

# City Council Agenda

Thursday, March 9, 2023 6:00 PM

3rd floor Council Chambers at City Hall

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

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

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

January 20, January 24, February 7, and February 9, 2023.

- IV. Presentations:
- 1. Presentation of Retirement Plaque to Captain Rick Gilleland for 29 years of service with the City of Concord Fire Department. Rick Gilleland started his fire service career with the city on March 1, 1994. He has been dedicated member of the organization holding the ranks of Firefighter, Firefighter II (4/21/97), Senior Firefighter (4/21/2000), Fire Specialist (6/24/2013) and Fire Captain (3/31/2014). Captain Gilleland has served on numerous committees within the department including (apparatus, wellness, Haz-Mat, recruitment, Honor Guard, and Strategic planning committee). Captain Gilleland has received multiple certifications during his career and used his skills to teach new firefighters. Captain Gilleland last assignment was Ladder 11 assigned to protect the western portion of the city and has done so since the station was opened in 2015.
- 2. Presentation of a Proclamation recognizing the month of March as Women's History Month in the City of Concord.
- V. Unfinished Business
- VI. New Business
  - A. Informational Items
  - B. Departmental Reports
  - C. Recognition of persons requesting to be heard
  - D. Public Hearings
- 1. Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158- 7.1 to consider granting a one-year/85% tax-based economic development industrial spec grant to HSREI, LLC, to locate at 7301 Hendrick Auto Plaza NW, Concord, North Carolina 28027.

The area is directly south of Hendrick Auto Plaza at the Kia and Volkswagen dealerships and will have an investment of approximately \$23,700,000 in real and personal property. Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. HSREI, LLC, proposes to develop an Advanced Manufacturing Center (AMC) on 30 acres adjacent to Hendrick Motorsports Campus. This building design will be an approximately 269,500 SF advanced manufacturing facility and will attract a premier advanced manufacturing tenant. It will be among the finest facilities of its type in the region and create a place where high-quality careers expand for decades. HSREI, LLC, proposes to invest approximately \$23,700,000 in real and personal property. The total value of the City's one-year/85% grant is estimated to equal \$96,696 depending on the actual investment. The City of Concord would still collect a one-year net revenue of \$17,064 after the incentive payments. Please see attached grant analysis for additional details.

**Recommendation:** Consider offering a contract for a one-year/85% tax-based Economic Development Spec Grant to HSREI, LLC, to locate at 7301 Hendrick Auto Plaza NW, Concord, North Carolina 28027.

2. Conduct a public hearing to consider adopting an ordinance amending Article 8, Table 8.1.8, Use Table; Article 8.3, Supplemental Regulations for Certain Uses; Article 7.8.2, Multifamily Design Standards; and Article 14, Definitions, of the Concord Development Ordinance (CDO) to adopt regulations to permit tiny and cottage homes and to amend the minimum spacing requirements for single story structures within multifamily developments.

The City has received an increasing number of inquiries regarding the development of smaller homes either on smaller lots or within one overall parcel. Staff has researched the tiny home ordinances in other jurisdictions and has developed a set of design standards. These standards have been tested on several parcels within the City to ensure that development can be accomplished. Additionally, the proposed ordinance has been reviewed by a local architect with tiny home/infill experience and those comments have been incorporated.

The proposal includes two levels of smaller homes, which are "tiny homes" and the slightly larger "cottage homes," which would still be smaller than a conventional single-family home. The amendment also includes a slight tweak to the multifamily design standards to ensure that spacing between buildings is consistent across building types, and to correct a cross-reference regarding to unit threshold for the multifamily standards.

An executive summary explaining the proposed changes in detail is attached. The proposal was posted on the City's website for comment on February 19, and numerous comments have been received. Most are positive in nature and staff will provide a summary at the hearing. At their February 21<sup>st</sup> meeting, Planning and Zoning Commission recommended the amendment to Council with minor modifications to the text.

**Recommendation:** Motion to adopt an ordinance amending Article 8, Table 8.1.8, Use Table; Article 8.3, Supplemental Regulations for Certain Uses; Article 7.8.2, Multifamily Design Standards; and Article 14, Definitions, of the Concord Development Ordinance (CDO) to adopt regulations to permit tiny and cottage homes and to amend the minimum spacing requirements for single story structures within multifamily developments.

3. Conduct a Public Hearing for case Z(CD)-20-22 and consider adopting an ordinance amending the official zoning map for +/- 48.347 acres located at 2601 Eva Dr NW from O-I (Office-Institutional), RM-2 (Residential Medium Density), and RC-CD (Residential Compact-Conditional District) to RC-CD (Residential Compact-Conditional District) and to amend the 2030 Land Use Plan to modify the future land use designation of the parcel from Suburban Neighborhood and Commercial to Urban Neighborhood.

The Planning and Zoning Commission heard the above referenced petition at their February 21, 2023 meeting and unanimously voted to forward the request to City Council with a recommendation that the zoning map be amended from O-I (Office-Institutional), RM-2 (Residential Medium Density), and RC-CD (Residential Compact-Conditional District) to RC-CD (Residential Compact-Conditional District) and to amend the 2030 Land Use Plan to designate the parcels as "Urban Neighborhood". The property is an expansion of the Cumberland Subdivision.

**Recommendation:** Consider adopting an ordinance amending the official zoning map from O- I (Office-Institutional), RM-2 (Residential Medium Density), and RC-CD (Residential Compact-Conditional District) to RC-CD (Residential Compact -Conditional District) and to amend the 2030 Land Use Plan to designate the parcels as Urban Neighborhood.

4. Conduct a Public Hearing for case Z-24-22 and consider adopting an ordinance amending the official zoning map for +/-3.7 acres located at 2508 Poplar Tent Rd. from RM-2 (Residential Medium Density) to C-2 (General Commercial).

This request is for straight zoning of C-2 (General Commercial) and not a conditional district, therefore, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site. The Planning and Zoning Commission heard the above referenced petition at their February 21, 2023, meeting and voted 4-2 to deny the proposed rezoning request. During the Planning and Zoning Commission meeting, three people spoke in opposition to the request.

**Recommendation:** Consider adopting an ordinance amending the official zoning map from RM-2 (Residential Medium Density) to C-2 (General Commercial).

- E. Presentations of Petitions and Requests
- 1. Consider approving the new benefit plan rates for the City of Concord for FY24 and authorize the City Manager to negotiate, conclude, and execute contracts with plan providers.

After FY22 ended 2.5% above FY21, FY23 medical plan is running 11.6% <u>lower</u> than FY22 through 6 months. Costs in FY23 are running lower than any year since FY15 except for FY21 which was greatly impacted due to COVID. For FY24, staff is projecting no increase to the medical budget with no changes at all. The recommendation for FY24 is to leave coworker contributions unchanged from FY23.

**Recommendation:** Motion to approve the new plan design for the City of Concord benefit plans for FY24 and authorize the City manager to negotiate, conclude, and execute contracts with plan providers.

2. Consider authorizing the City Manager to negotiate and execute contract addendum #2 with Talbert Bright & Ellington, Inc. (TBE) for additional design services for fuel farm in the amount of \$38,079.

Additional design work is necessary for exterior lightening enhancement, additional Jet A pump for redundancy and easy switch over, catwalks for tanks that don't have them, widening pavement for wider gate and a new wider gate to replacing existing gate. Addendum #1 was below the City Manager approval threshold and covered scope changes requested by staff. Addendum #2 puts the total additional request above the City Manager approval limit and requires City Council approval.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute contract addendum #2 with TBE for additional services for the fuel farm improvements in the amount of \$38,079.

3. Consider awarding a bid for \$5,945,075.10 for construction of 100 kV Transmission Tieline from Substation T to Delivery 4 to Power Grid Services.

This transmission line will provide the infrastructure necessary to make a tie between our two 100 kV Delivery stations offering valuable resiliency to the City's electric grid. This transmission line will also provide the dual feeds to Substation W feeding the Lilly plant. Electric Systems staff received bids on February 16, 2023, for construction of 100 kV transmission tie-line. Five bids were reviewed for compliance with the specifications and relevant project experience. The low bid was submitted by Power Grid Services in the amount of \$5,945,075.10. City staff recommends accepting the low bid from Power Grid Services. Funding will be derived from the existing Delivery 4 & 100 kV project account.

**Recommendation:** Motion to award a bid for \$5,945,075.10 for construction of 100 kV Transmission Tie-line from Substation T to Delivery 4 to Power Grid Services.

4. Consider abandoning a construction easement across property at 388 Camden St NW (PIN 5611 91 4713 0000).

There is a construction easement recorded in Deed Book 583 Page 221 dated November 1984 to the Board of Light and Water Commissioners. The construction of the sewer line across this parcel occurred in 1987. The construction easement is no longer necessary.

**Recommendation:** Motion to approve the attached resolution authorizing the Abandonment of Construction easement.

#### VII. Consent Agenda

#### A. Consider amending the 2023 City Council Schedule of Meetings.

The April 2nd Work Session is originally schedule for April 25th. Due to the NCLM CityVision conference being held that week, it was the consensus of the Council to amend the April 2nd Work Session date to April 18th.

Also, the December 2nd Work Session is originally scheduled for December 26th. City offices will be closed that day for Christmas holiday; therefore, it was the consensus of the Council to amend the December 2nd Work Session meeting to December 19, 2023. The attached Schedule of Meetings reflects the proposed amended dates.

**Recommendation:** Motion to amend the 2023 City Council Schedule of Meetings and direct the City Clerk to post the amended Schedule.

# B. Consider approving revised policies and procedures manual for Concord's HOME Investment Partnerships Program (HOME) to include specific developer language.

As lead entity for the Cabarrus/Iredell/Rowan HOME Consortium, Concord is responsible for reporting activities and accomplishments to HUD for all Consortium activities. As such, Concord is routinely monitored by HUD for compliance. During a recent HUD training, variations were noted between Concord's HOME manual and the Consortium manual relating to developer programmatic requirements. The revised policies and procedure manual is now fully in compliance with the existing Consortium Manual. All edits and corrections were guided by the Consortium HUD representative.

**Recommendation:** Motion to approve revised policies and procedures manual for Concord's HOME Investment Partnerships Program (HOME) to include specific developer language.

# C. Consider authorizing the Concord Police Department to apply for the 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Program grant from the United States Department of Justice COPS office.

These funds are used to improve the delivery of and access to mental health and wellness services for law enforcement through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. The FY23 LEMHWA program will fund projects that develop knowledge, increase awareness of effective mental health and wellness strategies, increase the skills and abilities of law enforcement, and increase the number of law enforcement agencies and relevant stakeholders using peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. Each award is two years (24 months) in duration for a maximum of \$200,000 per award. There is no local match.

**Recommendation:** Motion to authorize the Concord Police Department to apply for the 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Program grant from the United States Department of Justice COPS office.

D. 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: The Salvation Army Center of Hope. 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: The Salvation Army Center of Hope.

E. Consider accepting an offer of infrastructure at Poplar Tent Water Line Extension, City of Concord Traffic Management Center, Robert Wallace Park Public Water Extension, Emery Apartments, Sycamore at Christenbury Commons Apartments, The Pointe @ St. Andrews Subdivision.

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 4,463 LF of 24-inch water line, 339 LF of 12-inch water line, 3,149 LF of 8-inch, 3 LF of 6-inch water line, 14 valves, fire hydrants, 363 LF of 10-inch sanitary sewer, 94 LF of 8-inch sanitary sewer, 8 manholes, 1809 LF of Roadway.

**Recommendation:** Motion to accept an offer of infrastructure at Poplar Tent Water Line Extension, City of Concord Traffic Management Center, Robert Wallace Park Public Water Extension, Emery Apartments, Sycamore at Christenbury Commons Apartments, The Pointe @ St. Andrews Subdivision.

F. Consider adopting an ordinance to amend FY2022-2023 Aviation Department Budget Ordinance.

Staff is requesting approval to transfer from the Project Cares fund to cover the purchase of security cameras.

**Recommendation:** Motion to adopt budget amendment for Aviation Department transfer funds from Project CARES to Maintenance -Building account.

G. Consider adopting an Aviation Capital Project Ordinance Airport Projects.

Aviation and Finance Staff have reviewed current projects and the allocation of funding among those projects. The attached amendment allocates the funding for those projects noted in the amendment.

**Recommendation:** Motion to adopt an Aviation Capital Project amendment.

H. Consider adopting an Electric Project Fund project budget amendment and a Utility Capital Reserve Fund project budget amendment.

Staff is recommending the use of capital reserves to fund the completion of the transmission tie line between substation T and Delivery 4. The total amount needed to complete this project is \$2,507,045. The attached budget ordinances transfers the funds from the Utility Capital Reserve Fund to increase this project budget as needed.

**Recommendation:** Motion to adopt an Electric Project Fund project budget amendment and a Utility Capital Reserve Fund project budget amendment.

I. Consider adopting an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

In the FY23 budget, funding of \$28,800 was included to replace the solid waste cart shed cover. After obtaining quotes, the cost has increased to \$94,244 and additional funding of \$65,500 is needed. The attached budget ordinance appropriates this additional funding so the replacement of the cart shed cover can move forward.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

# J. Consider approving a Golf Project Fund project budget amendment and a Golf Fund operating budget amendment.

Golf course staff is recommending several renovations/improvements to the golf course property. Prior funding was provided of \$940,000. Based on the most pressing needs, it was determined that an additional \$400,000 was needed. The additional funds needed will come from retained earnings. The attached budget ordinances make the adjustments in both funds.

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

# K. Consider approving an Additional Vehicle Tax Fund operating budget amendment and a Transit Fund project budget amendment.

Staff has determined that the usage of a separate Additional Vehicle Tax Fund is no longer needed. These funds that are designated for use by the Transit Fund can be recorded directly in the Transit Fund as revenue. The attached budget ordinances remove the budget from the Additional Vehicle Tax Fund and adjust the Transit Fund budget accordingly to reflect this change.

**Recommendation:** Motion to adopt an Additional Vehicle Tax Fund operating budget amendment and a Transit Fund project budget amendment.

#### L. Consider adopting a Transportation Capital Project Fund project budget amendment.

Transportation and finance staff reviewed current grant projects and the allocation of funding among those projects. The Bruton Smith/Weddington Road Intersection project is complete and is being closed out on the attached budget amendment. The attached amendment allocates savings from this closed projects to the US601/Flowes Store Improvements project to cover overages.

**Recommendation:** Motion to adopt a Transportation Capital Project Fund project budget amendment.

# M. Consider amending Article 3.4(E), Bilingual Increases, in the Personnel Policies and Procedures manual to reflect the current bilingual increase procedures.

Staff recommends an update to Article 3.4(E), Bilingual Increases to reflect the City's bilingual increase procedures as it relates to compensation.

**Recommendation:** Motion to amend Article 3.4(E), Bilingual Increases in the Personnel Policies and Procedures manual.

#### N. Consider acceptance of the Tax Office reports for the month of January 2023.

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

**Recommendation:** Motion to accept the Tax Office collection reports for the month of January 2023.

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

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

**Recommendation:** Motion to approve the Tax releases/refunds for the month of January 2023.

#### P. Receive monthly report on status of investments as of January 31, 2023.

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

**Recommendation:** Motion to accept the monthly report on investments.

#### VIII. Matters not on the Agenda

- Transportation Advisory Committee (TAC)
- Metropolitan Transit Committee (MTC)
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- Water Sewer Authority of Cabarrus County (WSACC)
- WeBuild Concord
- Public Art Commission
- Concord United Committee
- IX. General Comments by Council of Non-Business Nature
- X. Closed Session (If Needed)
- XI. Adjournment

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

### **Project Rock**



### City of Concord Economic Development Grant Analysis

		Year 1
		\$23,700,000
		\$113,760
		\$96,696
		\$17,064
Taxes	\$	113,760
Grant	\$	96,696
<b>Net Taxes to City</b>	\$	17,064
	Grant	Grant \$

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

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

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

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

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

**SECTION 1:** That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.1.8 "Use Table", be amended to include "tiny homes" and "cottage homes" as specific uses as follows:

		AG			RESID	ENTIA	L			COM	MER	CIAL		IN	D	
USE CATEGORY	SPECIFIC USE	AG	RE	RL	RM-1	RM-2	RV	RC	1-0	B-1	၁၁	C-1	C-2	1-1	I-2	Standards
OPEN USES	•															
	Animal Production and Support Facilities	Р	PS	PS												8.3.2.A
	Crop Production	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	
	Crop Production Support Activities	Р												Р	Р	
Agriculture	Farm Product Sales, Raw Materials	Р													Р	
	Farm Supply Store without outdoor storage	Р											P	Р	Р	
	Tiny Homes						PS	PS								8.3.3.G
	Cottage Homes						PS	PS								8.3.3.H

**SECTION 2:** That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.3, "Supplemental Regulations for Certain Uses", Section 8.3.3 "Residential Uses be amended to add Sections 8.3.3.G and 8.3.3.H as follows:

#### G. Tiny Homes

The purpose of this section is to provide affordable housing options in an infill setting and to allow for creative and innovative designs that ensure adequate provision of open space, circulation and parking.

1. Tiny home developments are permissible only in the RV and RC zoning districts subject to the following dimensional requirements.

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Feature	Minimum Requirement
Maximum Density	125% of zoning district maximum
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	10,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	4
Maximum number of dwellings	15
Maximum lot size (if subdivided)	4,000 sf
Minimum lot size (if subdivided)	None
Maximum floor area	600 sf
Minimum lot width (if subdivided)	None
Minimum setback from public street	10 feet
Minimum front setback	5 feet <sup>1</sup>
Minimum side <mark>set</mark> back	5 feet <sup>2</sup>
Maximum building height	3 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be
	within common space and cannot lie within
	an individual platted lot

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

#### H. Cottage Homes

The purpose of this section is to provide affordable housing options in an infill setting and to allow for creative and innovative designs that ensure adequate provision of open space, circulation and parking.

1. Cottage home developments are permissible only in the RV and RC zoning districts subject to the following dimensional requirements.

Feature	Minimum Requirement
Maximum Density	125% of zoning district maximum
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	15,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	4
Maximum number of dwellings	15
Maximum lot size (if subdivided)	5,000 sf
Minimum lot size (if subdivided)	None

Maximum floor area	1,500 sf
Minimum lot width (if subdivided)	20 feet
Minimum setback from public street	10 feet
Minimum front setback	5 feet <sup>1</sup>
Minimum side setback	5 feet <sup>2</sup>
Maximum building height	3 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be
	within common space and cannot lie within
	an individual platted lot

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

**SECTION 3:** That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts" Section 7.8 "Standards for Multifamily Development," Section 7.8.2 "Applicability" be amended to the following:

#### 7.8.2. APPLICABILITY

- A. The provisions of this Section shall apply to multi-family residential developments for four (4) or more dwelling units as permitted by Table 8.1 of this Ordinance.
- **B.** Single-family homes, duplexes and triplexes on individual lots are exempt from the standards of this Section, but still must follow Section 7.7.
- C. The City may modify bulk and density and/or parking and access standards for multifamily residential developments and single-family attached residential developments in TND, TOD, MX, PRD, PUD and conditional zoning districts, or approve open space and other design standards that result in a product that better achieves the design principles in Figure 7.8-1.

**SECTION 4:** That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts" Section 7.8 "Standards for Multifamily Development," Section 7.8.9 "Dimensional and Density Standards" be amended to the following:

#### 7.8.9 DIMENSIONAL AND DENSITY STANDARDS

The maximum impervious surface coverage (impervious surface ratio) shall conform to the standards as set forth and described in Article 4 and shown on Table 7.6.2-A for the appropriate zoning district. Multi-family

or single-family attached developments that are allowed (by right or as conditional use) in non-residential districts shall use the dimensional and density standards of Table 7.6.2-A and 7.6.2.B as set forth for the RC district. Where a Watershed Overlay District exists, the more restrictive requirements shall apply.

The minimum spacing between multi-story buildings is 20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet. For single story buildings containing one or two units, the minimum spacing shall be ten (10) feet.

**SECTION 5:** That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts" Section 7.8 "Standards for Multifamily Development," Section 7.8.17, Table 7.8.17 "Multifamily Dimensional and Standards" be amended to the following:

#### 7.8.17 MULTI-FAMILY DIMENSIONAL STANDARDS

Multi-family development shall comply with the standards in Table 7.8.17

TABLE 7.8.17 - Multifamily Dimensional Standards

1	See Table 7.6.2 A. *
	No density limits apply in the Center City (CC) district
Density	Multi-family units on the upper floors of commercial structures in B-
	1, C-1 and C-2 shall not be subject to density limits
Lot Width and Depth	See Table 7.6.2 A. *
Front Setback or	Developments of less than 40 dwelling units: see Table 7.6.2 B. *
Street Side Sethack	Developments of 40 or more dwelling units: 50 feet, except that the
Street side setsder	street parking is located at the rear of the building(s).
Interior Side Setback	20 feet
Rear Setback	20 feet
Separation Between	20 feet, plus one (1) foot for each one (1) foot of building height in
Buildings	buildings containing one (1) or two (2) units.
	See Table (10.5)
Common Open Space	(Note: multi-family developments allowed in non-residential districts shall comply with the open space standards for residential districts in Table (10.5.13)
Maximum Building	180 feet
Length	
Front Setback or  Street Side Setback  Interior Side Setback  Rear Setback  Separation Between  Buildings  Common Open Space  Maximum Building	1, C-1 and C-2 shall not be subject to density limits  See Table 7.6.2 A. *  Developments of less than 40 dwelling units: see Table 7.6.2 B. *  Developments of 40 or more dwelling units: 50 feet, except that the minimum front setback may be reduced to 20 feet if all required off street parking is located at the rear of the building(s).  20 feet  20 feet  20 feet  20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet for multi-story buildings. 10 feet for single-story buildings containing one (1) or two (2) units.  See Table (10.5)  (Note: multi-family developments allowed in non-residential districts shall comply with the open space standards for residential districts Table (10.5.13)

#### NOTES:

Multi-family or Single-family attached developments that are allowed (by right or as special use) in non-residential districts shall use the dimensional and density standards of Table 7.6.2 A. except as specified above. Multi-family or single family attached developments in the O-I district shall only be permissible as incidental to an institutional use (such as a church or school). In the B-1, C-1 and C-2 zoning districts, multi-family development shall only be permissible on thirty percent (30%) of the total land area of the

parcel (exclusive of special flood hazard area and stream buffers). Density for multifamily development in the B-1, C-1 and C-2 zoning districts shall be calculated on the 30% of the total land area (less special flood hazard area and stream buffers) and not on the entire parcel.

**SECTION 6:** That the following section of Concord Development Ordinance (CDO) Article 14 "Definitions" to include the following:

**Tiny Home:** A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. \_A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.

**Tiny Home Development:** A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

**Cottage Home:** A site-built single-family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.

**Cottage Home Development:** A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

**SECTION 7:** That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

SECTION 8: That this Ordinance be effective immediately upon adoption.

Adopted in this March 9<sup>th</sup>, 2023.

CITY COUNCIL

CITY OF CONCORD

NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



Planning and Zoning Commission



DATE: February 21, 2023

CASE: TA-01-23 Text Amendment to Adopt Requirements for Tiny

Homes and Cottage Homes

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

#### **BACKGROUND**

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

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

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

Along with tiny homes, we have included "cottage homes" as an option also. This type of development is a somewhat larger home on a smaller lot than the smallest standard residential lot (5,000 square feet), and is known in some jurisdictions as "pocket developments". In addition to providing potential affordable housing units, both the tiny and cottage homes offer options for infill development.

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

In concert with the tiny and cottage home requirements, staff has also proposed a change to Section 7.8, which cleans up a loophole on the applicability of the ordinance and reduces minimum building spacing for multifamily development in some instances. This item will make setback applicability consistent across these types of development.

#### **ARTICLE 14 – DEFINITIONS**

Definitions have been crafted for tiny homes, tiny home development, cottage home and cottage home development. Tiny homes are up to 600 square feet of heated floor area and are placed on a permanent foundation. (tiny homes on wheels would be considered recreational vehicles and are subject to different standards). Cottage homes are defined as up to 1,500 square feet of heated area, also placed on a permanent foundation. Both types of development are defined as being either on individual lots or on one parcel with common site improvements and amenities.

#### **TABLE 8.1.8 USE TABLE**

Tiny and cottage homes have been added to the use table as uses "permitted with standards" with cross references to Sections 8.3.3.G and 8.3.3.H respectively.

#### **SECTION 8.3.3.G – TINY HOMES**

Tiny home developments are proposed to be allowed on parcels of land zoned Residential Village (RV) or Residential Compact (RC) that are between 10,000 square feet and two (2) acres in size. This parcel range was selected in order to encourage the development as infill as opposed to larger tracts of raw land. Each parcel would be required to have at least 50 feet of street frontage in order to accommodate an adequate vehicular access. The number of tiny homes permissible would be a minimum of four (4) and a maximum of fifteen (15) with the density based on 125% of the zoning district. For example, RV allows eight (8) units per acre and RC fifteen (15) units per acre. Tiny home yields would therefore be ten (10) per acre in RV and eighteen (18) per acre in RC zoning.

Tiny homes would be allowed by right (no rezoning or special use permit), and can be designed either with units on one parcel, or with units on individual lots. If units are on individual lots, the maximum lot size is 4,000 square feet, and interior setbacks are five (5) feet, or ten (10) feet between units if the project is not subdivided.

All homes are proposed to be setback at least ten (10) feet from a public street or five (5) feet from a front lot line or from common area/vehicular access if the project is not subdivided. The maximum building height is three (3) stories. Minimum open space is thirty (30) percent of the overall parcel and an eight (8) foot type A buffer is required around the perimeter. Sixty (60) percent of the lots are required to front the common open space, which is required to be provided at the rate of 350 square feet per unit.

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

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

Again, approvals for tiny home developments would be by right, and if individual platting of lots is proposed, subdivision would be required to follow the requirements of Article 5.

#### SECTION 8.3.3.H – COTTAGE HOMES

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

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

#### **SECTION 7.8.2 – MULTIFAMILY DESIGN STANDARDS**

The cottage home requirements would allow the development of up to fifteen (15) units on a single overall parcel under two acres, but there have been other instances where staff has fielded inquiries for larger developments which include single story dwellings (often one unit per structure) that would be placed on an overall parcel. Because these units are not to be on individual lots (subdivided) they would be subject to the multifamily standards which require twenty (20) feet between units. This spacing is double the spacing that would be required if a property line existed between the units (5-foot interior setback.)

As the consistent spacing between structures for tiny and cottage homes, and single-family structures in RV and RC is ten (10) feet, staff is proposing to clarify that single-story dwellings in a multifamily scenario could meet that requirement in lieu of the twenty (20) foot spacing. Section 7.8.2 is proposed to be amended to state that the multifamily standards are applicable to four or more units and that triplexes are not subject to the multifamily requirements. These tweaks bring the multifamily standards into consistency with the use table and the duplex and triplex development requirements.

#### CONCLUSION

These changes to the CDO, when taken in total, allow development alternatives for tiny homes and cottage homes and provide relaxed spacing requirements for single story buildings in multifamily developments.

#### Proposed markup (highlights indicate new text)

RESIDENTIAL USE	S (See 8.2.2(b))														
	Mixed Use Dwelling/Live-Work Unit								Р	Р	Р	Р	Р		
	Single Family Detached Dwelling, Single-Family Modular Home	Р	Р	Р	Р	Р	Р	Р	PS						7.7
Household	Single Family Attached Dwelling,						PS	PS	PS						7.7 & 7.7. <u>4.1</u>
Living	Multifamily Dwelling/Apartment						SS	PS	PS	PS	PS	PS	SS		7.8
	Duplex/Triplex						PS	PS							Tables 7.6.2.A & 7.6. <u>2.B</u>
	Tiny Homes						PS	PS							8.3. <u>3.G</u>
	Cottage Homes						PS	PS							8.3.3.H
	Accessory Dwelling	PS							8.3.3.C						

#### Section 8.3.3

#### **G.** Tiny Homes

The purpose of this section is to provide affordable housing options in an infill setting and to allow for creative and innovative designs that ensure adequate provision of open space, circulation and parking.

1. Tiny home developments are permissible only in the RV and RC zoning districts subject to the following dimensional requirements.

<b>Feature</b>	Minimum Requirement
Maximum Density	125% of zoning district maximum
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	10,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	<mark>4</mark>
Maximum number of dwellings	<u>15</u>
Maximum lot size (if subdivided)	4,000 sf
Minimum lot size (if subdivided)	None None
Maximum floor area	600 sf
Minimum lot width (if subdivided)	None None
Minimum setback from public street	10 feet
Minimum front setback	5 feet1
Minimum side setback	5 feet <sup>2</sup>
Maximum building height	3 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 14,4.2. Must be
	within common space and cannot lie
	within an individual platted lot

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

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

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

#### H. Cottage Homes

The purpose of this section is is to provide affordable housing options in an infill setting and to allow for creative and innovative designs that ensure adequate provision of open space, circulation and parking.

