

# BOARD OF COMMISSIONERS REGULAR MEETING

# February 20, 2023 6:30 PM

## MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

## CALL TO ORDER BY THE CHAIRMAN

## **PRESENTATION OF COLORS**

## INVOCATION

## A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes Pg. 4

## B. APPROVAL OF THE AGENDA

1. BOC - Changes to the Agenda Pg. 32

## C. RECOGNITIONS AND PRESENTATIONS

- 1. Human Resources Recognition of Captain Aaron Rankin on His Retirement from Cabarrus County Sheriff's Office Pg. 34
- 2. Human Resources Recognition of Lieutenant Ray Gilleland on His Retirement from Cabarrus County Sheriff's Office Pg. 35
- 3. Human Resources Recognition of Senior Deputy Lewis Burgess on His Retirement from Cabarrus County Sheriff's Office Pg. 36

## D. INFORMAL PUBLIC COMMENTS

## E. OLD BUSINESS

## F. CONSENT AGENDA

(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

- 1. Appointments Home and Community Care Block Grant Advisory Committee Pg. 37
- 2. Appointments and Removals Human Services Advisory Board Pg. 42
- 3. Appointments and Removals Juvenile Crime Prevention Council Pg. 48
- 4. Appointments and Removals Mental Health Advisory Board Pg. 57
- 5. Budget Budget Amendment to Appropriate Board Contingency Funds for Legal Fees Pg. 64
- 6. County Manager Jail Behavioral Health Services Pg. 66
- 7. County Manager U-5956 Rock Hill Church Rd/Union Cemetery Road Realignment Easement Settlement Pg. 68
- 8. CVB Mondo Track at Jay M. Robinson High School Pg. 78
- 9. DHS Budget Amendment for ERA Program Pg. 88
- 10. Finance Budget Amendment and Capital Project Ordinance Pg. 95
- 11. Finance Reimbursement Resolution Pg. 101
- 12. Infrastructure and Asset Management Stonewall Jackson Training School (SJTS) Parcels Timber Harvesting Plan Approval Pg. 105
- 13. ITS Memorandum of Agreement for the Courtroom Upgrades for Remote Proceedings Pg. 118
- 14. Legal Ad Hoc Amendment to Central Area Land Use Plan Interlocal Agreement for 2101 NC 73 HWY, Further Identified as PIN 5641-00-5282 Pg. 126
- 15. Legal Ad Hoc Amendment to Central Area Land Use Plan Interlocal Agreement for 380 Patience Drive, Further Identified as PIN 5641-00-1839 Pg. 142
- 16. Planning and Development Community Development Budget Amendment Pg. 157
- 17. Planning and Development HOME ARP Contract Pg. 160
- 18. Sheriff's Office Acceptance of Grant Funds to Support Additional Officers Pg. 271
- 19. Sheriff's Office Award of Service Weapon to Captain Aaron Rankin Upon His Retirement Pg. 275
- 20. Sheriff's Office Award of Service Weapon to Deputy Lewis Burgess Upon His Retirement Pg. 281
- 21. Sheriff's Office Award of Service Weapon to Lieutenant Ray Gilleland Upon His Retirement Pg. 287
- 22. Sheriff's Office Law Enforcement Services Agreement with Town of Harrisburg Pg. 293
- 23. Tax Administration Advertisement of 2022 Delinquent Taxes Pg. 302
- 24. Tax Administration Refund and Release Reports January 2023 Pg. 305

## G. NEW BUSINESS

1. Planning and Development - 2023-2024 Community Development Programs - Public Hearing 6:30 p.m. Pg. 317

## H. REPORTS

- 1. BOC Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees Pg. 321
- 2. BOC Request for Applications for County Boards/Committees Pg. 322

- 3. Budget Monthly Budget Amendment Report Pg. 336
- 4. Budget Monthly Financial Update Pg. 342
- 5. County Manager Monthly Building Activity Reports Pg. 348
- 6. County Manager Monthly New Development Report Pg. 356
- 7. EDC January 2023 Monthly Summary Report Pg. 367

## I. GENERAL COMMENTS BY BOARD MEMBERS

## J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

- K. CLOSED SESSION
- L. ADJOURN

## Scheduled Meetings

February 24	Board Retreat	4:00 p.m.	Cabarrus Arena
February 25	Board Retreat	8:00 a.m.	Cabarrus Arena
March 6	Work Session	4:00 p.m.	Multipurpose Room
March 20	Regular Meeting	6:30 p.m.	<b>BOC Meeting Room</b>
April 3	Work Session	4:00 p.m.	Multipurpose Room
April 13	Budget Meeting	4:00 p.m.	Multipurpose Room
April 17	<b>Regular Meeting</b>	6:30 p.m.	<b>BOC Meeting Room</b>
April 19	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

## Cabarrus County Television Broadcast Schedule Cabarrus County Board of Commissioners' Meetings

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Approval or Correction of Minutes

**SUBJECT:** Approval or Correction of Meeting Minutes

**BRIEF SUMMARY:** The following meeting minutes are provided for correction or approval:

January 3, 2023 (Work Session) January 17, 2023 (Regular Meeting)

**REQUESTED ACTION:** Motion to approve the aforementioned meeting minutes as presented.

# **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:** Lauren Linker, Clerk to the Board

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- D January 3, 2023 Work Session Minutes
- D January 17, 2023 Regular Meeting Minutes

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:30 p.m. on Tuesday, January 17, 2023.

Public access to the meeting could also be obtained through the following means:

live	broadcast	at 6:30	p.m.	on	Channel	22
http	s://www.you	utube.co	m/cab	arrı	uscounty	
http	s://www.cak	barrusco	unty.	us/d	cabcotv	

Chairman:	Stephen M. Morris
Vice Chairman:	Lynn W. Shue
Commissioners:	Christopher A. Measmer
	Barbara C. Strang
	Kenneth M. Wortman

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Rodney Harris, Deputy County Manager; Kyle Bilafer, Assistant County Manager; Kelly Sifford, Assistant County Manager; and Lauren Linker, Clerk to the Board.

Chairman Morris called the meeting to order at 6:30 p.m.

Chairman Morris recognized Youth Commission member Nattellie Anderson from Early College High School in attendance.

#### (A) APPROVAL OR CORRECTION OF MINUTES

#### (A-1) Approval or Correction of Meeting Minutes

UPON MOTION of Vice Chairman Shue, seconded by Commissioner Measmer and unanimously carried, the Board approved the minutes of October 19, 2022 (Cabarrus Summit), November 3, 2022 (Joint Meeting), November 7, 2022 (Work Session), November 21, 2022 (Regular Meeting), December 5, 2022 (Organizational Meeting), December 5, 2022 (Work Session), and December 19, 2022 (Regular Meeting) as presented.

#### (B) APPROVAL OF THE AGENDA

Chairman Morris reviewed the following changes to the agenda.

Additions: New Business G-2 BOC - Discussion of the Status of Alcohol Sales in the Unincorporated Areas in Cabarrus County

Updated: Consent Agenda Appointments - Firemen's Relief Fund Trustees F-4

F-9 County Manager - Resolution Authorizing Use of Opioid Settlement Funds

Removed: Consent Agenda Infrastructure and Asset Management - Cabarrus County Library and Active Living Center at Mt. Pleasant and Virginia Foil Park Project Update and Current Design Development Cost Estimate from Construction Manager at Risk • Direction Provided at Work Session

Infrastructure and Asset Management - Frank Liske Park Office, Restroom, Concessions, Mini-Golf Course Renovations Capital Investment Project Update • Direction Provided at Work Session

Closed Session Closed Session - Pending Litigation

Supplemental Information:

Economic Development Investment - HSREI, LLC - Public Hearing 6:30 p.m. G-1

- Project Overview
  - Grant Analysis

UPON MOTION of Commissioner Wortman, seconded by Vice Chairman Shue and unanimously carried, the Board approved the agenda as amended.

#### (C) RECOGNITIONS AND PRESENTATIONS

## (C-1) Active Living and Parks - Year of the Trail Proclamation

Byron Haigler, Active Living and Parks Assistant Director, reported the North Carolina General Assembly designated 2023 as the Year of the Trail (YOTT). He stated the purpose is to promote and celebrate the State's extensive network of trails, greenways, and park trails. In cooperation with all of the Cabarrus County Park and Recreation Departments, he advised a collaborative effort to highlight all trails, greenways, and park trails has been established. There will be one specific event in late spring that will include all departments. Additional activities and events will be scheduled throughout the year and will be on the YOTT website. Mr. Haigler then read the proclamation aloud.

**UPON MOTION** of Commissioner Strang, seconded by Commissioner Measmer and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2023-01

#### 2023 YEAR OF THE TRAIL PROCLAMATION

WHEREAS, Cabarrus County's natural beauty is critical to its residents' quality of life, health, and economic wellbeing; and

WHEREAS, the trails that span across our community are an integral part of the recreational and transportation possibilities of our area and promote an enjoyment of scenic beauty by our residents and our visitors; and

WHEREAS, the parks, greenways, trails and natural areas in our community are welcoming to all and provide a common ground for people of all ages, abilities and backgrounds to access our rich and diverse natural, cultural, and historic resources; and

WHEREAS, Cabarrus County's natural assets and resources are integral to disaster recovery and resiliency to climate change for future generations; and

WHEREAS, Cabarrus County's nature trails vary from Frank Liske Park, Camp T.N. Spencer Park, Vietnam Veterans Park, and Rob Wallace Park to the local greenways and other municipal trails and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as outdoor workshops for science education, as tools for economic revitalization, as free resources for healthy recreation, as accessible alternative transportation, and as sites for social and cultural events; and

WHEREAS, all local park and recreation agencies will collaborate to celebrate one specific day in May and highlight all other activities and events for the year and

WHEREAS, the North Carolina General Assembly designated 2023 as the Year of the Trail in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

WHEREAS, North Carolina is known as the "Great Trails State;"

NOW, THEREFORE, the Cabarrus Board of County Commissioners, do hereby proclaim 2023 as "THE YEAR OF THE TRAIL" in Cabarrus County, and commend its observance to all people.

Adopted this 17th day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

#### (C-2) Proclamation - Black History Month

Chairman Morris read the proclamation aloud.

**UPON MOTION** of Commissioner Strang, seconded by Vice Chairman Shue and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2023-02

BLACK HISTORY MONTH PROCLAMATION

WHEREAS, Black History Month is the observance of a special period to recognize the achievements and contributions of African-Americans to our county, state and nation; and

WHEREAS, this observance presents the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have played a part in the progress of our county; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, as a result of their determination, hard work, intelligence, and perseverance, African-Americans have achieved exceptional success in all aspects of society including business, education, politics, science, athletics and the arts; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Commissioners for Cabarrus County, North Carolina, do hereby recognize February 2023 as Black History Month and encourage all citizens to participate in the educational and celebratory events honoring the contributions and accomplishments of African-Americans.

ADOPTED this 17th day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

#### (D) INFORMAL COMMENTS

Chairman Morris read a summary of the Policy on Public Participation. He then opened the meeting for Informal Public Comments at 6:41 p.m. He stated each speaker would be limited to three minutes.

Jerry Anderson, resident of 144 Kennedy Avenue in Kannapolis, commented on a Department of Human Services matter.

Jeeter Anderson, resident of 144 Kennedy Avenue in Kannapolis, commented on a Department of Human Services matter.

Rich Wise, resident of 3403 Brickwood Circle in Midland, and Town of Midland Councilman, presented comments that included matters regarding the Water and Sewer Authority of Cabarrus County, Town of Midland Library and library locations.

Jim Quick, on behalf of Elizabeth Nervega, read a written comment regarding Midland's 2023 Fireworks and Fourth of July celebration at Rob Wallace Park.

There was no one else to address the Board, therefore Chairman Morris closed that portion of the meeting.

## (E) OLD BUSINESS

None.

### (F) CONSENT

### (F-1) Active Living and Parks - Carolina Thread Trail Resolution of Support

The Carolina Thread Trail (CTT) approached Cabarrus County about a possible NCDOT Trail Feasibility Study Grant Program. The grant, if awarded, will fund a trail feasibility study of Mallard Creek as it flows eastward out of Mecklenburg County into Cabarrus County, 1 1/2 miles to the confluence with Rocky River, then upstream along Rocky River to Highway 29.

The potential partnership would include Cabarrus County, Mecklenburg County, Town of Harrisburg, City of Concord, and Carolina Thread Trail. CTT is offering to lead the application process. Funding tops at \$120,000 and a match is not required.

The segment described includes the Cross-Charlotte Trail, Carolina Thread Trail, Hector Henry Greenway, and is a segment of the Great Trails State Masterplan.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the Resolution of Support for the NCDOT Trail Feasibility Study Grant.

Resolution No. 2023-01

# RESOLUTION SUPPORTING THE CATAWBA LANDS CONSERVANCY'S APPLICATION FOR A FEASIBILITY STUDY GRANT

WHEREAS, Catawba Lands Conservancy is a land trust - a nonprofit, community-based conservation organization that permanently conserves and manages land for public benefit in the Southern Piedmont of North Carolina and is the lead agency for the Carolina Thread Trail; and

WHEREAS, the Thread Trail is a 15-county, two-state initiative designed to inspire and facilitate the creation and development of a regional network of trails, blueways, and conservation corridors that will link more than 2.3 million citizens; and

WHEREAS, today, over 250 miles of trail and 90 miles of blueway are open to the public as part of the Carolina Thread Trail; and

WHEREAS, Cabarrus County supports the development of the Carolina Thread Trail; and

WHEREAS, the North Carolina Department of Transportation administers the Paved Trails and Sidewalk Feasibility Study Grant Program to improve the pipeline of multimodal projects to access state and federal funding.

NOW, THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners expresses it support for the Catawba Lands Conservancy's application to the North Carolina Department of Transportation's Paved Trails and Sidewalk Feasibility Study Grant Program for assistance related to the Carolina Thread Trail.

ADOPTED this 17<sup>th</sup> day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

Attest:

/s/ Lauren Linker Clerk to the Board

### (F-2) Active Living and Parks - Pharr Mill Road Park

Cabarrus County developed Pharr Mill Road Park on donated land with Land and Water Conservation (LWCF) and Park and Recreation Trust Fund (PARTF) Grants. The Park is on Pharr Mill Road adjacent to Canterfield Estates. The Park opened to the public in 2007. The Town of Harrisburg approached the County in 2010 and asked for transfer of ownership to them. They wanted to annex it to their Town limits and their staff maintain the Park if transferred.

Staff checked with the grant administrator for LWCF and PARTF about the transfer. Administrator at the time indicated, it was allowable however it could reflect poorly on Cabarrus County and make it hard to receive any additional LWCF or PARTF grants in an already very competitive environment. It was then decided to lease to Harrisburg for 25 years. The County and Town agreed to the lease and it was executed in August 2010. The Grants remain in Cabarrus County's name as does the property. Harrisburg Parks and Recreation Department have staffed, maintained, programmed, and performed all other aspects of operations since August 2010 at Pharr Mill Road Park.

Harrisburg has again requested ownership of the property. The current grant administrator indicated there would not be an issue with transfer of the property assuming both the Town and County are in agreement and that the Town ensures the Park will always remain a park per LWCF requirements.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board moved to pursue the transfer of Pharr Mill Road Park to the Town of Harrisburg while adhering to LWCF and PARTF transfer of grant property requirements.

(F-3) Appointments - Agricultural Advisory Board

The terms for Agricultural Advisory Board members Louis Suther, Wendy Austin-Sellers and Bob Blackwelder will end January 31, 2023. All three would like to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for each of them.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board reappointed Louis Suther, Wendy Austin-Sellers and Bob Blackwelder to the Agricultural Advisory Board for three-year terms ending January 31, 2026; including an exception to the length of service provision of the Appointment Policy for each of them.

### (F-4) Appointments - Firemen's Relief Fund Trustees

The Cabarrus County Volunteer Fire Departments have submitted the following individuals for appointments/reappointments as Firemen's Relief Fund Trustees\*:

<u>Volunteer</u> Chris Whiting	<u>Department</u> Allen
Raymond N. Blackwelder	Cold Water
Artie Craig	Flowes Store
Raheem Cruse	Georgeville
Brian Lee	Harrisburg
Darrell Page	Midland
Randall Ritchie	Mt. Mitchell
Lori Furr	Mt. Pleasant Rural
Chris Brown	North East
Jacob Williams	Odell
Marty Ritchie	Rimer

\*These appointments are exempt from the County Appointment Policy. Recommendations are submitted by each of the respective volunteer fire departments.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried the Board appointed Chris Brown (NorthEast) to the Firemen's Relief Fund Trustees for a one-year term ending January 31, 2024.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried the Board reappointed Chris Whiting (Allen), Raymond N. Blackwelder (Cold Water), Artie Craig (Flowe's Store), Raheem Cruse (Georgeville), Brian Lee (Harrisburg), Darrell Page (Midland), Randall Ritchie (Mt. Mitchell), Lori Furr (Mt. Pleasant Rural), Jacob Williams (Odell), Marty Ritchie (Rimer) to the Firemen's Relief Fund Trustees for two-year terms ending January 31, 2025.

### (F-5) Appointments - Youth Commission

The Cabarrus County Youth Commission is recommending Shanhe (Mary) Liu to be appointed to the Youth Commission as a representative from Northwest Cabarrus High School.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried the Board appointed Shanhe (Mary) Liu to the Youth Commission (Northwest Cabarrus High School) for a two-year term ending June 30, 2024.

### (F-6) Appointments and Removals - Mental Health Advisory Board

Dr. Bonnie Coyle has taken a new position with Mecklenburg County and has resigned from her position as the Cabarrus Health Alliance representative on the Mental Health Advisory Board.

Erin Shoe, Cabarrus Health Alliance Director, has submitted an application to serve on the Mental Health Advisory Board and is recommended to fill Dr. Coyle's vacant position.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board removed Dr. Bonnie Coyle from the Mental Health Advisory Board roster and thanked her for her service.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board appointed Erin Shoe to the Mental Health Advisory Board as the Cabarrus Health Alliance representative to complete an unexpired term ending December 31, 2024.

#### (F-7) Cooperative Extension - Special Programs Budget Amendment

Due to the return of popular programs, Cooperative Extension is asking to increase both revenue and expenditure line items for special programs.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the budget amendment.

Date:	1/17/2023			Amount:	3,000.00		
Dept. Head:	Tracy LeCor	mpte		Department:	Cooperative Extens	ion	
Internal <sup>*</sup>	Transfer Wi	thin Department	Transfer Between Departments/	'Funds		🗹 Sup	plemental Request
	This budget amendment is increasing both revenue and expenses to accommodate additional funding to be generated from the revival of the Cabarrus Extension Spring Plant & Herb Festival. Expected revenue is \$50 per vendor with 100 vendors to allow for the total income to be \$5000. The expense budget is increase accordingly.						
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5410-6606	Special Program Supplies	2,000.00	3,000.00		5,000.00
001	9	5410-9356	Special Program Supplies	5,000.00	3,000.00		8,000.00

### (F-8) County Manager - Behavioral Health Center Design Recommendation

The County has received \$32.5 million from the State of North Carolina to design and construct a regional behavioral health facility. On September 6, 2022, the board approved awarding the project design contract to the firm human experience. Over the past three months, County and human experience staff have analyzed two options: (1) constructing two separate facilities ("the Guilford model") with separate ownership and providers or (2) constructing a single facility with a sole owner and provider. Staff presented the final recommendation on the design approach for board approval at the work session.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the design recommendation.

### (F-9) County Manager - Resolution Authorizing Use of Opioid Settlement Funds

On November 21, 2022, the Board committed a local match of \$70,000 per year, for three years, to the Cabarrus Health Alliance to offer recovery support services through a partnership with Vital Strategies. After the three-year funding from Vital Strategies expires, the Board agreed to continue funding community-based initiatives to reduce the impact of the opioid epidemic as strategies evolve to respond to our county's needs.

Although the funding was approved, the State has since recommended adoption of a resolution each time the board appropriates settlement funds, which would be adopted with approval of this agenda item.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the resolution.

Resolution No. 2023-02

# A RESOLUTION BY THE COUNTY OF CABARRUS TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Cabarrus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Cabarrus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. <u>Budget item or resolution required.</u> Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. <u>Budget item or resolution details</u>. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Cabarrus County authorizes the expenditure of opioid settlement funds as follows:

- 1. First strategy authorized
  - a. Name of strategy: <u>Recovery Support Services</u>
  - b. Strategy is in: <u>Exhibit A</u>
  - c. Item letter and/or number: Exhibit A #3
  - d. Amounted authorized: \$210,000
  - e. Term: November 1, 2022 through October 31, 2025
  - f. Description of the program, project, or activity: Offer Peer Support to facilitate evidence-based Recovery Support Services. Our Peers have received extensive training in Wellness Recovery Action Planning (WRAP), motivational interviewing, Naloxone use, and case management. They offer referrals to MAT, lead sober living/transitional housing meetings, provide social work services, and inform and guide future programming from the lens of lived experience. They also provide employment-related support, like job search guidance, interview coaching, and resume review. Peers are based in our health department, but also provide services out in the community in sites like the jail, treatment centers, and transitional housing/sober living. By the end of the project, CHA will have served at least 1,120 unique individuals through Peer-led overdose prevention education.

g. Provider: Cabarrus Health Alliance (CHA)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$210,000.

Adopted this the 17th day of January 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman County Board of Commissioners

ATTEST:

/s/ Lauren Linker Clerk to the Board

Ordinance No. 2023-01

#### CABARRUS COUNTY OPIOID SETTLEMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Opioid Settlement. Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles-GAAP) and the budget contained herein.

Section 3. The following estimated revenues will be available for the projects:

Settlement Revenue Funds: Claim Settlement - Opioid Settle\$1,321,587 Funds TOTAL REVENUES \$1,321,587

Section 4. The following appropriations are made for expenditures related to OPIOID settlement funds:

Settlement Expenditure Funds: Miscellaneous - Unallocated \$1,111,587 Public Health Authority \$ 210,000

TOTAL EXPENDITURES \$1,321,587

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this special revenue project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Special Revenue Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- **a.** The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- C. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 17<sup>th</sup> day of January 2023.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY:/s/ Stephen M. Morris Stephen M. Morris, Chairman

ATTEST: /s/ Lauren Linker Clerk to the Board

(F-10) Finance - Transfer of Funds for 15% Fund Balance Policy

Per the County Financial and Budgetary Policies, the sum of the General Operating Fund, fund balance in excess of 15% is available to transfer and appropriate to the Community Investment Fund. A summary of the 15% Fund Balance calculation is included for review. The funds will be set aside in the Community Investment Fund for future project allocation.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the transfer of funds to the Community Investment Fund based on the 15% County Financial and Budgetary Policies.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the associated budget amendment.

Date: 1/17/2023 Amount: 19,470,532 Department: Finance - CIF Dept. Head: James Howden, Finance Internal Transfer Within Department Transfer Between Departments/Funds 1 Supplemental Request Transfer to Community Investment Fund fund balance from the General Fund in excess of 15% per the County's Financial and Budgetary Policies. Transfer adjusted for ARPA funds approved in Fiscal Year 2022 for Broadband that had not been reappropriated yet. Department/ Approved Increase Decrease Indicator **Revised Budget** Fund Account Name **Object/ Project** Budget Amount Amount 001 1960-970118 47,091,176 17,520,532 64,611,708 Contribution to Community Investment Fund 9 001 1925-94004 50,000 1,950,000 2,000,000 9 Broadband 1960-6901 Fund Balance Appropriated 19,470,532 19,470,532 001 6 100 0000-6902 AVAIL 17,520,532 17,520,532 6 Contribution from General Fund 100 9 0000-9830-AVAIL Other Improvements 17,520,532 17,520,532

### (F-11) Human Resources - Personnel Ordinance Updates: Leaves of Absence

We have several updates in the Leaves of Absence section. Due to a new internal Workers' Compensation policy, we need to make several amendments to this section of the Ordinance to ensure the two documents are in sync. Also due to recent legislative changes to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), we would like to expand the Military Leave section to include Federal Disaster Service leave.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved changes to the Personnel Ordinance.

# (F-12) Infrastructure and Asset Management - City of Concord Public Utility Easement

County staff presented a public utility easement related to the utilities under the public plaza at the Courthouse Expansion project at the work session. The City of Concord requires an easement for these utilities.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the easements and authorized the chairperson to sign.

### (F-13) Salisbury-Rowan Community Action Agency, Inc. Presentation of FY 2021-22 Application for Funding

Representatives from the Salisbury-Rowan Community Action Agency, Inc. (SRCCA) presented their FY 2021-22 Application for Funding at the work session. This agency provides services for economically disadvantaged citizens in Cabarrus and Rowan counties.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board acknowledged receipt of the SRCCA's FY 2021-22 Community Services Block Grant funding application.

#### (F-14) Soil and Water District - Request for Seed Drill Rental Fee Increase

The Cabarrus Soil and Water Conservation District Board of Supervisors discussed increasing the rental rate of the district grass drill at the December board meeting. The drill is rented on a per acre planted basis with a minimum of \$50 deposit. The District Board voted to recommend increasing the rate to \$12/ac in county and \$15/ac outside of county. This is an increase from the current rate of \$10/ac in county and \$12/ac outside of the county. The proposed increase is due to the higher cost of parts. Comparisons have been made with surrounding counties who have similar or higher rates.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the proposed fee increase for Cabarrus Soil and Water Conservation District's Seed Drill beginning March 1, 2023.

### (F-15) Tax Administration - Refund and Release Reports - December 2022

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the December 2022 Refund and Release Reports as submitted, including the NCVTS Refund Report, and granted authority to the Tax Collector to process the refunds and releases. The report is hereby incorporated into the minutes by reference and is on file with the Clerk to the Board.

#### (G) NEW BUSINESS

### (G-1) Economic Development Investment - HSREI, LLC - Public Hearing 6:30 p.m.

Samantha Grass, Cabarrus Economic Development Corporation Project Manager, presented a request for an economic development investment for (Project 1984) HSREI, LLC. Ms. Grass reported the project proposes to locate at 5301 Stowe Lane, Charlotte (Concord City limits). Ms. Grass stated the new Hendrick Motorsports Manufacturing facility will support and allow for the expansion of their existing manufacturing operations performed by Hendrick Motorsports. The 14-acre site will consist of a 155,000 square foot building that would open in 2024. The key processes in this phase are fabricated metal structures, prototyping and assembly. Other operations feeding these processes include C&C  $\,$ machining, composites and electrical. Supporting activities include engineering, quality control, business development, purchasing, production and program management. Hendrick Motorsports has invested in specializing manufacturing programs outside of the racing industry since 2019 and continues to expand its capabilities and capacities. Hendrick Motorsports Manufacturing supports a variety of commercial and government programs. Their expert manufacturing services have provided quality employment for teammates transitioning from racing work as well as new hire workforce added to support expanding requirements. They are investing to support future growth of specialized manufacturing in Concord and Cabarrus County. They plan to create 50 new jobs with average wages above our current county average wage and retain 75 existing jobs. The projected investment is estimated to be \$14.9 million in real and personal property. The Cabarrus County grant analysis is based on the \$14.9 million projected investment. Ms. Grass requested consideration of a three-year 85 percent economic development grant.

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$12,400,000	\$12,400,000	\$12,400,000
Total Assessed Value (Personal)		\$2,275,000	\$2,050,000	\$1,825,000
	\$2,500,000.00	\$2,275,000	\$2,050,000	\$1,825,000
County taxes at .74		\$108,595	\$106,930	\$105,265
Grant @ 85 %		\$92,306	\$90,891	\$89,475
Net Taxes to County		\$16,289	\$16,040	\$15,790
-			Taxes	\$ 320,790
			Grant	\$ 272,672
			Net Taxes to County	\$ 48,119

Cabarrus County Economic Development Grant Analysis

A discussion ensued. During discussion, Ms. Grass and Marshall Carlson, Hendrick Motorsports President and Chief Operating Officer, responded to questions from the Board.

Chairman Morris opened the public hearing at 6:58 p.m. The public hearing notice was posted on the County's website (<u>www.cabarruscounty.us</u>) on January 4, 2023, in accordance with Article 2, Administration, Section 2.1 (Use of

Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

Marshall Carlson, Hendrick Motorsports President and Chief Operating Officer, commented on the company's history and plans for future growth and development of business and staff.

Jim Quick, resident of 126 Spencer Avenue in Concord, commended Hendrick Motorsports for their innovation. He expressed opposition to the grant request.

There was no one else present to address the Board; therefore, Chairman Morris closed the public hearing.

Discussion continued.

Chairman Morris **MOVED** to approve an economic development agreement (3 years, 85 percent) between HSREI, LLC and Cabarrus County, and to authorize the County Manager to execute the agreement on behalf of the Board, subject to review or revision by the County Attorney. Vice Chairman Shue seconded the motion.

Following further discussion, the **MOTION** carried with Chairman Morris, Vice Chairman Shue, and Commissioner Wortman voting for and Commissioners Strang and Measmer voting against.

# (G-2) BOC - Discussion of the Status of Alcohol Sales in the Unincorporated Areas in Cabarrus County

Commissioner Wortman reported many citizens were unaware that the unincorporated areas of the County are still dry. He advised the sale of alcohol is available in the towns and cities within the county. Commissioner Wortman then read the Resolution Authorizing the Sale of Mixed Beverages in the Unincorporated Areas of Cabarrus County aloud.

Commissioner Wortman  $\ensuremath{\texttt{MOVED}}$  to approve the resolution. Vice Chairman Shue seconded the motion.

A discussion ensued. During discussion, County Attorney Richard Koch responded to questions from the Board.

Following discussion, Commissioner Wortman amended his motion to approve the resolution upon review and revisions by the County Attorney. Vice Chairman Shue seconded the amended motion and the **MOTION** unanimously carried.

Resolution No. 2023-03

RESOLUTION AUTHORIZING THE SALE OF MIXED BEVERAGES TROUGHOUT CABARRUS COUNTY

WHEREAS, N. C. Gen. Stat. § 18B-603(d1) reads as follows:

In any county in which the sale of mixed beverages has been approved in elections in at least three cities that, combined, contain more than two-thirds the total county population as of the most recent federal census, the county board of commissioners may by resolution approve the sale of mixed beverages throughout the county, and the Alcoholic Beverage Commission may issue permits as if mixed beverages had been approved in a county election; and

WHEREAS, S. L. 2021-150 (HB 890) makes it so that anywhere in the State where mixed beverages are approved, on-premises sales of malt beverages and unfortified wine and off-premises sales of malt beverages and unfortified wine are also approved automatically; and

WHEREAS, Cabarrus County voters failed to approve the sale of alcoholic beverages in the unincorporated areas of Cabarrus County in an election conducted on February 21, 1949; and

WHEREAS, all municipalities within Cabarrus County have approved the sale of mixed beverages within their jurisdictions; and

WHEREAS, the 2020 decennial federal census reported the population of Cabarrus County as 225,804 and the population portions of the municipalities contained therein as follows:

City of Concord - 105,240 City of Kannapolis - 42,846 Town of Harrisburg - 18,967 Town of Midland - 4,684 Town of Mount Pleasant - 1,674 City of Locust - 541 and;

WHEREAS, the combined population of the portions of the municipalities located in Cabarrus County is 173,952, which is more than two-thirds of the total population of Cabarrus County (two-thirds being 150,536); and

WHEREAS, the Cabarrus County Board of Commissioners intends to approve the sale of mixed beverages in the unincorporated part of the County pursuant to N. C. Gen. Stat. § 18B-603(d1).

NOW, THEREFORE, BE IT RESOLVED that the Cabarrus County Board of Commissioners approves the sale of mixed beverages in the unincorporated part of Cabarrus County, to begin February 1<sup>st</sup>, 2023.

ADOPTED this  $17^{\text{th}}$  day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chair Cabarrus County Board of Commissioners

ATTEST:

/s/ Lauren Linker Lauren Linker Clerk to the Board

#### (H) REPORTS

# (H-1) BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees

Commissioner Strang, liaison for Kannapolis City Schools (KCS), reported over the holidays there was flood damage at the McKnight School. They have filed for disaster relief funding to cover some of the interior damage. The school plans to re-open January 18th. Additionally, KCS has adjusted their new school calendar and the date for the new school year to begin is August 9, 2023.

Commissioner Strang, Youth Commission liaison, also announced the Youth Commission is planning their end-of-year banquet tentatively scheduled for April 24th; several Youth Commission members will be volunteering at the Spring Herb and Garden Festival on April 29th; and they are working on their teen summit which is tentatively scheduled on March 18th.

Commissioner Wortman, Town of Midland liaison, reported the Town is planning to expand their Fourth of July fireworks event; there will be discussion at the February work session in this regard.

Commissioner Wortman, Cabarrus County Schools (CCS) liaison, reported the CCS Board of Education is also tonight and provided a list of recipients of several awards for teachers and students.

Commissioner Measmer, Town of Harrisburg liaison, reported Mike Thevenin was appointed and sworn in to fill the vacancy on the council.

# (H-2) Board of Commissioners - Request for Applications for County Boards/Committees

Applications are being accepted for the following County Boards/Committees:

- Active Living and Parks Commission 4 Positions Expiring Soon
- Adult Care Home Community Advisory Committee 13 Vacant Positions
- Concord Planning and Zoning Commission (ETJ) 1 Vacant Position
- Harrisburg Planning and Zoning Commission (ETJ) 1 Vacant Position
- Home and Community Care Block Grant Committee 1 Vacant Position and 5 Expired Terms
- Nursing Home Community Advisory Committee 9 Vacant Positions
- Planning and Zoning Commission 2 Vacant Positions
- Region F Aging Advisory Committee 2 Vacant Positions
- Senior Centers Advisory Council 2 Expired Terms
- Transportation Advisory Board 6 Vacant Positions and 1 Expired Term
  Youth Commission 4 Vacant Positions

Chairman Morris urged citizens to consider participating on a Board or Committee.

#### (H-3) Budget - Monthly Budget Amendment Report

The Board received the monthly budget amendment report for informational purposes. No action was required of the Board.

### (H-4) Budget - Monthly Financial Update

The Board received the monthly financial update report for informational purposes. No action was required of the Board.

### (H-5) County Manager - Monthly Building Activity Reports

The Board received the Cabarrus County Construction Standards Dodge Report for December 2022 and the Cabarrus County Commercial Building Plan Review Summary for December 2022 for informational purposes. No action was required of the Board.

#### (H-6) County Manager - Monthly New Development Report

The Board received the monthly new development report for informational purposes. No action was required of the Board.

## (H-7) Economic Development Corporation - December 2022 Monthly Summary Report

The Board received the Cabarrus Economic Development Corporation (EDC) monthly report for the month of December 2022 for informational purposes. No action was required of the Board.

#### (I) GENERAL COMMENTS BY BOARD MEMBERS

Commissioner Measmer commented on the county's next tax revaluation, suggesting it be postponed until the market has stabilized.

Youth Commission member Nattellie Anderson reported the Youth Commission is encouraging youth to apply for vacant positions on the commission and to become more active in the community.

Commissioner Strang announced the Youth Commission has an Instagram page where they post their schedule and community events.

### (J) WATER AND SEWER DISTRICT OF CABARRUS COUNTY

None.

### (K) CLOSED SESSION

None.

### (L) ADJOURN

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Wortman and unanimously carried, the meeting adjourned at 7:49 p.m.

Lauren Linker, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:30 p.m. on Tuesday, January 17, 2023.

Public access to the meeting could also be obtained through the following means:

live	broadcast	at	6:30	p.m.	on	Channel	22
http:	s://www.you	ltub	e.com	n/caba	arrı	uscounty	
http	s://www.cab	barr	uscoi	unty.	us/d	cabcotv	

Present -	-	Chairman:	Stephen M. Morris
		Vice Chairman:	Lynn W. Shue
		Commissioners:	Christopher A. Measmer
			Barbara C. Strang
			Kenneth M. Wortman

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Rodney Harris, Deputy County Manager; Kyle Bilafer, Assistant County Manager; Kelly Sifford, Assistant County Manager; and Lauren Linker, Clerk to the Board.

Chairman Morris called the meeting to order at 6:30 p.m.

Chairman Morris recognized Youth Commission member Nattellie Anderson from Early College High School in attendance.

#### (A) APPROVAL OR CORRECTION OF MINUTES

#### (A-1) Approval or Correction of Meeting Minutes

UPON MOTION of Vice Chairman Shue, seconded by Commissioner Measmer and unanimously carried, the Board approved the minutes of October 19, 2022 (Cabarrus Summit), November 3, 2022 (Joint Meeting), November 7, 2022 (Work Session), November 21, 2022 (Regular Meeting), December 5, 2022 (Organizational Meeting), December 5, 2022 (Work Session), and December 19, 2022 (Regular Meeting) as presented.

#### (B) APPROVAL OF THE AGENDA

Chairman Morris reviewed the following changes to the agenda.

Additions: New Business G-2 BOC - Discussion of the Status of Alcohol Sales in the Unincorporated Areas in Cabarrus County

Updated: Consent Agenda Appointments - Firemen's Relief Fund Trustees F-4

F-9 County Manager - Resolution Authorizing Use of Opioid Settlement Funds

Removed: Consent Agenda Infrastructure and Asset Management - Cabarrus County Library and Active Living Center at Mt. Pleasant and Virginia Foil Park Project Update and Current Design Development Cost Estimate from Construction Manager at Risk • Direction Provided at Work Session

Infrastructure and Asset Management - Frank Liske Park Office, Restroom, Concessions, Mini-Golf Course Renovations Capital Investment Project Update • Direction Provided at Work Session

Closed Session Closed Session - Pending Litigation

Supplemental Information:

Economic Development Investment - HSREI, LLC - Public Hearing 6:30 p.m. G-1

- Project Overview
  - Grant Analysis

UPON MOTION of Commissioner Wortman, seconded by Vice Chairman Shue and unanimously carried, the Board approved the agenda as amended.

#### (C) RECOGNITIONS AND PRESENTATIONS

## (C-1) Active Living and Parks - Year of the Trail Proclamation

Byron Haigler, Active Living and Parks Assistant Director, reported the North Carolina General Assembly designated 2023 as the Year of the Trail (YOTT). He stated the purpose is to promote and celebrate the State's extensive network of trails, greenways, and park trails. In cooperation with all of the Cabarrus County Park and Recreation Departments, he advised a collaborative effort to highlight all trails, greenways, and park trails has been established. There will be one specific event in late spring that will include all departments. Additional activities and events will be scheduled throughout the year and will be on the YOTT website. Mr. Haigler then read the proclamation aloud.

**UPON MOTION** of Commissioner Strang, seconded by Commissioner Measmer and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2023-01

#### 2023 YEAR OF THE TRAIL PROCLAMATION

WHEREAS, Cabarrus County's natural beauty is critical to its residents' quality of life, health, and economic wellbeing; and

WHEREAS, the trails that span across our community are an integral part of the recreational and transportation possibilities of our area and promote an enjoyment of scenic beauty by our residents and our visitors; and

WHEREAS, the parks, greenways, trails and natural areas in our community are welcoming to all and provide a common ground for people of all ages, abilities and backgrounds to access our rich and diverse natural, cultural, and historic resources; and

WHEREAS, Cabarrus County's natural assets and resources are integral to disaster recovery and resiliency to climate change for future generations; and

WHEREAS, Cabarrus County's nature trails vary from Frank Liske Park, Camp T.N. Spencer Park, Vietnam Veterans Park, and Rob Wallace Park to the local greenways and other municipal trails and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as outdoor workshops for science education, as tools for economic revitalization, as free resources for healthy recreation, as accessible alternative transportation, and as sites for social and cultural events; and

WHEREAS, all local park and recreation agencies will collaborate to celebrate one specific day in May and highlight all other activities and events for the year and

WHEREAS, the North Carolina General Assembly designated 2023 as the Year of the Trail in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

WHEREAS, North Carolina is known as the "Great Trails State;"

NOW, THEREFORE, the Cabarrus Board of County Commissioners, do hereby proclaim 2023 as "THE YEAR OF THE TRAIL" in Cabarrus County, and commend its observance to all people.

Adopted this 17th day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

#### (C-2) Proclamation - Black History Month

Chairman Morris read the proclamation aloud.

**UPON MOTION** of Commissioner Strang, seconded by Vice Chairman Shue and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2023-02

BLACK HISTORY MONTH PROCLAMATION

WHEREAS, Black History Month is the observance of a special period to recognize the achievements and contributions of African-Americans to our county, state and nation; and

WHEREAS, this observance presents the special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have played a part in the progress of our county; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, as a result of their determination, hard work, intelligence, and perseverance, African-Americans have achieved exceptional success in all aspects of society including business, education, politics, science, athletics and the arts; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Commissioners for Cabarrus County, North Carolina, do hereby recognize February 2023 as Black History Month and encourage all citizens to participate in the educational and celebratory events honoring the contributions and accomplishments of African-Americans.

ADOPTED this 17th day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

#### (D) INFORMAL COMMENTS

Chairman Morris read a summary of the Policy on Public Participation. He then opened the meeting for Informal Public Comments at 6:41 p.m. He stated each speaker would be limited to three minutes.

Jerry Anderson, resident of 144 Kennedy Avenue in Kannapolis, commented on a Department of Human Services matter.

Jeeter Anderson, resident of 144 Kennedy Avenue in Kannapolis, commented on a Department of Human Services matter.

Rich Wise, resident of 3403 Brickwood Circle in Midland, and Town of Midland Councilman, presented comments that included matters regarding the Water and Sewer Authority of Cabarrus County, Town of Midland Library and library locations.

Jim Quick, on behalf of Elizabeth Nervega, read a written comment regarding Midland's 2023 Fireworks and Fourth of July celebration at Rob Wallace Park.

There was no one else to address the Board, therefore Chairman Morris closed that portion of the meeting.

## (E) OLD BUSINESS

None.

### (F) CONSENT

### (F-1) Active Living and Parks - Carolina Thread Trail Resolution of Support

The Carolina Thread Trail (CTT) approached Cabarrus County about a possible NCDOT Trail Feasibility Study Grant Program. The grant, if awarded, will fund a trail feasibility study of Mallard Creek as it flows eastward out of Mecklenburg County into Cabarrus County, 1 1/2 miles to the confluence with Rocky River, then upstream along Rocky River to Highway 29.

The potential partnership would include Cabarrus County, Mecklenburg County, Town of Harrisburg, City of Concord, and Carolina Thread Trail. CTT is offering to lead the application process. Funding tops at \$120,000 and a match is not required.

The segment described includes the Cross-Charlotte Trail, Carolina Thread Trail, Hector Henry Greenway, and is a segment of the Great Trails State Masterplan.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the Resolution of Support for the NCDOT Trail Feasibility Study Grant.

Resolution No. 2023-01

# RESOLUTION SUPPORTING THE CATAWBA LANDS CONSERVANCY'S APPLICATION FOR A FEASIBILITY STUDY GRANT

WHEREAS, Catawba Lands Conservancy is a land trust - a nonprofit, community-based conservation organization that permanently conserves and manages land for public benefit in the Southern Piedmont of North Carolina and is the lead agency for the Carolina Thread Trail; and

WHEREAS, the Thread Trail is a 15-county, two-state initiative designed to inspire and facilitate the creation and development of a regional network of trails, blueways, and conservation corridors that will link more than 2.3 million citizens; and

WHEREAS, today, over 250 miles of trail and 90 miles of blueway are open to the public as part of the Carolina Thread Trail; and

WHEREAS, Cabarrus County supports the development of the Carolina Thread Trail; and

WHEREAS, the North Carolina Department of Transportation administers the Paved Trails and Sidewalk Feasibility Study Grant Program to improve the pipeline of multimodal projects to access state and federal funding.

NOW, THEREFORE BE IT RESOLVED that the Cabarrus County Board of Commissioners expresses it support for the Catawba Lands Conservancy's application to the North Carolina Department of Transportation's Paved Trails and Sidewalk Feasibility Study Grant Program for assistance related to the Carolina Thread Trail.

ADOPTED this 17<sup>th</sup> day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

Attest:

/s/ Lauren Linker Clerk to the Board

### (F-2) Active Living and Parks - Pharr Mill Road Park

Cabarrus County developed Pharr Mill Road Park on donated land with Land and Water Conservation (LWCF) and Park and Recreation Trust Fund (PARTF) Grants. The Park is on Pharr Mill Road adjacent to Canterfield Estates. The Park opened to the public in 2007. The Town of Harrisburg approached the County in 2010 and asked for transfer of ownership to them. They wanted to annex it to their Town limits and their staff maintain the Park if transferred.

Staff checked with the grant administrator for LWCF and PARTF about the transfer. Administrator at the time indicated, it was allowable however it could reflect poorly on Cabarrus County and make it hard to receive any additional LWCF or PARTF grants in an already very competitive environment. It was then decided to lease to Harrisburg for 25 years. The County and Town agreed to the lease and it was executed in August 2010. The Grants remain in Cabarrus County's name as does the property. Harrisburg Parks and Recreation Department have staffed, maintained, programmed, and performed all other aspects of operations since August 2010 at Pharr Mill Road Park.

Harrisburg has again requested ownership of the property. The current grant administrator indicated there would not be an issue with transfer of the property assuming both the Town and County are in agreement and that the Town ensures the Park will always remain a park per LWCF requirements.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board moved to pursue the transfer of Pharr Mill Road Park to the Town of Harrisburg while adhering to LWCF and PARTF transfer of grant property requirements.

(F-3) Appointments - Agricultural Advisory Board

The terms for Agricultural Advisory Board members Louis Suther, Wendy Austin-Sellers and Bob Blackwelder will end January 31, 2023. All three would like to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for each of them.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board reappointed Louis Suther, Wendy Austin-Sellers and Bob Blackwelder to the Agricultural Advisory Board for three-year terms ending January 31, 2026; including an exception to the length of service provision of the Appointment Policy for each of them.

#### (F-4) Appointments - Firemen's Relief Fund Trustees

The Cabarrus County Volunteer Fire Departments have submitted the following individuals for appointments/reappointments as Firemen's Relief Fund Trustees\*:

<u>Volunteer</u> Chris Whiting	<u>Department</u> Allen
Raymond N. Blackwelder	Cold Water
Artie Craig	Flowes Store
Raheem Cruse	Georgeville
Brian Lee	Harrisburg
Darrell Page	Midland
Randall Ritchie	Mt. Mitchell
Lori Furr	Mt. Pleasant Rural
Chris Brown	North East
Jacob Williams	Odell
Marty Ritchie	Rimer

\*These appointments are exempt from the County Appointment Policy. Recommendations are submitted by each of the respective volunteer fire departments.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried the Board appointed Chris Brown (NorthEast) to the Firemen's Relief Fund Trustees for a one-year term ending January 31, 2024.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried the Board reappointed Chris Whiting (Allen), Raymond N. Blackwelder (Cold Water), Artie Craig (Flowe's Store), Raheem Cruse (Georgeville), Brian Lee (Harrisburg), Darrell Page (Midland), Randall Ritchie (Mt. Mitchell), Lori Furr (Mt. Pleasant Rural), Jacob Williams (Odell), Marty Ritchie (Rimer) to the Firemen's Relief Fund Trustees for two-year terms ending January 31, 2025.

### (F-5) Appointments - Youth Commission

The Cabarrus County Youth Commission is recommending Shanhe (Mary) Liu to be appointed to the Youth Commission as a representative from Northwest Cabarrus High School.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried the Board appointed Shanhe (Mary) Liu to the Youth Commission (Northwest Cabarrus High School) for a two-year term ending June 30, 2024.

#### (F-6) Appointments and Removals - Mental Health Advisory Board

Dr. Bonnie Coyle has taken a new position with Mecklenburg County and has resigned from her position as the Cabarrus Health Alliance representative on the Mental Health Advisory Board.

Erin Shoe, Cabarrus Health Alliance Director, has submitted an application to serve on the Mental Health Advisory Board and is recommended to fill Dr. Coyle's vacant position.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board removed Dr. Bonnie Coyle from the Mental Health Advisory Board roster and thanked her for her service.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board appointed Erin Shoe to the Mental Health Advisory Board as the Cabarrus Health Alliance representative to complete an unexpired term ending December 31, 2024.

#### (F-7) Cooperative Extension - Special Programs Budget Amendment

Due to the return of popular programs, Cooperative Extension is asking to increase both revenue and expenditure line items for special programs.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the budget amendment.

Date:	1/17/2023			Amount:	3,000.00		
Dept. Head:	Tracy LeCor	mpte		Department:	Cooperative Extens	ion	
Internal <sup>*</sup>	Transfer Wi	thin Department	Transfer Between Departments/	/Funds		⊡ Sup	plemental Request
	This budget amendment is increasing both revenue and expenses to accommodate additional funding to be generated from the revival of the Cabarrus Extension Spring Plant & Herb Festival. Expected revenue is \$50 per vendor with 100 vendors to allow for the total income to be \$5000. The expense budget is increase accordingly.						
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5410-6606	Special Program Supplies	2,000.00	3,000.00		5,000.00
001	9	5410-9356	Special Program Supplies	5,000.00	3,000.00		8,000.00

### (F-8) County Manager - Behavioral Health Center Design Recommendation

The County has received \$32.5 million from the State of North Carolina to design and construct a regional behavioral health facility. On September 6, 2022, the board approved awarding the project design contract to the firm human experience. Over the past three months, County and human experience staff have analyzed two options: (1) constructing two separate facilities ("the Guilford model") with separate ownership and providers or (2) constructing a single facility with a sole owner and provider. Staff presented the final recommendation on the design approach for board approval at the work session.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the design recommendation.

### (F-9) County Manager - Resolution Authorizing Use of Opioid Settlement Funds

On November 21, 2022, the Board committed a local match of \$70,000 per year, for three years, to the Cabarrus Health Alliance to offer recovery support services through a partnership with Vital Strategies. After the three-year funding from Vital Strategies expires, the Board agreed to continue funding community-based initiatives to reduce the impact of the opioid epidemic as strategies evolve to respond to our county's needs.

Although the funding was approved, the State has since recommended adoption of a resolution each time the board appropriates settlement funds, which would be adopted with approval of this agenda item.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the resolution.

Resolution No. 2023-02

# A RESOLUTION BY THE COUNTY OF CABARRUS TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Cabarrus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Cabarrus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. <u>Budget item or resolution required.</u> Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. <u>Budget item or resolution details</u>. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Cabarrus County authorizes the expenditure of opioid settlement funds as follows:

- 1. First strategy authorized
  - a. Name of strategy: <u>Recovery Support Services</u>
  - b. Strategy is in: <u>Exhibit A</u>
  - c. Item letter and/or number: Exhibit A #3
  - d. Amounted authorized: \$210,000
  - e. Term: November 1, 2022 through October 31, 2025
  - f. Description of the program, project, or activity: Offer Peer Support to facilitate evidence-based Recovery Support Services. Our Peers have received extensive training in Wellness Recovery Action Planning (WRAP), motivational interviewing, Naloxone use, and case management. They offer referrals to MAT, lead sober living/transitional housing meetings, provide social work services, and inform and guide future programming from the lens of lived experience. They also provide employment-related support, like job search guidance, interview coaching, and resume review. Peers are based in our health department, but also provide services out in the community in sites like the jail, treatment centers, and transitional housing/sober living. By the end of the project, CHA will have served at least 1,120 unique individuals through Peer-led overdose prevention education.

g. Provider: Cabarrus Health Alliance (CHA)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$210,000.

Adopted this the 17th day of January 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chairman County Board of Commissioners

ATTEST:

/s/ Lauren Linker Clerk to the Board

Ordinance No. 2023-01

#### CABARRUS COUNTY OPIOID SETTLEMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Opioid Settlement. Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles-GAAP) and the budget contained herein.

Section 3. The following estimated revenues will be available for the projects:

Settlement Revenue Funds: Claim Settlement - Opioid Settle\$1,321,587 Funds TOTAL REVENUES \$1,321,587

Section 4. The following appropriations are made for expenditures related to OPIOID settlement funds:

Settlement Expenditure Funds: Miscellaneous - Unallocated \$1,111,587 Public Health Authority \$ 210,000

TOTAL EXPENDITURES \$1,321,587

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this special revenue project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Special Revenue Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- **a.** The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- C. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 17<sup>th</sup> day of January 2023.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY:/s/ Stephen M. Morris Stephen M. Morris, Chairman

ATTEST: /s/ Lauren Linker Clerk to the Board

(F-10) Finance - Transfer of Funds for 15% Fund Balance Policy

Per the County Financial and Budgetary Policies, the sum of the General Operating Fund, fund balance in excess of 15% is available to transfer and appropriate to the Community Investment Fund. A summary of the 15% Fund Balance calculation is included for review. The funds will be set aside in the Community Investment Fund for future project allocation.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the transfer of funds to the Community Investment Fund based on the 15% County Financial and Budgetary Policies.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the associated budget amendment.

Date: 1/17/2023 Amount: 19,470,532 Department: Finance - CIF Dept. Head: James Howden, Finance Internal Transfer Within Department Transfer Between Departments/Funds 1 Supplemental Request Transfer to Community Investment Fund fund balance from the General Fund in excess of 15% per the County's Financial and Budgetary Policies. Transfer adjusted for ARPA funds approved in Fiscal Year 2022 for Broadband that had not been reappropriated yet. Department/ Approved Increase Decrease Indicator **Revised Budget** Fund Account Name **Object/ Project** Budget Amount Amount 001 1960-970118 47,091,176 17,520,532 64,611,708 Contribution to Community Investment Fund 9 001 1925-94004 50,000 1,950,000 2,000,000 9 Broadband 1960-6901 Fund Balance Appropriated 19,470,532 19,470,532 001 6 100 0000-6902 AVAIL 17,520,532 17,520,532 6 Contribution from General Fund 0000-9830-AVAIL Other Improvements 100 9 17,520,532 17,520,532

### (F-11) Human Resources - Personnel Ordinance Updates: Leaves of Absence

We have several updates in the Leaves of Absence section. Due to a new internal Workers' Compensation policy, we need to make several amendments to this section of the Ordinance to ensure the two documents are in sync. Also due to recent legislative changes to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), we would like to expand the Military Leave section to include Federal Disaster Service leave.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved changes to the Personnel Ordinance.

# (F-12) Infrastructure and Asset Management - City of Concord Public Utility Easement

County staff presented a public utility easement related to the utilities under the public plaza at the Courthouse Expansion project at the work session. The City of Concord requires an easement for these utilities.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the easements and authorized the chairperson to sign.

### (F-13) Salisbury-Rowan Community Action Agency, Inc. Presentation of FY 2021-22 Application for Funding

Representatives from the Salisbury-Rowan Community Action Agency, Inc. (SRCCA) presented their FY 2021-22 Application for Funding at the work session. This agency provides services for economically disadvantaged citizens in Cabarrus and Rowan counties.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board acknowledged receipt of the SRCCA's FY 2021-22 Community Services Block Grant funding application.

#### (F-14) Soil and Water District - Request for Seed Drill Rental Fee Increase

The Cabarrus Soil and Water Conservation District Board of Supervisors discussed increasing the rental rate of the district grass drill at the December board meeting. The drill is rented on a per acre planted basis with a minimum of \$50 deposit. The District Board voted to recommend increasing the rate to \$12/ac in county and \$15/ac outside of county. This is an increase from the current rate of \$10/ac in county and \$12/ac outside of the county. The proposed increase is due to the higher cost of parts. Comparisons have been made with surrounding counties who have similar or higher rates.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the proposed fee increase for Cabarrus Soil and Water Conservation District's Seed Drill beginning March 1, 2023.

### (F-15) Tax Administration - Refund and Release Reports - December 2022

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board approved the December 2022 Refund and Release Reports as submitted, including the NCVTS Refund Report, and granted authority to the Tax Collector to process the refunds and releases. The report is hereby incorporated into the minutes by reference and is on file with the Clerk to the Board.

#### (G) NEW BUSINESS

### (G-1) Economic Development Investment - HSREI, LLC - Public Hearing 6:30 p.m.

Samantha Grass, Cabarrus Economic Development Corporation Project Manager, presented a request for an economic development investment for (Project 1984) HSREI, LLC. Ms. Grass reported the project proposes to locate at 5301 Stowe Lane, Charlotte (Concord City limits). Ms. Grass stated the new Hendrick Motorsports Manufacturing facility will support and allow for the expansion of their existing manufacturing operations performed by Hendrick Motorsports. The 14-acre site will consist of a 155,000 square foot building that would open in 2024. The key processes in this phase are fabricated metal structures, prototyping and assembly. Other operations feeding these processes include C&C  $\,$ machining, composites and electrical. Supporting activities include engineering, quality control, business development, purchasing, production and program management. Hendrick Motorsports has invested in specializing manufacturing programs outside of the racing industry since 2019 and continues to expand its capabilities and capacities. Hendrick Motorsports Manufacturing supports a variety of commercial and government programs. Their expert manufacturing services have provided quality employment for teammates transitioning from racing work as well as new hire workforce added to support expanding requirements. They are investing to support future growth of specialized manufacturing in Concord and Cabarrus County. They plan to create 50 new jobs with average wages above our current county average wage and retain 75 existing jobs. The projected investment is estimated to be \$14.9 million in real and personal property. The Cabarrus County grant analysis is based on the \$14.9 million projected investment. Ms. Grass requested consideration of a three-year 85 percent economic development grant.

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$12,400,000	\$12,400,000	\$12,400,000
Total Assessed Value (Personal)		\$2,275,000	\$2,050,000	\$1,825,000
	\$2,500,000.00	\$2,275,000	\$2,050,000	\$1,825,000
County taxes at .74		\$108,595	\$106,930	\$105,265
Grant @ 85 %		\$92,306	\$90,891	\$89,475
Net Taxes to County		\$16,289	\$16,040	\$15,790
-			Taxes	\$ 320,790
			Grant	\$ 272,672
			Net Taxes to County	\$ 48,119

Cabarrus County Economic Development Grant Analysis

A discussion ensued. During discussion, Ms. Grass and Marshall Carlson, Hendrick Motorsports President and Chief Operating Officer, responded to questions from the Board.

Chairman Morris opened the public hearing at 6:58 p.m. The public hearing notice was posted on the County's website (<u>www.cabarruscounty.us</u>) on January 4, 2023, in accordance with Article 2, Administration, Section 2.1 (Use of

Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

Marshall Carlson, Hendrick Motorsports President and Chief Operating Officer, commented on the company's history and plans for future growth and development of business and staff.

Jim Quick, resident of 126 Spencer Avenue in Concord, commended Hendrick Motorsports for their innovation. He expressed opposition to the grant request.

There was no one else present to address the Board; therefore, Chairman Morris closed the public hearing.

Discussion continued.

Chairman Morris **MOVED** to approve an economic development agreement (3 years, 85 percent) between HSREI, LLC and Cabarrus County, and to authorize the County Manager to execute the agreement on behalf of the Board, subject to review or revision by the County Attorney. Vice Chairman Shue seconded the motion.

Following further discussion, the **MOTION** carried with Chairman Morris, Vice Chairman Shue, and Commissioner Wortman voting for and Commissioners Strang and Measmer voting against.

# (G-2) BOC - Discussion of the Status of Alcohol Sales in the Unincorporated Areas in Cabarrus County

Commissioner Wortman reported many citizens were unaware that the unincorporated areas of the County are still dry. He advised the sale of alcohol is available in the towns and cities within the county. Commissioner Wortman then read the Resolution Authorizing the Sale of Mixed Beverages in the Unincorporated Areas of Cabarrus County aloud.

Commissioner Wortman  $\ensuremath{\texttt{MOVED}}$  to approve the resolution. Vice Chairman Shue seconded the motion.

A discussion ensued. During discussion, County Attorney Richard Koch responded to questions from the Board.

Following discussion, Commissioner Wortman amended his motion to approve the resolution upon review and revisions by the County Attorney. Vice Chairman Shue seconded the amended motion and the **MOTION** unanimously carried.

Resolution No. 2023-03

RESOLUTION AUTHORIZING THE SALE OF MIXED BEVERAGES TROUGHOUT CABARRUS COUNTY

WHEREAS, N. C. Gen. Stat. § 18B-603(d1) reads as follows:

In any county in which the sale of mixed beverages has been approved in elections in at least three cities that, combined, contain more than two-thirds the total county population as of the most recent federal census, the county board of commissioners may by resolution approve the sale of mixed beverages throughout the county, and the Alcoholic Beverage Commission may issue permits as if mixed beverages had been approved in a county election; and

WHEREAS, S. L. 2021-150 (HB 890) makes it so that anywhere in the State where mixed beverages are approved, on-premises sales of malt beverages and unfortified wine and off-premises sales of malt beverages and unfortified wine are also approved automatically; and

WHEREAS, Cabarrus County voters failed to approve the sale of alcoholic beverages in the unincorporated areas of Cabarrus County in an election conducted on February 21, 1949; and

WHEREAS, all municipalities within Cabarrus County have approved the sale of mixed beverages within their jurisdictions; and

WHEREAS, the 2020 decennial federal census reported the population of Cabarrus County as 225,804 and the population portions of the municipalities contained therein as follows:

City of Concord - 105,240 City of Kannapolis - 42,846 Town of Harrisburg - 18,967 Town of Midland - 4,684 Town of Mount Pleasant - 1,674 City of Locust - 541 and;

WHEREAS, the combined population of the portions of the municipalities located in Cabarrus County is 173,952, which is more than two-thirds of the total population of Cabarrus County (two-thirds being 150,536); and

WHEREAS, the Cabarrus County Board of Commissioners intends to approve the sale of mixed beverages in the unincorporated part of the County pursuant to N. C. Gen. Stat. § 18B-603(d1).

NOW, THEREFORE, BE IT RESOLVED that the Cabarrus County Board of Commissioners approves the sale of mixed beverages in the unincorporated part of Cabarrus County, to begin February 1<sup>st</sup>, 2023.

ADOPTED this  $17^{\text{th}}$  day of January, 2023.

/s/ Stephen M. Morris Stephen M. Morris, Chair Cabarrus County Board of Commissioners

ATTEST:

/s/ Lauren Linker Lauren Linker Clerk to the Board

#### (H) REPORTS

# (H-1) BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees

Commissioner Strang, liaison for Kannapolis City Schools (KCS), reported over the holidays there was flood damage at the McKnight School. They have filed for disaster relief funding to cover some of the interior damage. The school plans to re-open January 18th. Additionally, KCS has adjusted their new school calendar and the date for the new school year to begin is August 9, 2023.

Commissioner Strang, Youth Commission liaison, also announced the Youth Commission is planning their end-of-year banquet tentatively scheduled for April 24th; several Youth Commission members will be volunteering at the Spring Herb and Garden Festival on April 29th; and they are working on their teen summit which is tentatively scheduled on March 18th.

Commissioner Wortman, Town of Midland liaison, reported the Town is planning to expand their Fourth of July fireworks event; there will be discussion at the February work session in this regard.

Commissioner Wortman, Cabarrus County Schools (CCS) liaison, reported the CCS Board of Education is also tonight and provided a list of recipients of several awards for teachers and students.

Commissioner Measmer, Town of Harrisburg liaison, reported Mike Thevenin was appointed and sworn in to fill the vacancy on the council.

# (H-2) Board of Commissioners - Request for Applications for County Boards/Committees

Applications are being accepted for the following County Boards/Committees:

- Active Living and Parks Commission 4 Positions Expiring Soon
- Adult Care Home Community Advisory Committee 13 Vacant Positions
- Concord Planning and Zoning Commission (ETJ) 1 Vacant Position
- Harrisburg Planning and Zoning Commission (ETJ) 1 Vacant Position
- Home and Community Care Block Grant Committee 1 Vacant Position and 5 Expired Terms
- Nursing Home Community Advisory Committee 9 Vacant Positions
- Planning and Zoning Commission 2 Vacant Positions
- Region F Aging Advisory Committee 2 Vacant Positions
- Senior Centers Advisory Council 2 Expired Terms
- Transportation Advisory Board 6 Vacant Positions and 1 Expired Term
  Youth Commission 4 Vacant Positions

Chairman Morris urged citizens to consider participating on a Board or Committee.

#### (H-3) Budget - Monthly Budget Amendment Report

The Board received the monthly budget amendment report for informational purposes. No action was required of the Board.

### (H-4) Budget - Monthly Financial Update

The Board received the monthly financial update report for informational purposes. No action was required of the Board.

### (H-5) County Manager - Monthly Building Activity Reports

The Board received the Cabarrus County Construction Standards Dodge Report for December 2022 and the Cabarrus County Commercial Building Plan Review Summary for December 2022 for informational purposes. No action was required of the Board.

#### (H-6) County Manager - Monthly New Development Report

The Board received the monthly new development report for informational purposes. No action was required of the Board.

## (H-7) Economic Development Corporation - December 2022 Monthly Summary Report

The Board received the Cabarrus Economic Development Corporation (EDC) monthly report for the month of December 2022 for informational purposes. No action was required of the Board.

#### (I) GENERAL COMMENTS BY BOARD MEMBERS

Commissioner Measmer commented on the county's next tax revaluation, suggesting it be postponed until the market has stabilized.

Youth Commission member Nattellie Anderson reported the Youth Commission is encouraging youth to apply for vacant positions on the commission and to become more active in the community.

Commissioner Strang announced the Youth Commission has an Instagram page where they post their schedule and community events.

### (J) WATER AND SEWER DISTRICT OF CABARRUS COUNTY

None.

### (K) CLOSED SESSION

None.

### (L) ADJOURN

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Wortman and unanimously carried, the meeting adjourned at 7:49 p.m.

Lauren Linker, Clerk to the Board



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Approval of the Agenda

**SUBJECT:** BOC - Changes to the Agenda

**BRIEF SUMMARY:** A list of changes to the agenda is attached.

**REQUESTED ACTION:** Motion to approve the agenda as amended.

**EXPECTED LENGTH OF PRESENTATION:** 1 Minute

SUBMITTED BY: Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED: No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

## ATTACHMENTS:

Changes to the Agenda



## CABARRUS COUNTY BOARD OF COMMISSIONERS CHANGES TO THE AGENDA FEBRUARY 20, 2023

UPDATED:

Consent Agenda F-8 CVB - Mondo Track at Jay M. Robinson High School



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

**Recognitions and Presentations** 

## SUBJECT:

Human Resources - Recognition of Captain Aaron Rankin on His Retirement from Cabarrus County Sheriff's Office

## **BRIEF SUMMARY:**

After 29 years of service to Cabarrus County and its citizens, Captain Aaron Rankin will retire March 1, 2023, from the Cabarrus County Sheriff Department.

## **REQUESTED ACTION:**

Recognize Captain Aaron Rankin for his many years of dedicated service to Cabarrus County and its citizens.

## **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

## SUBMITTED BY:

Lundee Covington, Human Resources Director Sheriff Van Shaw

## **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.



# BOARD OF COMMISSIONERS REGULAR MEETING

# February 20, 2023 6:30 PM

# AGENDA CATEGORY:

**Recognitions and Presentations** 

## SUBJECT:

Human Resources - Recognition of Lieutenant Ray Gilleland on His Retirement from Cabarrus County Sheriff's Office

## **BRIEF SUMMARY:**

After 29 years of service to Cabarrus County and its citizens, Lieutenant Ray Gilleland will retire on April 1, 2023, from the Cabarrus County Sheriff Department.

## **REQUESTED ACTION:**

Recognize Lieutenant Ray Gilleland for his many years of dedicated service to Cabarrus County and its citizens.

## **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

## SUBMITTED BY:

Lundee Covington, Human Resources Director Sheriff Van Shaw

## **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

**Recognitions and Presentations** 

## SUBJECT:

Human Resources - Recognition of Senior Deputy Lewis Burgess on His Retirement from Cabarrus County Sheriff's Office

## **BRIEF SUMMARY:**

After 25 years of service to Cabarrus County and its citizens, Senior Deputy Lewis Burgess will retire March 1, 2023, from the Cabarrus County Sheriff Department.

## **REQUESTED ACTION:**

Recognize Senior Deputy Lewis Burgess for his many years of dedicated service to Cabarrus County and its citizens

## **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

## SUBMITTED BY:

Lundee Covington, Human Resources Director Sheriff Van Shaw

## **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

#### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Appointments - Home and Community Care Block Grant Advisory Committee

#### **BRIEF SUMMARY:**

The terms for Home and Community Care Block Grant (HCCBG) Advisory Committee members Scott Barringer, Helen McInnis, Evelyn Miller, James Polk, and Katie Kutcher ended on December 31, 2022. All five members have agreed to be reappointed to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for Mr. Polk, Mr. Barringer, Ms. Miller, and Ms. Kutcher. Ms. McInnis also serves on the Board of Equalization and Review and Adult Care Home Community Advisory Committee and Mr. Polk serves on the Transportation Advisory Board. An exception to the service on multiple boards provision of the Appointment Policy will be needed for them.

#### **REQUESTED ACTION:**

Motion to reappoint Scott Barringer, Helen McInnis, Evelyn Miller, James Polk, and Katie Kutcher to the Home and Community Care Block Grant (HCCBG) Advisory Committee for three-year terms ending December 31, 2025; including an exception to the length of service provision of the Appointment Policy for Mr. Polk, Mr. Barringer, Ms. Miller and Ms. Kutcher and an exception to the service on multiple boards provision of the Appointment Policy for Ms. McInnis and Mr. Polk.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Anthony Hodges, HCCBG Lead Agency Representative

### **BUDGET AMENDMENT REQUIRED:**

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

- n Roster
- Applications on File

#### HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

MEMBER	AGENCY REPRESENTED	TERM OF APPO	INTMENT
Larry Belk P.O. Box 707 Concord, NC 28026	Human Services/Designee Transportation	APPOINTMENT :	06/17/13
Anthony Hodges 1303 S Cannon Blvd. Kannapolis, NC 28083	Human Services/Designee Older Adults	APPOINTMENT :	06/17/13
Cindy Hall 1303 S Cannon Blvd. Kannapolis, NC 28083	Human Services/Designee Disabled Adults	APPOINTMENT :	03/19/18
Ian Sweeney P. O. Box 707 Concord, NC 28026	ALP Director/Designee	APPOINTMENT :	09/19/22<
Kelly Sifford P.O. Box 707 Concord, NC 28026	P&Z Director/Designee	APPOINTMENT :	06/17/13
Kimberly Strong 1701 S Main St. Kannapolis NC 28081	Cabarrus Meals on Wheels Director/Designee	APPOINTMENT :	06/17/13
Millicent Malit 3178 Helmsley Court Concord, NC 28027	At-large	APPOINTMENT: TERM EXPIRING:	02/21/22 12/31/24
Vacant	<b>At-large</b>	APPOINTMENT: TERM EXPIRING:	
Helen McInnis	At-large	APPOINTMENT:	01/21/20
5517 Hammermill Drive Harrisburg, NC 28075	ne large	REAPPOINTMENT: TERM EXPIRING:	12/31/22
mattisburg, NC 20075		TERM EAFINING:	-2/ 31/ 22
James Polk 224 Deal Street SE Concord, NC 28025	At-large	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	06/17/13 12/19/16 01/21/20 12/31/22
Scott Barringer 1409 North Main Street Mt. Pleasant, NC 28124	At-large	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	06/17/13 12/19/16 01/21/20 12/31/22

Evelyn Miller	At-large	APPOINTMENT :	01/17/16	
7334 Mt. Olive Road		<b>REAPPOINTMENT:</b>	01/21/20	
Concord, NC 28025		TERM EXPIRING:	12/31/22	
Andrea Black	At-large	<b>APPOINTMENT:</b>	05/20/19	
2434 Galena Court	5	REAPPOINTMENT :	02/21/22	
Kannapolis, NC 28083		TERM EXPIRING:	12/31/24	
,			,,	
Barbara Strang	Commissioner	<b>APPOINTMENT:</b>	12/19/22	
P.O. Box 707	<b>Ex-Officio</b>			
Concord, NC 28026		TERM EXPIRING:	12/31/23	
Katie Kutcher	Centralina Area Agency on	APPOINTMENT:	12/19/16	
10735 David Taylor Drive	Aging Ex-Officio	<b>REAPPOINTMENT:</b>	01/21/20	
Charlotte, NC 28262		TERM EXPIRING:	12/31/22	
			//	

Note: New Rules of Operation for the Cabarrus County Home and Community Care Block Grant (HCCBG) Advisory Committee were adopted by the Board in January 22, 2013 to be effective July 1, 2013. Agency representative appointments are perpetual.

\*Betty Babb's appointment was extended on June 17, 2013 to align with staggering terms per the new rules of operation.

\*\*Exception to the "multiple service" provision of the Appointment Policy was granted.

^Exception to the "length of service" provision of the Appointment Policy was granted.

<Exception to the "residency" provision of the Appointment Policy was granted.

#### Home and Community Care Block Grant Advisory Committee Applications on File January 17, 2023

Scott Barringer*	Current member	1409 North Main Street	Mt. Pleasant, NC 28124
Rose Feagins		121 Danlow Drive	Kannapolis, NC 28081
Kim Good		2604 Captains Watch Road NE	Kannapolis, NC 28083
Cynthia Hayes		307 Trillium Street NW	Concord, NC 28027
Katie Kutcher*~	Current member	10735 David Taylor Drive	Charlotte, NC 28262
Helen McInnis^	Current member	5517 Hammermill Drive	Harrisburg, NC 28075
Evelyn Miller*	Current member	7334 Mt. Olive Road	Concord, NC 28025
James Polk*^	Current member	224 Deal Street SE	Concord, NC 28025
Patricia West		2242 Jensen Lane	Concord, NC 28025

\*An exception to the length of service provision of the Appointment Policy would be needed.

^An exception to the service on multiple boards provision of the Appointment Policy would be needed.

~An exception to the residency provision of the Appointment Policy would be needed.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Appointments and Removals - Human Services Advisory Board

#### **BRIEF SUMMARY:**

Lasharee Rogers' appointment on the Human Services Advisory Board ended December 31, 2022. Ms. Rogers is not interested in serving another term.

Dr. Heather Tonya Anderson has submitted an application and is recommended to fill the vacant position on the Human Services Advisory Board.

Additionally, Anne Laukaitis' appointment on the Human Services Advisory Board ends December 31, 2023. Ms. Laukaitis has requested to resign from serving out her unexpired term.

Patricia West has submitted an application and is recommended to fill the unexpired position on the Human Services Advisory Board.

#### **REQUESTED ACTION:**

Motion to remove Lasharee Rogers and Anne Laukaitis from the Human Services Advisory Board roster and thank them for their service.

Motion to appoint Dr. Heather Tonya Anderson to the Human Services Advisory Board for a three-year term ending February 28, 2026.

Motion to appoint Patricia West to the Human Services Advisory Board to complete the unexpired term ending December 31, 2023.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Karen B. Calhoun, Human Services Director

#### **BUDGET AMENDMENT REQUIRED:**

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

- Recommendation Letter Anderson
- Recommendation Letter West
- n Roster
- Applications on File





To: Cabarrus County Board of Commissioners

From: Karen B. Calhoun, DHS Director

Date: January 4, 2023

Subject: Letter of Recommendation

On behalf of the appointment application submitted and the Department of Human Services Advisory Board, Dr. Heather Tonya Anderson has accepted the appointment to serve as a member of the Cabarrus County DHS Advisory Board. Dr. Anderson is filling the vacancy of Ms. Lasharee Rogers whose term expired December 31, 2022.

Respectfully,

Karn B. Calharm

Karen B. Calhoun, Director Cabarrus County DHS

**Department of Human Services** 



To: Cabarrus County Board of Commissioners

From: Karen B. Calhoun, DHS Director

Date: January 4, 2023

Subject: Letter of Recommendation

On behalf of the appointment application submitted and the Department of Human Services Advisory Board, Particia West has accepted the appointment to serve as a member of the Cabarrus County DHS Advisory Board. Ms. West is filling the unexpired term of Ms. Anne Laukaitis. Ms. Laukaitis resigned from the Board effective December 31, 2022, and has an unexpired term through December 31, 2023.

Respectfully,

Karn B. Calhoen

Karen B. Calhoun, Director Cabarrus County DHS

#### Human Services Advisory Board 5-Member Board

Lasharee Rogers 1577 Edenton Street NW Concord, NC 28027	APPOINTMENT: 10/15/18 (unexpired term) REAPPOINTMENT: 12/16/19 TERM EXPIRING: 12/31/22
Natalie Atwell 1225 Windsor Drive Kannapolis, NC 28081	APPOINTMENT: 12/20/21 (unexpired term) TERM EXPIRING: 05/31/23
Marie Dockery 3612 Curtland Place NW Concord, NC 28027	APPOINTMENT: 05/15/17 (unexpired term) REAPPOINTMENT: 12/16/19 REAPPOINTMENT: 12/19/22 TERM EXPIRING: 12/31/25
Anne Laukaitis 214 Blackberry Trail Concord, NC 28027	APPOINTMENT: 08/17/15 (unexpired term) REAPPOINTMENT: 01/19/16 REAPPOINTMENT: 12/17/18 REAPPOINTMENT: 12/21/20 TERM EXPIRING: 12/31/23
Angel Lugo 4615 Dovefield Lane	APPOINTMENT: 06/21/21

4615 Dovefield Lane Kannapolis, NC 28081 TERM EXPIRING: 06/30/24

The Human Services Advisory Board was created and replaced the Social Services Advisory Board abolished by a resolution adopted by the Board of Commissioners at its June 17, 2013 meeting. Members are appointed by the Cabarrus County Board of Commissioners. Initial terms were staggered at two and three years.

All meetings are held in the Board Room of the Cabarrus County Department of Human Services and start at 1:30 p.m. 2016 meetings will be held the  $4^{\rm th}$  Wednesday of the month.

#### Human Services Advisory Board

Applications on File January 4, 2023

Heather Anderson	9608 Oliver Court	Harrisburg, NC 28075
Shalini Byker	7779 Windsor Forest Place	Harrisburg, NC 28075
Shaina Goldberg	3278 Shining Rock Street SW	Concord, NC 28027
Crystal Green	5643 Hammermill Drive	Harrisburg, NC 28075
Katherine Jett	4284 Maybrook Court SW	Concord, NC 28027
Heather Jones*	7455 Mt. Olive Road	Concord, NC 28025
Ildiko Rabinowitz	9933 Nicole Lane	Charlotte, NC 28269
Erin Shoe*	1255 Giverny Court	Concord, NC 28027
Amanda Smith*	5352 Apple Glen Drive	Harrisburg, NC 28075
Grace Smith	7895 Waterway Drive NW, Apt. 306	Concord, NC 28027
Lakesha Steele	1450 Fairington Drive NW	Concord, NC 28027
Patricia West	2242 Jensen Lane	Concord, NC 28025

\*An exception to the service on multiple boards provision of the Appointment Policy would be needed.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Appointments and Removals - Juvenile Crime Prevention Council

#### BRIEF SUMMARY:

Judge Steve Grossman has resigned from his position on the Juvenile Crime Prevention Council as the Chief District Court Judge's designee. It is requested to appoint Chief District Court Judge Christy Wilhelm to complete the unexpired term.

Additionally, Deputy County Manager Rodney Harris has resigned from his position on the Juvenile Crime Prevention Council as the County Manager's designee. It is requested to appoint County Finance Director James Howden to complete the unexpired term. Mr. Howden does not reside in Cabarrus County. An exception to the residency provision of the Appointment Policy will be needed for him.

#### **REQUESTED ACTION:**

Motion to remove Steve Grossman and Rodney Harris from the Juvenile Crime Prevention roster and thank them for their service.

Motion to appoint Christy Wilhelm to the Juvenile Crime Prevention Council as the Chief District Court Judge designee to complete the unexpired term ending June 30, 2023.

Motion to appoint James Howden to the Juvenile Crime Prevention Council as the County Manager designee to complete the unexpired term ending September 30, 2023; including an exception to the residency provision of the Appointment Policy.

### **EXPECTED LENGTH OF PRESENTATION:**

### SUBMITTED BY:

Joanie Bischer, Administrative Assistant, Juvenile Crime Prevention Council

#### **BUDGET AMENDMENT REQUIRED:**

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

- Resignation Letter Grossman
- Resignation Letter Harris
- n Roster
- Applications on File

From: Grossman, Steven A. <<u>steven.a.grossman@nccourts.org</u>>
Sent: Tuesday, January 3, 2023 2:32 PM
To: Joanie Bischer <<u>ibischer@cabarruscounty.us</u>>; <u>mebattorney@gmail.com</u>; Wilhelm, Christy E.
<<u>christy.e.wilhelm@nccourts.org</u>>
Subject: JCPC Resignation

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Dear Megan:

Please consider this email my resignation from the JCPC from the District Court Judges' seat.

Should any at large positions open, I would be interested in participating.

Please continue the excellent work the committee does.

Sincerely,

Steve Grossman

E-mail correspondence to and from this address may be subject to the
North Carolina public records laws and if so, may be disclosed.
E-mail correspondence to and from this address may be subject to the North Carolina Public Records
Law and may be disclosed to third parties.
E-mail correspondence to and from this address may be subject to the
North Carolina public records laws and if so, may be disclosed.

From: Rodney Harris <<u>rdharris@cabarruscounty.us</u>>
Sent: Wednesday, January 4, 2023 1:11 PM
To: Joanie Bischer <<u>ibischer@cabarruscounty.us</u>>
Cc: mebattorney@gmail.com; Mike Downs <<u>MKDowns@cabarruscounty.us</u>>
Subject: RE: JCPC - Finance Director James Howden

Joanie,

Please accept this notice of my resignation as the County Manager's designee on the JCPC effective February 19, 2023. This date will allow for a seamless transition to my replacement, Finance Director Jim Howden. It has been a pleasure to serve on the board. I have no doubt Jim will be a valuable member to the council moving forward.

Regards, Rodney

#### JUVENILE CRIME PREVENTION COUNCIL 2-Year Terms

	<u>Appointee</u>	<b>Representing</b>	Term of <u>Appointment</u>	
(1)	Amy Jewell 9287 Naron Lane Harrisburg, NC 28075	School Superintendent (Designee)	Appointment: Reappointment: Term Ending:	07/21/20**** 09/19/22 09/30/24
(2)	Matthew Greer 41 Cabarrus Avenue W	Police Chief (Designee)	Appointment:	10/18/21
	Concord, NC 28025		Term Ending:	09/30/23
(3)	Travis Burke Sheriff's Department	Sheriff (or designee)	Appointment:	10/17/22
	P.O. Box 707 Concord, NC 28026		Term Ending:	09/30/24
(4)	Ashlie Shanley P.O. Box 70	District Attorney (or designee)	Appointment: (unexpired term	12/19/22 n)
	Concord, NC 28026		Term Ending:	06/30/24
(5)	David Wall 415 North Bruton Drive	Chief Court Counselor (Designee)	Appointment: Reappointment:	09/19/16 09/17/18^<
	Candor, NC 27229		Reappointment: Reappointment: Term Ending:	09/21/20^< 09/19/22*< 09/30/24
(6)	LaShay Avery 5025 Lydney Circle	Area Mental Health Director (Designee)	Appointment: (unexpired term	11/15/21 n)
	Waxhaw, NC 28173		Reappointment: Term Ending:	
(7)	Sharon Reese Department of Social Services	DSS Director (Designee)	Appointment: (unexpired term	06/17/19^^ ı)
	1303 S. Cannon Boulevard Kannapolis, NC 28083		Appointment: Reappointment:	06/17/19^^ 09/20/21^
			Term Ending:	09/30/23
(8)	Rodney Harris	County Manager	Appointment:	12/21/20<
	P. O. Box 707 Concord, NC 28026-0707	(or Designee)	(unexpired term Reappointment:	n) 09/20/21
	Concord, NC 28020-0707		Term Ending:	09/30/23
(9)	Terry Wise	Substance Abuse	Appointment:	07/17/18
	391 Knoll Court SE Concord, NC 28025	Professional	Reappointment: Reappointment:	07/21/20 06/20/22
	Concord, INC 20025		Term Ending:	06/30/24

(10)	Steven Ayers 296 Trillium Street Concord, NC 28027	Member of Faith Community	Appointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Term Ending:	09/19/11 09/16/13 09/21/15 10/16/17 09/16/19* 09/20/21* 09/30/23
(11)	Steve Morris P. O. Box 707 Concord, NC 28026	County Commissioner	Appointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Term Ending:	12/17/12 12/16/13 12/15/14 12/14/15 12/19/16 12/18/17 01/22/19 12/16/19 12/21/20 12/20/21 12/31/22
(12a)	Mikayla Branch 9650 Estridge Lane Concord, NC 28027	Youth < 21	Appointment: Term Ending:	10/17/22 06/30/24
(12b)	Heather Jones 7455 Mt. Olive Road Concord, NC 28025	Member of the Public Representing the Interests of Families of At-Risk Youth	Appointment: Term Ending:	10/17/22 06/30/24
(13)	Heather Mobley 145 Union Street South, Suite 108 Concord, NC 28025	Juvenile Defense Attorney	Appointment: (unexpired tern Reappointment: Reappointment: Reappointment: Term Ending:	03/20/17^ n) 07/17/17^ 06/17/19^ 06/21/21^ 06/30/23
(14)	Judge Steve Grossman County Courthouse P. O. Box 70 Concord, NC 28026-0070	Chief District Court Judge (Designee)	Appointment: Term Ending:	06/21/21 06/30/23
(15)	Mark Boles 117 Academy Avenue NW Concord, NC 28025	Member of Business Community	Appointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Term Ending:	02/18/13 09/16/13 09/21/15 10/16/17 09/16/19* 09/20/21* 09/30/23

(16)	Sonja Bohannon-Thacker 2110 Dairy Farm Road Concord, NC 28025	Local Health Director (Designee)	Appointment: Reappointment: Reappointment: Reappointment: Term Ending:	09/16/13 09/21/15 10/16/17 09/16/19* 09/20/21* 09/30/23
(17)	Carolyn Carpenter 6526 Weldon Circle Concord, NC 28027	Rep. United Way/Other Non-Profit	Appointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Reappointment: Term Ending:	11/27/06 07/20/09 06/20/11 05/20/13* 06/15/15* 07/17/17* 06/17/19* 06/21/21* 06/30/23
(18)	Jacob Wentink P.O. Box 707 Concord, NC 28026	Active Living & Parks	Appointment: Term Ending:	09/19/22 09/30/24
	County Commissioner Appointees (At-larg	<u>ge members)</u>		
(19a)	Ashley Fitch 6155 The Meadows Lane		Appointment:	10/17/22
	Harrisburg, NC 28075		Term Ending:	09/30/24
(19b)	Jamica La Franque 3852 French Fields Lane Harrisburg, NC 28075		Appointment: Reappointment: Reappointment: Term Ending:	0717/18 07/21/20 06/20/22 06/30/24
(19c)	Adrian Attaway 401 Laureate Way		Appointment: (unexpired terr	
	Kannapolis, NC 28081		Term Ending:	09/30/23
(19d)	Michelle Wilson (Vice Chair) 41 Eastcliff Drive SE		Appointment: (unexpired ter	11/16/09 m)
	Concord, NC 28025		Reappointment: Appointment: (unexpired ter Reappointment: Reappointment: Reappointment: Reappointment:	09/19/11 05/20/13** m) 06/16/14 06/20/16 06/18/18* 07/21/20*
			Reappointment: Term Ending:	06/20/22* 06/30/24

- (19e) Connie Philbeck 1100 Braughton Avenue Concord, NC 28025
  - (19f) Megan Baumgardner (Chairman) 7120 Macedonia Church Road Concord, NC 28027

(19g) Marta Meares 178 Mary Circle Concord, NC 28025 Appointment: 05/20/13\*\*\* Reappointment: 06/15/15 Reappointment: 07/17/17 Reappointment: 06/17/19\* Reappointment: 06/21/21\* Term Ending: 06/30/23 Appointment: 01/19/10 (unexpired term) Reappointment: 06/21/10 Reappointment: 06/18/12 Reappointment: 06/16/14 Reappointment: 06/20/16\*< Reappointment: 06/18/18\*< Appointment: 08/19/19\*< (unexpired term) Reappointment: 09/21/20\*< Reappointment: 09/19/22\*< Term Ending: 09/30/24 Appointment: 05/18/09 (unexpired term) Reappointment: 09/21/09 Reappointment: 09/19/11 Reappointment: 09/16/13 Reappointment: 09/21/15\* Reappointment: 10/16/17\* Reappointment: 09/16/19\* Reappointment: 09/20/21\*

Term Ending:

09/30/23

\* Note: An exception to the Appointment Policy "Length of Service" was granted.

\*\*Michelle Wilson was appointed as the "Local Health Director/Designee" representative on 11/16/09 (unexpired term) and reappointed 09/19/11. She was appointed to an "At-large" position on 05/20/13.

\*\*\*Connie Philbeck was appointed on 05/20/13 to complete an unexpired term and an additional 2-year term ending June 30, 2015.

^ An exception to the Appointment Policy "residency" provision was granted.

< An exception to the Appointment Policy "multiple service" provision was granted.

^^Sharon Reese was appointed to complete an unexpired term and additionally to a two-year term ending September 30, 2021 at the Boards' June 17, 2019 regular meeting.

\*\*\*\*Amy Jewell was appointed as the "School Superintendent/Designee" representative on July 21, 2020 to complete an unexpired term and an additional two-year term ending September 30, 2022.

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#### Juvenile Crime Prevention Council Applications on File January 4, 2023

James Howden*	P.O. Box 707	Concord, NC 28026
Christy Wilhelm**	P.O. Box 70	Concord, NC 28026

\*An exception to the residency provision of the Appointment Policy would be needed.

\*\*An exception to the service on multiple boards provision of the Appointment Policy would be needed.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Appointments and Removals - Mental Health Advisory Board

#### BRIEF SUMMARY:

Judge Christy Wilhelm has resigned from her position on the Mental Health Advisory Board as the Local Judge representative. It is requested to remove her name from the roster. Judge Wilhelm has recommended Judge Steve Grossman to fill the unexpired term.

Judge Steve Grossman has submitted an application to serve on the Mental Health Advisory Board to serve as the Local Judge representative and is recommended to complete the unexpired term.

#### **REQUESTED ACTION:**

Motion to remove Judge Christy Wilhelm from the Mental Health Advisory Board roster and thank her for her service.

Motion to appoint Judge Steve Grossman to the Mental Health Advisory Board as the Local Judge representative to complete an unexpired term ending December 31, 2023.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Jodi Ramirez, Community Outreach/Justice Liaison

#### BUDGET AMENDMENT REQUIRED:

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

- D Resignation Letter
- n Roster
- Applications on File

January 25, 2023

Mike and Jodi,

I am writing to you to tender my resignation for the Judge's position on the Cabarrus County Mental Health Advisory Board. I will be appointed to the JCPC in February and am expecting to direct my energy towards fulfilling that responsibility. Thank you for allowing me to serve on the MHAB; I have learned a lot about our community!

I would like to nominate Judge Steven A. Grossman (currently my alternate) as my replacement, and Judge Michael Knox as the alternate for Judge Grossman. I am hoping you can assist with the process of bringing these two gentlemen on to the Board. I am sure they will be faithful in attendance and contribute to the conversation and work of this Board.

I have informed Judge Grossman that I believe the current meeting schedule is March 7 (8am), June 6 (6pm), Sept. 5 (8am) and Dec. 5 (6pm). Please correct me if that is not the case.

Thank you both again! CW



Christy E. Wilhelm Chief District Court Judge District 19A – Cabarrus County North Carolina Judicial Branch O 704-262-5512 F 704-262-5513

Justice for all www.NCcourts.org



#### MENTAL HEALTH ADVISORY BOARD

#### 26-Member Board

PRIMARY MEMBER	SECONDARY	REPRESENTING	TERM OF APPO	INTMENT
Ashlie Shanley 77 Union Street S Concord, NC 28025	Beth Street	District Attorney's Office	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 01/21/20 12/20/21 12/31/24
Christy Wilhelm P.O. Box 70 Concord, NC 28026	Steve Grossman	Local Judge	APPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	12/17/18 03/15/21 12/31/23
H. Jay White, Sr. 5601 Meadow Bluff Ct. Concord, NC 28027		Local Attorney	APPOINTMENT : REAPPOINTMENT : REAPPOINTMENT :	08/21/17 01/21/20 12/20/21

Mitzi Quinn	NC DPS -	APPOINTMENT:	06/19/17
2550 Walker Road	Adult	(unexpired)	
Mt. Pleasant, NC 28124	Probation &	REAPPOINTMENT :	01/21/20
	Department of	REAPPOINTMENT :	12/20/21
	Juvenile	TERM EXPIRING:	12/31/24
	Justice		

Van Shaw P.O. Box 707 Concord, NC 28026	Tessa Burchett	Cabarrus County Sheriff's Office	APPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	12/17/18 02/15/21 12/31/23
Gary Gacek	Keith Eury	Concord	APPOINTMENT :	03/20/17
41 Cabarrus Avenue W		Police	REAPPOINTMENT :	02/17/20

Concord, NC 28025		Department	REAPPOINTMENT: TERM EXPIRING:	12/20/21 12/31/24
Terry Spry	Daniel Wallace	Kannapolis	APPOINTMENT:	12/17/18
401 Laureate Way		Police	REAPPOINTMENT:	02/15/21
Kannapolis, NC 28081		Department	TERM EXPIRING:	12/31/23

County

Commissioner

Kenny Wortman PO Box 707 Concord, NC 28026

William Dusch P.O. Box 308	Lloyd Payne	Mayor/City Council	APPOINTMENT: (unexpired)	02/19/18
Concord, NC 28026		Concord	REAPPOINTMENT:	01/21/20
			<b>REAPPOINTMENT:</b>	12/20/21

TERM EXPIRING: 12/31/24

**APPOINTMENT:** 12/19/22

TERM EXPIRING: 12/31/23

TERM EXPIRING: 12/31/24

Steve Sciascia P.O. Box 100 Harrisburg, NC 28075	Diamond Staton- Williams	Mayor/City Council Harrisburg	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 12/17/18 03/15/21 12/31/23
Darrell Hinnant 401 Laureate Way Kannapolis, NC 28081	Mike Legg	Mayor/City Council Kannapolis	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 02/17/20 12/20/21 12/31/24
Darren Hartsell 14001 Cabarrus Station Rd. Midland, NC 28107		Mayor/City Council Midland	APPOINTMENT: TERM EXPIRING:	02/15/21 12/31/23
Del Eudy P.O. Box 1017 Mt. Pleasant, NC 28124	Randy Holloway	Mayor/City Council Mount Pleasant	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 01/21/20 12/20/21 12/31/24
Amy Jewell 9287 Naron Lane Harrisburg, NC 28075	Melissa Gallimore	Cabarrus County Schools	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 12/17/18 02/15/21 12/31/23
Jessica Grant 818 Waverly Court NE Concord, NC 28025		Kannapolis City Schools	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 02/17/20 12/20/21 12/31/24
Tara Conrad* 414 Alexander Avenue Morganton, NC 28655		Partners Healthcare Management	APPOINTMENT: TERM EXPIRING:	11/15/21 12/31/23
Erin Shoe 300 Mooresville Road Kannapolis, NC 28081	Marcella Beam	Cabarrus Health Alliance	APPOINTMENT: (unexpired) TERM EXPIRING:	01/17/23 12/31/24
Karen Calhoun* DHS 1303 S Cannon Blvd. Kannapolis, NC 28083		Department of Human Services	APPOINTMENT: (unexpired) REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	02/19/18 12/17/18 02/15/21 12/31/23
Rebecca True 284 Executive Park Dr. Suite 100 Concord, NC 28025	Jean Tillman	Local Providers	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 01/21/20 12/20/21 12/31/24

Tri Tang (CHS)* 920 Church Street N Concord, NC 28025	Angela Reid	Local Providers	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 12/17/18 03/15/21 12/31/23
Vacant		Local Psychologist	APPOINTMENT: TERM EXPIRING:	
Jon McKinsey 892 Craigmont Lane NW Concord, NC 28027		Local Psychiatrist	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 01/21/20 12/20/21 12/31/24
Justin Brines 793 Crestmont Drive Concord, NC 28025	Jimmy Lentz	Emergency Medical Services	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	06/18/18 06/15/20 08/15/22 06/30/25
Georgia Lozier 186 Spring Street NW Concord, NC 28025		At-large	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 12/17/18 02/15/21 12/31/23
Alan Thompson 3688 Camp Julia Road Kannapolis, NC 28083		At-large	APPOINTMENT: REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	03/20/17 01/21/20 12/20/21 12/31/24
David Wall*^ 415 N Bruton Drive Candor, NC 27229	Sari Miller	At-large	APPOINTMENT: (unexpired) REAPPOINTMENT: REAPPOINTMENT: TERM EXPIRING:	06/19/17 12/17/18 02/15/21 12/31/23

The Mental Health Advisory Board was created per a resolution adopted by the Board of Commissioners on October 17, 2016.

An Emergency Medical Services position was added to the roster by Board approval on June 18, 2018.

\*Exception to the "residency" provision of the Appointment Policy.

'Exception to the "service on multiple boards" provision of the Appointment Policy

#### MENTAL HEALTH ADVISORY BOARD

Applications on File January 30, 2023

Judge Steve Grossman

70 Union Street

Concord, NC 28025



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Budget - Budget Amendment to Appropriate Board Contingency Funds for Legal Fees

#### **BRIEF SUMMARY:**

Due to increased legal fees, we are requesting an additional \$439,228 be added to the Legal Fees account from Board Contigency Funds.

#### **REQUESTED ACTION:**

Motion to approve a budget amendment in the amount of \$439,228 from contingency funds for Legal Fees.

#### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Rosh Khatri, Budget Director

#### **BUDGET AMENDMENT REQUIRED:**

Yes

#### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

Budget Amendment

#### **Budget Revision/Amendment Request**

Date:	Date: 2/20/2023		Amount:	439,228.00		
Dept. Head:	Rodney Har	rris		Department:	Legal Services	
Internal Transfer Within Department		s/Funds		Supplemental Request		
Appropriate 1	from Board (	Contingency \$439,228	for Legal Fees			
Fund	Indicator	Department/	Account Name		Increase Amount	Decrease Amount

. unu	maleator	Object/ Project			
001	9	1115-9609	Legal Fees	439,228.00	
001	9	1910-9660	Contingency		439,228.00

Budget Officer	County Manager	Board of Comm	issioners
Approved	Approved		Approved
Denied	Denied		Denied
Signature	Sianature	Signature	
Date	Date	Date	



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

County Manager - Jail Behavioral Health Services

#### BRIEF SUMMARY:

Currently, behavioral health services are provided to the Cabarrus County jail by three and a half internal resources, managed by the Human Services Department. There are also supplemental agreements with vendors to satisfy requirements of the Stepping Up initiative, which is focused on reducing the impact of mental illness on inmates and state required suicide and special watch requirements. Due to a loss of supervision on the Human Services team, staff has researched alternatives regarding management of these programs to improve the delivery of services. It is recommended to move management of these programs to the Cabarrus Health Alliance. This would impact three current staff and a total of three and a half positions.

#### **REQUESTED ACTION:**

Motion to approve the transition of behavioral health service of the jail, including the three and a half positions, to the management of Cabarrus Health Alliance.

#### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Rodney Harris, Deputy County Manager Lundee Covington, HR Director Van Shaw/James Bailey, Sheriff's Office

#### **BUDGET AMENDMENT REQUIRED:**

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

#### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

County Manager - U-5956 - Rock Hill Church Rd/Union Cemetery Road Realignment Easement Settlement

#### **BRIEF SUMMARY:**

The North Carolina Department of Transportation has requested both a temporary construction easement and a permanent easement along Union Cemetery Road for the purpose of the realignment of Rock Hill Church Rd/Union Cemetery Road. The easements are to facilitate the realignment of Union Cemetery Road. The purpose of this project is to improve mobility and connectivity by providing a more direct connection between Rock Hill Church Road and Union Cemetery Road. This project will also improve traffic operations by reducing congestion and delay in the Rock Hill Church Road/US 29/601 (Concord Parkway) Union Cemetery Road intersection area. Cabarrus County has been offered a total of \$20,975 for the easements and the value of the improvements to be acquired. The proposed settlement is based on comparable sales in the area and the value of the landscaping. The areas in yellow on the attached maps are temporary and the area is red is permanent. The funds will need to be allocated to Cabarrus County Schools to replace required landscaping that will be removed during the project. The Cabarrus County School Board has reviewed the attached plans. Attached are the proposal and maps showing the easements as well as the project plan as well as the necessary budget amendments.

#### **REQUESTED ACTION:**

Motion to approve the temporary and permanent easements with North Carolina Department of Transportation, authorize the county manager to execute the documents after review and revision by the county attorney and approve associated budget amendments.

#### **EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:** Kelly Sifford, AICP Assistant County Manager

#### **BUDGET AMENDMENT REQUIRED:**

Yes

#### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

- D NCOT offer
- NCDOT project map
- Legal document

#### SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO:	Cabarrus Coun	y – Kyle Bilafer	DATE:	12/14/22			
PO Box 707			TO: Lessee, if Applicable				
-	Concord, NC 28	026					
TIP/P/	ARCEL NO.:	U-5956-024					
COUN	ITY	Cabarrus	WBS ELE	MENT: 46891.2.2			
DESCRIPTION: UNION CEMETERY ROAD TO			RRUS AVE V	V, CONCORD PKWY N AND WARREN			
		COLEMAN BLVD					

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.** 

TOTAL CONTINGENT OFFER		\$ 20,975.00
Benefits, if any, to Remainder	minus	\$
Damages, if any, to Remainder		\$
Value of Improvements to be Acquired		\$ 5,125.00
Value of Temporary Easement (Rental of Land) to be Acqu	ired	\$ 12,200.00
Value of Permanent Easements to be Acquired		\$_3,650.00
Value of Right of Way to be Acquired		\$

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 8599, page 41, Cabarrus County Registry, contains approximately 24.220 acres of which 0.000 acres is being acquired as right of way, leaving 24.220 acres remaining on the right with access to (Union Cemetery Rd.). Also being acquired is a Temporary Construction Easement (TCE) containing approximately 0.093 acres and a Permanent Utility Easement containing approximately 0.013 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below: Chain Link Fence, Small Section of Wooden Fence, Landscaping items

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$\_\_\_\_\_\_Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/emailed, if out of state owner, to			Bilafer	r, Asst County Manager
on	December 14	20	22	Owner was furnished a copy of

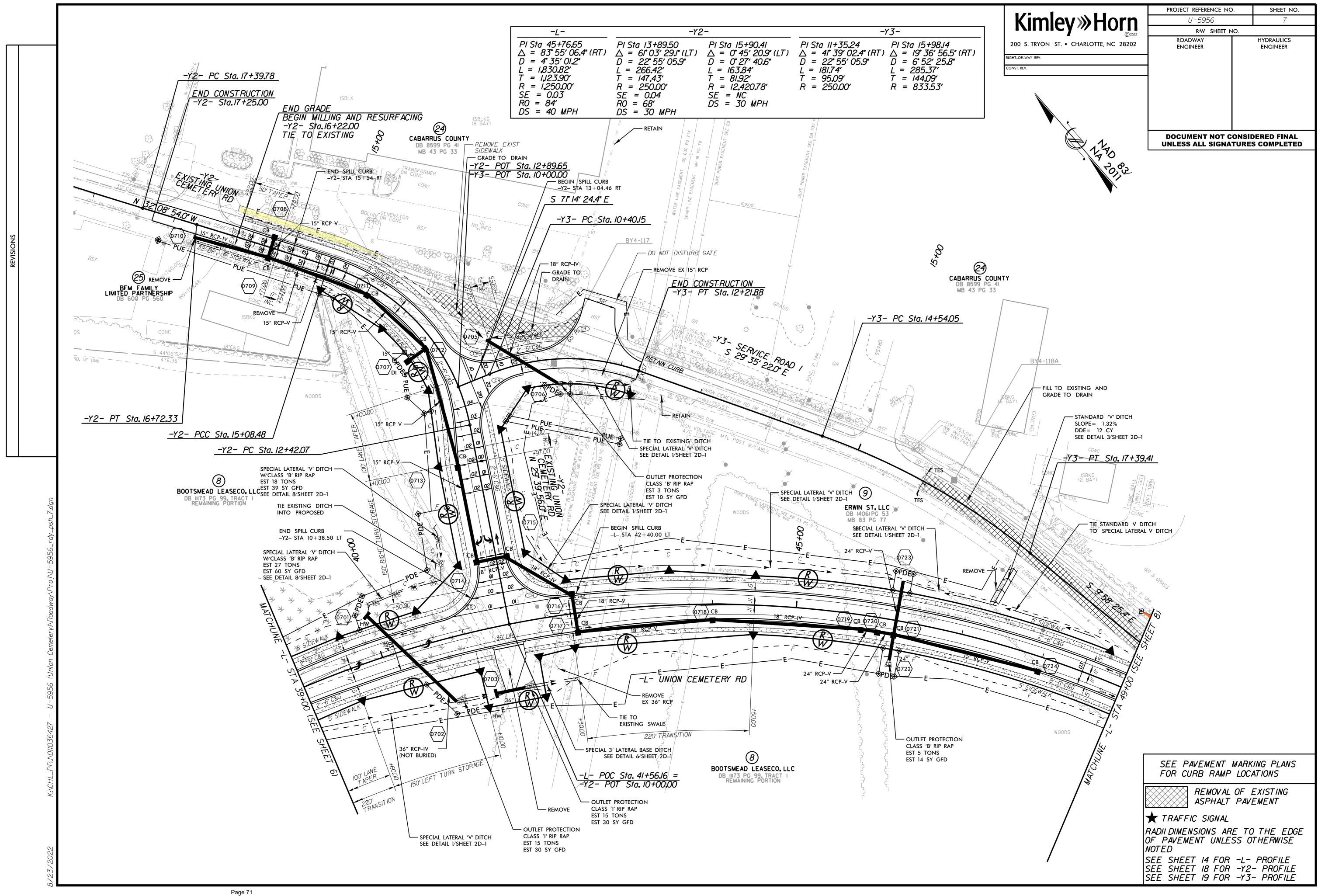
the Right of Way Brochure/Owner's Letter.

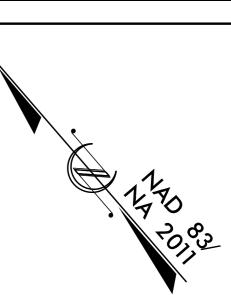
I will be available at your convenience to discuss this matter further with you. My telephone number is <u>704-995-7010</u>

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

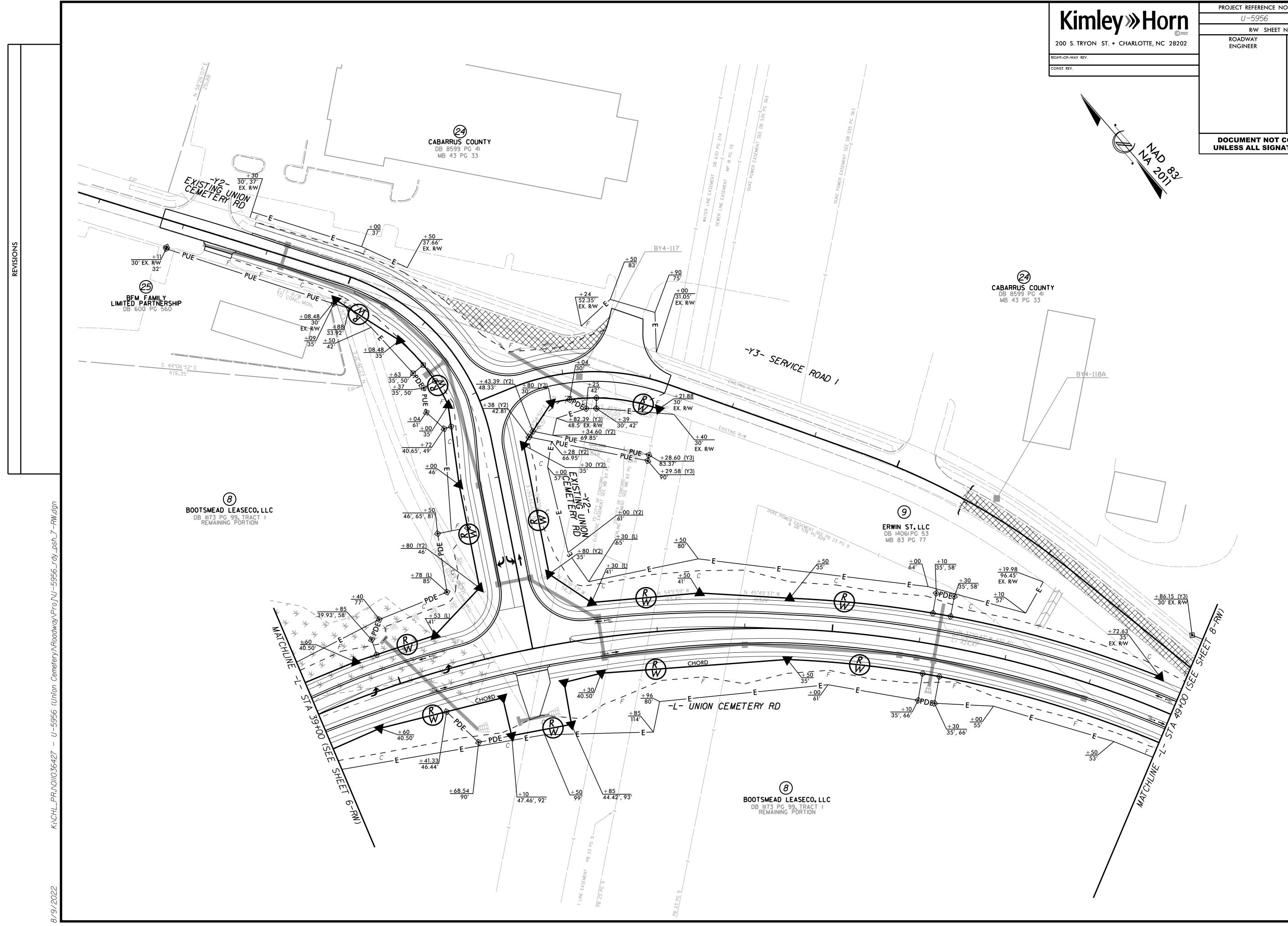
(Signed)

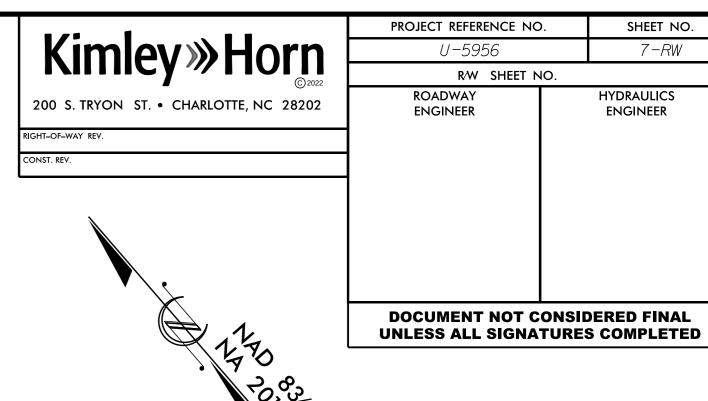
(Typed Name of Agent) - Right of Way Agent





PROJECT REFERENCE NO	).	SHEET NO.	
U-5956		7	
R/W SHEET N	10.		
ROADWAY ENGINEER		HYDRAULICS ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			



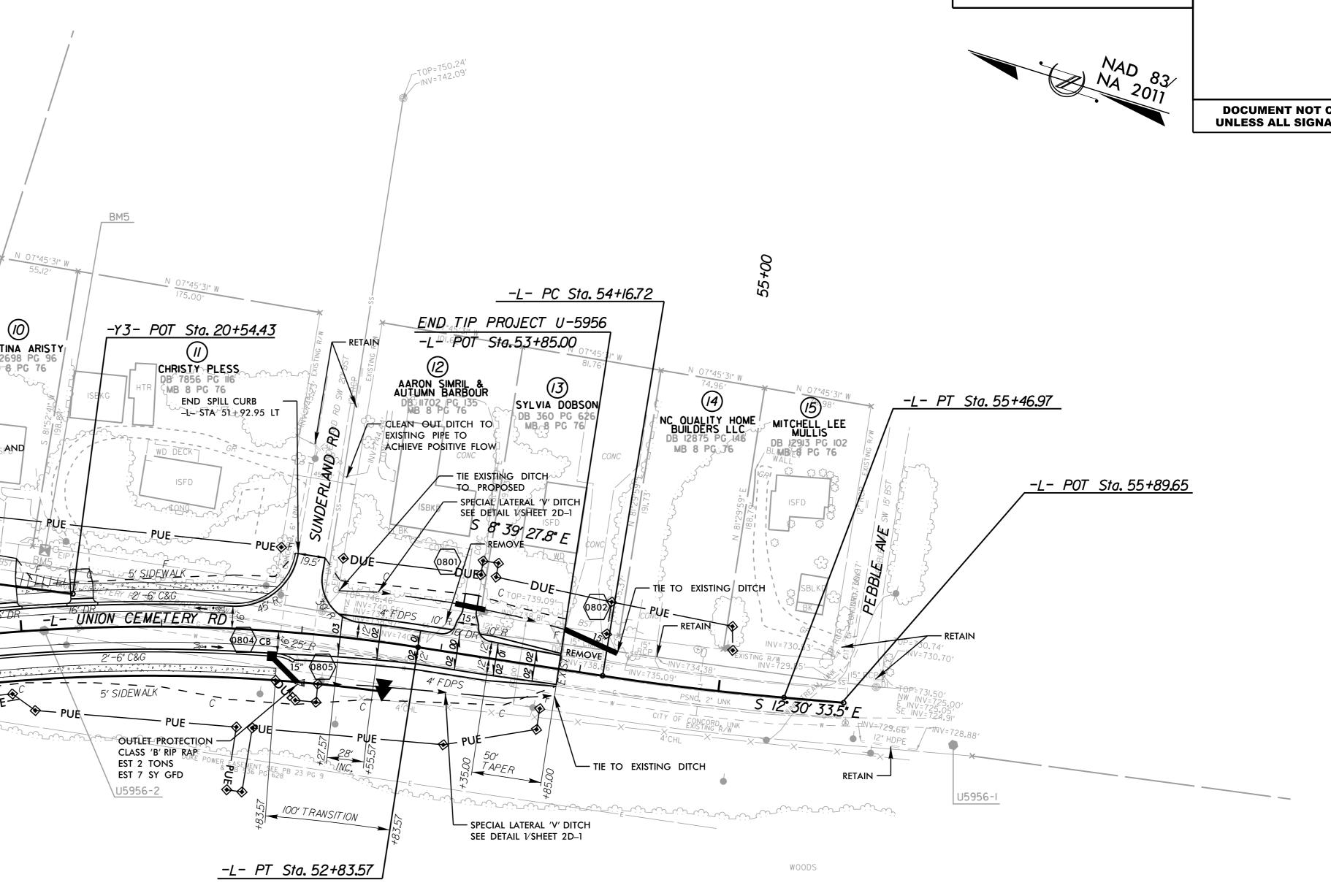


SHEET NO.

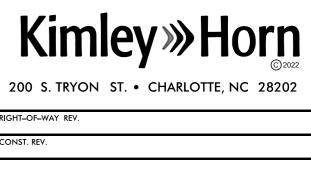
7-RW

HYDRAULICS ENGINEER

REVISIONS	CABARRUS COUNTY DBJG 93 PC 43 WHG 43 PC 33 CENTRIC A DBJG 93 PC 44 CENTRIC A COUNTY CENTRIC
22 K:\CHL_PRJ\011036427 - U-5956 (Union Cemetery)\Roadway\Proj\U-5956_rdy_psh_8.dgn	VIS CONTRACTOR
8/9/2022	

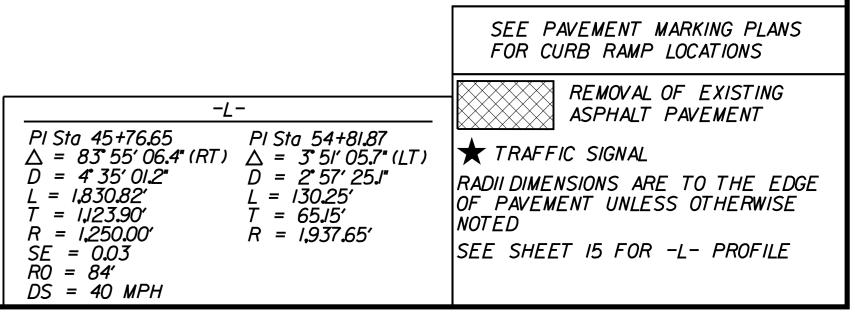


8 BOOTSMEAD LEASECO, LLC DB 11173 PG 99, TRACT I REMAINING PORTION





PROJECT REFERENCE NO	D. SHEET NO.		
U-5956	8		
R/W SHEET N	١٥.		
ROADWAY ENGINEER	HYDRAULICS ENGINEER		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			



REVISIONS	CABARRUS COUNTY USG 653 PC 37 WG 653 PC 37 WG 653 PC 37 WG 755 WG
K:\CHL_PRJN011036427 – U-5956 (Union Cemetery)\Roadway\Proj\U-5956_rdy_psh_8-RW.dgn	
8/9/2022	



8 BOOTSMEAD LEASECO, L DB III 73 PG 99, TRACT REMAINING PORTION	
REMAINING PORTION	



NAD 83 NA 2011
2011

PROJECT REFERENCE NC	SHEET NO.			
U-5956		8-RW		
R/W SHEET N	10.			
ROADWAY ENGINEER		HYDRAULICS ENGINEER		
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED				

U5956-I

Revenue Stamps \$

# PERMANENT UTILITY EASEMENT

THIS INSTRUM	IENT DRAWN BY	James T. Valk	CHECKED BY	Jeff Furr
RETURN TO:	Professional Prope 18335 Old Statesv Cornelius, NC 280	rille Road, Unit A		
NORTH CAROI	_INA		TIP/PARCEL NUMBER:	U-5956 024
COUNTY OF	CABARRUS		WBS ELEMENT:	46891.2.2
TAX PARCEL	5620 11 1575 000	00	ROUTE:	UNION CEMETERY ROAD TO CABARRUS AVE W, CONCORD PKWY N AND WARREN COLEMAN BLVD
THIS E by and between	ASEMENT, made a <u>Cabarrus Cou</u> <u>PO Box 707</u> <u>Concord, NC 2</u>	nty	is the day of	20

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

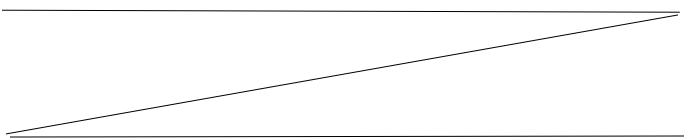
THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 20,975.00 and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and

maintenance	of a utility	facility across	and tr	rougn the property of GRA	AN I ORS located in	INO. TT
Township,	Ca	barrus	Col	unty, and being more fully	described in a deed re	corded in Book
8599	, Page	41	,	Cabarrus	County Registry, said	deasement being
described as	follows:		_			

Point of beginning being S 48^34'3.1" E, 411.149 feet from -L- Sta 45+00 thence to a point on a bearing of S 9^58'25.4" E 51.305 feet thence to a point on a bearing of S 89^57'13.4" E 18.868 feet thence to a point on a bearing of N 74^18'56.4" E 7.457 feet thence to a point on a bearing of N 15^10'5.4" W 11.045 feet thence to a point on a bearing of S 74^49'54.6" W 11.045 feet thence to a point on a bearing of N 27^40'55.4" W 46.027 feet returning to the point and place of beginning.



FRM7-U Page 1 of 3 Revised 02/17/15 The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Temporary Construction Easement described as follows:

#### Area One:

Point of beginning being N 13<sup>4</sup>5'52.6" W, 815.896 feet from -L- Sta 45+00 thence along a curve 188.491 feet and having a radius of 12450.779 feet. The chord of said curve being on a bearing of S 31<sup>3</sup>1'9.8" E, a distance of 188.489 feet thence to a point on a bearing of N 24<sup>2</sup>2'16.0" W 57.374 feet thence to a point on a bearing of N 31<sup>3</sup>4'48.6" W 131.614 feet thence to a point on a bearing of S 58<sup>2</sup>'48.9" W 7.000 feet returning to the point and place of beginning.

#### Area Two:

Point of beginning being N 1^25'17.7" E, 451.377 feet from -L- Sta 45+00 thence along a curve 90.809 feet and having a radius of 12450.779 feet. The chord of said curve being on a bearing of S 29^54'41.2" E, a distance of 90.808 feet thence to a point on a bearing of N 38^49'42.0" E 45.580 feet thence to a point on a bearing of N 32^51'25.2" W 53.185 feet thence to a point on a bearing of S 88^7'32.0" W 45.030 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

#### This easement is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

#### There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

COUNTY:	Cabarrus	WBS ELEMENT:	46891.2.2	TIP/PARCEL NO.:	U-5956 024
made availab compensation said interests remaining pro acquisition fo Caba	le to them. The opursuant to A and areas by to perty; for any a r the construction rrus ( on, its successor	wledge that the project p Grantors further ackno rticle 9, Chapter 136 of t the Department of Trans and all claims for interes on of Department of Tra County; and for the past ors and assigns for all pu	wledge that the the North Carol sportation and f t and costs; for insportation Pro- and future use	e consideration stated h lina General Statutes fo or any and all damages any and all damages oject # of said areas by the D	erein is full and just or the acquisition of the s to the value of their caused by the <u>46891.2.2</u> , epartment of
instrument to COMMISSIO	be signed in its NERS, its corp COMMISSIONI	OF, GRANTOR, pursua s corporate name by its orate seal hereto affixed ERS, by order of the CA	CHAIRMAN O	F THE CABARRUS CO by it CLERK OF THE C	OUNTY BOARD OF CABARRUS COUNTY
		not transfer the herein gent of the Department			is document is
			CABA	RRUS COUNTY	
(CORPOTAT	E SEAL)		BY:		

, Chairman of Cabarrus County Board of Commissioners

ATTEST:

, Clerk of Cabarrus

County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

	North Carolina,	County			
	I,	, a Notary	Public for		
		County, North Carolina, cert	tify that		
		personally came before r	ne this day		
	and acknowledged that he/she is the CLERK of the Cabarrus County Board Of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by				
	, its CHAIRMAN of the Cabarrus COUNTY				
(Official Seal)	BOARD OF COMMI	COMMISSIONERS, sealed with its corporate seal,			
	and attested by		as its CLERK.		
	Witness my h	and and official seal this the	day of		
		, 20 .			
		Notary Public			
	My commis	sion expires:			

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

**SUBJECT:** CVB - Mondo Track at Jay M. Robinson High School

#### **BRIEF SUMMARY:**

The Board of Directors for the Cabarrus County Tourism Authority approved funding for a Mondo Track at Jay M. Robinson High School to further enhance sports tourism related activities and economic impact.

#### **REQUESTED ACTION:**

Motion for approval of project utilizing Cabarrus County Tourism Authority funds to pass through Cabarrus County pending Cabarrus County School Board approval; and adopt the project ordinance and budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Donna Carpenter, President and CEO, Cabarrus County Tourism Authority

#### **BUDGET AMENDMENT REQUIRED:**

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- D Presentation
- Budget Amendment
- Project Ordinance

# Mondo Track



# Mondo Track Jay M. Robinson High School



Page 80

# Mondo Track

# Why Mondo Surface?

Among Mondo's impressive credentials are:

- Was official surface supplier for 12 consecutive Olympic Games (since Montreal 1976).
- Is official surface supplier for Toyko 2021 Olympic Games.
- Has been official surface supplier for World Athletics (formerly IAAF) since 1996.
- Has the most World Athletics (IAAF)-certified tracks worldwide; all Mondo track surfaces are World Athletics certified.

In addition, a Mondo track was the surface for:

- The past 33 (since 1989) NCAA Division I Indoor Track & Field Championships.
- The past 25 (since 1994) USATF Indoor Track & Field Championships.
- 12 World Athletics (IAAF) World Outdoor Track & Field Championships.
- 16 World Athletics (IAAF) World Indoor Track & Field Championships.
- More than 285 world records.
- More than 73% of all indoor records.
- More than 66% of all outdoor records.



# Mondo Track



Color can be customized to match Jay M. Robinson Colors

Zone markings for relay races

2 Chutes
1 D-Zone
1 Long/Triple Jump Runway
1 Pole Vault Runway
Discus/Hammer Combination Pad/Cage
Steeple Chase Water Jump Pit, and Hurdles







# **Economic Impact**

- <u>CLT Bring the Heat</u> April 2024
   1,800 Athletes, 700 Spectators (200 Rooms)
- <u>CLT Flights</u> June 2024
   1,800 Athletes, 700 Spectators (200 Rooms)
- <u>AAU District</u> June 2024
   3,000 Athletes, 1,000 Spectators (800 Rooms)
- Jim Law Invitational June 2024
   1,800 Athletes, 700 Spectators (600 Rooms)
- <u>USATF State Meet</u> June 2024
   1,800 Athletes, 700 Spectators (360 Rooms)
- <u>AAU National Qualifier</u> July 2024
   1,800 Athletes, 700 Spectators (360 Rooms)

# Economic Impact: \$2.1 Million

# **Opportunities**

New Balance Nationals, Special Olympics, State Games, Conference USA, Early Bird Invitational, Collegiate Challenge, Camel City Invitational.

#### Budget Revision/Amendment Request

Date: 2/20/2023				Amount:	1,500,000.00		
Dept. Head:	Rodney Harris	(prepared by James How	den)	Department:	s		
🗌 Internal T	ransfer Within	Department	Transfer Between Departme	ents/Funds		Supp	lemental Request
Budget amer Bureau.	ndment for M	ondo track surface at J	M Robinson High School funded by reim	bursement from t	he Cabarrus Count	y Convention	and Visitors
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	6	7210-6923-MONDO	Proceeds from CVB	-	1,500,000.00		1,500,000.00
390	9	7210-9830-MONDO	Other Improvements	-	1,500,000.00		1,500,000.00
Bud	get Officer		County Manager		Board of	f Commission	ers
_	-		_				
	Approved					Approved	
	Denied		Denied			Denied	
Signature			Signature		Signature		
Date			Nato				

#### CABARRUS COUNTY SCHOOL CAPITAL PROJECTS BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

#### Section I.

- A. The project authorized is for the construction and renovations of School Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Contribution from General Fund/CIF	\$ 33,925,319
Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	46,620,222
Debt Proceeds 2022 Draw Note	55,711,930
Debt Proceeds 2024 Draw Note	6,081,750
Contribution from Capital Reserve Fund	1,662,314
Contribution from Convention & Visitors Bureau	1,500,000
NC Department of Transportation	1,950,000
	1,000,000

#### TOTAL REVENUES

\$156,974,046

C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$	3,300,000
Concord High Fire Alarm Replacement	Ŧ	89,314
Northwest High Fire Alarm Replacement		89,314
JM Robinson Renovation		81,195
R. Brown McAllister Replacement		48,356,750
Roberta Road Middle School		56,604,300
CCS New High School		9,508,821
CCS Southeast High School – Land purchase		1,816,320
Kannapolis Middle School		138,897
AL Brown Football Stadium ADA/Drainage		228,000
AL Brown Roof Replacement		190,000
RCCC Building 1000 Boiler		62,780
RCCC Building 2000 Roof Replacement		154,500
RCCC CBTC HVAC		244,291

Contribution to Capital Reserve	5,001,114
Early College Mobile Units	2,337,000
Mondo Track – JM Robinson High School	1,500,000
Deferred Maintenance Cabarrus County Schools	19,663,416
Deferred Maintenance Kannapolis City School	4,140,034
Deferred Maintenance Rowan Cabarrus Community College	3,468,000

#### TOTAL EXPENDITURES

\$156,974,046

# GRAND TOTAL - REVENUES\$156,974,046GRAND TOTAL - EXPENDITURES\$156,974,046

#### Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
  - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

- 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
- 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
- 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
- 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

#### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 20<sup>th</sup> Day of February 2023.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY:

Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

SUBJECT: DHS - Budget Amendment for ERA Program

### **BRIEF SUMMARY:**

At the work session, staff presented a program update of the Emergency Rental Assistance Program and request to approve the budget amendment to match the funding allocation from the U.S. Treasury.

#### **REQUESTED ACTION:**

Motion to adopt the budget amendment and project ordinance.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Karen Calhoun, DHS Director Lora Lipe, EFSS Program Administrator

### **BUDGET AMENDMENT REQUIRED:**

Yes

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

# Budget Amendment Project Ordinance D

#### D

#### **Budget Revision/Amendment Request**

Date	: 2/20/2023			Amount:	2,092,112.55		
Dept. Head	: Karen Calh	oun		Department:	DHS		
Internal Transfer Within Department       Transfer Between Departments/Funds       Supplemental Request							
		l our allocation for the E 45 x 15% for admin = \$4	RA2 grant. We need to adjust the budget to reflect our	remaining allocation t	o make sure that we w	vill stay within that bud	get.
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
440	6	5645-6202-ERA22	US Tr EmgA	(5,165,710.00)		(2,092,112.55)	(3,073,597.45)
440	9	5645-9101-ERA22	Sal & Wags	170,000.00	38,308.00		208,308.00
440	9	5645-9114-ERA22	Cont Emp	41,819.00		15,987.00	25,832.00
440	9	5645-9122-ERA22	Other Pays	4,000.00		4,000.00	0.00
440	9	5645-9201-ERA22	SS	13,899.00	771.00		14,670.00
440	9	5645-9202-ERA22	Medicare	3,133.00	231.00		3,364.00
440	9	5645-9205-ERA22	GH Ins	26,243.00	21,772.00		48,015.00
440	9	5645-9206-ERA22	Vision	400.00		62.00	338.00
440	9	5645-9207-ERA22	Life Ins	400.00		12.00	388.00
440	9	5645-9210-ERA22	Retirement	25,500.00	3,673.00		29,173.00
440	9	5645-9230-ERA22	Work Comp	4,558.00		1,692.00	2,866.00
440	9	5645-9235-ERA22	Def C 401k	8,000.00	2,260.00		10,260.00
440	9	5645-9301-ERA22	Off Sup	3,956.00		3,956.00	0.00
440	9	5645-9331-ERA22	MO Equip	19,000.00		19,000.00	0.00
440	9	5645-9445-ERA22	Pur Svs	448,934.00		336,092.04	112,841.96
440	9	5645-9640-ERA22	Ins & Bond	5,014.50		30.84	4,983.66
440	9	5645-946002-ERA22	US Tr EmgA	4,390,853.50		1,778,295.67	2,612,557.83
		<u> </u>	1		67,015.00	67,015.00	-

#### **Budget Revision/Amendment Request**

Budget Officer	County Manager	Board of Comm	issioners
Approved	Approved		Approved
Denied	Denied		Denied
Signature	Sianature	Signature	
Date	Date	Date	

#### CABARRUS COUNTY CARES RELIEF FUNDS - SPECIAL REVENUE PROJECT ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of receiving and disbursing funds as directed by CARES Act funding and the US Department of State Treasury and Emergency Rental Assistance Program (ERAP) funding and the US Department of State Treasury.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GMP), the grant terms, the rules and regulations of the US Department of State Treasury and the budget contained herein.
- C. It is estimated that the following revenues will be available to fund COVID 19 and Emergency Rental Assistance expenditures:

	CARES Act Relief Funds American Rescue Plan Interest Income Emergency Rental Assistance (ERA21) Emergency Rental Assistance Second Allocation (ERA22)	\$7,972,670 42,043,458 3,499 11,494,069 3,073,598
	TOTAL REVENUES	\$64,587,294
D.	The following appropriations are made for expenditures related to C Salaries and Benefits (CARES) Other Public Health Expenditures (CARES) Municipal Distribution (CARES) Administration (ERA21) Emergency Rental Assistance (ERA21) Administration (ERA22) Emergency Rental Assistance Second Allocation (ERA22) Salaries and Benefits Administration (ARP) Salaries and Benefits Retention (ARP Loss Revenue) Other Public Health Expenditures (ARP) Aid to Nonprofits Unallocated (ARP)	COVID19 and \$3,581,275 2,415,010 1,979,884 524,746 10,969,323 461,040 2,612,558 463,350 10,000,000 3,275,000 27,897,288 407,820
	TOTAL EXPENDITURES	\$64,587,294
	GRAND TOTAL- REVENUES GRAND TOTAL- EXPENDITURES	\$64,587,294 \$64,587,294

#### Section II.

A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 5. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - 6. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
  - 7. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
  - 8. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

#### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this grant project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a grant project, all unrestricted excess funds are transferred to the General Fund and the portion of the Grant Project associated with the project is closed.

Adopted this 20th day of February 2023.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_ Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

### SUBJECT:

Finance - Budget Amendment and Capital Project Ordinance

#### BRIEF SUMMARY:

During the January Board meeting the Board re-affirmed the Mt. Pleasant Library / ALC /Foil Park Project budget of \$26,500,000. Currently in the Capital Project Fund, there is a budget of \$17,499,999 for this project. The attached budget amendment and project ordinance budgets the additional funds of \$9,000,001 with a transfer from the Community Investment Fund of \$8,500,001 and from a PARTF Grant of \$500,000.

### **REQUESTED ACTION:**

Motion to approve the budget amendment and project ordinance.

# **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Jim Howden, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

# Budget Amendment

Budget Ordinance - FD 380

#### **Budget Revision/Amendment Request**

Date:	2/20/2023	3		Amount:	9,000,001		
Dept. Head:	James Hov	vden, Finance		Department:	Finance - IAS		
Internal	Transfer Wi	thin Department	□ Transfer Between Departments/Funds			🗹 Su	pplemental Request
Capital Proje	ct Fund. \$1	17,499,999 is alread	e current approved cost of \$26,500,000 to construct the Mt y budgeted in the County Capital Project Fund. The remain 0,001 and \$500,000 respectively.		• • • •	-	•
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	8140-6932-MPLIB	Contribution from Community Investment Fund	-	8,500,001		8,500,001
380	6	8140-6319	PARTF Grant	-	500,000		500,000
380	9	8240-9820	Library Construction	10,000,000	9,000,001		19,000,001
100	6	0000-6901	Fund Balance Appropriated	10,679,435	8,500,001		19,179,436
100	9	0000-9708	Contribution to Capital Project Fund	24,011,611	8,500,001		32,511,612

#### **Budget Officer**

#### **County Manager**

Approved

Denied

ApprovedDenied

Signature

Signature

Date

Date

#### **Board of Commissioners**

Approved

Signature

Date

### CABARRUS COUNTY COUNTY CAPITAL PROJECTS BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

#### Section I.

- A. The project authorized is for the construction and renovations of County Facilities. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Debt Proceeds 2020 Draw Note	\$ 60,904,154
Debt Proceeds 2022 Draw Note	103,458,267
Debt Proceeds 2024 Debt Program	16,654,664
Contributions from Capital Projects Fund	27,770,234
Contribution from General Fund	40,355,281
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,426
Contribution from Community Investment Fund	16,393,328
State Allocation	40,700,000
State Allocation	40,700,000
PARTF Grant	500,000

#### TOTAL REVENUES

C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation Governmental Center Skylight & Roof Replacement Contribution to Capital Reserve (Reimb for Skylight Project) Artificial Turf Fields Frank Liske Barn Replacement Legal / Closing Expenses Governmental Center Parking Deck Sealing Emergency Equipment Warehouse/ ITS Location Fiber Infrastructure Improvement Jail Annex HVAC Replacement Sheriff Training & Firing Range Renovations Human Services HVAC Frank Liske Park ADA Renovations Frank Liske Park Playground Replacement Camp Spencer Vending & Archery Building West Cabarrus Library & Senior Center Deferred Maintenance Projects EMS Headquarters	\$ $146,545,280 \\ 2,328,494 \\ 2,085,000 \\ 4,401,748 \\ 7,033,845 \\ 952,508 \\ 235,983 \\ 15,867,999 \\ 799,000 \\ 193,000 \\ 2,185,000 \\ 180,000 \\ 1,300,000 \\ 203,600 \\ 536,998 \\ 2,400,000 \\ 9,371,450 \\ 21,007,999 \\ 1,007,990 \\ 1,007,990 \\ 1,000,000,000 \\ 1,000,000 \\ 1,000,000 \\ 1,000,000 \\ 1,000,000 \\ 1,000,000 $
Deferred Maintenance Projects EMS Headquarters Mt. Pleasant Library / ALC / Foil Park Project	9,371,450 21,007,999 26,500,000
int. Theasant Library / ALC / TOILFark Froject	20,000,000

\$311,459,018

Northeast Area Land	4,729,117
Mental Health Facility	35,597,554
Other Improvements Unallocated	1,632,642
Enterprise Physical Security Project (ITS)	807,000
Concord Senior Center Overflow Parking Lot	700,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,533,504
Animal Shelter Expansion	290,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,439,171
Milestone Building	8,150,000
Fire Services Building	370,000
Frank Liske Park Tennis Court	280,000
Frank Liske Park Multiple Projects	5,000,000
Government Center Building Repair	450,000
Public Safety Training Center	2.073,823
Human Services Facility	2,250,000
TOTAL EXPENDITURES	\$311,459,018
GRAND TOTAL – REVENUES GRAND TOTAL – EXPENDITURES	\$311,459,018 \$311,459,018

#### Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. Transfers amounts between objects of expenditure and revenues within a function without limitation.
  - 2. Transfer amounts up to \$500,000 between functions of the same fund.
  - 3. Transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. Enter and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 5. Award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - 6. Execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
  - 7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

#### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the Community Investment Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 20<sup>th</sup> day of February, 2023.

#### CABARRUS COUNTY BOARD OF COMMISSIONERS

BY:

Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Finance - Reimbursement Resolution

#### BRIEF SUMMARY:

The County may advance its own funds to pay certain expenditures associated with the Mt. Pleasant Library / ALC / Foil Park Project. The attached Reimbursement Resolution will allow the County to reimburse themselves with future debt, if so desired, up to the full \$26,500,000 if necessary.

#### **REQUESTED ACTION:**

Motion to adopt the Reimbursement Resolution for the Mt. Pleasant Library / ALC / Foil Park Project up to \$26,500,000.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Jim Howden, Finance Director

#### **BUDGET AMENDMENT REQUIRED:**

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

#### Reimbursement Resolution

#### RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES DEPARTMENT OF TREASURY REGULATIONS

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the design, acquisition, construction, installation and equipping of a new public park facility, including the acquisition of necessary land, easements and rights-of-way, (ii) site development, (iii) any and all related utilities relocation and (iv) various real and/or personal property improvements related to any of the foregoing (collectively, the "Mt. Pleasant Library, ALC, Foil Park Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Mt. Pleasant Library, ALC, Foil Park Project is expected to be \$26,500,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Mt. Pleasant Library, ALC, Foil Park Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

I, Lauren Linker, Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners at a regular meeting held on February 20, 2023, as relates in any way to the passage of the resolutions hereinabove referenced, and that said proceedings are recorded in Minute Book No. [\_\_] of the minutes of said Board of Commissioners, beginning at page \_\_\_\_ and ending at page \_\_\_\_.

I DO HEREBY FURTHER CERTIFY that the schedule of regular meetings of said Board of Commissioners has been on file in my office pursuant to North Carolina General Statutes \$143-318.12 as of a date not less than seven (7) days before said meeting.

WITNESS my hand and the corporate seal of said County, this 20th day of February 2023.

Clerk to the Board of Commissioners for the County of Cabarrus, North Carolina

[SEAL]

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

Consent Agenda

#### SUBJECT:

Infrastructure and Asset Management - Stonewall Jackson Training School (SJTS) Parcels Timber Harvesting Plan Approval

#### **BRIEF SUMMARY:**

At the work session, County staff updated the Board on the current Stonewall Jackson Training School (SJTS) property acquisition, timber harvesting request for services, and timber harvesting logistics and contract.

#### **REQUESTED ACTION:**

Motion to authorize the County Manager to execute the contract with timber harvesting consultant (GFR Forestry Consultants) subject to review by County Attorney once Cabarrus County officially owns the particular parcels identified for timber harvest.

### **EXPECTED LENGTH OF PRESENTATION:**

#### SUBMITTED BY:

Kyle Bilafer, Assistant County Manager Kelly Sifford, Assistant County Manager

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

## ATTACHMENTS:

- Cost Estimate Letter
- Aerial
- Letter of Scope
- Market Timber Outline Thinning
- Market Timber Outline Full Harvest



Forestry Consultants & Timberland Sales

P.O. Box 310, Oakboro, North Carolina 28129 Office: (704) 984-1005 Office: (704) 984-0343 www.gfrforestry.com

Cabarrus County Infrastructure and Asset Management PO Box 707 Concord, NC 28026

Cabarrus County,

Below you will find GFR Forestry Consultants proposed fees and cost estimates to complete field work, conduct timber sales, manage the harvests, and oversee a contractor to clear and improve the logging roads.

#### Final Harvest

Services: Sale prep, inventory, market timber sale, conduct timber sale, and oversee harvest operation.

Flat Rate Fee = **\$10,500.00** 

This fee should be paid in 3 phases:

- **Phase 1**: Sale prep, inventory, appraisal = **\$4,000.00** (due upon completion of apparisal)
- Phase 2: Marketing of the timber sale = \$4,000.00 (due upon advertisement of sale notice)
- **Phase 3**: At closing of the timber sale = **\$2,500.00**

#### **First Commercial Thinning**

Services: Sale prep, inventory, market timber sale, conduct timber sale, and oversee harvest operation.

Flat Rate Fee = **\$6,300.00** 

This fee should be paid in 2 phases:

- **Phase 1**: Sale prep, inventory, appraisal = **\$2,100.00** (due upon execution of timber cutting agreement)
- **Phase 2**: Marketing, harvest monitoring = **\$4,200.00** (due upon completion of the harvest and satisfactory reconciliation of payment for wood harvested)

There will be no timber sale preparation activities conducted on this portion of the property until guaranteed access is established.

#### Mulching Contractor to Clear Access Road and Fence Line; Road Improvements to First Thinning

Carolina Brush & Land Management, LLC Estimate: \$275/hour for 3 days = **\$6,600 Total** Zach Gfeller: (704) 475-2238

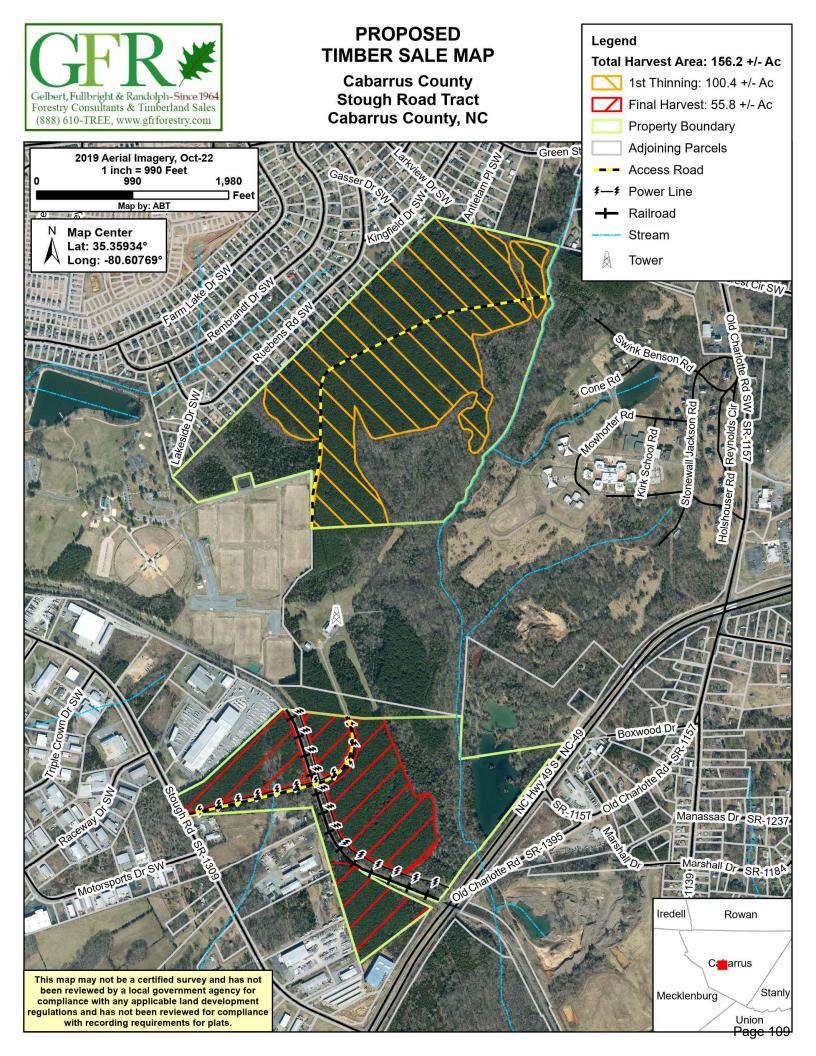
GFR Hourly Management Fee = \$95/hour

Should the timber sale be unsuccessful, GFR should be paid hourly compensation for the time invested in the project at a \$95/hour rate.

For all services beyond normal timber sale activities and marketing, a separate fee arrangement will be required.

Sincerely,

Caela Brooks, NCBRF #1892



December 1, 2022

Cabarrus County Infrastructure and Asset Management Mr. Kyle Bilafer PO Box 707 Concord, NC 28026

Dear Mr. Bilafer:

I enjoyed talking with Mr. Marshall to discuss the forest management needs on the woodland properties in Cabarrus County, North Carolina. I appreciate the opportunity to assist the County with the assessment and long-term forest management recommendations for this property.

It is our understanding that the County would like GFR Forestry Consultants to proceed with the preparation of two timber sales on the Stough Road Tract, as shown on the attached map.

- First Thinning of 100.4 +/- acres to be sold pay-as-cut
- Final Harvest of 55.8 +/- acres to be sold lump sum

Attached is an agreement that will summarize our decisions to date, and when signed by you, will be a record of our agreement. If this agreement is accurate, please sign the enclosed Marketing Timber Outline and return to our Oakboro office via email or mail.

Thank you for your confidence in GFR Forestry Consultants. We appreciate the opportunity to assist you in achieving your forest management goals. If you have any questions, please do not hesitate to contact our office at (704) 984-0343.

Best regards,

Caela D. Brooks, ACF, NCRF #1892

CDB/mlm

Enclosure

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina First Thinning of 100.4 +/- Acres Parcel Number: 5529014835000

Listed below are the services provided by Gelbert, Fullbright & Randolph Forestry Consultants, PLLC, (hereinafter, GFR) when handling and marketing the forest products for Landowners. Compensation for this work is covered by a fee of \$6,300.00 to be paid in two phases. Phase one will include sale preparation, inventory and appraisal of the timber at the rate of \$2,100.00 due at the execution of the timber cutting agreement. Phase two will include marketing of the sale and harvest monitoring at the rate of \$4,200.00 due at the completion of the harvest and satisfactory reconciliation of payments for wood harvested.:

The following services are included in Phase 1:

- 1. Initial meeting with the client and a cursory inspection of the tract and the timber.
- 2. The marking of property lines, streamside management zones, and other special areas. The need for a property survey will be determined at this point.

In the event that a legal plat of the property is not available or survey markings are not evident on the ground, all reasonable efforts will be made by GFR to reconstruct the location of property lines using deed description(s), available evidence and landowner's representation of the property lines. However, the landowner assumes responsibility for lines observed that may in the future be in dispute with survey information that was not available at the time of marketing or due to error, omission or misrepresentation by the landowner.

- 3. Consultation with the seller regarding the field data collected, current market prices, and marketing strategy.
- 4. The preparation and mailing of an "Invitation to Bid" to reputable buyers in the sale market area. The providing of any additional information needed by prospective buyers regarding the sale and the timber. The Invitation to Bid will include:
  - a. A description of the timber, relevant timber data, the logging conditions, an aerial map of the property showing the sale area(s), and a location map.
  - b. A listing of the conditions which must be met by the buyer, including a listing of any fields, roads, fences, and other vulnerable areas which must not be damaged during logging. The list will include a description of the statutes and Best Management Practices for Forestry within the State where the property lies.
  - c. A cutting time limit.
  - d. Insurance requirements. The buyer will be responsible for insurance that covers the company's liability and workers compensation during logging.
  - e. If a partial cut of the stand is being conducted, any reserved timber, which is not to be damaged, is described.
  - f. Additional conditions included as needed.

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina First Thinning of 100.4 +/- Acres Parcel Number: 5529014835000

5. A timber contract is drafted that includes the map and conditions of sale. The sale will be finalized by obtaining signatures, delivering the contract, and obtaining the non-refundable advance payment and performance bond from the buyer.

The following services are included in Phase 2:

- 1. GFR monitors and inspects all of the cutting to ensure that the sale conditions are met. In the event a condition is not honored, GFR will appraise (or assist in the appraisal) of damages and represent the landowner in negotiations with the buyer.
- 2. During logging, the logger will submit load tickets and security load sheets of what has been cut. GFR will reconcile these tickets and load sheets to verify that all trees that have been cut have been paid for accurately.
- 3. When the cutting time limit expires, or the logging is completed, a final logging inspection will be completed to ensure all conditions of the sale have been met. The landowner may request a release form be signed by the buyer at this time.
- 4. Timber basis calculations that assist the seller in minimizing the income tax consequences of the sale can be provided *for an additional fee*.
- 5. A completed W-9 form must be submitted by all landowners that will receive timber sale proceeds upon execution of the timber cutting agreement.

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina First Thinning of 100.4 +/- Acres Parcel Number: 5529014835000

#### Compensation to Gelbert, Fullbright & Randolph Forestry Consultants, PLLC:

Compensation for this work is covered by a fee of \$6,300.00 to be paid in two phases. Phase one will include sale preparation, inventory and appraisal of the timber at the rate of \$2,100.00 due at the execution of the timber cutting agreement. Phase two will include marketing of the sale and harvest monitoring at the rate of \$4,200.00 due at the completion of the harvest and satisfactory reconciliation of payments for wood harvested. If the extent of additional work requires GFR to charge on an hourly fee basis this method of compensation is approved by the landowner in advance. Storm damage combined with a per unit thinning would be an instance where hourly fee payments might be required. Property line disputes or extended right of way access issues would be another example where hourly fee payments might be required. If selective marking of timber is desired by the landowner or deemed necessary by GFR to ensure quality results, up to 4 hours of time spent marking trees, either for harvest or as leave trees, will be covered under the fee. Pre-approved time spent in excess of 4 hours will be charged at our regular hourly rates.

If the timber is withheld from the market GFR reserves the right to invoice for services provided to date based on our current hourly fee schedule, plus related expenses.

I confirm that I own the land and timber rights on the above mentioned parcel and that the land and timber are free and clear of all encumbrances; and I will defend the title of the timber against lawful claims from any persons.

I approve GFR Forestry Consultants to proceed with the timber sale preparations outlined above. I have read, understand and agree to the terms of this Marketing Timber Outline.

Signature (owner)	Print Name
Cabarrus County Infrastructur	e and Asset Management
Kyle Bilafer, Assistant County	y Manager

Date

% Ownership

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina Final Harvest of 55.8 +/- Acres Parcel Number: 5528075215000

Listed below are the services provided by Gelbert, Fullbright & Randolph Forestry Consultants, PLLC, (hereinafter, GFR) when handling the marketing of forest products for Landowners. Compensation for this work is covered by a fee of \$10,500.00 to be paid in 3 phases. Phase one will include sale preparation, inventory and appraisal of the timber at the rate of \$4,000.00 due upon completion of the appraisal. Phase 2 will include marketing of the timber sale at the rate of \$4,000.00 due upon advertisement of sale notice. Phase 3 will include closing of the timber sale at the rate of \$2,500.00 due at closing.

The following services are included in Phase 1:

- 1. Initial meeting with the client and a cursory inspection of the tract and the timber.
- 2. The marking of property lines, streamside management zones, and other special areas. The need for a property survey will be determined at this point.

In the event that a legal plat of the property is not available or survey markings are not evident on the ground, all reasonable efforts will be made by GFR to reconstruct the location of property lines using deed description(s), available evidence and landowner's representation of the property lines. However, the landowner assumes responsibility for lines observed that may in the future be in dispute with survey information that was not available at the time of marketing or due to error, omission or misrepresentation by the landowner.

3. An estimation of the merchantable trees by size, species, and volume or weight, as well as their market value, carried out by timber cruise. The volumes and value estimates derived from the timber cruise are our professional opinion of the current volumes and market values, but should not be considered a guarantee of the timber volumes and values.

The following services are included in Phase 2:

- 1. Consultation with the seller regarding the field data collected, current market prices, and marketing strategy.
- 2. The preparation and mailing of an "Invitation to Bid" to reputable buyers in the sale market area. The providing of any additional information needed by prospective buyers regarding the sale and the timber. The Invitation to Bid will include:
  - a. A description of the timber, relevant timber data, the logging conditions, an aerial map of the property showing the sale area(s), and a location map.
  - b. A listing of the conditions which must be met by the buyer, including a listing of any fields, roads, fences, and other vulnerable areas which must not be damaged during logging. The list will include a description of the statutes and Best Management Practices for Forestry within the State where the property lies.
  - c. A cutting time limit.
  - d. The timber volume estimation by product.

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina Final Harvest of 55.8 +/- Acres Parcel Number: 5528075215000

- e. Insurance requirements. The buyer will be responsible for insurance that covers the company's liability and workers compensation during logging.
- f. If a partial cut of the stand is being conducted, any reserved timber, which is not to be damaged, is described.
- g. Additional conditions are included as needed.
- 3. The sale will be concluded provided the buyer offers a price that exceeds the predetermined, undisclosed minimum. This minimum will be set by discussion with the seller prior to the bid opening; *no offer meeting or exceeding this minimum will be turned down due to price*. A 10% deposit may be required from the successful buyer. A performance bond will be acquired at time of closing, to be held until the satisfactory completion of the timber harvest. Any money obtained is held in an escrow account until all conditions of sale are met.

The following services are included in Phase 3:

- 1. A timber deed is drafted that includes the map and conditions of sale from the bid notice. The sale will be closed by obtaining signatures, delivering the deed, and obtaining the payment due from the successful buyer. A closing statement for the seller is drafted showing all sale income and expense. Checks are printed and distributed by GFR or the attorney for the seller or buyer.
- 2. A completed W-9 form must be submitted by all landowners that will receive timber sale proceeds upon execution of the timber deed.
- 3. GFR monitors and inspects all of the timber cutting to ensure that the sale conditions are met. In the event a condition is not honored, GFR will appraise (or assist in the appraisal) of damages and represent the landowner in negotiations with the buyer.
- 4. When the cutting time limit expires, or the logging is completed, a final logging inspection will be conducted to ensure all conditions of the sale have been met. The landowner may request a release form be signed by the buyer at this time.

Services beyond timber sale activities and marketing of the sale are subject to a separate fee arrangement. The following services are not included in the fee described above.:

- 1. Timber basis calculations that assist the seller in minimizing the income tax consequences of the sale can be provided *for an additional fee*.
- 2. Reforestation is not part of the timber sale commission. GFR can coordinate and supervise reforestation at our regular billable rates.
- 3. Landowners have the option to have GFR retain the timber sale proceeds in an escrow account to be applied towards reforestation costs. Notice should be furnished to GFR in writing (or below) if these funds are to be held **and the designated option must be approved by all owners.**

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina Final Harvest of 55.8 +/- Acres Parcel Number: 5528075215000

If the timber is either withheld from the market or a minimum acceptable bid is not offered at the time of sale then GFR reserves the right to invoice for services provided to date based on our current hourly fee schedule, plus related expenses. If the landowner does not sell the timber following the receipt of a sale price that is equal to or above the minimum acceptable bid then the commission will become due.

Closing costs may include the seller's attorney's fee for preparing the timber deed and excise tax for the county in which the timber was sold. Excise tax is determined by sale value at a rate of \$2/1,000 and are paid to the Register of Deeds in the county where the timber is located. Recording fees are the responsibility of the buyer. If any other services are provided in preparation for the timber sale they are often deducted at closing.

#### Cabarrus County, NC – Stough Road Tract - Cabarrus County, North Carolina Final Harvest of 55.8 +/- Acres Parcel Number: 5528075215000

I confirm that I own the land and timber rights on the above mentioned parcel and that the land and timber are free and clear of all encumbrances; and I will defend the title of the timber against lawful claims from any persons.

I approve GFR Forestry Consultants to proceed with the timber sale preparations outlined above. I have read, understand and agree to the terms of this Marketing Timber Outline.

	Duint Norma	<u></u>	
Signature (owner)	Print Name	Date	% Ownership
Cabarrus County Infrastruct	ure and Asset Management		
Kyle Bilafer, Assistant Cour	nty Manager		

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# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

ITS - Memorandum of Agreement for the Courtroom Upgrades for Remote Proceedings

## BRIEF SUMMARY:

The Administrative offices of the Courts of North Carolina require a memorandum of agreement for the County to utilize their contract with ePlus to install AOC approved AV equipment in the new courthouse. The State is supplying 3 units and it is the request of the Judges to have advance AV capabilities in 5 additional courtrooms.

## **REQUESTED ACTION:**

Motion to approve the Memorandum of Agreement between Cabarrus County and the North Carolina Administrative Office of the Courts.

# **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

Todd Shanley, Chief Information Officer

## **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

# Memorandum of Agreement

#### MEMORANDUM OF AGREEMENT Courtroom Upgrades for Remote Proceedings

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (NCAOC) and the COUNTY OF \_\_\_\_\_ (County), jointly referred to as the Parties and individually as a Party, and is effective as of the date of the last signature below.

**WHEREAS**, Session Law 2021-47 was enacted on June 18, 2021, adding a new section G.S. 7A-49.6, which significantly expands the courts' authority to hold proceedings by audio and video (AV) transmission;

**WHEREAS**, to facilitate proceedings conducted by AV transmission, the NCAOC issued RFP 02-2021000, resulting in a contract with ePlus Inc. to provide AV equipment and installation services;

**WHEREAS**, the NCAOC's contract with ePlus became effective on May 27, 2021, for a term of one (1) year with options for the NCAOC to extend the contract for two (2) additional one-year terms;

**WHEREAS**, under its contract with ePlus Inc., the NCAOC intends to pay for AV equipment and installation services for one (1) courtroom per county;

**WHEREAS**, the County seeks to provide funds to the NCAOC for the NCAOC to purchase additional AV equipment and installation services from ePlus Inc. to provide an additional courtroom(s) with upgraded technology for proceedings held by AV transmission;

**WHEREAS**, pursuant to G.S. § 7A-302, the County is required to provide physical facilities for the courts, including courtrooms, and will benefit from providing funds for AV equipment and installation by reducing foot traffic in the courthouse and the need for physical space for court proceedings;

**WHEREAS**, G.S. § 7A-49.6(j) requires that proceedings conducted by AV transmission "shall be conducted using videoconferencing applications approved by the [NCAOC]," and, in turn, the NCAOC has approved Cisco's WebEx application for such proceedings;

**WHEREAS**, the AV equipment provided under the NCAOC's contract with ePlus Inc. and listed in Appendix A attached to this MOA is compatible with the Cisco WebEx application; and

**WHEREAS**, the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase AV equipment and installation services from ePlus Inc. for an additional courtroom(s) identified by the County.

**NOW, THEREFORE**, in consideration for the promises made each to the other, the Parties agree as follows:

- 1. After this MOA is fully executed, the County may request that the NCAOC purchase AV equipment and installation services from ePlus Inc. for a specified courtroom(s) to be paid with County funds by providing written notice to the NCAOC's principal contact (listed in Section 9 of the MOA). The County will submit a Purchase Request via the NCAOC Online Store and reference this MOA. NCAOC Procurement Services will contact the County after receipt of the Purchase Request.
- 2. The specifications and initial pricing information for the AV equipment and estimated installation costs under the NCAOC's contract with ePlus Inc. are listed in Appendix A to this MOA. Due to the COVID-19 pandemic and supply chain issues, pricing may be higher based on equipment availability. EPlus Inc. will itemize any price changes and any additional costs upon completion of its survey(s) of the additional courtroom(s) in which AV equipment will be installed at the County's expense.
- 3. The NCAOC shall provide the County with the updated, itemized price information upon completion of the courtroom survey(s) by ePlus Inc. Within (30) days after receiving this information, the County shall:
  - a. Pay the NCAOC for the cost of the courtroom survey(s); and
  - b. Notify the NCAOC in writing whether the County wishes to proceed with providing funding to the NCAOC for the NCAOC to purchase the AV equipment and installation services from ePlus Inc, and, if so, identify the specific courtroom(s) in which the AV equipment will be installed.
- 4. The AV equipment may be shipped to, and stored at, the NCAOC's warehouse prior to installation in the County's courtroom(s). Upon the NCAOC's receipt of the AV equipment, the NCAOC will invoice the County for the cost of the AV equipment and will deliver the AV equipment to the County's courthouse in accordance with its standard pickup and delivery schedule for the County. The County shall pay the NCAOC's invoice for the AV equipment within thirty (30) days of receipt of the invoice or at the time of delivery of the AV equipment to the County's courthouse, whichever is later.
- Upon ePlus Inc.'s completion of the installation of AV equipment in a courtroom specified by the County, the NCAOC shall invoice the County for ePlus Inc.'s installation services for that courtroom. The County shall pay the NCAOC's invoice for installation services within thirty (30) days of receipt of the invoice.
- 6. During the applicable warranty period for the AV equipment or labor under the NCAOC's contract with ePlus (Warranty Period), the NCAOC shall be responsible for maintenance and repairs covered by such warranty. Calls for maintenance or repairs during the Warranty Period should be directed to the NCAOC Help Desk (919-890-2407). After the expiration of the

applicable Warranty Period, the County shall be solely responsible for maintenance and repairs, as well as any replacement of the AV equipment.

- 7. This MOA shall automatically terminate when the NCAOC's contract with ePlus Inc. terminates. Either Party may terminate this MOA, with or without cause, upon ninety (90) days' prior written notice to the other Party. After termination of this MOA, the County must continue to comply with its obligation to provide funds to the NCAOC for AV equipment ordered or installed at the County's request under this MOA. Also, Sections 4, 6, 8, 11, 13, and 14 shall survive the termination of this MOA. Upon termination of this MOA, the NCAOC shall retain ownership of the AV equipment purchased pursuant to this MOA but shall not remove such AV equipment from the courtroom where the County specified installation unless the County consents in writing.
- 8. The State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.
- 9. Notices, when required to be given in accordance with this MOA, shall be in written form and delivered to the Parties' principal contacts by email, U.S. mail, or personal delivery, addressed as shown below. Any time a Party desires to change its principal contact, a duly authorized representative of that Party shall promptly notify the other Party's principal contact in writing on the Party's letterhead. The initial principal contacts for this MOA are:

NCAOC's Principal Contact	County's Principal Contact
Jared Rundell	
Endpoint Services Manager	
Technology Services Division	
North Carolina Administrative Office of	
the Courts	
901 Corporate Center Drive	
Raleigh, NC 27607	
E-mail: Jared.D.Rundell@nccourts.org	

- 10. The County shall provide the NCAOC with documentation showing that its board of commissioners has delegated authority to the County's signatory, below, to execute this MOA.
- 11. This MOA shall be governed by the laws of the State of North Carolina without giving effect to principles of conflicts of law. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in tort or contract, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 12. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.

- 13. This MOA and any rights or obligations within this MOA shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by a Party to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the other Party.
- 14. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing their obligations under this MOA.
- 15. This MOA may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this MOA shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

**IN WITNESS WHEREOF**, intending to be bound hereby, this MOA is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this MOA and bind his or her respective agency to its terms.

#### NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS

By:	Date:
Kesha Howell	
NCAOC Chief Operation Officer	
COUNTY OF	_
By:	Date:
Printed Name:	-
Title:	-

Memorandum of Agreement Courtroom Upgrades for Remote Proceedings Page 4 of 4





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# Appendix A

# NCAOC COURTROOM AUDIO/VIDEO INFRASTRUCTURE TECHNICAL SPECIFICATIONS

The infrastructure technical specifications to upfit a NCAOC courtroom for an immersive Audio/Video experience are provided below. This infrastructure has been tested and determined compatible with Cisco Webex Meetings video conference technology, the NCAOC approved technology for use in various Judicial Branch remote A/V court proceedings.

In addition to initial infrastructure requirements, courtroom facility cabling requirements (electrical, information technology personnel. Each courtroom facility will be required to have a site survey network, other) will need to be assessed by both NCAOC Technology Services Division and county conducted to determine compatibility with courtroom microphone and speaker systems.

The following infrastructure will provide an immersive video conferencing solution that integrates with, or will require installation of, courtroom audio technology.

#### Services Required and Supported for Infrastructure Installation

- Site Survey
- Infrastructure Installation
- User Training and Resources
- Ongoing A/V Infrastructure Support

## Technical Specifications and Associated Cost (Current as of December 2020)

Cisco WebEx Room Pro Kit - Codec and Touch 10 Controller:	\$31,766.44
Quad Camera - Attorney Camera	
Sound Control Tech RC5-HE (HDMI extender with Camera control)	
Sound Control Tech RC5-CE (HDMI extender with Camera control)	
Cisco P60 camera - Judges Camera	
Sound Control Tech RC5-HE (HDMI extender with Camera control)	
Sound Control Tech RC5-CE (HDMI extender with Camera control)	
Cisco Touch 10 Controller	





Monitor Options (sizing and quantity based on viewing distance):	\$3,200 with 2 mobile carts
Monitors are required to support 4k w/60Kz refresh rate and HDMI-CEC 2.0	60.000 VI 0
LG 75UH5F-H 75" HD Monitor	\$2,980 with 2 wall mounts
LG 55UH7F-B 55" HD Monitor	wair mounts
Mobile Carts or Wall Mount Kits	
HDMI Extenders per monitor if required:	
Crestron HD-TXC-101-C-E (HDMI Tx Extender)	
Crestron HD-RXC-101-C-E (HDMI Rx Extender)	
Optional Pro Se Item:	
Cisco Webex Desk Pro	\$10,023.36
Cabling Technical Specifications Based on Site Survey:	TBD
TBD by installer in accordance with RFP 02-2021000	
Electrical outlets	
Data cabling	
A/V cable runs	
Misc. cables	
Microphone Technical Specifications (should courtroom require):	\$7,509.79
Shure Microphone System:	
4-channel transceiver	
Wired microphones	
Wireless microphones with charging station (optional)	
Body pack with lapel microphone (optional)	
Installation Services: Estimate Provided for Budgetary Purposes	\$20,000
TBD by installer in accordance with RFP 02-2021000	(est.)

- \* \* \* -

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

Legal - Ad Hoc Amendment to Central Area Land Use Plan Interlocal Agreement for 2101 NC 73 HWY, Further Identified as PIN 5641-00-5282

## **BRIEF SUMMARY:**

The City of Concord received a request for water service in Area A of the Central Area Land Use Plan Interlocal Agreement. The request is from Mardan Enterprises, LLC for property located at 2101 NC 73 HWY further identified as PIN 5641-00-5282. The property will be developed with one single-family home. Pursuant to the CALUP ILA, all requests for service in Area A must be jointly approved by the Cabarrus County Board of Commissioners and Concord City Council.

## **REQUESTED ACTION:**

Motion to approve the request for the City of Concord to provide water service at 2101 NC 73 HWY, further identified as PIN 5641-00-5282 and to authorize the County Manager to execute the Agreement subject to review and approval by the County Attorney.

# **EXPECTED LENGTH OF PRESENTATION:**

# SUBMITTED BY:

Susie Morris, Planning and Development Director

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

# ATTACHMENTS:

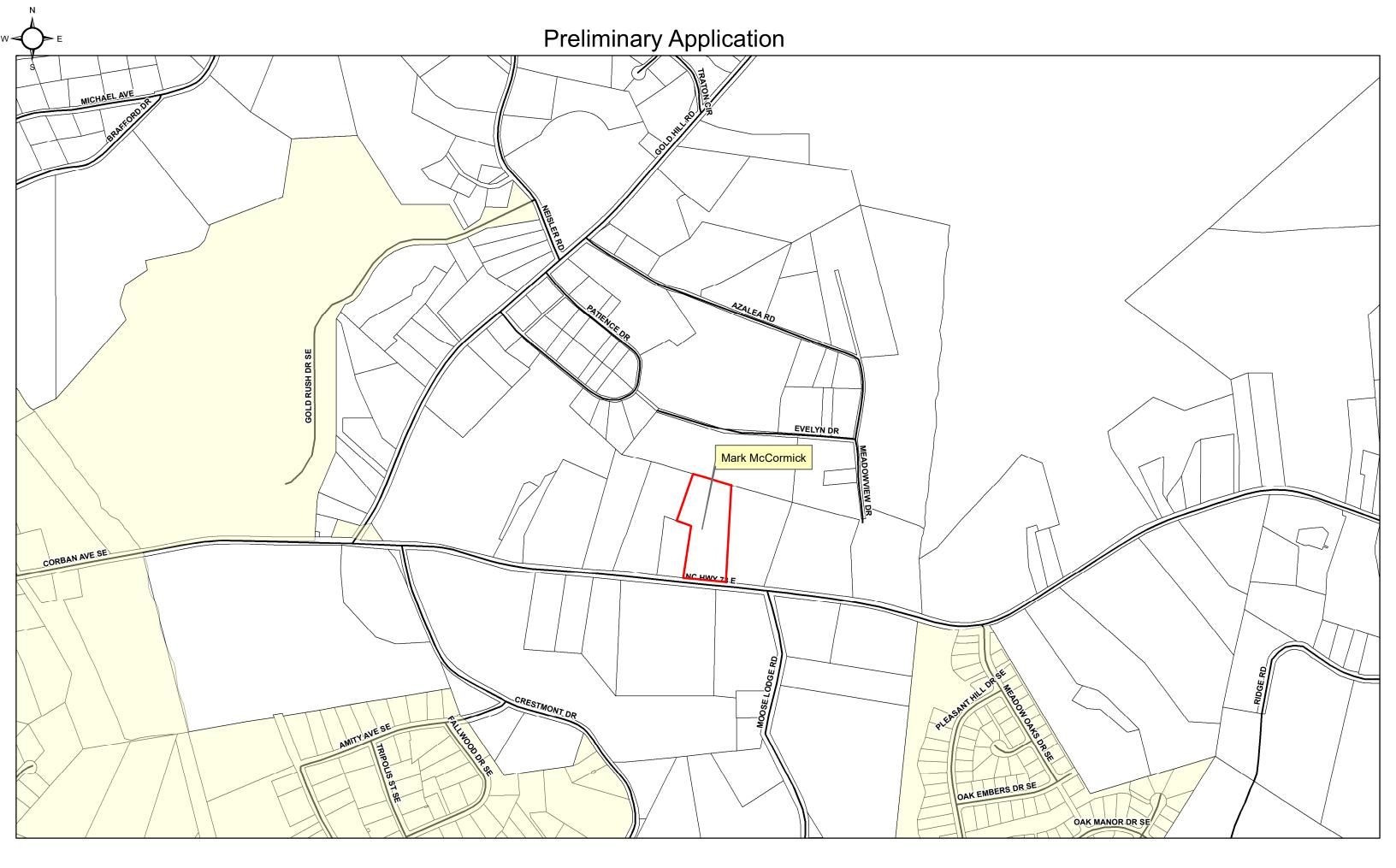
- D Concord Preliminary Application for Service
- Concord Application Map
- Aerial Map
- ILA Amendment
- ILA for CALUP
- Agreement

City of Concord, North Carolina Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development:	
2. Name and address of owner	(s)/developer(s): Mark MCCormick
	hone: 704 309-2848 Fax:
4. Name and address of survey	8355 Huy 27 E Coats NC 27521
5. Surveyor/engineer's teleph	ne: 704-791-4218 Fax:
	mber, and address of agent (if any):
	n to whom comments should be sent: 0 Bax 1321 Concered Nic 213026
8. Telephone number of perso	n to whom comments should be sent: 704 - 309 - 2848
Fax:	•
9. Location of property: 2	OINCHWY 73E, Concord NC 28025
10. Cabarrus County P.I.N.#:	5641-00-52.82
11. Current zoning classification	n: <u>AO</u>
12. Total acres: <u>5.5</u>	Total lots proposed:
13. Brief Description of develo	pmen Single Family Home
14. Proposed Construction Sch	edulc_10-15-2022 - 4-1-2023
15. Type of Service requested	1" Woter line Tap
- <u>11-08-2022</u> Date	The M-Garant Signature of Owner/Agent
	Mark MªCormick Name (printed)

**NOTE:** By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

		Staft Use Only:
Received by:	11	Date:
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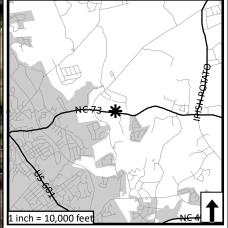


# Proposed CALUP ILA Amendment



Address: 2101 NC Hwy 73 PIN: 5641-00-5282





Cabarrus County shall not be held liable for any errors in this data. This includes errors of omisssion, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development - December 2023



COUNTY OF CABARRUS

#### AD HOC MODIFICATION OF CITY OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN FOR MARDAN ENTERPRISES, LLC (2101 NC 73 HWY)

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN ("the "Modification") is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD ("Concord"), a North Carolina municipal corporation, and CABARRUS COUNTY ("County").

#### RECITALS

1. On June 28, 2008, these same parties entered into an "Interlocal Agreement" regarding the implementation of the Central Area Plan ("CAP").

2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.

3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.

4. The parties have also had specific discussions about a parcel owned by Mardan Enterprises, LLC. Mardan Enterprises, LLC wishes to construct a new single -family home on a parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.

5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.

6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

#### TERMS

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 2101 NC 73 HWY, Concord NC 28025 (PIN 5641-00-5282).

2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: \_\_\_\_\_ Lloyd Payne, City Manager Date: \_\_\_\_\_

CABARRUS COUNTY

By: \_\_\_\_\_ Mike Downs, County Manager Date: \_\_\_\_\_

# STATE OF NORTH CAROLINACITY OF CONCORD- CABARRUS COUNTYINTERLOCAL AGREEMENT REGARDINGCOUNTY OF CABARRUSTHE CENTRAL AREA PLAN

This INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN ("Interlocal Agreement"), is entered into effective June 29, 2008 by, between and among the CITY OF CONCORD ("Concord"), a North Carolina municipal corporation and CABARRUS COUNTY ("County"), a body politic and political subdivision of the State of North Carolina, and the WATER AND SEWER DISTICT OF CABARRUS COUNTY, ("District"), a water and sewer district formed pursuant to N.C. Gen. Stat. Chapter 162A.

#### PREMISES

1. The City, the County and the District have been involved in lawsuits (the "Litigation") that are more particularly identified as the cases of <u>Craft Development, LLC, et v</u> <u>City of Concord, et al</u>, 03 CVS 2400, and <u>Morrison et al v City of Concord</u>, 03 CVS 2462 (Cabarrus County Superior Court).

2. All of the claims in the Litigation have been settled, dismissed or otherwise resolved, with the exception of the claims by the City against the County and the District, and the claims of the County and the District against the City.

3. On or about December 6, 2004, the City and the County entered into a Memorandum of Understanding (the "2004 MOU"), in which the City and County set out a framework by which they hoped to resolve the remaining claims in the Litigation and to settle any remaining differences between them pertaining to such claims.

4. On January 21, 2006, the parties reached an agreement (the "Agreement") to resolve all of the differences and disputes between them that were the subject of the Litigation.

5. This Agreement was attached to and incorporated into a Consent Judgment dated January 23, 2006 and signed by Superior Court Judge Clarence E. Horton, Jr.

6. The parties subsequently amended that Agreement by a document termed the "Amended Agreement", which was attached to and incorporated into an "Amended Consent Judgment" dated October 30, 2007 and signed by Superior Court Judge W. Erwin Spainhour.

7. In the Amended Agreement, the parties agreed to modify the Agreement to divide Concord's Utility Service Area into two subareas and set forth temporary rules in each subarea with regard to the provision of utilities to property in the Utility Service Area while they worked on a land use plan known as the "Central Area Plan" (also referred to as "CAP"). The CAP is presently in draft form and has not yet been approved by the parties.

8. This Amended Agreement contained an expiration date of June 30, 2008.

9. The parties now desire to enter into a new agreement regarding the Central Area Plan and for the provision of utilities in Concord's Utility Service Area.

In consideration of these Premises and the Terms below, and the provisions of N.C. Gen. Stat.§160A-460 *et seq.*, which the parties acknowledge make this Interlocal Agreement binding and enforceable, the parties agree as follows.

#### TERMS

1. The parties agree to use their best efforts to jointly plan for growth in Concord's Utility Service Area, particularly in the geographic area included in the Central Area Plan and located outside of the Concord's planning and zoning jurisdiction. Such planning shall take into consideration the goals of fiscally responsible growth management, rural preservation, protection of farmland, preservation of natural areas, conservation, sustainable development and the impact of the extension of water and sewer utility services with its resultant likely increase in development intensity in that Area. No wording in this paragraph shall be construed to mean that the County has acquired any additional powers to control, manage or direct growth in those areas within the municipal boundaries of and the extraterritorial jurisdiction of Concord.

The parties agree to jointly adopt the same CAP for the Central Area outside of 2. the planning and zoning jurisdictions of the Cities of Concord and Kannapolis but only within the Utility Service Area of Concord. Pursuant to the Amended Agreement, the parties have been working on the proposed CAP, which work is being developed and coordinated by LandDesign. The parties agree that the CAP will be diligently completed and then forthwith approved by each of the parties pursuant to the procedures provided in the respective ordinances of the parties. Specifically, the parties agree that each will submit the CAP for consideration to their respective planning and zoning boards no later than the regularly scheduled August, 2008 meeting for each such board (or at the next regularly scheduled meeting if the August meeting is not convened for lack of a quorum) and that the CAP will be considered by their respective governing boards no later than the next regularly scheduled meeting for each board after the respective planning and zoning boards refer the CAP to their respective boards for consideration. The parties acknowledge that each must adopt the same CAP in order for this Interlocal Agreement to accomplish its purposes. The County agrees to assume primary responsibility for finalizing the CAP and initiating any zoning changes as a result in areas outside the extra-territorial zoning jurisdiction of the City. The draft CAP map is attached at Exhibit B.

3. The parties have agreed on two areas in the Utility Service Area referred to as Areas "A" and "B". The location of these areas is shown on a map attached as Exhibit A and incorporated by reference. The line dividing the two areas is referred to as the Utility Service Boundary ("USB"). For all those properties located in Area B the parties agree that Concord at its sole option may extend utility service to owners and developers of such properties. For all those properties located within Area A, Concord shall not extend water and sewer utilities except for those for which Concord has already entered into a construction contract or for extensions required by an emergency, including but not limited to failing on-site waste water treatment systems or failing on-site water wells; or either to (i) properties located within Concord municipal limits or ETJ, or (ii) to individual buildings adjacent to wastewater or water lines as either may exist on June 30, 2008. Concord and the County do consent to the extension of utilities to development owned and operated by the federal, state, county or municipal governments, or to "employment centers" as shown on the CAP now or through amendment approved by both Concord and the County, or to regional utility lines such as a water pipeline from the Yadkin River basin to Concord.

4. The parties each agree to rezone the affected properties in the CAP in their respective jurisdictions to that zoning classification that matches the land use and densities recommended in the revised CAP.

5. This Interlocal Agreement shall commence on the effective date stated above and continue for a period of fifteen (15) years, terminating on June 29, 2023. Notwithstanding, the parties agree to review this Interlocal Agreement at least every five (5) years from the effective date in order to determine if the Interlocal Agreement continues to accomplish its purpose. The parties may amend this Interlocal Agreement at any time by a written instrument agreed to and executed by all the parties.

6. No provision of this Interlocal Agreement shall be construed to impair Concord's right to annex any property in its Utility Service Area, except to the extent that such an annexation by law would require Concord to provide water and/or sewer utility service to a property that would violate the terms of this Interlocal Agreement. In such cases, Concord may annex, but decline to provide utilities.

7. Contemporaneously with the execution of this Interlocal Agreement, the parties agree to amend accordingly the Agreements and Amended Agreement which are incorporated respectively into the Consent Judgment of January 23, 2006 and the Amended Consent Judgment of October 30, 2007. Except as changed by this Interlocal Agreement, the definitions contained in such documents shall retain their meanings.

8. The parties understand and acknowledge that a breach of this Interlocal Agreement would accord the non-breaching party an inadequate remedy at law and that injunctive relief and specific performance would be the only effective remedies. The parties agree that the non-breaching party may seek and obtain injunctive relief and specific performance to enforce the terms of this Interlocal Agreement. The prevailing party in any such litigation shall be entitled to recover its attorneys fees and cost of litigation from the party which defaults or breaches the Interlocal Agreement.

9. Should Concord breach this Interlocal Agreement by extending water and sewer utility services to property located in Area A, other than the provision described in Paragraph 3 above, the County as an additional remedy may withhold issuing building permits for development of such property. Should the County breach this Interlocal Agreement, Concord is not required to extend water and sewer utilities to any development approved by the County in derogation of this Agreement, nor is Concord required to continue to follow this Agreement.

10. This document and the corresponding Second Amended Consent Judgment containing the Second Amended Agreement collectively comprise the entire agreement between the parties with reference to the matters contemplated by such writings. No modification or amendment shall be valid and enforceable unless reduced to writing and signed by all the parties.

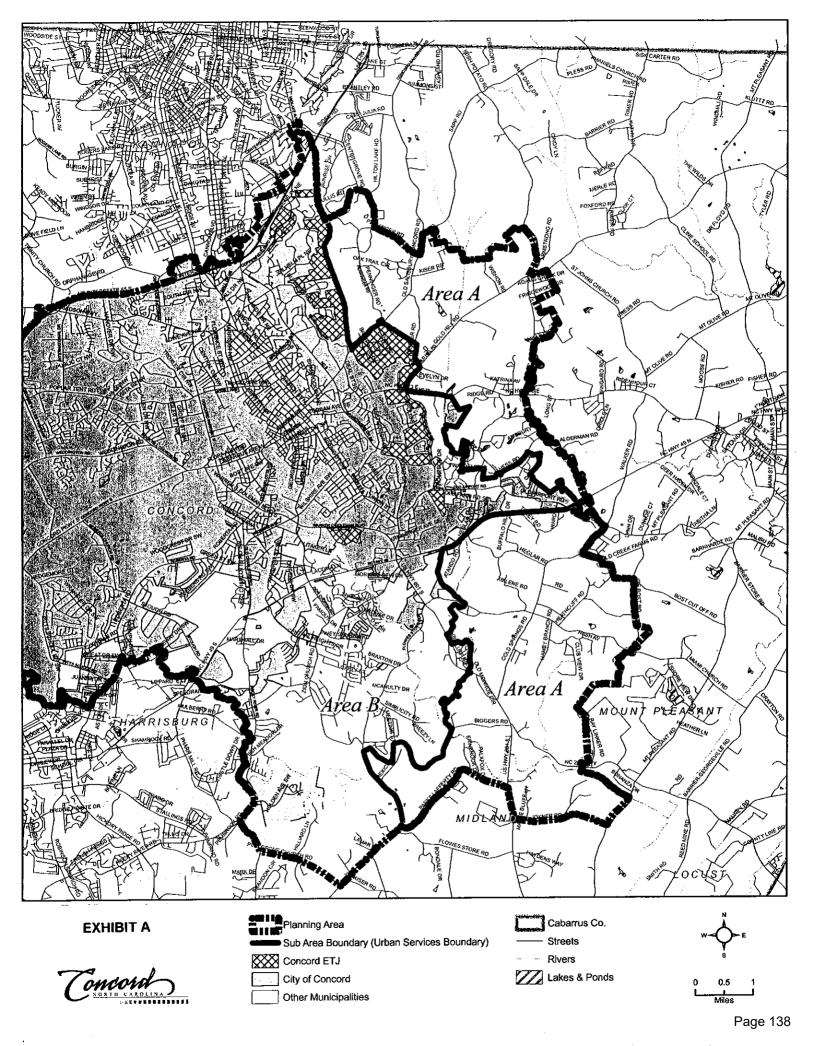
IN WITNESS, the parties have each executed this Interlocal Agreement by their respective authorized officials pursuant to the authority specifically granted by their respective governing boards at a joint public meeting held on June 25, 2008.

CABARRUS COUNTY CITY OF CONCORD By: By: Jay White, Sr. Scott Padgett H/ Jay White, Sr. Commission Chair Mayor CONC of TEST: ATTEST: Honevcutt Kim Deason k to the Board of Commissioners City Clerk WATER AND SEWER DISTRUM CAT OF CABA RUS COUNTY W By: White, Sr.

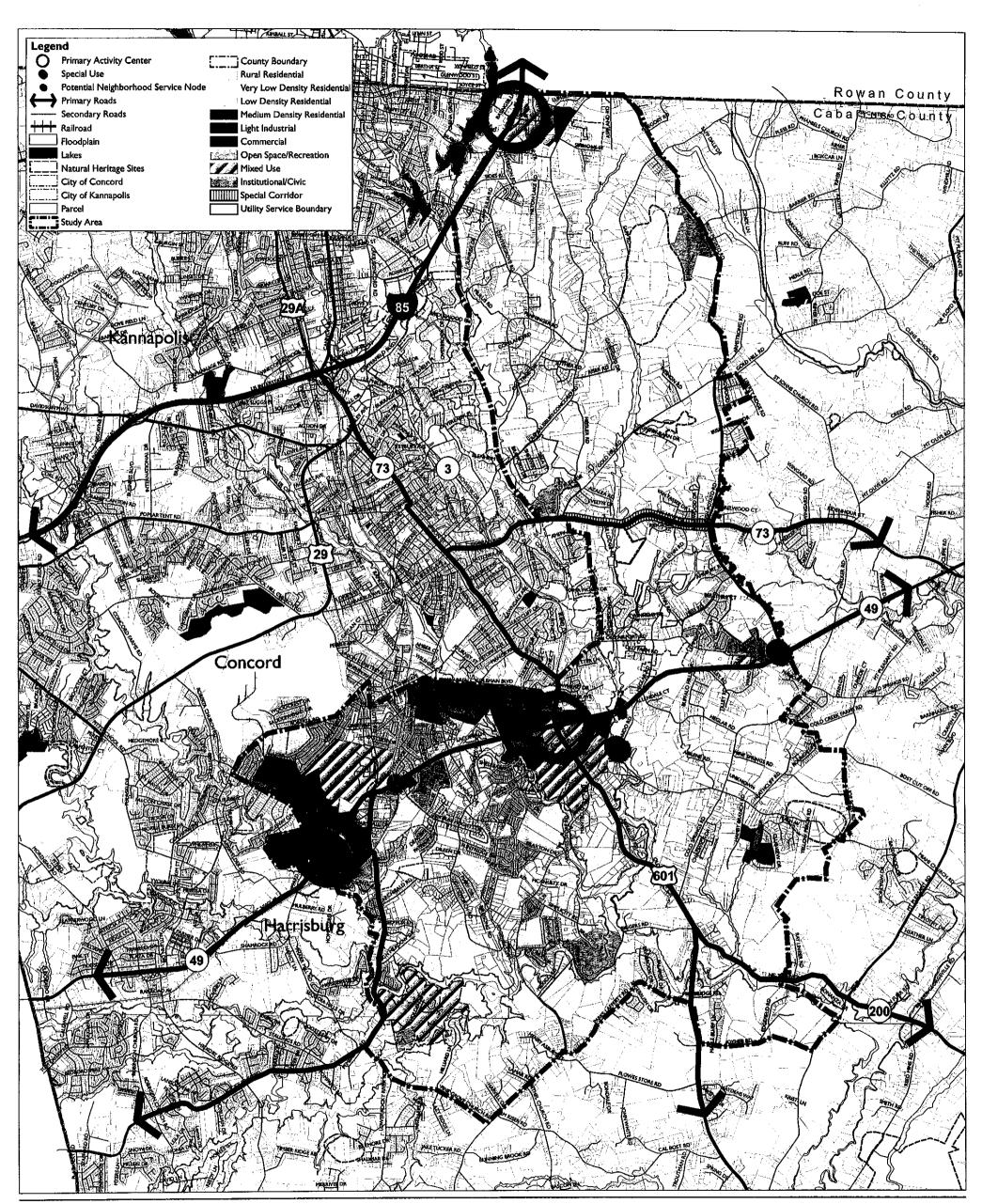
ATTEST:

Kay Honeyoutt Clerk to the District

WAR SOUTH OF EXPLANATIONS



EXHLBIT B





WARREN & ASSOCIATES FOLD LINE ALABUTENERMOLIES

CODE STUDIO

# DRAFT LAND USE PLAN (Figure 10)

Central Area Plan

Cabarrus County, North Carolina

1 inch equals 2,000 feet 0 0.25 0.5 1



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COUNTY OF CABARRUS

AD HOC MODIFICATION OF CITY OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN FOR MARDAN ENTERPRISES, LLC (2101 NC 73 HWY)

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN ("the "Modification") is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD ("Concord"), a North Carolina municipal corporation, and CABARRUS COUNTY ("County").

#### RECITALS

1. On June 28, 2008, these same parties entered into an "Interlocal Agreement" regarding the implementation of the Central Area Plan ("CAP").

2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.

3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.

4. The parties have also had specific discussions about a parcel owned by Mardan Enterprises, LLC. Mardan Enterprises, LLC wishes to construct a new single -family home on a parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.

5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.

6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

#### TERMS

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 2101 NC 73 HWY, Concord NC 28025 (PIN 5641-00-5282).

2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: \_\_\_\_\_ Lloyd Payne, City Manager Date: \_\_\_\_\_

CABARRUS COUNTY

By: \_\_\_\_\_ Mike Downs, County Manager Date: \_\_\_\_\_

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

Legal - Ad Hoc Amendment to Central Area Land Use Plan Interlocal Agreement for 380 Patience Drive, Further Identified as PIN 5641-00-1839

## BRIEF SUMMARY:

The City of Concord received a request for water service in Area A of the Central Area Land Use Plan Interlocal Agreement. The request is from Mardan Enterprises, LLC for property located at 380 Patience Drive, further identified as PIN 5641-00-1839. The property will be developed with one single-family home. Pursuant to the Central Area Land Use Plan Interlocal Agreement, all requests for service in Area A must be jointly approved by the Cabarrus County Board of Commissioners and Concord City Council.

## **REQUESTED ACTION:**

Motion to approve the request for the City of Concord to provide water service at 380 Patience Drive, further identified as PIN 5641-00-1839 and to authorize the County Manager to execute the agreement subject to review and approval by the County Attorney.

# **EXPECTED LENGTH OF PRESENTATION:**

# SUBMITTED BY:

Susie Morris, Planning and Development Director

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

# ATTACHMENTS:

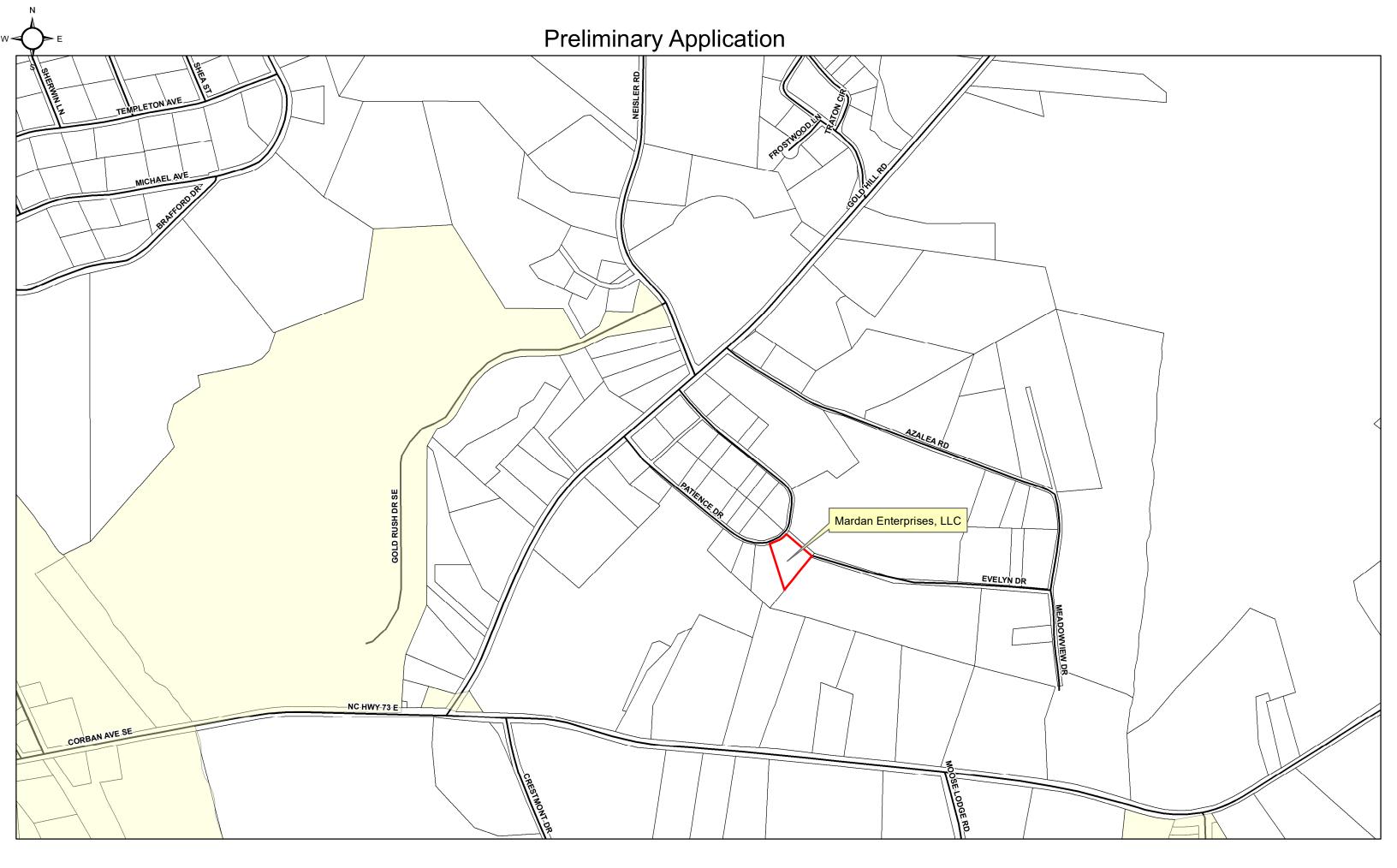
- Concord Preliminary Application for Service
- Concord Service Map
- ILA Amendment Document
- Aerial Map
- ILA for CALUP
- Agreement

#### City of Concord, North Carolina Preliminary Application – Extension of Concord Utilities outside Concord City Limits (Please type or print in black ink)

1. Name of development:	
2. Name and address of owner(s)/develo	oper(s): Mardon Enterprises, LLC
3. Owner(s)/developer(s) telephone:	04-746-5683 Fax:
4. Name and address of surveyor/engine	er: James Land Sucreying
and Mapping, 8355	
5. Surveyor/engineer's telephone: <u>うレ</u>	1-791-4218 Fax:
6. Name, telephone and fax number, and	d address of agent (if any):
7. Name and address of person to whom Enterprises, LLC, Max	K MCormick, Po Box 1321
8. Telephone number of person to whom	n comments should be sent: 704-309-2848
Fax:	
9. Location of property: 380 Pa	tience Dr. Concord NC 28025
10. Cabarrus County P.I.N.#: 5641 -	-00-1839
11. Current zoning classification: $\underline{PO}$	>
12. Total acres:	Total lots proposed: 1
13. Brief Description of development:	Single family home.
14. Proposed Construction Schedule	2-16-2022
15. Type of Service requested $\qquad \qquad \qquad$	ter line Tap
<u>11-11-2022</u> Date	Mark MCConnick Signature of Owner/Agent
	Mark McCormick Name (printed)
<b>NOTE:</b> By affixing his or her signature he	ereto, the owner/developer acknowledges understanding of and

agreement to comply with all provisions of the Concord City Code section 62.

