



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

Please Turn off Cell Phones or Place on Silent Mode.

APPROVED MINUTES - March 10, 2025

A. APPROVED MINUTES - March 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

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **FIRST READING:** TA-2025-01 - KDO Text amendments to Article 3, Section 3.4.l(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district. **APPROVED** (Richard Smith, Planning Director)
- B. **FIRST READING:** TA-2025-02 - KDO Text Amendments to several sections of Articles 2, 3, 4, 5 and 10 **APPROVED** (Richard Smith, Planning Director)
- C. **VOLUNTARY ANNEXATION:** A-2025-03 - 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 0.9492 +/- acre portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street and further identified as Cabarrus County Parcel Identification Number 56035728560000. **APPROVED** (Richard Smith, Planning Director)
- D. **AUDIT CONTRACT** - Motion to authorize City Manager to negotiate and execute the FY2025 Audit Contract **APPROVED** (Brian Roberts, Finance Director)
- E. **BUDGET AMENDMENT ORDINANCE** - CDBG Program Income **APPROVED** (Kristin Jones, Budget and Strategy Director, Sherry Gordon, Community Development Program Administrator)
- F. **BUDGET AMENDMENT ORDINANCE #25-30** - Motion to approve Budget Amendment #25-29 appropriating grant funds from the Cabarrus Health Alliance to be used towards Irish Buffalo Creek **APPROVED** (Gary Mills, Parks & Recreation Director, Kristin Jones, Budget and Strategy Director)
- G. **MINUTES** - February 10, 2025 Closed Session **APPROVED** (Pam Scaggs, City Clerk)

- H. **MINUTES** - February 24, 2025 Business Meeting **APPROVED** (Pam Scaggs, City Clerk)
- I. **MINUTES** - February 24, 2025 Closed Session **MOVED TO MARCH 24, 2025 BUSINESS MEETING** (Pam Scaggs, City Clerk)

BUSINESS AGENDA

- A. **RESOLUTION** - Motion to approve a Resolution adopting a Language Access Plan **APPROVED** (Irene Wong, Economic & Community Development Director)
- B. **PRESENTATION AND DISCUSSION** - Homelessness and Transitional Housing (Mike Legg, City Manager)

CLOSED SESSION - Motion to enter closed session pursuant to NCGS 143.318.11 (a) (5) for discussing the negotiating position regarding the acquisition of real property; GS. 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 (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
March 10, 2025**

A work session meeting of City Council of the City of Kannapolis, North Carolina was held on Monday, March 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
Doug Wilson

Council Members Absent: Tom Kincaid

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant City Manager: Tina Cline

Assistant City Manager: Wilmer Melton

City Attorney: Andrew Kelly

City Clerk: Pam Scaggs

Staff Present: Kristin Jones Gerald Faulkner
Daniel Jenkins Tracy Winecoff
Kirk Beard Annette Privette-Keller
Brian Roberts Irene Wong
Sherry Gordon Gary Mills
Michael Rattler Terry Spry
Kristin Jones

Visitors Present: Tim Hagler Lidia Afora
Emily Sparnenburg Gregory Crawford
Dennis Brown Pam Swartz
Jesse Robinson Joe Hatley
Sophia Wilkerson

1 **CALL TO ORDER AND WELCOME**

2 Mayor Hinnant called the meeting to order and welcomed all in attendance. He noted that Item I
3 (February 24, 2025, Closed Session Minutes) of the Consent Agenda would be removed from the
4 Agenda and added to next meeting (March 24, 2025). Mayor Hinnant led a moment of silent prayer,
5 followed by the Pledge of Allegiance by Mayor Pro tem Berry.
6

7 **ADOPTION OF AGENDA**

8 Mayor Hinnant asked for a motion regarding the Agenda. Councilmember Jackson made the motion
9 to approve, second by Councilmember Dixon and the motion was unanimously approved.
10

11 **CONSENT AGENDA**

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

15 First Reading for KDO Text Amendment TA-2025-01 to Article 3, Section 3.4.1(2) to reduce
16 minimum lot width to sixteen (16) feet in the Center City (CC) zoning District. (Richard Smith,
17 Planning Director) (Copy included as Exhibit A)
18

19 First Reading for KDO Text Amendment TA-2025-02 to several sections of Articles 2, 3, 4, 5 and
20 10. (Richard Smith, Planning Director) (Copy included as Exhibit B)
21

22 Resolution Directing the Clerk to Investigate and Certify the Petition; adopt a Resolution of Intent to
23 Annex; and Fix the Date of Public Hearing for March 24, 2025, on approximately 0.9492 +/- acre
24 portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street and further identified as Cabarrus
25 County Parcel Identification Number 56035728560000. (Richard Smith, Planning Director) (Copy
26 included as Exhibit C)
27

28 Audit Contract authorizing the City Manager to negotiate and execute the FY2025 Audit Contract.
29 (Brian Roberts, Director of Finance) (Copy included as Exhibit D)
30

31 Budget Amendment Ordinance for CDBG Program Income (Kristin Jones, Budget and Strategy
32 Director; Sherry Gordon, Community Development Program Administrator) (Copy included as
33 Exhibit E)
34

35 Budget Amendment Ordinance #25-30 appropriating grant funds from the Cabarrus Health Alliance
36 to be used towards Irish Buffalo Creek (Kristin Jones, Budget and Strategy Director; Gary Mills,
37 Parks & Recreation Director) (Copy included as Exhibit F)
38

39 Closed Session Minutes – February 10, 2025 (Pam Scaggs, City Clerk)
40

41 Business Meeting Minutes – February 24, 2025 (Pam Scaggs, City Clerk)
42

43 **BUSINESS AGENDA**

44 **Resolution adopting a Language Access Plan (Irene Wong, Economic & Community**
45 **Development Director) (Copy included as Exhibit G)**

1 Economic and Community Development Director, Irene Wong, and Lead for North Carolina Fellow,
2 Albaro Reyes Martinez, requested approval of a Language Access Plan (LAP) for the City. The plan
3 aims to ensure equitable access to City amenities for individuals who speak languages other than
4 English, with a particular focus on Spanish due to its prevalence in the community. Key objectives of
5 the LAP include compliance with federal anti-discrimination laws and improved communication
6 between staff and non-English-speaking residents. A notable challenge highlighted was that only 10%
7 of City staff are bilingual, often leaving residents to rely on their own translators, including children.

9 Goals of the proposed LAP include ensuring meaningful access to all City programs and services for
10 non-English speakers; develop a notification process and provide free, timely translation services via
11 phone, in-person, or digital tools (e.g., website widget); train staff on how to provide and access
12 translation services; and track service demand for ongoing adaptation of the plan. Implementation
13 involves securing a \$25,000 grant from UNC Chapel Hill to fund initial translation services and
14 accessibility improvements, partnering with Camino to engage directly with residents and businesses,
15 and establishing a budget for future needs and staff training to ensure effective service delivery and
16 community engagement.

18 Long-term objectives focus on strengthening relationships with Latino residents through community
19 outreach, identifying appealing entertainment and recreation opportunities, and fostering engagement
20 between Hispanic residents, business owners, and city leaders in civic activities like Kannapolis 101.

22 Discussion covered several topics which included the limitations of smartphone translation
23 technology due to potential inaccuracies; details on how statistical information was collected (refer
24 to Exhibit G); the possibility of televising Council meetings; strategies to enhance overall public
25 communication; and considerations for securing long-term funding

27 Councilmember Jackson made a motion to approve the Resolution adopting the LAP, second by
28 Councilmember Dayvault and the motion was unanimously approved.

30 **Presentation and Discussion – Homelessness and Transitional Housing (Mike Legg, City**
31 **Manager) (Copy included as Exhibit H)**

32 City Manager Mike Legg, Police Lieutenant Justin Smith, Ms. Wong, and Planning Director, Richard
33 Smith gave a presentation and talked about homelessness and transitional housing. Mr. Legg
34 emphasized the importance of keeping homelessness discussions a priority. Lieutenant Smith
35 addressed challenges with homeless encampments, such as sanitation, criminal activity, and quality
36 of life. He highlighted the limitations of trespass agreements, which often took months to secure due
37 to out-of-state property owners, allowing encampments to grow and increase community complaints.
38 Efforts to mitigate the issue include direct engagement, providing resource packets from Cabarrus
39 County Department of Social Services (DSS), and encouraging use of available services. Kannapolis
40 law enforcement aims to connect individuals with resources rather than criminalize homelessness,
41 focusing on solutions like restoring family ties or encouraging mental health treatment.

43 Lieutenant Smith also noted the Supreme Court's decision to uphold the City of Grants Pass, Oregon's
44 urban camping ordinance, which inspired similar measures nationwide, including Lincoln, North
45 Carolina, where ordinances address both public and private property. He presented a map showing
46 current encampments in Kannapolis and those with active trespass agreements. He noted that the

homeless population is largely single white males aged 20 to 35, with unstable employment, reliance on benefits, and prevalent mental health or substance abuse issues.

Mr. Smith talked about the issue from a code enforcement perspective stating that if a use wasn't explicitly prohibited by state statute, it had to be allowed. Planning staff is proposing an amendment to the Kannapolis Development Ordinance (KDO) that would add camping regulations to the ordinance and further limit such use citywide. The amendment aims to address common complaints about encampments, particularly those on properties owned by absentee landlords. Code enforcement would initially handle violations, with escalation to the Kannapolis Police Department (KPD) if unresolved. Key provisions include restricting camping duration to 10 days and requiring the property owner, as a resident of the site, to be directly involved. Civil penalties, fines, and potential liens on properties would motivate compliance. This approach integrates city code enforcement with land-use ordinances to manage camping-related nuisances effectively and clarify guidelines for property owners.

Ms. Wong outlined the community's increasing demand for assistance with food, finances, and housing, as evidenced by nonprofits such as Salvation Army and Cooperative Christian Ministries (CCM) reaching capacity. Homelessness prevention efforts have included initiatives like Imagine Kannapolis, which explored transitional housing, affordable housing supply, and support services. CCM projects such as *Grace Place* and the *Rebuilders* campus, alongside other expansions by Rowan Helping Ministries and Salvation Army, aim to address these challenges but are still insufficient to meet demand. Key challenges include neighborhood opposition, infrastructure costs, and limited resources. Strategies like eviction prevention, workforce training, and mental health support are critical for addressing root causes. Staff recommended focusing on city strengths such as acquiring and renovating transitional housing, leveraging tax credit projects, and supporting nonprofit partners through funding and improved collaboration. Expanding transitional housing options and improving coordination among community resources remain priorities. Long-term solutions focus on prevention, affordable housing, and increasing capacity to meet the growing need.

Additional discussion highlighted the impact of homelessness on schools and the efforts of various community groups in conducting outreach to the homeless. This remains a complex issue, with significant challenges in determining effective actions and evaluating their feasibility.

CLOSED SESSION

NCGS 143-318.11 (a) (5) for discussing the negotiating position regarding the acquisition of real property; 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 (Mayor Pro tem Berry)

Mayor Pro tem Berry made the motion to go into closed session pursuant to NCGS 143.318.11 (a) (5) for discussing the negotiating position regarding the acquisition of real property; NCGS 143-318 (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. Motion was seconded by Councilmember Wilson and unanimously approved.

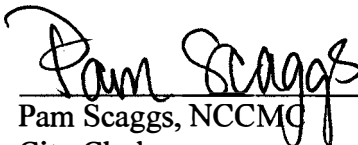
Council went into closed session at 5:37 PM.

1 There being no further business, Councilmember Wilson made a motion to come out of closed
2 session, second by Councilmember Dixon, and the motion was unanimously approved.

3
4 There being no further business, Councilmember Dayvault made motion to adjourn, second by
5 Councilmember Dixon, and the motion was unanimously approved.

6
7 The meeting adjourned at 7:03 PM on Monday, March 10, 2025.
8
9

10
11 
12 _____
Milton D. Hinnant, Mayor

13
14 
15 _____
16 Pam Scaggs, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **FIRST READING:** TA-2025-01 - KDO Text amendments to Article 3, Section 3.4.I(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district.
APPROVED

Recommended Action Requested by City Council

Motion to continue to the March 24, 2025 regular Council meeting for the second reading and Public Hearing of TA-2025-01

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Cambridge Properties, Inc., is requesting a text amendment to reduce the minimum lot width in the Center City (CC) Zoning District from twenty (20) feet to sixteen (16) feet. The text amendment request is associated with a proposal by the applicant for a townhouse development, Millstone Townhomes, within the Center City (CC) zoning district.

The CC District is defined as a mixed-use zoning district in the Kannapolis Development Ordinance (KDO). The CC zoning district includes the area of the North Carolina Research Campus, City Hall, and downtown and supports a mix of retail, service, office, light industrial, and residential uses in the existing central business district. Generally speaking, the CC district encompasses the properties that lie within the loop of downtown created by Loop Road, Dale Earnhardt Boulevard, and South Main Street. It not only encompasses all of the properties within this loop, but also the majority of the properties along the outer peripheral of the loop, as well as the properties east of South Main Street to the railroad tracks. According to the KDO, and the *Move Kannapolis Forward 2030 Comprehensive Plan*, developments in the downtown center are intended to have connected walkable streets with easy access to commerce and activities and should feature high-quality design and building materials. Characteristically, this district is encouraged to be a more urbanized area of the city.

Per the application, Cambridge Properties, Inc. has indicated that they are requesting a text amendment for a reduced lot width in the CC District in order to promote an urban design aesthetic for townhome units consistent with the intent of the Center City District, provide for a variety of housing types to meet the desire of future residents of the proposed Millstone development, and to promote vertical living space in higher density zoning designations. The applicant submitted photos showing examples of 16-foot alley-fed townhome products in the greater Charlotte area. They are attached as Exhibit B.

The current minimum lot width in the CC District is twenty (20) feet and applies to all lots, both residential and non-residential. The proposed text amendment to sixteen (16) feet also would apply to all lots. Presently, a minimum lot width of less than eighteen (18) feet is not permitted in any zoning

district. The Residential 8 (R8) and Residential 18 (R18) zoning districts allow a minimum lot width of eighteen (18) feet for a single-family attached dwelling or townhouse.

The Planning and Zoning Commission recommended, by a vote of 4-to-3, denial of TA-2025-01 to City Council at their February 18, 2025 Commission meeting. Staff recommended approval of the request with additional requirements.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to continue to March 24, 2025 for second reading and Public Hearing for TA-2025-01 (Recommended).**
2. Defer action to a future meeting.

Attachments

1. Text Amendment Application FE
2. EXHIBIT A_TA-2025-01 Final
3. EXHIBIT B_TA-2025-01 Final
4. TA-2025-01 PZ Statement of Consistency



Zoning Text Amendment Checklist

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. Please either bring this application to the address above or email to bstanley@kannapolisnc.gov. The fees may also be paid online with a link provided by staff.

APPLICANT

Applicant: Cambridge Properties, Inc.

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting
- ☒ Zoning Text Amendment Checklist and Application – Complete with all required signatures
- ☒ Fee: \$400.00

PROCESS INFORMATION

Public Notification: This is a legislative process that requires a public hearing and public notification including newspaper notice, first-class mailed notice to adjacent property owners and a sign posted prominently on the property (Section 2.4.F of the KDO).

Review Process: All applications will be reviewed for compliance and then forwarded to the Planning and Zoning Commission for consideration at a public hearing which is held monthly on the third Tuesday at 6:00pm in City Hall Laureate Center. **The pre-application meeting, submittal of application, and payment of fees, must be completed prior to scheduling the public hearing.** Please review Section 2.4.D. of the KDO.

Action by Planning and Zoning Commission: The Commission shall consider the text amendment request and make a recommendation to City Council in accordance with Section 2.4.G. of the KDO.

Scope of Approval: City Council may approve or deny the request in accordance with Section 2.5.A(1).

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: Nate Buhler

Date: January 14, 2024



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

ZONING TEXT AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: Cambridge Properties, c/o Nate Buhler, Development Director

Phone: 980-260-2770

Address: 831 E. Morehead St., Ste. 245

Email: nkb@cambridgeprop.com

Charlotte, NC 28202

In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

Under Kannapolis Development Ordinance Article 3, Zoning Districts, Section I, Center

City District, (2) Dimensional and Intensity Standards, the Lot width minimum shall be 16'.

State your reasons for amending the text of the Ordinance:

In order to promote a high quality urban design aesthetic for townhome units consistent with the intent of the Center

City District, provide for a variety of housing types within the Millstone development that meet the desire of future residents,

and to promote effective land use by vertically orienting living space in higher density zoning designations.

Supporting documentation showing building footprints and elevations to be presented.

I certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Nate Buhler

Applicant Signature

January 14, ~~2024~~ 2025

Date

[Signature]

Property Owner Signature

January 14, 2025

Date

EXHIBIT A
PROPOSED TEXT AMENDMENT
TA-2025-01

I. CENTER CITY DISTRICT

(1) PURPOSE

The purpose of the Center City (CC) District is to serve as the focal point for commerce, government, entertainment, and cultural events in Kannapolis. Development in the district is pedestrian oriented and includes a mix of downtown retail, service, office, light industrial, and residential uses in the existing central business district. The district is intended to be walkable, support multiple modes of mobility, have an active streetscape, and feature high quality design and building materials.

(2) DIMENSIONAL AND INTENSITY STANDARDS [1]

LOT AND DENSITY/INTENSITY STANDARDS	
Lot area (min)	None
Lot width (min)	20 16 ft
Density (max)	None
Impervious surface ratio (max)	0.95

SETBACK AND HEIGHT STANDARDS	
A	Front build-to zone (min max) [2] 0 15 ft
	Percentage of build-to zone width occupied by building (min) [3] 75%
B	Side setback (min) None
C	Rear setback (min) [4] None 10 ft
D	Building height (max) 72 ft

(3) OTHER STANDARDS

OTHER STANDARDS	LOCATION IN KDO
Use Regulations	Article 4
Development Standards	Article 5
Subdivision Standards	Article 6
Rules of Measurement	Section 9.3

NOTES:

- [1] May be superseded by other standards in this Ordinance (see Section 3.1.C, Superseding Dimensional and Intensity Standards).
- [2] The area between the minimum and maximum build-to zone boundaries that extends the width of the lot constitutes the build-to zone. The maximum build-to zone boundary may be increased by 15 feet along 25 percent of the lot width for a civic space or outdoor dining area.
- [3] Buildings shall be located so that they occupy the minimum percentage of the linear width of the lot's build-to zone (see Section 9.3.A(6)).
- [4] The minimum rear setback is 10 feet, except there is no minimum rear setback where the rear lot line abuts an alley.

EXHIBIT B
Photo Examples Submitted by Applicant
TA-2025-01











**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2025-01**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendments to **Article 3, Section 3.4.I.(2) Center City (CC) District Dimensional and Intensity Standards**, is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission met on February 18, 2025, to consider text amendment Case# TA-2025-01 as submitted by Cambridge Properties, Inc. and shown on Exhibit A (attached);

NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2025-01 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented, and the recommendation provided by Staff.

Adopted this the 18th Day of February 2025:

Chris Puckett, Chairman
Planning and Zoning Commission

Attest:

Kathryn Stapleton, Recording Secretary
Planning and Zoning Commission



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **FIRST READING:** TA-2025-02 - KDO Text Amendments to several sections of Articles 2, 3, 4, 5 and 10 **APPROVED**

Recommended Action Requested by City Council

Motion to continue to March 24, 2025 for second reading and Public Hearing of TA-2025-02

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Staff is proposing several text amendments to the Kannapolis Development Ordinance:

1. Amend Section 2.5.A(5)b.6(b) to extend expiration date of approved special use permits when projects are delayed because of lack of sewer allocation.
2. Amend Section 2.5.B(2)d.1(c) to remove the requirement for a mylar copy of a recorded minor subdivision plat.
3. Amend Section 2.5.B(3)e.1(c) to remove the requirement for a mylar copy of a recorded major subdivision plat.
4. Amend Section 3.8.H(3)a to revise River/Stream Overlay (RSO) District to remove duplicative text.
5. Amend Section 4.2.D(5)e.3(b)2 to update street name of First Street to Martin Luther King Jr. Avenue under Standards Specific to Principal Uses for Sexually Oriented Businesses.
6. Amend Table 4.3.B(3): Accessory Use/Structure Table to correct "L" to a "P" for a storage building in the PD District.
7. Amend Table 4.3.B(3) to correct the table header to change MU-ND to MU-N for the Mixed-Use Neighborhood District.
8. Amend Section 5.9.D to add standards for A-frame signs.
9. Amend Section 5.9E(3)a.7 to add standards for curbside pickup signs.
10. Amend Section 5.1.C(6)b.2 to reference the minimum vehicular access requirements of the North Carolina Fire Code.
11. Delete Table 5.1.C(6)b.2: Minimum Subdivision Access Points.
12. Amend Table 4.4.B to add camping to the Temporary Use/Structure Table.
13. Amend Section 4.4.C(1)a to add camping as a use that does not require a temporary use permit.
14. Amend Section 4.4.D to add standards specific to camping as a temporary use.
15. Amend Article 10: Definitions to add definition of camping.

