



ROCKY MOUNT, NC
THE CENTER OF IT ALL

ROCKY MOUNT CITY COUNCIL

COMMITTEE OF THE WHOLE MEETING

MONDAY, JULY 12, 2021

**CITY COUNCIL
COMMITTEE OF THE WHOLE**

**MONDAY, JULY 12, 2021
5:00 PM**

AGENDA

1. 811 & 815-821 Hammond Street Peter Varney, Community and Business
Development
2. Strategic Plan Affordable Housing Jayson Dawkins, City Manager's Office
Update
3. Crime Statistics Chief Hassell, Police Department
4. Residential Production Grant Kevin Harris, Downtown Development
5. Closed Session
Attorney-Client Privilege

MEMORANDUM



ROCKY MOUNT, NC
THE CENTER OF IT ALL

Committee of the Whole

To: Rochelle D. Small-Toney, City Manager

From: Peter Varney, Interim Director of Community & Business Development *PV*

Date: June 29, 2021

Re: 811 and 815-821 Hammond Street Home Purchase Agreement

At the City Council meeting on May 10th, the Council tabled the recommendation to adopt the Resolution Authorizing An Upset Process for the sale of the subject property so that the proposed Home Purchase Agreement with Kevin Jones could be modified to reflect the City Council's housing affordability goals.

We have revised term #3 of the Home Purchase Agreement to require that the deed conveying the lots will require restrictive covenants requiring that the houses be occupied for at least ten (10) years by households whose income is not more than 80% of the Rocky Mount area median income. The revision requires the owner to execute Promissory Notes secured by Deeds of Trust in the amount of \$12,110 for 811 Hammond and \$9,700 for 815 - 821 Hammond. These amounts are the valuations on the properties for taxation purposes.

The staff of the Community Development Department will monitor compliance with the provisions of this revised term at least annually.

It is recommended that the City Council adopt the Resolution Authorizing An Upset Bid Process for the Disposal of 811 and 815 - 821 Hammond Street.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKY MOUNT
AUTHORIZING AN UPSET BID PROCESS FOR PROPERTY OWNED BY THE CITY
LOCATED AT 811 AND 815-821 HAMMOND STREET**

WHEREAS, the City owns two (2) contiguous residential lots located at 811 and 815-821, Hammond Street, Rocky Mount, North Carolina, more particularly described on Appendix 1 (the “Property”); and

WHEREAS, there is a deteriorated single family home located on each lot that is a part of the Property, each of which needs to be repaired and restored to encourage further redevelopment of the surrounding neighborhood; and

WHEREAS, the City has negotiated a Right to Purchase Agreement (the “Agreement”) with Kevin Jones, a resident of Rocky Mount, (“Jones”), which contains the terms of the offer Jones made to the City; and

WHEREAS, the Agreement provides that if Jones makes the necessary repairs and improvements for each house to receive a certificate of occupancy within eighteen (18) months of the date the City and Jones enter into the Agreement for the repair work, the City will convey the Property to Jones for \$200, \$100 for each lot; and

WHEREAS, the City Council finds and determines that the public benefit from the restoration of the two (2) dilapidated houses and the payment of \$100 for each lot is sufficient consideration for the conveyance of the Property; and

WHEREAS, it is the intention of the City to enter into the Agreement, a copy of which is attached hereto as Appendix 2, if no upset bids are received;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKY MOUNT:

1. The City Council hereby declares the Property described on Appendix 1 surplus to the need of the City and authorizes its sale through the upset bid procedure of North Carolina General Statute § 160A-269. The City will convey the Property pursuant to the terms of the Agreement by limited warranty deed, warranting only that it has done nothing to impair such title as it received.
2. The City Clerk is directed to cause a notice of the proposed sale to be published in Rocky Mount Telegram. The notice shall describe the Property and the amount and terms of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer of Kevin Jones shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published, together with

an agreement in writing accepting and agreeing to be bound by the essential terms of the Agreement. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received shall become the new offer.

4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will apply the deposit of the final high bidder to the purchase price at closing.
7. If a qualifying higher bid is received, the terms of the final sale are:
 - (a) the City Council must approve the final high offer before the sale is closed, which it intends to do within 30 days after the final upset bid period has passed,
 - (b) the buyer must pay for the Property in full at the time of the closing, and
 - (c) the buyer must execute an agreement with the City substantially similar to the Agreement attached as Appendix 2.
8. The City reserves the right to withdraw the Property from sale at any time prior to closing and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above from Kevin Jones is hereby accepted, and the appropriate City officials are authorized to execute the Agreement and, provided the terms of the Agreement are complied with, to convey title to Kevin Jones or his designee.

Introduced:

Adopted:

Pamela O. Casey
City Clerk

APPENDIX 1

THE PROPERTY

811 Hammond Street

Known as 811 Hammond Street, Rocky Mount, Nash County, North Carolina and being more particularly described as follows:

BEGINNING at a stake in the southern property line of Hammond Street 100 feet westerly from the intersection thereof with the western property line of Tillery Street (formerly Pine Street); thence with the southern property line of Hammond Street, N. 77° 21' W. 50 feet to a stake, a corner with other lands of the Grantee; thence along the line of other lands of the Grantee, S. 19° 10' W. 67.5 feet to a stake in the northern right-of-way line of the Seaboard Coast Line Railroad, Spring Hope Branch; thence along the northern right-of-way line of said railroad, S. 47° 11' E. 54.5 feet to a stake; thence N. 19° 10' E. 94.5 feet to a stake in the southern property line of Hammond Street, the point of BEGINNING, being Lot 31 as shown on map of Hammond Place, recorded in Map Book 1, Page 3, Nash County Registry, together with a small triangular area in the northwest corner of the above described lot, being one of the parcels conveyed by Roy M. Phipps and wife, Eugenia H. Phipps to Phipps Realty Corporation by Deed dated November 22, 1966, recorded in Book 834, Page 119, Nash County Registry.

The foregoing description is according to a plat by the Office of M. L. Gay, Jr., C. E. entitled "Map of Property of Kirby Distributing Company", dated November 16, 1972.

815-821 Hammond Street

Known as 815-821 Hammond Street, Rocky Mount, Nash County, North Carolina and being more particularly described as follows:

BEGINNING at a stake at the intersection of the southern property line of Hammond Street with the northern right-of-way line of the Seaboard Coast Line Railroad (Spring Hope Branch); thence with the southern property line of Hammond Street, S. 74° 25' E. 132 feet to a point marked by a cross cut in the concrete sidewalk; thence S. 21° 35' W. 71.6 feet to a stake in the northern right-of-way line of the Seaboard Coast Line Railroad (Spring Hope Branch); thence along the Railroad right-of-way, N. 44° 38' W. 143.4 feet to a stake at the intersection thereof with the southern property line of Hammond Street, point of BEGINNING, and being the identical property conveyed by Roy M. Phipps to Eugenia H. Phipps by Deed dated July 17, 1962, recorded in Book 753, Page 46, Nash County Registry.

The above described lots were acquired by David W. Stewart and Corrine O. Stewart as tenants in common in a Deed dated August 14, 1997 and recorded in Book 1578, Page 954, Nash County Registry. Corrine O. Stewart died testate on August 6, 2010 and by her Last Will and Testament probated in Estate File No. 10-E-2415, Office of the Clerk of Superior Court of Wake County, North Carolina and filed in Estate File No. 11-E-359, Office of the Clerk of Superior Court of Nash County, North Carolina, devised the above properties to David Wallace Stewart "Trustee under the Corrine O. Stewart Revocable Trust dated the 7th day of December, 2006".