 Cottage home developments are permissible only in the RV and RC zoning districts subject to the following dimensional requirements.

<b>Feature</b>	Minimum Requirement
Maximum Density	125% of zoning district maximum
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	15,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	<u>4</u>
Maximum number of dwellings	<u>15</u>
Maximum lot size (if subdivided)	5,000 sf
Minimum lot size (if subdivided)	None None
Maximum floor area	1,500 sf
Minimum lot width (if subdivided)	20 feet
Minimum setback from public street	10 feet
Minimum front setback	5 feet <sup>1</sup>

Minimum side setback	5 feet <sup>2</sup>
Maximum building height	3 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 14.4.2. Must be
	within common space and cannot lie
	within an individual platted lot

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

#### 7.8.2. APPLICABILITY

- A. The provisions of this Section shall apply to multi-family residential developments for <u>five (5)</u> four (4) or more dwelling units as permitted by Table and of this Ordinance.
- **B.** Single-family homes, duplexes and triplexes on individual lots are exempt from the standards of this Section, but still must follow Section 7.7.
- **C.** The City may modify bulk and density and/or parking and access standards for multifamily residential developments and single-family attached residential developments in TND, TOD, MX, PRD, PUD and

conditional zoning districts, or approve open space and other design standards that result in a product that better achieves the design principles in Figure 7.8-1.

#### 7.8.9 DIMENSIONAL AND DENSITY STANDARDS

The maximum impervious surface coverage (impervious surface ratio) shall conform to the standards as set forth and described in Article 4 and shown on Table 7.6.2-A for the appropriate zoning district. Multi-family or single-family attached developments that are allowed (by right or as conditional use) in non-residential districts shall use the dimensional and density standards of Table 7.6.2-A and 7.6.2.B as set forth for the RC district. Where a Watershed Overlay District exists, the more restrictive requirements shall apply.

The minimum spacing between multi-story buildings is 20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet. For single story buildings containing one or two units, the minimum spacing shall be ten (10) feet.

#### 7.8.17 MULTI-FAMILY DIMENSIONAL STANDARDS

Multi-family development shall comply with the standards in Table 7.8.17

TABLE 7.8.17 - Multifamily Dimensional Standards

Density	See Table 7.6.2 A. *  No density limits apply in the Center City (CC) district  Multi-family units on the upper floors of commercial structures in B-  1, C-1 and C-2 shall not be subject to density limits
Lot Width and Depth	See Table 7.6.2 A. *
Front Setback or	Developments of less than 40 dwelling units: see Table 7.6.2 B. *
Street Side Setback	Developments of 40 or more dwelling units: 50 feet, except that the minimum front setback may be reduced to 20 feet if all required off-street parking is located at the rear of the building(s).
Interior Side Setback	20 feet
Rear Setback	20 feet

Separation Between Buildings	20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet for multi-story buildings, 10 feet for single-story buildings containing one (1) or two (2) units.
Common Open Space	See Table (10.5)  (Note: multi-family developments allowed in non-residential districts shall comply with the open space standards for residential districts in Table (10.5.13)
Maximum Building Length	180 feet

#### **NOTES:**

Multi-family or Single-family attached developments that are allowed (by right or as special use) in non-residential districts shall use the dimensional and density standards of Table 7.6.2 A. except as specified above. Multi-family or single family attached developments in the O-I district shall only be permissible as incidental to an institutional use (such as a church or school). In the B-1, C-1 and C-2 zoning districts, multi-family development shall only be permissible on thirty percent (30%) of the total land area of the parcel (exclusive of special flood hazard area and stream buffers). Density for multifamily development in the B-1, C-1 and C-2 zoning districts shall be calculated on the 30% of the total land area (less special flood hazard area and stream buffers) and not on the entire parcel.

#### **Definitions:**

Tiny Home: A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.

<u>Tiny Home Development: A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.</u>

Cottage Home: A site-built single-family detached dwelling not exceeding 2,000 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.

Cottage Home Development: A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.





**DATE:** February 21, 2023

**REZONING CASE #:** Z (CD)-20-22

ACCELA CASE #: CN-RZC-2022-00011

**DESCRIPTION:** Zoning Map Amendment

RC-CD (Residential Compact-Conditional District), RM-2 (Residential Medium Density), and O-I (Office-Institutional) to

RC-CD (Residential Compact Conditional District)

**APPLICANT:** Niblock Homes, LLC

**OWNER:** Niblock Homes, LLC, Niblock-Richardson Development II,

LLC, Peachtree Residential, LLC, Peachtree Residential NC, LLC, Skateland of Kannapolis, Inc., Nell D Frye LTD Partnership, Twisted Off, LLC, Dogwood and Pines, LLC, Jack

M. and Rosemarie D. Stein

**LOCATION:** South side of Eva Drive, between the intersections of Lucky

Drive NW and Eva Drive NW, and Tiffany St NW and Eva

Drive NW

**PIN#s:** PINs: 5610-60-8138, 5611-70-1105, 5610-79-5613, p/o 5610-

69-6441

**AREA:** 48.347 acres (40.84 +/- acres original project + 7.551 +/- acres

expansion)

**ZONING:** RC-CD (Residential Compact-Conditional District), RM-2

(Residential Medium Density), and O-I (Office-Institutional)

**PREPARED BY:** Scott Sherrill, AICP, Planning and Development Manager

#### **BACKGROUND**

This project is a 7.551 acre expansion to add 24 additional units to the Cumberland subdivision. The Cumberland rezoning was approved by City Council as Case Z(CD)-22-19 on January 9, 2020. The original rezoning for Cumberland consisted of four (4) parcels and portions of three (3) parcels, totaling +/- 40.84 acres: portions of the original Cumberland subdivision have already been final platted. The expansion consists of three parcels and a portion of a fourth parcel. The overall subdivision has two points of frontage on the south side of Eva Dr. NW and is north of Poplar Tent Rd. The subject parcels were part of an involuntary donut hole annexation, effective 12/31/95 and were largely undeveloped prior to the Cumberland subdivision, although at one point the western part of the subdivision was a component of the Frye's amusement complex as a driving range and rail track.

#### SUMMARY OF REQUEST

The applicant has proposed to rezone the property to RC-CD (Residential Compact Conditional District) in order to expand a previously approved single-family detached residential neighborhood. This project would be considered infill as it would be developed between already established single-family lots. A site plan has been submitted as a condition of the rezoning request. The original subdivision site plan depicted a maximum of 120 lots at 2.94 du/a with a minimum lot size of 5,100 sf: the revised site plan reflects 144 lots with a new density of 2.98 du/a. The minimum lot size for RC (Residential Compact) is 5,000 sf and the maximum density is 15 du/a. The average lot size reflected on the site plan is 6,558 sf. Lots 1 through 120 feature a 24' garage setback/20' front setback, 5' side setback, and 5' rear setback; Lots 121-144 will feature a 7' side setback, which is consistent with the RC zoning district, but front and rear setbacks will align with lots 1-120.

The required open space for the proposed zoning classification at the current density level is 10% or 4.83 acres. Approximately 33.87% or 16.36 acres is provided, with .99 acres of active common open space, and 15.36 acres of passive open space. The active space has been reduced from the prior rezoning request, which included 1.32 acres, but the ordinance does not have a specific ratio for active vs. passive open space. The applicant provided elevation renderings as part of the conditions of the Z(CD)-22-19 rezoning, depicting the style of homes to be built. The Cumberland Subdivision is age-restricted by deed.

The applicant, in accordance with the CDO, sent a certified letter to adjoining property owners and recognized neighborhoods on December 2, 2022.

The rezoning site plan has been reviewed and conditionally approved by all applicable departments. In accordance with the CDO, the DRC has agreed that the plan is complete and meets standards required for a rezoning site plan, and therefore may be heard and considered by the Planning and Zoning Commission.

Existing Zoning and Land Uses (Subject Parcel)							
Current							
Zoning of				Land Uses(s) of			
Subject	Zoning	Within 5	500	Subject			
Property	Feet			Property	Land Uses within 500 Feet		
RC-CD	NT 41	RM-2, C-2			NT 41	G: 1 C :1 A ( D :	
(Residential	North				North	Single-family, Auto Repair	
Compact-	South	RM-2, C-2			South	Residential, Recreational	
Conditional	East	RM-2, O-I			East	Single-family, Vacant	
District), RM-2 (Residential Medium Density), and O-I (Office- Institutional)	West	RC-CD		Residential Subdivision and Vacant	West	Single-Family, vacant	

#### COMPLIANCE WITH 2030 LAND USE PLAN

The subject property has two different land use categories that encompass the subject property.

The 2030 LUP designates a portion of the subject property as "Commercial," and "Suburban

Neighborhood." The Commercial land use category includes a mix of commercial land use types. While these areas continue to support additional commercial development and redevelopment, much of the new commercial development should be concentrated within the Mixed-Use Activity Centers and Village Centers. RC (Residential Compact) is a corresponding district to the Commercial land use category; however, for consistency, it is recommended that the future land use for the entire area be updated to Urban Neighborhood.

The three (3) parcels that provide access into the proposed development are designated as "Suburban Neighborhood," which allows for a variety of housing types stating: "The Suburban Neighborhood (SN) Future Land Use category includes single-family areas that are formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from low-density single-family homes to denser formats of smaller single-family homes. In areas designated Suburban Neighborhood, homes are typically oriented interior to the neighborhood and are typically buffered from surrounding development by transitional uses or landscaped areas." RC (Residential Compact) is not a corresponding zoning district to the "Suburban Neighborhood" land use category, and therefore is not consistent with the land use plan. Approval of the rezoning plan would require a Land Use Plan amendment by City Council.

<u>Objective 1.6:</u> Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.

#### Policy Guidance for Objective 1.6:

• Infill Housing: Promote a variety of compatible infill housing types in areas with access to adequate facilities and services.

<u>Goal 4:</u> Ensure compatibility between neighboring land uses.

#### Policy Guidance for Objectives 4.1 to 4.3:

- Land Use and Intensity Transitions: Zoning use and site development standards should promote a gradient in the type and intensity of uses. For instance, higher density residential development can provide a compatible transition between medium-density residences and neighborhood commercial centers.
- Buffers: Buffers should be used to screen uses and activities that may detract from the enjoyment of adjacent land uses. Where large buffers are not necessary, the landscape design should soften land use transitions.
- Building and Site Design Standards: Where land use transitions are necessary to support a walkable mix of uses or housing types, a variety of development standards should ensure that the location, scale, height and orientation of buildings and site improvements provide for compatible transitions.

**Objective 6.2:** Protect the natural resource base of the City and surrounding areas through a combination of strategic acquisitions, open space preservation requirements within new development and incentives for private land preservation initiatives.

#### Policy Guidance for Objective 6.2:

- Open Space Mandates: Continue to require the preservation of open space within every new residential subdivision or develop a requirement for payments in lieu of open space preservation. Consideration for expanding requirement to include some non-residential uses.
- Tree Preservation: Encourage tree preservation in new development.

- Incentives: Evaluate the use of conservation subdivision design, density bonuses and other incentives to foster the preservation of open space in excess of mandates.
- Partnerships: Seek partnerships and funding to develop an inter-connected greenway system throughout the community and region. Support the efforts of land trusts and conservation groups as they acquire parcels of land for conservation.

#### SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately 48.347 acres, of which 7.551 acres is an addition to an approved subdivision. Portions of the previously approved subdivision are already developed as residential, and the expansion is vacant of development.
- The subject property was involuntarily annexed effective December 31, 1995.
- The proposed zoning amendment would be consistent with the Commercial Land Use category. However, the overall request for rezoning is inconsistent with the 2030 Land Use Plan (LUP) as RC (Residential Compact) is not considered a corresponding zoning district to the Suburban Neighborhood land use category and the proposed development cannot occur without the subject parcels located within the Suburban Neighborhood land use category. The request does meet the intent for the Suburban Neighborhood land use category in accordance with Land Use Plan Policy Guidance 1.6, as the request is for smaller lot infill development which could provide a new variety of housing in the area. It also furthers the Land Use Plan's intent by setting aside open space in excess of the minimum.
- The zoning amendment is reasonable and in the public interest as it demonstrates compatibility with several aspects of the 2030 Land Use Plan such as maximizing open space and providing a variety of housing type in the area. Furthermore, the proposal would allow for a transition between the lower density/larger lot single-family detached to the north and the commercial and approved multi-family developments directly to the south.

#### SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the request partially consistent with the 2030 Land Use Plan, and will require an amendment to the Land Use Plan in order to provide consistency. The plan also meets the requirements of the Concord Development Ordinance. Because this petition is a conditional district request, the Commission, should they decide to approve the request, may, according to Section 3.2.8.E of the CDO, suggest "reasonable additional conditions or augment those already provided with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate."

In the event that the Commission recommends the petition, staff recommends the following conditions:

- 1. Compliance with the "Cumberland Subdivision Rezoning Plan" dated 11/15/22.
- 2. Compliance with the "Cumberland" residential elevations.
- 3. Compliance with the open space/amenity detail sheet dated 11/15/22.
- 4. Compliance with the rezoning application dated 10-14-19.

- 5. Site density not to exceed 2.98 dwelling units per acre and minimum lot size of 5,100 square feet.
- 6. Development will not exceed 144 single-family dwellings.
- 7. Minimum front setbacks are 24' unless garages are recessed four feet from the front plane of the house.
- 8. Open space areas, as depicted on the plan, will be preserved and maintained by the HOA.
- 9. Preliminary subdivision approval and technical site plan shall be required.
- 10. TIA will need to be approved prior to site plans.
- 11. All fire and life safety general comments as noted on CN-ZC-2022-00011.
- 12. Any movement of existing COC electric utilities can be at owner/developer cost

#### PROCEDURAL CONSIDERATIONS

This particular case is a rezoning to a conditional district, which under the CDO, is "legislative" in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing. Due to the land use plan amendment, the Planning and Zoning Commission will be making a recommendation to City Council.

# CN-RZC-2022-00011

# 3061 EVA DR NW, CONCORD NC 28027

2/16/2023 8:10:21 AM

# **General Conditions**

## **FIRE**

### **General Comments**

1.Additional comments may be generated upon first technical submittal.

2. This jurisdiction abides by and enforces the requirements of NFPA 241 for construction projects. A document we refer to as an NFPA 241 letter is required verifying that all parties involved in this project know of and agree, to abide by the provision requiring water, hydrants, and access roads be in operation prior to vertical combustible construction.

3. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. (NCFC 501.4)

4. Needed Fire Flow for the structure must be provided and maintained.

5. The site address shall be posted in a temporary form and upon completion in a permanent form in a visible location in 6 inch characters in a reflective material & contrasting color. (NCFC 505.1)

6.Approved fire apparatus access roads shall be provided for every facility or building within the jurisdiction. The fire apparatus access shall extend to within 150 feet of all portions of the facility as measured by an approved route around the exterior of the facility. (NCFC 503.1.1)

7.Access roads to building are required to be 20 feet in width for buildings up to 30 feet high and 26 feet for those over 30 feet. (NCFC 503.2.1)

8. Fire access roads shall have unobstructed clearance of 13 foot 6 inches. (NCFC 503.2.1)

9. The required turning radius of fire access roads shall be determined by the fire official. (NCFC 503.2.4)

10.Dead end access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. (NCFC 503.2.5)

11. Fire lanes required for access to the structure are required to be stripped and marked by signs prohibiting parking in areas where access may be blocked. Blockage to access after construction may result in future requirements for stripping and signage. Contact Concord Fire Marshal's Office prior to lane stripping for details. All lanes shall be marked in accordance with department specifications and approved prior to installation. (NCFC 503.3)

12. Fire Hydrants – Public hydrants shall be painted yellow and Private Hydrants shall be painted Red. All new hydrants shall be equipped with a 5" Storz fitting.

13. Fire Department Connections (FDC) shall be provided for sprinkler systems and be remote from the building with signage. (NCFC 912.1). The location may not obstruct access to the buildings for other fire apparatus due hose connection (NCFC 912.2) see section 912 for details on FDC's.

14. Fire Hydrants are required within 200 feet of the location of the FDC.

15. Structures under construction are required to have temporary fire extinguishers on site during construction.

16. Fire apparatus access roads shall not exceed 10 percent in grade. (NCFC D103.2)

17.Please see Concord Fire & Life Safety Web Page for details and specifications

(http://www.concordnc.gov/Departments/Fire/Fire-Prevention-Division/Fire-Prevention-Division-Downloads).

Please understand that approval of these documents in no way relieves the owner, architect, or engineer from responsibility related to violations of the governing codes and regulations not found by our office or other reviewing agencies. When such violations are found they must be corrected.

•The Occupancy of the building/upfit area shall not be conducted prior to a Certificate of Compliance & Occupancy being obtained from the Cabarrus County Building Inspection Department.



(Please type or print)

Applicant Name, Address, Telephone Number and email a	address:
Niblock Homes, LLC, 759 Concord Pkwy N, Suite 20	), Concord, NC 28027
704 788-4818, wniblock@niblockhomes.com	
Owner Name, Address, Telephone Number:	
see attached list	
Project Location/Address: Eva Drive, Concord, NC	
P.I.N.: see attached list	
Area of Subject Property (acres or square feet): 48.347 ac	pres
Lot Width: Lot Depth:	
Current Zoning Classification: RC - CD, RM-2 AND OI	
Proposed Zoning Classification: RC - CD	_
Existing Land Use: Residential and vacant	<u></u>
Future Land Use Designation: Residential	
Surrounding Land Use: North residential	South residential, commercial and vacant
East residential	West residential
Reason for request: add 7.51 acres to the existing Cumber	erland neighborhood
Has a pre-application meeting been held with a staff mem	ber? yes
Staff member signature:	Date:



#### THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY

(Please type or print)

1. List the Use(s) Proposed in the Project:	
residential single-family detached age res	stricted neighborhood
2. List the Condition(s) you are offering as part of	of this project. Be specific with each description.
(You may attach other sheets of paper as need	led to supplement the information):
see submitted plans	
I make this request for Conditional district zoning volu	untarily. The uses and conditions described above are
offered of my own free will. I understand and acknow	owledge that if the property in question is rezoned as
requested to a Conditional District the property w	rill be perpetually bound to the use(s) specifically
authorized and subject to such conditions as are impo	sed, unless subsequently amended as provided under
the City of Concord Development Ordinance (CDO)	. All affected property owners (or agents) must sign
the application.	
Niblock Homes, LLC	see attached list
Signature of Applicant Date	Signature of Owner(s) Date
William T. Niblock, Authorized Signer	



#### Certification

I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.

Date: 8/11/22

Applicant Signature:

Property Owner or Agent of the Property Owner Signature:

see attached list

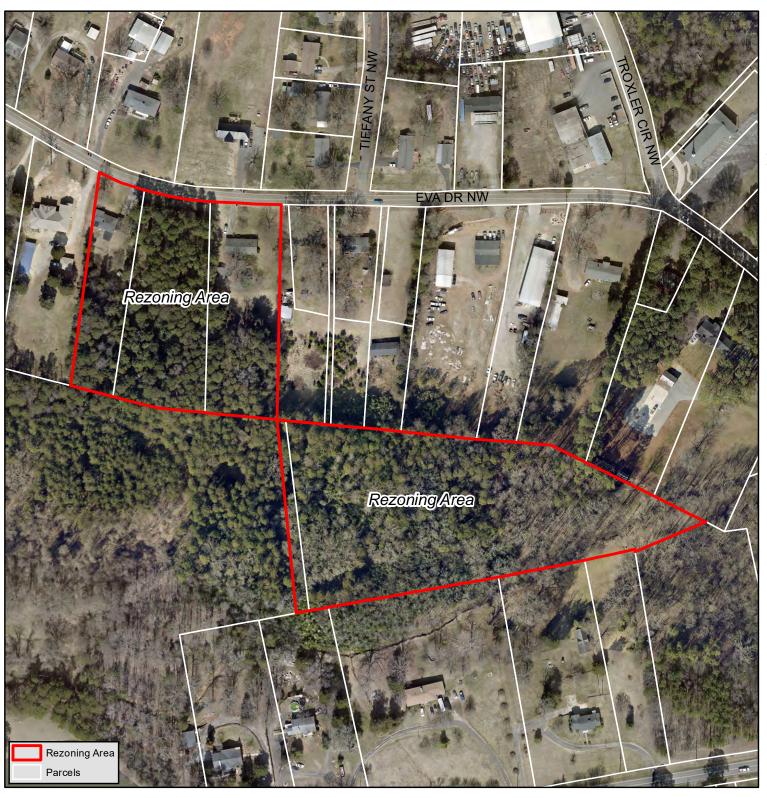
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56105917260000	lot 40	Peachtree Residential LLC	7380 McGinnik Ferry Rd., Sovembe, GA 30024	7/20 1/1/20
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56105907130000	lot 42	*	•	162 30174
56114093720000	lot 74-	•	4	LIMM Y 1/8
B6105909300000	lot 83	=		1/2000 1/6
56105909830000	lot 84	•		MMXIII
56105919250000	lot 85	•	•	
56105919880000	lot 86	*	*	2/10/04/1/Z
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56114095940000	lot 70	Peachtree Residential NC LLC	7380 McGinnis Ferry Rd., Survanee, GA 30024	Mr. of All
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56106965710000	10.74 ≈	Nell D Frye LYD Partnership	2800 Poplar Tent Rd., Concord, NC 28025	X
5610497774000b	lot 49	Twisted Off U.C	7320 Hiyer Run Ct., Lewbylle, NC 27023	Dale 82
56107956130000	4,93 ac	Dogwood and Pines LLC	800 Withelm Place NE, Concord, NC 28025	10. 20.
56117011050000	1.57 ac 2601 Eva Dr	N.	*	1
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5610496717 Lot 46 Ronald E. Brady 3057 Alveston Drive, NW Remails to & Mary R. Brady Concord, NC 28027 Want R. Board

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56105917260000	lot 40	Peachtree Residential LLC	7380 McGinnis Ferry Rd., Suwanee, GA 30024	
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56105907130000	lot 42	•		•
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56114095940000	lot 70	Peachtree Residential NC LLC	7380 McGlinnis Ferry Rd., Suwanee, GA 30024	
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	4 70 7617 5 9-	Skateland of Kannapolis Inc.	2000 Saving Year Pd. Comment No. 20025	X
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56104967650000	lot 45	Jack M. and Rosemarie D. Stein	3053 Alveston Dr., Concord, NC 28027	Jakon Rosemans
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56105019800000		*		
56114095940000	lot 10	Practitrus Nasidantial MC LLC	7380 McGibnis Ferry Rd., Sumanna, GA 30024	
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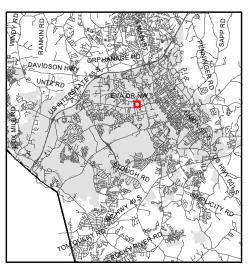


#### Z(CD)-20-22 AERIAL

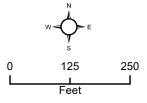
**Rezoning application** 

RC-CD (Residential Compact Conditional District),
RM-2 (Residential Medium Density)
& O-I (Office-Institutional)
to
RC-CD (Residential Compact Conditional District)

3061 Eva Dr NW PINs: 5611-60-8138, 5611-60-9156, 5611-70-1105, 5610-79-5613 & part of 5610-69-6441





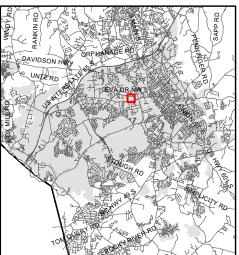


# TIFFANY ST NW KEPLEY PL NW RM-2 EVA DR NW Rezoning Area C-2-CD RM-2 Rezoning Area RC-CD 0-1 C-2 Rezoning Area Parcels Zoning C-2 C-2 C-2-CD O-I-C OD ST NW RALEIGH ST NW O-I POPLAR TENT RD O-I-CD RC RC-CD RM-2

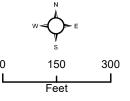
#### Z(CD)-20-22 ZONING

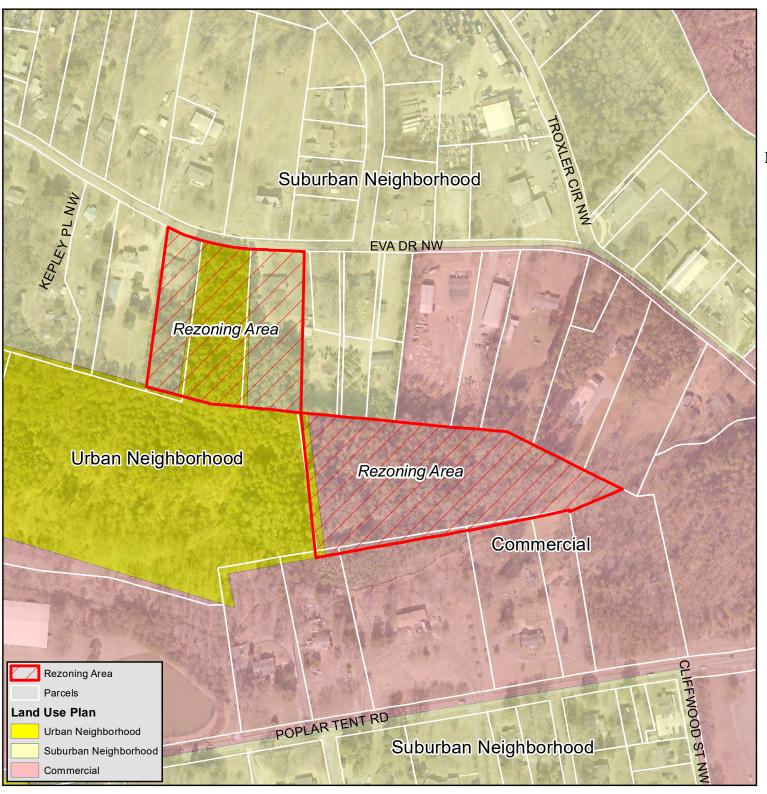
Rezoning application
RC-CD (Residential Compact Conditional District),
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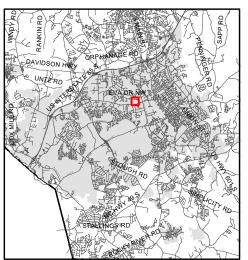




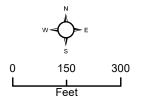
# Z(CD)-20-22 LAND USE PLAN

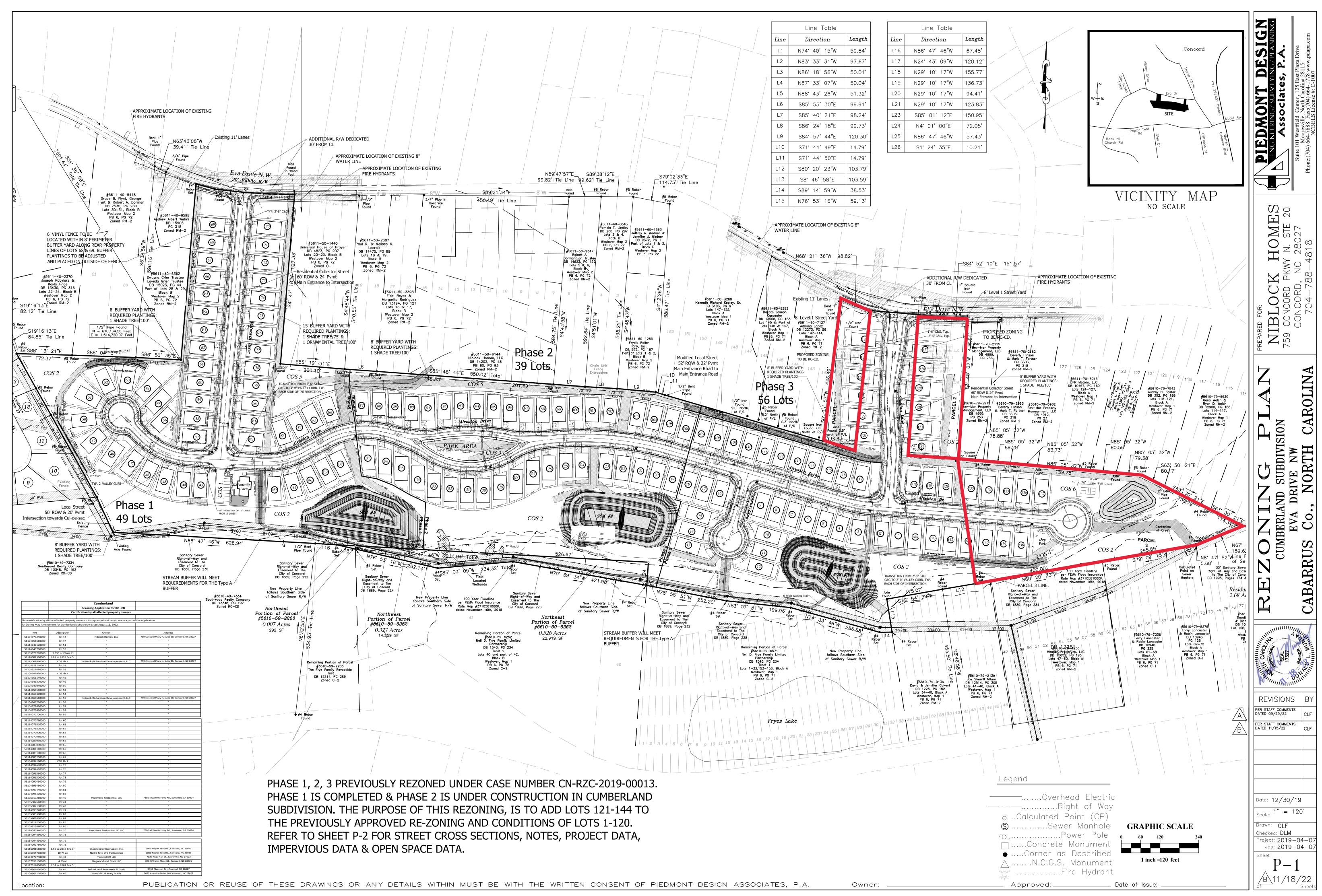
Rezoning application
RC-CD (Residential Compact Conditional District),
RM-2 (Residential Medium Density)
& O-I (Office-Institutional)
to
RC-CD (Residential Compact Conditional District)

