

## City Council Agenda

## Thursday, October 12, 2023 6:00 PM

3rd floor Council Chambers at City Hall

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

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

- I. Call to Order
- II. Pledge of Allegiance and Moment of Silent Prayer
- III. Approval of Minutes

August 22, September 12, and September 14, 2023.

- IV. Presentations
- V. Unfinished Business
- VI. New Business
- A. Informational Items
  - 1. Receive the annual report from the Concord United Committee. (Work Session)
- **B.** Departmental Reports
  - 1. Downtown Streetscape update
  - 2. Parks & Recreation bond update
- C. Recognition of Persons Requesting to be Heard
- D. Public Hearings
- 1. Consider adopting an ordinance annexing +/- 11.13 acres at 2976 Zion Church Rd., PIN 5529-85-3566, owned by Ready Mix of the Carolinas, LLC, for the construction of a ready-mix concrete facility.

Voluntary annexation petition of +/ - 11.13 acres of property on Zion Church Rd. The property is currently zoned Cabarrus County GI (General Industrial). The developer is proposing to annex the property into Concord and conditionally zone it as Heavy Industrial (I-2 CD) for the construction of a ready -mix concrete facility. The subject parcel is located within the Industrial Employment (IE) Land Use Category of the 2030 Land Use Plan where I-2 CD is listed as a corresponding zoning district.

**Recommendation:** Consider a motion adopting the annexation ordinance and set the effective date for October 12, 2023.

2. Consider adopting an ordinance amending Article 9 "Special Purpose and Overlay Districts" of the Concord Development Ordinance (CDO) to create the Neighborhood Infill Residential District (NRD).

The City has received an increasing number of inquiries regarding the development of smaller homes either on smaller lots or within one overall parcel. Earlier this year, staff presented an ordinance to Council to allow for the development of tiny and cottage home communities on a "by-right" basis in RC and RV zoning with specific design standards. After discussion, Council directed staff to develop a site-plan controlled zoning district to allow these types of development.

Staff has drafted the Neighborhood Infill Residential District which is proposed to contain the design standards for tiny and cottage homes. These design standards are identical to those that were reviewed by the Council in March and April. The NRD district is intended to allow the addition of design standards for other types of infill residential uses as needed in the future. At their September 19, 2023 meeting, the Planning and Zoning Commission unanimously recommended the amendment to Council. A staff report, which explains all the changes in detail, is attached.

**Recommendation:** Motion to adopt an ordinance amending Article 9, "Special Purpose and Overlay Districts" to add Section 9.14 "Neighborhood Infill Residential District" to adopt design standards to permit tiny and cottage home developments through site plan controlled zoning approval.

#### E. Presentations of Petitions and Requests:

1. Consider authorizing the City Manager to execute a contract with M.H. Graves Construction Company for the construction of site improvements and amenities at nineteen of Rider Transit's existing bus stops.

Within the scope of the contract, fourteen bus stop sites are within Concord; five sites are within Kannapolis. The work generally includes demolition of existing infrastructure, addition of concrete landing pads, curb and gutter, sidewalk connections, storm-water controls, and installation of bus stop amenities including bus stop shelters with related accessories and seating systems. In total, six Tolar bus shelter systems and thirteen Simme-Seat systems will be installed.

The first bid opening occurred on July 21, 2023 and one bid was received. The project was re-advertised and the second bid opening occurred on September 6, 2023. One bid was received. M.H. Graves Construction Company submitted the low total bid in the amount of \$397,991.00. The engineering estimate for the project was \$460,042.00.

FTA funding will cover 80% (\$318,392.80) of the total cost. The remaining 20% (\$79,598.20) will be split 50/50 between Concord and Kannapolis (\$39,799.10 each). This request (based on the engineering estimate) was recommended for approval by the Concord Kannapolis Transit Commission at its August 2, 2023 meeting.

**Recommendation:** Motion to authorize the City Manager to execute a contract with M.H. Graves Construction Company in the amount of \$397,991.00 for the construction of site improvements and amenities at nineteen of Rider Transit's existing bus stops.

## 2. Consider awarding a bid and authorize the City Manager to execute a contract for Broadlinx Telecom Inc. to provide labor services for installation and maintenance of the City of Concord's Fiber Optic Network

Consider awarding a bid and authorize the City Manager to execute a contract for Broadlinx Telecom Inc. to provide labor services for installation and maintenance of the City of Concord's Fiber Optic Network not to exceed \$400,000. This work provides for the installation, removal, upgrade and maintenance of fiber network optic lines on as as-needed basis and includes but is not limited to: installing/removing strand lashing fiber, installing/removing down guys and anchors, installing aerial storage loops, pulling fiber and installing locate wire in conduit. Bids were received on September 28, 2023 with Broadlinx Telecom, Inc submitting the lowest responsive bid. The contract term is through June 30, 2024 and is not to exceed \$400,000 per the approved FY24 budget.

**Recommendation:** Motion to award a bid and authorize the City Manager to execute a contract for Broadlinx Telecom Inc. to provide labor services for installation and maintenance of the City of Concord's Fiber Optic Network not to exceed \$400,000.

## 3. Consider authorizing the City Manager and staff to move forward with the bidding process for the renovations to Marvin Caldwell Park as part of the bond referendum based on final design.

The Master Plan for Marvin Caldwell Park was adopted in June 2020. The Plan was based on public input from two community meetings; one held October 2019 and the second held January 2020. Items highlighted from the community meetings include a splash pad, covered basketball court, walking trails, parking, multi-use field, playgrounds and moving the Robert Mathis Amphitheater closer to the Daniel Pharr building.

The City of Concord received three grants for construction of amenities from the conceptual master plan. Carolinas Thread Trail and PARTF included greenway construction along Irish Buffalo Creek within the

park. Other PARTF amenities were the splash pad and new Logan Optimist shelter. The amenities identified in the LWCF were identified inclusive playground, covered basketball courts, multi-purpose field and small diamond field.

The following changes have occurred from the Master Plan process to the design process: 1) The small diamond field had to move with the multi-purpose field due to bank erosion. The two fields swapped spots to allow for more space needed for the multi-purpose field; 2) The greenway alignment had to go around the top of the larger field not along the creek as originally planned due to bank erosion; 3) The trail head parking on both ends of the park was not in the original cost estimate and will be added as a bid alternate; and 4) A road was identified to circle around the Daniel Pharr building to allow for full movement but this has been removed to pedestrian only due to topography, tree saving and spacing. The final design has a new Rober Mathis Amphitheater, a new Logan Optimist shelter, new splash pad, new playground, new covered basketball court, new restroom/storage facility, greenway multi-purpose field and space for a community garden. The expanded parking will add an additional 68 spaces and 14 accessible spaces bringing the total to 149 spaces and 17 accessible spaces.

**Recommendation:** Motion to authorize City staff to move forward with the bidding process for the bond funded renovations to Marvin Caldwell Park as identified in the final design documents.

4. Consider authorizing the City Manager and staff to approve the final design for the new J.E. 'Jim' Ramseur Park as part of the General Obligation bond referendum, and permit staff to proceed to the project bid stage.

Based on recommendations from the 2016 Comprehensive Parks & Recreation Master Plan and City Council strategic goals, a new community park for the northwest region of Concord has been a high priority for the City. Public input was gathered in three surveys with over 1,500 responses and a public workshop during 2020. Using that information staff, and the design firm Woolpert, prepared a detailed Master Plan for J.E. 'Jim' Ramseur Park that was initially adopted by Council on August 10, 2021.

The 28.6 acre park property sits along Cox Mill Road immediately north of Cox Mill Elementary School. The Plan features 6 pickleball courts and shelter, a splash pad, a large open lawn space and amphitheater, multiple playgrounds, small and large dog park areas, basketball courts, restrooms, pavilions and shelters, an outdoor environmental education area, greenway trail and significant walking trail and sidewalks, 272 vehicle parking spaces (10 accessible spaces), a maintenance building, and vehicular connections to both Cox Mill Road and the entrance driveway with Cox Mill Elementary School. The Plan also features an approximately 40,000 square foot recreation center.

On May 12, 2022, the Council adopted a revised Master Plan removing the recreation center from the current phase of Ramseur Park citing cost considerations. The recreation center was placed into a 'future phase' category to be constructed as funds became available after the current bond program was completed.

One change has been made from the revised Plan; the environmental education area has shifted location further west on the property placing it adjacent to the wetland and providing easier access to the County-owned Soil & Water Conservation District property north of the project site. All other park features and amenities remain in the same general locations as they were on the Plan.

**Recommendation:** Motion to authorize City staff to move forward with the bidding process for the bond-funded construction of J.E. 'Jim' Ramseur Park per the final design documents.

5. Consider authorizing the City Manager to negotiate and execute a contract with Ground Thunder Construction, Inc. for the construction of four Pickle Ball courts at Les Myers Park and to approve the attached budget amendment.

This project will construct four new pickle ball courts at Les Myers Park and will include grading, storm drain system, retaining wall, asphalt placing, painting, striping the courts and other appurtenances. The project was bid under the formal bidding process and bids were taken on September 28, 2023. Four (4)

bids were received, and the lowest responsible bidder was Ground Thunder Construction, Inc. in the amount of \$340, 634.36. The original budget for the project was \$160,000.00, but due to construction cost increases and the need to replace and extend the existing retaining wall the project is \$180,634.36 over budget. Additional project funding will come from cost savings from other Park and Recreation projects as summarized in the attached budget amendment.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Ground Thunder Construction, Inc. in the amount of \$340,634.36 for the construction of four new Pickle Ball courts at Les Myers Park and to approve the attached budget amendment.

6. Consider authorizing the City Manager to negotiate and execute a construction contract with Ground Thunder Construction Inc. for the construction of the Equipment Shed and Restroom located at the Alfred M. Brown Operations Center.

Bids were received on September 27, 2023 for the construction of an equipment shed and restroom located at the Brown Operations Center. The equipment shed placement aligns with the space needs assessment/master plan that was completed for the campus in 2010. Five bids were received and Ground Thunder Construction Inc. was the low bidder with a total bid of \$1,163,018.87.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Ground Thunder Construction Inc. in the amount of \$1,163,018.87 for the construction of the Equipment Shed and Restroom located at the Alfred M. Brown Operations Center.

7. Consider authorizing a contract amendment with HDR Engineering for construction administration, project management, and material testing for the basin repairs/improvements and the GAC facility construction at the Hillgrove WTP.

The City of Concord (City) operates the Hillgrove Water Treatment Plant (HGWTP), which requires upgrades and process enhancements to continue producing high quality water that meets regulatory requirements. HDR Engineering, Inc. of the Carolinas (Consultant) developed the design for the construction of a new granular activated carbon (GAC) contactor building, a new GAC pump station, a new finished water chemical mixing vault, installation of new plate settlers in the sedimentation basins, a new rapid mixer, four (4) new sedimentation basin influent valves, concrete basin rehabilitation, and associated site work, piping, and electrical modifications. This scope of services covers project management, construction administration, materials testing and special inspections, and resident project representative services associated with the project.

The construction duration is assumed to be 22 months to substantial completion and 24 months to final completion. If approved, the project total will be \$1,872,910. The expenses for these services are included in the overall project budget.

**Recommendation:** Motion to approve a contract amendment with HDR Engineering.

8. Consider authorizing a contract amendment with Garver for construction administration, construction observation, project management, and material testing for the chlorine room rehab project at the Coddle Creek WTP.

The Scope of Services shall consist of Construction Phase Services (CPS) for the Coddle Creek Water Treatment Plant (WTP) Chlorine Feed System Improvements project. CPS will consist of the following primary activities: Task 800 Construction Phase Project Management, Task 900 Construction Administration, and Task 1000 Construction Observation.

Construction duration is estimated at seven (7) months including Contractor mobilization and equipment procurement periods. If approved, the project total will be \$153,413.24. The expenses for these services are included in the overall project budget.

**Recommendation:** Motion to approve a contract amendment with Garver.

#### 9. Consider reservation of bi-annual "true-up" sewer allocation.

The City's Sewer Allocation Policy (Section 2-F) allows City Council to reserve the bi-annual "true-up" sewer allocation until the next bi- annual "true-up" is received. On August 2, 2023, the City received capacity distribution #8 from WSACC which included a bi-annual true-up amount of 167,761 gal/day.

**Recommendation:** Consider approving the reservation of the distribution #8 "true-up" sewer allocation.

#### VII. Consent Agenda

## A. Consider approving amending, extending and restating a nonexclusive franchise for operation of the CMS Landfill to BFI Waste Systems of North America, Inc. on second reading.

After several discussions with Republic Services over the last two (2) years concerning the life cycle of landfill, representatives from BFI have asked that several minor changes be made to the ordinance as the landfill space and timeline projected is diminishing. They are seeking to amend the terms of the life cycle of the landfill and extend the duration of the Franchise.

Per NC General Statutes, franchise ordinances require two readings to be approved. At the September 14, 2023 Council meeting, the City Council approved the ordinance on first reading.

**Recommendation:** Motion to approve amending, restating and extending a nonexclusive franchise for operation of the CMS Landfill to BFI Waste Systems of North America, Inc. on second reading.

### B. Consider authorizing Housing Department staff to submit changes to the amount of flat rate rent for Public Housing units.

Public Housing Agencies must determine flat rents annually. Public Housing Agencies have ninety (90) days from the effective date of that fiscal year's Fair Market Rent to implement its flat rent.

**Recommendation:** Motion to authorize Housing Department Staff to implement its flat rate rent for Public Housing units.

## C. Consider authorizing ClearWater Arts Center & Studios to apply for the FY24 Grassroots Grant Application.

The FY24 Grassroots Grant, administered by the Cabarrus Arts Council, allows support for initiatives that help expand the reach of arts programming especially for projects led by artists of color and serving our diverse communities. ClearWater is partnering with a neighboring business whose founders expressed an interest in collaborative creative partnerships. ClearWater proposes to apply for a Grassroots Grant of \$10,000 for the purposes of running a community-wide T-Shirt Design Contest. The aim is to assist ClearWater's reach into diverse communities and empower budding artists in those communities to earn public recognition for their artistic product and/or business.

Matching funds are required for this Project Assistance Grant. ClearWater intends to indicate cash match from the City in the form of: funds already budgeted in FY 24 for marketing efforts and funds available in the ClearWater Operations Revenue Account.

**Recommendation:** Motion to authorize Clearwater Arts Center & Studios to apply for the FY24 Grassroots Grant Application.

## D. 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: Kroger Fulfillment Network, LLC (PIN 5539-42-3541) 227 NC HWY 49. 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: Kroger Fulfillment Network, LLC.

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: Christenbury Townhomes Phase 1 and Cannon Run Phase 2-A. 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: Christenbury Townhomes Phase 1 and Cannon Run Phase 2-A.

F. Consider accepting North Carolina Department of Transportation - Division of Aviation (NCDOT) FY24 grant award and to adopt a budget ordinance to amend the budget for the Airport capital projects to appropriate NCDOT grant funds received.

Concord-Padgett Regional Airport received notice from the Division of Aviation NCDOT that grant funds in the amount of \$2,427,677 have been allocated under the commercial service appropriation funding for Concord-Padgett Regional Airport in FY24. These grant funds will be used for the purpose of funding improvements to the airport and paying debt service.

**Recommendation:** Motion to accept the grant award and adopt an ordinance to amend the FY23 Budget Ordinance for the Airport Operations to appropriate NCDOT FY24 grant funds.

G. Consider accepting North Carolina Department of Transportation - FY24 North Carolina Department of Transportation -State Transportation Improvement Program (STIP) grant award and to adopt a budget ordinance to amend the budget for the Airport capital projects to appropriate NCDOT grant funds received.

Concord-Padgett Regional Airport received notice from the Division of Aviation NCDOT that STIP grant funds in the amount of \$300,000 have been allocated under the commercial service appropriation funding for Concord-Padgett Regional Airport in FY24. These grant funds will be used for the purpose of funding improvements to the North Apron Expansion.

**Recommendation:** Motion to accept the grant award and adopt an ordinance to amend the FY24 Budget Ordinance for the Airport Operations to appropriate NCDOT FY24 grant funds.

H. Consider approving a \$2,500 donation from the Mayor's Golf Tournament Fund to Vegan Love Culture Foundation and to adopt a budget ordinance appropriating the donation.

The Vegan Love Culture Foundation mission is to raise community awareness about health, both physical and mental, for global impact support. If approved, the funds will be used for the Vegan Love Culture Foundation's Logan Community Total Wellness Initiative.

**Recommendation:** Motion to approve a \$2,500 donation from the Mayor's Golf Tournament Fund to Vegan Love Culture Foundation and to adopt a budget ordinance appropriating the donation.

I. Consider adopting an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate unspent FY 2023 funds for the McGill property.

Funds were appropriated in the FY 2022/2023 budget for the purchase and remediation of the McGill property. All of these funds were not spent prior to year end. The attached budget ordinance appropriates these left over funds from fund balance so they can be spent in the FY 2023/2024 budget.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate unspent FY 2023 funds for the McGill property.

J. Consider adopting an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate excess FY23 sales tax revenue to contingency.

The attached budget ordinance appropriates excess FY23 sales tax revenue to contingency.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate excess FY23 sales tax revenue to contingency.

K. Consider adopting an ordinance to amend the Concord-Padgett Regional Airport operating budget to adjust for the Non-Federal Reimbursable agreement with DOT-Federal Aviation Administration for the modifications to the MALSR for the runway widening project.

The modifications were approved at the September 14, 2023 City Council meeting.

**Recommendation:** Motion to adopt Concord-Padgett Regional Airport operating budget amendment for the Non-Federal Reimbursable agreement with DOT-Federal Aviation Administration for the modifications to the MALSR for the runway widening project

L. Consider adopting an Aviation Project Fund budget amendment for the Long-Term Parking Upgrade at the Concord-Padgett Regional Airport.

This budget amendment is to transfer funds that are under budget for the Long-Term Parking Upgrades project to be allocated to Debt Service.

**Recommendation:** Motion to adopt an Aviation Project Fund budget amendment for the Long-Term Parking Upgrade project at the Concord-Padgett Regional Airport.

M. Consider approving revised policies and procedures manual for Concord's Community Development Block Grant (CDBG) to include new requirements.

As an entitlement city, Concord annually receives Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD). As such, Concord is responsible for ensuring all activities follow regulation changes which are routinely monitored by HUD. During recent HUD trainings, variations were noted between Concord's CDBG manual and programmatic updates. The revised policies and procedure manual is now fully in compliance. All edits and corrections were guided by the Consortium HUD representative.

**Recommendation:** Motion to approve revised policies and procedures manual for Concord's Community Development Block Grant (CDBG) to include new requirements.

N. Consider amending Article 5.10 Political Activities in the Personnel Policies and Procedures manual to reflect an exception for holding political office for the Cabarrus County School Board and/or running in a partisan election for the Cabarrus County School Board.

Staff recommends an update to Article 5.10 Political Activities to allow City coworkers to hold a political office for the Cabarrus County School Board and/or run for office in partisan elections for the Cabarrus County School Board.

**Recommendation:** Motion to amend Article 5.10 Political Activities in the Personnel Policies and Procedures manual.

O. Consider acceptance of the Tax Office reports for the month of August 2023.

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 August 2023.

#### P. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of August 2023.

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 August 2023.

#### Q. Receive monthly report on status of investments as of August 31, 2023.

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 Committee (MTC) Centralina Regional Council Concord/Kannapolis Transit Commission Water Sewer Authority of Cabarrus County (WSACC)

WeBuild Concord

**Public Art Commission** 

Concord United Committee

- IX. **General Comments by Council of Non-Business Nature**
- Closed Session (If Needed) Χ.
- 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.

#### **Meeting Date**

October 12, 2023

#### **Annexation Staff Report**

This request is a voluntary annexation petition of +/- 11.13 acres of property on Zion Church Rd. The property is currently zoned Cabarrus County GI (General Industrial). A map has been provided depicting the property's location.

The property in question was acquired by Ready Mix of the Carolinas., LLC, by deed recorded in Cabarrus County Register of Deeds Book 16305 Page 0132 as recorded on December 8, 2022. The subject request is construction of a ready-mix concrete facility on the site. The 2030 Land Use Plan designates the subject property as "Industrial Employment." If annexation is approved, the request for zoning to City of Concord I-2 CD (Heavy Industrial - Conditional) will be presented to the Planning and Zoning Commission at the November 21, 2023, meeting. It would be a corresponding zoning district to the Land Use Category, and would be compatible with the surrounding industrial zoning.

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

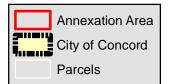


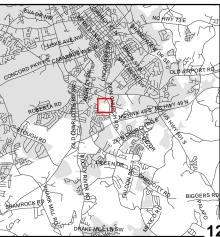


#### ANX-10-23 AERIAL

#### 2976 Zion Church Rd

PIN: 5529-85-3566





AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE +/- 11.13 ACRES OF PROPERTY LOCATED AT 2976 ZION CHURCH RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on October 12<sup>th</sup>, 2023 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on October 12, 2023 after due notice by The Independent Tribune on October 1st, 2023; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 12<sup>th</sup> day of October 2023:

All that tract or parcel of land, lying and being in Township 11, Cabarrus County, North Carolina containing 485,210 square feet or 11.134 acres, more or less, and being more particularly described as follows (basis of bearing is the North Carolina State Plane Coordinate System NAD 83 (2011):

Commencing at a point marked by an 1/2" rebar set on the west right of way line of Zion Church Road, NC State Route 1155 (60' public right of way), said point being the southeast corner of the subject parcel belonging to Ready Mix of the Carolinas, LLC (deed recorded in Deed Book 8071, Page 199, Cabarrus County Register of Deeds) and the northeast corner of the property belonging to Kory Vincent Yetter (Deed Book 12824, Page 142), said point also being the Point of Beginning; thence, leaving the west right of way line of Zion Church Road along the common boundary line with Kory Vincent Yetter, generally along an existing creek, the following sixteen (16) courses:

N43°34'13"W a distance of 175.10 feet to a point; N61°49'58"W a distance of 122.92 feet to a point; N61°34'52"W a distance of 114.81 feet to a point; N80°00'37"W a distance of 128.33 feet to a point; N45°43'39"W a distance of 46.13 feet to a point; N72°54'49"W a distance of 52.69 feet to a point; N42°16'18"W a distance of 43.74 feet to a point; N83°13'35"W a distance of 31.86 feet to a point; N51°14'55"W a distance of 250.38 feet to a point; N70°01'18"W a distance of 306.71 feet to a point; S87°05'52"W a distance of 43.98 feet to a point; N75°47'48"W a distance of 77.80 feet to a point; N55°31'24"W a distance of 190.44 feet to a point; N79°00'11"W a distance of 92.64 feet to a point; N71°57'34"W a distance of 137.95 feet to a point; N80°30'42"W a distance of 59.24 feet to a point; thence, leaving the creek and along the common boundary line with Americam, Inc. (Deed Book 652, Page 143) N11°57'33"E a distance of 164.93' feet to a point marked by an 1-1/2" open top pipe, said point having North Carolina State Plane Coordinates N: 595,931.25 sFT, E: 1,527,492.68 sFT; thence, along the common boundary line with Velocity Property Management, Inc. (Deed Book 15546, Page 229) S81°12'29"E a distance of 485.20 feet to a point, said point being N51°31'15"W, 1.02 feet from an 1/2" open top pipe southeast of the property line; thence, along the common boundary line with Brent A. Powell and Marie Ladonna Powell (Deed Book 14617, Page 235) S77°39'34"E a distance of 175.87 feet to a point marked by an 1/2" rebar set; thence, along the common boundary line with John Daniel Sossoman, Sr. and Brenda H. Sossoman (Deed Book 763, Page 208) S77°32'48"E a distance of 211.94 feet to a point marked by an 1/2" rebar set;

thence along the common boundary line with PMR Investments Inc. (Deed Book 806, Page 102) S77°45′41″E a distance of 210.10 feet to a point marked by an 1/2″ open top pipe; thence, along the common boundary line with Russell Edward Moose (no deed reference) S48°51′36″E a distance of 747.02 feet to a point marked by an 1/2″ rebar set on the west right of way line of Zion Church Road; thence, along a curve to the right in the west right of way line of Zion Church Road an arc distance of 270.89 feet to a point marked by an 1/2″ rebar set, said curve having a radius of 1,480.73 feet, a chord bearing of S04°02′44″W, and a chord distance of 270.51 feet, said point also being the Point of Beginning.

SECTION 2. Upon and after the 12<sup>th</sup> day of October, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 12th day of October 2023.

	CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
	William C. Dusch, Mayor
ATTEST:	APPROVED AS TO FORM:
Kim Deason, City Clerk	VaLerie Kolczynski, City Attorney



Planning and Zoning Commission



DATE: September 19<sup>th</sup>, 2023

CASE: TA-04-23 Text Amendment to Establish Neighborhood Infill

Residential District (NRD)

**PREPARED BY**: Kevin Ashley, AICP –Deputy Planning Director

#### **BACKGROUND**

As the Commission recalls, earlier this year, the staff drafted a text amendment for your consideration relative to allowing tiny home and cottage home developments. (TA-01-23). The amendment allowed for the development of these uses under certain instances by right (and in compliance with specific development standards) in the RC and RV districts. Council voiced some concerns about the approach of allowing these uses by right (without a public hearing), but not necessarily with the specific design standards. Planning staff posed some options to Council and at their direction, we have drafted a zoning district to allow tiny and cottage homes (Neighborhood Infill Residential District). This district is not an overlay but is a standalone site-plan controlled district.

Since we have viewed tiny and cottage homes as infill options, this district is set up to allow the addition of other types of infill residences (and their respective design standards) as they are deemed appropriate.

The design standards that the Commission unanimously recommended to Council in February are unchanged. The only difference is the process for approval which is now the requirement for a site-plan controlled rezoning.

This report details the new process and summarizes the previously reviewed design standards.

#### ORIGINAL TINY HOME DRAFT SUMMARY

As the Commission is aware, the subject of "tiny homes" has been a trending land use. More and more people are embracing the concept of smaller homes, whether they are empty nesters or single persons. Staff has been fielding an increasing number of inquiries relative to tiny homes and other types of small homes.

Numerous jurisdictions have adopted regulations to allow for development of smaller homes on small lots, or on one overall parcel.

Staff has researched adopted ordinances in other jurisdictions, most particularly Kannapolis, Burlington, Raleigh and Asheville. The basic approach in the draft is based principally upon the Kannapolis model.

Along with tiny homes, we have included "cottage homes" as an option also. This type of development is a somewhat larger home on a smaller lot than the smallest standard

residential lot (5,000 square feet) and is known in some jurisdictions as "pocket developments". In addition to providing potential affordable housing units, both the tiny and cottage homes offer options for infill development.

When researching this proposal, staff prepared rough layouts of tiny and cottage home developments on a few parcels within the City to ensure that the requirements would work. A local architect with tiny home experience has provided feedback and suggestions, which have been incorporated into the draft.

#### **PROCESS**

The tiny and cottage home developments are proposed to be permissible only within the newly created Neighborhood Infill Residential District (NRD) which is proposed to be included in the CDO as Section 9.14. This district would function similarly to the Planned Unit Development district (PUD) and would be a standalone district and not an overlay.

The NRD district is only permissible on land designated Urban Neighborhood by the 2030 Land Use Plan. This designation is where the highest density residential developments (aside from the Center City area) should occur and is in the designation where most of the Residential Compact (RC) zoning is located. One of Council's areas of discussion was that allowing these uses in Residential Village (RV) zoning is too permissive, so this approach addresses that concern.

A site plan is required for rezoning to this district, and the petition would be processed as with any other conditional district where a site plan is required.

We have included an intent and purpose statements in Section 9.14.1 and 9.14.2. For ease of use, and the possibility that there will be more infill housing types included in this ordinance section, we have included definitions that are particular to this district within this section and not in Article 14 (similar to the LID and Conservation District requirements).

#### **DESIGN STANDARDS**

As previously stated, the design standards are identical to those that were recommended to Council earlier in the year.

#### TINY HOMES 9.14.4.1.A

Tiny home developments are proposed to be allowed on parcels of land zoned that are between 10,000 square feet and two (2) acres in size and are located in the Urban Neighborhood designation. This parcel range was selected in order to encourage the development as infill as opposed to larger tracts of raw land. Each parcel would be required to have at least 50 feet of street frontage in order to accommodate an adequate vehicular access. The number of tiny homes permissible would be a minimum of four (4) and a maximum of eighteen (18) with the maximum density of 18 units per acre.

Tiny homes could be designed either with units on one parcel, or with units on individual lots. If units are on individual lots, the maximum lot size is 4,000 square feet, and interior setbacks are five (5) feet, or ten (10) feet between units if the project is not subdivided.

All homes are proposed to be setback at least ten (10) feet from a public street or five (5) feet from a front lot line or from common area/vehicular access if the project is not

subdivided. The maximum building height is two (2) stories. Minimum open space is thirty (30) percent of the overall parcel and an eight (8) foot type A buffer is required around the perimeter. Sixty (60) percent of the lots are required to front the common open space, which is required to be provided at the rate of 350 square feet per unit. These open space requirements ensure that a portion of the overall 30 percent open space is set aside for common use. Maximum floor area for a tiny home is 600 square feet.

Vehicular access to each development is to be provided through a shared private driveway, and developments will have to be designed to accommodate solid waste collection at the public street.

Parking may be provided within a common parking area and is encouraged to be placed either to the side or rear of the structures and is required at the rate of two (2) spaces per dwelling. Low impact development (LID) techniques are encouraged for stormwater, if required.

If individual platting of lots is proposed, subdivision would be required to follow the requirements of Article 5 after approval of the rezoning petition.

#### COTTAGE HOMES 9.14.4.1.B

This section is organized similarly to the tiny home requirements. The only items that differ are the minimum overall lot size (15,000 square feet), the maximum lot size, if platted (5,000 square feet), maximum floor area (1,500 square feet), and minimum lot width, if subdivided (20 feet). Article 5 is applicable if subdivision is proposed.

The cottage home standards have been drafted to address numerous inquiries by developers who seek to construct smaller homes (but not as small as tiny homes) on small lots to address either empty nesters, first-time buyers, or to provide affordable housing. Previous developments with these characteristics have been processed as TND (Traditional Neighborhood Development) Infill projects as no other alternative existed.

The proposed amendment is in approval form, and upon the consensus of the Commission, may be referred to the City Council for consideration.

# ARTICLE 9 SPECIAL PURPOSE AND OVERLAY DISTRICTS

Summary: This Article provides information on special purpose zoning districts in the City of Concord including Planned Unit Development, Planned Residential Development, Mixed Use Districts, Traditional Neighbhorhood Districts, Manufactured Home Park District, Public Interest District, Conservation Subdivision and Residential County Originated and Neighborhood Infill Residential. It also includes information on the overlay districts of the Historic Preservation, Airport, Manufactured Home Park, and the Copperfield Boulevard Corridor Overlay District.

9.1 Planned Unit Development (PUD)	2
9.2 Planned Residential Development (PRD)	7
9.3 Mixed Use Districts	13
9.4 Traditional Neighborhood District (TND)	50
9.5 (Hold)	-
9.6 Manufactured Home Park (MHP) District	61
9.7 Public Interest Development (PID) District	62
9.8 Historic Preservation Overlay (HPOD) Districts	64
9.9 Airport Overlay (AOD) District	74
9.10 Copperfield Boulevard Corridor Overlay (CBCOD) District	79
9.11 Low Impact Development (LID) Standards	81
9.12 Residential County Originated	94
9.13 Conservation Subdivision (CS) District	95
9.14 Neighborhood Infill Residential District	<mark>109</mark>

For the Watershed Overlay Districts - See Article 4. There are three water related overlay districts. The water shed around the Coddle Creek Reservoir (Lake Howell) and Coddle Creek is a WS II watershed, and is discussed at section 4.2. The watershed around Lake Concord is a WS IV watershed and can also be found at section 4.2. All of the rest of Concord is located in the watersheds controlled by the National Pollution Discharge Elimination System Phase II Stormwater Permit issued by the State of North Carolina. Sections 4.3 through 4.7 contain the standards for the balance of Concord outside of the Coddle Creek and Lake Concord watersheds.

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#### 9.14 NEIGHBORHOOD INFILL RESIDENTIAL (NRD) DISTRICT.

#### 9.14.1 Intent.

This district is intended to allow for the efficient development and redevelopment of housing in underutilized areas. Neighborhood infill standards provide the opportunity for property owners to achieve more efficient urban-type development that can be achieved through conventional suburban development. These standards provide for a range of different infill housing types that may be deemed appropriate in particular geographic areas on a case-by-case basis.

#### 9.14.2 Purposes.

This ordinance is adopted for the following purposes:

- **A.** To guide the future growth and development consistently with the comprehensive plan;
- **B.** To guide site analysis to plan appropriate areas for development of higher density residential development;
- C. To provide for compatible development of housing on underutilized properties by allowing for additional review of individual projects on a case-by-case basis;
- **D.** To ensure availability of adequate infrastructure for development on smaller parcels;
- **E.** To ensure that adequate on-street and/or off-street parking and safe vehicular movement is provided;
- **F.** To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups;
- **G.** To provide buffering adjacent to lower density residential uses; and
- **H.** To meet demand for varied housing types in an urban setting.

#### 9.14.2 Applicability and Compliance.

The NRD district may be applied only to land designated as Urban Neighborhood by the 2030 Land Use Plan. The NRD district is a site plan-controlled district that requires Planning and Zoning Commission review and approval.

#### 9.14.3 Definitions

- **A. Cottage Home:** A site-built single-family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.
- B. **Cottage Home Development:** A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.
- C. Tiny Home: A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.
- **D. Tiny Home Development:** A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

#### 9.14.4 Application Procedure and Approval Process

NRD developments shall be processed as a conditional district zoning amendment (with a site plan required) and shall follow the procedures established in Section 3.2.

#### 9.14.4.1 Development Types

Following are specific development standards applicable to different types of development that are deemed appropriate as infill projects.

#### A. Tiny Homes

1. Tiny home developments are permissible subject to the following dimensional requirements. A tiny home that is located on the same lot as a principal dwelling is an accessory dwelling unit (See Section 8.3.3.C). A tiny home on wheels is considered a recreational vehicle and is permissible only as a temporary dwelling in accordance with other applicable sections of this ordinance.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	10,000 sf
Maximum Lot Size	2 acres
(overall parcel)	
Minimum number of	4

18
4,000 sf
None
600 sf
None
10 feet
5 feet <sup>1</sup>
5 feet <sup>2</sup>
2 stories
30 percent of overall tract
8' type A (see Section 11.4.2. Must be within
common space and cannot lie within an
individual platted lot

<sup>1.</sup> Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

- 2. Tiny homes may be developed either on individually platted lots or within one overall parcel.
- 3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.
- 4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home, if elevated.
- 5. Low Impact Development (LID) measures for stormwater treatment are encouraged.
- 6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
- 7. Common areas may include an amenity structure.
- 8. Each development shall be served by a privately maintained shared drive at least 20 feet in width. including proper access easements for the benefit of all dwellings.
- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.

<sup>2.</sup> Ten (10) feet is required between units if the individual units are not subdivided.

10. Tiny home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

#### B. Cottage Homes

1. Cottage home developments are permissible only subject to the following dimensional requirements.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street	50 feet on a public street
Frontage (overall	·
parcel)	
Minimum Lot Size	15,000 sf
(overall parcel)	
Maximum Lot Size	2 acres
(overall parcel)	
Minimum number of	4
dwellings	
Maximum number of	18
dwellings	
Maximum lot size (if	5,000 sf
subdivided)	
Minimum lot size (if	None
subdivided)	
Maximum floor area	1,500 sf
Minimum lot width (if	20 feet
subdivided)	
Minimum setback from	10 feet
public street	
Minimum front setback	5 feet <sup>1</sup>
Minimum side setback	5 feet <sup>2</sup>
Maximum building	2 stories
height	
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within
	common space and cannot lie within an
4 Minimum diatamas forms forms	individual platted lot

Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

- 2. Cottage homes may be developed either on individually platted lots or within one overall parcel.
- 3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.

<sup>2.</sup> Ten (10) feet is required between units if the individual units are not subdivided.

- 4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home if elevated.
- 5. Low Impact Development (LID) measures for stormwater treatment are encouraged.
- 6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
- 7. Common areas may include an amenity structure.
- 8. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.
- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.
- 10. Cottage home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

# ARTICLE 9 SPECIAL PURPOSE AND OVERLAY DISTRICTS

Summary: This Article provides information on special purpose zoning districts in the City of Concord including Planned Unit Development, Planned Residential Development, Mixed Use Districts, Traditional Neighbhorhood Districts, Manufactured Home Park District, Public Interest District, Conservation Subdivision and Residential County Originated and Neighborhood Infill Residential. It also includes information on the overlay districts of the Historic Preservation, Airport, Manufactured Home Park, and the Copperfield Boulevard Corridor Overlay District.

9.1 Planned Unit Development (PUD)	2
9.2 Planned Residential Development (PRD)	7
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9.4 Traditional Neighborhood District (TND)	50
9.5 (Hold)	-
9.6 Manufactured Home Park (MHP) District	61
9.7 Public Interest Development (PID) District	62
9.8 Historic Preservation Overlay (HPOD) Districts	64
9.9 Airport Overlay (AOD) District	74
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9.11 Low Impact Development (LID) Standards	81
9.12 Residential County Originated	94
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9.14 Neighborhood Infill Residential District	109

For the Watershed Overlay Districts - See Article 4. There are three water related overlay districts. The water shed around the Coddle Creek Reservoir (Lake Howell) and Coddle Creek is a WS II watershed, and is discussed at section 4.2. The watershed around Lake Concord is a WS IV watershed and can also be found at section 4.2. All of the rest of Concord is located in the watersheds controlled by the National Pollution Discharge Elimination System Phase II Stormwater Permit issued by the State of North Carolina. Sections 4.3 through 4.7 contain the standards for the balance of Concord outside of the Coddle Creek and Lake Concord watersheds.

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#### 9.14 NEIGHBORHOOD INFILL RESIDENTIAL (NRD) DISTRICT.

#### 9.14.1 Intent.

This district is intended to allow for the efficient development and redevelopment of housing in underutilized areas. Neighborhood infill standards provide the opportunity for property owners to achieve more efficient urban-type development that can be achieved through conventional suburban development. These standards provide for a range of different infill housing types that may be deemed appropriate in particular geographic areas on a case-by-case basis.

#### 9.14.2 Purposes.

This ordinance is adopted for the following purposes:

- **A.** To guide the future growth and development consistently with the comprehensive plan;
- **B.** To guide site analysis to plan appropriate areas for development of higher density residential development;
- C. To provide for compatible development of housing on underutilized properties by allowing for additional review of individual projects on a case-by-case basis;
- **D.** To ensure availability of adequate infrastructure for development on smaller parcels;
- **E.** To ensure that adequate on-street and/or off-street parking and safe vehicular movement is provided;
- **F.** To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups;
- **G.** To provide buffering adjacent to lower density residential uses; and
- **H.** To meet demand for varied housing types in an urban setting.

#### 9.14.2 Applicability and Compliance.

The NRD district may be applied only to land designated as Urban Neighborhood by the 2030 Land Use Plan. The NRD district is a site plan-controlled district that requires Planning and Zoning Commission review and approval.

#### 9.14.3 Definitions

- **A. Cottage Home:** A site-built single-family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.
- B. **Cottage Home Development:** A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.
- C. Tiny Home: A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.
- **D. Tiny Home Development:** A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

#### 9.14.4 Application Procedure and Approval Process

NRD developments shall be processed as a conditional district zoning amendment (with a site plan required) and shall follow the procedures established in Section 3.2.

#### 9.14.4.1 Development Types

Following are specific development standards applicable to different types of development that are deemed appropriate as infill projects.

#### A. Tiny Homes

1. Tiny home developments are permissible subject to the following dimensional requirements. A tiny home that is located on the same lot as a principal dwelling is an accessory dwelling unit (See Section 8.3.3.C). A tiny home on wheels is considered a recreational vehicle and is permissible only as a temporary dwelling in accordance with other applicable sections of this ordinance.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	10,000 sf
Maximum Lot Size	2 acres
(overall parcel)	
Minimum number of	4

dwellings	
	18
Maximum number of	10
dwellings	
Maximum lot size (if	4,000 sf
subdivided)	
Minimum lot size (if	None
subdivided)	
Maximum floor area	600 sf
Minimum lot width (if	None
subdivided)	
Minimum setback from	10 feet
public street	
Minimum front setback	5 feet <sup>1</sup>
Minimum side setback	5 feet <sup>2</sup>
Maximum building height	2 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within
	common space and cannot lie within an
	individual platted lot
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<sup>1.</sup> Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

- 2. Tiny homes may be developed either on individually platted lots or within one overall parcel.
- 3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.
- 4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home, if elevated.
- 5. Low Impact Development (LID) measures for stormwater treatment are encouraged.
- 6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
- 7. Common areas may include an amenity structure.
- 8. Each development shall be served by a privately maintained shared drive at least 20 feet in width. including proper access easements for the benefit of all dwellings.
- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.

<sup>2.</sup> Ten (10) feet is required between units if the individual units are not subdivided.

10. Tiny home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

#### **B.** Cottage Homes

1. Cottage home developments are permissible only subject to the following dimensional requirements.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street	50 feet on a public street
Frontage (overall	
parcel)	
Minimum Lot Size	15,000 sf
(overall parcel)	
Maximum Lot Size	2 acres
(overall parcel)	
Minimum number of	4
dwellings	
Maximum number of	18
dwellings	
Maximum lot size (if	5,000 sf
subdivided)	
Minimum lot size (if	None
subdivided)	
Maximum floor area	1,500 sf
Minimum lot width (if	20 feet
subdivided)	
Minimum setback from	10 feet
public street	
Minimum front setback	5 feet <sup>1</sup>
Minimum side setback	5 feet <sup>2</sup>
Maximum building	2 stories
height	
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within
	common space and cannot lie within an
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- 4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home if elevated.
- 5. Low Impact Development (LID) measures for stormwater treatment are encouraged.
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- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.
- 10. Cottage home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

## AN 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 9 "Special Purpose and Overlay Districts," be amended to include Section 9.14 "Neighborhood Infill Residential District "as follows:

Summary: This Article provides information on special purpose zoning districts in the City of Concord including Planned Unit Development, Planned Residential Development, Mixed Use Districts, Traditional Neighborhood Districts, Manufactured Home Park District, Public Interest District, Conservation Subdivision and Residential County Originated and Neighborhood Infill Residential. It also includes information on the overlay districts of the Historic Preservation, Airport, Manufactured Home Park, and the Copperfield Boulevard Corridor Overlay District.

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9.14 Neighborhood Infill Residential District	109

#### 9.14 NEIGHBORHOOD INFILL RESIDENTIAL (NRD) DISTRICT.

#### 9.14.1 Intent.

This district is intended to allow for the efficient development and redevelopment of housing in underutilized areas. Neighborhood infill standards provide the opportunity for property owners to achieve more efficient urban-type development that can be achieved through conventional suburban development. These standards provide for a range of different infill housing types that may be deemed appropriate in particular geographic areas on a case-by-case basis.

#### 9.14.2 Purposes.

This ordinance is adopted for the following purposes:

- A. To guide the future growth and development consistently with the comprehensive plan;
- B. To guide site analysis to plan appropriate areas for development of higher density residential development;
- C. To provide for compatible development of housing on underutilized properties by allowing for additional review of individual projects on a case-by-case basis;
- D. To ensure availability of adequate infrastructure for development on smaller parcels;
- E. To ensure that adequate on-street and/or off-street parking and safe vehicular movement is provided;
- F. To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups;
- G. To provide buffering adjacent to lower density residential uses; and
- H. To meet demand for varied housing types in an urban setting.

#### 9.14.2 Applicability and Compliance.

The NRD district may be applied only to land designated as Urban Neighborhood by the 2030 Land Use Plan. The NRD district is a site plan-controlled district that requires Planning and Zoning Commission review and approval.

#### 9.14.3 Definitions

- A. Cottage Home: A site-built single-family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.
- B. Cottage Home Development: A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.
- C. Tiny Home: A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.
- D. Tiny Home Development: A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

#### 9.14.4 Application Procedure and Approval Process

NRD developments shall be processed as a conditional district zoning amendment (with a site plan required) and shall follow the procedures established in Section 3.2.

#### 9.14.4.1 Development Types

Following are specific development standards applicable to different types of development that are deemed appropriate as infill projects.

#### A. Tiny Homes

1. Tiny home developments are permissible subject to the following dimensional requirements. A tiny home that is located on the same lot as a principal dwelling is an accessory dwelling unit (See Section 8.3.3.C). A tiny home on wheels is considered a recreational vehicle and is permissible only as a temporary dwelling in accordance with

other applicable sections of this ordinance.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street	50 feet on a public street
Frontage (overall	'
parcel)	
Minimum Lot Size	10,000 sf
(overall parcel)	
Maximum Lot Size	2 acres
(overall parcel)	
Minimum number of	4
dwellings	
Maximum number of	18
dwellings	
Maximum lot size (if	4,000 sf
subdivided)	
Minimum lot size (if	None
subdivided)	
Maximum floor area	600 sf
Minimum lot width (if	None
subdivided)	
Minimum setback from	10 feet
public street	
Minimum front setback	5 feet <sup>1</sup>
Minimum side setback	5 feet <sup>2</sup>
Maximum building	2 stories
height	
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be
	within common space and cannot lie
	within an individual platted lot

- 1. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.
- 2. Ten (10) feet is required between units if the individual units are not subdivided.
- 2. Tiny homes may be developed either on individually platted lots or within one overall parcel.
- 3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.
- 4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home, if elevated.
- 5. Low Impact Development (LID) measures for stormwater treatment are encouraged.
- 6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
- 7. Common areas may include an amenity structure.
- 8. Each development shall be served by a privately maintained shared drive at least 20 feet in width. including proper access easements for the benefit of all dwellings.

- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.
- 10. Tiny home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

#### B. Cottage Homes

1. Cottage home developments are permissible only subject to the following dimensional requirements.

Minimum Dogwinom ont
Minimum Requirement
18 units per acre
50 feet on a public street
15,000 sf
2 acres
4
18
5,000 sf
None
1,500 sf
20 feet
10 feet
5 feet <sup>1</sup>
5 feet <sup>2</sup>
2 stories
30 percent of overall tract
8' type A (see Section 11.4.2. Must be
within common space and cannot lie
within an individual platted lot

- 1. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.
- 2. Ten (10) feet is required between units if the individual units are not subdivided.
- 2. Cottage homes may be developed either on individually platted lots or within one overall parcel.
- 3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.
- 4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home if elevated.
- 5. Low Impact Development (LID) measures for stormwater treatment are encouraged.

- 6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
- 7. Common areas may include an amenity structure.
- 8. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.
- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.
- 10. Cottage home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

SECTION 2: That this Ordinance be effective immediately upon adoption.

