



**CITY COUNCIL
ACTION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
MARCH 24, 2025
6:00 PM**

Please Turn off Cell Phones or Place on Silent Mode.

APPROVED MINUTES - March 24, 2025

A. APPROVED MINUTES - March 24, 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. **RESOLUTION** - Support of the Cabarrus County Blue Zone Initiative **APPROVED**
(Mike Legg, City Manager)
- B. **CONTRACT** - 2025 Street Resurfacing **APPROVED** (Michael Rattler, Director of
Transportation & Environmental Services)
- C. **POLICY AMENDMENT** - Motion to approve the amended Public Hearing and Public
Comments Policy **APPROVED** (Mike Legg, City Manager)
- D. **MINUTES**: March 10, 2025 Work Session **APPROVED** ()
- E. **MINUTES**: February 24, 2025 Closed Session Minutes **APPROVED** ()
- F. **MINUTES**: March 10, 2025 Closed Session Minutes **APPROVED** ()

BUSINESS AGENDA

- A. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-03** -
Lennar Carolinas, LLC (Summerlyn Amendment) **APPROVED** (Richard Smith,
Planning Director)
- B. **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-04** -
BA Leasing BSC, LLC and Stanley Logistics, LLC. (Stanley Black & Decker)
APPROVED (Richard Smith, Planning Director)
- C. **PUBLIC HEARING TEXT AMENDMENT #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** (Richard Smith, Planning Director)

- D. **PUBLIC HEARING TEXT AMENDMENT #2025-02** - KDO Text Amendments to several sections of Articles 2, 3, 4, 5 and 10 **APPROVED** (Richard Smith, Planning Director)
- E. **PUBLIC HEARING and BUDGET AMENDMENT ORDINANCE** - CDBG Program Income FY2024-25 **APPROVED** (Sherry Gordon, Community Development Program Administrator)
- F. **PUBLIC HEARING** - Voluntary Annexation (A-2025-03) of approximately 0.9492 +/- acre portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street (Cabarrus County Parcel Identification Number 56035728560000) and consider a motion to extend the Corporate Limits of the City of Kannapolis. **APPROVED** (Richard Smith, Planning Director)
- G. **PUBLIC HEARING and ORDER** - Request 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 **APPROVED** (Richard Smith, Planning Director)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

CLOSED SESSION GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 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 24, 2025**

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

Council Members Absent: Tom Kincaid

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	Kristin Jones
	Kirk Beard	Brian Roberts
	Terry Spry	Irene Wong
	Alex Anderson	Gerald Faulkner
	Michael Dodge	Michael Rattler
	Sherry Gordon	

Visitors Present:	Joe Hatley	Josh Teague
	Zach Ervin	Sophia Wilkerson
	Chris Puckett	Zac Moretz
	Nate Buhler	Jay Priester
	Jim Rutledge	Nancy Rutledge
	Pam Smith	Shelly Stein
	Naomi Hatchell	Greg Lambert
	Doug Cambell	Eric Blackburn

1 **CALL TO ORDER AND WELCOME**

2 Mayor Hinnant called the meeting to order and welcomed all in attendance. He led a moment of silent prayer,
3 followed by the Pledge of Allegiance by Councilmember Wilson.
4

5 **ADOPTION OF AGENDA**

6 Mayor Hinnant asked for a motion regarding the Agenda. Councilmember Jackson made the motion to
7 approve, second by Councilmember Wilson and the motion was unanimously approved.
8

9 **CONSENT AGENDA**

10 Mayor Hinnant asked for a motion regarding the Consent Agenda. Councilmember Dayvault made the motion
11 to approve, second by Councilmember Dixon and the motion was unanimously approved.
12

13 Resolution supporting Cabarrus County Blue Zoning Initiative (Mike Legg, City Manager) (Copy included as
14 Exhibit A)
15

16 Contract – 2025 Street Resurfacing (Michael Rattler, Director of Transportation & Environmental Services)
17 (Copy included as Exhibit B)
18

19 Policy Amendment – Amending Public Hearing and Public Comments Policy (Mike Legg, City Manager)
20 (Copy included as Exhibit C)
21

22 Work Session Meeting Minutes – March 10, 2025 (Pam Scaggs, City Clerk)
23

24 Closed Session Meeting Minutes – February 24, 2025 (Pam Scaggs, City Clerk)
25

26 Closed Session Meeting Minutes – March 10, 2025 (Pam Scaggs, City Clerk)
27

28 **BUSINESS AGENDA**

29 **Public Hearing and Resolution - Development Agreement #2025-03 – Lennar Carolinas, LLC**
30 **(Summerlyn Amendment) (Richard Smith, Planning Director) (Copy included as Exhibit D)**

31 Planning Director, Richard Smith, explained that the City is amending a Development Agreement with Lennar
32 Carolinas, LLC. (“Lennar”), who are now the active participant for the Summerlyn development, replacing the
33 previously approved entity Summerlyn, LLC. The amended agreement acknowledges this new entity, and it
34 also requires Lennar to install the complete infrastructure for the development. Mr. Smith added that Lennar
35 fully understands that they will be liable for any damage to utilities in areas where water access is not yet
36 available, as well as for any associated city taxes on those utilities.
37

38 Mayor Hinnant opened the Public Hearing which was then closed with no public comment being made.
39

40 Councilmember Dayvault made the motion to adopt the Resolution approving the Ordinance for the amended
41 Development Agreement. The motion received a second by Councilmember Jackson and was unanimously
42 approved.
43

44 **Public Hearing and Resolution – Development Agreement #2025-04 – BA Leasing BSC, LLC and**
45 **Stanley Logistics, LLC (Stanley Black & Decker) (Richard Smith, Planning Director) (Copy included as**
46 **Exhibit E)**

47 Mr. Smith directed Council’s attention to a map showing location of an existing building stating that the
48 Development Agreement between the City and BA Leasing BSC, LLC and Stanley Logistics, LLC. will secure
49 wastewater allocation based on the original allocation. The existing Stanley, Black & Decker building is a

1 900,000 square-foot facility located between Interstate 85 and Highway 73. Mr. Smith added that the
2 Agreement will also enable sale of the site to an interested purchaser and support modifications to the existing
3 building for future tenants.

4
5 Mayor Hinnant opened the Public Hearing.

6
7 Zac Moretz, PO Box 446, Concord, NC, identified himself as a lawyer with the Moretz Law Group representing
8 BA Leasing BSC, LLC. Mr. Moretz asked for approval of the Development Agreement, made himself
9 available for questions, and thanked City Staff for their help in creating the Development Agreement.

10
11 There being no additional questions or comments, Mayor Hinnant closed the Public Hearing.

12
13 Councilmember Jackson made the motion to adopt the Resolution approving the Ordinance for the
14 Development Agreement. Second by Mayor Pro tem Berry and unanimously approved.

15
16 **Public Hearing Text Amendment #2025-01 – KDO Text amendments to Article 3, Section 3.4.I(2) to**
17 **reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district. (Richard Smith,**
18 **Planning Director) (Copy included as Exhibit F)**

19 Mr. Smith stated that the proposed text amendment was requested by Cambridge Properties, LLC.
20 (“Cambridge”) and that it proposes changes to Article 3, Section 3.4.I(2) regarding the Center City (CC) zoning
21 district’s intensity standards. The amendment proposes to reduce the minimum lot width from 20 feet to 16 feet
22 throughout the district. The Center City District, a dense and pedestrian-friendly area with a mix of uses, serves
23 as the focal point for commerce, government, and cultural activities.

24
25 Mr. Smith advised that the Planning and Zoning Commission previously voted to deny this request, but staff
26 recommends approval with caveats which include limiting the reduced lot width to townhomes, maintaining a
27 minimum width of 16 feet, and requiring rear-access parking garages to avoid interfering with the streetscape.
28 He noted that the applicants have agreed to these caveats.

29
30 Mayor Hinnant opened the Public Hearing.

31
32 Nate Buhler, 831 E. Morehead Street, Suite 245, Charlotte, North Carolina, representing Cambridge, directed
33 Council’s attention to a site plan stating that the proposed text amendment is regarding a residential portion of
34 a larger multi-use development project referred to as “Millstone Village”. Mr. Buhler added that Millstone
35 Village will span over 20 acres at North Main Street and Loop Road [Dale Earnhardt Boulevard], and will
36 integrate retail, residential, and commercial spaces in a pedestrian-friendly, urban design. Key components
37 include a grocery-anchored retail space, boutique shops, a 300-unit multi-family apartment component and a
38 133-unit attached townhome component, which is the subject of the proposed text amendment.

39 Mr. Buhler reiterated that the text amendment seeks to reduce the minimum lot width in the CC zoning district
40 from 20 feet to 16 feet for alley-fed townhomes to maintain urban design standards and to provide housing
41 variety while adhering to Kannapolis’ architectural and urban standards. He highlighted a few properties
42 developed by Cambridge in the Charlotte and Raleigh areas which showcased a similar urban, interconnected
43 design. Mr. Buhler stated that the townhomes will offer a mix of 2-3-story units with varying garage sizes,
44 parking schemes and unit configurations. Additionally, the plan emphasizes green spaces, active open space
45 and urban design.

46
47 Chris Puckett, 2770 Keady Mill Loop, stated that while he is the current chairman of the Planning and Zoning
48 Commission, he is also a citizen of Kannapolis, as well as a local realtor. Mr. Puckett expressed strong support
49 for the proposed text amendment, highlighting Kannapolis’ pressing housing shortage and affordability crisis.
50 He noted the city has limited land available for development, making innovative solutions such as the

1 applicant's proposal essential. Mr. Puckett pointed out that apartments consume a significant share of
2 wastewater allocation and contribute to transient housing patterns. He referenced the city's development map,
3 which shows over 6,000 residential units currently planned or under review and inferred that half are
4 apartments. He argued that Kannapolis needs more homes that can foster generational wealth and provide long-
5 term benefits for future residents, stating that this proposal aligns with those goals.

6
7 Councilmembers raised concerns regarding parking issues, architectural design, size of the units, handicapped
8 access, target audience, pricing, and reasons why the Planning and Zoning Commission denied the request.
9 Parking solutions include on-street parking, driveways for each unit, and overflow parking at a neighboring
10 grocery store. Smaller units (16-foot) will have one to two garage spaces, while larger units (20-foot) will
11 feature two-car-width garages. Architectural design aims to preserve the historic downtown aesthetic, with a
12 high percentage of masonry materials—primarily brick—used in construction. Average unit size is projected
13 at 1,500 square feet, targeting the higher end of the general market. Accessibility requirements will comply
14 with KDO and municipal standards. Potential crowding downtown was cited as the reason the Planning and
15 Zoning Commission denied the request.

16
17 There being no additional questions or comments, the Public Hearing was closed.

18
19 Mayor Hinnant asked for a motion to adopt a Resolution approving the Statement of Consistency for TA-2025-
20 01 which was made by Councilmember Wilson, second by Councilmember Dayvault, and the motion was
21 unanimously approved.

22
23 Mayor Hinnant asked for a motion to adopt an Ordinance to amend the KDO per TA-2025-01, which was
24 made by Councilmember Jackson, second by Councilmember Wilson, and the motion was unanimously
25 approved.

26
27 **Public Hearing Text Amendment #2025-02 – KDO Text Amendments to several sections of Articles 2,**
28 **3, 4, 5, and 10 (Richard Smith, Planning Director) (Copy included as Exhibit G)**

29 Mr. Smith explained that the proposed Text Amendments under TA-2025-02 are all staff driven and that some
30 are clarifying while others are “clean-up” amendments. He noted that the Planning and Zoning Commission
31 unanimously recommended approval of all the amendments which included:

- 32
33 1. Amend Section 2.5.A(5)b.6(b) to extend expiration date of approved special use permits (SUPs) when
34 projects are delayed due to lack of sewer allocation.

35
36 Mr. Smith explained that most SUPs expire after two years and due to the wastewater allocation process, some
37 projects may take longer than two years. He added that the proposed amendment will allow him, as the
38 ordinance administrator, to extend permit expiration dates.

- 39
40 2. Amend Section 2.5.B(2)d.1(c) to remove the requirement for a mylar copy of a recorded minor
41 subdivision plat.
42 3. Amend Section 2.5.B(3)e.1(c) to remove the requirement for a mylar copy of a recorded major
43 subdivision plat.

44
45 Mr. Smith stated that the current ordinance requires developers to submit a mylar copies of a finalized site plan
46 to the Planning Department, but that this requirement is redundant and unnecessary since an electronic copy is
47 sufficient.

- 48
49 4. Amend Section 3.8.H(3)a to revise River/Stream Overlay (RSO) District to remove duplicative text.

- 1 5. Amend Section 4.2.D(5)e.3(b)2 to update street name of First Street to Martin Luther King Jr. Avenue
2 under Standards Specific to Principal Uses for Sexually Oriented Businesses.
3

4 Mr. Smith clarified that amendment #5 simply updates the street name and does not change the use or the
5 location of where the use is permitted.
6

- 7 6. Amend Table 4.3.B(3): Accessory Use/Structure Table to correct “L” to a “P” for a storage building
8 in the PD District.
9 7. Amend Table 4.3.B(3) to correct the table header to change MU-ND to MU-N for the Mixed-Use
10 Neighborhood District.
11 8. Amend Section 5.9.D to add standards for A-frame signs (“Sandwich Signs”).
12 9. Amend Section 5.9E(3)a.7 to add standards for curbside pickup signs.
13 10. Amend Section 5.1.C(6)b.2 to reference the minimum vehicular access requirements of the North
14 Carolina Fire Code.
15 11. Delete Table 5.1.C(6)b.2: Minimum Subdivision Access Points.
16

17 Mr. Smith explained that the following text amendments relate to addressing the homelessness issue in the
18 City. He added that unless the KDO specifically prohibits a use, it is presumed to be an allowed use.
19

- 20 12. Amend Table 4.4.B to add camping to the Temporary Use/Structure Table.
21 13. Amend Section 4.4.C(1)a to add camping as a use that does not require a temporary use permit.
22 14. Amend Section 4.4.D to add standards specific to camping as a temporary use.
23 15. Amend Article 10: Definitions to add definition of camping.
24

25 Councilmember Wilson expressed concern regarding amendment #4 for river and stream buffers. Mr. Smith
26 assured him that the amendment will only remove the duplicative text and will not reduce the size of the
27 buffers.
28

29 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which was then
30 closed with no public comment made.
31

32 Mayor Hinnant asked for a motion to adopt a Resolution approving the Statement of Consistency for TA-2025-
33 02 which was made by Councilmember Dixon, second by Mayor Pro tem Berry and the motion was
34 unanimously approved.
35

36 Mayor Hinnant asked for a motion to adopt an Ordinance to amend the KDO per TA-2025-02, which was
37 made by Councilmember Dayvault, second by Councilmember Wilson, and the motion was unanimously
38 approved.
39

40 **Public Hearing and Budget Amendment Ordinance – CDBG Program Income FY2024-25 (Sherry**
41 **Gordon) (Copy Included as Exhibit H)**

42 Community Development Program Administrator, Sherry Gordon, stated that the US Department of Housing
43 and Urban Development (“HUD”) requires public input on the allocation of Community Development Block
44 Grant (CDBG) funds and amendments to the City’s Annual Action Plan should additional funds become
45 available during the program year. Ms. Gordon noted that the City received \$1,215,249 in proceeds from the
46 sale of land at the Gateway Business Park, developed using CDBG Section 108 loan funds. In accordance with
47 HUD regulations, these proceeds are categorized as program income and must be used under the same
48 guidelines as the annual CDBG funding. She outlined Staff recommendations for fund allocation as follows:
49

- 50 1. \$40,000 for Program Administration to replace a City vehicle.

- 1 2. \$60,000 for Non-Profit Public Services supplementing the annual \$50,000 allocation for public
2 services.
3

4 Ms. Gordon noted that the Community Improvement Commission (CIC) will be reviewing applications
5 submitted by non-profit public services and will provide recommendations to City Council during their April
6 or May meetings.
7

- 8 3. \$495,249 for Transitional Housing to purchase and rehabilitate two to three houses, which will be
9 leased to non-profit organizations for transitional housing and homelessness support. (This expands
10 upon the seven properties already serving similar purposes.).
11 4. \$620,000 for flood mediation in collaboration with Public Works, addressing issues in a community
12 significantly affected by flooding.
13

14 Councilmember Dixon asked if Rowan County will be considered as a location for transitional housing. Ms.
15 Gordon responded that the initiative will depend on the cost of the identified properties, and that she is working
16 with a realtor to purchase and rehabilitate as many homes as the budget will allow. Councilmember Jackson
17 asked if Council would be given the opportunity to review a list of available homes. City Manager, Mike Legg,
18 responded that staff can provide updates on the property's as they close on them, but that Staff intend to
19 purchase and close on the homes as quickly as possible. He added that the funds allocated to flood mediation
20 will be addressing the Rose Hill church property that Council has previously discussed.
21

22 Councilmember Dixon asked if any of the funds will be allocated for urgent home repairs. Ms. Gordon
23 responded that regular entitlement CDBG funds will be utilized for home repairs which is separate from the
24 program income generated from the Gateway Business Park land sale. She added that Kannapolis residents
25 also benefit from partnership funds from Habitat for Humanity, which received \$100,000 through the North
26 Carolina Housing Finance Agency.
27

28 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which was then
29 closed with no public comment made.
30

31 Councilmember Dixon made the motion to approve the Budget Amendment Ordinance as discussed, second
32 by Councilmember Wilson and the motion was unanimously approved.
33

34 **Public Hearing – Voluntary Annexation (A-2025-03) of approximately 0.9492 +/- acre portion of a larger**
35 **1.4 +/- acre parcel located at 5051 Macon Street (Cabarrus County Parcel Identification Number**
36 **56035728560000). (Richard Smith, Planning Director) (Copy included as Exhibit I)**

37 Mr. Smith directed Council's attention to a map showing location of property at 5051 Macon Street, stating
38 that the property owner submitted a request for voluntary annexation. He noted that the property encompasses
39 approximately 0.9492 acres of an existing parcel and that it is situated in the southernmost portion of the
40 Fishertown area, near Highway 3.
41

42 There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing which
43 was then closed with no public comment made.
44

45 Councilmember Dayvault made the motion to adopt an Ordinance extending the corporate limits of the City
46 as shown in A-2025-03, second by Councilmember Jackson, and the motion was unanimously approved.
47

48 **Public Hearing & Order – Request to consider withdrawal from dedication a portion of right-of-way**
49 **known as Cannon Baller Way from the parking area east of West Avenue to the intersection with South**
50 **Main Street. (Richard Smith, Planning Director) (Copy included as Exhibit J)**

1 Mr. Smith stated that the applicant, Peter Flotz with LMG Holdings, LLC., submitted a request to close a
2 portion of Cannon Baller Way after it was discovered that the newly constructed building and retaining walls
3 encroached into the City's right-of-way area. Mr. Smith utilized the survey map to highlight the area proposed
4 for closure and stated that the applicant owns all of the property south of Cannon Baller Way.

5
6 There being no additional questions or comments for staff, Mayor Hinnant opened the Public Hearing which
7 was then closed with no public comment made.

8
9 Councilmember Jackson made the motion to approve the Order to close that portion of Cannon Baller Way,
10 second by Councilmember Dayvault, and the motion was unanimously approved.

11 12 **CITY MANAGER REPORT**

13 Mr. Legg stated that Mayor Pro Tem Berry had suggested Staff provide Council with reports from other Boards
14 and Commissions, such as WSAAC and MPO. He concurred that keeping everyone informed was important
15 and noted that the reports would be limited to approximately 15 minutes per meeting to prevent overly lengthy
16 discussions.

17
18 Mr. Legg also reported that he, along with the Mayor and the Director of Communications, Annette Privette-
19 Keller, met with US Representative for North Carolina's 6th Congressional District, Addison McDowell, who
20 was very receptive to the growth happening in Kannapolis. He added that Mr. McDowell's office is currently
21 accepting appropriation requests focused on transportation, and that Staff is considering submitting
22 applications for South Main Street improvements (sidewalks, drainage, curb, and gutter) as well as the
23 Oakwood Avenue/Rogers Lake Road intersection upgrades. Mr. Legg stated that the group also discussed the
24 research campus and potential partnership between the federal government and researchers on the campus.

25 26 **CITY COUNCIL COMMENTS**

27 Councilmember Dayvault commended the Kannapolis Police Department for their work in response to a
28 serious emergency call that occurred near his parents' home.

29 30 **SPEAKERS FROM THE FLOOR**

31 Zach Erwin, 903 Applewood Avenue, expressed concern that Council was asked to amend the Public Hearing
32 and Public Comments Policy which would prohibit electronic presentations and videos during public comment
33 periods. Drawing from his experience as a schoolteacher, Mr. Erwin emphasized that multimedia enhances
34 communication, supports transparency, and benefits visual learners. He suggested retaining the current policy,
35 which allows for multimedia submissions at least four days in advance, arguing that the proposed restriction
36 is unnecessary and would diminish the quality of public presentations.

37 38 **CLOSED SESSION**

39 Mayor Pro tem Berry made the motion to go into closed session pursuant to NCGS 143.318.11 (a) (3) to consult
40 with an attorney in order to preserve the attorney client privilege and NCGS 143.318.11 (a) (4) for discussing
41 matters relating to the location or expansion of industries or businesses in the area. The motion was seconded
42 by Councilmember Wilson and unanimously approved.

43
44 Council went into closed session at 6:55 PM.

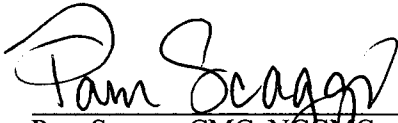
45
46 Councilmember Dayvault made a motion to come out of closed session, second by Councilmember Wilson,
47 and the motion was unanimously approved.

48
49 Council resumed regular session at 7:54 PM. Mr. Legg offered a tour of the recently renovated City Hall space
50 to Council members.

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

The meeting adjourned at 7:55 PM on Monday, March 24, 2025.



Pam Scaggs, CMC, NCCMC
City Clerk



Milton D. Hinnant, Mayor



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **RESOLUTION** - Support of the Cabarrus County Blue Zone Initiative **APPROVED**

Recommended Action Requested by City Council

Motion to approve Resolution supporting the Cabarrus County Blue Zones Initiative

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Atrium Health and the Cabarrus Health Alliance are leading an effort to establish Cabarrus County as a Blue Zone Community. They are seeking support of this effort from the larger community. Blue Zones was founded by adventurer and author Dan Buettner, an explorer who once circled the globe on his bicycle to earn three Guinness Book of World Records. The foundation of the initiative is to determine the secrets to longevity and healthier and better lives.

The stated values of the Blue Zone Initiative are:

- We believe that routine natural movement throughout the day contributes to longevity.
- We believe that a plant-slant diet leads to a longer, healthier life.
- We believe that relationships with family, friends, and people of faith lengthen lifespans.
- We believe that a strong sense of purpose in life leads to longevity.

According to the Blue Zone organization, its work is rooted in our research and identification of the world's longest-lived cultures and most extraordinary populations. Its findings were published in the New York Times best-selling books *The Blue Zones*, *The Blue Zones Solution*, *The Blue Zones of Happiness*, *Thrive*, and *The Blue Zones Kitchen* – all published by National Geographic books. The organization has now applied the tenets of the Blue Zones in over 50 cities throughout the United States, significantly improving health and lowering healthcare costs. The use an innovative, systematic, environmental approach to well-being that optimizes policy, urban and building design and social networks.

For more information on the Blue Zones Project: [Home - Live Better, Longer - Blue Zones](#)

Fiscal Implications

Community discussions to date have focused on private sector and foundation funding to move this initiative forward.

Alternate Courses of Action

1. Motion to approve Resolution supporting the Cabarrus County Blue Zones Initiative

(Recommended).

2. Table to a future meeting.
3. Take no action.

Attachments

1. 2025-19 Resolution Supporting Cabarrus County Blue Zone Initiative

**RESOLUTION SUPPORTING
THE CABARRUS COUNTY BLUE ZONE INITIATIVE**

WHEREAS, most communities in the United States and around the world traditionally rely on a reactive approach to health focused on causes, consequences and diagnosis, while communities with pro-active well-being initiatives focus on prevention, healthy lifestyle and pursuit of optimal well-being; and

WHEREAS, according to the American Heart Association more than 800,000 Americans died of heart disease, stroke or other cardiovascular disease every year, costing our health care system more than \$200 billion per year and costing an estimated \$138 billion in lost productivity; and

WHEREAS, according to the American Diabetes Association more than 35 million Americans have diabetes, and 88 million adults have prediabetes – which can cause serious complications including heart disease, kidney failure, and blindness; and

WHEREAS, the American Diabetes Association in 2017 estimated the medical cost and lost productivity due to diabetes and prediabetes at \$327 billion; and

WHEREAS, according to the Center for Disease Control (CDC) obesity affects 19% of children and 42% of U.S. adults putting people at risk for chronic disease, heart disease, and some cancers. Over a quarter of all Americans 17 to 24 are too heavy to join the military. Obesity costs the U.S. health care system more than \$150 billion a year; and

WHEREAS, research indicates physical, mental, financial, and social well-being are interrelated and the best holistic approach includes all these elements; and

WHEREAS, engaged and healthier residents, employees, and students are more effective and productive, healthy and engaged consumers spend more, and communities with higher well-being have lower healthcare costs, vibrant economies, and thriving workforces; and

WHEREAS, the Blue Zones Project began as a New York Times bestseller by National Geographic Fellow Dan Buettner and has evolved into a global movement that is now inspiring Cabarrus County to make fundamental lifestyle changes so that our residents live longer, healthier and happier lives; and

WHEREAS, For over 20 years, Blue Zones has been on the ground in hundreds of American cities, co-creating and implementing research-informed and evidence-based programs to produce transformational and sustainable, systems-level solutions that lead to positive change in population health and economic vitality; and

WHEREAS, the Blue Zones model improves the well-being of entire populations with a systems-focused multi-dimensional effort to reduce the impacts of chronic disease and comorbidities thus reducing the strain on the local hospital systems and the negative impacts on local economies and productivity; and

WHEREAS, Blue Zones Project Communities have experienced: double-digit drops in obesity, smoking, and BMI (body mass index), millions of dollars of savings in healthcare costs, and measurable drops in employee absenteeism; and

WHEREAS, Blue Zones are places where people live longer, experience fewer medical issues, live happy and healthy lives with less stress, build stronger connections, and reach the age of 100 at an astonishing rate; and

WHEREAS, Cabarrus County is being considered as Blue Zones Community, which will include the identification and implementation of wellbeing strategies focusing on people, places and policy necessary to achieve Blue Zones Community Certification; and

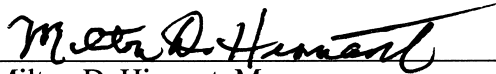
WHEREAS, the Blue Zones Initiative for Cabarrus County will deliver proven tools and resources by engaging individuals, businesses, government entities, schools, health care providers, and other entities in Cabarrus County in ways that help people transform so that healthy choices become easy choices; and

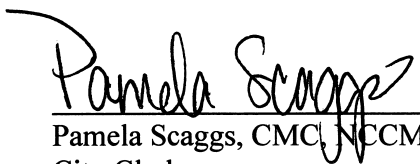
WHEREAS, the Blue Zones Initiative in Cabarrus County will improve individual and community health for all residents and advance health and healing for those living with chronic diseases; and

WHEREAS, Blue Zones partners with both public and private sector leaders to enhance communities and help residents live better lives. Taking part in the Blue Zones initiative will allow us to stand united with Atrium Health and the Cabarrus Health Alliance as they expand efforts to improve the health and quality of life of our residents.

