



City Council Agenda

Thursday, April 14, 2022

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.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

February 22, March 8, and March 10, 2022.

IV. Presentations

1. Presentation of a Proclamation recognizing April 18, 2022, as National Lineworker Appreciation Day. (Work Session)

2. Presentation of a retirement plaque to Lannie A. Cruse Jr. for 30 plus years of service to the City of Concord. (Work Session) Lannie was born and raised here and has called Concord home his entire life. He graduated from Northwest Cabarrus High School in 1983 and came to work for the city in March of 1991. He began his career in public service at the Rocky River Wastewater Treatment Plant, which at that time was part of the City. He then transferred to the Electric Systems tree crew, where he worked for about a year, before joining the overhead line crew. Lannie worked his way up becoming a journeyman lineman in 2002, an advanced position that requires expert skills and several years of experience in the field. Lannie later became an overhead line crew supervisor in 2012, a role which he held until his retirement.

3. Presentation of a Proclamation recognizing April 10-16, 2022 as National Public Safety Telecommunicator Week. Beginning in 1981, the second week in April (April 10-16, 2022) has been designated as National Public Safety Telecommunicator Week. It is a time to celebrate and thank the thousands of men and women who dedicate their careers to be the vital link between the person calling and emergency services. These professionals are the voices that people reach out to for help and the voices that guide public safety personnel to where they need to be when seconds count.

4. Administer Oath of Office to newly appointed Board of Adjustment member, Robert Danner.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. Conduct a public hearing and consider adopting the Agency Plan for the Concord Housing Department. The Housing Department staff is required to submit an Agency Plan to the United States Department of Housing and Urban Development (HUD) every year seventy-five (75) days prior to the beginning of the fiscal year. This Plan must be available for public review for forty-five (45) days prior to adoption and submission. The Plan has been completed and ready for review since February 13, 2022. A public hearing must be held prior to adoption for any public comments relative to the proposed changes in the Plan. Updated policies include: 1) updated ACOP and ADMIN plan per HUD's new policies and guidelines; 2) to request HUD's approval to

initiate the application process for the Wilkerson Public Housing conversion under RAD; and 3) to proceed with the application to HUD for the voluntary conversion of Larkhaven to project-based housing choice vouchers.

Recommendation: Motion to adopt the Agency Plan for the Concord Housing Department.

2. Conduct a public hearing to consider approving the submission of the Cabarrus, Iredell, Rowan County HOME Consortium's HOME-American Rescue Plan (HOME-ARP) Action Plan to the Department of Housing and Urban Development.

The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations. This funding was allocated by formula to jurisdictions that qualify for HOME Investment Partnerships Program allocations in FY2021. On September 22, 2021, Concord was notified by the Department of Housing and Urban Development (HUD) the Cabarrus, Iredell, Rowan HOME Consortium was awarded \$4,772,338 of HOME-ARP funds. As recipients of this funding, Concord and the Cabarrus/Iredell/Rowan HOME Consortium are required to submit an Action Plan for the Consortium's proposed use of HOME-ARP funds. This plan evaluates the homeless and housing needs within the region and details proposed eligible actions to address the identified needs. Concord's portion of the HOME-ARP funding will be \$736,698.00, which will be used for the reconstruction of the Wilkerson Home Public Housing Units once the RAD Conversion is complete for those units/parcel. As lead entity for the Consortium, Concord will also receive a total of \$452,220 for administration and oversight of the program. Also, as lead entity, Concord staff is responsible for gathering, compiling, and submitting to HUD information from all members. This effort results in a unified plan outlining all activities to be undertaken during the upcoming 8 years for the entire region. Due to COVID-19 limitations, HUD amended public comment periods to a shorter timeframe (15 days) and allowed jurisdictions to host a virtual public hearing to safely obtain input from residents and community stakeholders. Concord held a virtual public hearing from December 14, 2021 to January 10, 2022 with a survey and video message explaining the need for input and eligible uses. Concord HOME members and community stakeholders distributed the survey in their respective areas to gather input. The greatest need identified for Concord was the development and support of more affordable housing. Other needs noted by residents were: buying, repairing and building rental housing, more rental assistance opportunities, and increased supportive services.

Recommendation: Motion to approve the submission of the Cabarrus, Iredell, Rowan County HOME Consortium's HOME-American Rescue Plan (HOME-ARP) Action Plan to the Department of Housing and Urban Development.

3. Conduct a public hearing to consider adopting an ordinance amending Articles 8, Use Regulations, and 14, Definitions, of the Concord Development Ordinance (CDO) relative to the spacing requirements for tattoo and piercing parlors and the addition of a definition for tattoo parlors.

The proposed text amendment resulted from a citizen inquiry and subsequent Council directive to review the current CDO standards for the permitting of tattoo and piercing parlors in comparison to other jurisdictions. As a result of the review, staff has proposed a potential amendment to CDO Articles 8, Use Regulations, and 14, Definitions. The amendment would add a definition for tattoo parlors and eliminate spacing between tattoo/piercing parlors. The amendment would include a minimum distance of 300ft between an existing tattoo and/or piercing parlor and a newly requested business of the same use.

Recommendation: Motion to adopt an ordinance amending Sections Articles 8 "Use Regulations" and 14 "Definitions" of the Concord Development Ordinance (CDO).

E. Presentations of Petitions and Requests

- 1. Consider authorizing the City Manager to sign a contract with Gillig LLC utilizing the Piedmont Authority for Regional Transportation (PART) consortium contract for the purchase of six (6) new 35' heavy duty hybrid electric diesel replacement buses for the Rider system.** Concord is a member of the PART consortium bus procurement contract that was established in 2020 for heavy duty 35' and 40' diesel and hybrid diesel electric buses. Rider Transit is seeking to purchase six (6) heavy-duty 35' hybrid buses using this contract to replace six of our existing buses that have met their FTA designated useful life. In March, Rider Transit was awarded a \$3,966,318 FTA 5339(b) Bus & Bus Facilities Discretionary grant specifically for the purpose securing these replacement buses, which have a current cost of \$822,000, including registration. The FTA funds will cover 80.42% of the cost of each vehicle. The remaining 19.58% (\$965,682) will be split 50/50 between Concord and Kannapolis (\$482,841 each).

Recommendation: Motion to authorize the City Manager to sign a contract with Gillig LLC utilizing with a not to exceed maximum cost of \$4,932,000.

- 2. Consider a request from WeBuild Concord for a \$1,000,000 contribution from the City's affordable housing revolving fund.** WeBuild Concord is requesting \$1 million from the Affordable Housing Revolving Fund to develop and build affordable housing projects through reimbursable contracts with the City of Concord and Cabarrus County. WeBuild will use the funds for land purchases, construction, and administrative expenses. Projects partners include the City of Concord Neighborhood Development and other private and social sector partners. This project's first phase aims to develop 50 to 60 affordable units for single-family, multi-family, and senior housing with approximately 75% for ownership and 25% for rent. The first phase will get WeBuild's collective impact model with the City of Concord and partners past the 60% mark for our goal of 90 plus units over the next two years. WeBuild will market this phase as a joint venture between WeBuild Concord, the City of Concord, and partners that engage with us on individual projects.

Recommendation: Motion to approve the request allocating \$1,000,000 to WeBuild Concord from the Affordable Housing Revolving Fund and approve the related budget amendment.

- 3. Consider adopting a resolution directing the publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds.** The City is considering the issuance of general obligation bonds in the maximum amount of \$60,000,000 to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities. The attached resolution directs the City Clerk to publish a copy of the "NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS" to be published in a newspaper of general circulation in the City.

Recommendation: Motion to adopt a resolution directing the publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds.

- 4. Consider adopting a resolution making certain statement of fact concerning proposed bond issue and authorizing the application to the Local Government Commission.** The City is considering the issuance of general obligation bonds in the maximum amount of \$60,000,000 to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities. Certain findings of fact by the City Council must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 of the North Carolina General Statutes, as amended. The statements of fact are in the attached resolution.

Recommendation: Motion to adopt a resolution making certain statement of fact concerning proposed bond issue and authorizing the application to the Local Government Commission.

5. **Consider approving the acquisition of one parcel totaling 6.1733 acres adjacent to Clarke Creek, Cox Mill Road, and the Granary Oaks subdivision (parcel ID# 4680-40-3406-0000) from Beverly D. Hooks and Freddie Anne Davis for future development of the Clarke Creek Greenway and sidewalk connectivity along Cox Mill Road and consider adopting budget ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund.** The parcel under consideration for acquisition (PID# 4680-40-3406-0000) would be developed as part of the Clarke Creek Greenway and Cox Mill Loop, which includes sidewalk connectivity and crosswalks along Cox Mill Road. The property will provide direct pedestrian and bicycle connections to Granary Oaks, Edenton at Cox Mill, and Christenbury neighborhoods. The negotiated purchase price, agreed to by the owners, is \$110,000. This property is critical for overall connectivity in the Cox Mill area as part of the Clarke Creek Greenway, which will connect area neighborhoods to the existing Cox Mill Fields, Future Jim Ramseur Park, Cox Mill Elementary School and Cox Mill High School. Approximately 1.85 acres of the property is outside of the floodplain. The total cost for acquisition of the 6.1733 acres, including due diligence, is \$119,112. Funding is identified for greenway acquisition in the Parks & Recreation Reserve Fund.

Recommendation: Motion to approve the acquisition of one parcel, totaling 6.1733 acres (PIN# 4680-40-3406-0000) from Beverly D. Hooks and Freddie Anne Davis for future development of the Clarke Creek Greenway for \$110,000, and to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for approved property purchases including due diligences totaling \$119,112.

6. **Consider authorizing the City Manager to negotiate and execute a contract with J.D. Goodrum Co., Inc., in the amount of \$3,132,489.99, for the North Apron expansion project at the Concord-Padgett Regional Airport.** Bids were opened on March 30, 2022. J.D. Goodrum Co., Inc. submitted the low responsive base bid in the amount of \$3,132,489.99. Talbert, Bright and Ellington reviewed the bid and concurred all bid requirements of the specifications were met. This project will be 90% funded using funds from the Federal Aviation Administration (FAA) and the 10% match will come from the North Carolina Department of Transportation Division of Aviation funds.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with J.D. Goodrum Co., Inc., in the amount of \$3,132,489.99, for the North Apron Expansion project at the Concord-Padgett Regional Airport.

7. **Consider adopting a resolution to impose and use a passenger facility charge at the Concord-Padgett Regional Airport.** Concord-Padgett Regional Airport began offering commercial service in 2013. The Passenger Facility Charge (PFC) Program allows the collection of PFC fees up to \$4.50 for every eligible passenger at commercial airports controlled by public agencies. PFC's are capped at \$4.50 per flight segment, with a maximum of two PFCs charged on a one-way trip or four PFCs on a round trip, for a maximum of \$18 total. Airports use these fees to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition. The FAA must issue a final decision to approve or disapprove a PFC application, in whole or in part, no later than 120 days after the application is received by the FAA from the public agency. Following the FAA's full or partial approval of an application to impose a PFC, the public agency must notify air carriers and foreign air carriers required to collect PFC's at its airport(s) of the FAA's approval. The charge effective date of the PFC collection is the first day of a month which is at least 60 days from the date the public agency notifies the carriers of approval to impose the PFC.

Recommendation: Motion to adopt a resolution allowing Concord-Padgett Regional Airport to apply to the FAA for approval to implement a PFC charge.

- 8. Consider authorizing the City manager to execute an amendment to the On-Call Transportation Services contract for the engineering and design work to permit the replacement of the Lincoln Street Bridge.** This amendment consists of a task order with the current on-call professional services consultant with the Transportation Department, Stantec Consulting Inc., to perform the engineering and design work for the Lincoln Street Bridge Replacement. The task order would consist of project management and coordination, planning, permitting coordination, roadway design, structure design, transportation management plan, signing and delineation plan, hydraulic design, utility coordination, and geotechnical services. Per the submitted scope, the task order for the design of the bridge replacement plans is \$475,283.29, which is equal to the department's estimate.

Recommendation: Motion to authorize the City Manager to execute an amendment to the On-Call Transportation Services contract, in the amount of \$475,283.29 for the engineering and design work to permit the replacement of the Lincoln Street Bridge.

- 9. Consider entering into an Agreement with the North Carolina Department of Transportation (NCDOT) covering work to be performed under Project Agreement ID No. 11107, TIP # HL-0001 - WBS Elements 49345.1.1, 49345.2.1, 49345.3.1 for the Poplar Tent and Harris Intersection.** It is requested that City Council enter into an Agreement ID No. 11107 with the NCDOT to support the Project as outlined in the agreement. On May 14th, 2020, City Council supported the application to pursue Surface Transportation Block Grant Program Direct Allocation (STBGP-DA) funds through the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO). Subsequently the funds were awarded for the subject project. This agreement is for the Design, Right of Way, and Construction Phases of the Project, consisting of the design and construction for Improvements at the intersection of Poplar Tent Road and Harris Road to a Reduced Conflict Intersection. The total estimate for this Project is \$15,080,000, NCDOT will participate in 80% of the estimated cost, \$12,064,000. The City of Concord will participate in 20% of the estimated cost, \$3,016,000. Under this Project Agreement, overpayment will be the responsibility of the City of Concord.

Recommendation: Motion that City Council enter into an Agreement with the North Carolina Department of Transportation (NCDOT) covering work to be performed under Project Agreement ID No. 11107, TIP # HL-0001 - WBS Elements 49345.1.1, 49345.2.1, 49345.3.1 for the Poplar Tent and Harris Intersection.

- 10. Consider approving the acquisition of the property at 708 Arbor St. NE (PIN 5621-45-0236) for \$365,000 to facilitate future expansion at the Hillgrove Water Treatment Plant.** The property at 708 Arbor St. NE is directly next door to the Hillgrove Water Treatment Plant. The acquisition of this property will allow for future expansion of water plant activities for many years to come. In the short term, the current design of the GAC facility will be much more efficient and provide an immediate cost savings by locating the GAC system on this new property by reducing the piping required to connect.

Recommendation: Motion to approve the acquisition of the property at 708 Arbor St. NE (PIN 5621-45-0236) for future expansion at the Hillgrove Water Treatment Plant.

- 11. Consider authorizing the City Manager to negotiate and execute a contract with Insituform Technologies, LLC. for the lining of 21,433 linear feet of sewer lines and rehabilitation of 89 manholes.** The Water Resources department performs inspections of the City's sewer lines and identifies those that need to be repaired or replaced. Lines that would cause excessive disturbance to the public if they were repaired or replaced by conventional methods are earmarked for the cure-in-place

pipe rehabilitation method (CIPP). The CIPP method allows the sewer lines to be rehabilitated without the disturbances to the public caused by the conventional method of excavation and replacement. This project was publicly bid and eight (8) bids were received. The lowest responsible bidder was Insituform Technologies, LLC. in the amount of \$916,568.21. The total amount of the lowest responsible bidder is below the budgeted amount.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Insituform Technologies, LLC. in the amount of \$ 916,568.21 for the rehabilitation of 21,433 linear feet of sewer lines and 89 manholes.

- 12. Consider amending the sewer allocation policy for the development of speculative industrial projects less than 75,000 sf in I-1 and any size building in I-2 zoning.** This proposal is being brought to City Council after receiving input from both industrial developers as well as the Economic Development Corporation (EDC) regarding the current policy provision for speculative industrial development "at risk" with sewer allocation considered when a tenant is identified. The policy makes it difficult for developers to obtain project financing without any allocation prior to commencing construction. Therefore, the proposal is to allocate up to 7,500 gallons per day (GPD) for projects in I-1 and I-2 that do not exceed 75,000 sf total within a permitted phase. In addition, to accommodate larger speculative development the proposal is to allocate up to 12,500 gpd for buildings of any size greater than 75,000 sf in I-2 zoning. Sewer allocations for tenant(s) that would result in amounts greater than approved would have to come back to Council for consideration. Council would continue to consider these projects at the quarterly allocation meeting. Please note, Council would continue to consider projects in I-1 as specified in the existing policy which is "at risk" until such time that a user is identified.

Recommendation: Motion to amend the sewer allocation policy for the development of speculative industrial projects less than 75,000 sf in I-1 and any size building in I-2 zoning as specified in the amended Sewer Allocation Policy.

- 13. Consider a Preliminary Application from Karen Braswell.** In accordance with City Code Chapter 62, Karen Braswell has submitted a preliminary application to receive sewer service outside the City limits. The property is located at 254 Litaker Lane and the applicant proposes to develop with a single family home. The lot is one acre and zoned county medium density residential (MDR). City water is not available to the parcel.

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

- 14. Consider a Preliminary Application from Bobby Hatley.** In accordance with City Code Chapter 62, Bobby Hatley has submitted a preliminary application to receive sewer service outside the City limits. The property is located off of Kimberly Lane. The parcel is vacant, 1.5 acres, and zoned LDR. The applicant wants to build a single family home on the parcel. The applicant would be required to obtain a private sewer service easement. City water is not available to the parcel.

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

- 15. Consider a Preliminary Application from Danny Hinson.** In accordance with City Code Chapter 62, Danny Hinson has submitted a preliminary application to receive water and sewer service outside the City limits. The properties are located at 33 and 37 Denise Court and the applicant proposes to develop with a single family homes. The parcels are between 1.2 and 1.4 acres and zoned county LDR and is currently developed with a single family home.

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

16. Consider adopting the 2022 State and Federal Legislative Goals. During the January Planning Session, State and Federal legislative goals were presented to the Council for their consideration.

Recommendation: Motion to adopt the 2022 State and Federal Legislative Goals.

17. Consider appointing a voting delegate for the NCLM CityVision 2022 conference. (Work Session) CityVision 2022 will be held April 26-28 in Wilmington. Prior to the annual business meeting, an electronic voting process for board elections will be conducted. During CityVision, League members can attend the annual business meeting where the 2022-2023 electronic Board of Directors election results will be announced. Each member municipality is asked to designate one voting delegate who is eligible to cast a single vote for the 2022-2023 League Board of Directors in advance of the annual business meeting.

Recommendation: Motion to appoint a voting delegate for the NCLM 2022-2023 Board of Directors.

18. Consider making reappointments to the Concord United Committee. In April 2021, when the Committee members were first appointed, they were appointed to staggered terms with a group of members only being appointed to a one (1) year term which expires on April 30, 2022. Therefore, these members are eligible to be reappointed to their first full three (3) year term. Please see the attached list of members eligible for reappointment.

Recommendation: Motion to make reappointments to the Concord United Committee.

19. Discussion relating to the distribution of remaining American Rescue Plan (ARP) funds. At the March 22nd 2nd Work Session, the Council approved the allocation of ARP funds for the WeBuild Concord Lincoln Street Townhomes project. The consensus of the Council was to discuss further appropriations at the April 14th City Council meeting.

Recommendation: Continue discussion relating to the distribution of remaining ARP funds.

VII. Consent Agenda

A. Consider authorizing the Concord Police Department to apply for the 2022 Office of Community Oriented Policing Services (COPS) Law Enforcement Mental Health and Wellness Act (LEMHWA) Program grant from the US Department of Justice. If awarded, the LEMHWA Program funds would be used for the delivery of mental and emotional support services, development of an employee wellness program, enhanced team building, peer support, mentoring programs, wellness training and suicide prevention. Each award is for 24 months in duration for a maximum of \$175,000 per award and there is not a local match required.

Recommendation: Motion to authorize the Concord Police Department to apply for the 2022 Office of Community Oriented Policing Services (COPS) Law Enforcement Mental Health and Wellness Act (LEMHWA) Program grant from the US Department of Justice.

B. Consider authorizing Parks and Recreation staff to submit an application for a Kubota Hometown Proud Grant for up to \$100,000 for Caldwell Park. The approval for the application for the Kubota Hometown Proud grant program is for community revitalization. The Caldwell Park project meets three (3) of the primary grant requirements as follows: 1) cultivating a Community Garden, 2) the creation of a new playground area, and 3) beautifying a Community Park. For cultivation of a Community Garden, staff is considering developing a community garden within Caldwell Park in accordance with the adopted master plan and design of the park. For a new playground, this may be used as additional match to assist with the creation of an inclusive playground and assist with the City's awarded LWCF grant already designated in the budget. The third item of beautifying a Community Park, involves several components to the plan that are applicable here including the landscaping plan

or additional rain and pollinator gardens based on the adopted master plan. The application deadline is April 15, 2022. On July 13th, Kubota will announce five projects for the \$100,000 grant and then put out to the public an opportunity to vote on each project, which could lead to an additional \$100,000 plus entry into a sweepstakes to win Kubota Equipment. The winner of the sweepstakes will be announced on August 1, 2022.

Recommendation: Motion to approve Parks and Recreation to move forward with the application for a Kubota Hometown Proud Grant Application.

- C. Consider approving policies and procedures manual for the HOME-American Rescue Plan (HOME-ARP) allocation for the Cabarrus, Iredell, Rowan County HOME Consortium.** The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homeless and other vulnerable populations. This funding was allocated by formula to jurisdictions that qualify for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 22, 2021, Concord was notified by the Department of Housing and Urban Development (HUD) the Cabarrus, Iredell, Rowan HOME Consortium was awarded \$4,772,338 of HOME-ARP funds. To fulfill HUD requirements of lead entity oversight, staff has crafted jurisdictional policies and procedures to guide The Cabarrus, Iredell, Rowan HOME Consortium. The HOME-ARP Policy Manual identifies allowable activities, eligible households to assist and details Concord oversight of Consortium members. All changes were guided by Concord's HUD representative in conjunction with multiple HUD trainings.

Recommendation: Motion to approve policies and procedures manual for the HOME-American Rescue Plan (HOME-ARP) allocation for the Cabarrus, Iredell, Rowan County HOME Consortium.

- D. Consider accepting an offer of infrastructure at The Haven at Rocky River Subdivision, PH 1 MP 4 and Kensley East Subdivision PH 1.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 2,557 LF of 8-inch water line, 524 LF of 2-inch water line, 8 valves, 7 fire hydrants, 1,252 LF of 8-inch sanitary sewer line and 19 manholes.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites, The Haven at Rocky River Subdivision, PH 1 MP 4 and Kensley East Subdivision PH 1.

- E. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Hannah's Meadow and Spring Meadow Phase 3 Map 1. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Hannah's Meadow and Spring Meadow Phase 3 Map 1.

- F. 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: Yoxbox, LLC, (PIN 5509-23-8573) 3231, 3301, & 3307 Perry Street. Access easements and SCM maintenance agreements are being offered by the owners.

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

- G. Consider adopting an American Rescue Plan Fund grant project budget amendment.** At the March 22, 2022 2nd Work Session, Council approved additional projects to be funded by American Rescue Plan funds. The attached grant project budget ordinance appropriates funding for the additional approved projects.

Recommendation: Motion to adopt an American Rescue Plan Fund grant project budget amendment.

- H. Consider approving the 2019 Emergency Safety and Security Grant from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$97,676.** HUD has awarded the Housing Department the Emergency Safety and Security Grant for federal year 2019 in the amount of \$97,676 to install security cameras at all our Public Housing communities. These cameras will ensure the health and safety of our residents and improve their quality of life. We believe these cameras will have a significant impact on our Public Housing residents.
- Recommendation:** Motion to approve the 2019 Emergency Safety and Security Grant received by the Housing Department from HUD and adopt the budget ordinance in the amount of \$97,676.
- I. Consider adopting a Fire Project Fund project budget amendment and a General Fund operating budget amendment.** The fire station #10 project is coming in under budget. The savings from this project is being transferred back to the General Fund to cover the purchase of two vehicles in the fire department's FY22 budget.
- Recommendation:** Motion to adopt a Fire Project Fund project budget amendment and a General Fund operating budget amendment.
- J. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund.** The attached budget amendment appropriates contingency funds to cover the cost of an IT study.
- Recommendation:** Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund.
- K. Consider authorizing the City Manager to accept and execute Federal Aviation Administration Grant Offer for 2022 in the amount of \$ 3,748,306.62 for Airport Improvement Projects at Concord-Padgett Regional Airport and budget amendment.** The Aviation Department has received confirmation the grant amount this year will be \$3,748,306.62. FY 22 grant funds will include the following projects: North Apron Expansion construction and Runway Widening design and bid. The FAA is currently behind schedule in announcing Airport Improvement program grants. We anticipate FAA will require a short turnaround for acceptance and execution of said grant. In order to meet the deadline, we are requesting approval of the grant offer.
- Recommendation:** Motion to approve the City Manager to accept and execute the grant agreement .
- L. Consider authorizing the City Manager to accept and execute the Concessions Rent Relief Airport Rescue Grant Agreement and to adopt a budget ordinance appropriating the grant funds.** Concession Rent Relief Airport Rescue Grants were awarded to the commercial service airports for providing relief to in-terminal airport concessions from rent and minimum annual guarantees including relief to small concessions and large airport concessions. Concord-Padgett Regional Airport was awarded \$154,194 in January.
- Recommendation:** Motion to authorize the City Manager to accept and execute the Concessions Rent Relief Airport Rescue Grant Agreement and to adopt a budget ordinance appropriating the grant funds.
- M. Consider adopting ordinances to amend the General Capital Project Fund budget, the Stormwater Project Fund budget, the Water Project Fund budget, the Wastewater Project Fund budget, the Electric Project Fund budget, and the Transportation Project Fund budget.** Currently, there are funds for the Streetscape project in six different project funds. Staff recommends combining all of these into one fund to make administration of the project and coding of payments related to this project less cumbersome. The total budget for the project and the way in which it is funded is not changing. The attached project budget amendments remove the project from the various utility project funds and move all of the funding to the General Capital Project Fund.

Recommendation: Motion to adopt ordinances to amend the General Capital Project Fund budget, the Stormwater Project Fund budget, the Water Project Fund budget, the Wastewater Project Fund budget, the Electric Project Fund budget, and the Transportation Project Fund budget.

- N. Consider amending Article 3.2, Salary Increases, in the Personnel Policies and Procedures manual.** Staff recommends an update to clarify the process for implementing changes to the compensation structure as a result of a City-wide salary study.

Recommendation: Motion to amend Article, 3.2, Salary Increases, in the Personnel Policies and Procedures manual.

- O. Consider acceptance of the Tax Office reports for the month of February 2022.** The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of February 2022.

- P. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of February 2022.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

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

- Q. Receive monthly report on status of investments as of February 28, 2022.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments.

VIII. Matters not on the agenda

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

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

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



Cabarrus/Iredell/Rowan County HOME Consortium



HOME-ARP Allocation Plan

Participating Jurisdiction (PJ): Cabarrus-Iredell-Rowan County HOME Consortium Date: 4/15/2022

Introduction

In September 2021, the U.S. Department of Housing and Urban Development announced the appropriation of \$5 billion to communities across the U.S. to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations. These funds were allocated by formula to jurisdictions that qualified for funding through the HOME Investment Partnership Program (HOME Program) from the U.S. Department of Housing and Urban Development (HUD). This special round of funding is called the "HOME-ARP" program and funds must be expended on eligible activities by 2030. The Cabarrus-Iredell-Rowan County HOME Consortium was allocated \$4,772,338 to provide homelessness assistance and supportive services through several eligible activities. Eligible activities include acquisition and development of non-congregate shelter, tenant based rental assistance, supportive services, HOME-ARP rental housing development, administration and planning, and nonprofit operating and capacity building assistance.

HOME-ARP funds must assist people in HOME-ARP "qualifying populations", which include:

- Sheltered and unsheltered homeless populations
- Those currently housed populations at risk of homelessness
- Those fleeing or attempting to flee domestic violence or human trafficking
- Other families requiring services or housing assistance or to prevent homelessness
- Those at greatest risk of housing instability or in unstable housing situations

To receive funding, each member of the Consortium must develop a HOME-ARP Allocation Plan which describes the distribution and planned eligible activities of HOME-ARP funds. The consolidated HOME Consortium plan will be submitted and approved by HUD. The development of the HOME-ARP Allocation Plan must also be informed through stakeholder consultation and public engagement. The following is the Cabarrus-Iredell-Rowan County's HOME-ARP Allocation Plan.

Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summarize the consultation process:

The Cabarrus-Iredell-Rowan County HOME Consortium's consultation process was made up of three key components.

The first component was a virtual public hearing with an information video sent to the respective HOME Consortium members along with a primary needs survey distributed within the HOME Consortium service areas where community stakeholders were asked about funding, suggested activities, and program parameters. The Virtual public hearing and

information video was distributed to all HOME Consortium members and on December 14, 2021. The online survey was open from December 14, 2021 through January 10, 2022 and resulted in 103 response that addressed the area needs.

The second component is that each member of the HOME consortium held a public hearing with their local leadership in approving the proposed area to address and submission of the HOME-ARP Plan to HUD.

The third component is the public hearing held by Concord on April 14, 2022 which was advertised in the Independent Tribune April 3, 2022 and April 10, 2022 to notify residents of the hearing, provide a method for residents to view the proposed plan and request comments.

Lastly, Concord sought data and feedback specifically from the following agencies/organizations.

The organizations consulted by the HOME Consortium, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency	Method of Consultation	Feedback
The NC Balance of State Continuum of Care (BoS CoC)	Regional State Agency	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
NCCEH	Regional State Agency	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Salvation Army	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
United Way	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Fifth St Ministries	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Cove Church	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
NCCEH	Regional State Agency	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Rowan Helping Ministries	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Watchmen of the Streets	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Cooperative Christian Ministries	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of

			qualifying populations that need supportive services
Opportunity House	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Cabarrus Meals on Wheels	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Prosperity Unlimited	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Coltrane Life Center	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Hope Haven	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Community Link	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Public Housing Authority	PHA	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
CVAN	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Crisis Ministry	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Homes of Hope	Local Public Service	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Rape, Child, and Family Abuse Crisis Council		Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Turning Point (Emergency response)		Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services
Carolina Homeless Information Network (CHIN)	Regional State Agency	Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that

			need supportive services
Crisis Ministry		Direct Contact and/or website	Data, Unmet Needs, Needs, General Info, and Identify of qualifying populations that need supportive services

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of no less than 15 calendar days. The PJ must follow its adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, PJs must hold at least one public hearing during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

The City of Concord continues to acknowledge the importance of citizen participation when developing activities for the HOME-ARP funding. The Consortium’s Citizen Participation Plan was adjusted to include virtual, electronic, and website support in an effort to increase public awareness and to solicit input. Furthermore, the HOME Consortium will always seek guidance from HUD, other municipalities, and most importantly people from target communities. In the past, the HOME Consortium has encouraged participation in developing of this Plan by making a copy of the plan assessable and available for community review at the offices of the HOME Consortium, Public Libraries, on the City Website, and holding public hearings. Due to COVID restrictions, we were discouraged from having face to face meetings. Staff then conducted a virtual public hearing with a video that was distributed throughout the HOME Consortium service area, placed on local governmental websites, referenced in newsletters, social media, and survey for the public to provide input.

The general public, boards and commissions, non-profits, and other interested parties were asked to review and submit comments from December 14, 2021 – January 10, 2022. The outlets provided opportunities for the community to have input on the Plan.

- *Public comment period: start date - 12/14/2021 end date - 1/10/2022*
- City Council Work Session: March 12, 2022
- *Public hearing: March 14, 2022*

Describe any efforts to broaden public participation:

In addition to the public notice and public comment period, the HOME Consortium addressed questions and informed public service providers about the availability of funds and partnership opportunities. Community stakeholders included representatives of social service organizations, homeless services providers, and other nonprofit organizations. Each

member of the HOME Consortium also shared the public hearing/information video, posted the public notice, drafted HOME-ARP allocation plan, presentations were posted on each member's respective websites, and each member presented their plans to submit to their respective councils or boards.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Summarize the comments and recommendations received through the public participation process:

A Primary Needs Assessment Survey was sent out to assess the community's priorities for HOME-ARP eligible activities. The survey produced 103 community responses with the top two responses for the eligible activities is listed below. Community Stakeholders were also asked for their top two priorities from the four eligible HOME-ARP areas.

1. Development and Support of Affordable Housing
 - Buying, repairing, and building rental housing for qualified households
 - Purchasing abandoned and dilapidated rental properties to demo and rebuild new rental housing for qualifying households
2. Tenant-Based Rental Assistance
 - Providing payments to cover the entire or insufficient amounts: rental assistance
 - Provide payments to cover the entire or insufficient amounts: security deposits
3. Supportive Services-Including services listed in Section 401 of the McKinney-Vento Homeless Assistance Act, homeless prevention services and housing counseling services
 - Providing McKinney-Veto Supportive Services assistance to qualifying households
 - Providing homeless prevention services for qualifying households
4. Need for more non-congregate housing
 - Yes
5. Of the four eligible uses what is most needed
 - Development and Support of Affordable Housing
 - Supportive services

Summarize any comments or recommendations not accepted and state the reasons why:

All comments and recommendations were accepted

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

According to the 2020 Continuum of Care annual Point-in-Time Count that includes valuable data for addressing the needs of residents who are experiencing homelessness or at risk of homelessness, there was an estimated 9,280 people that experienced homelessness on any given day in North Carolina. Of that Total, 809 were family households, 798 were Veterans, 485 were unaccompanied young adults (aged 18-24), and 1,272 were individuals experiencing chronic homelessness. Of the total in NC, Cabarrus County had an estimated total of 78 persons, Iredell has 56, and Rowan County having 93 for a total HOME Consortium area of 227 facing homelessness. The HOME Consortium Service Area data showed that White residents are the largest demographic of people experiencing homelessness with nearly 68% of population total. Overall, men are more at-risk to experience homelessness than women. Approximately 123 people have a severe mental illness and 104 have chronic substance abuse. Of these, 79 people are veterans and nearly 195 are victims of domestic violence. COVID may have had an impact on the reported numbers because unsheltered homeless data was not collected.

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- *Sheltered and unsheltered homeless populations;*
- *Those currently housed populations at risk of homelessness;*
- *Other families requiring services or housing assistance or to prevent homelessness; and,*
- *Those at greatest risk of housing instability or in unstable housing situations:*

The primary unmet need as it pertains to homeless needs inventory is the availability of beds and units for adults who are experiencing homelessness. There is a need for more beds in order to provide housing services for adults. Additionally, the bulk of the beds available are emergency shelters and may not help residents escape homelessness or address housing insecurity. During our consultation, respondents also highlighted the following unmet service needs for the homeless population: legal aid, housing search and counseling, mental health services, outpatient health services, substance abuse treatment services, and comprehensive case management. Many of these services are available in the city, but residents are unaware. Additional outreach and intentional community engagement is needed to raise awareness of the services available in the areas of the Consortium.

The unmet needs for the populations at risk of homelessness and housing instability include resources for rental or utility deposit assistance and development of affordable rental housing units. This common theme was highlighted by multiple stakeholders citing the unmet need of sufficient supply of safe and affordable rental housing or emergency shelter. Inadequate supply of affordable rental housing inventory was highlighted in info gleaned in reporting.

Other families requiring services or housing assistance or to prevent homelessness include persons fleeing domestic violence and single mothers—a need highlighted by public service provider feedback as qualifying populations needing a more specialized support as they face housing instability challenges. A shortage of funding and staff administering specialized services have been identified as a gap.

Providers also have indicated that an overwhelming number of participants have health related issues and that a majority of those are not receiving treatment/care. Public service providers indicated that a considerable number of the homeless population had experienced some type of emotional/trauma, indulged in substance abuse, and may have suffered from mental illness. These factors may have ultimately contributed to the loss of stable housing.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, Tenant-Based Rental Assistance (TBRA), and affordable and permanent supportive rental housing:

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

The increased number within the qualifying populations, lack of funding, and the availability of staff to provide the needed specialized service is among some of the gaps identified by service providers. Other gaps include shelter, housing inventory, and service delivery systems include: non-congregate shelter for families; sufficient case management to quickly resolve the household's homelessness; staffing to allow for a reasonable caseload; non-congregate shelter beds for single adults, and permanent supportive housing.

As noted above, the primary gap in the shelter and housing inventory is the availability of beds and units for adults with no children present. There is a need for more beds for this population. There is a shortage of affordable housing in the HOME Consortium service area which is not unique to most areas of the country. The availability of affordable housing units does not meet the needs of the qualifying population. There is a need for quality affordable housing units of multiple sizes in all neighborhoods. Housing inventory gaps include affordable 1-bedroom and 2-bedroom units. Vacancy rates of rental housing are extremely low and underscores the importance of creating and preserving affordable rental housing that can address the housing needs of the most vulnerable. Wages haven't kept pace with cost of living increases and rising house prices. All of these things have contributed to higher rates of homeless recidivism with the lack of effective case management and follow-up preventing a successful and sustainable outcome.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice:

The members of the HOME Consortium do plan to formally adopt a definition of "other populations" the Consortium and its members will focus its HOME-ARP activities to address 1) the development and support of affordable housing; 2) tenant based rental assistance; 3) supportive services-including service listed in 401 (29) of the McKinney-Vento Homeless Assistance Act, homeless prevention services, and housing counseling services; 4) Non-Aggregate housing.

Identify priority needs for qualifying populations:

- the development and support of affordable housing
- supportive services-including service listed in 401 (29) of the McKinney-Vento Homeless Assistance Act, homeless prevention services, and housing counseling services
- tenant based rental assistance

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined: The level of need and gaps within the HOME Consortium Service Area were assessed from direct comments from public service providers, feedback from community stakeholders, input from the primary needs survey, and the evaluation of available homeless data.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:

Each member of the Cabarrus-Iredell-Rowan County HOME Consortium will administer their respective HOME-ARP program directly with the lead entity, the City of Concord, providing administrative, oversight, and compliance support. Our HOME-ARP activities will be governed by the attached HOME-ARP Policy and Procedure Manual. Once the HOME Consortium has received the full HOME-ARP grant award from HUD (and HOME-ARP agreements executed), the members of the HOME Consortium will conduct a Request for Proposals for a specified period of time to make it a more competitive process in awarding these funds. During that time any organization, developer, subrecipient, or Community Housing Development Organization (CHDO) will be eligible to apply. At the close of the application period, all applications received will be reviewed for completeness, eligibility, and their ability to deliver on the priority needs identified within their respective plan. Each applicant will also be reviewed for their ability to carry out the project meeting all eligibility criteria.

Award(s) will be made based on the applicant's project scope as it pertains to the outlined priority needs in this plan as well as the applicant's familiarity with utilizing federal funding and ability to comply with all federal and local requirements.

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

The City of Concord, lead entity for the Cabarrus-Iredell-Rowan County HOME Consortium, will provide management, administration, oversight, and compliance on behalf of the HOME-ARP program for the consortium. The City provided a community stakeholder survey and public hearing and information video to assist the data collection, data analysis, stakeholder outreach, allocation plan development, and submission to HUD. No portion of administrative funds was provided to a subcontractor prior to HUD's acceptance of the HOME-ARP allocation plan.

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. Each member of the Consortium's activity type, planned use of funds, and administration funding:

Rowan County

- Create and Develop Non-Congregate Housing -554,109
- Tenant Based Rental Assistance and Support Services -184,703
- General Program Administration -58,670

Mooresville

- Development and Support of Affordable Housing \$479,130
- General Program Administration \$38,049

Salisbury

- Acquisition and Development of Non-Congregate Housing \$487,247
- Program Administration 33, 693
- Fair Housing Activities \$5000

Cabarrus County

- Acquisition and Development of Non-Congregate Housing \$578,00.40
- Program Administration \$45,900.17

Kannapolis

- Acquisition and Development of Non-Congregate Housing \$561,907.11
- Program Administration \$44,622.17

Statesville

- Development and Support of Affordable Housing \$474,693.92
- Program Administration \$37,695.92

Concord

- Development and Support of Affordable Housing \$736,697.79
- Program Administration \$58,502 (lead entity \$393,718.14)

TOTAL \$4,772,338

Additional narrative, if applicable:

n/a

Describe how the characteristics of the shelter and housing inventory, service delivery system, and needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The community needs and gap analysis showed that there is a gap in our homelessness response system for supportive services, permanent housing and non-congregate emergency shelters facilities. The Consortium has identified activities that will hopefully assist individuals and families of the most vulnerable qualified populations. Feedback shows that there is a need to strengthen our respective community emergency response system. The connection for those experiencing homelessness or at risk of homelessness need access to housing quickly with opportunities to move from homeless to housed permanently. Continued development of effective supportive services can help address these needs directly.

One of the major gaps in the HOME Consortium service area is the limited homeless inventory and available affordable housing. Households experiencing a housing crisis or fleeing an unsafe situation need to find a place to stay quickly. Creation and access affordable housing and emergency housing options represent the current gap in the current system. Emergency shelter and bridge housing can help to fill this gap and strengthen the crisis response system. The HOME-ARP funds could possibly provide an opportunity to assist households with temporary supportive housing through the acquisition and development of non-congregate shelters. These shelters will not only help those experiencing homelessness, but they will also assist families or individuals who are fleeing, or attempting to flee, domestic violence and sexual assault.

Many of the individuals and families who receive assistance to mitigate homelessness or to flee violent circumstances require all-encompassing services that are population specific with their housing because of the compounding and complex challenges they face. HOME Consortium members will be assisting in the creation of more affordable housing for the 50% and below population.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The City of Concord plans to produce at least 46 units with the possibility of more and Cabarrus County and Kannapolis plan to produce 25-35 units with other members pursuing opportunities to acquire and develop non-congregate housing.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:

Concord HOME-ARP funds will be only a portion of the total funds Concord will contribute to the reconstruction of the existing Public Housing units once the RAD conversion is completed. Overall, the goal for the area is to increase from the current 46 units to 110 units which is the number allowed by current zoning for the parcel.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- ☑ Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- ☑ PJs are not required to describe specific projects to which the preferences will apply.