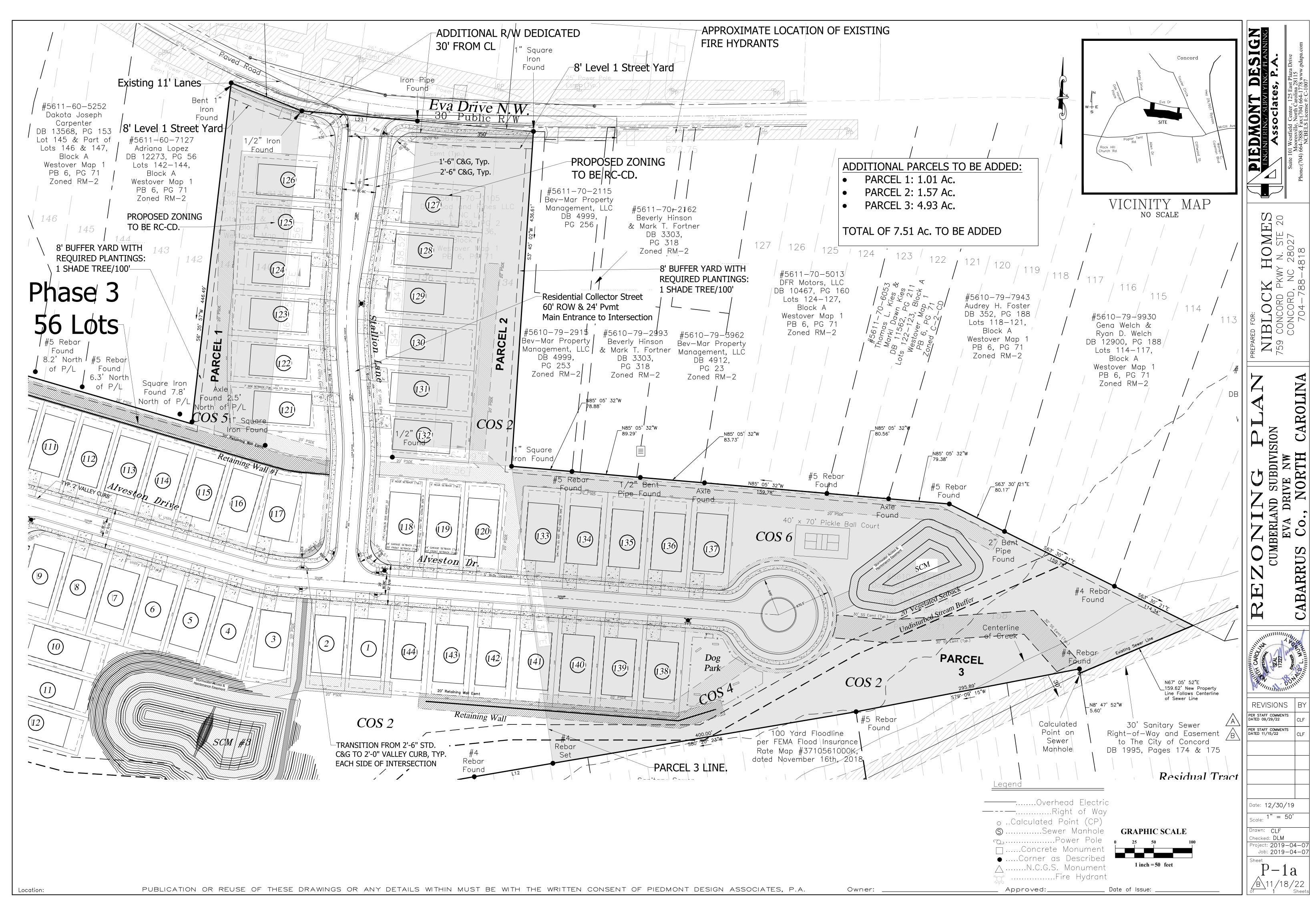
3061 Eva Dr NW PINs: 5611-60-8138, 5611-60-9156, 5611-70-1105, 5610-79-5613 & part of 5610-69-6441











Net Site Size: 48.29 acres. Site Zoning: Previously Approved Cumberland Subdivision is RC-CD. RM-2 & O-I, Re-Zoning to RC-CD

(Concord) Density: 2.98 DUA. Requires 10% open space. (See Project Data Table Below)

Anticipated Date for Final Platting: Fall 2023

Average Lot Size: 6,558 sf; Typical Lot Size: 51'x 116'

Flood: This property is partially in a 100 and 500 year floodplain. Stream and Wetlands: Two wetlands exist on Parcel 5610-59-5810 as field located by Atlas Environmental, Inc and verified the Corps of Army Engineers.

Site Development Notes:

Proposed Lots: 144 Single Family lots. (See Project Data) Lots 9, 16, 57, 82, 117, and 118 should take access off of the street with the lowest classification.

Subdivision Phasing: Three Phase. Storm Water—Water Quality: This project must provide water quality treatment for the first 1" of rain and detain the stormwater runoff flows to the predeveloped rates for the 1yr & 10yr 24hr storm events for Concord.

Impervious Allocation: Refer to tables below for impervious calcs.

Open Space: 34% (16.36 acres.) SCM's not included in Open Space. (See Open Space calcs)

Front: 24' or 20' if garages are recessed 4' behind front plane of the main structure. Side: 5', Side Street 20'.

Rear: 5' Max Height: 35'.

Buffers: Jurisdictional stream buffers as shown on plan and in accordance with Article 4 — Section 4.3 of the City of Concord Development Ordinance.

Streets: 4,735 LF of new Public Streets will be built to Concord Street Stds and Dedicated to the City of Concord. (See Cross Sections). Crosswalks to be HI-Vis style per NCDOT 1205.07.

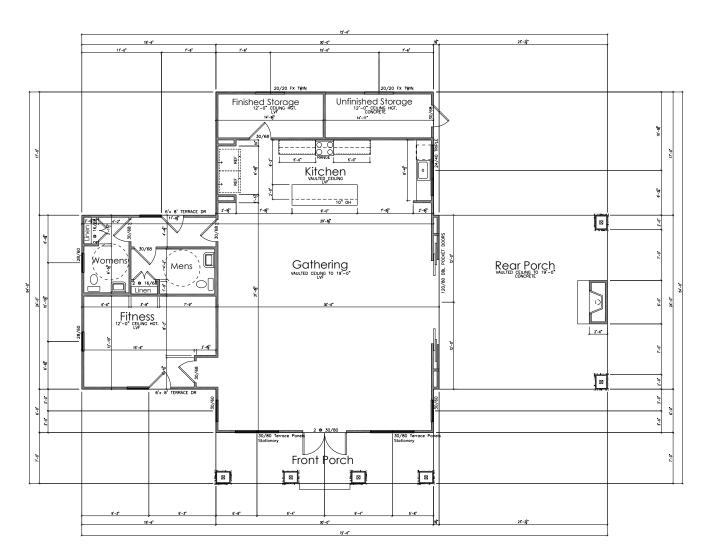
Utilities: Water, Sanitary Sewer and Storm Water utilities will be permitted and installed to Concord Land Development Stds.

- 1. The Developer shall be responsible for any required system modifications and/or extensions to ensure service to the proposed development in accordance with City of Concord Code of Ordinance Chapter 62, Article 3; The City of Concord's policies and standard specifications; NC Fire Code; Water and Sewer Authority of Cabarrus County's standard specifications; and the North Carolina Administrative Code for wastewater collection and water distribution systems.
- 2. Any utility relocation/modifications associated with NCDOT roadway improvements and/or the NCDOT driveway permit will be at the developer's expense and will need to be include in the project scope. Additional easements maybe required to accommodate the relocated water main.
- 3. Any movement of existing CIty of Concord electric utilities can be at owner/developer cost. 4. All electrical installations must comply with City of Concord technical standards manual.

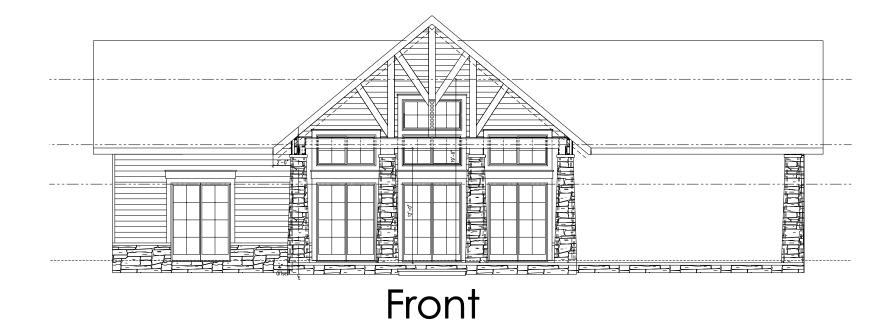
Utility Easements: A 5' public utility and access easement run along all property frontage lines/right of way.

- 1. Public portions of the water and sewer services are to be encompassed in public road right of way, public 30—ft utility easements, and/or a combination of both based on the designs and alignment of the public utility. Additional easement and/or easement width might be required due to depth, location, and/or access. Reference the City of Concord Code of Ordinance Chapter 62, Article 3.
- 2. Per City of Concord Code of Ordinance Chapter 62, Article 3, Section 62-98 -Additional sewer easements are to be indicated to ensure the adjacent parcels located within the tributary sewer basin can be served.

Sanitation Collection: Roll out containers by the City of Concord.



PARKING LOT



PROJECT DATA			
Item	SF	AC	%
Net Site Size	2,103,621.4	48.29	
RW Dedication	0	0.00	
Net Site	2,103,621	48.29	
Area in Lots	944,386	21.68	44.89%
Area in RW	299,378	6.87	14.23%
Area in Homestead	0	0.00	0.00%
Other	0	0.00	0.00%
Area in COS	712,463	16.36	33.87%
Area in SCM	147,394	3.38	7.01%
Total	2,103,621	48.29	100%
Linear Feet of New Roads	4,735		
Lots/DUA	144.00	2.98	
Max Density for RC		15	
SETBACKS FOR RC			
FRONT	SIDE	STRT SIDE	REAR
**24 / 20	5' for lots 1-120 7' for lots 121-144	** 24 / 20	5

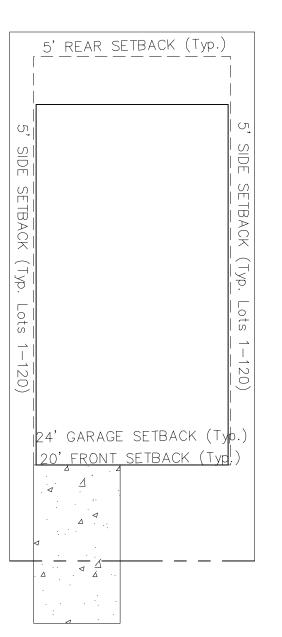
Setback	can be reduced to 20	If the garage is recessed	4 pening front p	plane of the main
structure.				
		Overall Impervious Dat	a	

7.117			2,100,021.10	
Phasing		Units	Acres	DUA
Phase 1		49		
Phase 2		39		
Phase 3		56		
		144	48.29	2.98
Impervious Area	Calcs		SF	Ac
Proposed Impervious			SF	Ac
51' - 55' Wide Lots	4,064		585,216	13.43
Ammenity Area w/ Walking Trail & Pickle Ball			25,998	0.60
Streets			126,836	2.91
Sidewalks in RW			53,050	1.22
Surplus			0	0.00
Total Est. Impervious		37.61%	791,101	18.16
Individual Lot I	mpervious Br	eakdown		
Item	Dim	Dim	Total SF	
Bldg	40.00	75.00	3,000.00	
Driveway	20.00	28.00	560.00	
Driveway Apron in RW	8.00	20.00	160.00	
Sidewalk in lot	0.00	0.00	0.00	
Patio	12.00	12.00	144.00	
Misc			200.00	
Total			4,064.00	

OPEN SPACE REQ CALCS				
l te m	SF	AC	%	
Net Site	2,103,621	48.29		
Open Space-2.1-4 dua			10%	
Open Space Req	210,362	4.83		

OPEN SPACE PR	OVIDED		C	UALIFIED	¥.
Lot#	SF	AC	SF		AC
COS-1: Amenity Center	20,430	0.47	20,430	active	0.47
COS-2: Southern Portion of Property	538,130	12.35	538,130	passive	12.35
COS-3: Middle of Roadway Split	14,083	0.32	14,083	active	0.32
COS-4: Dog Park	5,935	0.14	5,935	active	0.14
COS-5: Northern Portion of Property	131,085	3.01	131,085	passive	3.01
COS-6: Pickle Ball Court	2,800	0.06	2,800	active	0.06
Totals	712,463	16.36	712,463		16.36
Percentages					34%

SCM EASEMENTS		
Wetpond 1	43,877.53	
Wetpond 2	52,548.59	
Wetpond 3	37,251.28	
Wetpond 4	13,716.64	
TOTAL	147,394.04	

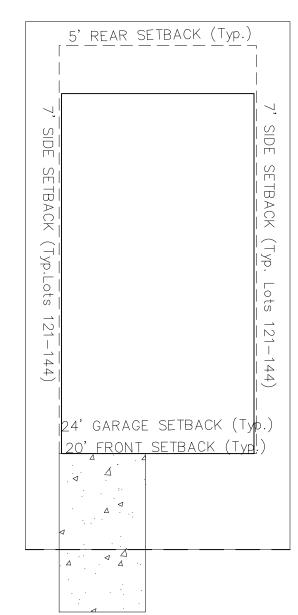


# TYPICAL LOT LAYOUT LOTS 1 THRU 120

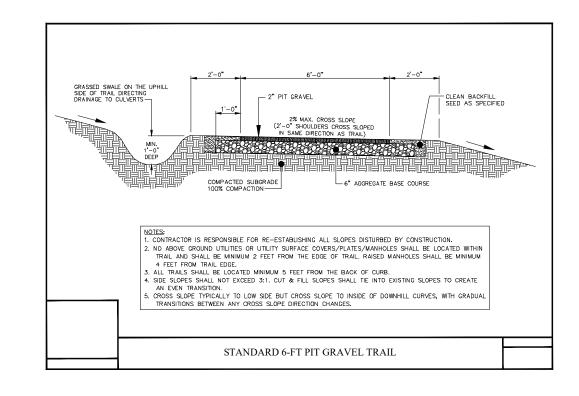
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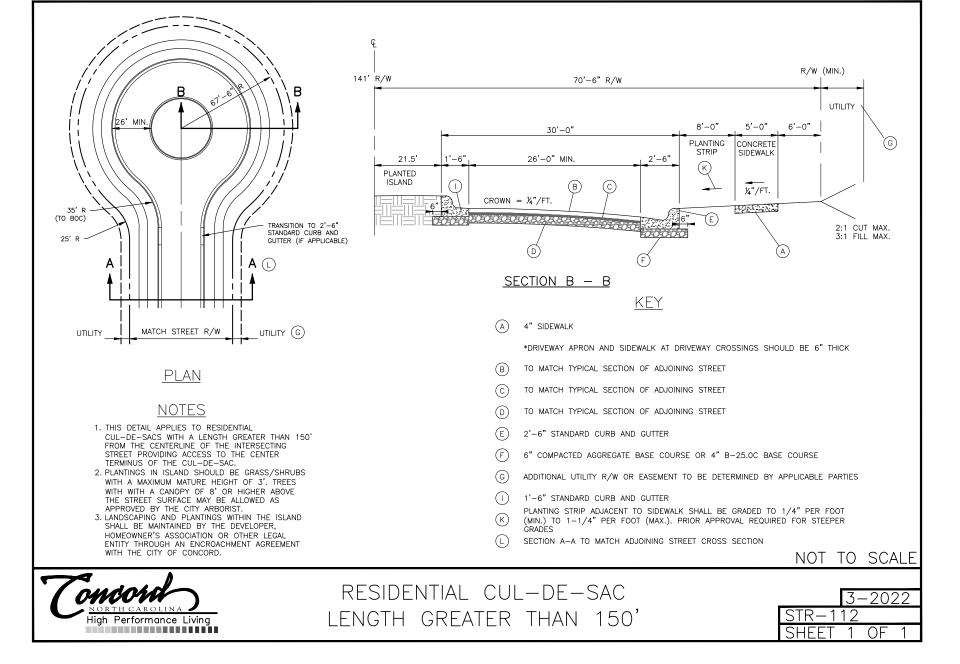
48.29

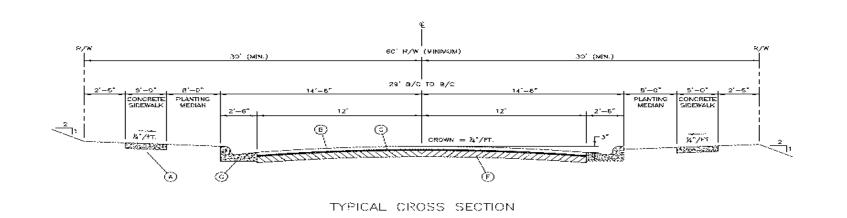
2,103,621.43



TYPICAL LOT LAYOUT LOTS 121 THRU 144

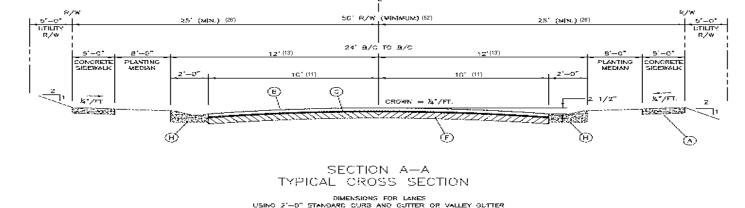






(A) 4" SIDEWALK (3) 3" SF 9.5X SURFACE COURSE (C) 2.25" J=19.0X INTERMEDIATE COURSE F) 10" COMPACTED AGGREGATE BASE COURSE OR 5" B-25.0X 3 2'-6" STANDARO CURB AND GUTTER

TYPICAL SECTION
MINOR COLLECTOR WITHOUT ON-STREET PARKING



DIMENSIONS FOR LANES USING  $2^\prime + 0^{\prime\prime}$  STANGARD CURB AND GUTTER OR VALLEY GUTTER

- (9) 2 %" SF9.5% SI:RFACE COLRSE
- (C) 2 25" 1-19 DX INTERMEDIATE COURSE (F) - 6° COMPACTED ACCRECATE BASE COURSE OR 3.5° 8-25.0X BASE COURSE
- (H) 2"-0" VALLEY GL/TTER

TYPICAL SECTION LOCAL STREET

Note: Lane width will be increased to 11' and right of way increased to 52' for the street between the two enrty streets.

Job: 2019-04-07

Project: 2019-04-07

Date: 12/30/19

Scale: 1" = 100'

Drawn: CLF

Checked: DLM

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SUBDIVISI(CUMBERLAND-

REVISIONS PER STAFF COMMENTS DATED 09/29/22

PER STAFF COMMENTS DATED 11/15/22

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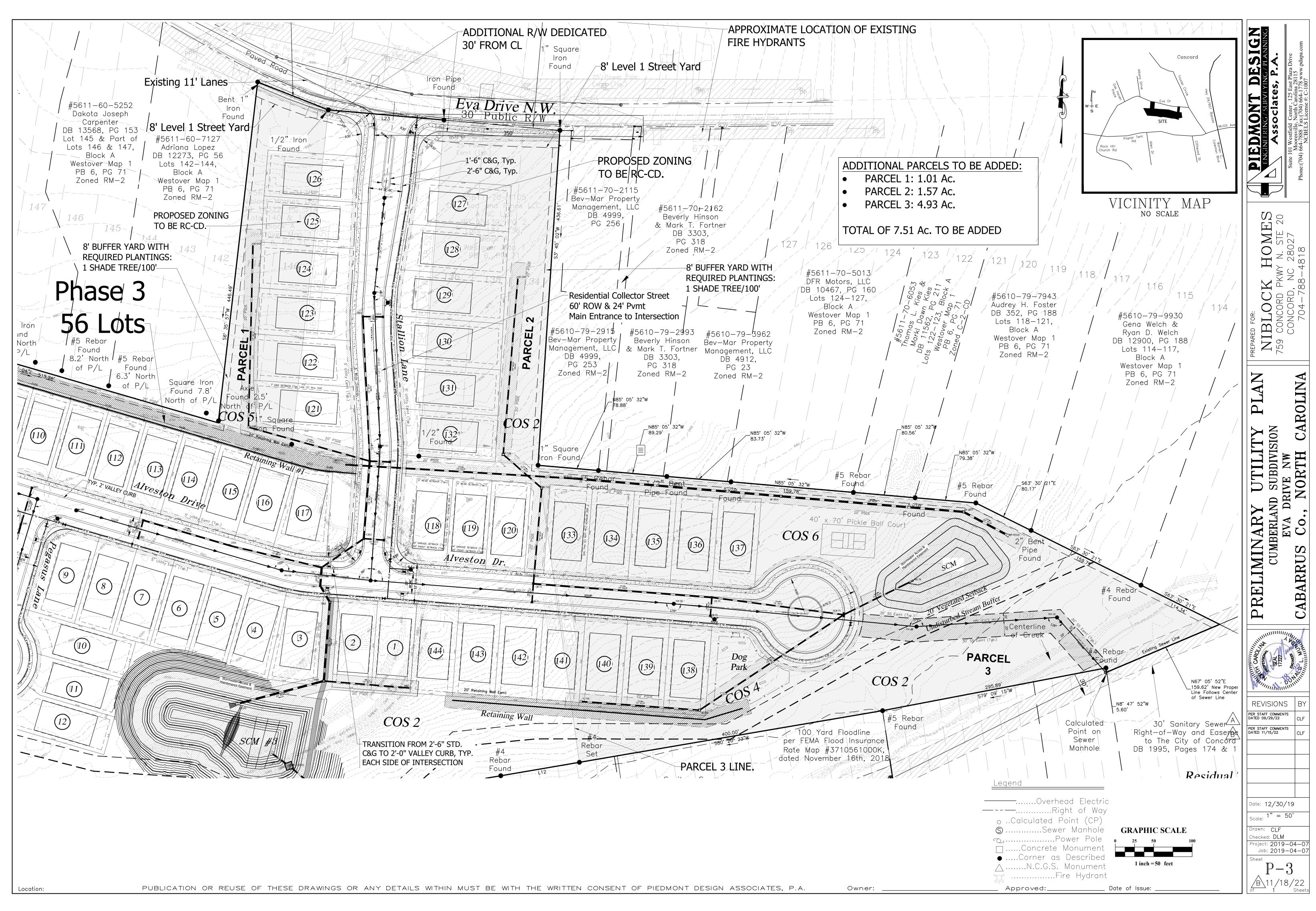
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ARRU

Owner: \_\_\_

Approved:\_

Date of Issue:



Elevations from Z(CD)-22-19



# The Avondale



# Dogwood Collection



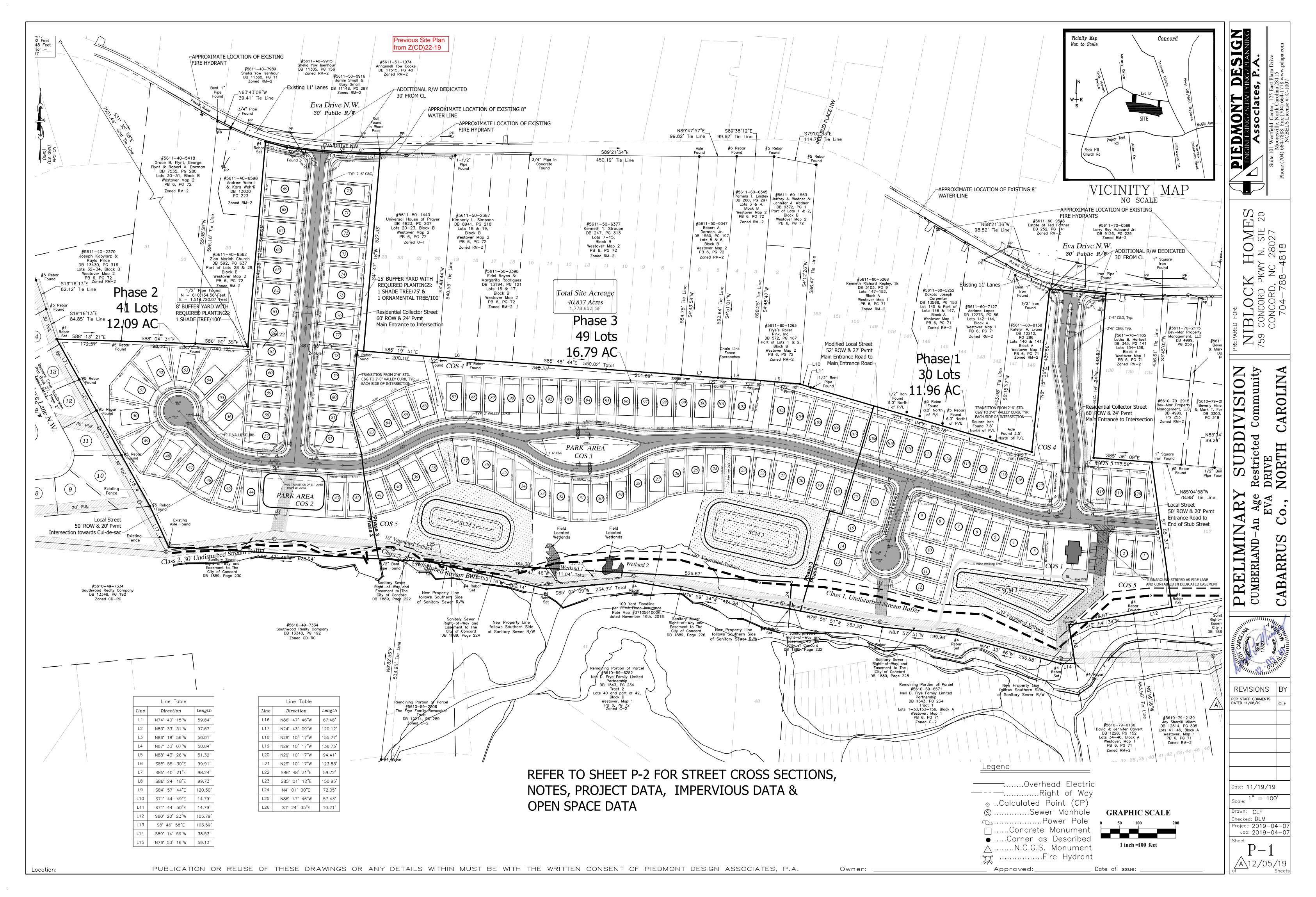
# The Woodhaven





The Linden





# Z(CD)-20-22 Cumberland Expansion

# Recommended Statement of Reasonableness and Consistency

The subject property is approximately 48.347 acres, of which 7.551 acres is an addition to an approved subdivision. Portions of the previously approved subdivision are already developed as residential, and the expansion is vacant of development.

The subject property was involuntarily annexed effective December 31, 1995.

The overall request for rezoning is inconsistent with the 2030 Land Use Plan (LUP) as RC (Residential Compact) is not considered a corresponding zoning district to the Suburban Neighborhood land use category or the Commercial land use category and the proposed development cannot occur without the subject parcels located within the Suburban Neighborhood land use category. The request does meet the intent for the Suburban Neighborhood land use category in accordance with Land Use Plan Policy Guidance 1.6, as the request is for smaller lot infill development which could provide a new variety of housing in the area. It also furthers the Land Use Plan's intent by setting aside open space in excess of the minimum. The stream crossing makes a unified commercial development that would reach to Poplar Tent unlikely, and the extension of the Cumberland Neighborhood would be consistent with the Urban Neighborhood Future Land Use category.

