



**ACTION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
FEBRUARY 10, 2025
4:30 PM**

Please Turn off Cell Phones or Place on Silent Mode.

APPROVED MINUTES - February 10, 2025

A. APPROVED MINUTES - February 10, 2025 ()

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

A. Black History Month 2025 (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **VOLUNTARY ANNEXATION: A-2025-01** - Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of Public Hearing on approximately 50.569 +/- acres of property located at 3397 Camp Julia Road **APPROVED UNANIMOUS** (Richard Smith, Planning Director)
- B. **VOLUNTARY ANNEXATION: A-2025-02** - Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of a Public Hearing on approximately 0.38 +/- acres of property located at 9172 Davidson Highway. (Cabarrus County Parcel # 46823091760000) **APPROVED UNANIMOUS** (Richard Smith, Planning Director)
- C. **POLICY** - ARP/CSLERF Nondiscrimination Policy **APPROVED UNANIMOUS** (Brian Roberts, Finance Director, Tina Cline, Assistant City Manager)
- D. **POLICY** - ARP/CSLFRF Conflict of Interest Policy **APPROVED UNANIMOUS** (Brian Roberts, Finance Director, Tina Cline, Assistant City Manager)
- E. **MINUTES** - January 27, 2025 City Council Minutes **APPROVED UNANIMOUS** (Pam Scaggs, City Clerk)

BUSINESS AGENDA

A. **PRESENTATION** - Microtransit Discussion: What it Is, What it Isn't, and a Look at

Potential Microtransit Service Models (Wilmer Melton, Assistant City Manager)

- B. **PRESENTATION** - College Station Real Estate (Irene Wong, Economic & Community Development Director)

CLOSED SESSION - Motion to enter closed session pursuant to NCGS 143.318.11 (a) (3) to consult with an Attorney in order to preserve the Attorney client privilege and NCGS 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area, and NCGS 143.318.11 (a) (5) for discussing the negotiating position regarding the acquisition of real property (Mayor Pro tem Berry)

MOTION TO ADJOURN

ADA Notice

In accordance with Title II of the Americans with Disabilities Act (ADA), any person requiring an accommodation to participate in a function or program of the City of Kannapolis should contact Daniel Jenkins, Assistant Human Resources Director & ADA Coordinator by phone at 704-920-4312, email adacoordinator@kannapolisnc.gov, or in person at Kannapolis City Hall as soon as possible, but not later than forty-eight (48) hours prior.

**CITY OF KANNAPOLIS
CITY COUNCIL
WORK SESSION MEETING MINUTES
February 10, 2025**

A work session meeting of City Council of the City of Kannapolis, North Carolina was held on Monday, February 10, 2025, at 4:30 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault
Doug Wilson
Jeanne Dixon
Dianne Berry
Darrell Jackson
Tom Kincaid
Doug Wilson

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant City Manager: Tina Cline

Assistant City Manager: Wilmer Melton

City Clerk: Pam Scaggs

Staff Present:	Kirk Beard	TJ Cook
	Gerald Faulkner	Irene Wong
	Michael Rattler	Annette Privette-Keller
	Sherry Gordon	Richard Smith
	Kristin Jones	Brian Roberts
	Tracy Winecoff	Elizabeth McCarty
	Terry Spry	

Visitors Present: L.J. Weslowski
Sophia Wilkerson
Mark Spitzer
Ron Flanders
Joe Hatley
Corinne Boyd
Alicia Detson

1 **CALL TO ORDER AND WELCOME**

2 Mayor Hinnant called the meeting to order and welcomed all in attendance. He led a moment of silent
3 prayer, followed by Councilmember Kincaid offering the Pledge of Allegiance.

4
5 **ADOPTION OF AGENDA**

6 Mayor Hinnant asked for a motion regarding the Agenda. Councilmember Jackson made the motion
7 to approve, second by Councilmember Dixon and the motion was unanimously approved.

8
9 **PROCLAMATION**

10 Mayor Hinnant read a Proclamation recognizing February as Black History month and presented the
11 Proclamation to Kannapolis resident Sophia Wilkerson.

12
13 **CONSENT AGENDA**

14 Mayor Hinnant asked for a motion regarding the Consent Agenda. Councilmember Dixon made the
15 motion to approve, second by Mayor Pro tem Berry and the motion was unanimously approved.

16
17 Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to
18 Annex; and Fix the Date of Public Hearing for February 24, 2025, on approximately 50.569 +/- acres
19 of property located at 3397 Camp Julia Road and further identified as Cabarrus County Parcel
20 Identification Number 56334589390000. (Richard Smith, Planning Direct) (Copy included as Exhibit
21 A)

22
23 Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to
24 Annex; and Fix the Date of Public Hearing for February 24, 2025, on approximately 0.38 +/- acres of
25 property located at 9172 Davidson Highway and further identified as Cabarrus County Parcel
26 Identification Number 46823091760000. (Richard Smith, Planning Direct) (Copy included as Exhibit
27 B)

28
29 Nondiscrimination Policy – American Rescue Plan Act / Coronavirus Local Fiscal Recovery Fund
30 (ARP/CSLFRF). (Brian Roberts, Director of Finance) (Copy included as Exhibit C)

31
32 Conflict of Interest Policy – ARP/CSLFRF (Brian Roberts, Director of Finance) (Copy included as
33 Exhibit D)

34
35 Business Meeting Minutes – January 27, 2025 (Pam Scaggs, City Clerk)

36
37 **BUSINESS AGENDA**

38 **Presentation – Micro-transit Discussion: What is It, What it Isn't, and a Look at Potential**
39 **Micro-transit Service Models. (Wilmer Melton, Assistant City Manager) (Copy included as**
40 **Exhibit E)**

41 Assistant City Manager Wilmer Melton introduced Transit Director LJ Weslowski, who explained
42 the evolution of micro-transit to address the "first mile, last mile" problem, adding that traditional
43 transit routes have endpoints, but passengers may need to travel further. Mr. Weslowski added that
44 micro-transit was inspired by ride-sharing services like Uber and Lyft and that while it is attractive to
45 users due to it being more of a direct trip than traditional transit, it is not economically feasible or

1 sustainable. He cautioned that while micro-transit has been successful and ridership has increased, it
2 also requires significant investment in operating costs.

3
4 Mr. Weslowski stated that Rider Transit and Cabarrus County Transportation currently offer on-
5 demand micro-transit services, but passengers need to schedule rides a day in advance to ensure
6 resources are available. He noted that Rider Transit has been exploring micro-transit since late 2019,
7 and despite rider enthusiasm and increased usage, micro-transit can't economically carry more people
8 for less money compared to mass transit, and balancing efficiency and cost-effectiveness remains
9 challenging. Mr. Weslowski added that discussions with various companies for a micro-transit pilot
10 estimated a \$50,000 cost per vehicle, leading them to hold off until the Lincoln Street Bridge closure
11 in Concord left a zone without transit service. This situation was used to establish a micro-transit
12 zone, initially served with phone calls, and later fully implementing a micro-transit app and service
13 which ran for about three years until the bridge reopened last week.

14
15 Mr. Weslowski provided data from different models regarding transitioning to micro-transit. A full
16 transition from buses to micro-transit would require 100% local funding and result in a \$5.4 million
17 dollar increase for Kannapolis. Transitioning to a hybrid bus/micro-transit model would result in a
18 \$1.7 million dollar increase in local expenses. Mr. Weslowski stated that both models assume a 40/60
19 split between Kannapolis and Concord and that the estimated increases are baseline, with a likely
20 additional 25% increase if demand is met. He stated that increasing any of the three aspects of micro-
21 transit: coverage, convenience, and cost, will impact the others and provided an example stating that
22 buses average 10.7 passengers per hour, while micro-transit averages 2.6, necessitating more vehicles.

23
24 Mr. Weslowski and Council members discussed in detail the challenges of adding late-night routes,
25 implementation of micro-transit in other municipalities (Gastonia and Wilson), accessibility
26 challenges for residents without smartphones or computers, and funding. It was concluded that there
27 is no cost-effective way to provide better and more frequent service.

28
29 **Presentation – College Station Real Estate. (Irene Wong, Director of Economic & Community**
30 **Development) (Copy included as Exhibit F)**

31 Director of Economic & Community Development, Irene Wong, provided a presentation regarding a
32 City-owned shopping center located on Cannon Boulevard and known as College Station. Ms. Wong
33 reminded Council that the City bought the shopping center in 2018 to relocate the Rowan County
34 Community College (RCCC) cosmetology program. She added that there are nine commercial spaces,
35 with six vacant, two on month-to-month leases, and Dollar General with one year left on their lease.
36 Ms. Wong noted that challenges of the property include a dated appearance, limited visibility, and
37 below-market rents.

38
39 Ms. Wong suggested options for the property which included:

- 40
41 1. Sell the Property: Estimated sales price between \$4.3 and \$4.8 million. Leasing all spaces at
42 market rate could increase value by \$1.5 million.
43
44 2. Keep the Property:
45 a. Invest in updates to attract better tenants and higher rents.
46 b. Convert for community services like a food pantry or health clinic.
47 c. Utilize as a business Incubation center.

1 d. Allocate for city departments or partner organizations.

2
3 Ms. Wong cautioned Council that keeping the property and continuing to operate as is will most likely
4 maintain the status quo with below-market rents and high-risk tenants.

5 Council discussed the property's potential uses and the pros and cons of keeping versus selling it. It
6 was determined that the City should first contact RCCC to see if they wanted to purchase the property.

7 Ms. Wong agreed to contact the RCCC representative and to provide an update at a future meeting.
8

9 **CLOSED SESSION**

10 **NCGS 143.318.11 (a) (3) to consult with an Attorney in order to preserve the Attorney client**
11 **privilege and NCGS 143.318.11 (a) (4) for discussing matters relating to the location or**
12 **expansion of industries or businesses in the area, and NCGS 143.318.11 (a) (5) for discussing**
13 **the negotiating position regarding the acquisition of real property**

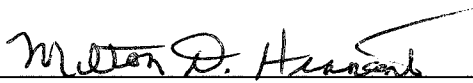
14 Mayor Pro tem Berry made the motion to go into closed session pursuant to NCGS 143.318.11 (a)
15 (3) to consult with an Attorney in order to preserve the Attorney client privilege and NCGS
16 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or
17 businesses in the area, and NCGS 143.318.11 (a) (5) for discussing the negotiating position regarding
18 the acquisition of real property. Motion was seconded by Councilmember Wilson and unanimously
19 approved.
20

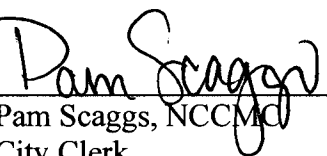
21 Council went into closed session at 5:54 PM.

22
23 There being no further business, Councilmember Wilson made a motion to come out of closed
24 session, second by Councilmember Dayvault, and the motion was unanimously approved.
25

26 There being no further business, Councilmember Dixon made motion to adjourn, second by Mayor
27 Pro tem Berry, and the motion was unanimously approved.
28

29 The meeting adjourned at 6:17 PM on Monday, February 10, 2025.
30
31
32

33 
34 Milton D. Hinnant, Mayor

35 
36 Pam Scaggs, NCCMC
37 City Clerk
38



Office of the Mayor

**KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
“BLACK HISTORY MONTH”**

WHEREAS, much of the City of Kannapolis’ honor, strength, and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great city; and

WHEREAS, African Americans have played significant roles in the history of North Carolina’s economic, cultural, spiritual, and political development while working tirelessly to maintain and promote their culture and history; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, the theme for 2025, “African Americans and Labor,” focuses on the various and profound ways that work and working of all kinds - free and unfree, skilled and unskilled, vocational and voluntary – intersect with the collective experiences of Black people; and

WHEREAS, our community is committed to striving for racial equity and providing a free, just, and equal community for all its residents.

NOW, THEREFORE, I, MILTON DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor together with the Kannapolis City Council, do recognize and hereby proclaim **February as Black History Month** and encourage all citizens to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful, and prosperous for all.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 10th day of February 2025.

Milton D. Hinnant



Kannapolis
Agenda Staff Report
February 10, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION: A-2025-01** - Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of Public Hearing on approximately 50.569 +/- acres of property located at 3397 Camp Julia Road **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, February 24, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, QTR Development Partners, LLC, has submitted an application for voluntary annexation of an approximately 50.569 +/- acres portion of an existing 53.181 +/- acres tract of contiguous property located at 3397 Camp Julia Road. The property is further identified as Cabarrus County Parcel Identification Number 56334589390000. A portion of the existing parcel is presently located in the City of Kannapolis, but the majority of the property is located in an unincorporated area of Cabarrus County. This area is designated as a future growth area for the City of Kannapolis. Further, the applicant has made this request for voluntary annexation to facilitate future development of a single-family attached residential community and to receive City services.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the Resolution Direction the Clerk to Investigate the Intent to Annex under Chapter 160A-31 et seq., and to Certify the Sufficiency of the Petition (Recommended); and**
2. **Motion to approve the Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, February 24, 2025, on question of annexation (Recommended).**
3. Take no action.
4. Table actions to a future meeting.

Attachments

1. Annexation Petition

2. Certificate of Sufficiency A-2025-01
3. Vicinity Color A-2025-01 Updated
4. Black and White A-2025-01 Updated
5. 2025-11 Resolution of Intent to Annex and Fix Date of Public Hearing A-2025-01 -3397 Camp Julia Rd
6. 2025-10 Resolution Directing Clerk to Investigate Intent to Annex A-2025-01 3397 Camp Julia Rd

Petition for Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 3397 Camp Julia Road, Kannapolis, NC 28083

Applicant: QTR Development Partners LLC

Address: 120 Village Road City: Green Village State: NJ Zip: 07935

Contact number: 973-634-1214 Email: dan.lacz@qtrdevelopment.com

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov
- ☒ Annexation Checklist and Application – Complete with all required property owner signatures
- ☒ Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)
- ☒ Metes and Bounds description of subject property

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either approve or decline the annexation request;

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

By signing below, I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if incomplete.

Applicant's Signature:

Date:

10/28/24

*Dan Lacz, Managing Member
QTR Development Partners LLC*



PETITION REQUESTING A CONTIGUOUS ANNEXATION
Approval authority – City of Kannapolis City Council

DATE: 10/25/2024

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 3397 Camp Julia Road, Kannapol, further identified as Cabarrus County Parcel Identification Number 56334589390000, is contiguous to the primary limits of the City of Kannapolis, is approximately 50.569 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and Metes and Bounds Description

3. This petition is signed by all property owners of the area to be annexed.
4. ☒ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☒ sewer ☒; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City’s standard water and sewer policy.
5. Please check ONE box below:
- ☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.
- ☒ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

Name (print or type)	Address	Signature*
1. C.W. McHargue	3397 Camp Julia Road, Kannapolis, NC 28083	
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

*Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.

CERTIFICATE OF SUFFICIENCY
A-2025-01

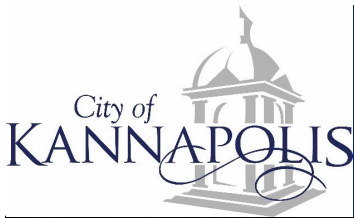
To City Council of the City of Kannapolis, North Carolina.