The Cabarrus-Iredell-Rowan HOME Consortium will not provide preferences to any population or subpopulation.

HOME-ARP Refinancing Guidelines

The HOME Consortium members does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing



Staff Report

City Council

DATE: April 14, 2022
CASE: TA-04-22 Text Amendment-
Tattoo Parlor & Body Piercing Distance Separations
PREPARED BY: Brad Lagano, Senior Planner

BACKGROUND:

Staff recently received an inquiry from a citizen desiring to open a tattoo parlor in a C-2 (General Commercial) zoning district. This district does allow tattoo parlors by right, but includes the supplemental regulation that tattoo parlors shall be separated by at least three hundred (300) feet from any existing residential use, religious institutional use, day care use, public park, or school elementary, middle, or senior high. The building for the proposed tattoo parlor is approximately 140' from an existing apartment building thereby preventing the tattoo parlor from meeting the required distance separation. Thus, the use cannot be permitted under the current zoning ordinance. The citizen reached out to City Council and requested that the City revisit the regulations related to tattoo parlors. In response to a Council initiated request to evaluate tattoo parlor regulations, staff has prepared amendments to CDO Articles 8 "Use Regulations" and 14 "Definitions" relative to tattoo parlors. As tattoo parlors and piercing parlors are separate uses but grouped within the Use Table, alterations to the supplemental regulations for piercing parlors have also been amended for consistency.

Staff reviewed zoning regulations within the Charlotte, Kannapolis, High Point, Greenville, Asheville, and Wilmington ordinances. These cities were chosen based on either proximity to Concord or similar population size. All treat tattoo parlors and body piercing establishments as by right uses within commercial districts with the exception of Kannapolis which requires a Special Use Permit (SUP). Charlotte requires a distance separation between tattoo parlors and body piercing establishments of four hundred (400) feet. None of the ordinances investigated require a tattoo parlor or body piercing business to be separated a minimum distance from any other specific uses.

Therefore, in response to the inquiry and in an effort to modernize the Concord Development Ordinance (CDO) and bring it into conformity with other similar jurisdictions as it relates to the zoning treatment of tattoo parlors and body piercing establishments, Staff has proposed potential amendments to Article 8 Use Regulations, Sections 8.1.8 (Use Table), 8.3.5(K) and 8.3.5(M) under Commercial Uses in the following manner:

1. Add the section letter "M" to the Use Table standards column to specifically reference the supplemental conditions for Body Piercing establishments under Section 8.3.5(M).

2. Remove the distance separation provision requiring a tattoo parlor establishment to be located a minimum of three hundred (300) feet from any existing residential use, religious institutional use, day care use, public park, or school elementary, middle, or senior high.
3. Remove the distance separation provision requiring a body piercing establishment to be located a minimum of three hundred (300) feet from any existing residential use, religious institutional use, day care use, public park, or school elementary, middle, or senior high.
4. Remove signage supplemental condition for body piercing parlors as it is already regulated under Article 12 Sign Regulations.
5. Add a distance separation provision requiring a minimum of three hundred (300) feet between tattoo parlors.
6. Add a distance separation provision requiring a minimum of three hundred (300) feet between body piercing establishments.

In addition, Staff has suggested amending Article 14 (Definitions) in the following manner:

1. Add the following definition “Tattoo parlor means any location where tattooing is engaged in or where the business of tattooing is conducted or any part thereof”.

DATE: March 15, 2022

CASE: TA-04-22 Text Amendment – Tattoo Parlor & Body Piercing Distance Separations

PREPARED BY: Brad Lagano, Senior Planner

BACKGROUND

Though tattoo and body piercing acceptance has evolved drastically over the past twenty (20) years, prior generations have tended to carry with them their original preconceptions. Previously, these body alterations were not viewed favorably and associated with the image of an outcast and a form of rebellion. Modern society has transformed and brought tattoo and body piercing culture into the mainstream. Today, these body alterations can be seen on a variety of ages, sexes, cultures, races, and professions.

Staff recently had an inquiry from a citizen desiring to open her second tattoo parlor in a C-2 (General Commercial) zoning district. This district does allow tattoo parlors by right, but includes the supplemental regulation that tattoo parlors shall be separated by at least three hundred (300) feet from any existing residential use, religious institutional use, day care use, public park, or school elementary, middle, or senior high. The existing building for the proposed tattoo parlor is approximately 140’ from an existing apartment building thereby preventing the tattoo parlor from meeting the required distance separation.

Staff reviewed existing zoning regulations within the Charlotte, Kannapolis, High Point, Greenville, Asheville, and Wilmington ordinances. These cities were chosen based on either proximity to Concord or similar population size. All treat tattoo parlors and body piercing establishments as by right uses within commercial districts with the exception of Kannapolis which requires a Special Use Permit (SUP). Charlotte requires a distance separation between tattoo parlors and body piercing establishments of four hundred (400) feet. None of the ordinances investigated require a tattoo parlor or body piercing business to be separated a minimum distance from any other specific uses.

Therefore, in the effort to modernize the Concord Development Ordinance (CDO) and bring it into conformity with other similar jurisdictions as it relates to the zoning treatment of tattoo parlors and body piercing establishments, Staff is seeking to amend Article 8 Use Regulations, Sections 8.1.8 (Use Table), 8.3.5(K) and 8.3.5(M) under Commercial Uses in the following manner:

1. Add the section letter “M” to the Use Table standards column to specifically reference the supplemental conditions for Body Piercing establishments under Section 8.3.5(M).
2. Remove the distance separation provision requiring a tattoo parlor establishment to be located a minimum of three hundred (300) feet from any existing residential use,

- religious institutional use, day care use, public park, or school elementary, middle, or senior high.
3. Remove the distance separation provision requiring a body piercing establishment to be located a minimum of three hundred (300) feet from any existing residential use, religious institutional use, day care use, public park, or school elementary, middle, or senior high.
 4. Remove signage supplemental condition for body piercing parlors as it is already regulated under Article 12 Sign Regulations.
 5. Add a distance separation provision requiring a minimum of three hundred (300) feet between tattoo parlors.
 6. Add a distance separation provision requiring a minimum of three hundred (300) feet between body piercing establishments.

In addition, Staff is seeking to amend Article 14 (Definitions) in the following manner:

1. Add the definition “Tattoo parlor means any location where tattooing is engaged in or where the business of tattooing is conducted or any part thereof”.

A redlined version of Articles 8 and 14 are provided in addition to the details included in the staff report.

Article 8

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards
		AG	RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2	
	Grocery/Food Store									P	P	P	P			
	Fortuneteller, Divination, Palmistry												S			
	Funeral Home								P	P		P	P	P		
	Internet/Electronic Gaming									PS		PS	PS			8.3.5.L
	Laundromat (self service)									P	S	P	P			
	Lawn and Garden Supply, Nursery with Outdoor Storage	P											PS	PS		8.3.5.J
	Lawn and Garden Supply without Outdoor Storage										P	P	P	P		
	Massage Therapist								P	P	P	P	P	P		
	Pawnshop										S	S	P			
	Photofinishing Laboratory												P	P	P	
	Printing and Related Support Activities												P	P	P	
	Shopping Centers, less than 25,000 sq. ft.									P	P	P	P			
	Shopping Centers, greater than 25,000 sq. ft.												P			
	Sign or Banner Shop with outdoor storage													P	P	
	Sign or Banner shop without outdoor storage										P	P	P	P		
	Swimming Pool, Hot Tub Sales and Service												P	P		
	Tattoo Parlor, Body Piercing												PS			8.3.5.K And 8.3.5.M
	Taxidermist												P			
	Weight Loss Centers								P	P	P	P	P			
Self Service Storage	Self-service storage, including mini-warehouses													PS	PS	8.3.6.E
Vehicle Sales and Service	Automobile Towing and Wrecker Service, Vehicle Storage Lot													PS	PS	8.3.6.H

Article 8

K. TATTOO PARLOR

1. SEPARATION

Tattoo parlors shall be separated by at least three hundred (300) feet from any existing ~~residential use, religious institution use, day care use, public park, or school (elementary, middle, or senior high)~~ tattoo parlor. Distance ~~between~~ to residences, religious uses, day cares or schools tattoo parlors shall be measured radially from the building wall of the establishment to the building wall of the referenced use at their closest points.

L. INTERNET/ELECTRONIC GAMING

1. PERMITTED ZONING DISTRICT

Internet/electronic gaming shall be permitted only in the B-1 (Neighborhood Commercial/Office) District and the C-1 (Light Commercial and Office) Districts as accessory uses and the C-2 (General Commercial District) as either a principal or accessory use, subject to the following requirements.

2. ACCESSORY USE

Internet/electronic gaming is allowed as an accessory use to the extent that the use functions are a use accessory, incidental, and subordinate in area, extent, and purpose to the principal use of the premises. Such accessory uses are allowed in convenience stores and restaurants. Accessory uses shall be limited to no more than four (4) individual machines or terminals. Within the B-1 and C-1 zoning districts, internet/electronic gaming is permitted as an accessory use only, and only provided that the associated principal use is permitted within the zoning district.

3. SEPARATION FROM CERTAIN USES

Internet/electronic gaming shall not be located within 200 feet in any direction from other internet/electronic gaming, or from any cemetery, congregate care facility, religious institution, municipal government facilities, including but not limited to municipal public parks, public or private child care center or child care facility, public or private school or non-profit club. This required separation shall apply whether the above uses are principal or accessory uses.

4. MAJOR GATEWAY SETBACKS

Internet/electronic gaming shall maintain a two hundred (200) foot setback along the gateway corridors listed below. The setback shall be measured perpendicular to the existing road right-of-way and shall extend one mile from the city limit line. For the purposes of this section, a major gateway is identified as an entry way into the City limits along any of the following transportation corridors: NC-3, NC-73, NC-49, Concord Parkway, US 601, Poplar Tent Road, George W. Liles Parkway, and Christenbury Parkway.

5. MEASUREMENT

Article 8

M. BODY PIERCING

1. SEPARATION

Body piercing establishments shall be separated by at least three hundred (300) feet from any existing ~~residential use, religious institution use, day care use, public park, or school (elementary, middle, or senior high)~~ body piercing establishment. Distances ~~to residences, religious uses, day cares or schools~~ between body piercing establishments shall be measured radially from the building wall of the ~~tattoo parlor~~ establishment to the building wall of the referenced use at the closest point.

~~2. SIGNAGE~~

~~All signage to comply with Article 12, Signs Regulations.~~

N. BANQUET HOME

1. LOCATION

Banquet Homes shall only be established in accordance with the Use Table, subject to the following location limitations:

- A. On a parcel with frontage on a major or minor thoroughfare;
- B. On a parcel or combination of parcels in common ownership totaling no less than two (2) acres.

2. STRUCTURE

A residential structure which shall be used for a banquet home shall not be altered in any way that changes its general residential appearance.

3. APPROVAL CRITERIA

- A. All required off-street parking shall be provided in the rear yard and shall be located in such a manner as to not be visible from the public right-of-way. For minimum off-street parking requirements see § 10.3.
- B. Other than event guests, no meals shall be served to the general public.
- C. A Class “C” buffer shall be required adjacent to all residentially zoned or developed properties. For additional landscaping and buffering requirements, see Article 11.
- D. Lighting. All outdoor lights must be shielded to direct light and glare only onto the facility’s premises and may be of sufficient intensity to discourage vandalism and theft. Lighting and glare shall be deflected, shaded and focused away from any adjoining residential property. A lighting plan illustrating compliance with these requirements shall be submitted as part of the special use permit application.
- E. Signage. Signs for banquet homes shall meet the requirements of the Sign Regulations, Article 12, and the supplemental requirements set forth below.

Article 14

or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.

3. Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

4.

SUPERSTORE - A retail structure or group of structures have a total of in excess of twenty-five thousand (25,000) square feet of Gross Floor Area.

SURFACE, IMPERVIOUS - See Impervious Surface.

SURVEYOR - A land surveyor registered by the State of North Carolina.

SWALE - An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales direct storm water flows into primary drainage channels and allow some of the storm water to infiltrate into the ground surface.

SWIMMING POOL, PRIVATE - A pool established or maintained on any premises by an individual for use by his/her family or guests of his/her household.

SWINE FARM - A tract of land devoted to raising 250 or more animals of the porcine species. (Source: NCGS § 106-802, Swine Farm Siting Act)

SWINE HOUSE - A building that shelters porcine animals on a continuous basis. (Source: NCGS § 106-802, Swine Farm Siting Act)

TATTOO PARLOR - Any location where tattooing is engaged in or where the business of tattooing is conducted or any part thereof.

TECHNICAL BULLETIN AND TECHNICAL FACT SHEET - A FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide

ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF CONCORD, NORTH CAROLINA

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

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951, may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute 160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951 does hereby recognize a need to amend the text of certain articles of the City of Concord Development Ordinance.

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

SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations", Section 8.1.8. "Use Table", be amended in relevant part:

		AG	RESIDENTIAL						COMMERCIAL				IND			
USE CATEGORY	SPECIFIC USE	AG	RE	RL	RM-1	RM-2	RV	RC	O-1	B-1	CC	C-1	C-2	I-1	I-2	Standards
	Tattoo Parlor, Body Piercing												PS			8.3.5.K And 8.3.5-M

SECTION 2: That Section 8.3.5.K. be amended to read as follows:

K. TATOO PARLOR

1. SEPARATION

Tattoo parlors shall be separated by at least three hundred (300) feet from any existing tattoo parlor. Distance between tattoo parlors shall be measured radially from the building wall of the establishment to the building wall of the referenced use at their closest points.

SECTION 3: That Section 8.3.5.M be amended to read as follows:

M. BODY PIERCING

1. SEPARATION

Body piercing establishments shall be separated by at least three hundred (300) feet from any existing body piercing establishment. Distance between body piercing establishments shall be measured radially from the building wall of the establishment to the building wall of the referenced use at the closest point.

SECTION 4: That Section 12.1.2 be amended to include the following definition:

TATTOO PARLOR - Any location where tattooing is engaged in or where the business of tattooing is conducted or any part thereof.

SECTION 5: That this Ordinance be effective immediately upon adoption.

Adopted in this April 14th, 2022.

CITY COUNCIL

CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



March 24, 2022

LJ Weslowski
Transit Manager
Concord Kannapolis Area Transit
3600 South Ridge Ave
Concord, NC 28025

Dear LJ,

Thank You for your interest in purchasing SIX (6) 35' Gillig BRT Low Floor BAE Hybrid bus utilizing options off the Piedmont, NC contract with GILLIG. I prepared the following price quote based on your previous specifications. I also included the applicable PPI adjustment per the contract. Please reference the price summary dated March 24, 2022, for complete details.

Gillig is pleased to quote the following:

(6) 35' BRT LOW FLOOR BAE HYBRID

\$819,218.00 Each

Pricing valid for Thirty (30) days and is FOB Concord, NC. Prices exclude any taxes and license fees. Delivery will be within 54 weeks after receipt of purchase order.

We thank you very much for this opportunity and appreciate your continued support. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Butch Sibley
Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

**CAPITAL PROJECT ORDINANCE AMENDMENT
Affordable Housing Fund**

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

SECTION 1. The project authorized is Affordable Housing.

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				
3700-5811082	Future Projects	\$1,789,850	\$789,850	(\$1,000,000)
3700-5475100				
3700-5475100	We Build	\$300,000	\$1,300,000	\$1,000,000
Total				<u>\$0</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 14th day April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA
DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL
GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

WHEREAS, the City Council (the “*City Council*”) of the City of Concord, North Carolina (the “*City*”) is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amount:

\$60,000,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Clerk is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the City.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Read, approved and adopted this 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

STATE OF NORTH CAROLINA)
)
CITY OF CONCORD) SS:

I, Kim J. Deason, City Clerk of the City of Concord, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS”** adopted by the City Council of the City of Concord, North Carolina in regular session convened on the 14th day of April, 2022, as recorded in the minutes of the City Council of the City of Concord, North Carolina.

WITNESS my hand and the seal of the City of Concord, North Carolina, this the ____ day of _____, 2022.

(SEAL)

City Clerk
City of Concord, North Carolina

**NOTICE OF INTENTION TO APPLY TO THE
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

NOTICE IS HEREBY GIVEN of intention of the City of Concord, North Carolina to file application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the City of Concord, North Carolina which shall be for the following purposes and in the following maximum amount:

\$60,000,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities.

Any citizen or taxpayer of the City of Concord, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Secretary, and with the City Council of the City of Concord, North Carolina, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

CITY OF CONCORD, NORTH CAROLINA

/s/ Kim J. Deason

City Clerk

City of Concord, North Carolina

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA
MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND
AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**

WHEREAS, the City Council (the “*City Council*”) of the City of Concord, North Carolina (the “*City*”) is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amount:

\$60,000,000 of bonds to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities.

WHEREAS, certain findings of fact by the City Council must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 the North Carolina General Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 14th day of April, 2022, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

C. ***Past Debt Management Procedures and Policies.*** The City’s debt management procedures and policies are good and have been carried out in compliance with law. The City employs a Finance Officer to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The City’s budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Finance Officer presents financial information to the City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. ***Increase in Taxes; Retirement of Debt.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the adoption of the bond order.

F. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager and the Finance Officer of the City, individually and collectively, to file with the Local Government Commission an application for its approval of General Obligation Parks and Recreation Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the City's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the City and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation Parks and Recreation Bonds and to the City and its financial condition, as may be required by said Commission.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Read, approved and adopted this 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

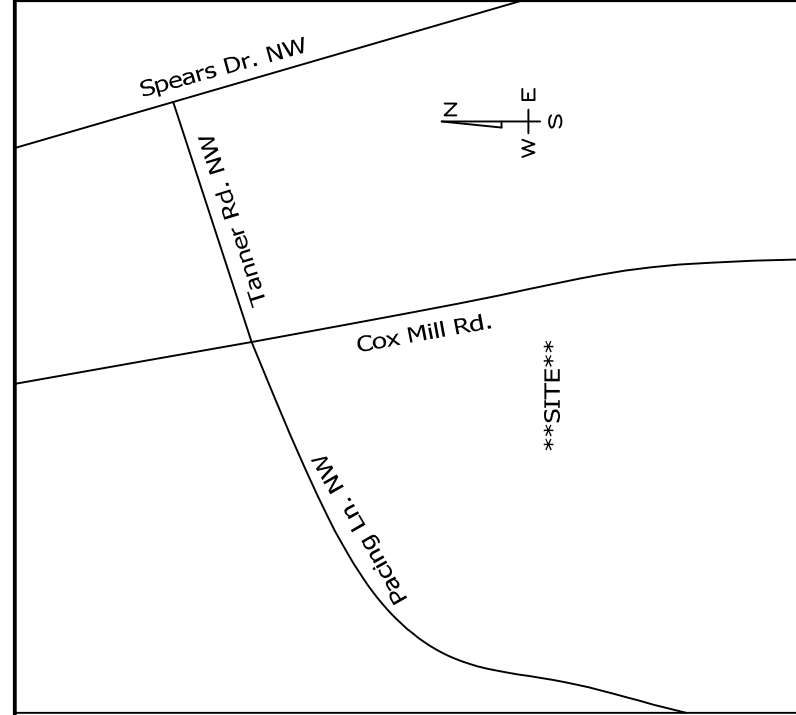
STATE OF NORTH CAROLINA)
)
CITY OF CONCORD) SS:

I, Kim J. Deason, City Clerk of the City of Concord, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled **“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION”** adopted by the City Council of the City of Concord, North Carolina in regular session convened on the 14th day of April, 2022, as recorded in the minutes of the City Council of the City of Concord, North Carolina.

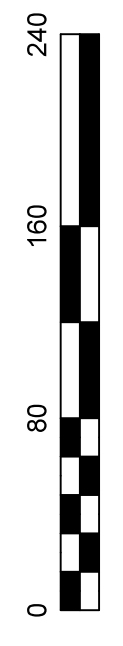
WITNESS my hand and the seal of the City of Concord, North Carolina, this the ____ day of _____, 2022.

(SEAL)

City Clerk
City of Concord, North Carolina



Total Area:
292,730.21 Sq. Ft.
6.720 Acres



Survey For:

City of Concord	
DRAWN BY: SMS	CHECKED BY: WMJ
SCALE: 1"=80'	
DEED REF: 10662-323	PIN NO: 4680-40-3406
DATE OF MAP: 11-04-21	SURVEY DATE: 10-28-21
REVISION:	DRAWING FILE: 20211018
NO. 2 TOWNSHIP --- CABARRUS COUNTY --- NORTH CAROLINA	

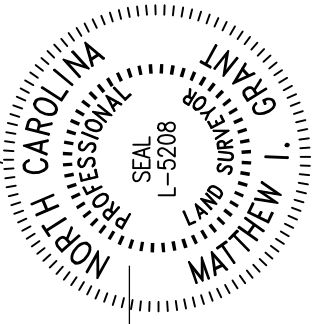
JORDAN GRANT
ENGINEERING • SURVEYING • PLANNING
JORDAN GRANT & ASSOCIATES, PLLC
P.O. BOX 151 * STATESVILLE, NC 28687
Matt.Grant@jordan-grant.com (704) 928-7919
FIRM # P-1227

ZONING:
PROPERTY IS ZONED: LDR - CABARRUS COUNTY ZONING JURISDICTION.
PROPERTY IS SUBJECT TO A 50' FRONT YARD (FY), 30' REAR YARD (RY), & 20' SIDE YARD (SY) - MINIMUM BUILDING SETBACK LINE PER CABARRUS COUNTY ZONING ORDINANCE.

I, MATTHEW I. GRANT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN DEED BOOK 10662, PAGE 323. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1:110,000 AND THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

CLASS OF SURVEY: CLASS A
POSITIONAL ACCURACY: 0.01'
TYPE OF GPS FIELD PROCEDURE: RTK
DATES OF SURVEY: 10-28-21
DATUM/EPOCH: NAD83(2011)
PUBLISHED/FIXED CONTROL USE: VRS
GEOID MODEL: 2012B
COMBINED GRID FACTOR: 0.99986997
UNITS: US SURVEY FEET
I FURTHER CERTIFY THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

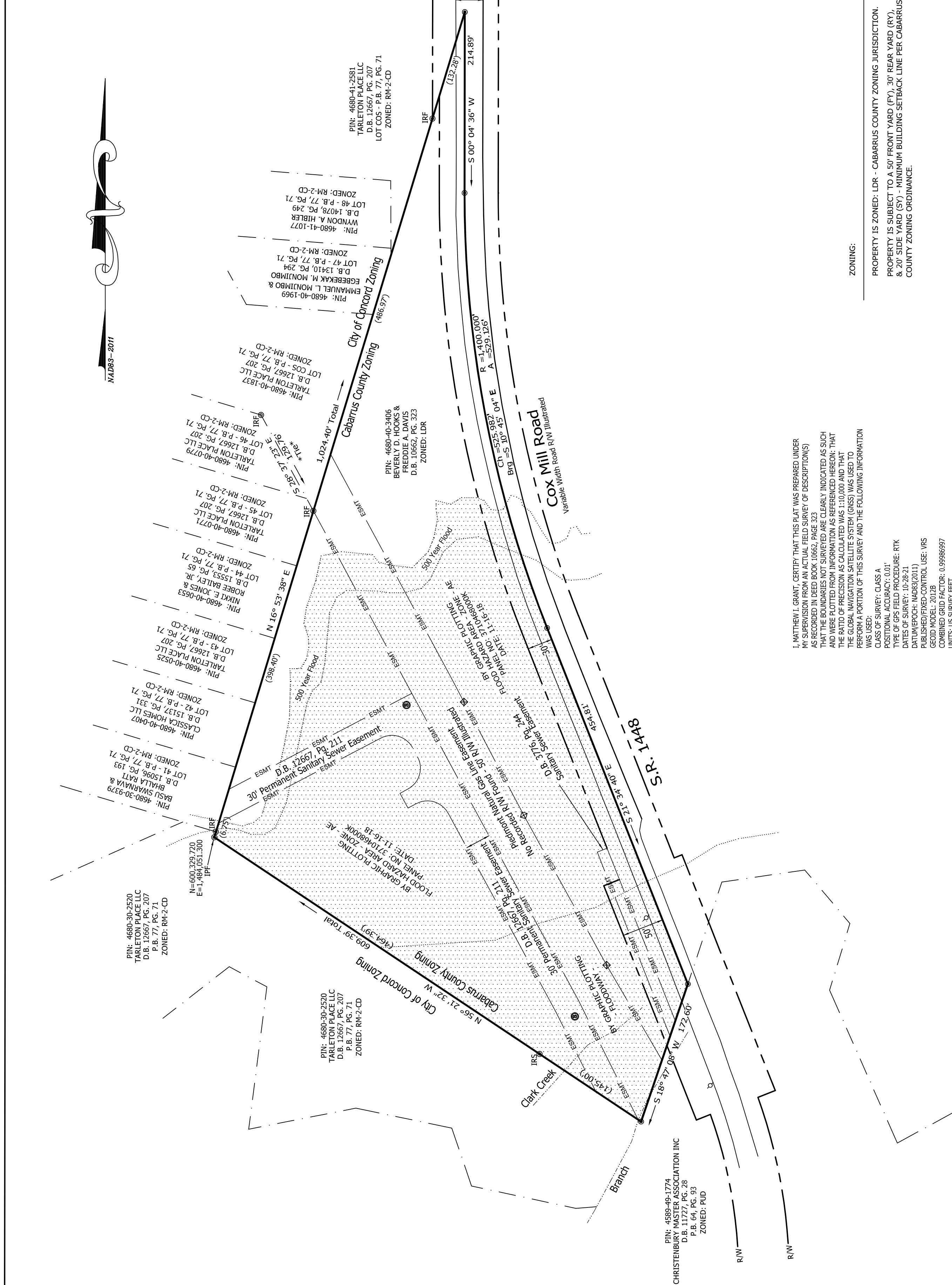
THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITHOUT MY HAND AND SEAL THIS 4th DAY OF NOVEMBER, 2021.



PROFESSIONAL LAND SURVEYOR L-5208
MATTHEW I. GRANT

NOTES:
PROPERTY SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
PROPERTY SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD AND THOSE NOT OF RECORD, IF ANY EXIST.
AREA BY COORDINATE COMPUTATION.
PROPERTY MAY BE SUBJECT TO GOVERNMENTAL ORDINANCES, ZONING AND OTHER REGULATIONS CONCERNING THE DIVISION AND DEVELOPMENT OF REAL ESTATE.
NO SUBTERRANEAN SURVEY PERFORMED AT THIS SITE.

- LEGEND:
- IPF - IRON PIPE FOUND
 - IRF - IRON REBAR FOUND
 - IRS - IRON REBAR SET
 - RIC - READING IN CONCRETE
 - R/W - RIGHT OF WAY
 - ⊕ - GAS LINE R/W MARKER
 - ⊙ - WELL
 - ⊙ - POWER POLE
 - ⊙ - COMPUTED POINT



AGREEMENT FOR PURCHASE AND SALE OF LAND

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 Betty Jo Denny (an unmarried woman), Freddie A. Davis (widow), and Beverly D. Hooks and husband, William C. Hooks ("Seller"). (individual or State of formation and type of 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": (Address) 1800 Cox Mill Road, Concord, NC 28025

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, Cabarrus County, consisting of 6.720 Acres, more ore less.

EXHIBIT A is attached.

For information purposes ONLY: (i) the tax parcel number of the Property is: 4680-40-3406; and, (ii) some or all of the Property, consisting of approximately 6.720 Acres and is described in Deed Book 10662, Page No. 323, Cabarrus County), together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 110,000.00 (b) "Purchase Price"

\$ _____ (i) "Earnest Money" The Earnest Money shall be deposited in escrow with N/A (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. IF ANY MONIES HELD IN AN INTEREST EARNING ACCOUNT, ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS

\$ _____ (ii) Cash, balance of Purchase Price, at Closing.

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____, TIME IS OF THE ESSENCE.

(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 5:00pm (based upon time at the locale of the Property) on _____. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean:

_____, ("Listing Agency"), _____ ("Listing Agent" License # _____)

Acting as: Seller's Agent; Dual Agent

and _____ ("Selling Agency"),

Acting as: Buyer's Agent; Seller's (Sub)Agent; Dual Agent

(g) **“Seller’s Notice Address”** shall be as follows:
616 Jasmine Ln SW, Sunset Beach, NC 28468 e-mail address: bdhooks@gmail.com

(h) **“Buyer’s Notice Address”** shall be as follows:
35 Cabarrus Avenue West, Concord, NC 28025; e-mail address: kolczynv@concordnc.gov

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 (by calendar year), 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), 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.

Deferred/Rollback Taxes: Buyer intends to continue does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property. ***If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, then the Seller shall be responsible for payment of any deferred/rollback taxes applicable to the Property.***

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, 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 after the Contract Date without the prior written consent of Buyer.

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) **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.

(b) **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.

(c) **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 investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining 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(c) 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(a) 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 3 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 3. 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) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such 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 such assignment of 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, non-disturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property 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(c) 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 general warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, 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), W-9 Statement and Vendor Information Sheet, 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, with confirmation/receipt) 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 an executory contract when signed by both Buyer and Seller, such signing is communicated to both parties, AND the purchase (or sale) has been approved by the Concord City Council. 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 initial's 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; (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 or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) 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. If it is a requirement by the closing attorney or title insurance company for this transaction, a Right of First Refusal Letter, verification of payment in full of delinquent association dues, a dismissal (of any pending lawsuit involving the property), or a resolution authorizing the sale of the property to the Buyer, will be the responsibility of the Seller.

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 NOT assignable.

Section 19. Tax-Deferred Exchange: In the event Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, then the Buyer agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for any and 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. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement, pending approval by the Concord City Council 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.

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 attorney's fees and court costs incurred in connection with the proceeding.

BUYER:
CITY OF CONCORD,
A North Carolina municipal corporation

ATTEST:

Kim J. Deason, City Clerk

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

(Corporate 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."

Jessica Jones, Finance Director

**SELLER:
Individual**

Betty Jo Denny

Date: _____

Widow

Freddie A. Davis

Date: _____

Married Couple

Beverly D. Hooks

William C. Hooks

Date: _____

WIRE FRAUD WARNING AND DISCLOSURE

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 expect a call the closing agent’s office & the City of Concord Finance Department 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. _____(Initials and Date)

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.

_____ (Initial) **IF you refuse to verify this information to the City of Concord Finance Department when contacted, your funds will be released to you via check within 1 (ONE) week of the recordation of the documents.**

SELLER:

Individual

Betty Jo Denny

Date: _____

Widow

Freddie A. Davis

Date: _____

Married Couple

Beverly D. Hooks

William C. Hooks

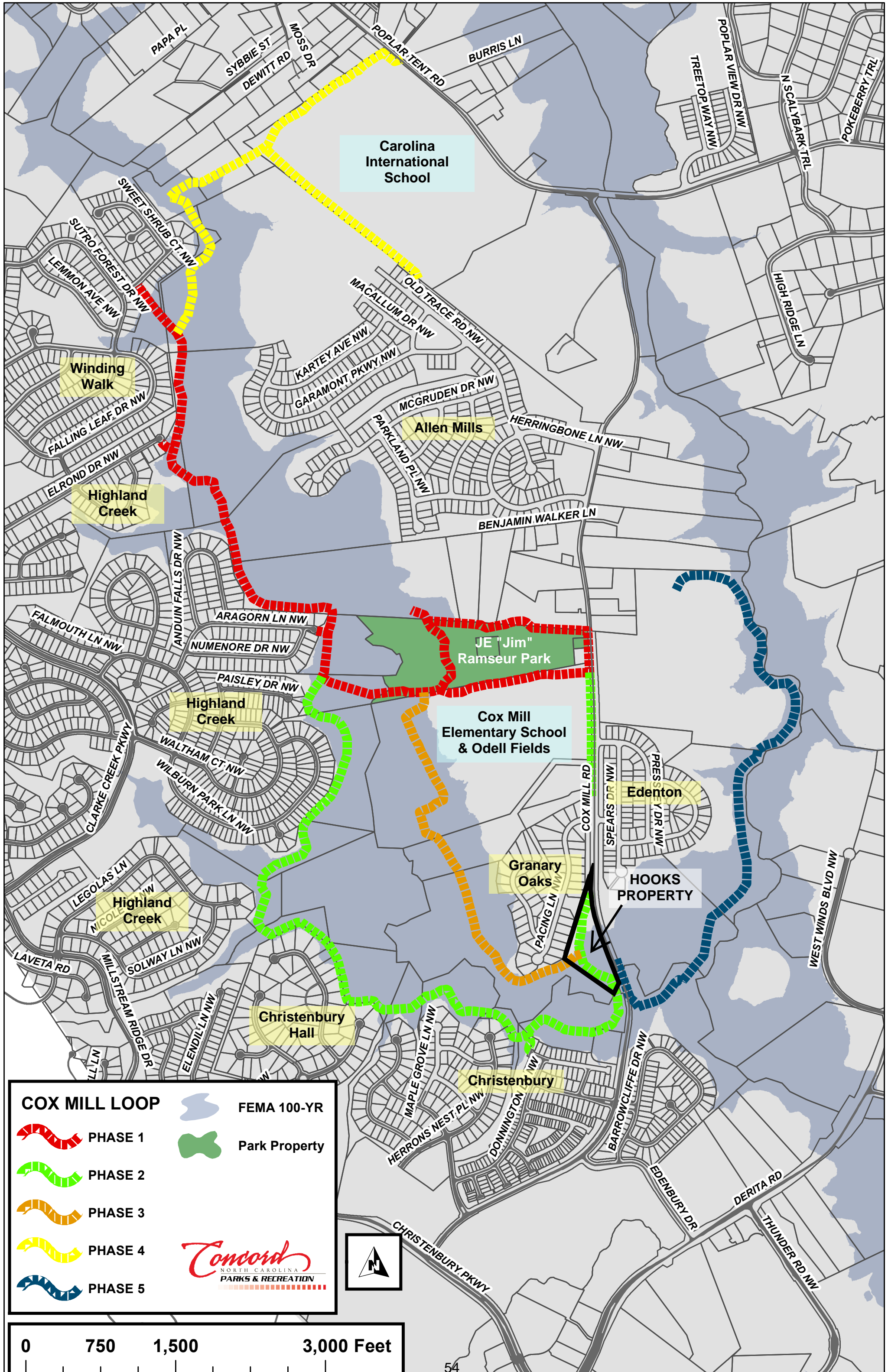
Date: _____

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: _____



Carolina International School

Winding Walk

Highland Creek

Allen Mills

Highland Creek

Cox Mill Elementary School & Odell Fields

JE "Jim" Ramseur Park

Edenton






Granary Oaks



HOOKS PROPERTY


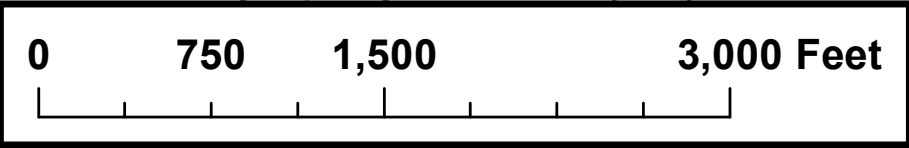
Christenbury Hall

Christenbury

COX MILL LOOP

-  PHASE 1
-  PHASE 2
-  PHASE 3
-  PHASE 4
-  PHASE 5

-  FEMA 100-YR
-  Park Property

PARKS & CAPITAL RESERVE FUND ORDINANCE
 AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$2,275,965	\$2,395,077	\$119,112
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$489,717	\$370,605	\$(119,112)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of April, 2022.

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

 William C. Dusch, Mayor

ATTEST: _____

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Clarke Creek Greenway**

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

SECTION 1. The projects authorized are the projects included for Clarke Creek Greenway.

