



City Council Agenda

Thursday, September 10, 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 September 8, 2020 City Council Work Session and the September 10, 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=UGh3OXI4UHFIZzhpTkpUWVF2a2tgQT09>

Phone Dialing alternative:
646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

Public Hearings will be conducted during the September 8, 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 September 10, 2020 City Council meeting click the following link:

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

The annual Project Update Meeting will be held immediately following the September 8, 2020 Work Session.

* * * * *

- I. Call to Order
- II. Pledge of Allegiance and Moment of Silent Prayer:
- III. Approval of Minutes:
August 11 and August 13, 2020.
- IV. Presentations
 - 1. Recognition of outgoing Board of Adjustment Members Tim Andexler, Virginia Moore, and Ford Craven, and Historic Preservation Commissioner Casey Killough for 6 years of service to the City of Concord Board of Adjustment and the Historic Preservation Commission. The Board of Adjustment and Historic Preservation members are allowed to serve two consecutive three-year terms. Board of Adjustment members Andexler, Moore, Craven, and Historic Preservation Commission Member Killough completed their second consecutive terms on June 30, 2020.
 - 2. Presentation of Proclamation recognizing the week of October 4-10 as Public Power Week.
- 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 amending the Master Development Agreement with Concord Master Venture, LLC for the development of three mixed use structures at 30 Market St. SW, 26 Union St. S, and 25 Barbrick Ave. SW.** The City of Concord entered into a Master Development Agreement dated May 31, 2019 with Concord Master Venture, LLC aka Lansing Melbourne Group (LMG). The amendment expands the project beyond 30 Market St. SW to include the sale of 26 Union St. S and 25 Barbrick Ave SW. LMG would purchase the City owned property at 30 Market St. SW for \$579,000, 26 Union St. S for \$250,000 and 25 Barbrick Ave SW for \$165,000 for a total \$994,000. LMG would be responsible for remediating asbestos and demolishing the existing buildings. LMG would develop three mixed use structures across the three parcels comprised of approximately 294 multifamily residential units – approximately 151 of which would be floating workforce units (<80% AMI) and related amenities and infrastructure, approximately 15,300 square feet of commercial retail (including pursuit of a rooftop restaurant/bar at 26 Union St. S), a parking garage with approximately 75 parking spaces at 30 Market St. and a parking garage with approximately 8 parking spaces at 26 Union St. S. The City would agree to negotiate a separate Parking Lease Agreement to provide additional parking in the Barbrick Ave/Spring St Parking Deck. The City would agree to negotiate a separate property tax incentive agreement for a ten year period calculated based on a gradually reducing percentage as well as a one-time \$500,000 payment to LMG for covering the asbestos abatement and demolition of 26 Union St. S.. See attached agreement and project summary for additional details.

Recommendation: Consider making a motion to amend the Master Development Agreement with Concord Master Venture, LLC for the development of three mixed-use structures at 30 Market St. SW, 26 Union St. S, and 25 Barbrick Ave. SW.

E. Presentations of Petitions and Requests

- 1. Consider approving revisions to the HOME Investment Partnerships Program (HOME) Consortium policies and procedures manual.** As lead entity for the Cabarrus/Iredell/Rowan HOME Consortium, Concord is responsible for reporting activities and accomplishments to HUD for all Consortium activities. As such, Concord is routinely monitored by HUD for compliance. During the most recent monitoring, it was recommended to update and improve the HOME Consortium Operations Manual to detail the requirements of Community Housing Development Organization's (CHDO) and Concord's oversight of their activities. All changes were guided by the Consortium HUD representative.

Recommendation: Motion to approve revisions to the HOME Investment Partnerships Program (HOME) Consortium policies and procedures manual.

- 2. Consider applying for \$10,000 in funding from the Cabarrus Arts Council under the Project Assistance Grant for expanded marketing efforts at ClearWater Arts Center and Studios.** The Cabarrus Arts Council allocates thousands of dollars annually to support arts organizations and cultural programs across Cabarrus County. Grant funding is provided by The Grassroots Program which seeks to further the arts throughout the state. The Project Assistance Grant, the grant ClearWater would seek funding through, is the only grant where a municipality is eligible to receive funding. These funds can be used for a variety of projects to increase programming, including marketing. If approved, staff would apply for The Project Assistance Grant in the amount of \$10,000 to continue and expand the marketing efforts underway at ClearWater.

Recommendation: Motion to approve the submission of a grant for \$10,000 for funding from the Cabarrus Arts Council under the Project Assistance Grant for expanded marketing efforts at ClearWater Arts Center and Studios.

- 3. Consider approving a change order for environmental remediation at 208 Kerr Street NW in the amount of \$120,843 using Community Development Block**

Grant (CDBG) funding. In October of 2015, the City purchased the former convenient store located at 208 Kerr Street NW as a tax foreclosed property. The store had been a source of concern for the community and with the investment underway at ClearWater, the store was seen as a potential asset for greater growth within the neighborhood. The City has interest from two (2) viable purchasers and as part of the due diligence tanks were identified in front of the store. CESI was contacted to create a remediation plan. The initial estimate of \$31,135 was to abate based on the presence of three (3) tanks, liquid still present in the tanks and the scenario of the tanks being intact. Unfortunately with any environmental issue, full knowledge of the situation is unknown until the ground is opened. When the concrete parking area was removed, there were five (5) tanks total and at least one had been compromised. In total, five (5) tanks were removed, 900 tons of contaminated dirt were removed and 30,000 gallons of water pumped from the hole due to storm water filling the open hole. The additional cost to remediate the site is \$120,843. CDBG funds will be used to cover the additional costs. Although this is costly, a major environmental issue has cleaned-up in a low-to-moderate income neighborhood.

Recommendation: Motion to approve a change order for environmental remediation at 208 Kerr Street NW in the amount of \$120,843 using Community Development Block Grant (CDBG) funding.

- 4. Consider approving the purchase of 172 and 174 Corban Avenue, SE, from Martha and Dan Matthews using City Affordable Housing funds and to adopt a project ordinance amendment for the Revolving Fund.** Shortly after the article, "How Concord is Tackling Affordable Housing, New Nonprofit" appeared in the Independent Tribune, staff was contact by a resident impacted by the story. The resident, Dan Matthews, and his wife, Martha own a duplex they are looking to sell. Mr. Matthews stated his desire was to sell the home to a buyer who shared his goal of keeping the home affordable to tenants. The City goals outlined in the article parallel his own, so he reached out. The property is the Moore House and noted in the 2019 Historic Architectural Survey and Preservation Plan conducted by the City as a "representative example of a historic resources in Corban East." Staff has viewed the property, which is currently occupied. The home is in very good condition but would require minor renovation. Once all work is complete, ownership would be transferred to Concord Family Enrichment Association for continued maintenance and management. Tax value of the home is \$129,770. An offer, contingent on Council approval, has been accepted by the owner for \$113,000. The City's affordable housing allocation would be used for the purchase.

Recommendation: Motion to approve the purchase of 172 and 174 Corban Avenue, SE, from Martha and Dan Matthews in the amount of \$113,000 using City Affordable Housing funds and to adopt a project ordinance amendment for the Revolving Fund.

- 5. 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. The maximum grant amount that may be requested for any project is \$3,000. The attached memorandum includes a brief description of each project recommended for funding.

Recommendation: Motion to award FY 2020 Neighborhood Matching Grants to support the neighborhood improvement projects for the following recognized

neighborhoods: (1) \$2,816.00 – Cannon Crossing Homeowners Association, and
(2) \$2,816.00 - Brookvue Homeowners Association.

- 6. Consider approving the selection of Talbert, Bright & Ellington, Inc. (TBE) as the selected firm for professional Airport Architect/Engineering (A/E) consulting services for development projects and special services at Concord-Padgett Regional Airport as required for Federal Aviation Administration (FAA) compliance for a five-year period and to authorize the City Manager to negotiate and execute the contract with Talbert, Bright & Ellington, Inc.** In accordance with FAA Advisory Circular 150/5100 -14E, the Aviation Department advertised for Statement of Qualifications for FAA Airport Improvement Projects on June 1st 2020. Seven proposals were received, 6 were evaluated. A Committee consisting of the Aviation Director, Assistant Aviation Director and Airport Safety Coordinator met on July 22, 2020 and ranked the proposals based on the following criteria: Response Capability/ Project Requirement Understanding; Qualifications of the Firm Including Firm Personnel; Overall Qualifications and Locations of the Project Manager and Project Team; Experience in Working with FAA & NCDOT-Aviation Regulations and Procedures; Ability to meet Disadvantage Business Enterprise (DBE) Goals. Based on the number of submittals, evaluation results, and COVID-19, the Committee decided it was not necessary to add additional expense and time to firms by creating an optional short list of firms to interview. Therefore, the Committee is recommending the top rank firm, Talbert, Bright & Ellington, Inc. FAA Airport District Office has concurred with the Committee's recommendation. A separate work authorization will be required for each project along with an independent fee analysis prior to the grant offer.

Recommendation: Motion to approve the selection of TBE as the professional A/E for Concord-Padgett Regional Airport as required by FAA compliance and authorize the City Manager to negotiate and execute the contract with Talbert, Bright & Ellington, Inc.

- 7. Consider accepting the conveyance of existing W.W. Flowe Park property (PIN# 5528-78-3964), the undeveloped property (PIN# 5528-67-2976 and PIN# 5528-58-3651) for future park development.** The W.W. Flowe Park and surrounding area were identified in the approved Parks & Receptions Comprehensive Master Plan and the Open Space Connectivity Plan to explore opportunities for park expansion and future development. The future park development will also accomplish goals and objectives identified in the City Council's 2020-2023 Strategic Plan. The existing 42.6 acre W.W. Flowe Park property, located at 99 Central Heights Drive, is currently under lease and maintained by City of Concord until March 2022 with the option to extend an additional 20 years. The park was developed using PARTF (Parks and Recreation Trust Fund Grant) funding. The City of Concord would need to maintain the amenities identified in the grant which include the existing fields, shelters and playgrounds. If approved, the City of Concord in partnership with Cabarrus County Active Living and Parks Department will send a letter to the NC Division of Parks and Recreation requesting the transfer of the park property from Cabarrus County to the City of Concord to maintain as a park, to renovate amenities, and future development. In 1995, Cabarrus County received the 65 acres on Central Heights Drive for future park development and in 2007, the additional 51.18 acres of property were donated. W.W. Flowe was the father of Mary Flowe Brown. Mr. Flowe was a textile manufacture who was prominent in Cabarrus County's industrial development. In 2002, Phase 1 was opened to the public as W.W. Flowe Park. Cabarrus County Active Living and Parks Department developed Phase 1 and signed an Agreement with the City of Concord to operate the Park. Concord has operated the park and maintained it since it opened in 2002. The Parks and Recreation Department has been working with the Cabarrus County Active Living and Parks Department for park development on the existing property and park development opportunities on the South side of Central Heights

Drive to expand the existing park as identified in the approved Comprehensive Master Plan. On August 17, 2020, the Cabarrus County Board of Commissioners approved the conveyance.

Recommendation: Motion to accept the conveyance of existing W.W. Flowe Park property (PIN# 5528-78-3964), the undeveloped property (PIN# 5528-67-2976 and PIN# 5528-58-3651), a total of 116 acres) for future park development and to approve maintaining the park and the existing PARTF (Parks and Recreation Trust Fund Grant) amenities funded for W.W. Flowe Park site which include fields, shelters and playgrounds.

8. Concord adopting the Master Plan and Conceptual Design for the James Dorton Park located at 5790 Poplar Tent Road. The approved Parks & Recreation Comprehensive Master Plan identified the strategy to create new master plans for existing parks. The original Plan for Dorton Park was completed in November of 1996 and includes amenities that were developed as part of that original plan. The parking lot was expanded to 66 total spaces when the tennis courts were added, and although tennis remains a strong active component of the park, the programming of the multi-use fields, and shelter reservations, has become difficult due to the lack of available parking. The trails are currently a very active component to the park, including the Couch to 5k/10k Program. The City plans to develop a greenway along Coddle Creek and Afton Run Branch providing connectivity to the West Cabarrus YMCA, Poplar Crossing and Weddington Road so Dorton will also serve as trailhead parking for the greenway corridor identified in the Open Space Connectivity Analysis. The Parks & Recreation Program Division uses the park during peak seasons (Spring, Summer and Fall), for events such as: Flutter By Earth Day, Flashlight Candy Cane Hunt, Art-Ventures, Mini Camps and Pop-Up camps, Wild Child Nature Exploration, Toddler Trails, Mommy and Me Yoga, and many others. Afton Run Branch bisects the park and there are currently two bridges that connect both sides of the park via the trail system. The Afton Run Branch has experienced significant erosion over the last several years and the Master Plan will also seek to address restoring/stabilizing the stream, which in turn would create environmental education opportunities. Parks and Recreation contracted with the Dodd Studio to develop the master plan and a conceptual drawing. Part of the Master Plan process featured two public workshops, which were held on April 8, 2019, and November 23, 2019. In addition, staff and the consultant have been coordinating with NCDOT to consider the impacts of the Poplar Tent Road Widening on the park and specifically the park entrance and proposed access driveways. The conceptual plan has gone through several revisions, successfully accommodating citizen comments and concerns, staff comments, and impacts of the Poplar Tent Widening.

Recommendation: Motion to adopt the James Dorton Park Master Plan.

9. Consider approving a Master Plan and Conceptual Design to develop the 10.4 acres at the David Phillips Activity Center (946 Burrage Road NE) as a neighborhood park. The 10.4-acre property on Burrage Road currently contains the David Phillips Activity Center, and the recently completed Open Air Learning Center. The property is also adjacent to Three-Mile Branch and the proposed McEachern Greenway, Hospital Phase. Based on recommendations from the Comprehensive Parks and Recreation Master Plan and the Open Space Connectivity Analysis, this entire property beyond just the facilities that currently exist would serve as a unique neighborhood park experience along the greenway and allow for connectivity. Parks and Recreation contracted with the firm, Viz Design, to create a vision for the space that incorporates several elements currently not offered by our park system, including large outdoor patio areas, a terraced garden, stormwater improvements, activity zones, nature-based playground areas, outdoor classroom, work spaces and skills training, greenways and trails throughout the site, an orchard garden, and tree house. This park site will increase program offerings for children of all ages. Situated along

the McEachern Greenway, it will be one of five (5) connected park sites, which also includes the Wilson Street Park Master Plan recently adopted by Council in July.

Recommendation: Motion to approve and adopt the Master Plan for the property at 946 Burrage Road (David Phillips Activity Center).

- 10. Consider awarding a bid for one replacement Substation Power Transformer for the Brookwood Ave. Substation B and two replacement Circuit Switchers for the Ivey Cline Dr. Substation O.** Electric Systems staff received bids on August 12, 2020 for electric equipment and materials required for the replacement of one (1) 27 MVA power transformer for our substation B and two (2) 115KV circuit switchers for our substation O. The bids were arranged into two schedules of equipment; Schedule I – 27 MVA 43.8v/13.2kv power transformer. Most responsive and responsible bidder is Virginia Transformer Corp. in the amount of \$527,314; and Schedule II – Two (2) 115 kv Circuit Switchers. Most responsive and responsible bidder is S & C Electric Company in the amount of \$106,516. Staff recommendations reflect the low bidder for each Schedule.

Recommendation: Make a motion to award bids for one replacement Substation Power Transformer for the Brookwood Ave. Substation B and two replacement Circuit Switchers for the Ivey Cline Dr. Substation O.

- 11. Consider authorizing the City of Concord Transportation Department to update the name of Concord-Padgett Regional Airport on wayfinding signs.** In April 2018, the City Council unanimously voted to change the name of Concord Regional Airport to Concord-Padgett Regional Airport. In January 2019, the FAA approved the naming making this update official. In August 2020, NCDOT updated the signs along I-85 to reflect the name change. The City currently has 17 locations to be updated along US 29, Poplar Tent Rd, Pitts School Rd, Derita Rd, and Concord Mills Blvd/Bruton Smith Blvd.

Recommendation: Motion to authorize the City of Concord Transportation Department to update the name of Concord-Padgett Regional Airport on wayfinding signs.

- 12. Consider awarding the total bid for the City of Concord's Spring and Chestnut Roundabout project to Performance Managed Construction, INC and adopt a budget ordinance to appropriate project funding.** This contract consists of the selected Contractor to perform all necessary work to convert the Spring St., Chestnut Dr., and Broad St. intersection into a Mini Roundabout teardrop intersection, and replace the water main, including installation of new water main and associated laterals and devices, removal of existing pavement, curb and gutter and sidewalk and rebuilding road base with asphalt while constructing new curb and gutter and sidewalk and performing other associated work as noted in the Spring/Chestnut Roundabout Water Main Replacement and Spring and Chestnut Intersection construction plans. Transportation and Water Project Funds are being used to fund this project. Two formal bids for this work was received, and not opened, on August 11, 2020. The work was re-advertised and two formal bids were again received on August 20, 2020 with Performance Managed Construction, INC submitting the lowest bid in the amount of \$1,048,814. Contract final completion date is 180 days from the Notice to Proceed.

Recommendation: Motion to award the total bid and authorize the City manager to negotiate and execute a contract with Performance Managed Construction, INC in the amount of \$1,048,814 for the City of Concord's Spring and Chestnut Roundabout project and adopt a budget ordinance to appropriate project funding.

- 13. Consider accepting a Preliminary Application from Sharon L. Minderlein.** In accordance with City Code Chapter 62, Sharon L. Minderlein has submitted a preliminary application to receive sewer service outside the City limits. The property is located at 150 Scalybark Trail. The parcel is approximately 1.36 acres, zoned LDR and is developed with an existing single family residence. Public sewer is not currently available to this parcel, however, it may be available in the future due to a

sewer extension to be installed by the developer of Annsborough Park. There is not City water available to the parcel. The applicant would like to know whether she will have access to the sewer once it is installed.

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

VII. Consent Agenda

- A. Consider authorizing the City Manager to negotiate an increase to the overall contract amount with NEXGEN for continued services relating to the AMI metering project.** This increase is estimated at \$450,000 and will allow for the implementation and remediation for the AMI project to continue. The capital project ordinance was approved by Council in August.

Recommendation: Motion to authorize the City manager to negotiate an increase to the overall contract amount of the NEXGEN contract for AMI services.

- B. Consider authorizing the Housing Department to apply for the 2020 Family Self Sufficiency (FSS) Grant.** This request is to allow the Housing Department to apply for this grant to support the salary of the program coordinator working with participants to establish and meet their goals toward becoming financially self-sufficient.

Recommendation: Motion for City Council to allow the Housing Department to apply for the 2020 Family Self Sufficiency (FSS) Grant.

- C. 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: Scannell Properties #378, LLC (PIN 4690-57-0803 and 4690-48-8666) 413 Goodman Road. 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: Scannell Properties #378, LLC.

- D. Consider accepting an Offer of Infrastructure at Hunton Forest Phase 2 Map 6, Allen Mills Phase 2 Map 3, Concord Mills Flyover, and The Mills Phase 2C Map 2.** In accordance with the CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 527' of 12" water main, 9,599' of 8" water main, 904' of 2" water main, 16 hydrants, 40' of 15" sewer line, 12,338' of 8" sewer line, and 65 manholes.

Recommendation: Motion to accept the offer of infrastructure in the following subdivisions and sites: Hunton Forest Phase 2 Map 6, Allen Mills Phase 2 Map 3, Concord Mills Flyover, and The Mills Phase 2C Map 2.

- E. Consider adopting an ordinance amending the FY 2020-2021 approved fees, rates and charges schedule adopted in the FY 2020-2021 budget ordinance.** The police department is seeking approval to amend the FY 2020-2021 approved fees, rates and charges schedule by adding a \$50 fee for the Law Enforcement Officers Safety Act (HR218). The fee will cover administrative costs of application processing and course of fire. The Law Enforcement Officer Safety Act (HR218) allows active law enforcement officers and retired law enforcement officers the opportunity of carrying a concealed firearm in all 50 states.

Recommendation: Motion to adopt an ordinance amending the FY 2020-2021 approved fees, rates and charges schedule adopted in the FY 2020-2021 budget ordinance.

- F. Consider adopting an amendment to the General Fund budget ordinance to recognize contributions for the Arbor Day event.** The City has received a contribution from the Mariam and Robert Hayes Charitable Trust in the amount of \$10,000. These funds will be used to support the Arbor Day event.

Recommendation: Motion to adopt an amendment to the General Fund budget ordinance to recognize contributions for the Arbor Day event.

- G. Consider adopting a General Fund Capital Project ordinance amendment for the Cemetery Software Project.** The project fund was established in the amount of \$75,000 for the purchase and installation of software to be used in the Collections Office for the sale and recordation of cemetery transactions. The project was funded from a liquidated trust established for Oakwood Cemetery and from General Fund reserves. This amendment transfers \$15,000 from the Oakwood Cemetery account to the Cemetery Software Project Account. There are over 4,000 burial records that need to be entered into the cemetery software data base. These funds will be used to pay for data entry services.
- Recommendation:** Motion to adopt a General Fund Capital Project amendment for the Cemetery Software Project.
- H. Consider adopting a capital project ordinance for additional funding for the utility relocation costs for the NCDOT Hwy 29 bridge (Speedway) replacement project.** This NCDOT project is now complete and \$53,252 in additional funds are needed due to final bidding and increased construction costs.
- Recommendation:** Motion to adopt a capital project ordinance for additional funding for utility costs on the HWY 29 bridge replacement project.
- I. Consider adopting a budget amendment to reappropriate unspent funds loaned to Public Housing from the General Fund for the purpose of constructing a new maintenance building.** In July 2019, City Council approved a loan of \$375,000 from the General Fund to Public Housing for the purpose of constructing a new maintenance building. An additional \$100,000 was approved in June 2020 when bids exceeded the original estimates. As of June 30, 2020, \$449,200 remained unspent with construction beginning in FY21.
- Recommendation:** Motion to adopt a budget amendment to reappropriate unspent funds loaned to Public Housing from the General Fund for the purpose of constructing a new maintenance building.
- J. Consider adopting an ordinance to amend the Housing Department budget to appropriate awarded CARES Act administrative fee funding in the amount of \$88,742.** This request is to allow the Housing Department to amend the expense/expenditures and the revenue accounts in the funds listed to appropriate additional CARES Act Funding provided by HUD in response to Coronavirus.
- Recommendation:** Motion to adopt an ordinance to amend the Housing Department budget to appropriate awarded CARES Act administrative fee funding in the amount of \$88,742.
- K. Consider adopting a budget amendment to reappropriate unspent CARES funds for the Public Housing program.** The US Department of Housing and Urban Development awarded the City of Concord Housing Department \$127,405 in May 2020 to prepare for, prevent, and respond to the Coronavirus. As of June 30, 2020, \$120,928.09 remained unspent, of which \$32,944 was encumbered. These funds are eligible for expenditure through June 30, 2021.
- Recommendation:** Motion to adopt a budget amendment to reappropriate unspent CARES funds for the Public Housing program.
- L. Consider adopting a budget amendment to reappropriate unspent CARES funds for the Housing Choice Voucher program.** The US Department of Housing and Urban Development awarded the City of Concord Housing Department \$66,074 in May 2020 to prepare for, prevent, and respond to the Coronavirus. As of June 30, 2020, \$51,834.41 remained unspent. The full amount of the grant was disbursed to the City in May 2020, but the funds remain eligible for expenditure through June 30, 2021.
- Recommendation:** Motion to adopt a budget amendment to reappropriate unspent CARES funds for the Housing Choice Voucher program.
- M. Consider adopting a project ordinance amendment for the CDBG 2018 grant to reflect actual program income receipts.** Program income was budgeted at \$63,395

for FY19, but \$63,646 was received. It is requested that the CDBG 2018 budget be increased by \$251 to reflect actual receipts.

Recommendation: Motion to adopt the project ordinance amendment to the CDBG 2018 grant to reflect actual program income receipts.

- N. Consider adopting a project ordinance amendment for the CDBG 2019 grant to reflect actual program income receipts.** Program income was budgeted at \$66,311 for FY20, but \$97,483 was received. It is requested that the CDBG 2019 budget be increased by \$31,172 to reflect actual receipts.

Recommendation: Motion to adopt the project ordinance amendment to the CDBG 2019 grant to reflect actual program income receipts.

- O. Consider adopting a project ordinance amendment for the Home 2018 grant to reflect actual program income receipts.** The program income budget for FY19 is \$781,351 but receipts totaled \$642,990 for the year. It is requested that the Home 2018 grant budget be decreased by \$138,361 to reflect actual receipts.

Recommendation: Motion to adopt the project ordinance amendment to the Home 2018 grant to reflect actual program income receipts.

- P. Consider adopting a project ordinance amendment for the Home 2019 grant to reflect actual program income receipts.** The program income budget for FY20 is \$881,351 but receipts totaled \$850,541 for the year. It is requested that the Home 2019 grant budget be decreased by \$30,810 to reflect actual receipts.

Recommendation: Motion to adopt the project ordinance amendment to the Home 2019 grant to reflect actual program income receipts.

- Q. Consider approving a change to the classification/compensation system to include the following classification: Design Manager.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of Design Manager (Grade 112) with a salary range of \$68,383.49 (minimum) - \$90,608.10 (midpoint) - \$112,832.73 (maximum).

- R. Consider approving a change to the classification/compensation system to include the following classification: Urban Planner.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of Urban Planner (Grade 209) with a salary range of \$44,513.86 (minimum) - \$58,980.86 (midpoint) - \$73,447.87 (maximum).

- S. Consider acceptance of the Tax Office reports for the month of July 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 July 2020.

- T. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of July 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 July 2020.

- U. Receive monthly report on status of investments as of July 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 Regional Council
- 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. Annual Project Update Meeting to be held immediately following the Work Session

XII. Adjournment

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



PROCLAMATION

OFFICE OF THE MAYOR

WHEREAS, public power is a crucial component in cities and towns across North Carolina, contributing to the overall health of communities by providing reliable electricity, excellent local service and prompt restoration; and

WHEREAS, North Carolina's more than 70 public power cities and towns are among more than 2,000 across the country; and

WHEREAS, many of North Carolina's public power cities and towns have been electric providers for more than 100 years; and

WHEREAS, public power meets the electric needs of 40 million Americans, almost 15 percent of electric consumers; and

WHEREAS, North Carolina's public power utilities are valuable community assets that contribute to the well-being of the community and provide economic development opportunities; and

WHEREAS, North Carolina's public power utilities are dependable institutions that provide excellent service and a commitment to community.


NOW, THEREFORE, I, William C. Dusch, Mayor of the City of Concord, North Carolina, do hereby proclaim the week of October 4-10, 2020 as

"Public Power Week"

in the City of Concord, North Carolina, and urge all citizens and civic organizations to acquaint themselves with the issues involved in providing public power and to recognize the contributions which public power officials make every day to our health, safety, comfort, and quality of life.



In witness whereof I have hereunto set my hand and caused this seal to be affixed.



William C. Dusch, Mayor

ATTEST: 

LMG Project Summary

Total Private Investment:	~\$50,000,000
Total Units:	±294 Units (±151 Workforce)
Average Unit Rent & SF:	\$1,200 & 750 SF
Total Commercial SF:	±15,300 SF

30 Market St.

- 167 Units
- ±3,300 SF Retail Space
- 75 structured parking spaces
- Sell for \$579,000 (City Owned)
- LMG demolishes after purchase



26 Union St. S.

- ±84 Units
- ±7,100 SF Commercial Space
 - Includes rooftop restaurant, outdoor patio, restaurant lobby, rear Market St. retail¹
- ±8 structured parking spaces
- Sells for \$250,000 (City Owned)
- LMG demolishes after purchase



Barbrick Wrap – County Deck

- ±43 Units
- Top Floor Penthouse Units
- ±4,900 SF Commercial Space
- Sells for \$165,000 (County Owned)



¹ Design will include rooftop restaurant at 26 Union St. S. The agreement will give the developer the flexibility to pursue alternative uses (e.g. residential club amenity, penthouse apartments) if the market does not recover from Covid-19 to support a rooftop restaurant when project develops.

LMG Project Summary

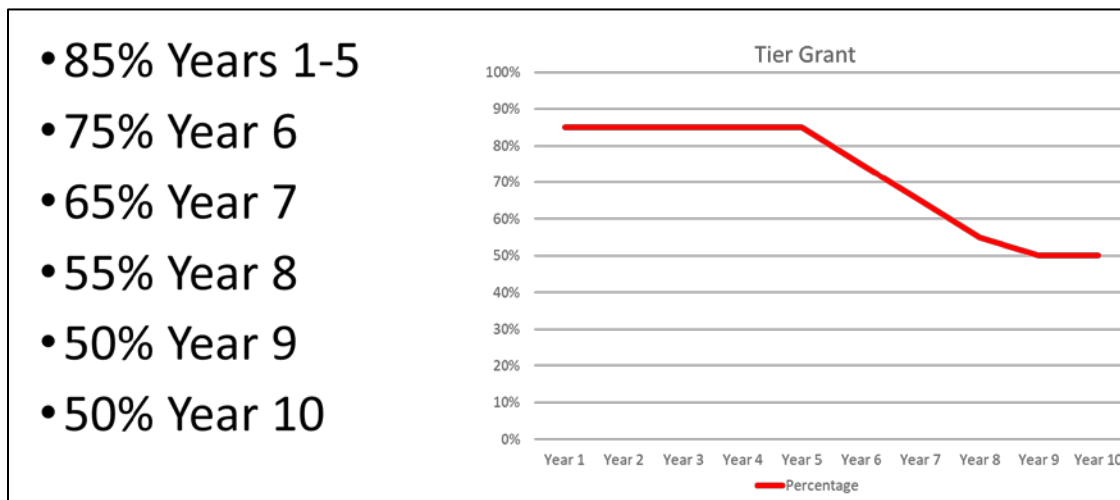
Public Participation

City relocates and purchases new generator	~\$770,000.00
City relocates existing sewer line	~\$130,000.00
Credit to LMG for asbestos remediation & demolition ²³	\$500,000.00
Total Cost	\$1,400,000.00

Parking in Cabarrus County Parking Deck

Provider	Commitment	# of Spaces
City	5 PM – 8 AM Every Evening & All-Day Saturday & Sunday	132
County	5 PM – 8 AM Every Evening & All-Day Saturday & Sunday	168
City	All-Day Monday – Friday Optional Paid Passes	80
County	All-Day Monday – Friday Optional Paid Passes	120

City/County/Downtown MSD Tax Based Incentive



² Demo cost explanation: \$67,000 for asbestos remediation & \$380,000 for demolition (based on City estimates). Allows \$53,000 for demolition contingency.

³ Credit total will apply against the sales prices of parcels

LMG Project Summary

City/County/Downtown MSD Tax Based Incentive

- 10 Year Grant Totals

• City	\$1,728,000.00
• County	\$2,664,000.00
• MSD	\$828,000.00
• TOTAL	\$5,220,000.00

- 10 Year Net Revenue Received

• City	\$672,000.00
• County	\$1,036,000.00
• MSD	\$322,000.00
• TOTAL	\$2,030,000.00

- County pays the value of the actual calculated incentive payment to the City on an annual basis.
- County's payments will be tied to the infrastructure costs for the project.
- City pays LMG the eligible City incentive payment and County incentive payment
- City acts as pass through agent between the County and LMG

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Master Development Agreement (this “*Agreement*”) is made and entered into as of September ___, 2020, between CONCORD MASTER VENTURE, LLC, a Florida limited liability company (“*Developer*”), and the CITY OF CONCORD, NORTH CAROLINA, a public body corporate and politic (“*City*” and together with the Developer, collectively, the “*Parties*”).

ARTICLE I: RECITALS

1.1 City is, or by the “Closing Date” (as defined in Section 2.1(b) below) will be the owner in fee simple of three (3) certain parcels of real property in the Municipal Service District of downtown Concord (the “MSD”) which comprised of a tax parcels having Cabarrus County Parcel Identification Number 56208775910000, (“Parcel 1”); 5620879184 (“Parcel 2”) and 5620970377 (“Parcel 3”) defined collectively in this Agreement as the “Property” and more particularly described on Exhibit “A” attached and incorporated into this Agreement.

1.2 Developer is a joint venture with the collective capacity of an integrated development and operating organization. Developer was selected by the City to develop the Catalyst Project based upon its response to the City's Solicitation for Development Partners dated October 17, 2017 and Developer's response and proposal dated January 19, 2018 (the “Proposal”) concerning the project generally known as the “Catalyst Project”. The Proposal is hereby incorporated into this Agreement by reference.

1.3 City and Developer entered into that certain Master Development Agreement dated May 31, 2019, (the “Original MDA”), as extended, which governs the Catalyst Project. The Original MDA is hereby amended and restated in its entirety by this Agreement and is hereby incorporated into this Agreement by reference.

1.4 N.C.G.S. § 160A-458.3 provides that a municipality may contract with a developer for the purposes of developing and constructing a “downtown development project,” defined as a capital project in the city’s central business district, as that district is defined by the city council, comprising one or more buildings and including both public and private facilities.

1.5 In accordance with N.C.G.S. §160A-457 and §160A-458.3, City desires to create a downtown development project that will function as a center of economic, civic, and cultural activity in the community and invigorate the MSD and downtown Concord by (i) promoting economic development of the community, (ii) providing parking to support the needs of the surrounding community, and (iii) furthering the positive impact and significant effect of the revitalization of Downtown Concord on the community. Furthermore, City finds that the project for development of the Property will have a significant effect on the revitalization of the MSD and downtown Concord.

1.6 Developer intends to develop the Catalyst Project to comprise the following improvements to the Property, to be developed by Developer: (i) approximately eighty (80) parking stalls for personal vehicles; (ii) approximately two-hundred, ninety-four (294) multifamily

residential units, of which one hundred fifty-one (151) units will constitute “Workforce Housing”, which is defined for the purposes of this Agreement as a unit that is attainable for rent by a household earning up to eighty percent (80%) of the “Area Median Income” as set forth and defined by the U.S. Department of Housing and Urban Development (iii) retail space of approximately 15,300 square feet.

1.7 The Catalyst Project shall include the demolition of certain improvements that are identified on the demolition plan set forth in Exhibit “B” attached and incorporated into this Agreement (the “Demolition Plan”).

1.8 The Project is depicted more specifically on the Catalyst Project Drawings (defined below).

1.9 Pursuant to N.C.G.S. § 160A-457 and §160A-458.3, City intends to sell and convey fee simple title simultaneously to all three parcels comprising the Property for a total purchase price of \$994,000, (“Total Purchase Price” as itemized further below) in its AS-IS, WHERE-IS condition and without any representation or warranty other than those set forth expressly in this Agreement and the warranties of title in the Deed(s) (defined below), together with all rights, privileges and easements appurtenant to the Property, (subject to any easements or interests retained by the City) and an access easement to the alley running behind City Hall, to Developer to redevelop the Property in accordance with this Agreement and to improve the economic development of the community. The Total Purchase Price is further itemized and detailed as follows: Parcel 1 Purchase Price is \$579,000; Parcel 2 Purchase Price is \$250,000 and Parcel 3 Purchase Price is \$165,000. The Total Purchase Price will be set forth at Closing on separate closing statements, one for each of Parcel 1, Parcel 2 and Parcel 3, and each parcel will be conveyed by separate deed in the “Form of Deed” attached and incorporated into this Agreement as Exhibit “C”.

1.10 City shall enter into interlocal agreements (“ILAs”) with Cabarrus County, North Carolina (the “County”) in order to (i) secure site control of Parcel 3; (ii) address the offsite parking aspects of this Agreement as set forth in Section 2.2 below and in the “Parking Lease Terms” attached and incorporated into this Agreement as Exhibit “D”; (iii) address the “Economic Development Incentive” as set forth in more detail in Section 2.6 below and in Exhibit “E” attached and incorporated into this Agreement.

1.11 City and Developer and shall enter into an “Economic Development Agreement” to address the “Project Economics” as set forth in more detail in Section 2.7 below and in Exhibit “E” attached and incorporated into this Agreement. This Economic Development Agreement shall replace the previous agreement between the City and Developer dated July 10, 2019.

1.12. City and Developer shall enter into a “Parking Lease Agreement” consistent with the terms of this Agreement as set forth in Section 2.2 below and consistent with the Parking Lease Terms set forth in Exhibit D and, ultimately, the ILA.

1.13 The purpose of this Agreement is to facilitate the development and construction of the Catalyst Project in a way that results most effectively in the public benefits intended for the

City and the private benefits intended for the Developer. The development and construction of the Catalyst Project requires a major investment by the Developer in facilities and on-site improvements, and substantial commitment of public and private resources to achieve the benefits of the Catalyst Project for Developer and City.

1.14 The general benefits to be received by City from the implementation of the Catalyst Project include, without limitation:

- a) Realization and implementation of the “Development Plans” (defined below) for the Catalyst Project in Downtown Concord; and
- b) Establishment of integrated site plans, urban design elements including the branding of the Catalyst Project, mixed land uses, uniform engineering, landscapes and architecture that contribute to the revitalization of Downtown Concord.
- c) Provision of affordable housing opportunities in downtown Concord.

1.15 The general benefits to be received by Developer from the implementation of the Catalyst Project include without limitation:

- a) Integration of site plans, urban design elements including the branding of the Catalyst Project, land uses, architecture, site engineering, landscape architecture, and mitigation measures over the Property;
- b) Utilization and access to a premier site within the MSD;
- c) Integration of structured public parking facilities into a private mixed-use development with uniform urban design elements and uniform architectural features; and
- d) Shared costs for joint infrastructure needs, which result in increased operational effectiveness and financial efficiencies.

1.16 In exchange for these benefits to City and Developer, City and Developer desire to proceed with the Catalyst Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

1.17 The Parties desire to enter into this Agreement with the expectation that the concepts and agreements contained in it will be set forth in greater detail in other ancillary legal documents to be executed and delivered at a future date after the Catalyst Project has been fully designed, bid and priced by Developer pursuant to architectural and engineering plans to be mutually agreed upon by the Parties. Consistent with N.C.G.S. §160A-457 and §160A-458.3, the City Council (defined below) conducted a public hearing on September 10, 2020 to consider the approval of this Agreement. The two published notices of such public hearing specified, among other things, the location of the Property subject to this Agreement, the purchase price for the

Property, the other primary terms for the acquisition and development of the Property, and a place where a copy of the proposed Agreement could be obtained.

1.18 On September 10, 2020, the City Council made all disclosures required by applicable law, including the appraised value of the Property, considered and provided all required approvals to effectuate the Original MDA and all amendments thereto, and authorized the entry of the City into the Original MDA and all amendments thereto. The approval of the Original MDA, as amended and restated by this Agreement, constitutes a legislative act of the City Council.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, City and Developer hereby agree to the Recitals as stated above (which are incorporated into this Agreement by reference) and the terms as follows:

ARTICLE II: TERMS

2.1 Purchase of Property.

a) Purchase Price. Subject to the terms of this Agreement and the satisfaction of the conditions precedent contained in this Agreement, the City will convey the Property to Developer as the site of the Catalyst Project and Developer will pay to City the value of the Property as determined by the City Council in the amount the Total Purchase Price. The Total Purchase Price shall be paid by Developer to City on the Closing Date by wire delivery of funds through the Federal Reserve System to an account designated in writing by City.

b) Closing. Provided that all the conditions precedent to closing by the Parties are satisfied, City shall convey the Property to Developer and Developer shall acquire the Property from City on or before December 1, 2020 (the "Closing Date"). Either party may extend the Closing Date by an additional fourteen (14) days; provided, however, no extension of the Closing Date will, without the mutual agreement of the parties, extend any other deadlines set forth in this Agreement or the documentation to be entered into pursuant to this Agreement. Notwithstanding the foregoing or any prior extensions of the Closing Date, the parties may mutually agree to further extend the Closing Date by an additional sixty (60) days (the "Deadline Closing Date"). If, after the Deadline Closing Date, any of the conditions precedent to the Parties' obligation to close is not fulfilled, then Developer or City may terminate this Agreement and neither party shall have any obligation to the other under this Agreement except to the extent that such obligations expressly survive the expiration or other termination of this Agreement.

c) Conditions Precedent for Closing by Developer:

- (i) Issuance to Developer of all governmental permits and licenses requisite for the construction of the Project in accordance with established procedures;
- (ii) Approval by City of the Project Plans and Specifications in accordance with established procedures;

- (iii) Developer obtaining all applicable financing commitments at rates and terms typically found in the Concord, North Carolina market; and
 - (iv) No default by City.
 - (v) Executed copy of the ILA.
 - (vi) Executed Amended and Restated Economic Development Agreement between City and Developer.
 - (vii) Executed Parking Agreement between City and Developer.
- d) Conditions Precedent for Closing by City:
- (i) Payment by Developer of the Purchase Price to City;
 - (ii) Evidence of Developer's Financing to the satisfaction of the City;
 - (iii) Approval by City of the Recombination Plat prepared and recorded by City;
 - (iv) Approval by City of the Catalyst Project Drawings;
 - (v) No default by Developer.
- e) Other Closing Documents. At the Closing:
- (i) City will deliver to Developer Special Warranty Deeds for the Property on the form approved by the North Carolina Bar Association and attached and incorporated into this Agreement as Exhibit "G", free and clear of any mortgages, deeds of trust or other monetary liens and subject only to the Permitted Exceptions (collectively, the "Deed");
 - (ii) City will deliver to Developer a lien and possession affidavit to Developer and Developer's title insurer regarding the Property as customarily required by title insurers in North Carolina for commercial title insurance of real property;
 - (iii) City will deliver to Developer a Non-Foreign Person (FIRPTA) Certificate, a Substitute Form 1099S pursuant to Section 1099 of the Internal Revenue Code, North Carolina Department of Revenue Form 1099-NRS, and any other instruments customarily

furnished by sellers of real property to their buyers in commercial real estate transactions in North Carolina;

(v) City and Developer will deliver to each other fully executed counterparts to the closing statement.

f) Intentionally Omitted.

2.2 Offsite Parking. In order to deliver the Catalyst Project on the Property consistent with this Agreement and with the spirit of the City's continued efforts at downtown redevelopment, the parties acknowledge that the Catalyst Project's multifamily components will require at least 300 additional offsite parking spaces. In order to secure the required parking spaces, City shall, as part of the ILA, incorporate a lease for parking garage spaces from the county in a lease form incorporating the "Parking Lease Terms" attached and incorporated into this Agreement as Exhibit "D"

2.3 Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Catalyst Project and the role of City in the Catalyst Project are independent of any obligations binding upon City or Developer pursuant to the Laws and Ordinances. In no event will any approvals given by City pursuant to the terms of this Agreement constitute the performance by City of any review or issuance of any permits, approvals or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement or any approvals or consents by City in connection with this Agreement will in any way stop, limit or impair City from exercising or performing any regulatory, policing or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by City of applications, approvals, permits and licenses regarding the Catalyst Project pursuant to any law, or ordinance or both. City will, to the extent reasonably appropriate and permitted by the Laws and Ordinances, facilitate Developer's submissions, requests and applications pursuant to the Laws and Ordinances regarding the Catalyst Project; provided Developer's submissions, requests and applications are complete and include all necessary fees and are otherwise compliant with applicable Laws and Ordinances.

2.4 Property Documents. The City represents to Developer that City has delivered all the following documents and information regarding the Property to Developer in the City's possession (collectively, the "Property Documents"):

- a) All boundary or other physical surveys;
- b) All title insurance policies with copies of exceptions; and
- c) All environmental site assessments.

City makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting such surveying; title examination; architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other

due diligence reasonably sufficient to determine the condition of the Property (collectively, the “Inspections”).

2.5 Due Diligence Regarding Property.

a) City will, prior to the Closing, permit Developer to conduct, at Developer's sole expense and risk, tests and surveys reasonably sufficient to determine the condition of the Property, including title examination, market, geological and structural analyses and a non-intrusive environmental audit. Developer shall restore the Property, to the extent practicable, as to any damage caused by the negligence of Developer, its employees, agents, contractors, or subcontractors in making the Inspections, to the condition existing prior to such damage. Developer acknowledges that Developer has reviewed all the Property Documents and the condition of the Property, as set forth in the Property Documents, is sufficient for its purposes under this Agreement. Developer shall have no right to terminate this Agreement after the Closing for any condition of the Property as set forth in the Property Documents.

b) Developer shall indemnify and hold harmless City from any and all claims arising out of the negligent acts or omissions of Developer, its employees, agents, contractors, or subcontractors in making the Inspections.

2.6 Catalyst Project.

a) The conceptual drawings for the Catalyst Project attached and incorporated into this Agreement as Exhibit “F” (“Development Description & Catalyst Project Drawings”) and Exhibit “G” (“Schematic Parking Garage and Infrastructure Plans”) (together, the “Development Plans”) are subject to City Council and regulatory approval.

b) The Development Plans which are generally consistent with the description of the City’s vision and objectives for the Catalyst Project as described in the Proposal shall include a general description of all proposed development of the Catalyst Project and required infrastructure improvements, including, but not limited to, its design and construction. The Development Plans shall also include the following:

- (i) Any modifications to the Development Plans since the Original Master Development Agreement;
- (ii) All architectural and engineering designs;
- (iii) All necessary governmental permits and approvals; and
- (iv) All construction-related requirements (such as soil conditions and environmental constraints consistent with the Development Plans and Catalyst Project Drawings).

c) The City, together with its duly authorized agents and employees, may inspect and monitor the Catalyst Project and the work performed thereto at any time without

prior notice to Developer; provided that the City, and its duly authorized agents and employees, must follow Developer's reasonable safety regulations.

2.7 Project Economics. Developer has prepared financial analysis that demonstrates that market rate rents and costs result in the need for economic assistance to develop a financially feasible project. City agrees to execute an incentive grant agreement based on a 10-year schedule of a graduated, incremental increase of the assessed property value of each parcel after delivery of completed improvements on each parcel as evidenced by a City certificate of occupancy. In addition, the City will provide a one-time payment, based upon current agreed upon estimates, for the asbestos abatement and the demolition of Parcel 2. The City and Developer will coordinate with the County to enter an agreement for participation in an annual incentive grant to the Catalyst Project that mirrors the City's Economic Development Agreement. The main terms of the Economic Development Agreement are set forth on Exhibit "E" attached and incorporated into this Agreement.

2.8 Schedule and Order of Development. Developer shall administer all aspects of the development of the Catalyst Project including but not limited to the design and construction of the parking components and the design, marketing, and leasing of the residential and commercial components, subject in all instances to all applicable laws, rules and regulations, including the code requirements of the City and based upon the construction schedule attached hereto as Exhibit "H" (the "Construction Schedule") as follows:

Developer shall develop the Catalyst Project at its sole expense in accordance with the Catalyst Project Drawings consistent with the architecture, streetscape and the character of the adjacent area and Downtown Concord and shall conform to the terms of the Proposal and the Development Plans. Developer will, during the design process or design phase of the development of the Catalyst Project, develop and implement a design review process that will provide City and its professional staff the right to review and approve, reject or suggest modifications to the Catalyst Project Drawings described in Exhibit "F" and the Schematic Parking Garage and Infrastructure Plans described in Exhibit "G", including regularly scheduled meetings in accordance with the Construction Schedule, to update City on Developer's progress of the Catalyst Project. Developer shall conduct scheduled meetings on a monthly basis to keep City apprised of the progress of development of the Catalyst Project. The meetings shall include the Developer, City representatives, the specialty consultants, and other interested parties. Developer shall prepare and distribute detailed, accurate minutes for all such meetings.

2.9 Development Standards.

a) Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in North Carolina, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

b) Developer hereby warrants to City that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Development Plans.

Work not conforming to these requirements may be considered defective. Developer hereby represents, warrants, and covenants that neither it nor its affiliates shall file a mechanic's lien, materialmen's lien, or other lien against any assets of City, and hereby waives and releases any right it may have or may hereafter acquire to file a lien against the any assets of City. Developer shall indemnify and hold harmless City from any losses, damages, and/or liabilities, to or as a result of a breach of this provision.

c) Developer shall pay all fees levied by the City of Concord, North Carolina or any other governmental entity, including, but not limited to, all tap fees, water & sewer fees, and permit fees. Developer shall plan for all utility services required for the Catalyst Project and negotiate all necessary agreements with the appropriate municipal authorities and Utility companies related to access, traffic, utilities, zoning and other design and construction Elements pertaining to the Catalyst Project. Developer shall obtain and pay for all Construction related permits and all certificates of occupancy. City shall cooperate with Developer as is reasonably necessary for Developer to obtain such approvals, permits and certificates of occupancy.

d) Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Catalyst Project and comply with all the terms and conditions applicable to the Catalyst Project contained in any governmental permit or approval required or obtained for the lawful construction of the Catalyst Project, or in any insurance policy affecting or covering the Catalyst Project.

e) Left intentionally blank.

f) During the construction and development period of the Catalyst Project the Developer shall conform to all applicable Laws and Ordinances and Regulations.

2.10 Site Work. Developer and City shall each be responsible for the following site work required before and/or simultaneous to commencement of work on the Catalyst Project.

a) Developer Site Work.

(i) Developer shall grade and install the retaining walls required for Parcel 1. Developer will compact soils to ninety five percent (95%) of the soil's maximum dry density. All structural fill used on the Replacement Site shall be within two percent (2%) of the material's optimal water content as determined by the standard proctor compaction test (also known as ASTM D698).

(ii) Developer shall remediate asbestos and demolish the building and all improvements situated upon Parcel 2.

b) City Site Work.

(i) City shall, at its sole cost and expense, relocate the generator now situated upon Parcel 1 to a location mutually agreeable with City and Developer. City shall be responsible for the design work associated with the generator relocation and all costs for contractors, permit fees, and related fees and costs. In connection with the generator relocation,

City will pour and finish the concrete pad for the generator, contract for wiring the generator, install screening walls to mitigate sound and noise to the greatest extent possible, and arrange for the relocation of any utilities required for the generator relocation contemplated in this Section.

(ii) City shall, at its sole cost and expense, relocate existing sewer/wastewater facilities on Parcel 2.

2.11 Recycling in Former Dumpster Space. The parties will make provision, in the Development Plans for a recycling dumpster or similar receptacle in certain space reserved in the Development Plans for City dumpsters.

2.12 Ownership of Development Plans; N.C. Public Records Act. If the Catalyst Project is not constructed and provided that Developer is not in default, then Developer will retain ownership of the preliminary plans, the Development Plans and other design and construction work product relating to the Catalyst Project in accordance with this Agreement; provided, however, City shall have the right to acquire the preliminary plans, the Development Plans and all other design and construction work product relating to the Catalyst Project in the event the Catalyst Project is terminated for any reason after the Closing. If the Developer is found to be in default, City will take ownership of the preliminary plans, the Development Plans, and other design and construction work relating to the Catalyst Project to the extent such work is assignable, without remuneration. Developer acknowledges that its submissions to City pursuant to this Agreement are “Public Records” subject to the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq. (the “Act”), except to the extent excluded from the disclosure requirements of the Act pursuant to N.C.G.S. § 132-1.2.

ARTICLE III: DEFAULTS

3.1 Defaults by Developer and Remedies of City. If Developer defaults materially on the performance of its obligations to City prior to the Closing Date, then Developer will have thirty (30) days after the delivery of written notice by City of such default to cure such default; however, if such default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences such cure within the initial thirty (30) day cure period and thereafter diligently prosecutes such cure to completion (not to exceed sixty (60) days after commencement of the cure). If Developer is not able to cure such material default during the applicable cure period, then City will be entitled to terminate this Agreement and receive a payment from Developer in the amount of \$250,000.00, including in kind payment consisting of all of Developer's non-confidential work product regarding the Catalyst Project, including the Catalyst Project Drawings, the Schematic Parking Garage and Infrastructure Plans and (if complete at the time of default) the Parking Garage and Infrastructure Plans and Specifications (collectively, the “Liquidated Damages”), such Liquidated Damages being agreed upon as liquidated damages in full for the failure of Developer to perform its duties, liabilities and obligations under this Agreement. The parties agree that City's damages would be difficult to ascertain and the Liquidated Damages sum provided in this Agreement constitutes a reasonable estimate of City's damages and is intended not as a penalty but as fully liquidated damages.

If Developer defaults on the performance of its obligations to City after the Closing Date, then it will have thirty (30) days after the delivery of written notice by City of such default to cure such default; however, if such default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences such cure within the initial thirty (30) day cure period and thereafter diligently prosecutes such cure to completion. If Developer is not able to cure such default during the applicable cure period, then City will be entitled to pursue against Developer in addition to any other remedies as may be provided by law or in equity, the right to specific performance that would require Developer to perform fully and on a timely basis all of its obligations under this Agreement.

Notwithstanding anything in this Agreement to the contrary, City shall copy Developer's lender and/or Investor Member in writing (at any address provided for such purpose by Developer or its lender, and at Investor Member's address set forth in Section 4.3 hereof) on any default notice City sends to Developer, and Developer's lender and/or Investor Member shall have the same rights to cure (and City shall accept such cure) Developer's material default as Developer has under this Agreement; provided, however, any failure on the part of the City to copy Developer's lender or equity partner shall accrue only to the benefit of Developer's lender and/or Investor Member and not be a default by the City under this Agreement and shall not effect or extend any cure period for the benefit of Developer.

3.2 Defaults by City and Remedies of Developer. If City defaults materially on the performance of its obligations to Developer under this Agreement, the Economic Development Agreement, or the Parking Lease Agreement, then City will have thirty (30) days after the delivery of written notice by Developer of such default to cure such default; however, if such default requires more than thirty (30) days to cure, City shall have such additional time as may be reasonably required to cure the default, provided City commences such cure within the initial thirty (30) day cure period and thereafter diligently prosecutes such cure to completion. If City is not able to cure such default during the applicable cure period, then Developer will be entitled to pursue any remedy available at law or equity, including the termination of this Agreement and claims for damages resulting from such breach and such termination(s).

3.3 Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or will file a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3.3 then the other Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

ARTICLE IV: MISCELLANEOUS

4.1 Disclaimer of Joint Venture, Partnership and Agency. Neither this Agreement nor the Parking Lease Agreement shall be interpreted or construed to create an association, joint venture, or partnership between Developer and City, or to impose any partnership obligation or

liability upon such Parties. Neither Developer nor City shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Participant.

4.2 No Third-Party Beneficiaries. The Agreement is not intended to and does not confer any right or benefit on any third party that is not a Party, except for the North Carolina School of Government which is an intended third party of this Agreement.

4.3 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

All notices, demands, requests, consents, approvals or communications to City addressed to:

City Manager
City of Concord
35 Cabarrus Avenue W
Concord, NC 28025
Attn: Lloyd Wm. Payne, Jr.

With a copy to:

City Attorney
City of Concord
35 Cabarrus Avenue W
Concord, NC 28025
Attn: VaLerie Kolczynski

All notices, demands, requests, consents, approvals or communications to Developer shall be addressed to:

Lansing Melbourne Group, LLC
2420 East Sunrise Boulevard, #90
Fort Lauderdale, Florida 33304
Attn: Peter Flotz

With a copy to:

Mr. Kent Gregory
3 E. Gordon St.
Savannah, GA 31401

With a copy to: Drew Melville, Esquire
Melville Law, P.A.
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301

With a copy to
Investor Member: Concord Investor QOF LP
200 West Street
New York, New York 10282
Attention: Urban Investment Group Portfolio Manager
E-mail; gs-uir-portfolio-manager@gs.com and
gs-uir-docs@gs.com

With a copy to: Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Steven C. Koppel, Esq.
E-mail: skoppel@sidley.com

4.4 Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions and understandings between the Parties relative to the Catalyst Project and supersedes all previous agreements, except to the extent the same may be specifically incorporated into this Agreement. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plans as of the Effective Date.

4.5 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

4.6 Assignment.

a) Developer shall not, prior to the completion of construction of the Catalyst Project, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion, except for Permitted Transfers (as defined in Section 4.31), which shall not require the City's consent.

b) After the completion of construction of the Catalyst Project, Developer shall not, assign or transfer this Agreement or delegate any of its obligations or duties under this

Agreement without the prior written consent of City (which consent shall not be unreasonably withheld or delayed), except for Permitted Transfers, which shall not require the City's consent.

c) No such assignment, with or without the consent of City, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned thereby. No assignment of this Agreement by Developer shall release or relieve the assigning Developer of any duties, obligations or liabilities under this Agreement and from and after any such assignment the assigning Developer shall be jointly and severally liable with the assignee for the performance of and compliance with all of Developer's duties obligations and liabilities under this Agreement.

d) City may not assign, transfer or delegate its rights, duties and obligations under this Agreement without the consent of Developer in its reasonable discretion (which consent shall not be unreasonably withheld or delayed) to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of City being assigned thereby. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of City being assigned thereby. In the event of any assignment of the interest of City under this Agreement, City shall be released and relieved of all liability for the performance and observance of all covenants and agreements of City's covenants and agreements under this Agreement so assigned.

4.7 Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate such request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement within ten (10) business days of the delivery of such a request. If the reviewing party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.

4.8 Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make such election.

4.9 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

4.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

4.11 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

4.12 No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have under this Agreement.

4.13 Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

4.14 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind City and Developer. Notwithstanding the foregoing, with the approval of this Agreement, City Council hereby delegates to the City Manager the authority to execute any supplemental documents required to effectuate the purposes of this Agreement.

4.15 Representations and Warranties of Developer. Developer represents and warrants to City that:

a) Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida;

b) Developer is duly qualified to do business and is in good standing under the laws of the State of North Carolina;

c) Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and

d) Developer will execute, deliver and perform this Agreement in accordance with all applicable Laws and Ordinances.

4.16 Representations and Warranties of City. City represents and warrants to Developer that:

a) City has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;

b) City will execute, deliver and perform this Agreement in accordance with all applicable Laws and Ordinances;

c) Left intentionally blank

d) To the actual knowledge of the City Manager or the City Attorney, no modification of the Laws and Ordinances applicable to the Property, including land use ordinances, are necessary for the Catalyst Project to conform to those Laws and Ordinances;

e) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the City, settled or otherwise resolved by the City, result in any financial liability on the part of Developer or interfere with the development of the Catalyst Project;

f) To the actual knowledge of the City Manager or the City Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the City or any other governmental authority with the power of eminent domain;

g) To the actual knowledge of the City Manager or the City Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the City by virtue of its chain of title; and

h) To the actual knowledge of the City Manager or the City Attorney, the City has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property.

4.17 Continuing Obligation. From time to time after the Closing Date, the Parties will execute additional instruments of assignment, lease, license, conveyance and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.

4.18 Immunity Not Waived. City does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the City acknowledges and agrees that by

entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.

4.19 Release of Information. City and Developer acknowledge that this Agreement is subject to disclosure under the North Carolina Public Records Act, NCGS § 132-1 et seq. (the “Act”), except for information that is excluded from the disclosure requirements of the Act pursuant to NCGS § 132-1.2. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Council meetings in compliance with applicable laws.

4.20 Predevelopment Service Agreement. In accordance with the Letter of Agreement between the City and the University of North Carolina at Chapel Hill School of Government, with an “Effective Date” of June 22, 2015, Developer agrees to pay one percent (1%) of the total development costs for Parcel 1 and Parcel 2 only (“TDC”) to the School of Government's Development Finance Initiative, without recourse to the City. This 1% is in addition to the Developer Fee of 4% noted in the Proposal by Developer and is calculated based on cost schedules provided to developer's lenders, or investors or both. The TDC shall not include or subsume Parcel 3 or any development activities on that parcel.

4.21 Representations, Warranties and Indemnity Regarding Brokers.

a) City represents to Developer, except as set forth in Section 4.20, that no real estate broker or agent has rendered a service or represented City in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

b) Developer represents to City that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.

c) City and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent or finder in connection with the purchase and sale of the Property. This Section shall survive Closing or any earlier termination of this Agreement.

4.22 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).

4.23 Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of the, Constitution of the

State of North Carolina. This Agreement shall not directly or indirectly or contingently obligate the City to make any payments beyond the amount appropriated, if any, in the sole discretion of the City for any fiscal year in which this Agreement shall be in effect. The City may at the end of any fiscal year terminate its future installment payment obligations under this Agreement if the City has not appropriated sufficient funds to make the next fiscal year's scheduled installment payments; however, during each fiscal year, the City shall exercise its best efforts to appropriate funds for installment payments due in the next fiscal year. No deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

4.24 Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

4.25 Iran Divestment Act Certification. Developer certifies that, if it submitted a successful bid for this Agreement, then as of the date it submitted the bid, Developer was not identified on the Iran List. If it did not submit a bid for this Agreement, Developer certifies that as of the date that this Agreement is entered, Developer is not identified on the Iran List. It is a material breach of this Agreement for Developer to be identified on the Iran List during the term of this Agreement or to utilize on this Agreement any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section — “Iran List” means the Final Divestment List — Iran, the Parent and Subsidiary Guidance List — Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

4.26 E-Verify Certification. Developer certifies that it verifies the authorization of its employees to work in the United States in accordance with the Immigration and Reform Control Act of 1986, that it has enrolled in the U.S. Citizenship and Immigration Service's E-Verify program, and that it utilizes E-Verify as required by N.C.G.S. §64-25.

4.27 Time of the Essence. Time is of the essence in this Agreement.

4.28 Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.

4.29 Recitals and Exhibits. The Recitals of this Agreement and the Exhibits attached hereto are integral and essential components of this Agreement.

4.30 Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement, unless the context clearly indicates another meaning. All terms

not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern English dictionary.

4.31. Consent to Permitted Transfers. The City hereby consents, without the necessity of further actions or approvals, to the following Transfers (each, a "Permitted Transfer"):

- a) a Mortgage or related security granted by Developer to a mortgagee for the purpose of obtaining the financing necessary to enable Developer to perform its obligations under this Agreement, including any mortgage and other liens and encumbrances granted by Developer to a mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project unrelated to the Catalyst Project;
- b) Transfers of easements or dedications of portions or interests in the Property as may be required for utilities for the Catalyst Project;
- c) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;
- d) a lease agreement to a third-party tenant or end user of the Catalyst Project or any portion or phase thereof;
- e) a Transfer pursuant to a foreclosure, and any Transfer by any mortgagee or any mortgagee's successor and/or assigns after foreclosure;
- f) any Transfer to any Affiliate of the Developer;
- g) a Transfer, for estate planning purposes, of the direct or indirect ownership or control of Developer among the existing owners, family members of the existing owners, and/or trusts;
- h) the replacement by the Investor Member of the Managing Member of the Developer upon the occurrence of an Event of Default hereunder or under any applicable Financial Agreement to which Developer is a party, provided that the Investor Member (i) replaces the Managing Member with an entity capable of completing the Catalyst Project in accordance with this Agreement and (ii) provides notice to the City of such replacement.
- i) the replacement by the Investor Member of the Managing Member upon notice to the City of the removal of such Managing Member under the terms of the Operating Agreement, including the reasons therefor and the applicable provision(s) of the Operating Agreement permitting such removal;
- j) a Transfer to (i) any Affiliate of Investor Member, (ii) any entity one hundred percent (100%) owned, directly or indirectly, by Goldman Sachs Group, Inc., ("Goldman Sachs"), or (iii) to any fund that is controlled, directly or indirectly by Goldman Sachs; or

- k) a Transfer of direct or indirect interests in Investor Member so long as the Developer is controlled, directly or indirectly, by Managing Member or a replacement Managing Member appointed pursuant to clause (h) above.

For purposes of this Agreement:

"Affiliate" means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

"Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Financial Agreement" shall mean (i) any documents entered into by Developer for the financing of the construction of the Catalyst Project or (ii) any agreements for tax abatements and/or grants benefiting the Catalyst Project.

"Managing Member" means Kannapolis Master Venture, LLC

"Transfer" means (i) a sale or re-conveyance of all or any portion of the applicable portion of the Property or Catalyst Project, as applicable, including all or a portion thereof, by Developer to any other Person, (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of Developer as it exists on the date of this Agreement, or involving or resulting in a change in Control of Developer; (iii) a transfer of ten percent (10%) or more of the membership interest in Developer to any other Person, or (iv) any assignment of this Agreement to any other Person.

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CITY OF CONCORD, NORTH CAROLINA
[SEAL]

Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim Deason, City Clerk

Approved as to form:

VaLerie Kolczynski, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the State and County aforesaid, certify that Kim Deason personally came before me this day and acknowledged under seal that she is City Clerk of the City of Concord, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this ____ day of _____, 2019.

Notary Public
My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

CONCORD MASTER VENTURE, LLC, a Florida
limited liability company

Peter Flotz, Manager

STATE OF FLORIDA
County of BROWARD

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Peter Flotz personally came before me this day and acknowledged under seal that he is Manager of CONCORD MASTER VENTURE, LLC, a Florida limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ____ day of _____, 2019.

Notary Public
My commission expires:

EXHIBIT "A"
Property Description

Cabarrus County Parcel Identifier Numbers:

5620877591 (Parcel 1)
5620879184 (Parcel 2)
5620970377 (Parcel 3)

EXHIBIT “B”

DEMOLITION PLAN

The draft demolition plan for Parcel 1 is below and will be subject to refinement for City permitting following the sale of the Catalyst Project parcels to Developer. Developer is currently drafting demolition plan for Parcel 2 and will follow all required rules and regulations.