Adopted in this October 12 <sup>th</sup> , 2023.	
	CITY COLINGIA
	CITY COUNCIL
	CITY OF CONCORD
	NORTH CAROLINA
ATTEST:	
	William C. Dusch, Mayor
Kim Deason, City Clerk	

VaLerie Kolczynski, City Attorney



## **Bid Talley Sheet**

#### Construction of Rider Transit Bus Stop Improvements Bid #2592, Project #051, Set #1

Rider Transit Center, 45 Transit Ct NW, Concord, NC 28025 September 6<sup>th</sup>, 2023 at 11:00 AM EDT (Re-bid)

\*\* Apparent Low Bidder

<u>Contractor</u>	<u>Bid</u> <u>Bond</u>	<u>Total Bid</u>
M.H. Graves Construction Company **	\$23,000	\$397,991.00 (includes contingency)

CONNECTING COMMUNITY



### **BID FORM**

City of Concord - Rider Transit Bus Stop Improvements - Bid #2592, Project #051, Set #1

Addition of bus stop and site amenities to bus stop locations generally consisting of grading, concrete pads and sidewalks, installing amenities, and other related items.

1tem No.	Sect No.	<u>Item Description</u>	Unit	Quantity	Unit Bid Price	Amount Bid
1	PSP-1	MOBILIZATION/TRAVEL TIME	LS	1	30000,00	36600.60
2	PSP-2	DEMOLITION	LS	1	43000,00	43000,00
3	PSP-3	EARTHWORK	LS	L	70000.00	70000,00
4	PSP-4	EROSION CONTROL	LS	1	10000.00	10000,00
5	PSP-5	TRAFFIC CONTROL	LS	1	30000.00	30000,00
6	PSP-7	GRASS SOD / MULCH	SF	6300	4.00	25200,00
7	PSP-8	FULL DEPTH ASPHALT PAVEMENT (3" S9.5C, 4" 119.0C, 5" B25.0C)	SF	17	80.00	1360.00
8	PSP-9	ASPHALT PAVEMENT REPAIR (CONTINGENCY)	TON	2	500,60	1000,00
9	PSP-10	6" CONCRETE SIDEWALK	SF	5620	11.00	61820,00
10	PSP-11	6" CONCRETE PAD	SF	1780	11.00	19580,00
11	PSP-12	REMOVE & REPLACE SIDEWALK (CONTINGENCY)	SF	500	10.00	5000,00
12	PSP-13	5" MONOLITHIC CONRETE ISLAND	SF	60	50,00	3000.00
13	PSP-14	2'-6" CURB & GUTTER	LF	70	50.00	3500,00
14	PSP-15	6" x 12" CONCRETE CURB	LF	50	50.00	2500,60
15	PSP-16	CONCRETE CURB ON PAD	LF	145	30,00	4350,00
16	PSP-18	CONCRETE CURB RAMP	EA	3	3500,00	10500.00
17	PSP-32	CONCRETE FLUME	EA	1	1000,00	1000.00
18	PSP-30	PEDESTRIAN SAFETY RAIL	LF	20	150.00	3000.00
19	PSP-31	STEEL PIPE BOLLARDS	EA	3	1000.00	3000.00
20	PSP-19/PSP-20/PSP-21	INSTALL SHELTER & AMENITIES	EA	6	4000.00	24000.00
21	PSP-19/PSP-20/PSP-21	INSTALL SIMME-SEAT & AMENITIES	EA	13	500,00	6500.00
22	PSP-22	RELOCATE BUS STOP SECURITY LIGHT SYSTEM	EA	2	1000.00	
23	PSP-23	RELOCATE SIGN	EA	2	500,00	1000,00
24	PSP-25	ADJUST UTILITY BOX/VAULT	EA	2	250.00	500,00
,					SUBTOTAL	361810.4
10% CONTINGENCY OF SUBTOTAL					36181,00	
TOTAL BID (=SUBTOTAL + 10% CONTINGENCY) 397991,6					397991.00	

NOTE: ALL UNIT PRCIES, EXTENSIONS, AND TOTAL BID AMOUNTS ARE MANDATORY. OMISSION OF ANY PRICES, EXTENSIONS, OR TOTAL BID AMOUNTS SHALL RESULT IN THE REJECTION OF THE BID. THE UNIT PRICES FOR THE ITEMS IN THE CONTRACT ARE FOR FURNISHING, INSTALLING, COMPLETING, HAVING IN PLACE, AND BEING ACCEPTED.

		CONTRACTOR: M. H. Graves
		LICENSE NO.: 2,7609
DATE:	BP-1	SIGNATURE: Man an J. Aran

#### CONNECTING COMMUNITY



Concord Kannapolis Area Transit

**EXHIBIT "I"** 

## CONSTRUCTION PLAN SET

## CONNECTING COMMUNITY



## Concord Kannapolis Area Transit

RIDER TRANSIT BUS STOP IMPROVEMENTS

CONSTRUCTION SET 1: SITES 102, 108, 109, 114, 115, 117, 122, 123, 124, 126, 127, 131, 132, 136, 141, 144, 145, 146, 148



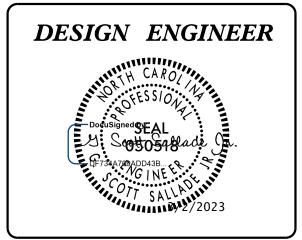
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

G. SCOTT SALLADE JR., P.E.

PROJECT ENGINEER

ANDREW J. AIEZZA, P.E.

PROJECT DESIGN ENGINEER



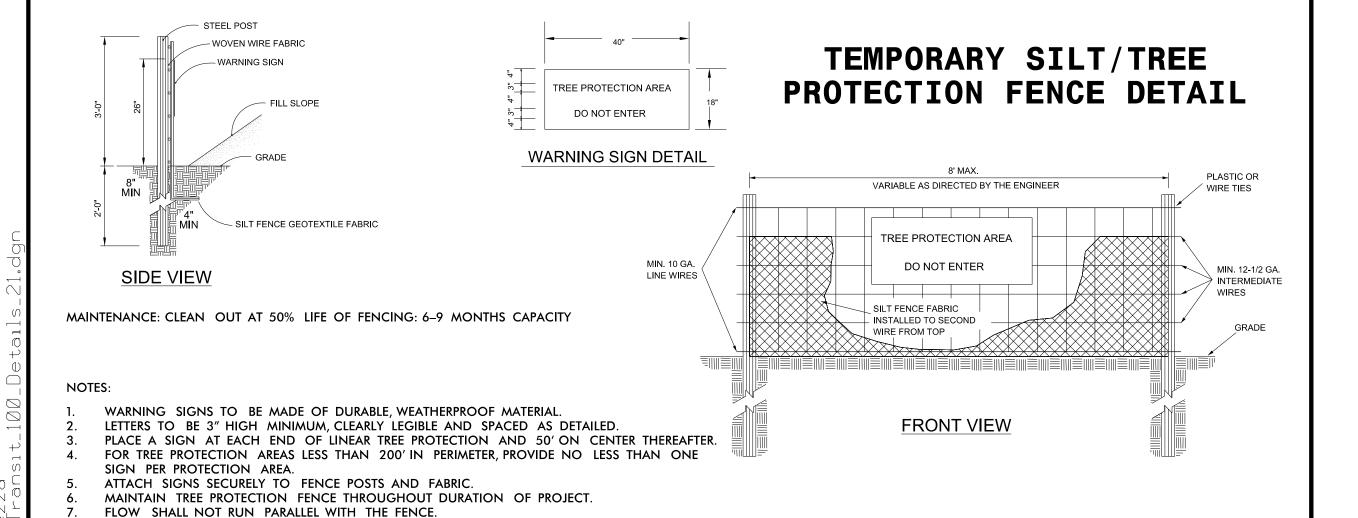
# GENERAL NOTES (APPLICABLE FOR ALL SHEETS):

- REFER TO THE SERIES 2 SHEETS AND THE LIST OF STANDARDS FOR SITE DETAILS. REFER TO THE MOST CURRENT VERISON OF THE NCDOT ROADWAY STANDARD DRAWINGS OR THE LOCAL MUNICIPALITY STANDARDS FOR ADDITIONAL INFORMATION. ALL CONSTRUCTION SHOULD ADHERE TO THESE STANDARDS
- THE CONTRACTOR SHALL CONTACT NC811 TO LOCATE UTILITIES AT EACH SITE AT LEAST THREE WORKING DAYS PRIOR TO STARTING WORK ON EACH SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK. ANY DAMAGE TO EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- A LOCAL MUNICIPALITY AND/OR NODOT ENCROACHMENT PERMIT MAY BE REQUIRED PRIOR TO ANY CONSTRUCTION, AFTER OBTAINING THE REQUIRED PERMITS, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE CONSTRUCTION INSPECTION OFFICE FOR A PRE-CONSTRUCTION CONFERENCE AND FIELD VISIT PRIOR TO ANY WORK ON THE
- 4. IF A LANE CLOSURE IS REQUIRED TO PERFORM ANY WORK ITEMS, USE NCDOT STD. 1101.02 FOR ADVANCED WARNING SIGNS AND APPLICABLE LANE CLOSURE. SUBMIT PLAN TO THE APPROPRIATE JURISDICTION PRIOR TO LANE CLOSURE FOR APPROVAL PROVIDE PROPER SIDEWALK CLOSURE/DETOUR SIGNING IN ACCORDANCE WITH THE LOCAL MUNICIPALITY AND NCDOT STANDARDS. ALL TRAFFIC CONTROL DEVICES AND SIGNING ARE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL.
- THE CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS FOR STAGING AREAS AND OWNER ACCESS ADJACENT PROPERTIES DURING CONSTRUCTION, INCLUDING TENANT PARKING, DELIVERIES AND GARBAGE PICKUP. RIGHT-OF-WAY AND/OR TEMPORARY EASEMENT HAS BEEN PROCURED OR IS IN THE PROCESS OF BEING PROCURED AT EACH INDIVIDUAL BUS STOP LOCATION AS NECESSARY. THE CONTRACTOR SHALL COORDINATE ENTRANCE INTO ADJACENT PROPERTY WITH THE ENGINEER AND RIDER TRANSIT AND UNDERSTANDS THAT SOME OF THE RIGHT-OF-WAY AND/OR TEMPORARY EASEMENTS MAY NOT BE PROCURED AT THE TIME OF CONSTRUCTION.
- RIGHT-OF-WAY INFORMATION ON PLANS IS BASED ON DEED RESEARCH AND NOT ACTUAL FIELD DATA.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING SITE FEATURES TO REMAIN AND RESTORING TO PRECONSTRUCTION CONDITIONS IF DAMAGED BY CONSTRUCTION ACTIVITIES. RESTORING EXISTING FEATURES TO THE PRECONSTRUCTION CONDITIONS WILL BE AT NO ADDITIONAL COST TO RIDER TRANSIT.
- THE CONTRACTOR SHALL PROTECT ALL DISTURBED AREAS AND TO NOT LEAVE ANY OPEN TRENCHES WHEN NOT PRESENT. THE CONTRACTOR SHALL PROVIDE PROPER AND VISIBLE PROTECTION FENCING, MARKERS AND SIGNAGE AT ALL TIMES. NO OPEN TRENCHES OR TRIPPING HAZARDS MAY BE LEFT OVER NIGHT. THE CONTRACTOR SHALL USE PROPER SIDEWALK CLOSURE/DETOUR SIGNS MEETING THE LATEST LOCAL MUNICIPALITY AND NCDOT STANDARDS.
- NO STORAGE OF MATERIALS, DUMPING OF WASTE MATERIALS, FILL, OR PARKING OF EQUIPMENT SHALL BE ALLOWED WITHIN THE TREE ROOT PROTECTION ZONE, AND NO TRESPASSING SHALL BE ALLOWED WITHIN THE BOUNDARY OF THE TREE ROOT PROTECTION ZONE.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS AND EQUIPMENT LEFT ON SITE. LEAVING MATERIAL ON SITE WHEN THE CONTRACTOR IS NOT PRESENT IS NOT RECOMMENDED.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SEDIMENT ON SITES AND PREVENT EROSION. CONCRETE, AND OTHER MATERIALS FROM WASHING ONTO ADJACENT ROADWAYS. THE CONTRACTOR SHALL PROVIDE INLET PROTECTION AT INLETS THROUGHOUT CONSTRUCTION AND SILT FENCING OR NCDOT #57 STONE PILED 1' HIGH BY 2' WIDE AT BASE AS APPLICABLE TO PREVENT SEDIMENT FROM LEAVING THE SITES OR ENTERING ADJACENT STORM DRAINAGE SYSTEMS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PER THE 2018 NCDOT ROADWAY STANDARD DRAWINGS, MAINTENANCE OF EROSION CONTROL MEASURES IS INCIDENTAL TO EROSION CONTROL.
- 12. THE CONTRACTOR IS TO OBTAIN BUS SHELTERS, BENCHES, AND OTHER AMENITIES FROM RIDER TRANSIT, WHICH HAVE BEEN PRE-PURCHASED AND ARE BEING STORED AT A LOCATION TO BE DETERMINED. THE CONTRACTOR IS TO COORDINATE WITH RIDER TRANSIT TO OBTAIN THE AMENITIES. BUS SHELTERS AND BENCHES INCLUDE ALL PARTS AND AMENITIES INCLUDING TRASH RECEPTACLE. THE CONTRACTOR SHALL PROVIDE ANCHORS AND INCIDENTAL ITEMS REQUIRED TO ASSEMBLE AND INSTALL BUS SHELTERS, BENCHES, AND OTHER AMENITIES AT NO ADDITIONAL COST TO RIDER TRANSIT. THE CONTRACTOR SHALL INSTALL ALL AMENITIES PER THE MANUFACTURERS' INSTRUCTIONS. THE CONTRACTOR SHALL DISPOSE OF PACKING MATERIAL IN A LEGAL MANNER OFF-SITE AND AT NO ADDITIONAL COST TO RIDER TRANSIT.
- 13. ALL EXISTING BUS STOPS WILL REMAIN OPERATIONAL DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING MATERIAL WITH NEW SHELTER COMPLETION. A TEMPORARY PROTECTED AREA ADJACENT TO SITE SHALL BE PROVIDED FOR RIDERS UNTIL NEW SHELTER HAS BEEN ACCEPTED BY RIDER TRANSIT FOR OPERATION. THE CONTRATOR SHALL REPAIR ANY DAMAGED AREAS USED FOR THE TEMPORARY BUS STOP.
- 14. REMOVAL OR RELOCATION OF EXISTING AMENITIES AND SIGNS SHOULD NOT BE PERFORMED UNTIL THE COMPLETION OF PROPOSED IMPROVEMENTS WHEN POSSIBLE. AMENITIES OWNED BY RIDER TRANSIT OR THE LOCAL MUNICIPALITY SHOULD BE RETURNED TO THE APPROPRIATE OWNER. THE CONTRACTOR IS TO COORDINATE WITH RIDER TRANSIT TO DETERMINE THE OWNER OF SPECIFIC AMENITIES AND SHALL RETURN AMENITIES TO THE APPROPRIATE LOCATION AS PART OF THIS CONTRACT. APPROPRIATE CONTACTS FOR RIDER TRANSIT AND THE LOCAL MUNICIPALITIES SHALL BE PROVIDED TO THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.
- 15. A CLEAR AREA OF 2 FEET MINIMUM SHOULD BE PROVIDED BEHIND SHELTER FOR MAINTENANCE UNLESS OTHERWISE NOTED ON THE PLANS.
- 16. IF ASPHALT PATCHING IS REQUIRED, USE 3" OF S9.5C IN PARKING LOT AREAS (CARS ONLY) AND USE 6" OF 119.0C AND 3" OF S9.5C IN ALL OTHER AREAS. ALL DAMAGE SHALL BE SAW CUT TO PROVIDE A SMOOTH JOINT. THE CONTRACTOR IS TO COORDINATE WITH THE ENGINEER OR INSPECTOR PRIOR TO REPAIRING ASPHALT PAVEMENT.
- 17. PRIOR TO ASPHALT OR CURB & GUTTER REMOVAL, THE CONTRACTROR SHALL SAW CUT ALL PAVEMENT AT REMOVAL LIMITS OR AT NEAREST JOINT IF WITHIN 2' OF JOINT OR AS OTHERWISE INSTRUCTED BY THE ENGINEER OR INSPECTOR.
- 18. BACKFILL ADJACENT TO ALL NEW PAVEMENT ONCE FORM WORK IS REMOVED AND COMPACT. USE MINIMUM 6" CLEAN TOPSOIL AND BRING TO WITHIN 2" OF PAVEMENT FOR PLACEMENT OF SOD. CUT GRADE DOWN 2" IN ALL GRASS AREAS TO TIE SOD FLUSH WITH SURROUNDING GRADE.
- 19. GRADE ALL DISTURBED AREAS SMOOTH, REMOVE ALL ROOTS, ROCKS OR ANY OTHER DEBRIS, AND SOD THE AREAS. THE SOD TYPE SHALL MATCH EXISTING SURROUNDING GRASS, I.E. FESCUE, BERMUDA, ETC. THE CONTRACTOR SHALL FERTILIZE AND WATER FOR A 2-WEEK PERIOD. CONTACT ENGINEER AND INSPECTOR ONCE GRASS IS PLACED TO START 2-WEEK WATERING PERIOD. ANY GRASS THAT NEEDS TO BE REPLACED AT THE END OF 2 WEEKS WILL BE REPLACED AT NO ADDITIONAL COST TO RIDER TRANSIT.
- 20. AT THE START OF GRADING INVOLVING THE LOWERING OF THE EXISTING GRADE AROUND A TREE OR STRIPPING OF TOPSOIL, A CLEAN, SHARP, VERTICAL CUT SHALL BE MADE AT THE EDGE OF THE TREE SAVE AREA AT THE SAME TIME AS OTHER EROSION CONTROL MEASURES ARE INSTALLED. TREE PROTECTION FENCING SHALL BE INSTALLED ON THE SIDE OF THIS CUT FARTHEST AWAY FROM THE TREE TRUNK.
- 21. ALL VEGETATION PRUNING SHALL BE COMPLETED BY A LICENSED LANDSCAPE OR TREE PROFESSIONAL AND COORDINATED WITH THE LOCAL MUNICIPALITY, ENGINEER, AND
- IF EXISTING TREES TO BE RETAINED ARE DAMAGED OR DESTROYED, THE CONTRACTOR SHALL REPLACE THE TREE MATCHING THE EXISTING SPECIES AND SIZE AT NO ADDITIONAL COST TO RIDER TRANSIT.
- 23. THE WORK TAKING PLACE RELATED TO THE CHANGES IN THESE PLANS WILL BE FULLY COMPLIANT WITH THE NORTH CAROLINA ACCESSIBILITY CODES (ANSI 117.1–2009 AND CHAPTER 11 OF THE NCBC) UNLESS AND EXCEPT IN AREAS WHERE AN APPROVED STATEMENT FROM A SITE ENGINEER, SURVEYOR, OR ARCHITECT VERIFIES THAT SITE CONDITIONS EXIST where the topography of the site is extreme and only alternate methods of compliance are possible.
- 24. CONTROL POINTS PROVIDED ON THE PLANS ARE FOR USE IN STAKING OUT PROPOSED WORK TO BY COMPLETED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND RESETTING STAKING IF DAMAGED BY CONSTRUCTION ACTIVITIES. CADD FILES CAN BE OBTAINED UPON WRITTEN REQUEST TO THE ENGINEER.
- 25. TREE PROTECTION FENCE AND SILT FENCE TO BE INSTALLED AS A COMBINATION FENCE.

SEE NCDEQ EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL FOR STANDARDS

END OF SILT FENCE NEEDS TO BE TURNED UPHILL

AND SPECIFICATIONS FOR SILT FENCE AT APPLICABLE LOCATIONS.



# 2018 NCDOT ROADWAY ENGLISH STANDARD DRAWINGS

- 2" TOOLED RADIUS

ADJUST U-BAR HEIGHT TO PROVIDE MINIMUM 2" COVER WHERE

CURB HEIGHT VARIES

 DOWEL CURB TO SHELTER PAD USING U-BARS

TYPICAL SHELTER PAD -OR-

THE FOLLOWING ROADWAY STANDARDS AS THEY APPEAR IN "ROADWAY STANDARD DRAWINGS" HIGHWAY DESIGN BRANCH - N.C. DEPARTMENT OF TRANSPORTATION RALEIGH, N.C., DATED JANUARY 16, 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.

DIVISION 2 – EARTHWORK METHOD OF CLEARING - METHOD II

DIVISION 6 - ASPHALT BASES AND PAVEMENTS PAVEMENT REPAIRS

DIVISION 8 - INCIDENTALS PIPE COLLAR

CONCRETE CURB, GUTTER, AND CURB & GUTTER CONCRETE SIDEWALK

CURB RAMP - EXISTING CURB & GUTTER 848.06

GUIDE FOR RIP RAP AT PIPE OUTLETS 876.02

DIVISION 9 – SIGNING

GROUND MOUNTED SIGN SUPPORTS ORIENTATION OF GROUND MOUNTED SIGNS

MOUNTING OF TYPE 'D', 'E', AND 'F' SIGNS ON 'U' CHANNEL POSTS

DIVISION 11 – WORK ZONE TRAFFIC CONTROL

WORK ZONE ADVANCE WARNING SIGNS TEMPORARY LANE CLOSURES

1110.02 PORTABLE WORK ZONE SIGNS

1130.01 1135.01

CONES TYPE III BARRICADES

1180.01 SKINNY DRUM

DIVISION 12 - PAVEMENT MARKINGS, MARKERS, AND DELINEATION PAVEMENT MARKINGS - LINE TYPES AND OFFSETS PAVEMENT MARKINGS – PEDESTRIAN CROSSWALKS

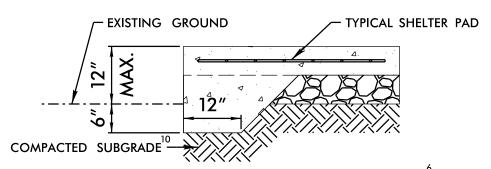
DIVISION 16 - EROSION CONTROL AND ROADSIDE DEVELOPMENT

TEMPORARY SILT FENCE SPECIAL SEDIMENT CONTROL FENCE

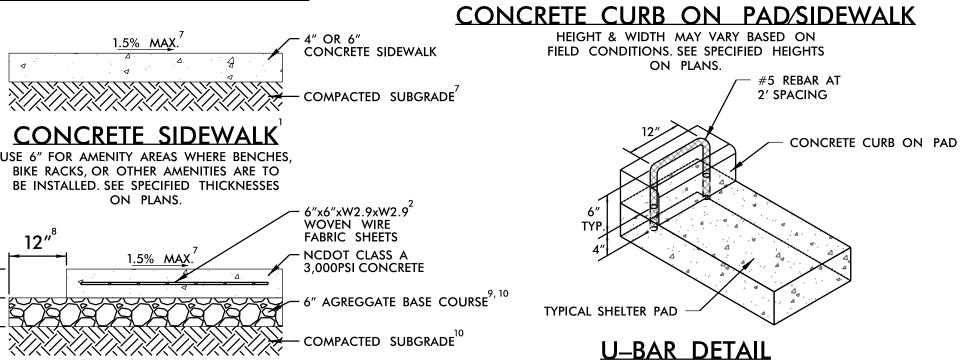
ROCK INLET SEDIMENT TRAP TYPE 'C'

ROCK PIPE INLET SEDIMENT TRAP TYPE 'B'

## CONCRETE INFRASTRUCTURE DETAILS



## SHELTER PAD TURNDOWN



- SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH NCDOT STD. 848.01 CONCRETE SIDEWALKS OF THE LATEST VERSION OF THE NCDOT ROADWAY STANDARD DRAWINGS.
- EXPANSION JOINTS ARE TO BE SPACED 50' MAX MEASURED ON CENTER AND PLACED AT ALL RIGID OBJECTS AND DIRECTION CHANGES IN THE SIDEWALK.
- EXPANSION JOINTS SHALL HAVE A 1/4" RADIUS TOOLED EDGE AND BE FILL WITH JOINT SEALER.
- JOINT SEALER SHALL BE GRAY IN COLOR AND IN ACCORDANCE WITH NCDOT STANDARD SECTION 1028.
- REINFORCE SHELTER PAD WITH WOVEN WIRE FABRIC SHEETS. WOVEN WIRE FABRIC SHEETS SHALL HAVE MINIMUM 6" OVERLAPS AND PLACED WITHIN 3" ON ALL SIDES.
- SHELTER PAD TURNDOWN IS TO PROVIDE A 12" WIDE CONCRETE SECTION TO EXTEND A MINIMUM 6" BELOW THE EXISTING ADJACENT GROUND WITH A 45 DEGREE SECTION TO BRING BACK TO THE STANDARD
- CROSS SLOPE OF AMENITY AREA PAVEMENTS SHALL BE A MAXIMUM OF 1.5% UNLESS OTHERWISE APPROVED, OR NOTED ON THE PLANS.
- EXTEND AGGREGATE BASE COURSE 12" BEYOND EDGE OF PAD IN ALL DIRECTIONS EXCEPT WHERE BORDERED BY EXISTING PAVEMENTS.
- AGGREGATE BASE COURSE SHALL MEET NCDOT STANDARD SPECIFCIATIONS FOR ROADS AND STRUCTURES.
- 10. SUBGRADE AND AGGREGATE BASE COURSE SHALL BE PROPERLY COMPACTED WITH PLATE TAMPERS PRIOR TO PLACING CONCRETE.

TYPICAL SHELTER PAD

USE FOR AMENITY AREAS WHERE

SHELTERS ARE TO BE INSTALLED

- WHERE HANDRAIL OR SAFETY RAIL IS PROPOSED WITHIN LIMITS OF CONCRETE PAD, INCREASE PAD THICKNESS AS SHOWN ON THE HANDRAIL OR SAFETY RAIL STANDARD.
- ALL NEW PAVEMENTS SHALL BE FLUSH WITH EXISTING SIDEWALKS AND OTHER PAVEMENTS TO PREVENT TRIPPING HAZARDS AND TO ENSURE THE BUS STOP LANDING MEETS CURRENT ADA REQUIREMENTS.
- COMPACTION OF SUBGRADE SHALL BE CHECKED BY A TECHNICIAN UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER PRIOR TO POURING CONCRETE BY USING A PROBE ROD OR TESTING THE SOIL IF NECESSARY.
- QUALITY OF CONCRETE SHALL BE CHECKED PER ASTM STANDARDS TO ENSURE PROPER MIX DESIGN AND SPECIFICATIONS. TESTING SHALL BE PERFORMED BY A TECHNICIAN UNDER THE SUPERVISION OF A
- STORMWATER RUNOFF SHOULD BE DIVERTED AWAY FROM THE SHELTER PAD.
- MATCH EXISTING CONTRACTION JOINT SPACING WHERE APPLICABLE AND WHEN WITHIN 1' OF EXISTING JOINTS.
- 17. THE CONTRACTOR SHALL REQUEST AN INSPECTION WHEN CONCRETE FORM WORK IS PLACED AND SHALL NOT POUR CONCRETE UNTIL APPROVED BY THE INSPECTOR OR ENGINEER.

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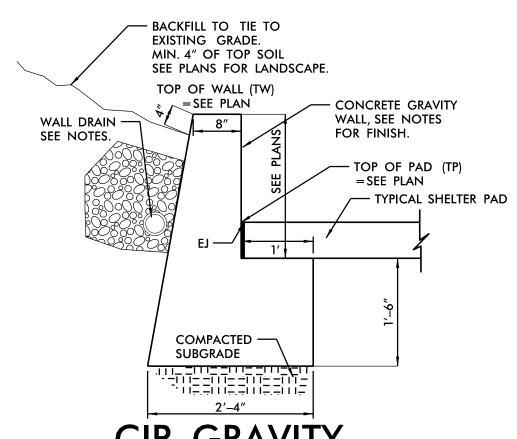
DATE: 03/02/2023 **DESIGNED BY:** AJA

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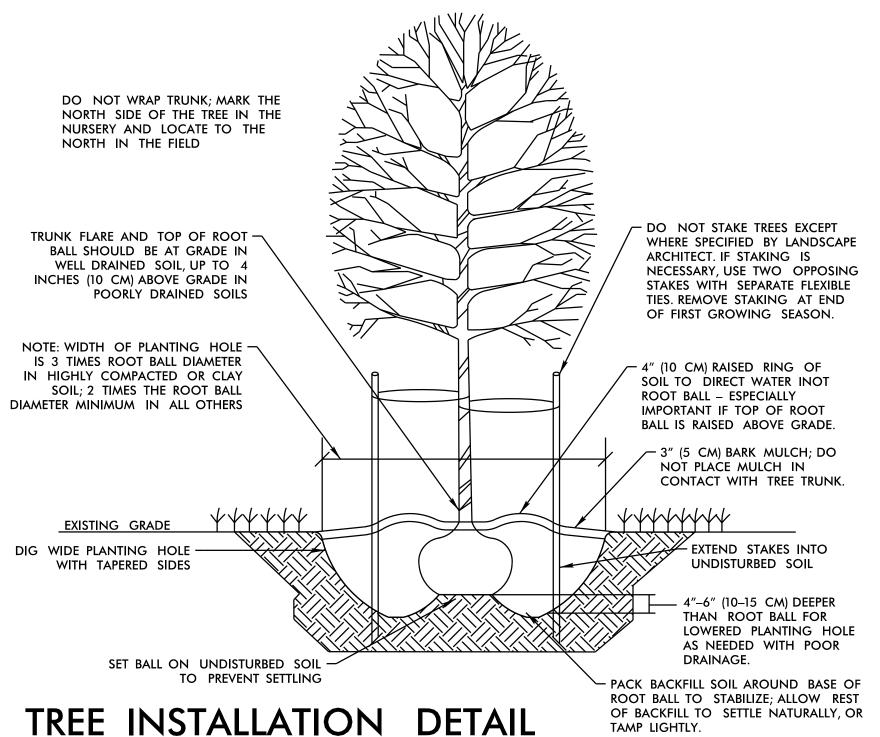
rastructure Consulting Services, I RAMEY KEMP ASSOCIATES

5808 Faringdon Place Raleigh, North Carolina 27609 Phone: 919-872-5115 NC License No. F-1489



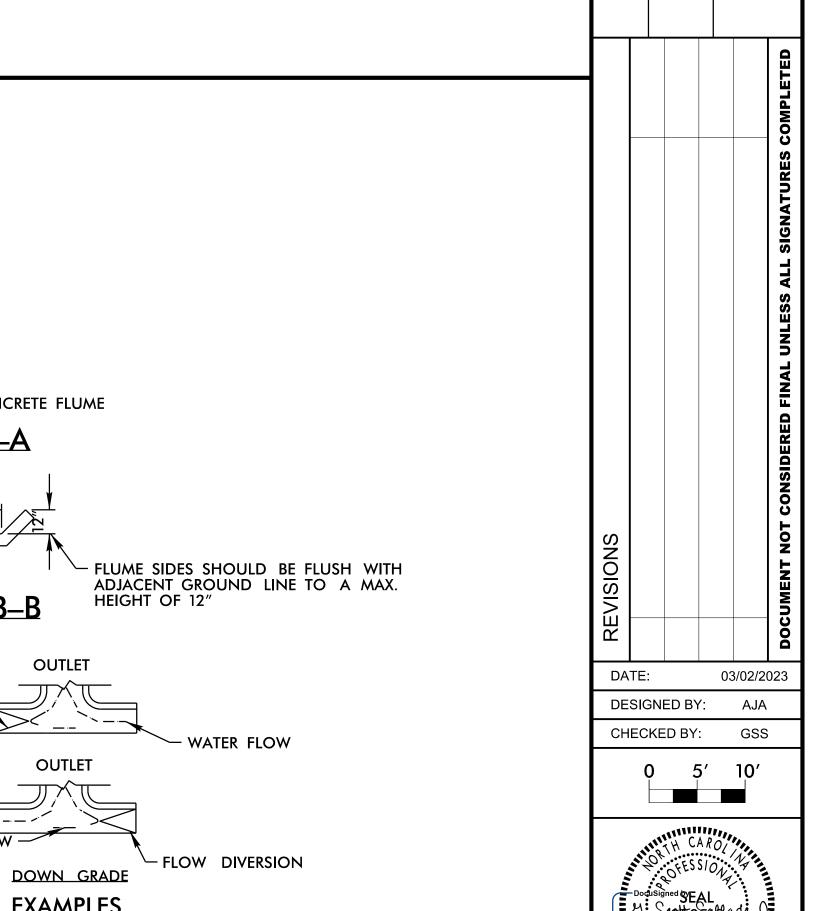
# CIP GRAVITY RETAINING WALL

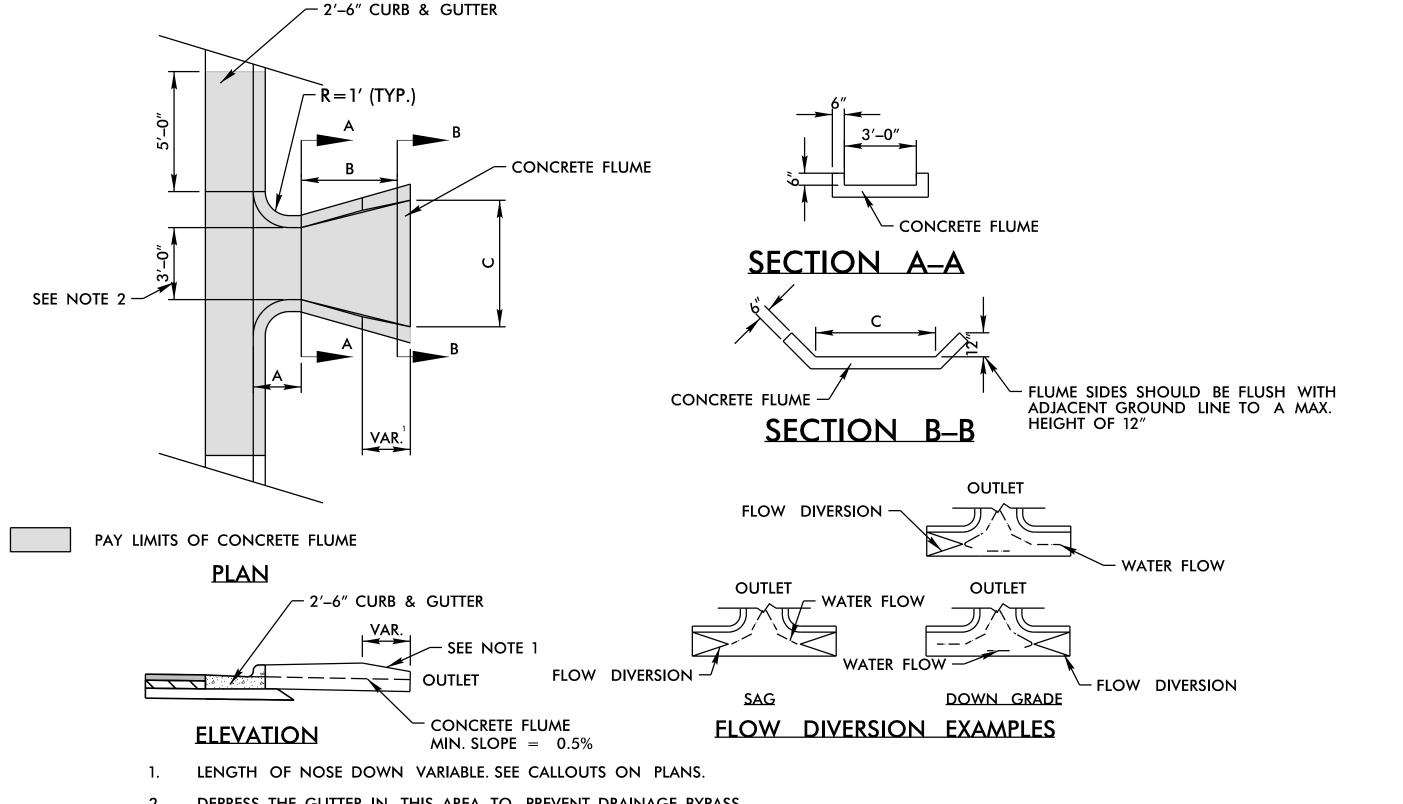
- USE CLASS A CONCRETE AND PROVIDE CLASS I SURFACE FINISH ON ALL EXPOSED SURFACES. CONTRACTOR TO USE PROPER FLEX-SHAFT CONCRETE VIBRATOR TO ENSURE AIR IS REMOVED DURING THE POUR.
- PROVIDE GROOVED CONTRACTION JOINTS EVERY 10'-0".
- PROVIDE 4" PERFORATED PVC DRAIN PIPE THE LENGTH OF THE WALL. WRAP PIPE WITH FILTER FABRIC AND PROVIDE 1' WIDE BY 1' DEEP WASHED STONE AROUND PIPE. DAYLIGHT AT ENDS AND PROVIDE SOCK AROUND ENTIRE PIPE.
- 4. DO NOT BACKFILL WALL UNTIL CONCRETE DEVELOPS A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI. COMPACT BACKFILL AND COMPACT WITH HAND OPERATED EQUIPMENT.
- 5. TAPER ENDS OF WALL AS SHOWN ON THE PLANS OR TO 6" ABOVE GRADE 1' FROM THE EDGE OF THE SIDEWALK.
- 6. WALL SIMILAR TO NCDOT STANDARD DRAWING 453.01.



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- 1. WHERE SEVERAL TREES WILL BE PLANTED CLOSE TOGETHER SUCH THAT THEY WILL LIKELY SHARE ROOT SPACE, TILL IN SOIL AMENDMENTS TO A DEPTH OF 4"-6" (10-15 CM) OVER THE ENTIRE AREA.
- 2. FOR CONTAINER-GROWN TREES. USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE
- DURING THE DESIGN PHASE, CONFIRM THAT WATER DRAINS OUT OF THE SOIL; USE LOWERED PLANTING HOLE DEPTH AND DESIGN ALTERNATIVE DRAINAGE SYSTEMS AS REQUIRED.
  - THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
- THE PLANTING PROCESS IS SIMILAR FOR DECIDUOUS AND EVERGREEN TREES.
- IF PLANTING HOLES ARE DUG WITH A LARGE AUGER. BREAKING DOWN THE SIDES WITH A SHOVEL CAN ELIMINATE GLAZING AND CREATE THE PREFERRED SLOPING SIDE.
- AVOID PURCHASING TREES WITH TWO LEADERS OR REMOVE ONE AT PLANTING. OTHERWISE, DO NOT PRUNE TREE AT PLANTING EXCEPT FOR SPECIFIC STRUCTURAL CORRECTIONS.
- BEFORE PLANTING, ADD 3"-4" (7-10 CM) OF WELL COMPOSITED LEAVES, RECYCLED YARD WASTE OR OTHER COMPOST AND TILL INTO TOP 6" (15 CM) OF PREPARED SOIL ADD COMPOST AT 10-20% BY VOLUME TO





- DEPRESS THE GUTTER IN THIS AREA TO PREVENT DRAINAGE BYPASS.
- MODIFICATIONS SHALL BE AS DICTATED BY SITE CONDITIONS AND AS DIRECTED BY THE ENGINEER.

CONCRETE FLUME DETAIL

frastructure Consulting Services, I

**RAMEY KEMP ASSOCIATES** 

5808 Farlngdon Place Raleigh, North Carolina 27609 Phone: 919-872-5115

NC License No. F-1489

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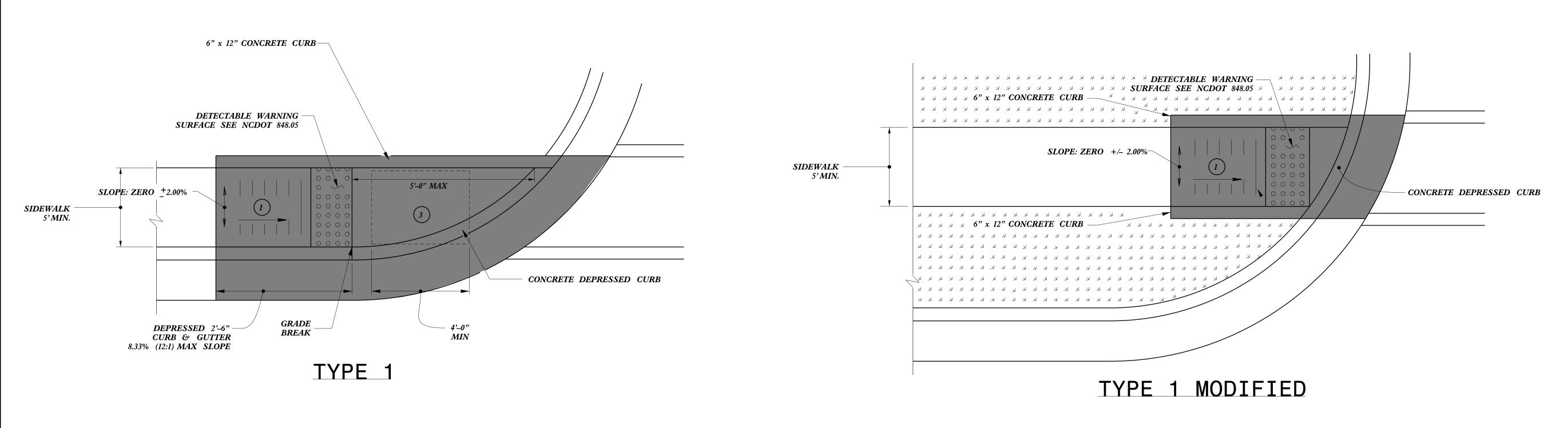
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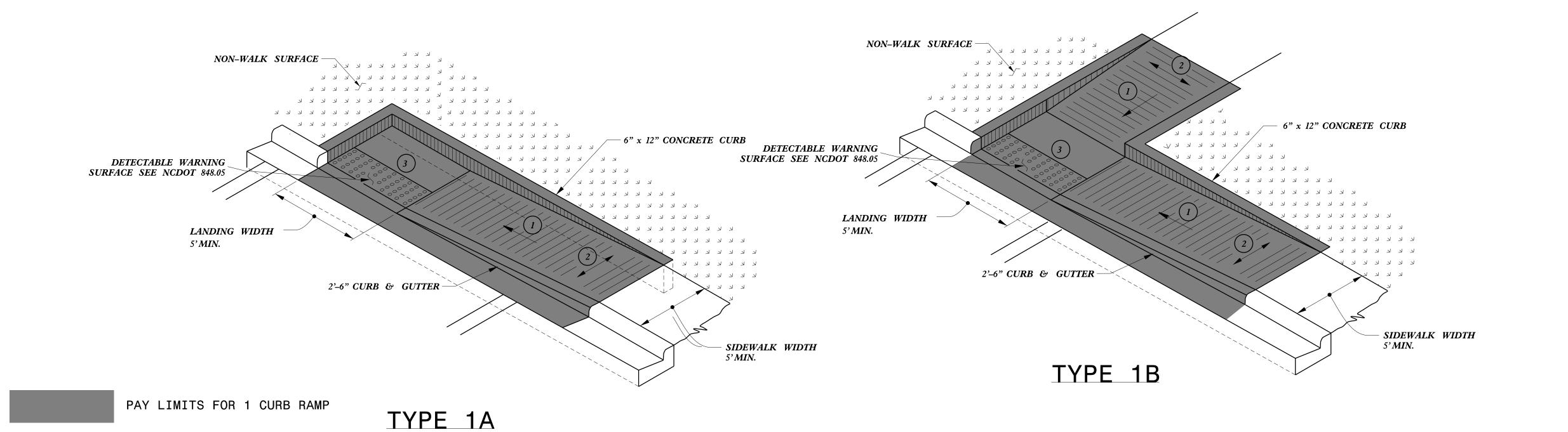
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- (1) 8.33% (12:1) MAX RAMP SLOPE
- (2) CROSS SLOPE: 2.00%
- 3 CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- (4) REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

SHEET# **CONNECTING COMMUNITY** Concord Kannapolis Area Trans STOPS CITY OF CONCORD TRANSIT BUS RIDER

DATE: 03/02/2023 DESIGNED BY: CHECKED BY:





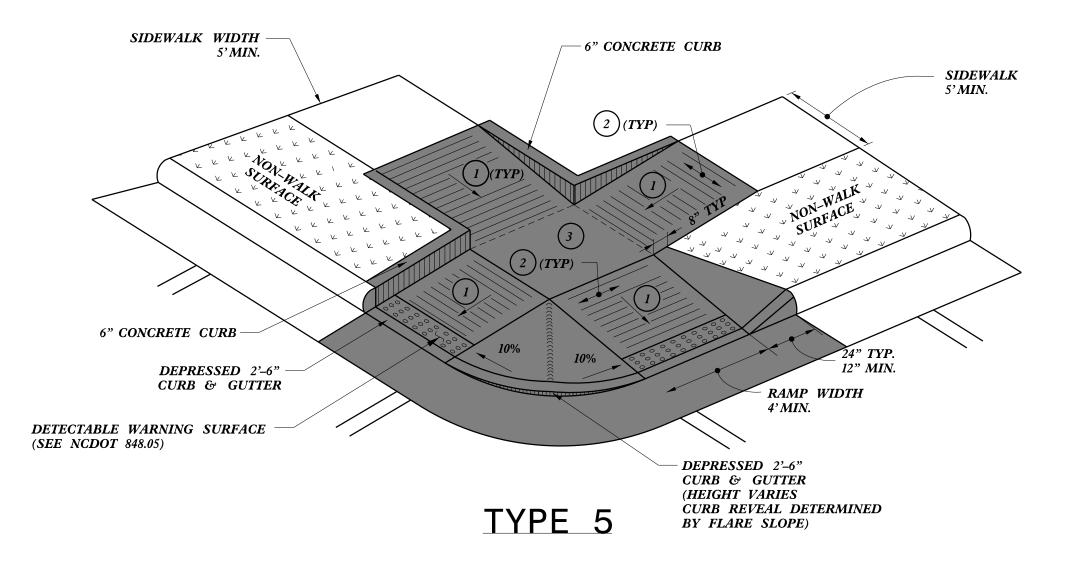
5808 FarIngdon Place Raleigh, North Carolina 27609 Phone: 919-872-5115 NC License No. F-1489