**APPENDIX 2
AGREEMENT**

NORTH CAROLINA

NASH COUNTY

**811 AND 815-821 HAMMOND STREET RIGHT TO PURCHASE
AND AFFORDABLE HOUSING AGREEMENT**

THIS RIGHT TO PURCHASE AND AFFORDABLE HOUSING AGREEMENT (this "Agreement") is made and entered into this the ___ day of _____ 2021 by and between KEVIN JONES, whose mailing address is 466 Belmont Lake Drive, Rocky Mount, North Carolina 27804 ("**Jones**") and the CITY OF ROCKY MOUNT, a North Carolina municipal corporation located in Nash and Edgecombe Counties, North Carolina, whose mailing address is Post Office Box 1180, Rocky Mount, North Carolina 27802-1180 (the "**City**");

W I T N E S S E T H:

WHEREAS, the City owns two (2) contiguous residential lots located at 811 and 815-821 Hammond Street, more particularly described on Appendix 1, attached hereto and incorporated herein by reference (each a "lot" and collectively the "lots"); and

WHEREAS, there is a single-family home located on each lot, both of which are in a deteriorated condition and unfit for human occupancy; and

WHEREAS, the City desires to have the houses on the lots restored so that they may be used to provide affordable housing to Rocky Mount residents and thereby improve the neighborhood and increase the tax base of the City; and

WHEREAS, Jones is interested in working to upgrade living conditions in the neighborhood and to provide affordable housing; and

WHEREAS, Jones has agreed to make the repairs and improvements to the houses necessary for them to receive certificates of occupancy and make them available for affordable housing if the City will agree to convey the lots to him after the certificates of occupancy have been issued; and

WHEREAS, the City has agreed to convey the lots to Jones for \$100 each provided both houses receive a certificate of occupancy and Jones agrees to make them available for Eligible Households (as hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Upset Bid Procedure:** This Agreement and the sale and conveyance of the two (2) lots is subject to the completion of the upset bid procedure of North Carolina General Statutes § 160A-269.
2. **Purchase Price:** The City agrees to convey the lots to Jones provided (i) Jones completes the repair and improvement of both houses and each house receives a certificate of occupancy within eighteen (18) months of the date of this Agreement (the "Completion Date") and (ii) agrees to make the houses affordable as hereinafter provided. Jones shall pay the City \$100 for each lot at closing. The City shall have no obligation to convey either lot if certificates of occupancy are not received for both houses on or before the Completion Date, and if Jones does not agree to make both houses available for affordable housing.
3. **Affordable Housing Restrictions and Requirements:** The deed conveying the lots to Jones shall contain restrictive covenants requiring that the houses located thereon be occupied for at least ten (10) years by households, the annual income of which adjusted for family size, is not more than eighty percent (80%) of the Rocky Mount area median income as defined by the most recent figures published by the U.S. Department of Housing and Urban Development ("Eligible Households"). Jones, or the owner or owners of the houses, shall report the income of the occupants (whether they be tenants or owners) to the City's Department of Business and Community Development at least annually for a period of ten (10) years from the date of recordation of the deed. The income of the occupants shall be verified by the City to confirm the houses are occupied by Eligible Households. In addition, the affordable housing requirements shall be set out in an Affordable Housing Agreement between Jones and the City and the requirement that the houses be occupied by Eligible Households shall be secured by promissory notes in the amount of \$12,110 for 811 Hammond Street and \$9,700 for 815-821 Hammond Street, which notes shall themselves be secured by a deed of trust on each lot. The failure of one or both houses to be occupied by an Eligible Household shall constitute an event of default under the Affordable Housing Agreement and shall cause the note for that house to become due and payable. The City shall notify Jones or the current owner of the house or houses involved that the owner has thirty (30) days to cure the default to the reasonable satisfaction of the City. If the default is not cured within the thirty (30) day cure period the owner or owners of the houses involved shall pay the City the respective amounts set out above for the house or houses involved. If payment is not received within thirty (30) days of the date notice is provided, the City shall have the right to initiate foreclosure proceedings to recover the amount due for the house or houses involved.
4. **Improvements:** Jones agrees to make all structural, plumbing, electrical, HVAC, and site and other improvements necessary to secure certificates of occupancy and

otherwise make the houses and lots suitable for occupancy by Eligible Household.

5. **Energy Efficiency Requirements:** As a part of the approval process for the renovation of existing houses the North Carolina Energy Code requires structures to meet certain minimum standards, all of which Jones agrees to meet for each house:
 - Attics must be insulated to an R value of 38 either in the form of batts or blown in insulations.
 - Walls that are opened for structural repairs must be insulated to a minimum of R-15.
 - Structures with crawl spaces must have the floors insulated to a minimum of R-19.
 - All windows and doors being replaced are to have a high energy efficiency rating.

6. **Permits and Financing:** Jones agrees to secure all permits and other governmental approvals and consents required for the work and to accomplish the work necessary to secure a certificate of occupancy for each house at his sole cost and expense and will not request financial or other assistance from the City for this work.

7. **Progress Reports:** Jones agrees to make quarterly reports to the City detailing the progress of the renovation work on each house. The reports shall be due on or before the last day of March, June, September, and December. The reports shall be mailed to the City (Attention: Director of Community and Business Development) at the address shown above and state therein the total amount spent as of the date of the report on the restoration of each house and, in addition, shall include a list of the work performed. The reports shall project an estimated completion date for each house and shall note any obstacles experienced or anticipated.

8. **Default.** The failure of Jones to (i) begin work on or before the Commencement Date (hereinafter defined) or (ii) complete the renovation work and receive a certificate of occupancy for each house within eighteen (18) months of the date of this Agreement shall constitute a default hereunder. In the event of such default, or any other default hereunder, the City shall have the right to terminate this Agreement upon fifteen (15) days written notice to Jones at the address shown above. Notwithstanding a termination hereunder, the City agrees to reimburse Jones in the amount that the repairs completed as of the effective date of termination have increased the value of each house (as determined by the City in its reasonable discretion) above what they were as of the date of this Agreement. The agreed upon value of each house and lot as of the date of this Agreement is as follows: 811 Hammond Street: **\$12,100**; 815-821 Hammond Street: **\$9,700**. This reimbursement, if any, will be made in the fiscal year following the date of termination. To obtain reimbursement Jones agrees to submit written invoices from suppliers, vendors, and contractors as documentation verifying actual expense incurred and for which he has cancelled checks or other evidence of payments. The amount of reimbursement will be the amount the value of each lot has been increased by Jones but will not exceed the amount of the verified expenses. The City will not reimburse any labor performed by Jones or any unlicensed contractor.

9. **Closing:** Closing shall take place within thirty (30) days of the date the last certificate of occupancy is issued. The City will prepare the deed containing the affordable housing requirements for the lots and deliver it to Jones. The City will warrant only that the lots are free of any liens or encumbrances placed thereon by the City. Jones shall be responsible for recording the deed.
10. **Insurance:** Jones shall not enter either lot or permit or instruct anyone else to enter either lot, nor do any work thereon, until the insurance provisions of this paragraph have been complied with. Jones agrees to insure the houses on the lots immediately upon execution of this Agreement as follows:
- (a) **Liability Insurance:** Jones shall obtain and keep in force comprehensive general liability insurance against claims for personal and bodily injury, death, or property damage occurring upon, in, or about the lots with combined single limits of not less than \$1,000,000.00 for bodily injury and property damage.
 - (b) **Insurance Requirements:** All such policies and renewals thereof as are required hereunder shall be maintained continuously until title to the lots are transferred to Jones and shall name the City as an additional insured. Before entry onto either lot, Jones shall provide the City a copy of the binders or certificates evidencing all coverages required herein. The failure to maintain the insurance required hereunder shall constitute and event of default.
11. **No lien:** Jones shall keep the Property free from all liens and encumbrance, it being understood and agreed that Jones shall have no authority, express or implied, to create or place, or permit to be created or placed, any lien or encumbrance of any kind or nature whatsoever on the lots. Jones covenants and agrees to pay promptly all sums legally due and payable by him on account of any labor performed or any materials supplied on or to the lots, or any equipment used thereon, or to which any lien has been, or may legally be, asserted against the lots or either one of them.
12. **Exclusivity/Assignment:** This right to purchase is personal to Jones and shall exist only during the term of his natural life and is not assignable or otherwise transferable by deed, contract, will, or in any other manner. Any attempt by Jones to assign, convey, delegate, or transfer his rights hereunder without the City's express written permission, which may be withheld in the City's sole discretion, shall be deemed null and void and constitute and event of default under the Agreement.
13. **Commencement of Repair Work:** Jones shall commence the repair and improvement work to the houses and any other structures on the lots within **thirty (30)** days of the date this Agreement is executed by the City (the "Commencement Date"). The failure to commence work by the Commencement Date shall cause this Agreement to be null and void and Jones shall have no right or claim to the Property.

(SIGNATURES ON FOLLOW PAGE.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF ROCKY MOUNT

By: _____
C. Saunders Roberson, Jr., Mayor

Date Executed by the City: _____

ATTEST:

Pamela O. Casey, City Clerk

PURCHASER

Kevin Jones

NORTH CAROLINA

COUNTY OF NASH

I, a Notary Public of the County and State aforesaid, do hereby certify that Pamela O. Casey personally appeared before me this day and acknowledged that she is City Clerk of the City of Rocky Mount and that by authority duly given and as the act of the City of Rocky Mount, the foregoing instrument was signed in it name by its Mayor, sealed with it corporate seal, and attested by herself as it City Clerk.

Witness my hand and official seal this _____ day of _____, 2021

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____

My Commission Expires: _____

(Official Seal)

NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, do hereby certify that Kevin Jones personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated.