NOW, THEREFORE, BE IT RESOLVED, that Kannapolis City Council hereby pledges its support for the Cabarrus County Blue Zones Initiative as a means to positively impact the lives and well-being of the current and future generations of our community.

Adopted this 24th day of March, 2025


Milton D. Hinnant, Mayor


Pamela Scaggs, CMC, NCCMC
City Clerk



March 6th, 2025

Dear Valued Community Member,

As trusted and respected businesses, government agencies, and nonprofits from across our community, we are collectively reaching out to you to demonstrate our collaboration, support, and commitment to bringing the Blue Zones project to Cabarrus County, North Carolina.

For over 20 years, Blue Zones has been on the ground in hundreds of American cities, co-creating and implementing research-informed and evidence-based programs to produce transformational and sustainable, systems-level solutions that lead to positive change in population health and economic vitality. The Blue Zones initiative in Cabarrus County will improve individual and community health for all residents and advance health and healing for those living with chronic diseases. Blue Zones Project Communities have experienced: double-digit drops in obesity, smoking, and BMI (body mass index), millions of dollars of savings in healthcare costs, and measurable drops in employee absenteeism.

Blue Zones partners with both public and private sector leaders to enhance communities and help residents live better lives. Taking part in the Blue Zones initiative will allow us to stand united with Atrium Health and Cabarrus Health Alliance as they expand efforts to improve the health and quality of life of our residents. Blue Zones will enhance the places where we live, work, learn, and play in Cabarrus County.

We ask you to join us in pledging your support for Blue Zones and contributing to the overall health and well-being of our community. Your action will help make Cabarrus County a model for healthier living, where all residents have access to resources, environments, and opportunities that promote a long and vibrant life. Together, we can create lasting change and inspire others to take part in this important movement.

We appreciate your consideration and look forward to partnering with you to make this vision a reality for our community.

Sincerely,

Asha Rodriguez

Erin Shoo

Signature:

M. Darrell Hinnant

Name: M. Darrell Hinnant

Title/Organization: Mayor, City of Kannapolis



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
Subject: **CONTRACT - 2025 Street Resurfacing APPROVED**

Recommended Action Requested by City Council

Motion to award the 2025 City of Kannapolis' Resurfacing contract to the lowest responsible bidder, NJR Group, Inc. In the amount of \$1,527,070.60 and authorize the City Manager to execute the contract.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The project consists of resurfacing of 10 named streets (or part thereof) totaling 2.47 miles of pavement. The project includes repaving the following:

- Franklin Avenue
- South Juniper Street
- West "D" Street
- Copel Street
- Spring Street
- Phase 1 of the Lantern Green subdivision (multiple streets).

Formal bids for the project were obtained from four contractors. Bids were publicly opened on March 4, 2025, at 2 PM. Bid results are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
NJR Group	\$1,527,070.60
Ferebee Corporation	\$1,546,876.87
Blythe Brothers Asphalt	\$1,571,490.20
Blythe Construction	\$1,920,005.45

The Contractor is awaiting the notice to proceed for the project to begin work. The contract time for completion of the work is 120 days from the notice to proceed.

Fiscal Implications

Funds for this contract are in the approved fiscal year 2025 budget.

Alternate Courses of Action

1. **Approve motion awarding the 2025 City of Kannapolis Resurfacing contract to the lowest responsible bidder, NJR Group, Inc. In the amount of \$1,527,070.60 and authorize the City Manager to execute the contract (Recommended)**
2. Take no action.
3. Table to a future meeting.

Attachments

1. 2025 CITY OF KANNAPOLIS CERTIFIED BID TAB
2. Franklin, W D, and Juniper 2025-03-14
3. Phase 1 Lantern Green Sub 2025-03-14
4. Copel and Spring 2025-03-14



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
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2. Franklin, W D, and Juniper 2025-03-14
3. Phase 1 Lantern Green Sub 2025-03-14
4. Copel and Spring 2025-03-14

PROJECT: CITY OF KANNAPOLIS 2025 RESURFACING CONTRACT

OWNER: CITY OF KANNAPOLIS

BID OPENING AT AWCK OFFICES, 120 S MAIN ST KANNAPOLIS NC 28081

BID DATE: MARCH 4, 2025

PAGE 1 OF 2

alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
Firm License No. 0203
120 SOUTH MAIN STREET
P.O. BOX 1248
KANNAPOLIS, NC 28082
704/938-1515

BASE BID - 2025 CITY OF KANNAPOLIS RESURFACING PROJECT-UNIT PRICE SCHEDULE								FEREBEE CORPORATION 10045 METROMONT INDUSTRIAL BLVD CHARLOTTE, NC 28269		NJR GROUP 1721 US HWY 52 N ALBEMARLE NC 28001		BLYTHE BROTHERS ASPHALT 1415 E. WESTINGHOUSE BLVD CHARLOTTE NC 28273		BLYTHE CONSTRUCTION PO BOX 31635 CHARLOTTE, NC 28231	
ENGINEER'S ESTIMATE															
ITEM	DESC	SECT	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	NCDOT	800	MOBILIZATION	1	LS	LUMP SUM	\$ 60,200.00	LUMP SUM	\$ 54,000.00	LUMP SUM	\$ 60,000.00	LUMP SUM	\$ 55,000.00	LUMP SUM	\$ 70,000.00
2	NCDOT	226	UNDERCUT EXCAVATION	730	CY	\$ 46.00	\$ 33,580.00	\$ 44.00	\$ 32,120.00	\$ 10.00	\$ 7,300.00	\$ 40.00	\$ 29,200.00	\$ 40.00	\$ 29,200.00
3	NCDOT	270	GEOTEXTILE FOR SOIL STABILIZATION	730	SY	\$ 10.00	\$ 7,300.00	\$ 7.00	\$ 5,110.00	\$ 1.00	\$ 730.00	\$ 7.00	\$ 5,110.00	\$ 6.00	\$ 4,380.00
4	NCDOT	520	AGGREGATE BASE COURSE	1,685	TN	\$ 60.00	\$ 101,100.00	\$ 51.60	\$ 86,946.00	\$ 50.00	\$ 84,250.00	\$ 51.00	\$ 85,935.00	\$ 45.00	\$ 75,825.00
5	NCDOT	607	INCIDENTAL MILLING	660	SY	\$ 22.00	\$ 14,520.00	\$ 17.80	\$ 11,748.00	\$ 22.00	\$ 14,520.00	\$ 18.00	\$ 11,880.00	\$ 10.00	\$ 6,600.00
6	NCDOT	607	MILLING EXISTING ASPHALT 1.5" DEPTH	2,136	SY	\$ 5.00	\$ 10,680.00	\$ 5.70	\$ 12,175.20	\$ 6.50	\$ 13,884.00	\$ 6.00	\$ 12,816.00	\$ 3.25	\$ 6,942.00
7	NCDOT	607, SP-1	MILLING/REMOVAL EXISTING ASPHALT 5.5" DEPTH-COMPACT EXISTING BASE	13,870	SY	\$ 12.00	\$ 166,440.00	\$ 4.00	\$ 55,480.00	\$ 7.55	\$ 104,718.50	\$ 10.00	\$ 138,700.00	\$ 12.00	\$ 166,440.00
8	NCDOT	610	ASPHALT CONCRETE INTERMEDIATE COURSE, I19.0C	3,510	TN	\$ 90.00	\$ 315,900.00	\$ 65.00	\$ 228,150.00	\$ 62.85	\$ 220,603.50	\$ 72.00	\$ 252,720.00	\$ 95.00	\$ 333,450.00
9	NCDOT	610	ASPHALT CONCRETE SURFACE COURSE, S9.5B	2,340	TN	\$ 85.00	\$ 198,900.00	\$ 79.00	\$ 184,860.00	\$ 65.00	\$ 152,100.00	\$ 84.00	\$ 196,560.00	\$ 95.00	\$ 222,300.00
10	NCDOT	620, SP-2	ASPHALT BINDER FOR PLANT MIX	362	TN	\$ 665.00	\$ 240,730.00	\$ 590.00	\$ 213,580.00	\$ 650.00	\$ 235,300.00	\$ 563.00	\$ 203,806.00	\$ 700.00	\$ 253,400.00
11	NCDOT	652	PERMEABLE ASPHALT DRAINAGE COURSE, TYPE P-78M	557	TN	\$ 120.00	\$ 66,840.00	\$ 111.50	\$ 62,105.50	\$ 80.00	\$ 44,560.00	\$ 95.00	\$ 52,915.00	\$ 115.00	\$ 64,055.00
12	NCDOT	SP-3	SHOULDER RECONSTRUCTION PER SHOULDER MILE	1.7	SHLDR MILE	\$ 10,000.00	\$ 17,000.00	\$17,800.00	\$ 30,260.00	\$ 12,550.00	\$ 21,335.00	\$ 5,000.00	\$ 8,500.00	\$19,500.00	\$ 33,150.00
13	NCDOT	654, SP-4	PATCHING EXISTING PAVEMENT	120	TN	\$ 150.00	\$ 18,000.00	\$ 276.00	\$ 33,120.00	\$ 125.00	\$ 15,000.00	\$ 190.00	\$ 22,800.00	\$ 300.00	\$ 36,000.00
14	NCDOT	858	ADJUSTMENT OF MANHOLES	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 1,250.00	\$ 8,750.00	\$ 1,320.00	\$ 9,240.00	\$ 1,170.00	\$ 8,190.00	\$ 1,350.00	\$ 9,450.00
15	NCDOT	858	ADJUSTMENT OF VALVE BOXES	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,250.00	\$ 2,500.00	\$ 1,210.00	\$ 2,420.00	\$ 1,150.00	\$ 2,300.00	\$ 1,325.00	\$ 2,650.00
16	NCDOT	858	ADJUSTMENT OF DROP INLETS	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,500.00	\$ 3,000.00	\$ 1,550.00	\$ 3,100.00	\$ 1,750.00	\$ 3,500.00
17	NCDOT	SP-5	TEMPORARY TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 60,200.00	LUMP SUM	\$ 67,000.00	LUMP SUM	\$ 132,000.00	LUMP SUM	\$ 85,000.00	LUMP SUM	\$ 83,000.00
SUBTOTAL							\$1,323,590.00		\$1,091,204.70		\$1,120,961.00		\$1,174,532.00		\$1,400,342.00
10% CONTINGENCY							\$132,359.00		\$109,120.47		\$112,096.10		\$117,453.20		\$140,034.20
TOTAL BASE BID							\$1,455,949.00		\$1,200,325.17		\$1,233,057.10		\$1,291,985.20		\$1,540,376.20
VARIANCE FROM ENGINEER'S ESTIMATE									-17.56%		-15.31%		-11.26%		5.80%

*NOTE Corrected Math on Contingency of Blythe Brothers Asphalt Bid

*NOTE

I HEREBY CERTIFY THIS BID TABULATION TO BE A TRUE
AND ACCURATE COPY OF THE BIDS RECEIVED:



PROJECT: CITY OF KANNAPOLIS 2025 RESURFACING CONTRACT

OWNER: CITY OF KANNAPOLIS

BID OPENING AT AWCK OFFICES, 120 S MAIN ST KANNAPOLIS NC 28081

BID DATE: MARCH 4, 2025

PAGE 2 OF 2

alley, williams, carmen, & king, inc.
CONSULTING ENGINEERS
Firm License No. 0203
120 SOUTH MAIN STREET
P.O. BOX 1248
KANNAPOLIS, NC 28082
704/938-1515

(S. JUNIPER ST)ALTERNATE 1 BID - 2025 CITY OF KANNAPOLIS RESURFACING PROJECT-UNIT PRICE SCHEDULE															
ENGINEER'S ESTIMATE								FEREBEE CORPORATION 10045 METROMONT INDUSTRIAL BLVD CHARLOTTE, NC 28269		NJR GROUP 1721 US HWY 52 N ALBEMARLE NC 28001		BLYTHE BROTHERS ASPHALT 1415 E. WESTINGHOUSE BLVD CHARLOTTE NC 28273		BLYTHE CONSTRUCTION PO BOX 31635 CHARLOTTE, NC 28231	
ITEM	DESC	SECT	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
18	NCDOT	800	MOBILIZATION	1	LS	LUMP SUM	\$ 11,200.00	LUMP SUM	\$ 11,000.00	LUMP SUM	\$ 15,000.00	LUMP SUM	\$ 3,500.00	LUMP SUM	\$ 14,500.00
19	NCDOT	520	AGGREGATE BASE COURSE	100	TN	\$ 60.00	\$ 6,000.00	\$ 51.60	\$ 5,160.00	\$ 50.00	\$ 5,000.00	\$ 51.00	\$ 5,100.00	\$ 45.00	\$ 4,500.00
20	NCDOT	607	INCIDENTAL MILLING	90	SY	\$ 22.00	\$ 1,980.00	\$ 17.80	\$ 1,602.00	\$ 25.00	\$ 2,250.00	\$ 30.00	\$ 2,700.00	\$ 12.00	\$ 1,080.00
21	NCDOT	607, SP-1	MILLING/REMOVAL EXISTING ASPHALT 1.5" DEPTH	2,090	SY	\$ 5.00	\$ 10,450.00	\$ 4.00	\$ 8,360.00	\$ 4.00	\$ 8,360.00	\$ 6.00	\$ 12,540.00	\$ 3.75	\$ 7,837.50
22	NCDOT	610	ASPHALT CONCRETE SURFACE COURSE, S9.5B	800	TN	\$ 85.00	\$ 68,000.00	\$ 79.00	\$ 63,200.00	\$ 70.00	\$ 56,000.00	\$ 80.00	\$ 64,000.00	\$ 90.00	\$ 72,000.00
23	NCDOT	620, SP-2	ASPHALT BINDER FOR PLANT MIX	77	TN	\$ 665.00	\$ 51,205.00	\$ 590.00	\$ 45,430.00	\$ 650.00	\$ 50,050.00	\$ 563.00	\$ 43,351.00	\$ 700.00	\$ 53,900.00
24	NCDOT	652	PERMEABLE ASPHALT DRAINAGE COURSE, TYPE P-78M	400	TN	\$ 120.00	\$ 48,000.00	\$ 111.50	\$ 44,600.00	\$ 80.00	\$ 32,000.00	\$ 95.00	\$ 38,000.00	\$ 115.00	\$ 46,000.00
25	NCDOT	SP-3	SHOULDER RECONSTRUCTION PER SHOULDER MILE	1.0	SHLDR MILE	\$ 10,000.00	\$ 10,000.00	\$17,800.00	\$ 17,800.00	\$ 13,000.00	\$ 13,000.00	\$ 6,200.00	\$ 6,200.00	\$19,500.00	\$ 19,500.00
26	NCDOT	654, SP-4	PATCHING EXISTING PAVEMENT	175	TN	\$ 150.00	\$ 26,250.00	\$ 276.00	\$ 48,300.00	\$ 125.00	\$ 21,875.00	\$ 160.00	\$ 28,000.00	\$ 260.00	\$ 45,500.00
27	NCDOT	858	ADJUSTMENT OF MANHOLES	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,325.00	\$ 2,650.00	\$ 1,170.00	\$ 2,340.00	\$ 1,350.00	\$ 2,700.00
28	NCDOT	858	ADJUSTMENT OF VALVE BOXES	8	EA	\$ 600.00	\$ 4,800.00	\$ 1,250.00	\$ 10,000.00	\$ 1,250.00	\$ 10,000.00	\$ 1,150.00	\$ 9,200.00	\$ 1,325.00	\$ 10,600.00
29	NCDOT	SP-5	TEMPORARY TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 11,200.00	LUMP SUM	\$ 18,000.00	LUMP SUM	\$ 20,000.00	LUMP SUM	\$ 9,500.00	LUMP SUM	\$ 15,000.00
SUBTOTAL							\$251,085.00		\$275,952.00		\$236,185.00		\$224,431.00		\$293,117.50
10% CONTINGENCY							\$25,108.50		\$27,595.20		\$23,618.50		\$22,443.10		\$29,311.75
TOTAL BASE BID							\$276,193.50		\$303,547.20		\$259,803.50		\$246,874.10		\$322,429.25
VARIANCE FROM ENGINEER'S ESTIMATE									9.90%		-5.93%		-10.62%		16.74%

(W. D ST) ALTERNATE 2 BID- 2025 CITY OF KANNAPOLIS RESURFACING PROJECT-UNIT PRICE SCHEDULE															
ENGINEER'S ESTIMATE								FEREBEE CORPORATION 10045 METROMONT INDUSTRIAL BLVD CHARLOTTE, NC 28269		NJR GROUP 1721 US HWY 52 N ALBEMARLE NC 28001		BLYTHE BROTHERS ASPHALT 1415 E. WESTINGHOUSE BLVD CHARLOTTE NC 28273		BLYTHE CONSTRUCTION PO BOX 31635 CHARLOTTE, NC 28231	
ITEM	DESC	SECT	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
30	NCDOT	800	MOBILIZATION	1	LS	LUMP SUM	\$ 1,000.00	LUMP SUM	\$ 1,900.00	LUMP SUM	\$ 5,000.00	LUMP SUM	\$ 3,500.00	LUMP SUM	\$ 2,600.00
31	NCDOT	607, SP-1	MILLING/REMOVAL EXISTING ASPHALT 1.5" DEPTH	440	SY	\$ 5.00	\$ 2,200.00	\$ 8.00	\$ 3,520.00	\$ 5.00	\$ 2,200.00	\$ 6.00	\$ 2,640.00	\$ 10.00	\$ 4,400.00
32	NCDOT	610	ASPHALT CONCRETE SURFACE COURSE, S9.5B	50	TN	\$ 85.00	\$ 4,250.00	\$ 133.50	\$ 6,675.00	\$ 100.00	\$ 5,000.00	\$ 108.63	\$ 5,431.50	\$ 250.00	\$ 12,500.00
33	NCDOT	620, SP-2	ASPHALT BINDER FOR PLANT MIX	6	TN	\$ 665.00	\$ 3,990.00	\$ 590.00	\$ 3,540.00	\$ 650.00	\$ 3,900.00	\$ 563.00	\$ 3,378.00	\$ 700.00	\$ 4,200.00
34	NCDOT	654, SP-4	PATCHING EXISTING PAVEMENT	60	TN	\$ 150.00	\$ 9,000.00	\$ 276.00	\$ 16,560.00	\$ 125.00	\$ 7,500.00	\$ 195.00	\$ 11,700.00	\$ 300.00	\$ 18,000.00
35	NCDOT	SP-5	TEMPORARY TRAFFIC CONTROL	1	LS	LUMP SUM	\$ 1,000.00	LUMP SUM	\$ 6,900.00	LUMP SUM	\$ 7,500.00	LUMP SUM	\$ 3,014.95	LUMP SUM	\$ 10,300.00
SUBTOTAL							\$21,440.00		\$39,095.00		\$31,100.00		\$29,664.45		\$52,000.00
10% CONTINGENCY							\$2,144.00		\$3,909.50		\$3,110.00		\$2,966.45		\$5,200.00
TOTAL BASE BID							\$23,584.00		\$43,004.50		\$34,210.00		\$32,630.90		\$57,200.00
VARIANCE FROM ENGINEER'S ESTIMATE									82.35%		45.06%		38.36%		142.54%

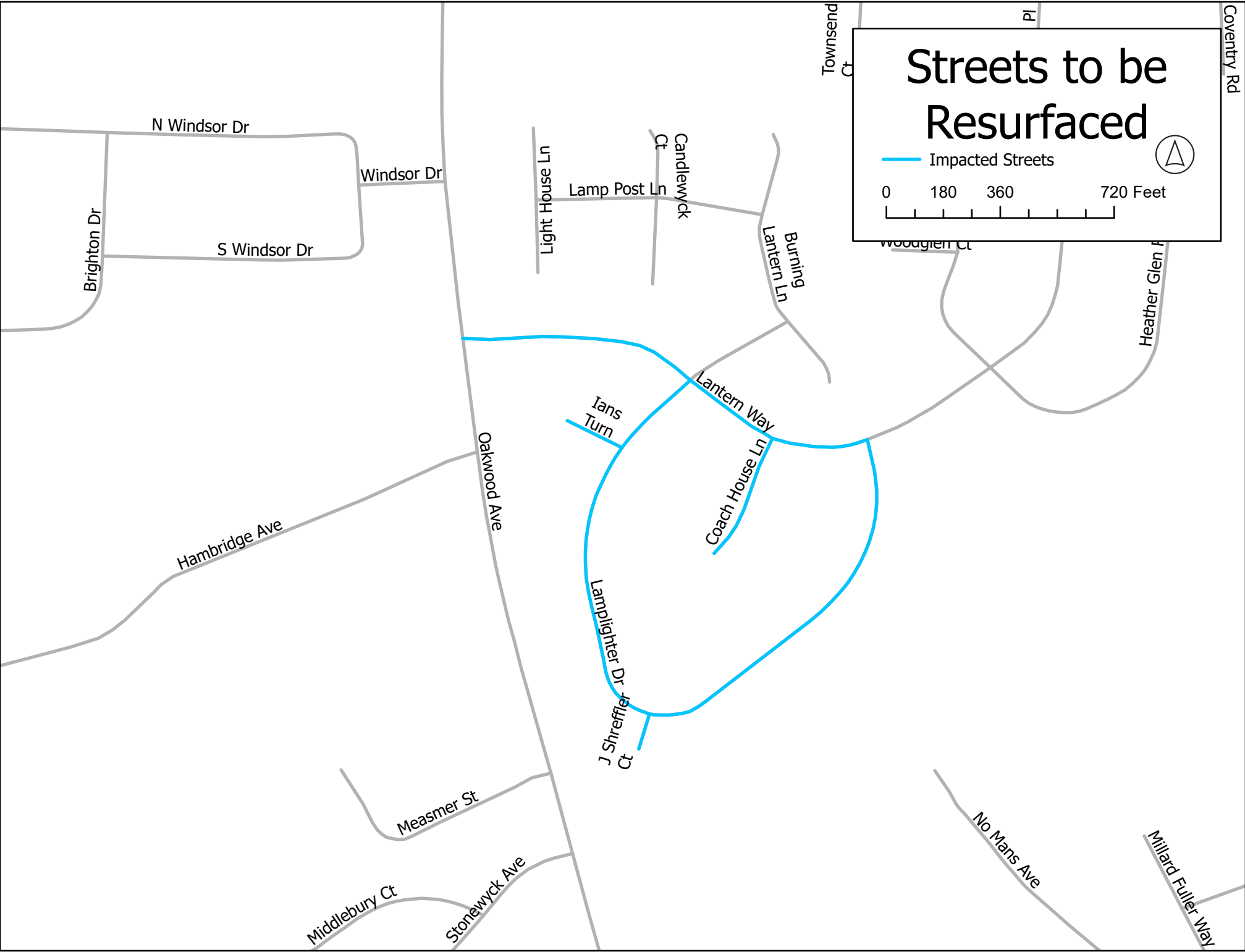
**NOTE Corrected Math on Subtotal Alt 2 Bid Blythe Brothers Asphalt Bid

**NOTE

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AND ACCURATE COPY OF THE BIDS RECEIVED:



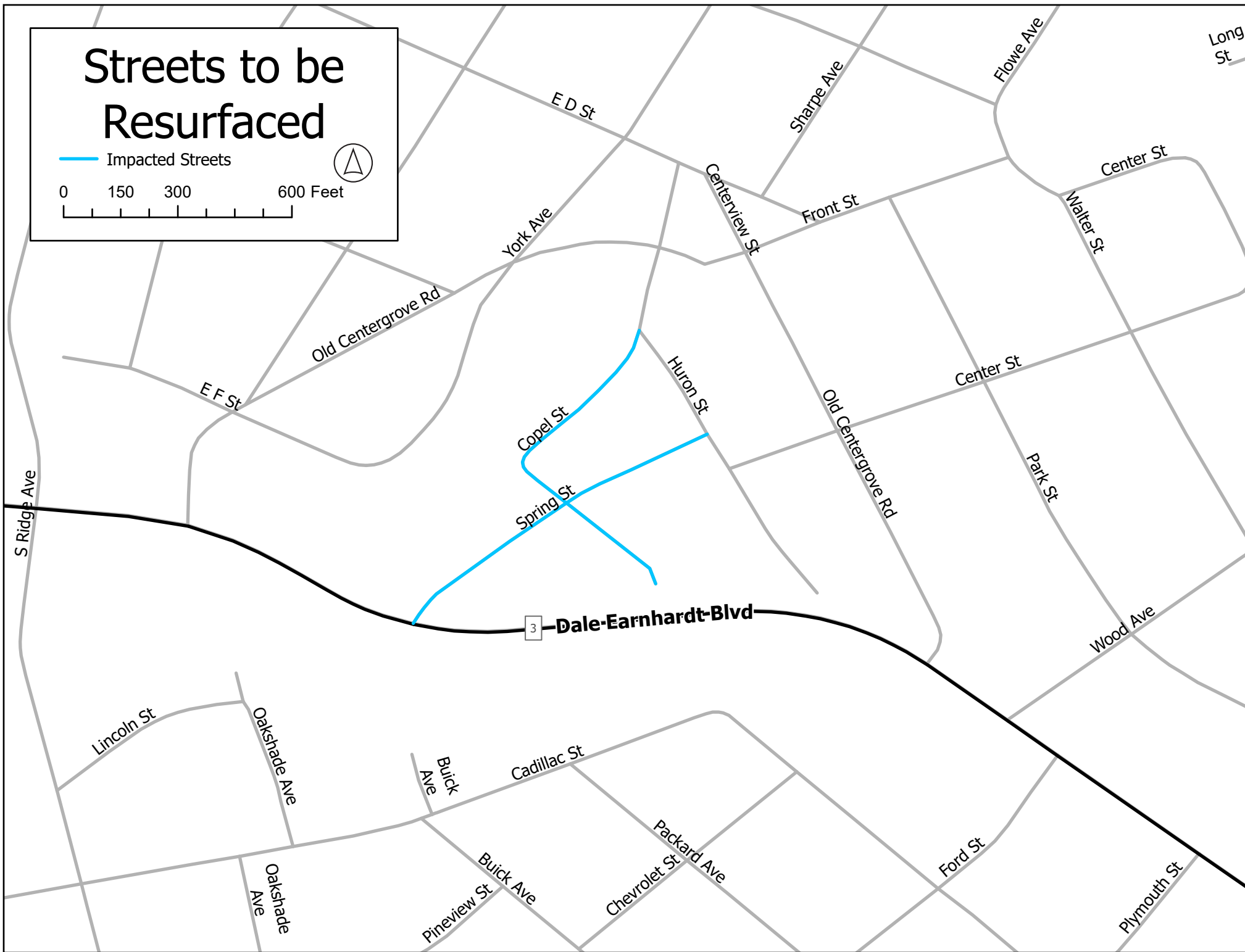




Streets to be Resurfaced

Impacted Streets

0 150 300 600 Feet





Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **POLICY AMENDMENT** - Motion to approve the amended Public Hearing and Public Comments Policy **APPROVED**

Recommended Action Requested by City Council

Motion to approve a the amended Public Hearing and Public Comments Policy

Required Votes to Pass Required Action

Majority Present at Meeting

Background

City Council adopted the Public Hearing and Public Comments Policy at its regular meeting on August 12, 2024. A few minor adjustments appear to be needed which are included in the amended policy (attached). The most significant change is related to disallowing the use of videos, PowerPoint presentations, or other electronic media by members of the public during the public comment period (speakers from the floor). With only four minutes to speak, the use of electronic presentations is too cumbersome and time-consuming. Hard copy handouts are a better media for this purpose.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to approve the amended Public Hearing and Public Comments Policy (Recommended).**
2. Table the item to a future meeting.
3. Take no action.

