of the above problems)	5,960	2,628	434	20	9,042	3,570	3,140	2,164	773	9,647
Housing cost burden greater than 30% of income (and none of the above problems)	945	2,795	3,280	608	7,628	1,004	2,449	4,854	2,693	11,000
Zero/negative Income (and none of the above problems)	1,385	0	0	0	1,385	809	0	0	0	809

Table 7 – Housing Problems Table

Data 2014-2018 CHAS
Source:

2. Housing Problems #2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	6,670	2,913	1,174	330	11,087	3,790	3,464	2,634	1,029	10,917
Having none of four housing problems	2,414	4,460	8,719	3,993	19,586	2,464	7,124	14,035	10,360	33,983

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Household has negative income, but none of the other housing problems	1,385	0	0	0	1,385	809	0	0	0	809

Table 8 – Housing Problems 2

Data 2014-2018 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	3,324	2,125	1,939	7,388	1,363	1,984	2,973	6,320
Large Related	728	375	203	1,306	404	438	913	1,755
Elderly	1,185	948	399	2,532	1,877	2,213	1,967	6,057
Other	2,178	2,139	1,324	5,641	1,067	1,184	1,307	3,558
Total need by income	7,415	5,587	3,865	16,867	4,711	5,819	7,160	17,690

Table 9 – Cost Burden > 30%

Data 2014-2018 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	3,084	895	165	4,144	1,174	1,145	983	3,302
Large Related	604	135	0	739	390	183	144	717
Elderly	735	453	100	1,288	1,130	1,019	540	2,689
Other	1,904	1,170	174	3,248	978	854	492	2,324
Total need by income	6,327	2,653	439	9,419	3,672	3,201	2,159	9,032

Table 10 – Cost Burden > 50%

Data 2014-2018 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	339	205	394	210	1,148	139	122	315	140	716
Multiple, unrelated family households	103	30	175	75	383	30	60	130	70	290
Other, non-family households	50	30	15	0	95	0	0	0	0	0
Total need by income	492	265	584	285	1,626	169	182	445	210	1,006

Table 11 – Crowding Information - 1/2

Data 2014-2018 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

Data not available

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Data not available

What are the most common housing problems?

The most common housing problems are households with housing cost greater than 30% of their monthly gross income. The rising cost of housing have burdened many low-income families. A lack of affordable rental and ownership housing is a significant hardship for low-income households that

prevent them from meeting other basic needs, such as nutrition and healthcare, having reserves, or saving for the future.

Are any populations/household types more affected than others by these problems?

The data in the tables above do show that there are a couple of target population/ household types that are more affected by the housing problems. The data illustrates that the degree of housing problems increases as household income decreases. Extremely low-income households are more than twice as likely to have housing problems than low income households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Many low to moderate-income individuals and families with children, who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered, include those whom are under-employed working in a service-based industry; and those that lack education and employment to support themselves and their children. Formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of their assistance are in need of living wage employment, job training, affordable childcare, financial literacy intervention, and education regarding budgeting/finances. Without these needs being addressed, they will find themselves back in the same situation.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The operational definition that the City of Concord as well as the HOME Consortiums use for the "at-risk" population is: Anyone living at 50% or below of median income could be considered "at risk". This is also a standard benchmark for other HUD housing assistance programs.

The amount of people living in the City of Concord as well as the Charlotte, NC MSA considered "at risk" can be generated by looking at the 2014 – 2018 ACS data. For a single individual in Charlotte, NC MSA – 50% AMI is equal to \$29,250 and for a family of four (4) 50% AMI is equal to \$41,750.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The housing side of the instability of occupancy relates to availability of living wage jobs, education, cost of healthcare, and affordability of the unit. The particular housing characteristics that have been linked with instability and an increased risk of homelessness include, but are not limited to: affordability of rent, utilities costs, and rent-to-income ratios. Other factors include transportation barriers; landlords; poor credit history; legal issues/evictions; financial literacy, and lack of or misinformation about housing.

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionate greater need exists when the members of a racial or ethnic group at an income level experience housing problem at a greater rate (10 percent or more) than the income level as a whole. Based on this definition, White households across all median income levels experience housing problems at a disproportionately greater percentage than other racial or ethnic groups. However, Black/African American households also experience needs above 10 percentage points. These groups will require housing assistance.

A large percentage of very low and low-income households in the City of Concord experience one (1) or more housing problems. The U.S. Department of Housing and Urban Development define housing problems as (1) Lack of complete kitchen facilities, (2) Lack of complete plumbing facilities, (3) More than one (1) person per room, and (4) Cost burden greater than 30%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,420	2,913	2,189
White	7,679	2,047	1,264
Black / African American	3,140	670	685
Asian	150	15	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	1,259	95	240

Table 13 - Disproportionally Greater Need 0 - 30% AMI – Data Source: 2014-2018 CHAS

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	11,650	6,309	0
White	7,780	5,040	0
Black / African American	2,539	754	0
Asian	70	10	0
American Indian, Alaska Native	39	14	0
Pacific Islander	20	0	0
Hispanic	1,119	440	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2014-2018 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	11,985	14,620	0
White	7,630	11,325	0
Black / African American	2,799	1,974	0
Asian	230	90	0
American Indian, Alaska Native	10	35	0
Pacific Islander	0	0	0
Hispanic	1,148	1,090	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2014-2018 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

80%-100% of Area Median Income

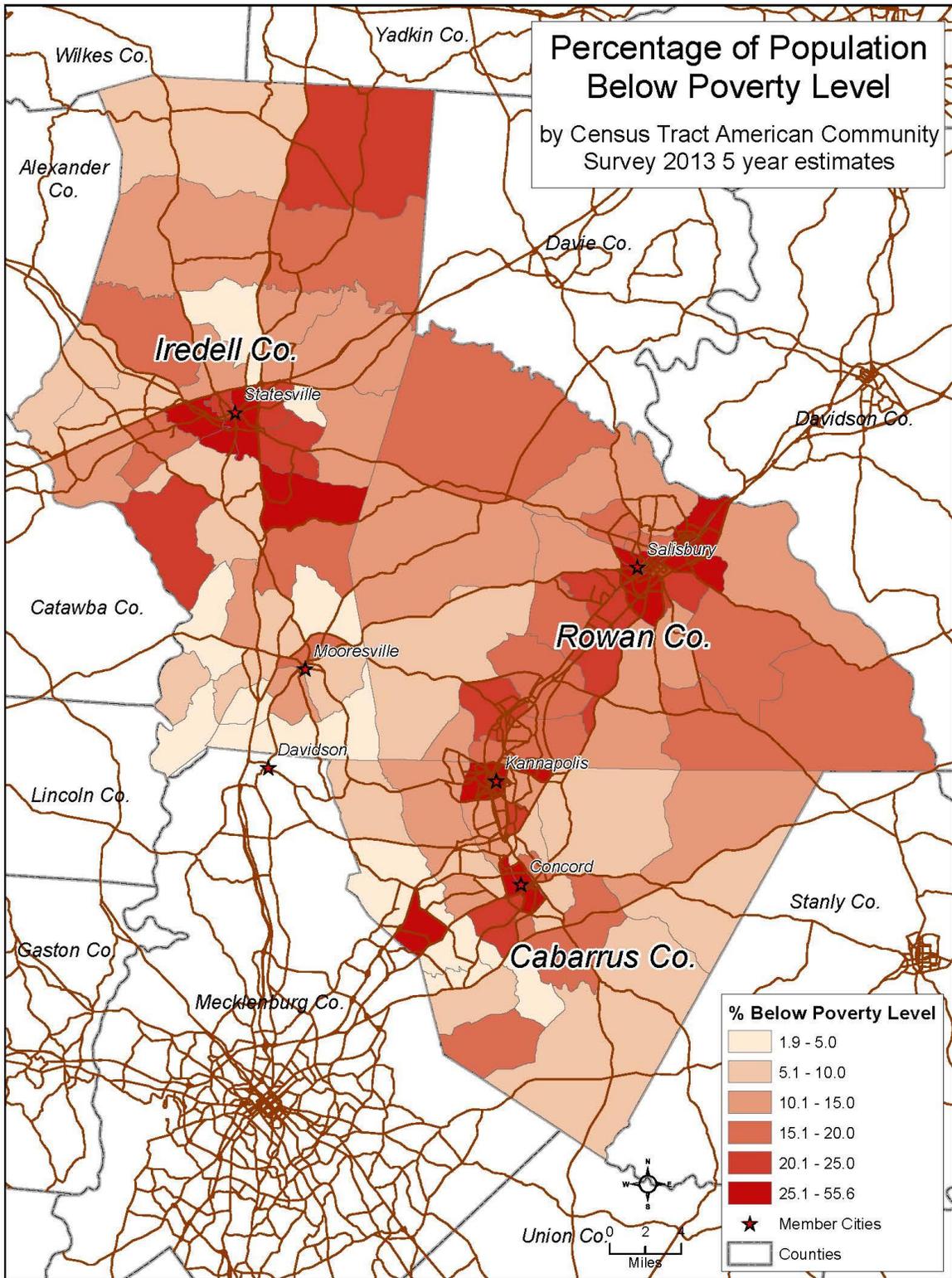
Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,649	11,050	0
White	3,559	8,845	0
Black / African American	679	1,239	0
Asian	85	149	0
American Indian, Alaska Native	40	44	0
Pacific Islander	0	0	0
Hispanic	215	654	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2014-2018 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%



NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionate greater need exists when the members of a racial or ethnic group at an income level experience housing problem at a greater rate (10 percent or more) than the income level as a whole. Based on this definition, with the exception of households earning between 30% and 50% of AMI, both White and Black/African American households across all median income levels experience severe housing problems at a similar disproportionate rate when compared to other groups. However, White households earning between 30% and 50% AMI experience severe housing problems at disproportionately greater rate than all other groups in this category. These groups will require housing assistance to address their severe housing problems.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	10,460	4,895	2,189
White	6,284	3,475	1,264
Black / African American	2,745	1,065	685
Asian	150	15	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	1,159	195	240

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2014-2018 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,389	11,589	0
White	4,230	8,610	0
Black / African American	1,449	1,834	0
Asian	25	60	0
American Indian, Alaska Native	35	18	0
Pacific Islander	0	20	0
Hispanic	559	1,000	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2014-2018 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,829	22,765	0
White	2,144	16,810	0
Black / African American	830	3,945	0
Asian	180	140	0
American Indian, Alaska Native	10	35	0
Pacific Islander	0	0	0
Hispanic	644	1,610	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2014-2018 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,360	14,340	0
White	974	11,430	0
Black / African American	130	1,803	0
Asian	20	214	0
American Indian, Alaska Native	0	84	0
Pacific Islander	0	0	0
Hispanic	185	679	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2014-2018 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionate greater need exists when the members of a racial or ethnic group at an income level experience housing problem at a greater rate (10 percent or more) than the income level as a whole.

Based on this definition, White households across all median income levels experience housing cost burdens at a disproportionately greater percentage than other racial or ethnic groups. However, Black/African American households also experience needs above 10 percentage points.

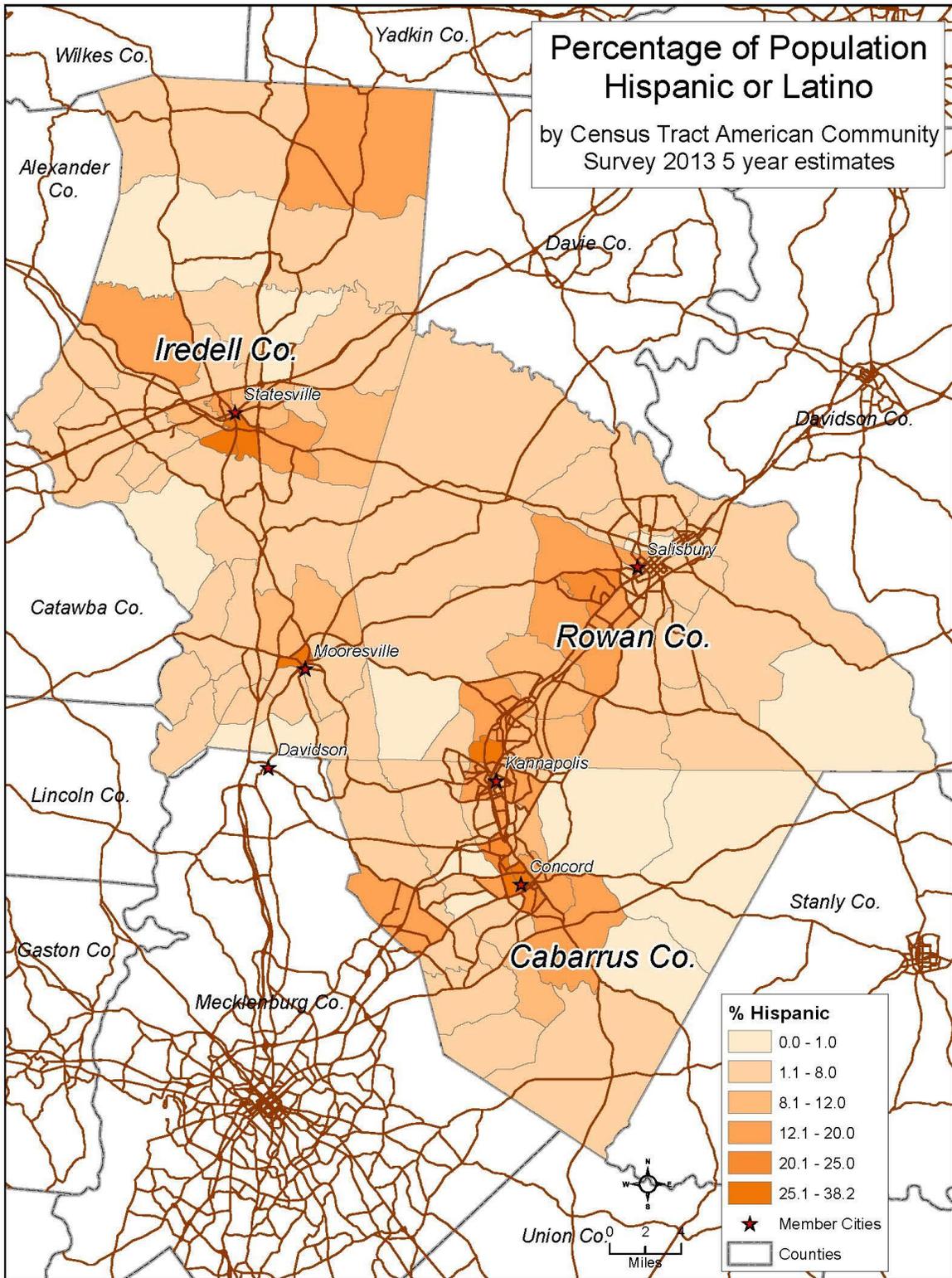
With the expected growth of the Hispanic population and the known disproportionate needs of the population; the City of Concord must plan for this issue appropriately. These groups may need rental assistance to afford housing.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	36,732	19,386	19,322	2,274
White	94,870	18,475	13,625	1,358
Black / African American	11,487	4,868	4,798	685
Asian	1,185	440	215	0
American Indian, Alaska Native	296	54	35	0
Pacific Islander	0	20	0	0
Hispanic	5,318	1,535	1,518	240

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2014-2018 CHAS
Source:



NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Income categories in which a racial or ethnic group has disproportionately greater need?

The Hispanic population showed a disproportionately greater need in both housing problems and severe housing problem throughout the 0% - 80% AMI range. Meanwhile, the other groups did show a great need within the same range, but not at the same rate. It was clear after conducting the calculations from the 2013-2018 CHAS data, that the Hispanic population shows the greatest need.

If they have needs not identified above, what are those needs?

The Hispanic population has many of the same needs that all other individuals and families who are low income face. Everyone within the low-moderate income ranges face the same barriers to affordable housing

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The 2018 ACS data shows that the vast majority of the Hispanic population in Concord and the HOME Consortium Service lives in areas/neighborhoods that are identified as low to moderate neighborhoods.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

Families below 30% of the Area Median Income are typically those served by public housing. The Concord Housing Department Housing Authority owns and operates **174** units of public housing. The CHD receives federal funds annually. These funds have been cut over the past five (5) years. These funds are used for programming, administration, modernization, and repairs. The next five (5) years may trend the same way. If this is the case, many of the families and individuals on the waiting list may never have the opportunity to benefit from CHD services.

The Concord Housing Department is currently at **100 %** of Fair Market Rent with their Section 8 vouchers. This is a strategic move on the part of the Concord Housing Department staff - by doing so, the vouchers are able to extend to more families.

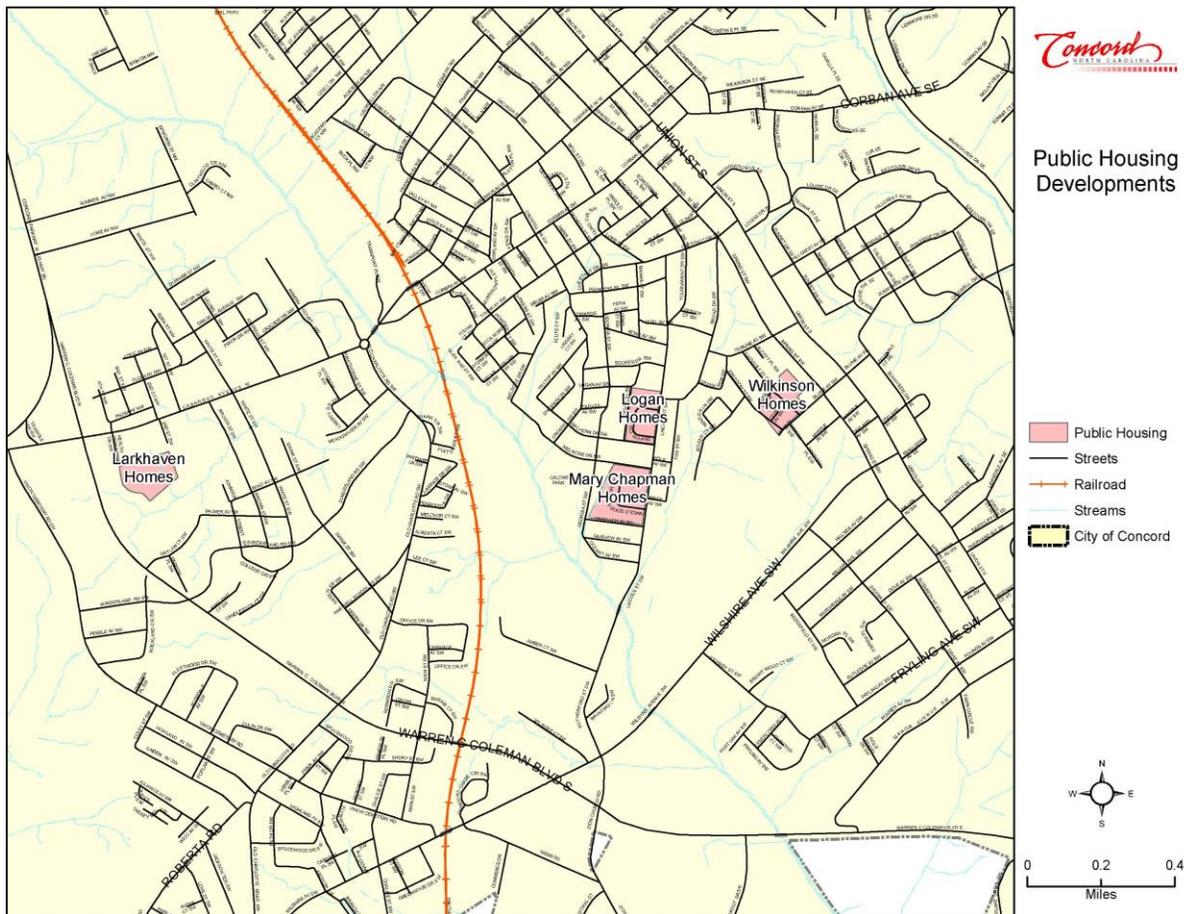
Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	152	565	38	527	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)



Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	6,234	11,722	12,008	11,702	0	0
Average length of stay	0	0	6	6	0	6	0	0
Average Household size	0	0	2	2	1	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	25	102	38	64	0	0
# of Disabled Families	0	0	16	93	0	93	0	0
# of Families requesting accessibility features	0	0	152	565	38	527	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type - Data Source: PIC (PIH Information Center)

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	9	61	0	61	0	0	0
Black/African American	0	0	142	504	38	466	0	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	1	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Race of Public Housing Residents by Program Type - Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	2	7	0	7	0	0	0
Not Hispanic	0	0	150	558	38	520	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 25 – Ethnicity of Public Housing Residents by Program Type – Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Many of those families and individuals discussed in the disproportionate needs section are the same people that are describe in this section. Families and individuals that are 0% - 30% primarily reside in public housing, and if they do not - many of them are on the waiting list. Concord Housing Department reports a public housing waiting list of six hundred seventy-two (672) families at or below the 30% AMI range. There is an annual turnover of about 15%.

There are a range of needs for families in public housing. Many of these needs are addressed through programs that CHD already has in place. These are programs such as the Pathways to Self-Sufficiency, Neighborhood Networks, and Home Ownership Classes.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

The Concord Housing Department reports a public housing waiting list of over **six hundred seventy-two (672)** families at or below 30% of Area Median Income for Section 8 assistance. The annual turnover rate is over 15%.

There are a range of needs for families in public housing. Many of these needs are addressed through programs that CHD already has in place. These are programs such as the Pathways to Self-Sufficiency, Neighborhood Networks, and Home Ownership Classes

How do these needs compare to the housing needs of the population at large?

The majority of Concord/Consortium’s population does not have to deal with the housing problems that the low-moderate income individuals and families do. The four (4) housing problems are mostly affecting low income households. The 80% and above AMI may have to deal with these issues on a small scale, but data shows that there is a direct correlation between annual income and housing conditions.

The City of Concord staff as well as Consortium Members will continue to promote education programs, job creation programs, and job training programs. These types of programs have the ability to help individuals and families increase their annual income.

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

The 2018 Balance of State Point-in-Time Count reported that there's one hundred fifty (150) homeless persons in Cabarrus County, one hundred sixty-four (164) in Iredell County, and one hundred fifty-four (154) in Rowan County for a total of four hundred sixty-eight (468) are in the HOME consortium service area.

The City of Concord has been a partner in the homeless strategic planning process. As a financial supporter of Cooperative Christian Ministry's (CCM) Plan to End Chronic Homelessness in Cabarrus County – there are two (2) main goals that we intend to partner in.

- Assist in providing community-based services and support to prevent homelessness prior to it happening, and mitigate the reoccurrences of homelessness.
- Assist in the creation of short-term housing options and supportive housing for those who are chronically homeless or at risk of becoming homeless.

Many persons or families threatened with homelessness lack problem-solving skills or management abilities. The primary factor that causes homelessness is the loss of employment. Programs and training are often needed to provide the client(s) with the skills they need to maintain a stable home. Cooperative Christian Ministries, City of Concord Public Housing, The Salvation Army, Opportunity House, CVAN and Prosperity Unlimited offer programs and training in life skills, budgeting, childcare, and many other areas to help clients learn the skills needed for independence.

As part of the strategic plan, the City has supported CCM's efforts in the development of programs that provide expanded services to homeless. The City of Concord will continue to support these programs with up to 15% of our CDBG budget to fund Public Service agencies – of which CCM, The Salvation Army, Opportunity House and Prosperity Unlimited are included.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that person's experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

No data available

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The Point-in-Time Survey was conducted over a six (6) year period. There were an estimated six hundred (600) individuals that were experiencing homelessness over that time within the HOME Consortium jurisdiction. On average that means about one hundred (100) homeless individuals per year

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The vast majority of homeless families and individuals are "Not Hispanic", according to the Point-in-Time Survey conducted. CCM reports that the majority of homeless families and individuals are White (approximately 47 percent) and Black (approximately 44 percent). Percentages for Asian, Hispanic, and Multi-racial are in the single digits

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Accurately capturing data on the nature and extent of homeless persons is challenging. However, data from the Annual Point-in-Time count provides a snapshot of the extent of homelessness in our community. The Point-in-Time Survey data shows that the vast majority of homeless are sheltered within many local public service organizations i.e. Salvation Army and CCM.

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

This section describes the specific housing and supportive service needs of certain population groups that are not homeless. In an effort to identify non-homeless special needs, staff utilized a survey approach. A Needs Assessment Survey was distributed during community meetings, distributed to non-profit organizations and it was also made available online. The goal of the survey was to identify priorities in the areas of affordable housing, homelessness, suitable living environment, special needs housing, and special populations. Although there are a number of agencies and groups that provide services designed to improve the quality of life for special needs populations, it is difficult to produce precise numbers.

Describe the characteristics of special needs populations in your community:

According to Needs Assessment Survey, characteristics of the special needs' population in order of priority with the top three receiving priority for funding consideration; *neglected/abused children, elderly persons, veterans*, victims of domestic violence; persons with disabilities; at-risk youth, homeless persons, persons with HIV/AIDs, and ex-offenders.

What are the housing and supportive service needs of these populations and how are these needs determined?

Based on the results of the Needs Assessment Survey the housing and supportive service needs of these populations are:

- Tenant-Based Rental Assistance;
- Access to quality public services such as transportation, senior activities, youth activities, child care services, health services, legal services, anti-crime programs and job training;
- Supportive housing for the elderly, disabled veterans, disabled persons, and victims of domestic violence; and
- Supportive services for neglected/abuse children, elderly persons and veterans.

The City of Concord will not differentiate between the already homeless and those individuals and families who are on the brink of becoming homeless. The City will provide resources and funding to both the Salvation Army and CCM to assist both types of the aforementioned cases. The City agrees that both transitional housing and supportive housing has the ability to assist with breaking down the barriers to affordable housing.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Although specific data is not available on the characteristics of the HIV/AIDS population for the HOME Consortium service area, according to the 2017 North Carolina HIV/STD Surveillance Report, of the HIV disease cases diagnosed in 2017, within the state, African American's represented 64.8 percent of all cases with a rate of 45.5 per 100,000 adult/adolescent population. The highest rate (78.0 per 100,000) was among adult/adolescent African American males.

According to the Cabarrus Health Alliance staff, there are currently no supportive housing and only limited special needs services in Cabarrus County solely for persons with HIV and/or AIDS; however, they do work with various agencies/groups that provide limited supportive services such as medical assistance and medications. The Alliance provides some rental assistance as well. The Cabarrus Health Alliance does not differentiate the supportive housing needs of persons with HIV/AIDS from other types of disabilities; however, the supportive housing needs are the same as other persons with disabilities that are on fixed incomes.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The US Housing and Urban Development Department list examples of public facilities as senior, handicapped, youth, or neighborhood centers, shelters for the homeless, and child care centers. The City of Concord as well as the HOME Consortium Service Area has several centers around the community that cater to a wide array of demographics.

Public facilities serve the community in many different capacities. These facilities are necessary to support and maintain the high quality and standards of social, physical and economic health, safety, comfort, and general well-being. ClearWater Arts Center and Studios is a community development project utilizing CDBG funds to enable inspiration, creative expression and community connections through providing access to top-notch artists, their teaching and their works; as well as affordable space for working artists to build their practice and community, and for the community to hold private or public events and to gather. The City's Recreation and Parks Department also enhances the quality of life for residents by managing park systems, greenways, and public grounds in a manner that provides residents with safe, clean, and attractive indoor facilities and outdoor spaces. Collaboration between the Planning and Neighborhood Development and departments such as Parks and Recreation evaluate opportunities to leverage CDBG funds to meet the needs of low-income areas.

How were these needs determined?

These needs were suggested at both public meetings as well as the Needs Survey for the Consolidated Plan.

Describe the jurisdiction's need for Public Improvements:

Describe the jurisdiction's need for Public Improvements:

The City of Concord continually evaluates the need for public improvements. These provide benefits to communities as a whole, rather than very specific individuals and families. When public improvement needs exist in low-to moderate income areas, the City takes the opportunity to collaborate and partner with City departments. The partnership allows us to explore CDBG funding leverage opportunities. The City of Concord has and will continue to provide Infrastructure improvements. These include street, sidewalk, water, sewer, flood, and drainage improvements.

The primary criterion for investment in infrastructure should be a positive social net benefit/cost ratio. That is, the overall equation between net benefits and costs for the community as a whole – subject to there being budgetary scope to fund the servicing costs of the public component of the investment.

How were these needs determined?

These needs were suggested at both public meetings as well as the Needs Survey for the Consolidated Plan.

Describe the jurisdiction's need for Public Services:

The City of Concord has a need for a variety of public services and strives to meet these needs by providing allocation of general funds, and up to 15 percent of CDBG funds, to non-profit organizations. The public service category is an extremely valuable tool that every Planning and Neighborhood

Development Department should capitalize on. Non-profits can be a great resource for getting programs out in the community. Public service activities include housing referral and counseling services, personal budget classes, homeownership counseling, food distribution (food bank services), health education, or workforce development. Based on the results of the Needs Survey, citizens indicated that public services were a priority in enhancing the quality of life. These needs include but are not limited to: transportation, senior activities, youth activities, child care services, health services, legal services, anti-crime programs and job training. Feedback received during the community input meetings also highlighted the need for financial literacy training. The entire city and the target areas can benefit from the services that non-profits provide. Each year, the City allows non-profit organizations to competitively apply for funding. Applications are reviewed and recommendations for funding are submitted to City Council for final approval.

How were these needs determined?

These needs were suggested at both public meetings as well as the Needs Survey for the Consolidated Plan. Also, additional public services were identified through consultations with non-profit organizations and service providers.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The City of Concord as well as the HOME Consortium Service Area lies within the Charlotte, NC MSA. The three-county Consortium has a total land area of 1,485.20 square miles. The City of Concord is the principal urban center (2019 population estimate –96,341), followed by the City of Kannapolis with an estimated 50,841. The City of Concord is located in the piedmont of North Carolina, in the western half of Cabarrus County, approximately 20 miles from downtown Charlotte. Concord serves as the county seat.

According to 2014-2018 Census data, there are 140,870 owner occupied housing units and 55,015 renter occupied housing units within the HOME Consortium Service Area. Sixty-five percent of the housing units within the HOME Consortium Service Area are owner occupied. Twelve percent of the available housing stock is vacant. Most of the housing stock was built between 1980 and 1999 (approximately 35 percent) and approximately 22 percent of the housing stock was built between 1960 and 1979. Thus, the housing stock is becoming more and more inadequate.

The housing market has suffered all throughout the nation, and we have seen some of this here within the City of Concord. However, our market has made significant progress over the past year. Staff will continue to monitor the condition of the market over the next five (5) years, and strategically implement activities accordingly.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

The City of Concord as well as the HOME Consortium Service Area has many rental units available within the tri-county area. However, the number is very deceiving due to the fact that a number of those units may not be affordable to many low to moderate income households. Likewise, many of these units are also substandard in condition.

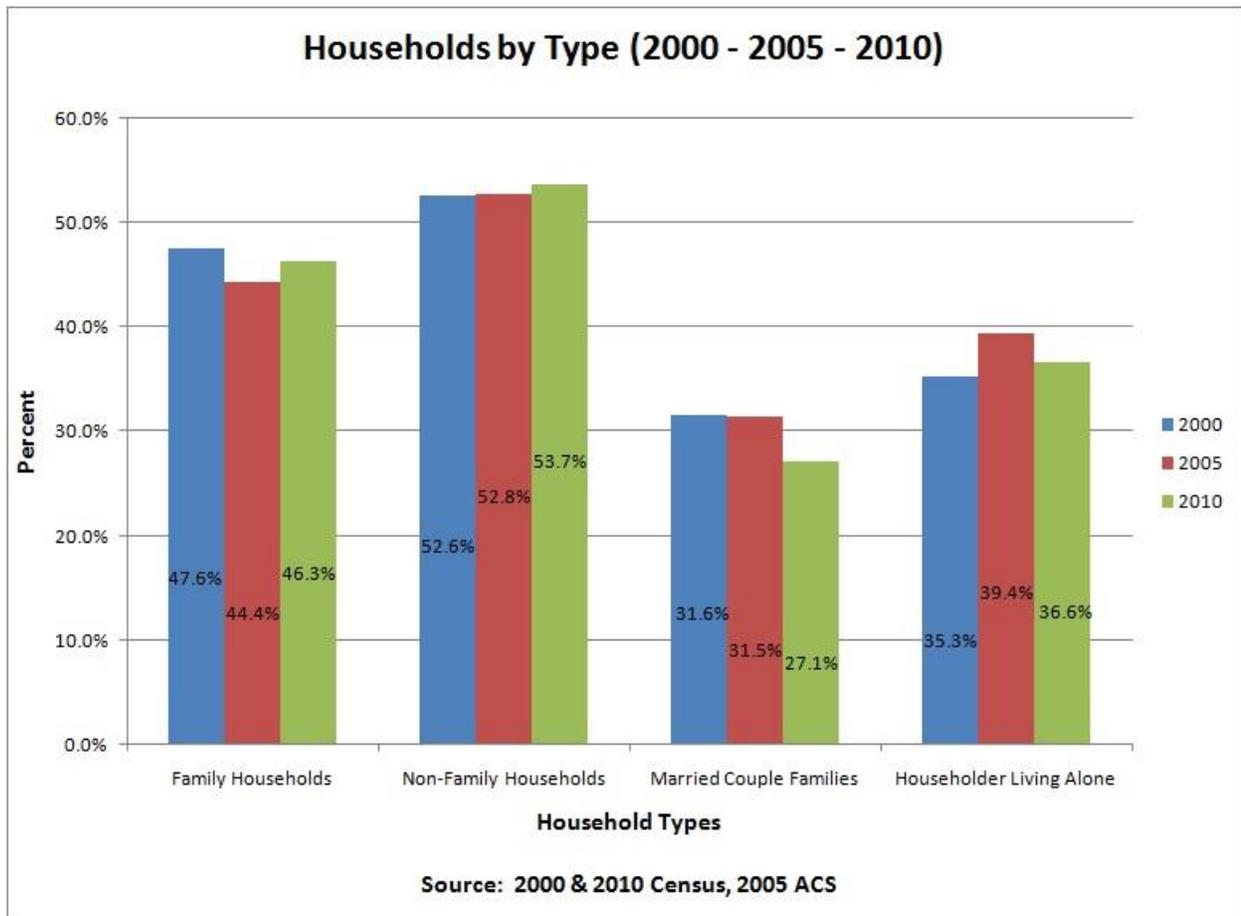
Moreover, there are a significant amount of affordable rental properties that were built prior to 1980. Therefore, over the next five (5) years their age may adversely affect their ability to be rented. As noted in the tenure table below, there is a significant amount of three (3) or more bedroom units which are outdated and for renters - the two (2) bedroom units are very popular, but out-of-date. Also note, the two (2) bedroom is by far the most utilized, but the amount of new two (2) bedroom units on the market are few.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	132,663	73%
1-unit, attached structure	2,906	2%
2-4 units	7,078	4%
5-19 units	10,904	6%
20 or more units	3,786	2%
Mobile Home, boat, RV, van, etc	25,611	14%
Total	182,948	100%

Table 26 – Residential Properties by Unit Number

Data Source: 2014-2018 ACS



Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	374	0.3%	1859	3.4%

	Owners		Renters	
	Number	%	Number	%
1 bedroom	1,522	1.1%	6221	11.3%
2 bedrooms	19,130	13.6%	22,853	41.5%
3 bedrooms	77,450	55%	18,709	34%
4 bedrooms	32,045	22.7	4,533	8.2%
5 bedrooms	10,349	7.3	840	1.5%
Total	140,870	100%	55,015	100%

Table 27 – Unit Size by Tenure

Data Source: 2014-2018 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City looks to provide up to 10 houses to address the affordable housing needs of low to moderate - income families that utilize federal funds. Families typically need two (2) - three (3) bedroom units. We can utilize our CHDOs and other private groups to leverage additional dollars with construction or rehabilitation.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

In consultation with the Concord Housing Department, staff didn't project nor expect any units to be lost from inventory. Furthermore, the Section 8 waiting list is at six hundred plus (600+) individuals.