Witness my hand and official seal this _____ day of _____, 2021.

Official Signature of Notary : _____

Notary's Printed or Typed Name: _____; Notary Public

My Commission Expires: _____

(OFFICIAL SEAL)

APPENDIX 1

811 Hammond Street

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"Trustee under the Corrine O. Stewart Revocable Trust dated the 7th day of December, 2006".



ROCKY MOUNT, NC
THE CENTER OF IT ALL

811 & 815-821 Hammond St. Home Purchase Agreements

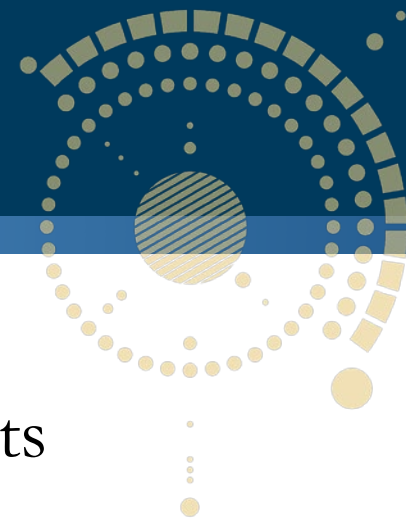
7/12/2021,
Department of Community & Business Development



811 Hammond St.



815-821 Hammond St.



- Revision to Paragraph #3
 - Deed conveying lots require restrictive covenants for occupants
 - Households must have income no more than 80% of AMI
 - In effect for at least 10 years
- Require owner to execute Promissory Notes secured by Deeds of Trust equivalent to taxable valuations:
 - 811 Hammond: \$12,110
 - 815-821 Hammond: \$9,700
- Department of Community & Business Development will monitor compliance annually



- Adopt Resolution indicating intent to enter into Home Purchase Agreements
- Authorize solicitation of upset bids
 - 10 days

MEMORANDUM



ROCKY MOUNT, NC
THE CENTER OF IT ALL

To: Rochelle D. Small-Toney, City Manager
Cc: Kenneth Hunter, Assistant to the City Manager for Budget & Evaluation
From: Jayson Dawkins, Policy Analyst
Date: 07/07/2021
Re: Affordable Housing Strategic Plan Recommendations Implementation Update

Staff continues work on implementation of the recommendations in the Affordable Housing Strategic Plan. The following is an update on progress:

Financial Support Recommendations

In regards to the “Pass a General Obligation Bond,” city staff is still analyzing its existing and future debt capacity and affordability with the interim Finance Director.

For the “Implement Residential Production Program,” city staff will bring that program for public comment at the next Council meeting.

Land Assembly Recommendations

Regarding the “Increased Construction of Multi-Family Housing Near Major Transit Stations” recommendation, city staff is compiling an inventory of the vacant properties near our major transit stations to study the viability of placing housing in those corridors.

For the “Implement a Tax/ Lien Foreclosure” recommendation, city staff met to begin the process of identifying eligible properties. The process would originate in the targeted neighborhoods with later expansion city-wide. The basis for prioritization depends on location, the severity of delinquent debt, length of time under-code, and economic impact.

Regarding the “Implement a Receivership Program” recommendation, our Community Code Supervisor met with his Greensboro counterpart to discuss the viability of implementing Greensboro’s pilot program here in Rocky Mount. His concern involved the length of the actual process; the Receivership program is a 2-year program from the time renovation is completed, potential difficulty identifying properties with no existing taxes or liens; and potential eligibility of finding receivers to fit the state criteria. Also, the city would have no say in the receiver’s decision to sell or retain a home.

Planning Improvement Recommendations

Four of the recommendations involving improvements to planning: “Revise the Density Bonus Policy,” “Revise Minimum Parking Requirements,” “Residential Housing in

Commercial Districts,” and the “Revisions and Additions to the Existing Definitions for Dwellings in the Land Development Code,” have been drafted and will go to the next Planning Board meeting on July 13th, 2021. As the planning amendments are approved by the Planning Board, city staff will present them individually to City Council for public comment and approval.

Regarding the “Increase Promotion of Accessory Dwelling Unity Policy” recommendation. City staff plans to schedule an interview on CityTV19 within the next 2 months and along with an update on Municode.

Innovation Recommendations

For the recommendations of “Utilizing Solar Energy for New Construction and Home Rehabilitation” and “Utilizing Green Building Practices for New Construction and Home Rehabilitation,” city staff is continuing its research and will form an inter-departmental team to study how the research can effectively impact and improve housing in Rocky Mount.

MEMORANDUM



ROCKY MOUNT, NC
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To: Rochelle D. Small-Toney, City Manager
Cc: Kenneth Hunter, Assistant to the City Manager for Budget & Evaluation
From: Jayson Dawkins, Policy Analyst
Date: 07/07/2021
Re: Affordable Housing Plan Recommendations: Housing Trust Fund and the Community Land Trust

Staff is continuing its work on implementing the Housing Trust Fund (HTF) and the Community Land Trust (CLT).

Housing Trust Fund

Regarding the “Housing Trust Fund” recommendation, city staff reviewed both Asheville and Charlotte models for implementation strategies for the City of Rocky Mount. Staff will present organizational documents, including Bylaws and Articles of Incorporation, for Council approval on July 26th. Council will also approve the structure of the HTF’s Board of Directors, as well as appoint at least a majority of the membership of the Board.

As previously discussed, an HTF will oversee utilization of the Acquisition and Preservation Funds recommended in the Affordable Housing Strategic Plan. The purpose of the HTF and these funds is to enable the city to fund the production or preservation of affordable housing through acquisition, construction, reconstruction, rehabilitation, and weatherization. Funding could also support transitional housing or provide aid to low-and-moderate home buyers, like down-payment assistance, rental assistance, emergency repairs, homebuyer counseling.

Considering both the Asheville and Charlotte model, a potential HTF for Rocky Mount needs to have these consistent characteristics:

- 501(c)(3) non-profit designation.
- Appropriations type of funding and an ability to accept philanthropic donations.
- Deed restrictions to maintain affordability through the HTF.
- Allow for the usage of Low Income Housing Tax Credit (LIHTC) and New Market Tax Credits (NMTC).
- Oversight conducted by a government entity.
- Hire a Full-Time Executive Director.
- Funding included to establish Acquisition and Preservation Funds.

The HTF Board of Directors will develop a plan, which will be presented for approval by City Council, addressing the following questions:

- What is the amount of estimated revenue the trust fund expects to generate?
- Who is eligible to apply for HTF funding?
- What is the specific income target eligibility for beneficiaries?
- What will HTF funding be allocated for? In what form?
- Will funding be used for down-payment or rental assistance?
- What type of housing will the HTF focus its support towards?
- How will the HTF market and promote their programs?

Community Land Trust

Regarding the “Community Land Trust” recommendation, city staff continues to work with Dr. Jim Johnson and Professor Jeanne Bonds from UNC-Chapel Hill for program implementation. City staff will continue the process of identifying potential development projects for the CLT. Staff will present the following for approval by City Council in the immediate future:

- Bylaws and Articles of Incorporation.
- Proposed structure of tripartite Governing Board, with provisions for Council approval of at least a majority of members.
- Plan for hiring of Executive Director and institution of CLT programs.

Upon City Council’s approval, a CLT Board of Directors needs to be appointed by City Council to serve as an advisory role.

As previously mentioned, a CLT is a non-profit community-based organization with defined service areas, managed by an Executive Director and led by a tripartite board represented by leaseholders on CLT properties, community residents, and representatives from stakeholder groups. With seed funding from a variety of sources, the CLT acquires vacant and developed properties to build additional and rehabilitate existing housing while maintaining community ownership of the land, providing long-term (i.e. 99-year) ground leases to residential units. These leases include covenants protecting a homeowner’s ability to build equity while establishing renewable affordable housing access. The CLT markets rental and ownership opportunities for these units to targeted individuals and families and also provides and coordinates the lease and purchase process, including homebuyer education, credit counseling, and mortgage obtainment.



ROCKY MOUNT, NC
THE CENTER OF IT ALL

Update on Affordable Housing Strategic Plan

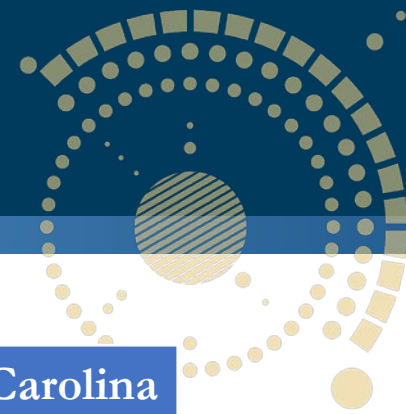
7/12/2021, City Manager's Office





Purpose

- Create a menu of potential options to address absence of affordable housing in Rocky Mount.
- Preserve and rehabilitate existing housing stock.
- Improve the homeownership and rental marketplace.