The Planning and Zoning Commission unanimously recommended approval of TA-2025-02 to City Council at their February 18, 2025 Commission meeting.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to continue to March 24, 2025 for the second reading a Public Hearing for TA-2025-02 (Recommended).**
2. Defer action to a future meeting.

Attachments

1. EXHIBIT A_TA-2025-02 Final
2. TA-2025-02 PZ Statement of Consistency

EXHIBIT A
PROPOSED TEXT AMENDMENTS
TA-2025-02

1. Special Use Permits – Extend expiration date of approved special use permits when projects are delayed because of lack of sewer allocation

Section 2.5.A(5)b.6(b)

6. Post-Decision Limitations and Actions

- (a) The post-decision limitations and actions in Section 2.4.I apply.
- (b) Approval of a special use permit shall automatically expire after two years if a building permit for the authorized use is not obtained or if construction is not started. **The approval of a special use permit may be extended if the Planning Director determines that building permit and construction activity did not begin because of factors related to the allocation of wastewater capacity for the project. Written notice of the decision shall be sent to the owner of the property that is subject to the special use permit and to the applicant, if different than the owner.**
- (c) If the application is denied, resubmittal of an application for substantially the same special use permit is not allowed unless the Planning Director determines there has been a substantial change in circumstances.

2. Post-Decision Limitations and Actions for Minor Subdivisions – Remove requirement for a mylar copy of the recorded plat

Section 2.5.B(2)d.1(c)

1. Minor Subdivision Final Plat Procedure

(c) Post-Decision Limitations and Actions

The post-decision limitations and actions in Section 2.4.I apply, in addition to the provisions in subsections 1 through ~~4~~ **3** below.

1. If the application is approved, the applicant shall revise the final plat as necessary to comply with any conditions of approval and shall submit the revised plat to the Planning Director. Upon determining that the plat is properly revised, the Planning Director, and, as appropriate, the Director of Engineering, shall sign the plat and provide any other certifications as may be appropriate.
2. Approval of a minor subdivision final plat shall automatically expire and become null and void 30 days after its approval if the applicant has not filed the plat in the office of the register of deeds. The Planning Director may grant up to two extensions of that time period, each up to 180 days, for good cause.
- ~~3.—The applicant shall return a reproducible mylar copy of the recorded plat to the Planning Department.~~
- 3.** No zoning clearance permit shall be issued or approved until addresses and P.I.N.s (Parcel Identification Numbers) have been assigned to the lots.

3. Post-Decision Limitations and Actions for Major Subdivisions – Remove requirement for a mylar copy of the recorded plat

Section 2.5.B(3)e.1(c)

1. Major Subdivision Final Plat Procedure

(c) Post-Decision Limitations and Actions

The post-decision limitations and actions in Section 2.4.I apply, in addition to the provisions in subsections 1 through ~~4~~ **3** below.

1. If the application is approved, the applicant shall revise the final plat as necessary to comply with any conditions of approval and shall submit the revised plat to the Planning Director. Upon determining that the plat is properly revised, the Planning Director, and, as appropriate, the Director of Engineering, shall certify that the final plat is approved by the City in accordance with this Ordinance by signing the plat and providing any other certifications as may be appropriate.
2. Approval of a major subdivision final plat shall automatically expire and become null and void 30 days after its approval if the applicant has not filed the plat in the office of the register of deeds. The Planning Director may grant up to two extensions of that time period, each up to 180 days, for good cause.
- ~~3. The applicant shall return a reproducible mylar copy of the recorded plat to the Planning Department.~~
- 3.** No zoning clearance permit shall be issued or approved until addresses and P.I.N.s (Parcel Identification Numbers) have been assigned to the lots.

4. RSO District – Revise text of River/Stream Overlay (RSO) District to remove duplication

Section 3.8.H(3)a

a. PERENNIAL STREAM BUFFER

~~An undisturbed stream buffer shall be established on both sides of all perennial streams and on all sides of water impoundments that are fed by perennial streams. The stream buffer shall extend from the average annual stream bank perpendicularly for a distance of 50 feet plus four times the average percent of slope of area adjacent to the stream. This slope shall be calculated by measuring a distance of 250 feet from the center of the stream. The percentage of slope for this distance shall serve as the determining factor. However, the maximum distance shall not exceed 120 feet from the edge of the stream.~~

~~A minimum 50-foot undisturbed stream buffer (the “Buffer”) shall be established on both sides of all perennial streams and on all sides of water impoundments that are fed by perennial streams. The size of a stream buffer shall be measured from the average annual stream bank perpendicularly for:~~

A minimum 50-foot undisturbed stream buffer (the “Buffer”) shall be established on both sides of all perennial streams and on all sides of water impoundments that are fed by perennial streams. The size of a stream buffer shall be measured from the average annual stream bank and the buffer shall extend perpendicularly for a distance of 50 feet plus four times the average percent of slope of area adjacent to the stream. This slope shall be calculated by measuring a distance of 250 feet from the center of the stream. The percentage of slope for this distance shall serve as the determining

factor; however, the maximum distance shall not exceed 120 feet from the edge of the stream bank.

5. Update street name of First Street to Martin Luther King Jr. Avenue under Standards Specific to Principal Uses for Sexually Oriented Businesses

4.2.D(5)e.3(b)2

(b) Standards

2. Sexually oriented businesses shall be established only on properties with direct access and frontage on the section of South Cannon Boulevard (U.S. Highway 29) between the **First Street** **Martin Luther King Jr. Avenue** overpass and the intersection of Dale Earnhardt Boulevard (NC Highway 3).

6. Amend Accessory Use/Structure Table to correct the “L” to a “P” for a storage building in the PD District.

Table 4.3.B(3): Accessory Use/Structure Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; S = Special use; – = Prohibited

ACCESSORY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE						NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-ND	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Storage building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	LP	P	P	P	P	P	

7. Correct the table header to change MU-ND to MU-N for the Mixed-Use Neighborhood District

Table 4.3.B(3): Accessory Use/Structure Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; S = Special use; – = Prohibited

ACCESSORY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE						NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Storage building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	LP	P	P	P	P	P	

8. Add requirements for A-frame signs to Section 5.9, Sign Standards

Section 5.9.D

D. SIGNS THAT DO NOT REQUIRE A SIGN PERMIT

No sign permit is required to construct, erect place, establish, paint, create, or maintain the signs in subsections (1) through **(14)(15)** below, provided the sign complies with the standards set forth for the sign below. Signs identified in subsections (1) through **(14)(15)** below, are not counted toward the total sign area limitations in Section 5.9.E(1), Number, Area, and height Standards, as long as they comply with the standards set forth for the sign below, and with all other applicable standards in this section (Section 5.9).

(15) A-frame sign that complies with the following standards:

- a. The maximum sign display area is limited to six (6) square feet per sign face.
- b. The maximum height of the sign is limited to four (4') feet above the grade of the surface upon which it is displayed when placed in its display position.
- c. One sign may be displayed per customer entrance, provided that no more than two (2) A-frame signs may be displayed along the same building frontage.
- d. The display areas (sign faces) shall be composed of rigid material.
- e. Signs may be placed upon a public sidewalk or other pedestrian walkway, provided that a minimum of five (5) feet of unobstructed clearance is maintained along the directional path of the walkway.
- f. In no case shall a sign be placed in a manner that obstructs vehicular access and movement.
- g. A sign may only be displayed during the period beginning thirty (30) minutes prior to the daily opening and ending thirty (30) minutes following the daily closing of the business displaying the sign.

9. Add curbside pickup sign requirements to Section 5.9, Sign Standards

5.9.E(3)a.7

7. Curbside Pickup Sign

A curbside pickup sign shall be limited to a maximum size of three (3) square feet. The sign shall not be internally or externally illuminated. Each curbside pickup space is permitted one (1) curbside pickup sign.

10. Amend Minimum Subdivision Access Points to reference requirements of state Fire Code

Section 5.1.C(6)b.2

2. Minimum Vehicular Access Points to External Street System

Unless exempted in accordance with subsection 4, below, all subdivisions shall provide vehicular access to the street system outside the subdivision in accordance with **North Carolina Fire Code. with Table 5.1.C(6)b.2: Minimum Subdivision Access Points, based on the proposed uses and size of the subdivision.**

11. Delete Table 5.1.C(6)b.2: Minimum Subdivision Access Points

Table 5.1.C(6)b.2: Minimum Subdivision Access Points

DEVELOPMENT TYPE AND SIZE	MINIMUM NUMBER OF VEHICULAR ACCESS POINTS
PRIMARY RESIDENTIAL USES	
Less than 40 units	1
Between 40 and 80 units	2
More than 80 units	3
ALL OTHER USES	
Less than 5 acres	1
Between 5 and 20 acres	2
More than 20 acres	3

12. Add camping to the Temporary Use/Structure Table with specific use standards

Table 4.4.B: Temporary Use/Structure Table

P = Permitted by right – = Prohibited

TEMPORARY USE/STRUCTURE	AG	RESIDENTIAL							MIXED-USE					NONRESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS	
	AG	R1	R2	R4	R6	R7	R8	R18	MU-ND	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R		C-1
Camping	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	P	P	P	P	P	4.4.D(12)

13. Add camping as a use that does not require a temporary use permit

Section 4.4.C(1)a

C. GENERAL STANDARDS FOR ALL TEMPORARY USES AND STRUCTURES

(1) TEMPORARY USE PERMIT

a. Approval of a temporary use permit in accordance with Section 2.5.C(4), Temporary Use Permit, is required prior to the establishment of a temporary use or structure allowed by this section, except the following temporary uses do not require a temporary use permit:

1. Yard sales;
2. Storage in a portable shipping container;
3. Special events identified as not requiring a temporary use permit by Section 4.4.D(9)a, Applicability;

4. Camping

14. Add Specific Use Standards for camping

Section 4.4.D

D. STANDARDS SPECIFIC TO TEMPORARY USES AND STRUCTURES

(1) Camping shall comply with the following regulations:

- a. **Camping shall be secondary to a residential dwelling and for recreational purposes;**
- b. **Camping shall be permitted only by the residents of the dwelling unit and their guests; and**
- c. **Camping shall not be permitted in the front or side yards of a dwelling.**
- d. **Camping shall have a maximum duration of ten (10) consecutive days and shall be limited to a maximum of thirty (30) days in a calendar year.**

15. Add definition for camping

Article 10. Definitions

Camping

Temporary, non-commercial use of land for sleeping or living outdoors, typically in tents, vehicles, or temporary shelters.



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2025-02**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendments to the below sections of the Kannapolis Development Ordinance (KDO) are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*:

1. Amend Section 2.5.A(5)b.6(b) to extend expiration date of approved special use permits when projects are delayed because of lack of sewer allocation.
2. Amend Section 2.5.B(2)d.1(c) to remove the requirement for a mylar copy of a recorded minor subdivision plat.
3. Amend Section 2.5.B(3)e.1(c) to remove the requirement for a mylar copy of a recorded major subdivision plat.
4. Amend Section 3.8.H(3)a to revise River/Stream Overlay (RSO) District to remove duplicative text.
5. Amend Section 4.2.D(5)e.3(b)2 to update street name of First Street to Martin Luther King Jr. Avenue under Standards Specific to Principal Uses for Sexually Oriented Businesses.
6. Amend Table 4.3.B(3): Accessory Use/Structure Table to correct “L” to a “P” for a storage building in the PD District.
7. Amend Table 4.3.B(3) to correct the table header to change MU-ND to MU-N for the Mixed-Use Neighborhood District.
8. Amend Section 5.9.D to add standards for A-frame signs.
9. Amend Section 5.9E(3)a.7 to add standards for curbside pickup signs.
10. Amend Section 5.1.C(6)b.2 to reference the minimum vehicular access requirements of the North Carolina Fire Code.
11. Delete Table 5.1.C(6)b.2: Minimum Subdivision Access Points.
12. Amend Table 4.4.B to add camping to the Temporary Use/Structure Table.
13. Amend Section 4.4.C(1)a to add camping as a use that does not require a temporary use permit.
14. Amend Section 4.4.D to add standards specific to camping as a temporary use.
15. Amend Article 10: Definitions to add definition of camping.

and;

WHEREAS, the Planning and Zoning Commission met on February 18, 2025, to consider text amendment Case# TA-2025-02 as submitted by the Planning Department staff and as shown on Exhibit A (attached);

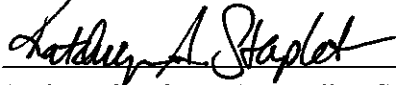
NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2025-02 is consistent with the *Move Knapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented, and the recommendation provided by Staff.

Adopted this the 18th Day of February 2025:



Chris Puckett, Chairman
Planning and Zoning Commission

Attest:



Kathryn Stapleton, Recording Secretary
Planning and Zoning Commission



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION:** A-2025-03 - 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 0.9492 +/- acre portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street and further identified as Cabarrus County Parcel Identification Number 56035728560000. **APPROVED**

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, March 24, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant has submitted an application for voluntary annexation of an approximately 0.9492 +/- acre portion of an existing 1.4 +/- acre parcel located at 5051 Macon Street. The property is further identified as Cabarrus County Parcel Identification Number 56035728560000.

Fiscal Implications

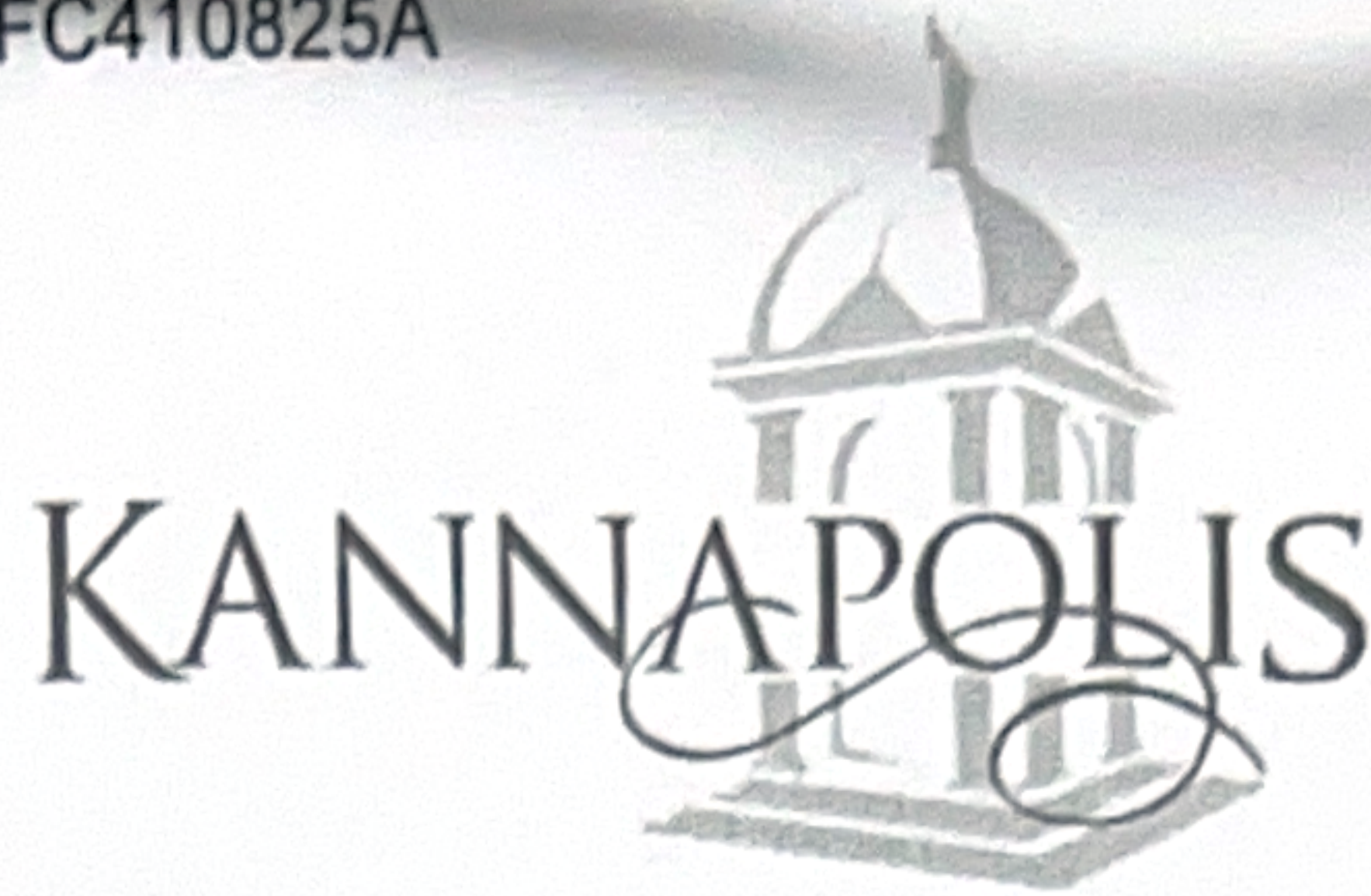
None

Alternate Courses of Action

1. **Motion to approve the Resolution Directing the Clerk to Investigate the Intent to Annex under 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, March 24, 2025 (Recommended).**
3. Take no action.
4. Table actions to a future meeting.

Attachments

1. Non-contiguous application
2. Certificate of Sufficiency A-2025-03
3. 2025-16 Resolution Directing Clerk to Investigate Intent to Annex A-2025-03 - 5051 Macon St
4. 2025-17 Resolution of Intent to Annex and Fix Date of Public Hearing A-2025-03 - 5051 Macon St



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: 02/10/2025

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 5051 Macon St, Kannapolis, further identified as Cabarrus County Parcel Identification Number 56035728560000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.4 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. Christopher Barry Chappell	5085 Macon St Kannapolis, NC 28081	
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-2025-03

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 10th day of March 2025.

Pam Scaggs, CMC, NCCMC
City Clerk

**RESOLUTION DIRECTING THE CLERK
TO INVESTIGATE AN INTENT TO ANNEX
A-2025-03 – 5051 MACON STREET**

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

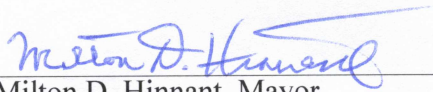
WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

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;

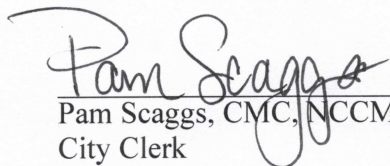
NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Kannapolis, North Carolina that:

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 March 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

**RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC
HEARING ON QUESTION OF ANNEXATION
A-2025-03 – 5051 MACON STREET**

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.

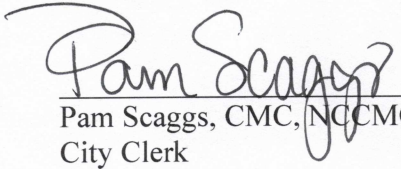
NOW, THEREFORE, BE IT RESOLVED by the City Council of Kannapolis, North Carolina that:

- 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 March 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, March 13th and Thursday, March 20, 2025

ADOPTED this the 10th day of March 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

5051 Macon Street**Legal Description for the Area to be Annexed**

Beginning at a set #4 rebar, being the southwest corner of Lot 1;
thence N 64°16'52" E a distance of 74.99' to a set #4 rebar on the Chappell line;
thence N 64°16'52" E a distance of 74.99' to a set #4 rebar on the Chappell line ;
thence N 64°16'52" E a distance of 15.93' to a found 1" iron pin on the Stroud line ;
thence N 03°03'17" W a distance of 218.15', along the eastern line of Lot 1 to a set #4 rebar
on the southern right-of-way of Macon Street;
thence S 63°20'31" W, with the Macon Street right-of-way, a distance of 100.00' to a set #4
rebar ;
thence S 63°20'31" W, with the Macon Street right-of-way, a distance of 75.00' to a set #4
rebar;
thence S 63°20'31" W, with the Macon Street right-of-way, a distance of 75.00' to a set #4
rebar;
thence S 25°43'08" E a distance of 197.21' to a set #4 rebar;
which is the point of beginning,
having an area of 41346.8 square feet, 0.949 acres



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Brian Roberts, Finance Director
Subject: **AUDIT CONTRACT** - Motion to authorize City Manager to negotiate and execute the FY2025 Audit Contract **APPROVED**

Recommended Action Requested by City Council

Approve Fiscal Year 2025 Audit Contract with Martin, Starnes & Associates, CPAs.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Each year as required by NC Statue 159-34 the City is audited. The State requires board approval of the audit contract. Staff is requesting that the City Council authorize the City Manager to award the audit contract to Martin Starnes & Associates, CPAs, P.A. for the Fiscal Year Ended June 30, 2025.