I, Pam Scaggs, City Clerk, do hereby certify that pursuant to NCGS Chapter 160A-31 *et seq.*, I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 5th day of February 2025.

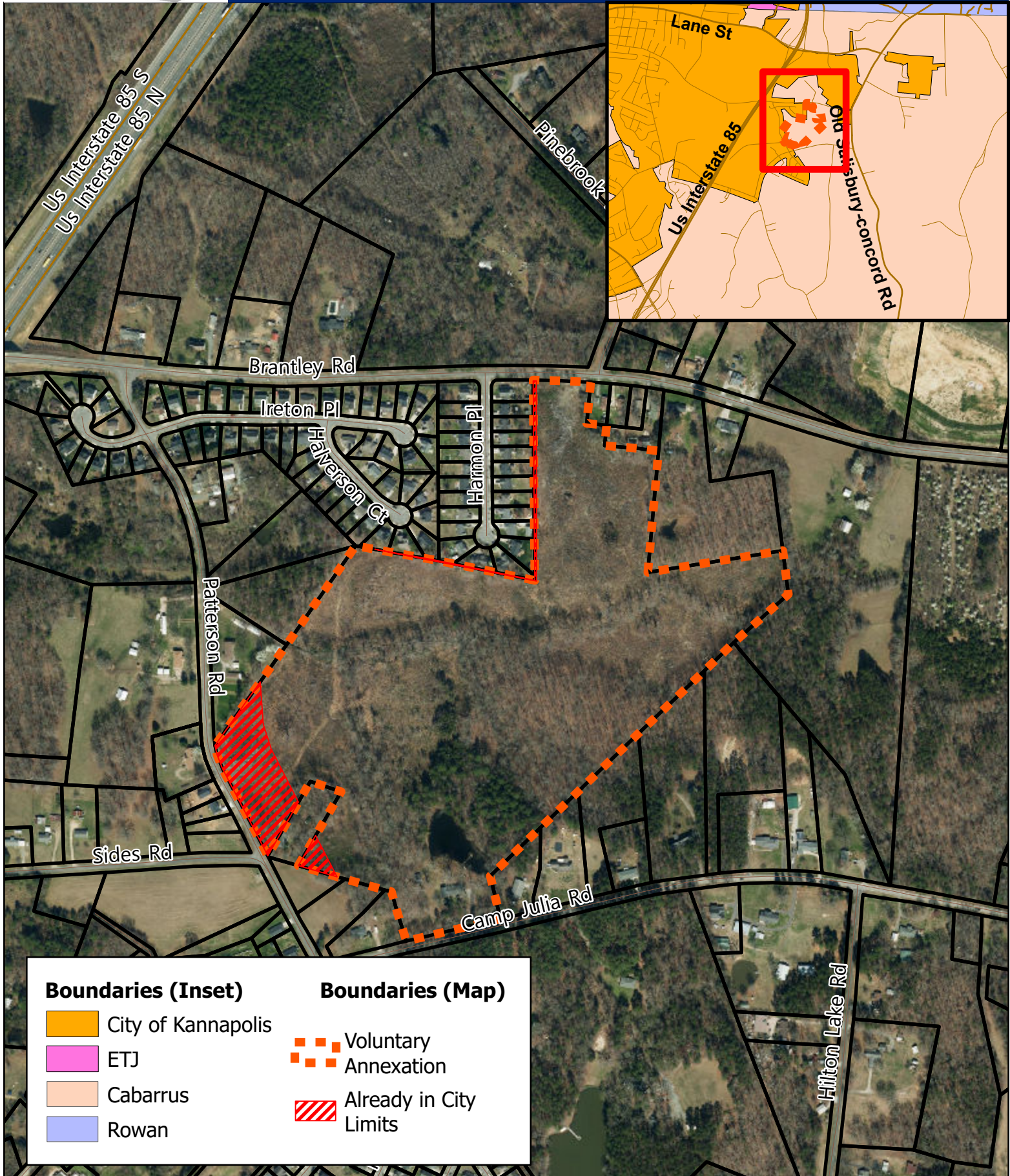


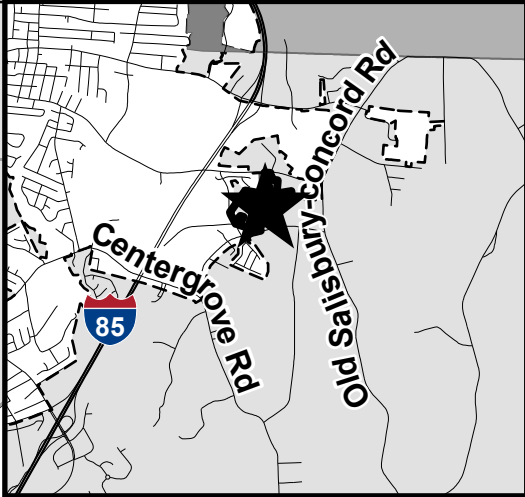
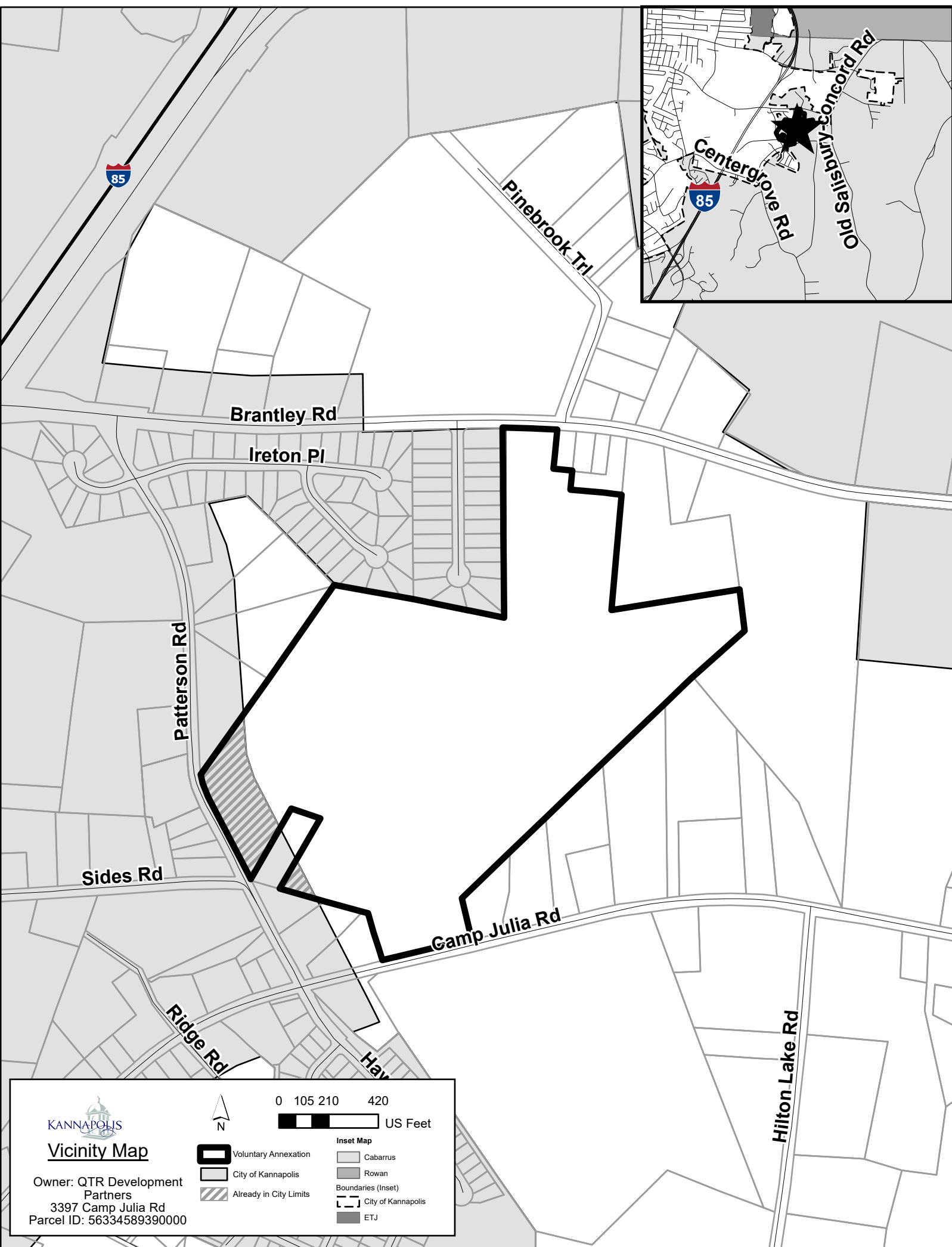

Pam Scaggs, NCCMC
City Clerk



Vicinity Map

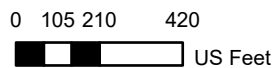
Owner: QTR Development Partners
3397 Camp Julia Rd
Parcel ID: 56334589390000





Vicinity Map

Owner: QTR Development
Partners
3397 Camp Julia Rd
Parcel ID: 56334589390000



- Voluntary Annexation
- City of Kannapolis
- Already in City Limits

- Inset Map**
- Cabarrus
 - Rowan
 - Boundaries (Inset)
 - City of Kannapolis
 - ETJ

RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION
A-2025-01 – 3397 CAMP JULIA ROAD

WHEREAS, pursuant to N.C.G.S Chapter 160A-31 *et seq.*, the City Council may initiate annexation of real property contiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 24th day of February 2025.
- Section 2. The area proposed for annexation is described as follows:
See attached Metes and Bounds Description and Annexation Survey.
- Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, February 13th and Thursday, February 20, 2025

ADOPTED this the 10th day of February 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, NCCMC
City Clerk

LEGAL DESCRIPTION

COMMENCING AT NCGS MONUMENT "TOWELS" HAVING NC GRID COORDINATES IN U.S. SURVEY FEET OF N:640037.24.09, E:1534758.27; THENCE WITH A BEARING OF S 05°32'25" E A HORIZONTAL GRID DISTANCE OF 2844.25 FEET TO A FOUND #5 REBAR ON THE SOUTHERLY RIGHT OF WAY OF BRANTLEY ROAD, A 60' PUBLIC RIGHT OF WAY PER MAP BOOK 37, PAGE 24 OF THE CABARRUS COUNTY PUBLIC REGISTRY, HENCE CCR, HAVING NC GRID COORDINATES IN U.S. SURVEY FEET OF N:637206.23, E:1535032.98; WHICH IS THE POINT OF BEGINNING;

THENCE WITH A BEARING OF N 00°20'40" W A DISTANCE OF 29.93 FEET TO A CALCULATED POINT IN THE CENTERLINE OF SAID BRANTLEY ROAD;

THENCE WITH THE CENTERLINE OF SAID BRANTLEY ROAD THE FOLLOWING TWO (2) COURSES:

1. S 88°52'44" E A DISTANCE OF 99.93 FEET TO A CALCULATED POINT;
2. S 87°46'15" E A DISTANCE OF 137.11 FEET TO A CALCULATED POINT

THENCE DEPARTING SAID CENTERLINE OF BRANTLEY ROAD WITH A BEARING OF S 06°54'53" W, PASSING THROUGH A SET #5 REBAR WITH PLASTIC CAP INSCRIBED "THE SURVEY COMPANY, INC" ON THE SOUTHERLY RIGHT OF WAY OF SAID BRANTLEY ROAD AT 30.10 FEET AND CONTINUING ANOTHER 169.90 FEET FOR A TOTAL DISTANCE OF 200.00 FEET TO A FOUND #4 REBAR BEING A COMMON CORNER WITH THAT JIMMY FREEMAN JR AND WIFE BRENDA FREEMAN TRACT AS DESCRIBED IN DEED BOOK 11946, PAGE 102, CCR;

THENCE WITH THE SOUTHERLY LINE OF SAID JIMMY FREEMAN JR AND WIFE BRENDA FREEMAN TRACT S 86°01'47" E A DISTANCE OF 80.11 FEET TO A FOUND #4 REBAR, BEING A COMMON CORNER WITH THAT WILLIAM JACK CLARK JR AND WIFE ANGIE RACHAEL CLARK TRACT AS DESCRIBED IN DEED BOOK 8299, PAGE 217, CCR;

THENCE WITH THE WESTERLY AND SOUTHERLY LINES OF SAID WILLIAM JACK CLARK JR AND WIFE ANGIE RACHAEL CLARK TRACT THE FOLLOWING THREE (3) COURSES:

1. S 07°00'15" W A DISTANCE OF 75.02 FEET TO FOUND #5 REBAR;
2. S 83°40'32" E A DISTANCE OF 141.46 FEET TO A SET #5 REBAR WITH PLASTIC CAP INSCRIBED "THE SURVEY COMPANY, INC";
3. S 81°28'14" E A DISTANCE OF 76.18 FEET TO A FOUND #5 REBAR ON THE WESTERLY LINE OF THAT NADYA MARIKA CHOMIAK AS DESCRIBED IN DEED BOOK 11032, PAGE 79, CCR;

THENCE WITH THE WESTERLY AND SOUTHERLY LINES OF SAID NADYA MARIKA CHOMIAK TRACT THE FOLLOWING TWO (2) COURSES:

1. S 04°17'18" W A DISTANCE OF 475.19 FEET TO A FOUND #4 REBAR;
2. N 81°33'32" E A DISTANCE OF 552.74 FEET TO A FOUND #5 REBAR ON THE WESTERLY LINE OF THAT KAY C ROSEMAN LIFE ESTATE TRACT AS DESCRIBED IN DEED BOOK 11639, PAGE 50, CCR;

THENCE WITH THE WESTERLY LINE OF SAID KAY C ROSEMAN LIFE ESTATE TRACT THE FOLLOWING TWO (2) COURSES:

1. S 07°16'46" E A DISTANCE OF 138.85 FEET TO A FOUND ½" IRON ROD;
2. S 43°27'28" W A DISTANCE OF 331.82 FEET TO A FOUND #4 REBAR ON THE NORTHERLY LINE OF THAT JOSEPH BATTINELLI AND WIFE KATE E BATTINELLI TRACT AS DESCRIBED IN DEED BOOK 15360, PAGE 123, CCR, AS BEING LOTS 1 & 2 - MAP BOOK 86, PAGE 67, CCR;

THENCE WITH A BEARING OF S 45°57'32" W A DISTANCE OF 1348.61 FEET TO A FOUND 1" PIPE, BEING THE NORTHWESTERLY MOST CORNER OF THAT VANCE ARTHUR GREENE III AND WIFE TANYA LATREECE GREENE TRACT AS DESCRIBED IN DEED BOOK 16023, PAGE 03, CCR AS BEING LOT 1 - MAP BOOK 84, PAGE 72, CCR;

THENCE WITH THE WESTERLY LINE OF SAID VANCE ARTHUR GREENE III AND WIFE TANYA LATREECE GREENE TRACT S 13°32'35" E PASSING THROUGH A SET #5 REBAR WITH PLASTIC CAP INSCRIBED "THE SURVEY COMPANY, INC" AT 172.46 FEET ON THE NORTHERLY LINE OF CAMP JULIA ROAD AT, A 60' PUBLIC RIGHT OF WAY PER MAP BOOK 84, PAGE 72, CCR, AND CONTINUING ANOTHER 30.00 FEET FOR A TOTAL DISTANCE OF 202.46 FEET TO A CALCULATED POINT IN THE CENTER OF SAID CAMP JULIA ROAD;