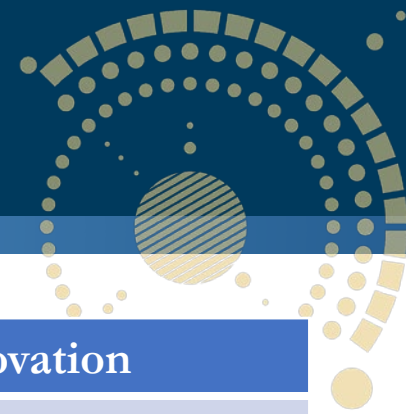


	Rocky Mount	North Carolina
Population Change (2010-2019 est.)	-6.5%	+10.0%
Share of Homes Built Before 1970	54.9%	38.2%
Share of Homes Built Since 2000	14.3%	26.6%
Share Renter Occupied	49.3%	34.8%
Rent More Than 30% Income (Cost-Burdened)	38.2%	27.9%
Rent More Than 50% Income (Severely Cost-Burdened)	16.6%	12.6%
Poverty Rate	19.2%	13.6%
Median Household Income	\$40,633	\$54,602

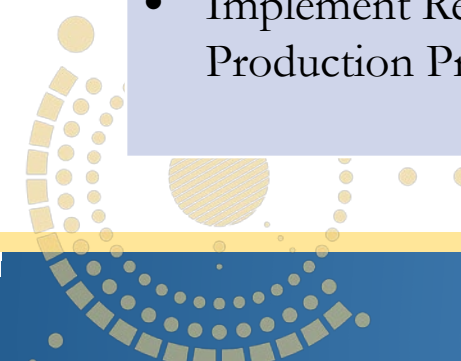


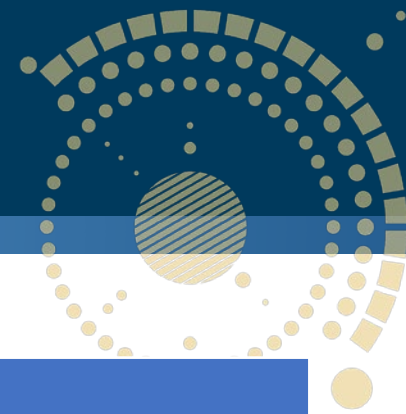


Current Affordable Housing Strategic Plan Recommendations



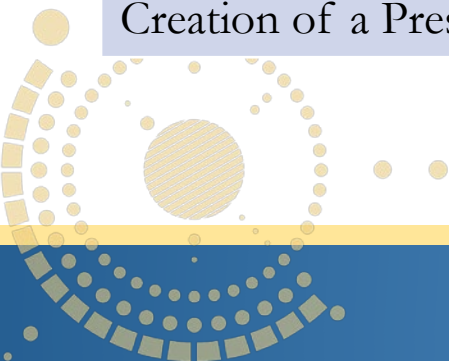
Financial Support	Land Assembly	Planning Improvement	Innovation
<ul style="list-style-type: none"> • Creation of a Housing Trust Fund • Creation of an Acquisition Fund • Creation of a Preservation Fund • Creation of a Community Land Trust • Pass a General Obligation Bond • Implement Residential Production Program 	<ul style="list-style-type: none"> • Increase Construction of Multi-Family Housing near Major Transit Stations • Implement a Tax/Lien Foreclosure Policy • Implement a Receivership Program 	<ul style="list-style-type: none"> • Revise the Density Bonus Policy • Increase Promotion of Accessory Dwelling Unity Policy • Revise Minimum Parking Requirements • Revise & Add to the Existing Definitions for Dwellings in the LDC • Residential Housing in Commercial Districts 	<ul style="list-style-type: none"> • Utilizing Solar Energy for New Construction and Home Rehabilitation • Utilizing Green Building Practices for New Construction and Home Rehabilitation

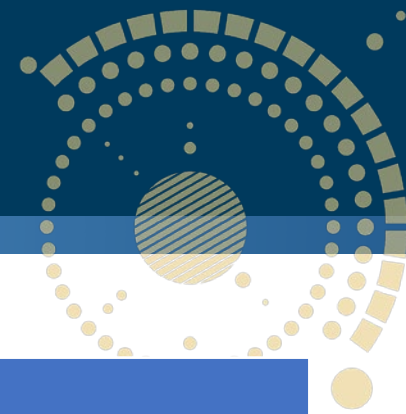




Financial Support

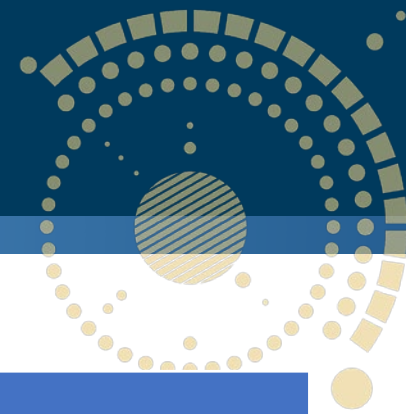
Recommendation	Current Status
Creation of a Housing Trust Fund	<p>Staff will present Council organizational documents for approval on July 26th:</p> <ul style="list-style-type: none">• Bylaws & Articles of Incorporation• Board of Directors Structure<ul style="list-style-type: none">• Council will appoint at least a majority of members <p>Board of Directors will develop plans for funding, hiring of Executive Director, and design and implementation of programs, all subject to review and approval by City Council</p>
Creation of an Acquisition Fund	To be established and managed by Housing Trust Fund.
Creation of a Preservation Fund	To be established and managed by Housing Trust Fund.





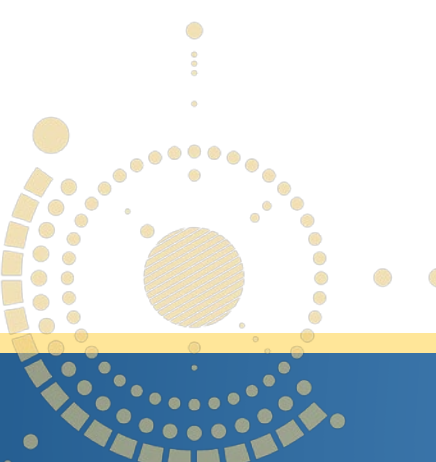
Financial Support (Continued)

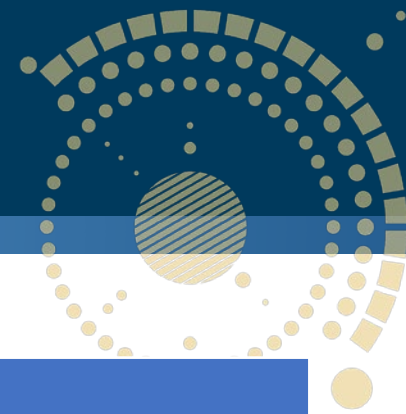
Recommendation	Current Status
Creation of a Community Land Trust	<p>Staff will present Council organizational documents for approval in the immediate future:</p> <ul style="list-style-type: none">• Bylaws & Articles of Incorporation• Tripartite Board Structure<ul style="list-style-type: none">• Council will appoint at least a majority of members <p>Board of Directors will develop plans for funding, hiring of Executive Director, and design and implementation of programs, all subject to review and approval by City Council</p>
Pass a General Obligation Bond	Analyzing existing and future debt capacity and affordability.
Implement Residential Production Program	Policy developed and to be presented to Council July 12 th . Public comment scheduled for July 26 th .



Land Assembly

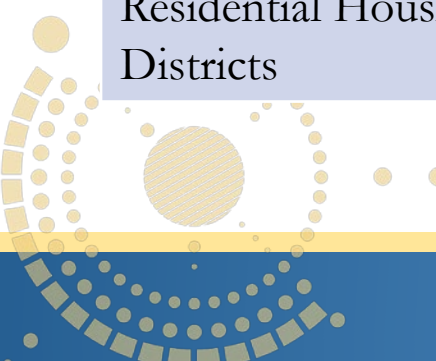
Recommendation	Current Status
Increase Construction of Multi-Family Housing near Major Transit Stations	Compiling list of vacant properties near major transit stations to study suitability for housing.
Implement a Tax/Lien Foreclosure Policy	Identifying eligible properties within focused neighborhoods.
Implement a Receivership Program	Met with Greensboro staff to discuss. Staff is evaluating options to address length of process and finding receivers.