The zoning amendment is reasonable and in the public interest as it demonstrates compatibility with several aspects of the 2030 Land Use Plan such as maximizing open space and providing a variety of housing type in the area. Furthermore, the proposal would allow for a transition between the lower density/larger lot single-family detached to the north and the commercial thoroughfare to the south.

# **Recommended Conditions**

- 1. Compliance with the "Cumberland Subdivision Rezoning Plan" dated 11/15/22.
- 2. Compliance with the "Cumberland" residential elevations.
- 3. Compliance with the open space/amenity detail sheet dated 11/15/22.
- 4. Compliance with the rezoning application dated 8/11/22.
- 5. Site density not to exceed 2.98 dwelling units per acre and minimum lot size of 5,100 square feet.
- 6. Development will not exceed 144 single-family dwellings.
- 7. Minimum front setbacks are 24' unless garages are recessed four feet from the front plane of the house.
- 8. Open space areas, as depicted on the plan, will be preserved and maintained by the HOA.
- 9. Preliminary subdivision approval and technical site plan shall be required.

- 10. TIA will need to be approved prior to site plans.
- 11. All fire and life safety general comments as noted on CN-RZC-2022-00011.
- 12. Any movement of existing COC electric utilities can be at owner/developer cost

Drawn By: Kevin Ashley

Return to: City of Concord ROD Box

PINs#: 5610-60-8138, 5611-70-1105, 5610-79-5613, p/o 5610-

69-6441

CASE #: Z(CD)-20-22

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND FUTURE LAND USE MAP
OF THE CITY OF CONCORD, NORTH CAROLINA
FOR PROPERTY LOCATED ON THE SOUTH SIDE OF EVA DRIVE GENERALLY BETWEEN TIFFANY
STREET AND LUCKY DRIVE

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by the North Carolina General Statutes 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, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, NCGS 160D-501 and 160D-605 require that comprehensive plan map amendments be considered in a legislative fashion consistent with the manner in which text amendments are considered, and this authority has not been delegated to the City of Concord Planning and Zoning Commission; and

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

SECTION 1. That the P&Z Commission held a duly advertised public hearing on February 21st, 2023. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-605.

- The subject property is approximately 48.347 acres, of which 7.551 acres is an addition to an approved subdivision. Portions of the previously approved subdivision are already developed as residential, and the expansion is vacant of development.
- The subject property was involuntarily annexed effective December 31, 1995.
- The overall request for rezoning is inconsistent with the 2030 Land Use Plan (LUP) as RC (Residential Compact) is not considered a corresponding zoning district to the Suburban Neighborhood land use category or the Commercial land use category and the proposed development cannot occur without the subject parcels located within the Suburban Neighborhood land use category. The request does meet the intent for the Suburban Neighborhood land use category in accordance with Land Use Plan Policy Guidance 1.6, as the request is for smaller lot infill development which could provide a new variety of housing in the area. It also furthers the Land Use Plan's intent by setting aside open space in excess of the minimum. The stream crossing makes a unified commercial development that would reach to Poplar Tent unlikely, and the extension of the Cumberland Neighborhood would be consistent with the Urban Neighborhood Future Land Use category.
- The zoning amendment is reasonable and in the public interest as it demonstrates compatibility with several aspects of the 2030 Land Use Plan such as maximizing open space and providing a variety of housing type in the area. Furthermore, the proposal would allow for a transition between the lower density/larger lot single-family detached to the north and the commercial thoroughfare to the south.

The P&Z Commission then voted to RECOMMEND FOR APPROVAL the map amendment to Residential-Compact Conditional District (RCV-CD) and to modify a portion of the property's designation in the 2030 Future Land Use Plan from "Commercial" to "Urban Neighborhood". Since the rezoning would result in a comprehensive plan amendment, it is forwarded to City Council for hearing with a recommendation from the Planning and Zoning Commission.

SECTION 2. That the City Council held a duly advertised public hearing on March 9, 2023. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160A-382(b).

# SUPPORTING APPROVAL

- The subject property is approximately 48.347 acres, of which 7.551 acres is an addition to an approved subdivision. Portions of the previously approved subdivision are already developed as residential, and the expansion is vacant of development.
- The subject property was involuntarily annexed effective December 31, 1995.
- The overall request for rezoning is inconsistent with the 2030 Land Use Plan (LUP) as RC (Residential Compact) is not considered a corresponding zoning district to the Suburban

Neighborhood land use category or the Commercial land use category and the proposed development cannot occur without the subject parcels located within the Suburban Neighborhood land use category. The request does meet the intent for the Suburban Neighborhood land use category in accordance with Land Use Plan Policy Guidance 1.6, as the request is for smaller lot infill development which could provide a new variety of housing in the area. It also furthers the Land Use Plan's intent by setting aside open space in excess of the minimum. The stream crossing makes a unified commercial development that would reach to Poplar Tent unlikely, and the extension of the Cumberland Neighborhood would be consistent with the Urban Neighborhood Future Land Use category.

• The zoning amendment is reasonable and in the public interest as it demonstrates compatibility with several aspects of the 2030 Land Use Plan such as maximizing open space and providing a variety of housing type in the area. Furthermore, the proposal would allow for a transition between the lower density/larger lot single-family detached to the north and the commercial thoroughfare to the south.

#### SUPPORTING DENIAL

- The subject property is approximately 48.347 acres, of which 7.551 acres is an addition to an
  approved subdivision. Portions of the previously approved subdivision are already developed as
  residential, and the expansion is vacant of development.
- The subject property was involuntarily annexed effective December 31, 1995.
- The proposed zoning amendment is not consistent with the City of Concord's 2030 Land Use Plan; however, the property is adjacent to areas developing as multi-family residential and is a component of a larger multi-family residential project that crosses the county line with Mecklenburg County. The proposed development would be consistent with the City of Concord's Urban Neighborhood designation as RC (Residential Compact) and conditional district variations are considered corresponding zoning classifications to the "Urban Neighborhood" Land Use Category. The proposed zoning does not advance the vision of the comprehensive plan for the community, which calls for the property to be used for commercial purposes. The C-2 (General Commercial) Zoning District is consistent with the existing Commercial future land use designation on the property.
- The zoning amendment is unreasonable and not in the public interest as it would link remove land available for future commercial development for residential uses.

#### IF VOTE TO APPROVE

The City Council then voted to APPROVE the map amendment by the required super-majority, subject to the following conditions which have been offered by the petitioner and/or mutually agreed upon during the course of the hearing.

The petitioner has consented to the following conditions:

- 1. Compliance with the "Cumberland Subdivision Rezoning Plan" dated 11/15/22.
- 2. Compliance with the "Cumberland" residential elevations.
- 3. Compliance with the open space/amenity detail sheet dated 11/15/22.
- 4. Compliance with the rezoning application dated 8/11/22.
- 5. Site density not to exceed 2.98 dwelling units per acre and minimum lot size of 5,100 square feet.
- 6. Development will not exceed 144 single-family dwellings.

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- 7. Minimum front setbacks are 24' unless garages are recessed four feet from the front plane of the house.
- 8. Open space areas, as depicted on the plan, will be preserved and maintained by the HOA.
- 9. Preliminary subdivision approval and technical site plan shall be required.
- 10. TIA will need to be approved prior to site plans.
- 11. All fire and life safety general comments as noted on CN-RZC-2022-00011.
- 12. Any movement of existing COC electric utilities can be at owner/developer cost

SECTION 3: That the Official Zoning Map is hereby amended by rezoning from Residential Compact – Conditional District (RC -CD), Residential Medium Density (RM-2) and Office Institutional (O-I) to Residential Compact – Conditional District (RC -CD) the areas described as follows and that the future land use designation of Urban Neighborhood is applied in the 2030 Land Use Plan:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, lying on the south of, but not adjoining, Eva Drive, N.W., adjoining the property of Andrew Wehrli (PIN #5611-40-6598), Universal House of Prayer (PIN #5611-50-1440), Kimberly L. Simpson (PIN #5611-50-2387), Fidel Reyes & Margarita Rodriguez (PIN #5611-50-3398), Kenneth Y. Stroupe (PIN #5611-50-6377), Robert A. Dorman, Jr. (PIN 5611-50-9347), Pamela T. Lindley (PIN #5611-60-0345), Frye's Roller Rink, Inc. (PIN #5611-60-1263), Kenneth Richard Kepley, Sr. (PIN #5611-60-3268), Dakota Joseph Carpenter (PIN #5611-60-5252), Adriana Lopez (PIN ##561 1 -60-7127), Katelyn A Evans (PIN #5611-60-8138), Lotha B. Hartsell (PIN #56-70-1105), Bev-Mar Property Management, LLC (PIN #5610-79-2915), Timothy N. Tallent (PIN #5610-79-3693), Joy Sherrill Milam (PIN #5610-79-2139), David Calvert (PIN #5610-79-0136), Southwood Realty Company (PIN #5610-49-7334), Lots Nos. 10, 11, 12, 13, and 14 of Beavers Cove Subdivision, Map Book 37, Page 27, Joseph Kobylarz (PIN #5611-40-2370), Grace B. Flynt, et. al. (PIN #5611-40-5418), and Zion Moriah Church (PIN # 5611-40-6362), and being the a part of the property of Sandra S. Frye, Trustee of The Frye Family Revocable Trust [(Book 12214, Page 286, PIN #5611-40-7451) and (Book 12214, Page 289, PIN #5610-59-2206)], Nell D. Frye Family Limited Partnership (Book 1543, Page 234, PIN #5611-40-9400, Part of PIN #5610-59-5810, Part of PIN #5610-69-6571, and Part of PIN #5610-59-6252), and Skateland-Kannapolis, Inc. (Book 616, Page 830, PIN #5611-60-9156), and being more particularly described as follows:

BEGINNING at a #4 rebar set on the southern edge of the right-of-way of Eva Drive, N.W., the northeastern corner of Wehrli and the northwestern corner of Sandra S. Frye, Trustee (PIN #5611-40-7451) and runs five (5) courses and distances with the southern edge of the right-of-way of Eva Drive, N.W., as follows: (1) S. 74-40-15 E. 59.84 feet to an existing 3/4" pipe, common corner of Sandra S. Frey Trustee (PIN #5611-40-7451) and Nell D. Frye Family Limited Partnership (PIN #5611-40-9400); thence (2) S. 83-33-31 E. 97.67 feet to a computed point; thence (3) S. 86-18-56 E. 50.01 feet to a computed point; thence (4) S. 87-33-07 E. 50.04 feet to a computed point; thence (5) S. 88-43-26 E. 51.32 feet to an existing iron found in wood post, the northwestern corner of Universal House of Prayer; thence two (2) courses and distances with the line of Universal House of Prayer, as follows (1) S. 04-47-18 W. 527.33 feet to a #5 rebar found; and thence (2) S. 85-19-51 E. 200.10 feet to an existing \(\frac{1}{2}\)" iron, the southeastern corner of Universal House of Prayer and the southwestern corner of Simpson; thence with the line of Simpson, S. 85-55-30 E. 99.91 feet to a #5 found, the southeastern corner of Simpson and the southwestern corner of Reyes; thence with the line of Reyes and Stroupe, S. 85-48-44 E. 550.02 feet to a found angle iron, the southeastern corner of Stroupe and the southwestern corner of Dorman; thence with the line of Dorman, S. 85-40-21 E. 98.24 feet to an existing ½" iron, the southeastern corner of Dorman and the southwestern corner of Lindley; thence with the line of Lindley, S. 86-24-18 E. 99.73 feet to an existing 1/2" iron, the southeastern corner of Lindley and the southwestern corner of Frye's Roller Rink, Inc.; thence S. 84-57-44 E. 120.30 feet to an existing ½" iron, corner of Kepley; thence with the line of Kepley, Carpenter, Lopez and Evans, S. 71-44-49 E. 29.58 feet to an existing ½" bent iron pipe; thence S. 73-44-04 E. 614.78 feet to an existing 1" square iron, corner of Evans and PIN #5611-60-9156; thence, N. 06-15-06 E. 437.56 feet to an existing ½ iron found on the southern edge of the right-of-way of Eva Drive, N.W., corner of corner of Evans and PIN #5611-60-9156; thence with the southern edge of the right-of-way of Eva Drive, N.W., S. 85-01-12 E. 150.95 feet to an existing iron pipe found on the southern edge of said right-of-way, corner of Hartsell; thence with the line of Hartsell, two (2) courses and distances as follows: (1) S. 04-16-34 W. 438.52 feet to an existing ½" pipe, a corner; and thence (2) S. 85-36-09 E. 155.56 feet to an existing 1" square iron, corner of Hartsell, Bev-Mar Property, and Tallent; thence with the line of Tallent, S. 07-55-37 E. 390.07 feet to a #4 rebar set, a corner of Tallent in the line of Milam; thence with the line of Milam, S. 80-20-23 W. 103.79 feet to an existing #4 rebar, corner of Milam and Calvert; thence two (2) courses and distances with Calvert, as follows: (1) S. 79-54-39 W. 175.07 feet to a found axle, a corner; and thence (2) S. 08-46-58 E. 103.59 feet to a #4 rebar set in the line of Nell D. Frye Family Limited Partnership (PIN #5610-69-6571), a new corner; thence following the southern boundary line of a sanitary sewer right-ofway, seven (7) new courses and distances through the property of Nell D. Frye Family Limited Partnership (PIN #5610-69-6571 and 5610-59-6252), as follows: thence (1) S. 89-14-59 W. 38.53 feet to a #4 rebar set; thence (2) N. 74-33-46 W. 286.88 feet to a #4 rebar set; thence (3) N. 83-57-51 W. 199.96 feet to a #4 rebar set; thence (4) N. 78-55-51 W. 252.20 feet to a #4 rebar set; (5) thence N. 79-59-34 W. 421.98 feet to a #4 rebar set; (6) thence S. 85-03-09 W. 234.32 feet to a #4 rebar set; and (7) N. 76-53-16 W. 262.14 feet to a #4 rebar set, a new corner with Sandra S. Frye, Trustee (PIN #5610-59-2206); thence a new line through PIN #5610-59-2206 with the southern boundary of the sanitary sewer right of way, N. 76-53-16 W. 59.13 feet to a #4 rebar set; thence with the line of PIN #5610-59-2206 and leaving the boundary of the sanitary sewer right-of-way, N. 86-47-46 W. 67.48 feet to an existing ½" bent pipe, corner of Southwood Realty Company; thence N. 86-47-46 W. 628.94 feet to an existing axle, a corner of Southwood Realty Company: thence with the line of Southwood Realty Company, N. 24-43-09 W. 120.12 feet to a #5 rebar found, a corner of Lot No. 10 of Beavers Cove Subdivision (Map Book 37, Page 27); thence four (4) courses and distances with the line of Beavers Cove Subdivision (Map Book 37, Page 27), as follows: thence (1) N. 29-10-17 W. 155.77 feet to a #5 rebar found; thence (2) N. 29-10-17 W. 136.73 feet to a #5 rebar found; thence (3) N. 29-10-17 W. 94.41 feet to a #5 rebar found; and thence (4) N. 29-10-17 W. 123.83 feet to a #4 rebar set, a corner of Kobylarz; thence with the line of Kobylarz, S. 88-13-21 E. 172.37 feet to an existing #5 rebar, corner of Kobylarz and Flynt; thence with the line of Flynt, S. 88-04-31 E. 198.00 feet to an existing ½" iron found, corner of Zion Moriah Church; thence with the line of Zion Moriah Church, S. 86-50-35 E. 140.17 feet to an existing 1/2" pipe, corner of Zion Moriah Church, PIN # 5611-40-7451, and PIN #5610-59-5810; thence with the line of Zion Moriah Church and Wehrli, N. 04-55-52 E. 548.63 feet to the point of BEGINNING, containing 40.837 acres, more or less, as shown on that boundary survey prepared for Niblock Homes, LLC, by Mark S. Pence, PLS, dated September 13th, 2019, and signed and sealed on October 8, 2019.

#### **PLUS**

Lots 134-136 and 140-141 of Block A of the Westover Subdivision, as recorded in Map Book 6, Page 71 of the Cabarrus County Registry,

# **PLUS**

Lots 157 and part of Lot 158 of Block A of the Westover Subdivision, as recorded in Map Book 6, Page 71 of the Cabarrus County Registry, more particularly described as follows:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, south of but not adjoining the right-of-way of Eva Drive N.W., adjoining the property of Nell D. Frye Family Limited Partnership (("Frye") (PIN# 5610-69-6571)), Dogwood and Pines, LLC (("Dogwood") (PIN# 5611-70-1105), Bev-Mar Property Management , LLD (("Bev-Mar ")) (PIN#5610-79-2915 and 5611-79-3962)), Beverly Hinson (PIN# 5611-70-2162 and 5610-79-2993), DFR Motors, LLC

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(("DFR") (PIN# 5611-70-5013), Thomas L. Kies (PINO# 5611-70-6053)m Audrey H. Foster (PIN# 5610-79-7943), Gena Welch (PIN# 5610-79-9930 and 5610-89-0887), Larry Lancaster (PIN# 5610-79-8279 and 5610-79-7236), Johnny Mitchell Bethea, Jr. (PIN# 5610-79-4253), and Joy Sherrill Milam (PIN#5610-79-2139) being part of the property of Timothy N. Tallent (PIN# 5610-79-3693 and part of PIN# 5610-79-7650), and being more particularly described as follows:

BEGINNING at an existing 1" square iron, south of, but not adjoining the right-of-way of Eva Drive, N.W., the common corner of Frye, Dogwood and Bev-Mar (PIN# 5610-79-2915) and runs thence with the line of Bev-Mar (PIN# 5610-79-2915 and 5610-79-3962) and Hinson (PIN# 5611-70-2162 and 5610-79-2993), S. 85-05-32 E. (passing an existing #5 rebar at 78.88 feet, and an existing 1/2" iron at 168.17 feet) 251.90 feet to an existing axle, the southern common corner of Bev-Mar (PIN# 5611-79-3962) and DFR;, thence with the line of DFR, S.85-05-32 E. 159.78 feet to an existing #5 rebar, corner of DFR and Kies; thence with the line of Kies, S. 85-05-32 E. 80.56 feet to an existing axle, corner of Foster; thence two (2) courses and distances with the line of Foster, as follows: (1) S. 85-05-32 E. 79.38 feet to an existing #5 rebar; and thence (2) /s. 63-30-21 E. 80.17 feet to an existing 2" bent pipe, comer of Foster and Welch (PIN# 5610-79-9930); thence with the line of Welch (PIN# 5610-79-9930 and 5610-89-0887), S. 63-30-21 E. (passing an existing #4 rebar on line at 159.79 feet), 274.13 feet to a #4 rebar set in the centerline of an existing sewer line, a new corner in the line of Tallent (PIN# 5610-79-7650); thence a new line through Tallent (PIN# 5610-79-7650) with the centerline of an existing sewer line, S. 6-05-52 W. 159.62 feet to a calculated point on a sewer manhole in the line of Tallent (PIN# 5610-79-7650) and Lancaster (PIN# 5610-79-8279); thence with the line of Tallent and Lancaster, N. 08-47-52 W. 5.60 feet to an existing #4 rebar, the northeastern corner of Lancaster (PIN# 5610-79-8279); thence with the line of Tallent and Lancaster, N. 08-47-52 W. 5.60 feet to an existing #4 rebar, the northeastern corner of Lancaster (PIN# 5610-79-8279); thence with the line of Lancaster (PIN# 5610-79-8279 and 5610-79-7236), S. 79-09-15 W. 295.89 feet to an existing #5 rebar, corner of Lancaster and Bethea; thence with the line of Bethea and Milam, S. 80-20-23 W. 400.00 feet to an existing #4 rebar in the line of Milam, the southeastern corner of Frye; thence with the line of Frye, N. 07-55-37 W. 390.07 feet to the point of BEGINNING, containing 4.934 acres, more or less, as shown on that "Boundary Survey of 4.934 acres owned by Timothy North Tallent and Dianne C. Tallent on Poplar Tent Road" prepared for Niblock Homes, LLC" by Mark S. Pence, PLS dated October 21, 2021.

For back reference, see Deeds recorded in Book 12382, Page 23 and Book 10357, Page 254, Cabarrus County Registry.

# IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the map amendment by a majority. That the Official Zoning Map is hereby not amended by the City of Concord City Council, and the parcel retains its existing zoning for the area described as follows:

INSERT LEGAL DESCRIPTION FROM ABOVE

# IF APPROVED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 9th day of March, 2023

Kim Deason, City Clerk	VaLerie Kolczynski, City Attorney
ATTEST:	APPROVED AS TO FORM:
	William C. Dusch, Mayor
	CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
Adopted this 9th day of March, 2023	
IF DENIED	
Kim Deason, City Clerk	VaLerie Kolczynski, City Attorney
ATTEST:	APPROVED AS TO FORM:
	William C. Dusch, Mayor
	CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
Adopted this 9th day of March, 2023.	
SECTION 6. That the effective date hereof is	sine 9 <sup>th</sup> day of March, 2023



Staff Report

Planning and Zoning Commission

**DATE:** February 21, 2023

**REZONING CASE #:** Z-24-22

ACCELA: CN-RZZ-2022-00014

**DESCRIPTION:** Zoning Map Amendment

RM-2 (Residential Medium Density) to C-2 (General

Commercial)

**APPLICANT/OWNER:** Heaven Properties LLC

**LOCATION:** 2508 Poplar Tent Rd.

**PIN#s:** 5610-79-4253

**AREA:** +/- 3.7 acres

**PREPARED BY:** Autumn C. James, Senior Planner

#### **BACKGROUND**

The subject property consists of one (1) parcel comprising approximately 3.7 acres on the north side of Poplar Tent Rd.

To the north of the property the zoning is RM-2 (Residential Medium Denisty), and the properites to the north are single-family residential or vacant. The adjacent property to the east is zoned as O-I (Office-Institutional District) and is vacant. The properties to the south and west are zoned as RM-2 (Residential Medium Denisty) and contain single-family residential homes.

### **HISTORY**

The property was annexed into the City on December 31, 1995, and has been occupied by a single family residence since 1959. Heaven Properties, LLC acquired the property by deed recorded in Cabarrus County Register off Deeds Book 15852 Page 195 on February 16, 2022.

# SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from RM-2 (Residential Medium Density) to C-2 (General Commercial) for future commercial use.

This request is for straight zoning of C-2 (General Commercial) and not a conditional district, therefore, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Us	es within 500 Feet
	North	RM-2 (Residential Medium Denisty)		North	Single-family residential & vacant
RM-2 (Residential	South	RM-2 (Residential Medium Denisty)	idential edium nisty) O-I Single Family Residential ffice- tutional	South	Single-family residential
Medium Denisty)	East	O-I (Office- Institutional District)		East	Single Family Residential and Vacant
	West RM-2 (Residential Medium Denisty)	West	Single-family residential		

#### COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as "Commercial" for which C-2 (General Commercial) is listed as a corresponding zoning district.

# From the 2030 Land Use Plan – "Commercial":

The Commercial Future Land Use category includes a mix of commercial land use types. While these areas continue to support additional commercial development and redevelopment, much of the new commercial development should be concentrated within the Mixed-Use Activity Centers and Village Centers. Strip commercial development along major corridors is discouraged in the 2030 Plan. Instead, commercial development integrated into Mixed-Use Activity Centers at key intersections is desired. Areas designated as Commercial are intended to represent those that include a variety of commercial uses at different intensities, including large scale malls, lifestyle centers, and community shopping centers.

# Policy Guidance:

Objective 1.3: Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses..

#### SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 3.7 acres acres and is zoned City of Concord RM-2 (Residential Medium Density).
- The property was annexed into the City on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning surrounding the subject property and the adjacent commercial uses.

# SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the zoning map amendment consistent 2030 Land Use Plan and staff has no objections to the petition.

#### PROCEDURAL CONSIDERATIONS

This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a Conditional District no conditions may be applied.



Application for Zoning Map Amendment

(Please type or print)

Applicant Name, Address, Telephone Number and email a Heaven Properties LLC, 4600 NC Hwy 49 S, Harrisburg	
C/O - Carlos Moore Architect PA, 222 Church St NE, Co	oncord NC 28025 (704-788-8333)
Owner Name, Address, Telephone Number: Heaven Prop	perties, LLC, 4600 NC Hwy 498
Harrisburg NC 28075 (704-312-5183)	
Project Location/Address: 2508 Poplar Tent RD, Concor	rd NC
P.I.N.: 5610-79-4253	
Area of Subject Property (acres or square feet):3.7 acr	es
Lot Width: Lot Depth:452	
Current Zoning Classification: RM-2	
Proposed Zoning Classification: C-2	
Existing Land Use: vacant residential	_
Future Land Use Designation:commercial	
Surrounding Land Use: North vacant RM-2	South RM-2
East O-I	WestRM-2
Reason for request: To develop small retail or commercia	al space or office space
Has a pre-application meeting been held with a staff members	per?
Staff member signature:	Date:

35 Cabarrus Ave W • P. O. Box 308 • Concord, NC 28025 Phone 704-920-5152 • Fax 704-920-6962 • www.concordnc.gov Page 2 of 4



Application for Zoning Map Amendment

# Certification

I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.

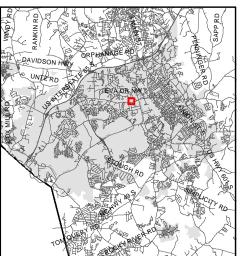
Date: 12/5/2022	
Applicant Signature: _	Docusigned by: Virginia Moore  A42CE81A004B43A
Property Owner or Ag	gent of the Property Owner Signature:



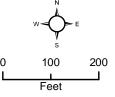
Z-24-22 AERIAL

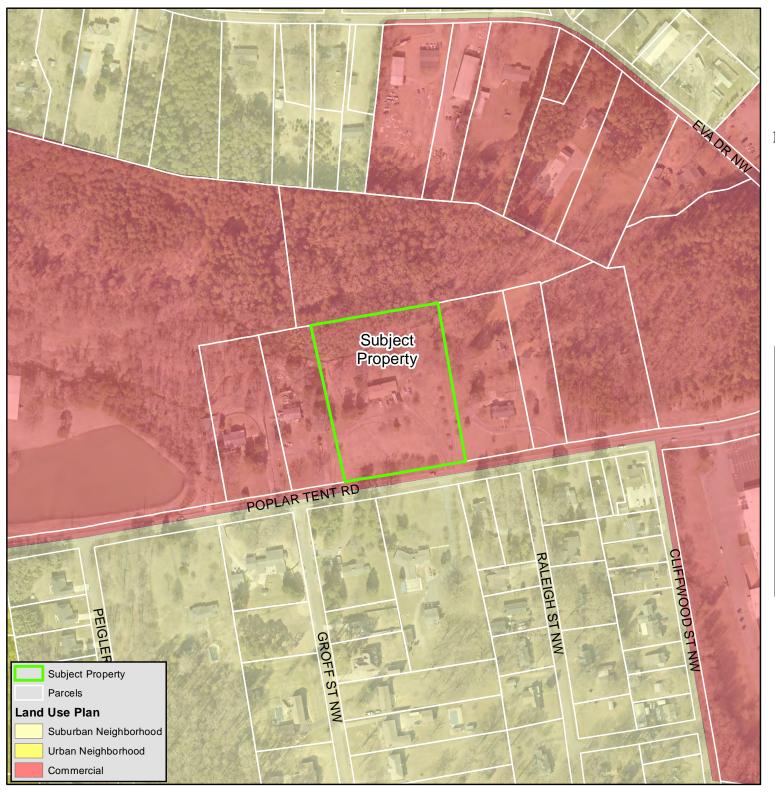
Rezoning application RM-2 (Residential Medium Density) to C-2 (General Commercial)

> 2508 Poplar Tent Rd PIN: 5610-79-4253





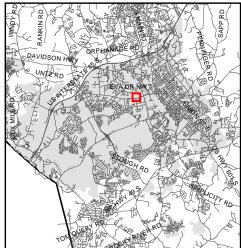




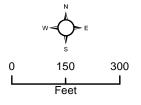
# Z-24-22 LAND USE PLAN

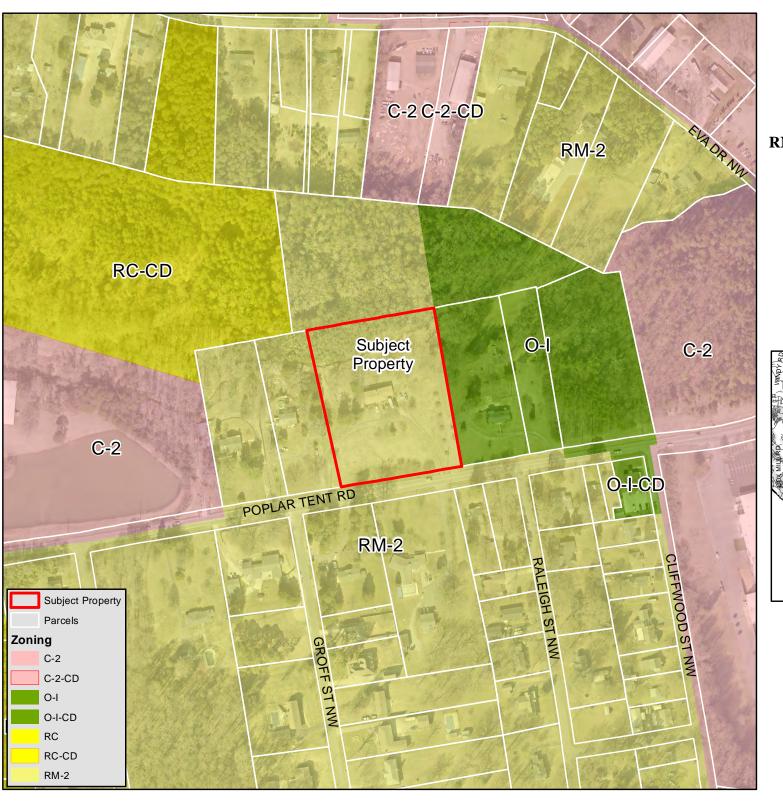
Rezoning application RM-2 (Residential Medium Density) to C-2 (General Commercial)

> 2508 Poplar Tent Rd PIN: 5610-79-4253





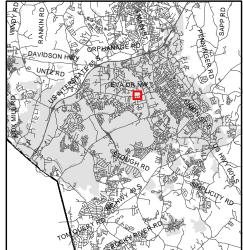


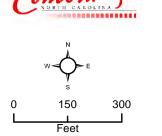


Z-24-22 ZONING

Rezoning application
RM-2 (Residential Medium Density)
to
C-2 (General Commercial)

2508 Poplar Tent Rd PIN: 5610-79-4253





# <u>Z-24-22 2508 Poplar Tent Rd.</u>

# Recommended Statement of Reasonableness and Consistency for Denial (from P&Z)

The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).