Contractors by
STEWART INC. SIE 400
CHARLOTTE NC 28202
TEL 704 331 1825

Contractors by
STEWART INC. SIE 400
0171 TRIVETT AVE 1400
WYOMING NJ 08094
TEL 703 331 1825

Structural Engineering by
MOHAMMADALAM
WEST PALM BEACH FL 33411
TEL 561 331 7841

Approved Electrical, Plumbing & Fire Protection by
44301 E LAMAR DRIVE SUITE E
DENVER CO 80231
TEL 703 435 8300



B U I L T F O R M

NO.	REVISION	DATE
1	REVISED PERMIT	07-13-20
2	ISSUED FOR PERMIT	08-01-20
3	ISSUED FOR PERMIT	08-01-20
4	ISSUED FOR PERMIT	08-01-20
5	ISSUED FOR PERMIT	08-01-20
6	ISSUED FOR PERMIT	08-01-20
7	ISSUED FOR PERMIT	08-01-20
8	ISSUED FOR PERMIT	08-01-20
9	ISSUED FOR PERMIT	08-01-20
10	ISSUED FOR PERMIT	08-01-20
11	ISSUED FOR PERMIT	08-01-20
12	ISSUED FOR PERMIT	08-01-20
13	ISSUED FOR PERMIT	08-01-20
14	ISSUED FOR PERMIT	08-01-20
15	ISSUED FOR PERMIT	08-01-20
16	ISSUED FOR PERMIT	08-01-20
17	ISSUED FOR PERMIT	08-01-20
18	ISSUED FOR PERMIT	08-01-20
19	ISSUED FOR PERMIT	08-01-20
20	ISSUED FOR PERMIT	08-01-20
21	ISSUED FOR PERMIT	08-01-20
22	ISSUED FOR PERMIT	08-01-20
23	ISSUED FOR PERMIT	08-01-20
24	ISSUED FOR PERMIT	08-01-20
25	ISSUED FOR PERMIT	08-01-20
26	ISSUED FOR PERMIT	08-01-20
27	ISSUED FOR PERMIT	08-01-20
28	ISSUED FOR PERMIT	08-01-20
29	ISSUED FOR PERMIT	08-01-20
30	ISSUED FOR PERMIT	08-01-20
31	ISSUED FOR PERMIT	08-01-20
32	ISSUED FOR PERMIT	08-01-20
33	ISSUED FOR PERMIT	08-01-20
34	ISSUED FOR PERMIT	08-01-20
35	ISSUED FOR PERMIT	08-01-20
36	ISSUED FOR PERMIT	08-01-20
37	ISSUED FOR PERMIT	08-01-20
38	ISSUED FOR PERMIT	08-01-20
39	ISSUED FOR PERMIT	08-01-20
40	ISSUED FOR PERMIT	08-01-20
41	ISSUED FOR PERMIT	08-01-20
42	ISSUED FOR PERMIT	08-01-20
43	ISSUED FOR PERMIT	08-01-20
44	ISSUED FOR PERMIT	08-01-20
45	ISSUED FOR PERMIT	08-01-20
46	ISSUED FOR PERMIT	08-01-20
47	ISSUED FOR PERMIT	08-01-20
48	ISSUED FOR PERMIT	08-01-20
49	ISSUED FOR PERMIT	08-01-20
50	ISSUED FOR PERMIT	08-01-20
51	ISSUED FOR PERMIT	08-01-20
52	ISSUED FOR PERMIT	08-01-20
53	ISSUED FOR PERMIT	08-01-20
54	ISSUED FOR PERMIT	08-01-20
55	ISSUED FOR PERMIT	08-01-20
56	ISSUED FOR PERMIT	08-01-20
57	ISSUED FOR PERMIT	08-01-20
58	ISSUED FOR PERMIT	08-01-20
59	ISSUED FOR PERMIT	08-01-20
60	ISSUED FOR PERMIT	08-01-20
61	ISSUED FOR PERMIT	08-01-20
62	ISSUED FOR PERMIT	08-01-20
63	ISSUED FOR PERMIT	08-01-20
64	ISSUED FOR PERMIT	08-01-20
65	ISSUED FOR PERMIT	08-01-20
66	ISSUED FOR PERMIT	08-01-20
67	ISSUED FOR PERMIT	08-01-20
68	ISSUED FOR PERMIT	08-01-20
69	ISSUED FOR PERMIT	08-01-20
70	ISSUED FOR PERMIT	08-01-20
71	ISSUED FOR PERMIT	08-01-20
72	ISSUED FOR PERMIT	08-01-20
73	ISSUED FOR PERMIT	08-01-20
74	ISSUED FOR PERMIT	08-01-20
75	ISSUED FOR PERMIT	08-01-20
76	ISSUED FOR PERMIT	08-01-20
77	ISSUED FOR PERMIT	08-01-20
78	ISSUED FOR PERMIT	08-01-20
79	ISSUED FOR PERMIT	08-01-20
80	ISSUED FOR PERMIT	08-01-20
81	ISSUED FOR PERMIT	08-01-20
82	ISSUED FOR PERMIT	08-01-20
83	ISSUED FOR PERMIT	08-01-20
84	ISSUED FOR PERMIT	08-01-20
85	ISSUED FOR PERMIT	08-01-20
86	ISSUED FOR PERMIT	08-01-20
87	ISSUED FOR PERMIT	08-01-20
88	ISSUED FOR PERMIT	08-01-20
89	ISSUED FOR PERMIT	08-01-20
90	ISSUED FOR PERMIT	08-01-20
91	ISSUED FOR PERMIT	08-01-20
92	ISSUED FOR PERMIT	08-01-20
93	ISSUED FOR PERMIT	08-01-20
94	ISSUED FOR PERMIT	08-01-20
95	ISSUED FOR PERMIT	08-01-20
96	ISSUED FOR PERMIT	08-01-20
97	ISSUED FOR PERMIT	08-01-20
98	ISSUED FOR PERMIT	08-01-20
99	ISSUED FOR PERMIT	08-01-20
100	ISSUED FOR PERMIT	08-01-20

LANSING MELBOURNE GROUP
MARKET STREET LOFTS
DEMOLITION PLAN

Property No: C18163
Date: 10-25-2018
Scale: C2.00

DEMOLITION LEGEND

[Symbol]	REMOVE ASPHALT
[Symbol]	REMOVE GRAVEL
[Symbol]	REMOVE BRICK/CONCRETE WALL
[Symbol]	REMOVE CONCRETE
[Symbol]	REMOVE ASPHALT
[Symbol]	REMOVE VEGETATION
[Symbol]	REMOVE WATER LINE
[Symbol]	REMOVE SLOPE DRAINAGE
[Symbol]	REMOVE FLOOR DRAINAGE
[Symbol]	REMOVE FLOOR FINISH
[Symbol]	REMOVE FLOOR JOIST
[Symbol]	REMOVE LIGHT POLE REMOVAL
[Symbol]	REMOVE TREE
[Symbol]	REMOVE WHEELSTOP
[Symbol]	REMOVE SIGN & LIGHTS
[Symbol]	REMOVE SIGN

REFER TO SHEET 18 FOR DEMOLITION LEGEND

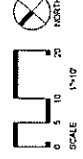
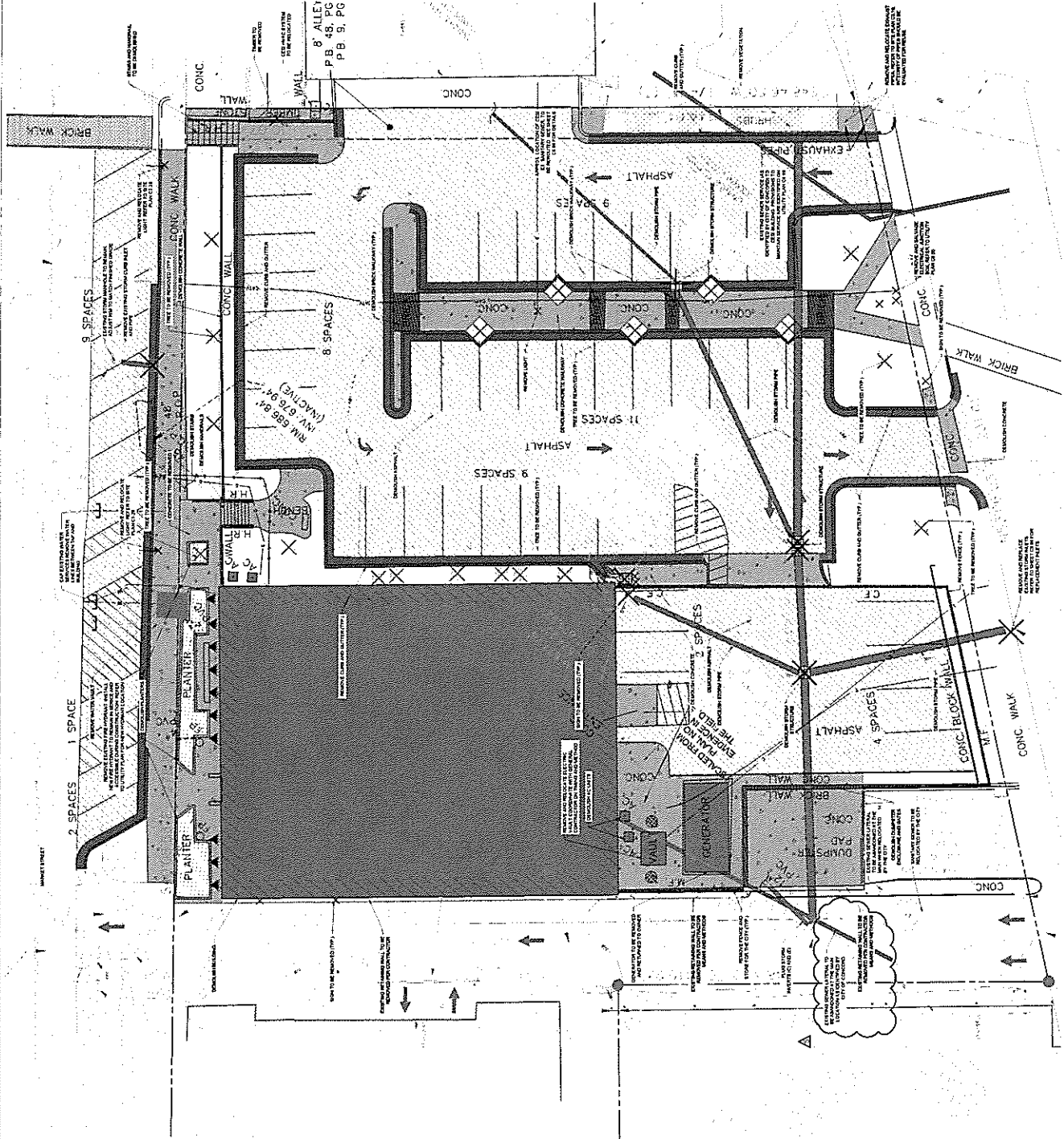


EXHIBIT "C"

FORM OF DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$900.00

Parcel Identifier No. A portion of Verified by _____ County on the ____ day of _____, 20 ____
By: _____

Mail/Box to: Hamilton Stephens Steele & Martin, PLLC (GWS), 525 N. Tryon Street, Suite 1400, Charlotte, NC 28202 (Box 252)

This instrument was prepared by: Hamilton Stephens Steele & Martin, PLLC (GWS), 525 N. Tryon Street, Suite 1400, Charlotte, NC 28202

Brief description for the Index: _____

THIS DEED made this ____ day of _____, 2020, by and between

GRANTOR	GRANTEE
CITY OF CONCORD, NORTH CAROLINA, a North Carolina municipal corporation Address: 35 Cabarrus Avenue W Concord, NC 28025	KANNAPOLIS RETAIL VENTURE I, LLC a Florida limited liability company Address: 2420 E. Sunrise Blvd., #90 Fort Lauderdale, FL 33304

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land (the "Property") situated in Cabarrus County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Property was acquired by Grantor by instrument recorded in Book _____, page _____.

A map showing the above described property is recorded in Map Book _____, page _____.

All or a portion of the property herein conveyed includes or does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. All easements, covenants, conditions, and restrictions of record and affecting the Property.
2. The lien of ad valorem taxes for the current year and subsequent years.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

CITY OF CONCORD, NORTH CAROLINA

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

[NOTARY SEAL]
(MUST BE FULLY
LEGIBLE)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County, State of North Carolina, certify that Lloyd William Payne, Jr., (the "Signatory"), personally came before me this day and acknowledged that he is City Manager of City of Concord, North Carolina, a North Carolina municipal corporation, and that he, as City Manager, being authorized to do so, executed the foregoing on behalf of the Corporation.

I certify that the Signatory personally appeared before me this day, and (check one) _____ (I have personal knowledge of the identity of the Signatory); **or** _____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one) _____ a driver's license *or* _____ in the form of _____); **or** _____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of April, 2020.

Notary Public

My Commission Expires: _____

EXHIBIT “D”

PARKING LEASE TERMS

- Term: 50-year base term with five 10-year renewal options thereafter
- Access & Rates (Daytime):
 - The County currently permits unrestricted daytime parking in the deck.
 - If the County decides to restrict daytime parking during years one through ten following the completion of Parcel 1, the City and County will make available 200 all-day parking passes (120 provided by the County and 80 provided by the City) for residents at a rate of \$25 per pass per month.
 - In years 11 – 15, the City will make available 100 parking passes at the rate of \$30 per pass per month.
 - In years 16 – 20, the City will make available 100 parking passes at the rate of \$36 per pass per month.
 - During Year 20, the City and Concord Master Venture will renegotiate the rate for Years 21 – 50 to the prevailing rate for all-day parking in downtown Concord.
 - If passes become necessary, Residents will not be required to purchase an all-day pass. Residents without passes will be able to access public parking in the deck but must follow any hourly limits or fees.
 - This agreement may be amended at any time with both parties written agreement.
- Access & Rates (Evening):
 - During the evening hours of 5 PM – 8 AM every day, the City and the County will reserve up to 300 spaces (132 provided by the City and 168 provided by the County) as defined in the Parking Lease Agreement at no cost for the first 10 years following the completion of construction on Parcel 1.

After the 10th year, the parties will renegotiate the fee for evening parking, if any, but the rate will always be the minimum rate charged to parking deck users for evening use.

EXHIBIT “E”

ECONOMIC DEVELOPMENT INCENTIVE

City agrees to execute an incentive grant agreement based on a 10-year schedule of a graduated, incremental increase of the assessed property value of each parcel after delivery of completed improvements on each parcel as evidenced by a City certificate of occupancy. The City and Developer will coordinate with the County to enter an agreement for participation in an annual incentive grant to the Catalyst Project that mirrors the City’s Economic Development Agreement.

The base value for each property will be considered zero:

- Years 1-5: 85% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 6: 75% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 7: 65% grant based on the ad valorem taxes due to the City, County and Municipal Service District
- Year 8: 55% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 9: 50% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District
- Year 10: 50% grant based on the applicable ad valorem taxes due to the City, County and Municipal Service District

The County’s grant will be paid to the City to cover the costs of infrastructure related to the project. The City will act as a pass-through agent for the County, paying the calculated incentive to Concord Master Venture for both the City and the County.

In addition, the City will provide a reimbursement of \$500,000 for the asbestos abatement and demolition on Parcel 2.

EXHIBIT “F”

Development Description & Catalyst Project Schematic Drawings

Developer intends to construct three, mixed-used structures as part of the Catalyst Project. The descriptions and drawings below are intended to be close approximations of Developer’s intent, with the note that final design and permitting is still to come.

Parcel 1, 30 Market Street – Tentatively named Novi Rise, the largest building in the project is located next to the new City Hall. Novi Rise will include approximately one hundred sixty-seven (167) apartments and approximately 3,300 sq. ft. of retail space that will support the city’s goal of bringing more foot traffic to Market Street. These units are slated to include granite counter tops, stainless steel appliances, hardwood floors, high efficiency furnaces with air conditioning, and in-unit washers/dryers. On-site amenities are programmed to include a pool, dog washing station, and secure Amazon package lockers, fitness center. These amenities will be accessible to the tenants at our other two buildings as well. This building will be built above approximately seventy-five (75) parking spaces that will be available to residents.

Parcel 2, 26 Union Street South – As per the agreement above, the Developer will remove the old municipal building to make way for a second mixed-use project downtown, tentatively called Novi Lofts. Novi Lofts will include approximately 84 apartments, approximately eight (8) parking spaces, and approximately 2,500 sq. ft. of ground level retail space. Aside from having access to the amenities offered across the street at the Novi Rise, the units in this building will offer the same high-quality interior finishes as the Rise. In addition to ground level retail space above, Developer will make “best efforts” to include approximately 2,900 sq. ft. of retail space suitable for a rooftop restaurant. The design will also include an outdoor patio and lobby space (approximately 1,700 sq. ft.) to support the tenant. As a result of the retail and commercial real estate pressures related to Covid-19, in this instance, "best efforts" means (a) designing the space to support restaurant use, and (b) securing a lease with a credit tenant by December 31, 2021 for terms that include twenty-five dollars (\$25.00) per square foot in rent for a lease term of at least five (5) years.

Parcel 3, Barbrick Ave. adjacent to the County Parking Deck – The third piece of the Catalyst Project, tentatively named Novi Flats, will book-end Market Street where it meets Barbrick Ave. This building, running alongside the County’s new parking garage, will soften the view on Market Street by providing an aesthetically pleasing structure in front of the County garage. The Novi Flats component includes approximately forty-three (43) units with the same level of finish and amenities as the other two components. In addition, the building will include approximately 4,900 sq. ft. of ground level retail space.





Civil Engineering & Landscape Arch By
101 N. HINCH STREET SUITE 1400
ANN ARBOR MI 48102
TEL: 734.341.7602

Structural Engineering By
2251 VOTA PARKWAY SUITE 441
ANN ARBOR MI 48106
TEL: 734.341.7602

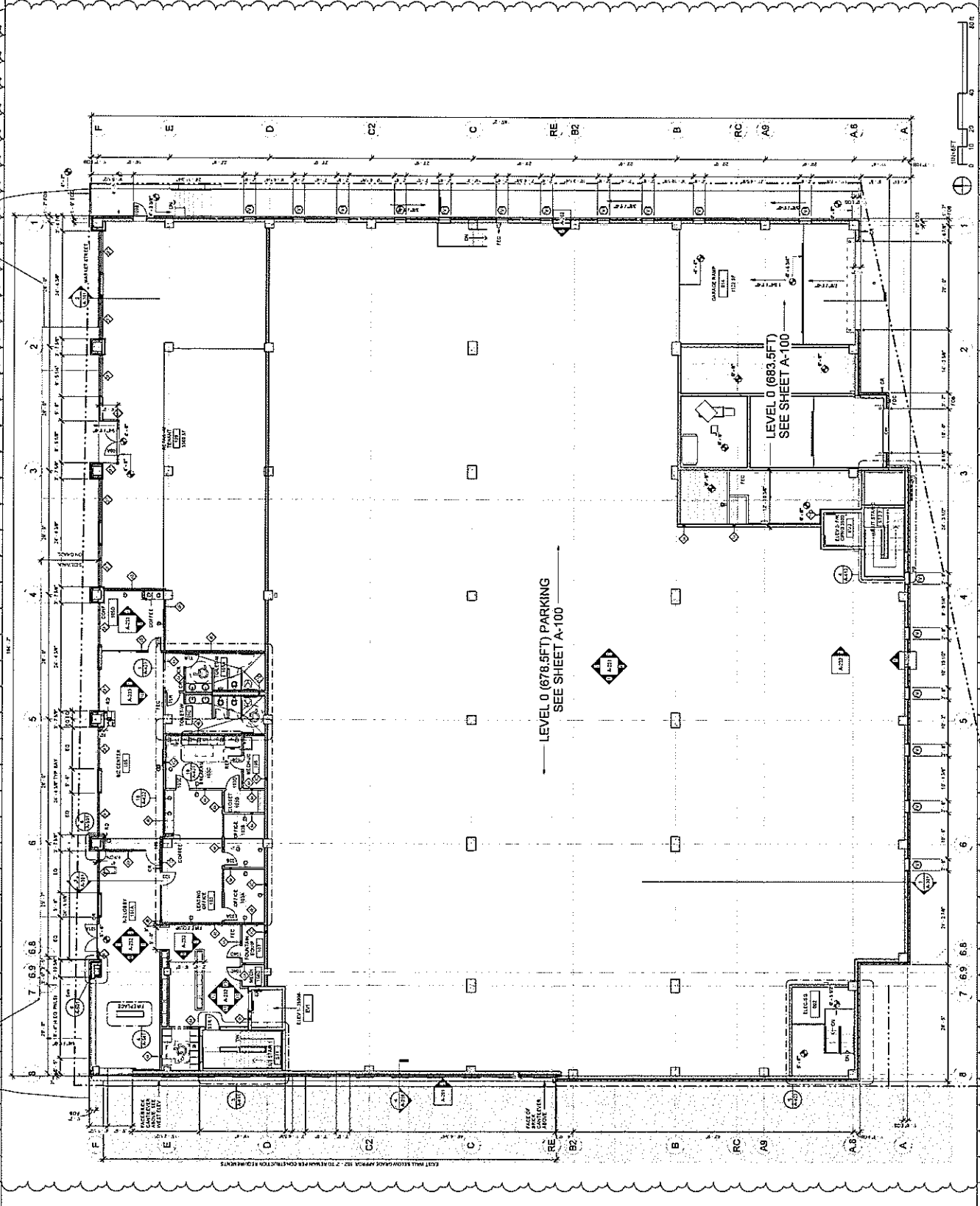
Mechanical, Electrical, Plumbing & Fire Protection by
4001 E LIVING DRIVE SUITE E
ANN ARBOR MI 48106
TEL: 734.638.8100

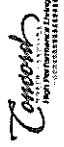
B U I L T F O R M

1. 10/1/2019
2. 10/1/2019
3. 10/1/2019
4. 10/1/2019
5. 10/1/2019
6. 10/1/2019
7. 10/1/2019
8. 10/1/2019
9. 10/1/2019
10. 10/1/2019
11. 10/1/2019
12. 10/1/2019
13. 10/1/2019
14. 10/1/2019
15. 10/1/2019
16. 10/1/2019
17. 10/1/2019
18. 10/1/2019
19. 10/1/2019
20. 10/1/2019
21. 10/1/2019
22. 10/1/2019
23. 10/1/2019
24. 10/1/2019
25. 10/1/2019
26. 10/1/2019
27. 10/1/2019
28. 10/1/2019
29. 10/1/2019
30. 10/1/2019
31. 10/1/2019
32. 10/1/2019
33. 10/1/2019
34. 10/1/2019
35. 10/1/2019
36. 10/1/2019
37. 10/1/2019
38. 10/1/2019
39. 10/1/2019
40. 10/1/2019
41. 10/1/2019
42. 10/1/2019
43. 10/1/2019
44. 10/1/2019
45. 10/1/2019
46. 10/1/2019
47. 10/1/2019
48. 10/1/2019
49. 10/1/2019
50. 10/1/2019
51. 10/1/2019
52. 10/1/2019
53. 10/1/2019
54. 10/1/2019
55. 10/1/2019
56. 10/1/2019
57. 10/1/2019
58. 10/1/2019
59. 10/1/2019
60. 10/1/2019
61. 10/1/2019
62. 10/1/2019
63. 10/1/2019
64. 10/1/2019
65. 10/1/2019
66. 10/1/2019
67. 10/1/2019
68. 10/1/2019
69. 10/1/2019
70. 10/1/2019
71. 10/1/2019
72. 10/1/2019
73. 10/1/2019
74. 10/1/2019
75. 10/1/2019
76. 10/1/2019
77. 10/1/2019
78. 10/1/2019
79. 10/1/2019
80. 10/1/2019
81. 10/1/2019
82. 10/1/2019
83. 10/1/2019
84. 10/1/2019
85. 10/1/2019
86. 10/1/2019
87. 10/1/2019
88. 10/1/2019
89. 10/1/2019
90. 10/1/2019
91. 10/1/2019
92. 10/1/2019
93. 10/1/2019
94. 10/1/2019
95. 10/1/2019
96. 10/1/2019
97. 10/1/2019
98. 10/1/2019
99. 10/1/2019
100. 10/1/2019

Revision	Description	Revision Date
1	REVISED PERMIT	07/16/2020
2	ISSUED FOR PERMIT	10/01/2019
3	ISSUED FOR PERMIT	10/01/2019
4	ISSUED FOR PERMIT	10/01/2019
5	ISSUED FOR PERMIT	10/01/2019
6	ISSUED FOR PERMIT	10/01/2019
7	ISSUED FOR PERMIT	10/01/2019
8	ISSUED FOR PERMIT	10/01/2019
9	ISSUED FOR PERMIT	10/01/2019
10	ISSUED FOR PERMIT	10/01/2019
11	ISSUED FOR PERMIT	10/01/2019
12	ISSUED FOR PERMIT	10/01/2019
13	ISSUED FOR PERMIT	10/01/2019
14	ISSUED FOR PERMIT	10/01/2019
15	ISSUED FOR PERMIT	10/01/2019
16	ISSUED FOR PERMIT	10/01/2019
17	ISSUED FOR PERMIT	10/01/2019
18	ISSUED FOR PERMIT	10/01/2019
19	ISSUED FOR PERMIT	10/01/2019
20	ISSUED FOR PERMIT	10/01/2019
21	ISSUED FOR PERMIT	10/01/2019
22	ISSUED FOR PERMIT	10/01/2019
23	ISSUED FOR PERMIT	10/01/2019
24	ISSUED FOR PERMIT	10/01/2019
25	ISSUED FOR PERMIT	10/01/2019
26	ISSUED FOR PERMIT	10/01/2019
27	ISSUED FOR PERMIT	10/01/2019
28	ISSUED FOR PERMIT	10/01/2019
29	ISSUED FOR PERMIT	10/01/2019
30	ISSUED FOR PERMIT	10/01/2019
31	ISSUED FOR PERMIT	10/01/2019
32	ISSUED FOR PERMIT	10/01/2019
33	ISSUED FOR PERMIT	10/01/2019
34	ISSUED FOR PERMIT	10/01/2019
35	ISSUED FOR PERMIT	10/01/2019
36	ISSUED FOR PERMIT	10/01/2019
37	ISSUED FOR PERMIT	10/01/2019
38	ISSUED FOR PERMIT	10/01/2019
39	ISSUED FOR PERMIT	10/01/2019
40	ISSUED FOR PERMIT	10/01/2019
41	ISSUED FOR PERMIT	10/01/2019
42	ISSUED FOR PERMIT	10/01/2019
43	ISSUED FOR PERMIT	10/01/2019
44	ISSUED FOR PERMIT	10/01/2019
45	ISSUED FOR PERMIT	10/01/2019
46	ISSUED FOR PERMIT	10/01/2019
47	ISSUED FOR PERMIT	10/01/2019
48	ISSUED FOR PERMIT	10/01/2019
49	ISSUED FOR PERMIT	10/01/2019
50	ISSUED FOR PERMIT	10/01/2019
51	ISSUED FOR PERMIT	10/01/2019
52	ISSUED FOR PERMIT	10/01/2019
53	ISSUED FOR PERMIT	10/01/2019
54	ISSUED FOR PERMIT	10/01/2019
55	ISSUED FOR PERMIT	10/01/2019
56	ISSUED FOR PERMIT	10/01/2019
57	ISSUED FOR PERMIT	10/01/2019
58	ISSUED FOR PERMIT	10/01/2019
59	ISSUED FOR PERMIT	10/01/2019
60	ISSUED FOR PERMIT	10/01/2019
61	ISSUED FOR PERMIT	10/01/2019
62	ISSUED FOR PERMIT	10/01/2019
63	ISSUED FOR PERMIT	10/01/2019
64	ISSUED FOR PERMIT	10/01/2019
65	ISSUED FOR PERMIT	10/01/2019
66	ISSUED FOR PERMIT	10/01/2019
67	ISSUED FOR PERMIT	10/01/2019
68	ISSUED FOR PERMIT	10/01/2019
69	ISSUED FOR PERMIT	10/01/2019
70	ISSUED FOR PERMIT	10/01/2019
71	ISSUED FOR PERMIT	10/01/2019
72	ISSUED FOR PERMIT	10/01/2019
73	ISSUED FOR PERMIT	10/01/2019
74	ISSUED FOR PERMIT	10/01/2019
75	ISSUED FOR PERMIT	10/01/2019
76	ISSUED FOR PERMIT	10/01/2019
77	ISSUED FOR PERMIT	10/01/2019
78	ISSUED FOR PERMIT	10/01/2019
79	ISSUED FOR PERMIT	10/01/2019
80	ISSUED FOR PERMIT	10/01/2019
81	ISSUED FOR PERMIT	10/01/2019
82	ISSUED FOR PERMIT	10/01/2019
83	ISSUED FOR PERMIT	10/01/2019
84	ISSUED FOR PERMIT	10/01/2019
85	ISSUED FOR PERMIT	10/01/2019
86	ISSUED FOR PERMIT	10/01/2019
87	ISSUED FOR PERMIT	10/01/2019
88	ISSUED FOR PERMIT	10/01/2019
89	ISSUED FOR PERMIT	10/01/2019
90	ISSUED FOR PERMIT	10/01/2019
91	ISSUED FOR PERMIT	10/01/2019
92	ISSUED FOR PERMIT	10/01/2019
93	ISSUED FOR PERMIT	10/01/2019
94	ISSUED FOR PERMIT	10/01/2019
95	ISSUED FOR PERMIT	10/01/2019
96	ISSUED FOR PERMIT	10/01/2019
97	ISSUED FOR PERMIT	10/01/2019
98	ISSUED FOR PERMIT	10/01/2019
99	ISSUED FOR PERMIT	10/01/2019
100	ISSUED FOR PERMIT	10/01/2019

LANSING MELBOURNE GROUP
MARKET STREET LOFTS
FLOOR PLAN LEVEL 1
Project No: 19278
Date: 09/22/2020
A-101





Civil Engineering & Landscape Arch. by
107 N. TROY STREET, SUITE 400
ANN ARBOR, MI 48106
TEL: 734.763.7932

Structural Engineering by
MUNIMAR & ASSOCIATES
107 N. TROY STREET, SUITE 441
ANN ARBOR, MI 48106
TEL: 734.763.7932

Mechanical, Electrical, Plumbing & Fire Protection by
CHE ENGINEERING
107 N. TROY STREET, SUITE 400
ANN ARBOR, MI 48106
TEL: 734.763.7932

B
U
I
L
T
F
O
R
M

A
N
C
I
E
N
T
I
E
R
I
E
S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

107 N. TROY STREET, SUITE 400, ANN ARBOR, MI 48106

Revision Number	Revision Description	Revision Date
01	ISSUED FOR PERMIT	05/25/2019
02	ISSUED FOR PERMIT	05/25/2019
03	ISSUED FOR PERMIT	05/25/2019
04	ISSUED FOR PERMIT	05/25/2019
05	ISSUED FOR PERMIT	05/25/2019
06	ISSUED FOR PERMIT	05/25/2019
07	ISSUED FOR PERMIT	05/25/2019
08	ISSUED FOR PERMIT	05/25/2019
09	ISSUED FOR PERMIT	05/25/2019
10	ISSUED FOR PERMIT	05/25/2019
11	ISSUED FOR PERMIT	05/25/2019
12	ISSUED FOR PERMIT	05/25/2019
13	ISSUED FOR PERMIT	05/25/2019
14	ISSUED FOR PERMIT	05/25/2019
15	ISSUED FOR PERMIT	05/25/2019
16	ISSUED FOR PERMIT	05/25/2019
17	ISSUED FOR PERMIT	05/25/2019
18	ISSUED FOR PERMIT	05/25/2019
19	ISSUED FOR PERMIT	05/25/2019
20	ISSUED FOR PERMIT	05/25/2019
21	ISSUED FOR PERMIT	05/25/2019
22	ISSUED FOR PERMIT	05/25/2019
23	ISSUED FOR PERMIT	05/25/2019
24	ISSUED FOR PERMIT	05/25/2019
25	ISSUED FOR PERMIT	05/25/2019
26	ISSUED FOR PERMIT	05/25/2019
27	ISSUED FOR PERMIT	05/25/2019
28	ISSUED FOR PERMIT	05/25/2019
29	ISSUED FOR PERMIT	05/25/2019
30	ISSUED FOR PERMIT	05/25/2019
31	ISSUED FOR PERMIT	05/25/2019
32	ISSUED FOR PERMIT	05/25/2019
33	ISSUED FOR PERMIT	05/25/2019
34	ISSUED FOR PERMIT	05/25/2019
35	ISSUED FOR PERMIT	05/25/2019
36	ISSUED FOR PERMIT	05/25/2019
37	ISSUED FOR PERMIT	05/25/2019
38	ISSUED FOR PERMIT	05/25/2019
39	ISSUED FOR PERMIT	05/25/2019
40	ISSUED FOR PERMIT	05/25/2019
41	ISSUED FOR PERMIT	05/25/2019
42	ISSUED FOR PERMIT	05/25/2019
43	ISSUED FOR PERMIT	05/25/2019
44	ISSUED FOR PERMIT	05/25/2019
45	ISSUED FOR PERMIT	05/25/2019
46	ISSUED FOR PERMIT	05/25/2019
47	ISSUED FOR PERMIT	05/25/2019
48	ISSUED FOR PERMIT	05/25/2019
49	ISSUED FOR PERMIT	05/25/2019
50	ISSUED FOR PERMIT	05/25/2019
51	ISSUED FOR PERMIT	05/25/2019
52	ISSUED FOR PERMIT	05/25/2019
53	ISSUED FOR PERMIT	05/25/2019
54	ISSUED FOR PERMIT	05/25/2019
55	ISSUED FOR PERMIT	05/25/2019
56	ISSUED FOR PERMIT	05/25/2019
57	ISSUED FOR PERMIT	05/25/2019
58	ISSUED FOR PERMIT	05/25/2019
59	ISSUED FOR PERMIT	05/25/2019
60	ISSUED FOR PERMIT	05/25/2019
61	ISSUED FOR PERMIT	05/25/2019
62	ISSUED FOR PERMIT	05/25/2019
63	ISSUED FOR PERMIT	05/25/2019
64	ISSUED FOR PERMIT	05/25/2019
65	ISSUED FOR PERMIT	05/25/2019
66	ISSUED FOR PERMIT	05/25/2019
67	ISSUED FOR PERMIT	05/25/2019
68	ISSUED FOR PERMIT	05/25/2019
69	ISSUED FOR PERMIT	05/25/2019
70	ISSUED FOR PERMIT	05/25/2019
71	ISSUED FOR PERMIT	05/25/2019
72	ISSUED FOR PERMIT	05/25/2019
73	ISSUED FOR PERMIT	05/25/2019
74	ISSUED FOR PERMIT	05/25/2019
75	ISSUED FOR PERMIT	05/25/2019
76	ISSUED FOR PERMIT	05/25/2019
77	ISSUED FOR PERMIT	05/25/2019
78	ISSUED FOR PERMIT	05/25/2019
79	ISSUED FOR PERMIT	05/25/2019
80	ISSUED FOR PERMIT	05/25/2019
81	ISSUED FOR PERMIT	05/25/2019
82	ISSUED FOR PERMIT	05/25/2019
83	ISSUED FOR PERMIT	05/25/2019
84	ISSUED FOR PERMIT	05/25/2019
85	ISSUED FOR PERMIT	05/25/2019
86	ISSUED FOR PERMIT	05/25/2019
87	ISSUED FOR PERMIT	05/25/2019
88	ISSUED FOR PERMIT	05/25/2019
89	ISSUED FOR PERMIT	05/25/2019
90	ISSUED FOR PERMIT	05/25/2019
91	ISSUED FOR PERMIT	05/25/2019
92	ISSUED FOR PERMIT	05/25/2019
93	ISSUED FOR PERMIT	05/25/2019
94	ISSUED FOR PERMIT	05/25/2019
95	ISSUED FOR PERMIT	05/25/2019
96	ISSUED FOR PERMIT	05/25/2019
97	ISSUED FOR PERMIT	05/25/2019
98	ISSUED FOR PERMIT	05/25/2019
99	ISSUED FOR PERMIT	05/25/2019
100	ISSUED FOR PERMIT	05/25/2019

LANSING MELBOURNE GROUP

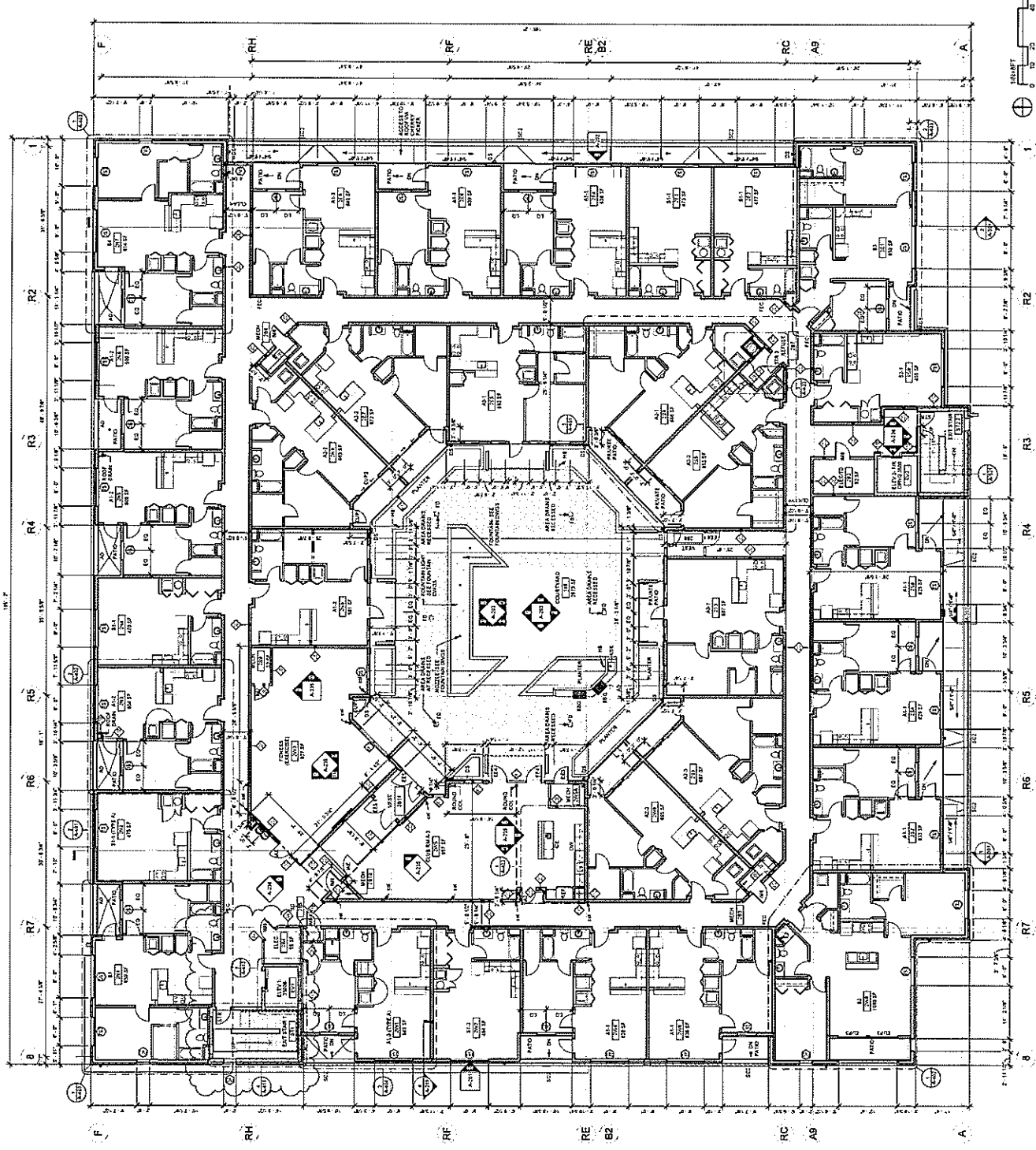
MARKET STREET LOFTS

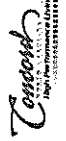
FLOOR PLAN LEVEL 2

Project No: 19318
Date: 05/25/2019
A-102

ENLARGED UNIT PLANS
SHEET REFERENCE
MARKETING SHEET

401	1709A	401
402	1709B	402
403	1709C	403
404	1709D	404
405	1709E	405
406	1709F	406
407	1709G	407
408	1709H	408
409	1709I	409
410	1709J	410
411	1709K	411
412	1709L	412
413	1709M	413
414	1709N	414
415	1709O	415
416	1709P	416
417	1709Q	417
418	1709R	418
419	1709S	419
420	1709T	420
421	1709U	421
422	1709V	422
423	1709W	423
424	1709X	424
425	1709Y	425
426	1709Z	426





Civil Engineering & Landscape Archt. By
 20 N. TROW'S STREET SUITE 105
 TEL: 734.338.2702

Structural Engineering By
 AQUAMARINA
 20255 PARDONNA SUITE 411
 7404950050003050500100100
 TEL: 291.253.3342

Mechanical, Electrical, Plumbing & Fire Protection by
 CM ENGINEERING
 2100 S. LEXINGTON SUITE
 TEL: 734.688.9372

B U I L T F O R M

3333 EASTWATER SUITE 105 CINCINNATI, OH 45217-1700 2008

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	07/24/2008
2	ISSUED FOR PERMIT	07/24/2008
3	ISSUED FOR PERMIT	07/24/2008
4	ISSUED FOR PERMIT	07/24/2008
5	ISSUED FOR PERMIT	07/24/2008
6	ISSUED FOR PERMIT	07/24/2008
7	ISSUED FOR PERMIT	07/24/2008
8	ISSUED FOR PERMIT	07/24/2008
9	ISSUED FOR PERMIT	07/24/2008
10	ISSUED FOR PERMIT	07/24/2008
11	ISSUED FOR PERMIT	07/24/2008
12	ISSUED FOR PERMIT	07/24/2008
13	ISSUED FOR PERMIT	07/24/2008
14	ISSUED FOR PERMIT	07/24/2008
15	ISSUED FOR PERMIT	07/24/2008
16	ISSUED FOR PERMIT	07/24/2008
17	ISSUED FOR PERMIT	07/24/2008
18	ISSUED FOR PERMIT	07/24/2008
19	ISSUED FOR PERMIT	07/24/2008
20	ISSUED FOR PERMIT	07/24/2008
21	ISSUED FOR PERMIT	07/24/2008
22	ISSUED FOR PERMIT	07/24/2008
23	ISSUED FOR PERMIT	07/24/2008
24	ISSUED FOR PERMIT	07/24/2008
25	ISSUED FOR PERMIT	07/24/2008
26	ISSUED FOR PERMIT	07/24/2008
27	ISSUED FOR PERMIT	07/24/2008
28	ISSUED FOR PERMIT	07/24/2008
29	ISSUED FOR PERMIT	07/24/2008
30	ISSUED FOR PERMIT	07/24/2008
31	ISSUED FOR PERMIT	07/24/2008
32	ISSUED FOR PERMIT	07/24/2008
33	ISSUED FOR PERMIT	07/24/2008
34	ISSUED FOR PERMIT	07/24/2008
35	ISSUED FOR PERMIT	07/24/2008
36	ISSUED FOR PERMIT	07/24/2008
37	ISSUED FOR PERMIT	07/24/2008
38	ISSUED FOR PERMIT	07/24/2008
39	ISSUED FOR PERMIT	07/24/2008
40	ISSUED FOR PERMIT	07/24/2008
41	ISSUED FOR PERMIT	07/24/2008
42	ISSUED FOR PERMIT	07/24/2008
43	ISSUED FOR PERMIT	07/24/2008
44	ISSUED FOR PERMIT	07/24/2008
45	ISSUED FOR PERMIT	07/24/2008
46	ISSUED FOR PERMIT	07/24/2008
47	ISSUED FOR PERMIT	07/24/2008
48	ISSUED FOR PERMIT	07/24/2008
49	ISSUED FOR PERMIT	07/24/2008
50	ISSUED FOR PERMIT	07/24/2008
51	ISSUED FOR PERMIT	07/24/2008
52	ISSUED FOR PERMIT	07/24/2008
53	ISSUED FOR PERMIT	07/24/2008
54	ISSUED FOR PERMIT	07/24/2008
55	ISSUED FOR PERMIT	07/24/2008
56	ISSUED FOR PERMIT	07/24/2008
57	ISSUED FOR PERMIT	07/24/2008
58	ISSUED FOR PERMIT	07/24/2008
59	ISSUED FOR PERMIT	07/24/2008
60	ISSUED FOR PERMIT	07/24/2008
61	ISSUED FOR PERMIT	07/24/2008
62	ISSUED FOR PERMIT	07/24/2008
63	ISSUED FOR PERMIT	07/24/2008
64	ISSUED FOR PERMIT	07/24/2008
65	ISSUED FOR PERMIT	07/24/2008
66	ISSUED FOR PERMIT	07/24/2008
67	ISSUED FOR PERMIT	07/24/2008
68	ISSUED FOR PERMIT	07/24/2008
69	ISSUED FOR PERMIT	07/24/2008
70	ISSUED FOR PERMIT	07/24/2008
71	ISSUED FOR PERMIT	07/24/2008
72	ISSUED FOR PERMIT	07/24/2008
73	ISSUED FOR PERMIT	07/24/2008
74	ISSUED FOR PERMIT	07/24/2008
75	ISSUED FOR PERMIT	07/24/2008
76	ISSUED FOR PERMIT	07/24/2008
77	ISSUED FOR PERMIT	07/24/2008
78	ISSUED FOR PERMIT	07/24/2008
79	ISSUED FOR PERMIT	07/24/2008
80	ISSUED FOR PERMIT	07/24/2008
81	ISSUED FOR PERMIT	07/24/2008
82	ISSUED FOR PERMIT	07/24/2008
83	ISSUED FOR PERMIT	07/24/2008
84	ISSUED FOR PERMIT	07/24/2008
85	ISSUED FOR PERMIT	07/24/2008
86	ISSUED FOR PERMIT	07/24/2008
87	ISSUED FOR PERMIT	07/24/2008
88	ISSUED FOR PERMIT	07/24/2008
89	ISSUED FOR PERMIT	07/24/2008
90	ISSUED FOR PERMIT	07/24/2008
91	ISSUED FOR PERMIT	07/24/2008
92	ISSUED FOR PERMIT	07/24/2008
93	ISSUED FOR PERMIT	07/24/2008
94	ISSUED FOR PERMIT	07/24/2008
95	ISSUED FOR PERMIT	07/24/2008
96	ISSUED FOR PERMIT	07/24/2008
97	ISSUED FOR PERMIT	07/24/2008
98	ISSUED FOR PERMIT	07/24/2008
99	ISSUED FOR PERMIT	07/24/2008
100	ISSUED FOR PERMIT	07/24/2008

LANSING MELBOURNE GROUP

MARKET STREET LOFTS

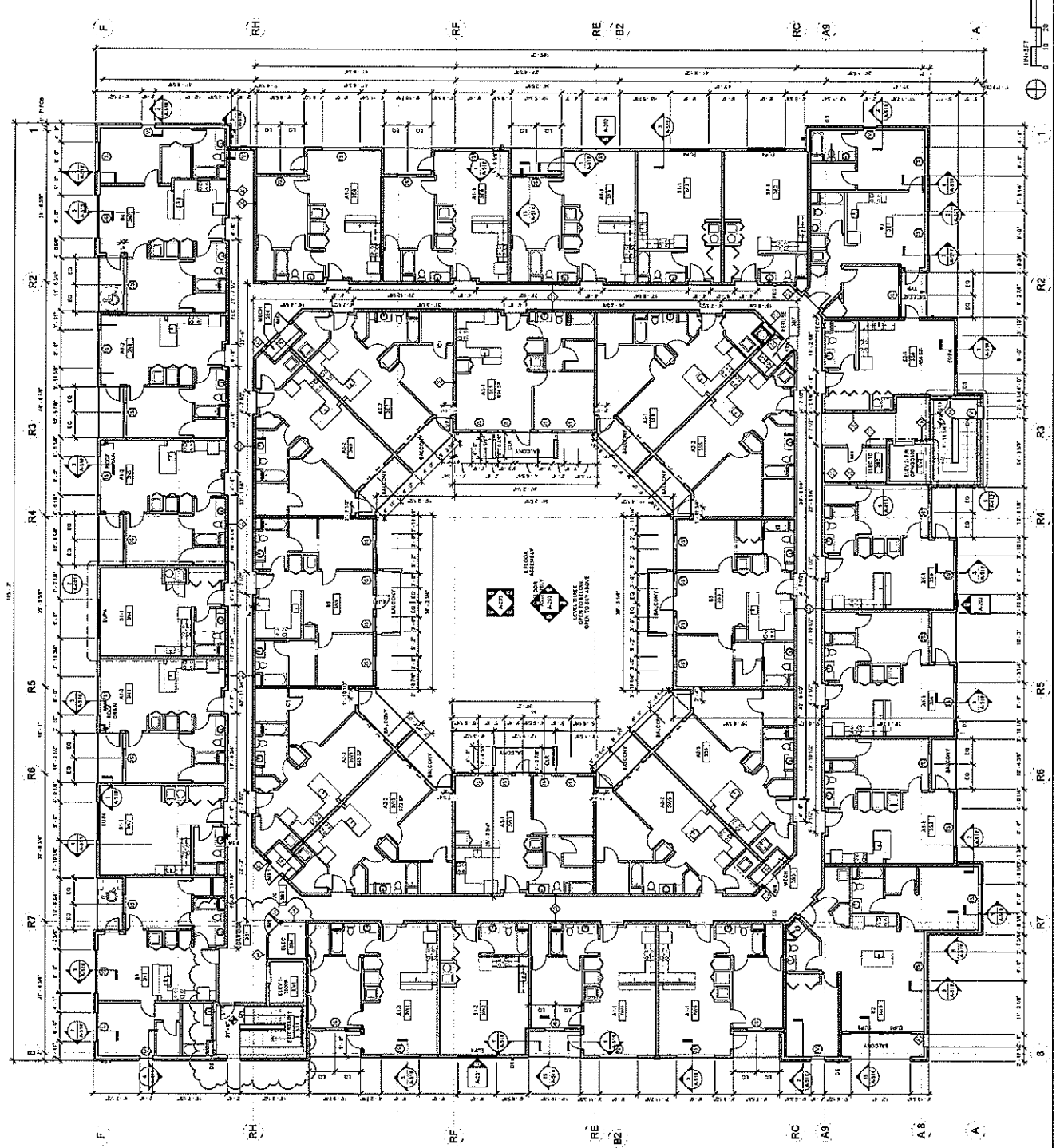
**FLOOR PLAN LEVEL 3
(TYPICAL FOR 4, 5 & 6)**

Project No: 10328
 Date: 02/22/2012
A-103

UNLASED UNIT PLANS

SHEET REFERENCE

MARKET STREET LOFTS	SHEET
401	10328
402	10328
403	10328
404	10328
405	10328
406	10328
407	10328
408	10328
409	10328
410	10328
411	10328
412	10328
413	10328
414	10328
415	10328
416	10328
417	10328
418	10328
419	10328
420	10328
421	10328
422	10328
423	10328
424	10328
425	10328
426	10328
427	10328
428	10328
429	10328
430	10328
431	10328
432	10328
433	10328
434	10328
435	10328
436	10328
437	10328
438	10328
439	10328
440	10328
441	10328
442	10328
443	10328
444	10328
445	10328
446	10328
447	10328
448	10328
449	10328
450	10328





Civil Engineering & Landscape Arch. by
1011 N. TROVON STREET SUITE 1400
CHICAGO, IL 60610
TEL. 773.335.7932

Structural Consulting by
MOHAMMAD ALIWA
2021 VISTA PARKWAY SUITE 401
CHICAGO, IL 60611
TEL. 773.335.7932

Manufactured, Engineered, Planned, & Fire Protected by
CHENIERE BROS
1111 N. TROVON STREET SUITE
CHICAGO, IL 60610
TEL. 773.335.7932

B U I L T F O R M

Revision Number	Revision Description	Revision Date
1	REVISED PER IFC	02/20/20
2	ISSUED FOR PERM	02/20/20
3	ISSUED FOR PERM	02/20/20
4	ISSUED FOR PERM	02/20/20
5	ISSUED FOR PERM	02/20/20
6	ISSUED FOR PERM	02/20/20
7	ISSUED FOR PERM	02/20/20
8	ISSUED FOR PERM	02/20/20
9	ISSUED FOR PERM	02/20/20
10	ISSUED FOR PERM	02/20/20
11	ISSUED FOR PERM	02/20/20
12	ISSUED FOR PERM	02/20/20
13	ISSUED FOR PERM	02/20/20
14	ISSUED FOR PERM	02/20/20
15	ISSUED FOR PERM	02/20/20
16	ISSUED FOR PERM	02/20/20
17	ISSUED FOR PERM	02/20/20
18	ISSUED FOR PERM	02/20/20
19	ISSUED FOR PERM	02/20/20
20	ISSUED FOR PERM	02/20/20
21	ISSUED FOR PERM	02/20/20
22	ISSUED FOR PERM	02/20/20
23	ISSUED FOR PERM	02/20/20
24	ISSUED FOR PERM	02/20/20
25	ISSUED FOR PERM	02/20/20
26	ISSUED FOR PERM	02/20/20
27	ISSUED FOR PERM	02/20/20
28	ISSUED FOR PERM	02/20/20
29	ISSUED FOR PERM	02/20/20
30	ISSUED FOR PERM	02/20/20
31	ISSUED FOR PERM	02/20/20
32	ISSUED FOR PERM	02/20/20
33	ISSUED FOR PERM	02/20/20
34	ISSUED FOR PERM	02/20/20
35	ISSUED FOR PERM	02/20/20
36	ISSUED FOR PERM	02/20/20
37	ISSUED FOR PERM	02/20/20
38	ISSUED FOR PERM	02/20/20
39	ISSUED FOR PERM	02/20/20
40	ISSUED FOR PERM	02/20/20
41	ISSUED FOR PERM	02/20/20
42	ISSUED FOR PERM	02/20/20
43	ISSUED FOR PERM	02/20/20
44	ISSUED FOR PERM	02/20/20
45	ISSUED FOR PERM	02/20/20
46	ISSUED FOR PERM	02/20/20
47	ISSUED FOR PERM	02/20/20
48	ISSUED FOR PERM	02/20/20
49	ISSUED FOR PERM	02/20/20
50	ISSUED FOR PERM	02/20/20
51	ISSUED FOR PERM	02/20/20
52	ISSUED FOR PERM	02/20/20
53	ISSUED FOR PERM	02/20/20
54	ISSUED FOR PERM	02/20/20
55	ISSUED FOR PERM	02/20/20
56	ISSUED FOR PERM	02/20/20
57	ISSUED FOR PERM	02/20/20
58	ISSUED FOR PERM	02/20/20
59	ISSUED FOR PERM	02/20/20
60	ISSUED FOR PERM	02/20/20
61	ISSUED FOR PERM	02/20/20
62	ISSUED FOR PERM	02/20/20
63	ISSUED FOR PERM	02/20/20
64	ISSUED FOR PERM	02/20/20
65	ISSUED FOR PERM	02/20/20
66	ISSUED FOR PERM	02/20/20
67	ISSUED FOR PERM	02/20/20
68	ISSUED FOR PERM	02/20/20
69	ISSUED FOR PERM	02/20/20
70	ISSUED FOR PERM	02/20/20
71	ISSUED FOR PERM	02/20/20
72	ISSUED FOR PERM	02/20/20
73	ISSUED FOR PERM	02/20/20
74	ISSUED FOR PERM	02/20/20
75	ISSUED FOR PERM	02/20/20
76	ISSUED FOR PERM	02/20/20
77	ISSUED FOR PERM	02/20/20
78	ISSUED FOR PERM	02/20/20
79	ISSUED FOR PERM	02/20/20
80	ISSUED FOR PERM	02/20/20
81	ISSUED FOR PERM	02/20/20
82	ISSUED FOR PERM	02/20/20
83	ISSUED FOR PERM	02/20/20
84	ISSUED FOR PERM	02/20/20
85	ISSUED FOR PERM	02/20/20
86	ISSUED FOR PERM	02/20/20
87	ISSUED FOR PERM	02/20/20
88	ISSUED FOR PERM	02/20/20
89	ISSUED FOR PERM	02/20/20
90	ISSUED FOR PERM	02/20/20
91	ISSUED FOR PERM	02/20/20
92	ISSUED FOR PERM	02/20/20
93	ISSUED FOR PERM	02/20/20
94	ISSUED FOR PERM	02/20/20
95	ISSUED FOR PERM	02/20/20
96	ISSUED FOR PERM	02/20/20
97	ISSUED FOR PERM	02/20/20
98	ISSUED FOR PERM	02/20/20
99	ISSUED FOR PERM	02/20/20
100	ISSUED FOR PERM	02/20/20

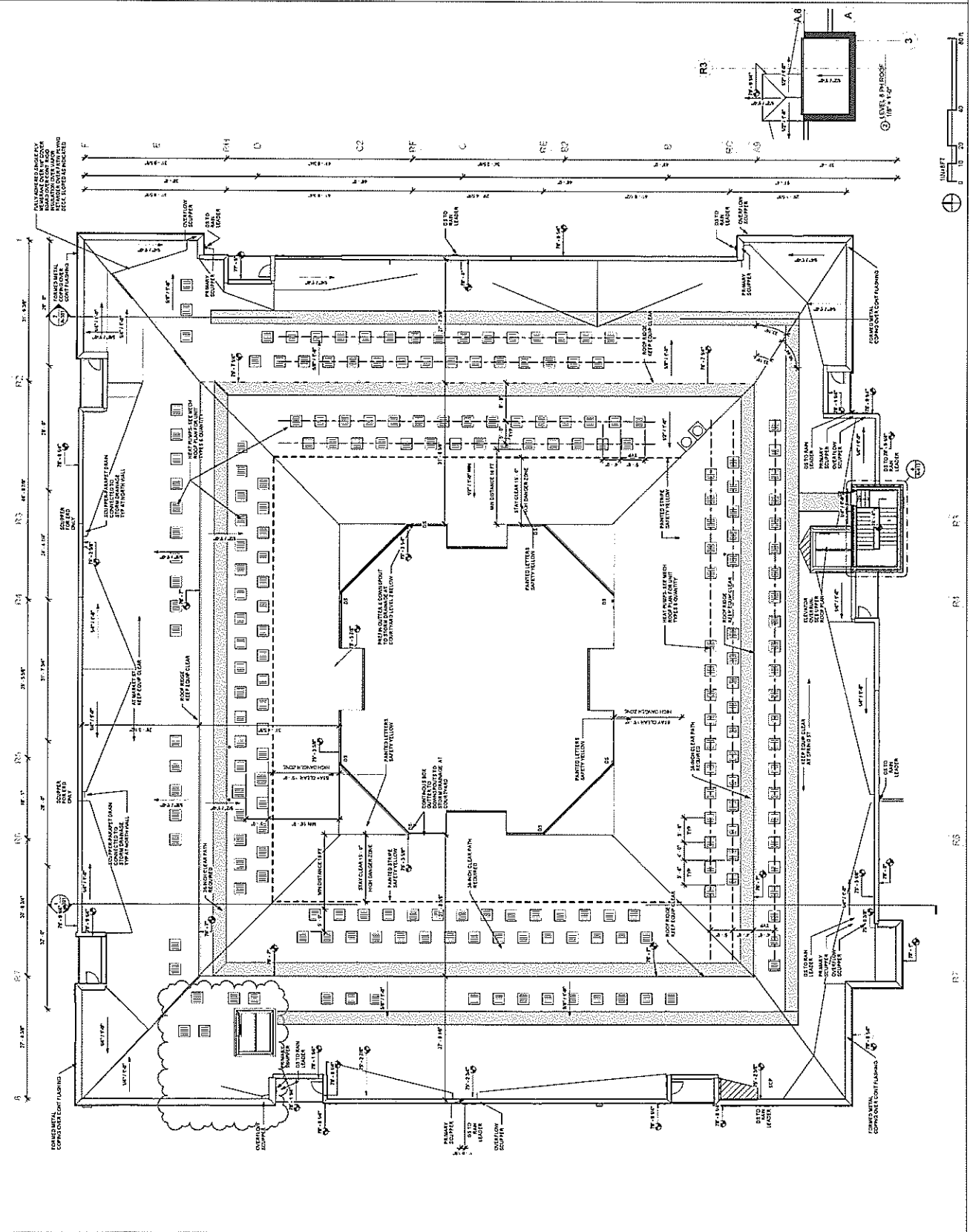
LANSING MELBOURNE GROUP

MARKET STREET LOFTS

ROOF PLAN LEVEL 7

Project No: 19328
Date: 02/20/2020

A-107





VIEW FROM MARKET STREET

PROJECT DESIGN TEAM:
B U I L T F O R M
A R C H I T E C T U R E
ARCHITECT BUILT FORM LLC 1000 1st Street, Suite 100 Chicago, Illinois 60610
PLANNING CONSULTANT
CIVIL ENGINEER / LANDSCAPE ARCHITECT
STRUCTURAL ENGINEER
M.E.P. ENGINEER
GENERAL CONTRACTOR



PROJECT:
UNION STREET STATION

SEAL:

ISSUED FOR: CONCEPT DESIGN
DATE: - 8.10.20

REVISIONS	DATE	REMARKS

SHEET TITLE:
CONCEPT RENDERINGS

DATE:
SCALE:
DRAWN BY:
CHECKED BY:
JOB NO.:

SHEET NO.:

A-211

PROJECT DESIGN TEAM: B U I L T F O R M A R C H I T E C T S P L L C	
ARCHITECT: MATT DONALD	CIVIL ENGINEER / LANDSCAPE ARCHITECT
PLANNING CONSULTANT	STRUCTURAL ENGINEER
ME/EA ENGINEER	GENERAL CONTRACTOR
OWNER: LMS Lombard Music Services	PROJECT: UNION STREET STATION
SEAL:	ISSUED FOR: CONCEPT DESIGN DATE: 8.10.20
REVISIONS: NO. DATE REMARKS	SHEET TITLE: SITE PLAN
DATE: SCALE: DRAWN BY: JOB NO.:	SHEET NO.:

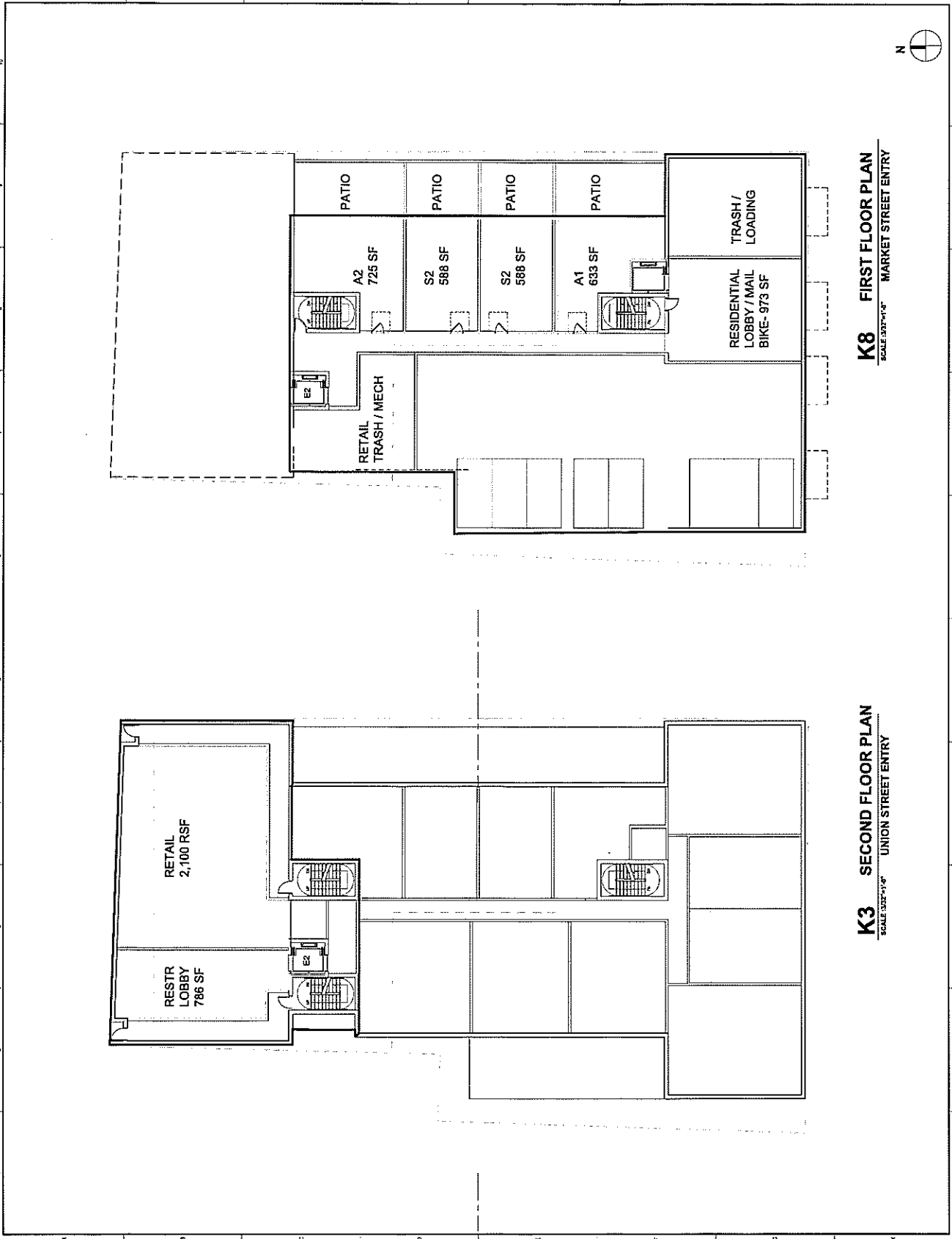


K8 SITE PLAN
SCALE: 1/16"=1'-0"

