



City Council Agenda
Thursday, April 11, 2024
6:00 PM

City Hall, 35 Cabarrus Ave, W, Concord, NC 28025

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

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

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

February 16, February 20, March 12, and March 14, 2024.

III. Presentations

- 1. Presentation of the 2023 Oakwood Cemetery Military Burial Roster from Mr. Tom Faggart, on behalf of the American Legion Post 51, to the City of Concord, the Concord Police Department, and Oakwood Cemetery.**

This edition contains the names of 1,619 war casualties and veterans buried in Oakwood Cemetery. It is also dedicated to Mexican Punitive Expedition and WWI Veteran Private First Class and Concord Police Officer, Ralph C. Kennerly, who died on 19 October 1920 in service to the citizens of Concord.

The 2023 edition contains a biography of Officer Kennerly. A bronze American Legion medallion which was found buried just under the surface on Officer Kennerly's grave site will also be presented to the Concord Police Department.

In addition, Post 51 would also like to present during this meeting an American Legion Commendation Plaque to Kathy Dean, Regent of the Concord DAR Chapter, to recognize Kathy for her hard work in organizing the 2022 and 2023 Wreath Across America events in Oakwood Cemetery.

- 2. Presentation of the Distinguished Budget Award from the Government Finance Officers Association of the United States and Canada.**

The Government Finance Officers Association awarded the City's FY 2023-2024 budget the Distinguished Budget Presentation Award. This national award is the highest award in government budgeting, recognizing those cities that have prepared exemplary budgets that serve as a policy document, financial plan, operations guide, and a communications device. Only a small percentage of North Carolina municipalities received this award. Receipt of the award for the FY 2024 budget marks the 22nd consecutive year the City has been awarded this recognition.

- 3. Presentation of a Proclamation recognizing April 18th, 2024 as National Lineworker Appreciation Day in the City of Concord.**

- 4. Presentation of a Proclamation recognizing May 9, 2024 as Social Action Day in honor of the Concord Alumnae Chapter of Delta Sigma Theta Sorority, Inc.**

- V. Unfinished Business**
- VI. New Business**
 - A. Informational Items**

B. Departmental Reports

- 1. Parks and Recreation Bonds update**
- 2. Downtown Streetscape update**

C. Recognition of Persons Requesting to be Heard

D. Public Hearings

1. Conduct a public hearing and consider adopting the Agency Annual Plan that updates the policies governing the Public Housing Program.

The Housing Department staff is required to submit an Agency Annual Plan to the United States Department of Housing and Urban Development (HUD) every year seventy-five (75) days prior to the beginning of the fiscal year. This plan must be available for public review for forty-five (45) days prior to adoption and submission. The plan has been completed and ready for review since March 3, 2024. A public hearing must be held prior to adoption for any public comments relative to the proposed changes in the department's Agency Annual Plan. Updated policies include: 1) conversion of Public Housing to Project- Based Rental Assistance or Project-Based Vouchers under RAD; and 2) continue to work with Planning and Neighborhood Development and WeBuild Concord on building more affordable market rate rentals.

The most recent revision to the 5-year plan, approved by HUD on 10/5/2023, continues to place an emphasis on infrastructure improvements such as HVAC and appliance upgrades, tree removal for hazard mitigation purposes, unit abatement/turnarounds and other unit upgrades.

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

2. Conduct a public hearing and consider adopting an ordinance annexing +/-67.037 acres at 4744 & 4722 Stough Rd, (PINs 5518-75-5722, 5518-86 -5204) owned by McGrath RentCorp.

The request is for voluntary annexation. If annexation is approved, the request for zoning to City of Concord I -1 (Light Industrial) will be presented to the Planning and Zoning Commission at the May 21, 2024, meeting. The 2030 Land Use Plan designates the subject property as "Industrial/Employment." City of Concord I-1 (Light Industrial) is a corresponding zoning district to the Land Use Category and would be compatible with the surrounding zoning.

The submitted request is not for a conditional district, so all uses permitted within the I-1 (Light Industrial) zoning classification would be permitted. However, the applicant has submitted a site plan demonstrating the layout for an expansion of trailer storage which would connect to their existing adjacent parcel. No buildings are proposed. Any development of the subject property would require technical site plan review and approval and must meet the standards set forth in the CDO (Concord Development Ordinance) as well as other applicable regulations.

The Acknowledgement of Risk form, related to sewer limitations, has been signed and it has been noted from the applicant that no uses are being proposed that would require sewer.

Recommendation: Conduct a public hearing and consider a motion adopting the annexation ordinance and set the effective date for April 11th, 2024.

3. Conduct a public hearing and consider adopting an ordinance annexing +/- 15.382 acres at 10756 & 10758 Ellenwood Rd., PINs 4670-65-6370; 4670 -64-6808; 4670-65-5413 owned by Barbara Davis and Douglas & Beverly Howell for the construction of one hundred eight (108) rear load townhomes.

Voluntary annexation petition of +/- 15.382 acres of property on Ellenwood Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). The developer has proposed to construct one hundred eight (108) rear load townhomes.

If annexation is approved, the request for zoning to City of Concord RV-CD (Residential Village-Conditional) will be presented to the Planning and Zoning Commission at the May 21, 2024, meeting. The 2030 Land Use Plan designates the subject property as "Village Center." City of Concord RV-CD (Residential Village - Conditional) is a corresponding zoning district to the Land Use Category and would be compatible with the surrounding zoning.

Recommendation: Conduct a public hearing and consider a motion adopting the annexation ordinance and set the effective date for April 11, 2024.

4. Conduct a public hearing to consider adopting an ordinance amending Article 8, "Use Regulations" and Article 14, "Definitions" of the Concord Development Ordinance (CDO) to create regulations to address "Tobacco and Hemp Retail."

In recent years, tobacco and hemp shops, notably with vaping supplies and smoking paraphernalia, have become an emerging land use which has spurred much discussion among the planning profession. The medical community has cited concerns with the impacts of such establishments, particularly as they relate to youth. Several jurisdictions in the State have adopted ordinances to regulate these uses, and others are in the process of drafting such regulations. The amendment simply defines the use and allows the use only in C-2 Commercial General. Tobacco and hemp retail would not be permissible in CC, C-1 or B-1. CC, C -1 and B-1 are neighborhood oriented zoning districts and this use is appropriate in a more intensive commercial district. The proposed definition is based upon information from other jurisdictions within the State, most notably Wake County.

The Concord Downtown Development Corporation (CDDC) Board of Directors submitted a letter supporting the proposed amendment. At their March 19, 2024 meeting, the Planning and Zoning Commission unanimously recommended the amendment to Council.

Recommendation: Motion to adopt an ordinance amending Articles 8 and 14 to adopt a definition and use restrictions regulating tobacco and hemp retail sales.

E. Presentations of Petitions and Requests

1. Consider awarding a bid to D.L. Peoples Construction, Inc. in the amount of \$227,039 to construct a new home at 341 Broad Drive SW.

The City of Concord continues to focus on affordable housing with a proposed new home at 341 Broad Drive. This two-bedroom, one and a half-bath home is 955 square feet in size and was selected to enhance the neighborhood. The quality of materials is always a focus for the City for new construction. By using solar board roof sheathing, which deflects the radiant heat of the sun, the house will stay cooler in the summer thus reducing utility costs while prolonging the life of HVAC equipment. In addition, by sealing all the joints to prevent air leakage, the cost to operate the HVAC is reduced. High performance windows have been added along with a passive radon remediation system to prevent future issues for homeowners. Raised heel trusses are used to allow the full amount of attic insulation even over the outer walls. The appliances are all Energy Star rated and typically rated high in consumer reviews regarding minimal maintenance. Additional wall insulation has been added to further increase the energy efficiency of the home. These components work together to allow the home to be affordable long after the initial purchase.

Staff solicited bids from eleven contractors. The lowest responsible bid was from D.L. Peoples Construction, Inc. for \$227,039. Funding for the construction will come from the City's HOME funds.

Recommendation: Motion to award a bid to D.L. Peoples Construction, Inc. in the amount of \$227,039 to construct a new home at 341 Broad Drive SW.

2. Consider adopting a Resolution Authorizing Issuance and Sale of Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2024.

The City Council previously approved the issuance of up to \$34,130,000 of tax-exempt and taxable multifamily housing revenue bonds for Coleman Mill Lofts and the related bond documents at the November 10, 2022 meeting. At the time of that approval, it was expected that the bonds would be sold in a limited offering through Piper Sandler & Co., as the underwriter. STC Coleman Mill, LLC, the borrower for the project, has now determined to have the bonds sold in a private placement to Cedar Rapids Bank and Trust Company and has requested that the City Council approve this new financing structure and the updated bond documents reflecting the new structure. Additionally, it is now expected that the City will issue only the tax -exempt bonds for the project and that the taxable financing for the project will be set up as a direct loan between Cedar Rapids Bank and the borrower rather than as taxable bonds to be issued by the City. This is why the maximum principal amount of bonds that the City Council is being asked to approve has decreased from \$34,130,000 to \$20,630,000.

Recommendation: Motion to adopt a Resolution Authorizing Issuance and Sale of Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2024.

3. Consider approving a Resolution Authorizing the Negotiation of an Amendment to an Installment Financing Contract and Providing for Certain Other Related Matters Thereto.

The CIP for the City includes the financing of Fire Station 6. Staff is recommending that the City move forward with this financing using Limited Obligation Bonds. The 2014A LOBS that were previously issued for the construction for City Hall are also eligible for refunding. Based on current market conditions showing savings if a refunding is done, staff is recommending that the 2014A LOBS be refunded at the same time that the 2024 LOBS are issued for Fire Station 6. As stated in the resolution, the not to exceed amount for the financing is \$29,000,000. The City has determined that the Police Headquarters is no longer necessary to serve as collateral under the Deed of Trust to secure the City's obligations under the Contract and therefore the City requests U.S. Bank Trust Company, National Association, as Trustee and assignee of the beneficiary under the Deed of Trust, to release the property described as the Police Headquarters in the Deed of Trust.

Recommendation: Motion to approve a Resolution Authorizing the Negotiation of an Amendment to an Installment Financing Contract and Providing for Certain Other Related Matters Thereto.

4. Consider authorizing the City Manager to negotiate and execute a Housing Assistance Payments (HAP) contract with Logan Gardens LLC for the extension of the current Section 8 Project-Based Voucher Program (PBV) contract.

The Villas at Logan Gardens is a forty-four (44) unit apartment complex for low-income seniors. The City of Concord and Logan Gardens LLC entered into a Section 8 Project-Based Voucher Program PBV Housing Assistance Payments Contract in March 2011 for the purpose of providing additional financial resources to current and future tenants of the Villas of Logan Gardens. This PBV site provides stable housing and subsidy for senior adults who operate on a fixed low-income. The HAP contract includes rent redetermination, provided by the Concord Housing Department, for all current one and two bedroom units and will extend to March 10, 2036, the maximum allowable time under HUD's PBV program requirements.

Recommendation: Motion to authorize the City Manager to negotiate and execute an amended Housing Assistance Payments (HAP) contract with Logan Gardens LLC for the purpose of extending the current Section 8 Project-Based Voucher Program (PBV) contract for the Villas at Logan Gardens, a forty-four (44) unit apartment complex for low-income seniors.

5. Consider authorizing the City Manager to negotiate and execute a contract with Queens Waterproofing and Restoration to perform repairs to the Parking Deck at Concord-Padgett Regional Airport.

The Aviation Department conducted an onsite engineering assessment of the parking deck in 2022. The assessment indicated a good general condition and appears to be performing as expected. With all parking structures, there are certain components that need to be replaced periodically (every 5 to 7 years) to keep the structure in serviceable conditions. Based on the assessment, Aviation Department received ten sealed bids for the repairs to the deck on March 5, 2024. The consultant for the project, WGI, reviewed the bids and recommends Queens Waterproofing and Restoration, in the amount of \$191,900. The engineer's estimate for repairs was \$258,900.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Queens Waterproofing and Restoration in the amount of \$202,990 and to adopt a budget amendment.

6. Consider authorizing the City Manager to negotiate and execute a contract with Basinger Contracting Company for the completion of the Coddle Creek WTP Sodium Hypochlorite System Upgrades project in the amount of \$2,677,400.

This project was formally bid with bids being originally opened on January 24, 2024. After opening, the two lowest bids were deemed invalid due to missing required information and the third bid was significantly over the engineer's estimate and funding sources. All bids were rejected and the project was re-advertised as required. Bids were again received on March 14, 2024 with three bids received and all being determined to be valid. Basinger Contracting Company was the low bidder.

This project includes demolition of existing chemical feed system, piping, and storage tanks, equipment pads, and concrete containment in existing building, the repairs of concrete and construction of a new chemical feed, storage, and containment in existing building. Due to favorable bids on the Hillgrove Water Treatment Plant project, this project has been added as part of the revenue bond package.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Basinger Contracting Company for the completion of the Coddle Creek WTP Sodium Hypochlorite System Upgrades project in the amount of \$2,677,400.

7. Consider authorizing the City Manager to negotiate and execute a contract with Bionomic Services Incorporated, Inc. to line 28,252 linear feet of sewer lines and the rehabilitation of 113 manholes.

The Water Resource department performs inspections of the City's sewer lines and identifies those that need to be repaired or replaced. Lines that would cause excessive disturbance to the public if they were repaired or replaced by conventional methods, are earmarked for the cure-in-place pipe rehabilitation method (CIPP). The CIPP method allows the sewer lines to be rehabilitated without the disturbances to the public caused by the conventional method of excavation and replacement.

This project was publicly bid, eight (8) bids were received, and the lowest responsible bidder was Bionomic Services Incorporated, Inc. in the amount of \$1,293,073.95.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Bionomic Services Incorporated, Inc. in the amount of \$1,293,073.95 for the rehabilitation of 28,252 linear feet of sewer lines and 113 manholes.

8. Consider a Preliminary Application from Angela Michelle Edwards.

In accordance with City Code Chapter 62, Angela Michelle Edwards has submitted a preliminary application to receive water service outside the City limits. The property is located at 51 Ichabod Circle, Concord NC. This parcel is within Subarea A of the Central Area Plan Interlocal agreement with the

County. It is zoned county AO (Agricultural). The parcel is a single service lot of record in existence as of June 30, 2008 and is currently developed with a single family home. Water is available but sewer is not available to the parcel.

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

9. Consider a Preliminary Application from Robert Cronin.

In accordance with City Code Chapter 62, Robert Cronin has submitted a preliminary application to receive water service outside the City limits. The property is located at 5617 Mountaineer Lane, Concord NC. It is zoned county LDR. The parcel is currently developed with a single family home. Water is available but sewer is not available to the parcel.

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

10. Consider making appointments/reappointments to the Concord United Committee.

In April 2021, when the Concord United Committee members were first appointed, they were appointed to staggered terms with a group of members being appointed to a three (3) year term which will expire on April 30, 2024. Therefore, these members are eligible to be reappointed to their second full three (3) year term.

Also, Robert Kirk doesn't wish to be reappointed; therefore, that would create a vacancy on the Committee and leave a Co-chair position vacant.

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

VII. Consent Agenda

A. Consider approving unit number change for HOME agreement between STC Coleman Mills, LLC and the City of Concord related to the rehabilitation of Coleman Mills.

In April of this year, Council approved to increase the HOME allocation for the rehabilitation of Coleman Mills to \$770,000. After discussions with the developer staff has been informed the National Parks Service requires the number of units to be reduced from 150 to 144. North Carolina Housing Finance Agency will be approving this change for the Tax Credit portion before bond closing. This change will not impact the seven (7) floating HOME designated units within the complex.

The current time frame is to close the purchase of the property and the bond in April or May of 2024. Construction would begin within a few weeks of closing. HOME funds would be requested in 2025.

Recommendation: Motion to approve unit number change for HOME agreement between STC Coleman Mills, LLC and the City of Concord related to the rehabilitation of Coleman Mills.

B. Consider approving a default policy for residents who fail to comply with terms of the rehabilitation program Deed of Trust and Note.

As lead entity for the Cabarrus/Iredell/Rowan HOME Consortium, Concord is responsible for ensuring compliance for all aspects of HUD programs. This includes the need for a policy which defines how the City and Consortium Members will determine if a lien is in default and what steps will be taken to notify residents when the property is not in compliance.

The policy defines that two (2) attempts will be made to contact the resident to correct the default. If those fail, a demand letter will be issued by the respective Legal Department. If contact is not

established, the City will, at its discretion, proceed with the legal means identified within the Deed of Trust or Deed Restriction executed at the time assistance was provided. All edits and corrections to the policy were guided by the Legal Department staff and HUD training materials.

Recommendation: Motion to approve a default policy for residents who fail to comply with terms of the rehabilitation program Deed of Trust and Note.

C. Consider authorizing the Fire Department staff to apply for the Office of State Fire Marshal (OSFM) Summer Camp Grant.

This is a newly released \$5,000 grant to assist and support with needed supplies, meals and equipment for our teen participants that are learning about the fire service.

Recommendation: Motion to approve the Fire Department staff to apply for the OSFM summer camp grant.

D. Consider authorizing the City of Concord Electric Systems to accept the U.S. Department of Energy, Bipartisan Infrastructure Legislation (BIL) 2021, Energy Efficiency and Conservation Block Grant Program (EECBG) grant award and to adopt a budget ordinance to amend the budget for the Electric, Housing and Planning & Neighborhood Development Departments capital project to appropriate Department of Energy grant funds received.

City of Concord Electric Systems received notice from the Depart Energy that Bipartisan Infrastructure Legislation (BIL) 2021, Energy Efficiency and Conservation Block Grant Program (EECBG) grant funds in the amount of \$153,940 have been allocated for City of Concord Electric Systems in FY24. These grant funds will be used for the purpose of funding the purchase of four electric vehicles and two electric vehicle charges.

Recommendation: Motion to accept the grant award and adopt an ordinance to amend the FY24 Budget Ordinance for the City of Concord Electric Systems – Electric Construction Department, the Housing Department, and Planning and Neighborhood Development Department to appropriate Department of Energy FY24 grant funds.

E. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29 to promote the Coca Cola 600 Memorial Weekend Race.

Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I-85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Coca Cola 600 Memorial Weekend Race. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant is requesting to install the banners no earlier than May 9, 2024 and remove the banners no later than May 31, 2024.

Recommendation: Motion to approve a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29 to promote the Coca Cola 600 Memorial Weekend Race.

F. 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: Piper Landing Subdivision Phase 2, Map 1. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Piper Landing Subdivision Phase 2, Map 1.

G. 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: The Villas at Rocky River, (PIN 5527-42-8844).

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication from The Villas at Rocky River (PIN 5527-42-8844).

H. Consider accepting an offer of infrastructure at The Mills at Rocky River PH 2C MP 3 and Troutman Enterprises.

The developers are offering a total of 70 LF of 12-inch water line and 2 valves and 2,753 LF of roadway.

Recommendation: Motion to accept an offer of infrastructure at The Mills at Rocky River PH 2C MP 3 and Troutman Enterprises.

I. Consider approving a donation of \$1,500 from the Mayor's Golf Tournament Fund to The Big E-The Elephant in the Room Life Changers, Inc. and adopt a budget ordinance appropriating the donation.

If approved, the funds will be used to assist with community events such as Bowl for Autism, the first inaugural Suicide Awareness 5K Walk/Run in Cabarrus County, and the Healthy Food Harvest.

Recommendation: Motion to approve a donation in the amount of \$1,500 from the Mayor's Golf Tournament Fund to The Big E-The Elephant in the Room Life Changers, Inc. and adopt a budget ordinance appropriating the donation.

J. Consider approving a \$2,500 donation from the Mayor's Golf Tournament Fund to the Cabarrus Arts Guild and adopt a budget ordinance appropriating the donation.

If approved, the funds will be used to assist with an outreach program aimed at underserved community children of various age groups at the Boys and Girls Club of Cabarrus County.

Recommendation: Motion to approve a \$2,500 donation from the Mayor's Golf Tournament Fund to the Cabarrus Arts Guild and to adopt a budget ordinance appropriating the donation.

K. Consider adopting an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate funds for a donation from the Mayor's Golf Tournament Fund to Be the Lite CDC, Inc. Summer Enhancement Program.

At the March 14, 2024 council meeting, Council approved a donation of \$2,000 from the Mayor's Golf Tournament Fund to Be the Life CDC, Inc. Summer Enhancement Program. A budget amendment is needed to appropriate funds for this purpose.

Recommendation: Motion to adopt an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate funds for a donation from the Mayor's Golf Tournament Fund to Be the Lite CDC, Inc. Summer Enhancement Program.

L. Consider adopting a General Fund operating budget amendment and a General Fund Project Fund project budget amendment.

Funding for the Charlie District renovation project was incorrectly budgeted in the police operating budget. The attached budget amendments move these funds from the police budget to the project budget that has been setup for these renovations.

Recommendation: Motion to adopt a General Fund operating budget amendment and a General Fund Project Fund project budget amendment.

M. Consider accepting the Tax Office reports for the month of February 2024.

The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of February 2024.

N. Consider approving the Tax Releases/Refunds from the Tax Collection Office for the month of February 2024.

G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of February 2024.

O. Receive monthly report on status of investments as of February 29, 2024.

A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: 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

X. General Comments by Council of Non-Business Nature

XI. Closed Session (If Needed)

XII. Adjournment

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



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

December 26, 2023

Lesley Reder

City of Concord, North Carolina

Dear Lesley:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning July 2023. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. The Certificate of Recognition is presented to: **Finance Department.**
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

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

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Concord
North Carolina**

For the Fiscal Year Beginning

July 01, 2023

Christopher P. Morrill

Executive Director



PROCLAMATION *OFFICE OF THE MAYOR*

WHEREAS, on January 3, 2017, the 115th Congress of the United States adopted House Resolution 10 recognizing lineworkers, the profession of lineworkers, the contributions these brave men and women make to protect public safety, and expressing support for the designation of April 18 as National Lineman Appreciation Day; and

WHEREAS, the City Council celebrates the profession of electric lineworkers and wishes to honor its Electric Systems Department personnel for their exemplary service to Concord and its citizens; and

WHEREAS, electric utilities employ a special class of employees – electric lineworkers – responsible for building and maintaining the distribution lines that bring electricity to homes and businesses, constantly devoting themselves to their duty; and

WHEREAS, this profession demands passion, dedication, and ongoing training and requires lineworkers to maintain the lines around the clock, ensuring they can provide safe, reliable energy to the community; and

WHEREAS, lineworkers are often first responders during storms, working to repair broken and damaged electric lines under hazardous conditions in order to make the area safe for other public safety heroes; and

WHEREAS, lineworkers play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure, putting their lives on the line every day by working with the many dangers of high voltage, and

WHEREAS, the lineworkers of the Concord Electric Systems and their example of service above self are deserving of the respect, admiration, and appreciation of all the citizens of Concord;

NOW, THEREFORE, I, William C. Dusch, Mayor of the City of Concord, North Carolina, on behalf of the City Council, do hereby proclaim April 18, 2024 in the City of Concord as:

“Lineworker Appreciation Day”



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

William C. Dusch, Mayor

ATTEST:

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
--	---	--

purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs** or **TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	<p>PHA Name: <u>City of Concord Housing Department</u> PHA Code: <u>NC008</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2024</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>174</u> Number of Housing Choice Vouchers (HCVs) <u>569</u> Total Combined Units/Vouchers <u>743</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>The proposed Plan was made available for review at the Administrative Office located at 283 Harold Goodman Circle, Concord, NC 28025 by public notice on February 12, 2023. The notice also provided notice of a public hearing to be held on April 13, 2023. The approved plan will be available at the Administrative Office.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 20%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 30%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 15%;">PH</th> <th style="width: 15%;">HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																			
		PH	HCV																								
Lead PHA:																											

B. Plan Elements

B.1 Revision of Existing PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

Y N

- Statement of Housing Needs and Strategy for Addressing Housing Needs
- Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- Financial Resources.
- Rent Determination.
- Operation and Management.
- Grievance Procedures.
- Homeownership Programs.
- Community Service and Self-Sufficiency Programs.
- Safety and Crime Prevention.
- Pet Policy.
- Asset Management.
- Substantial Deviation.
- Significant Amendment/Modification

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

(c) The PHA must submit its Deconcentration Policy for Field Office review.

B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y N

- Hope VI or Choice Neighborhoods.
- Mixed Finance Modernization or Development.
- Demolition and/or Disposition.
- Designated Housing for Elderly and/or Disabled Families.
- Conversion of Public Housing to Tenant-Based Assistance.
- Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.
- Occupancy by Over-Income Families.
- Occupancy by Police Officers.
- Non-Smoking Policies.
- Project-Based Vouchers.
- Units with Approved Vacancies for Modernization.
- Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

HOUSING AUTHORITY OF THE CITY OF CONCORD
RAD CONVERSION FOR ANNUAL PLAN

The following information is to meet requirements of the RAD-Specific portion of the PHA Plan:

The Housing Authority of the City of Concord will convert a total of 46 units housed in a family development known as Wilkinson Homes, included in AMP NC008000001 from public housing to project-based vouchers using the Rental Assistance Demonstration (RAD) program.

The current unit mix is as follows:

Bedrooms	No. Of Units
1	13
2	21
3	10
4	2

No de minimis unit reductions, unit reductions that are exempt from the de minimis cap, or changes in the bedroom distribution of units will be proposed as part of the conversion.

The Housing Authority of the City of Concord will convert to project-based vouchers (PBV) in the RAD program with its already adopted set of policies in the Section 8 Administrative Plan to govern eligibility, admission, selection, and occupancy of units at Wilkinson Homes after it has been converted. The conversion will include any waiting list preferences that will be adopted for the Covered Project as well as the Resident Rights and Participation, Tenant Protections for residents stated in Section 1.6, Attachment 1B of this Notice and the RAD Fair Housing, Civil Rights, and Relocation Notice - Notice H 2016-17, PIH 2016-17 (HA). (See Table 1 below for more specific guidance).

No transfer of assistance will be used for the conversion and all RAD project-based vouchers will be held at the current property.

The Housing Authority of the City of Concord is not currently under any voluntary compliance agreement, consent order or consent decree or final judicial ruling or administrative ruling or decision. The PHA has assurance that the conversion activities will not have a negative impact on the compliance with the guidelines.

The Housing Authority of the City of Concord will make significant changes to the building

structures and will be relocating current residents within Wilkinson Homes. The Wilkinson Homes property, along with all activities related to the RAD conversion will comply with Section 5.2 of the RAD Fair Housing, Civil Rights, and Relocation Notice (Notice H 2016-17/PIH 2016-17 (HA)) and all applicable site selection and neighborhood reviews.