Does the availability of housing units meet the needs of the population?

No, the housing does not meet the needs of the population in two (2) very contrasting ways. First, the housing stock appears to be aging more rapidly than new housing is being developed. Second, the amount of available affordable housing is limited.

Describe the need for specific types of housing:

Over the past five (5) years the market conditions have changed dramatically. The nation has witnessed a sharp incline in demand for all housing types while the supply has recognized a very small lapse.

The City of Concord recognizes the flux in the market, and we have made a conscience effort to be proactive in pursuing affordable housing development opportunities. The Planning and Neighborhood

Development Department will continue to advocate and promote homeownership, but we will also evaluate other options for affordable housing.

Within the City of Concord, there are several housing needs for low to moderate income families and individuals. They are; (1) Home Ownership Opportunities, (2) Lease-Purchase Programs for Single-Family Homes, (3) Rental Housing Opportunities for Single-Family Homes, and (4) Multi-Family Housing Rental Opportunities. Staff will explore the feasibility of each.

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

According to 2014-2018 ACS 4-year estimate data, the cost of housing is one of the major barriers to affordable housing. From 2014 - 2018 the median home value has increased \$56,100 in Cabarrus County, \$32,800 in Iredell County, and \$6,000 in Rowan County- that is a respective change of 26, 16, and 5 percent. During that same period, Cabarrus, Iredell, and Rowan Counties experienced increases in the median contract rents of 16, 13, and 14 percent respectively. These increases in rent can become a barrier to affordable housing for those who are on fixed incomes - such as the elderly.

Cost of Housing (average costs for Cabarrus, Iredell, and Rowan)

	Base Year: 2000	Most Recent Year: 2018	% Change
Median Home Value	109,833	185,567	41%
Median Contract Rent	448	671	33%

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2014-2018 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	4,695	9.3
\$500-999	30,114	59.4
\$1,000-1,499	10,694	21.1
\$1,500-1,999	3,536	7.0
\$2,000-2,499	997	2
2,500-2,999	440	.9
3,000 or more	212	.4
Total	50,688	100.0%

Table 29 - Rent Paid

Data Source: 2014-2018 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	3,229	No Data
50% HAMFI	12,115	8,306
80% HAMFI	29,747	25,047
100% HAMFI	No Data	38,276
Total	55,015	71,629

Table 30 – Housing Affordability

Data Source: 2014-2018 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	907	934	1063	1378	1518
High HOME Rent	907	934	1063	1378	1,518
Low HOME Rent	731	783	940	1085	1211

Table 31 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

According to the 2014 -2018 ACS 5-year estimates, there are a total of 218,451 housing units within the Cabarrus, Iredell, and Rowan Counties. The same data notes that 66,057 of the aforementioned units were built prior to 1980. Approximately, twenty-two percent of the total housing units available are almost twenty-five (25) years of age.

The total number of rental-occupied units is 55,015. There are 50,320 total rental units with the estimated gross rent at or above \$500.00. The 2018 corresponding median contract rent for Cabarrus, Iredell, and Rowan is \$730, \$680, and \$613 respectively.

There is not enough housing for all income levels. Furthermore, the housing that is available is already out-of-date, or will quickly become out-of-date

How is affordability of housing likely to change considering changes to home values and/or rents?

The median rent contract in 2000 for Cabarrus, Iredell, and Rowan according to ACS was \$509, \$419, and \$416 respectively. Then in 2018 ACS the median rent contract was \$720, \$680, and \$613. ACS the data showed that the median rent contracts within the three counties increase by 29, 38, and 32

percent. This data alone suggests that over the next five (5) years we should expect our rent percentage increases to move even higher than was reported in the 2000-2018 ACS data.

According to ACS, the median home values for Cabarrus, Iredell, and Rowan County in 2000 was \$118,200, \$116,100, and \$95,200 respectively. The 2000-2018 ACS respective median home values were \$219,700, \$200,000, and \$137,000 in the three counties. Over the past decade, the respective three counties have observed approximately a 46, 41, and 30 percent increase in median home values. Despite the economic downturn, the counties have been very fortunate in the sense that they all have observed increases in the median home values. This data alone suggests that over the next five (5) years we should expect our home values to increase.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

According to the HUD FMR and HOME rents table above, the Fair Market Rents for the two (2) - three (3) bedroom units are \$1,063 and 1,378 respectively in the Charlotte MSA (that includes Cabarrus County). As noted in the 2004 - 2018 ACS survey the median rent contracts for HOME Consortium Service Area are in the \$850 range. The vast majority of clients that the counties serve are at or below the 50% AMI level. Thus, the data suggests that there is a large gap in the FMR and the Low Home Rent.

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

This section describes the characteristics of the existing housing supply, including age and condition and the risk posed by lead-based paint. The term "condition" refers to one or more of the following housing problems and is identical to the categories set forth in the Housing Needs Summary found at section NA-10.

The City of Concord Minimum Housing Code notes that a "**dilapidated** shall mean that a dwelling is unfit for human habitation and **cannot** be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50% of its value."

The code also notes that "**deteriorated** shall mean that a dwelling is unfit for human habitation and **can** be repaired, altered, or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50% of its value."

Describe the jurisdiction's definition for "substandard condition" and "substandard condition but suitable for rehabilitation:

The City of Concord uses two (2) terms to describe both; substandard condition **NOT** suitable for rehabilitation, and substandard condition suitable for rehabilitation. These two (2) terms are "dilapidated structures" and "deteriorated structures." Our Code Enforcement Department uses these terms to note in a case not only the condition of the structure, but the priority in which these structures will be addressed.

The City of Concord Minimum Housing Code notes that a "**dilapidated** shall mean that a dwelling is unfit for human habitation and **cannot** be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50% of its value."

The code also notes that "**deteriorated** shall mean that a dwelling is unfit for human habitation and **can** be repaired, altered, or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50% of its value."

Substandard Housing: Lacking complete plumbing or kitchen facilities;

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	28,964	25%	18,512	42%
With two selected Conditions	614	1%	870	2%
With three selected Conditions	23	0%	35	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	88,389	75%	24,760	56%
Total	117,990	101%	44,177	100%

Table 32 - Condition of Units

Data Source: 2014-2018 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	30,086	26%	7,679	17%
1980-1999	41,646	35%	15,637	35%
1950-1979	33,656	29%	14,025	32%
Before 1950	12,602	11%	6,836	15%
Total	117,990	101%	44,177	99%

Table 33 – Year Unit Built

Data Source: 2014-2018 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	46,258	39%	20,861	47%
Housing Units build before 1980 with children present	13,690	12%	5,631	13%

Table 34 – Risk of Lead-Based Paint

Data Source: 2014-2018 ACS (Total Units) 2014-2018 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 35 - Vacant Units

Data Source: 2014-2018 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

The City of Concord has many old homes which need rehabilitation. Many of these homes are within areas that Community Development has deemed as focus areas. The City of Concord has been conducting owner-occupied rehabilitation since the early 1980's. It is our intention and goal to continue this service over the next five (5) years. Every year the list for owner-occupied rehabilitation grows. Staff is currently is implementing the list based on a first come first served basis, based on need and availability of funds

Estimate the number of housing units within the jurisdiction that are occupied by low- or moderate-income families that contain lead-based paint hazards. 91.205(e), 91.405

Based on housing stock information provided in the 2010 Census for the tri-county area, there are 67,119 housing units built before 1980. There is no data on the number of housing units that are occupied by low to moderate income families with LBP Hazards. It can be estimated that the number of low-income households in Section NA-20, reporting severe housing problems, with one or more of four housing problems may contain lead-based paint.

MA-25 Public and Assisted Housing - 91.410, 91.210(b)

Introduction

The City of Concord “local” public housing authority is a department within the municipality. The Housing Authority operates 174 units within Cabarrus County. All of the units are classified as “low rent.” There is a need for additional affordable housing units, as indicated by the 672 families on the wait list for these units. There are no plans in the immediate future to construct any more public housing units in Concord or Cabarrus County.

Also, there are currently 672 families currently on the waiting list for Section 8 Housing Choice Voucher program. Obviously, the waiting lists for public housing and vouchers reflect the need for more affordable housing. The wait time for these households is 24 to 48 months based on the current turnover rate.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
				Veterans Affairs Supportive Housing	Family Unification Program	Disabled *			
# of units vouchers available	0	0	174	541	39	502	0	143	0
# of accessible units									

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Concord Housing Department (CHD) operates a total of 174 public housing units. CHD annually receives Federal funds to modernize and repair public housing units. The CHD renovates a number of units annually and largely replaces floor tile, kitchen cabinets, countertops, water heaters, and complete bathroom renovations along with painting. The CHD has a replacement cycle on all appliances, and has installed roofs, A/C siding, and security doors on much of the housing stock over the past several years.

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Although the Concord Housing Department has a replacement and restoration cycle on its units, much of their housing stock is already or quickly becoming out dated. Over the next five (5) years it is going to be tough to sustain their current cycle - due to funding cuts. The CHD must continue to apply for grant funds to both construct new units, and renovate its current stock.

Describe the public housing agency's strategy for improving the living environment of low to moderate-income families residing in public housing:

The Concord Housing Department does have a strategy to improve the living environments of the families who utilized their services. They will continue to seek funding from a variety of sources to construct new units and renovate the current units. The CHD seek to provide educational and training opportunities in the areas of pre-homeownership, basic financial management, and workforce development. CHD also hopes to implement measures to de-concentrate poverty by participating in mixed income developments, and to work with local Law Enforcement to make communities more safe and secure.

A-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

According to the U.S. Department of Housing and Urban Development (HUD), a person is considered homeless only when he or she: (1) Resides in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings, (2) Resides in an emergency shelter, (3) Resides in transitional housing for persons who originally came from the streets or emergency shelters, (4) Resides in any of the aforementioned places but is spending a short time (up to thirty (30) consecutive days) in a hospital or other institution, (5) Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing, (6) Is being discharged within a week from an institution, such as mental health or substance abuse treatment facility or a jail/prison, in which the person has been a resident for more than thirty (30) consecutive days and no subsequent residence has been identified, and (7) Is fleeing a domestic violence situation and no subsequent residence has been identified.

The City of Concord intends to continue to support and assist those organizations that help mitigate and abolish homelessness

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year-Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	25	0	14	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 37 - Facilities Targeted to Homeless Persons

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The lower earning households that we see are normally candidates for SNAP benefits, Medicaid, child care subsidies, etc. Since they don't normally have health insurance other than Medicaid many of them may be eligible for the Affordable Healthcare plans. The community needs more navigators with a broader presence to enroll persons into plans and provide education that people can understand.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Chronically homeless individual is defined as "an unaccompanied, disabled individual who has been persistently homeless for more than a year or who has been homeless for four (4) or more episodes over a period of three (3) years." Professionals in the field of homelessness note that, "people who are chronically homeless are highly likely to cycle in and out of housing, the streets, emergency shelters, hospitals, mental health facilities, and/or jails for varying periods of time. Within the Consortium Area there are several services and facilities that meet the needs of the homeless population. Those facilities include: Community Link- Rapid rehousing, Permanent Supportive Housing, Supportive Services for Veteran Families, Cardinal Innovations- Permanent Supportive Services, Cooperative Christian Ministry, Rowan Helping Ministries, CVAN, Salisbury VAMC, Carolinas Care Partnership- HOPWA serves Persons with HIV/ AIDS in Rowan and Iredell Counties, The Salvation Army Night Shelter, Opportunity House, Family Crisis Council of Rowan (serves victims homeless as a result of domestic violence and sexual assault) The wide varieties of services and facilities have the ability to provide several levels of resources to those in need. These resources range from emergency housing and transitional housing to workforce development and medical services.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

As the City of Concord as well as the HOME Consortium Service Area becomes a larger community, the need for facilities and services for the special needs' population will increase. The latest data shows that the Consortium area has nearly 531,039 people within its service areas. With an increase of approximately 55,163 people since 2010, the HOME Consortium service area needs to develop partnerships and strategies to address and mitigate potential issues as it relates to facilities and services for the growing special needs population

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families,

public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The City of Concord as well as the HOME Consortium Members will partner with several agencies in their respective areas to provide services to populations mentioned above. The City of Concord and the Concord Housing Department have programs and services to support the elderly. The City provides assistance to the elderly through the homeowner rehabilitation program and the Concord Housing Department provides both housing and services for this particular population. Over the next five (5) years the City of Concord will pursue new partnerships with the medical community and non-profit groups who are working with the elderly population.

The special needs populations in the City need access to decent, safe, and affordable supportive housing units. Many who fall within these categories, are on fixed-incomes which impact their ability to afford decent housing or to rehabilitate their existing homes. The City, in the past, has been able to address the needs of the elderly by providing funding to support the development of affordable rental units. Opportunities will be sought in the coming years.

The City will also provide assistance to those non-profits whose mission is to provide housing and supportive services to individuals with disabilities.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Through the work of the 10-Year Plan to End Homelessness and the Piedmont Regional Continuum of Care Committee of the NC Balance of State; agencies within and around the City of Concord have expanded housing options for homeless individuals by increasing bed inventories of permanent supportive housing. Keep in mind that those individuals who are chronically homeless may be experiencing some mental health and/or substance abuse problems. When these individuals return from institutional rehabilitation, supportive housing is necessary.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Supportive housing certainly benefits those who are homeless. However, supportive housing can also act as a means to prevent homelessness. Many individuals with disabilities and other special needs can benefit for the preventative nature of this program. The City of Concord intends on partnering and assisting those organizations whose mission is to support those in danger of becoming homeless. The City will continue to allocate funding to assist organizations that provide housing and supportive service activities.

In our annual goals, the City states that we shall provide resources to the special needs' population. Those resources include, but are not limited to transitional housing assistance, supportive housing assistance, and counseling

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Supportive housing certainly benefits those who are homeless. However, supportive housing can also act as a means to prevent homelessness. Many individuals with disabilities and other special needs can benefit for the preventative nature of this program. The City of Concord intends on partnering and assisting those organizations whose mission is to support those in danger of becoming homeless. The City and other entitlements in the Consortium will continue to allocate up to 15% of their CDBG funds to Public Service agencies that address housing and supportive service needs of their respective jurisdictions.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

There are many complex factors which prevent low to moderate-income households from obtaining affordable housing. Many of these factors are influenced by elements which are beyond the control of government. These factors include, economic conditions, interest rates, wage levels and home purchase prices and rental rates. In addition, there are low to moderate-income residents that have the ability to afford a mortgage payment, but they cannot secure a mortgage because they lack sufficient capital for the down payment and closing costs. Misinformation, financial mismanagement, and poor credit histories are also a barrier to homeownership and in many cases, is a barrier to renting. There are no specific public policies that have a negative effect on affordable housing and residential investment.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The nation is looking in the face of a recession due to COVID-19 that may have an impact on the affordable housing market. As a result, the recession and recovery of the affordable housing market may have major economic impact within Concord and the HOME Consortium Service Area. During the economic downturn, unemployment rates have been very high. When the economy recovers, unemployment rates are expected to gradually decline. In addition, commercial growth will also reflect the area’s economic growth and the creation of employment opportunities.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	171	65	1	0	-1
Arts, Entertainment, Accommodations	3,576	7,984	16	25	9
Construction	1,420	1,541	6	5	-1
Education and Health Care Services	3,022	3,413	13	11	-2
Finance, Insurance, and Real Estate	2,337	1,293	10	4	-6
Information	681	810	3	3	0
Manufacturing	2,538	3,311	11	10	-1
Other Services	772	1,024	3	3	0
Professional, Scientific, Management Services	2,530	1,639	11	5	-6
Public Administration	0	0	0	0	0
Retail Trade	3,253	7,735	14	24	10
Transportation and Warehousing	952	831	4	3	-1
Wholesale Trade	1,589	1,972	7	6	-1
Total	22,841	31,618	--	--	--

Table 38 - Business Activity – Data Source: 2014-2018 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	41,107
Civilian Employed Population 16 years and over	36,805
Unemployment Rate	10.47
Unemployment Rate for Ages 16-24	26.55
Unemployment Rate for Ages 25-65	7.10

Table 39 - Labor Force

Data Source: 2014-2018 ACS

Occupations by Sector	Number of People
Management, business and financial	8,771
Farming, fisheries and forestry occupations	1,463
Service	2,785
Sales and office	9,775
Construction, extraction, maintenance and repair	3,676
Production, transportation and material moving	2,608

Table 40 – Occupations by Sector

Data Source: 2014-2018 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	21,269	63%
30-59 Minutes	10,416	31%
60 or More Minutes	2,301	7%
Total	33,986	100%

Table 41 - Travel Time

Data Source: 2014-2018 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	3,031	485	1,556

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	6,908	912	2,043
Some college or Associate's degree	11,206	1,287	2,376
Bachelor's degree or higher	10,365	276	1,191

Table 42 - Educational Attainment by Employment Status

Data Source: 2014-2018 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	250	427	675	615	837
9th to 12th grade, no diploma	968	1,125	836	1,394	1,669
High school graduate, GED, or alternative	2,149	2,289	2,531	5,078	2,492
Some college, no degree	2,416	2,769	2,996	4,110	1,362
Associate's degree	246	1,021	1,679	2,331	305
Bachelor's degree	432	2,655	2,458	3,042	770
Graduate or professional degree	0	636	1,370	1,671	443

Table 43 - Educational Attainment by Age

Data Source: 2014-2018 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	20,500
High school graduate (includes equivalency)	27,498
Some college or Associate's degree	35,002
Bachelor's degree	47,541
Graduate or professional degree	65,123

Table 44 – Median Earnings in the Past 12 Months

Data Source: 2014-2018 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The three (3) largest employment sectors in HOME Consortium Service Area are (1) Retail Trade, (2) Other Services-Management, and (3) Construction.

Describe the workforce and infrastructure needs of the business community:

The overwhelmingly high number of people in the age group 18-65 is definitely the area's greatest resources. This depicts an available and willing workforce for area. Economic development has many driving factors. One of the most important factors in economic development is human capital. In 2018, approximately 31% of people in the HOME Consortium Service Area had college, some college or associate's degrees. This means that approximately 164,622 had college degrees in 2018. Current employment sectors all benefit from a workforce having a variety of skills, education and knowledge.

Concord is well served by an extensive roadway network. Transportation is a key component for economic development and growth. Recognizing the need for quality, well-maintained streets, the City includes street maintenance and construction projects in their Capital Improvement Plan.

When industries are searching for a site to locate their business, they take into account the current stock of human capital and potential stock of human capital (Area colleges, universities, and Community Colleges in Cabarrus, Rowan, and Iredell County). We also have the ability to train the labor force to suit each business through our community college system.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Over the next five (5) years, Concord, NC expects to have numerous local and regional private investments that will generate a great deal of economic activity.

The respondents that completed the primary needs survey cited economic development as an important priority. Job creation was a primary concern. Providing financial assistance for job training programs also cited in the needs' assessment. Underserved communities expressed the need for appropriate economic development in their areas. The City works in conjunction with the Cabarrus County Economic Development Corporation to keep the tax base low. The City looks to work with Cabarrus Economic Development Corporation as they look to continue to expand and diversify economy opportunities, create a positive business environment, support existing businesses, maintain and expand community infrastructure and provide resources to new and expanding business. The program is structured to benefit greenfield sites and encourage re-use of existing building like the City owned Clearwater Arts Center & Studios.

Clearwater Arts Center & Studios is an economic and community development project that have helped to revitalize the low to moderate-income neighborhood known as Gibson Village. The City owned buildings located on Kerr Street has been renovated through 4 phases to provide space for artists and the community to use. The area in which the building is located is a predominately low to moderate-income neighborhood (60% LMI) called Gibson Village. Gibson Village is identified in the City's Center

City Master Plan as one of the key revitalization areas in the city. The Gibson Village Neighborhood Association proposed the idea of an "Artist Village" and is very excited about its progress.

Another infrastructure asset is the influx of business within the Downtown Opportunity Zone. During the next five (5) years the addition of a 166-unit affordable housing project, rehabilitation of two (2) currently unused buildings and the rework of the streetscape on Union Avenue will bring in various commercial and residential pieces to Downtown Concord. Total investment for the housing project alone will be over \$50,000,000.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The HOME Consortium Service Area is very fortunate to have four (2) higher educational institutions within the service area. These educational institutions help develop both technical and professional skills. This combination works great because the community has jobs for both workforces. The community colleges in Iredell and Rowan County provide continuing educational opportunities while also helping to address the needs of the workforce that finish high school or did not go to college.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Centralina Workforce Development Board serves as the governing body for a variety of programs, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc.

Local community colleges and Goodwill industries will provide occupational skills training and educational training. They all provide free educational options along with job-specific training. Occupational Skills training is designed to meet the special requirements of a business and that is conducted with employer commitment to continue to employ all trained individuals upon successful completion of the training. Secondly, educational training including workplace literacy, basic skills, "soft" skills, and English as a second language

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City works closely with the Cabarrus Economic Development Corporation to support existing business and recruit new business. Concord invests in a strong infrastructure that accommodates growth. To help stimulate job growth of new of existing industries in the City of Concord, the City offers tax credits, competitive grants and discretionary funds available to assist in attracting business to the region. It is these types of financial incentives and training programs that help to spur growth and create jobs by establishing a healthy and competitive environment with which to do business. In addition to the incentives mentioned above, the City also offers the following;

- Ready Labor Force & Training through the NC Manufacturing Institute
- Streamlined Permitting Process
- Favorable Municipal & County Tax Rates
- Increasingly Competitive Electric Rates

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

For the purposes of the Five-year Consolidated Plan and this section, the term concentration will be used to refer to the low-to moderate income census tracts within the HOME Consortium Service Areas

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Yes, for the purposes of the Five-year Consolidated Plan and this section, the term concentration will be used to refer to the low-to moderate income census tracts within the HOME Consortium Service Areas.

What are the characteristics of the market in these areas/neighborhoods?

These "concentrated" areas are typically characterized by old housing stock, low and fixed-incomes, and specified racial demographic. Another characteristic that can be assumed through data is a lower educational attainment level.

Are there any community assets in these areas/neighborhoods?

There are a significant number of community assets in these neighborhoods. These include schools, churches, parks and recreation facilities, access to trails and bus stops. However, of particular concern in some of these areas is a lack of a grocery store or other mainstream retail stores.

Are there other strategic opportunities in any of these areas?

Both of the aforementioned areas have a tremendous amount of opportunity. These neighborhoods in Concord are within close proximity to the downtown areas. The same holds true with low wealth communities in the HOME consortium service area. The opportunity for housing development, commercial development, and job growth are endless.

MA-60 Broadband Needs of Housing occupied by Low to moderate-income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low to moderate-income households and neighborhoods.

Based on survey data, over 90% of Concord residents have internet service access.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Jurisdictions all have more than one broadband internet service provider.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

NA

Describe the vulnerability to these risks of housing occupied by low to moderate-income households based on an analysis of data, findings, and methods.

NA

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The mission of the City as well as the HOME Consortium is to extend and strengthen partnerships among the public and private sector to provide decent housing, establish and maintain a suitable living environment, and expand economic opportunities. The Consolidated Plan establishes a unified, coordinated vision of community development actions for the upcoming five (5) years. Key elements of the Consolidated Plan are its emphasis on citizen participation and the collaborative nature of the process. The City uses the input from citizens and its community development partners to determine its housing and community development needs, and to undertake specific actions consistent with those strategies. Specifically, the City and the HOME Consortium will be actively involved with, and obtains significant input from specialized organizations, agencies, and committees focused on the needs of the City and its residents. Input is also gathered throughout the year through public meetings, citizen participation, and interaction with residents, businesses, and community stakeholders.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 45 - Geographic Priority Areas

1	Area Name:	Concord HOME Consortium Service Area
	Area Type:	3 counties
	Other Target Area Description:	3 counties
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	
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General Allocation Priorities

Describe the basis for allocating investments geographically within the state

Our focus will remain in the Lower Wealth communities. These areas have been underserved. This geographic location will serve as a great asset in the future for housing, business, senior programs, and educational opportunities.

The City of Concord has always conducted scattered site activities. Low income households are not limited to one (1) or two (2) portions of the city. These households can be in many places throughout the city limits.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 46 – Priority Needs Summary

1	Priority Need Name	Reduce substandard housing and blight
	Priority Level	High
	Population	Extremely Low to Moderate Low Middle Disabled Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	Creation of decent affordable housing
	Description	Creation of decent and affordable housing
	Basis for Relative Priority	Community need based on needs assessment
	2	Priority Need Name
Priority Level		High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly, Disabled Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	Creation of decent affordable housing
	Description	Creation of decent affordable housing
	Basis for Relative Priority	Community need based on needs assessment
3	Priority Need Name	Improve public infrastructure
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	Economic Development Opportunities for low to mod
	Description	Creation economic opportunities for low to mod
	Basis for Relative Priority	Community need based on needs assessment
	4	Priority Need Name
Priority Level		High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	Economic Development Opportunities for low to mod
	Description	Create economic opportunities for low to mod
	Basis for Relative Priority	Community need based on needs assessment
5	Priority Need Name	Scattered site rehabilitation
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	Creation of decent affordable housing
	Description	Rehabilitation of sub-standard and un-safe housing
	Basis for Relative Priority	Community need based on needs assessment
	6	Priority Need Name
Priority Level		Low

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	Creation of decent affordable housing
	Description	Creation of decent affordable housing
	Basis for Relative Priority	Community need based on needs assessment
7	Priority Need Name	Elimination of environmental hazards
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	3 counties
	Associated Goals	
	Description	Eliminate environmental hazards
	Basis for Relative Priority	Community need based on needs assessment
	8	Priority Need Name
Priority Level		Low

Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
Geographic Areas Affected	3 counties
Associated Goals	Creation of decent affordable housing Provide resources to special needs population
Description	Support valuable programs and provide resources to public service providers
Basis for Relative Priority	Community need based on needs assessment

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	N/A
TBRA for Non-Homeless Special Needs	N/A
New Unit Production	The City of Concord recognizes the flux in the market, and we have already made a conscience effort to pivot. Over the past five (5) years we have targeted some areas for new home construction. For the most part, these homes have sold within a reasonable amount of time
Rehabilitation	The Planning and Neighborhood Development Department understands that our current housing stock is aging, and the need of owner-occupied rehabilitation will continue to increase. Since we plan on being more strategic with our new home construction - this should free up some resources for rehabilitation.
Acquisition, including preservation	Staff will continue to pursue properties for acquisition. These properties will be both residential and commercial in use. It is always our intention to keep the character and design of the neighborhood intact. In many cases, the properties we purchase are damaged beyond repair. In those cases, we will demolish and rebuild with past character in mind.

Table 47 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Concord is the lead entity of the Cabarrus/Iredell/Rowan HOME Consortium. The City also receives annual allocations of funding for Housing and Community Development activities under the Community Development Block Grant Program (CDBG).

It is anticipated that Concord will have a total of \$680,540 in CDBG entitlement funds and approximately \$2,000 in program income for a total of \$682,540 to carry out the activities included in this first-year action plan. The anticipated allocation total of \$1,304,995, estimated program income of \$131,006 will total \$1,436,001 in funding for HOME activities for the HOME Consortium in the first year of the plan. The City of Concord will utilize approximately \$391,194 in HOME funding for HOME activities. The total

includes: HOME allocation of \$177,750, estimated program income of \$131,006, and \$82,438 in program administration.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	680,540	2000	0	682,540	0	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	177,750	131,006	0	308,756	0	

Table 48 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Staff intends on leveraging the U.S. Housing and Urban Development Funds when and where projects prove themselves to be feasible. Over the next five years, City council approved funds will be used to support affordable housing activities.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Over the past five (5) years staff has strategically invested in properties within our target/focus areas. These properties are slated to address the affordable housing needs for those seeking homeownership, rehabilitation, or rental opportunities.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
PROSPERITY UNLIMITED, INC.	CHDO	Ownership Rental	Other
SALISBURY COMMUNITY DEVELOPMENT CORPORATION	CHDO	Ownership Rental	Other
Concord	Government	Ownership Rental	Jurisdiction
HABITAT FOR HUMANITY CABARRUS COUNTY	Non-profit organizations	Homelessness Ownership Rental	Jurisdiction
Concord Housing Authority	PHA	Ownership Public Housing Rental	Jurisdiction

Table 49 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The delivery structure for CDBG and HOME services within the City of Concord are developing as planned. Staff has cultivated many programs through sub-recipient dollars and partnerships with non-profits. We have also increased our partnerships with other institutional organizations and government agencies throughout the years

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X		X
Other Street Outreach Services		X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X		X
Life Skills	X	X	X
Mental Health Counseling	X	X	
Transportation	X	X	X
Other			
Transitional Housing Opportunities	X	X	

Table 50 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Services to the homeless populations, including families with children, are generally coordinated through the Piedmont Regional CoC, Salvation Army, Opportunity House, Rowan Helping Ministries, and Cooperative Christian Ministries (CCM). Services for homeless veterans are provided by VA Medical Center to address their medical needs and the local housing authorities assist with their housing needs. Services for unaccompanied youth are coordinated through CCM and the Samaritan House

Shelter. Services to persons with HIV are generally coordinated through the respective County Health Departments.

Service delivery is usually coordinated through the Piedmont Regional CoC where families and individuals are matched with agencies or organizations to provide services, programs, and opportunities to assist individuals

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

There are agencies that provide domestic violence programs, substance abuse programs, education programs, and health services programs. Furthermore, the emergency shelter and transitional housing inventory is good. However, where gaps do exist, it is primarily due to a lack of funding and in very limited cases, non-profit capacity

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

As stated above, one of our community's largest gaps is the capacity of our service providers. Our responsibility as the PJ is to try to help build this capacity. We will continue to provide resources to existing service providers in an effort to address capacity concerns. We will also partner with all capable and effective agencies that provide the public service programs for low-mod communities.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Creation of decent affordable housing	2020	2025	Affordable Housing Public Housing	Concord HOME Consortium Service Area	Preserve and increase affordable housing Produce affordable housing Reduce substandard housing and blight Scattered site rehabilitation Support Public Service non-profits	CDBG: \$354,508 HOME: \$177,750	Rental units constructed: 10 Household Housing Unit Homeowner Housing Added: 12 Household Housing Unit Homeowner Housing Rehabilitated: 25 Household Housing Unit Direct Financial Assistance to Homebuyers: 30 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Economic Development Opportunities for low to mod	2020	2025	Non-Housing Community Development	Concord HOME Consortium Service Area	Improve public infrastructure Increase economic opportunities	CDBG: \$326,032	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: Persons Assisted Jobs created/retained: Jobs Businesses assisted: Businesses Assisted
3	Provide resources to special needs population	2015	2020	Homeless Non-Homeless Special Needs	Concord HOME Consortium Service Area	Support Public Service non-profits	Up to 15% of allocation	

Table 51 – Goals Summary

Goal Descriptions

1	Goal Name	Creation of decent affordable housing
	Goal Description	Reduce substandard housing and blight, Preserve and increase affordable housing, Scattered Site Rehabilitation, produce affordable housing, Maintain housing for special needs population
2	Goal Name	Economic Development Opportunities for low to mod
	Goal Description	Improve public infrastructure, Increase economic opportunities with job training and placement, work with Chamber of Commerce, County Economic Development and Downtown Development

3	Goal Name	Provide resources to special needs population
	Goal Description	Provide financial support to local public service agencies that assist with the health and wellness programs, substance abuse, food for the needy, shelter for homeless and afterschool programs

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Concord as well as the HOME Consortium will do its best to serve all the very low, low, and moderate-income families within the HOME Consortium Service Area (s). We will continue to focus our services and resources within our low to moderate income neighborhoods. *SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)*

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Concord Housing Department has a gap in the number of available units and the number of applicants on the waiting list.

Activities to Increase Resident Involvements

The Concord Housing Department already provides several avenues for resident involvement. They would like to continue and increase some of these programs. For example, they provide residents with (1) neighborhood networking opportunities (2) Home-ownership counseling, and (3) classes to self-sufficiency.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

The Concord Housing Department does not have the “troubled” designation

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

There are many complex factors which prevent low- and moderate-income households from obtaining affordable housing. Many of these factors are influenced by elements which are beyond the control of government. These factors include, economic conditions, interest rates, wage levels and home purchase prices and rental rates. In addition, there are low- and moderate-income residents that have the ability to afford a mortgage payment, but they can secure a mortgage because they lack sufficient capital for the down payment and closing costs. Misinformation, financial mismanagement, and poor credit histories are also a barrier to homeownership and in many cases, is a barrier to renting. There are no specific public policies that have a negative effect on affordable housing and residential investment.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City of Concord, in partnership with other agencies and organizations will both implement and support programs that help eliminate and mitigate the barriers to affordable housing.