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
420-4501280				
420-4501280	Transfer from P&R Reserve	\$2,498,821	\$2,617,933	\$119,112
				<u>\$119,112</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811102				
8300-5811102	Clarke Creek Greenway	\$323,520	\$442,632	\$119,112
Total				<u>\$119,112</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 14th day April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

BID TABULATION
 NORTH APRON EXPANSION
 CONCORD-PADESETT REGIONAL AIRPORT
 Wednesday, March 30, 2022

ITEM NO.	SPEC	BASE BID DESCRIPTION	QTY	UNIT	J.D. Goodrum Co, Inc. Cornelius, NC License # 18284		Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE	
					UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (COCP)	1	LS	\$151,500.00	\$151,500.00	\$105,000.00	\$105,000.00	\$471,002.00	\$471,002.00	\$350,000.00	\$350,000.00
2	C-102	TEMPORARY SEEDING AND MULCHING	3	AC	\$727.20	\$2,181.60	\$660.00	\$1,980.00	\$690.00	\$2,070.00	\$1,000.00	\$3,000.00
3	C-102	TEMPORARY INLET PROTECTION	8	EA	\$969.60	\$7,756.80	\$1,375.00	\$11,000.00	\$950.00	\$7,600.00	\$500.00	\$4,000.00
4	C-102	TEMPORARY DOUBLE ROW SILT FENCE	100	LF	\$12.12	\$1,212.00	\$11.00	\$1,100.00	\$11.75	\$1,175.00	\$8.00	\$800.00
5	C-102	TEMPORARY DIVERSION DITCH	500	LF	\$4.55	\$2,275.00	\$9.00	\$4,500.00	\$7.50	\$3,750.00	\$10.00	\$5,000.00
6	C-102	TEMPORARY GRAVEL FILTER BERM	1	EA	\$969.60	\$969.60	\$1,925.00	\$1,925.00	\$3,250.00	\$3,250.00	\$3,000.00	\$3,000.00
7	C-102	TEMPORARY ROCK CHECK DAM	12	EA	\$969.60	\$11,635.20	\$1,375.00	\$16,500.00	\$950.00	\$11,400.00	\$800.00	\$9,600.00
8	C-102	TEMPORARY 18" SLOPE DRAIN	260	LF	\$41.43	\$10,771.80	\$42.00	\$10,920.00	\$40.00	\$10,400.00	\$30.00	\$7,800.00
9	C-102	EXCELSIOR MATTING	7,000	SY	\$2.55	\$17,850.00	\$2.30	\$16,100.00	\$2.65	\$18,550.00	\$4.00	\$28,000.00
10	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$3,636.00	\$3,636.00	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
11	C-102	CONVERT TEMPORARY SEDIMENT BASIN 1 TO SAND FILTER	1	EA	\$46,200.76	\$46,200.76	\$55,000.00	\$55,000.00	\$126,000.00	\$126,000.00	\$30,000.00	\$30,000.00
12	C-105	MOBILIZATION	1	LS	\$225,233.23	\$225,233.23	\$175,000.00	\$175,000.00	\$391,025.00	\$391,025.00	\$285,500.00	\$285,500.00
13	PSP-34	EROSION CONTROL MAINTENANCE/REMOVAL	1	LS	\$15,756.00	\$15,756.00	\$27,500.00	\$27,500.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
14	PSP-35	SURVEY	1	LS	\$13,938.00	\$13,938.00	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00
15	P-101	COLD MILLING	225	SY	\$26.66	\$5,998.50	\$40.00	\$9,000.00	\$30.00	\$6,750.00	\$20.00	\$4,500.00
16	P-101	REMOVAL OF DRAINAGE PIPE	320	LF	\$22.73	\$7,273.60	\$60.00	\$19,200.00	\$100.00	\$32,000.00	\$30.00	\$9,600.00
17	P-101	REMOVAL OF DRAINAGE STRUCTURE	2	EA	\$787.80	\$1,575.60	\$4,400.00	\$8,800.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
18	P-101	REMOVE EXISTING ASPHALT	100	SY	\$20.60	\$2,060.00	\$40.00	\$4,000.00	\$25.00	\$2,500.00	\$10.00	\$1,000.00
19	P-101	REMOVE EXISTING CONCRETE	25	SY	\$49.89	\$1,247.25	\$40.00	\$1,000.00	\$35.00	\$875.00	\$30.00	\$750.00
20	P-101	REMOVE EXISTING BOULDERS/RIP RAP PILE	225	SY	\$43.50	\$9,787.50	\$75.00	\$16,875.00	\$50.00	\$11,250.00	\$50.00	\$11,250.00
21	P-151	CLEARING AND GRUBBING	0.1	AC	\$12,120.00	\$1,212.00	\$44,000.00	\$4,400.00	\$100,000.00	\$10,000.00	\$10,000.00	\$1,000.00
22	P-152	UNCLASSIFIED EXCAVATION	3,500	CY	\$62.34	\$218,190.00	\$55.00	\$192,500.00	\$23.00	\$80,500.00	\$10.00	\$35,000.00
23	P-152	OFFSITE BORROW	9,000	CY	\$19.03	\$171,270.00	\$29.75	\$267,750.00	\$33.00	\$297,000.00	\$40.00	\$360,000.00
24	P-152	UNSUITABLE EXCAVATION	2,000	CY	\$29.94	\$59,880.00	\$100.00	\$200,000.00	\$80.00	\$160,000.00	\$35.00	\$70,000.00
25	P-156	CEMENT TREATED SUBGRADE	16,500	SY	\$5.89	\$97,185.00	\$5.35	\$88,275.00	\$5.50	\$90,750.00	\$8.00	\$132,000.00
26	P-156	CEMENT	450	TN	\$266.64	\$119,888.00	\$245.00	\$110,250.00	\$255.00	\$114,750.00	\$200.00	\$90,000.00
27	P-304	CEMENT TREATED BASE COURSE	16,500	SY	\$38.66	\$637,860.00	\$35.00	\$577,500.00	\$36.75	\$606,375.00	\$35.00	\$577,500.00
28	P-401	BITUMINOUS CONCRETE SURFACE COURSE	3,800	TN	\$193.82	\$736,896.00	\$170.00	\$646,000.00	\$175.00	\$668,800.00	\$185.00	\$703,000.00
29	P-603	EMULSIFIED ASPHALT TACK COAT	1,700	GAL	\$3.58	\$6,086.00	\$4.00	\$6,800.00	\$7.50	\$12,750.00	\$5.00	\$8,500.00
30	P-620	MARKING	850	SF	\$4.85	\$4,112.50	\$4.50	\$3,825.00	\$4.75	\$4,037.50	\$2.00	\$1,700.00
31	P-620	REFLECTIVE MEDIA	1	LS	\$1,212.00	\$1,212.00	\$1,100.00	\$1,100.00	\$1,175.00	\$1,175.00	\$5,000.00	\$5,000.00
32	P-620	TEMPORARY MARKING	450	SF	\$4.85	\$2,181.60	\$4.50	\$2,025.00	\$4.75	\$2,137.50	\$1.00	\$450.00
33	F-182	CHAIN-LINK FENCE	750	LF	\$46.66	\$34,995.00	\$50.00	\$37,500.00	\$60.00	\$45,000.00	\$35.00	\$26,250.00
34	F-182	TEMPORARY CHAIN-LINK FENCE	1,000	LF	\$15.15	\$15,150.00	\$55.00	\$55,000.00	\$15.50	\$15,500.00	\$30.00	\$30,000.00
35	F-182	24" X 8" DOUBLE SWING VEHICLE GATE	2	EA	\$5,696.40	\$11,392.80	\$4,015.00	\$8,030.00	\$5,500.00	\$11,000.00	\$10,000.00	\$20,000.00
36	F-182	REMOVAL OF EXISTING FENCE	850	LF	\$13.94	\$11,844.50	\$8.25	\$7,012.50	\$8.25	\$7,012.50	\$10.00	\$8,500.00
37	F-182	REMOVAL OF EXISTING GATE	2	EA	\$424.20	\$848.40	\$1,100.00	\$2,200.00	\$375.00	\$750.00	\$3,000.00	\$6,000.00
38	D-701	15" RCP, CLASS IV	702	LF	\$37.64	\$26,423.28	\$77.00	\$54,054.00	\$135.00	\$94,770.00	\$95.00	\$66,690.00
39	D-701	18" RCP, CLASS IV	118	LF	\$63.50	\$7,493.00	\$82.00	\$9,676.00	\$165.00	\$19,470.00	\$135.00	\$15,930.00
40	D-701	24" RCP, CLASS IV	56	LF	\$110.73	\$6,200.88	\$115.00	\$6,440.00	\$270.00	\$15,120.00	\$160.00	\$8,960.00
41	D-701	30" RCP, CLASS IV	120	LF	\$102.45	\$12,294.00	\$145.00	\$17,400.00	\$285.00	\$34,200.00	\$180.00	\$21,600.00
42	D-701	36" RCP, CLASS III	30	LF	\$186.17	\$5,585.10	\$200.00	\$6,000.00	\$405.00	\$12,150.00	\$200.00	\$6,000.00
43	D-701	8" PVC PIPE, SCH. 40	2	LF	\$264.34	\$528.68	\$1,320.00	\$2,640.00	\$330.00	\$660.00	\$100.00	\$200.00
44	D-702	TRENCH DRAIN	30	LF	\$989.80	\$29,694.00	\$2,970.00	\$89,100.00	\$850.00	\$25,500.00	\$500.00	\$15,000.00
45	D-751	DROP INLET	4	EA	\$19,403.37	\$77,613.48	\$4,400.00	\$17,600.00	\$24,750.00	\$99,000.00	\$6,000.00	\$24,000.00
46	D-751	DROP INLET DOUBLE GRATE	1	EA	\$40,136.80	\$40,136.80	\$7,700.00	\$7,700.00	\$44,000.00	\$44,000.00	\$12,000.00	\$12,000.00
47	D-751	MANHOLE	2	EA	\$25,979.42	\$51,958.84	\$16,500.00	\$33,000.00	\$16,000.00	\$32,000.00	\$8,000.00	\$16,000.00
48	D-751	36" HEADWALL	1	EA	\$4,253.89	\$4,253.89	\$7,150.00	\$7,150.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
49	T-901	SEEDING	3	AC	\$3,030.00	\$9,090.00	\$2,750.00	\$8,250.00	\$2,300.00	\$6,900.00	\$2,000.00	\$6,000.00
50	T-908	MULCHING	3	AC	\$383.60	\$1,150.80	\$330.00	\$990.00	\$350.00	\$1,050.00	\$1,500.00	\$4,500.00
51	L-108	CONDUIT TRENCH	1,350	LF	\$0.97	\$1,309.50	\$10.25	\$13,837.50	\$1.00	\$1,350.00	\$3.00	\$4,050.00
52	L-108	#8 AWG, SKV, L-824 CABLE INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	1,200	LF	\$1.82	\$2,184.00	\$2.75	\$3,300.00	\$1.75	\$2,100.00	\$3.00	\$3,600.00
53	L-108	#6, BAR/COUNTERPOISE INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	950	LF	\$1.82	\$1,729.00	\$2.50	\$2,375.00	\$1.75	\$1,662.50	\$3.00	\$2,850.00
54	L-110	INON ENCASED 2" SCHEDULE 40 PVC CONDUIT	700	LF	\$9.70	\$6,790.00	\$12.40	\$8,680.00	\$9.25	\$6,475.00	\$3.00	\$2,100.00
55	L-110	CONCRETE ENCASED ELECTRICAL DUCT BANK, 4-WAY 4-INCH	150	LF	\$181.80	\$27,270.00	\$165.00	\$24,750.00	\$190.00	\$28,500.00	\$100.00	\$15,000.00
56	L-115	ELECTRICAL MANHOLES	2	EA	\$24,240.00	\$48,480.00	\$23,600.00	\$47,200.00	\$23,000.00	\$46,000.00	\$12,000.00	\$24,000.00
57	L-125	L-937(TL) BASE MOUNTED MEDIUM INTENSITY TAXIWAY EDGE LIGHT	12	EA	\$2,757.93	\$33,095.16	\$2,300.00	\$27,600.00	\$2,550.00	\$31,800.00	\$1,400.00	\$16,800.00
58	L-125	L-938(TL) AIRFIELD GUIDANCE SIGN (3-4 CHARACTER)	3	EA	\$10,509.00	\$31,527.00	\$9,400.00	\$28,200.00	\$10,350.00	\$31,050.00	\$6,000.00	\$18,000.00
59	L-125	REMOVAL OF TAXIWAY LIGHT	8	EA	\$242.40	\$1,939.20	\$90.00	\$720.00	\$345.00	\$2,760.00	\$300.00	\$2,400.00
60	L-125	REMOVAL OF AIRFIELD GUIDANCE SIGN AND FOUNDATION	1	EA	\$606.00	\$606.00	\$1,600.00	\$1,600.00	\$1,150.00	\$1,150.00	\$1,500.00	\$1,500.00
61	SPEC	LED FLOOD LIGHTS	2	EA	\$18,180.00	\$36,360.00	\$16,500.00	\$33,000.00	\$17,250.00	\$34,500.00	\$10,000.00	\$20,000.00
TOTAL BASE BID AMOUNT						\$3,132,488.99		\$3,188,070.00		\$3,910,277.00		\$3,250,380.00

DBE AMOUNT \$326,650.00 DBE % 10.43% \$326,371.22 10.30% \$402,810.00 10.30%

TALBERT, BRIGHT & ELLINGTON, INC.

3/30/2022
DATE

RESOLUTION
OF THE
CONCORD, NORTH CAROLINA CITY COUNCIL
TO
IMPOSE AND USE A PASSENGER FACILITY CHARGE

WHEREAS, the City of Concord, North Carolina ("City") is owner, operator and Federal Aviation Administration ("FAA") sponsor of the Concord-Padgett Regional Airport ("Airport"); and

WHEREAS, the City has completed a program of capital improvements for the Airport ("Airport Capital Projects") for the purposes of, among other things: preserving or enhancing safety, security or capacity of the Airport and the national air transportation system; reducing and mitigating noise impacts of Airport operations; and furnishing opportunities for enhanced competition between or among air carriers; and

WHEREAS, the authority granted by the United States Congress the FAA has promulgated a 14 Code of Federal Regulation (CFR) Part 158, Passenger Facility Charges, ("Regulation") allowing owners, operators and sponsors, operating commercial airports such as the Airport, to impose a Passenger Facility Charge ("PFC") on passengers enplaning commercial passenger aircraft at the airports and to use the proceeds thereof to fund the Allowable Costs (as defined in the Regulation) of Eligible Projects (as defined in the Regulation) as provided and described in the Regulation; and

WHEREAS, the City believes certain costs of certain improvements included in the Airport Capital Projects would be so allowable and eligible; and

WHEREAS, the City believes a PFC would be an equitable means to raise revenues to fund some or all of the said Allowable Costs of Eligible Projects of the Airport Capital Projects.

NOW, THEREFORE, the City Council hereby resolves that:

1) The Aviation Director is authorized and directed to apply to the FAA, for and in the name of the City, for approval to impose a PFC at the Airport of \$4.50 per enplaning passenger and to use the resulting net revenues to pay the Allowable Costs of the Eligible Projects of the Airport Capital Projects including, when appropriate, annual payments of principal, interest and fees ("Debt Service") on debt issued to finance the costs of the Eligible

Projects, to the maximum extent said revenues may be available and to the maximum extent consistent with the Regulation; and the Aviation Director is authorized and directed to take all such reasonable actions as necessary or desirable to obtain approval of said application.

2) Said PFC shall be collected by the commercial air carriers on behalf of and remitted monthly to the City for so long as may be necessary to make those payments, including Debt Service, or portions of Debt Service payments, arising out of and directly associated with Allowable Costs of Eligible Projects, or such shorter period as may be required by the Regulation.

3) With respect to that class of air carriers comprising only those air carriers operating under FAR Part 135 and which provide only on-demand non-scheduled service and do not sell tickets to individual passengers enplaning their aircraft at the Airport ("Air Taxis") the City Council finds that:

a) requiring Air Taxis operating at the Airport to collect the PFC would not generate a substantial amount of PFC revenues for the City and would be an undue burden to the Air Taxis;

b) said Air Taxis enplane less than one percent (1%) of all passengers enplaned at the Airport; and

c) said Air Taxis, therefore, should be exempted from the requirement of collecting the PFC at the Airport and the Aviation Director is hereby directed to include in said application a request that Air Taxis be so exempted.

SO RESOLVED, this the _____ day of _____, 2022.

CITY OF CONCORD

BY: _____

Mayor



Stantec Consulting Services Inc.
801 Jones Franklin Road, Suite 300
Raleigh NC 27606-3394

February 4, 2022

Project/File: 171002544

Phillip L. Graham, PE
City of Concord Transportation Department
635 Alfred Brown Jr. Ct. SW
Concord, NC 28025

Dear Mr. Graham:

Reference: Scope of Work for Lincoln Street Bridge Replacement Project, Task Order #1

Stantec is pleased to submit this scope of services and fee proposal for the Lincoln Street Bridge Replacement Project assigned under the FY22 Transportation Services On-Call Contract.

Stantec will perform consulting services associated with the replacement of the Lincoln Street bridge over Irish Buffalo Creek.

Summary of Scope

Task #1 is generally for planning, public involvement, survey, and final design effort to produce plans, specifications, and estimates to let the project to construction. Below is a summary of the services included in this task order.

1. Project Management and Coordination
2. Planning
 - a. Data Collection and Mapping for Planning Purposes
 - b. Community Impact Assessment (Direct and Indirect Screening Form)
 - c. Environmental Document
 - d. Public Involvement Assistance
 - e. USDOT Grant Preparation (may be omitted or deferred to a future task order at client's discretion)
3. Natural Resources and Permitting Coordination
4. Survey and SUE (Subsurface Utility Engineering)
5. Roadway Design
6. Structure Design
7. Transportation Management Plan (TMP)
8. Signing and Delineation (Pavement Marking) Plan
9. Hydraulic Design and Erosion Control – Mead & Hunt
10. Dry Utility Coordination – Mead & Hunt
11. Geotechnical Services – S&ME, Inc.

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

Exclusions

The following items or disciplines may be needed for this project but can be included in a future task order, as directed by the City. They are therefore excluded from this current scope for Task Order #1. Other exclusions may be noted in the specific scope writeups for each discipline.

1. Wet utility (water/ sewer) design – to be scoped later and performed by Mead & Hunt
2. Right-of-Way services (estimates, mapping, platting, acquisitions, staking, easements, etc.)
3. Preparation of bid documents/ assistance with project letting/ advertisement of CE&I services
4. Construction Services/ Design Support during Construction

The following items or disciplines are not anticipated or do not fall under Stantec's understanding of our responsibility for this project and are therefore excluded from this scope. If it is later determined that these services are needed, they may be scoped and compensated under a future task order.

1. Traffic Analysis/ Modeling
2. Signal Design, Signals Communications, Signal Corridor Timing, ITS
3. Landscape/ Hardscape
4. Greenway Design
5. Stream Restoration
6. CE&I Services/ Construction Administration (not offered by Stantec)

Detailed Scopes for each discipline are provided below.

1. Project Management and Coordination

Stantec will coordinate with the City and other relevant external partners, review agencies, or stakeholders concerning project management activities and design review. This includes regular phone and email communication, as well as up to 4 in-person meetings held in Concord, and up to 12 virtual meetings (Teams, Zoom, or similar) with the named stakeholders.

The Stantec Project Manager will direct the design team, including subconsultants, to meet schedules and deliverables. The PM will hold regular internal team meetings, likely virtual via Teams. Meetings will be weekly for the project duration. Not all project team members will need to attend each week; anticipated meetings for each discipline are included in the individual scopes for each discipline.

The Stantec PM will perform independent reviews of all design disciplines to ensure continuity.

Stantec will provide monthly invoices according to the percent completion for each task. Progress reports or work logs may be provided as back-up if requested by the City.

Stantec will alert the City of any out-of-scope items immediately upon discovery and before beginning work on these items, so that all parties can agree on an action plan for completion.

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

2. Planning

The proposed bridge replacement project is not anticipated to induce significant or foreseeable alterations in land use, planned growth, travel patterns, the natural environment, the human environment, or cultural resources. Background research, field investigation, and coordination with the appropriate local, state and federal agencies will provide the basis for assessing the effects of the project on the aforementioned issues.

It is anticipated the environmental document for this project will qualify as a Federal Categorical Exclusion (CE). Technical information, methodologies, and results of analysis will be assembled and summarized in the environmental document.

The Planning scope of work includes the following:

I. Data Collection and Mapping

A. Data Collection

The following information will be obtained during the course of the project:

- Federal and State functional classification of the roadway
- The existing land use in the vicinity of the project and the topographic features
- The existing bridge and approach roadway will be inventoried, including such items as length, width, clearance, date, and type of construction, load restrictions, sufficiency rating, roadway geometrics, posted speed limit and the existing utilities in the project study area.
- A history of major repairs, closings, and any public concern or controversy will be discussed.
- An EDR report for the project study area will be requested that will summarize hazardous material sites within the study area.
- Review of the latest NCDOT ADT maps and coordinate with the City Project Manager for traffic data for the project study area.
- Coordination with the City Project Manager for crash data within the project study area. Additionally, a Crash Data request will be submitted to NCDOT's Traffic Safety Unit.

B. Field Review

Stantec will visit the proposed project site to observe the existing conditions and possible alternatives to be considered during functional design.

C. Vicinity Map

Stantec will develop a Vicinity Map, preferably 8.5" x 11", for the proposed bridge replacement project. This map should illustrate the bridge location, potential off-site detours, and other projects in the vicinity. The map will be provided in pdf format.

D. Study Area Map

Stantec will develop a Study Area Map, preferably at a scale 1" = 100' or other appropriate standard scale for the proposed bridge replacement project. This map will include the Study Area overlaid on the aerial photography. Aerial photography will be provided by others. The map will be provided in pdf format. Typically, the Study Area encompasses an area, at a minimum, 200 feet wide and 1,400 feet long centered on the bridge. The Study Area should be provided in MicroStation format.

Reference: **Scope of Work for Lincoln Street Bridge Replacement Project**

E. **Start of Study Letter & Mail Out**

To initiate coordination and solicit comments on the project from federal and state-level resource agencies, a Start of Study letter will be prepared and distributed. Stantec will develop the Start of Study letter using City of Concord letterhead. Stantec will develop and distribute a Start of Study letter for the project. The Start of Study letter will include, but not be limited to, the Vicinity Map and Study Area Map. A Start of Study letter will be submitted to the Project Planning Engineer for review and approval.

Agency(s) Coordination – Stantec will maintain coordination with the appropriate local, state and federal agencies having an interest in the project and in order to collect data. The City will be advised of all contact with other agencies.

II. **Community Impact Assessment (Direct and Indirect Screening Form)**

Stantec will prepare the NCDOT standard Direct and Indirect Screening form to document community impacts.

III. **Environmental Document**

It is anticipated the environmental document for this project will qualify as a Federal Categorical Exclusion (CE). The CE will be prepared in an approved format, in accordance with the applicable State procedures, and the requirements of the National Environmental Policy Act 23 CFR-771 and TA 6640.8A.

The CE will address the following topics:

- **Description of Proposed Action** - This section of the document will present the project purpose, a general description of the project and cost estimates for the project.
- **Need for Project** - This section of the document will present a description of the existing facility, including the Federal and State functional classification of the roadway. The existing land use in the vicinity of the project and the topographic features will be described. The existing bridge and approach roadway will be described. The description will include such items as length, width, clearance, date, load restrictions, sufficiency rating, roadway geometrics, posted speed limit and the existing utilities in the project study area. A history of major repairs, closings, and any public concern or controversy will be discussed, if applicable. The existing and future (design year) traffic volumes (AADT, VPD, DHV) will be presented with directional distribution (D) and truck percentages (Duals, TT-ST'S). Available accident data and reported crashes, if any, will be documented.
- **Proposed Improvements** - This section of the document will present a description of the preferred build alternative.
- **Alternatives to the Proposed Action** - The Alternatives evaluated for the project will be discussed in the CE, including a “no-build” alternative. Maintenance of traffic will be considered in investigating the possible alternatives. Alternatives eliminated from further consideration will be listed, along with the reasons for elimination. The preferred alternative will be identified.

Reference: **Scope of Work for Lincoln Street Bridge Replacement Project**

- **Environmental Analysis** - A table will present a summary of the environmental effects of the proposed project. A discussion of the following environmental considerations and impacts will be presented, where applicable:
 - Cultural Resources
 - Section 4(f)/6(f) Resources
 - Natural Resources
 - Floodplains
 - Relocation of Homes and Businesses
 - Minority/Low-Income Populations
 - Land Use
 - Indirect/Cumulative Effects
 - Prime and Important Farmland
 - Traffic Noise Analysis
 - Air Quality Analysis
 - Hazardous Materials

Information will be presented in tabular form as much as possible.

- **Coordination and Agency Comments** - Correspondence with environmental resource agencies will be included in the CE in a separate appendix.
- **Public Involvement** - Public outreach related to the project will be documented in the CE.

Environmental Document Review

Stantec will submit an electronic version of the draft CE (text in Microsoft Word format, figures in PDF format) to the City for review before submitting to the State. Stantec will revise the draft CE per the City's and State's comments and submit an electronic version of the revised draft CE (PDF format) for City of Concord review. Once comments have been addressed, Stantec will provide an electronic version of the draft CE (complete CE as PDF and text in Microsoft Word) for USACE review. Once USACE comments have been addressed, Stantec will provide a PDF file of the complete CE for upload to DocuSign for electronic signatures.

- Deliverables: Draft and final USDOT-standard Categorical Exclusion CE.

IV. Public Involvement Assistance

Stantec will prepare materials for one public meeting as directed by the City of Concord. The materials will describe the study elements, including a graphic of the study area and alternatives, and provide a status update on the project. The draft materials will be submitted electronically for review prior to finalization. Stantec will coordinate printing and distribution of the meeting materials with the Project Manager. This scope does not include participation or attendance at the meetings.

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

V. **USDOT Grant Preparation** (may be omitted or deferred to a future task order at client's discretion)

A. **Data Collection/Analysis**

A comprehensive narrative and Benefit-Cost Analysis (BCA) is required by USDOT and the competitive grant program, to be carefully documented and cited in the grant application. Stantec team will be responsible for procuring and analyzing the necessary data readily available from the City of Concord and other sources (e.g. GIS data/mapping); on-line sources (e.g., U.S. Census), STI Project Scoring, etc.

B. **Benefit-Cost Analysis**

Stantec will prepare a Benefit-Cost Analysis (BCA) for this application. The BCA analysis will be performed in accordance with the following USDOT Guidance

Benefit-Cost Analysis Guidance for Discretionary Grant Programs

<https://www.transportation.gov/sites/dot.gov/files/2021-02/Benefit%20Cost%20Analysis%20Guidance%202021.pdf>

Additionally, once the Notice of Funding Availability (NOFA) for the grant program is published, Stantec will review updated guidance to ensure the BCA analysis is compliant with the most recent guidance.

C. **Coordination**

Collaboration with the municipality, the Metropolitan Planning Organization (MPO), or Rural Planning Organization (RPO) is critical to meet the target deadlines. This coordination will primarily be accomplished via email and phone calls to ensure that every benefit of the project is brought forward both in the qualitative descriptions and technical, quantitative evaluation.

D. **Meetings**

It is assumed that Stantec will facilitate three (3) virtual meetings between key staff and stakeholders.

E. **Narrative and Graphics**

The NOFO defines succinctly how the application is to be structured. Stantec team will follow this outline closely, including a clear and annotated table of contents, to ensure reviewers can readily locate information. Additionally, the NOFO also defines specific application needs and criteria in terms of the project's merits, as follows:

- Project Description
- Project Location
- Grant Funds, Sources and Uses of Project Funds

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

- Selection Criteria:
 - Primary Selection Criteria
 - Secondary Selection Criteria
- Environmental Risk Review
- BCA Methodology and Results

3. Natural Resources and Permitting Coordination

Stantec scientists will complete natural resource studies and permitting services for the Lincoln Street bridge replacement project including a jurisdictional waters delineation, protected species assessments, findings memo and Section 401/404 permitting.

Jurisdictional Waters Delineation

Stantec will conduct a detailed delineation of wetlands and other waters of the US (WOUS) within the project area, subject to jurisdiction by the US Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act. Stantec will utilize the Routine Determination Method as outlined in the *1987 Corps of Engineers Wetland Delineation Manual* and methods described in the *2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0)* to identify and delineate the jurisdictional wetland boundaries within the project area. Stantec will use the NC Division of Water Quality *Methodology for Identification of Intermittent and Perennial Streams and Their Origins (Version 4.11)* to identify potentially jurisdictional streams. Stantec will prepare a preliminary review of archival information of wetland features on-site, including available resources such as National Wetlands Inventory (NWI) Maps, US Geologic Survey (USGS) topographic maps, aerial color infrared photography, and soils maps. A site visit will then be conducted to delineate and flag the boundaries of jurisdictional waters. Stantec will record the necessary data to complete the wetland delineation data sheets, which are required by the Corps for confirmation. The jurisdictional waters boundaries will be located using a sub meter accurate Trimble Global Positioning System (GPS). A packet suitable for requesting a Preliminary Jurisdictional Determination (PJD) will be prepared and submitted to the USACE. The packet will include data sheets, a letter summarizing findings and describing characteristics of the site, a stream and wetlands map depicting the on-site boundaries of WOUS (either field mapped or GPS located), and data point locations. An AutoCAD or Microstation version of the delineation will be produced for use in the design process. If required, a site visit with USACE and NCDWR will be completed to review the delineation. All documentation will be prepared in PDF format and will be submitted electronically to the USACE and NCDWR.

Threatened and Endangered Species

The United States Fish and Wildlife Service lists one threatened or endangered species for Cabarrus County. During the delineation fieldwork, Stantec will note the presence or absence of suitable habitat for the one endangered plant (Schweinitz's sunflower). A bald eagle habitat assessment will also be completed and a potential nest survey undertaken if appropriate habitat is found. Additional surveys, including bat surveys or aquatic surveys are not included. It is anticipated these surveys will not be necessary based on preliminary data. The findings along with a summary of the Jurisdictional Waters Delineation will be included in a natural resources memo in PDF format.

Reference: **Scope of Work for Lincoln Street Bridge Replacement Project**

401/404 Nationwide Permit

Stantec scientists will coordinate with the designers to minimize impacts to waters of the US. When impacts are finalized, Stantec will prepare, submit, and coordinate a Section 401/404 Nationwide Permit application for the project to pursue state and federal approval to impact jurisdictional wetlands and/or streams. Stantec will complete protected species and cultural resource documentation required for the 401/404 in the office using online databases and site knowledge based on fieldwork completed as part of the jurisdictional waters delineation. This scope assumes that the project will qualify for a Nationwide Permit (NWP). This project is anticipated to qualify as a minor project related to NCDWR with a 401/404 permit fee of \$240 and is included in the fee below.

Assumptions/ Exclusions

- Consultation with USFWS is not anticipated nor included in this scope.
- A Nationwide Permit (NWP) is included in this scope. If the project has more environmental impacts than expected and does not qualify for a NWP an Individual Permit (IP) may be required and can be undertaken for an additional fee.
- NCDWR permit fee is \$240 for minor projects
- Stream, wetland, and/or riparian buffer mitigation is not anticipated and is not included in this scope.
- Detailed bat and aquatic wildlife surveys are not anticipated and not included in this scope.
- Permit drawings will be prepared by the hydrologic engineering group as part of their section of this scope.
- Stantec does not guarantee regulatory agency decisions.
- This scope does not include obtaining permits that may be required for utility crossings.

4. Survey and SUE (Subsurface Utility Engineering)

Stantec will provide an existing conditions survey for the Lincoln Street Bridge Replacement project to include:

- Provide site control by setting 2 control points, 1 pair at the beginning of the project. The control pairs will be tied to the NC RTK network by a GPS survey. Horizontal datum will be NAD 83(2011), vertical datum will be NAVD 88.
- Stantec's crew will run a traverse from the GPS pair through the BL point to create a project control baseline.
- Provide a level loop through the baseline points looped back to the control pair. Set one BM.
- Survey the pavement along Lincoln Street to include the edges of pavement, centerline crown, sidewalk, back of curb, and other break lines.
- Provide a topographic survey outside of the pavement for the length and width of the project limits. Locate signs, fences, and other plan features. Limits provided by our roadway design group.
- Provide a survey of the sanitary and storm sewers in the limits to one structure outside of the limits. The survey will include top of structure, pipe type and size and pipe invert or bottom of structure.
- Survey the existing power and communication poles running with Lincoln St. and crossing Lincoln St.

Reference: **Scope of Work for Lincoln Street Bridge Replacement Project**

- Provide a survey of the existing bridge to include, bridge corners and joints, support structures, wings walls or bulkheads, piles if visible and accessible, bridge seat elevations.
- Provide a hydrographic survey of the stream to include a floodplain survey. Limits will be 300' up and down the stream. Provide cross sections at 40' intervals, extended to 100' each side of the creek. Cross section will include top of bank, edge of water and the center of the channel. Major changes and bends in the channel will be located. Locate the perennial ditch running from the NE into the creek.
- Research properties adjacent to the corridor and pull deeds and plats for current owners. Review deeds and plats for existing easements.
- Provide a survey of the properties to create a parcel map of all properties affected by the project limits. Provide a CAD file of the properties and easements.
- Provide a utility survey at SUE level "B". This includes researching utility records from owners in the area. Designating underground utilities with our Electromagnetic equipment. Utilities that cannot be designated by our EM equipment will be shown at a level "C" per the utility records. Level "A" test holes is not included in the initial scope.
- Provide a base map of the plan features and 3D surface files.

Notes:

- ROW/Easement mapping and staking is not included in this scope. This task may be scoped as part of a future task order after 25% roadway design has been submitted.
- The City of Concord will provide notification to the property owners prior to our field work. We need to allow 30 days after notifications are sent out to begin work.
- The City of Concord will provide utility test holes if needed. SUE level "A" is not included in our scope.
- A tree survey is not part of this scope.

5. Roadway Design

Design Criteria

Based on the traffic projections, terrain, and facility type, Stantec will develop design criteria for the proposed bridge replacement. Criteria will include description of proposed roadway section on and off the bridge. Draft design criteria will be submitted to the City of Concord for review. Stantec will revise the design criteria per the city's comments. Revisions to design criteria after design commences may result in additional work.

General

Stantec will prepare roadway plans, profiles, cross sections, special provisions (not full bid documents/project proposal), and quantity estimates for the project according to NCDOT and City of Concord standards and guidelines. All designs will be developed utilizing MicroStation and Geopak design software.

This scope does not include a public meeting/hearing map.

Stantec will coordinate with the various design disciplines including structures, hydraulics, utilities, right-of-way, signing & marking, TMP, and Geotech.

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

In addition to the 65% design review meeting, Stantec roadway staff will attend up to five virtual meetings and up to two meetings either on-site or at City offices, with City staff.

The following submittals will be provided for roadway plans:

25% Preliminary Plans
65% Plans
75% Right of Way Plans
90% Final Plans
100% Final Sealed Plans

25% (Preliminary) Plans

Stantec will develop one design for the bridge replacement. Stantec will submit PDF's of the 25% design for review and approval by the City prior to commencing other design disciplines including hydraulic design.

25% plans will include horizontal alignments, vertical alignments, cross sections, slope stakes, and preliminary right-of-way. All designs will be developed utilizing MicroStation and Geopak design software.

Deliverables at 25% stage include:

- 1 set of electronic PDF's plans
- 1 set of electronic PDF's cross sections
- Opinion of Probable Construction Cost (OPCC) for construction of project. OPCC will not be based on quantity take-offs at this stage, but will be a programmatic level OPCC based on length and width of roadway and structure.

65% Plans

Stantec will progress the preliminary plans to 65% stage based on the approved 25% plans. Significant deviation from the 25% design will constitute additional work.

Stantec recommends holding a 65% design review meeting (similar to the Final Design Field Inspection for DOT projects) at this stage to gain concurrence across disciplines and various City Departments before moving to ROW acquisition. This meeting can be held either in person or virtually. A virtual format may facilitate attendance across multiple disciplines.

Stantec will coordinate with the City to set up the 65% design review meeting, prepare for the meeting, present the plans at the meeting, take notes, and distribute notes after the meeting.

Deliverables at 65% stage include:

- 1 set of electronic PDF's plans
- 1 set of electronic PDF's cross sections

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

75% (Right-of-Way) Plans

Stantec will revise the 65% plans based on comments received at the 65% design review meeting (and other review comments as applicable) and will submit 75% plans. These plans can be used by the City for Right-of-Way acquisition.

Deliverables at 75% stage include:

- 1 set of electronic PDF's plans
- 1 set of electronic PDF's cross sections
- Opinion of Probable Construction Cost (OPCC) for construction of project. OPCC will be based on actual quantities as available, but certain disciplines such as signing, marking, TMP may still be based on programmatic-level numbers with contingencies added for uncertainty.

90% Final Plans

Stantec will develop final roadway plans from the 75% plans. Significant deviation from the 75% design will constitute additional work.

Deliverables at 90% stage include:

- 1 set of electronic PDF's plans
- 1 set of electronic PDF's cross sections
- Project quantities
- Opinion of Probable Construction Cost (OPCC) for construction of project based on actual quantity take-offs.
- Any required Special Provisions (word documents and/or pdf's as required by the City). It is assumed that Standard Project Special Provisions as provided by either NCDOT or the City will be used for this project; no additional Special Provisions will need to be developed by Stantec.

100% Final Sealed Plans

Stantec will make any required revisions to the 90% plans based on review comments and will submit final sealed 100% plans ready for project advertisement.

Deliverables at 100% stage include:

- 1 set of electronic DocuSigned PDF's plans
- 1 set of electronic DocuSigned PDF's cross sections
- Final Project quantities
- Final Opinion of Probable Construction Cost (OPCC) for construction of project based on actual quantity take-offs.
- Electronic dgn files

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

6. Structure Design

Bridge Site

Based on the Virtual Field Scoping Meeting, it is anticipated that the site will be closed to traffic during construction; staged construction will not be required. Utilities will not be connected to the bridge. No additional walls or secondary structures are anticipated to be required at the bridge site to support roadway or portions of the bridge. It is assumed slope protection at the bridge site will be rip rap.

It is assumed that design will consist of a 3 – span, 21” Cored Slab Unit superstructure. The bridge deck will be an AWS with sidewalk and NCDOT Standard 2-bar metal rails. Sidewalks may be wider than standard 5’-6”, depending on coordination with the City. The bridge will be supported by post and beam interior bents on drilled shaft foundations or driven steel pipe piles. End bents will be reinforced concrete caps supported by H-pile foundations. It is assumed the bridge will span a future City of Concord greenway on the North side of the stream, with 8’ vertical clearance required and a 14’ wide bench to support the greenway. It is assumed 12’ approach slabs will be used for this bridge. Approach slabs will be modified to include sidewalk on both sides and 2 bar metal rails.

It is assumed that Stantec will utilize NCDOT Standard Design Plans for all portions of the design set apart from P/E drawings, Location Sketch/Total Bill of Material, and details required for the sidewalk and bridge railing. Designs and drafting will be in accordance with NCDOT Structures Management Unit (SMU) policy and design procedures unless stated otherwise. It is assumed Concord will ask for assistance from NCDOT to perform reviews.

Preliminary Design

Stantec engineers will develop preliminary general drawings consistent with NCDOT SMU Policy and Procedures as detailed by the NCDOT Structures Management Unit Design Manual. Preliminary designs will be submitted to Concord and NCDOT (upon request) for review. Submittal of preliminary design will occur concurrently with submittal of 65% roadway plans. Approval of preliminary designs and drawings will be completed before designers progress to final design. Preliminary design will include development of span arrangements, establishment of bridge work point stations, bridge width, skew, and other special details will be as detailed in the hydraulic Bridge Survey Report for the site.

Deliverables at Preliminary Design stage include:

- 1 set of electronic PDF's plans
- Quantities and cost estimate (may be programmatic costs at this stage) to be included with project OPCC at 75% roadway plan stage

90% Final Design

Final design will commence following approval of preliminary bridge plans and will consist of completion of NCDOT Standard Bridge Plans as modified for sidewalk and barrier details. Designers will implement the design standards as provided by NCDOT and not make attempts to optimize or change designs as provided

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

by the Department, except as required for specific site conditions. Engineers will verify all designs as detailed in standard bridge plans including superstructure and substructure designs. Foundation loads will be provided to geotechnical engineers using standard 'Geotech Loads' from NCDOT Structure Management Unit Standard Design Plans.

Following design, final bridge plans will be submitted to Concord and NCDOT (upon request) for review. Released for Construction plan development and submission will not commence until full approval of plans from NCDOT.

Deliverables at 90% Final Design stage include:

- 1 set of electronic PDF's plans
- Quantities and cost estimate to be included with project OPCC at 90% roadway plan stage

100% Sealed Final Design

100% Sealed Final Design plans will include the resolution of all City of Concord and NCDOT comments for Final Plans and submission of sealed plans and Project Special Provisions. It is assumed NCDOT Standard Project Special Provisions as provided by NCDOT SMU will be used for this project; no additional Special Provisions will need to be developed by Stantec. It is assumed that no construction elevations will be prepared for the bridge. NCDOT standard specifications will otherwise provide means and methods for bridge construction. Plans and specifications will be electronically sealed and delivered to City of Concord for bidding purposes.

Deliverables at 100% Sealed Final Design stage include:

- 1 set of electronic PDF's plans
- All Microstation design files with borders merged into the design file
- PDF of sealed design calculations
- PDF of sealed Project Special Provisions
- Summary of structure bid items and quantities provided in master pay item list for project
- Bid estimate for bridge construction to be included with final project OPCC

7. Transportation Management Plan (TMP)

Stantec will prepare a Transportation Management Plan (TMP) that meets current NCDOT criteria and guidelines. Written phasing will be provided in the TMP which addresses what construction is taking place, what method of traffic control will be used, and where traffic will be at the end of each workday. Detail drawings will be provided to show traffic using an off-site detour during construction.

Stantec will include all work zone signage, as well as any temporary signage on the plans, either on detail sheets or by reference to Roadway Standard Drawings (RSD's).

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

The scope for the TMP will include coordination time with the City of Concord and Stantec planning staff on pedestrian accommodation issues.

Scope of work includes the following basic TMP submittals:

- 25% Staging Concept Submittal (to be submitted with 65% Roadway Submittal)
- 90% Final TMP Submittal (to be submitted with 90% Roadway Submittal)
- 100% Final Sealed TMP Submittal (to be submitted with 100% Roadway Submittal)

TMP quantities will be included with master project estimate at 90% and 100% submittal stage.

Any necessary Special Provisions (including Intermediate Contract Times or ICT's) will be included with the 90% submittal.

8. Signing and Delineation (Pavement Marking) Plan

Stantec will prepare final Signing & Delineation (pavement marking) plans to current City of Concord and NCDOT criteria and guidelines. It is anticipated that the Signing and Marking plans can be combined into one plan set under one cover sheet.

Scope of work includes the following submittals:

- 90% Signing and Delineation Plans (to be submitted with 90% Roadway Submittal)
- 100% Final Signing and Delineation Plans (to be submitted with 100% Roadway Submittal)

Signing and Delineation quantities will be included with master project estimate at 90% and 100% submittal stage.

Scope for the Signing & Delineation plans will include a google-street-view inventory of existing signs and markings, as well as one (1) additional virtual meeting related to the Signing & Delineation plans.

No overhead or type "A", "B", or "C" signs (large ground-mounted signs) will be required for this project and are excluded from this scope. No Type "D" special signs, wayfinding, or Type "F" route assembly signs will be required and are excluded from this scope. The only signs anticipated for this project and included in this scope are Type "E" warning or regulatory (speed limit) signs.

Plans will not address signing or marking outside the project limits.

Plans will not include signing and marking for bike lanes, as these are not anticipated for this project.

Plans will incorporate Sharrow shared-lane pavement markings as directed by the City.

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

There are no curb ramps anticipated for this project. Placement and identification of curb ramps is therefore excluded from this scope.

9. Hydraulic Design and Erosion Control- Mead & Hunt

Refer to attached scope of work from Mead & Hunt for Hydraulic Design and Erosion Control.

10. Dry Utility Coordination- Mead & Hunt

Refer to attached scope of work from Mead & Hunt for Dry Utility Coordination.

11. Geotechnical Services- S&ME, Inc.

Refer to attached scope of work from S&ME for Geotechnical Services.

Reference: Scope of Work for Lincoln Street Bridge Replacement Project

Fee Breakdown for Task Order #1

Task	Fee
Project Management and Coordination	\$45,156.00
Planning	
a. Data Collection and Mapping	\$10,918.00
b. Community Impact Assessment	\$5,804.00
c. Environmental Documentation	\$18,032.00
d. Public Involvement	\$5,156.00
e. USDOT Grant Preparation (OPTIONAL)	\$38,626.00
Natural Resources and Permitting Coordination	\$19,786.00
Survey and SUE	\$31,980.50
Roadway Design	\$56,321.00
Structure Design	\$40,291.00
TMP	\$12,164.00
Signing and Delineation	\$9,600.00
Hydraulic Design and Erosion Control	\$83,000.00
Dry Utility Coordination	\$11,500.00
Geotechnical Services	\$84,330.25
Subtotal	\$472,664.75
Direct Costs (1% of Stantec fees)	\$2,618.54
TOTAL	\$475,283.29

Sincerely,



Betsy L. Watson PE
 Senior Principal
 Phone: (919) 865-7561
 Mobile: (919) 413-1460
 betsy.watson@stantec.com



January 21, 2022

Betsy Watson, PE
Senior Principal
Stantec
801 Jones Franklin Road Suite 300
Raleigh, NC 27606-3394

Subject: Lincoln Street Hydraulic, EC, UC & Utility Design Scope of Services

Dear Ms. Watson,

MEAD & HUNT, Inc. (the "Consultant") is pleased to provide the following scope:

1. Hydraulic Design
2. Erosion Control
3. Utility Design & Coordination

1. Hydraulic Design

1.1 Hydraulic Design

- The Consultant will prepare the drainage plans and hydraulic design after 25% Roadway Design approval in accordance with the NCDOT Hydraulics Unit's Guidelines for Drainage Studies and Hydraulic Design, as well as Client guidelines and standards as applicable. The Drainage Design will use MicroStation as the plan development platform. The consultant anticipates the following tasks:
- Pre Design Review
- Site visit / field reconnaissance prior to the design
- HEC RAS Hydraulic Bridge Analysis with a Bridge Survey Report.
- FEMA No Rise Submittal: The Consultant will submit the No Rise Certification to FEMA for review on behalf of the Client.
- Storm systems and cross pipes will be designed to function properly for the design storms, with impacts to any jurisdictional features as well as the impacts to nearby property owners considered. The City of Concord Design Standards will be used.
- CADD - Mainline and Cross-street drainage layout and plan sheet preparation for the submittal packages.
- Meetings & Coordination with Others as needed.
- Pre- and post-runoff outfall analysis (up to two outfalls).
- Permit Drawing delineating wetland and stream impacts.
- Drainage Quantities with a Drainage Summary Sheet.