Martin Starnes has conducted the City's audit for several years and this will continue the relationship. Attached are the Audit Contract and Audit Engagement Letter from Martin, Starnes & Associates, CPAs.

Fiscal Implications

The Fiscal Year 2025 audit will cost \$64,455.

Alternate Courses of Action

- 1. Motion to authorize the City Manager to negotiate and execute the Audit Contract (Recommended).**
2. Do not approve the audit contract.
3. Defer action until a future meeting.

Attachments

1. City of Kannapolis - 2025 Audit Contract
2. City of Kannapolis - 2025 Single Audit Engagement Letter

The of and	Governing Board City Council
	Primary Government Unit City of Kannapolis, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Brian Roberts

Finance Director, City of Kannapolis

broberts@kannapolisnc.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

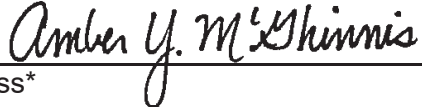
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	City of Kannapolis, NC
Audit Fee (financial and compliance if applicable)	\$ 47,455 (includes single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 4,000 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 9,000
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 64,455 (includes 4 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/26/25	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
City of Kannapolis, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* M. Darrell Hinnant, Mayor	Signature*
Date	Email Address* dhinnant@kannapolisnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 64,455 (includes 4 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Brian Roberts, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* broberts@kannapolisnc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)* N/A	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 26, 2025

Brian Roberts, Finance Director
City of Kannapolis
PO Box 1199
Kannapolis, NC 28082

Martin Starnes & Associates, CPAs, P.A. ("we") are pleased to provide the City of Kannapolis (the "City," "you" or "your") with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, "Agreement"). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

Engagement Objective and Scope

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Kannapolis, NC, as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Kannapolis' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Kannapolis' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

We will read the introductory section and statistical section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Kannapolis' ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the City of Kannapolis.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Reporting

We will issue a written report upon completion of our audit of the City of Kannapolis' basic financial statements. Our report will be addressed to the governing body of the City of Kannapolis. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the City. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the City's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the City of Kannapolis' significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgment, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Audit of Major Program Compliance

Our audit of the City of Kannapolis' major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
5. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
6. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
7. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;

- c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
- 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 - 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 - 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 - 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
 - 21. For the accuracy and completeness of all information provided;
 - 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
 - 23. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
 - 24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Limitations of the Audit Report

Should the City wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the City will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of LGC's data input worksheet
- Clerical services

We will not assume management responsibilities on behalf of the City of Kannapolis. However, we will provide advice and recommendations to assist management of the City of Kannapolis in performing its responsibilities.

The City of Kannapolis' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Electronic Transmittals

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The City is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Timing of Engagement

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

Provisions of Engagement Administration and Fees

Tonya Thompson is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or

regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

Audit Fee (includes up to 2 major programs)	\$ 47,455
Financial Statement Drafting	<u>9,000</u>
	<u>\$ 56,455</u>
Additional Fees:	
Charge per major program in excess of 2	<u>\$ 4,000</u>

Please note that the fees above include up to 2 major programs, as indicated. The "total amount not to exceed" listed on the audit contract includes up to 4 major programs. If the total number of major programs exceeds 4 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The City agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Kannapolis' personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the City at this time. Unless otherwise indicated, estimated fees

do not include any time related to the application of new auditing or accounting standards that impact the City for the first time.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the City is unable to provide such schedules, information, and assistance, the Firm and the City will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff or accommodate the City's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$410 per hour.

Non-Solicitation of Employees and Independent Contractors

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external party" or "external parties"), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Records Management

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional

or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers,

partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Statute of Limitations

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to

You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

Limitation of Liability

You agree that Martin Starnes & Associates, CPAs, P.A.'s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Arbitration Procedures

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitrators. Each of the City and firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal

Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Kannapolis by:

Signature: _____

Title: _____

Date: _____



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council

From: Kristin Jones, Budget and Strategy Director, Sherry Gordon, Community Development Program Administrator

Subject: **BUDGET AMENDMENT ORDINANCE - CDBG Program Income APPROVED**

Recommended Action Requested by City Council

Motion to approve budget amendment for CDBG program income

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City used CDBG funds for an urgent repair project for 1552 Kingston Dr. The funding for these types of projects is structured as a forgivable loan. The homeowner has decided to pay off the loan early, so \$7,240 is being reimbursed to the City. This is considered program income by HUD and must be treated and spent in the same manner as regular CDBG funds.

Fiscal Implications

None.

Alternate Courses of Action

1. Approve budget amendment for CDBG program income
2. Table to a future meeting
3. Take no action

Attachments

1. 2025-14 Ordinance Amending Budget for CDBG Entitlement Program

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
FY 2024-2025**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Budget Ordinance is hereby adopted:

Section 1. The project authorized is the Community Development Block Grant Entitlement Program described in the work statement contained in the Grant Agreement for urgent repair project.

Section 2. The City Manager is hereby directed to proceed with the Project with the North Carolina General Statutes, the terms of the Grant document(s) and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

CDBG Program Income:	\$7,240
75000-33350-CPRX	

Total Revenues:	\$7,240
------------------------	----------------

Section 4. The following amount is appropriated for the project:

Rehabilitation Expenses	\$7,240
75000-51965-CPRX	

Total Expenditures:	\$7,240
----------------------------	----------------

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient specific detailed accounting records to provide for accounting to the City Council grantor agency required by the Grant Agreement(s) and federal and state regulations.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total grant revenues received or claimed.

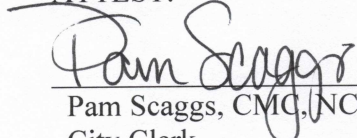
Section 7. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission presented to City Council.

Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Grant Project Budget Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

This Ordinance is approved and adopted this 10th day of March 2025.

ATTEST:



Pam Scaggs, CMC, NCCMC
City Clerk



Milton D. Hinnant, Mayor



To: Mayor and City Council

From: Gary Mills, Parks & Recreation Director, Kristin Jones, Budget and Strategy Director

Subject: **BUDGET AMENDMENT ORDINANCE #25-30** - Motion to approve Budget Amendment #25-29 appropriating grant funds from the Cabarrus Health Alliance to be used towards Irish Buffalo Creek **APPROVED**

Recommended Action Requested by City Council

Approve budget amendment #25-30, which appropriates grant funds from the Cabarrus Health Alliance to be used towards Irish Buffalo Creek.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis received a grant from the Cabarrus Health Alliance to be used for efforts related to Irish Buffalo Creek Greenway.

The grant totals \$58,000 for the following:

1. Consultant Total: \$43,000

A consultant will be contracted to facilitate and guide the completion of the development, design documents, assessments for the Irish Buffalo Creek Greenway pedestrian bridge between Rogers Lake Rd & Hwy 3. Funding to include \$43,000 / 5 months = \$8,600 of consultant work/month. The developed design and development plans/assessments aim to improve access to parks, trails, greenways, and recreational facilities to ensure equitable access, convenience, and availability to physical activity spaces and opportunities. Consultant generated assessments and plans will be informed by the Active Communities Tool Assessment, specifically Module 2 Pedestrians and Bicyclists as well as Module 5 Parks and Recreational Facilities. The consultant will also collaborate with REACH staff to complete the Active People, Healthy Nation Action Plan. Additionally, all identified outcomes will include but not be limited to highlighting low cost & high investment solutions.

2. Other Direct Costs Total: \$15,000

Marketing (i.e. social media and print) and community engagement efforts will be conducted to increase and promote physical activity opportunities, transform public spaces, strengthen connection between people and places (i.e., placemaking) as well as create/improve routes (e.g., trails, sidewalks, bike lanes, etc.) that connect to these places. Allocated funds for this effort include: \$15,000.

Fiscal Implications

This budget amendment appropriates grant funds between the Cabarrus Health Alliance and the City of Kannapolis for consultant, marketing and community engagement efforts for the Irish Buffalo Creek Greenway. No local match by the City is required to fulfill this grant requirement.

Alternate Courses of Action

1. Motion to approve budget amendment #25-30, which appropriates grant funds from the Cabarrus Health Alliance to be used towards Irish Buffalo Creek **(Recommended)**.
2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. Exhibit C_Approved Budget_County Specific Partners Kannapolis 2.25.25 (002)
2. 2025-21 Ordinance Amending Budget #25-30 appropriating grant funds CHA and Irish Buffalo Creek Greenway

Exhibit C: Approved Budget

1. Name of Contractor/ Sub-recipient: City of Kannapolis
2. Method of Selection: All contractors are selected based on guidelines in the Public Health Authority of Cabarrus County's Purchasing Policy, Section I. Bidding Process.
3. Period of Performance: September 30, 2024 – September 29, 2025
4. Scope of Work is detailed in a Memorandum of Agreement between The Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance and City of Kannapolis
5. Detailed Budget and Justification for Component A: \$58,000
 - i. Consultant Total: \$43,000

A consultant will be contracted to facilitate and guide the completion of the development, design documents, assessments for the Irish Buffalo Creek Greenway pedestrian bridge between Rogers Lake Rd & Hwy 3. Funding to include \$43,000 / 5 months = \$8,600 of consultant work/month. The developed design and development plans/assessments aim to improve access to parks, trails, greenways, and recreational facilities to ensure equitable access, convenience, and availability to physical activity spaces and opportunities. Consultant generated assessments and plans will be informed by the Active Communities Tool Assessment, specifically Module 2 Pedestrians and Bicyclists as well as Module 5 Parks and Recreational Facilities. The consultant will also collaborate with REACH staff to complete the Active People, Healthy Nation Action Plan. Additionally, all identified outcomes will include but not be limited to highlighting low cost & high investment solutions.
 - ii. Other Direct Costs Total: \$15,000

Marketing (i.e. social media and print) and community engagement efforts will be conducted to increase and promote physical activity opportunities, transform public spaces, strengthen connection between people and places (i.e., placemaking) as well as create/improve routes (e.g., trails, sidewalks, bike lanes, etc.) that connect to these places. Allocated funds for this effort include: \$15,000.
6. Method of Accountability:
 - a. Cabarrus Health Alliance will comply with the agency's Purchasing Policy to ensure accountability. Sub-recipient activities will be monitored by the Program Administrator and Finance Director.
 - b. The City of Kannapolis will:
 - i. Maintain frequent communication with Cabarrus Health Alliance.

- ii. Submit annual audit report to Cabarrus Health Alliance. If the agency is not required to have a program-specific audit, Cabarrus Health Alliance will be permitted to perform adequate monitoring of sub-recipient activities, including independent auditor access to the sub-recipient's records and financial statements.
- iii. Report names and total compensation of each of the sub-recipient's five most highly compensated executives for the preceding completed fiscal year by request.
- iv. Report any actions that obligate more than \$25,000 or more in Federal funds.

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-30**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 10th day of March 2025, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

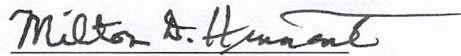
Description: This budget amendment appropriates grant funds between the Cabarrus Health Alliance and the City of Kannapolis for consultant, marketing and community engagement efforts for the Irish Buffalo Creek Greenway. No local match by the City is required to fulfill this grant requirement.

SECTION I – GENERAL FUND

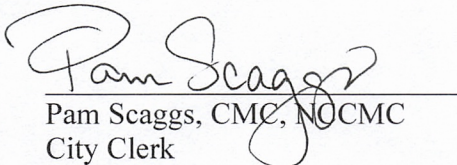
Revenue:	Increase: Parks: Private Grants	\$58,000
	Revenue: 15010-34800-IBC	

Expenditure:	Increase: Parks: Contracted Services	\$58,000
	Expenditure: 15010-48000-IBC	

This ordinance is approved and adopted on this 10th day of March 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, CMC, NOCMC
City Clerk



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - February 10, 2025 Closed Session **APPROVED**

Recommended Action Requested by City Council

Motion to approve minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

None



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - February 24, 2025 Business Meeting **APPROVED**

Recommended Action Requested by City Council

Motion to approve minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

1. 2025.02.24 Business Meeting Minutes

**CITY OF KANNAPOLIS
CITY COUNCIL
WORK SESSION MEETING MINUTES
February 24, 2025**

A regular meeting of City Council of the City of Kannapolis, North Carolina was held on Monday, February 24, 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

Assistant City Manager: Tina Cline

Assistant City Manager: Wilmer Melton

City Attorney: Andrew Kelly

City Clerk: Pam Scaggs

Information Technology: Tony Eury
David Jordon

Staff Present:	Richard Smith	Alex Anderson
	Annette Privette-Keller	Terry Spry
	Gerald Faulkner	Gary Mills
	Michael Rattler	Betsy Barnette
	Samantha Keck	Kirk Beard
	Kristin Jones	Irene Wong

Visitors Present:	Joe Hatley	Travis Roseboro
	Mark Comer	Sophia Wilkerson
	Pam Smith	Zach Erwin
	Joshua Teague	Claudia Teague
	Dana Coulter	Tony Peek
	Judy Hammett	Mark Spitzer

Moira Hunter	Bridgette Bell
Larry Bell	Naomi Hatchell
Babila Fometeh	April Funderburke
Nanette Peek	Hanna Chase
Antoine Peek Jr.	

CALL TO ORDER AND WELCOME

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

OATH OF OFFICE

Mayor Hinnant provided a brief background on the new City Attorney, Andrew Kelly, and explained that the previous City Attorney, Wally Safrit, will continue to serve as City Attorney Emeritus. City Clerk Pam Scaggs administered the Oath of Office to Mr. Kelly.

RECOGNITION

Mayor Hinnant provided a brief background on the previous City Clerk, Bridgette Bell and presented her with the Order of the Long Leaf Pine, stating that it is one of the highest awards granted by the Governor of North Carolina and recognizes individuals who have made extraordinary contributions to the state through exemplary service or significant achievements.

PROCLAMATION

Mayor Hinnant read a Proclamation recognizing February 21, 2025, as Government Communicators Day. He presented the Proclamation to City of Kannapolis Communication Director, Annette Privette-Keller as well as to Community Engagement Specialists, Betsy Barnett and Samantha Keck.

ADOPTION OF AGENDA

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

CONSENT AGENDA

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

Approval to apply for NC Accessible Parks Grant for Bakers Creek Park Restroom Building (Gary Mills, Parks & Recreation Director) (Copy included as Exhibit A)

Resolution amending Section 9.42 Private Use Zone Maps of the Kannapolis Code of Ordinances for Downtown Private Use Zones. (Richard Smith, Planning Director) (Copy included as Exhibit B)

Resolution of Intent to consider withdrawal from dedication a portion of right-of-way known as Cannon Baller Way from the parking area east of West Avenue to the intersection with South Main Street. (Richard Smith, Planning Director) (Copy included as Exhibit C)

Ordinance for Budget Amendment #25-29, appropriating funds for ALERTUS system. (Kristin Jones, Budget and Strategy Director) (Copy included as Exhibit D)

1 Appointment of Danny Scott as Trustee for the North Carolina State Firefighters Association Relief
2 Fund. (Kirk Beard, Deputy Fire Chief) (Copy included as Exhibit E)

3
4 Work Session Meeting Minutes – February 10, 2025 (Pam Scaggs, City Clerk)

5
6 **BUSINESS AGENDA**

7 **Public Hearing – Voluntary Annexation (A-2025-01) of approximately 50.569 +/- acre portion**
8 **of an existing 53.181-acre tract of contiguous property located at 3397 Camp Julia Road**
9 **(Cabarrus County Parcel Identification Number 56334589390000) and consider a motion to**
10 **extend the Corporate Limits of the City of Kannapolis. (Richard Smith, Planning Director)**
11 **(Copy included as Exhibit F)**

12 Planning Director, Richard Smith, stated that that applicant, QTR Development Partners, LLC, has
13 requested annexation of a 50.569-acre portion of an existing 53.181-acre tract located on Camp Julia
14 Road. He noted that part of the property is already located within the City of Kannapolis, and that the
15 request aims to annex the remaining portion. Mr. Smith referred Council to several maps to provide
16 a clearer understanding of the property's location and to highlight the proximity of existing City
17 utilities. He concluded by offering to answer any questions.

18
19 Councilmember Dayvault asked for clarification that the parcel located at 3397 Camp Julia Road is
20 the sole property proposed for annexation and that no other properties would be impacted. Mr. Smith
21 confirmed this to be correct.

22
23 There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing
24 which was then closed with no public comment made.

25
26 Councilmember Jackson made the motion to adopt an Ordinance extending the corporate limits of the
27 City, second by Councilmember Kincaid, and the motion was unanimously approved.

28
29 **Public Hearing – Voluntary Annexation (A-2025-02) of approximately 0.38 +/- acres of**
30 **noncontiguous property located at 9172 Davidson Highway. (Cabarrus County Parcel**
31 **Identification Number 46823091760000) and consider a motion to extend the Corporate Limits**
32 **of the City of Kannapolis (Richard Smith, Planning Director) (Copy included as Exhibit G)**

33 Mr. Smith identified the property for annexation as being located at 9172 Davidson Highway and the
34 applicant as Sustar/Little, LLC. He noted that the applicant is requesting to annex a 0.38 +/- acre
35 portion of an existing 4.11 +/- acre parcel and utilized several maps to further illustrate the property
36 location. He concluded and offered to answer any questions.

37
38 There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing
39 which was then closed with no public comment made.

40
41 Councilmember Dayvault made the motion to adopt an Ordinance extending the corporate limits of
42 the City, second by Councilmember Dixon, and the motion was unanimously approved.

43
44 **Public Hearing & Order – Request to consider withdrawal from dedication a portion of right-**
45 **of-way known as Central Avenue in the area located from the edge of the intersection with West**
46 **D Street to the edge of the intersection with Dale Earnhardt Boulevard, and consideration to**

approve an Order to close said portion of Central Avenue. (Richard Smith, Planning Director)
(Copy included as Exhibit H)

Mr. Smith stated that the applicant, Kannapolis Land Partners, LLC., has submitted a request to close a portion of Central Avenue. He used several maps to illustrate the exact location of the street segment proposed for closure.

Councilmember Dixon asked about the number of properties located along the street segment proposed for closure, and Mr. Smith estimated approximately a dozen homes, all owned by the same property owner. He confirmed for Councilmember Wilson that the homes are rental but is unsure how long residents would be given to move. Mr. Smith responded to Councilmember Kincaid that the homes are currently occupied.

Mayor Pro tem Berry raised concerns about demolishing existing homes for townhomes, but Mr. Smith explained that the future developer is offering to relocate the homes. He clarified for Councilmember Dixon that the future developer, not the property owner, was offering to relocate the homes, though a relocation site has not been identified. Councilmember Jackson asked about lease renewals, but Mr. Smith did not have information on that.

Councilmember Dayvault confirmed with Mr. Smith that the development will be located between Chestnut Avenue and Vance Street. Mr. Smith also confirmed to Councilmember Jackson that renovated homes located on Vance Street would be impacted.

There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing.

Travis Roseboro, 325 Central Avenue, expressed his desire to understand the reasons behind the proposed road closure. Mayor Hinnant explained that Council would first listen to residents' concerns during the Public Hearing, after which Mr. Smith would address any questions raised. Mr. Roseboro also voiced concerns about losing direct access to amenities, the impact of development, and the potential drawbacks of blocking Central Avenue, emphasizing that access was a key factor in his decision to purchase his home.

Dana Coulter, 328 Chestnut Avenue, expressed surprise at the proposed closure, noting that the GIS development map shows no indication of the development and lack of transparency about the proposed development. She highlighted the unique horseshoe-shaped layout of the area, where Chestnut Avenue connects to Vance Street, emphasizing concerns about traffic impacts and limited ingress and egress. She also raised questions about how the development would affect property values and taxes, pointed out that 58 homes in the surrounding neighborhood lie outside the development area. Ms. Coulter urged Council to preserve and protect these properties from further tax increases.

Mr. Smith explained that the property does not have to be rezoned because townhomes are permitted by right in the Center City (CC) zoning district and that the property is already zoned CC. He added that the street closure was requested to allow flexibility in creating a more urban product, featuring rear garage entries accessed via alleys. Mr. Smith added that the proposed development is not included on the Development Map because Council will have to consider a Development Agreement (DA) first and if approved, then the development will be added.

