



**WORK SESSION
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
AUGUST 11, 2025
4:30 PM**

Please Turn off Cell Phones or Place on Silent Mode.

AUGUST 11, 2025 - APPROVED MINUTES

A. August 11, 2025 - Approved Minutes ()

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS AND RECOGNITIONS

A. **RECOGNITION** - Scott Trott, Planning and Zoning Commission (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

A. **ORDINANCE** - Amendment to the Traffic Control Schedule **APPROVED** (Michael Rattler, Director of Transportation & Environmental Services)

B. **VOLUNTARY ANNEXATION** - (A-2025-09) 5090 Patterson Road **APPROVED** (Richard Smith, Planning Director)

C. **VOLUNTARY ANNEXATION** - (A-2025-10) 5078 Bahama Drive **APPROVED** (Richard Smith, Planning Director)

D. **ORDINANCE** - Budget Amendment for one-time Downtown Improvements **APPROVED** (Mike Legg, City Manager)

E. **AMENDMENT** - HOME Annual Action Plan and Budget **APPROVED** (Sherry Gordon, Community Development Program Administrator)

F. **REPORT** - Monthly Wastewater Allocations Report **RECEIVED** (Alex Anderson, Director of Water Resources, Elizabeth Hassenfritz, Director of Engineering)

G. **REPORT** - Agendas and activities for City appointed or City represented Boards and Commissions **RECEIVED** (Mike Legg, City Manager)

H. **MINUTES** - July 14, 2025 Work Session **APPROVED** (Pam Scaggs, City Clerk)

I. **MINUTES** - July 28, 2025 Business Meeting **APPROVED** (Pam Scaggs, City Clerk)

BUSINESS AGENDA

- A. **DISCUSSION** - Downtown Covenants, Conditions, and Restrictions (CCRs) discussion and potential changes **DISCUSSED** (Richard Smith, Planning Director, Andrew Kelly, City Attorney)
- B. **BID AWARD** - Kannapolis Dam Spillway Replacement Project **APPROVED** (Alex Anderson, Director of Water Resources, Gerald Faulkner, Water Treatment Manager)
- C. **RESOLUTION** - Kannapolis Lake Dam Spillway Project Revenue Bonds. **APPROVED** (Brian Roberts, Finance Director, Alex Anderson, Director of Water Resources, Kristin Jones, Budget and Strategy Director)
- D. **AGREEMENT** - Cross Easement for Downtown Block 1 **APPROVED** (Andrew Kelly, City Attorney)
- E. **RESOLUTION** - Requesting the Naming of the Rogers Lake Road Bridge in honor of Linda P. Johnson **APPROVED** (Mike Legg, City Manager)

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 MINUTES
August 11, 2025**

A work session of the Kannapolis City Council was held on Monday, August 11, 2025, at 4:30 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Council Members: Darrell Hinnant, Mayor
Doug Wilson
Jeanne Dixon
Dianne Berry, Mayor Pro tem
Tom Kincaid
Darrell Jackson
Ryan Dayvault

Council Members Absent: None

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:	Alex Anderson	Terry Spry
	Richard Smith	Gerald Faulkner
	Michael Rattler	Gary Mills
	Kirk Beard	Irene Wong
	Sherry Gordon	Annette Privette-Keller

Visitors Present:	Tracy Caskey	Amelia Caskey
	Fred Caskey	Brenda Trott
	Scott Trott	Jamie Richardson
	Zach Erwin	Sophia Wilkerson
	Joe Hatley	Christine Nelson
	Phil Goodman	Jayne Williams
	Pam Smith	Robert Jenkins
	Harrison Davis	Mark Spitzer
	Gavin Murfitt	