The Housing Authority of the City of Concord will comply to any additional required information and certifications necessary to submit a the PHA Plan, including Resident Advisory Board comments and responses, challenged elements, and all required certifications.

The Housing Authority of the City of Concord is not a Moving to Work agency.

Additionally, in accordance with 24 CFR Part 903, during the PHA Plan submission the housing authority shall notify the public that the current and future Capital Fund Program Grants Budgets will be reduced as a result of any projects converting to RAD.

All allocated capital funds will be used to fund an appropriate replacement reserve and/ or operating reserve in the RAD conversion.

The PHA does not have CFFP or EPC debt.

The PHA intends to convert all of the remaining units in the AMP to Project Based Vouchers using a public housing repositioning option of Section 18 or Section 22 or RAD.

Table 1: List of RAD Program Elements Affecting Resident Rights and Participation, Waiting List and Grievance Procedures for PBV and PBRA

Below, please find a table listing out each of the provisions affecting residents' rights and participation, waiting list and grievance procedures that must be included in a PHA's Significant Amendment. The table lists out the provisions applicable to the type of conversion (PBV or PBRA) that the PHA is proposing. This list is not a substitute for providing a copy of the relevant tenant protections listed below. PHAs should either provide reference to these tenant protections or place the tenant protections cited in this table directly into their Plan submission.

Project Based Voucher Requirements	Project Based Rental Assistance Requirements (Section 1.7 of Notice H 2019- xx, PIH 2019-xx; and Notice H 2016-17, PIH 2016-17)
Tenant Protections Under Notice H 2016-17; PIH 2016-17	
1. Right to Return and Relocation Assistance	1. Right to return and Relocation Assistance
Tenant Protections Under Section 1.6.C (PBV) or Section 1.7.B (PBRA)	
1. No rescreening of tenants upon conversion	1. No rescreening of tenants upon conversion
2. Under-Occupied Unit	2. Under-Occupied Unit
3. Phase-in of tenant rent increase	3. Phase-in of tenant rent increase

4. FSS and ROSS-SC programs	4. FSS and ROSS-SC programs
5. Resident Participation and Funding	5. Resident Participation and Funding
6. Termination notification	6. Termination notification
7. Grievance process	7. Grievance process
8. Earned Income Disregard.	8. Earned Income Disregard
9. Jobs Plus	9. Jobs Plus
10. When Total Tenant Payment Exceeds Gross Rent.	10. When Total Tenant Payment Exceeds Gross Rent.
Tenant Protections Under Section 1.6.D (PBV) or Section 1.7.C (PBRA)	
1. Establishment of Waiting List	1. Establishment of Waiting List
2. Choice-Mobility	2. Choice-Mobility

By way of summary and not as a modification of the program requirements set forth in the Notice provisions referenced, please note that the foregoing tenant protections for RAD PBV residents apply to non-RAD PBV residents of the same Covered Project with the exception of Choice Mobility. Standard PBV Choice Mobility requirements apply to non-RAD PBV residents.

Units with Approved Vacancies for Modernization

The City of Concord Housing Department will request approval from HUD for units that need to be modernized during unit turnaround.

B.3

Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

Public Housing Goals:

1. Revitalization of the Wilkinson Community to expand affordable housing.

The City of Concord commissioned an affordable housing study in 2019 that identified a need for 3,000 new affordable housing units over the next 10-15 years. That study led to the City creating a non-profit, WeBuild Concord, to partner with the City to enhance and expand our affordable housing efforts. The Wilkinson community presents a wonderful opportunity to revitalize existing housing stock while doubling site density, potentially creating a true transitional community with a variety of housing types. The City has hired Selenium Consulting Partners to assist us with an evaluation of this community to determine if repositioning is appropriate and if so, what structure is best. Resident feedback and engagement will be a critical component of this evaluation.

The Housing Department continues to work with Selenium Consulting Partners on the repositioning of Wilkinson Homes. We applied for and received a Commitment to Enter into a Housing Assistance Payment (CHAP) on January 23, 2024. We have held several resident meetings to provide updates on the progress of the project. Residents continue to be engaged with questions and comments. We will begin working with DELCK Consulting on the relocation process. on

Section 8 Goals:

1. Continue to work with Planning and Neighborhood Development and WeBuild Concord on building more affordable market rate rentals.

The Executive Director of the Housing Department continues to serve on the board of directors for WeBuild Concord in an effort to enhance collaboration efforts between the City and the non-profit. Several parcels of land have been identified for future development. The Planning and Neighborhood Development Department and the Housing Department also continue to collaborate on opportunities. These efforts will continue in the coming year.

2. Solicit new landlords through educational workshops on how to become a Section 8 Landlord

The City continues to host landlord and property manager workshops at least twice per year. In the coming year, we plan to work with various groups such as the Realtor's Association to market future workshops and identify new landlords (as recommended by our HUD rep).

B.4	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>The most recent revision to the 5-year plan was approved by HUD on 10/5/2023. We continue to focus on infrastructure improvements, HVAC and appliance replacements, tree removal for hazard mitigation, vacancy turnaround, and modernization. Funding has also been allocated to eliminate debt associated with the construction of a new Public Housing maintenance building.</p>
B.5	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>C. Other Document and/or Certification Requirements.</p>	
C.1	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>See attached document</p>
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
C.5	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing (AFFH).

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

<p>Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u></p> <p>We will host workshops on Fair Housing in partnership with the City of Concord's Planning and Neighborhood Development Department. Participants will include landlords and property managers with speakers from the North Carolina Fair Housing Investigations Department and the Office of Administrative Hearings.</p>
<p>Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u></p> <p>We will work with our community partners to ensure that our programs are marketed to include populations that are facing housing insecurities.</p>
<p>Fair Housing Goal: <u>Describe fair housing strategies and actions to achieve the goal</u></p>

**Capital Fund 5 Year Plan
Years 2024-2028**

Prepared:

Activity	2024	2025	2026	2027	2028	SYP Total	Prev. Cap Funds	
							for Project	Total Project
General Operations -Operations	80,238.85	43,518.72	104,439.47	83,084.00	95,752.00	407,033.04		407,033.04
Loan Payment (Maint. Bldg-Operations)	36,513.15	36,878.28	37,247.06	202,668.00		313,306.49		313,306.49
Tree Trimming/Removal	15,000.00	15,000.00	15,000.00	5,000.00	15,000.00	65,000.00	45,500.00	110,500.00
Appliances	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	150,000.00	93,053.00	243,053.00
Lark Ct. Kitchen/Bathroom Renovation	95,000.00	57,000.00	57,000.00			209,000.00	200,000.00	409,000.00
Water Plumbing Project	25,000.00	26,355.00	26,355.00			77,710.00	222,960.00	300,670.00
Plumbing (Drainline upgrades)	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	87,500.00		87,500.00
HVAC Replacement	29,000.00	69,000.00	52,710.47	40,000.00	44,000.00	234,710.47	134,140.00	368,850.47
HVAC Preventative Maintenance	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00		75,000.00
Unit Turnaround/Abatement	50,000.00	50,000.00	50,000.00	50,000.00	55,000.00	255,000.00	348,823.00	603,823.00
Foundation Repairs	50,000.00					50,000.00	144,209.00	194,209.00
Larkhaven Playground Replacement		45,000.00				45,000.00		45,000.00
Roof Repairs	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	75,000.00	169,779.00	244,779.00
Larkhaven Exterior Upgrades (replace columns, gutter repairs, paint front doors)		38,000.00	38,000.00			76,000.00	44,700.00	120,700.00
Maintenance Bldg-Shelving-					11,000.00	11,000.00	8,500.00	19,500.00
Kitchen Cabinet Replacement					20,000.00			
Site Improvements- Landscaping					15,000.00			
Development- RAD					100,000.00			
Insulation					25,000.00			
Technologie improvements (Upgrade Tablets for HAB, HAB Software Update, Conf/Training room tech updates)-Operations	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	25,000.00		25,000.00
Admin Office-Repairs/Upgrades -Operations	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	50,000.00		50,000.00
Total per Grant	473,252.00	473,252.00	473,252.00	473,252.00	473,252.00	2,206,260.00	1,411,664.00	3,617,924.00
Operations Total	131,752.00	95,397.00	156,686.53	300,752.00	110,752.00			

**Certifications of Compliance with
PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning ___07/01/2024___, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Concord Housing Department
PHA Name

NC008
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2024

5-Year PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director	Name Board Chairman
Della F. Robinson Signature <i>Della F. Robinson</i> Date <i>3/28/24</i>	William C Dusch Signature <i>William C Dusch</i> Date <i>4/2/24</i>

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, William C. Dusch, the Mayor of Concord North Carolina
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

City of Concord Housing Department

is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Concord
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The PHA Plan is consistent with the applicable comprehensive housing affordability strategy for the jurisdiction in which the City of Concord Housing Department is located.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: William C. Dusch	Title: Mayor
Signature: 	Date: <u>February 28, 2024</u>

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

City of Concord Housing Department

Program/Activity Receiving Federal Grant Funding

City of Concord Housing Department

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

William C. Dusch

Title

Mayor

Signature



Date (mm/dd/yyyy)

02/28/2024

Previous edition is obsolete

form HUD 50071 (01/14)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

City of Concord Housing Department

Program/Activity Receiving Federal Grant Funding

City of Concord Housing Department

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

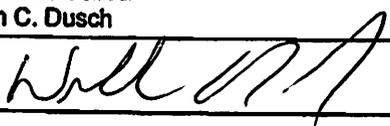
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official William C. Dusch	Title Mayor
Signature X 	Date February 28, 2024

form HUD-50070 (3/98)

Meeting Date

April 11, 2024

Annexation Staff Report

This request is a voluntary annexation petition of two (2) parcels totaling +/- 67.037 acres of property on Stough Rd. The property is currently zoned Cabarrus County LI (Limited Industrial). The properties are owned by McGrath RentCorp. A map has been provided depicting the location of the properties.

If annexation is approved, the request for zoning to City of Concord I-1 (Light Industrial) will be presented to the Planning and Zoning Commission at the May 21, 2024, meeting. The 2030 Land Use Plan designates the subject property as "Industrial/Employment." City of Concord I-1 (Light Industrial) is a corresponding zoning district to the Land Use Category, and would be compatible with the surrounding zoning. The submitted request is not for a conditional district, so all uses permitted within the I-1 (Light Industrial) zoning classification would be permitted. However, the applicant has submitted a site plan demonstrating the layout for an expansion of trailer storage which would connect to their existing adjacent parcel. No building are proposed. Any development of the subject property would require technical site plan review and approval and must meet the standards set forth in the CDO (Concord Development Ordinance) as well as other applicable regulations.

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. Comments were returned noting that the property is not currently served with sewer and sewer extension by developer would be required with flow acceptance not guaranteed until project permitting. Comments were shared with the applicant. The Acknowledgement of Risk form, related to sewer limitations, has been signed and it has been noted from the applicant that no uses are being proposed that would require sewer.

Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated March 27, 2024, and was advertised in the Independent Tribune on March 31, 2024.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 67.037 ACRES OF
PROPERTY LOCATED AT 4744 & 4722 STOUGH RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on April 11th, 2024 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 April 11, 2024 after due notice by The Independent Tribune on March 31st, 2024; 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 11th day of April 2024:

Parcel #1

Beginning at an Iron Pipe found on the westerly margin of Stough Road (State Road 1309 and being a 60' Public R/W) at the southeasterly corner of the Dalas-Auto, LLC property as recorded in Deed Book 16194, Page 150 in the Cabarrus County Public Registry, said Iron Pipe is located at NC State Grid coordinates of 586,631.75 North, 1,518,645.69 East (NAD 83/2011). Thence **N 71-25-28 E** a distance of **18.35 feet** to an Iron Pin found within said Stough Road right-of-way on the westerly boundary of the Gelegenheit Properties, LLC and Zugzwang Properties, LLC property as recorded in Deed Book 12353, Page 16 in said Registry; thence with the westerly boundary of said Gelegenheit Properties, LLC property **S 27-51-09 E** a distance of **23.98 feet** to an Iron Pipe found at the northwesterly corner of the Smith Family of Cabarrus, LLC property as recorded in Deed Book 8592, Page 198 in said Registry; thence with the westerly boundary of said Smith Family property **S 27-51-09 E** a distance of **135.45 feet** to a point; thence **S 53-33-15 W** a distance of **3.48 feet** to an Iron Pin set at the northeasterly corner of the Leon and Shelby Stough Irrevocable Trust property Tract Two as recorded in Deed Book 13651, Page 196 in said Registry; thence with said Stough Irrevocable Trust property the following three (3) lines: (1) **S 53-33-15 W** a distance of **695.99 feet** to an Iron Pipe found; (2) **S 27-40-44 E** a distance of **126.47 feet** Iron Pipe found; (3) **N 53-33-15 E** a distance of **696.96 feet** to an Iron Pin set; thence **N 53-33-15 E** a distance of **3.01 feet** to a point on the westerly boundary of aforesaid Smith Family of Cabarrus, LLC property; thence with said Smith Family property **S 27-51-09 E** a distance of **29.17 feet** to a point; thence **S 44-28-23 W** a distance of **3.42 feet** to an Iron Pin found at the northwesterly corner of the McGrath RentCorp property as recorded in Deed Book 15893, Page 164 in said Registry; thence with the northerly boundary of said McGrath RentCorp property the following two (2) lines: (1) **S 44-28-23 W** a distance of **1,929.29 feet** to an Iron Pipe found; (2) **S 63-44-05 W** a distance of **1,173.90 feet** (passing an Iron Pipe found at 1065.87 feet) to a point in Coddle Creek said point being on the easterly boundary of the J.B. Hardister property (Cabarrus County PIN 55184358490000); thence the following seven (7) lines within Coddle Creek: (1) with the easterly boundary of said J.B. Hardister property **N 45-46-55 W** a distance of **194.71 feet** to a point; (2) continuing with the easterly boundary of said J.B. Hardister property and continuing with the easterly boundary of the J.G. Blackwelder property as recorded in Deed Book 8890, Page 159 in said Registry **N 43-00-39 W** a distance of **539.57 feet** to a point; (3) continuing with the easterly boundary of said J.G. Blackwelder property **N 17-42-39 W** a distance of **230.05 feet** to a point; (4)

continuing with the easterly boundary of said J.G. Blackwelder property **N 6-45-21 E** a distance of **159.78 feet** to a point; (5) continuing with the easterly boundary of said J.G. Blackwelder property and further continuing with the easterly boundary of the Hawick Commons Homeowners Association property as recorded in Map Book 32, Pages 82-83 in said Registry **N 47-38-02-E** a distance of **121.32 feet** to a point; (6) continuing with the easterly boundary of said Hawick Common HOA property **N 63-30-49 E** a distance of **342.81 feet** to a point; (7) with the easterly boundary of said Hawick Commons HOA property **N 10-21-45 E** a distance of **238.73 feet** to a point at the southeasterly corner of the Motorsports Investments, LLC property as recorded in Deed Book 14009, Page 296 in said Registry; thence with the southerly boundary of said Motorsports Investments, LLC property the following three (3) lines: (1) **N 70-07-49 E** a distance of **167.68 feet** to an Iron Pin found; (2) **N 72-38-26 E** a distance of **253.49 feet** to an Iron Pin found; (3) **N 71-27-48 E** a distance of **434.11 feet** to an Iron Pin found at the southeasterly corner of the N.S. McIntosh property as recorded in Deed Book 15464, Page 214 in said registry; thence with the southerly boundary of said N.S. McIntosh property **N 71-24-45 E** a distance of **99.98 feet** to an Iron Pin found at the southeasterly corner of the Stough Road Development, LLC property as recorded in Deed Book 7538, Page 318 in said Registry; thence with the southerly boundary of said Stough Road Development property and continuing with the DND Services, LLC property as recorded in Deed Book 8683, Page 153 in said Registry and further continuing with the Valjevac International, LLC property as recorded in Deed Book 8683, Page 155 in said Registry **N 71-26-15 E** a distance of **295.54 feet** to an Iron Pipe found at the southeasterly corner of the H.E. Horne property as recorded in Deed book 9791, Page 94 in said Registry; thence with the southerly boundary of said H.E. Horne property **N 71-25-23 E** a distance of **100.29 feet** to an iron Pipe found at the southeasterly corner of the Karina Investments, LLC property as recorded in Deed Book 8384, Page 317 in said Registry; thence with the southerly boundary of said Karina Investments property the following two (2) lines: (1) **N 71-28-49 E** a distance of **32.86 feet** to an Iron Pipe found; (2) **N 71-15-04 E** a distance of **117.08 feet** to an Iron Pipe found at the southeasterly corner of the Pinto Holdings, LLC property as recorded in Deed Book 7347, Page 103 in said Registry; thence with the southerly boundary of said Pinto Holdings property **N 71-28-14 E** a distance of **150.93 feet** to an Iron Pipe found at the southeasterly corner of the 6474 Properties, LLC property as recorded in Deed Book 16153, Page 316; thence with the southerly boundary of said 6474 Properties property **N 71-07-07 E** a distance of **160.83 feet** to an Iron Pipe found; thence continuing with said 6474 Properties property and further continuing with the Motorsports Center, LLC property as recorded in Deed Book 9543, Page 176 in said Registry **N 71-23-30 E** a distance of **245.35 feet** to an Iron Pin found at the southeasterly corner of Divine Hardwood Flooring & Construction, Inc. property as recorded in Deed Book 10397, Page 327 in said Registry; thence with the southerly boundary of said Divine Hardwood property **N 71-16-16 E** a distance of **100.92 feet** to an Iron Pipe found at the southeasterly corner of aforesaid Dalas-Auto, LLC property; thence with the southerly boundary of said Dalas-Auto, LLC property **N 71-20-38 E** a distance of **332.24 feet** to the Point and Place of Beginning, being 65.039 acres more or less. All as shown on that ALTA/NSPS Land Title Survey last revised on December 11, 2023 by J. Martin Zoutewelle, L-3498.

Parcel #2

Beginning at an Iron Pin set on the westerly margin of Stough Road (State Road 1309 and being a 60' Public R/W) at a southeasterly corner of the Leon and Shelby Stough Irrevocable Trust Tract One property as recorded in DB 13651, Page 196 in the Cabarrus County Public Registry; thence with the boundaries of said Stough Irrevocable Trust property the following three (3) lines: (1) **S 53-33-15 W** a distance of **695.99 feet** to an Iron Pipe found; (2) **S 27-40-44 E** a distance of **126.47 feet** to an Iron Pipe found; (3) **N 53-33-15 E** a distance of **696.96 feet** to an Iron Pin set on the westerly margin of said Stough Road; thence with the westerly margin of said Stough Road **N 28-06-45 W** a distance of **126.32 feet** to the Point and Place of Beginning, being 1.998 acres more or less. All as shown on that ALTA/NSPS Land Title Survey last revised on December 11, 2023 by J. Martin Zoutewelle, L-3498.

SECTION 2. Upon and after the 11th day of April, 2024 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 11th day of April 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

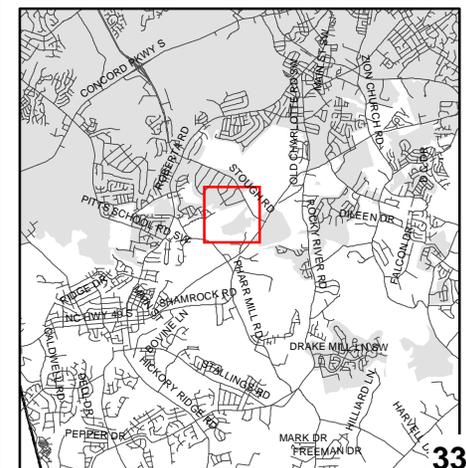
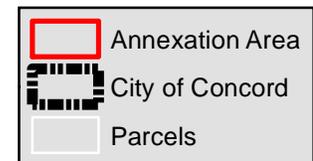
**ANX-03-24
AERIAL**

4722 & 4744 Stough Rd

PIN: 5518-75-5722 & 5518-86-5204



*Annexation
Area*





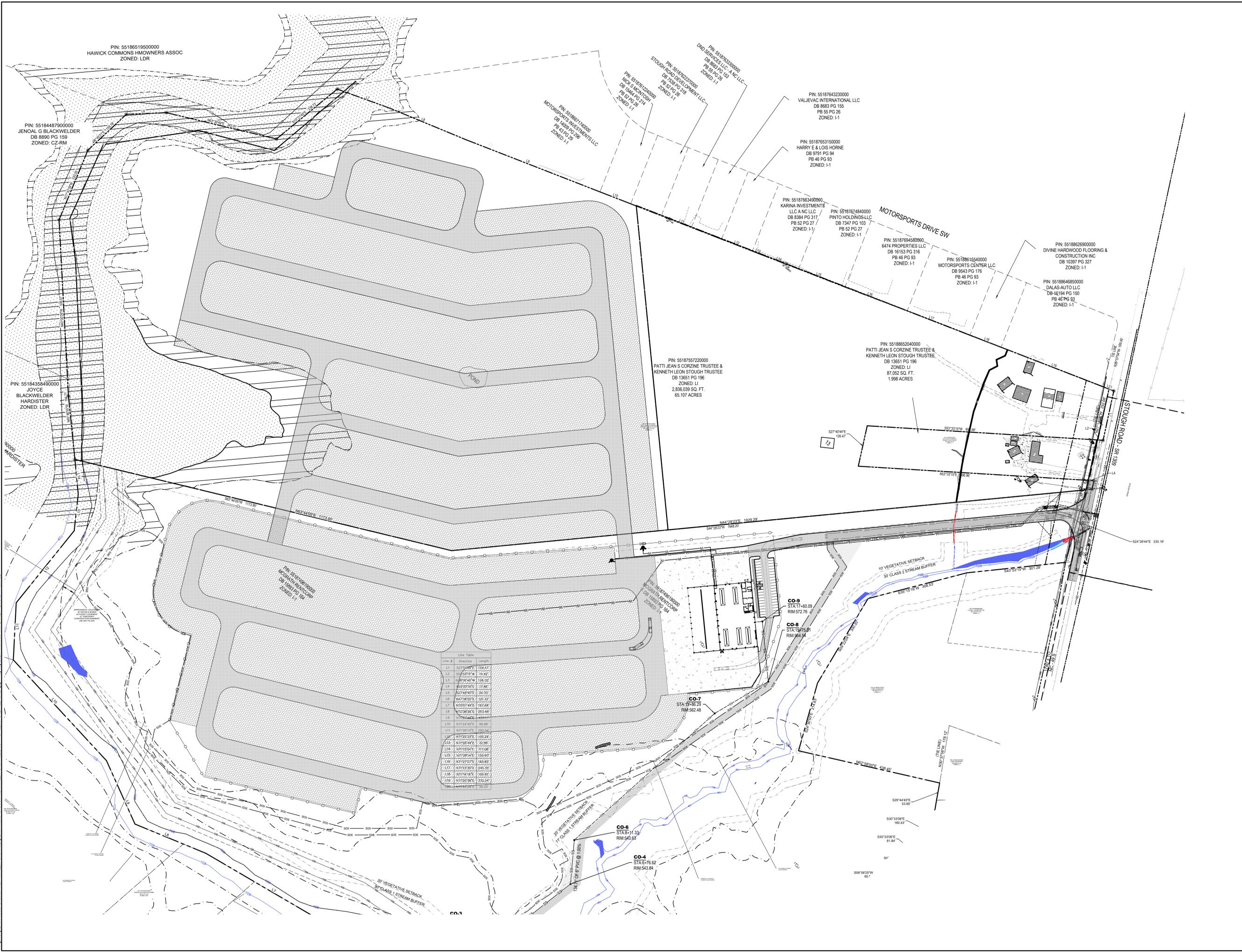
MCGRATH RENTCORP - STORAGE FACILITY
4862 STOUGH RD
CONCORD, NORTH CAROLINA 28027
OVERALL SITE & UTILITY PLAN

REVISIONS

NO.	DATE	DESCRIPTION

THE DRAWING IS THE PROPERTY OF BURTON ENGINEERING ASSOCIATES AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

PROJECT NUMBER: 021.614.003
C200
 Sheet 3 of 28



Line #	Direction	Length
L1	S27°54'49"E	154.47
L2	S53°37'15"W	38.49
L3	N48°39'45"W	134.32
L4	S53°37'15"W	77.86
L5	S27°54'49"E	262.95
L6	N48°39'45"W	133.22
L7	N39°07'49"E	147.68
L8	N72°38'08"E	262.48
L9	N72°38'08"E	434.71
L10	N71°24'45"E	99.89
L11	N71°24'45"E	266.58
L12	N71°24'45"E	166.28
L13	N71°24'45"E	21.96
L14	N71°24'45"E	317.08
L15	N71°24'45"E	130.94
L16	N71°24'45"E	163.89
L17	N71°24'45"E	243.20
L18	N71°24'45"E	156.82
L19	N71°24'45"E	135.24
L20	N71°24'45"E	74.53

F:\UNC\021614003 STOUGH RD TRAILER STORAGE\021.614.003 STOUGH RD TRAILER STORAGE.DWG 3--C200 OVERALL SITE (2) 3/15/2024 1:54:55 PM LAMER-LCTB CHSE

Meeting Date

April 11, 2024

Annexation Staff Report

This request is a voluntary annexation petition of three (3) parcels totaling +/- 15.382 acres of property on Ellenwood Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). The properties are owned by Barbara Davis and Douglas & Beverly Howell and the authorized petitioner for the annexation is Moore & VanAllen. PLLC. A map has been provided depicting the location of the properties.

If annexation is approved, the request for zoning to City of Concord RV-CD (Residential Village - Conditional) will be presented to the Planning and Zoning Commission at the May 21, 2024, meeting. The 2030 Land Use Plan designates the subject property as "Village Center." City of Concord RV-CD (Residential Village - Conditional) is a corresponding zoning district to the Land Use Category, and would be compatible with the surrounding zoning.

Applications for annexation and rezoning may be submitted simultaneously so that the corresponding site plan can be under technical review while the annexation is being processed. The proposed site plan is currently in review.

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.

Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated March 27, 2024, and was advertised in the Independent Tribune on March 31, 2024.