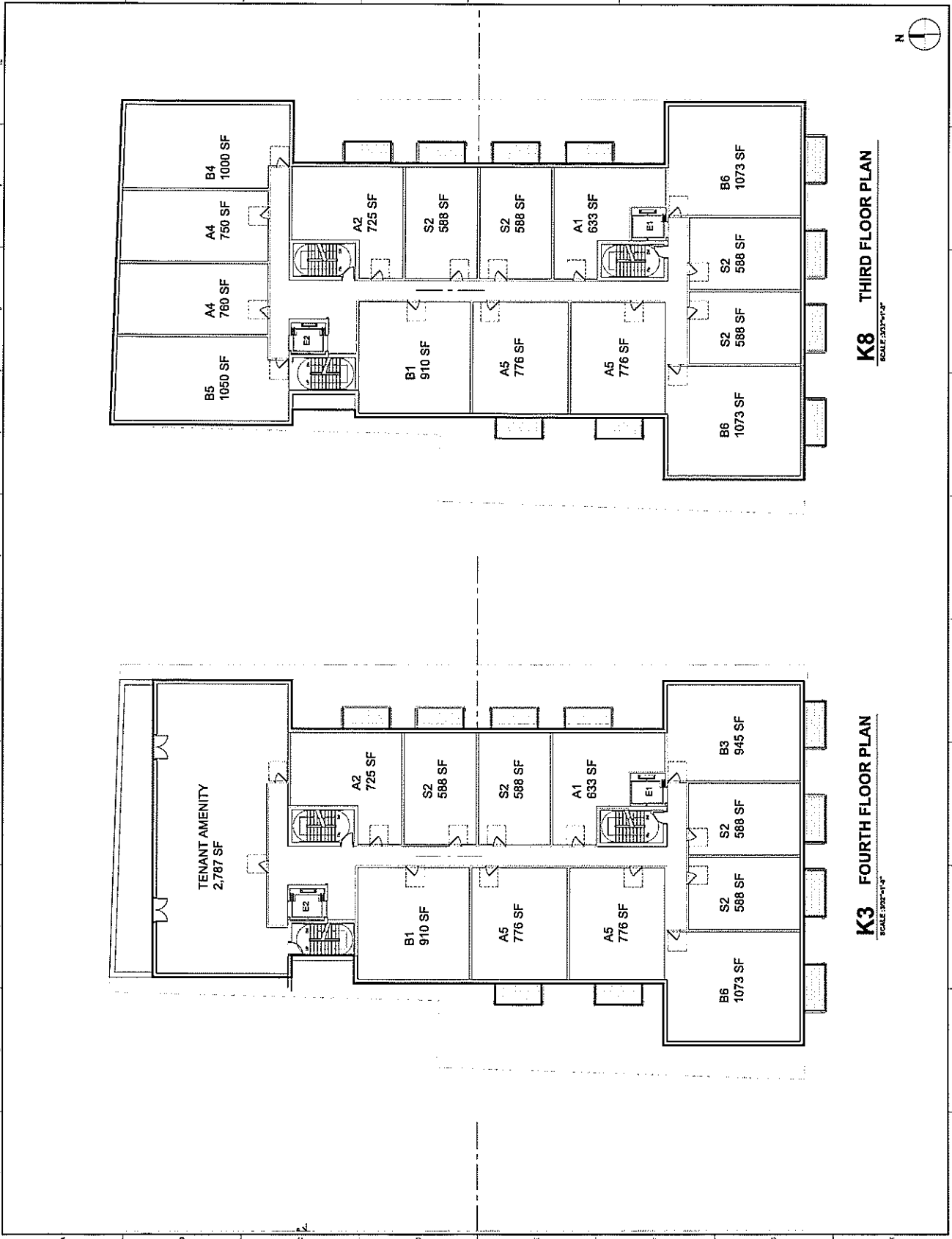


A-100

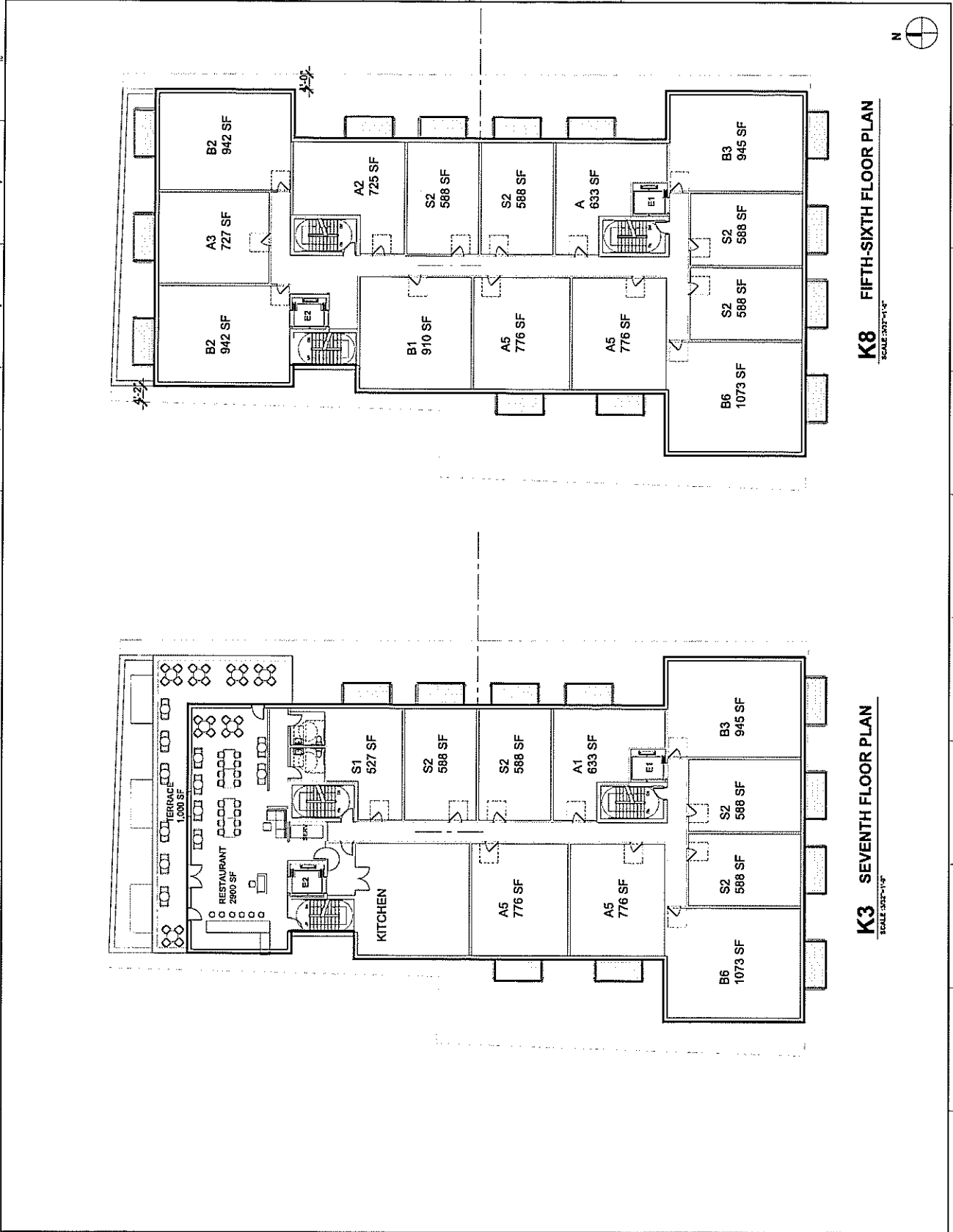
PROJECT DESIGN TEAM	
B U I L T F O R M	
OWNER:	UNION STREET STATION
ARCHITECT:	BLANK
PLANNING CONSULTANT:	BLANK
CIVIL ENGINEER / LANDSCAPE ARCHITECT:	BLANK
STRUCTURAL ENGINEER:	BLANK
M.E.P. ENGINEER:	BLANK
GENERAL CONTRACTOR:	BLANK
OWNER:	LMS
PROJECT:	UNION STREET STATION
SEAL:	BLANK
ISSUED FOR:	CONCEPT DESIGN
DATE:	8.10.20
REVISIONS:	NO. DATE REVISIONS
SHEET TITLE: FLOOR PLANS	
DATE:	BLANK
DRAWN BY:	BLANK
CHECKED BY:	BLANK
JOB NO.:	BLANK
SHEET NO.:	A-101



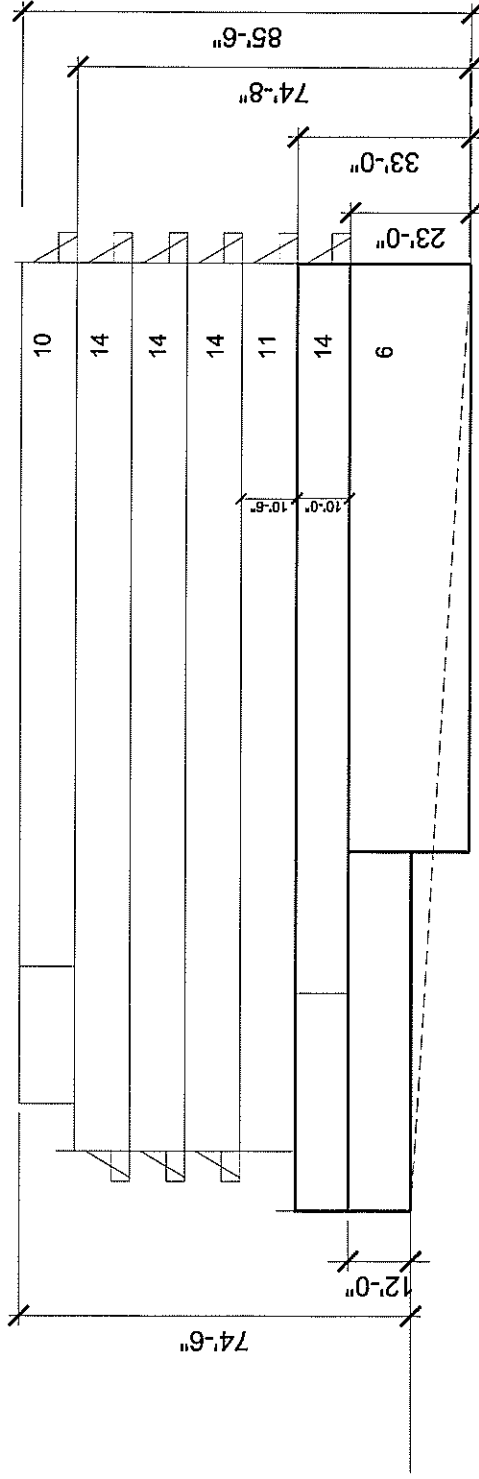
PROJECT DESIGN TEAM:	
B U I L T F O R M	
ARCHITECT:	PLANNING CONSULTANT:
CIVIL ENGINEER/LANDSCAPE ARCHITECT:	STRUCTURAL ENGINEER:
M.E.P. ENGINEER:	GENERAL CONTRACTOR:
OWNER:	LMS
PROJECT: UNION STREET STATION	
SEAL:	
ISSUED FOR: CONCEPT DESIGN	
DATE: 8.10.20	REVISIONS:
NO.	DATE
REMARKS:	
SHEET TITLE: FLOOR PLANS	
DATE:	
SCALE:	
DRAWN BY:	
CHECKED BY:	
JOB NO.:	
SHEET NO.: A-102	



PROJECT DESIGN TEAM:		
B U I L T F O R M		
ARCHITECT		
PLANNING CONSULTANT		
CIVIL ENGINEER		
STRUCTURAL ENGINEER		
M.E.P. ENGINEER		
GENERAL CONTRACTOR		
OWNER:	LMS	
PROJECT:	UNION STREET STATION	
SCALE:		
ISSUED FOR:	CONCEPT DESIGN	
DATE:	8.11.12	
REVISIONS:		
NO.	DATE	REMARKS
SHEET TITLE:		
FLOOR PLANS		
DATE:		
SCALE:		
DRAWN BY:		
CHECKED BY:		
JOB NO.:		
SHEET NO.:	A-103	



PROJECT DESIGN TEAM	
B U I L T F O R M	
ARCHITECT: B. H. H. ARCHITECTS, P.C.	
PLANNING CONSULTANT: B. H. H. ARCHITECTS, P.C.	
ENV. ENGINEER / LANDSCAPE ARCHITECT: B. H. H. ARCHITECTS, P.C.	
STRUCTURAL ENGINEER: B. H. H. ARCHITECTS, P.C.	
ME/P ENGINEER: B. H. H. ARCHITECTS, P.C.	
GENERAL CONTRACTOR: B. H. H. ARCHITECTS, P.C.	
OWNER:	LMG
PROJECT:	UNION STREET STATION
SCALE:	
ISSUED FOR: CONCEPT DESIGN	DATE: 8.10.20
REVISIONS:	REMARKS:
NO.	DATE
SHEET TITLE:	ELEVATIONS
DATE:	SCALE:
DRAWN BY:	CHECKED BY:
JOB NO.:	
SHEET NO.:	A-201




K8 SECTION DIAGRAM
SCALE: 3/32"=1'-0"



VIEW FROM SPRING AND BARBRICK STREETS

Novi Flats Draft Schematic Drawings - Part 3 - Barbrick Ave.

PROJECT DESIGN TEAM:
B U I L T F O R M ARCHITECTURE 1000 W. WASHINGTON ST. ANN ARBOR, MI 48106 PH: 734.761.1000 WWW.BUILTFORMARCHITECTS.COM
PLANNING CONSULTANT:
CIVIL ENGINEER / LANDSCAPE ARCHITECT:
STRUCTURAL ENGINEER:
M.E.P. ENGINEER:
GENERAL CONTRACTOR:

OWNER:

 LMS
 LANDSCAPE MANAGEMENT SYSTEMS
 1000 W. WASHINGTON ST.
 ANN ARBOR, MI 48106
 PH: 734.761.1000
 WWW.LMSARCHITECTS.COM

PROJECT:
BARBRICK STREET FLATS

SEAL:

ISSUED FOR: CONCEPT DESIGN
DATE: 8.10.20

REVISIONS:	NO.	DATE	REMARKS

SHEET TITLE:
CONCEPT RENDERINGS

DATE: _____
SCALE: _____
DRAWN BY: _____
CHECKED BY: _____
JOB NO.: _____

SHEET NO.:
A-210

PROJECT DESIGN TEAM:
BUILT FORM ARCHITECTURE 10000 10000 10000
PLANNING CONSULTANT
CIVIL ENGINEER / LANDSCAPE ARCHITECT
STRUCTURAL ENGINEER
M.E.P. ENGINEER
GENERAL CONTRACTOR



PROJECT:
BARBRICK STREET FLATS

SEAL:

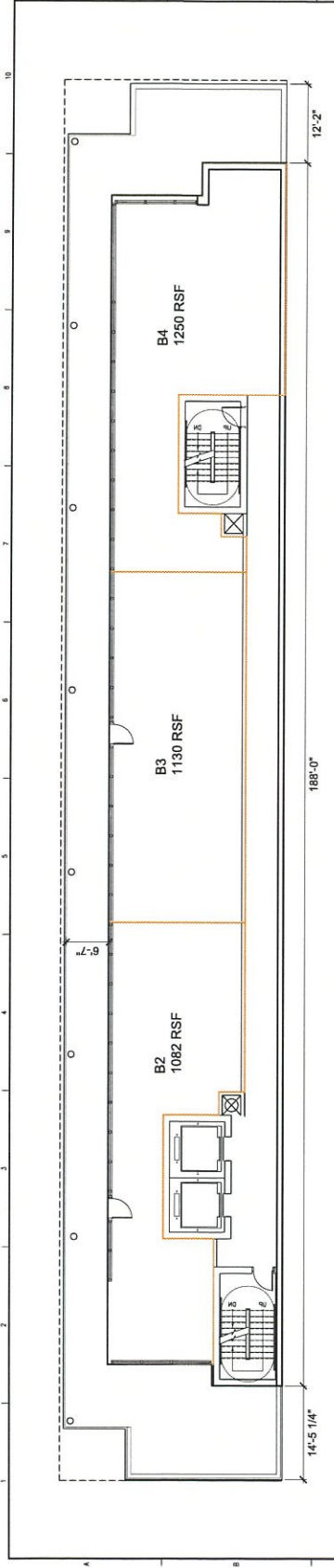
ISSUED FOR: CONCEPT DESIGN
DATE: 8.10.20

REVISIONS:
No. DATE REVISIONS

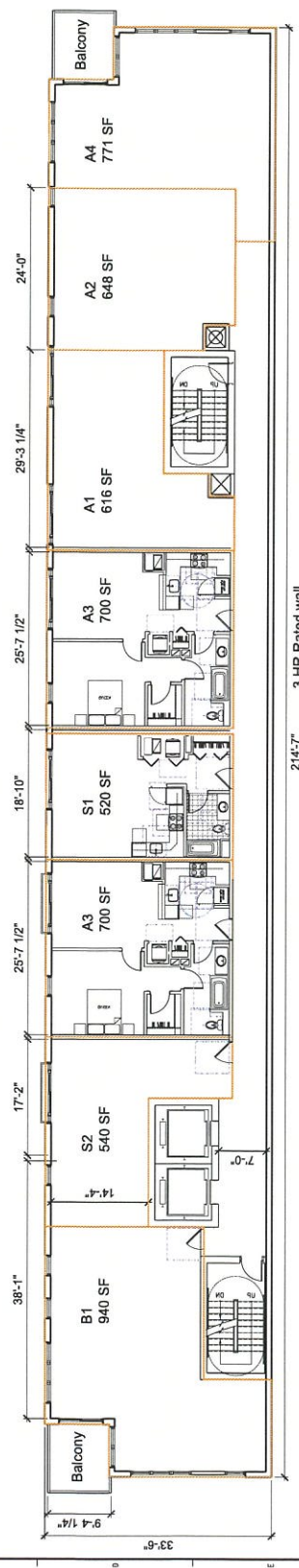
SHEET TITLE:
FLOOR PLANS

DATE:
SCALE:
DRAWN BY:
CHECKED BY:
JOB NO.:

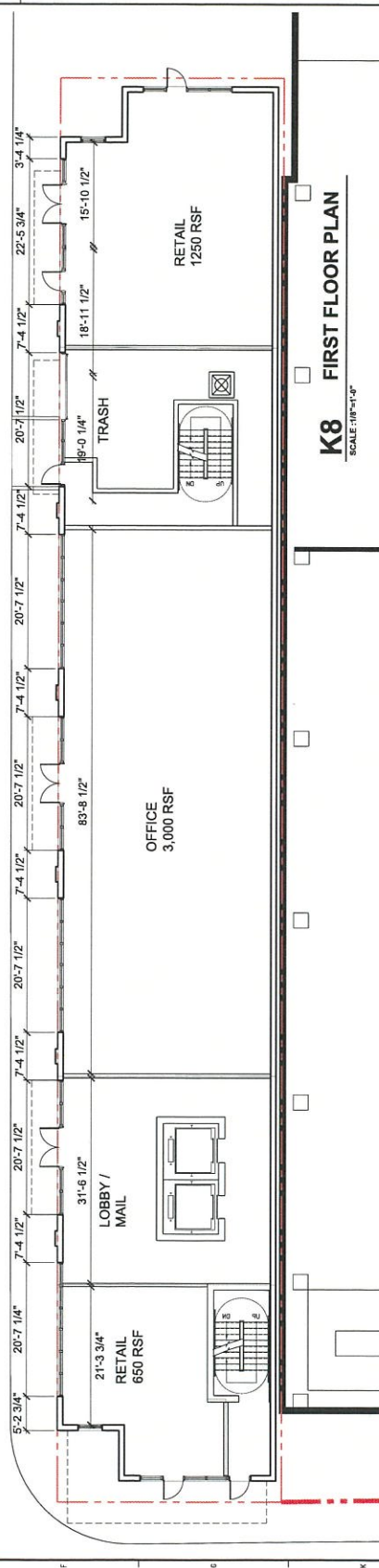
SHEET NO.:
A-101



B8 7TH FLOOR PLAN
SCALE: 1/8"=1'-0"



D8 FLOOR PLAN 2-6
SCALE: 1/8"=1'-0"



K8 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

PROJECT DESIGN TEAM:
B U I L T F O R M
 ARCHITECTS
 1000 BROADWAY
 10TH FLOOR
 NEW YORK, NY 10003
 PLANNING CONSULTANT
 CIVIL ENGINEER / LANDSCAPE ARCHITECT
 STRUCTURAL ENGINEER
 ME/P ENGINEER
 GENERAL CONTRACTOR

OWNER:
LMS
 PROJECT:
BARBRICK STREET FLATS

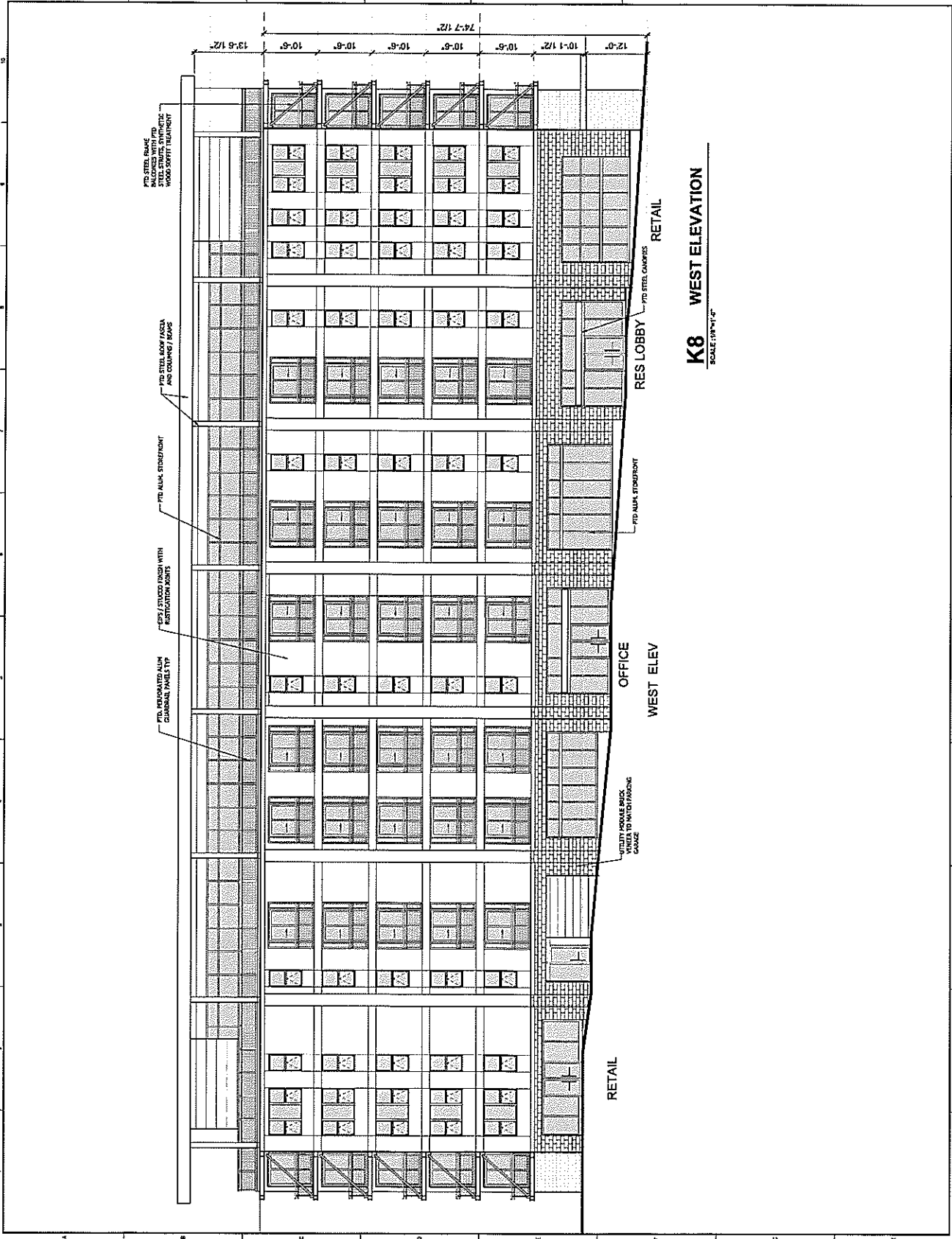
ISSUED FOR: CONSENT DESIGN
 DATE: 4/10/20
 REVISIONS:
 NO. DATE REMARKS

SHEET TITLE:
ELEVATIONS

DATE:
 SCALE:
 DRAWN BY:
 CHECKED BY:
 JOB NO.:

SHEET NO.:

A-200



K8 WEST ELEVATION
 SCALE: 1/8"=1'-0"

PROJECT DESIGN TEAM	
B U I L T F O R M	OWNER: LMS
ARCHITECT: ANTONIO M. ...	PROJECT: BARBRICK STREET FLATS
PLANNING CONSULTANT:	SEAL:
CIVIL ENGINEER / LANDSCAPE ARCHITECT:	ISSUED FOR: CONCEPT DESIGN
STRUCTURAL ENGINEER:	DATE: 6/10/20
META ENGINEER:	REVISIONS:
GENERAL CONTRACTOR:	NO. DATE REMARKS
	SHEET TITLE: ELEVATIONS
DATE:	SHEET NO.: A-202
SCALE:	
DRAWN BY:	
CHECKED BY:	
JOB NO.:	

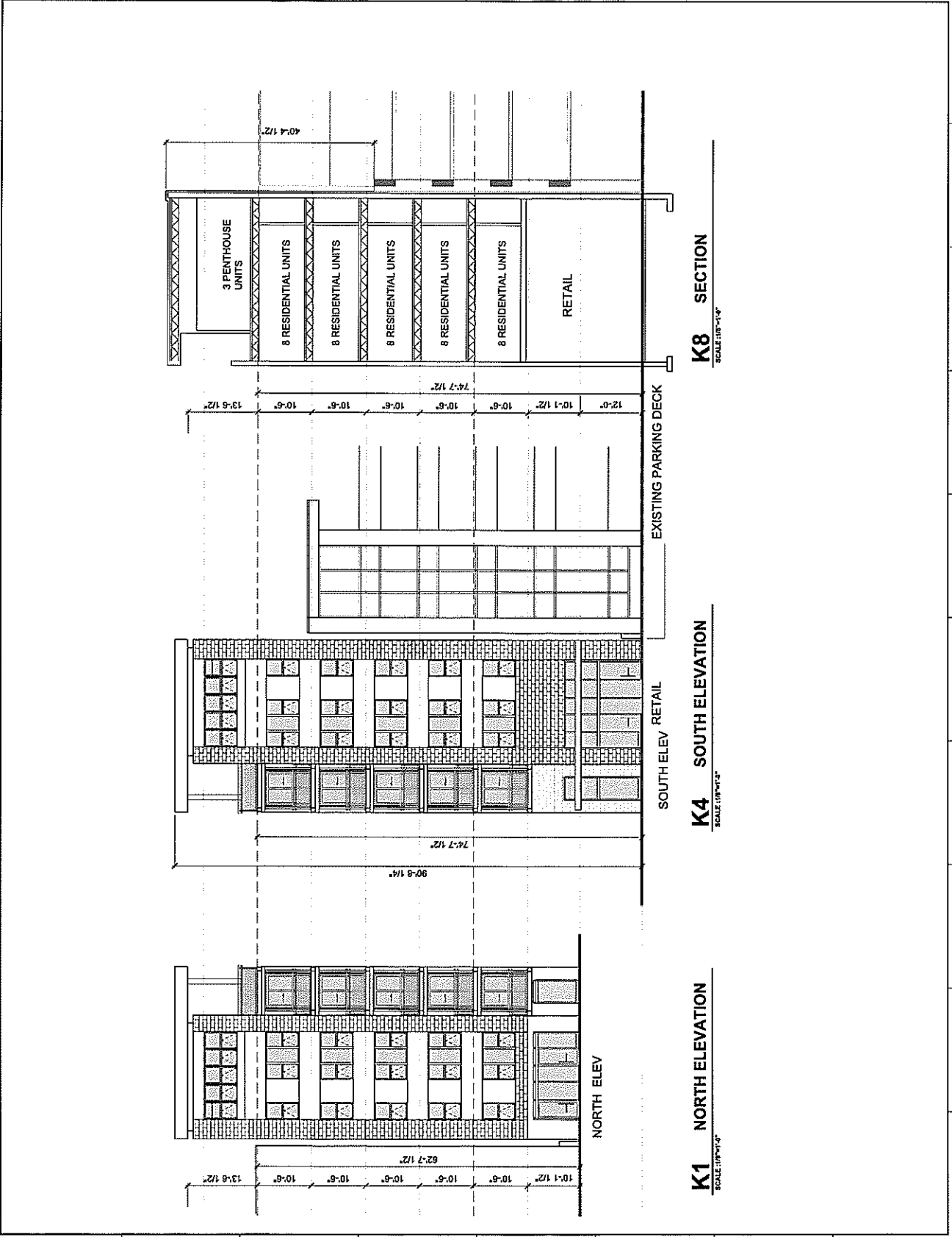


EXHIBIT "G"

PARKING GARAGE AND INFRASTRUCTURE PLANS



City Engineers & Landscapers Act No. 11
STEWART, Inc.
 1000 UNIVERSITY DRIVE, SUITE 1100
 DALLAS, TEXAS 75201
 TEL: (214) 343-8200

Structural Engineers by
 STATE OF TEXAS, LICENSE NO. 4411
 1000 UNIVERSITY DRIVE, SUITE 1100
 WEST PALM BEACH, FL 33411
 TEL: (561) 221-1900

Mechanical, Electrical, Plumbing, & Fire Protection by
 STATE OF TEXAS, LICENSE NO. 14925
 1400 S. JAMES DRIVE, SUITE 300
 FORT WORTH, TEXAS 76104
 TEL: (817) 339-8200

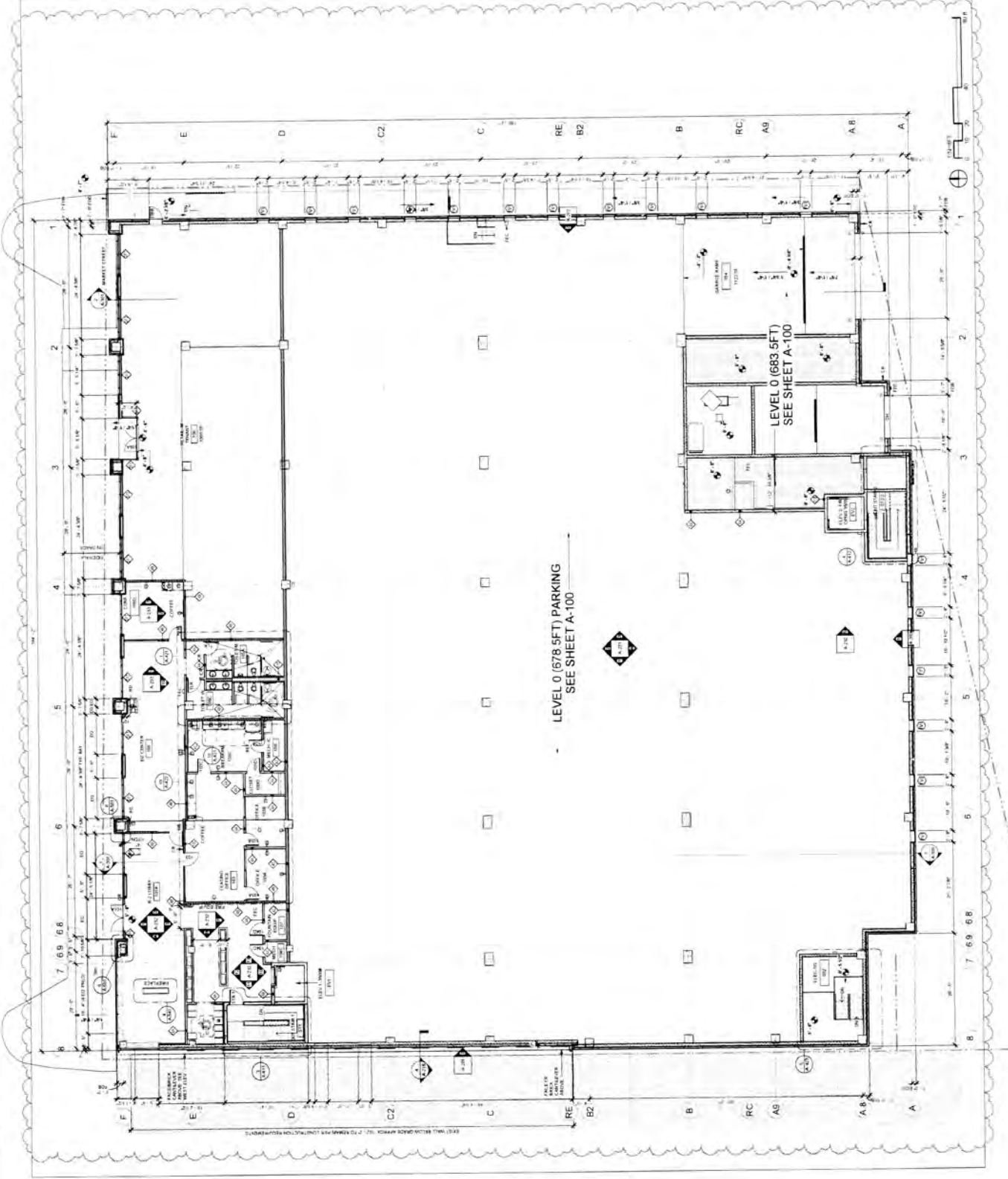
BUILT FORM

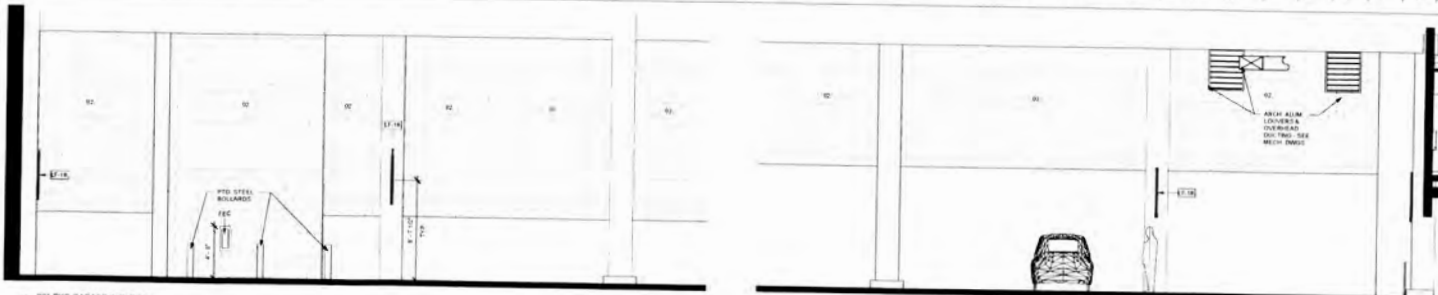
Revision Number	Revision Description	Revision Date
1	ISSUED PERMIT	08-25-2018
2	ISSUED FOR PERMIT	10-26-2018
3	ISSUED FOR PERMIT	11-29-2018
4	ISSUED FOR PERMIT	02-25-2019
5	ISSUED FOR PERMIT	03-25-2019
6	ISSUED FOR PERMIT	05-25-2019
7	ISSUED FOR PERMIT	07-25-2019
8	ISSUED FOR PERMIT	09-25-2019
9	ISSUED FOR PERMIT	11-25-2019
10	ISSUED FOR PERMIT	01-25-2020
11	ISSUED FOR PERMIT	03-25-2020
12	ISSUED FOR PERMIT	05-25-2020
13	ISSUED FOR PERMIT	07-25-2020
14	ISSUED FOR PERMIT	09-25-2020
15	ISSUED FOR PERMIT	11-25-2020
16	ISSUED FOR PERMIT	01-25-2021
17	ISSUED FOR PERMIT	03-25-2021
18	ISSUED FOR PERMIT	05-25-2021
19	ISSUED FOR PERMIT	07-25-2021
20	ISSUED FOR PERMIT	09-25-2021
21	ISSUED FOR PERMIT	11-25-2021
22	ISSUED FOR PERMIT	01-25-2022
23	ISSUED FOR PERMIT	03-25-2022
24	ISSUED FOR PERMIT	05-25-2022
25	ISSUED FOR PERMIT	07-25-2022
26	ISSUED FOR PERMIT	09-25-2022
27	ISSUED FOR PERMIT	11-25-2022
28	ISSUED FOR PERMIT	01-25-2023
29	ISSUED FOR PERMIT	03-25-2023
30	ISSUED FOR PERMIT	05-25-2023
31	ISSUED FOR PERMIT	07-25-2023
32	ISSUED FOR PERMIT	09-25-2023
33	ISSUED FOR PERMIT	11-25-2023
34	ISSUED FOR PERMIT	01-25-2024
35	ISSUED FOR PERMIT	03-25-2024
36	ISSUED FOR PERMIT	05-25-2024
37	ISSUED FOR PERMIT	07-25-2024
38	ISSUED FOR PERMIT	09-25-2024
39	ISSUED FOR PERMIT	11-25-2024
40	ISSUED FOR PERMIT	01-25-2025
41	ISSUED FOR PERMIT	03-25-2025
42	ISSUED FOR PERMIT	05-25-2025
43	ISSUED FOR PERMIT	07-25-2025
44	ISSUED FOR PERMIT	09-25-2025
45	ISSUED FOR PERMIT	11-25-2025
46	ISSUED FOR PERMIT	01-25-2026
47	ISSUED FOR PERMIT	03-25-2026
48	ISSUED FOR PERMIT	05-25-2026
49	ISSUED FOR PERMIT	07-25-2026
50	ISSUED FOR PERMIT	09-25-2026
51	ISSUED FOR PERMIT	11-25-2026
52	ISSUED FOR PERMIT	01-25-2027
53	ISSUED FOR PERMIT	03-25-2027
54	ISSUED FOR PERMIT	05-25-2027
55	ISSUED FOR PERMIT	07-25-2027
56	ISSUED FOR PERMIT	09-25-2027
57	ISSUED FOR PERMIT	11-25-2027
58	ISSUED FOR PERMIT	01-25-2028
59	ISSUED FOR PERMIT	03-25-2028
60	ISSUED FOR PERMIT	05-25-2028
61	ISSUED FOR PERMIT	07-25-2028
62	ISSUED FOR PERMIT	09-25-2028
63	ISSUED FOR PERMIT	11-25-2028
64	ISSUED FOR PERMIT	01-25-2029
65	ISSUED FOR PERMIT	03-25-2029
66	ISSUED FOR PERMIT	05-25-2029
67	ISSUED FOR PERMIT	07-25-2029
68	ISSUED FOR PERMIT	09-25-2029
69	ISSUED FOR PERMIT	11-25-2029
70	ISSUED FOR PERMIT	01-25-2030
71	ISSUED FOR PERMIT	03-25-2030
72	ISSUED FOR PERMIT	05-25-2030
73	ISSUED FOR PERMIT	07-25-2030
74	ISSUED FOR PERMIT	09-25-2030
75	ISSUED FOR PERMIT	11-25-2030
76	ISSUED FOR PERMIT	01-25-2031
77	ISSUED FOR PERMIT	03-25-2031
78	ISSUED FOR PERMIT	05-25-2031
79	ISSUED FOR PERMIT	07-25-2031
80	ISSUED FOR PERMIT	09-25-2031
81	ISSUED FOR PERMIT	11-25-2031
82	ISSUED FOR PERMIT	01-25-2032
83	ISSUED FOR PERMIT	03-25-2032
84	ISSUED FOR PERMIT	05-25-2032
85	ISSUED FOR PERMIT	07-25-2032
86	ISSUED FOR PERMIT	09-25-2032
87	ISSUED FOR PERMIT	11-25-2032
88	ISSUED FOR PERMIT	01-25-2033
89	ISSUED FOR PERMIT	03-25-2033
90	ISSUED FOR PERMIT	05-25-2033
91	ISSUED FOR PERMIT	07-25-2033
92	ISSUED FOR PERMIT	09-25-2033
93	ISSUED FOR PERMIT	11-25-2033
94	ISSUED FOR PERMIT	01-25-2034
95	ISSUED FOR PERMIT	03-25-2034
96	ISSUED FOR PERMIT	05-25-2034
97	ISSUED FOR PERMIT	07-25-2034
98	ISSUED FOR PERMIT	09-25-2034
99	ISSUED FOR PERMIT	11-25-2034
100	ISSUED FOR PERMIT	01-25-2035

LANSING MELBOURNE GROUP
MARKET STREET LOFTS

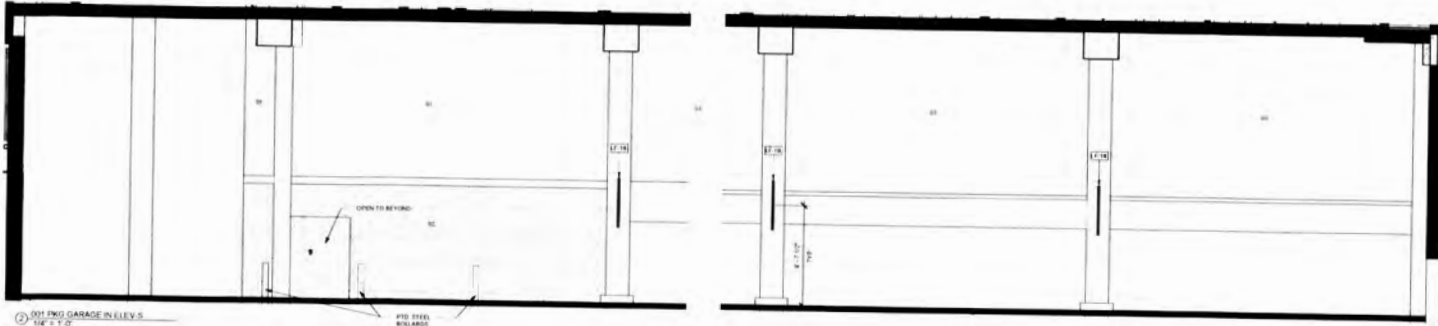
FLOOR PLAN LEVEL 1

A-101

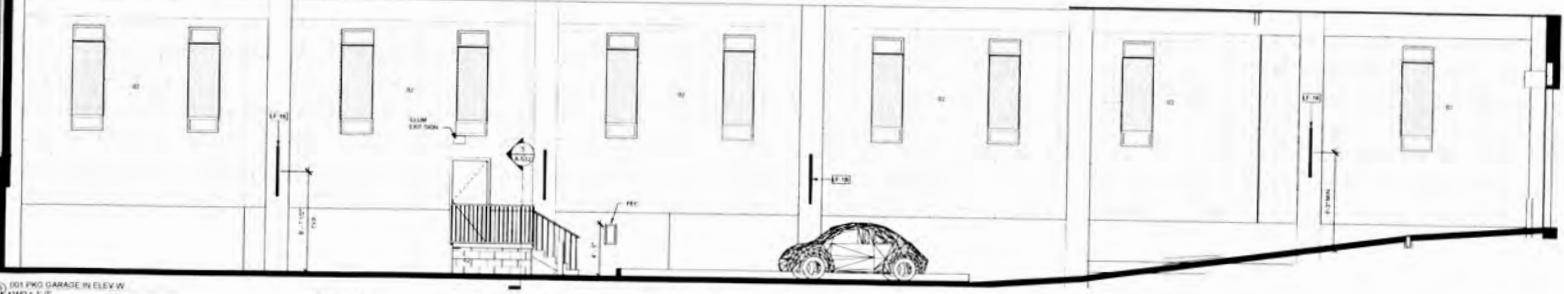




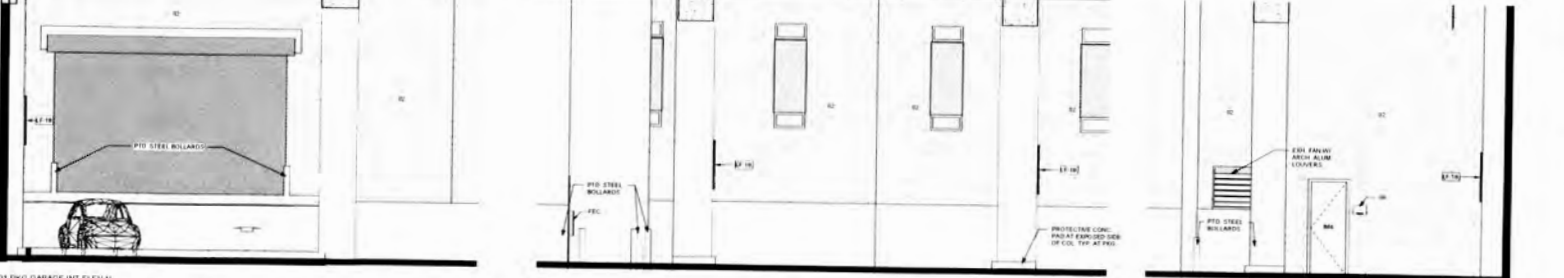
1) 001 PKG GARAGE IN ELEV E



2) 001 PKG GARAGE IN ELEV S



3) 001 PKG GARAGE IN ELEV W



4) 001 PKG GARAGE INT ELEV N

- INTERIOR ELEVATION KEYNOTES**
- 01 PNT CWP SEE ROOM FINISH SCHEDULE 1140
 - 02 PNT CMU SEE ROOM FINISH SCHEDULE 1140
 - 03 WALL BASE PER GENERAL
 - 04 POLYESTERALLY FINISHED CONCRETE COLUMN SEE SPEC
 - 05 STRUCTURAL WALL NUMBER SEE SPEC
 - 06 FINISH SEE FINISH SCHEDULE
 - 07 UNIL. ADHESIVE BOND FLOOR FINISH SEE A MEET A SPEC
 - 08 1/2\"/>
 - 09 PNT CONCRETE
 - 10 CORNER GUARD
 - 11 FINISHED END PANEL 1 1/2\"/>
 - 12 FINISHING COUNTERTOP SEE FINISH
 - 13 1/2\"/>
 - 14 UNDER CABINET PARTING
 - 15 NOT USED
 - 16 WALL BASES SEE SPEC
 - 17 FREE STANDING INCLASH JOISTING UNITS SEE SPEC
 - 18 SEE EQUIPMENT SUPPLIER'S SCHEDULE FOR MORE DETAILS
 - 19 TV SPEC
 - 20 NOT USED
 - 21 BELL HOOKS SEE ELEC. DRAWG
 - 22 FOR DESIGN OF LANDING AND TYPES SEE SHEET A-10
 - 23 FINISHES PER FINISHED CONCRETE SEE SPEC

LMS
LANSLING MELBOURNE

Concord
High Performance Living

Civil Engineering & Landscape Arch by
STEWART, Inc.
1017 N. SYMON STREET SUITE 1000
CHARLOTTE, NC 28202
TEL. 704 334 7900

Structural Engineering by
MCNAMARA-SALVIN
2054 VISTA PARKWAY SUITE 401
WEST PALM BEACH, FL 33411
TEL. 561 253 7884

Mechanical, Electrical, Plumbing & Fire Protection by
CM ENGINEERING
7401 S. LAMAR BLVD. SUITE 8
CHARLOTTE, NC 28273
TEL. 704 688 9120

REVISIONS		
Revision Number	Revision Description	Revision Date

LANSLING MELBOURNE GROUP

MARKET STREET LOFTS

**INTERIOR ELEVATIONS
001 PKG GARAGE**

Project No: 19328

Date: 06/06/2010

A-231

7/16/2020 4:52 PM



Civil Engineering by
STEWART INC. SITE 1430
 CHARLOTTE, NC 28202
 TEL: 704.534.7925

Structural Architecture by
STEWART INC.
 1100 SOUTH TRYON ST. STE. 1400
 CHARLOTTE, NC 28202
 TEL: 704.534.7925

Structural Engineering by
CH ENGINEERING
 3024 WILLOW HOLLOW DRIVE
 SUITE 401
 WILSON, NC 27157
 TEL: 919.252.1546

Mechanical, Electrical, Plumbing & Fire Protection by
CH ENGINEERING
 3024 WILLOW HOLLOW DRIVE
 SUITE 401
 WILSON, NC 27157
 TEL: 919.252.1546



BUILT FORM

1	ISSUED FOR PERMIT	07/25/2019
2	ISSUED FOR PERMIT	07/25/2019
3	ISSUED FOR PERMIT	07/25/2019
4	ISSUED FOR PERMIT	07/25/2019

LANSING MELBOURNE
 GROUP

MARKET STREET
 LOFTS

GRADING & STORM
 DRAINAGE PLAN

C5.00

GRAPHIC LEGEND

- PROPOSED GRADE SURFACE
- PROPOSED MAJOR LOT/TOUR
- EXISTING MAJOR CONTROL
- PROPOSED STORM DRAINAGE
- PROPOSED PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED SWAP PALET
- PROPOSED CONCRETE
- TRANSITION OF CURB
- TRANSITION OF WALL
- TRANSITION OF FLOOR
- TRANSITION OF RAMP
- TRANSITION OF BUMP
- FLOOR FINISH
- LIMIT OF DISTURBANCE

NOTE
 REFER TO SHEET C5.01 FOR
 GENERAL AND SPECIAL
 NOTES.

SCALE 1" = 10'

STORM DRAINAGE NETWORK

TYPE LINE:
 1. EXISTING MAJOR DRAINAGE
 2. PROPOSED MAJOR DRAINAGE
 3. EXISTING MINOR DRAINAGE
 4. PROPOSED MINOR DRAINAGE

NOTE:
 1. THIS PLAN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR PERMITTING.
 2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DISTANCES TO BE MAINTAINED TO THE CENTERLINE UNLESS OTHERWISE NOTED.

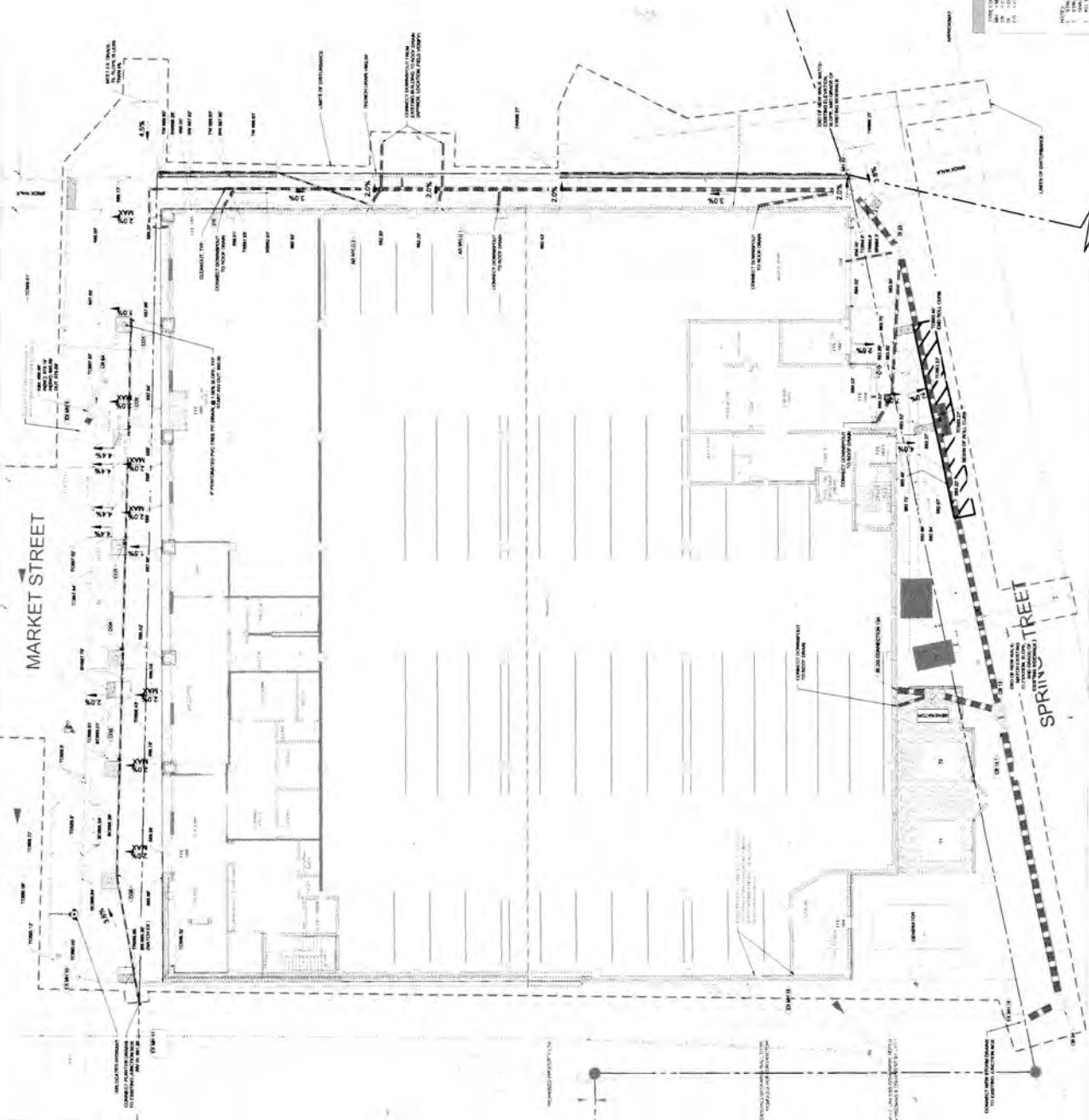


EXHIBIT “H”

CONSTRUCTION SCHEDULE

The construction schedule for the Catalyst Project is subject to a number of variables that are still to be determined. As a result, the following time frame represents Developer's current intent and best estimates. Developer will provide updates to the City as Developer clears various check-points.

Parcel 1, 30 Market St.

Construction Start: First Quarter, 2021

Construction Period: 18 months

Construction Completion: Third Quarter, 2022

Parcel 2, 26 Union St.

Construction Start: Third Quarter, 2021

Construction Period: 15 months

Construction Completion: Fourth Quarter, 2022

Parcel 3, Barbrick Ave.

Construction Start: Second Quarter, 2021

Construction Period: 12 months

Construction Completion: Second Quarter, 2022

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

BY AND BETWEEN

CONCORD MASTER VENTURE, LLC

AND

CITY OF CONCORD, NORTH CAROLINA

Effective Date: _____

Cabarrus County Parcel Identifier Numbers:

5620877591 (Parcel 1)

5620879184 (Parcel 2)

5620970377 (Parcel 3)



Cabarrus/Iredell/Rowan HOME Consortium

HOME Investment Partnerships Program Policies and Procedures Manual

Draft

Lead Entity:
City of Concord
35 Cabarrus Avenue West
Concord, NC 28025

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures Manual

TABLE OF CONTENTS

I. Introductionp. 3

II. Consortium Governance.....p. 5

III. General HOME Program Policies & Proceduresp. 7

IV. Overarching Program Regulations and Requirementsp. 11

V. Community Housing Development Organizations (CHDOs)p. 30

VI. Development of Homeownership Housingp. 37

VII. Development or Acquisition of Rental Housingp. 47

VIII. Tenant-Based Rental Assistance (TBRA)p. 55

IX. Appendix A: Glossaryp. 68

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

I. INTRODUCTION

The HOME Investment Partnerships Program

The HOME Investment Partnerships Program (HOME) (24 CFR Parts 91 and 92) provides formula grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities, which includes building, buying, and/or rehabilitation affordable housing for rent or homeownership or providing direct rental assistance to low-income individuals and families. It is the largest federal block grant to state and local governments that is designed exclusively to create affordable housing for low-income households.

The Cabarrus/Iredell/Rowan HOME Consortium Program

The HOME Program is designed to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing. The national objectives of the program are to:

- Provide decent, affordable housing for low-income households
- Develop the capacity of nonprofit housing agencies to address the housing needs of low-income households
- Provide funding for state and local governments to address low-income housing needs
- Leverage private sector participation

The Cabarrus/Iredell/Rowan HOME Consortium represents a unique HOME collaboration between three (3) counties in North Carolina: Cabarrus County, Iredell County, and Rowan County. The City of Concord is the Lead Entity for the HOME Consortium, which also includes the City of Kannapolis, the City of Salisbury, Cabarrus County, Iredell County, the City of Statesville, Rowan County, and the Town of Mooresville. The Consortium enjoys the size and strength that a regional approach provides while remaining flexible enough to meet local needs.

Purpose of Policies and Procedures

This Policies and Procedures Manual is offered to provide an overview of the Cabarrus/Iredell/Rowan HOME Consortium policies and procedures that pertain to the federal HOME Investment Partnerships Program. This Manual is not a substitute for HOME Program regulations, but this information is provided in addition to the federal regulations. Although this Manual was developed with reasonable care and diligence, it is not fully comprehensive concerning all of the requirements that affect the used of HOME Program funds. HOME Consortium Members are encouraged to consult with the City of Concord's staff, as the Lead Entity, to verify the correct interpretation of policies and regulations. The Cabarrus/Iredell/Rowan HOME Consortium reserves the right to implement additional policies as needed.

This Policies and Procedures Manual addresses the following purposes:

- Provides a uniform guide for the administration of the Cabarrus/Iredell/Rowan HOME Consortium Program locally. Although the Program conforms to federal rules and guidelines, it focuses primarily on locally-crafted procedures.
- Ensures that all Consortium stakeholders, including applicants for funding, local jurisdictions and interested residents, have access to information about program administration.
- Demonstrates to HUD that the HOME Program is administered in a way that is consistent with federal regulations and guidelines.

Amendments to Policies and Procedures

As an administrative document, this Manual may be amended at any time with the approval of the Cabarrus/Iredell/Rowan HOME Consortium Members.

The latest version of this Manual will be distributed to key stakeholders prior to each funding cycle. The most recent copy may be found at <https://www.concordnc.gov/Departments/Planning/Community-Development/Plans-Reports>.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Key Documents Governing the HOME Program

The HOME Program is administered in compliance with a complex structure of federal and local rules. The principal documents describing these rules, as well as the goals and performance of the Cabarrus/Iredell/Rowan HOME Consortium, are summarized in the table below.

Authority	Documents	Description	Links
Federal	HOME Regulations and Guidance	Provides the binding rules (Code of Federal Regulations), agency guidance and advice for the HOME program nationally.	Comprehensive source for HOME policy guidance, including laws and regulations, CPD Notices, HOME FACTS and HOMEfires: https://www.hudexchange.info/programs/home/ Training materials on HOME Program: https://www.hudexchange.info/trainings/building-home/
Consortium	Consolidated Plan	Required plan that contains needs assessment, housing market analysis, priorities and strategies for use of HOME funds over the five-year period ending June 30, 2025.	https://www.concordnc.gov/Departments/Planning/Community-Development/Plans-Reports
Consortium	Analysis of Impediments to Fair Housing Choice	Required assessment of Fair Housing issues in the tri-county region and measures to address them.	https://www.concordnc.gov/Portals/0/Documents/Planning/CD/Fair_Housing_Impediments_July_2_020.pdf
Consortium	Action Plan	Time-specific goals and annual budget describing how the available HOME resources will be spent.	https://www.concordnc.gov/Portals/0/Documents/Planning/CD/ConsolidatedActionPlanSummary2019-2020.pdf
Consortium	CAPER	Annual performance report on the actual use of HOME funds and what was produced.	https://www.concordnc.gov/Portals/0/Documents/Planning/CD/CAPER%202018-2019.pdf
Consortium	Policies & Procedures Manual	Information and rules about the administration of the Consortium's HOME Program (this document)	https://www.concordnc.gov/Departments/Planning/Community-Development/Plans-Reports

Contact Information

For any questions about this Manual, please contact:

Pepper Bego, Federal Programs Coordinator
Planning & Neighborhood Development Department
City of Concord
35 Cabarrus Avenue West
Concord, NC 28025
(704) 920-5133
begop@concordnc.gov

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

II. CONSORTIUM GOVERNANCE

The Cabarrus/Iredell/Rowan HOME Consortium was created in 2005 to serve the housing needs of Cabarrus, Iredell, and Rowan Counties in North Carolina. The Cabarrus/Iredell/Rowan HOME Consortium receives an annual allocation of federal HOME funds which must be used to assist with the housing needs of households with an annual income below 80 percent of the area median income, as determined by the U.S. Department of Housing and Urban Development (HUD). Each Consortium Member within the three-county area must agree to be a part of the HOME Consortium. Each funding cycle, the Consortium Members receive Consortium Agreements that include the amount of the funding allocations, which is calculated based on the percentage of the population per area, the percentage of low- and moderate-income residents per area, and the percentage of citizens that considered to be in poverty in each area. Every three (3) years, each Consortium Member is asked to formally verify their continued participation by notifying the City of Concord if they no longer wish to continue their participation to receive HOME funding.

Composition of the Board

Each Consortium Member provides staff representatives that form the Cabarrus/Iredell/Rowan HOME Consortium Board. Each Consortium Member has only one vote on any issues, which ensures that decisions are made to the benefit of the entire consortium area. Other staff also may attend the meetings.

Lead Entity Responsibilities

The City of Concord serves as the lead entity for the HOME Consortium. As a Community Development Block Grant (CDBG) entitlement community, the City can receive the HOME funds and manage the Cabarrus/Iredell/Rowan HOME Consortium. The funds are disbursed through the lead entity. The City is responsible for the submission of the plan for expenditures to HUD and for reporting and drawing down funds spent for programs operated by the Consortium. The City of Concord is responsible for completing all administrative duties on behalf of the Cabarrus/Iredell/Rowan HOME Consortium, which is included in the list below:

- Preparing and submitting the Annual Action Plan and revises the Plan as required by HUD.
- Sending annual agreements to The Consortium Members for required signatures.
- Approving Environmental Review Records on behalf of The Consortium Members.
- Preparing and submitting the Request for Release of Funds to HUD.
- Setting up new files for each Consortium Member, based on the plans for each new fiscal year.
- Tracking the match liabilities and credits for each Consortium Member.
- Preparing and submitting the annual match report to HUD.
- Preparing and submitting the annual Consolidated Annual Performance and Evaluation Report (CAPER) to HUD.
- Preparing and processing all pay requests on behalf of The Consortium Members.
- Reviewing program activities and rules to ensure that money is being spent in support of an eligible project and in accordance with HUD rules.
- Setting up files in IDIS for each project.
- Tracking program income for each Consortium Member on a quarterly basis.
- Track Consortium Members' progress by addressing any slow progress or other problems.
- Sending letters and notices regarding any project issues to The Consortium Members.
- Preparing and updating Consortium forms and documents as needed.
- Holding annual Consortium Meetings.
- Responding to Consortium Members' inquiries concerning their projects.
- Providing technical assistance to Consortium Members as needed.
- Monitoring and inspecting all Consortium projects on an annual basis.

Written Agreements

The Cabarrus/Iredell/Rowan HOME Consortium requires execution of a written agreement **before any HOME funds are committed or disbursed to any entity**. As appropriate, the City of Concord will work with its Legal Department to draft all contracts, agreements and other legal documents. In addition, the City of Concord's staff will provide legal counsel with information to assist them in understanding HOME program rules and their intent.

Written agreements shall contain the following provisions:

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- **Use of Funds:** Description of the HOME-funded activities, tasks to be performed, schedule for completing tasks, a budget in sufficient detail to effectively monitor performance and the period of the agreement.
- **Reversion of Assets/Program Income Requirements:** States that program income proceeds, unexpended funds or other assets will be retained by the recipient for other eligible activities or the funds will be returned to the Cabarrus/Iredell/Rowan HOME Consortium.
- **Uniform Administrative Requirements:** Compliance with applicable federal administrative requirements (24 CFR Part 200 and applicable provisions of 24 CFR Part 85 for governmental entities 24 CFR Part 84 for non-profits.)
- **Other Program Requirements:** Requirements regarding non-discrimination and equal opportunity; affirmative marketing and minority outreach; environmental review; displacement, relocation and acquisition; labor standards; lead-based paint; and conflict of interest.
- **Affirmative Marketing:** Requirements for affirmative marketing in projects containing five (5) or more HOME-assisted units.
- **Requests for Disbursement of Funds:** Requirement that HOME funds may not be requested until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before requesting HOME funds, if applicable.
- **Records and Reports:** Lists records that must be maintained and information and reports that must be submitted.
- **Enforcement of the Agreement:** Means of enforcing the provisions of the written agreement. This provision is in the agreement with all parties including owners.
- **Duration of Agreements:** The agreement must specify the duration of the agreement. If the housing assisted under the agreement is rental housing, the agreement must be in effect through the affordability period required by the PJ. If the housing assisted under this agreement is homeownership the agreement must be in effect at least until the completion of the project by the low-income family.
- **Amending the Documents:** Written Agreements may be amended by mutual agreement of the parties when regulations and requirements change, or when adjustment to funding levels or other condition related to a specific project are needed.
- **Fixed or Floating Units:** Fixed and Floating HOME Units: In a project containing HOME-assisted and other units, The Consortium Members may designate fixed or floating HOME units. This designation must be made at the time of project commitment in the written agreement between the Consortium Member and the owner, and the HOME units must be identified not later than the time of initial unit occupancy.
 - Fixed units remain the same throughout the period of affordability.
 - Floating units are changed to maintain conformity with the requirements of this section during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.

III. GENERAL HOME PROGRAM POLICIES & PROCEDURES

Eligible Activities

Consortium HOME funds may be used to support the following activities:

- New construction
- Rehabilitation
- Reconstruction
- Homebuyer activities
- Conversion
- Site improvements
- Acquisition of property
- Acquisitions of vacant land
- Demolition
- Relocation costs
- Refinancing existing secured debt
- Initial operating reserve
- Capitalization of project reserves
- Project-related hard costs
- Project-related soft costs
- Tenant-Based Rental Assistance (TBRA)
- Lease-purchase programs
- Development of homeownership housing
- Development or acquisition of rental housing
- Community Housing and Development Organization (CHDO) operating support

Ineligible Activities

Consortium HOME funds may not be used to support the following activities:

- Acquisition of vacant land or demolition only
- Project reserve accounts
- Match for other programs
- Development, operations, or modernization of public housing
- Properties receiving assistance under 24 CFR Part 248 (Payment of Low-Income Housing Mortgages)
- Double-dipping
- Reinvesting HOME dollars during the affordability period
- Acquisition of PJ-owned property
- Payments for delinquent taxes, fees, or charges
- Project-based rental assistance
- Tenant-based rental assistance for certain purposes
- Match for other Federal programs
- Any activity or cost not permitted by the HOME regulations

The Notice of Funding Availability will identify which of these activities may be funded in that particular funding cycle. All applications must be submitted in the format and with the information prescribed by the program or Notice of Funding Availability (NOFA).