THENCE WITH THE CENTER OF SAID CAMP JULIA ROAD THE FOLLOWING TWO (2) COURSES:

1. S 76°47'50" W A DISTANCE OF 347.15 FEET TO A CALCULATED POINT;
2. S 76°28'41" W A DISTANCE OF 54.20 FEET TO A CALCULATED POINT;

THENCE DEPARTING SAID CENTERLINE OF SAID CAMP JULIA ROAD N 16°09'07" W, PASSING THROUGH A SET #5 REBAR WITH PLASTIC CAP INSCRIBED "THE SURVEY COMPANY, INC" AT 30.03 FEET ON THE NORTHERLY RIGHT OF WAY OF SAID CAMP JULIA ROAD AND CONTINUING ANOTHER 208.69 FEET FOR A TOTAL DISTANCE OF 238.72 FEET TO A FOUND #5 REBAR BEING A COMMON CORNER WITH THAT BETHEL PILGRIM HOLINESS CHURCH TRACT AS DESCRIBED IN DEED BOOK 284, PAGE 78, CCR;

THENCE N 73°38'33" W A DISTANCE OF 218.26 FEET TO A CALCULATED POINT AT THE INTERSECTION OF THE EXISTING CITY LIMIT LINE OF THE CITY OF KANNAPOLIS AND THE SOUTHERLY LINE OF THAT C.W. MCHARGUE TRACT AS DESCRIBED IN DEED BOOK 646, PAGE 43, CCR, AND DEED BOOK 12847, PAGE 338, CCR;

THENCE WITH THE EXISTING CITY LIMIT LINE OF THE CITY OF KANNAPOLIS THE FOLLOWING TWO (2) COURSES:

1. N 28°24'50" W A DISTANCE OF 173.50 FEET TO A CALCULATED POINT;
2. N 25°55'02" W A DISTANCE OF 16.08 FEET TO A CALCULATED POINT AT THE INTERSECTION OF THE EXISTING CITY LIMIT LINE OF THE CITY OF KANNAPOLIS AND THE EASTERLY LINE OF THAT CORA M. LAWS ESTATE TRACT AS DESCRIBED IN ESTATE FILE 89-E-151 AND DEED BOOK 733, PAGE 342, CCR;

THENCE WITH SAID CORA M. LAWS ESTATE TRACT THE FOLLOWING THREE (3) COURSES:

1. N 31°06'23" E A DISTANCE OF 205.43 FEET TO A FOUND AXLE;
2. N 71°59'17" W A DISTANCE OF 130.82 FEET TO A FOUND ½" IRON PIPE
3. S 31°00'02" W A DISTANCE OF 91.46 FEET TO A CALCULATED POINT ON THE EXISTING CITY LIMIT LINE OF THE CITY OF KANNAPOLIS

THENCE WITH THE EXISTING CITY LIMIT LINE OF THE CITY OF KANNAPOLIS THE FOLLOWING TEN (10) COURSES:

1. N 25°48'00" W A DISTANCE OF 27.44 FEET TO A CALCULATED POINT;
2. N 29°14'42" W A DISTANCE OF 122.67 FEET TO A CALCULATED POINT;
3. N 27°45'52" W A DISTANCE OF 108.18 FEET TO A CALCULATED POINT;
4. N 22°34'21" W A DISTANCE OF 4.26 FEET TO A CALCULATED POINT;
5. N 11°53'06" W A DISTANCE OF 54.42 FEET TO A CALCULATED POINT;
6. N 06°30'47" W A DISTANCE OF 19.71 FEET TO A CALCULATED POINT;
7. N 03°25'22" W A DISTANCE OF 34.87 FEET TO A CALCULATED POINT;
8. N 04°52'44" W A DISTANCE OF 33.62 FEET TO A CALCULATED POINT;
9. N 02°25'38" W A DISTANCE OF CALCULATED 65.70 FEET TO A POINT;
10. N 01°05'16" W A DISTANCE OF 30.44 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING CITY LIMIT LINE OF THE CITY OF KANNAPOLIS AND THE WESTERLY LINE OF SAID C.W. MCHARGUE TRACT;

THENCE WITH THE WESTERLY LINE OF SAID C.W. MCHARGUE TRACT N 33°03'15" E A DISTANCE OF 672.40 TO A FOUND ¾" IRON PIPE;

THENCE S 78°12'41" E A DISTANCE OF 742.97 FEET TO A FOUND #5 REBAR, A COMMON CORNER WITH THAT BENJAMIN TODD GRAHAM TRACT AS DESCRIBED IN DEED BOOK 6731, PAGE 311, CCR, AS BEING LOT 68 - MAP BOOK 37, PAGE 23;

THENCE N 00°20'40" W, PASSING THROUGH A FOUND #5 REBAR AT 18.73 FEET AND CONTINUING ANOTHER 785.62 FEET FOR A TOTAL DISTANCE OF 804.27 FEET TO THE POINT OF BEGINNING.; CONTAINING 2,202,764 SQUARE FEET OR 50.569 ACRES ACCORDING TO THAT MAP TITLED "VOLUNTARY ANNEXATION MAP FOR: 3397 CAMP JULIA ROAD" PREPARED BY THE SURVEY COMPANY, INC., DATED JANUARY 02, 2025 AND SIGNED AND SEALED BY CHARLES S. LOGUE, PLS L-4212 TO WHICH REFERENCE IS HEREBY MADE.

**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX
A-2025-01 – 3397 CAMP JULIA ROAD**

WHEREAS, City Council may initiate annexation of contiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

WHEREAS, N.C.G.S Chapter 160A-31 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex;

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

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-31 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 10th day of February 2025.

ATTEST:


Pam Scaggs, NCCM
City Clerk


Milton D. Hinnant, Mayor
City of Kannapolis



Kannapolis
Agenda Staff Report
February 10, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION: A-2025-02** - Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to Annex; and Fix the Date of a Public Hearing on approximately 0.38 +/- acres of property located at 9172 Davidson Highway. (Cabarrus County Parcel # 46823091760000) **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, February 24, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant and property owner, Sustar/Little, LLC (Patrick Sustar), has submitted an application for voluntary annexation of an approximately 0.38 +/- acres portion of an existing 4.11 +/- acres property located at 9172 Davidson Highway. The property is further identified as Cabarrus County Parcel Identification Number 46823091760000 and is currently located in an unincorporated area of Cabarrus County. The applicant is requesting annexation to allow development of a self-service storage facility. The applicant owns the adjacent properties immediately east of the subject property. Their request is to annex a portion of this property, but not to include the existing veterinarian office at this site.

Fiscal Implications

None

Alternate Courses of Action

1. Motion to approve the Resolution Directing the Clerk to Investigate the Intent to Annex under Chapter 160A-58 *et seq.*, and to Certify the Sufficiency of the Petition (Recommended); and
2. Motion to approve the Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, February 24, 2025, on question of annexation (Recommended).
3. Take no action
4. Table actions to a future meeting.

Attachments

1. UPDATED Non-Contiguous Annexation Petition - 9172 Davidson HWY
2. Certificate of Sufficiency
3. Vicinity Color A-2025-02 Updated
4. Black and White A-2025-02 Updated 2
5. 2025-13 Resolution of Intent to Annex and Fix Date of Public Hearing A-2025-02 9172 Davidson Hwy
6. 2025-12 - Resolution Directing Clerk to Investigate Intent to Annex A-2025-02 9172 Davidson Hwy



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

So that we may efficiently review your request in a timely manner, it is important that all required documents are submitted with your application. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 9172 Davidson Hwy. Concord, NC 28027
 Applicant: Sustar/Little LLC
 Address: PO Box 6600 City: Concord State: NC Zip: 28027
 Contact number: (980) 521-0811 Email: psustar1@outlook.com

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov
- ☒ Annexation Checklist and Application – Complete with all required property owner signatures
- ☒ Stamped, signed black and white 18 x 24" survey of subject property prepared by a registered engineer or surveyor (not preliminary)
- ☒ Metes and Bounds description of subject property

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

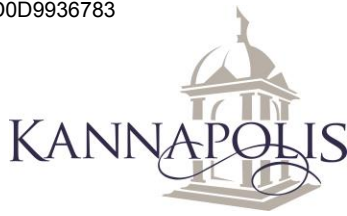
First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

Second meeting: City Council will review the petition and either approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

By signing below, I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if incomplete.

Signed by: Patrick Sustar Date: 1/24/2025
 Applicant's Signature: 07C3D3E75F3446F...



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 1/24/2025

To the City Council of the City of Kannapolis, North Carolina:

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 9172 Davidson Hwy. Concord, NC, further identified as Cabarrus County Parcel Identification Number 4682-30-9176, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 0.38 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and Metes and Bounds Description

3. This petition is signed by all property owners of the area to be annexed.
4. ☒ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☒ sewer ☒; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.
5. Please check ONE box below:
☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.
☒ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1. <u>Patrick Sustar</u>	<u>PO Box 6600, Concord, NC 28027</u>	<u>Patrick Sustar</u> Signed by: 07C3D3E75F3446F...
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.*

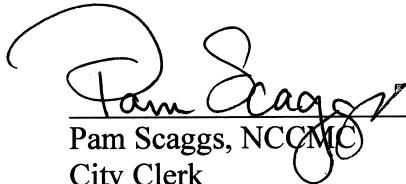
CERTIFICATE OF SUFFICIENCY
A-2025-02

To City Council of the City of Kannapolis, North Carolina.

I, Pam Scaggs, City Clerk, do hereby certify that pursuant to NCGS Chapter 160A-58 *et seq.*, I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein.

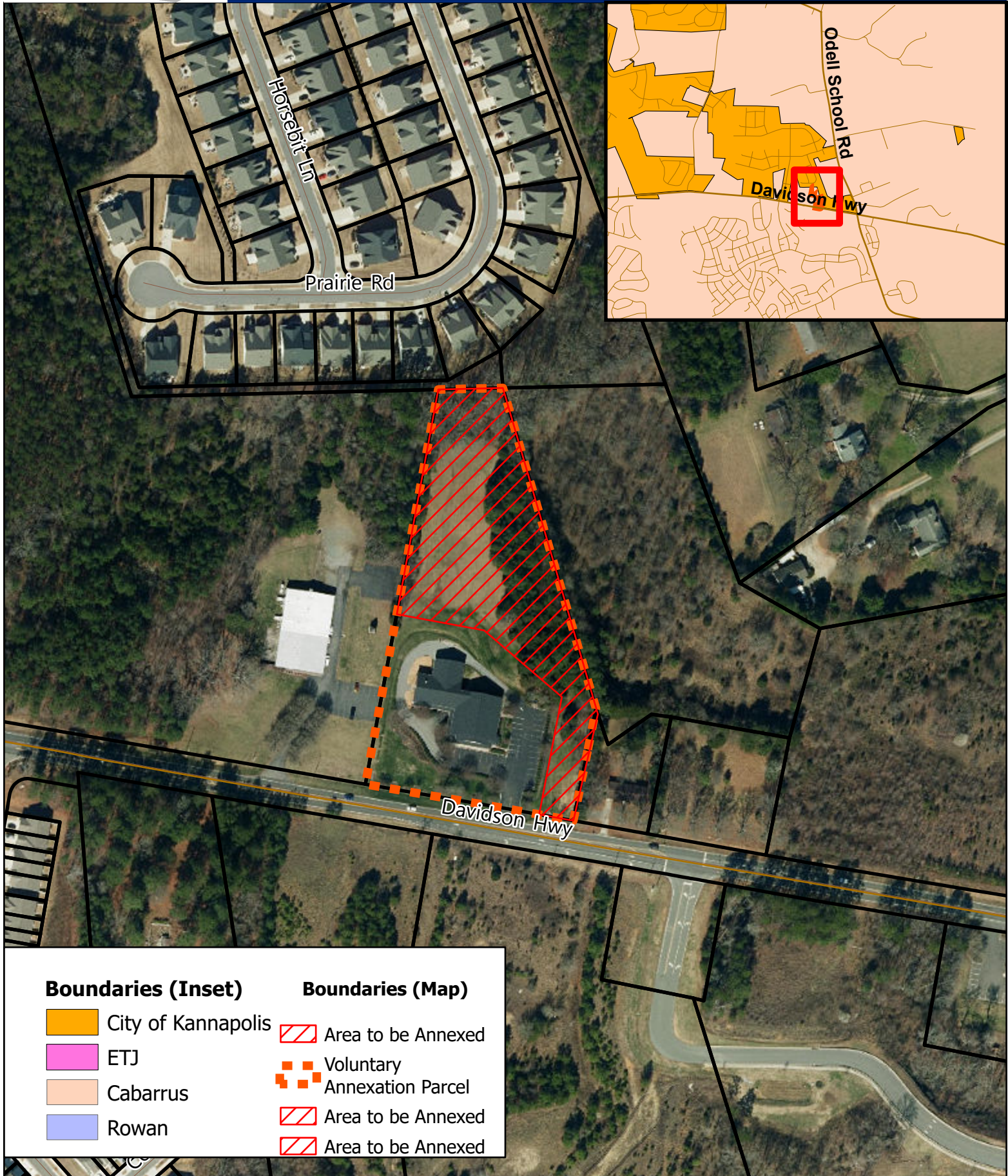
In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 5th day of February 2025.