- Provide and assist in the construction, rehabilitation, and planning of low to moderate income communities and housing.
- Promote, implement, and assist with educational programs that will provide future opportunities for home-ownership, job options, and family stability.
- Support non-profits who help those that have made bad decisions in the past, to work towards better opportunities. Provide and Assist in down-payment assistance programs, workforce development programs, and financial management programs
- Partner with lending institutions to provide a wide variety of financing options for low-moderate income households.
- Plan for at least one (1) homebuyer education workshop that will be held completely for the Spanish speaking population.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Concord partners with the Piedmont Regional Continuum of Care and local public service agencies to combat homelessness and provide assistance for the creation of a seamless continuum of housing and support services. It is the ultimate goal to provide services and housing to all homeless and subpopulations of homeless in the city and county. However, as the system stands today, there are multiple agencies and coalitions working on this issue. Over the course of the next five (5) years, the city and its partners must strengthen the coordination of homeless prevention activities by taking a comprehensive approach to the issue. This is not a housing issue, nor is it a support service issue. We must begin to treat homelessness as a community development activity - meaning workforce development, job creation, support services, and housing all combined.

There will continue to be Point-in-Time surveys conducted to identify both sheltered and unsheltered persons. Through these surveys, the COC and partners will implement strategies that will:

- Identify the chronically homeless persons within the City of Concord and HOME Consortium Service Area (s)
- Create programs that prevent homelessness prior to it occurring
- Provide supportive and transitional housing for those in need

Addressing the emergency and transitional housing needs of homeless persons

The City will continue to provide funding to support shelter operations. In addition, the City is working with the local homeless shelter to identify a more suitable location that will help to enhance the delivery of services to homeless persons. The City will collaborate with organizations seeking to provide transitional and rapid housing for homeless persons

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Piedmont Regional CoC and CCM has built in timelines that will facilitate families' movement through the system if resources are available. Their housing staff identifies affordable housing units in the community, provide tenant education and helps to mediate potential landlord issues for customers. For veterans, the CCM and Samaritan House Shelter program provides rehousing for veterans and their families who may be in the emergency shelter as well as prevention services to help stabilize veterans in their existing housing. There are limited Permanent supportive housing resources in our community for persons with disabilities. Also, CCM's program serves the Unaccompanied Youth demographic. Opportunity house provides a day shelter, but they often refer families or individuals to other service providers.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The cause, nature and full extent of the homeless problem in the HOME Consortium Service Area is both varied and complex. With the different homeless populations described here and the level of services offered as they relate to the Piedmont Regional Continuum of Care initiative, it is obvious that there is no single cause of homelessness.

As stated above, there are several programs and a team to implement the Ten (10) Year Plan to end Chronic Homelessness. One (1) strategy in the plan is to move families and individuals into both transitional and permanent supportive housing. The City will assist the Piedmont Regional CoC, Concord Housing Department, and CCM with such programs.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

HUD required that all residential properties built before 1978 receiving federal funds are tested for lead based paint and the any lead hazards discovered are to be addressed. At this time the City of Concord only provides assistance to owner occupied housing and housing provided by non-profits and CHDOs. The Consortium understands the danger of lead-based paint and asbestos. The discovery of asbestos or lead based paint in a dwelling unit may require encapsulation or removal prior to demolition. All CDBG and HOME-assisted rehabilitation projects are carried out in compliance with HUD's lead-based paint hazard regulations, which require complete abatement of the lead-based paint hazard when CDBG or HOME funds are used for substantial rehabilitation. On smaller projects, lead-safe work practices and clearance testing are performed as required by HUD regulations.

How are the actions listed above related to the extent of lead poisoning and hazards?

Based on housing stock information provided in the 2011 Census for the HOME Consortium Service Area there are 50,670 housing units built before 1978. The HOME Consortium Service Area has a low rate of lead poisoning and the actions outlined above are designed to minimize the risk of exposure to lead paint hazards.

How are the actions listed above integrated into housing policies and procedures?

Since Jan 1, 2010, NC State law states that any renovation, repair, and painting performed for compensation that disturbs painted surfaces on a house built before 1978 requires that the firm completing the work be a certified Renovation, Repair and Painting (RRP) firm. A certified firm is a company, partnership, corporation, sole proprietorship, association, or other business entity doing business in the State has been certified by the Department of Health and Human Services, Health Hazard Control Unit. The certified firm has a Certified Renovator that has taken the initial 8-hour training course for lead safe work practices and is either performing the work or directs trained workers to perform renovation activities.

Lead Abatement firms are licensed to carry out abatement activities. These firms are typically hired by Contractors to remove lead hazards within the structure and have been trained in the proper set-up, removal and disposal of lead hazards, and clean up. They have a different certification than RRP certified firms and a different insurance requirement.

So, all of the Contractors that are sent bids for housing renovations on pre-1978 houses should be RRP certified or at least in the process of getting that certification.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

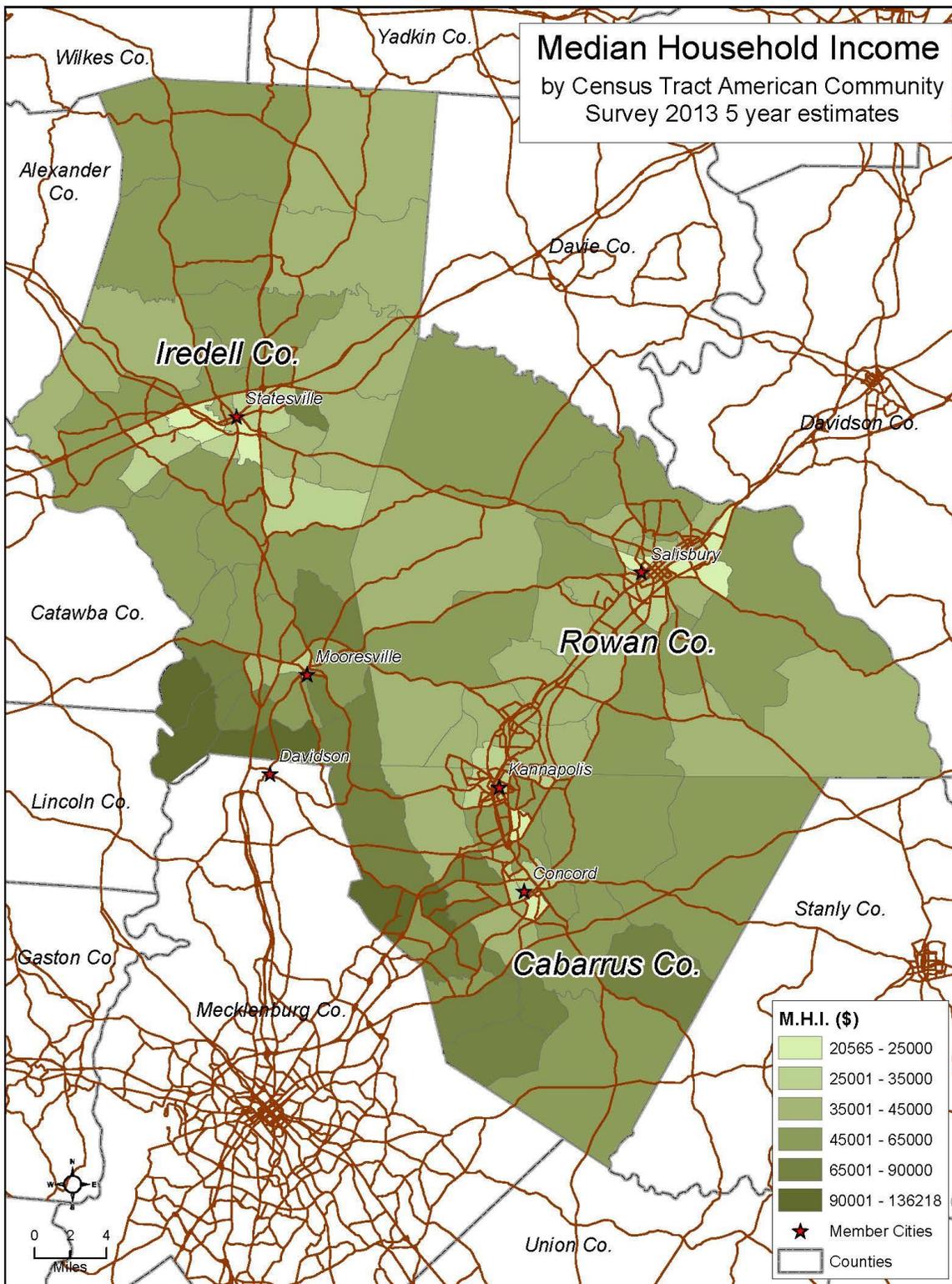
Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Concord's housing programs were created to address poverty and the lack of resources through providing housing opportunities for low-income households. Without these housing opportunities many low-income households would not be able to afford housing rehabilitation costs, renting, or purchasing a home.

During the next five years the City will continue to support non-profit organizations and programs that provide emergency shelter, affordable housing, and other supportive services designed to assist this population achieve economic independence. In addition, the City will continue to encourage economic development in low and moderate income areas to remove slum and blight conditions; rehabilitate substandard existing single-family homes; rehabilitate or provide new affordable rental housing units; improve public facilities and public infrastructure; offer down payment assistance toward the purchase of a home; support programs for the homeless.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

By providing financial assistance to homebuyers, the Down Payment Assistance program assists low income households transition from renters to homeowners and helps them build equity in their own home. This program also supports anti-poverty as construction of new homes also provides employment opportunities. Assisting low income households with repairs to their home also increases home values. Funding non-profit organizations also ensures that comprehensive services such as transportation, employment, housing services, emergency services, and other needs are met



Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Concord is the lead entity of the Cabarrus/Iredell/Rowan HOME Consortium. The City also receives annual allocations of funding for Housing and Community Development activities under the Community Development Block Grant Program (CDBG).

It is anticipated that Concord will have a total of \$680,540 in CDBG entitlement funds and approximately \$2,000 in program income for a total of \$682,540 to carry out the activities included in this first-year action plan. The anticipated allocation total of \$1,304,995, estimated program income of \$131,006, and \$0 in cash match contributions will total \$1,436,001 in funding for HOME activities for the HOME Consortium in the first year of the plan. The City of Concord will utilize approximately \$391,194 in HOME funding for HOME activities. The total includes: HOME allocation of \$177,750, estimated program income of \$131,006, local match of \$0, and \$82,438 in program administration.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	680,540	2,000	0	682,540	0	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	177,750	131,006	0	308,006	0	

Table 52 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Staff intends on leveraging the U.S. Housing and Urban Development Funds when and where projects prove themselves to be feasible.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Over the past five (5) years staff has strategically invested in properties within our target/focus areas. These properties are slated to address the affordable housing needs for those seeking homeownership, rehabilitation, and rental.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Creation of decent affordable housing	2020	2025	Affordable Housing Public Housing	Concord HOME Consortium Service Area	Elimination of environmental hazards Preserve and increase affordable housing Produce affordable housing Reduce substandard housing and blight Scattered site rehabilitation	CDBG: \$680,540 HOME: \$200,016	Homeowner Housing Added: 12 Household Housing Unit Homeowner Housing Rehabilitated: 12 Household Housing Unit
3	Provide resources to special needs population	2015	2020	Homeless Non-Homeless Special Needs	Concord HOME Consortium Service Area	Support Public Service non-profits	CDBG: \$38,500	Overnight/Emergency Shelter/Transitional Housing Beds added: 2 Beds

Table 53 – Goals Summary

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City of Concord has established the following two (2) categories of strategies for meeting the needs of the underserved in the community. These categories are Housing Strategies and Community Development Strategies. Each category has several projects associated with them. The Housing Strategy projects include down payment assistance, development of affordable housing, and partnerships. The Community Development Strategy projects include revitalization, leveraging multi-family development, infrastructure improvements, and creating economic development opportunities.

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Over the years, the City of Concord has been dedicated to assisting low-moderate income families and individuals. The City's programs are created to help overcome the barriers to affordable housing. Over the next five (5) years, city staff will implement a strategy that comprehensively breaks down the barriers that many low-moderate families and individuals face.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Program activities carried out by the City of Concord and the HOME Consortium will occur in Cabarrus, Rowan, and Iredell County. However, over the past ten (10) years the City has focused the vast majority of its Community Development resources within older inner-city neighborhoods-Logan, Gibson Mill, Silver Hill, Underwood Park, Sidestown-Shankletown, and Brown Mill.

The City considers these neighborhoods our primary target area. We have focused housing, public service, code enforcement, and economic development activities in this area over the past ten (10) years.

According to the 2018 ACS, a majority of the populations within these neighborhoods are minority. However, the city supports all low-moderate income families and individuals. Our programs and marketing incorporate the entire city.

Rationale for the priorities for allocating investments geographically

First, these lower wealth neighborhoods were identified as underserved when looking at community economic development needs. We also determined that there was a lack of positive investment that hampered revitalization efforts. Our initial investment in underserved communities will hopefully serve as a catalyst for additional investment in lower wealth communities.

Finally, our community has the ability to turn a negative into a positive in this area. We have the ability to

leverage funding from both private and public agencies in this area due to the amount of poverty. This means that the city can "stretch" its dollars even more in this area. In an economic downturn, cities are forced to look for additional funding. To the greatest extent feasible, funding will be targeted in these geographic areas. However, in order to ensure the timely expenditure of funds, activities will continue to be funded on a first-come first-served basis.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

In an attempt to address the barriers to developing affordable housing, the City of Concord will continue to create single-family affordable housing opportunities. Moreover, we will continue to try and leverage additional dollars for multi-family affordable housing. Properties are currently owned or acquired by the City. Upon acquisition and installation of infrastructure, the City then makes lots available to build by the City or non-profit agencies for development. All non-profit proposals are accepted based on a reasonable price per square foot and the non-profits or private developer's ability to meet building specifications as required by the Request for Proposal. Purchase of land and improvements increase the affordability of the lot or units, which in turn drives the cost down for the potential tenant. As lots or units are sold, leased, or rented - a portion of the funds may be recaptured to fund future developments.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Families below 30 percent of AMI are traditionally served by Public Housing. The Concord Housing Department owns and operates 174 units of public housing. These units are spread out amongst eight (8) locations within the city limits. The CHD has control over 715 Housing Choice Vouchers at this time. There are 73 units of Elderly Section 8 vouchers.

The CHD has reported that there is a waiting list of 672 families at or below 30 % of Area Median Income, with an annual turnover rate of about 15 %. Furthermore, there are 602 families at or below 30 percent on the waiting list for Section 8 assistance. CHD has not taken Section 8 applications for the past five years (5). They are currently at 90% of Fair Market rent to help ensure that they can help as many families as possible.

Actions planned during the next year to address the needs to public housing

- Produce new affordable units
- Maintain current units
- Provide grants for resident self-sufficiency
- Establish program for residents to pursue homeownership opportunities
- Make improvements to energy saving items

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Concord and the Concord Housing Department have worked together over the past five (5) years.

During this time, we have worked with the Concord Housing Department staff to provide affordable housing options to public housing residents that are preparing for homeownership. The City anticipates this partnership continuing to provide housing options as well as the city's down payment assistance (gap funding) program toward homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Concord Housing Department is not a "troubled agency."

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

This section provides an overview of the programs that will be funded in FY20-21 that address the needs of the homeless and those with special needs. Services for homeless individuals and families and persons with special needs will continue to be provided through a network of collaborative partnerships with local non-profit organizations. During the FY20-21 fiscal year the City will allocate \$38,500 in CDBG funding to support public service activities, including those that serve homeless persons.

The City of Concord, in conjunction with the Piedmont Regional CoC, Concord Housing Department, and subrecipients, will provide programs to both reduce and end homelessness. These goals may include, but are not limited to (1) providing funding for homeless essential services to include outreach and counseling, and (2) providing funding for facilities for the homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Concord is committed to the continuance of support for the Piedmont Regional committee Continuum of Care, partnerships with Opportunity House (day shelter/education), Cooperative Christian Ministries and The Salvation Army through programs and services that reduce and eliminate homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Concord is committed to the continuance of support for the regional homeless shelter managed by the Cooperative Christian Ministries. Furthermore, the City is committed to providing resources and assistance to mitigating homelessness before it happens through programs and services that reduce and eliminate

homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The concept of transitional housing has a long history in the fields of mental health and corrections, predating its application to the homeless arena by decades. State and local public mental health and corrections departments developed these residential programs to ease the transition back into regular housing for people leaving mental hospitals or prisons.

Today transitional housing has many other users. These users range from the mentally disabled, to homeless, and to those on the brink of becoming homeless. In the HOME Consortium Service Area, the typical individual or family that stays in transitional housing usually has demonstrated an inability to sustain housing. They have either defaulted on their lease, been evicted from their homes, and/or have a poor credit history.

The City of Concord will not differentiate between the already homeless and those individuals and families who are on the brink of becoming homeless. CDBG funds have been allocated for Public Service activities. Nonprofit organizations will be provided an opportunity to apply for public service funding to assist with shelter operations and delivery of services to the homeless population

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Although the City does not receive ESG assistance, Concord remains committed to assisting partners such as the Cooperative Christian Ministries and other local public service agencies. As mentioned above, the City will make \$38,500 in CDBG funds available to assist with public service activities, including those that meet the needs of homeless persons. In addition, a number of the organizations participating in the CoC provide case management services. Case management focuses on identifying resources within the community and making the necessary referrals to ensure the direct assistance is provided to minimize the risk for homelessness. There are ongoing case management services provided through organizations such as Piedmont Regional CoC Care, CCM, Salvation Army, and Rowan Helping Ministries, and the County (Cabarrus, Rowan, and Iredell) Department

of Social Services.

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

The City of Concord has identified several barriers that impede efforts to develop affordable housing or that make decent, safe, and sanitary housing unobtainable by lower income families in Concord and the HOME Consortium Service Area. Financial barriers to affordable housing exist for both homeowners and renters. Many low and moderate-income families do not have the funds needed for down payment and closing costs for the purchase of a home. The aforementioned barrier coupled with poor credit histories does not make acquiring a home easy.

Many low and moderate-income households lack the homeownership education and job skills necessary to obtain adequate housing. In addition, first-time homebuyers may not fully understand the home buying and lending process, making them less willing or ready to enter into homeownership. For lower income renters, a lack of understanding concerning the laws and requirements of landlords and the rights to tenants can further act as a barrier.

Each HOME PJ must adopt affirmative marketing procedures and requirements for any housing with five 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.

The City of Concord and HOME Consortium members understands that we have population that is in a greater disproportionate need. The Hispanic population is not only a growing population across the nation, but also in the HOME Consortium Service Area. The City has created informational brochures and affordable housing brochures in Spanish. We are also working on having all Community Development documents translated in Spanish. We are encouraging agencies to present the entire home education workshops in Spanish.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In an attempt to address the barriers to developing affordable housing, the City of Concord continues to create affordable housing. The land for the affordable housing development is purchased by the City with funding from approved public funds. Upon acquisition and installation of infrastructure, the City then makes lots available for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Request for Proposal. The purchase of the land and installation of the infrastructure improvements increases the affordability of the lots, while reducing the cost to the homebuyer. As lots are sold to eligible homebuyers, the lot cost is recaptured and used to fund

future developments.

The HOME Consortium Service Area has many low-income residents that have the ability to afford a mortgage payment, but are unable to obtain the goal of homeownership because they cannot save sufficient funds to cover the down payment and closing costs, or they have credit issues that prevent them from obtaining loan approval. We will continue to partner with local non-profit agencies to provide homeownership counseling and workshops for potential homebuyers. The City also recognizes the need for additional affordable rental units for low income households and special needs populations. The City will continue its support of local housing initiatives by ensuring that diverse and affordable housing options are available. The City will also continue to partner with non-profit organizations and for-profit developers.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Continue to provide low to moderate income home owners with a **rehabilitation program** that ensures that their homes are energy efficient, that they are suitable living environments, and remain affordable.

- Complete twenty (20) overall home owner and elderly rehabilitations each year in the 2020 – 2024 Consolidated Plan.
- Provide **Public Service funding** to a variety of agencies.
- Reduce **blight** and dilapidated housing via acquisition and demolition.
- Provide urgent repairs to owner occupied homes when feasible.
- Look at partnering with the private sector, non-profits, and public sector agencies to produce more **affordable housing** units.
- Continuing the partnership (when feasible) with Habitat and Cabarrus County to better meet the rehab needs of residents.
- Invest in new multi-family units when possible - by providing gap funding.
- Continue to cultivate and build training capacity for CHDO's to build single-family homes for both renters and home buyers.
- Continue efforts to support the **special needs** population with both permanent and transitional housing.
- Continue partnering with the Continuum of Care.
- Continue partnering with the 10-year project to end homelessness.

Actions planned to address obstacles to meeting underserved needs

Continue to provide low to moderate income home owners with a **rehabilitation program** that ensures that their homes are energy efficient, that they are suitable living environments, and remain affordable.

- Complete fifteen (15) overall home owner and elderly rehabilitations each year in the 2020 – 2024

Consolidated Plan.

- Provide **Public Service funding** to a variety of agencies.
- Reduce **blight** and dilapidated housing via acquisition and demolition.
- Enhance partnerships with service providers as well as leverage local City funds.
- Provide urgent repairs to owner occupied homes when feasible.
- Look at partnering with the private sector, non-profits, and public sector agencies to produce more **affordable housing** units.
- Invest in new multi-family units when possible - by providing gap funding.
- Continue to cultivate and build training capacity for CHDO's to build single-family homes for both renters and home buyers.
- Continue efforts to support the **special needs** population with both permanent and transitional housing.
- Continue partnering with the Continuum of Care.
- Continue partnering with the 10-year project to end homelessness.

Actions planned to foster and maintain affordable housing

The City of Concord intends to take the following actions to foster and maintain affordable housing:

1. Increase homeownership opportunities under programs that maximize HOME resources by providing funding for down payment assistance for first-time homebuyers and referring prospective homeowners to homeownership educational workshops.
2. Sustain housing for existing homeowners by providing both CDBG and HOME funds for owner-occupied rehabilitation.
3. Increase homeownership opportunities under programs that maximize HOME and partnership with non-profit developers.
4. Provide funding for the acquisition of blighted, deteriorated, and dilapidated rental structures for rehabilitation or demolition.
5. Provide HOME funding for multi-family homeownership and rental purchase/new construction.
6. Help broker information and refer residents to the necessary resources to help residents seek economic opportunities through youth development programs, job training programs, housing education programs, and personal budget classes.

Actions planned to reduce lead-based paint hazards

Over the next year the Local County Health Departments will continue its efforts to monitor the health and safety risks created by lead-based paint. The Health Department will continue to administer the Lead Poisoning Prevention Program. The Lead Poisoning Prevention Program is targeted to children birth to 6 years of age and

provides screening for elevated blood lead. The program also educates parents on how to prevent lead poisoning in their child. Older children are screened if lead poisoning is found in younger siblings or close contacts. There are no charges for lab services/consultation for this service at the respective County Health Departments. In addition, through the Residential Rehabilitation program, the City will continue to conduct lead testing on homes constructed before 1978. If lead-based paint is found, and if economically feasible, the lead will be removed or encapsulated. All contractors must have the proper lead certifications. Lead based paint brochures are also provided to applicants applying for rehabilitation assistance.

Actions planned to reduce the number of poverty-level families

Concord housing programs inherently address poverty by creating housing opportunities for low income households. Without these housing opportunities many low-income households would not be able to afford housing rehabilitation costs or to purchase a home. Furthermore, funding through the CDBG Public Service line item allows transitional housing providers such as the Cooperative Christian Ministries to assist those families and individuals who normally reside in impoverished conditions. They are able to do so through job training and educational programs. The strategy is to find suitable employment for people, thus reducing the number of those in poverty.

Actions planned to develop institutional structure

The City of Concord will continue to provide program delivery services through the process established for administering the HOME and CDBG federal funds. Nonprofit agencies are helpful to the City of Concord's institutional structure. Agencies such as: Habitat for Humanity, Concord Housing Department, Concord Family Enrichment Association, Piedmont Regional CoC, Cooperative Christian Ministries, Salvation Army, and United Way are only some of the valuable non-profits that the City relies on within its delivery structure.

There are several city departments/divisions that assist in carrying out the Community Development's Housing activities. These include, but are not limited to the Planning and Neighborhood Development Department, Engineering Division, and the GIS Department. Cabarrus County government is also a partner in the city's community development activity. They assist with the Continuum of Care and the Homeless programs.

The Planning and Neighborhood Development Department has primarily worked with three (3) CHDO's through the HOME Consortium over the past five (5) years, but staff intends on pursuing other non-profits to serve as additional resources in housing delivery. Staff also works with a variety of sub-recipients who utilize the Public Service dollars. These non-profits provide programs that assist with education, crisis assistance, workforce development, domestic violence treatment, and small business counseling.

Staff also anticipates that we will be partnering with private industry over the next five (5) years. We understand that in order to continue our level of service amidst the current economic conditions – partnerships are paramount

Actions planned to enhance coordination between public and private housing and social service agencies

During the next year, we will continue to collaborate with the local organizations in an effort to stay abreast of emerging issues and trends. We intend to continue attending meetings and to actively serve on many of the housing and human services committees. This will allow the City to provide a broad-based community development plan with constant updates of goals and objectives.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	16,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	16,000

Other CDBG Requirements

1. The amount of urgent need activities	25,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Local jurisdictions will be providing general funding investments in HOME projects and activities to help satisfy match requirements. The North Carolina Housing Finance Agency in partnership with eligible HOME

Consortium Members will provide up to \$20,000 in down payment assistance.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In accordance with the applicable homebuyer recapture/resale provision outlined in 24 CFR Part 92.254, City of Concord has adopted the recapture provision. Concord and HOME consortium members provides direct HOME subsidy, on a pro-rata basis, to eligible homebuyers, which includes down payment assistance and closing costs. The HOME Consortium provides HOME funds to its CHDO's to develop affordable housing. HOME Consortium CHDO's have adopted the HOME recapture provision.

All CHDO's, sub-recipients and all entities who administer HOME programs will follow recapture provisions that have been adopted by the City of Concord and HOME Consortium. The City requires the recapture of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period.

Net sales proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage, sales commission, the original homebuyer's down payment and the cost of any property improvements made by the original homebuyer. To the extent that net proceeds are available at closing, all of the HOME funds are due and payable. In the event of foreclosure, the Lender may not require the Borrower to repay an amount greater than the net proceeds available after the foreclosure sale. The recapture provision is enforced through execution of a Declaration of Deed Restrictions, which identifies the period of affordability, primary residency requirement, and term and conditions required when using the recapture provision.

Homebuyer assistance may be used for down payment assistance or closing costs Borrower's income cannot exceed 80% of the area median income adjusted by family size as published annually for the Charlotte, NC MSA. Maximum loan amounts of up to \$7,500 is available for houses purchased in Concord city limits. Loans will be amortized over five-year period at 0% interest. If the property is disposed voluntary, involuntary or is in default, the percentage for repayment is based on the actual year.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement/contract. Should the agency fail to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of the HOME Consortium, are not considered to be CHDO proceeds but shall be used by the CHDO's to provide affordable housing in the HOME Consortium Service Area.

Recaptured HOME funds provided by an agency other than a CHDO, will be recaptured by City of Concord to be used for eligible HOME activities in accordance with the requirements of the HOME statute and

regulations, in the same manner as program income.

The recapture provision will ensure that each HOME assisted unit will remain affordable for a period of time determined by the recapture schedule below, established in accordance with 24 CFR 92.254(a)(4):

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Housing Rehabilitation Assistance will be offered to persons/families with incomes up to but not greater than 80% of the area median income adjusted by family size and as published annually for the Charlotte, NC MSA. For households with incomes less than 50% of the area median income, a 0% deferred loan will be offered up to 100% percent of house equity for rehabilitation assistance. For households with incomes from 50% to 80 percent of the median area income, loans will be offered at 50% of the loan amount as a deferred at 0% and the other 50% of the loan amount is paid back at 2% with the term not to exceed the affordability period. Deferred loans are forgiven at a rate equally distributed over the affordability period and are designed to satisfy at the end of the term. Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of HOME Consortium, are not considered to be CHDO proceeds but shall be used by the CHDO's to provide affordable housing in the HOME Consortium Area.

Old Wilshire Ave. Extension (Abandoned)



Petition for Closure of Right-of-Way

(Type or print in black ink)

Applicant: New South Enterprises LLC Date: 11-20-19

Applicant's address: PO Box 1446 HARRISBURG NC 28075

Applicant's telephone: Home: Work: 704-605-8276

Location of right-of-way proposed for closure (name, paved, unpaved, etc.):

STARTS AT 1115 Old CHARLOTTE ROAD END AT INTERSECTION OF WILSHIRE AVE. in front of 743 & 741 WILSHIRE AVE

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

Name: Address: N/A Name: Address: N/A

Name: Address: Name: Address:

Reason for Petition for Closure of Right-of-Way: I OWN ENTIRE FRONTAGE OF ABANDONED ROAD.

Signature(s) of applicant(s): [Signature] New South Enterprises LLC (president) Date: 11-20-19

- 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

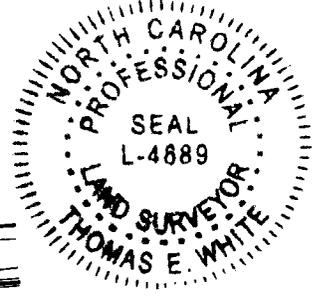
THIS IS TO CERTIFY THAT THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION AND THAT THE EXHIBIT WAS PREPARED FOR THE PURPOSE OF RIGHT OF WAY ABANDONMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.

DATE OF EXHIBIT 6/24/2020

SIGNED Thomas E. White
PROFESSIONAL LAND SURVEYOR

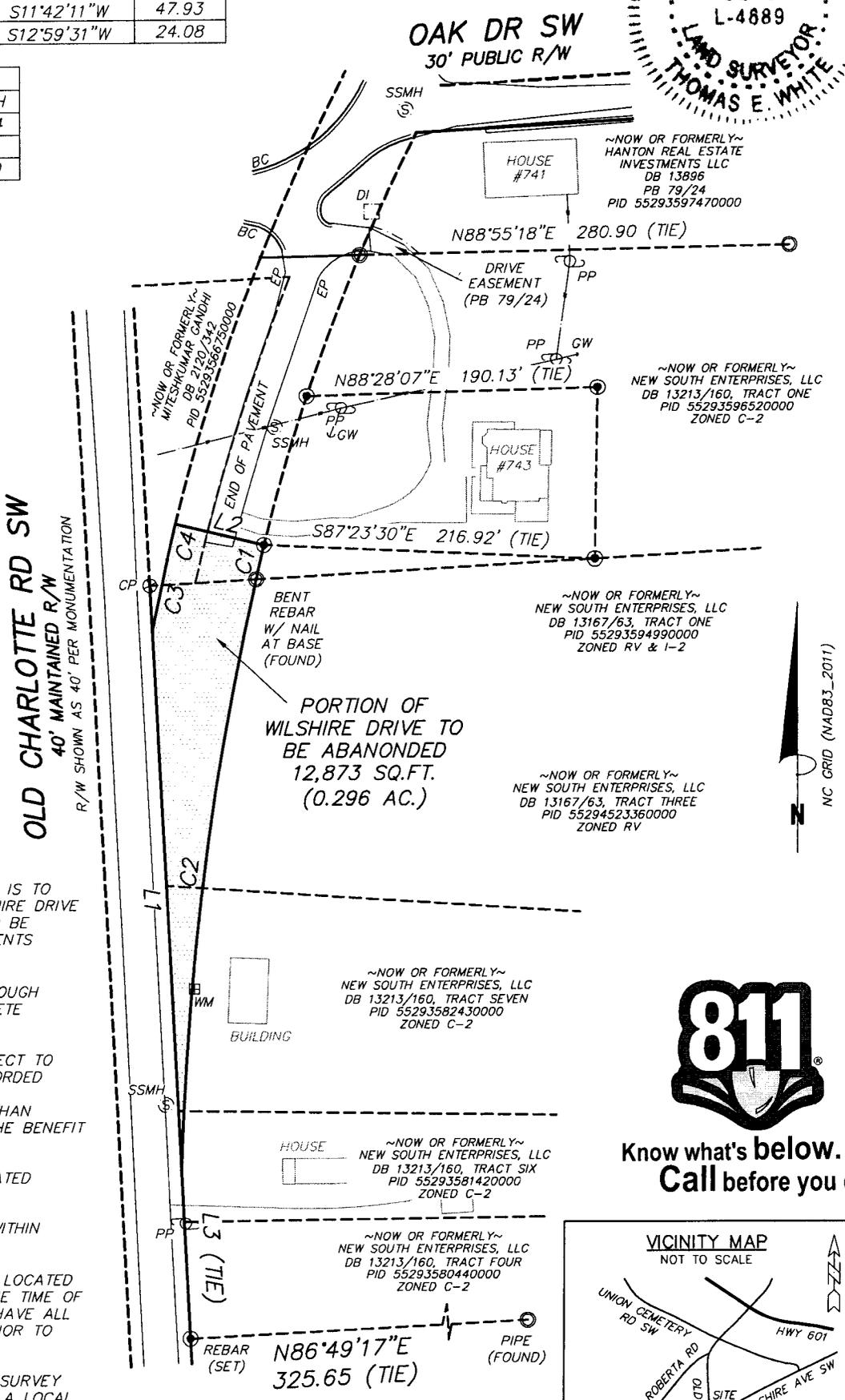
CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1272.15	23.00	S12°59'31"W	23.00
C2	2000.00	397.37	S06°59'48"W	396.72
C3	1782.16	47.93	S11°42'11"W	47.93
C4	1332.15	24.09	S12°59'31"W	24.08

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°10'43"W	360.34
L2	S76°29'24"E	60.00
L3	N03°10'43"W	130.00

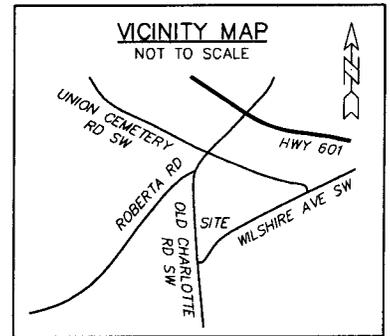


- LEGEND:**
- EIP = EXISTING IRON PIN
 - OIP = OLD IRON PIPE
 - SIP = SET IRON PIN
 - ⊗ CP = CALCULATED POINT
 - R/W = RIGHT OF WAY
 - PWR = POWER PAD
 - PP = POWER POLE
 - LP = LIGHT POLE
 - WM = WATER METER
 - DI = DROP INLET
 - SSMH = SANITARY SEWER MANHOLE
 - BC = BACK OF CURB

- NOTES:**
1. THE PURPOSE OF THIS EXHIBIT IS TO DESCRIBED THE PORTION OF WILSHIRE DRIVE PUBLIC RIGHT OF WAY THAT IS TO BE ABANDONED. NOT ALL IMPROVEMENTS AND/OR UTILITIES ARE SHOWN.
 2. BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN. NOT A COMPLETE BOUNDARY SURVEY.
 3. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
 4. AREA COMPUTED BY COORDINATED METHOD.
 5. NO NCGS MONUMENT FOUND WITHIN 2000'.
 6. UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
 7. THIS MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND REDEVELOPMENT REGULATIONS & HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR MAPS



Know what's below.
Call before you dig.