The subject property was annexed into the City on December 31, 1995.

The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) and is a corresponding zoning classification to the Commercial Land Use Category.

The zoning amendment is not reasonable and in the public interest as it is inconsistent with the existing zoning surrounding the subject property and the adjacent residential uses.

# Possible Statement of Consistency if City Council to Approve Request

The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).

The subject property was annexed into the City on December 31, 1995.

The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) and is a corresponding zoning classification to the Commercial Land Use Category.

The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning surrounding the subject property and the adjacent commercial uses.

Drawn By: Autumn C. James

Return to: City of Concord ROD Box PIN#: 5610-79-4253 CASE #: Z-24-22

# AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CONCORD, NORTH CAROLINA FOR PROPERTY LOCATED AT 2508 POPLAR TENT ROAD, CONCORD, NC

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by the North Carolina General Statutes 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, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, NCGS 160D-501 and 160D-605 require that comprehensive plan map amendments be considered in a legislative fashion consistent with the manner in which text amendments are considered, and this authority has not been delegated to the City of Concord Planning and Zoning Commission; and

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

SECTION 1. That the P&Z Commission held a duly advertised public hearing on February 21, 2023. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-604-605.

• The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).

Page 1 of 5

- The subject property was annexed on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is not reasonable and in the public interest as it is inconsistent with the existing zoning surrounding the subject property and the adjacent residential uses.

The P&Z Commission then voted to RECOMMEND FOR DENIAL the map amendment to General Commercial (C-2).

SECTION 2. That the City Council held a duly advertised public hearing on March 9, 2023. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160D-605.

# SUPPORTING DENIAL

- The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).
- The subject property was annexed on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is not reasonable and in the public interest as it is inconsistent with the existing zoning surrounding the subject property and the adjacent residential uses.

# SUPPORTING APPROVAL

- The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).
- The subject property was annexed on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing surrounding the subject property and the adjacent commercial uses.

# IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the map amendment by a majority. That the Official Zoning Map is hereby not amended by the City of Concord City Council, and the parcel remains Residential Medium Density (RM-2) for the area described as follows:

Page 2 of 5

# IF VOTE TO APPROVE

SECTION 3: The City Council then voted to APPROVE the map amendment by a majority. That the Official Zoning Map is hereby amended by rezoning from City of Concord Residential Medium Density (RM-2) to General Commercial (C-2) for the areas described as follows:

BEING A 3.71 ACRE PARCEL ON THE NORTH SIDE OF POPLAR TENT ROAD, (SR#1394) LYING AND BEING IN THE CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA BEING LOTS 47 THROUGH 60, "WESTOVER" MAP 1 MAP BOOK (MB) 6 PAGE (PG) 71 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GEODETIC MONUMENT NAMED "LAKESHORE" HAVING COORDINATES OF N:612,074.80FT-E:1,518,683.66FTNAD 83 (2011); THENCE FROM SAID MONUMENT S 23-14-49 W – 2794.39' TO THE POINT OF BEGINNING BEING AN EXISTING #4 REBAR HAVING GRID COORDINATES OF N: 609,507.32FT – E: 1,517,580.75FTNAD 83 (2011) AND BEING THE REAR CORNER OF LOTS 60 AND 61, "WESTOVER" MAP 1, MB 6 PG 71; THENCE WITH SAID LINE OF LOTS 60-61 S 8-19-09 E – 457.27' TO A #4 REBAR, THE FRONT CORNER OF SAID LOTS 60-61 AND BEING ON THE NORTHERN EDGE OF THE 60' PUBLIC R/W FOR POPLAR TENT ROAD (SR# 1394); THENCE WITH SAID R/W S 79-37-09 W – 349.96' TO A NEW REBAR SET (NIP), THE FRONT CORNER OF LOTS 46-47, "WESTOVER" MB 6 PG 71; THENCE LEAVING SAID R/W AND WITH SAID LINE OF LOTS 46-47 N 8-45-25 W – 461.30' TO THE REAR CORNER OF SAID LOTS 46-47; THENCE WITH THE REAR LINE OF LOTS 47-60 N 80-17-27 E – 353.36' TO THE POINT OF BEGINNING; CONTAINING 3.71 ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED JULY 15, 2022, JOB# 220703

# IF APPROVED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 9th day of March, 2023

Adopted this 9th day of March 2023

CITY COUNCIL CITY OF CONCORD NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: APPROVED AS TO FORM:

Page 3 of 5

Kim Deason, City Clerk	VaLerie Kolczynski, City Attorney
IF DENIED	
Adopted this 9th day of March 2023.	
	CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
	William C. Dusch, Mayor
ATTEST:	APPROVED AS TO FORM:
Kim Deason, City Clerk	VaLerie Kolczynski, City Attorney

# FY23-24 HUMAN RESOURCES BENEFITS RECOMMENDATIONS SUBMITTED BY CHANTEL THOMPSON

#### **MEDICAL**

The City offers three medical plans administered by BCBSNC so that coworkers can choose the plan that is best for their families' needs. Although the FY23 plans are running below budget, we do expect costs to be higher in the 2nd half of FY23. For FY24 Gallagher is projecting no increase from the current gross medical budget (\$13,230,000). The recommendation is to keep coworker contributions the same, for the fourth year in a row.

# Projections include:

- 6.5% Medical Trend
- 9.5% Rx Trend
- 2.0% contract size adjustment (more members covered now due to HPN plan)

#### **DENTAL**

- Incentive Data 831 coworkers (out of 1,005) had at least one preventive visit during FY22
- **FY24 Incentive** it is recommended that the City maintain the \$10 semi-monthly dental wellness incentive for having a preventive dental exam and cleaning at their dentist's office between January 1st and December 31st, 2022.
- **FY24 Renewal** The City is in a rate guarantee so there is no increase to the City's cost share.
- FY24 Contributions It is recommended that the City maintain coworker dental contributions at current levels.

#### OTHER BENEFITS

Gallagher facilitated a 25-question survey aimed at gaining insight into coworker values and motivations related to benefits. 27% of benefits eligible coworkers participated in the survey, with more than 90% enrolled in the medical and dental plans. The top three opportunities for new programs identified through the survey are:

- Discount Auto and Home Insurance Implementing Gallagher Auto & Home Marketplace where coworkers can
  quote multiple carriers, compare, and enroll in discounted coverage. Coworkers can enroll at any time. No cost
  to the City.
- **Identity Theft Coverage** Comprehensive and proactive credit monitoring with restoration assistance. 100% of the cost is covered by coworkers who enroll in coverage. *No cost to the City.*
- **Financial Planning and Budgeting** Introducing Gallagher Money Coaching as a 12 month pilot program. Gallagher Money Coaching is an interactive, web-based platform that hosts a suite of self-help tools and resources and lets employees connect with a financial coach who can give them answers to their personal questions about money. **Gallagher is waiving the cost of the program for the City.**
- Paid Parental/Family Leaves Feedback from the survey showed significant interest in paid leaves for parents and caregivers.

All other benefit providers will remain the same for FY24.

# MEDICAL COST SUMMARY - NO CHANGES

	Semi-Monthly		Semi-Monthly Coworker
	City Contribution		Coworker
High Performance Plan	Contribution		Contribution
(with \$25 semimonthly incentive)			
Coworker only	\$306.85		\$0.00
Coworker +Child(ren)	\$497.67		\$33.60
Coworker + Spouse	\$530.18		\$45.88
Coworker + Family	\$736.25		\$79.51
High Performance Plan			
(without incentive)			
Coworker only	\$281.85		\$25.00
Coworker +Child(ren)	\$472.67		\$58.60
Coworker + Spouse	\$505.18		\$70.88
Coworker + Family	\$711.25		\$104.51
Basic Plan			
(with \$25 semimonthly incentive)			
Coworker only	\$334.08		\$5.99
Coworker +Child(ren)	\$501.18		\$93.94
Coworker + Spouse	\$534.03		\$112.10
Coworker + Family	\$741.88		\$176.31
Basic Plan (without incentive)			
Coworker only	\$309.08		\$30.99
Coworker + Child(ren)	\$476.18		\$118.94
Coworker + Spouse	\$509.03		\$137.10
Coworker + Family	\$716.88		\$201.31
HRA Plan		Semi-Monthly HRA Fund	
(with \$25 semimonthly incentive)		(included in City contribution)	
Coworker only	\$353.61	\$20.83	\$14.06
Coworker + Child(ren)	\$481.25	\$41.67	\$167.13
Coworker + Spouse	\$504.09	\$41.67	\$196.47
Coworker + Family	\$619.49	\$41.67	\$359.32
HRA Plan (without incentive)			
Coworker only	\$328.61	\$20.83	\$39.06
Coworker + Child(ren)	\$456.25	\$41.67	\$192.13
Coworker + Spouse	\$479.09	\$41.67	\$221.47
Coworker + Family	777.03	\$41.67	<u> </u>

# **SUMMARY OF FEES**

# DESIGN AND BIDDING FUEL FARM EXPANSION - AMENDMENT 2a (FUEL FARM MODIFICATIONS)

CONCORD-PADGETT REGIONAL AIRPORT CONCORD, NORTH CAROLINA

AIP PROJECT NO:

**TBE PROJECT NO: 2203-2107** 

December 2, 2022

DESCRIPTION		<b>ESTIMATED</b>
BASIC SERVICES		COST
PROJECT FORMULATION/DEVELOPMENT PHASE (01)		\$ -
DESIGN PHASE (04)		\$ 3,956.00
BIDDING PHASE (05)		\$ -
CONSTRUCTION PHASE (06)		\$ -
	SUBTOTAL	\$ 3,956.00
EXPENSES		\$ <u>-</u>
	SUBTOTAL	\$ -
SPECIAL SERVICES		
SUBCONSULTANTS		\$ 34,123.00
RESIDENT PROJECT REPRESENTATIVE		\$ -
	SUBTOTAL	\$ 34,123.00
	TOTAL	\$ 38,079.00

22.xlsx|SUM

Page 1 SUM



# Southeastern Consulting Engineers, Inc.

February 20, 2023

Mr. Scott Chunn
Deputy Director of Electric Systems
City of Concord
P. O. Box 308
Concord, North Carolina 28025

Ref.: Construction of 100 KV Transmission Line

Bid Recommendation

Dear Scott:

The City received sealed proposals at 2:00 p.m. on February 16, 2023, from five contractors for the Construction of 100 KV Transmission Line that will be built between Substation T and Delivery 4 and feed the new Eli Lilly Substation. The five bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by PowerGrid Transmission Services of Hartselle, Alabama in the amount of \$5,945,075.10. Considering the site conditions and the rock identified in the geotechnical report, we feel this is an attractive proposal. The Electric Department has worked with PowerGrid Services on previous projects, and they have performed to expectations.

We recommend that the City accept Power Grid Services' proposal in the amount of \$5,945,075.10 and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

\_\_\_\_

erry L. Ford, Jr., P.E.

Senior Design Engineer

JLF/lc

Enc: Bid Tabulation

cc: Mr. Alex Burris

Mrs. Andrea Cline Mr. Ty Barbee

# **BID TABULATION**

# Construction of 100 KV Transmission Line Hwy. 29: From Sub T to Delivery No. 4

City of Concord Concord, North Carolina

Date: 2:00 PM, February 16, 2023 Bid No. 2567

Bidder	Williams Electric	Southeast Power Corp.	Lee Electrical	Service Electric	PowerGrid Services		
Schedule I - Transmission Construction							
Schedule I Total	\$ <u>8,043,100.00</u>	<u>9,156,967.57</u>	\$ <u>6,628,620.91</u>	<u>\$ 12,470,786.00</u>	\$ <u>4,127,714.70</u>		
Schedule II - Distribution Construction							
Schedule II Total	<b>\$</b> 1,508,930.00	<b>\$</b> _1,535,941.24	<b>\$</b> 1,758,899.27	<b>\$</b> 1,594,024.44	\$ 979,008.00		
Schedule III - Removal							
Schedule III Total	\$438,055.00	\$ 757,860.24	\$ 933,959.60	\$ 702,754.21	\$ 838,352.40		
Combined Total (Schedules I, II, & III)	\$ <u>9,990,085.00</u>	<b>\$</b> _11,450,769.05	<b>\$</b> 9,321,479.78	<b>\$</b> 14,767,564.65	\$ <u>5,945,075.10</u>		
Bid Bond	Yes	Yes	Yes	Yes	Yes		

# CITY OF CONCORD PURCHASING BID REVIEW AND ROUTING FORM

DATE: February 16, 2023

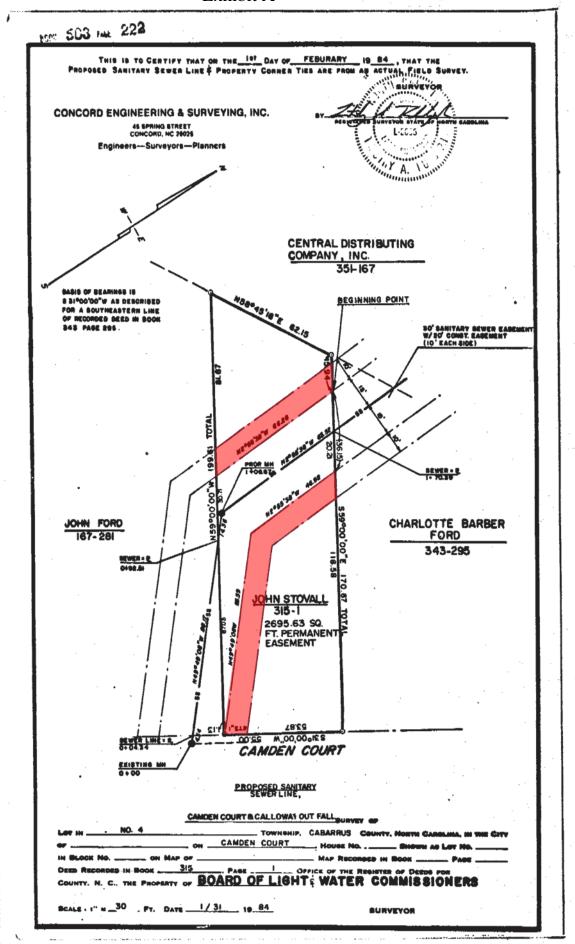
FORMAL BID: Yes-#2567-100Kv Line Const.

BID DATE: February 16, 2023

DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY	
Power Grid	\$5,945,075.10		
Lee Electrical	\$9,321,479.78		
Wiliiams Electric	\$9,990,085.00		
South East Power	\$11,450,769.05		
Service Electric	\$14,767,564.65		
RECOMMENDATION: Power Grid			
LOW BIDDER: YES NO (IF NOT, E	DOCUMENTATION REQUIRED)		
ADDED OPTIONS:	,	PRICE:	
ADDED OF HONS	****	PRICE.	
FLEET SERVICES SIGNATURE (IE REOL	IIRED)	and he Alex Demis	
FLEET SERVICES SIGNATURE (IF REQU	RII <b>rris</b> Digitally sig	02.23 09:31:01	
DEPARTENT HEAD:	-05'00'	DATE:	
COMMENTS:			
ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:	Derick Blackburn Digital	ly signed by LeDerick Blackburn 023.02.28 09:20:31 -05'00' DATE:	
COMMENTS:			
	0		
PURCHASING OFFICIAL:  COMMENTS:	Date: 202	signed by Ryan LeClear 23.02.28 09:49:35 -05'00' DATE:	
FINANCE DIRECTOR:	Digitally signed by Jessica Jones Date: 2023.02.28 11:52:16 -05'00'	DATE:	
	****		
APPROVE AS RECOMMENDED: ☐ YES	f 50 to 11 to 11	DATE: y Lloyd Wm. Payne, Jr., ICMA-CM	
CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM Date: 2023.02.28 12:20:22 -05'00' DATE:			
COMMENTS:		·	

FIN/PUR/48 REVISED 05/11/2016



# RESOLUTION RELEASING SEWER RIGHT OF WAY

WHEREAS, a construction easement was granted in Deed Book 583 Page 221 recorded in the Cabarrus County Registry to the Board of Light and Water Commissioners for the construction of a sanitary sewer; and

WHEREAS, the sanitary sewer was constructed in 1987 and the construction easement is no longer needed, and the prospective purchaser request that said construction easement be abandoned; and

WHEREAS, the release of the construction easement would not be contrary to the public interest;

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

- 1. That the 10' construction easement recorded in Deed Book 583 Page 221 and more particularly shown on Exhibit "A" is hereby ordered abandoned, and all rights and interest of the City are released.
- 2. The City's property rights in the released construction easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to the property owner's of record.
- 3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 9<sup>th</sup> day of March 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk



# City Council 2023 Meeting Schedule

Location: 35 Cabarrus Ave, W, Concord, NC 28025

The Concord City Council meets every second Thursday of each month at 6:00 p.m.

A work session is held on the preceding Tuesday at 4:00 p.m.

\*\*A 2<sup>nd</sup> Work Session will be held from 11:00 a.m. to 1:00 p.m. on Tuesday two weeks following the 1<sup>st</sup> Work Session \*\*

The meetings are held in the Council Room of City Hall located at 35 Cabarrus Avenue, West.

Month	Work Session date	Regular session date	2 <sup>nd</sup> Work Session date
January	10	12	24
February	7	9	21
March	7	9	21
April	11	13	<mark>*18</mark>
May	9	11	23
June	6	8	20
July	11	13	25
August	8	10	22
September	12	14	26
October	10	12	24
November	7	9	21
December	12	14	<mark>*19</mark>

<sup>\*</sup>The April and December 2<sup>nd</sup> Work Session meeting dates are proposed for amendment at the March 9, 2023 City Council meeting\*

# **DRAFT**



# HOME Investment Partnerships Program Policies and Procedures Manual

City of Concord

Planning & Neighborhood Development Department

35 Cabarrus Avenue West

Concord, NC 28025

# TABLE OF CONTENTS

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#### INTRODUCTION

The HOME Investment Partnerships Program

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

# Purpose of Policies and Procedures

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

This Policies and Procedures Manual addresses the following purposes:

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

#### Amendments to Policies and Procedures

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

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

# Key Documents Governing the HOME Program

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

Authority	Documents	Description	Links
Federal	HOME	Provides the binding rules (Code of	Comprehensive source for HOME policy guidance,
	Regulations	Federal Regulations), agency	including laws and regulations, CPD Notices,
	and Guidance	guidance and advice for the HOME	HOME FACTS and HOMEfires:
		program nationally.	https://www.hudexchange.info/programs/home/
			Training materials on HOME Program: <a href="https://www.hudexchange.info/trainings/building-home/">https://www.hudexchange.info/trainings/building-home/</a>

Consortium	Consolidated Plan	Required plan that contains needs assessment, housing market analysis, priorities and strategies for use of HOME funds over the five-year period ending June 30, 2024.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/Consolidated %20Plan%202020-2024.pdf
Consortium	Analysis of Impediments to Fair Housing Choice	Required assessment of Fair Housing issues in the tri-county region and measures to address them.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/Fair_Housing Impediments July 2020.pdf
Consortium	Action Plan	Time-specific goals and annual budget describing how the available HOME resources will be spent.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/Consolidated ActionPlan2021-2022.pdf
Consortium	CAPER	Annual performance report on the actual use of HOME funds and what was produced.	https://apps.concordnc.gov/legacy/planning web/CommunityDevelopment/CAPER%2020 21-2022.pdf
Consortium	Policies & Procedures Manual	Information and rules about the administration of the Consortium's HOME Program (this document)	https://apps.concordnc.gov/legacy/planningweb/CommunityDevelopment/HOME%2 OConsortium%20Manual.pdf

# **Contact Information**

For any questions about this Manual, please contact:

Pepper Bego, Federal Programs Coordinator Planning & Neighborhood Development Department City of Concord 35 Cabarrus Avenue West Concord, NC 28025 (704) 920-5152

https://concordnc.gov/Departments/Planning/Contact-Us or Contact Form

#### II. HOME PROGRAM RESPONSIBILITIES

#### The City of Concord's Responsibilities

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

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

#### Written Agreements

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

Written agreements shall contain the following provisions:

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

- Affirmative Marketing: Requirements for affirmative marketing in projects containing five (5) or more HOME-assisted units.
- Requests for Disbursement of Funds: Requirement that HOME funds may not be requested until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
   Program income must be disbursed before requesting HOME funds, if applicable.
- Records and Reports: Lists records that must be maintained and information and reports that must be submitted.
- Enforcement of the Agreement: Means of enforcing the provisions of the written agreement. This provision is in the agreement with all parties including owners.
- Duration of Agreements: The agreement must specify the duration of the agreement along with the Period of Affordability applicable to the project type.
- Amending the Documents: Written agreements may be amended by mutual agreement of the parties when
  regulations and requirements change, or when adjustment to funding levels or other conditions related to
  a specific project are needed.
- Fixed or Floating Units: Fixed and Floating HOME Units: In a project containing HOME-assisted and other
  units, the City of Concord may designate fixed or floating HOME units. This designation must be made at
  the time of project commitment in the written agreement between the City of Concord and the owner, and
  the HOME units must be identified not later than the time of initial unit occupancy.
  - Fixed units remain the same throughout the period of affordability.
  - Floating units are changed to maintain conformity with the requirements of this section during the period of affordability to ensure that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and the number of bedrooms to the originally-designated, HOME-assisted unit.

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

# Eligible Activities

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

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

# **Ineligible Activities**

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

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

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

### Eligible Applicants

Public agencies, nonprofit organizations, and for-profit entities are all eligible to apply to the City of Concord for HOME funds. Fund recipients (hereafter called "Consortium Members") are classified into one of three (3) categories:

• <u>Subrecipients</u>: A subrecipient is a public agency or nonprofit housing service provider selected by the City of Concord to administer the HOME Program. A nonprofit organization that is administering HOME funds is

considered to be a HOME subrecipient. Designated nonprofit organizations that are subrecipients (including a Community Housing Development Organization (CHDO) when acting as a subrecipient) must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

- <u>Developers, Owners, Sponsors</u>: For-profit entities, housing authorities, nonprofit organizations, and CHDOscan receive HOME funds in the roles of developers, owners, and sponsors of eligible activities.
- <u>Community Housing Development Organizations (CHDOs)</u>: A CHDO is a private nonprofit organization that meets certain specific criteria, including having 1) IRS tax exempt status, 2) a mission/purpose related to housing and service to a low-income community, and 3) a board composition that includes one-third low-income residents or their representatives.

# Eligible Administrative and Planning Costs

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

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

**Uniform Administrative Requirements** 

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

#### Distribution of HOME Funding

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

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

- Administration (10%) Funds are used by the City of Concord for planning, administration, allocation of
  indirect costs and monitoring of the program. Funds also are used to conduct training and technical
  assistance to entities interested in applying for and implementing HOME-funded projects.
- Balance of HOME Funds: The City of Concord allocates HOME funds to projects within its City limits.
   The City also may invest its HOME funds in eligible projects within its Extraterritorial Jurisdiction (ETJ), or in jointly-funded projects within the boundaries of Concord. For a project to be jointly funded, all jurisdictions must make a financial contribution in the project. The financial contribution can be a grant or loan (including funds from other sources that are in the jurisdiction's control, such as relief provided through a significant tax or fee (i.e., a waiver of impact fees, property taxes, or other fees and taxes).

Before committing funds to a project, the City of Concord will determine the eligible projects to undertake and prepare all appropriate documentation. HUD match conditions also must be met for these projects.

#### Matching Funds

The Consortium Members, excluding the CHDOs, are required to match at least 25% of the HOME funds that are spent on projects/programs. "Match" can be provided through cash, assets, services, labor, and other contributions of value to the HOME program. Federal resources (i.e., CDBG funds) are not an eligible source of match. Match does not have to be provided on a project-by-project basis. The match requirement applies to the expenditure of HOME funds on projects/programs in a given federal fiscal year (July 1 - June 30). Match is tracked on an ongoing basis using a HUD-provided form (HUD form 40107). This information is monitored and maintained by the City of Concord. The City will only commit HOME funds up to the percent that banked match will allow.

# Eligible sources of matching funds include:

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

# Subrecipient Funding Request

Subject to availability, HOME funds may be requested by a Subrecipient through a formal written request process. The request should state the type and location of the project to be undertaken, identify other available funding sources, and include the specific amount of the request.

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

# Multi-Family Projects

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

# IV. Overarching Program Regulations and Requirements

# Fair Housing and Civil Rights

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

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

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

# Affirmative Marketing and Outreach

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

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

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

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

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

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

## Conflict of Interest

In the procurement of property and services by the City of Concord, the conflict-of-interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. Any person who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may not have an interest in any contract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

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

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

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

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

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

# Program Accessibility

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

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

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

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

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

#### **Equal Opportunity**

Federally-funded housing projects/programs are subject to Executive Order 11246, as amended, which prohibits agencies from discriminating against employees or applicants for employment on the basis of race, color, religion,

national origin, citizenship status, unfair documentary practices regarding employment verification, sex, age, and disability. These requirements are included in all contracts with Subrecipients.

# • Section 3 of the Housing and Urban Act of 1968 (Section 3):

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance is directed to low- and very low-income persons to the greatest extend feasible. In accordance with the Section 3 Plan, solicitation of Section 3 businesses is required during procurement for any construction contract of \$100,000 or more and is encouraged for contracts of lesser amounts. The Section 3 Plan also requires contractors/subcontractors to follow a specific hiring plan in order to target Section 3 residents.

# • Women- and Minority-Owned Business Enterprises:

The City of Concord is required to take affirmative actions to allow Women- and Minority-Owned Business Enterprises (WMBE) to benefit from federal funds. The City passes this requirement on to funded agencies, which must make a good faith effort to employ WMBE firms when implementing projects/programs. These efforts can include advertising for professional services or construction contractors in minority publications, notifying WMBE firms directly of employment opportunities, or requiring that contractors hire WMBE subcontractors. Solicitation of MBE firms is required during procurement for any construction contract of \$50,000 or more.

#### Non-Discrimination

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

Reasonable Accommodations for Persons with Disabilities

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

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

Business Enterprises Owned by Minorities, Women and Disadvantaged Business Enterprises

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

The Uniform Act and Section 104 (d)

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

#### Acquisition

The URA requirements apply to any and all real property acquisition for a project that receives any amount of HOME funding, regardless of whether the funds are used to purchase the property or for other project

costs. The regulations may apply to any acquisition for which a purchase offer was made at any time after the date the applicant first intended to apply for HOME funds for the project.

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

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

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

#### Estimating Fair Market Value:

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

#### Section 104(d)

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

Section 104(d) has two (2) distinct components:

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

#### Housing Replacement

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

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

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

#### Relocation

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

displacement and relocation, the relocation must be carried out in strict compliance with the URA. Prior to selection for funding, the Agency must demonstrate that:

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

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

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

# **Temporary Relocation**

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

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

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

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

#### Financial Management

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

#### **Audit Requirements**

The City of Concord also must follow OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards.

#### **IDIS Drawdowns**

A separation of duties has been established by the City of Concord and the City's Finance Department to provide proper checks and balances from grant set-up, project and activity set-up, sub-funding, sub-granting and drawdown process in the following manner:

## **IDIS Administrator Procedures:**

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

# Program Income

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

- Income from the use or rental of HOME-assisted real property owned by the City of Concord or a public or nonprofit agency that is selected by the City to operate a portion of its housing program minus the costs of generating the income.
- Payments of principal and/or interest on loans made with HOME funds.
- Proceeds from the sale of real property that was purchased or rehabilitated with HOME funds.