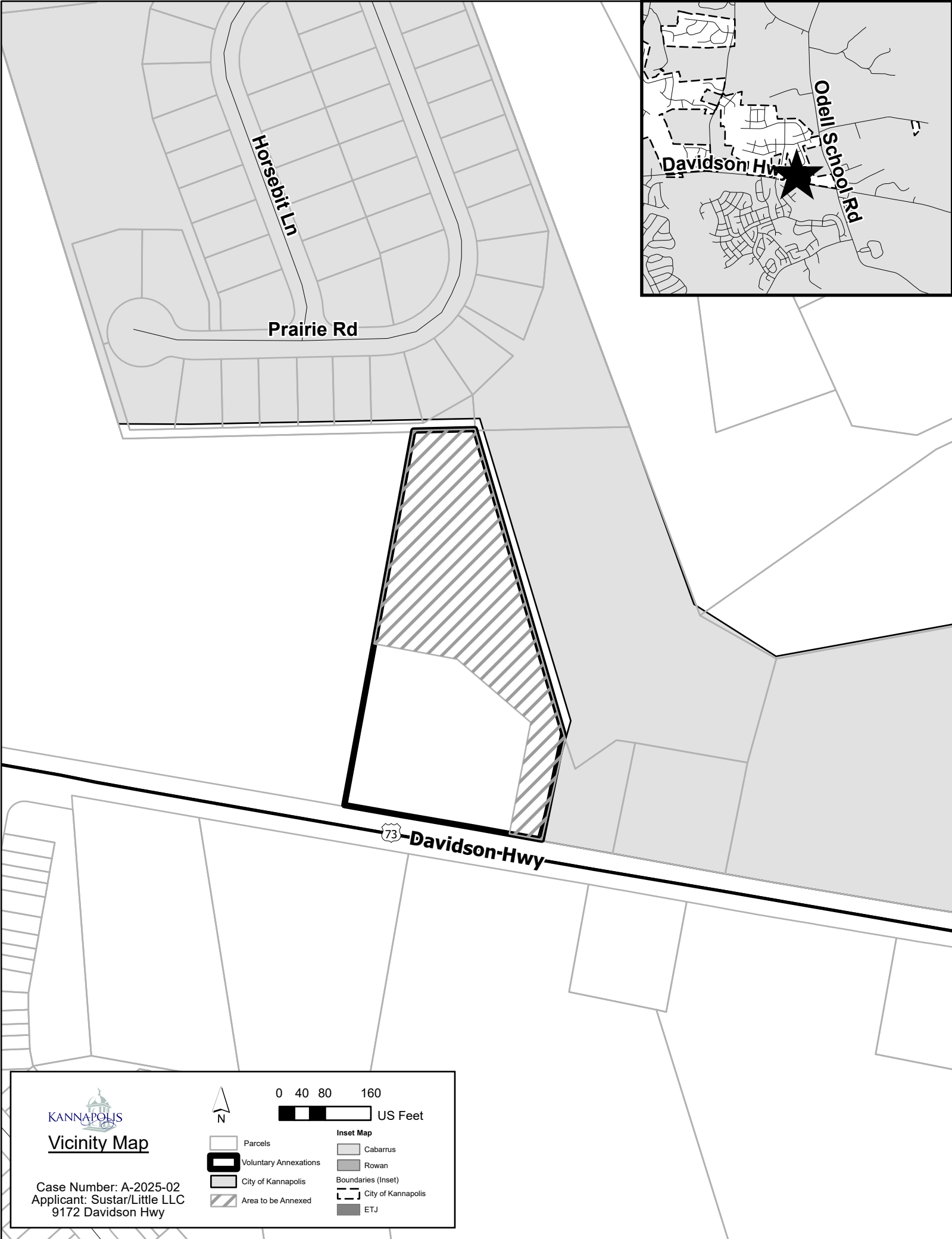



Pam Scaggs, NCCMC
City Clerk

Vicinity Map

Case Number: A-2025-02
Applicant: Sustar/Little LLC
9172 Davidson Hwy





Vicinity Map

Case Number: A-2025-02
Applicant: Sustar/Little LLC
9172 Davidson Hwy



0 40 80 160

 US Feet

Inset Map

-  Parcels
-  Voluntary Annexations
-  City of Kannapolis
-  Area to be Annexed

-  Cabarrus
-  Rowan
-  Boundaries (Inset)
-  City of Kannapolis
-  ETJ

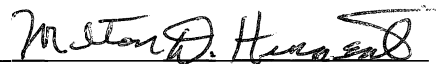
RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION
A-2025-02 – 9172 DAVIDSON HIGHWAY

WHEREAS, pursuant to N.C.G.S Chapter 160A-58 *et seq.*, the City Council may initiate annexation of real property noncontiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 24th day of February 2025.
- Section 2. The area proposed for annexation is described as follows:
See attached Metes and Bounds Description and Annexation Survey.
- Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, February 13th and Thursday, February 20, 2025

ADOPTED this the 10th day of February 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, NCCMC
City Clerk

#9172 Davidson Highway
Cabarrus County, NC

Parcel # 4682-30-9176-0000

Area of Annexation

BEGINNING at a Rebar along the Northern Right-of-Way margin of Davidson Highway (Highway 73, Variable Width Public R/W per Plat Book 87, Page 99), being the common front property corner of Rocky River Enterprises LLC, Parcel #4682-30-6300-0000 (Deed Book 2324 Page 112), and Sustar/Little LLC, Parcel # 4682-30-9176-0000 (Deed Book 1608 Page 161) Cabarrus County Register of Deeds;

Thence, N 09°44'59" E, 668.39' to a Rebar, being a common property corner of aforesaid parcels and Common Open Space of Wellington Chase Homeowners Association, Parcel # 4682-31-3190-0000, (Plat Book 70 Page 39, Deed Book 13888 Page 287), and being a point in the Jurisdiction Line of Cabarrus County and the City of Kannapolis;

Thence N 88°46'49" E, 107.35' to a Rebar, being a common property corner of aforesaid parcels and Sustar/Little LLC, Parcel # 4682-40-2324-0000 (Deed Book 10291 Page 179), and being the **Point of BEGINNING**;

Thence the following Four (4) courses:

- 1) S 16°25'39" E, 262.60' to a Rebar;
- 2) S 88°46'25" W, 99.33' to a Rebar;
- 3) N 01°13'35" W, 253.41' to Rebar;
- 4) N 88°46'49" E, 30.47' to the **Point of BEGINNING**;

Having an area of 16,446 SF, 0.38 Acres as surveyed by Metrolina Land Surveying, LLC, dated 12/23/24.

OWNER CERTIFICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF KANSAS, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAN AS STREETS, WALKS, PARKS, OPEN SPACE AND UTILITIES. I SPECIFICALLY REQUEST THAT THE CITY OF KANSAS, AND THAT I WILL CONSENT TO SUCH PROSPECTED CHANGES TO MY PLANS, AND THAT I WILL FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER A CERTIFICATE OF APPROVAL HAS BEEN EXECUTE BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS, WHICHEVER OCCURS LAST.

OWNER(S) _____ DATE _____

REVIEW OFFICER BLOCK

I, _____, REVIEW OFFICER OF THE COUNTY OF CABARRUS, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____

REVIEW OFFICER _____

LINE	BEARING	EASEMENT LINE TABLE	DISTANCE
EL1	N 10°32'21" E		137.23'
EL2	N 10°17'53" E		214.21'
EL3	N 20°14'28" W		122.50'
EL4	N 88°46'25" E		12.07'
EL5	N 88°46'25" E		9.08'
EL6	S 20°14'06" E		116.46'
EL7	S 10°16'37" W		233.35'
EL8	S 10°32'31" W		117.19'
EL9	N 80°03'58" W		10.01'
EL10	N 80°03'58" W		9.99'

GPS SURVEY
"I, CHRISTO
UNDER MY
MY SUPERV
PERFORM T

1. CLASS OF SURVEY: A
2. POSITIONAL ACCURACY: <0.7-50 PPM
3. TYPE OF GPS FIELD PROCEDURE: GNSS RTK NETWORK (NCRVS)
4. DATES OF SURVEY: 7/09/24
5. DATUM/EPOCH: NAD 83/(2011)
6. PUBLISHED/FIXED CONTROL USE: RTK NETWORK
7. GEOID MODEL USED: GEOID 18
8. COMBINED GRID FACTORS: 0.99984840
9. UNITS: US SURVEY FEET

PURPOSE STATEMENT:

THE PURPOSE OF THIS PLAT IS TO RECONFIGURE THE PARCELS AS LISTED
 LOW. NO OTHER CHANGES WERE MADE. THIS PLAT SUPERSEDES, LOTS 2 &
 PREVIOUSLY RECORDED PLAT BOOK 8, PAGE 7 FOUND IN THE CABARRUS
 COUNTY REGISTRY.

RECOMBINATION PLAT

AT PROPERTY KNOWN AS

9172 DAVIDSON HIGHWAY
HARRY G. HARTSELL SUBDIVISION

PB 8 PG 7, DB 1608 PG 161; DB 10291 PG 179
PARCEL # 4682-30-9176-0000, 4681-49-2903-0000,
4681-49-3973-0000, 4682-40-2324-0000
CABARRUS COUNTY, NC

METR•LINA

LAND SURVEYING, INC.

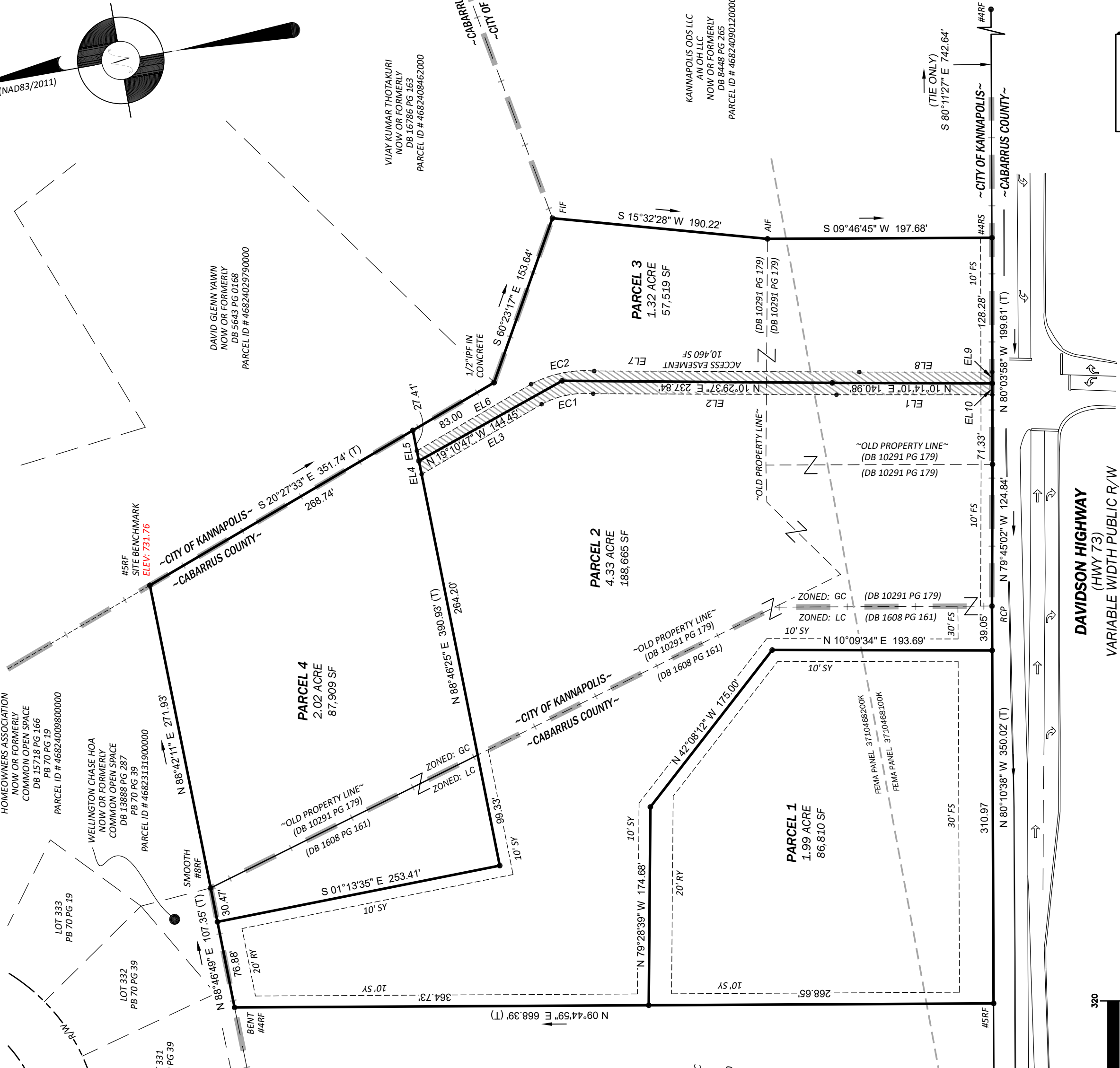
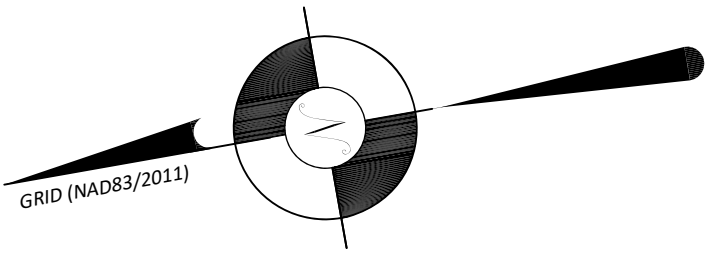
SURVEYING • MAPPING • PLANNING

8521 GROWN CRESCENT CT.
CHARLOTTE, NC 28227

P (704) 741-1700
C (980) 721-2353
NC #C-4584 & SC #C-6106

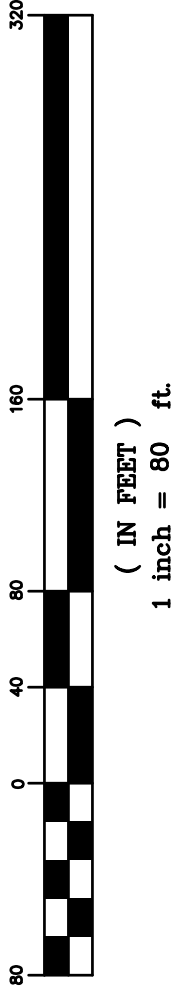
Job No.	071-24-004		
Date	10/15/24		
Proj. Mgr.	DCC		
Drawn	ERG		
Checked	CDF		
Sheet			1

EASEMENT CURVE TABLE						
	CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
	EC1	46.88'	82.11'	32°42'42"	N 01°27'55" W	46.24'
	EC2	57.46'	102.11'	32°14'44"	S 01°41'54" E	56.71'



DAVIDSON HIGHWAY

(PWT 10)
/VARIABLE WIDTH PUBLIC R/W
per PB 87 PG 99



GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft

SITE NOTES

BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED GC
(GENERAL COMMERCIAL), CITY OF KANNAPOLIS;
BUILDING SETBACK REQUIREMENTS (MINIMUM) ZONED LC
(LIMITED COMMERCIAL), CABARRUS COUNTY;

FRONT:	10 FEET	FRONT:	30' FEET
SIDE YARD:	NONE	SIDE YARD:	10'
REAR YARD:	NONE	REAR YARD:	20'
LOT AREA:	NONE	LOT AREA:	10,000
LOT WIDTH:	50' FEET	LOT WIDTH:	50' FEET
BUILDING HEIGHT (MAX.):	48 FEET	BUILDING HEIGHT (MAX.):	40' FEET
DENSITY (MAX.):	18 UNITS PER ACRE	IMPERVIOUS RATIO (MAX.):	75%

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**NORTH CAROLINA
 ONE-CALL CENTER IN
 DIAL 811 or 1-800-632-4949
 2 BUSINESS DAYS BEFORE DIG**
www.ncocc.org



"I, CHRISTOPHER D. FAULK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1608, PAGE 361); THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 30,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15th DAY OF OCTOBER, A.D., 2024.

~~"PRELIMINARY PLAT NOT FOR
RECORDATION, CONVEYANCES,~~

PROFESSIONAL LAND SURVEYOR L-5013

Copyright © 2021 Metrolina Land Surveying, Inc. This plat or drawing and any accompanying documents are the property of Metrolina Land Surveying, Inc., and are intended solely for the use of the recipient noted. Third party use or modification is not permitted without written authorization.

**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX
A-2025-02 – 9172 DAVIDSON HIGHWAY**

WHEREAS, City Council may initiate annexation of noncontiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

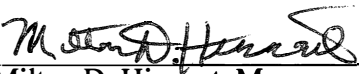
WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex;

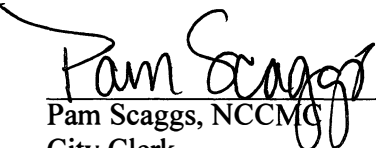
NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Kannapolis, North Carolina that:

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-58 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 10th day of February 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, NCCMC
City Clerk



To: Mayor and City Council
From: Brian Roberts, Finance Director, Tina Cline, Assistant City Manager
Subject: **POLICY - ARP/CSLFRF Nondiscrimination Policy APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve the American Rescue Plan Act / Coronavirus Local Fiscal Recovery Fund (ARP/CSLFRF) Nondiscrimination Policy

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”). As a recipient of ARP Act funds, the City of Kannapolis is required to comply with federal laws, as required by both statute and CSLRF regulations to help ensure that recipients do not use federal money for discriminatory purposes.

CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

Pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the City of Kannapolis must agree to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and

services provided or made available by state and local governments or instrumentalities or agencies thereto.

In applying the above regulations, the City of Kannapolis must establish its own specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

Upon review of the City's policies and procedures, it's been identified that the City did not have a nondiscrimination policy that meets the terms and conditions of the ARPA/CSLFRF award. The attached policy ensures the City is compliant with this requirement.

The policy will be made available on the City's web page and posted in the workplace. The City may also publish the policy in its communications or in public newspapers.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to approve the ARP/CSLFRF Nondiscrimination Policy (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. Nondiscrimination Policy - ARPA

Nondiscrimination Policy Statement

It is the policy of the CITY OF KANNAPOLIS to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the CITY OF KANNAPOLIS, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the CITY OF KANNAPOLIS received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF [Award Terms and Conditions](#), the CITY OF KANNAPOLIS shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹ 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the CITY OF KANNAPOLIS shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The CITY OF KANNAPOLIS shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The CITY OF KANNAPOLIS shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The CITY OF KANNAPOLIS shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The CITY OF KANNAPOLIS shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the CITY OF KANNAPOLIS in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Daniel Jenkins
Non-Discrimination Coordinator
401 Laureate Way
Kannapolis, NC 28081
Phone Number: (704) 920-4312
E-mail Address: DJenkins@kannapolisnc.gov



To: Mayor and City Council
From: Brian Roberts, Finance Director, Tina Cline, Assistant City Manager
Subject: **POLICY - ARP/CSLFRF Conflict of Interest Policy APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve the ARP/CSLFRF Conflict of Interest Policy

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

As a recipient of ARP Act funds, the City of Kannapolis is required to comply with 2 C.F.R. § 200.318(c), which requires non-Federal entities to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees in the selection, award, and administration of contracts.

Upon review of the City’s policies and procedures, it’s been identified that the City did not have a Conflict of Interest policy that meets the terms and conditions of the ARP/CSLFRF award. The attached policy ensures the City is compliant with this requirement.

The Conflict of Interest policy establishes conflict of interest standards that (1) apply when City of Kannapolis enters into a contract or makes a subaward and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).

The policy is applicable when the City of Kannapolis enters into a contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies.

The Conflict of Interest policy appoints the City Attorney as the primary contact with primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest. The Deputy City Manager is named as the secondary contact.

The policy will be made available on the City’s web page and posted in the workplace. The City may also publish the policy in its communications or in public newspapers.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to approve the ARP/CSLFRF Conflict of Interest Policy (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. Conflict of Interest Policy - ARPA FINAL

CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF CITY OF KANNAPOLIS
SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

* * * * *

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when City of Kannapolis (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission

directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. “*Governing Board*” means the City Council of the Unit.
- i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. The CITY ATTORNEY, an employee of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the CITY ATTORNEY is unable to serve in such capacity, the Deputy City Manager shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

- iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 - 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
 - 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- ii. Identification and Management of Conflicts of Interest.
 - 1. Duty to Disclose and Disclosure Forms
 - a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward

has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the City Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in

writing document a justification supporting such rejection.

- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the City Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. **Oversight of Subrecipient's Conflict of Interest Standards**

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has

adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. **Gift Standards**

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. **Violations of Policy**

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; or (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * *

Adopted this the [____] day of [_____].

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). - o Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The CITY OF KANNAPOLIS (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the CITY ATTORNEY as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the City Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <u>Name of Counterparty</u> <u>Subject of Contract:</u> 	
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The CITY OF KANNAPOLIS (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the CITY ATTORNEY as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The CITY OF KANNAPOLIS (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the CITY ATTORNEY as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the City Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <u>Name of Counterparty</u> <u>Subject of Subaward:</u> 	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The CITY OF KANNAPOLIS (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the CITY ATTORNEY as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

* * * * *



Kannapolis
Agenda Staff Report
February 10, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - January 27, 2025 City Council Minutes **APPROVED UNANIMOUS**

Recommended Action Requested by City Council

Motion to approve January 27, 2025 Business Meeting Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fiscal Implications

Alternate Courses of Action

Attachments

1. 2025.01.27 Business Meeting Minutes

**CITY OF KANNAPOLIS
COUNCIL MEETING MINUTES
January 27, 2025**

A meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, January 27, 2025, at 6:00 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault
Doug Wilson
Jeanne Dixon
Dianne Berry
Darrell Jackson
Tom Kincaid
Doug Wilson

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Attorney: Walter M. Safrit

Staff Present:	Kirk Beard	Annette Privette-Keller
	Brian Roberts	Daniel Jenkins
	Alex Anderson	Irene Wong
	Richard Smith	Wilmer Melton
	Gary Mills	Gerald Faulkner
	Tina Cline	Sherry Gordan
	Terry Spry	

Visitors Present:	Joe Hatley	Josh Teague
	Claudia Teague	Mary Comer
	Sopia Wilkenson	Tonda Childers
	Yolanda Cooke	Kenneth Wortman
	Pam Smith	John Floyd
	Philip Smith	Zach Ducey
	Naomi Hatchell	Phil Goodman
	Mark Spitzer	Antonine Peek
	Greg Lambert	Pam Lambert
	Nanette Peek	

CALL TO ORDER AND WELCOME

Mayor Hinnant called the meeting to order and welcomed all in attendance. He spoke about a 7-year-old child who was tragically killed in the community earlier in the week and commended the police and fire departments for their ability to face such difficult realities. Mayor Hinnant led a moment of silent prayer, followed by Councilmember Dixon offering the Pledge of Allegiance.

1
2 **ADOPTION OF AGENDA**

3 Mayor Hinnant asked for a motion regarding the Agenda. Councilmember Wilson made the motion to
4 approve, second by Councilmember Dayvault and the motion was unanimously approved.
5

6 **Police Officers Ceremonial Swearing in of new officers (Terry Spry, Chief of Police)**

7 Chief Spry formally introduced two of the City's newest police officers who recently completed Basic Law
8 Enforcement Training (BLET). He stated that the course includes over 700 hours of training, covering a
9 variety of law enforcement topics and a comprehensive state exam on all topic areas at the conclusion of
10 the course. Chief Spry added that the officers are currently completing a 21-week Field Training Program.
11 City Clerk Pam Scaggs ceremonially provided the Oath of Office to Russell Dailey and Casey Stephens.
12

13 **CONSENT AGENDA**

14 Mayor Hinnant asked for a motion regarding the Consent Agenda. Councilmember Jackson made the
15 motion to approve, second by Councilmember Dixon and the motion was unanimously approved.
16

17 **BUSINESS AGENDA**

18 **Public Hearing & Resolution for Development Agreement DA-2025-01 with SH Irish Creek Club,**
19 **LLC and Shea Homes Carolina, LLC. (Richard Smith, Director of Planning)**

20 Planning Director, Richard Smith, provided a presentation regarding a Development Agreement between
21 the City of Kannapolis and developers SH Irish Creek Club, LLC and Shea Homes Carolina, LLC. Mr.
22 Smith stated that the properties are located within the City of Kannapolis as well as the Town of Landis
23 ("Landis") and will require approval by both municipalities. He added that a previous development proposal
24 for the same properties included approximately 1,000 homes, but that the current proposal covers
25 approximately 758 acres with just under 600 acres located in Kannapolis for 576 homes. Mr. Smith noted
26 that wastewater will be provided in conjunction with Landis. He provided a quick overview of the various
27 lot sizes, reminded the Council of the actions requested by them and made himself available for questions.
28

29 Councilmember Jackson inquired if the City will be billing for the sewer utility of if that will be
30 responsibility of the Town of Landis Mr. Smith responded that billing will be handled through the City, but
31 the City will purchase sewer services through Landis via Salisbury. He then deferred to the Director of
32 Water Resources, Alex Anderson, for further clarification. Mr. Anderson stated that the next agenda item,
33 the Reciprocal Agreement with the Landis, will clarify the partnership with Landis in which the City's
34 sewer will discharge into their gravity system through their existing contract with SRU (Salisbury-Rowan
35 Utilities).
36

37 There being no additional questions or comments from the Council, Mayor Hinnant opened the Public
38 Hearing at 6:16 PM, which was then closed with no public comment being made.

39 Mayor Hinnant asked for a motion regarding adoption of the Resolution approving the Ordinance for the
40 Development Agreement. Councilmember Dayvault made the motion to approve, second by
41 Councilmember Wilson, and the motion was unanimously approved.
42

43 **Reciprocal Agreement with the Town of Landis related to water and sewer service delivery (Alex**
44 **Anderson, Director of Water Resources)**

45 Director of Water Resources, Alex Anderson, stated that the Reciprocal Agreement with Landis will clarify
46 and streamline the relationship between the City and Landis. He mentioned that there are currently two
47 agreements in place with Landis: the Treated Water Purchase Agreement and the Treated Wastewater
48 Purchase Agreement. These agreements will be amended into one agreement to clarify water and sewer
49 rates and connection standards, stating that any service provided by Landis will be billed by Landis and any
50 service provided by Kannapolis will be billed by Kannapolis. The agreement will also lay out the operation
51 and maintenance requirements for some of the joint assets in the Irish Creek subdivision.

1
2 Mr. Anderson further stated that a new regional sewer lift station will be developed to pump to the Landis
3 system for treatment in Salisbury. The lift station will be jointly owned by the City of Kannapolis and
4 Landis, each holding a 50% stake. The agreement stipulates funding, repair and maintenance costs, and
5 day-to-day operations. It also includes provisions for leasing storage, ensuring sufficient elevated and
6 ground-level storage. To facilitate the development agreement, leasing to Landis will be necessary.

7
8 Councilmember Wilson asked about the location of the lift station. Mr. Anderson responded that it will be
9 close to Cannon Farm Road near the lake but far enough to meet minimum buffer requirements. He added
10 that there will be safeguards in place to protect the lake.

11
12 Councilmember Kincaid asked if the new lift station will support additional sewer allocation. Mr. Anderson
13 responded that it could allow for new development but cautioned that as the basin expands, development
14 would be slow due to overall wastewater treatment constraints.

15
16 Mayor Hinnant asked for clarification that since the proposed agreement provides for sewer treatment from
17 Landis through Salisbury, it is not included in the sewer treatment from WSACC [Water & Sewer Authority
18 of Cabarrus County]. Mr. Anderson confirmed this.

19
20 Councilmember Jackson asked if the rates will be same as the current City rates. Mr. Anderson responded
21 that City customers will pay standard rates, but Salisbury treatment rates are slightly higher than WSACC
22 rates.

23
24 There being no additional questions or comments, Mayor Hinnant asked for a motion regarding the
25 Resolution approving the Reciprocal Agreement with Landis. Councilmember Jackson made a motion to
26 approve the Resolution, second by Councilmember Kincaid, and the motion was unanimously approved.

27
28 **Public Hearing & Resolution for Development Agreement DA-2025-02 with WP Group Acquisitions,**
29 **LLC. – Accent Millstone Village (Richard Smith, Director of Planning)**

30 Mr. Smith provided a presentation regarding a Development Agreement between the City and WP Group
31 Acquisitions, LLC., stating that the property is located along North Main Street and Laureate Way. He
32 directed the Council's attention to the site plan, noting that the developer is proposing a 310-unit multi-
33 family apartment community with amenities. He reminded the Council of the actions requested by them
34 and made himself available for questions.

35
36 Councilmember Dixon asked if the apartments would be rental and what the rates would be. Mr. Smith
37 responded that the units will be for rent and estimated that the rates would align with the current market
38 rates.

39
40 Mayor Hinnant commented that according to the site plan, parking will be shielded by units, which is similar
41 to other multi-family developments located along Main Street in the downtown area.

42
43 There being no additional questions or comments from the Council, Mayor Hinnant opened the Public
44 Hearing at 6:24 PM, which was then closed with no public comment being made.

45
46 Mayor Hinnant asked for a motion regarding adoption of the Resolution approving the Ordinance for the
47 Development Agreement. Councilmember Dixon made the motion to approve, second by Councilmember
48 Kincaid and the motion was approved 6-1 with Councilmember Dayvault casting the dissenting vote.

49
50 **Public Hearing & Resolution for the sale of City owned property located at 6106 Old Macedonia**
51 **Court – Scooters Coffee (Irene Wong, Director of Economic and Community Development)**

1 Director of Economic and Community Development, Irene Wong, stated that 1.5 +/- acres of City-owned
2 property located at 6106 Old Macedonia Court is for sale and is located within the Gateway Business Park
3 off Kannapolis Parkway. Ms. Wong reminded the Council that in April of the previous year, they approved
4 a Purchase Agreement to sell the property for \$535,000.00, but the buyer terminated the agreement during
5 the due diligence period. Subsequently, the City received an offer to purchase the property for \$460,000.00,
6 with the proposal to establish a Scooter's Coffee franchise, which has 800 locations across the United States.

7
8 Ms. Wong stated that the Purchase Agreement allows for a 180-day inspection period with two 30-day
9 extension options, and that closing would not occur until Fall of 2025. She noted that one of the challenges
10 of selling the property has been the difficulty of accessing water and sewer utilities that are located across
11 Highway 73 (Davidson Highway) and increases development funds. Ms. Wong added that since the
12 business park was funded with a CDBG Section 108 loan, 81.4% of the proceeds from the sale of the
13 property will need to go back to the City's CDBG account as program income, which can then be used for
14 CDBG-eligible projects. Ms. Wong added that 18.6% of the proceeds will go back to the City's General
15 Fund, based on the original investment into the business park from CDBG funds and General Funds.

16
17 There being no additional questions or comments from the Council, Mayor Hinnant opened the Public
18 Hearing at 6:28, which was then closed with no public comment being made.

19
20 Mayor Hinnant asked for a motion regarding adoption of the Resolution approving the sale of property
21 located at 6106 Old Macedonia Court. Councilmember Berry made the motion to approve, second by
22 Councilmember Dayvault and the motion was unanimously approved.

23
24 **Budget Ordinance Amendment #25-28 Reappropriating the Jiggy Festival funds to City Council**
25 **Contingency (Eddie Smith, Deputy City Manager)**

26 Deputy City Manager Eddie Smith talked about the history of the Jiggy Festival ("Jiggy"), stating that it is
27 the 5th iteration of what started as "Cotton Stock," a City festival celebrating Kannapolis' rich textile
28 industry history. Mr. Smith added that Jiggy was designed to attract people downtown, showcasing
29 possibilities and opportunities to both investors and residents, and it has successfully catalyzed downtown
30 activity. He mentioned that while Jiggy seemed to be a big event, it ranked 5th on a list of other events
31 sponsored by the City, which included: the Celebration of Lights, the Kannapolis Christmas parade, the
32 summer concert and movie series, events at Atrium Ballpark, and the GEM and Swanee theaters.