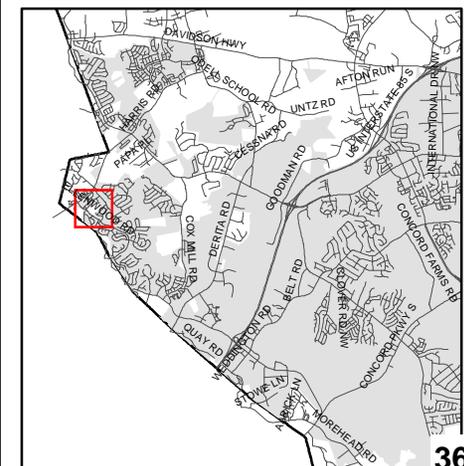
**ANX-01-24
AERIAL**

10756 & 10758 Ellenwood Rd

PINs: 4670-65-6370, 4670-65-5413
& 4670-64-6808



	Annexation Area
	City of Concord
	Parcels



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 15.382 ACRES OF
PROPERTY LOCATED AT 10756 & 10758 ELLENWOOD RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on April 11th, 2024 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 April 11, 2024 after due notice by The Independent Tribune on March 31st, 2024; 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 11th day of April 2024:

BEING THAT CERTAIN TRACT OF LAND CONTAINING PARCELS 46706554130000, 46706563700000 & 46706468080000 OF LAND LYING AND BEING SITUATE IN CABARRUS COUNTY, NORTH CAROLINA. SAID COMBINED TRACT OF LAND BEING BOUNDED ON THE NORTHEAST BY WINDING WALK OWNERS ASSOCIATION INC, PARCEL (MB 47, PG 72), THE SOUTHEAST BY WINDING WALK OWNERS ASSOCIATION INC. PARCEL (MB 52, PG 85 & 87), THE SOUTHWEST BY ELLENWOOD ROAD, 60' PUBLIC RIGHT OF WAY (DB 327, PG 55) AND THE NORTHWEST BY EDISON SQUARE TOWNHOMES (MB 70, PG 107; MB 71, PG 13; MB 70, PG 5 & MB 68, PG 102) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL # 900 BEING THE POINT OF LOCALIZATION OF THE HEREIN DESCRIBED TRACT HAVING NC STATE PLANE NAD83(2011) COORDINATES OF, NORTHING: 604,721.75; EASTING: 1,476,952.46, THENCE N 50°38'36" W 230.39' TO A #5 REBAR ON THE NORTHWEST LINE OF SAID WINDING WALK OWNERS ASSOCIATION (MB 52, PG 87) BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE, WITH SAID WINDING WALK LINE, THE FOLLOWING TWO CALLS: (1.) S 42°52'22" W 266.71' TO A #4 REBAR; (2.) S 42°54'21" W 29.95' TO A CALCULATED POINT IN THE CENTERLINE OF ELLENWOOD ROAD; THENCE, WITH CENTERLINE OF ELLENWOOD ROAD, THE FOLLOWING EIGHT CALLS: (1.) N 56°46'46" W 113.20' TO A CALCULATED POINT; (2.) WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 129.16 FEET, A RADIUS OF 10,666.78 FEET, AND A CHORD BEARING AND DISTANCE OF N 56°10'11" W 129.16 FEET TO A CALCULATED POINT; (3.) WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 108.09 FEET, A RADIUS OF 769.60 FEET, AND A CHORD BEARING AND DISTANCE OF N 50°27'02" W 108.00 FEET TO A CALCULATED POINT; (4.) WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 100.10 FEET, A RADIUS OF 840.82 FEET, AND A CHORD BEARING AND DISTANCE OF N 43°01'02" W 100.04 FEET TO A CALCULATED POINT; (5.) N 39°36'24" W 48.43' TO A CALCULATED POINT; (6.) N 38°59'23" W 60.28' TO A CALCULATED POINT; (7.) N 40°39'49" W 64.54' TO A CALCULATED POINT; (8.) WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 101.37 FEET, A RADIUS OF 568.06 FEET, AND A CHORD BEARING AND DISTANCE OF N 46°05'19" W 101.24 FEET TO A CALCULATED POINT; THENCE, LEAVING THE CENTERLINE OF ELLENWOOD ROAD, N 47°20'13" E 38.36' TO A #4 REBAR ON THE SOUTHEAST LINE OF THAT EDISON SQUARE TOWNHOMES SUBDIVISION; THENCE, WITH SAID REAR LINES OF MULTIPLE LOTS IN THE EDISON SQUARE TOWNHOMES SUBDIVISION, THE FOLLOWING TWENTY-NINE CALLS: (1.) N 47°18'49" E 33.40' TO A #4 REBAR; (2.) N 47°13'27" E 28.08' TO A #4 REBAR; (3.) N 47°12'51" E 28.04' TO A #4 REBAR; (4.) N 47°19'29" E 38.04' TO A #4 REBAR; (5.) N 47°17'06" E 38.43' TO A #4

REBAR; (6.) N 47°35'21" E 27.74' TO A #4 REBAR; (7.) N 47°19'08" E 28.27' TO A #4 REBAR; (8.) N 47°13'04" E 38.10' TO A #4 REBAR; (9.) N 47°23'13" E 38.39' TO A #4 REBAR; (10.) N 47°14'32" E 27.96' TO A #4 REBAR; (11.) N 47°17'07" E 27.93' TO A #4 REBAR; (12.) N 47°21'34" E 38.27' TO A #4 REBAR; (13.) N 47°12'17" E 38.16' TO A #4 REBAR; (14.) N 47°33'29" E 27.96' TO A #4 REBAR; (15.) N 47°17'50" E 28.14' TO A #4 REBAR; (16.) N 47°43'16" E 28.17' TO A #4 REBAR; (17.) N 46°54'51" E 38.06' TO A #4 REBAR; (18.) N 47°22'01" E 179.33' TO A #4 REBAR; (19.) N 47°28'02" E 33.84' TO A #4 REBAR; (20.) N 47°21'40" E 27.98' TO A #4 REBAR; (21.) N 47°31'44" E 27.95' TO A #4 REBAR; (22.) N 47°21'48" E 28.05' TO A #4 REBAR; (23.) N 47°14'06" E 31.19' TO A #4 REBAR; (24.) N 46°46'46" E 24.37' TO A #4 REBAR; (25.) N 47°37'14" E 22.39' TO A #4 REBAR; (26.) N 47°32'46" E 22.38' TO A #4 REBAR; (27.) N 47°07'37" E 22.65' TO A #4 REBAR; (28.) N 47°25'07" E 32.99' TO A #4 REBAR; (29.) N 47°19'16" E 34.01' TO A #4 REBAR ON THE SOUTHWESTERN LINE OF THAT WINDING WALK OWNERS ASSOCIATION INC. PARCEL; THENCE, WITH SAID WINDING WALK LINE, THE FOLLOWING THREE CALLS: (1.) S 28°23'58" E 224.27' TO A #4 REBAR; (2.) S 28°22'28" E 223.83' TO A #4 REBAR; (3.) S 28°25'11" E 223.93' TO A #5 REBAR ON THE NORTHWEST LINE OF WINDING WALK OWNERS ASSOCIATION INC.; THENCE, WITH SAID LINE, S 42°55'03" W 488.57' TO A #5 REBAR ON THE NORTHEAST RIGHT OF WAY LINE OF FRANKLIN TREE DR, 60' PUBLIC RIGHT OF WAY (MB 52, PG 87); THENCE, CROSSING SAID FRANKLIN TREE DR., S 42°57'27" W 59.94' TO THE POINT OF BEGINNING, CONTAINING 670, 051 SQUARE FEET, 15.382 ACRES MORE OR LESS.

SECTION 2. Upon and after the 11th day of April, 2024 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 11th day of April 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

As a library, NLM provides access to scientific literature. Inclusion in an NLM database does not imply endorsement of, or agreement with, the contents by NLM or the National Institutes of Health.

Learn more: [PMC Disclaimer](#) | [PMC Copyright Notice](#)



[Health Equity](#). 2022; 6(1): 132–141.

PMCID: PMC8896168

Published online 2022 Feb 25. doi: [10.1089/heq.2021.0151](https://doi.org/10.1089/heq.2021.0151)

PMID: [35261940](https://pubmed.ncbi.nlm.nih.gov/35261940/)

The Co-occurrence of Specialty Vape Shops, Social Disadvantage, and Poor Air Quality in the United States: An Assessment of Cumulative Risks to Youth

[P. Dilip Venugopal](#),^{✉*} [Aura Lee Morse](#), [Rudaina Alrefai-Kirkpatrick](#), [Cindy Tworek](#), and [Hoshing W. Chang](#)

Abstract

Introduction: We conducted a cumulative environmental health risk assessment of whether specialty vape shops and poor air quality are more likely to co-occur in socially disadvantaged neighborhoods where racial/ethnic minority youth live.

Methods: We examined the population-adjusted incidence of specialty vape shops in relation to youth race/ethnicity, neighborhood socioeconomic status (SES), and air quality (nitrogen dioxide [NO₂]) at the census tract level across the conterminous United States for 2018.

Results: We did not find disparity in vape shop incidence related to minority youth race/ethnicity. Vape shop incidence was significantly negatively associated with all the youth race/ethnicities examined. The two lowest SES quintiles had nearly double the rate of specialty vape shop incidence compared with the highest SES quintile. Specialty vape shop incidence increased with NO₂ concentration, with more vape shops in poor air quality neighborhoods.

Conclusions: Specialty vape shops are disproportionately present in neighborhoods with poor air quality and where socially disadvantaged youth live. The increased incidence of vape shops in poor air quality neighborhoods, particularly in an urban context with increased traffic emissions, further points to potentially disproportionate impacts on disadvantaged populations due to cumulative social and environmental risks. This raises environmental justice and health equity concerns. Retailer-focused strategies aimed at limiting youth exposure to electronic cigarettes' labeling and advertising, preventing sales to minors, and limiting the number of retailers in low-SES neighborhoods may reduce initiation and help prevent tobacco-related health disparities among youth.



Keywords: socioeconomic status, health equity, tobacco control, e-cigarettes, environmental justice, environmental health

Introduction

Socioeconomic status (SES) is an important risk factor for both tobacco use and tobacco-related disease, with a positive association between SES and health.¹⁻³ Low-SES communities in the United States experience tobacco-related health disparities that worsen health status and shorten life expectancy.^{1,3,4} Inequities in exposure to tobacco marketing and advertising, exposure to environmental tobacco smoke, tobacco use, and access to cessation programs contribute to tobacco-related health disparities for low-SES communities.^{1,3-8}

Of concern is that low-SES communities in the United States, particularly children and the elderly, are also disproportionately exposed to environmental hazards and their health impacts.⁹⁻¹² Social stressors such as low-SES may interact with environmental exposure, worsening health outcomes.^{11,13,14} Communities of low SES or those with high proportions of racial/ethnic minorities tend to have increased social and economic vulnerabilities. Cumulative exposure to environmental hazards may cause greater harm to health than would likely occur in the absence of those vulnerabilities.^{11,13,14}

Tobacco-related health disparities are a function of the interplay of individual, physical, and social factors. Therefore, cumulative risk assessments^{13,15} and other socioecological approaches¹⁶ may be particularly useful for understanding and addressing tobacco-related health disparities. Such approaches aid in identifying both the root causes of tobacco-related health disparities and the populations that are concurrently exposed to multiple social and environmental hazards.^{3,13,14}

The role of the tobacco retail landscape in tobacco-related health disparities has received increased attention, including the opportunities it presents for tobacco control and eliminating disparities.^{4,17} For traditional tobacco products, studies suggest that retailers are more numerous and more dense in racial/ethnic minority and low-SES communities and are broadly associated with disparities in exposure to tobacco marketing, tobacco use, and tobacco-related diseases.^{3,5,6,8,18}

Recent studies also suggest that the retail landscape for electronic nicotine delivery systems (henceforth, e-cigarettes), as with traditional tobacco retailers, poses environmental health risks to youth.¹⁹⁻²¹ Consistent with a trend over the past several years, data from the 2020 National Youth Tobacco Survey show that e-cigarette was the most commonly used tobacco product among youth attending school.²² Retailers specializing in tobacco products, such as vape shops, are among the most common sources of e-cigarettes for youth after social sources.^{23,24}

E-cigarette retailer density and proximity are associated with higher exposure to e-cigarette advertisements and e-cigarette use among youth.^{19,20} Taken together, these studies suggest that vape shops are features of the built environment that can be a source of harm to health through youth exposure to tobacco product labeling and advertising. Therefore, vape shops are themselves associated with an environmental health risk to youth.

Available national assessments report disproportionately higher density of vape shops in socially disadvantaged²⁵ and racial/ethnic minority neighborhoods.^{21,25} This is of concern as recent reports indicate that students from socially disadvantaged communities attending Title 1 schools (schools with high numbers or high percentages of students from low-income families) are susceptible to e-cigarette use.²⁶

Hispanic high schoolers are more likely to be susceptible to e-cigarette use compared with their non-Hispanic counterparts.²⁷ Among Hispanic youth, use prevalence was highest for e-cigarettes compared with other products. For non-Hispanic Black or African American youth, e-cigarette use prevalence (6.2%) is similar to use prevalence for cigars (6.5%), the tobacco product most commonly used by this population.²² These factors raise health concerns, given reports of respiratory symptoms in youth associated with e-cigarette use.²⁸⁻³⁰

These reports also raise environmental justice (EJ) concerns. Executive Order 12898 and the associated Council on Environmental Quality guidance direct federal agencies to identify and address EJ aspects of their activities. Following this, the Federal Interagency Working Group on EJ recommends that federal agencies consider the potential for environmental health hazards to disproportionately affect minority and low-income populations through the National Environmental Policy Act processes.³¹

Identifying and addressing disproportionately high and adverse human health and environmental effects on low-income populations and American Indian/Alaska Native communities are goals for the U.S. Department of Health and Human Services as part of strategic elements of EJ.³² Additionally, Executive Order 13045 encourages federal agencies to identify and assess environmental health and safety risks that may disproportionately affect children.

As nascent sources of exposure, vape shops are a feature of the built environment that can be a source of harm to health through exposure of youth to tobacco labeling and advertising, and e-cigarette retailers may contribute to the cumulative environmental health risks faced by low-SES and minority communities who already bear disproportionate impacts of tobacco-related health disparities.^{1-3,13}

Little evidence exists regarding whether vape shops contribute to the cumulative social and environmental risks experienced by low-SES and minority youth. Such EJ assessments of the vape shop retail landscape, in relation to marginalized populations and other co-occurring environmental hazards, may aid efforts tackling health disparities from tobacco use among youth.²¹

In this study, we used a place-based approach to examine the co-occurrence of two environmental health risks—specialty vape shops and poor air quality—as well as a social stressor (SES). We further examined whether these factors co-occur in places where youth who belong to racial/ethnic minority communities live. Specifically, we examined the statistical relationships of the presence of specialty vape shops with youth race/ethnicity, a composite SES indicator (as a measure of social stress), and an ambient air quality indicator (as a measure of exposure to environmental hazards) at the census tract level across the conterminous United States.

Methods

Ethics approval and consent to participate

The study did not involve any human participants or personally identifiable information, and used secondary data collected from publicly available sources (e.g. Census bureau). Therefore, ethics approval and consent to participate were not applicable.

Specialty vape shop data

A restricted definition of vape shops is appropriate for an accurate assessment of the socioenvironmental correlates of specialty vape shops. Tobacco retailers carrying a variety of product types outnumber specialty vape shops. In addition, the association of traditional tobacco retailers with minority and low-income communities is well established. Hence, a restrictive definition, excluding establishments that sell tobacco products other than e-cigarettes, helps reduce the potentially confounding influence of tobacco retailers carrying varied tobacco products.^{21,33}

We utilized the national specialty vape shop data and methods that were employed for identifying and locating 7475 specialty vape shops throughout the conterminous United States for 2018 ([Supplementary data](#) file_specialtyvapeshops).²¹ We mapped the specialty vape shop location data from the study by Venugopal et al.²¹ to the 5-year estimates of the 2014–2018 American Community Survey geodatabase census tracts across the conterminous United States.

We derived the vape shop counts within 71,927 census tracts, excluding tracts with 100% water area or zero population and three vape shops, each located in zero-population tracts.

Race/ethnicity data among youth

Racial/ethnic diversity is higher among youth, the population of interest examined in this study, compared with the overall U.S. population.³⁴ Therefore, we used youth race/ethnicity data rather than data from the entire population. We obtained the census tract-level demographic data on age group/sex/race estimates from the Census Bureau's American Community Survey 5-year data profile tables ([B01001](#) table series; 2014–2018).

We then compiled data on the number of persons below 18 years of age (henceforth, youth) by race/ethnicity of interest (White alone, not Hispanic or Latino; Black or African American alone; Hispanic or Latino; American Indian or Alaska Native alone; and Asian alone) and calculated the percentages in each census tract.

SES as a social stressor

We used the composite SES index data available from the Surveillance, Epidemiology, and End Results census tract-level SES database.^{35,36} The SES index is derived from seven variables (percent working class population, percent adult unemployment, educational attainment, median household income, percent of population living below 150% of the national poverty line, median rent, and median home value).

The SES composite index is categorized in quintiles of equal population size, with the first quintile (Group 1) representing the lowest and the fifth quintile (Group 5) representing the highest SES.³⁶ We obtained the census tract SES quintile data (2013–2017) and overlaid them with the vape shop counts and race/ethnicity data. Due to differences in SES composite index data availability at the census tract level, 102 of 7475 specialty vape shops (1.4%) in 2333 census tracts were excluded.

SES quintile data were integrated with vape shop counts and race/ethnicity data for 69,594 census tracts ([Supplementary data](#) file_Censustractsdata).

Air quality indicator as an environmental hazard

We used nitrogen dioxide (NO₂) as an environmental hazard indicator variable. NO₂ is used as an overall indicator of air pollution and air quality, especially for traffic-related air pollutants.³⁷ Long-term NO₂ exposure is associated with increased incidence of pediatric asthma and respiratory infections.^{37,38}

We utilized a global, high spatial resolution (0.01°×0.01°), annual average, NO₂ surface concentration dataset^{38,39} for 2018. We used zonal statistics to aggregate and calculate median NO₂ concentration (ppb) at each U.S. census tract.

Statistical analyses

At the census tract level, we generated summary statistics of youth race/ethnicity and socioenvironmental attributes by the number of specialty vape shops. We generated summary statistics for both the broader dataset of vape shop counts by census tracts and the dataset used for final analyses. We first examined spatial autocorrelation in vape shop counts per census tract using Global Moran's *I* test statistic with a first-order queen contiguity spatial weight matrix, defining the neighborhood structure of each census tract.

We removed 17 census tracts without defined neighbors from the 69,594 tracts, one of which contained a single vape shop. We tested the statistical significance of Global Moran's *I* value using a permutation test (Monte Carlo simulation; 999 permutations) and generated a spatial lag variable.

We analyzed the statistical association of vape shop counts in the remaining 69,577 census tracts with youth race/ethnicity, SES, and median NO₂ using a generalized linear mixed-effects model (GLMM). First, we ran multiple candidate models fitted using maximum likelihood and Laplace approximation. The candidate models contained vape shop count as a response variable;

race/ethnicity, SES, and NO₂ as predictor variables; natural log of census tract population as an offset variable; and spatial lag variable as a random effect to account for potential spatial autocorrelation.

Race/ethnicity data on White alone, Hispanic, or Latino youth were excluded from the analysis given the focus on examining census tract-level vape shop density associations with proportions of minority youth and to avoid multicollinearity. We ran Poisson, negative binomial, zero-inflated Poisson, zero-inflated negative binomial, and truncated Poisson hurdle or truncated negative binomial hurdle GLMMs, all with log link functions. We then selected the best-fit and parsimonious model based on the combination of Akaike information criteria and Bayesian information criteria, with lower values indicating better fit.

We used Wald χ^2 tests to determine the statistical significance of the predictors in the selected model. We ran *post hoc* comparisons among SES quintiles using Dunnett's test with SES Group 5 (highest SES) as the control group and report the incidence rate ratios and their 95% confidence intervals.

We performed all spatial and statistical analyses using the R program.⁴⁰ We used R packages, *arsenal*⁴¹ for summary statistics, *spdep*^{42,43} and *raster*⁴⁴ for spatial analysis and overlays, *glmmTMB*⁴⁵ for the GLMM, *multcomp*⁴⁶ for the Dunnett test, and *performance*⁴⁷ for checking multicollinearity. We extracted and plotted model estimates with the package *sjPlot*.⁴⁸

Results

Summary statistics

We provide summary statistics of census tract-level youth race/ethnicity and socioenvironmental attributes by the number of specialty vape shops in [Supplementary Table S1](#). Of the 69,577 census tracts used for the analysis, 91.71% had no specialty vape shops, 8.00% had one, 1.03% had two, 0.13% had three, and 0.03% had four or more specialty vape shops. Compared with census tracts with no vape shops, those with higher numbers of vape shops had a larger total population. Compared with census tracts with fewer vape shops, census tracts with more vape shops had higher numbers of youth who were Hispanic or Latino, Asian alone, or American Indian/Alaska Native alone, but lower numbers of youth who were Black or African American alone.

A higher proportion of SES Group 5 (highest SES) was found in census tracts with no vape shops than in census tracts with vape shops. Median NO₂ concentrations were higher in census tracts with more vape shops, compared with census tracts without vape shops. In addition, the summary statistics of race/ethnicity and air quality data were similar between the final dataset used for statistical analysis and the larger vape shop counts at 71,927 census tracts (not shown).

Specialty vape shops versus socioenvironmental factors

Global Moran's I test statistic and density plot of permutation outcomes (not shown) indicated significant global spatial autocorrelation in specialty vape shop counts in census tracts across the United States (Global Moran's $I=0.044$, $p=0.001$). As per model selection results, we analyzed the statistical association of vape shop counts at census tracts with race/ethnicity, SES, and median NO_2 variables using a negative binomial GLMM ([Supplementary Table S2](#)). Model diagnostics did not raise multicollinearity concerns, as indicated by the variance inflation factors (range 1.02–1.33) and tolerance values (range 0.73–0.98) ([Supplementary Table S3](#)).

Among youth, specialty vape shop incidence was significantly negatively associated with all the race/ethnicity categories we examined, with overall weak strength of associations, as indicated by incidence rate ratios ([Table 1](#)). At the census tract level, the number of vape shops decreased in relation to the proportion of youth represented by each race/ethnicity category. We did not find disparity in vape shop incidence related to youth race/ethnicity.

Table 1.

Association of Specialty Vape Shop Counts with Youth Race/Ethnicity and Socioenvironmental Attributes at the Census Tract Level Across the Conterminous United States, 2018

Predictors	Incidence rate ratios (95% CI) ^a	Wald χ^2/Z value	<i>p</i> ^b
Race/ethnicity of youth			
Black or African American alone	0.99 (0.99–0.99)	154.950	<2.2e-16
Asian alone	0.99 (0.98–0.99)	13.169	0.0003
American Indian/Alaska Native alone	1.00 (0.99–1.00)	1.855	0.1735
Hispanic or Latino	0.99 (0.99–0.99)	197.315	<2.2e-16
Socioeconomic status [control: Group 5 (highest socioeconomic status)]			
		280.2698	<2.2e-16
Socioeconomic status [Group 4]	1.60 (1.47–1.74)	11.11 ^c	<2.2e-16
Socioeconomic status [Group 3]	1.78 (1.64–1.94)	13.44 ^c	<2.2e-16
Socioeconomic status [Group 2]	1.98 (1.82–2.16)	15.66 ^c	<2.2e-16
Socioeconomic status [Group 1 (lowest socioeconomic status)]	1.94 (1.77–2.13)	13.86 ^c	<2.2e-16
Nitrogen dioxide concentration (median; ppm)	1.07 (1.06–1.07)	335.6670	<2.2e-16
Random effects			
σ^2	2.10		
τ_{00} spatial lag	0.05		
ICC	0.02		
Observations	69577		

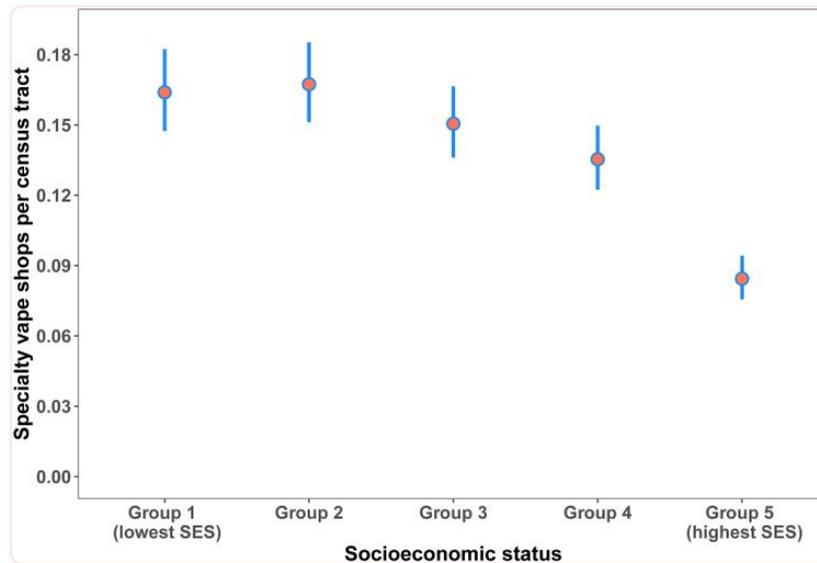
^a Incidence rate ratios and intervals are back-transformed from the log scale.

^b Values in bold are statistically significant ($\alpha=0.05$).

^c Z-value estimates for *post hoc* comparisons using Dunnett's test.

CI, confidence interval; ICC, intraclass correlation coefficient.

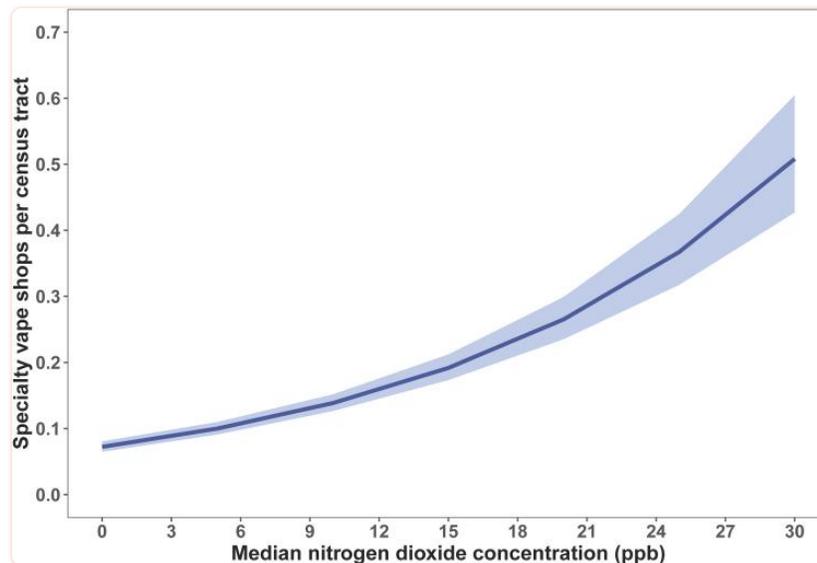
As reported in [Table 1](#), our results show a gradient in specialty vape shop incidence by SES. Multiple comparisons using Dunnett's test, with the highest SES (Group 5) and most privileged as the baseline comparator, indicated a significantly higher number of vape shops in all other SES quintile groups ([Table 1](#) and [Fig. 1](#)). In particular, the two lowest SES quintiles (Groups 1 and 2) had nearly double the rate of specialty vape shop incidence compared with the highest SES quintile (Group 5) ([Table 1](#) and [Fig. 1](#)).