Councilmember Dayvault asked whether the proposed townhomes would be rental or owner-occupied and was informed that they are expected to be owner-occupied.

1 Mayor Pro tem Berry asked about timing of the DA, to which Mr. Smith responded that it would
2 likely be presented to Council at their April meeting. He also confirmed that he had been notified that
3 their leases will not be renewed and that the closing with the developer is to occur in the next few
4 months, speculating that the timing of the lease expiration coincides with the developer closing.
5 Mayor Hinnant asked for confirmation that the street would need to be removed to allow the property
6 to be cleared and the site redesigned, with the townhome project returning to the Council for further
7 consideration. Mr. Smith clarified that only the DA would need to come back to Council, as the
8 townhomes are allowed by right in the zoning district. He added that the street closure decision would
9 allow for a closer review of the townhome design.

10
11 Councilmember Jackson asked for confirmation that the DA cannot be activated until the street is
12 closed. Mr. Smith confirmed that this aligns with the developer's preferences, noting that the
13 development layout is included in the DA. He emphasized that the level of detail required for the DA
14 could only be achieved after the street closure.

15
16 There being no further questions or comments from staff or the public, Mayor Hinnant closed the
17 Public Hearing and called for a motion on the proposed street closure. Councilmember Dayvault
18 expressed concern regarding the demolition of homes, stating his opposition to the townhome project
19 and his disapproval of closing Central Avenue. Councilmember Dixon made the motion to approve
20 the Order to Close the said portion of Central Avenue, second by Councilmember Jackson. The
21 motion was approved with a 4 to 3 vote, with Councilmember Dayvault, Councilmember Wilson, and
22 Mayor Pro tem Berry opposing.

23 24 **CITY MANAGER REPORT**

25 City Manager, Mike Legg, reported that staff recently met with about six residents of the Fishertown
26 community to discuss the requested annexation. Mr. Legg indicated that the neighborhood
27 understands the challenges and length of time it will take to pursue the annexation. He added that the
28 neighborhood leadership will have their own public meeting to discuss residents' feelings and to share
29 the information staff provided before deciding next steps. Mr. Legg noted that the current consensus
30 is to proceed, and progress is expected to take about two to three years.

31 32 **CITY COUNCIL COMMENTS**

33 Councilmember Wilson mentioned that citizens have expressed interest in the possibility of televising
34 or broadcasting meetings. City Attorney Andrew Kelly advised that a formal agenda item wasn't
35 necessary; instead, a consensus among council members would suffice for the City Manager to
36 proceed with exploring costs and options. Mayor Hinnant polled each member, and the unanimous
37 consensus was to move forward. Staff will provide options and costs at a future meeting.

38 39 **SPEAKERS FROM THE FLOOR**

40 Sophia Wilkerson, 314 Ester Circle, expressed her support for televising Council meetings. Ms.
41 Wilkerson suggested that they could be made available via social media platforms like YouTube or
42 Facebook. She highlighted the benefits seen in neighboring areas and emphasized how this would
43 help those who are interested in the City's business but cannot attend meetings in person due to
44 physical or medical conditions. Ms. Wilkerson hope for positive feedback from council soon.

45
46 Zach Erwin, 903 Applewood Avenue, a civics and AP government teacher at A.L. Brown High
47 School, addressed the Kannapolis City Council regarding the Kannapolis Youth Council. Mr. Erwin

1 praised the Youth Council's potential but emphasized the need for more opportunities for students to
2 interact with City Council members. He suggested providing direct feedback, representation, and
3 involvement with different city departments, possibly through a model similar to Kannapolis 101.
4 Mr. Irwin highlighted the importance of involving community members and raising awareness of the
5 Youth Council's activities to ensure the youth have a voice in city matters.
6

7 Mark Comer, 1012 Fairway Drive, gave a presentation regarding “urban camping” and provided
8 pictures of Kannapolis resident, Tom Franklin’s property located behind Culver’s [Dale Earnhardt
9 Boulevard]. Mr. Comer emphasized issues regarding illegal encampments such as drug use,
10 shootings, and the significant associated cleanup costs. The presentation also showed homeless
11 individuals trespassing and leaving trash in various locations, including downtown Kannapolis and
12 near the train station. He urged the City of Kannapolis to enact or strengthen panhandling ordinances
13 and aggressively enforce them. Mr. Comer highlighted the negative impact of illegal encampments
14 on public health, safety, and property values and referenced a recent Supreme Court ruling that gives
15 cities more legal enforcement capabilities to combat illegal encampments and called for urgent action
16 to address the issue.
17

18 Jamie Logan, 1105 Township Pkwy, Belmont, NC, representing Cabarrus County as Miss Cabarrus
19 County 2025, shared her enthusiasm for promoting involvement in sports through her community
20 service initiative. Ms. Logan stated that she has partnered with Special Olympics and Girls on the
21 Run and looks forward to collaborating with the Cannon Ballers. She aims to make 100 appearances
22 in 150 days before competing for Miss North Carolina in June and is excited to serve the community.
23

24 Tony Peek, 94 Cresswell Drive, Concord, NC, founder and president of Peak Next Gen, presented
25 their educational and enrichment program that provides tutoring and mentorship for Title 1 students
26 in Kannapolis, focusing on STEM subjects and social-emotional learning. Mr. Peek indicated that
27 they are seeking community partnerships, volunteers, and grant funding. He noted that they had
28 requested a piece of land for an educational vegetable garden and highlighted their collaboration with
29 Kannapolis City Schools. Mr. Peek stated that they plan to start operations on March 4th with around
30 25 students from the Concord Lake STEM Academy and seek City Council support for their efforts.
31

32 There was discussion among Council regarding an unusual situation where someone requested to
33 speak a second time, which is not typically allowed per policy. The speaker requested to address the
34 decision to close Central Avenue. After discussion and with no objections, it was decided to allow
35 Dana Coulter to speak again.
36

37 Dana Coulter, 322 Chestnut Avenue, expressed gratitude to those who asked questions about the
38 closing of Central Avenue but voiced disappointment that the decision was made without a traffic
39 plan. Ms. Coulter emphasized the importance of due diligence, especially for a road closure leading
40 to Dale Earnhardt Boulevard and stated that as a taxpayer and neighborhood resident, she expected
41 thorough consideration before making such decisions. Ms. Coulter wanted to go on record stating her
42 disappointment with the process and thanked Council for listening.
43

44 Councilmembers Dayvault and Wilson discussed the need for an urban encampment ordinance
45 following Mr. Comer's presentation. Mr. Legg noted that staff have been working on a presentation
46 for about two months and plans to discuss it at the March 10th Council meeting. They continued to

1 share their concerns about the growing issue of tents and sleeping bags around the city, mentioning
2 specific locations like the Martin Luther King Bridge. They emphasized the need to address this
3 problem urgently, noting that it appears to be escalating. Overall, Council agreed that more
4 information and a detailed discussion on the urban encampment ordinance are necessary to find a
5 solution.

6
7 **CLOSED SESSION**

8 Mayor Pro tem Berry made the motion to go into closed session pursuant to NCGS 143.318.11 (a)
9 (5) for discussing the negotiating position regarding the acquisition of real property; and NCGS
10 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or
11 businesses in the area. The motion was seconded by Councilmember Wilson.

12
13 Councilmember Dayvault suggested revisiting successful practices from the early days of the Youth
14 Council, established by Mayor Moss in 2002 or 2003, to enhance its current operations. He
15 highlighted his positive experiences and the impact on his long-term involvement with the city. Mr.
16 Legg added that staff recently engaged with all departments and stated that while the current Youth
17 Council is fairly new, it is maturing and moving in the right direction. Mayor Hinnant emphasized
18 the importance of helping youth understand local government and develop leadership skills.
19 Councilmember Dayvault suggested having Youth Council members attend council meetings and sit
20 at the media table to share their observations and insights.

21
22 Mayor Hinnant reminded Council that there was a motion and a second on the floor regarding the
23 closed session and polled Council, who unanimously approved to go into Closed Session.

24
25 Council went into closed session at 7:18 PM.

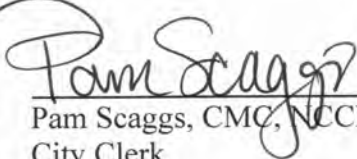
26
27 Councilmember Wilson made a motion to come out of closed session, second by Councilmember
28 Dayvault, and the motion was unanimously approved.

29
30 Council resumed regular session at 9:04 PM.

31
32 There being no further business, Councilmember Dixon made motion to adjourn, second by Mayor
33 Pro tem Berry, and the motion was unanimously approved.

34
35 The meeting adjourned at 9:04 PM on Monday, February 24, 2025.

36
37
38 
39 Milton D. Hinnant, Mayor

40
41 
42 Pam Scaggs, CMC, NCCMC
43 City Clerk



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - February 24, 2025 Closed Session **MOVED TO MARCH 24, 2025**
BUSINESS MEETING

Recommended Action Requested by City Council

Motion to Approve Minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

None



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Irene Wong, Economic & Community Development Director
Subject: **RESOLUTION** - Motion to approve a Resolution adopting a Language Access Plan **APPROVED**

Recommended Action Requested by City Council

Motion to approve the resolution to adopt the City of Kannapolis Language Access Plan

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City, in partnership with the Building Integrated Communities Program at the Institute for the Study of the Americas at UNC-Chapel Hill and Camino Community Development, has been working on a plan to better improve communication, outreach, and local government service delivery to the City's Latino residents, which is the fastest-growing segment of our community. City Council approved the development of such a plan on December 11, 2023.

The outcome of this effort is a Language Access Plan, which outlines the policies, procedures, and implementation steps to provide language access to all residents. Language access is a critical component to providing residents with equitable access to City services, supporting public safety, and fostering community engagement and well-being. Simply put, language access is providing people who speak languages other than English with reasonable and meaningful access to the same services as those who speak English. Several other North Carolina communities, including the City of Concord, have recently adopted language access plans.

Fiscal Implications

UNC's Building Integrated Communities Program has offered a \$25,000 grant to the City to help start the implementation of the Language Access Plan. Ongoing implementation costs will need to be reviewed and incorporated into future budget requests.

Alternate Courses of Action

1. **Approve the resolution to adopt the City of Kannapolis Language Access Plan (Recommended)**
2. Do not approve the resolution

Attachments

1. 2025-18 Resolution Adopting Language Access Plan

**RESOLUTION ADOPTING
CITY OF KANNAPOLIS
LANGUAGE ACCESS PLAN**

WHEREAS, the City of Kannapolis is committed to ensuring equitable access to municipal services for all residents, including those who speak languages other than English; and

WHEREAS, the Latino community is the fastest-growing segment of the City's population, underscoring the need for improved communication, outreach, and service delivery; and

WHEREAS, language access is critical to fostering public safety community engagement, and residents' overall well-being by ensuring all individuals have meaningful and reasonable access to City Services; and

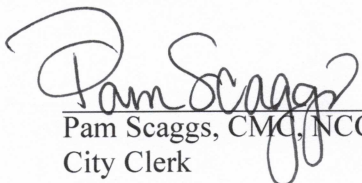
WHEREAS, the Language Access Plan aligns with the City's commitment to comply with Title VI of the Civil Rights Act of 1967; and

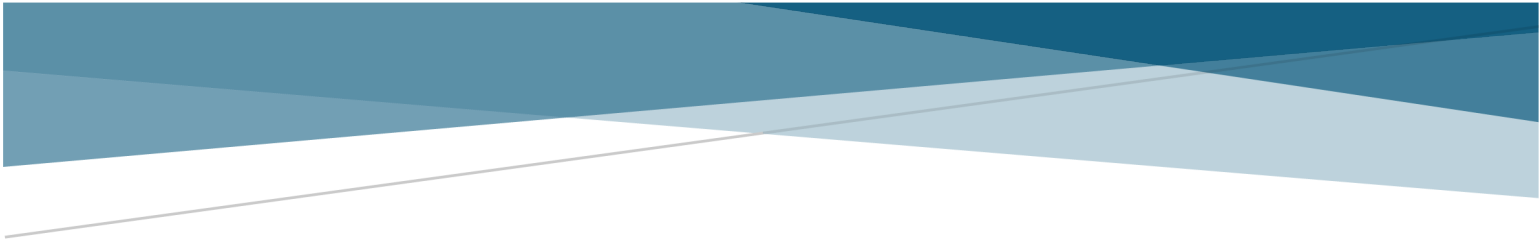
NOW, THEREFORE, BE IT RESOLVED that the City of Kannapolis City Council formally adopts the Language Access Plan as proposed, approving the policies, procedures, and implementation steps outlined within.

ADOPTED this the 10th day of March 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



KANNAPOLIS

LANGUAGE ACCESS PLAN

City of Kannapolis

*In Partnership with Camino Community Development
and Building Integrated Communities*

March 2025

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Introduction

Why is language access important?

The U.S. Census Bureau estimates that nearly 11% of Kannapolis residents speak a language other than English at home, based on the 2022 American Community Survey 5-year estimate. Of the residents who speak another language at home, 36% speak English less than “very well”. The City’s Latino and Asian populations have grown significantly, far outpacing overall population growth. While Kannapolis added 25% more residents between 2010 and 2022, our Latino population nearly doubled to 12% of the population, and our Asian population tripled to now representing 3% of the City’s residents. Census data show that 7.6% of Kannapolis residents are foreign-born. It is reasonable to expect the number of Kannapolis residents who speak a language other than English to continue to grow as the City grows and diversifies.

The City of Kannapolis is committed to providing quality services accessible to all residents. Language access is a critical component to providing residents with equitable access to City services, supporting public safety, and fostering community engagement and well-being. Simply put, language access is providing people who speak languages other than English with reasonable and meaningful access to the same services as those who speak English. While machine translation tools such as Google Translate are available, the technology has not met the standard of providing accurate translation for professional settings, including understanding context and language nuances.

This Language Access Plan provides recommendations for policies, procedures, and implementation steps to increase language access for Kannapolis residents. It is meant to be a guide and a “living document” that reflects changes to demographics, staff needs and resources, community priorities, and budgets over time.

Implementation of the Language Access Plan will help keep the City of Kannapolis in compliance with Title VI of the Civil Rights Act of 1964, the 1987 Civil Rights Restoration Act, Executive Order 13166, and other federal laws and regulations. These laws prohibit discrimination based on national origin, race, or color under programs or activities receiving federal financial assistance. Discrimination includes failing to provide meaningful access to individuals who have limited proficiency in English.

Background on the City of Kannapolis Language Access Plan

In 2024, the City of Kannapolis worked with the [Building Integrated Communities Program \(BIC\)](#) at the Institute for the Study of the Americas at UNC-Chapel Hill and with [Camino Community Development](#) and other interest holders to develop a Language Access Plan. Multiple front-facing departments from across the City were part of the task force that met monthly to guide this effort. This work included:

- Analyzing community demographic data
- Conducting and analyzing results from the Latino Strengths and Needs Assessment community survey
- Conducting and analyzing results from an internal staff language access capacity survey

- Developing recommendations and steps to include in the Language Access Plan

The Kannapolis BIC team consisted of the following members:

City of Kannapolis staff:

- Betsy Barnette, Communications Specialist
- Jennifer H. Clarke, Captain, Police Department
- Tina Cline, Assistant City Manager
- Ana K. Contreras, Human Resources Technician, Fire Department
- Sherry Gordon, Community Development Program Administrator
- Nayeli G. Hernandez, Utility Billing Specialist, Customer Service
- Oscar Hopkins, Environmental Operations Manager
- Danielle Hough, Recreation and Special Event Coordinator, Parks & Recreation
- Elizabeth McCarty, Assistant Planning Director
- Irene Wong, Economic & Community Development Director

Camino Community Development Corporation:

- Juan Baldi3n, Community Researcher, Camino Research Institute
- Lennin Caro, Lead Community Researcher, Camino Research Institute
- Tim Hagler, Chief Public Affairs Officer
- Lidiz Mora, Community Researcher, Camino Research Institute
- Sarai Ordonez, Manager, Camino Research Institute

University of North Carolina-Chapel Hill, Institute for the Study of the Americas:

- Hannah Gill, Associate Director
- Brianna Gilmore, Program Associate
- Emily Spangenberg, Bilingual Program Coordinator, Building Integrated Communities

Assessment

This section shares data that shaped the creation of the Language Access Plan, including demographic information about the City of Kannapolis, an assessment of the City staff's capacity to provide meaningful language access, and survey data on community priorities and needs. Specifically, the assessment includes:

- 1) Demographic data from the U.S. Census and American Community Survey (ACS). The demographic data identifies the non-English languages spoken by Kannapolis residents and describes language proficiency in each language group.
- 2) A 2024 City of Kannapolis Departmental Language Access Capacity Survey, which the UNC BIC team distributed to all City staff.
- 3) Input from community partners with Latin American ancestry and/or with histories of migration in monthly BIC team meetings from May 2024 to December 2024.
- 4) A summary of results from Camino Research Institute's Latino Community Strengths and Needs Assessment (LCSNA) administered to Kannapolis residents.

The Kannapolis BIC team analyzed assessment information and data using the four-factor analysis, a framework that the Civil Rights Division of the United States Department of Justice (DOJ) recommends as a starting point to strategically allocate resources and services to facilitate language access.

Four-Factor Analysis

According to DOJ guidance on language access planning,¹ four factors can help government agencies identify how to best provide language access services, based on the specific needs and available resources in a given locale. The four factors are:

1. Number or proportion of LEP individuals² in the community
2. Frequency with which LEP individuals use City services or communicate with employees
3. Nature and importance of City services
4. Resources available and costs

The four-factor analysis helps agencies identify languages for translation and/or interpretation services and determine where resources might be needed to facilitate language access. Conclusions from the four-factor analysis can shift with changes in community demographics and with changes in City resources, staff capacity, and services. Therefore, it is important to regularly collect and analyze information about community demographics and City staff's capacity to provide language services.

Factor 1: Number or proportion of LEP individuals in the community

The first factor identifies the languages that Kannapolis residents speak, and, among these languages, which have higher proportions of people who report speaking English less than “very

¹U.S. Department of Justice, Civil Rights Division, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (June 12, 2002), <https://www.justice.gov/crt/doj-final-lep-guidance-signed-6-12-02>

² While the BIC team generally prefers to note individuals' preference for “Languages Other Than English,” we use the U.S. Census Bureau's terminology to refer specifically to its data (“LEP”).

well” in U.S. Census data. This factor helps determine which languages to prioritize in translating vital documents, for recruiting bilingual staff, and for securing other language services such as interpretation for the greatest number of Kannapolis residents.

12.6% of Kannapolis residents speak a language other than English, with Spanish being the most spoken, followed by Chinese, including Mandarin and Cantonese.³ As shown in Table 1, around 8.6% of Kannapolis residents speak Spanish at home, indicating that Spanish is their primary language.⁴ There are bilingual and multilingual individuals who speak Spanish and other languages that are not captured in this data point. For example, around 5% of Kannapolis residents born in the U.S. speak Spanish at home, but there are community members who can speak Spanish but may not use it as their primary language and therefore not recorded by the American Community Survey (ACS).⁵

Table 1: Speakers of languages other than English in Kannapolis

Non-English Language	Estimated No. of Speakers	Percent of Total Population
Spanish	4,258	8.6%
Asian and Pacific Island Languages	299	0.6%
Chinese (Incl. Mandarin, Cantonese)	297	0.6%
Indo-European languages	209	0.4%
Tagalog (Incl. Filipino)	174	0.4%

Source: ACS 2022 (5 yr. estimates); Table C16001

Since the City of Kannapolis is in both Cabarrus County and Rowan County, this Plan considers demographic data from both counties to identify community languages. Around 15% of Cabarrus County residents and 11% of Rowan County residents speak a language other than English.⁶ Spanish is the most common language other than English spoken across both counties as noted below in Table 2. Other non-English languages spoken in these counties include Telugu, Tamil, Gujarati, and Hindi, which are considered Other Indo-European languages⁷. Chinese, Vietnamese, and Hmong, considered Asian and Pacific Island languages, are also spoken in Cabarrus and Rowan counties⁸.

³ 2023 ACS (5 yr. estimates): S1601. Language Spoken at Home for the Population 5 Years and Over. U.S. Census Bureau

⁴ See footnote 5

⁵ 2022 ACS (5 yr. estimates): B16005. Nativity by Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over. U.S. Census Bureau

⁶ See footnote 5

⁷ 2021 ACS (5 yr. estimates). PUMA 3300 Cabarrus County (West) and PUMA 3400 Rowan County. U.S. Census Bureau.