33
34 Mr. Smith expressed his gratitude for being able to coordinate the BBQ competition during Jiggy,
35 acknowledging that while the event is a lot of fun, it also consumes a lot of resources. He noted that January
36 is typically when he and several key staff members begin organizing for the event. Therefore, he requested
37 that the Council consider approving the staff recommendation to transfer funds allocated for Jiggy to the
38 Council Contingency line item and to allow staff the opportunity to explore other partnerships and
39 opportunities.

40
41 Several Councilmembers expressed their appreciation to Mr. Smith and his staff for their work and
42 professionalism in preparing for and executing the festival for so many years. They agreed that it is now
43 time to consider other opportunities.

44
45 Mayor Hinnant asked for a motion regarding the Ordinance for the budget amendment. Councilmember
46 Wilson made the motion to approve the Ordinance, second by Councilmember Jackson, and the motion
47 was unanimously approved.

48
49 **Amendment to the Employment Agreement between the City and Walter M. Safrit, II (Mike Legg,**
50 **City Manager)**

1 City Manager Mike Legg noted that the City's long-time Attorney, Wally Safrit, announced his retirement,
2 which will be effective August 1, 2025. Mr. Legg provided a brief background on Mr. Safrit's employment
3 with the City, stating that he has been the only City Attorney for 40 years, initially as a part-time attorney
4 via a contract with his law firm, but he transitioned to a full-time contract employee due to the workload
5 and needs of the City. In response to Mr. Safrit's retirement decision, City Council began the process of
6 searching for his replacement and reached an agreement with Andrew Kelly, who will begin working for
7 the City on February 19, 2025. The regular February 24, 2025, Council meeting will be Mr. Kelly's first
8 meeting with Council.

9
10 Mr. Legg mentioned that Mr. Safrit's last meeting as City Attorney is a significant date, and while a
11 celebration is planned for later, the contract amendment does two primary things: it acknowledges the
12 retirement date and establishes Mr. Safrit's new role to transition Mr. Kelly. The amendment also addresses
13 the pay and classification schedule, including the designation of a City Attorney Emeritus.

14
15 Mayor Hinnant highlighted Mr. Safrit's extensive contributions, noting that he has attended 940 City
16 Council meetings, 350 BOA meetings, written 394 Ordinances/Resolutions, made 35 visits to DC to ask
17 for funding, and consumed 43 pounds of Jiggy BBQ. Mayor Hinnant thanked Mr. Safrit for his
18 contributions to the community, the council, and the citizens.

19
20 Mayor Hinnant mentioned that this is Mr. Safrit's last meeting due to surgeries scheduled for next week.
21 He asked everyone to keep Mr. Safrit in their prayers for a complete recovery. He also mentioned the
22 opportunity to see Mr. Safrit after surgery, as he will be on-call to facilitate the transition to Mr. Kelly. Mr.
23 Safrit was also acknowledged for writing the original documents that created the City. Mr. Safrit received
24 a standing ovation from all in attendance.

25
26 Mayor Hinnant asked for a motion to approve the amendment to the Employee Agreement between the
27 City and Wally Safrit. Motion to approve was made by Councilmember Dixon, second by Councilmember
28 Kincaid and the motion was unanimously approved.

29 30 **CITY MANAGER REPORT**

31 Mr. Legg provided updates regarding several development projects in the City which included: the Martin
32 Luther King Jr. Avenue bridge replacement; the parking lot on Main Street; the West Avenue express
33 shuttle; relationship between the City and DKI (Downtown Kannapolis Inc.); Fishertown annexation
34 process; and City Hall renovations.

35
36 Mr. Legg noted that the next meeting agenda will include presentations on homelessness and transitional
37 housing, with a discussion on potential actions; College Station and transit operations, including findings
38 on micro transit; and the use of CDBG funds. He added that Kristin Jones' title has been changed to Budget
39 and Strategy Director.

40 41 **CITY COUNCIL COMMENTS**

42 Councilmembers Dayvault and Wilson expressed their gratitude and appreciation to Mr. Safrit for his
43 mentorship and service to the community.

44 45 **SPEAKERS FROM THE FLOOR**

46 Mark Spitzer, 2115 Golf Crest Drive, Kannapolis, expressed his disappointment that the Jiggy festival is
47 ending and expressed his gratitude toward Mr. Safrit. Mr. Spitzer read a message that he had texted Mike
48 Downs, stating his support and encouragement for the actions taken by the Cabarrus County Board of
49 Commissioners. He expressed his appreciation to Mr. Downs for his service to the community and
50 encouraged everyone to share their thoughts with the Board of Commissioners regarding the decision to
51 terminate Mr. Downs as County Manager.

1
2 Mayor Hinnant thanked Cabarrus County Board Member, Kenny Wortman, for his work at the County and
3 expressed his appreciation for Mr. Wortman's attendance at City Council meeting and his willingness to
4 listen to the community's needs.

5
6 Councilmember Dayvault made the motion to adjourn, second by Councilmember Berry and the motion
7 unanimously approved.

8
9 The meeting adjourned at 7:00 PM on Monday, January 27, 2025.

10
11
12
13
14
15
16
17
18

Pam Scaggs, NCCMC
City Clerk


Milton D. Hinnant, Mayor



Kannapolis
Agenda Staff Report
February 10, 2025

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager
Subject: **PRESENTATION** - Microtransit Discussion: What it Is, What it Isn't, and a Look at Potential Microtransit Service Models

Recommended Action Requested by City Council

None. Presentation and discussion only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Rider Transit staff will make a presentation regarding Microtransit, including background/level setting on exactly what Microtransit is, what it isn't, and how it may best be utilized in Kannapolis and across the Rider Transit system in the future. Included will be a discussion of two independent studies conducted over the past year exploring two different potential service delivery models: 1) a complete substitution for Fixed Route bus service model, and 2) a hybrid Microtransit/Bus service model). The presentation will also address the benefits, disadvantages and baseline cost (capital and operating) of each model compared to the current bus and paratransit service.

Fiscal Implications

None

Alternate Courses of Action

None. Presentation and discussion only.

Attachments

1. Exhibit E - Micro-transit presentation

KANNAPOLIS CITY COUNCIL RIDER MICROTRANSIT DISCUSSION

February 10th, 2025

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

Microtransit – What It Is

- Microtransit was first conceived as an idea to solve transit’s “First Mile/Last Mile” problem.
- With the rise of Transportation Networking Companies (TNCs) like Uber and Lyft, the idea of what Microtransit could be broadened significantly – “Transit Uber”.
- This led to additional complimentary models such as zones in areas where higher density/traditional transit services didn’t make sense/couldn’t operate.
- Most recently, Microtransit has been positioned as a standalone service option replace some traditional transit services (big empty bus syndrome).
- Microtransit is highly attractive to users – smaller, more modern vehicles, private to near private experience, often a much more direct trip than traditional transit.

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Concord Kannapolis Area Transit

Microtransit – What It Is Not

- Microtransit is not new. On Demand Public Transit has existed for decades – just not instantly on demand.
 - Transit systems have wanted to provide same day/real time service for years – but don't have the funding to be able to provide it.
- Microtransit is more efficient for passengers, but not the community – it leads to more vehicles on the road and more vehicle miles traveled than traditional mass transit options.
- Microtransit cannot, in the long run, carry more people for less money. Promises/contracts that start that way of that are built out as “***Loss leads***” and aren't sustainable.
- Where Microtransit succeeds and ridership does grow, it requires a ***significant investment*** in Operating costs to do so.

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Microtransit and Rider Transit

- Rider staff has been examining Microtransit for several years
- Numerous product demos and web meetings from a variety of companies such as Via, RideCo and Pantonium beginning in late 2019, early 2020
- Several pitched pilot/demo products, all in the area of \$50,000 for 6 months
- Lincoln Street Bridge issue provided an opportunity to start our own Microtransit pilot. Ridership started at a little less than 6 people per day, grew to 10+ people per day.

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Concord Kannapolis Area Transit

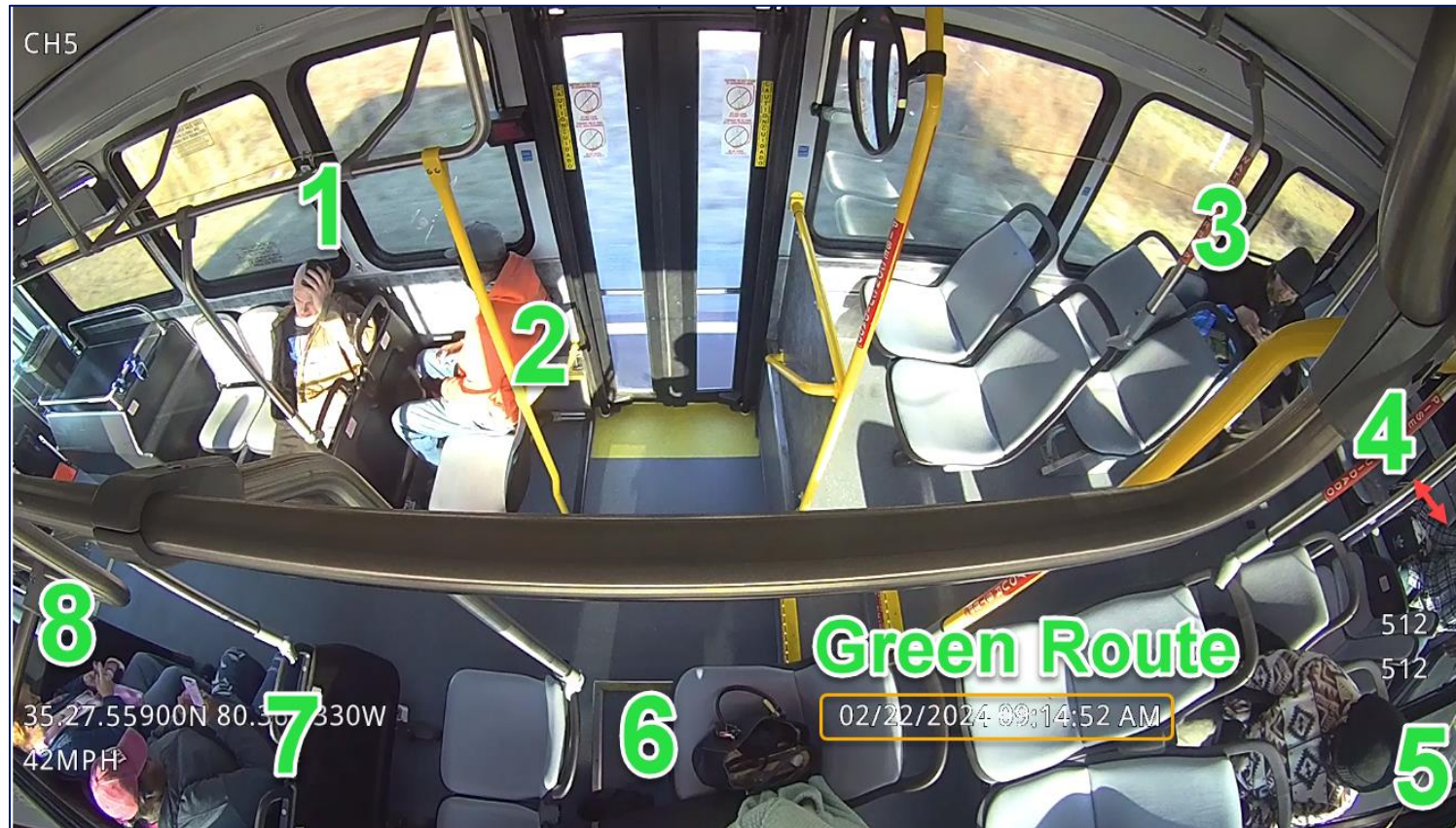
Microtransit and Rider Transit

Typical “Empty Bus”, Green Route, February 22nd, 2024
8:51am



Microtransit and Rider Transit

Green Route, February 22nd, 2024
9:15am



Microtransit and Rider Transit

Assorted Rider Fixed Route Ridership Snapshots, February 2024





Concord Kannapolis Area Transit

RideCo & Concord Kannapolis Area Transit

City Wide Microtransit Simulation Results

July 2nd, 2024

The Pillars of Microtransit

In the full system microtransit deployment we are prioritizing system **COVERAGE** and system **CONVENIENCE** levels.

As a result there's a cost associated with this.