	Staff Use Only:	
Received by:	Date:	



COUNTY OF CABARRUS

#### AD HOC MODIFICATION OF CITY OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN FOR MARDAN ENTERPRISES, LLC (380 PATIENCE DRIVE)

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN ("the "Modification") is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD ("Concord"), a North Carolina municipal corporation, and CABARRUS COUNTY ("County").

#### RECITALS

1. On June 28, 2008, these same parties entered into an "Interlocal Agreement" regarding the implementation of the Central Area Plan ("CAP").

2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.

3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.

4. The parties have also had specific discussions about a parcel owned by Mardan Enterprises, LLC. Mardan Enterprises, LLC wishes to construct a new single -family home on a parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.

5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.

6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

#### TERMS

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 380 Patience Drive, Concord NC 28025 (PIN 5641-00-1839).

2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: \_\_\_\_\_ Lloyd Payne, City Manager Date: \_\_\_\_\_

Date: \_\_\_\_\_

CABARRUS COUNTY

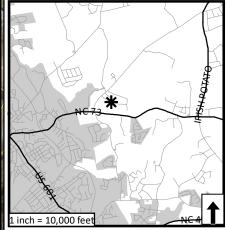
By: \_\_\_\_\_ Mike Downs, County Manager

## Proposed CALUP ILA Amendment



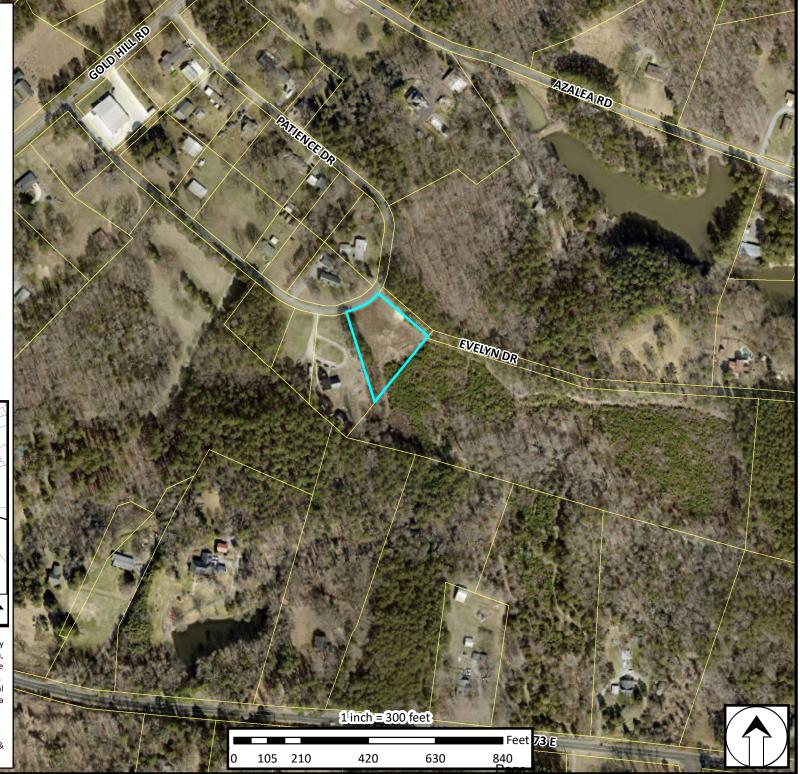
Address: 380 Patience Dr PIN: 5641-00-1839





Cabarrus County shall not be held liable for any errors in this data. This includes errors of omisssion, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development - January 2023



# STATE OF NORTH CAROLINACITY OF CONCORD- CABARRUS COUNTYINTERLOCAL AGREEMENT REGARDINGCOUNTY OF CABARRUSTHE CENTRAL AREA PLAN

This INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN ("Interlocal Agreement"), is entered into effective June 29, 2008 by, between and among the CITY OF CONCORD ("Concord"), a North Carolina municipal corporation and CABARRUS COUNTY ("County"), a body politic and political subdivision of the State of North Carolina, and the WATER AND SEWER DISTICT OF CABARRUS COUNTY, ("District"), a water and sewer district formed pursuant to N.C. Gen. Stat. Chapter 162A.

#### PREMISES

1. The City, the County and the District have been involved in lawsuits (the "Litigation") that are more particularly identified as the cases of <u>Craft Development, LLC, et v</u> <u>City of Concord, et al</u>, 03 CVS 2400, and <u>Morrison et al v City of Concord</u>, 03 CVS 2462 (Cabarrus County Superior Court).

2. All of the claims in the Litigation have been settled, dismissed or otherwise resolved, with the exception of the claims by the City against the County and the District, and the claims of the County and the District against the City.

3. On or about December 6, 2004, the City and the County entered into a Memorandum of Understanding (the "2004 MOU"), in which the City and County set out a framework by which they hoped to resolve the remaining claims in the Litigation and to settle any remaining differences between them pertaining to such claims.

4. On January 21, 2006, the parties reached an agreement (the "Agreement") to resolve all of the differences and disputes between them that were the subject of the Litigation.

5. This Agreement was attached to and incorporated into a Consent Judgment dated January 23, 2006 and signed by Superior Court Judge Clarence E. Horton, Jr.

6. The parties subsequently amended that Agreement by a document termed the "Amended Agreement", which was attached to and incorporated into an "Amended Consent Judgment" dated October 30, 2007 and signed by Superior Court Judge W. Erwin Spainhour.

7. In the Amended Agreement, the parties agreed to modify the Agreement to divide Concord's Utility Service Area into two subareas and set forth temporary rules in each subarea with regard to the provision of utilities to property in the Utility Service Area while they worked on a land use plan known as the "Central Area Plan" (also referred to as "CAP"). The CAP is presently in draft form and has not yet been approved by the parties.

8. This Amended Agreement contained an expiration date of June 30, 2008.

9. The parties now desire to enter into a new agreement regarding the Central Area Plan and for the provision of utilities in Concord's Utility Service Area.

In consideration of these Premises and the Terms below, and the provisions of N.C. Gen. Stat.§160A-460 *et seq.*, which the parties acknowledge make this Interlocal Agreement binding and enforceable, the parties agree as follows.

#### TERMS

1. The parties agree to use their best efforts to jointly plan for growth in Concord's Utility Service Area, particularly in the geographic area included in the Central Area Plan and located outside of the Concord's planning and zoning jurisdiction. Such planning shall take into consideration the goals of fiscally responsible growth management, rural preservation, protection of farmland, preservation of natural areas, conservation, sustainable development and the impact of the extension of water and sewer utility services with its resultant likely increase in development intensity in that Area. No wording in this paragraph shall be construed to mean that the County has acquired any additional powers to control, manage or direct growth in those areas within the municipal boundaries of and the extraterritorial jurisdiction of Concord.

The parties agree to jointly adopt the same CAP for the Central Area outside of 2. the planning and zoning jurisdictions of the Cities of Concord and Kannapolis but only within the Utility Service Area of Concord. Pursuant to the Amended Agreement, the parties have been working on the proposed CAP, which work is being developed and coordinated by LandDesign. The parties agree that the CAP will be diligently completed and then forthwith approved by each of the parties pursuant to the procedures provided in the respective ordinances of the parties. Specifically, the parties agree that each will submit the CAP for consideration to their respective planning and zoning boards no later than the regularly scheduled August, 2008 meeting for each such board (or at the next regularly scheduled meeting if the August meeting is not convened for lack of a quorum) and that the CAP will be considered by their respective governing boards no later than the next regularly scheduled meeting for each board after the respective planning and zoning boards refer the CAP to their respective boards for consideration. The parties acknowledge that each must adopt the same CAP in order for this Interlocal Agreement to accomplish its purposes. The County agrees to assume primary responsibility for finalizing the CAP and initiating any zoning changes as a result in areas outside the extra-territorial zoning jurisdiction of the City. The draft CAP map is attached at Exhibit B.

3. The parties have agreed on two areas in the Utility Service Area referred to as Areas "A" and "B". The location of these areas is shown on a map attached as Exhibit A and incorporated by reference. The line dividing the two areas is referred to as the Utility Service Boundary ("USB"). For all those properties located in Area B the parties agree that Concord at its sole option may extend utility service to owners and developers of such properties. For all those properties located within Area A, Concord shall not extend water and sewer utilities except for those for which Concord has already entered into a construction contract or for extensions required by an emergency, including but not limited to failing on-site waste water treatment systems or failing on-site water wells; or either to (i) properties located within Concord municipal limits or ETJ, or (ii) to individual buildings adjacent to wastewater or water lines as either may exist on June 30, 2008. Concord and the County do consent to the extension of utilities to development owned and operated by the federal, state, county or municipal governments, or to "employment centers" as shown on the CAP now or through amendment approved by both Concord and the County, or to regional utility lines such as a water pipeline from the Yadkin River basin to Concord.

4. The parties each agree to rezone the affected properties in the CAP in their respective jurisdictions to that zoning classification that matches the land use and densities recommended in the revised CAP.

5. This Interlocal Agreement shall commence on the effective date stated above and continue for a period of fifteen (15) years, terminating on June 29, 2023. Notwithstanding, the parties agree to review this Interlocal Agreement at least every five (5) years from the effective date in order to determine if the Interlocal Agreement continues to accomplish its purpose. The parties may amend this Interlocal Agreement at any time by a written instrument agreed to and executed by all the parties.

6. No provision of this Interlocal Agreement shall be construed to impair Concord's right to annex any property in its Utility Service Area, except to the extent that such an annexation by law would require Concord to provide water and/or sewer utility service to a property that would violate the terms of this Interlocal Agreement. In such cases, Concord may annex, but decline to provide utilities.

7. Contemporaneously with the execution of this Interlocal Agreement, the parties agree to amend accordingly the Agreements and Amended Agreement which are incorporated respectively into the Consent Judgment of January 23, 2006 and the Amended Consent Judgment of October 30, 2007. Except as changed by this Interlocal Agreement, the definitions contained in such documents shall retain their meanings.

8. The parties understand and acknowledge that a breach of this Interlocal Agreement would accord the non-breaching party an inadequate remedy at law and that injunctive relief and specific performance would be the only effective remedies. The parties agree that the non-breaching party may seek and obtain injunctive relief and specific performance to enforce the terms of this Interlocal Agreement. The prevailing party in any such litigation shall be entitled to recover its attorneys fees and cost of litigation from the party which defaults or breaches the Interlocal Agreement.

9. Should Concord breach this Interlocal Agreement by extending water and sewer utility services to property located in Area A, other than the provision described in Paragraph 3 above, the County as an additional remedy may withhold issuing building permits for development of such property. Should the County breach this Interlocal Agreement, Concord is not required to extend water and sewer utilities to any development approved by the County in derogation of this Agreement, nor is Concord required to continue to follow this Agreement.

10. This document and the corresponding Second Amended Consent Judgment containing the Second Amended Agreement collectively comprise the entire agreement between the parties with reference to the matters contemplated by such writings. No modification or amendment shall be valid and enforceable unless reduced to writing and signed by all the parties.

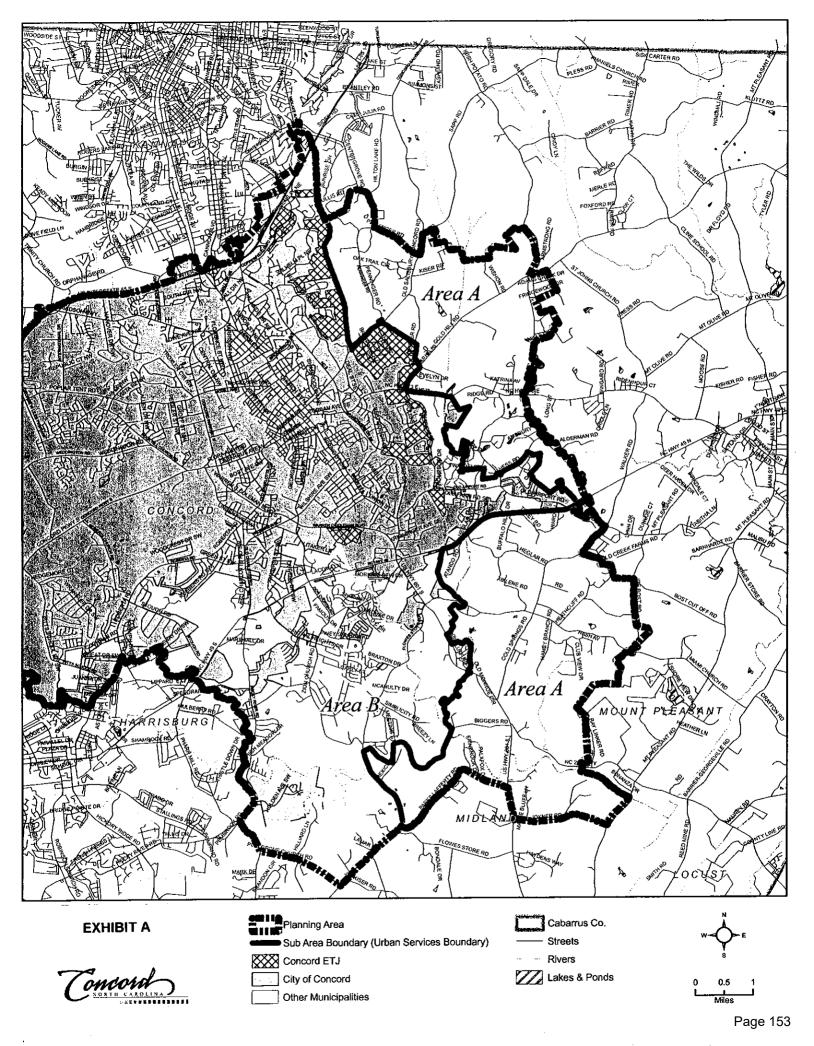
IN WITNESS, the parties have each executed this Interlocal Agreement by their respective authorized officials pursuant to the authority specifically granted by their respective governing boards at a joint public meeting held on June 25, 2008.

CABARRUS COUNTY CITY OF CONCORD By: By: Jay White, Sr. Scott Padgett H/ Jay White, Sr. Commission Chair Mayor CONC of TEST: ATTEST: Honevcutt Kim Deason k to the Board of Commissioners City Clerk WATER AND SEWER DISTRUM CAT OF CABA RUS COUNTY W By: White, Sr.

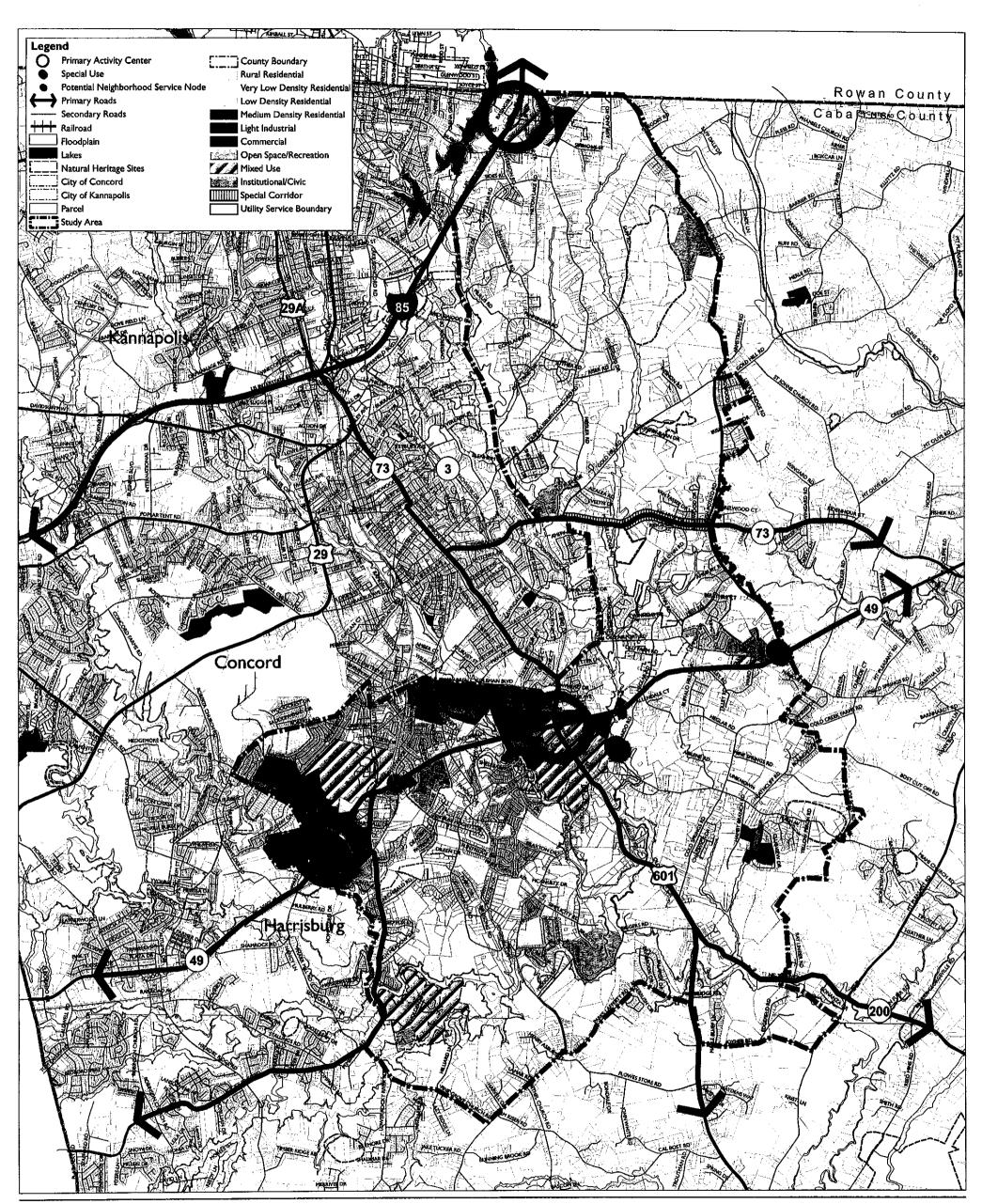
ATTEST:

Kay Honeyoutt Clerk to the District

WAR SOUTH OF EXPLANATIONS



EXHLBIT B





WARREN & ASSOCIATES FOLD LINE ALABUTENERMOLIES

CODE STUDIO

## DRAFT LAND USE PLAN (Figure 10)

Central Area Plan

Cabarrus County, North Carolina

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COUNTY OF CABARRUS

#### AD HOC MODIFICATION OF CITY OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN FOR MARDAN ENTERPRISES, LLC (380 PATIENCE DRIVE)

This AD HOC MODIFICATION OF THE CONCORD-CABARRUS COUNTY INTERLOCAL AGREEMENT REGARDING THE CENTRAL AREA PLAN ("the "Modification") is entered into effective as of the last date of execution by the parties as shown below, by, between and among the CITY OF CONCORD ("Concord"), a North Carolina municipal corporation, and CABARRUS COUNTY ("County").

#### RECITALS

1. On June 28, 2008, these same parties entered into an "Interlocal Agreement" regarding the implementation of the Central Area Plan ("CAP").

2. This Interlocal Agreement was to continue in effect for a period of 15 years and contemplated a review of the efficacy of the Interlocal Agreement every 5 years.

3. The parties have had discussions about specific issues and parcels affected by the CAP since the execution of the Interlocal Agreement.

4. The parties have also had specific discussions about a parcel owned by Mardan Enterprises, LLC. Mardan Enterprises, LLC wishes to construct a new single -family home on a parcel, which is located in Area A of the Interlocal Agreement. Pursuant to the terms of the Interlocal Agreement, the CAP prohibits Concord from extending utilities to real property parcels in Area A.

5. The CAP and the Interlocal Agreement have been successful in redirecting residential development into other areas of Cabarrus County, but there are instances in the Central Area in which it makes sense to modify the Interlocal Agreement to allow a limited amount of development in areas where utilities already exist or are reasonably available.

6. The purpose of this Amendment is to modify the Interlocal Agreement to the limited extent of addressing the above-described circumstance involving the below identified parcel(s).

In consideration of the above Recitals and the Terms below, which the parties specifically acknowledge and agree make this Modification legally binding and enforceable, the parties agree as provided below.

#### TERMS

1. Concord agrees to provide electric and water utility services under its normal and customary terms and conditions to the property located at 380 Patience Drive, Concord NC 28025 (PIN 5641-00-1839).

2. Except as specifically changed by this Modification, the provisions of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS, the parties have executed this Modification as indicated below, all pursuant to legal authority duly given.

CITY OF CONCORD

By: \_\_\_\_\_ Lloyd Payne, City Manager Date: \_\_\_\_\_

CABARRUS COUNTY

By: \_\_\_\_\_ Mike Downs, County Manager Date:

## **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

Planning and Development - Community Development Budget Amendment

## BRIEF SUMMARY:

The attached budget amendment is to place revenues generated from the Duke Energy rebate program into expense line items to allow them to be expended. Staff has generated \$28,506.45 in revenues through the program. The Duke Energy rebate program requires that revenues be placed back into the program to expand service.

## **REQUESTED ACTION:**

Motion to approve the budget amendment.

## **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

Kelly Sifford, AICP Assistant County Manager

## **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

## Budget Amendment

#### **Budget Revision/Amendment Request**

	-								
Date: 2/20/2023				Amount:	28,506.45				
Dept. Head: Kelly Sifford					Department:	Community Development			
Internal	Transfer Witl	nin Department	Transfer Between	Department	s/Funds		√ Su	pplemental Request	
Purpose: To a	Illocate Duke Re	ebate Program funds re	eceived for Weatherization Program job	s completed ir	homes where electri	city is provided by Duk	e Energy Carolinas.		
Fund	Indicator	Department/ Object/ Project	Account Name		Approved Budget	Increase Amount	Decrease Amount	Revised Budget	
460	6	3250-6841-DE	Duke Power Rebate		-	28,506.45		28,506.45	
460	9	3250-9493-DE	Operations - Duke		2,741.47	3,000.00		5,741.47	
460	9	3250-9315-DE	Health & Safety Duke		15,712.40	25,506.45		41,218.85	
			•	1			Total	75,466.77	
Budget Officer			County Manager			Board of Commissioners			
	] Approved			Approved			Appro	oved	
	] Denied			Denied			Denie Denie	ed	
Signature			Sianature			Sig	nature		
Date			Date			D	ate		

## **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

Planning and Development - HOME ARP Contract

## BRIEF SUMMARY:

Cabarrus County has been allocated a total of \$623,900 through the Cabarrus/Iredell/Rowan HOME Consortium. This includes \$578,000 in project funds and \$45,900 in administrative funds. This particular funding is tied closely to addressing homelessness. Previously, Cabarrus County tentatively agreed to participate in Cooperative Christian Ministries project Grace Place. The project includes 16 cottages (14 for residents and 2 for onsite employees) and a community building to provide services, congregate meals and a laundry. The primary clients are anticipated to be extremely low-income elderly. Cooperative Christian Ministries has been working with the City of Kannapolis and meeting with the adjacent neighborhood to address project concerns. The property is located at the end of Kenlough Dr.

## **REQUESTED ACTION:**

Motion to authorize the county manager to executed the HOME ARP contract after review and revision by the county attorney and approve necessary budget amendment.

## **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

Kelly Sifford, AICP Assistant County Manager

## **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

## ATTACHMENTS:

D Contract

#### ANNUAL AGREEMENT FOR THE EXECUTION OF THE HOME-ARP INVESTMENT PARTNERSHIPS- AMERICAN RESCUE PLAN PROGRAM

This Agreement, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, **2022** and between the **City of Concord**, a municipal corporation organized and existing under the laws of the State of North Carolina, and serving as the lead entity of the Cabarrus/Iredell/Rowan HOME-ARP Consortium (hereinafter "City"), and **Cabarrus County**, a body politic and incorporated under the laws of the State of North Carolina (hereinafter "Eligible HOME-ARP Consortium Member (MEMBER) has been designated to receive **\$578,000** in project funds and **\$45,900** for administrative costs; and

#### WITNESSETH:

WHEREAS, the City has entered into an Agreement to receive funds for a HOME-ARP Investment Partnerships Program (hereinafter "Funding Agreement") with the U.S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, it is the purpose of this Agreement to affect a specified portion of the program approved by the HOME-ARP-ARP Funding Agreement in accordance with the policies expressed by and declared in American Rescue Plan Act of 2021, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose the Member is undertaking certain activities and desires to engage the City to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

#### A. SCOPE OF SERVICES:

- The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the Scope of Services (attached hereto as *Attachment A*), and under the Project Title(s), <u>HOME-ARP-American Relief Plan (HOME-ARP-ARP)</u>, in the Action Plan submitted by the City and approved by HUD as that Action Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD.
- 2. The City may, from time to time, request changes in the scope of service of the Member to be performed hereunder. Such changes, including any increase or decrease in the amount of the Member's compensation, which is mutually agreed upon by and between the City and the Member, shall be incorporated in written amendments to this Agreement.

#### B. DURATION OF AGREEMENT:

This Agreement shall be effective as of the **<u>1st day of October 2022</u>**, and shall remain in effect until **<u>September 30, 2030.</u>** 

#### C. <u>TERMS AND CONDITIONS</u>:

1. The Member shall enforce this Agreement through a promissory note and deed of trust on all real properties in which HOME-ARP-ARP Funds are used and requiring compliance with all applicable HOME-ARP Program requirements. This Agreement shall be considered breached if the Member

materially fails to comply with any term in this Agreement and shall result in the termination of this Agreement and the recapture of all HOME-ARP Funds disbursed to the Member.

- 2. The Member shall assume responsibility for managing the day-to-day operations of its HOME-ARP program to assure compliance with program requirements outlined in 24 CFR Part 92 and for taking appropriate action when performance problems arise.
- 3. The Member shall take full responsibility for ensuring that housing projects assisted with HOME-ARP Funds meet the affordability and resale requirements of 24 CFR 92.252 or 92.254 as applicable, and shall repay its award of HOME-ARP Funds in full to the City if the housing does not meet the affordability requirements for the specified time period.
- 4. The Member shall retain as program income all repayment, interest, and other return on the investment of HOME-ARP Funds in a separate local account for use to fund additional eligible HOME-ARP activities of the Member's choosing and agrees to invest all returns on HOME-ARP investments in other eligible activities before drawing down additional HOME-ARP Funds from the City.
- 5. The Member shall submit a fully executed Project Completion Report to the City no later than ten (10) days following occupancy of each completed housing unit.
- 6. The Member shall require all owners of housing assisted with HOME-ARP Funds to maintain the housing in compliance with applicable Housing Quality Standards and local housing code requirements for the duration of the Agreement.
- 7. The Member shall, where applicable, review the activities of owners of rental housing assisted with HOME-ARP Funds to assure compliance with the requirements set out in 24 CFR Part 92 not less than annually. Each review must include an annual onsite inspection to determine compliance with housing codes and the HOME-ARP Program requirements. These inspections shall be conducted for each unit in a period during the project's period of affordability.
- 8. The City shall hold the Member responsible for complying with the provisions of this Agreement even when the Member designates a third party or parties to undertake any part of the program. The Member shall not pass on their administrative responsibility to insure compliance with all applicable regulations. All third parties must be bound in writing to the same provisions as required in this Agreement.
- 9. None of the following or their immediate family members, during the tenure of the subject person for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: Employees, agents, or officials of the Member, including members of the governing body, who exercise any function or responsibility with respect to the program. The same prohibition shall be incorporated in all such contracts and subcontracts.
- 10. The assistance provided under this Agreement shall not be used by the Member to pay a third party to lobby the United States government for funding approval, approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement. However, HOME-ARP Funds may be used to pay reasonable fees for bona fide technical, consultant, managerial

or other such services, other than actual solicitations, provided these services are eligible as a program cost.

- 12. The Member shall reimburse the City for any amount of HOME-ARP Funds determined by HUD to have been improperly expended, and the City shall retain the right to recover any questioned costs or overpayments from the Member.
- 13. Upon termination, the Member shall remit any unexpended balance of advanced payments on account of the HOME-ARP-ARP funds as well as such other portions of such payments previously received as determined by the City to be due and the action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have.
- 14. The Member shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.
- 15. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Member under this Agreement shall, at the option of the City, become the property of the City.
- 16. Funds must be 100% drawn down by <u>September 30, 2030</u>. If all funds are not drawn by this date, the balance will be recaptured by the HOME-ARP Consortium and reallocated. All HOME-ARP Consortium member governments will have the opportunity to apply for recaptured funds via a competitive application process. Applicants that can expend the money in the shortest amount of time will rank highest.

In the event the draw down deadline is not met due to an extenuating circumstance; the deadline may be extended upon approval by the full consortium.

- 17. The Member shall comply with all labor standards, nondiscrimination and equal opportunity responsibilities outlined in Title 24.
- The Member shall conduct all environmental reviews, including but not limited to environmental 18. assessments, environmental impact statements or other required environmental studies, pursuant to 24 CFR 58 et seq., in a timely manner. Member shall also comply with all applicable environmental laws, including but not limited to all laws governing environmental impacts, environmental policy, sedimentation, erosion control wetlands, water quality, storm water quality, floodplain management, air pollution, resource conservation and recovery, hazardous or toxic materials of any kind or any other environmental or nuisance ordinance, statute or rule listed in 24 CFR 58.5 and 58.6. Environmental reviews requiring public comment shall be presented to the City for inspection no less than 15 days prior to advertising, as required by 24 CFR 58.56. In the event that the City, the U.S. Department of Housing and Urban Development, U.S. Environmental Protection Member, N.C. Dept. of Environment and Natural Resources, U.S. Army Corps of Engineers or any other governmental body having jurisdiction finds that any environmental review was not properly conducted or is in any way inadequate, the Member shall fully indemnify and save harmless the City, its agents, officers, and employees, to the maximum extent allowed by law, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Member, its contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in regard to the environmental reviews described above and in 24 CFR 58.5 and 58.6. The Member shall not be liable for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this

section, the Member shall at its sole expense defend the HOME-ARP Member, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section shall remain in force for a period of one year from the completion date of Work despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Member under this Agreement.

- 19. The Member shall ensure that the City has sufficient time to review and comment on all environmental reviews as defined in paragraph 18, environmental assessments and environmental impact statements that may have an impact on Member's program(s). The Member and City depending on the length and complexity of the assessment or impact statement shall determine "sufficient time".
- 20. The Member shall hold the City harmless for not certifying a project for the release of funds, or for failing to approve an environmental assessment, or not make a "finding of no significant impact" if the City did not certify a project because the City did not complete an environmental review (as defined in paragraph 18 above) or because the City was unable to make the certification in good faith.

#### D. FUNDING AND PAYMENT:

- 1. The City will provide the Member with HOME-ARP Funds for the Project in accordance with the HUD approved allocated HOME-ARP budget for the Project (hereinafter "Project Budget") or the actual cost of the Project, whichever is less. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on a reimbursement basis, and upon receipt of pay request submitted within the Neighborly Software System which shall reflect expenditures and incurred expenses by budget line item. The Member shall also provide support documentation such as invoices for all expenditures included on the Requisition Form.
- 2. Requests for funds shall be made on a reimbursement basis and shall be received by the City within thirty (30) days of the date the expenditure was made. Checks will be distributed by mail on Fridays. Requests for checks must be received by 5:00 PM the preceding Friday so as to be processed for the next check run.
- 3. Payments under this Agreement are limited to those HOME-ARP Funds specified in the Project Budget, but in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of the Member's total allocation.
- 4. The Member may use their allocation of HOME-ARP Program administrative funds to pay for costs relating to (a) oversight, coordination and general management of HOME-ARP project(s); (b) staff and overhead costs; (c) public information costs; (d) cost of fair housing; and (e) costs of complying with Federal requirements, per 24 CFR 92.207. Program administration includes, but is not limited to, the following types of assignments: Developing systems and schedules for ensuring compliance with program requirements; developing agreements with entities receiving HOME-ARP Funds; monitoring HOME-ARP-assisted housing for progress and compliance with program requirements; preparing reports and other documents related to the program and projects; providing local officials and

citizens with information about the program; preparing program budgets and schedules; outreach activities; monitoring program activities to assure compliance with program requirements; coordinating resolution of monitoring findings; and managing or supervising persons whose primary responsibilities are with regard to the program. Also included are travel costs incurred for business in carrying out the program; administrative services performed under third party contracts or agreements (such as legal or accounting services); and other costs for goods and services required for administration of the program.

5. PLEASE SEE ATTACHMENT C for HOME-ARP REGULATIONS

#### E. BUDGET CHANGES AND INELIGIBLE EXPENSES:

- 1. Except for changes made in accordance with subsection (2) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the City.
- 2. Funds may be shifted between line items of the Project without prior approval of the City only to the extent that such action does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.
- 3. A report of fund shifts not requiring prior approval by the City shall be reported in writing to the Planning & Neighborhood Development/HOME Consortium Lead Entity within three (3) days after its effective date.
- 4. Any costs and expenses not covered by the Project Budget, and; hence, eligible for payment from HOME-ARP-ARP Funds, shall be borne entirely by the Member.

#### F. <u>RECORD AND REPORTS</u>:

- 1. The Member shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and/or State and Federal agencies in order to assure a proper accounting for all Project funds.
- 2. The Member shall provide any duly authorized City representative, representative of HUD and the Controller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME-ARP-ARP Funds and the fulfillment of this Agreement for a period of three (3) years following the completion of all close-out procedures respecting HOME-ARP-ARP Funds, and the final settlement and conclusion of all issues arising out of the HOME-ARP-ARP allocation.
- 3. The Member shall provide quarterly reports to the City that denotes accomplishments, beneficiaries, problems encountered and changes in work schedule and any other information needed by the City to complete the Consolidated Annual Performance Evaluation Report and other reports required by HUD. This quarterly report shall also include an accounting of all program income received and/or expended during the quarter and year to date.
- 4. When requested, the Member shall provide an Annual Audit Report to the City of Concord performed in compliance with Office of Management and Budget Circular A-133.

#### G. FINANCIAL ACCOUNTING:

- 1. The Member shall establish and maintain fiscal and accounting records in accordance with generally accepted accounting principles and practices.
- 2. The Member shall not commingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder: provided, however, the Member may supplement the funds provided hereunder from other fund sources.
- 3. Funds provided hereunder are exclusively for the purposes of this Agreement and under the terms and conditions of this Agreement, and the Member shall not temporarily or permanently shift such funds to other programs or utilize for other purposes for any reason.

#### H. INSURANCE AND LIABILITY:

The Member's chief financial officer or insurer shall ensure that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice.

Work to be performed as provided herein shall be done by the Member as an Independent Contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Member, its employees, officers or agents and the Member shall indemnify and hold harmless the City, its officers, agents and employees from all such claims arising under this Agreement.

#### I. <u>RESIDENT ECONOMIC OPPORTUNITY</u>:

- 1. The Member shall take affirmative action to ensure that residents of the project area are given maximum opportunity for training, employment and business opportunities.
- 2. When qualified applicants are available, preference shall be given to residents of the project area in filling all training, business opportunities and jobs generated by the HOME-ARP-ARP Program.

#### J. <u>PUBLICITY</u>:

The Member shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the Project must recognize the Cabarrus/Iredell/Rowan HOME-ARP Consortium as the sponsor and the Project being funded by HUD through the HOME-ARP. The City will, in all publicity originated by it concerning the Project, recognize the Member as the entity responsible for carrying out the Project.

#### K. <u>SUSPENSION OR TERMINATION FOR CAUSE</u>:

- 1. The City, upon written notice to the Member, may suspend or terminate payment of HOME-ARP-ARP Funds to the Member in whole or in part for cause which shall include, but not limited to, the following:
  - (a) Ineffective or improper use of Grant funds;
  - (b) Failure to comply with the terms and conditions of this agreement;
  - (c) Submission to the City of reports which are incorrect or incomplete in any material respect;
  - (d) Suspension of the Grant from HUD to the City in whole or part for any reason.

- 2. The City, upon written notice to the Member, may also withhold payment of any unearned portion of the Grant if the Member is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.
- 3. If the City withholds payment, it shall advise the Member in writing what action must be taken as a condition of precedent to the resumption of payment.

#### L. ASSIGNABILITY:

This Agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the Project be continued by a successor to the Member herein named without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement.

#### M. DOCUMENTS OF INCORPORATION:

This Agreement is expressly made subject to all of the attachments, provisions, federal, state, and local laws and the Cabarrus/Iredell/Rowan HOME-ARP Consortium Joint Cooperation Agreement and of the Funding Agreement between the City and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City as lead entity of the Cabarrus/Iredell/Rowan HOME-ARP Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference. A list of documents incorporated herein by reference include, but are not limited to, those set forth in *Attachment "C*."

#### N. MISCELLANEOUS PROVISIONS:

- 1. The singular of any term used in this Agreement shall include the plural, and the masculine shall include the plural, and the masculine shall include the feminine, and vice versa.
- 2. A signed copy of this Agreement shall be considered as an original.
- 3. All notices under this Agreement shall be addressed to the following unless otherwise notified:

#### **CITY OF CONCORD**

Attn: Pepper Bego Federal Program Coordinator/HOME Consortium Manager Business and Neighborhood Services P.O. Box 308 Concord, N.C. 28027-0308

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf and attested; and the Member has caused the same to be duly executed and attested on its behalf.

ATTEST:

**CITY OF CONCORD** 

Kim Deason, City Clerk

By: \_\_\_\_\_\_ Lloyd Payne, City Manager

(Corporate Seal)

APPROVED AS TO FORM

Valerie Kolczynski, City Attorney

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

Pam Hinson, Finance Director

County Manager

. . . . . . . . . . . . . . . .

ATTEST:

**COUNTY OF CABARRUS** 

By: \_\_\_\_\_

Clerk

(Corporate Seal)

APPROVED AS TO FORM

County Attorney

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

Finance Director

#### Attachment A

#### **Project Description**

Eligible activities include acquisition and development of non-congregate shelter, tenant based rental assistance, supportive services, HOME-ARP rental housing development, administration and planning, and nonprofit operating and capacity building assistance. HOME-ARP-ARP funds must assist people in HOME-ARP-ARP "qualifying populations", which include: Sheltered and unsheltered HOME-ARP less populations; Those currently housed populations at risk of HOME-ARP lessness; Those fleeing or attempting to flee domestic violence or human trafficking; Other families requiring services or housing assistance or to prevent HOME-ARP homelessness; Those at greatest risk of housing instability or in unstable housing situations.

#### Attachment B

#### SECTION III

#### PROJECT BUDGET AND FUNDING

### III (a) Budget

Show <u>all</u> funding sources for the project or projects you plan to undertake.

#### Project Revenue

	Source	Amount
HOME-ARP-ARP funds awarded		\$
Other Federal Funds		
State/Local Funds (list)		\$
Bank Loans		
Other Cash Contributions		
Other local loans		
Private Grants		
Total Funds Available*		\$

\* This total should be the same as your *"Total Development Costs"* total in the *Estimated Costs* table on page 7.

Provide the details of all loans and/or grants, other than HOME-ARP-ARP, listed above for the project.

#### Attachment C



U.S. Department of Housing and Urban Development Community Planning and Development

## **Special Attention of:**

## Notice: CPD-21-10

CPD Division Directors All HOME Coordinators All HOME Participating Jurisdictions

Issued: September 13, 2021

Expires: This NOTICE is effective until it is amended, superseded, or rescinded Cross Reference: 24 CFR Part 92

Subject: Requirements for the Use of Funds in the HOME-American Rescue Plan Program

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## Appendix – Waivers and Alternative Requirements for HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP)

## I. PURPOSE

This Notice establishes requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) ("**ARP**") for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

## II. BACKGROUND

On March 11, 2021, President Biden signed ARP into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through HOME to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units. The program described in this notice for the use of the \$5 billion in ARP funds is the **HOME-American Rescue Plan** or "**HOME-ARP.**"

ARP defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("**McKinney-Vento**"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

ARP authorized HUD to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) ("NAHA"). On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60. The HOME-ARP allocation amounts can be found here.

## III. ESTABLISHMENT OF HOME-ARP REQUIREMENTS

ARP provides funds for homelessness and supportive services assistance under the HOME statute of Title II of NAHA (42 U.S.C. 12721 et seq.) and authorizes the Secretary of HUD to waive or specify alternative requirements for any provision of NAHA or regulation for the administration of the HOME-ARP program, except requirements related to fair housing, civil rights, nondiscrimination, labor standards, and the environment, upon a finding that the waiver

or alternative requirement is necessary to expedite or facilitate the use of HOME-ARP funds. Pursuant to ARP, the per-unit cost limits (42 U.S.C. 12742(e)), commitment requirements (42 U.S.C. 12748(g)), matching requirements (42 U.S.C. 12750), and set-aside for housing developed, sponsored, or owned by community housing development organizations (CHDOs) (42 U.S.C. 12771) in NAHA do not apply to HOME-ARP funds.

This Notice describes the requirements applicable to a participating jurisdiction's (PJ's) use of HOME-ARP funds. Consolidated plan requirements for HOME are in title I of NAHA and 24 <u>CFR part 91</u>. HOME program regulations are in 24 <u>CFR part 92</u>. Except as described in ARP and this Notice, HOME statutory and regulatory provisions apply to a PJ's use of HOME-ARP funds. Sections I-IX of this Notice describe the HOME-ARP requirements imposed on a PJ for the use of HOME-ARP funds to assist the qualifying populations through HOME-ARP projects or activities. The Appendix describes the waivers and alternative requirements imposed on PJs for the use of HOME-ARP funds and is included in any reference to "this Notice." Specific citations in the Notice shall mean the statute or regulation cited, as may be revised by the Appendix to this Notice. PJs and insular areas must comply with all applicable statutory, regulatory, and alternative requirements, as described in this Notice, including the Appendix.

### IV. QUALIFYING POPULATIONS, TARGETING AND PREFERENCES

ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME- ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

## A. Qualifying Populations

1. <u>Homeless</u>, as defined in <u>24 CFR 91.5</u> *Homeless* (1), (2), or (3):

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

2. <u>At risk of Homelessness</u>, as defined in <u>24 CFR 91.5</u> At risk of homelessness:

(1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faithbased or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(1) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(1)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42

U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

## 3. <u>Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence,</u> <u>Sexual Assault, Stalking, or Human Trafficking</u>, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

**Domestic violence,** which is defined in <u>24 CFR 5.2003</u> includes felony or misdemeanor crimes of violence committed by:

- A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- 2) A person with whom the victim shares a child in common;
- 3) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- 4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
- 5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** which is defined in <u>24 CFR 5.2003</u> means violence committed by a person:

- 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a. The length of the relationship;
  - b. The type of relationship; and
  - c. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** which is defined in <u>24 CFR 5.2003</u> means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** which is defined in <u>24 CFR 5.2003</u> means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person's individual safety or the safety of others; or
- 2) Suffer substantial emotional distress.

**Human Trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:

- 1) *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- 2) *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 4. <u>Other Populations</u> where providing supportive services or assistance under section 212(a) of NAHA (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who <u>do not</u> qualify under any of the populations above but meet one of the following criteria:
  - (1) Other Families Requiring Services or Housing Assistance to Prevent <u>Homelessness</u> is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in <u>24 CFR 91.5</u>, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

(2) <u>At Greatest Risk of Housing Instability</u> is defined as household who meets either paragraph (i) or (ii) below:

 (i) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);

- (ii) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at <u>24 CFR 91.5</u>:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship;
  - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
  - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

**Veterans and Families that include a Veteran Family Member** that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

## **B.** Use of Funds to Benefit Qualifying Populations

ARP states that funds must be used to primarily benefit the qualifying populations through the four eligible activities: (1) TBRA, (2) development and support of affordable housing, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter (NCS) units. Recognizing the urgent needs of individuals and families in qualifying populations, HUD is requiring that:

- 100% of HOME-ARP funds used by a PJ for TBRA, supportive services, and acquisition and development of non-congregate shelter units must benefit individuals and families in qualifying populations. Individuals and families in qualifying populations may be assisted by one or more of the HOME-ARP eligible activities, consistent with the requirements in this Notice.
- Not less than 70 percent of affordable rental housing units acquired, rehabilitated, or constructed with HOME-ARP funds by a PJ must be occupied by households in the qualifying populations. Units that are not restricted to occupancy by qualifying populations are subject to income targeting and rent requirements established under the

HOME-ARP Rental Program rules and are only permitted in projects with rental units restricted for occupancy by qualifying populations.

HUD recognizes that, because many households in the qualifying populations are unable to pay rents sufficient to cover unit operating costs, PJs and project owners should attempt to obtain Federal or state project-based rental subsidies, if available. Since project-based rental subsidies can be difficult to secure, additional flexibility may be necessary to structure and underwrite projects so that they remain both affordable and financially viable. HUD is providing PJs with additional flexibilities in <u>Section</u> <u>VI.B</u>. to structure and underwrite HOME-ARP rental projects so they remain financially viable during the minimum compliance period. One of these flexibilities is permitting up to 30 percent of HOME-ARP rental housing units funded by a PJ to be occupied by low-income households. PJs are encouraged to use this flexibility only when it is required to facilitate development of a HOME-ARP rental project. PJs must determine and document that households meet the definition of a qualifying population or, for the portion of HOME-ARP rental units not restricted to these populations, that households are low-income.

## C. Preferences Among Qualifying Populations, Referral Methods, and Subpopulations

## 1. Preferences

ARP establishes the qualifying populations that are eligible for assistance with HOME-ARP funds. A PJ may establish reasonable preferences among the qualifying populations to prioritize applicants for HOME-ARP projects or activities based on the PJ's needs and priorities, as described in its HOME-ARP allocation plan. For example, a PJ may set a preference among qualifying individuals and families for a HOME-ARP non-congregate shelter for individuals and families who are homeless; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and veterans and families with a veteran family member that meet the criteria of one of these prior qualifying populations, consistent with its HOME-ARP allocation plan.

The PJ must comply with all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a) when applying preferences through its referral methods. Persons who are eligible for a preference must have the opportunity to participate in all HOME-ARP activities of the PJ in which they are eligible under this Notice, including activities that are not separate or different, and cannot be excluded because of any protected characteristics or preferential status.

*Targeted assistance:* If HOME-ARP funds are used for TBRA, the PJ may establish a preference for individuals with special needs or persons with disabilities among the HOME- ARP qualifying populations. Within the qualifying populations, participation may be limited to persons with a specific disability only, if necessary, to provide effective housing, aid, benefit, or services that would be as effective as those provided to others in accordance with 24 CFR 8.4(b)(1)(iv). The PJ may also provide a preference for a specific category of individuals with disabilities (e.g., persons with HIV/AIDS or chronic mental illness) within the qualifying

populations only if the specific category is identified in the PJ's HOME-ARP allocation plan as having unmet need and the preference is needed to narrow the gap in benefits and services received by such persons.

## 2. <u>Referral Methods for Projects or Activities</u>

A PJ may use the referral methods described below to administer HOME-ARP assistance to qualifying individuals and families. Regardless of the referral method used by the PJ, HUD holds the PJ responsible for determining and documenting that beneficiaries meet the definition of a qualifying population or, for the portion of HOME-ARP rental units not restricted to qualifying populations, that beneficiaries are low-income.

A PJ may use the coordinated entry or coordinated entry process (CE) of a continuum of care (CoC) for referrals for projects and activities as described below. Under 24 CFR 578.3, a CE is a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals within a defined area. HUD requires each CoC to establish and operate a CE with the goal of increasing the efficiency of local crisis response systems and improving fairness and ease of access to resources, including mainstream resources. A PJ may permit a CoC CE to collect information and documentation required to determine whether an individual or family meets the criteria of a HOME-ARP qualifying population at any point in the coordinated entry process, (i.e., after or concurrently with the assessment and intake processes) as long as that information is not used to rank a person for HOME-ARP assistance other than as specified by the preferences or method of prioritization established by the PJ, in accordance with HOME-ARP requirements. If the PJ uses CE, the PJ cannot require HOME-ARP victim service providers to use the CE but may permit them to do so.

The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when using the following referral methods:

# i. Use of Expanded CE in HOME-ARP

Under this referral method, a PJ may use a CE established by a CoC operating within its boundaries for one or more projects or activities if the CE accepts all HOME-ARP qualifying populations eligible for those activities or projects, in accordance with the preferences and prioritization, if any, established or approved by the PJ in its HOME-ARP allocation plan and imposed through the PJ's written agreements.

Before using a CoC's CE, PJs should consider whether the CE covers the same service area as the HOME-ARP project or activity that would use that CE. At a minimum, the PJ must establish policies and procedures that describe the relationship of the geographic area(s) served by the project or activity to the geographic area(s) covered by the CoC CE and address how the CE will provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE.

The PJ must require a project or activity to use CE along with other referral methods (as provided in section ii below) or to use only a project/activity waiting list (as provided in section iii below) if:

- 1. the CE does not have a sufficient number of qualifying individuals and families to refer to the PJ for the project or activity;
- 2. the CE does not include all HOME-ARP qualifying populations; or,
- 3. the CE fails to provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE.

## ii. Use of CE with Other Referral Methods

The PJ may use a CoC CE with additional referrals from outside organizations or project-specific waiting lists consistent with HOME-ARP requirements. If using this referral method, the PJ must establish or approve any preferences or prioritization criteria applied by a CoC CE or other referral sources. The PJ may also use a waiting list to receive referrals from a CoC CE and other referral agencies for a project or activity, where a CoC CE or referral agency refers an applicant that is placed on the waiting list for that project or activity in chronological order.

If applicable, a PJ must establish policies and procedures for applying a PJ's established preferences and method of prioritization, if any, when accepting direct referrals from a CoC CE and other referral agencies and must document that such the policies and procedures were followed for each applicant served.

# iii. Use of a Project/Activity Waiting List

The PJ may establish a waiting list for each HOME-ARP project or activity. All qualifying individuals or families must have access to apply for placement on the waiting list for an activity or project. Qualifying individuals or families on a waiting list must be accepted in accordance with the PJ's preferences, if any, consistent with this Notice or, if the PJ did not establish preferences, in chronological order, insofar as practicable.

# 3. Limiting Eligibility to Subpopulations

PJs must follow all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in <u>24 CFR 5.105(a)</u>. This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, section 504 of Rehabilitation Act, HUD's Equal Access Rule, and the Americans with Disabilities Act, as applicable.

HOME-ARP rental housing or NCS may be limited to a specific subpopulation of a qualifying population identified in <u>Section IV.A</u>. of this Notice, so long as admission does not discriminate against any protected class under federal nondiscrimination laws in <u>24 CFR 5.105</u> (*e.g.*, the housing may be limited to homeless households and at risk of homelessness households,

veterans and their families, victims of domestic violence, dating violence, sexual assault, stalking or human trafficking and their families).

Recipients may limit admission to or provide a preference for HOME-ARP rental housing or NCS to households who need the specialized supportive services that are provided (e.g., domestic violence services). However, no otherwise eligible individuals with disabilities or families including an individual with a disability who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

Consistent with the statutory authority under ARP, HOME-ARP NCS may be converted to permanent housing under the CoC program or used as shelters under the ESG program, when all program and fair housing and nondiscrimination requirements are met. As such, HOME-ARP NCS may need to limit eligibility to households that are homeless and/or at risk of homelessness if the shelter will be converted to permanent housing under the CoC program or used as an emergency shelter in the ESG program.

## V. HOME-ARP ALLOCATION PLAN

PJs develop annual action plans as part of their application for HOME funding. To receive its HOME-ARP funds, a PJ must engage in consultation and public participation processes and develop a HOME-ARP allocation plan that meets the requirements established in this section of the Notice and submit it to HUD as a substantial amendment to its Fiscal Year 2021 annual action plan. HUD is using the waiver and alternative requirement authority provided by ARP to establish requirements for the HOME-ARP allocation plan in this Notice. The HOME-ARP allocation plan must describe how the PJ intends to distribute HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying populations. A PJ's HOME-ARP allocation plan must include:

- A summary of the consultation process and results of upfront consultation;
- A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why;
- A description of HOME-ARP qualifying populations within the jurisdiction;
- An assessment of unmet needs of each qualifying population;
- An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
- A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
- An estimate of the number of housing units for qualifying populations the PJ will produce or preserve with its HOME-ARP allocation; and
- A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population.

All the above required elements of the HOME-ARP allocation plan shall be part of the FY 2021 annual action plan for purposes of the HOME-ARP program. Consequently, PJs are not required to amend their consolidated plans.

# A. Consultation

Before developing its HOME-ARP allocation plan, a PJ must consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations to identify unmet needs and gaps in housing or service delivery systems. In addition, a PJ should use consultation to determine the HOME-ARP eligible activities currently taking place within its jurisdiction and potential collaborations for administering HOME-ARP. This consultation will provide a basis for the PJ's strategy for distributing HOME-ARP funds for eligible activities to best meet the needs of qualifying populations. At a minimum, a PJ must consult with the CoC(s) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction. In its plan, a PJ must describe its consultation process, list the organizations consulted, and summarize the feedback received from these entities.

## **B.** Public Participation

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

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

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

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan. In its plan, a PJ must describe its public participation process, including any efforts made to broaden public participation. In its plan, the PJ must also include a summary of comments and recommendations received through the public participation process and any comments or recommendations not accepted and the reasons why.

Throughout the HOME-ARP allocation plan public participation process, the PJ must follow its applicable fair housing and civil rights requirements and procedures for effective communication, accessibility and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in its current citizen participation plan as required by 24 CFR 91.105 and 91.115.

# C. HOME-ARP Allocation Plan Requirements

The HOME-ARP allocation plan must describe the distribution of HOME-ARP funds and the process for soliciting applications and/or selecting eligible projects. The plan must also identify any preferences being established for eligible activities or projects. However, PJs are not required to identify specific projects that will be funded in the HOME-ARP allocation plan.

- 1. <u>Needs Assessment and Gaps Analysis:</u> A PJ must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. A PJ should identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing. A PJ must consider the housing and service needs of qualifying populations, including but not limited to:
  - Sheltered and unsheltered homeless populations;
  - Those currently housed populations at risk of homelessness;
  - Other families requiring services or housing assistance to prevent homelessness; and
  - Those at greatest risk of housing instability or in unstable housing situations.

A PJ should include data in its HOME-ARP allocation plan that describes the qualifying populations.

In addition, a PJ must include a narrative description that:

- Identifies the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions under HUD's definition of "other populations" as established in <u>Section IV.A.4.2.ii.G</u>. of this Notice.
- Identifies the PJ's priority needs for qualifying populations; and,
- Explains how the PJ determined the level of need and gaps in its shelter and housing inventory and service delivery systems.
- 2. <u>HOME-ARP Activities:</u> The HOME-ARP allocation plan must describe how a PJ will distribute HOME-ARP funds in accordance with its priority needs. The plan must describe the PJ's method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly. If the PJ will provide any portion of its HOME-ARP administrative funds to a subrecipient or contractor prior to HUD's acceptance of the PJ's HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, the plan must identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program.

PJs must indicate in the HOME-ARP allocation plan the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type, including administrative and

planning activities. In addition, a PJ must demonstrate that any planned funding for nonprofit organization operating assistance, as described in <u>Section VI.F</u>, nonprofit capacity building, and administrative costs is within HOME-ARP limits. PJs must also include a narrative description about how the characteristics of its shelter and housing inventory, service delivery system, and the needs identified in the PJ's gap analysis provided a rationale for its plan to fund eligible activities.

- 3. <u>HOME-ARP Production Housing Goals</u>: The HOME-ARP allocation plan must estimate the number of affordable rental housing units for qualifying populations that a PJ will produce or support with its HOME-ARP allocation. The plan must also include a narrative about the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs.
- 4. <u>Preferences:</u> The HOME-ARP allocation plan must identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project. For example, PJs may include a preference for:
  - homeless individuals and families as defined in the ESG and CoC programs;
  - individuals with special needs or persons with disabilities among qualifying individuals and families;
  - a specific category of qualifying individuals and families (e.g., chronically homeless as defined in 24 CFR 91.5).

PJs are not required to describe specific projects to which the preferences will apply in the HOME-ARP allocation plan. However, a PJ must explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis. The PJ must also describe how it will still address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in a preference through the use of HOME- ARP funds.

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

- 5. <u>HOME-ARP Refinancing Guidelines</u>: If a PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, it must state its refinancing guidelines in accordance with <u>24 CFR</u> <u>92.206(b)(2)</u>. The guidelines must describe the conditions under with the PJ will refinance existing debt for a HOME-ARP rental project. At a minimum, the guidelines must:
  - Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity.

- Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.
- State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- Specify whether the required compliance period is the minimum 15 years or longer.
- State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.
- 6. Substantial Amendments to the HOME-ARP Allocation Plan: PJs must make a substantial amendment to the HOME-ARP allocation plan for changes in the method of distributing funds; to carry out an activity not previously described in the plan; or, to change the purpose, scope, location, or beneficiaries of an activity, including new preferences not previously described in the plan. In addition, the requirements for substantial amendments at 24 CFR 92.63 apply to the HOME-ARP allocation plan for insular areas. PJs are not required to make a substantial amendment to describe individual projects selected for funding if the eligible activity is included in the PJ's plan. PJs must make the proposed substantial amendment public and provide for a 15-day public comment period prior to submission. Upon completion of the public comment period, PJs must substantial amendments to HUD in accordance with the process for submitting the HOME-ARP allocation plan as described in <u>Section V.D</u>.
- 7. <u>Certifications and SF-424:</u> PJs must submit the required certifications in accordance with the requirements in this Notice, including the following:
  - a. Affirmatively Further Fair Housing;
  - b. Uniform Relocation Assistance and Real Property Acquisition Policies Act and Antidisplacement and Relocation Assistance Plan;
  - c. Anti-Lobbying;
  - d. Authority of Jurisdiction;
  - e. Section 3; and,
  - f. HOME-ARP specific certification that a PJ will only use HOME-ARP funds consistent with ARP and the HOME-ARP Notice for eligible activities and eligible costs.

PJs must also submit the SF-424, SF-424B, and SF-424D with the HOME-ARP allocation plan.

## **D. Submission and Review Process**

1. <u>HOME-ARP Submission and the eCon Planning Suite:</u> Upon completion of the HOME-ARP allocation plan, a PJ must submit the HOME-ARP allocation plan to HUD. To submit the HOME-ARP allocation plan, PJs must follow the process in IDIS to make an amendment to the Fiscal Year (FY) 2021 annual action plan. Once the FY 2021 annual action plan is reopened, a PJ must upload a Microsoft Word or PDF version of the plan as an attachment next to the "HOME-ARP allocation plan" option on the AD-26 screen (for

PJs whose FY. 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan), unless instructed by HUD to follow a different submission procedure. PJs are not required to make any other edits to the FY 2021 annual action plan or applicable consolidated plan screens in the eCon Planning Suite. For more information on how to upload an attachment in the eCon Planning Suite, PJs can refer to the <u>eCon Planning Suite Desk Guide</u>.

- 2. <u>HUD Review of the HOME-ARP Allocation Plan</u>: The PJ must submit its HOME-ARP allocation plan to HUD for review in accordance with <u>24 CFR 91.500</u>, as revised by this Notice. Unless instructed otherwise by HUD, the HOME-ARP allocation plan is received by HUD when the SF-424 is submitted electronically, which means that it is uploaded in the eCon Planning Suite as an attachment on AD-25 or AD-26 screen, as applicable, and the action plan status is changed to "Submitted for Review." HUD will review a PJ's HOME-ARP allocation plan to determine that it is:
  - Substantially complete, and
  - Consistent with the purposes of ARP.

HUD may disapprove a PJ's HOME-ARP allocation plan in accordance with <u>24 CFR 91.500(b)</u>. HUD may also disapprove a HOME-ARP allocation plan or a portion of a plan if HUD determines that the plan is inconsistent with the purposes of ARP or substantially incomplete. A PJ's plan is inconsistent with ARP if it allocates HOME-ARP funds for uses other than a HOME-ARP eligible activity, as described in this Notice. A PJ's HOME-ARP allocation plan is substantially incomplete if:

- The PJ does not complete the required public participation or consultation or fails to describe those efforts in the plan;
- The PJ fails to include the required elements outlined in this Notice, including the amount of HOME-ARP funds for each eligible HOME-ARP activity type;
- The PJ fails to identify and describe the responsibilities of the subrecipient or contractor administering all of its HOME-ARP award, if applicable; or,
- HUD rejects the PJ's HOME-ARP certification as inaccurate.

In accordance with section 105(c) of NAHA (42 U.S.C. 12705(c)) and <u>24 CFR 91.500(a)</u>, if the PJ's HOME-ARP allocation plan is not disapproved within 45 days, then the plan is deemed approved 45 days after HUD receives the plan, and HUD shall notify the PJ that the plan is accepted.

If HUD determines that the plan is substantially incomplete or that the plan is inconsistent with ARP, HUD will notify the PJ in writing with the reasons for disapproval, in accordance with 24 CFR 91.500(c). If a PJ's plan is disapproved, the PJ may revise or resubmit the plan for HUD review within 45 days after the first notification of disapproval. HUD will respond to accept or disapprove the resubmitted plan within 30 days of receiving the revisions or resubmission.

Once HUD notifies a PJ that the plan is accepted, the PJ must make the final HOME-ARP allocation plan available to the public in accordance with the same requirements in the PJ's

current citizen participation plan that are followed to make the PJ's adopted consolidated plan and substantial amendments available to the public, including the availability of materials in a form accessible to persons with disabilities, and translated materials in different languages to accommodate LEP persons, upon request.

3. <u>HUD Review of the HOME-ARP Allocation Plan for Insular Areas</u>: In addition to the standards for review described in <u>Section V.D.2</u>, HUD will review an insular area's HOME-ARP allocation plan in accordance with 24 CFR 92.62. If HUD cannot make a determination based on the information submitted that the HOME-ARP allocation plan complies with HOME-ARP allocation plan requirements, or if the eligible activities described in the plan are not within the insular area's management capability as demonstrated by past performance in housing and community development programs, HUD will notify the insular area within 30 days of receipt of the HOME-ARP allocation plan that supporting documentation is needed. The insular area will have a mutually agreed upon period to submit the necessary supporting information or to revise the eligible activities in its HOME-ARP allocation plan.

## VI. ELIGIBLE ACTIVITIES

#### ${f A}.$ Administration and Planning

The PJ may expend, for payment of reasonable administrative and planning costs, up to 15 percent of its HOME-ARP allocation. Reasonable administrative and planning costs for the HOME-ARP program include:

- 1. Reasonable costs of overall HOME-ARP program management, coordination, monitoring, and evaluation. Such HOME-ARP costs include, but are not limited to, necessary expenditures for the following:
  - a. Salaries, wages, and related costs of the PJ's staff. If a PJ charges costs to this category, the PJ may either include the entire salary and related costs allocable to the HOME-ARP program of each person whose *primary* responsibilities with regard to the HOME-ARP program involves program administration assignments, or the prorated share of the salary, wages, and related costs of each person whose job includes *any* program administrative assignments. A PJ may only use one of these two methods. Program administration includes:
    - i. Developing systems and schedules for complying with HOME-ARP program requirements, including systems to prevent a duplication of benefits among beneficiaries of HOME-ARP activities;
    - ii. Developing interagency agreements and agreements with entities receiving HOME-ARP funds;
    - iii. Monitoring HOME-ARP activities for progress and compliance with HOME-ARP program requirements;
    - iv. Preparing HOME-ARP reports and other documents related to the HOME-ARP program for submission to HUD;

- v. Coordinating the resolution of audit and monitoring findings on HOME-ARP activities;
- vi. Evaluating HOME-ARP program results against stated objectives in the HOME-ARP allocation plan, and
- vii. Managing or supervising persons whose primary responsibilities with regard to the HOME-ARP program include such assignments as those described above.
- b. Travel costs incurred for official business in carrying out the HOME-ARP program.
- c. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.
- d. Other costs for goods and services required for administering the HOME-ARP program, such as: rental or purchase of equipment, insurance, information systems necessary to track and implement beneficiaries of HOME-ARP activities in accordance with the requirements of this Notice, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
- e. Costs of administering HOME-ARP TBRA and HOME-ARP supportive services programs.
- 2. Staff and overhead costs of the PJ directly related to carrying out a HOME-ARP project, in accordance with 24 CFR 92.207(b).
- 3. The provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of projects being assisted with HOME-ARP funds.
- 4. Activities to affirmatively further fair housing (AFFH) in accordance with 24 CFR 5.151 and the PJ's certification as required under this Notice and 24 CFR 5.152. The AFFH definition in HUD's Interim Final Rule entitled, "Restoring Affirmatively Furthering Fair Housing Definitions and Certifications" (86 FR 30779, June 10, 2021), as amended, at 24 CFR 5.151, and the AFFH certification requirement, at 24 CFR 5.152, available at <a href="https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications">https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications</a>.
- 5. Indirect costs may be charged to the HOME-ARP program under a cost allocation plan prepared in accordance with <u>2 CFR part 200, subpart E</u>, as amended.
- 6. Preparation of the HOME-ARP allocation plan as required in this Notice. Preparation includes the costs of public hearing, consultations, and publications.
- 7. Costs of complying with the applicable Federal requirements in <u>24 CFR part 92, subpart H</u>. Project-specific environmental review costs may be charged as administrative or project costs in accordance with <u>24 CFR 92.206(d)(8)</u> and is at the discretion of the PJ.

Funds available under the HOME-ARP appropriation for administration and planning may not be used to pay costs attributable to the regular HOME Program.

PJs may provide all or a portion of its HOME-ARP administrative funds to subrecipients and contractors that are administering activities on behalf of the PJ (e.g., CoC entity, other non-Federal entity), in accordance with the requirements in this Notice. However, from the obligation date of the HOME-ARP funds in the HOME-ARP Grant Agreement and prior to HUD's acceptance of the PJ's HOME-ARP allocation plan, a subrecipient or contractor to the PJ may only incur and expend HOME-ARP funds for eligible administrative and planning costs if the subrecipient or contractor is responsible for the use of the PJ's entire HOME-ARP award and has executed a HOME-ARP written agreement that complies with 24 CFR 92.504 and this Notice. The PJ must also identify the subrecipient or contractor's responsibilities in the PJ's HOME-ARP allocation plan.

All costs must comply with the Cost Principles contained in subpart E of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at <u>2 CFR part 200</u>, as amended (Uniform Administrative Requirements).

Once HUD obligates the HOME-ARP funds, as described in <u>Section VIII.C.2</u> of this Notice, the PJ may incur and expend up to 5 percent of its HOME-ARP allocation on eligible administrative and planning costs, as described in this section and <u>24 CFR 92.207</u>. Before HUD's acceptance of the PJ's HOME-ARP allocation plan, the PJ is only permitted to incur and expend HOME-ARP funds on eligible administrative and planning costs.

If the PJ does not submit a HOME-ARP allocation plan or if the PJ's plan is not accepted within a reasonable period of time, as determined by HUD, all HOME-ARP administrative and planning costs incurred by the PJ will be ineligible costs and any HOME-ARP funds expended by the PJ must be repaid to the PJ's HOME Investment Trust Fund Treasury account, in accordance with guidance issued by HUD. Moreover, if the PJ's HOME-ARP allocation plan does not identify or include a description of the responsibilities of the subrecipient or contractor that is responsible for the PJ's entire HOME-ARP award, if applicable, the administrative and planning costs incurred or expended by the subrecipient or contractor will also be ineligible and any HOME-ARP funds expended by the PJ's subrecipient or contractor must be repaid to the PJ's HOME Investment Trust Fund Treasury account, in accordance with guidance from HUD.

#### B. HOME-ARP Rental Housing

HOME-ARP funds may be used to acquire, rehabilitate, or construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations described in <u>Section IV.A</u> of this Notice ("**qualifying households**"). Unlike the regular HOME Program, which targets HOME-assisted rental units based on tenant income, 70 percent of all HOME-ARP units will admit households based only upon their status as qualifying households. This complicates the underwriting and operation of projects that include HOME-ARP units. As a result, the requirements for HOME-ARP rental housing provide significant flexibilities to enable HOME-ARP rental projects to remain

financially viable and affordable for the qualifying populations throughout the minimum compliance period.

Eligible HOME-ARP rental housing includes "housing" as defined at <u>24 CFR 92.2</u>, including but not limited to manufactured housing, single room occupancy (SRO) units, and permanent supportive housing. Emergency shelters, hotels, and motels (including those currently operating as non-congregate shelter), facilities such as nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do not constitute housing in the HOME-ARP program. However, HOME-ARP funds may be used to acquire and rehabilitate such structures into HOME-ARP rental housing.

Developing financially feasible rental housing for qualifying households is challenging in the absence of project-based rental assistance. Most HOME-assisted rental projects rely on tenant rents to cover all or a portion of the debt service and project operating costs. Most HOME-ARP qualifying households will be unable to pay a rent that covers allocated debt service or operating costs, requiring PJs to use other techniques to determine that HOME-ARP units are affordable and that projects containing HOME-ARP units are sustainable throughout the minimum compliance period. PJs are encouraged to work with local PHAs and other state or local agencies to obtain project-based rental assistance for units funded with HOME-ARP. In the absence of such project-based rental assistance, the HOME-ARP units for qualifying households may require substantial capital investment through HOME-ARP and other Federal, state, local, or private sources to eliminate debt service on the units. ARP suspended the maximum per-unit subsidy limit for HOME-ARP units, enabling HOME-ARP funds to pay the entire cost to acquire, rehabilitate and/or construct the HOME-ARP rental units, eliminating the need for the HOME-ARP units to support debt. In mixed-income developments, revenue from market rate or higher income-restricted units may also provide an internal subsidy to cover a portion of the operating costs of HOME-ARP units.

To address these challenges and maintain affordability, HUD is using its HOME-ARP statutory authority to:

- Establish alternative rent requirements to <u>24 CFR 92.252(b)</u> and extend an owner's ability to charge the maximum rent permissible under a rental assistance program (to units occupied by recipients of tenant-based rental assistance (e.g., Housing Choice Vouchers, HOME TBRA, HOME-ARP TBRA).
- Establish a minimum compliance period of 15 years for all HOME-ARP rental units irrespective of the amount of subsidy per unit or whether the units are acquired, rehabilitated, and/or newly constructed.
- Permit the use of HOME-ARP funds to provide ongoing operating cost assistance or capitalize a project operating cost assistance reserve to address operating deficits of the HOME-ARP units restricted for qualifying households during the compliance period.
- Allow not more than 30 percent of the total number of rental units assisted with HOME-ARP funds by the PJ to be restricted to households that are low-income as defined in 24 <u>CFR 92.2</u> ("low-income households"). These units may only be located in projects containing HOME-ARP units restricted for qualifying households. The HOME-ARP rental units occupied by low-income households must operate under the regulations applicable to HOME rental units at 24 CFR 92.252 (i.e., be occupied by low-income

households and bearing a rent not greater than the lesser of a. the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or b. a rent equal to 30 percent of the adjusted income of a family with annual income at 65 percent of median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit).

- 1. <u>Targeting and Occupancy Requirements</u>: ARP requires HOME-ARP activities to primarily benefit households in the qualifying populations. To improve the feasibility and maintain the long-term viability of projects with HOME-ARP rental units for qualifying households, a PJ may invest HOME-ARP funds in units that are not restricted for occupancy solely for qualifying populations as described in this section. Specifically, participating jurisdictions must comply with the following requirements:
  - a. <u>*Targeting:* HOME-ARP funds can only be invested in units restricted for qualifying</u> households or low-income households as follows:
    - i. Not less than 70 percent of the total number of rental units assisted with HOME-ARP funds by the PJ must be restricted for occupancy by households that are qualifying households at the time of the household's initial occupancy; and,
    - ii. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds by the PJ may be restricted to low-income households. These rental units do not have to be restricted for occupancy by qualifying households, however rental units restricted to low-income households are only permitted in projects that include HOME-ARP units for qualifying households.
  - b. <u>Occupancy Requirements:</u>
    - i. **Qualifying Households**. Units restricted for occupancy by qualifying households must be occupied by households that meet the definition of a qualifying population at the time of admission to the HOME-ARP unit. A qualifying household after admission retains its eligibility to occupy a HOME-ARP rental unit restricted for qualifying populations, irrespective of the qualifying household's changes in income or whether the household continues to meet the definition of a qualifying population. As such, a unit restricted for a qualifying household remains in compliance with the HOME-ARP unit restriction as long as the unit is occupied by a qualifying household that met the definition of a qualifying population.
    - ii. Low-Income Households. At initial occupancy, units restricted for low-income households must be occupied by households that meet the definition of low-income in <u>24 CFR 92.2</u>. If a tenant's income increases above the applicable low-income limit during the compliance period, the unit will be considered temporarily out of compliance. Noncompliance requires the PJ to take action in accordance with the rent and unit mix requirements in <u>Sections VI.B.15</u> and <u>VI.B.17</u> of this Notice, respectively.

2. <u>Eligible Activities</u>: A PJ may use HOME-ARP funds for acquisition, construction, and rehabilitation, including reconstruction as defined in <u>24 CFR 92.2</u>, of affordable rental housing for qualifying and low-income households. Acquisition of vacant land or demolition must be undertaken only with respect to a particular housing project intended to provide HOME-ARP rental housing within the timeframes provided in <u>Section VI.B</u>. of this Notice. A HOME-ARP rental project must meet the definition of *project* in <u>24 CFR 92.2</u>.

HOME-ARP funds may be used to assist one or more units in a project. Only the eligible development costs of the HOME-ARP units may be charged to the HOME-ARP program. Cost allocation in accordance with 24 CFR 92.205(d)(1) is required if the assisted and non- assisted units are not comparable. After project completion, the number of HOME-ARP units in a project cannot be reduced. During the HOME-ARP minimum compliance period and prior to the end of the HOME-ARP budget period, a PJ may invest additional HOME-ARP funds to provide operating cost assistance but is prohibited from investing additional HOME-ARP funds for capital costs except within the 12 months after project completion.

A qualifying household admitted to a HOME-ARP rental unit may still receive HOME-ARP supportive services or TBRA in accordance with the requirements in this Notice.

- **3.** <u>Forms of Assistance</u>: The PJ may invest HOME-ARP funds in accordance with the eligible forms of assistance described in 24 CFR 92.205(b). Each PJ has the right to establish the terms of assistance, subject to the HOME-ARP requirements described in this Notice.
- 4. <u>Minimum Amount of Assistance</u>: The minimum amount of HOME-ARP funds that must be invested in a rental housing project is \$1,000 times the number of HOME-ARP-assisted units in the project as established in 24 CFR 92.205(c).
- 5. <u>Eligible Costs</u>: HOME-ARP funds may be used to pay for up to 100% of the following eligible costs associated with the acquisition, development, and operation of HOME-ARP rental units:
  - a. <u>Development hard costs</u> defined in <u>24 CFR 92.206(a).</u>
  - b. <u>*Refinancing*</u> the cost to refinance existing debt secured by a rental project that is being rehabilitated with HOME-ARP funds in accordance with 24 CFR 92.206(b)(2) and the PJ's HOME-ARP refinancing guidelines, as stated in their HOME-ARP Allocation Plan.
  - c. <u>Acquisition</u> the costs of acquiring improved or unimproved real property.
  - d. <u>*Related soft costs*</u> defined in <u>24 CFR 92.206(d)</u>.
  - e. <u>*Relocation costs*</u> as defined in <u>24 CFR 92.206(f)</u>, <u>24 CFR 92.353</u>, and described in this Notice.
  - f. <u>Costs relating to payment of loans</u> If the HOME-ARP funds are not used to directly pay a cost specified in this HOME-ARP rental housing section, but are used to pay off a

construction loan, bridge financing loan, or guaranteed loan, the payment of principal and interest for such loan is an eligible cost only if: (1) the loan was used for eligible costs specified in this HOME-ARP rental housing section, and (2) the HOME-ARP funds are part of the original financing for the project and the project meets the requirements of this Notice.

g. <u>Operating Cost Assistance</u> – A PJ may pay ongoing operating cost assistance or capitalize an operating cost assistance reserve for HOME-ARP-assisted units restricted for occupancy by qualifying populations in a project where the PJ determines in its underwriting that the reserve is necessary to maintain the HOME-ARP units' long-term operational feasibility. However, HOME-ARP funds cannot be used for both a capitalized operating cost assistance reserve and ongoing payments for operating cost assistance during the minimum compliance period. The allowable amount of the reserve shall not exceed the amount determined by the PJ to be necessary to provide operating cost assistance for HOME-ARP units restricted for occupancy by qualifying populations for the 15-year HOME-ARP minimum compliance period.

The operating cost assistance reserve for HOME-ARP units for qualifying households must be held by the project owner in a separate interest-bearing account and sized, based on an analysis of projected deficits remaining after the expected payments toward rent by qualifying households are applied to the units' share of operating costs. Funds in a capitalized operating cost assistance reserve can only be drawn to address operating deficits associated with HOME-ARP units restricted for occupancy by the qualifying populations. A PJ must use the definition of operating costs in this Notice in its calculation of operating deficits to determine the amount of HOME-ARP funds needed for an operating cost assistance reserve or when providing operating cost assistance.

Unexpended operating cost assistance reserve amounts remaining at the end of the minimum compliance period must be returned in accordance with <u>Section VI.B.24</u> of this Notice.

A PJ may provide operating cost assistance to a HOME-ARP rental project to cover an operating deficit associated with HOME-ARP units restricted for occupancy by qualifying households except for when an operating cost assistance reserve is already established for the project. Operating cost assistance committed to a project cannot be provided beyond the HOME-ARP budget period, as described in <u>Section VIII.C.4</u> of this Notice.

Operating costs include costs for administrative expenses, property management fees, insurance, utilities, property taxes, and maintenance of a unit that is designated as a HOME-ARP-assisted unit and required to be occupied by a qualifying household. . Operating costs must be reasonable and appropriate for the area, size, population(s) served, and type of project.

Project administrative expenses include payroll costs, which are gross salaries and wages paid to employees assigned to the property, including payroll taxes, employee compensation, and employee benefits; employee education, training, and travel; advertising; and general administrative costs which are costs for goods and services

required for administration of the housing, including rental or purchase of equipment, supplies, legal charges, bank charges, utilities, telephone/internet services, insurance, and other administrative costs that are reasonable and customary for the general administration of a rental unit occupied by qualifying populations. HOME-ARP permits the pro-rated staffing costs of a Resident Services Coordinator to be included in the operating costs allocated to a HOME-ARP unit for low-income or qualifying households if such costs are not already paid by another source. Typically, the role of a Resident Services Coordinator is to arrange community activities for residents and link residents to outside service agencies as needed.

A property management fee includes the total fee paid to a management agent by the owner for the day-to-day management of a HOME-ARP rental unit restricted for occupancy by qualifying populations. A management agent must cover its costs of supervising and overseeing operations of a HOME-ARP unit out of the fee they receive.

A reserve for replacement must be based on the useful life of each major system and expected replacement cost in a HOME-ARP project. Scheduled payments to a reserve for replacement of major systems included in the operating costs allocated to a HOME-ARP unit restricted for a qualifying household may be made from the operating cost assistance reserve. A reserve for replacement allocated to the HOME-ARP units may also be capitalized in the initial year of the minimum compliance period of the HOME-ARP units. HOME-ARP funds cannot be used to both capitalize a reserve for replacement and provide payments to the reserve for replacement from a capitalized operating reserve during the minimum compliance period.

Supportive services costs are not eligible operating costs of HOME-ARP units, however, qualifying households occupying HOME-ARP rental units may receive supportive services through the HOME-ARP supportive services eligible activity.

- 6. <u>Prohibited Activities and Fees</u>: HOME-ARP may not be used for any of the prohibited activities, costs or fees in 24 CFR 92.214, as revised by the Appendix to this Notice.
- 7. <u>HOME-ARP Funds and Public Housing</u>: HOME-ARP funds must be used in accordance with the requirements in 24 CFR 92.213(a)-(c).
- 8. <u>Commitment</u>: The affordable housing requirements in the definition of *Commitment* in <u>24</u> <u>CFR 92.2</u>, including the provisions in (2) *Commit to a specific local project*, apply to rental housing units assisted with HOME-ARP funds. This includes but is not limited to the requirements that the PJ and project owner have an executed legally binding written agreement under which HOME-ARP assistance will be provided to the owner for an identifiable project for which all necessary financing has been secured, a budget and schedule have been established, and underwriting has been completed and under which construction is scheduled to start within 12 months of the agreement date.
- **9.** <u>Maximum Per-Unit Subsidy and Limitations on Costs</u>: The maximum per-unit subsidy established in NAHA does not apply to HOME-ARP units. PJs may pay up to 100 percent of the eligible and reasonable HOME-ARP costs allocated to a HOME-ARP unit, including

operating cost assistance associated with units restricted for occupancy by qualifying households. All costs paid by HOME-ARP funds must comply with the requirements of this Notice and the Cost Principles at <u>2 CFR part 200</u>, subpart E of the Uniform Administrative Requirements, as amended.

**10.** <u>Underwriting, Subsidy Layering</u>: Before the PJ can commit HOME-ARP funds to a project, it must evaluate the project to determine the amount of HOME-ARP capital subsidy and operating cost assistance necessary to provide quality affordable housing that meets the requirements of this Notice and is financially viable throughout the minimum 15-year HOME-ARP compliance period. The PJ must evaluate the project in accordance with underwriting and subsidy layering guidelines it has developed for HOME-ARP projects.

The PJ's project underwriting must include an in-depth review of underlying project assumptions, development sources and uses, and projected operating income and expenses, and the project's long-term financial viability to determine the project's need for HOME- ARP assistance while preventing over-subsidization of the project. HUD anticipates that project developers will rely on Low-Income Housing Tax Credit (LIHTC) financing, HOME funds, Housing Trust Fund grants, project-based vouchers, project-based rental assistance, operating cost reserves, state or local sources, or a combination of these and other resources to create a feasible HOME-ARP project and maintain compliance with HOME-ARP requirements. HOME-ARP units for qualifying households that do not receive a commitment of project-based vouchers or project-based rental assistance may require both deep capital subsidy and operating cost assistance to remain financially sustainable for the minimum 15-year HOME-ARP capital and operating subsidies do not result in oversubsidization of the project.

To secure HOME-ARP rental units for qualifying households, HOME-ARP funds may be invested in different types of projects, including permanent supportive housing, mixed- finance affordable housing, and market-rate projects. While the viability of the HOME- ARP units is the PJ's primary concern, it must not limit its underwriting analysis to the HOME-ARP units. The longterm viability of HOME-ARP units is contingent upon the financial health of the entire project. PJs must therefore take a holistic approach to underwriting that examines the overall feasibility of the entire project to determine that the property will be financially sustainable for the duration of the 15-year HOME-ARP compliance period.

For projects that will receive operating cost assistance through a capitalized operating cost assistance reserve or on-going operating cost assistance for a specific period, the on-going operating cost assistance or operating cost assistance reserve must be included in the underwriting. Unless placed into an operating cost assistance reserve, operating cost assistance committed to a project for a specific period cannot be provided beyond the budget period, as described in <u>Section VIII.C.4</u>. of this Notice. HOME-ARP units that have commitments for a form of project-based rental assistance must be underwritten with the projected rental assistance and not with operating cost assistance. An operating cost assistance reserve must be sized based on an analysis of projected operating deficits

remaining after the expected payments toward rent by qualifying households are applied to the HOME-ARP unit's share of operating costs. While a PJ may offer on-going project operating cost assistance instead of providing an operating cost assistance reserve, it may find this approach makes it more difficult to develop HOME-ARP units.

a. <u>Underwriting and Subsidy Layering Guidelines</u>: PJs must develop standardized underwriting guidelines for HOME-ARP rental projects. These guidelines must provide for underwriting that accommodates and is appropriate for different types of projects. For example, a standard market analysis does not provide the necessary data for a project where 100% of the units are restricted as permanent supportive housing for qualifying populations. In contrast, if a mixed-income property relies on rental income from market-rate units to subsidize the operating costs of permanent supportive housing units for which little or no tenant-paid rental income is projected, then a market study confirming that the proposed market rents are achievable is needed to demonstrate the long-term financial viability of the project.

PJs with existing HOME rental underwriting standards may use these standards as the foundation for their HOME-ARP underwriting guidelines, but all PJs are required to develop and implement standardized underwriting guidelines for HOME-ARP that require the following:

i. An examination of the sources and uses of funds for the project and a determination that costs are necessary and reasonable. In examining a project's proposed sources and uses, a PJ must determine the amount of HOME-ARP development subsidy required to fill the gap between other committed funding sources and the cost to develop the project.

A developer fee is a permitted development cost under the HOME-ARP program, but the PJ must review the fee and determine that it is reasonable. A PJ may set limits on the developer fee and other fees (e.g., asset management fee, property management fee) to be paid by HOME-ARP funds that differ from other funding sources (e.g., LIHTC underwriting standards).

- ii. An assessment of the current market demand for the proposed project.
  - (1) For HOME-ARP units for qualifying households, a market assessment is not required. Rather, the PJ can demonstrate that there is unmet need among qualifying populations for the type of housing proposed through their gap analysis, CoC data, public housing and affordable housing waiting lists, point-in-time surveys, housing inventory count, or other relevant data on the need for permanent housing for the qualifying populations.
  - (2) For projects containing units restricted for occupancy by low-income households or market-rate households, the PJ must conduct a market assessment in accordance with <u>24 CFR 92.250(b)(2)</u>. A third-party market assessment completed by the developer or another funder meets this requirement, but the PJ must review the assessment and provide a written, dated acknowledgement that it accepts the assessment's findings and conclusions. The market assessment and the PJ's written, dated

acknowledgement must be retained for recordkeeping purposes.

- iii. Review of and determination that the developer's experience and financial capacity are satisfactory based on the size and complexity of the project. When assessing the developer, the PJ must review, at minimum, prior experience with similar projects and the current capacity to develop the proposed project. When determining whether the developer has the financial capacity to undertake the project, the PJ should examine financial statements and audits to determine the developer's net worth, portfolio risk, pre-development funding, and liquidity.
- iv. Firm written financial commitments for the project.
- v. A careful review of the project's operating budget, including the basis for assumptions, projections of a project's net operating income, and reasonably expected changes in revenue and expenses during the minimum compliance period, to determine if any HOME-ARP-funded operating cost assistance is necessary and if applicable, an operating cost assistance reserve is sized appropriately. Operating income of the project must be sufficient to cover operating expenses throughout the minimum compliance period. For HOME-ARP units for qualifying households, the proforma or budget projections should include any anticipated ongoing operating cost assistance or draws from an operating cost assistance reserve, if applicable, that will offset operating deficits associated with those units to demonstrate sufficient operating support.
  - (1) If project-based vouchers or project-based rental assistance is or will be awarded, this analysis must include that rental assistance revenue because operating cost assistance cannot be used for units for qualifying households with project-based vouchers or project-based rental assistance.
  - (2) A PJ's underwriting standards may permit projects to generate reasonable net operating income throughout the minimum compliance period. However, HOME-ARP operating cost assistance may only be used to offset operating deficits, in accordance with the requirements of this Notice. Net operating income resulting from HOME-ARP operating cost assistance is not permitted and must be prohibited in the written agreement between the participating jurisdiction and the owner.
- vi. An assessment of the project's overall viability through the minimum compliance period based on the households (i.e., qualifying households, low-income households, market-rate households) it will serve.
- **11.** <u>**Property Standards**</u>: HOME-ARP rental units must comply with all property standards applicable to rental projects required in <u>24 CFR 92.251</u> paragraphs (a) new construction, (b) rehabilitation projects, (c)(1) and (2) acquisition of standard housing, (e) manufactured housing, and (f) on-going property condition standards.
- 12. <u>Determining Household Income</u>: The PJ must require all HOME-ARP units to be restricted for eligible households (i.e., either qualifying or low-income households)

throughout the minimum compliance period. Qualifying households are eligible for admission to HOME-ARP rental units solely by meeting the definition of one of the qualifying populations (i.e., HOME-ARP does not impose income restrictions on units restricted for qualifying populations). If there is no income requirement in the qualifying population's definition, a PJ is not required to perform an initial determination of household income except as necessary to determine an affordable rental contribution by the qualifying household or to establish eligibility for another funding source in the unit that imposes income restrictions (e.g., LIHTC). Each subsequent year during the compliance period, starting 1 year after initial occupancy, the PJ must use the definition of annual income as defined in 24 CFR 5.609 to examine the income of qualifying households to determine the household's contribution to rent. For low-income households, the PJ must use the definition of annual income as defined in 24 CFR 5.609 to examine the household's income at initial occupancy and each subsequent year during the compliance period to determine the household's ongoing income eligibility and applicable rental contribution.

- a. <u>Qualifying populations</u>: For purposes of establishing the qualifying household's rental contribution after initial occupancy, a PJ must examine a HOME-ARP qualifying household's income using <u>24 CFR 92.203(a)(1)(i) or (iii)</u>, starting 1 year after initial occupancy. Each year during the minimum compliance period, the owner must examine the household's annual income in accordance with any one of the options in <u>24 CFR 92.203(a)(1)</u> specified by the PJ. A project owner who re-examines household income through a statement and certification in accordance with <u>24 CFR 92.203(a)(1)(ii)</u>, must examine the income of each household, in accordance with <u>24 CFR 92.203(a)(1)(ii)</u>, every sixth year of the compliance period. Otherwise, an owner who accepts the household's statement and certification in accordance with <u>24 CFR 92.203(a)(1)(ii)</u> is not required to examine the household's income unless there is evidence that the household's written statement failed to completely and accurately state information about the household's size or income.
- b. <u>Low-income Households</u>: In accordance with <u>24 CFR 92.252(h)</u>, the income of each low-income household must be determined initially in accordance with <u>24 CFR 92.203(a)(1)(i)</u>, and each year following the initial determination during the minimum compliance period in accordance with any one of the options in <u>24 CFR 92.203(a)(1)</u> specified by the PJ. An owner who re-examines household income through a statement and certification in accordance with <u>24 CFR 92.203(a)(1)(ii)</u>, must examine the income of each household, in accordance with <u>24 CFR 92.203(a)(1)(ii)</u>, every sixth year of the minimum compliance period. Otherwise, an owner who accepts the household's statement and certification in accordance with <u>24 CFR 92.203(a)(1)(ii)</u> is not required to examine the household's income unless there is evidence that the household's written statement failed to completely and accurately state information about the household's size or income.
- c. <u>Households Assisted by Other Programs</u>: Notwithstanding paragraphs (a) and (b), if a family is applying for or living in a HOME-ARP-assisted rental unit, and the unit is assisted by a Federal or State project based rental subsidy then a PJ must accept a public housing agency, section 8 project owner, or CoC recipient or subrecipient's

determination of the family's annual income and adjusted income under that program's rules and does not need to obtain source documentation in accordance with 24 CFR 92.203(a)(1) or calculate the annual income of the family. If a family is applying for or living in a HOME-ARP rental unit, and the family is assisted by a Federal tenant-based rental assistance program (e.g. housing choice vouchers) then a PJ may choose to accept the rental assistance provider's determination of the family's annual and adjusted income under that program's rules without need for review under 24 CFR 92.203(a)(1).

- **13.** <u>**Rent limitations**</u>: This Notice establishes rent limits for HOME-ARP units restricted for qualifying populations and for units that may be restricted for low-income households.
  - a. <u>Units Restricted for Occupancy by Qualifying Households</u>: In no case can the HOME-ARP rents exceed 30% of the adjusted income of a household whose annual income is equal to or less than 50% of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. HUD will publish the HOME-ARP rent limits on an annual basis.

Notwithstanding the foregoing, a unit that receives a Federal or state project-based rental subsidy and is occupied by a qualifying household that pays as a contribution to rent no more than 30 percent of the household's adjusted income, may charge the rent allowable under the Federal or state project-based rental subsidy program (i.e., the tenant rental contribution plus the rental subsidy allowable under that program). If a household receives tenant-based rental assistance, the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rental subsidy allowable under that rental assistance program).

The rent limits for HOME-ARP units for qualifying households include the rent plus the utility allowance established pursuant to <u>Section VI.B.13.d</u> of this Notice.

- b. <u>Rent limitations low-income households</u>: HOME-ARP rental units occupied by low-income households must comply with the rent limitations in 24 CFR 92.252(a) (i.e., the lesser of the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or a rent equal to 30 percent of the income of a family at 65 percent of median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit). Notwithstanding the foregoing, when a household receives a form of Federal tenant-based rental assistance (e.g., housing choice vouchers), the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rent subsidy allowable under the rent plus the utility allowance established pursuant to <u>Section VI.B.13.d</u> of this Notice.
- c. <u>*Rent limitations Single Room Occupancy (SRO) Units*</u>: A HOME-ARP rental project may consist of SRO units. For the purposes of HOME-ARP rental, a SRO unit is defined as a unit that is the primary residence of the occupant(s) and must at least contain sanitary facilities but may also contain food preparation facilities. A project's

designation as a SRO cannot be inconsistent with the building's zoning and building code classification.

If the SRO units have both sanitary <u>and</u> food preparation facilities, the maximum HOME-ARP rent is based on the zero-bedroom fair market rent. If the SRO unit has only sanitary facilities, the maximum HOME-ARP rent is based on 75 percent of the zero-bedroom fair market rent. The rent limits for SRO units must also include the utility allowance established pursuant to <u>Section VI.B.13.d</u> of this Notice.

d. <u>Initial Rent Schedule and Utility Allowance</u>: The PJ must establish maximum allowances for utilities and services and update the allowances annually. The PJ may adopt the utility allowance schedule of the PHA.

The PJ must review and approve the HOME-ARP rents proposed by the owner, subject to the HOME-ARP rent limitations. For HOME-ARP units where the tenant is paying utilities and services (e.g., trash collection), the PJ must determine that the rent for the unit does not exceed the maximum rent minus the monthly allowance for utilities and services.

- 14. <u>Tenant Contribution to Rent Qualifying Households</u>: The PJ must determine that the qualifying household's contribution to rent is affordable to the qualifying household based on a determination of the household's income. If the household is receiving project-based or tenant-based rental assistance, the household cannot be required to contribute more towards rent than the amount permitted by the requirements of the applicable rental assistance program (See <u>Section VI.B.13.a</u> of this Notice). If a qualifying household is not receiving project-based or tenant-based rental assistance and cannot contribute any income toward rent, or the contribution is insufficient to cover the unit rent, the project owner may draw from the project's operating cost assistance reserve if projected rental revenue minus the operating costs of the unit results in a deficit. If an operating cost assistance reserve was not capitalized at project completion:
  - The PJ may provide ongoing HOME-ARP operating cost assistance to cover the operating deficits associated with units occupied by qualifying households, subject to the requirements in this Notice.
  - The qualifying household may receive HOME-ARP TBRA to remain housed in the HOME-ARP rental unit or the PJ may offer, in conjunction with a qualifying household's admittance into a HOME-ARP rental unit, a simultaneous award of supportive services to the qualifying household in accordance with <u>Section VI.D</u> of this Notice. Any provision of supportive services must comply with all requirements of <u>Section VI.D</u>, of the Notice and the PJ's policies and procedures.
  - Operating cost assistance, HOME-ARP TBRA, and supportive services funds committed to a project cannot be provided beyond the budget period for the HOME-ARP funds, as described in <u>Section VIII.C.4</u> of this Notice.

### 15. Changes in Income and Over-income Households:

A household that met the definition of one of the HOME-ARP qualifying populations at initial occupancy and whose annual income at the time of income re-certification is above

50 percent of median income for the area but at or below 80 percent of the median income for the area must pay the rent specified in 24 CFR 92.252(a).

HOME-ARP-assisted units restricted for low-income households continue to qualify as HOME-ARP rental housing despite a temporary noncompliance caused by increases in the incomes of existing households if actions satisfactory to HUD are taken so that all vacancies are filled in accordance with HOME-ARP requirements until the noncompliance is corrected.

A qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80 percent of the median income for the area) must pay rent that complies with the over income regulatory requirements at 24 CFR 92.252(i)(2), which includes requirements applicable to HOME units that also have LIHTC restrictions.

- 16. <u>Unit Designation</u>: The PJ must determine the number of HOME-ARP units in the project restricted for qualifying households and low-income households, respectively, and whether the units are fixed or floating units at the time of project commitment. The total number of HOME-ARP rental units restricted for occupancy by qualifying households and the total number of HOME-ARP rental units restricted for low-income households must be identified as separate totals in the written agreement. In a project containing HOME-ARP and other units, the PJ must designate fixed or floating HOME-ARP units in accordance with 24 CFR 92.252(j). The PJ must maintain this unit mix throughout the compliance period.
- **17.** <u>Maintaining Unit Mix</u>: At the time of admission to a HOME-ARP rental unit, a household must meet the definition for at least one qualifying population or be determined to be a low-income household, depending on the applicable HOME-ARP restriction on the rental unit to which it is being admitted and in accordance with the written agreement.