⁸ See footnote 9

Table 2: Speakers of languages other than English in Cabarrus & Rowan County

Non-English Language	Cabarrus County		Rowan County	
	Estimated No. of Speakers	Percent of Total Population	Estimated No. of Speakers	Percent of Total Population
Spanish	19,459	9%	12,582	9%
Other Indo-European Languages	5,623	2.6%	1,532	1.1%
Asian and Pacific Island Languages	6,072	2.8%	704	0.5%
Other Languages	1,530	0.7%	426	0.3%

Source: ACS 2023 (5-year estimates); Table S1601

Speakers of non-English languages demonstrate various levels of English language proficiency. The ACS helps identify the languages spoken in various geographic locations and the ability of respondents to speak English on a scale of “not at all” to “very well.” An individual who does not speak English as their primary language and who rates their ability to speak English as “well,” “not well” or “not at all” is designated as Limited English Proficient (LEP) in Census data. Tables 3 and 4 show the self-rated English-speaking ability of residents who speak a language other than English in the City of Kannapolis, Cabarrus and Rowan counties. Around 3.4% of Kannapolis residents are considered to have Limited English Proficiency, with the majority being Spanish speakers.⁹

Table 3: Ability to speak English by languages spoken by Kannapolis residents

Language	Total Speakers	Estimated No. of LEP residents	Percentage of LEP residents to total speakers
Spanish	4,258	1,678	3.4%
Other Asian and Pacific Island Languages	299	87	0.2%
Chinese (Incl. Mandarin, Cantonese)	297	116	0.2%
Other Indo-European languages	209	9	0%

Source: ACS 2022 (5 yr. estimates); Table C16001

⁹ 2022 ACS (5 yr. estimates): C16001: Language Spoken at Home for the Population 5 Years and Over. U.S. Census Bureau

Table 4: Ability to Speak English by languages spoken by Cabarrus and Rowan County residents

Language	Total Speakers	Estimated No. of LEP residents	Percentage of LEP residents to total speakers
Spanish	32,041	12,663	39.5%
Other Indo-European Languages	7,155	1,796	25.1%
Other Asian and Pacific Island Languages	6,776	1,648	24.3%
Other Languages	1,956	412	21%

Source: ACS 2023 (5 yr. estimates); Table S1601

See Appendix B of this Plan for a complete write-up of demographic data, including countries of origin and availability of the internet and digital devices.

Factor 2: Frequency with which LEP individuals interact with City programs & services

The second factor identifies the community languages that City of Kannapolis staff most frequently encounter on the job. This factor, considered alongside demographic data on community languages, helps determine where to focus language access resources, which languages to prioritize for translations of vital documents, and which City departments have greater needs for language services. The BIC team distributed its Departmental Language Access Survey to City of Kannapolis employees in March of 2024 to better understand their language access resources and needs. A total of 137 employees responded to the survey.

According to the survey, Spanish is the language that City of Kannapolis staff encounter most frequently, with 75% of respondents noting that they encounter the language at least occasionally. Slightly more than a third of respondents in various departments noted that they encounter Spanish “very frequently” or “frequently.” In addition to Spanish, languages that staff encounter “very frequently” or “frequently” include American Sign Language, Chinese, French, Hindi and other unspecified languages from India, Russian, and Vietnamese. Staff also report having encountered Arabic, German, and unspecified languages from Asia, though less frequently (responding “not frequently” or “almost never”).

The departments that most frequently encounter languages other than English are Communications, Customer Service, Engineering, Fire, Parks & Recreation, Planning, Police, and Water Resources (Water & Sewer). Of these departments, staff in emergency services and in Parks & Recreation report encountering the widest variety of languages.

Slightly more than a third (36%) of respondents noted reaching out to bilingual coworkers for assistance with communications in Spanish, and assistance from bilingual colleagues represents staff’s most-used language assistance resource. Six respondents self-reported using Spanish on

the job. Of these six employees, four do not receive the City's bilingual pay incentive, and their skills have not been assessed (a requirement for employees who do receive the bilingual pay policy). Three of the four employees who use Spanish on the job and do not receive a pay stipend are part-time employees.

Several respondents also noted using Google Translate or similar applications to communicate with residents when needed, but many also noted limitations of doing so (residents prefer another method and staff need to use their personal cell phones to use an application or automated online service). Most City departments do not report a standardized method or procedure for requesting interpretation or translation when needed.

Most respondents noted that their departments do not use a standardized method to identify community members' preferred languages, to identify a need for interpretation or translation, or to collect data to track languages that staff encounter. Having procedures in place for the collection of these data could help staff more precisely and effectively identify residents' preferred languages and arrange for language services accordingly.

See Appendices D & E of this Plan for a complete questionnaire and summary of the Departmental Language Access Capacity Survey results.

Factor 3: Nature and Importance of City Services

The third factor helps identify which programs, services, and activities most benefit residents or have the greatest impact on their quality of life. The LAP is intended to apply to departments across the City of Kannapolis, particularly as they relate to facilitating public health, safety, and to providing meaningful access to services and participation in civic life. This includes providing translation of vital documents and interpretation (or in-language services) at meetings, community engagement events, and at City facilities. City departments that most frequently interact with the public, encounter languages other than English, and/or that encounter a wider variety of languages may need more resources to be able to best serve Kannapolis residents.

Factor 4: Resources Available and Costs

Staff in most City departments report having access to language assistance resources in the form of support from bilingual colleagues who are fluent in Spanish and English. Some departments (Fire, Planning, Police, and Water Resources) also report having used a contracted (third-party) organization for language assistance services. In the 2024 City of Kannapolis Departmental Language Access Capacity Survey, several respondents mentioned a desire to have more on-demand, City-provided interpretation services available to staff and support for staff to take Spanish classes to learn basic conversation skills.

Upon approval of the Language Access Plan in 2025, the City of Kannapolis and Camino Community Development Corporation are each eligible for funding to support the implementation of goals related to the Plan and to the Building Integrated Communities project. These funds can be used toward the City's initial language access budget.

Four-Factor Analysis: Conclusions

Community languages. Current data from the U.S. Census and from the 2024 City of Kannapolis Departmental Language Access Capacity Survey suggest that Spanish and Chinese are the top languages to prioritize for translation and, potentially, for in-language services at the City. In accordance with obligations outlined in Title VI of the Civil Rights Act of 1964, the City should plan to provide on-demand interpretation for any language (likely through a third-party language service provider, especially for languages other than Spanish or when bilingual staff who speak Spanish are not available). The City can anticipate providing translated documents and more services in Spanish and Chinese, given how frequently staff encounter Spanish in particular and the proportions of Kannapolis residents who speak Spanish or Chinese and self-rate their ability to speak English as less than “very well.” The City should regularly review demographic data and collect input from staff and community members and modify the identified community languages accordingly.

Data collection and language identification. Departments do not currently report consistently and systematically collecting data on languages that staff encounter. Collection of these data would help staff to accurately identify the languages that residents speak in their interactions with them, helping them provide the necessary language services and anticipate future budget priorities for language access.

City staff support and bilingual pay policy. Given that several respondents noted frustrations with using Google Translate or a similar application on their personal cell phones to communicate with residents who prefer to speak languages other than English, it is recommended that the City invest in alternatives to this practice. Recommended language access best practices include recruiting more qualified bilingual staff members to provide in-language services or interpretation/translation and providing access to a contracted third-party interpreter. This ensures greater accuracy in communications, which can lead to increased trust in local government services and more support for staff in serving all residents of Kannapolis.

Additionally, the City might consider reviewing its current bilingual employee pay policy to ensure that the languages included reflect current demographics; that pay is commensurate with the skills and time required of staff to provide in-language services, translation, or interpretation; that the current bilingual skills assessment process adequately meets City departments’ needs; and to consider whether the policy can apply to both full-time and part-time staff, given that some part-time staff report using bilingual skills on the job and do not receive the City’s bilingual pay increase.

Community Priorities

Every month, the Kannapolis BIC team discussed community priorities and how to effectively engage with immigrant community members who prefer to speak languages other than English. Discussions were informed by Census data, findings from Camino Research Institute’s Latino Community Strengths and Needs Assessment, and meetings with local community leaders. The following list synthesizes top priorities and language access policy recommendations from community leaders and members:

- **Building Trust:** Survey data and discussions with community leaders indicate that immigrant and refugee communities do not feel completely supported by their local government. It is important for local governments to build a rapport with their community to enhance service delivery and utilization. Recommendations for methods to build rapport are outlined below.
 - *Staff:* Increased representation of immigrant and multilingual community members among front-facing local government staff may create more welcoming environments. Training on cultural norms and communication styles may also be helpful to staff.
 - *Partner with Trusted Organizations:* Partnering with established local organizations (nonprofits, faith groups, churches, etc.) and businesses is an effective way of building trust and increasing access and utilization of resources. Such local organizations should be considered for contracting opportunities before considering other organizations and businesses based outside of Kannapolis.
- **Communication:** Local agencies and organizations have found that community members who prefer to speak languages other than English, as well as immigrant and refugee communities, may prefer to communicate and receive information through text messaging and social media platforms like WhatsApp, Facebook, or Instagram rather than through email or physical mail. Community organizations and leaders, like promotores de salud (community health workers), more effectively disseminate information through mechanisms such as actively managed WhatsApp groups.
- **Language access:** Translation of important materials that are accurate and culturally relevant may be an initial step to increase language access. Interpretation for community members engaging with government entities may aid in developing relationships and trust.

Language Access Policies

Language access policies establish the City's commitment to language access and how the City provides meaningful access to services, programs, and information for residents who prefer to communicate in languages other than English. These policies follow guidance outlined in the U.S. Department of Justice's [Language Access Assessment and Planning Tool for Federally Conducted and Federally Assisted Programs](#) and the Migration Policy Institute's [A Framework for Language Access: Key Features of U.S. State and Local Language Access Laws and Policies](#).

General Statement of Policy

The City of Kannapolis will provide timely, meaningful access to all City programs, resources, and services for individuals who prefer to speak languages other than English. Staff will inform community members of their right to free language services and secure these services to the best of their ability.

Policies for Notice of Availability of Language Assistance Services

1. The City will notify all residents of their right to interpretation and translation services at no charge.
2. Notifications will be provided in community languages, and services for other languages will also be provided upon request.
3. Notifications will provide basic information about available language services and how to request them.
4. Notifications will be posted in a variety of locations, which will include:
 - On television monitors in City Hall
 - On posters near facility doors
 - On the City's website
 - On City Council, Planning Commission, and Board of Adjustment agendas
 - On public hearing notices
 - In recreational flyers and brochures
 - On the City's social media pages
 - In points where residents come in person to request information or transact business (such as Customer Service, Fire, Police, Parks & Recreation, and Planning)
 - Verbal notice on the City's voicemail menu

Policies for Translation and Interpretation

5. The City will provide translation and interpretation services free of charge and in a timely manner.
6. The City will translate vital documents and information, including emergency communications, into the City's identified community languages.
 - City departments will determine what qualifies as a "vital" document within their units.
 - The City will translate vital documents into Spanish and provide other languages on demand or if review of community language data shows a need for them.

7. The City will make its best effort to use competent, trained, and culturally sensitive translators and interpreters, including the use and recruitment of qualified multilingual employees.
 - The City will not use minors as interpreters or translators, in accordance with ethical and other best practices related to language services.
 - Automatic (machine) translations will be vetted and edited by qualified translators and/or bilingual staff to ensure accuracy.
8. Interpretation may be requested for public meetings, small group meetings, or one-on-one interactions. Requests should be submitted as far in advance as possible to allow adequate time to arrange in-person interpretation services.
9. The City will make its best effort to provide on-demand interpretation for walk-in interactions or other situations in which advance notice is not possible.

Policies for Staff Training, Multilingual Employees, & Other Staff Support

10. City staff will complete training in best practices and ethical considerations related to language access. Training may include, but is not limited to:
 - Not relying on minors or residents' friends/family as interpreters or translators
 - How to recognize when to provide language assistance
 - Protocols for interacting with individuals who speak languages other than English (LOTE), including how to properly identify an individual's preferred language
 - How to identify and contact qualified bilingual staff members
 - How to locate and access translated materials
 - How to access contracted third-party interpretation services
 - Determining which language assistance services to request (simultaneous vs. consecutive interpretation, available language service providers, etc.)
 - General overview of the Language Access Plan, including tracking language assistance requests
11. All staff will be trained on the Language Access Plan upon adoption of the Plan, upon hire, and periodically throughout their tenure with City as refresher training and/or as new language access needs arise.
12. Multilingual staff who provide in-language services and translation and/or interpretation skills will be assessed for language proficiency as well as interpretation and/or translation skills before providing services.
13. Qualified multilingual staff who provide in-language services and translation and/or interpretation will be eligible to receive the City's bilingual pay incentive.
14. Multilingual staff who voluntarily provide in-language services and for translation and/or interpretation skills will be trained on expectations for providing in-language services, translation, and/or interpretation, including when and how to determine whether a request for assistance is most appropriate to provide in-house or to send to an external service provider.
15. Qualified multilingual staff who provide language services can participate in professional development opportunities and training to support their provision of in-language services, translation, and/or interpretation.

Policies for Language Access Services Assessment & Evaluation of Plan

16. The City will review its Language Access Plan annually to assess its effectiveness for community members and staff.
17. The City will review demographic data and seek community input to determine whether the Language Access Plan provides meaningful access to City programs, services, resources, and information.
18. The City will conduct a biannual language access survey to evaluate staff language services capacity.
 - The survey will identify the use of existing language access services, staff needs for language access support, multilingual staff's use of language skills and needs for support, and other information as needed.
 - The survey may also be used to identify language access training needs.

Policies for Language Access Reporting, Monitoring, and Compliance

19. The City will prepare a compliance report every two years documenting language services provided during each fiscal year. This report may include:
 - Reporting on the City's language assistance services, including the use of language services and tracking of language assistance requests; and
 - Community feedback on the effectiveness of the LAP and language services provided by the City.
20. The City will notify individuals who prefer to speak languages other than English of their right to make a complaint of discrimination based on a failure to adequately provide language services.
 - Notifications will be available in community languages.
 - Individuals can submit written complaints on the Title VI Complaint Form to the City's Title VI Coordinator.
21. The City's Title VI Coordinator will collect and respond to all language access complaints in accordance with the City's Title VI Plan, and all correspondence on submitted complaints will be in complainants' preferred languages.

Language Access Procedures

This section outlines key procedures that the City of Kannapolis will adopt to carry out the policies described in the previous section. The City will regularly review the procedures described below and revise them as needed to better serve community members who prefer to speak languages other than English and to support staff in providing language assistance.

Determining the Need for Language Assistance

- City staff will not solely rely on their own assessment of community members' preferred language(s) in determining the need for interpretation or translation. The following are examples of how staff may determine community members' preferred language:
 - Community members' self-identification or notification of preferred language;
 - "I Speak" or interpretation request cards;
 - Assistance from a telephonic interpretation service; and
 - Assistance from a qualified bilingual staff member.
- The City of Kannapolis BIC task force will review demographic data and survey employees who interact with the public, seek input from community members who speak languages other than English, and review the City's use of language services to identify changes in language assistance needs.
- The BIC task force will identify a system and develop a procedure for logging languages encountered/services requested.

Requesting Translation and/or Interpretation Services

- Staff will receive guidance and reference sheets for requesting interpretation and translation. This guidance will include how and when to request services through qualified bilingual staff or a third-party contractor.

Staff Training & Orientation on the City's Language Access Plan

- The City's Human Resources Director and ADA Coordinator will be responsible for identifying and implementing staff training on language access.

Language Access Implementation Plan

The Language Access Implementation Plan outlines steps the City will take over the year following approval of the Plan to implement the Policies and Procedures outlined above. After considering the elements of the four-factor analysis described in the Assessment section of this document, and after weighing community priorities and current City resources for language access, the implementation plan identifies following goals:

- **Goal #1: Identify how the City’s language access services will be structured and budgeted for in upcoming years.**
 - The BIC task force will serve as the inaugural committee to determine who will coordinate language access services and how the City will budget for services such as interpretation and translation.
 - The BIC task force will work with the City Manager’s Office and with the Human Resources Department to draft procedures for how staff and the public can request language services, how requests to qualified bilingual staff will be managed, how staff will track requests for language access within their departments, and how the Plan will be monitored and updated.
 - The task force will work with the City to determine procurement processes for working with contract (external) language services providers.
- **Goal #2: Create a community outreach plan for the Language Access Plan. This plan will:**
 - Include the drafting of notifications of the public’s right to free language services that the City will provide and “I Speak” cards for community members to identify their preferred languages.
 - Identify opportunities to work with community partners to publicize the approval of the Language Access Plan and how residents can access language services.
 - Identify platforms and sites to communicate information about language access services and to build other engagement opportunities with community members who prefer to speak languages other than English.
- **Goal #3: Select a variety of qualified language service providers for the City’s translation and interpretation needs in community languages.**
 - Identify language service providers with whom the City may contract for translation of documents and/or interpretation at meetings and events.
 - Contract with language service provider(s) who can provide on-demand interpretation in a variety of languages.
 - Create a list of qualified bilingual staff members who can provide language services, including information on parameters around requests to them.

- **Goal #4: Develop preliminary guides, procedures, and training materials to support staff's facilitation and provision of language services.** This may include:
 - A database or guide for City employees that includes information on how to request language services, when and how to include interpretation at meetings at events, how to request translation of documents, and/or how to access language services on demand (for example, in a phone call).
 - Working with departments to identify their vital documents.
 - Training for qualified bilingual staff on parameters regarding language assistance requests.
 - Staff training and professional development opportunities related to language access.

- **Goal #5: Begin translating vital documents/information and increase use of interpretation during City meetings and events.**
 - Work with departments to identify and translate vital documents, which may include forms, applications, emergency communications, and outreach or publicity.
 - Identify pertinent meetings or events to pilot the City's interpretation services, such as public hearings, engagement events, listening sessions, etc.
 - Work with the Communications department to make more translated City forms, applications, and information available online.
 - Add a translate button to the City's website to assist users who prefer to speak languages other than English better access digital materials. While automatic (machine) translation is not a perfect solution and generally materials translated by a qualified person is preferred, this can help provide immediate assistance navigating the City's website and locating resources.

Appendix A: Definitions

Bilingual/Multilingual: A person who is bilingual is fluent in two languages, and a person who is multilingual is fluent in two or more languages. Someone who is bilingual or multilingual may be able to communicate in two or more languages, but they are not necessarily qualified to translate or interpret (see “**Qualified Interpreter or Translator**”).

Bilingual/Multilingual Staff: A City staff member who has a demonstrated and verified proficiency in both English and at least one other community language. Here, bilingual/multilingual staff may also refer to staff who are able to perform their job duties in two or more languages.

Born outside of the U.S or Foreign-born: The U.S. Census Bureau uses the term “foreign-born” to refer to anyone who is not a U.S. citizen at birth. This includes naturalized U.S. citizens, non-citizen U.S. nationals, lawful permanent residents (immigrants), temporary migrants (such as foreign students), humanitarian migrants (such as refugees and asylees), and unauthorized migrants.¹⁰

Born in the U.S or Native-born: The U.S. Census Bureau uses the terms “native” and “native-born” to refer to anyone born in the United States, Puerto Rico, a U.S. Island Area (Guam, the Commonwealth of the Northern Mariana Islands, or the U.S. Virgin Islands), or abroad of a U.S. citizen parent or parents.¹¹

Community Languages: In this Plan, “community languages” refers to languages other than English that Kannapolis residents most commonly speak at home and that have the highest proportions of individuals who rate their English proficiency as less than “very well” in U.S. Census data.

English Language Learner (ELL): An alternative to “English as a Second Language (ESL)”, “ELL” is commonly used in educational settings to refer to students whose primary or preferred language(s) is not English. ELL, as opposed to ESL, also recognizes that students may speak more than one language other than English – in other words, that English is not always a “second” language.

Immigrant: Any person who is not a citizen or national of the United States who is present in the United States, except for those admitted specifically under non-immigrant categories. This definition includes those who entered the U.S. under an immigrant status and those that entered the U.S. without undergoing an inspection.¹²

In-Language Services: Job-related services that are provided directly in languages other than English, without the use or aid of an interpreter or translator.

Interpretation: The process of adapting oral speech from one language to oral speech in another language, either simultaneously or delayed (consecutive), without loss or change in meaning. An

¹⁰ U.S. Census Bureau, “Frequently Asked Questions (FAQs) About Foreign Born,” <https://www.census.gov/topics/population/foreign-born/about/faq.html>.