[FIG. 1.](#)

Specialty vape shop incidence, as a function of socioeconomic status, across the conterminous United States, 2018. The figure depicts model estimates (points) for socioeconomic quintiles and confidence limits (95% confidence intervals; lines) from a negative binomial generalized linear mixed-effects model. We back-transformed the values presented here from the original log link function-estimated model coefficients. *Post hoc* comparisons using Dunnett's test with socioeconomic status Group 5 (highest socioeconomic status) as the comparator group indicate statistically significant differences, and fewer vape shops, compared with all other groups ($\alpha=0.05$).

Specialty vape shop counts were significantly positively associated with median NO₂ concentration at the census tract level, adjusting for population differences. NO₂ concentration increased by 7.00% in association with increasing vape shop incidence ([Table 1](#) and [Fig. 2](#)).



[FIG. 2.](#)

Relationship between specialty vape shop incidence and nitrogen dioxide concentration across the conterminous United States, 2018. Model estimates (line) and confidence limits (95% confidence interval; shaded area) from the negative binomial generalized linear mixed-effects model depict a significant positive association ($\alpha=0.05$). We back-transformed the values presented here from the original log link function-estimated model coefficients.

Discussion

The recent rapid increase in e-cigarette use prevalence among youth and young adults and the concomitant growth of the e-cigarette marketplace have raised public health concerns.^{19–22,25} To assess whether this marketplace may be contributing to the cumulative risks to which marginalized youth are exposed, we examined the association of specialty vape shop incidence with youth race/ethnicity, neighborhood SES, and air quality. Our results identify the disproportionate occurrence of specialty vape shops in low-SES and poor air quality neighborhoods. This is consistent with reports of disproportionate concentration of traditional tobacco retailers in low-SES communities.^{3,5}

Our results did not identify disparities in vape shop incidence in relation to youth race/ethnicity at the census tract level. In this respect, the distribution of specialty vape shops differs from that of traditional tobacco retailers, which are disproportionately distributed in racial/ethnic minority neighborhoods.⁵

We believe our study is the first to characterize specialty vape shop association among youth with cumulative social stressors (SES) and environmental hazard attributes nationally. We identify disparities in vape shop incidence at the census tract level based on strict criteria for inclusion of vape shops, thereby controlling for confounding effects of tobacco retailers selling different products.²¹

This approach differs from previous national assessments that either include retailers that also sell other tobacco products²⁵ or operate at the school district level.²¹ Employing a robust SES measure that indicates social advantages/disadvantages is a strength of our study. Previous national and regional assessments examining vape shop density association with neighborhood SES used one or few specific indicator variables (education, owner occupied housing, and income/poverty), with mixed results. For example, among national assessments, Dai et al.²⁵ found no significant association of poverty and vape shops, while Venugopal et al.²¹ found a negative association.

Furthermore, due to our focus on cumulative risks experienced among youth, we examined race/ethnicity associations using census race/ethnicity data only for the population under the age of 18. At the census tract level, we found that the numbers of specialty vape shops decreased in relation to the proportion of youth represented by each of the race/ethnicity categories we examined. Particularly, we did not identify disparity in vape shop incidence in relation to youth race/ethnicity.

This result contradicts findings of previous national assessments that used race/ethnicity data for the overall U.S. population; these studies found positive associations between vape shop density and the proportions of racial/ethnic minority populations.^{21,25} The divergent results could be attributed to the higher racial/ethnic diversity among youth, with increased minority proportion, compared with the overall U.S. population.³⁴

On the other hand, our findings are consistent with Dai et al.²⁵ who reported a negative association of vape shop density with percentage of people under 18 years of age in urban areas.

Broadly, our results help contextualize socioenvironmental determinants that may lead to tobacco-related health disparities in relation to e-cigarette products and the retail marketplace. The disproportionate occurrence of both specialty vape shops and traditional tobacco product retail outlets in low-SES neighborhoods raises public health concerns. Furthermore, the inequitable distribution of specialty vape shops in low-SES and poor air quality neighborhoods raises EJ and health equity concerns.

Recent reports indicate that e-cigarette usage may be associated with higher likelihood of asthma and chronic obstructive pulmonary disease.²⁸⁻³⁰ The disproportionate distribution of specialty vape shops in low-SES neighborhoods may provide marginalized youth with greater access and exposure to e-cigarette products, marketing, and advertising, which may potentially result in greater use^{17,19,20,25,26} and disproportionate health impacts. In addition, chronic exposure to NO₂ concentrations is associated with the development of asthma and increased susceptibility to respiratory infections, especially among youth.^{37,38}

Particularly, lower-income populations in the United States are disproportionately exposed to outdoor, residential, average NO₂ concentrations than higher-income populations.^{9,10} The increased incidence of vape shops in poor air quality neighborhoods, particularly in an urban context^{21,25} with increased traffic emissions,³⁷ further points to potentially disproportionate impacts on disadvantaged populations due to cumulative social and environmental risks.

Our study results should be interpreted with several limitations in mind. We employed a cross-sectional design examining a highly dynamic retail sector using a dataset compiled before regulatory implementations, such as restrictions on certain flavored tobacco products, and the global COVID-19 pandemic. The race/ethnicity findings in our study are not reflective of multiracial youth who are not Hispanic or who belong to other racial/ethnic categories that we did not examine.

We excluded vape shops that sell other tobacco products along with e-cigarettes to reduce their potentially confounding influence on associations at the census tract level. These retailers are still sources of exposure to tobacco product marketing and sale, and our findings may not reflect their influence. In addition, 1.40% of the total specialty vape shops were not included in the census tract data for final analysis due to differences in SES composite index data availability.

We suspect this is a relatively minor factor that is unlikely to have affected results as the summary statistics of race/ethnicity and air quality data were similar between the reduced and the larger datasets. Finally, our study findings are limited in terms of drawing inferences about actual disparities in health outcomes; rather, our results are most useful for identifying socioenvironmental contexts and determinants that may potentially lead to tobacco-related health disparities.

Nevertheless, we provide an overall robust EJ assessment characterizing U.S. specialty vape shops as cumulative environmental health risk factors for disadvantaged populations.

Our results—the inequitable occurrence of vape shops in low-SES neighborhoods—provide context for understanding potential disproportionate impacts on disadvantaged communities, especially youth, which may result from the increased presence of e-cigarette retailers in their neighborhoods. This may include increased exposure to e-cigarette labeling and advertising and increased opportunities to purchase e-cigarettes.^{17,19,20,26}

This finding may provide useful background information for the U.S. Food and Drug Administration's review of applications to market e-cigarette tobacco products (e.g., Pre-Market Tobacco Applications and Modified Risk Tobacco Product Applications), particularly in terms of impacts on marginalized populations.^{49,50} Our results may also inform postmarket reporting requirements related to advertising and promotion of e-cigarette tobacco products in retail settings, similar to those described in the market orders for General Snus smokeless tobacco products.⁵¹

As disadvantaged communities are disproportionately exposed to e-cigarette retailers, our results add to growing evidence on the e-cigarette retail environment as an appropriate locus for policies to improve equity.^{19,20,26} Retailer-focused strategies aimed at limiting youth exposure to e-cigarette labeling and advertising; preventing sales to minors; and limiting retailers in low-SES neighborhoods may reduce susceptibility and initiation and help prevent tobacco-related health disparities due to youth e-cigarette use.^{4,17,26}

Our results may inform policy efforts, such as local ordinances, which limit tobacco retail licenses based on overall density of tobacco outlets to prevent disproportionate impacts on socially disadvantaged communities. Our results may also help target efforts to prevent youth initiation and

curb youth vaping (e.g., health education curricula and public education campaigns) in socially disadvantaged neighborhoods.

Overall, our study provides a baseline characterization of how specialty vape shops contribute to the cumulative social and environmental hazards to which socioeconomically disadvantaged youth are exposed. Study findings can provide useful contextual information for regulators and may inform future research and local policy efforts aimed at reducing tobacco-related health disparities and promoting equity.

Supplementary Material

Supplemental data:

[Click here to view.](#) (6.0M, xlsx)

Supplemental data:

[Click here to view.](#) (27K, docx)

Supplemental data:

[Click here to view.](#) (20K, docx)

Supplemental data:

[Click here to view.](#) (20K, docx)

Acknowledgments

The authors thank the NASA Health and Air Quality Applied Sciences Team and John Haynes for help in identifying air quality datasets. The authors expressly thank Susan Anenberg for sharing the high-resolution NO₂ data and Erin Keely O'Brien for helpful discussions about this project.

Abbreviations Used

CI	confidence interval
EJ	environmental justice
GLMM	generalized linear mixed-effects model
NO ₂	nitrogen dioxide
SES	socioeconomic status
VIF	variance inflation factors

Disclaimer

Publication of this article was supported by the U.S. Food and Drug Administration, Center for Tobacco Products. The findings and conclusions in this report are those of the authors and do not necessarily represent the official position of the Food and Drug Administration. This study and its findings are not associated with and have no bearing on the Food and Drug Administration Center for Tobacco Products' compliance inspection activities, including regulated establishment inspections.

No inspection data or inspection data sources from the Center for Tobacco Products were used to compile the specialty vape shop retailer establishment dataset used in this research. The mention of commercial products, their sources, or their use in connection with material reported herein is for reference only and not to be construed as either an actual or implied endorsement of such products by the Food and Drug Administration.

Data Availability

Data used for analyses and results are available in the [Supplementary Data](#).

Author Disclosure Statement

No competing financial interests exist.

Funding Information

No funding was received for this study.

Supplementary Material

[Supplementary Data](#)

[Supplementary Table S1](#)

[Supplementary Table S2](#)

[Supplementary Table S3](#)

Cite this article as: Venugopal PD, Morse AL, Alrefai-Kirkpatrick R, Tworek C, Chang HW (2022) The co-occurrence of specialty vape shops, social disadvantage, and poor air quality in the United States: an assessment of cumulative risks to youth, *Health Equity* 6:1, 132–141, DOI: 10.1089/heq.2021.0151.

References

1. Fagan P, Moolchan ET, Lawrence D, et al.. Identifying health disparities across the tobacco continuum. *Addiction*. 2007;102(s2):5–29. [[PubMed](#)] [[Google Scholar](#)]
2. Fagan P, King G, Lawrence D, et al.. Eliminating tobacco-related health disparities: directions for future research. *Am J Public Health*. 2004;94:211–217. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
3. U.S. National Cancer Institute. *A Socioecological Approach to Addressing Tobacco-Related Health Disparities*. U.S. Department of Health and Human Services, National Institutes of Health, National Cancer Institute, 2017, p. 564. Available at <http://cancercontrol.cancer.gov/brp/tcrb/monographs/22/index.html> Accessed July 3, 2021.
4. Garrett BE, Dube SR, Babb S, McAfee T. Addressing the social determinants of health to reduce tobacco-related disparities. *Nicotine Tob Res*. 2015;17:892–897. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
5. Lee JG, Sun DL, Schleicher NM, et al.. Inequalities in tobacco outlet density by race, ethnicity and socioeconomic status, 2012, USA: results from the ASPIRE Study. *J Epidemiol Community Health*. 2017;71:487–492. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
6. Lee JG, Henriksen L, Rose S, et al.. A systematic review of neighborhood disparities in point-of-sale tobacco marketing. *Am J Public Health*. 2015;105:e8–e18. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
7. Merianos AL, Jandarov RA, Choi K, Mahabee-Gittens EM. Tobacco smoke exposure disparities persist in U.S. children: NHANES 1999–2014. *Prev Med*. 2019;123:138–142. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
8. Shastri SS, Talluri R, Shete S. Disparities in secondhand smoke exposure in the United States: national Health and Nutrition Examination Survey 2011–2018. *JAMA Intern Med*. 2021;181:134. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]

9. Clark LP, Millet DB, Marshall JD. Changes in transportation-related air pollution exposures by race-ethnicity and socioeconomic status: outdoor nitrogen dioxide in the United States in 2000 and 2010. *Environ Health Perspect*. 2017;125:097012. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
10. Clark LP, Millet DB, Marshall JD. National patterns in environmental injustice and inequality: outdoor NO₂ air pollution in the United States. *PLoS One*. 2014;9:e94431. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
11. Cushing L, Morello-Frosch R, Wander M, Pastor M. The haves, the have-nots, and the health of everyone: the relationship between social inequality and environmental quality. *Ann Rev Public Health*. 2015;36:193–209. [[PubMed](#)] [[Google Scholar](#)]
12. Morello-Frosch R, Shenassa ED. The environmental “riskscape” and social inequality: implications for explaining maternal and child health disparities. *Environ Health Perspect*. 2006;114:1150–1153. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
13. Morello-Frosch R, Zuk M, Jerrett M, et al.. Understanding the cumulative impacts of inequalities in environmental health: implications for policy. *Health Affairs*. 2011;30:879–887. [[PubMed](#)] [[Google Scholar](#)]
14. Solomon GM, Morello-Frosch R, Zeise L, Faust JB. Cumulative environmental impacts: science and policy to protect communities. *Annu Rev Public Health*. 2016;37:83–96. [[PubMed](#)] [[Google Scholar](#)]
15. Sexton K, Linder SH. The role of cumulative risk assessment in decisions about environmental justice. *Int J Environ Res Public Health*. 2010;7:4037–4049. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
16. Bronfenbrenner U. Toward an experimental ecology of human development. *Am Psychol*. 1977;32:513. [[Google Scholar](#)]
17. Kong AY, King BA. Boosting the tobacco control vaccine: recognizing the role of the retail environment in addressing tobacco use and disparities. *Tob Control*. 2020:tobaccocontrol-2020-055722. [Epub ahead of print]; DOI: 10.1136/tobaccocontrol-2020-055722. [[PMC free article](#)] [[PubMed](#)] [[CrossRef](#)] [[Google Scholar](#)]
18. Kong AY, Baggett CD, Gottfredson NC, et al.. Associations of tobacco retailer availability with chronic obstructive pulmonary disease related hospital outcomes, United States, 2014. *Health Place*. 2021;67:102464. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
19. Bostean G, Crespi CM, Vorapharuek P, McCarthy WJ. E-cigarette use among students and e-cigarette specialty retailer presence near schools. *Health Place*. 2016;42:129–136. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
20. Giovenco DP, Casseus M, Duncan DT, et al.. Association between electronic cigarette marketing near schools and e-cigarette use among youth. *J Adolesc Health*. 2016;59:627–634. [[PubMed](#)] [[Google Scholar](#)]
21. Venugopal PD, Morse AL, Tworek C, Chang HW. Socioeconomic disparities in vape shop density and proximity to public schools in the conterminous United States, 2018. *Health Promot Pract*. 2020;21(1_suppl):9S–17S. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
22. Gentzke AS, Wang TW, Jamal A, et al.. Tobacco product use among middle and high school students—United States, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69:1881–1888. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
23. Creamer MR, Everett Jones S, Gentzke AS, et al.. Tobacco product use among high school students—Youth Risk Behavior Survey, United States, 2019. *MMWR Suppl*. 2020;69:56–63. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
24. Wang TW, Gentzke AS, Neff LJ, et al.. Characteristics of e-cigarette use behaviors among US youth, 2020. *JAMA Netw Open*. 2021;4:e2111336. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
25. Dai H, Hao J, Catley D. Vape shop density and socio-demographic disparities: a US census tract analysis. *Nicotine Tob Res*. 2017;19:1338–1344. [[PubMed](#)] [[Google Scholar](#)]

26. Tercyak KP, Phan L, Gallegos-Carrillo K, et al.. Prevalence and correlates of lifetime e-cigarette use among adolescents attending public schools in a low income community in the US. *Addict Behav.* 2021;114:106738. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
27. Margolis KA, Thakur SK, Nguyen Zarndt A, et al.. E-cigarette susceptibility among U.S. middle and high school students: national Youth Tobacco Survey Data Trend Analysis, 2014–2018. *Prev Med.* 2021;143:106347. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
28. Antwi GO, Rhodes DL. Association between E-cigarette use and chronic obstructive pulmonary disease in non-asthmatic adults in the USA. *J Public Health.* 2020;fdaa229. [Epub ahead of print]; DOI: 10.1093/pubmed/fdaa229. [[PubMed](#)] [[CrossRef](#)] [[Google Scholar](#)]
29. Reid KM, Forrest JR, Porter L. Tobacco product use among youths with and without lifetime asthma—Florida, 2016. *MMWR Morb Mortal Wkly Rep.* 2018;67:599–601. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
30. Schweitzer RJ, Wills TA, Tam E, et al.. E-cigarette use and asthma in a multiethnic sample of adolescents. *Prev Med.* 2017;105:226–231. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
31. United States Environmental Protection Agency. *Promising Practices for EJ Methodologies in NEPA Reviews: Report of the Federal Interagency Working Group on Environmental Justice & NEPA Committee.* Washington, DC: United States Environmental Protection Agency, 2016, p. 56. [[Google Scholar](#)]
32. Department of Health & Human Services. Strategic elements for environmental justice. *Environ Health Perspect.* 1995;103:796–800. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
33. Giovenco DP. Smoke shop misclassification may cloud studies on vape shop density. *Nicotine Tob Res.* 2018;20:1025–1026. [[PMC free article](#)] [[PubMed](#)] [[Google Scholar](#)]
34. de Brey C, Musu L, McFarland J, et al.. *Status and Trends in the Education of Racial and Ethnic Groups 2018 (NCES 2019-038).* National Center for Education Statistics. U.S. Department of Education, 2019, p. 228. Available at <https://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2019038> Accessed April 1, 2021.
35. National Cancer Institute. *Surveillance, Epidemiology, and End Results (SEER) Program (Www.Seer.Cancer.Gov.). SEER*Stat Database: Census Tract Attributes Yost Quintiles and Raw Scores—US, Census 2010 Geographies (Www.Seer.Cancer.Gov/Seerstat/Variables/County.Attr). National Cancer Institute, DCCPS, Surveillance Research Program, Cancer Statistic Branch, 2018.* Available at <https://seer.cancer.gov/seerstat/databases/census-tract/index.html> Accessed February 1, 2021.
36. Yu M, Tatalovich Z, Gibson JT, Cronin KA. Using a composite index of socioeconomic status to investigate health disparities while protecting the confidentiality of cancer registry data. *Cancer Causes Control.* 2014;25:81–92. [[PubMed](#)] [[Google Scholar](#)]
37. Achakulwisut P, Brauer M, Hystad P, Anenberg SC. Global, national, and urban burdens of paediatric asthma incidence attributable to ambient NO₂ pollution: estimates from global datasets. *Lancet Planet Health.* 2019;3:e166–e178. [[PubMed](#)] [[Google Scholar](#)]
38. Anenberg SC, Moheg A, Goldberg DL, et al.. Long-term trends in urban NO₂ concentrations and associated pediatric asthma cases: Estimates from global datasets. *Lancet Planet Health.* 2022;6:e49–e58. DOI: 10.1016/S2542-5196(21)00255-2 Accessed January 14, 2022. [[PubMed](#)] [[CrossRef](#)] [[Google Scholar](#)]
39. Moheg A, Anenberg SC. Global surface NO₂ concentrations 1990–2020. 2020. [Epub ahead of print]; DOI: 10.6084/m9.figshare.12968114.v4 [[CrossRef](#)] [[Google Scholar](#)]

40. R Core Team. R: *A Language and Environment for Statistical Computing*. Vienna, Austria: ; R Foundation for Statistical Computing, 2018 [[Google Scholar](#)]
41. Heinzen E, Sinnwell J, Atkinson E, et al.. *Arsenal: An Arsenal of "R" Functions for Large-Scale Statistical Summaries*. R Package Version 3.6.1. 2021. Available at <https://CRAN.R-project.org/package=arsenal> Accessed February 12, 2021.
42. Bivand RS, Wong DWS. Comparing implementations of global and local indicators of spatial association. *TEST*. 2018;27:716–748. [[Google Scholar](#)]
43. Bivand RS, Pebesma E, Gómez-Rubio V. *Applied Spatial Data Analysis with R*. 2nd ed. Springer-Verlag, 2013. [Epub ahead of print]; DOI: 10.1007/978-1-4614-7618-4 [[CrossRef](#)] [[Google Scholar](#)]
44. Hijmans RJ. *Raster: Geographic Data Analysis and Modeling*. 2019. Available at <https://CRAN.R-project.org/package=raster> Accessed September 6, 2021.
45. Brooks ME, Kristensen K, Benthem KJ van, et al.. glmmTMB balances speed and flexibility among packages for zero-inflated generalized linear mixed modeling. *R J*. 2017;9:378–400. [[Google Scholar](#)]
46. Hothorn T, Bretz F, Westfall P. Simultaneous inference in general parametric models. *Biom J*. 2008;50:346–363. [[PubMed](#)] [[Google Scholar](#)]
47. Lüdtke D, Ben-Shachar MS, Patil I, et al.. Performance: an R package for assessment, comparison and testing of statistical models. *J Open Source Softw*. 2021;6:3139. [[Google Scholar](#)]
48. Lüdtke D. *SjPlot: Data Visualization for Statistics in Social Science*. 2021. Available at <https://cran.r-project.org/package=sjPlot> Accessed September 6, 2021.
49. U. S. Food & Drug Administration. Draft guidance for industry: Modified risk tobacco product applications; Availability. *77 Federal Register*. 2012:20026–20030. Available at <https://www.federalregister.gov/documents/2012/04/03/2012-7908/draft-guidance-for-industry-modified-risk-tobacco-product-applications-availability-agency> Accessed July 3, 2021.
50. U. S. Food & Drug Administration. Premarket tobacco product applications and recordkeeping requirements. *86 Federal Register*. 2021: 55300–55439. Available at <https://www.federalregister.gov/documents/2021/10/05/2021-21011/premarket-tobacco-product-applications-and-recordkeeping-requirements> Accessed October 6, 2021.
51. U. S. Food & Drug Administration. FDA grants first-ever modified risk orders to eight smokeless tobacco products. FDA. 2020. Available at <https://www.fda.gov/news-events/press-announcements/fda-grants-first-ever-modified-risk-orders-eight-smokeless-tobacco-products> Accessed March 12, 2021.

DATE: March 19, 2024

CASE: TA-01-24 Text Amendment (Tobacco and Hemp Shops)

PREPARED BY: Kevin Ashley, AICP- Deputy Planning Director

BACKGROUND

In recent years tobacco and hemp shops, notably with vaping supplies, have become an emerging land use which has spurred much discussion among the planning profession. Several jurisdictions in the State have adopted ordinances to regulate these uses, and others are in the process of drafting such regulations.

The National Institutes of Health (NIH), in a study titled “The Co-occurrence of Specialty Vape Shops, Social Disadvantage, and Poor Air Quality in the United States: An Assessment of Cumulative Risks to Youth” states that “ .. vape shops are themselves associated with an environmental health risk to youth.”

Given the large investment in the Center City streetscape improvements, and from concerns voiced from downtown property owners, it is felt that an amendment to restrict these uses (particularly in downtown) is warranted.

Much of the research for the definition in the proposed ordinance has been derived from Wake County. The specific land use is designated as “tobacco and hemp retail” which includes an establishment whose principal sales involves e-cigarettes, hookah, traditional tobacco, THC products and paraphernalia.

The proposed ordinance would allow “tobacco and hemp retail” only in the C-2 district and in no other non-residential districts and adds it as a line item in the use table. Sales of the items in the definition would be allowed in other retail establishments provided that they are not the principal sales of the business.

The proposed amendment is in approval form and may be forwarded to Council for approval with the consensus of the Commission.

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

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

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

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

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

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

	AG	RESIDENTIAL						COMMERCIAL					IND		
USE CATEGORY	AG	RE	RL	RM-1	RM-2	RV	RC	O-1	B-1	CC	C-1	C-2	I-1	I-2	Standards
Tobacco and Hemp												P			

SECTION 2: That Section 14.1.2 be amended to include the following definition:

TOBACCO AND HEMP RETAIL - means the principal sales and distribution of:

- Any product that contains tobacco or nicotine, irrespective of whether the nicotine is tobacco-derived or synthetic, and is intended for human consumption, as defined by G.S. § 14-313(4). As used this subchapter, "tobacco product" includes but is not limited to: cigarettes, cigars, pipe tobacco, electronic cigarettes, hookah, smoked or vaped tobacco substitutes, chewing tobacco, snuff, snus, dissolvable tobacco products, and heated tobacco products. This tobacco product definition does not include nicotine replacement products approved by the USFDA for treatment of Tobacco use and dependence.
- Any product that contains tetrahydrocannabinol (THC), regardless of whether the THC is hemp-derived or synthetic. Products that contain no greater than .3 percent THC are exempt.
- Any product that contains *Mitragyna speciosa*, commonly known as kratom.
- Any electronic device that delivers nicotine, THC or other substances to the person inhaling from the device, including but not limited to, an electronic cigarette, electronic cigar, electronic pipe, vape or electronic hookah.
- Tobacco and hemp retail shall also mean any person who primarily sells, offers for sale, or does or offers to exchange any form of consideration, tobacco, tobacco products, or tobacco paraphernalia.

SECTION 3: That this Ordinance be effective immediately upon adoption.

Adopted in this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



March 15, 2024

Dear Concord Planning and Zoning Commissioners,

On behalf of the Concord Downtown Development Corporation board members, we hope you will consider this letter as you review the proposed text amendment regarding Tobacco and Vape shops.

Concord Downtown Development Corporation (CDDC) seeks to enhance the economic, social and aesthetic values of downtown Concord. As The City of Concord invests millions in the infrastructure and streetscape of downtown, CDDC board members want to ensure a safe and healthy environment. CDDC hopes to see a significant increase in foot and cycling traffic due to the strategies outlined in our strategic work plan, which follows the Main Street Four-Point Approach®.