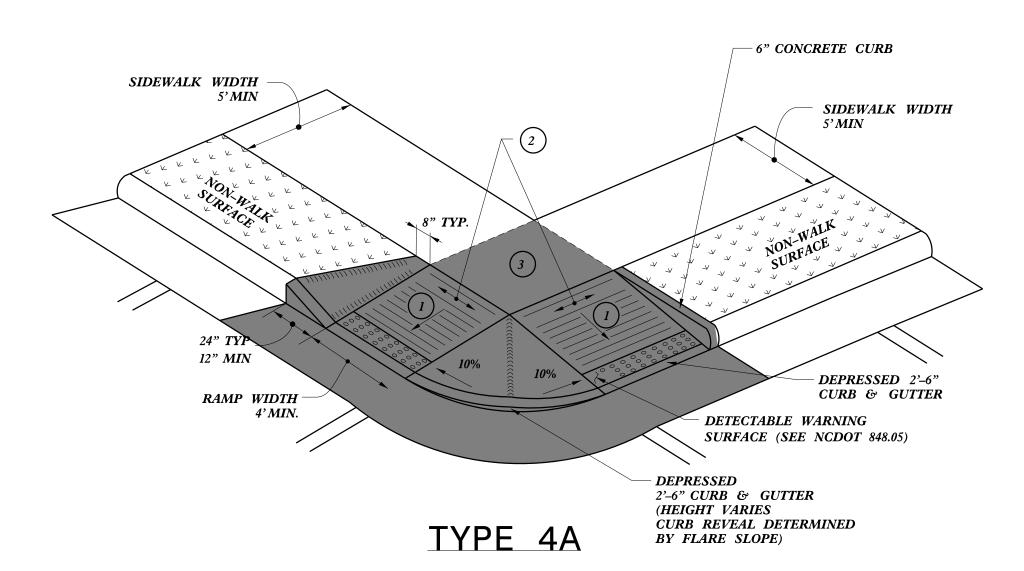
PAY LIMITS FOR 1 CURB RAMP

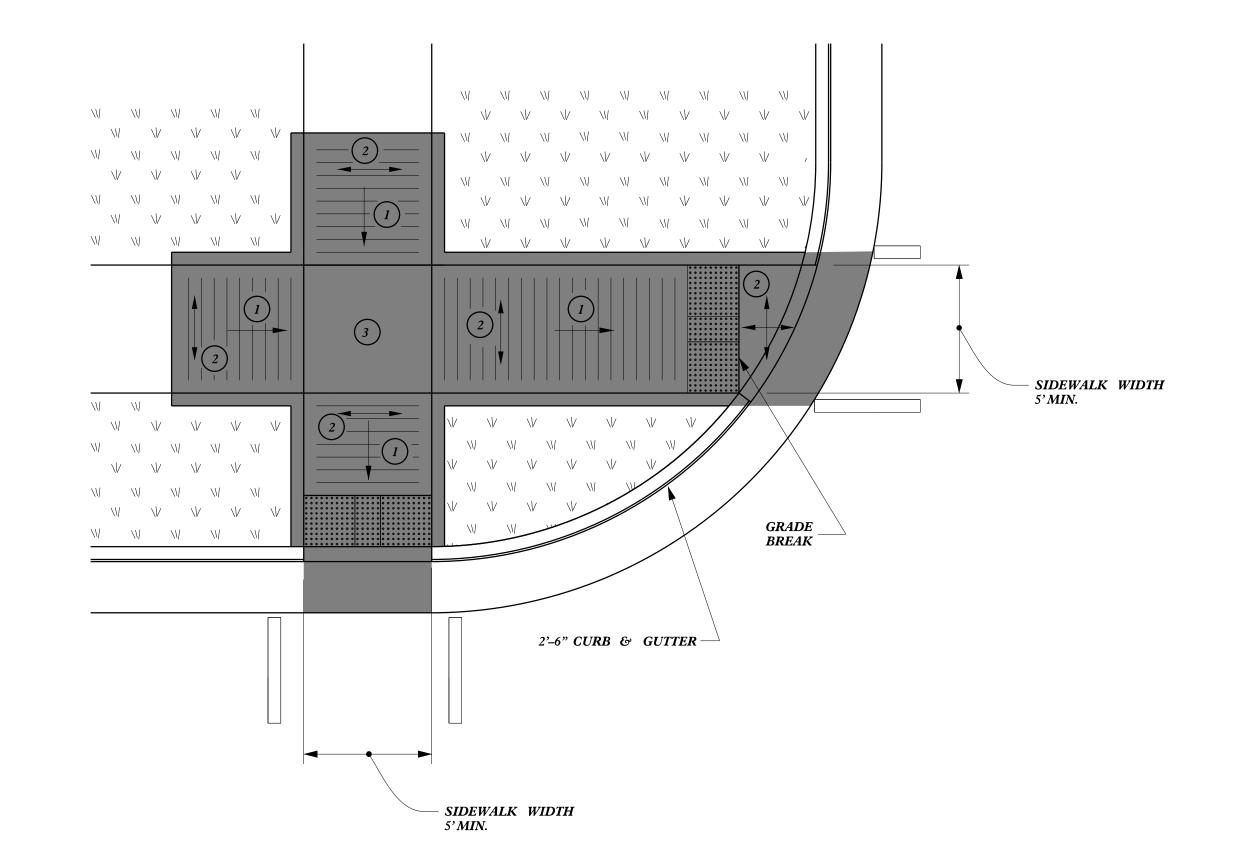
(1) 8.33% (12:1) MAX RAMP SLOPE (2) CROSS SLOPE: 2.00% 3 CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING
WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE
OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS.
SLOPE TO DRAIN TO CURB. (4) REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

2.4 CONNECTING COMMUNITY Concord Kannapolis Area Trans STOPS CITY OF CONCORD TRANSIT BUS RIDER DATE: 03/02/2023 DESIGNED BY: CHECKED BY: RAMEY KEMP ASSOCIATES 5808 FarIngdon Place Raleigh, North Carolina 27609 Phone: 919-872-5115 NC License No. F-1489

SHEET#







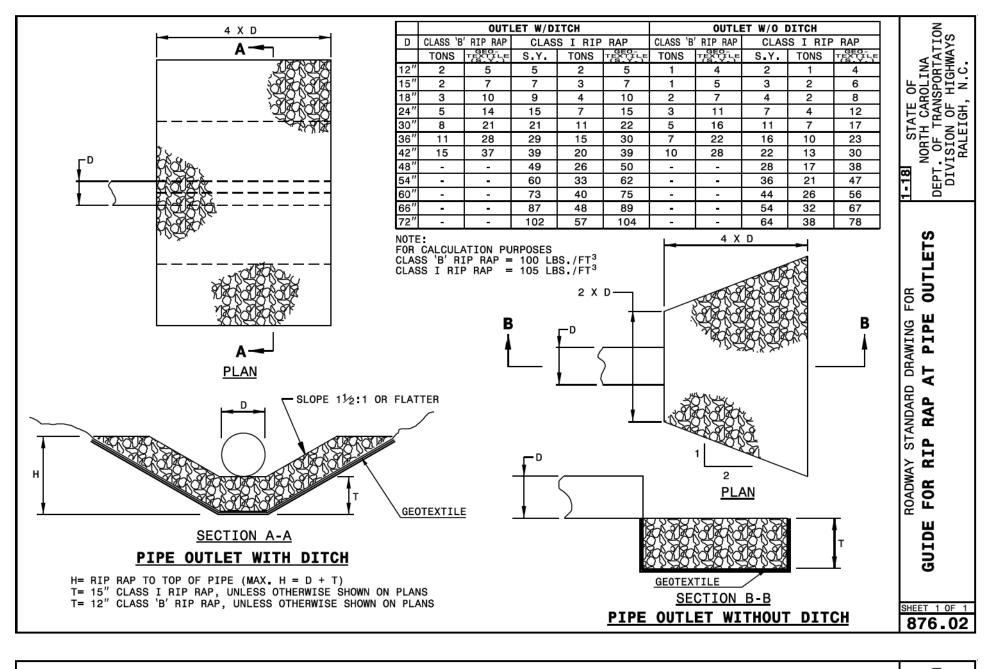
TYPE 5A

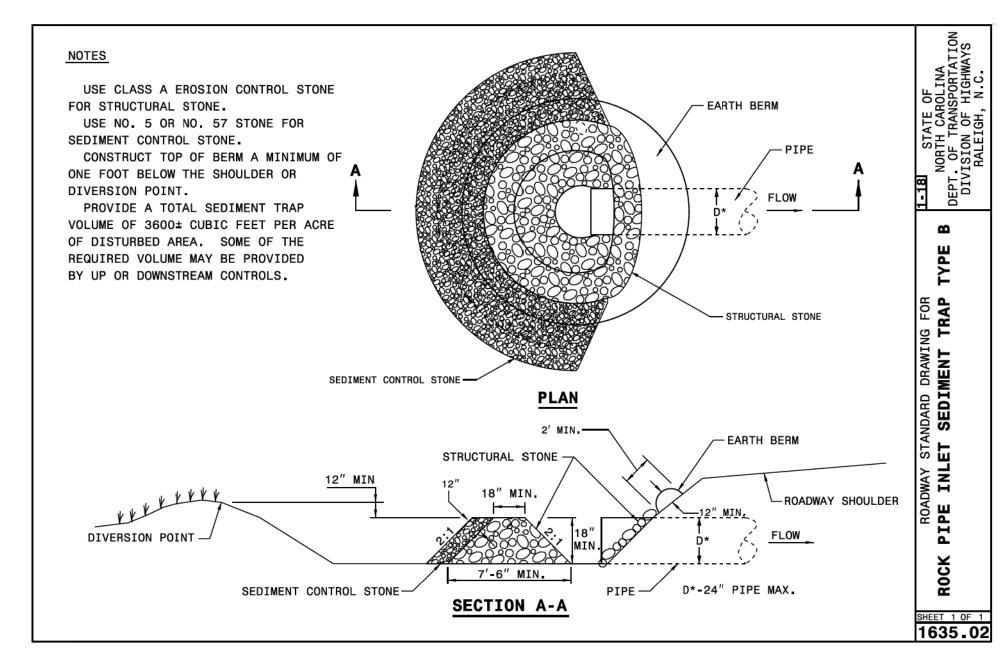
PAY LIMITS FOR 1 CURB RAMP

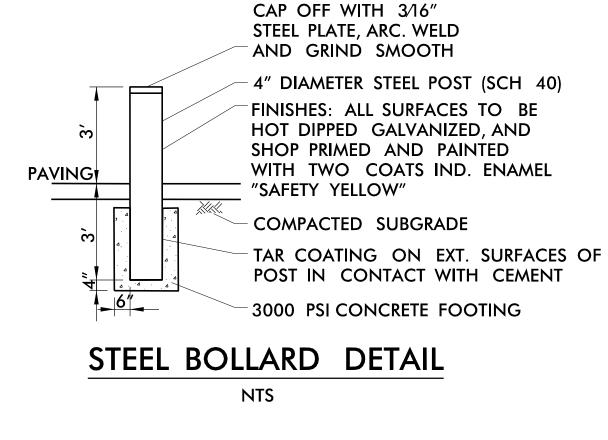
- (1) 8.33% (12:1) MAX RAMP SLOPE
- (2) CROSS SLOPE: 2.00%
- 3 CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- 4 REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

CONNECTING COMMUNITY Concord Kannapolis Area Trans STOPS CITY OF CONCORD TRANSIT BUS RIDER DATE: 03/02/2023 DESIGNED BY: CHECKED BY: RAMEY KEMP ASSOCIATES 5808 FarIngdon Place Raleigh, North Carolina 27609 Phone: 919-872-5115 NC License No. F-1489

SHEET#

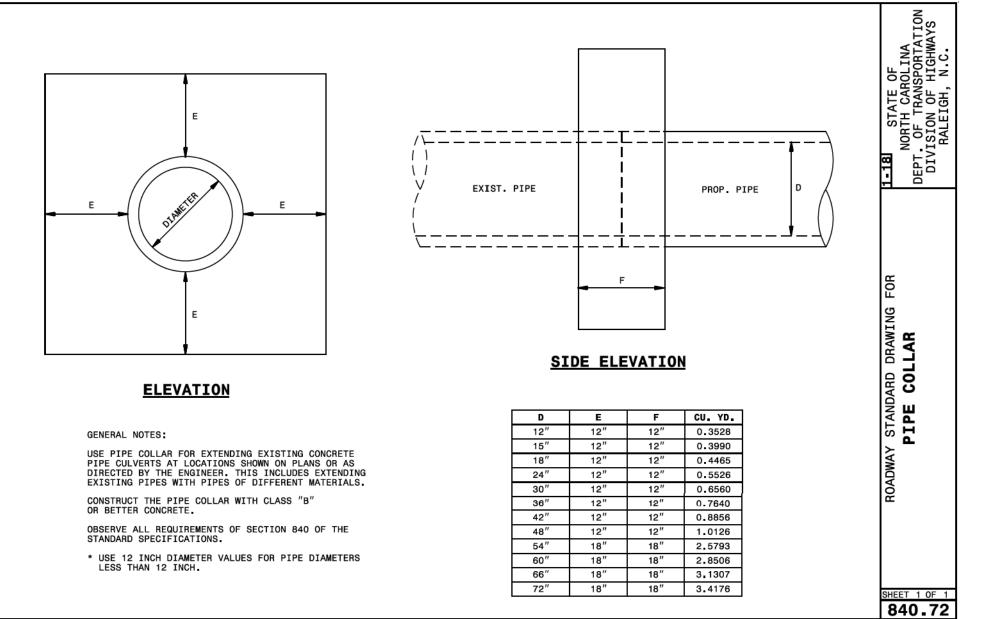






NOTES:

1. ENSURE 1' CLEAR SPACE BETWEEN EDGE OF BOLLARD AND ANY PROPOSED AMENITY.



1/4" WIRE MESH-

USE NO. 5 OR NO. 57 STONE FOR SEDIMENT CONTROL STONE.

USE 24 GAUGE MINIMUM WIRE MESH HARDWARE CLOTH WITH

ATTACH HARDWARE CLOTH TO

INSTALL WIRE MESH UNDER

SEDIMENT CONTROL STONE.
USE 5' STEEL POST, INSTALLED
2' DEEP MINIMUM, AND

OF THE SELF-FASTENER

SPACE POST A MAXIMUM

14 INCH MESH OPENINGS.
PLACE TOP OF WIRE MESH
A MINIMUM OF ONE FOOT BELOW
THE SHOULDER OR ANY

DIVERSION POINT.

ATTACHMENT DEVICE.

ANGLE STEEL TYPE.

AVERAGE BOX
DIMENSION VARIABLE POSTS WITH PLASTIC TIES, WIRE
FASTENERS, OR OTHER APPROVED

-¼" WIRE MESH

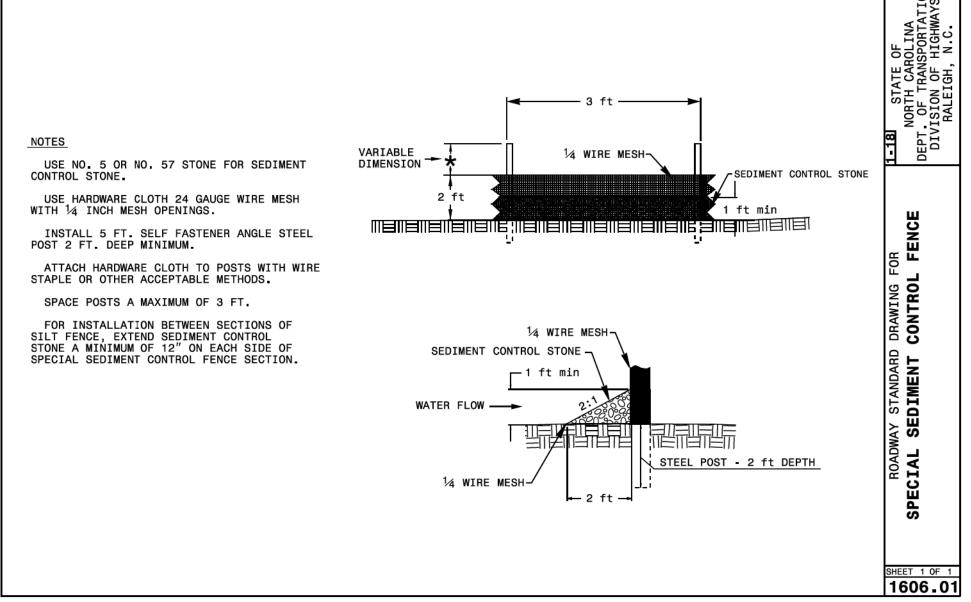
SECTION A-A

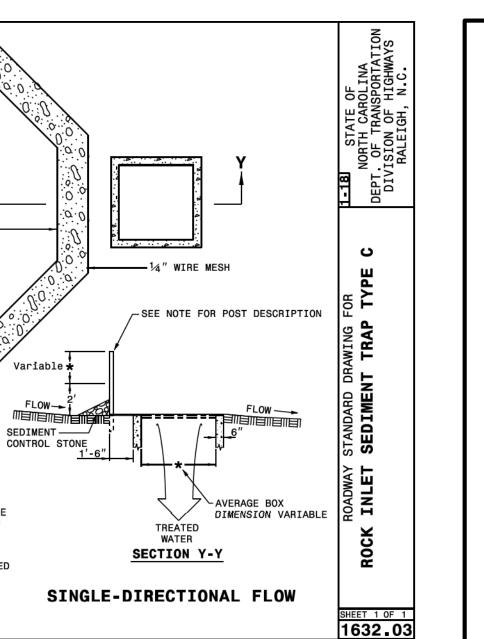
MULTI-DIRECTIONAL FLOW

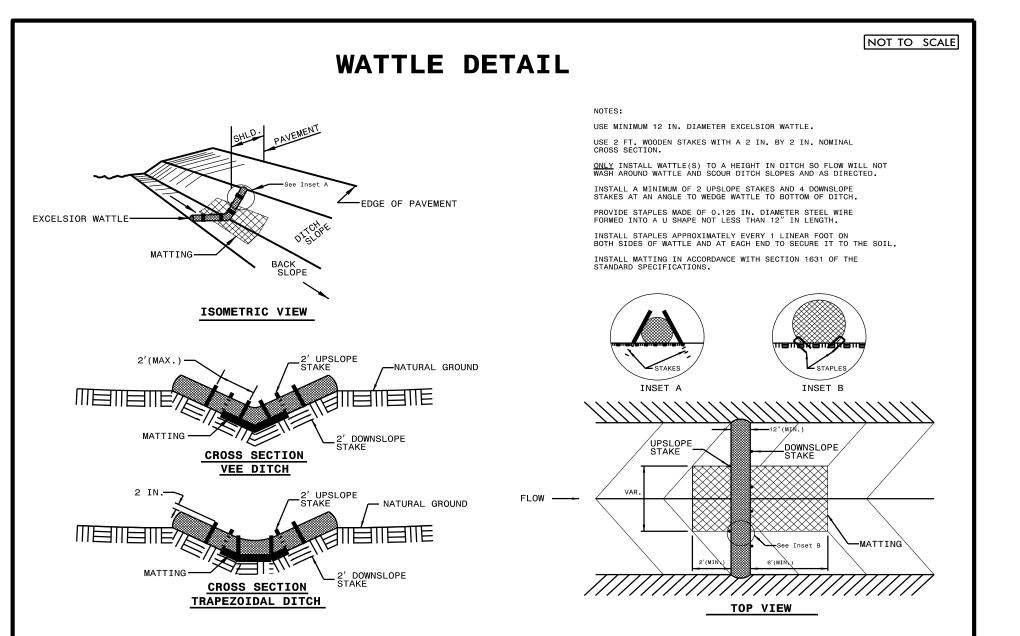
MAXIMUM POST SPACING 4 FT.

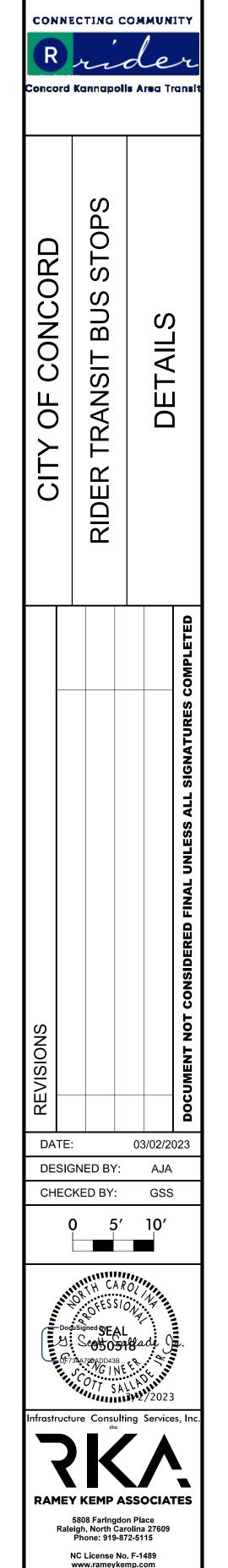
Variable★

SEDIMENT ----

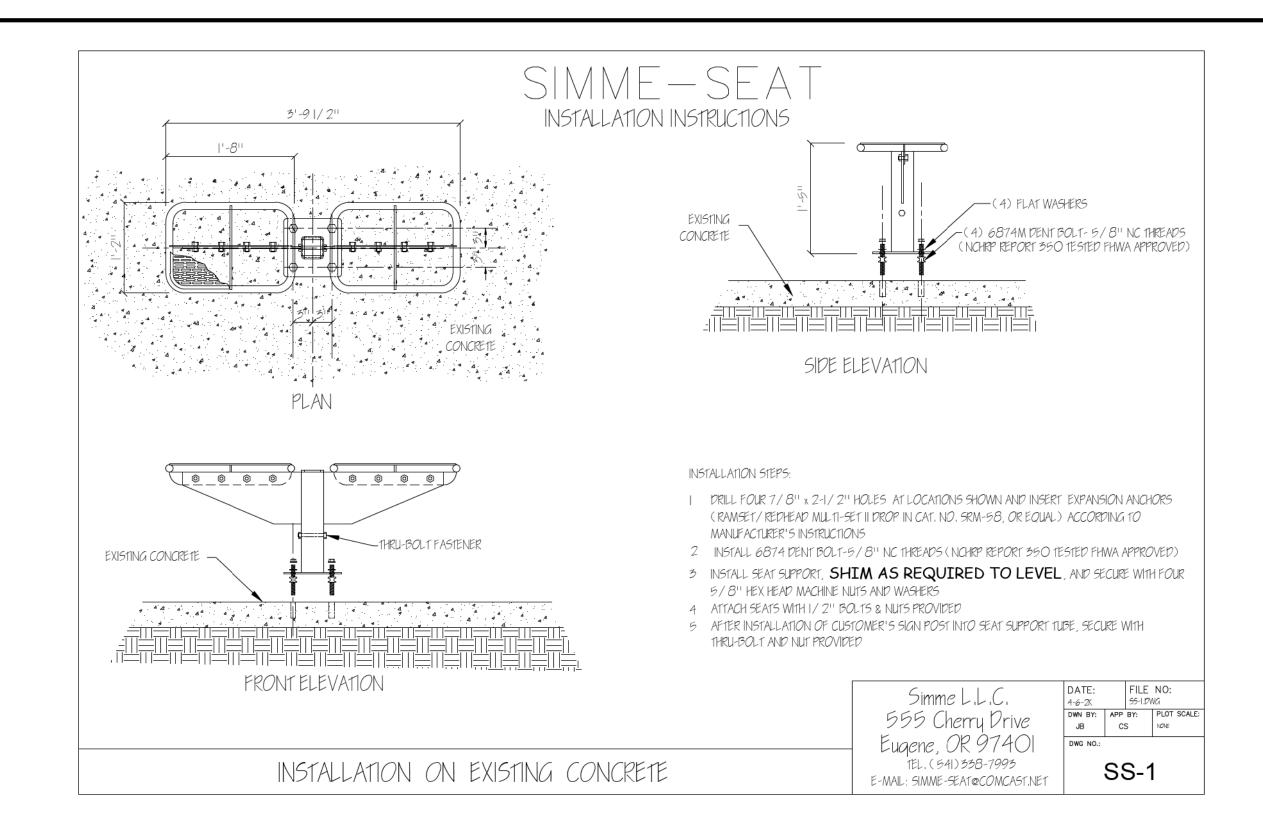


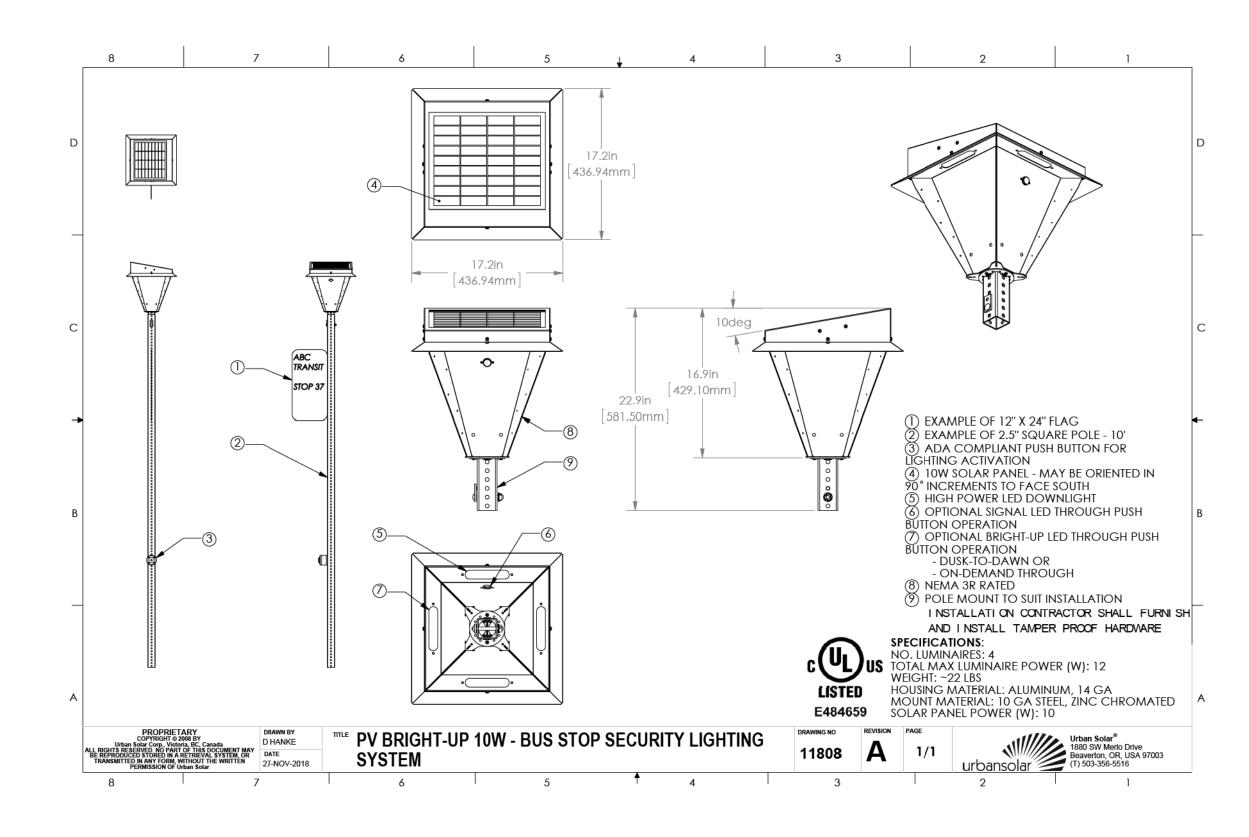


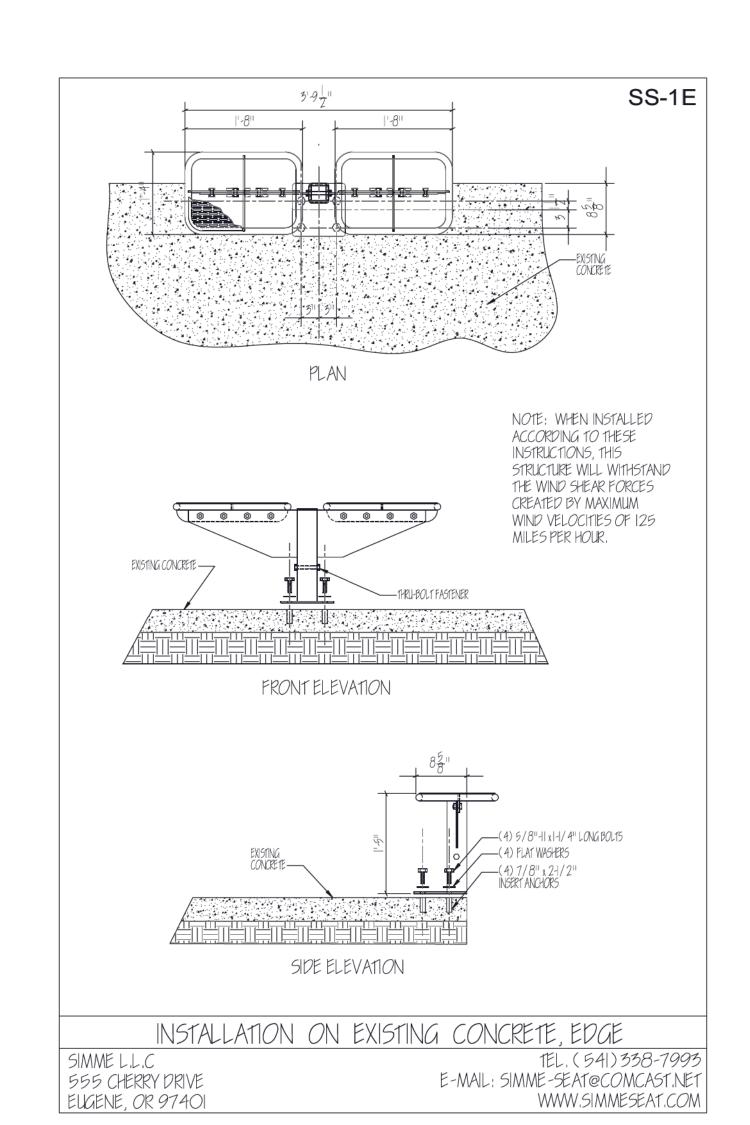


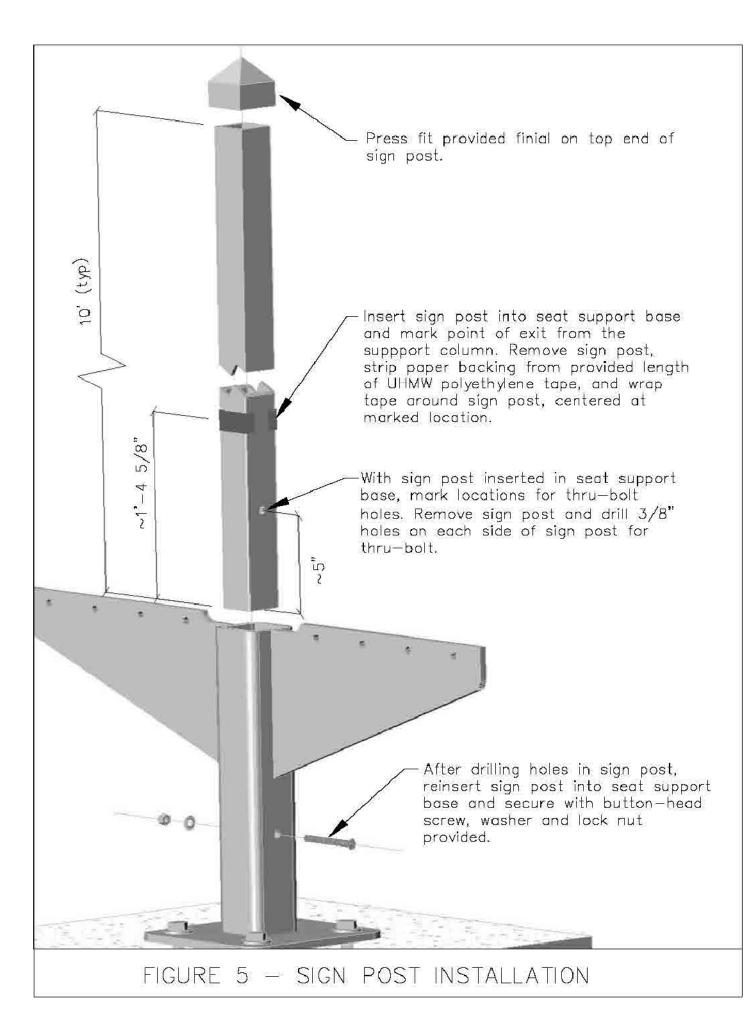


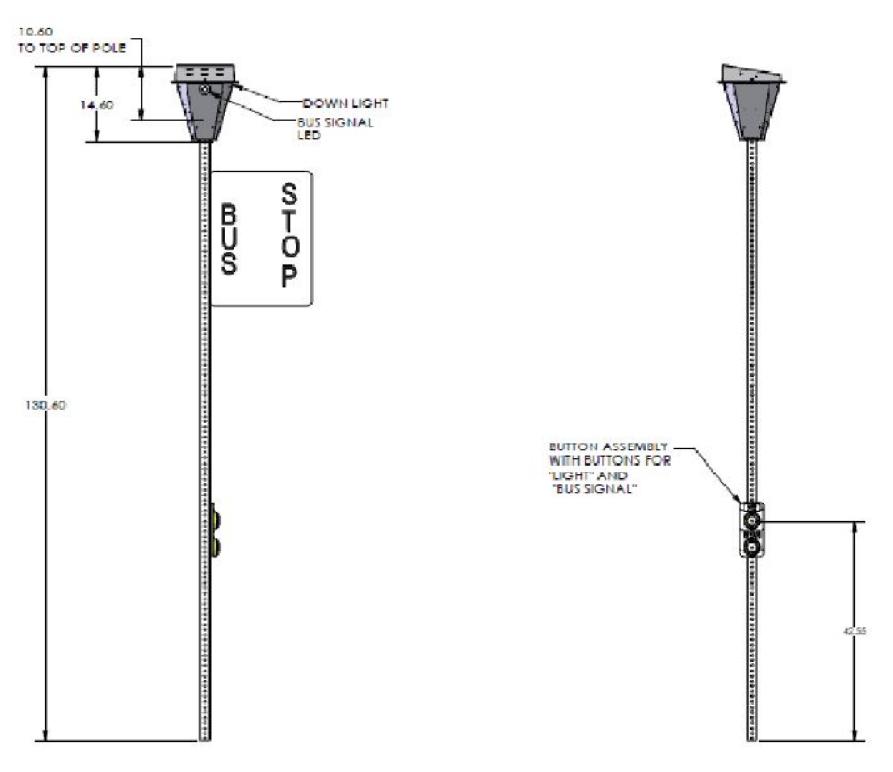
SHEET#

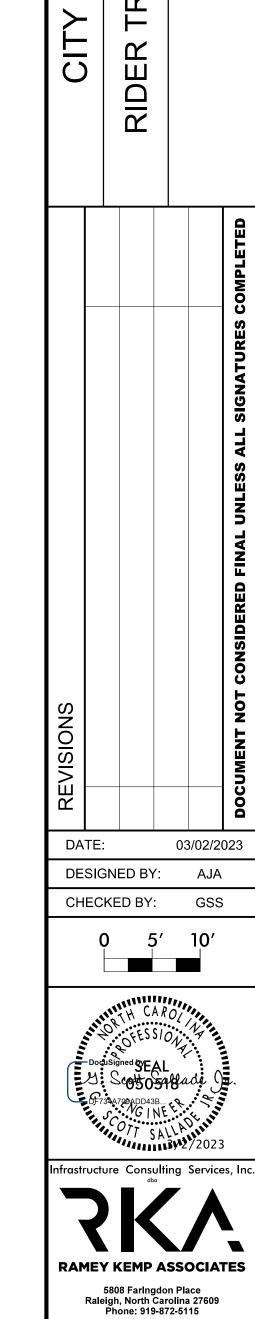












SHEET#

CONNECTING COMMUNITY

Concord Kannapolis Area Trans

STOP

BUS

**TRANSIT** 

CONCORD

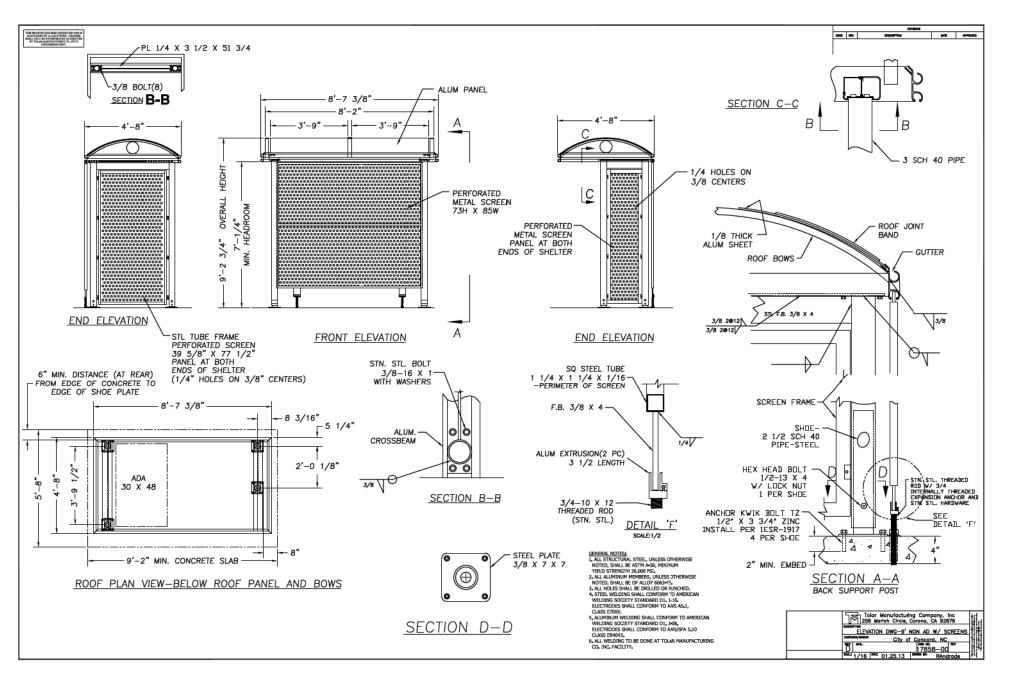
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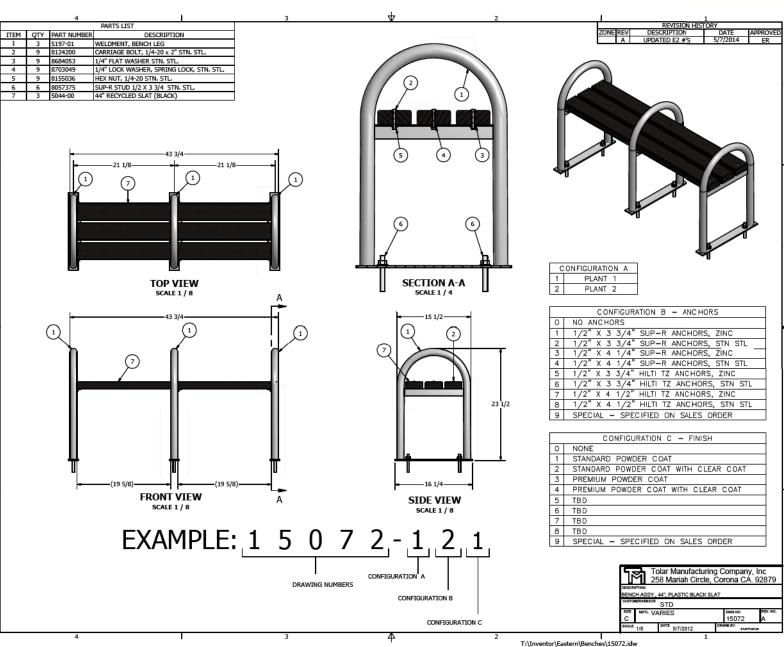
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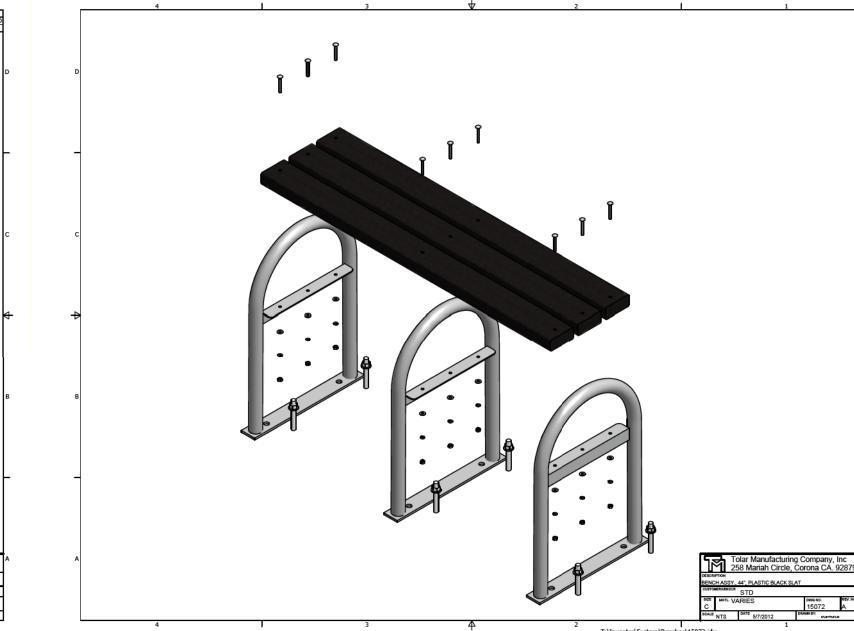
NC License No. F-1489

## **NOTES:**

- 1. ALL SHELTERS, BENCHES, AND TRASH CANS ARE TO BE PURCHASED BY OWNER AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
  SEE GENERAL NOTES ON SHEET 2.1.
- 2. INSTALL SHELTER COLUMNS BASE A MINIMUM OF 6" FROM EDGE OF CONCRETE SHELTER PAD. (TYPICAL UNLESS OTHERWISE SHOWN)
- B. FOR SITES WHERE SHELTERS ARE INSTALLED IN THE FUTURE, EXISTING SIMME—SEAT IS TO BE REMOVED AND REPLACED WITH STANDARD SHELTER BENCH.

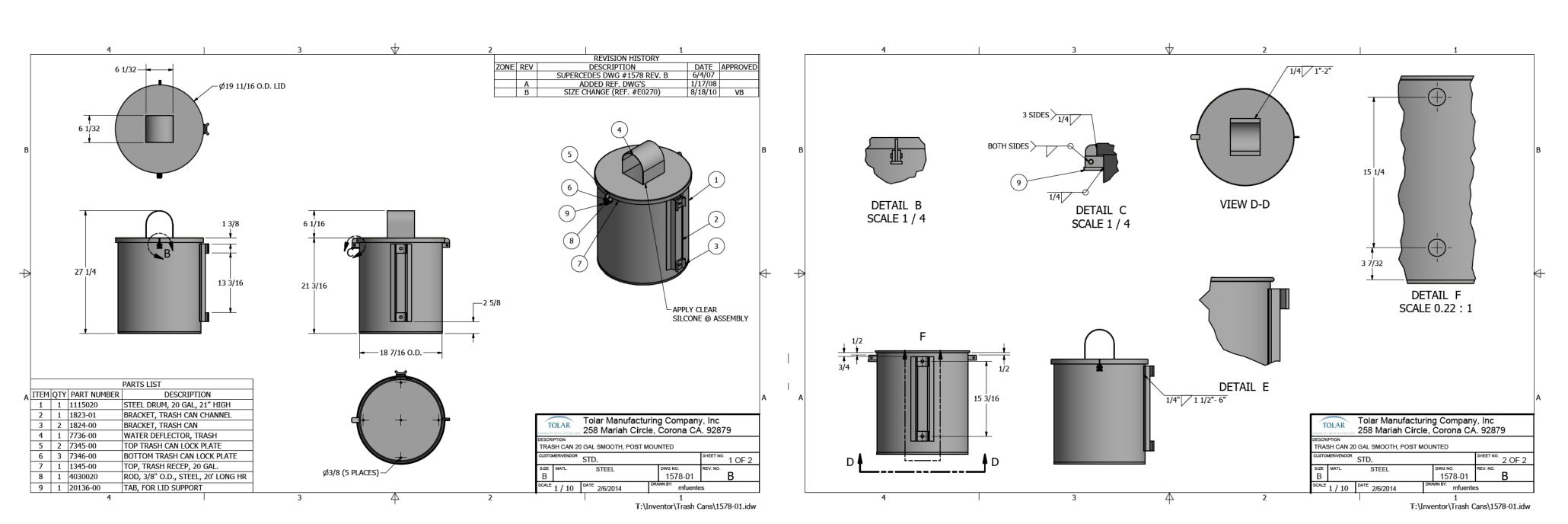






TYPICAL SHELTER

TYPICAL SHELTER BENCH



TYPICAL SHELTER MOUNTED TRASH CAN

2.8

R Concord Kannapolis Area Transi

CITY OF CONCORD
RIDER TRANSIT BUS STOPS

DATE: 03/02/2023

DESIGNED BY: AJA

CHECKED BY: GSS

CHECKED BY: GSS

Dodusigned SEAL

Scott Osablade Os.

67-73-4708ADD438...