¹¹ U.S. Census Bureau, “About the Foreign-Born Population,” <https://www.census.gov/topics/population/foreign-born/about.html>

¹² *Immigration and Nationality Act*, 8 U.S.C. §1101 “Definitions”, <https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title8-section1101&num=0&edition=prelim>

interpreter must be competent and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect and terminology used by the individual who speaks a language other than English.¹³

Language Access: Providing individuals with limited English proficiency (LEP) reasonable and meaningful access to the same services as individuals who speak English.¹⁴ It also refers to the laws and policies that guarantee people access to written, verbal, or visual materials or services in their preferred languages.¹⁵

Language Access Plan (LAP): A set of policies, procedures, and implementation steps established to provide the most effective services for individuals who prefer to communicate in a language other than English.

Languages Other Than English (LOTE): An alternative to “Limited English Proficiency.” The use of “LOTE” is an example of asset-based language that emphasizes language skills that individuals have, rather than focusing on level of proficiency in English.

Limited English Proficiency (LEP): The U.S. Census Bureau’s term for individuals with limited ability to communicate (e.g. speak, read, write, or understand) effectively in English. According to the U.S. Census Bureau classification, an individual with LEP is anyone above the age of five who reported speaking English less than “very well”. The Bureau’s classifications are “very well,” “well,” “not well,” and “not at all”. The term “LEP” is deficit-focused; unless referring directly to Census data, this Plan uses “persons who speak a language other than English (LOTE)” as an alternative in most cases (see “**Languages Other Than English**”).

Meaningful Access: According to the United States Department of Justice, “language assistance that results in accurate, timely, and effective communication at no cost to the individual with LEP needing assistance” and that is not significantly delayed, restricted, or inferior to access provided to individuals who are proficient in English.¹⁶ The City of Knapolis can provide meaningful access to programs, services, and information by proactively eliminating communication barriers and ensuring that any individual can effectively communicate with the City in their preferred language.

Naturalized Citizen: Naturalized citizens are foreign nationals who have become U.S. citizens after completing the requirements in the Immigration and Nationality Act.

Preferred Language(s): The language(s) in which a person feels most empowered to express themselves and understand information. An individual may prefer different languages for spoken, sign, and/or written communications, depending on the nature and context of information being

¹³ U.S. Department of Justice, “Language Access Assessment and Planning Tool for Federally Conducted and Federally Assisted Programs,” May 2011, 5.

https://www.lep.gov/sites/lep/files/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

¹⁴ “Frequently Asked Questions on Legal Requirements to Provide Language Access Services,” Migration Policy Institute, <https://www.migrationpolicy.org/programs/language%C2%A0access-translation-and-interpretation-policies-and-practices/frequently-asked>.

¹⁵ Haskins, 2022.

¹⁶ United States Department of Justice, “Department of Justice Language Access Plan,” <https://www.justice.gov/atj/departments-justice-language-access-plan#appendix>.

exchanged. For example, a person may prefer to speak in Burmese during an appointment, but read detailed written information in Thai.

Qualified Interpreter or Translator: “An individual who has been assessed for professional skills, demonstrates a high level of proficiency in at least two languages, and has the appropriate training and experience to interpret and/or translate with skill and accuracy while adhering to the National Code of Ethics and Standards of Practice.”¹⁷ This is different than a certified interpreter or translator, who has taken additional steps to meet the requirements and pass the exams of a certifying body for their specific profession (e.g. Certified Medical Interpreter, Certified Court Interpreter, or Certified Translator).

Refugee: A person who has been forced to cross national boundaries due to war, violence, conflict, or persecution and cannot return home safely. Formal refugee status, which allows for permanent, legal settlement in a new country and the protection of rights under the 1951 UN Refugee Convention, can be granted under certain circumstances by the United Nations.¹⁸

Safe Harbor Guideline: Often used alongside the Four-factor Analysis, this guideline provides parameters for identifying strategic language groups in need of agency focus, particularly as they pertain to translation of vital documents. The Safe Harbor parameters are: 1) 5% or 1,000, whichever is less, of the population eligible to be served or likely to be affected or encountered, and 2) if there are fewer than 50 people in a language group that reaches the 5% trigger above, the recipient instead can provide translated written notice of the right to receive competent oral interpretation of vital documents, free of cost.¹⁹

Sight Translation: The process of transforming a written message in the source language into a spoken message in the target language, often at the time of contact with the individual who prefers to communicate in the target language.

Title VI of the Civil Rights Act of 1964: This federal law protects people from discrimination based on race, color, or national origin in programs or activities that receive federal financial assistance. Under Title VI, agencies must take reasonable steps to make their programs, services, and activities accessible to individuals who prefer to communicate in a language other than English.

Translation: The process of adapting written text in one language to written text in another language, with consistent and accurate meanings.

Vital Documents: Forms and informational materials published and maintained by local governments that are critical for communication, access to resources and services, and civic participation. Vital documents are generally considered priority documents for translation, since they are crucial for residents’ access to activities, services, programs, and other resources the City offers. Vital documents include but are not limited to: applications; consent forms; complaint

¹⁷ “FAQs-Translators and Interpreters,” National Council on Interpreting in Health Care, accessed January 24, 2023, <https://www.ncihc.org/faq-translators-and-interpreters>.

¹⁸ “What Is a Refugee? Definition and Meaning,” USA for UNHCR, accessed January 24, 2023, <https://www.unrefugees.org/refugee-facts/what-is-a-refugee/>.

¹⁹ U.S. Department of Justice, “Guidance to Federal Financial Assistance Recipients,” June 2022.

forms; intake forms, letters or notices pertaining to eligibility for benefits; letters or notices that require a response; documents that must be provided by law; and notices regarding the availability of free language assistance services for individuals who prefer to speak languages other than English.²⁰

²⁰ “Civil Rights FAQs: 707- What is a vital document?”, United States Department of Health and Human Services, accessed 4/15/2024 from <https://www.hhs.gov/civil-rights/for-individuals/faqs/what-is-a-vital-document/707/index.html>.

Appendix B: The City of Kannapolis and Cabarrus and Rowan County Demographics

From 2018-2022, the total population of the City of Kannapolis was about 53,314 people²¹. The City of Kannapolis's race and ethnicity breakdown mirrors that of North Carolina with White individuals as the majority followed by Black and then Hispanic or Latino residents. As seen in Table 1 below, around 21% of Kannapolis residents are Black and around 12.2% are Hispanic or Latino residents²².

Table 1: Ethnicity by Race in Kannapolis and North Carolina

	Percentage of Kannapolis residents	Percentage of NC residents
White Alone	58.7%	61.7%
Black Alone	21.9%	20.7%
Hispanic or Latino Alone	12.2%	10%
Asian Alone	2.3%	3.1%
Two or More Races	4.4%	3.3%
Other	0.5%	2.2%

Source: ACS 2022 (5 yr. estimates), Table A04001

Kannapolis's residents born outside of the U.S. come from several different countries. About 3,655 or 6.9% of City residents were born outside of the U.S., with around 42% are naturalized citizens.²³ Overall, local trends in the growth of both Latin American- and Asian-born populations in Kannapolis mirror recent migration patterns that exist statewide. The majority of foreign-born residents arrived in the United States between 2000-2009.²⁴

²¹ 2022 ACS (5 yr. estimates) Table A04001: Hispanic or Latino by Race. U.S. Census Bureau.

²² See footnote 1

²³ 2022 ACS (5 yr. estimates). Table A06001: Nativity by Citizenship Status. U.S. Census Bureau.

²⁴ 2022 ACS (5 yr. estimates). Table B05007: Place of Birth by Year of Entry by Citizenship Status for the Foreign-Born Population. U.S. Census Bureau.

Table 2: Top countries of origin for Kannapolis residents born outside the U.S.

Country of Origin	Population Estimate	Percentage of residents not born in the U.S.
Mexico	1,452	39.7%
India	295	8.1%
China (including Hong Kong and Taiwan)	228	6.2%
The Philippines	174	4.8%
Cuba	162	4.4%
Jamaica	124	3.4%

Source: ACS 2022 (5 yr. estimates), Table B05007

12.6% of Kannapolis residents speak a language other than English, with Spanish being the most spoken, followed by Chinese, including Mandarin and Cantonese.²⁵ As shown in Table 3, around 8.6% of Kannapolis residents speak Spanish at home, indicating that Spanish is their primary language²⁶. There are bilingual and multilingual individuals who speak Spanish and other languages that are not captured in this data point. For example, around 5% of Kannapolis residents born in the U.S. speak Spanish at home, but there are community members who can speak Spanish but may not use it as their primary language and therefore not recorded by the American Community Survey (ACS).²⁷

Table 3: Speakers of languages other than English in Kannapolis

Non-English Language	Estimated No. of Speakers	Percent of Total Population
Spanish	4,258	8.6%
Asian and Pacific Island Languages	299	0.6%
Chinese (Incl. Mandarin, Cantonese)	297	0.6%
Indo-European languages	209	0.4%
Tagalog (Incl. Filipino)	174	0.4%

Source: ACS 2022 (5 yr. estimates); Table C16001

The City of Kannapolis is located in both Cabarrus County and Rowan County. Around 15% of Cabarrus County residents and 11% of Rowan County residents speak a language other than English.²⁸ Spanish is the most common language other than English spoken across both counties as noted below in Table 4. Other non-English languages spoken in these counties include Telugu, Tamil, Gujarati, and Hindi, which are considered Other Indo-European Languages²⁹. Chinese,

²⁵ 2023 ACS (5 yr. estimates): S1601. Language Spoken at Home for the Population 5 Years and Over. U.S. Census Bureau

²⁶ See footnote 5

²⁷ 2022 ACS (5 yr. estimates): B16005. Nativity by Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over. U.S. Census Bureau

²⁸ See footnote 5

²⁹ 2021 ACS (5 yr. estimates). PUMA 3300 Cabarrus County (West) and PUMA 3400 Rowan County. U.S. Census Bureau.

Vietnamese, and Hmong, considered Asian and Pacific Island languages, are also spoken in Cabarrus and Rowan counties³⁰.

Table 4: Speakers of languages other than English in Cabarrus & Rowan County

Non-English Language	Cabarrus County		Rowan County	
	Estimated No. of Speakers	Percent of Total Population	Estimated No. of Speakers	Percent of Total Population
Spanish	19,459	9%	12,582	9%
Other Indo-European Languages	5,623	2.6%	1,532	1.1%
Asian and Pacific Island Languages	6,072	2.8%	704	0.5%
Other Languages	1,530	0.7%	426	0.3%

Source: ACS 2023 (5-year estimates); Table S1601

Speakers of non-English languages demonstrate various levels of English language proficiency. The ACS helps identify the languages spoken in various geographic locations and the ability of respondents to speak English on a scale of “not at all” to “very well”. An individual who does not speak English as their primary language and who rates their ability to speak English as “well,” “not well” or “not at all” are designated as Limited English Proficient (LEP). Tables 5 and 6 show the self-rated English-speaking ability of residents who speak a language other than English in the City of Kannapolis, Cabarrus and Rowan counties. Around 3.4% of Kannapolis residents are considered to have Limited English Proficiency, with the majority being Spanish speakers.³¹

Table 5: Ability to speak English by languages spoken by Kannapolis residents

Language	Total Speakers	Estimated No. of LEP residents	Percentage of LEP residents to total speakers
Spanish	4,258	1,678	3.4%
Other Asian and Pacific Island Languages	299	87	0.2%
Chinese (Incl. Mandarin, Cantonese)	297	116	0.2%
Other Indo-European languages	209	9	0%

Source: ACS 2022 (5 yr. estimates); Table C16001

³⁰ See footnote 9

³¹ 2022 ACS (5 yr. estimates): C16001: Language Spoken at Home for the Population 5 Years and Over. U.S. Census Bureau

Table 6: Ability to Speak English by languages spoken by Cabarrus and Rowan County residents

Language	Total Speakers	Estimated No. of LEP residents	Percentage of LEP residents to total speakers
Spanish	32,041	12,663	39.5%
Other Indo-European Languages	7,155	1,796	25.1%
Other Asian and Pacific Island Languages	6,776	1,648	24.3%
Other Languages	1,956	412	21%

Source: ACS 2023 (5 yr. estimates); Table S1601

Data from local school systems can provide further detail on community languages. The number of English Language Learners (ELLs) in local schools has increased in recent years, as noted in Table 7. The NC Department of Public Instruction reports that there are 118 languages other than English spoken at home in Cabarrus County.³² The City of Kannapolis City Schools reports that around 1,665 students speak Spanish at home.³³ Other languages that students' families speak at home, from most common to least common, are Hmong, Vietnamese, French, Filipino, and Thai. A smaller percentage of families speak Russian, Portuguese, Persian, Haitian Creole, Arabic, and Cebuano.³⁴

Table 7: Headcount of English Language Learners

School system	No. of ELL Students in 2020-2021 School Year	No. of ELL Students in 2023-2024 School Year	Increase
Cabarrus County Schools	2,526	3,616	43%
Kannapolis City Schools	677	918	35%
Rowan-Salisbury Schools	1,519	1,986	30%

Source: NC Headcount of English Learners Report to North Carolina General Assembly 2023, 2020

The availability of the internet and digital devices is beneficial to further understand communication practices when disseminating information to residents. Some residents who visit government buildings to complete important tasks may do so due to a lack of access to technology. Around 9.3% of Kannapolis residents and 7.2% of Cabarrus residents do not have internet access.³⁵ Also, around 11.2% of Kannapolis residents and 9.4% of Cabarrus residents solely use a cellular data plan as their form of internet access.³⁶ This information can be used to allocate resources to support in-person communications for residents.

³² Language Diversity in North Carolina from the NC Department of Public Instruction, December 2023.

³³ A.Teague (personal communication, June 24th, 2024)

³⁴ See footnote 14

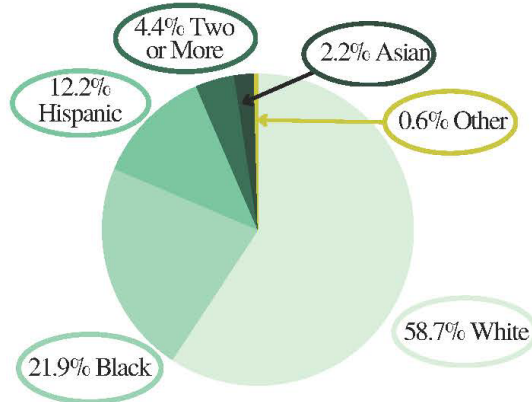
³⁵ 2022 ACS (5 yr. estimates): B28002. Presence and Type of Internet. U.S. Census Bureau.

³⁶ See footnote 15

CITY OF KANNAPOLIS DEMOGRAPHICS

CONSTRUYENDO
COMUNIDADES
BUILDING INTEGRADAS
INTEGRATED
COMMUNITIES

RACE & ETHNICITY



RESIDENTS BORN OUTSIDE OF THE U.S.



6.9%, around 3,650, of Kannapolis residents



66% are from Latin America and **23%** are from Asia



42% are U.S. Citizens



32%, the majority, arrived between 2000-2009

Countries of origin for Kannapolis residents born outside of the U.S.

Country	Percentage
Mexico	39.7%
India	8.1%
China (Incl. Hong Kong and Taiwan)	6.2%
The Philippines	4.8%
Cuba	4.4%
Jamaica	3.4%

LANGUAGES OTHER THAN ENGLISH

Languages Spoken in the City of Kannapolis

Language	% of City of Kannapolis residents
English Only	89.1
Spanish	8.6
Speak English "Very Well"	5.2
Speak English Less Than "Very Well"	3.4
Chinese (Incl. Mandarin, Cantonese)	0.6
Speak English "Very Well"	0.4
Speak English Less Than "Very Well"	0.2

The U.S. Census Bureau defines English proficiency based on respondents' self-ranking as "very well," "well," "not well," and "not at all."



11% of Kannapolis residents speak a language other than English at home. **55%** of Kannapolis residents born outside of the U.S. speak Spanish. Other popular languages spoken in Cabarrus County are **Spanish, Chinese, and the Indian languages of Telugu, Gujarati, Tamil, and Hindi.**



The number of English Language Learners (ELL) in local schools has increased in recent years. Since 2021, the population of ELLs has increased by **35%** in Kannapolis City Schools (the 2024 ELL total is 918 students) and by **43%** in Cabarrus County Schools (the 2024 ELL total is 3,616 students).

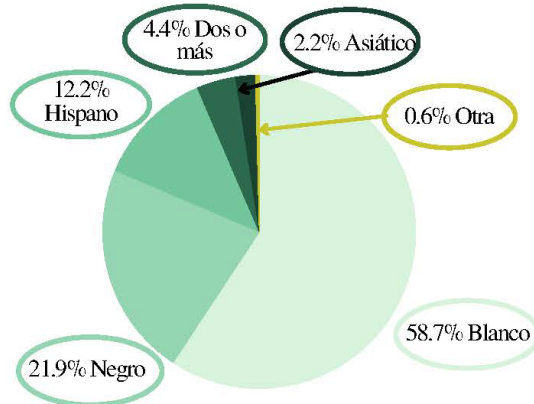
SOURCES

American Community Survey Public Use Microdata Sample for Cabarrus County and tables A04001, A07001, B05007, B16005, and C16001 from the 2022 American Community Survey (5-year estimates) 2018-2022. U.S. Census Bureau. 2023-2024 and 2020-2021 Report to the General Assembly, Headcount of English Learners. NC Department of Public Instruction.

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DEMOGRAFÍA DE LA CIUDAD DE KANNAPOLIS

RAZA Y ETNICIDAD



RESIDENTES NACIDOS FUERA DE E.E.U.U.



6.9%, cerca 3,650, de los residentes de Kannapolis



66% son de Latinoamérica y **23%** son de Asia



42% son ciudadanos de E.E.U.U.



32%, la mayoría, llegaron entre 2000-2009

Los países de origen por residentes de Kannapolis nacidos fuera de E.E.U.U.

País	Porcentaje
México	39.7%
India	8.1%
China (Incl. Hong Kong y Taiwan)	6.2%
Las Filipinas	4.8%
Cuba	4.4%
Jamaica	3.4%

IDIOMA APARTE DE INGLÉS

Idiomas hablados en la Ciudad de Kannapolis

Idiomas	% de las residentes de la Ciudad de Kannapolis
Solo inglés	89.1%
Español	8.6%
Habla inglés "muy bien"	5.2%
Habla inglés menos de "muy bien"	3.4%
Chino (Incl. mandarín, cantonés)	0.6%
Habla inglés "muy bien"	0.4%
Habla inglés menos de "muy bien"	0.2%

La clasificación de nivel de habilidad de hablar inglés se basa en las categorías de la Oficina del Censo de E.E.U.U., que incluyen "muy bien," "bien," "menos que muy bien," o "nada."



11% de los residentes de Kannapolis hablan un idioma aparte de inglés en su hogar. **55%** de los residentes de Kannapolis nacidos afuera de los E.E.U.U. hablan español. Otros idiomas populares hablados en el Condado de Cabarrus son **español, chino** y los idiomas **telugu, gujarati, tamil, y hindi** de la India.



El número de English Language Learners (ELL), que significa estudiantes aprendiendo inglés, en escuelas locales ha crecido en los años recientes. Desde 2021, la población de ELLs ha crecido por 35% en Kannapolis City Schools (en 2024, el total de los ELL es 918 estudiantes) y por 43% en Cabarrus County Schools (en 2024, el total de los ELL es 3,616 estudiantes).

FUENTES DE DATOS

La Encuesta sobre la Comunidad Estadounidense Public Use Microdata Sample por el condado de Cabarrus y tables A04001, A07001, B05007, B16005, y C16001 de la Encuesta sobre la Comunidad Estadounidense 2022 (estimados de 5 años) 2018-2022. La Oficina del Censo de E.E.U.U. 2023-2024 y 2020-2021 informe a la Asamblea General, Headcount of English Learners, NC Departamento de Instrucción Pública.