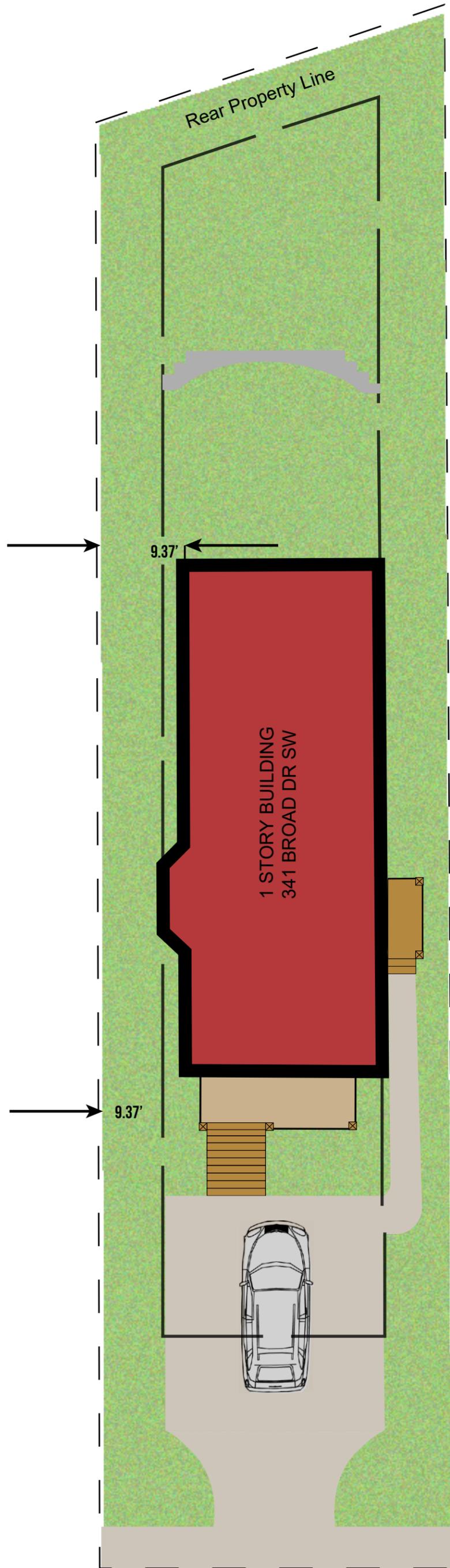
We look forward to families walking from nearby neighborhoods to enjoy a meal on a patio, couples visiting from nearby cities who come to explore the family-owned shops and outdoor enthusiasts riding their bikes from the McEachern Greenway. Vape and tobacco shops contradict the healthy lifestyle desired in downtown Concord. We hope that these shops will be successful in more suitable commercial districts outside of Center City.

We appreciate your consideration!

Best regards,

Alan Bishop

President, Concord Downtown Development Corporation



Rear Property Line

1 STORY BUILDING
341 BROAD DR SW

9.37'

9.37'

341 Broad Dr SW



Front Elevation

**RESOLUTION AUTHORIZING ISSUANCE AND SALE OF MULTIFAMILY
HOUSING REVENUE BONDS (COLEMAN MILL LOFTS), SERIES 2024**

STC Coleman Mill, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), has requested that the City of Concord, North Carolina (the “City”) assist it in financing a portion of the cost of the acquisition of the historic Coleman Mill and the constructing, renovating and equipping therein of a 144-unit multifamily residential rental facility to be known as Coleman Mill Lofts and located at 625 Main Street SW in the City (the “Development”) and the City has agreed to do so; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the City is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the City proposes to provide the financing for the Development by the issuance of its Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2024, in one or more series, in an aggregate principal amount not to exceed \$20,630,000 (the “Bonds”); and

WHEREAS, the Bonds will be issued pursuant to a Bond Financing Agreement (the “Bond Financing Agreement”), among the City, the Borrower and Cedar Rapids Bank and Trust Company, as bondholder (the “Bondholder”); and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower pursuant to the Bond Financing Agreement, for the purpose of paying a portion of the costs of the acquisition, construction, rehabilitation and equipping of the Development and paying certain issuance expenses in connection with the issuance of the Bonds; and

WHEREAS, the City proposes to authorize and, where applicable, execute the following instruments to carry out the transactions described above (each a “Document” and collectively the “Documents”):

- (a) the Bond Financing Agreement, together with the form of the Bonds attached thereto;
- (b) the Promissory Note of the Borrower in favor of the City (the “Borrower Note”), which will be assigned by the City to the Bondholder; and
- (c) the Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”), pursuant to which the Borrower will be required to operate the Development in accordance with Section 142(d) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA DOES HEREBY RESOLVE, AS FOLLOWS:

1. The City hereby determines to provide financing to the Borrower for the acquisition, construction, renovation and equipping of the Development through the issuance of the Bonds pursuant to the Act, and the loan of the proceeds thereof in accordance with the Bond Financing Agreement.
2. The City hereby authorizes the issuance and sale of the Bonds pursuant to and in accordance with the terms set forth in the Bond Financing Agreement. The Bonds will bear interest at the rates and will mature and be redeemed in the years and amounts all as set forth in the Bond Financing

Agreement; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$20,630,000.

4. Each of the Mayor, the City Manager, the Finance Director and the City Clerk of the City or his or her respective designee is hereby authorized and directed to execute and deliver the Documents to the other parties thereto. Each of the Mayor, the City Manager, the Finance Director and the City Clerk of the City or his or her respective designee, is authorized and directed to execute and deliver such endorsements, assignments and other instruments as may be necessary to assign the Note and other security documents to the Bondholder.

5. Each of the Mayor, the City Manager, the Finance Director and the City Clerk of the City is hereby authorized and directed to execute and deliver the Bonds in the manner and subject to the conditions provided in the Bond Financing Agreement, to authenticate the Bonds, and to cause the Bonds so executed and authenticated to be delivered to or for the account of the Bondholder, or any affiliate thereof, upon payment of the purchase price therefor.

6. The Documents and the Bonds shall be in substantially the forms reviewed by staff and described herein, which are hereby approved, with such completions, omissions, insertions and changes as may be necessary or convenient to reflect the final terms of the Bonds, and as otherwise approved by the officers of the City executing them after consultation with counsel to the City, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

7. Any authorization made hereby to the officers of the City to execute a document shall include authorization to the Mayor, the City Manager or the Finance Director of the City, or their respective designees, to execute the document, authorization to the City Clerk or any Assistant City Clerk to affix the seal of the City to such document and attest such seal and where appropriate, to deliver it to the other parties thereto, all in the manner provided in the Documents.

8. Such officers are hereby authorized and directed to execute and deliver any and all other documents, agreements, instruments, and certificates in the name and on behalf of the City as may be necessary or desirable to the issuance of the Bonds. All other acts of the officers of the City that are in conformity with the purposes and intent of this resolution and in furtherance of the undertaking of the Development and the issuance and sale of the Bonds are hereby ratified, confirmed and approved.

9. This resolution shall take effect immediately.

* * * * *

I, Kim Deason, City Clerk of the City of Concord, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Concord, North Carolina, at a regular meeting duly called and held on April 11, 2024, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of Concord, North Carolina, this 11th day of April, 2024.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the City of Concord, North Carolina (the “*City*”) is a municipal corporation validly existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the City Council of the City (the “*City Council*”) determines that it is in the best interest of the City to finance the costs of constructing, equipping and furnishing a fire station and police substation to be located at the City’s airport (the “*2024 Project*”);

WHEREAS, the City Council has been advised and hereby determines that it may be advantageous to refinance all or a portion of the City’s outstanding installment obligations related to Certificates of Participation (City of Concord, North Carolina), Series 2014A (the “*Prior Certificates*”), the proceeds of which were used to finance the construction of City Hall and refinance the construction of the Police Headquarters and the acquisition, construction and improvement of other City facilities and equipment (the “*Prior Projects*”);

WHEREAS, the City has previously entered into an Installment Financing Contract, dated as of December 1, 2014 (the “*2014 Contract*”), with First Concord Corporation (the “*Corporation*”) to finance and refinance the Prior Projects;

WHEREAS, to secure its obligations under the 2014 Contract, the City executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of December 1, 2014 (the “*Deed of Trust*”) granting a security interest in the site of City Hall and the Police Headquarters and the real estate improvements thereon and appurtenances thereto;

WHEREAS, the Corporation has determined to assist the City with financing the 2024 Project and refinancing the Prior Projects and related Prior Certificates by the issuance of its additional Limited Obligation Bonds under the Indenture of Trust dated as of December 1, 2014 (the “*2014 Indenture*”) between the Corporation and U.S. Bank Trust Company, National Association, as trustee;

WHEREAS, for the Corporation to assist the City in financing the 2024 Project and refinancing the Prior Projects under the 2014 Indenture and the 2014 Contract, the City Council hereby determines that it is in the best interest of the City to enter into an amendment to the 2014 Contract (the “*First Amendment*”) and together with the 2014 Contract, the “*Contract*”) with the Corporation;

WHEREAS, the City hereby determines that the 2024 Project and the refinancing of the Prior Projects are essential to the City’s proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the 2024 Projects will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the First Amendment is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City hereby determines that the First Amendment allows the City to finance the 2024 Project and refinance the Prior Projects at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City;

WHEREAS, the City hereby determines that the estimated cost of financing the 2024 Project and refinancing of the Prior Projects is an amount not to exceed \$29,000,000, and that such cost of the 2024 Project and refinancing the Prior Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2024 Project and refinancing the Prior Projects pursuant to the First Amendment is expected to exceed the cost of financing the 2024 Project and refinancing the Prior Projects pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the 2024 Project and refinancing the Prior Projects pursuant to the First Amendment and the Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the 2024 Project and refinancing the Prior Projects; and (3) no revenues are produced by the 2024 Project and the Prior Projects so as to permit a revenue bond financing;

WHEREAS, the City has determined and hereby determines that the estimated cost of financing the 2024 Project and refinancing the Prior Projects pursuant to the First Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the City does not anticipate a future property tax increase to pay installment payments falling due under the First Amendment; however, any property tax increase, if necessary, to pay installment payments falling due under the First Amendment will not be excessive;

WHEREAS, no deficiency judgment may be rendered against the City in any action for its breach of the Contract, and the taxing power of the City is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the City is not in default under any of its debt service obligations;

WHEREAS, the City's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the City has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the City indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the City has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the execution and delivery of the First Amendment after publication of a notice with respect to such public hearing will be held by the City Council and approval of the LGC with respect to entering the First Amendment must be received before the execution and delivery thereof;

WHEREAS, the City Council hereby determines that all findings, conclusions and determinations of the City Council in this Resolution are subject to modification or affirmation prior to the execution and delivery of the First Amendment; and

WHEREAS, in connection with pursuing the financing described in this Resolution, the City has determined that the Police Headquarters is no longer necessary to serve as collateral under the Deed of Trust to secure the City's obligations under the Contract and therefore the City requests U.S. Bank Trust Company, National Association, as Trustee and assignee of the beneficiary under the Deed of Trust, to release the property described as the Police Headquarters in the Deed of Trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA, AS FOLLOWS:

Section 1. **Authorization to Negotiate the First Amendment.** The City Manager and the Finance Director, individually and collectively, with advice from the City Attorney and the City's bond counsel, are hereby authorized and directed to proceed and negotiate on behalf of the City the financing of the 2024 Project and refinancing of the Prior Projects for a principal amount not to exceed \$29,000,000 pursuant to the First Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. **Application to LGC.** The Finance Director, or her designee, is hereby directed to file with the LGC an application for its approval of the First Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the City and its financial condition as may be required by the LGC.

Section 3. **Direction to Retain Professionals.** The Finance Director is hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, as bond counsel; First Tryon Advisors, as financial advisor; U.S. Bank Trust Company, National Association, as trustee, and J.P. Morgan Securities, as managing underwriter. The Finance Director is hereby authorized to retain such other professionals as she deems necessary in her judgment to carry out the transaction contemplated in this Resolution.

Section 4. **Public Hearing.** In order to satisfy the requirements of Section 160A-20 of the General Statutes of North Carolina, as amended, the City Council will conduct a public hearing on May 9, 2024 at 6:00 p.m., or as soon thereafter as practicable, in the Council Chambers, City Hall, 35 Cabarrus Ave. W., Concord, North Carolina 28025 concerning the execution and delivery of the First Amendment (the "Public Hearing"). The City Clerk is hereby directed to cause notice of the Public Hearing to be published at least once in a qualified newspaper of general circulation within the City no fewer than 10 days prior to the Public Hearing.

Section 5. **Release of Property from Deed of Trust.** The City hereby requests that the Trustee, as the assignee of the beneficiary under the Deed of Trust, release in accordance with Section 1.14 of the Deed of Trust the property known as Police Headquarters located at 41 Cabarrus Ave W Concord, NC 28026 and described as Tract I in Exhibit A to the Deed of Trust from the lien created by the Deed of Trust. The legal description of the property to be released will be contained in the Deed of Partial Release, to be presented to the Trustee for its execution, and to be executed by the Deed of Trust trustee and recorded in the Cabarrus County Register of Deeds office.

The Mayor, the City Manager, the Finance Director and the City Clerk, and their respective designees, are hereby designated to act on behalf of the City to effectuate the release of property from the

Deed of Trust as described in this Resolution, and all actions of such officers on behalf of the City with respect to such release, whether previously or hereinafter taken, are hereby approved, ratified and authorized.

Section 6. **Repealer.** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. **Effective Date.** This Resolution is effective on the date of its adoption.

Read, approved and adopted this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

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

I, Kim Deason, City Clerk of the City of Concord, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” adopted by the City Council of the City of Concord, North Carolina in regular session duly convened on the 11th day of April, 2024, as recorded in the minutes of the City Council of the City of Concord, North Carolina.

WITNESS, my hand and the seal of the City of Concord, North Carolina, this the ____ day of April, 2024.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

**FIRST AMENDMENT TO
SECTION 8 PROJECT-BASED VOUCHER PROGRAM
PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
(Villas at Logan Gardens)**

THIS FIRST AMENDMENT (this “Amendment”) entered into as of April 11, 2024, by and between **Logan Gardens LLC** (the “Owner”) and the **City of Concord Housing Department** (“PHA”), together referred to herein as the “Parties.”

Background

A. The Parties entered into that certain Section 8 Project-Based Voucher Program Housing Assistance Payments Contract for New Construction or Rehabilitation, effective March 11, 2011 (the “HAP Contract”) providing forty-four (44) project-based vouchers to a project located in the City of Concord, North Carolina known as Villas at Logan Gardens (“Project”).

B. The HAP Contract allows for two, five-year extensions of the initial five-year term of the HAP contract. Although the Parties extended the term of the HAP Contract through mutual intention, by mutually continuing to abide by the terms of the HAP Contract, by funding the HAP Contract with appropriate budget authority, and by continuing to report compliance with the HAP Contract to HUD through HUD’s reporting systems, neither Party can locate complete and fully executed documentation of such extensions, and the Parties wish to appropriately document the extensions through this Amendment.

C. The Housing Opportunity through Modernization Act of 2016 (“HOTMA”), which came into effect after the HAP Contract was executed, provides for extensions to cumulatively equal up to twenty (20) years after the initial term of the contract. The Parties wish to extend the HAP Contract to the maximum extent allowable.

D. The Parties desire to adjust the contract rent in the HAP Contract in accordance with 24 C.F.R. 983.302. Although formal amendment, apart from written notice by the PHA to the Project Owner or the redetermined rent, is not required to adjust the HAP Contract rent, in light of the fact that the Parties are already entering into this Amendment, the Parties wish to document the current HAP Contract rent redetermination in this Amendment. This Amendment shall serve as written notice from PHA to the Project Owner of the redetermined rent for the period starting March 11, 2024, in accordance with 24 CFR 983.302(d).

E. In order to comply with current HUD guidance, the Parties also desire to update the documentation to use the latest HUD form HAP Contract documents.

NOW THEREFORE, in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties mutually agree and covenant as follows:

1. The foregoing recitals are incorporated herein.
2. Exhibit A of the HAP Contract is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein.
3. Redetermined Rents.
 - a. In accordance with 24 CFR 983.302, rent in the HAP Contract may be redetermined annually, if requested by the Project Owner or if the published Fair Market Rent (“FMR”) determined by the U.S. Department of Housing and Urban Development (“HUD”) decreases by more than ten percent. 24 CFR 983.302 states that the PHA may redetermine rents in accordance with the same process as set forth for initial rent determinations in 24 CFR 983.301. In other words, redetermined rent shall be the lowest of: (i) the rent requested by Owner; (ii) 110% of FMR (or an exception payment standard approved by HUD); and (iii) the reasonable rent, as determined in accordance with 24 CFR 983.303.
 - b. The Parties hereby stipulate that the Owner has requested a redetermination of rent, equal to the maximum amount permitted by law, to take effect upon the HAP Contract’s annual renewal date. The PHA, in accordance with 24 CFR 983.302, has determined that starting upon the approval and execution of this Amendment, April 11, 2024, until the next redetermination in accordance with 24 CFR 983.302, the rent to the Project shall be the Redetermined Rents set forth in Exhibit A, provided that rent increases for any existing resident shall not take effect until the resident receives 30 days written notice.
 - c. In the future, pursuant to 24 CFR 983.302(b)(2), the Owner may request a redetermination of rent at the annual anniversary of the HAP Contract by providing written notice to the PHA. The Parties agree that such future written requests may take the form of email and shall be timely if received prior to or within 60 days of the HAP Contract anniversary date, March 11.
4. Extension of Term. The initial five (5) year term of the HAP Contract, as set forth in Part 1, Section 1.d.1 of the HAP Contract (the “Initial Term”), has previously been extended for two (2) additional five-year terms, subject to the availability of appropriations, said previous extension terminating on March 10, 2026. In addition, pursuant to the authority granted by HOTMA, the Parties hereby extend the HAP Contract for an additional ten-year term, terminating on March 10, 2036, subject to the availability of appropriations.
5. Conforming with current HUD forms. In order to comply with current HUD guidance and utilize the most up-to-date HUD forms, immediately upon the execution of this Amendment, the Parties will execute HUD’s current form of PBV HAP contract for existing housing, with an effective date as of April 11, 2024, and a termination date of March 10, 2036. Such document (i) is being executed solely to

ensure proper documentation and compliance with current HUD requirements, (ii) shall be considered an amendment, restatement and extension of the existing HAP Contract (“Amended, Restated and Extended HAP Contract”), (iii) shall not be considered a new HAP contract; and (iv) is attached hereto as Exhibit B.

6. Except as expressly modified herein, the terms of the HAP Contract shall remain in full force and effect and are hereby ratified and confirmed. Once executed, the terms of the Amended, Restated and Extended HAP Contract shall control.
7. In the event any provision of this Amendment or the HAP Contract is determined to be void, invalid or unenforceable, such determination shall not affect the remainder of this Amendment or the HAP Contract, which shall continue to be in force.
8. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one fully-executed instrument.

(signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Amendment by their duly authorized representatives on or as of the date first written above.

PHA:

CITY OF CONCORD HOUSING DEPARTMENT

By: _____

Name:

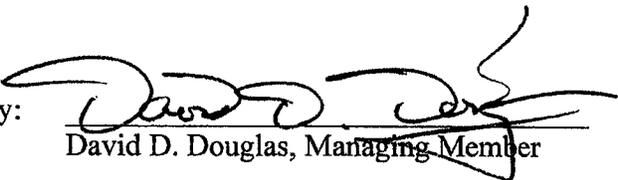
Title:

OWNER:

LOGAN GARDENS, LLC

By: Logan Gardens Managing Member, LLC
its managing member

By: Douglas NC, LLC
its managing member

By: 

David D. Douglas, Managing Member

EXHIBIT A

IDENTIFICATION OF UNITS BY SIZE AND INITIAL CONTRACT RENTS

OWNER: Logan Garden, LLC
PROJECT: Villas at Logan Gardens
PROJECT SIZE: 44 Units, all of which are PBV units under the HAP Contract

This is a single-stage project containing one two-story, courtyard-style building located at:
210 Booker Drive Southwest
City of Concord, Cabarrus County, North Carolina 28025

The project serves low-income seniors age 62 and older.

HAP Unit Mix: 32 one-bedroom units
 12 two-bedroom units

Initial Contract Rents (as of 2011):

Unit Size (Bdrm)	Contract Rent	Utility Allowance	Gross Rent
1BR	\$645	\$72	\$717
2BR	\$747	\$93	\$840

Initial HUD rent determination letter dated 8/17/2010 is attached to the HAP contract.

Redetermined Rents (to take effect March 11, 2024):

Unit Size (Bdrm)	Contract Rent	Utility Allowance	Gross Rent
1BR	\$1210	\$77	\$1287
2BR	\$1364	\$97	\$1461

Rents shall be redetermined annually pursuant to 24 CFR 983.302.

Exhibit B
Amended, Restated and Extended HAP Contract

(see attached.)

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

(Amended, Restated and Extended HAP Contract of Villas at Logan Gardens)

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

City of Concord Housing Department

(PHA) and

Logan Gardens, LLC

(owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1
(04/2023)**

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

* The HAP Contract was originally entered into as of March 11, 2011. The date in this Section 1.d.1.b is the effective date of this amendment, restatement and extension of the HAP contract.

a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.

b. For all contract units, the effective date* of the HAP contract is:
4/11/2024.

c. The term of the HAP contract begins on the effective date.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:

until March 10, 2036.

b. The initial term of the HAP contract may not be less than one year,

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 2 of Part 1
(04/2023)**

nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 3 of Part 1
(04/2023)**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.

- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

- 1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
- 2. The limitation in paragraph f.1 does not apply to single-family buildings.
- 3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
- 4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
- 5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 5 of Part 1
(04/2023)**

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- Public Housing or Operating Funds;
- Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Rent Supplement Program;
- Rental Assistance Program;
- Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:
- a. Place a check mark here if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
forty-four (44).
 - b. Place a check mark here if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
_____.
 - c. Place a check mark here if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:
_____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) City of Concord Housing Department
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print) Logan Gardens, LLC By: Logan Gardens Managing Member, LLC, its managing member By: Douglas NC, LLC, its managing member
By:
Signature of authorized representative
David D. Douglas, Managing Member
Name and official title (Print)
Date

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 1
(04/2023)**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

(Amended, Restated and Extended HAP Contract of Villas at Logan Gardens)

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 2
(04/2023)**

(f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 2 of Part 2
(04/2023)**

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 3 of Part 2
(04/2023)**

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 4 of Part 2
(04/2023)**

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 5 of Part 2
(04/2023)**

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. **OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 7 of Part 2
(04/2023)**

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 2
(04/2023)**

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 9 of Part 2
(04/2023)**

5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 13 of Part 2
(04/2023)**

Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8;; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 14 of Part 2
(04/2023)**

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 15 of Part 2
(04/2023)**

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.

2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America

or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - iii. The creation of a security interest in the HAP contract or the property;

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 18 of Part 2
(04/2023)**

- iv. Foreclosure or other execution on a security interest; or
 - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 19 of Part 2
(04/2023)**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 20 of Part 2
(04/2023)**

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

EXHIBIT A

IDENTIFICATION OF UNITS BY SIZE AND INITIAL CONTRACT RENTS

OWNER: Logan Garden, LLC
PROJECT: Villas at Logan Gardens
PROJECT SIZE: 44 Units, all of which are PBV units under the HAP Contract

This is a single-stage project containing one two-story, courtyard-style building located at:
210 Booker Drive Southwest
City of Concord, Cabarrus County, North Carolina 28025

The project serves low-income seniors aged 62 and older.

HAP Unit Mix: 32 one-bedroom units
 12 two-bedroom units

Redetermined Rents (to take effect April 11, 2024):

Unit Size (Bdrm)	Contract Rent	Utility Allowance	Gross Rent
1BR	\$1210	\$77	\$1287
2BR	\$1364	\$97	\$1461

Rents shall be redetermined annually pursuant to 24 CFR 983.302.

EXHIBIT B

SERVICES, MAINTENANCE, AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

➤ On-site amenities:

- Community Room
- Elevators
- 24-hour maintenance
- Computer room
- Exercise room
- Emergency call alarms
- Laundry room
- Outdoor courtyard
- On-site parking

➤ Interior Unit equipment/amenities:

- Outdoor courtyard
- Ranges & range hoods
- Dishwasher
- Refrigerator
- Interior storage units
- Mini blinds
- Pantry
- Ceiling fans
- Washer/dryer hook-ups
- Walk-in closets

➤ On-site services:

- Access to all the services the City of Concord's new Technology Center
- A Family Self Sufficiency Program is provided to residents who are eligible and interested. The program helps residents with acquiring new skills, job placement, budgeting, and credit counseling.
- Social enrichment programs for residents; coordinated with local outreach/community service groups.

EXHIBIT C

UTILITIES AVAILABLE IN THE CONTRACT UNITS INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY OWNER WITHOUT ADDITIONAL CHARGES TO TENANTS

- Total of 44 contract units at property.
- Owner pays cost of water, sewer and trash for all common areas and residential units.
- Tenants pay cost of electricity (heating/cooling/cooking/hot water).

EXHIBIT D

FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

- The project contains six (6) units specifically designed for persons with disabilities. These units are:

- Unit 103: 1BR- 734 SF
- Unit 106: 1BR- 734 SF
- Unit 121: 1BR- 734 SF
- Unit 207: 2BR- 1,061 SF
- Unit 205: 2BR- 1,061 SF
- Unit 105: 2BR- 1,061 SF

Units starting with the number 1 are located on 1st floor. Those starting with number 2 located on 2nd floor.

- These units are designed based on ADA specifications for those with mobility and hearing impairment issues and incorporate the following features:

- Lower countertops/ light switches/ peep holes
- Low shag carpet
- Roll-in (curb-less) showers
- Accessible kitchen appliances
- Strobe light alarms for hearing impaired

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

(Amended, Restated and Extended HAP Contract of Villas at Logan Gardens)

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

City of Concord Housing Department

(PHA) and

Logan Gardens, LLC

(owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1
(04/2023)**

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

* The HAP Contract was originally entered into as of March 11, 2011. The date in this Section 1.d.1.b is the effective date of this amendment, restatement and extension of the HAP contract.

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date* of the HAP contract is:
4/11/2024.
- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:
until March 10, 2036.
- b. The initial term of the HAP contract may not be less than one year,

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 2 of Part 1
(04/2023)**

nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 3 of Part 1
(04/2023)**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.

- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 5 of Part 1
(04/2023)**

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- Public Housing or Operating Funds;
- Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Rent Supplement Program;
- Rental Assistance Program;
- Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

a. Place a check mark here if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

forty-four (44) _____.

b. Place a check mark here if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

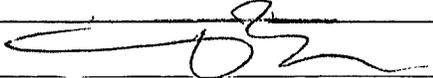
c. Place a check mark here if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) City of Concord Housing Department
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print) Logan Gardens, LLC By: Logan Gardens Managing Member, LLC, its managing member By: Douglas NC, LLC, its managing member
By: 
Signature of authorized representative
David D. Douglas, Managing Member
Name and official title (Print)
Date

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 1
(04/2023)**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

(Amended, Restated and Extended HAP Contract of Villas at Logan Gardens)

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 2
(04/2023)**

(f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 5 of Part 2
(04/2023)**

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 6 of Part 2
(04/2023)**

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 7 of Part 2
(04/2023)**

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 2
(04/2023)**

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 9 of Part 2
(04/2023)**

5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 10 of Part 2
(04/2023)**

b. Termination of tenancy

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 13 of Part 2
(04/2023)**

Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8;; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 14 of Part 2
(04/2023)**

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.