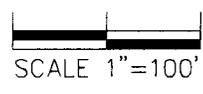
RIGHT OF WAY ABANDONMENT EXHIBIT
A PORTION OF

WILSHIRE DRIVE

CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

NEW SOUTH ENTERPRISES LLC

CAROLINA SURVEYORS, INC
P.O. BOX 267
PINEVILLE, N.C. 28134
(704) 889-7601
FAX: (704) 889-7614
CERTIFICATE OF AUTHORIZATION
NC: C-1242 SC: 886



SURVEYED FOR _____
MAP RECORDED IN BOOK 79 AT PAGE 24 DEED RECORDED BOOK _____ PAGE _____
DRAWN BY NB/TW FIELD WORK _____ FIELD BOOK # _____

2018\BAT\OLD CHARLOTTE RD SW
2019\O\OLD CHARLOTTE RD SW
PROJECT: 18-0338

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 a portion of right of way of the former alignment of Wilshire Ave. SW between Old Charlotte Rd. SW and the new alignment of Wilshire Ave SW.

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

(1) In conjunction with the City of Concord City Council's August meeting, the Council will consider a resolution on the closure of right of way of the former alignment of Wilshire Ave. SW the area described as follows:

BEGINNING AT A REBAR FOUND ON THE EASTERN RIGHT OF WAY OF WILSHIRE DRIVE AS SITUATED IN THE CITY OF CONCORD, NUMBER 11 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA AND BEING THE SOUTH WESTERN CORNER OF TRACT 1 AS SHOWN ON MAP BOOK 82, PAGE 54 OF THE CABARRUS COUNTY REGISTRY; THENCE SOUTH ALONG SAID RIGHT OF WAY WITH AN ARC TO THE LEFT HAVING A LENGTH OF 23.00' AND A RADIUS OF 1272.15 AND A CHORD BEARING OF S12°59'31"W WITH A CHORD DISTANCE OF 23.00' (C1) TO A POINT; THENCE CONTINUING WITH AN ARC TO THE LEFT HAVING A LENGTH OF 397.37' AND A RADIUS OF 2000.00' WITH A CHORD BEARING OF S06°59'48"W AND A DISTANCE OF 396.72' (C2) TO A POINT ON THE WESTERN MARGIN OF WILSHIRE DRIVE RIGHT OF WAY; THENCE CONTINUING WITH THE WESTERN MARGIN A BEARING OF N03°10'43"W AND A DISTANCE OF 360.34' (L1) TO A POINT; THENCE WITH AN ARC TO THE RIGHT HAVING A LENGTH OF 47.93' AND A RADIUS OF 1782.16 WITH A CHORD BEARING OF N11°42'11"E CHORD DISTANCE OF 47.93' (C3) TO A POINT; THENCE WITH AN ARC TO THE RIGHT HAVING A LENGTH OF 24.09' AND A RADIUS OF 1332.15 WITH A CHORD BEARING OF N12°59'31"E AND A CHORD DISTANCE OF 24.08' (C4) TO A POINT; THENCE WITH A BEARING OF S76°29'24"E AND A DISTANCE OF 60.00' TO THE POINT OF BEGINNING AND CONTAINING 0.296 ACRE, MORE OR LESS, as shown on map titled, "Right of Way Abandonment Exhibit, A Portion of Wilshire Drive," by Carolina Land Surveyors, Inc. dated June 24, 2020, reference is made for a more complete description.

(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.

(5) The exact date of the hearing, whether August 11 or August 13, at 6 PM, and appropriate means of participation will be published with the first advertisement of the public hearing on July 19, 2020 in the *Independent Tribune*.

Adopted this 9th day of July, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, 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	
680-4357000	State Aid	946,454	1,101,454	155,000
Total				155,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5194000	Contract services	267,378	422,378	155,000
Total				155,000

Reason: Professional services for Tree obstruction project.

Adopted this 9th day of July, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Sapphire Hills

Erosion Control Project

Project Amount - \$9,400.00

Request \$3,000.00 in matching grant funds to support the erosion control project. The project will reduce and prevent erosion by implementing controls in 3 areas of the neighborhood to include: adding rip rock or equal solution in one area, constructing a retaining wall in another area, and building up and reinforce ground where residents will plant perineal ground cover, wild flowers and grasses to reduce the risk of erosion. Neighbor volunteers will help to install the ground cover including planting evergreens, grass, and wildflowers as well as watering in the seeds.

Christenbury

Nature Trail Improvements - Install additional amenities

Project Amount - \$ 6,250.00

Request \$3,000.00 matching grant to help with efforts to add additional amenities along the neighborhood nature trail. The neighborhood has a heavily used activity trail which connects different areas of the neighborhood. This project will include improvements to an existing deck to install a handicap accessible ramp and new handrails as well as adding benches and a table, five fitness stations, and an educational display to highlight local wildlife like beavers, minks, herons, and snakes. Volunteer neighbors will help with installation to reduce labor cost.

Lanstone

Safety Project (sidewalk/LED lights)

Project Amount - \$ 3,300.00

Request \$2,095.00 in matching grant to install a section of a sidewalk along one of the neighborhood roads which currently has an incomplete sidewalk and installation of solar lights to increase visibility. Those in wheelchairs are not able to navigate through the grassy areas. They must detour off the current sidewalks into the streets thus making them feel very "unsafe" by doing so. Neighbors will volunteer time to plant grass seeds and water in seeds and to install and adjust the solar lights.

Moss Creek

Decorative Street Sign Post Project

Project Amount - \$6,138.86

Request \$3,000 in matching grant funds to support the purchase and installation of 5 decorative street sign post, which includes 1 Aluminum Fluted Black Powder Coated post on stop sign and 4 Aluminum Fluted Black Powder Coated post on street name signs.

Highland Creek

Street Lighting for Safety Project

Project Amount - \$9,650.00

Request \$3,000.00 in matching grant funds to support the purchase and installation of 3 LED street lights in the area of the roundabout at the Sports Club Complex which serves as the main clubhouse for the community) to provide lighting of streets, sidewalks, and parking area. The decorative street lighting will provide more lighting consistent with other areas of the community and provide a more secure environment.

Not recommended for funding:

Glen Grove

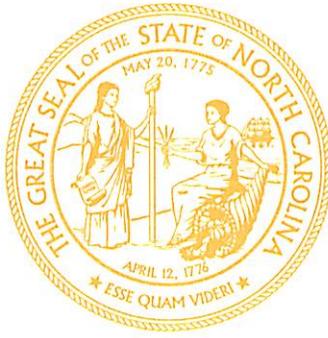
Landscaping at Pool and Front entrance

Project Amount - \$5,875.00

Request \$3,000.00 to support landscaping project at pool and front entrance area to include installation of shrubbery - 12 Ligustrum, 7 red drift roses, 9 abelia rose creek with bermuda sod and pine needles, and installation of drip irrigation system. The committee determined that elements of the project did not provide a public benefit (specifically at the pool site) and that included activities such as hiring a landscape company to install drip irrigation is not an eligible fundable activity as the maintenance of landscaping would be the normal responsibility of the homeowners association and grant funds should not be used for that purpose.

Neighborhood Matching Grant Program - 2020 Requests

Aplicant No.	Neighborhood	Project Description	Project Amount	Grant Amount Requested	Cash Match	Value of Donations	Sweat Equity	Total Match	Score
1	Logan	Food Distribution (HNIN)	\$6,000.00	\$3,000.00	\$500.00	\$1,150.00	\$1,350.00	\$3,000.00	94
2	Gibson Village	Community Festival	\$4,783.50	\$3,000.00	\$0.00	\$1,500.00	\$1,500.00	\$3,000.00	90
3	Oak Park	Playground Enhancement Project	\$6,458.00	\$3,000.00	\$1,400.00	\$1,500.00	\$558.00	\$3,458.00	96
4	Hiden Pond	Signage Project	\$2,307.00	\$1,273.00	\$1,153.50	\$0.00	\$120.00	\$1,273.50	92
5	Sapphire Hills	Landscaping	\$9,400.00	\$3,000.00	\$6,400.00	\$300.00	\$200.00	\$6,900.00	92
6	Christenbury	Trail Improvement Project	\$6,250.00	\$3,000.00	\$4,800.00	\$250.00	\$1,200.00	\$6,250.00	95
7	Lanestone	Safety Project	\$3,278.00	\$2,095.00	\$1,352.00	\$368.00	\$375.00	\$2,095.00	83
8	Moss Creek	Decorative Street Sign Project	\$6,138.86	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	76
9	Highland Creek	Decorative Street Lighting Project	\$9,650.00	\$3,000.00	\$6,650.00	\$0.00	\$0.00	\$6,650.00	79
10	Glen Grove	Landscaping	\$6,458.00	\$3,000.00	\$1,400.00	\$558.00	\$1,500.00	\$3,458.00	65
Total			\$60,723.4	\$27,368.00	\$26,655.5	\$5,626.0	\$6,803.00	\$23,881.50	



State of North Carolina

ROY COOPER
GOVERNOR

March 31, 2020

EXECUTIVE ORDER NO. 124

ASSISTING NORTH CAROLINIANS BY PROHIBITING UTILITY SHUT-OFFS, LATE FEES, AND RECONNECTION FEES; PROVIDING GUIDANCE ABOUT RESTRICTIONS ON EVICTIONS; AND ENCOURAGING TELECOMMUNICATIONS PROVIDERS, BANKS, AND MORTGAGE SERVICERS TO PROVIDE ASSISTANCE AND FLEXIBILITY TO THEIR CUSTOMERS

WHEREAS, on March 10, 2020, the undersigned issued Executive Order No. 116 which declared a State of Emergency to coordinate the State’s response and protective actions to address the Coronavirus Disease 2019 (COVID-19) public health emergency and to provide for the health, safety, and welfare of residents and visitors located in North Carolina (“Declaration of a State of Emergency”); and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, *et seq.* and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared that the COVID-19 pandemic in the United States constitutes a national emergency, retroactive to March 1, 2020; and

WHEREAS, the undersigned has issued Executive Order Nos. 117 – 122 for the purposes of protecting the health, safety and welfare of the people of North Carolina; and

WHEREAS, on March 25, 2020, the President of the United States, pursuant to Section 401 of the Stafford Act, approved a Major Disaster Declaration, FEMA-4487-DR, for the State of North Carolina; and

WHEREAS, the North Carolina Department of Health and Human Services (“NCDHHS”) has confirmed the number of cases of COVID-19 in North Carolina continues to rise and has lab documentation that community spread has occurred; and

WHEREAS, hospital administrators and health care providers have expressed concerns that unless the spread of COVID-19 is limited, existing health care facilities may be insufficient to care for those who become sick; and

WHEREAS, to mitigate further community spread of COVID-19 and to reduce the burden on the state's health care providers and facilities, it is necessary to limit person-to-person contact in workplaces and communities; and

WHEREAS, such limitations on person-to-person contact are reasonably necessary to address the public health risk posed by COVID-19; and

WHEREAS, due to the State of Emergency, many North Carolinians must stay home, many must also work from home, and many businesses have been ordered closed, to slow the spread of COVID-19, and any dislocations that require people to leave their homes increase the risk of spread; and

WHEREAS, any disruptions or dislocations that would require people to leave their homes increase the risk of spread of COVID-19; and

WHEREAS, the economic effects of the pandemic have broadly affected utility customers across the state; and

WHEREAS, utility services are essential to the continued health and safety of residential utility customers, to the ability of workers and employers to engage in teleworking, and to the continued economic viability of business utility customers, even as the economic effects of the pandemic threaten customers' ability to pay for those utility services; and

WHEREAS, on March 19, 2020, the North Carolina Utilities Commission ("Utilities Commission" or "Commission") issued an Order Suspending Utility Disconnections for Non-Payment, Allowing Reconnection, and Waiving Certain Fees; and

WHEREAS, the Utilities Commission's March 19, 2020 order applied to only some of the utilities that are necessary for the continued well-being of North Carolina residents and the continued viability of North Carolina businesses; and

WHEREAS, the undersigned has determined that it is in the best interest of the people of North Carolina to enact, for all utilities, prohibitions and restrictions similar to and consistent with the Utilities Commission's March 19, 2020 order; and

WHEREAS, during this emergency, North Carolinians rely heavily on mass media and telecommunications systems as part of multiple critical activities, including (1) the public dissemination of critical information regarding governmental orders and advisories in response to COVID-19, including stay at home orders, shifts in the public school calendar, and announcements regarding the availability of resources; (2) educational activities, as students and educators have been required to stay at home but are continuing to participate in educational and instructional activities, many of which require the use of online resources and means of communication; (3) the provision of remote tele-medicine services, as urged by NCDHHS, to preserve healthcare system capacity to address the COVID-19 pandemic; and (4) teleworking that allows many businesses, non-profits, governmental agencies, and other organizations to continue to carry out their essential functions; and

WHEREAS, to minimize the possibility of mandatory measures that may need to be taken in the future, the undersigned urges all telecommunications companies serving North Carolina customers to voluntarily provide flexibility to their customers, including through the measures set forth below; and

WHEREAS, the economic effects of the COVID-19 pandemic have led to loss of income for many in North Carolina, making it difficult for many to make timely rental housing payments, creating a risk of eviction; and

WHEREAS, evictions and disconnections of utility services would exacerbate public health and safety risks because of dislocated customers; and

WHEREAS, in orders issued on March 13 and March 19, 2020, the Chief Justice of the Supreme Court of North Carolina exercised her authority under N.C. Gen. Stat. § 7A-39(b)(2) to order most district court and superior court proceedings to be scheduled or rescheduled no sooner than April 17, 2020; and to order that pleadings, motions, notices, and other documents and papers that were or are due to be filed in any county of this state on or after March 16, 2020 and before the close of business on April 17, 2020 in civil actions, criminal actions, estates, and special proceedings shall be deemed to be timely filed if they are filed before the close of business on April 17, 2020; and to order that all other acts that were or are due to be done in any county of this state on or after March 16, 2020 and before the close of business on 17 April 2020 in civil actions, criminal actions, estates, and special proceedings shall be deemed to be timely done if they are done before the close of business on April 17, 2020; and

WHEREAS, the U.S. Department of Housing and Urban Development issued an order dated March 18, 2020, imposing a sixty (60) day moratorium on evictions and foreclosures for single family homeowners with FHA-insured mortgages; and

WHEREAS, the undersigned and the Attorney General wish to provide clear guidance to the public about the effect of the Chief Justice's order on evictions; and

WHEREAS, because of the economic effects of the COVID-19 pandemic, many North Carolinians are enduring financial hardship and financial insecurity; and

WHEREAS, the undersigned encourages North Carolina-licensed or North Carolina-regulated financial institutions, including but not limited to banks and mortgage servicers, to provide assistance and flexibility to their customers; and

WHEREAS, Executive Order No. 116 invoked the Emergency Management Act, and authorizes the undersigned to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, N.C. Gen. Stat. § 166A-19.10(b)(3) authorizes and empowers the undersigned to delegate any Gubernatorial vested authority under the Emergency Management Act and to provide for the subdelegation of any authority; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(7), the undersigned is authorized and empowered to utilize the services, equipment, supplies, and facilities of political subdivisions, and their officers and personnel are required to cooperate with and extend such services and facilities to the undersigned upon request; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(1), the undersigned may utilize all available state resources as reasonably necessary to cope with an emergency, including the transfer and direction of personnel or functions of State agencies or units thereof for the purpose of performing or facilitating emergency services; and

WHEREAS, pursuant to N.C. Gen. Stat. §§ 75-14, 75-15, 114-2(2), and 114-2(8), the Attorney General has the authority to bring civil actions to enforce compliance with the State's Unfair or Deceptive Trade Practices Act, to represent State agencies in litigation, and to institute or intervene in proceedings before any courts and regulatory bodies on behalf of the State and the using and consuming public; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(2), during a Gubernatorially declared State of Emergency, the undersigned has the power to “give such directions to state and local law enforcement officers and agencies as may be reasonable and necessary for the purpose of securing compliance with the provisions of this Article”; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(3), the undersigned may take steps to assure that measures, including the installation of public utilities, are taken when necessary to qualify for temporary housing assistance from the federal government when that assistance is required to protect the public health, welfare, and safety; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(3), the undersigned, with the concurrence of the Council of State, may regulate and control the maintenance, extension, and operation of public utility services and facilities; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(4), the undersigned, with the concurrence of the Council of State, may waive a provision of any regulation or ordinance of a State agency or political subdivision which restricts the immediate relief of human suffering; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(5), the undersigned, with the concurrence of the Council of State, may perform and exercise such other functions, powers, and duties as are necessary to promote and secure the safety and protection of the civilian population; and

WHEREAS, the undersigned has sought and obtained concurrence from the Council of State consistent with the Governor’s emergency powers authority in N.C. Gen. Stat. § 166A-19.30; and

WHEREAS, under the terms of N.C. Gen. Stat. § 166A-19.70(a), utilities are considered critical infrastructure for the State of North Carolina.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1. Assistance for North Carolina Utility Customers

For the reasons and pursuant to the authority set forth above, the undersigned orders as follows:

A. Definitions

1. In this Section of this Executive Order, “Utility Service Providers” means all political subdivisions, organizations, quasi-governmental entities, and businesses that provide directly to end-user residential customers electric, natural gas, water, or wastewater services, as well as all providers of a combination of these services.
2. This Section applies to all Utility Service Providers, regardless whether they are investor-owned public utilities, are private companies, are member-owned cooperatives, or are owned or operated by a political subdivision of the State or a quasi-governmental agency. This Section applies whether services are pre-paid or post-paid.
3. The restrictions placed on Utility Service Providers by this Section should, in cases of any ambiguity, be interpreted to be consistent with the restrictions imposed upon certain Utility Service Providers by the North Carolina Utilities Commission in its March 19, 2020 Order Suspending Utility Disconnections for Non-Payment, Allowing Reconnection, and Waiving Certain Fees, Docket M-2, Sub 158.

B. Prohibiting utilities from terminating service. No Utility Service Provider shall terminate the service of a residential customer for nonpayment. Utility Service Providers may terminate service of a customer when necessary as a matter of safety or when requested by the customer.

- C. **Late fees and payment arrangements.** A Utility Service Provider shall not bill or collect any fee, charge, penalty, or interest for a late or otherwise untimely payment that becomes due from the date of this Executive Order. Customers shall be provided the opportunity to make reasonable payment arrangements to pay off over at least a six (6) month period any arrearages accumulated during the effective period of this Executive Order and any order extending this Executive Order and 180 days thereafter. The six (6) month payoff period shall be calculated from the date of termination of this Section of this Executive Order or, if other applicable Executive Orders extend the protections of this Section, from the date of termination of the last Order that extends such protections; provided, however, that Utility Service Providers subject to the Utilities Commission's March 19, 2020 Order shall remain subject to the terms of that order after this Executive Order expires. No interest or late fee shall be charged on arrearages. No provision in this Executive Order shall be construed as relieving a customer of their obligation to pay bills for receipt of any service covered by this Executive Order.
- D. **Reconnection of service.** A Utility Service Provider is encouraged to reconnect previously disconnected service to the extent practicable and waive any penalties or reconnection fees, and any policies or ordinances that prevent re-connection of disconnected customers are suspended.
- E. **Payment assistance.** NCDHHS and the North Carolina Department of Environmental Quality shall work with Utility Service Providers to publicize payment assistance programs to aid customers, particularly customers qualified for the Low Income Energy Assistance Program, in the payment of their utility bills.
- F. **Notification.** Utility Service Providers shall reasonably inform their customers of the applicable provisions contained in this Executive Order through the means those providers most typically use to communicate urgent messages to customers, such as print, email, SMS text message, Internet, and phone calls. Utility Service Providers shall maintain reasonable records that show the notifications provided under this Section of this Executive Order and to whom those notifications were delivered.
- G. **Duration.** This Section shall remain in effect for sixty (60) days, unless rescinded or superseded by another applicable Executive Order; provided, however, that after that date, the provisions of this Section shall continue to apply to arrearages that accumulated while this Executive Order was in effect.
- H. **Limitations on this Section**
1. This Section applies to all ordinary monthly (or other periodically-issued) charges for service to residential customer locations in North Carolina by all Utility Service Providers, whether for their customers' business or personal use.
 2. This Section does not apply to additional optional services ordered by customers above their usual periodic charges, including, by means of example, options or services that the customer added on or after the date of this Executive Order in addition to their normal services.
 3. This Section does not apply to issuance or collection of special fees or penalties issued to customers for unusual use, such as fines or penalties for improper disposal or charges for extraordinary discharges of wastewater.
- I. **Effect on regulations and ordinances.** The effect of any regulation, policy, or ordinance of a political subdivision or agency of the state inconsistent with this Section is hereby suspended.

- J. **Implementation and enforcement.** The undersigned directs that the North Carolina Utilities Commission monitor responses and provide assistance and guidance to Utility Service Providers, including to the extent possible Utility Service Providers not under the Commission's regulatory jurisdiction, in implementing the provisions of this Section of this Executive Order. Utility Service Providers shall report implementation information weekly to the North Carolina Utilities Commission, including the following: (1) number of accounts by type (e.g., residential or business account) for which service termination was forborne, (2) number of reconnections by type of account, (3) amount of late fees and other penalties not collected, (4) number of accounts on an extended repayment plan, (5) customer notification information, and any other information determined by the Utilities Commission. The Utilities Commission and the Attorney General shall have the authority to enforce the provisions of this Executive Order through any methods provided by current law. The Utilities Commission, and to the extent necessary for any Utility Service Providers not within the Utilities Commission's jurisdiction, the Attorney General may waive provisions in their discretion and order an effective alternative. The Commission shall provide a weekly report to the Governor's Office on implementation of this Executive Order.

Section 2. Guidance on Cable, Telecommunications, and Related Services

- A. Telecommunications, mobile telecommunications, cable, Internet, and wi-fi or wireless Internet service providers are urged to follow the guidelines outlined in Section 1 of this Executive Order, including the following measures:
1. Ceasing, for the duration of this State of Emergency, termination of customers' service for nonpayment; and
 2. Waiving any fee, charge, penalty, or interest for a late or otherwise untimely payment that has come due or becomes due during the State of Emergency; and
 3. Allowing customers to make reasonable payment arrangements to pay off, over at least a six (6) month period, any arrearages that accumulate during the effective period of this Executive Order, starting after the end of this State of Emergency; and
 4. Reconnect, to the extent feasible, practicable and appropriate, any customers who wish to be re-connected during the duration of this State of Emergency, with penalties and reconnection fees waived.
- B. In addition to the provisions included in this Section, all telecommunications service providers are urged to lift or greatly expand data caps where they have not done so already.
- C. The undersigned requests that the Attorney General convene cable, telecommunications, and related service providers in the state to identify specific and effective measures they can take individually and collectively to ensure that necessary services continue to be provided to people in the State of North Carolina to the maximum extent practicable.

Section 3. Guidance Concerning Eviction Proceedings

As guidance to North Carolinians, the undersigned highlights and explains the effect on evictions of the March 13, 2020 and March 19, 2020 orders by the Chief Justice of the North Carolina Supreme Court. The Attorney General has consulted with the undersigned on this Section of this Executive Order and joins in this guidance.

Pursuant to the Chief Justice's orders referenced above, there should be no new eviction proceedings until the orders expire. The current expiration date is April 17, 2020, unless extended by further order of the Chief Justice.

During this time period, there should also be no new rental bonds due.

The Clerks of Superior Court may, in their discretion, delay, until regular court operations resume, issuing Writs of Possession for Real Property, which are the legal documents under which sheriffs perform evictions. The undersigned and the Attorney General strongly encourage all Clerks of Superior Court to follow the spirit of the Chief Justice's order and to hold the issuance of all Writs of Possession of Real Property until April 17 or any later date subsequently ordered.

Further, the undersigned and the Attorney General strongly encourage sheriffs to delay, until regular court operations resume, the execution of any Writs of Possession for Real Property that have already been issued, consistent with the spirit of the order and in support of public health and public safety.

Finally, the undersigned and the Attorney General strongly encourage all property owners to work with tenants to the best of their abilities to implement payment plans and avoid evictions, in light of the State of Emergency in North Carolina, including cancelling pending evictions by notifying the relevant Sheriff's Office. Similarly, the undersigned and the Attorney General strongly encourage all lenders to work with property owners to the best of their abilities to provide loan payment flexibility that enables property owners to avoid evictions of tenants, in light of the State of Emergency in North Carolina.

Section 4. Assistance for Bank and Mortgage Companies' Customers

For the reasons and pursuant to the authority set forth above:

- A. The undersigned urges that all North Carolina-licensed or -regulated (i) banks, (ii) savings banks, (iii) savings and loan associations, (iv) trust companies, (v) mortgage-lenders, (vi) servicers, (vii) brokers and mortgage loan originators, (viii) consumer finance companies, (ix) check cashers, (x) money transmitters or prepaid card providers, (xi) tax refund anticipation loan facilitators, and (xii) credit unions operating in the State of North Carolina should immediately implement the following reasonable and prudent measures for individual and business customers who are North Carolina residents and can demonstrate financial hardship caused by COVID-19.
1. Waive overdraft fees.
 2. Extend new credit to creditworthy borrowers on lenient terms, subject to safety and soundness considerations.
 3. Waive late fees for credit card and other loan balances.
 4. Waive automated teller machine (ATM) fees.
 5. Increase daily ATM daily cash withdrawal limits.
 6. Increase credit card limits for creditworthy customers.
 7. Lower or waive fees on prepaid credit or debit cards.
 8. Waive early withdrawal penalties on time deposits.
 9. Offer payment accommodations, such as allowing loan customers to defer payments at no cost, extending the payment due dates or otherwise adjusting or altering terms of existing loans, which would avoid delinquencies, trigger events of default or similar adverse consequences.
 10. Cease reporting derogatory information (e.g., late payments, but not including forbearances) to credit reporting agencies for a period of ninety (90) days.

11. Ensure that customers do not experience a disruption of service if financial institutions close their physical offices. This may include shifting call centers to teleworking, making services available through Internet chat, or other electronic avenues for customers to continue to manage their accounts and to make inquiries.
 12. Alert customers to the heightened risk of scams and price gouging during the COVID-19 pandemic.
 13. Notify customers by various means, including but not limited to the entity's website, apps, and (if authorized by the customer) texts or emails, to explain the above-listed assistance being offered to customers.
- B. The undersigned urges that all entities covered by Subsection A of this Section that service mortgages ("mortgage servicing entities") shall voluntarily, but immediately take actions to alleviate the adverse impact caused by COVID-19 on those North Carolina resident mortgage borrowers ("mortgagors") who attest that they are not able to make timely payments. Mortgage servicing entities are urged to take the following reasonable and prudent actions to support those adversely impacted mortgagors:
1. Forbear mortgage payments for at least 180 days from their due dates and give mortgagors the option to extend loan terms by that number of days without a lump sum payment due at the end of the forbearance period.
 2. Refrain from reporting late payments to credit reporting agencies for at least 180 days.
 3. To the extent possible under existing law, offer mortgagors an additional ninety (90) day grace period to complete trial loan modifications, and ensure that late payments during the COVID-19 pandemic do not affect their ability to obtain permanent loan modifications.
 4. Waive late payment fees and any online or telephonic payment fees for a period of ninety (90) days.
 5. Postpone foreclosures and evictions for at least ninety (90) days.
 6. Notify customers by various means, including but not limited to the entity's website, apps, and (if authorized by the customer) texts or emails, to explain the above-listed assistance being offered to customers.

Section 5. Savings Clause

If any provision of this Executive Order or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

Section 6. Distribution

I hereby order that this Executive Order be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the State of Emergency would prevent or impede such filing; and (3) distributed to others as necessary to ensure proper implementation of this Executive Order.

Section 7. Effective Date

This Executive Order is effective immediately. This Executive Order shall remain in effect for sixty (60) days unless rescinded or replaced with a superseding Executive Order. An Executive Order rescinding the Declaration of a State of Emergency will automatically rescind this Executive Order.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 31st day of March in the year of our Lord two thousand and twenty.



Roy Cooper
Governor

ATTEST:



Rodney S. Maddox
Chief Deputy Secretary of State



**CITY OF CONCORD
PAYMENT PLAN**

The City of Concord recognizes that the COVID-19 pandemic has created financial hardships for some of our residential customers. In an effort to assist with those hardships, the City of Concord will offer payment plans for customers unable to pay their bills with due dates between March 31, 2020 and July 29, 2020. Payment plans will require the following:

- 1. The amount included in the payment plan must be paid as agreed upon, in addition to your current monthly utility bill.**
- 2. Monthly consumption charges incurred after July 29, 2020 along with the payment plan amount must be paid by your due date each month.**
- 3. Any past due account balance accrued prior to the Executive Order will need to be paid immediately.**

Failure to follow a payment plan may result in disconnection of your utility services. The City of Concord reserves the right to disconnect service if you do not abide by the terms of the agreement.

If utility services are disconnected for failure to follow a payment plan, reconnection will only be possible after full payment of any outstanding account balance.

To enter a payment plan, please contact Customer Care at 704-920-5555 or visit the Customer Care page of the City of Concord’s website at www.concordnc.gov.

**Customer Care
City of Concord
704-920-5555
custcare@concordnc.gov**

**City of Concord
Utility Payment Plan Agreement**

Name: _____
Account Address: _____
Account #: _____
Past Due Balance: \$ _____ (as of _____)

I agree that my current past due balance is \$ _____. In order to payoff the past due balance no later than six months from the date of this payment plan and bring my account current, I agree to pay a minimum of \$ _____ per month beginning _____, in addition to my current monthly bill. I understand that I remain responsible for paying my current monthly bill on or prior to its due date.

I understand that, after July 29, 2020 (or termination of the Governor’s Executive Order 124 amended by Executive Order 142), my utility services may be disconnected until my balance is paid in full if I do not make the monthly payments agreed to in this payment plan or do not pay the full amount of my current month bill.

My current contact information is:

Mailing Address: _____

Email: _____

Phone: _____

I acknowledge and agree to the terms of this payment plan.

Account Holder Signature

Date

City of Concord Representative

PAYMENT EXTENSION PROCESS IS CHANGING

The City of Concord is changing the process for utility services payment extensions, effective October 1, 2019.

Customers often need more time to pay their utility bills. The payment extension process is the method City staff applies to aid qualifying customers in getting their bill caught up. The payment extension process is part of the City's Customer Service Policies and Procedures (Section 3.12). City staff strives to be more efficient and has reviewed the payment extension process that other utility providers have implemented. It is the City's objective to collect all utility fees owed but also to work with our customers and offer options which allow the customer time to satisfy their outstanding balance.

Customers requesting extensions of time to pay their utility bill will be given an extension of 2 weeks to make their payment. A payment extension agreement that extends beyond 2 weeks would be considered an exception to the City's policy. A customer may have one payment extension every 3 months if the customer successfully completes the prior payment extension agreement. No extensions will be given on the first bill or the deposit due to the City.

Payment extensions are intended to aid the customer in catching up their bill, not to allow the customer to only pay a small amount while the bill continues to increase to an amount that the customer would not be able to pay. The new payment extension process will help customers avoid accumulating large bills.

Any exceptions to a 2 week payment extension would be handled individually by staff.

FREQUENTLY ASKED QUESTIONS

- **What if I already have a payment agreement with the City?**

Current payment agreements will be honored. Once the current payment agreement is complete, any new agreement that is requested would follow the new procedures that go into effect on October 1, 2019.

- **Who qualifies for a payment extension?**

Each customer's history will be reviewed to determine if the payment extension option is available. If a customer has a good payment history and all previous payment extension agreements have been honored, a customer qualifies for a payment extension once every 3 months. No extensions are granted for first bills or deposits.

- **How do I get a payment extension?**

If you are requesting a payment extension for 2 weeks or less, you may contact Customer Care at (704) 920-5555, or you may also visit the City's Customer Care Department located on the 2nd floor of City Hall, 35 Cabarrus Avenue West. Any Customer Care coworker will be able to assist you with a 2 week extension agreement.

- **What happens if I do not keep my payment extension agreement?**

Service will be disconnected without further notice and all amounts due to the City will be due and payable before service is restored. *A payment agreement extension contract will not be available in the next quarter (next 3 months) with a broken promise of an agreement.*

City's Response to the Expiration of COVID 19 Executive Order 124 (EO 124) Amended by Executive Order 142 (EO 142)

As of March 31, 2020, Executive Order (EO 124) required the City to suspend disconnection of residential accounts for non-payment and the order also required the suspension of late payment penalties on residential accounts that came due during the period defined by the executive order. EO 124 was set to expire on June 1, 2020. On May 30, 2020, the Governor issued Executive Order 142 (EO 142) which amends EO 124 to extend its effective period 60 days. The order mandates that residential customers receive at least six months to pay off any delinquent utility bills that were the result of due dates that fell between March 31, 2020 and July 29, 2020.