- Excluded Scope Items:
 - CLOMR submittal – If the Impact to the FEMA floodway causes an increase in the 100 year water surface elevation a Conditional Letter or Map Revision (CLOMR) will be required to be obtained from FEMA.
 - Design of any major Stormwater BMP's such as detention ponds or bio-retention basins.
 - Any Hydraulic Revisions that may be due to development within the Project Study area after preliminary plans are approved.
 - Any Drainage submittals to the NCDOT

2. Erosion Control

2.1 Erosion & Sedimentation Control Design (E&SC)

The Consultant will develop a final phase E&SC Plans that will minimize erosion and sedimentation during construction. The design will meet the requirements of the North Carolina Department of Environmental Quality (NCDEQ) and the Client. For the land disturbances, the Consultant will develop the E&SC plans using MicroStation. The Consultant will submit E&SC Plans to NCDEQ for review on behalf of the Client. An additional \$2000 dollars was added to the EC Design fee to cover the permit application fee and the time to process the fee internally. Note: This was based on an assumed land disturbance of 6 acres.

3. Utility Coordination and Design

3.1 Utility Coordination

Consultant will be responsible for utility coordination necessary for construction, with services including:

- Prepare materials for and conduct Utility Coordination Kick-off Meeting with all utilities within the project limits. Follow up with Meeting Minutes and any additional documentation the utility companies need to determine and provide relocation designs, as necessary.
 - *Deliverable: Kickoff meeting minutes*
- Coordinate utility relocation designs and incorporate any Proposed Utility Easements (PUE) into CADD to be used in the Right-of-Way design file.
 - *Deliverable: PUE limits shown in right-of-way design file*
- Prepare Utilities by Others (UBO) plans showing proposed relocation work done by others.
 - *Deliverable: Preliminary UBO Plans*
- Finalize UBO plans reflecting any and all design changes.
 - *Deliverable: Final UBO Plans*
- Coordinate utility relocation schedule with all utility owners.
 - *Deliverable: Utility relocation schedule*

This scope and fee include up to two site visit trips, and all drafting done in MicroStation. This scope and fee are assuming the project improvements will not impact the Duke Energy overhead transmission line approximately 300 feet to the southwest of the bridge – if impacts are determined, additional scope and fee will be needed for coordination with Duke Energy Transmission.

The City of Concord will be responsible for:

- Providing utility staff at the Utility Coordination Kickoff Meeting and coordinating with Concord water, sewer, power, and the Water & Sewer Authority of Cabarrus County sewer prior to, during, and after the kickoff meeting.
- Submit any utility relocation designs and PUE limits for Concord water, sewer, power, and Water & Sewer Authority of Cabarrus County sewer to Mead & Hunt.
- Submit any required design changes for Concord water, sewer, power, and Water & Sewer Authority of Cabarrus County sewer to Mead & Hunt for final incorporation into UBO plans.
- Provide utility relocation schedule for Concord water, sewer, power, and Water & Sewer Authority of Cabarrus County sewer to Mead & Hunt.
- Administration of relocation agreements with utility owners.

3.2 Utility Design (Task Order 2)

The utility design scope and fee will be determined after 25% design plans have been approved, to determine the impact to the existing water and sanitary sewer lines owned by the City of Concord and the Water & Sewer Authority of Cabarrus County.

General Notes

The Client will have an opportunity to review and/or inspect the deliverables prior to final submittal. Deliverables for engineering work shall be in the form of electronic (PDF and CADD) and paper copy. When work is complete, the Client will have ownership of all work products.

Fees and Expenses

The Consultant will perform the services outlined above. This includes all expenditures,

Ms. Betsy Watson

January 21, 2022

Page 4

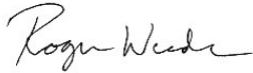
The Lump Sum Fee below is for all tasks that are known at this time to be required for construction plans:

Task No.	Description	Lump Sum Fee
1	Hydraulic Design	\$57,000.00
2	Erosion Control	\$26,000.00
3	Utilities	\$11,500.00
	Lump Sum Fee:	\$94,500.00

If you have any questions or require additional information, please contact me.

Sincerely,

MEAD & HUNT, Inc.



Roger Weadon, PE

Project Manager

roger.weadon@meadhunt.com

919-714-8669



REPLACE BRIDGE NO. 120320 ON LINCOLN STREET SW OVER IRISH BUFFALO CREEK IN CONCORD, NORTH CAROLINA S&ME, INC. SCOPE OF SERVICES

GEOTECHNICAL AND FOUNDATION DESIGN

This project will replace Bridge No. 120320 on Lincoln Street SW over Irish Buffalo Creek in Concord, NC. S&ME's scope of work detailed below is based on a Microsoft Teams Meeting, with Stantec, on January 24, 2021. S&ME has been requested to provide structures recommendations and pavement recommendations for the bridge replacement project. We understand the replacement Bridge No. 120320 will be a three span, cored slab bridge. Foundations for the replacement bridge will likely consist of driven or drilled in H-piles for end bent foundations and drilled piers for interior bent foundations. S&ME will perform field explorations, laboratory testing, and will provide geotechnical engineering recommendations for the project in general accordance with NCDOT practices. These tasks are presented in detail below:

◆ **Soil Test Boring Field Exploration** - Field exploration activities are discussed in detail below:

Field Exploration Coordination – S&ME will call North Carolina 811 to request the location marking of utilities in the vicinity of the proposed boring locations. The proposed borings will be located within proximity to, or in existing roadways. Additionally, some obstructions and access limiting factors may exist (i.e., existing overhead utilities, underground utilities, wooded areas, and other site features). Traffic control will be performed in general accordance with the Manual on Uniform Traffic Control Devices. We will coordinate with the responsible entities to determine lane closure schedules and potential working time restrictions for the affected roads prior to performing this work. S&ME will rely on others to obtain necessary property owner access permission, if required.

Interior Bent borings are expected to be performed through the existing bridge deck. Borings performed through the bridge deck will be patched with concrete.

Test Borings (Structure) – S&ME proposes to perform four (4) End Bent borings (two at each end bent) and four (4) Interior Bent borings (two at each interior bent) for a total of eight (8) bridge borings. Bridge borings will extend to a depth of 50 feet or to auger refusal (whichever occurs first). If rock is encountered in the first 20 feet at End Bent borings, 15 feet of rock coring will be performed in one boring at each end bent (30 feet total) and 20 feet of rock coring at each interior bent location for a total of 110 feet of rock core (rock coring at 6 borings total).

The borings will be drilled with engineering/geologist oversight and will be performed in accordance with AASHTO T-206-19 "Standard Method of Test for Penetration Test and Split-Barrel Sampling of Soils." Soil samples will be collected using a split-barrel sampler during drilling, visually classified in the field, sealed in moisture-proof containers, and transported to



our laboratory. Soil samples will be classified in general accordance with the AASHTO Soil Classification System.

- **Boring Elevations** - S&ME will utilize existing survey information (if available) to determine test boring elevations. A simple level survey will be performed to determine approximate boring elevations. Licensed surveyors will not be used.
- **Field Investigation Summary:**

Investigation Description	Number of Locations	Estimated SPT Total (feet)	Estimated Rock Coring Total (feet)
Bridge End Bent	4	200	30
Bridge Interior Bent	4	200	80

- ◆ **Laboratory Testing** - Laboratory testing will be performed in a NCDOT, AMRL, and AASHTO accredited laboratory in accordance with the applicable procedures. This is discussed in detail below:
 - **Soil Sample Testing** - Representative split-spoon soil samples will be laboratory tested as follows: 2 samples for natural moisture (AASHTO T 265); 2 samples for Atterberg limits and gradation (AASHTO T 88, T 89, and T 90).
 - **Rock Sample Testing** - Representative rock core samples will be laboratory tested as follows: 6 samples (estimated by 1 sample per core hole) for Unconfined Compression Strength Testing (ASTM D7012).
- ◆ **Engineering Evaluation and Report Preparation** – S&ME will prepare one Structure Recommendations report for the bridge project. If roadway recommendations are required, they will be incorporated into the Structure Recommendations report. The reports will be sealed by a professional engineer registered in the State of North Carolina and submitted to Stantec for review.

PAVEMENT DESIGN

◆ Pavement Investigations

In general accordance with the NCDOT Geotechnical Investigation and Recommendations Manual section 6.0, the Consultant’s geotechnical sub-consultant proposes to perform pavement investigations for the tie-ins. Existing pavement sections will be cored & measured, followed by in-situ subgrade CBR testing with a Kessler Dynamic Cone Penetrometer (DCP).

- ◆ **Pavement Design Investigation (PDI)** - The following PDI services are proposed:
 - Coordinate with TCSS (Traffic Control Safety Services) to provide the necessary traffic control services.
 - Mobilize a truck drill rig and support truck with portable core drill rig to the site.



- Core and extract the pavement section at up to 4 locations with a four-inch diameter thin walled core barrel powered by a truck mounted drill rig or similar.
 - Measure the thickness of the pavement section and retain the extracted core samples for each location.
 - Perform in-place dual-mass dynamic cone penetrometer (DCP) tests on all structures beneath the asphalt and/or concrete including the ABC layer and soil subgrade to a depth of approximately 3.0 feet below the top of pavement. The dual-mass DCP consists of a steel extension shaft assembly with a 60 degree hardened steel cone tip attached to one end. The depth of penetration will be measured at selected hammer drop intervals and recorded values are converted to California Bearing Ratio (CBR) values through correlations used by NCDOT. The DCP tests in the ABC may be terminated within the ABC layer if 50 blows over 4 inches are achieved. If this occurs, the remaining portion of the ABC stone should be augered to the top of subgrade and DCP testing continued in the subgrade soils. DCP test will be terminated if 30 blows in the top one foot of subgrade are achieved.
 - Measurement of any base course materials beneath the pavements and retention of samples to be examined by the geologist.
 - The boreholes will be backfilled up to the original soil subgrade level with hand tamped auger cuttings or select granular soils and the core holes will be patched with hand tamped cold patch asphalt level with the pavement surface.
- ◆ **Engineering Evaluation and Report Preparation** - After completion of the above geotechnical investigation services, S&ME will prepare separate Roadway Recommendations, and PDI reports for the roadway portion of the project. The reports will be in general accordance with Section 400 of NCDOT Guidelines and include pavement design(s). The engineering report and foundation recommendation summary sheet will be sealed by a professional engineer registered in the State of North Carolina.

Investigation Description	Number of Asphalt Core Locations
-L-	4

◆ **Preliminary Pavement Design**

- Provide preliminary pavement design for the pavement on Rutherford Road/Lincoln Street to accommodate the existing and planned development traffic. Pavement design will require inputs for traffic information including truck percentages.
- The Consultant’s geotechnical sub-consultant will provide up to two (2) alternative pavement designs. Pavements will be designed using the AASHTO Guide for Design of Pavement Structures (1993) and in accordance with the most recent version of the NCDOT Pavement Management Unit Pavement Design Procedure. Prepare a pavement design memo with recommended pavement thickness designs. The pavement design memo will be signed and sealed by a professional engineer specializing in pavement design in the state of North Carolina.



◆ Final Pavement Design

- Provide final pavement design for the replacement of the bridge at Lincoln Street. Pavement design will require inputs for traffic information including truck percentages for Lincoln Street. Pavement survey and testing including coring and DCP will be conducted for characterization of the existing pavement distress, pavement layer thicknesses and condition, and subgrade strength. Collected data will be analyzed and calculations performed for required structural overlay and/or other pavement rehabilitation techniques.
- *Final Pavement Report and Recommendations:* The Consultant's geotechnical sub-consultant will provide up to two (2) alternative final pavement designs for Lincoln Street as well as pavement rehabilitation recommendations for the existing pavement on Lincoln Street. Pavements will be designed using the AASHTO Guide for Design of Pavement Structures (1993) and in accordance with the most recent version of the NCDOT Pavement Management Unit Pavement Design Procedure. Prepare a pavement design and existing pavement recommendations memo with recommended pavement thickness designs for the mainline. The pavement design memo will be signed and sealed by a professional engineer specializing in pavement design. Final Pavement Report and Recommendations will include the following:
 - Description of pavement cores condition.
 - List of the present pavement layers, ABC, and treated subgrade.
 - Photos of cores with scale for thickness identification.
 - DCP analysis sheets and graphs.
 - Pavement design analysis sheets.

Exclusions

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal:

- S&ME will only be responsible for our safety and not for the safety of others
- Inspection of repairs or maintenance operations
- Preparation of geotechnical inventory report

CLIENT:
CITY OF CONCORD

CONSULTANT:
STANTEC CONSULTING SERVICES INC

By: _____
City Manager

Date: _____

ATTEST BY:

City Clerk

APPROVED AS TO FORM:

Attorney for the City of Concord

By:  _____

Printed Name: Paul R. Koch

Title: Vice President

Date: 3/2/2022

ATTEST:

BY:  _____

Printed Name: Betsy L. Watson

Title: Senior Principal

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

Signature

**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of August, 2001, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 35 Cabarrus Ave, West, Concord, North Carolina, and STANTEC CONSULTING SERVICES INC., a North Carolina Corporation (herein referred to as "Contractor") located at 801 Jones Franklin Road, Suite 300, Raleigh, North Carolina 27606;

WITNESSETH:

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

Sec. 1. Professional Services to be Provided. The Contractor will provide professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

Sec. 2. Standards of Performance.

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Contractor shall perform or furnish professional administrative, traffic and transportation engineering as outlined in Exhibit "A" and related services in all phases of the Project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the services. The meaning of the term "consultant" shall include "subcontractor." Contractor shall not be required to employ any Contractor consultant unacceptable to Contractor; however, the Contractor shall obtain the City's written approval for each consultant selected. Such approval may be granted by the City Manager or by any duly authorized agent of the City Manager.

D. Contractor and City shall comply with all applicable local, state and federal Laws and Regulations or Standards. Changes made to these requirements subsequent to the City's issuance of the Notice to Proceed may be the basis for modifications to City's responsibilities or to the scope, schedule, and compensation for Contractor's services.

E. City shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. City shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the services of Contractor.

G. Contractor shall guarantee the performance of any consultant hired by, or otherwise relied upon by Contractor and shall assume responsibility for any such consultant's failure to furnish and perform the Work in accordance with this Agreement.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor's agents or employees or any other persons (except Contractor's own employees or consultant's hired by or working directly for the Contractor) at the site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications by the City of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

Sec. 3. Project Site. Reasonable precautions will be taken to minimize damage to the Project Site from the Contractor's activities and use of equipment. The Contractor, well in advance of any testing or site investigation, will research and identify the accurate location of all utilities located on the Project Site including the presence and accurate location of hidden or obscured man-made objects known to the City. Contractor shall take all reasonable precautions to locate any hidden or obscured utilities or other man-made objects which may be on the Project Site, but are unknown to the City.

Sec. 4. Time of Service. The Contractor shall commence work within ten (10) days of the date of its receipt of written Notice to Proceed from the City. The date that is ten (10) days from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within three hundred and sixty-five (365) calendar days of the Commencement Date. The date that is three hundred and sixty-five (365) calendar days from the Commencement Date shall be the "Completion Date." If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A." The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have in law or equity.

Sec. 5. Cancellation for Non-Conformity or Breach.

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the City shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and the Contractor agrees that the City may return part or all of any delivery and may charge the Contractor with any loss or expense sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 6. Insurance and Liability. Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input checked="" type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit "A," and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

For contracts less than \$100,000 –
\$2,000,000 per claim / \$2,000,000 annual aggregate

For contracts over \$100,000 –
\$5,000,000 per claim / \$5,000,000 annual aggregate

Sec. 7. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** on all policies except workers compensation and professional liability, and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 8. Indemnification. To the maximum extent allowed by law, the Contractor shall indemnify and save harmless (but not defend) the City of Concord, officers and employees, from and against all charges to the extent caused by the negligence or intentional misconduct of Contractor or anyone else for whom Contractor is legally liable for, in connection with the Project, except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

Sec. 9. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the City harmless (but not defend) from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof.

Sec. 10. Documents. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the Contractor pursuant to this Agreement, shall be the City's sole property upon full payment of monies owed to the Contractor. The Contractor shall furnish or cause to be furnished to the City any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor for the Project. The documents so provided will remain the property of the City. All documents prepared by the Contractor for the City are subject to public records requirements, and the City will not assume any responsibility for any third party's use of the documents that are produced.

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the City has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the City Manager or a duly authorized representative of the City Manager.

Sec. 12. Strict Compliance. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

Sec. 13. Corporate Status. If the Contractor experiences any change in corporate status whatsoever, including but not limited to incorporation, dissolution or suspension of incorporation, or any change in the status of partnership or sole proprietorship, and the Contractor does not notify the City of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The City may, at its sole option, either declare the Agreement null and void or require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

Sec. 14. Notices.

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Attn: Phillip Graham, PE
City of Concord
P.O. Box 308
Concord, NC 28206

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28206

To the Contractor:

Attn: Betsy Watson
Stantec Consulting Services Inc.
801 Jones Franklin Rd., Suite 300
Raleigh, NC 27606

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services and the termination of this Agreement.

Sec. 16. Miscellaneous.

A. Choice of Law and Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina, and shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

B. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

D. Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

E. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

F. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

G. EEO Provisions. During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. No Third Party Right Created. This Agreement is intended for the benefit of the City and the Contractor and not any other person.

I. Principles of Interpretation. In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

J. Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

L. Limit of Liability. The total amount of all claims the City may have against the Contractor under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the limits of any and all applicable insurance policies. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contractor and not against any of the Contractor's employees, officers or directors.

M. Waiver of Consequential Damages. Contractor's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the City, including but not limited to claims for loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

CITY OF CONCORD:

By: [Signature]
City Manager

Date: August 16, 2021

ATTEST BY:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
Attorney for the City of Concord

(Typed or Printed Legal Name of Consultant)

By: [Signature]
Signature of President/Vice President/Manager/Partner

Printed Name: Paul Koch

Title: Vice President

Date: July 29, 2021

ATTEST:
BY: [Signature]
Signature of Vice President, Secretary, or other officer

Printed Name: Betsy L. Watson

Title: Senior Principal

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

[Signature]
Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and
Stantec Consulting Services, Inc. August 26, dated 2021.

Scope of Services: See attached Proposal dated May 3, 2021.

Fee for Scope of Services:

The fee for services shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for hourly staff time shall be based on the rate schedule provided as part of the letter dated _____. Invoices shall be directed to: City of Concord Attention: Phillip Graham, PE, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; Stantec Consulting Services, Inc will consult with the City for adjustments prior to conducting the work.



Staff Rates for On-Call Transportation Services
 Prepared for the City of Concord, NC
 Thursday, July 29, 2021

Employee Name or Position	2021 Billing Rate
Stantec	
Mayak, Astrid	\$ 115.00
Wilson, Laura	\$ 119.00
Lattimore, Elizabeth	\$ 130.00
Ortman, Erica	\$ 136.00
Hairfield, Jamie	\$ 136.00
Gunnoe, Daniel	\$ 136.00
Starnes, Leah	\$ 136.00
Hennein, Rosi	\$ 136.00
Richardson, Donnie	\$ 143.00
Carpenter, Tony	\$ 143.00
Hambright, James	\$ 143.00
Tong, Pierre	\$ 143.00
Williams, Sam	\$ 143.00
Kelly, Joe	\$ 147.00
Wailer, Derrick	\$ 147.00
Muncey, Regina	\$ 147.00
Ferguson, Matthew	\$ 147.00
Tresohlavy, Timothy	\$ 147.00
Hazel, Katrina	\$ 157.00
Wray, Michael	\$ 157.00
Weller, Jeff	\$ 157.00
Reep, Kellie	\$ 157.00
Briggs, Melvin	\$ 157.00
Harris, Dean	\$ 157.00
White, Ryan	\$ 157.00
Westover, Kelly	\$ 168.00
Peach, Matt	\$ 168.00
Woolard, Jay	\$ 168.00
Sarvis, Dean	\$ 168.00
Overn, Larry	\$ 168.00
Pass, Linda	\$ 184.00
Peper, Heidi	\$ 184.00
Smallwood, Steve	\$ 184.00
Dvorak-Grantz, Andrea	\$ 184.00
Watson, Betsy	\$ 207.00
Rutkowski, Mike	\$ 207.00
JAD Engineering	
Senior ITS/ Traffic Engineer	\$ 195.00
Senior Professional	\$ 175.00
Professional	\$ 155.00
Analyst 2	\$ 135.00
Analyst 1	\$ 115.00
Accountant	\$ 95.00
Mead and Hunt	
Weadon, Roger	\$ 200.00
Sharpless, Carlos	\$ 145.00
Smith, Brad	\$ 130.00
Smith, Jennifer	\$ 130.00
Hinton, Richard	\$ 105.00
Rose, Justin	\$ 90.00

EXHIBIT "B" – NOT APPLICABLE

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____.
4. Employer attests that all subconsultants employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subconsultants subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stantec Consulting Services Inc	
	2 Business name/disregarded entity name, if different from above 	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 13980 Collections Center Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60693	
	7 List account number(s) here (optional) 	

Stantec prefers payment via ACH, please inquire for instructions

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	1		2	1	6	7	1	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Randy Bershaw</i>	Date ▶ 01/05/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

7/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance Company		22276
INSURER B: AIG Specialty Insurance Company		26883
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

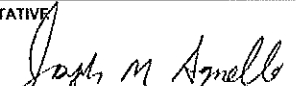
COVERAGES **CERTIFICATE NUMBER:** 17714689 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2020	10/1/2021	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT #: 171002299. PROJECT NAME: ON-CALL TRANSPORTATION SERVICES (SURVEY, PLANNING, ANALYSIS, DESIGN).

CERTIFICATE HOLDER**CANCELLATION** See Attachment

17714689 CITY OF CONCORD 26 UNION STREET SOUTH CONCORD NC 28025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Policy No: 47-EPP-308810 , NO RETROACTIVE DATE
Named Insured: See Attached Certificate
PROFESSIONAL LIABILITY
NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

7/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED STANTEC CONSULTING SERVICES INC. 1415077 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	INSURER A: Berkshire Hathaway Specialty Insurance Company		22276
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

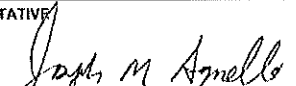
COVERAGES **CERTIFICATE NUMBER:** 17714682 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT #: 171002299. PROJECT NAME: ON-CALL TRANSPORTATION SERVICES (SURVEY, PLANNING, ANALYSIS, DESIGN). CITY OF CONCORD IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

17714682 CITY OF CONCORD 26 UNION STREET SOUTH CONCORD NC 28025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112

STANTEC CONSULTING SERVICES INC.; 1415077



17714682
CITY OF CONCORD
26 UNION STREET SOUTH,
CONCORD, NC 28025

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **17714682**. **You must reference this Certificate ID number in order for us to complete this process.**

- ◆ **Certificate ID: 17714682**
- ◆ **Email: kctsu@lockton.com**
- ◆ **Subject Line: TSU E-Delivery**

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

Please note that after February 2022, printed certificates will no longer be available.

If you no longer need this certificate, please contact us at the email address above, reference the Holder ID number and use this subject line: "Certificate Removal"

NOTE: The above email is a collector email regarding electronic delivery of certificates only. Please do NOT send certificate requests or other insurance inquiries to this inbox as responses will be delayed or missed.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies
Technical Services Unit

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 47-GLO-307584

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY SUCH PERSON OR ORGANIZATION BUT ONLY TO THE EXTENT REQUIRED BY A WRITTEN CONTRACT EXECUTED PRIOR TO THE "OCCURANCE" FOR OFFENSE.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT , EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
47-GLO-307584	5/1/2021	5/1/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820 ; TC2J-CAP-8E087017
(NJ)

NAMED INSURED: SEE ATTACHED CERTIFICATE

**COMMERCIAL AUTO
CA 20 48 10/13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 5/1/2021

SCHEDULE

Name of Person(s) or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10/13

D522021

POLICY NUMBER: TC2J-CAP-8E086819 (AOS); TJ-BAP-8E086820; TC2J-CAP-8E087017
(NJ)

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

**CANCELLATION
30**

NUMBER OF DAYS NOTICE OF CANCELLATION:

**NONRENEWAL
NONRENEWAL: 30**

NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Policy Number: 47-UM0-307585

Commercial Umbrella Liability Insurance Policy

ADDITIONAL INSURED COVERAGE

SECTION V. DEFINITIONS:

8. "Insured" means:

- g.** Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

- (1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and
- (2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
47-UMB-307585	5/1/2021	5/1/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB-3P635310 (AOS); UB-3P533004 (MA, WI)

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**
Notice of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

WHERE REQUIRED BY WRITTEN CONTRACT.

Number of Days Notice: 30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



1 | Cover Letter

May 26, 2021

Mr. Phillip L. Graham, PE
Transportation Director
PO Box 308
Concord, NC 28026-0308
grahamp@concordnc.gov

Reference: Request for Qualifications – On-Call Transportation Services

Dear Mr. Graham,

Stantec is pleased to express our interest in the City of Concord’s On-Call Transportation Services contract. We’re a full-service, On-Call Firm with the experience and innovation to match. We’ve built our practice around serving North Carolina communities to improve transportation infrastructure and mobility. We will work with you to deliver projects on time and within budget, and offer the following Stantec advantages:

Multidisciplined Team of Experts. We are proud of our full-service team that delivers every aspect of the planning and design of transportation projects, from survey to environmental permitting and documentation; roadways and bridges, utility design and coordination; transportation management, signals, ITS, and signing. But *our team does so much more*, we have staff with experience in grant funding and applications, big data, curbside management, automated vehicles, and mobility-as-a-service, to name a few.

Fresh Perspective & Innovation. At Stantec, *we design each project with community in mind* to meet the needs and desires unique to each client and project. Our plans, studies, and designs are innovative and industry-leading, such as the *Davidson Rural Area Plan* (2018 Congress for the New Urbanism Charter Award; Metropolis, City and Town; 2017 NC Chapter of the American Planning Association Outplanning Planning Award, Implementation – Small Community; 2017 Sustain Charlotte – Winner, Land Use), *Appalachian Development Highway System Corridor K* (2021 NAEP Environmental Excellence Award Winner), and *NC-16 Continuous Flow Intersection* (2021 ACEC of NC Grand Conceptor).

Dedicated Municipal Partners. Our project manager and staff have a positive track record of working as extensions of various cities. With on-call contracts in Davidson, Winston-Salem, Greensboro, and Raleigh, we are versed in the nature of municipal on-call task orders and the needs of municipalities. Look no further than the *Old Salem Infrastructure Improvements* project, where we are successfully working to meet the needs of four city departments while managing on-going stakeholder engagement in Winston-Salem’s most high profile residential and tourist area. We’re committed to providing you with high quality and responsive service. You can be confident that when you call us with an assignment, we’ll be able to mobilize a team almost as soon as we hang up the phone.

As you review this submittal, you’ll learn more about the team we’ve assembled to work as an extension of your staff, our experience and expertise. We are excited about the opportunity to work with Concord. Please contact us with any questions regarding this letter.

Sincerely,
STANTEC CONSULTING SERVICES INC.

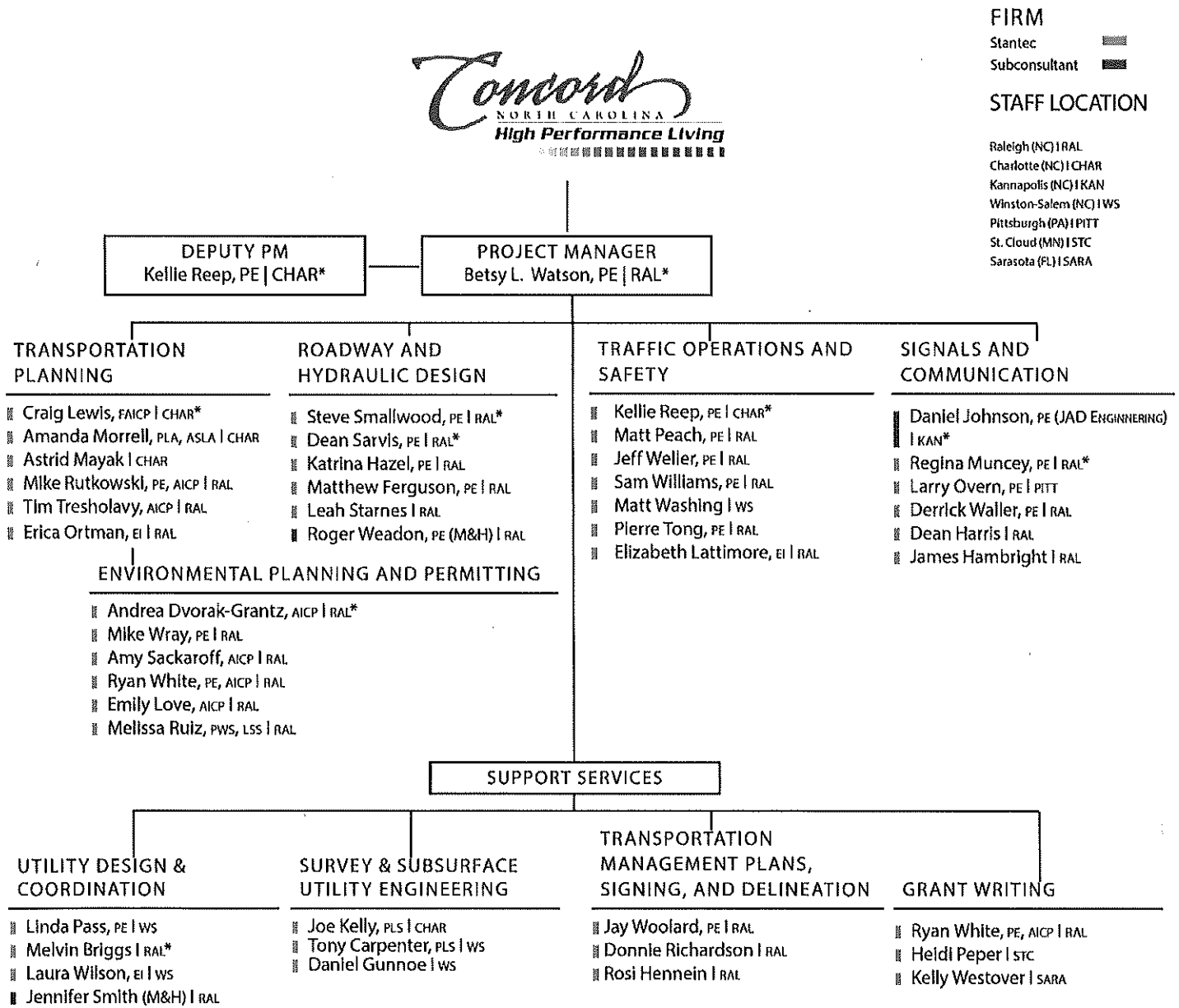
Betsy L. Watson, PE
Senior Principal, Project Manager
919-413-1460 mobile
betsy.watson@stantec.com

Stantec certifies that its employees are not involved in any activity that may constitute a conflict of interest in pursuing this assignment or executing any work for which we may be selected for the referenced project.

2 | Staff Organization

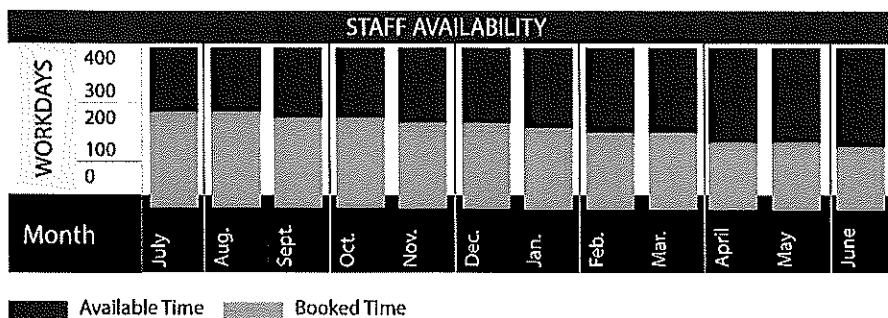
Organizational Chart

Our organizational chart below outlines the personnel assigned to each major discipline team, with the team lead shown with an asterisk (*). Each team lead is an experienced registered PE, AICP, or PLS; in addition, all team leads (and many staff who are not shown as team leads) are qualified Stantec Project Managers and are trained in the Ten-Point Project Management Framework outlined in Section 5. Project Manager Betsy L. Watson will be supported by staff in Charlotte and Winston-Salem, subconsultants JAD Engineering in Kannapolis and Mead & Hunt, and beyond. You can find the office locations for each member of our team noted next to their name on the chart. Titles for key staff are included in the resumes that follow.



Workload Projection

The Stantec team is organized to deliver your project effectively, efficiently, and expeditiously. The Staff Availability chart shows the relationship between the capacity of our project team (in workdays) and their projected workload over the next twelve months. This chart clearly indicates that the Stantec team are available for immediate and sustained commitment to Concord for the full extent of the contract.



Stantec has more than enough resources to successfully deliver this project. The key personnel who comprise our team are available and committed to completing the work within your desired timeframe. If additional resources and staffing are required, we will reach out to a pool of more than 200 Stantec professionals in North Carolina alone.

About Subconsultants

We partner with other professional firms to broaden our available work force and provide the best experience suited to Concord. For the core services identified in this proposal, we partnered with JAD Engineering and Mead & Hunt to lead our Signals & Communication and Hydraulic Design teams, respectively.

If right-of-way acquisition services are needed, our in-house right-of-way and utility coordinator, Melvin Briggs, will engage with one of several right-of-way firms that we're accustomed to working with. Melvin will serve as a liaison between the City, the Stantec design team, and the right-of-way firm. This has proven to be a major value-add on projects and has streamlined the process of ROW acquisition and utility coordination.

JAD ENGINEERING, PC

JAD Engineering, PC (JADE) is a Small Professional Services Firm (SPSF) focused on the delivery of technology solutions in transportation. With over 17 years of experience in public and private sector services, our goal is to partner with clients for the design, implementation, and operation of traffic signals, signal systems, and Intelligent Transportation Systems. We specialize in the advanced application of traffic signal cabinets, controllers and detection systems, signal timing, traffic operations, special event active traffic management, communications, CCTV, DMS, and transit signal priority.

JAD Engineering, PC
 Daniel A. Johnson, PE, President
 PO Box 243, Kannapolis, NC 28082
 daniel.johnson@jad-engineering.com
 (704) 796-7649

Mead & Hunt

EXPERIENCE EXCEPTIONAL

Mead & Hunt provides an innovative, collaborative approach to stormwater management, striving to mimic the natural hydrologic cycle within the built environment for a more sustainable and resilient system. Leveraging our strong analytical capabilities, extensive funding and permitting knowledge, and robust communication skills, clients are offered clear, effective stormwater solutions so you can select a path forward that works for your community.

Mead & Hunt
 Roger Weadon, PE, Project Manager
 111 E. Hargett St, Raleigh, NC 27601
 roger.weadon@meadhunt.com
 (919) 714-8670

Resumes of Key Personnel



BETSY L. WATSON PE

Senior Principal | Raleigh

Role: Project Manager

Education: BS Civil Engineering

Registration: PE-NC

Betsy has 23 years of experience in transportation and traffic engineering design (7 years with NCDOT, including 5 years in the Signal Design Section and 2 years as a design squad leader in the Work Zone Traffic Control Unit.) Her project experience includes the spectrum of transportation design, including reduced conflict intersections, roundabouts, Diverging Diamond Interchanges (DDI), interstate widening, urban widening, and rural & urban intersection safety improvements. As a project manager, she focuses on client contact, quality control, and design team leadership.

- U-6241, Main Street Improvements | Rolesville, North Carolina (LAPP project) (Project Manager for full turnkey design services)
- U-6084, Riverbend Continuous Flow Intersection | Charlotte, North Carolina (Engineer of Record for Signing & Delineation; Independent Reviewer for signal design)
- R-2307B, NC 150 Widening | Mooresville, North Carolina (Project Manager; Engineer of Record for Signing & Delineation)
- R-3300B, Hampstead Bypass | Pender County, North Carolina (Engineer of Record for Signing & Delineation)
- U-0071, East End Connector | Durham, North Carolina (Project Manager; Engineer of Record for Signing & Delineation)



CRAIG LEWIS FAICP, LEED AP

Senior Principal | Charlotte

Role: Planning

Education: BA Political Science, Master of Public Administration

Registration: Fellow AICP

Craig is co-leader of Stantec's Urban Places – Planning and Urban Design North American practice. For more than 25 years, his national, award-winning work has produced billions of dollars in vibrant, urban investment across North America to produce places that are more livable, equitable, sustainable, and lovable. His practice spans the range of city planning, urban design, placemaking, neighborhood design, active transportation, form-based codes, and smart mobility. He is also a signatory on the Charter of the New Urbanism.

- Swamp Rabbit Trail Extension Area Master Plan | Greenville, SC (Principal-in-charge and project manager)
- Davidson Rural Area Plan | Davidson, NC. (Principal-in-charge and project manager)
- Comprehensive Neighborhood Improvement Program | Charlotte, NC (Senior advisor and urban designer)
- On-Call Planning and Urban Design Services | Spartanburg, SC (Principal-in-charge and project manager)
- North Myrtle Beach Comprehensive Plan | North Myrtle Beach, SC (Principal-in-charge)
- Apex Downtown Master Plan and Parking Study | Apex, NC (Project director)



KELLIE REEP PE

Transportation Engineer | Charlotte

Role: Deputy PM, Traffic Operations

Education: BS Civil Engineering

Registration: PE-NC

Kellie has 12 years of transportation engineering experience. She previously worked for NCDOT Congestion Management. She has been involved in large corridor studies throughout the Carolinas, several of which involved alternative intersection designs. She performs traffic analyses for freeway and arterial corridor studies, design-build projects, Traffic Impact Analyses (TIAs), and planning projects. She is proficient in microsimulation modeling (VISSIM and TransModeler), capacity analysis (Synchro), safety analysis (NCDOT's TEAAS software), and signal design.

- Northeast Georgia Healthcare System Parking Study | Gainesville, GA (Traffic Engineer)
- Fatal Slip Crash Analysis | Statewide, NC (Traffic Analyst)
- NCDOT SPOT 4.0, 5.0, 6.0 Prioritization Analysis (Project Manager)
- U-3415A Poplar Tent Road Widening and Intersection Improvements | Concord, NC (Traffic Engineer)
- New Hill Place Superstreet Signal Design | Holly Springs, NC (Lead Signal Designer)
- Capital Boulevard Superstreet Feasibility Study | Raleigh, NC (Traffic Engineer)
- Havelock (US 70) Bypass EIS Traffic Analysis | Havelock, NC (Traffic Engineer)



ANDREA DVORAK-GRANTZ AICP

Principal | Raleigh

Role: Environmental

Education: BS/MS Biology

Registration: AICP

Andrea has 23 years of planning experience and has led many multi-discipline transportation projects throughout the Carolinas. Her experience includes project management, transportation planning, National Environmental Policy Act (NEPA) environmental documentation, public involvement, and agency coordination. She has prepared federal and state Environmental Impact Statements (EIS), Environmental Assessments (EA), and Categorical Exclusions (CE).

- US 64 Widening Improvements | Shelby, NC (Contract Manager/ QA/QC)
- Brawley School Road Widening | Iredell County, NC (Project Manager)
- Rigsbee Road Realignment Categorical Exclusion | Durham, NC (Senior Scientist)
- NC 150 Widening | Catawba and Iredell Counties, NC (Project Manager)
- US 17 Median Improvements | Horry County, SC (Senior Scientist)



DANIEL A. JOHNSON PE

Senior ITS/Traffic Engineer | Kannapolis

Role: Signals and Communication

Education: BS Electrical Engineering

Registration: PE-NC

Daniel has 17 years combined public service and private consulting experience. He works as an Electrical Engineer within the transportation industry, experienced in the design, construction, operation, and maintenance of arterial traffic signals, ramp meters, and intelligent transportation systems (ITS). David has specialized experience in advanced applications of traffic signals, signal timing and optimization, DMS, CCTV systems, vehicle detection systems, wrong way driver systems, fiber optic and wireless communications, and networking. He directly with state and local government staff providing technical knowledge, support, and direction in the selection, implementation, and utilization of traffic signal and ITS solutions.

- On-Call Traffic Signal and ITS Staff Support Contract | Concord, NC
- U-5522, Concord ITS Project for Signal and ITS Communications, DMS, and CCTV Upgrades | Concord, NC
- City of Concord Signal Shop Design Project – Traffic Management Center, Server Room, and Video Wall | Concord, NC
- Econolite Centracs Project Experience (10 Years) | City of Concord, NC; Miami-Dade Co., FL; City of Richmond, VA; City of Nashville, TN
- I-5507, I-485 Express Lanes Design-Build – Traffic Signal, ITS, and Tolling Design | Charlotte, NC
- R-2828, NC 540 Expressway Design-Build – Traffic Signal, ITS, and Toll-ing Design | Raleigh, NC
- WeGo/Metro Transit Authority CE&I Services: Implementation of Econolite’s Center to Center Transit Signal Priority System | Murfreesboro Pike Corridor, Nashville, TN



REGINA MUNCEY PE

Transportation Engineer | Raleigh

Role: Signals and Communication

Education: BS Civil Engineering

Registration: PE-NC

Regina has 13 years of experience in transportation and traffic engineering design. Her project experience includes traffic control including bridge maintenance, lane closures, road closures, on-site and off-site detours; signal design, signal communication and signal timing analysis and implementation plans; experience with Synchro, roadway design, safety analysis, signing, pavement marking, and project management.