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

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

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

#### **Procurement**

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

Federal procurement requirements at 2 CFR Part 200 apply to all non-profit organizations actions as a Subrecipient and to all public entities. The owners/sponsors/developers are not subject to the federal procurement requirements.

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

Procurement requirements are provided in the City of Concord's funding notices and written agreements. The City will provide a copy of its procurement policies and procedures that meet applicable federal and state requirements. If a project includes any construction or rehabilitation, a required component of a completed request for funding will be a written description of how the City or any subrecipients intend to procure prime or general contractors, subcontractors, architects, engineers, consultants, etc. in a competitive manner.

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

Only contractors and subcontractors that are not federally barred or suspended and have current State of North Carolina business licenses with current Workers' Compensation accounts, including proper insurance and bonding,

can work on capital construction projects. The City of Concord will check the status of the general contractor and all subcontractors for federal debarment and suspension, licensing, insurance, bonding, and Workers' Compensation accounts for capital construction projects. The City also is responsible for checking the licensing and debarment status for owner-occupied housing rehabilitation and minor home repair clients.

The City of Concord's subrecipients are subject to the procurement requirements of 24 CFR parts 84 and 85 as well as state and local laws and regulations. Subrecipients will be monitored annually to ensure compliance with these regulations.

#### **Environmental Review**

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

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

#### Public Records

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

## Recordkeeping and Retention of Records

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

#### ADDITIONAL GENERAL POLICIES AND PROCEDURES FOR DEVELOPMENT PROJECTS

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

#### **Applicant Standards**

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

- Complete audit reports for each of the past two (2) years for the applicant, including an OMB circular A-133 supplement as appropriate, any audit findings, corrective action plan, management letter and agency response.
  - o If the applicant organization has not been audited, financial statements for each of the past two (2) fiscal years and a year-to-date statement certified by the applicant's Chief Financial Officer. Financial statements will include balance sheets and cash flow, revenue, and long-term debt statements.

- Nonprofit organizations must submit an IRS Form 990 for the prior two (2) years.
- Outstanding HOME Annual, Close-out or Monitoring Reports.

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

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

# **Eligible Development Costs**

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

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

#### Appraisal and Real Property Acquisition

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

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

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

Minimum Property Standards

**New Construction Projects** 

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

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

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

#### Rehabilitation Projects

For existing single-family rental properties assisted with the City of Concord's HOME funds, the unit must meet local codes, ordinances and zoning requirements for the municipality or county in which the project is located. Projects must also comply with the N.C. Building Code and the Concord Development Ordinance, and must address the major systems of the unit in the following manner:

# Structural support

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

#### Roofing

• If deemed as not meeting the five-year threshold of useful life, the roofing, including all wood sheeting, framing, boxing and fascia that is identified as compromised (rotted, missing, etc.) must be replaced along with the shingles.

- If the roofing is deemed as meeting the five-year threshold of useful life, any specifically-identified issues (damaged fascia, guttering, boxing, etc.) must be corrected as part of the initial rehabilitation of the unit prior to lease.
- All attics must be vented.

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

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

# Plumbing and Water Heater

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

#### Electrical

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

# Heating, Ventilation, and Air Conditioning

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

#### Site and Neighborhood Standards

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

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- The site must promote greater choice of housing opportunities.

• The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

#### Lead-Based Paint

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

If lead-based paint is present in the unit, the written funding request must also include a detailed lead hazard reduction plan, in accordance with the regulations, and separately identify within the rehabilitation budget, the costs associated with the reduction of lead hazards in accordance with the regulation and guidelines.

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

#### Accessibility

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

#### **Disaster Mitigation**

• Where relevant, the City of Concord requires housing to be improved to mitigate the impact of potential disasters (e.g., earthquake, hurricanes, flooding, and wildfires) in accordance with State and local codes, ordinances, and requirements.

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

 The City of Concord's standards require that rehabilitated housing meet all applicable State and local codes, ordinances, and requirements or, in the absence of a State or local building code, the International Existing Building Code of the International Code Council.

# **Uniform Physical Condition Standards**

The City of Concord will use the Uniform Physical Conditions Standards (UPCS), HUD's prescribed physical
inspection procedures. UPCS requires that upon completion, all HOME assisted projects and units will be decent,
safe, sanitary and in good repair.

#### **Capital Needs Assessments**

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

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

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

# Frequency of Inspection

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

# Downpayment Assistance

- Existing housing acquired for homeownership, using down payment assistance, must be decent, safe, sanitary, and in good repair using the City of Concord's established standards or HUD's UPCS, whichever is more stringent.
- The City's inspector will inspect the housing and document this compliance requirement based upon an inspection conducted no earlier than 90 days before the commitment of HOME assistance. If the property does not meet these standards, HOME funds will not be used to acquire the property unless it is rehabilitated to meet the standards.
- The amount available for down payment assistance is \$10,000.

#### Ongoing Property Condition Standards for Rental Housing

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

#### **Inspection Procedures**

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

#### **Contractor Procurement**

The City of Concord must require all subrecipients to obtain a minimum of two (2) bids on planned repairs, based on the preliminary work write-up prepared by the municipality, county code enforcement or the City's inspector. Bids are to be returned on the specific due date. Subrecipient staff will record the total amount of the bid and the date and time the bid was received. The subrecipient will evaluate the bid documents to determine which bids are eligible. Bids are considered eligible when the following conditions are met:

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

#### Compliance and Monitoring

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

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

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

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

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

Project Completion Deadline and Terminated Projects

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

When HOME funds are expended for projects that are terminated before completion, for whatever reason, the

HOME funds that have been expended are ineligible and must be repaid. The City of Concord must terminate any project that does not meet the HOME requirements for affordable housing (i.e., affordability provisions, income targeting, property standards, etc.) and repay HOME funds that are expended for the project.

#### Corrective and Remedial Actions

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

HOME-assisted Development Projects must meet the following standards:

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

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

Section 504 Barrier Removal Standards for Multifamily Housing

For new construction of rental or owner-occupied multifamily projects of four or more units, a minimum of 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2%, at a minimum, of the units (but not less than one (1) unit) must be accessible to individuals with sensory impairments. The total number of units in a HOME-assisted project, regardless of whether they are all HOME-assisted, is used as the basis for determining the minimum number of accessible units. Also, in a project where not all the units are HOME-assisted, the accessible units may be either HOME-assisted or non-HOME-assisted. The standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards, although deviations are permitted in specific circumstances. Accessible units must be, to the maximum extent feasible, distributed throughout the projects and sites and must be available in a sufficient range of sizes and amenities so as not to limit choice.

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

Prevailing Wages and Labor Standards Requirements

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

Applicants should assume that state prevailing wage rates will apply and build the requisite costs into all project

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

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

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

#### Related Acts:

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

#### **Debarred Contractors**

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

#### Section 3 Economic Opportunity

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

# Affordability Period

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

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

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

#### Site Control

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

#### Phase 1 Environmental Site Assessment

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

# Relocation

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

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

Subsidy Layering and Underwriting Guidelines

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

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

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

Before committing funds to a project, the City of Concord must evaluate the project in accordance with the

following guidelines that determine a reasonable level of profit or return on the owner's or developer's investment in a project.

#### Reasonable Costs:

- <u>Rental Development Projects</u>: Rental development project costs are considered reasonable if they
  are within the Total Development Cost (TDC) Limits set by the North Carolina Housing Finance
  Agency. If the project exceeds these limits, the owner or developer will be required to submit a
  waiver request that identifies project characteristics that create cost levels above these limits.
- Homebuyer Projects: No housing purchase value, constructed or after-rehabilitation, may exceed
   percent of the median purchase price of owner-occupied homes or exceed the maximum per unit HOME-investment value.
- <u>Debt Coverage Ratio for Rental Projects</u>: Projects must have an overall Debt Coverage Ratio (DCR) that provides a cushion against risk that may result from unforeseen circumstances, including higher than anticipated vacancy rates. Deferred loans are not considered in the DCR calculation during the deferral period, only the year when they become due and payable. The annual contributions to operating and replacement reserves must be included in the operating expenses when calculating the DCR. Projects should have an overall DCR of at least 1.10:1. The City of Concord reserves the right, during contract development, to direct the use of excess cash flow when a project has an overall DCR granter than 1.20:1.
- <u>Developer Fee</u>: A reasonable maximum developer fee is ten percent (10%). For projects serving homeless, special needs populations or with 12 or fewer units, a reasonable developer fee is 15 percent (15%).
- <u>Project Contingencies</u>: If the City of Concord is providing funds for construction of housing, a 10% contingency for new construction is required, with the right to request an exception, if needed.
- <u>Market Demand</u>: Applicants must, at a minimum, describe efforts to identify properties that are within the proposed project's market area and are available to the target population. A third-party market study must accompany the written funding request if the project involves low-income housing tax credits or if another funder requires a market study. Market studies are not required for the following projects:
  - o Projects for persons with Developmental Disabilities (DD)
  - o Projects for persons with chronic mental illness (CMI)
  - o Projects for homeless persons
  - o Domestic violence (DV) projects
  - o Special needs projects for persons with chronic substance abuse issues combined with homelessness and/or other conditions requiring intensive support services

If the project does not meet any of the above criteria, a market study is required. The market study must be submitted with the written funding request for funding if the applicant has site control. If site control has not been obtained, the market study must be submitted upon receipt of site control.

• <u>Vacancy Rates</u>: Applicants should use a 5% residential vacancy rate for rental projects and a 10% non-residential vacancy rate when preparing their operating pro forma. Exceptions will be allowed if adequate justification is provided, such as in the case of very small or special needs projects.

#### Anti-Predatory Lending Policy

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

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

• Requiring the borrower to obtain prepaid, single-premium credit life, credit disability, credit unemployment, or other similar credit insurance as a condition of the loan;

- Including in loan documents a mandatory arbitration provision with respect to dispute resolution;
- Charging prepayment penalties for paying off a loan;
- Lending without regard to a borrower's ability to make payments on the mortgage;
- Loans that violate the Home Ownership and Equity Protection Act of 1994 and its implementing regulations (collectively, "HOEPA Requirements") or other Anti-Predatory Lending Laws;
- Loans that are ineligible for inclusion in a structured finance transaction due to a rating agency's determination that it cannot rate a transaction that includes such loans:
- Loans where the terms of, or practices in connection with, such loans do not comply with the provisions of Regulation Z (12 CFR Part 226) relating to Higher-priced Mortgage Loans; or
- Loans that fail to comply with any requirement of the MPF Program relating to predatory lending, including with limitation, Section 2.6 of the MPF Origination Guide.

Costs Associated with the Administration of Development Projects

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

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

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

# Definition of Income

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

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

#### Mixed-Use Projects

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

common area, corridors, stairways, laundry areas, storage areas, office space for management of the building, entry ways and lobbies.

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

# Lease-Purchase Programs

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

#### V. DEVELOPMENT OF HOMEOWNERSHIP HOUSING

The City of Concord may fund the development of homeownership units for first-time homebuyers.

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

- a. Applicant Standards
- b. Eligible Development Costs
- c. Appraisal and Real Property Acquisition
- d. Minimum Property Standards
- e. Section 504 Barrier Removal Standards for Multi-family Housing
- f. Prevailing Wage and Labor Requirements
- g. Debarred Contractors
- h. Section 3 Economic Opportunity
- i. Affordability Period
- j. Site Control
- k. Phase 1 Environmental Site Assessment
- 1. Relocation
- m. Subsidy Layering and Underwriting Guidelines
- n. Costs Associated with the Administration of Development Projects
- o. Definition of Income
- p. Use of Combined Funders Application

# **Project Eligibility**

#### Eligible Activities

Activities allowed with the use of City of Concord's HOME funds are activities that support the development of affordable homes for first-time homebuyers and that address the needs identified in the Consolidated Plan.

- New Construction:
  - Financial assistance provided for the construction of affordable housing units for first-time homebuyers.
- Eligible Properties
  - Properties eligible for HOME development assistance must serve as the purchaser's principal residence throughout the period of affordability.
  - Property types:
    - o Single-family dwelling
    - o Condominium
    - o Manufactured Home
      - b. Eligible homeownership types
        - Fee simple title to the property
        - Own a condominium
        - Housing located on land owned by a community land trust, for at least 50 years
        - Manufactured housing on a ground lease that is at least equal to the applicable affordability period.
      - c. Homebuyer Eligibility
        - First-time homebuyer: Applicant must not have owned a home during the previous 3 years prior to receiving federal funds excluding:

- A displaced homemaker who owned a home with his or her spouse or resided in a home owned by the spouse.
- A single parent who owned a home with his or her spouse or resided in a home owned by the spouse.
- Homebuyer households assisted must have incomes at, or below, 80% of the area median income (AMI).

#### d. Maximum Property Value

- For new construction or acquisition of standard housing to be considered an eligible property, the property must have a purchase price that does not exceed 95% of the median purchase price for single-family housing in the area.
- HUD establishes the median purchase price limits and these limits can be found on its
  website: https://www.hudexchange.info/resource/2312/home-maximum-purchaseprice- after-rehab-value/. The City of Concord will provide current and updated limits,
  but the developer is responsible for confirming maximum property values for each
  transaction.

#### e. Resale Policy

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

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

# **Enforcement of Resale Provisions**

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

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

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

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

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

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

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

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

- b. If the City of Concord's HOME investment assists a homebuyer on property leased from a community land trust, the City will require the community land trust to secure the HOME investment with a recorded Restrictive Covenant, Recoverable Grant Agreement, Deed of Trust and/or Promissory secured against the leased land.
- c. If the City of Concord's HOME investment assists a homebuyer on property not leased from a community land trust, the City will require the homebuyer to secure the HOME investment with a recorded Restrictive Covenant, Recoverable Grant Agreement, Deed of Trust and/or Promissory secured against the land.
  - In the event that the housing does not continue to be the principal residence of the family for the duration of the period of affordability, the housing can be made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence.
- 5. Fair Return to Initial Buyer. A homeowner that sells HOME-assisted homes is provided a fair return on her/his investment. The homeowner that sells a home may receive from sale proceeds their original contribution (down payment), plus amounts paid towards mortgage principal, plus the value of any credit-eligible improvements paid by the homeowner plus/less any agreed-upon appreciation/depreciation. The calculation is further described below:
  - a. <u>Cash down payment</u>. The amount of cash paid by the homebuyer to acquire the property.
  - b. <u>Amount paid to the principal</u>. The amount of cash paid by the homebuyer that is credited to the principal on a mortgage on the property.
  - c. <u>Capital improvements</u>. The addition of livable space (bedroom, bathroom, finished basement, finished attic space, porch or deck, the addition of a garage (either attached or detached)) shall be considered a Qualified Capital Improvement. In order to receive credit for a Qualified Capital Improvement, the homebuyer must submit to the City of Concord (or leaseholder, if a community land trust), prior to commencing construction, detailed plans, itemization of expected costs and permits for the proposed construction. The City (and leaseholder, if a community land trust) may agree to the scope of the proposed construction and timeline for completion, in addition to the future affordability of the improvements for subsequent resale to qualified low-income homebuyers. Fifty percent of the value of the qualified Capital Improvements that is agreed to in advance by the City (or community land trust) shall qualify as Capital Improvement Credit.
  - d. <u>Capital Systems Replacement</u>. For the purpose of qualifying as a Capital Systems Replacement, the roof, plumbing (excluding fixtures), foundation, electrical (excluding fixtures), heating, sewer line, insulation, or windows, shall be considered Capital Systems if at least fifty percent of the Capital System is replaced and the new Capital System has an expected life-span of at least thirty years. The addition of alternative energy production system(s) shall qualify for credit under this passage. In order to receive a credit for Capital Systems Replacement, the homeowner must consult with the City of Concord (or community land trust) prior to replacing a Capital System, and an agreement must be reached between the homeowner and the City of Concord (or community land trust) regarding the scope and cost of the proposed replacement.

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

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

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

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

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

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

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

## Termination of Affordability Restrictions:

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

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

### Recapture

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

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

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

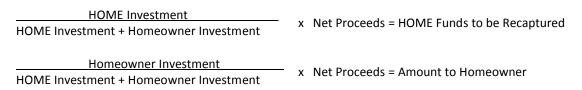
- The City of Concord will structure its recapture provisions based on its Homeownership Program design and market conditions.
- Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability),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

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

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

Recapture Options: The City of Concord can use the following options regarding the recapture of HOME funds:

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



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

36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If the HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within 42 months after project completion.

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

#### Rehabilitation Not Involving Acquisition

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

- The estimated value of the property, after rehabilitation, does not exceed 95 percent (95%) of the median purchase price for the area; and
- The housing is the principal residence of an owner whose household qualifies as a low-income family at the time HOME funds are committed to the housing. The income of all persons living in the housing must be used to determine income eligibility.
- The households with residents that are 60 years of age or older with total household incomes between 50% to 80% of the area median income will not suffer undue burdens when applying for rehabilitation assistance because the City of Concord established forgivable liens with no repayment requirements and a maximum affordability period of 15 years.
- The homeowner must be current on taxes, mortgage payments, and insurance on the property.

## Types of Ownership Interest

- Inherited Property: Inherited property with multiple owners is defined as: housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The owner-occupant may be assisted if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
- Life Estate: The person who holds the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The person holding the life estate may be assisted if the person is low-income and occupies the housing as his or her principal residence.
- A Living Trust: A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life. The person holding the living trust may be assisted if the person is low-income and occupies the housing as his or her principal residence.
- New Construction without Acquisition: Newly constructed housing that is built on property currently owned by a family that will occupy the housing upon completion. The household must qualify as low-income and the housing must be their permanent residence.

Converting Rental Units to Homeownership Units for Existing Tenants

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

## Homebuyer Program Policies

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

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

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

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

- Be at or below 80 percent (80%) of area median income;
- Qualify for a first mortgage through a lending entity approved by the City of Concord; and
- Have completed a qualified homebuyer education and counseling class, and be able to demonstrate ability to repay the loan.
- The maximum price of the purchased home cannot exceed those limits published by HUD.
- The prospective homeowner's housing costs cannot exceed 30% of their gross income and debt-to-income ratio limits must meet standard underwriting guidelines.

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

#### VI. DEVELOPMENT OR ACQUISITION OF RENTAL HOUSING

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

- a. Applicant Standards
- b. Eligible Development Costs
- c. Appraisal and Real Property Acquisition
- d. Minimum Property Standards
- e. Section 504 Barrier Removal Standards for Multifamily Housing
- f. Prevailing Wage and Labor Requirements
- g. Debarred Contractors
- h. Section 3 Economic Opportunity
- i. Affordability Period
- i. Site Control
- k. Phase 1 Environmental Site Assessment
- 1. Relocation
- m. Subsidy Layering and Underwriting Guidelines
- n. Costs Associated with the Administration of Development Projects
- o. Definition of Income
- p. Use of Combined Funders Application

Qualification as Affordable Housing: Rental Housing

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

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

Rent Limitation (High HOME Rents)

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

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

Additional Rent Limitations (Low HOME Rents)

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

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

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

Additional Rent Limitations for Single Room Occupancy (SRO) Projects

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

### Initial Rent Schedule and Utility Allowances

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

## AFFORDABILITY PERIODS

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

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

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

Subsequent Rents During the Affordability Period

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

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

**Designating HOME-Assisted Units** 

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

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

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

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

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

Maximum Incomes and Rents for HOME-Assisted Units

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

## Site and Neighborhood Standards

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

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

#### Form of HOME Investment

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

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

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

## **Project Deadlines**

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

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

#### **Tenant Protections and Selections**

- 1. Tenants must be offered written leases for a period of not less than one year, unless by mutual agreement between the tenant and the owner, a shorter time period is specified.
- 2. Lease terms must be consistent with the tenant protections set forth in the HOME Rules, 24 CFR § 92.253 (HOME Lease Addendum).
- 3. Owners of rental housing must comply with the affirmative marketing requirements pursuant to 24 CFR § 92.351(a) and (b).
- 4. The owner must adopt and follow written tenant selection policies and criteria consistent with 24 CFR§ 92.253(d).
- Project Owners must adopt written tenant selection policies and criteria. These policies and criteria must be based
  on local housing needs and priorities consistent with the City of Concord's Consolidated Plan. Selection policies
  must:
  - O Comply with the City's affirmative marketing requirements.
  - O Limit housing to very low-and low-income persons.
  - Not limit eligibility or give preference to a particular segment of the population, unless specifically authorized in the written agreement.
  - O Not exclude applicants with vouchers or TBRA.

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

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

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

- Mandatory supportive services: Lease terms that make tenant acceptance of supportive services mandatory are prohibited.
- Tenants in transitional housing may be required to accept supportive services as part of an overall program.
- Tenants must receive a 30-day written notice prior to evictions.
- Tenants must also receive a 30-day written notice prior to rent increases.

Rental assistance subsidy holders cannot be turned down for HOME-assisted housing because of the status of
the prospective tenant as a holder of such a certificate, voucher, or comparable HOME tenant-based assistance
document.

#### DISPLACEMENT, RELOCATION AND ACQUISITION

## Minimizing Displacement

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

### **Temporary Relocation**

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

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

## **Relocation Assistance for Displaced Persons**

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

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

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

Appeals: A person who disagrees with the project owner's determination concerning whether the
person qualifies as a displaced person, or the amount of relocation assistance for which the person may
be eligible, may file a written appeal of that determination with the City of Concord. A person who is
dissatisfied with the City's determination on his or her appeal may submit a written request for review
of that determination to HUD'S Columbia, SC Field Office.

## Troubled Home-Assisted Rental Housing Projects

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

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

## Recordkeeping

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

- a. Project records should include documentation to back-up rent and utility allowance calculations. If the project's HOME-assisted units are "floating," the owner should also keep records to show how HOME occupancy targets were met (for example, rental logs to show that as units were vacated or tenantsbecame over-income, HOME-assisted units were properly replaced). General rental housing records must be kept for five (5) years after the conclusion of the City of Concord's/Project Owner's period of affordability.
- b. Tenant files should include the documentation necessary to demonstrate that each HOME-assisted unit is properly occupied by an income-eligible tenant. Such documentation includes: the tenant's application, initial income verification documents, subsequent annual income recertification documents and the tenant's lease. Tenant income, rent and inspection information must be kept for the most recent five years, and until five years after the HOME affordability period.

# **Project Monitoring**

Project owners must submit information on tenant incomes and rents annually on the form provided by the City of Concord.

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

- Annually: Projects with 26 or more total units
- Every two years: Projects with 5-25 total units
- Every three years: Projects with 1-4 total units

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

### VII. TENANT-BASED RENTAL ASSISTANCE (TBRA) OVERVIEW

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

### **Eligible Activities and Costs**

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

### Ineligible Activities

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

### Subrecipient Eligibility

Eligible applicants are public housing authorities and nonprofit community-based organizations assisting households within Concord's city limits and its approved extraterritorial jurisdiction (ETJ). Applicants must have prior experience administering a tenant based rental assistance program, unless an experienced entity has agreed to mentor the applicant for the term of the contract.

## **Target Populations**

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

## Eligible Beneficiaries

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

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

### PROGRAM ADMINISTRATION AND IMPLEMENTATION

#### Tenant Selection

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

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

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

### Eligibility Verification and Documentation

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

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

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

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

### 2. Income Verification

- a. The Subrecipient must verify and document that the household income is below 50 percent of the area median income (AMI) for the area being served. Verification and documentation of income eligibility must be completed before assistance is provided.
- b. Updated income limits are published annually by the U.S. Department of Housing and Urban Development (HUD). The City of Concord will distribute updated income limits as soon as they are available, which may be prior to the date of implementation for the updated area median income. The Subrecipient must implement updated income limits in accordance with "effective by" dates as published by the HUD.
- c. Income must be counted for all household members, including non-related individuals, according to the requirements of 24 CFR 5.609.
- d. At least two months of source documentation (e.g., wage statements, interest statements, or unemployment compensation documentation) must be examined when determining household income for potential TBRA beneficiaries. A tax return is not an acceptable form of income documentation for the purposes of TBRA.

- e. The City of Concord's TBRA program uses the Section 8 definition of income, also known as the Part 5 definition, found at 24 CFR 5.609.
- f. Use of the HUD exchange CPD Income Eligibility Calculator is now the required method for Subrecipients to determine and document income eligibility. This tool can be accessed by the following link: <a href="https://www.hudexchange.info/incomecalculator/dashboard/">https://www.hudexchange.info/incomecalculator/dashboard/</a>.
  - i. Once income verification has been conducted using the CPD Income Eligibility Calculator, a hard copy of this income verification must be retained in the client file.
  - ii. Subrecipients should not record any identifying information in the CPD Income Eligibility Calculator.
  - iii. If a situation arises when the CPD Income Eligibility Calculator cannot be used to verify the income eligibility of a household, the Subrecipient must communicate with the staff of the City of Concord regarding the situation. The Subrecipient must also clearly document in the client file the reasons for not utilizing the CPD Income Eligibility Calculator.

#### TENANT INCOME ELIGIBILITY

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

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

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

#### UNIT SELECTION AND APPROVAL

### **Unit Type**

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

#### **Rent Reasonableness**

Units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. Subrecipients must document the basis of their rent reasonableness determinations, using the Rent Reasonableness Checklist and Certification form. Although documentation of three (3) comparable units is preferable, in some rural areas this may be difficult or impossible. In these cases, comparable units from neighboring communities are acceptable if the rents are similar. Documentation of fewer than three (3) units is also acceptable with a written explanation.

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

## Housing Quality Standards (HQS)

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

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

#### Lead-Based Paint

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

### 1. Evaluation

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

#### 2. Paint Stabilization

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

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

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

### 3. Communication with Residents

The Subrecipient must ensure that residents receive the following communications:

a. Lead Hazard Information Pamphlet: Prior to occupying the unit, the Subrecipient must provide the resident with the most up-to-date Protect Your Family from Lead in Your Home pamphlet. This

- document can be accessed in multiple languages at the following link: <a href="https://www.epa.gov/lead/lead-safety-documents-and-outreach-materials">https://www.epa.gov/lead/lead-safety-documents-and-outreach-materials</a>. The Subrecipient must retain in the client file documentation of receipt of this pamphlet by the resident prior to occupation of the unit, which must include a signature of acknowledgement signed by the resident.
- b. Lead Disclosure Notice: Residents must receive, from the owner, a Lead Disclosure Form notifying them of any known lead-based paint or hazards in the unit, prior to occupying the unit. The Subrecipient must retain in the client file documentation of any Lead Disclosure provided to the resident by the owner, which must include a signature of acknowledgement signed by the resident.
- c. Notice of Lead Hazard Reduction: For instances in which visual assessment and lead hazard evaluation determines a need for paint stabilization and/or abatement, and the owner has conducted paint stabilization activities, the resident must receive a Notice of Lead Hazard Reduction within 15 days of the completion of paint stabilization and clearance. The Subrecipient must retain this documentation in the client file, which must include a signature of acknowledgement signed by the resident.
- d. Notice of Lead Hazard Evaluation: Because a visual assessment is not a method of lead hazard evaluation, a notice of lead hazard evaluation is not required. However, if any lead hazard evaluation is conducted, for example in the event of a child with an Environmental Intervention Blood Lead Level (EIBLL), such a notice is required and must be posted at the applicable work site. The Subrecipient must retain all related documentation in the client file.

### 4. Child with an Elevated Blood Lead Level (EIBLL)

a. Should the Subrecipient be made aware that a child less than 6 years of age living in a dwelling unit participating in the TBRA program has been identified as having elevated blood lead levels, the Subrecipient must conduct an inspection of the dwelling unit for Lead-Based Paint risk. The Subrecipient must immediately notify the household and the owner of the unit of the results of the inspection, and the owner must conduct paint stabilization and/or abatement in compliance with the requirements of 24 CFR Part 35, Subpart M. Hazard reduction must occur within 30 calendar days of notification to the owner. The Subrecipient must retain all documentation of the EIBLL, as well as subsequent inspections, notifications, and stabilization and/or abatement in the clientfile.

## Occupancy Standards

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

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

#### Unit and Lease Approval

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

- a. Agreement to be sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- b. Treatment of property: Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the right of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law.
- c. Excusing owner from responsibility: Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. Waiver of notice: Agreement of the tenant that the owner mayinstitute a lawsuit without notice to the tenant.
- e. Waiver of legal proceedings: Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- f. Waiver of a jury trial: Agreement by the tenant to waive any right to a trial by jury.
- g. Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- h. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- i. Mandatory supportive services: Agreement by the tenant to accept supportive services that are offered.

#### Rent Standard

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

The rent study will typically be conducted in the fall to allow for the release of updated rent standards in January of each year. The City of Concord may choose to review the rent standard more frequently to assure that limits remain appropriate for the City.

#### Payment Standard

The City of Concord uses the Rent Standard for calculating the TBRA subsidy rather than using a separate payment standard. Utility allowances are deducted from the tenant portion of the monthly rent.