Eligible Applicants

Public agencies, nonprofit organizations, and for-profit entities are all eligible to apply to Cabarrus/Iredell/Rowan HOME Consortium for HOME funds. Fund recipients (hereafter called “Consortium Members”) are classified into one of three (3) categories:

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- **Subrecipients:** A subrecipient is a public agency or nonprofit housing service provider selected by the Cabarrus/Iredell/Rowan HOME Consortium to administer HOME Programs. A nonprofit organization that is administering HOME funds is considered to be a HOME subrecipient. Designated nonprofit organizations that are subrecipients (including a Community Housing Development Organization (CHDO) when acting as a subrecipient) must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- **Developers, Owners, Sponsors:** For-profit entities, housing authorities, nonprofit organizations, and CHDOs can receive HOME funds in the roles of developers, owners, and sponsors of eligible activities.
- **Community Housing Development Organizations (CHDOs):** A CHDO is a private nonprofit organization which meets certain specific criteria, including having 1) IRS tax exempt status, 2) a mission/purpose related to housing and service to a low-income community, and 3) a board composition which includes one-third low-income residents or their representatives.

Eligible Administrative and Planning Costs

Funds are provided for the administration of the HOME program. The City of Concord's staff is responsible for administering all aspects of the HOME program; coordinating activities for the HOME program, monitoring compliance with written funding agreements and federal regulations, administering grants provided by the City of Concord, and coordinating with HUD to ensure compliance with federal regulations. The City of Concord uses funds for a pro-rata share of the salaries, fringe, and overhead that can be directly attributable to the HOME Program. Adequate records are maintained to justify the allocation of HOME administration funds for these purposes.

- Eligible costs include the City of Concord's staff and overhead costs directly related to carrying out projects, such as work specifications preparation, inspections, lead-based paint evaluations (visual assessments, inspections, and risk assessments) and other services related to assisting potential owners, tenants and homebuyers.
- Staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling and other assistance necessary to minimize hardship.
- Costs may be charged as administrative costs or as project costs, at the discretion of the City of Concord; however, these costs (except housing counseling) cannot be charged to or paid by the low-income families.

Uniform Administrative Requirements

- 24 CFR Part 200
- Provisions of 24 CFR Part 85

Distribution of HOME Funding

As the Lead Entity for the Consortium, the City of Concord distributes HOME funds within the boundaries of the Cabarrus/Iredell/Rowan HOME Consortium area, and among different categories of housing need, according to the priorities of housing need identified in its approved Consolidated Plan.

HOME funds are provided to the Cabarrus/Iredell/Rowan HOME Consortium by HUD annually using a formula allocation. The Cabarrus/Iredell/Rowan HOME Consortium's distribution plan for HOME funds includes:

- **Administration (10%)** Funds are used by the Cabarrus/Iredell/Rowan HOME Consortium for planning, administration, allocation of indirect costs and monitoring of the program. Funds are also used to conduct training and technical assistance to entities interested in applying for and implementing HOME-funded projects.
- **CHDO Set Aside (15%)** In accordance with HOME regulations, a minimum of 15 percent of annual HOME funds are set-aside for use exclusively by HOME designated community housing development organizations (CHDOs) for specific allowable activities (housing owned, developed and/or sponsored by the CHDO). These funds are awarded to CHDOs by the Consortium annually via a competitive proposal process.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- The HOME Final Rule has established a separate five-year deadline for expenditure of CHDO set-aside funds, which becomes effective January 1, 2015 and will impact all deadlines that occur on or after that date.
- **Balance of HOME Funds (75%):** The Cabarrus/Iredell/Rowan HOME Consortium distributes the balance of HOME funds to projects in Cabarrus County, Iredell County, and via a formulary process that calculates the percentage of the population per area, the percentage of low- and moderate-income (LMI) residents per area, and the percentage of citizens that are considered to be in poverty in each area of the above-named jurisdictions.

The Consortium Members may only invest its HOME funds in eligible projects within its boundaries, or in jointly-funded projects within the boundaries of the jurisdictions that serve residents within the jurisdictions. For a project to be jointly funded, all jurisdictions must make a financial contribution in the project. The financial contribution can be a grant or loan (including funds from other sources that are in the jurisdiction's control, such as relief provided through a significant tax or fee (i.e., a waiver of impact fees, property taxes, or other fees and taxes).

The Cabarrus/Iredell/Rowan HOME Consortium only invests HOME funds in eligible projects within the boundaries of Cabarrus, Iredell and Rowan Counties. Allocations to the Cabarrus/Iredell/Rowan HOME Consortium Members are automatic with no competitive process for funding. Before committing funds to a project, each Consortium Member will determine the eligible projects to undertake and provide all appropriate documentation to the City of Concord for review. HUD match conditions also must be met for these projects.

Matching Funds

The Consortium Members, excluding the CHDOs, are required to match at least 25% of the HOME funds that are spent on projects/programs. "Match" can be provided through cash, assets, services, labor, and other contributions of value to the HOME program.

Federal resources (i.e., CDBG funds) are not an eligible source of match. Match does not have to be provided on a project-by-project basis. The match requirement applies to the expenditure of HOME funds on projects/programs in a given federal fiscal year (July 1 - June 30). Match is tracked on an ongoing basis using a HUD provided (HUD form 40107). This information is monitored and maintained by the Consortium Members and the City of Concord. The Consortium Members will only commit HOME funds up to the percent that banked match will allow.

Eligible sources of matching funds include:

- Cash from a non-federal source
- Value of donated land
- Cost of infrastructure improvements
- 25% to 50% (depending on the type of bonds) of the proceeds of government issued housing bonds provided as a loan to a project
- Value of donated materials, equipment, labor, or professional services
- Sweat equity
- Cost of homebuyer counseling services. The Consortium Members are responsible for calculating match credits and providing the required information for HUD.

Subrecipient Application Process

Subject to availability, HOME funds may be made available to program subrecipients through an annual application process. If funds are made available to subrecipients, the Cabarrus/Iredell/Rowan HOME Consortium will issue a Notice of Funding Availability (NOFA) that provides information on how to apply for a grant and a timeline for submitting the application and all required attachments.

Applications will be scored based on a point system related to specific criteria that place an emphasis on revitalization of distressed neighborhoods and other community housing needs. Applications also are scored for clarity of the proposal, the likelihood of success, the project's financial feasibility, the funding need, the track record of the organization, the creditworthiness of the organization, and the ability to implement the project within one funding year.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Multi-Family Projects

The HOME program permits less than all of the units in a project to be designated as HOME units. HOME funds may only be expended on the actual costs, up to the maximum per-unit subsidy limit, of units that meet HOME affordability requirements. Consequently, a Consortium Member must allocate development costs according to the actual costs of the HOME-assisted units. It is necessary for a Consortium Member to identify the number and type of HOME-assisted and unassisted units and make a comparability determination. The Consortium Member then uses the actual costs of the HOME units to ensure that at least the minimum required number of units will be designated as HOME-assisted units. A Consortium Member may always designate more units as HOME-assisted units than the number required based on the actual costs charged to the HOME program. In addition, the comparability analysis will help a Consortium member to determine whether to designate HOME units as fixed or floating during the period of affordability. Additional information concerning the adjusted Basic Statutory Mortgage Limits for Multifamily Housing Programs can be found in the Federal Register. The Federal Register is updated yearly, but the most recent information is included in the Federal Register, Volume 85, No. 108 that is dated Monday, June 4, 2020.

IV. Overarching Program Regulations and Requirements

Fair Housing and Civil Rights

Agencies must comply with federal, State, and local fair housing and civil rights laws, regulations, and Executive Orders, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq); the Fair Housing Act (42 U.S.C. 3601-3602); Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259); and the Age Discrimination Act of 1975, as amended (42 U.S. C. 6101-6107).

Discrimination in the provision of housing is prohibited on the basis of a protected class; federal and North Carolina State protected classes include:

- Race
- Color
- National Origin
- Religion
- Disability
- Sex
- Familial Status

Affirmative Marketing and Outreach

All Consortium Members must undertake outreach efforts in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach, and access to the Program.

The Consortium Members must inform potential applicants of the program via flyers, public notices, local media articles, or meetings with Subrecipient staff. The marketing information will include basic eligibility requirements, a general description of the Program, and the appropriate Fair Housing logo.

The Consortium Members' marketing approach must address: (1) how the program will be announced (i.e., which media and other sources); (2) where applications will be taken (i.e., at one site or more); (3) when applications will be accepted (i.e., daily, during normal working hours, or extended hours for a specified period); and (4) the method for taking applications (i.e., in person, by mail).

The Consortium Members must maintain a file that contains all marketing efforts (i.e., copies of newspaper ads, memos of phone calls, copies of letter, etc.) The records, which help assess the results of these actions, must be available for inspection by the Consortium.

The Consortium Members also has an obligation to assure that information about the program reaches the broadest possible range of potentially qualified applicants.

To further fair housing objectives, The Consortium Members should identify those households that have been determined to be "least likely to apply," and determine what special outreach activities, including placing advertising in minority-specific media, will ensure that this population is fully informed about the program. The Consortium Members should work with the Consortium to assure that all marketing initiatives and materials adequately reflect the available assistance types.

Conflict of Interest

In the procurement of property and services by the Consortium Members, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. Any person who exercises or has exercised any functions or responsibilities

with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may not have an interest in any contract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, board member, loan committee member, elected official or appointed official of the participating jurisdiction or the Consortium Member that is receiving HOME funds.

The Consortium Members shall ensure that officers, employees, agents or consultants will not occupy any HOME assisted affordable housing units in the project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the CHDO who occupies a housing unit as the project manager or maintenance worker.

As lead agency for the Consortium, the City of Concord may provide an exception to the provisions listed above on a case-by-case basis when the Consortium Members determine that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the Consortium Member's HOME-assisted project. For the City and the Consortium Members to provide this exception, The Consortium Members must make a written request and the City and the Consortium Members will make its determination based on the following factors:

- a. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group;
- b. Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
- c. Whether the tenant protection requirements of Section 92.53 are being observed;
- d. Whether the affirmative marketing requirements of Section 92.351 are being observed and followed; and
- e. Any other factor relevant to the City and the Consortium's determination, including the timing of the requested exception.

The Consortium Members must maintain a written code of standards of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts funded with Federal dollars.

Program Accessibility

Section 504 of the Rehabilitation Act of 1973 requires that a HOME-funded activity, when viewed in its entirety, is usable and accessible to persons with disabilities. The obligation to provide accessible units, in accordance with 24 CFR 8.22 and 8.23 is broader and includes the following:

All program activities, including public hearings, homebuyer briefings, counseling sessions, and meetings should be held in locations that are accessible to persons with disabilities.

Information about all programs and activities should be disseminated in a manner that is accessible to persons with disabilities. Auxiliary aids and special communication systems should be used for program outreach, public hearings related to housing programs, and other program activities.

Reasonable steps should be taken to provide information about available accessible units to eligible persons with disabilities. Homebuyer projects are not required to produce accessible units but reasonable accommodations during the application process are required for any buyers with accessibility needs. Program advertising should acknowledge that the program will work with households with accessibility needs. Should a successful homebuyer applicant have a need for a unit with an accessible design, the program must accommodate those needs.

Information about the accessibility requirements of HOME-funded multifamily housing is included in the rental housing chapter of this manual.

Equal Opportunity

Federally-funded housing projects/programs are subject to Executive Order 11246, as amended, which prohibits agencies from discriminating against employees or applicants for employment on the basis of race, color, religion, national origin, citizenship status, unfair documentary practices regarding employment verification, sex, age, and disability. These requirements are included in all contracts with Agencies.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- **Section 3 of the Housing and Urban Act of 1968 (Section 3):**
The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance is directed to low- and very low-income persons to the greatest extent feasible. In accordance with the Section 3 Plan, solicitation of Section 3 businesses is required during procurement for any construction contract of \$100,000 or more and is encouraged for contracts of lesser amounts. The Section 3 Plan also requires contractors/subcontractors to follow a specific hiring plan in order to target Section 3 residents.
- **Women- and Minority-Owned Business Enterprises:**
The Consortium Members are required to take affirmative actions to allow Women- and Minority-Owned Business Enterprises (WMBE) to benefit from federal funds. The Consortium Members passes this requirement on to funded agencies, which must make a good faith effort to employ WMBE firms when implementing projects/programs. These efforts can include advertising for professional services or construction contractors in minority publications, notifying WMBE firms directly of employment opportunities, or requiring that contractors hire WMBE subcontractors. Solicitation of MBE firms is required during procurement for any construction contract of \$50,000 or more.

Non-Discrimination

No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with HOME funds on the basis of religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status, physical or mental disability, gender identity or expression of a person, national origin, ancestry, military status, or other arbitrary cause.

Reasonable Accommodations for Persons with Disabilities

Employers receiving HOME funds may not discriminate against prospective or current employees with disabilities. Employers must remove physical and administrative barriers to employment and make reasonable accommodations for employees with known disabilities.

If a subrecipient has 15 or more employees, it must designate a Section 504 Coordinator and notify program participants and employees of its non-discrimination policies.

Business Enterprises Owned by Minorities, Women and Disadvantaged Business Enterprises

The Cabarrus/Iredell/Rowan HOME Consortium encourages participation by business enterprises owned by minorities and women, and disadvantaged business enterprises (M/W/D-BE). Contracts for the procurement of services should be awarded to the maximum extent possible to M/W/D-BE. Section 24 CFR 84.44(b) of the Uniform Administrative Requirements outlines recommended steps for achieving participation goals.

The Uniform Act and Section 104 (d)

HOME-assisted projects are subject to the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. 4601-4655), and the government wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24. In addition, projects that include demolition or conversion of low-income housing are subject to Section 104(d) (also called the Barney Frank amendment).

Acquisition

The URA requirements apply to any and all real property acquisition for a project that receives any amount of HOME funding, regardless of whether the funds are used to purchase the property or for other project costs. The regulations may apply to any acquisition for which a purchase offer was made at any time after the date the applicant first *intended* to apply for HOME funds for the project.

Agencies are exempt from complying with most acquisition requirement of the Uniform Act (Subpart B) *only* if an identified site can be acquired “voluntarily” in accordance with Section 49 CFR § 24.101 of Subpart B.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

A “voluntary” acquisition requires the Agency (buyer) to inform the seller, prior to executing an agreement to purchase:

- That it does not have the power of eminent domain (buyers with eminent domain authority, must agree not to use it, and must not have specific site needs);
- That it will not be able to purchase the property if negotiations fail to result in an amicable agreement; and
- Of the buyer’s estimate of fair market value (FMV) of the property to be acquired.

Estimating Fair Market Value:

An appraisal is not required to establish the FMV of a property, but there must be documentation that includes an explanation, with reasonable evidence, of the basis for the estimate. A Comparative Market Analysis is acceptable for this purpose.

Section 104(d)

Section 104(d) of the Housing and Community Development Act of 1974, as amended (104(d)) requirements apply when HOME assistance is used for a project involving demolition or conversion.

Section 104(d) has two distinct components:

- **One for One Replacement:** Requires one-for-one replacement of lower-income dwelling units that are demolished or converted to another use. For Section 104(d) purposes, “conversion” is defined as: Altering a housing unit that would rent at or below the fair market rent (FMR) so that it is used for non-housing purposes, rents for above the FMR or is used as an emergency shelter.
- **Relocation of Lower-Income Tenants:** Requires relocation assistance for displaced lower-income residential tenants and does not provide protection or assistance for persons with incomes above the Section 8 Low Income Limit.

Housing Replacement

The City of Concord has adopted a “Residential Anti-displacement and Relocation Assistance Plan”, which addresses the Section 104(d) requirement for one-for-one replacement of low- income housing units:

Consortium Members may replace all occupied and vacant occupiable low- and moderate- income dwelling units demolished or converted to a use other than as low- and moderate- income housing as a direct result of activities assisted with HOME funds.

Replacement units do not need to be provided by the same fund recipient whose project resulted in the housing loss. The Consortium Members will count any net gain in units achieved through the investment of HOME funds as having met the one-for-one replacement requirement.

Relocation

The Cabarrus/Iredell/Rowan HOME Consortium strongly discourages the permanent displacement of low-income households by project and programs. The URA stipulates the content and timing of notices for residents of properties to be acquired with HOME funds. If residents will be displaced by the project, they must receive moving cost reimbursement, relocation assistance payments, and relocation assistance services. If an otherwise feasible and fundable project does necessitate permanent or temporary displacement and relocation, the relocation must be carried out in strict compliance with the URA. Prior to selection for funding, the Agency must demonstrate that:

- Both personnel and budget resources are available to implement relocation, and
- Such projects must have qualified County-approved relocation personnel as part of the development team.

A pre-application conference with staff is required for any project which may involve relocation to ensure that the Agency understands the URA requirements and that proper relocation notices are given.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

No relocation may be initiated prior to funding award except with the prior written approval of the Consortium Member. If relocation is required, a detailed **Relocation Plan** must be submitted with an application for HOME funds.

Temporary Relocation

All conditions of temporary relocation must be reasonable and tenant shall be provided with reimbursement for all reasonable out-of-pocket expenses incurred in connection with temporary relocation.

Tenant shall receive advisory services, including written notice of the date and approximate duration of the temporary relocation, address of suitable temporary unit, and the terms and conditions under which the tenant may lease and occupy the building/complex upon completion of the project.

Temporary relocation may not extend beyond one year before the person is returned to his or her previous unit or location. Any residential tenant who has been temporarily relocated for more than one (1) year must be offered all permanent relocation assistance which may not be reduced by the amount of any temporary relocation assistance previously provided.

If the project requires tenants to be temporarily relocated off site, a detailed **Temporary Relocation Plan** is required.

Financial Management

The Consortium Members that receive HUD funds must abide by the financial management requirements of the Federal Office of Management and Budgets found at 2 CFR part 200.

Audit Requirements

The Consortium Members must follow OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards.

IDIS Drawdowns

A separation of duties has been established by the Cabarrus/Iredell/Rowan HOME Consortium, the City of Concord's Finance Department, and the City of Concord as the designated Lead Entity for the Consortium, in order to provide proper checks and balances from grant set-up, project and activity set-up, sub-funding, sub-granting and drawdown process in the following manner:

IDIS Administrator Procedures:

- The City of Concord submits completed IDIS Access Request Forms in the IDIS system to gain approval for access by function for all Consortium Members' projects.
- The City of Concord also maintains drawdown request vouchers with copies of deposit transactions and payment disbursement documentation.

Program Income

Some housing activities generate program income, which must be disbursed before seeking reimbursement/draw down of additional HOME funds. Program income is defined as "gross income received by the Consortium Members, or an agency, which was generated from the use of HOME funds or HOME matching contributions." Income generated by housing projects or programs would typically fall into one of the following categories:

- ***Income from the use or rental of HOME-assisted real property*** owned by The Consortium Members, or a public or nonprofit agency selected by The Consortium Members to operate a portion of its housing program minus the costs of generating the income.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- *Payments of principal and/or interest on loans* made with HOME funds.
- *Proceeds from the sale of real property* that was purchased or rehabilitated with HOME funds.

For example, funds for housing are often provided as low-interest or deferred payment loans. The loan repayments are considered program income. The federal regulations require that:

- Program income be spent before drawing funds from the Consortium's HOME account;
- Program income be spent only for eligible activities; and
- Written agreements with agencies that will generate program income must specify whether program income must be returned to the Consortium's HOME account or be used by the Consortium Members for an eligible activity.

Program Income does not include gross income from the use, rental, or sale of real property received by the project owner, developer, or sponsor, unless the funds are paid by the project owner, developer, or sponsor to the Consortium's HOME account or the Consortium Members. The Consortium Members are required to track and report program income that is generated during each fiscal year to the City of Concord's staff.

Procurement

All projects must comply with the most restrictive of the applicable federal or state, competitive procurement regulations or costs may not be reimbursable.

Federal procurement requirements at 2 CFR Part 200 apply to all non-profit organizations action as a Subrecipient and to all public entities. The Owners/Sponsors/Developers are not subject to the federal procurement requirements.

Nonprofit organizations receiving HOME funds must comply with the procurement requirements of 24 CFR Part 84, with the exception of currently certified CHDOs undertaking CHDO-eligible projects (as stated in HUD CPD Notice 97-11).

Procurement requirements are provided in the Consortium Members' funding notices and written agreements. The Consortium Members are encouraged to contact the City of Concord's staff if they have any questions regarding the procurement requirements that apply to a specific project. The Consortium Members will be expected to provide a copy of their procurement policies and procedures that meet applicable federal and state requirements. If a project includes any construction or rehabilitation, a required component of a completed application for funding will be a written description of how the Agency intends to procure prime or general contractors, subcontractors, architects, engineers, consultants, etc. in a competitive manner.

For construction or facility improvement projects exceeding \$100,000, minimum Federal requirements located in 24 CFR 85.36 or 84.48(c) for bid guarantees, performance bonds, and payment bonds must be met. Prior to publishing a Notice of Bid Opening in the local newspapers, as a minimum requirement, and through other approved forms of communication mediums, each Consortium Member must review and approve all bid documents to ensure that all federal, state, and program requirements are included.

Only contractors and subcontractors that are not federally barred or suspended and have current State of North Carolina business licenses with current Workers' Compensation accounts, including proper insurance and bonding, can work on capital construction projects. The Consortium Members will check the status of the general contractor and all subcontractors for federal debarment and suspension, licensing, insurance, bonding, and Workers' Compensation accounts for capital construction projects. The Consortium Members also are responsible for checking the licensing and debarment status for owner-occupied housing rehabilitation and minor home repair clients.

The Cabarrus/Iredell/Rowan HOME Consortium's subrecipients are subject to the procurement requirements of 24 CFR parts 84 and 85 as well as state and local laws and regulations. Subrecipients will be monitored annually to ensure compliance with these regulations. Owners and developers, including CHDO's, are not subject to federal procurement requirements.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Environmental Review

Prior to entering into a contract with a Consortium Member, the City of Concord, as the Lead Entity for the Consortium, will review and approve a federal Environmental Review in compliance with the National Environmental Policy Act (NEPA) and other related federal and state environmental laws. No choice-limiting activities may be undertaken by the applicant for HOME funds during the time between the submission of the application and the completion of the Environmental Review (prior to the receipt by the Consortium Member and the City of Concord of the Authority to Use Grant Funds from HUD).

Tenant-Based Rental Assistance is categorically excluded and not subject to §58.5 authorities. Each Consortium Member will document this determination, provide a copy of the Environmental Review Record to the City of Concord's staff for review and approval, and keep the document in the Environmental Review Records files.

Public Records

Materials and information submitted to or received by the Consortium Members are subject to public disclosure unless otherwise exempt from disclosure under the North Carolina General Assembly's G.S. §132. No assurances can be given that any materials provided can be protected from public review and copying.

Recordkeeping and Retention of Records

Records related to HOME-funded projects and programs must be retained for at least five (5) years. For rental and homeownership development projects, general records must be kept for five (5) years after project completion, and tenant/homeowner data must be maintained for the most recent five (5) years, until five years after the conclusion of the affordability period.

ADDITIONAL GENERAL POLICIES AND PROCEDURES FOR DEVELOPMENT PROJECTS

The remaining provisions in this chapter apply to HOME-funded rental housing development, rental housing acquisition (no rehabilitation), and homebuyer development projects, collectively referred to as "Development Projects."

Applicant Standards

Applicants for HOME Development Funds will need to demonstrate, with a reasonable level of assurance, that the sponsoring organization is fiscally sound and has reliable systems to manage and account for public funds. The following documents will be submitted at the Consortium Member's request:

- Complete audit reports for each of the past two (2) years for the applicant, including an OMB circular A- 133 supplement as appropriate, any audit findings, corrective action plan, management letter and agency response.
 - If the applicant organization has not been audited, financial statements for each of the past two (2) fiscal years and a year to date statement certified by the applicant's Chief Financial Officer. Financial statements will include balance sheets and cash flow, revenue, and long-term debt statements.
- Nonprofit organizations will need to submit an IRS Form 990 for the prior two years.
- Outstanding HOME Annual, Close-out or Monitoring Reports.

Applicants must demonstrate that the skills and experience of the development team and the property management team, and the capacity of the organization are appropriate to the size and complexity of the project. If the applicant does not have prior experience in affordable housing development or has not had experience within the past ten (10) years, they must partner with a development consultant experienced in affordable housing development.

Applicants will need a signed board resolution or board minutes authorizing submittal of a Development application. If selected for funding, the organization's board must designate in writing the person(s) authorized to execute agreements on behalf of the organization.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Eligible Development Costs

HOME development funds may be used for, but are not limited to:

- Site preparation or improvement, including demolition if construction begins within 12 months
- Securing buildings
- Construction materials and labor
- Onsite improvements in keeping with surrounding projects, including sidewalks, utility laterals, etc. Offsite infrastructure is not eligible as a HOME expense
- Relocation costs, including moving costs, replacement housing costs, advisory services, staff costs related to relocation assistance
- Financing fees
- Credit reports
- Title binders and insurance
- Recording fees and transaction taxes
- Legal and accounting fees, including project audit costs
- Appraisals
- Architectural and engineering fees
- Environmental reviews
- Developer fees (subject to a limit)
- Permit fees
- System development charges
- Affirmative marketing, initial leasing and marketing costs
- Initial operating deficit reserve during lease-up: limited to 18 months (new construction projects only)
- Homebuyer counseling to purchasers of HOME-assisted housing units only

Appraisal and Real Property Acquisition

If the applicant is proposing the purchase of real property and/or building(s), a full appraisal must support the purchase price. Appraisals and acquisition must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. The URA generally applies to federally- funded projects involving acquisition, rehabilitation, or demolition, and requires compliance with the following real property acquisition process, unless the project meets the requirements of 49 CFR 24.101(b)(1)-(5).

Applicants must follow the procedures for a Voluntary Acquisition under the URA. Prior to making an offer for the property, the applicant must, in writing, advise the owner of the property that federal funds may be involved in the purchase of the property, let the owner know that the applicant does not have the power of eminent domain and that it will be unable to acquire the property if negotiations fail to result in agreement, and provide the owner with what it currently believes to be the market value of the property. If the applicant has not yet completed an appraisal of the property at the time of the offer, the statement of market value provided to the seller must have a reasonable basis (e.g., assessed value).

The application for HOME funding must include a current appraisal. An appraisal must be dated no more than 12 months prior to the application due date. A letter updating an appraisal completed more than 12 months prior to the application due date will be accepted. The appraisal must be conducted by someone with a current general appraisal certificate in the State of North Carolina.

Minimum Property Standards

New Construction Projects

All new construction projects within the Consortium service areas will meet local codes, ordinances and zoning requirements for the municipality or county in which the project is located. Projects also must comply with the *N.C. State Building Codes that are applicable to new construction, residential, and existing structures*, which the Cabarrus/Iredell/Rowan HOME Consortium has adopted as its construction performance standards. Housing must meet all applicable requirements upon project completion.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

All new construction HOME-assisted projects will also meet the requirements described below:

- **Accessibility.** All housing will meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multi-family dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).
- **Disaster mitigation.** Where relevant, housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with municipal, county, State ICC or IFC codes, or such other requirements as HUD may establish.
- **Written cost estimates, construction contracts and construction documents.** The Cabarrus/Iredell/Rowan HOME Consortium will ensure that construction contracts and construction documents describe the work to be undertaken in adequate detail to conduct inspections. The Cabarrus/Iredell/Rowan HOME Consortium Members must review and approve written cost estimates for construction and determine that costs are reasonable.
- **Construction progress inspections.** The Consortium Members conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents (draw requests).

Rehabilitation Projects

For existing single-family rental properties assisted with the Consortium Members' HOME funds, the unit must meet local codes, ordinances and zoning requirements for the municipality or county in which the project is located. Projects must also comply with the *2015 International Building Code (IBC) Series with South Carolina Amendments*, and must address the major systems of the unit in the following manner:

Structural support

- If the initial inspection by the Consortium Members or the approved designee shows any evidence of foundation, sill, joist or other structural support damage these items must be corrected as part of the initial rehabilitation of unit prior to lease.

Roofing

- If deemed as not meeting the five-year threshold of useful life, the roofing, including all wood sheeting, framing, boxing and fascia that is identified as compromised (rotted, missing, etc.) must be replaced along with shingles.
- If the roofing is deemed as meeting the five-year threshold of useful life, any specifically-identified issues (damaged fascia, guttering, boxing, etc.) must be corrected as part of the initial rehabilitation of the unit prior to lease.
- All attics must be vented.

Cladding and Weatherproofing (e.g., windows, doors, siding)

- If initial inspection by the Consortium Members, or approved designee, shows any evidence of specified damage, the items must be corrected as part of the initial unit rehabilitation prior to lease.
- If existing windows are single-pane and determined to be in working order, the Consortium Member/developer/subrecipient must ensure that all windows have been properly sealed, both inside and out, to remove any potential air leakage.

Plumbing and Water Heater

- All plumbing issues identified in the initial inspection by the Consortium Members or approve designee must be corrected.
- If the water heater is deemed as not meeting the five (5) year threshold of useful life, it must be replaced.
- Water heaters must be placed in drain pans with drain piping plumbed to disposal point as per the latest approved addition of the International Plumbing Code, only if located in living space.
- Pipe all Water Heater Temperature & Pressure (T&P) relief valve discharges to disposal point as per the latest approved edition of the International Plumbing Code.

Electrical

- If deemed as not meeting the five-year threshold of useful life, the electrical system must be replaced as part of the initial rehabilitation of the unit prior to lease.
- If deemed as meeting the five (5) year threshold of useful life, any specifically-identified issues associated with the wiring must be corrected prior to lease.
- Wall switch-controlled Energy Star rated overhead lighting is required in all rooms.
- Each bedroom and hallway, etc. must have, as required by Code (local, state or Federal) a hard-wired or battery back-up smoke detector.

Heating, Ventilation, and Air Conditioning

- If the unit is not properly insulated, a minimum of R19 insulation must be installed under all living space flooring and a minimum of R-38 insulation must be installed above all living space ceilings.
- If the heating or air conditioning systems do not meet the five (5) year threshold of useful life, they must be replaced with proper-capacity, high efficiency system which are of proper seer capacity of heated and cooled space.

Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- The site must promote greater choice of housing opportunities.
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

Lead-Based Paint

The Lead-Based Paint Regulations described in 24 CFR Part 35 require that lead hazard evaluation and reduction activities be carried out for all single and multi-family residences constructed prior to 1978 that receive HOME Program assistance. Applications for rehabilitation funds for existing buildings constructed prior to 1978 must include a lead hazard evaluation by appropriate lead-certified personnel.

If lead-based paint is present in the unit, the application must also include a detailed lead hazard reduction plan, in accordance with the regulations, and separately identify within the rehabilitation budget, the costs associated with

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

reduction of lead hazards in accordance with the regulation and guidelines.

All HOME program fund allocations are contingent upon the applicant agreeing to complete lead hazard reduction, evidenced by a clearance report performed by appropriate lead-certified personnel. The Cabarrus/Iredell/Rowan HOME Consortium permits use of HOME funds for lead-based paint testing, assessment, abatement and clearance report. In a multi-family project where HOME Program funds will be used for only a portion of the units, lead-based paint requirements apply to ALL units and common areas in the project.

Accessibility

- All housing must meet the accessibility requirements in 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities.

Disaster Mitigation

- Where relevant, the Cabarrus/Iredell/Rowan HOME Consortium requires housing to be improved to mitigate the impact of potential disasters (e.g., earthquake, hurricanes, flooding, and wildfires) in accordance with State and local codes, ordinances, and requirements.

Compliance with State/Local Codes, Ordinances, and Zoning Requirements

- The Cabarrus/Iredell/Rowan HOME Consortium standards require that rehabilitated housing meet all applicable State and local codes, ordinances, and requirements or, in the absence of a State or local building code, the International Existing Building Code of the International Code Council.

Uniform Physical Condition Standards

- The Cabarrus/Iredell/Rowan HOME Consortium will use the Uniform Physical Conditions Standards (UPCS), HUD’s prescribed physical inspection procedures. UPCS requires that upon completion, all HOME assisted projects and units will be decent, safe, sanitary and in good repair.

Capital Needs Assessments

- For multifamily rental housing projects of 26 or more total units, the Consortium Members will determine all work to be performed on the rehabilitation of the housing and the long-term physical needs of the project through a capital needs assessment.

Construction Documents and Cost Estimates

- The City of Concord’s staff will ensure that work to be undertaken meets the Cabarrus/Iredell/Rowan HOME Consortium rehabilitation standards. The construction documents (i.e., written scope of work to be performed) must be in sufficient detail to establish the basis for a uniform inspection of the housing to determine compliance with the Consortium Members’ standards. The Consortium Members will review and approve a written cost estimate for rehabilitation after determining that costs are reasonable.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Frequency of Inspection

- The Consortium Members must conduct an initial property inspection to identify the deficiencies that must be addressed. The Consortium Members' and the City of Concord's inspectors will conduct progress and final inspections to determine that work was done in accordance with work write-ups.
- All other existing housing that is acquired with HOME assistance for rental housing must meet the rehabilitation property standards requirements.
- The Consortium Members will document compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the property does not meet these standards, HOME funds will not be used to acquire the property unless it is rehabilitated to meet the standards.
- The Consortium Members will adhere to the following guidelines:
 - On-site inspections will be performed within one (1) year following project completion and every one to three (3) years during the affordability period.
 - Property owners must annually certify to the Consortium Members that each building and all HOME assisted units in the project are suitable for occupancy.
 - For projects with one (1) to four (4) HOME assisted units, 100% of the HOME assisted units will be inspected for site, building exterior, building systems, and common areas for each building that houses HOME assisted units.

Downpayment Assistance

- Existing housing acquired for homeownership, using down payment assistance, must be decent, safe, sanitary, and in good repair using the Consortium Members' established standards or HUD's UPCS, whichever is more stringent.
- The Consortium Members' inspector will inspect the housing and document this compliance based upon an inspection conducted no earlier than 90 days before the commitment of HOME assistance. If the property does not meet these standards, HOME funds will not be used to acquire the property unless it is rehabilitated to meet the standards.

Ongoing Property Condition Standards for Rental Housing

- As with all other types of HOME assisted housing, the Consortium Members' established construction standards will be used to ensure that owners of all rental housing maintain the housing as safe, decent, sanitary and in good repair throughout the affordability period.

Inspection Procedures

- The Consortium Members will establish written inspection procedures. The procedures must include detailed inspection checklists, description of how and by whom inspections will be carried out, and procedures for training and certifying qualified inspectors. The procedures must also describe how frequently the property will be inspected.

Contractor Procurement

The Consortium Members must require all subrecipients to obtain a minimum of two (2) bids on planned repairs, based on the preliminary work write-up prepared by the municipality, county code enforcement or the Consortium Members' inspector. Bids are to be returned on the specific due date. Subrecipient staff will record the total amount

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

of the bid and the date and time the bid was received. The subrecipient will evaluate the bid documents to determine which bids are eligible. Bids are considered eligible when the following conditions are met:

- The submitting contractor currently meets all program requirements and is not debarred or suspended from participating in the HOME Owner-Occupied Rehabilitation Program.
- The contractor is not currently on probation, suspended or debarred by the state licensure board.
- The total dollar amount of the bid is within 10% of the total cost listed on the initial work write-up prepared for or by the Consortium Member.

Compliance and Monitoring

During the course of a project, monitoring shall be implemented through periodic on-site visits so that any problems that may occur will be resolved as soon as possible. The goal of monitoring is to assist and support recipients in complying with applicable State, Federal, and Local requirements and in implementing their project activities in a timely manner.

The Consortium Members are required to maintain complete financial and program files and to comply with program reporting requirements. Recipients must also provide citizens with reasonable access to records pertaining to the use of funds.

Technical Assistance Visit: A technical assistance visit is an informal visit. The intent of this meeting is to share information that will enable the Consortium Members to meet the various State and Federal requirements for their grant. A technical assistance visit could consist of explanations of project start-up requirements and the establishment of program files. The Consortium Members must demonstrate compliance with applicable regulations and document this by maintaining accurate and complete records and files. The filing system must provide a historical account of The Consortium Members' activities, be easy to use, and centrally located.

Monitoring Visit: A monitoring visit is more formal than a technical assistance visit. The monitoring visit is utilized to determine if the project is being conducted in compliance with applicable Federal and State laws and requirements. The review also determines The Consortium Members' ability to implement the program in a timely manner.

The monitoring visit consists of a review of project files, records and documentation, and may include a visit to the project site. The Consortium Members should have all records, files, and documentation available for review at the monitoring visit. If other public agencies, attorneys, or consultants have assisted in program implementations, these records must be available for review at the locality for the monitoring visit. Failure to produce such records upon request will result in issuance of either a program "concern" or "finding" of non-compliance, and will jeopardize the organization's eligibility for future HOME project funding. The issuance of a program "concern" or "finding" may, at the discretion of the City of Concord's staff, result in recapture of funds provided by the Cabarrus/Iredell/Rowan HOME Consortium.

Project Completion Deadline and Terminated Projects

As required in 24 CFR §92.205(e), the City of Concord's staff must be able to execute a written agreement with the Consortium Members for the project within 12 months of July 1 of the year in which funding is awarded. The Consortium Members must typically be able to complete the project and expend all funds within two (2) years of the execution of the written agreement.

When HOME funds are expended for projects that are terminated before completion, for whatever reason, the HOME funds that have been expended are ineligible and must be repaid. The Consortium Members must terminate any project that does not meet the HOME requirements for affordable housing (i.e., affordability provisions, income targeting, property standards, etc.) and repay HOME funds that are expended for the project.

Corrective and Remedial Actions

The inability to properly execute the terms of the contract and/or maintain records in the prescribed manner may result in a finding that the Consortium Member has failed to meet the applicable requirement of the contract. Remedial actions may include technical assistance to bring the project into compliance, or recapture of HOME funds.

HOME-assisted Development Projects must meet the following standards:

- **New construction:** New construction is required to meet all state and local codes and ordinances plus the Model Energy Code and all Handicapped Accessibility requirements. While new single-family homes are not required to comply with Section 504 accessibility standards, if the applicant for the housing is disabled, the home must meet their accessibility needs. Where it is practical to do so, new single-family homes should be constructed to be accessed by a person with mobility impairments and adaptable to the needs of future residents seeking to age in place. New construction of rental housing must meet HOME site and neighborhood standards, as described below.
- **Acquisition (no rehabilitation):** Acquired housing must meet applicable state and local housing quality standards, if relevant standards exist, including lead-based paint hazard requirements. If none exist, then acquired housing must comply with Section 8 Housing Quality Standards.

Construction contracts and construction documents must be provided in adequate detail and reviewed by The Consortium Members to ensure that the documents address minimum housing and property standards, as well as city and/or state code requirements. Applicants must also provide written cost estimates prior to execution of construction contracts to ensure that costs are reasonable.

Section 504 Barrier Removal Standards for Multifamily Housing

For new construction of rental or owner-occupied multifamily projects of four or more units, a minimum of 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2%, at a minimum, of the units (but not less than one unit) must be accessible to individuals with sensory impairments. The total number of units in a HOME-assisted project, regardless of whether they are all HOME-assisted, is used as the basis for determining the minimum number of accessible units. Also, in a project where not all the units are HOME-assisted, the accessible units may be either HOME-assisted or non- HOME-assisted. The standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards, although deviations are permitted in specific circumstances. Accessible units must be, to the maximum extent feasible, distributed throughout the projects and sites and must be available in a sufficient range of sizes and amenities so as not to limit choice.

Owners and managers of projects with accessible units must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps. They must also take reasonable non-discriminatory steps to maximize use of such units by eligible individuals. When an accessible unit becomes vacant, before offering the unit to a non-handicapped individual, the owner/manager should offer the unit first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features.

Prevailing Wages and Labor Standards Requirements

Labor standards requirements may impact the cost of construction work and should be factored in during the development of the project budget. The labor standards processes may require additional reporting and documentation during construction. Monitoring for compliance with labor standards requirements will be performed by The Consortium Members.

Applicants should assume that state prevailing wage rates will apply and build the requisite costs into all project development budgets, unless they obtain a determination otherwise from the North Carolina Department of Labor (NCDOL). Applicants are advised to consult with the NCDOL and/or private legal counsel prior to applying for funding to determine whether prevailing wages must be paid and, if so, whether commercial or residential rates apply.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

If an applicant receives a loan that is incurring interest, is not forgivable, and is required to be repaid in full, such loan in and of itself is not expected to trigger a requirement that prevailing wages be paid on the project. However, if the applicant is receiving other public funds and/or is a public entity (e.g., housing authority), it may be required to pay state prevailing wages on the project. A definitive determination regarding the applicability of state Prevailing Wage law can only be obtained from the NCDOL.

Federal Davis Bacon prevailing wages apply to all projects with 12 or more HOME-assisted units regardless of whether HOME funds were used for construction or other projects costs. When triggered, Davis Bacon wages apply to the entire project. When federal funds trigger prevailing wages determined under the Davis-Bacon Act in a project, the higher of either the State Residential Prevailing Wage Rates (unless modified as stated below) or Davis- Bacon wage rates will apply to each job classification, unless applicable law requires otherwise. In cases where Davis-Bacon wages are triggered, Davis-Bacon monitoring procedures are followed.

Related Acts:

- The Contract Work Hours and Safety Standards Act (CWHSSA) requires contractors and subcontractors to pay laborers and mechanics one and one-half(1.5) times their standard rate of pay for all hours worked in excess of 40 hours in a workweek.
- The Copeland Anti-Kickback Act prohibits a contractor or subcontractor from coercing an employee into giving up any part of their earned wages.

Debarred Contractors

Prior to entering into a contract with contractor or subcontractor, the applicant must verify that they are not listed in the Federal publication of debarred, suspended and ineligible contractors. HOME funds may not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of a contractor during a period of debarment, suspension, or ineligibility.

Section 3 Economic Opportunity

Section 3 requirements apply to recipients of Housing and/or Community Development Assistance exceeding \$200,000 combined from all sources in any one year, per 24 CFR §135. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction. All contractors or subcontractors that receive covered contracts in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3. The purpose of Section 3 to ensure that employment (e.g., new hires) and other economic opportunities generated by this HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Affordability Period

At a minimum, all projects must comply with the following HOME affordability periods, during which HOME regulations apply:

- New construction: 20 years
- New construction of homeownership housing or acquisition of rental housing:
 - HOME investment of less than \$15,000 per unit: 5 years
 - HOME investment of \$15,000 - \$40,000 per unit: 10 years
 - HOME investment of more than \$40,000 per unit: 15 years

For new construction of rental housing, an extended Consortium affordability period of a minimum of 20 years applies and begins upon project completion and runs concurrently with the HOME affordability period. HOME regulations do not apply after the HOME affordability expires, but the project must still comply with local affordability requirements as established by the Consortium throughout the Consortium affordability period.

Site Control

Site control is typically required at the time of application for development projects. Site control documentation includes the following: a deed of trust, current option, current purchase and sale agreement, a current title report showing the entity holding fee simple title, an executed lease agreement for the length of the commitment to serve low-income households, or an executed disposition or development agreement.

Phase 1 Environmental Site Assessment

Development projects must provide a Phase 1 Environmental Site Assessment (ESA) at the time of application to ensure that any environmental hazards are recognized and mitigated. The Phase I ESA should be prepared in accordance with the requirements of ASTM E-1527 “Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process,” and must clearly document compliance with 24 CFR 58.5(i)(2) or 50.3(i). Each assessment will include limited surveys of lead-based paint, asbestos, mold, and wetlands as applicable. If any hazards are identified, they will be abated or mitigated before occupancy. The Phase I ESA must be dated six months or less from the due date of the Consortium application. If, at the time that the Consortium Member undertakes the federal Environmental Review, the Phase I ESA is more than six months old, an update will be required. If the Phase I ESA is more than a year old at the time that the Consortium Member undertakes the federal Environmental Review, a new Phase I ESA must be completed. Development projects must also meet state requirements under the State Environmental Policy Act (SEPA) and federal environmental review requirements under the National Environmental Policy Act (NEPA) as applicable.

Relocation

HOME-funded projects are subject to relocation requirements contained in the Uniform Relocation Act (URA) and, in some cases, Section 104(d) of the Housing and Community Development Act (also known as the Barney Frank Amendments). URA relocation requirements are triggered whenever displacement occurs as a direct result of rehabilitation, demolition or acquisition of a HOME-assisted project. Displacement includes residential and commercial tenants and owners. More information is available in HUD Handbooks 1378 and 1374.

As a practical matter, the Cabarrus/Iredell/Rowan HOME Consortium discourages applications that involve permanent displacement because of the impact on residents, the cost, and the delay.

Subsidy Layering and Underwriting Guidelines

The Consortium must determine that no more than the necessary and allowable amount of HOME funds (in combination with other governmental funds), are invested in projects. The procedure for making this determination is the layering review.

The layering review will be conducted for those projects that include state or other public funds. It will take place as part of the review of applications for funding and again at the time of funding commitment. The review will consider the sources and uses of funds proposed for a project, the reasonableness of project development costs, the proposed project operating costs, and the amount of cash flow generated over time.

Subsidy layering also applies to homebuyer units with multiple government funding awards.

Before committing funds to a project, the Consortium Members must evaluate the project in accordance with the following guidelines that determine a reasonable level of profit or return on the owner's or developer's investment in a project.

- **Reasonable Costs:**
 - Rental Development Projects: Rental development project costs are considered reasonable if they are within the Total Development Cost (TDC) Limits set by the North Carolina Housing Finance Agency. If the project exceeds these limits, the owner or developer will be required to submit a waiver request that identifies project characteristics that create cost levels above these limits.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- Homebuyer Projects: No housing purchase value, constructed or after-rehabilitation, may exceed 95 percent of the median purchase price of owner-occupied homes or exceed the maximum per unit HOME investment value.
- ***Debt Coverage Ratio for Rental Projects:*** Projects must have an overall Debt Coverage Ratio (DCR) that provides a cushion against risk that may result from unforeseen circumstances, including higher than anticipated vacancy rates. Deferred loans are not considered in the DCR calculation during the deferral period, only the year when they become due and payable. The annual contributions to operating and replacement reserves must be included in the operating expenses when calculating the DCR. Projects should have an overall DCR of at least 1.10:1. The Consortium Members reserve the right, during contract development, to direct the use of excess cash flow when a project has an overall DCR greater than 1.20:1.
- ***Developer Fee:*** A reasonable maximum developer fee is ten percent (10%). For projects serving homeless, special needs populations or with 12 or fewer units, a reasonable developer fee is 15 percent (15%).
- ***Project Contingencies:*** If a Consortium Member is providing funds for construction of housing, a 10% contingency for new construction is required, with the right to request an exception, if needed.
- ***Market Demand:*** Applicants must, at a minimum, describe efforts to identify properties that are within the proposed project's market area and are available to the target population. A third-party market study must accompany the application if the project involves low-income housing tax credits or if another funder requires a market study. Market studies are not required for the following projects:
 - Projects for persons with Developmental Disabilities (DD)
 - Projects for persons with chronic mental illness (CMI)
 - Projects for homeless persons
 - Domestic violence (DV) projects
 - Special needs projects for persons with chronic substance abuse issues combined with homelessness and/or other conditions requiring intensive support servicesIf the project does not meet any of the above criteria, a market study is required. The market study must be submitted with an application for funding if the applicant has site control. If site control has not been obtained, the market study must be submitted upon receipt of site control.
- ***Vacancy Rates:*** Applicants should use a 5% residential vacancy rate for rental projects and a 10% non-residential vacancy rate when preparing their operating pro forma. Exceptions will be allowed if adequate justification is provided, such as in the case of very small or special needs projects.

Anti-Predatory Lending Policy

The Cabarrus/Iredell/Rowan HOME Consortium supports the expansion of affordable and equitable homeownership, and recognizes that predatory lending practices are inconsistent with advancing homeownership. To discourage predatory lending practices, the Cabarrus/Iredell/Rowan HOME Consortium established this Anti-Predatory Lending Mortgage Policy (the "Policy").

A residential mortgage loan is ineligible for funding from the Consortium's HOME Investment Partnerships Program if it does not comply with all applicable federal, state and local predatory lending laws and other laws designed to prevent unfair or abusive lending practices (collectively, "Anti-Predatory Lending Laws"). Neither the Consortium Members, nor any of its funded subrecipients or CHDOs, will knowingly fund a Mortgage Loan that involves any of the following practices or characteristics:

- Requiring the borrower to obtain prepaid, single-premium credit life, credit disability, credit unemployment, or other similar credit insurance as a condition of the loan;
- Including in loan documents a mandatory arbitration provision with respect to dispute resolution;
- Charging prepayment penalties for paying off a loan;
- Lending without regard to a borrower's ability to make payments on the mortgage;
- Loans which violate the Home Ownership and Equity Protection Act of 1994 and its implementing regulations

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

(collectively, “HOEPA Requirements”) or other Anti-Predatory Lending Laws;

- Loans that are ineligible for inclusion in a structured finance transaction due to a rating agency's determination that it cannot rate a transaction which includes such loans;
- Loans where the terms of , or practices in connection with, such loans do not comply with the provisions of Regulation Z (12 CFR Part 226) relating to Higher-priced Mortgage Loans; or
- Loans that fail to comply with any requirement of the MPF Program relating to predatory lending, including with limitation, Section 2.6 of the MPF Origination Guide.

Costs Associated with the Administration of Development Projects

The Consortium Members incur the costs associated with the oversight and administration of individual development projects, including both those that occur during the development phase (e.g., environmental review, underwriting, subsidy layering analysis, loan processing, and construction inspection/oversight) and those that occur during the affordability periods (e.g., monitoring and inspections). The Consortium Members may charge these costs to individual projects.

The costs incurred during the development phase will be included in the project’s per-unit subsidy and match calculations, but they will not be included in any indebtedness incurred by The Consortium Members and thus are not included in the loan amount.

Costs incurred during the affordability periods will be charged as they are incurred by The Consortium Members. The Consortium Members must include the estimated monitoring costs as an allowable operating expense in their operating budget for the project.

Definition of Income

HUD’s “Technical Guide for Determining Income and Allowances for the HOME Program” provides the method by which income for HOME-assisted projects must be calculated. Applicants must use HUD’s "CPD Income Eligibility Calculator" to determine eligibility and document records. See <https://www.onecpd.info/incomecalculator/>

- For HOME Rental Housing projects and for new construction of owner-occupied housing using HOME funds,, annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period, as defined in 24 CFR Part 5 (Part 5 annual income). This is called the “Section 8 income determination method.” For rental projects, initial income must be verified using source documentation. Income must be recertified annually and source documentation obtained every six years.

Mixed-Use Projects

The Cabarrus/Iredell/Rowan Home Consortium funds may be used in developing missed-use structures that contain residential and other uses (i.e., retail space, commercial office space, spaces for the provision of services). The inclusion of non-residential spaces for the exclusive use of the residents does not create a mixed-use project. Residential spaces include common area, corridors, stairways, laundry areas, storage areas, office space for management of the building, entry ways and lobbies.

HOME funds may only be used for costs associated with the residential portion of the building. The costs must represent a portion of the total development cost that does not exceed the proportion of residential space in the entire project.

Lease-Purchase Programs

The Consortium Members also have the option of administering a lease-purchase program to assist potential low-income households that may need additional time and resources to purchase an existing home or for housing to be constructed. The housing must be purchased by a first-time homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within 42 months after project completion. The Consortium Members must have lease-purchase policies and procedures and state that the Consortium Member will undertake lease-purchase programs in the Consolidated Plan.

V. COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOs)

Overview

A Community Housing Development Organization (CHDO) is a private non-profit, community-based service organization that has significant capacity and whose primary purpose is to develop affordable housing for the community it serves.

HOME regulations require a 15% set-aside of the Cabarrus/Iredell/Rowan HOME Consortium (herein referred to as the Consortium) annual HOME allocation exclusively for qualified, eligible CHDO projects. Once an organization becomes a certified CHDO, it is eligible to take advantage of the HOME funds set-aside and financial support for a portion of the CHDO's operating expenses. The City of Concord will review and re-certify a CHDO's eligibility prior to the commitment of CHDO development set-aside funds.

Requirements for CHDO Certification

In keeping with the U.S. Department of Housing and Urban Development (HUD), The Consortium has established eleven (11) criteria for becoming a certified CHDO:

1. **Organized Under State/Local Law.** A nonprofit organization must show evidence in its Articles of Incorporation that it is organized under state or local law.
2. **Nonprofit Status.** The organization must be conditionally designated or have a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c) of the Internal Revenue Code of 1986. A 501(c) certificate from the IRS must evidence the ruling.
3. **Purpose or Mission.** Among its primary purposes, the organization must have the provision of providing housing that is affordable to low- and moderate-income people. This must be evidenced by a statement in the organization's Articles of Incorporation and/or Bylaws.
4. **Board Structure.** The board of directors must be organized to contain no more than one-third representation from the public sector and a minimum of one-third representation from the low-income community.
5. **Prohibition of For-Profit Control.** The organization may not be controlled by, nor receive directions from, individuals or entities seeking profit from or that will derive direct benefit from the organization.
6. **No Individual Benefit.** No part of a CHDO's net earnings (profits) may benefit any members, founders, contributors, or individuals. This requirement must also be evidenced in the organization's Articles of Incorporation.
7. **Clearly Defined Service Area.** The organization must have a clearly defined geographic service area outlined in its Articles of Incorporation and/or Bylaws. CHDOs may serve individual neighborhoods or large areas. However, while the organization may include an entire community in their service area (such as a city, town, village, county, or multi-county area), they may not include their entire state.
8. **Low-Income Advisory Process.** A formal process must be developed and implemented for low-income program beneficiaries and low-income residents of the CHDO's service area to advise the CHDO in all its decisions regarding the design, location, development and management of affordable housing projects.
9. **Capacity/Experience.** The key staff and board of directors must have demonstrated experience and capacity to carry out HOME-assisted projects in its service area. At least one paid staff member must have demonstrated development experience.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

10. Community Service. Organizations applying for CHDO certification must have a minimum of one year of related experience serving the community where it intends to develop affordable housing.
11. Financial Accountability Standards. The organization must meet and adhere to the financial accountability standards as outlined in 24 CFR 84.21, "Standards for Financial Management Systems."

CHDO Organizational Structure Requirements

The HOME Program establishes requirements for the organizational structure of a CHDO to ensure that the governing body of the organization is representative of the community it serves. These requirements are designed to ensure that the CHDO is capable of decisions and actions that address the community's needs without undue influence from external agendas.

There are four specific requirements related to the CHDO board of directors, which must be evidenced in the organization's Articles of Incorporation and/or Bylaws. These are:

1. Low Income Representation. At least one-third of the organization's board must be representatives of the low-income community served by the CHDO. There are three (3) ways a board member can meet the definition of a low-income representative:
 - The person lives in a low-income neighborhood where 51% or more of the residents are low-income. This person does not necessarily need to be low-income; or
 - The person is a low-income (below 80% area median income) resident of the community; or
 - The person was elected by a low-income neighborhood organization to serve on the CHDO board. The organization must be composed primarily of residents of the low-income neighborhood and its primary purpose must be to serve the interests of the neighborhood residents. Such organizations might include block groups, neighborhood associations, and neighborhood watch groups.

The CHDO is required to certify the status of low-income representatives.

2. Public Sector Limitations. No more than one-third of the organization's board may be representatives of the public sector, including elected public officials, appointees of a public official or any employees. If a person qualifies as a low-income representative and a public sector representative, their role as a public sector representative supersedes their residency or income status. Therefore, this person counts toward the one-third public sector limitation.
3. Low-Income Advisory Process. Input from the low-income community is not met solely by having low-income representation on the board. The CHDO must provide a formal process for low-income program beneficiaries to advise the CHDO on design, location of sites, development and management of affordable housing. The process must be described in writing in the Articles of Incorporation and/or Bylaws. Each project undertaken by the CHDO should allow potential program beneficiaries to be involved and provide input on the entire project from project concept, design and site location to property management. One way to accomplish this requirement is to develop a project advisory committee for each project or community where a HOME assisted project will be developed. Proof of input from the low-income community will be required at the CHDO's annual recertification.
4. For-Profit Limitations. If a CHDO is sponsored by a for-profit entity, the for-profit may not appoint more than one-third of the board. The board members appointed by the for-profit may not appoint the remaining two-third of the board members.

Experience and Capacity Requirements

CHDOs must demonstrate that their key staff and board of directors have the *relevant* experience necessary to perform the HOME-assisted activities they plan to undertake. CHDOs must provide resumes of key staff members that describe their experience with successfully completing projects in comparison with proposed projects.

- α. Requirements: The Consortium may not commit annual HOME funds to a CHDO for development activities unless the Consortium has determined that the CHDO has staff with demonstrated development experience. The Consortium must ensure that the current CHDO staff has experience developing projects of the same size, scope and level of complexity as the activities for which HOME funds are being committed. CHDO staff is defined as paid employees responsible for the day-to-day operations of the CHDO. Staff does not include volunteers, board members, or consultants (except for consultants engaged during a CHDO's first year of operation).
- β. Paid Staff: A person whose salary, payroll taxes, and unemployment insurance are paid by the organization and from whom the organization withholds payroll and income taxes is considered paid staff. Paid staff may be full or part-time depending on the needs of the project.
- γ. Use of Consultants: During the first year of a CHDO's operation, a consultant may be used to meet the staff requirement. However, the consultant must also train staff in housing development and management to ensure capacity is established after the first year.
- δ. Applicability to the Consortium Activities: This requirement applies to all commitments of CHDO set-aside funds made from the Consortium's annual HOME allocation in which the CHDO is acting as the developer.
- ε. HUD Implementation: Any time the Consortium sub-grants HOME funds from its annual CHDO set-aside fund to a CHDO for a project, the Consortium will certify in IDIS that it has carefully evaluated the development capacity of the CHDO staff and has determined that the CHDO staff has the knowledge, skills, and experience necessary to undertake eligible CHDO set-aside projects.

To ensure compliance with the HOME regulations, the recertification process will apply to CHDOs with active development projects including those under development and within the affordability period. Each CHDO will be required to submit specific information to City on an annual basis in conjunction with annual monitoring and compliance audits, including, but not limited to:

- The response to questions, numbered exhibits, and attachments listed in the City of Concord's CHDO certification application
- An updated **three-year** business plan and a description of how the low-income advisory process was implemented. If no HOME funds were used within the reporting period, a detailed description of all other affordable housing initiatives undertaken will be requested.

Recertification will be required annually when the City of Concord's staff monitors the CHDO for compliance. The CHDO must recertify as to its continued qualifications as a CHDO and its capacity to own, sponsor, or develop housing.

CHDOs that have not been allocated project funds from the HOME CHDO set-aside for three (3) consecutive years will be deemed inactive. At its discretion, the City may revoke the designation of inactive CHDOs based upon a review of other non-CHDO housing activities the organization has undertaken (if any), as well as other factors deemed appropriate by City.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Financial Accountability

CHDOs must have financial accountability standards that conform to the requirements detailed in 2 CFR 200-Subpart D, "Standards for Financial and Program Management." This can be evidenced by:

- ϕ. A notarized statement by the president or chief financial officer of the organization.
- γ. Certification from a certified public accountant.
- η. Audit completed by CPA.

CHDO Service Area

CHDOs must demonstrate a history of serving the community where the HOME assisted housing will be located. The Consortium requires that organizations show a history of serving the community by providing:

- ι. A statement that documents at least one (1) year of experience serving one or more communities within the three-county area (Cabarrus, Iredell and Rowan Counties).
- ϕ. For newly created organizations, provide a statement that the parent organization (if applicable) has at least one (1) year experience serving the community.

CHDOs will be required to provide updates and documentation on how it is ensuring that it is active and visible in the communities included in its service area.

CHDO Development Set-Aside

HOME regulations (24 CFR Part 92.300) require the Consortium to set aside at least 15% of its annual HOME allocation for projects owned, developed or sponsored by CHDOs. A certified CHDO must serve as the owner, developer, or sponsor of a HOME-eligible project when using funds from the 15% CHDO set-aside. A CHDO may serve in one of these roles or it may undertake projects in which it combines roles, such as being both an owner and developer.

Eligible and Ineligible Uses of HOME CHDO Set-Aside Funds

Eligible Activities-Owners, Sponsors and Developers

Using the **15%** set-aside, a CHDO acting as an owner, sponsor, or developer may undertake any of the following activities:

- Acquisition and/or rehabilitation of rental property;
- New construction of rental housing;
- Acquisition, rehabilitation and resale of existing, vacant homebuyer property;
- New construction of homebuyer property;
- Direct financial assistance to purchasers of HOME-assisted housing developed by a
- CHDO with HOME CHDO set-aside funds.

Please note that to be considered a CHDO-eligible project, CHDO set-aside HOME funds must be used during the construction or rehabilitation of the project.

Ineligible CHDO Activities

Using the **15%** set-aside, a CHDO may not undertake any of the following activities:

- Rehabilitation of existing homeowners' properties;
- Tenant-based rental assistance (TBRA); or

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- Down payment and/or closing cost assistance to purchasers of housing not developed with HOME CHDO set-aside funds.

Eligible Activities-Subrecipients

CHDOs may also act as subrecipients with non-set-aside funds by undertaking other HOME- eligible activities such as:

- Tenant-Based Rental Assistance (TBRA);
- Owner-occupied rehabilitation of single-family dwellings; and
- Down payment or closing cost assistance in the acquisition of single-family units.

Optional Operating Expenses

From time to time, funds may be available to provide general operating assistance to CHDOs receiving CHDO set-aside funds for activities. When funds are available, certified CHDOs that are administering an eligible project funded from the CHDO set-aside may be eligible to receive funds to be used for operating expenses. The regulations allow the City to allocate no more than **5%** of its HOME allocation for CHDO operating expenses (Operating Assistance Grants). However, the City reserves the right to further restrict the amount of funds an entity may receive for CHDO operating funds. This allocation does not count toward the required **15%** CHDO set- aside funds that are to be used by CHDOs for projects.

The amount of the optional Operating Assistance Grants awarded will be based on, but not limited to, the following factors:

1. The total amount of HOME funds City has available to allocate for reimbursable CHDO operating expenses;
2. The anticipated completion date and size of your current CHDO set-aside project(s);and
3. The CHDO's past performance as a CHDO developer.
4. The CHDO's capacity to complete the project in a timely manner.
5. The ability of the CHDO to retain CHDO proceeds.

The City will allocate Operating Assistance Grants on annually. Operating Assistance Grants will be provided on a fiscal year basis (October 1 – September 30) provided funds are available and the CHDO has demonstrated acceptable performance.

Although the disbursement of CHDO operating funds is not tied directly to the drawdown of the CHDO project funds, the City of Concord reserves the right to delay disbursement of operating funds if it is evident that the CHDO project is experiencing excessive delays.

The City of Concord reserves the right to reduce the amount of, or not award, operating funds based upon its evaluation of the CHDO's production and overall performance.

Eligible operating expenses for which CHDOs may use operating funds include:

- Salaries, wages, benefits, and other employee compensation
- Employee education, training and travel
- Rent and utilities
- Communication costs
- Taxes and insurance
- Equipment, materials and supplies

Because the purpose of providing CHDO operating support is to nurture successful CHDOs and ensure their continued growth and success, the City will periodically evaluate the performance of any CHDO wishing to receive CHDO operating funds.

Program Income

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

All income derived from the Consortium's approved and funded projects must be used to further the goal of improving the availability and quality of low-income housing in the Santee-Lynches region.

Proceeds generated from the investment of CHDO set-aside funds in a HOME-eligible project and that are retained by the CHDO **are not** subject to the requirements of HOME regulations, *except in the event of repayment or recapture*. Therefore, CHDO proceeds have no federal identity and are not subject to lead-based paint requirements, the Davis-Bacon Act, Uniform Relocation Act, etc. Once CHDO proceeds are used, there is no further HOME requirements which must be met. **Funds generated from the use of CHDO proceeds are not CHDO proceeds.**

If a CHDO is acting as a subrecipient, the funds generated from HOME-assisted activities are program income and are subject to the Consortium's program income requirements. In regard to administrative fees and CHDO proceeds, during the initial realization of CHDO proceeds, a CHDO may retain 10% for administrative costs. Thereafter, each time CHDO proceeds are realized, 20% may be retained for administrative purposes.

Unlike CHDO proceeds, program income earned for subrecipient projects never loses its federal identity and is always subject to HOME regulations. HOME funds that are a result of **repayment or recapture** are always considered program income, even if originally funded from the CHDO set-aside. **Repayment** occurs when a HOME-funded project, including CHDO set-aside, does not continue to be the principal residence of the HOME-assisted homebuyer for the full affordability period. No administrative fees may be retained on repaid or recaptured funds.

Income earned by CHDOs from THE CONSORTIUM MEMBERS-funded projects may be used in the following ways:

- a) Short-term new home construction or acquisition loans to qualified buyers.
- b) Maintenance and upkeep of the buildings, taxes, insurance, and other documented direct costs for low to moderate-income apartment complexes funded in whole or in part by HOME funds.

CHDO Procurement

As noted in HUD CPD Notice 97-11, CHDO organizations are not subject to the requirements of 2 CFR, Part 200 in regard to the procurement of goods and services. However, the City strongly encourages organizations to ensure that costs are reasonable and equitable. This exemption is only applicable to procurement associated with CHDO-eligible projects; CHDOs must still follow appropriate procurement procedures compliant with Part 200 for its non-CHDO projects. City may request a copy of the CHDO's procurement policy for any non-CHDO project funding proposals.