Coverage

Geographic Span

Hours of Operation

Demographics



Convenience

Wait-Times & On-Board Times

Reliability

Walking Distance



Cost

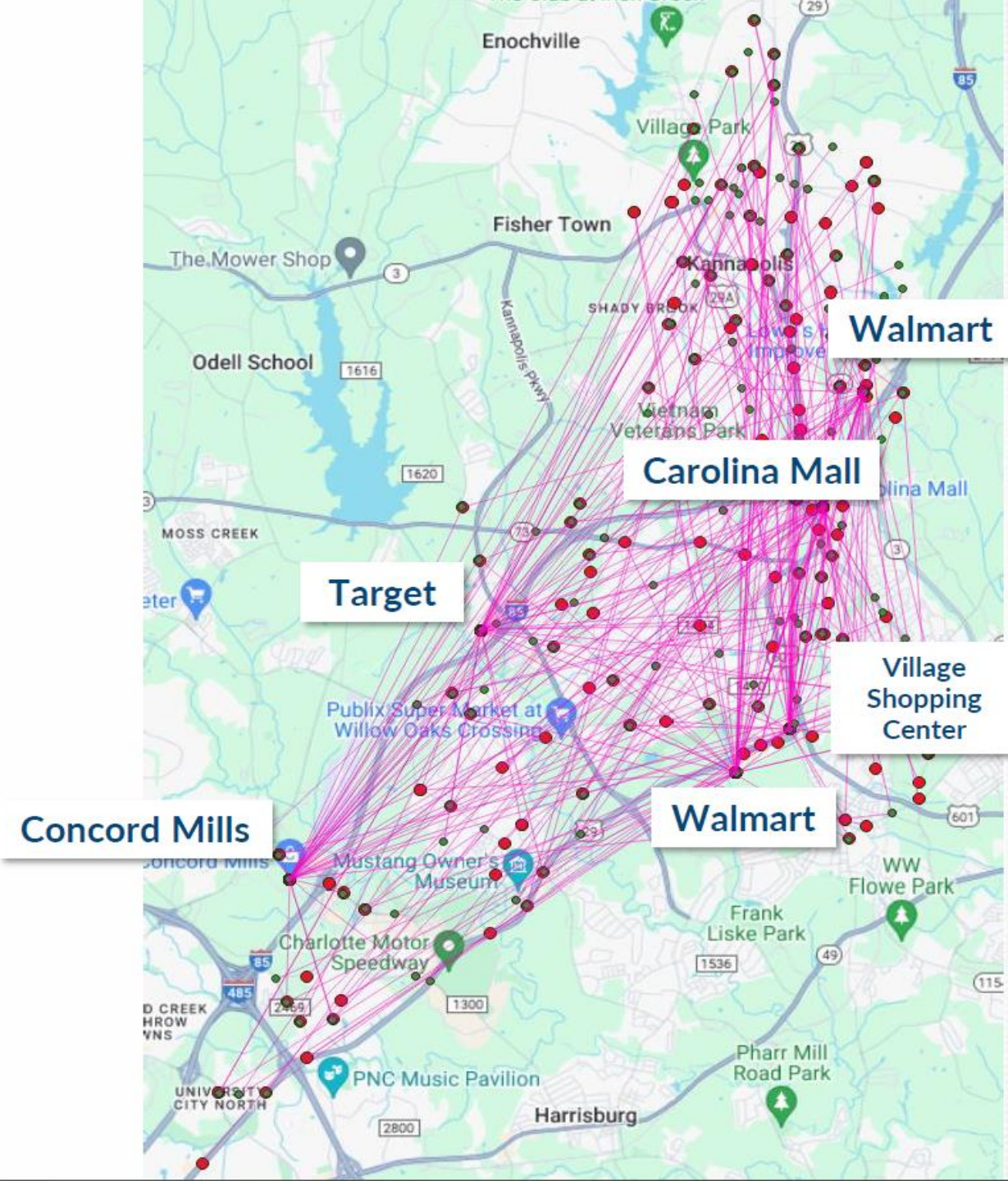
Vehicle Count

Cost Per Ride

Operations Model

OD Pairs – Full Zone

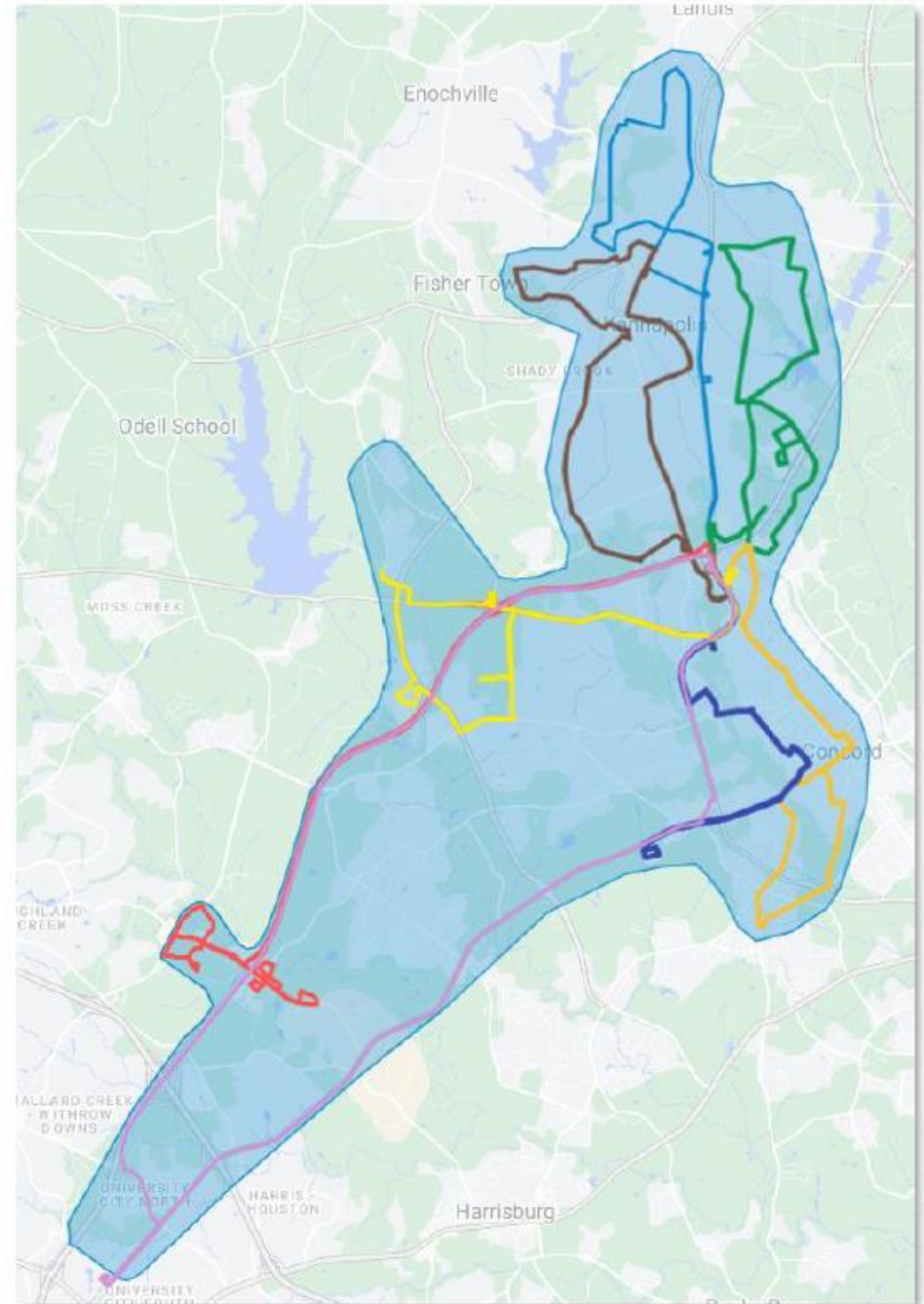
	Percent of Ridership
Concord Mills	20%
Target	15%
Carolina Mall	10%
Village Shopping Center	15%
Walmart North	20%
Walmart South	10%
Rest of Stops	10%
Total	100%



City Wide Microtransit – Full Zone

	Average Daily Ridership
Blue	150
Brown	108
CCX	106
Green	154
Orange	192
Purple	189
Red	94
Yellow	159
Total	1152

- Average daily ridership was calculated from 3 days of fixed route ridership on the fixed routes in the table above.
- 100% of the fixed route ridership was assumed to transition from the fixed route service to the microtransit service.
- The Red route and CCX route were included in the Full Zone simulation



Additional Ridership Scenarios (Full Zone)

Additional scenarios requested at the committee meeting on August 22, 2024

	Current Operation	Full Zone + 10% Ridership Increase	Full Zone + 20% Ridership Increase October Weekday Average Ridership is currently 1,355	Full Zone, Supportable Ridership with Existing Budget
Daily Weekday Ridership	1152	1,268	1,382	262 (Supports 23% of current ridership)
Daily Weekday Revenue Hours	120	507	532	105
System-Wide Productivity (PVH)	9.6	2.5	2.6	2.5
On Demand Vehicles Operating in Max Service	0	49	52	10
Fixed Route VOMS	8	0	0	0
Daily Weekday Operating Cost	\$9,740*	\$47,136*	\$49,460*	\$9,740*
Cost/Passenger	\$8.46	\$37.17	\$35.79	\$35.68
Annual Operating Cost	\$3.3 M	\$16.0 M	\$16.8 M	\$3.3 M
Increase of Existing Budget	-	4.8 X	5.1 X	-

Cost of a full transition from Buses to Microtransit

- Carry the same number of passengers as the current Bus Service does today
 - No new service areas
 - Replace **8 Buses** with **52 Minivans/Sedans** (plus spares)
 - Current Fixed Route Cost = **\$3.3M**
 - Microtransit Service Cost = **\$16.8M**
 - Total Cost Increase = **\$13.5M** (5.1x the cost of the current service)
 - ***(All \$13.5M would need to be 100% locally funded*** – no significant increase in federal dollars)
 - New cost split model would be needed, but assuming a 40/60 split:
 - **Kannapolis = +\$5.4M increase in local expense**
 - **Concord = +\$8.1M increase in local expense**
- **This would be a baseline increase.** Once new service launched, it would likely increase between 50% to +200% if demand is met**



Cabarrus County Microtransit Feasibility Study

Concord Kannapolis Transit Commission
October 24, 2024

Identification of Service Concepts



Three microtransit zones feeding fixed route service



Eliminate large loops in Kannapolis routes, eliminate underutilized stops, improve efficiency of alignments



New service in Harrisburg, Liles/Kannapolis Pkwy, Poplar Tent Rd, Hwy 49, Coleman Blvd, Branchview

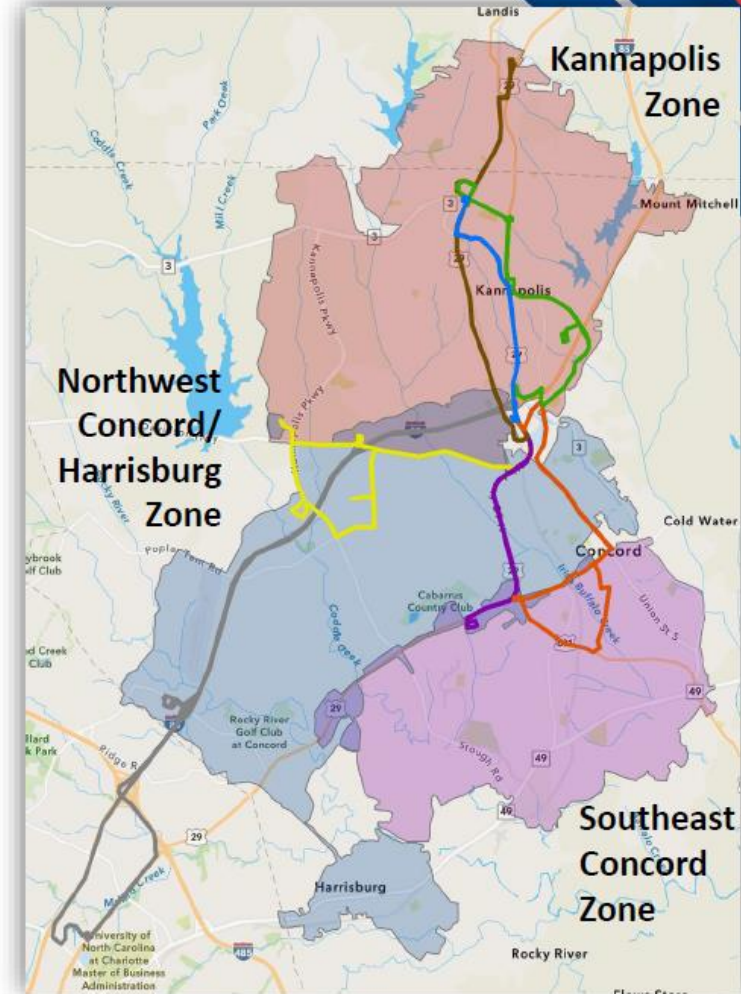
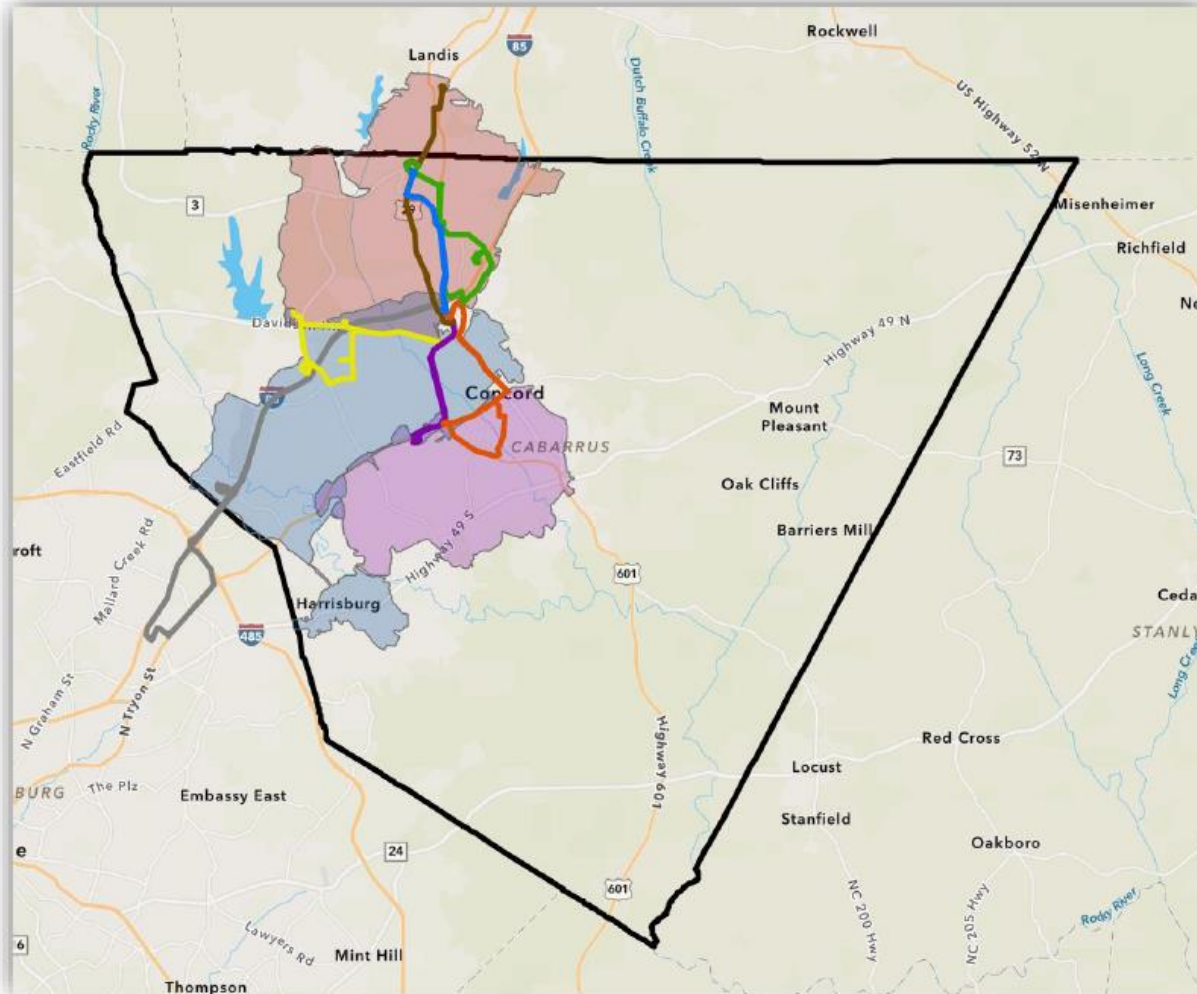