Staff is recommending the following procedures:

- Customers that had an outstanding balance with a due date before March 31st, 2020 will be offered payment agreements per the City's adopted Customer Service Policies and Procedures. This policy allows the customer an additional 2 weeks to pay their outstanding past due bill. If the customer does not pay, their service will be disconnected. This is the City's normal operating procedures (per the City Council's adopted Customer Service Policies & Procedures) when dealing with customers who have delinquent past due balances.
- Customers that have a past due bill with a due date after July 29th, 2020, will be given the option to enter into a payment agreement per the City's existing adopted Customer Service Policies and Procedures. The current adopted policy will allow the customer an additional 2 weeks to satisfy the past due amount. Customers who do not pay their past due amount will be disconnected per the City's adopted Customer Service Policies and Procedures.
- Per EO 124, amended by EO142, any customer with an unpaid bill that has a due date between March 31, 2020, and July 29, 2020, will be given up to 6 months to satisfy those outstanding balances. The customer will be required to sign a payment agreement to ensure the terms of repayment plan are understood. The amount included in the payment plan must be paid each month in addition to the current monthly utility bill. The balances incurred between March 31, 2020 through July 29, 2020, will be divided into no more than 6 equal payments. A customer who does not meet the requirements of the signed payment plan will be disconnected.
- Penalties and late fees will continue to be waived during this 6-month period and will resume in February of 2021 when the 6 month pay plan period has expired.
- All normal cut off procedures will resume in February of 2021 (once the 6-month payment plan expires) and the guidelines regarding COVID-19 payment plans expire.
- Customers who wish to appeal staff decisions will follow the current appeal process which is documented in the City of Concord's adopted Customer Service Policies and Procedures.

RESOLUTION APPROVING CITY OF CONCORD'S RESPONSE TO THE EXPIRATION OF
COVID-19 EXECUTIVE ORDER (EO) 124 & 142 FOR UTILITY PAYMENT PLANS,
DISCONNECTIONS AND LATE FEES AND PENALITIES

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 add additional procedures regarding customers with an unpaid bill that has a due date between March 31, 2020 and July 29, 2020; and

WHEREAS, all other unpaid bills that do not have a due date between March 31, 2020 and July 29, 2020, will be handled as stated in the City's adopted Customer Service Policies and Procedures Manual; and

WHEREAS, on March 31, 2020, the Governor of North Carolina approved Executive Order (EO) 124 that prohibited utilities from terminating service of residential customers for non-payment and charging residential service late fees and penalties; and

WHEREAS, EO 124 expired on June 1, 2020; and EO 142 was issued to extend EO 124 for 60 days; and

WHEREAS, upon expiration of EO 124 & 142, utilities must offer customers the opportunity to make reasonable payment arrangements to pay off over at least a 6-month period any arrearages accumulated during the effective period of EO124 and EO142.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord, North Carolina that the resolution attachment titled "City's Response to the Expiration of COVID-19 Executive Order (EO) No. 124 & 142" be adopted as follows:

- Customers that had an outstanding balance with a due date before March 31st, 2020 will be offered payment agreements per the City's adopted Customer Service Policies and Procedures. This policy allows the customer an additional 2 weeks to pay their outstanding past due bill. If the customer does not pay, their service will be disconnected. This is the City's normal operating procedures (per the City Council's adopted Customer Service Policies & Procedures) when dealing with customers who have delinquent past due balances.
- Customers that have a past due bill with a due date after July 29, 2020, will be given the option to enter into a payment agreement per the City's existing adopted Customer Service Policies and Procedures. The current adopted policy will allow the customer an additional 2 weeks to satisfy the past due amount. Customers who do not pay their past due amount will be disconnected per the City's adopted Customer Service Policies and Procedures.
- Per EO 124 & 142, any customer with an unpaid bill that has a due date between March 31, 2020, and July 29, 2020, will be given up to 6 months to satisfy those outstanding balances. The customer will be required to sign a payment agreement to ensure the terms of repayment plan are understood. The amount included in the payment plan must be paid each month in addition to the current monthly utility bill. The balances incurred during this 120-day period will be divided into no more than 6 equal payments. A customer who does not meet the requirements of the signed payment plan will be disconnected.
- Penalties and late fees will be waived during this 6-month period and will resume in February of 2021 upon expiration of the 6 month payment plan.
- All normal cut off procedures will resume in February of 2021 (once the 6-month payment plan expires).
- Customers who wish to appeal staff decisions will follow the current appeal process which is documented in the City of Concord's adopted Customer Service Policies and Procedures.

This Resolution shall be effective July 30, 2020 and shall remain in effect until the 6-month payment plan has been completed or canceled which will occur in February of 2021.

Adopted this 9th day of July, 2020.

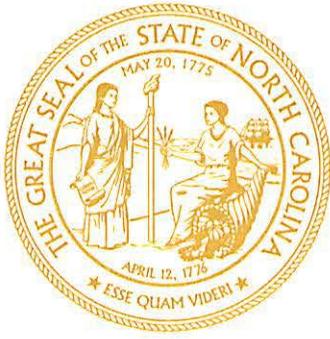
CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

VaLerie Kolczynski, City Attorney



State of North Carolina

ROY COOPER
GOVERNOR

May 30, 2020

EXECUTIVE ORDER NO. 142

ASSISTING NORTH CAROLINIANS BY PLACING TEMPORARY PROHIBITIONS ON EVICTIONS AND EXTENDING THE PROHIBITION ON UTILITY SHUT-OFFS

WHEREAS, on March 10, 2020, the undersigned issued Executive Order No. 116 which declared a State of Emergency to coordinate the State's response and protective actions to address the Coronavirus Disease 2019 ("COVID-19") public health emergency and provide for the health, safety, and welfare of residents and visitors located in North Carolina; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States issued an emergency declaration for all states, tribes, territories, and the District of Columbia, retroactive to March 1, 2020, and the President declared that the COVID-19 pandemic in the United States constitutes a national emergency; and

WHEREAS, on March 25, 2020, the President approved a Major Disaster Declaration, FEMA-4487-DR, for the State of North Carolina; and

WHEREAS, in responding to the COVID-19 pandemic, and for the purpose of protecting the health, safety, and welfare of the people of North Carolina, the undersigned has issued Executive Order Nos. 116-122, 124-125, 129-131, 133-136, and 138-141; and

WHEREAS, more than twenty-seven thousand people in North Carolina have had laboratory-confirmed cases of COVID-19, and hundreds of people in North Carolina have died from the disease; and

WHEREAS, hospital administrators and health care providers have expressed concerns that unless the spread of COVID-19 is limited, existing health care facilities may be insufficient to care for those who become sick; and

WHEREAS, slowing and controlling community spread of COVID-19 is critical to ensuring that the state's healthcare facilities remain able to accommodate those who require medical assistance; and

WHEREAS, to mitigate further community spread of COVID-19 and to reduce the burden on the state's health care providers and facilities, it is necessary to limit person-to-person contact in workplaces and communities; and

WHEREAS, such limitations on person-to-person contact are reasonably necessary to address the public health risk posed by COVID-19; and

WHEREAS, due to the State of Emergency, many North Carolinians are working from home and staying at home; many businesses have seen a substantial decline in demand for the goods or services that they sell, causing some businesses to close or reduce the size of their workforce; and some businesses have been ordered closed to slow the spread of COVID-19; and

WHEREAS, any disruptions or dislocations that would require people to leave their homes increase the risk of spread of COVID-19; and

WHEREAS, the economic effects of the pandemic have broadly affected business owners, tenants, and employees across the state; and

WHEREAS, because of these and other economic effects from the COVID-19 pandemic, many North Carolinians are enduring financial hardship and financial insecurity; and

WHEREAS, on April 13, 2020 and May 1, 2020, Chief Justice Cheri Beasley of the North Carolina Supreme Court issued orders postponing court hearings, including eviction proceedings, until June 1, 2020; and

WHEREAS, in Executive Order No. 124, the undersigned and Attorney General Josh Stein provided further guidance on the Chief Justice's emergency order, as it relates to evictions, and strongly encouraged mortgage companies to take actions to alleviate the adverse impact caused by COVID-19 on mortgage borrowers who are unable to make timely payments; and

WHEREAS, when the Chief Justice's emergency orders allow court hearings to resume on June 1, 2020, residential tenants in North Carolina will be at risk of eviction; and

WHEREAS, residential evictions remove people from their homes, where they are safest during the COVID-19 pandemic, and thereby increase the risk that such people will contract and spread COVID-19; and

WHEREAS, many residential evictions leave people homeless, where they are at extreme risk of contracting and spreading COVID-19; and

WHEREAS, because many people are now performing their jobs and receiving schooling from their homes, residential evictions during the COVID-19 pandemic also threaten people's ability to maintain their livelihood and receive education; and

WHEREAS, for these and other reasons, it is reasonable and necessary that there be an additional twenty-one (21) day moratorium on residential evictions for reason of late payment or nonpayment, beginning on the date of this Executive Order; and

WHEREAS, commercial evictions disrupt and usually terminate the jobs of all the people in the commercial establishments where the eviction takes place; and

WHEREAS, North Carolina's unemployment rate has greatly increased during the COVID-19 pandemic, and it is reasonable and necessary to take actions that protect North Carolina jobs; and

WHEREAS, commercial evictions require significant amounts of unexpected travel, as commercial tenants move the equipment in the facilities they have leased, and this travel will unnecessarily expose people to risk of transmitting and spreading COVID-19; and

WHEREAS, the federal Paycheck Protection Program and other programs under the CARES Act, P.L. 116-136, have provided financial assistance to small businesses, but these programs provide only a limited amount of assistance, and some commercial tenants are likely to exhaust the financial assistance provided under this program; and

WHEREAS, Section 4024 of the CARES Act, P.L. 116-136, protects from eviction, through late August, tenants in properties with federally backed mortgage loans (including loans owned or securitized by Fannie Mae, Freddie Mac, or insured by HUD, the VA, or the USDA) and tenants in properties participating in various federal affordable housing programs, but some dwellings and some tenants are not covered by the protections in the CARES Act; and

WHEREAS, as a result, it is likely that, absent intervention, there will be a wave of commercial evictions in North Carolina; and

WHEREAS, for these and other reasons, it is reasonable and necessary that there be a twenty-one (21) day moratorium on commercial evictions for reason of late payment or nonpayment caused by the COVID-19 pandemic, beginning on the date of this Executive Order No. 142; and

WHEREAS, the moratoriums on evictions in this Executive Order do not forgive rent or excuse the obligation to pay rent, and instead, this Executive Order merely delays evictions and waives interest, late fees, and penalties that arise during the Order's effective period; and

WHEREAS, the economic effects of the pandemic have broadly affected utility customers across the state; and

WHEREAS, utility services are essential to the continued health and safety of residential utility customers, to the ability of workers and employers to engage in teleworking, and to the continued economic viability of business utility customers, even as the economic effects of the pandemic threaten customers' ability to pay for those utility services; and

WHEREAS, on March 19, 2020, the North Carolina Utilities Commission ("Utilities Commission" or "Commission") issued an Order Suspending Utility Disconnections for Non-Payment, Allowing Reconnection, and Waiving Certain Fees; and

WHEREAS, the Utilities Commission's March 19, 2020 Order applied to only some of the utilities that are necessary for the continued well-being of North Carolina residents and the continued viability of North Carolina businesses; and

WHEREAS, in Executive Order No. 124, the undersigned enacted, for all utilities, prohibitions and restrictions similar to and consistent with the Utilities Commission's March 19, 2020 Order; and

WHEREAS, the undersigned has determined that it is reasonable and necessary to extend the utility customer protections in Executive Order No. 124 for an additional sixty (60) days from the date of this Executive Order; and

WHEREAS, Executive Order No. 116 invoked the Emergency Management Act, and authorizes the undersigned to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(2), the undersigned may make, amend, or rescind necessary orders, rules, and regulations within the limits of the authority conferred upon the Governor in the Emergency Management Act; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(7), the undersigned is authorized and empowered to utilize the services, equipment, supplies, and facilities of political subdivisions, and their officers and personnel are required to cooperate with and extend such services and facilities to the undersigned upon request; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(1), the undersigned may utilize all available state resources as reasonably necessary to cope with an emergency, including the transfer and direction of personnel or functions of State agencies or units thereof for the purpose of performing or facilitating emergency services; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(2), during a Governorially declared State of Emergency, the undersigned has the power to “give such directions to state and local law enforcement officers and agencies as may be reasonable and necessary for the purpose of securing compliance with the provisions of this Article”; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(3), the undersigned may take steps to assure that measures, including the installation of public utilities, are taken when necessary to qualify for temporary housing assistance from the federal government when that assistance is required to protect the public health, welfare, and safety; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(2), the undersigned, with the concurrence of the Council of State, may establish a system of economic controls over all resources, materials, and services, including shelter and rents; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(3), the undersigned, with the concurrence of the Council of State, may regulate and control the maintenance, extension, and operation of public utility services and facilities; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(4), the undersigned, with the concurrence of the Council of State, may waive a provision of any regulation or ordinance of a State agency or political subdivision which restricts the immediate relief of human suffering; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(b)(5), the undersigned, with the concurrence of the Council of State, may perform and exercise such other functions, powers, and duties as are necessary to promote and secure the safety and protection of the civilian population; and

WHEREAS, N.C. Gen. Stat. § 166A-19.10(b)(3) further authorizes and empowers the undersigned to delegate Governorial vested authority under the Emergency Management Act and to provide for the sub-delegation of that authority; and

WHEREAS, under the terms of N.C. Gen. Stat. § 166A-19.70(a), utilities are considered critical infrastructure for the State of North Carolina; and

WHEREAS, the undersigned has sought and obtained concurrence from the Council of State consistent with the Governor’s emergency powers authority in N.C. Gen. Stat. § 166A-19.30.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1. Evictions Moratorium.

For the reasons and pursuant to the authority set forth above, the undersigned orders as follows:

A. **Definitions.** In this Executive Order:

1. “Residential Lease” means a lease of a dwelling unit in the State of North Carolina to which the North Carolina Residential Rental Agreements Act, N.C. Gen. Stat. §§ 42-38 to 42-46, applies.
2. “Residential Tenant” means the tenant in a Residential Lease.
3. “Residential Landlord” means the owner of, and any rental management company, rental agency, or any other person having the actual or apparent authority of an agent over, any unit in a Residential Lease.
4. “Commercial Lease” means a lease of any real property that is leased to an individual, business, or organization that does commerce in the State of North Carolina; provided, however, that “Commercial Lease” does not include: Residential Leases (as that term is defined in this Executive Order); operations of hotels, motels, or similar lodging

subject to regulation by the Commission for Public Health; and vacation rentals entered into under Chapter 42A of the General Statutes.

5. "Commercial Tenant" means the tenant in a Commercial Lease.
6. "Commercial Landlord" means the owner of, and any rental management company, rental agency, or any other person having the actual or apparent authority of an agent over, the real property in a Commercial Lease.
7. An action is "for reason of late payment or nonpayment" if the legal basis for that action was, in whole or in part, the tenant's late payment or nonpayment of rent.
8. An effect is "caused by the COVID-19 pandemic" if it is caused, in whole or in part, directly or indirectly, by the COVID-19 pandemic. This includes, without limitation, not only the medical effects of the COVID-19 pandemic, but also the disruptions to the economy that have arisen since the beginning of the COVID-19 pandemic and the economic effects of business closures and other public health restrictions instituted because of the COVID-19 pandemic.
9. The "Effective Period" of this Section is defined in Subsection (B)(1) below.

B. Residential Evictions.

1. No Evictions for Late Payment or Nonpayment.
 - a. Residential Landlords shall not, for reason of late payment or nonpayment, initiate or take any action to further summary ejection or other eviction proceedings against a Residential Tenant.
 - b. All Residential Landlords are prohibited from requiring Residential Tenants to vacate their dwelling units for reason of late payment or nonpayment.
 - c. All leases are modified to disallow evicting, or otherwise terminating the possession of, Residential Tenants for reason of late payment or nonpayment during the Effective Period of this Section.

These restrictions and modifications shall continue for twenty-one (21) days after the date of entry of this Executive Order. This time period (the "Effective Period") may be extended by a subsequent Executive Order issued by the undersigned with the concurrence of the Council of State.

For example, if this Executive Order is issued on May 30, the Effective Period of this Section will be May 30 through June 20, inclusive, unless there is an Executive Order extending this Section.

2. Late fees and penalties. Residential Landlords shall not assess upon their Residential Tenants interest, late fees, or other penalties for late payment or nonpayment of rent due during the Effective Period. If a Residential Tenant had existing interest, fees, or other penalties when this Executive Order came into effect, all accumulation of additional interest, fees, or other penalties is paused during the Effective Period.
3. Extra time to pay off rent due in the Effective Period. Residential Tenants shall be provided the opportunity to make reasonable payment arrangements to pay off, over at least a six (6) month period, any rent that became due in the Effective Period and was not paid during the Effective Period. No interest, late fees or other penalties shall be charged on these arrearages. The six-month payoff period shall be calculated from the expiration of the Effective Period.

C. **Commercial Evictions.**

1. During the Effective Period of this Section, as defined in Subsection (B)(1) above:
 - a. **Restriction on Commercial Evictions.** Commercial Landlords shall not, for reason of late payment or nonpayment caused by the COVID-19 pandemic, perform a self-help eviction of a Commercial Tenant, require Commercial Tenants to vacate their facilities, terminate any Commercial Tenant's lease, or take any action, judicial or otherwise, to terminate a Commercial Tenant's possession.
 - b. This restriction on commercial evictions shall apply only if one or both of the following conditions are met:
 - i. The landlord is aware that the Commercial Tenant's late payment or nonpayment is caused by the COVID-19 pandemic; or
 - ii. The Commercial Tenant provides the landlord with documentation or other evidence that the late payment or nonpayment is caused by the COVID-19 pandemic.
 2. **Duty to Inquire.** During the Effective Period of this Section, before performing a self-help eviction of a Commercial Tenant, terminating any Commercial Tenant's lease, or taking any action to terminate a Commercial Tenant's possession for reason of late payment or nonpayment, Commercial Landlords shall inquire whether the late payment or nonpayment is caused by the COVID-19 pandemic and give the Commercial Tenant seventy-two (72) hours to respond. If the landlord does not comply with the provisions of this Subsection (C)(2), the landlord's action is voidable by the tenant.
 3. **Late Fees and Penalties.** Commercial Landlords shall not assess upon their Commercial Tenants interest, late fees, or other penalties for late payment or nonpayment of rent due during the Effective Period. If a Commercial Tenant had existing interest, fees, or other penalties when this Executive Order came into effect, all accumulation of additional interest, fees, or other penalties is paused during the Effective Period.
 4. **Extra Time to Pay Off Rent Due in the Effective Period.** Commercial Tenants shall be provided the opportunity to make reasonable payment arrangements to pay off, over at least a six (6) month period, any rent that became due in the Effective Period and was not paid during the Effective Period. No interest, late fees or other penalties shall be charged on these arrearages. The six-month payoff period shall be calculated from the expiration of the Effective Period.
- D. **Rent Remains Due.** Except for the interest, late fees and penalties expressly waived above, nothing in this Executive Order shall be construed as waiving tenants' obligation to pay rent or perform any other obligations which an individual may have under a tenancy.
- E. **Evictions for Other Reasons.** Nothing in this Executive Order affects evictions for reasons other than late payment or nonpayment. However, all landlords are strongly encouraged to work with tenants to the best of their abilities to avoid evictions in light of the COVID-19 State of Emergency.
- F. **Payment Assistance.** NCDHHS shall publicize payment assistance programs to aid landlords and tenants in the payment of their bills.
- G. **Foreclosure Proceedings.** The undersigned strongly encourages all lenders to work with property owners to the best of their abilities to provide loan payment flexibility that enables property owners to avoid foreclosures, in light of the COVID-19 State of Emergency.

H. **Tenants Should Notify Landlords and Pay Rent if Possible.** During the Effective Period, rent is still due and will accrue. Therefore, the undersigned strongly encourages any Residential Tenant or Commercial Tenant who is or will be unable to pay the full rent due under a rental agreement or lease to notify the landlord as soon as reasonably possible and to make rental payments to the extent the tenant is financially able to do so. Failure of a Residential Tenant or Commercial Tenant to act as encouraged by this Subsection does not exclude the tenant from the protections of this Executive Order.

Section 2. Extension of Assistance for North Carolina Utility Customers.

For the reasons and pursuant to the authority set forth above and in Executive Order No. 124, the undersigned orders as follows:

- A. Section 1 of Executive Order No. 124 shall remain in effect until 11:59 pm on July 29, 2020.
- B. Utility Service Providers shall reasonably inform their customers of this extension. Section 1(F) of Executive Order No. 124 shall apply to that notification.
- C. Section 1(C) of Executive Order No. 124 is amended as follows:

“Late fees and payment arrangements. A Utility Service Provider shall not bill or collect any fee, charge, penalty, or interest for a late or otherwise untimely payment that becomes due from the date of this Executive Order. Customers shall be provided the opportunity to make reasonable payment arrangements to pay off over at least a six (6) month period any arrearages accumulated during the effective period of this Executive Order, of Section 2 of this Executive Order, and of any other order extending this Executive Order and 180 days thereafter. In the event a utility service provider and customer are unable to agree on the duration of an extended repayment plan, the default repayment period shall be six (6) months. The six (6) month payoff period shall be calculated from the date of termination of this Section of this Executive Order or, if other applicable Executive Orders extend the protections of this Section, from the date of the termination of the last Executive Order that extends such protections; provided, however, that Utility Service Providers subject to the Utilities Commission’s March 19, 2020 Order shall remain subject to the terms of that order any Utilities Commission order that may be in effect after this Executive Order expires. No interest or late fee shall be charged on arrearages. No provision in this Executive Order shall be construed as relieving a customer of their obligation to pay bills for receipt of any service covered by this Executive Order.”

- D. Section 1(G) of Executive Order No. 124 is amended and restated as follows:

“Duration. This Section shall remain in effect for one hundred (120) days, until 11:59 pm on July 29, 2020, unless rescinded or superseded by another applicable Executive Order; provided, however, that after that date, the provisions of this Section shall continue to apply to arrearages that accumulated while this Executive Order was in effect.”

- E. Section 1(J) of Executive Order No. 124 is amended as follows:

“Implementation and enforcement. The undersigned directs that the North Carolina Utilities Commission monitor responses and provide assistance and guidance to Utility Service Providers, including to the extent possible Utility Service Providers not under the Commission's regulatory jurisdiction, in implementing the provisions of this Section of this Executive Order. Utility Service Providers shall report implementation information ~~weekly~~ monthly to the North Carolina Utilities Commission, including the following: (1) number of accounts by type (e.g., residential or business account) for which service termination was forborne, (2) number of reconnections by type of account, (3) amount of late fees and other penalties not collected, (4) number of accounts on an extended repayment plan, (5) customer notification information, and any other information determined by the Utilities Commission. The Utilities Commission and the Attorney General shall have the authority to enforce the provisions of this Executive Order through any methods provided by current law. The Utilities Commission, and to the extent necessary for any Utility Service

Providers not within the Utilities Commission’s jurisdiction, the Attorney General may waive provisions in their discretion and order an effective alternative. The Commission shall provide a ~~weekly~~ monthly report to the Governor’s Office on implementation of this Executive Order.”

Section 3. No Private Right of Action Against the State or Against Officers.

This Executive Order is not intended to create, and does not create, any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the State of North Carolina, its agencies, departments, political subdivisions, or other entities, or any officers, employees, or agents thereof, or any emergency management worker (as defined in N.C. Gen. Stat. § 166A-19.60).

Section 4. Supremacy Clause.

This Executive Order is not intended to supplant or preempt any federal law, including, but not limited to the protections afforded to tenants under the CARES Act, P.L. 116-136.

Section 5. Savings Clause.

If any provision of this Executive Order or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

Section 6. Distribution.

I hereby order that this Executive Order be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the State of Emergency would prevent or impede such filing; and (3) distributed to others as necessary to ensure proper implementation of this Executive Order.

Section 7. Enforcement.

- A. Pursuant to N.C. Gen. Stat. § 166A-19.30(a)(2), the provisions of this Executive Order shall be enforced by state and local law enforcement officers.
- B. A violation of this Executive Order may be subject to prosecution pursuant to N.C. Gen. Stat. § 166A-19.30(d), and is punishable as a Class 2 misdemeanor in accordance with N.C. Gen. Stat. § 14-288.20A.
- C. This Executive Order limits only evictions for reason of late payment or nonpayment. This Executive Order does not affect or restrict access to court orders that limit, for other reasons, a person’s access to a location.

Section 8. Effective Date.

This Executive Order is effective as of the beginning of the calendar day on which it is entered.

Section 1 of this Executive Order shall remain in effect for the time period stated in Subsection 1(B)(1), except that Subsections 1(B)(3) and 1(C)(4) shall remain in effect for six (6) months beyond the time period stated in Subsection 1(B)(1).

Section 2 of this Executive Order shall remain in effect until the date listed in Subsection 2(A) of this Executive Order, except that Subsection 1(C) of Executive Order No. 124, as amended by Section 2(C) of this Executive Order, shall remain in effect for six (6) months beyond the date listed in Subsection 2(A) of this Executive Order.

An Executive Order rescinding the Declaration of the State of Emergency will automatically rescind this Executive Order.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 30th day of May in the year of our Lord two thousand and twenty.



Roy Cooper
Governor

ATTEST:



Elaine F. Marshall
Secretary of State



RESOLUTION AUTHORIZING EXCHANGE OF PROPERTY

WHEREAS, the City Council of the City of Concord has received a proposal to exchange the easement and perpetual lease of real property described below for permanent parking and access easements of the real property of the Central United Methodist Church also as described below described below; and

WHEREAS, public notice of the intent of the City Council and of the time and place of the meeting was published along with a description of the real property, as required by law; and

WHEREAS, at its regular meeting on July 9, 2020 the City Council considered the exchange of the properties, and heard from all interested persons who appeared and expressed a desire to be heard, and now desires to exchange the real property of the City described below for the real property of the Central United Methodist Church described below; and

WHEREAS, the City Council has determined that the City of Concord will receive a full and fair consideration for its property in the exchange:

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

The City Council finds that the areas of the properties exchanges are of equal value; and

The City Council finds that the areas to be exchanged are equal in area; and

The Mayor and the City Clerk are hereby authorized to execute the necessary documents in order to affect an exchange of the easement to real property perpetually leased by the City of Concord described below for parking and access easements of real property of the Central United Methodist Church described below, and to deliver and receive the appropriate documents:

1. Property of Central United Methodist Church

Parking Easement

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, adjoining the property of the City of Concord (PIN No. 56208886130000) and being a part of the property of Central United Methodist Church (PIN No. 56208884060000) and being more particularly described as follows:

BEGINNING at a computed point on the northeast side of the right-of-way of Killarney Avenue, and being a common corner with the property of the City of Concord (PIN No. 56208886130000); thence with the line of the City of Concord S. 40-16-32 E. 113.78 feet to a computed point; thence leaving the line of the City of Concord S. 49-39-54 W. 24.00 feet to a computed point; thence N. 40-16-32 W. 113.78 feet to a computed point in the northeast side of Killarney Avenue; thence with Killarney Avenue N. 49-39-54 E. 24.00 feet to the point and place of BEGINNING, containing 2,731 sq. feet as shown on survey by Samuel L. King, Jr. PLS, King Engineering of Concord, Inc. dated February 6, 2020, reference to which survey being hereby made for a more particular description and attached as Exhibit A.

2. City of Concord, Easement:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, on the southwest side of the right-of-way (variable width) of Church Street, adjoining the property of the City of Concord (PIN

No. 5620-88-8613) and First Charter Real Estate Holdings, LLC ["First Charter" PIN No. 5620-88-8387)], and being a part of the property of Central United Methodist Church(PIN No. 5620-88-8406), and being more particularly described as follows:

BEGINNING at a computed point on the southwest side of the right-of-way of Church Street (said computed point being located S. 43-19-09 E. 24.01 feet from a tack in a lead-filled hole, corner of the City of Concord in the southern line of a 12' right-of-way described in Deed Book 87, Page 1), and runs thence with the southwest side of the right-of-way of Church Street S. 43-19-09 E. 90.99 feet to a #5 rebar set in the northwestern line of a 10' right-of-way (Deed Book 128, Page 131, and Deed Book 350, Page 495), a corner of First Charter; thence with the northwestern line of said 10' right-of-way, and of First Charter, S. 47-03-59 W. 22.61 feet to a computed point; thence two (2) new lines through the property of Central United Methodist Church, as follows: (1) N. 43-03-39 W. 90.84 feet to a computed point; and thence (2) N. 46-40-51 E. 22.20 feet to the point of BEGINNING, containing 0.047 acre, more or less, as shown on that survey by James E. Davis, PLS, Concord Engineering and Surveying, Inc., dated July 30, 2008, and attached as Exhibit B.

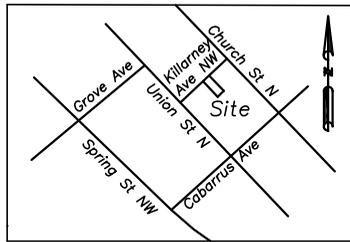
Adopted this _____ day of _____ 2020.

CITY COUNCIL
CITY OF CONCORD, NORTH CAROLINA

ATTEST:

Kim J. Deason, City Clerk

Bill Dusch, Mayor



Vicinity Sketch
Not to Scale

Legend

- rebar(f) Denotes Existing Monumentation
- Denotes Computed Point
- Right of Way
- N90°00'00"E Property Line
- Adjoining Property Line

LINE DATA

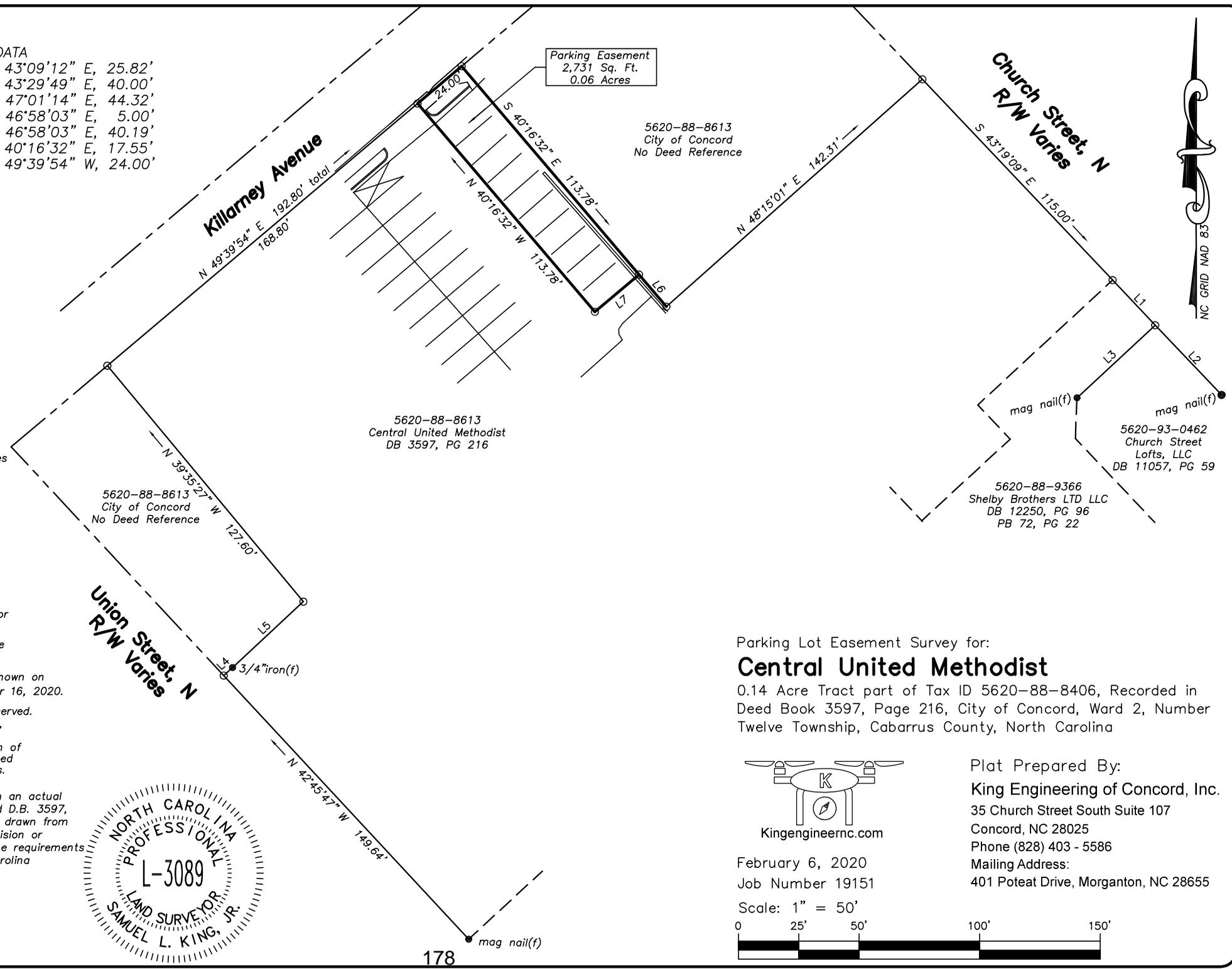
- L1: S 43°09'12" E, 25.82'
- L2: S 43°29'49" E, 40.00'
- L3: N 47°01'14" E, 44.32'
- L4: N 46°58'03" E, 5.00'
- L5: N 46°58'03" E, 40.19'
- L6: S 40°16'32" E, 17.55'
- L7: S 49°39'54" W, 24.00'

1. All distances are horizontal unless otherwise noted.
2. All acreage is by coordinate method.
3. The Client acknowledges (1) that boundary surveying services do not determine land ownership and that the professional land survey provides only an opinion of previously described boundary lines which may or may not be upheld by a court of law and, (2) the general survey does not include the location of all easements and, (3) in services relating to boundary surveys, the consultant limits the liability to the professional fee charged to the client.
4. Broken lines indicate lines not surveyed.
5. This survey does not constitute a title search by Surveyor. Surveyor has made no investigation or independent search for easements or record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
6. This property is not located in a 100 year flood zone as shown on F.E.M.A. Firm Map # 37105620 00K Effective Date: November 16, 2020.
7. Copyright © King Engineering of Concord, Inc.. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted electronically without the prior written permission of the surveyor. This survey is valid only for the parties indicated the title block and is non transferable to subsequent parties.