Effective Period of CHDO Certification

To maintain its CHDO certification, the CHDO must submit at least **30** days prior to its annual compliance and monitoring audit a copy of the most recent audit financial statements along with all required attachments listed in the City's CHDO Certification Application, which is attached to this manual as **Exhibit "A" – City CHDO Application**. If the CHDO fails to submit the recertification packet, the CHDO may no longer qualify as a CHDO. Prior to awarding any City CHDO funds, the CHDO must recertify that no changes have occurred within the agency that would disqualify the entity as a CHDO for the specific type of activity being undertaken.

How to Apply for CHDO Certification

Complete the City's CHDO Certification Application including all requested attachments, documentation, and forms. The applicant has **30** days to respond to any request for additional information. If information is not received within **30** days, the CHDO certification application will be denied.

Probation/Suspension of CHDOs

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Should a Cabarrus/Iredell/Rowan HOME Consortium-approved CHDO fail to achieve its stated objectives in using funds provided through the HOME Consortium, the City of Concord's staff may place the CHDO on probation. CHDOs on probation may not apply for new funds from the Consortium until their probationary status is lifted. The Consortium will provide any CHDO identified for probation with opportunity to respond in writing prior to placement on probation. The City of Concord's staff will provide notice in writing to the CHDO of placement on probation, as well as any subsequent decisions taken regarding the CHDO's probationary status.

The period of probation shall be determined by the Cabarrus/Iredell/Rowan HOME Consortium's Board and will be re-evaluated annually. The factors that will be used to consider removal of a CHDO from probation are:

1. Successful completion of any delinquent projects funded by the Consortium.
2. Demonstrated changes in the CHDO's policies or structure to address stated deficiencies.
3. Overall responsiveness of the CHDO to the Consortium Members or the City of Concord's staff.
4. Initiative taken to obtain technical assistance and training provided by HUD and/or the City of Concord's staff.

VI. DEVELOPMENT OF HOMEOWNERSHIP HOUSING

The Cabarrus/Iredell/Rowan HOME Consortium may fund the development of homeownership units for first-time homebuyers.

Please refer to the section entitled “General Policies and Procedures for Development Projects” for information related to:

- α. Applicant Standards
- β. Eligible Development Costs
- γ. Appraisal and Real Property Acquisition
- δ. Minimum Property Standards
- ε. Section 504 Barrier Removal Standards for Multifamily Housing
- φ. Prevailing Wage and Labor Requirements
- γ. Debarred Contractors
- η. Section 3 Economic Opportunity
- ι. Affordability Period
- φ. Site Control
- κ. Phase 1 Environmental Site Assessment
- λ. Relocation
- μ. Subsidy Layering and Underwriting Guidelines
- ν. Costs Associated with the Administration of Development Projects
- ο. Definition of Income
- π. Use of Combined Funders Application

Project Eligibility

- Eligible Activities
 - Activities allowed with the use of Consortium HOME funds are activities that support the development of affordable homes for first-time homebuyers and that address the needs identified in the Consolidated Plan.
- New Construction:
 - ο Financial assistance provided for the construction of affordable housing units for first-time homebuyers.
- Eligible Properties
 - Properties eligible for HOME development assistance must serve as the purchaser’s principal residence throughout the period of affordability.
 - Property types:
 - ο Single-family dwelling
 - ο Condominium
 - ο Manufactured Home
- b. Eligible homeownership types
 - Fee simple title to the property
 - Own a condominium
 - Housing located on land owned by a community land trust, for at least 50 years
 - Manufactured housing on a ground lease that is at least equal to the applicable affordability period.
- c. Homebuyer Eligibility
 - First time home buyer: Applicant must not have owned a home during the previous 3 years prior to receiving federal funds excluding:

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- A displaced homemaker who owned a home with his or her spouse or resided in a home owned by the spouse.
 - A single parent who owned a home with his or her spouse or resided in a home owned by the spouse.
 - Homebuyer households assisted must have incomes at, or below, 80% of the area median income (AMI).
- d. Maximum Property Value
- For new construction or acquisition of standard housing, to be considered an eligible property, the property must have a purchase price that does not exceed 95% of the median purchase price for single family housing in the area.
 - HUD establishes the median purchase price limits and these limits can be found on its website: <https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>. The Consortium Member will provide current and updated limits but the developer is responsible for confirming maximum property values for each transaction.
- e. Resale Policy

The Cabarrus/Iredell/Rowan HOME Consortium has elected to use a resale methodology for ensuring compliance with HUD homebuyer affordability requirements. The Consortium Member's resale policies and guidelines ensure that the HOME-assisted units remain affordable and owner-occupied over the entire affordability period. Before each HOME-assisted unit purchase, the resale restrictions and affordability period are set forth in a funding agreement and restrictive covenant. Upon sale of the property by the initial homebuyer(s) during the period of affordability, the subsequent homebuyer must be an income-qualified household that will occupy the property as their principal residence. The initial homebuyer must receive net proceeds from the sale that represent a fair return on their investment.

The Homeownership Development Program is designed to provide financial assistance to a developer who agrees to sell homes to income-qualified homebuyers, resulting in a direct benefit to the homeowner households. In this case, HOME funding, known as "Development Subsidy," is provided directly to a developer to assist with or reduce development costs, when the developer agrees to sell homes to income-qualified homebuyers under terms that make the monthly cost of the home affordable to the homebuyer. These funds are not provided directly to the homebuyer, but are a "development subsidy" that enables the homes to be affordable to a low-income homebuyer. This includes HOME assistance that helps to close the gap between the cost of producing the home and the market value of the property (i.e., the development subsidy where the cost of development is higher than that market price of the home), but excludes any additional public funds that will reduce the purchase price from fair market value to an affordable price. When HOME funds are used for the cost of developing a property and the unit is sold below fair market value, the difference between the fair market value and the purchase price is considered to be the HOME subsidy.

Enforcement of Resale Provisions

The resale policy is enforced through the use of a Written Agreement and Restrictive Covenant signed by the homebuyer, and developer if applicable, at or before the closing of escrow account for the sale of the home. The Written Agreement and Restrictive Covenant will specify:

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

1. **Affordability Period.** The resale policy is enforced for the affordability period and is based on the total amount of HOME funds invested in the unit. The typical affordability period for HOME-assisted home purchases is ten years (\$15,000 to \$40,000 of HOME funds) but may be five years if less than \$15,000 or fifteen years if more than \$40,000. If more than one type of funding is used to assist the homebuyer, the home may be subject to multiple affordability periods. Where multiple affordability periods exist in a home, resale of the home will be restricted to the longest period set forth in the Funding Agreement and Restrictive Covenant.
2. **Initial Homebuyer Requirement.** The initial homebuyer must occupy the home as their principal residence, and permanent sublease or renting is not allowable.
3. **Subsequent Homebuyer Requirements and Reasonable Range of Low-Income Homebuyers.** When sold, the home must be made affordable to a reasonable range of low-income households. Affordable is defined as a monthly housing cost for mortgage principal, interest, taxes and insurance of not more than 30% of the gross monthly income for a household between 60% and 80% of the area median income, adjusted for household size.

The initial homebuyer may not sell the home during the affordability period except in a manner that results in a subsequent homeowner who will occupy the home as their principal residence and whose household income is between 60% and 80% of area median income, adjusted for household size. To accomplish this, proceeds from the sale that exceed the fair return on investment will be returned to the HOME account to be used to make the unit affordable for a subsequent homebuyer.

The Consortium Members will verify the subsequent buyer's income eligibility. To determine maximum purchase price paid by the subsequent homebuyer, the Consortium Member will use the HOME affordable homeownership limits for the area provided by HUD in accordance with 24 CFR 92.254(a)(2)(i).

4. **Security.** Any HOME funds invested in housing that does not meet the affordability and resale requirements must be repaid to the Consortium Member. The Consortium Member will secure its financial interest in the affordability requirements through a recorded Restrictive Covenant, a Recoverable Grant Agreement, a Deed of Trust and/or Promissory Note that will ensure repayment in the event that the affordability requirements are not met.

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability.

In the event of foreclosure, the Consortium Member may be at risk of losing its HOME investment in the home and may be required to repay the funds to the HOME Investment Trust Fund Treasury account or the local Consortium Member's account. In order to minimize the Consortium Member's risk for repayment in the event of foreclosure, the Consortium Member will adhere to the following policies:

- a. If the Consortium Member's HOME investment is a development subsidy, the Consortium Member will require the developer to provide other suitable security or assurance that the funds will be repaid to the Consortium Member.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- b. If the Consortium Member's HOME investment assists a homebuyer on property leased from a community land trust, the Consortium Member will require the community land trust to secure the HOME investment with a recorded Restrictive Covenant, Recoverable Grant Agreement, Deed of Trust and/or Promissory secured against the leased land.
- c. If the Consortium Member's HOME investment assists a homebuyer on property not leased from a community land trust, the Consortium Member will require the homebuyer to secure the HOME investment with a recorded Restrictive Covenant, Recoverable Grant Agreement, Deed of Trust and/or Promissory secured against the land.

In the event that the housing does not continue to be the principal residence of the family for the duration of the period of affordability, the housing can be made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence.

- 5. Fair Return to Initial Buyer. A homeowner that sells HOME-assisted homes is provided a fair return on her/his investment. The homeowner that sells a home may receive from sale proceeds their original contribution (down payment), plus amounts paid towards mortgage principal, plus the value of any credit-eligible improvements paid by homeowner plus/less any agreed-upon appreciation/depreciation. The calculation is further described below:
 - a. Cash downpayment. The amount of cash paid by the homebuyer to acquire the property.
 - b. Amount paid to principal. The amount of cash paid by the homebuyer that is credited to principal on a mortgage on the property.
 - c. Capital improvements. The addition of livable space (bedroom, bathroom, finished basement, finished attic space, porch or deck, the addition of a garage (either attached or detached)) shall be considered a Qualified Capital Improvement. In order to receive credit for a Qualified Capital Improvement, the homebuyer must submit to the Consortium Member (or leaseholder if a community land trust), prior to commencing construction, detailed plans, itemization of expected costs and permits for the proposed construction. The Consortium Member (and leaseholder if a community land trust) may agree to the scope of the proposed construction and timeline for completion, in addition to the future affordability of the improvements for subsequent resale to qualified low-income homebuyers. Fifty percent of the value of the qualified Capital Improvements that is agreed to in advance by the Consortium Member (or community land trust) shall qualify as Capital Improvement Credit.
 - d. Capital Systems Replacement. For the purpose of qualifying as a Capital Systems Replacement, the roof, plumbing (excluding fixtures), foundation, electrical (excluding fixtures), heating, sewer line, insulation, or windows, shall be considered Capital Systems if at least fifty percent of the Capital System is replaced and the new Capital System has an expected life-span of at least thirty years. The addition of alternative energy production system(s) shall qualify for credit under this passage. In order to receive a credit for Capital Systems Replacement, the homeowner must consult with the Consortium Member (or community land trust) prior to replacing a Capital System, and an agreement must be reached between the homeowner and Consortium Member (or community land trust) regarding the scope and cost of the proposed replacement.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

The intention of this credit is to encourage and create incentives for homeowners to maintain the functionality of these systems and to increase the quality of energy efficiency, durability and ease of maintenance over time while simultaneously maintaining affordability. Provided all conditions of this paragraph and the agreement between the Consortium Member (or community land trust) and homeowner described herein are met, the following payment schedule shall apply:

If the home sale is less than 10 years from Capital System Replacement, 100 percent of the cost can be credited. If the home sale is between 10 and 20 years from Capital System Replacement, 50 percent of the cost can be credited. Replacement of less than fifty percent of any Capital System will be considered repair and the cost of such a repair will not be eligible for credit under this section.

- e. Appreciation/Depreciation. The Cabarrus/Iredell/Rowan HOME Consortium uses the housing price index (HPI) calculator, provided by the Federal Housing Finance Agency, to achieve its dual goals of providing a fair return to the original homeowner/seller at resale and ensuring an affordable price to the incoming, low-income homebuyer. The calculator can be accessed at the following link: <https://www.fhfa.gov/DataTools/Tools/Pages/HPI-Calculator.aspx>

The resale formula stipulates that the homeowner, should they choose to sell, will be able to sell the home for the original price paid (not including the HOME subsidy at the time of purchase) plus 25% of any increase in the combined value of the home and land based on the HPI during the time of ownership. Additionally, at resale, the homeowner is allowed to receive an equity “credit” for qualified capital improvements made, as follows: 100% of the increase in appraised value attributable to the addition of one (1) or more bedroom and one (1) or more bathroom and 50% of the actual cost for the work of other qualified capital improvements.

By using a market-rate appraisal conducted by an independent, state-licensed appraiser to establish the value of the property prior to the initial purchase of the home, the Consortium Member follows the standard practice for all real estate purchase transactions. By using the Housing Price Index to determine the value, upon notice of intent to sell by the homeowner, The Consortium Members ensure that the previous and prospective homeowners and the public have a transparent method of determining the home price. In this way, the market values are easily measured, professionally determined, and publicly accessible. No subjective judgments are made by The Consortium Members or the homeowner as to what constitutes value and how value is determined.

- 6. Resale Process. The homebuyer must notify The Consortium Members prior to offering the home for sale. The homebuyer will need to provide the Consortium Member with documentation of principal paid, capital improvements made, and capital systems replaced in order to help determine the homebuyer's fair return on investment. Within thirty days, the Consortium Member will provide a written response regarding the homeowner’s fair return on investment.

Proceeds from the sale that exceed the fair return on investment will be returned to the HOME account to be used to make the unit affordable for a subsequent homebuyer.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Termination of Affordability Restrictions:

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD.

- The Consortium Members may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability.
- The affordability restrictions will be enforced according to the original terms if, during the original affordability period, the owner of record, obtains an ownership interest in the housing prior to the termination event.
- Under the following conditions, certain housing may be presumed to meet the resale restrictions during the period of affordability without the imposition of enforcement mechanisms by the Consortium Members:
 - The presumption must be based upon a market analysis/appraisal of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area.
 - An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing.
- The Consortium Members will periodically update its market analysis to verify continued affordability.

Recapture

Recapture Provisions: For all homebuyer down payment and closing cost assistance and housing development subsidies that cause the unit to be sold below fair market value projects, a recapture provision shall be utilized. These subsidies represent a direct subsidy to the homebuyer. If the home is sold during the period of affordability, the Consortium Members must be notified of the sale. The Consortium Members will execute written agreements that reflect the recapture provisions at or before the time of sale and will be enforced via a recorded lien. Affordability periods are based on the amount of HOME investment. Any CHDO's or subrecipients will be required to enforce these recapture provisions. The Consortium Members will allow a pro-rata reduction of the recapture amount during the affordability period. The reduction will be void if repayment is triggered. These provisions will be included in the loan documents.

Recapture Method: In the event of a voluntary or involuntary sale, the Consortium Members will recapture and retain all appreciation before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale. The homebuyer will then retain remaining funds after the Consortium Members retains its investment up to 100 percent (100%) including project related soft costs. The net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

If the property owner no longer uses the property as a principal residence, violates other HOME principal residency requirements of the property, is unable to continue ownership, or violates the affordability requirements of the HOME program, any outstanding amount of HOME assistance will be recaptured by the Consortium Members from the net sales proceeds. Any proceeds from the recapture of HOME funds will be used to facilitate the acquisition, construction and/or rehabilitation of housing for the purposes of promoting affordable housing.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- The Consortium Members will structure its recapture provisions based on its Homeownership Program design and market conditions.
- Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

This assistance could be directly, in the form of down-payment assistance, a first or second mortgage, or indirectly, such as through the sale of the home to the buyer at less than fair market value.

Therefore, the borrower acknowledges that the affordability period information has been provided and is encouraged to read and understand the HOME Regulations.

Recapture Options: The Consortium Members can use the following options regarding the recapture of HOME funds:

- **Recapture Entire Amount:** The Consortium Members may recapture the entire amount of the HOME investment from the homeowner.
- **Reduction during Affordability Period:** THE CONSORTIUM MEMBERS may reduce the HOME investment amount to be recaptured on a pro rata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.
- **Shared Net Proceeds:** If the net proceeds are not sufficient to recapture the full HOME investment, plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, THE CONSORTIUM MEMBERS will share the net proceeds. Net proceeds equal the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME Investment}}{\text{HOME Investment} + \text{Homeowner Investment}} \times \text{Net Proceeds} = \text{HOME Funds to be Recaptured}$$

$$\frac{\text{Homeowner Investment}}{\text{HOME Investment} + \text{Homeowner Investment}} \times \text{Net Proceeds} = \text{Amount to Homeowner}$$

- **Owner Investment Returned First:** THE CONSORTIUM MEMBERS may permit the homebuyer to recover the homebuyer's entire investment (down payment and capital improvements made by the owner since purchase) before recapturing the HOME investment.
- **Amount Subject to Recapture:** The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy).
- Recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.
- **Lease-Purchase:** HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If the HOME funds are used to acquire housing that will be

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within 42 months after project completion.

- ***Preserving Affordability of Housing that was Previously Assisted with HOME Funds:*** To preserve the affordability of HOME-assisted housing, the Consortium Members may use additional HOME funds for the following costs:
 - Costs to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or at the foreclosure sale. (The foreclosure costs to acquire housing with a HOME loan in default are eligible. However, HOME funds may not be used to repay a loan made with HOME funds.)
 - Costs to undertake any necessary rehabilitation for the housing acquired.
 - Costs of owning/holding the housing pending resale to another homebuyer.
 - Costs to assist another homebuyer in purchasing the housing.
 - When HOME funds are used to preserve the affordability of such housing, the additional investment must be treated as an amendment to the original project. The housing must be sold to a new eligible homebuyer within a reasonable period of time, typically nine (9) months or less.
 - The total amount of the original and additional HOME assistance may not exceed the maximum per unit subsidy amount.
 - The cost can be charged to the HOME program as a reasonable administrative cost so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount. To the extent administrative funds are used, they may be reimbursed, in whole or in part, when the housing is sold to a new eligible homebuyer.

Rehabilitation Not Involving Acquisition

Housing that is currently owned by a household qualifies as affordable housing only if:

- The estimated value of the property, after rehabilitation, does not exceed 95 percent (95%) of the median purchase price for the area; and
- The housing is the principal residence of an owner whose household qualifies as a low-income family at the time HOME funds are committed to the housing. The income of all persons living in the housing must be used to determine income eligibility.

Types of Ownership Interest

- ***Inherited Property:*** Inherited property with multiple owners is defined as: housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The owner-occupant may be assisted if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
- ***Life Estate:*** The person who holds the life estate has the right to live in the housing for the remainder of his or

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

her life and does not pay rent. The person holding the life estate may be assisted if the person is low-income and occupies the housing as his or her principal residence.

- **A Living Trust:** A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life. The person holding the living trust may be assisted if the person is low-income and occupies the housing as his or her principal residence.
- **New Construction without Acquisition:** Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion. The household must qualify as low-income and the housing must be their permanent residence.

Converting Rental Units to Homeownership Units for Existing Tenants

- The Consortium Members can allow the owner of the HOME-assisted rental units to convert the units to homeownership units by selling, donating, or otherwise conveying the units to the existing tenants to become homeowners. Refusal by the tenant to purchase the housing does not constitute grounds for eviction or for failure to renew the lease.
- If there are no additional HOME funds that can be used to assist tenants in becoming homeowners, the units are subject to a minimum period of affordability equal to the remaining affordable period if the units continued as rental units.
- If additional HOME funds are used to assist tenant to become homeowners, the minimum period of affordability will be based on the amount of direct homeownership assistance provided.

Homebuyer Program Policies

The Consortium Members will work to preserve and expand the area's affordable housing stock by providing grants, deferred loans and/or low-interest loans to housing partners including Community Housing Development Organizations (CHDOs) for the production of affordable housing units. The Consortium's HOME funds will be leveraged with other, non-HOME funding in order to maximize the numbers of units produced while minimizing cost burden to new homeowners.

To qualify for homebuyer assistance, individual participants must complete a comprehensive housing counseling program through a HUD-certified counselor or agency.

In addition to the educational resource on housing and financial literacy that the counseling program provides, home buyer assistance may also provide for gap financing to make purchases more affordable, closing costs and/or down payment assistance.

To qualify for first-time homebuyer assistance the person must:

- Be at or below 80 percent (80%) of area median income;
- Qualify for a first mortgage through a lending entity approved by the Consortium Members; and
- Have completed a qualified homebuyer education and counseling class, and be able to demonstrate ability to repay the loan.
- The maximum price of the purchased home cannot exceed those limits published by HUD.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- The prospective homeowner's housing costs cannot exceed 30% of their gross income and debt to income ratio limits must meet standard underwriting guidelines.

These funds may be used with other available funding to assist the same segment of the regional population. As mentioned above, the Consortium Members may use local funds to directly assist homebuyers. The Consortium also may use de-obligated subrecipient funding for homeownership initiatives.

VII. DEVELOPMENT OR ACQUISITION OF RENTAL HOUSING

Please refer to the section entitled “General Policies and Procedures for Development Projects” for information related to:

- α. Applicant Standards
- β. Eligible Development Costs
- χ. Appraisal and Real Property Acquisition
- δ. Minimum Property Standards
- ε. Section 504 Barrier Removal Standards for Multifamily Housing
- φ. Prevailing Wage and Labor Requirements
- γ. Debarred Contractors
- η. Section 3 Economic Opportunity
- ι. Affordability Period
- φ. Site Control
- κ. Phase 1 Environmental Site Assessment
- λ. Relocation
- μ. Subsidy Layering and Underwriting Guidelines
- ν. Costs Associated with the Administration of Development Projects
- ο. Definition of Income
- π. Use of Combined Funders Application

Qualification as Affordable Housing: Rental Housing

All HOME-assisted rental units must be occupied by households that are low-income eligible with rents conforming to high and low HOME rents for the area median income and adjusted for household size.

- Rental units must have initial occupancy within 18 months of completion.
 - If at six (6) months a unit is still vacant, the Consortium may require changes to the marketing efforts.
 - If the unit is still vacant at 18 months, repayment of HOME funds invested must be made.

Rent Limitation (High HOME Rents)

The maximum HOME rents (High HOME Rents) are the lesser of:

- The fair market rent for units by number of bedrooms, and the HOME 65% rents for a comparably-sized unit. The lower of the two rents is the High HOME Rent.
- Rent plus monthly utilities, or the utility allowance, cannot exceed 30 percent of the adjusted income of a family whose annual income equals 65% of the area median income (AMI) for the area, with adjustments for number of unit bedrooms.
 - The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

Additional Rent Limitations (Low HOME Rents)

In rental projects with five or more HOME-assisted rental units, at least 20 percent (20%) of the HOME- assisted units must be occupied by very low-income families and meet one of the following rent requirements:

- The rent does not exceed 30 percent (30%) of the annual income of a family whose income equals 50 percent (50%) of AMI, as determined by HUD, with adjustments for smaller and larger families.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- The rent does not exceed 30 percent (30%) of the family's adjusted income, if the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent (30%) of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

Additional Rent Limitations for Single Room Occupancy (SRO) Projects

- For SRO units that have both sanitary and food preparation facilities, the maximum HOME rent is based on the zero-bedroom fair market rent.
- For SRO units that have no sanitary or food preparation facilities or only one of the two, the maximum HOME rent is based on 75 percent (75%) of the zero-bedroom fair market rent. The project is not required to have low HOME rents, but must meet occupancy requirements.

Initial Rent Schedule and Utility Allowances

- The Consortium Members will establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually. The Consortium Members will use the HUD Utility Schedule Model <http://huduser.org/portal/resources/utimodel.html> to determine the utility allowance for the project based on the type of utilities used at the project.
- The Consortium Members will review and approve rents proposed by the owner for units designated as high or low HOME rents. For all units subject to the maximum rent for which the tenant is paying utilities and services, the Consortium Members will ensure that the rents do not exceed the maximum rents minus the monthly allowances for utilities and services.

AFFORDABILITY PERIODS

Rental Housing Activity	Maximum Period of Affordability in Years
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

Affordability Periods: HOME-assisted units must meet the affordability requirements for not less than the applicable period specified in the table above, beginning after project completion.

- Affordability requirements will apply without regard to the term of any loan or mortgage, repayment of the HOME investment, or the transfer of ownership;
- The Consortium Members will impose affordability requirements through a deed restriction, a covenant running with the land, an agreement restricting the use of the property, or other mechanisms approved by HUD.
- Purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure can be used to preserve affordability.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Subsequent Rents During the Affordability Period

For subsequent income determinations during the period of affordability, the Consortium Members will use one of the following methods:

- Obtain from the family a written statement of the amount of the family's annual income and family size, along with a certification that the information is complete and accurate. The certification must state that the family will provide source documents upon request.
- Obtain a written statement from the administrator of a government program under which the family receives benefits and which examines the family's annual income.
 - The statement must indicate the tenant's family size and the amount of the family's annual income; or
 - The statement must indicate the current dollar limit for very low- or low-income families for the family size of the tenant and state that the tenant's annual income does not exceed this limit.
- HOME rents for a project are not required to be lower than the HOME rent limits established for the project at the time of project commitment.
- Annually, the owners of rental properties must provide the Consortium Members with information on rents and occupancy for HOME assisted units to show compliance. Consortium Members will review and approve any rent increases.
- Owners must provide tenants of HOME-assisted units with 30-day prior written notice before implementing any increase in rents.
- HUD may adjust the HOME rent limits for a project, only if HUD finds that an adjustment is necessary to support the project's continued financial viability, and only by an amount that HUD determines is necessary.

Designating HOME-Assisted Units

The HOME Program distinguishes between the units in a project that are assisted with HOME funds and those that are not -- hence the term HOME-assisted unit. In deciding the number of HOME-assisted units to designate in a project, the following factors should be considered:

- θ. Maximum HOME assisted unit investment: HUD has established the maximum per-unit subsidy limit as 100 percent of the dollar limits for a Section 234-Condominium Housing basic mortgage limits, for elevator-type projects. These limits change annually and will be provided by the Consortium.
- ρ. If there are 12 or more HOME-assisted units in a project, Davis-Bacon wage rates apply.

All HOME-assisted units must be designated as "fixed" or "floating" at the time of project commitment.

- σ. Fixed: When HOME-assisted units are "fixed," the specific units that are HOME-assisted (and, therefore, subject to HOME rent and occupancy requirements) are designated and never change.
- τ.
- υ. Floating: When HOME-assisted units are "floating," the units that are designated as HOME-assisted may change over time as long as the total number of HOME-assisted units in the project remains constant.

Most applicants will choose to designate HOME-assisted units as floating because it provides greater flexibility.

Maximum Incomes and Rents for HOME-Assisted Units

In projects of five or more HOME-assisted rental units, at least 20% of the HOME-assisted units must be occupied by households who have annual incomes that are 50% or less of median income. These very low-income tenants must occupy units with rents at or below the Low HOME Rent level. The balance of HOME-assisted units must be occupied by households who have annual incomes that are 60% or less of median income, and the rents must be at or below the High HOME Rent level. More than 20% of HOME-assisted may be designated as 50% or less of median income/Low HOME Rent units.

Site and Neighborhood Standards

New construction of rental housing must meet the site and neighborhood standards outlined in 24 CFR § 983.57(e)(2) and (3). The site must not be located in an area of minority concentration, except as permitted, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

Additionally, the applicant must demonstrate the residents will have access to core services, such as grocery, transportation, and relevant social services (homeless projects), within easy access. The Consortium will use a ½ mile radius to measure maximum distance to these services. If the development is within ¼ mile of a bus stop, this requirement may be waived.

Form of HOME Investment

The Consortium Members may provide rental housing development awards in the form of amortized loans, deferred loans, recoverable grants, grants or a combination of these.

Grants may be provided to housing projects serving the lowest income, highest need populations that require public operating subsidy to cover basic operating expenses. These projects will typically not have the cash flow or financial ability to service additional debt reflected in the operating pro forma submitted and reviewed as part of the application process. Grants may need to be structured based on the nature and additional sources being leveraged as in the case of HUD funded projects.

Loans may be amortized or deferred. Loans will be structured based on the project's operating pro forma. Deferred loans will have principal and interest, if interest is being charged, due and payable in full on or before the termination date of the contract. Loan terms may be set based on the needs of other funding sources such as the federal Low-Income Housing Tax Credit program. The Consortium Member's interest in the property will be secured by appropriate collateral and documentation. The Consortium Member may authorize deferred payment and/or forgivable loans for those projects with inadequate sources to repay the loans. Deferred payment and/or forgivable loans shall be secured in a manner to ensure that if the project no longer provides the benefits of affordable housing as approved by the Consortium Member, that the loan (with interest) would become due and payable.

Project Deadlines

HOME-funded projects must meet the following deadlines or face loss or required repayment of HOME funds:

- ϖ. Before the Consortium Member can enter into a HOME funding commitment, the Consortium Member must provide evidence of firm written financial commitments from all other funders for the project. Projects failing to obtain these commitments within twelve months from the time of award letter face loss of their preliminary allocation of HOME funds.
- ω. Construction must begin within twelve months of project commitment (Written Agreement signature).
- ξ. If the HOME-funded unit is not occupied by eligible tenants within six months following the date of project completion, the Consortium Member must submit marketing information and a marketing plan to the Cabarrus/Iredell/Rowan HOME Consortium. If the HOME units remain vacant after 18 months from the date of project completion, the Consortium Member will be required to repay the HOME funds invested in those units.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Tenant Protections and Selections

- ψ. Tenants must be offered written leases for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
- ζ. Lease terms must be consistent with the tenant protections set forth in the HOME Rules, 24 CFR § 92.253 (HOME Lease Addendum).
- αα. Owners of rental housing must comply with the affirmative marketing requirements pursuant to 24 CFR § 92.351(a) and (b).
- ββ. The owner must adopt and follow written tenant selection policies and criteria consistent with 24 CFR § 92.253(d).

- Project Owners must adopt written tenant selection policies and criteria. These policies and criteria must be based on local housing needs and priorities consistent with the Consortium's Consolidated Plan. Selection policies must:
 - Comply with the Consortium's affirmative marketing requirements
 - Limit housing to very low-and low-income persons
 - Not limit eligibility or give preference to a particular segment of the population unless specifically authorized in the written agreement
 - Not exclude applicants with vouchers or TBRA.

HOME-assisted units in a rental housing project must be occupied by households that are eligible as low-income families and must meet the requirements of §92.252 to qualify as affordable housing.

- Utility allowances must be calculated using the HUD Utility Schedule Model. This model can be found at <http://huduser.org/portal/resources/utimodel.html>
- Applicants for rental housing must submit, along with their application, the following documentation must be dated within a reasonable amount of time from the date that the application was completed and submitted:
 - Valid photo ID, such as driver's license, state photo ID or passport
 - Social Security Card
 - Most recent year's state and federal income tax returns (additional years may be required if a potential homebuyer is self-employed or had 1099 income).
 - Most recent year's W-2 statement
 - Two months of pay stubs
 - Last two (2) consecutive months of bank statements for all accounts
 - Proof of any additional household income that may include, but is not limited to: social security disability (for children as well as adults), veteran's pension or disability, social security retirement, child support payments or alimony, or TANF
 - Credit score and statement of current debts.

There must be a written lease for all HOME-assisted rental units, and the statutory tenant protections must be integrated into the lease.

- Mandatory supportive services: Lease terms that make tenant acceptance of supportive services mandatory are prohibited.
- Tenants in transitional housing may be required to accept supportive services as part of an overall program.
- Tenants must receive a 30-day written notice prior to evictions.
- Tenants must also receive a 30-day written notice prior to rent increases.
- Rental assistance subsidy holders cannot be turned down for HOME assisted housing because of the status of the

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

prospective tenant as a holder of such a certificate, voucher, or comparable HOME tenant-based assistance document.

DISPLACEMENT, RELOCATION AND ACQUISITION

Minimizing Displacement

The Consortium Members will ensure that all reasonable steps are taken to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

Temporary Relocation

The following policies will cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

- Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.
- Appropriate advisory services, including reasonable advance written notice of:
 - The date and approximate duration of the temporary relocation;
 - The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;
 - The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project.

Relocation Assistance for Displaced Persons

- A “displaced person” must be advised of his or her rights under the Fair Housing Act.
- In the event of any temporary or permanent relocation of residents as a result of HOME-funded activity, the Consortium Members will follow its policies on displacement, relocation, acquisition, and replacement of housing as applicable.

A person does not qualify as a *displaced person* if any of the following circumstances apply:

- The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the Consortium Members determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance.
- The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
- HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
- All prospective tenants, prior to signing the lease and beginning occupancy, must be informed and provided written notice of the displacement policy and all related rules.
- **Appeals:** A person who disagrees with the project owner’s determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

eligible, may file a written appeal of that determination with the Consortium Members. A person who is dissatisfied with the Consortium Member's determination on his or her appeal may submit a written request for review of that determination to HUD'S Columbia, SC Field Office.

Troubled Home-Assisted Rental Housing Projects

If rental housing is not fully leased by eligible tenants within six (6) months following the date of project completion, the Consortium Members will submit marketing information and, if appropriate, a marketing plan to HUD.

- If HOME- assisted rental units are not rented to eligible tenants 18 months after the date of project completion, the Consortium Members will be required to repay the HOME funds invested in any housing unit to HUD.
 - The Consortium Members will also implement the recapture of HOME funds from the grantee for any rental units that are not rented by 18 months after the date of project completion.
 - The affordability requirements also apply to the HOME- assisted non-owner-occupied units in single- family housing purchased with HOME funds in accordance with §92.254. The tenant must have a written lease that complies with §92.253.
 - 24 CFR §92.210 provides participating jurisdictions with flexibility to assist in averting foreclosures and would enable HUD to approve these actions without the process required to grant waivers, which can be time-consuming. However, 24 CFR §92.210 limits total investment in the project to the maximum per-unit subsidy in 24 CFR §92.250(a), and provides HUD with the option of requiring an extension of the period of affordability as a condition of permitting the investment of additional HOME funds in the project. 24 CFR §92.210 also permits a reduction in the number of HOME-assisted units, but only if the project contains more than the minimum number of units required to be designated as HOME- assisted units under 24 CFR §92.205(d).

Recordkeeping

One of the Consortium Member's/Project Owner's responsibilities is to keep adequate records, to be able to demonstrate compliance with HOME requirements. The Consortium Member/Project Owner should keep both project and tenant records.

γγ. Project records should include documentation to back-up rent and utility allowance calculations. If the project's HOME-assisted units are "floating," the owner should also keep records to show how HOME occupancy targets were met (for example, rental logs to show that as units were vacated or tenants became over-income, HOME-assisted units were properly replaced). General rental housing records must be kept for five (5) years after the conclusion of the Consortium Member's/Project Owner's period of affordability.

δδ. Tenant files should include the documentation necessary to demonstrate that each HOME-assisted unit is properly occupied by an income-eligible tenant. Such documentation includes: the tenant's application, initial income verification documents, subsequent annual income recertification documents and the tenant's lease. Tenant income, rent and inspection information must be kept for the most recent five years, until five years after the HOME affordability period.

Project Monitoring

Project owners must submit information on tenant incomes and rents annually on the form provided by the Consortium Member.

With advance notice to the project owner, the Consortium Member and possibly the City of Concord will conduct an on-site inspection of HOME properties at least as frequently as follows throughout the HOME affordability

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

period:

- εε. Annually: Projects with 26 or more total units
- φφ. Every two years: Projects with 5 – 25 total units
- γγ. Every three years: Projects with 1 – 4 total units

The City of Concord will inspect at least 15 percent to 20 percent of the HOME-assisted units in a project, and a minimum of one unit in every building to ensure compliance with property standards. The City of Concord also will ask to see a sample of the files of residents of HOME-assisted units to review income documentation, rent calculations, HOME lease provisions and compliance with other HOME regulations.

VIII. TENANT-BASED RENTAL ASSISTANCE (TBRA)

OVERVIEW

The Tenant Based Rental Assistance (TBRA) Program provides targeted, very low-income households with utility, deposit, and rent costs for up to two (2) years.

Eligible Activities and Costs

- α. Up to 24 months of rent assistance per household to help pay the costs of monthly rent and utilities. A household may continue to receive assistance following the initial 24 months, dependent on available funding.
- β. Security deposits, regardless of whether the household will be receiving rental assistance.
- γ. Utility deposit assistance, **only** in conjunction with rental assistance.
- δ. Project delivery costs, which specifically includes administrative time determining income eligibility.
- ε. When HOME TBRA is combined with other subsidies, the HOME TBRA assistance may only be used as a supplement to further reduce the household rent payment to 30 percent of income.

Ineligible Activities

- φ. Project-based rental assistance. Households must be free to use the assistance in any eligible unit.
- γ. Rental assistance to a household already receiving rental assistance under another Federal program, or a state or local rental assistance program that reduces the tenant rent payment to 30% of income.
- η. Providing TBRA for overnight or temporary shelter.
- ι. Move-in costs and credit checks.
- φ. Case management and support services.
- κ. Utility deposits without rental assistance.
- λ. Payment of rent arrearages.

Subrecipient Eligibility

Eligible applicants are public housing authorities and nonprofit community-based organizations assisting households in areas throughout Cabarrus, Iredell and Rowan counties. Applicants must have prior experience administering a tenant based rental assistance program, unless an experienced entity has agreed to mentor the applicant for the term of the contract.

Target Populations

This program targets households that are literally homeless or exhibit characteristics that make them highly vulnerable to becoming homeless. Persons within the target population shall be identified through locally determined coordinated entry access and referral policies and procedures.

Eligible Beneficiaries

The following is an overview of criteria households must meet to be eligible for TBRA. Further details regarding eligibility verification and documentation can be found in Program Administration and Implementation: Eligibility Verification and Documentation.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- μ. The household’s verified income must be below 50 percent of the area median income (AMI) for the area being served.
- v. The household must apply and be referred to the TBRA HOME program through the area’s local coordinated entry system, in compliance with all coordinated entry policies and procedures as established by the local continuum. Coordinated entry eligibility and referral must be clearly documented in the client file.

PROGRAM ADMINISTRATION AND IMPLEMENTATION

Tenant Selection

Tenants must be selected from the target population as detailed in the TBRA Overview. Within the target population, Subrecipients will use a vulnerability index or assessment tool to prioritize applicants for selection, as indicated by local coordinated entry policies and procedures. Subrecipients should not administer their TBRA program on a first-come, first-served basis.

The Subrecipient’s program cannot be administered in a manner that limits the opportunities of persons based on race, color, religion, sex, national origin, handicap, sexual orientation, gender identification, or familial status. A person selected for the TBRA program may not be prohibited from applying for or participating in other available programs or forms of assistance for which he or she might qualify.

Subrecipients must administer the TBRA HOME program in compliance with Fair Housing Law and the North Carolina Law Against Discrimination.

Eligibility Verification and Documentation

Initial eligibility documentation must be dated within 6 months of the lease start date, and must include the following:

1. Housing Status and Coordinated Entry Referral Verification
 - a. The Subrecipient must verify and document the housing status of the household, as well as coordinated entry eligibility and referral as determined by local coordinated entry policies and procedures.
 - b. The Subrecipient shall verify housing status per the following situations and documentation methods:

Situation	Documentation
Persons living on the street or in short-term emergency shelter	Information should be obtained to indicate that the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in the past, whether the client receives any general assistance checks and where the checks are delivered, or any other information regarding the participant’s activities in the recent past that might provide documentation. If unable to verify that the person is living on the street or in short-term emergency shelter, the participant or staff person may prepare a short, written statement about the participant’s previous living place. The participant should sign the statement and date it.
Persons coming from transitional housing for homeless persons	Obtain written verification from the transitional housing staff that the participant has been residing at the transitional housing facility. The verification should be signed and dated by the referring agency personnel. Also obtain written verification that the participant was living on the streets or in an emergency shelter prior to living in the

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

	transitional housing facility (see above for required documentation for emergency shelter), or was discharged from an institution or evicted from a private dwelling prior to living in the transitional housing and would have been homeless if not for the transitional housing (see below for required documentation for eviction from a private dwelling).
Persons being evicted from a private dwelling	<p>Obtain evidence of formal eviction notice indicating that the participant was being evicted within a week before receiving homeless assistance. Also obtain information on the participant’s income and efforts made to obtain housing and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.</p> <p>If the participant’s family is evicting, a statement describing the reason for eviction must be signed by the family member and dated. In other cases where there is no formal eviction process, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control. In those instances, obtain a signed and dated statement from the participant describing the situation. The Subrecipient must make efforts to confirm that these circumstances are true and have written verification describing the efforts and attesting to their validity. The verification should be signed and dated.</p>
Persons from a short-term stay (up to 90 consecutive days) in an institution who previously resided on the street or in an emergency shelter	Obtain written verification from the institution’s staff that the participant has been residing in the institution for less than 91 days and information on the previous living situation. See above for guidance
Persons being discharged from a longer stay in an institution	Obtain evidence from the institution’s staff that the participant was being discharged within the week before receiving homeless assistance. Obtain information on the income of the participant, what efforts were made to obtain housing and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.
Persons fleeing domestic violence	Obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to prepare verification, the grantee/recipient may prepare a written statement about the participant’s previous living situation for the participant to sign and date.

2. Income Verification

- a. The Subrecipient must verify and document that the household income is below 50 percent of the area median income (AMI) for the area being served. Verification and documentation of income eligibility must be completed before assistance is provided.
- b. Updated income limits are published annually by the Department of Housing and Urban Development. The Consortium Members will distribute updated income limits as soon as they are available, which may be prior to the date of implementation for the updated area median income. The Subrecipient must implement updated income limits in accordance with “effective by” dates as published by the Department of Housing and Urban Development.
- c. Income must be counted for all household members, including nonrelated individuals, according to the requirements of 24 CFR 5.609.
- d. At least two months of source documentation (e.g. wage statements, interest statements, or unemployment compensation documentation) must be examined when determining household income for potential TBRA beneficiaries. A tax return is not an acceptable form of income documentation for the purposes of TBRA.
- e. The Cabarrus/Iredell/Rowan HOME Consortium TBRA program uses the Section 8 definition of income, also known as the Part 5 definition, found at 24 CFR 5.609.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

1. Use of the HUD exchange CPD Income Eligibility Calculator is now the required method for Subrecipients to determine and document income eligibility. This tool can be accessed by the following link: <https://www.hudexchange.info/incomecalculator/dashboard/>
 - i. Once income verification has been conducted using the CPD Income Eligibility Calculator, a hard copy of this income verification must be retained in the client file.
 - ii. Subrecipients should not record any identifying information in the CPD Income Eligibility Calculator.
 - iii. If a situation arises in which the CPD Income Eligibility Calculator cannot be used to verify the income eligibility of a household, the Subrecipient must communicate with the staff of the Consortium Member or the City of Concord regarding the situation. The Subrecipient must also clearly document in the client file the reasons for not utilizing the CPD Income Eligibility Calculator.

TENANT INCOME ELIGIBILITY

- Before a tenant occupies a HOME unit, the Consortium Members requires the project owner to determine that the tenant is income eligible with verification of household income documentation.
- Total household income includes the income of all persons, over the age of 18, who reside in the household.
- Required income source documentation includes 2 months of wage statements, pay stubs, or interest income (such as bank statements) which have amounts that can vary from month to month.
- Income sources also include pensions, social security disability and retirement, veteran's benefits, Supplemental Security Income (SSI) for children and adults, child support and alimony, and Temporary Assistance for Needy Families (TANF).
- Verification of all asset income

Over-income Tenants: HOME-assisted units can continue to qualify as affordable housing despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to THE CONSORTIUM MEMBERS and HUD are being taken to ensure that all vacancies are filled in accordance with this section until the noncompliance is corrected.

- Tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent (30%) of the family's adjusted income.
- Tenants residing in HOME units designated as floating, who no longer qualify as low-income, are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

UNIT SELECTION AND APPROVAL

Unit Type

Approved applicants may select units that are publicly or privately-owned and located within Cabarrus County, Iredell County or Rowan County, as determined by the Subrecipient's county of service. TBRA may not be provided to a family who proposes to rent a unit that receives project-based rental assistance through federal, state, or local programs, if the TBRA assistance would lower the household's rent and utility costs to less than 30% of the household income. Student housing units are not eligible for TBRA assistance.

Rent Reasonableness

Units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. Subrecipients must document the basis of their rent reasonableness determinations, using the Rent Reasonableness Checklist and Certification form. Although documentation of three (3) comparable units is preferable, in some rural areas this may

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

be difficult or impossible. In these cases, comparable units from neighboring communities are acceptable if the rents are similar. Documentation of fewer than three (3) units is also acceptable with a written explanation.

A rental lease must be disapproved if the rent is not reasonable, based on rents charged for comparable unassisted units.

Housing Quality Standards (HQS)

All units must meet Section 8 Housing Quality Standards (HQS). Inspections must be made at initial occupancy and annually during the length of assistance. A copy of the inspection must be retained in the client file. If tenants are occupying a unit owned by the contractor, the unit must be inspected by a third party.

Units must comply with the North Carolina State Building Code Carbon Monoxide Alarm Laws (N.C. General Statute §143-138). Alarms must be located outside of each separate sleeping area, in the immediate vicinity of the bedroom and on each level of the residence. Single station carbon monoxide alarms must be listed as complying with UL 2034, and installed in accordance with code and the manufacturer's instructions. Combined CO and smoke alarms are permitted.

Lead-Based Paint

HUD Lead Regulation 24 CFR Part 35, Subpart M applies to the TBRA program. The regulation only applies to structures built before 1978 that house children under the age of six. Please consult the regulation itself to make sure that your agency implements this regulation fully and properly.

1. Evaluation

The Subrecipient must conduct a visual assessment of a unit prior to occupancy and at least annually thereafter. The visual assessment identifies deteriorated paint, dust, debris, and other residue. The visual assessment must be done by a person who is trained in visual assessment.

2. Paint Stabilization

The property owner must correct any conditions identified in the HQS inspection, including stabilizing deteriorated paint identified in the visual inspection. Paint stabilization can involve repairing the substrate, scraping and repainting the surface. All deteriorated paint must be stabilized by properly trained or supervised workers using lead-safe work practices.

Documentation of safe work practices is required, and consists of having copies of certificates of safe work practices training completion on file for those doing the lead reduction work.

When work is complete, the Subrecipient must ensure that the unit passes clearance and keep a copy of the clearance report. Failure to get clearance on any unit where lead hazard reduction activities have occurred will result in rental assistance being discontinued on the unit. Keep records of any unit where clearance is required but has not been obtained to ensure that the unit does not become rent assisted, even if another eligible household wants to live there.

3. Communication with Residents

The Subrecipient must ensure that residents receive the following communications:

- a. **Lead Hazard Information Pamphlet:** Prior to occupying the unit, the Subrecipient must provide the resident with the most up-to-date Protect Your Family from Lead in Your Home pamphlet. This document can be accessed in multiple languages at the following link: <https://www.epa.gov/lead/lead-safety-documents-and-outreach-materials>. The Subrecipient must retain in the client file documentation of receipt of this pamphlet by the resident prior to occupation of the unit, which must include a signature of acknowledgement signed by the resident.
- b. **Lead Disclosure Notice:** Residents must receive, from the owner, a Lead Disclosure Form notifying them of any known lead-based paint or hazards in the unit, prior to occupying the unit. The Subrecipient must retain in the client file documentation of any Lead Disclosure provided to the resident by the owner,

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- which must include a signature of acknowledgement signed by the resident.
- c. Notice of Lead Hazard Reduction: For instances in which visual assessment and lead hazard evaluation determines a need for paint stabilization and/or abatement, and the owner has conducted paint stabilization activities, the resident must receive a Notice of Lead Hazard Reduction within 15 days of the completion of paint stabilization and clearance. The Subrecipient must retain this documentation in the client file, which must include a signature of acknowledgement signed by the resident.
 - d. Notice of Lead Hazard Evaluation: Because a visual assessment is not a method of lead hazard evaluation, a notice of lead hazard evaluation is not required. However, if any lead hazard evaluation is conducted, for example in the event of a child with an Environmental Intervention Blood Lead Level (EIBLL), such a notice is required and must be posted at the applicable work site. The Subrecipient must retain all related documentation in the client file.
4. Child with an Elevated Blood Lead Level (EIBLL)
- a. Should the Subrecipient be made aware that a child less than 6 years of age living in a dwelling unit participating in the TBRA program has been identified as having elevated blood lead levels, the Subrecipient must conduct an inspection of the dwelling unit for Lead-Based Paint risk. The Subrecipient must immediately notify the household and the owner of the unit of the results of the inspection, and the owner must conduct paint stabilization and/or abatement in compliance with the requirements of 24 CFR Part 35, Subpart M. Hazard reduction must occur within 30 calendar days of notification to the owner. The Subrecipient must retain all documentation of the EIBLL, as well as subsequent inspections, notification, and stabilization and/or abatement in the client file.

Occupancy Standards

Occupancy standards are used to determine the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously crowded conditions. Participants may also select larger units, but the Subrecipient is not required to increase the subsidy to cover the increased costs of a larger unit.

Subrecipients will use the Section 8 Housing Quality Standards (HQS) basic occupancy standard of two persons per living/sleeping area. This basic standard can be modified when a specific household composition or circumstance warrants the need to deviate from this standard. In conjunction with the annual re-examination of income, the Subrecipient should re-examine the household's size and composition to determine whether the current unit is still suitable and appropriate.

Unit and Lease Approval

In addition to ensuring that the unit selected by the household meets the above requirements for Rent Reasonableness, Housing Quality Standards, and Occupancy Standards, the Subrecipient must also ensure that the unit lease meets all requirements of the HOME program, as outlined in 24 CFR 92.253. The lease may not contain any of the provisions prohibited in 24 CFR 92.253(b):

- o. Agreement to be sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- π. Treatment of property: Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the right of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law.
- θ. Excusing owner from responsibility: Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- ρ. Waiver of notice: Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- σ. Waiver of legal proceedings: Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- τ. Waiver of a jury trial: Agreement by the tenant to waive any right to a trial by jury.
- υ. Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- ϖ. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- ω. Mandatory supportive services: Agreement by the tenant to accept supportive services that are offered.

Rent Standard

Rent standards are determined annually for each county based upon HUD's most recent fair market Rents. Current rent standards will be posted on HUD's **Fair Market Rent Documentation System's webpage**, located at the following: <https://www.huduser.gov/portal/datasets/fmr.html>

The rent study will typically be conducted in the fall to allow for the release of updated rent standards in January of each year. The Cabarrus/Iredell/Rowan HOME Consortium may choose to review the rent standard more frequently to assure that limits remain appropriate for the Consortium area.

Payment Standard

The Cabarrus/Iredell/Rowan HOME Consortium uses the Rent Standard for calculating the TBRA subsidy rather than using a separate payment standard. Utility allowances are deducted from the tenant portion of the monthly rent.

Subrecipient may exercise the option of recalculating beneficiary subsidies when rent standard updates are made available.

Calculating the Subsidy

Subrecipients of HOME Consortium funds must use a modified Rental Coupon Model to determine the household subsidy amount. While the Rental Coupon model assumes a fixed Subrecipient payment and flexible tenant payment, the HOME Consortium's calculations may result in variations in both the Subrecipient payment and household payment amounts depending on the utility allowance for a particular unit.

Use of the CPD Income Calculator is the required method for determining the household subsidy amount. This tool can be accessed by the following link: <https://www.hudexchange.info/incomecalculator/dashboard/>
Documentation from the CPD Income Calculator for the determination of adjusted income and the rental assistance payment must be retained in the client file.

Underwriting Standards

- Household income requires documentation of all persons living in the household over the age of 18.
- Applicants for homeownership assistance must submit, along with their application, the following minimum documentation must be dated within a reasonable amount of time from the date that the application was completed and submitted:
 - Valid photo ID, such as driver's license, state photo ID or passport
 - Social Security Card
 - Two (2) months of pay stubs

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- Last two (2) consecutive months of bank statements for all accounts
- Proof of any additional household income that may include, but is not limited to: social security disability (for children as well as adults), veteran's pension or disability, social security retirement, child support payments or alimony, or TANF
- Credit score and statement of current debts.

Deposit Assistance

Deposits will be provided as a grant. Subrecipients can decide to provide security and utility deposit assistance to eligible applicants. Security deposit payments may be made to the household or the owner; utility deposits to the household or the appropriate utility company.

ξ. *Security Deposits:*

The amount of security deposit paid should be based on the landlord's policies. However, the maximum amount of a security deposit is the equivalent of two months' rent for the unit. Only the prospective tenant, not the owner, may apply for TBRA security deposit assistance.

ψ. *Utility Deposits:*

Utility deposits must be in conjunction with rental assistance. Utility deposits may be paid for any of the tenant-paid utility services included on the utility allowance schedule. This includes fuel for cooking, heating and lighting (electric, gas, propane, etc.), water/sewer, and trash collection, if not provided as a city service, but does not include telephone, internet, or cable deposits.

Access to Rent Standard Exception

The Cabarrus/Iredell/Rowan HOME Consortium may allow an exception to the published Rent Standard for up to 30% of households on the TBRA program. Exceptions to the Rent Standard will be granted by the Consortium Member and must be requested on a case-by-case basis by the Subrecipient on behalf of the household. The rent standard exception cannot exceed the established rent standard for the unit size by more than 10%. To request a rent standard exception, the Subrecipient must submit an explanation to the Cabarrus/Iredell/Rowan HOME Consortium detailing the household situation and the unique circumstances of the household which merit consideration of a unit above the rent standard.

In instances in which the Consortium Member grants an exception to the rent standard for a household, the Subrecipient is not obligated to cover the additional unit cost above the rent standard. The Subrecipient must maintain policies and procedures that detail how the Subrecipient will determine if/when to bear responsibility for the additional unit cost associated with a household who is provided with a rent standard exception, and if/when the household will be responsible for the additional unit cost above the rent standard. If the Subrecipient elects to cover the additional cost of the unit under a Rent Standard Exception, the TBRA subsidy must not reduce the household's rent and utility costs below 30% of the household's adjusted income or 10% of the household's gross income. Documentation that the Consortium has granted a rent standard exception must be maintained in the client file.

ANNUAL ASSISTANCE RENEWAL

The Subrecipient may renew TBRA assistance after the conclusion of the first year of assistance for a household, so long as the annual renewal requirements detailed below are met.

Annual Eligibility Determination

Each household's eligibility to participate in the program and its share of the rent must be confirmed annually. If a participating household's income exceeds the HUD Income Limit the household's assistance must be ended. In order to assure that the re-examination is completed on time and that adequate notice is given to both the owner and the

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

tenant of changes in the household's eligibility or share of the rent, the re-examination process should begin 60- 90 days in advance of the household's one-year anniversary.

Using the same basic procedures described previously to determine the household's initial eligibility and share of the rent, the Subrecipient must re-verify household size, composition, and income. The Subrecipient will exclude, from annual income, certain increases in the income of a disabled member of families who receive TBRA assistance in order to further their economic self-sufficiency. These include annual increases that result from:

- ζ. The employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment.
- αα. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program.
- ββ. Annual income documentation must be retained in the client file.

Annual HQS Unit Inspection

The TBRA Program regulation requires that all units assisted with TBRA funds meet Section 8 Housing Quality Standards (HQS). Each unit under contract must be inspected by the Subrecipient, at least annually, to assure that this requirement is met. Units may also be inspected as a result of housing quality complaints initiated by the owner or the tenant.

If a unit fails to pass inspection, the owner may be given a reasonable period of time to correct the deficiencies. If the owner fails to make the needed corrections, the Subrecipient has several options. The Subrecipient may, with adequate notice to the owner and household, terminate the TBRA Rental Assistance Contract and require the household to move to another location in order to continue to receive assistance. Inspection documentation shall be retained in the client file.

Processing Requests for Rent Increases

Typically, owners offer leases that specify the rent for one year. This means that, unless the Subrecipient has negotiated a two-year rent, most owners will request a rent increase at the end of the first year of the contract. The Subrecipient must again determine that the proposed rent is reasonable in comparison to rents charged for comparable, unassisted unit, and also that it is within any other limitations established in the Subrecipient's program.

Moves and Termination of Tenancy

Subrecipients should, at a minimum, require that owners comply with local landlord-tenant ordinances and may impose some additional requirements.

TERMINATION: Agency must notify tenant in writing when terminating tenant assistance. Agency must follow landlord tenant rules of the State of North Carolina.

- χχ. End of Assistance Time Period: Provide notice in writing to tenant and landlord. If deposit assistance was provided at the beginning of the lease term, all returned deposits shall belong to the tenant.
- δδ. Property Owner Termination: If a property owner terminates the tenancy through no fault of the tenant, and the tenant is still eligible for assistance, the Agency will work to find another unit. Any deposit assistance received at the beginning of the original lease term that is returned to the tenant must be applied to the new unit if assistance is continued.
- εε. Tenant Caused Eviction: If the tenant is evicted due to breaking the lease or participating in illegal activities, the agency is under no obligation to continue to provide rental assistance. If it is determined that the tenant may continue to receive assistance and is eligible to receive their security deposit back the returned deposit must be applied to the required deposits for the new unit.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

φφ. Tenant Moves: Tenant moves are accommodated only in rare instances such as family size, job change, unit not meeting annual HQS standards, or other extenuating circumstances that pose a threat to the tenant's health, safety, or wellbeing as documented by a case manager. Any deposit assistance received at the beginning of the original lease term that is returned to the tenant must be applied to the new unit if assistance is continued.

Notices of moves and Terminations of tenancy must be documented in writing and maintained in the tenant file. Acceptable forms of documentation include eviction letters issued by landlord, notice of lease ending, etc.

Documentation should detail why the tenant is moving or tenancy is being terminated. All types of deposits may only be provided using HOME funds twice during a 12-month period per household.

Progressive Engagement

Subrecipients are highly encouraged to consider the implementation of progressive engagement strategies in conjunction with the requirements of the HOME TBRA program. Progressive engagement can be applied to voluntary supportive services that may support the stability and progress of households on the TBRA program, and can be applied to the level of subsidy assistance provided with TBRA funds. For example, while HOME requires that households on the TBRA program be annually re-evaluated for income eligibility and the amount of subsidy assistance provided, Subrecipients may elect to more frequently evaluate the income and subsidy level of the household in the context of case management focused on increasing the household's income and independence. Any application of progressive engagement strategies utilized by Subrecipients in the TBRA program must be implemented in accordance with written policies and procedures, and must be consistently applied to all households on the program. For example, if a Subrecipient determines that it will re-evaluate income and subsidy level quarterly, the Subrecipient must have written policies and procedures documenting this progressive engagement strategy, and this strategy must be applied to all households on the HOME TBRA program.

Billing and Administration

Billing Procedures

The Subrecipient must bill the Consortium Member on a monthly basis for reimbursement of allowable costs. Invoice must be submitted within 30 days of the end of the month of service. Payment will be made within 30 days of invoice approval. In order to receive reimbursement, Subrecipients must also submit the TBRA Report on a monthly basis. Failure to submit a monthly invoice packet within a timely manner will result in delayed or withheld payment.

The Subrecipient must submit any billing adjustments within 60 days of the end of the month of service. All end of year billings must be submitted by the Subrecipient no later than the 10th of January.

The Subrecipient must maintain records that disclose all costs allowable for reimbursement.

Reports

The Subrecipient is responsible for submitting required reports by the dates due using required forms.

Report	Due Date
Quarterly Report	Due on the 15 th of the month following the end of the quarter. The Subrecipient will be notified of changes in report due date.
TBRA Beneficiary Record	Monthly on the 15 th of the month following provision of services. The Subrecipient will be notified of changes in report due date.

Monitoring

The Consortium Member and possibly the City of Concord, as the Lead Entity, will monitor TBRA Subrecipients through data and documentation collected in periodic program reports and on-site monitoring. Subrecipients will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

Performance Measures

Subrecipients must perform services defined in the Subrecipient's TBRA Program Application (as updated) for the contract period, with amendments, if any; in accordance with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments. The Consortium Members reserve the right to modify the terms of the performance standards, measures, and outcomes by contract amendment at any time for the duration of the term of the contract.

Number of Households Served

The City of Concord and The Consortium Members will regularly monitor the number of households served by the Subrecipient. If the Subrecipient falls short of serving the number of households identified in their scope of work, The Consortium Members may request a written explanation for this shortfall. The Consortium Members may accept the explanation and require the Subrecipient to submit a revised Scope of Work for the remainder of the current contract, or choose to reduce any future requests for funding.

Fixed-Unit Projects

If a tenant's household income increases over 80 percent (80%) of AMI at recertification, the project owner should take the following steps to maintain the correct numbers of High and Low HOME rent fixed units:

- If the income of a tenant occupying a Low HOME rent unit increases above 50 percent (50%) of median, but **does not exceed 80 percent (80%)** of AMI, that unit remains a Low HOME rent unit until a HOME-assisted unit can be substituted.
- The owner may not increase the tenant's rent above the Low HOME rent limit for as long as the unit retains the Low HOME unit designation and is occupied by the low-income household whose income increased above 50 percent (50%) of median but does not exceed 80 percent (80%) of median,
 - When a High HOME rent unit in the property vacates, that unit must be re-designated as a Low HOME rent unit. This unit must be rented to a very low-income tenant, at no more than the Low HOME rent.
 - Once the new Low HOME rent unit has been designated, the previous Low HOME rent unit that is occupied by the tenant at between 50 and 80% of median must be re-designated as a High HOME rent unit. At this time, the owner can increase the tenant's rent up to the High HOME rent, subject to the terms of the lease.
- If a tenant's income **increases above 80 percent (80%)** of the area median income, the unit this tenant occupies is still considered to be a HOME-assisted unit, but the tenant's rent must be adjusted as described below:
 - Over-income tenants with incomes over 80 percent (80%) of the area median in HOME- assisted "fixed" units must pay 30 percent (30%) of their adjusted income for rent and utilities. There is no rent cap for "fixed" units.
 - If the person whose income went over 80 percent (80%) of median was in a Low HOME unit and they elect to vacate the property, the new tenant must be at or below 50 percent (50%) of median income and rented at a Low HOME rent.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

- If the person whose income went over 80 percent (80%) of median was in a High HOME unit and they elect to vacate the property, the new tenant must be at or below 80 percent (80%) of median income and rented at a High HOME rent.

Floating-Unit Projects

- The owner must use the following procedures to maintain the correct numbers of High and Low HOME rent floating units:
- The owner can draw on all the units in the property to designate High and Low HOME rent units. This means that the owner is not restricted to those units initially designated as HOME-assisted units when looking to re-designate a comparable unit as the new Low or High HOME unit.
 - At no point is the owner required to designate more HOME-assisted units than was agreed upon in the written agreement with the PJ.
 - When the income of a tenant occupying a Low HOME rent unit increases over 50 percent (50%) of the median, but **does not exceed 80 percent (80%)** of the area median income, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted.
 - The rent of the tenant whose income has gone above 50 percent (50%) of median must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation.
 - To replace the Low HOME rent unit, the project owner must rent the next available High HOME-assisted unit to a very low-income tenant. The newly designated Low HOME rent unit must be rented to a tenant whose income does not exceed the very low-income limit (50% of median), at a rent that does not exceed the Low HOME rent limit.
 - Once a new Low HOME rent unit has been designated, subject to the terms of the lease, the rent of the initial tenant whose income has increased may be increased to the High HOME rent for the unit. This process should not increase the number of assisted units.

Expenditures

The City of Concord and The Consortium Members shall review the Subrecipient's expenditures as reported on the monthly TBRA invoices and compare to the Subrecipient's expenditure projections. If a Subrecipient fails to expend TBRA funds at the projected rate, The Consortium Members may request that the Subrecipient submit a written explanation. The Consortium Members may accept the explanation and require an updated budget that reflects the Subrecipient's ability to spend down the grant before the end date stated on the contract, or choose to reduce any future requests for funding.

Unexpended Funds

The level of funds reduction for failure to meet performance standards, outcomes or expenditure projections shall be negotiated between the Consortium Member and the Subrecipient, with the Consortium Member retaining the authority to set the reduction level. Any unused funds will first be reallocated to other TBRA Subrecipients and then placed in the HOME General Fund for use in all HOME programs.

Repayments

HOME TBRA funds used to assist households who do not meet the eligibility requirements, or to lease units not in compliance with HOME requirements, must be repaid.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Environmental Review

Because the proposed project involves the provision of rental assistance to private landlords on behalf of tenant, it is exempt from the National Environmental Policy Act (NEPA) requirements of 24 CFR 58. There are no circumstances that require compliance with laws and authorities in 24 CFR 58.5; therefore, the project is found to be exempt pursuant to Section 58.34(a)(10). The Consortium Members must certify that the proposed project is exempt from NEPA and SEPA requirements (RCW 43.21C.110).

IX. APPENDIX A: GLOSSARY

Action Plan: The one-year portion of the Consolidated Plan (see below). It includes the Participating Jurisdiction's (PJ's) annual application for HOME funds.

Adjusted Income: Adjusted income is annual (gross) income reduced by deductions for dependents, elderly households, medical expenses, handicap assistance expenses and childcare (these are the same adjustment factors used by the Section 8 Program). Adjusted income is used in HOME to compute the actual tenant payment in TBRA programs and the low HOME rent in rental projects in which rents are based on 30% of a family's adjusted gross income.

Affordability: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e., homeownership or rental housing).

Annual Income: The HOME Program allows the use of two definitions of annual income: Section 8 annual income and adjusted gross income as defined for reporting on IRS Form 1040.

Commitment: Commitment means one of three (3) things: (1) The PJ has executed a legally-binding agreement with a State recipient, subrecipient, or contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or (2) has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) has met requirements to commit to a specific local project as defined below.

Commitment to a specific local project. Commitment to a specific local project means that a legally binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the PJ (or other entity) and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. If the project is owned by the PJ or state recipient, the project must be set up in the disbursement and information system and construction reasonably expected to start within 12 months of the set-up date. (2) If the project consists of acquisition of standard housing by the PJ, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the PJ (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the PJ is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the PJ must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

Consolidated Plan: A plan prepared in accordance with the requirements set forth in 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

Consortium: Geographically contiguous units of general local government consolidated to be in a single unit of general local government for HOME Program purposes when certain requirements are met.