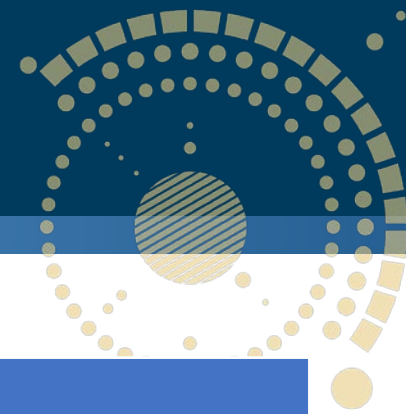




Planning Improvements

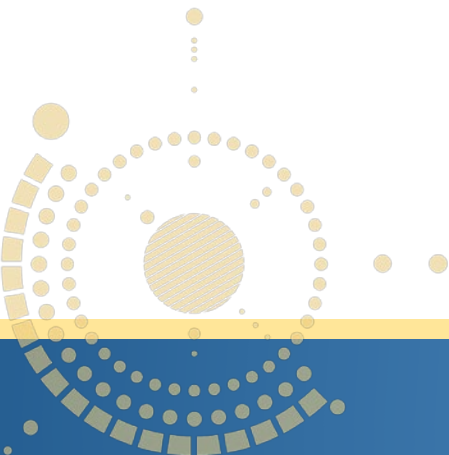
Recommendation	Current Status
Revise the Density Bonus Policy	Policy drafted and scheduled for July 13, 2021, Planning Board Meeting.
Increase Promotion of Accessory Dwelling Unity Policy	Policy adopted. Scheduling interview for CITY TV-19 and update to Municode. Working on additional promotions with Communications, Marketing, and Public Relations.
Revise Minimum Parking Requirements	Policy drafted and scheduled for July 13, 2021, Planning Board Meeting.
Revise & Add to the Existing Definitions for Dwellings in the LDC	Policy drafted and scheduled for July 13, 2021, Planning Board Meeting.
Residential Housing in Commercial Districts	Policy drafted and scheduled for July 13, 2021, Planning Board Meeting.





Innovation


Recommendation	Current Status
Utilizing Solar Energy for New Construction and Home Rehabilitation	Research continues to revise policy and improve marketing of option to residents and builders.
Utilizing Green Building Practices for New Construction and Home Rehabilitation	Research continues to identify strategies to incorporate into affordable housing construction and rehabilitation efforts.



MEMORANDUM



ROCKY MOUNT
POLICE
THE CENTER OF IT ALL

To: Rochelle Small-Toney, City Manager
Cc: Elton Daniels, Assistant City Manager
From: Robert Hassell, Chief of Police 
Date: 7/12/2021
Re: Presentation of Crime Statistics

The purpose of this memo is to present a summary of the city wide crime numbers to the Committee of the Whole during the July 12, 2021 meeting.

Discussion

The presentation covers the crime incidents throughout the city currently and compares them to last year during the same time period. The crimes tracked in this presentation are crimes labeled as part 1 crimes in the National Incident Based Reporting System (NIBRS) by the federal government. These crime numbers are tracked by the FBI and shared with the Bureau of Justice Statistics for tracking purposes.

The presentation includes investigation outcomes for the violent crimes and the related arrests. It also includes maps depicting the areas of shots fired, incidences of aggravated assault and murder. The presentation also highlights the efforts and successes of the police department to combat the violent crime occurring in the city.

Requested Action

None

Respectfully Submitted,

Robert Hassell
Chief of Police



ROCKY MOUNT
POLICE

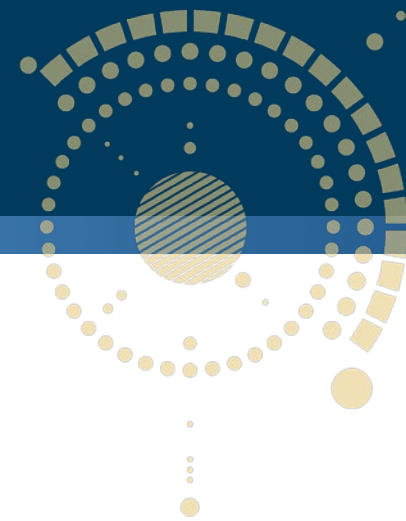
June 2021 Crime Report

June 2021 Data

July 12, 2021

Robert Hassell, Chief of Police





NIBRS Part 1 Comparison

CRIMES	Jun 2020	Jun 2021	+/-	YTD 2020	YTD 2021	+/-
Murder	0	4	4	5	8	3
Rape	1	2	1	3	7	4
Com Robbery	1	4	3	11	15	4
Ind Robbery	6	1	-5	23	11	-12
Agg Assault	51	37	-14	205	204	-1
Violent	59	48	-11	247	245	-2
Commercial B&E	5	15	10	27	70	43
Residential B&E	22	11	-11	122	86	-36
Non Residential B&E	3	1	-2	16	14	-2
Larceny	58	82	24	481	427	-54
MV Theft	6	9	3	40	37	-3
Arson	1	0	-1	5	5	0
Property	95	118	23	691	639	-52
Total	154	166	12	938	884	-54

The table is a comparison of crime numbers by month and year to date compared to the same time periods last year.



Aggravated Assault Cases and Investigations

- Aggravated Assault Cases 24
- Aggravated Assault Victims 37
- Numbers Cases with Multiple victims 8
- Aggravated Assault Arrests 9
- Aggravated Assault Cases Cleared 12

Case Dispositions

- Cases Cleared by Arrest 8
- Inactive Cases 4
- Open Cases 10
- Exceptionally Cleared 2

Grand Total of Incidents 24

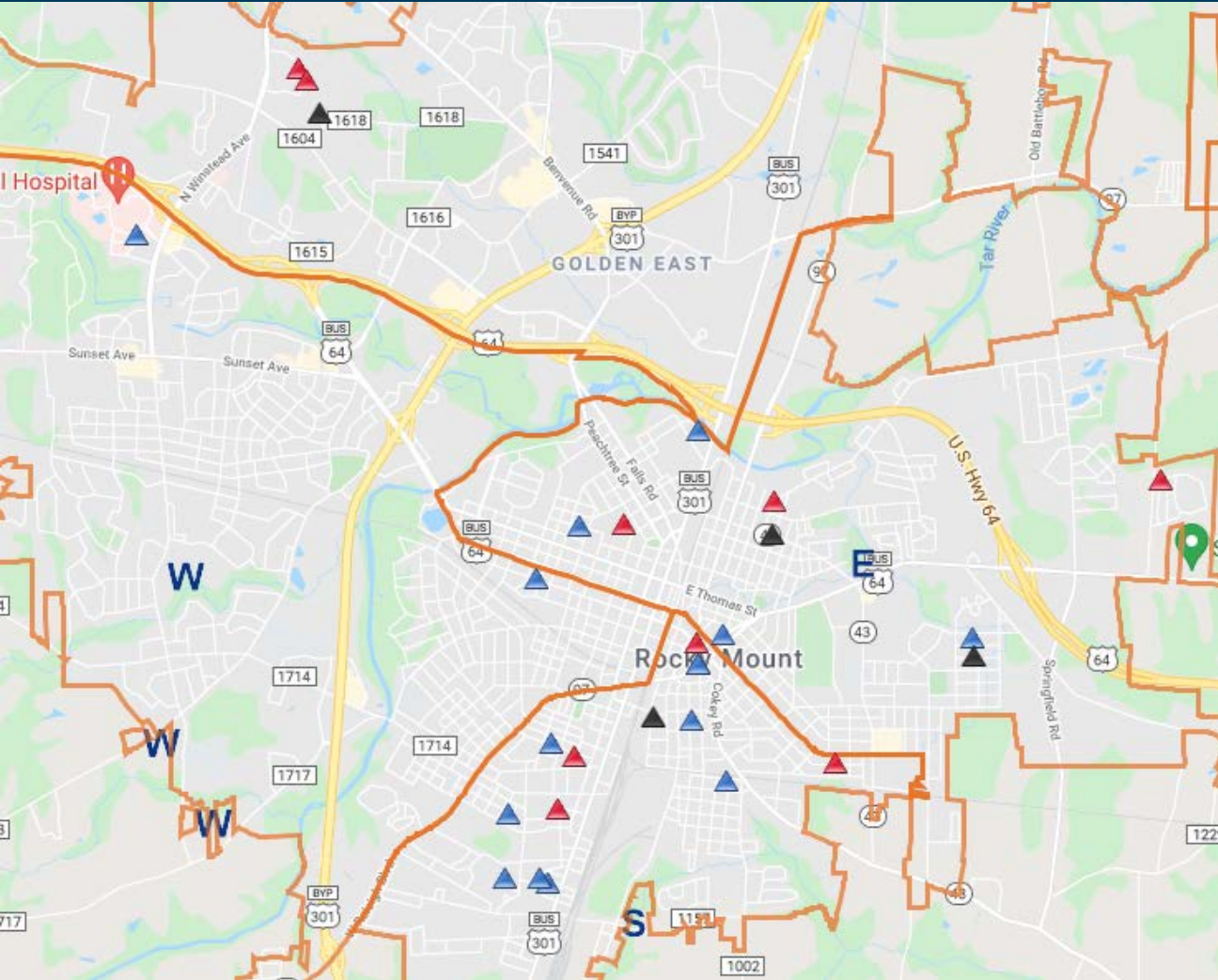
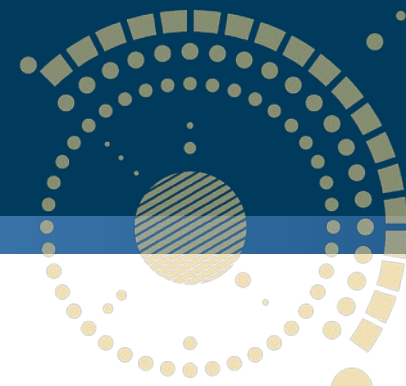
- Gang Related 1