I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded D.B. 3597, Pg. 216); that the boundaries not surveyed are indicated as drawn from information in deed references shown; that the ratio of precision or positional accuracy is 1:62,216; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600)

This 6th day of February, 2020.

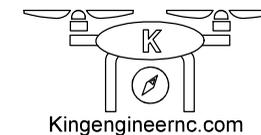
Samuel L. King, Jr.
Professional Land Surveyor License No. L-3089



Parking Lot Easement Survey for:

Central United Methodist

0.14 Acre Tract part of Tax ID 5620-88-8406, Recorded in Deed Book 3597, Page 216, City of Concord, Ward 2, Number Twelve Township, Cabarrus County, North Carolina

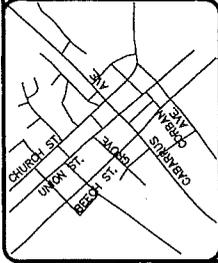


February 6, 2020
Job Number 19151

Scale: 1" = 50'



Plat Prepared By:
King Engineering of Concord, Inc.
35 Church Street South Suite 107
Concord, NC 28025
Phone (828) 403 - 5586
Mailing Address:
401 Poteat Drive, Morganton, NC 28655



LEGEND

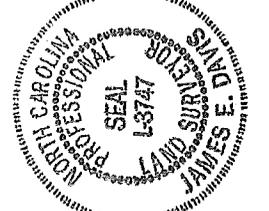
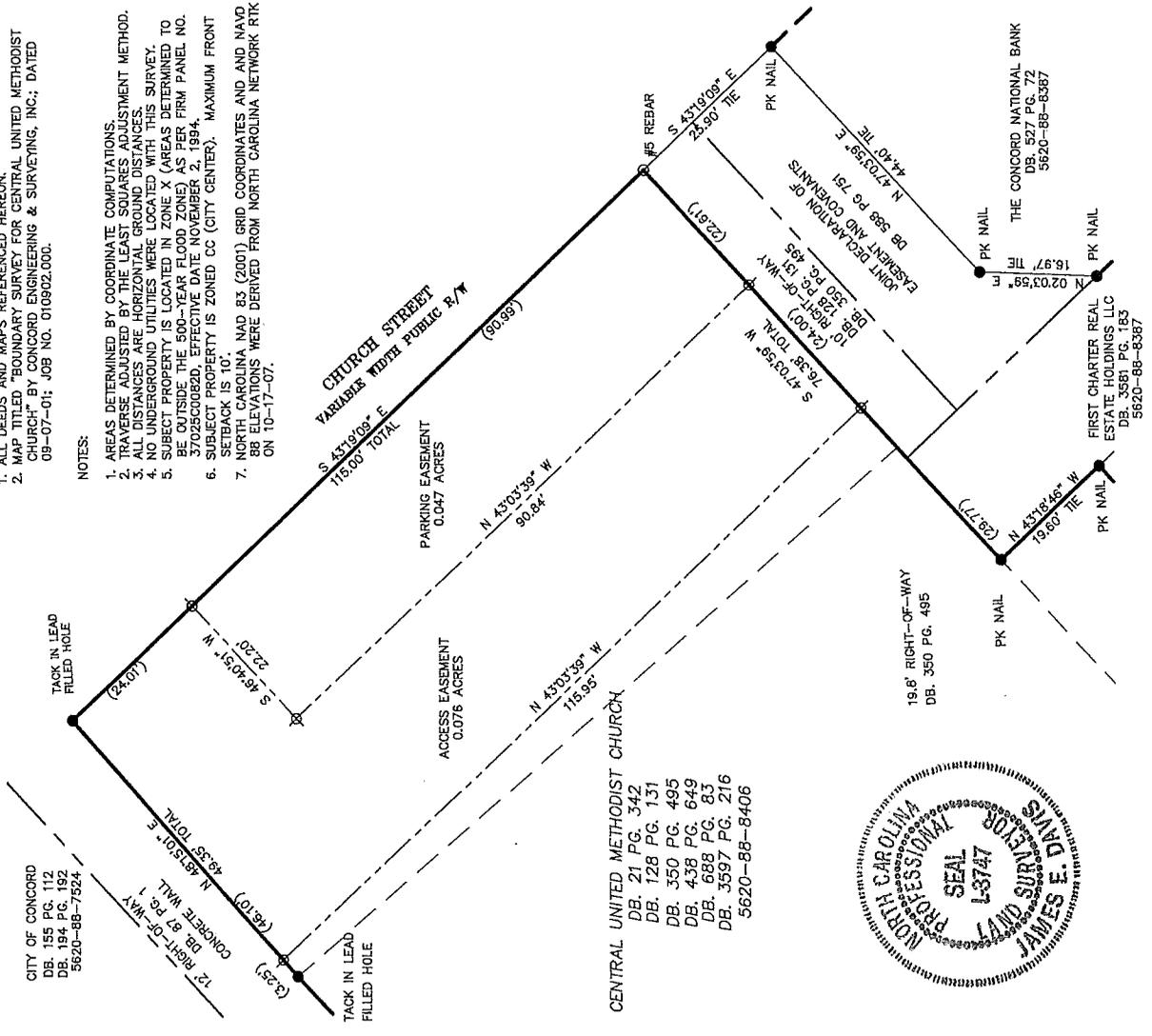
- ⊗ NO POINT SET
- SET IRON PIN (45 REBAR)
- EXISTING IRON PIN (AS DESCRIBED)
- TIE LINE
- BOUNDARY AS SURVEYED
- BOUNDARY BY DEED OR PLAT
- OLD TRACT LINE
- RIGHT OF WAY
- EASEMENT

VICINITY MAP

NC GRID NAD 83 (2001)
BASIS OF BEARING

REFERENCES:
 1. ALL DEEDS AND MAPS REFERENCED HEREON.
 2. MAP TITLED "BOUNDARY SURVEY FOR CENTRAL UNITED METHODIST CHURCH" BY CONCORD ENGINEERING & SURVEYING, INC.; DATED 09-07-01; JOB NO. 010902.000.

NOTES:
 1. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
 2. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
 3. ALL UNDEVELOPED UTILITIES WERE LOCATED WITH THIS SURVEY.
 4. NO UNDEVELOPED UTILITIES WERE LOCATED WITH THIS SURVEY.
 5. SUBJECT PROPERTY IS LOCATED IN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD ZONE AS PER FIRM PANEL NO. 3702500000. EFFECTIVE DATE NOVEMBER 2, 1994.
 6. SUBJECT PROPERTY IS ZONED CC (CITY CENTER). MAXIMUM FRONT SETBACK IS 10'.
 7. NORTH CAROLINA NAD 83 (2001) GRID COORDINATES AND AND NAVO 88 ELEVATIONS WERE DERIVED FROM NORTH CAROLINA NETWORK RTK ON 10-17-07.



1. JAMES E. DAVIS, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEEDS AS SHOWN); THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES WAS 11:0:0000"; THE BOUNDARIES AND SURVEYED ARE SHOWN AS BROKEN LINES PERMITTED BY NORTH CAROLINA DEEDS ACT, 1978, AND THAT THE ANGULAR ERROR OF CLOSURE WAS 04" PER TURN; AND THAT

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY, THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

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

THIS SURVEY IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 1st DAY OF AUGUST, 2008.

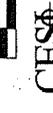
James E. Davis
 PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-3747

PROPERTY OF: CENTRAL UNITED METHODIST CHURCH
 CITY OF CONCORD, NO. 2 TWP., CABARRUS COUNTY, CL, NC
 ADDRESS: 30 UNION ST N, CONCORD, NC
 LOT: _____, BLOCK: _____
 MAP RECORDED IN DB. _____, PG. _____ DEED RECORDED IN DB. SEE, PG. MAP

SURVEY FOR: CENTRAL UNITED METHODIST CHURCH

SCALE 1 IN. = 20 FT. DATE: JULY 30, 2008



© CESA 2008 JOB NO.: 071017.005

Vehicle Driver Safety Barrier Comparison

	# of vehicle by type	Vapor Door	Arrow Door	Queen City Engineering Custom Option	
Gillig	8	\$6405 (installed)	\$5000 (not installed)	\$3500 (installed)	\$28,000
New Flyer	2	\$6215 (installed)	\$5000 (not installed)	\$3500 (installed)	\$7,000
LTV	4	<i>not available</i>	<i>not available</i>	\$3000 (installed)	\$12,000
For Transit Vans	3	<i>not available</i>	<i>not available</i>	\$3500 (installed)	\$10,500
				\$57,500	



To : Concord Kannapolis Area Transit Paratransit Services
45 Transit Ct NW
Concord, NC 28025
Attn: Mrs. Jaime Poe

RE: Queen City Engineering & Design Vehicle Shielding Systems Proposal

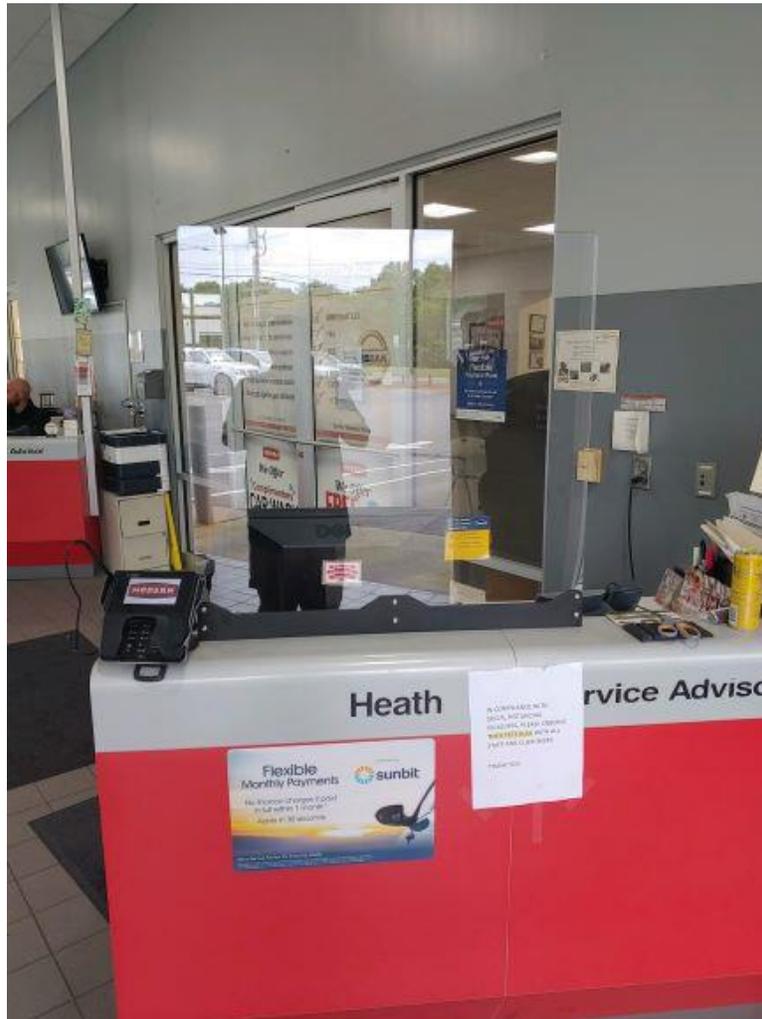
Queen City Engineering & Design is an Engineering company located in Concord, NC that specializes in the mechanical design and manufacturing of custom machinery, industrial and consumer products, prototypes, and other fabricated goods.

Due to current market demands we are designing and manufacturing custom shielding systems for a multitude of applications in all types of industry. The following pages contain examples of previously installed solutions we have provided as examples along with detailed estimates for each of the requested workstations within your facility.

If you have any questions regarding any portion of this proposal, please contact me at any time. We look forward to earning your business and helping you reopen your school in a safe and timely manner!

Rex Carriker, P.E.
President
704-918-5851

Pictured below is an example of one of our high quality systems that was custom designed, manufactured, and installed by our team at a local car dealership's service center.





Our current best-selling system shown below was custom designed by request from a local county transportation official needing a solution to keep their bus driver's safe. Since this products inception we have outfitted over 1000 buses with our system!



Our shielding systems far surpass others in the market in terms of quality and performance. Made only from American made materials including 1/4" thick polycarbonate, food grade stainless steel, and aircraft grade aluminum, our systems are built to last.

Below are detailed estimates for the Custom Shielding Solutions you have requested.



Off-the-Shelf Option

Side shield = Small option 19"W x 19"H, Large 19"W x 28"H

Rear Shield = 16"W x 28"H

- Price = approximately \$350-\$450ea installed

Notes: This exact system has been installed in over 1000 of these vehicles since first being offered in April 2020.

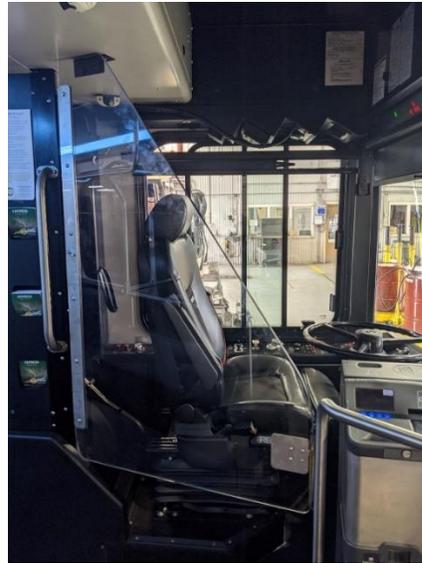
Custom Option

Full enclosure (Door Style, *not pictured*) = 32"W x 72"H

- Price = approximately \$3000ea installed

Notes: Full enclosure to run from floor to ceiling and span distance from stanchion to front bulkhead. Enclosure to hinge open like a door to provide emergency egress and latch closed to prevent unwanted entry by passengers. Door will include a speaker area that will have a door with a hinge to allow driver to communicate with passengers. This custom option will require engineering time which is factored into the above estimated pricing.

Fixed Route



Off-the-Shelf Option

Side Shield = 32"W x 24"H

- Price = approximately \$700 Installed

Side Door = 36"W x 48"H

- Price = approximately \$1300 Installed

Notes: Side Shield pictured above is currently being installed in 67 buses in Charleston. Side Door is newest offering and provides greater coverage than Side Shield style system (prototype pictured above is much smaller than final production unit)

Custom Option

Full enclosure (Door Style, *not pictured*) = 36"W x 72"H, cutouts to allow for unimpeded communication

- Price = approximately \$3500ea installed

Notes: Full enclosure to run from floor to ceiling and span distance from stanchion to front bulkhead. Enclosure to hinge open like a door to provide emergency egress and latch closed to prevent unwanted entry by passengers. Door will include a speaker area that will be have a door with a hinge to allow driver to communicate with passengers This custom option will require engineering time which is factored into the above estimated pricing.

Transit



Off-the-Shelf Option

Half Enclosure = 66"W x 31"H

- Price = approximately \$1800 Installed

Notes: Half Enclosure pictured above has been installed in 27 vans since originally developed in May 2020. Includes full stainless steel stanchion system and requires no modifications to the vehicle.

Custom Option

Full enclosure (*not pictured*) = 66"W x 72"H, small door to allow for access to passenger compartment

- Price = approximately \$3500ea installed

Notes: Full enclosure to be based on same frame as unit pictured above but shields will extend to the floor. Small, lockable hinged door to be included to allow driver to access passenger compartment and to speak with the passengers. This custom option will require engineering time which is factored into the above estimated pricing.

Minivan



Off-the-Shelf Option

Seat Shield = 22"W x 16"H

- Price = approximately \$300ea Installed

Notes: Can be used individually or as a pair. Requires no modifications to the vehicle. Driver and Passenger seats retain full range of motion. Now accepting pre-orders, shipping to begin in July.



The above information provides estimated pricing for the Design, Manufacture, and Installation of multiple Driver Shielding options for the vehicles we reviewed in person at your Concord facility on May 28th, 2020. Although not requested, I have provided examples and pricing for our standard, off-the-shelf systems that we are currently selling and installing throughout the Southeast in addition to the custom solutions we discussed. We are able to offer very aggressive pricing on these systems as we make them by the thousands here in our Concord production facility so I certainly wanted that information to be available to you. In regards to the custom solutions, the main factors effecting the above pricing are the size and quality of the shields, the engineering time required for the various sizes and mounting configurations, and also the required installation time. These custom solutions will be manufactured using the same high quality materials and hardware we use in our production units.

In conclusion, we are very appreciative of your time and interest in working with Queen City Engineering & Design to develop a sneeze guarding solution for your entire fleet. The above estimate is merely for budgetary purposes and is by no means a firm quote. Final pricing will be determined based on final design and total approved project scope. The vehicles and shields described above are what was understood to have been requested during our initial meeting and can be adjusted or tailored as needed.

We know we are the right company to partner with for this project because we built our engineering company's reputation by providing our customers with exactly what they want at the highest level of quality possible. Additionally, we manufacture our products right here in Concord in a 100+ year old textile mill and are owned by 2 Cabarrus County natives!

Please feel free to reach out to me any time regarding any questions, thank you again for this opportunity!

Please click the link below to access the Rider Transit Public Transportation Agency Safety Plan:

[Rider Transit PTASP](#)

Wilson Street Park – Order of Magnitude Design Development Budget
June 20, 2020 - Prepared by ViZ

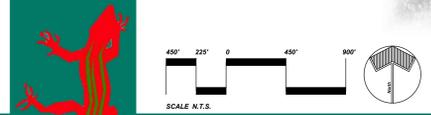
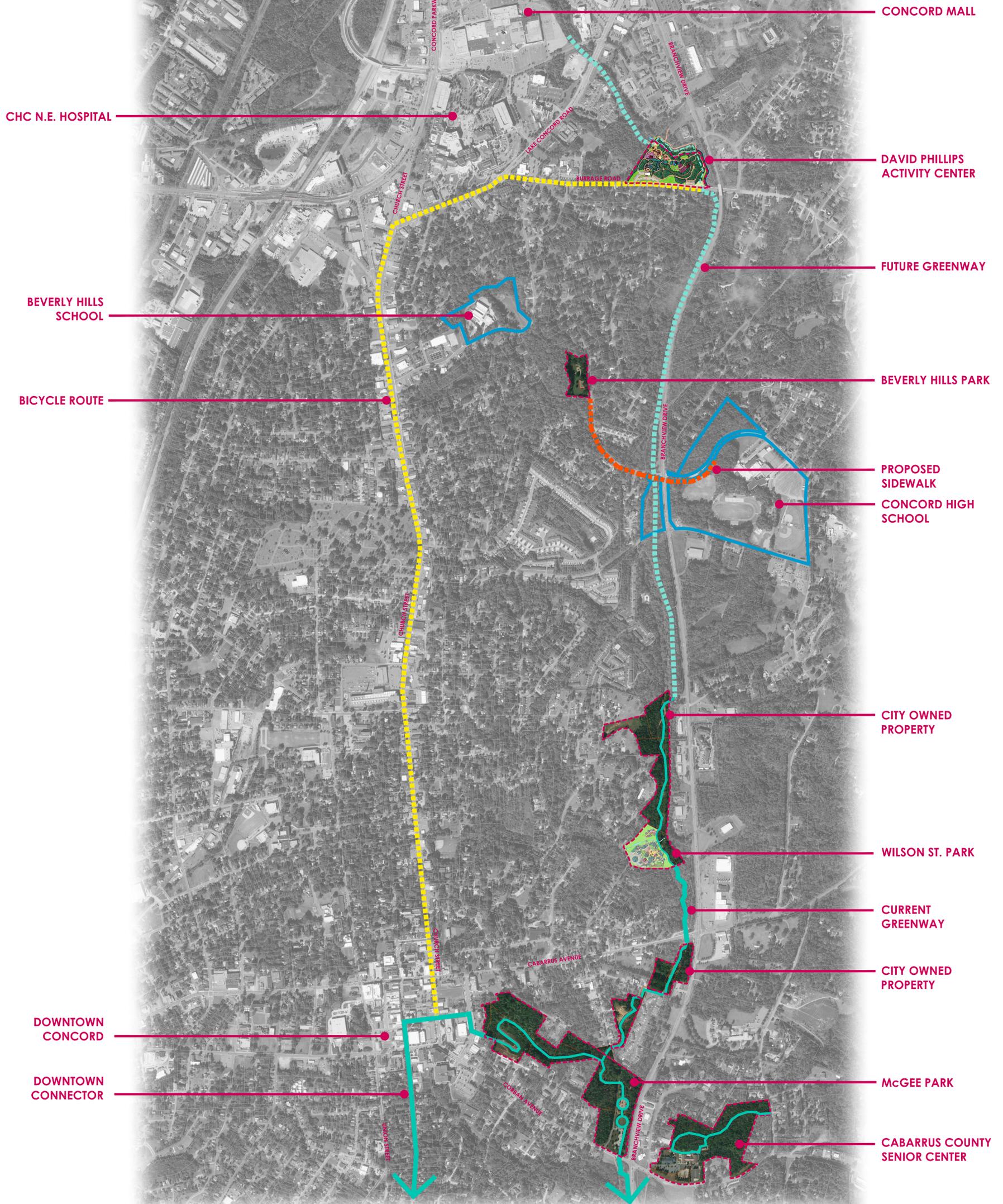
Project Estimated Costs per Element/Area

Note: Estimated costs indicate complete order of magnitude cost for the listed element/area and are not based on Schematic/Design level of documents. This budget estimate assumes the entire project will be constructed complete within one contract and at the same time.

Contractor Mobilization, Survey Staking, etc.:	Lump Sum =	\$ 80,000
Demolition, Clearing, and Grubbing:	Lump Sum =	\$ 20,000
Erosion Control:	Lump Sum =	\$ 20,000
Miscellaneous Grading, Drainage:	Lump Sum =	\$ 40,000
Restrooms/Shelter:	Lump Sum =	\$ 375,000
Restroom Utilities, taps, water, sewer, electric, etc.:	Lump Sum =	\$ 45,000
Restroom Stamped Concrete Paving/Hardscape	3,500 SF @ \$12/SF	\$ 42,000
Parking Area Asphalt Paving:	2,000 SY @ \$32/SY =	\$ 64,000
Parking Area Concrete Walk, ADA Parking, etc.:	2,300 SF @ \$7/SF	\$ 16,000
Picnic Area #1 Paving, Tables, etc.:	Lump Sum =	\$ 12,000
5' Concrete Sidewalk along Wilson St.:	1,700 SF @ \$6/SF	\$ 10,200
Playground:	Lump Sum =	\$ 200,000
Walks/Trails – Asphalt 10':	1,000 SY @ \$32/SY =	\$ 32,000
10' Concrete Walk – 'Garden Trail':	750 SF @ \$7/SF =	\$ 5,300
Low Water Crossing Bridge – 'Garden Bridge':	Lump Sum =	\$ 50,000
Enchanted Path Compacted Gravel:	500 SY @ \$15/SY =	\$ 7,500
Fairy Garden Misc. Costs:	Lump Sum =	\$ 15,000
Earth-Form Mounds/Tunnel/Grassing:	Lump Sum =	\$ 35,000
Suspended Bridge/Boardwalk, Gravel Paving, etc.:	2,800 SF @ \$35/SF =	\$ 98,000
Outdoor Classroom/Fitness – 3,000 SF:	Lump Sum =	\$ 85,000
Labyrinth/Maze:	Lump Sum =	\$ 20,000
Picnic/Gathering Area #2 Paving, Tables, etc.:	Lump Sum =	\$ 10,000
Pollinator Garden – 10,000 SF:	Lump Sum =	\$ 50,000
Landscaping, Boulders, Native Plants, etc.:	Lump Sum =	<u>\$ 50,000</u>
Total:		\$1,382,000
10% Contingency:		<u>\$ 138,200</u>
Total Project Construction Budget:		\$1,520,200

Other Costs:

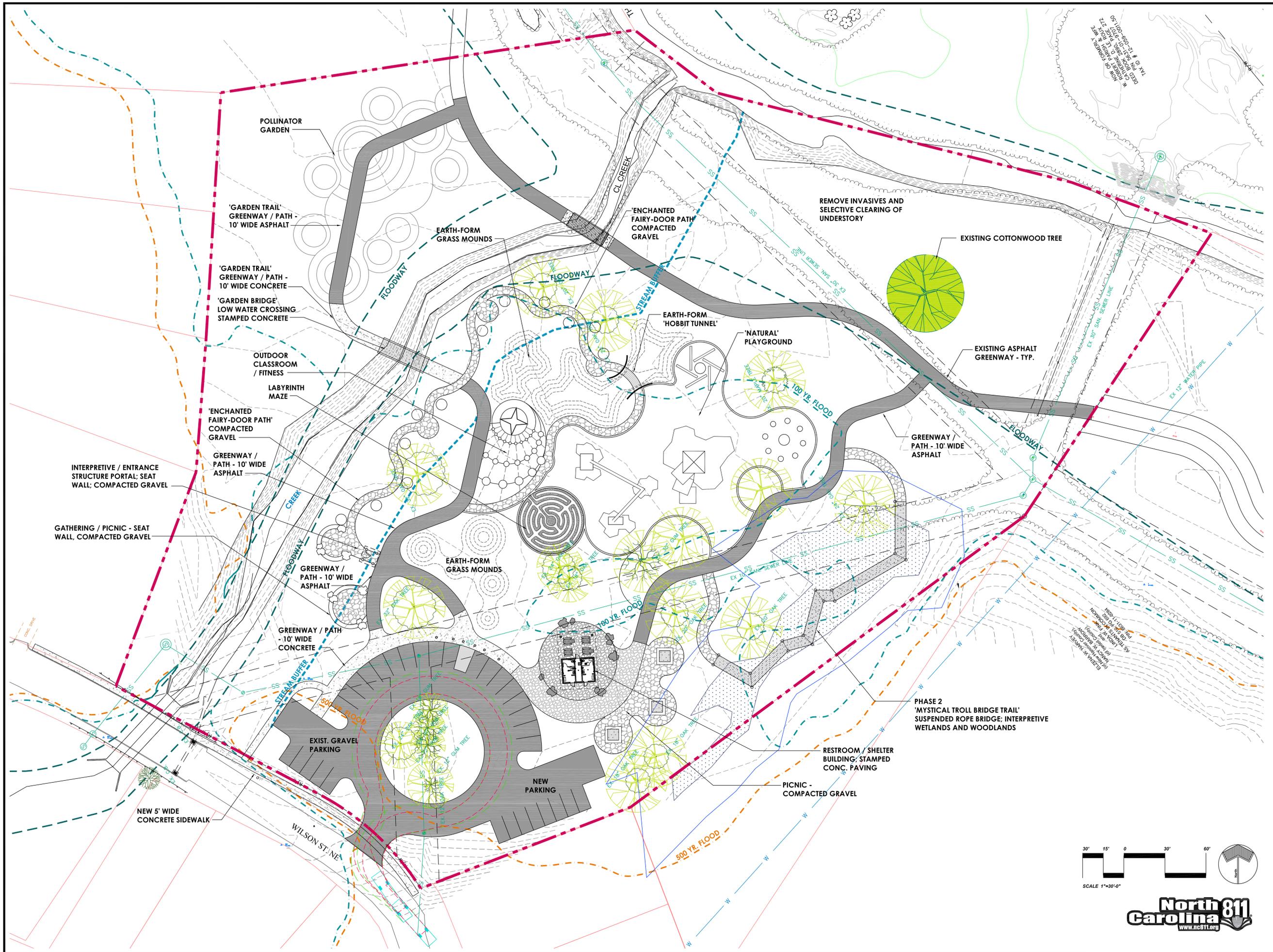
Contractor and Permit Fees for Entire Project (approximated):	10%	\$ 152,000
Design + Engineering Fees – Entire Project (approximated):	8%	\$ 122,000
Total Project Budget (Entire Project):		<u>\$1,794,200</u>



McEachern Greenway Connectivity

Concord, NC
June 25, 2020





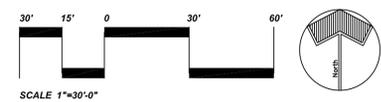
REV. #	DATE	DESCRIPTION	OWNER COMMENTS
1	00/00/2011		