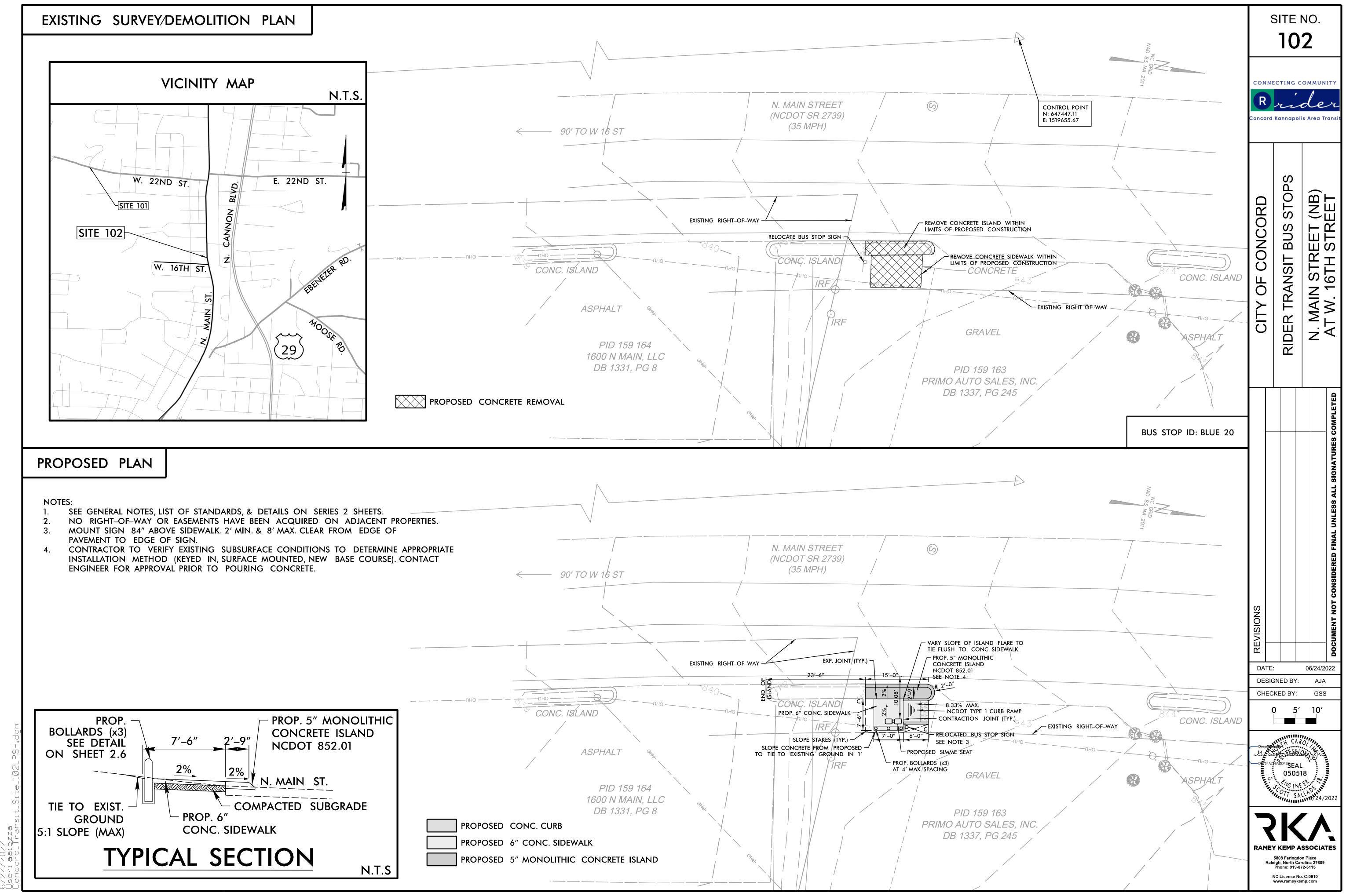
CO77 SALLA

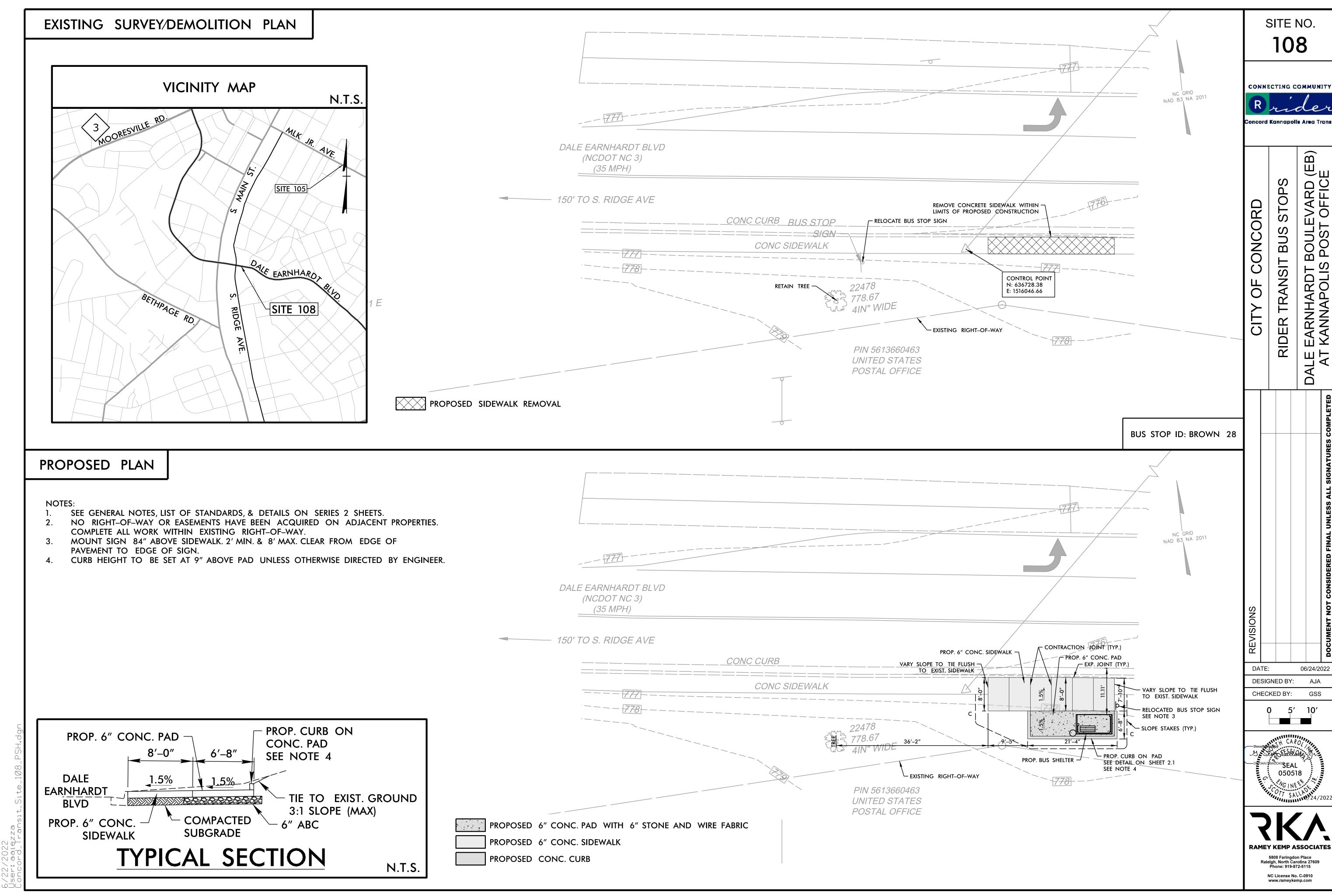
RAMEY KEMP ASSOCIATES

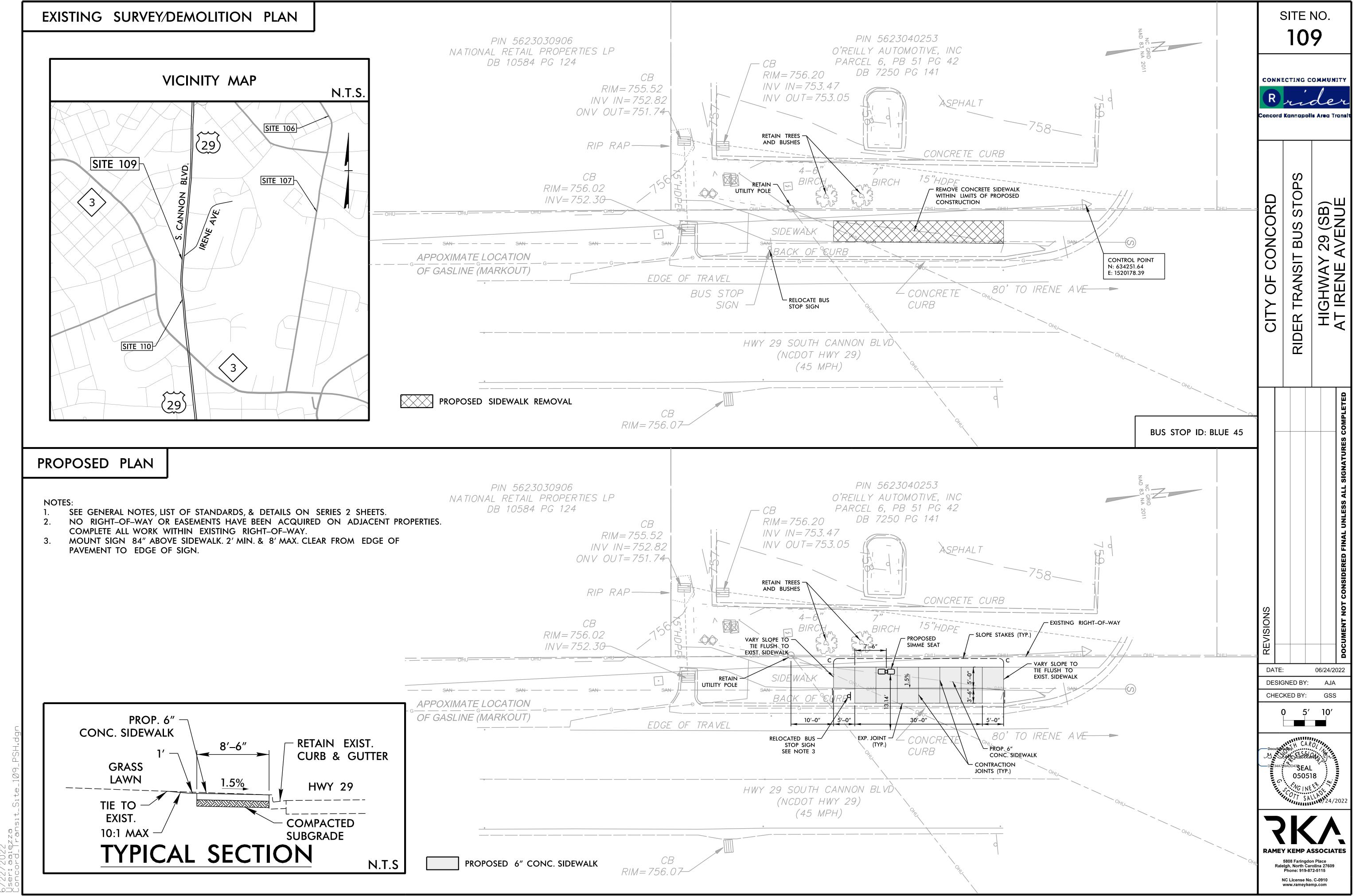
5808 FarIngdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115