Attachments

1. Public Hearing and Public Comments Policy Amended



City of Kannapolis Public Hearing and Public Comments Policy

A. Overview.

North Carolina General Statutes § 160A-81 and § 160A-81.1 allow City Council to adopt reasonable rules which govern the conduct of public hearings and public comment periods (**“Speakers from the Floor”**), including rules to maintain order and decorum. The Kannapolis City Council encourages all citizens to participate in the public process and values their input, ideas, and suggestions. The Kannapolis City Council is resolved to be fair and equitable to all citizens and to maintain order and decorum during the conduct of public meetings. For these reasons, the Kannapolis City Council establishes this policy to maintain order and respectability during the public comment period and during public hearings. These rules are not intended to limit the content of any speaker's message, but to ensure that the meeting is conducted in a civil, productive, effective, and orderly manner. This policy does not place limitations as to who may or may not address City Council.

B. Public Hearings.

From time-to-time City Council will hold public hearings, either as required by law or on its own initiative. They may be held at any scheduled City Council meeting. All comments to City Council during public hearings shall be subject to the standards described in Section D below.

C. ~~Speakers from the Floor.~~ Public Comment Period.

The public comment period (**“Speakers from the Floor”**) shall be reserved as an item of business on the agenda for the City Council's regular session, which is currently held on the 4th Monday of each month. All comments to City Council during the public comment period shall be subject to the standards described in Section D below. **At discretion of City Council other public comment periods may be established at any City Council meeting of which the same standards described herein will apply.**

D. Standards.

1. Speakers are encouraged to be courteous and respectful of one another and of City Council and City Staff. Speakers are asked to refrain from personal attacks, accusations, or threats directed toward the Mayor, any member of City Council, City Staff, and/or members of the public; vulgar or profane language or gestures

will not be tolerated.

2. Prior to the start of the Council Meetings, individuals wishing to address the Council must fill out a speaker's card stationed by the meeting room door. The City Clerk will collect the cards, and the Mayor will recognize speakers in the order that they received. Speakers will address City Council from the podium and will be asked to provide their name and address for the record. The primary purpose of the speaker's card is to assist staff with record keeping. At the beginning of the meeting the Mayor will invite those

attendees wanting to speak at a public hearing or during the public comments period to complete a speaker's card. This invitation will be repeated at the beginning of each public hearing and the beginning of the public comment part of the agenda. A card must be completed and provided to the City Clerk prior to the last speaker completing his or her remarks. There will be no other speakers allowed after this time and no additional invitations made by the Mayor.

3. To be valid, the speaker's card will include the signature of speaker acknowledging that a copy of this policy has been provided to the speaker either at the date and time of the meeting or on a previous date.
4. Each speaker shall be limited to a maximum time of four (4) minutes. A timer for public speakers will be coordinated by City Staff person which will indicate time remaining and announce when the speakers time has expired. Speakers will be allowed to speak once during ~~the~~ **any** public comment period **or public hearing**.
5. A speaker may not share, relinquish, yield or transfer any remaining time they have not used to another speaker. There will be no speaker substitutions allowed.
6. To avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.
7. Speakers shall address City Council only on issues that are related to the jurisdiction of the City Council. More specifically, speakers participating in a public hearing shall only address City Council on the issues pertaining to that particular public hearing topic.
8. Speakers must address the Mayor and City Council and refrain from addressing attendees in the audience.
9. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.
10. Signs no larger than two square feet are permitted to be used by the speaker provided they do not block the view of attendees seated in the audience, City Staff,

or members of City Council. Signs shall not be shaken, waved or moved vigorously to disrupt the meeting.

11. Speakers may provide documents or other printed comments or materials to City Council, provided there are 10 copies given to the City Clerk prior to the start of the meeting. The City Clerk shall distribute the copies to City Council, **City** Attorney, and City Manager and retain one copy for the record. ~~Any videos, PowerPoint presentations, or other electronic media must be provided to the Clerk no later than four (4) working days before the meeting.~~ Written comments or letters, to include persons not present, will not be read aloud without prior approval from the Mayor. The Mayor has the discretion to deviate from this general rule should he or she deem it necessary. **Due to the limited time for individual speakers, electronic presentations and videos will not be permitted during any public comment period ("Speakers from the Floor").**
12. Public hearings and the public comment period are not intended to require City Council to answer impromptu questions or to participate in a discussion or debate with Speakers. City Council will not typically act on an item presented during the public comment period. When the Council deems appropriate, the Mayor may request the City Manager or his/her designee to follow up with the Speaker and/or to provide additional information to City Council later.
13. To provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare "out-of-order" any person who fails to comply with this policy. The Mayor shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting. Disruption from the audience relating to the support or non- support of a speaker's comments will not be permitted.
14. The Mayor has the authority to enforce this policy. Failure to obey these standards may result in a forfeiture of any remaining speaking time.
15. Individuals who engage in egregious or repeated violations may be asked to leave the meeting. The Mayor may remove any person from a meeting if the person is interrupting or disrupting the meeting. A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting he or she may be charged with a Class 2 misdemeanor under N.C.G.S. 143-318.17.
16. The City's Chief of Police or his/her designee shall serve as the Sergeant at-Arms for all City Council Meetings and when directed by the Mayor, the Sergeant-at-Arms will have the responsibility of removing a public participant whom the presiding officer determines to be disturbing or interrupting a City Council Meeting.

17. Speakers in need of interpreters or other special accommodation must contact the Human Resource office at least one week in advance of the meeting. Reasonable accommodation will be provided free of charge.

This Policy is amended this 24th day of March 2025.

Milton D. Hinnant, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

March 24, 2025

To: Mayor and City Council
From:
Subject: **MINUTES:** March 10, 2025 Work Session **APPROVED**

Recommended Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

1. 2025-03-10 Work Session Minutes

**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.

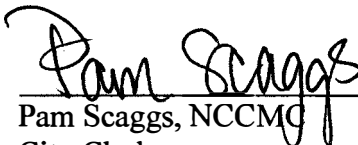
Council went into closed session at 5:37 PM.

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 City Council

City Council Agenda Staff Report

March 24, 2025

To: Mayor and City Council
From:
Subject: **MINUTES:** February 24, 2025 Closed Session Minutes **APPROVED**

Recommended Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report

March 24, 2025

To: Mayor and City Council

From:

Subject: **MINUTES:** March 10, 2025 Closed Session Minutes **APPROVED**

Recommended Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Alternate Courses of Action

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-03 - Lennar Carolinas, LLC (Summerlyn Amendment) APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing.
2. Motion to adopt the Resolution approving the Ordinance for the execution of the Development Agreement.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted the Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource to qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. In the case of private commercial permit recipients, it has become clear that once allocation is determined to be available, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified project.

The method of acquiring the contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is an amendment to a previously approved Development Agreement between the City and Summerlyn Partners, LLC. on June 13, 2022. 133.74 +/- acres consisting of Cabarrus County Parcel Identification Numbers 56037801890000, 56036995680000 and 56036619170000. This project is a proposed single-family residential development.

The proposed amended agreement will be between the City and Lennar Carolinas, LLC. Further, the amended agreement recognizes that the developer will be installing the necessary infrastructure for the entire site, but with the understanding that the City bears no responsibility for the infrastructure installed in areas where utility services (water and wastewater collection) will not yet be in service. This request was made by the developer in order to continue with their infrastructure installation for the entire project.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to adopt the Resolution approving the Ordinance. (Recommended)**
2. Amend and then approve the Resolution.
3. Table action to a future meeting.
4. Take no action.

Attachments

1. Public Notice Ad
2. Salisbury Post Public Notice Ad
3. 2025-20 Resolution Dev Agmt Summerlyn Amendment
4. 2025-15 Ordinance Dev Agmt Summerlyn Amendment
5. RECORDED-Summerlyn SCM Village Phase 1A

Notice of Public Hearing

KANNAPOLIS CITY COUNCIL

Monday, March 24, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the amendment of a previously approved Development Agreement between the City of Kannapolis ("City") and Lennar Carolinas, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to install water and sewer infrastructure in a residential subdivision under development on approximately 133.74 +/- acres of real property being further identified as Cabarrus County Tax Parcels ID# 56036881110000 and 56037890170000 (the "Property"); and

A copy of the proposed amended Agreement, including attachments, will be available for public inspection at the Office of the City Manager, located in Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on March 24, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents, and the City Council will receive public comment on the Agreement.

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina

Publication Dates: March 18, 2025. #####

Client	CITY OF KANNAPOLIS-LEGALS	Client Phone	(420) 270-4920
Address	401 LAUREATE WAY	Client EMail	athacker@kannapolisnc.gov
	KANNAPOLIS, NC 28081		
Account #	98603	Price	\$275.54
Ad #	1962137	Purchase Order #	
Start Date	03/13/25	Sales Rep	SNL Legal Desk
End Date	03/20/25	Phone	
Tagline	SP-NOH Lennar Carolinas	EMail	legals@salisburypost.com

No. 1962135

Council will receive public comment on the Agreement.

**NOTICE OF PUBLIC HEARING
KANNAPOLIS CITY COUNCIL**

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina

Monday, March 24, 2025

Publish Salisbury Post: 03/13/25,
03/20/25.

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the amendment of a previously approved Development Agreement between the City of Kannapolis ("City") and Lennar Carolinas, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to install water and sewer infrastructure in a residential subdivision under development on approximately 133.74 +/- acres of real property being further identified as Cabarrus County Tax Parcels ID# 56036881110000 and 56037890170000 (the "Property"); and

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City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on March 24, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents, and the City

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
LENNAR CAROLINAS, LLC.**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Summerlyn Partners, LLC., a Delaware limited liability company, (the “Summerlyn”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, Summerlyn subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC., a Delaware limited liability company (“Developer”), on or about June 27, 2022; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “First Amendment to Development Agreement”); and

WHEREAS, a legislative hearing on the First Amendment to Development Agreement was held on March 24, 2025, in accordance with N.C.G.S. §160D-1003 et seq.; and

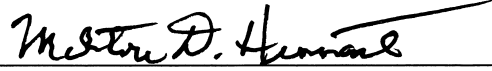
WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the First Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement by the attached Ordinance.
2. The City approves the First Amendment to Development Agreement and hereby authorizes the City Manager to execute and deliver said agreement, including any and all necessary documents to effectuate the intent thereof. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.

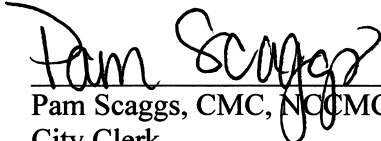
3. This Resolution is effective upon adoption.

Adopted this 24th day of March 2025.

A handwritten signature in black ink, reading "Milton D. Hinnant", written over a horizontal line.

Milton D. Hinnant, Mayor

ATTEST:

A handwritten signature in black ink, reading "Pam Scaggs", written over a horizontal line.
Pam Scaggs, CMC, NCCMC
City Clerk

**AN ORDINANCE TO AMEND THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

**LENNAR CAROLINAS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Summerlyn Partners, LLC., a Delaware limited liability company, (the “Summerlyn”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, the Summerlyn subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC., a Delaware limited liability company (“Developer”), on or about June 27, 2022; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “First Amendment to Development Agreement”); and

WHEREAS, a legislative hearing on the First Amendment to Development Agreement was held on March 24, 2025, in accordance with N.C.G.S. §160D-1003et seq.; and

WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the First Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

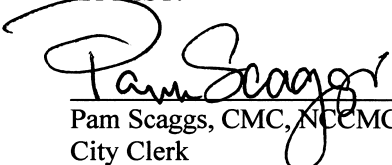
NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement and authorizes the City Manager to execute the same.
2. This Ordinance is effective upon adoption.

Adopted this 24th day of March 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

17387 0180

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Apr 14, 2025
AT	03:56:00 PM
BOOK	17387
START PAGE	0180
END PAGE	0189
INSTRUMENT #	07812
EXCISE TAX	\$0.00

AMENDED
WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA;
AND
LENNAR CAROLINAS, LLC

March 24, 2025

**AN ORDINANCE TO AMEND THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

**LENNAR CAROLINAS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Summerlyn Partners, LLC., a Delaware limited liability company, (the “Summerlyn”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, the Summerlyn subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC., a Delaware limited liability company (“Developer”), on or about June 27, 2022; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “First Amendment to Development Agreement”); and

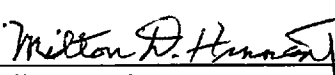
WHEREAS, a legislative hearing on the First Amendment to Development Agreement was held on March 24, 2025, in accordance with N.C.G.S. §160D-1003et seq.; and

WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the First Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

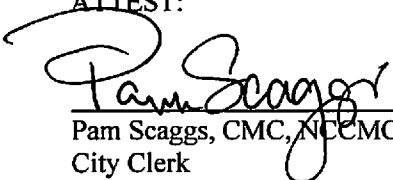
NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement and authorizes the City Manager to execute the same.
2. This Ordinance is effective upon adoption.

Adopted this 24th day of March 2025.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

**NORTH CAROLINA
CABARRUS COUNTY**

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(Summerlyn Village)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") entered into this the 24 day of March, 2025, by and between Lennar Carolinas, LLC, a Delaware limited liability corporation, authorized to do business in North Carolina ("Developer") and the City of Kannapolis, a North Carolina municipal corporation ("City"). The City and Developer are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties".

WHEREAS, the Summerlyn Partners, LLC and City entered into a Development Agreement (the "Development Agreement") for the development of 133.74 acres consisting of Tax ID parcels 5603-78-0189, 5603-69-9568 and 5603-66-1917 for single family homes and townhomes (the "Development"); and

WHEREAS, Summerlyn Partners, LLC, subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC, on or about June 13, 2022 a copy of which is found in Minute Book CXX111, Volume 123; and

WHEREAS, Developer and City desire to amend the Development Agreement as hereinafter provided; and

WHEREAS, the Development is projected to be constructed in multiple phases with a portion of the infrastructure being constructed in advance of one or more phases of the single-family homes and townhouses (the "Residential Structures") a copy of which Phasing Plan is attached hereto as Exhibit A and incorporated herein as a part of the Amendment; and

WHEREAS, a sewer allocation permit was issued by the City for wastewater treatment for Phase 1A and 1B of the Development and additional future lots in subsequent phases; and

WHEREAS, construction of the Residential Structures and public facilities, including but not limited to water, sewer, sidewalks and roadways (the "Public Infrastructure"), has begun in Phases 1A and Phase 1B; and

WHEREAS, although construction of Phases 2A and 2B have not been approved for vertical construction, Developer desires that a portion of the Public Infrastructure be constructed contemporaneously with other Public Infrastructure construction for the earlier phases; and

WHEREAS, City is willing to consent to advance construction of the Public Infrastructure in Phases 2A and 2B subject to the terms and conditions of this Amendment.

NOW THEREFORE, in consideration of the following terms, conditions, covenants and agreements, the Parties hereby agree as follows:

1. The Recitals above are incorporated herein as a part of this Amendment.
2. The Parties acknowledge that Developer has been granted a Wastewater Allocation Permit for two hundred twenty-two (222) single family residences in the Development and a Supplemental Wastewater Allocation Permit for fifty (50) single family residences to be issued on or before December 31, 2027 (the "Permits").
3. Subject to the terms of this Amendment, City shall allow construction of a portion of the Public Infrastructure in Phase 2A and 2B of Summerlyn Village contemporaneously with construction of Phases 1A and 1B.

4. Phase 2A consists of Lots 9-18 and Phase 2B consists of Lots 58-83 and 122-141.
5. During the period following construction of the Public Infrastructure for Phases 2A and 2B and prior to the time that the Public Infrastructure is dedicated and accepted by City as a part of the public systems, Developer shall be exclusively responsible for its construction, reconstruction and maintenance in accordance with City requirements. In no event shall the City be responsible or deemed to have assumed responsibility in any way for the Public Infrastructure so constructed prior to formal acceptance of its dedication to public use.
6. Except as amended hereby, the remaining terms, conditions and provisions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Development Agreement as of the day and year first above written.

LENNAR CAROLINAS, LLC, a Delaware
limited liability company

By: [Signature]
Title: VICE PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

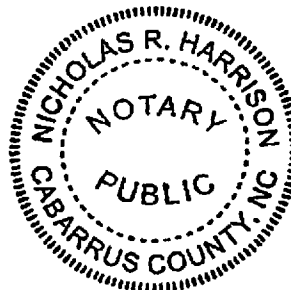
I, Nicholas R. Harrison, a Notary Public of County of Cabarrus and State of North Carolina,
certify that Mark Henninger personally came before me this day and acknowledged that he/she is
VICE PRESIDENT for Lennar Carolinas, LLC, a Delaware limited liability company, and that
by authority duly given the foregoing instrument was signed by Mark Henninger.

Witness my hand and notarial seal, this 19th day of December ~~November~~ 2024.

[Signature]
Notary Public

(STAMP / SEAL)

My commission expires: 5-18-2027



CITY OF KANNAPOLIS,
a North Carolina municipal corporation

Michael B. Legg
Michael B. Legg
City Manager

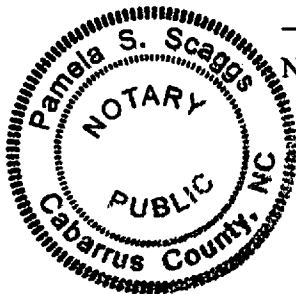
STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, Pam Scagg, a Notary Public of Cabarrus County and aforesaid State, certify that Michael B. Legg personally came before me this day and acknowledged that he is the City Manager of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed by Michael B. Legg, City Manager.

Witness my hand and notarial seal, this 11th day of April ~~March~~ 2025.

(STAMP / SEAL)



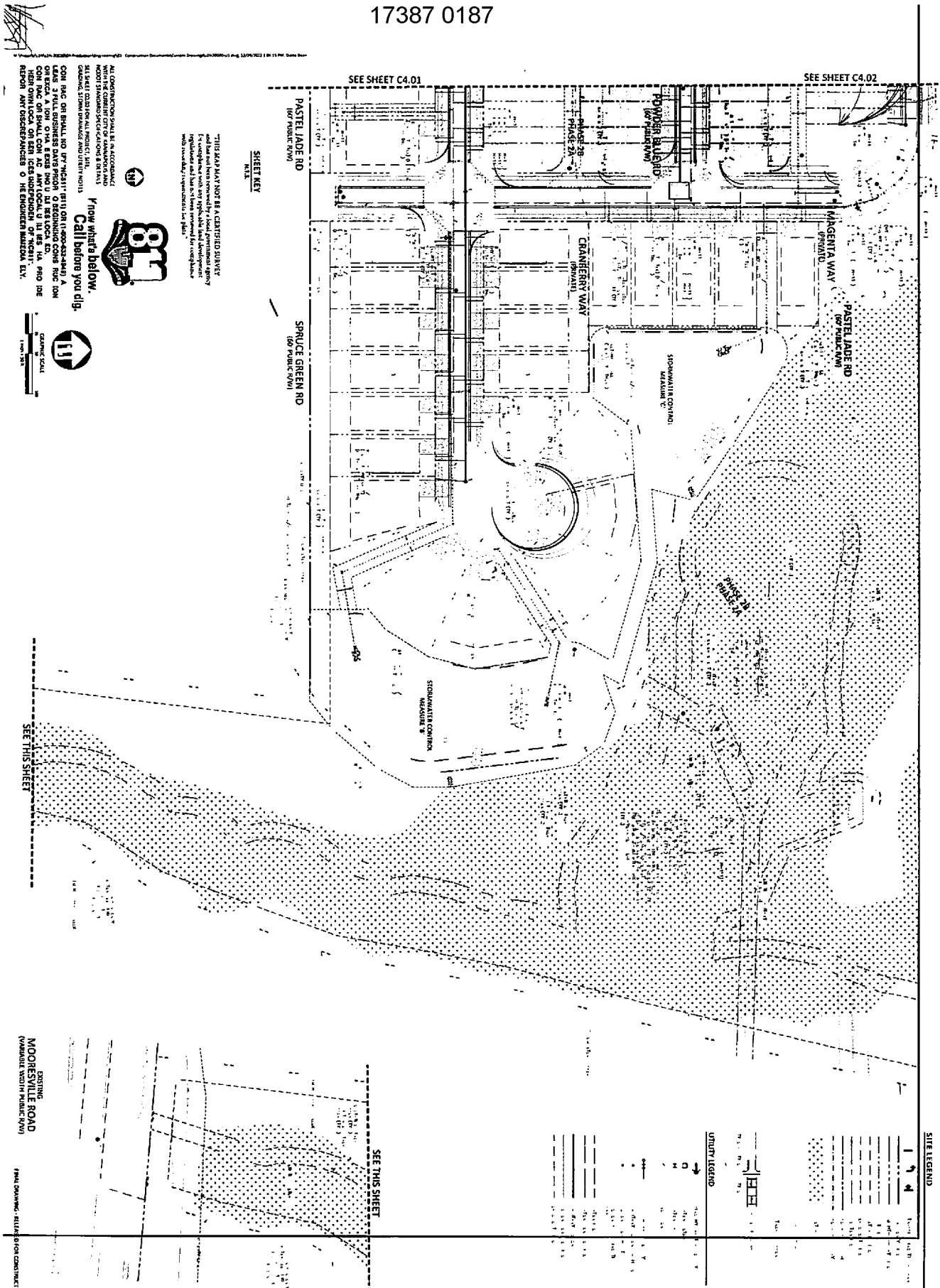
Pamela S. Scagg
Notary Public

My commission expires:

November 9, 2025

Exhibit A

Phasing Plan



MCADAMS
The John A. McAdams Company, Inc.
11500 Springdale Way
Charlotte, NC 28217
Phone: 704.317.0800
Fax: 704.317.1158
Internet: www.mcadams.com

CLIENT
Lennar Construction, LLC
1701 Oakleaf Blvd., Suite 100
Charlotte, NC 28217
Phone: 704.317.1158

LENNAR

SUMMERLYN VILLAGE
CONSTRUCTION DRAWINGS
MOORESVILLE ROAD
KANNAPOLIS, NORTH CAROLINA, 28081

UTILITY PLAN - SOUTHEAST
C4.03

PLAN INFORMATION

PROJECT NO. 17387-0187
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: 1"=10'
DATE: 11.16.2009
SHEET

REVISIONS

NO. DATE DESCRIPTION
1 11.16.2009 Initial Drawing

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
LENNAR CAROLINAS, LLC.**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Summerlyn Partners, LLC., a Delaware limited liability company, (the “Summerlyn”), entered into that certain development agreement dated June 13, 2022 (the “Development Agreement”) in accord with and under the authority of the cited statutes; and

WHEREAS, Summerlyn subsequently assigned all rights and interests in the Development Agreement to Lennar Carolinas, LLC., a Delaware limited liability company (“Developer”), on or about June 27, 2022; and

WHEREAS, Developer and the City desire to enter into an amendment to the Development Agreement (the “First Amendment to Development Agreement”); and

WHEREAS, a legislative hearing on the First Amendment to Development Agreement was held on March 24, 2025, in accordance with N.C.G.S. §160D-1003 et seq.; and

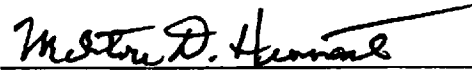
WHEREAS, the City finds that the First Amendment to Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the First Amendment to Development Agreement, and is reasonable and in the public interest for the reasons set forth therein.