For HOME-ARP rental units restricted for occupancy by qualifying populations, a household that meets the definition of a qualifying population at the time of admission retains its eligibility to occupy a HOME-ARP rental unit restricted for occupancy by qualifying populations, irrespective of changes in income or whether the household continues to meet the definition of a qualifying population after initial occupancy. As an example, a household that qualifies as "Homeless" at admission does not meet the Homeless definition once the household occupies a HOME-ARP unit but remains a qualifying household and is eligible to remain in a HOME-ARP rental unit restricted for qualifying populations. Income determinations for qualifying households are therefore only for purposes of establishing a qualifying household's rental contribution as described in Section VI.B.15 of this Notice and not for maintaining continued eligibility in the HOME-ARP program. In a project with floating units, PJs are encouraged but not required to shift the HOME-ARP qualifying population designation to another unit to serve another qualifying household if the household's income subsequently is certified to be at or above 80 percent AMI and the household no longer meets the definition of any qualifying population.

For HOME-ARP rental units restricted for occupancy by low-income households, units will be considered temporarily out of compliance if the household's income increases above 80 percent of area median income. The requirements for correcting any noncompliance using vacancies or redesignation of units depends on whether the HOME-ARP rental units are fixed or floating and whether other funding sources (e.g., LIHTC) impose income or other restrictions on the units. Please note, in accordance with the requirements in 24 CFR 92.253 and in Section VI.B.19.c, an increase in a tenant's income does not constitute good cause to evict or refuse to renew a tenant's lease, regardless of program requirements associated with other funding sources such as LIHTC. In addition, compliance with unit restrictions for

low-income households requires adjustment of rents as described in Section VI.B.15 of this Notice.

**18.** <u>Minimum Compliance Period</u>: HOME-ARP-assisted units must comply with the requirements of this Notice for a minimum period of 15 years, irrespective of the amount of HOME-ARP funds invested in the project or the activity being undertaken. A PJ may impose a longer compliance period but should plan for the project's financial feasibility for the longer period without HOME-ARP funds. The PJ may not use HOME-ARP funds to provide operating cost assistance, including a capitalized operating cost assistance reserve, to cover deficits during a PJ's extended compliance period.</u>

If a project-based rental assistance Housing Assistance Payments (HAP) contract is awarded to a HOME-ARP rental project, a PJ must impose a minimum compliance period that is the greater of 15 years or the term of the HAP contract. PJs are also encouraged to extend restrictions for occupancy of the HOME-ARP units in accordance with the requirements in this section to match the term of eligible HAP contract renewals.

The provisions at 24 CFR 92.252(e)(1)-(4) apply, including the requirement that the PJ must impose the HOME-ARP rental requirements through a deed restriction, covenant running with the land, legally binding agreement restricting the use of the property and recorded on the property in accordance with State recordation laws, or other mechanisms approved by HUD. The chart providing minimum affordability periods based on rental housing activity that is contained in 24 CFR 92.252(e) does not apply. The enforceable restriction must provide that units assisted with HOME-ARP comply with the requirements of this Notice throughout the minimum 15-year compliance period, including:

- a. Units restricted for qualifying populations must be occupied by households that met the definition of a qualifying population at the time of initial occupancy. The household's contribution toward rent during this period must be affordable in accordance with <u>Section VI.B.14</u> of this Notice. The rents for these units must comply with the rent limitations established in this Notice, including the rent provisions specified in <u>24 CFR</u> <u>92.252(i)(2)</u> for households whose income increases above 80 percent of area median income and whose contribution to rent complies with the requirements in <u>Section VI.B.15</u>.
- b. Units available for low-income households must be continuously occupied by households who are income eligible. The rents for these units must comply with the rent

limitations established in this Notice, including the rent provisions specified in 24 CFR<u>92.252(i)(2)</u> for households whose income increases above 80 percent of area median income.

- c. The units must comply with the ongoing property condition standards of <u>24 CFR</u> <u>92.251(f)</u> throughout the compliance period as demonstrated by an on-site inspection within 12 months of project completion and an on-site inspection at least once every three years thereafter as required by <u>24 CFR 92.504</u>.
- d. Each household that occupies a HOME-ARP unit has an executed lease that complies with the tenant protections required in <u>Section VI.B.19</u> of this Notice.
- **19.** <u>**Tenant Protections</u>**: PJs must verify that each household that occupies a HOME-ARP assisted unit has an executed lease that complies with the tenant protection requirements of this Notice. The lease must be either be between the project owner and the household or between the project owner and a HOME-ARP sponsor with a sublease between the qualifying household and HOME-ARP sponsor. A HOME-ARP sponsor is a nonprofit organization that provides housing or supportive services to qualifying households and facilitates the leasing of a HOME-ARP rental unit to a qualifying household or the use and maintenance of HOME-ARP TBRA by a qualifying household. PJs may permit a HOME-ARP sponsor to lease a HOME-ARP unit from an owner or execute a master lease with the owner of a HOME-ARP project for HOME-ARP units restricted for occupancy by qualifying households. The HOME-ARP sponsor may then sublease the HOME-ARP rental unit to the qualifying household. The sublease between the HOME-ARP sponsor and the qualifying household must comply with the rent limitations and tenant protection requirements of this Notice.</u>
  - a. <u>Lease Requirement</u>: There must be a lease between the qualifying household or the lowincome household and the owner of the HOME-ARP-assisted project in accordance with <u>24 CFR 92.253(a)</u>, except that a sublease is permitted if a HOME-ARP sponsor has executed a master lease or lease with the project owner for the leasing of the units restricted for occupancy by qualifying households.
  - b. <u>Prohibited Lease Terms</u>: The lease between the low-income household, qualifying household, or HOME-ARP sponsor and the HOME-ARP project owner or the sublease between the HOME-ARP sponsor and a qualifying household may not contain any of the prohibited lease terms specified in 24 CFR 92.253(b).
  - c. <u>Termination of tenancy</u>: An owner may not terminate the tenancy or refuse to renew the lease of a tenant of a HOME-ARP unit or of a HOME-ARP sponsor with a sublease with a qualifying household except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local laws; or for other good cause. Similarly, a HOME-ARP sponsor may not refuse to renew a sublease with a qualifying household except for serious or repeated violation of the terms and conditions of the sublease; for violation of applicable Federal, State, or local laws; or for other good cause. Similarly, a HOME-ARP sponsor may not refuse to renew a sublease with a qualifying household except for serious or repeated violation of the terms and conditions of the sublease; for violation of applicable Federal, State, or local laws; or for

other good cause. An increase in the tenant's or sublessee's income does not constitute good cause.

In addition, if HOME-ARP funds were or are used to capitalize an operating cost assistance reserve or there is a current contract for the PJ to provide operating cost assistance to the project, an owner may not terminate the tenancy or refuse to renew the lease of a qualifying household because of the household's inability to pay rent during the minimum compliance period. A qualifying household's inability to pay rent shall mean that the qualifying household cannot pay more than 30 percent of the qualifying household's income toward rent, based on an income determination made by the PJ in the last 30 days.

Where there is no capitalized operating reserve or other operating cost assistance to cover the operating deficit for a HOME-ARP unit occupied by a qualifying household, the PJ may assist the qualifying household with HOME-ARP TBRA or supportive services in accordance with the requirements of this Notice.

The above tenant protections are necessary as HOME-ARP requires the PJ to perform underwriting that reviews the operating feasibility of units occupied by qualifying households for the 15-year compliance period to determine how HOME-ARP funds may address the potential for qualifying households to have little to no income to contribute toward rent.

To terminate or refuse to renew tenancy for any household occupying a HOME-ARP unit, the owner must serve written notice upon the tenant (and the HOME-ARP sponsor if the lease is between an owner and HOME-ARP sponsor) at least 30 days before termination of tenancy, specifying the grounds for the action. In the case of a sublease, to terminate or refuse to renew tenancy of a qualifying household, the HOME-ARP sponsor, in accordance with the policy established by the PJ, must notify the PJ in advance of serving written notice to the qualifying household and must serve written notice upon the qualifying household at least 30 days before termination of tenancy, specifying the grounds for the action.

- **20.** <u>Coordinated Entry and Project-Specific Waitlists</u>: In accordance with <u>Section IV.C</u> of this Notice, PJs must determine whether an owner may use a CoC's CE, a CoC's CE and other referral sources, or a project-specific waitlist, to select qualifying households for HOME-ARP units restricted for occupancy by qualifying populations. PJs will make this determination on a project-by-project basis. Regardless of which method is selected, in all cases, the PJ must use a project-specific waitlist when selecting households to occupy units restricted for occupancy by low-income households. Any preferences among qualifying households must be disclosed in the HOME-ARP allocation plan through the PJ's public participation process in accordance with Section V.C.</u> of this Notice. The written agreement between the PJ and the project owner must specify the method the owner must use for selecting qualifying households for admission to HOME-ARP units.
  - a. The owner of a HOME-ARP rental project must adopt and follow written tenant selection policies and criteria for HOME-ARP units that:

- i. Limits eligibility to households that meet one of the HOME-ARP qualifying populations definitions or low-income households in accordance with HOME-ARP requirements; Preferences for households in one or more of the HOME-ARP qualifying populations must comply with the PJ's preferences and the PJ's policies and procedures for applying those preferences, if any, and must not violate nondiscrimination requirements in 24 CFR 92.350.
- Do not exclude an applicant with a voucher under the section 8 Housing Choice Voucher Program (24 CFR 982), or an applicant participating in HOME, HOME-ARP or other Federal, state or local tenant-based rental assistance program because of the status of the prospective tenant as a holder of such a certificate, voucher, or comparable tenant-based assistance document;
- iii. Limits eligibility or gives a preference to a particular qualifying population or segment of the qualifying population if permitted in its written agreement with the participating jurisdiction (and only if the limitation or preference is described in the participating jurisdiction's HOME-ARP allocation plan). A preference for households in one or more of the HOME-ARP qualifying populations must comply with the PJ's determined preference(s) and the PJ's policies and procedures for applying the preference(s), if any;
- Any limitation or preference must not violate nondiscrimination requirements in <u>24 CFR 92.350</u>. If the PJ requires the use of a project-specific waitlist to select qualifying households and/or low-income households for occupancy of HOME-ARP units, provide for the selection of households from a written waiting list in the chronological order of their application, insofar as is practicable;
- v. Gives prompt written notification to any rejected applicant of the grounds for any rejection; and,
- vi. Complies with the VAWA requirements as described in 24 CFR 92.359.
- b. <u>Project-Specific Waitlist Low-Income Households</u>: A project owner must use a project-specific waitlist to select households to occupy units restricted for occupancy by low-income households in accordance with the tenant selection requirements of <u>24 CFR 92.253(d)</u>.
- 21. <u>Project Completion and Occupancy</u>: HOME-ARP rental projects must meet the definition of project completion at 24 CFR 92.2. If the PJ fails to complete a project within 4 years of project commitment, it must comply with the terminated project requirements at 24 CFR 92.205(e)(2). If the HOME-ARP units are not occupied by eligible qualifying households or low-income households within six months following project completion, the PJ, as applicable, must submit to HUD information on its efforts to coordinate with a CoC, homeless service providers, social service, and other public agencies to fill units for qualifying households or must submit marketing information and, if appropriate, a marketing plan to fill units for low-income households. The PJ must repay any HOME-ARP funds invested in units that are not rented to eligible qualifying or low-income households within 12 months of project completion.
- 22. <u>Penalties for Noncompliance</u>: The PJ must repay HOME-ARP funds invested in rental housing that is terminated before completion or otherwise does not comply with initial or ongoing requirements of this Notice during the compliance period, as follows:

- a. If the noncompliance or termination occurs within the first 10 years of the compliance period, the PJ must repay the entire amount of HOME-ARP funds invested in the project.
- b. If the noncompliance or termination occurs in years 11 through 15, the repayment amount will be reduced by 20 percent for each year beyond the initial 10-years during which time the project was compliant.

Repayment of the HOME-ARP funds is not required if the project owner sells or transfers, either voluntarily or involuntarily, the HOME-ARP project during the compliance period if (1) the HOME-ARP restrictions remain, (2) the project and new project owner continues to comply with all HOME-ARP requirements, and (3) any HOME-ARP funds remaining in a project's operating cost assistance reserve or reserve for replacement remain with the project and convey upon sale or transfer of the project as a restricted operating cost assistance reserve for replacement subject to HOME-ARP Notice requirements.

- **23.** <u>Operating Cost Assistance Reserve Management and Oversight</u>: The PJ must require that any HOME-ARP funds expended for project operating cost assistance reserves are held by the project owner in a separate interest-bearing account. The PJ must require the project owner to request written approval from the PJ prior to disbursing funds from the project operating cost assistance reserve. The PJ must review each requested distribution from the operating cost assistance reserve, including supporting documentation, to determine that the distribution is reasonable and necessary to cover the operating deficit associated with HOME-ARP units occupied by qualifying households. The PJ must, no less than annually, review the operating cost assistance reserve account to determine that the account is appropriately sized based on the projected operating deficits of HOME-ARP units restricted for occupancy by qualifying households. The PJ may require the project owner to enter into a deposit account control agreement for the operating cost assistance reserve where the PJ must approve disbursements from the account.
- 24. <u>End of Compliance Period and Return of Operating Cost Assistance Reserve</u>: Any unexpended operating cost assistance reserve remaining at the end of the compliance period must be returned as follows:
  - a. If the HOME-ARP rental project will continue to operate in accordance with the HOME-ARP requirements and serve qualifying households beyond the HOME-ARP 15- year compliance period as demonstrated by enforceable restrictions imposed by the PJ, the project can retain the operating cost assistance reserve amount to address any operating deficits associated with the HOME-ARP units occupied by qualifying households.
  - b. If the HOME-ARP project will not continue to operate in accordance with the HOME-ARP requirements and serve qualifying households beyond the 15-year HOME-ARP compliance period and the HOME-ARP grant has expired or is closed out, the remaining operating cost assistance reserve funds must be deposited in the PJ's local HOME

account and recorded as HOME program income receipt in the Integrated Disbursement and Information System (IDIS) and used for eligible costs under <u>24 CFR part 92</u>.

#### C. Tenant-Based Rental Assistance (TBRA)

HOME-ARP funds may be used to provide tenant-based rental assistance to qualifying households ("**HOME-ARP TBRA**"). In HOME-ARP TBRA, the PJ assists a qualifying household with payments to cover the entire or insufficient amounts that the qualifying household cannot pay for housing and housing-related costs, such as rental assistance, security deposits, and utility deposits. HOME-ARP TBRA assisted households may choose to rent a unit in a HOME-ARP rental project or any other eligible rental unit. HOME-ARP TBRA is a form of rental assistance that is attached to the household and not a particular rental unit.

Therefore, the HOME-ARP TBRA assisted household may choose to move to another unit with continued HOME-ARP TBRA as long as the new unit meets the applicable property standards of this Notice. If a HOME-ARP TBRA assisted household chooses to move, the rental assistance contract terminates and a new rental assistance contract for the new unit will be executed according to HOME-ARP TBRA requirements. The HOME-ARP TBRA assisted household must notify the PJ before moving in order to receive continued HOME-ARP TBRA.

- 1. <u>Tenant Selection</u>: Only individuals and families in the qualifying populations are eligible to receive HOME-ARP TBRA assistance. PJs must perform tenant selection in accordance with <u>Section IV.C</u> of this Notice. The PJ must select qualifying households for HOME-ARP TBRA in accordance with written tenant selection policies and criteria that are based on local housing needs established in the HOME-ARP allocation plan. The PJ must follow written tenant selection policies and criteria that:
  - a. Limit eligibility to households that meet one of the HOME-ARP qualifying populations definitions in accordance with HOME-ARP requirements. Preferences for households in one or more of the HOME-ARP qualifying populations, if any, must comply with the preferences and/or method of prioritization in the PJ's HOME-ARP allocation plan and the PJ's policies and procedures for applying such preferences, if any, and must not violate nondiscrimination requirements in 24 CFR 92.350.
  - b. If the PJ selects HOME-ARP TBRA applicants off a waiting list, it must provide for the selection of qualifying households from a written waiting list in accordance with the PJ's preferences or method of prioritization in the chronological order of their application, insofar as is practicable.
  - c. Give prompt written notification to any rejected applicant of the grounds for any rejection, and
  - d. Comply with the VAWA requirements as described in 24 CFR 92.359.

Finally, the PJ may offer, in conjunction with HOME-ARP TBRA assistance, a simultaneous award of services in accordance with <u>Section VI.D</u> of this Notice, and also provide particular types of other nonmandatory services that may be most appropriate for persons with a special need or a particular disability. Any provision of supportive services must comply with all requirements of <u>Section VI.D</u> of the Notice and the PJ's policies and procedures.

- 2. <u>Tenant Protections</u>: PJs must require and verify that there is an executed lease between the qualifying household that receives HOME-ARP TBRA and the owner of the rental unit or between the owner of the rental unit and a HOME-ARP sponsor with a sublease between the qualifying households and the HOME-ARP sponsor, in accordance with <u>24 CFR 92.253(a)</u>. A HOME-ARP sponsor is a nonprofit organization that provides housing or supportive services to qualifying households and facilitates the leasing of a rental unit to a qualifying household or the use and maintenance of HOME-ARP TBRA by a qualifying household. PJs may permit a HOME-ARP sponsor, as defined in Section VI.B.19, to execute a lease or master lease with a project owner. The HOME-ARP sponsor must then sublease a unit to a qualifying household. The lease between the qualifying household and the rental unit owner or the sublease between the HOME-ARP sponsor and the qualifying household cannot contain any of the prohibited lease terms specified in <u>24 CFR 92.253(b)</u>.
- **3.** Eligible Costs: Eligible costs under HOME-ARP TBRA include rental assistance, security deposit payments, and utility deposit assistance to qualifying households. HOME-ARP funds may be used to pay for up to 100% of these eligible costs. A PJ may use HOME-ARP TBRA funds to provide loans or grants to qualifying households for security deposits for rental units regardless of whether the PJ provides any other HOME-ARP TBRA assistance. The amount of funds that may be provided for a security deposit may not exceed the equivalent of two months' rent for the unit. Utility deposit assistance is an eligible cost only if rental assistance or a security deposit payment is provided. Costs of inspecting the housing are also eligible as costs of HOME-ARP TBRA. Administration of HOME-ARP TBRA is an eligible cost only if executed in accordance with general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible project costs under HOME-ARP TBRA.
- 4. <u>Ineligible Costs:</u> HOME-ARP TBRA may not be used to pay for the homebuyer program as defined at 24 CFR 92.209(c)(2)(iv).
- 5. <u>Portability of Assistance:</u> A PJ may require the HOME-ARP TBRA assisted household to use HOME-ARP TBRA within the PJ's boundaries or may permit the household to use the assistance outside its boundaries pursuant to <u>24 CFR 92.209(d)</u>.
- 6. <u>Term of Rental Assistance Contract</u>: The requirements at <u>24 CFR 92.209(e)</u> defining the term of the rental assistance contract for providing assistance with HOME funds are waived for HOME-ARP TBRA. The PJ must determine the maximum term of the rental assistance contract. The rental assistance contract continues until the end of the rental assistance contract term, as determined by the PJ, or until the lease or sublease is terminated, whichever occurs first. The term of the rental assistance contract may be renewed, subject to the availability of HOME-ARP funds. The term of the rental assistance contract must begin on the first day of the term of the lease or sublease. HOME-ARP TBRA funds cannot be used after the end of the budget period.
- 7. <u>Maximum Subsidy:</u> The PJ must establish policies for the allowable maximum subsidy, which may differ from the maximum subsidy requirements at 24 CFR 92.209(h). PJs may

provide up to 100 percent subsidy for rent, security deposit payments, and utility bills. The PJ must also establish policies for determining any household contribution to rent based on a determination of the qualifying household's income.

- 8. <u>Rent Standard:</u> Consistent with 24 CFR 92.209(h)(3), PJs must also establish a rent standard for HOME-ARP TBRA by unit size that is based upon local market conditions or the section 8 Housing Choice Voucher program under 24 CFR part 982. The PJ must determine whether the rent for a HOME-ARP TBRA household complies with the rent standard established by the PJ for the HOME-ARP program and must disapprove a lease if the rent does not meet the PJ's rent standard for HOME-ARP TBRA.
- **9.** <u>Housing Quality Standards:</u> Housing occupied by a household receiving HOME-ARP TBRA must comply with all housing quality standards required in <u>24 CFR 982.401</u> (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME or HOME-ARP unit, in which case the PJ may defer to initial and ongoing inspection standards.
- **10.** <u>**Program Operation:**</u> The PJ may operate HOME-ARP TBRA itself or may contract with a PHA or other entity with the capacity to operate a rental assistance program. In either case, the PJ or entity operating the program must approve the lease. HOME-ARP TBRA may be provided through an assistance contract with (1) an owner that leases a unit to a qualifying household; (2) the qualifying household, or (3) an owner and the qualifying household in a tri-party contract. In the case of HOME-ARP TBRA provided in coordination with a HOME-ARP sponsor, as described below, the PJ may require that payments be made directly to the HOME-ARP sponsor that will make rental payments to the owner on behalf of the qualifying household or require payments directly to the owner of the unit.
- **11.** <u>HOME-ARP TBRA with a HOME-ARP Sponsor</u>: HOME-ARP TBRA may be provided in coordination with a HOME-ARP sponsor. As defined in <u>Section VI.B.19</u>, a HOME-ARP sponsor is a nonprofit organization that provides housing or supportive services to qualifying households and facilitates the leasing of a HOME-ARP rental unit to a qualifying household or the use and maintenance of HOME-ARP TBRA by a qualifying household. A HOME-ARP sponsor may make rental subsidy payments and a security deposit payment on behalf of a qualifying household. Under HOME-ARP TBRA, a qualifying household may reside in housing leased by a HOME-ARP sponsor if there is a sublease that complies with HOME-ARP lease requirements between the HOME-ARP sponsor and the qualifying household.
  - *a.* <u>*Rental Assistance Contract*</u>: There must be a rental assistance contract between the PJ and at least one of the following:
    - HOME-ARP sponsor;
    - Qualifying household; or
    - Owner of the housing.

Rental subsidy payments are made on behalf of the HOME-ARP TBRA household pursuant to a rental assistance contract. The rental assistance contract continues until the

lease is terminated or the term of the rental assistance contract expires (and is not renewed). Regardless of the role of the HOME-ARP sponsor, the HOME-ARP TBRA household has the right to continued HOME-ARP TBRA assistance if the household chooses to move from the unit. HOME-ARP TBRA funds cannot be used beyond the end of the HOME-ARP budget period.

The HOME-ARP sponsor may only receive the TBRA subsidy directly from the PJ on behalf of the qualifying household if the rental assistance contract is between the HOME-ARP sponsor and the PJ or the HOME-ARP sponsor and the PJ have entered into a written agreement as outlined below. The HOME-ARP sponsor must make rental subsidy payments to the owner on behalf of the qualifying household per the terms and conditions of the HOME-ARP TBRA contract or written agreement with the PJ. When the HOME-ARP TBRA assisted household moves to a new unit, the HOME-ARP sponsor is not required to continue its sponsor relationship with the HOME-ARP TBRA assisted household for the new rental unit but may do so with the consent of the HOME-ARP TBRA household.

The PJ must establish policies and procedures regarding termination of HOME-ARP TBRA assistance for qualifying households who are absent from the rental unit for a minimum of 60 days and where a HOME-ARP sponsor is leasing the rental unit and subleasing to the qualifying household or providing HOME-ARP TBRA rental subsidy payments on behalf of the household.

- b. <u>Lease and Sublease</u>: PJs must require and verify that each household that receives HOME-ARP TBRA assistance has an executed lease that complies with the tenant protection requirements of this Notice. The lease agreement may be between the project owner and the HOME-ARP TBRA household, or PJs may permit a HOME-ARP sponsor to execute a lease with an owner for an individual unit or a master lease for more than one unit restricted for occupancy by HOME-ARP TBRA households. If the lease agreement is between the HOME-ARP sponsor and owner, the HOME-ARP sponsor must execute a sublease agreement with a HOME-ARP TBRA household. The sublease between the HOME-ARP sponsor and the HOME-ARP TBRA household must meet the tenant protection requirements of this Notice.
- c. <u>Written Agreement with HOME-ARP Sponsor</u>: The PJ must enter into a written agreement with the HOME-ARP sponsor if the HOME-ARP TBRA rental assistance contract is not with the HOME-ARP sponsor and the HOME-ARP sponsor will receive the HOME-ARP TBRA subsidy directly from the PJ. The written agreement must specify the requirements for the HOME-ARP sponsor receiving the HOME-ARP TBRA subsidy on behalf of the qualifying household and the HOME-ARP sponsor's obligation to provide the HOME-ARP TBRA payment to the owner for the unit's required rent.
- **12.** <u>**Project Completion**</u>: Project completion for a HOME-ARP TBRA project means the final drawdown has been disbursed for the project.

### **D.** Supportive Services

HOME-ARP funds may be used to provide a broad range of supportive services to qualifying individuals or families as a separate activity or in combination with other HOME-ARP activities. Supportive services include: a) services listed in section 401(29) of the McKinney- Vento Homeless Assistance Act ("**McKinney-Vento Supportive Services**")<sup>1</sup> (42 U.S.C. 11360(29)); b) homelessness prevention services, as described in Section VI.D.3. and D.4 below; and

c) housing counseling services.

- 1. <u>Eligible Program Participants</u>: Supportive services may be provided to individuals and families who meet the definition of a qualifying population under <u>Section IV.A</u> of this Notice and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under this Notice in accordance with policies and procedures developed by the PJ. These policies and procedures should identify the length of time that program participants may be served by HOME-ARP TBRA and/or HOME ARP rental housing before they will no longer be eligible as a qualifying population for purposes of this section.
- 2. <u>Client Selection</u>: HOME-ARP funds may only be used to provide supportive services to individuals or families that meet the definition of a qualifying population in <u>Section IV.A</u> of this Notice. PJs must develop policies and procedures for the selection of program participants for services under this section of the Notice that comply with <u>Section IV.C</u> and this section of this Notice.
- **3.** <u>Eligible Supportive Services under HOME-ARP</u>: There are three categories specifically included as supportive services under HOME-ARP:
  - a. <u>McKinney-Vento Supportive Services</u>: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney-Vento.
  - b. <u>Homelessness Prevention Services</u>: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at <u>24 CFR</u> <u>576.102</u>, <u>24 CFR 576.103</u>, <u>24 CFR 576.105</u>, and <u>24 CFR 576.106</u>, and are revised, supplemented, and streamlined in <u>Section VI.D.4.c.i</u> below.
  - c. <u>Housing Counseling Services</u>: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at <u>24 CFR 5.100</u> and <u>5.111</u>, respectively, except where otherwise noted. The requirements at <u>24 CFR 5.111</u> state that any housing counseling, as defined in <u>24 CFR 5.100</u>, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under <u>24 CFR part 214</u> to provide housing counseling, consistent with <u>12 U.S.C. 1701x</u>.

<sup>&</sup>lt;sup>1</sup> The Consolidated Appropriations Act, 2021 (P.L. 116-260) enacted changes that renumbered section 401(27) to (29) of McKinney-Vento.

HUD-approved Housing Counseling Agencies can be found on HUD's website at: <a href="http://portal.hud.gov/hudportal/HUD?src=/program\_offices/housing/sfh/hcc">http://portal.hud.gov/hudportal/HUD?src=/program\_offices/housing/sfh/hcc</a>.

Program requirements and administration under <u>24 CFR part 214</u> apply to the provision of HOME-ARP Housing Counseling supportive services except those provisions related to current homeowners do not apply. Eligible HOME-ARP topics under Housing Counseling include but are not limited to the following examples:

Rental Housing Counseling Topics (24 CFR 214.300(e)(4))	Pre-Purchase Homebuying Topics (24 CFR 214.300(e)(1))	Homeless Services Topics (24 CFR 214.300(e)(5))
HUD rental and rent subsidy programs	Advice regarding readiness and preparation	Homeless assistance information regarding emergency shelter
Other federal, state, or local assistance	Federal Housing Administration insured financing	Other emergency services
Fair housing	Housing selection and mobility	Transitional housing
Rental search assistance	Housing search assistance	Referral to local, state, and federal resources (24 CFR 214.300(b)(2))
Landlord tenant laws	Fair housing and predatory lending	
Lease terms	Budgeting and credit	
Rent delinquency	Loan product comparison	
Referrals to local, state, and federal resources	Purchase procedures and closing costs	
	Referrals to local, state, and federal resources	

Housing Counseling surrounding the following topics are *ineligible* under HOME-ARP:

- Resolving or preventing mortgage delinquency, including, but not limited to default and foreclosure, loss mitigation, budgeting, and credit;
- Home maintenance and financial management for homeowners, including, but not limited to: Escrow funds, budgeting, refinancing, home equity, home improvement, utility costs, energy efficiency, rights and responsibilities of homeowners, and reverse mortgages.

In accordance with 24 CFR 214.300(a)(2), housing counselors must establish an action plan for each participating qualifying individual or family. Additionally, as per 24 CFR

<u>214.300(c)</u>, housing counselors must also make reasonable efforts to have follow-up communications with participating qualifying individuals, when possible, to assure that the individual or family is progressing toward the housing goal established in the plan, to modify or terminate housing counseling, and to learn and report outcomes.

#### 4. Eligible Costs of Supportive Services for Qualifying Individuals and Families: HOME-

ARP funds may be used to pay eligible costs associated with the HOME-ARP supportive services activity in accordance with the requirements in this Notice. Eligible costs that may be paid using HOME-ARP funds are limited to only those identified in <u>Section VI.D.4.c</u> below. Any ineligible costs paid using HOME-ARP funds must be repaid in accordance with the requirements of this Notice.

HUD has used its discretion in ARP to include eligible costs for supportive services that are necessary to assist the qualifying populations, prevent homelessness, or to enable qualifying households to obtain and maintain housing. The list of eligible costs associated with McKinney-Vento Supportive Services and Homelessness Prevention Services is in <u>Section</u> <u>VI.D.4.c.i</u> of this Notice.

While all qualifying households are eligible to receive supportive services under this activity, the PJ must establish requirements for documenting eligible costs for an individual or family in a qualifying population (as defined in <u>Section IV.A</u> of this Notice) as McKinney-Vento supportive services, homelessness prevention services, or Housing Counseling.

If a person is homeless, then the person is eligible to be provided the supportive services as McKinney-Vento supportive services for the costs allowable in <u>Section VI.D.4.c</u> below. If a person is housed and the supportive services are intended to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing to achieve stability in that housing then the person is eligible for homelessness prevention services for the costs allowable in <u>Section VI.D.4.c.</u> below.

Housing Counseling services may be provided regardless of whether a person is homeless or currently housed.

PJs must document in their files which types of supportive services they wish to offer program participants. If PJs are using a supportive services provider, PJs must document in their written agreements with supportive service providers whether they are authorizing McKinney-Vento supportive services, homelessness prevention services, Housing Counseling services or some combination of the three. Only the supportive services that are authorized in the written agreement with the supportive service provider may be provided to program participants by that supportive services may be served. As such, supportive services providers must demonstrate through their documentation that the individuals served were eligible to receive the supportive services that were authorized under the written agreement in order for those costs to be eligible.

Consistent with the requirements in this section, the PJ may set a maximum dollar amount that a program participant may receive for each type of service described in <u>Section</u> <u>VI.D.4.c.</u> below and may also set a maximum period for which a program participant may receive any of the types of assistance or services.

- a. <u>Oversight of Eligible Costs</u>: All supportive service costs paid for by HOME-ARP must comply with the requirements of this Notice, including requirements in <u>2 CFR part 200</u>, subpart E, Cost Principles that require costs be necessary and reasonable. If a qualifying household is already receiving the same eligible supportive service or has been approved to receive the same service through another program or provider, the program participant does not have a need for the HOME-ARP service and the costs related to the service do not comply with the Cost Principles. The PJ is responsible for establishing requirements that allow a program participant to receive only the HOME-ARP services needed so there is no duplication of services or assistance in the use of HOME-ARP funds for supportive services. This may include the use of systems such as Homeless Management Information Systems in coordination with local supportive service providers, CoCs, and other nonprofit organizations.
- b. <u>Direct provision of services</u>: PJs contracting with service providers engaged directly in the provision of services under the HOME-ARP eligible supportive services categories, shall have written agreements or contracts that comply with the requirements of this Notice and, to the extent practicable, enter into agreements or contracts in amounts that cover the actual total program costs and administrative overhead to provide the services contracted.

If the services outlined in paragraph c. below are being directly delivered by the PJ or a subrecipient, the following costs are eligible project delivery costs for those services:

- the costs of labor or supplies and materials incurred by the PJ or subrecipient in directly providing supportive services to program participants.
- the salary and benefit packages of the PJ and subrecipient staff who directly deliver the services.

These project delivery costs must be attributable to the identifiable objective of the service delivered, otherwise they are administrative costs of the PJ or subrecipient.

- c. Eligible Costs:
  - i. <u>Eligible Costs for McKinney Vento Supportive Services and Homelessness</u> <u>Prevention Services</u>: Eligible costs for supportive services under either of these two categories include costs associated with the following services:
    - (A) <u>Child care</u>: The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible. The child care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible. The following conditions also apply:

- Children must be under the age of 13 unless the children have a disability.
- Children with a disability must be under the age of 18.
- (B) <u>Education services</u>: The costs of improving knowledge and basic educational skills are eligible costs including:
  - Instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
  - Screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- (C) Employment assistance and job training: The costs of establishing and/or operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
  - Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
  - Services that assist individuals in securing employment consist of:
    - Employment screening, assessment, or testing;
    - Structured job skills and job-seeking skills;
    - Special training and tutoring, including literacy training and prevocational training;
    - Books and instructional material;
    - Counseling or job coaching; and
    - Referral to community resources.
- (D) <u>Food</u>: The cost of providing meals or groceries to program participants is eligible.
- (E) <u>Housing search and counseling services</u>: Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible. Services are:
  - Development of an action plan for locating housing;
  - Housing search;
  - Tenant counseling;
  - Securing utilities;
  - Making moving arrangements;
  - Outreach to and negotiation with owners;
  - Assistance submitting rental applications and understanding leases;
  - Assessment of housing for compliance with HOME-ARP requirements for TBRA assistance in <u>Section VI.C</u> of this Notice and financial

assistance for short-term and medium-term rental payments provided under <u>Section VI.D.4.c.i.(R)</u> below;

- Assistance obtaining utilities; and
- Tenant counseling;
- Mediation with property owners and landlords on behalf of eligible program participants;
- Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
- Payment of rental application fees;
- Other Housing counseling costs, as defined in <u>24 CFR 5.100</u>, funded with or provided in connection with grant funds must be carried out in accordance with <u>24 CFR 5.111</u>.

Please Note: When PJs or subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in  $\underline{24}$  <u>CFR 5.100</u>, and therefore are not required to be carried out in accordance with the certification requirements of  $\underline{24}$  <u>CFR 5.111</u>.

- (F) <u>Legal services</u>: Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing.
  - Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
  - Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are prohibited.
  - Services may include client intake, receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

- (G) <u>Life skills training</u>: The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, dating violence, sexual assault, stalking, human trafficking, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Life skills training includes:
  - the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- (H) <u>Mental health services</u>: Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals.
  - Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
  - Services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- (I) <u>Outpatient health services</u>: Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
  - Providing an analysis or assessment of a program participant's health problems and the development of a treatment plan;
  - Assisting program participants to understand their health needs;
  - Providing directly or assisting program participants to obtain and utilize appropriate medical treatment;
  - Preventive medical care and health maintenance services, including inhome health services and emergency medical services;
  - Provision of appropriate medication;
  - Providing follow-up services; and
  - Preventive and non-cosmetic dental care.
- (J) <u>Outreach services</u>: The costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
  - Costs associated with the following services are eligible: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and

mainstream programs; and publicizing the availability of the housing and/or services provided within the PJ's geographic area.

- (K) <u>Substance abuse treatment services</u>: Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include:
  - Program participant <u>intake</u> and assessment;
  - Outpatient treatment;
  - Group and individual counseling
  - Drug testing;
  - Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- (L) <u>Transportation</u>: Eligible costs are:
  - The costs of program participant's travel on public transportation or in a vehicle provided by the PJ or subrecipient to and from medical care, employment, childcare, or other services eligible under this Notice;
  - Mileage allowance for service workers to visit program participants and to carry out housing inspections;
  - The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
  - The cost of gas, insurance, taxes, and maintenance for the vehicle;
  - The costs of PJ or subrecipient staff to accompany or assist program participants to utilize public transportation; and
  - If public transportation options are not sufficient within the area, the PJ may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
    - Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
    - Payments for car repairs or maintenance must be paid by the PJ or subrecipient directly to the third party that repairs or maintains the car; and
    - PJs or subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
  - The PJ must establish policies and procedures surrounding payments for the cost of gas, insurance, taxes, the one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants. Such costs must be limited to program participants with the inability to pay for such costs and who, without such assistance, would not be able to participate in eligible services under this <u>Section VI.D.4.c.i</u>.

- (M) <u>Case management</u>: The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. PJs and subrecipients providing these supportive services must have written standards for providing the assistance. Eligible costs are those associated with the following services and activities:
  - Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
  - Counseling;
  - Developing, securing, and coordinating services;
  - Using a centralized or coordinated assessment system that complies with the requirements of <u>Section IV.C</u> of the Notice;
  - Obtaining federal, State, and local benefits;
  - Monitoring and evaluating program participant progress;
  - Providing information and referrals to other providers;
  - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
  - Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.
- (N) <u>Mediation</u>: HOME-ARP funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- (O) <u>Credit repair</u>: HOME-ARP funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- (P) <u>Landlord/Tenant Liaison</u>: Costs of liaison services between property managers/owners and program participants are eligible HOME-ARP costs and may include:
  - Landlord outreach;
  - Physical inspections and rent reasonable studies as needed to secure units;
  - Rental application fees and security deposits for clients, in accordance with the financial assistance costs requirements in (R);
  - Mediation services in (N) for housing issues that may arise between owner, property manager, or other residents and clients;

- Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing.
- (Q) Services for special populations: HOME-ARP funds may be used to provide services for special populations, such as victim services, so long as the costs of providing these services are eligible under this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- (R) <u>Financial assistance costs</u>: HOME-ARP funds may be used to pay housing owners, utility companies, and other third parties for the following costs, as applicable:
  - <u>Rental application fees:</u> Rental housing application fee that is charged by the owner to all applicants.
  - <u>Security deposits</u>: A security deposit that is equal to no more than 2 months' rent. This assistance is separate and distinct from the provision of financial assistance for First and Last Month's rent provided under this section and cannot be used to duplicate those costs.
  - <u>Utility deposits</u>: HOME-ARP funds may pay for a standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided) for all program participants for the following utilities:
    - Gas
    - Electric
    - Water
    - Sewer
  - <u>Utility payments</u>: HOME-ARP funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
  - <u>Moving costs</u>: HOME-ARP funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under this section of the Notice and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

- <u>First and Last month's rent</u>: If necessary to obtain housing for a program participant, HOME-ARP funds may be used to make a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance must not exceed two month's rent and must be tracked for purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive. This assistance is separate and distinct from financial assistance for Security Deposits provided under this section and cannot be used to duplicate those costs.
- <u>Payment of rental arrears</u>: HOME-ARP funds may be used for a onetime payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.
- (S) <u>Short-term and medium-term financial assistance for rent</u>: Subject to the following conditions, a PJ may provide a program participant with short-term or medium-term financial assistance for rent, provided that the total financial assistance provided, including any pre-payment of first and last month's rent as described above, does not exceed 24 months of rental payments over any 3-year period.
  - Short-term means up to 3 months.
  - Medium-term means more than 3 months but not more than 24 months.
  - The PJ may make rental payments only to an owner with whom the PJ has entered into a financial assistance agreement for rental payment. The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under this Notice. The financial assistance agreement must provide that, during the term of the agreement, the owner must give the PJ a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant. The owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in <u>24 CFR 92.359</u>.
  - The PJ must make timely payments to each owner in accordance with the financial assistance agreement. The financial assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The PJ is solely responsible for paying late payment penalties that it incurs with non-HOME-ARP funds.
    - Rental payments cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR

part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

- Each program participant receiving financial assistance for rental payments must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the financial assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in 24 CFR 92.359 apply to this financial assistance.
- PJs must establish requirements to prevent the provision of short- or medium-term financial assistance for rent for the same period for which a program participant is receiving rental assistance or living in housing provided with ongoing assistance (such as project-based rental assistance or operating subsidies).
- If a program participant receiving financial assistance for short- or medium-term rental payments under this section meets the conditions for an emergency transfer under <u>24 CFR 5.2005(e)</u>, HOME-ARP funds may be used to pay amounts owed for breaking a lease to effectuate an emergency transfer. These costs are not subject to the 24-month limit on rental payments.

Ineligible costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at <u>49 CFR part 24</u>, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at <u>24 CFR part 42</u>, during the period of time covered by the replacement housing payments.

 ii. <u>Eligible Costs Associated with Housing Counseling under 24 CFR 5.100 and</u> <u>5.111</u>: Costs associated with housing counseling services as defined at <u>24 CFR</u> <u>5.100</u> and <u>5.111</u> are eligible under HOME-ARP. As homeowner assistance and related services are not eligible HOME-ARP activities, costs for the provision of services related to mortgages and homeownership to existing homeowners are also not eligible under HOME-ARP. If a program participant is a candidate for homeownership, costs associated with pre-purchase homebuying counseling, education and outreach are eligible under HOME-ARP. Eligible costs are those costs associated with the services listed in <u>24 CFR part 214</u> and include, but are not limited to:

- (A) Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME-ARP program participants;
- (B) Development of a housing counseling workplan;
- (C) Marketing and outreach;
- (D) Intake;
- (E) Financial and housing affordability analysis;
- (F) Action plans that outline what the housing counseling agency and the client will do to meet the client's housing goals and that address the client's housing problem(s);
- (G) Follow-up communication with program participants.

#### 5. Termination of assistance to program participants:

- a. <u>*Termination of assistance*</u>: The PJ may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the PJ. Termination under this section does not bar the PJ from providing further assistance at a later date to the same individual or family under this Notice.
- b. <u>*Due process*</u>: The PJ must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, the PJ must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
  - i. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
  - ii. Written notice to the program participant containing a clear statement of the reasons for termination;
  - iii. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
  - iv. Prompt written notice of the final decision to the program participant.

During this process, the PJ must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the PJ must provide meaningful access to persons with LEP.

- 6. <u>Commitment</u>: For supportive services, commitment means that before disbursing any HOME-ARP funds to any entity, the PJ executed a legally binding written agreement that complies with HOME-ARP requirements with the contractor or subrecipient providing the supportive service (that includes the date of the signature of each person signing the agreement).
- 7. <u>Policies and Procedures</u>: PJs must establish the following policies and procedures in compliance with this notice:

- a. Tenant selection procedures in accordance with <u>Section IV.C.2</u> and this section;
- b. Eligibility of program participants in other HOME-ARP activities for supportive services under <u>Section VI.D.4.c.i</u> above including the length of time that program participants may be served by HOME-ARP TBRA and/or HOME ARP rental housing before they will no longer be eligible as a qualifying population for purposes of this section;
- c. If the PJ chooses to set maximum amounts and/or maximum periods for assistance or services, the maximum dollar amount that a program participant may receive for each type of service described in <u>Section VI.D.4.c.i</u> above and/or maximum periods for which a program participant may receive any of the types of assistance or services under this section;
- d. Documentation of eligible costs;
- e. Requirements that allow a program participant to receive only the HOME-ARP services needed so there is no duplication of services or assistance in the use of HOME-ARP funds for supportive services;
- f. Payments for the cost of gas, insurance, taxes, the one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants;
- g. Financial assistance for short-term and medium-term rental payments under this Notice, including requirements to prevent a duplication of rental or financial assistance provided to a program participant;
- h. Housing stability case management; and
- i. Termination of assistance to program participants.
- 8. <u>Project Completion</u>: Project completion for a HOME-ARP Supportive Services project means the final drawdown has been disbursed for the project.

#### E. Acquisition and Development of Non-Congregate Shelter

A non-congregate shelter (NCS) is one or more buildings that provide private units or rooms as temporary shelter to individuals and families and does not require occupants to sign a lease or occupancy agreement. HOME-ARP funds may be used to acquire and develop HOME-ARP NCS for individuals and families in qualifying populations. This activity may include but is not limited to the acquisition of land and construction of HOME-ARP NCS or acquisition and/or rehabilitation of existing structures such as motels, hotels, or other facilities to be used for HOME-ARP NCS. HOME-ARP funds may not be used to pay the operating costs of HOME-ARP NCS. Consequently, PJs must consider the availability of ongoing operating funds for the HOME-ARP NCS so that the HOME-ARP NCS can remain viable through the restricted use period specified in this Notice.

During the restricted use period, HOME-ARP NCS may:

- Remain as HOME-ARP NCS in compliance with the requirements of this Notice.
- Be used as a non-congregate emergency shelter under the Emergency Solutions Grants (ESG) program (Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act) (42 USC 11371 et seq.), in which case the non-congregate shelter must be operated in compliance with all requirements at 24 CFR part 576 that apply when ESG funds are provided for operating costs or essential services in the shelter. During any period for which ESG funds are provided, the applicable ESG requirements shall govern in the event of any conflict with HOME-ARP requirements.
- Be converted to permanent affordable housing according to the requirements established in <u>Section VI.E.11</u> of this Notice.
- Be converted to permanent housing as defined in Subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 USC 11381 et seq.) according to requirements of this Notice and 24 CFR part 578.
- <u>Admission and Occupancy</u>: HOME-ARP NCS units may only be occupied by individuals or families that meet the criteria for one or more of the qualifying populations as defined in <u>Section IV.A</u>. of this Notice. Where applicable, occupancy of NCS units by qualifying populations must be in accordance with the requirements in <u>Section IV.C</u> of this Notice. The PJ must not allow qualifying populations to be charged occupancy fees or other charges to occupy a HOME-ARP NCS unit unless the PJ determines such fees and charges to be customary and reasonable and the charges comply with <u>24 CFR 578.77(b)</u>.

To ensure that access to HOME-ARP NCS by qualifying populations is effectively integrated with other assistance and services, PJs are encouraged to incorporate each HOME-ARP NCS into the CE established by the CoC(s) for the area the NCS is funded to serve, provided that the CE is used in accordance with <u>Section IV.C</u> of this Notice. Whether or not packaged with NCS funding, HOME-ARP supportive services may also be provided as needed to qualifying individuals and families served by the HOME-ARP NCS in accordance with the requirements contained in <u>Section VI.D</u> of this Notice.

No individual or family may be denied admission to or removed from a HOME-ARP NCS unit on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking if the individual or family meets the criteria of one of the qualifying populations.

- 2. <u>Eligible Activities</u>: HOME-ARP funds may be used to acquire and/or rehabilitate or construct HOME-ARP NCS units to serve qualifying populations. Acquisition of vacant land or demolition of existing structures may be undertaken only as part of a HOME-ARP NCS project. HOME-ARP NCS units acquired and/or developed with HOME-ARP funds must meet the requirements of this Notice, i.e., be used as HOME-ARP NCS or used as emergency shelter under ESG for the restricted use period established in <u>Section VI.E.9</u> of this Notice.
- **3.** <u>Eligible Costs</u>: HOME-ARP funds may be used for actual costs of acquiring NCS or developing HOME-ARP NCS as follows:

- a. <u>Acquisition Costs</u>: Costs to acquire improved or unimproved real property.
- b. <u>Demolition Costs</u>: Costs of demolishing existing structures for the purpose of developing HOME-ARP NCS.
- c. <u>Development Hard Costs</u>: Costs identified in <u>24 CFR 92.206(a)</u> to rehabilitate or construct HOME-ARP NCS units, except costs must be for meeting the physical standards established in <u>Section VI.E.7</u> of this Notice.
- d. <u>Site Improvements</u>: Costs to make improvements to the project site, including installation of utilities or utility connections, and the construction or rehabilitation of laundry, community facilities, on-site management, or supportive service offices.
- e. <u>*Related Soft Costs*</u>: Reasonable and necessary costs incurred by the PJ and owner associated with the financing, acquisition, and development of HOME-ARP NCS projects, including costs identified in 24 CFR 92.206(d) with the following exceptions:
  - i. Costs to provide information services such as affirmative marketing to prospective homeowners and tenants are not eligible.
  - ii. Costs of funding an initial operating deficit reserve are not eligible.
  - iii. Costs of project-specific assistance to community housing development organizations, including technical assistance and site control loans or seed money loans as specified in <u>24 CFR 92.301</u> are not eligible.
- f. <u>Replacement Reserve</u>: Costs to capitalize a replacement reserve to pay the reasonable and necessary costs of replacing major systems and their components whose useful life will end during the restricted use period. Major systems include structural support, roofing, cladding, and weatherproofing, plumbing, electrical and HVAC. The costs of replacing major systems must be determined through a Capital Needs Assessment or documented in writing after an inspection by the PJ or PJ-selected contractor to assess the remaining useful life of major systems expected upon completion of the HOME-ARP NCS project. The costs of a replacement reserve must be included in the project budget in the written agreement along with a list of major systems to be replaced with the reserve and projected replacement schedule during the restricted use period (i.e., reserve for replacement analysis). Rehabilitation planned to be completed with HOME-ARP NCS reserve funds at a later date must be included in IDIS as a rehabilitation activity at initial commitment.
- 4. <u>Prohibited Costs</u>: HOME-ARP funds <u>may not</u> be used to:
  - a. Pay any operating costs of a HOME-ARP NCS project.
  - b. Provide additional HOME-ARP investment in a HOME-ARP NCS project during the restricted use period, except that additional HOME-ARP funds can be invested in the project up to one year after project completion in IDIS for eligible costs.

- c. Pay costs of a conversion of HOME-ARP NCS as described in <u>Section VI.E.11</u> of this Notice.
- d. Provide non-Federal matching contributions required under any other Federal program.
- e. Provide assistance for uses authorized under section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437g) (Public Housing Capital and Operating Funds).
- f. Provide assistance to eligible low-income housing under <u>24 CFR part 248</u> (Prepayment of Low-Income Housing Mortgages).
- g. Pay for the acquisition of property owned by the PJ, except for property acquired by the PJ with HOME-ARP NCS funds, or property acquired in anticipation of carrying out a HOME-ARP NCS project.
- h. Pay delinquent taxes, fees, or charges on properties to be assisted with HOME-ARP NCS funds.
- i. Pay for any cost that is not eligible under this Notice.
- 5. <u>Commitment</u>: PJs must commit HOME-ARP funds before disbursing funds for a HOME-ARP NCS project. HOME-ARP funds are committed to a HOME-ARP NCS project when the PJ executes a legally binding written agreement that meets the requirements in this Notice.

If the project is an acquisition-only activity, the PJ may commit HOME-ARP funds if it reasonably expects the project will be operated as HOME-ARP NCS within 6 months of the date of acquisition. Acquisition-only HOME-ARP NCS projects may be performed when the PJ reasonably determines that the units acquired will not require rehabilitation to meet the property standards in <u>Section</u> <u>VI.E.7</u> of this Notice. If the project is not in active use as HOME-ARP NCS within 6 months of the acquisition, HUD may require the PJ to submit a schedule for placing the project into operation within a period determined by HUD or may require the PJ to repay the funds to its HOME-ARP Treasury Account.

For projects that will involve rehabilitation or new construction with or without acquisition, the PJ may commit HOME-ARP funds if it reasonably expects development to begin within 12 months of the date of commitment.

6. <u>Project Development Due Diligence</u>: HOME-ARP NCS projects must meet the requirements of this Notice for the restricted use period. Consequently, before awarding HOME-ARP funds to a HOME-ARP NCS project, PJs must determine that acquisition and/or development is financially feasible. The PJ is responsible for maintaining continued operation of the NCS in accordance with this Notice throughout the restricted use period. Therefore, the PJ must consider whether the HOME-ARP NCS project has secured or has a high likelihood of securing operating funding because operating costs cannot be paid with HOME-ARP.

PJs must assess HOME-ARP NCS projects, including a review of information from the owner and/or developer that demonstrates the project's financial feasibility throughout the restricted use period. Before awarding funds for HOME-ARP NCS, the PJ must:

- Require that the developer submit evidence of appropriate skills and experience related to the development of shelters or similar facilities.
- Require the owner to submit evidence of prior experience with operating shelters.
- Require an acquisition or development budget, timeline, and sources and uses statement for the acquisition and/or development of the project be submitted for review.
- Require the owner to submit a proposed operating budget, including secured sources for operating costs and any operating gap that will require additional assistance. If there is a gap in the operating budget, the PJ should require the owner to submit a plan for securing additional private, local, state, or Federal funding sufficient for successful operation of the project.

Before committing funds, PJs should also determine whether the owner intends to continue operating the project as HOME-ARP NCS or emergency shelter NCS under ESG for the entire full restricted use period or plans to convert the HOME-ARP NCS to permanent affordable housing or CoC permanent housing during the restricted use period, once the minimum use period for HOME-ARP NCS established in this section is completed. If a HOME-ARP NCS project owner intends to convert the project to CoC permanent housing or permanent supportive housing during the restricted use period, the PJ is encouraged to pursue partnership and leveraging opportunities with the CoC early in the planning stage of a HOME-ARP NCS project. In such instances, the PJ should consider the physical design needs of an eventual conversion in its evaluation of the HOME-ARP NCS project.

7. Property and Habitability Standards: HOME-ARP NCS projects must meet the minimum HOME-ARP property standards prior to occupancy and the HOME-ARP NCS ongoing property standards throughout the restricted use period as described in this Notice. An "acquisition only" project must meet the HOME-ARP NCS minimum property standards described in paragraph a. below at the time of acquisition. If the project requires rehabilitation or repair to meet the minimum property standards, the project is considered acquisition and rehabilitation irrespective of the source of funds used for the rehabilitation or repair and must meet the NCS rehabilitation standards in paragraph b. below. In addition, PJs must meet the standards required in this Notice for rehabilitation or new construction, as applicable. The PJ must determine that construction contracts and documents describe the work to be completed in adequate detail to establish a basis for inspection to determine that all work was completed to contracted specifications and that the project met the HOME-ARP NCS property standards. Project classification as rehabilitation or new construction is determined by the PJs local code requirements based on specific work to be completed. PJs may also choose to adopt a standard that exceeds the minimum standards described here. The written agreement must impose the HOME-ARP NCS property standards or the PJ's locally developed standards and require that the PJ or its representatives have access to the property to perform inspections during development and throughout the restricted use period.

- a. <u>Minimum HOME-ARP NCS Property Standards</u>: All HOME-ARP NCS units and common areas must meet all applicable State and local codes, ordinances, and requirements and the applicable provisions of HUD's Lead Safe Housing Rules at <u>24</u> <u>CFR Part 35</u>. In addition, all HOME-ARP NCS projects must meet the following minimum safety, sanitation, accessibility, and privacy standards:
  - i. Must be structurally sound to protect occupants from the elements and not pose any threat to health and safety of the occupants.
  - Must be accessible in accordance with section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 *et seq.*) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 *et seq.*) and implementing regulations at 24 CFR part 35, all as applicable.
  - iii. Must provide each individual or family with an acceptable, individual room to sleep which includes adequate space and security for themselves and their belongings.
  - iv. Must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of occupants.
  - v. Must have a water supply free of contamination.
  - vi. Must have in-unit sanitary facilities that are in proper operating condition and are adequate for personal cleanliness and the disposal of human waste.
  - vii. Must provide necessary heating/cooling facilities in proper operating condition.
  - viii. Must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances.
  - ix. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - x. Must provide one working smoke detector and one working carbon monoxide detector in each unit. All smoke and carbon monoxide detectors and alarm systems must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector and one carbon monoxide detector. There must also be a second means of exiting the building in the event of fire or other emergency.

<u>Minimum HOME-ARP NCS Rehabilitation Standards</u>: HOME-ARP NCS rehabilitation projects must meet all applicable State and local codes, ordinances, and requirements, or in the absence of such codes, International Residential Code or the International Building Code (as applicable), and must comply with the Lead Safe Housing Rule at <u>24 CFR Part 35</u>. Additionally, PJs must consider the remaining useful life of major systems. PJs are encouraged to use a Capital Needs Assessment to determine the reasonable and necessary investment of HOME-ARP funding in rehabilitation projects and expected cost of ongoing replacement needs during the restricted use period. If HOME-ARP funding will capitalize a replacement reserve, the PJ must determine the remaining useful life of major systems through a Capital Needs Assessment or other PJ inspection documented in writing, in accordance with requirements for capitalized replacement reserve costs in <u>VI.E.3</u>. <u>Minimum HOME-ARP NCS New Construction Standards</u>: HOME-ARP NCS projects that are newly constructed must meet all applicable State and local codes, ordinances, and requirements, or in the absence of such codes, the International Residential Code or the International Building Code (as applicable to the type of structure). HOME-ARP funds cannot be used to fund a replacement reserve for newly constructed HOME-ARP NCS.

b. <u>On-going Property Standards and Inspections</u>: PJs must develop ongoing inspection procedures to verify that HOME-ARP NCS projects meet the minimum HOME-ARP NCS property standards established in this Notice throughout the restricted use period. A PJ's inspection procedures must require annual inspections that are applied consistently to all HOME-ARP NCS projects. When deficiencies are identified, a follow-up inspection to verify that deficiencies are corrected must occur within 6 months. The PJ may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice or work order) rather than reinspection. If life-threatening deficiencies exist, the owner or operator of the HOME-ARP NCS must correct such deficiencies immediately. In such instances, the PJ must reinspect to verify the deficiency has been corrected within 14 days.

#### 8. <u>Project Completion</u>: Project Completion for HOME-ARP NCS means:

- All necessary title transfer requirements and construction work has been performed;
- The project complies with the requirements of this Notice, including the HOME-ARP NCS property standards as evidenced by a final inspection;
- The project is actively operating as a HOME-ARP NCS;
- Final drawdown of HOME-ARP funds has been disbursed; and
- Project completion information is entered into IDIS.

All HOME-ARP NCS projects must be completed within 4 years of the date of commitment of the HOME-ARP funds based on the date of the last signature on the written agreement. If the PJ fails to complete a project within 4 years of project completion, it must comply with the terminated project requirements at 24 CFR 92.205(e)(2). HOME-ARP NCS rehabilitation and new construction projects must begin operating as active shelters within 6 months after the date of completion of the construction work. If the HOME-ARP NCS project is not in use within 6 months, HUD may require the PJ to submit a schedule for placing the project into operation as an active shelter within a period determined by HUD or may require the PJ to repay the HOME-ARP funds to its HOME-ARP Treasury Account.

**9.** <u>Restricted Use Period</u>: HOME-ARP NCS projects must comply with the requirements of this Notice for not less than the restricted use period specified in this Notice. PJs must impose the HOME-ARP NCS requirements through a deed restriction, covenant running with the land, legally binding agreement restricting the use of the property and recorded on the property in accordance with State recordation laws, or other mechanism approved by HUD. The use restriction should not identify that the property is prioritized for victims of domestic violence, dating violence, sexual assault, stalking or human trafficking. This use restriction must require that the property is operated as HOME-ARP NCS or non-congregate emergency shelter under ESG for the required restricted use period except that HOME-ARP

NCS projects may be converted to permanent affordable housing or CoC permanent housing after being operated as HOME-ARP NCS for the applicable minimum use period prior to conversion as described in <u>Section VI.E.11</u>. If the HOME-ARP NCS is converted, the PJ must amend its use restriction to reflect the change in requirements for the remainder of the restricted use period.

The restricted use period begins at project completion as defined in <u>Section VI.E.8</u> of this Notice and must be imposed for at least the following periods:

- a. <u>New Construction</u>: Newly constructed HOME-ARP NCS units must be operated as HOME-ARP NCS units for qualifying populations for a restricted use period of 15 years, regardless of the amount of HOME-ARP funds invested in the project.
- b. <u>*Rehabilitation*</u>: HOME-ARP NCS units which receive any amount of HOME-ARP funds for rehabilitation but are not designated as new construction by the PJ's state or local building code requirements must be operated as HOME-ARP NCS units for qualifying populations for a restricted use period of 10 years.
- c. <u>Acquisition Only</u>: Units acquired for use as HOME-ARP NCS that do not require rehabilitation for occupancy must serve the qualifying populations for a restricted use period of 10 years.
- d. PJs may impose longer restricted use periods but must require the project remain financially viable for the extended period.
- **10.** <u>**Return of Replacement Reserve</u>**: HOME-ARP funds may capitalize a replacement reserve for HOME-ARP NCS projects performing rehabilitation as described in <u>Section VI.E.3</u> of this Notice. Any unexpended HOME-ARP funds remaining in a project's replacement reserve at the completion of the restricted use period or upon conversion must be used or returned as follows:</u>
  - a. If the HOME-ARP NCS project will continue to operate in accordance with the HOME-ARP NCS requirements and serve qualifying households beyond the HOME-ARP NCS restricted use period demonstrated by enforceable restrictions imposed by the PJ in accordance with <u>Section VI.E.9</u>, the project can retain the replacement reserve to pay reasonable and necessary costs of replacing major systems and their components.
  - b. If the HOME-ARP NCS project will not continue to operate in accordance with the HOME-ARP NCS requirements because the NCS is being converted to either CoC permanent housing or permanent affordable housing as described in <u>Section VI.E.11</u> of this Notice and the HOME-ARP grant is still open, the remaining HOME-ARP funds in the replacement reserve must be returned to the PJ's HOME Investment Trust Fund Treasury account.
  - c. If the HOME-ARP NCS grant has expired or is closed out, any remaining HOME-ARP funds in the replacement reserve must be deposited in the PJ's local HOME account,

recorded as a program income receipt in IDIS and used for eligible costs under 24 CFR part 92.

- **11.** <u>Conversion of Non-Congregate Shelter to Rental Housing</u>: The ARP authorizes the conversion of HOME-ARP NCS units into permanent housing under subtitle C of title IV of McKinney-Vento or permanent affordable housing as described in this section, during the restricted use period. No HOME-ARP funds may be used for conversion. The written agreement between the PJ and the owner of the HOME-ARP NCS project must describe conversion as a possible outcome of the HOME-ARP NCS project; specify the conditions under which conversion will be permitted; and require that the PJ approve any conversion in advance.</u>
  - a. <u>Minimum Use Period</u>: All HOME-ARP NCS projects must be operated as NCS for a minimum period of time prior to conversion. The minimum use period prior to conversion varies based on the original HOME-ARP NCS eligible activity undertaken and the amount of funds invested in the project. If the HOME-ARP NCS project involves rehabilitation, the minimum use period prior to conversion is based on the total cost of the rehabilitation as a percentage of the total appraised value of the improved property. A larger investment for rehabilitation will require operation as HOME-ARP NCS for a longer minimum use period prior to conversion.
    - i. <u>Acquisition Only</u>: HOME-ARP NCS activities not requiring rehabilitation for occupancy must be operated as HOME-ARP NCS for no less than 3 years from project completion prior to conversion.
    - ii. <u>Moderate Rehabilitation</u>: Occurs when an NCS HOME-ARP project requires rehabilitation and the total rehabilitation expenditure from all sources of less than 75 percent of the total appraised value of the improved property. HOME-ARP NCS projects that receive moderate rehabilitation must be operated as HOME-ARP NCS for no less than 5 years from project completion prior to conversion.
    - iii. <u>Substantial Rehabilitation</u>: Occurs when an NCS HOME-ARP project requires rehabilitation and the total rehabilitation expenditure from all sources exceeds 75 percent of the total appraised value of the improved property. HOME-ARP NCS projects that receive substantial rehabilitation must be operated as HOME-ARP NCS for no less than 10 years from project completion before conversion.
    - iv. <u>New Construction</u>: Any HOME-ARP NCS project defined by the PJ's state or local code requirements as new construction must be operated as HOME-ARP NCS for no less than 10 years from project completion prior to conversion.

Requirements for conversions vary depending on the type of conversion, as follows:

b. <u>Permanent Affordable Housing</u>: During the HOME-ARP NCS restricted use period but only after the HOME-ARP NCS minimum use period, a PJ may provide written approval to convert the project from HOME-ARP NCS to permanent affordable housing (e.g., affordable multifamily rental housing, transitional housing) in accordance with the requirements prescribed in the PJ's written agreement with the HOME-ARP NCS owner.

The converted permanent affordable housing project must meet the following requirements:

i. Additional HOME-ARP Investment: The PJ is prohibited from investing additional HOME-ARP funds to pay for the cost of converting the project from HOME-ARP NCS to permanent affordable housing or to pay for operating the project as permanent affordable housing. However, the PJ must determine that adequate financial resources are committed to the project to bring it into compliance with the property standards of Section VI.B.11 of this Notice and maintain the financial feasibility of the project to be operated as permanent affordable housing for the qualifying populations throughout the remaining restricted use period. If permitting conversion of HOME-ARP NCS into permanent affordable housing, a PJ must develop and evaluate the project in accordance with standardized underwriting guidelines for conversion. At minimum, the PJ's underwriting guidelines for conversion must include an examination of the sources and uses of funds for the conversion and a careful review of the project's operating budget, including the assumptions, projections, and reasonably expected increases in expenses throughout the minimum compliance period defined in the section below, to determine that the project will remain financially feasible to serve the qualifying populations for the remainder of the restricted use period.

The PJ may assist households living in affordable rental housing units in converted projects by providing HOME-ARP TBRA in accordance with <u>Section VI.C</u> of this Notice or financial assistance services in accordance with Section <u>VI.D.4.c.i.R</u>.

ii. <u>Minimum Compliance Period</u>: The minimum compliance period for converted housing is the period that the housing must continue to comply with the requirements of this Notice and is equal to the balance of the HOME-ARP NCS restricted use period. A PJ may impose a longer compliance period but should plan for the project's financial feasibility for the longer period. The PJ may <u>not</u> use HOME-ARP funds to provide operating assistance, including a capitalized operating reserve, to cover deficits during the minimum or an extended compliance period.

The PJ must amend the use restriction for HOME-ARP NCS to reflect the conversion to permanent affordable housing. The provisions for imposing affordability requirements at 24 CFR 92.252(e)(1) through (e)(4) apply to the amended use restriction. In addition, the amended use restriction for the permanent affordable housing must be enforceable to maintain compliance with the requirements of this Notice for the minimum compliance period, including the following:

(1) The same number of units that were operated as HOME-ARP NCS for qualifying populations must be restricted for and must be occupied by households that meet the definition of a qualifying population at the time of initial occupancy of the permanent affordable housing. The household's contribution toward rent during this period must be affordable in accordance with <u>Section VI.E.11</u> of this Notice.

- (2) The units must comply with the ongoing property condition standards of <u>24 CFR 92.251(f)</u> throughout the minimum compliance period as demonstrated by an on-site inspection within 12 months of project completion and an on-site inspection at least once every three years thereafter as required by <u>24 CFR 92.504(d)(ii)</u>.
- (3) Each household that occupies a HOME-ARP assisted rental unit must have an executed lease that complies with the tenant protections required in <u>Section VI.B.18</u> of this Notice.
- iii. <u>Property Standards</u>: For the remaining restricted use period, the PJ must require that project owners maintain the housing as decent, safe and sanitary housing in good repair in accordance with the ongoing property condition standards of <u>24 CFR</u> <u>92.251(f)</u> as demonstrated by an on-site inspection at least once every three years in accordance with <u>24 CFR 92.504(d)(ii)</u>.
- iv. <u>Tenant Contribution to Rent</u>: The PJ must confirm that the qualifying household's contribution to rent is affordable to the household based on a determination of the household's income. If the household is receiving project-based or tenant-based rental assistance, it cannot contribute towards rent more than is permitted in accordance with the requirements of the applicable program. If a qualifying household cannot contribute to rent, or the contribution is insufficient to cover the unit rent, the PJ may provide HOME-ARP TBRA or supportive services to assist the qualifying household but may not provide operating cost assistance or fund an operating cost assistance reserve.
- v. <u>Tenant Protections</u>: Following conversion, each qualifying household that occupies a permanent affordable housing unit must have an executed lease or sublease that complies with the tenant protections requirements of this Notice.
  - <u>Lease Requirement</u>: There must be a lease between the qualifying household and the owner of the permanent affordable housing project or, if there is a sublease with a qualifying household, a lease between a HOME-ARP sponsor and the owner in accordance with <u>24 CFR 92.253(a)</u>.
  - (2) <u>Prohibited Lease Terms</u>: The lease between the qualifying household and the owner, lease between HOME-ARP sponsor and the owner, and sublease between a HOME-ARP sponsor and qualifying household may not contain any of the prohibited lease terms specified in <u>24 CFR 92.253(b)</u>.
  - (3) <u>Termination of tenancy</u>: An owner may not terminate the tenancy or refuse to renew the lease of a qualifying household (or of a HOME-ARP sponsor with a sublease with a qualifying household) in a permanent affordable housing unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local laws, or for other good cause. An increase in the qualifying household's income does not constitute good cause.

To terminate or refuse to renew tenancy, the owner must serve written notice upon the qualifying household and the HOME-ARP sponsor if the lease is between an owner and HOME-ARP sponsor, specifying the grounds for the action at least 30 days before termination of tenancy. In the case of a sublease, to terminate or refuse to renew tenancy of a qualifying household, the HOME-ARP sponsor, in accordance with the policy established by the PJ, must notify the PJ in advance of serving written notice to the qualifying household and must serve written notice upon the qualifying household at least 30 days before termination of tenancy, specifying the grounds for the action.

- vi. <u>Coordinated Entry and Project-Specific Waitlists</u>: On a project-by-project basis, the PJ must use the method of tenant selection in <u>Section VI.B.19</u> of this Notice to select qualifying households for occupancy of permanent affordable housing.
- vii. <u>Penalties for Noncompliance</u>: The PJ must repay HOME-ARP funds invested in HOME-ARP NCS that was converted to permanent affordable housing if the permanent affordable housing does not comply with initial or ongoing requirements of this Notice during the compliance period.
- c. <u>CoC Permanent Housing</u>: During the HOME-ARP NCS restricted use period but only after the HOME-ARP NCS minimum use period, a PJ may permit the conversion of a HOME-ARP NCS project to permanent housing or permanent supportive housing under <u>24 CFR 578.43</u> (acquisition) and/or <u>24 CFR 578.45</u> (rehabilitation) of the CoC program regulations. Conversions may only occur in accordance with the requirements prescribed in the PJ's written agreement with the HOME-ARP NCS owner. If conversion is approved by the PJ, the HOME-ARP NCS use restrictions must remain in place until the project is approved for CoC funding and the required CoC restrictions are imposed on the property.

Conversion to CoC permanent housing or permanent supportive housing may serve the following eligible households as defined in <u>24 CFR 578.3</u>, subject to any further eligibility conditions that may apply to the use of CoC Program funds to provide rental assistance in the housing or otherwise support the project:

- Chronically homeless individuals
- Homeless individuals or families

PJs are prohibited from investing additional HOME-ARP funds to pay for the cost of converting the project to CoC permanent housing or permanent supportive housing. The CoC designates eligible applicants for grant funds under 24 CFR Part 578, which includes nonprofit organizations, States, local governments, and instrumentalities of State or local governments. For-profit entities are not eligible to apply for CoC grants or to be subrecipients of grant funds. Consequently, if a HOME-ARP NCS project owner intends to convert the project to CoC permanent housing or permanent supportive housing during the restricted use period, the PJ is encouraged to pursue partnership and leveraging opportunities with the CoC early in the planning stage of a HOME-ARP NCS

project. Additionally, PJs may provide supportive services or HOME-ARP TBRA to qualifying households that must move because of the conversion. (See <u>Section VII.F.4.b</u> for more information on relocations involving shelter occupants).

#### ${f F}$ . Nonprofit Operating and Capacity Building Assistance

A PJ may use up to 5 percent of its HOME-ARP allocation to pay operating expenses of CHDOs and other nonprofit organizations that will carry out activities with HOME-ARP funds. A PJ may also use up to an additional 5 percent of its allocation to pay eligible costs related to developing the capacity of eligible nonprofit organizations to successfully carry out HOME-ARP eligible activities.

PJs may award operating expense assistance or capacity building assistance to a nonprofit organization if it reasonably expects to provide HOME-ARP funds to the organization for any of the eligible HOME-ARP activities within 24 months of the award.

#### 1. Eligible Costs

a. <u>Operating Expense Assistance</u>: Operating expenses are defined as reasonable and necessary costs of operating the nonprofit organization. These costs include employee salaries, wages and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment, materials, and supplies.

HOME-ARP funds used for operating expenses must be used for the "**general operating costs**" of the nonprofit organization. These operating costs must not have a particular final cost objective, such as a project or activity, or must not be directly assignable to a HOME-ARP activity or project. For example, HOME-ARP funds for operating expenses may *not* be used for staffing costs to provide supportive services or develop HOME-ARP-rental housing (as operating costs to develop HOME-ARP rental housing are paid for by a developer fee which is a project delivery or soft cost). Because ARP does not permit any HOME-ARP funds to be used to operate a shelter, all costs related to operating a non-congregate shelter (e.g., allocable overhead and staffing costs, insurance, utilities) also cannot be paid with HOME-ARP funds.

The actual costs of implementing a specific activity or project, including staff costs to deliver supportive services or administer HOME-ARP TBRA, are considered HOME- ARP project delivery costs or project soft costs and are not eligible costs under Nonprofit Operating and Capacity Building Assistance. HOME-ARP project delivery costs are those allowable costs incurred for implementing and carrying out eligible HOME-ARP projects or activities, such as supportive services. All project delivery costs are allocable to a HOME-ARP project, including direct project and related delivery costs integral to developing the project or providing the activity. HOME-ARP project delivery costs may be paid, if eligible, by HOME-ARP funds provided under a written agreement for the activity or project and must not be paid with nonprofit operating expense or capacity building assistance.

- b. <u>*Capacity Building Assistance*</u>: Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out eligible HOME-ARP activities. Eligible costs include salaries for new hires including wages and other employee compensation and benefits; costs related to employee training or other staff development that enhances an employee's skill set and expertise; equipment (e.g., computer software or programs that improve organizational processes), upgrades to materials and equipment, and supplies; and contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.
- 2. <u>Limitations on Assistance</u>: NAHA and the HOME regulations limit the amount of operating expense assistance that an organization can receive annually. ARP extends this limitation to the capacity building assistance paid with HOME-ARP funds.

In any fiscal year, operating assistance provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, for that fiscal year or \$50,000.

In any fiscal year, capacity building assistance provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, or \$50,000.

If an organization receives both operating assistance and capacity building assistance in any fiscal year, the aggregate total amount of assistance it may receive is the greater of 50 percent of the organization's total operating expenses for that fiscal year or \$75,000.

To implement the above limitations on assistance, HUD has established separate fund types in IDIS for operating expense assistance and capacity building assistance. This will facilitate accurate tracking and ensure that PJs do not exceed the limits established in NAHA and ARP.

**3.** <u>Commitment of Operating Expense and Capacity Building Assistance</u>: A PJ commits operating expense assistance or capacity building assistance when it enters into a legally binding agreement with the nonprofit organization to provide the assistance.

#### VII. OTHER FEDERAL REQUIREMENTS

HOME-ARP funds are federal financial assistance and, therefore, are subject to requirements applicable to such funds. PJs must comply with the following requirements: <u>24 CFR part 92, subpart H</u>, 92.352 – Environmental review; 92.353 – Displacement, relocation, and acquisition; and 92.355 – Lead-based paint.

#### A. Other Federal Requirements and Nondiscrimination

The requirements in <u>24 CFR 92.350</u> apply to the HOME-ARP program. PJs must comply with the Federal requirements set forth in <u>24 CFR part 5</u>, <u>subpart A</u>, including: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling and the nondiscrimination requirements at section 282 of NAHA. The requirements in section 282 of NAHA are waived in connection with the use of HOME-ARP funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108). PJs must also comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR 92.359.

# **B.** Affirmative Marketing and Minority Outreach

The requirements in 24 CFR 92.351 apply to HOME-ARP activities.

#### C. National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and Related Laws

The environmental requirements in 24 CFR 92.352 apply to eligible activities under this Notice. The environmental effects of each activity carried out with HOME-ARP funds must be assessed in accordance with the provisions of NEPA and the related authorities listed in HUD's implementing regulations at 24 CFR part 58. The applicability of the provisions of 24 CFR part 58 is based on the HOME-ARP project as a whole (i.e., all individual project activities, such as acquisition and rehabilitation, aggregated according to the requirements at 24 CFR 58.32), not on the type of the cost paid with HOME-ARP funds. In accordance with the provisions in 24 CFR part 58, activities undertaken with HOME-ARP funds are subject to environmental review by a PJ or State recipient. The PJ or State recipient (referred to as the "Responsible Entity" or "RE") must assume responsibility for environmental review, decision making, and action for each activity that it carries out with HOME-ARP funds, in accordance with the requirements at 24 CFR Part 58. A state PJ must assume responsibility for approval of Requests for Release of Funds and Certification (RROF/C) submitted by State recipients.

No funds may be committed to a HOME-ARP activity or project before the completion of the environmental review and approval of the RROF/C, as applicable. Neither a HOME-ARP recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance on an activity or project until the environmental review has been completed and HUD or the state has approved the recipient's RROF/C from the RE as applicable. In addition, until the RROF/C have been approved, neither a HOME-ARP recipient nor any participant in the development process may commit non-HUD funds on or undertake a HOME-ARP activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Therefore, it is important for REs to begin and complete any required environmental reviews as soon as possible.

# 1. HOME-ARP TBRA and Supportive Services

HOME-ARP TBRA and supportive services as defined at <u>24 CFR 58.35(b)</u> are categorically excluded, not subject to the Federal laws and authorities at <u>24 CFR 58.5</u> (CENST) or exempt from review under NEPA. A RE may complete a single CENST review categorized under <u>24 CFR 58.35(b)</u> for their supportive services program or their HOME-ARP TBRA program where participants choose their own unit and are not restricted to units within a pre-determined specific project site or sites. There is no need to complete reviews for every unit selected by participants.

# 2. HOME-ARP Rental Housing

Acquisition of a structure to be used as HOME-ARP rental housing is categorically excluded, subject to the Federal laws and authorities referenced at 24 CFR 58.5 (CEST) under 24 CFR 58.35(a)(5) (with the possibility of converting to exempt under 24 CFR 58.34(a)(12)) if the structure acquired will be retained for the same use (e.g., residential). Rehabilitation of buildings for residential use with one to four units for HOME-ARP rental housing is CEST under 24 CFR 58.35(a)(3)(i), if the density is not increased beyond four units, and the land use is not changed. Rehabilitation of buildings for use as HOME-ARP multifamily rental housing is CEST <u>under 24 CFR 58.35(a)(3)(ii)</u> only if:

- 1. the unit density is not changed more than 20 percent;
- 2. the project does not involve changes in land use from residential to non-residential; and
- 3. the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

Rehabilitation for HOME-ARP rental housing that does not meet the thresholds for multifamily residential buildings listed above requires completion of an Environmental Assessment in accordance with <u>24 CFR Part 58</u>, <u>Subpart E</u>. An Environmental Assessment is also required for new construction, demolition, acquisition of vacant land for new construction, and acquisition of non-residential structures for demolition and new construction.

#### 3. HOME-ARP NCS

HOME-ARP NCS activities are subject to environmental review by the RE under 24 CFR part 58. Acquisition of a structure to be used as HOME-ARP NCS is CEST under 24 CFR 58.35(a)(5) (with the possibility of converting to exempt under 24 CFR 58.34(a)(12)) if the structure acquired will be retained for the same use (e.g., residential). Rehabilitation of a structure for HOME-ARP NCS is CEST if the project meets the thresholds listed at 24 CFR 58.35(a)(3)(i) or (ii). Rehabilitation that does not meet these thresholds requires completion of an Environmental Assessment pursuant to 24 CFR part 58, subpart E. An Environmental Assessment is also required for new construction, demolition, acquisition of vacant land for new construction, and acquisition of non-residential structures for demolition and new construction.

HOME-ARP NCS projects which may convert to emergency shelter or permanent housing pursuant to Sec. 3204(a)(4)(B) or (C) of the ARP may complete a single environmental review that covers all proposed HUD funding sources and project activities. Conversion to a program using project-based rental assistance is CEST and requires completion of an environmental review. If conversion or other additional HUD funding sources are proposed after the

environmental review has been completed, a CENST review for supplemental assistance under 24 CFR 58.35(b)(7) can be performed if the review is completed by the same RE that conducted the original review and if re-evaluation is not required by 24 CFR 58.47.

The PJ or subrecipient, or any contractor of the PJ or subrecipient, may not acquire, rehabilitate, convert, repair, dispose of, demolish, or construct property for a HOME-ARP NCS project, or commit or expend HUD or non-HUD funds for NCS under HOME-ARP, until the RE has completed an environmental review under 24 CFR part 58 and received HUD or state approval of the RROF/C, as applicable.

# **D.** Labor Standards

The requirements in 24 CFR 92.354 apply to HOME-ARP activities.

# E. Lead Hazard Control Requirements

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at <u>24 CFR</u> <u>Part 35</u>, subparts A, B, J, K, M, and R apply to HOME-ARP-assisted activities.

For HOME-ARP NCS, a project must comply with <u>24 CFR part 35</u>, <u>Subpart K</u> when the HOME-ARP activity is acquisition only. HOME-ARP NCS projects that involve rehabilitation of pre-1978 facilities, whether the rehabilitation is funded with HOME-ARP or other funds, must comply with the requirements of <u>24 CFR part 35</u>, <u>Subpart J</u>.

# F. Uniform Relocation Assistance and Real Property Acquisition Policies Act, Section 104(d), and HOME-ARP Displacement, Relocation and Acquisition Program Requirements

HOME-ARP funding is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and section 104(d) of the Housing and Community Development Act of 1974, in addition to the Displacement, Relocation and Acquisition regulatory requirements of <u>24 CFR 92.353</u>. This Notice also includes HOME-ARP program specific relocation requirements applicable to HOME-ARP-assisted projects. PJs must comply with all applicable requirements, as described in this section.

#### 1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970:

Costs incurred to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. § 4601 *et seq.*) (URA) are eligible HOME-ARP project costs pursuant to this Notice and 24 CFR 92.206(f). The URA establishes minimum requirements for the acquisition of real property and the displacement of persons from their homes, businesses, or farms as a direct result of acquisition, rehabilitation, or demolition for federally-assisted programs and projects. The URA implementing regulations at 49 CFR part 24 establish:

- Requirements for the provision of replacement housing assistance, advisory services, and moving costs to persons displaced as a result of a program or project that receives federal financial assistance;
- Requirements for acquisitions, including the payment of just compensation pursuant to <u>49 CFR part 24, subpart B</u>, and provisions for voluntary acquisitions set forth in <u>49 CFR</u> <u>24.101</u>.
- Minimum requirements for temporary relocation of persons, businesses, or farms as a result of a project or program that receives federal financial assistance. These requirements are found in <u>Appendix A</u>, <u>Section 24.2(a)(9)(ii)(D)</u>.

Additional HUD URA policy and guidance is available in <u>HUD Handbook 1378.</u>

#### 2. Section 104(d) of the Housing and Community Development Act of 1974: HOME-ARP

is HOME funding and subject to the requirements in section 104(d) of the Housing and Community Development Act of 1974, as amended, (42 USC § 5304(d)), ("section 104(d)") unless waived, as described in this section and Appendix. Costs incurred to comply with section 104(d) requirements are eligible HOME-ARP project costs under 24 CFR 92.206(f). section 104(d) applies to the demolition or conversion, as defined in 24 CFR 42.305, of a lower-income dwelling unit in connection with a HOME or Community Development Block Grant Program (CDBG) assisted activity. section 104(d) includes the following requirements:

- A PJ must have a residential anti-displacement and relocation assistance plan (RARAP);
- A PJ must provide relocation assistance to displaced lower-income persons; and
- A PJ must perform one-for-one replacement of lower-income dwellings demolished or converted to a use other than a lower-income dwelling unit. A lower-income dwelling unit is defined in <u>24 CFR 42.305</u> as a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing, as defined by HUD.

Section 104(d) implementing federal regulations can be found at <u>24 CFR part 42 Subpart C</u>.

<u>HOME-ARP Section 104(d) Waiver / One-for-One Replacement Housing</u>. For purposes of , the one-for-one replacement housing requirements of section 104(d)(2)(A)(i) and (ii) and (d)(3) (42 U.S.C. 5304(d)(2)(A)(i) and (ii) and 42 U.S.C. 5304(d)(3)) and <u>24 CFR 42.375</u>, lower-income dwelling units shall not include single-room occupancy (SRO) units or residential hotel or motel units in jurisdictions where those units are considered dwelling units under state or local law. All other section 104(d) requirements, including but not limited to the requirement that the PJ have and follow a RARAP, remain in effect. (See <u>24</u> <u>CFR 92.353(e)</u> and <u>24 CFR part 42</u>, subpart <u>C</u>).

3. <u>HOME Program Displacement, Relocation and Acquisition Regulations</u>: In addition to the URA and section 104(d) requirement described above, the HOME program's Displacement, Relocation and Acquisition regulations at <u>24 CFR 92.353</u> also apply to projects funded with HOME-ARP funds. Some of these requirements differ from those

of the URA and section 104(d), including but not limited to the expanded temporary relocation protections at 24 CFR 92.353(b) and (c); optional relocation assistance policies in 24 CFR 92.353(d); and the right to return to a building or complex, if feasible, upon completion of a HOME project, in accordance with 24 CFR 92.353(a). PJs must follow these program-specific requirements in HOME-ARP assisted projects.

PJs are encouraged to develop optional relocation policies to address individuals that may not be eligible for URA or section 104(d) assistance due to their length of occupancy in a unit, ineligibility of their dwelling unit, or other factors beyond their control. Such policies must be in writing, applied consistently, and must not violate any other federal law or regulation. Costs incurred to comply with 24 CFR 92.353, including optional relocation policies, are eligible HOME-ARP project costs under 24 CFR 92.206(f).

# 4. <u>Additional HOME-ARP Program Relocation Related Requirements</u>: The following additional HOME-ARP program relocation requirements apply:

a. <u>Acquisition and/or rehabilitation of hotels, motels and other non-residential</u> <u>property</u>: In states where hotels and motels are not considered dwelling units or residential property, the acquisition of non-residential property such as hotels and motels for the production of HOME-ARP NCS units or HOME-ARP rental housing will not make a person occupying those properties eligible for relocation assistance under the URA, section 104(d) or <u>24 CFR 92.353</u>. HOME PJs may provide HOME-ARP assistance, as defined by this Notice, including the provision of HOME-ARP supportive services, HOME-ARP TBRA, the ability to stay in HOME-ARP NCS units, or the ability to rent a HOME-ARP rental unit, if the individuals or families can

demonstrate that-

- i. they have been in continuous residence at the property for 30 or more calendar days, and
- ii. they are a qualifying household, as defined by this Notice.

Any assistance provided pursuant to this section may be provided without regard to any preferences, project-specific waiting lists, or any other form of prioritization the PJ has developed pursuant to this Notice. For purposes of HOME-ARP, costs associated with activities under this provision of the Notice may be charged as either project delivery costs or relocation costs eligible under 24 CFR 92.206(f).

b. <u>Conversion of HOME-ARP NCS</u>: If HOME-ARP NCS units are occupied and converted to either permanent housing under CoC or permanent affordable housing as described in <u>Section VI.E.11</u> of this Notice, persons occupying the shelter would not normally be eligible for relocation assistance under the URA, section 104(d) or <u>24 CFR</u> <u>92.353</u> because they are not displaced from a dwelling unit. However, since the individuals or families occupying such shelter units are already qualifying households under HOME-ARP, HOME PJs may immediately provide such occupants with HOME-ARP assistance, as defined by this Notice, including the provision of HOME-ARP supportive services, HOME-ARP TBRA, the ability to stay in other HOME-ARP

NCS units, or the ability to rent a HOME-ARP rental unit. Additionally, the PJ may provide the occupants with assistance for moving costs or advisory services, as appropriate, as HOME-ARP administrative costs or under the HOME-ARP supportive services activity in <u>Section VI.D</u> of this Notice. Any assistance provided pursuant to this section may be provided without regard to any preferences, project-specific waiting lists, or any other form of prioritization the PJ has developed pursuant to this Notice, as

the persons occupying the NCS units were already determined to be qualifying households under the HOME-ARP.

5. <u>Persons Ineligible for HOME-ARP Assistance and Ineligible for URA, Section</u> <u>104(d), or assistance pursuant to 24 CFR 92.353</u>: If a person is required to move as a direct result of a HOME-ARP project and is determined ineligible for HOME-ARP housing assistance under the preceding <u>Section VII.F.4</u> and also determined ineligible as a displaced person under the URA, section 104(d) or HOME program rules, the PJ may provide such persons advisory services as an eligible HOME-ARP administrative cost, as the PJ determines to be reasonable and necessary.

# G. Section 3 Economic Opportunities for Low- and Very Low-Income Persons

Section 3 requirements established at <u>24 CFR Part 75</u> apply to HOME-ARP-assisted projects.

#### **H.** Conflicts of Interest

HOME-ARP is subject to the following conflicts of interest requirements:

- <u>Conflicts of Interest</u>: PJs, State recipients, and subrecipients engaging in any of the activities defined this Notice shall be subject to the conflicts of interest provisions at <u>24</u> <u>CFR 92.356</u>, including but not limited to the conflicts of interest exception process defined in <u>24 CFR 92.356(d)-(e)</u>. Owners and developers of HOME-ARP NCS and HOME-ARP rental housing shall be subject to <u>24 CFR 92.356(f)</u>.
- 2. <u>Organizational Conflicts of Interest</u>: The provision of any type or amount of HOME-ARP TBRA or supportive services may not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the PJ; State recipients; the subrecipient; or a parent, affiliate, or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent, affiliate, or subsidiary of the subrecipient, administer financial assistance that includes rental payments, utility deposits, security deposits, or first and last month's rent provided pursuant to this Notice. All contractors of the PJ, State recipients, or subrecipient must comply with the same requirements that apply to subrecipients under this section.
- 3. <u>Written Standards of Conduct</u>: PJs, State recipients, and subrecipients must maintain written standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements under this Notice and <u>2 CFR 200.318</u>. The written standards of conduct must also provide for internal controls and procedures to require a fair and open selection process for awarding HOME-ARP funds pursuant to this Notice. These standards

must include provisions on if and how Continuum of Care board members may participate in and/or influence discussions or resulting decisions concerning the competition or selection of an award or other financial benefits made pursuant to the HOME-ARP Notice, including internal controls on when funds may be awarded to the organization that the member represents.

- 4. <u>Requesting Exceptions to Organizational Conflicts of Interest</u>: Any request for an exception to the organizational conflicts of interest provisions in this Notice shall be in writing and shall be considered by HUD only after the PJ or State recipient has provided the following:
  - a. A written disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
  - b. An opinion of the PJ's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- 5. <u>Granting Exceptions to Organizational Conflicts of Interest</u>: HUD shall determine whether to grant an exception to the organizational conflicts of interest on a case-by-case basis when it determines that the exception will serve to further the purposes of HOME-ARP. HUD shall consider the following factors, as applicable, in determining whether to grant such an exception:
  - c. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available
  - d. Whether undue hardship will result to the PJ, State recipient, subrecipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict;
  - e. Whether conditioning approval on changes to the PJ, State recipient, or subrecipient's policies or procedures can adequately address the organizational conflict of interest; and
  - f. Any other factors relevant to HUD's determination, including the timing of the requested exception.

# VIII. PROGRAM ADMINISTRATION

# A. PJ Responsibilities

The PJ is responsible for managing the day-to-day operations of its HOME-ARP program, ensuring that HOME-ARP funds are used in accordance with all program requirements and written agreements, and taking appropriate action when performance problems arise. The use of State recipients, subrecipients, or contractors does not relieve the PJ of this responsibility.

#### **B.** Written Agreement Requirements

Before disbursing any HOME-ARP funds to any entity, the PJ must enter into a written agreement with that entity pursuant to 24 CFR 92.504. Similarly, before disbursing any HOME

funds to a State recipient, subrecipient, or contractor which is administering all or a part of the HOME-ARP program on behalf of the PJ, the PJ must also enter into a written agreement with that entity that complies with 24 CFR 92.504 and the requirements described below. A written agreement cannot commit to providing HOME-ARP funds after the end of the HOME-ARP budget period.

The written agreement must require compliance with the requirements of this Notice. The content of the written agreement will vary depending upon the role the entity is asked to assume or the type of project undertaken.

This section details basic requirements by activity and the minimum provisions, in addition to those at 24 CFR 92.504 that must be included in a written agreement. The written agreement provisions in 24 CFR 92.504 that reference the requirements of 24 CFR 92.350, 24 CFR 92.351, and 24 CFR 92.359 are not waived and apply for all HOME-ARP written agreements.

- 1. <u>Rental Housing</u>: The PJ must execute a written agreement with the project owner/developer prior to the expenditure of HOME-ARP funds. The written agreement must comply with 24 CFR 92.504 and contain the following additional provisions:
  - a. <u>Use of HOME-ARP funds for Rental Housing</u>: The agreement between the owner/developer must describe the address of the project or legal description of the property if a street address has not be assigned to the property, the use of the HOME-ARP funds and other funds for the project, including the tasks to be performed for the project, a schedule for completing the tasks and the project, and a complete budget, including any HOME-ARP funds used to capitalize an operating cost reserve for qualified HOME-ARP units. These items must be in sufficient detail to provide a sound basis for the PJ to effectively monitor performance under the agreement to achieve project completion and compliance with HOME-ARP requirements.
  - b. Operating Cost Assistance: If the PJ will provide HOME-ARP funds for operating cost assistance, the agreement must specify whether the PJ will provide assistance through periodic payments or capitalize the operating cost assistance reserve based on the operating deficit projected for the 15-year compliance period. If the PJ is providing ongoing assistance, the amount of assistance must be based on the actual operating deficit associated with the HOME-ARP units restricted for occupancy by qualifying households. The written agreement must specify the frequency of operating assistance payments made to the owner (e.g., monthly, quarterly, etc.) and state that the amount of assistance will be equal to the deficit demonstrated and/or incurred. The written agreement may only provide for HOME-ARP funds to be used for operating assistance payments during the budget period defined in Section VIII.C.4 below. If operating cost assistance will be required beyond the budget period, the PJ should capitalize an operating reserve before the expiration of the budget period for HOME-ARP funds in accordance with Section VI.B.23. If the PJ is capitalizing the operating reserve for the 15-year HOME-ARP compliance period, the amount of assistance must be based on the project's underwriting and the total anticipated operating deficit associated with the HOME-ARP units restricted for occupancy by qualifying households. The written

agreement must specify the amount of the capitalized reserve and the restrictions on its use during the minimum compliance period in <u>Section VI.B.18</u>. Net operating income resulting from HOME-ARP operating cost assistance is not permitted and must be prohibited in the written agreement between the participating jurisdiction and the owner.

- c. <u>Sublease/Master Lease of HOME-ARP Units</u>: If the PJ will permit a project owner to execute a sublease or master lease with a nonprofit organization for HOME-ARP units restricted for occupancy by qualifying households, the agreement must specify the duration of the sublease or master lease, applicable rents, lease requirements and tenant protections.
- d. <u>On-going compliance</u>: The agreement must require rental housing assisted with HOME-ARP funds to comply with the on-going requirements of <u>Section VI.B</u> of this Notice or require repayment in accordance with <u>Section VI.B.22</u>.
- e. <u>*Property Standards*</u>: The agreement must require the housing to meet the property standards required in 24 CFR 92.251 paragraphs (a) new construction, (b) rehabilitation projects, (c)(1) and (2) acquisition of standard housing and (f) on-going property condition standards.
- f. <u>Records and reports</u>: The agreement must specify the particular records that must be maintained and the information or reports that must be submitted to assist the PJ in meeting its recordkeeping and reporting requirements. The owner/developer of rental housing must annually provide the PJ with information on rents and occupancy of HOME-ARP assisted units to demonstrate compliance with this Notice. If the rental project has floating HOME-ARP units, the project owner/developer must provide the PJ with information regarding unit substitution and filling vacancies so that the project remains in compliance with the HOME-ARP occupancy requirements. The agreement must specify the reporting requirements, (including copies of financial statements) to enable the PJ to determine the financial condition and continued financial viability of the project.
- g. <u>Enforcement of the agreement</u>: The agreement must provide for a means for the PJ to enforce compliance with HOME-ARP requirements. This means of enforcement may include liens, deed restrictions, covenants running with the land, use restriction, or other mechanism approved by HUD under which the PJ has the right to require specific performance. In addition, the agreement must specify remedies for breach of the provisions of the agreement.
- h. <u>Request for disbursement of funds</u>: The agreement must specify that the owner/developer may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The owner/developer may request capitalization of a project operating cost assistance reserve for the qualifying units once all necessary title transfer requirements and construction work have been performed. The amount of each request must be limited to eligible costs in the amount needed, as described in <u>Section VI.B.5.g</u>.