1 **CALL TO ORDER AND WELCOME**

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

5 **ADOPTION OF AGENDA**

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

9 **PROCLAMATION AND RECOGNITIONS**

10 Mayor Hinnant recognized Scott Trott for his dedicated service to the City of Kannapolis, highlighting
11 his contributions as a member of the Planning and Zoning Commission since 2013 and his prior
12 service on the Parks and Recreation Commission. He presented Mr. Trott with a plaque of
13 appreciation and noted that Mr. Trott and his wife have been life-long Kannapolis residents who
14 played an active role in the City's incorporation efforts.
15

16 **CONSENT AGENDA**

17 Mayor Hinnant called for a motion on the Consent Agenda. Councilmember Dixon made the motion
18 to approve, second by Mayor Pro tem Berry and the motion unanimously approved.
19

20 Ordinance to amend the Traffic Control Schedule (Michael Rattler, Director of Transportation and
21 Environmental Services) (Copy included as Agenda Item: E.A).
22

23 Voluntary Annexation (A-2025-09) 5090 Patterson Road (Richard Smith, Planning Director) (Copy
24 included as Agenda Item: E.B).
25

26 Voluntary Annexation (A-2025-10) 5078 Bahama Drive (Richard Smith, Planning Director) (Copy
27 included as Agenda Item: E.C).
28

29 Ordinance to amend budget for one-time Downtown Improvements (Mike Legg, City Manager)
30 (Copy included as Agenda Item: E.D).
31

32 Amendment to the HOME Annual Action Plan and Budget (Sherry Gordon, Community
33 Development Program Administrator) (Copy included as Agenda Item: E.E)
34

35 Monthly Wastewater Allocations Report (Alex Anderson, Director of Water Resources; Elizabeth
36 Hassenfritz, Director of Engineering) (Copy included as Agenda Item: E.F)
37

38 Agendas and activities report for City appointed or City represented Boards and Commissions (Mike
39 Legg, City Manager) (Copy included as Agenda Item: E.G)
40

41 Minutes: July 14, 2025 Work Session Meeting Minutes (Pam Scaggs, City Clerk) (Copy included as
42 Agenda Item: E.H)
43

44 Minutes: July 28, 2025 Business Meeting Minutes (Pam Scaggs, City Clerk) (Copy included as
45 Agenda Item: E.I)
46

1 **BUSINESS AGENDA**

2 **Discussion – Downtown Covenants, Conditions, and Restrictions (CCRs) discussion and**
3 **potential changes (Richard Smith, Planning Director) (Copy included as Agenda Item: F.A).**

4 Planning Director Richard Smith explained that recent discussion of the Downtown Covenants,
5 Conditions, and Restrictions (CCRs) was prompted by a tenant's request to open a tattoo parlor, which
6 began operating before staff review. This led to a broader analysis of discrepancies between uses
7 permitted under the CCRs and those allowed under the Kannapolis Development Ordinance (KDO).
8 Mr. Smith explained that since 2015, the City has enforced the CCRs in its role as majority downtown
9 property owner and declarant. Unlike zoning laws, which are publicly enforced, CCRs are enforced
10 privately by the City as a landowner and apply to areas such as West Avenue, Oak Avenue, Main Street,
11 and Pennant Square.

12
13 Mr. Smith presented a chart comparing allowable uses, noting 14 mismatches between the CCRs and
14 zoning regulations. Of these, only one use, video game or amusement arcade-type businesses, is allowed
15 under zoning but prohibited under the CCRs. Three such businesses currently operate downtown,
16 having opened before CCR enforcement was fully understood. He also provided updated occupancy
17 data: of 86 commercial addresses downtown, 68 are occupied, yielding a 79% occupancy rate noting
18 that it was well above the 60% target set in 2015. Mr. Smith added that the City still owns several
19 downtown properties, including streetscapes and parking areas, and the CCR district includes 440
20 residential units across 16 buildings, with 86% of the area used for housing.

21
22 Looking ahead, Mr. Smith noted that Block 2 is being sold, which could introduce new private owners
23 under the CCRs, affecting future enforcement and amendments. However, the City retains its role as
24 declarant as long as it remains a property owner. He also reported on a recent meeting with the Pennant
25 Square Homeowners Association (HOA) to discuss CCRs and their continued involvement in that
26 process.