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the First Amendment to Development Agreement by the attached Ordinance.
2. The City approves the First Amendment to Development Agreement and hereby authorizes the City Manager to execute and deliver said agreement, including any and all necessary documents to effectuate the intent thereof. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.

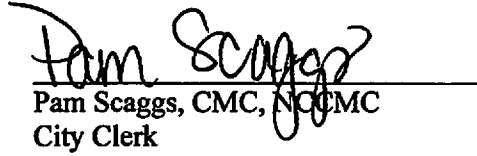
3. This Resolution is effective upon adoption.

Adopted this 24th day of March 2025.

A handwritten signature in black ink, appearing to read "Milton D. Hinnant", written over a horizontal line.

Milton D. Hinnant, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Pam Scaggs", written over a horizontal line.
Pam Scaggs, CMC, NCCMC
City Clerk

FILED	Jan 07, 2025
AT	09:21:00 AM
BOOK	17258
START PAGE	0067
END PAGE	0086
INSTRUMENT #	00277
EXCISE TAX	\$0.00

Prepared by: Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way, Kannapolis, North Carolina 28081

NORTH CAROLINA

CABARRUS COUNTY

STORMWATER SCM
MAINTENANCE AGREEMENT
AND EASEMENTS
(Summerlyn Village Phase 1A)

THIS STORMWATER SCM MAINTENANCE AGREEMENT AND EASEMENTS (the "Agreement") made this ____ day of November, 2024, by Summerlyn Village Homeowners Association, Inc., a North Carolina non-profit corporation, (the "HOA"), Lennar Carolinas, LLC, a Delaware limited liability corporation authorized to do business in North Carolina ("Developer") and DRP Multistate 1, LLC, a Delaware limited liability company authorized to do business in North Carolina (in its capacity as record owner of the Property described herein), with, to, and for the benefit of the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") all collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Developer is constructing a residential development (the "Development") on the east side of Rainbow Drive (the "Property") as shown on the plat recorded in Book 100 Page 71 in the Cabarrus County Registry a copy being Exhibit "A" attached hereto, and incorporated as a part of this Agreement (the "Plat"); and

WHEREAS, the Property is located within the planning jurisdiction of the City of Kannapolis and is subject to certain requirements set forth in the City of Kannapolis Code of Ordinances, Article 5 of the Kannapolis Development Ordinance, (hereinafter the "KDO"), the Kannapolis Technical Standards Manual and the NCDEQ Stormwater Design Manual ((collectively the "SCM Regulations").

WHEREAS, development of the Property pursuant to the SCM Regulations (i) construction of one or more engineered stormwater control measures serving the property (the "Stormwater SCM" or "SCM"), (ii) the conveyance or dedication of easements permitting City access for construction work, reconstruction, repairs, operations and maintenance of the Stormwater SCM, all as shown on the plat; and (iii) the assumption by designated parties of certain specified maintenance and repair responsibilities as provided in the KDO and this Agreement; and

HOA Version

TRACKED Stormwater SCM Maintenance Agreement and Easements (Summerlyn Village Phase 1A)
Page 1 of 15

WHEREAS, an additional provision of the KDO requires that any Stormwater SCM in a residential subdivision shall be owned and maintained by a homeowners or property owners association for permanent operation and maintenance of the Stormwater SCM by and through the subdivision Declaration of Covenants, Conditions and Restrictions (the "Declaration"); and

WHEREAS the Declaration shall provide that the Stormwater SCM is part of the Common Elements (as defined in the Declaration) of the subdivision. Pursuant to the Declaration, the HOA is obligated to maintain, repair, and replace the Common Elements (the "HOA Property") in the subdivision which includes the Stormwater SCM; and

WHEREAS, this Agreement has been authorized in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, and Article 5, Section 5.10 *et seq.*, of the KDO, and any reference to SCM or SCMs shall for the purposes of this Agreement or any Exhibits shall be interchangeable with the term "BMP" or "BMPs"; and

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Stormwater SCM. Developer agrees that it shall initially construct (and represents that it has sufficient finances as required in order to complete the same) on the Property, at its sole cost and expense, the Stormwater SCM in accordance with the requirements of the State of North Carolina including, but not limited to, those contained in the SCM Regulations, specifically including, without limitation, the activities, devices, easements and facilities identified on the Plat. Any use of the term "Developer" or "HOA" shall include any or all successors in interest for the Property, or the HOA Property, once conveyed to the HOA, as the case may be, or any portion thereof. Upon compliance with the KDO requirements, City shall issue to Developer and HOA a permit for the Stormwater SCM ("Stormwater Permit").

1.1 After the initial construction by Developer and subject to the remainder of this Section, the HOA shall adequately maintain the Stormwater SCM located on the Property in accordance with the SCM Regulations and the Declaration. This maintenance obligation shall include all pipes and channels built to convey stormwater to the quantity and quality of the stormwater, but only to the extent the same are located within any Common Elements (as defined in the Declaration) on the Property. Adequate maintenance is herein defined as good working condition so that the Stormwater SCM is properly and adequately performing its design functions. Upon completion of construction of any and each SCM, Developer's North Carolina registered professional engineer shall certify in writing to the City Engineer that the SCM's and all components are constructed and initially functioning as designed.

1.2. The HOA shall establish and maintain a separate escrow account (the "Escrow Account") the funds from which may be used solely to provide for the operation, long-term maintenance, inspection, repair, and replacement/reconstruction (sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction) of the SCM, as required by the Stormwater Management Ordinance of the City and in accordance with approved construction plans and specifications, this Agreement, the Operation and Maintenance Manual(s), and the Permit (as set out in the plans, specifications, and permit approved by the City Engineer). The HOA shall perform the continuance maintenance as outlined in the Operation, Inspection, and Maintenance Plan (the "Maintenance Plan" as described in Section 7 hereinafter) and as provided in the SCM Regulations. The term "Property" or "Lot" shall include all or any portion of the Property and shall include any subdivision thereof. Subdivisions of the Property may be specifically designated by the term "Lot". The term "Lot" may also be deemed to include the term "Tract", or "Unit" as defined in NCGS Chapter 47A, as context may require.

1.2.1 The amount of funds for Escrow Account shall not exceed ten (10%) percent of the Stormwater control project's original cost of construction as indicated by a sealed engineer's estimate. The Developer or HOA shall have a period of five (5) years from the time the Stormwater SCM is accepted by the City to fully deposit the required amount in the Escrow Account. Upon acceptance of the Stormwater SCM by the City, the HOA shall deposit and retain in the Escrow Account at least two (2%) percent of the project's original cost of construction annually for five years until fully funded. Once fully funded at ten (10%) of the engineer's estimated cost, that amount shall be retained and maintained by the HOA in the segregated Escrow Account, and the HOA shall annually provide the City of Kannapolis verification of the amount held in the Escrow Account. The Escrow Account required herein shall be maintained at the amount required by City as long as the Stormwater SCM remains in place until released by the City in writing.

1.2.2 The Developer is responsible for all Escrow Account fund deposits required herein until such time as the HOA assumes full responsibility for the requirement set out in this Agreement. The Developer shall assign (as Assignor) and the HOA (as Assignee) shall assume all requirements for the operation, maintenance, control, inspection, management, and repair, including financial responsibility required in this Agreement. Once the HOA has taken ownership or legal or managerial authority/control of the Stormwater SCM which is the subject of this Agreement, the HOA will establish or continue to maintain the Escrow Account as required herein.

1.3. If HOA or any present or future owner of any portion of the Property (each an "Owner", and collectively with the other owners, the "Owners"), with respect to such Owner's portion of the Property, fails to comply with the requirements contained in this Agreement, or any other obligations imposed in the SCM Regulations, then the City will provide written notice to the HOA with respect to such failure and provide the HOA with a reasonable opportunity to cure the failure. If the HOA fails to remedy the failure, City may perform such work and recover the costs thereof from the HOA.

2. Stormwater SCM Easement. Developer (with the express consent and joinder of DRP Multistate 1, LLC ("DRP")), as record owner of the Property described herein) hereby grants and assigns to City, its successors and assigns, a permanent, indefeasible, non-exclusive easement (the "Stormwater SCM Easement") for facilities and devices constituting the Stormwater SCM in and to the areas designated as "Stormwater Control Measure F" on the Plat for construction work, reconstruction, operation, maintenance, replacement and repair of the Stormwater SCM in accordance with the requirements set forth hereinafter in Exhibit "B", if any, or in subsequently recorded Modification Documents as identified in Section 6.3 hereinafter.

3. Stormwater SCM Access. Permanent Access to the Stormwater SCM Easement shall be from Rainbow Drive to the Stormwater SCM. Developer (with the express consent and joinder of DRP) hereby grants and assigns to City, its successors and assigns, a permanent, indefeasible, non-exclusive easement (the "Stormwater SCM Access Easement") in, to and over the areas designated as "Variable Width Public SCM Access and Maintenance Easement" on the Plat, for ingress, egress and regress along said easement for the purpose of providing access to the Stormwater SCM.

3.1 Damage to Stormwater SCM Easement. Except on a reasonable temporary period as the result of force majeure, and only until the HOA has taken ownership or legal or managerial authority/control of the Stormwater SCM which is the subject of this Agreement, Developer shall at all times keep the Stormwater SCM Easement open and clear for accessibility to the Stormwater

SCM. Notwithstanding the foregoing, Developer shall have the right to erect and maintain security fencing and gates that may reasonably restrict unescorted access to the SCM, and City agrees that, except in the case of emergency, it shall provide Developer with reasonable notice of its intent to access the SCM and to coordinate such access with representatives of Developer.

4. Easement Appurtenant to the Property. The public street known as Rainbow Drive represented on the Plat shall be the dominant estate and the Property shall be the servient estate for the easements. The easements conveyed herein are not personal but are appurtenant to and shall run with the land benefited and burdened thereby and shall be binding upon all present and future Owners of the Property or any portion thereof, their successors in title or interest and their permitted assigns.

5. Impervious Maximum for the Property. In addition to any other conditions set forth herein, the Parties acknowledge the impervious area limitation for Stormwater SCM is 233,394 square feet. Additional SCM permits will be required for any expansion of the impervious areas.

6. Concurrent Use of Stormwater SCM.

6.1 Any other parcels of real property, whether or not subdivided out of the Property, or the HOA Property, which will be served by the Stormwater SCMs (the "Additional Parcels") may be granted rights by the HOA to construct, use, inspect, replace, reconstruct, repair, maintain and access the facilities and devices contained therein and to transport, store, and discharge stormwater to and from the Stormwater Facilities and devices and shall obtain Stormwater Permits from the City, which together with the HOA, shall be referred to collectively as the "Permittees". All Additional Parcels shall be identified by a plat recorded in the Registry as required in Section 6.3 hereinafter. The pro-rated costs and financial obligations for the construction, operation and maintenance of the Stormwater SCM to be borne by such Additional Permittee(s) shall be set forth in a separate written agreement between HOA and such Additional Permittee.

6.2 Each Permittee served by the Stormwater SCM is jointly and severally responsible for repairs and maintenance of the Stormwater SCM and any unpaid ad valorem taxes, public assessments for improvements and unsafe building and public nuisance abatement liens charged against the facility, including all interest charges together with attorney's fees, cost and expenses of collection, all in accordance with the KDO. The failure to maintain the Stormwater SCMs is a violation of the KDO subjecting the Permittees to significant daily civil penalties and other enforcement actions as more specifically set forth in Section 8 of this Agreement.

6.3 Any enlargement of or any other modification (excluding maintenance and repair) to the Stormwater SCM, including the addition of Additional Permittees shall require City approval and, in the City's reasonable discretion, issuance of a revised Stormwater SCM permit together with, but not limited to, recording of a plat depicting the modification(s) and as built drawings (the "Modification Documents").

7. Maintenance Requirements.

7.1 The Stormwater SCM shall be maintained in accordance with the approved Maintenance Plan, which Plan is attached to this Agreement as Exhibit "B", which is incorporated herein as a part of this Agreement, and at all times the Stormwater SCM shall comply with all applicable laws, ordinances, regulations, rules and directives of governmental authorities, and that the SCMs shall perform as designed.

7.2 Within protected undisturbed areas of the Property, no land-disturbing activity, placement of impervious surface, removal of vegetation, encroachment, construction or erection of any structure shall occur except in accordance with a permit first being issued by the City.

7.3 Upon determination by an authorized City agent that the Stormwater SCM is not performing adequately or as intended, or is not properly maintained in accordance with the Stormwater Management Ordinance, this Operation and Maintenance Agreement, the Operation and Maintenance Manual(s), or the Permit (as those terms are defined in the Operation and Maintenance Agreement), the HOA shall make the necessary repairs as determined by the City with funds on deposit in the Escrow Account established pursuant to this Agreement or other funds of the HOA at its discretion. If the City has determined that, pursuant to the Ordinance, it must take over and perform any such uncompleted operation, maintenance, inspections, repairs, and replacement/reconstruction which the HOA fails to perform, the HOA agrees to reimburse the City or otherwise use the funds on deposit in the Escrow Account for such purposes. Any expense incurred by the City in excess of the amount available from the Escrow Account shall be reimbursed by the HOA pursuant to Section 7.3.2.

7.3.1 The HOA agrees to comply with the requirement of the Ordinance that any funds drawn down from the Escrow Account shall be replaced and the account balance shall be maintained at the level required by ordinance and this Agreement by the HOA.

7.3.2 In the event the Escrow Account should fail for any reason to cover the costs of operation, maintenance, inspection, repair, and replacement/reconstruction, including any deficiency as to form or execution, then the HOA, and its successors, transferees, or assigns, acknowledge that whichever party is deemed responsible by the City shall assume full responsibility for the costs of such maintenance and repair, and any such costs incurred by the City and unpaid by the HOA shall be enforced pursuant to Section 7.4.

7.4 The HOA shall pay all reasonable legal, engineering and other professional fees incurred by the City in carrying out its duties as set forth in this Agreement provided that such parties have first received at least sixty (60) days' written notice of the City's intent to incur costs on such parties' behalf, an estimate thereof and the reasons therefor and an opportunity to cure the conditions involved prior to the City's incurring such expenditures. The HOA may seek financial contributions from any Permittee.

7.5 Annually, the HOA served by the Stormwater SCMs shall provide an inspection report from a licensed professional to occur each year beginning one year from the date of as-build certification and each year thereafter on or before the date of the as-build certification. This report shall be mailed to:

City of Kannapolis
Attn: Stormwater Administrator
401 Laureate Way
Kannapolis, North Carolina 28081

8. Default.

8.1 All stormwater control measures are required to comply with the SCM Regulations. Failure to construct and/or maintain the Stormwater SCM is a violation of these regulatory documents potentially subjects each Permittee subject to this legal document to

significant daily civil penalties and other enforcement actions. Provided, however, and in addition to the other provisions herein, the City will provide the Permittee(s) notice of any default and a reasonable opportunity to cure as set forth in Section 7.4 above.

8.2 In the event of nonpayment of any stormwater fees or assessments for a period of forty-five (45) days or longer after the payment due date, such fees or assessments, (together with interest at a rate not to exceed the highest rate allowed by North Carolina law, as computed from the date the delinquency first occurs), late charges, and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land upon the filing of a claim of lien, in the manner provided in G.S.47F-3-116(g), in the office of Clerk of Superior Court for Cabarrus County and shall be a continuing lien upon each Lot against which the assessment is made until paid in full. The lien may be foreclosed in accordance with North Carolina law, or in any other manner permitted by law. When the holder of a first mortgage or first deed of trust of record or other purchaser of a Lot who obtains title to the Lot as a result of a foreclosure of a first mortgage or first deed of trust, such purchaser and its heirs, successors, and assigns shall not be liable for the stormwater related fees and assessments against such Lot which became due prior to the acquisition of title to such Lot by such purchaser. In such instances, such unpaid assessments shall be deemed a debt collectible from all property Owners within the Property developed.

8.3 All stormwater fees and assessments, together with late charges, interest, the costs of collection thereof, including attorney's fees, shall also be the personal obligation or corporate obligation of each individual or entity which was the owner ("Owner") of a Lot in the Development at the time when the stormwater fee or assessment first became due and payable. If more than one individual or entity held an ownership interest in the Property at the time the stormwater fee or assessment first became due, then each individual or entity shall be both jointly and severally liable. An Owner's personal obligation for payment of such fee or assessment shall not become the personal obligation of a subsequent Owner unless expressly assumed by the subsequent Owner, although the lien shall continue against the Owner's Property until the amount due is paid. This Agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law. Every Owner and transferees of any Owner shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Any subsequent transferee or succeeding Owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee's name, address of the Property, transferee's mailing address and other contact information. Upon the conveyance of the Property by transferor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 8.10 below, transferor is released from any further covenants or other obligations set forth in this Agreement.

8.4 This Agreement shall not obligate the City to maintain or repair any Stormwater SCM, and the City of Kannapolis shall not be liable to any person for the condition or operation of Stormwater SCM. The Parties hereto indemnify City, its agents, contractors and employees for any costs and injuries arising from or related to the SCM unless City agrees in writing to assume the maintenance responsibility for the SCM and has accepted dedication of any and all rights necessary to carry out that maintenance.

8.5 In the event of default, the City may recover from any Permittee in violation of this Agreement or the KDO or their successors the costs for enforcement actions including but not

limited to court costs and attorney fees, provided notice and opportunity to cure has first been provided as set forth in Section 7.4 above.

8.6 The applicable party shall be subject to such other enforcement as may be found in the Kannapolis City Code and Article 5 of the KDO and any successor development ordinance, provided notice and opportunity to cure has first been provided as set forth in Section 7.4 above. City may require signage stating responsibility for maintenance and inspection as provided in the KDO.

8.7 If conditions in the Stormwater SCMs are deemed by the City to pose an immediate danger to the public health, safety, or welfare, the City will notify the Owner and with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

8.8 The City shall have the right to bring an action and recover sums due, damages, seek injunctive relief and/or such other and further relief as may be just and appropriate, provided notice and opportunity to cure has first been provided as set forth in Section 7.4 above.

8.9 The remedies provided by this Section are cumulative; and are in addition to any other remedies provided by law.

8.10 The Parties hereto agree:

(a) That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Kannapolis and State of North Carolina recorded in the Cabarrus County Registry in Deed Book 101 Page 66"** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

(b) That the following statement shall be inserted in any deed or other document of conveyance:

"Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater (SCM), Maintenance Agreement and Easements dated 201, with and for the benefit of the City of Kannapolis, recorded in Book 101, Page 66 in the Cabarrus County Registry, North Carolina creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable)."

9. City, its officers, employees, and agents may enter upon the Stormwater SCM Easements and Stormwater SCM Access Easements whenever reasonably necessary for the purpose of inspecting

HOA Version

same to determine compliance herewith, to maintain same and make repairs or replacements to the Stormwater SCM and appurtenances and conditions as may be necessary or convenient thereto in the event the applicable party defaults in its obligations and to recover from the applicable party the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed, all provided that notice and opportunity to cure has first been provided as set forth in Section 7.4 above.

10. Developer may make all lawful uses of the Property not inconsistent with these easements described herein.

11. The City does not waive or forfeit the right to take action to ensure compliance with the terms, conditions and purposes of this Agreement by a prior failure to act.

12. The designations Owner, Permittees, Additional Permittees, Transferor, Transferees, and City shall include the parties, their heirs, successors and assigns.

13. This Agreement does not in any way diminish, limit or restrict the right of the City to enforce any of its ordinances authorized by law.

14. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service, by facsimile or email or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be addressed to:

As to City:

City Engineer
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

With Copy to:

Walter M. Safrit, II
City Attorney
401 Laureate Way
Kannapolis, North Carolina 28081

As to Developer:

John Cooper
Land Development Manager
Lennar Carolinas, LLC
6701 Carmel Road, Suite 425
Charlotte, North Carolina 28226

As to DRP Multistate 1, LLC:

c/o DRP HoldCo 3, LLC
590 Madison Avenue, 13th Floor
New York, New York 10022

With Copy to:

Summerlyn Village Homeowners Association, Inc.
1612 Military Cutoff Road, Suite 108
Wilmington, North Carolina 28403

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to the City, its successors and assigns forever and the same parties hereto do covenant and that said parties are seized of said premises in fee and has the right to convey the same, that except as may appear of record the same are free from encumbrances and that the undersigned will warrant and defend the said title to the same against claims of all persons whosoever.

The covenants agreed to herein and the conditions imposed herein shall be binding upon the parties hereto and their agents, personal representatives, heirs and assigns and all other successors to the parties in interest and shall continue as a servitude running in perpetuity with the above-described land.

|

[THE REMAINING PORTION OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed in its entity name by its duly authorized officials, the day and year first above written.

CITY:

City of Kannapolis, a North Carolina municipal corporation

By: Michael B. Legg

Michael B. Legg, City Manager

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Julie E. Long, a Notary Public of Stanly County, State of North Carolina, certify that Michael B. Legg (the "Signatory"), personally came before me this day and acknowledged that he is City Manager of the City of Kannapolis, a North Carolina municipal corporation, and that he, in such capacity and being authorized to do so, executed the foregoing on behalf of the corporation.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

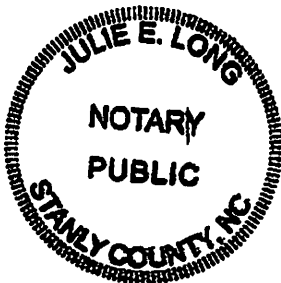
- ☒ (I have personal knowledge of the identity of the Signatory); or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- ☐ a driver's license or
☐ in the form of _____); or
☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 6 day of January, 2025



Julie E. Long
Notary Public

Print Name: Julie E. Long

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: June 13, 2027

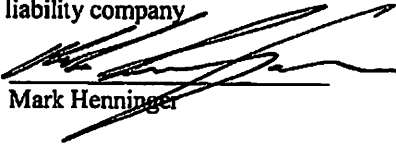
☐ [NOTARY SEAL]

(MUST BE FULLY LEGIBLE)

DEVELOPER:

Lennar Carolinas, LLC, a Delaware
limited liability company

By:


Mark Henninger

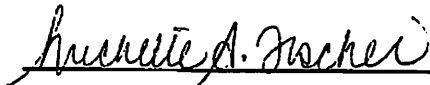
Its:

Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 9th day of December, 2024
by Mark Henninger, as Vice President of Lennar Carolinas, LLC, a Delaware limited liability company,
by its authority duly given and on behalf of the company. He ☒ is personally known to me or ☐ has
produced _____ as identification.



Notary Public

My Commission expires: 4-17-2027

[NOTARIAL STAMP/SEAL]



DRP Multistate 1, LLC

By: DRP HoldCo 3, LLC, a Delaware limited liability company, its Sole Manager

By: DW General Partner, LLC, a Delaware limited liability company, its Manager

By: *Charles Houdin*
Houdin Honarvar
Authorized Signatory

STATE OF New York

COUNTY OF New York

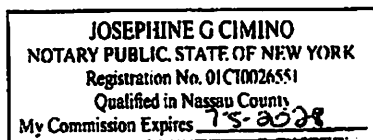
The foregoing instrument was acknowledged before me this 20th day of Nov., 2024 by Houdin Honarvar, as Authorized Signatory of DW General Partner, LLC, as Manager of DRP HoldCo 3, LLC, as Sole Manger of DRP Multistate 1, LLC, a Delaware limited liability company, by its authority duly given and on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

Josephine G. Cimino

Notary Public

My Commission expires: 7-5-2028

[NOTARIAL STAMP/SEAL]



Summerlyn Village Homeowners Association, Inc.

By: *Randrea Hannibal*

President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Michelle A. Fischer, a Notary Public of Mecklenburg County, State of North Carolina, certify that Randrea Hannibal (the "Signatory"), personally came before me this day and acknowledged that he/she is President of Summerlyn Village Homeowners Association, Inc., and that he/she, in such capacity and being authorized to do so, executed the foregoing on behalf of authority.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

- ☒ (I have personal knowledge of the identity of the Signatory); or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- ☐ a driver's license or
☐ in the form of _____); or
☐ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 9th day of December, 2024.*Michelle A. Fischer*

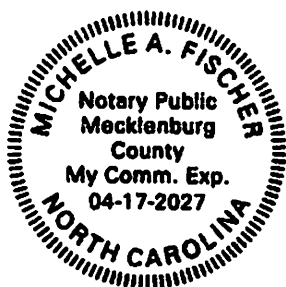
Notary Public

Print Name: Michelle A. Fischer

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 4-17-2027

☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

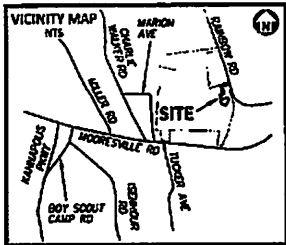


17258 0080

EXHIBIT "A"

(Plat)

(1 page)



GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND, THE PURPOSE OF THIS PLAT IS TO CREATE A POND ACCESS AND MAINTENANCE EASEMENT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NAD83 (2011).
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. FLOOD NOTE: PORTIONS OF THIS PROPERTY ARE LOCATED IN SPECIAL FLOOD HAZARD ZONE "A1" AS DEFINED BY FEMA F.I.A.M. MAP NUMBER 57125622000, DATED NOVEMBER 16, 2012.
5. ALLEGED: DEED BOOK 15311, PAGE 348 OF THE CABARRUS COUNTY REGISTRY, PARCEL NO. 5602782189.
7. NO GRID MONUMENTS FOUND WITHIN 200' OF SITE.
8. IRON PINS SET AT ALL LOT CORNERS.