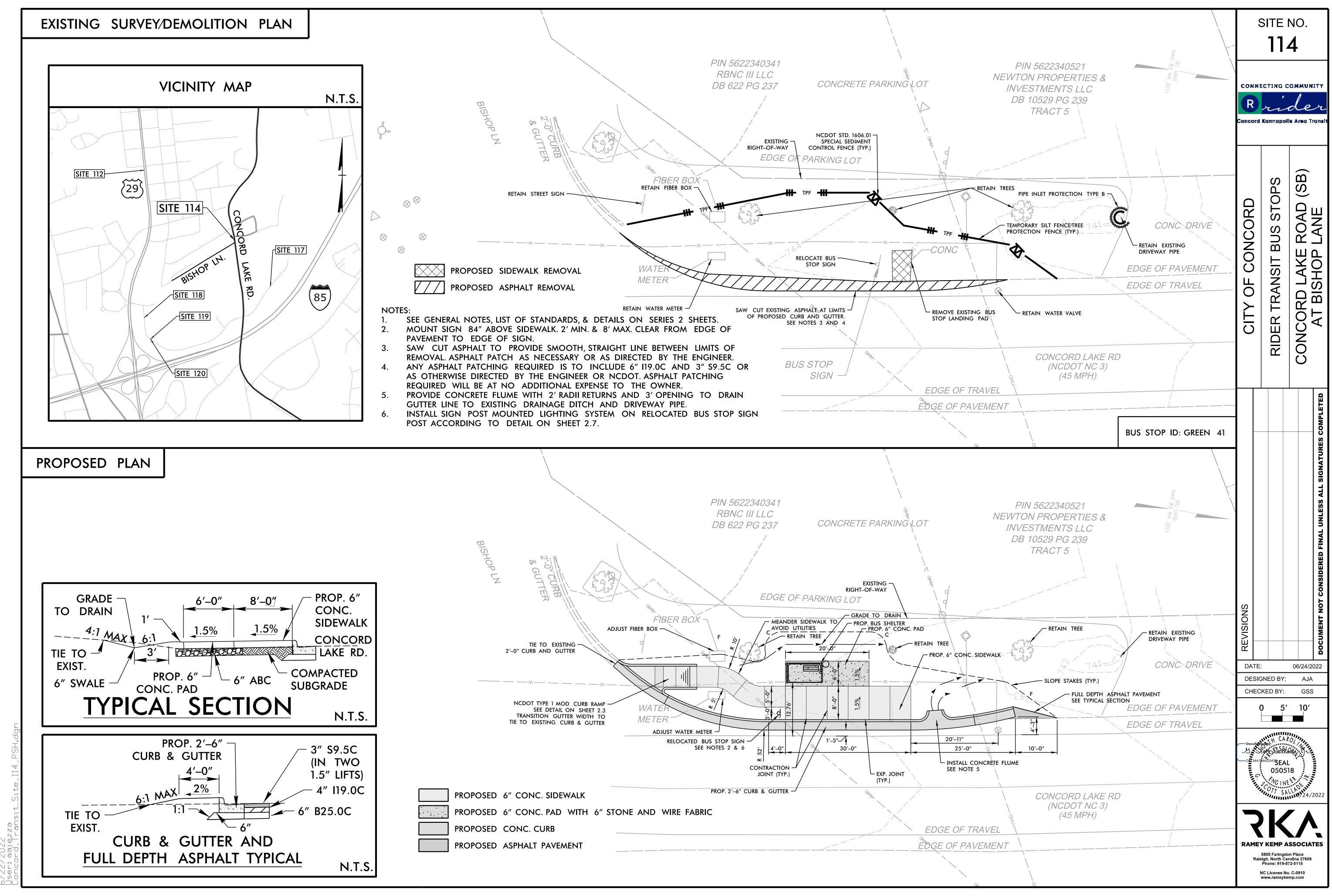
NC License No. F-1489

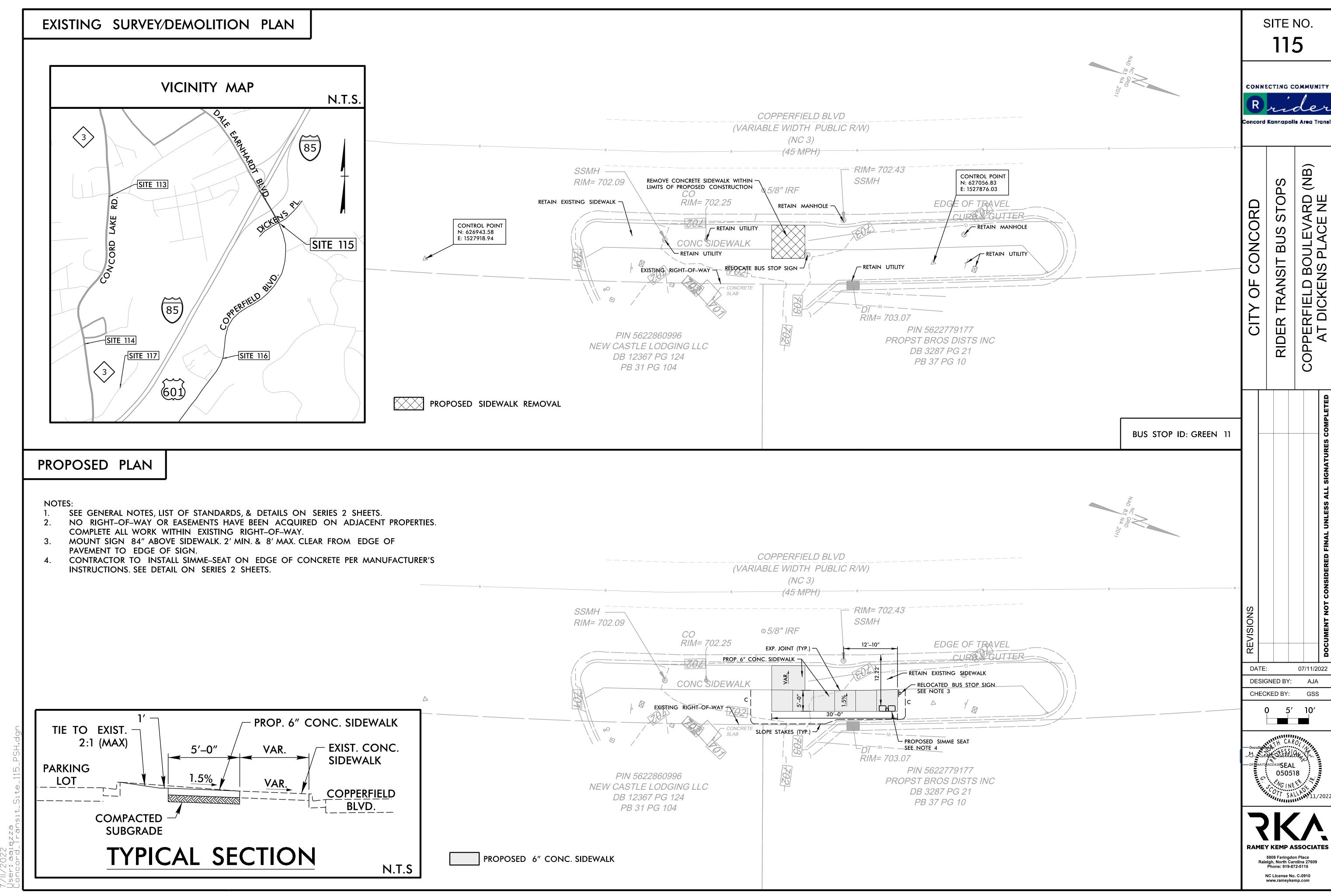
frastructure Consulting Services, In

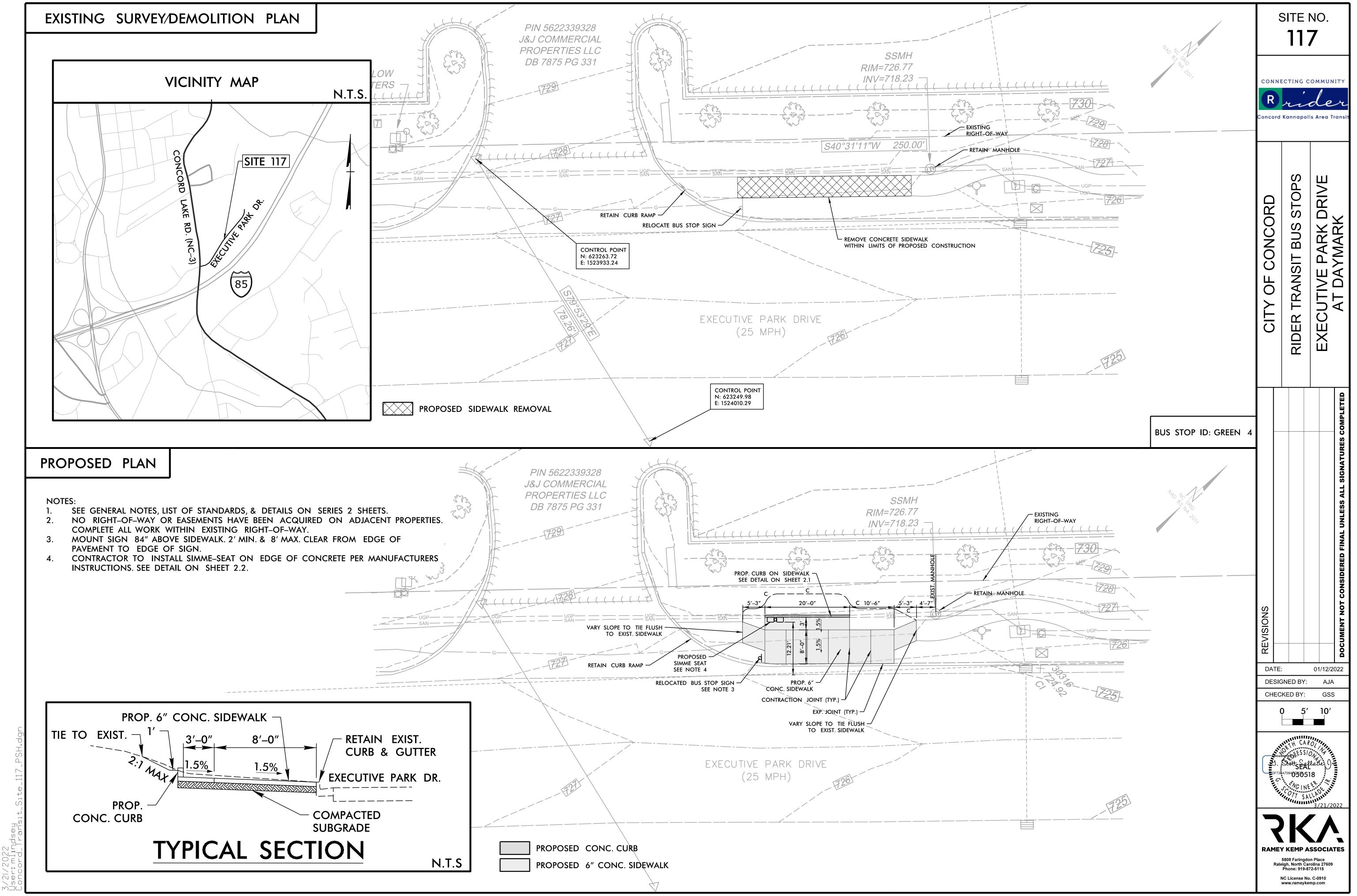


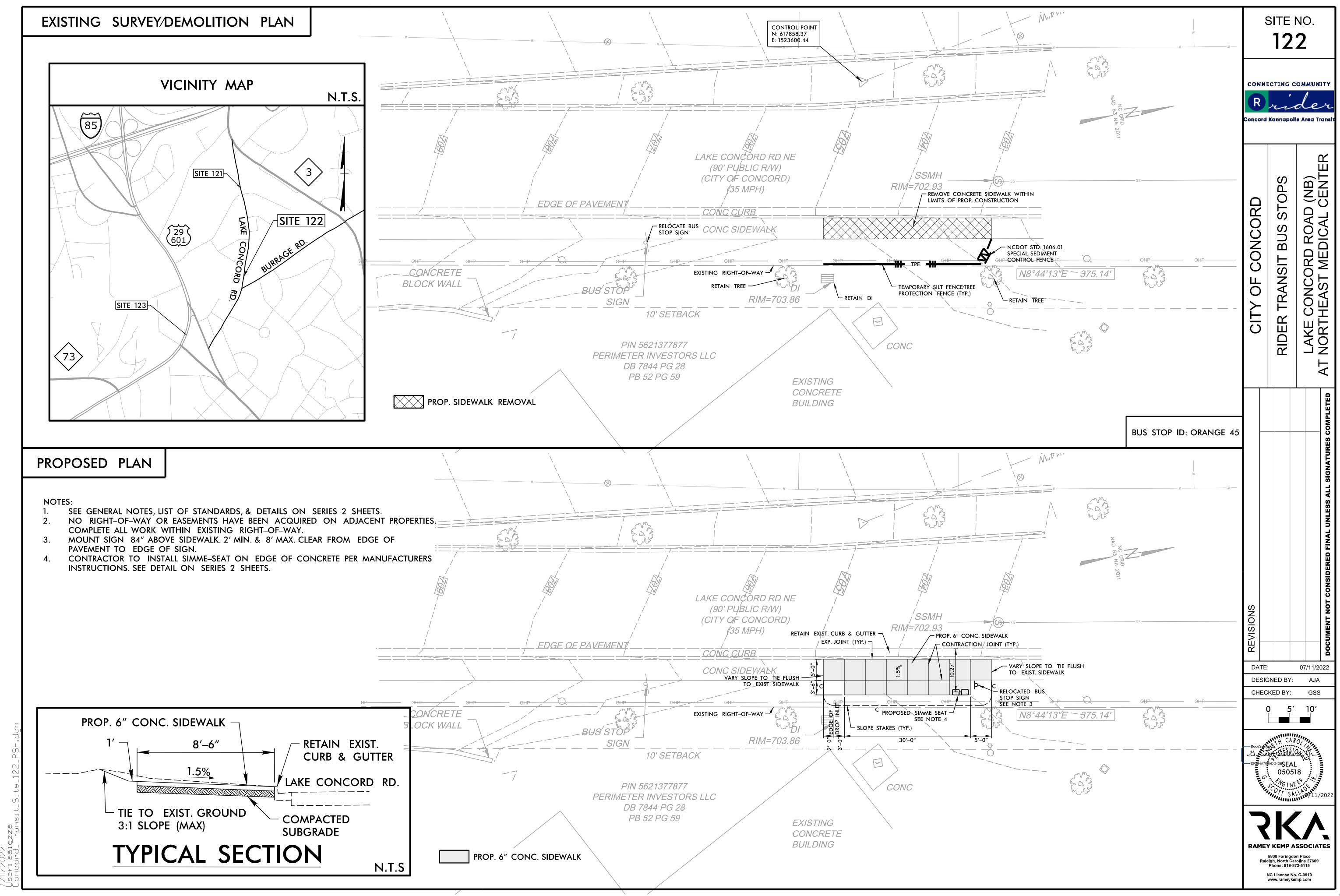


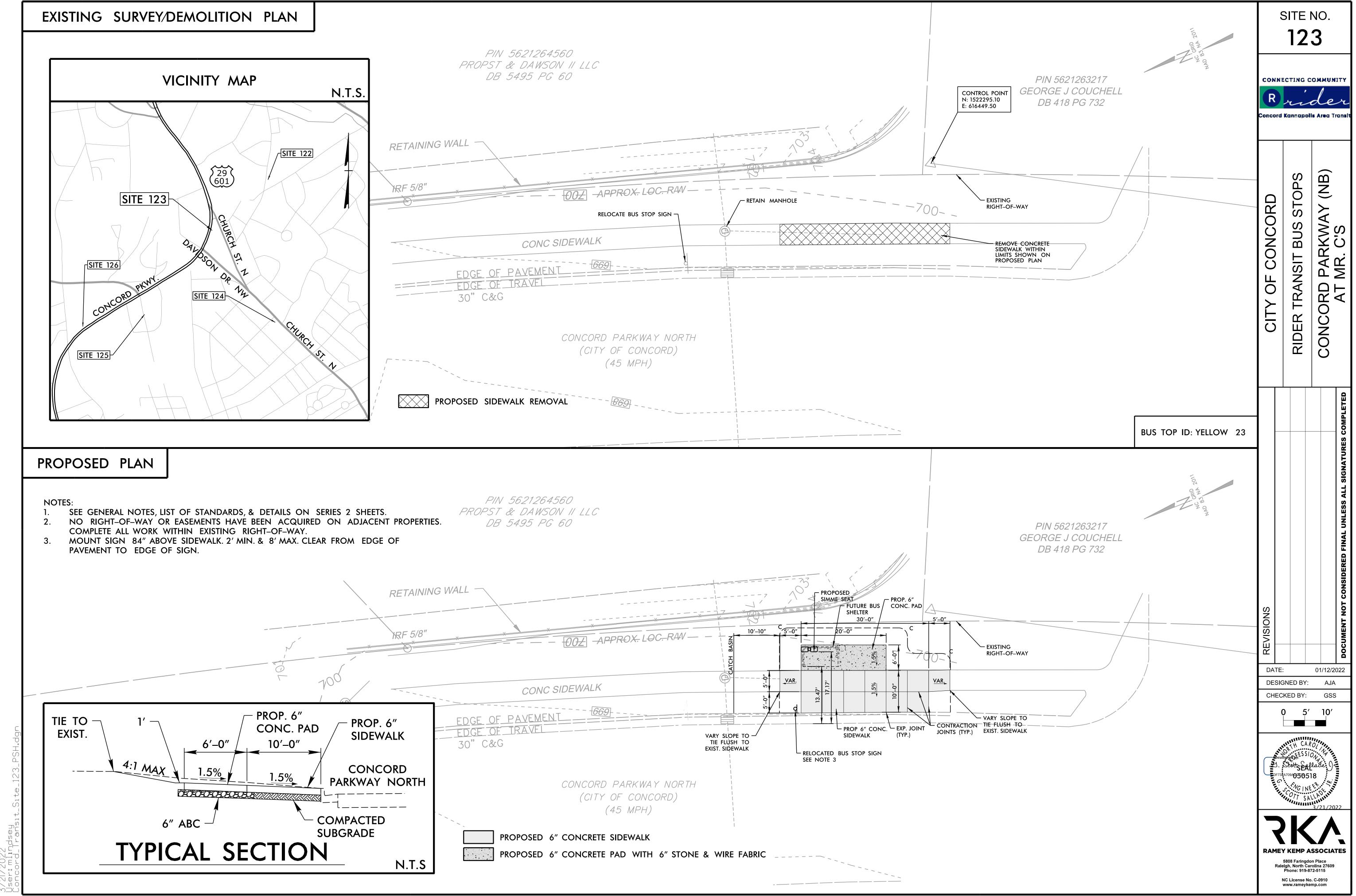


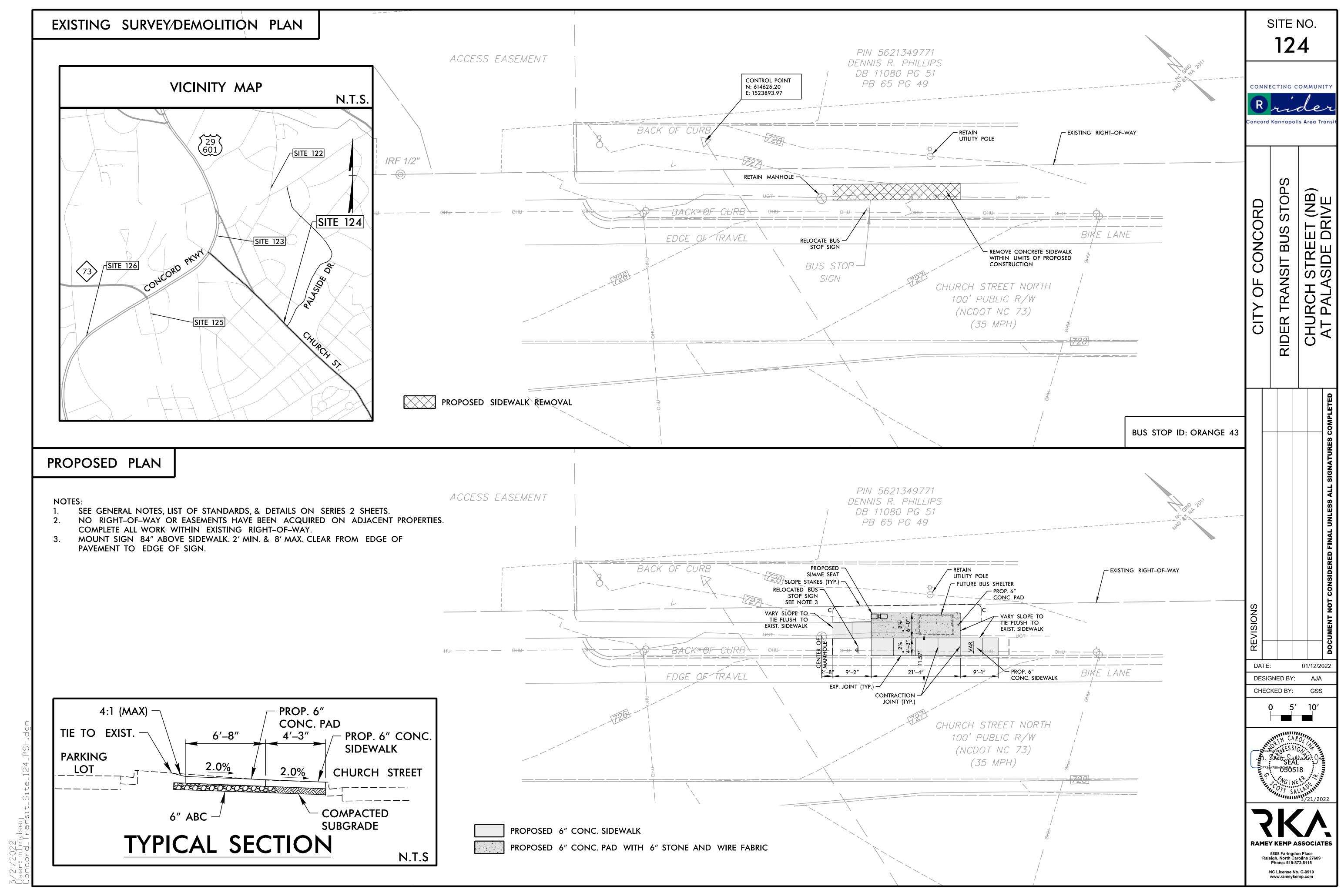


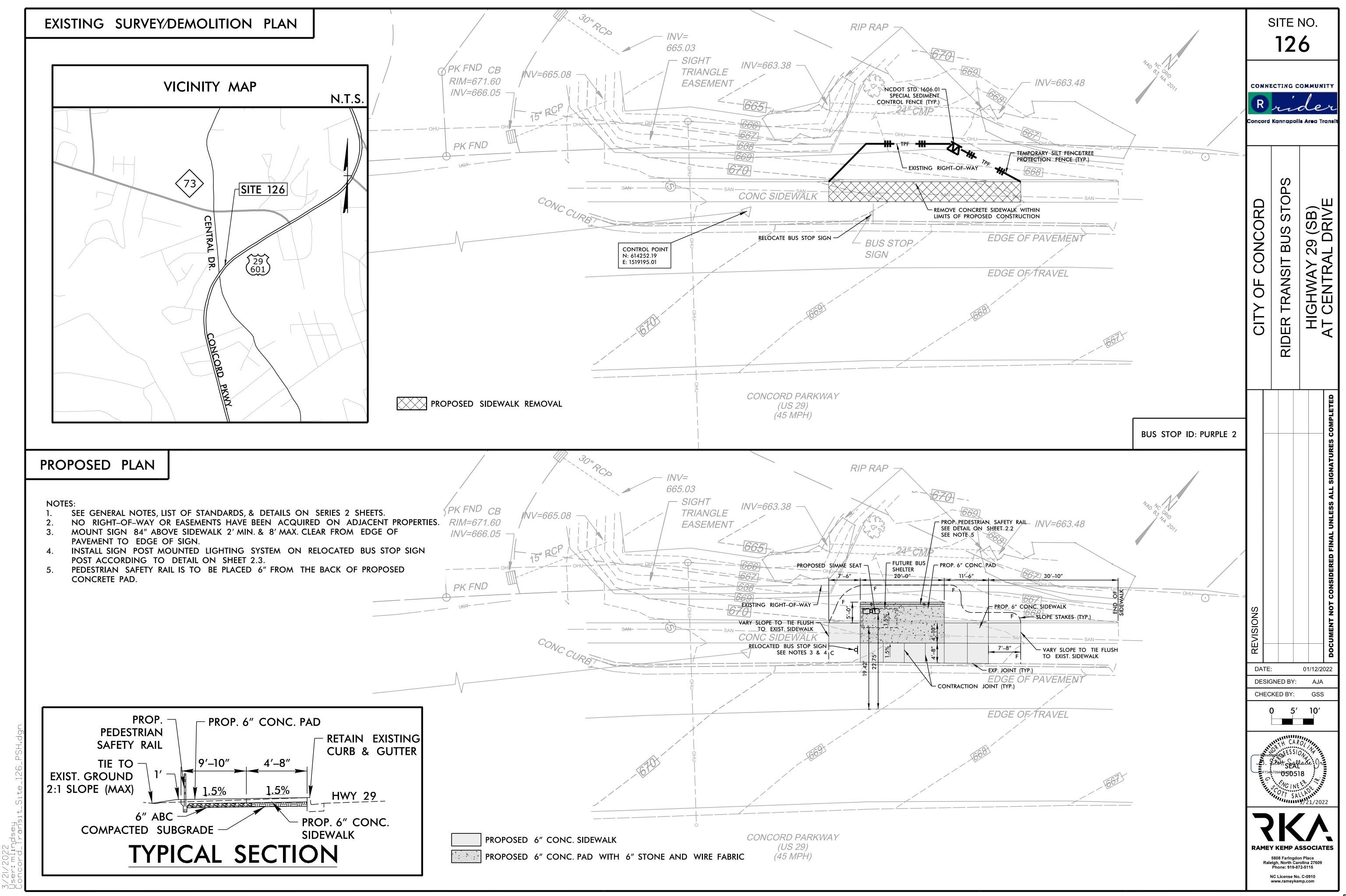


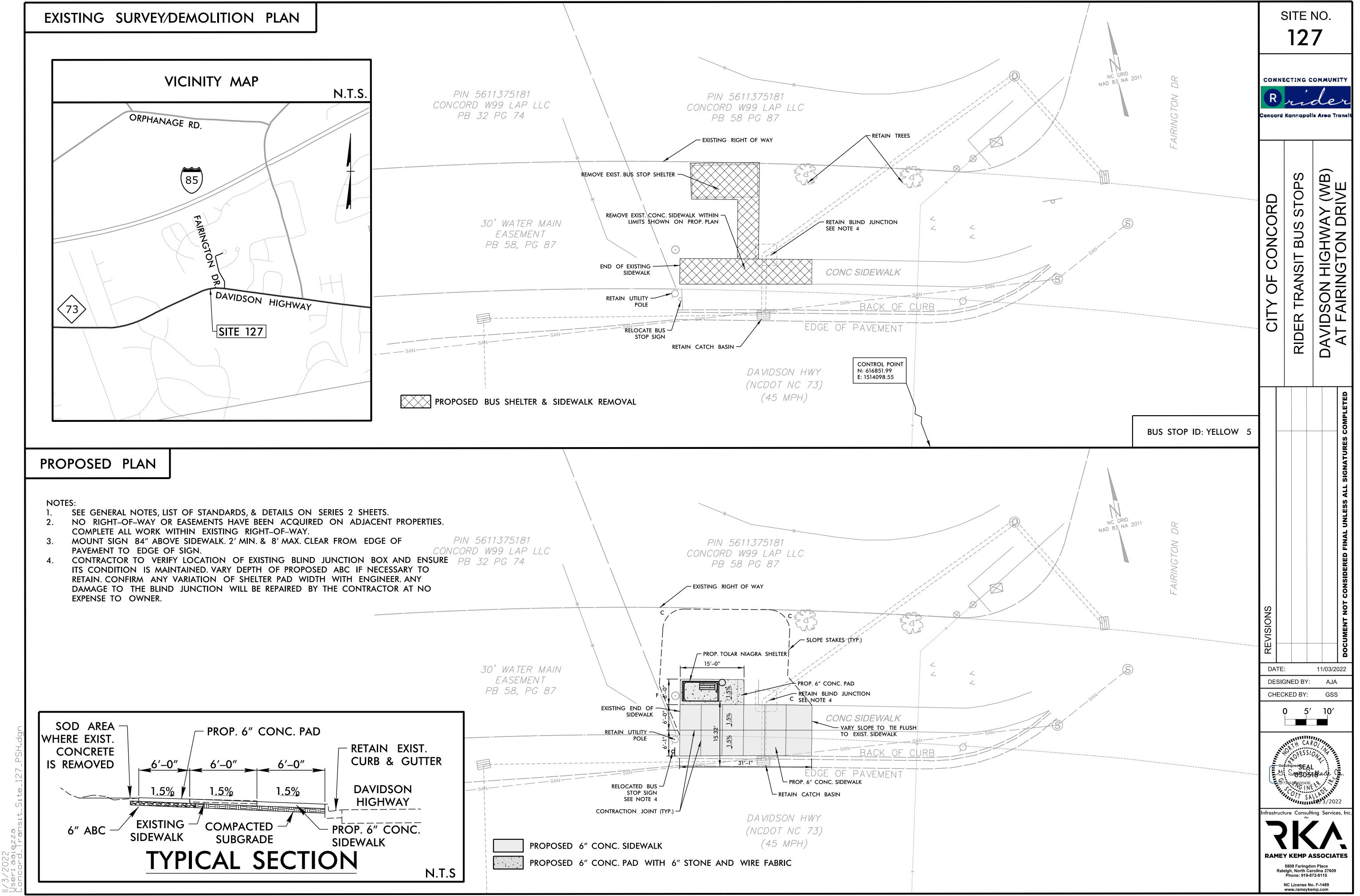


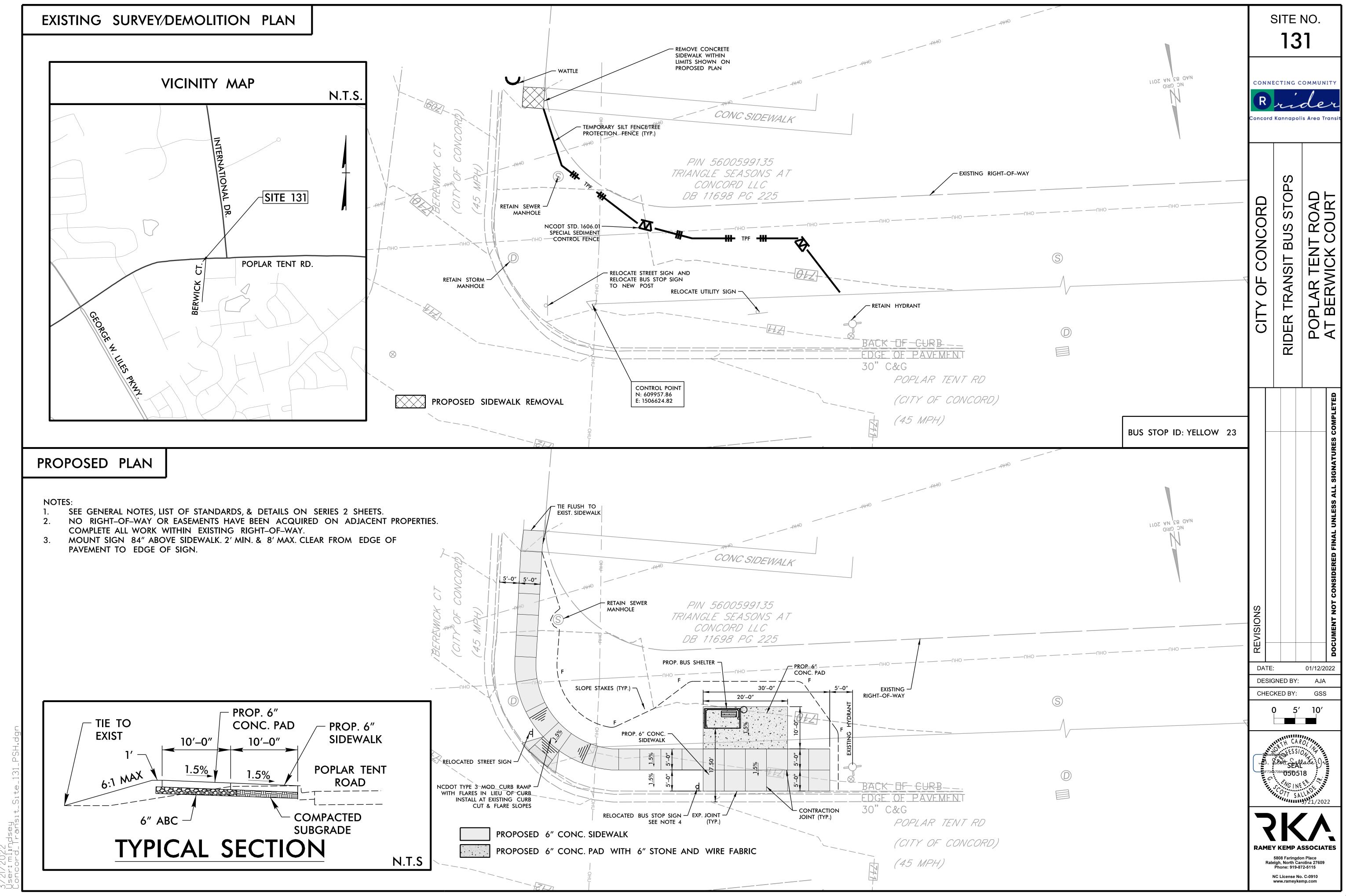


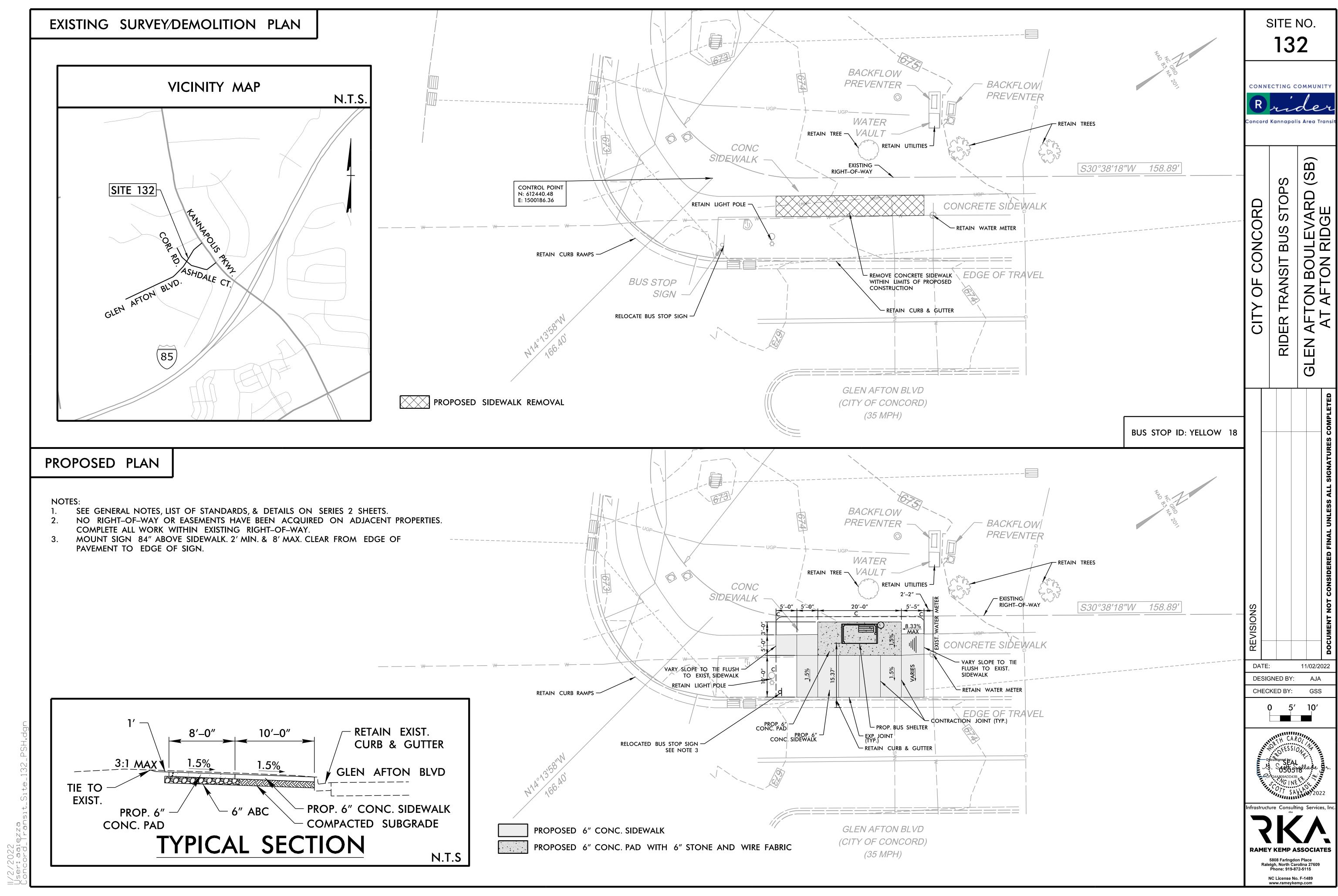


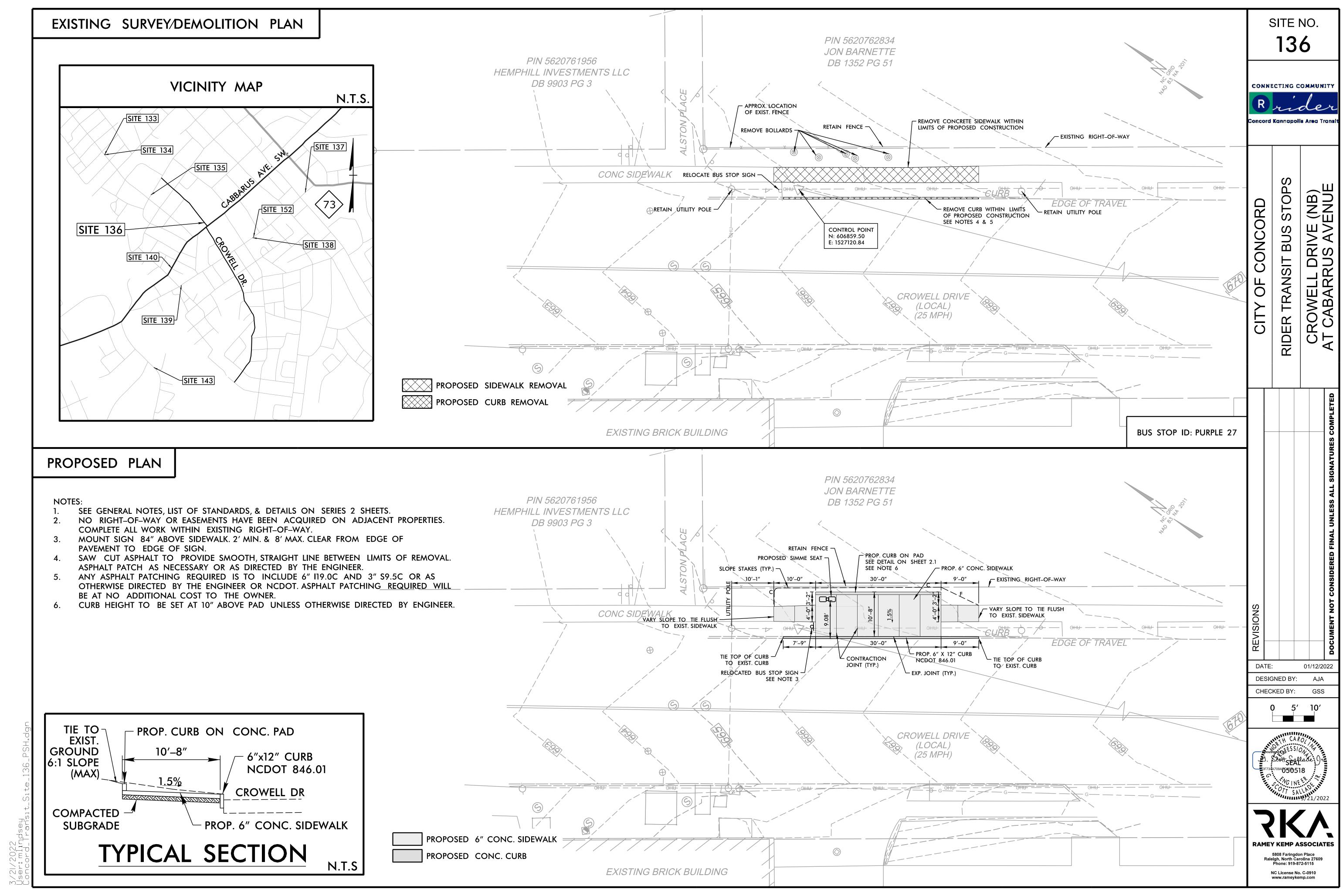


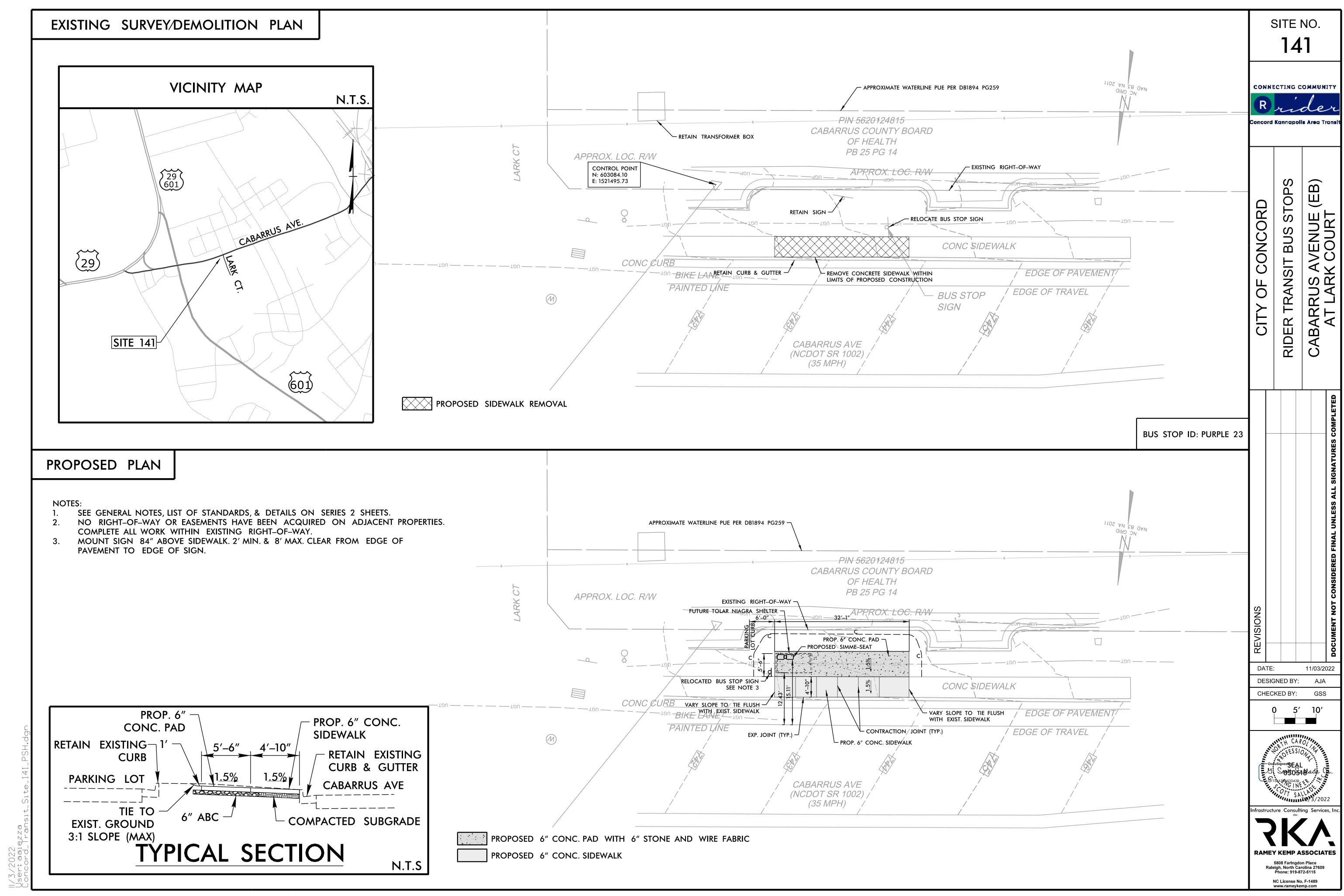


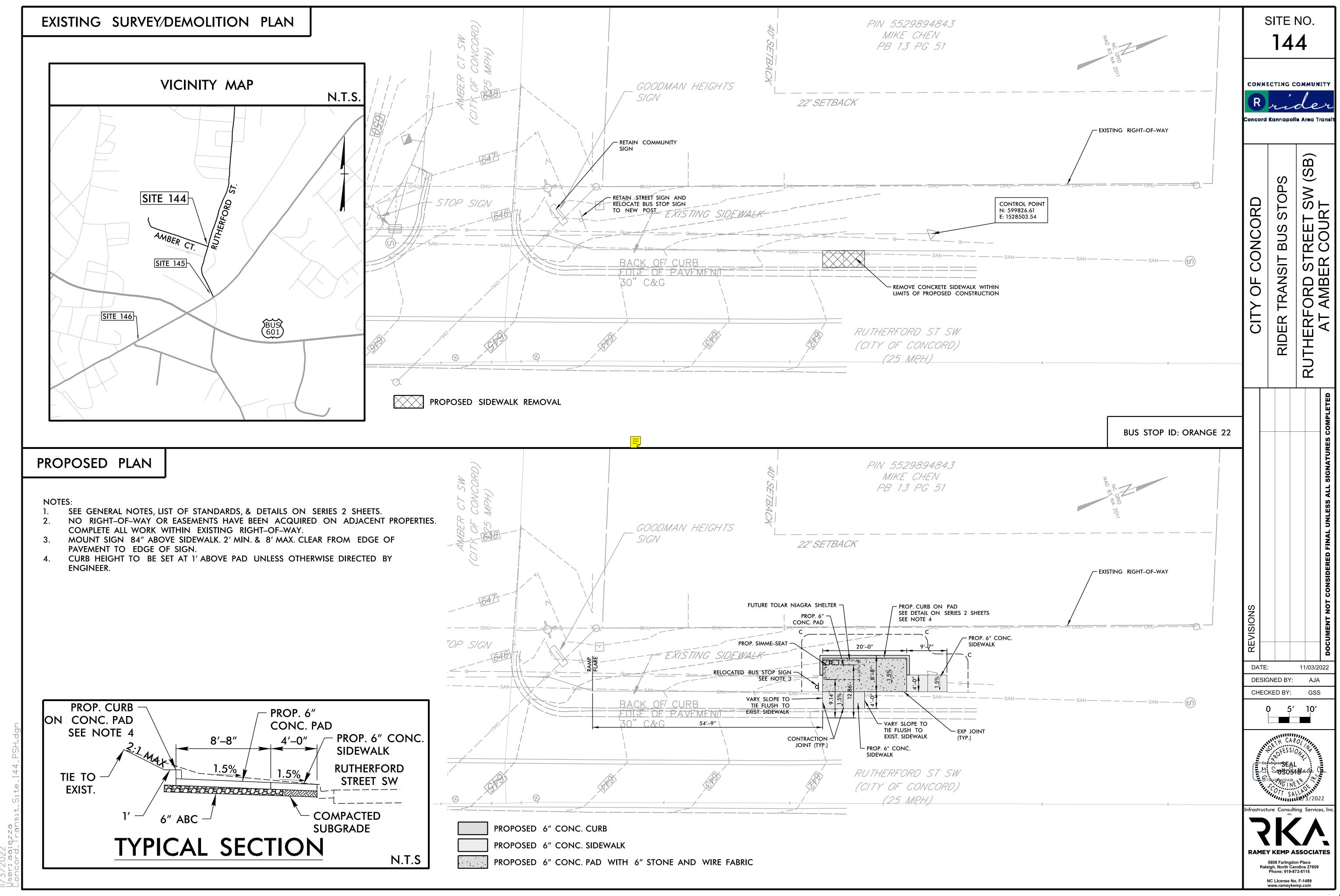


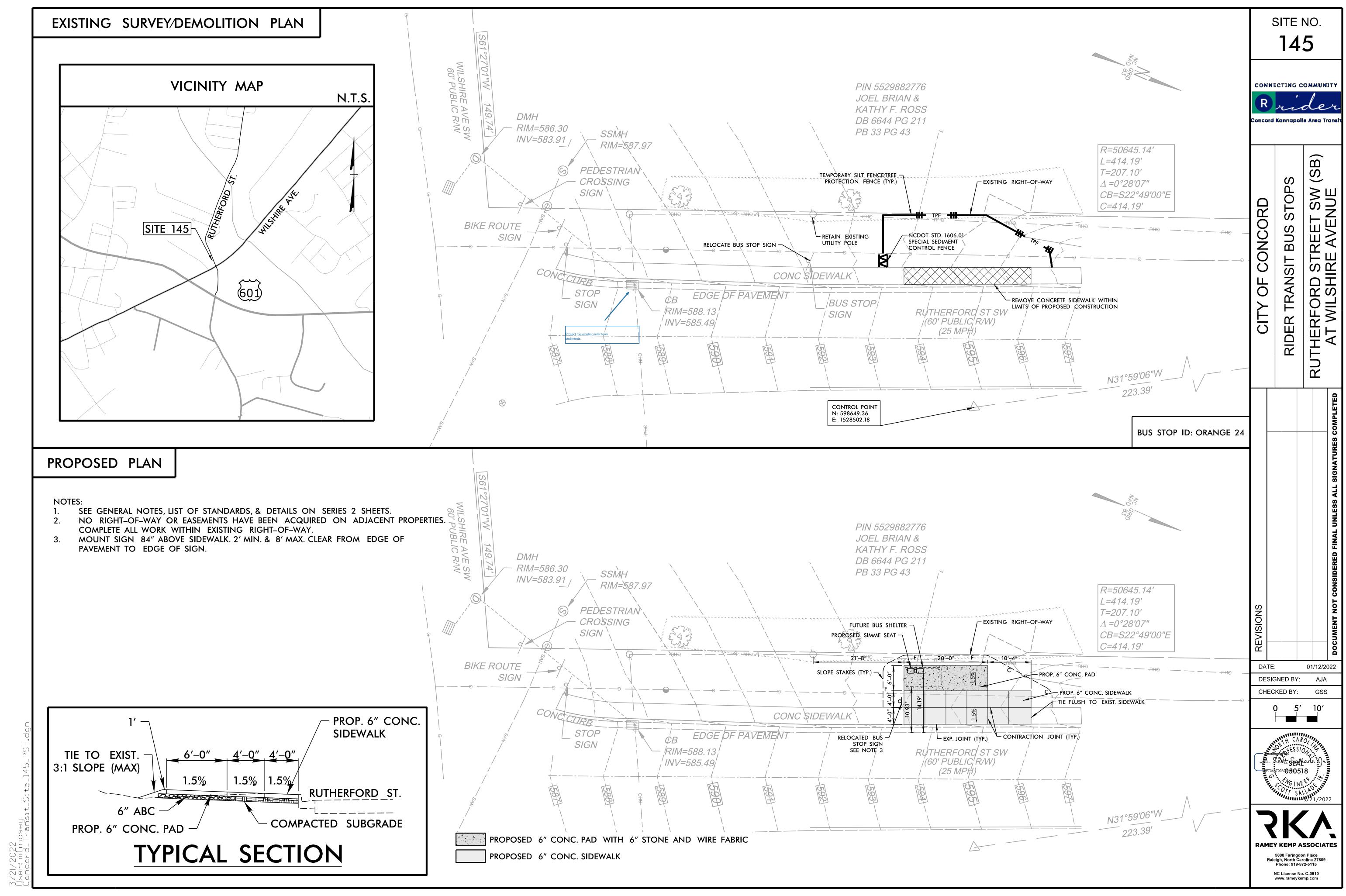


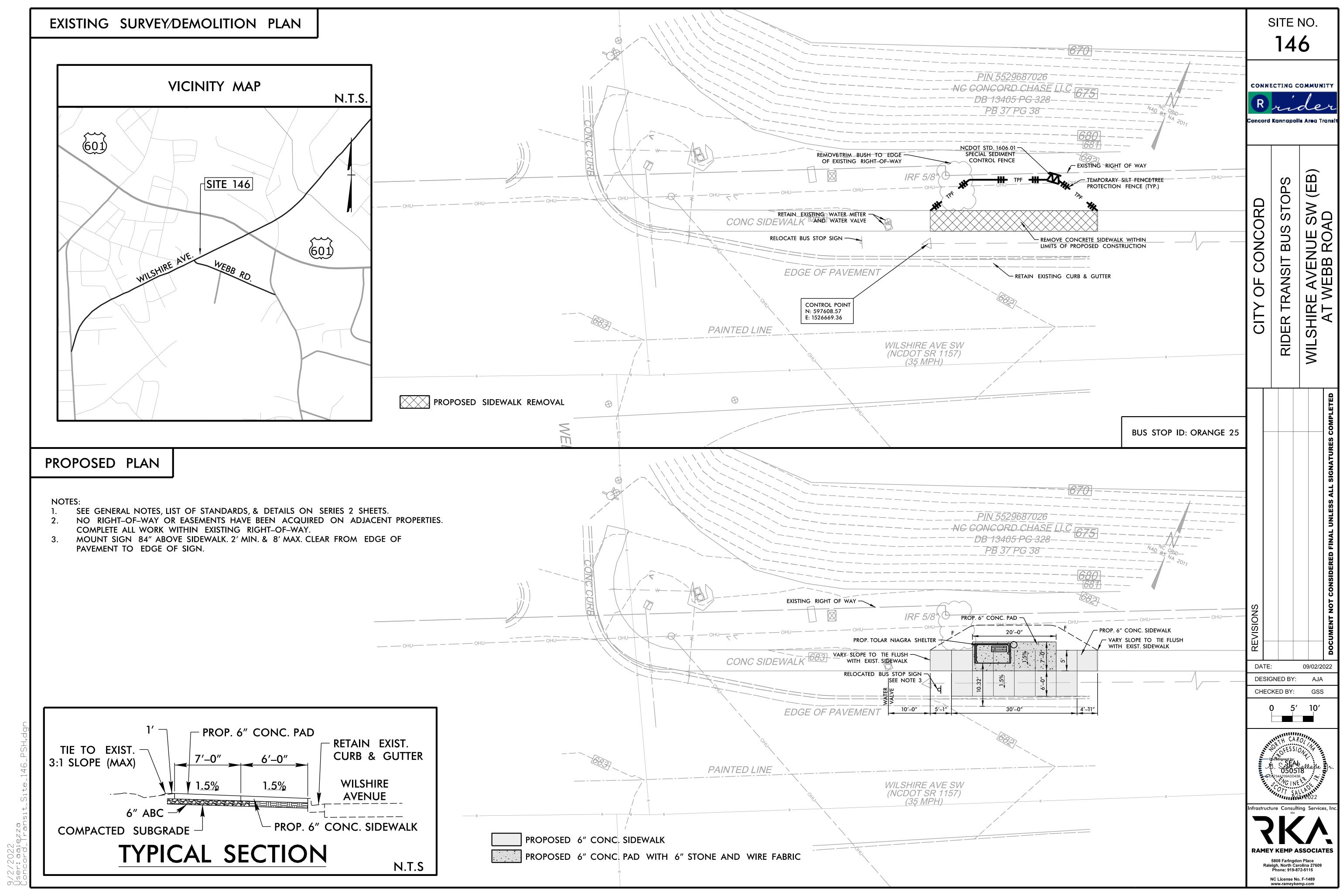


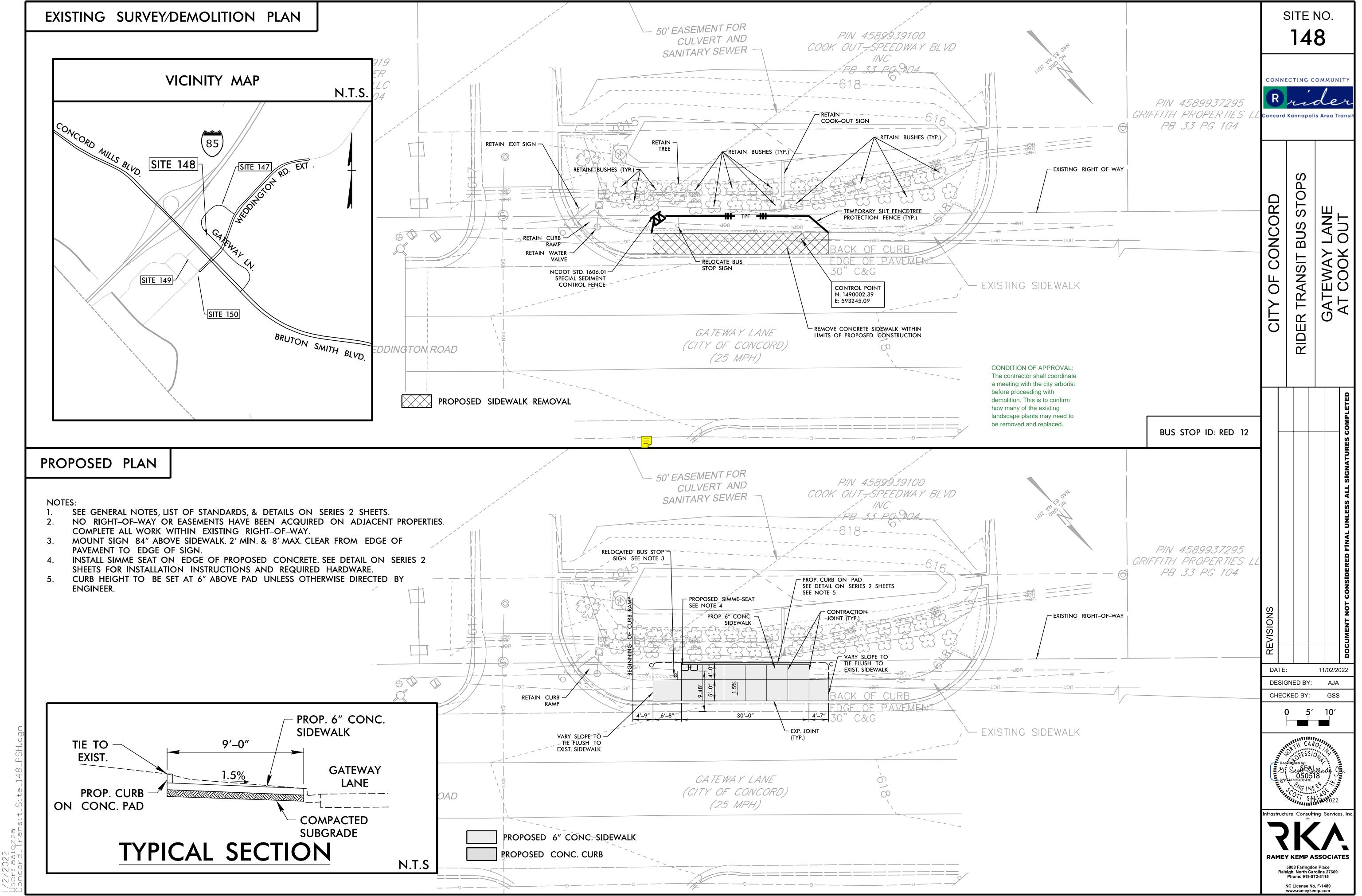












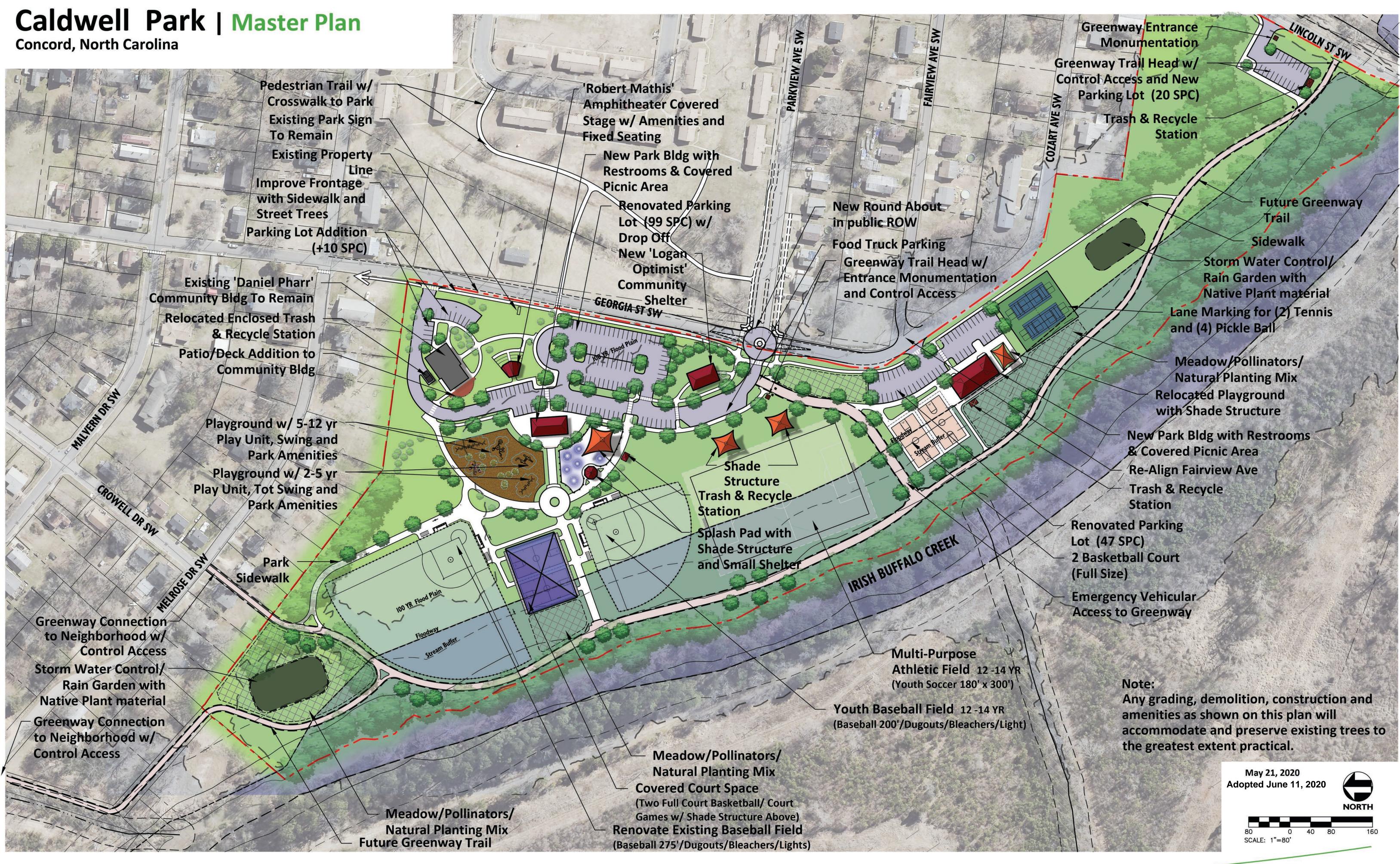
## Exhibit "E" Quote Form Full Selection

The below quote is for installing fiber optics for the City of Concord 's fiber optic network.

Contract No. 4320-FY23-24

Quantity amounts are for quoting purpose only. They do not necessarily reflect the volume of work to be performed under this contract.			Bidder #	‡1 Broadlinx	Disqulified due to no bid bond Bidder #2 Dtech Consulting LLC			
Line #	Item Description	Quantity	Unit	Unit Quote Price	Amounted Quoted	Unit Quote Price	Amounted Quoted	
	Furnish and Install an 8 foot anchor rod and							
1	expanding Bell with all necessary hardware	10	EA	\$243.00	\$2,430.00	\$0.00	\$0.00	
	Overlashing of City supplied fiber and include all							
2	necessary hardware.	1000	LF	\$2.00	\$2,000.00	\$0.00	\$0.00	
	Install 5/16 strand and lash fiber to the strand.							
	Furnish all necessary hardware to attach to pole							
	and lashing hardware. City Supplies 5/16							
3	strand.	1000	LF	\$3.06	• • •	\$0.00	\$0.00	
4	Installing aerial fiber storage loops.	10	EA	\$141.00	\$1,410.00	\$0.00	\$0.00	
	Install 5/16 Downguy and guard. Include all							
	necessary hardware including yellow guy guard.							
5	City supplies 5/16 strand.	10	EA	\$122.00	\$1,220.00	\$0.00	\$0.00	
	Pulling of 5/16 overhead guy with 5/16 down							
	guy and include all necessary hardware							
	including yellow guy guard for down guy. City							
6	supplies 5/16 strand.	250	LF	\$1.75	\$437.50	\$0.00	\$0.00	
	Remove old fiber and strand from poles and							
7	dispose of.	1000	LF	\$1.30	\$1,300.00	\$0.00	\$0.00	
	Drill Metal Pole to allow for mounting of strand							
8	and fiber.	10	EA	\$240.00	\$2,400.00	\$0.00	\$0.00	
	Grounding 5/16 strand to pole ground. Include							
	all necessary hardware to properly bond the							
9	strand to pole ground.	10	EA	\$39.00	\$390.00	\$0.00	\$0.00	
	Make ready (raising or lowering other utilities							
	on a pole) and reattaching to the pole. Include							
10	all necessary hardware.	10	Each Pole	\$147.00	\$1,470.00	\$0.00	\$0.00	
	Tree trimming to be able to get strand and fiber							
11	on pole.	1000	LF	\$5.50	\$5,500.00	\$0.00	\$0.00	

	Reattach existing city fiber to new poles (Pole						
12	Transfers). Include all necessary hardware.	10	Each pole	\$83.00	\$830.00	\$0.00	\$0.00
	Cleat fiber down pole and attach "U guard"						
	Include all necessary hardware. City Supplied U						
13	Guard	10	Each pole	\$76.00	\$760.00	\$0.00	\$0.00
14	Pull fiber in underground conduit	1000	LF	\$1.75	\$1,750.00	\$0.00	\$0.00
	Install pull string in underground conduit. City						
15	Supplied pull string.	1000	LF	\$2.35	\$2,350.00	\$0.00	\$0.00
	Install tracer wire in underground conduit. City						
16	Supplied tracer wire.	1000	LF	\$1.05	\$1,050.00	\$0.00	\$0.00
17	Traffic Control	10	Per day	\$2,200.00	\$22,000.00	\$0.00	\$0.00
	Rehang splice cases with Deltec strapping.						
18	Contractor to provide Deltec Strapping.	10	EA	\$137.00	\$1,370.00	\$0.00	\$0.00
	Install 24x36x24 inch Hand hole. Hand hole						
19	provided by City	10	Ea	\$490.00	\$4,900.00	\$0.00	\$0.00
	Mobilization for emergency work (Per						
20	Occurrence)	5	LS	\$1,400.00	\$7,000.00	\$0.00	\$0.00
	Unpaved Trenching with 3 inch PVC Conduit.						
21	City provided Conduit	100	LF	\$4.00	\$400.00	\$0.00	\$0.00
	Install Oversized 30x60x24 inch Hand hole.						
22	Hand hole provided by City	10	Ea	\$670.00	\$6,700.00	\$0.00	\$0.00
	·			Total	\$70,727.50	Total	\$0.00

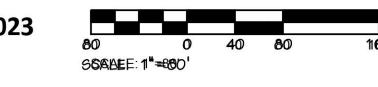




# Caldwell Park | Final Site Plan Concord, North Carolina













Key

- Future Recreation Center & Outdoor Education (Phase 2)
- (6) Pickle Ball Courts & (2) Shade Structures
- 3) Open Lawn/Event Space
- 4 Parking (+/- 256 Spaces)
- 5 Splash Pad
- 6 Adventure / Obstacle Playground
- 7 Restrooms & Pavilion
- (2) Basketball Courts w/Restroom/Shelter
- 9 Maintenance Area
- 10 Greenway Trail / Boardwalks
- 11 Pedestrian Bridge / Boardwalk
- (12) Small & Large Dog Park
- (13) Amphitheater
- Proposed Pavilion
- Asphalt Pavement
- Concrete Walks
- Boardwalk / Bridge
- Play Area
- 10' Multi-Use Trail
- Natural Surface Trail
- 100 Vasa Fland Flaudia
- 100 Year Flood Elevation
- Wetland









Bid Tabulation Sheet Summary Les Myers Pickleball Courts 2023-008 Bids Received September 28, 2023 at 1:00 PM in Conf Rm C

	H	ligh Performance Living	AC LIC		: 511 Johnsor Charlotte, N	Road	onstruction, Inc.	553 V	Webb Road cord, NC 280	alt Paving Co.	Performance M P.O. Box 501 Concord, NC 28 70731	Managed Const.	DreamBuilt Con 105 Seldom Far Advance, NC 27 75480	m Lane	Cinderella Par 713 Brief Road Indian Trail, NC 78482	W.	Finley Asphalt 7861 David Wili Bristow, VA 201 85625	ams Way
Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cos	t	Total Cost	Uı	Init Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	800	Mobilization	1	LS	\$ 6,50		6,500.00		10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 40,250.00	\$ 40,250.00	\$ 7,456.00	\$ 7,456.00	\$10,000.00	\$ 10,000.00
2	801	Construction Surveying	1	LS	\$ 3,60	0.00 \$	3,600.00	\$	9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,965.00				\$7,250.00	\$ 7,250.00
3	SP-01	Comprehensive Grading	1	LS	\$ 21,00	0.00 \$	21,000.00	\$ 9	96,820.00	\$ 96,820.00	\$ 85,000.00	\$ 85,000.00	\$ 27,378.00	\$ 27,378.00	\$ 72,183.45	\$ 72,183.45	\$ 113,956.00	\$ 113,956.00
4	SP-02	Silt Fence Stone Outlet	3	EA	\$ 25	0.00 \$	750.00	\$	450.00	\$ 1,350.00	\$ 150.00	\$ 450.00	\$ 180.00	\$ 540.00	\$ 746.50	\$ 2,239.50	\$ 400.00	\$ 1,200.00
5	1605	Temporary Silt Fence	600	LF	\$	2.75 \$	1,650.00	\$	3.50	\$ 2,100.00	\$ 3.00	\$ 1,800.00	\$ 7.20	\$ 4,320.00	\$ 11.94	\$ 7,164.00	\$ 7.00	\$ 4,200.00
6	1660	Seeding and Mulching	1	AC	\$ 9,00	0.00 \$	9,000.00	\$	3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 5,144.80	\$ 5,144.80	\$ 7,465.00	\$ 7,465.00	\$ 7,500.00	\$ 7,500.00
7	SP-03, 610	Asphalt Pavement (3.0" Thick)	300	TN	\$ 16	6.67 \$	50,001.00	\$	130.00	\$ 39,000.00	\$ 175.00	\$ 52,500.00	\$ 236.00	\$ 70,800.00	\$ 267.00	\$ 80,100.00	\$ 239.00	\$ 71,700.00
8	520	NCDOT Aggregate Base Course (ABC)	1100	TN	\$ 5	1.55 \$	60,005.00	\$	48.00	\$ 52,800.00	\$ 40.00	\$ 44,000.00	\$ 22.60	\$ 24,860.00		\$ 98,538.00	·	\$ 78,463.00
9	1056	Huesker Basetrac 20 PP Geogrid or Equivalent	1400	SY	\$	1.64 \$	6,496.00	\$	5.00	\$ 7,000.00	\$ 3.00	\$ 4,200.00	\$ 24.90	\$ 34,860.00	\$ 10.64	\$ 14,896.00	\$ 10.00	\$ 14,000.00
10	SH-4, 310, 300	Installation of 12" Double Wall HDPE Storm Drain, Includes Masonry Structure and Grate, Flared End Section, Rip Rap Apron, and all other necessary equip.	1	LS	\$ 8,20	0.00 \$	8,200.00	\$	10,000.00	\$ 10,000.00	\$ 5,800.00	\$ 5,800.00	\$ 16,166.00	\$ 16,166.00	\$ 29,113.50	\$ 29,113.50	\$ 52,512.50	\$ 52,512.50
11	SP-04, SH-5	SRW Retaining Wall Replacement	1	LS	\$ 60,00	0.00 \$	60,000.00	\$ 4	45,000.00	\$ 45,000.00	\$ 65,000.00	\$ 65,000.00	\$ 60,534.00	\$ 60,534.00	\$ 74,064.01	\$ 74,064.01	\$ 57,813.75	\$ 57,813.75
12	225	Demolition & Removal of Ex. Sidewalk	90	SY	\$ 24	1.83 \$	2,234.70	\$	5.00	\$ 450.00	\$ 10.00	\$ 900.00	\$ 156.00	\$ 14,040.00	\$ 40.31	\$ 3,627.90	\$ 45.00	\$ 4,050.00
13	848	5' Concrete Sidewalk Replacement	90	SY	\$ 8	1.00 \$	7,560.00	\$	72.00	\$ 6,480.00	\$ 100.00	\$ 9,000.00	\$ 72.00	\$ 6,480.00	\$ 99.53	\$ 8,957.70	\$ 158.50	\$ 14,265.00
14	SP-05, SH-8	Pickleball Court Nets, Includes both Posts, Center Strap Anchors, and all necessary hardware	4	EA	\$ 5,50	0.00 \$	22,000.00	\$	2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,661.00	\$ 18,644.00	\$ 6,905.12	\$ 27,620.48	\$ 5,500.00	\$ 22,000.00
15	SP-06, SH-8	Boundary Line Striping, 2" Width, White	880	LF	\$ 13	3.83 \$	12,170.40	\$	6.50	\$ 5,720.00	\$ 10.00	\$ 8,800.00	\$ 3.96	\$ 3,484.80	\$ 2.55	\$ 2,244.00	\$ 4.86	\$ 4,276.80
16	SP-06	Acrylic Court Coating, Includes Resurfacers, Colorcoats, and wearing surface	1	LS	\$ 27,50	0.00 \$	27,500.00	\$ 3	35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 25,038.00	\$ 25,038.00	\$ 26,233.50	\$ 26,233.50	\$ 63,384.00	\$ 63,384.00
17	1050, 866	9 Gauge Galvanized Steel Chain-Link Fence, System G1, includes fence fabric, posts, and all hardware	350	LF	\$ 3	1.43 \$	11,000.50	\$	55.00	\$ 19,250.00	\$ 60.00	\$ 21,000.00	\$ 54.28	\$ 18,998.00	\$ 166.36	\$ 58,226.00	\$ 58.88	\$ 20,608.00
			Base Bi				667.60		\$352,9			,450.00		,502.60		534.94		179.05
		Contingency Allowance (10 % o Total Bid Price (Base Bid +Contin						\$35,297.00 \$388,267.00		\$37,045.00 \$407,495.00		\$37,950.26 \$417,452.86			\$52,953.49 \$582,488.43		\$54,717.91 \$601,896.96	
		All Addenda						\$300,267.00 Yes		Yes		Yes		¥362,466.43 Yes		Yes		
			<b>Bid Securi</b>	ity (5%)				Yes		Yes		Yes			Yes		Yes	
	Irregularities (see highlighted areas on form)  None t			that effe	ected outcome	None		None		None that effected outcome		None		None that effected outcome				

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project

9/28/2023

9/28/2023

G\EnglEngineering Projects\Projects\2023\008 LesMyers Pickleball Ct\Design\Bid docs\Bid Tabulation - 2023-008

## CAPITAL PROJECT ORDINANCE AMENDMENT Parks & Recreation Projects-Les Myers Park

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

- SECTION 1. The projects authorized are the projects included for the Les Myers Park.
- SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

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

### **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811068	Future Projects-P&R	\$113,758	\$0	(\$113,758)
8300-5811018	McEachern-Hospital Phase	\$1,336,903	\$1,270,027	(\$66,876)
8300-5811001	Les Myers Park	\$160,000	\$340,634	\$180,634

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.

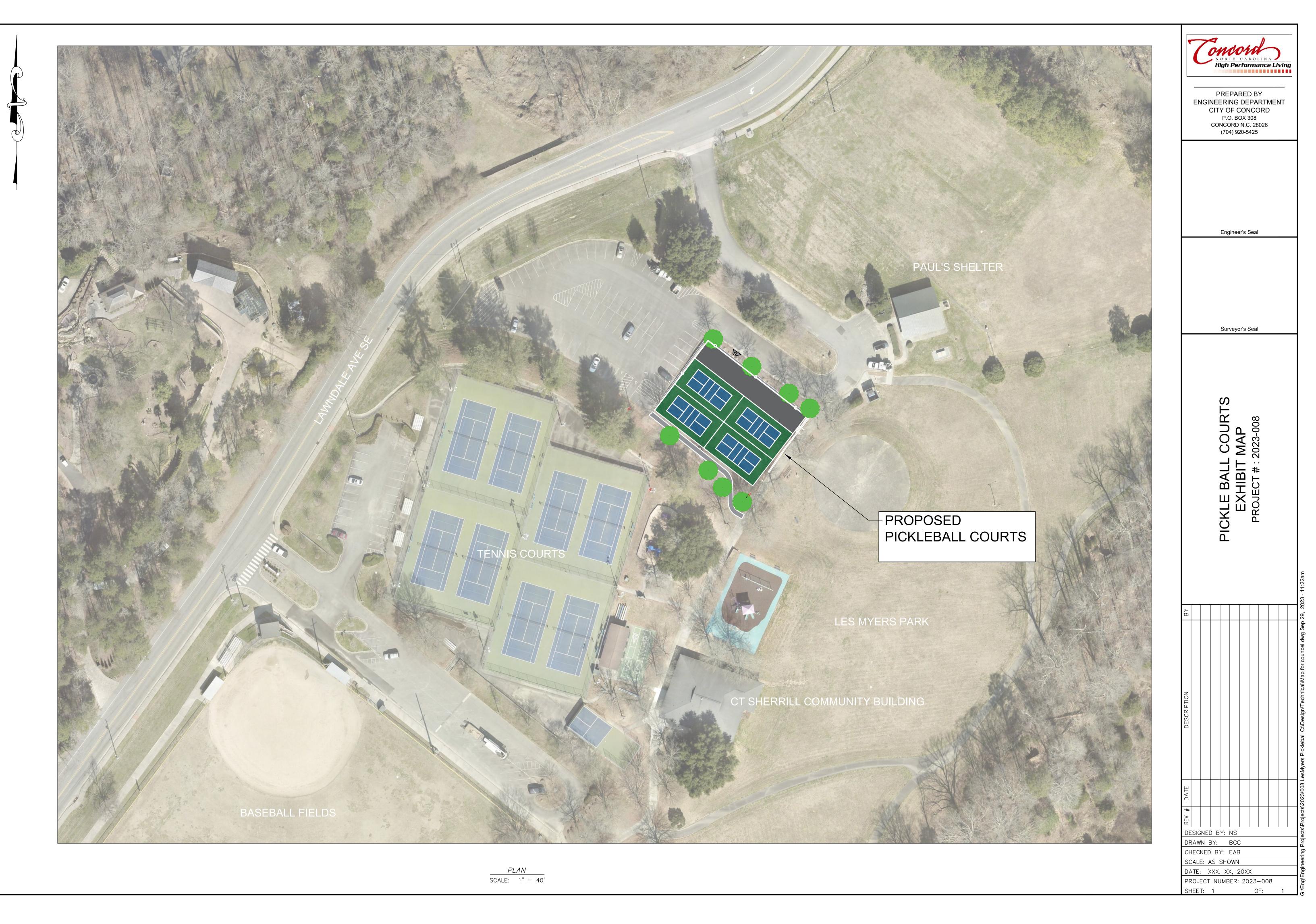
SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

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 12th day October, 2023.

CITY COLINGII

NORTH CAROLINA
William C. Dusch, Mayor
Valerie Kolczynski, City Attorney



Bid Tabulation Sheet Summary Equipment Shed and Restroom 2019-007 Bids Received September 27, 2023 at 2:00 PM in Conf Rm C



		orth Carolina /	AI LIC		Ikes Constructio 303 Executive Pa Concord, NC 280 8037	rk Drive	Miles-McClella 7504 E, Indepe Charlotte, NC 63358		Ground Thunde 511 Johnson Ro Charlotte, NC 20 58635	ad	Ratzlaff Consti 920 Blairhill Roa Charlotte, NC 2 76960	ad Ste B119	5 G. W. Liles Cor 325 McGill Ave Concord, NC 20 26158	Ste 120
Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	NCDOT	Mobilization	1	LS	\$ 8,250.00		\$ 158,680.00		\$ 7,125.00	\$ 7,125.00		\$ 5,000.00	\$ 111,497.95	\$ 111,497.95
2	PSP	Comprehensive Grading	1	LS	\$ 9,000.00				\$ 5,250.00	\$ 5,250.00		\$ 85,000.00	The second second	\$ 43,592.22
3	NCDOT 250	Removal of Exisitng Asphalt Pavement	340	SY	\$ 10.50	200 200 200 200 200 200 200 200 200 200			\$ 14.05	\$ 4,777.00		\$ 8,160.00	. 0	1/2
4	NCDOT 310	15" R.C. Pipe Culvert, Class III	35	LF	\$ 71.00	\$ 2,485.00	\$ 123.43	\$ 4,320.05	\$ 184.80	\$ 6,468.00	\$ 60.00	\$ 2,100.00	\$ 83.33	\$ 2,916.55
5	NCDOT 310	24" R.C. Pipe Culvert, Class III	318	LF	\$ 105.00	\$ 33,390.00	\$ 139.47	\$ 44,351.46	\$ 141.75	\$ 45,076.50	\$ 90.00	\$ 28,620.00	\$ 94.44	\$ 30,031.92
6	NCDOT 607	Milling Asphalt Pavement - 1"	176	SY	\$ 27.50	\$ 4,840.00	\$ 11.31	\$ 1,990.56	\$ 9.00	\$ 1,584.00	\$ 43.00	\$ 7,568.00	\$ 11.67	\$ 2,053.92
7	NCDOT 610	Asphalt Concrete Intermediate Course, Type I19.0C	940	TN	\$ 150.00	\$ 141,000.00	\$ 129.79	\$ 122,002.60	\$ 120.23	\$ 113,016.20	\$ 140.00	\$ 131,600.00	\$ 139.53	\$ 131,158.20
8	NCDOT 610	Asphalt Concrete Surface Course, Type S9.5C	318	TN	\$ 153.00	\$ 48,654.00		No.	\$ 128.05	\$ 40,719.90		\$ 45,474.00		1
9	NCDOT 654	Asphalt Plant Mix, Pavement Repair	99	TN	\$ 385.00	\$ 38,115.00			\$ 153.97	\$ 15,243.03		\$ 14,157.00	\$ 205.56	\$ 20,350.44
10	NCDOT 840	Masonry Drainage Structure - Traffic Bearing Drop Inlet	3	EA	\$ 1,800.00	\$ 5,400.00	\$ 3,220.00	\$ 9,660.00	\$ 4,116.00	\$ 12,348.00	\$ 7,500.00	\$ 22,500.00	\$ 2,906.67	\$ 8,720.01
11	NCDOT 840	Frame with Grate, Std. 840.16	3	EA	\$ 600.00	\$ 1,800.00	\$ 1,073.33	\$ 3,219.99	\$ 645.75	\$ 1,937.25	\$ 700.00	\$ 2,100.00	\$ 817.78	\$ 2,453.34
12	NCDOT 840	Pipe Plug	0.045	CY	\$ 10,000.00	\$ 450.00	\$ 21,555.56	\$ 970.00	\$ 16,888.89	\$ 760.00	\$ 33,333.33	\$ 1,500.00	\$ 817.78	\$ 36.80
13	PSP	Concrete Apron	16	SY	\$ 102.00	\$ 1,632.00	\$ 134.38	\$ 2,150.08	\$ 31.00	\$ 496.00	\$ 475.00	\$ 7,600.00	\$ 277.78	\$ 4,444.48
14	NCDOT 1205	Paint Pavement Marking Lines - 8"	60	LF	\$ 72.00	\$ 4,320.00	\$ 21.50	\$ 1,290.00	\$ 21.00	\$ 1,260.00	\$ 75.00	\$ 4,500.00	\$ 22.22	\$ 1,333.20
15	WSACC/Detail	4" PVC Sewer Lateral Installation	1	EA	\$ 9,075.00	\$ 9,075.00	\$ 16,090.00	\$ 16,090.00	\$ 17,985.00	\$ 17,985.00	\$ 3,625.00	\$ 3,625.00	\$ 9,664.44	\$ 9,664.44
16	WSACC/Detail	2" Water Service including backflow	1	EA	\$ 8,388.00	\$ 8,388.00	20 00		\$ 19,299.00	\$ 19,299.00	- 00 - 28	\$ 4,750.00	\$ 6,867.78	
17	NCDOT 1605	Silt Fence	220	LF	\$ 3.50	\$ 770.00	\$ 3.23	\$ 710.60	\$ 2.00	\$ 440.00		\$ 1,100.00	\$ 8.89	L. L.
18	NCDOT 1610	Stone for Erosion Control, Class A	5	TN	\$ 60.00	\$ 300.00	\$ 66.00	\$ 330.00	\$ 60.00	\$ 300.00	\$ 100.00	\$ 500.00		100
19	NCDOT 1610	Sediment Control Stone	3	TN	\$ 60.00	\$ 180.00		23327000	\$ 60.00	\$ 180.00	\$ 170.00	\$ 510.00	\$ 58.89	* *********
20	PSP	Equipment Shed	1	LS	\$ 713,000.00	\$ 713,000.00	\$ 630,790.00		Ψ 001,020.00	\$ 631,925.00	2	\$ 743,902.00	\$ 746,474.72	- A A
21	PSP	Pre-engineered, precast restroom	1	LS	\$ 93,000.00	\$ 93,000.00	\$ 98,650.00		Ψ 120,000.00	\$ 120,000.00		\$ 111,601.00	The second second second	\$ 102,636.67
22	PSP	Bollards	12	EA	\$ 412.00	\$ 4,944.00	\$ 644.17	A STATE OF THE STA	+ 000100	\$ 9,600.00		\$ 7,200.00	\$ 777.00	\$ 9,324.00
23	Detail	Transformer Pad	1	EA	\$ 3,850.00		\$ 3,410.00			\$ 1,500.00		\$ 1,800.00	\$ 3,888.00	
1980			Base Bi		\$1,136			5,277.13		,289.88		,867.00	\$1,293	
	Contingency Allowance (10 % o				\$113,6 \$1,250		2000	1,804.84		728.99 ,018.87		086.70 ,953.70		348.38
		Total Bid Price(Base Bid +Conting	Bid Secur		\$1,250, Ye			Yes		es		es		es
	Precast Restroom Mar				Smith N			CXT	LBF			XT	Easi Set/Sn	
	Estimated Restroom Del				11 m			0 days		days		days	6-11 n	
Irregularities (see highlighted			d areas on for	m)	None that effected outcome		None that et	fected outcome	None that effe	ected outcome	None that effe	ected outcome	None that effe	ected outcome

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.