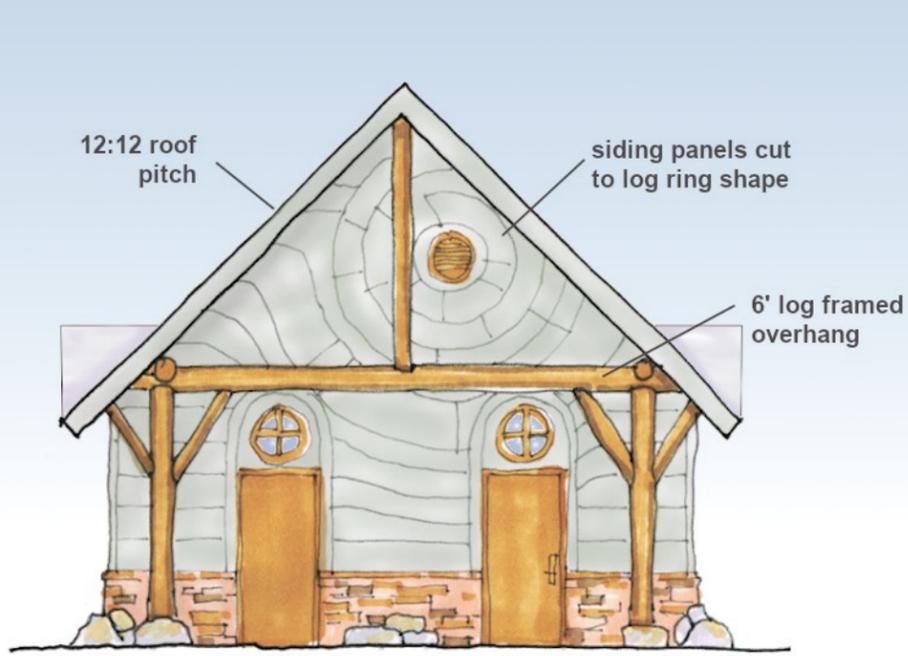


DATE: 6/18/2020
 SCALE: AS SHOWN
 JOB NUMBER: 19-55.1
 DESIGNED BY: GRF
 DRAWN BY: GRF

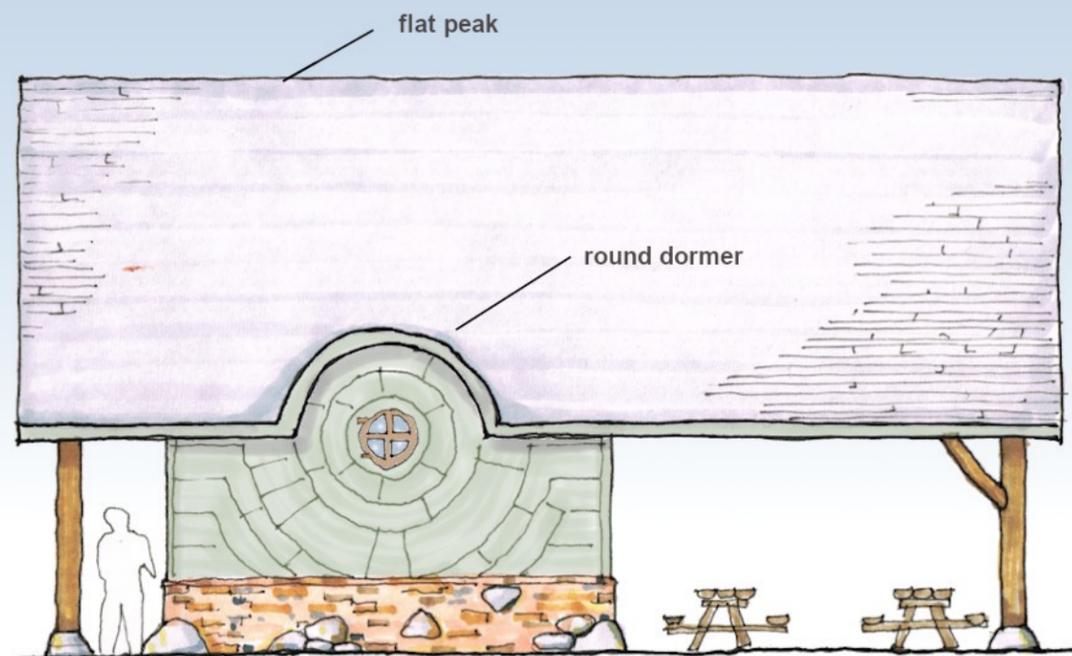
SHEET TITLE:
OVERALL SITE PLAN

L1.0

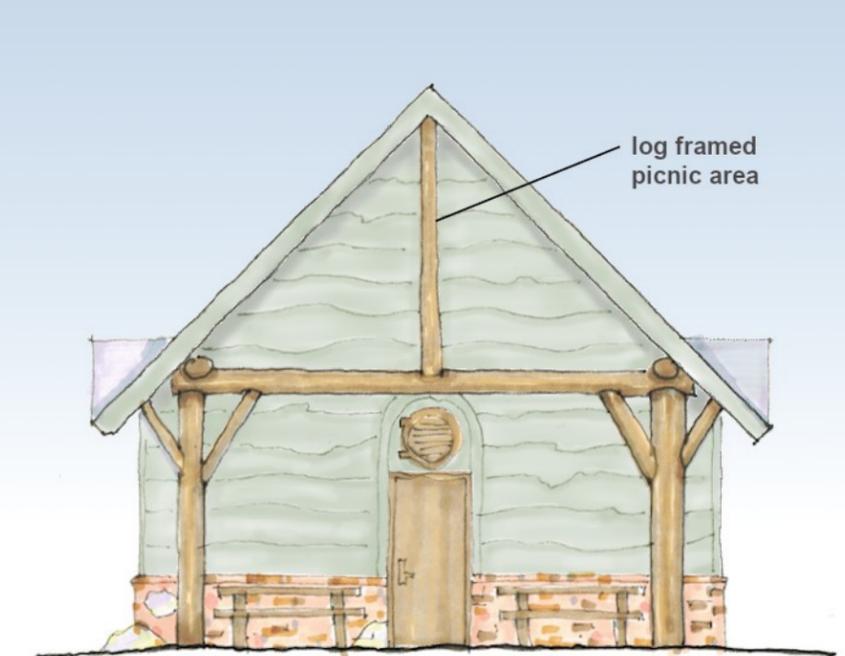




Restroom Elevation



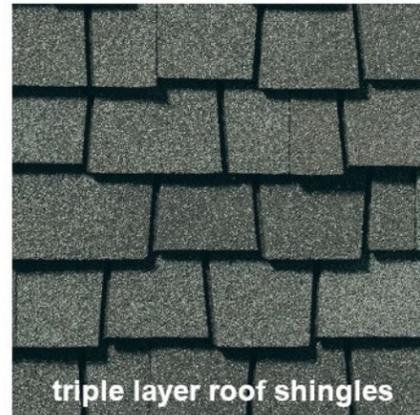
Side Elevation



Picnic Elevation



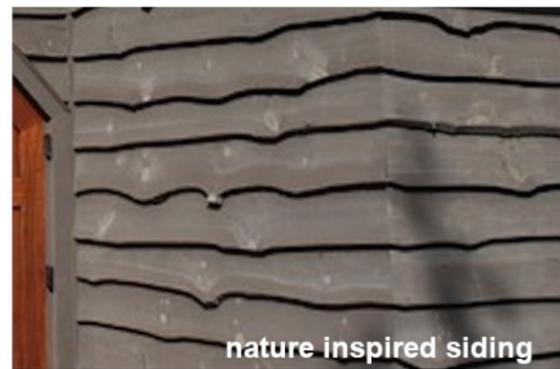
log framed picnic area



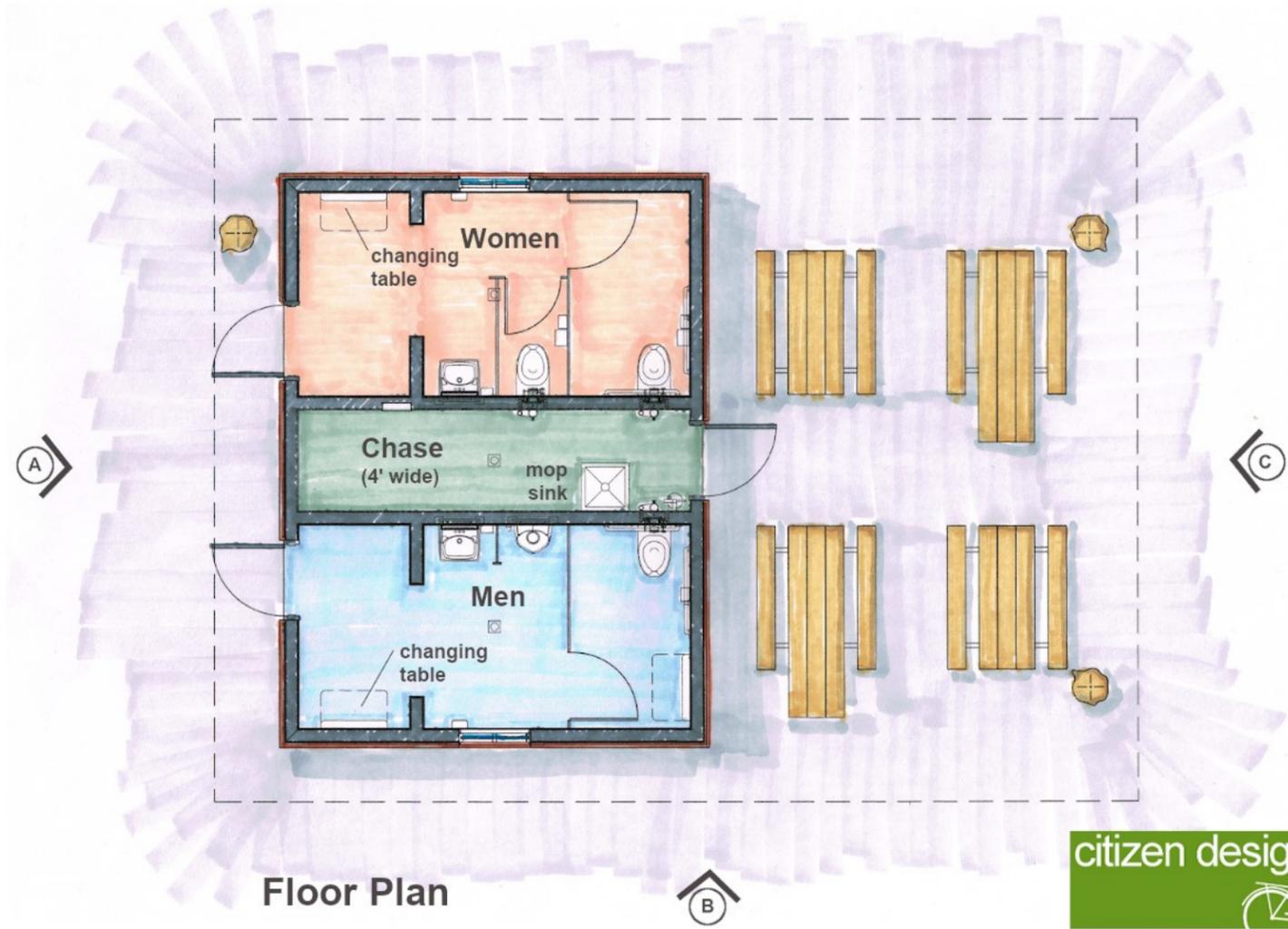
triple layer roof shingles



ledgestone base



nature inspired siding



Floor Plan



Exhibit A

Northwest Community Park Master Plan Scope

City of Concord Parks & Recreation Department
May 22, 2020



Woolpert, North Carolina, PLLC
11301 Carmel Commons Blvd.
Suite 300
Charlotte, NC 28226



Project Understanding

The proposed Northwest Community Park is located at 1252 Cox Mill Road in Concord, NC and consists of approximately 28.6 acres. The property consists of a mix of floodplain, wetlands and is heavily forested with three existing (3) structures onsite. This initial scope is for Woolpert to prepare a park master plan through strong public participation while working very closely with the City staff and a steering committee.

Team Management

Woolpert's management team is presented below:

- Project Manager: Katie Thayer, PLA, ASLA
- Project Director/ Principal: Andrew Pack, PLA, ASLA

City of Concord's project representatives:

- Jason Pauling, AICP, Senior Park Planner
- Sheila Lowry, Deputy Director of Parks and Recreation

Scope of Services

Task 1 – Start-up Project Meeting

- A. Start-Up Project Meeting: The Woolpert Team will assist with a start-up planning meeting with the Project Team that will include representatives from the Owner (City of Concord). Woolpert will meet with the team to outline and review: the anticipated master planning process; how the master planning process relates to the overall project schedule; available base mapping data; the timing of subconsultant services (survey, stream & wetland delineation, traffic impact analysis, etc.); and current programming needs already identified by the City or other studies. The meeting will cover the following information:
 1. Confirm the goals and objectives of the vision, the desired project outcomes, for the project at this stage and upon project completion.
 2. Project Issues / Challenges. The team can brainstorm potential issues and challenges with the project.
 3. Prepare and review the project's "risk / mitigation" matrix. This document, prepared by the design team and augmented by the Steering Committee, will be used throughout the design phases of the project.
 4. Discuss responsibilities for the members of the Project Team and Steering Committee

City of Concord

Parks & Recreation Dept.
147 Academy Avenue NW
PO Box 308
Concord, NC 28026-0308

Jason T. Pauling, AICP

Senior Planner
P: 704-920-5641
E: paulingj@concordnc.gov

5. Project Schedule (discuss any milestone dates, funding dates to proceed with the next project phase, etc.)
6. Discuss base map information to be used for the master planning phase of the project (any known existing survey(s), utility easements, historic information, boundary survey, as-builts etc.).
7. Identification of any City Standards to be incorporated into the design for the project, i.e., park elements, lighting, utility connections, and other site / building requirements.
8. Begin to identify stakeholders/ focus groups and the public engagement process for the master planning efforts of the project.
9. Discuss Optional Tasks not currently included in this Master Planning phase.
 - i. Required survey for use in the construction document phase of the design process.
 - ii. Traffic Impact Assessment (TIA) – start to define the scope of the study needs.
 - iii. Wetland and Stream preliminary delineation needs.

Task 2 – Research and Analysis

- A. Research and Analysis: The Woolpert Team will collect background information through a process of inventory and analysis. It is recommended at this time that the Consultant use the City of Concord, NC and Cabarrus County, NC GIS to obtain base information. Other investigative steps include:
 1. Conduct on-site reconnaissance of the project area after notice to proceed, and prepare a photographic inventory keyed to a project aerial base map. Existing aerial photography shall come from NC OneMap unless the City or County has more recent imagery.
 2. Preliminary Wetlands Determination - A preliminary determination of the approximate boundaries of jurisdictional waters of the U.S., including wetlands and streams will be performed on the proposed park site after notice to proceed. Potential wetland areas will be defined using the Routine On-Site Determination method as described in the 1987 "Corps of Engineers Wetlands Delineation Manual" and corresponding Regional Supplement.
 - i. During field review efforts, a Global Positioning System (GPS) capable of sub foot accuracy will be utilized to obtain reference points for potential wetlands, streams, and other notable natural resources features on site. Although this information can be used for preliminary project planning, it is intended for study purposes only. This task offers an approximate location of wetlands and streams that are subject to change following full delineation and verification by the USACE.
 - ii. Scoping letters will be forwarded to the State Historic Preservation Office (SHPO) and the U.S. Fish and Wildlife Service (FWS) for agency input regarding potential cultural resources and protected species issues, respectively. A database search of the N.C. Natural Heritage Program will also be completed. Responses are anticipated to be provided by the two agencies.
 - iii. A map depicting the findings of the potential jurisdictional waters determination will be prepared; a GPS data file of reference points will also be provided. A brief summary of findings/potential opportunities and recommended 'next steps' will be provided.
 3. Coordinate with the City of Concord Transportation Department and perform a transportation existing conditions assessment at the park property as the initial efforts toward a traffic impact analysis of the proposed park entrance along Cox Mill Road. Information that could be gathered includes traffic count research (AADT and Turning Movements); past studies/TIAs/forecast research; and school outreach for circulation patterns and bell schedules.
 4. Coordinate with City of Concord Engineering and Water Resource Departments to identify and confirm utility locations and connections. Also, work with City of Concord Water Resource Department and Planning Department to identify standards, review the permit process, and discuss areas for potential stormwater BMPs.

5. Study the City of Concord’s 2016 Comprehensive Parks & Recreation Master Plan, the City’s Open Space Connectivity Analysis, the City’s Planned Greenways, the City’s 2030 Land Use Plan, Cabarrus County’s Master Plans, and any other plans in effect that the City of Concord may recommend. Chart the program needs that are applicable for the proposed park from these documents.
6. Coordinate with Cabarrus County Planning and Development, Cabarrus County Active Living & Parks, Cabarrus County Soil & Water Conservation, and Cabarrus County Schools.
7. Review adjacent land use, neighborhoods, easements, and proposed development and coordinate with developers for other projects under construction.
8. Identify pedestrian and vehicular connection locations with adjacent neighborhoods.
9. After the initial research and a site visit, Woolpert will prepare a site composite analysis and site suitability map, graphically showing the various opportunities and constraints of the park property. This analysis will be based upon natural factors (topography/wetlands/soil/vegetation, etc.) and cultural factors (existing structures, utilities, zoning, parking capacity, surrounding land uses, roads, etc.) of the property.

Task 3 – Needs Assessment - Public Participation

- A. Public Participation: The Woolpert Team will coordinate with City of Concord staff to assist with conducting three (3) Steering Committee (Stakeholder) meetings, one day of all focus group meetings, and three public community workshops. Steering Committee (stakeholder) and focus group meetings may occur using virtual teleconferencing, or in a physical setting that allows proper adherence of CDC and City of Concord COVID-19 policies if necessary.
- B. Steering Committee (Stakeholder) Meetings: Woolpert will engage a previously identified group of stakeholders in a series of meetings interspersed within the master planning process. A maximum of 8 people are recommended for the Steering Committee. They will work alongside two Woolpert representatives, for a total number of 10 people.
 1. Meeting #1 – Discussion in this meeting will consist of the information to be presented in the first Community Workshop, identification of focus groups, and potential park programming anticipate by the Steering Committee.
 2. Meeting #2 – Woolpert will present the findings of the focus groups and first public community workshop as two conceptual master plans to be discussed with the Steering Committee in anticipation of sharing the plans with the public in workshop #2. An estimate of probable construction costs for each scheme will also be presented along with potential phasing if required by budget and/or schedule.
 3. Meeting #3 – Woolpert will present the final non-rendered master plan and associated estimate of probable construction costs and construction phasing and open the floor to evaluation and discussion with the Steering Committee. Steering Committee feedback will be incorporated into the final rendered Master Plan.
 4. Woolpert and City staff will coordinate with City Council members on their presence at certain meetings during the master planning process (i.e. focus group meetings, public workshops, etc.).
- C. Non-Statistical Community Survey/ Questionnaire: Woolpert will work with City staff to develop the content of a non-statistical survey/ questionnaire for the project, in a format approved by the City’s Public Affairs Department. The team will tailor the survey specifically to the Northwest Community Park’s park programming needs. This non-statistical community survey/ questionnaire will be self-selecting and therefore the results cannot be generalized to the entire population of Concord, as opposed to a statistically valid survey process. This online method is a complimentary tool to the in-person public

community workshops and focus group meetings to broaden public participation, especially during the current Covid-19 pandemic situation.

- D. Focus Group Meetings: Woolpert will work with City staff to facilitate a day of meetings with various focus groups with strong connections to the community and/or the park site. This could be athletics associations, representatives of the police department and emergency services, students/parents, potential programming or funding partners, adjacent neighborhoods/residents, etc. Focus groups will be identified at the Startup Meeting under Task 1.
- E. Public Community Workshops: Woolpert will engage the public through three community workshops at the different stages of the master planning process.
 - 1. Meeting #1 – The primary goal of this first meeting is to educate the public on the park site and the master planning process. Woolpert and the City of Concord will introduce the proposed project and the stages/phases of the entire project, with focus coming back on working toward a master plan. An interactive dialogue will ensue in which the community will start to identify needs, concerns, wants and issues. Woolpert will analyze the Community’s needs and determine their compatibility with the site.
 - i. If it is possible to meet in person, it is anticipated that tables will be available to gather around, and that each table will have a copy of the scaled Suitability Map along with cut-out templates of various park elements (derived from 2016 P&R Comp. MP and staff) for participants to explore “park planning” their ideas for the park.
 - 2. Meeting #2 – Woolpert will present two conceptual master plan alternates for public review, feedback and comment. The story of the design alternates will be shared in the journey from analysis through public and focus group input and participation. At this time the project schedule could be revisited in conjunction with the conceptual plans to educate the public and set expectations. Woolpert will solicit any additional opinions and concerns generated from evaluation of the concepts.
 - 3. Meeting #3 – The goal of this last meeting is to present the preliminary master plan, reviewing the process of public participation to reinforce consensus.
- F. Woolpert will present the final rendered master plan to City Council toward their review and adoption of the park plan (see task 4, item 4 below).
- G. Public Input Meetings/Presentations Format Options: Woolpert proposes several alternate platform format options for hosting public meetings in lieu of an in-person, public forum should circumstances prevent physical meetings:
 - 1. Woolpert can pre-record presentations that are then posted on the City’s website and tied to social media for advertising, with a link to a webpage where the public can leave input.
 - 2. Woolpert can conduct a live event/meeting broadcast over a teleconference stage with potential break out rooms.
 - 3. Woolpert can work with the City to find an appropriate space to host a longer, rolling public meeting timeframe in which residents following CDC recommendations can be allowed in groups of 9 to be socially distanced with either a Woolpert representative or City Staff member who can facilitate smaller group presentations/discussions.

Task 4 – Master Planning

- A. Conceptual Plans (for Second Steering Committee and Public Meetings as noted in Task 3): The Woolpert team will begin to generate two (2) concepts in which they have tested ideas/visions of the desired programs and suggestions obtained from the start-up meeting through the first public meeting. The team will also prepare an estimate of probable construction costs for each scheme along with potential phasing ideas if required by budget and/or schedule.



- B. Preliminary Final Master Plan: The Woolpert team will prepare a preferred plan that will likely be a combination of the two conceptual plans. It will describe the intensity, nature and character of the development, assist the design process forward with managing expectations, outcomes and project costs, and respond to what was heard from the public along with current trends and opportunities. Program floorplan massing sketches in 2D of the proposed building(s) will be provided only. Master plan components will include the proposed uses and distribution of program elements. All of these tasks leading up to the final master plan will result in a prioritized park and recreation improvement plan toward park development. The final plan will be accompanied by preliminary costs and any add alternates to be considered within the projected total construction budget of the park.
- C. Master Plan Formal Presentation Meeting: Woolpert will issue the Preliminary Master Plan (graphic maps in AutoCAD) to the City (Steering Committee) for review and make final revisions to the plans. The team will submit all the final plan maps / graphics, including both hard copy and electronic formats. The graphics will be both full sized and at an appropriate scale. Woolpert will provide a final rendered site plan (at an appropriate scale, JPEGs and any PowerPoint information for use in marketing, etc.). In addition, the team will respond to edits that might have been identified for the massing building sketch of the proposed building(s). A more defined, rendered building perspective sketch is considered an optional task and listed below as item A.
- D. A final presentation will be held with City Council to present the findings of the master plan, along with the projected construction costs, phasing options and the projected implementation approach of the Phase-1 portion of the park development. Once it is approved by Council it will be designated as final.

Final Deliverables – Tasks 1 - 4:

1. Start-Up Meeting Minutes
2. Aerial Map with Site Photography
3. Map of Potential Jurisdictional Waters Determination
4. Composite Analysis Map of Cultural and Natural Factors
5. Site Suitability Map
6. Steering Committee Meeting Minutes
7. Focus Group Questionnaires and Meeting Minutes
8. Photographic documentation of the public engagement plans and group priority lists
9. Two Conceptual Plans
10. Exploratory Estimate of Probable Cost for Each Concept
11. Preliminary Final Master Plan & Final Master Plan
12. Preliminary Estimate of Probable MP Cost
13. Final Presentation

Other Optional Tasks

- A. Building Rendering: The Woolpert team can provide a perspective view rendering of the proposed community/ recreation center for the project. This rendering will be a computer-generated rendering/graphic and would likely be the front or street view elevation of the proposed building. This rendering will be a conceptual graphic only to help with the overall vision of the proposed facility to both the City Council and for the community.
- B. Building Programming: Woolpert would obtain the services from a national recreational programmer (i.e. Greenplay), to perform a program identification assessment. This assessment will review how well the City aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. Utilizing the community input, and preparing a demographic analysis, service provider analysis, and market definition, the Consulting Team will identify the recommended core programs for the proposed building (community/ recreation center and/or nature center). This will include key activities and programs for



participants, as well as the potential size of the core program and market positioning in the region. Another optional scoping item in addition to the programming, would be to include a Financial Plan/Pro-Forma for the building. This would include a space utilization summary based on detailed line item projections and detailed participation by program area.

- C. USACE Wetlands Delineation, Jurisdictional Determination, Permitting (404/401 Nationwide): It is anticipated that some disturbance will occur to the existing wetlands/onsite streams on the parcel with the proposed park development and possible sanitary sewer connection routing. It is recommended these services be reviewed immediately following the approval of the master plan in order to allow the design process to continue moving forward. Woolpert’s sub-consultant (STV) will prepare the services required for the wetland delineation, and any necessary permitting. These next steps include:
 - 1. Waters of the U.S. and Wetlands Delineations & Waters of the U.S. Boundary Verification/Jurisdictional Determination (JD)
 - 2. Section 404/401 Nationwide Permit

- D. Surveying : During the master planning phase, Woolpert will utilize the County’s/ City’s GIS mapping as the base mapping for the master plan. A physical survey will be required for construction documents and/or any other engineering reviews for the proposed development. is recommended these services be reviewed immediately following the approval of the master plan in order to allow the design process to continue moving forward. In addition, survey any of the jurisdictional wetlands/ streams for the project area. Woolpert’s sub-consultant (Henson-Foley) will prepare the services as required for the project.

- E. Traffic Impact Assessment (TIA): It is recommended TIA services be reviewed immediately following the approval of the master plan in order to allow the design process to continue moving forward. Woolpert’s sub-consultant (STV) will prepare a TIA for the park site (+/- 2-4 intersections per park) to include the following:
 - 1. Develop trip generation estimates
 - 2. Conduct turning movement counts
 - 3. Assign trip distribution
 - 4. Determine Intersection Level of Service
 - 5. Prepare Technical memorandum

Project Schedule

Woolpert shall perform the services as outlined in this proposal as expeditiously and consistent with professional skill and care and the orderly progress of the project. The schedule will be further discussed and provided at the start-up meeting, reviewed and redefined throughout each phase of the project as necessary. It is anticipated from the notice to proceed, Woolpert can complete the master planning services within six (6) months. The following is a tentative schedule:

Task / Item Description	Task Duration	Total Days	+/- Month
Task 1: Start-up Project Meeting	15 days	15 days	June
Task 2: Research and Analysis	30 days	45 days	July
Task 3: Needs Assessment - Public Participation	45 days	90 days	August - September
Task 4: Master Planning	45 days	135 days	October
Final Council Presentation	15 days	150 days	November



Additional/ Optional Services

The following services are currently not anticipated for the master planning phase of the project, but many items listed most likely will be added to the contract as an addendum.

1. Providing construction documents, permitting, and construction administration.
2. Conduct any services for programming, staffing & community / recreation center business plan analysis / proforma.
3. Conducting additional project, stakeholder, focus group, community/workshops meetings or presentations not already stipulated in the scope of services.
4. Providing services for a statically formal survey/questionnaire.
5. Providing utility capacity studies and current as-built utility verification .
6. Providing environmental investigations not already stipulated in the scope of services.
7. Providing additional rendered drawings or models of the project not already stipulated in the scope of services.
8. Providing surveying services in connection with the project not already stipulated in the scope of services.
9. Providing any geotechnical, environmental engineering services .
10. Providing any design services or coordination with adjoining property owners or offsite infrastructure (i.e. utilities, roadway).
11. Providing additional drawings / maps for the project not already stipulated in the scope of services.
12. Providing services resulting from significant changes in the extent of the project.
13. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering/planning practices.

Lump Sum Compensation

The following fees are based upon the aforementioned scope of work:

Master Planning

Task 1 – Start-up Project Meeting	\$ 9,380.00
Task 2 - Research and Analysis	\$ 25,380.00
Task 3 - Needs Assessment - Public Participation.....	\$ 30,380.00
Task 4 – Master Planning.....	\$ 17,580.00
Other:	
Reimbursable Expenses	<u>\$ 1,100.00</u>
Total	\$ 83,820.00

Other Optional Tasks

A. Building Rendering	\$ 5,000.00
B. Building Programming	\$ 15,000.00
C. USACE Wetlands:	
1. Waters of the U.S. and Wetlands Delineations & Waters of the U.S. Boundary Verification/Jurisdictional Determination (JD)	\$ 15,500.00
2. Section 404/401 Nationwide Permit.....	\$ 17,250.00
D. Surveying	\$ TBD
E. Traffic Impact Assessment (TIA)	\$ TBD
F. Schematic Design, Design Development, Construction Documents and Permitting	\$ TBD
G. Bidding and Construction Administration	\$ TBD

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 26 Union Street, South, Concord, North Carolina, and TELECOMMUNICATION & INDUSTRIAL CONSULTING SERVICES (TELICS), a professional corporation (herein referred to as "Contractor"); located at 3440 Lakemont Boulevard; Fort Mill, SC 29708

W I T N E S S E T H:

WHEREAS, the Contractor is engaged in the business of performing consulting services relating to professional real estate services matter; and

WHEREAS, the City desires to contract with the Contractor to perform such services for certain Greenway acquisition projects located throughout the City; and

WHEREAS, the City intends for the Contractor to provide certain real estate acquisition services, which may include property research, right-of-way/fee simple/easement acquisition, property negotiations, appraisals, and survey work on a parcel by parcel basis. The City shall issue addendums under this Agreement for additional projects as mutually agreed to and executed by the City and Contractor. The City shall request scope and fee for the Contractor to provide a proposal for the services to be included in such addendums.

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

Sec. 1. Professional Services to be Provided. The Contractor will provide professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

Sec. 2. Standards of Performance.

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom consistent with the standard of care, and City shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Contractor shall perform or furnish professional real estate and related services in all phases of the Project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the services. The meaning of the term "consultant" shall include "subcontractor." Contractor shall not be required to employ any Contractor consultant unacceptable to Contractor; however, the Contractor shall obtain the City's written approval for each consultant selected. Such approval may be granted by the City Manager or by any duly authorized agent of the City Manager.

D. Contractor and City shall comply with all applicable local, state and federal Laws and Regulations or Standards. Changes made to these requirements subsequent to the City's issuance of the Notice to Proceed may be the basis for modifications to City's responsibilities or to the scope, schedule, and compensation for Contractor's services.

E. City shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. City shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the services of Contractor.

G. Contractor shall guarantee the performance of any consultant hired by, or otherwise relied upon by Contractor and shall assume responsibility for any such consultant's failure to furnish and perform the Work in accordance with this Agreement.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor's agents or employees or any other persons (except Contractor's own employees or consultant's hired by or working directly for the Contractor) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications by the City of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

Sec. 3. Project Site. Reasonable precautions will be taken to minimize damage to the Project Site from the Contractor's activities and use of equipment. The Contractor, well in advance of any testing or site investigation, will research and identify the accurate location of all utilities located on the Project Site including the presence and accurate location of hidden or obscured man-made objects known to the City. Contractor shall take all reasonable precautions to locate any hidden or obscured utilities or other man-made objects which may be on the Project Site, but are unknown to the City.

Sec. 4. Time of Service. The Contractor shall commence work within thirty (30) days of the date of its receipt of written Notice to Proceed from the City for each project as described by the Scope of Services in Exhibit "A". The date of the Contractor's receipt of the Notice to Proceed for each project shall be the "Commencement Date." All work as set forth in each project described by the Scope of Services in Exhibit "A" shall be completed within one-hundred and eighty (180) calendar days of the Commencement Date. The date that is one-hundred eighty (180) calendar days from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to each project. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A." The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under any agreement or in law or equity.

Sec. 5. Cancellation for Non-Conformity or Breach.

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the City shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and the Contractor agrees that the City may return part or all of any delivery and may charge the Contractor with any loss or expense sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 6. Insurance and Liability. Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input checked="" type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input type="checkbox"/> \$2,000,000 per occurrence
Professional Liability	For Non-Hazardous Activities: \$1,000,000 per claim / \$1,000,000 annual aggregate For Hazardous Activities: <input type="checkbox"/> For contracts less than \$100,000 – \$2,000,000 per claim / \$2,000,000 annual aggregate <input type="checkbox"/> For contracts over \$100,000 – \$5,000,000 per claim / \$5,000,000 annual aggregate

Sec. 7. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

B. The City shall be named as an **additional insured** on all policies except workers compensation and professional liability, and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured

as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

C. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 8. Indemnification. To the maximum extent allowed by law, the Contractor 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 Contractor or its subcontractors 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 Contractor 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. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

Sec. 9. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the City harmless from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof.

Sec. 10. Documents. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the Contractor pursuant to this Agreement, shall be the City’s sole property. The Contractor shall furnish or cause to be furnished to the City any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor for the Project. The documents so provided will remain the property of the City. All documents prepared by the Contractor for the City are subject to public records requirements, and the City will not assume any responsibility for any third party’s use of the documents that are produced.

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit “A” – Scope of Services / Fee for Scope of Services.
- (b) Exhibit “B” – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit “C” – Tax Form(s).
- (d) Exhibit “D” - Certificate of Insurance.

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the City has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the City Manager or a duly authorized representative of the City Manager.

Sec. 12. Strict Compliance. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

Sec. 13. Corporate Status. If the Contractor experiences any change in corporate status whatsoever, including but not limited to incorporation, dissolution or suspension of incorporation, or any change in the status of partnership or sole proprietorship, and the Contractor does not notify the City of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The City may, at its sole option, either declare the Agreement null and void or require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

Sec. 14. Notices.

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Bob Dowless, Director
City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704) 792-1971

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

To the Contractor:

Steve Nichols, Vice President
TELICS
3440 Lakemont Blvd,
Fort Mill, SC 29708

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service with return receipt requested, or upon actual delivery, whichever first occurs.

Sec. 15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services and the termination of this Agreement.

Sec. 16. Miscellaneous.

A. Choice of Law and Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina, and shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

B. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

E. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

F. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

G. EEO Provisions. During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of

the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. No Third Party Right Created. This Agreement is intended for the benefit of the City and the Contractor and not any other person.

I. Principles of Interpretation. In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

J. Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the

parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

**TELECOMMUNICATION & INDUSTRIAL
CONSULTING SERVICES CORPORATION
(TELICS)**

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: Steve Nichols
Signature of President, Vice President or Partner

Date: _____

Printed Name & Title: **Steve Nichols, Vice President**

Date: June 22, 2020

ATTEST BY:

ATTEST BY: Andrew J Ponder

City Clerk

Signature of President, Vice President or other officer

Printed Name: ANDREW J PONDER

APPROVED AS TO FORM:

Title: SENIOR MANAGER

Attorney for the City of Concord

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and TELICS, INC. dated _____ 2020.

Scope of Services:

Per the attached proposal, TELICS, INC. will provide Real Estate Services to the City of Concord for projects identified by the Comprehensive Park Master Plan, and Open Space Connectivity Analysis

Fee for Scope of Services:

The fee for services shall not exceed **\$8,700 per parcel for fee simple or easement acquisition, appraisal services (if needed), property negotiations, and transmittal summaries (as necessary)** plus any additional services for reimbursable expense allowance on an hourly basis, which may include title and deed research, property surveys, and written legal descriptions, which shall be based on a lump sum format, whereby fees would be invoiced as tasks are completed. Fees for TELICS, INC. staff time shall be based on the rate schedule provided in the scope. Invoices shall be directed to:

Attn: Jason Pauling
City of Concord Parks and Recreation Department
P.O. Box 308
Concord, NC 28026-0308.

Should changes or extra services be needed, which will cause a cost overrun; TELICS, INC. will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates: Refer to the attached proposal
:



DATE: June 4, 2020
 TO: Jason Pauling
 City of Concord Parks & Recreation Dept – Senior Planner
 FROM: Andrew J. Ponder
 TELICS – Senior Manager - Right of Way Services
 PROJECT: On-Call Real Estates Services

- McEachern Greenway: Hospital Phase
- Hector Henry Greenway (Rocky River): Cannon Crossing & Cox Mill Phase
- Cox Mill Loop
- Irish Buffalo Creek

TELICS Fee Schedule	
Description	Fee
Right of Way / Fee Simple / Easement Acquisition	\$3,000 / parcel
Right of Way Transmittal Summary (if necessary)	\$2,200 / parcel
Narrative Appraisal (if necessary)	\$3,500 / parcel

Additional Fee Information:

- Additional Real Estate Services requested by the City of Concord will be invoiced at the hourly rate of \$100 per hour
- Recording Fees are not included in the per parcel price listed above. Once agreements are recorded, recording fee of \$31.00 per parcel plus any required Excise Tax will be added to the monthly invoice.
- Invoices will be submitted monthly once certain stages of the process are complete. (25% for initial contact with property owner, 25% once offer is made, 25% upon execution of agreement, and 25% once documents are approved and recorded)
- Payment is due and payable within 30 days from the date of invoice.

City of Concord will provide the following:

- Construction Plans
- Individual parcel plat, exhibit or written legal description (TELICS can provide for additional fees if necessary)
- Easement Acquisition Agreement for easements and General Warranty Deed for fee simple / right of way areas

**TELICS Scope of Work
Acquisition Services**

TELICS will provide property acquisition services as described in this task. Prior to the start of a project, the entire acquisition scope and proposed design will be discussed by the agent and designer. For budgetary purposes, it is assumed that 15 parcels will require either an easement or fee simple acquisition. Work for this task includes the following:

- Preliminary research shall include, but is not limited to the following:
 - Pulling individual parcel deeds and tax cards to verify property ownership,
 - Creating Master Property List to determine values for easements areas,
 - Researching contact information including performing Secretary of State Corporation searches.
- Agent will mail or deliver an Introduction Packet to each affected property owner which consists of the following:
 - An introduction letter,
 - General Warranty Deed or easement agreement document (as provided by Client)
 - Exhibit for each parcel which depicts the area of the easement in relation to the entire tract and lists the area to be acquired or legal description of the proposed area.
- Agent will contact each owner of record and follow up with an Introduction Packet within 7-10 days by letter, phone or in-person to make initial contact. Agent will make a good faith attempt to meet with all local property owners. Out of town property owners will be given the opportunity to attend a site meeting.
- Agent will maintain a field diary that includes file notes of each conversation, visit, e-mail and/or contact attempt. Agent will furnish additional information requested by the property owner.
- All negotiations must comply with the client-approved procedures and preapproved offer amounts.
 - Agent will make initial offer based upon a 100% of the tax value for fee simple, 50% for Permanent Easements, and 12% for Temporary Construction Easements. A tabulation of all fees will be presented to the client for approval prior to offers being made to property owner. Initial easement offers will be calculated by the agent as follows:
 - The tax value of the land and the area of the land will be recorded from the tax cards. These values will be used to determine the parcel's value per square foot.
 - If the property owner requests special provisions be added to the easement or for additional compensation, these must be approved by the client prior to a settlement. Special provisions include landscaping, tree removal, tree replacement, tree saving, etc.
 - If the property owner agrees to settle for a value listed above, then the agent shall insert the agreed upon value into the easement document and the property owner shall sign the easement document.
 - Upon completion of satisfactory negotiations and acceptance of the negotiated settlement, the agent shall inform the owner of record about the closing procedure and disbursement of money by the client.
 - Once all documents have been executed agent will record the easements and deliver to the appropriate person. Client will then cut a check directly to the property owner.
- When appraisals are required at the request of the property owner or due to condemnation, Agent will have an appraisal prepared after the client gives approval.