EDCA KARMASOT-WILSON
A. CARMY T. WILSON
DB 13525, PG 158
PIN 5602782189

MICHAEL WAYNE BUSTLE JR.
DB 12018, PG 312
ST 6600, PG 342
PIN 5602782189

DRP MULTISTATE S LLC
DB 15311, PG 348
PIN 5602782189
(FUTURE DEVELOPMENT)

DRP MULTISTATE S LLC
DB 15311, PG 348
PIN 5602782189
(FUTURE DEVELOPMENT)

DRP MULTISTATE S LLC
DB 15311, PG 348
PIN 5602782189
(FUTURE DEVELOPMENT)

STATION	BEARING	DISTANCE	POINT
1	N 89° 15' 00" E	10.00	1
2	N 89° 15' 00" E	10.00	2
3	N 89° 15' 00" E	10.00	3
4	N 89° 15' 00" E	10.00	4
5	N 89° 15' 00" E	10.00	5
6	N 89° 15' 00" E	10.00	6
7	N 89° 15' 00" E	10.00	7
8	N 89° 15' 00" E	10.00	8
9	N 89° 15' 00" E	10.00	9
10	N 89° 15' 00" E	10.00	10
11	N 89° 15' 00" E	10.00	11
12	N 89° 15' 00" E	10.00	12
13	N 89° 15' 00" E	10.00	13
14	N 89° 15' 00" E	10.00	14
15	N 89° 15' 00" E	10.00	15
16	N 89° 15' 00" E	10.00	16
17	N 89° 15' 00" E	10.00	17
18	N 89° 15' 00" E	10.00	18
19	N 89° 15' 00" E	10.00	19
20	N 89° 15' 00" E	10.00	20

CURVE	LENGTH	AREA	CHORD BEARING	CHORD
1	10.00	0.00	N 89° 15' 00" E	10.00
2	10.00	0.00	N 89° 15' 00" E	10.00
3	10.00	0.00	N 89° 15' 00" E	10.00
4	10.00	0.00	N 89° 15' 00" E	10.00
5	10.00	0.00	N 89° 15' 00" E	10.00
6	10.00	0.00	N 89° 15' 00" E	10.00
7	10.00	0.00	N 89° 15' 00" E	10.00
8	10.00	0.00	N 89° 15' 00" E	10.00
9	10.00	0.00	N 89° 15' 00" E	10.00
10	10.00	0.00	N 89° 15' 00" E	10.00
11	10.00	0.00	N 89° 15' 00" E	10.00
12	10.00	0.00	N 89° 15' 00" E	10.00
13	10.00	0.00	N 89° 15' 00" E	10.00
14	10.00	0.00	N 89° 15' 00" E	10.00
15	10.00	0.00	N 89° 15' 00" E	10.00
16	10.00	0.00	N 89° 15' 00" E	10.00
17	10.00	0.00	N 89° 15' 00" E	10.00
18	10.00	0.00	N 89° 15' 00" E	10.00
19	10.00	0.00	N 89° 15' 00" E	10.00
20	10.00	0.00	N 89° 15' 00" E	10.00

CITY OF KANNAHOLLS EASEMENT STATEMENT:
ENCROACHMENT OF ANY STRUCTURES OR LANDSCAPING, INCLUDING BUT NOT LIMITED TO DRIVEWAYS, POOLS, FENCES, TREES, WELLS, RISE INDICATORS, OR OTHER OBSTRUCTIONS, WHICH WOULD INTERFERE WITH FREE, EASY AND CLEAR ACCESS TO UTILITIES OR ANY EASEMENT, ARE PROHIBITED. HOWEVER, CERTAIN STRUCTURES, FENCES OR GRASSING MAY BE PERMITTED UPON EXECUTION OF AN EXPRESS ENCROACHMENT AGREEMENT, BUT ONLY AFTER REVIEW AND APPROVAL OF DETAILED PLANS.

GPS NOTES:

1. CLASS OF SURVEY: A
2. RELATIVE POSITIONAL ACCURACY: DOES NOT EXCEED 0.18 FEET + 50 PPM
3. TYPE OF GPS SURVEY PROCEDURE: RTK SURVEY USING A JAVAD IS PLUS IN COMBINATION WITH A BASE STATION
4. DATES OF SURVEY: AUGUST 2023
5. SURVEY POINTS: NAD 83 (2011) (FLOOD 2023)
6. PUBLIC-ACCESS-CONTROL: CORDS NETWORK
7. GRID MODEL: GEOID18 (NAD83)
8. COMBINED GRID FACTOR: 0.999983154
9. UNITS: U.S. SURVEY FEET



I HEREBY CERTIFY THAT THIS PLAT IS EXEMPT FROM THE SUPERVISION REGULATION OF THE CITY OF KANNAHOLLS DUE TO ITS EXCLUSIONS FROM THE DEFINITION OF A SUPERVISION AS ESTABLISHED BY NCOS 150A-37(a) APPROVAL OF THIS PLAT BY THE CITY OF KANNAHOLLS IS NOT REQUIRED.

[Signature] 5/15/24
PLANNING DIRECTOR DATE

I, Kevin S. Baucum, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

[Signature] 5/16/2024
REVIEW OFFICER DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION:
I HEREBY CERTIFY THAT THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUPERVISION JURISDICTION OF THE CITY OF KANNAHOLLS, AND THAT I HEREBY SUBMIT THIS PLAT OF SUPERVISION WITH MY FREE CONSENT, ESTABLISH MAINTENANCE BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF KANNAHOLLS, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER A CERTIFICATE OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF ACQUIRED IMPROVEMENTS, WHICHEVER OCCURS LATER.

[Signature] 5/17/2024
OWNER DATE

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (7)(1)(b). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUPERVISION.

[Signature]
PROFESSIONAL LAND SURVEYOR

I, KEVIN S. BAUCUM, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM A DEED DESCRIPTION RECORDED IN BOOK AND PAGE SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS

26 MAY 2024
[Signature]
KEVIN S. BAUCUM, PLS 14376

- SCALING/WATER NOTES:**
1. THE TOTAL SCALING ALLOWABLE ASPHEROUS AREA TO SCAL F IS 215,294 SQUARE FEET.
 2. THE FOLLOWING LOTS ARE BEING SERVED BY SCAL F: LOTS 147-151 AND LOTS 147-150.
 3. EACH LOT OR TRACT SERVED BY THE SCALING WATER SCAL F IS RESPONSIBLE FOR MAINTENANCE OF THE SCALING WATER SCAL F AND ANY UNPAID AD VALOREM TAXES, PUBLIC ASSESSMENTS FOR IMPROVEMENTS AND UNPAID BILLS AND PUBLIC UTILITY MAINTENANCE CHARGES TOGETHER WITH ANY OTHER FEES, COST AND EXPENSES OF COLLECTION, THE FAILURE TO MAINTAIN SCALING WATER SCAL F IS A VIOLATION OF THE SCALING WATER SCAL F SUBJECT TO ENFORCEMENT DAILY CIVIL PENALTIES AND OTHER ENFORCEMENT ACTIONS AS MORE SPECIFICALLY SET FORTH IN THE KANNAHOLLS CODE OF ORDINANCES.
 4. WITHIN PERMANENTLY PROTECTED UNDEVELOPED OPEN SPACE AREAS, NO LAND DISTURBING ACTIVITY, PLACEMENT OF IMPROVED SURFACE, REMOVAL OF VEGETATION, DEMONSTRATION, CONSTRUCTION OR DESTRUCTION OF ANY STRUCTURE SHALL OCCUR, EXCEPT IN ACCORDANCE WITH REVISED SCALING WATER SCAL F FIRST BEING ISSUED BY THE CITY OF KANNAHOLLS.



LEGEND

- EXISTING IRON AS NOTED
- EXISTING R/W MONUMENT
- ▲ CALCULATED POINT
- SURVEYED PROPERTY LINE
- - - PROPERTY LINE NOT SURVEYED
- - - PUBLIC SEM ACCESS AND MAINTENANCE EASEMENT



McADAMS

The John B. McAdams Company, Inc.
2100 South Tryon Street
Suite 400
Charlotte, NC 28203
phone 704.327.0800
fax 919.363.2269
license number: C-0259

www.mcadamsco.com

OWNER

DRP MULTISTATE S, LLC
C/O DW PARTNERS
390 MADISON AVE., 13TH FLOOR
NEW YORK, NEW YORK 10022

SUMMERLYN VILLAGE STORM POND EASEMENT PLAT

4325 RAINBOW DRIVE
KANNAHOLLS, CABARRUS COUNTY, NORTH CAROLINA

FILED	May 16, 2024	12:35 pm	FILED
BOOK	00100		CABARRUS COUNTY NC
PAGE	0071	0071	WAYNE WILSON
INSTRUMENT #	09905		REGISTER
EXCISE TAX	\$0.00		OF DEEDS

REVISIONS

NO DATE

PLAN INFORMATION

PROJECT NO. L1N20030
PLAN NAME L1N20030-1
CHECKED BY KSB
DRAWN BY JC
SCALE 1"=50'
DATE 2.28.2024
SHEET

EASEMENT PLAT

1-1

17258 0081

17258 0082

EXHIBIT "B"
SCM Operation and Maintenance Requirements
(4 Pages)

Permit Number: _____

City of Kannapolis Wet Detention Basin Operation and Maintenance Agreement

I will keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (*check one*):

☐ does ☒ does not incorporate a vegetated filter at the outlet.

This system (*check one*):

☐ does ☒ does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected once a month and within 24 hours after every storm event greater than 1.0 inches. Records of operation and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

Permit Number: _____

SCM element	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

Permit Number: _____

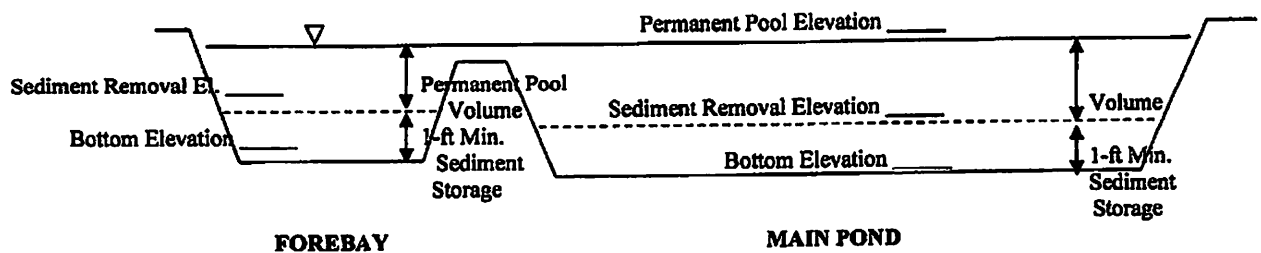
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair. (if applicable)	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the City of Kanapolis Engineering Department 704-920-4200.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

When the permanent pool depth reads 0.5 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 0.5 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM (fill in the blanks)



Permit Number: _____

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify the City of Kannapolis Engineering Department of any problems with the system or prior to any changes to the system or responsible party.

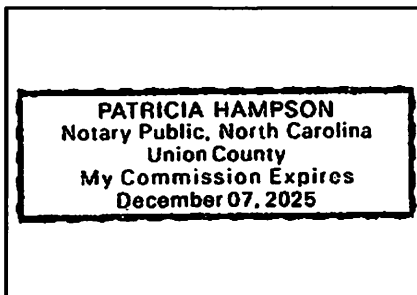
Project name: Summeriyn Village - Phase 1APrint name: Mark Henninger / Lennar Carolinas, LLCTitle: Division PresidentAddress: 6701 Carmel Road, Suite 425, Charlotte, NC 28226Phone: 704-759-6000

Signature: _____

Date: 7/8/24

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, PATRICIA HAMPSON, a Notary Public for the State of North Carolina, County of Union, do hereby certify that Mark Henninger personally appeared before me this 8 day of July, 2024, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal,



SEAL

My commission expires 12/07/25



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT #2025-04 - BA**
Leasing BSC, LLC and Stanley Logistics, LLC. (Stanley Black & Decker) **APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to adopt the Resolution approving the Ordinance for the execution of the Development Agreement

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted the Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource to qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. In the case of private commercial permit recipients, it has become clear that once allocation is determined to be available, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified project.

The method of acquiring the contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is an existing 932,962-square-foot industrial facility located on approximately 55.8 +/- acres of real property, being further identified as Cabarrus County Parcel Identification Number 56022090450000. Approval of this agreement will allow upfits to the existing building for future tenants and to secure wastewater allocation.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to adopt the Resolution approving the Ordinance. (Recommended)**
2. Amend and then approve the Resolution.
3. Table action to a future meeting.

4. Take no action.

Attachments

1. Salisbury Post Public Notice Ad
2. DA-2024-04 Independent Tribune 174.36
3. Stanley BD Aerial
4. RECORDED Stanley DA
5. 2025-21 Resolution Dev Agmt Stanley Black & Decker
6. 2025-16 Ordinance Dev Agmt Stanley Black and Decker

Client	CITY OF KANNAPOLIS-LEGALS	Client Phone	(420) 270-4920
Address	401 LAUREATE WAY KANNAPOLIS, NC 28081	Client EMail	athacker@kannapolisnc.gov
Account #	98603	Price	\$276.04
Ad #	1962135	Purchase Order #	
Start Date	03/13/25	Sales Rep	SNL Legal Desk
End Date	03/20/25	Phone	
Tagline	SP-NOH BA Leasing BSC	EMail	legals@salisburypost.com

No. 1962135

Council will receive public comment on the Agreement.

**NOTICE OF PUBLIC HEARING
KANNAPOLIS CITY COUNCIL**

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina

Monday, March 24, 2025

Publish Salisbury Post: 03/13/25,
03/20/25.

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") entering into a Development Agreement pursuant to North Carolina General Statutes §§ 160D-1001 et seq with BA Leasing BSC, LLC. and Stanley Logistics, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to upfit an existing 932,962 square foot facility located on approximately 55.8 +/- acres of real property being further identified as Cabarrus County Tax Parcel ID# 56022090450000, (the "Property"); and

A copy of the proposed Agreement, including attachments, will be available for public inspection at the Office of the City Manager, located in Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on March 24, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents, and the City

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number
Invoice number 636E6204-0005
Date paid Mar 12, 2025
Payment method VISA - 9491
Notice Id 65JDrGz2cWh6scPa0bX9
Publisher Concord Independent Tribune

Paid by
City of Kannapolis

\$174.36 paid on Mar 12, 2025

=== Notes ===

Notice Name: DA-2025-04 Black & Decker
Order Number: COL-NC-400922

Description	Qty	Unit price	Amount
03/18/2025: General Legal Notice	1	154.36	154.36
Affidavit Fee	1	20.00	20.00
Subtotal			\$ 174.36
Tax			0.00
Amount paid			\$ 174.36

Notice of Public Hearing

KANNAPOLIS CITY COUNCIL

Monday, March 24, 2025

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") entering into a Development Agreement pursuant to North Carolina General Statutes §§ 160D-1001 et seq with BA Leasing BSC, LLC. and Stanley Logistics, LLC. (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to upfit an existing 932,962 square foot facility located on approximately 55.8 +/- acres of real property being further identified as Cabarrus County Tax Parcel ID# 56022090450000, (the "Property"); and

A copy of the proposed Agreement, including attachments, will be available for public inspection at the Office of the City Manager, located in Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, during regular business hours.

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on March 24, 2025. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents, and the City Council will receive public comment on the Agreement.

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina
Publication Dates: March 18, 2025. COL-NC-400922

Property Data

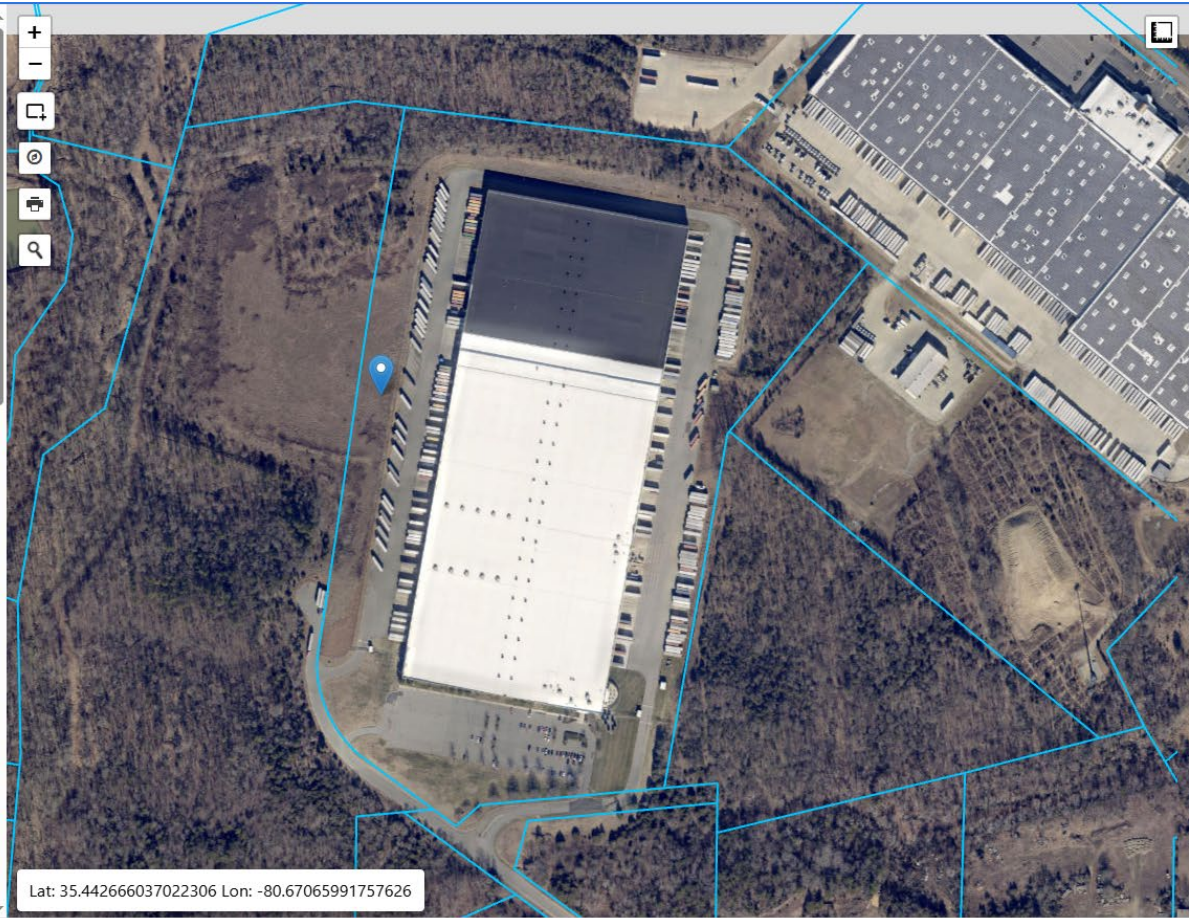
Physical Address: 1000 STANLEY DR KANNAPOLIS NC 28027
PIN: [56022090450000](#)
Property Real ID: 04-101 -0024.50
CLaRIS: [More property data here](#)

Account Name: BA LEASING BSC LLC
Mailing Address: C/O MTS LLC DUBLIN, PA 18917

Land Units: 55.8 AC
Land Value: \$4658740
Building Value: \$33893140
OBXF Value: \$1937320
Assessed Value: \$40489200
Market Value: \$40489200
Sale Date: 5/2020
Sale Price: —

Plat Book: 00051
Plat Page: 00021
Deed Book: 14179
Deed Page: 0071
Ownership History: [View Ownership History Card](#)

[View Appraisal Card](#) [View Property Record Card](#)



17411 0001

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Apr 29, 2025
AT	02:49:00 PM
BOOK	17411
START PAGE	0001
END PAGE	0017
INSTRUMENT #	09090
EXCISE TAX	\$0.00

**WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

BA LEASING BSC, LLC AND STANLEY LOGISTICS, LLC

March 24, 2025

(Stanley Black & Decker Facility, 1000 Stanley Drive)

Submitted electronically by "Moretz Law Group, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the Memorandum of Understanding with
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

WASTEWATER ALLOCATION DEVELOPMENT AGREEMENT

THIS WASTEWATER ALLOCATION DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the 24th day of March, 2025 (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") and BA LEASING BSC, LLC, a Delaware limited liability company ("Owner"), and STANLEY LOGISTICS, LLC, a Delaware limited liability company ("Stanley") (Owner and Stanley, together with each of their successors in interest and assigns, being referred to herein as the "Developer"). The Project is known as the existing Stanley Black & Decker Facility located at 1000 Stanley Drive (the "Facility"). The City and the Developer are sometimes separately referred to in this Agreement as a "Party" or jointly referred to as the "Parties".

LEGAL FRAMEWORK

The North Carolina General Statutes ("N.C.G.S." §160D-1001 through §160D-1012), as they exist on the Effective Date of this Agreement (the "Development Agreement Act"), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

N.C.G.S. 160D-1001(a)(1) provides that "Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources."

N.C.G.S. 160D-1001(a)(3) provides that "Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development."

N.C.G.S. 160D-1001(a)(4) provides that "Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."

N.C.G.S. 160D-1001(a)(5) provides that "Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."

N.C.G.S. 160D-1001(a)(6) provides that "To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments."

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. 160D-1001 through 1012, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

N.C.G.S. 160D-1004 provides that "a local government may enter into a development agreement with a developer for the development of property as provided in this Article for developable property of any size," and that "development agreements shall be of a reasonable term specified in the agreement."

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

The City's Development Ordinance (the "KDO") or the Unified Development Ordinance ("UDO") if in effect upon the Effective Date and /or the City Wastewater Allocation Policy authorize the use of development agreements and provides additional requirements for such agreements.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 55.8 acres and consisting of one (1) parcel denoted by Cabarrus County parcel ID number 5602-20-9045 (together with the Facility located on the real property as defined above, the "Property") and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Facility and the Property which are covered by this Agreement is an existing established approximately 932,962 square foot Stanley Black & Decker industrial facility which has for many years been a significant employer, taxpayer and contributor to the economic growth and vitality of the City. The Developer currently is winding down Stanley's operations at the Facility and preparing the Facility for one or more replacement industrial users.
 1. The winding down of the current operations and upfit for one or more new users of the Facility may involve substantial time periods when less-than-normal operations are occurring at the Facility. In order invest the necessary substantial funds and other efforts necessary to upfit the Facility to make it attractive for future users, Developer requires assurances from the City as to the wastewater allocation and other vested rights applicable to the Facility.
 2. No new construction or material development of the Facility or on the Property (other than routine interior and exterior upfits to accommodate the needs of the future user(s)) is involved or addressed by this Agreement. The Parties are entering into this Agreement in order to establish the Developer's right to continue the existing industrial uses of the Facility in the future including but not limited to the wastewater allocation applicable to the Property.
 3. Therefore, for purposes of this Agreement, "Development" means the continued use of the Property for industrial and commercial uses as permitted by its current zoning, and the wastewater allocation granted hereby.
 4. Developer shall comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy, to the extent the same is not in conflict with the terms and conditions of this Agreement, and if so, this Agreement shall control.
- D. The Development of the Property is consistent with the City's ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:

1. Continued operation of an existing facility which serves as a significant contributor to the tax and employment bases of the City; and
 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- E. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
1. Development rights for the occupancy of the Facility by one or more new industrial or commercial users; and
 2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement below.
- F. The general benefits to be received by the City from the Development of the Property include, without limitation:
1. Continued employment of citizens of the City at the Facility;
 2. Continued investment by Developer in the improvement of the Facility; and
 3. Enhancement of the tax base of the City with regard to the ad valorem value of the Property and of the equipment, fixtures, machinery and upfits related to the occupancy of the Facility by its future user(s).
- G. This Agreement was not required to be considered by the Kannapolis Planning Commission since no new development is involved and this Agreement solely pertains to wastewater allocation.
- H. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the February 24, 2025 meeting of the Kannapolis City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City's website and at City Hall.
- I. The City Council adopted an ordinance approving this Agreement (the "Ordinance") at its meeting on March 24, 2025. A draft of the Ordinance is attached hereto as Exhibit A.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and Legal Framework, the premises of this Agreement, and the mutual benefits to the Parties, the Parties agree as follows:

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.

- b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*, but as further clarified as described in Section C of the above Recitals.
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan approval, subdivision approval, rezoning certification, variance, certificate of occupancy, wastewater allocation, zoning compliance permit, and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement, and includes such of the same as are currently issued and are in effect applicable to the Property at the time of this Agreement.
 - e) "Development Plan" means Developer's plans for the Property as described in Section C of the Recitals above.
 - f) Intentionally omitted.
 - g) "Infrastructure" means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) "Local Government" means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) "Parcel" means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) "Project" means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan described in Section C of the Recitals above.
 - k) "Property Owner" means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes "state action" for any purposes.
- 4) Legislative Act. Any material change in the Development Standards established by this Agreement shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.

- 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning and sewer allocation for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned or the Facility has been demolished at such time.
- 6) Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
 - d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after the date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The Parties anticipate that no other local Development Permits and other regulatory permits will be needed to complete the Development of the Project. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
- a) Project Development. The Development Plan is as set forth in Section C of the Recitals above.

- (i) Material Changes. Material changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.

9) City Obligations.