- Alamance Church Road Traffic Control, Signing, and Pavement Marking Plans | Greensboro, NC (Transportation Engineer)
- NCDOT I-5506 Aviation Parkway Signal Design | Cary, NC (Transportation Engineer)
- Parkside Town Commons Mixed-Use Development - NC 55 Improvements Signal Design | Cary, NC (Transportation Designer)
- Holly Springs Town Center Mixed-Use Development – NC 55 Bypass Signal Timing | Holly Springs, NC (Transportation Designer)
- Raeford Road Signal Design | Fayetteville, NC (Transportation Engineer)
- NC 16 at Mount Holly Huntersville Rd CFI Traffic Control and Signal Design | Charlotte, NC | (Transportation Engineer)



STEVE SMALLWOOD PE
 Senior Transportation Engineer | Raleigh
 Role: Roadway
 Education: BS Civil Engineering
 Registration: PE-NC

Steve brings 30 years of transportation design and management experience in state government and the private sector. Steve worked in NCDOT Roadway Design, PDEA and the Division for 10 years before transitioning to the private sector. His areas of expertise include innovative design solutions, quality control and assurance, and project management. Steve used his experience to develop and teach guardrail design classes to remain current on technical advancements. In addition, he was part of a team that developed and taught context sensitive solution classes when NCDOT was one of the first states to recognize that highways have impacts beyond commuting.

- US 70 Interchange Improvements | Johnston County, NC (Project Engineer)
- Macon Intersection Improvements | Macon County, NC (Project Engineer)
- Booker Dairy Road | Johnston County, NC (Project Engineer)
- US 441 Bus/Wayah Street Roundabouts | Macon County, NC (Project Manager)
- Franklin Street and Brewer Lane Pedestrian Improvements | Orange County, NC (Project Manager)
- SSS High School Entrance Improvements | Johnston County, NC (Project Manager)



DEAN SARVIS PE
 Senior Transportation Engineer | Raleigh
 Role: Roadway
 Education: BS Civil Engineering
 Registration: PE-NC

Dean has more than 30 years of experience including feasibility studies, functional and preliminary corridor alignment evaluations, and preliminary right-of-way and final plans. Dean's projects range from bridge replacement designs and rural and urban widenings, including superstreets, to new location interstates and interchanges, including diverging diamonds. Other responsibilities include project management and developing CADD standards. Dean previously worked for 7 years in the NCDOT Roadway Design Unit's CADD support group.

- Kildaire Farm Road Resurfacing and Superstreet Alternatives | Cary, NC (Project Engineer)
- NC 55 Holly Springs Mixed Use Development - Preliminary Design | Wake County, NC (Project Engineer)
- Poplar Tent Road Superstreet Design | Cabarrus County, NC (Project Engineer/Project Manager)
- Murrow Boulevard Cost Estimates and Preliminary Design | Guilford, NC (Project Engineer/ Project Manager)
- R-5000 NC 116 Traffic Maintenance Plans | Jackson County, NC (Project Engineer)
- R-2561 87 Alternatives & Superstreet Design, Access Management | Bladen and Columbus Counties, NC (Project Engineer)



MELVIN BRIGGS
 Senior Utility Coordinator | Raleigh
 Role: Utility and ROW Coordination
 Education: BBA Business Management
 Registration: Real Estate Broker-NC

Melvin has 28 years of experience in both private and state government focusing on Right-of-Way acquisition, Utility Coordination and telecommunication facility siting, construction, and leasing. His range of experience includes the preparation of utility relocation estimates, establishing and coordinating utility easement needs for a variety of utility facility owners (Duke Energy, Spectrum, Level 3, AT&T, Dominion Power, and Google Fiber, among others), and preparing and processing encroachment agreements (state and municipal). Melvin enables effective coordination between intra-project disciplines for the timely resolution of utility conflicts, offers extensive knowledge of local and county GIS systems and other public land research tools, and leads post let utility coordination and relocation scheduling.

- R-3300B, Hampstead Bypass | Pender County, North Carolina (Utility/ROW Coordinator)
- Brawley School Road Widening | Iredell County, NC (Utility/ROW Coordinator)
- US-74 Shelby Bypass | Shelby, North Carolina (Utility/ROW Coordinator)
- SC 9 Feasibility Study | Chesterfield County, South Carolina (Utility/ROW Coordinator)
- Palmetto Railways Camp Hall Rail Design-Build | Ridgeville, South Carolina (Utility/ROW Coordinator)
- U-6241, Main Street Improvements | Rolesville, North Carolina (LAPP project) (Utility/ROW Coordinator)

3 | Project Experience

We selected the following projects as most representative of our full-service firm, exceptional project delivery, and innovative work. These projects share many common threads with those that may be assigned under this on-call contract, such as small area plans, on-going signal system service and upgrades, traffic studies, environmental studies and permitting, and turn-key design services for bridges, roads, and multi-modal facilities.

ROLESVILLE MAIN STREET VISION PLAN AND LAPP, ROLESVILLE, NC

Funding: Locally Administered Projects Program; Federal & local match

Key Staff: Betsy Watson (PM); Mike Rutkowski (Planning), Amanda Morrell (Landscape Design); Andrea Dvorak-Grantz, Amy Sackaroff (Environmental); Steve Smallwood, Katrina Hazel (Design); Melvin Briggs (ROW and Utility Coordination); Jay Woolard (TMP); Matt Peach, Jeff Weller (Traffic Analysis); Regina Muncey, Derrick Waller, Dean Harris, and James Hambricht (Signals)

Duration: 2018-ongoing

References:

Shelby Powell, CAMPO Deputy Director
421 Fayetteville St., Suite 203
Raleigh, NC 27601

919-996-4400; shelby.powell@campo-nc.us

Kelly Arnold, Rolesville Town Manager
PO Box 250

Rolesville, NC 27571

919-556-3506; kelly.arnold@rolesville.nc.gov

“ THE ROLESVILLE MAIN STREET CORRIDOR STUDY HAS BEEN A VERY SUCCESSFUL PROJECT. THE STANTEC TEAM WAS VERY RESPONSIVE IN WORKING WITH A HIGHLY ENGAGED PUBLIC, AND REALLY WORKED HARD TO DEVELOP RECOMMENDATIONS THAT WERE CONTEXT SENSITIVE FOR THE COMMUNITY. RECOMMENDATIONS WERE PRESENTED IN A WAY THAT MAKES SENSE FROM A STAGED IMPLEMENTATION APPROACH. I LOOK FORWARD TO WORKING WITH THE TOWN TO HELP REALIZE THE VISION THROUGH IMPLEMENTING THESE PROJECTS IN YEARS TO COME. — SHELBY POWELL, CAMPO DEPUTY DIRECTOR

PROJECT SUMMARY: The opening of the US 401 Bypass removed traffic from Business US 401 (Main Street) through the heart of Rolesville. This presented an opportunity for Rolesville to create a main street that would encourage economic development and a sense of community. As part of a CAMPO project, Stantec created a Main Street Vision Plan that outlined a multi-modal concept for US 401 Business/Main Street from the US 401 Bypass to Young Street. The Town of Rolesville subsequently engaged Stantec to assist in the preparation of a Locally Administered Projects Program (LAPP) grant to realize this vision. Stantec prepared preliminary roadway and landscape designs and cost estimates, presented to Town council and CAMPO, and held numerous stakeholder meetings as part of the LAPP application process. Stantec also performed topographical surveys, environmental surveys, and prepared a draft categorical exclusion environmental document as part of this work. The LAPP application was successful and Stantec is currently providing turn-key design services to produce plans, specifications, and estimates for an anticipated let in late 2021.



DAVIDSON RURAL AREA PLAN, DAVIDSON, NC

Funding: Municipal

Key Staff: Craig Lewis (Project Manager) and Amanda Morrell (Urban Designer)

Duration: 2015-2016

Reference:

Trey Akers, AICP, LEED AP BD+C

Senior Planner

Town of Davidson

216 S. Main St.

Davidson, NC 28036

704-940-9634; takers@townof davidson.org

PROJECT SUMMARY: How does a college town with walking and biking as a core ethic also preserve open space without creating auto-dependent sprawl? For two decades, the Town of Davidson has attempted to preserve half of the 3,200 acres of land outside its current town limits in the face of increasing pressure. Using a highly interactive public planning process and development framework built on walkability, Stantec, broke through a long running dispute between landowners and town officials about how best to manage growth. The plan involves the extension of sewer to manage growth, the identification of two new neighborhood centers to serve as walkable destinations for the surrounding neighborhoods, the protection of cultural and ecologically important lands and waterways, and the creation of compact, walkable neighborhoods that extend the built form of the town by one mile and achieve the goal of preserving half of the land as protected open space.

COMPREHENSIVE NEIGHBORHOOD IMPROVEMENT PROGRAM,
CHARLOTTE, NC

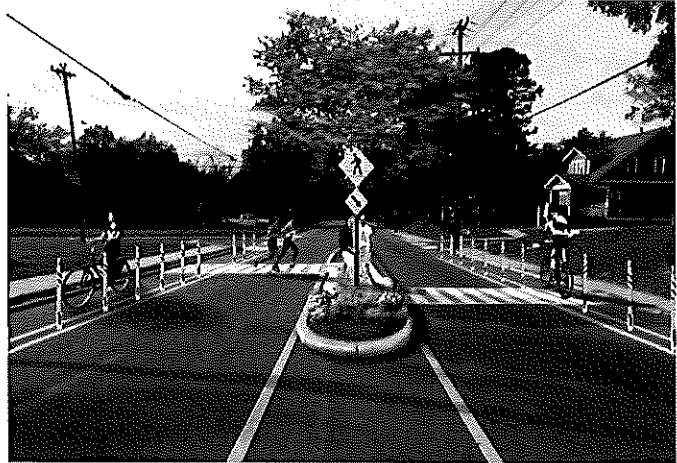
Funding: Municipal

Key Staff: Mike Rutkowski (Project Manager); Erica Ortman (Planning);
Kellie Reep (Traffic Analysis); Steve Smallwood and Jay Woolard
(Design)

Duration: 2014-2021

Reference:

Lamar Davis, MPA
City of Charlotte Neighborhood Services
600 E. Trade St.
Charlotte, NC 28202
704-315-7609; fldavis@charlottenc.gov



PROJECT SUMMARY: As the City of Charlotte continues to grow and develop, individual areas in the city face increasing competition for city investment. Some areas, such as the West Trade/Rozzelles Ferry area, a historic, predominantly African American neighborhood near downtown, have experienced years of underinvestment. This area was selected as a CNIP project due to its potential to achieve a high level of community impact. Stantec's team of planners, engineers, and landscape architects was retained by the city to provide community planning, transportation, and urban design expertise, based on Stantec's history of successful planning projects in areas both large and small. The project included a substantial public outreach effort, a market analysis, and a charrette, as well as an examination of previous plans and resulted in a formalized list of recommended projects and a Comprehensive Community Investment Strategy document.

Overall, this project created a cohesive blueprint, and timeline as well as cost estimates for improvements in the West Trade/Rozzelles Ferry area. As a project that is long overdue, Stantec's plan provided the framework for a community to capitalize on the proximity to Uptown Charlotte going forward. Stantec remains committed to our client: our staff is now supervising several design projects that came directly from these CNIP plans. Ultimately intended to improve quality of life for residents of Charlotte, the Charlotte Neighborhood Improvement Program (CNIP) seeks to address significant infrastructure deficiencies, while also strengthening neighborhoods, providing transportation choices, and promoting economic opportunity.

DOWNTOWN CONCORD PARKING STUDY,
CONCORD, NC

Funding: Municipal

Key Staff: Timothy Tresohlavy (Project Manager and Planner)

Duration: 2020-2021 (4 months)

Reference:

Steve Osborne
City of Concord
PO Box 308
Concord, NC 28026-0308
704-791-4904; osbornes@concordnc.gov



PROJECT SUMMARY: Downtown Concord is primed to add 400 residential units in the next two years and more than 500k square feet of redevelopment. City staff understood the assumptions from their 2015 Downtown Parking Study needed an update to reflect current growth, and re-project 5+ years into the future.

Stantec was tasked with documenting the magnitude of change that had occurred to the City's parking supply, quantifying future parking demand, and amending the Downtown Parking Study, which would then inform its concurrent Downtown Master Plan. Downtown has added nearly 300 parking spaces since 2015, offsetting the loss of five smaller parking lots. Our analysis found that existing surplus will effectively be cut in half within the next five years once current development projects are constructed. Several parking management strategies were presented, such as public-private shared parking agreements, a parking ambassador program, and a comprehensive wayfinding / restriping initiative, to balance the use of low-priority parking areas while delaying the need to construct new supply.

APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM CORRIDOR K (A-0009), GRAHAM AND CHEROKEE COUNTIES, NC

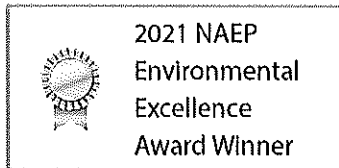
Funding: State and Federal

Key Staff: Amy Sackaroff (Project Manager); Andrea Dvorak-Grantz, Emily Love, and Melissa Ruiz (Environmental); Kellie Reep, Matt Peach, and Sam Williams (Traffic Analysis)

Duration: 2015-2021

Reference:

Wanda Austin, PE
253 Webster Road
Sylva, NC 28779
828-586-2141; whaustin@ncdot.gov



PROJECT SUMMARY: Stantec prepared a NEPA Supplemental Environmental Impact Statement and preliminary roadway designs for Appalachian Development Highway System (ADHS) Corridor K in 2008 and is completing final project work associated with the project's restart in 2015. Our efforts included the development and implementation of an integrated planning process centered on engagement and collaboration with local officials, environmental stakeholder groups, and the public while guiding the project through the NEPA/404 Merger Process.

Stantec prepared a Community Impact Assessment, Indirect and Cumulative Impact Assessment, Visual Impact Assessment, Natural Resources Technical Report (NRTR), Biological Evaluation, Environmental Assessment, and Finding of No Significant Impact. In addition to assessing federally threatened and endangered species, surveys for botanical, terrestrial and aquatic species were undertaken for the Forest Service Sensitive and Forest Concern species and a Biological Evaluation document was completed. Our team also developed a 3D viewer to assess the project for visual impacts from viewpoints along the Appalachian Trail and a GIS crowdsourcing application that allows team members to share feedback on proposed designs and study corridors.

U-5522, CITY OF CONCORD ITS PROJECT, CONCORD, NC

Funding: Federally Funded with 20% local match

Key Staff: Daniel Johnson (Project Manager and Senior ITS Designer)

Duration: 1.5 years

Reference:

Andrei Dumitru, PE
City of Concord
PO Box 308
Concord, NC 28026-03308
704-920-5377; dumitrua@concordnc.gov

PROJECT SUMMARY: JAD Engineering (JADE) provided intelligent transportation systems design services to the City of Concord for the expansion and advancement of the City's traffic signal and arterial ITS systems. JADE developed design plans and specifications for the installation of 16 miles of overhead and underground fiber optic communication cable, fiber optic splice plans, utility make ready plans, the installation of 25 CCTV cameras, 22 locations for the City's Wi-Fi vehicle tracking system, and five locations for the installation full color, full matrix dynamic message signs (DMS) mounted on either full gantry or pedestal structures. JADE also developed an updated IP network architecture featuring a future ready IP address and VLAN scheme, layer 3 switch interconnect strategy for redundancy, and a two-phase network implementation plan with initial integration with the existing Traffic Management Center (TMC) and future integration with the new TMC located in the future Traffic Signal Division maintenance facility.

POPLAR TENT ROAD INTERSECTION IMPROVEMENTS, CONCORD, NC

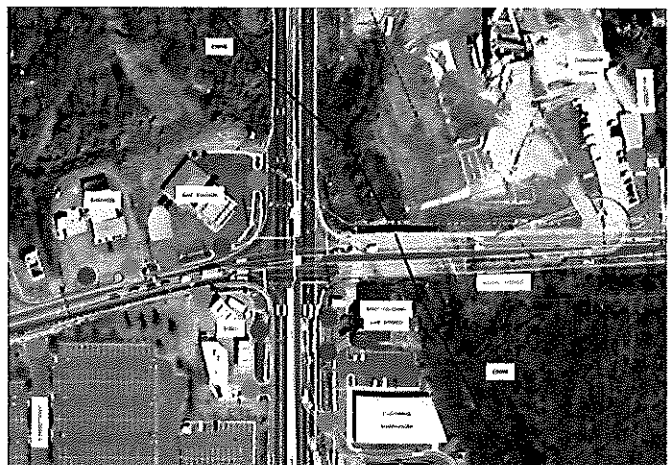
Funding: Federal and State (CMAQ)

Key Staff: Betsy Watson (Project Manager); Andrea Dvorak-Grantz (Environmental); Kellie Reep (Traffic Analysis)

Duration: 2010-2014 (planning and design), 2019-2020 (design support during construction)

Reference:

Sue Hyde, PE
City of Concord Engineering Director
PO Box 308
Concord, NC 28026-03308
704-920-5401; hydes@concordnc.gov



PROJECT SUMMARY: Stantec provided full design services for the improvement of the intersection of US 29 at Poplar Tent Road in Concord, NC. For this intersection we employed a modified superstreet design wherein left turns are restricted with effective signing and geometry as opposed to concrete islands. As part of our design, we value-engineered a solution that avoided modification of structures on 2 legs of the intersection to fit within the project budget, which consisted of state and federal funds. To ensure that all property owners and stakeholders were involved in the process, Stantec held a public workshop as part of the environmental component of the work. Our scope also included the preparation of a Categorical Exclusion and air quality and noise studies.

**NC 16 CONTINUOUS FLOW INTERSECTION (U-6084),
MECKLENBURG COUNTY, NC**

Funding: Private

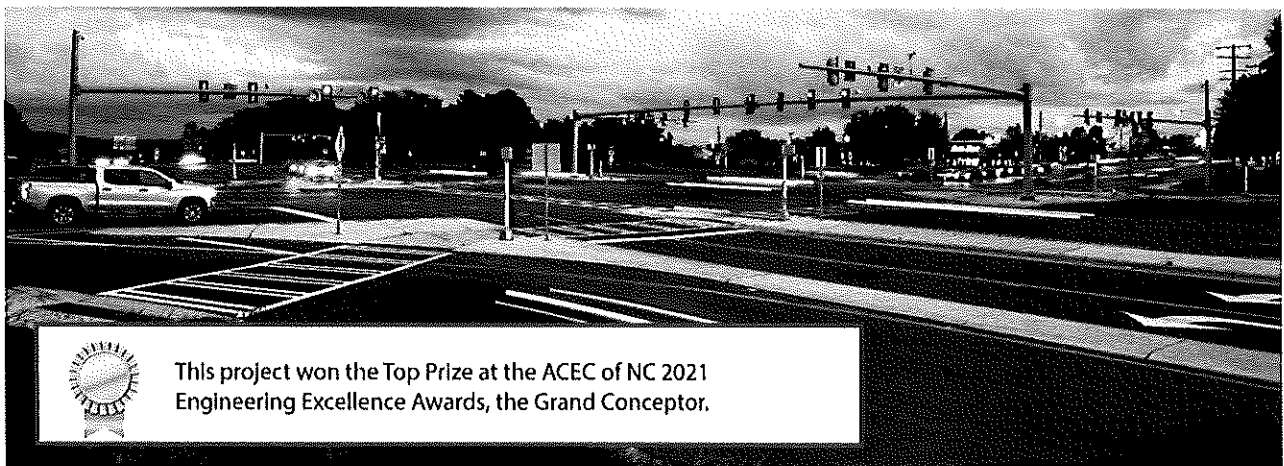
Key Staff: Dean Sarvis (Project Manager); Betsy Watson, Jay Woolard, and Rosi Hennein (TMP & Signing); Matt Peach (Traffic Analysis); Regina Muncey, Larry Overn, and Dean Harris (Signals & Communication)

Duration: 2018-2019

Reference:

Sean Epperson, PE
NCDOT Division 10
716 W Main St.
Albemarle, NC 28001
704-983-4400; smepperson@ncdot.gov

PROJECT SUMMARY: Stantec partnered with Simpson Commercial Real Estate, the City of Charlotte Department of Transportation (CDOT), and NCDOT to design North Carolina's first Continuous Flow Intersection (CFI) at the intersection of NC 16 Brookshire Boulevard and Mt. Holly-Huntersville Road in Charlotte. As part of our full turn-key design and project management services, Stantec coordinated among all project partners and stakeholders to drive the project schedule and ensure successful completion of design deliverables and approvals. In addition to roadway design plans, Stantec prepared a complete Transportation Management Plan (TMP) to convert the intersection to CFI operation while maintaining significant vehicular traffic as well as safe pedestrian movements during construction; fully vetted signing and delineation plans to make sure the traveling public fully understood the new pattern; and a Signals & Communications plan package including ten temporary signal designs with electrical details.



“ STANTEC WAS VERY GOOD TO WORK WITH IN THIS PROCESS BOTH RESPONDING TO REQUESTS QUICKLY AND HANDING ISSUES PROPERLY AND IN A TIMELY MANNER AS THEY CAME UP. THE NCDOT HAS BEEN VERY HAPPY WITH THE PROJECT NOW THAT IT IS ON THE GROUND AND WE HAVE GOTTEN MANY COMPLIMENTS FROM CITIZENS WHO ARE HAPPY WITH THE REDUCED DELAY AND QUEUING THAT THIS PROJECT HAS PROVIDED. — SEAN EPPERSON, PE, NCDOT PROJECT MANAGER

DAVIDSON COMMONS EAST HOTEL TIA, DAVIDSON, NC

Funding: Municipal

Key Staff: Kellie Reep (Project Manager and Traffic Analysis)

Duration: 2016-2017

Reference:

Jason Burdette, AICP
Planning Director
Town of Davidson
216 S. Main Street
Davidson, NC 28036
704-940-9621; jburdette@townofdavidson.org

PROJECT SUMMARY: A proposed hotel in the Town of Davidson was expected to generate substantial traffic, and the Town wanted to proactively plan for future growth. Stantec provided a Transportation Impact Analysis for the intersection of Griffith Street and Davidson Gateway Drive. Our scope consisted of trip generation for the subject property and two approved developments which did not have traffic studies. We applied a multi-modal reduction factor due to the adjacent developments within walking distance of the hotel. Additionally, we applied internal capture rates to account for the walkable nature of the area and internal destinations. Our team calculated multi-modal levels of service for pedestrian, bicycle, and transit modes. Although impacts to vehicular traffic were limited, we made recommendations to improve and/or encourage use of pedestrian, bicycle, and transit facilities in the project area. Our recommendations included upgrading or adding a bus stop, improving access to and from existing bus stops, and a hotel bike share or transit pass voucher for guests to use during their stay.

**SWAMP RABBIT TRAIL EXTENSION MASTER PLAN,
GREENVILLE, SC**

Funding: Municipal

Key Staff: Craig Lewis (Project Manager) and Amanda Morrell (Urban Designer)

Duration: 2019-ongoing

Reference:

Kevin Howard
City of Greenville, SC
206 S. Main St.
Greenville, SC 29601
864-467-5723; khoward@greenvillesc.gov



PROJECT SUMMARY: The Prisma Health Swamp Rabbit Trail is a 22-mile greenway system routed between the City of Greenville and Travelers Rest. The system boasts 500,000+ annual users and clearly reaches its goals of providing active transportation alternatives while simultaneously promoting economic vitality in the region. The Prisma Health Swamp Rabbit Trail Extension is a planned 4.5-mile extension on an abandoned rail bed that begins at Cleveland Park on the edge of downtown Greenville and extends southeast to Clemson University's International Center for Automotive Research. We worked with the city to create an area master plan that promotes connectivity and access to the future trail from surrounding neighborhoods, including a detailed look at the challenging parallel corridor of Laurens Road. As the prime consultant, we also explored parcel-level redevelopment opportunities that included adaptive re-use of derelict sites and buildings while trying to preserve housing and economic diversity in the corridor. The vision was developed with stakeholders, focus groups, and the public to establish how the community would like to grow and engage with the trail. The team and community created a plan that promotes walkable density and respects the trail as a "Main Street". Our team also authored a companion document, the Swamp Rabbit Trail Extension Design Guidelines, to ensure quality redevelopment of the area into a vibrant, walkable community. The trail extension opening is anticipated for Spring 2022, and the master plan positions the area to take full advantage of the economic impacts this public investment will bring.

**OLD SALEM INFRASTRUCTURE IMPROVEMENTS,
WINSTON-SALEM, NC**

Funding: Municipal

Key Staff: Linda Pass (Project Manager) and Matt Washing (CA/CO RPR)

Duration: 2015-ongoing

Reference:

Toneq' McCullough, PE
City of Winston-Salem, NC Director of Transportation
PO Box 2511
Winston-Salem, NC 27102
336-747-6867; toneqm@cityofws.org



PROJECT SUMMARY: Stantec provided inventory and condition assessments, community engagement, conceptual design, and final design services for this project. Stantec incorporated the ideas and concerns gathered through public and stakeholder meetings to develop a one-of-a-kind approach to historic streetlights, flexible pavements, granite curbing replacement, structural soil tree pits, and underground utility replacement. The project also included bidding services, contract negotiations to bring the project under budget, construction administration, and construction observation. Project completed within scope, budget, and schedule.

4 | Core Services

Roads and highways do more than just pave the way. They get us where we need to go and they bring us all together. Whether we're designing in a rural environment, neighborhood, or a busy business district, our transportation work is truly part of the community. The success of a project is often judged on how well it meets community needs rather than on technical design alone. Therefore, our mission is always to identify the best solution that combines innovation, solid technical design, and public needs. Whether that's constructing a new roadway, improving existing infrastructure, or planning new public spaces, we don't just do the design right – we find the right design to meet the current and future needs of the community.

We understand that this contract could address a wide range of projects and/or individual tasks. The following paragraphs summarize our capabilities to perform the core services.

Holistic Transportation Planning.

Having worked on a multitude of planning and design projects in NC, we are familiar with the challenges and opportunities in multimodal transportation planning. Our planning philosophy is simple and holistic – begin with the end in mind, from planning to design to construction. *We formulate concepts and ideas and turn them into a one-of-a-kind reality.* Key to turning planning projects into construction is to create a connection between people in the study area and the plan and its outcomes. One of our previous plans (*Durham Pedestrian and Bicycle Master Plan*) had over 7,000 comments of interaction from the general public!

In 2019, Stantec completed a year-long Complete Streets corridor plan for *Hal Greer Complete Streets Corridor Study, Huntington, West Virginia* that created a new community vision for this corridor and has transitioned effectively into the final engineering design phase (ongoing). Similarly, our *Rolesville Main Street Corridor Study* and *Shelby Complete Street Design* projects began as planning-level corridor studies before securing funding for design and construction.

The Stantec planning team is interdisciplinary, with experts in long-range planning, multi-modal planning, bike/ped studies, Complete Streets studies, safety and small area plans, community outreach, Smart Mobility, place-making, urban design, final design, and funding. In fact, this team has completed over 40 Comprehensive Transportation Plans and Long Range Transportation Plans (LRTPs) within the past 10 years alone.

Stantec has a track record for completing projects with a quick turnaround or short schedule, especially those projects that have fiscal constraints. We will work with you and your staff to develop a detailed **Project Work Plan** and **Milestone Schedule** to ensure the project is completed on time and within budget. We recently completed two separate LRTPs (SPATS LRTP and Cleveland TN MPO – LRTP) within a tight 4 - 5 month timeframe. Both plans required financial and fiscal constraint to meet federal and state MPO requirements. This included extensive public outreach and multimodal elements for bike, ped, transit, freight, and vehicles. In the end, each MPO adopted the LRTP within the federal deadline. Just see what our client had to say:

"I just want to commend the efforts of Stantec and my staff for moving this project forward so rapidly. Well done!"

- Bob Harkrader, Spartanburg/SPATS MPO Planning Director

Project Planning & Development.

We understand that functional and conceptual designs can be an important component in determining what projects to fund and their success in reaching final design and construction. Since 2015, Stantec has maintained an on-call contract with the NCDOT Feasibility Studies Unit. During this time, we have developed planning studies, traffic analyses, and conceptual designs for many feasibility studies across NC. In addition we have prepared numerous functional designs, sometimes for multiple route alternates, for projects as part of the NEPA documentation process.

Our work on these projects entails data collection, roadway design, traffic analysis, crash analysis, environmental screening, and cost estimating for programming purposes and/or further analysis under the National Environmental Policy Act (NEPA). For example, our work includes a feasibility study for the widening of I-40 between Asheville and Black Mountain. This project involved careful consideration of aesthetic treatments in the vicinity of Biltmore Estate, the Blue Ridge Parkway, and several bike and pedestrian accommodations along the interstate corridor.

Through our collaborative planning and design process, we have secured funding commitments towards implementation during the planning phase. Capitalizing on momentum during a planning project helps lead to the implementation phase. Ryan White, Grant Writing lead, has prepared TIGER, FASTLANE, and INFRA grant application for a variety of clients including NCDOT and the City of Charlotte. Ryan White led the development of the 2015 TIGER VII Grant Application for the Charlotte Gateway Station which received a \$25 million award. This value-added resource

enables us to navigate the multitude of funding resources to find the best opportunities, so we can help make your transportation goals a reality.

Environmental Documentation.

Our team understands that each project will require specific attention to the potential social, economic, and environmental impacts of the proposed transportation project. In addition to preparing NEPA Environmental Impact Statements (EISs), we have prepared many Environmental Assessments (EAs), Categorical Exclusions (CEs), Programmatic Categorical Exclusions (PCEs), and Minimum Criteria Determination Checklists (MCDCs). We have full knowledge of the documentation requirements associated with PCEs, CE, and EAs and *understand the due diligence, coordination, and reporting efforts* for these types of documentation. We have prepared supporting NEPA technical studies including Community Impact Assessments (CIAs) and Indirect and Cumulative Effects (ICE) Assessments. Our team includes environmental scientists who can conduct wetland delineation, threatened and endangered species surveys, and prepare Natural Resources Technical Reports (NRTTR) for projects as required. We are experienced in, and will assist the City with identification, application, and obtaining required permits as well.

Traffic Operations and Analysis.

Stantec's traffic team can address *any level of traffic analysis from spot capacity analysis and TIAs to complex simulations*. Kellie Reep leads our Traffic Operations & Safety team for this project, which has substantial experience working with NCDOT and numerous municipalities. Our work ranges a variety of projects; from updating pedestrian facilities to capital corridor improvements, including various types of traditional and alternative intersections and interchanges. Stantec is proficient in analysis and simulation tools such as Synchro and SimTraffic, Highway Capacity Software (HCS), Sidra, TransModeler, and VISSIM. Additionally, we have performed dozens of multimodal analyses with ARTPLAN and parking studies with the Urban Land Institute's Shared Parking Model.

Turn-key Design.

The Stantec team has full design capabilities for all phases of project development including conceptual, preliminary, and full-service, turn-key final design. *Stantec will be a partner to Concord from idea inception all the way through design and construction*. We will provide project development, planning and permitting, survey, SUE, roadway design, structure design (bridges and culverts),

dry utility coordination, wet utility design (water/sewer), landscape and hardscape features, signals, signing, and marking. Steve Smallwood will lead our roadway design team in the preparation of preliminary and final design plans. We will select the most appropriate design criteria for each facility and its characteristics including speed, land use, and context sensitivity.

Mead & Hunt will provide hydraulic and erosion control services for projects assigned under this on-call contract. In addition we have several trusted partner firms that we can engage for geotechnical engineering if needed.

While Stantec is known for designing complex interchange projects and for incorporating cutting-edge innovations to solve issues related to environmental impacts, constructability, and traffic operations, we are also experienced in *intersection improvements, streetscape improvements, complete street applications, ADA/ PROWAG upgrades, sidewalk, and greenway designs*.

Stantec has direct experience in executing projects all the way from planning and concept design to final construction plans, specifications, and estimates. We are currently providing these full turn-key services for the *Main Street LAPP* project in Rolesville, NC as outlined in Section 3. Betsy Watson serves as PM for this project and is the main contact for the Town. She directs the design team, secures the necessary personnel and resources, communicates the project plan (scope, schedule and deliverables) to the team, and engages NCDOT when needed. Other recent turn-key projects that Stantec guided from planning to design include, but are not limited to, several projects under the *Comprehensive Neighborhood Improvement Program (CNIP)* in Charlotte, NC; *Downtown Streetscape* in Shelby, NC; *Old Salem Infrastructure Improvements* in Winston-Salem, NC; and *Poplar Tent Road at US 29 Intersection Improvements* in Concord.

Signals and Communication.

Daniel A. Johnson of JAD Engineering will lead the Signals and Communication team to provide traffic and ITS engineering services for the design of traffic signals, signal communications, and ITS systems. Our team is available to provide staff support for traffic management and traffic operations for signal timing, real time traffic management of special events and active work zones, macroscopic modelling, and customer service requests. JAD Engineering will also provide technical support for cabinet and controller configurations, detection integration, Centracs ATMS configurations, ATSPM integration, and IP network management.

Stantec's signal engineers and designers are fully versed

in all aspects of signal design including OPTICOM preemption, DDI and CFI operation, flashing yellow arrow operation, pole and head placement, and more. We are also experienced in signal warrant analysis as well as the often-extensive legwork involved in developing signal plans, such as contacting NCDOT Division and Area Traffic Engineers, attending field inspections and other meetings, coordinating with developers and site designers, or contacting signal contractors when necessary. We have an in-house signals lab in our Raleigh office, to produce and test quality electrical details to accompany signal designs. This experience proved instrumental in the recent design of the signal system for the award-winning *NC-16 CFI* in Charlotte.

Right-of-Way (ROW) and Utilities

ROW and Utilities can pose a real threat to a project schedule. Our design team will seek to minimize or avoid utility impacts as part of the design process. Where utility impacts are unavoidable, Stantec's full-time utility coordinator, Melvin Briggs, will work to keep utility relocations on track. Melvin has relationships at many public and private utilities and has a full understanding of the utility relocation process. While Stantec will subcontract with one of our trusted partner firms for actual ROW appraisals and acquisitions, Melvin will also serve as ROW coordinator for the team. Melvin is a licensed real estate broker and will act a liaison between the City, the design team, and the ROW firm. This has proven to be a real value-add on recent projects.

Transportation Management, Signing, and Delineation

Signing and Delineation (pavement markings) can be key tools to achieve low-cost multi-modal solutions that can

transform a corridor without widening the road. In addition, a thorough transportation management plan is very important in urban projects where business owners or residents are concerned about impacts during construction. Stantec is a trusted partner of the NCDOT Transportation Mobility and Safety Division (TMSD) for the named traffic engineering design services.

Surveying/Subsurface Utility Engineering (SUE).

A thorough and accurate survey provides the basis for a solid design. Our team of land surveying professionals is highly experienced and well-versed in the latest version of the NCDOT Baseline Survey Manual, Hydrology Manual, and all best practices for traffic control and field safety. Our team is experienced in the research of utility records and the accurate marking of utilities on-site. Should the need arise, Stantec has full subsurface utility engineering (SUE) capabilities. Stantec owns three non-invasive vacuum excavation units.

Project Delivery.

The Stantec team understands the various requirements for state and federally funded projects and has a *track record of successful and timely project completion*. For the recent CFI project in Charlotte, Stantec drove the schedule with the City, NCDOT, the developer, and all other stakeholders in order to complete the CFI ahead of the opening of the new Corning Optical site. For the Main Street project in Rolesville, we are scheduled to submit 90% plans next week which will allow us to meet the September deadline for construction authorization as part of the LAPP process.



5 | Project Management

Stantec's approach to the overall success of projects assigned under this on-call contract will be guided by our ten-point Project Management Framework. *Our team includes Stantec-certified project managers with experience in managing transportation projects.* Stantec's Project Manager Certification Program involves training centered around Stantec's ten-point project management framework, which is a part of our *ISO 9001 Quality Management System*. This framework identifies the tasks that are critical to the success of every project. Adherence to the framework ensures that nothing slips through the cracks, and that the project scope, schedule, and budget are communicated to the team.

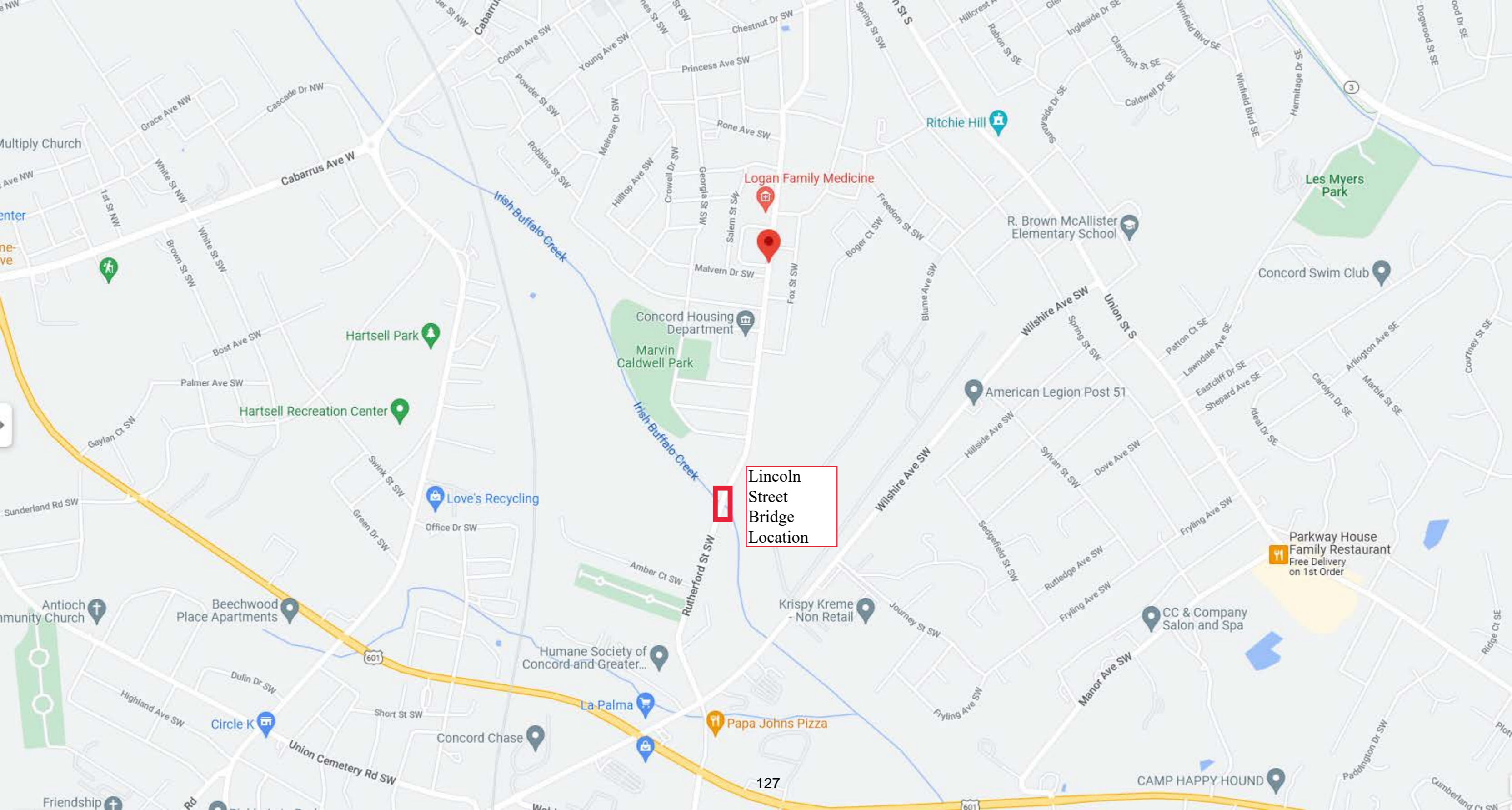
THE STANTEC 10-POINT PM FRAMEWORK

- 0 Prepare a proposal that includes a **preliminary Project Plan** including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal.
- 1 Obtain written instructions to proceed and execute an **approved contract**. Obtain written subconsultant agreements (if applicable).
- 2 Prepare a Project Plan to an appropriate level of detail. Conduct and document an **Independent review**.
- 3 Establish hard copy and electronic **project record directories** and file project records accordingly.
- 4 Complete a Health, Safety & Environment **risk management assessment** and documentation for all projects involving field work.
- 5 Monitor the **PM Dashboard** on a regular basis. Follow best practices for managing **project financials**, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).
- 6 Obtain the client's written approval on **scope of service changes** in a timely manner.
- 7 Conduct and document a **quality review** of all final* deliverables prior to issue.
- 8 Conduct and document an **independent review** of all final* deliverables prior to issue.
- 9 Close off the **project financials** and close out the **project files**.

Quality Assurance and Quality Control. A key component of *Stantec's Project Management Framework* is quality control. Stantec project managers must ensure that quality control reviews are conducted and documented for all final deliverables. In addition to the primary discipline technical review, we also conduct independent reviews of deliverables. Discipline technical reviews focus on detailed checks of appropriate standards, analyses, calculations, methodologies, and models; as well as an overall review of plan clarity and presentation. Independent reviews are often conducted by personnel who have been less involved in the project development, and involve review of concepts, system design, and recommendations. An independent reviewer will also check the total deliverable package for completeness, clarity, and accuracy.