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

### Calculating the Subsidy

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

Use of the CPD Income Calculator is the required method for determining the household subsidy amount. This tool can be accessed by the following link: <a href="https://www.hudexchange.info/incomecalculator/dashboard/">https://www.hudexchange.info/incomecalculator/dashboard/</a>.

Documentation from the CPD Income Calculator for the determination of adjusted income and the rental assistance payment must be retained in the client file.

## **Underwriting Standards**

- Household income requires documentation of all persons living in the household over the age of 18.
- Applicants for homeownership assistance must submit, along with their application, the following minimum
  documentation that must be dated within a reasonable amount of time from the date that the application was
  completed and submitted:
  - Valid photo ID, such as driver's license, state photo ID or passport.
  - Social Security Card.
  - Two (2) months of pay stubs.
  - Last two (2) consecutive months of financial statements for all accounts.
  - Proof of any additional household income that may include, but is not limited to: social security disability (for children as well as adults), veteran's pension or disability, social security retirement, child support payments or alimony, or TANF.
  - Credit score and statement of current debts.

### Deposit Assistance

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

### a. Security Deposits:

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

## b. Utility Deposits:

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

## Access to Rent Standard Exception

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

In instances in which the City of Concord grants an exception to the rent standard for a household, the Subrecipient is not obligated to cover the additional unit cost above the rent standard. The Subrecipient must maintain policies and procedures that detail how the Subrecipient will determine if/when to bear responsibility for the additional unit cost associated with a household who is provided with a rent standard exception, and if/when the household will

be responsible for the additional unit cost above the rent standard. If the Subrecipient elects to cover the additional cost of the unit under a Rent Standard Exception, the TBRA subsidy must not reduce the household's rent and utility costs below 30% of the household's adjusted income or 10% of the household's gross income. Documentation that the City of Concord has granted a rent standard exception must be maintained in the client file.

### ANNUAL ASSISTANCE RENEWAL

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

### **Annual Eligibility Determination**

Each household's eligibility to participate in the program and its share of the rent must be confirmed annually. If a participating household's income exceeds the HUD Income Limit, the household's assistance must be ended. In order to assure that the re-examination is completed on time and that adequate notice is given to both the owner and the tenant of changes in the household's eligibility or share of the rent, the re-examination process should begin 60-90 days in advance of the household's one-year anniversary.

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

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

### Annual HQS Unit Inspection

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

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

## **Processing Requests for Rent Increases**

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

## Moves and Termination of Tenancy

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

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

- 1. <u>End of Assistance Time Period</u>: Provide notice in writing to tenant and landlord. If deposit assistance was provided at the beginning of the lease term, all returned deposits shall belong to the tenant.
- 2. <u>Property Owner Termination</u>: If a property owner terminates the tenancy through no fault of the tenant, and the tenant is still eligible for assistance, the Subrecipient will work to find another unit. Any deposit assistance received at the beginning of the original lease term that is returned to the tenant must be applied to the new unit if assistance is continued.
- 3. <u>Tenant Caused Eviction</u>: If the tenant is evicted due to breaking the lease or participating in illegal activities, the agency is under no obligation to continue to provide rental assistance. If it is determined that the tenant may continue to receive assistance and is eligible to receive their security deposit back, the returned deposit must be applied to the required deposits for the new unit.
- 4. <u>Tenant Moves</u>: Tenant moves are accommodated only in rare instances such as family size, job change, unit not meeting annual HQS standards, or other extenuating circumstances that pose a threat to the terantshealth, safety, or wellbeing as documented by a case manager. Any deposit assistance received at the beginning of the original lease term that is returned to the tenant must be applied to the new unit if assistance is continued.

Notices of moves and terminations of tenancy must be documented in writing and maintained in the tenant file. Acceptable forms of documentation include eviction letters issued by the landlord, notice of lease ending, etc. Documentation should detail why the tenant is moving or tenancy is being terminated. All types of deposits may only be provided using HOME funds twice during a 12-month period per household.

#### **Progressive Engagement**

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

## Billing and Administration

## Billing Procedures

The Subrecipient must bill the City of Concord on a monthly basis for reimbursement of allowable costs. Invoices must be submitted within 30 days of the end of the month of service. Payment will be made within 30 days of invoice approval. In order to receive reimbursement, Subrecipients must also submit the TBRA Report on a monthly basis.

Failure to submit a monthly invoice packet within a timely manner will result in a delayed or withheld payment.

The Subrecipient must submit any billing adjustments within 60 days of the end of the month of service. All end of year billings must be submitted by the Subrecipient no later than the 10<sup>th</sup> of January.

The Subrecipient must maintain records that disclose all costs allowable for reimbursement.

#### Reports

The Subrecipient is responsible for submitting required reports by the due dates on the required forms.

Report	Due Date	
Quarterly Report	Due on the 15 <sup>th</sup> of the month following the end of th	
	quarter. The Subrecipient will be notified of changes in	
	the report due date.	
TBRA Beneficiary Record	Due monthly on the 15 <sup>th</sup> of the month following	
	provision	
	of services. The Subrecipient will be notified of any	
	changes in report due date.	

## Monitoring

The City of Concord will monitor TBRA Subrecipients through data and documentation collected in periodic program reports and on-site monitoring visits. Subrecipients also will be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development.

### Performance Measures

Subrecipients must perform services defined in the Subrecipient's TBRA Program Application (as updated) for the contract period, with amendments, if any; in accordance with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments. The City of Concord reserves the right to modify the terms of the performance standards, measures, and outcomes by contract amendment at any time for the duration of the term of the contract.

### Number of Households Served

The City of Concord will regularly monitor the number of households served by the Subrecipient. If the Subrecipient falls short of serving the number of households identified in their scope of work, the City may request a written explanation for this shortfall. The City also may accept the explanation and require the Subrecipient to submit a revised Scope of Work for the remainder of the current contract, or choose to reduce any future requests for funding.

### **Fixed-Unit Projects**

If a tenant's household income increases over 80 percent (80%) of AMI at recertification, the project owner should take the following steps to maintain the correct numbers of High and Low HOME rent fixed units:

- If the income of a tenant occupying a Low HOME rent unit increases above 50 percent (50%) of AMI, but does not exceed 80 percent (80%) of AMI, that unit remains a Low HOME rent unit until a HOME-assisted unit can be substituted.
- The owner may not increase the tenant's rent above the Low HOME rent limit for as long as the unit retains

the Low HOME unit designation and is occupied by the low-income household whose income increased above 50 percent (50%) of AMI, but does not exceed 80 percent (80%) of AMI.

- When a High HOME rent unit in the property vacates, that unit must be re-designated as a Low HOME rent unit. This unit must be rented to a very low-income tenant, at no more than the Low HOME rent.
- Once the new Low HOME rent unit has been designated, the previous Low HOME rent unit that is occupied by the tenant at between 50% and 80% of AMI must be re-designated as a High HOME rent unit. At this time, the owner can increase the tenant's rent up to the High HOME rent, subject to the terms of the lease.
- If a tenant's income <u>increases above 80 percent (80%)</u> of the area median income, the unit this tenant occupies is still considered to be a HOME-assisted unit, but the tenant's rent must be adjusted as described below:
  - Over-income tenants with incomes over 80 percent (80%) of AMI in HOME- assisted "fixed" units must pay 30 percent (30%) of their adjusted income for rent and utilities. There is no rent cap for "fixed" units.
  - If the person whose income went over 80 percent (80%) of AMI was in a Low HOME unit and they elect to vacate the property, the new tenant must be at or below 50 percent (50%) of AMI and the unit must be rented at a Low HOME rent.
  - If the person whose income went over 80 percent (80%) of AMI was in a High HOME unit and they elect to vacate the property, the new tenant must be at or below 80 percent (80%) of AMI and the unit must be rented at a High HOME rent.

## Floating-Unit Projects

- The owner must use the following procedures to maintain the correct numbers of High and Low HOME rent floating units:
- The owner can draw on all the units in the property to designate High and Low HOME rent units. This means that the owner is not restricted to those units initially designated as HOME-assisted units when looking to re-designate a comparable unit as the new Low or High HOME unit.
  - At no point is the owner required to designate more HOME-assisted units than was agreed upon in the written agreement with the PJ.
  - When the income of a tenant occupying a Low HOME rent unit increases over 50 percent (50%) of AMI, but does not exceed 80 percent (80%) of AMI, the unit that is occupied by the over-income tenant is considered a Low HOME rent unit until a comparable unit can be substituted.
  - The rent of the tenant whose income has increased above 50 percent (50%) of AMI must not exceed the Low HOME rent limit while the unit has a Low HOME rent unit designation.
  - To replace the Low HOME rent unit, the owner must rent the next available High HOME-assisted unit to a very low-income tenant. The newly-designated Low HOME rent unit must be rented to a tenant whose income does not exceed the very low-income limit (50% of median), at a rent that does not exceed the Low HOME rent limit.
  - Once a new Low HOME rent unit has been designated, subject to the terms of the lease, the rent of the
    initial tenant whose income has increased may be increased to the High HOME rent for the unit. This
    process should not increase the number of assisted units.

### **Expenditures**

The City of Concord shall review the Subrecipient's expenditures as reported on the monthly TBRA invoices and compare to the Subrecipient's expenditure projections. If a Subrecipient fails to expend TBRA funds at the projected rate, The City may request that the Subrecipient submit a written explanation. The City also may accept the explanation and require an updated budget that reflects the Subrecipient's ability to spend down the grant before the end date as stated on the contract, or choose to reduce any future requests for funding.

### **Unexpended Funds**

The level of funds reduction for failure to meet performance standards, outcomes or expenditure projections shall be negotiated between the City of Concord and the Subrecipient, with the City retaining the authority to set the reduction level. Any unused funds will first be reallocated to other TBRA Subrecipients and then placed in the HOME General Fund for use in all HOME programs.

### Repayments

HOME-TBRA funds used to assist households who do not meet the eligibility requirements, or to lease units not in compliance with HOME requirements, must be repaid.

#### **Environmental Review**

Because the proposed project involves the provision of rental assistance to private landlords on behalf of tenant, it is exempt from the National Environmental Policy Act (NEPA) requirements of 24 CFR 58. There are no circumstances that require compliance with laws and authorities in 24 CFR 58.5; therefore, the project is found to be exempt pursuant to Section 58.34(a)(10). The City of Concord must certify that the proposed project is exempt from NEPA and SEPA requirements (RCW 43.21C.110).

#### VIII. APPENDIX A: GLOSSARY

Action Plan: The one-year portion of the Consolidated Plan (see below). It includes the Participating Jurisdiction's (PJ's) annual application for HOME funds.

<u>Adjusted Income</u>: Adjusted income is annual (gross) income reduced by deductions for dependents, elderly households, medical expenses, handicap assistance expenses and childcare (these are the same adjustment factors used by the Section 8 Program). Adjusted income is used in HOME to compute the actual tenant payment in TBRA programs and the low HOME rent in rental projects in which rents are based on 30% of a family's adjusted gross income.

<u>Affordability</u>: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME-assisted activity (i.e., homeownership or rental housing).

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

<u>Commitment</u>: Commitment means one of three (3) things: (1) The PJ has executed a legally-binding agreement with a State recipient, subrecipient, or contractor to use a specific amount of HOME funds to produce affordable housing or to provide tenant-based rental assistance; or (2) has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) has met the requirements to commit to a specific local project as defined below.

Commitment to a specific local project. Commitment to a specific local project means that a legally-binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the PJ (or other entity) and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. If the project is owned by the PJ or state recipient, the project must be set up in the disbursement and information system and construction must reasonably be expected to start within 12 months of the set-up date. (2) If the project consists of acquisition of standard housing by the PJ, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the PJ (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the PJ is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the PJ must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

<u>Consolidated Plan</u>: A plan prepared in accordance with the requirements set forth in 24 CFR Part 91 that describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

<u>Consortium</u>: Geographically contiguous units of general local government consolidated to be in a single unit of general local government for HOME Program purposes when certain requirements are met.

<u>Community Housing Development Organization (CHDO)</u>: A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. A participating jurisdiction must award at least 15 percent of its annual HOME allocation to CHDOs.

<u>Draw-Down</u>: The process of requesting and receiving HOME funds. PJs and authorized state recipients draw down funds from a line of credit established by HUD.

<u>Final Rule</u>: The Final HOME Rule was published at 24 CFR Part 92 on September 16, 1996 and became effective on October 16, 1996.

<u>Group Home</u>: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

<u>HOME-Assisted Units</u>: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

<u>HOME Funds</u>: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

<u>HOME Investment Trust Fund</u>: The term given to the two accounts - one at the Federal level and one at the local level - that "hold" the PJ's HOME funds. The Federal HOME Investment Trust Account is the U.S. Treasury account for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit.

Jurisdiction: A state or unit of general local government.

<u>Low-Income Families</u>: Families whose annual incomes do not exceed 80 percent of the median income for the area (adjusted for family size).

<u>Match</u>: Match is the PJ's contribution to the HOME Program -- the local, non-Federal contribution to the partnership. The PJ's match contribution must equal not less than 25 percent of the HOME funds drawn down for projects in that fiscal year.

<u>New Construction</u>: The creation of new dwelling units. Any project that includes the creation of new or additional dwelling units in an existing structure is considered new construction.

<u>Participating Jurisdiction (PJ)</u>: The term given to any state, local government or consortium that has been designated by HUD to administer a HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

<u>Program Income</u>: Gross income received by the PJ, state recipient, or a subrecipient directly generated from the use of HOME funds or matching contributions.

<u>Project</u>: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management, and financing, and are to be assisted with HOME funds, under a commitment by the owner as a single undertaking. The HOME Final Rule eliminated the requirement that all buildings fall within a four-block radius.

<u>Project completion</u>: All necessary title transfer requirements and construction work have been performed; the project complies with all HOME requirements; the final draw-down has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD.

For TBRA, project completion means the final draw-down has been disbursed for the project.

<u>Reconstruction (also rehabilitation)</u>: The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

<u>Single-Room Occupancy (SRO)</u>: Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities, if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

<u>Subrecipient</u>: A public agency or nonprofit organization selected by a PJ to administer all or a portion of the PJ's HOME Program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient.

<u>Targeting</u>: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

<u>Tenant-Based Rental Assistance (TBRA)</u>: A form of direct rental assistance in which the recipient tenant may move from a dwelling unit with a right to continued assistance. TBRA includes security and utility deposits associated with the rental of dwelling units.

<u>Very-Low-Income Families</u>: Families whose annual incomes do not exceed 50 percent of the median income for the area (adjusted for family size).

Source: Building HOME: A Home Program Primer-Training,

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



DATE: Thursday, February 09, 2023

TO: Sue Hyde, Director of Engineering FROM: Gary Stansbury, Construction Manager

SUBJECT: Infrastructure Acceptance

PROJECT NAME: Emery Apartments

PROJECT NUMBER: 2018-034

DEVELOPER: Emery Village Apartments, LLC

Buildings 1000, 2000, 3000, 4000, Community

FINAL CERTIFICATION - LOT NUMBERS: Building and Pool, Pump House

INFRASTRUCTURE TYPE: Water and Sewer

COUNCIL ACCEPTANCE DATE: Thursday, March 09, 2023 ONE-YEAR WARRANTY DATE: Saturday, March 09, 2024

Water Infrastructure	Quantity	
8-inch in LF	955.00	
8-inch Valves	2	
6-inch in LF	3.00	
6-inch Valves	1	
Hydrants	1	

Sanitary Sewer Infrastructure	Quantity
10-inch in LF	363.00
Manholes as EA	3



SUBJECT:

PROJECT NAME:

## **MEMORADUM**

DATE: Wednesday, February 01, 2023

TO: Sue Hyde, Director of Engineering

FROM: Gary Stansbury, Construction Manager

Infrastructure Acceptance

Poplar Tent Road 24-inch Water Line Main

Extension

PROJECT NUMBER: 2018-026

DEVELOPER: City of Concord - Water Resources

FINAL CERTIFICATION - LOT NUMBERS: Site INFRASTRUCTURE TYPE: Water

COUNCIL ACCEPTANCE DATE: Thursday, March 09, 2023 ONE-YEAR WARRANTY DATE: Saturday, March 09, 2024

Water Infrastructure	Quantity	
24-inch in LF	4463.00	
24-inch Valves	4	
12-inch in LF	339.00	
12-inch Valves	2	
Hydrants	3	



DATE: Wednesday, February 22, 2023
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager

SUBJECT: Infrastructure Acceptance

PROJECT NAME: Sycamore @ Christenbury Commons Aparts- PH 1

PROJECT NUMBER: 2020-062

DEVELOPER: Sycamore at Christenbury, LLC

FINAL CERTIFICATION - LOT NUMBERS: Site

INFRASTRUCTURE TYPE: Water and Sewer

COUNCIL ACCEPTANCE DATE: Thursday, March 09, 2023 ONE-YEAR WARRANTY DATE: Saturday, March 09, 2024

Water Infrastructure	Quantity	
8-inch in LF	417.00	
6-inch in LF	62.00	
Hydrants	1	

Sanitary Sewer Infrastructure	Quantity	
8-inch in LF	94.00	
Manholes as EA	2	



DATE: Thursday, February 09, 2023

TO: Sue Hyde, Director of Engineering FROM: Gary Stansbury, Construction Manager

SUBJECT: Infrastructure Acceptance
PROJECT NAME: Traffic Management Center

PROJECT NUMBER: 2014-020

DEVELOPER: City of Concord - Transportation

FINAL CERTIFICATION - LOT NUMBERS: Site INFRASTRUCTURE TYPE: Water

COUNCIL ACCEPTANCE DATE: Thursday, March 09, 2023 ONE-YEAR WARRANTY DATE: Saturday, March 09, 2024

Water Infrastructure	Quantity	
8-inch in LF	1729.00	
8-inch Valves	4	
Hydrants	3	



DATE: Thursday, February 09, 2023

TO: Sue Hyde, Director of Engineering FROM: Gary Stansbury, Construction Manager

SUBJECT: Infrastructure Acceptance

PROJECT NAME: Robert Wallace Park Public Water Ext.

PROJECT NUMBER: 2015-063

DEVELOPER: City of Concord

FINAL CERTIFICATION - LOT NUMBERS: Site INFRASTRUCTURE TYPE: Water

COUNCIL ACCEPTANCE DATE: Thursday, March 09, 2023 ONE-YEAR WARRANTY DATE: Saturday, March 09, 2024

Water Infrastructure	Quantity	
8-inch in LF	48.00	
8-inch Valves	3	
Hydrants	1	



DATE: Tuesday, February 7, 2023

TO: Sue Hyde, Director of Engineering FROM: Gary Stansbury, Construction Manager

SUBJECT: Roadway Acceptance

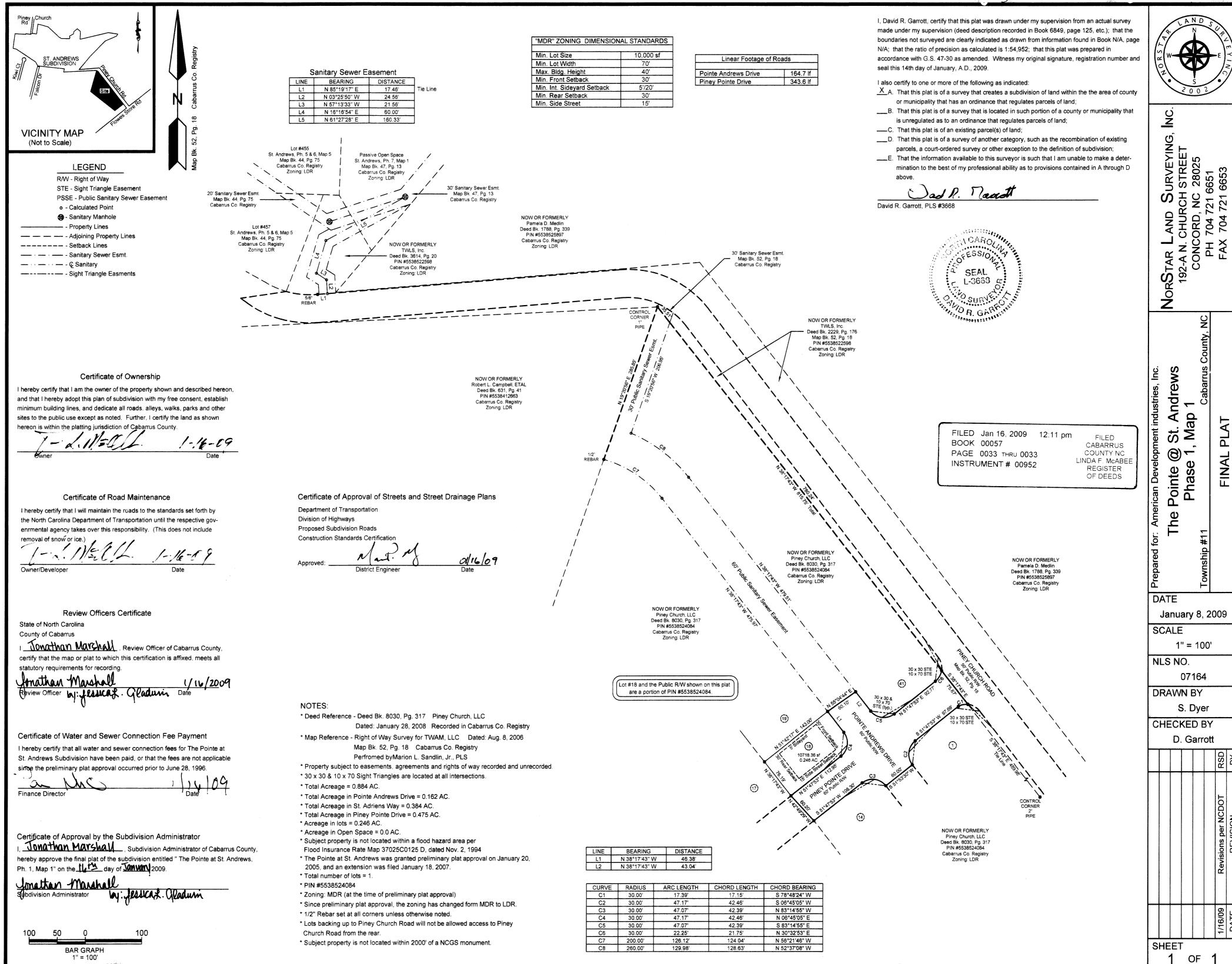
PROJECT NAME: The Pointe @ St. Andrews Subdivision

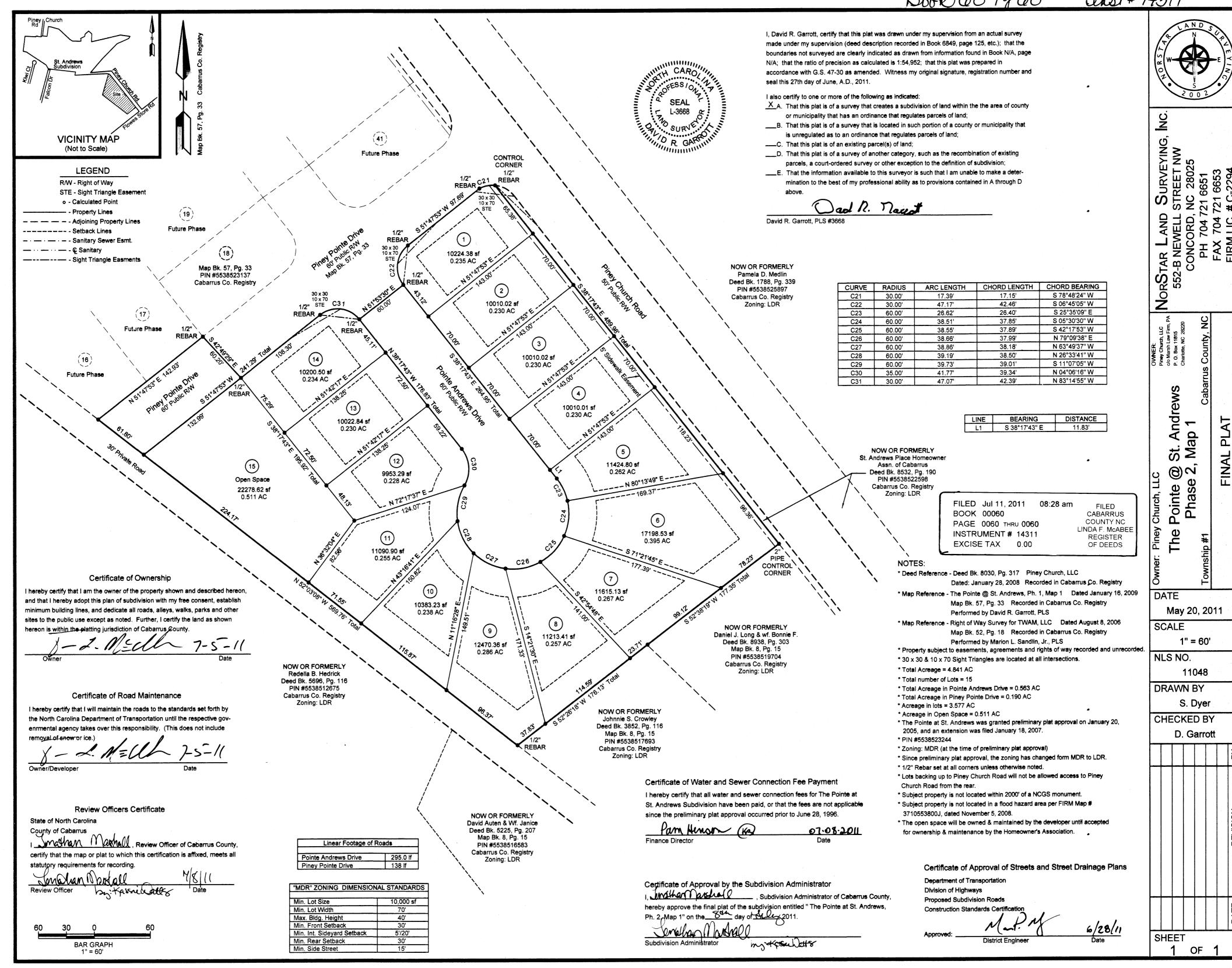
PROJECT NUMBER: 2004-108

DEVELOPER: Piney Church, LLC

COUNCIL ACCEPTANCE DATE: Thursday, March 9, 2023 ONE-YEAR WARRANTY DATE: Thursday, March 8, 2024

Street	Length in LF	ROW in FT	Plat
	Ŭ.		
Piney Point Drive	344.00	60.00	PH 1 MP 1
Pointe Andrews Drive SW	165.00	60.00	PH 1 MP 1
Pointe Andrews Drive SW	295.00	60.00	PH 2 MP 1
Piney Point Drive	138.00	60.00	PH 2 MP 1
Pointe Andrews Drive SW	621.00	60.00	PH 3 MP 1
St. Adriens Way	246.00	60.00	PH 3 MP 1
Total	1809.00		