- i. *Duration of the agreement*: The agreement must be in effect for at least the 15-year HOME-ARP minimum compliance period.
- j. <u>On-site Inspections and Financial Oversight</u>: The PJ must comply with the on-site inspections and financial oversight requirements of 24 CFR 92.504(d)(1) and (2). In addition, if the PJ will permit the capitalization of a project operating cost assistance reserve, the PJ must, no less than annually, oversee the administration of the operating cost assistance reserve account to verify that the account is appropriately sized and draws from the account are used to cover any deficits associated with units occupied by qualifying households.
- k. <u>Tenant Selection</u>: The written agreement must contain provisions explaining the method of tenant selection to be used in accordance with the requirements of <u>Section IV.C</u> and <u>VI.B.20</u> of this Notice. This section must be in sufficient detail to determine which method of tenant selection is being used for the qualifying population (i.e., use of CE, use of CE with other referral methods, or project-specific waiting list), the method of tenant selection for low-income households (See <u>Section VI.B.20</u>.b and <u>24 CFR 92.253(d)</u>), and any required policies and procedures around the use of a CE or project-specific waiting list. This section must also be in sufficient detail to determine compliance with the PJ's preferences and/or method of prioritization, if any, as well as all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in <u>24 CFR 5.105(a)</u>.
- 2. <u>TBRA (subrecipient or contractor)</u>: The requirements at <u>24 CFR 92.504</u>, apply to the use of HOME-ARP funds for TBRA. The written agreement provisions in 24 CFR 92.504 that reference the requirements of <u>24 CFR 92.350</u>, <u>24 CFR 92.351</u>, and <u>24 CFR 92.359</u> are not waived and still apply for HOME-ARP written agreements. The written agreement must contain the following provisions:
  - a. <u>Use of HOME ARP funds</u>: At a minimum, the written agreement must describe the amount and use of the HOME-ARP funds, the tasks to be performed, or services to be provided. HOME-ARP funds cannot be provided after the end of the HOME-ARP budget period.
  - b. <u>*Records and reports*</u>: The agreement must specify the particular records that must be maintained and the information or reports that must be submitted to assist the PJ in meeting its recordkeeping and reporting requirements.
  - c. <u>Duration of agreement and disbursement of funds</u>: The agreement must specify the duration of the agreement and state that disbursement of funds under the agreement may not be requested until the funds are needed.
  - d. <u>Compliance with HOME-ARP program requirements</u>: The written agreement must require compliance with HOME-ARP program requirements for the HOME-ARP TBRA activity as outlined in <u>Section VI.C</u> of this Notice.

e. <u>Rental assistance contract</u>: There must be a rental assistance contract between the PJ and either the HOME-ARP sponsor, the HOME-ARP TBRA assisted household, or the property owner. The PJ must determine the terms of the rental assistance contract. The rental assistance contract continues until the lease is terminated. If the rental assistance is being provided through a HOME-ARP sponsor, the PJ must determine the term of the rental assistance contract between the PJ and HOME-ARP sponsor.

If HOME-ARP TBRA is provided in coordination with a HOME-ARP sponsor, the PJ must enter into a written agreement with the HOME-ARP sponsor if the HOME-ARP TBRA rental assistance contract is not with the HOME-ARP sponsor and the HOME- ARP sponsor will be receiving the HOME-ARP TBRA subsidy directly from the PJ. The written agreement must specify the requirements for the HOME-ARP sponsor receiving the TBRA subsidy on behalf of the HOME-ARP TBRA household and the HOME-ARP sponsor's obligation to use the HOME-ARP TBRA payment to pay rent for the unit to the property owner or management agent. If HOME-ARP TBRA is provided in coordination with a HOME-ARP sponsor, the sponsor must enter into a sublease with the HOME-ARP TBRA assisted household that must specify the duration of the sublease, applicable rents, lease requirements and tenant protections, all in accordance with the requirements of this Notice.

- f. <u>Tenant Selection</u>: The written agreement must require the owner to comply with the method of tenant selection determined by the PJ and applicable requirements of <u>Section IV.C</u> and <u>VI.C.1</u> of this Notice. The written agreement must include a description of the required method of tenant selection for the qualifying populations (i.e., use of CE, use of CE with other referral methods, project-specific waiting list), the method of tenant selection for low-income households (See <u>Section VI.B.20</u>.b and <u>24 CFR 92.253(d)</u>), and any required policies and procedures around the use of a CE or project-specific waiting list. This section of the written agreement must be in sufficient detail to determine compliance with the PJ's preferences and/or method of prioritization, if any, as well as all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in <u>24 CFR 5.105(a)</u>.
- 3. <u>Supportive Services (subrecipient or contractor</u>): The requirements at <u>24 CFR 92.504</u>, apply to the use of HOME-ARP funds for supportive services. The provisions of the written agreement will depend on the role the entity is asked to assume. At a minimum, the written agreement must contain the following provisions:
  - a. <u>Use of HOME funds</u>: The written agreement must describe the amount and uses of the HOME-ARP funds, the tasks to be performed, the services to be provided, and include a budget. The written agreement cannot agree to provide HOME-ARP funds after the end of the HOME-ARP budget period.
  - <u>Records and Reports</u>: The agreement must specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the PJ in meeting its recordkeeping and reporting requirements as required under <u>Section</u> <u>VIII.F</u> of this Notice.

- c. <u>Duration of the agreement and Disbursement of Funds</u>: The agreement must specify the duration of the agreement, and state that disbursement of funds under the agreement may not be requested until the funds are needed.
- d. <u>*Compliance with HOME-ARP Program Requirements*</u>: The written agreement must also require compliance with HOME-ARP program requirements for the HOME-ARP supportive services activity as described in <u>Section VI.D</u> of this Notice.
- 4. <u>HOME-ARP Non-Congregate Shelter (owner/developer)</u>: Written agreements must be executed between the PJ and the owner for all HOME-ARP NCS projects. A legally binding HOME-ARP NCS written agreement must include the date of the signature of each person signing the agreement. PJs are responsible for entering into written agreements before disbursing HOME-ARP funding. Contents of written agreements can vary based on specific needs of the PJ, the owner, and the project. Agreements for the acquisition, development, and rehabilitation of HOME-ARP NCS units must contain the following provisions:
  - a. <u>Use of HOME-ARP funds</u>: The agreement between the PJ and owner must include the address of the project or legal description of the property if a street address has not been assigned to the property, the use of the HOME-ARP NCS funds and other funds for the project, including the tasks to be performed for the project, a schedule for completing the tasks and the project, and a complete budget. These items must be in sufficient detail to provide a sound basis for the PJ to effectively monitor performance under the agreement to achieve project completion and compliance with HOME-ARP funds after the end of the HOME-ARP budget period.
  - b. <u>Habitability and Property Standards</u>: The agreement must require the HOME-ARP NCS project to meet the habitability and property standards as described in <u>Section</u> <u>VI.E.7</u> of this Notice based on the type of project completed.
  - c. <u>*Project Requirements*</u>: The agreement must require the HOME-ARP NCS project to meet the project requirements as described in this Notice.
  - d. <u>Other program requirements</u>: The agreement must require the PJ and owner to carry out the project in compliance with the other Federal requirements of <u>24 CFR 92 subpart H</u> and <u>24 CFR 92.505</u>.
  - e. <u>*Records and reports*</u>: The agreement must specify the particular records that must be maintained and the information or reports that must be submitted to assist the PJ in meeting its recordkeeping and reporting requirements.
  - f. <u>*Restricted Use Period*</u>: The agreement must require the project to meet the Restricted Use Period as described in <u>Section VI.E.9</u> of this Notice based on project type.
  - g. <u>Enforcement of the agreement</u>: The agreement must provide for a means for the PJ to enforce compliance with HOME-ARP requirements. This means of enforcement may include liens, deed restrictions, covenants running with the land, use restriction, or other

mechanism approved by HUD under which the PJ has the right to require specific performance. In addition, the agreement must specify remedies for breach of the provisions of the agreement.

- h. <u>*Plan of Conversion*</u>: PJs that intend to allow conversion of HOME-ARP NCS projects to other permanent affordable housing as permitted in this Notice must describe conversion as a possible outcome of the HOME-ARP NCS project; specify the conditions under which conversion will be permitted; and require that the PJ approve the terms and conditions of any conversion before the conversion occurs.
- i. <u>Additional PJ Conditions and Requirements</u>: PJs may include additional program and project requirements as determined necessary.
- 5. <u>Non-Profit Operating and Capacity Building</u>: The requirements at 24 CFR 92.504(c)(6), apply to the use of HOME-ARP funds for non-profit operating and capacity building assistance. The written agreement must describe the amounts and uses of HOME-ARP funds for operating expenses or capacity building. If the non-profit organization is not also receiving HOME-ARP funds to carry out a HOME-ARP project, the agreement must provide that the organization is expected to receive funds for a HOME-ARP project within 24 months of the date of receiving the funds for operating or capacity building expenses and must specify the terms and conditions upon which this expectation is based and the consequences of failure to receive funding for a project.

When a PJ provides both operating assistance and capacity building assistance to an organization, it must enter into either one written agreement for both types of assistance or separate written agreements for operating expense assistance and capacity building assistance. If a PJ chooses to enter into one written agreement, the PJ must separately identify the scope of assistance, eligible uses and costs, and a budget for each type of funds.

# C. Grants Management

1. HOME-ARP Grant Agreement: HUD will make HOME-ARP funds available to the PJ pursuant to a HOME-ARP Grant Agreement, consistent with Section VIII.C.2 below. Subject to the provisions of the grant agreement and requirements in this Notice, HUD will obligate HOME-ARP funds to the PJ upon execution of the agreement by both parties. In the grant agreement, the PJ agrees that funds invested in affordable housing under this Notice are repayable if the housing no longer meets the requirements of this Notice during the compliance period or the NCS no longer meets the requirements of this Notice during the restricted use period. The PJ also agrees to assume all responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58. The PJ agrees to comply with 24 CFR 92.505 and applicable Uniform Administrative Requirements at 2 CFR part 200, as amended. The PJ agrees to comply with requirements established by the Office of Management and Budget (OMB) concerning the unique entity identifier and System for Award Management (SAM) requirements in <u>Appendix I</u> to 2 CFR part 200, as amended, and the Federal Funding Accountability and Transparency Act (FFATA) in <u>Appendix A</u> to 2 CFR part 170. The PJ

agrees to comply with the federal nondiscrimination and equal opportunity requirements at <u>24 CFR</u> <u>92.350</u> and affirmative marketing requirements in <u>24 CFR 92.351</u> and the VAWA requirements set forth in <u>24 CFR 92.359</u>. The HOME-ARP grant is obligated when the HUD Authorized Official signs the memorandum obligating HOME-ARP grants. The HOME-ARP Grant Agreement must be signed by the CPD Field Office Director and counter-signed by the PJ's authorized signatory. Once the CPD division in the local field office receives the fully executed HOME-ARP Grant Agreement, it will send the agreement to HUD's CFO Accounting Office for processing. As described in <u>Section VIII.C.2</u> of this Notice, funds will become available to the PJ in IDIS once HUD's CFO Accounting Office processes the grant.

- 2. Access to Administrative Set-aside Funds: Upon issuance of this Notice, HUD will obligate all HOME-ARP grants to PJs through the signing of the HOME-ARP obligating memorandum, after which each HOME-ARP Grant Agreement must be signed by both parties. After obligation, HUD will permit the PJ to use 5 percent of its award for eligible administrative and planning costs under Section VI.A of this Notice. The PJ may not expend any funds for non-administrative and planning costs before the HOME-ARP allocation plan is accepted by HUD as described in Section V.D.2 and 3 of this Notice. HUD will make the remaining HOME-ARP grant funds available to the PJ once HUD accepts the HOME-ARP allocation plan. If the PJ does not submit a HOME-ARP allocation plan or if the PJ's plan is not accepted within a reasonable period of time, as determined by HUD, any costs incurred or HOME-ARP funds expended by the PJ will be considered ineligible costs and must be repaid with non-Federal funds in accordance with guidance from HUD.
- 3. <u>HOME-ARP Grant Number</u>: The PJ's HOME-ARP grant number is similar to its HOME grant number with the exception of the source type code. All HOME-ARP grants have the program identifier "M" and the source year of the grant "21." The different source type codes are identified in the table below.

Source Type Description	HOME Source Type Code	HOME-ARP Source Type Code
HOME Consortium	DC	DP
Metropolitan City	МС	MP
State	SG	SP
Insular Area	ST	IP
Urban County	UC	UP

The unique grantee identifier portion of the grant number will be the same for HOME-ARP grants as it is for HOME grants. See examples of HOME-ARP grant numbers with the different source type codes in the table below.

Participating Jurisdiction	HOME Grant Number	HOME-ARP Grant Number
Maryland	M21SG240100	M21SP240100
Baltimore	M21MC240200	M21MP240200

- 4. <u>Budget Period</u>: The budget period for HOME-ARP grants begins on the Federal Award Date, which is the date of the HUD Authorized Official's signature specified on the HOME-ARP Grant Agreement. The budget period for HOME-ARP grants ends on September 30, 2030. The PJ may not expend any HOME-ARP funds after September 30, 2030. After September 30, 2030, any HOME-ARP funds remaining in the PJ's HOME Investment Trust Fund Treasury account will be cancelled and not available for obligation or expenditure for any purpose (per <u>31 U.S.C. 1552</u>).
- 5. <u>Period of Performance</u>: The period of performance for HOME-ARP grants begins on the Federal Award Date, which is the date of the HUD Authorized Official's signature specified on the HOME-ARP Grant Agreement. The period of performance for HOME-ARP grants ends on September 30, 2030.
- 6. <u>Audit</u>: Audits of the PJ, State recipients, and subrecipients must be conducted in accordance with <u>2 CFR part 200, subpart F</u>.
- 7. <u>Closeout</u>: HOME-ARP funds will be closed out in accordance with <u>2 CFR part 200</u>, <u>subpart D</u>. The PJ will use HUD's data system to closeout HOME-ARP grants once all HOME-ARP funds have been expended, all HOME-ARP activities are completed in accordance with the requirements of this Notice, and the proper beneficiary data has been entered. In order to closeout its HOME-ARP grants, the PJ must not have any open CPD monitoring findings or audits related the HOME-ARP funds. HUD will provide closeout guidance and instructions at a later date.

# D. Applicability of Uniform Administrative Requirements.

The requirements of <u>2 CFR part 200</u>, as amended apply to PJs, State recipients, and subrecipients receiving HOME-ARP funds, except for the following provisions: <u>2 CFR 200.306</u>, 200.307, 200.308 (not applicable to participating jurisdictions), <u>200.311</u> (except as provided in <u>24 CFR 92.257</u>), <u>200.312</u>, 200.329, 200.333, and <u>200.334</u>. The provisions of <u>2 CFR 200.305</u> apply as modified by <u>24 CFR 92.502(c)</u> and this Notice. If there is a conflict between definitions in <u>2 CFR part 200</u> and <u>24 CFR part 92</u>, the definitions in <u>24 CFR part 92</u>, govern. Moreover, if there is a conflict between the provisions of <u>2 CFR part 200</u> and the provisions of this Notice, the provisions of this Notice govern.

Where regulations in 24 CFR part 92 refer to specific regulations of 2 CFR part 200 that were or are renumbered or revised by amendments to 2 CFR part 200, the requirements that apply to the

use of HOME-ARP funds are the applicable requirements in <u>2 CFR part 200</u>, as amended, notwithstanding the renumbered regulatory reference.

# **E.** Financial Management

1. <u>The HOME Investment Trust Fund</u>: HUD will establish a HOME-ARP Investment Trust Fund Treasury account (Treasury account) for a PJ's HOME-ARP funds. The Treasury account includes all HOME-ARP funds allocated to the PJ by formula and any HOME-ARP funds repaid by the PJ.

The PJ must establish a HOME-ARP Investment Trust Fund local account (local account) as described in <u>24 CFR 92.500</u>. The PJ may use either a separate local account or, a subsidiary account within its general fund (or other appropriate fund) as the local account. The PJ may not use the same local account for HOME-ARP that it uses for its HOME local account.

The local account includes deposits of HOME-ARP funds disbursed from the Treasury account. The local account must be interest-bearing.

HUD will reduce or recapture any HOME-ARP funds that are in the Treasury account that are not expended (drawn down) by September 30, 2030. Due to end-of-year financial system closeouts that begin before this date and prevent electronic access to the payment system, requests to draw down the funds must be made at least 7 full business days before this date so that the funds still can be drawn from the Treasury account through IDIS.

2. <u>Program Income</u>: Program Income means gross income received by the PJ generated from the use of HOME-ARP funds during the grant period of performance. This includes, but is not limited to, principal and interest payments from a loan made with HOME-ARP funds, or other income or fees received from project owners in connection with HOME-ARP funds, and interest earned by the PJ on program income before its disposition.

Program income earned as a result of the use of HOME-ARP funds is HOME program income and must be used in accordance with the requirements of <u>24 CFR part 92</u>. All program income must be recorded in IDIS. Program income must be deposited in the PJ's HOME-ARP local account (unless the PJ allows a State recipient or subrecipient to retain the program income for additional HOME projects pursuant to such terms and conditions in the written agreement and this Notice). The PJ must enter HOME-ARP program income retained by the State recipient or subrecipient as a HOME program income receipt in IDIS and subgrant the program income to the State recipient or subrecipient that retained the program income. The PJ is responsible to report on the use of its program income in IDIS, including program income it allowed a State recipient or subrecipient to retain.

**3.** <u>**Repayments**</u>: Any HOME-ARP funds used for costs that are not eligible under this Notice, funds invested in a project that is terminated before completion, either voluntarily or otherwise, or funds invested in HOME-ARP rental housing and NCS that does not meet the requirements in this Notice for the applicable period specified in this Notice must be repaid by the PJ to its Treasury account. If the funds are repaid after September 30, 2030, they will be recaptured by the U.S. Department of Treasury and the PJ will not be able to re-use the

funds for eligible HOME-ARP activities. HOME-ARP funds may not be repaid to the PJ's local account.

4. <u>Integrated Disbursement and Information System (IDIS)</u>: The PJ will use IDIS to administer its HOME-ARP funds. The PJ will request disbursements of HOME-ARP funds from its Treasury account and collect and report information on the use of HOME-ARP funds through IDIS. (For purposes of reporting in IDIS, a HOME-ARP project is an activity.) The PJ must report all program income in IDIS.

The requirements of 24 CFR 92.502(c)(3) do not apply to HOME-ARP funds.

In accordance with this Notice, a HOME-ARP written agreement providing HOME-ARP funds to a project or the CHDO/nonprofit must be signed and dated by:

- a. the PJ and project owner for HOME-ARP rental and HOME-ARP NCS;
- b. the PJ and service provider for HOME-ARP supportive services;
- c. the PJ and landlord, tenant, and/or HOME-ARP sponsor, as applicable, for HOME-ARP TBRA; and,
- d. the PJ and CHDO/nonprofit organization for HOME-ARP Operating Expenses and Capacity Building Assistance.

This must occur before any HOME-ARP funds are disbursed. Federal funds cannot be drawn from the Treasury account in advance of the need to pay an eligible cost. Consequently, HOME-ARP funds cannot be drawn from the U.S. Treasury and placed in escrow or advanced in lump sums to State recipients, subrecipients, project owners, service providers, or landlords or tenants, except funds drawn down for a HOME-ARP rental project for an operating cost assistance reserve or reserve for replacement pursuant to <u>Section VI.B.5.g.</u> of this Notice or a HOME-ARP NCS project for a replacement reserve pursuant to <u>Section VI.E</u>.

Once funds are drawn from the PJ's Treasury account, they must be expended for an eligible HOME-ARP cost within 15 days. Any interest earned within the 15-day period may be retained by the PJ as HOME program income and recorded in IDIS as a program income receipt. Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to HUD for deposit in the PJ's Treasury account.

Interest earned after 15 days belongs to the United States and must be remitted to the United States as provided in 2 CFR 200.305(b)(9), except interest amounts up to \$500 per year may be retained for the PJ's administrative expenses.

Additional HOME-ARP funds may be committed to a project up to one year after project completion.

HUD will govern access to IDIS by other entities participating in the HOME program (e.g., State recipients). Only PJs and State recipients (if permitted by the State) may request disbursement.

# F. Recordkeeping

Each PJ must establish and maintain sufficient records to enable HUD to determine whether the PJ has met the requirements of this Notice. At a minimum, the following records are needed:

### 1. Program Records:

- a. Records evidencing that all HOME-ARP funds used by a PJ for TBRA, supportive services, and acquisition and development of non-congregate shelter units benefit individuals and families in qualifying populations.
- b. Records evidencing that not less than 70 percent of affordable rental housing units acquired, rehabilitated, and/or constructed with HOME funds by a PJ are restricted for occupancy by households in the qualifying populations.
- c. Records documenting compliance with the 15 percent limitation on administrative and planning costs.
- d. Records documenting compliance with the 5 percent limitation on CHDO and non-profit operating and capacity building costs.
- e. The underwriting and subsidy layering guidelines adopted in accordance with <u>Section</u> <u>VI.B.10</u> of this Notice that support the PJ's HOME-ARP allocation plan certification.
- f. If existing debt is refinanced for multifamily rehabilitation projects, the HOME-ARP refinancing guidelines established in the HOME-ARP in the HOME-ARP Allocation Plan.
- g. If HOME-ARP funds are used for TBRA, records supporting the PJ's written selection policies and criteria; supporting documentation for preferences for specific categories of qualifying individuals; and records supporting the rent standard and minimum tenant contribution established in accordance with <u>Section VI.C.7 and 8</u> of this Notice.
- h. Confidentiality.
  - i. The PJ's written policies and procedures for maintaining confidentiality of qualifying households as individuals or families fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with <u>Section VIII.H</u>.
  - ii. The PJ's written policies and procedures for maintaining confidentiality in compliance with the VAWA protections contained in <u>24 CFR Part 5, Subpart L</u>.

- 2. <u>Project Records</u>: PJs are required to retain the following records for HOME-ARP-assisted projects, as specified by activity type.
  - a. A full description of each project assisted with HOME-ARP funds, including the location (address of project), form of HOME-ARP assistance, and the units, families, or qualifying households assisted with HOME-ARP funds, subject to confidentiality requirements in this Notice.
  - b. The source and application of funds for each project, including supporting documentation in accordance with <u>2 CFR 200.302</u>; and records to document the eligibility and permissibility of the project costs, including the documentation of the actual HOME-ARP-eligible development costs of each HOME-ARP-assisted unit as defined in this Notice.
  - c. Records (i.e., written agreements) demonstrating compliance with the written agreement requirements in <u>Section VIII.B</u> of this Notice.
  - d. Records (e.g., inspection reports) demonstrating that each HOME-ARP rental project meets the property standards in <u>Section VI.B.11</u> of this Notice at project completion and through the applicable minimum compliance period. In addition, during a HOME-ARP rental project's minimum compliance period, records demonstrating compliance with the property standards and financial oversight pursuant to <u>24 CFR 92.504(d)</u> and the operating cost assistance reserve management and oversight required by <u>Section VI.B.23</u> of this Notice.
  - e. Records (e.g., inspection reports) demonstrating that each unit occupied by a qualifying household receiving HOME-ARP TBRA, meets the housing quality standards of <u>Section</u> <u>VI.C.9</u> of this Notice at initial occupancy and throughout the household's term of assistance.
  - f. Records (e.g., inspection reports) demonstrating that each NCS project meets the property and habitability standards of <u>Section VI.E.7</u> of this Notice at project completion and throughout the applicable restricted use period.
  - g. Records demonstrating that each qualifying household is eligible for HOME-ARP assistance based on the requirements of the ARP and <u>Section IV</u> of this Notice.
  - h. Records demonstrating that each household qualifying as homeless, records that meet the requirements in <u>24 CFR 576.500(b)(1)</u>, (2), (3), or (4), as applicable (except that youth aged 24 and under must not be required to provide third-party documentation to show they are homeless to receive any shelter, housing, or services for which ESG or CoC Program funds may be used to supplement the HOME-ARP assistance).
  - i. Records demonstrating that each household qualifying as "at risk of homelessness," records that meet the requirements in 24 CFR 576.500(c)(1) or (2), as applicable, and include the following documentation of annual income:

- i. Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and
- ii. Source documents for the assets held by the household and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
- iii. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the household received over the most recent period for which representative data is available; or
- iv. To the extent that source documents and third-party verification are unobtainable, the written certification by the household of the amount of income the household received for the most recent period representative of the income that the household is reasonably expected to receive over the 3-month period following the evaluation.
- j. Records demonstrating compliance with the household income requirements in accordance with <u>Section VI.B.12</u> of this Notice for each HOME-ARP rental project.
- k. Records demonstrating that each HOME-ARP rental and NCS project meets the minimum compliance period or restricted use period described in <u>Sections VI.B.18</u> and <u>VI.E.9</u> respectively, of this Notice.
- Records demonstrating that for each HOME-ARP rental housing unit or for each household receiving HOME-ARP TBRA, compliance with the tenant protection requirements of <u>Sections VI.B.19</u> and <u>VI.C.2</u>, respectively, of this Notice. For HOME-ARP TBRA or rental projects under a master lease, the PJ must retain records demonstrating that a master lease for housing leased by a HOME-ARP sponsor and each sublease between a qualifying household and HOME-ARP sponsor complies with the tenant and participant protections of <u>24 CFR 92.253</u> and this Notice. Records must be kept for each household.
- m. Records demonstrating compliance with the return of the HOME-ARP rental capitalized operating cost assistance reserve and/or the NCS replacement reserve at the end of the compliance or restricted use period in accordance with <u>Sections VI.B.24</u> and <u>VI.E.10</u> respectively, of this Notice.
- n. Records demonstrating that each HOME-ARP rental and each NCS project meets the underwriting and subsidy layering or due diligence requirements of <u>Section VI.B.10</u> or <u>VI.E.6</u> of this Notice.
- o. Records demonstrating that each HOME-ARP rental housing project meets the rent limitations of <u>Sections VI.B.13</u> and <u>VI.B.15</u> of this Notice for the 15-year minimum compliance period. Records must be kept for each household assisted.

- p. Records demonstrating that each multifamily HOME-ARP rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with 24 CFR 92.206(b).
- q. Records demonstrating that a site and neighborhood standards review was conducted for each HOME-ARP rental housing project involving new construction under <u>Section VI.B</u> of this Notice to determine that the site meets the requirements of <u>24 CFR 983.57(e)(2)</u> <u>and (e)(3)</u>, in accordance with <u>24 CFR 92.202</u>.
- r. Records demonstrating that any conversion of HOME-ARP NCS complies with the requirements established by <u>Section VI.E</u> of this Notice, including that conversion of NCS only occurred after the end of the applicable minimum use period defined in <u>Section VI.E.11</u>.
- s. For all HOME-ARP NCS projects the following documents must be maintained, as applicable:
  - i. Purchase contract, closing documents, settlement statement and title work for acquisitions.
  - ii. Appraisal or other estimation of value to justify acquisition expenditure.
  - iii. Architectural and engineering contracts and completed designs, plans, and specifications for rehabilitation and new construction activities.
  - iv. Invoices, pay requests, and proof of payment for all project expenditures.
  - v. Proof of insurance.
  - vi. Project and program audits.
- t. For all HOME-ARP Supportive Services projects pursuant to McKinney-Vento or Homelessness Prevention Supportive Services:
  - i. Records, where applicable, demonstrating compliance with the termination of assistance requirement as described in <u>Section VI.D.5</u> of this Notice.
  - ii. Records of all solicitations of and agreements with subrecipients and contractors, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable including any findings and corrective actions required.
  - Records of all procurement contracts and documentation of compliance with the procurement requirements in <u>2 CFR part 200, subpart D</u>, as revised by <u>Section</u> <u>VIII.D</u> of this Notice.
  - iv. Records evidencing the use of the written procedures required under <u>Section</u> <u>VI.D.2</u> and records evidencing compliance with <u>Section IV.C.2</u> of this Notice.

- v. Records of all leases, subleases, and financial assistance agreements for the provision of rental payments, documentation of payments made by the PJ to owners, HOME-ARP sponsor, or qualifying households for the provision of financial assistance for rental payments, and supporting documentation for these payments, including dates of occupancy by qualifying individuals and families.
- vi. Records that document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- vii. Records of the types of services provided under the PJ's program and the amounts spent on these services.
- viii. Records demonstrating subrecipient compliance with the recordkeeping requirements in <u>Section VIII.F</u> of this Notice.
- u. For all HOME-ARP Housing Counseling Services projects as defined in <u>24 CFR part 5</u>, each participating housing counseling agency must maintain a recordkeeping and reporting system in accordance with <u>24 CFR 214.315</u> and <u>24 CFR 214.317</u>. The system must permit HUD to easily access all information needed for a performance review.
- v. For all HOME-ARP-assisted nonprofit operating expense and capacity building assistance activities:
  - i. Records concerning the use of funds for nonprofit operating expense and capacity building assistance must be maintained to enable HUD to determine whether the PJ has met the requirements of <u>Section VI.F</u> of this Notice.
  - ii. Written agreements between the PJ and the nonprofit organization providing nonprofit operating expense assistance or capacity building assistance must be retained for five years after the agreement terminates.

# 3. Financial records:

- a. Records, in accordance with <u>2 CFR 200.302</u>, identifying the source and application of HOME-ARP funds. Identification must include, as applicable, the Assistance Listing program title and number (formerly Catalogue of Federal Domestic Assistance), Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- b. Records concerning the HOME-ARP Investment Trust Fund Treasury account and local account required to be established and maintained by this Notice, including deposits, disbursements, balances, supporting documentation and any other information required by IDIS.
- c. Records identifying the source and application of program income and repayments.
- d. Records demonstrating adequate budget control and other records required by <u>2 CFR</u> <u>200.302</u>, including evidence of periodic account reconciliations.

## 4. Program administration records:

- a. Records demonstrating compliance with the written agreements required by <u>Section</u> <u>VIII.B</u> of this Notice.
- b. Records demonstrating compliance with the applicable uniform administrative requirements required by <u>Section VIII.D</u> of this Notice.
- c. Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

## 5. <u>Records concerning other Federal requirements:</u>

- a. Equal opportunity and fair housing records.
  - i. Data on the extent to which each racial and ethnic group, and single-headed households by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME-ARP funds.
  - ii. Documentation that the PJ submitted a certification that it will affirmatively further fair housing consistent with HUD's Interim Final Rule entitled Restoring Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021) (codified at 24 CFR 5.151 and 5.152;), <u>available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications</u>.
  - iii. Records demonstrating compliance with the nondiscrimination and equal opportunity requirements of <u>24 CFR 92</u>, <u>Subpart H</u>.
- b. Affirmative marketing and MBE/WBE records.
  - i. Records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR 92.351 and this Notice.
  - ii. Documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME-ARP funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
- c. Records demonstrating compliance with the environmental review requirements of <u>24</u> <u>CFR 92.352</u>, <u>24 CFR part 58</u>, and this Notice including flood insurance requirements.

- d. Records demonstrating compliance with the requirements of <u>24 CFR 92.353</u> and the provisions of <u>Section VII.F</u> of this Notice regarding displacement, relocation, and real property acquisition, including but not limited to:
  - project occupancy lists identifying the name and address of all persons occupying the real property on the date described in <u>24 CFR 92.353(c)(2)(i)(A)</u>, moving into the property on or after the date described in <u>24 CFR 92.353(c)(2)(i)(A)</u>, and occupying the property upon completion of the project;
  - ii. lists of all individuals or families occupying hotels and motels and other nonresidential properties acquired, rehabilitated, and/or demolished and newly constructed to become HOME-ARP NCS or HOME-ARP rental housing that qualify for assistance under this Notice as members of a qualifying population, as well as records indicating whether such persons were assisted by the HOME-ARP program by the PJ following the closure of the nonresidential properties because of HOME-ARP activities
  - iii. lists of all individuals or families occupying HOME-ARP NCS that were converted during the required use period that qualify for assistance under this Notice, as well as records indicating whether moving costs or advisory services were provided as part of HOME-ARP administrative costs or under the HOME-ARP supportive services activity in <u>Section VI.D</u> of this Notice, and records indicating whether such persons were assisted by the HOME-ARP program by the PJ following the conversion of the HOME-ARP NCS units.
  - iv. Documentation that the PJ has and followed a RARAP in accordance with <u>24</u> <u>CFR 92.353</u> and <u>24 CFR 42.325</u>.
- e. Records demonstrating compliance with the labor requirements of <u>24 CFR 92.354</u>, including contract provisions and payroll records.
- f. Records demonstrating compliance with the lead-based paint requirements of <u>24 CFR</u> <u>part 35</u>, subparts A, B, J, K, M and R, as applicable.
- g. Records supporting compliance with conflict of interest requirements in <u>24 CFR 92.356</u>, as revised by <u>Section VII.H</u> of this Notice, as well as documentation of any exceptions granted by HUD or a state PJ, as applicable, to the conflict of interest provisions in <u>24</u> <u>CFR 92.356</u>, as revised by <u>Section VII.H</u> of this Notice.
- h. Records demonstrating compliance with debarment and suspension requirements in <u>2</u> <u>CFR part 2424</u>.
- i. Records concerning intergovernmental review, as required by <u>24 CFR 92.357</u>.
- j. Records of emergency transfers requested under <u>24 CFR 5.2005(e)</u> and <u>24 CFR 92.359</u> pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of those requests.

- k. Documentation of actions undertaken to meet the requirements of <u>24 CFR part 75</u> which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).
- 6. <u>State Recipients and Subrecipients</u>: A PJ that distributes HOME-ARP funds to State recipients or subrecipients must require the State recipients or subrecipients to keep the records required by paragraphs 1. program records, 2. project records, 3. financial records, 4. program administration records, and 5. records concerning other federal requirements of <u>Section VIII.F</u> of this Notice, and such other records as the PJ determines to be necessary to enable the PJ to carry out its responsibilities under this Notice. The PJ need not duplicate the records kept by the State recipients or subrecipients. The PJ must keep records concerning its annual review of the performance and compliance of each State recipient and subrecipient as required under <u>24 CFR 92.504(a)</u>.
- 7. <u>Period of record retention</u>: All records pertaining to HOME-ARP funds must be retained for five years, except as provided below.
  - a. For HOME-ARP rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.
  - b. For HOME-ARP TBRA projects, records must be retained for five years after the period of rental assistance terminates.
  - c. Written agreements must be retained for five years after the agreement terminates.
  - d. Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.
  - e. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- 8. <u>Access to records</u>: The PJ must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws and any other applicable grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.

The PJ, subrecipient, contractor, or owner may create a program participant identifier code or number that can be used on a file and maintained internally, in such a way that the number itself does not inadvertently identify the program participant, (i.e., no use of initials, date of birth, or other pieces of information that might suggest the identity of the program participant). The "key" or "cypher" for the program participant identifier code would itself be confidential and would not leave the provider. In the circumstance of HUD programs, the Unique Personal Identification Number which is generated within the comparable database could be used with auditors to identify records of services to distinct individuals, subject to the below requirement.

HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers, or other records of the PJ, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts. If a provider of services or operator of an NCS is subject to state or local laws or other federal grant programs that require that HUD not be given access to records detailing PII of victims, then auditors or evaluators may be given access to representative files without any sharing of individual identifying information.

# G. Reporting and Performance Reports.

The PJ must submit reports in a format and at such time as prescribed by HUD. In addition, HUD and Office of the Inspector General (OIG) staff must be given access, upon reasonable notice, to all information related to the selection, award, and use of HOME-ARP funds.

Each PJ must enter the required HOME-ARP data elements timely in IDIS.

- 1. For HOME-ARP rental activities under <u>Section VI.B</u> of this Notice, the PJ must enter complete project completion information when it completes the activity in IDIS, except the assisted units can be marked vacant until they are occupied by eligible households.
- 2. For HOME-ARP NCS activities under <u>Section VI.E</u> of this Notice, the PJ must enter complete project completion information when it completes the activity in IDIS. In addition, the PJ must report the disposition of any HOME-ARP-assisted NCS activity that is converted to another eligible use at the time of conversion.
- 3. For HOME-ARP TBRA activities under <u>Section VI.C</u> of this Notice, the PJ must report beneficiary information in IDIS at the time assistance is provided.
- 4. For HOME-ARP Supportive Services activities under <u>Section VI.D</u> of this Notice, the PJ must report in IDIS quarterly, by the 30<sup>th</sup> day after the end of each calendar quarter, on the number of homeless and not homeless households assisted with supportive services and housing counseling, including the race and ethnicity, household size, and household type of the households assisted.

HUD will issue guidance about reporting on HOME-ARP activities in the PJ's consolidated annual performance and evaluation report (CAPER) required under <u>24 CFR 91.520</u>, at a later date.

# **H.** Confidentiality Requirements

1. All entities assisted by HOME-ARP funds must develop, implement, and maintain written procedures to require that –

- a. All records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP assistance will be kept secure and confidential;
- b. The address or location of any NCS or HOME-ARP rental housing exclusively for individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as necessary where making the address or location public does not identify occupancy of the NCS or HOME-ARP rental housing, when necessary to record use restrictions or restrictive covenants in accordance with <u>Section VI.B</u> or <u>VI.E</u>, or with written authorization of the person or entity responsible for the operation of the NCS or HOME-ARP rental housing; and
- c. The address or location of any program participant that is a fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the PJ consistent with state and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.
- 2. Documenting status of a qualifying population that is fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking:
  - a. If an individual or family qualifies because the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking then acceptable evidence includes an oral or written statement by the qualifying individual or head of household seeking assistance that they are fleeing that situation. An oral statement may be documented by either
    - i. a written certification by the individual or head of household; or
    - ii. a written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.

The written documentation need only include the minimum amount of information indicating that the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking and need not include any additional details about the conditions that prompted the individual or family to seek assistance.

## IX. PERFORMANCE REVIEWS

HUD will review the performance of each PJ in carrying out its responsibilities for the use of HOME-ARP funds and its compliance with the requirements of this Notice. Such reviews may take the form of remote or on-site monitoring, review of IDIS data or reports, assessment of documents requested from the PJ, subrecipient, or other entity carrying out HOME-ARP activities, and inquiries resulting from external audit reports, media reports, citizen complaints,

or other sources of relevant information. HUD may also review a PJ's timely use of HOME- ARP funds for eligible activities, including the progress of expenditures for individual projects or activities, the requirement to place a project in service in accordance with requirements in this Notice, and compliance of HOME-ARP rental housing and NCS with the 4-year deadline for completing projects.

If HUD preliminarily determines that a PJ has not met a requirement of this Notice or an applicable requirement of the HOME regulations at 24 CFR Part 92, HUD will communicate its determination in writing and provide the PJ with the opportunity to demonstrate, based on substantial facts, documentation, and data, that it has done so. HUD may extend any time period it provided to the PJ to demonstrate its compliance if upon request of the PJ, HUD determines that is it infeasible for the PJ to provide a full response within the prescribed period.

If the PJ fails to demonstrate to HUD's satisfaction that it has met the requirement, HUD will take corrective or remedial action in accordance with this section or 24 CFR 92.552.

# A. Corrective and Remedial Actions

Corrective or remedial actions for a performance deficiency (e.g., failure to meet a provision of this Notice or an applicable provision of <u>24 CFR Part 92</u>) will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. HUD may impose corrective or remedial actions including but not limited to the following:

- 1. HUD may instruct the PJ to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency, including:
  - a. Preparing and following a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
  - b. Establishing and following a management plan that assigns responsibilities for carrying out the remedial actions;
  - c. Canceling or revising activities likely to be affected by the performance deficiency, before expending HOME-ARP funds for the activities;
  - d. Reprogramming HOME-ARP funds that have not yet been expended from affected activities to other eligible activities;
  - e. Reimbursing its HOME-ARP grant in any amount not used in accordance with the requirements of this Notice;
  - f. Suspending disbursement of HOME-ARP funds for affected activities; and
  - g. Establishing procedures to ensure compliance with HOME-ARP requirements.

- 2. HUD may also:
  - a. Change the method of payment from an advance to a reimbursement basis and may require supporting documentation to be submitted for HUD review for each payment request before payment is made;
  - b. Determine the PJ to be high risk and impose special conditions or restrictions on the use of HOME-ARP funds in accordance with <u>2 CFR 200.208</u>; and
  - c. Take other remedies that may be legally available, including remedies under 2 CFR 200.339 and 200.340.

## **B.** Sanctions

The requirements at <u>24 CFR 92.552</u> apply to HOME-ARP funds, except that the provision at <u>24 CFR 92.552(a)(2)(iv)</u> related to failure to comply with matching contribution requirements shall not apply.

### X. FINDING OF NO SIGNIFICANT IMPACT

A Finding of No Significant Impact (FONSI) with respect to the environment has been made in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available for inspection at HUD's Funding Opportunities web page at:

https://www.hud.gov/program\_offices/spm/gmomgmt/grantsinfo/fundingopps.

### ATTACHMENT C

#### CERTIFICATIONS

The following are made a part of this contract:

- 1. Office of Management and Budget Circular A-87 as applied to cost principles for State and local governments;
- 2. 24 CFR Part 85 as applied to Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments;
- 3. Title VI of the Civil Rights Act of 1964;
- 4. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act;
- 5. Drug Free Workplace Act;
- 6. Provisions of 24 Code of Federal Regulations Part 92.357 as related to debarred, suspended or intelligible contractors;
- 7. National Historic Preservation Act of 1966;
- 8. 24 Code of Regulations Part 92 containing regulations for the HOME-ARP Investment Partnerships Program;
- 9. Furthering fair housing; and Executive Order 11063;
- 10. Section 109 of the Housing and Community Development Act of 1974 (the Act), as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions;
- 11. Requirements as set forth in 24 CFR Part 92.354;
- 12. The National Environmental Policy Act, as related to environmental standards and regulations contained in 24 CFR Part 58;
- Section 202(a) of the Flood Disaster Protection Act of 1973, as amended, relating to the National Flood Insurance Program in accordance with 44 CFR Parts 59 – 79 and 24 CFR Part 92.358;

- 14. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 92.353;
- 15. Executive Order 11246, as amended by Executive Order 112086 and regulations issued pursuant thereto (41 CFR Chapter 60), relating to employment and contracting opportunities;
- 16. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B and 24 CFR 92.355 prohibiting the use of lead-based paint in residential structures;
- The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred, suspended or ineligible for federal funds under 24 CFR Part 24 and 24 CFR Part 92.537;
- 18. The conflict of interest provisions contained in 24 CFR Part 85.36 and 24 CFR Part 92.356 in the procurement of supplies, equipment, construction and services;
- 19. Executive Order 12372 Concerning intergovernmental review of federal programs including implementing regulations contained in 24 CFR Part 52;
- 20. Section 3 of the Housing and Urban Development Act of 1968, as amended, concerning Affirmative Action in the provision of training employment and business opportunities;
- 21. Americans with Disabilities Act (ADA).

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

# SUBJECT:

Sheriff's Office - Acceptance of Grant Funds to Support Additional Officers

# BRIEF SUMMARY:

As part of a grant application made by Cabarrus County Schools to continue funding school resource officers at our local middle schools, additional funding was provided which will allow for the addition of two middle school, school resource officers. After consideration by both the Sheriff and School Administration, we would like to add an additional officer at both Hickory Ridge Middle School and Harris Road Middle School which are the two middle schools with the largest census. This will allow for increased presence at these schools and a higher level of security for both students and staff.

This grant, provided through the North Carolina Center for Safer Schools, is specific to middle schools and cannot be used for any other school classifications.

# **REQUESTED ACTION:**

Motion to accept the grant award and adopt the associated budget amendment.

# **EXPECTED LENGTH OF PRESENTATION:**

# SUBMITTED BY:

Chief Deputy James N. Bailey

# **BUDGET AMENDMENT REQUIRED:**

Yes

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

# ATTACHMENTS:

- Grant Award Letter
- Budget Amendment



# PUBLIC SCHOOLS OF NORTH CAROLINA

**DEPARTMENT OF PUBLIC INSTRUCTION** | Catherine Truitt, Superintendent of Public Instruction

WWW.DPI.NC.GOV

26 October 2022

Cabarrus County Schools 4401 Old Airport Road Concord, NC 28025

Dear Precilla Santiago,

On behalf of Superintendent Catherine Truitt, it is my pleasure to inform you that the Center for Safer Schools School Safety Grant Program has approved your application in the amount of:

School Resource Officer:	\$1,149,978.00
School Safety Equipment:	\$332,500
Services for Students in Crisis:	N/A
<b>Training to Increase School Safety:</b>	\$45,000

### For FY 2022-23 for Cabarrus County Schools – 130

This award is subject to all administrative and financial requirements, including timely submission of all financial and programmatic reports; resolution of all interim audit findings; and adherence to allowable expenses. Should you not adhere to these requirements, you might be in violation of the terms of this agreement and the award might be subject to termination for cause.

If you have questions regarding this award, please contact the Center for Safer Schools at **schoolsafetygrants@dpi.nc.gov** (for a quicker response).

Congratulations and we look forward to working with you!

Sincerely,

Karen W. Fairley Executive Director, Center for Safer Schools

### **CENTER FOR SAFER SCHOOLS**

#### **Budget Revision/Amendment Request**

Date:	2/20/2023	30,270.40
Dept. Head:	Sheriff Van W. Shaw	2110 - Sheriff's Office

Internal Transfer Within Department

**Transfer Between Departments/Funds** 

Supplemental Request

Revenue provided by North Carolina Department of Public Instruction (DPI) Grant for 2 additional SROs in Middle Schools. As part of a grant application made by Cabarrus County Schools to continue funding school resource officers at our local middle schools, additional funding was provided which will allow for the addition of two middle school school resource officers. After consideration by both the Sheriff and School Administration, we would like to add an additional officer at both Hickory Ridge Middle School and Harris Road Middle School which are the two middle schools with the largest ADP. This will allow for increased presence at these schools and a higher level of security for both students and staff. This grant, provided through the North Carolina Center for Safer Schools, is specific to middle schools and cannot be used for any other school classifications. The State Grant does not include a provision for the equipment, uniforms, supplies, etc. The grant specifically deems these items as "disallowed". Cabarrus County Schools has the budget (supported primarily by the State Grant) to help fund 2 additional middle school SROs at \$37,838 each (that is an ANNUAL amount and the amount of related "compensation" summarized in the MOU for 2022-2023).

Fund	Indicator	Department/ Object/ Project	Account Name	Increase Amount	Decrease Amount
001	6	2110-6344	DPI Grant	30,270.40	-
001	9	2110-9101	Salaries & Wages	33,940.00	-
001	9	2110-9201	Social Security	2,104.00	-
001	9	2110-9202	Medicare	492.00	-
001	9	2110-9205	Group Hospital Insurance	4,425.00	-
001	9	2110-9206	Vision Care	1,700.00	-
001	9	2110-9207	Life Insurance	6,800.00	-
001	9	2110-9210	Retirement	22.00	-
001	9	2110-9230	Workers' Compensation	1,400.00	-
001	9	2110-9235	Deferred Compensation 401K	750.00	-
001	9	2110-9310	Ammunition	700.00	-
001	9	2110-9316	Supplies	400.00	-
001	9	2110-9331	Minor Office Equipment	25,200.00	-
001	9	2110-9340	Uniform	6,000.00	-
001	9	2110-9342	Minor Technology Equipment	4,800.00	-
001	9	2110-9445	Purchase Services	12,000.00	-
001	9	2110-9635	Educational Materials	700.00	-
001	9	2110-9653	Medical Consults	1,100.00	-
001	9	2110-9640	Insurance and Bonds	805.00	-
001	9	2110-9863	Motor Vehicles	141,512.00	-
001	9	1910-9660	Board Contingency	-	214,579.60
1					

**Budget Officer** 

**County Manager** 

Approved Denied

Approved Denied

**Board of Commissioners** 

Approved

Denied 

Signature

Sianature

Signature

Date

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

# SUBJECT:

Sheriff's Office - Award of Service Weapon to Captain Aaron Rankin Upon His Retirement

# BRIEF SUMMARY:

Captain Rankin will retire from the Cabarrus County Sheriff's Office on March 1st, 2023. Pursuant to N.C. General Statute 20-187.2, it is requested that Captain Rankin's service weapon (Sig-Sauer P320C, Serial Number 5858J335832) be designated surplus property and awarded to Captain Rankin for a price of \$1.00 upon his retirement.

### **REQUESTED ACTION:**

Motion to declare Sig Sauer P320 Serial # 335832 .40 cal handgun surplus property and authorize disposition in accordance with the County's policy.

# **EXPECTED LENGTH OF PRESENTATION:**

### SUBMITTED BY:

Chief Deputy James N. Bailey

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Receipt
- Surplus Form

REC	EIPT DATE.	1113123	No.	072938
RECEIVED FROM	AaronR	anthe	\$	1.00
585 3	3532		One	DOLLARS
<ul> <li>○ FOR RENT</li> <li>○ FOR</li> </ul>	Sig Slur	er P320		
ACCOUNT	CASH			
PAYMENT		FROM	то	
BAL. DUE		BY DCrah	Fatto	3-11

**Cabarrus County Asset Transfer, Surplus, Demolition Form** 



Action: Retire/Sold Date: 1/13/2023

Was this asset purchased with grant funds:

Statute Action:

To dispose of property valued up to \$30,000

No

General Statute:

GS 160A-266C

FROM					
Name	Cabarrus	County			
Department	Shei	riff			
Asset Number					
Serial Number	Sig Sauer .40	cal #335832	2		
Description					
	ТО				
Name	Aaron F	Rankin			
Department	Sheriff				
Location					
Reason	In accordance with General Statute 20-187.2				
Is this a Veh	icle? No				
Vehicle ID #					
Year					
Mileage					
Tag # Effective Date					
	IAM Director:		Date:		
Assistant County Manager:			Date:		
Chief Procurement Officer:			Date:		
County Manager: Date:					

### Surplus\_Action

Demolish/Destroy Donate to another government unit Donate to Non-Profit Other Pending Retire/Sold Sale of trade-in property Salvage for Parts Transfer to another department

#### Vehicle\_Question

No Yes

### General\_Statute

Donation to Non-Profit Purchased equipment purchased with federal grant money and transferring to another government unit To dispose of property by exchange or donation to another government unit To dispose of property valued up to \$30,000 To purchase with a trade-in Sale of trade-in property To transfer to another department

#### General\_Statutes

Purchased equipment purchased with federal grant money and transferring to another government unit To dispose of property valued up to \$30,000 To dispose of property by exchange or donation to another government unit To purchase with a trade-in Sale of trade-in property Donation to Non-Profit

Was this asset purchased with grant funds:

Yes

No

Pursuant to provisions of the Federal Fiscal Year 2007 Homeland Security Grant Program and the NC Division of Emergency Management federal grant number 2007-GE-T7-0048, I respectfully request that the following item(s) be transferred to \_\_\_\_\_\_\_, NC: GS 160A-266C GS 153A-176, GS 160A-274, and GS160A-280 GS 160A-266C and GS 143-129-7 GS 143-129.7 GS 160A-266C

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

# SUBJECT:

Sheriff's Office - Award of Service Weapon to Deputy Lewis Burgess Upon His Retirement

# BRIEF SUMMARY:

Deputy Lewis Burgess will retire from the Cabarrus County Sheriff's Office on February 28, 2023. Pursuant to N.C. General Statute 20-187.2, it is requested that Deputy Burgess's service weapon (Sig-Sauer P320C, Serial Number 58C352038) be designated surplus property and awarded to Deputy Burgess for a price of \$1.00 upon his retirement.

# **REQUESTED ACTION:**

Motion to declare Sig-Sauer P320C, Serial Number 58C352038 surplus property and authorize disposition in accordance with the County's policy.

# **EXPECTED LENGTH OF PRESENTATION:**

# SUBMITTED BY:

Chief Deputy James N. Bailey

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Receipt
- Surplus Form

RECEIP			No	).	072941
RECEIVED FROM	n's Bur	gess		\$	L. 00 DOLLARS
OFOR RENT SIJ Sa		20 58 BC	352038		
ACCOUNT	CASH				
PAYMENT	ORDER	FROM	TO		
BAL. DUE		BYDar	iel Reece		3-11

**Cabarrus County Asset Transfer, Surplus, Demolition Form** 



Action: Retire/Sold Date: 1/23/2023

Was this asset purchased with grant funds:

Statute Action:

To dispose of property valued up to \$30,000

No

General Statute:

GS 160A-266C

FROM					
Name	Cabar	rrus County			
Department	5	Sheriff			
Asset Number					
Serial Number	Sig Sauer P320.4	40 cal SN 58C3	352038		
Description					
	ТО				
Name	Lew	is Burgess			
Department	Sheriff				
Location					
Reason	Pursuant to NC General Statute 20-187.2				
Is this a Veh	icle? No				
Vehicle ID #					
Year					
Mileage Tag #					
Effective Date	N/A				
	IAM Director:		Date:		
Assistant County Manager:		Date:			
Chief Procurement Officer:			Date:		
County Manager: Date:					

### Surplus\_Action

Demolish/Destroy Donate to another government unit Donate to Non-Profit Other Pending Retire/Sold Sale of trade-in property Salvage for Parts Transfer to another department

#### Vehicle\_Question

No Yes

### General\_Statute

Donation to Non-Profit Purchased equipment purchased with federal grant money and transferring to another government unit To dispose of property by exchange or donation to another government unit To dispose of property valued up to \$30,000 To purchase with a trade-in Sale of trade-in property To transfer to another department

#### General\_Statutes

Purchased equipment purchased with federal grant money and transferring to another government unit To dispose of property valued up to \$30,000 To dispose of property by exchange or donation to another government unit To purchase with a trade-in Sale of trade-in property Donation to Non-Profit

Was this asset purchased with grant funds:

Yes

No

Pursuant to provisions of the Federal Fiscal Year 2007 Homeland Security Grant Program and the NC Division of Emergency Management federal grant number 2007-GE-T7-0048, I respectfully request that the following item(s) be transferred to \_\_\_\_\_\_\_, NC: GS 160A-266C GS 153A-176, GS 160A-274, and GS160A-280 GS 160A-266C and GS 143-129-7 GS 143-129.7 GS 160A-266C

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Consent Agenda

# SUBJECT:

Sheriff's Office - Award of Service Weapon to Lieutenant Ray Gilleland Upon His Retirement

# BRIEF SUMMARY:

Lieutenant Gilleland will retire from the Cabarrus County Sheriff's Office on March 1st, 2023. Pursuant to N.C. General Statute 20-187.2, it is requested that Lieutenant Gilleland's service weapon (Sig-Sauer P320C, Serial Number 58C351908) be designated surplus property and awarded to Lieutenant Gilleland for a price of \$1.00 upon his retirement.

# **REQUESTED ACTION:**

Motion to declare sig Sauer P320 .40 cal Serial # 58C351908 surplus property and authorize disposition in accordance with the County's policy.

# **EXPECTED LENGTH OF PRESENTATION:**

### SUBMITTED BY:

Chief Deputy James N. Bailey

# **BUDGET AMENDMENT REQUIRED:**

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Receipt
- Surplus Form

RECEIP		1/13/23	No.	 072939
RECEIVED FROM Ra	Crille	lana		\$ 1.00
OFOR RENTS 5 50	Jer P?	320 58C	351908	DOLLARS
ACCOUNT	CASH			
PAYMENT		FROM	TO	
BAL. DUE		BY Sorah	Jatto	3-11

**Cabarrus County Asset Transfer, Surplus, Demolition Form** 



Action: Retire/Sold Date: 1/13/2023

Was this asset purchased with grant funds:

Statute Action:

To dispose of property valued up to \$30,000

No

General Statute:

GS 160A-266C

	FROM			
Name	Cabar	rrus County		
Department		Sheriff		
Asset Number				
Serial Number	Sig Sauer P320.4	40 cal SN 58C	351908	
Description				
	ТО			
Name	Ray	Gilleland		
Department	Sheriff			
Location				
Reason	Pursuant to NC G	eneral Statute 20-	187.2	
Is this a Veh	icle? No			
Vehicle ID #				
Year				
Mileage Tag #				
Effective Date	,			
	IAM Director:		Date:	
Assistant (	County Manager:		Date:	
Chief Proc	urement Officer:		Date:	
	County Manager:		Date:	

#### Surplus\_Action

Demolish/Destroy Donate to another government unit Donate to Non-Profit Other Pending Retire/Sold Sale of trade-in property Salvage for Parts Transfer to another department

#### Vehicle\_Question

No Yes

#### General\_Statute

Donation to Non-Profit Purchased equipment purchased with federal grant money and transferring to another government unit To dispose of property by exchange or donation to another government unit To dispose of property valued up to \$30,000 To purchase with a trade-in Sale of trade-in property To transfer to another department

#### General\_Statutes

Purchased equipment purchased with federal grant money and transferring to another government unit To dispose of property valued up to \$30,000 To dispose of property by exchange or donation to another government unit To purchase with a trade-in Sale of trade-in property Donation to Non-Profit

Was this asset purchased with grant funds:

Yes

No

Pursuant to provisions of the Federal Fiscal Year 2007 Homeland Security Grant Program and the NC Division of Emergency Management federal grant number 2007-GE-T7-0048, I respectfully request that the following item(s) be transferred to \_\_\_\_\_\_\_, NC: GS 160A-266C GS 153A-176, GS 160A-274, and GS160A-280 GS 160A-266C and GS 143-129-7 GS 143-129.7 GS 160A-266C

# **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

Sheriff's Office - Law Enforcement Services Agreement with Town of Harrisburg

## **BRIEF SUMMARY:**

For many years, the Sheriff through his office and employees has provided law enforcement protection to and for the Town, through the assignment of deputies to conduct the usual and customary law enforcement duties within Town limits. Both parties desire to continue this relationship for the next fiscal years, with modifications to the general arrangements, as provided in the attached agreement. Key terms:

- 1. 10-year term with an option to renew for an additional five-year term.
- 2. Maintains County funding of two (2) deputy sheriff positions.
- 3. Shifts billing to actual rather than estimated expenses.

## **REQUESTED ACTION:**

Motion to approve the law enforcement services contract and authorize the County Manager to execute the contract between Cabarrus County and the Town of Harrisburg, subject to revision by the County Attorney.

## **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

Van Shaw, Sheriff James Bailey, Chief Deputy

## **BUDGET AMENDMENT REQUIRED:**

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

#### ATTACHMENTS:

Law Enforcement Agreement



#### TOWN OF HARRISBURG AND SHERIFF LAW ENFORCEMENT AGREEMENT

This TOWN OF HARRISBURG AND SHERIFF LAW ENFORCEMENT AGREEMENT ("Agreement") is made and entered into effective July 1, 2022 by and between the TOWN OF HARRISBURG, North Carolina ("Town") and VAN W. SHAW as Sheriff of Cabarrus County ("Sheriff") and CABARRUS COUNTY, North Carolina ("County").

#### RECITALS

- 1. For many years, the Sheriff through his office and employees has provided law enforcement protection to and for the Town, through the assignment of deputies to conduct the usual and customary law enforcement duties within Town limits.
- 2. The Town does not have a police department, so services provided by the Sheriff to the Town have been the law enforcement substitute for a municipal police force.
- 3. The Town has generally compensated the Sheriff by reimbursing his office for the direct cost of all the deputies assigned to the Town, except two deputies assigned to the Town paid by Cabarrus County.
- 4. The parties desire to continue this relationship for the next fiscal years, with modifications to the general arrangements, as provided in the Terms below.

In consideration of the above Recitals and the Terms set forth below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

#### TERMS

#### 1. LAW ENFORCEMENT SERVICES.

The Sheriff shall provide general law enforcement services to the citizens and businesses located in the Town. These services include enforcement of municipal ordinances and state statutes, patrol, traffic enforcement, crime reduction, investigations, educational services provided to the public as determined appropriate by the Sheriff, response to emergencies and calls for police assistance and protection of Town citizens and businesses and their property and any other services regularly provided by the Sheriff's Department. Operational decisions in law enforcement are, and shall continue to be, made by the Sheriff based on professional judgment. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Cabarrus County Sheriff's Office pursuant to Sheriff's Office policies and procedures.

#### Positions **FY2023 FY2024** FY2025 FY2026 Captain 1 1 1 1 Lieutenant 1 1 1 1 1 1 Detective Sergeant 1 \_ Patrol Sergeant 2 2 2 2 Detective 2 2 2 -Crime Reduction Deputy 2 2 2 \_ Deputy Sheriff 18 20 20 16 Administrative Support 1 30 Total 22 25 29

#### 2. ASSIGNMENT OF AND ADDITIONS TO PERSONNEL.

The Sheriff shall assign the following full-time personnel to the Town with the following general assignments:

Note: The position counts shown above include two positions funded by Cabarrus County.

The Sheriff will make every effort to provide the additional personnel during the fiscal years noted above. The Captain of the Harrisburg Division, Town Management and the Sheriff shall discuss annually the upcoming personnel additions and may change the order in which the noted positions are added. The Sheriff, in his sole discretion, shall decide deputies assigned to the Town pursuant to this Agreement and may change any assignment at any time. The Sheriff will make every effort to assign deputies with at least one year of patrol experience, unless assigning a deputy on a temporary basis. Neither the Town nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the deputies assigned to the Town for purposes of this Agreement.

It is understood by the parties that the Town is growing and that its law enforcement needs will increase during the term of this Agreement. Additional personnel, vehicles and equipment required by the Town will be paid for in the same fashion as existing personnel, vehicles and equipment are paid for under this Agreement. The Town shall give the Sheriff at least ninety (90) days prior written notice of any increase in personnel, vehicles, or equipment that it requires.

The County shall provide for an additional two (2) full-time deputies ("County Deputies") at no cost to the Town for the length of this contract. County Deputies shall patrol and answer calls for service within Town Limits and adjacent patrol zones at the sole discretion of the Sheriff.

If a deputy position(s) for the Town is vacant, the Sheriff will make all efforts to fill the position within ninety (90) days. The Captain of the Harrisburg Division will report any vacancy to the Town Manager, County Finance Department, Town Finance Department and the County Manager's Office within ten (10) business days of such vacancy.

#### 3. SCHEDULE OF PERSONNEL.

The deputies shall work the same rotation schedule (24/7 service) as the Sheriff's Office patrol division or as set forth by the Sheriff, unless changed for special purposes or due to the deputies being on vacation, holiday, sick leave, FMLA or in- service training. In such circumstances, the Town shall not be entitled to a refund, reduction in cost, or replacement/substitute deputy. At least one deputy shall be on duty for each shift, whether a normally assigned deputy, or another deputy covering service calls for the town. Each of the personnel assigned to the Harrisburg Division shall dedicate all of their time to the benefit of the Town of Harrisburg, excluding standard mutual aid, vacation, holiday, sick leave, FMLA or in-service training.

#### 4. SERVICE COVERAGE.

The primary responsibility of the deputies, while on duty, is to patrol and answer calls for service within the Town limits and deliver any other service provided by the Sheriff's Office to the citizens of Cabarrus County, which includes, but is not limited to:

- a) Responding to incidents outside of the Town limits upon order of the Sheriff or his designee;
- b) Responding to an emergency call for assistance from another officer;
- c) Conducting an investigation of an incident that occurred within the Town limits, such as an automobile accident or criminal offense;
- d) Answering a call within the patrol zone surrounding the Town in the event the zone officer is not then available and the call requires a quicker response, but only with supervisor approval; or
- e) Necessary training, court proceedings, or other matters which require the officer to leave the Town.
- f) Any other instance the Sheriff deems necessary, subject to the Sheriff's policies and procedures.

The Sheriff's Office will provide reciprocal response when a non-Town deputy is closer to a call within Town limits and in need of immediate assistance.

The Sheriffs Office will continue to provide adequate staffing for the Town's annual July 4<sup>th</sup> Parade at no additional cost to the Town.

#### 5. TRAINING AND SUPERVISION OF TOWN DEPUTIES.

The Sheriff, through his Office, shall provide all supervision and training for deputies and other of his personnel responding to calls within Town limits. The Sheriff's Office considers all deputies equally for promotions and other advancement opportunities, which shall include annual evaluations and consideration for merit pay increases.

#### 6. VEHICLES AND EQUIPMENT.

All vehicles (cars, trucks, SUVs, motorcycles) and related equipment for deputies assigned to the Town shall be purchased and paid for by the County and be for the use by the Sheriff for law enforcement purposes. Each deputy will have an assigned take home vehicle. County Fleet Services shall maintain the vehicles, including, but not limited to, the replacement of tires, brakes and other maintenance services. The County will maintain a sufficient quantity of spare vehicles with Town branding. The Town of Harrisburg will directly provide fuel for the vehicles used as described in this agreement instead of reimbursement. Deputies will be provided 24/7 access to the Town fueling station located at the Harrisburg Public Works Department.

Primary patrol vehicles used to provide services pursuant to this Agreement shall be replaced after the lesser of six (6) years in-service or 100,000 miles unless earlier replacement is agreed to in writing by both parties. Spare vehicles may exceed these replacement thresholds.

Upon execution of this Agreement, the Town shall deed all law enforcement vehicles currently owned by the Town and operated as part of the Agreement over to the County. The County will restripe all existing vehicles within six (6) months of this agreement.

The County shall insure all vehicles used pursuant to this Agreement.

All new and replacement vehicles purchased pursuant to this agreement shall be branded with the approved Harrisburg Division design.

The County shall credit the salvage value received from vehicles used pursuant to this agreement upon retirement from the fleet.

#### 7. UNPLANNED VEHICLE REPLACEMENT.

In the case of a total vehicle loss, the vehicle shall be replaced by the County as soon as possible to ensure continuity of operations. Vehicle cost shall be based on the prevailing State contract pricing for a Ford Police Interceptor SUV or other vehicle selected by the Sheriff. The County shall insure all vehicles used pursuant to this agreement.

#### 8. OFFICE SPACE.

The Town shall provide adequate office space for the deputies assigned to the Town as well as furnish, stock, clean and maintain the facility.

#### 9. ADMINISTRATIVE SERVICES FEE.

The Town shall pay the County quarterly an administrative services fee not to exceed \$75,000 per year. The fee reimburses the County for the indirect costs required to support this Agreement such as accounting and personnel management.

#### 10. PAYMENT OF SERVICES.

The Town agrees to pay the County:

a) Personnel costs, including salaries and benefits, based on actual compensation paid for positions assigned to the Town.

- b) Actual vehicle, equipment, and supply costs for positions assigned to the Town.
- c) Administrative Services Fee.
- d) The County will provide all supplies necessary for its employees, including, but not limited to, office supplies, printer toner, common equipment, safety equipment, IT services, uniforms and gear. These costs will be included in and accounted for in the Administrative Services Fee referenced in sections 9 and 10.c in this agreement. The Town agrees to purchase and maintain any additional equipment or supplies it deems necessary, such as battery-operated speed radar signs and specialty LIDAR units. The Town also agrees to provide any Town-identified training it deems necessary.
- e) The County Manager's Office shall <u>estimate</u> the annual costs, in cooperation with the Sheriff's Office and the Town of Harrisburg, and will communicate the total cost to the Town no later than March 1<sup>st</sup> of each year, the total projected contract cost.
- f) The County shall bill the Town at the conclusion of each quarter, for the actual costs including the Administrative Services Fee for that quarter. Such amount shall be paid by the Town within thirty-days (30) of receipt.

#### 11. RECORD KEEPING AND EQUIPMENT.

The Sheriff shall provide all record keeping, investigations and communications regarding the operational function of the deputies. The Sheriff shall also supply all equipment provided to each such deputy.

#### 12. OPERATIONAL CHANGES.

Advance notice of at least six (6) months is required if the County intends to permanently reduce the number of deputies assigned to the Town below the annually agreed upon staffing level or substantially alter other operational aspects of this Agreement as determined by the Sheriff. The County shall notice such change in writing from the Sheriff or his designee to the Town Manager. The Town may also request operational changes to this Agreement in writing with at least six (6) months' notice. The Town shall notice a requested change in writing from the Town Manager or his designee to the Sheriff and County Manager. Any such operational change, if unacceptable, shall entitle the affected party to terminate this Agreement.

#### 13. LIAISON.

Discussions concerning the implementation and conduct of this Agreement shall be between the Town Manager and the Captain of the Harrisburg Division of the Sheriff's Office. Each party shall work cooperatively with the other to help assure the seamless provision of law enforcement services by the Sheriff to the Town.

#### 14. TERM.

The initial term of this Agreement shall be ten (10) years from the Effective Date of this Agreement. The Agreement shall automatically renew for an additional five (5) year period beginning at the expiration of the preceding term, unless either party gives the

other party two (2) years prior written notice, or unless the County or the Town vote not to appropriate funds for the next fiscal year.

#### 15. STATUTORY AUTHORITY.

This Agreement is an interlocal agreement permitted by the provisions of N.C. Gen. Stat. §160A-460.

#### 16. CHOICE OF LAW.

This Agreement shall be interpreted and enforced pursuant to North Carolina law.

IN WITNESS, the parties have executed this Agreement as indicated below.

SHERIFF:

TOWN:

Van W. Shaw Cabarrus County Sheriff Jennifer Teague Mayor of Harrisburg

Date:

Date:

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

By:

Finance Director (or designee), Cabarrus County

By:

Finance Director (or designee), Town of Harrisburg

Mike Downs – County Manager Cabarrus County

#### Exhibit A: Estimated Cost for Fiscal Year 2023

The following estimated costs for the upcoming fiscal year will be agreed upon by the Town Manager's Office and the County's Manager's Office by March 1<sup>st</sup> each year.

		<b>Estimated Personnel</b>
Position	# of FTEs	Cost
Captain	1	\$ 127,057
Lieutenant	1	111,156
Detective Sergeant	1	-
Patrol Sergeant	2	201,538
Detective	2	-
Crime Reduction Deputy	2	-
Deputy Sheriff	14	1,164,992
Deputy Sheriff (County)	2	-
Administrative Support	-	-
Total	25	\$ 1,604,743

		]	Estimated
Item	Cost Per FTE	Ор	erating Cost
Supplies	4,000	\$	92,000
(Body Camera, Radio, Taser, Gun,			
Vest, Light, Computer and other			
major supplies and equipment)			
Vehicle Costs			
New Vehicle Purchases (6)	62,500		375,000
Vehicle Maintenance			35,000
Property and Liability Insurance			15,000
Administrative Fee			75,000
Total Estimated Operating		\$	592,000
		-	
Total Estimated Costs		\$	2,196,743

# **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

### SUBJECT:

Tax Administration - Advertisement of 2022 Delinquent Taxes

### **BRIEF SUMMARY:**

NC General Statute 105-369 requires counties to report the amount of unpaid taxes for the current year, 2022, that are liens on real property, less bankruptcies and Property Tax Commision (PTC) appeals; and to set the advertisement date.

 2022
 REAL ESTATE
 \$12,879,363.17

 Less:
 Bankruptcies
 4760.87

 PTC Appeals
 0.00

 TOTAL
 12,874,602.30

Date of Advertisement of Tax Liens: March 26, 2023

#### **REQUESTED ACTION:**

Motion to approve the report for the 2022 outstanding delinquent taxes that are a lien on real property and to order the Tax Administrator to advertise these liens on March 26, 2023.

## **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

David Thrift, Tax Administrator

#### **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

### ATTACHMENTS:

Order to Advertise



# ORDER OF THE BOARD OF COUNTY COMMISSIONERS IN ACCORDANCE WITH N.C.G.S. 105-369

State of North Carolina County of Cabarrus

To: M. David Thrift, Tax Administrator of Cabarrus County

You are hereby authorized, empowered, and commanded to advertise tax liens on real property for failure to pay 2022 property taxes. You shall advertise said liens by posting a notice of liens at the county courthouse and by publishing each lien at least one time in a newspaper having general circulation in the taxing unit. Advertisement of liens shall be made on Sunday March 26, 2023.

This order shall be a full and sufficient authority to direct, require, and enable you to advertise said tax liens in accordance with North Carolina General Statute 105-369.

Witness my hand and official seal, this 20<sup>th</sup> day of February, 2023.

Stephen M. Morris, Chairman Cabarrus County Board of Commissioners

Attest:

Lauren Linker Clerk to the Board of County Commissioners

# **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Consent Agenda

## SUBJECT:

Tax Administration - Refund and Release Reports - January 2023

### BRIEF SUMMARY:

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

#### **REQUESTED ACTION:**

Motion to approve the January 2023 Refund and Release Reports as submitted, including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

## **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

M. David Thrift, Tax Administrator

## **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

#### ATTACHMENTS:

- Release Refund Summary
- Release Refund Detail
- NCVTS Refund Report

RELEASES FOR THE MONTH OF: JANUARY 2023

BREAKDOWN OF RELEASES: COUNTY \$1,252.07 CITY OF CONCORD \$305.36 **CITY OF KANNAPOLIS** \$220.54 CITY OF LOCUST \$0.00 **CITY OF STANFIELD** \$0.00 CITY OF CONCORD DOWNTOWN \$0.00 TOWN OF HARRISBURG \$272.84 TOWN OF MIDLAND \$17.28 TOWN OF MT. PLEASANT \$0.00 ALLEN F/D \$0.00 COLD WATER F/D \$0.00 **ENOCHVILLE F/D** \$0.00 FLOWES STORE F/D \$0.00 **GEORGEVILLE F/D** \$0.00 GOLD HILL F/D \$0.00 HARRISBURG F/D \$0.00 JACKSON PARK F/D \$0.00 MIDLAND F/D \$0.00 \$0.00 MT MITCHELL F/D MT PLEASANT F/D \$0.00 NORTHEAST F/D \$0.00 ODELL F/D \$0.00 POPLAR TENT F/D \$0.00 **RICHFIELD F/D** \$0.00 **RIMER F/D** \$0.00 KANNAPOLIS RURAL F/D \$0.00 CONCORD RURAL F/D \$0.00 REFUNDS FOR THE MONTH OF: JANUARY 2023 **BREAKDOWN OF REFUNDS:** COUNTY \$1,688.43 CITY OF CONCORD \$0.00 **CITY OF KANNAPOLIS** \$0.00 CITY OF LOCUST \$0.00 **CITY OF STANFIELD** \$0.00 CITY OF CONCORD DOWNTOWN \$0.00 TOWN OF HARRISBURG \$0.00 TOWN OF MIDLAND \$0.00 TOWN OF MT. PLEASANT \$0.00 \$0.00 ALLEN F/D COLD WATER F/D \$0.00 **ENOCHVILLE F/D** \$0.00 FLOWES STORE F/D \$0.00 **GEORGEVILLE F/D** \$0.00 GOLD HILL F/D \$0.00 HARRISBURG F/D \$0.00 JACKSON PARK F/D \$222.01 MIDLAND F/D \$0.00 MT. MITCHELL F/D \$160.48 MT. PLEASANT F/D \$0.00 NORTHEAST F/D \$0.00 ODELL F/D \$47.32 POPLAR TENT F/D \$0.00 \$0.00 **RICHFIELD F/D RIMER F/D** \$0.00

KANNAPOLIS RURAL F/D

CONCORD RURAL F/D

\$0.00

\$0.00

\$2,068.09

\$2,118.24

#### JANUARY 2023 RELEASE REPORT

Name	Bill#	Reason	District	Amount
BINGLER RICHARD SCOTT	2022-2430	TAX JURISDICTION 105381	CI01ADVLTAX	152.42
BINGLER RICHARD SCOTT	2022-2430	TAX JURISDICTION 105381	C ADVLTAX	259.30
BINGLER RICHARD SCOTT	2022-2430	TAX JURISDICTION 105381	CI01PEN FEE	15.24
BINGLER RICHARD SCOTT	2022-2430	TAX JURISDICTION 105381	C PEN FEE	25.93
COPELAND DAVID ALAN	2023-64	INCORRECT INTEREST DATE USED	CI02ADVLTAX	23.81
COPELAND DAVID ALAN	2023-64	INCORRECT INTEREST DATE USED	C ADVLTAX	36.70
COPELAND DAVID ALAN	2023-64	INCORRECT INTEREST DATE USED	CI02PEN FEE	7.14
COPELAND DAVID ALAN	2023-64	INCORRECT INTEREST DATE USED	C PEN FEE	11.01
COPELAND DAVID ALAN	2023-65	INCORRECT INTEREST DATE USED	C PEN FEE	6.47
COPELAND DAVID ALAN	2023-65	INCORRECT INTEREST DATE USED	CIO2PEN FEE	4.20
COPELAND DAVID ALAN	2023-65	INCORRECT INTEREST DATE USED	C ADVLTAX	32.34
COPELAND DAVID ALAN	2023-65	INCORRECT INTEREST DATE USED	CI02ADVLTAX	20.98
CORDELL ERIN MOORE	2023-500588		CI02ADVLTAX	-149.60
CORDELL ERIN MOORE	2023-500588		C ADVLTAX	-230.63
CORDELL ERIN MOORE	2023-500588	tax jurisdiction 105381	C ADVLTAX	246.91
CORDELL ERIN MOORE	2023-500588	tax jurisdiction 105381	CI02ADVLTAX	160.16
EGAN DAVID STEVEN	2023-501308	TAX JURISDICTION 105381.	CI02ADVLTAX	20.87
EGAN DAVID STEVEN	2023-501308	TAX JURISDICTION 105381.	C ADVLTAX	32.17
EHC HOMES	2022-38486	PROPERTY SOLD. NCGS 105-381	CI02ADVLTAX	405.22
EHC HOMES	2022-38486	PROPERTY SOLD. NCGS 105-381	C ADVLTAX	624.72
EHC HOMES	2022-38486	PROPERTY SOLD. NCGS 105-381	CI02PEN FEE	40.52
EHC HOMES	2022-38486	PROPERTY SOLD. NCGS 105-381	C PEN FEE	62.47
ENGS COMMERCIAL FINANCE CO	2022-38995	RELEASE LATE LIST PENALTY. NCGS	CI06PEN FEE	17.28
ENGS COMMERCIAL FINANCE CO	2022-38995	RELEASE LATE LIST PENALTY. NCGS	C PEN FEE	58.11
EWING MARK CRAIG	2022-501928	TAX JURISDICTION 105381.	CIUZADVLTAX	103.96
EWING MARK CRAIG	2022-501928	TAX JURISDICTION 105381.	C ADVLTAX	160.26
FIEDOROWICZ ERIN MARY	2023-501779	TAX JURISDICTION 105381.	CIUIADVLTAX	105.18
FIEDOROWICZ ERIN MARY	2023-501779	TAX JURISDICTION 105381.	C ADVLTAX	1/8.93
GARDNER JERRY ALLEN	2022-44501	PROPERTY SOLD; 105-381	CIU4ADVLTAX	91.04
GARDNER JERRY ALLEN	2022-44501	PROPERTY SOLD; 105-381	C ADVLTAX	106.93
GARDNER JERRY ALLEN	2022-44501	PROPERTI SOLD; 105-301	CIU4PEN FEE	9.10
GARDNER JERRI ALLEN	2022-44301	PROPERTI SOLD; 105-301	C PEN FEE	10.09
IDENIIII FROCOREMENI GROOF	2022-56312	DUSINESS CLOSED 105-301	C ADVITAX	4.JJ 5.16
TDENTITI INCCONDENT GROUD	2022 50512	BUSINESS CLOSED 105 301	CTOADEN FEF	0 11
IDENTITY PROCUREMENT GROUP	2022 50512	BUSINESS CLOSED 105 301	C PEN FEE	0.52
KHANNA DATAT	2022 50512	TAX CODE / HIRIGDICTION		56 26
KHANNA RAJAT	2023-501670	TAX CODE / JURISDICTION	C ADVITAX	612 19
KHANNA RAJAT	2023-501765	TAX CODE / JURISDICTION	FR11ADVLTAX	20.06
KHANNA RAJAT	2023-501765	TAX CODE / JURISDICTION	C ADVLTAX	218.30
MABREY KENNETH WAYNE	2023-500824	TAX JURISDICTION 105381	CT02ADVLTAX	22.47
MABREY KENNETH WAYNE	2023-500824	TAX JURISDICTION 105381	C ADVIJTAX	34.64
MABREY WINDY TALBERT	2023-500635	TAX JURISDICTION 105381	CI02ADVLTAX	23.58
MABREY WINDY TALBERT	2023-500635	TAX JURISDICTION 105381	C ADVLTAX	36.35
NEW LIFE CHURCH OF JESUS CHRIST	2023-500114	OTHER PROPERTY EXEMPT - 105381	CI02ADVLTAX	3.00
NEW LIFE CHURCH OF JESUS CHRIST	2023-500114	OTHER PROPERTY EXEMPT - 105381	C ADVLTAX	4.63
REICH JESSE LEVON	2022-87898	105381 illegal tx	fr02advltax	2.43
REICH JESSE LEVON	2022-87898	105381 illegal tx	C ADVLTAX	12.84
TRILOGY LEASING CO LLC	2022-105086	RELEASE LATE LIST PENALTY. NCGS	CI02ADVLTAX	56.02
TRILOGY LEASING CO LLC	2022-105086	RELEASE LATE LIST PENALTY. NCGS	C ADVLTAX	86.36
TRILOGY LEASING CO LLC	2022-105086	RELEASE LATE LIST PENALTY. NCGS	CIO2PEN FEE	5.60
TRILOGY LEASING CO LLC	2022-105086	RELEASE LATE LIST PENALTY. NCGS	C PEN FEE	8.64
TRILOGY LEASING CO LLC	2022-105086		C ADVLTAX	-86.36
TRILOGY LEASING CO LLC	2022-105086		CI02ADVLTAX	-56.02
TRILOGY LEASING CO LLC	2022-105086		C PEN FEE	-8.64
TRILOGY LEASING CO LLC	2022-105086		CIUZPEN FEE	-5.60
TRILOGY LEASING CO LLC	2022-105086	RELEASE LATE LIST PENALTY. NCGS	C PEN FEE	8.64
TRILOGY LEASING CO LLC	2022-105086	RELEASE LATE LIST PENALTY. NCGS	C102PEN FEE	5.60
TRIMBLE ADAM LEE	2023-501619	TAX CODE / JURISDICTION	CIU4ADVLTAX	215.71
TRIMBLE ADAM LEE	2023-501619	TAX CODE / JURISDICTION	C ADVL'I'AX	253.38
WES BURTON PERFORMANCE INC	2022-110096	BUSINESS CLOSED, NCGS 105-381.	CIUZADVLTAX	53.8L
WES BURTON PERFORMANCE INC	2022-110096	BUSINESS CLOSED, NCCS 105-381.	C ADVLTAX	×∠.95
WES BURTON PERFORMANCE INC	2022-110096	DUSINESS CLUSED, NCCS 105-381.	CIUZPEN FEE	3.38
Name BINGLER RICHARD SCOTT BINGLER RICHARD SCOTT BINGLER RICHARD SCOTT COPELAND DAVID ALAN COPELAND DAVID ALAN CORDELL ERIN MOORE CORDELL ERIN MOORE CORDELL ERIN MOORE EGAN DAVID STEVEN EGAN DAVID STEVEN EGAN DAVID STEVEN EHC HOMES EHC HOMES ENGS COMMERCIAL FINANCE CO EWING MARK CRAIG FIEDOROWICZ ERIN MARY FIEDOROWICZ ERIN MARY GARDNER JERRY ALLEN GARDNER JERRY ALLEN GARDNER JERRY ALLEN GARDNER JERRY ALLEN GARDNER JERRY ALLEN GARDNER JERRY ALLEN GARDNER JERRY ALLEN MANK RAJAT KHANNA RAJAT NABREY KENNETH WAYNE MABREY KENNEN KENNETH KENNE KENNE ADAM LEE WE	2022-110096	DUSINESS CLUSED. NCGS 105-381.	C PEN FEE	8.30



VIDEO	Report Date 2/2/2023 9:58:21 AM	
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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ABBOTT,	ABBOTT,		334		AMHERST, NY	Proration	0048740049	CL48227	PENDING	269113167			01/26/2023		C ADVL	Tax	(\$23.58)	\$0.00	(\$23.58)
JAMES EDWIN	JAMES EDWIN		CALLODINE		14226						to proration on Bill	Doc			CI04ADVL	Tax	(\$20.07)	\$0.00	(\$20.07)
			AVE								#0048740049-2021-				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	
											2021-0000-00							Refund	\$43.65
	ADAM, WANDA		10410		CHARLOTTE,	Proration	0018030563	NZR6031	PENDING	179338288	Refund Generated due	Vehicle Sold	01/25/2023		C ADVL	Tax	(\$10.67)	\$0.00	
RENEE	RENEE		ROCKWOOD RD		NC 28215						to proration on Bill #0018030563-2021-				FR07ADVL	Tax	(\$2.16)	\$0.00	
																		Refund	
ALDRIDGE,	ALDRIDGE, MICHAEL PAUL		10350 BETHEL CHURCH RD		MIDLAND, NC	Proration	0053503334	ASPEAS	PENDING	179408986		Vehicle Sold	01/26/2023		C ADVL	Tax	(\$7.94)	\$0.00	
MICHAEL PAUL	MICHAEL PAUL		CHURCH RD		28107						to proration on Bill #0053503334-2021-				FR14ADVL	Tax	(\$0.75)	\$0.00	(, ,
ANNABLE,	ANNABLE,		9870 REEDY		HARRISBURG,	Proration	0069806632	KEC1148	PENDING	178658622		Processed in	01/11/2022		C ADVL	Tax	(\$953.06)	Refund \$0.00	
ROSS	ROSS		LN		NC 28075	Floration	0009800032	REC1140	PENDING	170000022	to proration on Bill	error	01/11/2023		FR07ADVL	Tax	(\$953.00) (\$193.19)	\$0.00	(\$953.00) (\$193.19)
MCDONALD	MCDONALD		2.1		110 20070						#0069806632-2022-	0.101			TROTADVE	Tax	(\$155.15)	Refund	
BASS.	BASS.	BASS, KAVITA	8618		HARRISBURG,	Proration	0052160053	DJK5835	PENDING	178658720	Refund Generated due	Vehicle Sold	01/11/2023		C ADVL	Tax	(\$60.31)	\$0.00	
DOMINIC	DOMINIC	CHANDRAMOH			NC 28075	riordaon	0002100000	2010000	1 Enbinto		to proration on Bill	Volimolo Cold	01/11/2020		CI01ADVL	Tax	(\$28.93)	\$0.00	
GOLDEN	GOLDEN	AN	СТ								#0052160053-2021-						(, ,	Refund	\$89.24
BAXTER,	BAXTER,		2853 NELLIE		MOUNT	Adjustment <	0067348114	7K8910	PENDING	356576552	Refund Generated due	Situs error	01/04/2023		C ADVL	Tax	\$0.00		
WILLIAM	WILLIAM		BEAVER RD		PLEASANT, NC	\$100					to adjustment on Bill				CI02ADVL	Tax	(\$4.94)	\$0.00	
TRAVIS	TRAVIS				28124						#0067348114-2021-				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00)
											2021-0000				FR16ADVL	Tax	\$1.22	\$0.00	\$1.22
																		Refund	
BAXTER,	BAXTER,		2853 NELLIE		MT PLEASANT,		0066979292	KAN6176	PENDING	356576556		Situs error	01/04/2023		C ADVL	Tax	\$0.00		
WILLIAM	WILLIAM		BEAVER RD		NC 28124	\$100					to adjustment on Bill				CI02ADVL	Tax	(\$21.02)	\$0.00	
TRAVIS	TRAVIS										#0066979292-2021- 2021-0000				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	· · · · · · · · · · · · · · · · · · ·
											2021-0000				FR16ADVL	Tax	\$5.17		
					CONCORD NO	Desertion	0000045540	YYF4982	DENDING	000440045	Defined Concerted due	Mahiala Oald	04/00/0000		0 451/4	Tau	(\$00.44)	Refund	
BEAVER, LARISSA	BEAVER, LARISSA		297 MEADOW OAKS DR SE		CONCORD, NC 28025	Proration	0036345542	11F4982	PENDING	209410815	Refund Generated due to proration on Bill	Venicie Sola	01/30/2023		C ADVL CI02ADVL	Tax Tax	(\$28.41) (\$18.43)	\$0.00 \$0.00	
COOK	COOK		OARO DI OL		20020						#0036345542-2021-				CI02ADVL	Vehicle Fee	(\$18.43) \$0.00		(\$18.43) \$0.00
											2021-0000-00				CIUZADVL	venicie i ee	φ0.00	Refund	
BIGGERS.	BIGGERS.		163		LONGS, SC	Proration	0069827999	DBC2302	PENDING	268536327	Refund Generated due	Reg. Out of	01/19/2023		C ADVL	Tax	(\$66.27)	\$0.00	
SHERRI	SHERRI		CRABAPPLE		29568						to proration on Bill	state			CI02ADVL	Tax	(\$42.99)	\$0.00	· · · · · · · · · · · · · · · · · · ·
RAGLAND	RAGLAND		DR								#0069827999-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	
											2022-0000-00							Refund	\$109.26
BLANTON,	BLANTON,		6210		CONCORD, NC	Proration	0020572122	CJP3089	PENDING	267556368		Vehicle Sold	01/05/2023		C ADVL	Tax	(\$1.79)	\$0.00	(\$1.79)
JOEL DAVID	JOEL DAVID		LYNWOOD DR		28027						to proration on Bill				CI02ADVL	Tax	(\$1.16)	\$0.00	(\$1.16)
			NW								#0020572122-2021-				CI02ADVL	Vehicle Fee	\$0.00		
											2021-0000-00							Refund	
BOLTON,	BOLTON,		4675 CHANEY		MIDLAND, NC	Proration	0041620936	FEL2559	PENDING	179338100	Refund Generated due		01/25/2023		C ADVL	Tax	(\$12.69)	\$0.00	
RACHEL CARELOCK	RACHEL CARELOCK		RD		28107						to proration on Bill #0041620936-2021-	Totalled			FR05ADVL	Tax	(\$1.71)	\$0.00	(\$1.71)
																	(*** ( ***)	Refund	
DARLENE	BOST, BONNIE DARLENE		4121 TATER RIDGE RD		CONCORD, NC 28025	Proration	0062215513	BV4219	PENDING	178951476	Refund Generated due to proration on Bill	Vehicle Sold	01/18/2023		C ADVL FR08ADVL	Tax Tax	(\$21.40)	\$0.00 \$0.00	
DARLENE	DARLENE		NIDGE ND		20025						#0062215513-2022-				FRUSADVL	Tax	(\$2.54)	\$0.00 Refund	· · · · · · · · · · · · · · · · · · ·
BROADWAY,	BROADWAY,		10720 MOUNT		MIDLAND, NC	Adjustment <	0066135428	CN61725	PENDING	357003468	Refund Generated due	Situs error	01/19/2023		C ADVL	Tax	\$0.00		
WADE	WADE		PLEASANT RD		28107	\$100	0000100420	01101723	F LINDING	551 505400	to adjustment on Bill	Gitus en Ol	01/10/2023		CI02ADVL	Tax	(\$20.06)	\$0.00	
MITCHELL	MITCHELL					÷					#0066135428-2021-				CI02ADVL CI02ADVL	Vehicle Fee	(\$20.00)	\$0.00	(\$20.00)
											2021-0000				CI06ADVL	Tax	\$9.20	\$0.00	
																		Refund	
BROWN,	BROWN,		1713		KANNAPOLIS,	Proration	0047539215	TFX6770	PENDING	268399287	Refund Generated due	Vehicle	01/17/2023		C ADVL	Tax	(\$9.93)	(\$0.50)	(\$10.43)
KALIAH	KALIAH		CLEMSON CT		NC 28083						to proration on Bill	Totalled			CI04ADVL	Tax	(\$8.46)	(\$0.42)	(\$8.88)
JENNIFER	JENNIFER										#0047539215-2021-				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$19.31
BROWN,	BROWN,		2436 BAXTER		CONCORD, NC	Proration	0064709574	THR3647	PENDING	267556104	Refund Generated due	Vehicle Sold	01/05/2023		C ADVL	Tax	(\$51.91)	\$0.00	
PATRICE	PATRICE		PL SE		28025						to proration on Bill				CI02ADVL	Tax	(\$33.67)	\$0.00	
											#0064709574-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00		
																		Refund	
BURKETTE, DAVID	BURKETTE, DAVID		4859 ALDRIDGE PL		CONCORD, NC	Proration	0000768606	XZN7769	PENDING	268888734	Refund Generated due	Vehicle Totalled	01/24/2023		C ADVL	Tax	(\$30.58)	\$0.00	
LAWRENCE	LAWRENCE		ALDRIDGE PL NW		28027						to proration on Bill #0000768606-2022-	rotalled			CI02ADVL	Tax	(\$19.84)	\$0.00	· · · · · · · · · · · · · · · · · · ·
CONTREMOL	LINUE										2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.00
CARRERA.	CARRERA.		9696 LAURIE		CONCORD, NC	Proration	0066363580	JCJ9789	PENDING	267650400		Vehicle Sold	01/06/2022		C ADVL	Tax	(\$168.65)	Refund \$0.00	
	BARBARA		AVE NW		28027	Fioration	0000303580	10191.99	FENDING	20/039400	to proration on Bill	venicie Sold	01/00/2023		C ADVL CI02ADVL	Tax	(\$168.65) (\$109.40)	\$0.00	(\$168.65) (\$109.40)
																			(0103.40)
BARBARA	BARBARA		/								#0066363580-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00



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#### North Carolina Vehicle Tax System

	Primary Owner	Secondary	Address 1 Add	dress 2 Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund	Create	Authorization	Tax Jurisdiction	Levy Type	Change Ir	terest Change	Total Change
CAULDER,	CAULDER,	Owner	3615 PELHAM	MIDLAND, NC	Proration	0064214278	JJS1650	PENDING	178439736	Refund Generated due	Annual Tag	01/06/2023	Date	C ADVL	Tax	(\$221.95)	\$0.00	(\$221.95
TONY LEE	TONY LEE		LN	28107						to proration on Bill				CI06ADVL	Tax	(\$65.98)	\$0.00	(\$65.98
										#0064214278-2021-						(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Refund	\$287.9
CLOUSE,	CLOUSE,		6117	HARRISBURG,	Proration	0048491024	HBR5483	PENDING	178932696	Refund Generated due	Vehicle Sold	01/17/2023		C ADVL	Tax	(\$16.68)	\$0.00	(\$16.68
LONNIE	LONNIE		CREEKVIEW	NC 28075						to proration on Bill				CI01ADVL	Tax	(\$8.00)	\$0.00	(\$8.00
EUGENE	EUGENE		CT							#0048491024-2021-						(	Refund	\$24.6
COMER,	COMER,		123 MILLER	CONCORD, NC	Proration	0039962773	82L3BP	PENDING	268630977	Refund Generated due	Vehicle Sold	01/20/2023		C ADVL	Tax	(\$20.22)	\$0.00	(\$20.22
TERRY	TERRY		AVE SW	28025						to proration on Bill				CI02ADVL	Tax	(\$13.12)	\$0.00	(\$13.12
MITCHELL	MITCHELL									#0039962773-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
										2022-0000-00							Refund	\$33.34
COOK,	COOK,		720 YVONNE	CONCORD, NC	Proration	0061813019	JCK4010	PENDING	269411193	Refund Generated due	Vehicle Sold	01/30/2023		C ADVL	Tax	(\$165.89)	\$0.00	(\$165.89
MICHELLE	MICHELLE		DR SW	28027						to proration on Bill				CI02ADVL	Tax	(\$107.60)	\$0.00	(\$107.60
DELONE	DELONE									#0061813019-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
										2022-0000-00							Refund	\$273.49
COONRADT,	COONRADT,		4772	CONCORD, NC	Proration	0061240636	HFL3938	PENDING	268427589	Refund Generated due	Vehicle	01/18/2023		C ADVL	Tax	(\$64.38)	\$0.00	(\$64.38
HEATHER	HEATHER		COVINGTON	28027						to proration on Bill	Totalled			CI02ADVL	Tax	(\$41.76)	\$0.00	(\$41.76
DAWN	DAWN		DR NW							#0061240636-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
										2021-0000-00							Refund	\$106.14
	CRAFT, MARK	CRAFT,	10790	DAVIDSON, NC		0069269517	KDP5740	PENDING	359214892	Refund Generated due	Situs error	01/30/2023		C ADVL	Tax	\$0.00	\$0.00	\$0.00
EDWARD	EDWARD	THOMAS	ARCHER RD	28036	\$100					to adjustment on Bill				CI02ADVL	Tax	(\$109.44)	\$0.00	(\$109.44
		GARRETT								#0069269517-2022-				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00
										2022-0000				FR11ADVL	Tax	\$15.50	\$0.00	\$15.50
																	Refund	\$123.94
	DAVIS, BETH		8638	MOUNT	Proration	0068929799	HKV9131	PENDING	178932584	Refund Generated due	Vehicle	01/17/2023		C ADVL	Tax	(\$35.01)	(\$1.75)	(\$36.76
HAMMILL	HAMMILL		OLDENBURG	PLEASANT, NC						to proration on Bill	Totalled			CI03ADVL	Tax	(\$23.89)	(\$1.20)	(\$25.09
			DR	28124						#0068929799-2021-							Refund	\$61.85
DAVIS,	DAVIS,		361 ROBERTA	CONCORD, NC	Proration	0057900875	HLN6573	PENDING	267432816		Vehicle Sold	01/04/2023		C ADVL	Tax	(\$47.21)	\$0.00	(\$47.21
STEPHANIE	STEPHANIE		RD SW	28027						to proration on Bill				CI02ADVL	Tax	(\$30.63)	\$0.00	(\$30.63
ANDERSON	ANDERSON									#0057900875-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
										2022-0000-00							Refund	\$77.84
DENTON,	DENTON,	DENTON,	470 UNION	CONCORD, NC	Proration	0021485318	BW31313	PENDING	267896460	Refund Generated due	Vehicle Sold	01/10/2023		C ADVL	Tax	(\$130.66)	\$0.00	(\$130.66
MATTHEW	MATTHEW	DONNA LYNN	CEMETERY RD	28027						to proration on Bill				CI02ADVL	Tax	(\$84.76)	\$0.00	(\$84.76
TODD	TODD		SW							#0021485318-2022- 2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund	\$215.42
DHOLIYA,	DHOLIYA,		4724	HARRISBURG,	Proration	0031698704	EBE7624	PENDING	178951698	Refund Generated due	Vehicle Sold	01/18/2023		C ADVL	Tax	(\$8.61)	\$0.00	(\$8.61
Jaimikbhai Vinubhai	Jaimikbhai Vinubhai		CAMPOLINA CT	NC 28075						to proration on Bill #0031698704-2021-				CI01ADVL	Tax	(\$4.13)	\$0.00	(\$4.13
			-														Refund	\$12.74
	DHOWALAGHA		2367 IDOL	CONCORD, NC	Proration	0051215296	HET2364	PENDING	267402963	Refund Generated due		01/03/2023		C ADVL	Tax	(\$17.98)	\$0.00	(\$17.98
R, AMIT	R, AMIT		ROCK DR	29707						to proration on Bill #0051215296-2021-	state			CI02ADVL	Tax	(\$11.66)	\$0.00	(\$11.66
										2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																	Refund	\$29.64
DIUBALDI, NICHOLAS	DIUBALDI, NICHOLAS		6813 BLAKE BROOK DR	CONCORD, NC 28025	Adjustment < \$100	0068361231	JLE2486	PENDING	356537360	Refund Generated due to adjustment on Bill	Situs error	01/03/2023		C ADVL	Tax	\$0.00	\$0.00	\$0.00
RONALD	RONALD		BROOK DR	20025	\$100					#0068361231-2022-				CI02ADVL	Tax	(\$64.52)	\$0.00	(\$64.52
RONALD	NONALD									2022-0000				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00
														FR02ADVL	Tax	\$18.82	\$0.00	\$18.82
	DONTHIDEDEN		1115	CONCORD NO	Drogetier	0069075000	KPD 4007	DENDING	000100440	Defund Corrected d	Vahial- 0-11	01/12/2022		0 451/4	T	(\$120.25)	Refund	\$75.70 (\$120.25
	DONTHIREDDY		1115 MACALLUM DR	CONCORD, NC	Proration	0068075838	KBD4267	PENDING	268168419	Refund Generated due	Venicle Sold	01/13/2023		C ADVL	Tax	(\$139.35)	\$0.00	(\$139.35
, SRIKANTH REDDY	, SRIKANTH REDDY		NW	28027						to proration on Bill #0068075838-2022-				CI02ADVL CI02ADVL	Tax Vehicle Fee	(\$90.39) \$0.00	\$0.00 \$0.00	(\$90.39
REDUT	REDDT									2022-0000-00				CIUZADVL	venicie Fee	\$0.00		\$0.00
	DOLICI AC		2020	CONCORD NO	Desertia	0004577550	INTRODUCC	DENDING	000444440		Makala C. U	04/00/0000		0 451/	Tau	(0444.05)	Refund	\$229.74
DOUGLAS, MARK	DOUGLAS, MARK	DOUGLAS, LINDA BRAGG	3630 BINGHAM DR	CONCORD, NC 28027	Proration	0064577550	JMD9059	PENDING	209411142	Refund Generated due to proration on Bill	venicle Sold	01/30/2023		C ADVL	Tax	(\$114.85)	\$0.00	(\$114.85
WADDELL	WADDELL	LINDA DIVAGG	NW	20027						#0064577550-2022-				CI02ADVL CI02ADVL	Tax Vehicle Fee	(\$74.50) (\$30.00)	\$0.00 \$0.00	(\$74.50)
										2022-0000-00				GIUZADVL	venicie ree	(\$30.00)	\$0.00 Refund	(\$30.00) \$219.35
ELLIOTT,	ELLIOTT,	ELLIOTT,	8000 DELL DR	HARRISBURG,	Proration	0057442541	980YDV	PENDING	179507504	Refund Generated due	Vehicle Sold	01/10/2022		C ADVL	Tax	(\$176.95)	\$0.00	\$219.35 (\$176.95
CHERYL	CHERYL	MALCOLM	DOUD DELL DR	NC 28075	FIORALION	0007442041	900107	PENDING	110091004	to proration on Bill	veniloie 3010	01/10/2023		CI01ADVL	Tax	(\$176.95) (\$104.02)	\$0.00	(\$176.95)
DENISE	DENISE	GLENN		110 20010						#0057442541-2022-				GIUTADVL	Tax	(\$104.02)	\$0.00 Refund	(\$104.02) \$280.97
	FAHR, ALEXIS		5649 ZION	CONCORD, NC	Proration	0067388123	FJN5801	PENDING	179409380		Vehicle	01/27/2023		C ADVL	Tax	(\$140.36)	\$0.00	\$280.97
RAE	RAE		CHURCH RD	28025	Fioration	000/366123	FJINOBUT	FENDING	179409380	to proration on Bill	Totalled	01/21/2023		FR04ADVL	Tax	(\$140.36) (\$17.07)	\$0.00	(\$140.36)
	1012		S. SKOTTE	20020						#0067388123-2022-	rotanou			FR04ADVL	Tax	(\$17.07)	S0.00 Refund	\$157.43
	FANT, MARLA		8533	CHARLOTTE,	Proration	0065194936	HJV4007	PENDING	260/10975	Refund Generated due	Vehicle	01/30/2023		C ADVL	Tax	(\$26.49)	\$0.00	\$157.43 (\$26.49
	PATTERSON		WINDSOR	NC 28277	Fioration	0000194936	ruv4007	FENDING	2094108/5	to proration on Bill	Totalled	01/30/2023		C ADVL CI02ADVL	Tax	(\$26.49) (\$17.19)	\$0.00	
			THINDOUL	110 20211		1		1	1		rotaneu	1		CIUZADVL	Tax	(517.19)	ຈບ.00	(\$17.19
PANT, MARLA	PATTERSON		RIDGE DR							#0065194936-2021-				CI02AD\//	Vehicle Fee	\$0.00	¢0.00	¢0.00
	PATTERSON		RIDGE DR							#0065194936-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.00 \$43.68