Community Housing Development Organization (CHDO): A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. A participating jurisdiction must award at least 15 percent of its annual HOME allocation to CHDOs.

Draw-Down: The process of requesting and receiving HOME funds. PJs and authorized state recipients draw down funds from a line of credit established by HUD.

Final Rule: The Final HOME Rule was published at 24 CFR Part 92 on September 16, 1996 and became effective on October 16, 1996.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Group Home: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

HOME-Assisted Units: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

HOME Funds: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

HOME Investment Trust Fund: The term given to the two accounts - one at the Federal level and one at the local level - that "hold" the PJ's HOME funds. The Federal HOME Investment Trust Account is the U.S. Treasury account for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit. Jurisdiction: A state or unit of general local government.

Low-Income Families: Families whose annual incomes do not exceed 80 percent of the median income for the area (adjusted for family size).

Match: Match is the PJ's contribution to the HOME Program -- the local, non-Federal contribution to the partnership. The PJ's match contribution must equal not less than 25 percent of the HOME funds drawn down for projects in that fiscal year.

New Construction: The creation of new dwelling units. Any project which includes the creation of new or additional dwelling units in an existing structure is considered new construction.

Participating Jurisdiction (PJ): The term given to any state, local government or consortium that has been designated by HUD to administer a HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

Program Income: Gross income received by the PJ, state recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions.

Project: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking. The HOME Final Rule eliminated the requirement that all buildings fall within a four-block radius.

Project completion: All necessary title transfer requirements and construction work have been performed; the project complies with all HOME requirements; the final draw-down has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. For TBRA, project completion means the final draw-down has been disbursed for the project.

Reconstruction (also rehabilitation): The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

Cabarrus/Iredell/Rowan HOME Consortium
HOME Investment Partnerships Program~Policies and Procedures

Single-Room Occupancy (SRO): Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

Subrecipient: A public agency or nonprofit organization selected by a PJ to administer all or a portion of the PJ's HOME Program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient.

Targeting: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

Tenant-Based Rental Assistance (TBRA): A form of direct rental assistance in which the recipient tenant may move from a dwelling unit with a right to continued assistance. Includes security and utility deposits associated with the rental of dwelling units.

Very-Low-Income Families: Families whose annual incomes do not exceed 50 percent of the median income for the area (adjusted for family size).

Source: *Building HOME: A Home Program Primer-Training*,

<https://www.hudexchange.info/resource/2368/building-home-a-home-program-primer/>



**CITY OF CONCORD'S RESOLUTION
COMMUNITY DEVELOPMENT PROGRAMS
SEPTEMBER 2020**

WHEREAS, the City of Concord has been awarded federal funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Concord desires to adopt and maintain current Community Development Program Policies, Procedures, and Plans as necessitated to be in conformance with the federal mandates that accompany these funds; and

NOW, THEREFORE, BE IT RESOLVED, the City of Concord hereby adopts the required Cabarrus/Iredell/Rowan HOME Consortium Policies and Procedures Manual to comply with the requirements as set forth by the U.S. Department of Housing and Urban Development.

Adopted this the 10th day of September, 2020.

BY: _____
William C. "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

**AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY**

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between The City of Concord, a North Carolina municipal corporation ("Buyer"), and Martha M. Matthews and husband, Dan Matthews ("Seller").

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": 172 (163) Corban Avenue SE, Concord, NC 28025 (now or formerly)

Lying and being in Number Twelve Township, City of Concord, Cabarrus County, North Carolina and being all of Lot 1 as shown on map titled "0.868 Acres- 172/174 Corban Avenue SE" as recorded in Plat Book 84, Page 31, Cabarrus County Registry.

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property.

\$113,000.00

(b) "**Purchase Price**" shall mean the sum of One Hundred Thirteen Thousand Dollars and no cents, payable on the following terms:

\$0.00

(i) "**Earnest Money**" shall mean Zero Dollars

The Earnest Money shall be deposited in escrow with _____ (name of person/entity with whom deposited "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

~~ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)~~

~~ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number~~

Page 1 of 9

Buyer Initials _____

Seller Initials

MMCM Dan

is: _____)

~~ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.~~

\$ N/A _____

(ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____%) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ N/A _____

(iii) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, and a current payment amount of \$ _____.

\$113,000.00

(iv) Cash, balance of Purchase Price, at Closing in the amount of One Hundred Thirteen Thousand Dollars and no cents.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur upon an agreed time- Pending City Council Approval.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through _____ pm (based upon time at the locale of the Property): N/A

(f) "Broker(s)" shall mean:

N/A

(g) "Seller's Notice Address" shall be as follows:

1021 Corban Ave SE Concord, NC 28025

e-mail address: mmcgeem@yahoo.com fax number: _____

except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:

City of Concord, Attn: Lloyd Wm., Payne, City Manager, PO Box 308, Concord, NC 28026-0308

except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to (title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property.) Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) (the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.) If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described in Section 1(b)(iii) above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____ N/A _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void, and the Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including, but not limited to: any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited at Closing.

(b) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(c) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant, could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(d) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

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

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a North Carolina general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental

agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Buyer Initials

Seller Initials 1511111111 DHN

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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

SELLER:

Matthew M. Matthews
Date: 8/24/2020

D-H Matt
Date: 8/24/20

BUYER:

City of Concord,
A North Carolina municipal corporation
(Name of Entity)

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

ATTESTED

By: _____
Kim J. Deason, City Clerk

Date: _____

[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

Pam Hinson, Finance Director

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

~~The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.~~

(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



STATE OF NORTH CAROLINA
RESIDENTIAL PROPERTY AND OWNERS' ASSOCIATION DISCLOSURE STATEMENT

Instructions to Property Owners

- The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of residential real estate (single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units) to furnish buyers a Residential Property and Owners' Association Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose. A disclosure statement must be furnished in connection with the sale, exchange, option, and sale under a lease with option to purchase where the tenant does not occupy or intend to occupy the dwelling. A disclosure statement is not required for some transactions, including the first sale of a dwelling which has never been inhabited and transactions of residential property made pursuant to a lease with option to purchase where the lessee occupies or intends to occupy the dwelling. For a complete list of exemptions, see G.S. 47E-2.
- You must respond to each of the questions on the following pages of this form by filling in the requested information or by placing a check (✓) in the appropriate box. In responding to the questions, you are only obligated to disclose information about which you have actual knowledge.
 - If you check "Yes" for any question, you must explain your answer and either describe any problem or attach a report from an attorney, engineer, contractor, pest control operator or other expert or public agency describing it. If you attach a report, you will not be liable for any inaccurate or incomplete information contained in it so long as you were not grossly negligent in obtaining or transmitting the information.
 - If you check "No," you are stating that you have no actual knowledge of any problem. If you check "No" and you know there is a problem, you may be liable for making an intentional misstatement.
 - If you check "No Representation," you are choosing not to disclose the conditions or characteristics of the property, even if you have actual knowledge of them or should have known of them.
 - If you check "Yes" or "No" and something happens to the property to make your Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), you must promptly give the buyer a corrected Disclosure Statement or correct the problem.
- If you are assisted in the sale of your property by a licensed real estate broker, you are still responsible for completing and delivering the Disclosure Statement to the buyers; and the broker must disclose any material facts about your property which he or she knows or reasonably should know, regardless of your responses on the Disclosure Statement.
- You must give the completed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase your property. If you do not, the buyer can, under certain conditions, cancel any resulting contract (See "Note to Buyers" below). You should give the buyer a copy of the Disclosure Statement containing your signature and keep a copy signed by the buyer for your records.

Note to Buyer: If the owner does not give you a Residential Property and Owners' Association Disclosure Statement by the time you make your offer to purchase the property, you may under certain conditions cancel any resulting contract without penalty to you as the buyer. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of the Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

- In the space below, type or print in ink the address of the property (sufficient to identify it) and your name. Then sign and date.

Property Address: 172 Corban Avenue SE, Concord, NC 28025

Owner's Name(s): Martha M. Matthews and husband, Dan Matthews

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

Owner Signature: Martha M. Matthews

Date 8/24/2020

Owner Signature: [Signature]

Date 8/24/20

Buyers acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owners or owners' agents; that it is not a substitute for any inspections they may wish to obtain; and that the representations are made by the owners and not the owners' agents or subagents. Buyers are strongly encouraged to obtain their own inspections from a licensed home inspector or other professional. As used herein, words in the plural include the singular, as appropriate.

Buyer Signature: _____

Date _____

Buyer Signature: _____

Date _____

Buyer Signature: City of Concord, a North Carolina municipal corporation

Property Address/Description: 172 Corban Avenue SE, Concord, NC 28025

The following questions address the characteristics and condition of the property identified above about which the owner has **actual knowledge**. Where the question refers to "dwelling," it is intended to refer to the dwelling unit, or units if more than one, to be conveyed with the property. The term "dwelling unit" refers to any structure intended for human habitation.

	Yes	No	No Representation
1. In what year was the dwelling constructed? <u>1919 (not positive)</u> Explain if necessary: _____			<input checked="" type="checkbox"/>
2. Is there any problem, malfunction or defect with the dwelling's foundation, slab, fireplaces/chimneys, floors, windows (including storm windows and screens), doors, ceilings, interior and exterior walls, attached garage, patio, deck or other structural components including any modifications to them?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The dwelling's exterior walls are made of what type of material? <input type="checkbox"/> Brick Veneer <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Stone <input type="checkbox"/> Vinyl <input type="checkbox"/> Synthetic Stucco <input type="checkbox"/> Composition/Hardboard <input type="checkbox"/> Concrete <input type="checkbox"/> Fiber Cement <input type="checkbox"/> Aluminum <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ (Check all that apply)			<input type="checkbox"/>
4. In what year was the dwelling's roof covering installed? <u>2011</u> (Approximate if no records are available) Explain if necessary: _____			<input type="checkbox"/>
5. Is there any leakage or other problem with the dwelling's roof?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is there any water seepage, leakage, dampness or standing water in the dwelling's basement, crawl space, or slab?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is there any problem, malfunction or defect with the dwelling's electrical system (outlets, wiring, panel, switches, fixtures, generator, etc.)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is there any problem, malfunction or defect with the dwelling's plumbing system (pipes, fixtures, water heater, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Is there any problem, malfunction or defect with the dwelling's heating and/or air conditioning?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. What is the dwelling's heat source? <input checked="" type="checkbox"/> Furnace <input type="checkbox"/> Heat Pump <input type="checkbox"/> Baseboard <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____			<input type="checkbox"/>
11. What is the dwelling's cooling source? <input checked="" type="checkbox"/> Central Forced Air <input type="checkbox"/> Wall/Window Unit(s) <input type="checkbox"/> Other _____ (Check all that apply) Age of system: _____			<input type="checkbox"/>
12. What are the dwelling's fuel sources? <input type="checkbox"/> Electricity <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Other _____ (Check all that apply) If the fuel source is stored in a tank, identify whether the tank is <input type="checkbox"/> above ground or <input type="checkbox"/> below ground, and whether the tank is <input type="checkbox"/> leased by seller or <input type="checkbox"/> owned by seller. (Check all that apply)			<input type="checkbox"/>
13. What is the dwelling's water supply source? <input checked="" type="checkbox"/> City/County <input type="checkbox"/> Community System <input type="checkbox"/> Private Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Other _____ (Check all that apply).....			<input type="checkbox"/>
14. The dwelling's water pipes are made of what type of material? <input type="checkbox"/> Copper <input type="checkbox"/> Galvanized <input type="checkbox"/> Plastic <input type="checkbox"/> Polybutylene <input type="checkbox"/> Other _____ (Check all that apply).....			<input checked="" type="checkbox"/>
15. Is there any problem, malfunction or defect with the dwelling's water supply (including water quality, quantity, or water pressure)?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. What is the dwelling's sewage disposal system? <input type="checkbox"/> Septic Tank <input type="checkbox"/> Septic Tank with Pump <input checked="" type="checkbox"/> Community System <input type="checkbox"/> Connected to City/County System <input type="checkbox"/> City/County System available <input type="checkbox"/> Straight pipe (wastewater does not go into a septic or other sewer system [note: use of this type of system violates state law]) <input type="checkbox"/> Other _____ (Check all that apply).....			<input type="checkbox"/>
17. If the dwelling is serviced by a septic system, do you know how many bedrooms are allowed by the septic system permit? If your answer is "yes," how many bedrooms are allowed? _____ <input type="checkbox"/> No records available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Is there any problem, malfunction or defect with the dwelling's sewer and/or septic system?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Is there any problem, malfunction or defect with the dwelling's central vacuum, pool, hot tub, spa, attic fan, exhaust fan, ceiling fans, sump pump, irrigation system, TV cable wiring or satellite dish, garage door openers, gas logs, or other systems?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Is there any problem, malfunction or defect with any appliances that may be included in the conveyance (range/oven, attached microwave, hood/fan, dishwasher, disposal, etc.)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Buyer Initials and Date _____
Buyer Initials and Date _____

Owner Initials and Date 8/24/2020
Owner Initials and Date MMCM DJM 8/24/20

- | | Yes | No | No
Representation |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 21. Is there any problem with present infestation of the dwelling, or damage from past infestation of wood destroying insects or organisms which has not been repaired?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 22. Is there any problem, malfunction or defect with the drainage, grading or soil stability of the property?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Are there any structural additions or other structural or mechanical changes to the dwelling(s) to be conveyed with the property?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. Is the property to be conveyed in violation of any local zoning ordinances, restrictive covenants, or other land-use restrictions, or building codes (including the failure to obtain proper permits for room additions or other changes/improvements)?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are there any hazardous or toxic substances, materials, or products (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) which exceed government safety standards, any debris (whether buried or covered) or underground storage tanks, or any environmentally hazardous conditions (such as contaminated soil or water, or other environmental contamination) which affect the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 26. Is there any noise, odor, smoke, etc. from commercial, industrial, or military sources which affects the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 27. Is the property subject to any utility or other easements, shared driveways, party walls or encroachments from or on adjacent property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 28. Is the property the subject of any lawsuits, foreclosures, bankruptcy, leases or rental agreements, judgments, tax liens, proposed assessments, mechanics' liens, materialmen's liens, or notices from any governmental agency that could affect title to the property?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 29. Is the property subject to a flood hazard or is the property located in a federally-designated flood hazard area?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 30. Does the property abut or adjoin any private road(s) or street(s)?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 31. If there is a private road or street adjoining the property, is there in existence any owners' association or maintenance agreements dealing with the maintenance of the road or street?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered "yes" to any of the questions listed above (1-31) please explain (attach additional sheets if necessary):

#22 - water in basement #23 - cracked wall in basement

In lieu of providing a written explanation, you may attach a written report to this Disclosure Statement by a public agency, or by an attorney, engineer, land surveyor, geologist, pest control operator, contractor, home inspector, or other expert, dealing with matters within the scope of that public agency's functions or the expert's license or expertise.

The following questions pertain to the property identified above, including the lot to be conveyed and any dwelling unit(s), sheds, detached garages, or other buildings located thereon.

- | | Yes | No | No
Representation |
|--|--------------------------|--------------------------|-------------------------------------|
| 32. Is the property subject to governing documents which impose various mandatory covenants, conditions, and restrictions upon the lot or unit?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "yes" to the question above, please explain (attach additional sheets if necessary):

- | | | | |
|--|--------------------------|-------------------------------------|--------------------------|
| 33. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If you answer is "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|

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

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

Buyer Initials and Date _____
Buyer Initials and Date _____

Owner Initials and Date 8/24/2020
Owner Initials and Date 8/29/20

***If you answered "Yes" to question 33 above, you must complete the remainder of this Disclosure Statement. If you answered "No" or "No Representation" to question 33 above, you do not need to answer the remaining questions on this Disclosure Statement. Skip to the bottom of the last page and initial and date the page.**

	Yes	No	No Representation
34. Are any fees charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If your answer is "yes," please state the amount of the fees: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. As of the date this Disclosure Statement is signed, are there any dues, fees, or special assessments which have been duly approved as required by the applicable declaration or bylaws, and that are payable to an association to which the lot is subject? If your answer is "yes," please state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the property or lot to be conveyed</i> ? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. As of the date this Disclosure Statement is signed, are there any unsatisfied judgments against, or pending lawsuits <i>involving the planned community or the association to which the property and lot are subject</i> , with the exception of any action filed by the association for the collection of delinquent assessments on lots other than the property and lot to be conveyed? If your answer is "yes," please state the nature of each pending lawsuit, and the amount of each unsatisfied judgment: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38. Which of the following services and amenities are paid for by the owners' association(s) identified above out of the association's regular assessments ("dues")? (Check all that apply).	Yes	No	No Representation
Management Fees.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Building Maintenance of Property to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Master Insurance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Yard/Landscaping Maintenance of Lot to be Conveyed.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common Areas Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Amenity Maintenance (specify amenities covered) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Treatment/Extermination.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Street Lights.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm water Management/Drainage/Ponds.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet Service.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private Road Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parking Area Maintenance.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gate and/or Security.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Buyer Initials and Date _____
 Buyer Initials and Date _____

Owner Initials and Date 8/24/2020
 Owner Initials and Date 8/27/20

LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM

Property: 172 Corban Avenue SE, Concord, NC 28025

Seller: Martha M. Matthews and husband, Dan Matthews

Buyer: the City of Concord, a North Carolina municipal corporation

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.

*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Seller's Disclosure (initial)

MNCM

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

MNCM

- (b) Records and reports available to the Seller (check one)
[] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgement (initial)

- (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.
(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Buyer has (check one below):
[] Received the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
[] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A9-T Revised 7/2020 © 7/2020

Buyer Initials _____ Seller Initials MNCM _____

Agent's Acknowledgment (initial)

_____ (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

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

Date: _____

Date: 8/24/2020

Buyer: _____

Seller: Matthew M. Matthey

Date: _____

Seller: [Signature]

Buyer: _____

Entity Buyer:

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

Entity Seller

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

By: _____

By: _____

Name: Lloyd Wm., Payne, Jr., City Manager

Name: _____
Print Name

Date: _____

Title: _____

Selling Agent: _____

Date: _____

Date: _____

Listing Agent: _____

Date: _____



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

Instructions to Property Owners

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

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

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

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

Note to Purchasers

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

Property Address: 172 Corban Avenue SE, Concord, NC 28025

Owner's Name(s): Martha M. Matthews and husband, Dan Matthews

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

Owner Signature: Martha M. Matthews Date 8/24/2020

Owner Signature: D. M. Matthews Date 8/20/20

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

Purchaser Signature: _____ Date _____

Purchaser Signature: Lloyd Wm. Payne, Jr., City Manager Date _____

City of Concord, a North Carolina municipal corporation

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Revolving Fund 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 172 & 174 Corban Avenue SE.

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
3700-5811082	Future Projects	675,832	562,832	(113,000)
3700-5811082				
3700-5558000	Buildings	0	113,000	113,000
3700-5558000				
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 10th day September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



Neighborhood Matching Grant

Funding recommendation (FY20-2021 funding/round 2)

(Applicant | Project name | Funding)

Cannon Crossing | Aeration Fountain with lighting Project | **\$2,816.00**

To support the installation of an aeration fountain in the storm water pond. This improvement will beautify the area and provide a solution to an environmental issue by increasing oxygen to the pond to improve water quality and discourage mosquito breeding. The project will also include adding lighting to illuminate the pond at night.

Total Project Amount: \$6,719.83

Brookvue | Floating Aeration Water Fountain Project | **\$2,816.00**

To support the installation of an Airmax Ecoseries floating fountain, electrical set up, and control panel timers in the storm water pond. This improvement will beautify the area and provide a solution to an environmental issue by increasing oxygen to the pond to improve water quality. The water fountain will also solve the stagnant water problem, which is main cause for mosquito and overall health of the pond and its ecosystem, including different fish and birds that visit regularly.

Total Project Amount: \$ 8,376.33

The neighborhood matching grant review committee determined that these projects best met the program criteria and leveraged remaining program grant funds to address a community environmental issue.

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
PROFESSIONAL AIRPORT ARCHITECT / ENGINEERING (A/E)
CONSULTING SERVICES FOR DEVELOPMENT
PROJECTS AND SPECIAL SERVICES
AT CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA**

Contents

NOTICE..... 2
GENERAL..... 3
PURPOSE..... 3
REQUIREMENT/SCOPE 4
PROPOSAL FORMAT 5
CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS..... 6
SELECTION OF THE CONSULTANT 7
CONTRACT..... 7
SUBMISSION OF QUALIFICATIONS STATEMENT 8
CONTACT PERSON 8
SELECTION NOTIFICATION 9
RFQ TIMELINE..... 9

Attachment “A” - Five Year Anticipated Projects and Scope List

Attachment “B” – City of Concord Standard Form of Agreement for Professional Services

NOTICE

ANNOUNCEMENT INVITING STATEMENT OF QUALIFICATIONS

The City of Concord is requesting Statement of Qualifications (SOQ) from interested Consultants for Professional Architectural Engineering Consulting Services for Development Projects that are anticipated to occur within the next five years at the Concord-Padgett Regional Airport as further outlined in this notice and in Attachment “A”.

These projects have been developed from the Concord Padgett Regional Airport’s Capital Improvement Plan (CIP) prepared following the recently approved Airport Master Plan project schedule.

Written statements will be received up to 2:00 p.m. (local time) on **Wednesday, July 1, 2020**.

All such SOQ statements shall be address to:

Mr. Dirk Vanderleest
Aviation Director
Concord-Padgett Regional Airport
9000 Aviation Boulevard
Concord, NC 28027

And clearly marked:

STATEMENT OF QUALIFICATIONS (SOQ) FOR
PROFESSIONAL AIRPORT ARCHITECT / ENGINEERING (A/E)
CONSULTING SERVICES FOR DEVELOPMENT
PROJECTS AND SPECIAL SERVICES
AT CONCORD-PADGETT REGIONAL AIRPORT

Any questions and/ or comments concerning this request for Statements of Qualifications shall be made submitted in writing by emails to vanderleestd@concordnc.gov and addressed to the attention of Dirk Vanderleest, Aviation Director. Questions must be received prior to **Friday, June 19, 2020** at 2:00 p.m. (local time). Only questions and/or comments will be accepted by email. No written SOQ will be accepted by fax. The City of Concord is not responsible for any oral instructions with regard to this notice.

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
PROFESSIONAL AIRPORT ARCHITECT / ENGINEERING (A/E)
CONSULTING SERVICES FOR DEVELOPMENT
PROJECTS AND SPECIAL SERVICES
AT CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA**

GENERAL

The Concord-Padgett Regional Airport (**Airport code: JQF; IATA code: USA**) is located 15 minutes northeast of Charlotte North Carolina, in Cabarrus County, and is owned and operated by the City of Concord. The airport has one 7,400' x 100' foot runway, on site ARFF, federal contract control tower, and is classified by the FAA as a FAR Part 139 Class 1 commercial service airport. In 2019 the FAA reported 81,410 total operations occurred at JQF, 3,584 of those operations were airline operations. The airport current has one scheduled commercial airline, Allegiant which serves seven (7) destinations from Concord-Padgett Regional Airport with 170,120 enplanements in 2019.

The City of Concord is requesting Statements of Qualifications (SOQs) from interested and qualified Aviation Consultants for engineering, planning, and subcontracted special services for Concord-Padgett Regional Airport for the next five (5) years.

The services may include, but are not limited to, preliminary design, final design, bidding, construction, and closeout phases of apron expansions, hangars, control tower, fuel farm, terminal area facilities and other projects as determined by the City of Concord. Services may also include ALP updates, airfield lighting and signage plans, exhibit drawings, grant application & management, land acquisition program assistance, and other projects as determined by the City of Concord.

Special Services may include subcontracted or performed special services such as surveying, geotechnical, environmental, construction observation, and quality assurance testing.

Planning service needs for Concord-Padgett Regional Airport will be covered under separate RFQ at a future date.

PURPOSE

The purpose of this Request for Qualifications is to obtain qualifications and experience information about Aviation Consultants interested in providing expert, professional, technical, and advisory services at the discretion of the City of Concord for anticipated architectural and engineering projects of the type generally listed in the above paragraph including expected schedule for a period not to exceed five (5) years. Projects anticipated to be completed during this time period are:

- Hangar Taxilane Rehabilitation
- Runway Widening
- North & South Apron Expansion

- EMAS for Runway 2 Overrun area
- Fire Station / Security Center
- North Apron Expansion
- West Side GA complex
- Airport Tree Obstruction Removal
- South Apron Expansion
- Commercial Terminal Expansion

Additional details on these projects, broad project scopes, probable year, anticipated services, and estimated costs can be found in Attachment “A”

The information obtained will be utilized by the City of Concord to evaluate each interested firm by utilizing a qualifications-based selection criterion outlined in this Request for Qualifications (RFQ). The City reserves the right to pick one or more firms to negotiate an aviation consulting contract(s) with the City for a period beginning **September 1, 2020**. Work under the agreement will occur on an as-needed basis (not on a monthly ongoing fee basis) as projects schedules, funding availability, or needs develop. Some services may not be required under the agreement and the City reserves the right to initiate additional procurement actions for any of the services included in the initial procurement.

REQUIREMENT/SCOPE

To be considered for selection, the Aviation Consultant (“Firm”) must be experienced, be [registered to do business in the State of North Carolina](#), and [prequalified by the NCDOT](#) in the Airport Planning/Design/Engineering Category. The Firm must have the financial ability to undertake the work and assume the liability having professional liability insurance coverage that meet the minimum City of Concord requirements. The selected consultant will be required to enter into an agreement with the City of Concord which will be reviewed by the North Carolina Division of Aviation and Federal Aviation Administration. Aviation Consultants submitting a Statement of Qualifications must have a verifiable history of providing, at a minimum, the following related scope services:

1. Airport planning, environmental analysis, land acquisition assistance, preliminary design, final design, estimating, bidding, construction administration, and resident project representative services for potential airport projects.
2. Subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing
3. Demonstrated assistance in preparation of funding grant applications for the North Carolina Department of Transportation, Division of Aviation (NCDOA) and/or the Federal Aviation Administration (FAA), and develop justification to document the need for federal and state funds. Demonstrated assistance in developing documents and submittals for project funding is required.

4. Experienced Disadvantaged Business Enterprise (DBE) goal setting, evidence-based documentation of meeting DBE goals or adequate good faith efforts to meet DBE goals
5. Provide technical assistance and advice to the activities identified above as required.

PROPOSAL FORMAT

To facilitate review of your Statement of Qualifications by the City of Concord, it is requested that your submission conform to the following format:

1. **Cover Sheet:** List project title (Airport Architectural, Engineering, and Subcontracted Special Services), the name of your firm, and the name, address, telephone number, and email address of a contact person for questions concerning the Statement of Qualifications submitted.
2. **Experience of the Firm:** Provide a narrative of your firm's history and prior experience and qualifications in airport engineering, planning, and construction work for similar projects. Provide a list of similar airport projects involving federal and state funding completed within the last five (5) years. Also, please reference the experience of firm personnel in working with FAA and NCDOA regulations, procedures, and grants.
3. **Project Team:** Provide a list of the project team members and project manager, including the office location where they currently work, that you propose to use on these projects and identify the responsibility of each team member. Provide an organization chart, brief resume' for each person listing specific similar project experience and professional certifications.
4. **References:** Provide the name, address and telephone number, and email address of at least three (3) references familiar with the quality of work done by your firm on similar projects.
5. **Other Supporting Data:** Include any other information you feel to be relevant to the selection of your firm (such as a description of accounting system and processes firm uses to identify costs chargeable to specific projects).

The entire Statement of Qualifications (SOQ) must not exceed fifteen (15) pages; excluding the cover sheet, index sheet, and letter of introduction. Statement of Qualifications exceeding 15 pages will be returned and not considered.

DO NOT SUBMIT COST OR FEE SCHEDULES FOR CONSULTANT SERVICES WITH SOQ.

CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS

A qualifications based selection process conforming to FAA Advisory Circular 150/5100-14E *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* will be utilized to select a consultant. Fee information will not be considered in the selection process and shall not be submitted with the Statement of Qualifications. Fees will be negotiated for projects as federal funds become available. The agreement(s) between the City of Concord and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for A/E agreements will be attached to each agreement.

Consultants will be rated by a selection committee according to the following selection criteria and the weight given to each:

1. **Response Capability/Project Requirement Understanding (30 points):** Preference shall be afforded to those firms which will be able to demonstrate they can adequately respond to requests for consultation meetings, project administration requirements, meet project deadlines, have capability to conduct Value Engineering (VE) studies, and firms that have a detailed understanding of the project requirements.
2. **Qualifications of the Firm, Including Firm Personnel (25 points):** Preference shall be given to those firms and personnel with experience and training in airport planning, land acquisition, airfield design, and construction administration for similar projects, as outlined in this RFQ.
3. **Overall Qualifications and Location of the Project Manager and Project Team (20 points):** Identified Project Manager and those personnel that will be assigned to the project(s) including the location of their office. Preference shall be given to project teams with specific experience on similar projects identified in Airport's Master Plan, ALP, or TIP and familiarity with the Concord-Padgett Regional Airport, the Charlotte region, and proposed projects, and unique challenges as outlined in Attachment "A" this RFQ.
4. **Experience in Working with FAA & NCDOA Regulations and Procedures (15 points):** Preference shall be given to project team personnel (especially the consultant, but including sub-consultants regularly engaged by consultant under consideration.) with a demonstrated working relationship with the FAA and NCDOA, and possess a thorough understanding of FAA rules and regulations regarding design and development of airports similar to the Concord-Padgett Regional Airport.
5. **Ability to meet DBE Goals (10 points):** The consultant shall have a demonstrated ability to meet the required DBE goals for professional services. Provide information/qualifications on proposed DBE firm(s) to be used, including where and when the DBE firms have worked with your firm on past airport projects similar to those outlined in this RFQ.

SELECTION OF THE CONSULTANT

The selection of consultant(s) will be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required. The City of Concord will use an internal review committee (or board as described in section 2.6.2 of FAA AC 150/5100-14E) to evaluate each of the Statement of Qualifications received in response to this RFQ following the screening and ranking criteria described above.

The review committee shall then evaluate, score, and rank all SOQ received and then recommend the top ranked firm to enter into a five-year Master Contract with the City of Concord. Emphasis in selecting a consulting firm shall be placed on the firm's qualifications, experience, and response capability in projects similar to those which the City of Concord anticipates undertaking.

With respect to this RFQ, contact with any members of the City of Concord City Council, City of Concord staff, or members of the Concord-Padgett Regional Airport staff, other than the Contact Person specified in this RFQ, by any of the proposed Consulting Firms during the evaluation period is strictly prohibited and will result in that Firm being eliminated from consideration.

The City of Concord reserves the right to reject any and/or all submitted Statement of Qualifications (SOQ) and to waive or decline any SOQ irregularities. Submittals will become the property of the City of Concord.

The Concord-Padgett Regional Airport in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. ("Title VI") and the regulations, hereby notifies proposed consultants that it will affirmatively ensure that any contract entered into pursuant to this advertisement, that disadvantaged business enterprises will be afforded full and fair opportunity to submit a SOQ in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration for selection.

CONTRACT

The selected Aviation Consultant firm(s) shall execute a Master Contract with the City of Concord based on the criteria described in this RFQ and the Firm's Statement of Qualifications. A template of the Master Contract outlining the City of Concord's general contract and insurance requirements can be found as Attachment "B" to this RFP. The agreement(s) between the sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in FAA AC 150/5100-14E. The most current version of the Federal Contract Provisions will also apply to the Master Contract. Those provisions can be found at the following web address:

https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/combined-federal-contract-provisions.pdf

For each project performed under the Master Contract, a detailed scope of work will be developed and agreed to by the Aviation Consultant(s) and the City of Concord. This detailed scope of work and associated fee will be developed into a work authorization and included as an attachment to the Master Contract.

The Master Contract may be cancelled by either party for any reason at any time with sixty (60) day notice.

SUBMISSION OF QUALIFICATIONS STATEMENT

Statement of Qualifications must be submitted, by hand delivery or mail, no later than 2:00 p.m. local time on **Wednesday, July 1, 2020** to:

Name: Mr. Dirk Vanderleest
Aviation Director

Address: Concord-Padgett Regional Airport
9000 Aviation Boulevard
Concord, NC 28027
Tel: 704-920-5912

Three (3) hard copies and one electronic .pdf file (on CD, DVD or USB drive) of the firm's Statement of Qualifications are required. Statements of Qualifications received after this deadline will not be considered.

CONTACT PERSON

All questions must be submitted via email no later than 2:00 p.m. local time on **Friday, June 19, 2020** to:

Mr. Dirk Vanderleest
Aviation Director
9000 Aviation Boulevard
Concord, NC 28027
Email: vanderleest@Concordnc.gov

Firms interested in obtaining more information on Concord-Padgett Regional Airport may visit the airport website: www.concordnc.gov/Departments/Concord-Regional-Airport

Also, any additional requests for information, or additional project details must be made in writing and arranged through the RFQ Contact Person and deadline listed above.

Due to COVID-19, no meetings or airport tours or visits will be provided to any firms with regard to this RFQ.

For addition airport and project details, the latest Airport Master Plan is available to review on the Concord-Padgett-Regional Airport website: <https://www.concordnc.gov/Departments/Concord-Padgett-Regional-Airport/Airport-Master-Plan>

SELECTION NOTIFICATION

The City of Concord appreciates your firm's interest in providing services to the Concord-Padgett Regional Airport and for submitting a Statement of Qualification. The City of Concord anticipates notifying the chosen firm(s) of its selection (or non-selection) by **August 14, 2020**.

If selected, please be ready and prepared to discuss and define detailed scope of work for known projects included in this RFQ but not fee estimates. The City of Concord is required to prepare an Independent Fee Estimate (IFE) based on the agreed upon scope of work before selected firm submits its cost proposals with detailed project proposal.

Anticipate submittal of selected firm proposal after **August 14, 2020** with negotiation period to extend until **August 28, 2020**. If agreement is reached, contract for the five (5)-year term is anticipated to be awarded at the City of Concord City Council meeting with effective contract start date of **October 1, 2020**.

If a consultant service agreement cannot be agreed upon by **August 31, 2020**, the City of Concord reserves the right to end negotiations with top ranked selected firm and begin negotiations with the next highest ranked firm.

RFO TIMELINE

The following is a timeline overview for key events of this RFQ:

Advertisement of RFQ	June 1, 2020
Deadline for Questions	June 19, 2020
SOQ Submission Deadline	July 1, 2020
Selection of Preferred Firm	August 13, 2020
Contract Negotiation Period	August 14 th – August 28 th
Contract Award	September 13, 2020
Contract Start Date	October 1, 2020

{END OF RFQ}

From: Lauren Linker
Sent: Tuesday, July 21, 2020 12:38 PM
To: Londa Strong
Subject: Agenda Item

G.-8.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING

August 17, 2020
6:30 PM

AGENDA CATEGORY:

New Business

SUBJECT:

Active Living and Parks - WW Flowe Park Lease

BRIEF SUMMARY:

In 1995, The Active Living and Parks Department received a donation of 65 acres on Central Heights Drive in Concord for future park development. The donation was from Mary and Harry Brown. In 2007 an additional 60 acres was donated through Wachovia Bank and Trust as part of the Will of W.W. Flowe. Mr. Sam Davis, attorney, represents the Trust.

W.W. Flowe was the father of Mary Flowe Brown. Mr. Flowe was a textile manufacturer who was prominent in Cabarrus County's industrial development. In 2002, Phase 1 was opened to the public as W.W. Flowe Park. Cabarrus County Active Living and Parks Department developed Phase 1 and signed an Agreement with the City of Concord to operate the Park. Concord has operated the park and maintained it since it opened in 2002.

The current Lease between the County and Concord will expire March 31, 2022 and can be extended for an additional 20 years if approved by the Board of Commissioners. This is in alignment with the current Agreement.

The two departments have been successfully working together on this property for almost 20 years. Concord Parks and Recreation Department recently developed a Masterplan for all of the property which includes development of the property on the South side of Central Heights Drive as well as renovations and additional amenities on the Northeast side of Central Heights Drive (existing developed area).

The City of Concord has requested to have the property deeded to them so they can fully develop it. Renovations and replacement of playground equipment is needed. With additional athletic fields to Phase 1 side, additional parking is needed and is part of the Masterplan as well. These renovations are estimated to be in excess of \$350,000. Mr. Davis has been made aware of this request.

This proposal has been presented to the Active Living and Parks Department Commission. The Department sees this as a win for the citizens of Cabarrus County provided Concord continues to develop based on their CIP and recommends this condition be a part of the future agreement.

REQUESTED ACTION:

Motion to approve deeding the developed and undeveloped property know as W.W. Flowe Park to the City of Concord Parks and Recreation Department with the knowledge they will continue to develop the property.

EXPECTED LENGTH OF PRESENTATION:

Kind Regards,
Lauren

Lauren Linker, NCCCC
Clerk to the Board

Board of Commissioners
Cabarrus County
O: 704-920-2109
F: 704-920-2820



DRAFT

CENTRAL CABARRUS DR SW

Loop Greenway
Trail system & High
School connection

New
Diamond
field

New
Multi-purpose
field

Expanded
Parking

PG1

PG2

New
Dog
Park

New
Parking

CENTRAL HEIGHTS DR

ARLEE CT SW

SAGEWOOD PL SW

FALLS LAKE DR SW



Central Cabarrus High School

Stonewall Jackson Training School

Stonewall Jackson Training School

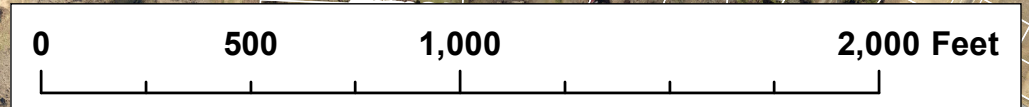
Stonewall Jackson Training School

PARCEL 1:
WW Flowe Park
42.6 acres

PARCEL 3:
20.76 acres

PARCEL 2:
52.82 acres

Parcel 1: 42.6 acres
Parcel 2: 52.82 acres
Parcel 3: 20.76 acres
TOTAL: 116.18 acres



DRAFT Conceptual Map



SITE DEVELOPMENT DATA

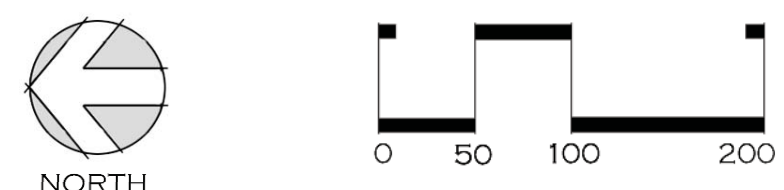
EXISTING ZONING: Low Density Residential (LDR)

PROPOSED ZONING CHANGE: Office/Institutional (OI) (based on 2008 Land Use Plan changes.)

PARCEL 1 (55286729760000): +/- 60.31 AC

PARKING COUNT: +/- 415

Note: Conceptual site plan subject to change. Conceptual site plan prepared as a preliminary site capacity study and development summary based on information provided by Cabarrus County GIS data and assumptions based on development of the property and is not intended to be used for property appraisal or other purposes or have bearing on any financing, sales or other performance based criteria.



AGENDA ACTION REPORT

NOTE: THIS AGENDA ACTION REPORT IS FOR INFORMATION PURPOSES ONLY. THE MINUTES FOR THE MEETING WILL BE THE OFFICIAL RECORD OF ACTION TAKEN BY THE BOARD AUGUST 17, 2020

CABARRUS COUNTY

**BOARD OF COMMISSIONERS
REGULAR MEETING**

**AUGUST 17, 2020
6:30 P.M.**

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

- A. APPROVAL OR CORRECTIONS OF MINUTES** **APPROVED**
- | | | | |
|----|---------------|-------------------|-------------------|
| 1. | July 6, 2020 | (Work Session) | Pages 4401 – 4409 |
| 2. | July 21, 2020 | (Regular Meeting) | Pages 4410 – 4438 |
- B. APPROVAL OF THE AGENDA** **APPROVED WITH THE FOLLOWING CHANGES**
- Additions:
- Recognitions and Presentations
- C-2 DHS – Child Support Awareness Month Proclamation
- New Business
- G-1 County Manager – Funding Request from Boys and Girls Club of Cabarrus County
- G-2 Communications and Outreach – Discussion of Behavioral Insight Study from Duke University
- Updated:
- Consent Agenda
- F-3 County Manager – FY 20 Funding Re-appropriations
- List Updated
- Supplemental Information:
- Recognitions and Presentations
- C-3 Sheriff’s Office – Recognition of “Storm” on His Retirement from the Cabarrus County Sheriff’s Office as K-9 Service Dog

- Photos Added

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Senior Centers Month September 2020
ADOPTED PROCLAMATION
2. DHS – Child Support Awareness Month Proclamation
ADOPTED PROCLAMATION
3. Sheriff’s Office – Recognition of “Storm” on His Retirement from the Cabarrus County Sheriff’s Office as a K-9 Service Dog
RECOGNIZED STORM
4. Soil and Water - Annual Conservation Contest Winners
RECOGNIZED CONTEST WINNERS

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

NONE

E. OLD BUSINESS

NONE

F. CONSENT AGENDA **APPROVED**

(Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. Active Living and Parks - WW Flowe Park Lease
2. Appointments and Removals - Library Board of Trustees
3. County Manager - FY 20 Funding Re-appropriations
4. County Manager - Humane Society of Cabarrus County
5. County Manager - Involuntary Commitment Transport Services
6. County Manager - Sanitary Sewer Easement at Weddington Hills Elementary School
7. Finance - Request for Additional \$30,000 for Sheriff Training and Firing Range Renovation Project
8. Finance - Rowan Cabarrus Community College Contingency Request for Advanced Technology Center - \$251,093.86
9. Finance - Write off of Ambulance, Library and Miscellaneous Receivables
10. Infrastructure and Asset Management - Cabarrus County Courthouse Expansion Construction Manager at Risk Contract Extension (GMP 1.5)
11. Infrastructure and Asset Management - Cabarrus County Emergency Medical Services Headquarters Construction Manager At Risk Selection
12. Infrastructure and Asset Management - Human Services Center Lease Renewal
13. ITS - Storage Area Network Refresh Lease Agreement
14. Library - Circulation Policy Changes
15. Library - Proposal to End Overdue Fines
16. Sheriff's Office - Award of Service Weapon
17. Sheriff's Office - Declare K-9 "Storm" Surplus Property

18. Sheriff's Office - Integrated In-Car Video
19. Tax Administration - Refund and Release Reports – July 2020

G. NEW BUSINESS

1. County Manager – Funding Request from Boys and Girls Club of Cabarrus County
APPROVED
2. Communications and Outreach – Discussion of Behavioral Insight Partnership Study from Duke University
APPROVED \$15,000 FROM CARES ACT RELIEF FUNDS TO PARTICIPATE IN STUDY

H. REPORTS

1. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
COMMISSIONER SHUE COMMENTED ON THE NAME CHANGE AND BRANDING OF THE CENTRALINA COUNCIL OF GOVERNMENTS TO THE CENTRALINA REGIONAL COUNCIL.
2. BOC - Request for Applications for County Boards/Committees
APPLICATIONS ARE BEING ACCEPTED FOR THE FOLLOWING COUNTY BOARDS/COMMITTEES:
 - **ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE – 7 VACANT POSITIONS**
 - **CONCORD PLANNING AND ZONING COMMISSION (ETJ) – 1 VACANT POSITION**
 - **EARLY CHILDHOOD TASK FORCE ADVISORY BOARD – 6 VACANT POSITIONS**
 - **HARRISBURG FIRE ADVISORY BOARD (ETJ) – 1 VACANT POSITION**
 - **JUVENILE CRIME PREVENTION COUNCIL – 3 VACANT POSITIONS (POLICE CHIEF, STUDENT UNDER 18/CCS AND STUDENT UNDER 18/KCS) AND 6 TERMS EXPIRING SOON**
 - **NURSING HOME COMMUNITY ADVISORY COMMITTEE – 8 VACANT POSITIONS**
 - **REGION F AGING ADVISORY COMMITTEE – 1 VACANT POSITION**
 - **TRANSPORTATION ADVISORY BOARD – 3 VACANT POSITIONS (MIDLAND, NC MENTAL HEALTH, AND CLERGY)**
 - **YOUTH COMMISSION – 5 VACANT POSITIONS (HICKORY RIDGE, JAY M. ROBINSON, MOUNT PLEASANT AND AT-LARGE HIGH SCHOOLS) AND 4 EXPIRED TERMS**
3. County Manager - Monthly Building Activity Reports
RECEIVED REPORT AS PART OF THE AGENDA
4. County Manager - Monthly New Development Report
RECEIVED REPORT AS PART OF THE AGENDA
5. EDC - July 2020 Monthly Summary Report
RECEIVED REPORT AS PART OF THE AGENDA
6. Finance - Monthly Financial Update
RECEIVED REPORT AS PART OF THE AGENDA

I. GENERAL COMMENTS BY BOARD MEMBERS

COMMISSIONER POOLE GAVE A SHOUTOUT TO EVERYBODY IN CABARRUS COUNTY THAT WENT BACK TO SCHOOL TODAY. SHE ALSO THANKED THE BOYS AND GIRLS CLUB AND EVERYONE PROVIDING ASSISTANCE TO THE PARENTS AND STUDENTS.

CHAIRMAN MORRIS COMMENTED ON THE CHALLENGES EVERYONE IS FACING WITH THE HOPES WE ARE ABLE TO GO BACK TO NORMAL SOON.

**J. WATER & SEWER DISTRICT OF CABARRUS COUNTY
NONE**

**K. CLOSED SESSION
NONE**

L. ADJOURNED AT 7:14 P.M.

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

September 8, 2020	Work Session	4:00 p.m.	Multipurpose Room
September 21, 2020	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 5, 2020	Work Session	4:00 p.m.	Multipurpose Room
October 19, 2020	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 21, 2020	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

Mission:

Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs and provide services that continually enhance quality of life.

Vision:

Our vision for Cabarrus is a county in which our children learn, our citizens participate, our dreams matter, our families and neighbors thrive and our community prospers.

**Cabarrus County Television
Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings**

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda Work Sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the Regular Meeting. Then the Regular Meeting begins airing live the 3rd Monday of each month and is broadcast up until the next Agenda Work Session.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.



182



DORTON PARK MASTER PLAN

CITY OF CONCORD, NC | AUGUST 2020



1. INTRODUCTION

A. ABOUT DORTON PARK.....4

2. EXISTING CONDITIONS

A. REGIONAL CONTEXT.....5

B. PROJECT AREA MAPS.....6 - 7

C. PHOTO ASSESSMENT OF PARK.....9 - 25

3. PRELIMINARY MASTER PLAN

A. OVERVIEW.....27

B. OVERALL CONCEPT.....28

C. ENLARGEMENT.....29

4. COMMUNITY WORKSHOP #1

A. STATIONS.....31

B. FEEDBACK.....32 - 35

5. REVISED MASTER PLAN

A. OVERVIEW.....37

B. OVERALL CONCEPT.....38

C. ENLARGEMENT.....39

6. COMMUNITY WORKSHOP #2

A. STATIONS.....41

B. FEEDBACK.....42 - 43

7. FINAL MASTER PLAN

A. OVERVIEW.....45

B. OVERALL CONCEPT.....46

C. ENLARGEMENT.....47 - 53

8. OPINION OF PROBABLE COST

A. OPINION OF PROBABLE COST.....55

9. APPENDIX

A. NCDOT POPLAR TENT ROAD WIDENING PROJECT...57

183



184

INTRODUCTION

DORTON PARK

With a variety of park amenities, Dorton Park is key community asset for the City of Concord, NC. Due to its location on the edge of City limits and proximity to Interstate 85, Dorton Park provides recreation access outside the center of downtown Concord.

This heavily visited park offers 30 acres of recreation, fitness and athletic opportunities. Dorton Park is surrounded by Afton Village, a mixed-use community, which provides a neighborhood context for park users.

The park currently entails:

- Three tennis courts
- One 5-12 playground
- One 2-5 playground
- Swings
- Two multi-purpose fields
- Three picnic shelters
- 9-hole disc golf course
- 1.1-mile gravel walking trail
- One restroom facility
- Concession Stand



Already a prominent community resource, the Dorton Park Master Plan will highlight enhancements that expand amenities and connectivity that ultimately provide a high-quality user experience for residents and visitors. A thorough existing conditions analysis, which examines infrastructure and amenity gaps and opportunities will be used to develop the master plan.

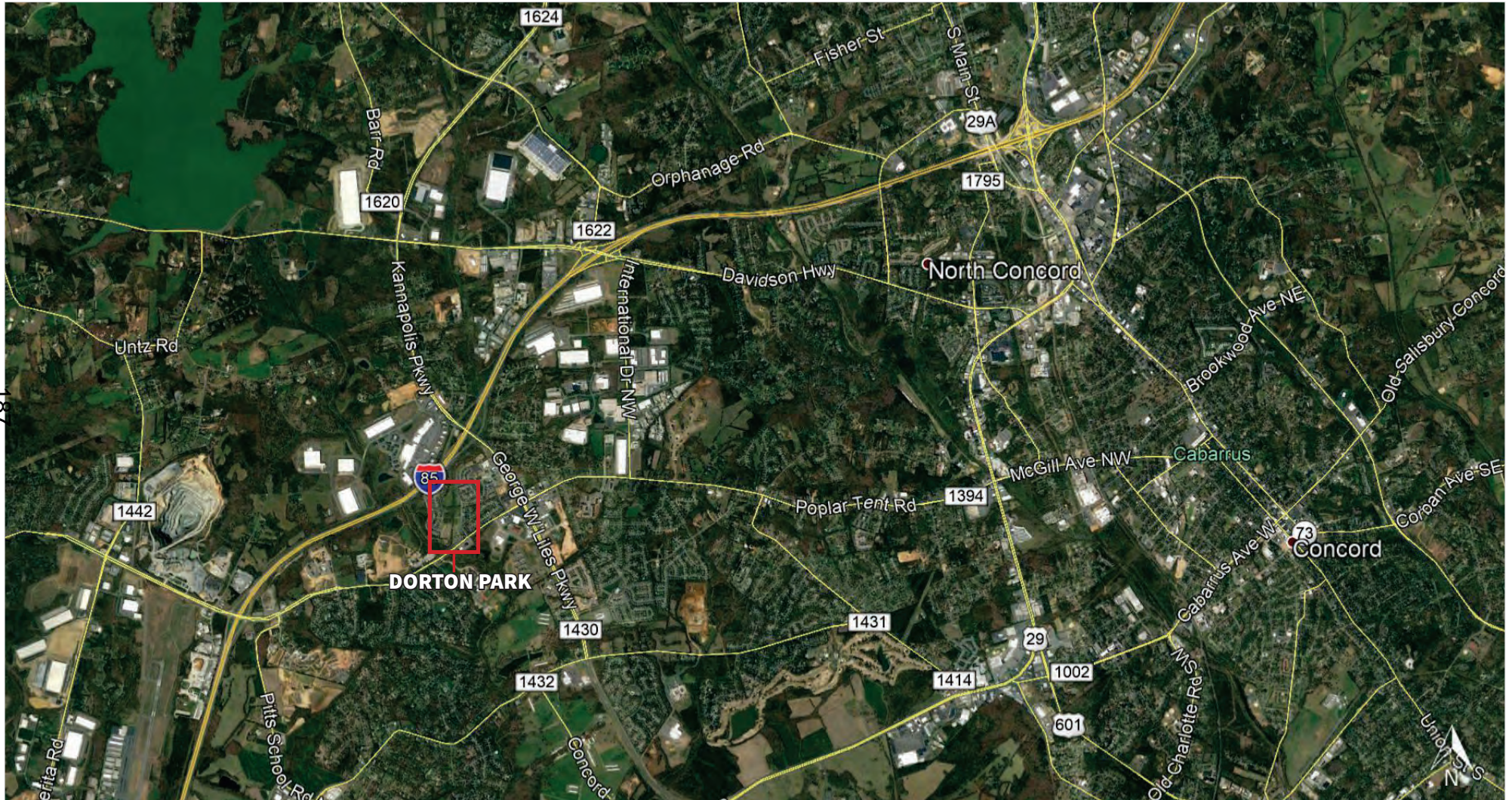
The Dorton Park Master Plan will examine and address:

- Parking and access
- Future greenway connectivity into the park and trailhead location
- Playground locations
- Inclusion of a water feature (i.e. splash pad)
- Walking trail placement
- Sport field layout and locations
- Shelter locations
- New tennis court layout and location
- Additional 9 holes for disc golf course
- Visual connectivity with streams
- Trail surface options
- Stormwater and flooding issues
- Potential for a stage/amphitheater
- Lighting
- Fitness stations
- Trash cans and bench locations



186

EXISTING CONDITIONS

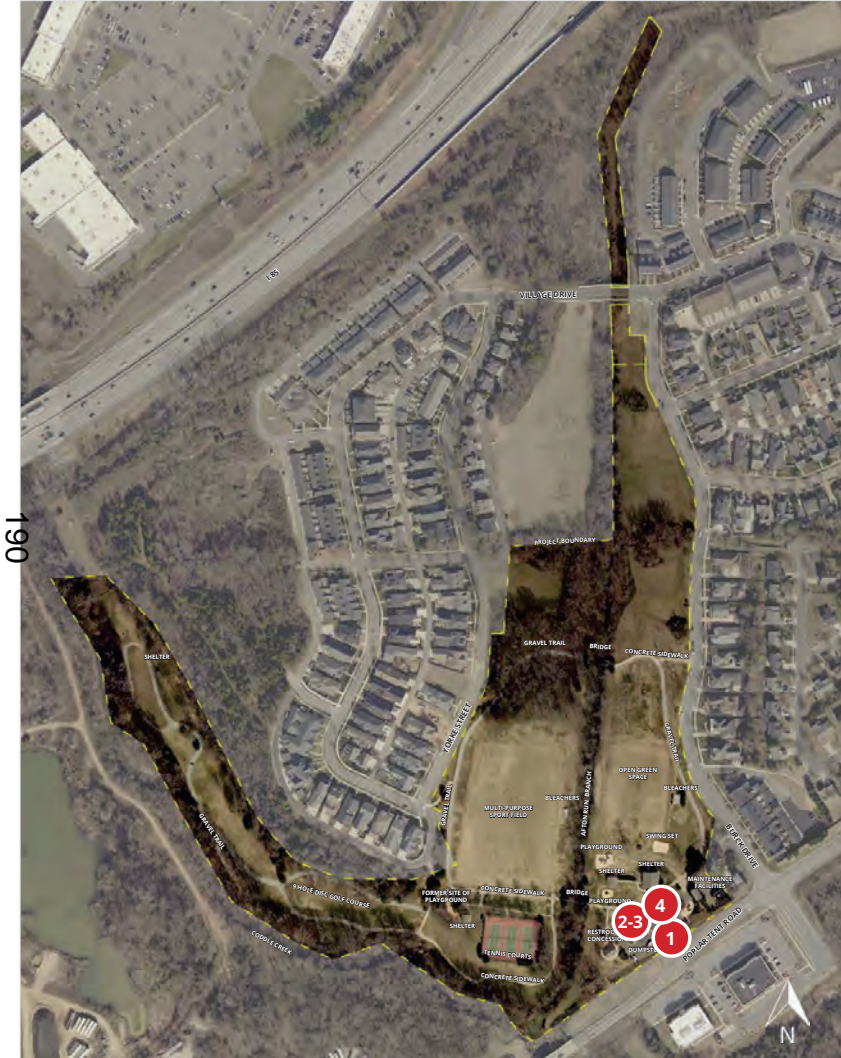




PROJECT AREA ENLARGEMENT



EXISTING SITE CONDITIONS



- Entrance from Poplar Tent Road
- Park entry sign



- Parking lot

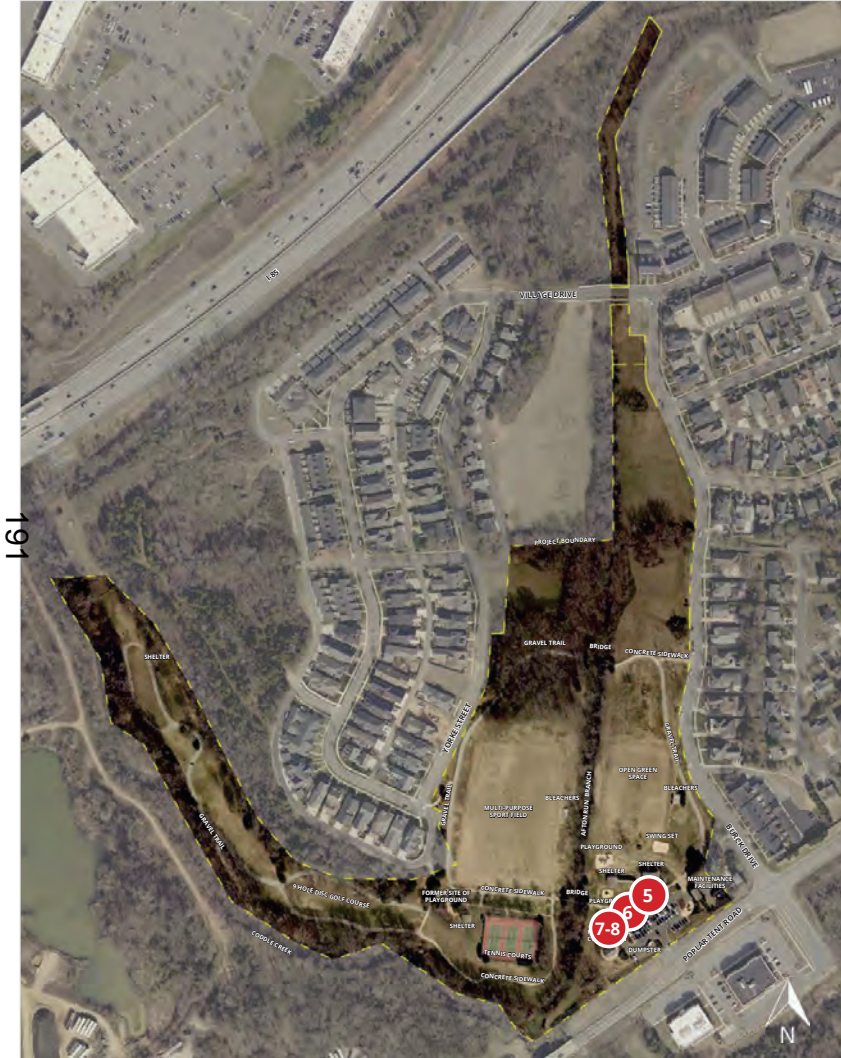


- Parking lot



- ADA parking and access

EXISTING SITE CONDITIONS



• Park signs



• Dog waste station



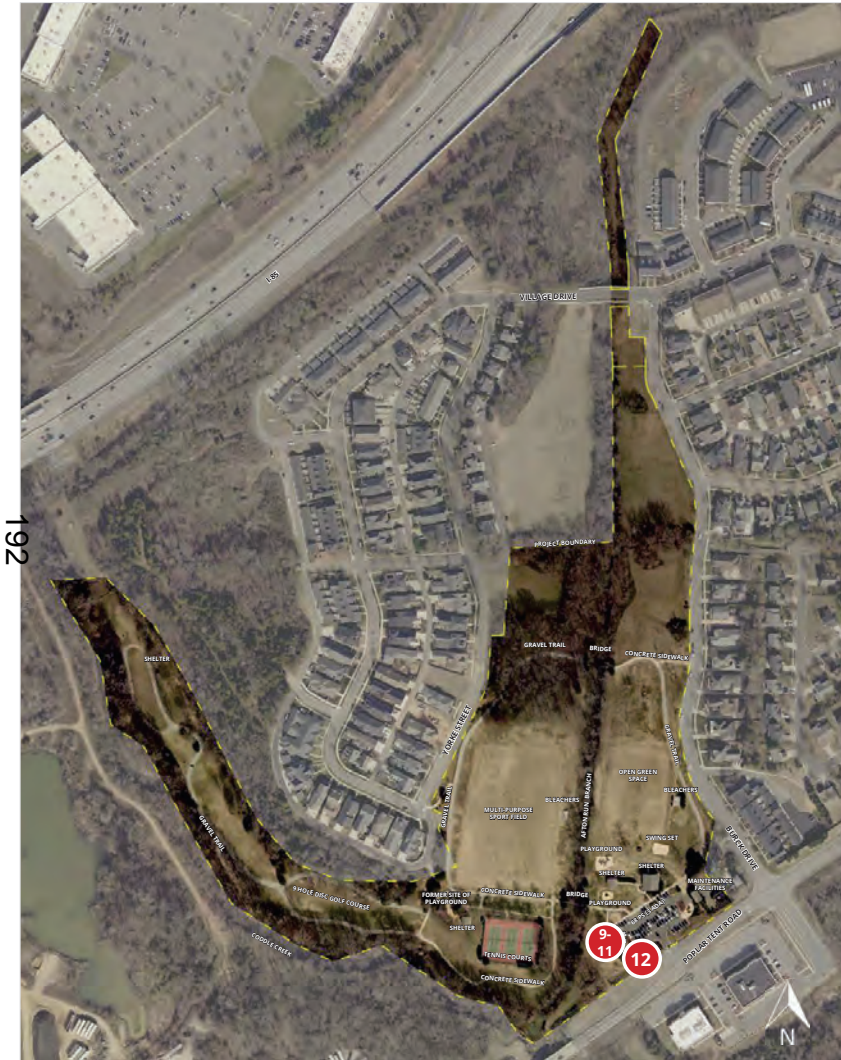
• ADA access to restroom and concession facility