#### **EXHIBIT A**

## **SCOPE OF SERVICES – Hillgrove Water Treatment Plant Improvements**

#### PART 1.0 PROJECT DESCRIPTION

The City of Concord (City) operates the Hillgrove Water Treatment Plant (HGWTP), which requires upgrades and process enhancements to continue producing high quality water that meets regulatory requirements. HDR Engineering, Inc. of the Carolinas (Consultant) developed the design for the construction of a new granular activated carbon (GAC) contactor building, a new GAC pump station, a new finished water chemical mixing vault, installation of new plate settlers in the sedimentation basins, a new rapid mixer, four (4) new sedimentation basin influent valves, concrete basin rehabilitation, and associated site work, piping, and electrical modifications. This scope of services covers project management, construction administration, materials testing and special inspections, and resident project representative services associated with the project, as described in Part 2.0.

#### PART 2.0 DETAILED SCOPE OF SERVICES

The following Scope of Services provides a detailed description of the services to be performed by Consultant. General assumptions include the following:

- The construction duration is assumed to be 22 months to substantial completion and 24 months to final completion.
- A single prime contractor is selected and contracted with the City for the entirety of the Work.

#### Task 1 - Project Management

## **Objective**

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

## Consultant Services:

- Project initiation, development of a schedule, and project documentation and filing.
- Coordination with the City on project status and key issues.
- General project accounting activities including invoicing and progress reports.
- Overall project quality assurance and quality control (QA/QC).

#### City Responsibilities:

None

#### Assumptions:

Construction administration services are assumed to be 24 months.

#### Deliverables:

 Monthly progress reports and invoices including project schedule and budget updates.

## <u>Task 2 – Construction Administration</u>

## Objective:

The purpose of this task is to complete the construction administration phase services.

#### Consultant Services:

The following construction phase service elements are anticipated:

- Preconstruction Meeting. Conduct a Preconstruction Meeting attended by CITY, Consultant, and affected parties, prior to any field construction to establish basic project protocols and procedures. Prepare meeting agenda and produce copies for all expected participants for distribution at meeting. Conduct meeting and incorporate meeting discussions in final preconstruction meeting notes. Distribute meeting notes to all persons in attendance and to parties on meeting notice list not in attendance.
- Document Management. Store and maintain applicable Project documents digitally and make accessible by CITY and Contractor. Consultant will deliver applicable Project documents electronically to CITY at closeout of construction.
- Monthly Construction Meetings. Schedule, coordinate and attend up to twenty four (24) monthly construction meetings. Consultant shall conduct and document monthly construction meetings. Consultant shall develop and maintain a participant list for distribution of meeting agenda and meeting notes for regular construction progress meetings.
- Additional Meetings. Conduct conference calls or in-person meetings, as applicable or required, to be attended by CITY, Consultant, the Contractor, and affected parties to address submittal needs and field construction issues that may impact the Project work and schedule. Scope assumes five (5) additional in person meetings of 2 hours each.
- Collect, review, and transmit project schedule, schedule of values, shop drawings, O&M Manuals, and payment application submittal reviews submitted by the Contractor.
- Shop Drawing and Operations and Maintenance (O&M) Manual Submittals. Administer shop drawings (300) and O&M manuals (25), and other submittal requirements including project schedule to effect substantial compliance with the intent of the Contract requirements. Distribute for review and redistribute reviewed shop drawings, O&M manuals and equipment data sheets, and other submittal information. Review or take other appropriate action with respect to shop drawings, samples and other data which is required to be submitted by the Contractor, but only for conformance with the design concept of the Project and compliance with the Contract Documents. Such reviews or other action shall not

- include means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto. The above review assumes a maximum of one resubmittal per each submittal.
- Review Schedule of Values and Monthly Applications for Payment. Review the draft schedule of values and work with the Contractor to develop a final schedule of values to be used as the monthly payment application template. The applications (24) will be reviewed and reconciled to reflect actual work progress. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Review revised applications for payment and, if acceptable, advises Contractor to submit the required number of copies. Execute completed applications for payment indicating amount recommended for payment and transmit to CITY for payment processing.
- Request for Information (RFIs) Responses and Field Order (FOs) Issuance.
  Consultant shall review and respond to Contractor's RFIs during construction
  (75). Provide coordination and review to identify the need for minor changes in
  the Work consistent with the design intent, and issue Field Orders (10) to
  communicate the details of the minor changes involving no change in Contract
  Time or Contract Price.
- Change Management. Consultant shall issue Work Change Directives (WCD's) to the Contractor as needed. If the Contractor believes they are entitled to compensation for the work described in the WCD, the Contractor shall submit a change proposal (CP) with the appropriate documentation to the Consultant for review. Consultant shall negotiate change proposal costs on CITY's behalf. At the direction of the CITY, the Consultant shall issue Change Order's (CO), of which one or more approved CP's will serve as back-up documentation. Three (3) CO's are assumed.
- Start-Up, Commissioning, Substantial Completion, Final Completion
  - Consultant to assist CITY in startup of new processes and equipment associated with the project. Consultant will assist CITY in the planning and coordination of startup. It is assumed that there will be 8 hours total for startup services of the settling basins, 8 hours for the pump station and 32 hours for the GAC contactors.
  - Consultant will meet with CITY and Contractor for each work element to help develop sequencing recommendations and constraints for Contractor to schedule work such that plant operations are not negatively impacted. Promptly after notice that Contractor considers the entire work package / structure (Work) ready for its intended use, in company with CITY and Contractor, visit the Site to review the Work and determine the status of completion.
  - Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, CITY's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist CITY regarding any remaining engineering or technical matters affecting CITY's use or

occupancy of the Work following Substantial Completion. Coordinate punch list toward Final Completion.

## Record Drawings

- Throughout the course of the Project, Consultant shall review Contractor's As-Recorded drawings to verify the Contract Drawings are up-to-date with contract modifications and annotated to reflect actual construction. Consultant will notify Contractor in a timely fashion of deficiencies noted and provide follow-up to verify Contractor brings As- Recorded drawing status up-to-date.
- At the completion of the Project, Consultant shall prepare two full-size reproducible Record Drawings (and electronic .dwg and .pdf files) showing those changes made during the construction process, based on the marked-up drawings and other data furnished by Contractor to Consultant.

## City Responsibilities:

- Attend construction progress meetings.
- Payment for services and on-time approvals and payments of contractor pay applications.

#### Assumptions:

- Construction administration services are assumed to be 24 months.
- An operations and maintenance (O&M) manual for the new facilities is not included.
- Project Controls, such as, but not limited to CPM schedule management and cost estimates, not included.
- Consultant is not responsible for site safety.

#### Deliverables:

- Two full size sets of record drawings.
- Monthly progress meeting notes
- Material testing reports

#### Task 3 – Material Testing and Special Inspection Services

#### Objective:

The purpose of this task is to provide special inspection and soils/materials testing services.

## **Consultant Services:**

Special Inspections and Soils/Materials Testing Services. Special Inspection services and soils/material testing services will be provided. Services to include:

- Provide field and laboratory construction material testing services for soil, asphalt, and concrete in accordance with the Construction Contract Documents.
- Provide special inspection services as required by the Construction Contract Documents.
- Assumptions:

- Services are limited to soil, asphalt, and concrete.
- One hundred (100) concrete sampling events with five compressive strength specimens obtained from each batch are assumed.
- Six (6) standard proctors and related soil classification tests are assumed.

## City Responsibilities:

Provide site access to field technician and special inspector.

#### Assumptions:

- Field technician time of up to 15 hours per week is assumed.
- For this scope, special inspection services are assumed for up to 5 hours per week for the special inspector.

#### Deliverables:

- Special inspection reports.
- Material testing reports.

## Task 4 - Resident Project Representative

## Objective:

The purpose of this task is to provide full time construction observation through a resident project representative (RPR).

#### **Consultant Services:**

Consultant shall furnish a full time RPR to assist Consultant in observing progress and quality of the Work. RPR is Consultant's representative at the Site, will act as directed by and under the supervision of Consultant.

Consultant shall provide RPR for observing progress and quality of the Work. Provide on-site construction observation services to include the following:

- Observe the work as necessary for compliance with plans, specifications, permits, and approved shop drawings.
- Field measure work quantities for review of pay estimate requests.
- Provide written daily field reports.
- Monitor Contractor's record as-built drawings.
- Assist in reviewing the contractor's change order(s).
- Assist with development of progress meeting agendas and attend meetings.

Through RPR's observations of the Work, including field checks of materials and installed equipment, Consultant shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, Consultant shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or

used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Consultant (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

## City Responsibilities:

Provide site access to the RPR.

#### **Assumptions:**

• RPR Services are anticipated to be required for 45 hours per week for a duration of 24 months.

#### Deliverables:

Daily reports

#### PART 3.0 ADDITIONAL SERVICES

Any additional services or other services not specifically addressed in the preceding detailed scope of services will be considered additional services. Consultant will provide additional services on an as-needed basis as determined by the City and for a fee as negotiated between Consultant and the City on a case-by-case basis.

#### PART 4.0 SCHEDULE

Assuming a Notice to Proceed date of January 1, 2024, Consultant's schedule for completion of tasks described in Part 2.0 above:

	<u>Task Time</u>	Completion Date
<u>Task 1</u> – Project Management	24 months	January 1, 2026
Task 2 - Construction Administration	24 months	January 1, 2026
<u>Task 3</u> – Material Testing and Special Inspection	24 months	January 1, 2026
Task 4 – Resident Project Representative	24 months	January 1, 2026

#### PART 5.0 COMPENSATION

Compensation for Consultant's services described in Part 2.0 of this document shall be on the basis of lump sum.

Fee

<u>Task 1</u> – Project Management	\$ 57,590
Task 2 – Construction Administration	\$ 863,410
Task 3 – Material Testing and Special Inspection	\$256,880
	\$1,177,880

Compensation for Consultant's Task 3 services as described in Part 2.0 of this document shall be on a basis of hourly charges. The fee is based on an hourly rate of \$148.50 and is inclusive of all reimbursable expenses. A total of 4,680 hours are assumed (45 hours per week for 24 months). Additional time required will be considered additional services. Hourly rate is valid for 24 months from NTP and can be adjusted if project duration extends past 24 months.

**Task 4** – Resident Project Representative

\$ 695,030

Net compensation for Consultant's scope of services described in Part 2.0 of this document is as follows:

	<u>Fee</u>
Tasks 1-3	\$ 1,177,880
Task 4	\$ 695,030
Total	\$ 1,872,910



#### 1. General

In general, the Scope of Services shall consist of Construction Phase Services (CPS) for the Coddle Creek Water Treatment Plant (WTP) Chlorine Feed System Improvements project. CPS will consist of the following primary activities:

Task 800 Construction Phase Project Management

Task 900 Construction Administration

Task 1000 Construction Observation

Construction duration is estimated at seven (7) months including Contractor mobilization and equipment procurement periods. The proposed fee for GARVER's construction administration services is budgeted based on seven (7) months of support. GARVER's construction observation services are budgeted based on six (6) months of on-site construction beginning at Contractor mobilization. Should the Contractor's construction schedule extend beyond these periods and the OWNER wishes to engage GARVER for construction phase services beyond the initial periods, the OWNER and GARVER will negotiate a scope and fee for the additional duration of services needed, based upon proration of the fee and schedule for the original amounts outlined herein.

#### 2. Construction Phase Services

During the construction phase of the project, GARVER will accomplish the following:

#### Task 800 Construction Phase Project Management

GARVER will provide project management for all project tasks. Project management will include developing and implementing a construction phase project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of services, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work within defined schedule; scheduling and participating in quality control reviews; and providing update to the OWNER, City of Concord, on a regular basis.

#### Task 900 Construction Administration Services

- A. Issue a Notice to Proceed letter to the Contractor and attend a preconstruction meeting.
- B. Attend progress/coordination meetings with the Owner/Contractor.
- C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions

Exhibit A - Scope of Services

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Version 1

Coddle Creek WTP Chlorine Feed Imp. Const. Serv.

Project No. W41-2301468



or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- D. Issue instructions to the Contractor on behalf of the OWNER and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- E. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and make a recommendation to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- F. Finalize record drawings upon receiving mark-ups from the contractor.
- G. When authorized by the OWNER, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay GARVER an additional fee to be agreed upon by the OWNER and GARVER.
- H. Participate in final project inspection, prepare punch list, review final Project closing documents, and submit final pay request.

#### **Task 1000 Construction Observation Services**

Construction observation services will be provided by GARVER's third-party Resident Project Representative, who will provide or accomplish the following:

- A. Consult with and advise the OWNER during the construction period. It is assumed GARVER's third-party Resident Project Representative (RPR) will observe the project for an average of 16 hours a week for a duration of up to six (6) months, with a round trip of 60 miles per each day. Duties of the RPR include the following on-site construction observation and office-based services:
  - a. Serve as the OWNER'S agent at the project site;
  - b. Coordinate with OWNER and observe the work as necessary for compliance with plans, specifications, permits, and approved shop drawings;
  - c. Field measure work quantities for review of pay estimate requests;
  - d. Maintain a project diary of written daily field reports containing information pertinent to each site visit:
  - e. Maintain field records for assistance in completion of as-built drawings;
  - f. Assist in preparing and reviewing the Contractor's change order(s);

Exhibit A - Scope of Services

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Version 1



- g. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information;
- B. In performing construction observation services, GARVER will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the OWNER's contract with the Contractor can be taken.

#### **Additional Services**

- A. Concrete testing services.
  - a. An allowance of \$5,500 has been established for construction materials testing as a part of this scope of services. Concrete testing services will be provided by GARVER'S third-party firm for Task 1000 at the sub-consultant rate schedule identified in APPENDIX B plus GARVER's 10% administrative management charge.

#### 3. PROJECT DELIVERABLES

The following will be submitted to the OWNER, or others as indicated, by GARVER:

- A. One hard copy set of Record Drawings.
- B. Electronic files as requested.

#### 4. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the OWNER's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Construction materials testing not identified herein.
- D. Warranty assistance.

Extra Work will be as directed by the OWNER in writing for an addition fee as agreed upon by the OWNER and GARVER.

#### 5. SCHEDULE

GARVER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below. Full execution of a Construction Contract with a General Contract shall constitute the Notice to Proceed date for GARVER's construction phase services.

Exhibit A - Scope of Services

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Version 1

Coddle Creek WTP Chlorine Feed Imp. Const. Serv.

Project No. W41-2301468



Phase Description	Calendar Days
Construction Phase Services	210 days from Notice to Proceed*
Task 900 Construction Administration	210 days from Notice to Proceed
Task 1000 Construction Observation	180 days from General Contractor mobilization to construction site

\*Note: Construction duration is estimated at seven (7) months including contractor mobilization and equipment procurement periods. GARVER's construction administration services are budgeted based on seven (7) months of support. GARVER's construction observation services are budgeted based on six (6) months of on-site construction. Should the General Contractor's schedule extend beyond these periods, GARVER and OWNER will negotiate a scope and fee for the additional duration of services needed, based upon proration of the fee and schedule presented above.

## Appendix B

## City of Concord, NC Coddle Creek WTP Chlorine Feed Improvements CPS

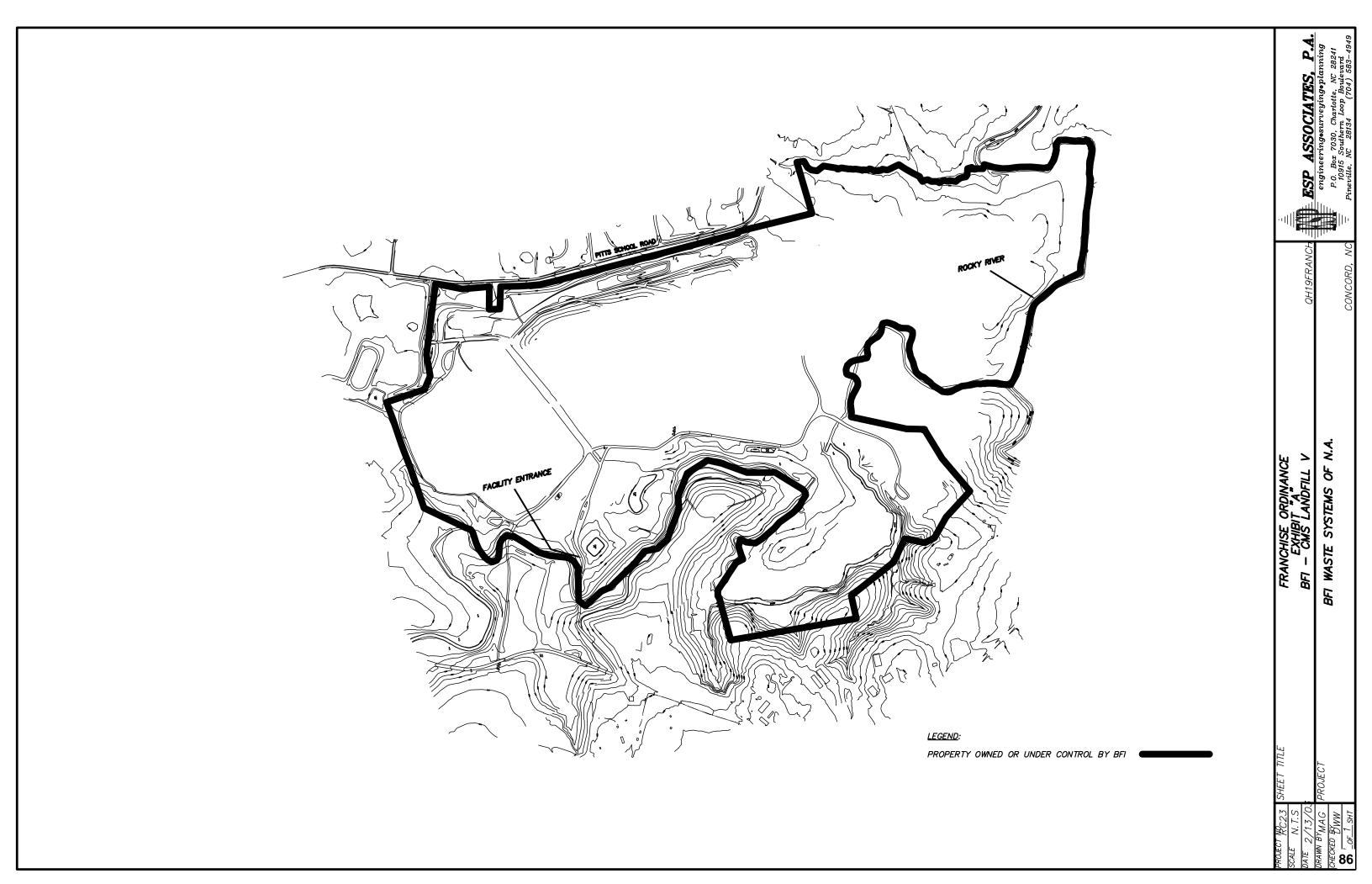
## **FEE SUMMARY**

Basic Services Section	Est	imated Fees
TASK 800 - PROJECT MANAGEMENT	\$	3,732.00
TASK 900 - CONSTRUCTION ADMINISTRATION SERVICES	\$	70,496.00
TASK 1000 - CONSTRUCTION OBSERVATION SERVICES	\$	73,685.24
Subtotal for Basic Services Section		147,913.24
Additional Services Section	Est	imated Fees
Concrete Testing Allowance	\$	5,500.00
Subtotal for Additional Services Section	\$	5,500.00
Total All Services	\$	153,413.24

Fee Type - Lump Sum (Basic Services) and Time and Materials (Concrete Testing Allowance - see rate schedule below)

Rate S	Rate Schedule for Third-Party Concrete Testing Services*						
Item	Description	Unit	Rate				
1	Project Engineer	hour	175.35				
2	Administrative Support Staff	hour	79.80				
3	CMT Level II	hour	85.00				
4	Compressive Strength of Cylindrical Concrete Specimens (ASTM C39)	each	29.00				
5	Mileage	mile	US Gov (currently 65.5¢)				

 $<sup>^{\</sup>star}$  Concrete testing services will be billed at the sub-consultant rates in the table above, plus Garver's 10% administrative management markup.



ORD.# 23-98

# AN ORDINANCE FURTHER AMENDING, EXTENDING AND RESTATING A NONEXCLUSIVE FRANCHISE TO BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

Whereas, the disposal of municipal solid waste is a statutory responsibility and a fiscal concern of the City of Concord (referred to below as City or Franchisor); and

Whereas, the City disposes of its municipal solid waste at the sanitary landfill operated by BFI Waste Systems of North America, Inc., known as Charlotte Motor Speedway Landfill V (formerly known as BFI-CMS Landfill and CMS Development Corporation Landfill V), located in the City of Concord (the "CMS Landfill"). (BFI Waste Systems of North America, Inc. may be referred to below as Franchisee or BFI); and

Whereas, BFI Waste Systems of North America, Inc. is currently operating its CMS Landfill pursuant to permits and authorizations granted by the State of North Carolina; and

Whereas, pursuant to a Contract for Disposal of Solid Waste by and between the City, and CMS Development Corp. and Browning-Ferris Industries of South Atlantic, Inc. (the predecessors to BFI Waste Systems of North America, Inc. by merger), dated August 1, 1990 (the "1990 Solid Waste Disposal Contract"), and under its Solid Waste Management Plan dated January 31, 1992, the City has confirmed its plan to rely upon the CMS Landfill for the disposal of municipal solid waste generated within the City; and

Whereas, the City granted or renewed the Franchise to BFI Waste Systems of North America, Inc., on February 10, 2005 by ORD 05-07 (the "2005 Franchise") for the operation of the CMS Landfill, and restated and amended the 2005 Franchise for the operation of the CMS Landfill on November 12, 2009 by ORD 09-95 (the "2009 Franchise Amendment"); and

Whereas, the City now agrees to further restate, extend, and amend the 2005 Franchise for the operation of the CMS Landfill consistent with the City's Solid Waste Management Plan and the terms contained in this Ordinance;

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

Section 1. Pursuant to G.S. 160A-76, and G.S. 130A-294 et. seq., hereby further restates, extends, and amends the 2005 Franchise to BFI Waste Systems of North America, Inc., as previously amended and restated by the 2009 Franchise Amendment, to operate a sanitary landfill within the City of Concord, North Carolina, pursuant to the following terms:

- (1) The 2005 Franchise, as amended by the 2009 Franchise Amendment, is for the operation of a sanitary landfill intended to receive ordinary household waste, commercial solid waste, industrial solid waste and special waste, including asbestos, ash and industrial processed waste, petroleum contaminated soil, wastewater treatment sludge, and such other non-hazardous waste as approved by the State of North Carolina.
- (2) The geographic territory intended to be served by the sanitary landfill is the City of Concord, Cabarrus County, the State of North Carolina and the following counties in the State of South Carolina: Cherokee, York, Lancaster, Chesterfield and Chester; the population intended to be served is the population of the City of Concord, Cabarrus County, the State of North Carolina and the following counties in the State of South Carolina: Cherokee, York, Lancaster, Chesterfield and Chester.
- (3) The duration of the 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, is through the life-of-site of the CMS Landfill, but for a period not to exceed 60 years from the date of this amendment.
- (4) The 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, is a non-exclusive franchise for the operation of a sanitary landfill by BFI Waste Systems of North America, Inc. within the geographic boundary line of property currently owned or under option by BFI Waste Systems of North America, Inc. located at 5105 Morehead Road in Concord, North Carolina and described in Exhibit A, which depicts the expanded boundaries of the site (the "Site"); this franchise does not grant to Franchisee the exclusive right to operate a sanitary landfill within the city limits of Concord, and it does not grant to Franchisee a franchise to operate a sanitary landfill in any location outside the Site.

- (5) In granting, further restating, extending and amending the 2005 Franchise, as amended by the 2009 Franchise Amendment, it is estimated that the operating capacity for the CMS Landfill as currently permitted or submitted for permitting is approximately 15.2 million tons. It is further estimated that Franchisee currently has contracts to receive approximately 99,000 tons per month. Pursuant to this 2005 Franchise, as amended by the 2009 Franchise Amendment, the Franchisee may accept an average of 120,000 tons of municipal solid waste per month each calendar year with a maximum monthly volume not to exceed 140,000 tons per month. Based on the current contracted and average tonnages, the projected useful life of the CMS Landfill ranges from approximately 7 years to 9 years. Consistent with the terms of their 1990 Solid Waste Disposal Contract, the Franchise Agreement made and entered into as of February 10, 2005 and the life-of-site term of this 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, the parties intend for the City to be able to dispose of its solid waste at the CMS Landfill through the life-of-site of the CMS Landfill. Based on this intent, the contract terms and this amended Franchise, the parties recognize the potential for future expansion opportunities at the CMS Landfill and agree to continue in the future to work in good faith and in accordance with the terms of their agreements, this franchise and the requirements of applicable laws and regulations to fulfill their intent.
- (6) The Franchisee is required to continue accepting for disposal municipal solid waste generated within the City of Concord, North Carolina, pursuant to the terms of the 1990 Solid Waste Disposal Contract, as that Contract may have been amended from time to time. Further, the Franchisee hereby agrees to provide airspace for the disposal of all residential municipal solid waste generated within the City of Concord, North Carolina through and including February 9, 2035. If the CMS Landfill should reach capacity before February 9, 2035 so that Franchisee could not continue to accept the monthly volume of waste at the CMS Landfill anticipated by this franchise and still provide airspace at the CMS Landfill for the disposal of all residential municipal solid waste generated with the City of Concord, North Carolina through and including February 9, 2035, Franchisee agrees to erect a transfer station on the Site and, if necessary, transport all residential municipal solid waste generated within the City of Concord, North Carolina to another location for disposal pursuant to law as required to meet the obligations of this paragraph. The erection of said transfer station and the transportation and disposal of all residential municipal solid waste generated within the City of Concord, North Carolina through and including February 9, 2035 shall be at the sole expense of the Franchisee. The City agrees to cooperate with the Franchisee in providing any required approvals and assist in obtaining all required authorizations for the siting of a transfer station.
  - (7) Host fees will be paid and managed during the active life of the Landfill as follows:
- (a) With the exception of residential waste generated within the City of Concord, Franchisee will pay to the City a "Solid Waste Host Fee" of \$0.75 per ton of solid waste deposited in the Landfill.
- (b) The City will place \$0.25 of each \$0.75 Solid Waste Host Fee" in an interest bearing account. This account will be maintained throughout the intended term of the franchise. At the expiration of this franchise, if Franchisee has met its obligation to provide to the City disposal for all residential waste generated during the term of the franchise, then all principal and interest contained in the account will be paid to Franchisee (or its successor). If Franchisee defaults on its obligation to provide to the City disposal for all residential waste generated during the term of this 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, then the principal and interest contained in the account will be paid to the City.
- (c) Franchisee will provide the funding necessary for the City to perform or contract to provide a curbside recycling collection program. Franchisee will pay to the City \$.90 per ton of solid waste disposed in the landfill, with the exception of residential waste generated within the City of Concord, for the City's recycling program (the "Recycling Host Fees"). Franchisee guarantees that the Recycling Host Fees paid are and will be in addition to the "Solid Waste Host Fees" described in sections 7 (a) and (b) above. Franchisee will pay to the City for the term specified Recycling Host Fees of no less than \$65,000.00 per month. Should the City be unable to secure a responsible contractor to provide for the collection of recyclables for the amounts stipulated in the preceding sentences in this sub-section (c), then Franchisee will at the City's option either: 1) Provide the required curbside recycling collection services; or 2)

Increase the Recycling Host Fees to a commercially reasonable amount to pay for the cost of the required curbside recycling services. Additionally, each June 30, Franchisee will adjust these fees upward or downward, in an amount commensurate with the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the US Department of Labor, as of June 30 of the prior year.

- (d) Solid Waste Host Fees and Recycling Host Fees shall be paid monthly, every twenty-one (21) days after the end of each calendar month during which Solid Waste has been accepted for disposal at the Landfill or at such other intervals as may be agreed to by the parties in writing. Franchisee will provide to the City a copy of its annual report to the State at the time the report is submitted to the State and, at the City's request, will make its daily log and supporting documents available for review at reasonable times and intervals.
- (8) Nothing in this 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, shall authorize Franchisee to modify the CMS Landfill in a manner which would cause the City of Concord to incur any additional capital expenditures in the provision or delivery of services to the CMS Landfill such as potable water, storm water, sanitary sewer, utilities or roads as a result of such modification, unless Franchisee agrees to pay all additional costs associated with delivering those services.

Section 2. That this Ordinance be effective immediately upon adoption at second reading.

Adopted on first reading this 14th day of Septe	mber 2023.
	CITY COUNCIL CITY OF CONCORD NORTH AROLINA
	William C. Dusch, Mayor
ATTEST:	
Kim Deason, City Clerk	
	VaLerie Kolczynski, City Attorney
Adopted on second reading this 12th day of Oc	tober 2023.
	CITY COUNCIL CITY OF CONCORD NORTH AROLINA
	William C. Dusch, Mayor
ATTEST:	
Kim Deason, City Clerk	

VaLerie Kolczynski, City Attorney

## **PROPOSED PH Flat Rent Changes**

**EFFECTIVE DATE: 1/1/2024** 

PHAs must determine flat rents annually, generally at no less than 80% of that fiscal year's Fair Market Rent (or Small Area Fair Market Rent). PHAs do not need to seek prior approval to set their flat rent at any level between 80-100% of the Fair Market Rent. PHAs have 90 days from the effec?ve date of that fiscal year's Fair Market Rent (10/1/2023) to implement its flat rent.

**ZIP CODE: 28025** 

BEDROOM	2024 SAFMR	80% OF SAFMR	CURRENT	ADDITIONAL HUD
SIZE		= PROPOSED	<b>FLAT RENT</b>	SUBSIDY/REVENUE
		FLAT RENT		
1	\$1100	\$880	\$390	\$490
2	\$1240	\$992	\$455	\$537
3	\$1540	\$1232	\$570	\$662
4	\$1980	\$1584	\$640	\$944

Per No? ce PIH 2022-23 (HA), Sec? on 6 FMRs and U? lity Payments: Families that pay a flat rent for Public Housing units and that pay their own u? li? es would pay more in gross rent (i.e., rent plus u? li? es) than a family in a similarly situated unit where the PHA pays the u? li? es. To address this issue when establishing flat rents, PHAs must consider who is responsible for direct u? lity payments to the u? lity company and provide for a u? lity allowance as necessary. Such u? lity allowances must be established consistent with the requirements of 24 CFR 960.253(b)(4) and 24 CFR 965, Subpart E. Flat rents are always inclusive of u? li? es. In the case of a flat rent set using the FMR, u? li? es should be subtracted before se? ng the rent. The formula to calculate an FMR-based flat rent is (FMR [or SAFMR, Unadjusted Rent (UR) as applicable] x 80%) – U? lity Allowance (UA). This applies to the following community only:

ZIP CODE: 28027 - Larkhaven

BEDROOM SIZE	2024 SAFMR	80% OF SAFMR – UTILITY ALLOWANCE = PROPOSED FLAT RENT	CURRENT FLAT RENT	ADDITIONAL HUD SUBSIDY/REVENUE
	41710	44000 4000 44440	4540	4
3	\$1740	\$1392-\$280= \$1112	\$640	\$472

Prepared by and Return to Concord City Attorney ROD Box

PIN: 5539-42-3541

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 \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023, by Kroger Fulfillment Network LLC, an Ohio limited liability company, whose principal address is 1014 Vine St., Cincinnati, OH 45202 (hereinafter "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord, North Carolina 28026-0308 (hereinafter "Grantee" or "City").

#### WITNESSETH:

WHEREAS, 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: 227 NC HWY 49, Concord, NC 28025, Cabarrus County Property Identification Number (PIN): 5539-42-3541. Being the land conveyed to Grantor by deed recorded in Books and Pages 15714/327 and 15714/331 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Property"); and

WHEREAS, Grantor desires to develop and/or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter "CCDO"), and the Concord Technical Standards Manual (hereafter "Concord Manual"); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measure" or "SCM"), (ii) Grantor's dedication of a non-exclusive access easement to the City, as described in this

Agreement, for inspection and maintenance of the Stormwater Control 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 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 nonexclusive 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 "Exhibit A Easement Survey of FC 11 Project Independence Prepared for Kroger Fulfillment Network LLC" and labeled "New Variable Width Stormwater Control Measure Maintenance Easement (2.489 Acres)" (Sheet 1 of 7, Sheet 3 of 7 and Sheet 4 of 7 (Line Table Sheet 6 of 7 and 7 of 7 and Curve Table Sheet 7 of 7)", for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best stormwater management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control 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 across that portion of the Property shown on the attached Exhibit "A" titled "Exhibit A Easement Survey of FC 11 Project Independence Prepared for Kroger Fulfillment Network LLC" and labeled "New Variable Width Public Sewer and Stormwater Control Measure Access Easement (1.813 Acres)" (Sheet 1 of 7, Sheet 2 of 7, Sheet 3 of 7 and Sheet 4 of 7 (Line Table Sheet 6 of 7 and 7 of 7 and Curve Table Sheet 7 of 7)", 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 thirdparty, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Wet Detention Basin 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. Grantor agrees 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 Wet Detention Basin 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 to 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) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance 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 impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property; transferee's mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.
- 4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, 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 Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor

the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

- 6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.
- 7. Grantor shall, in all other respects, remain the fee owner of the Property, including the areas subject to the SCM Easement, 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 Easement and this Agreement by a prior failure to act.

### 9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: "Notice: The Property is subject to a Stormwater Control 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 Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

"Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_\_\_\_\_, 2023 with and for the benefit of the City of Concord, recorded in Deed 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 accept further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)."

In the event that such conveyance is other than by deed, the above terms of "grantor/grantee" may be substituted by equivalent terms such as "landlord/tenant."

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor does covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever..

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants, conditions and restrictions of record, and all matters of survey.

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 \_\_\_\_\_\_\_, 2023 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND THE SCM ACCESS EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written.

	GRANTOR:
	Kroger Fulfillment Network DLC, an Ohio limited liability company  By:
	Name:
STATE OF OHIO	
COUNTY OF HAMILTON	
Dice President of Kroger Fulfillme	, a Notary Public of the aforesaid County and State, do beared before me this day and acknowledged that he/she is the ent Network LLC, an Ohio limited liability company, and that horized to do so, executed the foregoing on behalf of the limited
WITNESS my hand and notarial seal,	this the 20 day of September, 2023.
Deborah Moore Notary Public, State of Ohio My Commission Expires: April 24, 2024	Notary Public My commission expires: 4/24/24

	GRANTEE:	
	City of Concord, a municipal corporation	
	Ву:	
ATTEST:	By:	
Kim J. Deason, City Clerk [SEAL]		
APPROVED AS TO FORM		
VaLerie Kolczynski, City Attorney		
STATE OF NORTH CAROLINA COUNTY OF CABARRUS		
hereby certify that Kim J. Deason personall City Clerk of the City of Concord and that by the foregoing STORMWATER CONT MAINTENANCE AGREEMENT was appropriately	, a Notary Public of the aforesaid County an ly appeared before me this day and acknowledged that y authority duly given and as the act of the municipal council MEASURE (SCM), ACCESS EASEME proved by the Concord City Council at its meeting held and was signed in its name be	it she is the orporation, NT AND d on
Manager, sealed with its corporate seal and	and was signed in its name b attested by her as its City Clerk.	<i>j</i> 113 210j
	eal, this the, 2023.	
	Notary Public	
	My commission expires:	

#### DBC DESCRIBED BY CENTERLINE **EXHIBIT** A @ IPF CALCULATED CORNER RIGHT-OF-WAY MONUMENT IRON ROD FOUND EASEMENT MARKER PROPERTY LINE STORMWATER CONTROL MEASURES (SCM) EASEMENT GREENWAY EASEMENT PUBLIC SEWER AND SCM ACCESS EASEMENT PUBLIC UTILITY EASEMENT (PUE) 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 THATS TOTAL AREAS SCM: 2.489 (Acres)/ 108,428 (SqFt) GREENWAY: 20.128 (Acres)/ 876,771 (SqFt) SEWER: 1.813 (Acres)/ 78,993 (SqFt) PUE #1: 0.016 (Acres)/ 693 (SqFt) PUE #2: 0.015 (Acres)/ 658 (SqFt) VICINITY MAP (NOT TO SCALE) CARO CERTIFICATION I, TIM VAN GELDER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF OFE SSION PRECISION IS 1: 10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CARQUINA 12 N.C.A.C. 56.1609; PURSUANT TO G.S. 47-30 [F][11][C][4] THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 [M][1]; THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS -3660 & SURVEY NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON. THIS 3RD YAN GE DAY OF AUGUST 2022 TIM VAN GELDER, PLS AICKIMG CREED To 2022 08 05 59 21 18 0107 L-3660 NOTES SHEET 2 SHEET 4 1. SUBJECT PROPERTY SURVEYED AND MAPPED NC 49 IVARIABLE VIIDTH RAW PER NC DOT PROJ. 8, 166 (1003) FOR: (KROGER FULFILLMENT NETWORK LLC) 2. AREA BY COORDINATE COMPUTATION METHOD. NEW 30' PUE ALL DISTANCES ARE HORIZONTAL GROUND (0.016 Acres) DISTANCES IN U.S. SURVEY FEET. PROPERTY SUBJECT TO ANY VALID & **ENFORCEABLE EASEMENTS, RESTRICTIONS, &** KROGER FULFILLMENT NETWORK, LLC TAX PARCEL:555394235410000 DB 15714 PG 327 2,012,924 SD. FT. 46,210 ACRES RIGHTS OF WAY. SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY. NEW VARIABLE WIDTH PUBLIC SEWER AND STORMWATER CONTROL MEASURE ACCESS EASEMENT (1.813 Acres) NEW VARIABLE WIDTH STORMWATER SHEET 6 SHEET 3 SHEET 5 CONTROL MEASURE MAINTENANCE EASEMENT 2.489 Acres) EXISTING 60" SENER NEW 30' PUE (0.015 Acres) THE RIGHT-OF-WAY PER DU 448 PG 34 NEW VARIABLE WIDTH GREENWAY EASEMENT (20.128 Acres)