R	eport Date 2	2/2/2023 9:58:21	AM
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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
THOMAS RAY JR	THOMAS RAY JR		CHARLOTTE RD		28027						to proration on Bill #0065234236-2021-				FR02ADVL	Tax	(\$7.42)	\$0.00 Refund	(\$7.42 \$46.6
ITZGERALD,	FITZGERALD,		1127 ANDUIN		CHARLOTTE,	Proration	0064960544	RDH7606	PENDING	268398435	Refund Generated due	Vehicle Sold	01/17/2023		C ADVL	Tax	(\$13.50)	\$0.00	(\$13.5
DENISE NOEL	DENISE NOEL		FALLS DR		NC 28269						to proration on Bill				CI02ADVL	Tax	(\$8.76)	\$0.00	(\$8.7
											#0064960544-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.0
											2021-0000-00							Refund	\$22.2
FLOWE,	FLOWE,		4080 FLOWES		CONCORD, NC	Proration	0059548313	TFK7249	PENDING	179670658	Refund Generated due	Vehicle Sold	01/31/2023		C ADVL	Tax	(\$8.00)	\$0.00	(\$8.00
GERALDINE	GERALDINE		STORE RD		28025						to proration on Bill				FR04ADVL	Tax	(\$0.81)	\$0.00	(\$0.81
GARLAND	GARLAND										#0059548313-2021-							Refund	\$8.8
GOODMAN,	GOODMAN,	GOODMAN,	457 WILHELM		CONCORD, NC	Proration	0037019057	NTC7098	PENDING	269113668	Refund Generated due	Vehicle Sold	01/27/2023		C ADVL	Tax	(\$10.02)	\$0.00	(\$10.02
GREG DANIEL	GREG DANIEL	AMBER LAINE	PL NE		28025						to proration on Bill				CI02ADVL	Tax	(\$6.50)	\$0.00	(\$6.50
											#0037019057-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$16.5
GRABINSKY,	GRABINSKY,	DEMAREST,	1661		CONCORD, NC	Proration	0031492174	HD4737C	PENDING	269007180	Refund Generated due	Vehicle Sold	01/25/2023		C ADVL	Tax	(\$24.00)	\$0.00	(\$24.00
LORRAINE	LORRAINE	PATRICIA	BENNINGTON		28027						to proration on Bill				CI04ADVL	Tax	(\$20.43)	\$0.00	(\$20.43
MARY	MARY	ANNE	DE NW								#0031492174-2021-				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$44.43
GUINYARD,	GUINYARD,	GUINYARD,	864 HEART		CONCORD, NC	Proration	0062691230	BHV8335	PENDING	267988065	Refund Generated due	Vehicle Sold	01/11/2023		C ADVL	Tax	(\$38.20)	\$0.00	(\$38.20
JAMES	JAMES	PAMELA	PINE ST NE		28025						to proration on Bill				CI02ADVL	Tax	(\$24.78)	\$0.00	(\$24.78
BERNARD	BERNARD	HORNE									#0062691230-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$62.98
GUINYARD,	GUINYARD,		864 HEART	HEART PINE	CONCORD, NC	Proration	0066395835	RCT2886	PENDING	267988068	Refund Generated due	Vehicle Sold	01/11/2023		C ADVL	Tax	(\$175.49)	\$0.00	(\$175.49
PAMELA	PAMELA		PINE ST NE	ST NE	28025						to proration on Bill				CI02ADVL	Tax	(\$113.83)	\$0.00	(\$113.83
HORNE	HORNE										#0066395835-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$289.32
HALVERSON,	HALVERSON,		1021	APT 202	MIDLAND, NC	Proration	0058122907	FLE6233	PENDING	178659000	Refund Generated due	Vehicle Sold	01/11/2023		C ADVL	Tax	(\$10.68)	\$0.00	(\$10.68
BAILEY ANN	BAILEY ANN		STONECLIFF		28278						to proration on Bill				FR05ADVL	Tax	(\$1.44)	\$0.00	(\$1.44
			RD								#0058122907-2021-							Refund	\$12.12
HANSEN,	HANSEN,		559 GATSBY		CONCORD, NC	Proration	0057501362	0836HB	PENDING	268427166	Refund Generated due	Vehicle Sold	01/18/2023		C ADVL	Tax	(\$25.48)	\$0.00	(\$25.48
REBEKAH	REBEKAH		PL NW		28027						to proration on Bill				CI02ADVL	Tax	(\$16.52)	\$0.00	(\$16.52
KIRSTEN	KIRSTEN										#0057501362-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$42.00
HARTSELL,	HARTSELL,		7820 NC HWY		MIDLAND, NC	Proration	0062677825	EFH7559	PENDING	178951564	Refund Generated due	Vehicle	01/18/2023		C ADVL	Tax	(\$93.54)	\$0.00	(\$93.54
LAUREN	LAUREN		200		28107						to proration on Bill	Totalled			FR13ADVL	Tax	(\$11.63)	\$0.00	(\$11.63
ELIZABETH	ELIZABETH										#0062677825-2022-							Refund	\$105.17
HERNANDEZ,	HERNANDEZ,		328 VALLEY		CONCORD, NC	Proration	0063203076	HJZ9034	PENDING	269506137	Refund Generated due	Vehicle Sold	01/31/2023		C ADVL	Tax	(\$45.90)	\$0.00	(\$45.90
VICTOR	VICTOR		GLENN CT NW		28027						to proration on Bill				CI02ADVL	Tax	(\$29.77)	\$0.00	(\$29.77
MANUEL	MANUEL										#0063203076-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$75.67
HICKS,	HICKS,	HICKS,	1669		CONCORD, NC	Proration	0063432662	HKC2771	PENDING	268427691	Refund Generated due	Vehicle Sold	01/18/2023		C ADVL	Tax	(\$170.27)	\$0.00	(\$170.27
	STEVEN ALLAN		SCARBROUGH		28025						to proration on Bill				CI02ADVL	Tax	(\$110.44)	\$0.00	(\$110.44
JR	JR	AIKEN	CIR SW								#0063432662-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$280.7
HUTCHINS,	HUTCHINS,		1389		MT PLEASANT,	Proration	0068334650	JFF4399	PENDING	178439632		Vehicle Sold	01/06/2023		C ADVL	Tax	(\$208.78)	\$0.00	(\$208.78
	RONALD JOHN		STEEPLECHAS		NC 28124						to proration on Bill				FR16ADVL	Tax	(\$33.29)	\$0.00	(\$33.29
111			E LN								#0068334650-2021-							Refund	\$242.07
JACKSON,	JACKSON,		211 COLD		CONCORD, NC	Proration	0000798227	TDW2281	PENDING	178597462	Refund Generated due	Processed in	01/10/2023		C ADVL	Tax	(\$8.07)	\$0.00	(\$8.07
ALBERT	ALBERT		SPRINGS RD		28025						to proration on Bill	error			FR03ADVL	Tax	(\$0.87)	\$0.00	(\$0.87
CHARLES JR	CHARLES JR										#0000798227-2022-							Refund	\$8.94
JACKSON,	JACKSON,		2094			Adjustment >=	0068872849	ZNH6876	PENDING	357194844	Refund Generated due	Situs error	01/10/2023		C ADVL	Tax	\$0.00	\$0.00	\$0.00
VERA BOSTON	VERA BOSTON		KINGSWAY DR		HUNTERSVILLE	\$100					to adjustment on Bill				CI02ADVL	Tax	(\$139.82)	\$0.00	(\$139.82
					, NC 28078						#0068872849-2022-				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00
											2022-0000				FR11ADVL	Tax	\$19.81	\$0.00	\$19.81
																		Refund	\$150.01
JAQUEZ	JAQUEZ		427 BLUE SKY		CONCORD, NC	Proration	0069850759	JMD4307	PENDING	267432897	Refund Generated due	Vehicle Sold	01/04/2023		C ADVL	Tax	(\$113.68)	\$0.00	(\$113.68
PERALTA,	PERALTA,		DR NW		28027						to proration on Bill				CI02ADVL	Tax	(\$73.75)	\$0.00	(\$73.75
RONNIE	RONNIE										#0069850759-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$187.43
JARRIN,	JARRIN,		439 AMHURST		CONCORD, NC	Proration	0063587024	TJV7307	PENDING	268168242	Refund Generated due	Reg . Out of	01/13/2023		C ADVL	Tax	(\$13.82)		(\$13.82
MYRIAN	MYRIAN		ST SW		28025						to proration on Bill	state			CI02ADVL	Tax	(\$8.96)	\$0.00	(\$8.96
KARINA	KARINA										#0063587024-2022-				CI02ADVL	Vehicle Fee	\$0.00		\$0.00
											2022-0000-00							Refund	\$22.78
	JONES.		5930 RATHLIN		CONCORD, NC	Proration	0049860877	YTYSSM	PENDING	267659379	Refund Generated due	Vehicle Sold	01/06/2023		C ADVL	Tax	(\$88.91)		(\$88.91
JONES,																			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
JONES, HAMILTON	HAMILTON		CT NW		28027						to proration on Bill				CI02ADVL	Tax	(\$57.67)	\$0.00	(\$57.67



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description 2021-0000-00	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change		
JONES.	JONES.		656 POPLAR		CONCORD NO	Proration	0057000000	ZZA5566	PENDING	000070040		Mahiala Oald	04/00/0000		C ADVL	Tax	(\$00.00)	Refund	\$146.58
JONES, JOANNE	JONES, JOANNE		VIEW DR NW		CONCORD, NC 28027	Proration	0057933063	ZZA5566	PENDING	268872216	Refund Generated due to proration on Bill	venicle Sold	01/23/2023		C ADVL CI02ADVL	Tax	(\$80.32) (\$52.09)	\$0.00 \$0.00	
ABRAMS	ABRAMS		VIEW DIVIN		20021						#0057933063-2022-				CI02ADVL	Vehicle Fee	(\$52.09) \$0.00		(\$52.09
											2022-0000-00				OIOZADVE	Vehicle Fee	φ0.00	Refund	
JONES,	JONES.		2303		NORTH	Proration	0047112319	PJW8384	PENDING	269114271	Refund Generated due	Reg . Out of	01/27/2023		C ADVL	Tax	(\$58.83)		
STEPHANIE	STEPHANIE		STEPHENS ST		MYRTLE						to proration on Bill	state			CI02ADVL	Tax	(\$38.16)	\$0.00	(\$38.16)
LYN	LYN				BEACH, SC						#0047112319-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	
					29582						2021-0000-00							Refund	\$96.99
JONES,	JONES,		2303		NORTH	Proration	0034991698	EBK6431	PENDING	269114256			01/27/2023		C ADVL	Tax	(\$38.11)	\$0.00	(\$38.11)
WILLIAM ALAN	WILLIAM ALAN		STEPHENS ST		MYRTLE						to proration on Bill	state			CI02ADVL	Tax	(\$24.72)	\$0.00	(\$24.72)
					BEACH, SC 29582						#0034991698-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00		
																		Refund	
JONES,	JONES,		2303 STEPHENS ST		NORTH	Proration	0047507057	7H4062	PENDING	269114289			01/27/2023		C ADVL	Tax	(\$6.25)		
WILLIAW ALAN	WILLIAM ALAN		STEPHENS ST		MYRTLE BEACH, SC						to proration on Bill #0047507057-2021-	state			CI02ADVL CI02ADVL	Tax Vehicle Fee	(\$4.05) \$0.00		
					29582						2021-0000-00				CIUZADVL	venicie Fee	\$0.00		
JOURNEY.	JOURNEY.		8909		CONCORD, NC	Proration	0052858757	HHC5714	PENDING	170337906	Refund Generated due	Vehicle	01/25/2023		C ADVL	Tax	(\$46.71)	Refund \$0.00	
JEFFREY	JEFFREY		BAYBERRY		28027	FIORAGON	0032030737	11105/14	FENDING	173337000	to proration on Bill	Totalled	01/23/2023		FR11ADVL	Tax	(\$4.29)	1	(, , ,
EDWARD	EDWARD		TRL								#0052858757-2021-				TITIADVE	Tux	(04.23)	Refund	· · · /
KARNATI,	KARNATI,		9540		CONCORD, NC	Proration	0065884089	KAJ1668	PENDING	269506278	Refund Generated due	Vehicle	01/31/2023		C ADVL	Tax	(\$145.96)		
AKHIL	AKHIL		BREVARD CT		28027						to proration on Bill	Totalled			CI02ADVL	Tax	(\$94.68)	\$0.00	
			NW								#0065884089-2021-				CI02ADVL	Vehicle Fee	\$0.00		
											2021-0000-00							Refund	
KING, JOHN		KING, SHAWN	8670 ARBOR		CONCORD, NC	Proration	0043052930	0207RK	PENDING	178778686	Refund Generated due	Vehicle Sold	01/13/2023		C ADVL	Tax	(\$24.52)	\$0.00	(\$24.52)
PATRICK	PATRICK	SHEPARD	OAKS CIR		28027						to proration on Bill				FR11ADVL	Tax	(\$2.25)	\$0.00	(\$2.25)
											#0043052930-2021-							Refund	
KISER,	KISER,		7858 UNTZ RD		CONCORD, NC	Proration	0065703161	TJE1168	PENDING	178268868			01/03/2023		C ADVL	Tax	(\$38.38)		
CHARLENE	CHARLENE				28027						to proration on Bill	Totalled			FR11ADVL	Tax	(\$3.53)		
BARTON	BARTON										#0065703161-2021-							Refund	
KNOX,	KNOX,		201 IDLEWOOD DR		KANNAPOLIS, NC 28083	Proration	0067760776	KW6360	PENDING	269506293		Vehicle Sold	01/31/2023		C ADVL	Tax	(\$82.14)		· · · · · · · · · · · · · · · · · · ·
RAMSEY AUSTIN	RAMSEY AUSTIN		IDLEWOOD DR		NC 28083						to proration on Bill #0067760776-2021-				CI04ADVL	Tax	(\$69.93)		
AUSTIN	AUSTIN										2021-0000-00				CI04ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	
KODAKANDLA,			606 RUSTIS		TEGA CAY, SC	Proration	0068686359	JDX6946	PENDING	269114352		Bog Out of	01/07/0000		C ADVL	Tax	(\$53.98)		(\$57.90)
NIRANJAN	NIRANJAN		PATH LN		29708	FIORALION	000000000000000000000000000000000000000	JDX0940	FENDING	209114332	to proration on Bill	state	01/21/2023		CI02ADVL	Tax	(\$35.98)		(\$37.54)
											#0068686359-2021-				CI02ADVL	Vehicle Fee	\$0.00		
											2021-0000-00				0.027.072	10110101100	<b>\$0.00</b>	Refund	
KOLCUSKY,	KOLCUSKY,	KOLCUSKY,	8242 DEER DR		HARRISBURG,	Proration	0031889612	S278SM	PENDING	178719238	Refund Generated due	Vehicle Sold	01/12/2023		C ADVL	Tax	(\$32.21)		
RONALD	RONALD	CAROLE LYNN			NC 28075						to proration on Bill				FR07ADVL	Tax	(\$6.53)	\$0.00	
JOSEPH	JOSEPH										#0031889612-2021-							Refund	\$38.74
KOLLATH,	KOLLATH,		4438		HARRISBURG,	Proration	0022313769	CDS4577	PENDING	179248240	Refund Generated due	Vehicle Sold	01/23/2023		C ADVL	Tax	(\$42.99)	\$0.00	(\$42.99)
SAJID	SAJID		SOURWOOD		NC 28075						to proration on Bill				CI01ADVL	Tax	(\$25.27)	\$0.00	(\$25.27)
			СТ								#0022313769-2022-							Refund	\$68.26
KONG,	KONG,		9625		CONCORD, NC	Proration	0051749809	HEY8155	PENDING	269113032		Incomplete	01/26/2023		C ADVL	Tax	(\$90.87)		
DELONG	DELONG		HERRINGBONE		28027						to proration on Bill	Doc			CI02ADVL	Tax	(\$58.94)	\$0.00	
			LN NW								#0051749809-2022- 2022-0000-00				CI02ADVL	Vehicle Fee	(\$30.00)		
			004				0005044007	1.04/0005	DENDUNO	007750007			04/00/0000		0.4514		(004.40)	Refund	
KORLAKUNTA, ABHINAV	KORLAKUNTA, ABHINAV		921 PARKLAND PL		CONCORD, NC 28027	Proration	0065344027	JJW6395	PENDING	267759837	Refund Generated due to proration on Bill	venicie Sold	01/09/2023		C ADVL CI02ADVL	Tax Tax	(\$34.48) (\$22.37)		· · · · · · · · · · · · · · · · · · ·
ADIIINAV	ADITINAV		NW		20027						#0065344027-2021-								· · · · · · · · · · · · · · · · · · ·
											2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	
	LARRY WAYNE		7624 MOUNT		CONCORD, NC	Adjustment >=	0070231767	PT19726	PENDING	358810116	Refund Generated due	Situs error	01/27/2023		C ADVL	Tax	\$0.00		\$0.85 \$0.01
	PENDERGRAS		OLIVE RD		28025	\$100	0010201101	1113720	T ENDING	000010110	to adjustment on Bill	Olda Choi	01/21/2020		CI02ADVL	Tax	(\$167.96)	(\$12.18)	(\$180.14)
S INC	S INC										#0070231767-2021-				CI02ADVL	Vehicle Fee	(\$30.00)		
											2021-0000				FR16ADVL	Tax	\$41.29		\$44.28
																		Refund	
LENZMEIER,	LENZMEIER,		4758		CONCORD, NC	Proration	0068332595	TLW7738	PENDING	267432024	Refund Generated due	Vehicle Sold	01/04/2023		C ADVL	Tax	(\$55.13)		
ALEXANDER	ALEXANDER		TURNRIDGE		28027						to proration on Bill				CI02ADVL	Tax	(\$35.76)		
JOSHUA	JOSHUA		CT NW								#0068332595-2022-				CI02ADVL	Vehicle Fee	\$0.00		
											2022-0000-00							Refund	\$90.89
LORENZO,	LORENZO,		501		KANNAPOLIS,	Proration	0034698310	EFD2328	PENDING	268427484		Vehicle Sold	01/18/2023		C ADVL	Tax	(\$28.63)		(1 )
CRESCENCIO	CRESCENCIO		CHRYSLER ST		NC 28083						to proration on Bill				CI04ADVL	Tax	(\$24.37)	\$0.00	(\$24.37)
BUSTOS	BUSTOS										#0034698310-2022-				CI04ADVL	Vehicle Fee	\$0.00		\$0.00 \$53.00
	-										2022-0000-00				OIGHADVL	* CTILOIC 1 CC	φυ.00	Refund	



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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change		Total Change
MABREY,	MABREY,		3801		CONCORD, NC		0068362696	CP36761	PENDING	356576472		Situs error	01/04/2023		C ADVL	Tax	\$0.00		\$0.0
KENNETH	KENNETH		CENTERGROV		28025	\$100					to adjustment on Bill				CI02ADVL	Tax	(\$6.58)	\$0.00	(\$6.58
WAYNE	WAYNE		E RD								#0068362696-2022- 2022-0000				CI02ADVL	Vehicle Fee	(\$30.00)		(\$30.00
											2022-0000				FR03ADVL	Tax	\$1.10		\$1.1
																		Refund	\$35.4
MABREY,	MABREY,	MABREY,	3801		CONCORD, NC		0068362728	REE5843	PENDING	356576476		Situs error	01/04/2023		C ADVL	Tax	\$0.00		\$0.0
WINDY TALBERT	WINDY TALBERT	KENNETH WAYNE	CENTERGROV E RD		28025	\$100					to adjustment on Bill #0068362728-2022-				CI02ADVL	Tax	(\$18.86)	\$0.00	(\$18.86
TALDERT	IALDERI	WATINE	ERD								2022-0000				CI02ADVL	Vehicle Fee	(\$30.00)		(\$30.00
											2022-0000				FR03ADVL	Tax	\$3.14		\$3.14
																		Refund	\$45.72
MABRY, WENDY	MABRY, WENDY	DUNN, DESTINY	1700 TROTTER CIR		MOUNT PLEASANT, NC	Proration	0049529175	CME2459	PENDING	179087254	Refund Generated due to proration on Bill	Vehicle Sold	01/20/2023		C ADVL	Tax	(\$113.83)	\$0.00	(\$113.83
FRALEY	FRALEY	SKYLER	TROTTER CIR		28124						#0049529175-2021-				FR16ADVL	Tax	(\$18.15)		(\$18.15
	MAMILLAPALLI	ONTEEN	9527		CONCORD. NC	Proration	0057404300	BHUVAN	PENDING	000007450		Vehicle Sold	04/05/0000		C ADVL	Tax	(\$48.55)	Refund \$0.00	\$131.98
. VENKATRAO			9527 BREVARD CT		28027	Proration	0057404300	BHUVAN	PENDING	269007159	Refund Generated due to proration on Bill	Venicie Sola	01/25/2023		CI02ADVL	Tax	(\$48.55) (\$31.49)		(\$48.55)
, VEINKATRAO	, VENKATRAO		NW		20027						#0057404300-2021-								
											2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.00
	MATTINGLEY,		3873		HARRISBURG,	Proration	0014336583	PWP6992	PENDING	170200400	Refund Generated due	Vahiala Cald	01/04/2022		C ADVL	Tax	(\$11.10)		\$80.04 (\$11.10)
JASON	JASON	KAREN	HOUNSLOW LN		NC 28075	FIORALION	0014330363	FWF0992	FEINDING	170200490	to proration on Bill	Venicle Solu	01/04/2023		CI01ADVL	Тах	(\$11.10)		(\$11.10) (\$5.33)
MONROE	MONROE	BRUECK	TIOONGLOW LIN		NG 20075						#0014336583-2021-				CIUTADVL	Tax	(\$5.33)	\$0.00 Refund	(\$5.33) \$16.43
MCLAIN.	MCLAIN.		950 GILLING		KANNAPOLIS,	Proration	0047641323	FJN5936	PENDING	267660012		Vehicle	01/06/2023		C ADVL	Tax	(\$48.05)		(\$48.05)
PHILLIP	PHILLIP		CT		NC 28081	FIORALION	0047041323	FJN3930	FEINDING	207000012	to proration on Bill	Totalled	01/00/2023		CI04ADVL	Tax	(\$40.03)		(\$40.05)
EUGENE	EUGENE		0.		110 20001						#0047641323-2021-	, ottailed			CI04ADVL	Vehicle Fee	\$0.00		\$0.00
											2021-0000-00				CIO4ADVL	venicie i ee	φ0.00	Refund	\$88.96
MCMILLAN.	MCMILLAN.	MCMILLAN.	1262 FAWN		CONCORD, NC	Proration	0069362363	KCW5078	PENDING	267556233	Refund Generated due	Vehicle Sold	01/05/2023		C ADVL	Tax	(\$270.38)		(\$270.38)
RICHARD	RICHARD		RIDGE RD NW		28027	Tioradon	0000002000	110110010	TENDING	201000200	to proration on Bill	Vernole Gold	01/00/2020		CI02ADVL	Tax	(\$175.39)		(\$175.39)
DEAN	DEAN										#0069362363-2022-				CI02ADVL	Vehicle Fee	\$0.00		\$0.00
											2022-0000-00				OIOZADVE	Vehicle Fee	φ0.00	Refund	\$445.77
MCPHERSON	MCPHERSON.		3271		CONCORD, NC	Proration	0066330183	8F4080	PENDING	269112834	Refund Generated due	Vehicle Sold	01/26/2023		C ADVL	Tax	(\$18.09)		(\$18.09)
	GARY LEWIS II		HAWKSBILL ST		28027	rioradon	000000100	0. 1000	1 21121110	200112001	to proration on Bill	10111010 0010	0 11 201 2020		CI02ADVL	Tax	(\$11.73)		(\$11.73)
			SW								#0066330183-2021-				CI02ADVL	Vehicle Fee	\$0.00		\$0.00
											2021-0000-00							Refund	\$29.82
MEHTA	MEHTA,		1140 SANDY		CONCORD, NC	Proration	0069855812	CCD8025	PENDING	268398399	Refund Generated due	Vehicle Sold	01/17/2023		C ADVL	Tax	(\$59.02)		(\$61.97)
HARISH	HARISH		BOTTOM DR		28027						to proration on Bill				CI02ADVL	Tax	(\$38.28)	(\$1.92)	(\$40.20)
			NW								#0069855812-2022-				CI02ADVL	Vehicle Fee	\$0.00	N. 7	\$0.00
											2022-0000-00							Refund	\$102.17
MEYER,	MEYER,	MEYER,	8886		ORLANDO, FL	Proration	0064351278	JCJ7697	PENDING	268888953	Refund Generated due	Reg. Out of	01/24/2023		C ADVL	Tax	(\$66.10)	\$0.00	(\$66.10)
KELLY MARIE	KELLY MARIE	STEVEN	WINDSOR		32829						to proration on Bill	state			CI04ADVL	Tax	(\$56.27)	\$0.00	(\$56.27
		GEORGE	POINT DR								#0064351278-2021-				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$122.37
MONTGOMER	MONTGOMER		4496 TRIUMPH		CONCORD, NC	Proration	0048848866	FHA8749	PENDING	267760626	Refund Generated due	Vehicle Sold	01/09/2023		C ADVL	Tax	(\$38.97)	\$0.00	(\$38.97)
Y, PAUL	Y, PAUL		DR SW		28027						to proration on Bill				CI02ADVL	Tax	(\$25.28)	\$0.00	(\$25.28)
VINCENT	VINCENT										#0048848866-2022-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$64.25
MOORE,	MOORE,	MOORE,	497		CONCORD, NC	Proration	0048358570	JM4524	PENDING	269007108	Refund Generated due	Vehicle Sold	01/25/2023		C ADVL	Tax	(\$44.03)	\$0.00	(\$44.03)
CHERYL KIKER	CHERYL KIKER	MARTY KEVIN			28025						to proration on Bill				CI02ADVL	Tax	(\$28.56)	\$0.00	(\$28.56)
			DR SE								#0048358570-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$72.59
MORRISON,	MORRISON,	MORRISON,	6250		KANNAPOLIS,	Proration	0032932639	DKN8224	PENDING	267659487	Refund Generated due	Vehicle Sold	01/06/2023		C ADVL	Tax	(\$62.07)		(\$62.07)
	CHRISTOPHER	DAWN	MOUNTAIN		NC 28081						to proration on Bill				CI04ADVL	Tax	(\$52.85)	\$0.00	(\$52.85)
BRYAN	BRYAN	CHANDLER	VINE AVE								#0032932639-2022-				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$114.92
MORTON,	MORTON,		1208		KANNAPOLIS,	Proration	0069474623	KCR7712	PENDING	268888926		Annual Tag	01/24/2023		C ADVL	Tax	(\$234.32)		(\$234.32)
KELLY	KELLY		WOODACRES		NC 28081						to proration on Bill				CI02ADVL	Tax	(\$151.99)	\$0.00	(\$151.99)
ELIZABETH	ELIZABETH		CIR								#0069474623-2022- 2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00		\$0.00
																		Refund	\$386.31
MYLES,	MYLES,	BELL,	813 SORREL		KANNAPOLIS,	Proration	0063990756	JDX3249	PENDING	267402852		Annual Tag	01/03/2023		C ADVL	Tax	(\$15.22)	N. 7	(\$16.32)
EMMANUEL	EMMANUEL	SERENITY	DR		NC 28081						to proration on Bill				CI04ADVL	Tax	(\$12.96)	N. 7	(\$13.90)
DEWAYNE	DEWAYNE	DION YAE									#0063990756-2021- 2021-0000-00				CI04ADVL	Vehicle Fee	\$0.00		\$0.00
																		Refund	\$30.22
NAIR,	NAIR,		9189		HARRISBURG,	Proration	0041823299	BLM7395	PENDING	179248300	Refund Generated due	Vehicle	01/23/2023		C ADVL	Tax	(\$86.87)	N. 7	(\$91.21)
PRASANTH	PRASANTH GOPALAKRISH		PERSEVERAN CE DR		NC 28075						to proration on Bill #0041823299-2021-	Totalled			CI01ADVL	Tax	(\$41.67)		(\$43.76)
																		Refund	\$134.97
NEAL,	NEAL,		27 HILLCREST		CONCORD, NC	Proration	0065190725	DFB6331	PENDING	267432597	Refund Generated due	Vehicle Sold	01/04/2023		C ADVL	Tax	(\$23.34)		(\$23.34)
TIMOTHY	TIMOTHY	HATCHARD	AVE SE		28025						to proration on Bill	1			CI02ADVL	Tax	(\$15.14)	\$0.00	(\$15.14)



#### NCVTS Pending Refund report

Report Date 2/2/2023 9:58:21 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
PATTON	PATTON										#0065190725-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.0 \$38.4
NIETO,	NIETO,	NIETO,	180 WESCOT		CONCORD, NC	Proration	0057323173	JAG67	PENDING	269114460	Refund Generated due	Vahiela Sold	01/27/2023		C ADVL	Tax	(\$118.40)	\$0.00	\$30.4 (\$118.40
EDWARD	EDWARD	KATHERINE	DR NW		28027	FIORALION	0057525175	37.007	FENDING	203114400	to proration on Bill	Venicle Sold	01/21/2023		CI02ADVL	Tax	(\$76.80)	\$0.00	(\$110.40
JOHN	JOHN	DELORES									#0057323173-2022-				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00
											2022-0000-00				0.02.072	10110101100	(\$00.00)	Refund	\$225.2
OWEN,	OWEN,	OWEN,	8252 DEER DR		HARRISBURG,	Proration	0068217627	HKF7839	PENDING	179409506	Refund Generated due	Vehicle Sold	01/27/2023		C ADVL	Tax	(\$68.65)	\$0.00	(\$68.65
GEORGE	GEORGE	SABRINA			NC 28075						to proration on Bill				FR07ADVL	Tax	(\$13.91)	\$0.00	(\$13.91
EDWARD JR	EDWARD JR	BARTS									#0068217627-2022-							Refund	\$82.5
	PATEL, BAIJU		7202		HARRISBURG,	Proration	0062260817	FJV6174	PENDING	179259242		Vehicle Sold	01/24/2023		C ADVL	Tax	(\$98.23)	\$0.00	(\$98.23
	SHIRISHKUMA		STREAMHAVE		NC 28075						to proration on Bill				CI01ADVL	Tax	(\$57.75)	\$0.00	(\$57.75
R	R		N DR								#0062260817-2022-							Refund	\$155.98
	PENDERGRAS		7624 MOUNT		CONCORD, NC		0070231763	DLF6942	PENDING	358819108		Situs error	01/27/2023		C ADVL	Tax	\$0.00	\$0.00	\$0.00
S, LARRY WAYNE II	S, LARRY WAYNE II	S, KRISTIE MCGEE	OLIVE RD		28025	\$100					to adjustment on Bill #0070231763-2022-				CI02ADVL	Tax	(\$64.75)	(\$3.24)	(\$67.99
		WICGLE									2022-0000				CI02ADVL FR16ADVL	Vehicle Fee	(\$30.00)	\$0.00 \$0.80	(\$30.00
															FR16ADVL	Tax	\$15.92	\$0.80 Refund	\$16.72 \$81.27
	PENDERGRAS		PO BOX 5105		CONCORD. NC	Proration	0061484001	ZVT9521	PENDING	170400042	Refund Generated due	Vehicle Sold	01/26/2023		C ADVL	Tax	(\$3.85)	\$0.00	\$81.27 (\$3.85)
S, TONYA	S, TONYA		FO BOX 3103		28027	FIORAGON	0001404001	2019321	FENDING	175405042	to proration on Bill	venicie Solu	01/20/2023		CI01ADVL	Тах	(\$3.85)	\$0.00	(\$3.85)
MARIE	MARIE				20027						#0061484001-2021-				CIUTADVE	Tax	(\$1.00)	Refund	\$5.70
PETREA,	PETREA,		4107		CONCORD, NC	Proration	0036250571	EJF6569	PENDING	268872219	Refund Generated due	Vehicle	01/23/2023		C ADVL	Tax	(\$6.40)	\$0.00	(\$6.40)
	ELDON BRENT		WRANGLER		28027						to proration on Bill	Totalled			CI02ADVL	Tax	(\$4.15)	\$0.00	(\$4.15)
			DR SW								#0036250571-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$10.55
PFITZNER,	PFITZNER,		4177		CONCORD, NC	Proration	0063993348	FCY4209	PENDING	268872063	Refund Generated due	Vehicle Sold	01/23/2023		C ADVL	Tax	(\$31.40)	\$0.00	(\$31.40)
CARY DEE	CARY DEE		WATERSTONE		28027						to proration on Bill				CI02ADVL	Tax	(\$20.37)	\$0.00	(\$20.37)
			PL SW								#0063993348-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$51.77
PFITZNER,	PFITZNER,		4177		CONCORD, NC	Proration	0024711119	YWF4059	PENDING	268872078	Refund Generated due	Vehicle Sold	01/23/2023		C ADVL	Tax	(\$30.96)	\$0.00	(\$30.96)
CARY DEE	CARY DEE		WATERSTONE		28027						to proration on Bill				CI02ADVL	Tax	(\$20.08)	\$0.00	(\$20.08)
			PL SW								#0024711119-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																_	(*** * * * *)	Refund	\$51.04
RAPOSA, PHYLLIS	RAPOSA, PHYLLIS		1054 CY CIR		CONCORD, NC 28025	Proration	0045461952	FKX7937	PENDING	178506782	Refund Generated due to proration on Bill	Vehicle Sold	01/09/2023		C ADVL FR04ADVL	Tax Tax	(\$34.21) (\$3.47)	\$0.00 \$0.00	(\$34.21)
KIRKLAND	KIRKLAND				20025						#0045461952-2021-				FR04ADVL	Tax	(\$3.47)	\$0.00 Refund	(\$3.47) \$37.68
RELIABLE	RELIABLE	AIRHEART,	2989 OLD		CONCORD, NC	Proration	0014308722	YA81586	PENDING	179087246		Vehicle Sold	01/20/2023		C ADVL	Tax	(\$40.28)	\$0.00	(\$40.28)
			SALISBURY RD		28025	FIORALION	0014300722	1701300	FENDING	175007240	to proration on Bill	Venicle Sold	01/20/2023		FR03ADVL	Тах	(\$4.35)	\$0.00	(\$4.35)
INC	INC										#0014308722-2021-				1100/12/12	T GA	(\$1.00)	Refund	\$44.63
RHEW, KADEN	RHEW, KADEN	RHEW,	1840			Proration	0069316611	KDR7104	PENDING	178439750	Refund Generated due	Vehicle	01/06/2023		C ADVL	Tax	(\$142.85)	\$0.00	(\$142.85)
AUSTIN	AUSTIN	HEATHER ANN	MEADOW		HUNTERSVILLE						to proration on Bill	Totalled			FR11ADVL	Tax	(\$13.13)	\$0.00	(\$13.13)
			CROSSING DR		, NC 28078						#0069316611-2022-							Refund	\$155.98
RHODES,	RHODES,		810 ELROND		CHARLOTTE,	Proration	0058565155	EJX5796	PENDING	269411262		Vehicle Sold	01/30/2023		C ADVL	Tax	(\$33.67)	\$0.00	(\$33.67)
CHUNDRA	CHUNDRA		DR NW		NC 28269						to proration on Bill				CI02ADVL	Tax	(\$21.84)	\$0.00	(\$21.84)
LACRIS	LACRIS										#0058565155-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
																		Refund	\$55.51
	RICE, WILLIAM		2665		CONCORD, NC	Proration	0069091972	KBJ7860	PENDING	267432483	Refund Generated due	Vehicle Sold	01/04/2023		C ADVL	Tax	(\$494.84)	\$0.00	(\$494.84)
MATTHEW	MATTHEW		TORRINGTON LN NW		28027						to proration on Bill #0069091972-2022-				CI02ADVL	Tax	(\$320.98)	\$0.00	(\$320.98)
			LININV								2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
PODPICIEZ	PODPIOUEZ	BODBIOUEZ	EEO MULLIELA		CONCORD MO	Dror-ti	0067000570	IMD4454	DENDING	067550405		Vahial- 0-11	01/05/0000		0 4014	T	(\$140.00)	Refund	\$815.82
RODRIGUEZ, ALEXANDER		RODRIGUEZ, RINA ANABELL	552 WILHELM PL NE		CONCORD, NC 28025	Proration	0067203543	JMD4451	PENDING	26/556425	Refund Generated due to proration on Bill	venicie Sold	01/05/2023		C ADVL CI02ADVL	Tax Tax	(\$113.29) (\$73.49)	\$0.00 \$0.00	(\$113.29)
ALLANDER	ALLANDER		FLINE		20020						#0067203543-2021-				CI02ADVL	Vehicle Fee	(\$73.49) \$0.00	\$0.00	(\$73.49) \$0.00
											2021-0000-00				GIUZADVL	venicle ree	φ <b>0.</b> 00	\$0.00 Refund	\$0.00
RODRIGUEZ.	RODRIGUEZ.	RODRIGUEZ.	77 WAYNE CT		CONCORD, NC	Proration	0036935813	EDL5693	PENDING	268399068	Refund Generated due	Vehicle Sold	01/17/2023		C ADVL	Tax	(\$12.34)	\$0.00	(\$12.34)
SIDNEY ANN	SIDNEY ANN	RICARDO	SE		28025	recuent		2220000	. 2.13.10		to proration on Bill	. 511010 0010			CI02ADVL	Tax	(\$8.01)	\$0.00	(\$8.01)
											#0036935813-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2021-0000-00							Refund	\$20.35
ROSARIO,	ROSARIO,		3518		KANNAPOLIS,	Proration	0068222620	FLC4504	PENDING	268630587	Refund Generated due	Vehicle Sold	01/20/2023		C ADVL	Tax	(\$54.27)	\$0.00	(\$54.27)
ZULMA	ZULMA		GLENVIEW		NC 28081						to proration on Bill				CI04ADVL	Tax	(\$46.20)	\$0.00	(\$46.20)
			AVE								#0068222620-2022-				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
											2022-0000-00							Refund	\$100.47
RUBBINO,	RUBBINO,		9683 CAPELLA		CONCORD, NC	Proration	0066328876	JFV7327	PENDING	267556029	Refund Generated due	Vehicle Sold	01/05/2023		C ADVL	Tax	(\$54.91)	\$0.00	(\$54.91)
PETER	PETER		AVE NW		28027						to proration on Bill				CI02ADVL	Tax	(\$35.61)	\$0.00	(\$35.61)
											#0066328876-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
					1			1		1	2021-0000-00							Refund	\$90.52



VIDID	Report Date 2/2/2023 9:58:21 AM
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Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
	RUTHERFORD,		1079		MORGANTON,	Adjustment <	0070061038	FMC8433	PENDING	267896160		SLVG or	01/10/2023		C ADVL	Tax	(\$21.15)		(\$21.1
ROGER JR	ROGER JR		CHARLESTON		NC 28655	\$100					to adjustment on Bill	RBLT TTL			CI04ADVL	Tax	(\$18.01)	\$0.00	(\$18.0
			DR								#0070061038-2022- 2022-0000-00				CI04ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.0 \$39.1
SALIBA, ELIE	SALIBA, ELIE		9616 INDIAN		CONCORD, NC	Proration	0060582660	EMV5425	PENDING	267760305	Refund Generated due	Incomplete	01/00/2023		C ADVL	Tax	(\$40.79)		(\$40.79
HAFIZ	HAFIZ		BEECH AVE		28027	FIORALION	0000302000	LIVI V 3423	FLINDING	201100303	to proration on Bill	Doc	01/03/2023		CI02ADVL	Tax	(\$26.46)		(\$26.40
			NW								#0060582660-2021-				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
											2021-0000-00							Refund	\$67.2
SANTANA-	SANTANA-	LATTIMORE,	5370		CONCORD, NC	Proration	0067250403	KBH1962	PENDING	269506035		Vehicle Sold	01/31/2023		C ADVL	Tax	(\$327.32)	\$0.00	(\$327.32
PRADO, EVA	PRADO, EVA		JOSEPHINE LN		28027						to proration on Bill				CI02ADVL	Tax	(\$212.32)	\$0.00	(\$212.32
LORELEN	LORELEN	LAMAR	SW								#0067250403-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
																		Refund	\$539.6
SCHACHNER, RICHARD	SCHACHNER, RICHARD		10464 SPRING TREE LN		HUNTERSVILLE	Proration	0059392119	ZTC4333	PENDING	178439568	Refund Generated due to proration on Bill	Vehicle Sold	01/06/2023		C ADVL	Tax	(\$158.47)		(\$158.47
THOMAS JR	THOMAS JR		I REE LIN		, NC 28078						#0059392119-2021-				FR11ADVL	Tax	(\$14.56)	\$0.00 Refund	(\$14.56 \$173.0
SEAY.	SEAY,		4150 POPLAR		CONCORD, NC	Proration	0067197640	JFC3736	PENDING	268427508	Refund Generated due	Vehicle Sold	01/18/2023		C ADVL	Tax	(\$131.04)		(\$131.04
RICHARD	RICHARD		TENT RD		28027	Tioradon	000/10/040	01 007 00	T ENDING	200421000	to proration on Bill	Veniore cord	01/10/2020		CI02ADVL	Tax	(\$85.00)	\$0.00	(\$85.00
SPENCER	SPENCER										#0067197640-2021-				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
											2021-0000-00							Refund	\$216.0
	SEAY, STACY		175 PITTS		CONCORD, NC	Proration	0057801820	JUSTYCE	PENDING	267659412		Vehicle Sold	01/06/2023		C ADVL	Tax	(\$126.73)		(\$133.07
LEE	LEE		SCHOOL RD		28027						to proration on Bill				CI02ADVL	Tax	(\$82.21)	(\$4.11)	(\$86.32
			NW								#0057801820-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
																		Refund	\$219.3
SELVARAJ, DINESH	SELVARAJ, DINESH		9569		CONCORD, NC	Proration	0056940552	DBC5091	PENDING	268427787		Vehicle Sold	01/18/2023		C ADVL	Tax	(\$64.78)		(\$64.78
KUMAR	KUMAR		HERRINGBONE LN NW		28027						to proration on Bill #0056940552-2022-				CI02ADVL	Tax	(\$42.02)		(\$42.02
ROWAR	NOWAR		LININV								2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.0 \$106.8
SHANKS.	SHANKS.	SHANKS.	857 DOUBLE		CONCORD, NC	Proration	0063116999	PHT2690	PENDING	269525095	Refund Generated due	Vahiala Cald	01/10/2022		C ADVL	Tax	(\$197.95)		\$106.8
EDGAR JR	EDGAR JR	EVELYN	OAK LN SE		28025	FIORALION	0003110999	PH12090	PENDING	200000000	to proration on Bill	Venicie Solu	01/19/2023		CI02ADVL	Tax	(\$128.40)		(\$197.93
		FRANCES									#0063116999-2022-				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
											2022-0000-00							Refund	\$326.3
SHOE SHOW	SHOE SHOW		PO BOX 648		CONCORD, NC	Proration	0032420186	EBZ7326	PENDING	267895602	Refund Generated due	Vehicle Sold	01/10/2023		C ADVL	Tax	(\$19.89)	\$0.00	(\$19.89
INC	INC				28026						to proration on Bill				CI04ADVL	Tax	(\$16.93)	\$0.00	(\$16.93
											#0032420186-2021-				CI04ADVL	Vehicle Fee	\$0.00		\$0.0
											2021-0000-00							Refund	\$36.8
SHOE SHOW	SHOE SHOW		PO BOX 648		CONCORD, NC	Proration	0045185885	PKV8536	PENDING	267895599	Refund Generated due	Vehicle Sold	01/10/2023		C ADVL	Tax	(\$60.49)		(\$60.49
INC	INC				28026						to proration on Bill #0045185885-2022-				CI04ADVL	Tax	(\$51.50)	\$0.00	(\$51.50
											2022-0000-00				CI04ADVL	Vehicle Fee	\$0.00	\$0.00 Refund	\$0.0
SHOWALTER.	SHOWAI TER		5327		CONCORD. NC	Proration	0020619218	TFX3198	PENDING	268536249	Refund Generated due	Vehicle	01/19/2023		C ADVL	Tax	(\$41.32)		\$111.9 (\$41.32
	PAMELA GRAY		MONTANA CIR		28027	Tioradon	0020013210	11 X0 100	T ENDING	200000240	to proration on Bill	Totalled	01/10/2020		CI02ADVL	Tax	(\$26.80)		(\$26.80
			NW								#0020619218-2021-				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
											2021-0000-00							Refund	\$68.1
SIGLER,	SIGLER,	EIBERT,	9575		HARRISBURG,	Proration	0059182158	TEK9593	PENDING	179607478	Refund Generated due	Vehicle Sold	01/30/2023		C ADVL	Tax	(\$3.49)	\$0.00	(\$3.49
STEPHEN	STEPHEN	MADDISON	HICKORY		NC 28075						to proration on Bill				FR07ADVL	Tax	(\$0.71)	\$0.00	(\$0.71
MICHAEL	MICHAEL	ROSE	RIDGE RD								#0059182158-2021-							Refund	\$4.2
SIMPSON,	SIMPSON,		217 HAHN PL		CONCORD, NC		0069769340	91125	PENDING	268872018	Refund Generated due	Adjustment	01/23/2023		C ADVL	Tax	(\$154.66)		(\$154.66
IAMES DAREN	JAMES DAREN		SE		28025	\$100					to adjustment on Bill #0069769340-2022-				CI02ADVL	Tax	(\$100.32)	\$0.00	(\$100.32
											2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
NA BODEDT			1010 1001					1/51 10070	DENDUNO	007550545			04/05/0000		0.4514	-	(000.00)	Refund	\$254.9
ANTHONY	SIMS, ROBERT ANTHONY		1912 IVY HOLLOW PL		CONCORD, NC 28027	Proration	0069312118	KEH3876	PENDING	267556545	Refund Generated due to proration on Bill	venicie Sold	01/05/2023		C ADVL CI04ADVL	Tax Tax	(\$93.90) (\$79.94)	\$0.00 \$0.00	(\$93.90)
Annon	Annon		HOLLOWIE		20021						#0069312118-2022-				CI04ADVL CI04ADVL	Vehicle Fee	\$0.00		(\$79.94 \$0.0
											2022-0000-00				OI0-ADVL	VC110/C1 CC	φ0.00	S0.00 Refund	\$0.0
SIMULCIK,	SIMULCIK,		636 IRON		MIDLAND, NC	Proration	0062635930	VF742B	PENDING	179409398	Refund Generated due	Vehicle Sold	01/27/2023		C ADVL	Tax	(\$220.05)		(\$220.05
	JOHN WILLIAM		HORSE LN		28107						to proration on Bill				FR14ADVL	Tax	(\$29.74)		(\$29.74
											#0062635930-2022-							Refund	\$249.7
	SMITH, VICKIE		408		CONCORD, NC	Proration	0065156725	EKF6886	PENDING	269113323		Vehicle Sold	01/26/2023		C ADVL	Tax	(\$106.84)		(\$106.84
LYNN	LYNN	WALTER	STONEHAVEN		28027						to proration on Bill				CI02ADVL	Tax	(\$69.30)	\$0.00	(\$69.30
			CT SW								#0065156725-2021- 2021-0000-00				CI02ADVL	Vehicle Fee	\$0.00		\$0.0
																		Refund	\$176.1
STEINERT.	STEINERT, RICHARD	STEINERT, BETTY CLINE	3601		ISLE OF	Proration	0053800952	HJY9493	PENDING	269506263	Refund Generated due		01/31/2023		C ADVL	Tax	(\$78.93)		(\$78.93
DIGUADO			HARNETT		PALMS, SC					1	to proration on Bill	state			CI04ADVL	Tax	(\$67.20)	\$0.00	(\$67.20
RICHARD	EADES	DETTT OLINE	BLVD		29451						#0053800952-2021-				CI04ADVL	Vehicle Fee	\$0.00		\$0.0



Pavee Name	Primary Owner	port Date 2/2/20	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction	Refund Description	Refund	Create	Authorization	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
r ayee rame		Owner		Address 2		rteruna rype				#		Reason	Date	Date		Levy type	Ŭ		
STEINERT,	STEINERT,		3601		ISLE OF	Proration	0030374268	DFY6110	PENDING	269506272	Refund Generated due		01/31/2023		C ADVL	Tax	(\$52.17)	(\$2.61)	(\$54.7
RICHARD	RICHARD		HARNETT		PALMS, SC						to proration on Bill	state			CI04ADVL	Tax	(\$44.42)	(\$2.22)	(\$46.6
EADES	EADES		BLVD		29451						#0030374268-2021- 2021-0000-00				CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.0
																		Refund	\$101.4
SULLIVAN,	SULLIVAN,		423 GROFF		CONCORD, NC	Proration	0000871956	PFN1479	PENDING	269114202	Refund Generated due	Vehicle Sold	01/27/2023		C ADVL	Tax	(\$252.34)	\$0.00	(\$252.34
BRIAN KRISTON	BRIAN KRISTON		ST		28027						to proration on Bill #0000871956-2022-				CI02ADVL	Tax	(\$163.68)	\$0.00	(\$163.68
RRISTON	RESTON										2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.0
																-	(44)	Refund	\$416.0
TAYLOR, KRISTIEN	TAYLOR, KRISTIEN		2519 WILLOW POND LN SE		CONCORD, NC 28025	Proration	0063986864	EHR5726	PENDING	267896184	Refund Generated due to proration on Bill	Vehicle Totalled	01/10/2023		C ADVL	Tax	(\$8.77)	\$0.00	(\$8.77
NICOLE	NICOLE		POIND LIN SE		28025						#0063986864-2021-	rotalled			CI02ADVL	Tax Vehicle Fee	(\$5.69)	\$0.00	(\$5.69
NICOLL	NICOLL										2021-0000-00				CI02ADVL	Venicle Fee	\$0.00	\$0.00	\$0.0
TAVLOD	TAVLOD		362 PINE HILL	UNIT 206		Proration	0005000540	DEI COOO	DENDING	000440000		Vehiele Celd	04/00/0000		0 401/4	Tau	(67.00)	Refund	\$14.4
TAYLOR, RICKY LEE	TAYLOR, RICKY LEE		JOZ PINE HILL	UNIT 206	KANNAPOLIS, NC 28083	Proration	0065683513	PFL6380	PENDING	269113068	Refund Generated due to proration on Bill	Vehicle Sold	01/26/2023		C ADVL	Tax	(\$7.92)	\$0.00	(\$7.92
NONT LLL	NORT LEL		LIN		NC 20003						#0065683513-2021-				CI04ADVL CI04ADVL	Tax Vehicle Fee	(\$6.74) \$0.00	\$0.00 \$0.00	(\$6.74 \$0.0
											2021-0000-00				CIU4ADVL	Vehicle Fee	\$0.00	S0.00 Refund	\$0.0
TORRES	TORRES		3043		CONCORD. NC	Proration	0062676309	BKM6489	PENDING	268078863	Refund Generated due	Vehicle	01/12/2023		C ADVL	Tax	(\$85.47)	\$0.00	\$ 14.0
CARRILLO.	CARRILLO.		TALLEDAGA		28025	FIORALION	0002070309	DRIVI0409	PENDING	2000/0003	to proration on Bill	Totalled	01/12/2023		CI02ADVL	Tax	(\$55.44)	\$0.00	(\$65.44
ESTHELA DEL	ESTHELA DEL		LN SW		20020						#0062676309-2022-	rotanou			CI02ADVL	Vehicle Fee	\$0.00	\$0.00	(\$33.44 \$0.0
ROCIO	ROCIO										2022-0000-00				CIUZADVL	Vehicle Fee	φ0.00	Refund	\$140.9
VARGHESE.	VARGHESE.		1091 OLD		CONCORD. NC	Proration	0067064399	KAH5183	PENDING	267988173	Refund Generated due	Vehicle Sold	01/11/2023		C ADVL	Tax	(\$15.60)	\$0.00	(\$15.60
ABY	ABY		TRACE RD NW		28027	Toration	0007004000	10410100	I ENDING	20/ 000 1/0	to proration on Bill	Venicie colu	01/11/2020		CI02ADVL	Tax	(\$10.12)	\$0.00	(\$10.12
											#0067064399-2021-				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.0
											2021-0000-00				0.02.072	10110101100	φ0.00	Refund	\$25.7
WALKER.	WALKER.		5429		MT PLEASANT.	Adjustment <	0070224580	KEL3064	PENDING	359341940	Refund Generated due	Situs error	01/31/2023		C ADVL	Tax	\$0.00	\$0.00	\$0.0
GEORGE	GEORGE		HIGHWAY 49 N		NC 28124	\$100					to adjustment on Bill				CI02ADVL	Tax	(\$23.42)	\$0.00	(\$23.42
HENRY JR	HENRY JR										#0070224580-2022-				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00
											2022-0000				FR16ADVL	Tax	\$5.76	\$0.00	\$5.7
																		Refund	\$47.6
WATER &	WATER &		232		CONCORD, NC	Adjustment >=	0070122925	TMH9696	PENDING	268398531	Refund Generated due	Exempt	01/17/2023		C ADVL	Tax	(\$231.91)	\$0.00	(\$231.91
SEWER	SEWER		DAVIDSON		28027	\$100					to adjustment on Bill	Property			CI02ADVL	Tax	(\$150.43)	\$0.00	(\$150.43
AUTHORITY	AUTHORITY		HWY								#0070122925-2022-				CI02ADVL	Vehicle Fee	(\$30.00)	\$0.00	(\$30.00
OF CABARRUS	OF CABARRUS	6									2022-0000-00							Refund	\$412.34
	WHITE, HARRY	WHITE, CARO	6225 WATERS		MIDLAND, NC	Proration	0000810699	Q00052	PENDING	178506738	Refund Generated due	Vehicle Sold	01/09/2023		C ADVL	Tax	(\$65.18)	\$0.00	(\$65.18
LEE JR	LEE JR	HARKEY	EDGE DR		28107						to proration on Bill				FR13ADVL	Tax	(\$8.10)	\$0.00	(\$8.10
		LESLEY									#0000810699-2022-							Refund	\$73.2
WHITE-	WHITE-	WHITE-	11220 KLUTTZ		GOLD HILL, NC	Proration	0046739203	FMH8390	PENDING	179670994	Refund Generated due	Vehicle Sold	01/31/2023		C ADVL	Tax	(\$25.75)	\$0.00	(\$25.75
HARVEY,	HARVEY,	HARVEY,	RD		28071						to proration on Bill				FR15ADVL	Tax	(\$4.42)	\$0.00	(\$4.42
	ROBERT JOHN	SARAH LEE									#0046739203-2021-							Refund	\$30.1
WILSON,	WILSON,		5532		KANNAPOLIS,	Proration	0042838443	HX3381	PENDING	179259294		Vehicle Sold	01/24/2023		C ADVL	Tax	(\$143.19)	\$0.00	(\$143.19
GARY	GARY		RANDOLPH RD		NC 28081						to proration on Bill				FR01ADVL	Tax	(\$19.35)	\$0.00	(\$19.35
FRANCIS	FRANCIS										#0042838443-2021-							Refund	\$162.5
WISEHART,	WISEHART,		4945		CONCORD, NC	Proration	0009412293	PSZ1103	PENDING	268398729	Refund Generated due	Vehicle Sold	01/17/2023		C ADVL	Tax	(\$23.70)	\$0.00	(\$23.70
MOLLY JOHNSON	MOLLY JOHNSON		HATHWYCK CT		28027						to proration on Bill #0009412293-2022-				CI02ADVL	Tax	(\$15.37)	\$0.00	(\$15.37
JOHNSON	JOHNSON										2022-0000-00				CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.0
											2022-0000-00							Refund	\$39.0
																		Refund Total	\$16134.1

## **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY:

New Business

### SUBJECT:

Planning and Development - 2023-2024 Community Development Programs - Public Hearing 6:30 p.m.

### BRIEF SUMMARY:

Community Development Staff is requesting to make the regular submission for the Weatherization, Heating and Air Repair and Replacement program and Housing and Home Improvement programs as the applications and funding become available in the coming months. Additionally, staff requests to participate in any programs that Duke Energy or Blue Cross Blue Shield offer. The only match required for any of these programs is 10% for the Housing and Home Improvement program which is part of the larger Home Care Community Block Grant program. Finally, staff is requesting to make application for the regular HOME program allocation through the consortium. The match amount is determined by the allocation of HOME funds and the projected match amount will be included in the annual budget process if approved. Staff is proposing to use the funding toward CCM's Grace Place project (formerly the huddle house project) in Kannapolis. Staff will work with CCM to see if any in kind match or nonfederal funds can be produced for this project to reduce the county's required amount. A public hearing will need to be held for the HOME program funding.

## **REQUESTED ACTION:**

Hold a public hearing.

Approve staff to make applications for the Weatherization, Heating and Air Repair and Replacement program, Housing and Home Improvement, Duke Energy programs, Blue Cross Blue Shield programs and the 2023-2024 HOME program and allow the county manager to execute any necessary contracts subject to legal review.

## **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

## SUBMITTED BY:

Kelly Sifford, AICP Assistant County Manager

## **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

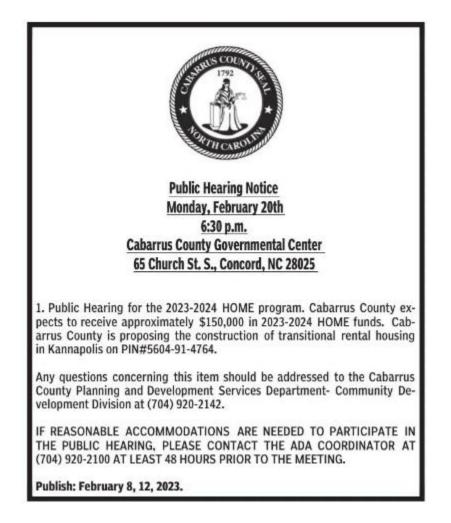
This item was approved by the Board for inclusion on the Agenda as a New Business item.

#### ATTACHMENTS:

- Public Hearing Notice Newspaper
- Public Hearing Notice Website

## THE INDEPENDENT TRIBUNE

February 8 and 12, 2023





Public Hearing Notice Monday, February 20th 6:30 p.m. Cabarrus County Governmental Center 65 Church St. S., Concord, NC 28025

1. Public Hearing for the 2023-2024 HOME program. Cabarrus County expects to receive approximately \$150,000 in 2023-2024 HOME funds. Cabarrus County is proposing the construction of transitional rental housing in Kannapolis on PIN#5604-91-4764.

Any questions concerning this item should be addressed to the Cabarrus County Planning and Development Services Department- Community Development Division at (704) 920-2142.

If reasonable accommodations are needed to participate in the public hearing, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the meeting.

Lauren Linker, Clerk to the Board

Posted February 8, 2023

## **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Reports

#### SUBJECT:

BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees

#### **BRIEF SUMMARY:**

This time is allotted during regular meetings to receive updates from commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the board as a whole to learn more about what is going on with the boards each commissioner is individually involved with.

#### **REQUESTED ACTION:**

Receive updates and discuss as needed.

## **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

#### SUBMITTED BY:

Lauren Linker, Clerk to the Board

## **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

## **CABARRUS COUNTY**



## BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

## AGENDA CATEGORY:

Reports

### SUBJECT:

BOC - Request for Applications for County Boards/Committees

### BRIEF SUMMARY:

Vacant Positions on the Cabarrus County Boards & Committees are as follows:

Boards & Committees	Vacancies/Expiring/Expired Terms	Term Expiration and/or Position
Active Living & Parks Commission	4	*
Adult Care Home Community Advisory Committee	13	**
Agricultural Advisory Board	n/a	*
Board of Equalization & Review	n/a	*
Centralina Workforce Development Board	n/a	*
Concord Planning Commission (ETJ)	1	*
Early Childhood Task Force Advisory Board	n/a	*
Harrisburg Fire Advisory Board	n/a	*
Harrisburg Planning & Zoning Board and Board of Adjustment (ETJ)	1	*
Home & Community Care Block Grant Committee	1	*
Human Services Advisory Board	n/a	*
Industrial Facilities & Pollution Control Financing Authority	n/a	*

Jury Commission	n/a	*
Juvenile Crime Prevention Council	n/a	*
Library Board of Trustees	n/a	*
Mental Health Advisory Board	1	*
Mt. Pleasant Planning Board & Board	n/a	
of Adjustment		
Nursing Home Community Advisory	9	**
Board		
Planning & Zoning Commission	1	*
Public Health Authority of Cabarrus	n/a	*
County		
Region F Aging Advisory Committee	2	*
Rowan-Cabarrus Community College	n/a	*
Board of Trustees		
Senior Centers Advisory Council	2	*
Tourism Authority	n/a	*
Transportation Advisory Board	7	*
Water & Sewer Authority of Cabarrus	n/a	*
County		
Youth Commission	4	Jay M. Robinson and
		West Cabarrus high
		schools

\*Term lengths and expirations vary per board roster.

\*\*Initial terms are for one year. Additional terms are for three years.

A description of each board/committee is attached along with an application for appointment. Visit the County's website to complete the online application. For more information, contact the Clerk at 704-920-2109 or go to https://www.cabarruscounty.us/boards-and-committees.

#### **REQUESTED ACTION:**

Review the aforementioned list of County Boards/Committees for the benefit of the viewing audience and encourage citizens to participate.

## **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

## SUBMITTED BY:

Lauren Linker, Clerk to the Board

## BUDGET AMENDMENT REQUIRED:

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

#### ATTACHMENTS:

- Boards & Committees Descriptions
- Concord ETJ Map
- Harrisburg ETJ Map
- Application
- Youth Commission Application

#### CABARRUS COUNTY

#### **BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES**

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact the Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at <u>www.cabarruscounty.us</u>.

A listing of the boards/committees is as follows:

#### ACTIVE LIVING AND PARKS COMMISSION

This commission advises on parks and recreation needs of County residents and assists the Parks Department in planning facilities and operational activities. The 11-member commission includes a representative from each of the 7 planning areas (Concord, Eastern, Kannapolis, Central, Midland, Northwest Cabarrus and Harrisburg), 2 at-large representatives, 1 representative from the Cabarrus School Board and 1 representative from the Kannapolis School Board. Appointments are for terms of three years.

#### ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

#### AGRICULTURAL ADVISORY BOARD

The Agricultural Advisory Board is designed to implement the provisions of the Voluntary Agricultural District Ordinance. The Board is charged with accepting applications to the voluntary agricultural districts, promoting the enhancement of agriculture in our county, and assisting the Cabarrus County Commissioners with information and positions regarding decisions impacting agricultural production in our county.

#### **ANIMAL PRESERVATION & PROTECTION ADVISORY COMMITTEE**

The committee's purposes are outlined as follows: (1) Review current operations of Cabarrus County Animal Control; (2) Provide educational materials in several languages to the Cabarrus County residents on Spay/Neuter, proper feeding, housing and healthcare for pets; (3) Establish a protocol for the availability for low cost spaying and neutering of pets belonging to indigent residents of Cabarrus County. Members serve two-year terms.

#### BOARD OF EQUALIZATION AND REVIEW

This board: (1) reviews the tax lists of the county for the current year to assure that all property is listed and appraised accurately; (2) hears any property owner's appeal concerning the value assigned to his property (or that of others); and (3) has the authority to make adjustments necessary to bring the valuation into line with the standards established by law. Members serve three-year terms.

#### CABARRUS COUNTY PLANNING AND ZONING COMMISSION

This commission serves a key role in shaping the future development of the county as it reviews subdivisions, assists in area plans, and makes land use decisions, some of which are forwarded to the Board of Commissioners. The commission also serves as the Board of Adjustment that hears and decides appeals of decisions by the Zoning Enforcement Officer, and grants special use permits/variances. Members include a representative from each of the 7 planning areas (Concord, Midland, Central, Eastern, Harrisburg, Kannapolis and Northwest Cabarrus), 2 at-large representatives and 3 Alternate members. Appointments are for terms of three years.

#### **CENTRALINA WORKFORCE DEVELOPMENT BOARD**

This group serves as the governing body for a variety of programs and their plans, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc. The County Commissioners appoint 4 persons representing Education, Organized Labor and the Private Sector (2) to serve on this six-county, 20-member board. Appointments are for terms of two years.

#### CONCORD PLANNING AND ZONING COMMISSION

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

#### HARRISBURG FIRE ADVISORY BOARD

The Harrisburg Fire Advisory Board advises the Town Council, Town Administrator and the Fire Chief on matters of policy, administration and operations. The board tracks the progress of the Harrisburg Fire Department's key objectives as outlined in the annual report, reviews the Department's By-Laws on an annual basis, and recommends changes to the Town Council for final approval.

#### HARRISBURG PLANNING AND ZONING BOARD

This board reviews, regulates development within and around the boundaries of the Town of Harrisburg and hears and decides on appeals of zoning within the Town's jurisdiction. The County Commissioners appoint one person who resides in the extraterritorial jurisdiction of the Town to serve for a term of three years.

#### HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

This advisory committee assists the Department of Aging with the development of the County Aging Funding Plan through the Home and Community Care Block Grant for Older Adults. The committee is composed of potential public and private providers of aging services, elected county officials, older adults and representatives of other aging interests in the county.

#### HUMAN SERVICES ADVISORY BOARD

This board is appointed by the Board of Commissioners to advocate, advise and consult regarding services within the Department of Human Services. The board is composed of five members who are appointed for three-year terms.

In the first year of organization, the terms will be staggered with three members appointed to three-year terms and two members appointed to two-year terms.

#### INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY

This authority provides for the issuance of revenue bonds to aid in financing (1) industrial and manufacturing facilities which provide job opportunities or better ways to help alleviate unemployment and raise below-average manufacturing wages and (2) pollution control facilities for industries. The 7-member authority meets as needed. Appointments are for terms of six years.

#### JURY COMMISSION

This commission is responsible for compiling the jury lists for the Courts. The Board of Commissioners appoints one member for a term of two years to the 3-member commission.

#### JUVENILE CRIME PREVENTION COUNCIL

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

#### LIBRARY BOARD OF TRUSTEES

The board advises the County Commissioners on matters relating to the Cabarrus County Library system, including the planning of programs, policies, facilities and budgetary matters. The seven-member board includes representatives selected from the areas of Concord (one member appointed by the Concord City Council and one member appointed by the County Commissioners), Mt. Pleasant, Harrisburg, Midland, and Kannapolis (2). Appointments are for terms of three years.

#### MOUNT PLEASANT PLANNING BOARD AND BOARD OF ADJUSTMENT

This board guides, reviews, regulates land development within and around the boundaries of the Town of Mt. Pleasant and hears and decides on appeals of zoning within the Town's jurisdiction. The Board of Commissioners appoints two persons who reside within the Town's extraterritorial jurisdiction area for terms of three years.

#### NURSING HOME COMMUNITY ADVISORY COMMITTEE

This committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

#### PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY

The authority seeks to enhance public/private health care partnerships, stabilize county dollars going to support health services, and to provide consolidation and long range planning for health services. It also acts as the local board of health and is charged to protect and promote the public health of the citizens of Cabarrus County. Membership is as follows: Member or designee of the Board of County Commissioners; Member of the Cabarrus County Medical Society; Member of the Cabarrus Physicians Organization; Member or designee of the CMC-NorthEast Medical Center Board of Trustees; and three members from the general public not affiliated with the above organizations, but recommended by the nominees of those organizations.

#### **REGION F AGING ADVISORY COMMITTEE**

This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

#### **ROWAN-CABARRUS COMMUNITY COLLEGE (RCCC) BOARD OF TRUSTEES**

This board governs the operation of the community college according to State law. The Cabarrus County Board of Commissioners makes two four-year appointments to the Board of Trustees.

#### SENIOR CENTERS ADVISORY COUNCIL

The Senior Centers Advisory Council aids in determining senior citizen activities to be provided by the County as well as activities and operations at the senior centers. The council is comprised of 11 members who work closely with the Active Living and Parks Department and Senior Center staff. Appointments are for three-year terms.

#### **TOURISM AUTHORITY**

This 9-member board is charged with the development of tourism, tourist-related events, facilities and other activities that serve to increase the amount of tourism in the County. The Board of Commissioners appoints membership as follows: Three members, including a County Commissioner and/or County Manager; three members from recommendations submitted by the Cabarrus County Tourism Authority; and three members from recommendations submitted by the Cabarrus Regional Chamber of Commerce. Appointments are for terms of three years.

#### TRANSPORTATION ADVISORY BOARD

This board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

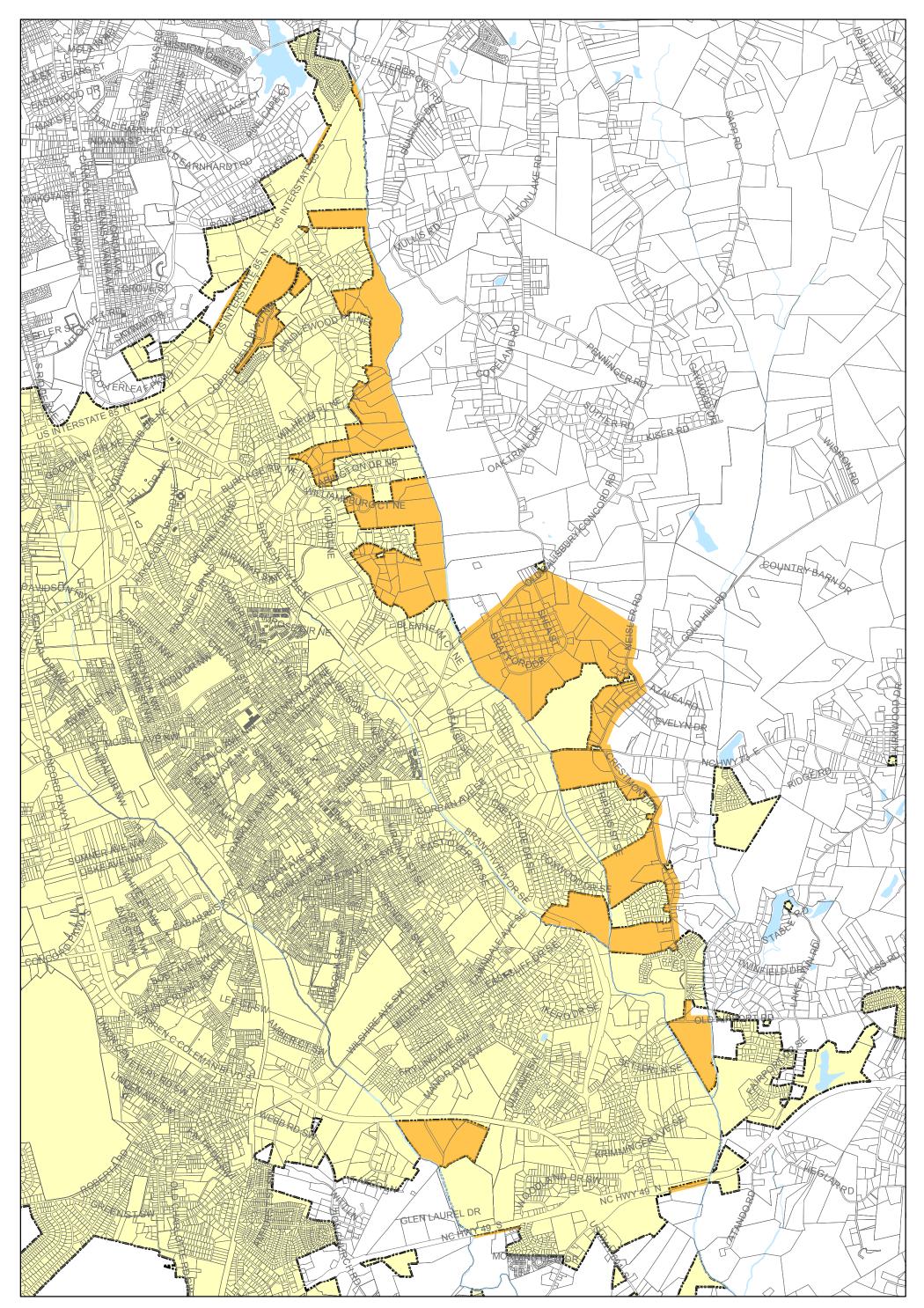
#### WATER & SEWER AUTHORITY OF CABARRUS COUNTY

The Water and Sewer Authority (WSACC) was established in 1992 by Cabarrus County and the four municipalities for the purpose of planning, constructing, owning, operating and maintaining water and sewer facilities in Cabarrus County. Membership of the board is as

follows: two members appointed by Cabarrus County; two members appointed by the City of Concord; two members appointed by the City of Kannapolis; one member appointed by the Town of Harrisburg; one member appointed by the Town of Mt. Pleasant; and one at-large member appointed by Cabarrus County with the advice of the municipalities. Appointments are for terms of three years.

#### YOUTH COMMISSION

The purpose of the Youth Commission is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Commission will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.



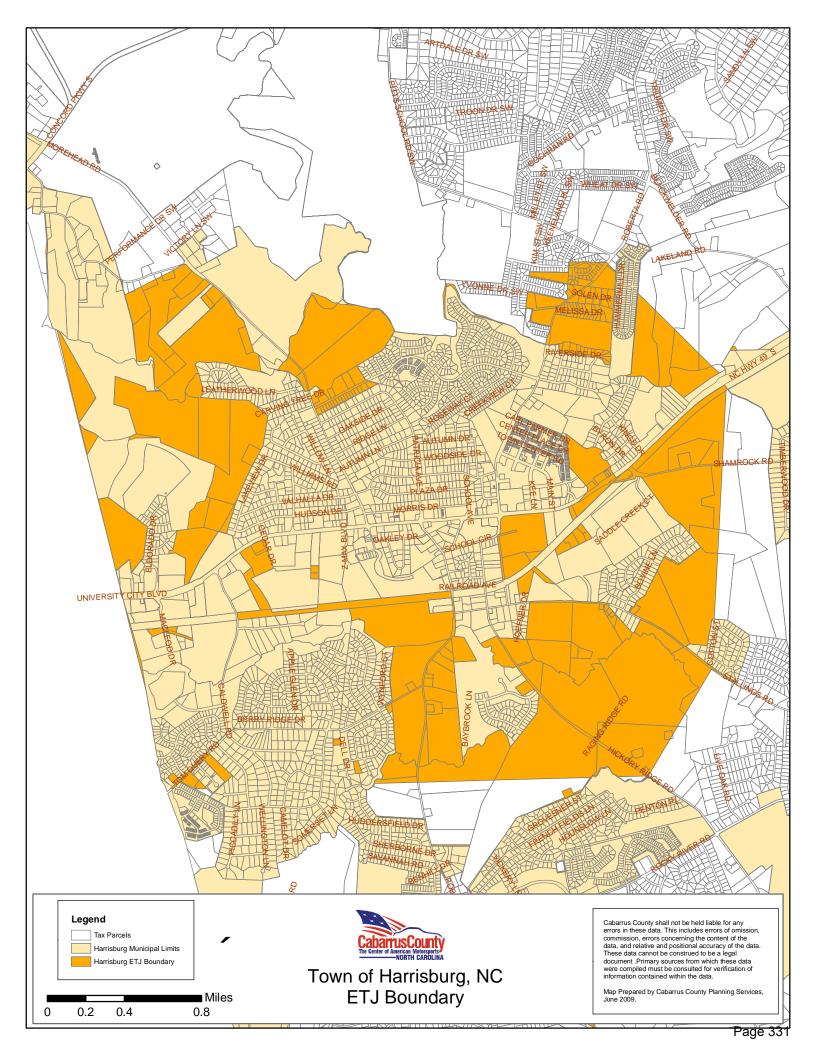


City of Concord Extraterritorial Jurisdiction (ETJ) ETJ City of Concord Parcels Rivers Lakes & Ponds Page 330



0.25 0.5 Miles

Map created: 6-3-2009



# Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, please complete the information below and return it to the CLERK TO THE BOARD OF COMMISSIONERS, P. O. BOX 707, CONCORD, NC 28026-0707, Fax (704) 920-2820. For more information about the various boards, you may contact the Clerk at (704) 920-2109.

Advisory Board(s) / Committee(s) Interested In: (Please list in order of preference)

1				
2				
3				
	x x x x x x x x x x x x	κχχχχ		
Name:				
Home Address:				
Mailing Address (if different):				
City / State / ZIP:				
Resident of Cabarrus County: Yes	_ No			
Telephone: Home:		Work:		
Cell:	·	Fax:		
Email Address:				
Occupation:				
Business Address:				
City / State / Zip:				
Do You Have a N. C. Driver's License?	Yes No		Age (optional):	
Number hours available per month for this posit	ion:			
Best time of day/or days available:				

Educational Background:	
Business and Civic Experience:	
Areas of Interest / Skills:	
Other County Boards / Committees / Commissions presently serving on:	
	Term Expiration Date:
Have you ever been charged with and / or convicted of a criminal offense?	If so, please explain

#### References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

Business / Occupation	Address	Telephone
	Business / Occupation	Business / Occupation     Address       Image: Address of the second seco

I understand that this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the N. C. Open Meetings Law (NCGS 143-318.10).

Date

# Cabarrus County Youth Commission Application

Full Name:			M	F (ch	eck one)
Street Address:					
City:	State:	Zip:		_	
Telephone (home): ()	(c	cell): ()_			
E-mail:		Date o	of Birth:		
Name(s) of Parents or Guardians:					
High School:			Gr	ade:	
Cumulative High School GPA:	Ye	ear of Expecte	d Graduatior	ı:	
School groups/clubs/activities in which yo	ou participate:				
List other activities you have been involve					
What interests you about being a membe					
What do you hope to accomplish though to learn?	being a member	of the Youth C	Commission?	What do y	ou hope

Are you available for evening meetings?		
References:		
Name:	Phone:	
Relationship to you:		
Name:	Phone:	
Relationship to you:		
Applicant Signature:	Date:	
Parent/Guardian Signature:		

Please return this application in person or via mail to:

Lauren Linker Clerk to the Board Cabarrus County P.O. Box 707 Concord, NC 28026-0707 Fax: 704-920-2820 lelinker@cabarruscounty.us







# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Reports

SUBJECT: Budget - Monthly Budget Amendment Report

### **BRIEF SUMMARY:**

The County Manager requested monthly report of Budget Amendments. This report shows all transfers of money from one appropriation to another in accordance with the Budget Ordinance for FY 2022-2023.

### **REQUESTED ACTION:**

For informational purposes. No action required.

## **EXPECTED LENGTH OF PRESENTATION:**

SUBMITTED BY:

Rosh Khatri, Budget Director

# BUDGET AMENDMENT REQUIRED:

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

### ATTACHMENTS:

B Report



YEAR PER JOURNAL SRC 2023 07 70080 BUA	EFF DATE 01/05/2023	ENT DATE 01/05/2023		CLERK ypine	da 1			BUD YEAR JNL TYPE 2023	
LN ORG OBJECT	PROJ REF1	REF2	REF3		LINE DESCRIPT ACCOUNT DESCRIPTIO			DEBIT	CREDIT OB
1 00192730 9610 2 00191910 9346	2730 2730	Frazier Frazier			Frazier Ambul Travel Frazier Ambul Fuel	lance M		1,537.00	1,537.00
					** JOURNA	AL TOTA	AL.	0.00	0.00
YEAR PER JOURNAL SRC 2023 07 70092 BUA	EFF DATE 01/05/2023	ENT DATE 01/05/2023		CLERK ypine	da 1			BUD YEAR JNL TYPE 2023	
LN ORG OBJECT	PROJ REF1	ref2	REF3		LINE DESCRIPT			DEBIT	CREDIT OB
1 00191115 9445 2 00191115 9610	1115 1115	Lexis Lexis			LexisNexis Purchased Services LexisNexis Travel			245.00	245.00
					** JOURNA	AL TOTA	۱L	0.00	0.00
YEAR PER JOURNAL SRC 2023 07 70116 BUA	EFF DATE 01/06/2023	ENT DATE 01/06/2023		CLERK blcon	rad 1			BUD YEAR JNL TYPE 2023	
LN ORG OBJECT	PROJ REF1	ref2	REF3		LINE DESCRIPT ACCOUNT DESCRIPTIO			DEBIT	CREDIT OB
	HTRAF 2110 HTRAF 2110	HTRAF HTRAF		т т	Technology Ec Technology Technology Ec Minor Technology E	quipmer	ıt	5,912.00	5,912.00
					Technology Technology Ec	quipmer Equipme	nt ent	5,912.00	5,912.00 0.00
2 00192110 9342 YEAR PER JOURNAL SRC 2023 07 70349 BUA			JNL DESC Legal REF3		Technology Technology EC Minor Technology E ** JOURNA	quipmer Equipme AL TOTA	at AL AUTO-REV	,	0.00



		1/2023	ENT DATE 01/11/2023 REF2	JNL DESC Legal REF3	CLERK ypine		ENTITY 1 LPTION			BUD YEAR JNL TYPE 2023 DEBIT	CREDIT OB
1 00191110 9 2 00191115 9		1115 1115	Legal Legal			ACCOUNT DESCRIPT Move funds Contracted Emplo Move funds Contracted Emplo	to Lega oyees to Lega	•		45,000.00	45,000.00
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	5 BUA 01/1	DATE 8/2023 REF1	ENT DATE 01/18/2023	JNL DESC F-7 REF3	CLERK snpol	itis	ENTITY 1			BUD YEAR JNL TYPE 2023 DEBIT	
LN ORG C	BJECT PROJ	KEFI	REF2	KEFS		LINE DESCRI ACCOUNT DESCRIPT				DERTI	CREDIT OB
1 00165410 6		BOC	F-7			Program Fees - (	Coop Ext				3,000.00
2 00195410 9		BOC	F-7			Special Program	Supplies	5		3,000.00	
3 001 5	704	BOC	F-7			Appropriations					3,000.00 1
4 001 5	703	BOC	F-7			Estimated Revenu	ues			3,000.00	1
						** JOUF	RNAL TOTA	٨L		3,000.00	3,000.00
YEAR PER JOURNA 2023 07 7049		DATE 8/2023	ENT DATE 01/18/2023	JNL DESC F-9	CLERK snpol		ENTITY 1			BUD YEAR JNL TYPE 2023	
LN ORG C	BJECT PROJ	RFF1	REF2	D==2							
			REFZ	ref3		LINE DESCRI				DEBIT	CREDIT OB
1 44195910 9		вос	F-9	KEF3		ACCOUNT DESCRIPT OPIOID PH A Public Health Au	TION Authority Jthority	/	2	210,000.00	
				KEF3		ACCOUNT DESCRIPT OPIOID PH A Public Health Au OPIOID Misc	TION Authority Jthority	/	2	210,000.00	210,000.00
1 44195910 9	397	BOC BOC	F-9	KEF3		ACCOUNT DESCRIPT OPIOID PH A Public Health Au OPIOID Misc Miscellaneous global gran	FION Authority Jthority C Dts prog		2	210,000.00	
1 44195910 9 2 44195910 9	0397 0259 VITAL	BOC BOC BOC	F-9 F-9	REF3		ACCOUNT DESCRIPT OPIOID PH A Public Health Au OPIOID Misc Miscellaneous	FION Authority Ithority C nts prog rogram I strated	- vital	2	210,000.00	210,000.00



YEAR 2023 LN		OURNAL SRC 70497 BUC OBJECT	01/18/2023	ENT DATE JNL DESC 01/18/2023 F-9 REF2 REF3	snpolitis 1 LINE DESCRIPTION	AUTO-REV N	STATUS BUD YEAR JNL Hist 2023 DEBIT	TYPE CREDIT OB
7 8 9	441 001 441 441 441	5704 5703 5707 5704 5707	ВОС ВОС ВОС ВОС	F-9 F-9 F-9 F-9 F-9	ACCOUNT DESCRIPTION Appropriations Estimated Revenues Budgetary FB - Unreser Appropriations Budgetary FB - Unreser		210,000.00 70,000.00 210,000.00	1 1 210,000.00 1 210,000.00 1 1
					** JOURNAL TO	TAL	490,000.00	490,000.00
2023		OURNAL SRC 70502 BUA OBJECT	01/18/2023	ENT DATE JNL DESC 01/18/2023 F-10 REF2 REF3	CLERK ENTITY snpolitis 1 LINE DESCRIPTION ACCOUNT DESCRIPTION	ÁUTO-REV N	STATUS BUD YEAR JNL Hist 2023 DEBIT	- TYPE CREDIT OB
2 3 4 5 6 7 8	00191 00161 10060	960 970118 925 940004 960 6901 000 6902 000 9830 5704 5703 5703		F-10 F-10 F-10 F-10 F-10 F-10 F-10 F-10	Cont to Comm Investmen Broadband Fund Balance Appropria Contribution From Gene Other Improvements Appropriations Estimated Revenues Estimated Revenues	ted	17,520,532.00 1,950,000.00 17,520,532.00 19,470,532.00 17,520,532.00	19,470,532.00 17,520,532.00 19,470,532.00 1 17,520,532.00 1 1 1 1
					** JOURNAL TO	TAL	36,991,064.00	36,991,064.00



YEAR PER JOURNAL SRC 2023 07 70567 BUA	EFF DATE 01/19/2023	ENT DATE 01/19/2023	JNL DESC Overtime			ENTITY 1			BUD YEAR JNL 2023	TYPE	
LN ORG OBJECT	PROJ REF1	REF2	REF3	100	LINE DESCR				DEBIT		CREDIT OB
				ACC	COUNT DESCRIP	IION					
1 00192715 9101	2715	Overtime		5-1	Overtime aries & Wage	c					10,000.00
2 00192715 9113	2715	Overtime			Overtime	5			10,000.00		
				ove	ertime						
					** JOU	RNAL TOT	AL		0.00		0.00
YEAR PER JOURNAL SRC 2023 07 70568 BUA	EFF DATE 01/19/2023	ENT DATE 01/19/2023	JNL DESC Fuel	CLERK ypineda		ENTITY 1			BUD YEAR JNL 2023	TYPE	
LN ORG OBJECT	PROJ REF1	REF2	REF3		LINE DESCR				DEBIT		CREDIT OB
				ACC	COUNT DESCRIP	IION					
1 00192715 9346	2715	Fuel		<b>E</b>	Increase f	uel			12,000.00		
2 00191910 9346	2715	Fuel		Fue	Increase f	uel					12,000.00
				Fue	27						
					** JOU	RNAL TOT	AL		0.00		0.00
YEAR PER JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC			ENTITY	ΔΠΤΟ-ΒΕΛ	STATUS	BUD YEAR JNL	TYPE	
2023 07 70636 BUA	01/23/2023	01/23/2023				1			2023		
LN ORG OBJECT	PROJ REF1	REF2	ref3	٨٢٥	LINE DESCR				DEBIT		CREDIT OB
				ACC							
1 00192145 9520	2145	Vehicle		T Aut	moving fro		nce		1,200.00		
2 00192140 9520	2145	Vehicle		Т	moving to	A/S					1,200.00
3 00192145 9346	2145	Vehicle		Aut T	os & Trucks moving fro		nce		1,200.00		
4 00192140 9346	2145	Vehicle		Fue	el 🥤				,		1 200 00
4 00192140 9346	2145	venicie		T Fue	moving to . el	4/5					1,200.00
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									0.00		0.00



YEAR PER JOURNAL SRC 2023 07 70733 BUA	EFF DATE 01/24/2023	ENT DATE 01/24/2023	JNL DESC Strat Pla		um	ENTITY 1	AUTO-REV N	STATUS Hist	BUD 1 2023	YEAR JNL	TYPE	
LN ORG OBJECT	PROJ REF1	ref2	ref3		LINE DESC	RIPTION			[	DEBIT		CREDIT OB
				A	CCOUNT DESCRI	PTION						
1 00191910 9660	BOC	Strat Plan		т	Strategic Contingency	Plan Cen	tralina					25,000.00
2 00191210 9445	BOC	Strat Plan		т	Strategic Purchased Serv		tralina		25,00	00.00		
					** JO	URNAL TOT	AL			0.00		0.00
YEAR PER JOURNAL SRC 2023 07 70844 BUA	EFF DATE 01/30/2023	ENT DATE 01/30/2023	JNL DESC Recruit	CLERK blconra	ıd	ENTITY 1	AUTO-REV N	STATUS Hist	BUD 1 2023	YEAR JNL	TYPE	
LN ORG OBJECT	PROJ REF1	REF2	ref3		LINE DESC	RIPTION			E	DEBIT		CREDIT OB
				A	ACCOUNT DESCRI	PTION						
1 00192110 9393	2110	Recruit		Т	Recruitment				4,00	00.00		
2 00192110 9316	2110	Recruit		т	Supplies							4,000.00
					••							
					** JO	URNAL TOT	AL			0.00		0.00
					** GR	AND TOTAL		37,4	484,00	64.00	37,4	84,064.00

12 Journals printed

\*\* END OF REPORT - Generated by Yesenia Pineda \*\*

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

### AGENDA CATEGORY: Reports

**SUBJECT:** Budget - Monthly Financial Update

## **BRIEF SUMMARY:**

The County Manager requested monthly reports displaying relevant information regarding the year-to-date budget.

## **REQUESTED ACTION:**

For informational purposes. No action required.