- a) In accordance with the City Wastewater Allocation Policy, Developer is hereby issued an Allocation Permit to supply public water, and for sewer treatment in the amount of 8,700 gallons of wastewater flow per day.
- b) The foregoing wastewater allocation shall be deemed a vested right extending for five (5) years or the maximum amount allowed by law, whichever is longer.
- c) It is agreed by the parties that the Facility is in current use and currently has vested rights (including but not limited to with regard to its sewer allocation) to continue to operate in the same and similar industrial capacities as it has historically operated, and that such rights shall not be affected by any period of diminished use related to the decommissioning of the current use or by the upfitting necessary to prepare the Property for new users. Only if the Facility is vacant and unused for a period in excess of the five (5) year vesting period from the date of this Agreement, or substantial demolition of the Facility, would the 8,700 gallons of wastewater flow per day allocated by this Agreement, along with commensurate public water supply allocation, expire or terminate.

- 10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.

11) Developer Obligations.

- a) Developer shall develop the Property in accordance with the Development Plan.

12) Default.

- a) Developer Default. Developer shall substantially comply with the Development Plan. If the Developer commits a material breach of the terms or conditions of this Agreement, City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period following notice period, City may exercise any or all of the following remedies (subject to Developer's right of appeal to the Board of Adjustment):
 - i) Refuse to issue certificates of compliance for the Development Project; or
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement.
 - iv) Pursue an action for specific performance.
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a "City Default" hereunder, and Developer may be entitled to reimbursement of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City, and/or without limitation pursue an action for specific performance.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement (the "Termination Date").
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this Agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties' intentions with respect to the subject matter hereof. The Legal Framework and the Recitals set forth at the beginning of this Agreement are integral parts of this Agreement and are not to be precatory or mere recitals.
- e) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third Party or other governmental entity or official

challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.

- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the Parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor or assignee of Developer, or either of them, hereunder, and (iii) any and all future owners and occupants of the Property. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of the Parties contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.
- i) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of its state of organization as set forth in the first paragraph of this Agreement; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.

- l) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

City Manager’s Office
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: mlegg@kannapolisnc.gov

With copies to:

City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: akelly@kannapolisnc.gov

To the Developer:

Stanley Logistics, LLC
c/o Stanley Black & Decker, Inc.
1000 Stanley Drive
New Britain, CT 06053
Attn: Real Estate Department

With copies to:

Zachary M. Moretz
Moretz Law Group, PA
P.O. Box 446
Concord, NC 28026
Email: zac@moretzlaw.com

And copies to:

William Crowe
Rogin Nassau LLC
CityPlace I - 22nd Floor
185 Asylum Street
Hartford, CT 06103-3460
Email: wcrowe@roginlaw.com

- p) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q) Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.
- r) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.

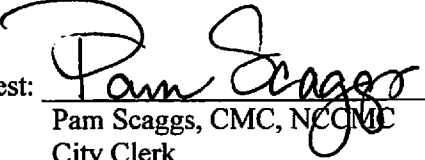
[Separate Signature Page To Follow]

IN WITNESS WHEREOF, this Development Agreement has been executed by the Parties on the day and year first above written.

CITY OF KANNAPOLIS

By: 

Michael B. Legg
City Manager

Attest: 

Pam Scaggs, CMC, NCCMC
City Clerk

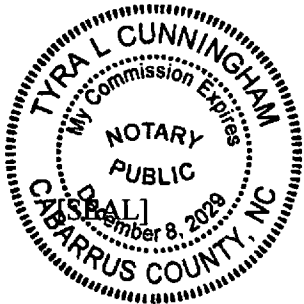
STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

I, Tyra L Cunningham, a Notary Public of the County and State aforesaid, certify that Pam Scaggs personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this 22nd day of April, 2025.


Notary Public



My commission expires: 12/8/2029

STANLEY LOGISTICS, LLC, a Delaware limited liability company

By: 

Title: VP, Real Estate & Performance

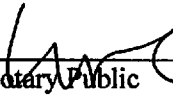
Name: Scott Kosswig

STATE OF CONNECTICUT

COUNTY OF HARTFORD

I, WR Crowe, a Notary Public of the County and State aforesaid, certify that Scott Kosswig personally came before me this day and acknowledged that he is the Vice President, Real Estate & Performance of Stanley Logistics, LLC, and that by authority duly given and as the act of said entity, the foregoing instrument was signed in its name.

Witness my hand and notarial seal, this 11th day of April, 2025.


Notary Public

[SEAL]



My commission expires. _____

BA LEASING BSC, LLC, a Delaware limited liability company

By: John P. White, Sr.
 Title: John P. White, Sr.
 Name: Vice President

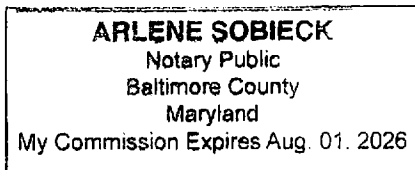
STATE OF Maryland

COUNTY OF Baltimore

I, Arlene Sobieck, a Notary Public of the County and State aforesaid, certify that John P. White Sr personally came before me this day and acknowledged that (s)he is Vice President of BA Leasing BSC, LLC, and that by authority duly given and as the act of said entity, the foregoing instrument was signed in its name .

Witness my hand and notarial seal, this 22 day of April, 2025.

[SEAL]



[Signature]
 Notary Public

My commission expires: 8/1/2026

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

**BA LEASING, LLC. and STANLEY LOGISTICS, LLC
A DELAWARE LIMITED LIABILITY COMPANY'S**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the "Act"), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis ("City") and BA Leasing BSC, LLC., A Delaware limited liability company ("Owner") and Stanley Logistics, LLC., a Delaware limited liability company ("Stanley") (Owner and Stanley together with each of their successors in interest and assigns, herein being referred to as the "Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

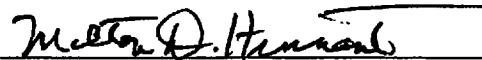
WHEREAS, a public hearing was held on March 24, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the "Development Agreement"), and authorize the City Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 24th day of March 2025.


Milton D. Hinnant, Mayor

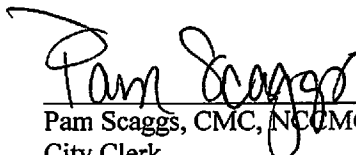

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT B**Property**

Lying and being in Township Number 4, Cabarrus County, State of North Carolina, and being more particularly described as follows:

PARCEL 1:**Tract 1:**

Beginning at a point, said point of beginning being located in the northern boundary of that certain property entitled Dogwood Partners 1 and Mast Enterprises, Inc. shown on a map thereof recorded in Map Book 28, Page 100 in the Cabarrus County Registry (hereinafter called "record map") said beginning point also located South 85-42-24 West 120.51 feet from the northeasterly corner of said property shown on the said record map; thence from said beginning point and with said northern boundary of the property shown on the record map South 85-42-24 West 748.51 feet to an existing iron rod marking the intersection of the northeasterly margin of the right-of-way of that certain dedicated 60 foot right-of-way entitled Stanley Drive as shown on the said record map (hereinafter called "Stanley Drive") and the northern boundary of property shown on the recorded map, passing an existing iron rod at 605.95 feet; thence with three (3) lines of the Stanley Works property, now or formerly (see Deed Book 1975 Page 95 of the Cabarrus County Registry) as follows: (1) North 52-50-31 West 238.98 feet to a new iron rod; (2) with the arc of a circular curve to the right having a radius of 370.00 feet an arc length of 413.15 feet (chord; North 20-51-12 West 392.02 feet) to a new iron rod; (3) North 11-08-08 East 1062.35 feet to a point; thence a new line, North 11-08-08 East 599.11 feet to a new iron rod situated on the southern line of the property of Trinity of Cabarrus Ltd. (see Deed Book 2999-58 of the Cabarrus County Registry); thence with the two (2) lines of said Trinity of Cabarrus Ltd. Property, (1) South 81-26-20 East, 867.08 feet to a new iron rod; (2) North 87-33-14 East, 88.11 feet to an existing iron rod; thence with the Trinity of Cabarrus Ltd. Property, now or formerly (see Deed Book 1573 Page 35 of the Cabarrus County Registry) South 49-30-52 East 600.00 feet to a new iron rod; thence with the Trinity of Cabarrus Ltd. Property, now or formerly (see Deed Book 2548 Page 176 of the Cabarrus County Registry) South 40-29-08 West, 675.05 feet to a new iron rod, passing an existing iron rod at 663.28 feet; thence with the Stanley Works property, now or formerly (see Deed Book 1975 Page 95 of the Cabarrus County Registry) South 11-08-08 West, 1076.81 feet to the point and place of beginning; containing 2,426,759 square feet or 55,7105 acres of land as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated June 30th, 2004 (Map File G-D-38).

Tract 2:

BEING all of Lot 2, containing 0.094 acre, as shown on the Minor Subdivision Plat of the Property of Dogwood Partners I, which is recorded in Map Book 51, at Page 21, Cabarrus County Registry.

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
BA LEASING, LLC AND STANLEY LOGISTICS, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and BA Leasing BSC, LLC., A Delaware limited liability company (“Owner”) and Stanley Logistics, LLC., a Delaware limited liability company (“Stanley”) (Owner and Stanley together with each of their successors in interest and assigns, being referred to as the “Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

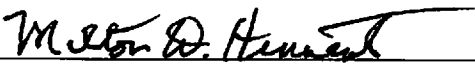
WHEREAS, a public hearing was held on March 24, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

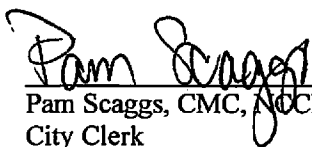
NOW, THEREFORE, BE IT RESOLVED, by the Kannapolis City Council that:

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. The City approves the Development Agreement and hereby authorize the City Manager to execute and deliver the Agreement, including any and all necessary documents to effectuate the intent of the aforementioned Agreement. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.
3. This Resolution is effective upon adoption.

Adopted this 24th day of March 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
BA LEASING, LLC AND STANLEY LOGISTICS, LLC**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and BA Leasing BSC, LLC., A Delaware limited liability company (“Owner”) and Stanley Logistics, LLC., a Delaware limited liability company (“Stanley”) (Owner and Stanley together with each of their successors in interest and assigns, being referred to as the “Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

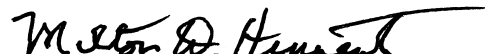
WHEREAS, a public hearing was held on March 24, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

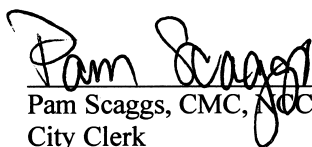
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2. The City approves the Development Agreement and hereby authorize the City Manager to execute and deliver the Agreement, including any and all necessary documents to effectuate the intent of the aforementioned Agreement. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records, and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make minor modifications, corrections and clerical revisions as may be necessary and consistent with the intent of this Resolution.
3. This Resolution is effective upon adoption.

Adopted this 24th day of March 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, CMC, JCCMC
City Clerk

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

**BA LEASING, LLC. and STANLEY LOGISTICS, LLC
A DELAWARE LIMITED LIABILITY COMPANY'S**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the "Act"), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis ("City") and BA Leasing BSC, LLC., A Delaware limited liability company ("Owner") and Stanley Logistics, LLC., a Delaware limited liability company ("Stanley") (Owner and Stanley together with each of their successors in interest and assigns, herein being referred to as the "Developer"), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on March 24, 2025, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

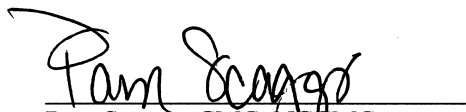
WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City's adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that:

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2. This Ordinance is effective upon adoption.

Adopted this 24th day of March 2025.


Milton D. Hinnant, Mayor


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING TEXT AMENDMENT #2025-01** - KDO Text amendments to Article 3, Section 3.4.1(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district. **APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing; and
2. Motion to adopt a Resolution to Adopt a Statement of Consistency for TA-2025-01; and
3. Motion to adopt an Ordinance to Amend text of KDO for 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 their application, Cambridge Properties, Inc. is 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. 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.

Staff has discussed the amendment request further with the applicant. The recommendation before Council is to amend the KDO so that under Article 3, Zoning Districts, Section I, Center City District, (2) Dimensional and Intensity Standards, the Lot width minimum shall be 20' except that the Lot width minimum for attached townhomes may be reduced to 16' if such units are rear load alley fed units.

Fiscal Implications

None

Alternate Courses of Action

1. **Adopt a Resolution to adopt a Statement of Consistency for TA-2025-01 (Recommended); and**
2. **Adopt an Ordinance to Amend text of KDO for TA-2025-01 (Recommended).**
3. Take no action on TA-2025-01.
4. Table action on TA-2025-01 to a future date.

Attachments

1. Text Amendment Application FE
2. CC 3.24.2025 297.37 2
3. EXHIBIT B_TA-2025-01 Final
4. EXHIBIT A_TA-2025-01 Final
5. 2025-22 Resolution Statement of Consistency for TA-2025-01
6. 2025-17 Ordinance to Amend KDO for TA-2025-01



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

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number
Invoice number 636E6204-0003
Date paid Mar 10, 2025
Payment method VISA - 9491
Notice Id yhyHXr1FDetvohtzN00R
Publisher Concord Independent Tribune

Paid by
City of Kannapolis

\$279.79 paid on Mar 10, 2025

=== Notes ===

Notice Name: City Council Business Meeting March 24, 2025
Order Number: COL-NC-400918

Description	Qty	Unit price	Amount
03/15/2025: General Legal Notice	1	129.90	129.90
03/20/2025: General Legal Notice	1	129.89	129.89
Affidavit Fee	1	20.00	20.00
Subtotal			\$ 279.79
Tax			0.00
Amount paid			\$ 279.79

Notice of Public Hearing

401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday March 24, 2025 at 6:00 pm

Voluntary Annexation A-2025-03 - Public Hearing to consider the voluntary noncontiguous annexation of 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.

Text Amendment – TA-2025-01 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), Article 3, Section 3.4.1(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district.

Text Amendment – TA-2025-0 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), several sections of Articles 2, 3, 4, 5 and 10.

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event.

Publication Dates: March 15, 20, 2025. COL-NC-400918

EXHIBIT B
Photo Examples Submitted by Applicant
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]

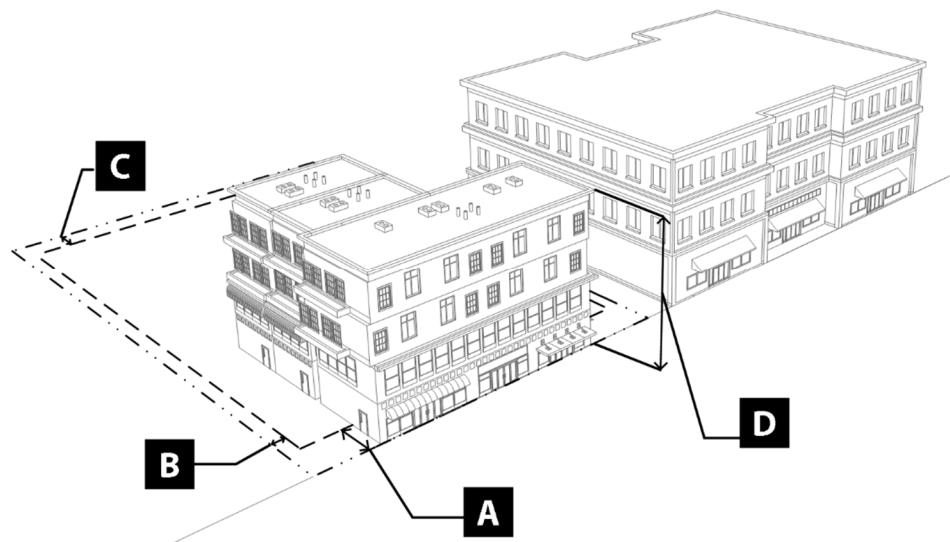
LOT AND DENSITY/INTENSITY STANDARDS		
	Lot area (min)	None
	Lot width (min)	20 ft [2]
	Density (max)	None
	Impervious surface ratio (max)	0.95
SETBACK AND HEIGHT STANDARDS		
A	Front build-to zone (min max) [3]	0 15 ft
	Percentage of build-to zone width occupied by building (min) [4]	75%
B	Side setback (min)	None
C	Rear setback (min) [5]	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] Dimensional and Intensity Standards, the Lot width minimum shall be 20' except that the Lot width minimum for attached townhomes may be reduced to 16' if such units are rear load alley fed units
- [3] 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.
- [4] 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)).
- [5] The minimum rear setback is 10 feet, except there is no minimum rear setback where the rear lot line abuts an alley.



**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 amendment 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

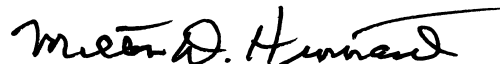
WHEREAS, the Planning and Zoning Commission, after its February 18, 2025 meeting, recommended that City Council deny TA-2025-01, as submitted by Cambridge Properties, Inc.; and

WHEREAS, staff recommend that City Council approve TA-2025-01, as submitted by Cambridge Properties, Inc. and shown on Exhibit A (attached); and

WHEREAS, City Council conducted a Public Hearing on March 24, 2025 for consideration of TA-2025-01 as recommended by staff,

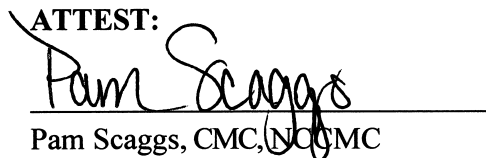
NOW, THEREFORE BE IT RESOLVED that City Council finds the text amendment as represented in Case TA-2025-01 consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is approved by the City Council based on consideration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

Adopted this the 24th Day of March 2025:



Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:



Pam Scaggs, CMC, NCCMC
City Clerk

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]

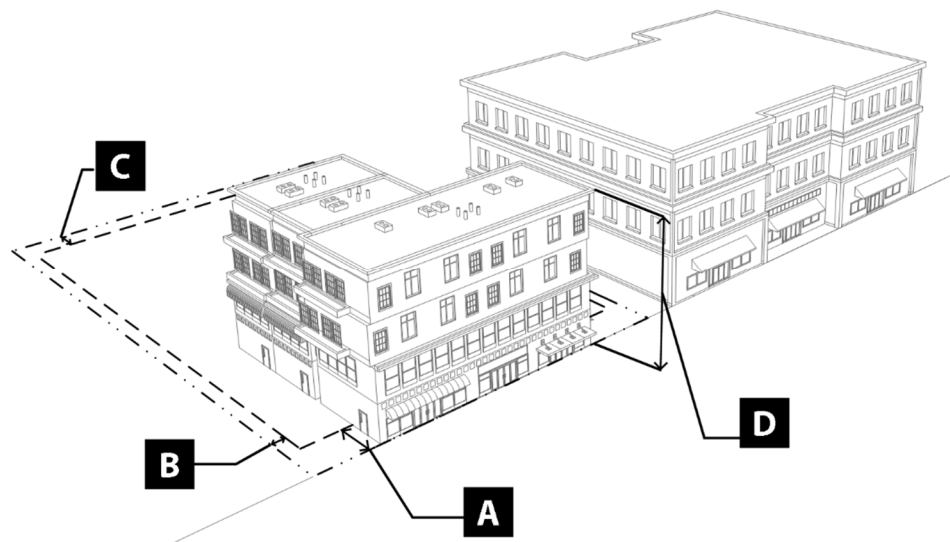
LOT AND DENSITY/INTENSITY STANDARDS		
	Lot area (min)	None
	Lot width (min)	20 ft [2]
	Density (max)	None
	Impervious surface ratio (max)	0.95
SETBACK AND HEIGHT STANDARDS		
A	Front build-to zone (min max) [3]	0 15 ft
	Percentage of build-to zone width occupied by building (min) [4]	75%
B	Side setback (min)	None
C	Rear setback (min) [5]	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] Dimensional and Intensity Standards, the Lot width minimum shall be 20' except that the Lot width minimum for attached townhomes may be reduced to 16' if such units are rear load alley fed units
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- [4] 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)).
- [5] The minimum rear setback is 10 feet, except there is no minimum rear setback where the rear lot line abuts an alley.



**AN ORDINANCE TO AMEND TEXT OF THE
KANNAPOLIS DEVELOPMENT ORDINANCE
CASE # TA-2025-01**

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance (“KDO”), City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on February 18, 2025, recommended denial of a text amendment amending Article 3, Section 3.4.I(2): Center City (CC) District Dimensional and Intensity Standards; and

WHEREAS, staff recommend City Council approval of a text amendment amending Article 3, Section 3.4.I(2): Center City (CC) District Dimensional and Intensity Standards; and

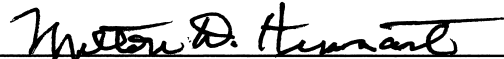
WHEREAS, City Council conducted a public hearing on March 24, 2025 to consider amendments to the above-referenced Article of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2025-01;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

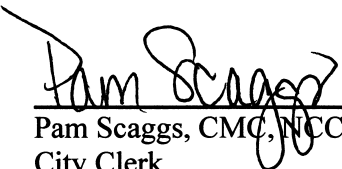
The proposed text amendments to the KDO are attached as Exhibit A and shown as additions:

ADOPTED this the 24th Day of March 2025:



Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:



Pam Scaggs, CMC, NCCMC
City Clerk

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.



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING TEXT AMENDMENT #2025-02 - KDO Text Amendments to several sections of Articles 2, 3, 4, 5 and 10 APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing; and
2. Motion to adopt Resolution to Adopt a Statement of Consistency for TA-2025-02; and
3. Motion to adopt an Ordinance to Amend text of KDO for TA-2025-02.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Staff is proposing and the Planning and Zoning Commission is recommending for 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 2.5B(2)d.1(c) to remove the requirement for a Mylar copy of a recorded minor subdivision plat.
3. Amend Section 2.5(3)e.1(c) to remove the requirement for a Mylar copy of a recorded major subdivision plat.
4. Amend Section 3.8(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. **Adopt a Resolution to adopt a Statement of Consistency for TA-2025-02 (Recommended); and**
2. **Adopt an Ordinance to Amend text of KDO for TA-2025-02 (Recommended).**
3. Take no action on TA-2025-02.
4. Table action on TA-2025-02 to a future date.

Attachments

1. EXHIBIT A_TA-2025-02 Final
2. TA-2025-02 PZ Signed SOC
3. CC 3.24.2025 297.37 2
4. 2025-23 Resolution Statement of Consistency for TA-2025-02
5. 2025-18 Ordinance to Amend KDO for TA-2025-02

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

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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.
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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:~~

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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

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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
PRIMARYLY 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.
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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);

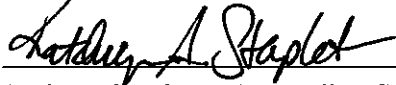
NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2025-02 is consistent with the *Move Knapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by 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

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

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Publisher Concord Independent Tribune

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City of Kannapolis

\$279.79 paid on Mar 10, 2025

=== Notes ===

Notice Name: City Council Business Meeting March 24, 2025
Order Number: COL-NC-400918

Description	Qty	Unit price	Amount
03/15/2025: General Legal Notice	1	129.90	129.90
03/20/2025: General Legal Notice	1	129.89	129.89
Affidavit Fee	1	20.00	20.00
Subtotal			\$ 279.79
Tax			0.00
Amount paid			\$ 279.79

Notice of Public Hearing

401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday March 24, 2025 at 6:00 pm

Voluntary Annexation A-2025-03 - Public Hearing to consider the voluntary noncontiguous annexation of 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.

Text Amendment – TA-2025-01 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), Article 3, Section 3.4.1(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district.

Text Amendment – TA-2025-0 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), several sections of Articles 2, 3, 4, 5 and 10.

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event.

Publication Dates: March 15, 20, 2025. COL-NC-400918

**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

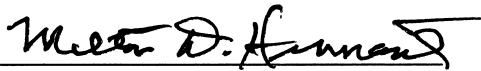
WHEREAS, the text amendments to several sections of the Kannapolis Development Ordinance (KDO) as shown on Exhibit A (attached) are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission, after its February 18, 2025 meeting, recommended that City Council adopt TA-2025-02, as submitted by the Planning Department staff with the necessary changes; and

WHEREAS, the City Council conducted a Public Hearing on March 24, 2025 for consideration of TA-2025-02 as recommended by the Planning and Zoning Commission,

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

Adopted this the 24th Day of March 2025:


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

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)

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- (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

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

Section 3.8.H(3)a

a. PERENNIAL STREAM BUFFER

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

(b) Standards

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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
PRIMARYLY 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.

**AN ORDINANCE TO AMEND TEXT OF THE
KANNAPOLIS DEVELOPMENT ORDINANCE
CASE # TA-2025-02**

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance (“KDO”), City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on February 18, 2025, recommended approval of text amendments amending several sections of the KDO as shown on Exhibit A (attached); and

WHEREAS, City Council conducted a public hearing on March 24, 2025 to consider amendments to the above-referenced Articles of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2025-02;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

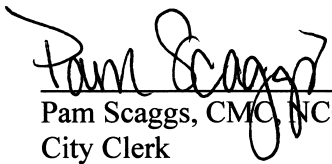
The proposed text amendments to the KDO are attached as Exhibit A and shown as additions:

ADOPTED this the 24th Day of March 2025:



Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:



Pam Scaggs, CMC, NCCMC
City Clerk

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

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	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

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ALL OTHER USES	
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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
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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.



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Sherry Gordon, Community Development Program Administrator
Subject: **PUBLIC HEARING and BUDGET AMENDMENT ORDINANCE - CDBG Program**
Income FY2024-25 **APPROVED**

Recommended Action Requested by City Council

1. Hold a public hearing on the proposed Budget Amendment.
2. Motion to approve the Community Development Block Grant Program Income Budget Amendment FY2024-25.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The proceeds from the sale of the Gateway Business Park property generated program income funds for the CDBG program in the amount of \$1,215,249. CDBG program income must be treated and spent in the same manner as regular CDBG funds and must be spent as expediently as possible. Based on the significant amount of the program income, the City must also hold a public hearing to allow public comment on the proposed use of funds.