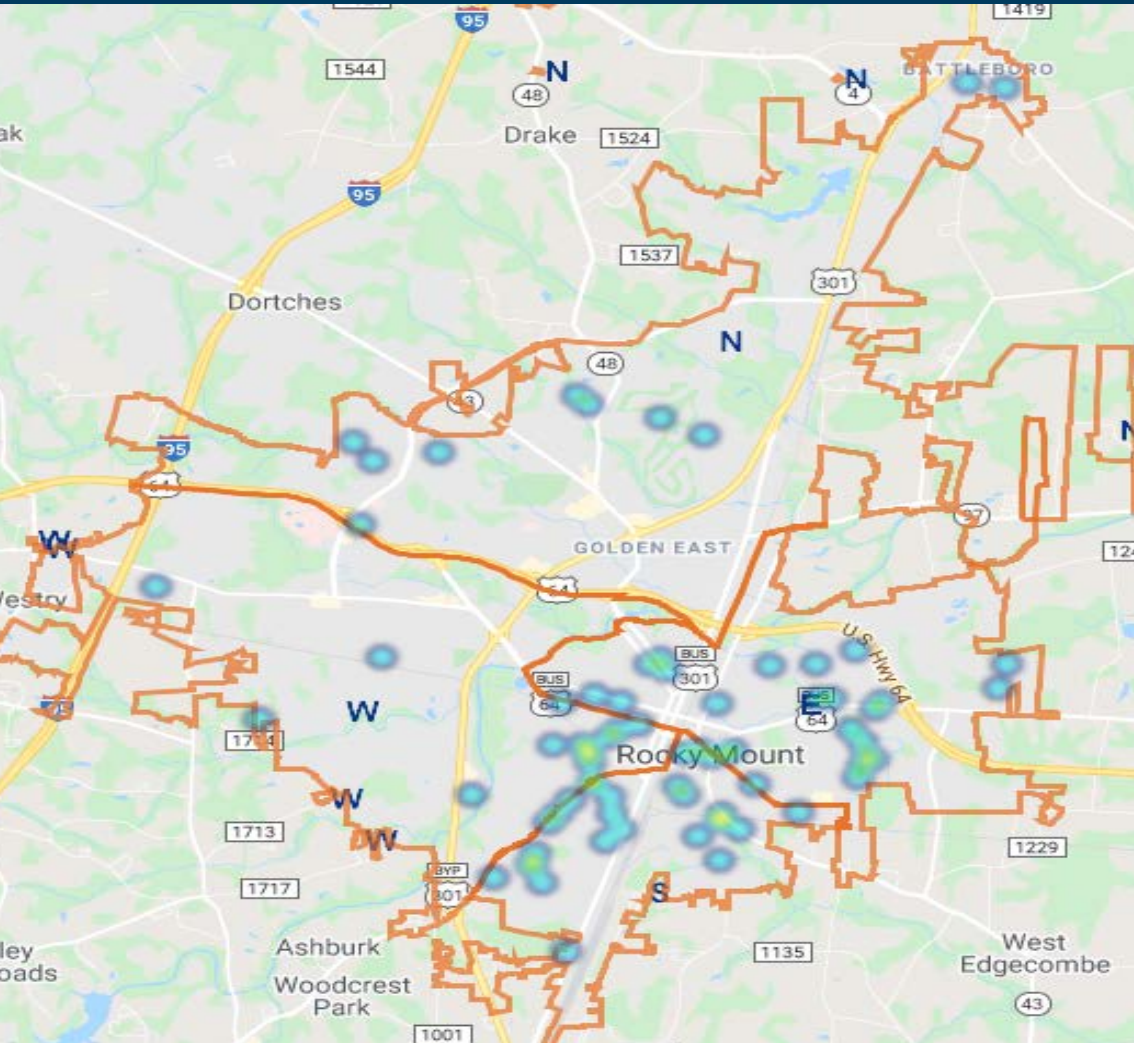
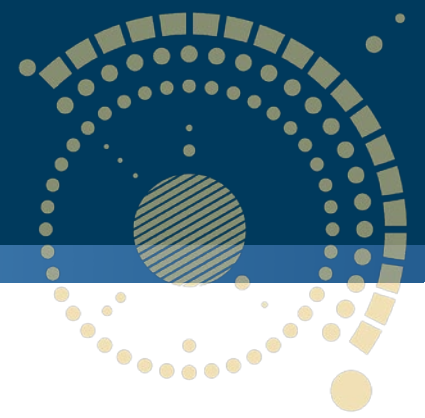


ROCKY MOUNT
POLICE

June 2021 Crime Report



- ▲ Murder
 - ▲ Aggravated Assault
 - ▲ Shooting Into OCC Build/Veh
 - Victims with Injuries 20
 - Victims Without Injuries 21
- Grand Total of Victims 41**



Shotspotter & Citizen Calls Throughout the City

- Shots Fired 74
- Shell Casings were Found 32
- Number Shell Casings Found 206
- Number of Firearms Seized 38
- Number of Firearms Seized YTD 220
- Weapon Violation Arrests 6





Community Involvement

- **Police Athletic/Activity League:** We have sent our registration to the National Organization to become a Chartered member
- **Rocky Mount Housing Authority Graduation Parade:** We partnered with City and School Leaders to honor the 2021 Graduating Housing Authority residents
- **Active Shooter Training:** We are continuing to train all city employees on survival techniques during an active shooter. This training will include lecture and practical exercises
- **Junior Police Academy:** Will begin July 19 – July 23 with 12 participants
- **Job Fair:** Tuesday, July 20, 11am-2pm, Booker T Theatre

MEMORANDUM



ROCKY MOUNT, NC
THE CENTER OF IT ALL

Committee of the Whole

To: Rochelle Small - Toney, City Manager
Cc:
From: Kevin Harris, Downtown Development Manager
Date: July 12, 2021
Re: Residential Production Grant

Issue:

Economic productivity of the downtown hinges upon a built environment capable of supporting business and residential growth. Sustaining this growth requires significant commitment by private investors in building rehabilitation and construction. Aging buildings, fire suppression requirements and outdated electrical systems are just a few of the challenges of urban revitalization.

Intended to promote downtown living and increase the residential capacity of downtown, a Downtown Residential Production Grant (RPG) will encourage property owners to consider reuse of their upper floors for lofts, apartments or condominiums. Investors in new construction or building rehabilitation projects that create new residential units, or renovate abandoned units, will be eligible for a substantial rebate on development costs.

Background:

It has been proven across the country that downtown residential is a key component and leading strategy in urban revitalization.

- Twenty-four hour residents assure downtown foot traffic:
 - Patronize and encourage retail investment
 - Support downtown eateries
 - Promote further downtown development

- Changing demographics contribute to the demand for downtown residential
 - Younger segments of the population are more likely to rent
 - Younger generations, as well as seniors are attracted to downtown
 - Population prefers walkable communities
 - Enjoy greater access to resources and entertainment activity
 - Prefer low maintenance living/smaller space

Goals of the Program

- Promote renovation and reuse of upper floors in existing or historic buildings for residential use;
- Encourage new residential construction on suitable vacant lots;
- Increase downtown living in order to expand the market base for restaurants and retail establishments, and to attract new businesses to the downtown;
- Increase the tax base.