2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America

or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - iii. The creation of a security interest in the HAP contract or the property;

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 18 of Part 2
(04/2023)**

- iv. Foreclosure or other execution on a security interest; or
 - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

- 1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 19 of Part 2
(04/2023)**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 20 of Part 2
(04/2023)**

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

EXHIBIT A

IDENTIFICATION OF UNITS BY SIZE AND INITIAL CONTRACT RENTS

OWNER: Logan Garden, LLC
PROJECT: Villas at Logan Gardens
PROJECT SIZE: 44 Units, all of which are PBV units under the HAP Contract

This is a single-stage project containing one two-story, courtyard-style building located at:
210 Booker Drive Southwest
City of Concord, Cabarrus County, North Carolina 28025

The project serves low-income seniors aged 62 and older.

HAP Unit Mix: 32 one-bedroom units
 12 two-bedroom units

Redetermined Rents (to take effect April 11, 2024):

Unit Size (Bdrm)	Contract Rent	Utility Allowance	Gross Rent
1BR	\$1210	\$77	\$1287
2BR	\$1364	\$97	\$1461

Rents shall be redetermined annually pursuant to 24 CFR 983.302.

EXHIBIT B

SERVICES, MAINTENANCE, AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

➤ On-site amenities:

- Community Room
- Elevators
- 24-hour maintenance
- Computer room
- Exercise room
- Emergency call alarms
- Laundry room
- Outdoor courtyard
- On-site parking

➤ Interior Unit equipment/amenities:

- Outdoor courtyard
- Ranges & range hoods
- Dishwasher
- Refrigerator
- Interior storage units
- Mini blinds
- Pantry
- Ceiling fans
- Washer/dryer hook-ups
- Walk-in closets

➤ On-site services:

- Access to all the services the City of Concord's new Technology Center
- A Family Self Sufficiency Program is provided to residents who are eligible and interested. The program helps residents with acquiring new skills, job placement, budgeting, and credit counseling.
- Social enrichment programs for residents; coordinated with local outreach/community service groups.

EXHIBIT C

UTILITIES AVAILABLE IN THE CONTRACT UNITS INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY OWNER WITHOUT ADDITIONAL CHARGES TO TENANTS

- Total of 44 contract units at property.
- Owner pays cost of water, sewer and trash for all common areas and residential units.
- Tenants pay cost of electricity (heating/cooling/cooking/hot water).

EXHIBIT D

FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

- The project contains six (6) units specifically designed for persons with disabilities. These units are:

- Unit 103: 1BR- 734 SF
- Unit 106: 1BR- 734 SF
- Unit 121: 1BR- 734 SF
- Unit 207: 2BR- 1,061 SF
- Unit 205: 2BR- 1,061 SF
- Unit 105: 2BR- 1,061 SF

Units starting with the number 1 are located on 1st floor. Those starting with number 2 located on 2nd floor.

- These units are designed based on ADA specifications for those with mobility and hearing impairment issues and incorporate the following features:

- Lower countertops/ light switches/ peep holes
- Low shag carpet
- Roll-in (curb-less) showers
- Accessible kitchen appliances
- Strobe light alarms for hearing impaired

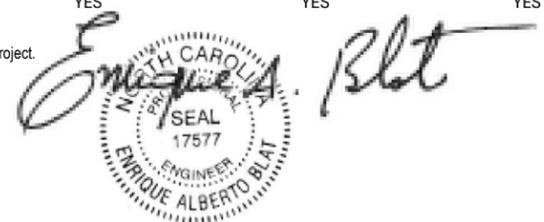
CONCORD PADGETT REGIONAL AIRPORT - PARKING DECK REPAIRS MARCH 5, 2024 1:00 PM , BROWN OPERATION CENTER CONFERENCE ROOM C

Item	Description of Work	Reference	Units	Est. Quantity	Stone Retoration of America		Drake Building Maintenance and Restoration		Drake Building Maintenance and Restoration		High Rock Waterproofing		Queens Water Proofing		Miraje Reconstuction and Development		IQ Contracting, LLC		Cinderella Partners, Inc.		Wx TiteLLC DBA WxProofing		Strickland Waterproofing, Inc.	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Requirements	Spec 004100	LSUM	1	20000	\$ 20,000.00	\$ 6,300.00	\$ 6,300.00	\$125,000.00	\$ 125,000.00	\$25,000.00	\$ 25,000.00	\$22,229.00	\$ 22,229.00	\$118,888.00	\$ 118,888.00	\$220,643.00	\$ 220,643.00	\$64,226.79	\$ 64,226.79	\$16,300.00	\$ 16,300.00	\$22,400.00	\$ 22,400.00
2	Contractor Mobilization	Spec 004100	LSUM	1	5000	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$170,000.00	\$ 170,000.00	\$4,000.00	\$ 4,000.00	\$2,500.00	\$ 2,500.00	\$6,350.00	\$ 6,350.00	\$84,069.00	\$ 84,069.00	\$8,190.00	\$ 8,190.00	\$5,000.00	\$ 5,000.00	\$17,500.00	\$ 17,500.00
3	Owner's Contingency		LSUM	1	\$25,000	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00
4	Topside Concrete Spall Repairs	Plan Note 4	S.F.	20	75	\$ 1,500.00	\$ 128.40	\$ 2,568.00	\$650.00	\$ 13,000.00	\$100.00	\$ 2,000.00	\$116.35	\$ 2,327.00	\$140.00	\$ 2,800.00	\$154.00	\$ 3,080.00	\$233.41	\$ 4,668.20	\$287.00	\$ 5,740.00	\$275.00	\$ 5,500.00
5	Overhead Concrete Spall Repairs	Plan Note 5	S.F.	60	125	\$ 7,500.00	\$ 160.50	\$ 9,630.00	\$750.00	\$ 45,000.00	\$120.00	\$ 7,200.00	\$128.60	\$ 7,716.00	\$243.00	\$ 14,580.00	\$162.00	\$ 9,720.00	\$225.23	\$ 13,513.80	\$220.00	\$ 13,200.00	\$350.00	\$ 21,000.00
6	Slab on Grade Concrete Spall Repairs	Plan Note 6	S.F.	30	50	\$ 1,500.00	\$ 128.40	\$ 3,852.00	\$650.00	\$ 19,500.00	\$100.00	\$ 3,000.00	\$102.10	\$ 3,063.00	\$102.00	\$ 3,060.00	\$146.00	\$ 4,380.00	\$228.23	\$ 6,846.90	\$240.00	\$ 7,200.00	\$275.00	\$ 8,250.00
7	Concrete Wall Spall Repairs	Plan Note 7	S.F.	10	125	\$ 1,250.00	\$ 160.50	\$ 1,605.00	\$750.00	\$ 7,500.00	\$100.00	\$ 1,000.00	\$116.30	\$ 1,163.00	\$239.00	\$ 2,390.00	\$207.00	\$ 2,070.00	\$267.00	\$ 2,670.00	\$317.00	\$ 3,170.00	\$350.00	\$ 3,500.00
8	Route and Seal Concrete Crack Repairs	Plan Note 8	L.F.	150	6	\$ 900.00	\$ 8.56	\$ 1,284.00	\$155.00	\$ 23,250.00	\$7.00	\$ 1,050.00	\$6.50	\$ 975.00	\$15.00	\$ 2,250.00	\$11.80	\$ 1,770.00	\$24.00	\$ 3,600.00	\$13.00	\$ 1,950.00	\$10.00	\$ 1,500.00
9	Epoxy Inject Overhead Concrete Crack Repairs	Plan Note 9	L.F.	100	150	\$ 15,000.00	\$ 85.60	\$ 8,560.00	\$330.00	\$ 33,000.00	\$110.00	\$ 11,000.00	\$60.00	\$ 6,000.00	\$164.00	\$ 16,400.00	\$74.00	\$ 7,400.00	\$35.00	\$ 3,500.00	\$85.00	\$ 8,500.00	\$125.00	\$ 12,500.00
10	Remove and Replace Exist. Tee-to-Tee Joint Sealants	Plan Note 10	L.F.	8,400	8	\$ 67,200.00	\$ 8.02	\$ 67,368.00	\$98.00	\$ 823,200.00	\$11.00	\$ 92,400.00	\$6.40	\$ 53,760.00	\$11.00	\$ 92,400.00	\$6.25	\$ 52,500.00	\$12.89	\$ 108,276.00	\$10.00	\$ 84,000.00	\$10.00	\$ 84,000.00
11	Remove and Replace Exist. Cove Joint Sealants	Plan Note 11	L.F.	710	9	\$ 6,390.00	\$ 8.56	\$ 6,077.60	\$115.00	\$ 81,650.00	\$10.00	\$ 7,100.00	\$7.20	\$ 5,112.00	\$10.20	\$ 7,242.00	\$8.60	\$ 6,106.00	\$13.85	\$ 9,833.50	\$10.00	\$ 7,100.00	\$10.00	\$ 7,100.00
12	Remove and Replace Exist. Façade Joint Sealants	Plan Note 12	L.F.	1,550	9	\$ 13,950.00	\$ 9.63	\$ 14,926.50	\$115.00	\$ 178,250.00	\$10.50	\$ 16,275.00	\$7.00	\$ 10,850.00	\$10.50	\$ 16,275.00	\$8.00	\$ 12,400.00	\$13.00	\$ 20,150.00	\$14.00	\$ 21,700.00	\$12.00	\$ 18,600.00
13	New Supplemental Floor Drain	Plan Note 13	-	--	---	---																		
	New Floor Drain		EA	6	3500	\$ 21,000.00	\$ 4,108.80	\$ 24,652.80	\$4,450.00	\$ 26,700.00	\$3,200.00	\$ 19,200.00	\$2,140.00	\$ 12,840.00	\$5,400.00	\$ 32,400.00	\$1,548.00	\$ 9,288.00	\$3,276.00	\$ 19,656.00	\$1,074.00	\$ 6,444.00	\$1,400.00	\$ 8,400.00
	New Cast Iron Piping		L.F.	360	15	\$ 5,400.00	\$ 79.89	\$ 28,760.40	\$285.00	\$ 102,600.00	\$109.00	\$ 39,240.00	\$81.00	\$ 29,160.00	\$64.00	\$ 23,040.00	\$97.00	\$ 34,920.00	\$72.07	\$ 25,945.20	\$114.00	\$ 41,040.00	\$175.00	\$ 63,000.00
14	Clean and Paint w/3 Coat System Exist. Steel Connections	Plan Note 14	EA	15	200	\$ 3,000.00	\$ 214.00	\$ 3,210.00	\$2,500.00	\$ 37,500.00	\$250.00	\$ 3,750.00	\$114.20	\$ 1,713.00	\$345.00	\$ 5,175.00	\$155.00	\$ 2,325.00	\$573.30	\$ 8,599.50	\$315.00	\$ 4,725.00	\$350.00	\$ 5,250.00
15	New Tee-to-Tee Supplemental Steel Supports	Plan Note 15	EA	5	1000	\$ 5,000.00	\$ 1,035.76	\$ 5,178.80	\$6,500.00	\$ 32,500.00	\$950.00	\$ 4,750.00	\$1,008.00	\$ 5,040.00	\$1,245.00	\$ 6,225.00	\$4,693.00	\$ 23,465.00	\$4,275.18	\$ 21,375.90	\$1,927.00	\$ 9,635.00	\$2,750.00	\$ 13,750.00
16	New Supplemental Steel Connection	Plan Note 16	EA	2	1700	\$ 3,400.00	\$ 1,904.60	\$ 3,809.20	\$7,500.00	\$ 15,000.00	\$400.00	\$ 800.00	\$1,226.00	\$ 2,452.00	\$1,500.00	\$ 3,000.00	\$1,408.00	\$ 2,816.00	\$6,371.82	\$ 12,743.64	\$2,582.00	\$ 5,164.00	\$1,750.00	\$ 3,500.00
Total						\$ 202,990.00	\$ 216,282.30	\$ 1,758,650.00	\$ 262,765.00	\$ 191,900.00	\$ 377,475.00	\$ 501,952.00	\$ 358,795.43	\$ 265,868.00	\$ 320,750.00									

BID BOND YES YES YES YES YES YES YES YES YES YES

Mathematical error did not affect the bid

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



3/5/2024

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
680-4406000	Retained Earnings Appr	1,110,534	1,313,524	202,990
	Total			202,990

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5440000	Maintenance Contracts	390,542	593,532	202,990
	Total			202,990

Reason: The cost of a Concord Padgett Regional Airport Parking Deck Maintenance Repairs Contract. This item will be covered by CARES funds reimbursement that were transferred to Aviation Operations in FY23.

Adopted this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Bid Tabulation

Date & Time: 03/14/2024 @ 2:00 PM

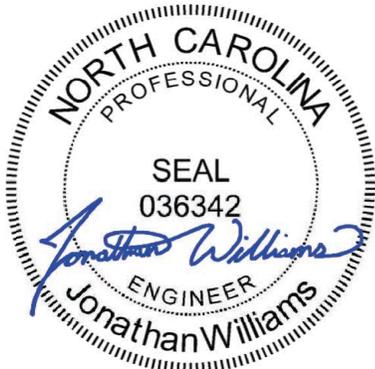
Owner: City of Concord, NC

Engineer: Garver, LLC

Project: Coddle Creek Water Treatment Plant Sodium Hypochlorite System Upgrades

Bidder Rank Order		1	2	3
General Contractor		Basinger Contracting Company	Harper General Contractors, Inc.	State Utility Contractors, Inc.
Bid Price	Base Bid	\$ 2,407,750.00	\$ 2,775,000.00	\$ 3,259,000.00
	Unit Cost Concrete (1CY)	\$ 750.00	\$ 1,200.00	\$ 1,000.00
	Extended Cost Concrete (35CY)	\$ 26,250.00	\$ 42,000.00	\$ 35,000.00
	Base + Extended Cost	\$ 2,434,000.00	\$ 2,817,000.00	\$ 3,294,000.00
	Cost Check	Yes	Yes	Yes
	10% Conting.	\$ 243,400.00	\$ 281,700.00	\$ 329,400.00
	Contingency Check	Yes	Yes	Yes
	Total Bid	\$ 2,677,400.00	\$ 3,098,700.00	\$ 3,623,400.00
	Total Cost Check	Yes	Yes	Yes
Required Forms	Debarred Firm Certification	Yes	Yes	Yes
	Exhibit A - Bid Form	Yes	Yes	Yes
	Bid Form Checklist	Yes	Yes	Yes
	Addendum Acknowl.	N/A	N/A	N/A
	Subconsultant/Supplier List	Yes	Yes	Yes
	Bid Bond - Separate Envelope (5%)	Yes	Yes	Yes
	Responsive Bidder?	Yes	Yes	Yes
	Lowest Responsible Bidder?	Yes	No	No

Engineer's Certification



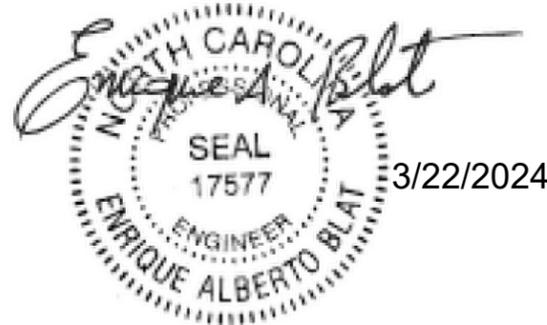
Digitally signed 3/15/2024
 Garver, PLLC
 NC Firm Registration P-0305



Tabulation of Bids Received March 22, 2024

CIPP Lining & Manhole Rehab																			
				AM-Liner East, Inc.		Bionomic Services, Inc		CaJenn Construction & Rehab Services		Inliner Solutions, LLC		Insituform Technologies, LLC		SAK		Tri-State Utilities Co.		Vortex Services, LLC	
No.	Item	Units	Quantity	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	8-inch Lining	LF	25,199	\$38.50	\$970,161.50	\$34.00	\$856,766.00	\$52.00	\$1,310,348.00	\$40.00	\$1,007,960.00	\$36.90	\$929,843.10	\$37.75	\$951,262.25	\$36.75	\$926,063.25	\$56.00	\$1,411,144.00
2	10-inch Lining	LF	1,500	\$48.00	\$72,000.00	\$47.00	\$70,500.00	\$58.00	\$87,000.00	\$60.00	\$90,000.00	\$48.47	\$72,705.00	\$46.50	\$69,750.00	\$44.50	\$66,750.00	\$80.00	\$120,000.00
3	12-inch Lining	LF	1553	\$55.00	\$85,415.00	\$62.00	\$96,286.00	\$95.00	\$147,535.00	\$65.00	\$100,945.00	\$78.10	\$121,289.30	\$66.75	\$103,662.75	\$51.00	\$79,203.00	\$85.00	\$132,005.00
4	Re-connection of service lines	EA	355	\$65.00	\$23,075.00	\$125.00	\$44,375.00	\$350.00	\$124,250.00	\$100.00	\$35,500.00	\$64.38	\$22,854.90	\$100.00	\$35,500.00	\$145.00	\$51,475.00	\$150.00	\$53,250.00
5	Removing protuding taps	EA	30	\$275.00	\$8,250.00	\$150.00	\$4,500.00	\$750.00	\$22,500.00	\$355.00	\$10,650.00	\$312.14	\$9,364.20	\$325.00	\$9,750.00	\$325.00	\$9,750.00	\$425.00	\$12,750.00
6	4-foot diameter manhole rehabilitation (113 MH's)	VF	564	\$168.00	\$94,752.00	\$198.00	\$111,672.00	\$380.00	\$214,320.00	\$190.00	\$107,160.00	\$148.13	\$83,545.32	\$170.00	\$95,880.00	\$163.00	\$91,932.00	\$370.00	\$208,680.00
7	Invert Reconstruction	EA	30	\$495.00	\$14,850.00	\$1,200.00	\$36,000.00	\$1,500.00	\$45,000.00	\$420.00	\$12,600.00	\$343.87	\$10,316.10	\$500.00	\$15,000.00	\$362.00	\$10,860.00	\$650.00	\$19,500.00
8	Rebuild Shelf of line-through MH	EA	10	\$770.00	\$7,700.00	\$400.00	\$4,000.00	\$1,500.00	\$15,000.00	\$322.00	\$3,220.00	\$264.51	\$2,645.10	\$780.00	\$7,800.00	\$275.00	\$2,750.00	\$590.00	\$5,900.00
9	Traffic Control	LS	1	\$17,684.00	\$17,684.00	\$7,400.00	\$7,400.00	\$75,000.00	\$75,000.00	\$13,000.00	\$13,000.00	\$22,007.99	\$22,007.99	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$16,500.00	\$16,500.00
ESTIMATED BASE COST					\$1,293,887.50		\$1,231,499.00		\$2,040,953.00		\$1,381,035.00		\$1,274,571.01		\$1,311,605.00		\$1,263,783.25		\$1,979,729.00
5% CONTINGENCY					\$64,694.38		\$61,574.95		\$102,047.65		\$69,051.75		\$63,728.55		\$65,580.25		\$63,189.16		\$98,986.45
TOTAL ESTIMATED COST					\$1,358,581.88		\$1,293,073.95		\$2,143,000.65		\$1,450,086.75		\$1,338,299.56		\$1,377,185.25		\$1,326,972.41		\$2,078,715.45

This is to certify that bids tabulated herein were publicly opened and read aloud at 11:00 AM on 3/22/2024 at the Brown Operations Center 635 Alfred Brown Jr Ct. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid. This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.



City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: Sleepy Hollow
2. Name and address of owner(s)/developer(s): Angela Halsey
51 Ichabod Cir Concord NC 28025
3. Owner(s)/developer(s) telephone: 980-622-5076 Fax: _____
4. Name and address of surveyor/engineer: NA
5. Surveyor/engineer's telephone: NA Fax: _____
6. Name, telephone and fax number, and address of agent (if any):
NA
7. Name and address of person to whom comments should be sent: _____
Angela Halsey
8. Telephone number of person to whom comments should be sent: 980-622-5076
Fax: _____
9. Location of property: 51 Ichabod Cir Concord NC 28025
10. Cabarrus County P.I.N.#: NA
11. Current zoning classification: NA
12. Total acres: _____ Total lots proposed: _____
13. Brief Description of development: Empty water meter box already in yard and line run to house on customer side
14. Proposed Construction Schedule _____
15. Type of Service requested _____

03/01/2034
Date


Signature of Owner/Agent

Angela Halsey
Name (printed)

NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:
Received by: _____ Date: _____

Date: Wednesday, March 6, 2024

Site Development Description & Location: 51 Ichabod Cir, Concord, NC 28025 (PIN56407966270000)

Area Water and Sewer Utility Description: Existing 2-inch public water is available within Ichabod Cir right of way.

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

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

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

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

Applicant/Contact:
Angela Michelle Edwards
51 Ichabod Cir, Concord, NC 28025
Email: michelle.edwards@live.com

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

City of Concord
PO Box 308, Concord,
North Carolina 28026-0308
704-920-5425

Legend

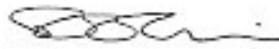
- WATER.WR.Hydrant
- PRIVILEGE
- City
- Not Active
- Private
- WATER.WR.WSACC_Manholes
- WATER.WR.PrivateMH
- WATER.WR.SManhole
- ManholeType
- SDropManhole
- SStandardManhole
- SSummitManhole
- SUnknownMHType
- Private Cleanout
- WATER.WR.SLiftStation
- LiftstationType
- SPumpStation
- WR_DBQ_MasterPlan2018FutureSewer
- WATER.WR.CENTRERLINE
- COGGIS_PLANNING_ADMIN_TopographicContours2feet2005
- WATER.WR.RawLine
- LINETYPE
- Raw Transmission Line
- WATER.WR.PressureMain
- LINETYPE
- Distribution Main
- Interconnect
- Pipe Bridge
- Transmission Main
- Unknown Line Type
- WATER.WR.WSACC_Pipes
- WATER.WR.SPressurizedMain
- MainType
- SForce
- SPIPEBridge
- WATER.WR.PrivateLine
- WATER.WR.GravityMain
- MainType
- SCollector
- SInletceptor
- SInvertedSiphon
- SOutfall
- STunnel
- SUnknownGravityType
- WATER.WR.MajorRoads
- WATER.WR.SecondaryRoads
- WATER.WR.Centerline
- COGGIS_GISSUPPORT_ADMIN_PavedStreets
- COGGIS_PLANNING_ADMIN_Parcels
- WATER.WR.Easements
- WATER.WR.BuildingFootprints
- WATER.WR.Cabarrus_County



City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: FAR AWAY PLACE IV
2. Name and address of owner(s)/developer(s): ROBERT CRONIN
3. Owner(s)/developer(s) telephone: 704.789.3150 Fax: _____
4. Name and address of surveyor/engineer: _____
5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____
7. Name and address of person to whom comments should be sent: ROBERT CRONIN
8. Telephone number of person to whom comments should be sent: 704.789.3150
Fax: _____
9. Location of property: 5617 MOUNTAINEER LN.
10. Cabarrus County P.I.N.#: 5528 72 3030 0000
11. Current zoning classification: _____
12. Total acres: 3.38 Total lots proposed: _____
13. Brief Description of development: _____
14. Proposed Construction Schedule EXISTING RESIDENCE
15. Type of Service requested NEW WATER TAP, CURRENTLY UTILIZING WELL WATER

3.1.24
Date


Signature of Owner/Agent
ROBERT C. CRONIN
Name (printed)

NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:

Received by: _____ Date: _____

Date: Monday, March 4, 2024

Site Development Description & Location: 5617 Mountaineer Ln., Concord, NC (PIN5528723030) Parcel with Cabarrus County zoning.

Area Water and Sewer Utility Availability Description: Public 2-inch water available within Mountaineer Ln right of way.

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

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

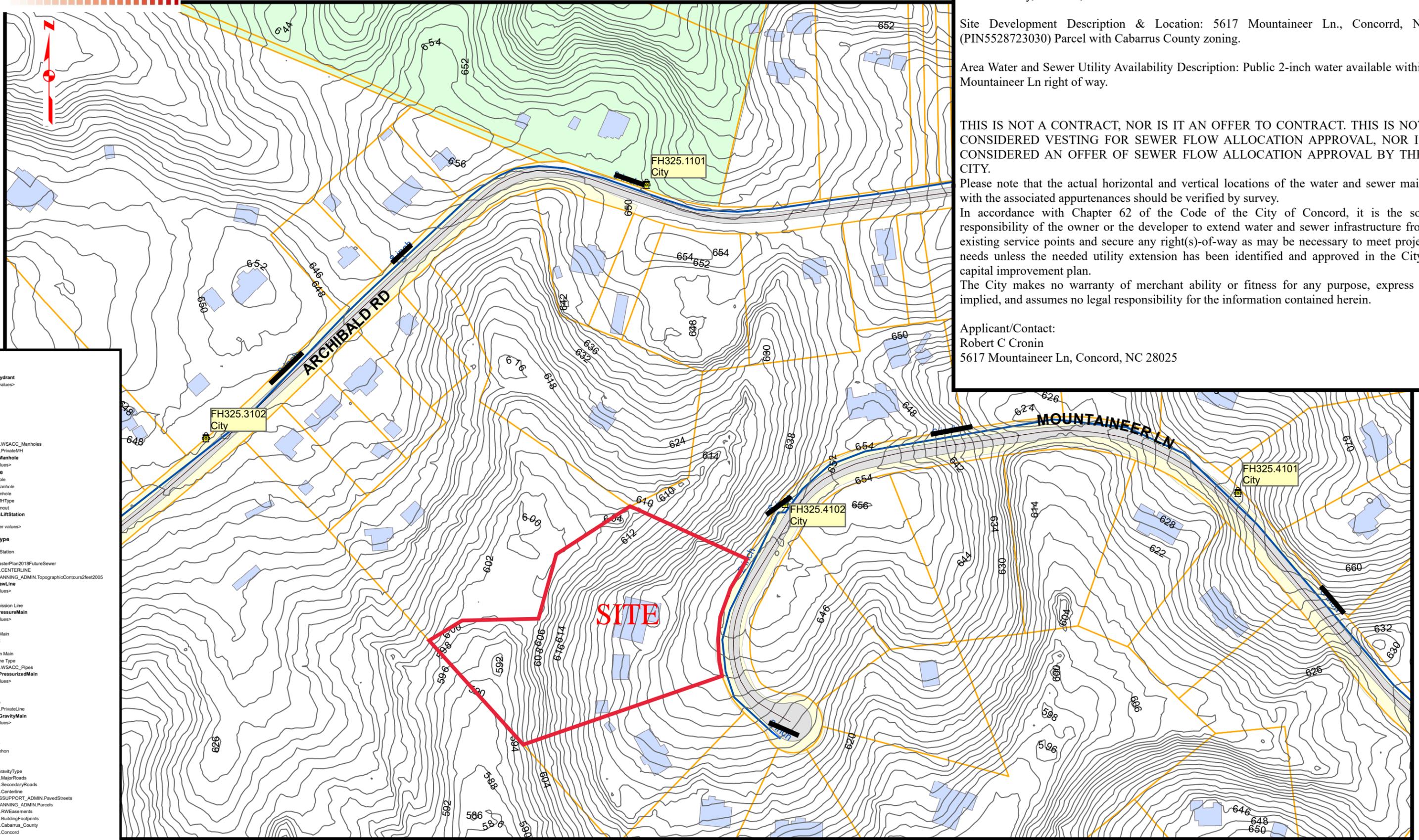
In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension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

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

Applicant/Contact:
Robert C Cronin
5617 Mountaineer Ln, Concord, NC 28025

Legend

- WATER.WR.Hydrant
- PRIVATE
- City
- Not Active
- Private
- WATER.WR.WSACC_Manholes
- WATER.WR.PrivateMh
- WATER.WR.Manhole
- ManholeType
- SDropManhole
- SStandardManhole
- SSummMManhole
- SUnknownMHType
- Private Cleanout
- WATER.WR.SLiftStation
- LiftstationType
- SPumpStation
- WR.DBQ.MasterPlan2018FutureSewer
- WATER.WR.CENTRLINE
- COGGIS.PLANNING_ADMIN.TopographicContours2feet2005
- WATER.WR.RawLine
- LINETYPE
- Raw Transmission Line
- WATER.WR.PressureMain
- LINETYPE
- Distribution Main
- Interconnect
- Pipe Bridge
- Transmission Main
- Unknown Line Type
- WATER.WR.WSACC_Pipes
- WATER.WR.SPressurizedMain
- MainType
- SForce
- SPipeBridge
- WATER.WR.PrivateLine
- WATER.WR.SGravityMain
- MainType
- SCollector
- SInterceptor
- SInvertedSiphon
- SOutfall
- STunnel
- SUnknownGravityType
- WATER.WR.MajorRoads
- WATER.WR.SecondaryRoads
- WATER.WR.Centerline
- COGGIS.GISSUPPORT_ADMIN.PavedStreets
- COGGIS.PLANNING_ADMIN.Parcels
- WATER.WR.RWEasements
- WATER.WR.BuildingFootprints
- WATER.WR.Cabarrus_County
- WATER.WR.Concord



CUC Terms:

Concord United Committee

At the February 11, 2021 City Council meeting, the Council approved the establishment of the Concord United Committee.