• ADA access to restroom and concession facility

191

EXISTING SITE CONDITIONS



- Stairs from parking lot to restroom facility



- Restroom facilities



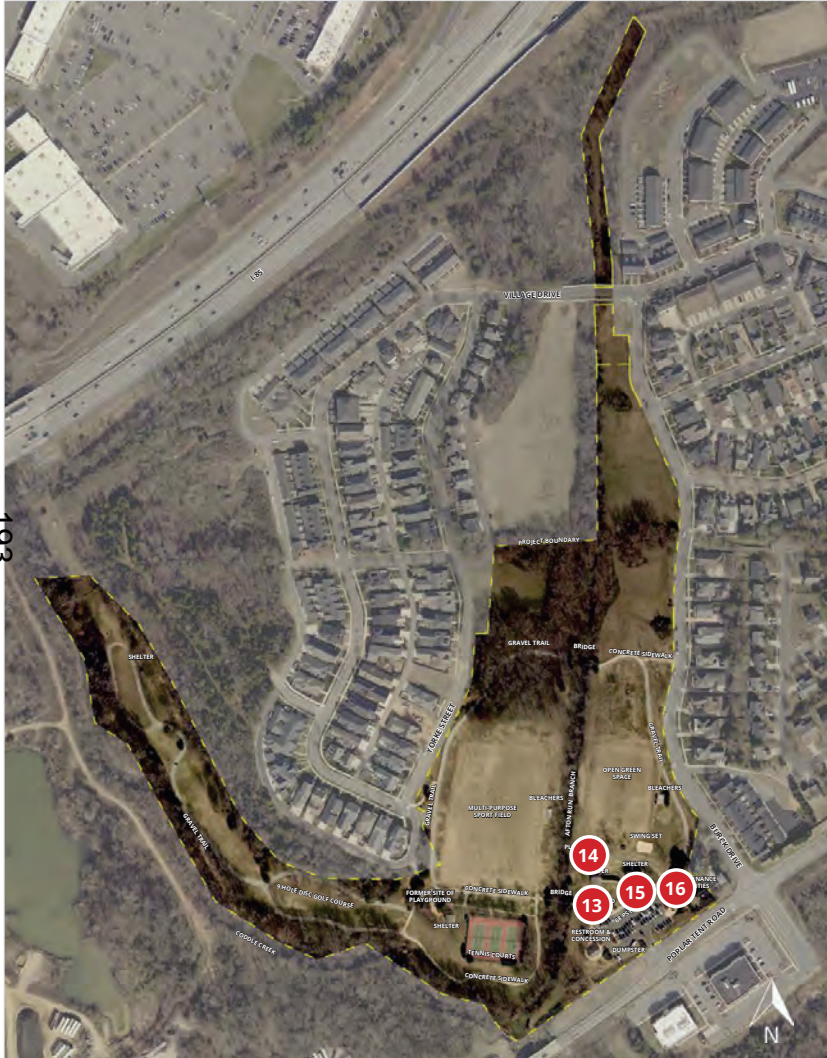
- Interior of restroom



- Dumpster

192

EXISTING SITE CONDITIONS



• Playground with fence due to proximity to the stream



• Picnic shelter and playground

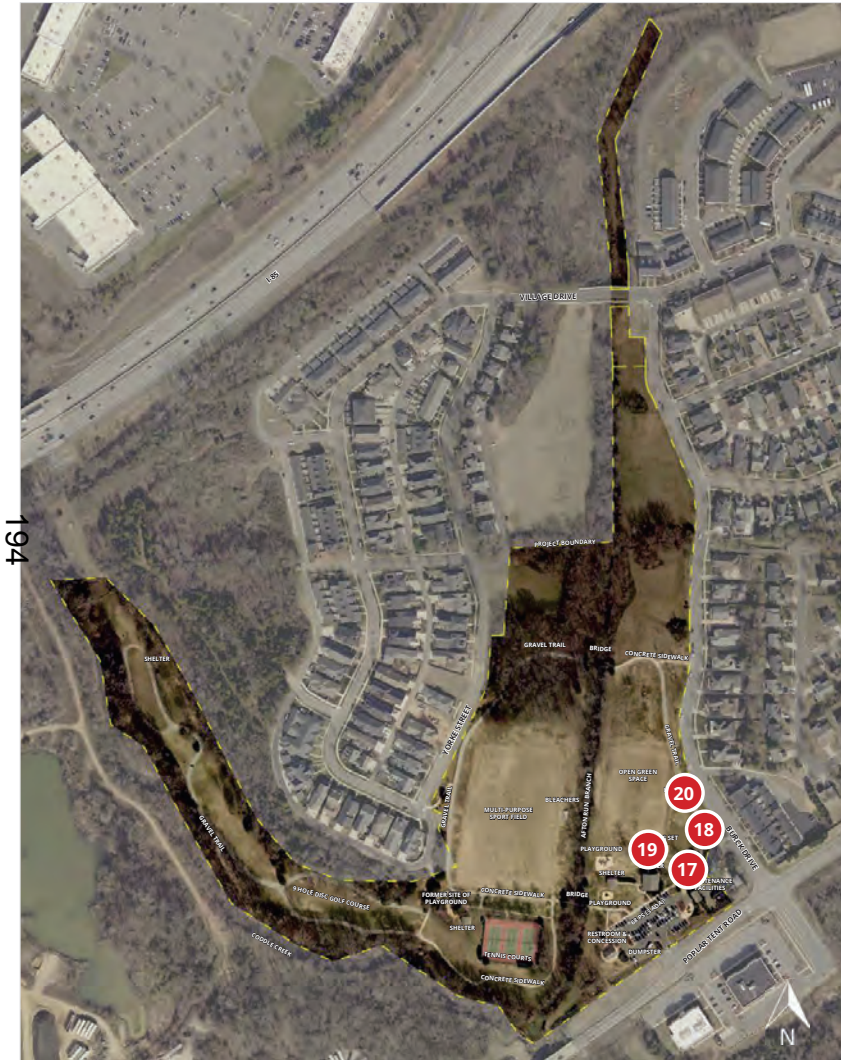


• Large picnic shelter



• Maintenance gravel driveway

EXISTING SITE CONDITIONS



• Natural surface trail connecting to parking lot



• Natural surface trail



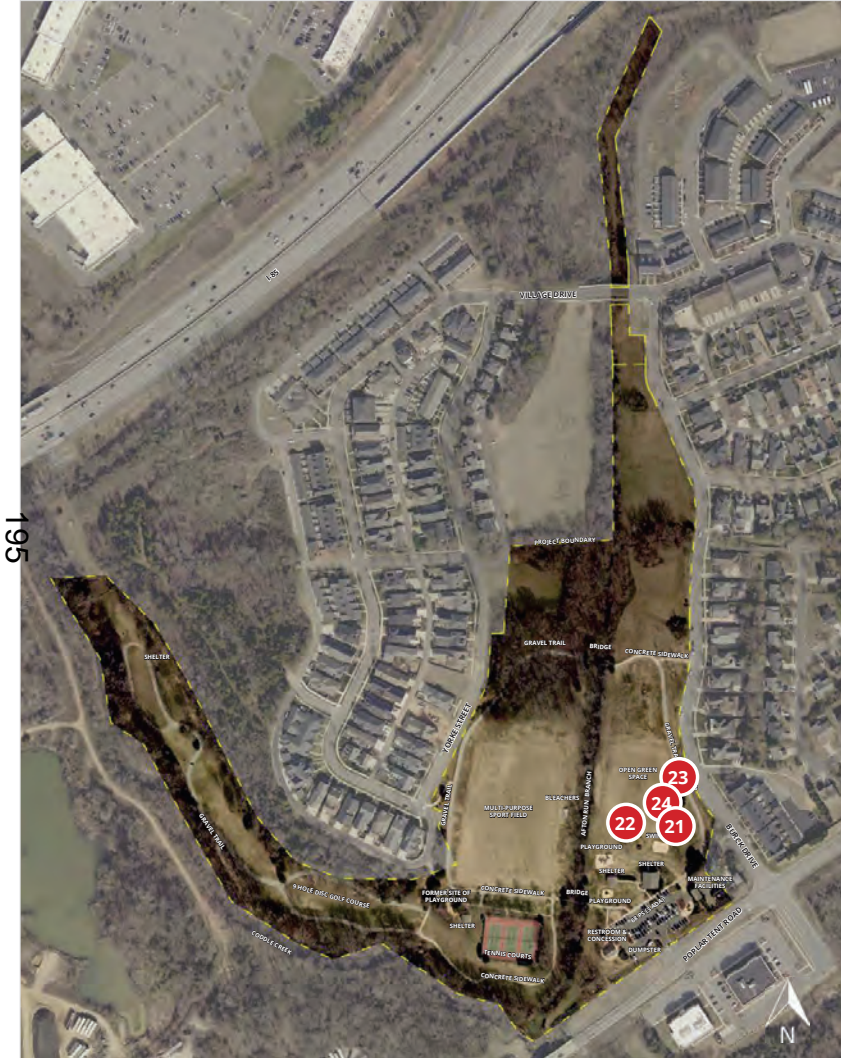
• Natural surface trail connecting to open field



• Neighborhood context
• Stormwater runoff from neighborhood is an issue

194

EXISTING SITE CONDITIONS



21 • Swing set behind the large picnic shelter



22 • Open green space



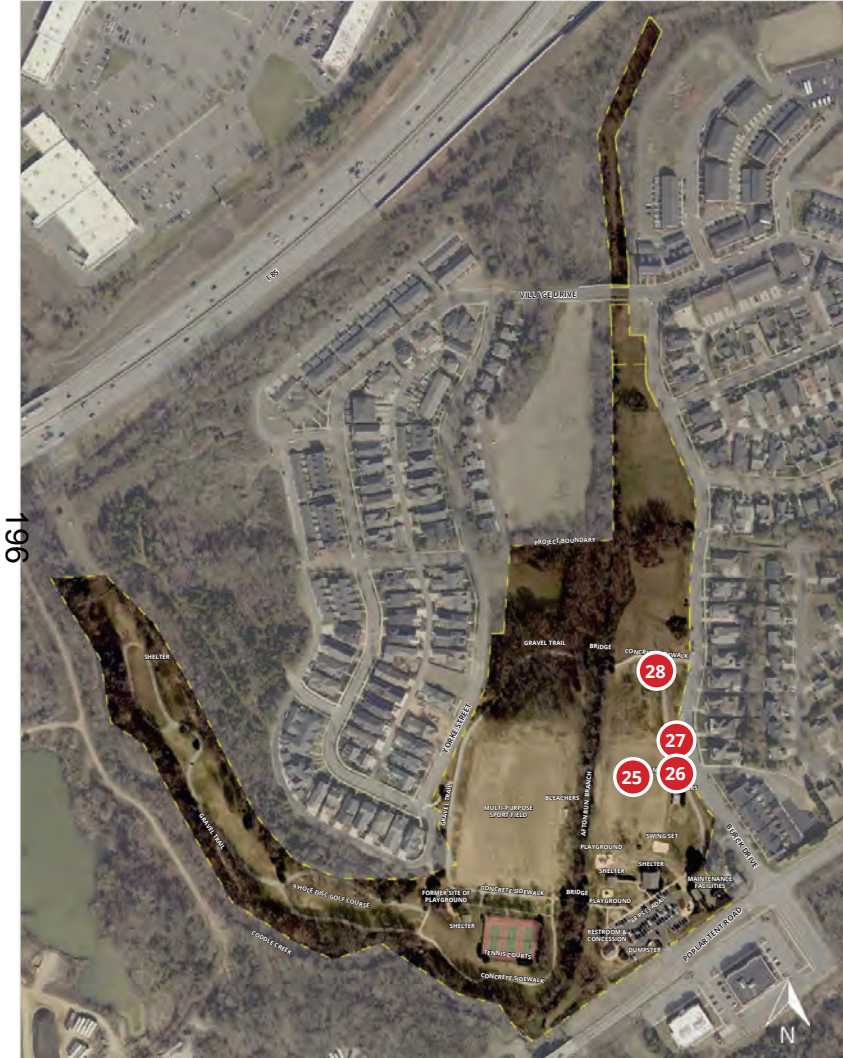
23 • Natural surface trail



24 • Bleachers/seating for field

195

EXISTING SITE CONDITIONS



• View of large open green space



• Burck Drive neighborhood context



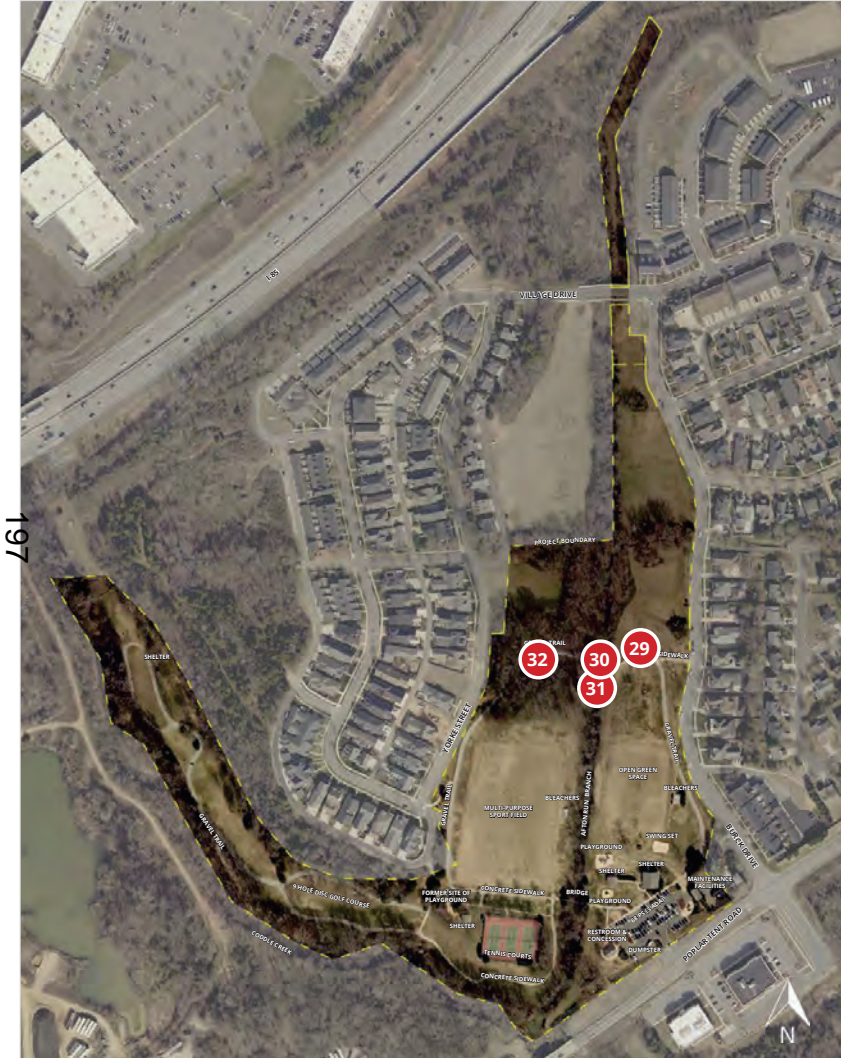
• Stormwater utilities



• Concrete trail begins
• Neighborhood access point

196

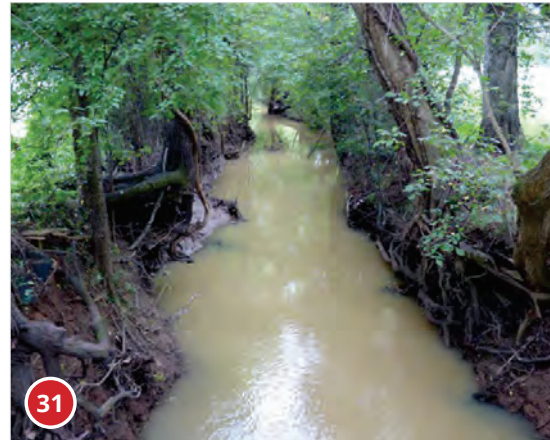
EXISTING SITE CONDITIONS



- YMCA to the north
- Trees create visual buffer to other side of park
- Open green space



- Wooden bridge to cross stream



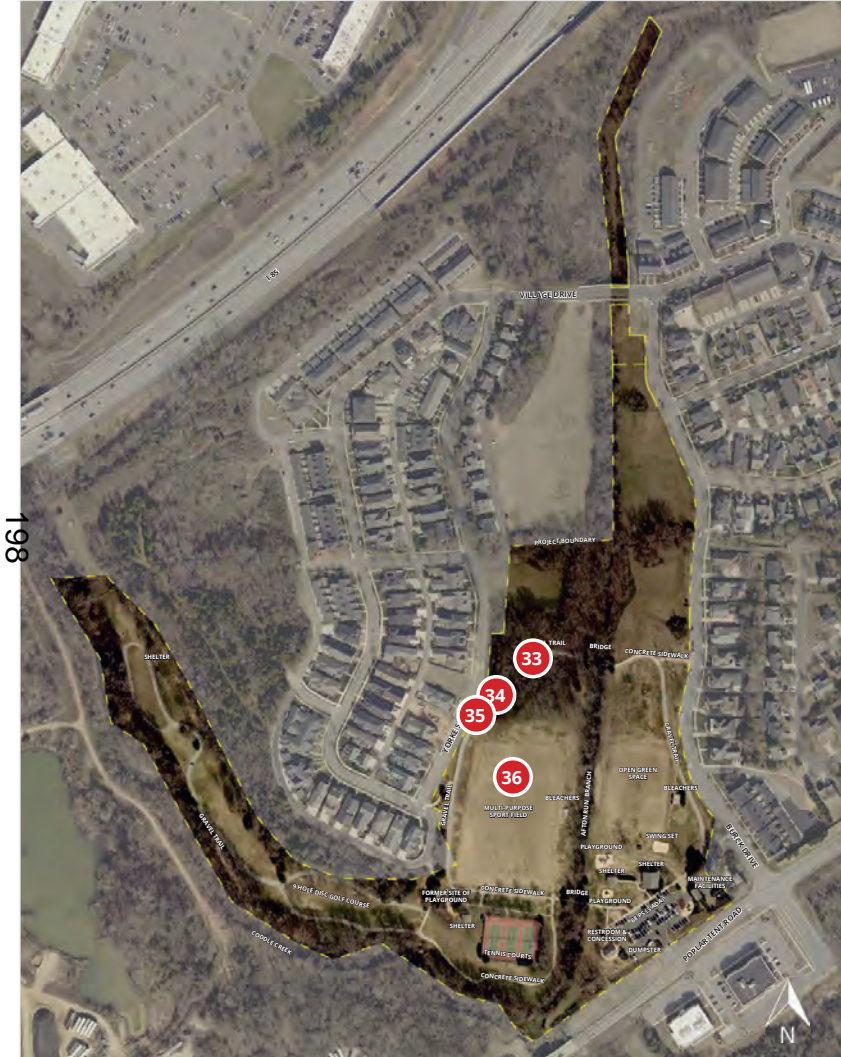
- Extreme stream erosion



- Natural surface trail
- Shaded area for users

197

EXISTING SITE CONDITIONS



- Stormwater runoff eroding trail



- Yorke Street neighborhood context



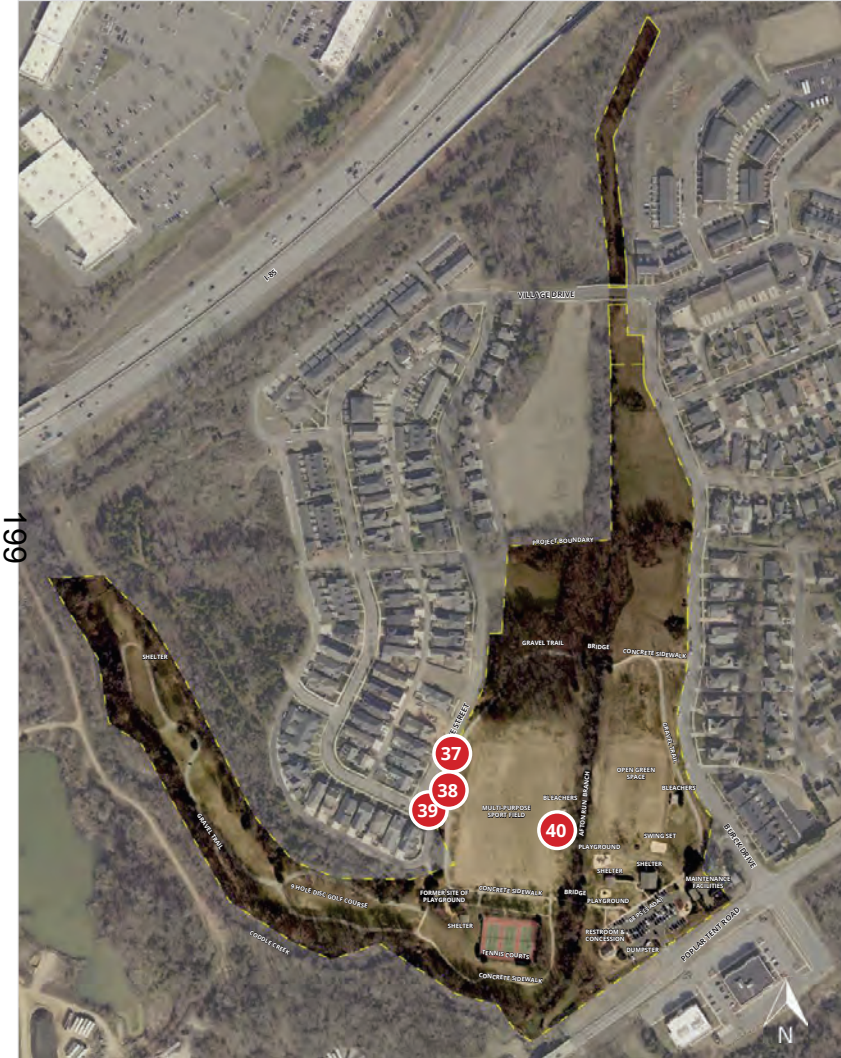
- Bench seating



- Multi-purpose field
- Mainly used for soccer and lacrosse practices now

198

EXISTING SITE CONDITIONS



• Natural surface trail



• Stormwater runoff eroding trail and moving sediment



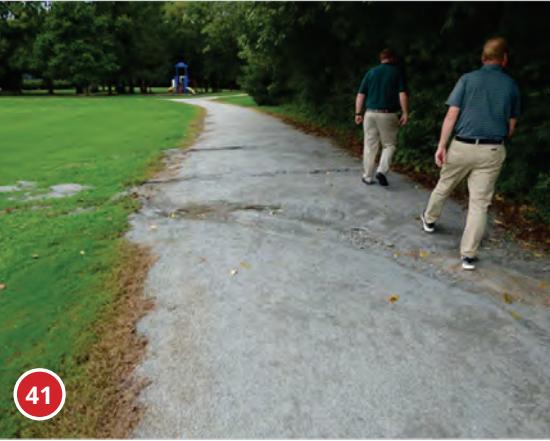
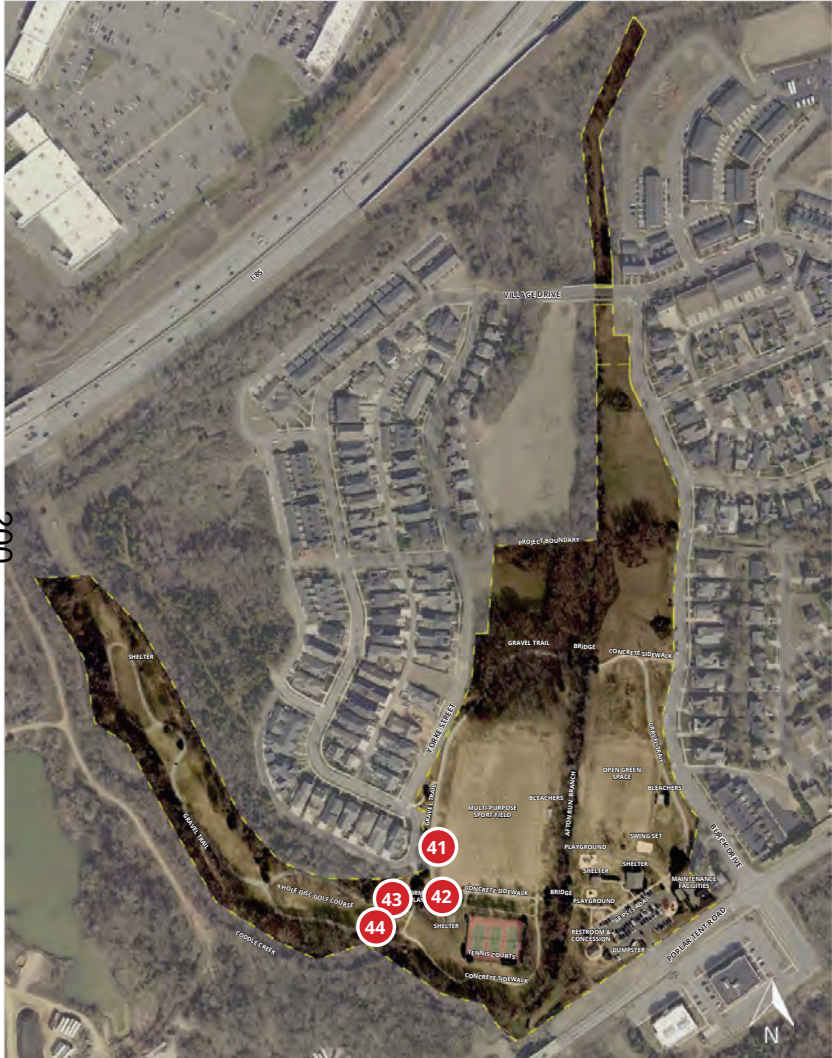
• ADA access ramp



• Bleachers for multi-purpose field

199

EXISTING SITE CONDITIONS



- Stormwater runoff moving sediment and making trail hard for wheelchairs, strollers, etc.



- Paved surface trail begins
- Former site of playground



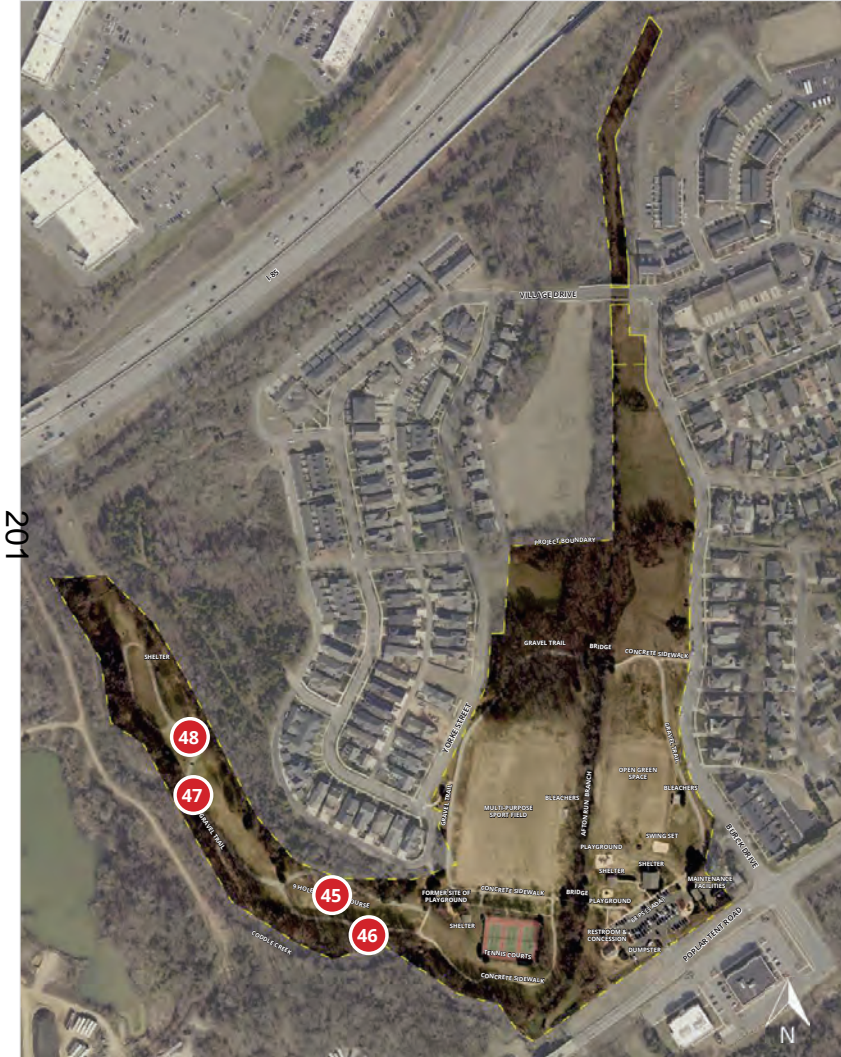
- Natural surface trail with open green space



- Natural surface trail follows Coddle Creek
- Disc golf holes along trail and green space

200

EXISTING SITE CONDITIONS



45 • 9 hole disc golf course directly adjacent to walking loop



46 • No dedicated stream overlook area along trail - view through brush



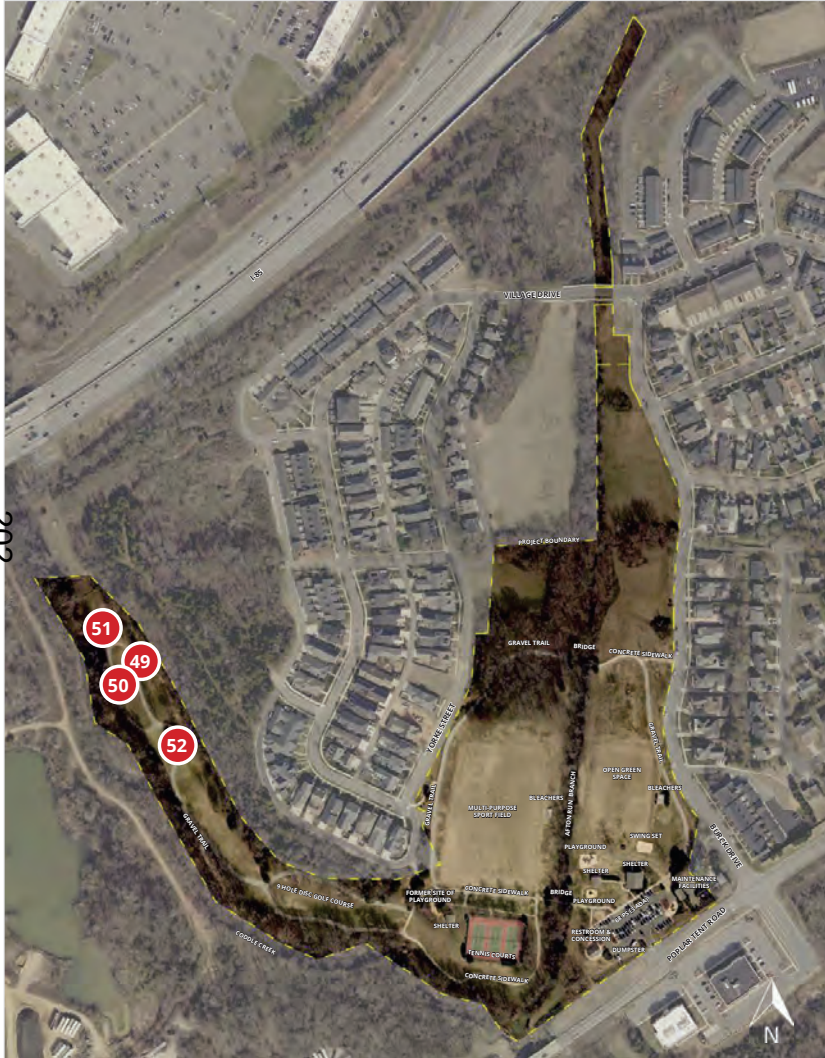
47 • Bench seating



48 • Platform for 9 hole disc golf
• Potential trail and disc golf user conflict

201

EXISTING SITE CONDITIONS



49 • Covered seating provided by local Rotary Club



50 • Natural surface trail loop



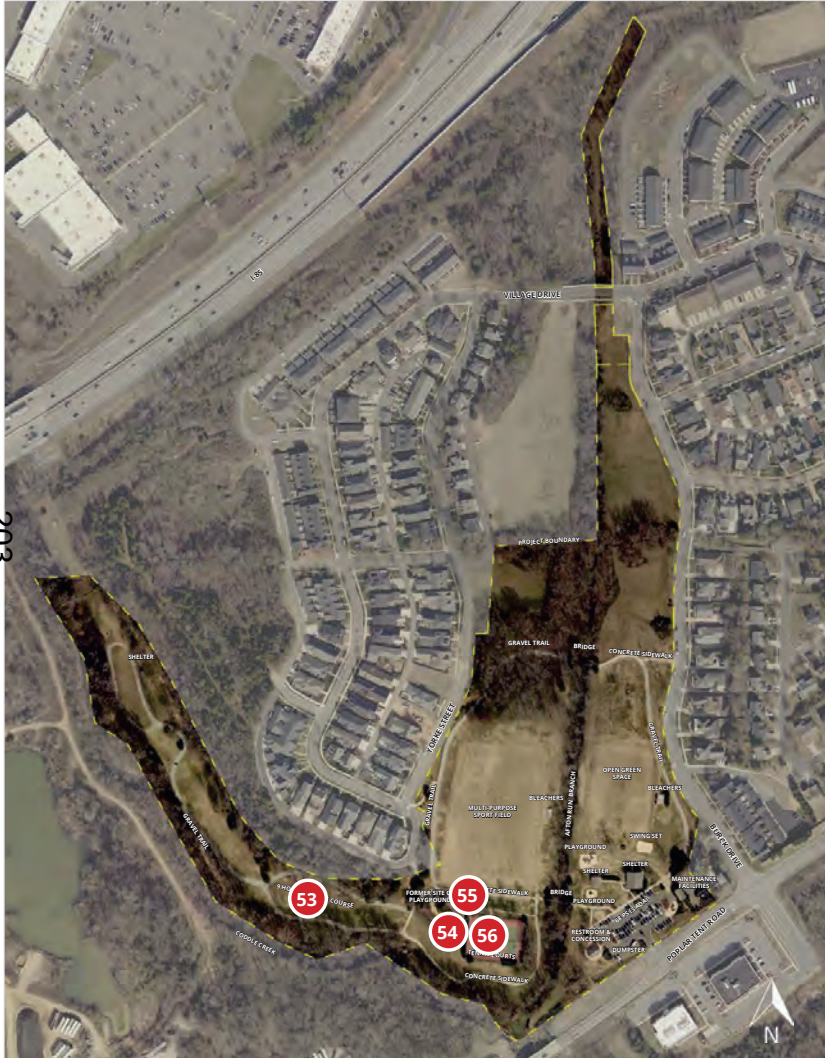
51 • Park boundary facing I-85



52 • Stormwater management

202

EXISTING SITE CONDITIONS



- Natural surface walking loop and green space



- Tennis court picnic shelter

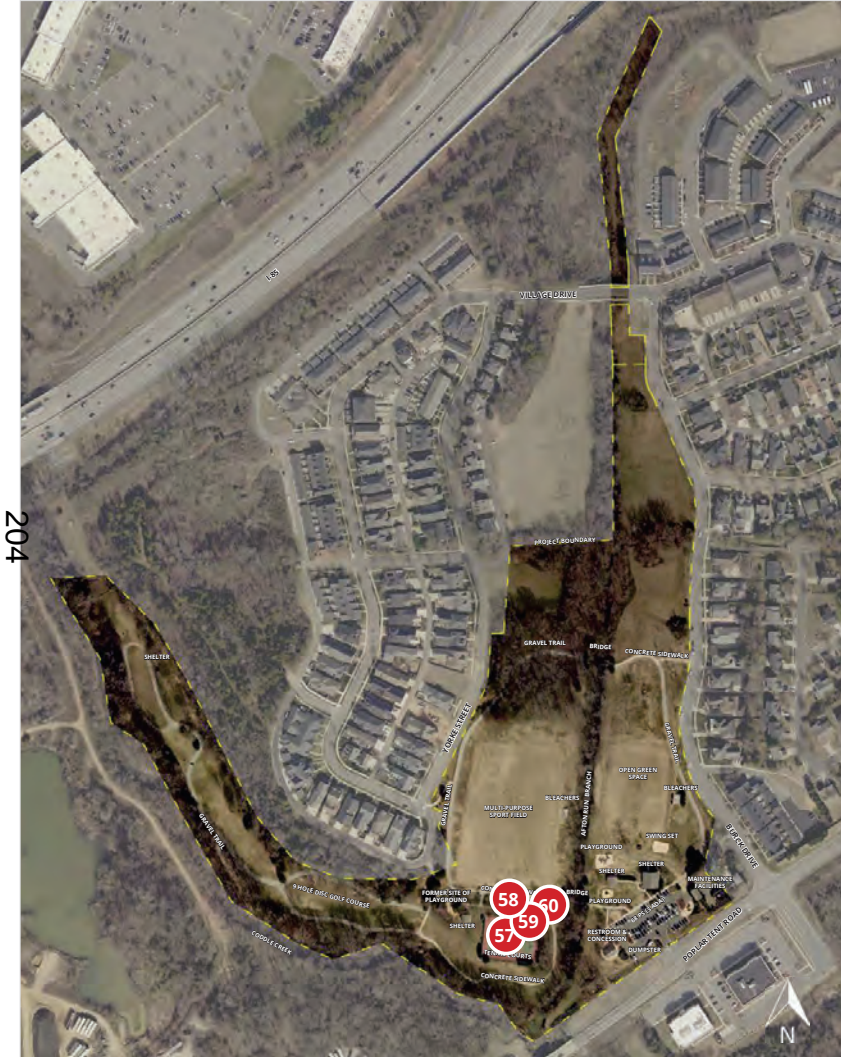


- Foot path created to tennis courts



- Three tennis courts

EXISTING SITE CONDITIONS



• Tennis court lighting



• Sidewalk access to tennis courts

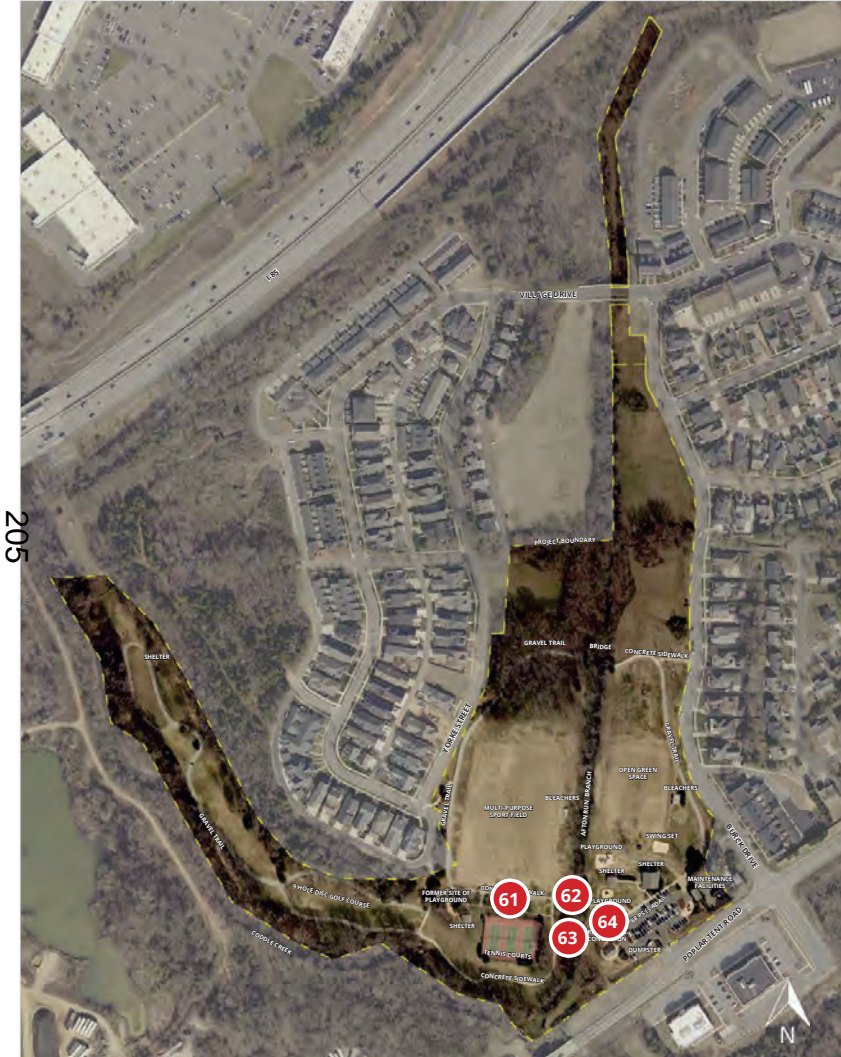


• Button for users to activate lighting for courts



• Concrete trail that goes behind the tennis courts and follows Coddle Creek

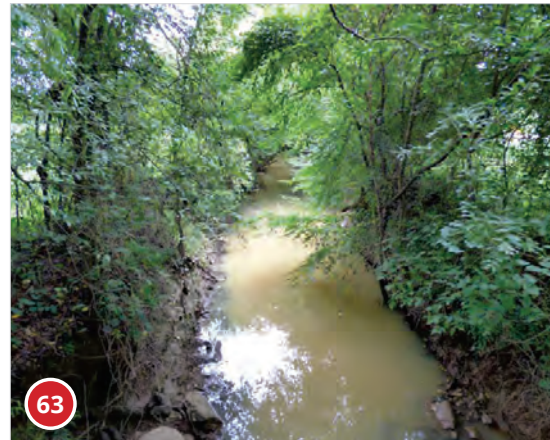
EXISTING SITE CONDITIONS



• Open green space near tennis courts



• Wooden bridge over Afton Run Branch Stream to connect to parking lot



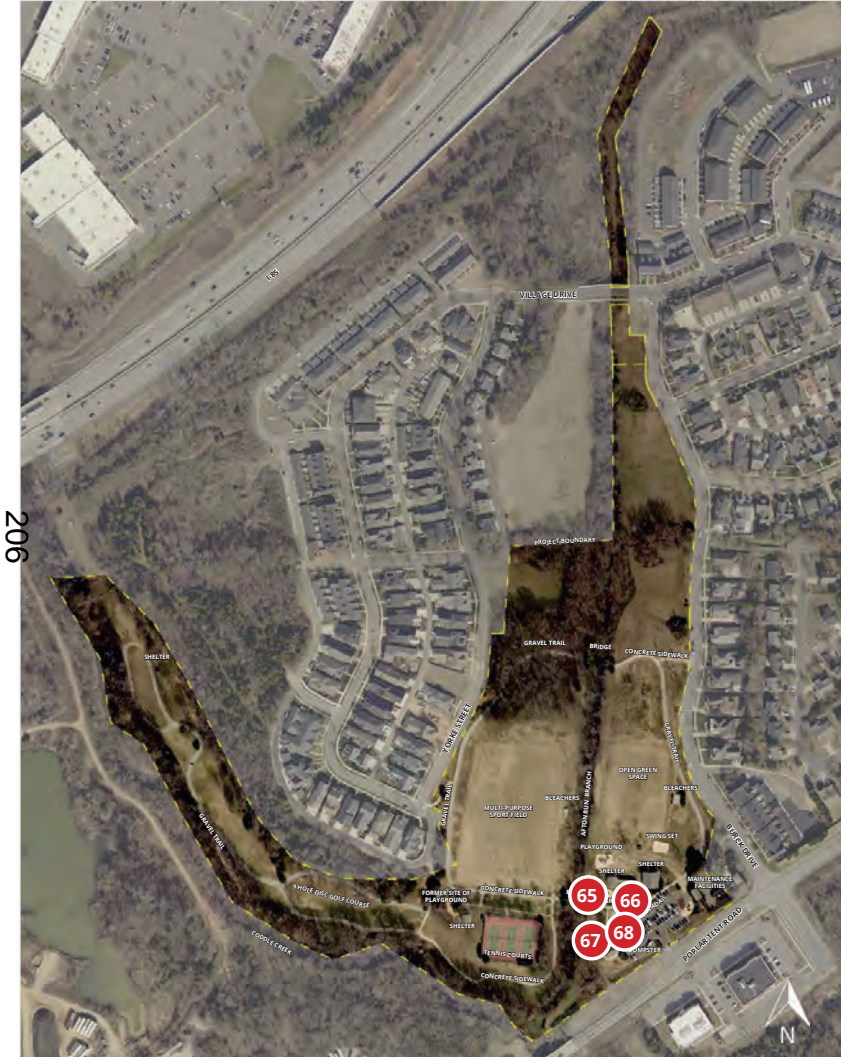
• Stream erosion



• Planned alignment of future greenway connection to park

205

EXISTING SITE CONDITIONS



- Concrete sidewalk
- Greenway banners & lighting
- Trees create visual buffer to other side of park



- Concrete sidewalk back to the parking lot



- Planned alignment of future greenway connection to park



- Programming signage in parking lot

206



207

PRELIMINARY MASTER PLAN CONCEPT

PRELIMINARY MASTER PLAN CONCEPT

Harnessing the park's existing assets and amenities, The Dodd Studio worked with the City to develop a preliminary Dorton Park Master Plan. After reviewing current uses and desired future uses, this plan incorporates new park elements and amenities that further enhance the park user experience. This preliminary master plan concept aims to balance park programming and parking by providing amenities and enhancements that are utilized long term while also not over programming and creating conflicting competing uses.

The preliminary Dorton Park Master Plan Concept includes:

PARKING

- Expanded parking off Poplar Tent Road
- New parking lot off Burck Drive
- Relocation of dumpster

PLAY AND RECREATION AREAS

- One new splash pad
- Three new playgrounds
- Informal open green space
- Two environmental education stations

208



SPORT FACILITIES

- One multi-purpose sports field
- Sports netting along the east side of the multi-purpose field
- Relocation of existing bleachers for multi-purpose field
- 9-hole disc golf course extension
- Four new tennis courts

TRAILS

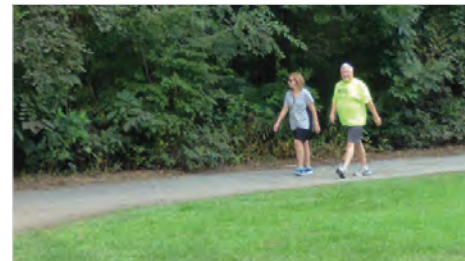
- Gravel and concrete sidewalk trail connectivity throughout the park
- Formal concrete trail around the perimeter of the multi-purpose field
- Complete gravel trail loop on west side of park
- Coddle Creek Greenway extension along Coddle Creek and Coddle Creek Greenway along Afton Run Branch
- Central hub where Coddle Creek Greenway enters the park
- Fitness stations along the trails
- Benches along the trails

STREAM/STORMWATER

- Afton Run Branch Stream Restoration
- Two stormwater BMPs
- One new bridge over Afton Run Branch and two existing bridges over Afton Run Branch

BUILDINGS/STRUCTURES

- New gazebo with restroom facilities on the open green space
- Expanded maintenance facility
- Three new shelters and two existing shelters
- Renovated restroom facility in Poplar Tent parking lot





PRELIMINARY MASTER PLAN ENLARGEMENT





COMMUNITY WORKSHOP #1

OVERVIEW OF THE FIRST PUBLIC WORKSHOP

On Monday, April 8, 2019 a drop-in public community workshop was held at McGill Baptist Church from 5:00 to 7:00pm. With over 50 people in attendance throughout the evening, this workshop consisted of three stations:

EXISTING CONDITIONS

This station included a Dorton Park existing conditions poster, highlighting current park features and elements as it is today.

PARK AMENITIES

This station provided attendees the opportunity to vote for the three most important park elements/amenities. Attendees were given three green dots to then place on the poster that provided a list of park amenities and included a write-in area for people to add in additional amenities not listed.

PRELIMINARY DORTON PARK MASTER PLAN

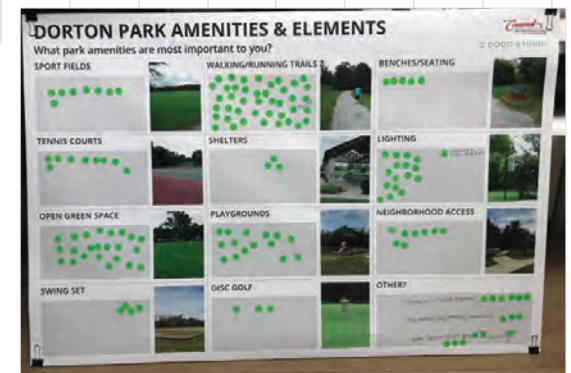
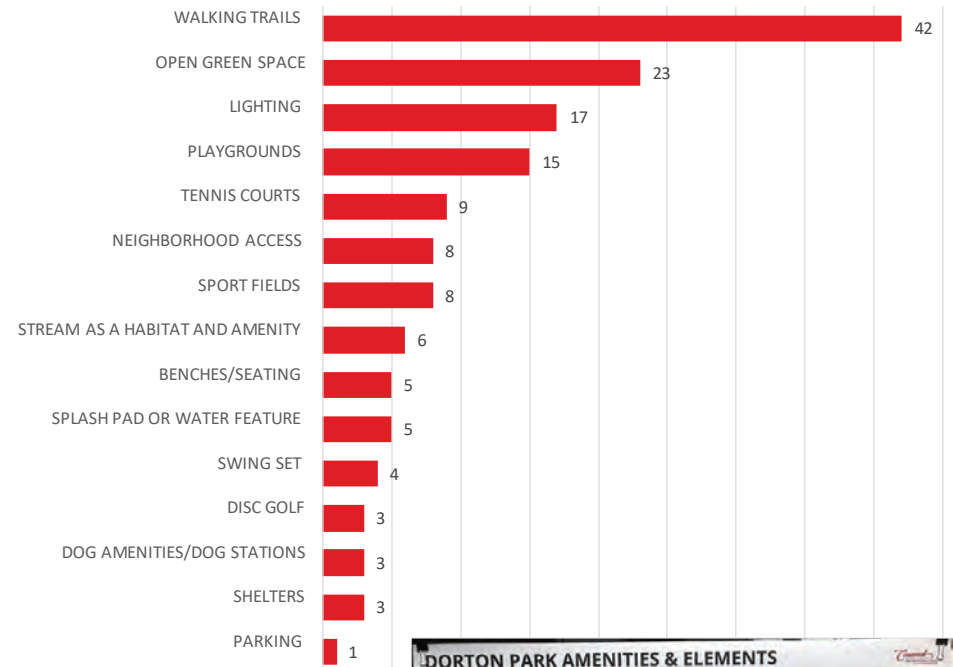
The station included posters of the preliminary Dorton Park Master Plan, highlighting proposed enhancements to the park space. The consultant team and City staff captured feedback and comments on large notepads. Attendees were also able to provide feedback through comment sheets.

212



PARK AMENITIES

With over 150 dots placed on the Park Amenities board, the top three most important park elements and amenities from the community are as follows:



MASTER PLAN FEEDBACK

The preliminary Dorton Park Master Plan received a variety of feedback and comments during the first public community workshop. All of the comments received are provided below and have been organized by common themes that appeared in the workshop.

PARKING

- The Burck Drive parking lot is not a good idea.
 - Burck Drive can be like a drag strip in regards to speeders.
 - It is very unsafe and is used as a cut through.
 - It is already tight and traffic backs up and creates bottleneck.
 - Peak hours of traffic backup includes 7:00am – 8:30am and 3:00pm – 6:30pm.
 - The QT was recently placed at other entrance for Afton Village and it has created an extreme traffic issue and bottleneck.
 - There are three entrances to the Afton Village neighborhood: Burck, McCurdy and Village Drive.
 - The park is located between two schools (Cannon School and Cabarrus Charter) creating more traffic in Afton Village.
 - Additionally, many of the teenage drivers speed and create unsafe conditions.
 - Would like speed bumps along Burck and have tried in the past but it is designated as a thoroughfare.
 - Would like a stop light at Burck and Poplar Tent Road and crosswalk.
 - Would like designated crosswalks, flashing lights and/or flags for crossings along Burck.
 - Many people feel like they take their own lives into their hands when walking or crossing Burck.
 - Have asked for the police to patrol and ticket speeders.
 - Many kids cross Burck at the concrete sidewalk connector from the park.
 - Crime/Break-ins/security a concern with this parking lot – cars getting broken into, scoping out houses, and people staying in the park until very late hours.
 - Burck Drive access would cause an accident.
 - Potential solutions if remove Burck parking lot:
 - Yorke Street can be used for on-street parking.
 - The YMCA is building a parking lot at the lower fields with 123 PS.
 - Cannon School is possibly building a new parking lot?
 - Put a parking lot where the tennis courts are and move the tennis courts off of Burck.
 - Expand the Poplar Tent Road parking.
 - Should put more elements for kids where the Burck parking lot is. Parking lot is a not a good use of the space.
 - Should be a green space where the Burck parking lot is. Feel like the parking lot takes away green space.
 - There should be a playground where the Burck parking lot is.

PARKING CONTINUED

- Adding the parking lot removes bird habitat.
- There is traffic on Burck and this will cause more traffic on Burck.
- Vehicular speeding is a concern.
- Do we have to add parking?
- There should be parking over on the soccer field.
- No parking in front of homes.
- On-street parking on Burck Drive is used heavily.
- Move everything and take out additional parking lot.
- Should consider a parking garage.
- There is bad circulation in the existing parking lot.

TRAILS

- For trail surface, would prefer more paved trails because the rocks/gravel get in shoes (runs there frequently). Currently, tries to stick to only paved portions if possible.
- Gravel trails are preferred but it washes out.
- The gravel on the trail washes away.
- As a runner, would like a loop or lap design with trail system.
- Leave the trails.
- Keep the dual surface trail in the plan.
- Raise low spots on trails, so after it rains you an still walk without going through the water.
- The concrete sidewalk around the field is good – less gravel trails.
- Asphalt trails
- Extend boardwalk into woods.
- Fitness stations are a plus. There is a group that comes there every morning to workout. The fitness stations would be used.



PLAYGROUND

- Need a younger kids playground.
- Need an older kids playground (i.e. Freedom Park)
- Have a low ropes course in the woods to accommodate different ages.
- Have an obstacle course.
- Would absolutely recommend creating an outdoor play space with natural structures in the space along the soccer fields. I consult with child care centers to create natural learning environments and would be happy to serve on a committee to design that.
- Should still have a fenced in playground for younger children.
- Have a natural playground/ropes course.
- Hammocks are needed in the area where the natural playground is.
- Would like more swings.
- Have more kids swings and have adult swings.
- Swing set/disc golf/sport fields are used heavily even though not voted for on park amenity board.
- Why does the park need a splash pad?
- Use the park every day weather permitting with children. It is a huge asset for their family.

STREAM/STORMWATER

- It floods around the north bridge.
- Move the maintenance facility to the north side of the park.
- Drainage improvements are needed.
- The third bridge has failed before – washed away. Need a substantial structure if going to have one there. Does not see a need for it since two separate uses on each side.
- Clean up creek of trees.
- Creek interaction/viewing station needed.

LIGHTING

- The park needs more lighting for early morning and evening use.
- The park needs lights specifically on the trail.
- The park needs lights for running.
- More lighting on Burck Drive.
- Keep light pollution down.

SPORTS

- Cricket and lacrosse are two sports to consider.
- Do not see a need to expand the tennis courts.
- Tennis courts should go back to three.
- Bleachers are not used and may not be needed.
- Teams do practice in the open green space area.
- Pickle ball should be incorporated into the park.

LANDSCAPING

- Would like more trees in the park.
- The landscaping needs to be revitalized.
- Keep the park green.
- Do not touch natural trees.
- The green space in the master plan is good.
- Open space shrinking is fine.

ACCESS

- Add steps from on-street parking on Burck Drive down the incline.
- Greenway connections are necessary.
- Would like to access the park by walking or biking but right now do not have a safe way to do that (lives outside of Afton Village, south of park)
- Would like for the park to be connected to other greenways across the City.
- The greenway connecting to the YMCA is good.

215



AMENITIES

- New restrooms are a good idea.
- Energy efficiency is important.
- Trash cans are needed.
- The park should have an information plaque on who Dorton is.
- Should consider zero water toilets.
- Would like to have music in the park.
- There is a grazing pasture north of the park that recently got approved that will be a therapy program. Could somehow link the park updates with this program.

OTHER CONCERNS

- Afton Village does not have any many kids.
- In general, Concord needs more parks.
- Competition with Afton Park.
- There are problems in the woods.
- The park increases traffic.
- Safety and traffic are important elements to consider.
- The park should be a dog friendly park.
- No dog park at Dorton Park.

216





217

REVISED MASTER PLAN CONCEPT

REVISED MASTER PLAN CONCEPT

After the first community workshop, the preliminary Dorton Park Master Plan was evaluated and updated to reflect the public's input and feedback. Changes incorporated into the revised Dorton Park Master Plan include the following:

TRAILS

- Coddle Creek Greenway is extended to the West Cabarrus YMCA. The City of Concord acquired land with the planned greenway alignment, allowing full connectivity for the greenway.
- 10-foot maintenance access gravel trail added along Yorke Street.
- 8-foot concrete sidewalk around the sport field changed to a combination of 10-foot gravel trail and 8-foot concrete sidewalk.
- 10-foot boardwalk trail section added north of nature based play area due to existing trail experiencing frequent washouts.
- Trails to nature based play area changed from concrete to gravel.
- 8-foot gravel trail loop added above the nature based play area.
- Existing 10-foot gravel trail running parallel to Yorke Street removed.

GREEN SPACES & PLAY AREAS

- Splash pad removed.
- Nature based play area and shelter expanded.
- Playgrounds relocated on reconfigured green space.
- Swings added to green space.
- Burck Drive parking lot replaced with 225'x120' open green space.
- The open green space modified to lawn space with playgrounds, shelters and swings.

PEDESTRIAN ACCESS

- New 6-foot sidewalks added along Burck Drive and Poplar Tent Road to allow for pedestrian connectivity.
- Two crosswalks added on Burck Drive.
- One pedestrian access point added along Burck Drive and one pedestrian access point added on Poplar Tent Road.
- Proposed pedestrian enhancements along Poplar Tent Road added to show future pedestrian connectivity.

STORMWATER

- BMPs were consolidated into one larger BMP and located above green space.

PARKING & VEHICULAR ACCESS

- Burck Drive access and parking lot relocated south and connects to existing Poplar Tent Road parking lot (see Appendix A – NCDOT Poplar Tent Road Widening Project plan).
- Burck Drive parking lot reduced from 45 parking spaces to 40 parking spaces.
- Left turn lane and medians added on Burck Drive.
- Poplar Tent Road parking lot reduced from 103 parking spaces to 70 parking spaces.
- Existing Burck Drive on-street parking spaces added.
- Poplar Tent Road parking lot driveway access relocated closer to the restroom facility.

SPORTS

- Disc golf extension relocated to the northern portion of the park on the newly acquired land.
- Additional field netting added to multi-purpose sport field.
- LED field lighting added to multi-purpose sport field.
- Tennis courts reduced from four new courts to existing three courts.
- Sport field bleachers removed.

STRUCTURES

- Gazebo with restroom removed.
- New tennis shelter removed and existing tennis shelter added.
- Covered fitness area added.
- Maintenance facility expanded and relocated.
- The proposed new large shelter near Poplar Tent parking lot replaced with existing large shelter.

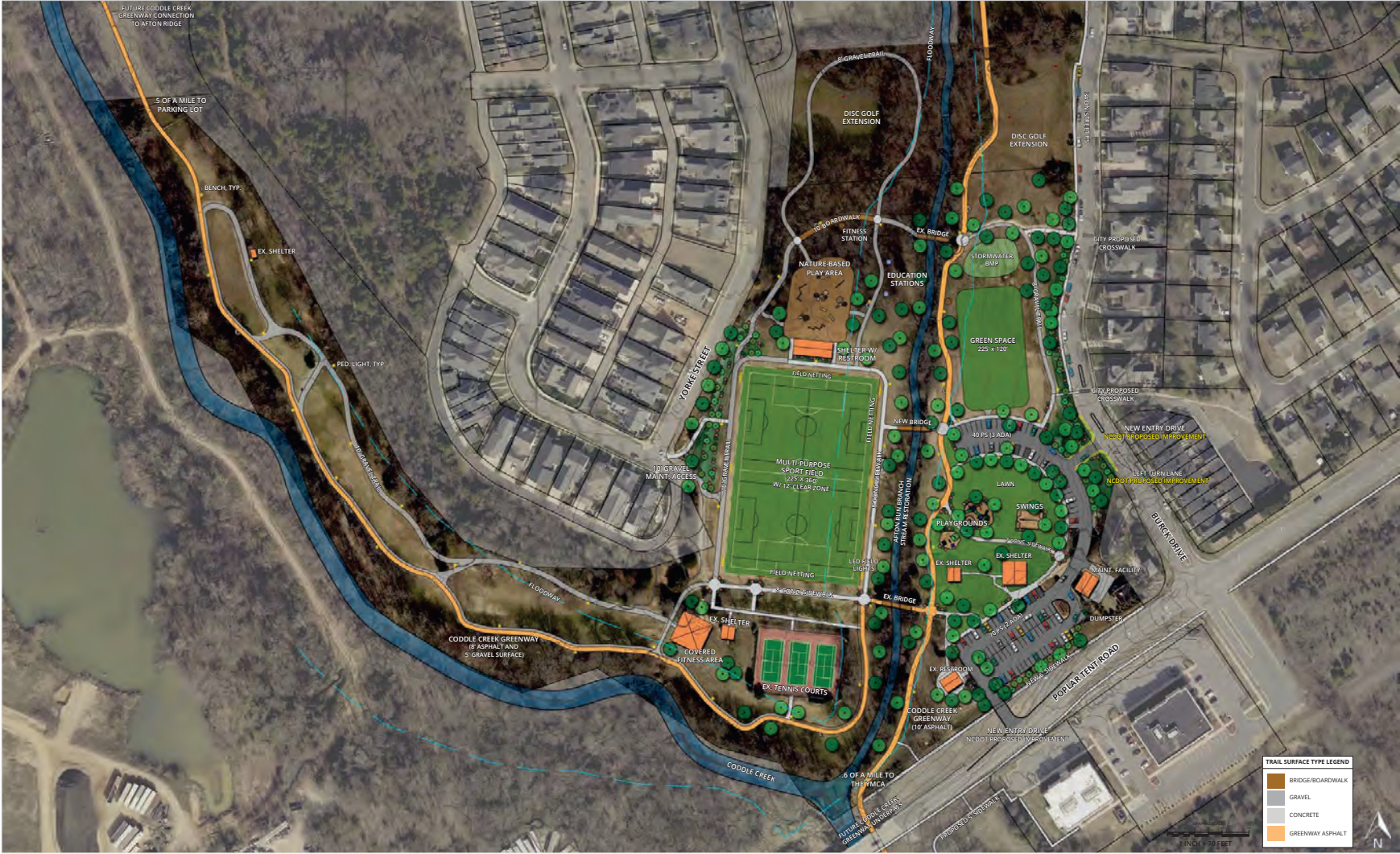
AMENITIES

- Pedestrian lighting added throughout the park.
- Benches along the trail added throughout the park.
- Landscape buffering added along Burck Drive and Yorke Street.



CONCEPT ENLARGEMENT

220





221

COMMUNITY WORKSHOP #2

OVERVIEW OF COMMUNITY WORKSHOP #2

A second community workshop was held on Saturday, November 23, 2019 at Dorton Park from 9:30am – 11:00am. With over 20 people in attendance, the workshop featured three stations:

PRELIMINARY DORTON PARK MASTER PLAN

This station provided the first Dorton Park Master Plan presented in April to the community, allowing attendees to see where the plan started and have a point of comparison with the revised master plan concept.

PARK AMENITIES IMAGE BOARDS

This station provided example images of proposed park enhancements to assist in the visioning process of what the park can be in the future. The images are also a helpful tool, allowing attendees to react to elements and amenities and whether they should be included in the master plan.

REVISED DORTON PARK MASTER PLAN

This station provided the second, revised Dorton Park Master Plan. After hearing feedback from the public during the first community workshop and working with NCDOT on the Poplar Tent Road Widening Project, the revised master plan reflects the opportunities and constraints of the project area, community goals and vision, as well as future NCDOT plans. Attendees could provide feedback to the team as well as fill out a comment sheet.

222



WHAT WE HEARD



223



TRAILS

- An engineered trail surface is needed from both the user perspective and the maintenance perspective. Gravel will wash away.
- Trails are currently too narrow today to handle walkers/joggers and dog walking.

SPORTS

- Sports field lighting could be an issue with the neighbors along Yorke Street.
- Tennis Courts
 - Agree with keeping the existing three courts and not expanding.
 - The expansion would have been nice for the tennis league because the courts are in need of enhancements.
- Is the disc golf course extension needed?

PARKING/ACCESS

- Have traffic counts been completed for the current parking lot?
- Parking expansion is not needed. There is also on-street parking that can be utilized.
- Burck Drive access:
 - If it is required, the access closer to Poplar Tent as shown in the revised plan is preferred.
 - Do not like the access in front of the townhomes.
 - Do not want the access at all.
 - Traffic is still a concern.

STREAM/FLOODWAY

- Erosion/flooding is a concern – do not want to spend City money on upgrades and then they are damaged/washed away.

GREEN SPACE & RECREATION

- Kid's play areas are important.
- Keep the green spaces connected.
- Can anything be done with the property connecting to the YMCA?
- It will be good to have lighting in the park.

MASTER PLAN FEEDBACK

COMMENT SHEETS

With the comment sheets provided, attendees voiced that the most liked elements of the revised Dorton Park Master Plan are walking trails and play area for kids. Other elements indicated as important include the sports field, additional parking, the second restroom, lighting, nature-scapes, and reducing the floodway.

Additional written comments received from the comment sheets about the master plan include:

- No parking lot needed off of Burck Drive.
- Extend existing parking where large shelter is now and move the large shelter.
- If the maintenance building is moved to another location within the park (possibly off Yorke St) then a few additional parking spots could be added in its current location.
- Not a fan of weight lift feature of covered fitness. I feel this will be dated very fast, break easy, and an eye sore. There are plenty of gyms around.
- Please consider adding trees along YMCA connector off Burck Drive.
- Need more trails – some along the creek.
- Stormwater BMP should be away from sports fields in order to keep children out of that (drowning issues).
- More natural gardens for wildlife (bees and butterflies).

224



WALKING/RUNNING TRAILS



KIDS' PLAY AREAS





225

FINAL MASTER PLAN

FINAL DORTON PARK MASTER PLAN

After the second community workshop, the revised Dorton Park Master Plan was evaluated and updated to reflect the public's input and feedback. Changes incorporated into the final Dorton Park Master Plan include the following:

TRAILS

- 10-foot boardwalk trail changed to 8-foot concrete sidewalk.
- 10-foot gravel trails that connected to the former 10-foot boardwalk changed to 8-foot concrete.
- Trail between the 2-5 and 5-12 playgrounds widened to 10 feet and changed to a greenway connector.
- Trail around the multi-purpose sport field changed to 6-foot concrete sidewalk.
- 12-foot concrete sidewalk extended from pedestrian access off Yorke Street to nature-based play area restroom.
- Coddle Creek Greenway changed from 8-foot asphalt and 5-foot natural surface trail combination to 10-foot asphalt.
- Coddle Creek Greenway changed to using the existing 8-foot concrete sidewalk near the tennis courts.
- Trails to nature-based play area changed to natural surface trail.
- Trail around western potential disc golf extension changed to natural surface trail.
- Greenway to the YMCA alignment shifted north of new bridge.
- New natural surface trail added near existing bridge to connect the greenway to the YMCA alignment.

GREEN SPACES & PLAY AREAS

- A new playground added near the tennis courts (Option 1).
- Lawn space enlarged to allow connectivity to the formalized green space.
- Fitness/Activity Zone added near the playgrounds.
- BMP Rain Garden added near the playgrounds.

PEDESTRIAN ACCESS

- One crosswalk and pedestrian access point relocated north on Burck Drive across from existing stream and pedestrian path.
- One crosswalk and pedestrian access point added on Burck Drive near Nolen Avenue.
- 10-foot concrete pedestrian access off Yorke Street widened to 12 feet.
- First pedestrian access point on Burck Drive widened to 12-foot concrete sidewalk.

SPORTS

- LED field lights removed.

PARKING & VEHICULAR ACCESS

- Burck Drive vehicular driveway access and left turn lane removed.
- Maintenance and emergency access added on Poplar Tent Road.
- 40 parking space lot reduced to 36 parking spaces.
- Standard hammerhead added to 36 parking space lot for emergency vehicles.

STRUCTURES

- Covered fitness area removed.
- New maintenance facility reduced in size and relocated.
- Nature based play area shelter with restroom changed to restroom with storage and also reduced in size.
- One shade structure added to nature-based play area.
- Existing restroom changed to enlarged new restroom with office space.

AMENITIES

- Fitness stations removed.
- Pedestrian lights removed.