## MCKIM&CREED

ENGINEERS, SURVEYORS, AND PLANNERS
1730 VARSITY DRIVE
SUITE 500
RAI FIGH N.C. 27606

FIRM NO. F-1222

RALEIGH N.C. 27606 TEL:(919)233-8091

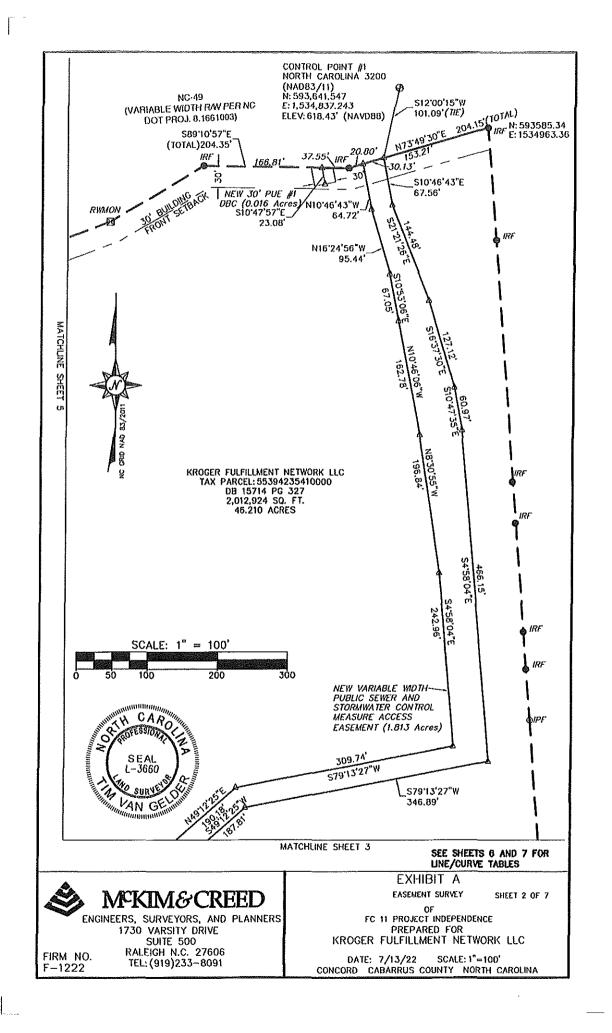
#### EXHIBIT A

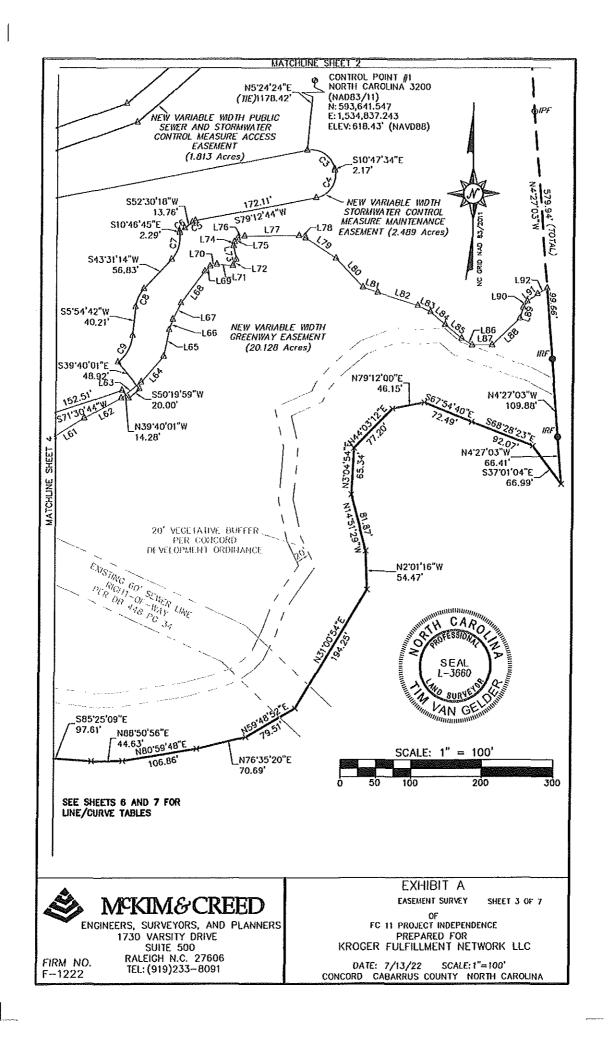
EASEMENT SURVEY

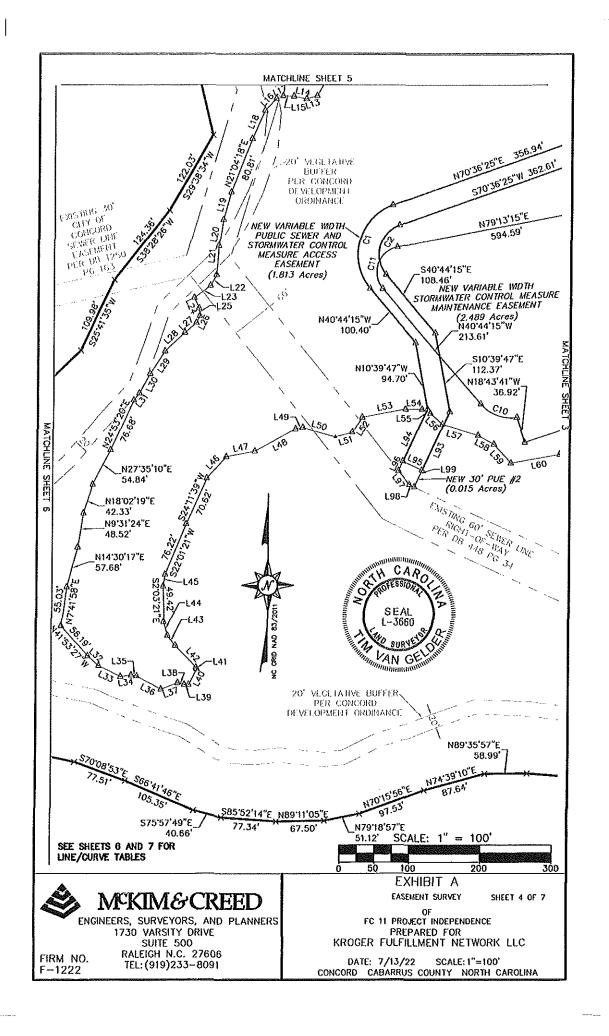
SHEET 1 OF 7

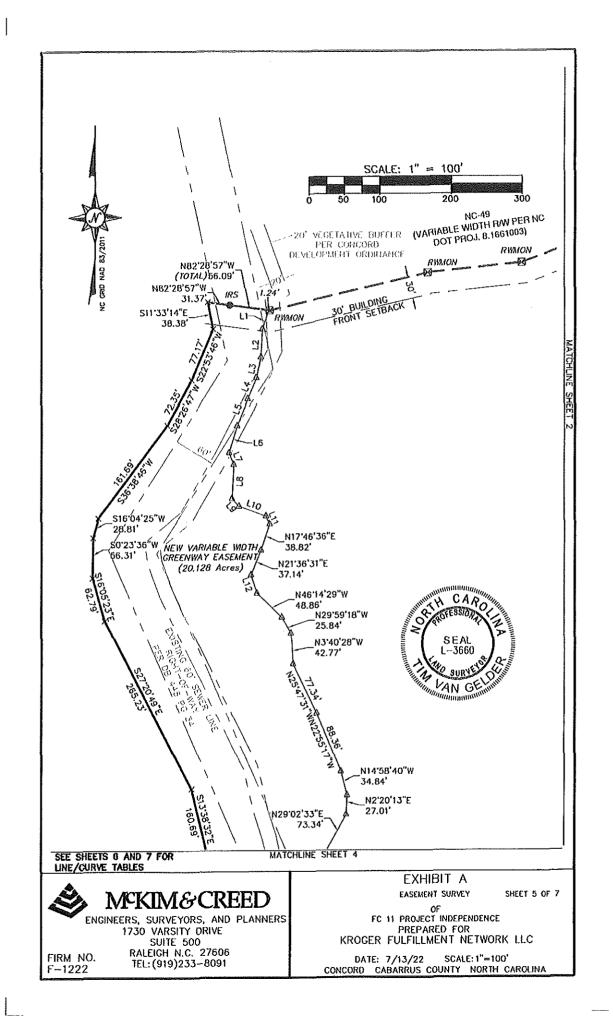
FC 11 PROJECT INDEPENDENCE
PREPARED FOR
KROGER FULFILLMENT NETWORK LLC

DATE: 7/13/22 SCALE: NOT TO SCALE CONCORD CABARRUS COUNTY NORTH CAROLINA

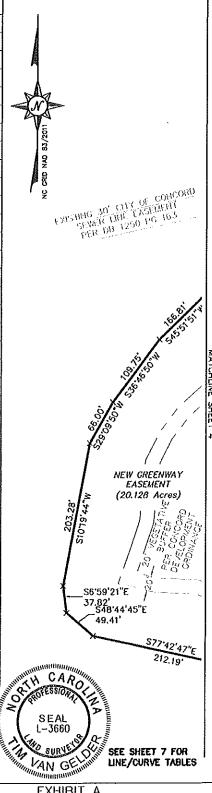


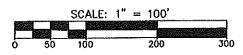






Line Table         Line #         Line Table           Line #         Direction         Length         Line #         Direction         Length           L1         \$17'51'38"W         27.87'         L38         \$75'27'15"W         9.3           L2         \$89'58'08"W         6.0           L3         \$89'58'08"W         6.0           L4         \$827'12'52"W         24.6           L4         \$822'30'50"E         2.4           L5         \$821'33'55"E         40.97'         422         \$43'32'59"E         42.2	
L1         S17'51'38"W         27.87'         L38         N75'27'15"W         9.3           L2         N02'41'54"E         39.20'         L39         S89'58'08"W         6.0           L3         N11'51'41"E         29.61'         L40         S27'12'52"W         24.6           L4         N22'27'01"E         31.66'         L41         S22'30'50"E         2.4	
L2         N02'41'54"E         39.20'         L39         S89'58'08"W         6.0           L3         N11'51'41"E         29.61'         L40         S27'12'52"W         24.6           L4         N22'27'01"E         31.66'         L41         S22'30'50"E         2.4	
L3 N11'51'41"E 29.61' L40 S27'12'52"W 24.6  L4 N22'27'01"E 31.66' L41 S22'30'50"E 2.4	4'
L4 N22'27'01"E 31.66' L41 S22'30'50"E 2.4	7'
	2'
15 N21'33'55"E 40.97' L42 S43'32'59"F 42.2	1'
112.00 00 L 10.00 L 010 01.00 L 010 L	2'
L6 N16'32'50"E 39.42' L43 S37'03'21"E 17.9	1'
L7 N21'28'53"W 17.87' L44 S15'45'43"E 19.9	9'
LB N02'35'36"E 47.94' L45 S09'47'44"W 17.2	2'
L9 N42'00'59"W 14.38' L46 S41'35'56"W 40.4	2'
L10 N70'16'26"W 40.20' L47 S79'05'36"W 40.4	3,
L11 N21'55'58"W 11.87' L48 S61'23'12"W 65.1	0,
L12 N17'49'53"W 27.16' L49 S79'53'32"W 9.9	4'
L13 N73'00'44"E 15.57' L50 N74'31'06"W 48.1	4'
L14 S78'02'34"E 17.87' L51 S75'00'13"W 24.9	4'
L15 S87'15'03"E 15.17' L52 S33'25'41"W 25.1	0,
L16 N43'46'14"E 22.85' L53 S79'29'39"W 63.0	2*
L17 N67'53'18"E 10.45' L54 S69'36'24"W 23.4	0,
L18 N23'55'27"E 43.36' L55 N62'42'54"W 13.4	2'
L19 N15'28'35"E 40.10' L56 N47'53'40"W 22.7	8'
L20 N08'49'23"E 36.54' L57 N73'01'13"W 52.8	7'
L21 N03'57'13"E 41.30' L58 N60'10'25"W 25.5	1'
L22 N28'45'29"E 17.55' L59 N41'48'20"W 35.5	9'
L23 N53'30'45"E 28.42' L60 S79'46'03"W 69.2	9'
L24 N23'59'40"W 16.14' L61 S57'45'13"W 49.0	1'
L25 N06'57'48"W 10.59' L62 S61'55'21"W 60.0	4*
L26 N26'25'18"E 10.88' L63 S50'38'29"W 35.7	4'
L27 N49'03'11"E 21.33' L64 S40'50'24"W 47.5	1'
L28 N46'10'32"E 37.49' L65 S11'54'23"W 37.9	1'
L29 N33'46'52"E 38.06' L66 S19'19'24"W 15.7	0'
L30 N28'49'38"E 31.12' L67 S27'35'15"W 25.6	1'
L31 N39'29'15"E 12.73' L68 S37'02'41"W 56.1	3,
L32 S49'28'27"E 21.53' L69 S46'23'52"W 10.1'	7'
L33 N63'31'12"W 34.40' L70 S74'17'17"W 9.80	3*
L34 S82'31'04"W 15.66' L71 N84'53'22"W 22.6	4'
L35 N80'05'26"W 7.99' L72 S27'36'58"W 9.97	·
L36 N61'38'52"W 39.15' L73 S11'33'21"E 19.2	1'
L37 S68'56'44"W 25.08' L74 S12'28'19"W 6.20	)'







ENGINEERS, SURVEYORS, AND PLANNERS

FIRM NO. F-1222

1730 VARSITY DRIVE SUITE 500 RALEIGH N.C. 27606 TEL: (919)233-8091

EXHIBIT A

EASEMENT SURVEY

SHEET 6 OF 7

OF
FC 11 PROJECT INDEPENDENCE
PREPARED FOR
KROGER FULFILLMENT NETWORK LLC

DATE: 7/13/22 SCALE: 1"=100'
CONCORD CABARRUS COUNTY NORTH CAROLINA

	Line Toble	
Line #	Direction	Length
L75	\$41°39'48"W	6.77'
L76	S70'00'47"W	9,56'
L77	S89'42'38"W	76.60
L78	N70'41'45"W	10.22
L79	N56*18*58*W	51.22'
L80	N43'07'21"W	56.11
L81	N70'07'37"W	21.92
L82	N72'14'07"W	59,69'
L83	S63'51'38"E	20.03
1.84	N49'16'25"W	27.87
1.85	N50'40'04"W	30.09
L86	N57'35'04"W	17.67
L87	N89'58'01"W	28.23
L88	\$45'37'42"W	54.03
L89	S16'20'45"W	15.60'
L90	S34'26'41"W	10.35
L91	S52'17'48"W	18.04
L92	S59'57'37"W	15.54
L93	N24'51'48"E	90.34
L94	N24'51'48"E	80.73
t.95	\$65'08'12"E	30.00'
L96	S24'51'48"W	15.00'
L97	N38'42'42"W	24.62'
L98	N65'08'12"W	7.96'
L99	S24'51'48"W	25.95'



			Curv	e Table		
Curve #	Radius	Length	Tangent	Chord Bearing	Ch. Length	Delta
C1	73.50'	142.83	107.64	S14'56'05"W	121.40'	111'20'40"
C2	43.50'	84.53'	63,70'	S14'56'05"W	71,85'	111'20'40"
C3	33.00	51.83'	32.99'	N55'47'09"W	45.66'	089'59'10"
C4	33.00	51.84	33.00'	N34'12'26"E	46.67	090,00,00,
C5	10.00'	4.66'	2.37'	S65'51'31"W	4,62'	026'42'27"
C6	32.30'	8.89*	4.47'	N60'23'20"E	8.86'	015'46'04"
C7	42.60	40.40'	21.86*	N16'23'10"E	38.90'	054'20'12"
C8	44.00	28.65'	14.85'	S24'34'01"W	28.15'	037'18'37"
C9	56.00'	44.14	23.29'	N28'29'34"E	43.01'	045'09'43"
C10	56.00	56.05'	30.62'	S69'24'38"E	53.74	057'20'46"
C11	36.00	75.41'	62.37'	S19*16'08"W	62.36'	120'00'44"



## MCKIM&CREED

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1730 VARSITY DRIVE
SUITE 500
NO. RALEIGH N.C. 27606
TEL: (919)233-8091

FIRM NO. F-1222

## EXHIBIT A

EASEMENT SURVEY

SHEET 7 OF 7

OF FC 11 PROJECT INDEPENDENCE PREPARED FOR KROGER FULFILLMENT NETWORK LLC

DATE: 7/13/22 SCALE: 1"=100' CONCORD CABARRUS COUNTY NORTH CAROLINA



## Wet Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

	em (check one):  X does not	incorporate a vegetated filter at the outlet.	
	em (check one):  X does not	incorporate pretreatment other than a forebay.	
mportan	t maintenance procedu	res:	
_	vegetated shelf and peneeded, until the plantal No portion of the wet fertilization that is reconstructed. Stable groundcover stable groundcover stable and to the vegetated to		
	flushing of sediment to maximum extent pract		
-	Once a year, a dam sa	efety expert should inspect the embankment.	

After the wet detention pond is established, it should be inspected once a month and within 24 hours after every storm event greater than 1.0 inches. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	the Areas of bare soil and/or Regrade the soil if no	
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
swale	F(2) • • 1 1	
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the	Regrade the swale if necessary to
	swale.	smooth it over and provide erosion control devices such as reinforced
		turf matting or riprap to avoid future problems with erosion.
The foreloan	Sediment has accumulated to	Search for the source of the
The forebay	1	
	a depth greater than the	sediment and remedy the problem i
	original design depth for	possible. Remove the sediment and
	sediment storage.	dispose of it in a location where it
		will not cause impacts to streams o
	The size has a second	the SCM.
	Erosion has occurred.	Provide additional erosion
		protection such as reinforced turf
		matting or riprap if needed to
		prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by
		hand. If pesticide is used, wipe it of
		the plants rather than spraying.
The vegetated shelf	Best professional practices	Prune according to best professions
	show that pruning is needed to maintain optimal plant health.	practices
		Determine the source of the
	Plants are dead, diseased or	
	dying.	problem: soils, hydrology, disease,
		etc. Remedy the problem and
		replace plants. Provide a one-time
		fertilizer application to establish the
		ground cover if a soil test indicates
	Woods are present	it is necessary.
	Weeds are present.	Remove the weeds, preferably by
		hand. If pesticide is used, wipe it of the plants rather than spraying.
The main treatment area	Sediment has accumulated to	Search for the source of the
	a depth greater than the	sediment and remedy the problem i
	original design sediment	possible. Remove the sediment and
	storage depth.	dispose of it in a location where it
		will not cause impacts to streams of the SCM.
	Algal growth covers over	Consult a professional to remove
	50% of the area.	and control the algal growth.
	Cattails, phragmites or other	Remove the plants by wiping them
	invasive plants cover 50% of	with pesticide (do not spray).
	the basin surface.	( ( ),

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

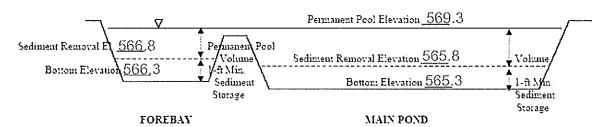
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or equivalent as-built elevations. (Indicate which is being indicated in this document.) Approved design is provided

When the permanent pool depth reads 3.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 2.5 feet in the forebay, the sediment shall be removed.

## BASIN DIAGRAM (fill in the blanks)



# GRANT PROJECT ORDINANCE FY24 State Aid to Airports

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 **State Aid to Airport Projects.** 

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

#### Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
451-4357000	STATE AID	7,993,099	10,420,776	2,427,677
451-4357000				
451-4603400				
451-4603400	FUTURE GRANTS _	398,000	0	(398,000)
	Tota	al		2,029,677

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

Expenses/Expenditures				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
6300-5800442				
6300-5800442	HANGAR TAXILANE REHAB	1,715,950	3,876,863	2,160,913
6310-5986000				
6310-5986000	TRANSFER TO AVIATION	398,000	266,764	(131,236)
	Total			2,029,677

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

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

CITY COUNCIL CITY OF CONCORD
NORTH CAROLINA
William C. Dusch, Mayor

CITY COLINCII

ATTEST:	
Kim Deason, City Clerk	Valerie Kolczynski, City Attorney

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#### Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
451-4357000 451-4357000	STATE AID	10,420,776	10,720,776	300,000

Total 300,000

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

Expenses/Expenditures					
Account	Title	Current Budget	Amended Budget	(Decrease) Increase	
6300-5800441					
6300-5800441	NORTH APRON EXPANSION	4,122,060	4,422,060	300,000	
	Total			300,000	

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CITY COUNCIL CITY OF CONCORD NORTH CAROLINA	
William C. Dusch, Mayor	

ATTEST:	
Kim Deason, City Clerk	Valerie Kolczynski, City Attorney



# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR J. ERIC BOYETTE SECRETARY

07/06/2023

Ms. Pam Hinson, Finance Director City of Concord PO Box 308 Concord, NC 28026-0308

RE: NOTIFICATION OF STIP AWARD

Dear Ms. Hinson:

The State Transportation Improvement Program (STIP) is a 10-year State and Federal-mandated plan that identifies the construction funding for, and scheduling of, transportation projects throughout the state. STIP project requests from all transportation modes are submitted, ranked, and selected via a centralized NCDOT prioritization process. The Department is funding these projects at 100%.

On behalf of Governor Roy Cooper, Transportation Secretary J. Eric Boyette, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been programmed for **Concord-Padgett Regional Airport**, Project Request No. 2247 for State Fiscal Year (SFY) 2024 and were approved at the July 6, 2023 Board of Transportation Meeting for **TIP** #AV- 5892, from the State Transportation Improvement Program (STIP).

Any disbursement of funds described or contemplated herein is subject to appropriation by the General Assembly and appropriate approval or authorization from the Department and/or Board of Transportation.

The specific work elements and funding allocation is noted below:

Award ID	Description	State Funds	Local Funds
48402.3.1	Construct North Apron Expansion	\$300,000	\$0

Upon receipt of this award letter, the NCDOT Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The NCDOT Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE and Discretionary funds) for use toward other projects.

Mailing Address: NC DEPARTMENT OF TRANSPORTATION DIVISION OF AVIATION 1560 MAIL SERVICE CENTER RALEIGH, NC 27699-1560 Telephone: 919-814-0550 Fax: 919-840-9267 Location: RDU AIRPORT 1050 MERIDIAN DRIVE MORRISVILLE, NC 27560

Website: www.ncdot.gov/aviation

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

—pocusigned by: Kebewa Gallas

Rebecca Gallas, P.E. Director of Aviation

#### RJG/ah

cc: Governor Roy Cooper
J. Eric Boyette, Secretary NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation
Ted Budd, United States Senate
Thom Tillis, United States Senate
Richard Hudson, United States Congress
Anthony T. Lathrop, BOT Representative
Dirk Vanderleest, Aviation Director
Susan Green, Assistant Aviation Director
Brett Canipe, P.E., Division 10 Engineer



Airp	ort Name	Concor	Concord Regional Application Number 1000019068				
Airp	ort ID	JQF		Vendor ID		1000024245	
Proj	ect Request	000022	247	WBS		48402.3.1	
Desc	cription	CONST	TRUCT NORTH APRON EXPANSION				
Long	g Description	Apron 6	expansion to the North to accommodate the fu	iture.			
			Reque	st For Ai	d		
	Name of Agency		CITY OF CONCORD				
_	Contact Person		Dirk Vanderleest				
Address			DBA CONCORD REGIONAL AIRPORTPO Box 308 CONCORD, NC 28026-0308				
	Telephone Number		+1 (704) 920-5912	E	Email	vanderleestd@concordnc.gov	
	Name of Budget Off	icial *	Jessica Jones				
ing	Title *		Finance Manager				
Accounting	Address *		35 Cabarrus Avenue West				
Acc			Concord, NC 28025				
	Telephone Number	*	704-920-5209	En	mail *	paynel@concordnc.gov	
	Name of Firm		Talbert, Bright & Ellington, Inc. Attn				
ant	Project Manager		Brian Salyers				
Consultant	Address		3525 Whitehall Drive, Suite 210				
Cor			Charlotte, NC 28273				
	Telephone Number		704-426-6070	Е	mail	bsalyers@tbeclt.com	
	•		•				

# **Certification of Local Funds and Accounting Information**

STATE AID AIRPORTS	PROJECT		STATE	MATCH/AIP	GRANT	FEDERAL BLOCK GRANT PROGRAM	
Approved Project Cost	30	00,000	\$0	Compute Lo	ocal Matching:	Based on Percentage	
Local Matching Funds Re	quired: \$	0.00 re	epresenting a	0.00000%	local share of the	project	
If this is a Federal Aid (AIP)	Project indicate	Federal Pro	ject Number		3-37-0015-015-	2022	

# **WORK ELEMENTS AND FUNDS REQUESTED (round funds to the nearest dollar)**

Work Element	State Aid Fequested	FAA Funds Proposed	Local Funds Commited	Total Estimated Cost
	300,000	2,912,787	88,917	
TOTALS				



Airport Name	Concord Regional	Application Number	1000019068
Airport ID	JQF	Vendor ID	1000024245
Project Request	00002247	WBS	48402.3.1

Code 8	Category of Expenditure	Estimated Cost
Remaining Amount (Informational Only)		\$0.00
A101 - Administrative Expense		
A102 - Preliminary Eng.,Planning,Testing		
A103 - Land Acq.,Str./Utility Relocation		
A104 - Engineering Services Basic Fees		
A105 - Project Inspection, QA, Testing		
A106 - Const. & Project Improvement Cost		300,000
A107 - Equipment(i.e.navaids, Fire Truck		
A108 - Miscellaneous(specify)		
A109- In-Kind		
Expenditure & In-Kind Total		300,000

○ Billable ○ Non-Billable

Estimated Project Funding	Percent	Project Req Amt	Amount
FEDERAL	0.00000%	\$0.00	\$0.00
FEDERAL	0.00000%	2,912,787 \$0.00	2,912,787 \$0.00
STATE	100.00000%	\$0.00	\$0.00
LOCAL	0.00000%	\$0.00	\$0.00

Cash Flow						
Year(s) YYYY	1st Quarter July 1 - Set. 30	2nd Quarter Oct. 1 - Dec. 31	3rd Quarter Jan. 1 - Mar. 31	4th Quarter April 1 - June 30	Total	Add
	75,000	75,000	75,000	75,000		Remove
Total						

# **Application Request Certifications**



Airpor	t Name	Concord Regional		Application Number	1000019068		
Airpor	t ID	JQF		Vendor ID	1000024245		
Projec	t Request	00002247		WBS	48402.3.1		
	I hereby certify that the local matching share for this project has been officially approved, placed into the budget of the Sponsoring local governmental unit and will be available for expenditure upon execution of the State Aid to Airports Grant Agreement and start of this project. I further certify that the authority of the Sponsoring local governmental unit to enter into contracts with the state of North Carolina has been reviewed by the governmental attorney and, in his opinion, the Sponsoring local governmental unit is duly authorized to commit the Sponsor to an Agreement with the North Carolina Department of Transportation.  I further certify that all expenditures of this project will be accounted for in a manner consistent with the requirements of the State Auditor, that the Sponsor has made appropriate arrangements to have its accounts audited on an annual basis in conformance with the Single Audit Act of the State of North Carolina, and that each annual Single Audit will contain the required information about this project.					that the ernmental lorth Carolina	
	I certify that, to the best of my knowledge, the estimated costs shown above were derived from careful analysis of the project , include all anticipated project expenses, and represent the intended budget of the Sponsor for this project.						
	I acknowledge the above DBE/MBE/WBE goal and certify that it was used in the bid documents for the project according to applicable federal law CFR Title 49 Part 26 and state statutes GS 136-28.4; EO 106: GS 143-48; GS 136-28.10.						
			Name		Title	Pin	Date
Sponse	or/Representative	Authorization					

## AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

<u>Revenues</u>					
Account	Title	Current Budget	Amended Budget	(Decrease) Increase	
100-4370000	Fund Balance Appropriated	7,250,044	7,252,544	2,500	
	Total			2,500	

# **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4190-5470043	Golf Tournaments	8,400	10,900	2,500
		Total		2,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Vegan Love Culture Foundation.

Adopted this 12th day of October, 2023.

		CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
ATTEST:		William C. Dusch, Mayor
	Kim Deason, City Clerk	 VaLerie Kolczynski, City Attorney

# AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

<u>Revenues</u>					
Account	Title	Current Budget	Amended Budget	(Decrease) Increase	
100-4370000	Fund Balance Appropriated	7,250,044	7,322,270	72,226	
	Total			72,226	

# **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4910-5570000	Land-Capital	0	72,226	72,226
	•	Total		72,226

Reason: To appropriate unspent funds appropriated in the prior year to cover additional costs related to the purchase of the McGill property.

Adopted this 12th day of October, 2023.

		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 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, 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:

	Rev	<u>renues</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
100-4332400	Utility Franchise Tax	4,818,092	4,843,319	25,227
100-4323100	1% Local Gvt Opt SIs Tx	11,903,867	11,977,520	73,653
100-4323200	½%-Article 40 Sales Tax	5,705,117	5,746,750	41,633
100-4323300	1/2%-Article 42 Sales Tax	6,103,894	6,150,882	46,988
100-4323400	1/2%-Article 44 Sales Tax	5,017,722	5,043,088	25,366
	Total			212,867

# **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4190-5992000	Contingency	1,068,835	1,281,702	212,867
	7	Total		212,867

Reason: To appropriate excess FY23 sales tax to contingency.

Adopted this 12th day of October, 2023.

		CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
ATTEST:	16: D 0: 01 1	William C. Dusch, Mayor
	Kim Deason, City Clerk	Val erie Kolczynski, City Attorney

ORD.

# CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the Airport Projects.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the Federal Aviation Administration.

SECTION 3. SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

	Reve	enues enues		
<b>Account</b> 680-4406000	<b>Title</b> Retained Earnings Appropriation	Current Budget 770,993	Amended Budget 912,730	(Decrease) Increase 141,737
	Total	I		141,737

Section 4. The following amounts are appropriated for the project

	Expenses/E	xpenditures		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4530-5550000	Equipment-Capital	148,000	289,737	141,737
	Total	l		141,737

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of October, 2023.

	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

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

SECTION 1. The project authorized is the Airport Projects.

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

Section 3. The following amounts are appropriated for the project

Account	Expenses/Ex Title	Current Budget	Amended Budget	(Decrease) Increase
6306-5500449 6306-5500449 6306-5986000	Long Term Parking Upgrade	2,054,576	1,239,190	(815,386)
6306-5986000	Transfer To Aviation	1,500	816,886	815,386
	Total			0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of October, 2023.

	CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
	William C. Dusch, Mayor
ATTEST:	
Kim Deason, City Clerk	Valerie Kolczynski, City Attorney



# Community Development Block Grant Program (CDBG)

# Policies and Procedures Manual

City of Concord

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

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#### I. INTRODUCTION

The Community Development Block Grant (CDBG) Program

The City of Concord receives a yearly allocation of Community Development Block Grant Program (CDBG) funding as an Entitlement grantee from the U.S. Department of Housing & Urban Development (HUD). As required by this program, the City of Concord contractually agrees to implement the program in accordance with the Housing and Community Development Act of 1974, the related CDBG program regulations in 24 CFR 570, and all cross cutting federal regulations. The City of Concord's grants management system is structured to comply with HUD and the Office of Management and Budget's (OMB's) regulations for governmental and public agencies found in related CDBG program regulations in 24 CFR 570. All CDBG allocations are subject to the regulations detailed in 2 CFR Part 200 (formerly, OMB Circulars A-110 (2 CFR Part 225), OMB Circulars A-110 and A-122 (2 CFR Part 230)), and OMB Circulars A-87 and A-133.

#### Purpose of Policies and Procedures

This Policies and Procedures Manual is offered to provide an overview of the City of Concord's policies and procedures that pertain to the federal Community Development Block Grant Program. This Manual is not a substitute for CDBG Program regulations, but this information is provided in addition to the federal regulations. Although this Manual was developed with reasonable care and diligence, it is not fully comprehensive, and it does not include all of the requirements that affect the uses of CDBG Program funds. The City of Concord reserves the right to implement additional policies as needed.

This Policies and Procedures Manual addresses the following purposes:

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

#### Amendments to Policies and Procedures

As an administrative document, this Manual may be amended at any time with the approval of the Concord City Council.

A copy of this Manual will be distributed to key stakeholders prior to each funding cycle and the copy is available at <a href="https://www.concordnc.gov/Departments/Planning/Community-Development/Plans-Reports">https://www.concordnc.gov/Departments/Planning/Community-Development/Plans-Reports</a>.

#### Key Documents Governing the CDBG Program

The CDBG Program is administered in compliance with a complex structure of federal and local rules. The principal documents describing these rules, as well as the goals and performance of the City of Concord, are summarized in the table below.

Authority	Documents	Description	Links
Federal	CDBG Regulations and Guidance	Provides the binding rules (Code of Federal Regulations), agency guidance and advice for the CDBG program nationally.	CDBG Laws and Regulations: https://www.hudexchange.info/programs/cdb g/cdbg-laws-and-regulations/
			Training materials on CDBG Program: <a href="https://www.hudexchange.info/resource/19">https://www.hudexchange.info/resource/19</a> /basically-cdbg-training-guidebook-and-slides/
Consortium	Consolidated Plan	Required plan that contains needs assessment, housing market analysis, priorities and strategies for use of CDBG funds over the five-year period ending June 30, 2024.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/Consolidated %20Plan%202020-2024.pdf
Consortium	Analysis of Impediments to Fair Housing Choice	Required assessment of Fair Housing issues in the tri-county region and measures to address them.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/Fair_Housing _Impediments_July_2020.pdf
Consortium	Action Plan	Time-specific goals and annual budget describing how the available CDBG resources will be spent.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/Consolidated ActionPlan2023-2024.pdf
Consortium	CAPER	Annual performance report on the actual use of CDBG funds and what was produced.	chrome- extension://efaidnbmnnnibpcajpcglclefindm kaj/https://apps.concordnc.gov/legacy/plann ingweb/CommunityDevelopment/CAPER202 1-2022.pdf

#### **Contact Information**

For any questions about this Manual, please contact:

Pepper Bego, Federal Programs Coordinator Planning & Neighborhood Development Department City of Concord 35 Cabarrus Avenue West Concord, NC 28025

Phone: (704) 920-5152

Email: <a href="https://concordnc.gov/Departments/Planning/Contact-Us">https://concordnc.gov/Departments/Planning/Contact-Us</a> or <a href="https://concordnc.gov/Departments/Planning/Contact-Us">Contact Form</a>

For CDBG Program questions, contact the Greensboro HUD Office:

Greensboro HUD Office Ashville Building 1500 Pinecroft Road, Suite 401 Greensboro, NC 27407-3838 Phone: (336) 547-4000

Fax: (336) 547-4138 TTY: (336) 547-4054 NC Relay: 711 (Voice/TTY)

#### **CDBG Regulations**

The CDBG program is a complex federal program that grew from eight distinct national programs. The CDBG regulations were dramatically revised from 1995 to 2006, primarily to add more flexibility for grantees when carrying out funded activities, to reflect statutory changes, and to respond to audits of the program by the Inspector General.

The basic program regulations governing management and administrative systems for the CDBG program are in 24 CFR Part 570, Subpart J. Other important CDBG program requirements such as civil rights laws, National Environmental Policy Act, Anti-displacement and Relocation Assistance Act, Americans with Disabilities Act, Davis- Bacon Act, etc. are in 24 CFR 570 Subpart K. Subrecipients shall also comply with 2 CFR 200, Uniform Administrative Requirements, cost Principles and Audit Requirements for Federal Awards. This manual provides the highlights of the most common federal regulations that apply to most CDBG-funded applications. For more information on CDBG programs and HUD regulations, please visit and <a href="https://www.hudexchange.info/programs/cdbg/">https://www.hudexchange.info/programs/cdbg/</a> and search for resources, trainings and toolkits.

#### **CDBG Program Management**

The City of Concord's Planning and Neighborhood Development Department administers the City's CDBG programs and is responsible for ensuring that the activities of the CDBG Program are conducted in compliance with the Act and federal implementing regulations. HUD is responsible for monitoring participating jurisdictions to ensure compliance with CDBG program requirements.

The City is required to complete an array of plans and reports for the use of CDBG funds. Program management includes development of the five-year Consolidated Plan, the annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER), compliance with the Citizen Participation Plan, Analysis of Impediments to Fair Housing, creating environmental review records, monitoring, and other required reporting per 24 CFR Part 570.

To achieve the national objectives, the City awards funds through a competitive process to Subrecipients. The Subrecipient is a public or private nonprofit agency, authority, or organization that receives CDBG funds from the City to undertake eligible activities.

#### **CDBG National Objectives**

The primary objective of the programs authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)). A basic requirement of the CDBG authorizing statute is that the primary objective of the program is the development of viable communities by the provision of decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate- income.

The program rules state that to be eligible for funding, every CDBG-funded activity must qualify as meeting one of the three (3) national objectives of the program. This requires that each activity, except certain activities carried out under the eligibility categories of Planning and Capacity Building, Program Administration, and Technical Assistance, meet specific tests for either:

- 1. The project must <u>benefit low- and moderate-income persons</u>. The LMI national objective is often referred to as the "primary" national objective because the statute requires that recipients expend 70 percent of their CDBG funds to benefit LMI persons.
- 2. The project must eliminate slum and blight as defined by HUD.
- 3. The project must <u>meet an urgent need</u> because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs.

#### National Objective #1 – Benefit to Low and Moderate Income (LMI) People

The benefit to low and moderate-income individuals (also known as Low/Mod or LMI) is the "primary" National Objective because Federal regulations require that 70% of the proposed activities, when taken as a whole, will not benefit moderate-income persons to the exclusion of low-income persons. This does not mean that the activity must include both low- and moderate-income beneficiaries, but it further ensures that the CDBG program will primarily benefit low-income persons. The definition of a low- or moderate-income person or household is having an income equal to or less than the income limits that are established by HUD. HUD publishes new income limits for each fiscal year typically in the Spring. The current HUD income limits are listed on the City's website at <a href="https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#CDBG">https://concordnc.gov/Departments/Planning/Community-Development/Federal-Grant-Programs#CDBG</a>.

The four categories of activities that can be used to meet the LMI objective are listed below:

- Area benefit activities
- Limited clientele activities.
- Housing activities
- Job creation or retention activities.

#### National Objective #2 – Prevention or Elimination of Slums or Blight

This category covers activities that aid in the prevention or elimination of slums or blight in designated areas.

#### Examples include:

- Rehabilitation of substandard housing located in a designated blight area when the housing is brought up to standard conditions;
- Emergency repairs that are urgent in nature and are necessary to protect the health and safety of the occupants;
- Infrastructure improvements in a deteriorated area; and
- Economic development assistance in the form of a low-interest loan to a business as an inducement to locate a branch store in a redeveloping blighted area.

Projects may qualify if benefiting an area defined under state or local law as a slum or blighted area, and which contains a substandard number of deteriorating or dilapidated building or infrastructure. To meet eligibility requirements, the activity must be designed to address one or more of the conditions which qualified the area as slum and blighted. Residential rehabilitation qualifies if the property is considered substandard per local definition.

#### National Objective #3 – Urgent Need

This category provides funding to meet other community development needs with urgency because existing conditions that pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available, which also includes natural disasters. HUD provided additional funding under this objective during the global pandemic. The City received two (2) rounds of CDBG CARES Act (CDBG-CV) to address the needs within the City during this unprecedented time.

More information about the CDBG Program's National objectives can be accessed via the link below: <a href="https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/">https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/</a>

#### **HUD Objectives and Outcomes**

All eligible activities must also be associated with HUD's performance measurement framework which includes three objectives and three outcomes.

The three objectives include:

- <u>Decent Housing</u>: The activities that typically would be found under this objective are designed to cover the wide range of housing possible under HOME, CDBG, HOPWA or ESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- <u>Suitable Living Environment</u>: In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- <u>Creating Economic Opportunities</u>: This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

#### The three outcome categories include:

- <u>Availability/Accessibility</u>: This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate- income people where they live.
- <u>Affordability</u>: This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- <u>Sustainability</u>: This outcome promotes livable or viable communities through activities that improve communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

#### Consolidated Plan and Annual Action Plan

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

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

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

HUD requires that the public be given the opportunity to comment on the Consolidated and Annual Action plans for no less than 30 days (24 CFR Parts 91.200). To fulfill this requirement, the City, following the procedures in its Citizen Participation Plan, publishes a notice of the plan in the local newspaper and posts notices at highly visible locations, including the City Hall Building, located at 35 Cabarrus Avenue West in Concord, NC. To ensure that the City provides several opportunities for the required information to be viewed by citizens for comments, at a minimum, the full documents are available on the City's website at <a href="https://www.concordnc.gov/Departments/Planning/Community-Development">https://www.concordnc.gov/Departments/Planning/Community-Development</a>. The City also shares information on all of its social media platforms to promote the draft plans and to

encourage comments. Prior to the global pandemic, public hearings were held at the City Hall Building that can accommodate individuals with disabilities. The City also provided accommodations for non-English speaking residents to provide comments. The City now offers virtual public hearings to receive citizen comments and questions about the planned uses of its federal funds. The City has continued to offer virtual public hearings for citizens because of the tremendous increase in feedback from citizens that is received during each comment period through the City's public engagement software system (PublicInput.com).

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

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

The Annual Plan is required to include the following elements:

- Form Application Standard Form 424
- Federal and Other Resources Available
- Activities to Be Undertaken
- Geographic Distribution
- Homeless and Other Special Needs Activities
- Other Actions:
  - Address obstacles in meeting underserved needs, such as foster and maintain affordable housing, remove barriers to affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty level families, develop institutional structure and enhance coordination between public and private housing and social service agencies and foster public housing improvements and resident initiatives.
  - o Reference to the annual revisions of the action plan prepared for the CDBG funds expected to be available during the program year including any program income that will have been received before the start of the next program year and that has not yet been programmed.
  - o Amendments to the Consolidated Plan.

#### Consolidated Plan /Action Plan Amendments

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

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

#### II. CDGB PROGRAM RESPONSIBILITIES

#### The City of Concord's Responsibilities

As a Community Development Block Grant (CDBG) entitlement community, the City of Concord receives CDBG funds directly from the U.S. Department of Housing and Urban Development and the City is responsible for managing these funds. The City of Concord must submit the plan for expenditures to HUD and provide reports that detail each amount that is drawn down and spent for CDBG activities. The City of Concord is responsible for completing all administrative duties that are listed below on behalf of the CDBG program:

- Preparing and submitting the Annual Action Plan and revises the Plan as required by HUD.
- Sending annual agreements to Subrecipients for required signatures.
- Preparing and completing Environmental Review Records for activities.
- Preparing and submitting the Request for Release of Funds to HUD.
- Preparing and submitting the Annual Action Plan (AAP) and Consolidated Annual Performance and Evaluation Report (CAPER) to HUD.
- Preparing and processing all pay requests for each project activity.
- Reviewing program activities and rules to ensure that money is being spent in support of an eligible project and in accordance with HUD rules.
- Setting up files in the Integrated Disbursement and Information System (IDIS) for each project.
- Tracking program income for projects.
- Sending letters and notices regarding any project issues to subrecipients.
- Preparing and updating program forms and documents as needed.
- Responding to Subrecipients' inquiries concerning their projects.
- Providing technical assistance to Subrecipients as needed.
- Monitoring and inspecting all projects for Subrecipients on an annual basis.

#### Written Agreements

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

Written agreements shall contain the following provisions:

- Use of Funds: Description of the CDBG-funded activities, tasks to be performed, schedule for completing tasks, a budget in sufficient detail to effectively monitor performance and the period of the agreement.
- Reversion of Assets/Program Income Requirements: States that program income proceeds, unexpended funds or other assets will be retained by the City of Concord for other eligible activities.
- Uniform Administrative Requirements: Compliance with applicable federal administrative requirements (2 CFR Part 200, 24 CFR Part 200, applicable provisions of 24 CFR Part 85 for governmental entities, and 24 CFR Part 84 for non-profits.)
- Other Program Requirements: Requirements regarding non-discrimination and equal opportunity; affirmative marketing and minority outreach; environmental review; displacement, relocation and acquisition; labor standards; lead-based paint; and conflict of interest.
- Affirmative Marketing: Requirements for affirmative marketing in projects containing five (5) or more CDBG-assisted units.

- Requests for Disbursement of Funds: Requirement that CDBG funds may not be requested until funds
  have been expended as repayment for eligible costs. The amount of each request is limited to the amount
  that is eligible for reimbursement only. Program income must be expended before requesting CDBG
  funds, if applicable.
- Records and Reports: Lists records that must be maintained and information and reports that must be submitted.
- Enforcement of the Agreement: Means of enforcing the provisions of the written agreement. This provision is in the agreement with all parties including owners.
- Duration of Agreements: The agreement must specify the duration of the agreement along with the applicable Period of Affordability based on the project type.
- Amending the Documents: Written agreements may be amended by mutual agreement of the parties
  when regulations and requirements change, or when adjustment to funding levels or other conditions
  related to a specific project are needed.

#### III. GENERAL CDBG PROGRAM POLICIES & PROCEDURES

#### Eligible Activities

The following is a list of approved activities for which CDBG funding can be used. This list is not exhaustive and may not cover all eligible activities.

#### Activities Related to Real Property

- Acquisition of real property including costs of surveys, appraisals, preparation of legal documents, recordation fees, and other costs necessary to effect the acquisition.
- Disposition of real property (through sale, lease, donation, or otherwise) acquired with CDBG funds.
- Code enforcement. The payment of salaries and overhead costs directly related to the enforcement of state and/or local codes in deteriorating or deteriorated areas where such enforcement, along with other services, may be expected to arrest the decline of the area.
- Public improvements or facilities. Acquisition, construction, reconstruction, rehabilitation, or installation of public improvement or facilities such as homeless shelters, nursing homes, neighborhood facilities, streets, sidewalks, curbs, gutters, parks, playgrounds, water and sewer lines, flood and drainage improvements, parking lots, utility lines, etc.
- Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites.
- Rehabilitation of private residences, public housing, and commercial buildings. Types of assistance
  include the following: acquisition of properties; labor, materials, and other costs of rehabilitation of
  properties; energy efficiency; water efficiency; sewer and/or water line connections; lead-based paint
  testing and abatement; tools to be lent to those doing rehabilitation work; accessibility renovations;
  historic preservation; etc.
- Privately-owned utilities. Acquire, construct, reconstruct, rehabilitate, or install the distribution lines and related facilities for privately-owned activities.
- Homeownership assistance (financial assistance to low- and moderate-income persons to assist them in the purchase of a home) including second mortgage assistance, mortgage insurance premium, closing costs, and down payment assistance.
- Interim assistance to arrest severe deterioration or alleviate emergencies.

#### **Activities Related to Economic Development**

- Microenterprise assistance such as financial support, technical assistance, and related services.
- Economic development assistance activities that produce certain public benefits (jobs or retail services)
  through acquisition, construction, rehabilitation, or installation of commercial or industrial buildings,
  equipment, or other improvements. Other activities include financial and technical assistance as well as
  related services.

#### Activities Related to Public Services

• Public services such as job training and employment services; health care and substance abuse services; child care; child prevention; and fair housing counseling.

#### Activities Related to Planning and Administration

• Planning activities including plans; studies; and policy-planning, management, and capacity building activities.

Assistance to Community Based Development Organizations (CBDOs)

• Grants or loans to CBDOs to carry out the following types of projects: neighborhood revitalization, community economic development, and energy conservation.

#### Other Types of Activities

- Payment of non-Federal share of grants in connection with CDBG activities.
- Relocation payments and other assistance for permanently and temporarily relocated individuals, families, businesses, and nonprofit organizations, where appropriate.
- Technical assistance to public or non-profit entities for capacity building.
- Assistance to institutions of higher education with the capacity to carry out other eligible activities.

#### Ineligible Activities

The following is a list of activities for which CDBG funding cannot be used. Generally, any activity not listed as eligible may not be funded with CDBG monies. The following list is not exhaustive and may not cover all ineligible activities.

For more information about ineligible activities, please contact the Housing and Neighborhood Services staff or visit the HUD website at <a href="http://www.hud.gov/offices/cpd/communitydevelopment/library/deskguid.cfm">http://www.hud.gov/offices/cpd/communitydevelopment/library/deskguid.cfm</a>. View Chapter 2 of Community Development Block Grant Program – Guide to National Objectives and Eligible Activities for Entitlement Communities. This is the same document which discusses eligible activities, but information about ineligible activities can be found throughout the document and more specifically on page 70.

- Buildings for the general conduct of government.
- General government expense which are required to carry out the regular responsibilities of the unit of general local government.
- Political activities such as financing the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
- New housing construction except under certain conditions or when carried out by Community Based Development Organizations.
- Income payments such as supplements to a household's monthly income.
- Purchase of equipment such as fire protection or construction equipment or furnishings and personal property unless authorized as a special economic development activity or when carried out by a CBDO.
- Operating and maintenance expenses of public facilities, improvements and services except when
  associated with eligible public service activities, interim assistance, and office space for program
  staff employed in carrying out the CDBG program or unless authorized as a special economic
  development activity or when carried out by a CBDO.
- Religious activities or provided to primarily religious entities for activities; acquisition, construction, or rehabilitation of properties used for religious purposes; or to promote religious interests regardless the use of properties.
  - o NOTE: CDBG funds may be provided for the rehabilitation of property owned by a religious organization for a wholly secular purpose under certain limited circumstances.
- Architectural, engineering, and other details ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details.

For more information about eligible activities, please contact the City's Federal Programs Coordinator or visit the HUD website <a href="https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/">https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/</a>. This HUD Exchange link provides direct access to the Community Development Block Grant Program Guide to National Objectives and Eligible Activities for Entitlement Communities. Chapter 2 of the Program specifies the eligible activities for this program.

#### Eligible Applicants

Public agencies, nonprofit organizations, and for-profit entities, and income-qualified residents are all eligible to apply to the City of Concord for CDBG funds. Fund recipients are classified into one (1) of four (4) categories:

- <u>Community Based Development Organizations (CBDOs)</u>: CBDOs are generally nonprofit organizations that undertake specific kinds of CDBG-funded activities. CBDOs can be for-profit or nonprofit organizations but cannot be governmental entities. A CBDO may be designated as a subrecipient by the City.
- <u>Subrecipients</u>: A subrecipient is a public agency or nonprofit housing service provider selected by the City of Concord to administer CDBG subrecipient.
- <u>Developers, Owners, Sponsors</u>: For-profit entities, housing authorities, nonprofit organizations, and CBDOs can receive CDBG funds in the roles of developers, owners, and sponsors of eligible activities.
- <u>Homeowners</u>: Housing rehabilitation assistance is available to qualified low- and moderate-income homeowners whose homes are in substandard condition. The applicant must own and reside in the home and meet HUD's income limits. Single-family homes and manufactured homes are eligible for assistance, but the City also may approve mobile homes for assistance. Condos are not eligible for assistance.

#### • Eligible Administrative and Planning Costs

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

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

**Uniform Administrative Requirements** 

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

## Distribution of CDBG Funding

The City of Concord distributes CDBG funds within the boundaries of its City limits, and among different categories of need, according to the priorities of need identified in its approved Consolidated Plan.

CDBG funds are provided to the City of Concord by HUD annually. The City's distribution plan for CDBG funds includes:

- Administration (20%) Funds are used for planning, administration, allocation of indirect costs and monitoring of the program. Funds are also used to conduct training and technical assistance to entities interested in applying for and implementing CDBG-funded projects.
- Public Services (15%): Funds are used to improve public services and facilities, including, but not limited
  to thoseconcerned with child care, healthcare, job training, recreation programs, education programs,
  public safety services, Fair Housing activities, services for senior citizens, services for homeless persons,
  drug abuse counseling and treatment, energy conservation counseling and testing, and welfare (but
  excluding provisions of income payments described at §570.207(b)(4)).