27
28 During the discussion, Council members generally supported reviewing and potentially amending the
29 Downtown CCRs, with Councilmember Dayvault stressing the need to avoid negatively impacting
30 existing businesses. Councilmember Jackson noted that tattoo studios are now mainstream and, if
31 properly licensed, should be permitted. Councilmember Wilson and Mayor Hinnant agreed,
32 emphasizing that compliant businesses should not be excluded. Councilmember Dixon confirmed that
33 Pennant Square was included in the residential unit count, while Councilmember Dayvault inquired
34 about the indoor golf facility planned beneath Vida, which Mr. Smith confirmed would be subject to
35 the CCRs. He also raised questions about the City's unique role as declarant. Mr. Smith explained that
36 while rare, similar models exist, such as in Davidson, and noted that Pennant Square's HOA is
37 considering whether to remain under the CCRs, with a decision expected by August 20. Mr. Legg added
38 that the CCRs were created when the City acquired downtown property from Castle & Cooke, and at
39 that time, downtown was largely undeveloped and acknowledged that the inclusion of residential areas
40 like Pennant Square has since introduced complexities. Council also discussed the need to address
41 inconsistencies in CCR coverage, including parcels like the downtown stadium, and emphasized the
42 importance of ongoing evaluation. Mr. Smith confirmed for Mayor Pro tem Berry that individual
43 property owners still have the right to restrict specific uses within their buildings, even if allowed under
44 CCRs or zoning.

45
46 Mr. Smith stated that while no immediate action is required, Council will eventually need to consider
47 whether to amend the CCRs to better reflect and align with current downtown uses.

Bid Award – Kannapolis Dam Spillway Replacement Project (Alex Anderson, Director of Water Resources; Gerald Faulkner, Water Treatment Manager) (Copy included as Agenda Item: F.B.).

Alex Anderson, Director of Water Resources, provided information about the Kannapolis Lake Spillway Replacement Project at Pump Station Road and West C Street. Originally built in 1940, the spillway has undergone minor modifications over the years but is now showing signs of significant aging, including concrete deterioration and outdated repairs. Mr. Anderson stated that the spillway has been classified as a medium-sized, high-hazard structure by the North Carolina Department of Environmental Quality (NCDEQ) and is also undersized for the Buffalo Creek watershed. Engineering evaluations have determined that replacement is required to ensure long-term safety and regulatory compliance.

Mr. Anderson provided pictures of the spillway in its current condition as well as pictures of the repair process, explaining that the new design will be slightly wider, more stable, and include modern features such as an improved weir and baffling blocks to manage stormwater more effectively. Construction, expected to take 15 months, will involve lowering the lake, installing a temporary cofferdam, replacing the spillway, and restoring the lake level. He added that the lowest bid, submitted by Crowder Construction Company, is \$9,437,930. Funding will be secured through new bond issuance, which will be discussed in the next agenda item. Staff recommends awarding the contract to Crowder, contingent upon final funding and budget approvals.

In response to questions from Councilmembers Jackson and Dixon and Mayor Hinnant regarding project cost, water flow, and pressure, Mr. Anderson explained that limited competition, due to only a few contractors in the state specializing in this type of work, contributed to higher bid amounts. While staff was initially disappointed by the pricing, consultations with the contractor, engineer, and other dam operators confirmed the costs are reasonable given current market conditions. He assured Council that the water plant will remain fully operational during construction, with continuous discharge into Irish Buffalo Creek to meet environmental flow requirements. Mr. Anderson added that residents should not notice any change in water pressure, and water will still be visibly flowing into the creek. Although the lake level will temporarily drop, similar to typical summer lows, it will return to near-normal levels once the cofferdam is in place. He stated that brief periods of significantly lower water levels are expected at the beginning and end of the project, but these will not impact water pressure or supply. The City will utilize alternative raw water sources, such as Cobble Creek and Second Creek, to maintain adequate levels throughout the project.