In order to stagger the terms of office, one-third of initial appointments will be for 1 year, one-third of initial appointments will be for 2 years, and the one-third of initial appointments will be for 3 years.

Members shall have three-year appointments following initial appointments.

Robert Kirk (Does not wish to be reappointed)	4/30/24 – Co-Chair
*Bertram Hinton, Jr.	4/30/25 – Co-Chair
*Lamarie Austin-Stripling	4/30/25 – Co-Chair

Wendy McConnell (filling unexp. tm of Jennifer Terris)	4/30/24
Michelle Joshua (filling unexp. tm. of Joe DeJesus)	4/30/24
Uda Kumar (filling unexpired term of Kiran Patel)	4/30/24
Lyndia Gabriel	4/30/24
Rayshion Sashington	4/30/24
Sandra Torres	4/30/24
Theresa Scott-Stills	4/30/24

*Aimy Steele	4/30/25
*Bob Anderson (to fill unexpired term of Betty Stocks)	4/30/25
*Cecilia Perz (filling unexp. tm. Of Caroline Overcash)	4/30/25
*Greg Mills	4/30/25
*Quinton Locklear	4/30/25
Tina Boyer	4/30/25

**Amos McClorey	4/30/26
**Kay Tembo	4/30/26
**Cindy Hanson	4/30/26
**Douglas Carroll	4/30/26
**Gracie Galloway	4/30/26
**Ingrid Nurse	4/30/26
**Jaymond Bryant-Herron	4/30/26
**Ann Fleming	4/30/26

*Reappointed to first 3-year term at the April 14, 2022 Council Meeting

**Reappointed to first 3-year term at the May 11, 2023 Council Meeting

Upon determination of default under the terms of the Deed of Trust, Deed Restriction (if applicable) and Promissory Note signed by a Borrower(s) and secured against any real property and its fixtures (if applicable) located in the City of Concord, pursuant to any of the programs detailed below administered by the City of Concord, the City shall make two (2) attempts to notify the Borrower, property owner and/or current resident(s) of the default in the form of a certified letter. If any required payments and/or terms and conditions of the loan documents become delinquent or outstanding for a minimum period of two (2) months, then the outstanding debt shall also be considered defaulted and due and payable in full.

In addition, any sub-recipient, external agency or HOME Consortium member who has an executed agreement with the City will be subject to default procedures as described within the agreement through the process below.

If after two (2) written notices of default have been issued by the City and the delinquency and/or violations are not cured a demand letter will be requested from the City of Concord's Legal Department. If within 30 days after sending the demand letter, the default has not been resolved, the City shall, at its discretion, proceed with the legal means, including but not limited to foreclosure proceedings to recover the outstanding debt in full. The City reserves the right to obtain legal counsel, by way of procurement, outside the city's legal department to process all default procedures. All legal fees, as stated in the secured documents may be included in the amount to satisfy the outstanding debt. In addition, the unpaid principal, upon default, shall bear interest at the rate of two (2%) percent per annum after default unless specified.

Default is defined as stated in the secured documents as follows:

- (a) The Property is sold, transferred or otherwise alienated by Borrower(s) whether voluntary or involuntary, or by operation of law, or without Lender's prior written consent, unless otherwise prohibited by federal law. Determination of alienation, transfer or sale sufficient to call for payment of this Note shall rest with the Lender and/or its designated agents and the maker shall be notified of the time and place of payment ;
- (b) The Property ceases to be occupied by Borrower as Borrower's principal place of residence;
- (c) Cash out refinancing, home equity loans or any loans utilizing the Property as collateral term of this Note;
- (d) Borrower defaults in the payment of any principal or interest when due;
- (e) Borrower, in any application to Lender in connection with this loan, failed to disclose or misrepresented any fact that would have prevented Borrower from being eligible for the Loan;
- (f) Borrower defaults or breaches any of the terms of the Deed of Trust or this Note;
- (g) Borrower fails to perform any covenant, term or condition in any instrument creating a lien upon the property which is security under the Deed of Trust, or any part thereof, which lien shall have priority over the lien of the Deed of Trust securing this Note;

External Agency Agreement - Default and Termination. If the City determines that the Recipient has failed to fulfill all obligations set forth under the terms of this Agreement and so defaulted in said obligations including

but not limited to not complying with North Carolina General Statute §160A-20.1, the City shall notify the recipient in writing detailing the nature of default. Upon notice, the Recipient shall provide the City with documentation evidencing compliance with the Agreement. Should the Recipient fail to provide said evidence or should said evidence be insufficient to prove compliance in a reasonable time, the City shall have sole discretion to terminate this Agreement.

Sub-Recipient Agreement

1. Suspension or Termination

- A. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:
 - 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - 2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - 3. Ineffective or improper use of the CDBG funds provided under this Agreement; or
 - 4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.
- B. The City, upon written notice to the Subrecipient, may also withhold payment of any unearned portion of the CDBG Funds if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by federal or state laws or regulations, executive order, or other policy announced by HUD.
- C. If the City withholds reimbursement payment, it shall advise the Subrecipient in writing what action must be taken as a condition of precedent to the resumption of said payments.

HOME Consortium Agreement

H. SUSPENSION OR TERMINATION FOR CAUSE:

- 1. The PJ, upon written notice to the Subrecipient, may suspend or terminate payment of HOME-ARP Funds to the Subrecipient in whole or in part for cause which shall include, but not limited to, the following:
 - (a) Ineffective or improper use of HOME-ARP Funds;
 - (b) Failure to comply with the terms and conditions of this Agreement;
 - (c) Submission to the PJ of reports which are incorrect or incomplete in any material respect;
 - (d) Suspension of the HOME-ARP Funds from HUD to the PJ and/or the Cabarrus/Iredell/Rowan HOME-ARP Consortium in whole or part for any reason.
- 2. The PJ, upon written notice to the Subrecipient, may also withhold payment of any unearned portion of the HOME-ARP Funds if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by federal or state laws or regulations, executive order, or other policy announced by HUD.
- 3. If the PJ withholds reimbursement payment, it shall advise the Subrecipient in writing what action must be taken as a condition of precedent to the resumption of said payments.

ORD.

U.S. Department of Energy
BIPARTISAN INFRASTRUCUTRE LEGISLATION (BIL) 2021
Energy Efficiency and Conservation Block Grant Program

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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 Cit 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>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
690-4603000	Grants Proceeds	0	36,418	36,418
		Total		36,418

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
1000-5540000	Vehicles - Capital	0	36,418	36,418
		Total		36,418

Reason: To appropriate the U.S. Department of Energy BIPARTISAN INFRASTRUCUTRE LEGISLATION (BIL) 2021 Energy Efficiency and Conservation Block Grant Program award.

Duly adopted by the City Council of the City of Concord, North Carolina this 11th day of April 11, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ORD.

U.S. Department of Energy
BIPARTISAN INFRASTRUCUTRE LEGISLATION (BIL) 2021
Energy Efficiency and Conservation Block Grant Program

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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 Cit 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>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
610-4603000	Grants Proceeds	0	81,104	81,104
Total				81,104

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
7240-554000	Vehicles - Capital	337,452	418,556	81,104
Total				81,104

Reason: To appropriate the U.S. Department of Energy BIPARTISAN INFRASTRUCUTRE LEGISLATION (BIL) 2021 Energy Efficiency and Conservation Block Grant Program award.

Duly adopted by the City Council of the City of Concord, North Carolina this 11th day of April 11, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ORD.

U.S. Department of Energy
BIPARTISAN INFRASTRUCUTRE LEGISLATION (BIL) 2021
Energy Efficiency and Conservation Block Grant Program

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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 Cit 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>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
100-4603000	Grants Proceeds	116,171	152,589	36,418
		Total		36,418

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
4910-5540000	Vehicles - Capital	0	36,418	36,418
		Total		36,418

Reason: To appropriate the U.S. Department of Energy BIPARTISAN INFRASTRUCUTRE LEGISLATION (BIL) 2021 Energy Efficiency and Conservation Block Grant Program award.

Duly adopted by the City Council of the City of Concord, North Carolina this 11th day of April 11, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

Return to Concord City Attorney, PO Box 308, Concord, NC 28026

**STATE OF NORTH CAROLINA
CABARRUS COUNTY**

**LICENSE TO ATTACH BANNERS
TO CITY OF CONCORD PROPERTY**

THIS AGREEMENT, made and entered into this, 22nd day of March 2024 by and between the City of Concord, A North Carolina municipal corporation (hereinafter “City”), and Conder Flag Company, Incorporated, a North Carolina corporation (hereinafter “Applicant”);

WITNESSETH:

WHEREAS, Applicant desires to encroach upon certain City public utility and/or illumination poles(s);

WHEREAS, City’s paramount interest in the operation of its utilities is to provide safe and abundant water, electricity and efficient collection and removal of wastewater and storm water to the citizen’s, visitors, and businesses in Concord in accordance with all federal, state and City regulations. Concord’s secondary interests are to maintain its utilities infrastructure in an esthetic manner and to promote the identity and image of the City by, for example, placing government-owned, or other banners on the electric poles for the purpose of promoting the City of Concord, North Carolina;

WHEREAS, Applicant seeks to encroach upon the City’s public utility and/or illumination pole by placing a decorative banner upon the same which promotes or celebrates the City, its neighborhoods, civic institutions, or public activities; and

WHEREAS, Applicant has completed and submitted an Application for License to Encroach upon Public Easement which is attached and incorporated herein by reference; and

WHEREAS, Applicant certifies that the information provided in said Application is true and correct; and

WHEREAS, the City has reviewed said application and found that it complies with the City Policy for Placement of Private Banners on Public Utility and Illumination Poles and other applicable City policies and procedures; and

WHEREAS, the City enters this Agreement based upon Applicant’s representations in the attached Application.

NOW, THEREFORE, IT IS AGREED THAT:

1. City hereby grants to Applicant the privilege to display the banner(s) in the attached Application on the City’s utility poles located as specified in the attached Application.

The banner(s) shall be limited to the size, weight, depiction, substance, dimensions, and overall style in the attached Application.

2. Applicant may install its banners no earlier than May 9, 2024, and must be removed no later than May 31, 2024.

Applicant will pay to the City \$15.00 (FIFTEEN DOLLARS AND NO CENTS) per banner described in the attached Application at least five (5) business days after execution of this Agreement and before installation of the described banner(s). There will be no refunds for banners described in the attached Application but not displayed by Applicant.

3. The installation, operation, and maintenance of the described banners will be accomplished in accordance with the Code of the City of Concord, applicable standards and specifications of the NCDOT Construction and Maintenance Operations Supplement, the policies, regulations, standards, and specifications of the NCDOT, the rules and regulations of OSHA, and such revisions and amendments thereto as may be in effect at the date of this agreement (hereinafter "regulations"). Information as to these regulations may be obtained from the City Transportation Director or the NCDOT Division Engineer.
4. Applicant, for itself, its assignees, successors in interest, and related parties agree to install and maintain the encroaching banners in such safe and proper condition that they will not interfere with or endanger electrical operations or travel upon streets or sidewalks, nor obstruct nor interfere with the proper maintenance. Applicant agrees to reimburse the City for all costs incurred for any repairs or maintenance to the City's electrical infrastructure, roadways, sidewalks, structures, and utilities due to the installation and existence of the banners of Applicant. If at any time the City shall require the removal of or changes in the location of the said banners, the said Applicant binds itself, its successors and assigns, and related parties to promptly remove or alter the banners without cost to the City in order to conform to the said request.
5. Applicant shall provide during installation of the banner(s) and during any subsequent maintenance, proper signs, signal lights, flagmen and other warning devices for the protection of traffic and pedestrians in conformance with the latest *Manual on Uniform Traffic Control Devices for Streets and Highways* and Amendments or Supplements thereto.
6. Applicant shall indemnify and save harmless the City from all damages and claims for damage that may arise by reason of the installation and maintenance of these banners, including but not limited to personal injury and death.
7. Applicant shall restore all areas disturbed during installation, maintenance, and removal of the banner(s) to the satisfaction of the City Manager or his designee.
8. If Applicant fails to comply with the terms of this agreement including but not limited to

failure to display banner(s) as described in the attached Application, the City reserves the right to stop all installation of the banner(s) until the installation has been brought into compliance or removed from the right-of-way at no cost to the City.

9. Applicant shall provide 48-hour notice to the City's Electric Services Department and/or other affected City departments prior to installation, maintenance, or removal of any banner(s). Applicant is solely responsible for arranging and coordinating the installation, maintenance, and removal with the City and other agencies as needed.
10. If the Applicant misrepresents or falsifies information in the attached Application, the City may immediately rescind this Agreement. If the Applicant fails to display banner(s) in the form, manner, and location described in the attached Application, the City may immediately rescind this Agreement.
11. The terms of this Agreement shall run until revoked by the City Council. Any banner(s) remaining on City property after the dates approved under paragraph 2, shall be removed by the City at the Applicant's expense. If this Agreement is rescinded or revoked for any reason, Applicant shall immediately remove any banner(s) under this Agreement at its own expense.
12. The terms of this License are inclusive. Topics not specified, permissions not explicitly granted may not be assumed, implied, or inferred and are hereby expressly denied.
13. Attachments. Additional Exhibits may be used to further define this Agreement when the Applicant and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with sequential numbers, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. *The following attachments* are made a part of this Agreement and incorporated herein by reference:
 - (a) Exhibit 1 – High-resolution photo of proposed banner(s);
 - (b) Exhibit 2 – Proof of insurance;
 - (c) Exhibit 3 – Contract between event sponsor/organization and professional installer;
 - (d) Exhibit 4 – Written approval of NCDOT district engineer, if applicable,

IN WITNESS WHEREOF, each party to this Agreement has caused the same to be executed as of the day and year first above written.

CONDER FLAG COMPANY

By: Barry Austin Barry Austin
MANAGER

CITY OF CONCORD

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

ATTEST BY:

Kim Deason, City Clerk

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Finance Director

Proofed at: 1:29pm, Fri Mar 22 2024, RF

Front

Back

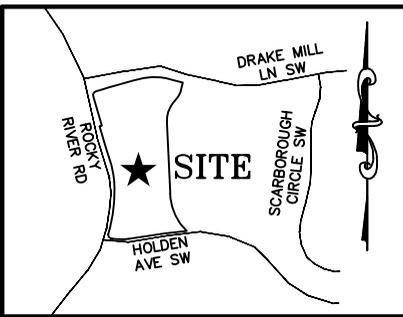


72.00" high x 30.00" wide

Charlotte Motor Speedway - Coca-Cola 600 Lightpole Banners

* Magenta line represents cut lines and edges of substrate and will not be visible on final product.

NOTE: Color varies from monitor to monitor. We print to match the closest CMYK or PMS color. There is no guarantee that your product will be the exact color that appears on your monitor.



FLOOD CERTIFICATION:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X", OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 371055-2700-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND:

- N/F NOW OR FORMERLY
- R/W RIGHT OF WAY
- #4 REBAR FOUND
- △ CALCULATED POINT
- NGS MONUMENT
- ▨ SCM EASEMENT
- N/F LAND OF THE VILLAS AT ROCKY RIVER, LLC
PIN #55275218310000
DEED BK-16694, PG-355
LOT 2B OF PLAT BK-86, PG-92
ZONED: PUD

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	88.44'	150.00'	87.17'	N16°53'28"W	33.7823
C2	57.13'	150.00'	56.79'	N22°52'14"W	21.8235
C3	134.50'	278.91'	133.20'	S84°00'20"E	27.6302
C4	39.12'	27.00'	35.79'	S27°39'57"E	83.0187
C5	41.97'	27.00'	37.87'	S30°08'49"W	89.0657
C6	57.34'	150.00'	56.99'	N27°13'04"E	21.9011
C7	99.92'	150.00'	98.09'	S19°05'03"W	38.1684

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
EC1	27.88'	630.00'	27.88'	S13°53'53"E	2.5359

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	82.69'	S33°46'56"E
L2	50.75'	S11°57'32"E
L3	29.22'	S69°10'31"E
L4	3.66'	S76°07'32"E
L5	11.64'	N74°49'56"E
L6	32.70'	S12°52'10"E
L7	172.25'	S14°23'10"E
L8	68.32'	S73°05'54"E
L9	56.99'	S16°16'02"W
L10	54.82'	S38°10'06"W

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
E1	96.17'	N76°08'24"E
E2	25.00'	S0°00'00"E
E3	5.97'	N90°00'00"E
E4	80.61'	S74°50'34"W

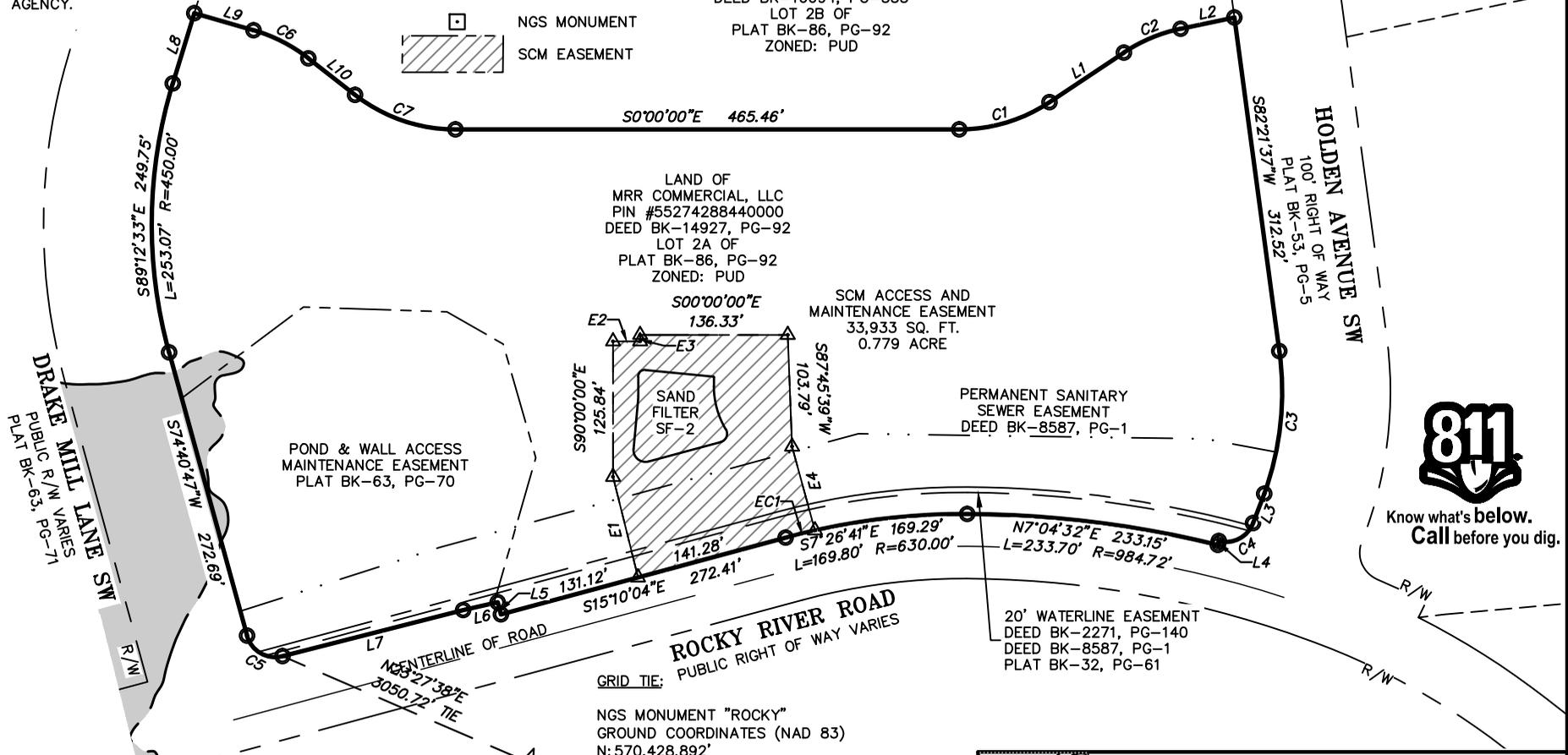
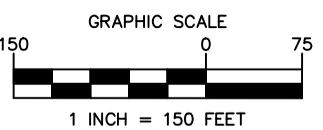
NOTES:

- THE SOLE PURPOSE OF THIS MAP IS TO CREATE A SCM MAINTENANCE AS SHOW HEREON.
- THIS MAP IS NOT A BOUNDARY SURVEY.
- THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
- AREAS CALCULATED BY COORDINATE GEOMETRY.
- SUBJECT PARCEL ID#: 55274288440000

SURVEYOR'S CERTIFICATE:

I, STEPHEN S. DYER, PLS, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION AND EASEMENTS ONLY, AND NOT FOR A BOUNDARY SURVEY OF THE PROPERTY SHOWN. I WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL.

STEPHEN S. DYER, PLS L-3509
N.C. FIRM LICENSE #C-1069



Preliminary -
For Review Only

SCM EASEMENT EXHIBIT

VILLAS AT ROCKY RIVER LOT 2B

CITY OF CONCORD
CABARRUS COUNTY, NORTH CAROLINA

File #	24004-ESMT	Date:	03-27-24	Project P.L.S.:	SSD
THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND LAND SURVEYING		Surveyed By:	TIG		
		Drawn By:	CLC		
		Scale:	1"=150'		

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

SHEET 1 OF 1





MEMORADUM

DATE: Friday, March 15, 2024
TO: Jackie Deal, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Troutman Enterprises
PROJECT NUMBER: 2021-003
DEVELOPER: Troutman Enterprises of Concord, Inc.
FINAL CERTIFICATION - LOT NUMBERS: Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, April 11, 2024
ONE-YEAR WARRANTY DATE: Friday, April 11, 2025

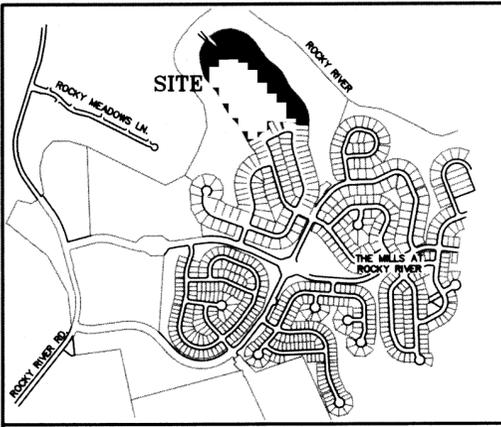
Water Infrastructure	Quantity
12-inch in LF	70.00
12-inch Valves	2



MEMORADUM

DATE: Thursday, March 14, 2024
 TO: Jackie Deal, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: The Mills at Rocky River PH 2C MP 3
 PROJECT NUMBER: 2018-044
 DEVELOPER: NVR, aba Ryan Homes
 COUNCIL ACCEPTANCE DATE: Thursday, April 11, 2024
 ONE-YEAR WARRANTY DATE: Thursday, April 10, 2025

Street	Length in LF	ROW in FT	Plat
Waterwheel ST SW	2753.00	50.00	PH 2C MP 3
Total	2753.00		



VICINITY MAP: NOT TO SCALE

MINIMUM BUILDING SETBACKS:

SET BACKS	FRONT	SIDE	REAR
UNIT TYPE			
50' LOTS	*5'	3'	5'
60' LOTS	20'	5'	10'
70' LOTS	20'	6'	15'
80' LOTS	20'	6'	15'
100' LOTS	20'	7'	20'

*20' USED FOR 50' LOTS

CERTIFICATE OF CONFORMITY WITH PLANS & SPECIFICATIONS:

CITY OF CONCORD

MILLS SUBDIVISION - PHASE 2C, MAP 3
NAME OF SUBDIVISION

WATERWHEEL ST. SW - 2.753'
NAME OF STREETS IN SUBDIVISION

NVR, INC.
SUBDIVIDER

ENGINEERS CERTIFICATION:

I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

SIGNED:

Anthony B. Cowan
REGISTERED PROFESSIONAL ENGINEER
026462
REGISTERED NO. 2/24/2024 DATE



CERTIFICATE OF NOTARY PUBLIC:

NORTH CAROLINA
MECKLENBURG COUNTY

I, *Karen A. Kocher*, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ANTHONY BRENT COWAN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 8th DAY OF July 2020.