Before committing funds to a project, the City of Concord will determine the eligible projects to undertake and prepare all appropriate documentation.

#### **Subrecipient Funding Requests**

Subject to availability, CDBG funds may be requested by a Subrecipient through a formal written request process through Neighborly Software that can be accessed <a href="here">here</a>. The request should include the type and location of the services to be undertaken, identify other available funding sources, and include the specific amount of the request.

Written funding requests will be scored based on a point system. Requests also are scored for clarity of the proposal, the likelihood of success, the project's financial feasibility, the funding need, the track record of the organization, the creditworthiness of the organization, and the ability to implement the project within one funding year. The Concord City Council determines the agencies and the amount of funding for each fiscal year.

Technical Assistance Visits for Subrecipients: A technical assistance visit is an informal visit. The intent of this meeting is to share information that will enable the City of Concord to meet the various State and Federal requirements for its grant. A technical assistance visit could consist of explanations of project start-up requirements and the establishment of program files. The City of Concord 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 City's activities, be easy to use, and centrally located.

Monitoring Visits for Subrecipients: 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 City of Concord's 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. All records, files, and documentation should be available for review at the monitoring visit. If other public agencies, attorneys, or consultants have assisted in program implementation, these records must be available for review 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 CDBG project funding. The issuance of a program "concern" or "finding" may, at the discretion of the City of Concord's staff, result in the recapture of funds provided by the City of Concord.

#### 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 Subrecipient for the project within 12 months of July 1 of the year in which funding is awarded. The Subrecipient must typically be able to complete the project and expend all funds within one (1) year of the execution of the written agreement.

#### IV. Overarching Program Regulations and Requirements

The City of Concord and all subrecipients and participating jurisdictions will adhere to this requirement according to the stipulations that are enforced by the U.S. Department of Housing and Urban Development.

#### 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

#### Advertising and Outreach

The City of Concord must undertake outreach efforts in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach, and access to the Program.

The City must inform potential applicants of the program via flyers, public notices, local media advertisements. The marketing information will include basic eligibility requirements, a general description of the Program, and the appropriate Fair Housing logo.

The City's marketing approach must address: (1) how the program will be announced (i.e., through all media platforms and other sources); (2) when applications will be accepted (i.e., online or daily during normal working hours); and (3) the method for taking applications (i.e., in person, by mail, and online).

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

The City 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 City 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 City will 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 City of Concord, 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 CDBG 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 City of Concord that is receiving CDBG funds.

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

The City of Concord may provide an exception to the provisions listed above on a case-by-case basis when the City determines that the exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the City's CDBG-assisted project. For the City to provide this exception, the City must make a written request to its Legal Department to 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's determination, including the timing of the requested exception.

The City of Concord 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 CDBG-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.

#### **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 Subrecipients.

#### 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 extend 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 City of Concord is required to take affirmative actions to allow Women- and Minority-Owned Business Enterprises (WMBE) to benefit from federal funds. The City 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 CDBG 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 CDBG funds may not discriminate against prospective or current employees with disabilities. Employers must remove physical and administrative barriers to employment and provide 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 City of Concord 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)

CDBG-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 CDBG 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 CDBG 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 CDBG assistance is used for a project involving demolition or conversion.

Section 104(d) has two (2) 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:

The City 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 CDBG funds.

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

#### Relocation

The City 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 CDBG funds. If residents are displaced by the project, they must receive moving cost reimbursements, 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 City-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 City of Concord. If relocation is required, a detailed Relocation Plan must be submitted with an application for CDBG funds.

#### Temporary Relocation

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

The 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 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.

Violence Against Women Act Reauthorization Act of 2022

VAWA is a federal law originally enacted in 1994, as amended (34 U.S.C. 12291 et seq.), that protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity. These protections also apply to individuals with disabilities, including those with mental health disabilities, and people of color that also are disproportionately impacted by problematic laws and policies. It includes protections for survivors and others who are applying for or residing in covered housing programs. VAWA 2022 reauthorizes, amends, and strengthens VAWA. It added to, and did not replace, the existing VAWA housing protections for survivors. Covered housing providers must continue to provide VAWA protections as required by law. On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022).

Many of the amendments enacted as part of VAWA 2022 took effect on October 1, 2022. On January 4, 2023, the U.S. Department of Housing and Urban Development (HUD) published a notice in the Federal Register (VAWA 2022 Notice4) in which HUD: (1) describes how the VAWA 2022 amendments affect HUD's programs; and (2) seeks comment on certain provisions.

Under this new provision, there are some additional requirements and obligations for CDBG recipients, which include: (1) reporting to HUD problematic local laws and policies of the jurisdiction and those of the subrecipients that impose penalties that are being enforced, and (2) Certifying that the jurisdictions are in compliance or will be in compliance within 180 days of submitting the report to HUD. The goal is to prevent adoption of these laws, policies, and programs and address harms that may have occurred. A copy of the VAWA 2022 Notice is available online at:

 $\underline{https://www.federalregister.gov/documents/2023/01/04/2022-28073/the-violence-against-women-actreauthorization-act-of-2022-overview-of-applicability-to-hud-programs}$ 

See HUD 1 Public Law 117-103, <a href="https://www.congress.gov/117/plaws/publ103/PLA">https://www.congress.gov/117/plaws/publ103/PLA</a> and adhere to the requirements for Community Development Block Grant (CDBG) recipients and subgrantees concerning the Right to Report Crime and Emergencies from One's Home law in the Violence Against Women Act (VAWA) Reauthorization of 2022 (34 U.S.C. 12495). For further guidance concerning VAWA 2022, also see 34 U.S.C. 12491, 24 C.F.R. part 5, subpart L, and 24 CFR part 576.409 (ESG) and part 578.99(j) (CoC program).

Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States. BABA established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. BABA also established the Buy America Preference (BAP) for iron, steel, manufactured products, and construction materials used in covered infrastructure projects to be produced in the United States. BABA applies to all expenditures by a Federal agency to a non-federal entity for an infrastructure project, including construction, alteration, maintenance, or repair.

The HUD Community Planning and Development (CPD) programs that are impacted by BAP include CDBG, CDBG-CV, HOME and HOME-ARP. Agencies may waive the domestic content procurement preference if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent. Public Law 117-58,§70912(3): https://www.congress.gov/bill/117th-congress/house-bill/3684/text.

National Standards for the Physical Inspection of Real Estate (NSPIRE)

In May 2016, in response to instructions from Congress, the Department of Housing and Urban Development (HUD) initiated an effort to consolidate, update, and enhance the Housing Quality Standards (HQS) and the Uniform Physical Condition Standards (UPCS). The aim was to establish a unified inspection protocol for public housing and voucher units. After dedicating seven years to this goal, HUD has published the NSPIRE Final Rule, titled the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate. This rule introduces HUD's modern approach to defining and evaluating housing quality while aiming to reduce regulatory burdens. The overarching objective is to prioritize health, safety, and functional defects over appearance, focusing on the areas that impact residents the most, their homes. Further information can be found in the Federal Register at <a href="https://www.federalregister.gov/documents/2023/05/11/2023-09693/economic-growth-regulatory-relief-and-consumer-protection-act-implementation-of-national-standards">https://www.federalregister.gov/documents/2023/05/11/2023-09693/economic-growth-regulatory-relief-and-consumer-protection-act-implementation-of-national-standards</a>.

The NSPIRE Final Rule will be implemented in two phases. Starting on July 1, 2023, Public Housing will transition to NSPIRE, followed by the Multifamily Housing programs, Housing Choice Voucher (HCV), Project Based Voucher (PBV) programs, and the Community Planning and Development programs on October 1, 2023. Under this new requirement, which takes effect on HUD programs must use the new NSPIRE inspection framework for all units assisted with acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services (24 CFR 574.300(b)(3)); new construction (24 CFR 574.300(b)(4)); project or tenant-based rental assistance (24 CFR 574.300(b)(5)); and operating costs (24 CFR 574.300(b)(8)). Additional information can he found in the Federal Register. https://www.federalregister.gov/documents/2023/07/07/2023-14362/national-standards-for-the-physical-inspection-ofreal-estate-and-associated-protocols-scoring. All NSPIRE Score Calculator features are based on the Proposed NSPIRE Notice (88) FR 18268) Proposed Scoring and **NSPIRE** Standards Notice located https://www.hud.gov/sites/dfiles/PIH/documents/6092-N-02nspire\_propose-standards.pdf.

#### Financial Management

As a direct recipient of HUD funds, the City of Concord must abide by the financial management requirements of the Federal Office of Management and Budgets found at 2 CFR part 200.

#### **Audit Requirements**

The City of Concord also must follow OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal awards. All subrecipients that expend more than \$750,000 in federal funds must have an A-133 audit completed and submitted to the City of Concord.

#### **IDIS Drawdowns**

A separation of duties has been established by the City of Concord and the City's Finance Department 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 of the City's 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 CDBG funds. Program income is defined as "gross income received by the City of Concord, or an agency, which was generated from the use of CDBG funds. Income generated by housing projects or programs would typically fall into one of the following categories:

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

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

- Program income be spent before drawing funds from the City of Concord's CDBG 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 City's CDBG account or be used by the City for an eligible activity.

The City is required to track and report program income that is generated during each fiscal year.

#### 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' actions as a Subrecipient and to all public entities. The owners/sponsors/developers are not subject to the federal procurement requirements.

Nonprofit organizations receiving CDBG funds must comply with the procurement requirements of 24 CFR Part 84. Procurement requirements are provided in the City of Concord's funding notices and written agreements. The City will provide a copy of its 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 request for funding will be a written description of how the City or any subrecipients plan 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, the City 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 City of Concord 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 City also is responsible for checking the licensing and debarment status for owner-occupied housing rehabilitation and minor home repair clients.

The City of Concord'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.

#### **Environmental Review**

Prior to entering into a contract, the City of Concord will complete 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 CDBG funds during the time between the submission of the written request for funding and the completion of the Environmental Review (prior to the receipt of the Authority to Use Grant Funds from HUD).

Tenant-Based Rental Assistance is categorically excluded and not subject to §58.5 authorities. The City will document this determination, complete the Environmental Review Record, and keep the document in the Environmental Review Records files.

#### **Public Records**

Materials and information submitted to or received by the City of Concord 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 CDBG-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.

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 following the 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 request for CDBG funding must include a current appraisal. An appraisal must be dated no more than 12 months prior to the funding request submission date. A letter updating an appraisal completed more than 12 months prior to the funding request submission 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** 

The City of Concord may complete Only in specific circumstances. New construction projects are only allowed for a house that is being reconstructed on the same footprint.

Projects also must comply with the N.C. State Building Codes that are applicable to new construction, residential, and existing structures, which the City of Concord has adopted as its construction performance standards. Housing must meet all applicable requirements upon project completion.

All new construction CDBG-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 City of Concord will ensure
  that construction contracts and construction documents describe the work to be undertaken in adequate detail
  to conduct inspections. The City must review and approve written cost estimates for construction and
  determine that costs are reasonable.
- Construction progress inspections. The City's staff also must 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 properties assisted with the City of Concord's CDBG funds, the unit must meet local codes, ordinances and zoning requirements for the municipality or county in which the project is located. The scope of work for home repairs will be determined during the initial inspection. During the initial visit, the Construction Coordinator must be able to see all aspects of the home, such as floors, walls, electrical outlets, the attic, the crawlspace, etc., to fully assess the needs of the home to complete the Work Write-Up. If all aspects of the home are not visible during the initial visit, staff will provide additional resources to assist the resident(s) to clear the required area(s) of the home. If the home is not accessible after receiving resources to assist with cleaning up the home and 30 days have passed, assistance may be denied. 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 City of Concord 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 the 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 City of Concord, 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 City of Concord, developer, or 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 City of Concord or approved 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 spaceceilings.
- If the heating or air conditioning systems do not meet the five (5) year threshold of useful life, they must be replaced with a proper-capacity, high-efficiency system with proper seer capacity for 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 CDBG 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 written funding request 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 the reduction of lead hazards in accordance with the regulation and guidelines.

All CDBG 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 City of Concord permits use of CDBG funds for lead-based paint testing, assessment, abatement and the clearance report. In a multi-family project where CDBG 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, also must 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 City of Concord 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 City of Concord's 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.

National Standards for the Physical Inspection of Real Estate (NSPIRE)

- HUD published the NSPIRE Final Rule on May 11, 2023, titled the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate. This rule introduces HUD's modern approach to defining and evaluating housing quality while aiming to reduce regulatory burdens. The overarching objective is to prioritize health, safety, and functional defects over appearance, focusing on the areas that impact residents the most, their homes.
- The City of Concord will adhere to NSPIRE physical construction requirements for all CDBG-assisted projects to ensure that units will be decent, safe, sanitary and in good repair.

#### **Construction Documents and Cost Estimates**

• The City of Concord's staff will ensure that the work to be undertaken meets the City of Concord's 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 standards. The City of Concord's Construction Coordinator will review and approve a written cost estimate for rehabilitation after determining that costs are reasonable.

## Frequency of Inspection

- The City of Concord must conduct an initial property inspection to identify the deficiencies that must be addressed. The City's inspectors will conduct progress and final inspections to determine that work was done in accordance with work write-ups.
- The City of Concord will document compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of CDBG assistance. If the property does not meet these standards, CDBG funds will not be used to acquire the property unless it is rehabilitated to meet the standards.
- The City of Concord will adhere to the following guidelines:
  - On-site inspections will be performed within one (1) year following project completion and every one (1) to three (3) years during the affordability period.

# **Inspection Procedures**

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

### **Contractor Procurement**

The City of Concord staff must obtain a minimum of two (2) bids on planned repairs, based on the preliminary work write-up prepared by the City's Construction Coordinator. Bids are to be returned on the specific due date. -staff will record the total amount of the bid and the date and time the bid was received. The City's staff 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 CDBG 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 City of Concord.

### Compliance and Monitoring

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

The City of Concord is required to maintain complete financial and program files and to comply with program reporting requirements. The City must also provide citizens with reasonable access to records pertaining to the use of funds.

#### 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 City of Concord 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 CDBG funds.

## 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 City of Concord.

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

Davis-Bacon wages are triggered, Davis-Bacon monitoring procedures are followed.

### Related Acts:

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

### **Debarred Contractors**

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

## Section 3 Economic Opportunity

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

### Affordability Period

At a minimum, all housing rehabilitation projects for owner-occupied properties must comply with the following CDBG affordability periods:

- o CDBG investment of less than \$15,000 per unit: 5 years
- o CDBG investment of \$15,000 \$40,000 per unit: 10 years
- o CDBG investment of more than \$40,000 per unit: 15 years

### Phase 1 Environmental Site Assessment

Development projects must provide proof that a Phase 1 Environmental Site Assessment (ESA) is underway at the time of submitting the written funding request 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 submission of the written funding request. If, at the time that the City of Concord undertakes the federal Environmental Review, the Phase I ESA is more than a year old at the time that the City undertakes the federal Environmental Review, a new Phase I ESA must be completed. Development projects must also meet state requirements under the State Environmental Policy Act (SEPA) and federal environmental

review requirements under the National Environmental Policy Act (NEPA) as applicable.

#### Relocation

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

As a practical matter, the City of Concord discourages projects that involve permanent displacement because of the impact on residents, the cost, and the delay.

### **Definition of Income**

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

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

## Mixed-Use Projects

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

CDBG funds may only be used for costs associated with the infrastructure 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.

### Termination of Affordability Restrictions:

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

- The City of Concord may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability.
- The affordability restrictions will be enforced according to the original terms if, during the original affordability period, the owner of record, obtains an ownership interest in the housing prior to the termination event.

#### Rehabilitation Not Involving Acquisition

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

The housing is the principal residence of an owner whose household qualifies as a low-income family at the time CDBG funds are committed to the housing. The income of all persons living in the housing must be used to determine income eligibility.

- The households with residents that are 60 years of age or older with total household incomes between 50% to 80% of the area median income will not suffer undue burdens when applying for rehabilitation assistance because the City of Concord established forgivable liens with no repayment requirements and a maximum affordability period of 15 years.
- The homeowner must be current on taxes, mortgage payments, and insurance on the property.

# Types of Ownership Interest

- Inherited Property: Inherited property with multiple owners is defined as: housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The owner-occupant may be assisted if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
- Life Estate: The person who holds the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The person holding the life estate may be assisted if the person is low-income and occupies the housing as his or her principal residence.
- A Living Trust: A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life. The person holding the living trust may be assisted if the person is low-income and occupies the housing as his or her principal residence.

## New Construction without Acquisition

Only when necessary, the City may use CDBG Funds to demolish and reconstruct housing that is built within the same footprint on land that is owned by the family that will reoccupy the housing upon completion. The household must qualify as low-income, and the housing must be their permanent residence.

#### V. APPENDIX A: GLOSSARY

This section provides definitions of key CDBG topics and terms.

<u>The Act</u>: The Housing and Community Development Act of 1974 makes funds available to qualified cities to develop viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities.

<u>Action Plan</u>: An annual plan that outlines proposed housing and community development objectives, activities, and budget. The plan includes information regarding federal, state, and local funding resources; a description of each activity to be implemented; and other actions that the City will take to address barriers to affordable housing, support anti-poverty strategies, and facilitate fair housing.

<u>Annual Income</u>: The CDBG Program allows the use of two definitions of annual income: Section 8 annual income and adjusted gross income as defined for reporting on IRS Form 1040.

<u>Administrative Cap</u>: A maximum of 20 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on planning and administration costs.

<u>Affirmatively Furthering Fair Housing Plan (AFFH)</u>: An analysis of fair housing that will assist a community to take meaningful actions to combat discrimination, end segregation, and foster inclusive communities.

<u>CDBG</u>: The Community Development Block Grant program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to over 1,200 general units of local government and States.

<u>CDBG Recipient</u>: Local governments are deemed as grantees or recipients, and also referred to as units of general local government (UGLG). Under the Entitlement CDBG Program, the City of Concord receives funding directly from HUD.

<u>CFR</u>: The Code of Federal Regulations is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.

<u>Citizen</u>: A person living within the corporate limits of the City of Concord. Unless otherwise distinguished by HUD or applicable statute, citizen and resident are used interchangeably.

<u>Citizens Advisory Committee (CAC)</u>: An advisory body to the City of Concord, which encourages a planned and orderly approach to the development of community services in the City. The CAC reviews, evaluates, and makes recommendations to the City Council on proposals submitted by agencies seeking CDBG funding; along with recommendations on funding Cit programs. CAC members are appointed by the Mayor and the Concord City Council.

<u>Citizen Participation Plan</u>: A plan prepared by the City in accordance with 24 CFR 570.486 which describes how the City will include and encourage citizen participation, especially by low- and moderate-income citizens.

<u>Conflict of Interest</u>: When an individual or organization is involved in multiple interests, one of which could corrupt or be perceived as corrupting the fair and objective allocation of funds or procurement of goods and services.

<u>Consolidated Annual Performance and Evaluation Report (CAPER)</u>: An annual report prepared by the City and submitted to HUD in accordance with 24 CFR Part 91, on the objectives, activities, and budget set forth in the Annual Action Plan and the progress on the three-to five-year consolidated plan.

<u>Consolidated Plan</u>: The Consolidated Plan is a three-to five-year strategic plan prepared by the City in accordance with 24 CFR Part 91, and describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD's Office of Community Planning and Development (CPD) formula programs, including CDBG. An approved Consolidated Plan is one which has been approved by HUD.

<u>Contractors</u>: A contractor is an entity paid with CDBG funds in return for a specific service (e.g., construction). Contractors must be selected through a competitive procurement process.

<u>CPD</u>: The Office of Community Planning and Development is an office within HUD that administers and provides federal oversight of the CDBG program, along with other federal programs that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income persons.

<u>Davis-Bacon Act</u>: Establishes the requirement for paying the local prevailing wages and fringe benefits, as determined by the U.S. Department of Labor. It applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.

<u>Draw Down</u>: Refers to the process of requesting and receiving CDBG funds from HUD. Grantees draw down funds from a line of credit established by HUD in IDIS. Subrecipients typically draw down funds from grantees.

Entitlement Community: A city in a metropolitan area with a population of 50,000 or more, a principal city of a metropolitan area, or an urban county with a population of at least 200,000 (excluding the population of metropolitan cities located therein) that receives an annual allocation of CDBG funds directly from HUD under the CDBG Entitlement Program. Entitlement Communities that lose population may still be "grandfathered" into the program and continue to receive grant funding. An Entitlement Community is sometimes referred to by HUD as a grantee or recipient.

Entitlement Grant: Federal funds received by an entitlement community in a program year.

<u>Environmental Review Record (ERR)</u>: An assessment report of the effects a CDBG funded project will have on the environment and must be completed before any funds are expended on a project. The assessment is completed in HEROS and follows the requirements of 24 CFR Parts 50 and 58.

<u>Funding Cycle</u>: The time period associated with the City of Concord's allocation of projected CDBG funds for the upcoming program year(s). The funding cycle is most commonly an annual cycle that runs concurrently with the City of Concord's fiscal year of July 1 to June 30.

<u>Household</u>: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or unrelated persons who share living arrangements.

<u>Housing Rehabilitation</u>: Activities that assist homeowners with the repair, rehabilitation, or reconstruction of owner-occupied units.

<u>HUD</u>: CDBG funds are provided by the U.S. Department of Housing and Urban Development (HUD). HUD established the regulations and requirements for the program and has oversight responsibilities for the use of CDBG funds.

<u>HUD Guidelines</u>: All tools, guidebooks, trainings, notices, and other guiding materials and correspondence provided by HUD or CPD regarding the laws and regulations of CDBG Programs.

<u>Integrated Disbursement and Information System (IDIS)</u>: An on-line nationwide database that provides HUD with current information regarding program activities and funding data. The City uses IDIS to fund and access reports for the CDBG Program.

Income: Gross income for a household as defined by 24 CFR Part 5 is used for all City of Concord CDBG-funded programs.

<u>Indirect Costs</u>: Costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

<u>Low- and Moderate Income</u>: Low- and moderate income (also referred to in this manual as LMI) means family or household annual income less than HUD income limit, generally 80 percent of the area median income, or a person within such household, as established by HUD. A minimum of 70% of all households receiving services using CDBG funding must have a low-moderate income benefit.

<u>Low-Income Household/Family</u>: A household/family having an income equal to or less than the established HUD Income limit (50% of the area median income).

<u>Minimum Contracting Standards</u>: A set of standards required before the execution of a Subrecipient Agreement. The standards indicate the minimum administrative and financial framework required to manage public funds.

<u>Minority Business Enterprise (MBE)</u>: A business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

<u>Moderate Income Household/Family</u>: A household/family having an income equal to or less than the Section 8 Low Income limit (80% of area median income) established by HUD, but greater than the Section 8 Very Low-Income limit (50% of the area median income) established by HUD.

<u>Monitoring Visits</u>: Visits to subrecipients by Concord's Community Development Department staff to evaluate the progress/performance of the program and/or to provide technical assistance.

<u>Neighborhood Revitalization Strategy Area (NRSA)</u>: A geographic area approved by HUD that meets certain criteria. The local community can develop comprehensive approaches to address economic development and housing needs.

<u>OMB</u>: The Office of Management and Budget (OMB) is the largest office within the Executive Office of the President of the United States. The main function of the OMB is to assist the President in preparing the budget. The OMB issues budget instructions or information, known as circulars, to Federal agencies.

<u>Presumed Benefit</u>: Benefit a group of clientele that is presumed to be principally low-moderate income. Presumed benefit groups include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers, and elderly persons over 62 years of age.

<u>Program Income</u>: Program income is the gross income received by the City and its subrecipients that is directly generated from the use of CDBG funds.

<u>Public Service Activity</u>: Eligible public service activities including, but not limited to those concerning with education, employment, crime prevention, child care, health, homelessness, drug abuse, fair housing counseling, senior services and youth services.

<u>Public Services Cap</u>: A maximum of 15 percent of the sum of the entitlement grant plus program income that is received during the program year may be spent on public service activities.

Resident: Unless otherwise distinguished by HUD or applicable statute, resident and citizen are used interchangeably.

<u>Section 3</u>: Section 3 of the Housing and Urban Development Act of 1968 established the Section 3 Program, which requires recipients of HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very low-income residents in connection with projects and activities in their neighborhoods.

<u>Scope of Work</u>: The project description, intended beneficiaries (number and type), detailed budget and location(s) of the program-related activity.

Subrecipient: An entity charged with implementation of one or more activities funded with City of Concord CDBG funds.

<u>Subrecipient Agreement</u>: A written agreement between the City and the subrecipient that is required before CDBG funds are disbursed.

<u>Target Areas</u>: A geographic area within the corporate limits of the City of Concord that has a minimum of 51.0% low-moderate income population. The City must take formal action to concentrate CDBG funds and programs into the target area(s).

<u>Technical Assistance</u>: Assistance provided by the City to increase the capacity or knowledge of CDBG requirements for Subrecipients.

<u>Timeliness</u>: Carrying out CDBG funded activities in a timely manner.

<u>Timeliness Spending Test</u>: A test conducted sixty days prior to the end of the current program year, to ensure that the amount of entitlement grant funds available to the City under grant agreements, but undisbursed by the U.S. Treasury is not more than 1.5 times the entitlement grant amount for the current program year.

<u>Urgent Need</u>: Activities designed to alleviate existing conditions of recent origin (18 months) that pose serious threats to the health and welfare of the community. This objective may only be used if the community cannot finance necessary activities with other sources.

<u>Very Low-Income Household/Family</u>: A household/family having an income equal to or less than the established HUD Income limit (30% of the area median income).

<u>Women's Business Enterprise (WBE)</u>: A business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of those owners.

Source: Basically CDBG For Entitlements

https://www.hudexchange.info/resource/2368/building-home-a-home-program-primer/

### Ar?cle 5.10 Poli?cal Ac?vi?es

A. Purpose: The purpose of this sec? on is to ensure that City employees are not subjected to poli?cal or par?san coercion while performing their job du?es, to ensure that employees are not restricted from poli?cal ac?vi?es while off duty, and to ensure that public funds are not used for poli?cal or par?san ac?vi?es.

It is not the purpose of this sec? on to allow infringement upon the rights of employees to engage in free speech and free associa? on. Every City employee has a civic responsibility to support good government by every available means and in every appropriate manner. Employees shall not be restricted from affilia? ng with civic organiza? ons of a par? san or poli? cal nature, nor shall employees, while off duty, be restricted from a? ending poli? cal mee? ngs, or advoca? ng and suppor? ng the principles or policies of civic or poli? cal organiza? ons or suppor? ng par? san or nonpar? san candidates of their choice in accordance with the cons? tu? on and laws of the State and the Cons? tu? on and laws of the United States of America.

- B. Defini?ons (For the purpose of this sec?on)
  - (1) "City employee" or "employee" means any person employed by a city or any department or program thereof that is supported, in whole or in part, by city funds.
  - (2) "On duty" means that ?me period when an employee is engaged in the du?es of his/her employment.
  - (3) "Workplace" means any place where an employee is engaged in his/her job du?es.
- C. No employee while on duty or in the workplace may:
  - (1) use his or her official authority or influence for the purpose of interfacing with or affec?ng the result of an elec?on or nomina?ons for poli?cal office; or
  - (2) coerce, solicit, or compel contribu?ons for poli?cal or par?san purposes by another employee.
- D. No employee may be required as a duty or condi? on of employment, promo? on, or tenure of office to contribute funds for poli? cal or par? san purposes, or for poli? cal purposes except where such poli? cal uses are otherwise permi? ed by law.
- E. Employees may not:
- (1) be a candidate for elected office with territorial jurisdic? on that includes all or any part of Cabarrus County in a par?san elec?on, with the excep?on of the Cabarrus County School Board;
- (2) be a candidate in a par?san elec?on for any public office with territorial jurisdic?on that includes all or any part of Cabarrus County or for any poli?cal party office with territorial jurisdic?on that includes all or any part of Cabarrus County which is obtained through a par?san elec?on. Primary and run-off elec?ons to nominate candidates of par?san poli?cal par?es are par?san elec?ons, with the excep?on of the Cabarrus County School Board; or

(3) use city funds, supplies, or equipment for par?san purposes, or for poli?cal purposes except where such poli?cal uses are otherwise permi?ed by law. Employees shall not use City?me for any campaign purposes.

F. To the extent that this policy conflicts with the provisions of Sec? on 160A-I69 of the North Carolina Statutes or 5 U.S.C. 7323 (employees in federally funded posi?ons), the NC Statute or US Code controls. Employees in federally funded posi?ons may not be a candidate in any elec?on.

### Employees may:

- (1) be a candidate in non-par?san elec?ons. These are elec?ons in which none of the candidates are to be nominated or elected as represen?ng a poli?cal party whose candidate for President received votes at the last prevailing presiden?al elec?on;
- (2) express opinions on poli? cal subjects and candidates;
- (3) display s?ckers or posters on personal automobiles and in homes; and
- (4) make financial contribu? ons to candidates for elec? on to Concord City poli? cal offices.

An employee who announces candidacy in a par?san poli?cal elec?on shall submit his resigna?on effec?ve the date of the announcement. An employee desiring to be a candidate in a non-par?san elec?on shall ascertain from the City A? orney if such candidacy may cons?tute a conflict of interest.

Any ques?ons concerning poli?cal ac?vi?es should be expressed to the Director of Human Resources. It shall be the responsibility of the City Manager to determine poli?cal ac?vi?es which are prohibited, and those which are permi?ed.

# Tax Report for Fiscal Year 2023-2024

FINAL REPORT	August
Property Tax Receipts- Munis	
2023 BUDGET YEAR	6,729,056.70
2022	32,429.29
2021	2,370.29
2020	207.89
2019	82.89
2018	31.20
2017	31.20
2016	31.20
2015	31.20
2014	31.20
Prior Years	82.35
Interest	2,639.17
Refunds	2,000.11
Totalia	6,767,024.58
Vehicle Tax Receipts- County	
2023 BUDGET YEAR	602,716.15
2022	002,7 10.10
2021	
2020	
2019	
2018	
2017	
Prior Years	9.88
Penalty & Interest	8,129.90
Refunds	,
	610,855.93
Fire District Tax - County	
2023 BUDGET YEAR	25,678.15
Less: Collection Fee from County	
Net Ad Valorem Collections	7,403,558.66
423:Vehicle Tag Fee-Transportion Impr Fund	41,594.90
100:Vehicle Tag Fee	168,885.20
630:Vehicle Tag Fee-Transportion Fund	41,594.90
Less Collection Fee - Transit	41,394.90
Net Vehicle Tag Collection	252,075.00
	-
Privilege License	60.00
Prepaid Privilege Licenses	00.00
Privilege License interest	
Total Privilege License	60.00
Oakwood Cemetery current	4,225.00
Oakwood Cemetery endowment	0
Rutherford Cemetery current	1,808.34
Rutherford Cemetery endowment	1,966.66
West Concord Cemetery current	3,600.00
West Concord Cemetery endowment Total Cemetery Collections	11,600.00
Total Collections	
i otal Guilections	\$ 7,667,293.66

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	100,215.96
Discovery Penalty	
Total Amount Invoiced - Monthly	100,215.96
Total Amount Invoiced - YTD	70,308,298.96
Current Year	
Less Abatements (Releases)	
Real	101,884.62
Personal	
Discovery	
Penalty - all	404 004 00
Total Abatements	101,884.62
Adjusted Amount Invoiced - monthly	(1,668.66)
Adjusted Amount Invoiced - YTD	70,203,115.52
Current Levy Collected	6,729,056.70
Levy Collected from previous years	35,328.71
Penalties & Interest Collected	2,639.17
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	6,767,024.58
Total Collected - YTD	7,679,157.43

7,572,908.09

62,630,207.43

10.79%

89.21%

100.00%

Total Collected - net current levy -YTD

Percentage of Collected -current levy

Amount Uncollected - current year levy

Percentage of Uncollected - current levy

CITY OF CONCORD
Summary of Releases, Refunds and Discoveries for the Month of August 2023

RELEASES	
CITY OF CONCORD	\$ 101,884.62
CONCORD DOWNTOWN	\$ 22.35

REFUNDS	
CITY OF CONCORD	\$ 912.99
CONCORD DOWNTOWN	\$ -

DISCOVERIES						
CITY OF CONCORD						
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2017	0	0	0	0.0048	0.00	0.00
2018	0	6,585	6,585	0.0048	31.61	18.97
2019	68,290	11,363	79,653	0.0048	382.33	191.18
2020	75,550	13,696	89,246	0.0048	428.38	171.36
2021	75,550	649,980	725,530	0.0048	3,482.54	1,044.76
2022	75,550	914,661	990,211	0.0048	4,753.01	950.60
2023	612,076	18,375,023	18,987,099	0.0048	91,138.08	8,655.76
Total	907,016	19,971,308	20,878,324	•	100,215.96	\$ 11,032.63
DOWNTOWN						
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2018	0	0	0	0.0023	0.00	0.00
2019	0	0	0	0.0023	0.00	0.00
2020	0	0	0	0.0023	0.00	0.00
2021	0	0	0	0.0023	0.00	0.00
2022	0	0	0	0.0023	0.00	0.00
2023	0	0	0	0.0023	0.00	0.00
Total	0	0	0	Ş	-	\$ -

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 8/31/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper	•			•		•			
CP NATIXIS NY 0 9/25/2023	63873KWR4	5,000,000.00	4,882,604.17	9/25/2023	5.376	1.25	4/17/2023	97.652083	25
CP CHESHAM FIN LT 0 9/26/2023	16537MWS4	5,000,000.00	4,931,244.45	9/26/2023	5.516	1.26	6/27/2023	98.624889	26
CP ING US FUNDING LLC 0 10/20/2023	45685RXL6	5,000,000.00	4,888,847.22	10/20/2023	5.421	1.25	5/22/2023	97.776944	50
CP AGRICULTURAL BK CHINA NY 0 10/25/2023	00850VXR8	5,000,000.00	4,866,009.70	10/25/2023	5.477	1.24	4/27/2023	97.320194	55
CP MUFG BANK LTD 0 12/15/2023	62479MZF0	5,000,000.00	4,885,916.65	12/15/2023	5.680	1.25	7/20/2023	97.718333	106
CP MACQUARIE BK LTD 0 1/22/2024	55607KAN6	5,000,000.00	4,859,222.22	1/22/2024	5.762	1.24	7/25/2023	97.184444	144
CP ANGLESEA FUNDING 0 1/26/2024	0347M2AS5	5,000,000.00	4,860,529.17	1/26/2024	5.771	1.24	7/31/2023	97.210583	148
CP LLOYDS BANK CORP 0 3/11/2024	53948ACB5	5,000,000.00	4,844,225.00	3/11/2024	5.759	1.24	8/23/2023	96.8845	193
Sub Total / Average Commercial Paper		40,000,000.00			5.595	9.96		97.549047	93
Treasury Bill		, ,							
T-Bill 0 1/11/2024	912797GC5	5,000,000.00	4,893,833.33	1/11/2024	5.387	1.25	8/17/2023	97.876667	133
Sub Total / Average Treasury Bill		5,000,000.00			5.387	1.25		97.876667	133
FFCB Bond	•					•			
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.28	12/22/2020	100	
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.28	11/30/2020	100	
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.28	1/19/2021	99.957	141
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.27	3/4/2021	99.8	183
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.89	9/22/2021	99.94	218
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.28	8/19/2021	100	
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.28	9/11/2020	100	
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.07	11/12/2021	99.6	417
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.28	12/10/2021	100	
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.28	8/10/2023	100.019787	557
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.28	4/21/2021	100	
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.28	9/29/2020	100	760
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.28	12/22/2021	100	844
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.28	12/17/2020	100	1,020
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.28	9/28/2021	100	
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.28	3/30/2020	100	1,307
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.28	3/10/2021	100	1,653
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.28	3/23/2021	100	1,666
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.27	2/16/2021	99.725	1,974
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00		3/15/2029	1.658	1.27	3/24/2021	99.2	2,023
Sub Total / Average FFCB Bond		97,659,000.00	97,575,251.35		1.024	24.91		99.914629	801
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.28	9/29/2020	100	
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.27	10/5/2020	99.85	35
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.28	11/27/2020	100	
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.28	6/9/2021	100	162
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	166

FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.28	4/29/2021	100	242
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.28	5/28/2021	100	267
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.28	5/24/2021	100	267
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.28	6/7/2021	100	281
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.28	7/15/2021	100	319
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.28	7/29/2021	100	333
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.28	8/28/2020	100	362
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.28	1/27/2022	100	515
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.28	1/29/2021	99.98	684
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00		10/20/2025	0.504	1.28	1/20/2021	99.98	781
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00		12/30/2025	0.636	1.28	12/30/2020	100	852
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00		1/29/2026	1.002	1.28	1/29/2021	100	882
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.28	2/17/2021	99.9	901
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00		3/10/2026	0.800	1.28	3/10/2021	100	922
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.28	4/29/2021	100	972
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.27	8/28/2020	99.725	1,447
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00		11/1/2029	2.320	1.28	11/1/2019		2,254
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	26.94		100.008318	597
FHLMC Bond	•	, ,	· · · · · ·		•	·			
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.28	12/14/2020	100	105
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.28	12/14/2022	100	288
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00		6/28/2024	3.000	1.28	6/28/2022	100	302
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.57	9/24/2021	100	333
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.33	3/4/2022	99.386016	531
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.28	12/21/2022	100	568
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00		6/30/2025	5.250	1.17	12/30/2022	100	669
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00		6/30/2025	3.676	1.28	6/30/2022	100	669
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.31	8/4/2022	92.438	690
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.36	10/6/2022	89.533	754
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.23	11/4/2022	88.468864	754
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00		9/23/2025	4.156	0.13	12/6/2022	90.111586	754
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.28	7/14/2020	100	1,048
Sub Total / Average FHLMC Bond		42,606,000.00	42,162,375.72		3.169	10.76		99.051407	530
FNMA Bond									
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.28	10/27/2020	100	57
FNMA 0.25 11/27/2023	3135G06H1	510,000.00	509,757.66	11/27/2023	0.266	0.13	12/3/2020	99.952483	88
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.32	1/7/2021	100.087624	88
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00		11/27/2023	0.194	0.37	2/4/2021	100.157057	88
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.22	12/9/2022	95.751655	88
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.28	12/29/2020	100	120
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.41	6/3/2021	106.058	158
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.25	7/7/2021	104.035	306
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.15	8/5/2021	104.157119	306
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00		8/27/2024	0.455	1.28	8/28/2020		362
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.46	10/6/2021	103.290765	411
FNMA 1.625 10/15/2024	3135G0W66	640,000.00		10/15/2024	0.714	0.17	11/4/2021	102.649852	411
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.27	7/19/2021	99.797	473
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	1/5/2022	101.665856	495
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.32	5/5/2022		600
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00		6/17/2025	2.892	0.22	6/6/2022		656
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.32	7/7/2022	93.157474	656

3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.28	7/14/2020	100	683
3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.28	8/19/2020	100	719
3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.28	8/25/2020	100	725
3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.21	9/7/2022	91.21	725
3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.30	1/5/2023	90.313183	799
3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.19	3/7/2023	89.629402	799
3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.21	4/5/2023	92.12444	799
3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	967
3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.28	10/29/2020	100	1,155
3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.28	11/4/2020	100	1,526
	67,745,000.00	67,133,436.13		1.166	17.14		99.195568	559
NCCMT599	91,474.34	91,474.34	N/A	5.260	0.02	6/29/2012	100	1
NCCMT481	19,453,059.19	19,453,059.19	N/A	5.260	4.97	12/31/2005	100	1
NCCMT271	197,914.42	197,914.42	N/A	5.260	0.05	12/31/2005	100	1
	19,742,447.95	19,742,447.95		5.260	5.04		100	1
Money Market								
PINNACLE	15,626,492.37	15,626,492.37	N/A	5.240	3.99	3/31/2019	100	1
	15,626,492.37	15,626,492.37		5.240	3.99		100	1
	393,898,940.32	391,678,847.73		2.074	100		99.470291	524
	3136G4H63 3136G4J20 3135G05X7 3135G06G3 3135G06G3 3135G06G3 3135G0K36 3136G46F5 3135GA2L4 NCCMT599 NCCMT481 NCCMT271	3136G4H63         5,000,000.00           3136G4J20         5,000,000.00           3135G05X7         920,000.00           3135G06G3         1,295,000.00           3135G06G3         885,000.00           3135G0K36         545,000.00           3135GA2L4         5,000,000.00           NCCMT599         91,474.34           NCCMT271         197,914.42           19,742,447.95           PINNACLE         15,626,492.37           15,626,492.37	3136G4H63         5,000,000.00         5,000,000.00           3136G4J20         5,000,000.00         5,000,000.00           3135G05X7         920,000.00         839,132.00           3135G06G3         1,295,000.00         1,169,555.72           3135G06G3         830,000.00         743,924.04           3135G06G3         885,000.00         815,301.29           3135G0K36         545,000.00         519,466.75           3136G46F5         5,000,000.00         5,000,000.00           3135GA2L4         5,000,000.00         5,000,000.00           67,745,000.00         67,133,436.13           NCCMT599         91,474.34         91,474.34           NCCMT481         19,453,059.19         19,453,059.19           NCCMT271         197,914.42         197,914.42           19,742,447.95         19,742,447.95           PINNACLE         15,626,492.37         15,626,492.37           15,626,492.37         15,626,492.37	3136G4H63         5,000,000.00         5,000,000.00         8/19/2025           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025           3135G05X7         920,000.00         839,132.00         8/25/2025           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025           3135G06G3         830,000.00         743,924.04         11/7/2025           3135G06G3         885,000.00         815,301.29         11/7/2025           3135G0K36         545,000.00         519,466.75         4/24/2026           3136G46F5         5,000,000.00         5,000,000.00         10/29/2026           3135GA2L4         5,000,000.00         5,000,000.00         11/4/2027           67,745,000.00         67,133,436.13         1           NCCMT599         91,474.34         91,474.34         N/A           NCCMT481         19,453,059.19         19,453,059.19         N/A           NCCMT271         197,914.42         197,914.42         N/A           PINNACLE         15,626,492.37         15,626,492.37         N/A           PINNACLE         15,626,492.37         15,626,492.37         N/A	3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682           3135G06G3         885,000.00         815,301.29         11/7/2025         3.719           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805           3136G46F5         5,000,000.00         5,000,000.00         10/29/2026         0.730           3135GA2L4         5,000,000.00         5,000,000.00         11/4/2027         0.800           67,745,000.00         67,133,436.13         1.166           NCCMT599         91,474.34         91,474.34         N/A         5.260           NCCMT271         197,914.42         197,914.42         N/A         5.260           PINNACLE         15,626,492.37         15,626,492.37         N/A         5.240           PINNACLE         15,626,492.37         15,626,492.37         N/A	3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550         1.28           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580         1.28           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521         0.21           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152         0.30           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682         0.19           3135G06G3         885,000.00         815,301.29         11/7/2025         3.719         0.21           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805         0.13           3136G46F5         5,000,000.00         5,000,000.00         10/29/2026         0.730         1.28           3135GA2L4         5,000,000.00         5,000,000.00         11/4/2027         0.800         1.28           NCCMT599         91,474.34         91,474.34 N/A         5.260         0.02           NCCMT271         197,914.42         197,914.42 N/A         5.260         0.05           19,742,447.95         19,742,447.95         5.260         5.04           PINNACLE <td>3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550         1.28         8/19/2020           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580         1.28         8/25/2020           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521         0.21         9/7/2022           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152         0.30         1/5/2023           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682         0.19         3/7/2023           3135G06G3         885,000.00         815,301.29         11/7/2025         3.719         0.21         4/5/2023           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805         0.13         5/3/2023           3135GA2L4         5,000,000.00         5,000,000.00         10/29/2026         0.730         1.28         11/4/2020           NCCMT599         91,474.34         91,474.34         N/A         5.260         0.02         6/29/2012           NCCMT271         197,914.42         197,914.42         N/A         5.260         0.05         12/31/2005           19,742,447.95<td>3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550         1.28         8/19/2020         100           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580         1.28         8/25/2020         100           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521         0.21         9/7/2022         91.21           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152         0.30         1/5/2023         90.313183           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682         0.19         3/7/2023         89.629402           3135G0K36         85,000.00         815,301.29         11/7/2025         3.719         0.21         4/5/2023         92.12444           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805         0.13         5/3/2023         95.315           3136G46F5         5,000,000.00         5,000,000.00         10/29/2026         0.730         1.28         10/29/2020         100           3135GA2L4         5,000,000.00         67,133,436.13         1.166         17.14         99.1474.34         91,474.34         N/A         5.2</td></td>	3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550         1.28         8/19/2020           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580         1.28         8/25/2020           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521         0.21         9/7/2022           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152         0.30         1/5/2023           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682         0.19         3/7/2023           3135G06G3         885,000.00         815,301.29         11/7/2025         3.719         0.21         4/5/2023           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805         0.13         5/3/2023           3135GA2L4         5,000,000.00         5,000,000.00         10/29/2026         0.730         1.28         11/4/2020           NCCMT599         91,474.34         91,474.34         N/A         5.260         0.02         6/29/2012           NCCMT271         197,914.42         197,914.42         N/A         5.260         0.05         12/31/2005           19,742,447.95 <td>3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550         1.28         8/19/2020         100           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580         1.28         8/25/2020         100           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521         0.21         9/7/2022         91.21           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152         0.30         1/5/2023         90.313183           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682         0.19         3/7/2023         89.629402           3135G0K36         85,000.00         815,301.29         11/7/2025         3.719         0.21         4/5/2023         92.12444           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805         0.13         5/3/2023         95.315           3136G46F5         5,000,000.00         5,000,000.00         10/29/2026         0.730         1.28         10/29/2020         100           3135GA2L4         5,000,000.00         67,133,436.13         1.166         17.14         99.1474.34         91,474.34         N/A         5.2</td>	3136G4H63         5,000,000.00         5,000,000.00         8/19/2025         0.550         1.28         8/19/2020         100           3136G4J20         5,000,000.00         5,000,000.00         8/25/2025         0.580         1.28         8/25/2020         100           3135G05X7         920,000.00         839,132.00         8/25/2025         3.521         0.21         9/7/2022         91.21           3135G06G3         1,295,000.00         1,169,555.72         11/7/2025         4.152         0.30         1/5/2023         90.313183           3135G06G3         830,000.00         743,924.04         11/7/2025         4.682         0.19         3/7/2023         89.629402           3135G0K36         85,000.00         815,301.29         11/7/2025         3.719         0.21         4/5/2023         92.12444           3135G0K36         545,000.00         519,466.75         4/24/2026         3.805         0.13         5/3/2023         95.315           3136G46F5         5,000,000.00         5,000,000.00         10/29/2026         0.730         1.28         10/29/2020         100           3135GA2L4         5,000,000.00         67,133,436.13         1.166         17.14         99.1474.34         91,474.34         N/A         5.2