Councilmember Wilson made motion to award the bid to Crowder Construction Company, Inc. and to authorize the City Manager to execute the contract. Second by Councilmember Dayvault and unanimously approved.

Resolution – Kannapolis Dam Spillway Project Revenue Bonds (Brian Roberts, Finance Director; Alex Anderson, Director of Water Resources; Kristin Jones, Budget and Strategy Director) (Copy included as Agenda Item: F.C.).

Finance Director Brian Roberts provided an overview of a preliminary resolution authorizing the issuance of revenue bonds to fund the Kannapolis Lake Spillway Replacement project. He explained that the resolution includes ratifying the bond application and selecting a preferred financing source. Based on recent bids received by Mr. Anderson, the financing estimate was increased to a *not-to-exceed* \$12 million, covering contingencies, remaining engineering costs, reimbursements, and

1 issuance fees. After issuing an RFP, staff received four proposals from Capital One, First National,
2 Huntington Bank, and Webster Bank, with Webster Bank offering the best terms: a 4.54% interest
3 rate over 20 years, compared to the next best at 4.81%. Mr. Roberts noted that debt service payments
4 are already included in the FY26 budget but cautioned that future water and sewer rate increases may
5 be needed depending on capital and operational demands.

6
7 Mayor Hinnant and Councilmember Jackson asked about the length of the process and whether the
8 rate quoted by Webster Bank is a locked rate. Mr. Roberts responded that if approved, the process
9 should be completed mid-September and that the rate is secured pending approval.

10
11 Councilmember Dayvault made the motion to approve the preliminary Resolution authorizing
12 issuance of Revenue Bonds for the Kannapolis Lake Dam Spillway project. Second by
13 Councilmember Kincaid and unanimously approved.

14
15 **Agreement – Cross Easement for Downtown Block 1 (Andrew Kelly, City Attorney) (Copy**
16 **included as Agenda Item: F.D.).**

17 City Attorney Andrew Kelly explained that during the sale of Block 1, the City entered into a Letter
18 of Agreement with the buyer concerning the area behind the Gem Theater and between Lots 1 and 2,
19 located between Main Street and West Avenue. The Agreement acknowledged that future
20 arrangements would be needed to address access (ingress and egress) to the rear of the buildings for
21 operational and safety purposes, including emergency exits and building equipment. Since then, the
22 City has worked with the current owner of both lots to clarify and formalize these access rights, and
23 the Easement Agreement is now being presented for consideration.

24
25 Regarding financial implications, Mr. Legg noted that the City's main responsibility would be for
26 underground utilities. If drainage issues or potholes arise within the easement, the City would cover
27 17% of repair costs, with the remaining 83% borne by the other property owners based on property
28 size and related factors. Overall, the City's share of potential expenses is expected to be minimal.

29
30 Mayor Hinnant called for a motion regarding the Agreement. Councilmember Jackson made the
31 motion to authorize the City Manager to execute the Cross Easement Agreement for Downtown Block
32 1, second by Councilmember Dayvault and unanimously approved.

33
34 **Resolution – Requesting the Naming of the Rogers Lake Road Bridge in honor of Linda P.**
35 **Johnson (Mike Legg, City Manager) (Copy included as Agenda Item: F.E.).**

36 Mayor Hinnant directed Council's attention to a resolution requesting the naming of the new Rogers
37 Lake Road Bridge in honor of the late State Representative Linda P. Johnson and invited questions.

38
39 Councilmember Dayvault expressed support for the resolution and suggested that Council also
40 formally name the bridge over South Cannon Boulevard (U.S. Hwy 29) at Martin Luther King, Jr.
41 Avenue in honor of Dr. King. While acknowledging this may require a separate resolution, he stressed
42 the importance of resolving the issue decisively. It was agreed that a resolution regarding the bridge
43 would be brought forward at a future meeting. Mayor Pro tem Berry asked if the City had previously
44 made any formal commitments to naming the bridge after Dr. King. Mayor Hinnant indicated that the
45 original petition to rename the street included the assumption that the future bridge would bear Dr.
46 King's name. Councilmember Wilson confirmed no formal request had been submitted but agreed
47 that the matter requires action.