Development Cost

Per downtown developers, construction of upper floor residential increases project cost \$60 per square foot, requiring:

- Fire suppression such as sprinkler systems;
- Cost of elevators and other ADA Compliance requirements;
- Added plumbing and electrical

Demand

Per 2019 ESRI demographic statistics, there are 4,194 employees working downtown or within one half mile. Existing residential population is at 1,400, representing a potential demand of 2,800 units for employees. There are 40 units existing within the downtown core with over 90% occupancy. There are currently 25 units under construction and an additional 60 planned. Also note there are 40, upper market, loft units located at the Mill that are consistently 90% occupied.

Return on Investment

The economic lift from renovated downtown properties as of late has been immediate. On average, the tax value for fully renovated downtown properties has increased over 200%, representing a like increase in property tax revenue.

For example, a downtown residential development including 143, 147 and 149 SE Main Street has a combined tax value of \$120K. The recent, post construction appraisal, valued the development over \$2M.

Actual tax value on a mixed-use restaurant and upper floor residential property at 123 S Church increased from \$46K to \$177K, after renovation. Note this was the value as of 2017.

Beyond increased property tax revenue, city ROI also includes increased utility revenue from properties brought back on-line, as well as increased sales tax revenue from downtown residents patronizing downtown businesses and restaurants.

Recommendation

The city can conservatively project a 100% increase in downtown property values as they are renovated. Properties renovated to accommodate residential capacity will experience an additional lift in value, accompanied by increased utility and sales tax revenue. The 2021-22 Budget includes \$225,000, adequate to support 30 downtown units. Staff recommends approval of the Residential Production Grant.

SUMMARY OF RESIDENTIAL PRODUCTION GRANT GUIDELINES

Grant Amount

- Standard grants shall reimburse the applicant at a rate of \$7,5000 per residential unit created or substantially upgraded with a maximum grant of \$150,000;
- Applicant/Owner will be eligible to receive up to \$150,000 cumulative in Residential Production awards for one or more projects;
- Maximum residential grant cannot exceed 20% of overall development cost;
- Total Downtown incentive grants cannot exceed 35% of overall development costs. (Not including the Development Incentive Grant)

Qualifying for the Grant

- The property must be located within the Downtown Core.
- Properties located within the Downtown Transitional area will be considered that include a minimum of six residential units.
- New construction or building rehabilitation projects are eligible.
- Eligible projects will include residential as a single use, or as part of mixed-use development.

Eligible Improvements

- Grant reimbursement is factored on the number of new residential units created or substantially upgraded at a flat rate per unit;
- Project must result in the creation of new residential units as part of new construction, building rehabilitation or adaptive reuse;
- Eligible projects may include renovations to existing, abandoned;
- Renovations must be substantial to the extent that the completed units are of a finished quality and ready for occupancy;
- All new or renovated units must be consistent with the overall quality standards.

Review Criteria

When reviewing proposals, the City of Rocky Mount shall take the following into consideration:

- Feasibility and suitability of the rehabilitation, reuse or development plan;
- Impact to the tax base and the overall economic impact that can be anticipated as a result of the project;
- Consistency of interior up-fit with regard to quality, durability and amenities;
- Overall conformance with the grant goals and guidelines;
- Other factors specific to the project that are deemed relevant.

City of Rocky Mount Administrative Policy

Policy: Downtown Residential Production Grant

Section: Administrative Policy No. TBD

Prepared By: Kevin Harris
Downtown Development Manager

Approved By: City Council

Effective Date: July 12, 2021 Page: 1 of 7

SECTION 1. Purpose

The Downtown Residential Production Grant (RPG) is an economic development program established under North Carolina Statutes Section 158-7.1. The program is intended to promote downtown living and increase the residential capacity of downtown. The RPG will encourage property owners to consider reuse of their upper floors for lofts, apartments or condominiums. Investors in new construction or building rehabilitation projects that create new residential units, or renovate abandoned units, will be eligible for a substantial rebate on development costs.

The program is structured to accelerate and encourage downtown building rehabilitation so to attract businesses as well as residential tenants to locate within the Central City Business District. Accelerating downtown revitalization will create jobs, increase the tax base of the Central City Business District, fully compliment Public investment, and continue City Council objective to establish Downtown as another area of the city to live, work and play

SECTION 2. Roles and Responsibilities

- 2.1 The program will be administered by the following City staff members:
 - a. The Downtown Development Manager will serve as primary contact for questions, concerns, application intake and program promotion.

- b. The Downtown Development Manager will review and prepare recommendations for award of assistance grants for approval by the City Manager or her designee.
- c. The Downtown Development Manager will facilitate grant compliance with awarded recipients, including review of documentation for projects completed and processing of award payments.
- d. The Department of Development Services will ensure compliance with Building Code and Historic Preservation guidelines.

SECTION 3. Downtown Residential Production Grant Guidelines

- 3.1 The commercial property must be located within the connected boundaries of Franklin St., Goldleaf St., Atlantic Ave. and Raleigh Blvd. In addition to properties located within the boundaries, properties abutting either side of a boundary street are also eligible to participate in the RPG Program. This policy confirms the longstanding interpretation of City Staff. (see attached map)
- 3.1.1 Properties located within the Downtown Transitional (see attached map) will be considered that include a minimum of six residential units.
- 3.2 Types of projects which may be funded include, but are not limited to, the following:
 - a. Eligible projects may include new construction, building rehabilitation or adaptive reuse.
 - b. Project must result in the creation of residential units not previously available for occupancy.
 - c. Renovations must be substantial to the extent that the completed units are of a finished quality and ready for occupancy.
 - d. All new or renovated units must be consistent with the overall quality standards.

- e. Eligible projects will include residential as part of mixed-use development or commercial property converted for residential as single use.
- 3.3 Plans for improvements must conform to existing building and landscape regulations of the City of Rocky Mount, and the Rocky Mount Historic Preservation Commission Design Guidelines. Where applicable projects must receive a Certificate of Appropriateness or approval of the Historic Planner prior to the funding approval.
- 3.4 To be eligible for funding from the grant, the building must qualify for a Certificate of Occupancy at time of application or at the completion of the project. (In other words, the grant may not be used for improvements to a building which may not be occupied due to code violations or issues.)
- 3.5 Every assisted dwelling unit must be free from any Demolition by Neglect violations and conform to the City of Rocky Mount building code standards for the intended use, if known at the time of application.
- 3.6 In order to receive funding, the application must show that upon completion of scheduled improvements, and in order to receive award funds, the property must at a minimum receive a certificate of compliance per the North Carolina Administrative Code GS160A-423 and the following:
 - a. Must have usable electrical service per National Electrical Code (NEC) standards
 - b. Working HVAC
 - c. Roof free of leaks
 - d. Floors and stairs free of hazards and meeting safety requirements (no holes and railing as required)
 - e. Air-tight windows

When inspecting each unit, the City's Building Code Inspector will employ these standards and, if necessary, prepare a list of repairs that must be performed in order to fulfill this requirement.

3.7 Subject to the availability of funding, and the public hearing required by GS 158-7.1. Grants shall reimburse the applicant at a rate of \$7,500 per residential unit created or substantially upgraded, with a maximum grant of \$150,000. The maximum grant will not exceed 20% of overall development cost for residential space.

3.8 Applicant/Owner will be eligible to receive up to \$150,000 cumulative in Residential Production awards for one or more properties;

3.9 Total of all downtown incentive grants provided for the project cannot exceed 35% of overall development costs. (Not including the Development Incentive Grant)

3.10 Funding Eligibility Exclusions

- a. Religious organizations for sectarian purposes
- b. Individual K-12 schools (public or private)
- c. Organizations that discriminate on the basis of race, culture, gender, sexual orientation, age or religion
- d. Political activities
- e. Non-conforming uses

3.7. In order to be eligible for reimbursement, the recipient must acquire all permits necessary and applicable for the work proposed in their application.

3.8. Reimbursement or payment will only be made for labor not performed by the owner unless owner is the project licensed general contractor or certified contractor to perform work to be reimbursed. Labor performed by the owner may be credited as match for the grant provided that the labor can be verified, the labor is applicable to the project approved for funding and the labor rate is reasonably in-line with market rates.

- 3.9. No property shall be eligible for more than one (1) grant award in any given five (5) year period.
- 3.10. Upon award, the recipient must acknowledge that any and all improvements funded in part with grant award funds must remain with the property, including upon conveyance to another owner if the property is sold.