Fiscal Implications

The proposed allocation of the funds is:

- Program administration \$40,000
- Nonprofit public services \$60,000
- Transitional housing \$495,249
- Infrastructure improvement \$620,000

Alternate Courses of Action

1. **Approve the Community Development Block Grant Program Income Budget Amendment FY2024-25. (Recommended)**
2. Use the funds for alternative activities as directed by Council.

Attachments

1. PH Notice
2. 2025-19 Ordinance CDBG - FY 25 Proceeds



KANNAPOLIS CITY COUNCIL
Monday, March 24, 2025

The Kannapolis City Council will hold a public hearing on Monday, March 24, 2025 at 6:00 p.m. in the Kannapolis City Hall/Police Headquarters, 401 Laureate Way, Kannapolis, NC. The purpose of this hearing is to receive citizens comments and questions on the use of Community Development Block Grant (CDBG) Program Income from the U.S. Department of Housing and Urban Development (HUD).

Each year the City must develop an Annual Action Plan and budget for submission to HUD for CDBG funds. The City received CDBG Section 108 Loan proceeds from the sale of land in the Gateway Business Park totaling \$1,215,249 in funds. All HUD funds must benefit low and moderate income persons, households or neighborhoods. All specific expenditures will be detailed in the amended FY2024-2025 Annual Action Plan to be available for public inspection at the following locations: City of Kannapolis Administrative Offices, 401 Laureate Way, Kannapolis, NC and from the City's website: www.kannapolisnc.gov

CDBG Program Income Proposed Expenditures

Program Administration	\$ 40,000.00
Non-profit Partnerships	60,000.00
Transitional Housing	495,249.00
Infrastructure Improvements	<u>620,000.00</u>
	\$ 1,215,249.00

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the **City of Kannapolis**, should contact the office of **Daniel Jenkins, Assistant Human Resource Director**, by phone at 704-920-4312 or by email at djenkins@fkannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Questions can be directed to Kannapolis Community Development at 704-920-4332



**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 Appropriated Fund Balance: 75000-39900	\$ 1,215,249
--	--------------

Total Revenues:	\$ 1,215,249
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Section 4. The following amount is appropriated for the project:

Capital Machinery and Equipment 75000-59500-CPR24	\$ 40,000
--	-----------

Public Services 75000-51945-CPR24	\$ 60,000
--------------------------------------	-----------

Transitional Housing 75000-51956-CPR24	\$ 495,249
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Infrastructure Improvement 75000-51935-CPR24	\$ 620,000
---	------------

Total Expenditures:	\$ 1,215,249
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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

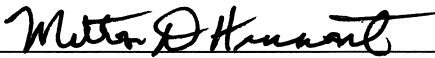
element in Section 4 and on total grant revenues received or claimed.

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 24th day of March 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Voluntary Annexation (A-2025-03) of approximately 0.9492 +/- acre portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street (Cabarrus County Parcel Identification Number 56035728560000) and consider a motion to extend the Corporate Limits of the City of Kannapolis. **APPROVED**

Recommended Action Requested by City Council

1. Hold a Public Hearing for Case A-2025-03 to consider the voluntary annexation of 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; and
2. Consider adopting the Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant and property owner, Christopher Chappell, 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.

On March 10, 2025, City Council adopted a Resolution of Intent to Annex the subject property; authorized the Clerk to Investigate the Intent to Annex; Certify the Sufficiency of the Petition; and established a public hearing date of March 24, 2025.

The property is further identified as Cabarrus County Parcel Identification Number 56035728560000 and is located in an unincorporated area of Cabarrus County.

Fiscal Implications

None

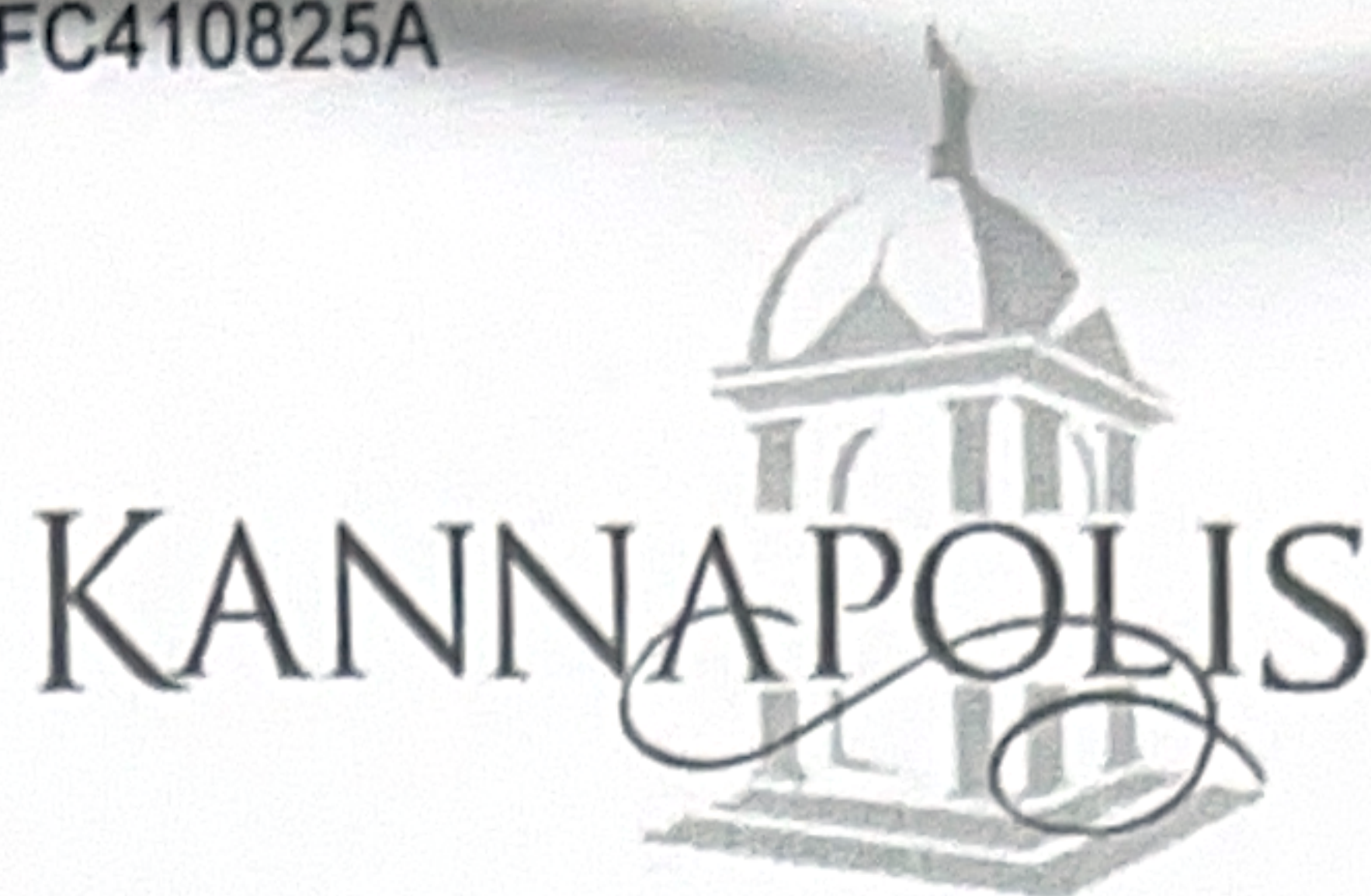
Alternate Courses of Action

1. **Motion to adopt an Ordinance extending the Corporate Limits of the City of Kannapolis (Recommended).**
2. Take no action.
3. Table action to a future meeting.

Attachments

1. Non-contiguous application

2. CC 3.24.2025 297.37 2
3. Vicinity Color A-2025-03
4. Black and White A-2025-03
5. Vicinity A-2025-03 updated
6. 2025-20 Ordinance for Annexation 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.*

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number
Invoice number 636E6204-0003
Date paid Mar 10, 2025
Payment method VISA - 9491
Notice Id yhyHXr1FDetvohtzN00R
Publisher Concord Independent Tribune

Paid by
City of Kannapolis

\$279.79 paid on Mar 10, 2025

=== Notes ===

Notice Name: City Council Business Meeting March 24, 2025
Order Number: COL-NC-400918

Description	Qty	Unit price	Amount
03/15/2025: General Legal Notice	1	129.90	129.90
03/20/2025: General Legal Notice	1	129.89	129.89
Affidavit Fee	1	20.00	20.00
Subtotal			\$ 279.79
Tax			0.00
Amount paid			\$ 279.79

Notice of Public Hearing

401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday March 24, 2025 at 6:00 pm

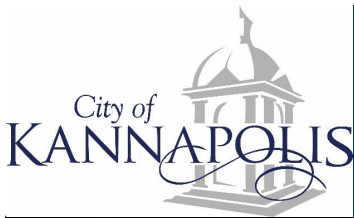
Voluntary Annexation A-2025-03 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 0.9492 +/- acre portion of a larger 1.4 +/- acre parcel located at 5051 Macon Street and further identified as Cabarrus County Parcel Identification Number 56035728560000.

Text Amendment – TA-2025-01 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), Article 3, Section 3.4.1(2) to reduce minimum lot width to sixteen (16) feet in the Center City (CC) zoning district.

Text Amendment – TA-2025-0 – Public Hearing to consider text amendments to the Kannapolis Development Ordinance (KDO), several sections of Articles 2, 3, 4, 5 and 10.

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event.

Publication Dates: March 15, 20, 2025. COL-NC-400918



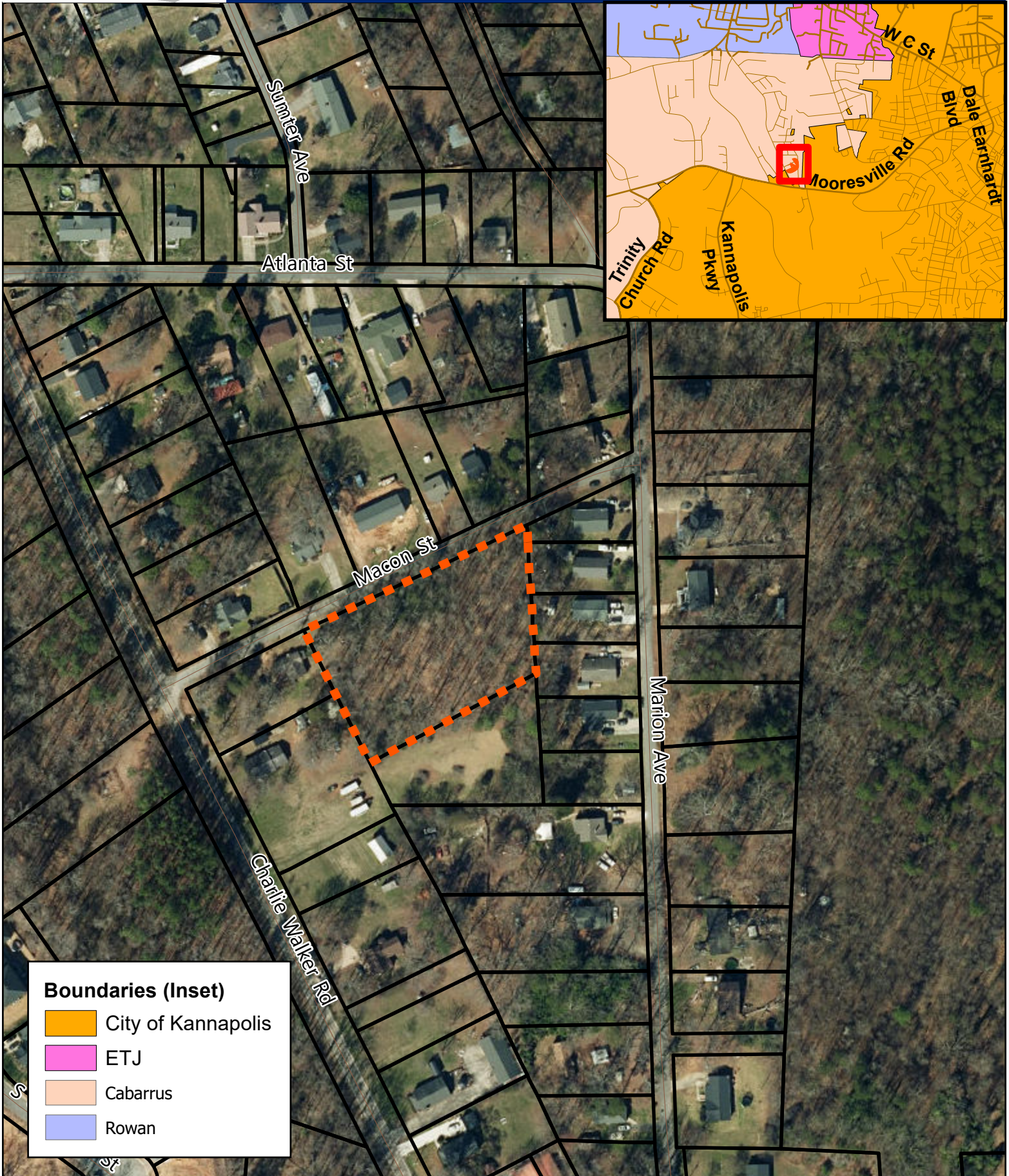
Vicinity Map

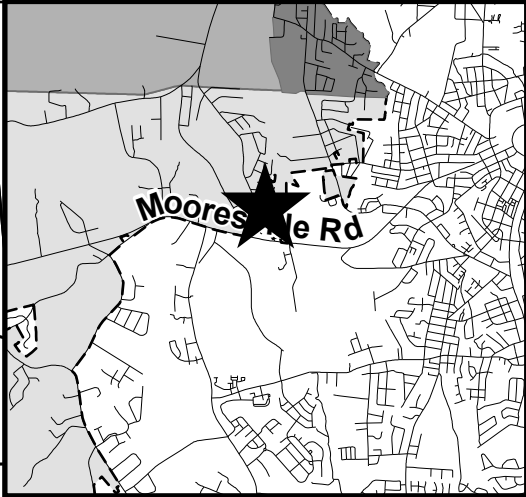
Owner: Christopher Chappell

Address: 5051 Macon St

Parcel: 56035728560000

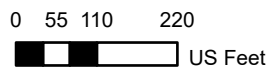
N





Vicinity Map

Owner: Christopher Chappell
Address: 5051 Macon St
Parcel: 56035728560000

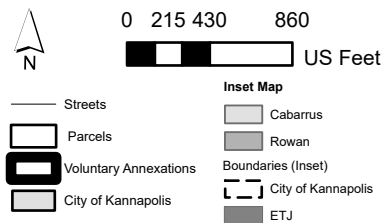


- Streets
- Parcels
- Voluntary Annexations
- City of Kannapolis

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



Owner: Christopher Chappell
Address: 5051 Macon St
Parcel: 56035728560000



**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE CITY OF KANNAPOLIS, NORTH CAROLINA**

Annexation 2025-03 – 5051 Macon

WHEREAS, pursuant to Chapter 160A-58 *et seq*, City Council has stated its intent to annex property as described below; and

WHEREAS, City Council has by resolution set and held a public hearing on the question of this annexation at Kannapolis City Hall, located at 401 Laureate Way at 6:00 PM on the 24th day of March 2025, after due notice by the Independent Tribune newspaper on the 15th and 20th days of March 2025; and

WHEREAS, the City Council finds that the public health, safety and welfare of the City of Kannapolis, North Carolina and of the area proposed for annexation will be best served by annexing the area described.

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

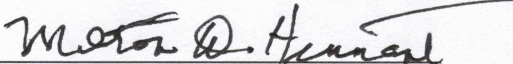
Section 1. By virtue of the authority granted pursuant to N.C.G.S. Chapter 160A-58 *et seq*, the following described territory is hereby annexed and made part of the City of Kannapolis, North Carolina as of the 24th day of March 2025, and being more particularly described as Cabarrus County Parcel Identification Number 56035728560000.

SEE EXHIBIT A – METES AND BOUNDS DESCRIPTON and SURVEY

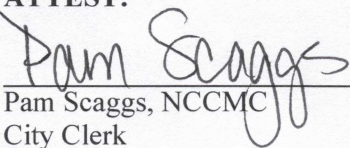
Section 2. Upon and after the 24th day of March 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Kannapolis, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Kannapolis, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

Section 3. The Mayor of the City of Kannapolis, North Carolina shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

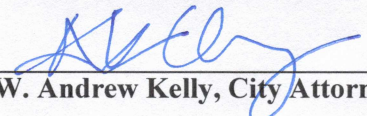
Adopted this 24th day of March 2025:


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, NCCMC
City Clerk

APPROVED AS TO FORM:


W. Andrew Kelly, City Attorney

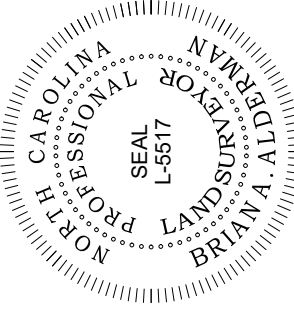
5051 Macon Street**Legal Description for the Area to be Annexed**

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

I, BRIAN ALDERMAN, PLS. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN BOOKS/PAGES: 562/347 & 680/0098); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE LISTED REFERENCES; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 42-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26 TH DAY OF FEBRUARY, 2025.

I ALSO CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED:

- A. THAT THIS PLAT IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THIS PLAT IS A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- C. THAT THIS PLAT IS OF AN EXISTING PARCEL(S) OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
- X. D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINING IN A THROUGH ABOVE



BRIAN ALDERMAN, PLS # L-5517

GPS SURVEY CERTIFICATION:

I, BRIAN ALDERMAN, PLS. CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY.

1. CLASS OF SURVEY: A (1:10,000)
2. POSITIONAL ACCURACY: <0.10'
3. TYPE OF GPS SURVEY PROCEDURE: RTK NC NETWORK
4. DATE OF GPS SURVEY: 02/24/2025
5. DATUM/EPOCH: NAD83(2011)
6. PUBLISHED FIXED-CONTROL USED: "GADDDY"
7. GEOID MODEL: GEOID18
8. COMBINED GRID FACTOR: 0.99984756"
9. UNITS: US SURVEY FEET

SURVEY NOTES:

1. THIS PROPERTY IS SUBJECT TO THE MAINTENANCE OF ANY PUBLIC UTILITIES EVIDENT AND NOT EVIDENT AND TO ANY RIGHTS-OF-WAY, EASEMENTS, OR AGREEMENTS OF RECORD PRIOR TO OR AT THE DATE OF SURVEY.
2. THE CLIENT ACKNOWLEDGES THAT NO TITLE SEARCH OR OPINION OF TITLE OR OWNERSHIP IS IMPLIED OR CERTIFIED BY THE INFORMATION SHOWN ON THIS PLAT, AND THAT NO INVESTIGATION HAS BEEN MADE FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THE CLIENT ACKNOWLEDGES THAT THIS PROPERTY MAY BE SUBJECT TO THE DEVELOPMENT RESTRICTIONS AS DESCRIBED IN THE CURRENT "CITY OF KANNAPOLIS" DEVELOPMENT ORDINANCES.

STATEMENT OF PURPOSE:

1. THE PURPOSE OF THIS PLAT IS TO SURVEY THE EXISTING BOUNDARY OF PARCELS 56035728560000 & 56034797980000. FOLLOWING THE BOUNDARY SURVEY, A RECOMBINATION OF THE TWO PARCELS WILL OCCURE AND PARCEL 56035728560000 WILL BE DIVIDED INTO 2 LOTS. ONE OF THOSE LOTS WILL BE RECOMBINED WITH PARCEL 56034797980000. THEN LOT ONE WILL BE ANNEXED INTO THE CITY OF KANNAPOLIS.
2. THE NUMBER OF EXISTING LOTS (2) NUMBER OF NEW LOTS (1) (3 TOTAL LOTS)
3. EXISTING ACREAGE: TRACT 1: 0.4590 ACRES +/-, TRACT 2: 1.3916 ACRES +/-.
4. NEW LOT ACREAGE: TRACT 1: 0.9011 AC +/-, LOT 1: 0.9492 AC +/-, LOT 2: 0.4421 AC +/-.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON

ZONING TBD SETBACKS		
FRONT SETBACK	TBD	
SIDE SETBACK	TBD	
REAR SETBACK	TBD	

LEGEND

ABBREVIATIONS

RCP REINFORCED CONCRETE PIPE
HDPE HIGH DENSITY POLY PIPE
CMP CORRUGATED METAL PIPE
DB/DP DEED BOOK / DEED PAGE
RW RIGHT OF WAY
AC ACRES(S)
CIL CENTERLINE
NL NEW LINE

SYMBOLS

AXLE
SURVEY SPIKE SET
CONCRETE MONUMENT
MAG NAIL
PIPE
CALC. POINT
CALC. IN TREE
REBAR FOUND
BENCHMARK
GEODETIC MONUMENT
REBAR SET
SANITARY MANHOLE
MANHOLE
WATER
HVAC
WATER VALVE
FIRE HYDRANT
GAS
POWER POLE

BOUNDARY LINE
BOUNDARY BY DEED
EASEMENT LINE
100YR 1% FLOOD LINE
OVERHEAD POWER
SETBACKS
TOP OF STREAM BANK
CL ROAD
EXISTING BUILDINGS
EXISTING STORM
EXISTING GRAVEL
EXISTING CONCRETE

FIRM PANEL 5603
MAP NUMBER 3710560300K
EFFECTIVE DATE 11/16/2018
PROPERTY LIES IN ZONE X

Flood Plain Notation
The parcels of land as shown on this plat are not located in a 100-year flood plain
Watershed Notation
The parcels of land as shown on this plat are not located in a watershed

CERTIFICATE OF ANNEXATION

Area annexed into the corporate limits of the City of Kannapolis, NC by Ordinance Number _____ adopted by the City Council on _____ with an effective date of _____, I hereby certify that this plat has been approved for recording in the Register of Deeds in Rowan County.

Mayor _____ Date _____

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

_____, Review Officer of Rowan County Certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

Legal Description for the Area to be Annexed

Beginning at a set #44 rebar, being the southwest corner of Lot 1; thence N 64°16'52" E a distance of 74.89' to a set #44 rebar on the Chappell line; thence N 64°16'52" E a distance of 74.89' to a set #44 rebar on the Chappell line; thence N 64°16'52" E a distance of 15.83' 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 #44 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 #44 rebar; thence S 63°20'31" W, with the Macon Street right-of-way, a distance of 100.00' to a set #44 rebar; thence S 63°20'31" W, with the Macon Street right-of-way, a distance of 75.00' to a set #44 rebar; thence S 63°20'31" W, with the Macon Street right-of-way, a distance of 75.00' to a set #44 rebar; thence S 25°43'08" E a distance of 197.21' to a set #44 rebar, which is the point of beginning, having an area of 41,346.8 square feet, 0.949 acres

PARENT PARCEL

TRACT 2

CHRISTOPHER BARRY CHAPPELL

PIN: 56035728560000

DB/PG: 562/347

PB/PG: 6/6

1.3916 ACRES +/-

60,617 SQ. FT. +/-

ZONED LDR

MACON STREET - 30' RIGHT-OF-WAY
(S.R.# 160)

CHARLIE WALKER ROAD - 30' RIGHT-OF-WAY
(S.R.# 1628)

TRACT 1

CHRISTOPHER BARRY CHAPPELL

PIN: 56034797980000

DB/PG: 680/0098

PB/PG: 6/6

ORIGINAL ACREAGE 0.4590 ACRES +/-

NEW ACREAGE 0.9011 ACRES +/-

ZONED LDR

LOT 2

19,257 SQ. FT.

0.4421 ACRES +/-

(PORTION TO BE

RECOMBINED

WITH PARCEL

TRACT J)

LOT 1

41,347 SQ. FT.

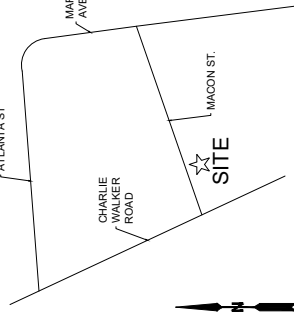
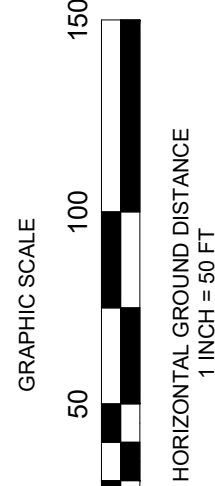
0.9492 ACRES +/-

A PORTION OF

PARCEL

PIN: 56035728560000

"THIS MAP MAY NOT BE A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats."