1 Councilmember Dixon moved to name the Rogers Lake Bridge in honor of Linda B. Johnson, second
2 by Councilmember Dayvault, and the motion was unanimously approved.

3
4 Councilmember Dayvault also proposed that staff explore forming a small committee to consider
5 monuments, statues, or similar recognitions for key historical figures such as J.W. Cannon, Charlie
6 Cannon, David Murdock, and George Clinton. He noted ongoing interest in establishing a history
7 museum and emphasized the need to take concrete steps to honor these contributors.

8
9 Councilmember Dixon expressed appreciation for the Police and Parks and Recreation Departments
10 for their efforts in organizing the successful National Night Out event.

11
12 **CLOSED SESSION**

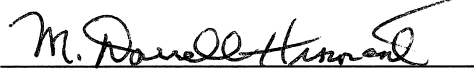
13 Mayor Pro tem Berry made the motion to enter into closed session in accordance with G.S. 143-
14 318.11 (a) (3) to consult with an attorney in order to preserve the attorney-client privilege and G.S.
15 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or business
16 in the area. Second by Councilmember Kincaid and unanimously approved.

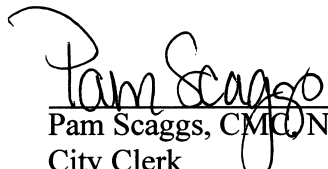
17
18 Council went into Closed Session at 5:19 PM

19
20 **MOTION TO ADJOURN**

21 There being no further business, Councilmember Dixon made motion to adjourn, second by
22 Councilmember Dayvault, and unanimously approved.

23
24 The meeting adjourned at 6:49 PM on Monday, August 11, 2025.

25
26
27
28 
29 M. Darrell Hinnant, Mayor
City of Kannapolis

30
31 
32 Pam Scaggs, CMC, NCCMC
33 City Clerk
34



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Darrell Hinnant, Mayor
Subject: **RECOGNITION** - Scott Trott, Planning and Zoning Commission

Recommended Action Requested by City Council

None. Presentation Only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

The City would like to recognize Scott Trott for his many years of service to the City of Kannapolis. Most recently, Scott served on our Planning and Zoning Commission from 2013 to 2025, recently rotating off of this board. His tenure with the Planning and Zoning Commission also included service as the Chair and Vice-Chair of the Commission.

In 1985, Scott served on the Cabarrus-Rowan Parks Commission, and was involved with Bakers Creek Park coming to fruition (see attached photo commemorating that). Early on, Scott and his wife Brenda were involved with the City's incorporation efforts and have served this community many years (Mrs. Trott also previously served on the Planning Commission). Scott worked for many years with Cannon Mills, working directly with David Murdock when Mr. Murdock owned the mill. Scott is also a veteran of the United States Army.

The City would like to thank Scott for his years of service to our community with a small token of appreciation.

Fiscal Implications

None.

Alternate Courses of Action

None. Presentation Only

Attachments

1. S Trott park plaque

BAKERS CREEK PARK

1985

CABARRUS COUNTY COMMISSIONERS

JAMES W. LENTZ CHAIRMAN
KENNETH F. PAYNE
ARCHIE Y. BARNHARDT
MARCELLE M. UPRIGHT
WILLIAM G. HAMBY, JR.

ROWAN COUNTY COMMISSIONERS

HALL STEELE CHAIRMAN
JAMIMA DeMARCUS
HARRY SIFFORD
J. NEWTON COHEN, SR.
RICHARD D. MESSINGER

CHARLES McGINNIS, COUNTY MANAGER

SETH MURDOCH, COUNTY MANAGER

STEVE LITTLE, DIR. OF PARKS & REC.