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Appendix C: Kannapolis's Building Integrated Communities Collaborators

Kannapolis's Building Integrated Communities (BIC) team consisted of representatives from the City of Kannapolis public-facing staff, Camino Research Institute, and UNC-Chapel Hill's Institute for the Study of the Americas:

City of Kannapolis staff:

- Betsy Barnette, Communications Specialist
- Jennifer H. Clarke, Captain, Police Department
- Tina Cline, Assistant City Manager
- Ana K. Contreras, Human Resources Technician, Fire Department
- Sherry Gordon, Community Development Program Administrator
- Nayeli G. Hernandez, Utility Billing Specialist, Customer Service
- Oscar Hopkins, Environmental Operations Manager
- Danielle Hough, Recreation and Special Event Coordinator, Parks & Recreation
- Elizabeth McCarty, Assistant Planning Director
- Irene Wong, Economic & Community Development Director

Camino Community Development Corporation:

- Juan Baldi3n, Community Researcher, Camino Research Institute
- Lennin Caro, Lead Community Researcher, Camino Research Institute
- Tim Hagler, Chief Public Affairs Officer
- Lidiz Mora, Community Researcher, Camino Research Institute
- Sarai Ordonez, Manager, Camino Research Institute

University of North Carolina-Chapel Hill, Institute for the Study of the Americas:

- Hannah Gill, Associate Director
- Brianna Gilmore, Program Associate
- Emily Spangenberg, Bilingual Program Coordinator, Building Integrated Communities

Special thanks to the following people who provided valuable insights on community languages, helped define implementation goals for the City of Kannapolis's Language Access Plan, or shared expertise on engagement with community members who prefer to speak languages other than English:

- Dr. Carolina Benitez, Camino Health Center
- Sofia Godoy, Institute for the Study of the Americas
- Rosa Gonzalez, Faith Community Health Ministry – St. James and St. Joseph Catholic Church
- Dr. Teresa Isibor, International Center for Community Development-Concord
- Heather James, City of Kannapolis
- Cecilia Plez, Duke Clinical & Translational Science Institute
- Lincoln Quiroz, Camino
- Dr. Keri Revens, Atrium Health, former Director of the Camino Research Institute
- Steve Sellers, Camino
- Sandra Torres, El Puente Hispano and Cabarrus Health Alliance

Finally, thank you to tilde Language Justice Cooperative and Into Languages Global for providing simultaneous interpretation between English and Spanish in each of our BIC team meetings.

Appendix D: City of Kannapolis Staff Language Access Capacity Survey Questionnaire

The Kannapolis Building Integrated Communities (BIC) team requests your help gathering information about how your department communicates with residents who speak languages other than English. Over the next year, the Kannapolis BIC team will create a plan to make City communications, services, and programs accessible to all residents of Kannapolis in their preferred languages. Thank you in advance for filling out this survey. Your responses will help us develop a plan for the City to provide language access services. For questions, please contact Emily Spangenberg, Bilingual Program Coordinator for BIC: espangenberg@email.unc.edu.

***Questions in bold** were included in the questionnaire for department directors only.

Your information:

- In which department do you work?
- What is your job title? This question is optional. If you do list your title, we will keep it confidential and will not report it in results. This question helps us better understand different types of positions' needs and the resources available to them.
- Are you a full-time or part-time employee? (3 choices: full-time, part-time, or "other" with text box to elaborate)
- Are you the head of your department?

Section 1: Multilingual Employees and Staff Policies

- Do you speak any languages other than English? IF YES, list which language(s) & level of proficiency, and:
 - Is English your preferred language? If not, please list the language(s) you prefer to speak, read, and/or write.
 - Do you use a language other than English as part of your job duties? IF YES:
 - Briefly describe how (for example: I interpret during meetings, I translate flyers, I assist community members with filling out forms, etc.)
 - Were you hired for bilingual or multilingual skills as part of your job description?
 - How often do you use a language other than English as part of your job (Every day, At least once a week, At least once a month, A few times in a year, Never)?
 - Has anyone assessed your proficiency in any language other than English to be able to use the language on the job? IF YES:

- Describe how your skills or proficiency in any language other than English have been assessed (for example: a written test, an interview, etc.).
 - Do you receive a pay incentive for using a language other than English as part of your job duties?
 - Have you completed any training or certification programs to translate or interpret between English and any other language?
- **Do you have staff in your department who speak languages other than English?**
IF YES:
 - **To the best of your knowledge, how many staff members speak languages other than English, and which languages?**
 - **Do any of the staff in your department use a language other than English as part of their job duties? IF YES:**
 - **How many staff members, and which languages?**
 - **Were they hired with bilingual or multilingual skills as part of their job description?**
 - **How often do they use this language (or languages) as part of their job (Every day, At least once per week, At least once per month, Occasionally throughout the year, I'm not sure)?**
 - **Have the staff member(s) who use languages other than English on the job been assessed for their levels of proficiency in those languages? IF YES:**
 - **Describe the assessment used to determine staff proficiency in languages other than English.**
- **Do any staff members in your department receive the City's pay incentive offered to bilingual employees who use bilingual skills on the job? IF YES: How many staff members?**

Section 2: Interactions with the Public & Customers Who Speak Languages Other than English

- What non-English languages do you most frequently encounter in your interactions with community members as part of your job, and how often do you encounter them? (Almost never, Not frequently, Frequently, Very Frequently; Space to list 5)
- **To your knowledge, what non-English languages do staff most encounter in your department, and how often do staff encounter them? (Almost never, Not frequently, Frequently, Very Frequently; Space to list 5)**
- **Does your department provide staff training on how to interact with or assist community members who speak languages other than English? IF YES:**

- Please briefly describe the training.
- **Does your department track and/or review data on times staff encounter languages other than English on the job? IF YES:**
 - Please briefly describe the data collection method staff use, and how you use these data.
- (non-department heads only) How do you determine the preferred languages of community members you interact with?
- **Do you have any procedures or policies in place for your staff to identify the preferred languages of community members they interact with?**
- (non-department heads only) Do you log or track times you encounter languages other than English on the job? For example, when you interact with a community member or vendor who speaks a language other than English, do you track these interactions for your department to review? IF YES:
 - Please describe how you record, track, or collect data on languages you encounter on the job.

Section 3: Language Assistance Services and Policies

- **Does your department currently offer communications in languages other than English? (Newsletter, signage, flyers, videos, etc.) If yes, please list them to the best of your knowledge, along with the languages that are available.**
- **Does your department currently provide translated written forms, applications, or other documents necessary to access City services?**
- **(Which of the following does your department offer for staff who interact with community members who prefer to speak languages other than English? Select all that apply.**
 - Access to an over-the-phone (telephonic) interpreter (list service provider, if known)
 - Video interpreter
 - Staff member(s) trained as an interpreter
 - Staff member(s) trained as a translator
 - Bilingual or multilingual staff members (not trained or not sure if trained as interpreter/translator)
 - Interpretation or translation with contract language service organization (list organization, if known)
 - Other (please specify)
 - None of these
- (non-department heads only) Which of the following is available when you interact with community members who prefer to speak languages other than English? Select all that apply.

- Over-the-phone (telephonic) interpreter
- Video interpreter
- City staff member(s) trained as an interpreter
- City staff member(s) trained as a translator
- Bilingual or multilingual staff members (not trained or not sure if trained as interpreter/translator)
- Interpretation or translation with contract language service organization (list organization, if known)
- Other (please specify)
- I interact with community members who speak languages other than English but none of these are available to me.
- I do not encounter languages other than English in my job.
- (for non-department heads who do NOT select “I do not encounter languages other than English in my job”): What services or resources do you use most often when you have a need for translation (written materials) or interpretation (verbal/spoken communications)? (For example: “I often call Language Line for over-the phone interpretation” or “A colleague translates brochures or flyers for me”)
- **How does your department identify a need for translation (written materials) or interpretation (verbal/spoken communication)?**
- **How does your department most often use translation services or interpretation services (For example: we call Language Line for over-the-phone interpretation, application forms are always translated into Spanish, etc.)?**
- **Does your department provide any of the following regarding the availability, use, or quality of language services? Select all that apply.**
 - **A language access coordinator who arranges interpretation and/or translation**
 - **Translated signs or notifications on how to submit a language access complaint (regarding accessibility or quality)**
 - **A way to track language services costs**
 - **A written language access plan and/or policy**
 - **Other (please specify)**
 - **I’m not sure**
 - **We currently do not have any of these**

Section 4: Additional Questions

- **Does your department receive any type of federal funding? (If yes, please name the source)**
- **Do you provide a portion of these federal funds to any outside organizations (e.g. through grants to nonprofits or payments to subcontractors)?**

- Do you have any other comments or information you'd like to share regarding language services in your department? If so, please share them here.
- Would you like to be informed about the progress of Kannapolis's work on language access? If so, please provide your email address. Your email address will not be reported in survey results but may be shared with staff members who are part of the Kannapolis BIC team. Your responses to other survey questions will not be linked to your email address.

Appendix E: Summary of City of Kannapolis's Departmental Language Access Capacity Survey Results

City of Kannapolis Departmental Language Access Survey



Between March and May of 2024, the Kannapolis Building Integrated Communities team distributed a survey to all City employees to learn about use and/or need of language access services.

A total of **137 employees** in 18 departments responded to the survey.

The survey asked employees about **use of interpretation and translation services, languages they encounter on the job**, and if they **speak languages other than English**. The Kannapolis BIC team will use these responses to strengthen communication and language access capacity in the City.



LANGUAGES STAFF ENCOUNTER (OTHER THAN ENGLISH)

Staff encounter **Spanish** on the job more than any other language.

- Most respondents (~75%) encounter Spanish on the job, and about a third say they encounter it "frequently" or "very frequently".

Other frequently-encountered languages:

- American Sign Language, French, Hindi & other unspecified languages from India, Mandarin, Russian, & Vietnamese.

Staff rely on colleagues for language assistance more than any other resource.

- Just over half (~53%) of respondents ask bilingual colleagues for assistance with translation and interpretation.
- About 25% of respondents use over-the-phone interpretation, the second most-used resource.
 - Staff in Fire and Police frequently use LanguageLine Solutions.
 - Other staff mention calling colleagues for over-the-phone assistance.

When no other resources are available, staff frequently use Google Translate or other apps.

- About 20% of respondents rely on Google Translate or similar apps.
- Some respondents noted residents provide their own interpreters.
- Staff in 6 departments note encountering languages other than English, but not having resources to facilitate communication.



A language access plan can build systems to provide qualified interpreters and translators to residents free of charge.

LANGUAGES STAFF SPEAK

Spanish

- Communications, Customer Service, Fire, Parks and Recreation, Water & Sewer, and Water Resources report having staff who use Spanish on the job (less than 10% of all respondents).
- Some respondents noted a desire to take Spanish classes to communicate better with residents.

Other languages: American Sign Language (basic), Arabic (basic), French (fluent), German (fluent)

- None are used on the job

Gobierno de la Ciudad de Kannapolis

Encuesta departamental sobre el acceso lingüístico



Entre el marzo y mayo de 2024, el equipo de Construyendo Comunidades Integradas de Kannapolis (Kannapolis BIC) distribuyó una encuesta a todos los empleados del gobierno de la Ciudad sobre el uso y/o necesidad de servicios de acceso lingüístico.

Un total de **137 empleados** en 18 departamentos respondieron a la encuesta.

La encuesta preguntó a los empleados sobre **el uso de servicios de interpretación y traducción, los idiomas con que se encuentran en el trabajo y si hablan idiomas distintos al inglés**. El equipo de Kannapolis BIC usará sus respuestas para aumentar la capacidad comunicativa y para proveer servicios de acceso lingüístico en la ciudad.



IDIOMAS QUE ENCUENTRAN (DISTINTOS AL INGLÉS)

En el trabajo, los empleados municipales se encuentran con **el español** más que cualquier otro idioma.

- La mayoría de los encuestados (~75%) encuentran el idioma español, y un poco más de un tercio encuentran el español “frecuentemente” o “muy frecuentemente”.

Otros idiomas que encuentran con frecuencia:

- El Lenguaje de Señas Americano, el francés, el hindi y otros idiomas no especificados de la India, el mandarín, el ruso y el vietnamita.

Los empleados municipales dependen de sus colegas bilingües para asistencia lingüística más que de cualquier otro recurso.

- Un poco más de la mitad de los encuestados (~53%) piden que sus colegas bilingües les ayuden con la traducción y la interpretación.
- Alrededor del 25% de los encuestados usan interpretación telefónica, el segundo recurso de asistencia lingüística más usado.
 - Personal de los Bomberos y de la Policía usan el servicio de LanguageLine Solutions frecuentemente.
 - Otros empleados dicen que llaman a sus colegas para interpretación por teléfono.

Los empleados usan con frecuencia Google Translate u otras aplicaciones cuando no hay otros recursos disponibles.

- Aproximadamente el 20% de los encuestados dependen del Google Translate u otras aplicaciones.
- Algunos notaron que a veces los residentes proporcionan sus propios intérpretes.
- Personal de 6 departamentos se encuentran con idiomas distintos al inglés, pero no tienen acceso a recursos para facilitar la comunicación entre idiomas.
- 💡 Un plan de acceso lingüístico puede construir sistemas para proporcionar intérpretes y traductores cualificados a los residentes sin cargo.



IDIOMAS QUE LOS EMPLEADOS HABLAN

El español

- Comunicaciones, Servicio al Cliente, Bomberos, Parques y Recreación, Agua y Alcantarillados y Recursos Hídricos tienen personal que usa el español en el trabajo (menos del 10% de todos los encuestados).
- Algunos mencionaron querer tomar clases de español para comunicarse mejor con los residentes de la ciudad.

Otros idiomas: El alemán (dominio superior), el árabe (básico), el francés (dominio superior), el Lenguaje de Señas Americano (básico)

- Nadie usa ninguno en el trabajo.

Appendix F: Summary of Camino Research Institute's 2024 Latino Community Strengths and Needs Assessment for the City of Kannapolis

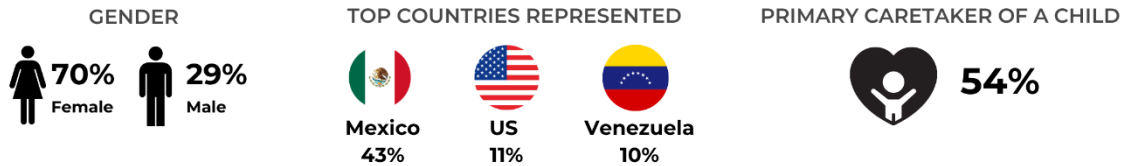
CITY OF KANNAPOLIS

2024 LATINO COMMUNITY STRENGTHS AND NEEDS ASSESSMENT



These findings are based on 315 Latinos living in the city of Kannapolis*.

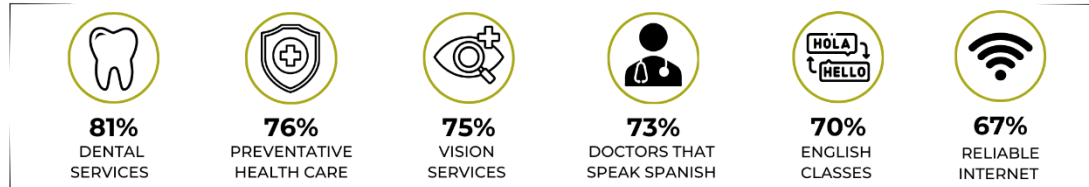
RESPONDENT DEMOGRAPHICS



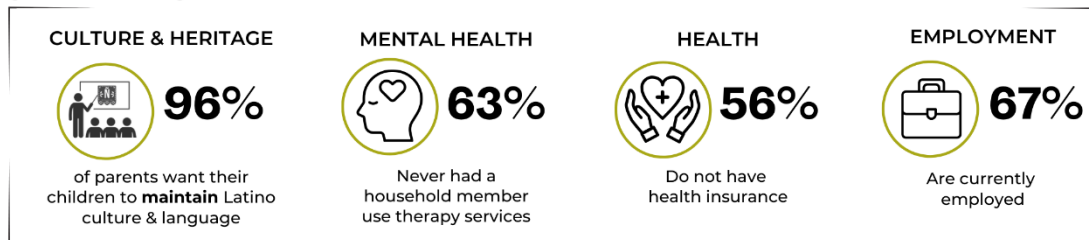
TOP COMMUNITY STRENGTHS



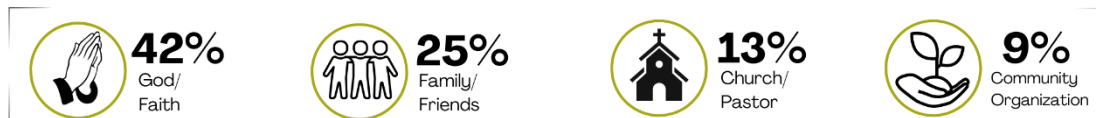
TOP COMMUNITY NEEDS



OTHER NEEDS



WHERE LATINOS FIRST GO WHEN THEY HAVE A NEED



*Surveys collected between 2022-2024

CIUDAD DE KANNAPOLIS

EVALUACIÓN DE LAS FORTALEZAS Y NECESIDADES DE LA COMUNIDAD LATINA 2024



Estos hallazgos están basados en 315 Latinos que viven en la ciudad de Kannapolis*.

DATOS DEMOGRÁFICOS

GÉNERO



PAÍSES CON MAYOR REPRESENTACIÓN



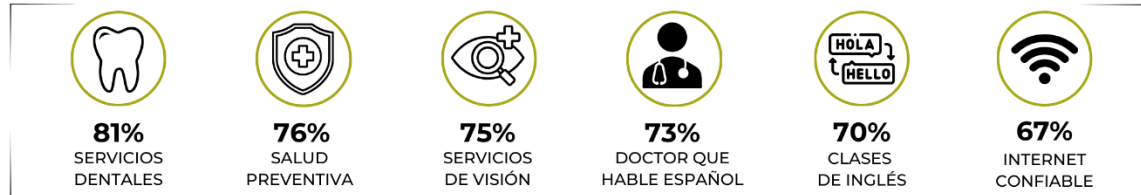
PRINCIPAL CUIDADOR DE NIÑO/A



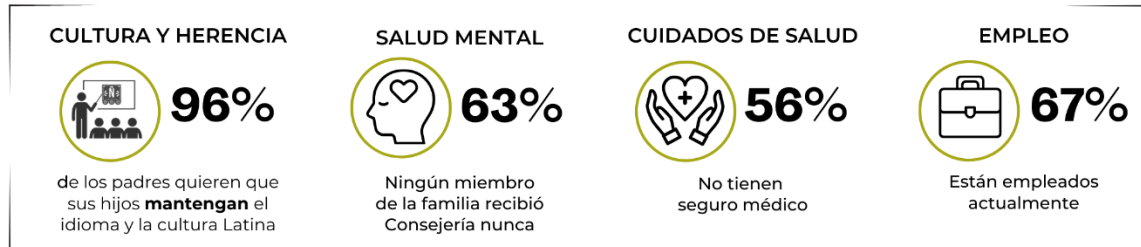
PRINCIPALES FORTALEZAS DE LA COMUNIDAD



PRINCIPALES NECESIDADES DE LA COMUNIDAD



OTRAS NECESIDADES



A DONDE VAN LOS LATINOS CUANDO TIENEN NECESIDADES



*Encuestas recopiladas entre 2022-2024



Kannapolis
Agenda Staff Report
March 10, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **PRESENTATION AND DISCUSSION** - Homelessness and Transitional Housing

Recommended Action Requested by City Council

None. Presentation and discussion only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

In various ways, the issue of homelessness continues to be a topic that City Council, City staff and the community continue to wrestle with. While there are no simple answers to this ongoing problem it appears there is a desire by some to explore ways the City can help address the problem. At this meeting staff will facilitate a discussion about these issues with the purpose of determining if addressing them is a priority for City Council.

Fiscal Implications

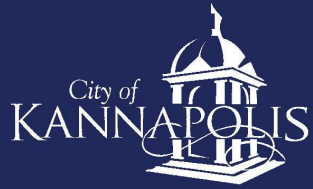
None.

Alternate Courses of Action

None. Presentation only.