VICINITY MAP: NTS

A NON-CONTIGUOUS
ANNEXATION PLAT
AND
EXEMPT DIVISION
AND COMBINATION
FOR
AJAJ LAND INVESTMENTS, LLC

SUBJECT PROPERTY INFO:

PARCEL ID(S):

56035728560000

56034797980000

DEED BOOK & PAGE:

56035728560000: 562/0347

56034797980000: 680/0098

CURRENT ZONING:

LDR

PROPERTY LOCATION:

NUMBER 4 TOWNSHIP
CABARRUS COUNTY
NORTH CAROLINA

OWNER INFORMATION:

CHRISTOPHER BARRY CHAPPELL
5005 MACON STREET
KANNAPOLIS, NC 28081

DATE OF SURVEY:

02.26.2025

DRAWN BY:

GAL

CHECKED BY:

BAA

PLAN NOTES:

1. PLAN NORTH IS BASED ON NAD83(2011)
2. THE COORDINATE METHOD
3. ANY TRAVERSE ADJUSTMENTS WERE PERFORMED USING THE LEAST SQUARES ADJUSTMENT METHOD
4. GEODETIC MONUMENTS WERE SURVEYED AS SHOWN
5. ALL DISTANCES ARE GROUND HORIZONTAL UNLESS OTHERWISE NOTED
6. PROPERTY MAY BE SUBJECT TO BURDENS OR BENEFITS NOT SHOWN ON MAP
7. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY BEFORE DIGGING CALL NC ONE-CALL (1-800-632-4949)
8. ZONING DISTRICTS NOTED ARE PER GIS INFORMATION AVAILABLE TO THE PUBLIC
9. THE SUBJECT PARCEL(S) AND ANY ADJOINING PROPERTY OWNERS NAMES, DEEDS OF RECORD, AND TAX PARCEL IDENTIFICATIONS REFLECT THOSE AVAILABLE TO THIS SURVEYOR AS OF THE DATE OF THE SURVEY SHOWN

REVISION ISSUE

00 EXEMPT 02.26.2025



PROJ No: 24-0001
SITE D
KANNAPOLIS, NC 28081
Brian.Alderman@SutherEngineering.com



Kannapolis City Council

City Council Agenda Staff Report
March 24, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING and ORDER** - Request 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 **APPROVED**

Recommended Action Requested by City Council

1. Conduct a Public Hearing to consider withdrawal from dedication a portion of Right-of-Way (ROW) known as Cannon Baller Way from the parking area east of West Avenue to the intersection with South Main Street; and
2. Motion to approve an Order to close said portion of Cannon Baller Way

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City has received a request to close a portion of Cannon Baller Way. At the February 24, 2025 meeting of City Council, a Resolution of Intent was approved to withdraw from dedication a portion of Cannon Baller Way from the parking area east of West Avenue to the intersection with South Main Street (see map included with this report). As Vida 2 (200 Main) moves toward construction completion, it was discovered that the newly constructed building and retaining walls encroached into the City's right-of-way area that also includes Cannon Baller Way. The encroachment area as depicted on the aforementioned map is less than six feet into the public right-of-way and is just over 142 feet long. The request for the closure of this small strip of right-of-way is necessary in order to mitigate the private structure's location and to ensure that it is ultimately located on private property rather than within the public right-of-way.

Provided there is no evidence given at the Public Hearing that withdrawing from this dedication is not contrary to the public interest, it is recommended that City Council approve the Order to Close.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to approve an Order to Close thereby withdrawing from dedication a portion of ROW known as Cannon Baller Way from the parking area east of West Avenue to the intersection with South Main Street. (Recommended)**
2. Table Action to a future meeting.

3. Take no action.

Attachments

1. Vida 2 Petition for Street or Alley Closure
2. Street Closing Cannon Baller Overview
3. Resolution of Intent to Close ROW Cannon Baller Way
4. Posted Sign Notice
5. ROW Cannon Baller Ad - 1483.48
6. List of Notified Properties
7. Letter to Property Owner Resolution of Intent
8. Order to Close Cannon Baller Way R-O-W
9. Recorded Order to Close a Portion of Cannon Baller Way



STREETS AND ALLEYS PROCEDURE FOR CLOSING

PROCEDURE

1. Submission of request to City must include:
 - a. Letter of request (petition) signed by 100% property owners abutting street or alley.
 - b. Copy of recorded plat showing original layout or dedication of street or alley.
 - c. Registered land surveyors plat of recent survey of portion of street to be closed on legal size drawing, suitable for recording and a metes and bounds description.
 - d. Non-refundable application fee of \$300.00.
2. Review and recommendations to City Manager by Legal, Planning and Public Works.
3. Recommendation to City Council.
4. Adopt Resolution of Intent.
5. Public Notice
 - a. Newspaper (one per week, four consecutive weeks).
 - b. Posted notices (two signs on street).
 - c. Mail copy of Resolution of Intent to all adjoining property owners by Registered or Certified mail.
6. Public Hearing
7. Order of Closing
8. Record closing order with Register of Deeds

RESPONSIBILITY

Property Owners

Property Owners

Property Owners

Property Owners

City Staff

City Manager

City Council

City Clerk

Public Works

City Clerk

City Council

City Council

City Attorney

Partial ROW Closure

 Affected ROW

0 75 150 300 Feet



**A RESOLUTION STATING THE INTENT OF THE
CITY OF KANNAPOLIS TO CONSIDER CLOSING
A PORTION OF CANNON BALLER WAY AS DESCRIBED HEREIN
AND FIXING THE DATE OF PUBLIC HEARING ON THE
QUESTION OF SUCH CLOSING**

BE IT RESOLVED by City Council of the City of Kannapolis:

Section 1. That it is the intent of City Council of the City of Kannapolis to consider closing a portion of the following described Public Street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina.

Being a portion of Cannon Baller Way, lying in the City of Kannapolis, County of Cabarrus, State of North Carolina, said parcels having Parcel Identification Number of 56136924190000 and being more particularly described as follows:

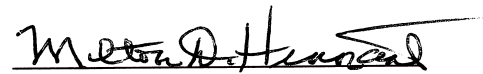
BEGINNING at a new #5 rebar marking the northernmost corner of Vida 2 LLC (now or formerly) as described in deed book 16479, page 26 of the Cabarrus County Registry and being a point along the southerly margin of Cannon Baller Way a variable width right of as shown on plat book 89, page 83; THENCE with a new line within the right of way of Cannon Baller Way the following four (4) courses and distances; 1) North 28 degrees 52 minutes 47 seconds East a distance of 5.81 feet to a calculated point; 2) THENCE South 61 degrees 23 minutes 42 seconds East a distance of 142.16 feet to a calculated point; 3) THENCE along a curve to the right having an arc length of 12.99 feet, and a radius of 7.84 feet, being subtended by a chord bearing of South 13 degrees 44 minutes 06 seconds East, a distance of 11.56 feet to a calculated point; 4) THENCE South 28 degrees 48 minutes 05 seconds West a distance of 12.17 feet to a new #5 rebar on the easterly corner of the aforementioned Vida 2 LLC; THENCE with the line of Vida 2 LLC the following three (3) courses and distances; 1) along a curve to the left having an arc length of 21.53 feet, and a radius of 14.70 feet, being subtended by a chord bearing of North 15 degrees 41 minutes 03 seconds West, a distance of 19.66 feet to a calculated point; 2) THENCE North 57 degrees 37 minutes 42 seconds West a distance of 12.61 feet to a calculated point; 3) THENCE North 61 degrees 23 minutes 42 seconds West a distance of 123.62 feet to the POINT OF BEGINNING and having an area of 0.021 acres (921 sq ft), more or less.

Section 2. That a public hearing on the question of such closing the above-described right-of-way will be held at 401 Laureate Way, Kannapolis, North Carolina, at 6:00 P.M. on the 24th day of March 2025, at which time plans for such closing will be explained and all persons will be given an opportunity to be heard.

Section 3. That notice of said closing and public hearing shall be given by publication, mailing and posting as required by law.

Adopted this 24th day of February 2025


Pam Scaggs, NCCMO
City Clerk


Milton D. Hinnant, Mayor
City of Kannapolis





Column Software PBC
PO Box 208098
Dallas, TX 75320-8098

help@column.us

Receipt number
Invoice number 636E6204-0002
Date paid Mar 7, 2025
Payment method VISA - 9491
Notice Id tA25pzs2ew0AsLKyxhQQ
Publisher Concord Independent Tribune

Paid by
City of Kannapolis

\$1483.48 paid on Mar 7, 2025

=== Notes ===

Notice Name: Cannon Baller Way ROW Closure
Order Number: COL-NC-400912

Description	Qty	Unit price	Amount
03/13/2025: General Legal Notice	1	365.87	365.87
03/15/2025: General Legal Notice	1	365.87	365.87
03/18/2025: General Legal Notice	1	365.87	365.87
03/22/2025: General Legal Notice	1	365.87	365.87
Affidavit Fee	1	20.00	20.00

Subtotal	\$1483.48
Tax	0.00
Amount paid	\$1483.48

Notice of Public Hearing



KANNAPOLIS

NOTICE OF PUBLIC HEARING
401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday, March 24, 2025

A RESOLUTION STATING THE INTENT OF THE CITY OF KANNAPOLIS TO CONSIDER CLOSING A PORTION OF CANNON BALLER WAY AS DESCRIBED HEREIN AND FIXING THE DATE OF PUBLIC HEARING ON THE QUESTION OF SUCH CLOSING

BE IT RESOLVED by City Council of the City of Kannapolis:

Section 1. That it is the intent of City Council of the City of Kannapolis to consider closing a portion of the following described public street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina.

LEGAL DESCRIPTION
Being a portion of Cannon Baller Way, lying in the City of Kannapolis, County of Cabarrus, State of North Carolina, said parcels having Parcel Identification Number of 56136924190000 and being more particularly described as follows:

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Section 2. That a public hearing on the question of such closing the above described right-of-way will be held at 401 Laureate Way, Kannapolis, North Carolina, at 6:00 o'clock p.m., on the 24th day of March, 2025 at which time plans for such closing will be explained and all persons will be given an opportunity to be heard.

Section 3. That notice of said closing and public hearing shall be given by publication, mailing and posting as required by law.

Adopted this 24th day of February 2025

Milton D. Hinnant
Mayor

In accordance with Title II of the Americans with Disabilities Act (AD), any person requiring an accommodation to participate in a function or program of the City of Kannapolis, should contact Daniel Jenkins, Assistant Human Resource 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 48 hours before the scheduled event.

Publication Dates: March 13, 15, 18, 22, 2025. COL-NC-400912

AcctName1	MailAddr1	MailCity	MailState	MailZipCoc
DENHOLTZ VIDA OWNER LLC				
ATTN: STEVE CASSIDY	116 CHESTNUT ST STE 102	RED BANK	NJ	07701
KRBLOCK2 LLC				
C/O CPA BUSINESS ADVISORS INC	1290 W EAU GALLIE BLVD	MELBOURNE	FL	32935
NORTH CAROLINA RAILROAD CO	2809 HIGHWOODS BLVD STE 100	RALEIGH	NC	27604
VIDA 2 LLC	1290 W EAU GALLIE BLVD STE 900	MELBOURNE	FL	32935



KANNAPOLIS

Planning

March 13, 2025

Re: Street Closure –Portion of Cannon Baller Way

Dear Property Owner:

In accordance with General Statute 160A-299 - *Procedure for Permanently Closing Streets and Alleys*, which states that after Council adopts a Resolution of Intent declaring its intent to close a street or alley and sets a date for a public hearing on the intent to close, a certified copy of the Resolution of Intent must be mailed to owners of property adjoining the street or alley.

The City of Kannapolis is proposing to withdraw 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. You have been identified as a property owner holding interest in property nearby the street as described to be closed (see reverse side of this letter for a map showing the portion described).

Please find enclosed a certified copy of the Resolution stating the City's intent to consider this withdrawal. The Public Hearing has been scheduled for Monday, March 24, 2025, 401 Laureate Way, Kannapolis, NC at 6:00 PM.

If you need additional information, you may contact the Planning Department at (704) 920-4350.

Sincerely,



Richard Smith
Planning Director

Enclosure

**A RESOLUTION STATING THE INTENT OF THE
CITY OF KANNAPOLIS TO CONSIDER CLOSING
A PORTION OF CANNON BALLER WAY AS DESCRIBED HEREIN
AND FIXING THE DATE OF PUBLIC HEARING ON THE
QUESTION OF SUCH CLOSING**

BE IT RESOLVED by City Council of the City of Kannapolis:

Section 1. That it is the intent of City Council of the City of Kannapolis to consider closing a portion of the following described Public Street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina.

Being a portion of Cannon Baller Way, lying in the City of Kannapolis, County of Cabarrus, State of North Carolina, said parcels having Parcel Identification Number of 56136924190000 and being more particularly described as follows:

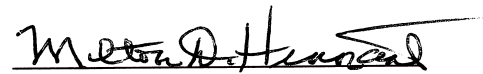
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Section 2. That a public hearing on the question of such closing the above-described right-of-way will be held at 401 Laureate Way, Kannapolis, North Carolina, at 6:00 P.M. on the 24th day of March 2025, at which time plans for such closing will be explained and all persons will be given an opportunity to be heard.

Section 3. That notice of said closing and public hearing shall be given by publication, mailing and posting as required by law.

Adopted this 24th day of February 2025


Pam Scaggs, NCCMO
City Clerk


Milton D. Hinnant, Mayor
City of Kannapolis

**CITY COUNCIL
CITY OF KANNAPOLIS
ORDER TO CLOSE**

WHEREAS, pursuant to North Carolina General Statute 160A-299, City Council of the City of Kannapolis has proposed to permanently close a portion of Cannon Baller Way located from the parking area east of West Avenue to the intersection with South Main Street described as a Public Street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina which is more particularly described as:

LEGAL DESCRIPTION

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WHEREAS, a Public Hearing on the question of such closing was held on March 24, 2025, at which time the plans for such closing were explained and all persons given an opportunity to be heard; and

WHEREAS, notice of said closing was given in accordance with the requirements of law; and

WHEREAS, it has been found to the satisfaction of the City Council after the Public Hearing that closing of the street or public roadway is not contrary to the public interest and that no individual owning property in the vicinity of the street or public roadway or in the subdivision in which it is located would be deprived of reasonable means of ingress or egress to their property.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Kannapolis as follows:

1. That the portion of Cannon Baller Way located from parking area east of West Avenue to the intersection with South Main Street as described above, is hereby closed effective immediately.
2. That the City of Kannapolis reserves any and all rights, title and interest in and to any utility improvements or easements within any portion of the above-described street closed pursuant to this Order.
3. That a certified copy of this Order be filed in the office of the Register of Deeds for Cabarrus County, North Carolina.

Adopted this 24th day of March 2025.

Milton D. Hinnant
Mayor

Attest:

Pam Scaggs, CMC, NCCMC
City Clerk

FILED	Apr 14, 2025
AT	04:37:00 PM
BOOK	17387
START PAGE	0339
END PAGE	0343
INSTRUMENT #	07832
EXCISE TAX	\$0.00

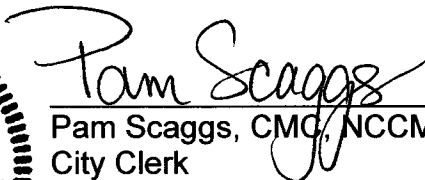
**CERTIFICATE OF RECORDING OFFICER**

I, Pam Scaggs, the undersigned duly qualified and acting City Clerk for the City of Kannapolis, North Carolina do hereby certify and acknowledge that the attached is a true and accurate copy of an Order to Close a portion of Right-of-Way known as Cannon Baller Way as regularly adopted at a legally convened meeting of the City of Kannapolis City Council held on the 24th day of March, 2025; and further, that such Order has been fully recorded in Minute Book 135, Volume CXXXV.

WITNESS my hand and the official seal of said City, this 11th day of April, 2025.



SEAL


Pam Scaggs, CMC, NCCMC
City Clerk

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CITY OF KANNAPOLIS
ORDER TO CLOSE**

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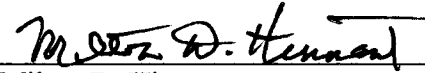
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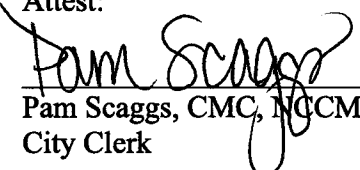
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Adopted this 24th day of March 2025.


Milton D. Hinnant
Mayor

Attest:


Pam Scaggs, CMC, NCCMC
City Clerk

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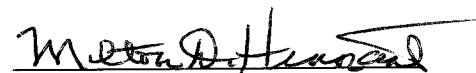
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Adopted this 24th day of February 2025


Pam Scaggs, NCCMO
City Clerk


Milton D. Hinnant, Mayor
City of Kannapolis

- Point Legend:
- Monumentation—
 - EIP Existing Iron Pin
 - IPS Iron Pin Set (#5 Rebar)
 - PT Calculated Point
- Miscellaneous—
- N/F Now or Formerly
CGF Combined Grid Factor

- Line Legend:
- Right-of-Way
 - Property Line
 - Wall
 - Adjoiner Property Line
 - Back of Curb (BOC)
 - Planters
 - Conveyance Area
 - Building
 - Wall Area

State of North Carolina
County of Cabarrus

I, _____
Review Officer of Cabarrus County, certify that the
map or plat to which this certification is affixed
meets all statutory requirements for recording.

Review Officer _____ Date _____

Certificate of Final Plat Approval

I hereby certify that this plat is exempt from the subdivision
regulations of the City of Kannapolis due to its exclusion from
the definition of a subdivision as established by NCGS
160d-802(a).

Planning Director _____ Date _____

Certificate of Ownership and Dedication.

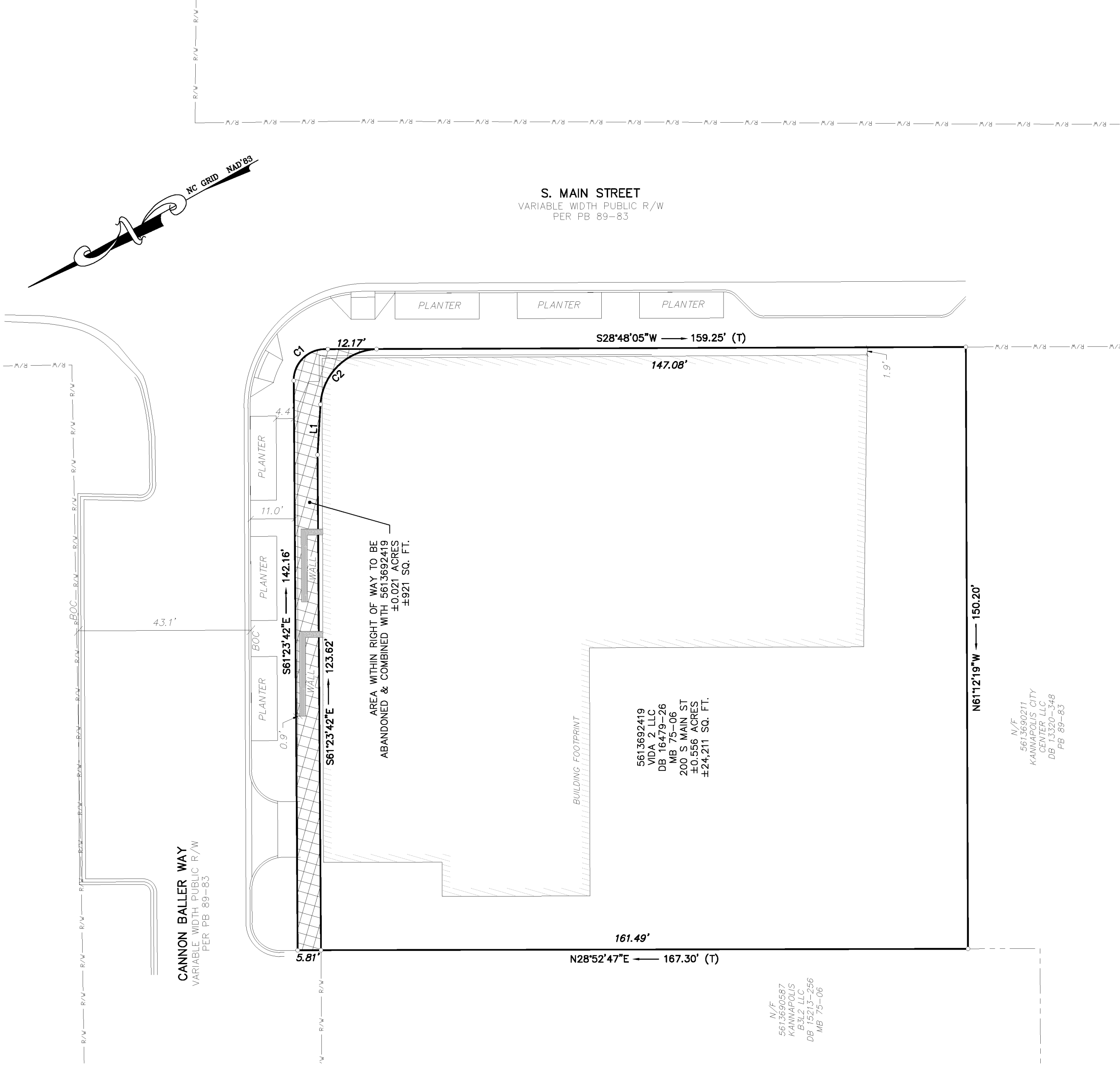
I hereby certify that I am the owner of the property
shown and described hereon, which is located in the
subdivision jurisdiction of the City of Kannapolis, and that
I hereby submit this plan of subdivision with my free
consent, establish minimum building setback lines, and
dedicate to public use all areas shown on this plat as
streets, walks, parks, open space, and easements, except
those specifically indicated as private, and that I will
maintain all such areas until accepted by the City of
Kannapolis, and further that I hereby guarantee that I will
correct defects or failure of improvements in such areas
for a period of one year commencing after a certificate
of approval has been executed by the city, or after final
acceptance of required improvements, whichever occurs
later.

Owner _____ Date _____

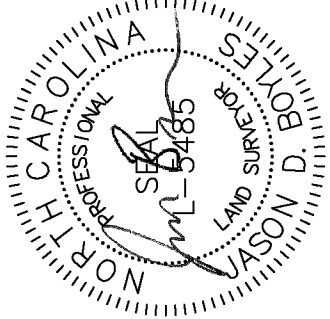
I, Jason D. Boyles, certify that this plat was drawn under my supervision from an actual survey made
under my supervision (deed description recorded in Book _____ Page see map); that the boundaries not
surveyed are clearly indicated as drawn from information found in Book _____ Page see map; that the
ratio of precision as calculated is 1: 10,000+; that this plat was prepared in accordance with G.S.
47-30 as amended; that this plat creates a subdivision of land within a county or municipality that
has an ordinance that regulates parcels of land.

Witness my original signature, registration number and seal this
10th day of February, 2025.

Registration No.: L-5485 N.C.

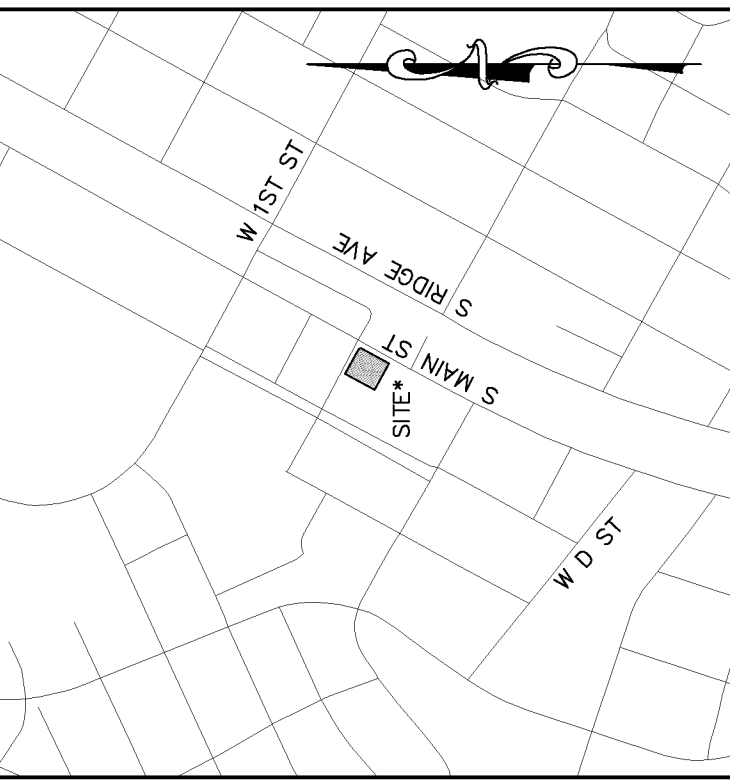


"THIS MAP MAY NOT BE A CERTIFIED SURVEY
and has not been reviewed by a local government
agency for compliance with any applicable land
development regulations and has not been reviewed
for compliance with recording requirements for plats."



LINE	BEARING	DISTANCE
1	N57°37'42"W	12.61

CURVE	CHORD LENGTH	CHORD BEARING	ARC LENGTH	RADIUS
C1	11.56'	N13°44'06"W	12.99'	7.84'
C2	19.66'	N15°41'03"W	21.53'	14.70'



Vicinity Map - Not to Scale

- General Notes:
- Deed Reference(s) — Deed Book 16479, Page 26
 - Tax Parcel ID — 56136924190000
 - Current Owner — Vida 2 LLC
 - All bearings are NC Grid bearings.
 - All distances are shown horizontal.
 - Grid distance = Horizontal distance x Combined Grid Factor (0.999848017)
 - Area — Total: ±0.556 acres
Conveyance Area: ±0.021 acres
 - Areas have been determined by coordinate computation, found or set at all property corners.
 - Zoning — CC
 - Building Setback: None/Contiguous with property line as determined by FEMA and the State of North Carolina.
 - This property is not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina.
 - Reference Elevation: 3710561400K
 - Dated: 11/16/2018 lie in a Water Supply Watershed area.
 - Property does not contain any easements or other interests.
 - This survey was performed without benefit of a Title Commitment Report. GPI Geospatial, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
 - The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.
 - Exterior building footprint has been field located to the outermost limit (Depiction does not include any pocket walls, cornices, buttresses, or pilasters).
 - Curb, gutter, edge of pavement, planters and sidewalk shown per plan, not field located.

Recombination Plat of Vida 2

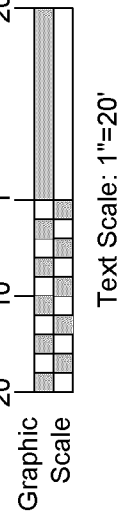
Project: 200 S Main St
Kannapolis
Cabarrus County
North Carolina

prepared for:
Vida 2 LLC

1	###/###/##
2	
3	
4	
No.	Revision
	By
	Date

GPI
GPI GEOSPATIAL, INC.
201 West 29th Street
Charlotte, NC 28206
Phone: (704) 337-8329
Fax: (704) 308-3153
License No.: F-1388
www.gpinet.com

GEOMATICS | LIDAR | PHOTOGRAMMETRY



Date: 02/10/2025

Plot Date: 02/10/2025

Project Number: 2400430

Drawn By: MDM

Reviewed By: JDB

Sealed By: JDB

Sheet 1 of 1