Microtransit service at night after fixed routes stop service

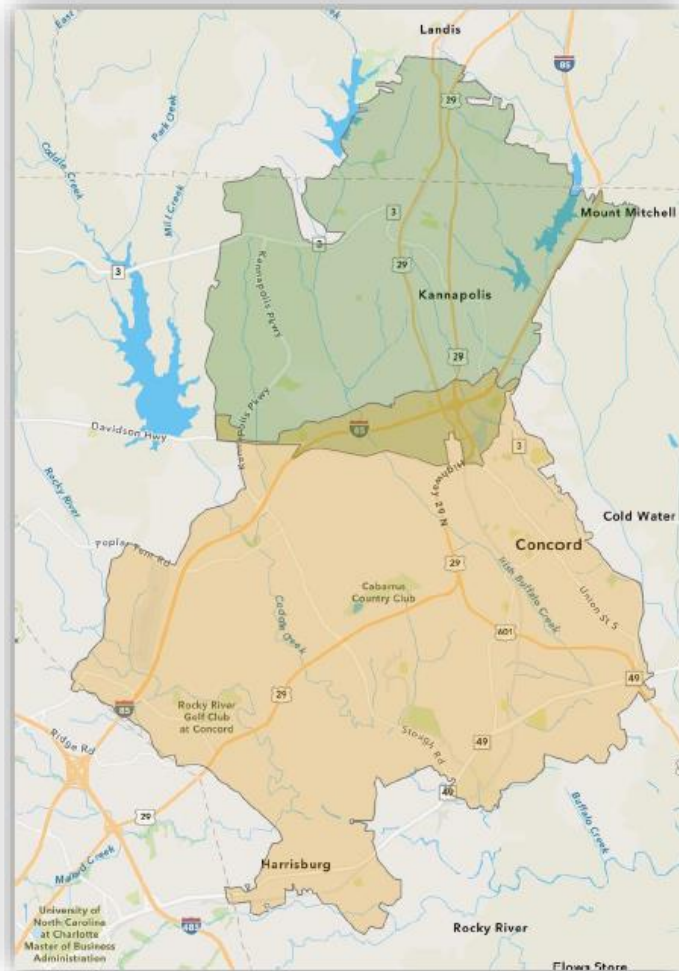


Convenience beyond demand response

Microtransit System Concept

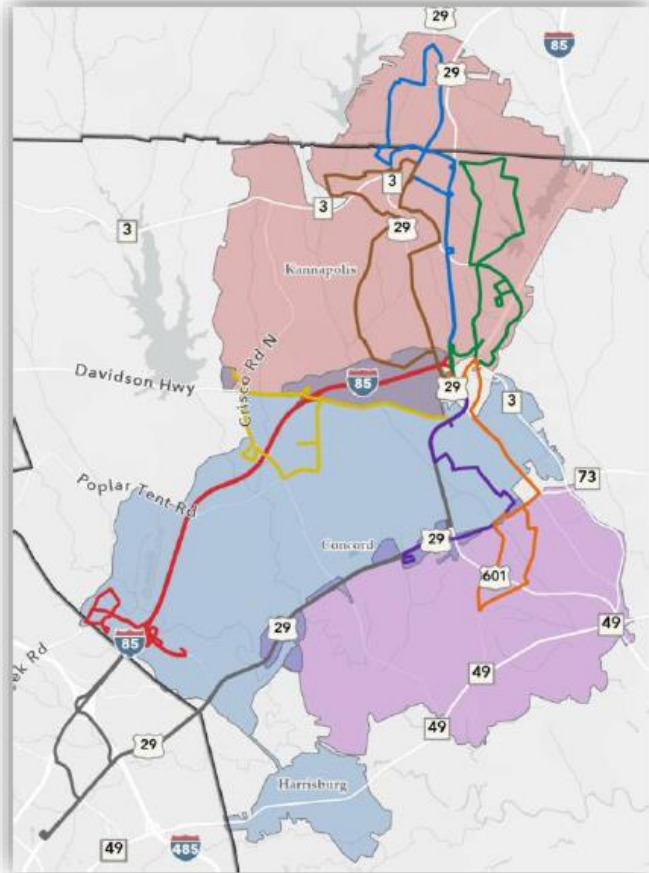


Night Coverage

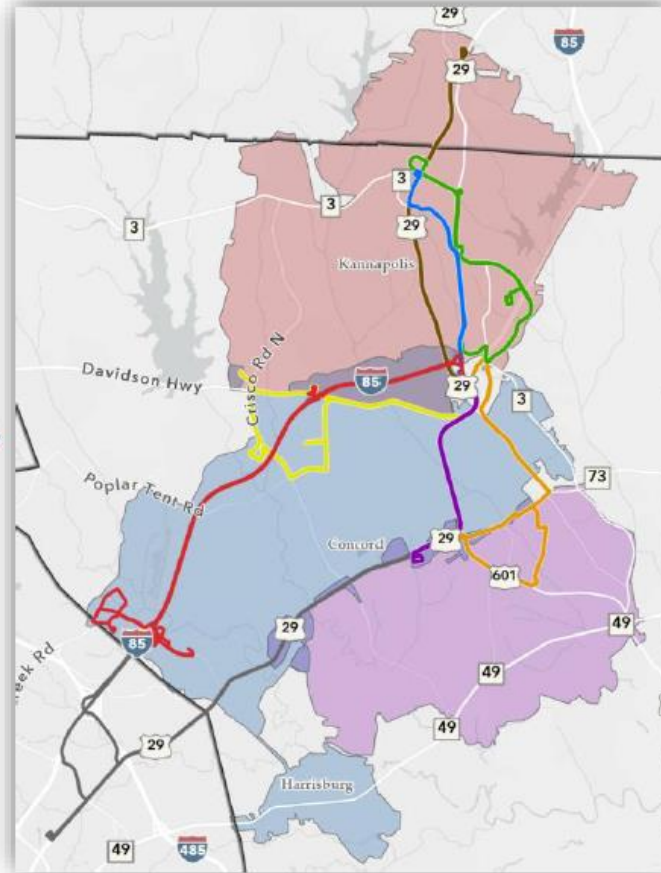


1. Daytime microtransit zones transition to nighttime microtransit zones at 7:30 PM
2. Fixed route service continues until 8:30 PM
3. Microtransit service continues until 11:30 PM

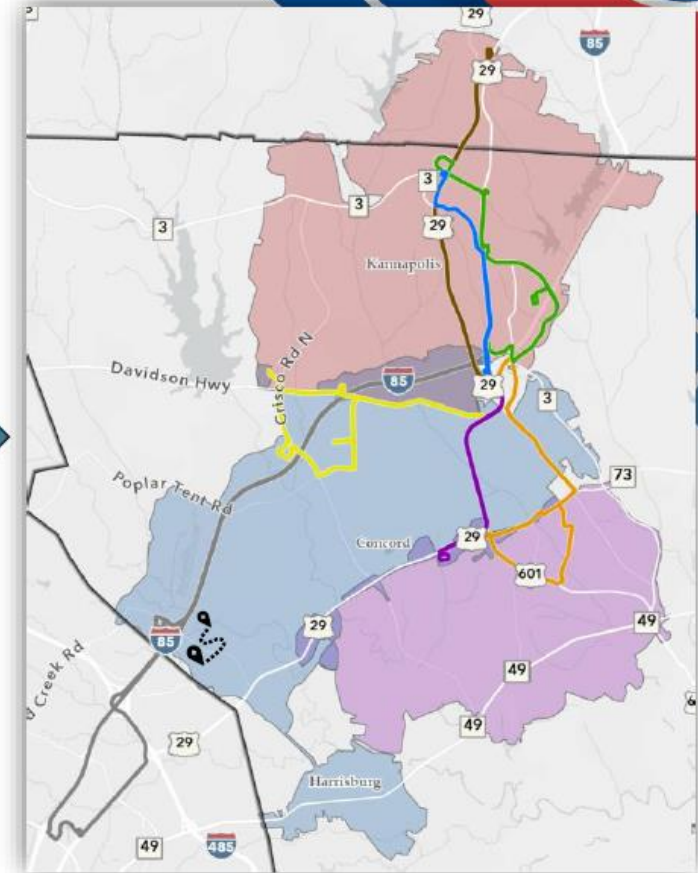
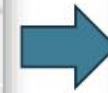
Phases of Implementation



1A: Add Daytime Zones



**1B: Realign six routes
2: Add Night Zones**



**3A: Add Concord Mills Circulator
3B: Streamline Red and CCX**

Financial Analysis



Existing Services in Cabarrus County

System	Annual Ridership	Peak Vehicles	Annual Operating Expense	Revenue Miles	Revenue Hours	Expense per Trip	Population Served
Existing Fixed Route	355,856	8	\$2,882,428	705,945	35,511	\$8.10	50,900
Existing Rider Paratransit*	19,167	4	\$1,077,987	157,404	11,595	\$56.24	N/A*
Existing CCTS*	55,676	22	\$2,365,392	481,022	28,854	\$42.48	N/A*
Existing Total	430,699	34	\$6,325,807	1,344,371	75,960	\$14.69	50,900

Proposed Service Concept

System	Annual Ridership	Peak Vehicles	Annual Operating Expense	Revenue Miles	Revenue Hours	Expense per Trip	Population Served
Proposed Fixed Route [^]	343,239	7	\$2,522,124	632,663	31,072	\$7.35	30,300
Daytime Microtransit**	134,840	12	\$3,920,000	704,868	48,978	\$29.07	130,200
Nighttime Microtransit**	14,476	6	\$632,300	85,100	7,910	\$43.68	132,100
Potential Rider Paratransit*	9,008	2	\$506,687	73,980	5,450	\$56.25	N/A*
Potential CCTS*	16,703	6	\$709,543	116,587	6,994	\$42.48	N/A*
Circulator ^{^^}	50,000	5	\$2,363,740	201,548	24,975	\$47.27	N/A
Proposed Daytime Total	553,790	32	\$10,022,094	1,729,646	117,469	\$18.10	130,200
Proposed Total	568,266	32	\$10,654,394	1,814,746	125,379	\$18.75	134,100

*These services have restrictions on rider eligibility

**Microtransit operating expense per hour is assumed \$80

[^]Assumes 20% growth on Purple and Blue routes, no growth on all other routes

^{^^}Assumes a \$472,748 expense per peak vehicle, a low-end ridership of 50,000 trips, and a high number of peak vehicles (5)

Bottom Line



**83,000 More
People Have
Access to
Transit**



**98,000 More
Trips on
Transit***

*Does not include
fixed route ridership



**\$4.3M
Budget
Increase***

*Includes Concord
Mills Circulator



**+33%
Increase in
Revenue
Hours**



**+20%
Increase in
Revenue
Miles**



**+36%
Increase in
Trips per
Hour**



**\$12.53
Decrease in
Cost per On-
demand Trip**

Cost of Transition to Hybrid Bus/Microtransit Model

- 83,000 more trips than current bus system (394,000) = 477,000
 - Several new service areas
 - Increase **8 Buses** to **12 Buses, plus 12 Minivans/Sedans** (plus spares)
 - Total Hybrid Bus/Microtransit Model Cost Increase = **\$4.3M**
 - ***(All \$4.3M would need to be 100% locally funded*** – no significant increase in federal dollars)
 - New cost split model would be needed, but assuming a 40/60 split:
 - **Kannapolis = +\$1.72M increase in local expense**
 - **Concord = +\$2.58M increase in local expense**
- **This would be a baseline increase.** Once new Microtransit service launched, it would likely increase between 25% to unknown if demand is met**

QUESTIONS?

CONNECTING COMMUNITY



Concord Kannapolis Area Transit



Kannapolis
Agenda Staff Report
February 10, 2025

To: Mayor and City Council
From: Irene Wong, Economic & Community Development Director
Subject: **PRESENTATION - College Station Real Estate**

Recommended Action Requested by City Council

None. Presentation and discussion only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

City staff will provide an update on the City-owned College Station property on Cannon Boulevard and request feedback from City Council on several different options for the commercial property going forward.

Fiscal Implications

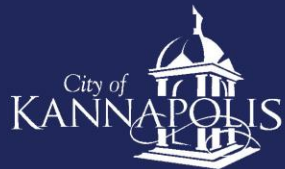
To be discussed at the meeting.

Alternate Courses of Action

None. Presentation and discussion only.

Attachments

1. Exhibit F - College Station



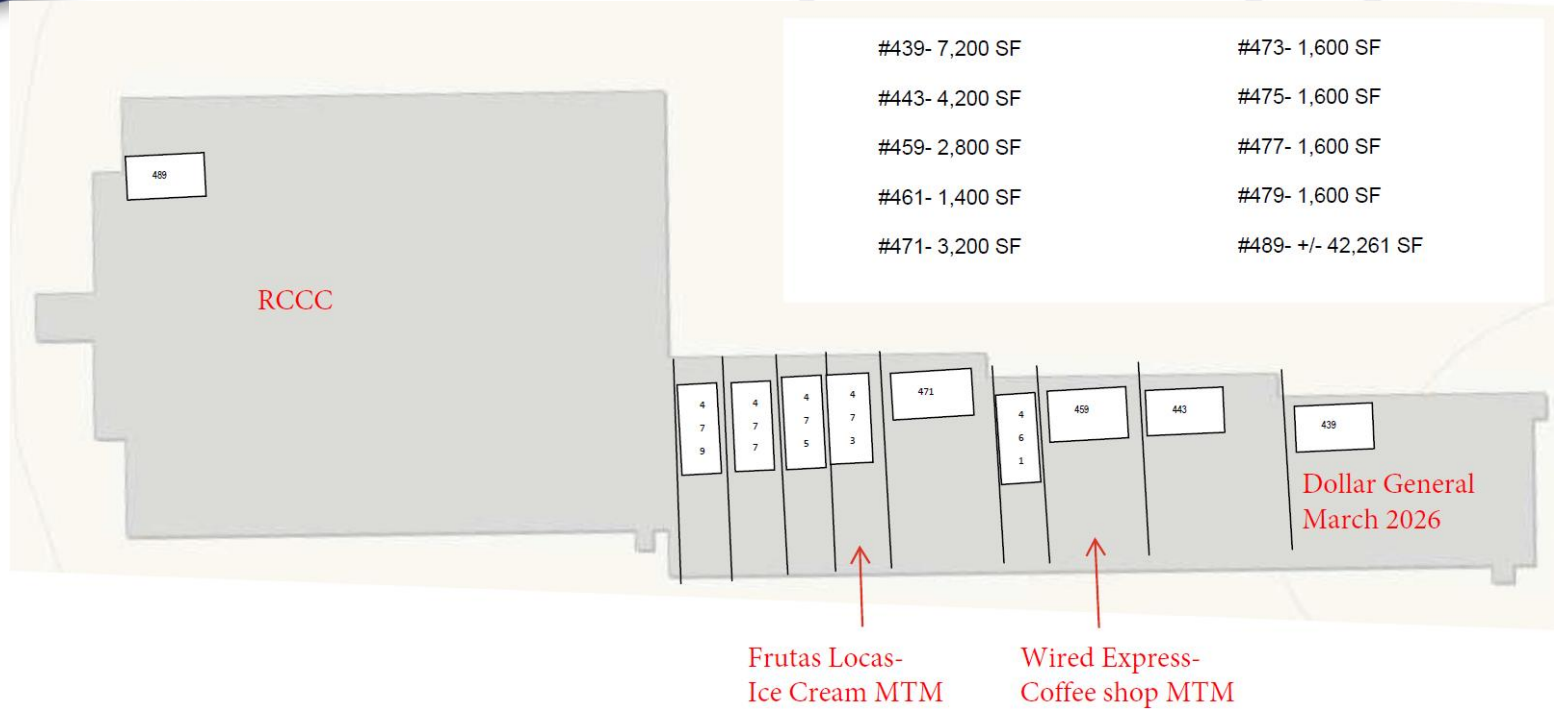
College Station Shopping Center Update

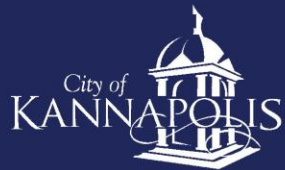
Irene Wong

February 10, 2025



Current Property Status





Property Challenges

- Dated appearance
- Limited visibility from street
- Surrounding demographics
- Result: higher risk tenants, below market rate rents
 - Market rate: \$15-18/sf



Property Direction & Goals

Sell property

- Get out of commercial real estate
 - Sell as-is
- Maximize value
 - Renovation & reposition

Keep property

- Meet community needs
 - Community service center
 - Business incubation
- Use for internal purposes
 - Storage, operational space
- Continue as-is