Attachments

1. Homelessness Presentation

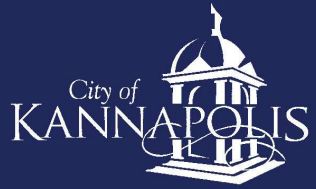


Homelessness & Transitional Housing

City Council Discussion
March 10, 2025

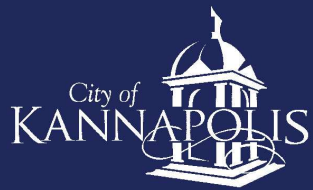
kannapolisnc.gov





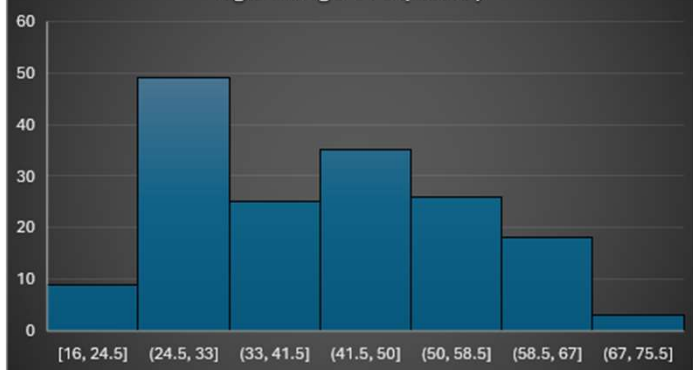
Homelessness Activity

kannapolisnc.gov

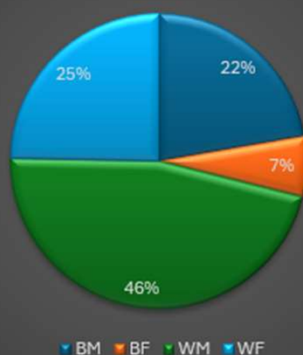


Kannapolis Police Encounters

Age Range Frequency

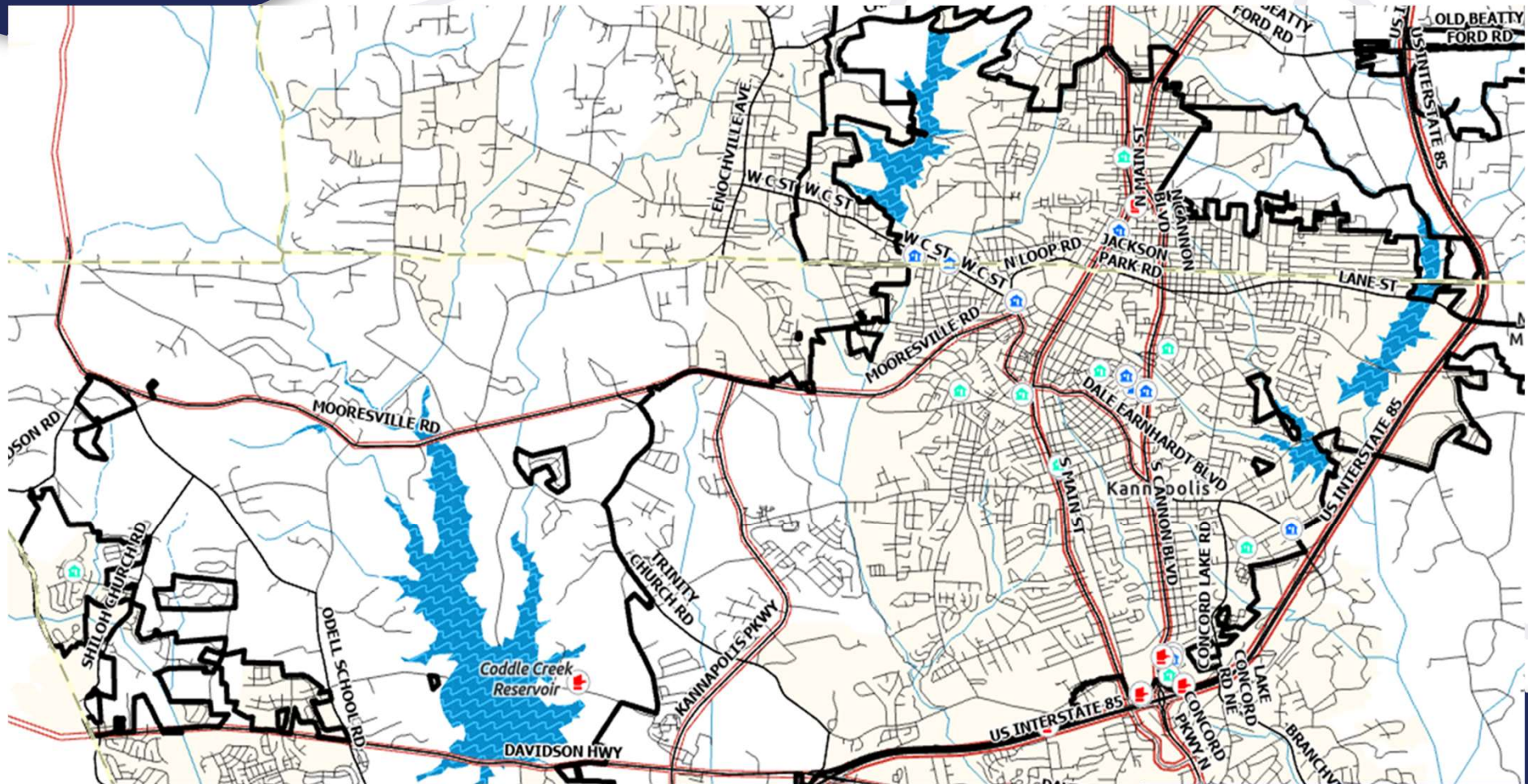


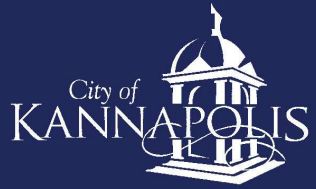
Race and Sex



- Demographic: Single white males, age 20-35; transient for years; unstable employment history
 - Disability and/or social security income
 - Mental health, substance abuse issues

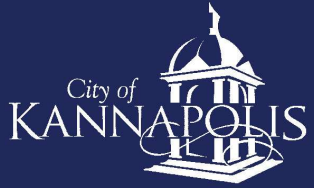
Map of Activity





Existing Enforcement Tools

- Trespass agreements
- No camping in public parks



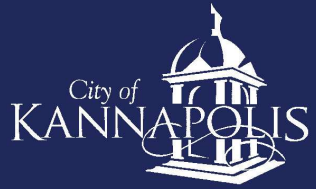
Pending Enforcement Tools

Code Enforcement

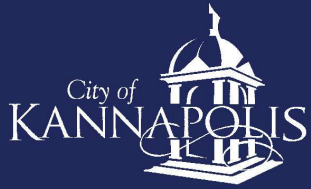
- Amendment to KDO for private property to prevent camping
 - Fines property owner, liens for clean up, court action

Police

- Ordinance for KPD to remove unauthorized persons from public and private property
 - Expected results: Referral to resources, relocation, arrest

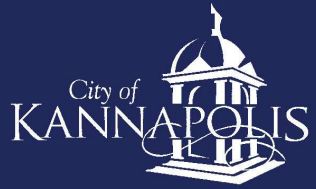


Current Service Demand



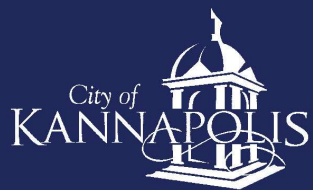
Current Demand

- CCM saw 15-20% increase in household units and pounds of food distributed through its food pantry compared to a year ago.
- CCM housing assistance applications are above 50/month.
- CCM financial assistance applications are far beyond their capacity to process.
 - Have had to limit application acceptance to just half of the month and still receiving twice as many applications as pre-Covid
 - Ex: Aug-Dec 2024, CCM averaged 127 online applications, 560 phone calls, and 72 in-person visits per month
 - Salvation Army also seeing increased calls for financial assistance for rent
 - Precursor to eviction
- Salvation Army Shelter is consistently full – 38 beds for singles, 6 family units
 - Receives 50-100 calls for each available bed



Review of Recent Activity

kannapolisnc.gov

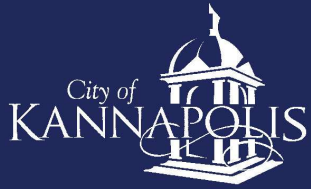


Imagine Kannapolis

- 2022: City Council appointed citizens to the Homelessness & Transitional Housing Focus Group
 - Provided short, medium, long term recommendations in the areas of:
 - Prevention
 - Transitional housing
 - Affordable housing supply
 - Support services

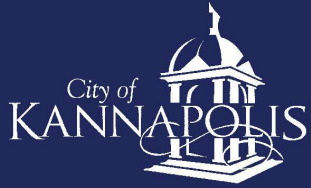
kannapolisnc.gov





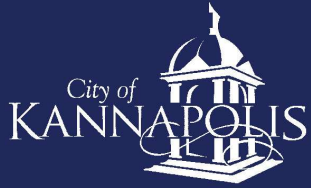
Transitional Housing Decisions

- 2022: CCM proposed Huddle House/Grace Place transitional housing for seniors off Pine St. Neighborhood pushback; Council did not show readiness to move forward with text amendments to KDO to permit this type of use in this location.
- 2022-2023: After meeting with Kannapolis City Schools, City Council determined that they wanted to assist families with children as the target population for transitional housing.
- 2023: City Council approved \$3M to CCM to buy Caremoor for Grace Place transitional housing for families and seniors.



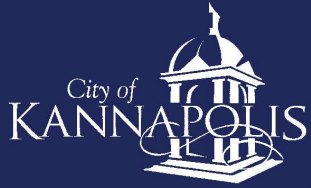
Partner Agency Activities

- 2023: CCM launched capital campaign with plans for Grace Place in Kannapolis and Rebuilders Campus in Concord for transitional housing for families and seniors.
 - Grace Place: ~82 beds
 - Rebuilders Campus: 48 apartments Phase 1
- 2023: Salvation Army Tucker Center of Hope expansion opened.
 - 38 beds (19 men, 19 women), 6 family units



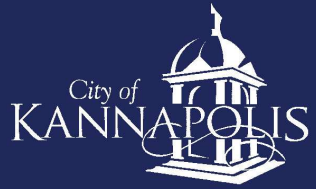
Partner Agency Activities

- 2023: Rowan Helping Ministries Eagles Nest transitional housing expansion opened with 12 units (plus 10 existing).
 - 5 duplexes (10 units) planned for permanent supportive housing (plus 3 existing units).
- 2025: Aya House has total capacity of 49 beds
 - Assist with Larry's Apartments transition

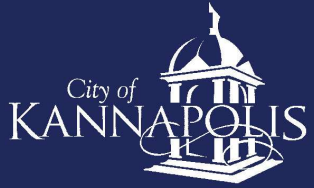


Ongoing Work

- Exploring opportunities for additional housing with:
 - Habitat
 - Mobile home park expansion
 - Property acquisition
 - Tax credit developers
 - Tiny houses
 - Updating ordinances – ADUs now allowed, consider narrower lots
- Challenges:
 - Neighborhood opposition
 - Sewer treatment capacity
 - Infrastructure build out costs

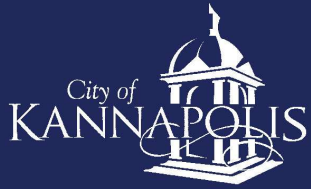


Considerations and Options



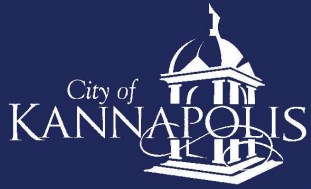
Causes of Homelessness (National League of Cities 2024)

- Shortage of affordable housing
- Disparities in justice system involvement
- Wage stagnation
- Mental illness
- Substance use disorder
- Adverse childhood experiences
- Lack of social networks



Homelessness Strategies (NLC 2024)

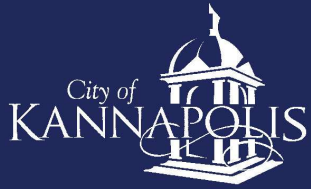
- Eviction prevention – emergency rental assistance ([CCM](#)), mediation, legal counsel ([Legal Aid](#))
- Supporting individuals exiting judicial system ([Aya House](#)) & foster care ([Open Door House](#))
- Street outreach – coordinated entry ([Partners](#)), housing first ([Salvation Army](#), [Rowan Helping Ministries](#))
- Increasing incomes & benefits ([DSS](#), [NC Works](#), [RCCC](#))
- Increasing access to transitional/affordable housing ([Aya House](#), [CCM](#), [Rowan Helping Ministries](#), [City](#))
- Connect to mental health & substance abuse resources ([Daymark](#), [RHA](#), [Sun Clinic](#), [Atrium](#), [Novant](#))



Homeless Populations

(“The Unsheltered Impact Group Summary”
2022)

- Chronic (40%, tend to be male)
 - Mental health & substance abuse issues (Enrollment)
 - Petty crime or public disturbance (Enforcement)
- Situational (60%, tend to be female)
 - Situations include house fire, evictions, domestic conflict
 - Lack resources, capability, or resolve to overcome financial & emotional barriers to achieve & maintain stable housing (Engagement)
 - Need a breakthrough in one or more areas and time to apply resources to regain stability & carry out a plan for recovery (Empowerment)
 - Some acute, others unstable shelter



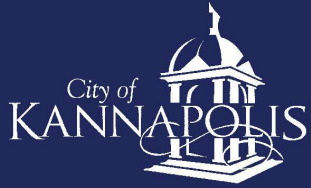
Tent Encampments Short Term Solutions

Enforcement:

- Ordinance to remove individuals
- Amendment to KDO for private property to prevent camping

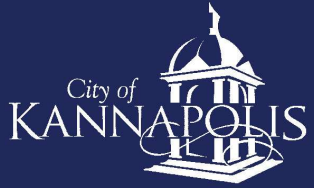
Provide assistance:

- Warming center
 - Considerations: Neighborhood opposition, physical structure, staffing, safety screening, services
- Emergency shelter
 - Considerations: Neighborhood opposition, physical structure, staffing, services, long term solutions, capacity (always full)



Tent Encampments Long Term Solutions

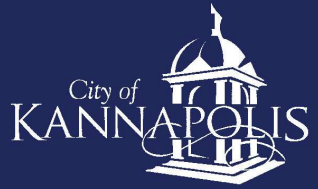
- Eviction/homelessness prevention
 - Ex: families in hotels
- More transitional housing
- Workforce training and employment pathways
- Mental health and substance use treatment



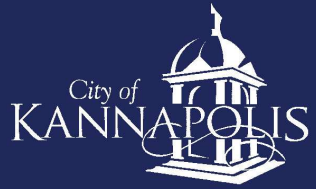
Recommendations

Focus on City's capabilities

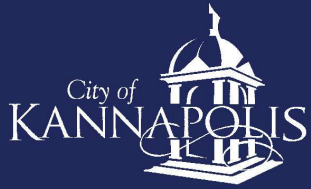
- Acquire & provide additional transitional housing
 - Likely scattered site, low density
 - Partner agencies provide case management
- Facilitate affordable housing efforts (ex: tax credit projects)
- Fund capacity expansion & service delivery for non-profits
- Improve coordination, collaboration



Discussion



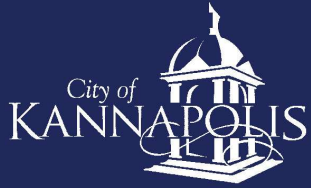
[Additional Slides]



Cabarrus County Homelessness Task Force 5-Year Prospectus on Housing Needs

Population Needs	Shortfall (beds or units)
Single Family Transitional	80 to 100
Single Adult (supervised)	25 to 35
Family Shelter	15 to 20; 5 to 7 units
Senior Adults (independent)	50 to 100
Young Adults (19 to 21)	10 to 15
Chronically homeless	20 to 30
Emergency and Transitional Housing Total	200 to 300
Workforce Housing (Affordable Housing)	1,000 to 2,000

(Based on 2020 estimates)



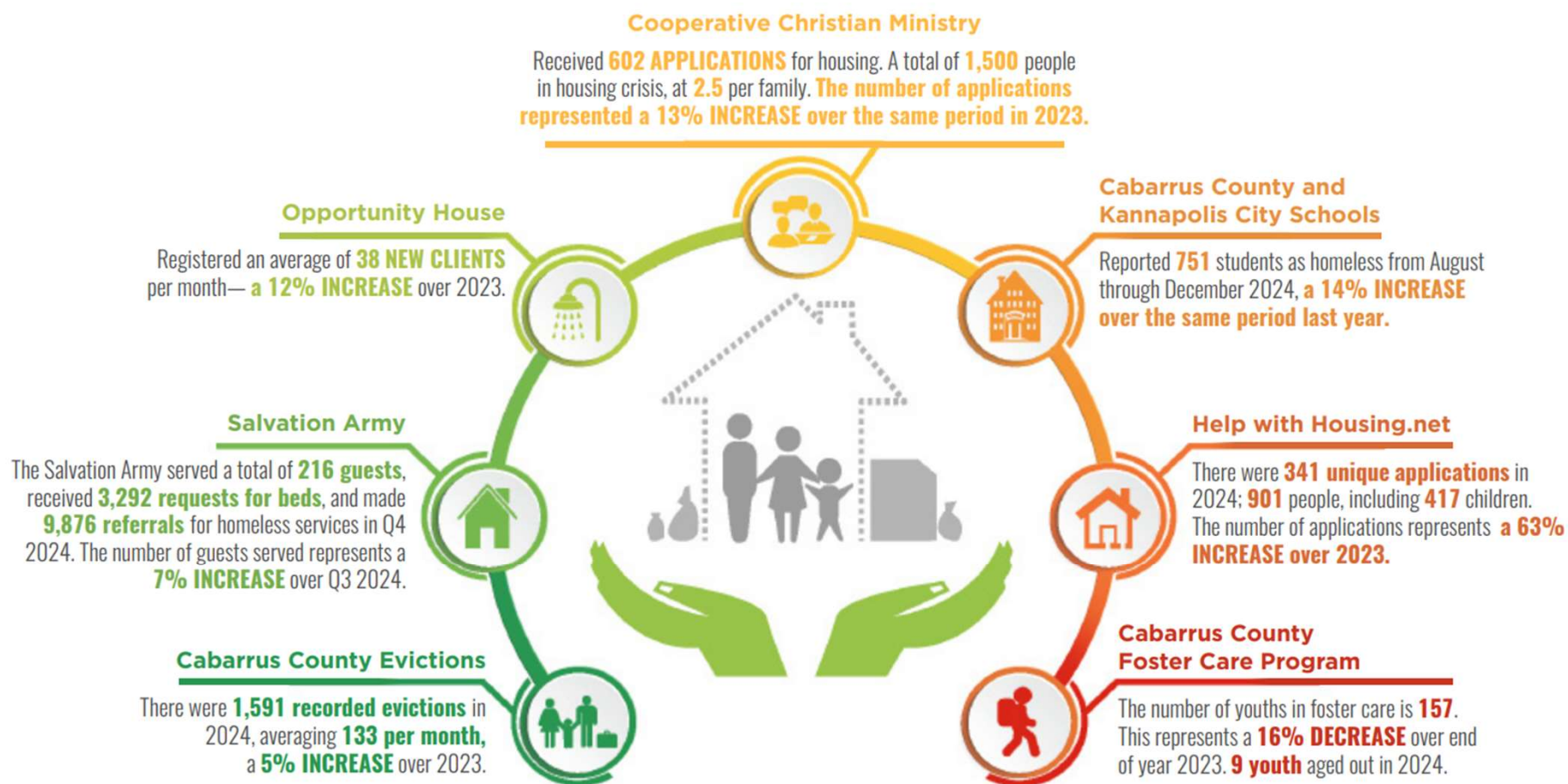
“The Unsheltered - Impact Group Summary” March 2022 – September 2022

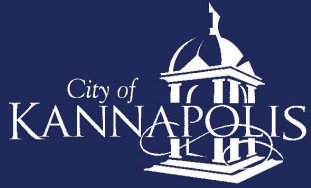
- Review and analysis of the Unsheltered Homeless in Cabarrus County and Kannapolis with involvement of Concord & Kannapolis Police Depts, Cabarrus County Sherriff Dept
- Estimates 300-500 unsheltered individuals in Cabarrus County today – 80% increase since 2020
- 40% are Chronic – mental health, substance abuse, criminal backgrounds
- 60% are Situational – can overcome if given time, guidance, and some assistance (engagement & empowerment)

Homeless Indicators

JANUARY TO DECEMBER 2024

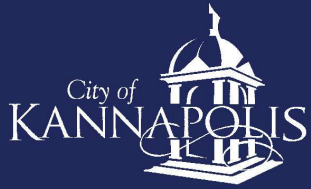
Created by the Cabarrus County Homelessness Task Force





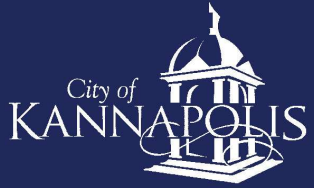
Kannapolis City Schools

- 120 McKinney-Vento students
 - 2.25% of student population
 - 6 unaccompanied homeless youth (not living with legal guardian)
- 67 doubled up
- 40 hotel/motel
- 10 shelter/transitional housing program
- 3 unsheltered



Acknowledgements

- Community need is greater than our resources.
 - Services exist, but they are full.
- Building on existing expertise, working together with existing agencies will have greater & quicker impact than starting from scratch.
- No one solution fits all, nor will it solve the entire problem.
- This is an ongoing issue due to our growing population and escalating housing costs – as soon as we finish one facility, it will be time to look at the next.
- Prevention is the most cost effective.
- Homelessness congregates where resources are provided.



Considerations

- What are the populations/issues of greatest need?
- What additional information do we need?
- What are potential solutions?
- What partners are working on this and how can we work together?
- What is the City's role/responsibility?
- What resources do we collectively have?