NOW OR FORMERLY Certificate of Conformity with Plans and Specifications I, David R. Garrott, certify that this plat was drawn under my supervision from an Sewer Faseme St. Andrews Place Homeowne Map Bk. 52, Pg. 18 Assn. of Cabarrus City of Concord actual survey made under my supervision (deed description recorded in Book 6849, Deed Bk. 8532, Pg. 190 Subdivision: The Pointe @ St. Andrews, Ph. 3 page 125); that the boundaries not surveyed are clearly indicated as drawn from infor-PIN #5538522598 Streets: Pointe Andrews Drive & St. Adriens Way mation found in Book n/a, page n/a; that the ratio of precision as calculated is 1:54,952; Cabarrus Co. Registry Subdivider: Piney Church, LLC that this plat was prerared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 4th day of January, A.D., 2012. I hereby, to the best of my knowledge, and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has I also certify to one or more of the following as indicated: been checked by me ar my authorized representative and conforms with XA. That this plat is of a survey that creates a subdivision of land within the the area SEAL lines, grades, cross-sections, dimensions and material requirements which of county or municipality that has an ordinance that regulates parcels of land; 18906 are shown on and indicated in the plans which have been reviewed and \_\_\_B. That this plat is of a survey that is located in such portion of a county or municiapproved by the Concord Subdivision Administrator or the North Carolina VGINEER pality that is unregulated as to an ordinance that regulates parcels of land; Department of Transportation. —C. That this plat is of an existing parcel(s) of land; **VICINITY MAP** I also acknowledge that falsification of the above certifications may subject \_\_\_\_D. That this plat is of a survey of another category, such as the recombination of ex. (Not to Scale) 2.69' LEFT me to civil suit and/or criminal prosecution under the General Statutes, inparcels, a court-ordered survey or other exception to the definition of subdivision; cluding but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code \_\_\_E. That the information available to this surveyor is such that I am unable to make a I hereby certify that I am the owner of the property shown and described hereon, of Ordinances of the City of Concord. determination to the best of my professional ability as to provisions contained in A which is located in the subdivision jurisdiction of the City of Concord, and that I 23335.14 sf hereby submit i plan of subdivision with my free consent, establish minimum David R. Garrott, PLS #3668 building setback lines, and dedicate to public use all areas shown on this plat as Paul D. Campbe Reg. Professional Engineer #18906 easements, exc.: those specifically indicated as private, and that I will maintain all such areas until accepted by the City of Concord, and further that I hereby NORSTAR LANI 552-B NEWEL guarantee that I will correct defects or failure of improvements in such areas for a Notary Public Certificate period of one year commencing after a certificate of approval has been executed by 10437.91 sf Cabarrus County, North Carolina the city, or after final acceptance of required improvements, whichever occurs later. 0.240 AC I, R. Scott Dyer, a Notary Public for said county and state, 5' Sidewalk do hereby certify that Paul D. Campbell personally appeared (B) 1" PIPE L-3668 before me this day and acknowledged the due execution Temporary R/W 1.97' LEFT of the foregoing instrument Witness my hand and official seal this the \_\_\_\_\_\_\_ PUBLIC 10010.75 sf day of JANUAM **Notary Public Certificate** Cabarrus County, North Carolina I, R. Scott Dyer, a Notary Public for said county and state, do hereby Certificate of Final Plat Approval R. Scott Dyer, Notary Public certify that Tom L. McClellan personally appeared before me this day My commission expires 10/20/2016 I hereby certify that this plat is in compliance with the City of Concord Code and acknowledged the due execution of the foregoing instrument. of Ordinances. This final plat for The Pointe @ St. Andrews, Ph. 3, Map 1 Witness my hand and official seal this the \_\_\_\_\_\_day of 10010.01 sf 10178.13 sf Subdivision was approved by the Concord Planning & Zoning Commission/ 0.230 AC JANUARY NOW OR FORMERLY Q.du Pamela D. Medlin Deed Bk. 1788, Pa. 339 R. Scott Dyer, Notary Public **Andrews** PIN #5538525897 My commission expires 10/20/2016 10010.01 sf Cabarrus Co. Registry 10004.69 sf Zonina: LDR 0.230 AC NOW OR FORMERLY RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING CURVE **PLAT** Robert L. Campbell ETAL 30.00' 47.12' N 83°17'43" W C2 Deed Bk. 631, Pg. 41 COTT D S 28°17'29" W C3 35.00' 27.82' PIN #5538412663 35.52' S 22°05'44" W C4 60.00' 36.06 Cabarrus Co. Registry Zoning: LDR 35.42' S 56°28'57" W 10010.01 sf C5 60.00 35.96' 10010.00 sf 35.36 N 89°12'30" W 0.230 AC C6 60.00' 35.90' 35.03' N 55°05'48" W C7 35 55' 60.00' 37.00' N 20°09'56" W PUBLIC 0.90' LEFT C8 60.001 37.61' C9 60.001 33.91' 33.46' N 13°59'12" E ointe 35.00' N 47°08'17" E MAUS COUP 35.52' C10\_\_ 60.00' 10010.00 sf 35.52' N 81°18'50" E C11 60.00 36.06' 10125.94 sf 27.82' N 75°07'05" E C12 35.001 28.60' 15506.29 sf C13 30.00' 47.12' 42.43' N 06°42'17" E C14 18.55' 18.55' N 40°57'10" W 200.00' LEGEND Φ N 59°01'06" W 107.57 106.28' C15 200.00' R/W - Right of Way C11 94.42' S 63°05'33" E C16 260.00' STE - Sight Triangle Easement 10010.00 sf 54.46' S 46°37'09" E 260.00' 54.56' PSDE - Perm. Storm Drain Esmt. 10.49' S 39°27'05" E 10.49' 260.00' PSSE - Perm. Sanitary Sewer Esmt. 47.07' S 83°14'55" E C19 30.00' 42.39' C20 30.00' 22.25' 21.75' N 30°32'53" E o - Calculated Point - - Property Lines 15984.60 sf **Review Officers Certificate** DATE - - - - - - - Adjoining Property Lines 10010.00 sf CONTROL State of North Carolina ----- Setback Lines 0.230 AC CORNER November 22, 2011 10054.44 sf County of Cabarrus - · -- · - - - - Sanitary Sewer Esmt. 0.231 AC Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all SCALE .ght Triangle Esmt. - رساحت 1" = 60' 10211.15 sf statutory requirements for recording NLS NO. Roview Officer By: Collen Mon Date Date REBAR 13195.49 sf 10010.00 sf 11091 DRAWN BY 24 (22) NOTES: S. Dyer 10778.64 sf 0.247 AC \* Deed Reference - Deed Bk. 8030, Pg. 317 Piney Church, LLC REBAR 10172.72 sf 10010.00 sf Dated: January 28, 2008 Recorded in Cabarrus Co. Registry **CHECKED BY** 0.234 AC 0.230 AC \* Map Reference - The Pointe @ St. Andrews, Ph. 2, Map 1 Dated June-27, 2011 FILED D. Garrott FILED Feb 17, 2012 03:17/pm Map Bk. 60, Pg. 60 Recorded in Cabarrus Co. Registry 13377.71 sf CABARRUS BOOK 00061 Performed by David R. Garrott, PLS COUNTY NC 0.307 AC Map Bk. 60, Pg. 60 PAGE 0032 THRU 0032 LINDA F. McABEE Cabarrus Co. Registry \* Map Reference - Right of Way Survey for TWAM, LLC Dated August 8, 2006 INSTRUMENT # 03988 REGISTER Map Bk. 52, Pg. 18 Recorded in Cabarrus Co. Registry Map Bk. 57, Pg. 33 OF DEEDS EXCISE TAX \$0.00 Performed by Marion L. Sandlin, Jr., PLS REBAR Cabarrus Co. Registry \* Property subject to easements, agreements and rights of way recorded and unrecorded. Certificate of Fee Payment \* 30 x 30 & 10 x 70 Sight Triangles are located at all intersections. I hereby certify that all fees for The Pointe at St. Andrews Subdivision \* Total Acreage = 7.783 AC 10010.01 sf \* Total number of Lots = 25 have been paid, or that the fees are not applicable 0.230 AC \* Total Acreage in Pointe Andrews Drive = 0.855 AC \* Total Acreage in St. Adriens Way = 0.406 AC NOW OR FORMERLY REBAR \* Acreage in lots = 6.522 AC Redella B. Hedrick Linear Footage of Roads Deed Bk. 5696, Pg. 116 \* The Pointe at St. Andrews was granted preliminary plat approval on January 20, PIN #5538512675 10640.97 sf 2005, and an extension was filed January 18, 2007. Pointe Andrews Drive | 620.8 lf Cabarrus Co. Registry 0.244 AC Map Bk. 60, Pg. 60 \* PIN #5538522420 Certificate of Streets. Water and Sewer System St. Adriens Way 245.8 If Zoning: LDR Cabarrus Co. Registry \* Zoning: RCO Approval and Other Improvements \* Zoning was changed from MDR to RCO when it was annexed into the City of Concord. "RCO" ZONING DIMENSIONAL STANDARDS I hereby certify that all streets, public and/or private storm drainage Certificate of Acceptance of Offer of Dedication \* 1/2" Rebar set at all corners unless otherwise noted. systems, water and sewer systems and other improvements have 10,000 sf Min. Lot Size \* Lots backing up to Piney Church Road will not be allowed access to Piney I hereby certify that the City Council accepted the offers of been designed and installed, or their installation guaranteed, in an 70¹ 40¹ Min. Lot Width Church Road from the rear. dedication shown on this plat by resolution at a meeting of acceptable manner and according to specification and standards of Max. Bldg. Height CONTROL the City Council held on 10. 12 \* Subject property is not located within 2000' of a NCGS monument. Min. Front Setback 30' Concord and the State of North Carolina. CORNER \* Subject property is not located in a flood hazard area per FIRM Map # 5'/20' Min. Int. Sideyard Setback SHEET 3710553800J, dated November 5, 2008. REBAR Min. Rear Setback BAR GRAPH Min. Side Street \* Existing Impervious Area of this plat is 29,363 sf. OF 1 Director of Engineering 1" = 60'

ORD.

369,332

#### AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

	<u>Reven</u>	ues			
<b>Account</b> 680-4501400	<b>Title</b> Transfer from Capital Project	Current Budget 1,191,248	Amended Budget 1,560,580	(Decrease) Increase 369,332	
	369,332				
SECTION 4.	SECTION 4. The following amounts are appropriated for the project:				
	Expenses/Ex	<u>penditures</u>			
Account	Title	Current Budget	Amended Budget	(Decrease) Increase	
4530-5351000	) Maintenance-Buildings	421,597	790,929	369,332	

Reason: To allocate transfer from Project CARES fund to cover the purchase of security cameras.

Total

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

ORD.

# CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The project authorized is the Airport Projects.

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

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

	Reve	<u>nues</u>		
<b>Account</b> 680-4501680	<b>Title</b> Transfer from Aviation	Current Budget 459,891	Amended Budget 611,721	(Decrease) Increase 151,830
	Total			151,830

Section 4. The following amounts are appropriated for the project

Account	<u>Expenses/Ex</u> Title	Current Budget	Amended Budget	(Decrease) Increase
6302-5800726 6302-5800726	Fuel Farm	0	412.762	412.762
6302-5800451			, -	
6302-5800451 6309-5800454	GA Wayfinding/Parking	1,065,200	804,268	(260,932)
6309-5800454	North Apron Roadway	348,695	1,601,952	1,253,257
6309-5811082 6309-5811082	Future Projects	1,253,257	0	(1,253,257)
0303 3011002	Total	1,200,201	J	151,830

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

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

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

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

# CAPITAL PROJECT ORDINANCE Utility Project Reserves

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

SECTION 1. The project authorized and amended is utility project reserves.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan listing or the City's Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The Electric/Water/Wastewater Funds will serve as the funding source for the Utility Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8120-5811081	Future Electric Projects	\$8,068,293	\$5,561,248	\$(2,507,045)
8120-5987000	Transfer to Proj Fund	\$1,200,00	\$3,707,045	\$2,507,045

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

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

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

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

# CAPITAL PROJECT ORDINANCE Electric Project- Delivery #4 & 100KV Ph1

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

SECTION 1. The project authorized and amended is Delivery #4 & 100KV Ph1.

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
473-4501282	Transfer fm Util Cap Res	36,585,011	39,092,056	2,507,045
6949-5801152	Delivery #4 & 100KV Ph1	16,919,916	19,426,961	2,507,045

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

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

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

	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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

	<u>Re</u>	<u>evenues</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
100-4351000	Sale of Fixed Assets	73,819	139,319	65,500
	Tota	I		65,500

# **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4520-5558000	Bldgs & Imprv – Capital	68,800	134,300	65,500
	Total			65,500

Reason: To appropriate proceeds from the sale of fixed assets to provide additional funding to replace the solid waste cart shed cover.

Adopted this 9th day of March, 2023.

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

# CAPITAL PROJECT ORDINANCE Clubhouse Renovations

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

SECTION 1. The project authorized and amended is Clubhouse Renovations.

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

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

		Current	<b>Amended</b>	(Decrease)
Account	Title	Budget	Budget	Increase
7550-5811405	Clubhouse Renovations	\$940,000	\$1,340,000	\$400,000
475-4501650	Transfer from Golf Fund	\$0	\$399,532	\$399,532
475-4501100	Transfer frm Gen Fund	\$0	\$468	\$468

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

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

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

	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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

<u>Revenues</u>					
Account	Title	Current Budget	Amended Budget	(Decrease) Increase	
650-4406000	Retained Earnings Appr	45,430	166,271	120,841	
	Total			120,841	

# **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7501-5990001	Approp to Ret Earning	278,691	0	(278,691)
7501-5987000	Transfer to Project Fund	0	399,532	399,532
	Total			120,841

Reason: To appropriate retained earnings to fund a transfer to the golf project fund for needed improvements to the golf course property.

Adopted this 9th day of March, 2023.

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

# AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9<sup>th</sup> day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

<u>Revenues</u>					
Account	Title	Current Budget	Amended Budget	(Decrease) Increase	
292-4324250	Vehicle License-Addl \$5	400,000	0	(400,000)	
	Total			(400,000)	

# **Expenses/Expenditures**

		Current	<b>Amended</b>	(Decrease)
Account	Title	Budget	Budget	Increase
8200-5982500	Transfer to Transit Fund	400,000	0	(400,000)
	Total			(400.000)

Reason: To remove budget from fund 292. Activity previously recorded in this fund will now be recorded directly in the transit fund.

Adopted this 9th day of March, 2023.

		CITY COUNCIL CITY OF CONCORD NORTH CAROLINA
ATTEST:	Kin Danie O'r Oled	William C. Dusch, Mayor
	Kim Deason, City Clerk	VaLerie Kolczynski, City Attorney

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#### CAPITAL PROJECT ORDINANCE AMENDMENT

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

- SECTION 1. The projects authorized and amended are the projects included for CK Rider Transit System.
- SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

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

Revenues		Current	Amended	(Decrease)
Account	Title	Budget	Budget	Increase
630-4501292	Transfer fm Addtl \$5 Veh	2,761,637	2,361,637	(400,000)
630-4324250	Vehicle License-Addl \$5	0	400,000	400,000
				0

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

Exp.		Current	Amended	(Decrease)
Account	Title	Budget	Budget	Increase

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

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

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

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

# CAPITAL PROJECT ORDINANCE US601/Flowes Store Imprv

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

SECTION 1. The project authorized is <u>US601/Flowes Store Imprv.</u>

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:

# Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
423-4501100	Transfer from Gen Fund	23,458,289	23,451,896	(6,393)
				(6,393)

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

# **Expenses/Expenditures**

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8600-5811269	B Smith/Weddngn Intrscn	36,427	0	(36,427)
8600-5811257	US601/Flowe Store Imprv	2,340,343	2,349,333	8,990
8600-5811073	Future Transp Projects	5,068,479	5,089,523	21,044
				(6,393)

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

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

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

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

#### 3.4 Salary Increases

#### (E) Bilingual Increase

Employees in positions requiring proficiency in a second language are eligible for a 5% increase in base pay not to exceed the maximum rate of pay identified for the job. To function in this capacity the employee will be required to pass a proficiency test with an acceptable level of proficiency arranged by the Human Resources Department. All employees, including native speakers, are required to be tested. Testing is paid for by the City.

Bilingual pay increases are effective the pay period following the results of the proficiency test and are not retroactive. The review date is not changed as a result of this pay increase. Bilingual pay increases will be removed from an employee's salary if they cease to use this skill or move to a position that does not require bilingual skills.

If an employee receives a bilingual increase and is later promoted into a new position, which results in their hourly/biweekly pay rate being adjusted to the minimum of the salary band for the position, the bilingual increase will be reapplied to the new base pay.

# Tax Report for Fiscal Year 2022-2023

FINAL REPORT	January
Property Tax Receipts- Munis	
2022 BUDGET YEAR	12,882,248.24
2021	23,055.66
2020	4,608.59
2019	2,682.97
2018	1,741.55
	1,142.72
2017	
2016	825.60
2015	688.80
2014	688.80
2013	610.32
Prior Years	873.25
Interest	32,279.69
Refunds	
	12,951,446.19
Vehicle Tax Receipts- County	
2022 BUDGET YEAR	517,899.60
2021	,
2020	
2019	
2018	
2017	
2016	
	7.01
Prior Years	7.81
Penalty & Interest	7,415.53
Refunds	525,322.94
	020,022.04
Fire District Tax - County	
2021 BUDGET YEAR	36,934.38
Less: Collection Fee from County	
Net Ad Valorem Collections	13,513,703.51
400 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	05 047 70
423:Vehicle Tag Fee-Transportion Impr Fund	35,617.78
100:Vehicle Tag Fee	144,614.45
292:Vehicle Tag Fee-Transportion Fund Less Collection Fee - Transit	35,617.77
Net Vehicle Tag Collection	215,850.00
Ç	,
Drivillago Licanos	45.00
Privilege License	45.00
Prepaid Privilege Licenses	
Privilege License interest	45.00
Total Privilege License	45.00
Oakwaad Camata - care	6 775 00
Oakwood Cometery ondowment	6,775.00
Oakwood Cemetery endowment	- 0 646 60
Rutherford Cemetery current	2,616.68
Rutherford Cemetery endowment	1,133.32
West Concord Cometery current	4,475.00
West Concord Cemetery endowment Total Cemetery Collections	15,000.00
•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total Collections	\$ 13,744,598.51

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	5,204.95
Discovery Penalty	1,063.39
Total Amount Invoiced - Monthly	6,268.34
Total Amount Invoiced - Worlding	67,438,476.95
Total Amount invoiced - TTD	07,430,470.93
Current Voor	
Current Year	
Less Abatements (Releases)	205.20
Real	305.36
Personal	
Discovery	
Penalty - all	
•	
Total Abatements	305.36
•	305.36
Total Abatements	
Total Abatements  Adjusted Amount Invoiced - monthly	5,962.98
Total Abatements	
Total Abatements  Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD	5,962.98 67,256,267.21
Total Abatements  Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected	5,962.98 67,256,267.21 12,882,248.24
Total Abatements  Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years	5,962.98 67,256,267.21 12,882,248.24 36,918.26
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit Total Monthly Collected	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00 12,951,446.19
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit Total Monthly Collected	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00 12,951,446.19
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit Total Monthly Collected	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00 12,951,446.19
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit Total Monthly Collected Total Collected - YTD  Total Collected - net current levy -YTD	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00 12,951,446.19 66,376,732.71 65,994,184.14
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit Total Monthly Collected Total Collected - YTD	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00 12,951,446.19 66,376,732.71
Adjusted Amount Invoiced - monthly Adjusted Amount Invoiced - YTD  Current Levy Collected Levy Collected from previous years Penalties & Interest Collected Current Month Write Off - Debit/Credit Total Monthly Collected Total Collected - YTD  Total Collected - net current levy -YTD	5,962.98 67,256,267.21 12,882,248.24 36,918.26 32,279.69 0.00 12,951,446.19 66,376,732.71 65,994,184.14

1.88%

100.00%

Percentage of Uncollected - current levy

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

RELEASES	
CITY OF CONCORD	\$ 305.36
CONCORD DOWNTOWN	\$ -

REFUNDS	
CITY OF CONCORD	\$ -
CONCORD DOWNTOWN	\$ 909.92

DISCOVERIES						
CITY OF CONCORD						
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2016	0	0	0	0.0048	0.00	0.00
2017	0	0	0	0.0048	0.00	0.00
2018	0	19,550	19,550	0.0048	93.84	48.37
2019	0	64,739	64,739	0.0048	310.75	125.73
2020	0	133,510	133,510	0.0048	640.85	199.50
2021	0	380,610	380,610	0.0048	1,826.93	404.60
2022	0	485,956	485,956	0.0048	2,332.59	285.19
Total	0	1,084,365	1,084,365	Ś	5,204.95	\$ 1,063.39
DOWNTOWN						
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties
2017	0	0	0	0.0023	0.00	0.00
2018	0	0	0	0.0023	0.00	0.00
2019	0	0	0	0.0023	0.00	0.00
2020	0	0	0	0.0023	0.00	0.00
2021	0	0	0	0.0023	0.00	0.00
2022	0	0	0	0.0023	0.00	0.00
Total	0	0	0	Ş	-	\$ -

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 1/31/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BARCLAYS BKPLC 0 2/6/2023	06744GMP4	5,000,000.00	4,936,708.33	2/6/2023	4.710	1.24	10/31/2022	98.734167	6
CP MUFG BANK LTD 0 2/22/2023	62479MPN7	5,000,000.00	4,939,240.28	2/22/2023	4.565	1.24	11/17/2022	98.784806	
CP BARTON CAP SA 0 2/24/2023	06945MPQ3	5,000,000.00	4,944,577.78	2/24/2023	4.692	1.25	11/30/2022	98.891556	
CP LEXINGTON PARKER CAP CO LLC 0 3/17/2023	52953BQH9	5.000.000.00	4,959,925.00	3/17/2023	4.617	1.25	1/13/2023	99.1985	
CP CHESHAM FINANCE LLC 0 3/24/2023	16536JQQ3	5,000,000.00	4,962,305.56	3/24/2023	4.635	1.25	1/24/2023		52
CP NATL SEC CLEARNING CORP 0 3/29/2023	63763QQV2	5.000.000.00	4,953,125.00	3/29/2023	4.543	1.25	1/13/2023	99.0625	
CP LMA SA LMA AMERS LLC 0 4/5/2023	53944RR59	5,000,000.00	4,921,675.00	4/5/2023	4.897	1.24	12/9/2022	98.4335	64
CP BANCO SANTANDER SA 0 4/17/2023	05970URH3	5,000,000.00	4,951,127.78	4/17/2023	4.676	1.25	1/31/2023		
CP CREDIT AGRICOLE CIB NY 0 4/27/2023	22533URT2	5,000,000.00	4,932,688.90	4/27/2023	4.724	1.24	1/13/2023		
Sub Total / Average Commercial Paper		45,000,000.00	44,501,373.63		4.673	11.21	.,	98.892581	
FFCB Bond	1	,,	, ,						
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.26	5/18/2021	99.94	107
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.26	8/10/2020	100	
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.26	12/22/2020	100	234
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.26	11/30/2020	100	
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.26	1/19/2021	99.957	353
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.26	3/4/2021	99.8	
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.87	9/22/2021	99.94	430
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.26	8/19/2021	100	
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.26	9/11/2020	100	588
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.05	11/12/2021	99.6	629
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.26	12/10/2021	100	678
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.26	4/21/2021	100	
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.26	9/29/2020	100	972
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.26	12/22/2021	100	1,056
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.26	12/17/2020	100	1,232
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.26	9/28/2021	100	
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.26	3/30/2020	100	1,519
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.26	3/10/2021	100	1,865
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.26	3/23/2021	100	
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.26	2/16/2021	99.725	
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.25	3/24/2021	99.2	2,235
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	25.85		99.914899	941
FHLB Bond								•	•
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.26	9/29/2020	100	241
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.26	10/5/2020	99.85	
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.26	11/27/2020	100	
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.26	6/9/2021	100	
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	378
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.26	4/29/2021	100	454 479
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.26	5/28/2021	100	479
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.26	5/24/2021	100	
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.26	6/7/2021	100	
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.26	7/15/2021	100	
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.26	7/29/2021	100	545
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.26	8/28/2020	100	574

ELIL D. 4.07.4/07/0005.00	0400401410	F 000 000 00	5 000 000 00	4/07/0005	4.070	4.00	4/07/0000	400	707
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025		1.26	1/27/2022		
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.26	1/29/2021	99.98	896
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.26	1/20/2021		993
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.26	12/30/2020		1,064
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.26	1/29/2021	100	1,094
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.26	2/17/2021	99.9	1,113
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.26	3/10/2021	100	1,134
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.26	4/29/2021	100	1,184
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.26	8/28/2020	99.725	1,659
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.26	11/1/2019		2,466
Sub Total / Average FHLB Bond	0.000.00.000	105,520,000.00	, ,	7 1, 1, 2020	0.666	26.59		100.008318	809
FHLMC Bond	L	100,020,000.00	100,020,112.00		0.000	20.00		100.000010	000
FHLMC 0.25 9/8/2023	3137EAEW5	400,000.00	400,444.00	9/8/2023	0.211	0.10	11/5/2020	100.111	220
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.26	12/14/2020		317
			5,000,000.00	6/14/2024	5.050	1.26	12/14/2020		500
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00							514
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.26	6/28/2022		
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.57	9/24/2021		545
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.33	3/4/2022		743
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.26	12/21/2022		780
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.16	12/30/2022		881
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.26	6/30/2022		881
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.31	8/4/2022	92.438	902
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.35	10/6/2022	89.533	966
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.23	11/4/2022	88.468864	966
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.13	12/6/2022	90.111586	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.26	7/14/2020		
Sub Total / Average FHLMC Bond		43,006,000.00	42,562,819.72		3.141	10.73		99.061376	738
FNMA Bond		,,	,,.						
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.00	1/12/2022	99.325	191
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.26	8/17/2020		198
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.32	9/4/2020		224
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.26	10/27/2020		
						0.26			300
FNMA 0.25 11/27/2023	3135G06H1	1,040,000.00	1,039,505.82	11/27/2023	0.266		12/3/2020		300
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.31		100.087624	
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.36		100.157057	300
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.21	12/9/2022		300
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.26	12/29/2020		332
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.40	6/3/2021		370
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75		0.390	0.25	7/7/2021		518
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72		0.313	0.15		104.157119	518
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.26	8/28/2020	100	
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.45	10/6/2021	103.290765	623
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.17	11/4/2021	102.649852	623
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.26	7/19/2021	99.797	685
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	1/5/2022	101.665856	707
FNMA 0.625 4/22/2025	3135G03U5	1.360.000.00	1,268,407.71	4/22/2025	3.017	0.32	5/5/2022		812
FNMA 0.5 6/17/2025	3135G04Z3	925.000.00	861,249.00	6/17/2025		0.22	6/6/2022		868
FNMA 0.5 6/17/2025	3135G04Z3		1,271,599.52			0.32		93.157474	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025		1.26	7/14/2020		895
FNMA 0.7 7/14/2025-21 FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00			1.26	8/19/2020		
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/19/2025		1.26	8/25/2020		
FNMA 0.375 8/25/2025-22						0.21			937
	3135G05X7	920,000.00	839,132.00				9/7/2022		
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025		0.29	1/5/2023		1,011
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026		1.26	10/29/2020		
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.26	11/4/2020		1,738
Sub Total / Average FNMA Bond		76,185,000.00	75,820,975.21		0.985	19.11		99.603719	683
Local Government Investment Pool									

NCCMT LGIP	NCCMT599	82,761.81	82,761.81	N/A	4.370	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	15,398,887.39	15,398,887.39	N/A	4.370	3.88	12/31/2005	100	1
NCCMT LGIP	NCCMT271	171,886.60	171,886.60	N/A	4.370	0.04	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		15,653,535.80	15,653,535.80		4.370	3.94		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,193,148.65	10,193,148.65	N/A	4.240	2.57	3/31/2019	100	1
Sub Total / Average Money Market		10,193,148.65	10,193,148.65	•	4.240	2.57		100	1
Total / Average		398,216,684.45	396,829,527.31		1.702	100		99.679636	673

# FEDERAL GRANT PROFILE



**Department:** U.S. Department of Justice

**Agency:** Office of Community Oriented Policing Services (COPS)

# FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Program

#### **Grant Overview**

The program improves the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. Eligible applicants are all local, state, tribal, and territorial law enforcement agencies..

### **Program History**

	Total Funding	# of Awards
2022	\$7 million	50
2021	\$7,060,752	65

### **Key Information and Tips**

**Total Funding:** \$9.5 million **Award Range:** Up to \$200,000

Match: Not required

Solicitation date: February 21, 2023

Proposal due: Grants.gov - April 14, 2023

JustGrants - April 21, 2023

 Refer to the <u>LEMHWA Report to Congress</u> for ideas regarding what may assist in designing or enhancing programs in support of officer wellness and resiliency.

https://cops.usdoj.gov/lemhwa



#### **Awardee Profile**

City of Anaheim, CA

AMOUNT: \$175,000 YEAR: 2022

This project received funding to provide a mental health program for law enforcement officers.



**Department:** U.S. Department of Justice

**Agency:** Community Oriented Policing Services (COPS)

# FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Program

# **Detailed Summary**

The purpose of this program is to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs. The primary goal is to support new or enhanced programs that will that offer training and services on officer emotional and mental health, peer mentoring, suicide prevention, stress reduction, and police officer family services in state, local tribal, or territorial law enforcement agencies.

With this funding, the funding agency supports projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

- Quality-driven: projects will place an emphasis on action statements to drive promising practices and reduce variations in performance
- <u>Evidence-based:</u> projects will provide recommendations that are consistent with the weight of the best available evidence identified through systematic review
- <u>Accessible:</u> projects will provide clear language and manageable lengths that are appropriate and relevant for the law enforcement field
- Memorable: projects will encourage immediate actions or aid for the complex situations law enforcement professionals face

The primary deliverable of these awards will be the provision of training, programming, and support services focused on officer emotional and mental health, including suicide prevention efforts, peer support, clinical and family support services for the target markets. Other deliverables that document the applicants' efforts, lessons learned, and promising practices and can be shared with the broader law enforcement field are encouraged. These deliverables can be articles, conference presentations, webinars, brief reports, and other tools that benefits other law enforcement agencies.

Priority consideration will be given to projects that have activities that support <a href="Executive Order 14074">Executive Order 14074</a>:

Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public <a href="Safety">Safety</a>.

# **Applicant Eligibility**

Eligible applicants are all local, state, tribal, and territorial law enforcement agencies.



All state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to receive grant funding, either as a recipient or a subrecipient.

# **Funding**

In FY 2023, approximately \$9.5 million is available to support an estimated 47 awards of up to \$200,000 through this program. There are no stated matching requirements for this program. The project period is 24 months with a start date of October 2, 2023.

# **Contact Information**

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