Additional Services to be provided by TELICS Subcontractors (if required)

Legal Services - Law Office of Daniel Grist, LLP

SERVICE:	FEE:
• Title Search and Preliminary Certificate of Title	\$600.00
• Deed Preparation	\$150.00
• Release Deed and Affidavit Preparation	\$150.00
• Update for Preliminary Title Report	\$125.00
• Closing Transaction	\$250.00

Surveyor - Jordan Grant & Associates, PLLC

SERVICE:	FEE:
• Property Survey	
• Single Family Residence	\$750.00
• Multi-Family / Commercial Property	TBD on case by case basis
• Written Legal Descriptions	\$200.00
• Property Staking: Easement and/or Property Lines	\$150 per hour

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, Steve Nichols (the individual signing below), being duly authorized by and on behalf of Telecommunication & Industrial Consulting Services Corporation (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.

2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.

3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES X, or b. NO ____.

4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.

5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.
This 3rd day of June, 2020.

[Signature]

Signature of Affiant

Print or Type Name: Steve Nichols, Vice President

State of North Carolina County of Iredell

Signed and sworn to (or affirmed) before me, this the 3RD

day of JUNE, 2020.

My Commission Expires:

November 26, 2021

[Signature]
Notary Public

(Affix Official/Notarial Seal)

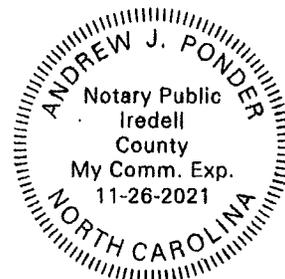


EXHIBIT "C"

TAX FORM(S)

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Telecommunication & Industrial Consulting Services, Corp.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 909	Requester's name and address (optional)
6 City, state, and ZIP code Pineville, N.C. 28134	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
5	6	-	1	3	0	1	6	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Michelle Stone</i>	Date ▶ <i>6-2-20</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT "D"

CERTIFICATE OF INSURANCE



TELE&IN-01

WALLEN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100009384 Hub International Carolinas 1001 Morehead Square Drive Suite 400 Charlotte, NC 28203-0013	CONTACT NAME: Wendy Allen	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: wendy.allen@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Employers Mutual Casualty Company		21415
INSURER B : Carolina Casualty Insurance Company		10510
INSURER C : National Union Fire Insurance Company of Pittsburgh, PA		19445
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Telecommunication & Industrial Consulting Services Corp
 (TELICS)
 3440 Lakemont Blvd.
 Fort Mill, SC 29708

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2I39114	1/26/2020	1/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2L39114	1/26/2020	1/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2J39114	1/26/2020	1/26/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	KEY0136270	1/26/2020	1/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			03-985-23-76	1/26/2020	1/26/2021	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Concord is included as additional insured with respects to General Liability , if required by written contract. A waiver of subrogation is granted in favor of the City of Concord on general liability and workers compensation.

Carrier will mail notice of cancellation to certificate holder at least 30 days before the effective date of the cancellation

CERTIFICATE HOLDER City of Concord Attention: Risk Management PO Box 308 Concord, NC 28026-0308	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Wendy B. Allen</i>

RESOLUTION GRANTING AN EASEMENT

WHEREAS, the City of Concord is owner of fee simple title to a parcel of land having a parcel identification number of 5527-44-5003-0000; and

WHEREAS, Cabarrus Propco, LLC is proposing to construct Rocky Mill Manor on Drake Mill Lane SW; and

WHEREAS, Cabarrus Propco, LLC needs to acquire a temporary construction easement in order to remove an old sediment and erosion control device that will require grading on the City's parcel;

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

1. That an easement as shown on Exhibit "A" is hereby ordered granted.
2. The easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to Cabarrus Propco LLC.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

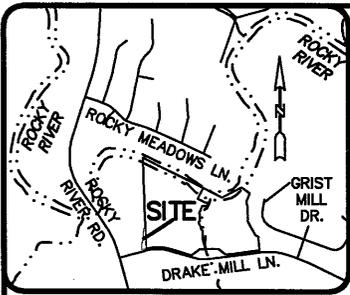
Adopted this 9th day of July 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor



VICINITY MAP
NOT TO SCALE

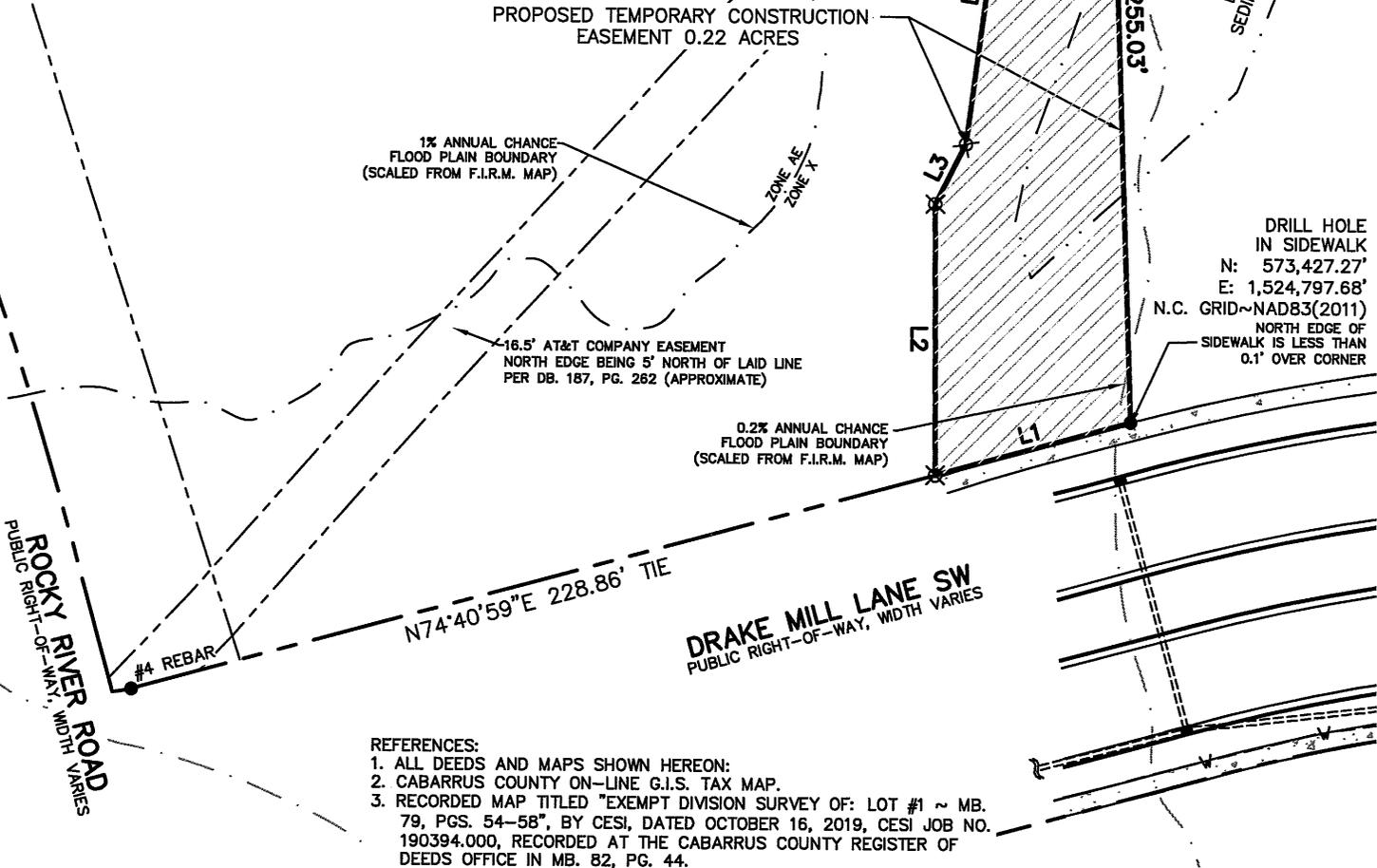
- NOTES:
1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD; RAW ERROR OF CLOSURE IS 1:16,015.
 2. AREAS COMPUTED BY COORDINATE COMPUTATIONS.
 3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 4. SUBJECT PROPERTY LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ZONE X (0.2% ANNUAL CHANCE FLOODPLAIN, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) AND ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AS PER F.I.R.M. MAP NUMBER 3710552700K, EFFECTIVE DATE NOVEMBER 16, 2018.

BASIS OF BEARING
N.C. GRID ~ NAD 83(2011)
EPOCH 2010.00
(FROM REF.#3)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S74°40'59"W	55.54'
L2	N0°17'53"W	74.71'
L3	N26°41'02"E	18.53'
L4	N7°28'58"E	83.75'
L5	N2°35'57"E	79.41'
L6	N54°20'33"E	27.31'

LEGEND

- EXISTING IRON AS DESCRIBED
- ⊗ NPS (NO POINT SET)
- CATCH BASIN
- BOUNDARY LINE (AS SURVEYED)
- - - BOUNDARY LINE (BY DEED OR PLAT)
- · - · - RIGHT-OF-WAY LINE
- · - · - EASEMENT LINE
- e - TEMP. CONSTRUCTION EASEMENT
- FD - BURIED FIBER OPTIC LINE
- - - TIE LINE
- - - - - STORM SEWER PIPE



REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON;
2. CABARRUS COUNTY ON-LINE G.I.S. TAX MAP.
3. RECORDED MAP TITLED "EXEMPT DIVISION SURVEY OF: LOT #1 ~ MB. 79, PGS. 54-58", BY CESI, DATED OCTOBER 16, 2019, CESI JOB NO. 190394.000, RECORDED AT THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE IN MB. 82, PG. 44.

PLAT CERTIFICATION

I, MARION L. SANDLIN, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:16,015; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT:

D. THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF JUNE, 2020 A.D.

PROFESSIONAL LAND SURVEYOR
MARION L. SANDLIN, JR.
L-2041
LICENSE NO. L-

TEMPORARY CONSTRUCTION EASEMENT SURVEY

PROPERTY OF: **CITY OF CONCORD**
NUMBER 1 TOWNSHIP, CABARRUS CD., NC
ADDRESS: 1095 DRAKE MILL LANE SW, CONCORD, NC

PLAT RECORDED IN MB. 78, PG. 1, DEED RECORDED IN DB. 13262, PG. 222
FOR CLIENT: **CABARRUS PROPCO, LLC**

SCALE: 1 IN. = 50 FT. DATE: JUNE 18, 2020



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025 FAX (704) 786-7454
ACAD FILE: TCE.DWG

City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: BLENDER MORES
2. Name and address of owner(s)/developer(s): LAND DEVELOPMENT SOLUTIONS
168 KILBORNE ROAD MOORESVILLE NC 28117
3. Owner(s)/developer(s) telephone: 704-506-2407 Fax: _____
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): SAUNDRA QUICKLE
BENCHMARK REALTY 706-693-0029
7. Name and address of person to whom comments should be sent: DAVID GULLICK
168 KILBORNE ROAD MOORESVILLE NC 28117
8. Telephone number of person to whom comments should be sent: 704-506-2407
Fax: _____
9. Location of property: 3560 LIS HWY 601 S CONCORD NC 28025
10. Cabarrus County P.I.N.#: 55397152270000
11. Current zoning classification: LDR/GC
12. Total acres: 172.66 Total lots proposed: 1500 +/-
13. Brief Description of development: REZONE TO MIXED USE ACTIVITY
CENTER. MIXED USE DEVELOPMENT
14. Proposed Construction Schedule 1.5 YEARS
15. Type of Service requested SEWER AND WATER

Date 6/25/20

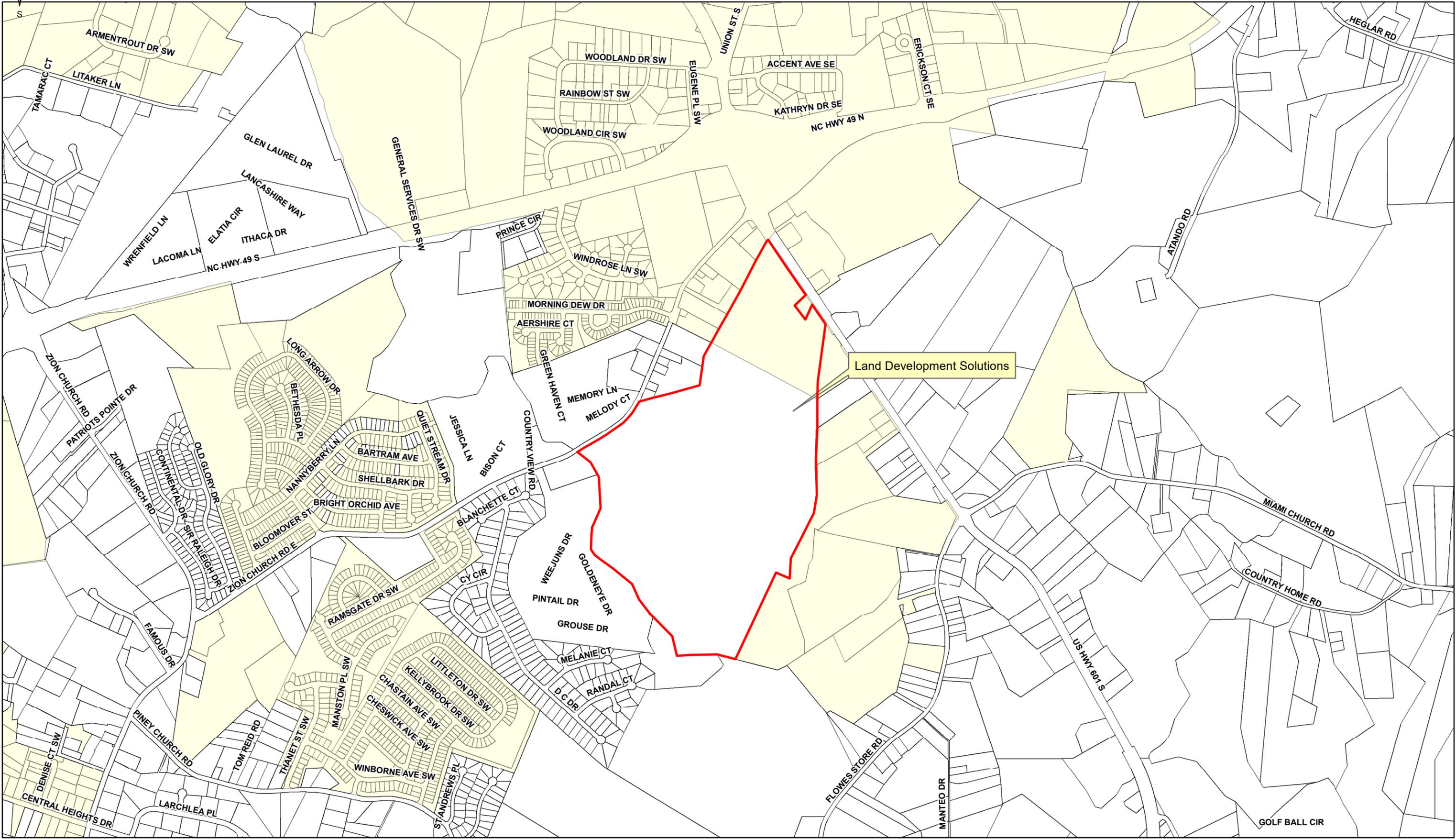
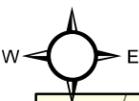
David Gullick
Signature of Owner/Agent

DAVID GULLICK
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____

Preliminary Application



NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by Blue Anchor, LLC, a North Carolina limited liability company, whose principal address is c/o Pamex, Inc., 4690 Vinita Ct., Chino, CA 91710 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

W I T N E S S E T H:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 8400 Westmoreland Drive NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 4680-96-4101. It being the land conveyed to Grantor by deed recorded in Books and Pages 13640/53 and 13640/58 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely a

Dry Extended Detention Basin and a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “Post Construction Control Easement Exhibit” and labeled “SCM Access and Maintenance Easement 25153 SQ.FT. 0.577 Acres”**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit “A” from Westmoreland Drive N.W. 80’ Public R/W**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Dry Extended Detention Basin and Sand Filter Inspection and Maintenance Plans attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and

Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Dry Extended Detention Basin and Sand Filter Inspection and Maintenance Plans.

2. Upon completion of the construction of the SCMs, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCMs and all components and structures related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated _____, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Blue Anchor, LLC, a North Carolina limited liability company

By: _____

Name: _____, Manager

GRANTEE:

City of Concord, a municipal corporation

By: _____

Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he is the Manager of Blue Anchor, LLC, a North Carolina limited liability company and that he/she as Manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2020

Notary Public
My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2020.

Notary Public _____
My commission expires: _____

GRANT 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 grant project ordinance is hereby amended:

SECTION 1. The project authorized and amended are the projects included in the HOME 2019 and 2021 Grants.

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:

<u>Revenues</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
320-4334606				
320-4334606	Home Grant Revenue 2019	\$43,334	\$0	(\$43,334)
Total				(\$43,334)

SECTION 4. The following amounts are appropriated for the project

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3209-5121000				
3209-5121000	Regular	\$31,683	\$0	(\$31,683)
3209-5181000				
3209-5181000	FICA	\$ 2,423	\$0	(\$ 2,423)
3209-5182000				
3209-5182000	Retirement-General	\$ 3,216	\$0	(\$ 3,216)
3209-5183000				
3209-5183000	Group Insurance	\$3,641	\$0	(\$ 3,641)
3209-5187000				
3209-5187000	401K Contribution	\$ 1,109	\$0	(\$ 1,109)
3209-5294000				
3209-5294000	Misc Pay	\$ 943	\$0	(\$ 943)
3211-5294000				
3211-5294000	Misc Pay	\$ 319	\$0	(\$ 319)
Total				(\$43,334)

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 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

9th day of July, 2020.

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			
8150-5987000	Fund	\$3,784,444	\$0	(\$3,784,444)
8150-5989000	To Golf			
8150-5989000	Fund	\$35,200	\$0	(\$35,200)
	From			
285-4501100	General			
285-4501100	Fund	\$31,310,457	\$27,490,813	(\$3,819,644)

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 9th day of July, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

CAPITAL PROJECT ORDINANCE

Utility Capital Reserve

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 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 Utility Funds will serve as the funding sources for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance. The project authorized and amended is utility capital project reserves.

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4501610 282-4501610	From Electric	\$19,299,415	\$15,882,690	(\$3,416,725)
8120-5987000 8120-5987000	Transfer to Electric Projects	\$3,416,725	\$0	(\$3,416,725)

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 9th day of July, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Water Projects

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

SECTION 1. The projects authorized and amended are Water Projects-Corban Avenue Pump Station.

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8700-5811327				
8700-5811327	Roberta Road Line	\$35,000	\$0	(\$35,000)
8700-5811082				
8700-5811082	Future Water Projects	\$3,562	\$38,562	\$35,000

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 9th day of July, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT
Wastewater 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 adopted/amended:

- SECTION 1. The projects authorized are the projects included for the Havencrest Outfall 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 completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5811082	Future Projects	0	2,795,400	2,795,400
8402-5811082				
8402-5801163	Irish Buffalo to Central	100,000	0	(100,000)
8402-5801163				
8402-5801164	Irish Buffalo to Aaron	155,000	0	(155,000)
8402-5801164				
8402-5801150	Havencrest	617,188	74,788	(542,400)
8402-5801150				
8402-5801162	Lincoln to Broad	1,713,000	0	(1,713,000)
8402-5801162				
8402-5801161	Wilshire to Sedgfield	285,000	0	(285,000)
8402-5801161				
Total				0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day July, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**Outstanding Debt of the City of Concord
30-Jun-20**

Series	Revenue Bonds Description	7/1/2020 Principal Outstanding	Final Maturity	Avg Coupon	Use of Proceeds	FYE 2021 Principal Due	FYE 2021 Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	\$10,870,000	12/1/2028	4.080%	Water/Electric	\$1,005,000	\$393,581
Series 2019	Utility System Revenue Bonds-Refunding	\$6,572,000	12/1/2022	1.670%	Water/Electric/Sewer	\$2,154,000	\$91,767
Series 2016	Utility System Revenue Bonds-Refunding	\$18,340,000	12/1/2035	4.684%	Water/Electric/Sewer	\$780,000	\$848,600
TOTAL		<u>\$35,782,000</u>		<u>4.337%</u>		<u>\$3,939,000</u>	<u>\$1,333,948</u>

Series	Non General Obligation Debt Description	7/1/2020 Balance Outstanding	Final Maturity	Interest Rates	Use of Proceeds	FYE 2021 Principal Due	FYE 2021 Interest Due
Series 2010	Limited Obligation	\$845,000	6/1/2021	2.5% to 4%	*General/Aviation	\$845,000	\$33,800
Series 2014A	Limited Obligation	\$22,120,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	\$1,445,000	\$936,031
Series 2014B	Limited Obligation	\$915,000	6/1/2021	.60% to 2.75%	Golf Course	\$915,000	\$25,163
11/10/2015	Installment Purchase	\$4,305,000	5/1/2030	2.420%	Parking Facility-Aviation	\$386,000	\$104,181
10/11/2017	Installment Purchase Refunding 07 IPA	\$4,767,329	6/30/2028	2.040%	***Aviation/Fire Station	\$685,455	\$93,732
10/8/2019	Installment Purchase	\$910,000	10/1/2029	2.630%	Airport Hangar	\$91,000	\$22,736
11/15/2004	Installment Purchase	\$993,750	11/15/2024	5.010%	Aviation-Hendrick Hangar	\$225,000	\$44,620
TOTAL		<u>\$34,856,079</u>				<u>\$4,592,455</u>	<u>\$1,260,263</u>
		<u>\$70,638,079</u>				<u>\$8,531,455</u>	<u>\$2,594,211</u>

* Streets, Aviation, Parks, Fire Building, Parking, Equipment

** City Hall, Police HQ, Telecommunication Equip.

*** Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

Tax Report for Fiscal Year 2019-2020

FINAL REPORT

May

Property Tax Receipts- Munis

2019 BUDGET YEAR	54852.97
2018	4524.2
2017	1994.64
2016	2732.8
2015	77.94
2014	60
2013	224.05
2012	134.68
2011	109.42
2010	120.19
Prior Years	9.32
Interest	4,937.68
Refunds	
	<hr/>
	69,777.89

Vehicle Tax Receipts- County

2019 BUDGET YEAR	347,001.92
2018	
2017	
2016	
2015	
2014	
2013	17.09
Prior Years	
Penalty & Interest	2,804.20
Refunds	
	<hr/>
	349,823.21

Fire District Tax - County

2019 BUDGET YEAR	3775.76
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	423,376.86

423:Vehicle Tag Fee-Transportation Impr Fund	32,014.18
100:Vehicle Tag Fee	129,981.65
292:Vehicle Tag Fee-Transportation Fund	32,014.18
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	194,010.01

Privilege License	883.75
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	883.75

Oakwood Cemetery current	6,800.00
Oakwood Cemetery endowment	466.66
Rutherford Cemetery current	4,650.02
Rutherford Cemetery endowment	933.32
West Concord Cemetery current	2,450.00
West Concord Cemetery endowment	1,200.00
Total Cemetery Collections	<hr/>
	16,500.00

Total Collections	<hr/>
	\$ 634,770.62

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	3,700.51
Discovery Penalty	
Total Amount Invoiced - Monthly	<u>3,700.51</u>
Total Amount Invoiced - YTD	51,582,968.70

Current Year	
Less Abatements (Releases)	
Real	311.55
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>311.55</u>

Adjusted Amount Invoiced - monthly	3,388.96
Adjusted Amount Invoiced - YTD	51,478,994.86

Current Levy Collected	54,852.97
Levy Collected from previous years	9,987.24
Penalties & Interest Collected	4,937.68
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>69,777.89</u>
Total Collected - YTD	51,651,933.92

Total Collected - net current levy -YTD 51,326,173.97

Percentage of Collected -current levy 99.70%

Amount Uncollected - current year levy 152,820.89

Percentage of Uncollected - current levy 0.30%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of May 2020

RELEASES		
CITY OF CONCORD	\$	311.55
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	548.14
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2015	0	0	0	0.0048	0.00	0.00	
2016	0	0	0	0.0048	0.00	0.00	
2017	770,940	0	770,940	0.0048	3,700.51	0.00	
2018	770,940	0	770,940	0.0048	3,700.51	0.00	
2019	770,940	0	770,940	0.0048	3,700.51	0.00	
2020	0	0	0	0.0048	0.00	0.00	
Total	2,312,820	0	2,312,820		\$ 11,101.54	\$ -	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By C U S I P / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 5/31/2020

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 8/12/2020	05970RHC2	5,000,000.00	4,950,622.20	08/12/2020	1.778	1.42	N/A	99.012444	73
CP BARCLAYS BANK 0 2/19/2021	06742VHX2	5,000,000.00	4,976,319.44	02/19/2021	0.623	1.42	N/A	99.526389	264
CP CHESHAM 0 10/22/2020	16536HKN0	5,000,000.00	4,939,206.94	10/22/2020	1.711	1.41	N/A	98.784139	144
CP CHESHAM 0 6/16/2020	16536HFG1	5,000,000.00	4,952,730.55	06/16/2020	1.888	1.42	N/A	99.054611	16
CP CREDIT SUISSE 0 1/29/2021	2254EANV1	5,000,000.00	4,982,570.83	01/29/2021	0.472	1.43	N/A	99.651417	243
CP NATIXIS 0 12/18/2020	63873JMJ6	5,000,000.00	4,960,488.89	12/18/2020	1.129	1.42	N/A	99.209778	201
CP NATIXIS 0 7/2/2020	63873JG20	5,000,000.00	4,981,850.00	07/02/2020	1.084	1.42	N/A	99.637	32
CP PRUDENTIAL PLC 0 10/26/2020	7443M2KS4	5,000,000.00	4,952,272.22	10/26/2020	1.434	1.42	N/A	99.045444	148
CP TOYOTA MOTOR CREDIT 0 11/19/2020	89233GLK0	5,000,000.00	4,961,422.22	11/19/2020	1.129	1.42	N/A	99.228444	172
CP TOYOTA MOTOR CREDIT 0 7/23/2020	89233GGP5	5,000,000.00	4,943,729.15	07/23/2020	1.871	1.41	N/A	98.874583	53
CPMUFGBANKLTD/NY 0 8/21/2020	62479LHM0	5,000,000.00	4,947,075.00	08/21/2020	1.759	1.41	N/A	98.9415	82
Sub Total / Average Commercial Paper		55,000,000.00	54,548,287.44		1.351	15.60		99.179551	130
FFCB Bond									
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.43	N/A	100	1,422
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.43	N/A	100	1,013
FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.43	N/A	100	2,109
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.43	N/A	100	2,494
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.43	N/A	99.99	1,352
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.43	N/A	100	849
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.43	N/A	100	908
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.43	N/A	100	2,466
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.43	N/A	100	1,580
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.43	N/A	100	1,247
FFCB 2.09 7/1/2022-20	3133EKTA4	5,000,000.00	5,000,000.00	07/01/2022	2.090	1.43	N/A	100	761
FFCB 2.11 7/22/2022-20	3133EKVP8	5,000,000.00	5,000,000.00	07/22/2022	2.110	1.43	N/A	100	782
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.43	N/A	100	2,287
FFCB 2.2 7/24/2023-20	3133EKWZ5	5,000,000.00	5,000,000.00	07/24/2023	2.200	1.43	N/A	100	1,149

FFCB 2.23 7/8/2024-20	3133EKTT3	5,000,000.00	5,000,000.00	07/08/2024	2.230	1.43	N/A	100	1,499
FFCB 2.36 6/17/2024-20	3133EKQW9	5,000,000.00	4,998,750.00	06/17/2024	2.365	1.43	N/A	99.975	1,478
Sub Total / Average FFCB Bond		80,000,000.00	79,998,250.00		1.814	22.88		99.997813	1,462
FHLB Bond									
FHLB 0.67 5/11/2023-20	3130AJK73	5,000,000.00	5,000,000.00	05/11/2023	0.670	1.43	N/A	100	1,075
FHLB 1.125 7/14/2021	3130A8QS5	740,000.00	708,002.40	07/14/2021	2.621	0.20	N/A	95.676	409
FHLB 1.375 2/18/2021	3130A7CV5	600,000.00	582,384.00	02/18/2021	2.383	0.17	N/A	97.064	263
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.43	N/A	100	1,394
FHLB 1.73 6/30/2022-20	3130AHSG9	5,000,000.00	5,000,000.00	06/30/2022	1.730	1.43	N/A	100	760
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.43	N/A	100	1,513
FHLB 1.77 8/28/2024-20	3130AJA90	5,000,000.00	5,000,000.00	08/28/2024	1.770	1.43	N/A	100	1,550
FHLB 1.85 7/6/2023-20	3130AHUA9	5,000,000.00	5,000,000.00	07/06/2023	1.850	1.43	N/A	100	1,131
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.43	N/A	100	1,611
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.24	N/A	97.596	547
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.43	N/A	99.9	180
FHLB 1.92 8/28/2024-20	3130AGXN0	5,000,000.00	5,000,000.00	08/28/2024	1.920	1.43	N/A	100	1,550
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.42	N/A	99.6	1,564
FHLB 2 9/26/2022-20	3130AH5RO	5,000,000.00	5,000,000.00	09/26/2022	2.000	1.43	N/A	100	848
FHLB 2.16 7/13/2026-20	3130AHUT8	5,000,000.00	5,000,000.00	07/13/2026	2.160	1.43	N/A	100	2,234
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.43	N/A	100	3,441
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.26	N/A	102.915948	499
Sub Total / Average FHLB Bond		68,095,000.00	68,025,011.74		1.838	19.46		99.901876	1,405
FHLMC Bond									
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.43	N/A	100	718
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.43	N/A	100	817
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.43	N/A	100	901
FHLMC 0.375 11/4/2022-20	3134GVQU5	5,000,000.00	5,000,000.00	11/04/2022	0.375	1.43	N/A	100	887
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.43	N/A	100	996
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	04/20/2023	0.341	0.37	N/A	100.100871	1,054
FHLMC 1 4/21/2025-21	3134GVLE6	5,000,000.00	5,000,000.00	04/21/2025	1.000	1.43	N/A	100	1,786
FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.43	N/A	100	1,760
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.43	N/A	100	120
FHLMC 1.75 6/23/2022-20	3134GUZY9	5,000,000.00	5,000,000.00	06/23/2022	1.750	1.43	N/A	100	753
FHLMC 1.75 8/25/2022-20	3134GUTK6	5,000,000.00	5,000,000.00	08/25/2022	1.750	1.43	N/A	100	816
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.43	N/A	100	1,397
FHLMC 1.9 6/30/2023-20	3134GUK58	5,000,000.00	5,000,000.00	06/30/2023	1.900	1.43	N/A	100	1,125
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.43	N/A	100.28	177
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.62	N/A	99.595007	592

FHLMC 2.375 2/16/2021	3137EAE19	1,000,000.00	998,264.53	02/16/2021	2.436	0.29	N/A	99.826453	261
Sub Total / Average FHLMC Bond		69,465,000.00	69,469,757.12		1.196	19.87		100.006962	924
FNMA Bond									
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.43	N/A	100	1,054
FNMA 1.25 5/6/2021	3135G0K69	625,000.00	600,577.41	05/06/2021	2.610	0.17	N/A	96.092386	340
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.55	N/A	95.788318	443
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.73	N/A	95.552298	494
FNMA 1.375 2/26/2021	3135G0J20	1,520,000.00	1,473,060.79	02/26/2021	2.516	0.42	N/A	96.912156	271
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.09	N/A	99.499	828
FNMA 1.75 1/30/2023-20	3135G0X73	5,000,000.00	5,000,000.00	01/30/2023	1.750	1.43	N/A	100	974
FNMA 1.75 2/14/2024-20	3135G0Y31	5,000,000.00	5,000,000.00	02/14/2024	1.750	1.43	N/A	100	1,354
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.43	N/A	100	880
FNMA 1.83 11/23/2024-20	3136G4UF8	5,000,000.00	5,000,000.00	11/23/2024	1.830	1.43	N/A	100	1,637
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.57	N/A	99.223064	674
FNMA 1.9 2/18/2025-20	3135G0Y23	5,000,000.00	5,000,000.00	02/18/2025	1.900	1.43	N/A	100	1,724
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.10	N/A	101.379763	857
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.43	N/A	100	120
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.28	N/A	101.014	681
FNMA 2.375 1/19/2023	3135G0T94	770,000.00	790,542.01	01/19/2023	1.448	0.23	N/A	102.667794	963
FNMA 2.375 1/19/2023	3135G0T94	1,050,000.00	1,093,638.00	01/19/2023	0.907	0.31	N/A	104.156	963
Sub Total / Average FNMA Bond		50,730,000.00	50,563,808.72		1.796	14.46		99.700411	965
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	63,662.13	63,662.13	N/A	0.200	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,653,849.48	10,653,849.48	N/A	0.590	3.05	N/A	100	1
NCCMT LGIP	NCCMT481	11,019,459.02	11,019,459.02	N/A	0.200	3.15	N/A	100	1
NCCMT LGIP	NCCMT271	62,555.77	62,555.77	N/A	0.200	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		21,799,526.40	21,799,526.40		0.391	6.24		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,221,352.34	5,221,352.34	N/A	1.000	1.49	N/A	100	1
Sub Total / Average Money Market		5,221,352.34	5,221,352.34		1.000	1.49		100	1
Total / Average		350,310,878.74	349,625,993.76		1.520	100		99.810458	951