Schedule Control. Recognizing that each assignment is different, we will vary approach and schedule elements to tailor to each specific project or task assigned under this on-call. To determine project schedule for a given assignment, we will first outline the main steps which will inform our milestones for the schedule. To ensure schedule is met, the Stantec PM will monitor progress on a weekly basis to identify any roadblocks to the critical path. To boot, Stantec's deep bench of experience and fluency in NCDOT and regulator-speak helps us maximize schedule productivity and minimize delays due to reviews by others.

Coordination. The first and critical element of our approach is to scope the project with a clear understanding of project objectives. Throughout the project's duration, we maintain regular coordination with each other and group leaders to *make sure everyone is informed* of major tasks, roles/responsibilities, deliverables, and schedules. Regularly scheduled meetings allow us to efficiently address "pop-up issues" that can occur during project development and to keep a sharp focus on assignments and the overall project schedule.



Lincoln Street Bridge Location

Logan Family Medicine

Ritchie Hill

R. Brown McAllister Elementary School

Les Myers Park

Concord Swim Club

Concord Housing Department

Marvin Caldwell Park

Hartsell Park

Hartsell Recreation Center

Love's Recycling

American Legion Post 51

Parkway House Family Restaurant
Free Delivery on 1st Order

Krispy Kreme - Non Retail

CC & Company Salon and Spa

Humane Society of Concord and Greater...

La Palma

Papa Johns Pizza

Beechwood Place Apartments

Circle K

Concord Chase

CAMP HAPPY HOUND

Friendship

127

601

Cabarrus Ave W

Irish Buffalo-Creek

Irish Buffalo-Creek

Rutherford St SW

Wilshire Ave SW

Wilshire Ave SW

Manor Ave SW

Palmer Ave SW

Bost Ave SW

Union Cemetery Rd SW

Short St SW

Amber Ct SW

Journey St SW

Fryling Ave SW

Rutledge Ave SW

Fryling Ave SW

Carolin Dr SE

Marble St SE

Cumberland Ct SW

Ridge Ct SE

Courtney St SE

Hermitage Dr SE

Dogwood St SE

Good Dr SE

Winfield Blvd SE

Winfield Blvd SE

Claymont St SE

Caldwell Dr SE

Ingleside Dr SE

Rabon St SE

Hillcrest Dr SE

Spring St SW

Princess Ave SW

Chestnut Dr SW

Young Ave SW

Corban Ave SW

Young Ave SW

Powder St SW

Robbins St SW

Melrose Dr SW

Hilltop Ave SW

Crowell Dr SW

Georgia St SW

Rone Ave SW

Salem St SW

Malvern Dr SW

1st St NW

White St NW

Brown St SW

White St SW

Gaylan Ct SW

Swink St SW

Green Dr SW

Office Dr SW

Amber Ct SW

Highland Ave SW

Dulin Dr SW

Short St SW

Union Cemetery Rd SW

Concord Chase

Wetland Dr SW

Padonington Dr SW

Cumberland Ct SW

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of Concord

County: Cabarrus

TIP: HL-0001

Project: Poplar Tent and Harris Intersection

Scope: Design and construction for Improvements at the intersection of Poplar Tent Road and Harris Road to a Reduced Conflict Intersection.

Eligible Activities:

PE	49345.1.1	Design
		Environmental
ROW	49345.2.1	ROW Acquisition
		Utility Relocation
CON	49345.3.1	Construction
FEDERAL-AID	XXXXXX	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$12,064,000	80 %	\$3,016,000	20 %
Total Estimated Cost			\$15,080,000	

Responsibility: The City of Concord shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 2/16/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0001

AND

WBS Elements: PE 49345.1.1

ROW 49345.2.1

CITY OF CONCORD

CON 49345.3.1

FEDERAL-AID NUMBER: XXXXXX

CFDA #: 20.205

Total Funds [NCDOT Participation] \$12,064,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Concord, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Poplar Tent and Harris Intersection, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$12,064,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General

Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- § Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- § Maintain knowledge of day to day project operations and safety issues;

- § Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- § Visit and review the project in accordance with the project scope and scale;
- § Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- § Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- § Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of design and construction for Improvements at the intersection of Poplar Tent Road and Harris Road to a Reduced Conflict Intersection.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- § Design

§ Environmental Documentation

§ ROW Acquisition

§ Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is BGDA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Twelve Million Sixty Four Thousand Dollars (\$12,064,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$12,064,000	80 %	\$3,016,000	20 %
Total Estimated Cost		\$15,080,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten

percent (10%) of the total estimated cost, or \$1,508,000 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- § The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- § All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- § A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- § The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- § If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- § The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- § The Municipality shall advertise and conduct any required public hearings.
- § If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- § The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- § After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- § The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascritps/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- § The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- § If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Poplar Tent at Harris Intersection, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- § Design
- § Environmental Documentation
- § ROW Acquisition
- § Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

§ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

§ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

§ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

§ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$12,064,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

§ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

§ CONSTRUCTION CONTRACT UNIT PRICES

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

§ RIGHT OF WAY

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

§ FORCE ACCOUNT

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

§ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

§ INTERNAL APPROVALS

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

§ TIMELY SUBMITTAL OF INVOICES

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

§ FINAL INVOICE

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial

Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late

payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military

and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

CITY OF CONCORD

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(FINANCE OFFICER)

Federal Tax Identification Number

City of Concord

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ 03/10/2022 _____(Date)

Commercial Property Agent Full w/photos

708 Arbor Street NE, Concord, NC 28025

CMLS#: **3820320**
 Status: **Active**
 Project Name:
 Zoning: **C-1**
 Road Front:
 Legal Desc: **56214502360000**

Category: **Commercial**
 Tax Location: **Cabarrus**
 Tax Value: **\$413,900**

Parcel ID: **56214502360000**
 County: **Cabarrus**
 Zoning Desc:
 Deed Reference: **4854/0327**
 Cross Street:

List Price: **\$365,000**



General Information

Type: **Office**
 Secondary Type: **Retail**
 Documents:
 Restrictions: **None**
 Restrictions Rmks: **none**

Bldg Information

New Const: **No**
 Builder:
 Year Built: **1940**
 Construction Type:
 Construction:
 # of Bldgs:
 # of Units:
 # of Rentals:
 # of Stories:
 Baths Total:

Additional Information

Prop Fin:
 Assumable:
 Ownership: **Seller owned for at least one year**
 Special Conditions: **None**
 Road Responsibility: **Publicly Maintained Road**
 Occupant Type: **Vacant**

Listing Information

Trans Type: **For Sale**
 Sale/Lease Incl: **Building, Land**
 In City: **Yes**
 Potential Income:

Square Footage

Total:
 Min Sqft Avail: **1,826**
 Max Sqft Avail: **1,826**
 Min Lse\$/Sqft: **\$1,826.00**
 Max Lse\$/Sqft: **\$1,826.00**
 Office Sqft:
 Warehouse Sqft:
 Garage Sqft:

Features

Total Parking: # of Docks: # Drive In Doors: Rail Service:
 Fixtures Exceptions: **No** Wall Rvalue:

Land Information

Approx Acres: **1.27** Flood Plain: Approx Lot Dim:

Association Information

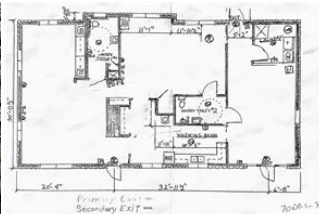
Remarks

Public Remarks: **- SALES PRICE: \$365,000 (\$199 PSF) +/- 1,826 TOTAL SQ. FT. ± 1.27 ACRES - AREA TO EXPANSAND - C-1 COMMERCIAL ZONING - AMPLE PARKING SPACES This freestanding office building that was a former day care, is suitable for a variety of small businesses. This property could be great for an insurance office, financial services, attorneys office, day care, etc. Less than 5 miles from I-85, downtown Concord, CMC Northeast, Hospitals, banks, restaurants, retails centers, gyms, and more more.**

Instructions: **Call Listing Agent, Call Listing Office**

Listing/Agent/Office Information

DOM: **76** CDOM: **76** TOM Dt: Expiry Dt:
 Mkt Dt: **01/13/22** UC Dt: DDP-End Date: With Dt:
 Agent/Own: **No**
 For Appointment Call: **800-746-9464**
 List Agent: **Ryan Kinney (64129)** List Type: **Exclusive Right**
 Office: **New Branch Real Estate Advisor (0864)** Agent Phone: **704-786-8888**
 Buyer Agency: **3%** Sub Agency: **0%** Office Ph: **704-786-8888**
 Named Prosp: **No** Dual/Var: **No** Transaction Broker:
 Web URL: Seller Name: **None** Bonus:
 Full Service: **No**





Prepared By: Ellen Thomas

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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(n) North Carolina municipal corporation ("Buyer"), and David B. Austin and spouse; William S. Austin and spouse; and Austin's Exchange, Inc. a(n) North Carolina corporation ("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": (Address) 708 Arbor Street NE, Concord, NC 28025

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , Cabarrus County, consisting of 1.270 acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 5621-45-0236 (Tax ID No: 12-005-0068.00 ; and, (ii) some or all of the Property, consisting of approximately acres, is described in Deed Book 4854 , Page No. 327 , Cabarrus County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 365,000.00 (b) "Purchase Price" shall mean the sum of Dollars,

\$ 2,000.00 (i) "Earnest Money" shall mean Two Thousand Dollars or terms as follows:

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



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.

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Buyer Initials LWP Seller Initials

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 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.)

\$ ³⁶⁵ 365,000.00

(iii) Cash, balance of Purchase Price, at Closing in the amount of Three Hundred Sixty-Five Thousand Dollars ----- Dollars.

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 on or before April 29, 2022 or as soon as possible after April 14, 2022.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

Buyer Initials LWP Seller Initials _____

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on April 14, 2022
TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean:
New Branch Real Estate Advisors ("Listing Agency"),
Ryan Kinney ("Listing Agent" - License # 295051)
Acting as: Seller's Agent; Dual Agent
and N/A ("Selling Agency"),
Buyer is acting as their own agent. ("Selling Agent" - License # _____)
Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:
2401 Trinity Church Rd, Concord, NC 28025
e-mail address: _____ fax number: _____
except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:
PO Box 308, Concord, NC 28026-0308; 35 Cabarrus Avenue East, Concord, NC 28025
Attn: VaLerie Kolczynski, City Attorney
e-mail address: kolczynv@concordnc.gov fax number: _____
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:
N/A

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:
N/A

Each party shall pay its own attorney's fees.

Initials
LVP

Buyer Initials LVP Seller Initials _____

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) **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.

(b) **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.

(c) **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(c) 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(c) 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 special 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 personal property 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.

Page 7 of 9

Buyer Initials LWP Seller Initials _____

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Revised 7/2020
© 7/2021

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.

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.

Buyer Initials LWP Seller Initials _____

Page 8 of 9

STANDARD FORM 580-T
Revised 7/2020
© 7/2021

BUYER:

Individual

X
David B. Austin (Individually)

Date: _____

X

(Spouse of David B. Austin)

Date: _____

**BUYER:
Business Entity**

City of Concord, a North Carolina municipal corporation
(Name of Entity)

By: *Lloyd Wm. Payne, Jr.*

Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Date: March _____, 2022

SELLER:

Individual

X
William S. Austin (Individually)

Date: _____

(Spouse of William S. Austin)

Date: _____

**Seller/
Business Entity**

Austin's Exchange, Inc., A North Carolina corporation
(Name of Entity)

By: X _____

Name: David B Austin

Title: President

Date: _____

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.



CONFIRMATION OF COMPENSATION

A real estate firm is required by law to timely disclose to their client the receipt of (or promise or expectation of receiving) compensation, incentive, bonus, rebate and/or other valuable consideration of more than nominal value from any other party or person in a real estate transaction and to confirm such disclosure in writing before the Client makes or accepts any offer. This form is delivered to Client for purposes of making the required disclosure with respect to a potential transaction with respect to the following property.

Property Address: 708 Arbor Street NE, Concord, NC 28025 ("Property")

City of Concord, a North Carolina municipal corporation ("Client")

R&E Venture, LLC dba R&E Real Estate ("Firm")

Firm hereby confirms that in connection with Client's transaction related to the Property, Firm expects to receive the following compensation:

From Seller/Landlord: (check all applicable boxes):

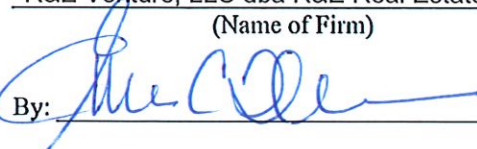
- Monetary: \$ _____ or _____ percent of transaction value.
- Non-monetary:(describe) _____ with an estimated value of \$ _____
- Other: _____

From Buyer/Tenant: (check all applicable boxes):

- Monetary: \$ 0.00 or 0.00 percent of transaction value.
- Non-monetary: (describe) N/A with an estimated value of \$ _____
- Other: N/A

CLIENT:
Client hereby acknowledges receipt of a completed copy of this form.
Individual

N/A
Date: _____
Date: _____

FIRM:
R&E Venture, LLC dba R&E Real Estate
(Name of Firm)
By: 
Name: Ellen C. Thomas
Individual license #: 305464 State: NC
Date: 03/31/2022



CLIENT:

Business Entity

City of Concord, a North Carolina municipal corporation
(Name of Entity)

By: 

Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Date: March 31, 2022



City of Concord Project Bid Tabulation

Sewer CIPP Lining Contract - 2022
Project # 2022-005

Tabulation of Bids Received March 24, 2022

CIPP Lining, Manhole & Lateral Rehab																			
				AM-Liner East, Inc.		Bionomic Services, Inc		CaJenn Construction & Rehabilitation Services Inc		Granite Inliner		Insituform Technologies, LLC		Prism Contractors, Inc		Tri-State Utilities Co.		Vortex Services, LLC	
No.	Item	Units	Quantity	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	8-inch Lining	LF	21,433	\$31.40	\$672,996.20	\$33.00	\$707,289.00	\$49.00	\$1,050,217.00	\$35.50	\$760,871.50	\$26.70	\$572,261.10	\$28.00	\$600,124.00	\$30.85	\$661,208.05	\$41.00	\$878,753.00
2	Re-connection of service lines	EA	272	\$79.00	\$21,488.00	\$150.00	\$40,800.00	\$350.00	\$95,200.00	\$107.00	\$29,104.00	\$120.00	\$32,640.00	\$75.00	\$20,400.00	\$90.00	\$24,480.00	\$25.00	\$6,800.00
3	Removing protuding taps	EA	10	\$240.00	\$2,400.00	\$500.00	\$5,000.00	\$750.00	\$7,500.00	\$356.00	\$3,560.00	\$275.00	\$2,750.00	\$300.00	\$3,000.00	\$475.00	\$4,750.00	\$325.00	\$3,250.00
4	4-foot diameter manhole rehabilitation (97 MH's)	EA	582	\$160.00	\$93,120.00	\$255.00	\$148,410.00	\$200.00	\$116,400.00	\$196.00	\$114,072.00	\$146.10	\$85,030.20	\$170.00	\$98,940.00	\$148.45	\$86,397.90	\$385.00	\$224,070.00
5	Invert Reconstruction	VF	15	\$447.00	\$6,705.00	\$2,750.00	\$41,250.00	\$1,000.00	\$15,000.00	\$462.00	\$6,930.00	\$344.00	\$5,160.00	\$500.00	\$7,500.00	\$349.65	\$5,244.75	\$600.00	\$9,000.00
6	Rebuild Shelf of line-through MH	EA	10	\$394.00	\$3,940.00	\$3,850.00	\$38,500.00	\$1,500.00	\$15,000.00	\$363.00	\$3,630.00	\$270.00	\$2,700.00	\$350.00	\$3,500.00	\$274.35	\$2,743.50	\$450.00	\$4,500.00
7	Lateral Seals	EA	53	\$3,019.00	\$160,007.00	\$3,650.00	\$193,450.00	\$3,000.00	\$159,000.00	\$5,119.00	\$271,307.00	\$2,983.60	\$158,130.80	\$3,000.00	\$159,000.00	\$3,092.20	\$163,886.60	\$3,250.00	\$172,250.00
8	Traffic Control	LS	1	\$24,465.00	\$24,465.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$46,185.00	\$46,185.00	\$14,250.00	\$14,250.00	\$18,000.00	\$18,000.00	\$8,000.00	\$8,000.00	\$74,000.00	\$74,000.00
				ESTIMATED BASE COST		\$985,121.20		\$1,214,699.00		\$1,488,317.00		\$1,235,659.50		\$872,922.10		\$910,464.00		\$956,710.80	
				5% CONTINGENCY		\$49,256.06		\$60,734.95		\$74,415.85		\$61,782.98		\$43,646.11		\$45,523.20		\$47,835.54	
				TOTAL ESTIMATED COST		\$1,034,377.26		\$1,275,433.95		\$1,562,732.85		\$1,297,442.48		\$916,568.21		\$955,987.20		\$1,004,546.34	

This is to certify that bids tabulated herein were publicly opened and read aloud at 10:30 AM on 3/24/2022 at the Brown Operations Center 635 Alfred Brown Jr Ct. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid. This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

Minor mathematical error Did not affect the bid result.



Engineering Department
Alfred M. Brown Operations Center
 City of Concord • 635 Alfred Brown Jr Ct. • P.O. Box 308 • Concord, North Carolina 28026
 (704) 920-5425 • Fax (704) 786-4521 • TDD 1-800-735-8262 • www.ci.concord.nc.us

City of Concord
Sewer Allocation Policy

1. Term and applicability of this Policy
 - a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County sewer allocation and Commitment Policy. This policy may be amended by the City Council at any time.
2. Amount of sewer which may be allocated
 - a. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC as determined through the interlocal agreement and City Council.
 - b. The City shall reserve at least 250,000 gpd of its available sewer allocation for Economic Development projects. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve if available.
 - c. The City shall allot from the remaining amount 35% to residential, 55% to non-residential, and 10% to mixed use. Within the 35% residential allotment, 50% shall be allotted to single family, 25% to townhomes, and 25% to apartments. City Council at anytime may transfer allocation from one category to another.
 - d. If the mixed-use allocation is exhausted, mixed-use projects may be allocated using allocations from the non-residential and residential allocations if available and approved by Council.
 - e. Public project allocation shall be assigned on a pro rata basis from all the use categories except economic development.
3. Preliminary Allocation approvals
 - a. City Council will be the body to approve preliminary allocation requests.
 - b. Projects with construction plans in review as of 10/31/2021 with activity in the past year will be presented first for approval. If approved, these projects will have 6 months to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to Council. Council will approve Economic Development projects separately.
 - c. City Council will be presented with current allocation available and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - d. Residential approvals may be phased to allow a maximum of **50** units per year. The 50 units is within a project and not cumulative city-wide.
 - e. Preliminary sewer allocation will be good for a period of one year after the date of Council approval except for public projects. Public project's preliminary sewer allocation will remain valid until final sewer allocation is received or the project is abandoned by the public entity. A project must have a valid preliminary sewer

allocation approval before receiving a final sewer allocation at the time of utility permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

4. Project Prioritization Scoring

- a. Projects will be scored using the table below.
- b. **The project score is simply a guide for City Council to evaluate the projects based on the given criteria.** A project scoring high is not automatically given allocation. A project scoring low is not automatically rejected for allocation. Projects are also not specifically competing against each other. The final allocation authority will be granted solely by City Council.
- c. Projects deemed Economic Development projects will not be scored and will be evaluated by City Council and potentially awarded an allocation through existing Economic Development processes.
- d. **Speculative Industrial Buildings.** Speculative Industrial Buildings under 75,000 sq ft can request to obtain a preliminary flow allocation provided the total per phase is not greater than 7,500 gpd. Speculative industrial buildings in I-2 zoning that are greater than 75,000 sf can request a preliminary flow allocation provided the total per building is not greater than 12,500 gpd. If a tenant(s) requires an allocation greater than approved it will require a separate request from City Council. Speculative buildings in I-1 zoning that are greater than 75,000 sf will only be considered once an industrial use is determined.

RESIDENTIAL PRIORITIZATION EVALUATION

- Located within a small area plan +2
- Vertical mixed use +2
- Redevelopment Site +1
- Horizontal mixed use +1
- Downtown (MSD) +1
- Located adjacent to existing sewer line. +1
- Annexation -2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

- Office +1
- Located within a small area plan +1
- Part of an approved mixed use plan +1
- Annexation (Not economic development) -2
- Logistics/Distribution use -2

Adopted 12/21/21. Amended 3/10/22.

5. Additional Factors which Council may consider.
 - a. Whether in Council's opinion, the application is for a land use which is consistent with the City's adopted policies concerning growth and development, and
 - b. Such other factors as may be identified by the Council in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the City.
6. Preliminary Allocation Procedures
 - a. City Staff will present Council with the projects described in 3(b) first for consideration without an application provided by the developer.
 - b. Thereafter, a preliminary allocation application will be required for proposed development. City Staff will present the applications to Council in March, June, September and December. Review of the allocation applications shall be conducted in the order in which the completed applications have been received.
 - c. Development projects requiring flow allocations as described in 1a must receive a preliminary flow allocation approval prior to submitting construction documents for review. Speculative Industrial Buildings can proceed without preliminary flow allocation only after acceptance of risk documents have been signed by the legally responsible party.

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: _____
2. Name and address of owner(s)/developer(s): _____

3. Owner(s)/developer(s) telephone: _____ Fax: _____
4. Name and address of surveyor/engineer: _____

5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____

7. Name and address of person to whom comments should be sent: _____

8. Telephone number of person to whom comments should be sent: _____
Fax: _____
9. Location of property: _____
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: _____
12. Total acres: _____ Total lots proposed: _____
13. Brief Description of development: _____

14. Proposed Construction Schedule _____

15. Type of Service requested _____

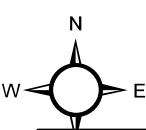
Date

Signature of Owner/Agent

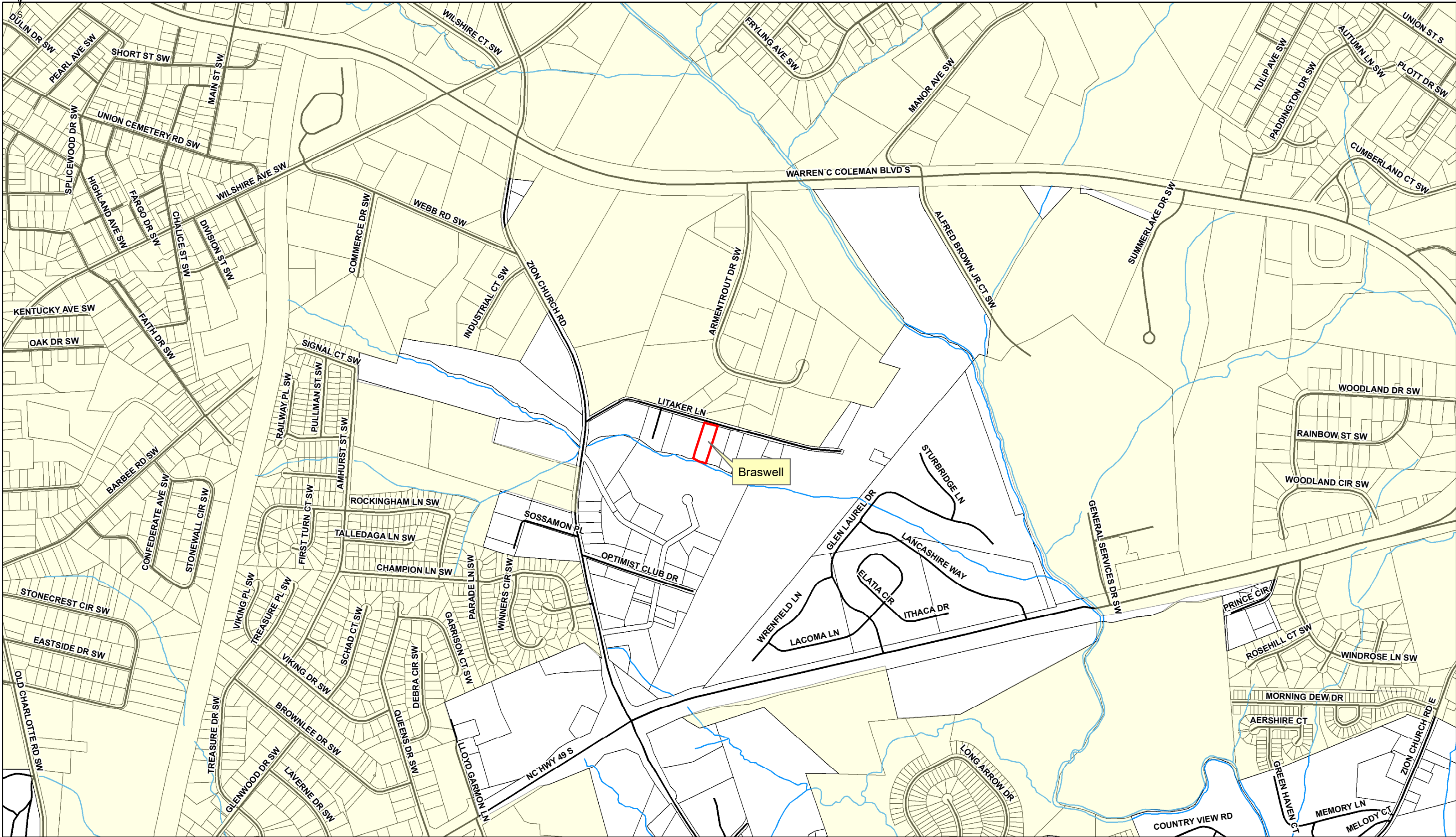
Name (printed)

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



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: Bobby HATLEY
2. Name and address of owner(s)/developer(s): _____

3. Owner(s)/developer(s) telephone: 704-797-1425 Fax: _____
4. Name and address of surveyor/engineer: David Medlin

5. Surveyor/engineer's telephone: 704-201-4332 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: Bobby HATLEY
16-Kimberly Lane Concord N.C 28025
8. Telephone number of person to whom comments should be sent: 704-797-1425
Fax: _____
9. Location of property: Beside 16-Kimberly Lane
10. Cabarrus County P.I.N.#: 55289883460000
11. Current zoning classification: LDR
12. Total acres: 1.539 Total lots proposed: One
13. Brief Description of development: 1 Single Family Home

14. Proposed Construction Schedule Build Home

15. Type of Service requested SEWER TAP

Bobbyhatleyjr@gmail.com

3-23-22
Date

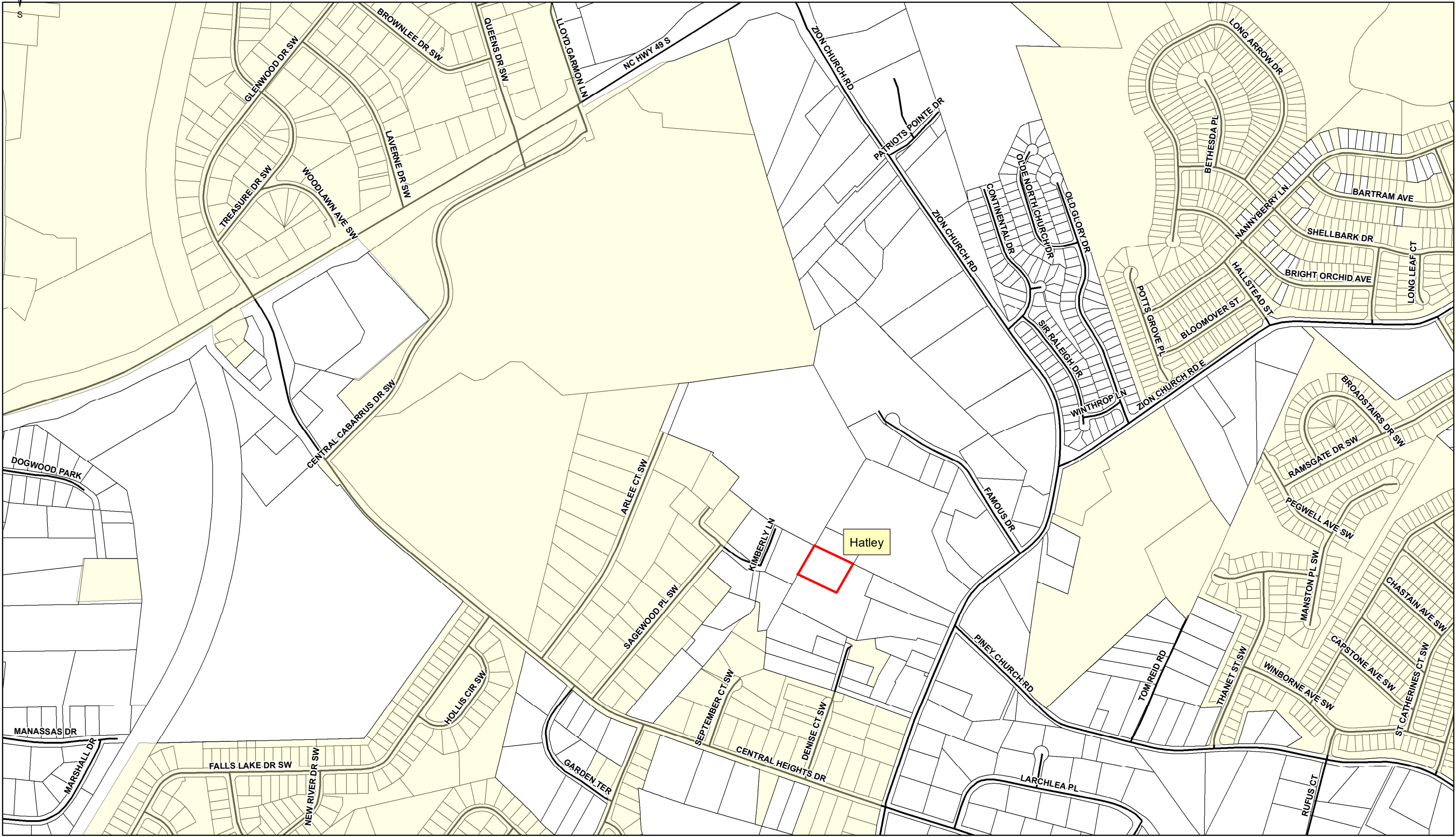
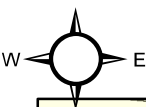
Bobby L Hatley
Signature of Owner/Agent

Bobby L HATLEY
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 = 600 ft

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: _____
2. Name and address of owner(s)/developer(s): DANNY HINSON
703 MAIN ST SW CONCORD, NC 28027
3. Owner(s)/developer(s) telephone: 704-918-0570 Fax: _____
4. Name and address of surveyor/engineer: _____

5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____

7. Name and address of person to whom comments should be sent: _____
DANNY HINSON
8. Telephone number of person to whom comments should be sent: 704-918-0570
Fax: EANHINS7@AOL.COM
9. Location of property: 33 DENISE CT CONCORD, NC 28027
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: _____
12. Total acres: _____ Total lots proposed: _____
13. Brief Description of development: VACANT LOT

14. Proposed Construction Schedule _____

15. Type of Service requested WATER AND SEWER CONNECTION

X 3/23/22
Date

X Danny Hinson
Signature of Owner/Agent

X DANNY HINSON
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: _____

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: _____
2. Name and address of owner(s)/developer(s): DANNY HINSON
703 MAIN ST SW CONCORD, NC 28027
3. Owner(s)/developer(s) telephone: 704-918-0570 Fax: _____
4. Name and address of surveyor/engineer: _____

5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____

7. Name and address of person to whom comments should be sent: _____
DANNY HINSON
8. Telephone number of person to whom comments should be sent: 704-918-0570
Fax: EANHINS7@AOL.COM
9. Location of property: 37 DENISE CT CONCORD, NC 28027
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: _____
12. Total acres: _____ Total lots proposed: _____
13. Brief Description of development: VACANT LOT

14. Proposed Construction Schedule _____

15. Type of Service requested WATER AND SEWER CONNECTION

X 3/23/22
Date

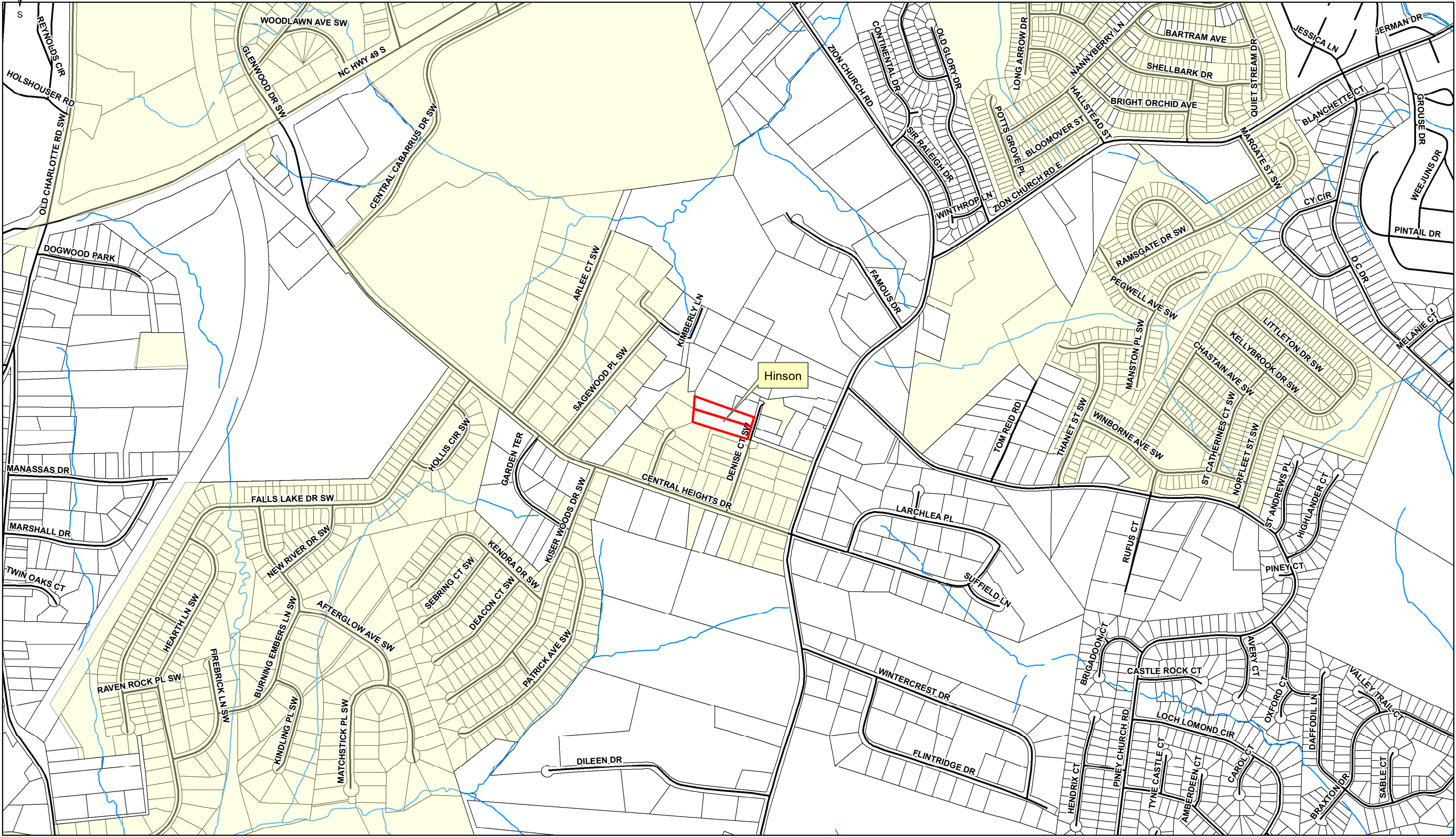
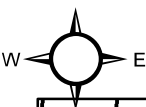
X Danny Hinson
Signature of Owner/Agent

X Danny Hinson
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





CITY OF CONCORD 2022 STATE LEGISLATIVE PRIORITIES

1. “Government closest to the people governs best” – This adage is often attributed to a founding father, either as a direct quote or as symbolic of a philosophy upon which our nation was founded. The City of Concord (Concord) opposes laws that centralize authority in Raleigh and Washington to undermine the ability of local elected officials, those closest and most accessible to the people, to govern. We urge the General Assembly to use this adage as a yard stick when considering legislation that impacts municipalities and replace local governance with dictates from Raleigh.

2. Funding and Control of Local Infrastructure – Concord supports legislation that provides municipalities with the authority to assess the level of fees and charges necessary for the continued growth and economic development in the future.

Concord continues to oppose any effort leading to the forced taking of any local government infrastructure as it sets a dangerous precedent in the State of North Carolina, a precedent that will have a chilling effect on any local government investing in needed infrastructure in the future. Where issues arise, a local solution arrived at by an open, collaborative process is preferable to a legislative directed disposition of local government assets.

3. Local Government Revenues and Tax Reform – If there are continued efforts regarding tax reform, Concord requests the General Assembly make sure any changes impacting local government are at least revenue neutral. There are too many infrastructure and customer service needs that are essential for the growth of the economy and jobs to further reduce revenues to municipal governments.

Concord supports efforts to provide municipalities with additional locally-controlled revenue options. Changes in revenue options, such as the elimination of business license fees, have narrowed the ability of municipalities to respond to local needs beyond increasing property taxes. Other actions, such as providing homebuilders with tax exemptions on property, have eroded the property tax base. More local revenue options are needed to reflect the differences within municipalities across the State to order to provide the flexibility to meet those needs and to replace lost revenues.

Concord continues to oppose efforts to divert local and State revenues from urban counties and supports open dialogue to develop creative ways to help those areas in North Carolina with declining tax bases. Concord urges the General Assembly to develop strategies to promote economic development activity throughout North Carolina rather than trying to divide the State. The idea that you assist areas that may be struggling economically by sending even more of the local revenues generated elsewhere disregards the formulas that already redistribute various types of revenues in North Carolina.

Penalizing those areas that have growing economies to the point it undermines their ability to pay for basic services and infrastructure to support that growth and address issues of urban poverty within their own borders. It will also eventually compromise other State revenues benefiting from that growth, ultimately leading to reductions in State revenue sources. At the same time, Concord pledges to work with other local governments and State representatives to develop strategies to target improvements in those areas that are not growing and have specific needs.

Finally, Concord **opposes any legislation imposing mandated requirements** on municipalities unless full funding or adequate new revenue sources are provided for implementation.

4. Economic Development – Concord urges continued support and expansion of State economic development funding to spur job creation and revenue in low growth areas as well as parts of the state where growth is already helping to produce jobs and revenues to support State services used by all.

5. Planning and Providing Services for Urban Growth – Cities and towns are the economic engines of the state and should be permitted to grow in an orderly and reasonable fashion that does not diminish the quality of life of current and future residents. All North Carolina citizens have gained greatly from strong and healthy urban areas.

Concord opposes state-wide or local bills that will further undermine local land use authority, such as tools within zoning ordinances, to impact development that is or will become urban in nature.

6. Surface Transportation – The current methods of paying for transportation improvements in North Carolina are inadequate to meet future needs. However, it is important that proposed changes in legislation be monitored, local government input be solicited and considered, and that parties work to improve the relationship between the N.C. Department of Transportation and local government.

The gas tax is the North Carolina Department of Transportation's primary source of revenue for building and maintaining our transportation infrastructure across North Carolina and is the source for Powell Bill funding for municipalities. There are billions of dollars of unmet new construction needs in the State, and we are even more concerned about the State having the funds to take care of our investment in existing infrastructure through ongoing maintenance of our roads. Concord supports efforts to make sure North Carolina has revenue to support the schedule for the Concord related improvements outlined in the STIP and to add critical projects as proposed. In addition, Concord supports the recommendations put forth by the NC First Commission to develop new and multiple investment strategies for our State.

7. Air Transportation – Concord encourages the continuation of and growth in funding as airports are vitally important to economic development efforts in our State.

8. Mental Health Needs and Opioid Abuse – Concord supports and advocates for Federal, State, and local efforts to bolster the State's mental health treatment resources, including resources and solutions to lessen the strain on law enforcement officers when providing custody of individuals in crisis.

Concord supports and advocates for efforts at the Federal, State and local levels to develop and provide resources to break the cycle of opioid and heroin abuse that is devastating communities throughout the United States.

9. Collective Bargaining – Concord opposes any effort to change existing laws impacting public employee collective bargaining in North Carolina.

10. Provide for annexation of “donut holes” - In the 2012 annexation reform bill, some legislative leaders intended to allow cities to retain the authority to annex areas completely surrounded by municipal jurisdiction without utilizing the referendum process otherwise required for city-initiated annexations. However, this authority was not preserved in the final version of the bill. Annexation of these areas allows for a continuity of municipal services and eliminates the dangerous confusion between municipalities and the county over responsibility for providing essential services.

11. NCLM and Metro Mayors Legislative Agendas – In addition, the Concord City Council supports those items listed on the agendas of the North Carolina League of Municipalities and the Metro Mayors not covered in the items above.



Draft 2022 Federal Agenda

Mayor
William C. "Bill" Dusch

Council Member, District 4
JC McKenzie

Council Member, District 1
Andy Langford

Council Member, District 5
Terry Crawford (Mayor Pro Tem)

Council Member, District 2
W. Brian King

Council Member, District 6
Jennifer P. Hubbard

Council Member, District 3
Betty M. Stocks

Council Member, District 7
John Sweat, Jr.