FINAL MASTER PLAN ENLARGEMENT

228





229

FEATURES

- New 10' asphalt greenway connection to YMCA



230



FEATURES

- New 10' asphalt greenway connection to YMCA
- New 6' concrete sidewalk along Burck Drive
- Two City proposed crosswalks across Burck Drive with pedestrian access into the park





231

FEATURES

- New 10' asphalt greenway connection to YMCA with bench/ rest area
- New 6' concrete sidewalk along Burck Drive
- City proposed crosswalk across Burck Drive
- Existing on-street parking along Burck Drive
- Existing and new bridges across Afton Run Branch
- New 12' concrete sidewalk pedestrian access from Burck Drive
- Existing 8' concrete sidewalk pedestrian access from Burck Drive
- Existing 8' gravel trail near new Green Space
- New nature-based playground (Option 2)
- New restroom with storage
- New 225' x 120' Green Space
- New 12' concrete sidewalk to nature-based playground restroom
- New 6' concrete sidewalk around multi-purpose sport field
- Renovated 225' x 360' multi-purpose sport field with field netting
- New 3-5' natural surface trails



- New 8' concrete sidewalk from existing bridge to sport field
- New 12' concrete sidewalk pedestrian access from Yorke Street
- Potential disc golf extension



232



FEATURES

- New 10' asphalt greenway connection to YMCA with bench/ rest area
- New open lawn area
- New swings (installed 2020)
- New 2-5 and 5-12 playgrounds (installed 2020)
- Two existing shelters
- New maintenance facility
- New restroom and office
- Renovated 225' x 360' multi-purpose sport field with field netting
- Afton Run Branch Stream Restoration
- Renovated and expanded parking lot (106 spaces)
- New entry drive to park from Poplar Tent Road
- New 6' sidewalk along Poplar Tent Road
- Relocated dumpster
- New concrete sidewalk connections in the park
- Three existing tennis courts
- New tennis area playground (Option 1)
- Existing 8' concrete sidewalk connecting to existing bridge

- New 6' concrete sidewalk around multi-purpose sport field
- New Fitness Zone
- New BMP Rain Garden
- Existing Bridge

233



FEATURES

- New 12' concrete pedestrian access from Yorke Street
- New tennis area playground (Option 1)
- Existing tennis shelter
- New Coddle Creek Greenway (10' asphalt) with benches/ rest areas
- Existing 8' concrete sidewalk
- New 6' concrete sidewalk around multi-purpose sport field
- New and existing 10' gravel trails
- Existing 9-hole disc golf course



234

FEATURES

- New Coddle Creek Greenway (10' asphalt) with benches/ rest areas
- Existing shelter
- Existing 10' gravel trail
- Existing 9-hole disc golf course





235

OPINION OF PROBABLE COST

OPINION OF PROBABLE COST

Opinion of Probable Cost					
Dorton Park Concord, NC 8.6.2020 The Dodd Studio, LLC					
	AMOUNT	SIZE	UNIT	UNIT COST	COST
CONSTRUCTION					
Demo and Removals	1		LS	\$35,000.00	\$35,000.00
Staking and Layout	1		LS	\$2,400.00	\$2,400.00
Construction Entrance and Erosion Control	1		LS	\$5,000.00	\$5,000.00
General Site Grading (Park)	1		LS	\$120,000.00	\$120,000.00
Tree Protection Fence	1		LS	\$6,000.00	\$6,000.00
Seeding and Fertilizer Disturbed Areas	1		LS	\$5,000.00	\$5,000.00
Construction Subtotal					\$173,400.00
LIGHTING					
Power Meter/Conduit Etc	1		LS	\$30,000.00	\$30,000.00
Lighting Subtotal					\$30,000.00
BUILDINGS					
New Restroom Building with Office (1,000 SF)	1		EA	\$400,000.00	\$400,000.00
New Restroom Building with Storage (500 SF)	1		EA	\$200,000.00	\$200,000.00
New Maintenance Storage Building (500 SF)	1		EA	\$75,000.00	\$75,000.00
Buildings Subtotal					\$675,000.00
HARDSCAPES					
Existing Parking Lot to Remain/Fixed	22350		SF	\$3.00	\$67,050.00
Expanded Parking Lot	17700		SF	\$9.00	\$159,300.00
Asphalt Maintenance Access Drive with Curb Cut	2700		SF	\$15.00	\$40,500.00
New Concrete Sidewalk	20185		SF	\$6.00	\$121,110.00
New Concrete Gathering Spots	1800		SF	\$6.00	\$10,800.00
Concrete Bench/Rest Areas	600		SF	\$6.00	\$3,600.00
New Asphalt Greenway (10' wide from Afton Run Branch Crossing to I-85)	1900		LF	\$125.00	\$237,500.00
Asphalt Driveway to New Restroom Building	700		SF	\$15.00	\$10,500.00
New Natural Surface Trail	1575		LF	\$25.00	\$39,375.00
New Gravel Trail	475		LF	\$60.00	\$28,500.00
New Concrete Sidewalk along Burke Drive	8240		SF	\$6.00	\$49,440.00
New Concrete Sidewalk along Poplar Tent Road	3270		SF	\$6.00	\$19,620.00
Hardscapes Subtotal					\$787,295.00
SPORT & FITNESS AREAS					
Sport Field Netting	600		LF	\$125.00	\$75,000.00
Open Green Space	26650		SF	\$1.50	\$39,975.00
Multi-Purpose Sport Field Improvements - Sodding, Irrigation, Regrading	95650		SF	\$3.00	\$286,950.00
Fitness Zone (1,000 SF)	1		EA	\$35,000.00	\$35,000.00
Sports Areas Subtotal					\$436,925.00
PLAY AREAS					
Playground Shade Structure (12' x 12')	1		EA	\$25,000.00	\$25,000.00
Playground Option 1 or Option 2	1		EA	\$100,000.00	\$100,000.00
New Playground Area (2-5, 5-12 and Swings) Purchased by Owner	1		EA	\$50,000.00	\$50,000.00
Play Areas Subtotal					\$175,000.00

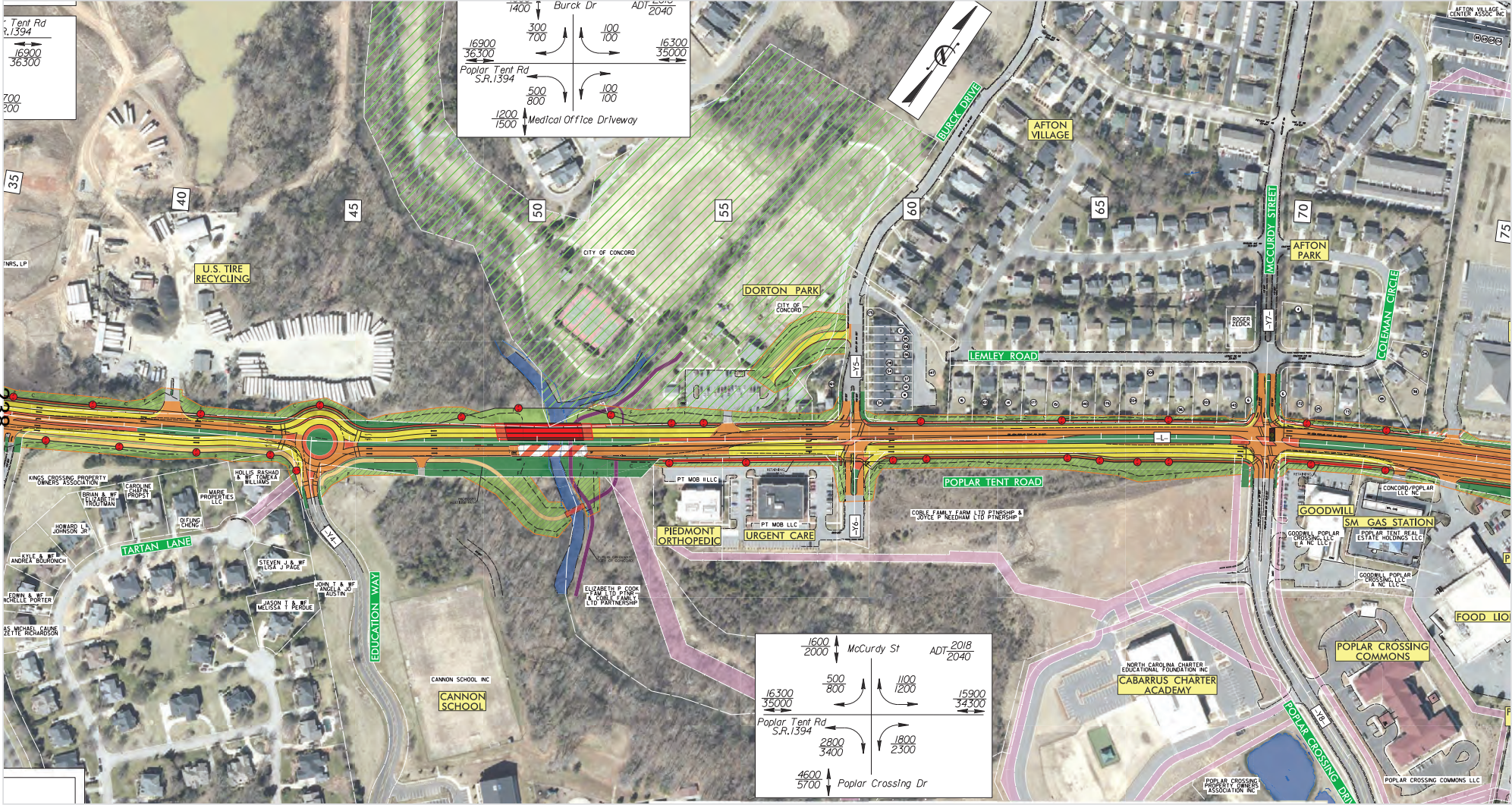
	AMOUNT	SIZE	UNIT	UNIT COST	COST
STORMWATER					
BMP Rain Garden	1		EA	\$30,000.00	\$30,000.00
Stormwater BMP	1		EA	\$75,000.00	\$75,000.00
Stormwater/Conservation Subtotal					\$105,000.00
MISC. AMENITIES					
New Dumpster Location	1		EA	\$7,000.00	\$7,000.00
Existing Bridge Renovation	2		EA	\$20,000.00	\$40,000.00
New Bridge (Pre-fab 10 feet wide)	800		SF	\$200.00	\$160,000.00
Misc. Amenities Subtotal					\$207,000.00
PLANTS					
Large Trees	160	2" BB	EA	\$475.00	\$76,000.00
Small Trees	80	2" BB	EA	\$350.00	\$28,000.00
Shrubs/Grasses	600	3 gal	EA	\$45.00	\$27,000.00
Perennials	6000	4" pot	EA	\$4.00	\$24,000.00
Grass Sod with 3" top soil and amendments	52000	sod	SF	\$1.60	\$83,200.00
Mulch in Planting Areas	*	3" Deep	LS	\$5,000.00	\$5,000.00
Plants Subtotal					\$243,200.00
Stream Restoration					
Stream Restoration (TO BE SCOPED) PLACE HOLDER ESTIMATE	1000		LF	\$870.00	\$870,000.00
Stormwater/Conservation Subtotal					\$870,000.00
Subtotal					\$3,702,820.00
Contingency & Requirements					
Design Services (Survey, Design, Engineering, Permitting, Bid, CA)	10%				\$370,282.00
GC General Conditions/Bonds and Insurance	5%				\$185,141.00
GC Overhead and Profit	10%				\$370,282.00
Project Contingency	10%				\$370,282.00
Subtotal					\$1,295,987.00
TOTAL					\$4,998,807.00
Future/Owner Provided Items (Other)					
Benches	10		EA	\$800.00	\$8,000.00
Environmental Education Station	2		EA	\$1,500.00	\$3,000.00
Disc Golf Course Extension (9 holes)	1		LS	\$25,000.00	\$25,000.00
Existing Shelters Renovations (1 large)	1		EA	\$30,000.00	\$30,000.00
Existing Shelters Renovations (2 med)	2		EA	\$20,000.00	\$20,000.00
Subtotal					\$86,000.00



237

APPENDIX

NCDOT POPLAR TENT ROAD WIDENING PROJECT

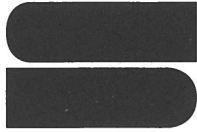




Burrage Road Park - Concept Plan

Concord, NC
August 1, 2020





Southeastern Consulting Engineers, Inc.

August 12, 2020

Mr. Bob Pate
Electric Systems Director
P.O. Box 308
Concord, North Carolina 28025

Ref.: Substation Equipment Bids

Dear Bob:

The City received sealed proposals on August 12, 2020, from five suppliers solicited for providing substation equipment that will be installed at Substation "O" and Substation "B". Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Power Transformer

Virginia Transformer Corporation
220 Glade view Drive, NE
Roanoke, VA 24012
Order # G201101A
Delivery 25-26 Weeks

Description	Quantity		Total Price
43.8 -13.2 kV, 20/27 MVA	1		\$527,314.00
Offloading and Commissioning	1		Included
Total			\$527,314.00

Schedule II – 115 kV Circuit Switchers

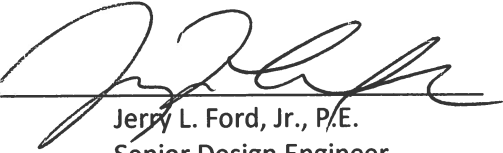
S&C Electric Company
C/O RW Chapman Company
P.O. Box 240748
Charlotte, North Carolina 28224-0748
Delivery 13-15 Weeks

Description	Quantity	Unit Price	Total Price
115 kV Circuit Switcher	2	\$53,258.00	\$106,516.00

The total cost for both schedules is \$633,830.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Jerry L. Ford, Jr., P.E.
Senior Design Engineer

JLF/lc

cc: Scott Chunn
Andrea Cline

BID TABULATION
Power Transformer and Circuit Switchers

City of Concord
Concord, North Carolina

Date: August 12, 2020
Time: 2:00 PM, EDST

<u>Bidder</u>		<u>R.W. Chapman</u>	<u>PowerTech</u>	<u>WEG</u>	<u>Delta Star</u>	<u>VTC</u>
<u>Schedule I</u>						
	<u>Qty.</u>					
Power Transformer, 20/27 MVA, 43.8 - 13.2 KV	1	\$ _____	\$ 667,385	\$ 631,489	\$ 751,988	\$ 527,314
Offloading		_____	10,155	9,500	8,216	Included
On-Site Commissioning		_____	21,100	31,500	11,948	Included
Total		\$ _____	\$ 698,640	\$ 672,489	\$ 772,152	\$ 527,314
Manufacturer		_____	ABB	WEG Tx.	Delta Star	VTC
Delivery		_____	32-36 Wks.	44-46 Wks.	30-34 Wks.	25-26 Wks.
<u>Schedule II</u>						
	<u>Qty.</u>					
115 KV Circuit Switchers	2	\$ 106,516	\$ _____	\$ _____	\$ _____	\$ _____
Manufacturer		S&C Electric	_____	_____	_____	_____
Delivery		13-15 Wks.	_____	_____	_____	_____



FINANCE ROUTING SHEET

Date: 8/12/2020

Department: Electric

Award Information

Awarded To: VTC
Project Number: 6949-5801***
Bid Amount: \$527,314
Bid Number: 2453

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None
City Funds Required: \$527,314
Other Financial Resources: None
In-Kind Services Required: None
Budget Code: 7220-5550000

Comments

Schedule I of formal bid received 8-12-2020 for Substation B Transformer & Sub O Switchers



FINANCE ROUTING SHEET

Date: 8/12/2020

Department: Electric

Award Information

Awarded To: R.W. Chapman

Project Number: _____

Bid Amount: 106,516

Bid Number: 2453

Financial Information	Yes	No
Does this item require additional personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does this item require additional equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item increase operating costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will this item require in-kind services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$106,516

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 7220-5550000

Comments

Schedule 2 of formal bid received 8-12-2020 for Substation B Transformer & Sub O Switchers

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

DATE: August 12, 2020

FORMAL BID: Yes

BID DATE: August 12, 2020

DEPARTMENT: Electric Systems, Schedule 1

BIDDERS	AMOUNT	DELIVERY
VTC	527,314	25-26 wks
WEG	672,489	44-46 wks
PowerTech	698,640	32-36 wks
Delta Star	772,152	30-24 wkd

RECOMMENDATION: VTC

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Robert F. Dale DATE: 8-21-20

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

Leifrich Black DATE: 8/21/20

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: Ryall DATE: 8/24/20

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: [Signature] DATE: 8/25/20

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: [Signature] DATE: 8/27/2020

COMMENTS: _____

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

DATE: August 12, 2020

FORMAL BID: Yes

BID DATE: August 12, 2020

DEPARTMENT: Electric Systems, - Schedule 2

BIDDERS	AMOUNT	DELIVERY
R.W. Chapman	106,516	13-15 wks

RECOMMENDATION: R.W. Chapman

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Robert J. Pate DATE: 8-21-20

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

Lonfruch Blackburn DATE: 8/21/20

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: [Signature] DATE: 8/24/20

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: [Signature] DATE: 8/25/20

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: [Signature] DATE: 8/27/2020

COMMENTS: _____

CONCORD - PADGETT

REGIONAL AIRPORT

Airport Directional Signs

Concord Pkwy N near Poplar Tent Rd
Concord Pkwy N near Poplar Tent Rd
Poplar Tent Rd near Eva Dr
Concord Pkwy S near Pitts School Rd
Pitts School Rd at Poplar Tent
Poplar Tent Rd near Pitts School rd
Poplar Tent at Goodman Rd
Poplar Tent near Derita
Poplar Tent near Derita
Poplar Tent near Derita
Derita Rd at Airport
Derita Rd at Airport
Concord Mills Blvd near Derita Rd
Bruton Smith Blvd near Gateway Ln
Bruton Smith Blvd near S Padgett Pkwy
Bruton Smith Blvd near Golf Course
Concord Pkwy S near Speedway Command Bldg

CAPITAL PROJECT ORDINANCE

Spring & Chestnut

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

SECTION 1. The project authorized is the Spring & Chestnut Project.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8600-5811280				
8600-5811280	Concrete Streets	675,832	558,214	(117,618)
8600-5811256				
8600-5811256	Spring & Chestnut	700,000	817,618	117,618

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CITY OF CONCORD
BID TABULATION FORM
Spring and Chestnut Intersection
LOCATION: ALFRED M. BROWN OPERATIONS CENTER, 635 ALFRED BROWN JR COURT, SW, CONCORD, NC
TIME: 2:00 P.M. DATE: August 20, 2020

Contractor				Performance Managed Construction, INC		Blythe Development	
N.C. License No.				70731		26344	
Address				PO Box 501		1415 E Westinghouse Blvd	
City, State Zip				Concord, NC 28026		Charlotte, NC 28273	
Streets Base Bid							
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	Traffic Control	LS	1	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
Concrete							
3	4" thk. Concrete Sidewalk	SY	375	\$75.00	\$28,125.00	\$55.00	\$20,625.00
4	6" thk. Concrete Driveways and Sidewalk	SY	197	\$90.00	\$17,730.00	\$85.00	\$16,745.00
5	6" thk. ADA Ramp (includes ADA mats)	EA	6	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00
6	2" 6" Curb & Gutter	LF	1,078	\$30.00	\$32,340.00	\$35.00	\$37,730.00
7	Mountable Curb	LF	263	\$40.00	\$10,520.00	\$190.00	\$49,970.00
Earthwork/Demolition							
8	Grading and other (includes saw cutting, demolition, disposals, fill material, etc.)	LS	1	\$279,525.00	\$279,525.00	\$50,000.00	\$50,000.00
9	Demolition of Existing concrete surface, curb and gutter, sidewalk, etc	LS	1	\$117,400.00	\$117,400.00	\$50,000.00	\$50,000.00
10	Undercut Unsuitable Soil	CY	4,485	\$5.00	\$22,425.00	\$50.00	\$224,250.00
11	Stabilization Fabric	SY	1,120	\$3.00	\$3,360.00	\$5.00	\$5,600.00
12	ABC Stone for Stabilization	TON	775	\$25.00	\$19,375.00	\$75.00	\$58,125.00
Erosion Control							
13	Inlet Sediment Control Devices	EA	5	\$1,000.00	\$5,000.00	\$400.00	\$2,000.00
Storm Drainage							
14	Catch Basin Frame, Grate, and Hood	EA	5	\$1,000.00	\$5,000.00	\$7,500.00	\$37,500.00
15	Adjust Manholes	EA	3	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
16	15" RCP Culverts	LF	165	\$50.00	\$8,250.00	\$95.00	\$15,675.00
Asphalt/Stone							
17	Surface Course 3" - S9.5B	TON	175	\$120.00	\$21,000.00	\$125.00	\$21,875.00
18	Intermediate Course 2.25" 119.0B	TON	130	\$115.00	\$14,950.00	\$125.00	\$16,250.00
19	ABC Stone 10" (Base)	TON	590	\$35.00	\$20,650.00	\$75.00	\$44,250.00
20	Mill the bituminous pavement - depth up to 2"	SY	215	\$10.00	\$2,150.00	\$20.00	\$4,300.00
21	Incidental Milling	SY	30	\$5.00	\$150.00	\$15.00	\$450.00
22	ABC Stone (Driveway Tie-ins and Incidental)	TON	30	\$40.00	\$1,200.00	\$50.00	\$1,500.00
Seeding and Mulching							
23	Seeding and Mulching	SY	860	\$5.00	\$4,300.00	\$2.90	\$2,494.00
Striping/Pavement Marking							
24	Crosswalk Striping [City of Concord Standard]	LF	160	\$30.00	\$4,800.00	\$50.00	\$8,000.00
25	Thermoplastic Symbols	EA	6	\$250.00	\$1,500.00	\$250.00	\$1,500.00
26	Thermoplastic Markings (White)	LF	315	\$10.00	\$3,150.00	\$15.00	\$4,725.00
27	4" Thermoplastic Solid Lane Line (Yellow)	LF	525	\$7.50	\$3,937.50	\$15.00	\$7,875.00
TOTAL STREETS BASE BID (ITEMS 1THRU 24).....					\$743,337.50		\$771,989.00
+ 10% CONTINGENCY					\$74,333.75		\$77,198.90
TOTAL STREETS BASE BID					\$817,671.25		\$849,187.90
Watermain Base Bid							
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total
28	Rock Excavation	CY	150	\$40.00	\$6,000.00	\$500.00	\$75,000.00
29	Aggregate Base Course	TON	350	\$30.00	\$10,500.00	\$50.00	\$17,500.00
30	6" Restrained DIP (PVC 350)	LF	660	\$74.00	\$48,840.00	\$150.00	\$99,000.00
31	6" DIP Bends 11-1/4 degree	EA	2	\$533.00	\$1,066.00	\$500.00	\$1,000.00
32	6" DIP Bends 22-1/2 degree	EA	10	\$530.00	\$5,300.00	\$550.00	\$5,500.00
33	6" DIP Bends 45 Degree	EA	34	\$786.00	\$26,724.00	\$575.00	\$19,550.00
34	6" DIP Bends 90 Degree	EA	2	\$551.00	\$1,102.00	\$600.00	\$1,200.00
35	6"x6"x6" DIP Tee	EA	1	\$622.00	\$622.00	\$750.00	\$750.00
36	6"x6" DIP Cross	EA	1	\$860.00	\$860.00	\$950.00	\$950.00
37	6" DIP Sleeve	EA	10	\$700.00	\$7,000.00	\$500.00	\$5,000.00
38	6" Gate valves with box	EA	3	\$1,986.00	\$5,958.00	\$1,000.00	\$3,000.00
39	6" Insertion Valve (EZ Valve or equivalent) with Box	EA	3	\$11,025.00	\$33,075.00	\$10,000.00	\$30,000.00
40	Hydrant Assembly (to include Hydrant Tee)	EA	1	\$5,680.00	\$5,680.00	\$6,000.00	\$6,000.00
41	12.75" by 0.188" Thick Steel Casing including Spiders	LF	60	\$150.00	\$9,000.00	\$400.00	\$24,000.00
42	Water Service connection and meter assembly, excluding meter (city to install meter) 3/4" Residential	EA	3	\$1,750.00	\$5,250.00	\$1,500.00	\$4,500.00
43	Water Service Connection and Meter Assembly, excluding meter (city to install meter) excluding backflow (business to install backflow) 3/4" Commercial	EA	1	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00
44	Establishment of water service to existing water service line plumbing with a shut-off valve, a pressure reducing valve and all associated appurtenances and permits, in accordance with the most current version of the NC Plumbing Code and Cabarrus County Regulations	EA	4	\$2,050.00	\$8,200.00	\$1,800.00	\$7,200.00
45	Connection to existing water mains (to include transition sleeves and deadman blocking)	EA	5	\$4,685.50	\$23,427.50	\$2,000.00	\$10,000.00
46	Removal and Disposal of 6" Asbestos-Cement Pipe at Tie-ins	LF	30	\$200.00	\$6,000.00	\$250.00	\$7,500.00
47	Abandon 6" Asbestos Concrete Utility Pipe in Place	LF	130	\$25.00	\$3,250.00	\$150.00	\$19,500.00
48	Remove Water Meter	EA	4	\$50.00	\$200.00	\$1,000.00	\$4,000.00
49	Remove Fire Hydrant	EA	1	\$325.00	\$325.00	\$1,500.00	\$1,500.00
TOTAL WATERMAIN BASE BID (ITEMS 28 THRU 49).....					\$210,129.50		\$344,150.00
+ 10% CONTINGENCY					\$21,012.95		\$34,415.00
TOTAL WATERMAIN BASE BID					\$231,142.45		\$378,565.00
TOTAL BID WATER & ROADWAY ITEMS					\$1,048,813.70		\$1,227,752.90

*Corrected Value (+/-)

This Certified Quote Tabulation is true and correct to the best of my abilities and knowledge.

signed: *Phillip Graham, PE*

(amounts rounded up to nearest \$0.01)

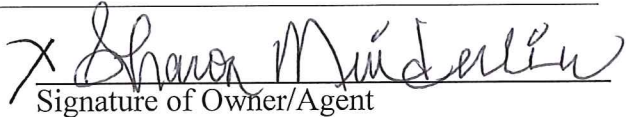
Phillip Graham, P.E., Transportation Director



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: Poplar Trails
2. Name and address of owner(s)/developer(s): Sharon L. Minderlein
3. Owner(s)/developer(s) telephone: 770-786-9392 Fax: _____
4. Name and address of surveyor/engineer: _____
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): n/a
7. Name and address of person to whom comments should be sent: Sharon Minderlein
8. Telephone number of person to whom comments should be sent: _____
Fax: _____
9. Location of property: 150 Scalybark Trail
10. Cabarrus County P.I.N.#: 4681 50 5599
11. Current zoning classification: County - LDR
12. Total acres: 1.36 Total lots proposed: existing
13. Brief Description of development: existing single family residence
14. Proposed Construction Schedule n/a
15. Type of Service requested sewer

Date 9/2/2020

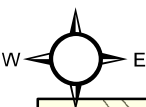

Signature of Owner/Agent

- SHARON Minderlein
Name (printed)

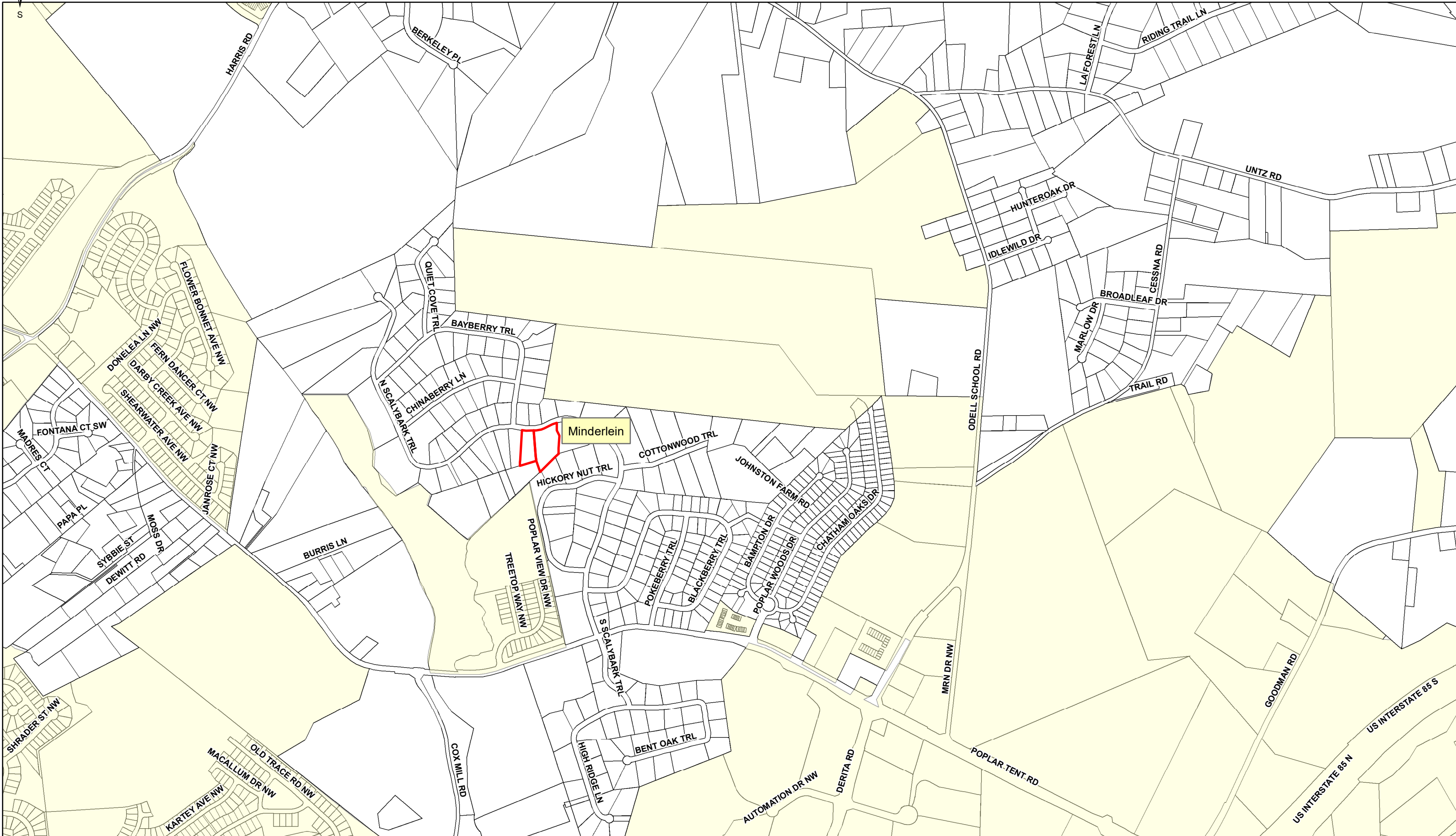
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:

Received by: _____ Date: _____



Preliminary Application



1 in = 1,000 ft

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 Scannell Properties #378, LLC, an Indiana limited liability company, whose principal address is 8801 River Crossing Boulevard Suite 300, Indianapolis, IN 46240 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL 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: 413 Goodman Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4690-57-0803 and 4690-48-8666. It being the land conveyed to Grantor by deeds recorded in Books and Pages 13444/29, 13444/36, 13836/212 and 13836/215 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 three (3) engineered stormwater control structures, namely

two (2) Wet Detention Basins 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 “**Storm Control Measures Easement Plat**” and labeled “**SCM Maintenance Easement #1**”, “**SCM Maintenance Easement #2**”, “**SCM Maintenance Easement #3**”, and “**SCM Maintenance Easement #4**”, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit “A”** and labeled “**SCM Access Easement 22,691 SQ. FT. 0.5193 Acres (Sheet 1 of 2)**” and “**SCM Access Easement 39,669 SQ. FT. 0.9107 Acres**”, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Wet Detention Basin 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 entireties below. Grantor agrees 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 Wet 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 is 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 is released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, 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 as follows:

a. City Performance of Work. In the event of Grantor's failure to comply with the obligations under this Agreement, or evidence of a substantial problem with or potential failure of the Stormwater Control Measures, the City shall send notice to the Grantor to demand performance under this Agreement. If the Grantor fails to comply with such demand within ten (10) days from the date of mailing thereof, the City may without further notice enter the Property and perform some or all of the obligations under this Agreement, as determined in the reasonable discretion of the City Manager. If Grantor's failure to comply with the obligations of this Agreement results in the necessity of immediate action to be taken, the City may, without notice enter the Property to perform any or all of Grantor's obligations under this Agreement at the sole expense of Grantor. Nothing in this Agreement shall be interpreted to require the City to perform such work or obligations.

b. Repayment of City. The City shall deliver to the Grantor written notice of the costs of actions or work performed under Paragraph (a) above, which shall include but are not limited to the City's costs of administration and overhead for such work, and Grantor shall pay or cause to be paid all such costs within thirty (30) days after receipt of such notice. Any costs not paid to the City within the thirty (30) day period shall be delinquent, and Grantor shall be considered in default of this Agreement. In the event of such default, the City may bring an action at law against Grantor for the cost of the actions and work, plus interest and reasonable attorneys' fees.

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:

Scannell Properties #378, LLC, an Indiana limited liability company

By: 
Marc Pflieger, 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 INDIANA
COUNTY OF MARION**

I, Julie G. Troha, a Notary Public of the aforesaid County and State, do hereby certify that Marc Pflieger, personally appeared before me this day and acknowledged that he is the Manager of Scannell Properties #378, LLC and Indiana limited liability company and that he as Manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 24th day of August, 2020



Julie G. Troha
Notary Public
My commission expires: 5/20/25

**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: _____

STORM CONTROL MEASURES EASEMENT PLAT

TOWNSHIP #2, POPULAR TENT TOWNSHIP, CABARRUS COUNTY, NC
 DEED REFERENCE: 13444-36 & 13836-215
 TAX PARCEL NO. 4690570803 & 4690488666
SHEET 2 OF 2
 NOTE: NOT VALID WITHOUT BOTH SHEETS.

OWNER:
 SCANNELL PROPERTIES 8778 LLC
 AND RICHARD A. SMITH
 2016 WOODLAND DR. #630
 WILKINS LAND, INC.
 PO BOX 1024000
 WILKINS LAND, INC.
 PO BOX 1024000

CURVE TABLE:

STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH	ANGLE
1+00.00	S 89° 24' 13" E	15.46	15.46	90.00
1+15.46	S 89° 24' 13" E	15.46	15.46	90.00
1+30.92	S 89° 24' 13" E	15.46	15.46	90.00
1+46.38	S 89° 24' 13" E	15.46	15.46	90.00
1+61.84	S 89° 24' 13" E	15.46	15.46	90.00
1+77.30	S 89° 24' 13" E	15.46	15.46	90.00
1+92.76	S 89° 24' 13" E	15.46	15.46	90.00
2+08.22	S 89° 24' 13" E	15.46	15.46	90.00
2+23.68	S 89° 24' 13" E	15.46	15.46	90.00
2+39.14	S 89° 24' 13" E	15.46	15.46	90.00
2+54.60	S 89° 24' 13" E	15.46	15.46	90.00
2+70.06	S 89° 24' 13" E	15.46	15.46	90.00
2+85.52	S 89° 24' 13" E	15.46	15.46	90.00
3+00.98	S 89° 24' 13" E	15.46	15.46	90.00
3+16.44	S 89° 24' 13" E	15.46	15.46	90.00
3+31.90	S 89° 24' 13" E	15.46	15.46	90.00
3+47.36	S 89° 24' 13" E	15.46	15.46	90.00
3+62.82	S 89° 24' 13" E	15.46	15.46	90.00
3+78.28	S 89° 24' 13" E	15.46	15.46	90.00
3+93.74	S 89° 24' 13" E	15.46	15.46	90.00
4+09.20	S 89° 24' 13" E	15.46	15.46	90.00
4+24.66	S 89° 24' 13" E	15.46	15.46	90.00
4+40.12	S 89° 24' 13" E	15.46	15.46	90.00
4+55.58	S 89° 24' 13" E	15.46	15.46	90.00
4+71.04	S 89° 24' 13" E	15.46	15.46	90.00
4+86.50	S 89° 24' 13" E	15.46	15.46	90.00
5+01.96	S 89° 24' 13" E	15.46	15.46	90.00
5+17.42	S 89° 24' 13" E	15.46	15.46	90.00
5+32.88	S 89° 24' 13" E	15.46	15.46	90.00
5+48.34	S 89° 24' 13" E	15.46	15.46	90.00
5+63.80	S 89° 24' 13" E	15.46	15.46	90.00
5+79.26	S 89° 24' 13" E	15.46	15.46	90.00
5+94.72	S 89° 24' 13" E	15.46	15.46	90.00
6+10.18	S 89° 24' 13" E	15.46	15.46	90.00
6+25.64	S 89° 24' 13" E	15.46	15.46	90.00
6+41.10	S 89° 24' 13" E	15.46	15.46	90.00
6+56.56	S 89° 24' 13" E	15.46	15.46	90.00
6+72.02	S 89° 24' 13" E	15.46	15.46	90.00
6+87.48	S 89° 24' 13" E	15.46	15.46	90.00
7+02.94	S 89° 24' 13" E	15.46	15.46	90.00
7+18.40	S 89° 24' 13" E	15.46	15.46	90.00
7+33.86	S 89° 24' 13" E	15.46	15.46	90.00
7+49.32	S 89° 24' 13" E	15.46	15.46	90.00
7+64.78	S 89° 24' 13" E	15.46	15.46	90.00
7+80.24	S 89° 24' 13" E	15.46	15.46	90.00
7+95.70	S 89° 24' 13" E	15.46	15.46	90.00
8+11.16	S 89° 24' 13" E	15.46	15.46	90.00
8+26.62	S 89° 24' 13" E	15.46	15.46	90.00
8+42.08	S 89° 24' 13" E	15.46	15.46	90.00
8+57.54	S 89° 24' 13" E	15.46	15.46	90.00
8+73.00	S 89° 24' 13" E	15.46	15.46	90.00
8+88.46	S 89° 24' 13" E	15.46	15.46	90.00
9+03.92	S 89° 24' 13" E	15.46	15.46	90.00
9+19.38	S 89° 24' 13" E	15.46	15.46	90.00
9+34.84	S 89° 24' 13" E	15.46	15.46	90.00
9+50.30	S 89° 24' 13" E	15.46	15.46	90.00
9+65.76	S 89° 24' 13" E	15.46	15.46	90.00
9+81.22	S 89° 24' 13" E	15.46	15.46	90.00
9+96.68	S 89° 24' 13" E	15.46	15.46	90.00
10+12.14	S 89° 24' 13" E	15.46	15.46	90.00
10+27.60	S 89° 24' 13" E	15.46	15.46	90.00
10+43.06	S 89° 24' 13" E	15.46	15.46	90.00
10+58.52	S 89° 24' 13" E	15.46	15.46	90.00
10+73.98	S 89° 24' 13" E	15.46	15.46	90.00
10+89.44	S 89° 24' 13" E	15.46	15.46	90.00
11+04.90	S 89° 24' 13" E	15.46	15.46	90.00
11+20.36	S 89° 24' 13" E	15.46	15.46	90.00
11+35.82	S 89° 24' 13" E	15.46	15.46	90.00
11+51.28	S 89° 24' 13" E	15.46	15.46	90.00
11+66.74	S 89° 24' 13" E	15.46	15.46	90.00
11+82.20	S 89° 24' 13" E	15.46	15.46	90.00
11+97.66	S 89° 24' 13" E	15.46	15.46	90.00
12+13.12	S 89° 24' 13" E	15.46	15.46	90.00
12+28.58	S 89° 24' 13" E	15.46	15.46	90.00
12+44.04	S 89° 24' 13" E	15.46	15.46	90.00
12+59.50	S 89° 24' 13" E	15.46	15.46	90.00
12+74.96	S 89° 24' 13" E	15.46	15.46	90.00
12+90.42	S 89° 24' 13" E	15.46	15.46	90.00
13+05.88	S 89° 24' 13" E	15.46	15.46	90.00
13+21.34	S 89° 24' 13" E	15.46	15.46	90.00
13+36.80	S 89° 24' 13" E	15.46	15.46	90.00
13+52.26	S 89° 24' 13" E	15.46	15.46	90.00
13+67.72	S 89° 24' 13" E	15.46	15.46	90.00
13+83.18	S 89° 24' 13" E	15.46	15.46	90.00
13+98.64	S 89° 24' 13" E	15.46	15.46	90.00
14+14.10	S 89° 24' 13" E	15.46	15.46	90.00
14+29.56	S 89° 24' 13" E	15.46	15.46	90.00
14+45.02	S 89° 24' 13" E	15.46	15.46	90.00
14+60.48	S 89° 24' 13" E	15.46	15.46	90.00
14+75.94	S 89° 24' 13" E	15.46	15.46	90.00
14+91.40	S 89° 24' 13" E	15.46	15.46	90.00
15+06.86	S 89° 24' 13" E	15.46	15.46	90.00
15+22.32	S 89° 24' 13" E	15.46	15.46	90.00
15+37.78	S 89° 24' 13" E	15.46	15.46	90.00
15+53.24	S 89° 24' 13" E	15.46	15.46	90.00
15+68.70	S 89° 24' 13" E	15.46	15.46	90.00
15+84.16	S 89° 24' 13" E	15.46	15.46	90.00
15+99.62	S 89° 24' 13" E	15.46	15.46	90.00
16+15.08	S 89° 24' 13" E	15.46	15.46	90.00
16+30.54	S 89° 24' 13" E	15.46	15.46	90.00
16+46.00	S 89° 24' 13" E	15.46	15.46	90.00
16+61.46	S 89° 24' 13" E	15.46	15.46	90.00
16+76.92	S 89° 24' 13" E	15.46	15.46	90.00
16+92.38	S 89° 24' 13" E	15.46	15.46	90.00
17+07.84	S 89° 24' 13" E	15.46	15.46	90.00
17+23.30	S 89° 24' 13" E	15.46	15.46	90.00
17+38.76	S 89° 24' 13" E	15.46	15.46	90.00
17+54.22	S 89° 24' 13" E	15.46	15.46	90.00
17+69.68	S 89° 24' 13" E	15.46	15.46	90.00
17+85.14	S 89° 24' 13" E	15.46	15.46	90.00
18+00.60	S 89° 24' 13" E	15.46	15.46	90.00
18+16.06	S 89° 24' 13" E	15.46	15.46	90.00
18+31.52	S 89° 24' 13" E	15.46	15.46	90.00
18+46.98	S 89° 24' 13" E	15.46	15.46	90.00
18+62.44	S 89° 24' 13" E	15.46	15.46	90.00
18+77.90	S 89° 24' 13" E	15.46	15.46	90.00
18+93.36	S 89° 24' 13" E	15.46	15.46	90.00
19+08.82	S 89° 24' 13" E	15.46	15.46	90.00
19+24.28	S 89° 24' 13" E	15.46	15.46	90.00
19+39.74	S 89° 24' 13" E	15.46	15.46	90.00
19+55.20	S 89° 24' 13" E	15.46	15.46	90.00
19+70.66	S 89° 24' 13" E	15.46	15.46	90.00
19+86.12	S 89° 24' 13" E	15.46	15.46	90.00
20+01.58	S 89° 24' 13" E	15.46	15.46	90.00
20+17.04	S 89° 24' 13" E	15.46	15.46	90.00
20+32.50	S 89° 24' 13" E	15.46	15.46	90.00
20+47.96	S 89° 24' 13" E	15.46	15.46	90.00
20+63.42	S 89° 24' 13" E	15.46	15.46	90.00
20+78.88	S 89° 24' 13" E	15.46	15.46	90.00
20+94.34	S 89° 24' 13" E	15.46	15.46	90.00
21+09.80	S 89° 24' 13" E	15.46	15.46	90.00
21+25.26	S 89° 24' 13" E	15.46	15.46	90.00
21+40.72	S 89° 24' 13" E	15.46	15.46	90.00
21+56.18	S 89° 24' 13" E	15.46	15.46	90.00
21+71.64	S 89° 24' 13" E	15.46	15.46	90.00
21+87.10	S 89° 24' 13" E	15.46	15.46	90.00
22+02.56	S 89° 24' 13" E	15.46	15.46	90.00
22+18.02	S 89° 24' 13" E	15.46	15.46	90.00
22+33.48	S 89° 24' 13" E	15.46	15.46	90.00
22+48.94	S 89° 24' 13" E	15.46	15.46	90.00
22+64.40	S 89° 24' 13" E	15.46	15.46	90.00
22+79.86	S 89° 24' 13" E	15.46	15.46	90.00
22+95.32	S 89° 24' 13" E	15.46	15.46	90.00
23+10.78	S 89° 24' 13" E	15.46	15.46	90.00
23+26.24	S 89° 24' 13" E	15.46	15.46	90.00
23+41.70	S 89° 24' 13" E	15.46	15.46	90.00
23+57.16	S 89° 24' 13" E	15.46	15.46	90.00
23+72.62	S 89° 24' 13" E	15.46	15.46	90.00
23+88.08	S 89° 24' 13" E	15.46	15.46	90.00
24+03.54	S 89° 24' 13" E	15.46	15.46	90.00
24+19.00	S 89° 24' 13" E	15.46	15.46	90.00
24+34.46	S 89° 24' 13" E	15.46	15.46	90.00
24+49.92	S 89° 24' 13" E	15.46	15.46	90.00
24+65.38	S 89° 24' 13" E	15.46	15.46	90.00
24+80.84	S 89° 24' 13" E	15.46	15.46	90.00
24+96.30	S 89° 24' 13" E	15.46	15.46	90.00
25+11.76	S 89° 24' 13" E	15.46	15.46	90.00
25+27.22	S 89° 24' 13" E	15.46	15.46	90.00
25+42.68	S 89° 24' 13" E	15.46	15.46	90.00
25+58.14	S 89° 24' 13" E	15.46	15.46	90.00
25+73.60	S 89° 24' 13" E	15.46	15.46	90.00
25+89.06	S 89° 24' 13" E	15.46	15.46	90.00
26+04.52	S 89° 24' 13" E	15.46	15.46	90.00
26+20.00	S 89° 24' 13" E	15.46	15.46	90.00
26+35.46	S 89° 24' 13" E	15.46	15.46	90.00
26+50.92	S 89° 24' 13" E	15.46	15.46	90.00
26+66.38	S 89° 24' 13" E	15.46	15.46	90.00
26+81.84	S 89° 24' 13" E	15.46	15.46	90.00
26+97.30	S 89° 24' 13" E	15.46	15.46	90.00
27+12.76	S 89° 24' 13" E	15.46	15.46	90.00
27+28.22	S 89° 24' 13" E	15.46	15.46	90.00
27+43.68	S 89° 24' 13" E	15.46	15.46	90.00
27+59.14	S 89° 24' 13" E	15.46	15.46	90.00
27+74.60	S 89° 24' 13" E	15.46	15.46	90.00
27+90.06	S 89° 24' 13" E	15.46	15.46	90.00
28+05.52	S 89° 24' 13" E	15.46	15.46	90.00
28+20.98	S 89° 24' 13" E	15.46	15.46	90.00
28+36.44	S 89° 24' 13" E	15.46	15.46	90.00
28+51.90	S 89° 24' 13" E	15.46	15.46	90.00
28+67.36	S 89° 24' 13" E	15.46	15.46	90.00
28+82.82	S 89° 24' 13" E	15.46	15.46	90.00
28+98.28	S 89° 24' 13" E	15.46	15.46	

Wet Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not **incorporate a vegetated filter at the outlet.**

This system (check one):

does does not **incorporate pretreatment other than a forebay.**

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.

	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on	Consult a dam safety specialist to

	the embankment.	remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

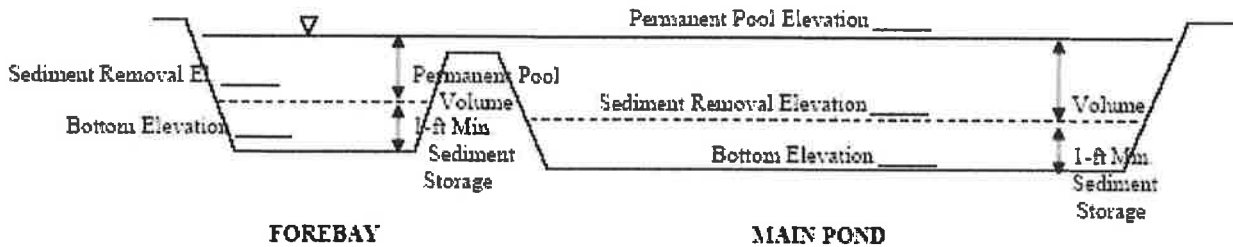
**Elevations used are approved design or equivalent as-built elevations.
(Indicate which is being indicated in this document.)**

When the permanent pool depth reads 4.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 4.5 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM

(fill in the blanks.)



Wet Pond 1:

- Permanent Pool Elevation: 689.5
- Forebay Sediment Removal Elevation: 685.0
- Forebay Bottom Elevation: 684.0
- Main pond Sediment Removal Elevation: 685.0
- Main pond bottom elevation: 684.0

Wet Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.

	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on	Consult a dam safety specialist to

	the embankment.	remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

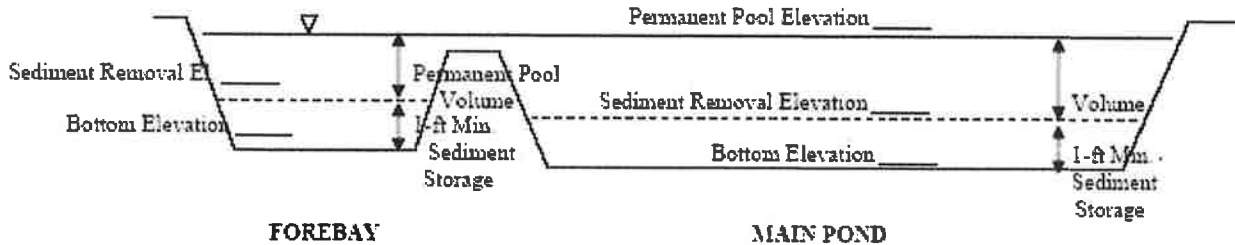
**Elevations used are approved design or equivalent as-built elevations.
(Indicate which is being indicated in this document.)**

When the permanent pool depth reads 4.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 5.5 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM

(fill in the blanks)



Wet Pond 2:

Permanent Pool Elevation:	674.5
Forebay Sediment Removal Elevation:	670.0
Forebay Bottom Elevation:	669.0
Main pond Sediment Removal Elevation:	669.0
Main pond bottom elevation:	668.0



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.



MEMORADUM

DATE: Tuesday, August 11, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Hunton Forest Subdivision Phase 2 PH 2 MP 6
 PROJECT NUMBER: 2016-047
 DEVELOPER: TAC Niblock, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 154-155, 245-258, 262-292, & 321-324
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 10, 2020
 ONE-YEAR WARRANTY DATE: Thursday, September 09, 2021

Water Infrastructure	Quantity
8-inch in LF	2373.00
8-inch Valves	7
2-inch in LF	271.00
2-inch Valves	2
Hydrants	3

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2036.15
Manholes as EA	10



MEMORADUM

DATE: Monday, August 10, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Allen Mills Phase 2 PH 2 MP 3
 PROJECT NUMBER: 2018-043
 DEVELOPER: M/I Homes of Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 219-259, 275-280, 351-376, 378-427
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 10, 2020
 ONE-YEAR WARRANTY DATE: Friday, September 10, 2021

Water Infrastructure	Quantity
8-inch in LF	5175.00
8-inch Valves	17
2-inch in LF	633.00
2-inch Valves	4
Hydrants	9

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	5763.00
Manholes as EA	28



MEMORADUM

DATE: Monday, August 10, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Concord Mills Flyover
 PROJECT NUMBER: 2016-040 U-5806
 DEVELOPER: NCDOT
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 10, 2020
 ONE-YEAR WARRANTY DATE: Friday, September 10, 2021

Water Infrastructure	Quantity
12-inch in LF	527.00
12-inch Valves	1

Sanitary Sewer Infrastructure	Quantity
15-inch in LF	40.00
Manholes as EA	1



MEMORADUM

DATE: Wednesday, August 05, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: The Mills Phase 2C PH 2C MP 2
 PROJECT NUMBER: 2018-044
 DEVELOPER: NVR, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: 32-37, 94-98, 143-153, 163-165, 201-214
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 10, 2020
 ONE-YEAR WARRANTY DATE: Thursday, September 09, 2021

Water Infrastructure	Quantity
8-inch in LF	2051.00
8-inch Valves	8
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	4538.39
Manholes as EA	26

AN ORDINANCE AMENDING FY 2020-21 APPROVED FEES, RATES AND CHARGES SCHEDULE AS ADOPTED IN THE FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of September, 2020, adopt a City budget for the fiscal year beginning July 1st, 2020 and ending on June 30th, 2021, as amended; and

WHEREAS, the City desires to amend the ordinance as it relates to the Schedule of Fees, Rates and Charges;

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 fees, rates and charges are hereby amended as follows:

Police

<i>HR218 Administrative costs</i>	<i>\$50.00</i>
-----------------------------------	----------------

This Ordinance amendment shall be effective upon adoption.

Adopted this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

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	
100-4355100	Contributions	\$20,000	\$30,000	\$10,000
Total				\$10,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5393000	Arbor Day	\$5,000	\$15,000	\$10,000
Total				\$10,000

Reason: To recognize a \$10,000 contribution from Mariam & Robert Hayes Trust for the Arbor Day Celebration.

Adopted this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital projects for Cemetery Software.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
Total				0

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811273	Cemetery Software	75,000	90,000	15,000
8804-5811268	Oakwood	221,775	206,775	(15,000)
8804-5811273				
8804-5811268				
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 grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

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-Speedway Bridge Relocation.

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
8700-5811082				
8700-5811082	Speedway Bridge	\$300,000	\$353,252	\$53,252
8700-5811082				
8700-5811082	Future Water Projects	\$537,149	\$483,897	(\$53,252)

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 September 10th, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 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	
690-4406000	RETAINED EARNINGS APPR	39,274	488,474	449,200
Total				\$449,200

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1000-5558000	BLDGS & IMPRV – CAPITAL	0	449,200	449,200
Total				\$449,200

Reason: To reappropriate unspent funds loaned to Public Housing from the General Fund in FY20 for the construction of a new maintenance building.

Adopted this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 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:

		<u>Revenues</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
210-4357500	CARES Act Funding	0	88,742	88,742
<i>Total Revenue Increase (Decrease)</i>				<u>88,742</u>

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
1500-5800100	CARES Act Expenditure	0	88,742	88,742
<i>Total Exp Increase (Decrease)</i>				<u>88,742</u>

Reason: To adopt a budget for additional CARES Act Funding provided by HUD in response to Coronavirus.

Adopted this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

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	
690-4357500	CARES ACT FUNDING	0	87,984	\$87,984
Total				\$87,984

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1000-5800100	CARES ACT EXPENDITURE	32,944	120,928	87,984
Total				\$87,984

Reason: To reappropriate unspent CARES Act funding for the Public Housing program.

Adopted this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

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	
210-4370000	Fund Balance Appropriated	1,619	53,453	51,834
Total				\$51,834

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1500-5800100	CARES ACT EXPENDITURE	0	51,834	51,834
Total				\$51,834

Reason: To reappropriate unspent CARES Act funding for the Housing Choice Voucher program.

Adopted this 10th day of September, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

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 CDBG 2018 Grant

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
310-4355000				
310-4355000	Program Income	\$63,395	\$63,646	\$251
Total				\$251

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3110-5480012				
3110-5480012	Match/PI Exp	\$44,375	\$44,626	\$251
Total				\$251

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 24th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

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 CDBG 2019 Grant

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

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
310-4355000				
310-4355000	Program Income	\$66,311	\$97,483	\$31,172
	Total			\$31,172

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3112-5480012				
3112-5480012	Match/PI Exp	\$2,665	\$33,837	\$31,172
	Total			\$31,172

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 24th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

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 2018 Grant

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

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
320-4355000				
320-4355000	Program Income	\$781,351	\$642,990	(\$138,361)
	Total			(\$138,361)

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3208-5480012				
3208-5480012	Match/PI Exp	\$271,874	\$133,513	(\$138,361)
	Total			(\$138,361)

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 24th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

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 Grant.

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>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
320-4355000				
320-4355000	Home Program Income 2019	\$881,351	\$850,541	(\$30,810)
Total				(\$30,810)

SECTION 4. The following amounts are appropriated for the project

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3210-5480012				
3210-5480012	Match/PI Exp	\$178,944	\$148,134	(\$30,810)
Total				(\$30,810)

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 24th day of August, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2020-2021

FINAL REPORT

July

Property Tax Receipts- Munis

2020 BUDGET YEAR	224,292.11
2019	39,604.21
2018	3,959.08
2017	1,514.25
2016	1,757.81
2015	1,501.15
2014	1,541.22
2013	549.23
2012	554.07
2011	331.04
Prior Years	1,158.81
Interest	9,550.92
Refunds	
	<hr/>
	286,313.90

Vehicle Tax Receipts- County

2020 BUDGET YEAR	470,986.02
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	51.70
Penalty & Interest	1,691.05
Refunds	
	<hr/>
	472,728.77

Fire District Tax - County

2019 BUDGET YEAR	3,918.14
------------------	----------

Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	762,960.81

423:Vehicle Tag Fee-Transportation Impr Fund	38,847.65
100:Vehicle Tag Fee	157,733.34
292:Vehicle Tag Fee-Transportation Fund	38,852.65
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	235,433.64

Privilege License	140.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	140.00

Oakwood Cemetery current	1,050.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	6,850.03
Rutherford Cemetery endowment	2,199.97
West Concord Cemetery current	2,725.00
West Concord Cemetery endowment	900.00
Total Cemetery Collections	<hr/>
	13,725.00

Total Collections	<hr/>
	\$ 1,012,259.45

Current Year	
Original Scroll	
Levy	62,609,157.48
Penalty	43,120.05
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	33,886.81
Discovery Penalty	54.83
Total Amount Invoiced - Monthly	<u>62,686,219.17</u>
Total Amount Invoiced - YTD	62,686,219.17

Current Year	
Less Abatements (Releases)	
Real	11.62
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>11.62</u>

Adjusted Amount Invoiced - monthly	62,686,207.55
Adjusted Amount Invoiced - YTD	62,686,207.55

Current Levy Collected	224,292.11
Levy Collected from previous years	52,470.87
Penalties & Interest Collected	9,550.92
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>286,313.90</u>
Total Collected - YTD	286,313.90

Total Collected - net current levy -YTD	224,292.11
Percentage of Collected -current levy	0.36%
Amount Uncollected - current year levy	62,461,915.44
Percentage of Uncollected - current levy	99.64%
	100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of July 2020

RELEASES		
CITY OF CONCORD	\$	11.62
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	105.40
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	0	0	0	0.0048	0.00	0.00			
2018	0	0	0	0.0048	0.00	0.00			
2019	0	0	0	0.0048	0.00	0.00			
2020	0	7,059,752	7,059,752	0.0048	33,886.81	54.83			
Total	0	7,059,752	7,059,752		\$ 33,886.81	\$ 54.83			
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 7/31/2020

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 3/4/2021	05970RQ40	5,000,000.00	4,986,388.89	03/04/2021	0.401	1.44	N/A	99.727778	216
CP BANCO SANTANDER SA 0 8/12/2020	05970RHC2	5,000,000.00	4,950,622.20	08/12/2020	1.778	1.43	N/A	99.012444	12
CP BARCLAYS BANK 0 2/19/2021	06742VHX2	5,000,000.00	4,976,319.44	02/19/2021	0.623	1.44	N/A	99.526389	203
CP CHESHAM 0 10/22/2020	16536HKN0	5,000,000.00	4,939,206.94	10/22/2020	1.711	1.42	N/A	98.784139	83
CP CREDIT SUISSE 0 1/29/2021	2254EANV1	5,000,000.00	4,982,570.83	01/29/2021	0.472	1.44	N/A	99.651417	182
CP LLOYDS BANK CORP 0 12/10/2020	53948AMA6	5,000,000.00	4,991,027.78	12/10/2020	0.381	1.44	N/A	99.820556	132
CP NATIXIS 0 12/18/2020	63873JMJ6	5,000,000.00	4,960,488.89	12/18/2020	1.129	1.43	N/A	99.209778	140
CP NATIXIS NY 0 3/19/2021	63873JQK9	5,000,000.00	4,990,705.55	03/19/2021	0.281	1.44	N/A	99.814111	231
CP PRUDENTIAL PLC 0 10/26/2020	7443M2KS4	5,000,000.00	4,952,272.22	10/26/2020	1.434	1.43	N/A	99.045444	87
CP TOYOTA MOTOR CREDIT 0 11/19/2020	89233GLK0	5,000,000.00	4,961,422.22	11/19/2020	1.129	1.43	N/A	99.228444	111
CPMUFGBANKLTD/NY 0 8/21/2020	62479LHM0	5,000,000.00	4,947,075.00	08/21/2020	1.759	1.43	N/A	98.9415	21
Sub Total / Average Commercial Paper		55,000,000.00	54,638,099.96		1.007	15.76		99.343308	129
FFCB Bond									
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	07/21/2022	0.245	1.44	N/A	99.95	720
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.44	N/A	100	1,361
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.44	N/A	100	952
FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.44	N/A	100	2,048
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.44	N/A	100	2,433
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.44	N/A	99.99	1,291
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.44	N/A	100	788
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.44	N/A	100	847
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.44	N/A	100	2,405
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.44	N/A	100	1,519
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.44	N/A	100	1,186
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.44	N/A	100	2,226
Sub Total / Average FFCB Bond		60,000,000.00	59,997,000.00		1.522	17.31		99.995002	1,481
FHLB Bond									

FHLB 0.44 6/29/2023-20	3130AJPW3	5,000,000.00	5,000,000.00	06/29/2023	0.440	1.44	N/A	100	1,063
FHLB 0.67 5/11/2023-20	3130AJK73	5,000,000.00	5,000,000.00	05/11/2023	0.670	1.44	N/A	100	1,014
FHLB 1.125 7/14/2021	3130A8QS5	740,000.00	708,002.40	07/14/2021	2.621	0.20	N/A	95.676	348
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.44	N/A	100	1,333
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.44	N/A	100	1,452
FHLB 1.77 8/28/2024-20	3130AJA90	5,000,000.00	5,000,000.00	08/28/2024	1.770	1.44	N/A	100	1,489
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.44	N/A	100	1,550
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.25	N/A	97.596	486
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.44	N/A	99.9	119
FHLB 1.92 8/28/2024-20	3130AGXN0	5,000,000.00	5,000,000.00	08/28/2024	1.920	1.44	N/A	100	1,489
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.44	N/A	99.6	1,503
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.44	N/A	100	3,380
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.26	N/A	102.915948	438
Sub Total / Average FHLB Bond		52,495,000.00	52,442,627.74		1.661	15.13		99.905326	1,392
FHLMC Bond									
FHLMC 0.25 6/26/2023	3137EAES4	1,840,000.00	1,837,773.60	06/26/2023	0.291	0.53	N/A	99.879	1,060
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	07/28/2022	0.250	1.44	N/A	100	727
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.44	N/A	100	657
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	06/30/2022	0.300	1.44	N/A	100	699
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.44	N/A	100	756
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.44	N/A	100	840
FHLMC 0.35 9/22/2022-20	3134GVV54	5,000,000.00	5,000,000.00	09/22/2022	0.350	1.44	N/A	100	783
FHLMC 0.375 11/4/2022-20	3134GVQU5	5,000,000.00	5,000,000.00	11/04/2022	0.375	1.44	N/A	100	826
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.44	N/A	100	935
FHLMC 0.375 4/14/2023-21	3134GV4N5	5,000,000.00	5,000,000.00	04/14/2023	0.375	1.44	N/A	100	987
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	993
FHLMC 0.45 3/17/2023-20	3134GVP69	5,000,000.00	5,000,000.00	03/17/2023	0.450	1.44	N/A	100	959
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	07/14/2026	0.800	1.44	N/A	100	2,174
FHLMC 1 4/21/2025-21	3134GVLE6	5,000,000.00	5,000,000.00	04/21/2025	1.000	1.44	N/A	100	1,725
FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.44	N/A	100	1,699
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.44	N/A	100	59
FHLMC 1.75 8/25/2022-20	3134GUTK6	5,000,000.00	5,000,000.00	08/25/2022	1.750	1.44	N/A	100	755
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.44	N/A	100	1,336
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.45	N/A	100.28	116
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	531
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	06/19/2023	0.244	0.38	N/A	107.589	1,053
Sub Total / Average FHLMC Bond		91,530,000.00	91,627,231.44		0.828	26.43		100.113902	938
FNMA Bond									

FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	07/20/2023	0.400	1.44	N/A	100	1,084
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	07/07/2023	0.420	1.44	N/A	100	1,071
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	06/30/2023	0.430	1.44	N/A	100	1,064
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.44	N/A	100	993
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	07/14/2025	0.700	1.44	N/A	100	1,809
FNMA 1.25 5/6/2021	3135G0K69	625,000.00	600,577.41	05/06/2021	2.610	0.17	N/A	96.092386	279
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.56	N/A	95.788318	382
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.74	N/A	95.552298	433
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.09	N/A	99.499	767
FNMA 1.75 2/14/2024-20	3135G0Y31	5,000,000.00	5,000,000.00	02/14/2024	1.750	1.44	N/A	100	1,293
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.44	N/A	100	819
FNMA 1.83 11/23/2024-20	3136G4UF8	5,000,000.00	5,000,000.00	11/23/2024	1.830	1.44	N/A	100	1,576
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	613
FNMA 1.9 2/18/2025-20	3135G0Y23	5,000,000.00	5,000,000.00	02/18/2025	1.900	1.44	N/A	100	1,663
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.11	N/A	101.379763	796
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.44	N/A	100	59
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.28	N/A	101.014	620
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	01/19/2023	1.134	0.54	N/A	103.531596	902
Sub Total / Average FNMA Bond		64,210,000.00	64,090,747.93		1.375	18.49		99.834613	1,030
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	67,878.32	67,878.32	N/A	0.070	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,651,986.41	10,651,986.41	N/A	0.140	3.07	N/A	100	1
NCCMT LGIP	NCCMT481	7,807,748.56	7,807,748.56	N/A	0.070	2.25	N/A	100	1
NCCMT LGIP	NCCMT271	67,511.70	67,511.70	N/A	0.070	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		18,595,124.99	18,595,124.99		0.110	5.36		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,229,512.50	5,229,512.50	N/A	0.750	1.51	N/A	100	1
Sub Total / Average Money Market		5,229,512.50	5,229,512.50		0.750	1.51		100	1
Total / Average		347,059,637.49	346,620,344.56		1.164	100		99.880825	926