# **EXPECTED LENGTH OF PRESENTATION:**

## SUBMITTED BY:

Rosh Khatri, Budget Director

#### BUDGET AMENDMENT REQUIRED: No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

### ATTACHMENTS:

Report

#### Cabarrus County, North Carolina General Fund Statement of Revenues and Expenditures - Budget and Actual As of January 31, 2023\*

\*this report was pulled prior to month end close

	Budgete	d Am	ounts						riance with	% Collected
	Original		Final	Ac	tual Amounts	Enc	umbrances*	Fir	nal Budget	or Used
REVENUES										
Ad Valorem Taxes & Interest	(226,563,987)		(226,563,987)		(175,244,718)	\$	-	\$	51,319,269	77.3%
Other Taxes	(42,293,000)		(42,293,000)		(20,810,671)	Ŷ	-	Ŷ	21,482,329	49.2%
Intergovernmental Revenues	(25,147,250)		(28,398,433)		(10,188,029)		-		18,210,404	35.9%
Permits and Fees	(9,931,343)		(9,931,343)		(5,075,542)		-		4,855,801	51.1%
Sales and Services	(13,454,082)		(13,595,204)		(7,726,563)		-		5,868,641	56.8%
Investment Earnings	(200,000)		(200,000)		(4,368,194)		-		(4,168,194)	2184.1%
Miscellaneous/Other Finance Sources	(268,900)		(30,870,011)		(170,996)		-		30,699,015	0.6%
TOTAL REVENUES	(317,858,562)		(351,851,978)		(223,584,713)	\$	-	<b>\$</b> 1	28,267,265	63.5%
EXPENDITURES										
GENERAL GOVERNMENT										
Board of Commissioners	\$ 657,094	\$	612,094	\$	337,634	\$	-		274,461	55.2%
Legal	747,869		792,869		620,981		-		171,889	78.3%
County Manager	3,263,437		3,073,080		997,331		402,027		1,673,721	45.5%
Communications	881,947		873,243		314,601		6,980		551,662	36.8%
Human Resources	1,431,083		1,437,242		634,685		15,132		787,425	45.2%
Tax Collector	1,309,952		1,309,952		636,279		-		673,674	48.6%
Tax Administration	2,896,236		2,898,710		1,485,396		-		1,413,314	51.2%
Board of Elections	1,450,285		1,525,054		678,847		39,292		806,915	47.1%
Register of Deeds	724,395		744,395		408,533		-		335,862	54.9%
Finance	1,643,392		1,694,818		874,454		76,197		744,167	56.1%
Information Technology	8,409,701		9,237,126		4,178,941		583,995		4,474,189	51.6%
Non-departmental*	5,279,381		8,370,150		3,079,380		559,760		4,731,009	43.5%
COVID*	-		2,000,000		-		50,000		1,950,000	2.5%
Infrastructure & Asset Management										
Grounds Maintenance	3,248,549		2,155,549		809,497		586,386		759,666	64.8%
Administration	2,344,616		2,441,188		1,345,860		49,400		1,045,927	57.2%
Sign Maintenance	273,482		273,482		98,916		-		174,566	36.2%
Building Maintenance	3,703,494		3,664,302		1,324,194		490,307		1,849,802	49.5%
Facility Services	2,781,355		2,745,706		1,037,994		84,757		1,622,956	40.9%
Fleet Maintenance	1,389,398		1,913,206		346,638		1,125,261		441,307	76.9%
Contribution to Other Funds	48,300,874		68,321,406		50,790,874		-		17,530,532	74.3%
Total General Government	\$ 90,736,540	\$	116,083,573	\$	70,001,035	\$	4,069,493	\$	42,013,045	63.8%
PUBLIC SAFETY										
Sheriff										
Administration & Operations	\$ 26,415,592	\$	29,758,917		14,220,246		3,182,070	\$	12,356,601	58.5%
•	1 -7 -7	Ş			, ,		, ,	Ş		
Jail A simul Control	14,612,650		14,704,385		6,881,612		1,035,764		6,787,010	53.8%
Animal Control	1,030,695		1,139,609		625,251		88,693		425,665	62.6%
Animal Shelter	742,624		781,111		388,149		-		392,962	49.7%
Courts Maintenance	1,389,057		1,399,374		78,086		76,614		1,244,673	11.1%
Construction Standards	5,409,897		5,582,800		2,896,153		101,920		2,584,727	53.7%
Emergency Management	367,725		544,848		199,106		66,575		279,167	48.8%
Fire Services	1,715,283		1,727,794		912,216		137,765		677,812	60.8%
Fire Districts	1,400,000		1,400,000		657,124		-		742,876	46.9%
Emergency Medical Services	13,089,064		13,296,519		7,047,349		914,368		5,334,801	59.9%
Emergency Telephone	-		299,021		20,827		19,304		258,890	13.4%
Other Public Safety*	1,324,565		1,347,905		704,516		380,745		262,644	80.5%
Total Public Safety	\$ 67,497,152	\$	71,982,284	\$	34,630,635	\$	6,003,819	\$	31,347,829	56.5%

#### Cabarrus County, North Carolina General Fund Statement of Revenues and Expenditures - Budget and Actual As of January 31, 2023\*

\*this report was pulled prior to month end close

	<b>Budgeted Amounts</b>		ounts						ariance with	% Collected		
		Original		Final	Ac	tual Amounts	Enc	cumbrances*		inal Budget		or Used
ECONOMIC & PHYSICAL DEVELOPMENT												
Planning & Development												
Planning		752,779		761,212	\$	310,433	\$	-	\$	450,779		40.8%
Community Development		761,408		958,044	Ŷ	435,868	Ŷ	-	Ŷ	522,176		45.5%
Soil & Water Conservation		372,433		385,858		172,894		-		212,964		44.8%
Zoning Administration		271,689		271,689		144,954		15		126,719		53.4%
Economic Development Corporation		830,944		855,944		587,946		35,432		232,567		72.8%
Economic Development Incentives		1,750,000		1,750,000		48,462		-		1,701,538		2.8%
Other Economic & Physical Development*		1,589,433		1,589,433		179,631		49,000		1,360,802		14.4%
Total Economic & Physical Development	\$	6,328,686	\$	6,572,179	\$	1,880,188	\$	84,447	\$	4,607,544	. <u> </u>	29.9%
ENVIRONMENTAL PROTECTION												
Waste Reduction	Ś	_	\$	-	Ś	-	Ś	12,500	\$	(12,500)		0.0%
Total Environmental Protection	\$	-	\$	-	\$ <b>\$</b>	-	\$ <b>\$</b>	12,500	\$	(12,500)		-
HUMAN SERVICES												
Veterans Services	\$	430,425	\$	433,799	\$	184,476	\$	-	\$	249,323		42.5%
Cooperative Extension	Ŷ	448,484	Ŷ	495,467	\$	199,602	Ŷ	-	Ŷ	295,866		40.3%
Human Services				-55,-07	Ļ	100,002				233,000		-+0.370
Administration		5,774,978		6,033,499		3,253,632		384,436		2,395,431		60.3%
Economic Family Support Services		3,525,779		3,502,346		1,305,861		-		2,196,485		37.3%
Transportation		3,585,333		4,352,852		1,258,954		709,206		2,384,691		45.2%
Child Welfare		12,037,393		12,000,808		5,310,875		311,412		6,378,521		46.8%
Child Support Services		2,167,955		2,167,955		1,118,104		14,828		1,035,024		52.3%
Economic Services		9,597,964		9,597,964		4,428,625		-		5,169,339		46.1%
Adult and Family Services		2,681,248		2,796,674		1,321,640		16,149		1,458,885		47.8%
Nutrition		849,245		950,369		335,989		139,222		475,157		50.0%
Behavioral Health Division		-		379,805		108,079		-		271,726		28.5%
Senior Services		796,081		811,093		439,472		142,068		229,554		71.7%
Cabarrus Health Alliance		10,119,709		10,873,739		5,802,765		5,070,974		-		100.0%
Other Human Services*		690,511		1,765,511		627,923		1,248,772		(111,184)		106.3%
Total Human Services	\$	52,705,105	\$	56,161,881	\$	25,695,996	\$	8,037,067	\$	22,428,818		60.1%
EDUCATION .												
EDUCATION	ć	70 200 500	ć	70 200 500	ć	46 240 590	ć		ć	22.020.000		F0 20/
Cabarrus County Schools Operating	\$	79,269,580	\$	79,269,580	\$	46,240,580	\$	-	\$	33,029,000		58.3%
Kannapolis City Schools Operating		9,474,469		9,474,469		5,778,781		-		3,695,688		61.0%
RCCC Operating		3,951,954		3,951,954		2,305,304		-		1,646,650		58.3%
Cabarrus County Schools Capital		36,324		111,324		18,162		-		93,162		16.3% 50.0%
Kannapolis City Schools Capital RCCC Capital		8,832		8,832		4,416		-		4,416		50.0%
•		-		124 405		-		-		-		-
Other Education*	-	134,405 92,875,564	<u>,</u>	134,405	\$	78,400 54,425,643	<u>,</u>	35,170	-	20,835		84.5%
Total Education	\$	92,875,504	\$	92,950,564	Ş	54,425,643	\$	35,170	\$	38,489,751		58.6%
CULTURE & RECREATION Active Living & Parks												
Parks	\$	2,296,595	\$	2,462,490	\$	967,418	\$	200,562	\$	1,294,510		47.4%
Senior Centers	Ļ	862,387	Ļ	859,787	Ļ	407,447	Ļ	19,328	Ļ	433,012		49.6%
Library System		4,530,534		4,753,220		2,226,802		197,421		2,328,997		49.0% 51.0%
Other Cultural & Recreation*		4,530,554 26,000		26,000		26,000		94,500		(94,500)		463.5%
Total Culture & Recreation	\$	7,715,516	\$	8,101,497	\$	3,627,667	\$	511,811	\$	3,962,019	·	403.5% 51.1%
DEBT SERVICE												
	ć		ć		\$		ć		ć			
Schools	\$	-	\$	-	Ş	-	\$	-	\$	-		-
Other Total Debt Service	\$	-	\$		\$		\$		\$		\$	
		247.050.502		254 054 076		100 201 401		40.754.007		142 026 506		F0 441
TOTAL EXPENDITURES	Ş	317,858,562	\$	351,851,978	\$	190,261,164	\$	18,754,307	Ş	142,836,506		59.4%
Excess (deficiency) of revenues over (under) expenditures	ć		ć		ć	22 222 EVO	ć	(18 754 207)	ć	14 560 341		
over (under) expenditures	\$	-	\$	-	\$	33,323,548	\$	(18,754,307)	\$	14,569,241		

#### Cabarrus County, North Carolina Community Investment Fund Statement of Revenues and Expenditures - Budget and Actual As of January 31, 2023\*

\*this report was pulled prior to month end close

	Budgeted An		d Am	ounts						ariance with	% Collected
		Original		Final	Ac	tual Amounts	Encu	umbrances*	F	inal Budget	or Used
REVENUES											
Other Taxes	\$	(24,900,000)	\$	(24,900,000)	\$	(12,227,971)	\$	-	\$	12,672,029	49.1%
Intergovernmental Revenues		(720,000)		(720,000)		(363,489)		-		356,511	50.5%
Investement Earnings		-		-		(123,930)		-		(123,930)	100.0%
Other Finance Sources		(46,891,176)		(77,591,143)		(47,236,237)		-		30,354,906	60.9%
TOTAL REVENUES	\$	(72,511,176)	\$	(103,211,143)	\$	(59,951,626)	\$	-	\$	43,259,517	58.1%
EXPENDITURES											
Operations	\$	65,894,181	\$	79,423,616	\$	41,454,878	\$	13,400	\$	37,955,337	52.2%
Capital Outlay		6,616,995		23,787,527		-		-		23,787,527	0.0%
TOTAL EXPENDITURES	\$	72,511,176	\$	103,211,143	\$	41,454,878	\$	13,400	\$	61,742,865	40.2%
Excess (deficiency) of revenues											
over (under) expenditures	\$	-	\$	-	\$	18,496,748	\$	(13,400)	\$	(18,483,348)	

#### Cabarrus County, North Carolina Other Funds Statement of Revenues and Expenditures - Budget and Actual As of January 31, 2023\*

\*this report was pulled prior to month end close

		Budgete	d Amo	ounts					v	ariance with	% Collected
		Original		Final	Ac	tual Amounts	Enc	umbrances*	F	inal Budget	or Used
Arena and Events Center											
REVENUES											
Arena Other Finance Source Revenues	\$	(1,374,326)	\$	(2,967,326)	\$	(2,462,887)	\$	-	\$	504,439	83.0%
Fair Sales and Services		(749,831)		(749,831)		(583,680)		-		166,151	77.8%
Fair Investment Earnings		(15,000)		(15,000)		(24,864)		-		(9,864)	165.8%
Fair Miscellaneous Revenue		(5,000)		(5,000)		(16,509)		-		(11,509)	330.2%
Total Arena and Events Center Fund	\$	(2,144,157)	\$	(3,737,157)	\$	(3,087,939)	\$	-	\$	649,218	82.6%
EXPENDITURES											
Arena and Events Center	\$	1,374,326	\$	2,967,326	\$	820,626	\$	537,676	\$	1,609,024	45.8%
County Fair	Ŷ	769,831	Ŷ	769,831	Ŷ	495,628	Ŷ	17,925	Ŷ	256,278	66.7%
Total Arena and Events Center Fund	\$	2,144,157	\$	3,737,157	\$	1,316,254	\$	555,601	\$	1,865,302	50.1%
Landfill Fund											
REVENUES											
	÷	(62,000)	~	(62,000)	~	(12.020)	ć		~	40.004	20.70/
Intergovernmental Revenues	\$	(63,000)	\$	(63,000)	\$	(13,036)	\$	-	\$	49,964	20.7%
Permits and Fees		(150,000)		(150,000)		(63,126)		-		86,874	42.1%
Sales and Services		(1,330,000)		(1,330,000)		(642,367)		-		687,633	48.3%
Investment Earnings						(43,182)		-		(43,182)	0.0%
Other Financing Sources		(621,872)		(728,040)		(621,872)		-		106,168	85.4%
Total Landfill Fund	\$	(2,164,872)	\$	(2,271,040)	\$	(1,383,583)	\$	-	\$	887,456	196.5%
EXPENDITURES											
Landfill Operations	\$	2,164,872	\$	2,271,040	\$	859,422	\$	321,571	\$	1,090,047	52.0%
Total Landfill Fund	\$	2,164,872	\$	2,271,040	\$	859,422	\$	321,571	\$	1,090,047	52.0%
911 Emergency Telephone Fund											
REVENUES											
Intergovernmental Revenues	\$	(614,089)	\$	(614,089)	\$	(307,045)	\$	-	\$	307,044	50.0%
Investment Earnings	Ŷ	(1,500)	Ŷ	(1,500)	Ŷ	(7,961)	Ŷ		Ŷ	(6,461)	530.8%
Other Finance Sources		(1,500)		(1,500)		(7,501)		_		(0,401)	0.0%
Total 911 Emergency Telephone Fund	\$	(615,589)	\$	(615,589)	\$	(315,006)	\$		\$	300,583	51.2%
	<u>,</u>	(015,585)	Ş	(015,585)	<u>,</u>	(313,000)	<u>,</u>		<u>,</u>	300,383	
EXPENDITURES											
Operations	\$	615,589	\$	615,589	\$	58,686	\$	25,836	\$	531,067	13.7%
Debt Service		-		-		-		-		-	0.0%
Total 911 Emergency Telephone Fund	\$	615,589	\$	615,589	\$	58,686	\$	25,836	\$	531,067	13.7%
Self-Insured Funds											
REVENUES											
Sales and Services	\$	(19,359,393)	\$	(19,359,393)	\$	(9,555,710)	\$	-	\$	9,803,683	49.4%
Investment Earnings		(11,000)		(11,000)		(67,988)		-		(56,988)	618.1%
Miscellaneous		(1,142,014)		(1,142,014)		(545,824)		-		596,190	47.8%
Other Finance Sources		(481,975)		(504,216)		-		-		504,216	0.0%
Total Self-Insured Funds	\$	(20,994,382)	\$	(21,016,623)	\$	(10,169,522)	\$	-	\$	10,847,101	48.4%
EXPENDITURES											
Workers Compensation Insurance	\$	1,617,305	\$	1,617,305	\$	599,479	\$		\$	1,017,826	37.1%
•	Ş		Ş		Ş		Ş	-	Ş		
Liability Insurance		1,685,000		1,685,000		1,016,409		-		668,591	60.3%
Dental Insurance		502,000		502,000		290,399		-		211,601	57.8%
Hospitalization Insurance		17,190,077	-	17,212,318		7,465,119	-	1,272,945		8,474,254	50.8%
Total Self-Insured Funds	\$	20,994,382	\$	21,016,623	\$	9,371,406	\$	1,272,945	\$	10,372,272	50.6%

#### Cabarrus County, North Carolina Other Funds Statement of Revenues and Expenditures - Budget and Actual As of January 31, 2023\*

\*this report was pulled prior to month end close

	Budgeted	Amounts			Variance with	% Collected
	Original	Final	Actual Amounts	Encumbrances*	Final Budget	or Used
Fire Districts Fund						
REVENUES						
Ad Valorem Taxes	\$ (6,497,950)	\$ (6,497,950)	\$ (4,771,817)	<u>\$</u> - <b>\$</b> -	\$ 1,726,133	73.4%
Total Fire Districts Fund	\$ (6,497,950)	\$ (6,497,950)	\$ (4,771,817)	\$ -	\$ 1,726,133	73.4%
EXPENDITURES						
Fire Districts	\$ 6,497,950	\$ 6,497,950	\$ 4,771,906	\$-	\$ 1,726,044	73.4%
Total Fire Districts Fund	\$ 6,497,950	\$ 6,497,950	\$ 4,771,906	\$-	\$ 1,726,044	73.4%
Social Services Fund						
REVENUES						
Sales and Services	\$ (400,000)	\$ (400,000)	\$-	\$-	\$ 400,000	0.0%
Total Social Services Fund	\$ (400,000)	\$ (400,000)	\$ -	\$-	\$ 400,000	0.0%
EXPENDITURES						
Operations	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ 400,000	0.0%
Total Social Services Fund	\$ 400,000	\$ 400,000	\$ -	\$-	\$ 400,000	0.0%
Intergovernmental Fund						
REVENUES						
Sales and Services	\$ (2,080,000)	\$ (2,080,000)	\$ (1,054,836)	\$ -	\$ 1,025,164	50.7%
Total Intergovernmental Fund	\$ (2,080,000)	\$ (2,080,000)	\$ (1,054,836)	\$-	\$ 1,025,164	50.7%
EXPENDITURES						
Operations	\$ 2,080,000	\$ 2,080,000	\$ 938,719	\$ -	\$ 1,141,281	45.1%
Total Intergovernmental Fund	\$ 2,080,000	\$ 2,080,000	\$ 938,719	<u>\$</u> -	\$ 1,141,281	45.1%
TOTAL REVENUES	\$ (34,896,950)	\$ (36,618,358)	\$ (20,782,703)	\$-	\$ 15,835,655	56.8%
TOTAL EXPENDITURES	\$ 34,896,950	\$ 36,618,358	\$ 17,316,392	\$ 2,175,953	\$ -	53.2%
	+,,-			,,	<u>·</u>	
Excess (deficiency) of revenues						
over (under) expenditures	<u>\$</u> -	\$-	\$ 3,466,311	\$ (2,175,953)	\$ 15,835,655	

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Reports

#### **SUBJECT:** County Manager - Monthly Building Activity Reports

# **BRIEF SUMMARY:**

The Board of Commissioners requested monthly reports of building and permit activities including information of plans under review.

## **REQUESTED ACTION:**

For informational purposes. No action required.

# **EXPECTED LENGTH OF PRESENTATION:**

### SUBMITTED BY:

Kelly Sifford, Assistant County Manager

# BUDGET AMENDMENT REQUIRED:

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

#### ATTACHMENTS:

- Report
- n Report

# Cabarrus County Construction Standards Dodge Report 1/1/2023-1/31/2023

Jurisdiction: All

New Construction				
Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses Detached	101	51	51	\$9,872,307.00
Single Family Houses Attached	102	15	15	\$2,135,040.81
Five or More Family Buildings	105	1	97	\$20,000,000.00
Manufactured Home (Mobile Homes)	106	4	0	\$60,500.00
Amusement, Social, and Recreational	318	2	0	\$1,136,000.00
Churches and Other Religious Buildings	319	1	0	\$450,000.00
Industrial Buildings	320	<u>1</u>	0	\$106,000.00
Service Stations and Repair Garages	322	<u>1</u>	0	\$1,900,000.00
Office, Bank, and Professional Buildings	324	4	0	\$7,930,000.00
Schools and Other Educational Buildings	326	<u>1</u>	0	\$148,800.00
Stores and Customer Services	327	7	0	\$7,135,996.00
Other Nonresidential Buildings	328	15	0	\$47,102,943.00
Structures Other Than Buildings	329	15	0	\$625,269.00
Other	999	<u>8</u>	0	\$553,482.00
Sub Total (Ne	w Construction)	126	- <u> </u>	\$99,156,337.81
Addition, Alteration, and Conversion				
Description	Const Code	Buildings	Housing Units	Estimated Cost
Additions, Alterations and Conversions - Residential	434	3	0	\$185,253.06
Additions, Alterations and Conversions - Nonresidential and No housekeeping	437	1	0	\$250,000.00
Sub Total (Addition, Alteration, a	Ind Conversion)	4	0	\$435,253.06
Demolition of Buildings				
Description	Const Code	Buildings	Housing Units	Estimated Cost
All Other Buildings and Structures	649	2	0	\$635,000.00
Sub Total (Demolitie	on of Buildings)	2	0	\$635,000.00
	Grand Total	132	163	\$100,226,590.87

	File Date	Address	Application Name	Description	Est Cost	Est Sq Ft
BU2023-00014	1/3/2023	3631 EMERSON HILLS ST KANNAPOLIS, NC 28083	New Dimensions Outdoor Services	INSTALLATION OF (8) MECHANICALLY STABILIZED EARTH WALLS AS SPECIFIED ON SITE PLANS AS: WALL NO. 1 WALL NO. 2 WALL NO. 3 WALL NO. 3 WALL NO. 4 WALL NO. 5 WALL NO. 5 WALL NO. 6 WALL NO. 7 WALL NO. 8	\$215,000	0
BU2023-00027	1/5/2023	1420 CONCORD PKWY S CONCORD, NC 28027	GILBANE BUILDING COMPANY	Eli Lilly Concord Manufacturing Facility - Visitor's Center	\$945,000	3,600
BU2023-00028	1/5/2023	1560 CONCORD PKWY N CONCORD, NC 28025	CHRISTIAN BROTHERS, INC T/A CBI GENERAL CONTRACTORS, INC	Discount Tire (NCC 46)~~NEW 1-story commercial building including interior build-out with associated site and parking upgrades.	\$1,900,000	8,815
BU2023-00029	1/5/2023	1300 GLENN AVE KANNAPOLIS, NC 28081	Mc Knight School Repair (busted pipes)	busted pipes flooded McKnight School replace some fixtures and fix plumbing and all damaged building elements	\$50,000	5
BU2023-00033	1/5/2023	7940 US HWY 601 S CONCORD, NC 28025	ERICSSON INC	T-Mobile (#5CT0456A) T-Mobile 5CT0456A proposed equipment upgrade on the existing cell tower. There is no change to structure height or ground space (876270_627196)	\$20,165	0
BU2023-00037	1/5/2023	215 IRVAN CT NW CONCORD, NC 28027	Xinzi Ji, owner and operator of SENPU INTERNATION TRADING	SENPU INTERNATION TRADING~~THIS WAREHOUSE WILL BE USED FOR PURE STORAGE OF THE FENCING MATERIALS.	\$150,000	10,000
BU2023-00038	1/5/2023	133 STONECREST CIR SW CONCORD, NC 28027	CITYSCAPE ROOFING INC.	Replace 7 skylights with like materials	\$148,800	916
BU2023-00041	1/6/2023	11701 PEACH ORCHARD RD CHARLOTTE, NC 28215	Tower Engineering Professionals	Verizon ~~ to add/replace antennas and RRUs on existing water tower with no changes to tower height or ground space.	\$15,000	0

			Cabarrus County Commercial Building	ng Plan Review Summary		
			Begin Date: 1/1/2023 through E	nd Date: 1/31/2023		
BU2023-00043	1/6/2023	615 WILSHIRE AVE SW CONCORD, NC 28025	MASTEC NETWORK SOLUTIONS	AT&T Site: 074-549Proposed ground work: · REMOVE (6) COAX CABLES · ADD (2) DC POWER TRUNKS · ADD (1) FIBER TRUNK · REMOVE (1) TE45V3 PP · ADD (1) EMERSON ODN512 PP · RE-USE BATTERIES FROM THE TE45V3 IN THE ODN512 · ADD (6) 50 AMP EMERSON BREAKERS · ADD (3) 25 AMP EMERSON BREAKERS · UPGRADE FLX16 BREAKER TO 80 AMP · ADD (3) SFP3LT'S · ADD (3) SFP3HT'S · ADD (3) SFP3HT'S · ADD (1) GPS RECEIVER · ADD (1) GPS RECEIVER · ADD (1) GPS RECEIVER · ADD (11) EMERSON RECTIFIERS · FLX16 DOOR UPGRADE - PART CEQ.21183 - PURCELL, 200004843, UNIVERSAL UPGRADE KIT FOR, ERICSSON LTEV1 CABINET, 200001746 Proposed tower work: · REMOVE (3) RRUS-11 B12'S IN P4 · ADD (3) AIR6449 B77D ANTENNAS IN P4 · ADD (3) AIR6449 B77D ANTENNAS IN P3 · ADD (3) RRUS 4478 B12A · RRU MOUNTING BRACKETS NEED TO INCLUDE (3) NEW B2B DUAL RRU MOUNTING BRACKETS FOR AIR64XX ANTENNAS · ADD (12) SFP-28'S FOR TOP OF THE TOWER · MSTALL (1) RAYCAP DC6-48-60-24-8C-EV · REMOVE (6) COAX CABLES · ADD (1) FIBER TRUNK	\$25,000	0
BU2023-00044	1/6/2023	4351 MAIN ST HARRISBURG, NC 28075	CSAW	Install Channel Letters SIGN	\$3,500	0
BU2023-00048	1/6/2023	244 BETSY CARPENTER PL SW CONCORD, NC 28025	G.W. LILES CONSTRUCTION COMPANY, INC	Cabarrus County Animal Shelter ~~ This project will include the installation of a temperature controlled exterior facility for the Animal Shelter. The proposed improvements include a refrigeration area, accessible route improvements, utility routing to serve the new facilities, and site improvements to help maintain the circulation for the Animal Shelter loading area.	\$40,000	510
BU2023-00055	1/9/2023	10601 POPLAR TENT RD HUNTERSVILLE, NC 28078	NEW DIMENSIONS OUTDOOR SERVICES INC	SKYBROOK CORNERS - RETAINING WALL~~INSTALLATION OF (4) MECHANICALLY STABILIZED EARTH WALLS	\$60,000	940
BU2023-00056	1/9/2023	4921 STOUGH RD CONCORD, NC 28027	CASCO SIGNS INC	Quan Plumbing Awning~~installing one awning that is non illuminated	\$3,800	0

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BU2023-00072	1/10/2023	8623 CONCORD MILLS BLVD CONCORD, NC 28027	Sign Connection, Inc. / Dana Stowe	BIG BLUE SWIM SCHOOL~~INSTALL ONE INTERNALLY ILLUMINATED WALL SIGN	\$1,500	0
BU2023-00074	1/10/2023	635 ALFRED BROWN JR CT SW CONCORD, NC 28025	LCJ Construction	Build 16 x 18' office inside waste/garbage building.	\$26,000	288
BU2023-00075	1/10/2023	25 BARBRICK AVE SW CONCORD, NC 28025	ANDREW HOLTON, NOVI FLATS LLC (owner as installer)	Novi Flats Building Murals~~There will be (2) murals constructed of Direct Printed ACM Panels on each end of the Novi Flats building.	\$12,412	1,224
BU2023-00082	1/10/2023	7970 LYLES LN NW CONCORD, NC 28027	PARKWAY C&A, LP	CHUCK E CHEESE #381~~The scope of work detail of the exterior includes painting, sconces, new doors, a typical Chuck E Cheese. Interior includes painting, replacing seating/furniture upgrade, new games, new wall finishes, décor and lighting. We will be reconfiguring the vestibule and entry half walls and removing the current stage area and replacing with a dance floor (game) with a video wall. This is to include changing out fixtures & vanities to make ADA compliant upgrades to the restrooms.	\$425,000	11,490
BU2023-00084	1/10/2023	354 GEORGE W LILES PKWY NW CONCORD, NC 28027	COLONY BUILDERS INC	Sunny Day Pediatric Dentistry~~Interior Upfit / Alteration for new Dental Practice	\$267,000	2,084
BU2023-00094	1/11/2023	908 S CANNON BLVD KANNAPOLIS, NC 28083	B2L CONSTRUCTION, LLC	Replace hot water heater and add toilet in bathroom	\$41,000	60
BU2023-00096	1/11/2023	8111 CONCORD MILLS BLVD, SUITE# 2100 CONCORD, NC 28027	GILBANE RESIDENTIAL CONSTRUCTION, LLC	Primark~~Interior alteration of anchor store for new anchor. Including BoH office space and stock room. New mechanical, electrical and plumbing to support the store services. ~~ Retail store upfit inside of the Concord Mills mall. Has a Back of House Space and a retail area for store sales.	\$5,000,000	42,000
BU2023-00107	1/12/2023	7550 WEST WINDS BLVD NW CONCORD, NC 28027	CHOATE CONSTRUCTION COMPANY	NASCAR Production Facility~~This submission is for the Interior Upfit of NASCAR's production studios and offices.	\$7,168,000	58,200
BU2023-00124	1/17/2023	230 INTERNATIONAL DR NW CONCORD, NC 28027	IKES CONSTRUCTION INC	City of Concord ABC Operations Center Addition~~8,615 S-1 warehouse space addition to existing Concord ABC Operations Center containing existing office, wholesale, and warehouse spaces.	\$1,695,503	8,615
BU2023-00127	1/17/2023	10701 CLAYSTONE DR DAVIDSON, NC 28036	PRESTIGE BUILDING COMPANY INC	Adair Woods Residents' Pool House/Amenity Center	\$191,000	1,106
BU2023-00130	1/17/2023	413 GOODMAN RD CONCORD, NC 28027	LAROQUE CONSTRUCTION, LLC	Installation and Anchoring `additional Maintenance Access Platforms to an existing conveyance system within an existing warehouse.	\$76,620	200
BU2023-00150	1/18/2023	5324 ALLBURN PKWY CONCORD, NC 28027	TAYLOR MORRISON OF CAROLINAS, INC	COMMERCIAL SALES MODULAR UNIT~~640 heated sf	\$5,000	640
BU2023-00151	1/18/2023	1420 CONCORD PKWY S CONCORD, NC 28027	Eli Lilly Concord - (Buildings 2. 4, and 6 UPFIT)	Eli Lilly Concord - (Buildings 2. 4, and 6 UPFIT)~~Interior fit out construction of the Device Assembly and Packaging (DAP) Building 4, Central Corridor Building 2, and Warehouse Interface Building 6 at the Eli Lilly Concord Pharmaceutical Manufacturing Site.	\$38,230,598	379,100
BU2023-00152	1/18/2023	200 S MAIN ST KANNAPOLIS, NC 28081	SUMMIT DESIGN + BUILD LLC VIDA 2	VIDA 2 LEVELS 2-7 97 UNITS	\$20,000,000	85,058
BU2023-00153	1/18/2023	200 S MAIN ST KANNAPOLIS, NC 28081	SUMMIT DESIGN + BUILD LLC MERCHANTILE	VIDA 2 MERCHANTILE	\$100,000	3,100
BU2023-00154	1/18/2023	200 S MAIN ST KANNAPOLIS, NC 28081	SUMMIT DESIGN + BUILD LLC ASSEMBLY	ASSEMBLY VIDA 2	\$3,000,000	3,000

BU2023-00158	1/18/2023	8475 AUTOMATION DR NW CONCORD, NC 28027	RANGER CONSTRUCTION COMPANY INC	DHL Occupied Interior Renovation~~Office expansion with new finishes throughout. New demising wall with warehouse electrical work.	\$670,000	6,998
BU2023-00159	1/19/2023	2702 N CANNON BLVD KANNAPOLIS, NC 28083	BETACOM INCORPORATED	Verizon Wireless Sub-6 GHZ Project 148821 - BU #870073~~Installing 3 antennas	\$20,000	0
BU2023-00161	1/19/2023	1560 CONCORD PKWY N CONCORD, NC 28025	CHRISTIAN BRO, INC T/A CBI GEN CONTR, INC (WALL)	Discount Tire (NCC 46)~~CASTIN PLACE RETAINING WALL	\$173,000	0
BU2023-00164	1/19/2023	316 JACKSON PARK RD KANNAPOLIS, NC 28083	William Johnson	remove old shed building clean and prep old concrete slab anchor new shoe plates erect walls and truss. apply tin siding and roof install three roll up doors two man doors and seven windows. old building is 20 by 58 new building is 20 by 55	\$20,000	1,100
BU2023-00166	1/19/2023	2640 JIM JOHNSON RD CONCORD, NC 28027	NEW DIMENSIONS OUTDOOR SERVICES INC	EMERSON GLEN - WALL NO. 8~~INSTALLATION OF (1) MECHANICALLY STABILIZED EARTH WALL AS SPECIFIED ON SITE PLANS AS:	\$12,000	0
BU2023-00173	1/20/2023	12410 GREY COMMERCIAL DR MIDLAND, NC 28107	ATLAS SIGN INDUSTRIES OF NC LLC	WALL NO. 8 CES MIDLAND~~INSTALL 1 INTERNALLY ILLUMINATED LETTER SQUARES AND U.S. GRAPHIC WITH WALL GRAPHICS.	\$2,393	0
BU2023-00177	1/20/2023	1560 CONCORD PKWY N CONCORD, NC 28025	MATTHEW JOHNSON - RACKING	INSTALLATION OF NEW METAL TIRE RACKS	\$55,000	55,000
BU2023-00188	1/20/2023	5318 LANGFORD AVE NW CONCORD, NC 28027	Joel White	replaces "Welcome to Concord" sign with new sign.	\$2,500	0
BU2023-00190	1/20/2023	1272 UNION ST S CONCORD, NC 28025	Joel White	Replaces existing "Welcome to Concord" Sign at 1272 Union Street South	\$2,500	0
BU2023-00191	1/20/2023	871 CHURCH ST N CONCORD, NC 28025	Joel White	Replacement of "Welcome to Concord" sign at 871 Church Street North	\$2,500	0
BU2023-00192	1/20/2023	224 DEAL ST SE CONCORD, NC 28025	Joel White	Replacement of "Welcome to Concord" sign at 224 Deal Street	\$2,500	0
BU2023-00196	1/23/2023	349 COPPERFIELD BLVD NE CONCORD, NC 28025	NICHOLAS SARLAK	Appliances 4 Less Signage~~Face-illuminated channel letters, 1' 10-11/16" (h) x 35' 8" (w) "APPLIANCES / LESS", with 2' 10" (h) number "4". 101.07 square foot of proposed sign with tenant storefront area of 12.96 sq. ft.	\$2,000	0
BU2023-00199	1/23/2023	118 S MAIN ST KANNAPOLIS, NC 28081	DAVID C ROWLAND	Kannapolis Ventures~~Tenant upfit for mercantile space on the second floor for antiques and mercantile booths.	\$575,000	35,328
BU2023-00225	1/24/2023	3030 DERITA RD CONCORD, NC 28027	HSE Permit Solutions	Clearance Bar, Freestanding Order Canopy & Menu Board for Panda Express Drive Through	\$18,000	0
BU2023-00227	1/24/2023	106 OLD DAVIDSON PL NW CONCORD, NC 28027	D R REYNOLDS COMPANY INC	ROOF REPAIR	\$106,000	1,660
BU2023-00229	1/24/2023	1020 DERITA RD CONCORD, NC 28027	MYERS & CHAPMAN, INC.	Celgard Operation Recovery Room~~Construction of a new, 3208 SF, Recycling Equipment Room within the Celgard facility. The scope of work will include 2 Chillers and a small pump located on the exterior of the facility.	\$1,640,182	3,208
BU2023-00230	1/24/2023	380 GEORGE W LILES PKWY NW CONCORD, NC 28027	FOURTH ELM CONSTRUCTION, LLC (SHELL)	NEW Starbucks Concord~~SHELL	\$1,015,376	2,500

BU2023-00245	1/25/2023	8111 CONCORD MILLS BLVD CONCORD, NC 28027	RITE LITE SIGNS INC.	The Escape Room Signage~~2 large Illuminated Channel letter wall signs	\$17,885	0
BU2023-00257	1/26/2023	4725 CORPORATE DR NW CONCORD, NC 28027	ELFORD INC	Project Lithium will be an upfit to the existing 12,000 sq. ft. of warehouse space. 7,000 sq. ft. will be constructed as a modular clean room. ~~ 2,500 sq. ft. will be designated as a utility/maintenance room. This will house all necessary utilities needed for pharmaceutical manufacturing. ~~ 2,500 sq. ft. will be designated as a shipping and receiving area.	\$1,100,000	16,800
BU2023-00259	1/26/2023	120 CASCADE DR NW CONCORD, NC 28027	BUCKHORN BUILDERS, INC	Morrison Brothers Cascade~~Create a room for door / frame fabrication. Conference room and some office space renovation.	\$130,000	9,038
BU2023-00260	1/26/2023	70 UNION ST S CONCORD, NC 28025	PURPLE STAR SIGNS	The Lenz Studio Signage~~Need to add sign and sign mount.	\$253	0
BU2023-00263	1/26/2023	2334 JIM JOHNSON RD CONCORD, NC 28027	NEW DIMENSIONS OUTDOOR SERVICES INC	EMERSON GLEN - WALL NO. 16~~INSTALLATION OF (1) MECHANICALLY STABILIZED EARTH WALL AS SPECIFIED ON SITE PLANS AS: WALL NO. 16	\$12,000	0
BU2023-00265	1/26/2023	4790 GOLD HILL RD E GOLD HILL, NC 28071	HIGHTOWER COMMUNICATIONS INC	TMOBILE~~TOWER SCOPE OF WORK: · RELOCATE (1) RFS - APXV18-206516S-C-A20 ANTENNA · RELOCATE (1) ERICCSON - KRY 112 489/2 TMA · INSTALL STANDOFF MOUNT PIPE EXTENSION, 10"± · INSTALL (1) ANDREW - VHLP3-11/A MICROWAVE DISH · INSTALL (1) CERAGON - RFU-D-HP ODU · INSTALL (1) LMR-400 (1/2") CABLE GROUND SCOPE OF WORK: · INSTALL (1) IP20A (part of ODU Radio)	\$8,000	0
BU2023-00272	1/26/2023	13575 BROADWAY AVE MIDLAND, NC 28107	TODD R. KIMREY	Hartsell Funeral Home Crematory~~installing pet cremation retort. Install motor operated lover for makeup air. Altering trusses for exhaust stack, installing 90 amp service to unit.	\$12,660	1,600
BU2023-00277	1/27/2023	116 S S. MAIN St ST KANNAPOLIS, NC 28081	LIVE OAK HOMES & RENOVATIONS LLC	Wellhouse Chiropractic~~COMMERCIAL UPFIT	\$78,000	2,400
BU2023-00278	1/27/2023	1470 S MAIN ST MT PLEASANT, NC 28124	LCJ CONSTRUCTION COMPANY INC	UPFIT TO WINDOWS AND BRICK	\$75,000	2,800
BU2023-00280	1/27/2023	7340 POPLAR TENT RD CONCORD, NC 28027	Patriot Awning Company	FAST FRIENDLY MART ~~New awnings over storefront windows and main entrance.	\$10,500	100
BU2023-00285	1/27/2023	7970 LYLES LN NW CONCORD, NC 28027	Artisan Signs and Graphics	SIGNS: REBRANDING CHUCK E CHEESE	\$5,000	0
BU2023-00288	1/27/2023	8825 DAVIDSON HWY CONCORD, NC 28027	KAMRAN MUMTAZ (SHELL)	ODELL CORNERS~~New RETAIL building and related site improvements. A retaining wall for the site has already been permitted./ REPLACED BU2022-03032	\$625,000	9,990
BU2023-00290	1/30/2023	582 KANNAPOLIS PKWY CONCORD, NC 28027	JACOBS GROUP, INC.	Ideal Dental~~TENANT UP-FIT OF 1st GENERATION NON- SPRINKLERED UNFINISHED SHELL SPACE	\$417,000	2,025
BU2023-00292	1/30/2023	8603 CONCORD MILLS BLVD CONCORD, NC 28027	SIGNAL POINT SYSTEMS	Verizon Concord NextGen Refresh~~Remodel-Verizon Wireless location to include Demolition, interior, and electrical work.	\$275,000	3,715

Cabarrus County Commercial Building Plan Review Summary														
Begin Date: 1/1/2023 through End Date: 1/31/2023														
BU2023-00295	1/30/2023	3003 DALE EARNHARDT BLVD KANNAPOLIS, NC 28083		Pet Emergency~~Casco will be installing two panel change outs for an existing monument sign. Casco will also be installing two directional signs on site.	\$7,000	104								
BU2023-00301	1/30/2023	8875 CHRISTENBURY PKWY CONCORD, NC 28027	RECTENWALD BROTHERS CONSTRUCTION INCORPORATED	Kohl's Sephora Beauty~~Remodeling an existing Kohl's to update 2500 sq ft for the Sephora beauty suppliers	\$294,000	2,500								
BU2023-00314	1/31/2023	1218 W A ST KANNAPOLIS, NC 28081	West A Tabernacle Missionary Baptist Church	West A Baptist~~Rebuild of burned down sanctuary with restrooms and foyer, with pastors office and closet	\$450,000	5,000								
BU2023-00320	1/31/2023	11303 MOORESVILLE RD DAVIDSON, NC 28036	DIRECT POWER INC.	Emerson Branch~~Verizon to add/replace antennas on existing tower, no changes to tower height or ground space	\$15,000	0								
				Total Plans Reviewed: 64	\$438,335,735	3,914,085								

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Reports

**SUBJECT:** County Manager - Monthly New Development Report

## **BRIEF SUMMARY:**

The Board of Commissioners requested monthly reports of new development activities including information of plans under review.

### **REQUESTED ACTION:**

For informational purposes. No action required.

# **EXPECTED LENGTH OF PRESENTATION:**

### SUBMITTED BY:

Kelly Sifford, Assistant County Manager

#### BUDGET AMENDMENT REQUIRED: No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

#### ATTACHMENTS:

Report

Concord 171 C Gannapolis 2000 Concord 212 M Concord 212 M Concord 212 M Concord 212 M Concord 3476 RD Concord 3476 SPEE DEVE Concord 557 C SPEE DEVE Concord 61 CC CONCORD 657 C SPEE DEVE Concord 61 CC CONCORD 61	76 ZION CHURCH 12 TOWNHOUSES 1 OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS	100 CROWELL DRIVE SW TOWNHOMES 1302 Pump Station Road 171 CABARRUS 200 MAIN / VIDA II 212 MCGILL AV 3476 ZION CHURCH RD 4312 TOWNHOUSES 501 OLD SPEEDWAY DR DEVELOPMENT 557 OLD SPEEDWAY DR DEVELOPMENT	APF2020-00041 APF2022-00060 APF2019-00026 APF2022-00020 APF2021-00007 APF2021-00008 APF2021-00052	JOHN SEARS Dale Fink PATRICK RILEY Aaron Wagoner KEVIN WILLIANS	Jay M Robinson High School A L Brown High School Concord High School	Concord Middle School Kannapolis Middle School	W M Irvin Elementary School			Townhouse	6/11/2021	4 4	0			0.552	0.070			Y 9			alig
Cannapolis     1302       Concord     171 C       Concord     171 C       Cannapolis     200 N       Concord     212 N       Concord     212 N       Concord     3476       RD     SPEE       Dervord     501 C       SPEE     DEV       Concord     557 C       SPEE     DEV       Concord     61 C       Concord     ABBI       Cannapolis     ABBI       Cannapolis     ADAI       Concord     61 C       Concord     61 C       Concord     ADAI       Concord     ADAI       Cannapolis     ADAI       Concord     ADAI	12 PUMP ATTON ROAD C CABARRUS D MAIN MCGILL AV 76 ZION CHURCH 12 TOWNHOUSES I OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT C CABARRUS WINHOMES BERLY NNAPOLIS	171 CABARRUS 200 MAIN / VIDA II 212 MCGILL AV 3476 ZION CHURCH RD 4312 TOWNHOUSES 501 OLD SPEEDWAY DR DEVELOPMENT	APF2019-00026 APF2022-00020 APF2021-00007 APF2021-00008	PATRICK RILEY Aaron Wagoner		Kannanalia Middla Sabaal			Closed-Built Out	Tommodoo						0.002	U.276	0.368	1.196	0	0	0	0
Doncord     171 C       Gamapolis     2001       Doncord     212 N       Doncord     212 N       Gancord     3476       RD     S01 G       Dancord     501 G       SPEE     DEV       Doncord     557 G       Spect     DEV       Decord     61 C       Spect     DEV       Concord     61 C       Concord     61 C       Concord     61 C       Concord     61 C       Concord     ABBII       Gannapolis     ADAI       Concord     ADAI       Concord     ADAI	I CABARRUS MAIN 2 MCGILL AV 76 ZION CHURCH 12 TOWNHOUSES I OLD EEDWAY DR VELOPMENT OLD EEDWAY DR VELOPMENT OLD CABARRUS WNHOMES BERLY NNAPOLIS	200 MAIN / VIDA II 212 MCGILL AV 3476 ZION CHURCH RD 4312 TOWNHOUSES 501 OLD SPEEDWAY DR DEVELOPMENT	APF2022-00020 APF2021-00007 APF2021-00008	Aaron Wagoner	Concord High School	Karinapois Midule School	Fred L Wilson Elementary School		Pending	Single Family		11 0	11			4.224	2.123	2.816	9.163	4.224	2.123	2.816	9.163
Concord     212 M       Concord     3476       RD     RD       Cannapolis     4312       Concord     SPEE       Deve     Deve       Deve     Deve       Concord     SPEE       Deve     Deve       Concord     SPEE       Deve     Deve       Concord     SPEE       Concord     ABBI       Kannapolis     ADAI       Cannapolis     ADAI	2 MCGILL AV 76 ZION CHURCH 12 TOWNHOUSES 1 OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS	212 MCGILL AV 3476 ZION CHURCH RD 4312 TOWNHOUSES 501 OLD SPEEDWAY DR DEVELOPMENT	APF2021-00007 APF2021-00008			Concord Middle School	W M Irvin Elementary School		Pending	Multi Family		64 0	64			14.848	7.424	9.92	32.192	14.848	7.424	9.92	32.192
Concord 3476 RD Gannapolis 4312 Concord \$97E Deve Deve Deve Soncord \$17 Soncord \$17 Soncord \$17 Soncord \$17 Soncord \$12 Soncord \$12 Soncor	76 ZION CHURCH 12 TOWNHOUSES 1 OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS	3476 ZION CHURCH RD 4312 TOWNHOUSES 501 OLD SPEEDWAY DR DEVELOPMENT	APF2021-00008	KEVIN WILLIAMS	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School		Pending	Multi Family	1/18/2023	78 97 10 0				0	0	0	0	-4.408	-2.204	-2.945	-9.557
Concord Spit C Spit C Device D	I OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS	501 OLD SPEEDWAY DR DEVELOPMENT	APF2021-00052	MIKE BYRON	Concord High School Central Cabarrus High School	Concord Middle School C C Griffin Middle School	Coltrane-Webb Elementary School Rocky River Elementary School		Pending Pending	Single Family Multi Family		216 0				3.84 50.112	1.93 25.056	2.56 33.48	8.33 108.648	3.84 50.112	1.93 25.056	2.56 33.48	8.33 108.648
Concord Spit C Spit C Device D	I OLD EEDWAY DR VELOPMENT 7 OLD EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS	501 OLD SPEEDWAY DR DEVELOPMENT		ARCONS DESIGN STUDIO	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Withdrawn	Townhouse		16 0				2.208		1.472	4.784	2.208	1.104	1.472	4.784
SPEE DEV DEV SPEE SPEE Second 61 C/ TOW fannapolis ABBI Sannapolis ADAI Sancord ADAI Soncord ADDI	VELOPMENT 7 OLD EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS	557 OLD SPEEDWAY DR DEVELOPMENT		DALE FINK	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Pending	Single Family		6 0				2.304	1.158	1.536	4.998	2.304	1.158	1.536	4.998
SPEE DEVE DEVE Soncord 61 C/ TOW fannapolis ABBI KANN AbBI Kannapolis ADAI Cannapolis ADAI Cancord ADDI tarrisburg ADDI	EEDWAY DR VELOPMENT CABARRUS WNHOMES BERLY NNAPOLIS		APE2021-00031	PAUL CAMPBELL	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Pending	Townhouse		12 0	12			1.656	0.828	1.104	3.588	1.656	0.828	1.104	3.588
TOWI fannapolis ABBE KANN tarrisburg ABBI fannapolis ADAI Concord ADDI FIFTE tarrisburg ADDI	WNHOMES BERLY NNAPOLIS	61 CABARRUS TOWNHOMES	APF2017-00015	OLD TOWNE DEVELOPMENT	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Active Building Permitting	Townhouse	12/29/2022	2 7	-5			0.828		0.552	1.794	-0.69	-0.345	-0.46	-1.495
KANN tarrisburg ABBII Kannapolis ADAI Concord ADDI FIFTE tarrisburg ADDI	NNAPOLIS			CORPORATION							12/28/2022					0.828			1.7 94				
Cannapolis ADAI Concord ADDI FIFTE farrisburg ADDI	RINCTON DI ACE	ABBERLY KANNAPOLIS	APF2022-00040	ABBERLY	Cox Mill High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Multi Family		277 0				U	0	0	U	64.264	32.132	42.935	139.331
Concord ADDI FIFTE farrisburg ADDI	DINGTONTEACE	ABBINGTON PLACE	APF2008-00040	AVANTI PROPERTIES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	9/7/2021	395 331	1 64		12/30/2015	151.68	76.235	101.12	329.035	24.576	12.352	16.384	53.312
Harrisburg ADDI	AIR WOODS	ADAIR WOODS	APF2020-00015	SHERWOOD DEVELOPMENT GROUP	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Construction Drawing Review	Single Family		157 0				60.288		40.192	130.781	60.288	30.301	40.192	130.781
· · · · · ·	TEEN20	ADDISON EIGHTY50	APF2019-00007	SCOTT KIGER	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Active Building Permitting	Multi Family		340 0				0.928	0.464	0.62	2.012	78.88	39.44	52.7	171.02
annapolis AFTC	DISON PARK TON RIDGE	ADDISON PARK AFTON RIDGE APARTMENTS	APF2016-00013 APF2011-00003	ATX LLC A NC LLC DARREN LUCAS	Hickory Ridge High School Northwest Cabarrus High School	Hickory Ridge Middle School Northwest Cabarrus Middle School	Oberlag A Desse Flagsanter, Oshe J		Construction Drawing Review	Age Restricted Multi Family	12/1/2022 6/5/2014	55 52 414 122		11/13/2012		0 96.048	0 48.024	0 64.17	0 208.242	0 67 744	0 33.872	0 45.26	0 146.876
APAF	ARTMENTS				, , , , , , , , , , , , , , , , , , ,		Charles A Boger Elementary School		Active Building Permitting	· ·	0/0/2014			11/13/2012									
Aidland ALBE SITE		ALBEMARLE ROAD SITE	APF2021-00023	ESP ASSOCIATES INC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Construction Drawing Review	Single Family		1216 0	1,216			503.04	252.83	335.36	1091.23	466.944	234.688	311.296	1012.928
	EXANDER TATES	ALEXANDER ESTATES	APF2008-00035	BRIAN HUNTLEY	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Expired	Single Family	10/15/2021	19 4	15			7.296	3.667	4.864	15.827	5.76	2.895	3.84	12.495
Kannapolis ALL 4	L 4 U HOMES	ALL 4 U HOMES	APF2022-00056	BRIAN UPTON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Single Family		14 0				5.376		3.584	11.662	5.376	2.702	3.584	11.662
· · · · · ·	LBURN LEN FARM	ALLBURN ALLEN FARM SUBDIVISION	APF2017-00008 APF2008-00058	GeoScience Group MIKE SHEA	Hickory Ridge High School Cox Mill High School	J N Fries Middle School Harris Road Middle School	Pitt School Road Elementary School Cox Mill Elementary School		Construction Drawing Review Closed-Built Out	Single Family	2/7/2023 5/5/2022	58 5 466 462		11/20/2007		23.04 178.944		15.36 119.296	49.98 388.178	20.352 1.536	10.229 0.772	13.568 1.024	44.149 3.332
SUBE	BDIVISION				-					Single Family				11/20/2007		170.044	00.000		500.170				
PARM		ANNSBOROUGH PARK	APF2019-00010	CHAD LLOYD	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family	2/8/2023	300 19				0	0	0	0	107.904	54.233	71.936	234.073
PART	OLLO REALTY RTNERS NCEPT	APOLLO REALTY PARTNERS CONCEPT	APF2019-00019	WES PLYLER	Jay M Robinson High School	HD Winkler Middle School	Charles A Boger Elementary School		Pending	Multi Family		96 0	96			0	0	0	0	22.272	11.136	14.88	48.288
Cabarrus County ARBC	BOR OAKS	ARBOR OAKS	APF2008-00138	KSIN PROPERTIES, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		All Lots Platted	Single Family	1/9/2023	20 13	7	10/21/2002		7.68	3.86	5.12	16.66	2.688	1.351	1.792	5.831
Concord ARCH	CHIBALD ROAD		APF2017-00016	PERRAULT MATTHEW MARK CO-TR	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family	1012020	149 0		TOLETIEGOE		57.216		38.144	124.117	57.216	28.757	38.144	124.117
	BVISION CHIBALD	ARCHIBALD SUBDIVISION	APF2018-00019	CHRIS MCINTYRE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pendina	Single Family		84 0	84			32.256	16.212	21.504	69.972	32.256	16.212	21.504	69.972
SUBE	BDIVISION DMORE AT	ARDMORE AT PARKWOOD-MF	APF2018-00009	BRYCE MORRISON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		282 0	282			43.056	21.528	28.704	93.288	38.916	19.458	25.944	84.318
PARM	RKWOOD-MF						1																
PARM	DMORE AT RKWOOD-SFA	ARDMORE AT PARKWOOD-SFA	APF2021-00044	BRYCE MORRISON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		35 0				4.83		3.22	10.465	4.83	2.415	3.22	10.465
Concord AREN	ENA COMMONS	ARENA COMMONS	APF2017-00029	Isaac Padgett	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Pending	Multi Family		65 0	65			15.08	7.54	10.075	32.695	15.08	7.54	10.075	32.695
KELL BRID		Argento at Kellswater Bridge	APF2022-00028	CESI	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Multi Family		270 0	270			62.64	31.32	41.85	135.81	62.64	31.32	41.85	135.81
	HE AVENUE OPERTY	ASHE AVENUE PROPERTY	APF2022-00047	ASHE BRADY	A L Brown High School	Kannapolis Middle School			Active Building Permitting	Single Family	9/22/2022	7 1	6			2.688	1.351	1.792	5.831	2.304	1.158	1.536	4.998
	HEBROOK	ASHEBROOK	APF2008-00139	DAN MOSER	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	8/17/2009	105 96		5/21/1998		40.32		26.88	87.465	3.456	1.737	2.304	7.497
· · · · · · · · · · · · · · · · · · ·	BURN WOODS STIN CORNERS	AUBURN WOODS AUSTIN CORNERS	APF2013-00007 APF2016-00023	FIFTH THIRD BANK DR Horton	Concord High School Northwest Cabarrus High School	Concord Middle School Northwest Cabarrus Middle School	Royal Oaks Elementary School Charles A Boger Elementary School		Inactive Closed-Built Out	Single Family Single Family	5/31/2022 10/7/2020	256 1 146 140	255 0 6	4/22/2002		98.304 56.064		65.536 37.376	213.248 121.618	97.92 2.304	49.215 1.158	65.28 1.536	212.415 4.998
	STIN FARMS	AUSTIN FARMS	APF2021-00046	MATT LANGSTON	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Pending	Single Family		102 0	102			39 168		26.112	84 966	39 168	19.686	26.112	84.966
		AUTUMN CHASE	APF2014-00020	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		28 0	28	3/6/1991		10.752		7.168	23.324	10.752	5.404	7.168	23.324
		AUTUMN CREST APARTMENTS	APF2014-00013	WYNNFIELD PROPERTIES	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School		Pending	Multi Family		87 0	87	8/20/2014		20.184	10.092	13.485	43.761	20.184	10.092	13.485	43.761
arrisburg AUTU	ARTMENTS TUMN GLEN AT IREHEAD	AUTUMN GLEN AT MOREHEAD	APF2016-00011	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		150 0	150			57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
arrisburg AUTL	TUMN GLEN AT	AUTUMN GLEN AT MOREHEAD	APF2016-00012	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Denied	Single Family		150 0	150			57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
	REHEAD IGNON	AVIGNON	APF2008-00122	JERRY R MCSORLEY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Single Family	9/21/2022	23 0	23			8.832	4.439	5.888	19.159	8.832	4.439	5.888	19.159
Kannapolis AZAL	ALEA ESTATES	AZALEA ESTATES	APF2008-00140	James M Hood	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Single Family	9/19/2017	42 40	2	10/2/2002	12/31/2010	16.128	8.106	10.752	34.986	0.768	0.386	0.512	1.666
Kannapolis BAKE	KERS CREEK -	BAKERS CREEK - SFA	APF2022-00016	Salman Moazzam	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School		Pending	Single Family		122 0	122			0	0	0	0	46.848	23.546	31.232	101.626
Cannapolis BAKE	A KERS CREEK -	BAKERS CREEK - SFD	APF2022-00006	Salman Moazzam	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School		Pending	Single Family		228 0	228			87.552	44.004	58.368	189.924	87.552	44.004	58.368	189.924
	D RRINGER'S	BARRINGER'S TRACE	APF2014-00004	BARRINGER GRADY R CO-TRUSTEE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Closed-Built Out	Multi Family		64 0	64			14.848	7.424	9.92	32.192	14.848	7.424	9.92	32.192
Cabarrus County BECH	ACE CKENHAM	BECKENHAM	APF2008-00029	Charles F McDonald	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School	i 	Active Platting	Single Family	4/22/2022	20 13	7	2/15/2007	2/15/2013	7.68	3.86	5.12	16.66	2.688	1.351	1.792	5.831
Concord BEDF	DFORD FARMS	BEDFORD FARMS	APF2008-00042	Niblock Development Corporation	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Active (platting & permitting)	Single Family	8/12/2021	166 168			3/18/2016	63.744	32.038	42.496	138.278	-0.768	-0.386	-0.512	-1.666
Concord BEEC PLAC		BEECHWOOD PLACE	APF2017-00039	ERVIN JOE H GRADING CO INC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Closed-Built Out	Multi Family		80 0	80			18.56	9.28	12.4	40.24	18.56	9.28	12.4	40.24
	LVEDERE	BELVEDERE TOWNS	APF2017-00012	WINDSWEPT FARMS LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		39 0	39			5.382	2.691	3.588	11.661	5.382	2.691	3.588	11.661
Kannapolis BELV	LWOOD PLACE	BELWOOD PLACE	APF2022-00029	JSOHUA MASTERS	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School		Closed-Built Out	Single Family		10 0				3.84		2.56	8.33	3.84	1.93	2.56	8.33
		BETHEL GLEN	APF2008-00141	TL HARRELL LAND DEVELOPMENT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Closed-Built Out	Single Family	4/8/2021	191 169		10/16/2000		74.112		49.408	160.769	8.448	4.246	5.632	18.326
PROF	LINGS OPERTY	BILLINGS PROPERTY	APF2019-00027	EDWIN SUDDRETH	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Townhouse		58 0				8.004		5.336	17.342	8.004	4.002	5.336	17.342
COM	RCHWOOD MMONS ACKWELDER	BIRCHWOOD COMMONS BLACKWELDER SUBDIVISION	APF2014-00007 APF2020-00004	COOK FAMILY PARTNERSHIP SOUTH FORK VENTURES LLC	Northwest Cabarrus High School Hickory Ridge High School	Northwest Cabarrus Middle School Hickory Ridge Middle School	Weddington Hills Elementary School Pitt School Road Elementary School		Closed-Built Out Denied	Multi Family Single Family	6/8/2018	98 100 71 0				22.736 27.264		15.19 18.176	49.294 59.143	-0.464 27.264	-0.232 13.703	-0.31 18.176	-1.006 59.143
	BDIVISION UFFTON PARK	BLUFFTON PARK	APF2020-00003	GUS SCHAD	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Closed-Built Out	Single Family	4/21/2021	15 7	8			5.76	2.895	3.84	12.495	3.072	1.544	2.048	6.664
		BLUME ESTATES	APF2022-00039	DPR Associates	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Pending	Single Family		30 0				11.52	5.79	7.68	24.99	11.52	5.79	7.68	24.99
tarrisburg BLUN FARM	ume family RM	BLUME FAMILY FARM	APF2013-00001	Blume Family Farm, LLC/MI Homes	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Closed-Built Out	Single Family	10/28/2019	297 313	3 -16		10/14/2015	114.048	57.321	76.032	247.401	-6.144	-3.088	-4.096	-13.328
TOW	WNHOMES	BRANCHVIEW TOWNHOMES	APF2022-00037	TIA CARDINE	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending			5 0				0	0	0	0	1.16	0.58	0.775	2.515
		BRANDON RIDGE BRANTLEY CREEK	APF2008-00030 APF2014-00014	Craft Homes UNKNOWN	Central Cabarrus High School A L Brown High School	C C Griffin Middle School Kannapolis Middle School	A T Allen Elementary School Jackson Park Elementary School		Closed-Built Out Void	Single Family Single Family	6/17/2008 1/28/2022	321 322 74 65		11/18/2002 5/5/1999		123.264 28.416		82.176 18.944	267.393 61.642	-0.384 3.456	-0.193 1.737	-0.256 2.304	-0.833 7.497
		BRANTLEY WOODS	APF2014-00018		Concord High School	Concord Middle School	Royal Oaks Elementary School		Closed-Built Out	Single Family	9/29/2008	79 64				30.336		20.224	65.807	5.76	2.895	3.84	12.495
Concord BREA	EAKWATER	BREAKWATER HIGHWAY 601	APF2020-00012	TOM MCCLELLAN	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Pending	Townhouse		332 0	332			45.816	22.908	30.544	99.268	45.816	22.908	30.544	99.268
HIGH Concord BREA	SHWAY 601 EAKWATER	BREAKWATER SUNVIEW	APF2020-00011	BLOC DESIGN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Beverly Hills Elementary School		Pending	Townhouse		148 0				20.424		13.616	44.252	20.424	10.212	13.616	44.252
	nview Idge pointe	BRIDGE POINTE	APF2008-00039	BILL WHITLEY	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	2/19/2016	199 189	9 10	9/20/2004	11/28/2014	76.416	38.407	50.944	165.767	3.84	1.93	2.56	8.33
arrisburg BRID		BRIDGE POINTE PHASE 6	APF2008-00174		Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	2/17/2016	45 15	30			17.28	8.685	11.52	37.485	11.52	5.79	7.68	24.99

Jurisdiction	APF Base Data Subdivision	Subdivisio	APP	Applican	igh School	liddle School	Elementary	ntermediate	Status	Subdivisior Type	Last Permi	nitsApproved	Units Issued	Units Remaining	Dev Ordet Approvec	
A. Kannapolis	BRIDGES OF CABARRUS	BRIDGES OF CABARRUS APARTMENTS	л АРF2016-00024	₩ KLK Properties	Concord High School	Concord Middle School	Royal Oaks Elementary School		Closed-Built Out	Multi Family	6/24/2019	9. 144	144	. <b></b> 0		P
Mt. Pleasant	APARTMENTS BRIGHTON PARK	BRIGHTON PARK	APF2022-00011	NIBLOCK HOMES	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Construction Drawing Review	Single Family		178	0	178		
Harrisburg	BROOKDALE COMMONS	BROOKDALE COMMONS	APF2012-00001	Stephen Pace	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	8/3/2015	230	230	0		6/25
Harrisburg	BROOKDALE	BROOKDALE VILLAGE	APF2008-00032	EVOLVE CONSTRUCTION LLC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Platting	Townhouse	8/11/2022	72	11	61	9/12/2016	9/12
Concord	BROOKE POINTE MANOR RETIREMENT	BROOKE POINTE MANOR RETIREMENT COMMUNITY	APF2011-00002	CATHERINE F. CONNORS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Age Restricted		66	0	66	12/20/2011	
	COMMUNITY															
Concord Concord	BROOKVUE BROWN MILL	BROOKVUE BROWN MILL LOFTS	APF2008-00056 APF2016-00015	BROOKVUE Mark T. Wright	Cox Mill High School Jay M Robinson High School	Harris Road Middle School HD Winkler Middle School	W R Odell Elementary School Weddington Hills Elementary School		Closed-Built Out Pending	Single Family Multi Family	5/4/2017	342 131	261 0	81 131	10/20/2009	12/3
Kannapolis	LOFTS	Bryndall Reserves Preliminary Plat	APF2022-00025	Jeremy Horton	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family		63	0	63		
Concord	RESERVES	E BUFFALO TERRACE	APF2017-00013						Withdrawn	Multi Family		80		80		
-					Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		1				0			
Concord	BUFFALO TERRACE APARTMENTS	BUFFALO TERRACE APARTMENTS	APF2019-00035	Steve Schlegelmilch	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Active Building Permitting	Multi Family		78	0	78		
Cabarrus County	BURNT MILL	BURNT MILL	APF2008-00127	GRACE M MYNATT	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family		25	0	25		
Cabarrus County	CABARRUS CROSSING	CABARRUS CROSSING	APF2008-00089	STEVEN MOORE	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	3/24/2006	290	286	4	8/21/2001	
Concord	CABARRUS HOMES DUPLEX AND TRIPLEX	CABARRUS HOMES DUPLEX AND TRIPLEX DEVELOPMENT	APF2018-00021	JOSEPH TAYLOR	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending	Multi Family	11/30/2021	20	4	16		
Concord	DEVELOPMENT CALAMAR SETTLER'S	CALAMAR SETTLER'S LANDING	APF2019-00025	DAVE BRAUN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Pending	Age Restricted		134	0	134		
Harrisburg	LANDING	CALDWELL COMMONS	APF2011-00001	CROSLAND CALDWELL COMMONS LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		All Lots Platted	Single Family	6/10/2015	9	4	5		
Harrisburg	COMMONS	CALDWELL TOWNHOMES	APF2017-00007	Marc Houle	Hickory Ridge High School	C C Griffin Middle School	Harrisburg Elementary School		Active Platting	Townhouse	4/23/2021	68	66	2		
Harrisburg	TOWNHOMES	CALLOWAY	APF2017-00040	ESSEX HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Construction Drawing Review	Age Restricted		84	0	84		
Concord	CAMBRIDGE	CAMBRIDGE CORNERS TOWNHOMES	APF2019-00009	BOB DAVIS	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Pending	Townhouse		190	0	190		
	CORNERS TOWNHOMES															
Harrisburg	CAMELLIA GARDENS	CAMELLIA GARDENS	APF2018-00030	ASSOCIATES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Construction Drawing Review	Single Family		95	0	95		
Concord	FARM	CAMPBELL FAMILY FARM	APF2016-00018	Patricia J Molander	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Active Building Permitting	Single Family	3/1/2022	140	136	4		
Concord	CANNON CROSSING	CANNON CROSSING	APF2008-00036	RHEIN INTEREST OF CHARLOTTE, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	12/18/2014	207	209	-2	5/20/2004	3/15
Kannapolis	CANNON MANOR CANNON RUN		APF2020-00017	KIMLEY HORN	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		74	0	74 203		
Concord	SINGLE FAMILY	CANNON RUN SINGLE FAMILY	APF2018-00029	MARK SWARTZ	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Single Family		203	0			
Concord	CANNON RUN TOWNHOMES	CANNON RUN TOWNHOMES	APF2018-00028	MARK SWARTZ	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		131	0	131		ļ
Harrisburg	CANTERFIELD ESTATES	CANTERFIELD ESTATES	APF2008-00170	Canterfield Estates	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Closed-Built Out	Single Family	11/21/2017		431	70		
Concord	CAPITAL LAND PARTNERS	CAPITAL LAND PARTNERS	APF2019-00013	PAUL CAMPBELL	Concord High School	Concord Middle School	W M Irvin Elementary School		Pending	Single Family		112		112		
Concord	CAROLINA LILY APARTMENTS	CAROLINA LILY APARTMENTS	APF2017-00017	PALISADES PROPERTIES INC	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School		Pending	Multi Family		182	0	182		
Harrisburg	CARRIKER PROPERTY MI HOMES	CARRIKER PROPERTY MI HOMES	APF2017-00026	CARRIKER FAMILY LLC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Pending	Single Family		67	0	67		
Cabarrus County	CASCADES AT SKYBROOK	CASCADES AT SKYBROOK	APF2008-00142	NO APPLICANT	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Closed-Built Out	Townhouse	11/18/2011	76	75	1	11/11/2007	11/10
Cabarrus County	CASCADES MULTI- FAMILY	CASCADES MULTI-FAMILY	APF2021-00056	BRETN COWAN	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending			100	0	100		[
Kannapolis	CASTLEBROOKE MANOR	CASTLEBROOK MANOR	APF2008-00121	jim a brodnik	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	1/9/2020	230	177	53	10/18/2007	5/30
Kannapolis	CAVALLARO RIDGE	CAVALLARO RIDGE	APF2021-00048	WK DICKSON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Void	Single Family		82	0	82		
Kannapolis	CAVALLARO RIDGE	E Cavallaro Ridge Subdivision	APF2022-00026	Jeremy Horton	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family		82	0	82		
Concord	CEDAR ST DEVELOPMENT	CEDAR ST DEVELOPMENT	APF2022-00036	GINGER MOORE	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending			15	0	15		
Cabarrus County		CEDARVALE FARM	APF2008-00120	PIONEER MILL(CHARLOTTE) AIP IV, LLP	Hickory Ridge High School	Hickory Ridge Middle School	Bethel Elementary School		Active (platting & permitting)	Single Family	2/12/2021	363	288	75	1/20/2005	10/8
Concord	CEDARWOOD TOWNHOMES	CEDARWOOD TOWNHOMES	APF2020-00028	ROBERT W NIXON	Concord High School	Concord Middle School	R Brown McAllister Elementary School		Pending	Townhouse		7	0	7		
Concord		CENTRAL HEIGHTS SUBDIVISION	APF2021-00021	ANDREW GRANT	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		59	0	59		
Kannapolis	CENTRAL PARK	CENTRAL PARK	APF2008-00054	NO APPLICANT	Concord High School	Concord Middle School	Royal Oaks Elementary School		All Lots Platted	Single Family	9/7/2016				10/16/2000	
Kannapolis Kannapolis	CHERRY GROVE CHILDERS PARK	CHERRY GROVE CHILDERS PARK AT BUFFALO CREEK -	APF2022-00064 D	BOST DANNY G LLC AMERICAN ENGINEERING	A L Brown High School Northwest Cabarrus High School	Kannapolis Middle School Northwest Cabarrus Middle School	Fred L Wilson Elementary School Charles A Boger Elementary School		Construction Drawing Review Void	Townhouse Single Family	11/15/2022	134 92	0 11	134 81		
T Carria polico	AT BUFFALO CREEK - SFD	SFA			nor and of output to high conour		onanio ri bogor Linnana y contor		1012	olingio r anniy	TH TOPESEE	02		0.		
Kannapolis	CHILDERS PARK AT BUFFALO CREEK - SFA	CHILDERS PARK AT BUFFALO CREEK - SFA	APF2021-00017	AMERICAN ENGINEERING	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Townhouse	1/31/2023	181	49	132		
Kannapolis	CHILDERS PARK AT BUFFALO CREEK - SFD	CHILDERS PARK AT BUFFALO CREEK - SFD	APF2021-00018	AMERICAN ENGINEERING	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Single Family	11/15/2022	92	11	81		
Concord	CHRISTENBURY COMMONS - MULTI- FAMILY	CHRISTENBURY COMMONS - MULTI- FAMILY	APF2019-00005	JUSTIN MUELLER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Construction Drawing Review	Multi Family		268	0	268		
Concord	CHRISTENBURY COMMONS - TOWNHOMES	CHRISTENBURY COMMONS - TOWNHOMES	S APF2019-00004	JUSTIN MUELLER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Construction Drawing Review	Townhouse		63	0	63		
Concord	CHRISTENBURY	CHRISTENBURY VILLAGE	APF2008-00062	Scott H. Binder	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Closed-Built Out	Single Family	9/29/2015	485	526	-41	2/15/2005	1/5
Concord	CHRISTENBURY VILLAGE MULTI- FAMILY	CHRISTENBURY VILLAGE MULTI-FAMILY	APF2017-00038	CHRISTENBURY INVESTORS LLC	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Multi Family		160	0	160		
Concord	CHRISTY TRACT	CHRISTY TRACT	APF2021-00003	AUSTIN HUGHES	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		79		79		
Harrisburg		CHURCHILL FARMS	APF2014-00001	Meritage Homes	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	1/8/2018	110	105	5		
Kannapolis Kannapolis	CODDLE CREEK COLDWATER	CODDLE CREEK COLDWATER RIDGE APARTMENTS	APF2018-00005 APF2016-00026	REO FUNDING SOLUTIONS III LLC DFB COMMERCIAL	Northwest Cabarrus High School Concord High School	Northwest Cabarrus Middle School Concord Middle School	Charles A Boger Elementary School Royal Oaks Elementary School		Active (platting & permitting) Pending	Multi Family Multi Family		425 60	0	425 60		
салароно	RIDGE	CLOWNER BOOK A ANIMENTO		- I D COMMENTINE					. onling				5			
Kannapolis	COLDWATER	Coldwater Ridge Apartments II	APF2022-00030	Matt Raab	Concord High School	Concord Middle School	Royal Oaks Elementary School		Pending	Multi Family		72	0	72		
Concord	RIDGE APT II COLEMAN MILL	COLEMAN MILL APARTMENTS	APF2021-00015	NATHAN LORD	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Construction Drawing Review	Multi Family		152	0	152		) 
Cabarrus County	APARTMENTS COLONIAL HILLS	COLONIAL HILLS	APF2008-00143	PACAJERY REALTY, LLC	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		All Lots Platted	Single Family	6/1/2017	144		40	6/20/1996	
Harrisburg	FARMINGTON PATIO HOMES	COMMONS AT FARMINGTON	APF2017-00011	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Construction Drawing Review	Single Family		50	0	50		
Concord	CONCORD	CONCORD ELEVATION TOWNHOMES	APF2021-00013	PETER DAY	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending	Townhouse		30	0	30		
Concord		CONCORD ELEVATION TOWNHOMES	APF2021-00013	PETER DAY	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School		Pending	Townhouse		30	0	30		

DO Leg Expiration	Elementary Students 33.408	Middle Students	High Students	Total Students	Remaining o	Middle Remaining 0	High 0	Remaining Total
	33.408	<b>ថ គ្គ</b> 16.704	22.32	72.432	0	0	0	0
	68.352	34.354	45.568	148.274	68.352	34.354	45.568	148.274
6/25/2016	88.32	44.39	58.88	191.59	0	0	0	0
9/12/2018	9.936	4.968	6.624	21.528	8.418	4.209	5.612	18.239
	0	0	0	0	0	0	0	0
12/31/2015	131.328	66.006	87.552	284.886	31.104	15.633	20.736	67.473
12/3/1/2013	30.392	15.196	20.305	65.893	30.392	15.196	20.305	65.893
	24.192	12.159	16.128	52.479	24.192	12.159	16.128	52.479
	18.56	9.28	12.4	40.24	18.56	9.28	12.4	40.24
	18.096	9.048	12.09	39.234	18.096	9.048	12.09	39.234
	9.6 111.36	4.825 55.97	6.4 74.24	20.825 241.57	9.6 1.536	4.825 0.772	6.4 1.024	20.825 3.332
	4.64	2.32	3.1	10.06	3.712	1.856	2.48	8.048
	1.01	2.02	0.1	10.00	0.112	1.000	2.10	0.010
	0	0	0	0	0	0	0	0
	3.456	1.737	2.304	7.497	1.92	0.965	1.28	4.165
	9.384	4.692	6.256	20.332	0.276	0.138	0.184	0.598
	0	0	0	0	0	0	0	0
	0	0	0	0	26.22	13.11	17.48	56.81
	36.48	18.335	24.32	79.135	36.48	18.335	24.32	79.135
	53.76	27.02	35.84	116.62	1.536	0.772	1.024	3.332
3/15/2016	79.488	39.951	52.992	172.431	-0.768	-0.386	-0.512	-1.666
	0	0	0	0	10.212	5.106	6.808	22.126
	77.952	39.179	51.968	169.099	77.952	39.179	51.968	169.099
	18.078	9.039	12.052	39.169	18.078	9.039	12.052	39.169
	192.384	96.693	128.256	417.333	26.88	13.51	17.92	58.31
	11.52	5.79	7.68	24.99	43.008	21.616	28.672	93.296
	42.224	21.112	28.21	91.546	42.224	21.112	28.21	91.546
	25.728	12.931	17.152	55.811	25.728	12.931	17.152	55.811
11/10/2013	10.488	5.244	6.992	22.724	0.138	0.069	0.092	0.299
	0	0	0	0	23.2	11.6	15.5	50.3
5/30/2016	88.32	44.39	58.88	191.59	20.352	10.229	13.568	44.149
	31.488	15.826	20.992	68.306	31.488	15.826	20.992	68.306
	0	0	0	0	31.488	15.826	20.992	68.306
	0	0	0	0	3.48	1.74	2.325	7.545
10/8/2012	139.392	70.059	92.928	302.379	28.8	14.475	19.2	62.475
	0.966	0.483	0.644	2.093	0.966	0.483	0.644	2.093
	22.656	11.387	15.104	49.147	22.656	11.387	15.104	49.147
	40.068	17.514	15.624	73.206	0.384	0.193	0.256	0.833
	18.492	9.246	12.328	40.066	18.492	9.246	12.328	40.066
	35.328	17.756	23.552	76.636	31.104	15.633	20.736	67.473
	24.978	12.489	16.652	54.119	18.216	9.108	12.144	39.468
	35.328	17.756	23.552	76.636	31.104	15.633	20.736	67.473
	62.176	31.088	41.54	134.804	62.176	31.088	41.54	134.804
	11.316	5.658	7.544	24.518	8.694	4.347	5.796	18.837
1/5/0010								
1/5/2016	186.24 37.12	93.605 18.56	124.16 24.8	404.005 80.48	-15.744 37.12	-7.913 18.56	-10.496 24.8	-34.153 80.48
	10.902 42.24	5.451 21.23	7.268 28.16	23.621 91.63	10.902 1.92	5.451 0.965	7.268 1.28	23.621 4.165
	42.24 98.6	49.3	65.875	213.775	98.6	49.3	65.875	213.775
	98.6 13.92	49.3 6.96	9.3	30.18	98.6 13.92	49.3 6.96	9.3	30.18
	0	0	0	0	16.704	8.352	44.40	36.040
							11.16	36.216
	35.264	17.632	23.56	76.456	35.264	17.632	23.56	76.456
	55.296 19.2	27.792 9.65	36.864 12.8	119.952 41.65	15.36 19.2	7.72 9.65	10.24 12.8	33.32 41.65
	4.14	2.07	2.76	8.97	4.14	2.07	2.76	8.97

Lurisdiction Concord	APF Base Data LAURELVIEW	Subdivision	APF2017-00028	THOMAS GROUP	High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	School at Closed-Built C	Status	Subdivision Type Multi Family	Last Permit	Units Issued O UnitsApproved 174	Units Remaining 174	Dev Order Approved	DO Leg Expiration	Elementary Students 40.368	Students 20.184	High Students 26.97	Total Students 87.522	Elementary 40.368	Remaining 20.184	Remaining 26.97	Remaining Total 87.522
Kannapolis	APARTMENTS CONCORD LAKES TOWNHOMES	CONCORD LAKES TOWNHOMES	APF2022-00051	PROVIDENCE LAND GROUP, PLLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Pending		Townhouse	1	120 0	120			16.56	8.28	11.04	35.88	16.56	8.28	11.04	35.88
Concord	CONCORD PARKWAY SOUTH APARTMENTS	Concord Parkway South Apartments	APF2019-00032	STEVE WEBB	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active Building	ng Permitting N	Multi Family	12/2/2021 3	336 31:	2 24			77.952	38.976	52.08	169.008	5.568	2.784	3.72	12.072
Concord Concord	AND FAMILY	CONCORD RIDGE CONCORD SENIOR AND FAMILY PROJEC	APF2008-00185 T APF2020-00026	Robert Nixon MATT MANDLE	Jay M Robinson High School Concord High School	HD Winkler Middle School Concord Middle School	Pitt School Road Elementary School W M Irvin Elementary School	Closed-Built C Pending		Multi Family Multi Family		360 28 409 0			3/29/2013	83.52 94.888	41.76 47.444	55.8 63.395	181.08 205.727	16.704 94.888	8.352 47.444	11.16 63.395	36.216 205.727
Concord	PROJECT COPPERFIELD APARTMENTS	COPPERFIELD APARTMENTS	APF2016-00021	SYCAMORE DEVELOPMENT LLC	Concord High School	Concord Middle School	Beverly Hills Elementary School	Closed-Built C	Out M	Multi Family	з	360 0	360			83.52	41.76	55.8	181.08	83.52	41.76	55.8	181.08
Concord	COPPERFIELD TOWNHOMES	COPPERFIELD TOWNHOMES	APF2017-00027	SYCAMORE DEVELOPMENT LLC	Concord High School	Concord Middle School	Beverly Hills Elementary School	Pending		Townhouse		64 0				8.832	4.416	5.888	19.136	8.832	4.416	5.888	19.136
Concord	CORBAN AVE MIXED USE COTTAGE	CORBAN AVE MIXED USE	APF2021-00040 APF2022-00048	GINGER MOORE	Concord High School A L Brown High School	Concord Middle School Kannapolis Middle School	W M Irvin Elementary School	Pending	Drawing Review	Multi Family		10 0 12 0				2.32	1.16	1.55	5.03	2.32 2.784	1.16 1.392	1.55	5.03 6.036
Kannapolis Kannapolis	APARTMENTS COTTAGE COVE	COTTAGE COVE PARK	APF2022-00048		A L Brown High School	Kannapolis Milodie School	woodrow wilson Elementary School	Void		Single Family		0 0				0	0	0	0	0	0	0	0.036
Harrisburg	PARK COURTYARDS AT	COURTYARDS AT HARRISBURG	APF2014-00009	CH LAND NO 2 (ROBINSON CH RD)	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built C		vge Restricted		23 19				0	0	0	0	0	0	0	0
larrisburg	HARRISBURG COURTYARDS AT HARRISBURG	COURTYARDS AT HARRISBURG PHASE 2	APF2015-00003	ADAM FIORENZA	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built C		ge Restricted		24 0				0	0	0	0	0	0	0	0
larrisburg	PHASE 2 COURTYARDS AT HARRISBURG	COURTYARDS AT HARRISBURG PHASE II	APF2017-00003	NEWSTYLE COMMUNITIES	Hickory Ridge High School	C C Griffin Middle School	Harrisburg Elementary School	Closed-Built C	Out Ac	ge Restricted	10/23/2019	4 4	0			1.536	0.772	1.024	3.332	0	0	0	0
Concord	PHASE III COURTYARDS AT	COURTYARDS AT POPLAR TENT	APF2016-00019	Fred Matrulli	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active Buildin	na Permittina S	Single Family		93 0	93			35.712	17.949	23.808	77.469	35.712	17.949	23.808	77.469
Harrisburg	POPLAR TENT COVENTRY	COVENTRY	APF2008-00154	CROSLAND COVENTRY, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built C		Single Family		137 12		6/12/2000	6/21/2002	52.608	26.441	35.072	114.121	3.456	1.737	2.304	7.497
Concord	COX MILL SITE	COX MILL SITE LENNAR	APF2017-00019	HEFNER ERIC VONN & WF	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Pending		Single Family		101 0				38.784	19.493	25.856	84.133	38.784	19.493	25.856	84.133
Kannapolis	CRESCENT APARTMENTS AT KANNAPOLIS	CRESCENT APARTMENTS AT KANNAPOLI	S APF2008-00119	C. JASON MC ARTHUR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Void	P	Multi Family	5	580 0	580	2/2/2007		134.56	67.28	89.9	291.74	134.56	67.28	89.9	291.74
Concord	CRESCENT CIRCLE @ CONCORD MILLS	CRESCENT CIRCLE @ CONCORD MILLS	APF2008-00060	JACK SIDARI	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School	Closed-Built C	Out	Multi Family	7/6/2012 6	624 624	4 0	1/16/2007		144.768	72.384	96.72	313.872	0	0	0	0
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS SINGLE FAMILY	CRESCENT RESOURCES AT KANNAPOLIS SINGLE FAMILY	APF2013-00012	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Inactive	S	Single Family	1	119 0	119	2/2/2007		45.696	22.967	30.464	99.127	45.696	22.967	30.464	99.127
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS TOWNHOMES	CRESCENT RESOURCES AT KANNAPOLIS TOWNHOMES	APF2013-00011	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Inactive		Townhouse	1	145 0	145	2/2/2007		20.01	10.005	13.34	43.355	20.01	10.005	13.34	43.355
Concord	Crystal Creek Phase 2	CRYSTAL CREEK PHASE 2	APF2009-00010	CRYSTAL CREEK	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Void	S	Single Family	2	226 0	226		12/31/2013	86.784	43.618	57.856	188.258	86.784	43.618	57.856	188.258
Concord Concord	CUMBERLAND	CUMBERLAND CYPRESS VILLAGE	APF2019-00033 APF2020-00023	WILLIAM NIBLOCK PAMELA BROOKS	Northwest Cabarrus High School Cox Mill High School	Northwest Cabarrus Middle School Harris Road Middle School	Charles A Boger Elementary School W R Odell Elementary School	Active Platting Active Buildin	0	Single Family Multi Family		142 19 85 49				54.528 19.72	27.406 9.86	36.352 13.175	118.286 42.755	47.232 8.352	23.739 4.176	31.488 5.58	102.459 18.108
Concord	9339 DAVIDSON	CYPRESS VILLAGE	APF2015-00007	TRITT HARLEY D AND	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Void	5 5	Townhouse		100 0				13.8	6.9	9.2	29.9	13.8	6.9	9.2	29.9
	HIGHWAY TOWNHOMES																						
Concord Concord	DALTON WOODS DAVCO MULTI-	DALTON WOODS DAVCO MULTI-FAMILY PROJECT	APF2017-00043 APF2010-00008	CHRIS MCINTYRE Jeff Carpenter	Cox Mill High School Northwest Cabarrus High School	Harris Road Middle School Northwest Cabarrus Middle School	Cox Mill Elementary School Weddington Hills Elementary School	Active Buildin Withdrawn		Single Family Multi Family		35 33 336 0				9.984 77.952	5.018 38.976	6.656 52.08	21.658 169.008	0.768 77.952	0.386 38.976	0.512 52.08	1.666 169.008
Concord	FAMILY PROJECT DAVIDSON APARTMENTS	DAVIDSON APARTMENTS	APF2021-00034	VAMSHEEDHAR DEVARISHATI	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	•	Multi Family	1	114 0	114			26.448	13.224	17.67	57.342	26.448	13.224	17.67	57.342
Concord	DAVIDSON HIGHWAY TOWNS	DAVIDSON HIGHWAY TOWNS	APF2021-00019	AUSTIN HUGHES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Approved	······	Townhouse	1	169 0	169			23.322	11.661	15.548	50.531	23.322	11.661	15.548	50.531
Harrisburg	DAVIS CREEK	DAVIS CREEK	APF2017-00047	ANDREW STRONG	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		• • • • • • • • • • • • • • • • • • • •	ge Restricted		48 40				0	0	0	0	0	0	0	0
Vidland Concord	DEER RUN DILEEN DRIVE	DEER RUN DILEEN DRIVE SUBDIVISION	APF2008-00181 APF2017-00031	David Eudy BLUE PURE LIFE LLC	Central Cabarrus High School Central Cabarrus High School	C C Griffin Middle School C C Griffin Middle School	Bethel Elementary School Rocky River Elementary School	Inactive Pending		Single Family Single Family		33 25 90 0		6/3/2008	12/31/2012	22.656 34.56	11.387 17.37	15.104 23.04	49.147 74.97	3.072 34.56	1.544	2.048 23.04	6.664 74.97
Concord	SUBDIVISION	DOUGLAS AVENUE TOWNHOMES	APF2019-00003	DOOBAY SANGSTER	Concord High School	Concord Middle School	Coltrane-Webb Elementary School	Ŭ		Townhouse		11 0				1.518	0.759	1.012	3.289	1.518	0.759	1.012	3.289
larrisburg	DR HORTON LOWER ROCKY	DR HORTON LOWER ROCKY RIVER	APF2016-00010	DR HORTON	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School	Void	S	Single Family	4	458 0	458			175.872	88.394	117.248	381.514	175.872	88.394	117.248	381.514
Concord	RIVER DREAMING CREEK SINGLE FAMILY	DREAMING CREEK SINGLE FAMILY	APF2019-00018	EDDIE MOORE	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Void	S	Single Family	ç	90 0	90			0	0	0	0	34.56	17.37	23.04	74.97
Concord	DREAMING CREEK TOWNHOMES	DREAMING CREEK TOWNHOMES	APF2019-00017	EDDIE MOORE	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Void		Townhouse		64 0	64			0	0	0	0	8.832	4.416	5.888	19.136
Concord	DULIN TOWNNOMES	DULIN TOWNNOMES	APF2021-00012	AIMY STEELE	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Pending		Townhouse		16 0	16			2.208	1.104	1.472	4.784	2.208	1.104	1.472	4.784
Kannapolis	E 26TH STREET KANNAPOLIS	E 26TH STREET KANNAPOLIS	APF2022-00027	PRESPRO	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School	Pending		Townhouse	9/28/2022	4 4	0			0.552	0.276	0.368	1.196	0	0	0	0
Cannapolis	EARNHARDT TOWN CENTER-MF	A EARNHARDT TOWN CENTER-MF	APF2022-00045	ACRO DEVELOPMENT SERVICES	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Pending			5	557 0	557			0	0	0	0	129.224	64.612	86.335	280.171
Kannapolis	EARNHARDT TOWNCENTER-SFA	EARNHARDT TOWNCENTER-SFA	APF2022-00044	ACRO DEVELOPMENT SERVICES	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Pending					161			0	0	0	0	37.352	18.676	24.955	80.983
Midland Concord	EDEN ROCK	EDEN ROCK EDENTON AT COX MILL	APF2008-00155 APF2016-00006	LEONARD STOGNER HOOKS BEVERLY D	Central Cabarrus High School Cox Mill High School	C C Griffin Middle School Harris Road Middle School	Bethel Elementary School Bethel Elementary School	Closed-Built C		Single Family		5 5 106 17				1.92 40.704	0.965 20.458	1.28 27.136	4.165 88.298	0 34 176	0 17.177	0 22.784	0 74.137
concord	EDENTION AT COX MILL EDISON SQUARE		APF2016-00006 APF2008-00183	HOOKS BEVERLY D Mike Shea	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built C		Single Family Townhouse		106 17		6/20/2006	3/18/2016	40.704	11 502	27.136	50.232	34.176	0.828	1.104	3.588
concord Cannapolis	ELIZABETH OAKS		APF2008-00183 APF2022-00031	Mike Shea Frances Yarbrough	A L Brown High School	Harris Road Middle School Kannapolis Middle School	Jackson Park Elementary School	Pending		Single Family		32 0	32	012012000	Jr 10/2010	23.184 12.288	6.176	15.456 8.192	26.656	1.656	6.176	1.104 8.192	26.656
arrisburg	ELLEDGE MOREHEAD ROAD SUBDIVISION	ELLEDGE MOREHEAD ROAD SUBDIVISIO	N APF2016-00009	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Void	S	Single Family	1	181 0	181			69.504	34.933	46.336	150.773	69.504	34.933	46.336	150.773
Concord		ELLENWOOD PLAN	APF2018-00007		Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built C		Townhouse		35 0				4.83	2.415	3.22	10.465	4.83	2.415	3.22	10.465
oncord	ELLENWOOD TOWNHOMES	ELLENWOOD TOWNHOMES	APF2021-00001	ROBERT FROST	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Pending		Townhouse		91 0				12.558	6.279	8.372	27.209	12.558	6.279	8.372	27.209
oncord annapolis	ELLIE COURT ELOISE B FREEZE (ROWAN)	ELLIE COURT ELOISE B FREEZE (ROWAN)	APF2017-00025 APF2018-00001	PRESPRO ELOISE B FREEZE	Central Cabarrus High School A L Brown High School	C C Griffin Middle School Kannapolis Middle School	A T Allen Elementary School Jackson Park Elementary School	Pending Pending		Single Family Single Family	i	94 0 6 0	94 6			44.544 2.304	22.388 1.158	29.696 1.536	96.628 4.998	36.096 2.304	18.142 1.158	24.064 1.536	78.302 4.998
Kannapolis	EMERSON GLEN	EMERSON GLEN	APF2022-00002	Jeremy Horton	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	s	Single Family		86 0	86			0	0	0	0	33.024	16.598	22.016	71.638
Concord	EMERY VILLAGE APARTMENTS	EMERY VILLAGE APARTMENTS	APF2018-00006	LOUKOS CHRISTOPHER A	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Active Buildin		Multi Family	6/16/2020	90 13	2 -42			20.88	10.44	13.95	45.27	-9.744	-4.872	-6.51	-21.126
Concord Concord		ERVIN PROPERTY EUDY CONSTRUCTION	APF2020-00034 APF2017-00037	MATT MANDLE PHILIP EUDY	Jay M Robinson High School Concord High School	HD Winkler Middle School Concord Middle School	Wolf Meadow Elementary School Weddington Hills Elementary School	Pending Pending		Townhouse Single Family	i	88 0 7 0				12.144 2.688	6.072 1.351	8.096 1.792	26.312 5.831	12.144 2.688	6.072 1.351	8.096 1.792	26.312 5.831
annapolis	CONSTRUCTION	Evan Multi Family	APF2017-00037 APF2022-00062		Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School			Townhouse			24			2.000	0	0	0	3.312	1.656	2.208	7.176
	MULTIFAMILY				. In a most cabell us right dolloof	. warmost caber to mitual Ochou		Construction			-	0	+			v	v			0.012	1.000	2.200	1.170