Prepared in coordination with The Ferguson Group, LLC

35 CABARRUS AVE. W
CONCORD, NC 28025
(704) 920-5215

Draft 2022 Federal Priorities

Transportation	Action Item:
Concord-Padgett Regional Airport	<p>Ensure projects that are included on FAA's Work Plan, like runway widening, maintain priority and funding.</p> <p>Secure discretionary funding for development projects on the north and south ends of the airport.</p> <p>Support full funding for the contract tower program in FY 2023 budget and appropriations.</p> <p>Support contract tower staffing/annuity bill to address growing shortage in qualified air traffic controllers at federal contract towers.</p> <p>Ensure FAA's AIP funds can be used for remote tower operations.</p> <p>Work with TSA to become an approved gateway airport and participating Fixed Based Operator in the TSA's DCA Access Standard Security Program into Washington Reagan National Airport.</p>
Rider Transit	<p>Support efforts to secure discretionary funding for system needs, such as new buses, and funds to implement the City's long-range transportation plan.</p> <p>Assess and support transit options (including High Capacity) to serve The Grounds at Concord, CMS, Concord Mills/Exit 49, and Concord-Padgett Regional Airport.</p> <p>Pursue change to federal policy that does not allow FTA funds to be used to purchase buses from the General Services Administration; doing so would streamline procurement.</p>
Additional Transportation Priorities	<p>Support continued funding for DOT's Congestion Mitigation and Air Quality Program, which is used for the City's intersection projects.</p> <p>Explore opportunities to address sidewalk gaps using federal transportation funds.</p>

Energy and Environment	
Water Infrastructure	<p>Action Item:</p> <p>Monitor federal funding opportunities for improvements at Hilgrove and Coddle Creek water treatment plants.</p>
Federal Regulations and Policy	<p>Monitor and report on:</p> <ul style="list-style-type: none"> • Changes to EPA/Corps' "Waters of the US" <ul style="list-style-type: none"> ◦ Draft public comments in response to upcoming proposed rule. • Emerging contaminants – PFAS
Brownfields	<p>Review potential brownfield locations and monitor EPA funding opportunities.</p>

Public Safety	
Concord Police Department	<p>Action Item:</p> <p>Monitor funding opportunities for:</p> <ul style="list-style-type: none"> • Law enforcement technology: skytower, mobile field force equipment, mobile vehicle barriers • K-9s and related training • Training for de-escalation, simunition, co-responders <p>Monitor and report on police reform initiatives.</p>
Concord Fire Department	<p>Pursue federal assistance for department needs through FEMA's SAFER Grant Program and Fire Prevention and Safety Grant Program.</p> <p>Support firefighter cancer registry and other health and wellness legislation.</p>
Police and Fire Departments	<p>Monitor funding opportunities to help support the Public Safety Complex, including a driving simulator, indoor firearms range, firearms simulator, and burn tower.</p>

Housing	
Housing Department	<p>Action Item:</p> <p>Pursue federal assistance for department needs, including funds from the following HUD programs: FSS Services Coordinator Grant Program; Resident Opportunity and Self Sufficiency Program; Emergency Safety and Security Grant; Lead-Based Paint Capital Fund Program; Supportive Housing for the Elderly and the Family Unification Program through the Housing Choice Voucher Program; Project Safe Neighborhood; and Good Neighbor Next Door.</p> <p>Support HUD VASH Program and continued efforts to secure additional VASH vouchers working with the VA hospital in Salisbury.</p>

Parks and Recreation	Action Item:
Future Park Sites	Pursue federal assistance to secure land for future park site.
Open Space and Connectivity Plan	Pursue federal assistance to implement parts of the City's Open Space and Connectivity Plan – greenways, trails, sidewalks, bike lanes.

Other Priorities	Action Item:
Coronavirus Relief Funding	Monitor and report on Congressional and US Treasury Department action and guidance related to local fiscal relief. Provide updates to the City on eligible uses of funds.
Municipal Financing	The City of Concord supports preservation of tax-exempt municipal bonds and the reinstatement of advance refunding.
Opportunity Zones	Monitor and report on additional federal guidance or updates to the Department of Treasury's Opportunity Zones, including any changes to investment terms to coincide with banks (standard bank financing is 5-6 year terms; OZs have 10-year investment criteria).

**CURRENT CONCORD UNTIED COMMITTEE MEMBERS WITH EXPIRING
TERMS THAT WOULD LIKE TO BE REAPPOINTED TO THEIR FIRST 3-YEAR
TERM:**

Bertram Hinton, Jr.	5/21/21 – 4/30/22 – Co-Chair
Aimy Steele	5/21/21 – 4/30/22
Bob Anderson	5/21/21 – 4/30/22
Caroline Overcash	5/21/21 – 4/30/22
Greg Mills	5/21/21 – 4/30/22
Lamarie Austin-Stripling	5/21/21 – 4/30/22
Quinton Locklear	5/21/21 – 4/30/22



Fact Sheet

cops.usdoj.gov

2022 Law Enforcement Mental Health and Wellness Act Program

Law Enforcement Mental Health and Wellness Act (LEMHWA) funds are used to improve the delivery of and access to mental health and wellness services for law enforcement through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. The 2022 LEMHWA program will fund projects that develop knowledge, increase awareness of effective mental health and wellness strategies, increase the skills and abilities of law enforcement, and increase the number of law enforcement agencies and relevant stakeholders using peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

WHEN: Deadline for first part of application in Grants.gov is **April 27, 2022**, at 7:59 p.m. ET. Deadline for completed application in JustGrants is **April 29, 2022**, at 7:59 p.m. ET.

Start EARLY. This is more than a one-day process.

WHERE: **1.** Register at www.grants.gov.
2. Complete the application in the JustGrants Justice Grants System.

HOW: Online only. No hard copies sent by U.S. Mail or electronic copies sent via email.

COPS Office Law Enforcement Mental Health and Wellness Act Topics

The LEMHWA program has two open solicitations this year:

- Implementation Projects
- National Level Training and Technical Assistance, which has two subcategories:
 1. National Peer Support Training Program
 2. LEMHWA Implementation Technical Assistance and Resources

Please see the Funding Provisions section on page 2 for an overview description of each solicitation. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Funding Provisions

Provisions include the following:

- The LEMHWA Implementation Projects solicitation aims to support law enforcement agencies seeking to implement new or enhance existing programs that offer training and services on officer mental health, peer mentoring, suicide prevention, stress reduction, and police officer family services. Proposed projects may serve one agency, a consortium of agencies, or personnel from agencies located within a county or state. This solicitation is open to local, state, tribal, and territorial law enforcement agencies.
- The LEMHWA National Level Training and Technical Assistance solicitation—which has two subcategories, (1) National Peer Support Training Program and (2) LEMHWA Implementation Technical Assistance and Resources—aims to support the training, resources, and technical assistance efforts to help build knowledge and capacity of state, local, tribal, and territorial law enforcement agencies that are seeking to implement their mental health and wellness initiatives. This solicitation is open to any public governmental agency, federally recognized Indian tribe, nonprofit organization, for-profit organization, institution of higher education, community group, or faith-based organization. Applicants may apply for both subcategories, but a separate application is required for each program.
- Proposals should be responsive to the solicitation and identify specific program goals that will be directly accomplished if awarded LEMHWA funding. Detailed descriptions of eligibility and additional information are available in the individual solicitation guide for each program.
- There is up to \$7.5 million in funding available through the LEMHWA Implementation Projects solicitation and \$500,000 for the LEMHWA National Level Training and Technical Assistance solicitation. Awards made under both solicitations are two years (24 months) in length. There is no local match.

How to Apply

Applicants are first required to register via www.grants.gov and complete an SF-424. Deadline to complete this step is **April 27, 2022**. After submitting the SF-424, applicants will receive an email with instructions on completing the second part of the LEMHWA application through the JustGrants Justice Grants System.

Complete application packages for the FY 2022 LEMHWA solicitation are due by **April 29, 2022**, at 7:59 p.m. ET.

Before submitting your application, please review the LEMHWA Solicitation Guide. Applications in hard or electronic format sent via email or U.S. Mail will not be accepted.

PLEASE NOTE: Until April 4, 2022, the unique entity identifier (UEI) that applicants for federal grants and cooperative agreements are required to have is a Data Universal Number System (DUNS) number. A DUNS number is a unique nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). Once an applicant has applied for a DUNS number through D&B, its DUNS number should be available within two business days.

On April 4, 2022, the Federal Government will stop using the DUNS number and move to the System for Award Management (SAM) to generate the UEI. The UEI (SAM) is a 12-character alphanumeric value that, once issued, will not change. Entities that are currently registered in sam.gov already have a UEI (SAM) that can be viewed in sam.gov. The transition from DUNS number to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary. All entities applying for DOJ funding opportunities with Grants.gov closing dates after March 31, 2022, must take one of the following actions.

1. Complete and submit the SF-424 and SF-LLL no later than March 30, 2022, at 8:00 p.m. ET. If the SF-424 is not completed and submitted by this time, any information contained in the SF-424 will be lost during the transition. If this occurs, applicants will need to re-enter their data in the new SF-424 form upon returning to Grants.gov on April 1, 2022.
2. Wait until April 1, 2022 to begin and submit the Grants.gov application.

Please note: the COPS Office requires two authorized representatives (Law Enforcement Executive/Program Official and Government Executive/Financial Official) for its grant applications. Confirm your two authorized representatives complete the steps to create their accounts. If they do not, the delay may prevent timely submission of your application.

Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at <https://cops.usdoj.gov>.

Caldwell Park | Master Plan

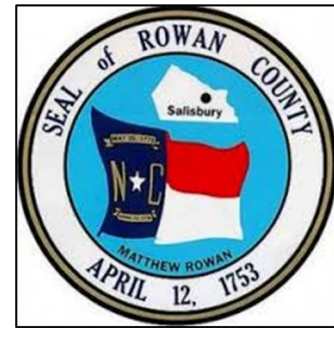
Concord, North Carolina



Note:
Any grading, demolition, construction and amenities as shown on this plan will accommodate and preserve existing trees to the greatest extent practical.

May 21, 2020
Adopted June 11, 2020

SCALE: 1"=80'



Cabarrus/Iredell/Rowan HOME Consortium

HOME-American Rescue Plan (HOME-ARP) Policy

(For HOME-ARP Eligible Projects)

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

Table of Contents

I.	Purpose.....	3
II.	Background.....	3
III.	Establishment of HOME-ARP Requirements.....	3
IV.	Definitions of Frequently Used Terms.....	4
V.	Use of Funds to Benefit Qualifying Populations.....	5
	A. Development & Support of Affordable Housing.....	5
	B. Tenant-Based Rental Assistance (TBRA)	8
	C. Supportive Services	10
	D. Non-Congregate Shelter Units	12
	a. Target Households and Eligibility Requirements	14
	b. Period of Affordability/Restricted Use	23
	c. Compliance & Monitoring Requirements	23
VI.	Administration & Planning	25
VII.	Overarching Program Regulations & Requirements	27
	A. Fair Housing and Civil Rights	27
	B. Affirmative Marketing and Outreach	27
	C. Conflict of Interest.....	28
	D. Program Accessibility	29
	E. Equal Opportunity	29
	F. Non-Discrimination	30
	G. Reasonable Accommodations for Persons with Disabilities	30
	H. Business Enterprises (owned by Minorities, Women, and Disadvantaged Businesses).....	30
	I. The Uniform Act and Section 104(d).....	30
	J. Financial Management.....	32
	K. Procurement.....	33
	L. Environmental Review Requirement	34
	M. Public Records	35
	N. Additional General Policies and Procedures for Development Projects.....	35
	O. Section 504 Barrier Removal Standards for Multifamily Housing	41
	P. Prevailing Wages and Labor Standards Requirements	42
	Q. Section 3 Economic Opportunity.....	42
	R. Subsidy Layering and Underwriting Guidelines	42
	S. Costs Associated with Administration of Development Projects	43
	T. Mixed-Use Projects	44
	U. Summary.....	44

I. PURPOSE

The City of Concord’s Planning & Neighborhood Development Department (P&NDD) administers both federally-funded and City-funded projects to provide decent, safe and affordable housing options for its residents. The purpose of this Policy is to establish the requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.O. 117-2) (“ARP”) for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services. The City of Concord is the Lead Entity for the Cabarrus/Iredell Rowan HOME Consortium. This Policy will provide guidance for the City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium concerning this funding.

II. BACKGROUND

As a form of relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses, President Biden signed ARP into law on March 11, 2021, which included \$1.9 trillion to address the need for homelessness assistance and supportive services. Congress appropriated \$5 billion in ARP funds to be administered through HOME to perform four (4) activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

The HOME-ARP program defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a) (“McKinney-Vento”); (2) at risk of homelessness, as defined in Section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

The U.S. Department of Housing and Urban Development (HUD) is authorized to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S. C. 12701 et seq.) (NAHA”).

III. ESTABLISHMENT OF HOME-ARP REQUIREMENTS

The HOME-ARP program provides funds for homelessness and supportive services assistance under the HOME statute of Title II of NAHA (42 U.S.C. 12721 et seq.) and authorizes the Secretary of HUD to waive or specify alternative requirements for any provisions of NAHA or regulation for the administration of the HOME-ARP) program, except requirements related to fair housing, civil rights, nondiscrimination,

labor standards, and the environment, upon a finding that the waiver or alternative requirement is necessary to expedite or facilitate the use of HOME-ARP funds. Pursuant to ARP, the per-unit cost limits (42 U.S.C. 12742(e)), commitment requirements (42 U.S.C.12748 (g)), matching requirements (42 U.S.C. 12750), and set-aside for housing developed, sponsored, or owned by Community Housing Development Organizations (CHDOs) (42 U.S.C.12771) in NAHA do not apply to HOME-ARP funds.

This Policy describes the requirements applicable to the Participating Jurisdiction's (PJ's) use of HOME-ARP funds. Consolidated Plan requirements for HOME are in Title I of NAHA and 24 CFR Part 91. HOME program regulations are in 24 CFR Part 92. Except as described in HOME-ARP and this Policy, HOME statutory and regulatory provisions apply to a PJ's use of HOME-ARP funds.

IV. DEFINITIONS OF FREQUENTLY USED TERMS

Affordable Housing: housing that can be purchased for no more than 2.5 to 3 times the total annual household income or housing that allows household costs (rent or mortgage plus utilities) not to exceed 30 percent of household gross income, as defined by the U.S. Department of Housing and Urban Development (HUD).

Area Median Income (AMI): the yearly metric that is calculated by HUD to determine the income eligibility requirements of the eligible households.

Income: any source of monetary compensation that is received, especially on a regular basis, in the form of earned wages or salary, investment earnings, disability, retirement or Social Security income, alimony, child support, public assistance or from any other source.

Project Costs: the total funds that are needed to complete the project or work, including direct and indirect costs, such as assistance provided by the contract; equipment that is purchased solely for project use; utilities for a building that is used solely for the project and no other service; and other direct project costs. For service contracts, project costs are to be documented as follows:

- Repair costs – subcontractor invoices and receipts for materials.
- Equipment – purchase orders and documentation of expenses in the ledger, including documentation of 100% use by the project.
- Utilities – copies of bills paid for utilities.
- Documentation of 100% of construction costs through project completion.
- Documented proof that no other services are being provided within the building(s) except the services that were included in the initial written agreement.

System Vision Standards: design and construction standards that were created by Advanced Energy in conjunction with the North Carolina Housing Finance Agency. System Vision is an Advanced Energy program that provides training and technical support to improve the health, safety, durability, comfort, and energy efficiency of affordable homes in North Carolina.

V. USE OF FUNDS TO BENEFIT QUALIFYING POPULATIONS

The HOME-ARP program requires funds to be used primarily to benefit the qualifying populations through the four (4) eligible activities: (1) development and support of affordable housing; (2) tenant-based rental assistance (TBRA); (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter (NCS) units. Recognizing the urgent needs of individuals and families in qualifying populations, HUD is requiring that:

- 100% of HOME-ARP funds used by a PJ for TBRA, supportive services, and acquisition and development of non-congregate shelter units must benefit individuals and families in qualifying populations. Individuals and families in qualifying populations may be assisted by one or more of the HOME-ARP eligible activities, consistent with the requirements in this Policy.
- Not less than 70 percent of affordable rental housing units acquired, rehabilitated, or constructed with HOME-AR) funds by a PJ must be occupied by households in the qualifying populations. Units that are not restricted to occupancy by qualifying populations are subject to income targeting and rent requirements established under the HOME-AR) Rental Program rules and are only permitted in projects with rental units restricted for occupancy by qualifying populations.

HUD recognizes that, because many households in the qualifying populations are unable to pay rents sufficient to cover unit operating costs, PJs and project owners should attempt to obtain Federal or state project-based rental subsidies, if available. Since project-based rental subsidies can be difficult to secure, HUD determined that additional flexibility was necessary to properly structure or underwrite HOME-ARP rental projects to ensure that the projects will remain both affordable and financially viable during the minimum compliance period. One of these flexibilities is permitting up to 30 percent of HOME-ARP rental housing units funded by a PJ to be occupied by low-income households. PJs are encouraged to use this flexibility only when it is required to facilitate development of a HOME-ARP rental project.

PJs must determine and document that households meet the definition of a qualifying population or, for the portion of HOME-ARP rental units not restricted to these populations, that households are low-income.

A. Development & Support of Affordable Housing

Overview:

A PJ may use HOME-ARP funds to acquire, construct and rehabilitate rental housing for occupancy by individuals and families that meet one of the Qualifying Populations defined in *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). HOME-ARP rental housing may include single family or multifamily housing, transitional or permanent housing, group homes, single room occupancy (SRO) units, and manufactured housing.

To promote the development of financially viable housing, PJs may pay the entire amount of eligible costs associated with HOME-ARP rental units, are encouraged to work with local PHAs and state or local agencies to obtain project-based rental assistance and may provide ongoing operating cost

assistance or capitalize a project operating cost assistance reserve to address operating deficits of HOME-ARP units occupied by qualifying households. To promote inclusion of HOME-ARP units in mixed-income housing, up to 30 percent of the units a PJ funds with its HOME-ARP grant may be restricted for occupancy by households that are low-income.

Eligible Activities and Costs:

- ***Eligible Activities:*** Acquisition, construction, and rehabilitation of affordable rental housing, including reconstruction as defined in 24 CFR 92.2. Acquisition of vacant land or demolition may be undertaken only with respect to a HOME-ARP project for which construction is expected to start within 12 months of commitment.
- ***Eligible Costs:*** HOME-ARP funds may pay for up to 100 percent of the following eligible costs associated with HOME-ARP rental units:
 - Development hard costs include the actual cost of constructing and rehabilitating housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct or rehabilitate laundry and community facilities located within the same building as the HOME-ARP housing;
 - Refinancing of existing debt secured by a HOME-ARP rental project rehabilitated with HOME-ARP funds;
 - Acquisition costs of improved or unimproved real property;
 - Related soft costs including reasonable and necessary costs incurred by the PJ or project owner associated with the financing, development, acquisition, or rehabilitation of HOME-ARP rental housing;
 - Relocation costs as defined in 24 CFR 92.206(f), 24 CFR 92.353, and the Notice;
 - Certain costs related to the payment of construction, bridge, or guaranteed loans, if HOME-ARP is part of original financing; and
 - Operating cost assistance, through a capitalized operating reserve or ongoing operating cost payments, for HOME-ARP units restricted for occupancy by qualifying households.

Beneficiary Requirements:

- ***Eligible Beneficiaries:*** HOME-ARP funds must primarily benefit individuals and families that meet one of the qualifying populations defined in the Notice. However, not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be occupied by low-income households as defined in 24 CFR 92.2.
- ***Household Income:*** The following income requirements apply to HOME-ARP households:
 - ***Qualifying Households:*** At initial occupancy and each subsequent year during the minimum 15-year compliance period, the PJ must use the definition of annual income at 24 CFR 5.609 and the process described in the Notice to determine the household's contribution to rent.
 - ***Low-Income Households:*** The PJ must use the definition of annual income at 24 CFR 5.609 and the process described in the Notice to examine the household's income at initial occupancy and each subsequent year during the minimum 15-year compliance period to determine the household's ongoing income eligibility and applicable contribution to rent.
- ***Tenant Contribution to Rent:*** A qualifying household may not contribute to rent more than is affordable based on the PJ's determination of the household's income.

Project Requirements:

- **Targeting and Occupancy:** Not less than 70 percent of the total number of rental units a PJ assists with HOME-ARP funds must be restricted to occupancy by households that are qualifying households at the time of the household's initial occupancy. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds by the PJ may be restricted for occupancy by low-income households. A household that met the definition of one or more qualifying populations at initial occupancy remains a qualifying household throughout their period of occupancy irrespective of changes in income or whether they continue to meet a qualifying population definition (e.g., no longer qualify as homeless after being admitted to a HOME-ARP unit).
- **Property Standards:** HOME-ARP rental units must comply with all rental property standards required in 24 CFR 92.251 paragraphs (a), (b), (c)(1) and (2), (e), and (f).
- **Minimum Compliance Period:** HOME-ARP rental units must comply with the HOME-ARP rental requirements for a minimum of 15 years, irrespective of the amount of HOME-ARP funds invested in the project or the activity undertaken. If a project-based rental assistance Housing Assistance Payments (HAP) contract is awarded to a HOME-ARP rental project, the minimum compliance period is the greater of 15 years or the term of the HAP contract.
- **Rent Limitations:** HOME-ARP establishes rent limitations for units restricted for qualifying households and units restricted for low-income households as follows:
 - **Units Restricted for Occupancy by Qualifying Households:** The HOME-ARP rent may not exceed 30 percent of the adjusted income of a household whose annual income is equal to or less than 50 percent of the median income for the area, as determined by HUD (i.e., Low HOME Rents).
 - **Units Restricted for Occupancy by Low-Income Households:** HOME-ARP rental units restricted for low-income households must comply with the rent limitations at 24 CFR 92.252(a).
 - **Additional HOME-ARP Unit Limitations, if applicable:**
 - **Federal/State Project-Based Rental Subsidy:** A HOME-ARP unit that receives Federal or state project-based rental subsidy may charge the rent allowable under the rental subsidy program.
 - **Single Room Occupancy Units (SRO):** If an SRO unit has both sanitary and food preparation facilities, the maximum HOME-ARP rent is based on the zero-bedroom fair market rent. If the SRO unit only has sanitary facilities, the maximum HOME- ARP rent is based on 75 percent of the zero-bedroom fair market rent.
- **Changes in Income and Over Income Households:** A PJ must take action to address over- income households occupying HOME-ARP units as follows:
 - **Qualifying Households:** A qualifying household whose annual income at the time of recertification is above 50 percent of median income for the area but below 80 percent of median income for the area must pay the rent specified in 24 CFR 92.252(a).
 - **Low-Income Households:** A low-income household whose income is above 80 percent of the median income for the area must pay rent that complies with 24 CFR 92.252(i)(2).
- **Lease and Tenant Protections:** Each household that occupies a HOME-ARP assisted unit must execute a lease that complies with the tenant protection requirements prescribed in the Notice.
- **Master Leasing and Use of a HOME-ARP Sponsor:** A HOME-ARP sponsor – a nonprofit

organization that provides housing or supportive services to qualifying households – may execute a lease for a HOME-ARP unit or a master lease for multiple units in a project. The HOME-ARP sponsor may then sublease the HOME-ARP rental unit to a qualifying household.

- **Coordinated Entry and Project-Specific Waitlists**: On a project-by-project basis, a PJ must decide whether a project owner may use a Continuum of Care’s (CoC) Coordinated Entry (CE), a CoC’s CE and other referral sources, or a project-specific waitlist to select qualifying households for HOME-ARP units restricted for occupancy by qualifying households. A project owner must use a project-specific waitlist to select low-income households to occupy units restricted for occupancy by low-income households.

Oversight and Management:

A PJ is responsible for the day-to-day management and oversight of its HOME-ARP program including but not limited to the following:

- **Underwriting and Subsidy Layering**: A PJ must establish underwriting and subsidy layering guidelines for determining the appropriate amount of HOME-ARP funds, including any operating cost assistance provided to maintain the financial viability of the HOME-ARP project through the 15-year minimum compliance period.
- **Enforcement of Rental Requirements**: A PJ must impose the HOME-ARP rental requirements through a deed restriction, covenant running with the land, legally binding agreement restricting the use of the property and recorded on the property in accordance with State recordation laws, or other mechanism approved by HUD.
- **Project Completion, Occupancy and Noncompliance**: A PJ must repay any HOME-ARP funds invested in units that are 1) not completed within 4 year of project commitment, 2) not rented to eligible qualifying or low-income households within 12 months of project completion, or 3) terminated before completion or otherwise not compliant with the HOME-ARP rental requirements.
- **Management and Oversight of Operating Cost Assistance Reserve**: A PJ must require any HOME-ARP funds expended for project operating cost assistance reserves be held by a project owner in a separate interest-bearing account with review and written approval from the PJ prior to any disbursement of HOME-ARP funds from the operating cost assistance reserve account. The PJ must, no less than annually, review the operating cost assistance reserve account to determine that it is appropriately sized based on projected deficits for units restricted for occupancy by qualifying households.

B. Tenant-Based Rental Assistance (TBRA)

Overview:

HOME-ARP funds may be used to provide tenant-based rental assistance (“HOME-ARP TBRA”) to individuals and families that meet one of the Qualifying Populations defined in the *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). A PJ may assist a qualifying household by providing payments towards housing and housing-related costs, such as rent, security deposits, utility deposits, and utility costs. Because HOME-ARP TBRA is attached to the qualifying household and not a particular rental unit, the household may choose to

move to another unit with continued assistance as long as the new unit meets the applicable property standards. HOME-ARP TBRA may be provided in coordination with a non-profit HOME-ARP sponsor that facilitates a qualifying household's use of HOME-ARP TBRA. The HOME-ARP sponsor may make rental subsidy payments and a security deposit payment on behalf of a qualifying household or may sublease a unit to the qualifying household.

Eligible Costs:

- **Eligible Costs:** HOME-ARP funds may be used to provide rental assistance, security deposit assistance, utility deposits, and utility payments to qualifying households. HOME-ARP may pay up to 100% of these costs for a qualifying household.

Project Requirements:

- **Portability of Assistance:** A PJ may require the HOME-ARP TBRA assisted household to use the assistance within the PJ's boundaries or may permit the household to use the assistance outside its boundaries as outlined at 24 CFR 92.209(d).
- **Term of Rental Assistance Contract:** The PJ must determine the maximum term of HOME- ARP TBRA assistance contracts and whether contracts will be renewable.
- **Maximum Subsidy:** The PJ must establish policies for the allowable maximum subsidy, which may differ from the maximum subsidy requirements at 24 CFR 92.209(h). PJs may provide up to 100 percent subsidy for rent, security deposit payments, and utility bills. The PJ must also establish policies for determining any household contribution to rent.
- **Rent Reasonableness:** The PJ must determine whether the rent is reasonable in comparison to rent for other comparable unassisted units and must disapprove a lease if the rent is not reasonable.
- **Housing Quality Standards:** Housing must comply with all housing quality standards required at 24 CFR 982.401 (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME or HOME-ARP unit, in which case the PJ may defer to initial and ongoing inspection standards for the housing.
- **Use of a HOME-ARP Sponsor:** A HOME-ARP sponsor – a nonprofit organization that provides housing or supportive services to qualifying households – may facilitate the leasing of a HOME- ARP rental unit or the use and maintenance of HOME-ARP TBRA. A sponsor may make rental subsidy payments and a security deposit payment on behalf of a qualifying household.

PJ Management and Oversight:

- **Rental Assistance Contract:** HOME-ARP TBRA must be provided through a rental assistance contract with the PJ and (1) an owner that leases a unit to a qualifying household; (2) the qualifying household, (3) a HOME-ARP sponsor or (4) an owner and the qualifying household in a tri-party contract.
- **Lease and Sublease:** PJs must require and verify that there is an executed lease between the qualifying household and the owner of the rental unit or a between an owner and a HOME- ARP sponsor with a sublease between the qualifying households and the HOME-ARP sponsor that complies with tenant protection requirements in accordance with 24 CFR 92.253(a). PJs may permit a HOME-ARP sponsor to execute a lease with an owner for an individual unit or a master

lease for more than one unit restricted for occupancy by HOME- ARP TBRA households.

- **Written Agreement with HOME-ARP Sponsor:** The PJ must enter into a written agreement with the HOME-ARP sponsor if the HOME-ARP TBRA rental assistance contract is not with the HOME-ARP sponsor and the HOME-ARP sponsor will be receiving the HOME-ARP TBRA subsidy directly from the PJ.

C. Supportive Services

Overview:

A PJ may use HOME-ARP funds to provide a broad range of supportive services to individuals and families that meet one of the qualifying populations as defined in *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). Supportive services may be provided to individuals and families who are not already receiving the services outlined in the Notice through another program. PJs may establish a separate supportive services activity or activities or may combine supportive services with other HOME- ARP activities.

Eligible Services and Costs:

Eligible Supportive Services: There are three categories specifically included as supportive services under HOME-ARP:

- **McKinney-Vento Supportive Services:** McKinney-Vento Supportive Services under HOME- ARP are adapted from the services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act (“**McKinney-Vento Supportive Services**”) (42 U.S.C. 11360(29)).
- **Homelessness Prevention Services:** HOME-ARP Homelessness Prevention Services are adapted from certain eligible homelessness prevention services under the Emergency Services Grant (ESG) regulations at 24 CFR Part 576.
- **Housing Counseling Services:** Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except that homeowner assistance and related services are not eligible HOME-ARP activities.

Eligible Costs of Supportive Services for Qualifying Individuals and Families: HOME-ARP funds may be used to pay eligible costs associated with the HOME-ARP supportive services activity in accordance with the requirements of the Notice.

Eligible Costs Associated with McKinney-Vento and Homelessness Prevention Supportive Services:

- All qualifying households are eligible to receive supportive services under the HOME-ARP supportive services activity. Eligible costs associated with McKinney-Vento supportive services and homelessness prevention supportive services include:
 - Costs of child care;
 - Costs of improving knowledge and basic educational skills;
 - Costs of establishing and/or operating employment assistance and job training programs

- Costs of providing meals or groceries
- Costs of assisting eligible program participants to locate, obtain and retain housing
- Costs of certain legal services
- Costs of teaching critical life management skills
- Financial assistance costs, including:
 - Rental application fees
 - Security deposits
 - Utility deposits
 - Payment of rental arrears

Please consult Notice CPD-21-10 for a full list and description of eligible costs.

- The costs of homelessness prevention services are only eligible to the extent that the assistance is necessary to help program participants regain stability in their current permanent housing or move into other permanent housing to achieve stability in that housing.
- PJs must establish requirements documenting an eligible cost as McKinney-Vento supportive services to an individual or family in a qualifying population, homelessness prevention services, or Housing Counseling.

Eligible Costs Associated with Housing Counseling: Costs associated with housing counseling services as defined at 24 CFR 5.100 and 5.111 are eligible. Costs may only be paid under HOME- ARP if housing counseling services are provided by HUD-certified housing counselors and organizations.

- **Eligible costs include:**
 - Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME- program participants
 - Development of a housing counseling workplan
 - Marketing and outreach
 - Intake
 - Financial and housing affordability analysis
 - Action plans that outline what the housing counseling agency and the client will do to meet the client's housing goals and that address the client's housing problem(s)
 - Follow-up communication with program participants
- Costs for the provision of services to existing homeowners related to homeownership and mortgages to existing homeowners are not eligible under HOME-ARP.
- If a program participant is a candidate for homeownership, costs associated with pre- purchase homebuying counseling, education and outreach are eligible under HOME-ARP.

Oversight and Management:

A PJ is responsible for the day-to-day management and oversight of its HOME-ARP program including but not limited to the following:

- **Oversight of Eligible Costs:** All supportive service costs paid for by HOME-ARP must comply with the requirements of the Notice and Uniform Administrative Requirements at 2 CFR Part 200, Subpart E, Cost Principles that require costs be necessary and reasonable.
- **No Duplication of Services:** PJs are responsible for establishing requirements that allow a

program participant to receive only the HOME-ARP services needed so there is no duplication of services or assistance in the use of HOME-ARP funds for supportive services.

- **Termination of Assistance:** The PJ may terminate assistance to a program participant who violates program requirements or conditions of occupancy.

D. Non-Congregate Shelter Units

Overview:

HOME-ARP funds may be used to acquire and develop non-congregate shelter (HOME-ARP NCS) for individuals and families that meet one of the Qualifying Populations defined in the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). NCS provides private units or rooms as temporary shelter to individuals and families and do not require occupants to sign a lease or occupancy agreement. This activity may include the construction of new structures or the acquisition and/or rehabilitation of existing structures (such as motels, nursing homes, or other facilities) to be for use as HOME-ARP NCS. The Notice establishes requirements applicable to HOME-ARP NCS.

Eligible Activities and Costs:

- **Eligible Activities:** HOME-ARP funds may be used to acquire, rehabilitate, or construct NCS units to serve individuals and families Qualifying Populations.
- **Eligible Costs:** HOME-ARP funds may be used for:
 - **Acquisition Costs:** Costs to acquire improved or unimproved real property for use as or development of HOME-ARP NCS.
 - **Demolition Costs:** Costs to demolish existing structures for the purpose of developing HOME-ARP NCS.
 - **Development Hard Costs:** Costs to rehabilitate or construct HOME-ARP NCS units to meet the HOME-ARP minimum habitability standards. Costs to make improvements to the project site, including installation of utilities or utility connections, laundry facilities, community facilities, on-site management, or supportive service offices.
 - **Related Soft Costs:** Reasonable and necessary costs incurred by the PJ, subrecipient, or project owner associated with financing, acquisition, and development of HOME-ARP NCS projects.
 - **Replacement Reserve:** Costs to capitalize a replacement reserve to cover reasonable and necessary costs of replacing major systems and their components.
- **Ineligible Costs:** HOME-ARP funds may not be used to pay ongoing costs of operating HOME-ARP NCS or to convert NCS to housing.

Admission and Occupancy:

- HOME-ARP NCS units may only be occupied by individuals or families that meet the criteria for one or more of the Qualifying Populations.
- Program participants may not be charged occupancy fees or other charges to occupy a HOME-ARP NCS unit unless the PJ determines such fees and charges are customary and reasonable and the charges comply with 24 CFR 578.77(b).
- PJs are encouraged to incorporate HOME-ARP NCS units into the CE established by the

CoC(s) for the area the NCS is funded to serve, if the CE complies with the requirements established in the HOME-ARP Notice.

- HOME-ARP supportive services may also be provided, if needed, to Qualifying Populations served by the NCS.

Project Requirements:

- **Property and Habitability Standards:** At project completion, HOME-ARP NCS units and common areas must meet all applicable State and local codes, ordinances, and requirements and HUD’s Lead Safe Housing Rules at 24 CFR Part 35. Project classification as acquisition only, rehabilitation, or new construction is determined by the PJ’s local code requirements based on specific work to be performed. Projects must meet HOME-ARP NCS ongoing property standards throughout the restricted use period.
- **Restricted Use Period:** HOME-ARP NCS projects must comply with HOME-ARP requirements during the restricted use period established in the HOME-ARP Notice.

<i>New Construction:</i>	<i>15 years</i>
<i>Rehabilitation:</i>	<i>10 years</i>
<i>Acquisition Only:</i>	<i>10 years</i>

- **Use as NCS:** The NCS may remain as HOME-ARP NCS for the restricted use period or may be used as NCS under the Emergency Shelter Grant (ESG) program.
- **Conversion to Housing:** ARP permits HOME-ARP NCS units to be converted into permanent housing under the Continuum of Care (CoC) program or permanent affordable housing during the restricted use period in accordance with requirements established in the Notice. No HOME-ARP funds may be used for conversion.
 - **Minimum Use Period:** All HOME-ARP NCS projects must be operated as NCS for a minimum period of time prior to conversion. The minimum use period prior to conversion varies based on the original HOME-ARP NCS eligible activity undertaken and the amount of funds invested in the project.
 - **Permanent Affordable Housing:** During the restricted use period, but only after the HOME-ARP NCS minimum use period, a PJ may provide written approval to convert the project from HOME-ARP NCS to permanent affordable housing (e.g., affordable multifamily rental housing, transitional housing) in accordance with the requirements prescribed in the PJ’s written agreement with the HOME-ARP NCS owner.
 - **CoC Permanent Housing:** During the restricted use period, but only after the HOME-ARP NCS minimum use period has been met, a PJ may permit conversion of a HOME-ARP NCS project to permanent housing under 24 CFR 578.43 (acquisition) and/or 24 CFR 578.45 (rehabilitation) of the CoC program regulations. Conversions must comply with any conversion requirements established in the PJ’s written agreement with the HOME- ARP NCS owner. If conversion is planned, the HOME-ARP NCS use restrictions must remain in place until the project is approved for CoC funding and the required CoC restrictions are imposed on the property.

PJ Management and Oversight:

- **Project Development Due Diligence:** Before awarding HOME-ARP funds to a HOME-ARP NCS

project, PJs must determine that acquisition and/or development is financially feasible. The PJ is responsible for maintaining continued operation of the NCS and must consider whether the HOME-ARP NCS project has secured or has a high likelihood of securing operating funding, because operating costs cannot be paid with HOME-ARP.

PJs must assess HOME-ARP NCS projects, including a review of information from the owner and/or developer that demonstrates the project's financial feasibility throughout the restricted use period.

Before committing funds, PJs should also determine whether the owner intends to continue operating the project as HOME-ARP NCS or emergency shelter NCS under ESG for the restricted use period or plans to convert the HOME-ARP NCS to housing after the minimum use period has been met. In such instances, the PJ should consider the physical design needs of an eventual conversion in its evaluation of the HOME-ARP NCS project.

a. Target Households and Eligibility Requirements

The HOME-ARP program requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

A. Qualifying Populations

1. Homeless, as defined in 24 CFR 91.5 *Homeless* (1), (2), or (3):

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:

- (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. **At risk of Homelessness**, as defined in 24 CFR 91.5 *At risk of homelessness*:

- (1) An individual or family who:
 - (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and

(iii) Meets one of the following conditions:

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human

trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:

- 1) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- 2) A person with whom the victim shares a child in common;
- 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
- 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship;
 - b. The type of relationship; and
 - c. The frequency of interaction between the persons involved in the relationship.

Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person's individual safety or the safety of others; or
- 2) Suffer substantial emotional distress.

Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

- 1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - 2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
4. **Other Populations** where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

- (1) **Other Families Requiring Services or Housing Assistance to Prevent Homelessness** is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- (2) **At Greatest Risk of Housing Instability** is defined as household who meets either paragraph (i) or (ii) below:
 - (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
 - (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, **AND** meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid

by charitable organizations or by Federal, State, or local government programs for low-income individuals;

- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

B. Use of Funds to Benefit Qualifying Populations

ARP states that funds must be used to primarily benefit the qualifying populations through the four eligible activities: (1) TBRA, (2) development and support of affordable housing, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter (NCS) units. Recognizing the urgent needs of individuals and families in qualifying populations, HUD is requiring that:

- 100% of HOME-ARP funds used by a PJ for TBRA, supportive services, and acquisition and development of non-congregate shelter units must benefit individuals and families in qualifying populations. Individuals and families in qualifying populations may be assisted by one or more of the HOME-ARP eligible activities, consistent with the requirements in Notice CPD-21-10.
- Not less than 70 percent of affordable rental housing units acquired, rehabilitated, or constructed with HOME-ARP funds by a PJ must be occupied by households in the qualifying populations. Units that are not restricted to occupancy by qualifying populations are subject to income targeting and rent requirements established under the HOME-ARP Rental Program rules and are only permitted in projects with rental units restricted for occupancy by qualifying populations.

HUD recognizes that, because many households in the qualifying populations are unable to pay rents sufficient to cover unit operating costs, PJs and project owners should attempt to obtain Federal or state project-based rental subsidies, if available. Since project-based rental subsidies can be difficult to secure, additional flexibility may be necessary to structure and underwrite projects so that they remain both affordable and financially viable. HUD is providing PJs with additional flexibilities in Notice CPD-21-10. to structure and underwrite HOME-ARP rental projects so they remain financially viable during the minimum compliance period. One of these flexibilities is permitting up to 30 percent of HOME-ARP rental housing units funded by a PJ to be occupied by low-income households. PJs are encouraged to use

this flexibility only when it is required to facilitate development of a HOME-ARP rental project.

PJs must determine and document that households meet the definition of a qualifying population or, for the portion of HOME-ARP rental units not restricted to these populations, that households are low-income.

C. Preferences Among Qualifying Populations, Referral Methods, and Subpopulations

1. Preferences

The HOME-ARP program establishes the qualifying populations that are eligible for assistance with HOME-ARP funds. A PJ may establish reasonable preferences among the qualifying populations to prioritize applicants for HOME-ARP projects or activities based on the PJ's needs and priorities, as described in its HOME-ARP allocation plan. For example, a PJ may set a preference among qualifying individuals and families for a HOME-ARP non-congregate shelter for individuals and families who are homeless; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and veterans and families with a veteran family member that meet the criteria of one of these prior qualifying populations, consistent with its HOME-ARP allocation plan.

The PJ must comply with all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a) when applying preferences through its referral methods. Persons who are eligible for a preference must have the opportunity to participate in all HOME-ARP activities of the PJ in which they are eligible under Notice CPD-21-10, including activities that are not separate or different, and cannot be excluded because of any protected characteristics or preferential status.