SECTION 4. Application Process for Financial Incentives

- 4.1 All applicants must:
 - a. Be the legal owner of the property or have the permission of the legal owner (notarized statement from the owner).
 - b. Furnish a current list of owners/partners and staff (or in the case of a non-profit entity, the board of directors)
 - c. Be financially stable
 - d. Be current with city and county property taxes and/or utilities
 - e. Provide and maintain current property insurance to cover the value of the structure and all improvements
 - f. Renderings and/or plans of the entire project meeting requirements of Development Services
 - g. Provide all required documentation as per application, or as deemed necessary for project evaluation
- 4.2 The application and supporting material will be collected and reviewed by the Downtown Manager and then forwarded to the Department of Development Services for review by Historic Planner.
- 4.3 The Historic Planner will review the application and prepare a recommendation on its approval or disapproval, along with any supportive documentation, to the Downtown Development Manager, who will issue a recommendation for approval or disapproval to the Community and Business Development Director.

4.4 The Community and Business Development Director will review the report and Downtown Development Manager recommendation and provide formal approval or disapproval of the application.

4.5 Two funding options are available:

- a. Reimbursement upon completion and approval of the renovations. Paid receipts, canceled checks, paid invoices, or other proof of expenditures must be submitted at completion of the project; or
- b. Direct payment to contractor upon completion and approval of the work by the City. Contractor must possess current business and professional licenses.

All work must be completed within twelve months of the award of the grant.

4.6 Upon satisfactory completion of all work required, the Downtown Development Manager and Inspection Services staff inspects work. If the site inspection is not satisfactory, the applicant will be notified and allowed up to thirty working days for correction of unsatisfactory items.

SECTION 5. Appeal Process

5.1 Persons applying for the Downtown Building Assistance Program will have ten (10) business days to appeal a denial decision to the City Manager. Notice of the appeal must be submitted in writing to the Downtown Development Manager with specific basis for the appeal. Upon review the City Manager shall render a final decision on the appeal within ten (10) business days.



ROCKY MOUNT, NC
THE CENTER OF IT ALL

Residential Production Grant Policy

7/12/2021, Office of Downtown & Business Development



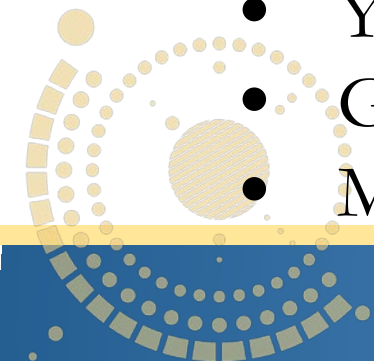


- Encourage Downtown property owners to reuse upper floors for lofts, apartments, or condominiums.
- Invest in new construction and rehabilitation projects creating new residential units or renovation of abandoned units.



Downtown residential development is key to urban revitalization

- 24-hour residents assure Downtown foot traffic
 - Patronize & encourage Downtown investment
 - Support Downtown eateries
 - Promote future Downtown development
- Changing demographics contributing to demand for Downtown residential development
 - Younger generations and seniors are attracted to Downtown
 - Greater preference towards walkable communities
 - More individuals prefer low maintenance living/smaller spaces





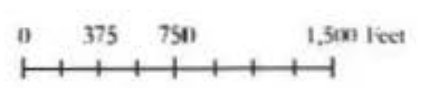
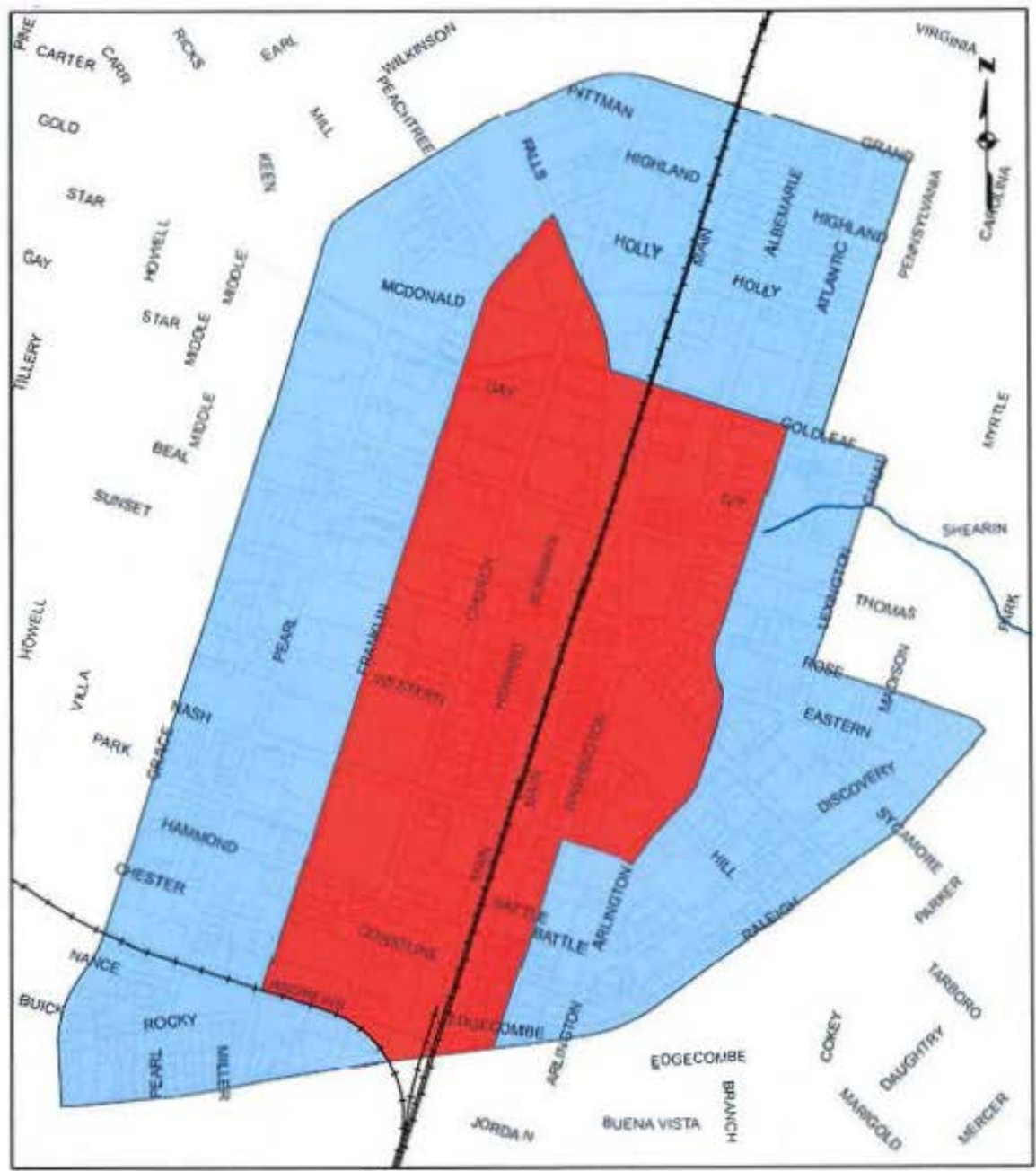
- Promote renovation & reuse of upper floors in existing or historic buildings for residential use
- Encourage new residential construction on suitable vacant lots
- Increase Downtown living to expand the market base for restaurants and retail establishments, attracting new businesses to Downtown
- Increase the tax base



- Existing Downtown population: 1,400
- 4,194 employees working in Downtown area
 - Creates potential demand for up to 2,800 residential units
- Current Downtown housing
 - 40 existing units, 90% occupancy
 - 25 under construction, 50 more planned
- Upper-market units at Rocky Mount Mills, 90% occupancy
- 5-Year Goal: 500 Units



- Reimbursement to applicant of \$7,500 per unit, \$150,000 maximum (20 units)
 - \$225,000 budgeted for FY 2022 (30 units)
- Maximum residential grant cannot exceed 20% of overall development costs
- Total Downtown incentive grants (combined) cannot exceed 35% of overall development costs (excluding Development Incentive Grant)
- Must be located within Downtown Core
 - Locations within Downtown Transitional Area will be considered if they include at least 6 residential units



Downtown Core
 Downtown Transitional
 Parcels



- New construction & building rehabilitation are eligible
 - Single-use or mixed-use
- May include renovations to existing, abandoned units
 - Renovations must be substantial to extent the completed units are of a finished quality and ready for occupancy
- New & renovated units must be consistent with overall quality standards
- Grant reimbursement based upon number of new residential units created or substantially upgraded (\$7,500 per unit)
- Applicant/Owner will be eligible to receive up to \$150,000 cumulative in Residential Production awards, for one or more projects



- Feasibility & suitability of rehabilitation, reuse, or development plan
- Impact to tax base & overall economic impact anticipated as result of the project
- Consistency of interior upfit with regard to quality, durability & amenities
- Overall conformance with grant goals & guidelines
- Other factors specific to the project deemed relevant



- July 26th: Public Comment and Council Approval
- August 2nd: Open program to applicants