Lurisdiction Harrisburg	APF Base Data FARMINGTON	FARMINGTON RIDGE	APF2008-00095	A pp ican	별 양 Mickory Ridge High School	Hickory Ridge Middle School	School Bernmediate	Closed-Built Out	Subdivision Type Single Family	Last Permiti 9/27/2006	Units Issued UnitsApproved 137 136	Units Remaining	Approved 8/21/2001	Expiration Leg 1/1/2012	Elementary Students 52.608	Students 26.441	High Students 15.072	Total Students 114.121	Remaining Elementary 0.384	Middle. 0.193	Remaining 0.256	Remaining Total 0.833
Harrisburg	RIDGE FENTON DELL	FENTON DELL	APF2008-00080	CF LITTLE DEVELOPMENT	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	11/24/2020	95 86	9	9/20/2004	5/15/2014	36.48	18.335	24.32	79.135	3.456	1.737	2.304	7.497
Harrisburg	FENTON DELL	FENTON DELL PHASES 2 & 3	APF2008-00173	CORPORATION	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	11/23/2015	55 2		9/20/2004		21.12			45.815	20.352	10.229	13.568	44.149
	PHASES 2 & 3	FIELDSTONE				Mt Pleasant Middle School				9/7/2022	108 90		1/20/2005		41.472				6.912	3.474	4.608	14.994
Cabarrus County Concord	FIELDSTONE FLOWES STORE	FLOWES STORE ROAD SFD	APF2008-00086 APF2021-00028	DAVID MCDONALD CHRIS TODD	Mt Pleasant High School Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School A T Allen Elementary School	All Lots Platted Pending	Single Family Single Family	9///2022	210 0	210	1/20/2005		41.472 80.64			89.964 174.93	80.64	40.53	4.008	14.994
Concord	ROAD SFD FLOWES-ZION	FLOWES-ZION CONCEPTUAL SITE PLAN	APE2019-00030	MARK EISENBEIS	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Single Family		382 0	382			146.688	73.726	7.792	318.206	146.688	73.726	97.792	318.206
	CONCEPTUAL SITE PLAN SFD				, , , , , , , , , , , , , , , , , , ,			J.														
Concord	FLOWES-ZION CONCEPTUAL SITE PLAN TH	FLOWES-ZION CONCEPTUAL SITE PLAN	APF2019-00031	MARK EISENBEIS	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Single Family		221 0	221			84.864	42.653	6.576	184.093	84.864	42.653	56.576	184.093
Kannapolis	FOREST PARK CROSSING	FOREST PARK CROSSING	APF2010-00005	Traci Dusenbury	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School Kannapolis Intermediate School	Closed-Built Out	Multi Family	12/22/2010	56 56	0			12.992	6.496	8.68	28.168	0	0	0	0
Harrisburg	FOUNDERS	FOUNDERS RESERVE	APF2008-00131	PARK STONE WEST, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	4/17/2017	43 44	-1		5/20/2015	16.512	8.299	1.008	35.819	-0.384	-0.193	-0.256	-0.833
Harrisburg	FOUNDERS RESERVE PHASE 2	FOUNDERS RESERVE PHASE 2	APF2014-00006	RYAND HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	9/22/2016	15 7	8			5.76	2.895	3.84	12.495	3.072	1.544	2.048	6.664
Midland	FOX CREEK	FOX CREEK	APF2017-00001	B & C Land Holdings	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Single Family	8/19/2020	207 204	3		-	79.488			172.431	1.152	0.579	0.768	2.499
Harrisburg	FRANCES HAVEN		APF2008-00038	ALBIZA FORTUNE BUILDERS INC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	3/20/2019	20 19		9/19/2006	1/1/2013	7.68		5.12	16.66	0.384	0.193	0.256	0.833
Cabarrus County Concord	FRAZIER ACRES	FRAZIER ACRES FULLERTON PLACE	APF2008-00156 APF2008-00052	JIMMY FRAZIER LENNAR CAROLINAS, LLC	Cox Mill High School Cox Mill High School	Harris Road Middle School Harris Road Middle School	Charles A Boger Elementary School W R Odell Elementary School	Closed-Built Out Closed-Built Out	Single Family Single Family	8/20/2002 2/4/2016	67 1 201 198		12/15/2005	5/17/2016	25.728 77.184			55.811 167.433	25.344 1.152	12.738 0.579	16.896 0.768	54.978 2.499
					-				Gingle Fairing	2/4/2010	6 0		12/13/2003	3/1//2010	11.104	30.735		107.400				
Kannapolis	GAY STREET TOWNHOMES	GAY STREET TOWNHOMES	APF2022-00058	JARED DULLUM	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending							0	0	0	0	1.392	0.696	0.93	3.018
Cabarrus County	GENE CT SUBDIVISION	GENE CT SUBDIVISION	APF2021-00020	KATE UNDERWOOD	Concord High School	Concord Middle School	W M Irvin Elementary School	Pending			13 0	13			0	0	0	0	3.016	1.508	2.015	6.539
Concord	GENISIS	GENISIS CONSTRUCTION	APF2021-00059	KEVIN WILLIAMS	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Pending	Townhouse		120 0	120			16.56	8.28	11.04	35.88	16.56	8.28	11.04	35.88
Concord	GEORGE LILES RESIDENTIAL - SF/	GEORGE LILES RESIDENTIAL - SFA	APF2021-00016	KATIE BRADLEY		HD Winkler Middle School	Weddington Hills Elementary School	Pending	Multi Family		85 0	85			27.84	13.92	18.6	60.36	19.72	9.86	13.175	42.755
Concord	GEORGE LILES RESIDENTIAL - SFE	GEORGE LILES RESIDENTIAL - SFD	APF2023-00002	SCOTT KIGER		HD Winkler Middle School	Weddington Hills Elementary School	Pending			23 0	23			0	0	0	0	5.336	2.668	3.565	11.569
Kannapolis	GEOREGETOWN	GEORGETOWN CROSSINGS	APF2020-00038	REID OWEN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active (platting & permitting)	Townhouse		150 0	150			20.7	10.35	13.8	44.85	20.7	10.35	13.8	44.85
Cabarrus County	GLEN LAUREL	GLEN LAUREL	APF2008-00157	NO APPLICANT	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Active Building Permitting	Single Family	7/28/2014	260 5	255			99.84	50.18	66.56	216.58	97.92	49.215	65.28	212.415
Concord	GLENGROVE	GLENGROVE	APF2008-00050	UNKNOWN	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	6/30/2014	325 198			6/8/2016	124.8			270.725	48.768	24.511	32.512	105.791
Locust	GLENWOOD AT THE VILLAGE OF RED BRIDGE	GLENWOOD AT THE VILLAGE OF RED BRIDGE	APF2008-00172	Mark Friedman	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Approved	Townhouse	1/23/2023	741 18		3/1/2005		102.258			221.559	99.774	49.887	66.516	216.177
Concord	GOODMAN HEIGHTS TOWNHOMES	GOODMAN HEIGHTS TOWNHOMES	APF2021-00037	STEVEN SINGLETON	Jay M Robinson High School	Concord Middle School	Wolf Meadow Elementary School	Pending	Townhouse		287 0				39.606			85.813	39.606	19.803	26.404	85.813
Kannapolis	GRACE'S RESERVE	GRACE'S RESERVE	APF2016-00025	EARNHARDT INTERCHANGE	Concord High School	Concord Middle School	Royal Oaks Elementary School	Construction Drawing Review	Multi Family		200 0	200			46.4	23.2	31	100.6	46.4	23.2	31	100.6
Concord	GRANARY OAKS	GRANARY OAKS	APF2017-00006	Rick Jasinski	Northwest Cabarrus High School	Harris Road Middle School	Cox Mill Elementary School	Active Building Permitting	Single Family	3/10/2022	229 55				87.936			190.757	66.816	33.582	44.544	144.942
Kannapolis Harrisburg	GRAND SABANA GRANTHAM	GRAND SABANA GRANTHAM	APF2008-00184 APF2015-00001	Ejlali Hamid SOUTH CABARRUS CORPORATION	A L Brown High School Hickory Ridge High School	Kannapolis Middle School Hickory Ridge Middle School	Jackson Park Elementary School Kannapolis Intermediate School Patriots Elementary School	Closed-Built Out Active (platting & permitting)	Single Family Single Family	10/14/2020 3/31/2021	5 15 275 181				1.92 105.6			4.165 229.075	-3.84 36.096	-1.93 18.142	-2.56 24.064	-8.33 78.302
Mt. Pleasant	GREEN ACRES	GREEN ACRES	APF2013-00001 APF2017-00030		Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School	Construction Drawing Review	Single Family	3/31/2021	37 0				14.592			31.654	14.208	7.141	9.472	30.821
Kannapolis	GREEN VIEW	GREEN VIEW APARTMENTS	APF2021-00006	JAMES A FISHER	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Construction Drawing Review	Multi Family	1	126 0	126			29.232	14.616	19.53	63.378	29.232	14.616	19.53	63.378
Concord	APARTMENTS HACKBERRY PLACE	HACKBERRY PLACE	APF2008-00100	RICHARD GOODMAN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	6/13/2014	64 46		10/19/2004		24.576			53.312	6.912	3.474	4.608	14.994
Concord	HALLSTEAD	HALLSTEAD	APF2008-00113	CROSLAND LAND	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Closed-Built Out	Single Family	2/7/2020	475 487		11/18/2004	12/31/2015	182.4			395.675	-4.608	-2.316	-3.072	-9.996
Cabarrus County Concord	HAMILTON CREST	HAMILTON CREST HAMPDEN VILLAGE	APF2008-00163 APF2008-00053	Terry Bluto METRO DEVELOPMENT GROUP, LLC	Cox Mill High School Central Cabarrus High School	Harris Road Middle School C C Griffin Middle School	W R Odell Elementary School Wolf Meadow Elementary School	Closed-Built Out Closed-Built Out	Single Family Single Family	2/28/2022 9/13/2017	55 50 193 173		3/26/2001 12/15/2005	12/14/2014	21.12 61.374			45.815 112.133	1.92 7.68	0.965 3.86	1.28 5.12	4.165 16.66
Concord	HANNAH'S MEADOW	HANNAH'S MEADOW	APF2017-00034	MATTHEW McWILLIAMS	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Pending	Single Family		29 0	29			11.136	5.597	7.424	24.157	11.136	5.597	7.424	24.157
Concord		HARRIS ROAD SFD SUBDIVISION	APF2017-00036	DONALD EDWARD	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Pending	Townhouse		21 0	21			12.42	6.21	8.28	26.91	2.898	1.449	1.932	6.279
Harrisburg	HARRISBURG	HARRISBURG HEIGHTS	APF2015-00006	LAMBERT RHONDA A	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Void	Age Restricted	1	62 0	62			0	0	0	0	0	0	0	0
Harrisburg	HEIGHTS HARRISBURG LANDING	HARRISBURG LANDING TOWNHOMES	APF2022-00013	HENSON FOLEY	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Active (platting & permitting)	Multi Family		15 0	15			3.48	1.74	2.325	7.545	3.48	1.74	2.325	7.545
Harrisburg	TOWNHOMES HARRISBURG	HARRISBURG TOWN CENTER	APF2008-00165	J&B Development Management, Inc.	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Townhouse	9/12/2005	243 315	i -72		9/15/2007	33.534	16.767	2.356	72.657	-9.936	-4.968	-6.624	-21.528
Harrisburg	TOWN CENTER HARRISBURG VILLAGE SINGLE	HARRISBURG VILLAGE SINGLE FAMILY	APF2016-00003	LAMBERT RHONDA A	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Construction Drawing Review	Single Family	6/20/2022	51 23	28			19.584	9.843	3.056	42.483	10.752	5.404	7.168	23.324
Harrisburg	FAMILY HARRISBURG VILLAGE	HARRISBURG VILLAGE TOWNHOMES	APF2016-00002	LAMBERT RHONDA A	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Active Platting	Townhouse	6/20/2022	207 82	125			28.566	14.283	9.044	61.893	17.25	8.625	11.5	37.375
Concord	RIVER	HAVEN AT ROCKY RIVER	APF2015-00009	LICARI JOHN MARSHALL	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Active Building Permitting	Single Family	1/24/2023	140 122	2 18			53.76	27.02	35.84	116.62	6.912	3.474	4.608	14.994
Concord	HAVENBROOK	HAVENBROOK	APF2008-00046	unkown	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Single Family	9/4/2007	225 224				86.4			187.425	0.384	0.193	0.256	0.833
Cabarrus County		S HAWICK COMMONS	APF2008-00166	The Mulvaney Group Ltd.	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	12/12/2006	162 86				62.208			134.946	29.184	14.668	19.456	63.308
Cabarrus County	HAWKS RIDGE	HAWKS RIDGE	APF2008-00055	Randal Scribner	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Expired	Single Family	0/4/0000	164 0			10/17/2013	62.976			136.612	62.976	31.652	41.984	136.612
Harrisburg Kannapolis	HAWTHORNE HAWTHORNE AT	HAWTHORNE HAWTHRONE AT THE GLEN	APF2008-00130 APF2016-00022	KEVIN HALL, PE JACO PROPERTIES INC	Hickory Ridge High School Northwest Cabarrus High School	Hickory Ridge Middle School Northwest Cabarrus Middle School	Patriots Elementary School Charles A Boger Elementary School	Closed-Built Out Closed-Built Out	Single Family Multi Family	3/4/2020	104 91 224 0	13 224	11/14/2008	6/9/2016	39.936 51.968			86.632 112.672	4.992 51.968	2.509 25.984	3.328 34.72	10.829 112.672
	THE GLEN	HEARTHWOOD		UNKNOWN						8/18/2016	99 112	-13	7/15/2004	12/31/2015	31.482			57.519	-4.992			
Concord Harrisburg	HEARTHWOOD HEATHERSTONE	HEATHERSTONE	APF2008-00051 APF2008-00082	PARKER ORLEANS	Central Cabarrus High School Hickory Ridge High School	C C Griffin Middle School Hickory Ridge Middle School	Rocky River Elementary School Harrisburg Elementary School	Closed-Built Out Closed-Built Out	Single Family Single Family	8/18/2016 5/19/2008	99 112 174 153		9/17/2004		31.482 66.816			57.519 144.942	-4.992 8.064	-2.509 4.053	-3.328 5.376	-10.829 17.493
Concord	MATTAMY CAROLINA CORPORATION	HEDGECLIFF TOWNS	APF2021-00058	BRIAN JOHNSON	Concord High School	Concord Middle School	Royal Oaks Elementary School	Pending	Single Family		170 0				65.28			141.61	65.28	32.81	43.52	141.61
Harrisburg	HELMSRIDGE	HELMSRIDGE	APF2022-00038	SHEA HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Pending	Single Family		91 0				34.944	17.563	3.296	75.803	34.944	17.563	23.296	75.803
Cabarrus County	HENDRICK MOTORSPORTS COMPLEX	HENDRICK MOTORSPORTS COMPLEX	APF2008-00161	NO APPLICANT				Void			0 0	0			0	0	0	0	0	0	0	0
Harrisburg	HERITAGE MANOR	HERITAGE MANOR	APF2022-00014	PULTE GROUP	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Pending	Single Family		38 0	38			14.592	7.334	9.728	31.654	14.592	7.334	9.728	31.654
Kannapolis		HERITAGE OAKS ESTATES	APF2008-00162	NO APPLICANT	Concord High School	Concord Middle School	Royal Oaks Elementary School	Pre APFO	Single Family		25 0	25			9.6	4.825	6.4	20.825	9.6	4.825	6.4	20.825
Concord	ESTATES HERITAGE RIDGE	HERITAGE RIDGE AT MOSS CREEK	APF2016-00001	INAARA LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active Building Permitting	Single Family	12/9/2021	84 76	8			32.256	16.212	1.504	69.972	3.072	1.544	2.048	6.664
Harrisburg	AT MOSS CREEK HICKORY RIDGE	HICKORY RIDGE ROAD SITE	APF2021-00047	MATT LEVESQUE	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School	Pending	Townhouse	1	55 0				7.59			16.445	7.59	3.795	5.06	16.445
	ROAD SITE HIGH MEADOWS	HIGH MEADOWS ROAD	APF2022-00015	CHRIS TODD		C C Griffin Middle School		Void		1								327.369		75.849		
Concord	ROAD				Central Cabarrus High School		Rocky River Elementary School		Single Family	ļ	393 0				150.912				150.912		100.608	327.369
Concord	HIGH MEADOWS SINGLE FAMILY HIGHLAND CREEK	HIGH MEADOWS SINGLE FAMILY	APF2021-00054 APF2008-00147	CHRIS TODD Westbrook Highland Creek, LLC\Rhein	Central Cabarrus High School Cox Mill High School	C C Griffin Middle School Harris Road Middle School	Rocky River Elementary School	Pending Closed-Built Out	Single Family Single Family	3/23/2016	393 0 1200 115		11/19/2001		150.912 460.8			327.369 999.6	150.912 18.816	9.457	100.608 12.544	327.369 40.817
Concord	HIGHWAY 29 MIXED USE	HIGHWAY 29 MIXED USE	APF2020-00027	WESLEY HINSON	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Pending	Single Family		132 0	132			50.688	25.476	w.182	109.956	50.688	25.476	33.792	109.956

Jurisdiction	APF Base Data Subdivision	Subdivision		Applicant	High School	Middle School	School are School are School are	Statu	Subdivision Type	Last Permit	Units Issued o UnitsApproved	Units Remaining	Dev Order Approved	Students o DO Leg Expiration	Students -	High Students	Total Students	Remaining ( Elementary	Remaining	High:	Remaining S Total
Kannapolis Harrisburg	HILLSIDE	HILLSIDE HOLCOMBE WOODS	APF2022-00032 APF2014-00022	Evan Lloyd US Developers LLC/Land Design	A L Brown High School Hickory Ridge High School	Kannapolis Middle School Hickory Ridge Middle School	Forest Park Elementary School Patriots Elementary School	Pending Active Building Permitting	Townhouse Single Family	2/24/2022	420 412	24			312 1.6 1.28 81.	56 2.208 06 107.5		3.312	1.656 1.544	2.208 2.048	7.176 6.664
Harrisburg	WOODS HOWIE PROPERTY	HOWIE PROPERTY	APF2018-00016	YARBROUGH	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Void	Single Family		76 0	76		29	184 14.0	68 19.45	6 63.308	29.184	14.668	19.456	63.308
Kannapolis	HUGH HILL	HUGH HILL	APF2018-00003	DAVID MILLER REALTY & INVESTMENT	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Closed-Built Out	Single Family	6/16/2021	0 18	-18			0 0	0	0	-6.912	-3.474	-4.608	-14.994
Concord	HUNTON FOREST	HUNTON FOREST	APF2017-00009	Steven Wilson	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	10/27/2021	361 359	2		13	.624 69.6	73 92.41	6 300.713	0.768	0.386	0.512	1.666
Kannapolis	HUTCHINS	HUTCHINS PROPERTY	APF2021-00049	MERRICK	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Void	Single Family		63 0	63		24	192 12.1	59 16.12	8 52.479	24.192	12.159	16.128	52.479
Concord	HWY 49 CONCORD	HWY 49 CONCORD 55 - SINGLE FAMILY ATTACHED	APF2019-00039	SEAN PAONE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Withdrawn	Single Family		132 0	132		50	688 25.4	76 33.79	2 109.956	50.688	25.476	33.792	109.956
Concord		HWY 49 CONCORD 55 - SINGLE FAMILY DETACHED	APF2019-00038	SEAN PAONE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Withdrawn	Single Family		141 0	141		54	144 27.3	13 36.09	6 117.453	54.144	27.213	36.096	117.453
Kannapolis	INTEGRA SPRINGS KELLSWATER BRIDGE	INTEGRA SPRINGS KELLSWATER BRIDGE	APF2009-00013	GLK Group, LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Multi Family	7/17/2009	312 286	26	7/14/2009 1	2/31/2011 72	384 36.1	92 48.36	5 156.936	6.032	3.016	4.03	13.078
Kannapolis	IRISH CREEK	IRISH CREEK	APF2021-00050	LAND DESIGN				Pending	Single Family		1037 0				.208 200.			398.208	200.141	265.472	863.821
Kannapolis Kannapolis	JACOB'S RIDGE JEFF & LAURA	JACOB'S RIDGE JEFF & LAURA GRAY	APF2008-00033 APF2018-00004	YATES PROPERTIES JEFFREY GRAY	Northwest Cabarrus High School A L Brown High School	Northwest Cabarrus Middle School Kannapolis Middle School	Charles A Boger Elementary School Forest Park Elementary School	Closed-Built Out Withdrawn	Single Family Single Family	9/29/2022	27 23 4 0	4	1/20/2003		368 5.2 536 0.7	11 6.912 72 1.024		1.536 1.536	0.772	1.024	3.332 3.332
Cabarrus Countv	GRAY JENSEN	JENSEN	APF2008-00168	Charlie Duke	Concord High School	Concord Middle School	W M Irvin Elementary School	Closed-Built Out	Single Family	10/25/2005	6 6					58 1.536		0	0	0	0
Kannapolis	JIM JOHNSON RD	JIM JOHNSON RD DEVELOPMENT	APF2020-00100	PULTE HOMES	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Single Family	10/23/2003	0 0			2	0 0	0	0	0	0	0	0
Kannapolis		JIM JOHNSON RD TOWNHOMES	JIM	KIMLEY HORN	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Void	Townhouse		0 0	0			o c	0	0	0	0	0	0
Kannapolis	TOWNHOMES	KANNAPOLIS APARTMENTS	APF2020-00039	BRIAN PARENT	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School	Pending	Multi Family		72 0	72		16	704 8.3	52 11.10	36.216	16.704	8.352	11.16	36.216
Kannapolis	APARTMENTS KANNAPOLIS HWY 3 APARTMENTS	KANNAPOLIS HWY 3 APARTMENTS	APF2022-00050	V3 SOUTHEAST	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending	Multi Family		280 0	280		6	.96 32.	48 43.4	140.84	64.96	32.48	43.4	140.84
Kannapolis	KANNAPOLIS PARKWAY SITE SINGLE FAMILY	KANNAPOLIS PARKWAY SINGLE FAMILY		MCEACHERN LEONARD B JR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active Building Permitting	Single Family		166 0				744 32.0				32.038	42.496	138.278
Kannapolis Kannapolis	KANNAPOLIS PARKWAY SITE SINGLE FAMILY KANNAPOLIS	KANNAPOLIS PARKWAY TOWNHOMES	APF2016-00005 APF2021-00051	MCEACHERN LEONARD B JR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School Charles A Boger Elementary School	Pending	Townhouse		133 0				.49 7.2			18.354	9.177 7.245	9.66	39.767 31.395
Concord	PARKWAY TOWNHOMES KASEN BLUFF	KASEN BLUFF	APF2008-00094	DARYL SUTHER	Concord High School	Concord Middle School	W M Irvin Elementary School	Expired	Single Family		12 0		4/17/2007 4		508 2.3			4.608	2.316	3.072	9.996
Kannapolis	KELLSWATER BRIDGE	KELLSWATER BRIDGE	APF2008-00117	L-STAR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	7/29/2022	960 901	59	10/27/2011 1	0/27/2026 36	3.64 185	28 245.7	6 799.68	22.656	11.387	15.104	49.147
Kannapolis	KELLSWATER COMMON	KELLSWATER COMMON	APF2020-00013	OWEN REID	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Void	Townhouse		150 0	150		2	0.7 10.	35 13.8	44.85	20.7	10.35	13.8	44.85
Harrisburg	KENSINGTON	KENSINGTON FOREST	APF2008-00102	NIBLOCK DEVELOPMENT CORP	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School	Closed-Built Out	Single Family	8/7/2018	188 184	4	1/14/2006 1	2/17/2013 72	192 36.3	84 48.12	8 156.604	1.536	0.772	1.024	3.332
Concord	KENSLEY EAST	KENSLEY EAST	APF2020-00019	DONALD MURPHY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active Building Permitting	Single Family	5/31/2022	13 11					09 3.328		0.768	0.386	0.512	1.666
Concord	KINGS GRANT MULTI-FAMILY	KINGS GRANT MULTI-FAMILY	APF2021-00062	KEITH MACVEAN	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School	Pending	Multi Family		168 0	168			976 19.4		84.504	38.976	19.488	26.04	84.504
Concord	LAKESIDE AT BEDFORD FARMS DUPLEXES		APF2022-00054	Donald Munday	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School	Pending	Multi Family		30 0				0 0		0	6.96	3.48	4.65	15.09
Concord Harrisburg	LAKESIDE AT BEDFORD FARMS SFR LANDON	LAKESIDE AT BEDFORD FARMS SFR	APF2008-00065 APF2008-00129	DONALD MUNDAY	Mt Pleasant High School Jay M Robinson High School	Mt Pleasant Middle School J N Fries Middle School	W M Inin Elementary School Pitt School Road Elementary School	Pending	Single Family Townhouse		118 0				312 22.1 042 7.5			45.312 15.042	22.774	30.208 10.028	98.294 32.591
Kannapolis	LANE ST	LANE ST APARTMENTS	APF2022-00041	Lane St Apts	Concord High School	Concord Middle School	Royal Oaks Elementary School	Pending	Multi Family		266 0		0/20/2000	20/2012 10	0 0	0	0 0	61.712	30.856	41.23	133.798
Kannapolis	APARTMENTS LANE STREET	LANE STREET MULTI-FAMILY	APF2021-00053	ALEXANDER RICKS	Concord High School	Concord Middle School	Royal Oaks Elementary School	Pending	Multi Family		250 0	250			8 2	38.7	5 125.75	58	29	38.75	125.75
Concord	MULTI-FAMILY LANSTONE	LANSTONE	APF2008-00093	UNKNOWN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	10/12/2015	39 35	4		14	976 7.5	27 9.984	32.487	1.536	0.772	1.024	3.332
Concord	LANTANA	LANTANA LAUNDRY STREET DEVELOPMENT	APF2015-00004	RANKIN KIRKSEY C	Cox Mill High School	Harris Road Middle School	Cox Mil Elementary School	Closed-Built Out	Single Family	3/26/2021	88 87	1			792 16.9			0.384	0.193	0.256	0.833
Kannapolis	LAUNDRY STREET DEVELOPMENT	LAUNDRY STREET DEVELOPMENT	APF2022-00065	KING ENGINEERING OF CONCORD	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Void			6 0	6			0 0	0	0	1.392	0.696	0.93	3.018
Kannapolis	LAUNDRY STREET	Laundry Street Extension Subdivision	APF2022-00063	Sam King Jr	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Construction Drawing Review			6 0	6			o c	0	0	1.392	0.696	0.93	3.018
Concord	LAUREL PARK	LAUREL PARK	APF2008-00099	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Closed-Built Out	Single Family	8/21/2019	709 690	) 19	1	2/31/2015 27	.256 136.	837 181.50	04 590.597	7.296	3.667	4.864	15.827
Concord	LAUREL PARK PHASE 3	LAUREL PARK PHASE 3	APF2008-00098	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Vold	Single Family		15 0	15		5	76 2.8	95 3.84	12.495	5.76	2.895	3.84	12.495
Concord	LAUREL PARK PHASES 4-6	LAUREL PARK PHASES 4-6	APF2008-00097	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Void	Single Family	2/11/2014	257 2	255	3/15/2005 5	/15/2012 98	688 49.6	01 65.79	2 214.081	97.92	49.215	65.28	212.415
Concord	LAWNDALE SINGLE FAMILY	LAWNDALE SINGLE FAMILY	APF2022-00001	MICAH VANDERBURG	Concord High School	Concord Middle School	R Brown McAllister Elementary School	Pending	Single Family		7 0	7		2	588 1.3	51 1.793	2 5.831	2.688	1.351	1.792	5.831
Concord	LEGACY CONCORD	LEGACY APARTMENTS	APF2014-00011	COBLE FAMILY FARM LTD PTNRSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Closed-Built Out	Multi Family	3/27/2015	348 332	2 16		79	808 39.9	04 53.3	2 173.032	3.712	1.856	2.48	8.048
Concord	LEGACY CONCORD PHASE I		APF2022-00017	SCOTT KIGER	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Pending	Multi Family		154 0				728 17.8				17.864	23.87	77.462
Harrisburg	LITCHFIELD VILLAGE	LITCHFIELD VILLAGE	APF2008-00125	LENNAR COMMUNITIES OF CHARLOTTE, IN		Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	12/12/2011	150 161		1/18/2005 §		7.6 28.			-4.224	-2.123	-2.816	-9.163
Concord Concord	LITEN LIVING	LITEN LIVING LITTLE TEXAS LLC	APF2021-00057 APF2008-00175	LEE SIGMON Matthew P. Jones	Cox Mill High School Central Cabarrus High School	Harris Road Middle School C C Griffin Middle School	Cox Mill Elementary School A T Allen Elementary School	Pending Withdrawn	Multi Family Single Family		260 0 224 0				.32 30. 016 43.2				30.16 43.232	40.3 57.344	130.78 186.592
Concord	LONGVIEW	LONGVIEW APARTMENTS	APF2020-00029	CARRIE O'BRIEN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Pending	Multi Family		2020 0			46	3.64 234				234.32	313.1	1016.06
Concord	APARTMENTS LOWER ROCKY RIVER ROAD PROPERTIES	LOWER ROCKY RIVER PROPERTIES	APF2019-00008	SARA SHIRLEY	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Sketch	Single Family		106 0				0 0		0	40.704	20.458	27.136	88.298
Concord		LUCKY DRIVE SITE	APF2018-00032	EDDIE MOORE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Single Family	12/13/2022	0 5	-5			0 0	0	0	-1.92	-0.965	-1.28	-4.165
Concord	LYNMERE		APF2016-00017	OXFORD LAND SALES INC	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Single Family	4440400000	117 0		FIA01005-		928 22.5 992 6.1			44.928	22.581	29.952	97.461
Concord	MAGNOLIA CROSSING		APF2008-00079		Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Single Family	1/10/2023	44 41							1.152	0.579	0.768	2.499
Harrisburg	MAGNOLIA SPRINGS	MAGNOLIA SPRINGS	APF2008-00128	SATURDAY INVESTMENTS, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	4/14/2008	190 190		6/19/2003 6		.96 36.			0	0	U	V
Kannapolis Kannapolis	MAIN STREET MALLARD POINTE	MAIN STREET MALLARD POINTE ESTATES	APF2020-00040 APF2014-00016	JOSHUA MASTERS UNKNOWN	A L Brown High School A L Brown High School	Kannapolis Middle School Kannapolis Middle School	Fred L Wilson Elementary School Forest Park Elementary School Kannapolis Intermediate S	Active (platting & permitting) School All Lots Platted	Single Family Single Family	1/27/2023 7/28/2016	6 4 215 158				304 1.1 .56 41.4	58 1.536 95 55.04		0.768 21.888	0.386	0.512 14.592	1.666 47.481
' Kannapolis	ESTATES MANCHESTER	MANCHESTER PLACE	APF2013-00010	DANNY G BOST LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Single Family	5/31/2007	162 86				208 31.2				14.668	19.456	63.308
' Concord	PLACE MANOR AVENUE	MANOR AVENUE SUBDIVISION	APF2020-00035	RICK BURRAGE	Concord High School	Concord Middle School	R Brown McAllister Elementary School	Pending	Single Family		8 0			3	072 1.5			3.072	1.544	2.048	6.664
Harrisburg	SUBDIVISION MANOR RIDGE	MANOR RIDGE	APF2008-00176	Michael Nicosia, PE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Void	Single Family		300 0		11/20/2007 1		5.2 57			115.2	57.9	76.8	249.9
Concord	MARDAN X LLC	MARDAN X LLC	APF2008-00169	Mark McCormick	Concord High School	Concord Middle School	Weddington Hills Elementary School	Expired	Multi Family	1	168 0	168		38	976 19.4	88 26.04	84.504	38.976	19.488	26.04	84.504
Concord Concord	MAY STREET MCGRAW	MAY STREET MCGRAW PROPERTY	APF2022-00035 APF2008-00064	CEVASTIANO HERNANDEZ UNKNOWN	Concord High School Cox Mill High School	Concord Middle School Harris Road Middle School	W M Irvin Elementary School Cox Mill Elementary School	Pending Withdrawn	Single Family Single Family		10 0 54 0		10/16/2007 1		84 1.9 736 10.4			3.84 20.736	1.93 10.422	2.56 13.824	8.33 44.982
Concord	PROPERTY	NOONW FROPERIT	AFF2000-00064	GIRANOWIN	SOX WIII FIIGH SCHOOL	namis ruau Middle School	COX WITH EIGHTIGHT ANY SCHOOL	vv iunaraiwn	Single Family		ა4 0	- 54	10/10/2007 1		/ 30 10.4	13.82	- 44.982	20.736	10.422	13.624	44.982

Jurisdiction Harrisburg	APF Base Data Subdivision MCKINLEY		APF2018-00031	A pp lican GROUP	북 양 Hckory Ridge High School	Hickory Ridge Middle School	School Elementary Harrisburg Elementary School	Intermediate School	Pending	Subdivision Type Single Family	Last Permit	Units Issued 0 UnitsApproved 165	Units Remaining 165	Dev Order Approved	DO Leg Expiration	Elementary Students 88.32	Middle Students 44.39	High Students	Total Students 191.59	Remaining 63.36	Remaining 31.845	Remaining 42.24	Remaining Total: 137.445
Kannapolis		MEADOW CREEK APARTMENTS	APF2008-00116	FLORIAN GHITAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Multi Family	8/25/2008	14 14	0	6/26/2008		3.248	1.624	2.17	7.042	0	0	0	0
Locust		MEADOW CREEK VILLAGE	APF2013-00009	RL REGI NORTH CAROLINA LLC	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Active Building Permitting	Single Family	12/2/2016	92 104	-12			53.76	27.02	35.84	116.62	-4.608	-2.316	-3.072	-9.996
Concord		MEETING STREET HOMES PHASE 2	APF2018-00024	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Withdrawn	Townhouse	2/8/2023	66 61	5			9.108	4.554	6.072	19.734	0.69	0.345	0.46	1.495
Concord	HOMES PHASE 2 MEETING STREET	MEETING STREET HOMES PHASE 3	APF2018-00025	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Withdrawn	Townhouse		66 0	66			9.108	4.554	6.072	19.734	9.108	4.554	6.072	19.734
Concord	HOMES PHASE 3	MEETING STRET HOMES PHASE 1	APF2018-00023	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Withdrawn	Multi Family		296 0	296			68.672	34.336	45.88	148.888	68.672	34.336	45.88	148.888
Concord	HOMES PHASE 1	MERIDIAN	APF2008-00081	GUADALUPE JAVIER ZANDATE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	1/25/2017	16 17		9/19/2006		6.144		4.096	13.328	-0.384	-0.193	-0.256	-0.833
Concord	MIDDLEFIELD	MIDDLEFIELD SINGLE FAMILY ATTACHED		BRIDGET GRANT	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School		Withdrawn	Townhouse	1720/2011	127 0		3/13/2000		17.526		11.684	37.973	17.526	8.763	11.684	37.973
	SINGLE FAMILY ATTACHED																						
Concord	MIDDLEFIELD SINGLE FAMILY DETACHED	MIDDLEFIELD SINGLE FAMILY DETACHED	APF2021-00009	BRIDGET GRANT	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School		Withdrawn	Single Family		821 0	821			315.264	158.453	210.176	683.893	315.264	158.453	210.176	683.893
Concord	MIDDLEFIELD SINGLE FAMILY MULTI-FAMILY	MIDDLEFIELD SINGLE FAMILY MULTI- FAMILY	APF2021-00011	BRIDGET GRANT	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School		Withdrawn	Multi Family		0 0	0			0	0	0	0	0	0	0	0
Midland	MIDLAND	MIDLAND CROSSING	APF2019-00016	BURTON ENGINEERING	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Construction Drawing Review	Single Family		129 0	129			49.536	24.897	33.024	107.457	49.536	24.897	33.024	107.457
Kannapolis	MILL CREEK	MILL CREEK CROSSING - SFA	APF2022-00010	Joel Causey	A L Brown High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	1	Void	Townhouse		300 0	300			41.4	20.7	27.6	89.7	41.4	20.7	27.6	89.7
Kannapolis	CROSSING - SFA MILL CREEK	MILL CREEK CROSSING - SFD	APF2022-00009	Joel Causey	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Void	Single Family		283 0	283			47.616	23.932	31.744	103.292	108.672	54.619	72.448	235.739
Kannapolis	CROSSING - SFD MILLBROOKE	MILLBROOKE	APF2008-00114	GANDY COMMUNITIES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family	11/4/2021	128 63	65	4/6/2008	4/6/2012	49.152	24.704	32.768	106.624	24.96	12.545	16.64	54.145
Kannapolis	MILLBROOKE	MILLBROOKE	APF2014-00015	GANDY COMMUNITIES					Void	Single Family	11/4/2021	131 63		4/6/2008		50.304		33.536	109.123	26.112	13.124	17.408	56.644
Concord Concord	MILLGROVE COX	MILLGROVE MILLGROVE - COX MILL	APF2021-00002 APF2019-00021	FRED MATRULLI ALAN KERLEY	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	1	Void Void	Single Family Single Family		136 0 0 0				52.224	26.248 0	34.816 0	113.288	52.224	26.248 0	34.816	113.288 0
Concord	MILLGROVE - COX MILL SINGLE FAMILY		APF2019-00021	JOHN HOLCOMB	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Void	Single Family		100 0				38.4		25.6	83.3	38.4	19.3	25.6	83.3
Concord	ATTACHED MILLGROVE	MILLGROVE SINGLE FAMILY DETACHED	APF2019-00036	JOHN HOLCOMB	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Void	Single Family		94 0	94			36.096	18.142	24.064	78.302	36.096	18.142	24.064	78.302
Kannapolis		MLKJ AV MIXED USE DEVELOPMENT	APF2022-00052	JEFF YOUNG	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School		Pending	Single Family		12 0	12			4.608	2.316	3.072	9.996	4.608	2.316	3.072	9.996
Kannapolis	USE DEVELOPMENT MONARCH	MONARCH MEADOWS	APF2017-00002	TIMOTHY TALLENT	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Kannapolis Intermediate School	Pending	Single Family		45 0	45			17.28	8.685	11.52	37.485	17.28	8.685	11.52	37.485
Cabarrus County	MEADOWS MOORECREST	MOORECREST	APF2008-00110		Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	6/14/2006	92 93		1/27/2003		35.328		23.552	76.636	-0.384	-0.193	-0.256	-0.833
Harrisburg		MOREHEAD ROAD SITE	APF2021-00041	MATTAMY HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Pending	Single Family	0/14/2000	85 0		112112003		32.64		21.76	70.805	32.64	16.405	21.76	70.805
Concord	SITE MORRISON RIDGE - MULTI-FAMILY	MORRISON RIDGE - MULTI-FAMILY	APF2020-00032	KATIE BRADLEY	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Withdrawn	Multi Family		336 0	336			77.952	38.976	52.08	169.008	77.952	38.976	52.08	169.008
Concord		MORRISON RIDGE - SINGLE FAMILY ATTACHED	APF2020-00031	KATIE BRADLEY	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Withdrawn	Townhouse		200 0	200			27.6	13.8	18.4	59.8	27.6	13.8	18.4	59.8
Concord		MORRISON RIDGE - SINGLE FAMILY DETACHED	APF2020-00030	PULTE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Withdrawn	Single Family		150 0	150	-		57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Concord	MOSS CREEK	MOSS CREEK	APF2008-00083	ROBERT W. BURKETT	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	3/20/2012	1400 120		1/20/2000		537.6		358.4	1166.2	74.88	37.635	49.92	162.435
Concord	MOSS CREEK TOWNHOMES	MOSS CREEK TOWNHOMES	APF2008-00103	J & B DEVELOPMENT AND MANAGEMENT, INC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		88 0		1/20/2000		12.006		8.004	26.013	12.144	6.072	8.096	26.312
Cabarrus County	MOUNT OLIVE ESTATES	MOUNT OLIVE ESTATES	APF2008-00146	Bryant Parnell	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Closed-Built Out	Single Family	7/6/2006	10 11		1/28/2002		3.84		2.56	8.33	-0.384	-0.193	-0.256	-0.833
Concord	MOUNTAIN BROOK PHASE 6	MOUNTAIN BROOK PHASE 6	APF2008-00084	MDP CUSTOM HOMES, INC	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family	1/31/2019	8 4	4	12/12/2006		3.072	1.544	2.048	6.664	1.536	0.772	1.024	3.332
Concord	MOUNTAIN LAUREL	MOUNTAIN LAUREL	APF2008-00096	BEAZER HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Closed-Built Out	Single Family	9/9/2013	76 78	-2	10/19/2004		29.184	14.668	19.456	63.308	-0.768	-0.386	-0.512	-1.666
Concord	MURPHY PROPERTY SINGLE FAMILY		APF2021-00029	AUSTIN COLEMAN	Concord High School	Concord Middle School	Beverly Hills Elementary School		Pending	Single Family		113 0	113			43.392	21.809	28.928	94.129	43.392	21.809	28.928	94.129
Mt. Pleasant	NEUENBERG	NEUENBERG	APF2018-00018	MEL THOMPSON	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	1 1 1 1	Closed-Built Out	Single Family	3/9/2021	98				3.456	1 1	2.304	7.497	0.384	0.193	0.256	0.833
Concord	NEW LIFE DEVELOPERS	NEW LIFE DEVELOPERS	APF2021-00036	GREG LAFFERTY	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family	2/2/2022	8 1	7			3.072	1.544	2.048	6.664	2.688	1.351	1.792	5.831
Kannapolis	NEWMAN MANOR			J&E Land Holding Company	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		All Lots Platted	Single Family	11/10/2022	29 16		8/10/2005	4/25/2012	11.136		7.424	24.157	4.992	2.509	3.328	10.829
Kannapolis		NEXUS MILL CREEK	APF2021-00005	HUNTER OGLESBY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Multi Family		258 0				68.208	34.104	45.57	147.882	59.856	29.928	39.99	129.774
Concord	NIBLOCK EVA DRIVE	NIBLOCK EVA DRIVE	APF2017-00044	NIBLOCK	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Closed-Built Out	Single Family	6/2/2021	0 28	-28			0	0	0	0	-10.752	-5.404	-7.168	-23.324
Concord	Niblock Farms	Niblock Farms	APF2014-00008	Niblock Farms LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Void	Single Family		381 0				146.304		97.536	317.373	146.304	73.533	97.536	317.373
Kannapolis Concord	OAK RIDGE II OAKLAWN	OAK RIDGE II OAKLAWN	APF2022-00053 APF2022-00033	DONALD M PAGE STREETSCAPE LAND PARTNERS	Concord High School Cox Mill High School	Concord Middle School Harris Road Middle School	Royal Oaks Elementary School W R Odell Elementary School		Pending Active (platting & permitting)	Multi Family Townhouse	12/1/2022	11 0 189 3				2.552 26.082	1.276 13.041	1.705 17.388	5.533 56.511	2.552 25.668	1.276 12.834	1.705 17.112	5.533 55.614
Concord	ODELL CORNER	ODELL CORNER	APF2022-00033 APF2016-00014	UNICA U B O	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse	1/12/2022	84 66				11.592		7.728	25.116	25.008	12.834	1.656	5.382
Cabarrus County	ODELL PLACE	ODELL PLACE	APF2008-00144	Howard R Hurlocker	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Closed-Built Out	Single Family	1/30/2023	5 13	-8	1/15/2004		1.92	0.965	1.28	4.165	-3.072	-1.544	-2.048	-6.664
Concord	OLD CHARLOTTE MULTIFAMILY	OLD CHARLOTTE MULTIFAMILY	APF2021-00045	KATE UNDERWOOD	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Multi Family		32 0	32			7.424	3.712	4.96	16.096	7.424	3.712	4.96	16.096
Concord	OLD HOLLAND APARTMENTS	OLD HOLLAND APARTMENTS	APF2016-00020	OLD HOLLAND ROAD LLC	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Withdrawn	Multi Family		328 0	328			76.096	38.048	50.84	164.984	76.096	38.048	50.84	164.984
Concord	OLD HOLLAND MULTI-FAMILY	OLD HOLLAND MULTI-FAMILY	APF2021-00033 APF2020-00016	JIM GUYTON BRENT NARKAWICZ	Jay M Robinson High School Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School Carl A Furr Elementary School		Pending	Multi Family Multi Family		18 0 0 0				4.176	2.088	2.79	9.054	4.176	2.088	2.79	9.054
	MULTI FAMILY							1			0/20/2017					45.00	7 70	40.01	v	0.000	U 1 051	J	5.05
Concord		OLDE HOMESTEAD	APF2019-00029		Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School		Active Building Permitting	Single Family	9/23/2022	40 33				15.36	<u> </u>	10.24	33.32	2.688	1.351	1.792	5.831
Cabarrus County Harrisburg		OLIVE WOODS ORCHID RIDGE	APF2010-00006 APF2021-00024	EMILY R CLINE ROBERT PRICE	Mt Pleasant High School Hickory Ridge High School	Mt Pleasant Middle School Hickory Ridge Middle School	Mt Pleasant Elementary School Patriots Elementary School		All Lots Platted Pending	Single Family Single Family	2/28/2018	5 4 459 0		10/21/2010	12/31/2012	1.92 176.256	0.965 88.587	1.28 117.504	4.165 382.347	0.384 176.256	0.193 88.587	0.256	0.833 382.347
Concord		OXFORD COMMONS	APF2021-00024 APF2008-00085	FRANK STRAZULLA, PORTRAIT HOMES		HD Winkler Middle School	Carl A Furr Elementary School		Closed-Built Out	Townhouse	10/15/2007	459 0 105 86		4/18/2006	12/31/2013	176.256	7.245	9.66	31.395	2.622	1.311	1.748	5.681
Cabarrus County	PARK CREEK	PARK CREEK	APF2013-00002		Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		All Lots Platted	Single Family	5/4/2022	198 70				76.032		50.688	164.934	49.152	24.704	32.768	106.624
Cabarrus County	PARK CREEK	PARK CREEK PHASE 3	APF2008-00034	CARL ANDERSON	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Single Family		45 0		11/20/2008	12/31/2013	17.28		11.52	37.485	17.28	8.685	11.52	37.485
Concord	PHASE 3 PARK PLACE	PARK PLACE	APF2008-00059	Craft Development	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Closed-Built Out	Single Family	5/3/2016	131 133	-2	1/27/2003	12/31/2011	50.304	25.283	33.536	109.123	-0.768	-0.386	-0.512	-1.666
Concord	PARK VIEW AT	PARK VIEW AT COX MILL	APF2019-00012		Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family		168 0				32.64		21.76	70.805	64.512	32.424	43.008	139.944
Cabarrus County	COX MILL PARKLAND	PARKLAND VENTURES MHP	APF2017-00020	FUTURE MHC NC LLC	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Pending	Single Family		90 0	90			34.56	17.37	23.04	74.97	34.56	17.37	23.04	74.97
Concord	VENTURES MHP PARKSIDE AT	PARKSIDE AT SKYBROOK VILLAGE	APF2008-00067	SKYBOOK, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	1	Closed-Built Out	Single Family	8/23/2018			1/16/2007	1/17/2016	19.2		12.8	41.65	1.92	0.965	1.28	4.165
	VILLAGE PARKSIDE AT	PARKSIDE AT SKYBROOK VILLAGE	APF2008-00067	SKYBROOK LLC					Void			50 45		., 10/2007	., 11/2010							1.20	
Concord	SKYBROOK VILLAGE				Cox Mill High School	Harris Road Middle School	W R Odell Elementary School			Single Family	8/23/2018				71/5/02	19.2		12.8	41.65	1.92	0.965		4.165
Concord Kannapolis	PARKVIEW	PARKVIEW PARKWAY COMMONS	APF2009-00005 APF2008-00107	Real Value Development Inc. AMERICAN DEVELOPMENT	Central Cabarrus High School Northwest Cabarrus High School	C C Griffin Middle School Northwest Cabarrus Middle School	Rocky River Elementary School Charles A Boger Elementary School		Closed-Built Out Inactive	Single Family Multi Family	4/21/2021	195 178 532 0		5/23/2007	7/15/2016			49.92 82.46	162.435 267.596	6.528 123.424	3.281 61.712	4.352 82.46	14.161 267.596
	COMMONS			INDUSTRIES, INC																		1	

Jurisdiction	APF Base Data Subdivision	Subdivision	APF	Applicant	High School	Middle School	Elementary School	Status Intermediate School	Туре	Last Permit	UnitsApproved	Kemaining Units Issued	Dev Order Approved Units	DO Leg Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Middle Remaining	High Remaining	Remaining Total
Cabarrus County	PEACH ORCHARD ESTATES	PEACH ORCHARD ESTATES	APF2008-00118	HAYDEN MCMAHON DEVELOPMENT INC	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School	Active (platting & permitting)	) Single F	amily 1/23/20	020 134	145 -	11 1/15/2004	8/30/2013	51.456	25.862	34.304	111.622	-4.224	-2.123	-2.816	-9.163
Concord	PEACHTREE	PEACHTREE TOWNHOMES	APF2021-00042	GINGER MOORE	Concord High School	Concord Middle School	Coltrane-Webb Elementary School	Pending	Townho	ouse	18	0	18		2.484	1.242	1.656	5.382	2.484	1.242	1.656	5.382
Kannapolis	PELHEM POINTE	PELHEM POINTE	APF2008-00041	Ryland Homes	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single F				10 3/17/2008		43.392	21.809	28.928	94.129	3.84	1.93	2.56	8.33
Concord	PENDLETON SINGLE-FAMILY	PENDLETON MULTI-FAMILY UNITS	APF2010-00002	PENDLETON / CONCORD PARTNER, LLC	Concord High School	Concord Middle School	W M Irvin Elementary School	Pending	Single F	amily	90	0	90	12/31/2013	34.56	17.37	23.04	74.97	34.56	17.37	23.04	74.97
Concord	UNITS PENDLETON SINGLE FAMILY	PENDLETON SINGLE FAMILY UNITS	APF2008-00069	PENDLETON / CONCORD PARTNER, LLC	Concord High School	Concord Middle School	W M Irvin Elementary School	Closed-Built Out	Single F	amily 7/14/20	)20 88	117 ·	29 5/15/2007	12/31/2013	33.792	16.984	22.528	73.304	-11.136	-5.597	-7.424	-24.157
Kannapolis	PENNANT SQUARE PHASE 1	PENNANT SQUARE PHASE 1	APF2022-00003	TRI POINTE HOMES HOLDINGS INC	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending	Townho	ouse 5/6/202	22 67	6	61		9.246	4.623	6.164	20.033	8.418	4.209	5.612	18.239
Harrisburg	PHARR MILL	PHARR MILL NEIGHBORHOOD	APF2019-00022	DPR ASSOCIATES	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School	Pending	Single F	amily	285	0 2	285		109.44	55.005	72.96	237.405	109.44	55.005	72.96	237.405
Kannapolis	NEIGHBORHOOD PIEDMONT	PIEDMONT CONCORD LAKE	APF2009-00009	Jason Oesterreich	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School Construction Drawing Revie	ew Multi Fa	amily	400	0 4	400	6/22/2014	92.8	46.4	62	201.2	92.8	46.4	62	201.2
Kannapolis	CONCORD LAKE PIEDMENT	PIEDMONT CONCORD LAKE	APF2014-00012	Jason Oesterreich	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School Construction Drawing Revie	ew Townho	ouse	120	0	120	6/22/2014	16.56	8.28	11.04	35.88	16.56	8.28	11.04	35.88
Locust	CONCORD LAKE PINE BLUFF SINGLE FAMILY DEVELOPMENT	PINE BLUFF SINGLE FAMILY DEVELOPMENT	APF2021-00032	SMITH DOUGLAS HOMES	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Approved	Single F	amily	114	0	114		43.776	22.002	29.184	94.962	43.776	22.002	29.184	94.962
Kannapolis	PINE CREEK	PINE CREEK	APF2013-00008	PINE CREEK DEVELOPERS LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Inactive	Single F	amily 6/28/20	121 58	30	28		22.272	11.194	14.848	48.314	10.752	5.404	7.168	23.324
Concord	PINE GROVE CHURCH ROAD	PINE GROVE CHURCH ROAD SITE	APF2018-00022	PETER TATGE	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Pending	Single F	amily	319	0 3	319		122.496	61.567	81.664	265.727	122.496	61.567	81.664	265.727
Concord	SITE PIPER LANDING	PIPER LANDING SFA	APF2019-00034	CHRIS TODD	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School	Active (platting & permitting)	j) Townho	ouse 12/1/20	268	33 2	235		36.984	18.492	24.656	80.132	32.43	16.215	21.62	70.265
Concord	SFA PIPER LANDING	PIPER LANDING SFD	APF2019-00024	JEREMY HORTON	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School	Construction Drawing Revie	ew Single F	amily	85	0	85		25.344	12.738	16.896	54.978	32.64	16.405	21.76	70.805
Concord		PITTS SCHOOL RD TOWNHOMES	APF2021-00035	VAMSHEEDHAR DEVARISHATI	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Townho		56	0	56		7.728	3.864	5.152	16.744	7.728	3.864	5.152	16.744
Concord	TOWNHOMES PITTS SCHOOL	PITTS SCHOOL ROAD DEVELOPMENT -	APF2020-00008	EDWIN SUDDRETH	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Void	Single F			0	0		0	0	0	0	0	0	0	0
	ROAD DEVELOPMENT - SINGLE FAMILY	SINGLE FAMILY DETACHED																				
Concord	DETACHED PITTS SCHOOL	PITTS SCHOOL ROAD TOWNHOME	APF2020-00009	AUSTIN MOBLEY	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Pending	Townho	ouse	243	0	243		33.534	16.767	22.356	72.657	33.534	16.767	22.356	72.657
	ROAD TOWNHOME DEVELOPMENT																					
Mt. Pleasant	PLEASANT CROSSING TOWNHOMES	PLEASANT CROSSING TOWNHOMES	APF2020-00022	MP DEVELOPMENT PARTNERS	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	Construction Drawing Revie	ew Multi Fa	amily	34	0	34		7.888	3.944	5.27	17.102	7.888	3.944	5.27	17.102
Concord	PLEASANT OAKS	PLEASANT OAKS	APF2008-00047	KISER DEVELOPMENT COMPANY	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School	Closed-Built Out	Single F	amily 2/28/20	170	163	7 2/21/2005	8/17/2015	65.28	32.81	43.52	141.61	2.688	1.351	1.792	5.831
Concord	POOL PLACE THOWNHOMES	POOL PLACE THOWNHOMES	APF2022-00055	JOSH BUTLER		Northwest Cabarrus Middle School	Winecoff Elementary School	Pending	Townho		38		38		0	0	0	0	5.244	2.622	3.496	11.362
Concord Concord	POPLAR COVE POPLAR	POPLAR COVE POPLAR CROSSING COMMONS ADULT	APF2016-00016 APF2012-00003	Workforce Homestead, Inc	Concord High School Northwest Cabarrus High School	HD Winkler Middle School Northwest Cabarrus Middle School	Weddington Hills Elementary School Weddington Hills Elementary School	Closed-Built Out Closed-Built Out	Single F Age Res		120 23 66	21 0	2 66		8.832 9.9	4.439 3.63	5.888 4.752	19.159 18.282	0.768	0.386	0.512	1.666
Concord	CROSSING COMMONS ADULT LIVING CENTER	LIVING CENTER	AIT2012-00003	THORNOLOGI HUMBARDAN, INC.			Woodingourn ins Eistheinary Ouriou	COSOUP Daix Cat	Age Nes			0			0.0	3.00	4.1 32	10.202		0	0	0
Concord	POPLAR POINTE TOWNHOMES	POPLAR POINT TOWNHOMES	APF2017-00032	JEFF REASNOR	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Townho	ouse 5/20/20	120 36	30	6		4.968	2.484	3.312	10.764	0.828	0.414	0.552	1.794
Concord		POPLAR TENT RD SITE	APF2021-00043	MCKENZIE PUBLICOVER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Pending	Multi Fa	amily	330	0	330		76.56	38.28	51.15	165.99	76.56	38.28	51.15	165.99
Concord	POPLAR TENT ROAD SITE	POPLAR TENT ROAD SITE	APF2021-00027	MCKENZIE PUBLICOVER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Void	Multi Fa	amily	200	0 3	200		46.4	23.2	31	100.6	46.4	23.2	31	100.6
Concord	POPLAR TENT SINGLE FAMILY	POPLAR TENT SINGLE FAMILY	APF2020-00024	CITY OF CONCORD	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Pending	Single F	amily	20	0	20		7.68	3.86	5.12	16.66	7.68	3.86	5.12	16.66
Cabarrus County	PORTERS LANDING	PORTERS LANDING	APF2008-00057	NO APPLICANT	Hickory Ridge High School	Hickory Ridge Middle School	Bethel Elementary School	Closed-Built Out	Single F	amily 9/18/20	117 94	195 -	101 4/19/1999		36.096	18.142	24.064	78.302	-38.784	-19.493	-25.856	-84.133
Concord	PRIDE ONE DEVELOPMENT	PRIDE ONE DEVELOPMENT	APF2018-00015	SUSHANTH CHARABUDDI	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Pending	Multi Fa	amily	130	0	130		30.16	15.08	20.15	65.39	30.16	15.08	20.15	65.39
Kannapolis	PROJECT KP-73	PROJECT KP-73	APF2022-00046	KEN JONMAIRE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Multi Fa				300	100000000	69.6	34.8	46.5	150.9	69.6	34.8	46.5	150.9
Harrisburg	PROVIDENCE	PROVIDENCE MANOR	APF2008-00106	L & R DEVELOPMENT, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Single F				92 12/15/2003	12/29/2007	57.216	28.757	38.144	124.117	35.328	17.756	23.552	76.636
Kannapolis	PROVIDENCE PLACE	PROVIDENCE PLACE	APF2022-00005	ACRO Development Services	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Active Building Permitting	Single F			0	0		0	0	0	0	0	-	0	U
Concord Concord	RAMSGATE	PROVINCE GREEN RAMSGATE	APF2008-00074 APF2008-00070	UNKNOWN UNKNKOWN	Northwest Cabarrus High School Central Cabarrus High School	Northwest Cabarrus Middle School C C Griffin Middle School	Weddington Hills Elementary School A T Allen Elementary School	Closed-Built Out Closed-Built Out	Single F Single F				10 •18		23.424 86.016	11.773 43.232	15.616 57.344	50.813 186.592	3.84 -6.912	1.93 -3.474	2.56 -4.608	8.33 -14.994
Kannapolis	RED CEDAR LANDING	RED CEDAR LANDING	APF2014-00017	REO FUNDING SOLUTIONS III LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Multi Fa		150	0	150 10/1/2014		34.8	17.4	23.25	75.45	34.8	17.4	23.25	75.45
Kannapolis	RED DIRT PROPERTIES TOWNHOMES	RED DIRT PROPERTIES TOWNHOMES	APF2020-00037	KANDIE LABERT	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Pending	Townho	buse	48	0	48		6.624	3.312	4.416	14.352	6.624	3.312	4.416	14.352
Kannapolis		RED ST DUPLEXES	APF2022-00024	Darrell Turner	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending	Single F	amily	0	0	0		0	0	0	0	0	0	0	0
Kannapolis	REDWOOD KANNAPOLIS	REDWOOD KANNAPOLIS	APF2022-00004	Bob Dyer	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active (platting & permitting)	) Single F	amily	158	0	158		60.672	30.494	40.448	131.614	60.672	30.494	40.448	131.614
Kannapolis	REDWOOD KANNAPOLIS PARKWAY	REDWOOD KANNAPOLIS PARKWAY	APF2020-00002	BOB DYER	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Void	Multi Fa	amily 10/19/20	022 166	116	50		38.512	19.256	25.73	83.498	11.6	5.8	7.75	25.15
Kannapolis	REDWOOD LIVING DAVIDSON HIGHWAY	REDWOOD LIVING DAVIDSON HIGHWAY	APF2021-00004	BOB DYER	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Townho	buse	78	0	78		10.764	5.382	7.176	23.322	10.764	5.382	7.176	23.322
Concord	RIDGES AT	RIDGES AT CONCORD	APF2008-00072	QUAIL HAVEN DEVELOPMENT	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Withdrawn	Single F	amily	551	0	551 4/18/2006	12/31/2010	211.584	106.343	141.056	458.983	211.584	106.343	141.056	458.983
Concord	CONCORD RING AV	RING AV DUPLEXES	APF2021-00026	DALE FINK	Concord High School	Concord Middle School	W M Irvin Elementary School	Pending	Single F		8	0	8		3.072	1.544	2.048	6.664	3.072	1.544	2.048	6.664
Kannapolis	DUPLEXES RIVER POINTE AT	RIVER POINTE AT DAVIDSON	APF2013-00014	Wayne Patrick Holdings, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Single F		444	0 4	444 9/4/2013		170.496	85.692	113.664	369.852	170.496	85.692	113.664	369.852
Cabarrus County	DAVIDSON RIVERBEND	RIVERBEND	APF2008-00078	GREATHORN PROPERTIES	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Approved	Single F		28	0	28 12/20/2007	12/19/2013	10.752	5.404	7.168	23.324	10.752	5.404	7.168	23.324
Concord	RIVERWALK		APF2008-00044		Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Single F	amily 8/2/20 <sup>.</sup>			41	FIGURE	187.392	94.184	124.928	406.504	-15.744	-7.913	-10.496	-34.153
Concord	ROBERTA CROSSSING	ROBERTA CROSSING	APF2014-00003	LIVE WELL HOMES	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single F				54	5/20/2016	21.12	10.615	14.08	45.815	20.736	10.422	13.824	44.982
Concord	ROBERTA MEADOWS	ROBERTA MEADOWS	APF2008-00075	PITTS SCHOOL, LLC / TIM HUNTLEY	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single F				2 6/20/2006	6/20/2012	12.672	6.369	8.448	27.489	0.768	0.386	0.512	1.666
Concord	ROBERTA RIDGE SUBDIVISION	ROBERTA RIDGE SUBDIVISION	APF2016-00007	BLACKWELDER FANNIE B	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Closed-Built Out	Single F	amily 6/18/20		208	-z			39.758		171.598	-0.768	-0.386	-0.512	-1.666
Concord	ROBERTA ROAD SUBDIVISION	ROBERTA ROAD SUBDIVISION	APF2023-00001	SAM KING	Control Cohoraus 15-b Cobs	J N Fries Middle School	Wolf Meadow Elementary School	Pending		amile		0			0	0	0	0	1.624	0.812	1.085	3.521
Concord	ROBERTA ROAD SUBDVISION SOUTH	ROBERTA ROAD SUBDVISION SOUTH	APF2017-00042	PULTE HOMES	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Void	Single F				28		10.752	5.404	7.168	23.324	10.752	5.404	7.168	23.324
Concord	ROBERTA ROAD TOWNHOMES	ROBERTA ROAD TOWNHOMES	APF2019-00011	JONATHAN CARTER	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Withdrawn	Townho			3			2.208	1.104	1.472	4.784	1.794	0.897	1.196	3.887
Concord	ROCKLAND CIRCLE TOWNHOMES	ROCKLAND CIRCLE TOWNHOMES	APF2020-00020	SARA SHIRLEY	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Pending	Townho			0			10.212	5.106		22.126	10.212	5.106	6.808	22.126
Cabarrus County Cabarrus County	ROCKY GLEN ROCKY MEADOWS	ROCKY GLEN ROCKY MEADOWS	APF2008-00077 APF2008-00164	RANDALL SCRIBNER Randy Humphrey and Associates	Central Cabarrus High School Central Cabarrus High School	C C Griffin Middle School C C Griffin Middle School	Rocky River Elementary School Rocky River Elementary School	Expired Closed-Built Out	Single F Single F				49 7/19/2007 -2 1/15/1999	7/18/2013	18.816 54.528	9.457 27.406	12.544 36.352	40.817 118.286	18.816 -0.768	9.457 -0.386	12.544 -0.512	40.817 -1.666
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Juri solicition	APF Base Data Subdivision ROCKY RIVER	ROCKY RIVER ESTATES PH 1	APF2017-00005	DEVELOPMENT SOLUTIONS GROUP	reg Sc reg Central Cabarrus High School	C C Griffin Middle School	School Elementary Rocky River Elementary School	School Pending	Subdivision Type Single Family	Last Permit	Units Issued 0 UnitsApproved 56	Units 6	DO Leg Expiration Dev Order Approved	Elementary Students 21.504	Middle Students 10.808	High Students 14,336	Total Students 46.648	Elementary 21,504	Remaining 10.808	Remaining 14,336	Remaining Total 6.648
	ESTATES PH 1 ROGERS LAKE		APF2017-00021	JOURNEY CAPITAL LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Pendina	Townhouse		0 0	0		0	0	0	0	0	0	0	0
Kannapolis	ROAD TOWNHOMES ROY CHATHAM MINOR	ROY CHATHAM MINOR SUBDIVISION	APF2017-00022	ROY CHATHAM	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Active (platting & permitting)	Single Family	11/16/2021	3 6	-3		3.072	1.544	2.048	6.664	-1.152	-0.579	-0.768	-2.499
Concord	SUBDIVISION ROYSCROFT	ROYSCROFT	APF2008-00073	PROVIDENT DEVELOPMENT GROUP	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Pending	Single Family		0 0	0	3/15/2007 3/14/201	3 0	0	0	0	0	0	0	0
Cabarrus County	RUSTIC CANYON	RUSTIC CANYON	APF2008-00063	SHEA HOMES	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	In Progress	Single Family		595 0	595	6/21/2007 6/20/201	3 228.48	114.835	152.32	495.635	228.48	114.835	152.32	495.635
Midland Concord	SADDLEBROOK SALISBURY TRACE		APF2008-00133 APF2016-00008	LANDCRAFT COPPERFIELD APTS/DARREN LUCAS	Central Cabarrus High School Concord High School	C C Griffin Middle School Concord Middle School	Bethel Elementary School W M Irvin Elementary School	Closed-Built Out	Single Family Multi Family		169 183 424 0	-14 424	3/13/2007 5/13/201	7 64.512 98.368	32.424 49.184	43.008 65.72	139.944 213.272	-5.376 98.368	-2.702 49.184	-3.584 65.72	-11.662 213.272
Concord	AT BRANCHVIEW		AIT 2010-00000	COT ENTED AN ODAINER EDUAD	Concord High Octoor			TT I ALCHWI	word ramity		424 0	424		30.300	43.104	03.72	215.272	30.000	43.104	03.72	210.272
Kannapolis	SAMUEL CRISP MINOR SUBDIVISION		APF2017-00023	SAMUEL CRISP	A L Brown High School		Jackson Park Elementary School Kannapolis Inter		Single Family		0 4			3.072	1.544	2.048	6.664	-1.536	-0.772	-1.024	-3.332
Concord	SANCTUARY CODDLE CREEK	SANCTUARY CODDLE CREEK	APF2014-00005	DUNCAN VIRGINIA C ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Withdrawn	Multi Family	9/18/2017	62 1	61		14.384	7.192	9.61	31.186	14.152	7.076	9.455	30.683
Concord Concord	SAPPHIRE HILLS	SAPPHIRE HILLS SAVANNAH COMMONS	APF2008-00045 APF2008-00049	JBC Development Concord, LLC LANDMARK DEVELOPMENT VENTURES,	Concord High School	Concord Middle School HD Winkler Middle School	Weddington Hills Elementary School Pitt School Road Elementary School	Closed-Built Out Closed-Built Out	Townhouse Single Family		60 54 28 29		5/16/2006 7/13/201 12/21/2004	3 8.28	4.14 5.404	5.52 7.168	17.94 23.324	0.828 -0.384	0.414 -0.193	0.552 -0.256	1.794 -0.833
	COMMONS			LLC															0.100		
Kannapolis	PROPERTY	SELLERS PROPERTY	APF2020-00021	BRANDY SELLERS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Active (platting & permitting)	Single Family		2 2	U		2.688	1.351	1.792	5.831	U	U	U	U
Concord	SETTLERS LANDING TOWNHOMES	SETTLERS LANDING TOWNHOMES	APF2008-00179	Coddle Creek Development Group, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Townhouse	11/21/2017	116 125	-9	1/15/2008 3/29/201	5 16.008	8.004	10.672	34.684	-1.242	-0.621	-0.828	-2.691
Kannapolis	SETTLERS RIDGE		APF2008-00108	Craft/CP Morgan	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	All Lots Platted	Single Family	i	150 138	12	1/7/2004	57.6	28.95	38.4	124.95	4.608	2.316	3.072	9.996
Kannapolis	SHERWOOD DEVELOPMENT	SHERWOOD DEVELOPMENT	APF2018-00014	BLOC DESIGN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Void	Single Family		91 0	91		34.944	17.563	23.296	75.803	34.944	17.563	23.296	75.803
Kannapolis Locust	SHILOH VILLAGE SIGNATURE		APF2008-00071 APF2009-00007	SHILOH RIDGE DEVELOPMENT, LLC Chris Hunter	Cox Mill High School Central Cabarrus High School	Harris Road Middle School C C Griffin Middle School	W R Odell Elementary School Bethel Elementary School	Closed-Built Out Pending	Single Family Single Family		30 31 70 0	-1 70	6/19/2006 1/8/2008	11.52 26.88	5.79 13.51	7.68 17.92	24.99 58.31	-0.384 26.88	-0.193 13.51	-0.256 17.92	-0.833 58.31
Cabarrus County	DEVELOPMENT SKYBROOK	SKYBROOK	APF2008-00104	MVC, LLC/Bryan Properties	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Single Family	2/23/2018	254 388	-134	12/17/1998	97.536	49.022	65.024	211.582	-51.456	-25.862	-34.304	-111.622
Cabarrus County	SKYBROOK	SKYBROOK APARTMENTS	APF2017-00014	JIM GRDICH	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Issued	Multi Family	4/6/2017	268 280	-12		62.176	31.088	41.54	134.804	-2.784	-1.392	-1.86	-6.036
Concord	SKYBROOK	SKYBROOK CORNERS	APF2020-00001	SCOTT WILSON	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Townhouse		71 0	71		9.798	4.899	6.532	21.229	9.798	4.899	6.532	21.229
Kannapolis		SOUTH EMERSON HILLS APARTMENT HOMES	APF2022-00023	Kara Strickland	Concord High School	Concord Middle School	Royal Oaks Elementary School	Active (platting & permitting)	Multi Family		0 0	0		0	0	0	0	0	0	0	0
Kannapolis	SOUTH RIDGE	SOUTH RIDGE MULTI FAMILY	APF2022-00057	CHRIS WATTS	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Construction Drawing Review	Multi Family	1/24/2023	6 6	0		1.392	0.696	0.93	3.018	0	0	0	0
Mt. Pleasant	MULTI FAMILY SOUTH SKYLAND TOWNHOMES	SOUTH SKYLAND TOWNHOMES	APF2018-00017	RONALD BURRAGE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	Construction Drawing Review	Multi Family		16 0	16		3.712	1.856	2.48	8.048	3.712	1.856	2.48	8.048
Kannapolis	SOUTH VILLAGE	SOUTH VILLAGE SINGLE FAMILY	APF2009-00001	Richard McGinnis	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School Kannapolis Inter	nediate School Inactive	Single Family	1/4/2023	15 9	6	8/8/2011	2 5.76	2.895	3.84	12.495	2.304	1.158	1.536	4.998
Kannapolis	SINGLE FAMILY SOUTH VILLAGE	SOUTH VILLAGE TOWNHOMES	APF2009-00002	Richard McGinnis	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School Kannapolis Inter	nediate School Inactive	Townhouse	11/23/2022	145 56	89	8/8/2012	2 20.01	10.005	13.34	43.355	12.282	6.141	8.188	26.611
Concord	TOWNHOMES	SOUTHWOOD REALTY APTS	APF2019-00023	WILLIAM RATCHFORD	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School	Pending	Multi Family		0 0	0		0	0	0	0	0	0	0	0
Concord	REALTY APTS SPRING MEADOW	SPRING MEADOW	APF2017-00041	BOYD STANLEY	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Active (platting & permitting)	Single Family	2/6/2023	169 113			44.16	22.195	29.44	95.795	21.504	10.808	14.336	46.648
Concord	SPRING STREET		APF2021-00014	ALEX PETER	Concord High School	Concord Middle School	R Brown McAllister Elementary School	Pending	Townhouse		30 0	30		4.14	2.07	2.76	8.97	4.14	2.07	2.76	8.97
Concord	TOWNHOMES ST ANDREWS	ST ANDREWS PHASE 7	APF2008-00105	Danny Bost T.W.L.S. Inc.	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Closed-Built Out	Single Family	12/30/2014	32 5	27	11/19/2001	12.288	6.176	8.192	26.656	10.368	5.211	6.912	22.491
Cabarrus County	PHASE 7 ST ANDREWS PLACE	ST ANDREWS PLACE	APF2013-00003	twis, inc	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Closed-Built Out	Single Family	3/21/2014	516 238	278		198.144	99.588	132.096	429.828	106.752	53.654	71.168	231.574
Cabarrus County	ST. ANDREWS PHASE 7	St. Andrews Phase 7	APF2008-00171	Danny Bost				Void	Single Family		35 0	35		13.44	6.755	8.96	29.155	13.44	6.755	8.96	29.155
Harrisburg	STALLINGS FARM	STALLINGS FARM	APF2008-00037	JOE M STALLINGS ET. AL.	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	12/29/2014	21 48	-27	4/18/200	4 8.064	4.053	5.376	17.493	-10.368	-5.211	-6.912	-22.491
Harrisburg	STALLINGS FARM PHASE 5	STALLINGS FARM PHASE 5	APF2008-00126	VERNON BURRIS	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family	7/31/2013	35 26	9	6/21/2004 12/22/20	07 13.44	6.755	8.96	29.155	3.456	1.737	2.304	7.497
Cabarrus County	STALLINGS GLEN		APF2010-00004	CHRISTOPER PROPERTIES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Closed-Built Out	Single Family		29 67	-38		11.136	5.597	7.424	24.157	-14.592	-7.334	-9.728	-31.654
Harrisburg	STALLINGS ROAD SUBDIVISION	STALLINGS ROAD SUBDIVISION	APF2018-00013	ROBERT W NIXON	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Active (platting & permitting)	Single Family	9/14/2022	191 17	174		73.344	36.863	48.896	159.103	66.816	33.582	44.544	144.942
Concord	STILLWATER STONEWOOD	STILLWATER STONEWOOD TOWNHOMES	APF2008-00048 APF2017-00035	BRIAN LAYTON & JAMES D. LINKER COLE JENEST & STONE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Beverly Hills Elementary School	Void	Single Family			6	2/20/2007 2/20/201	3 2.304 3.036	1.158	1.536 2.024	4.998 6.578	2.304 3.036	1.158 1.518	1.536 2.024	4.998 6.578
Kannapolis	TOWNHOMES SUGAR HILL		APF2017-00035	JBR CUSTOM HOMES INC	Northwest Cabarrus High School	Northwest Cabarrus Middle School Harris Road Middle School	Charles A Boger Elementary School W R Odell Elementary School	Penaing Closed-Built Out	Cingle Carrie		22 0	- 22	11/12/2014 11/12/20			2.304	7.497	3.456	1.737	2.024	7.497
Cabarrus County Kannapolis	SUBDIVISION SUMMERLYN	SUGAR HILL SUBDIVISION		MATT PANNELL	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Active (platting & permitting)	Single Family Townhouse		9 0 152 0		11/12/2014 11/12/20			2.304		20.976	10.488	2.304	45.448
Naimapona	VILLAGE - SINGLE FAMILY ATTACHED	ATTACHED	ATT 2020-00007					Acade (pleaning a perimany)	TOWINGUS		102 0	132		20.370	10.400	13.304	-0.440	20.370	10.400	10.304	
Kannapolis	SUMMERLYN VILLAGE - SINGLE FAMILY DETACHED		APF2020-00006	MATT PANNELL	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Active (platting & permitting)	Single Family		220 0	220		84.48	42.46	56.32	183.26	84.48	42.46	56.32	183.26
Kannapolis					Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family		99 81		1/27/2014	38.016	19.107	25.344	82.467	6.912	3.474	4.608	14.994
Kannapolis Concord	SUMMIT SPRINGS TAYLOR GLEN		APF2022-00022 APF2022-00043	Campbell REED VANDERSLIK	A L Brown High School Jay M Robinson High School	Kannapolis Middle School HD Winkler Middle School	Jackson Park Elementary School Carl A Furr Elementary School	Construction Drawing Review Age Restricted Development			18 0 241 0			0	0	0	0	4.176 55.912	2.088 27.956	2.79 37.355	9.054 121.223
Concord			APF2021-00060	JOE WILSON	Concord High School	HD Winkler Middle School	Weddington Hills Elementary School	Pending	Single Family		213 0			81.792	41.109	54.528	177.429	81.792	41.109	54.528	177.429
Harrisburg	FARMINGTON TOWNHOMES	TERRACES AT FARMINGTON	APF2017-00010	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School	Construction Drawing Review	Townhouse		190 0	190		26.22	13.11	17.48	56.81	26.22	13.11	17.48	56.81
Concord	THE ARBORS		APF2019-00028	GINGER MOORE	Concord High School	Concord Middle School	R Brown McAllister Elementary School	Pending	Townhouse		22 0			3.036	1.518	2.024	6.578	3.036	1.518	2.024	6.578
Cabarrus County Concord	THE BLUFFS AT MILL BRIDGE THE CASCADES		APF2008-00076 APF2022-00012	HARTSELL BROTHERS THE ISAACS GROUP	Central Cabarrus High School Jay M Robinson High School	C C Griffin Middle School HD Winkler Middle School	Bethel Elementary School Wolf Meadow Elementary School	All Lots Platted Pending	Single Family		20 14 36 0		5/18/2006 5/17/201	2 7.68	3.86 0	5.12 0	16.66 0	2.304 8.352	1.158 4.176	1.536 5.58	4.998
Harrisburg	THE COURTYARDS ON ROBINSON CHURCH			YARBROUGH-WILLIAMS & HOULE, INC		Hickory Ridge Middle School	Harrisburg Elementary School	Construction Drawing Review	Single Family		77 0	1		29.568	14.861	19.712	64.141	29.568	14.861	19.712	64.141
Cabarrus County	THE ENCLAVE AT	THE ENCLAVE AT TIMBER RIDGE	APF2008-00109	Metrolina Development Corp.	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	All Lots Platted	Single Family	4/27/2021	21 16	5	8/18/2005	8.064	4.053	5.376	17.493	1.92	0.965	1.28	4.165
Kannapolis	TIMBER RIDGE THE FALLS (ROWAN COUNTY)	THE FALLS (ROWAN COUNTY)	APF2017-00004	B & C LAND HOLDINGS	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School	Closed-Built Out	Single Family	10/12/2022	203 206	-3		77.952	39.179	51.968	169.099	-1.152	-0.579	-0.768	-2.499
Kannapolis	THE FARM AT	THE FARM AT RIVERPOINTE	APF2008-00152	Wayne Patrick Holdings, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active (platting & permitting)	Single Family	2/6/2023	805 443	362	10/18/1999 1/21/201	6 309.12	155.365	206.08	670.565	139.008	69.866	92.672	301.546
Kannapolis	RIVERPOINTE THE GRAND	THE GRAND	APF2008-00112	MCCLAIN, BARR & ASSOCIATES, SCOTT	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Multi Family	1/30/2009	240 258	-18	2/7/2007	55.68	27.84	37.2	120.72	-4.176	-2.088	-2.79	-9.054
Kannapolis	The Meadows	The Meadows	APF2009-00008	NEELY AND STEVE Todd Meckley	A L Brown High School	Kannapolis Middle School	Woodrow Wilson Elementary School Kannapolis Inter	nediate School Void	Multi Family		0 0	0		0	0	0	0	0	0	0	0
Concord	THE MILLS AT ROCKY RIVER	THE MILLS AT ROCKY RIVER - MULTIFAMILY	APF2019-00001	NICK PARKER	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Pending	Multi Family	8/24/2015	300 8	292		69.6	34.8	46.5	150.9	67.744	33.872	45.26	146.876
Concord	THE MILLS AT ROCKY RIVER -	THE MILLS AT ROCKY RIVER - TOWNHOMES	APF2019-00002	NICK PARKER	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Construction Drawing Review	Townhouse		95 0	95		17.25	8.625	11.5	37.375	13.11	6.555	8.74	28.405
	TOWNHOMES																		l		

Jurisdiction Concord	Subdivision Data THE MILLS AT	لا و و و و و و و و و و و و و و و و و و و	APF2010-00003	Grace Development LLC	Entral Cabarrus High School	C C Griffin Middle School	School Elementary Patriots Elementary School	School Expired	Subdivision Type Multi Family	Last Permit	Units Issued ° UnitsApproved 347	Remaining of	Dev Order Approved	DO Leg ration 7/12/2016	Elementary 54	Middle Students 40.252	High Students	Total Students	Elementary 80 04	Remaining 002	High 53 475	Remaining Total 173 535
Concord	ROCKY RIVER MULTI FAMILY	FAMILY UNITS	AFF2010-00003	Grace Development LLC	Central Cabarrus High School		Patrois Elementary School	CAPIEU	wold Farmy	4/10/2014	341 Z	340		1/12/2010	00.004	40.232	55.765	174.041	80.04	40.02	55.475	173.335
Concord	UNITS THE MILLS AT ROCKY RIVER SINGLE FAMILY UNITS	THE MILLS AT ROCKY RIVER SINGLE FAMILY UNITS	APF2008-00151	Grace Development LLC	Central Cabarrus High School	C C Griffin Middle School	Patriots Elementary School	Closed-Built Out	Single Family	3/4/2022 8	853 846	6 7	12/15/2005	7/12/2016	327.552	164.629	218.368	710.549	2.688	1.351	1.792	5.831
Concord	THE OAKS AT	THE OAKS AT STEPHENS PLACE	APF2010-00007	JOHN FALKENBURY	Concord High School	Concord Middle School	Coltrane-Webb Elementary School	Void	Single Family		0 0	0			0	0	0	0	0	0	0	0
Concord	STEPHENS PLACE THE POINTE AT	THE POINTE AT SAINT ANDREWS	APF2008-00068	DANNY G BOST	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Closed-Built Out	Single Family	6/3/2013	42 43	-1	1/18/2007	1/17/2013	16.128	8.106	10.752	34.986	-0.384	-0.193	-0.256	-0.833
Concord		THE SEASONS AT POPLAR TENT	APF2015-00002	PANARA JAYSUKHLAL V	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Closed-Built Out	Multi Family	11/21/2016 2	264 144	4 120			61.248	30.624	40.92	132.792	27.84	13.92	18.6	60.36
Harrisburg	POPLAR TENT THE SLOOP ESTATES AT ROCKY RIVER	THE SLOOP ESTATES AT ROCKY RIVER CROSSING	APF2008-00123	MILDRED S. McMANUS	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family		16 0	16		5/22/2005	6.144	3.088	4.096	13.328	6.144	3.088	4.096	13.328
Concord	CROSSING THE STATION AT	THE STATION AT POPLAR TENT	APF2008-00182	Tom McClellan	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Multi Family	4/28/2016	312 312	2 0			72.384	36.192	48.36	156.936	0	0	0	0
Concord	POPLAR TENT THE VIEW	THE VIEW	APF2008-00180	Dane Dysert	Jay M Robinson High School	Harris Road Middle School	Weddington Hills Elementary School	Void	Single Family		0 0	0			0	0	0	0	0	0	0	0
Locust	THE VILLAGE AT REDBRIDGE TOWNHOMES	THE VILLAGE AT REDBRIDGE TOWNHOMES	APF2009-00004	Mark Friedman	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Approved	Single Family		417 37				160.128	80.481	106.752	347.361	145.92	73.34	97.28	316.54
Concord	THE VILLAGES AT SKYBROOK NORTH	THE VILLAGES AT SKYBROOK NORTH	APF2008-00087	PULTE HOMES	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	4/7/2020 4	467 415	5 52	1/18/2005	12/31/2015	179.328	90.131	119.552	389.011	19.968	10.036	13.312	43.316
Concord	VILLAGES AT SKYBROOK NORTH PHASE 3	THE VILLAGES AT SKYBROOK NORTH PHASE 3	APF2009-00011	Steven Pace	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Void	Single Family	9/16/2013	33 3	30	11/18/2008	12/31/2013	12.672	6.369	8.448	27.489	11.52	5.79	7.68	24.99
Concord	THE WAYFORTH	THE WAYFORTH AT CONCORD	APF2017-00018	MARTIN MARIETTA	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Townhouse	7/22/2020 1	150 157	7 -7			0	0	0	0	-0.966	-0.483	-0.644	-2.093
Concord	THE WOODS ON	THE WOODS ON SOUTH UNION	APF2013-00006	MSMC Venture, LLC	Concord High School	Concord Middle School	W M Irvin Elementary School	Closed-Built Out	Single Family	12/30/2019	77 28	49			29.568	14.861	19.712	64.141	18.816	9.457	12.544	40.817
Midland	SOUTH UNION THOMPSONS LAKE	THOMPSONS LAKE	APF2008-00134	FRANK JACOBUS, WILLIAM BREWSTER	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Expired	Single Family	9/16/2011	58 1	57	2/6/2009		34.344	15.012	13.392	62.748	21.888	11.001	14.592	47.481
Concord	TOWER PLACE TOWNHOMES PHASE 2	TOWER PLACE TOWNHOMES PHASE 2	APF2009-00015	CO., INC Fortune	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Pending	Townhouse		64 0	64			8.832	4.416	5.888	19.136	8.832	4.416	5.888	19.136
Harrisburg	TRAMORE	TRAMORE	APF2021-00025	ALAN KERLEY				Construction Drawing Review	Single Family		42 0				16.128	8.106	10.752	34.986	16.128	8.106	10.752	34.986
Concord	HOMES	TRANSFORMATION HOMES	APF2021-00061	RYAN LINDSEY	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Pending	Single Family		13 0				4.992	2.509	3.328	10.829	4.992	2.509	3.328	10.829
Kannapolis Kannapolis	TRINITY CREST	TRINITY CREST TRINITY CROSSING	APF2008-00158 APF2021-00055	Cindy Geater REQ FUNDING SOLUTIONS III	Northwest Cabarrus High School Northwest Cabarrus High School	Northwest Cabarrus Middle School Northwest Cabarrus Middle School	Charles A Boger Elementary School Charles A Boger Elementary School	Active Platting Active (platting & permitting)	Single Family Single Family		60 60 115 49				23.04 44.16	11.58 22 195	15.36 29.44	49.98 95.795	0 25.344	0 12.738	0 16.896	0 54.978
Kannapolis	TRINITY CHURCH ROAD	TRINITY CROSSING ROAD DEVELOPMENT		BOYD STANLY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Single Family		115 49 149 0				44.10 57.216	22.195	38.144	95.795 124.117	25.344 57.216	28.757	38.144	124.117
Cabarrus County	DEVELOPMENT TRINITY PLACE	TRINITY PLACE	APF2008-00159	Primestar Properties Inc	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	6/2/2022	5 10	-5			1.92	0.965	1.28	4.165	-1.92	-0.965	-1.28	-4.165
Kannapolis	TRINTY ROAD	TRINTY ROAD APARTMENTS	APF2020-00036	INDUS TRINITY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Multi Family		114 0	114			26.448	13.224	17.67	57.342	26.448	13.224	17.67	57.342
Concord	APARTMENTS TROUTMAN	TROUTMAN ENTERPRISES	APF2020-00010	JEFF YOUNG	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Construction Drawing Review	Single Family	12/8/2021	14 6	8			5.376	2.702	3.584	11.662	3.072	1.544	2.048	6.664
Midland	ENTERPRISES TUCKER CHASE	TUCKER CHASE	APF2008-00101	CHUCK STEVENS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Active (platting & permitting)	Single Family	7/26/2016	130 129	9 1	6/1/2004		62.208	31.266	41.472	134.946	0.384	0.193	0.256	0.833
Concord	TUCKER'S WALK	TUCKER'S WALK	APF2017-00033	KEN ORNDORFF	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Active Building Permitting	Townhouse	1/19/2023	91 18				12.558	6.279	8.372	27.209	10.074	5.037	6.716	21.827
Concord	UNICA UPPER ROOM	UNICA UPPER ROOM INTERNATIONAL	APF2015-00008	UNICA U B O	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Withdrawn	Single Family		175 0				67.2	33.775	44.8	145.775	67.2	33.775	44.8	145.775
Concord	INTERNATIONAL		APF2021-00022	KEVIN WILLIAMS	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Pending	Multi Family		60 0				13.92	6.96	9.3	30.18	13.92	6.96	9.3	30.18
Cabarrus County	VANDERBURG ESTATES	VANDERBURG ESTATES	APF2008-00160	Horton Landvest Inc	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	All Lots Platted	Single Family		114 51				43.776	22.002	29.184	94.962	24.192	12.159	16.128	52.479
Kannapolis Kannapolis	VIDA VIDA III	VIDA VIDA 3	APF2016-00027 APF2022-00021	CITY OF KANNAPOLIS Aaron Wagoner	A L Brown High School A L Brown High School	Kannapolis Middle School Kannapolis Middle School	Woodrow Wilson Elementary School Woodrow Wilson Elementary School	Closed-Built Out Pending	Multi Family Multi Family		280 0 0 0				64.96	32.48	43.4	140.84 0	64.96 0	32.48	43.4	140.84 0
Concord	VILLAGES AT DREAMING CREEK SINGLE FAMILY	VILLAGES AT DREAMING CREEK SINGLE		YATES PROPERTIES, LLC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Withdrawn	Single Family		57 0		7/17/2009	12/31/2015	21.888	11.001	14.592	47.481	21.888	11.001	14.592	47.481
Concord	VILLAGES AT DREAMING CREEK TOWNHOMES	VILLAGES AT DREAMING CREEK TOWNHOMES	APF2009-00003	YATES PROPERTIES, LLC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Withdrawn	Townhouse		46 0	46	7/17/2009	12/31/2015	6.348	3.174	4.232	13.754	6.348	3.174	4.232	13.754
Kannapolis	VILLAS AT FOREST PARK RETIREMENT FACILITY	VILLAS AT FOREST PARK RETIREMENT FACILITY	APF2008-00178	Douglas Company, LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School Closed-Built Out	Age Restricted		64 0	64			0	0	0	0	0	0	0	0
Concord	VILLAS AT LOGAN GARDENS RETIREMENT FACILITY	VILLAS AT LOGAN GARDENS RETIREMENT FACILITY	F APF2009-00014	Doug Hart	Jay M Robinson High School	HD Winkler Middle School	W M Irvin Elementary School	Closed-Built Out	Age Restricted	1/28/2014	44 2	42	9/15/2009		0	0	0	0	0	0	0	0
Concord	VILLAS AT	VILLAS AT WINECOFF	APF2008-00043	Danny Bost	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Single Family	5/26/2017	99 85	14	3/15/2005	12/31/2013	38.016	19.107	25.344	82.467	5.376	2.702	3.584	11.662
Kannapolis	WINECOFF	W F ST TOWNHOMES	APF2008-00043		A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Active (platting & permitting)	Townhouse		12 0				0			02.407	1.656	0.828	1.104	3.588
	TOWNHOMES	WALKER ROAD PROPERTIES														11.50	15.00					
Mt. Pleasant	WALKER ROAD PROPERTIES		APF2019-00006	ERIN BURRIS	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School	Sketch	Single Family		60 0				23.04	11.58	15.36	49.98	23.04	11.58	15.36	49.98
Concord Kannapolis	WALLACE MEADOWS TOWNHOMES WATERFORD ON	WALLACE MEADOWS TOWNHOMES	APF2018-00008	PETE ELMER	Cox Mill High School	Harris Road Middle School Harris Road Middle School	Cox Mill Elementary School W R Odell Elementary School	Pending Active (platting & permitting)	Townhouse Single Family		98 0 278 246		4/21/2005	10/1/2016	13.524			29.302	13.524	6.762	9.016 8.192	29.302 26.656
Concord	THE ROCKY RIVER	WATERSTONE AT WEDDINGTON	APF2008-00137		Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Multi Family				11/21/2006				29.664		-14.848	-7.424	-9.92	-32.192
	WEDDINGTON APARTMENTS	APARTMENTS																				
Concord	WEBUILD CONCORD	WEBUILD CONCORD	APF2022-00049	KARUIAM BOOKER	Jay M Robinson High School	Concord Middle School	Wolf Meadow Elementary School	Pending	Townhouse		26 0	26			3.588	1.794	2.392	7.774	3.588	1.794	2.392	7.774
Concord	WEDDINGTON HILLS OF CONCORD	WEDDINGTON HILLS OF CONCORD	APF2019-00020	HOLLY PAGEL	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Multi Family		144 0				68.904	34.452	46.035	149.391	33.408	16.704	22.32	72.432
Concord	WEDDINGTON ROAD SINGLE FAMILY DETACHED	WEDDINGTON ROAD SINGLE FAMILY DETACHED	APF2021-00038	DANIEL LAMBERT	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School	Pending	Single Family		85 0	85			32.64	16.405	21.76	70.805	32.64	16.405	21.76	70.805
Concord	WEDINGTON ROAD SITE MATTAMY HOMES	WEDDINGTON ROAD SITE MATTAMY HOMES	APF2015-00005	MATTAMY HOMES	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Void	Single Family	2	281 0	281			107.904	54.233	71.936	234.073	107.904	54.233	71.936	234.073
Concord	WEDDINGTON ROAD TOWNHOMES	WEDDINGTON ROAD TOWNHOMES	APF2021-00039	DANIEL LAMBERT	Jay M Robinson High School	HD Winkler Middle School	Weddington Hills Elementary School	Pending	Townhouse		246 0	246			33.948	16.974	22.632	73.554	33.948	16.974	22.632	73.554
Concord	WEDDINGTON ROAD TRACT	WEDDINGTON ROAD TRACT	APF2017-00045	SCOTT KIGER	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Void	Multi Family	2	268 0	268			62.176	31.088	41.54	134.804	62.176	31.088	41.54	134.804
Concord	WEDDINGTON	WEDDINGTON ROAD VILLAS	APF2020-00033	EDDIE MOORE	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Townhouse		90 0	90			12.42	6.21	8.28	26.91	12.42	6.21	8.28	26.91
Kannapolis	ROAD VILLAS WELLINGTON	WELLINGTON CHASE	APF2008-00061	PARKER AND ORLEANS HOMEBUILDERS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	10/13/2017 3	349 366	6 -17	9/29/2005	5/22/2016	134.016	67.357	89.344	290.717	-6.528	-3.281	-4.352	-14.161
Kannapolis	CHASE WELLINGTON	WELLINGTON GARDENS	APF2013-00013	REA VENTURE GROUP	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Inactive	Multi Family		72 0	72	5/1/2013		16.704	8.352	11.16	36.216	16.704	8.352	11.16	36.216
· vai in icipUllS	GARDENS		ALT 2013-00013	CA VENIONE ONOUP				in acuve	widiu raffiliy	ļ	· ~ U	12	J/ 1/2013		10.704	0.002	ı I. IO	JU.210	10.704	0.302	11.10	

Jurisdiction	APF Base Data Subdivision	Subdivision	Apr	Applicant	High School	Middle School	Elementary School	Status School	Subdivision Type	Last Permit	Units Issued UnitsApproved	Units Remaining	Dev Order Approved	DO Leg Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Middle	High Remaining	Remaining Total
Concord	WELLSPRING VILLAGE RETIREMENT COMMUNITY	WELLSPRING VILLAGE RETIREMENT COMMUNITY	APF2008-00177	Crosland Homes	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Age Restricted	11/12/2008	52 8	44	3/20/2008	12/31/2013	0	0	0	0	0	0	0	0
Kannapolis	WEST G STREET	WEST G STREET	APF2018-00002	LONG RANGE DEVELOPMENT & PROPERTIES	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Closed-Built Out	Single Family		6 0	6		2	2.304	1.158	1.536	4.998	2.304	1.158	1.536	4.998
Kannapolis	WEST OAKS PHASE 2	WEST OAKS PHASE 2	APF2008-00111	Brandon Little & Stephen Wasserman	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired	Single Family	6/14/2022	13 2	11	9/23/2008	9/14/2012 4	4.992	2.509	3.328	10.829	4.224	2.123	2.816	9.163
Concord		WEXFORD POINTE APARTMENTS	APF2009-00012	Cathy Connors	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Multi Family	5/6/2010	106 10	6 0	12/15/2009	2	4.592	12.296	16.43	53.318	0	0	0	0
Midland	WICKER PARK	WICKER PARK	APF2022-00018	Melissa Oliver	Hickory Ridge High School	Hickory Ridge Middle School	Bethel Elementary School	Active Building Permitting	Single Family		127 0	127		4	8.384	24.318	32.256	104.958	48.768	24.511	32.512	105.791
Kannapolis	WIGHTMAN OAKS	WIGHTMAN OAKS	APF2008-00031	WIGHTMAN HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired	Townhouse	7/21/2017	13 10	3	1/24/2008		1.794	0.897	1.196	3.887	0.414	0.207	0.276	0.897
Kannapolis	WILDWOOD RIDGE	WILDWOOD RIDGE	APF2014-00019	OAKMONT HOMES				Active (platting & permitting)	Single Family	11/2/2012	39 21	18	5/5/2004	1	4.976	7.527	9.984	32.487	6.912	3.474	4.608	14.994
Concord	WILKINSON COURT REDEVELOPMENT SINGLE FAMILY		APF2019-00015	CITY OF CONCORD	Concord High School	Concord Middle School	W M Irvin Elementary School	Void	Single Family	2/11/2021	7 13	-6			2.688	1.351	1.792	5.831	-2.304	-1.158	-1.536	-4.998
Concord	WILKINSON COURT REDEVELOPMENT TOWNHOMES	WILKINSON COURT REDEVELOPMENT TOWNHOMES	APF2019-00014	CITY OF CONCORD	Concord High School	Concord Middle School	W M Irvin Elementary School	Pending	Townhouse	7/13/2022	20 22	-2			2.76	1.38	1.84	5.98	-0.276	-0.138	-0.184	-0.598
Concord	WILKINSON CT DEVELOPMENT	WILKINSON CT DEVELOPMENT	APF2022-00042	KATE UNDERWOOD	Concord High School	Concord Middle School	W M Irvin Elementary School	Pending			8 0	8			0	0	0	0	1.856	0.928	1.24	4.024
Concord	WILKINSON CT TOWNHOMES	WILKINSON CT TOWNHOMES	APF2022-00034	BLOC DESIGN	Concord High School	Concord Middle School	W M Irvin Elementary School	Active Building Permitting	Townhouse		12 0	12			1.656	0.828	1.104	3.588	1.656	0.828	1.104	3.588
Concord	WINDING WALK	WINDING WALK	APF2008-00092	Shea Homes	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Single Family	10/16/2014	472 48	2 -10	7/13/2003	6/20/2013 18	81.248	91.096	120.832	393.176	-3.84	-1.93	-2.56	-8.33
Kannapolis	WINDSOR	WINDSOR	APF2013-00005	KANNAPOLIS REAL ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Expired	Single Family	7/11/2022	98 39	59		3	7.632	18.914	25.088	81.634	22.656	11.387	15.104	49.147
Kannapolis	WINDSOR PHASE IIB	WINDSOR PHASE IIB	APF2013-00004	KANNAPOLIS REAL ESTATE				Void	Single Family		0 0	0			0	0	0	0	0	0	0	0
Concord	WINECOFF SCHOOL ROAD PROJECT	WINECOFF SCHOOL ROAD PROJECT	APF2018-00010	CHRIS TODD	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Void	Townhouse		117 0	117		1	6.146	8.073	10.764	34.983	16.146	8.073	10.764	34.983
Kannapolis	WHISPERING WINDS	WISPERING WINDS	APF2014-00021	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	10/23/2008	36 33	3	9/8/2000	1	3.824	6.948	9.216	29.988	1.152	0.579	0.768	2.499
Concord	WOODBRIDGE AT ZEMOSA	WOODBRIDGE AT ZEMOSA	APF2008-00090	NIBLOCK DEVELOPMENT CORP.	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	4/20/2020	50 49	1	5/15/2007	3/15/2015	19.2	9.65	12.8	41.65	0.384	0.193	0.256	0.833
Midland	WYNDHAM ESTATES	WYNDHAM ESTATES	APF2008-00135	SCOTT COLLINS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Single Family	9/18/2017	21 21	0	11/20/2007		11.52	5.79	7.68	24.99	0	0	0	0
Midland		T WYNDHAM FOREST	APF2017-00024	DEPENDABLE DEVELOPMENT INC	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Single Family	10/19/2018	30 29	1			11.52	5.79	7.68	24.99	0.384	0.193	0.256	0.833
Midland	WYNTREE	WYNTREE	APF2008-00136	UNKNOWN	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Multi Family	5/12/2021	149 13	4 15		3	4.568	17.284	23.095	74.947	3.48	1.74	2.325	7.545
Concord	YATES MEADOW	YATES MEADOW	APF2008-00088	YATES MEADOW	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	10/1/2013	220 14	7 73		8	84.48	42.46	56.32	183.26	28.032	14.089	18.688	60.809
Concord	ZION CHURCH RD RESIDENTIAL	ZION CHURCH RD RESIDENTIAL	APF2020-00014	FRANK SHEPHERDSON	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Void	Single Family		29 0	29		1	1.136	5.597	7.424	24.157	11.136	5.597	7.424	24.157
Harrisburg		ZION CHURCH RD RESIDENTIAL	APF2020-00005	FRANK SHEPHERDSON	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Pending	Single Family		29 0	29		1	1.136	5.597	7.424	24.157	11.136	5.597	7.424	24.157
Concord		ZION CHURCH RD RESIDENTIAL	ION	FRANK SHEPHERDSON	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Void	Single Family		29 0	29		1	1.136	5.597	7.424	24.157	11.136	5.597	7.424	24.157
Concord	ZION CHURCH ROAD SINGLE FAMILY CONCEPT	ZION CHURCH ROAD SINGLE FAMILY CONCEPT	APF2018-00027	JEREMY HORTON	A L Brown High School	C C Griffin Middle School	A T Allen Elementary School	Withdrawn	Single Family		222 0	222		8	85.248	42.846	56.832	184.926	85.248	42.846	56.832	184.926
Concord	ZION CHURCH ROAD SITE	ZION CHURCH ROAD SITE	APF2018-00020	MATT MANDLE	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Pending	Single Family		116 0	116		4	14.544	22.388	29.696	96.628	44.544	22.388	29.696	96.628
Concord	ZION CHURCH ROAD TOWNHOME CONCEPT	ZION CHURCH ROAD TOWNHOME CONCEPT	APF2018-00026	JEREMY HORTON	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Withdrawn	Townhouse		153 0	153		2	21.114	10.557	14.076	45.747	21.114	10.557	14.076	45.747
								 			77398 285								13963.224	7004.953	9314.357	30282.534

# **CABARRUS COUNTY**



# BOARD OF COMMISSIONERS REGULAR MEETING

February 20, 2023 6:30 PM

# AGENDA CATEGORY:

Reports

#### SUBJECT: EDC - January 2023 Monthly Summary Report

# **BRIEF SUMMARY:**

The Cabarrus Economic Development Corporation (EDC) provides monthly updates on the local economic and industry activities in the form of the included report.

## **REQUESTED ACTION:**

For informational purposes. No action required.

# **EXPECTED LENGTH OF PRESENTATION:**

### SUBMITTED BY:

Page Castrodale, EDC Executive Director

# BUDGET AMENDMENT REQUIRED:

No

# COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

#### ATTACHMENTS:

Report



# Project Activity Report



#### STATS OVER THE PAST MONTH

The EDC received 10 new projects/RFIs (request for information) in January and submitted sites/buildings for 7 of the new requests. There were 2 client/consultant site visits or meetings in January.

# Project Activity Highlights 🚮