Targeted assistance: If HOME-ARP funds are used for TBRA, the PJ may establish a preference for individuals with special needs or persons with disabilities among the HOME-ARP qualifying populations. Within the qualifying populations, participation may be limited to persons with a specific disability only, if necessary, to provide effective housing, aid, benefit, or services that would be as effective as those provided to others in accordance with 24 CFR 8.4(b)(1)(iv). The PJ may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) within the qualifying populations only if the specific category is identified in the PJ's HOME-ARP allocation plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

2. Referral Methods for Projects or Activities

A PJ may use the referral methods described below to administer HOME-ARP assistance to qualifying individuals and families. Regardless of the referral method used by the PJ, HUD holds the PJ responsible for determining and documenting that beneficiaries meet the definition of a qualifying population or, for the portion of HOME-ARP rental units not restricted to qualifying populations, that beneficiaries are low-income.

A PJ may use the coordinated entry or coordinated entry process (CE) of a continuum of care (CoC) for referrals for projects and activities as described below. Under 24 CFR 578.3, a CE is a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals within a defined area. HUD requires each CoC to establish and operate a CE with the goal of increasing the efficiency of local crisis response systems and improving fairness and ease of access to resources, including mainstream resources. A PJ may permit a CoC CE to collect information and documentation required to determine whether an individual or family meets the criteria of a HOME-ARP qualifying population at any point in the coordinated entry process, (i.e., after or concurrently with the assessment and intake processes) as long as that information is not used to rank a person for HOME-ARP assistance other than as specified by the preferences or method of prioritization established by the PJ, in accordance with HOME-ARP requirements. If the PJ uses CE, the PJ cannot require HOME- ARP victim service providers to use the CE but may permit them to do so.

The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when using the following referral methods:

i. Use of Expanded CE in HOME-ARP

Under this referral method, a PJ may use a CE established by a CoC operating within its boundaries for one or more projects or activities if the CE accepts all HOME-ARP qualifying populations eligible for those activities or projects, in accordance with the preferences and prioritization, if any, established or approved by the PJ in its HOME-ARP allocation plan and imposed through the PJ's written agreements.

Before using a CoC's CE, PJs should consider whether the CE covers the same service area as the HOME-ARP project or activity that would use that CE. At a minimum, the PJ must establish policies and procedures that describe the relationship of the geographic area(s) served by the project or activity to the geographic area(s) covered by the CoC CE and address how the CE will provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE.

The PJ must require a project or activity to use CE along with other referral methods (as provided in section ii below) or to use only a project/activity waiting list (as provided in section iii below) if:

1. the CE does not have a sufficient number of qualifying individuals and families to refer to the PJ for the project or activity;
2. the CE does not include all HOME-ARP qualifying populations; or,
3. the CE fails to provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE.

ii. Use of CE with Other Referral Methods

The PJ may use a CoC CE with additional referrals from outside organizations or project-specific waiting lists consistent with HOME-ARP requirements. If using this referral

method, the PJ must establish or approve any preferences or prioritization criteria applied by a CoC CE or other referral sources. The PJ may also use a waiting list to receive referrals from a CoC CE and other referral agencies for a project or activity, where a CoC CE or referral agency refers an applicant that is placed on the waiting list for that project or activity in chronological order.

If applicable, a PJ must establish policies and procedures for applying a PJ's established preferences and method of prioritization, if any, when accepting direct referrals from a CoC CE and other referral agencies and must document that such the policies and procedures were followed for each applicant served.

iii. Use of a Project/Activity Waiting List

The PJ may establish a waiting list for each HOME-ARP project or activity. All qualifying individuals or families must have access to apply for placement on the waiting list for an activity or project. Qualifying individuals or families on a waiting list must be accepted in accordance with the PJ's preferences, if any, consistent with Notice CPD-21-10 or, if the PJ did not establish preferences, in chronological order, insofar as practicable.

3. Limiting Eligibility to Subpopulations

PJs must follow all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, section 504 of Rehabilitation Act, HUD's Equal Access Rule, and the Americans with Disabilities Act, as applicable.

HOME-ARP rental housing or NCS may be limited to a specific subpopulation of a qualifying population identified in Section IV.A. of Notice CPD-21-10, so long as admission does not discriminate against any protected class under federal nondiscrimination laws in 24 CFR 5.105 (*e.g.*, the housing may be limited to homeless households and at risk of homelessness households, veterans and their families, victims of domestic violence, dating violence, sexual assault, stalking or human trafficking and their families).

Recipients may limit admission to or provide a preference for HOME-ARP rental housing or NCS to households who need the specialized supportive services that are provided (*e.g.*, domestic violence services). However, no otherwise eligible individuals with disabilities or families including an individual with a disability who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

Consistent with the statutory authority under ARP, HOME-ARP NCS may be converted to permanent housing under the CoC program or used as shelters under the ESG program, when all program and fair housing and nondiscrimination requirements are met. As such, HOME-ARP NCS may need to limit eligibility to households that are homeless and/or at risk of homelessness if the shelter will be converted to permanent housing under the CoC program or used as an emergency shelter in the ESG program.

b. Period of Affordability/Restricted Use Period

The period of affordability/restricted use period begins at project completion as defined in **Notice CPD-21-10** and must be imposed for at least the following periods:

- a. **New Construction**: Newly constructed HOME-ARP NCS units must be operated as HOME-ARP NCS units for qualifying populations for a restricted use period of 15 years, regardless of the amount of HOME-ARP funds invested in the project.
- b. **Rehabilitation**: HOME-ARP NCS units which receive any amount of HOME-ARP funds for rehabilitation but are not designated as new construction by the PJ's state or local building code requirements must be operated as HOME-ARP NCS units for qualifying populations for a restricted use period of 10 years.
- c. **Acquisition Only**: Units acquired for use as HOME-ARP NCS that do not require rehabilitation for occupancy must serve the qualifying populations for a restricted use period of 10 years.
- d. PJs may impose longer restricted use periods but must require the project remain financially viable for the extended period.

c. Compliance & Monitoring Requirements

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.

VI. Administration & Planning

The PJ may expend, for payment of reasonable administrative and planning costs, up to 15 percent of its HOME-ARP allocation. Reasonable administrative and planning costs for the HOME-ARP program include:

1. Reasonable costs of overall HOME-ARP program management, coordination, monitoring, and evaluation. Such HOME-ARP costs include, but are not limited to, necessary expenditures for the following:
 - a. Salaries, wages, and related costs of the PJ's staff. If a PJ charges costs to this category, the PJ may either include the entire salary and related costs allocable to the HOME-ARP program of each person whose *primary* responsibilities with regard to the HOME-ARP program involves program administration assignments, or the prorated share of the salary, wages, and related costs of each person whose job includes *any* program administrative assignments. A PJ may only use one of these two methods. Program administration includes:
 - i. Developing systems and schedules for complying with HOME-ARP program requirements, including systems to prevent a duplication of benefits among beneficiaries of HOME-ARP activities;
 - ii. Developing interagency agreements and agreements with entities receiving HOME-ARP funds;
 - iii. Monitoring HOME-ARP activities for progress and compliance with HOME-ARP program requirements;
 - iv. Preparing HOME-ARP reports and other documents related to the HOME-ARP program for submission to HUD;
 - v. Coordinating the resolution of audit and monitoring findings on HOME-ARP activities;
 - vi. Evaluating HOME-ARP program results against stated objectives in the HOME-ARP allocation plan, and
 - vii. Managing or supervising persons whose primary responsibilities with regard to the HOME-ARP program include such assignments as those described above.
 - b. Travel costs incurred for official business in carrying out the HOME-ARP program.
 - c. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.
 - d. Other costs for goods and services required for administering the HOME-ARP program, such as: rental or purchase of equipment, insurance, information systems necessary to track and implement beneficiaries of HOME-ARP activities in accordance with the requirements of Notice CPD-21-10, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
 - e. Costs of administering HOME-ARP TBRA and HOME-ARP supportive services

programs.

2. Staff and overhead costs of the PJ directly related to carrying out a HOME-ARP project, in accordance with 24 CFR 92.207(b).
3. The provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of projects being assisted with HOME-ARP funds.
4. Activities to affirmatively further fair housing (AFFH) in accordance with 24 CFR 5.151 and the PJ's certification as required under Notice CPD-21-10 and 24 CFR 5.152. The AFFH definition in HUD's Interim Final Rule entitled, "Restoring Affirmatively Furthering Fair Housing Definitions and Certifications" (86 FR 30779, June 10, 2021), as amended, at 24 CFR 5.151, and the AFFH certification requirement, at 24 CFR 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>.
5. Indirect costs may be charged to the HOME-ARP program under a cost allocation plan prepared in accordance with 2 CFR part 200, subpart E, as amended.
6. Preparation of the HOME-ARP allocation plan as required in Notice CPD-21-10. Preparation includes the costs of public hearing, consultations, and publications.
7. Costs of complying with the applicable Federal requirements in 24 CFR part 92, subpart H. Project-specific environmental review costs may be charged as administrative or project costs in accordance with 24 CFR 92.206(d)(8) and is at the discretion of the PJ.

Funds available under the HOME-ARP appropriation for administration and planning may not be used to pay costs attributable to the regular HOME Program.

PJs may provide all or a portion of its HOME-ARP administrative funds to subrecipients and contractors that are administering activities on behalf of the PJ (e.g., CoC entity, other non-Federal entity), in accordance with the requirements in Notice CPD-21-10. However, from the obligation date of the HOME-ARP funds in the HOME-ARP Grant Agreement and prior to HUD's acceptance of the PJ's HOME-ARP allocation plan, a subrecipient or contractor to the PJ may only incur and expend HOME-ARP funds for eligible administrative and planning costs if the subrecipient or contractor is responsible for the use of the PJ's entire HOME-ARP award and has executed a HOME-ARP written agreement that complies with 24 CFR 92.504 and Notice CPD-21-10. The PJ must also identify the subrecipient or contractor administering the PJ's entire HOME-ARP award and describe the subrecipient or contractor's responsibilities in the PJ's HOME-ARP allocation plan.

All costs must comply with the Cost Principles contained in subpart E of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200, as amended (Uniform Administrative Requirements).

Once HUD obligates the HOME-ARP funds, as described in Section VIII.C.2 of Notice CPD-21-10, the PJ may incur and expend up to 5 percent of its HOME-ARP allocation on eligible administrative and

planning costs, as described in this section and 24 CFR 92.207. Before HUD's acceptance of the PJ's HOME-ARP allocation plan, the PJ is only permitted to incur and expend HOME-ARP funds on eligible administrative and planning costs.

If the PJ does not submit a HOME-ARP allocation plan or if the PJ's plan is not accepted within a reasonable period of time, as determined by HUD, all HOME-ARP administrative and planning costs incurred by the PJ will be ineligible costs and any HOME-ARP funds expended by the PJ must be repaid to the PJ's HOME Investment Trust Fund Treasury account, in accordance with guidance issued by HUD. Moreover, if the PJ's HOME-ARP allocation plan does not identify or include a description of the responsibilities of the subrecipient or contractor that is responsible for the PJ's entire HOME-ARP award, if applicable, the administrative and planning costs incurred or expended by the subrecipient or contractor will also be ineligible and any HOME-ARP funds expended by the PJ's subrecipient or contractor must be repaid to the PJ's HOME Investment Trust Fund Treasury account, in accordance with guidance from HUD.

VII. 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.

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.

- **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 Polices 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.

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. 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.

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.
- ***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.

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 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.

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.

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.

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."

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.

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 *N.C. Building Code and the Concord Development Ordinance*, 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 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.

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.

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.

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.

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.

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.

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.
 - 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 services
- If 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.

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.

Mixed-Use Projects

The Cabarrus/Iredell/Rowan Home Consortium funds may be used in developing mixed-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.

Summary

The HOME-American Rescue Plan (HOME-ARP) Policy was implemented in response to the City's need to define its process, and the guidelines for the Cabarrus/Iredell/Rowan HOME Consortium, to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing rental assistance, supportive services and non-congregate shelter, to reduce homelessness and increase housing stability within the Cabarrus/Iredell/Rowan Home Consortium's jurisdictions.



MEMORADUM

DATE: Wednesday, March 9, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Haven at Rocky River PH 1 MP 4
 PROJECT NUMBER: 2018-054
 DEVELOPER: Dependable Development, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: 20-56, 63-87
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 14, 2022
 ONE-YEAR WARRANTY DATE: Thursday, April 13, 2023

Water Infrastructure	Quantity
2-inch in LF	280.00
8-inch in LF	2174.00
8-inch Valves	5
Hydrants	5

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2293.00
Manholes as EA	12



MEMORADUM

DATE: Monday, March 28 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Kensley East Subdivision, PH 1
 PROJECT NUMBER: 2021-023
 DEVELOPER: Niblock Homes, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-13
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 14, 2022
 ONE-YEAR WARRANTY DATE: Friday, April 14, 2023

Water Infrastructure	Quantity
8-inch in LF	383.00
8-inch Valves	1
2-inch in LF	244.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	959.00
Manholes as EA	7

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this 2nd day of March, 2022, by Foxbox LLC, a North Carolina limited liability company, whose principal address is 761 King Frederick Lane, Concord, NC 28027 (hereinafter referred to as “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 MEASURE (SCM), 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: 3231, 3301 & 3307 Perry Street, Concord, NC, Cabarrus County Property Identification Number (PIN): 5509-23-8573. Being the same land described in deed recorded in Book and Pages 14293/144 & 149 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 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 an engineered stormwater control structure, namely a Sand Filter as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantors’ dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; 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 the 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 therefrom, 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 "Easement Exhibit for: Owner: YOXBOX, LLC" and labeled "SCM Maintenance & Access Easement Area: 11,961.0 SF / 0.275 AC"** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM 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 SCM as shown on the attached **Exhibit "A" titled "Easement Exhibit for: Owner: YOXBOX, LLC" and labeled "SCM Maintenance & Access Easement Area: 11,961.0 SF / 0.275 AC"** 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 SCM, 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 Sand Filter Inspection and Maintenance Plan 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. Grantors agree to abide by all applicable codes including but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in **"Exhibit B"**, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor's N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM 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 by Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, 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 SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommend 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 Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including any 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 NC DENR 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, the City of Concord Code of Ordinances, CCDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, maintain same and make repairs or replacements to the SCM, their 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 with the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner 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 Properties are subject to a Stormwater Control Measure (SCM), 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 Grantors 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 properties hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated March 2, 2022 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 and its successors and assigns forever and Grantors 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 whatsoever.

Title to the Properties hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENT AND ACCEPTED THE SCM ACCESS EASEMENT AT THEIR MEETING OF _____, 2022 AS ATTESTED TO BELOW BY THE CITY CLERK

CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR

Yoxbox LLC, a
North Carolina limited liability company

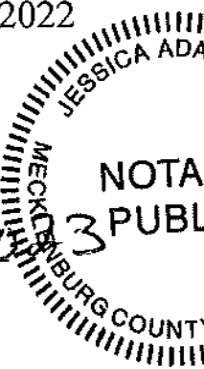
By: [Signature]
Name: JAMIE YOXHEIMER
Title: Member

STATE OF NC
COUNTY OF Mecklenburg

I, Jessica Adamczak, a Notary Public of the aforesaid County and State, do hereby certify that Jamie Yoxheimer personally appeared before me this day and acknowledged that he/she is the manager of Yoxbox LLC, a North Carolina limited liability company, and that he/she, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 2 day of March, 2022

[Signature]
Notary Public
My commission expires: June 23, 2023



GRANTEE:

City of Concord, a municipal corporation

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

TEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

Lerie Koleczynski, City Attorney

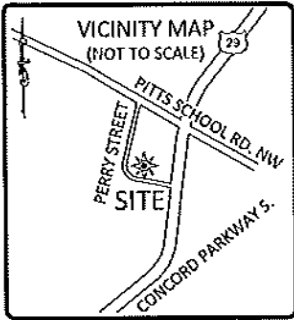
**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation the foregoing STORMWATER CONTROL MEASURE (SCM), 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 _____, 2022.

Notary Public _____
My commission expires: _____

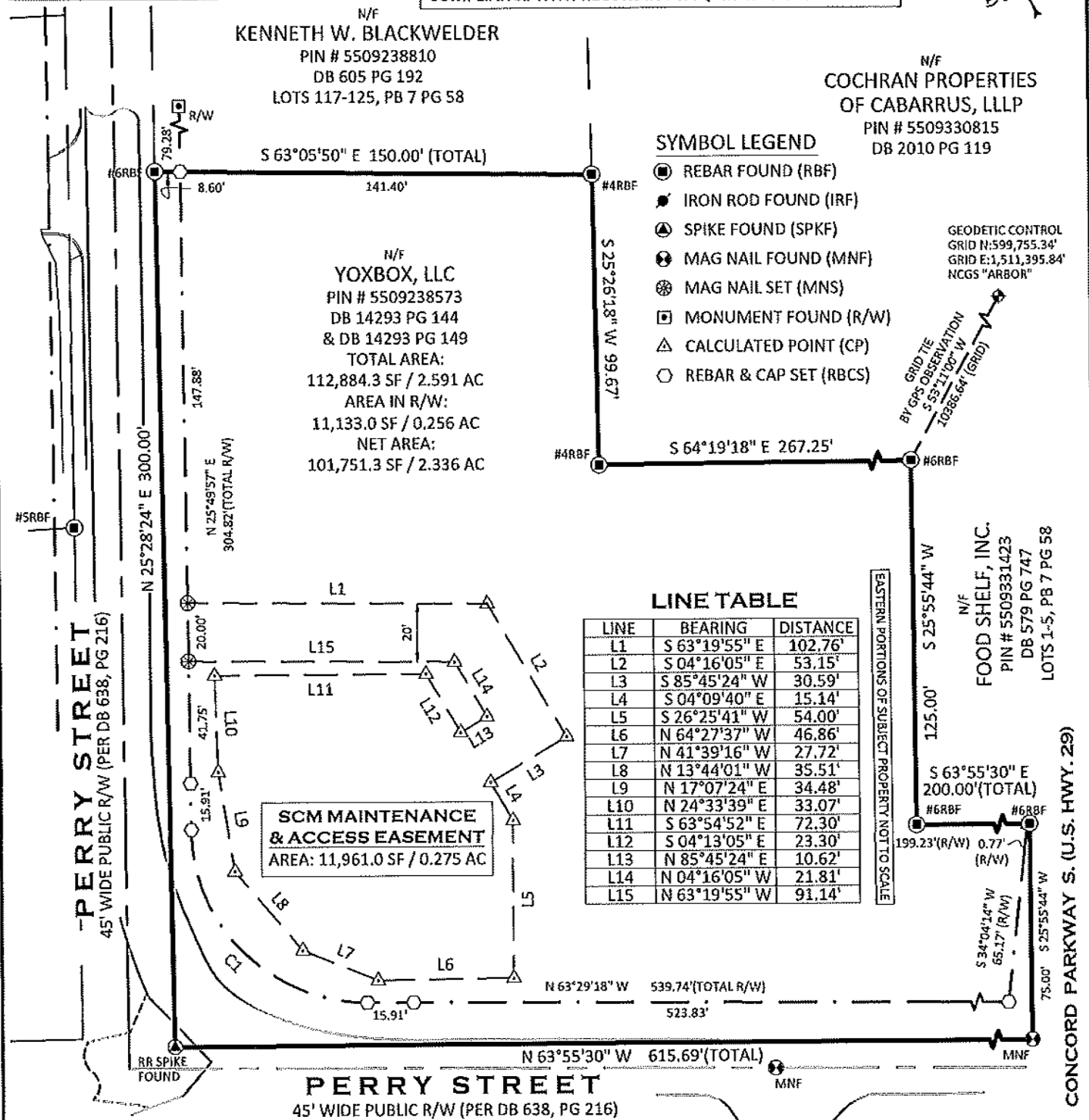
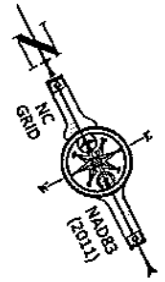
Exhibit A



SURVEY NOTES:

1. THE PURPOSE OF THIS MAP IS TO ESTABLISH A NEW STORMWATER CONTROL MEASURE (SCM) MAINTENANCE & ACCESS EASEMENT.
2. PROPERTY SUBJECT TO ANY & ALL EASEMENTS AND RESTRICTIONS OF RECORD.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. UNITS: US SURVEY FOOT.
4. AREA COMPUTED BY THE COORDINATE METHOD.
5. REFERENCE(S): ALTA/NSPS LAND TITLE SURVEY BY TIMOTHY S. GUISEWHITE, DATED OCTOBER 23, 2017.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



SYMBOL LEGEND

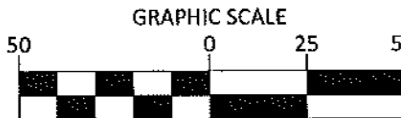
- REBAR FOUND (RBF)
- IRON ROD FOUND (IRF)
- ▲ SPIKE FOUND (SPKF)
- MAG NAIL FOUND (MNF)
- MAG NAIL SET (MNS)
- MONUMENT FOUND (R/W)
- △ CALCULATED POINT (CP)
- REBAR & CAP SET (RBCS)

GEODETIC CONTROL
GRID N: 599,755.34'
GRID E: 1,511,395.84'
NCGS "ARBOR"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 63°19'55" E	102.76'
L2	S 04°16'05" E	53.15'
L3	S 85°45'24" W	30.59'
L4	S 04°09'40" E	15.14'
L5	S 26°25'41" W	54.00'
L6	N 64°27'37" W	46.86'
L7	N 41°39'16" W	27.72'
L8	N 13°44'01" W	35.51'
L9	N 17°07'24" E	34.48'
L10	N 24°33'39" E	33.07'
L11	S 63°54'52" E	72.30'
L12	S 04°13'05" E	23.30'
L13	N 85°45'24" E	10.62'
L14	N 04°16'05" W	21.81'
L15	N 63°19'55" W	91.14'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	93.54'	84.35'	N 18°49'40" W



(IN FEET)
1 inch = 50ft.

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 14293, PAGE 144 & 149); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

THIS 2ND DAY OF MARCH, A.D., 2022.

DocuSigned by:
Timothy S. Guisewhite
3/2/2022

TIMOTHY S. GUISEWHITE, PLS
NORTH CAROLINA REGISTRATION NUMBER L-4912



EASEMENT EXHIBIT for:
OWNER:
YOXBOX, LLC

PARCEL ID. #5509238573 3301 PERRY ST. NW
CITY OF CONCORD ~ TOWNSHIP No.2
CABARRUS COUNTY, NC

**GUISEWHITE PROFESSIONAL
LAND SURVEYING, PC**
GPLS
P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411



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.

Consent of Lienholder

United Bank ("Lienholder"), hereby consents to the grant of the foregoing Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement by Yoxbox LLC, a North Carolina limited liability company, filed in Deed Book 14293 at Page 149-153, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Commercial Construction Deed of Trust Future Advances and Future Obligations are Secured by this Real Estate Deed of Trust recorded in Deed Book 14538, Page 99 and Assignment of Leases and Rents recorded in Deed Book 14538, Page 107, all of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 24th day of February, 2022.

United Bank

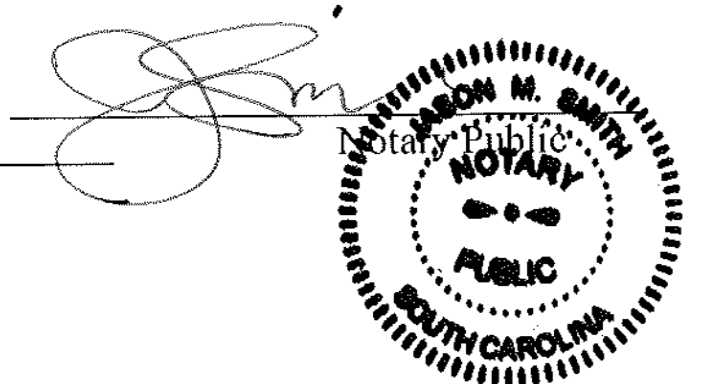
By: [Signature]
Name: PAUL REHKOW
Title: MARKET PRESIDENT

STATE OF SC
COUNTY OF York

I, Jason Smith, a Notary Public in and for York County and State of SC, do hereby certify that Paul Rehkow, as Market President of United Bank personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 24th day of February, 2022.

My Commission Expires: 1/25/27



**GRANT PROJECT ORDINANCE
American Rescue Plan Fund**

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

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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

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

		<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>
3300-5811082	Future Projects	14,777,247	10,000,000	(4,777,247)
3300-5475100	We Build	0	3,500,000	3,500,000
3300-5475000	Affordable Housing	0	1,277,247	1,277,247
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 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 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

GRANT PROJECT ORDINANCE
FY 2019 EMERGENCY SAFETY AND SECURITY GRANT
PROJECT NC19E00850219

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

SECTION 1. The project authorized is the Capital Fund grant, which is a program to assist the Housing Department in carrying out development, capital and management activities in order to ensure that the program continues to service low-income families.

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

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

2019 Emergency Safe Security Grant	692-4703308	\$97,676
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SECTION 4. The following amounts are appropriated to the project:

Security Cameras	9212-5800296	\$97,676
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Total		\$97,676
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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 March 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____

Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, 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	
100-4501400	Transfer from Cap Project	0	80,000	80,000
	Total			80,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4340-5540000	Vehicles - Capital	2,619,065	2,699,065	80,000
	Total			80,000

Reason: To appropriate funds being transferred back to the General Fund from the Fire Project Fund related to Fire Station #10 savings to cover the costs of vehicles needed.

Adopted this 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Fire Projects

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

SECTION 1. The project authorized is the Transfer to General Fund.

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>
8670-5811024				
8670-5811024	Fire Station #10	\$5,171,919	\$5,091,919	\$(80,000)
8670-5983000				
8670-5983000	Transfer to General Fund	\$0	\$80,000	<u>\$80,000</u>
				\$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 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 14th day of April, 2022.

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 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, 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	
Total				
Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4120-5194000	Contract Services	220,364	245,364	25,000
4190-5992000	Contingency	464,839	439,839	(25,000)
Total				0

Reason: To transfer contingency funds for an IT study.

Adopted this 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the **Concessions Rent Relief 2022**.

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
451-4357300	Federal Aid	\$4,047,307	\$4,201,501	\$154,194
451-4357300				
Total				154,194

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

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
6305-5986000				
6305-5986000	Transfer to Aviation	0	154,194	154,194
Total				154,194

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 February, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Wastewater Projects

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

SECTION 1. The projects authorized are the projects included for the Streetscape project.

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

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

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
421-4501640	Transfer from Sewer	5,314,468	5,080,468	(234,000)
				<u>(234,000)</u>

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>
8402-5811272	Streetscape	234,000	0	(234,000)
	Total			<u>(234,000)</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 14th day April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Transportation Projects

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

SECTION 1. The project authorized is the Streetscape 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>
423-4501100				
423-4501100	Transfer from Gen Fund	21,194,645	21,171,937	<u>(22,708)</u>
				(22,708)

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>
8600-5811272				
8600-5811272	Streetscape	22,708	0	<u>(22,708)</u>
				(22,708)

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 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Water Projects

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

SECTION 1. The projects authorized and amended are Water Projects- Streetscape.

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
429-4501620				
429-4501620	Transfer from Water	\$33,849,079	\$32,971,079	\$(878,000)
8700-5811272				
8700-5811272	Streetscape	\$878,000	\$0	\$(878,000)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of April, 2022.

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 Streetscape.

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>
430-4501100				
430-4501100	From General Fund	2,777,814	2,800,522	22,708
430-4501600				
430-4501600	From Stormwater	471,646	907,646	436,000
430-4501610				
430-4501610	From Electric	329,586	1,437,806	1,108,220
430-4501620				
430-4501620	From Water	1,771,829	2,649,829	878,000
430-4501640				
430-4501640	From Sewer	250,427	484,427	234,000
Total				<u>2,678,928</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>
8804-5811272				
8804-5811272	Streetscape	10,694,643	13,373,571	2,678,928
Total				<u>2,678,928</u>

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

SECTION 6. Within five (5) days after adopted, copies of this 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 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

**CAPITAL PROJECT ORDINANCE
Electric Project-Streetscape**

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

SECTION 1. The project authorized and amended is Streetscape.

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:

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
473-4501610	Transfer fm Electric	\$41,952,932	\$40,844,712	\$(1,108,220)
473-4501610				
6949-5811272	Streetscape	\$1,108,220	\$0	\$(1,108,220)
6949-5811272				

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 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

CAPITAL PROJECT ORDINANCE AMENDMENT
Stormwater Projects

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

SECTION 1. The project authorized and amended is Streetscape.

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

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
474-4501600				
474-4501600	Transfer from Stormwater	\$8,284,613	\$7,848,613	\$(436,000)
Total				\$(436,000)

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
7103-5811272				
7103-5811272	Streetscape	\$436,000	\$0	\$(436,000)
Total				\$(436,000)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of April, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolcznski, City Attorney

3.2 Salary Increases

The following types of salary increases may be provided. These increases are subject to funding by the City Council in the annual budget or in amendments to the budget, except for those that fall within the discretionary authority of the City Manager.

A. Performance Review and Development Increases

- Annual increases will be based on performance. Section 8.2 Performance Evaluation and pay outlines additional details.
- An employee may receive a pay increase upon completion of the prescribed probationary period provided they have demonstrated satisfactory job performance. The employee shall be terminated during or upon completion of the probationary period if performance is less than satisfactory.
- If an employee has reached the maximum of the grade, he/she may receive a lump sum payment in the amount of the increase recommended by their supervisor and department director.
- The employee's rating on the Performance Evaluation must be at least "achieves expectations" in order to receive a salary increase. All employees will be evaluated on their review dates even if they are not eligible for an increase.

B. Administrative Increases

The City Manager may award administrative increases upon continuing, long-term exceptionally meritorious service performed by any City employee, when recommended in writing with justification, by the Department Director and review by Deputy/Assistant City Manager and the Human Resources Director.

C. Promotional Increases

When an employee is promoted to a position in a higher grade, his/her salary shall be increased to the minimum rate for the higher grade. In cases where employees are already at or above the minimum of the new grade, employees will receive a 5-10% pay increase depending on the level of the new grade. Promotional salary increases shall be effective at the beginning of the pay period in which the increase is effective. Failure to perform at "achieves expectations" may result in dismissal or, if available, movement to any vacant position for which the individual is qualified.

D. Career Development Increases

Career Development increases are granted in accordance with individual career development plans. The increases are added to base pay and the employees retain their current salary grade. In cases where employees are already at the maximum of their salary grade, they will receive a lump sum for their increase.

E. Bilingual Increases

Employees in positions requiring proficiency in a second language are eligible for a 5% increase in base pay not to exceed the maximum rate of pay identified for the job. To function in this capacity the employee will be required to pass a proficiency test with an acceptable level of proficiency arranged by the Human Resources Department. All employees, including native speakers, are required to be tested. Testing is paid for by the City. Bilingual pay increases are effective the pay period following the results of the proficiency test and are not retroactive. The review date is not changed as a result of this pay increase. Bilingual pay increases will be removed from an employee's salary if they cease to use this skill or move to a position that does not require bilingual skills.

F. Temporary Assignments

In cases where the assignment of work requires an employee to perform in a higher-level classification/grade, a temporary pay rate may be established for the period of that assignment. Temporary increases range from 5-10% depending on the level of responsibility, with the same guidelines as promotional increases. The incumbent must be working in the higher classification at least 50% of the time for a minimum of 30 days. Temporary increases require review and recommendation of Deputy/Assistant City Manager, Human Resources Director and approval of City Manager. Temporary increases are not retroactive and will be paid after the 30th day. Temporary increases are effective the beginning of the pay period in which the increase is effective.

G. Retention Adjustments

In special circumstances and for positions considered critical to accomplishing departmental objectives, Department Directors may request approval to adjust an employee's salary in response to a bona fide external job offer provided there are no equity issues. The salary will not exceed the maximum of the salary grade. This policy will not apply if the employee is transferring within the City. Retention adjustments require review and

recommendation of the Deputy/Assistant City Manager, Human Resources Director and approval of City Manager.

H. Amendments to the Compensation Structure

Approved amendments to the classification system may result in a salary increase in the following conditions:

- In the instance of an overall increase to all established salary grades (commonly referred to a Compensation Structure Move), the employee's pay rate shall be increased to the new minimum pay rate for the established salary grade, if applicable;
- In the instance of the implementation of amendments to the compensation plan, as a result of the Human Resources Director's review and recommendation (Article 3.2 Administration), the employee's pay rate shall be increased to the new minimum for the newly established salary grade, if necessary;
- In either instance, if the employee's pay rate is higher than the new minimum pay rate, no increase to the employee's pay rate shall be granted.

Tax Report for Fiscal Year 2021-2022

FINAL REPORT

February

Property Tax Receipts- Munis

2021 BUDGET YEAR	897,543.88
2020	19,973.48
2019	2,801.69
2018	458.11
2017	667.33
2016	370.90
2015	130.61
2014	107.06
2013	65.24
2012	18.72
Prior Years	213.43
Interest	23,928.76
Refunds	
	<hr/>
	946,279.21

Vehicle Tax Receipts- County

2021 BUDGET YEAR	409,148.84
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	
Penalty & Interest	4,995.15
Refunds	
	<hr/>
	414,143.99

Fire District Tax - County

2021 BUDGET YEAR	7,664.83
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	1,368,088.03

423:Vehicle Tag Fee-Transportation Impr Fund	31,046.40
100:Vehicle Tag Fee	126,067.20
292:Vehicle Tag Fee-Transportation Fund	31,046.40
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	188,160.00

Privilege License	133.13
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	133.13

Oakwood Cemetery current	1,325.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	7,908.36
Rutherford Cemetery endowment	2,366.64
West Concord Cemetery current	8,475.00
West Concord Cemetery endowment	2,400.00
Total Cemetery Collections	<hr/>
	22,475.00

Total Collections	<hr/>
	\$ 1,578,856.16

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	3,881.97
Discovery Penalty	676.28
Total Amount Invoiced - Monthly	<u>4,558.25</u>
Total Amount Invoiced - YTD	65,477,744.27

Current Year	
Less Abatements (Releases)	
Real	470.33
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>470.33</u>

Adjusted Amount Invoiced - monthly	4,087.92
Adjusted Amount Invoiced - YTD	65,372,472.60

Current Levy Collected	897,543.88
Levy Collected from previous years	24,806.57
Penalties & Interest Collected	23,928.76
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>946,279.21</u>
Total Collected - YTD	64,513,842.02

Total Collected - net current levy -YTD 64,167,177.54

Percentage of Collected -current levy 98.16%

Amount Uncollected - current year levy 1,205,295.06

Percentage of Uncollected - current levy 1.84%

100.00%

CITY OF CONCORD

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

RELEASES		
CITY OF CONCORD	\$	470.33
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	8,237.38
CONCORD DOWNTOWN	\$	-

DISCOVERIES								
CITY OF CONCORD								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2016	0	0	0	0.0048	0.00	0.00		
2017	0	0	0	0.0048	0.00	0.00		
2018	0	3,970	3,970	0.0048	19.06	7.62		
2019	0	3,540	3,540	0.0048	16.99	5.10		
2020	0	11,899	11,899	0.0048	57.12	15.65		
2021	0	789,335	789,335	0.0048	3,788.81	647.91		
Total	0	808,744	808,744		\$ 3,881.97	\$ 676.28		
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		
2021	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 CUSIP / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 2/28/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BAYERISCHE LANDESBK GIRO 0 3/16/2022	07274MCG8	5,000,000.00	4,996,250.00	3/16/2022	0.150	1.26	N/A	99.925	16
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.25	N/A	99.873444	25
CP ICBC LTD 0 4/8/2022	45581CD85	5,000,000.00	4,995,895.83	4/8/2022	0.150	1.25	N/A	99.917917	39
CP CROWN PT CAP CO LLC 0 4/18/2022	2284K1DJ9	5,000,000.00	4,994,970.85	4/18/2022	0.170	1.25	N/A	99.899417	49
CP BAQUE ET CAISSE EPARGNE 0 5/2/2022	0667K1E23	5,000,000.00	4,995,955.56	5/2/2022	0.130	1.25	N/A	99.919111	63
CP NATIXIS 0 5/24/2022	63873KEQ6	5,000,000.00	4,994,923.60	5/24/2022	0.170	1.25	N/A	99.898472	85
CP LLOYDS BANK CORP 0 5/31/2022	53948BEX3	5,000,000.00	4,994,422.22	5/31/2022	0.160	1.25	N/A	99.888444	92
CP BANCO DE CHILE 0 6/1/2022	05952TF16	5,000,000.00	4,993,369.44	6/1/2022	0.220	1.25	N/A	99.867389	93
CP ING US FUNDING LLC 0 6/10/2022	4497W1FA9	5,000,000.00	4,993,427.78	6/10/2022	0.260	1.25	N/A	99.868556	102
CP CHARLOTTE MECK HOSP 0 6/22/2022	16085KFN4	5,000,000.00	4,995,550.00	6/22/2022	0.120	1.25	N/A	99.911	114
CP LMA S A DISC CP 0 7/11/2022	53944RGB8	5,000,000.00	4,990,605.56	7/11/2022	0.381	1.25	N/A	99.812111	133
CP MOUNTCLIFF 0 7/20/2022	62455BGL3	5,000,000.00	4,990,200.00	7/20/2022	0.281	1.25	N/A	99.804	142
CP CREDIT SUISSE 0 8/19/2022	2254EBHK0	5,000,000.00	4,988,000.00	8/19/2022	0.321	1.25	N/A	99.76	172
CP NATIXIS 0 8/31/2022	63873KHX8	5,000,000.00	4,987,020.83	8/31/2022	0.351	1.25	N/A	99.740417	184
CP SALVATION ARMY 0 9/2/2022	79583TJ22	5,000,000.00	4,990,286.11	9/2/2022	0.261	1.25	N/A	99.805722	186
CP ING US FUNDING LLC 0 9/21/2022	4497W1JM9	5,000,000.00	4,981,743.06	9/21/2022	0.552	1.25	N/A	99.634861	205
CP JP MORGAN SECURITIES 0 10/25/2022	46640QKR1	5,000,000.00	4,965,912.50	10/25/2022	1.017	1.25	N/A	99.31825	239
CP TOYOTA MTR CR CORP 0 11/10/2022	89233HLA0	5,000,000.00	4,959,950.00	11/10/2022	1.089	1.25	N/A	99.199	255
Sub Total / Average Commercial Paper		90,000,000.00	89,802,155.56		0.330	22.56		99.780572	122
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.26	N/A	99.94	444
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.26	N/A	100	528
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.26	N/A	100	571
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.26	N/A	100	640
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.26	N/A	99.957	690
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.25	N/A	99.8	732
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.87	N/A	99.94	767
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.26	N/A	100	903
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.26	N/A	100	925
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.05	N/A	99.6	966
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.26	N/A	100	1,015
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.26	N/A	100	1,148
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.26	N/A	100	1,309
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.26	N/A	100	1,393
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.26	N/A	100	1,569
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.26	N/A	100	1,673
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.26	N/A	100	1,856
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.26	N/A	100	2,202
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.26	N/A	100	2,215
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.25	N/A	99.725	2,523
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.25	N/A	99.2	2,572

Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	25.77		99.914899	1,278
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.26	N/A	100	578
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.25	N/A	99.85	584
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.26	N/A	100	637
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.26	N/A	100	711
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	N/A	106.665827	715
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.26	N/A	100	791
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.26	N/A	100	816
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.26	N/A	100	816
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.26	N/A	100	830
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.26	N/A	100	868
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.26	N/A	100	882
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.26	N/A	100	911
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.26	N/A	100	1,064
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.26	N/A	99.98	1,233
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.26	N/A	99.98	1,330
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.26	N/A	100	1,401
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.26	N/A	100	1,431
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.25	N/A	99.9	1,450
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.26	N/A	100	1,471
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.26	N/A	100	1,521
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.25	N/A	99.725	1,996
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.26	N/A	100	2,803
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	26.51		100.008318	1,146
FHLMC Bond									
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.32	N/A	100.100871	416
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.33	N/A	107.589	476
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.81	N/A	99.986726	483
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.53	N/A	100.039854	557
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.26	N/A	100	654
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.57	N/A	100	882
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.26	N/A	100	1,597
Sub Total / Average FHLMC Bond		20,105,000.00	20,199,678.14		0.425	5.07		100.503675	849
FNMA Bond									
FNMA 2 10/5/2022	3135G0T78	1,595,000.00	1,614,442.20	10/5/2022	1.549	0.41	N/A	101.218947	219
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.47	N/A	103.531596	325
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.00	N/A	99.325	528
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.26	N/A	100	535
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.32	N/A	107.99	561
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.26	N/A	100	606
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.93	N/A	100.076557	637
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.26	N/A	100	669
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.40	N/A	106.058	707
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.39	N/A	104.080727	855
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.26	N/A	100	911
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.62	N/A	103.119202	960
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.25	N/A	99.797	1,022
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	N/A	101.665856	1,044
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.26	N/A	100	1,232
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.26	N/A	100	1,268
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.26	N/A	100	1,274

FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.26	N/A	100	1,704
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.26	N/A	100	2,075
Sub Total / Average FNMA Bond		68,735,000.00	69,122,070.72		0.556	17.36		100.590249	992
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	71,475.36	71,475.36	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	518,889.97	518,889.97	N/A	0.010	0.13	N/A	100	1
NCCMT LGIP	NCCMT271	118,446.62	118,446.62	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		708,811.95	708,811.95		0.010	0.18		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,154,786.12	10,154,786.12	N/A	0.080	2.55	N/A	100	1
Sub Total / Average Money Market		10,154,786.12	10,154,786.12		0.080	2.55		100	1
Total / Average		397,882,598.07	398,085,176.79		0.566	100		100.058824	876