MY COMMISSION EXPIRES: 03/24/2024



CERTIFICATE OF FINAL PLAT APPROVAL:

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE MILLS SUBDIVISION, PHASE 2C, MAP 3 WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 7/16/2020.

R. Steg
DEVELOPMENT SERVICES DIRECTOR

7/16/20
DATE

CERTIFICATE OF FEE PAYMENT:

I HEREBY CERTIFY THAT ALL FEES FOR THE MILLS 2C MAP 3 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE

Jessie Ann
FINANCE DIRECTOR
7/13/20
DATE
Deputy

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION:

I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 7/30/2020.

Christy
CITY CLERK
7/30/2020
DATE

FLOOD CERTIFICATION:

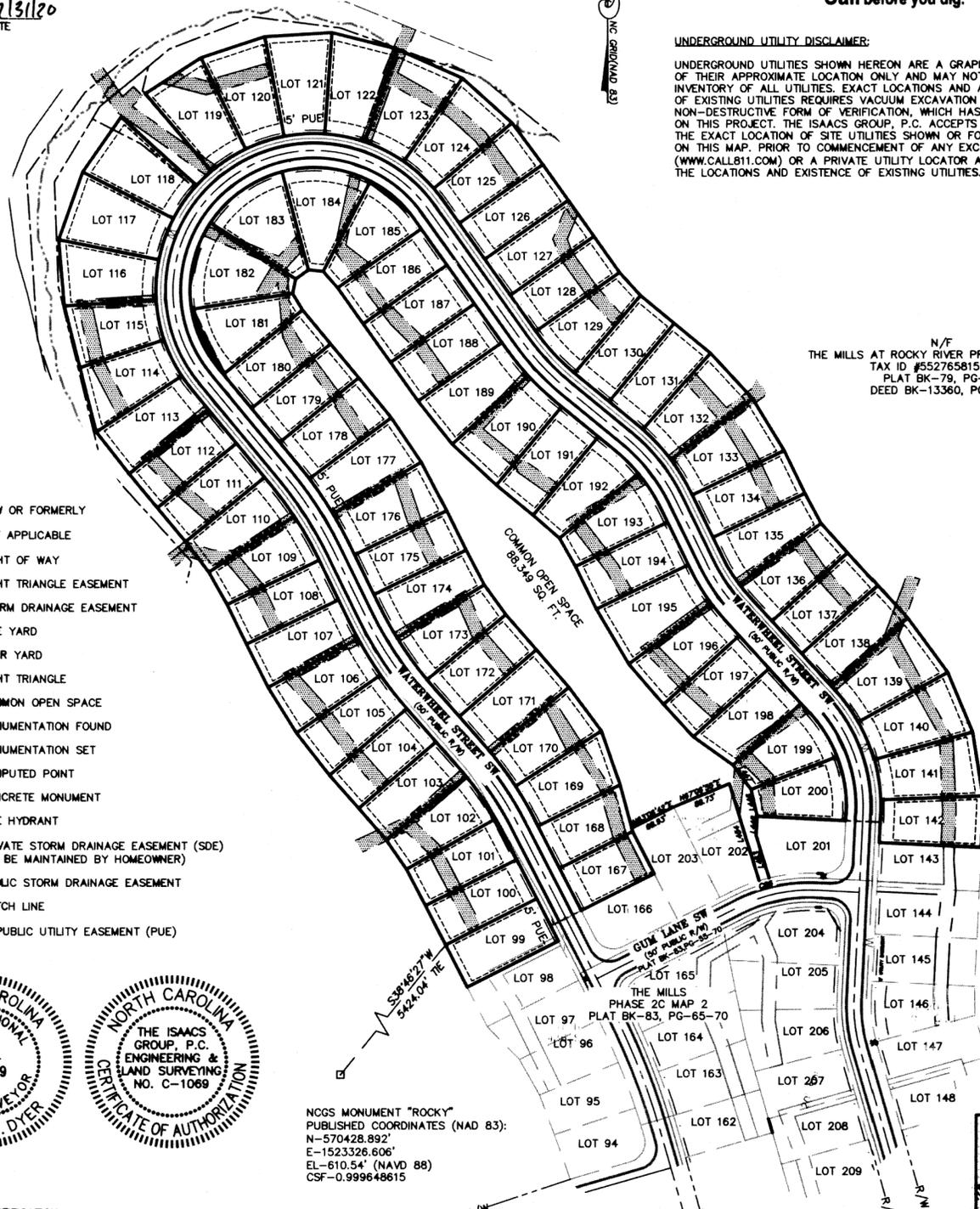
THIS IS TO CERTIFY THAT A PORTION OF THE PROPERTY SHOWN ON THIS PLAT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, COMMUNITY PANEL NUMBER 371055-2700-K, DATED NOVEMBER 16, 2018.



Know what's below.
Call before you dig.

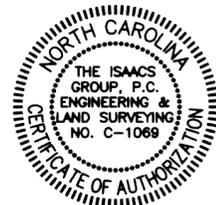
UNDERGROUND UTILITY DISCLAIMER:

UNDERGROUND UTILITIES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION OF THEIR APPROXIMATE LOCATION ONLY AND MAY NOT BE A COMPLETE INVENTORY OF ALL UTILITIES. EXACT LOCATIONS AND A COMPLETE INVENTORY OF EXISTING UTILITIES REQUIRES VACUUM EXCAVATION OR SIMILAR NON-DESTRUCTIVE FORM OF VERIFICATION, WHICH HAS NOT BEEN PERFORMED ON THIS PROJECT. THE ISAACS GROUP, P.C. ACCEPTS NO RESPONSIBILITY FOR THE EXACT LOCATION OF SITE UTILITIES SHOWN OR FOR UTILITIES NOT SHOWN ON THIS MAP. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, CONTACT 811 (WWW.CALL811.COM) OR A PRIVATE UTILITY LOCATOR AS NEEDED TO VERIFY THE LOCATIONS AND EXISTENCE OF EXISTING UTILITIES.



LEGEND:

- N/F NOW OR FORMERLY
- N/A NOT APPLICABLE
- R/W RIGHT OF WAY
- STE SIGHT TRIANGLE EASEMENT
- SDE STORM DRAINAGE EASEMENT
- SY SIDE YARD
- RY REAR YARD
- ST SIGHT TRIANGLE
- COS COMMON OPEN SPACE
- MONUMENTATION FOUND
- MONUMENTATION SET
- COMPUTED POINT
- CONCRETE MONUMENT
- FIRE HYDRANT
- PRIVATE STORM DRAINAGE EASEMENT (SDE) (TO BE MAINTAINED BY HOMEOWNER)
- PUBLIC STORM DRAINAGE EASEMENT
- MATCH LINE
- 5' PUBLIC UTILITY EASEMENT (PUE)



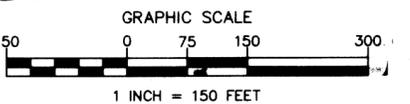
NGCS MONUMENT "ROCKY"
PUBLISHED COORDINATES (NAD 83):
N-570428.892'
E-1523326.606'
EL-610.54' (NAVD 88)
CSF-0.999648615

SURVEYORS CERTIFICATION:

I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES; THAT THE RATIO OF PRECISION IS A MINIMUM OF 1:10,000, THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS-47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

Stephen S. Dyer PLS. 2020.07.06
14:09:11-04'00"
STEPHEN S. DYER, PLS L-3509

FILED Aug 19, 2020 03:52 pm FILED CABARRUS COUNTY NC
BOOK 00085 INSTRUMENT # 27496 REGISTER OF DEEDS
PAGE 0040 THRU 0040 EXCISE TAX \$0.00



CERTIFICATE OF STREETS, WATER, SEWER AND STORMWATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS:

I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.

M. S. [Signature]
DIRECTOR OF ENGINEERING
8/19/2020
DATE

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION (NVR, INC.):

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: *[Signature]* OWNER
7/13/20
DATE

CERTIFICATE OF NOTARY PUBLIC:

NORTH CAROLINA
CABARRUS COUNTY
I, *Leigh Strickland*, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT *Kevin Conroy* PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 13th DAY OF July 2020
MY COMMISSION EXPIRES: 4/21/2024

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION (THE MILLS @ ROCKY RIVER PROPERTY OWNERS):

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: *[Signature]* OWNER
07/15/20
DATE

CERTIFICATE OF NOTARY PUBLIC:

NORTH CAROLINA
CABARRUS COUNTY
I, *Leigh Strickland*, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT *Bobby Teasley* PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

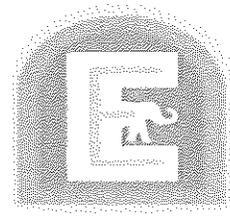
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 15th DAY OF July 2020
MY COMMISSION EXPIRES: 4/21/2024

MAP NOT VALID WITHOUT ALL SHEETS
SEE SHEET 4 FOR NOTES & SHEET 7 FOR TABLES

SUBDIVISION PLAT
LAND OF NVR. THE MILLS, PHASE 2C MAP 3
OWNER ADDRESS: 11700 PLAZA AMERICA DRIVE, SUITE 500 RESTON, VA 28273
SITE ADDRESS: WATERWHEEL STREET
CITY OF CONCORD
CABARRUS COUNTY, NORTH CAROLINA
TOWNSHIP: HARRISBURG
PREPARED FOR: NVR, INC.

File #: 16167-RM-2C-3	Date: 07/06/2020	Project P.L.S.: SSD
ISAACS GROUP		Surveyed By: TIG
CIVIL ENGINEERING DESIGN AND LAND SURVEYING		Drawn By: DFC
7820 RED OAK BLVD. SUITE 420 CHARLOTTE, N.C. 28217		Scale: 1"=150'
PHONE (704) 527-3440 FAX (704) 527-8335		SHEET 1 OF 7

THE BIG E- THE ELEPHANT IN THE ROOM
LIFE CHANGERS, INC.
794 BARTRAM AVENUE
CONCORD, NC 28025
(631) 245-7716
info@thebigelifechangers.org
(EIN-87-2943433)



RE: REQUEST FOR SPONSORSHIP

The Big E-The Elephant in the Room Life Changers, Inc.
794 Bartram Avenue
Concord, NC 28025
(631) 245-7716
info@thebigelifechangers.org
March 6, 2024

Good Afternoon Mayor William C. Dusch,

Hope all is well. It was a pleasure speaking to you today. Per our conversation, The Big E-The Elephant in the Room Life Changers, Inc. (EIN-87-2943433) is a nonprofit organization in Cabarrus County, North Carolina. The Big-E's goal is to identify silent holes left unacknowledged in our local community and begin engaging with and assisting individuals and families that lacked adequate support.

Begun in 2021, it is our mission to fill the gaps that lack awareness, support, and resources in the community. We do this by organizing events to raise awareness, partnering with local resources to support and connect identified vulnerable and at-risk individuals within our community, such that no one falls through the cracks.

The Big E has developed a "*Youth Uplifting*" initiative targeting 60% of children in Concord, North Carolina from 18 yrs old and younger. We want to target this age group and focus on issues dealing with bullying, depression, anxiety and stress. We have partnered with Social Works in Cabarrus County Schools to identify these children. Our partnerships include Cabarrus Health Alliance, Daymark Recovery Services, Mental Health America of the Carolinas, NAMI Charlotte, Family Victory Counseling and Cabarrus Firearms Safety Coalition. Our goal is to create resources, support and awareness.

We are busy preparing and ramping up for this year. This year our goal is \$25,000. Funds will be used to expand resources and for community events of our existing programs. This includes providing individuals and or families, fresh and healthy foods, education and tuition assistance, apparel, mental health services, financial assistance, and memberships for fit and healthier lifestyles.

We also wish to continue with our successful events of this year 2023; Bowl for Autism, Cabarrus County's 1st Inaugural Suicide Awareness 5K Walk/Run (this event made our local news station), and Healthy Food Harvest and Back to School. We kindly request a monetary donation of \$1,500 to reach our goal or any in-kind support(non-monetary donation) that you can provide. Our organization relies on support from generous donors such as you. Your support would be invaluable and greatly appreciated. To express our gratitude, we would be pleased to acknowledge your contributions on our website, social media platforms, etc.

We thank you for your consideration of our request and look forward to hearing from you. Please visit our website <https://www.eitrlifechangers.org/>. Here, you can make your donation and learn more about The Big E-The Elephant in The Room, Life Changers, Inc. Thanks in advance for your support and contributions. Please open the attached document, this will give insight on how we love to change lives!

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,332,420	7,333,920	1,500
	Total			1,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	18,550	20,050	1,500
	Total			1,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to The Big E- The Elephant in the Room Life Changers, Inc. to assist with community events such as Bowl for Autism, the first Inaugural Suicide Awareness 5K Walk/Run in Cabarrus County, and the Healthy Food Harvest.

Adopted this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,333,920	7,336,420	2,500
	Total			2,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	20,050	22,550	2,500
	Total			2,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Cabarrus Arts Guild.

Adopted this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



March 22, 2024

The Honorable William C. Dusch
City of Concord Mayor
92 Louise Drive SE
Concord, NC. 28025

Dear Mr. Mayor,

I am writing to bring to your attention to the invaluable work being done by our local art association and to request your support in providing funding for an outreach program aimed at underserved community children of various age groups at the Boys and Girls Club of Cabarrus County. The Cabarrus Art Guild has a proven track record of enriching our community through various artistic programs. We are now extending our outreach to children who may not otherwise have access to such opportunities. We believe our classes will have a profound impact and are grateful that the Cabarrus Boys and Girls Club has embraced our mission and has offered the use of its facilities. To date we have conducted five classes which were very well attended, and we would like to continue this program. It is of note that 70% of the attendees at the Boys and Girls Club are residents of Concord.

By investing in this outreach program, you would not only be supporting the development of creativity and artistic skills in our youth but also fostering a sense of community and belonging among children from diverse backgrounds. Providing these children with exposure to the arts can inspire them, boost their confidence, and open up new avenues for personal growth and expression.

In order to meet the needs of the Girls and Boys club of Cabarrus County for the year we request the amount of \$2496 for 24 classes.

To be allocated as follows:

Stipend to art teacher: \$40 per class (\$960)

Stipend to teacher assistant: \$20 per class (\$480)

Supplies for 2 classes per month for 12 months: \$44 each class. (\$1056)

I urge you to consider allocating funds towards this initiative, as it has the potential to make a lasting difference in the lives of underserved children in our community. Your support would not only benefit these children directly but also contribute to the cultural vibrancy and inclusivity of our city.

Thank you for considering this request.

Sincerely,

Christine Creamer

Christine Creamer
Grant Chair
Cabarrus Art Guild

This organization is sponsored by a grant from the Grassroots Arts Program of the North Carolina Arts Council, a state agency, and the Cabarrus Arts Council.



ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,330,420	7,332,420	2,000
	Total			2,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	16,550	18,550	2,000
	Total			2,000

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Be the Lite CDC, Inc Summer Enhancement Program.

Adopted this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th 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:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
Total				
 <u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4310-5351000	Transfer to Project	150,000	270,000	120,000
4310-5550000	Equipment-Capital	120,000	0	(120,000)
Total				0

Reason: To move funds in operating budget for the Charlie District Renovation project to the project fund.

Adopted this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for Charlie District Renovation.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
100-4501100	Transfer from Gen Fund	12,014,549	12,134,549	120,000
Total				120,000

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811297	Charlie District Renov	250,000	370,000	120,000
Total				120,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 11th day of April, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2023-2024

FINAL REPORT

February

Property Tax Receipts- Munis

2023 BUDGET YEAR	534,614.91
2022	8,566.44
2021	865.74
2020	1,591.62
2019	461.41
2018	31.80
2017	
2016	
2015	
2014	
Prior Years	
Interest	16,092.84
Refunds	
	<u>562,224.76</u>

Vehicle Tax Receipts- County

2023 BUDGET YEAR	539,634.93
2022	
2021	
2020	
2019	
2018	
2017	
Prior Years	
Penalty & Interest	8,581.62
Refunds	
	<u>548,216.55</u>

Fire District Tax - County

2023 BUDGET YEAR	8,436.52
------------------	----------

Less: Collection Fee from County

Net Ad Valorem Collections	<u>1,118,877.83</u>
-----------------------------------	---------------------

423:Vehicle Tag Fee-Transportation Impr Fund	35,397.50
100:Vehicle Tag Fee	143,720.00
630:Vehicle Tag Fee-Transportation Fund	35,397.50
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>214,515.00</u>

Privilege License	
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>-</u>

Oakwood Cemetery current	6,400.00
Oakwood Cemetery endowment	4,375.00
Rutherford Cemetery current	3,925.02
Rutherford Cemetery endowment	3,299.98
West Concord Cemetery current	1,050.00
West Concord Cemetery endowment	
Total Cemetery Collections	<u>19,050.00</u>

Total Collections	<u>\$ 1,352,442.83</u>
--------------------------	------------------------

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	123,435.00
Discovery Penalty	112.23
Total Amount Invoiced - Monthly	<u>123,547.23</u>
Total Amount Invoiced - YTD	71,424,555.58

Current Year	
Less Abatements (Releases)	
Real	1,561.35
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>1,561.35</u>

Adjusted Amount Invoiced - monthly	121,985.88
Adjusted Amount Invoiced - YTD	71,234,274.43

Current Levy Collected	534,614.91
Levy Collected from previous years	11,517.01
Penalties & Interest Collected	16,092.84
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>562,224.76</u>
Total Collected - YTD	70,065,872.48

Total Collected - net current levy -YTD	69,756,945.29
Percentage of Collected -current levy	97.93%
Amount Uncollected - current year levy	1,477,329.14
Percentage of Uncollected - current levy	2.07%
	100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of February 2024

RELEASES		
CITY OF CONCORD	\$	1,561.35
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	2,834.03
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	0	0	0.0048	0.00	0.00		
2019	0	0	0	0.0048	0.00	0.00		
2020	0	0	0	0.0048	0.00	0.00		
2021	0	0	0	0.0048	0.00	0.00		
2022	0	0	0	0.0048	0.00	0.00		
2023	0	123,435	123,435	0.0048	592.49	112.23		
Total	0	123,435	123,435		\$ 592.49	\$ 112.23		
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		\$ -	\$ -		

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 2/29/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP LLOYDS BANK CORP 0 3/11/2024	53948ACB5	5,000,000.00	4,844,225.00	3/11/2024	5.759	1.11	8/23/2023	96.8845	11
CP CREDIT AGRICOLE CORP 0 3/22/2024	22533TCN4	5,000,000.00	4,863,780.56	3/22/2024	5.664	1.12	9/26/2023	97.275611	22
CP EBURY FINANCE 0 4/19/2024	27873JDK8	5,000,000.00	4,934,611.10	4/19/2024	5.421	1.14	1/22/2024	98.692222	50
CP PACIFIC LIFE 0 4/26/2024	69448WDS0	3,200,000.00	3,149,779.56	4/26/2024	5.415	0.72	1/11/2024	98.430611	57
CP NORDEA BK ABP 0 5/17/2024	65558JEH6	5,000,000.00	4,861,983.33	5/17/2024	5.615	1.12	11/17/2023	97.239667	78
CP MUFG BK LTD 0 6/7/2024	62479LF75	5,000,000.00	4,918,022.22	6/7/2024	5.358	1.13	2/16/2024	98.360444	99
CP ANGLESEA FUNDING 0 7/19/2024	0347M2GK6	5,000,000.00	4,876,041.65	7/19/2024	5.230	1.12	1/26/2024	97.520833	141
CP TOYOTA MOTOR CREDIT 0 9/6/2024	89233GJ64	3,200,000.00	3,075,162.66	9/6/2024	5.474	0.71	12/14/2023	96.098833	190
Sub Total / Average Commercial Paper		36,400,000.00	35,523,606.08		5.496	8.17		97.598529	77
FFCB Bond									
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.15	3/4/2021	99.8	1
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.80	9/22/2021	99.94	36
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.15	8/19/2021	100	172
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.15	9/11/2020	100	194
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	0.96	11/12/2021	99.6	235
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.15	12/10/2021	100	284
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.15	8/10/2023	100.019787	375
FFCB 5.21 4/3/2025-24	3133EPT39	5,000,000.00	5,000,000.00	4/3/2025	5.210	1.15	1/12/2024	100	399
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.15	4/21/2021	100	417
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.15	9/29/2020	100	578
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.15	12/22/2021	100	662
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.15	12/17/2020	100	838
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.14	9/22/2023	99.426	915
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.15	9/28/2021	100	942
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.15	3/30/2020	100	1,125
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.15	3/10/2021	100	1,471
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.15	3/23/2021	100	1,484
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.15	2/16/2021	99.725	1,792
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.14	3/24/2021	99.2	1,841
Sub Total / Average FFCB Bond		92,659,000.00	92,548,701.35		1.587	21.30		99.881481	739
FHLB Bond									
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.15	4/29/2021	100	60
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.15	5/28/2021	100	85
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.15	5/24/2021	100	85
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.15	6/7/2021	100	99
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.15	7/15/2021	100	137
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.15	7/29/2021	100	151
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.15	8/28/2020	100	180
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.15	1/27/2022	100	333
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.15	1/29/2021	99.98	502
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.15	1/20/2021	99.98	599
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.15	12/30/2020	100	670
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.15	1/29/2021	100	700
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.15	2/17/2021	99.9	719
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.15	3/10/2021	100	740
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.15	4/29/2021	100	790

FHLB 5.2 6/30/2026-24	3130B03A5	5,000,000.00	4,998,250.00	6/30/2026	5.218	1.15	2/27/2024	99.965	852	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.15	8/28/2020	99.725	1,265	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.15	11/1/2019	100	2,072	
Sub Total / Average FHLB Bond		90,000,000.00	89,977,500.00		1.004	20.71		99.975042	558	
FHLMC Bond										
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.15	12/14/2022	100	106	
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.15	6/28/2022	100	120	
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.52	9/24/2021	100	151	
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.30	3/4/2022	99.386016	349	
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.15	11/17/2023	99.684	351	
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.15	12/21/2022	100	386	
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.06	12/30/2022	100	487	
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.15	6/30/2022	100	487	
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.28	8/4/2022	92.438	508	
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.32	10/6/2022	89.533	572	
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.21	11/4/2022	88.468864	572	
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	572	
FHLMC 5.15 2/18/2026-24	3134G1TY9	5,250,000.00	5,249,212.50	2/18/2026	5.159	1.21	2/23/2024	99.985	720	
FHLMC 5.75 6/8/2026-23	3134GYTK8	1,000,000.00	998,300.00	6/8/2026	5.818	0.23	10/27/2023	99.83	830	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.15	7/14/2020	100	866	
FHLMC 5.05 9/25/2026-24	3134H1CK7	5,000,000.00	4,963,500.00	9/25/2026	5.322	1.14	10/27/2023	99.27	939	
FHLMC 5.55 10/30/2026-24	3134H1GU1	5,000,000.00	4,996,250.00	10/30/2026	5.578	1.15	10/30/2023	99.925	974	
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.15	12/4/2023	100	1,009	
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.15	12/15/2023	100	1,016	
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.14	2/22/2024	99.05	1,089	
FHLMC 5.55 9/27/2027-24	3134H1DG5	5,000,000.00	4,998,250.00	9/27/2027	5.560	1.15	9/27/2023	99.965	1,306	
FHLMC Step 1/12/2029-24	3134H1PC1	5,000,000.00	5,000,000.00	1/12/2029	6.019	1.15	1/12/2024	100	1,779	
Sub Total / Average FHLMC Bond		83,856,000.00	83,304,588.22		4.551	19.17		99.391435	743	
FNMA Bond										
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.23	7/7/2021	104.035	124	
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.14	8/5/2021	104.157119	124	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.15	8/28/2020	100	180	
FNMA 2.625 9/6/2024	3135G0ZR7	3,167,000.00	3,093,525.60	9/6/2024	5.424	0.71	10/27/2023	97.68	190	
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.41	10/6/2021	103.290765	229	
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.15	11/4/2021	102.649852	229	
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.15	7/19/2021	99.797	291	
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.25	1/5/2022	101.665856	313	
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.29	5/5/2022	93.265273	418	
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.10	1/12/2024	95.239	418	
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.20	6/6/2022	93.108	474	
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.29	7/7/2022	93.157474	474	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.15	7/14/2020	100	501	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.15	8/19/2020	100	537	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.15	8/25/2020	100	543	
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.19	9/7/2022	91.21	543	
FNMA 5.375 10/17/2025-24	3135GAKU4	5,000,000.00	5,000,000.00	10/17/2025	5.375	1.15	12/21/2023	100	596	
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.27	1/5/2023	90.313183	617	
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.17	3/7/2023	89.629402	617	
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.19	4/5/2023	92.12444	617	
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.05	11/17/2023	91.267	669	
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.12	5/3/2023	95.315	785	
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.20	10/27/2023	88.898	882	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.15	10/29/2020	100	973	
FNMA 5.625 11/24/2026-24	3135GAKB6	5,000,000.00	5,000,000.00	11/24/2026	5.625	1.15	11/27/2023	100	999	
FNMA 5 1/4/2027-24	3135GAL58	5,000,000.00	4,998,750.00	1/4/2027	5.009	1.15	1/12/2024	99.975	1,040	
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.15	1/12/2024	100	1,044	
FNMA 5.25 2/2/2027-24	3135GAMS7	5,000,000.00	5,000,000.00	2/2/2027	5.250	1.15	2/2/2024	100	1,069	

FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.15	11/4/2020	100	1,344
Sub Total / Average FNMA Bond		87,237,000.00	85,883,453.24		2.888	19.76		98.56426	666
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	85,213.04	85,213.04	N/A	5.260	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	26,070,617.05	26,070,617.05	N/A	5.260	6.00	12/31/2005	100	1
NCCMT LGIP	NCCMT271	241,889.27	241,889.27	N/A	5.260	0.06	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		26,397,719.36	26,397,719.36		5.260	6.07		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	16,037,180.63	16,037,180.63	N/A	5.000	3.69	3/31/2019	100	1
Sub Total / Average Money Market		16,037,180.63	16,037,180.63		5.000	3.69		100	1
Treasury Bill									
T-Bill 0 8/22/2024	912797KC0	5,000,000.00	4,871,791.67	8/22/2024	5.307	1.12	2/23/2024	97.435833	175
Sub Total / Average Treasury Bill		5,000,000.00	4,871,791.67		5.307	1.12		97.435833	175
Total / Average		437,586,899.99	434,544,540.55		3.002	100		99.344099	555