JIM FOLTZ, DIR. OF PARKS & REC.

CABARRUS-ROWAN PARK COMMISSION

SCOTT TROTT
TOM DAYVAULT
ED EDMISTON
PHIL SMITH

CARL SLOOP, JR.
ROY DEYTON
LARRY BROWN
CARL W. ALEXANDER



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
Subject: **ORDINANCE** - Amendment to the Traffic Control Schedule **APPROVED**

Recommended Action Requested by City Council

Motion to approve an Ordinance to add Section 6 (c) to the City of Kannapolis Traffic Control Schedule regarding "30 Minute Parking".

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis Traffic Control Schedule, adopted by the City Council on March 23, 1987, was established as the official traffic schedule of the City of Kannapolis. Parking conditions are identified in the Traffic Control Schedule.

Parking is an important component in maintaining a visitor and business-friendly environment in the Campus and Entertainment District of Kannapolis' downtown. There are numerous options for parking.

The proposed addition of Section 6 (c) "30 Minute Parking", allows an effective way to allow parking for convenience while maintaining the need for access by others. 30-minute parking zones are a practical tool for balancing access, efficiency, and business support in busy areas. By prioritizing short-term access, we ensure that curb space remains active and useful to the greatest number of people. Traffic Control Schedule Section 6 (c) "30 Minute Parking", can be used in conjunction with other restrictions or as a stand-alone enforceable code.

The areas proposed for "30 Minute Parking" are shown on the attached map. These areas are currently signed as loading zones and similar markings which don't provide the legal enforcement options necessary to maximize their usefulness to the downtown patrons and business owners.

Fiscal Implications

The cost of application of the Traffic Control Schedule Section 6 (c) "30 Minute Parking" is in materials and maintenance of signage and in enforcement hours.

Alternate Courses of Action

1. **Motion to approve an Ordinance to add Section 6 (c) "30 Minute Parking" to the City of Kannapolis Traffic Control Schedule.**
2. Take no action.
3. Table this item until another meeting.

Attachments

1. Proposed Schedule Section 6(c) 30 Minute Parking
2. 30 Minute Parking Map
3. 2025-53 Ordinance to Amend Traffic Schedule to add Section 6 (c)

Schedule Section 6(c) 30 Minute Parking

Street	Location	Notes
West A Street	South side from 135 feet east of West Ave east for 60 feet	
Laureate Way	South side from 50 feet east of West Ave east for 124 feet	
Cannon Baller Way	South side from 50 feet west of West Ave west for 66 feet	
Cannon Baller Way	South side from 25 feet east of West Ave east for 44 feet	
S. Main Street	West Side from 152 feet south of Laureate Way for 62 feet	
West Ave	West Side from 236 feet south of Laureate Way for 11 feet	

**ORDINANCE TO AMEND THE TRAFFIC CONTROL SCHEDULE THEREBY
AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KANNAPOLIS**

BE IT ORDAINED that *Schedule 6 (c) – 30-Minute Parking* is hereby added to the Traffic Control Schedule as follows:

Declare the following locations:

<u>STREET</u>	<u>LOCATION</u>
West A Street	South side from 135 feet east of West Ave east for 60 feet
Laureate Way	South side from 50 feet east of West Ave east for 124 feet
Cannon Baller Way	South side from 50 feet east of West Ave east for 66 feet
Cannon Baller Way	South side from 25 feet east of West Ave east for 44 feet
S. Main Street	West Side from 152 feet south of Laureate Way for 62 feet
West Ave	West Side from 236 feet south of Laureate Way for 11 feet

BE IT FURTHER ORDAINED that Section 10-142 and Section 10-211 of the City Code is hereby amended as follows:

1. Add subsection (e) to *Section 10-142 – Parking prohibited on certain streets and public parking lots at certain times* as follows:
(e) The traffic-control schedule may designate certain streets or portions of streets, or public parking lots or portions thereof, as 30-Minute Parking Zones. In these designated areas, parking shall be limited to a maximum duration of 30 minutes, during the hours and days indicated on posted signage. The manager shall install appropriate signs or traffic-control devices to indicate such restrictions. Vehicles parked in excess of the designated 30-minute limit shall be subject to *Section 10-8 – Violations, penalties and remedies* of the Code of Ordinance.
2. Add subsection (c) to *Section 10-211 – Generally* as follows:
(c) The manager is also authorized to designate certain curbside areas adjacent to or near loading zones as limited-duration parking areas, including but not limited to 30-minute parking zones, where short-term parking is allowed to support nearby businesses or facilities. These areas shall be clearly marked with appropriate signs or pavement markings indicating the time restriction. Parking beyond the posted time limit shall be to *Section 10-8 – Violations, penalties and remedies* of the Code of Ordinance.

Adopted this 11th day of August 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION - (A-2025-09) 5090 Patterson Road **APPROVED****

Recommended Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, August 25, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Tyler Corriher (CWM Holdings, LLC), has submitted an application for voluntary annexation of an approximately 0.002 +/- acre portion of a larger parcel of contiguous property located at 5090 Patterson Road. The majority of the parcel is currently located within the City of Kannapolis and is zoned Residential 4 (R4) Zoning District.

The property is further identified as Cabarrus County Parcel Identification Number 56334501980000.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex under 160A-31 et seq., and to Certify the Sufficiency of the Petition to Annex for a portion of property located at 5090 Patterson Road (Recommended); and**
2. **Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, August 25, 2025 for a portion of property located at 5090 Patterson Road (Recommended).**
3. Table actions to a future meeting.
4. Take no action.

Attachments

1. 5090 Patterson Rd Petition
2. Vicinity A-2025-09
3. Vicinity Color A-2025-09
4. 2025-60 Resolution Directing the Clerk to investigate an intent to annex A-2025-09 5090 Patterson Rd

5. CERTIFICATE OF SUFFICIENCY A-2025-09
6. 2025-61 Resolution of Intent to Annex and to set a public hearing A-2025-09 5090 Patterson Rd
7. Black and White A-2025-09

KANNAPOLIS

Petition for Contiguous Annexation

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

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 5090 Patterson Rd Kannapolis NC 28083
Applicant: Tyler Corriher/CWM Holdings LLC
Address: 1250 Corriher gravel rd City: China Grove State: NC Zip: 28023
Contact number: 704-224-7898 Email: Tyler.corriher@yahoo.com

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

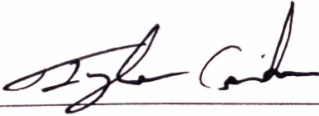
Annexation involves two (2) separate City Council meetings:

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

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

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

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

Applicant's Signature:  Date: 7/21/25

KANNAPOLIS

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A CONTIGUOUS ANNEXATION

Approval authority -- City of Kannapolis City Council

DATE: 7/21/25

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 5090 Patterson rd, further identified as Cabana, County Parcel Identification Number 66334501980000, is contiguous to the primary limits of the City of Kannapolis, is approximately .01 acres, and the boundaries of such territory are as follows:

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

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

<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1. <u>Tyler Corriher</u>	<u>1250 Corriher gravel rd</u> <u>Chimney Grove NC, 28023</u>	_____
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.



Ireton Pl



Patterson Rd

Sides Rd

Camp Julia Rd

Ridge Rd

Ian Patrick Ave

Hawfield St

Safrit Ave

Samuel Richard St



Vicinity Map

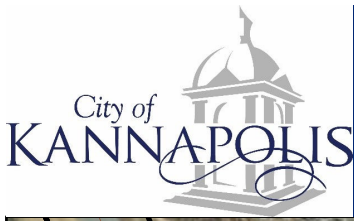
A-2025-09
5090 Patterson Rd
Tyler Corriher/CWM Holdings LLC
Part of 56334501980000



0 130 260 390
US Feet

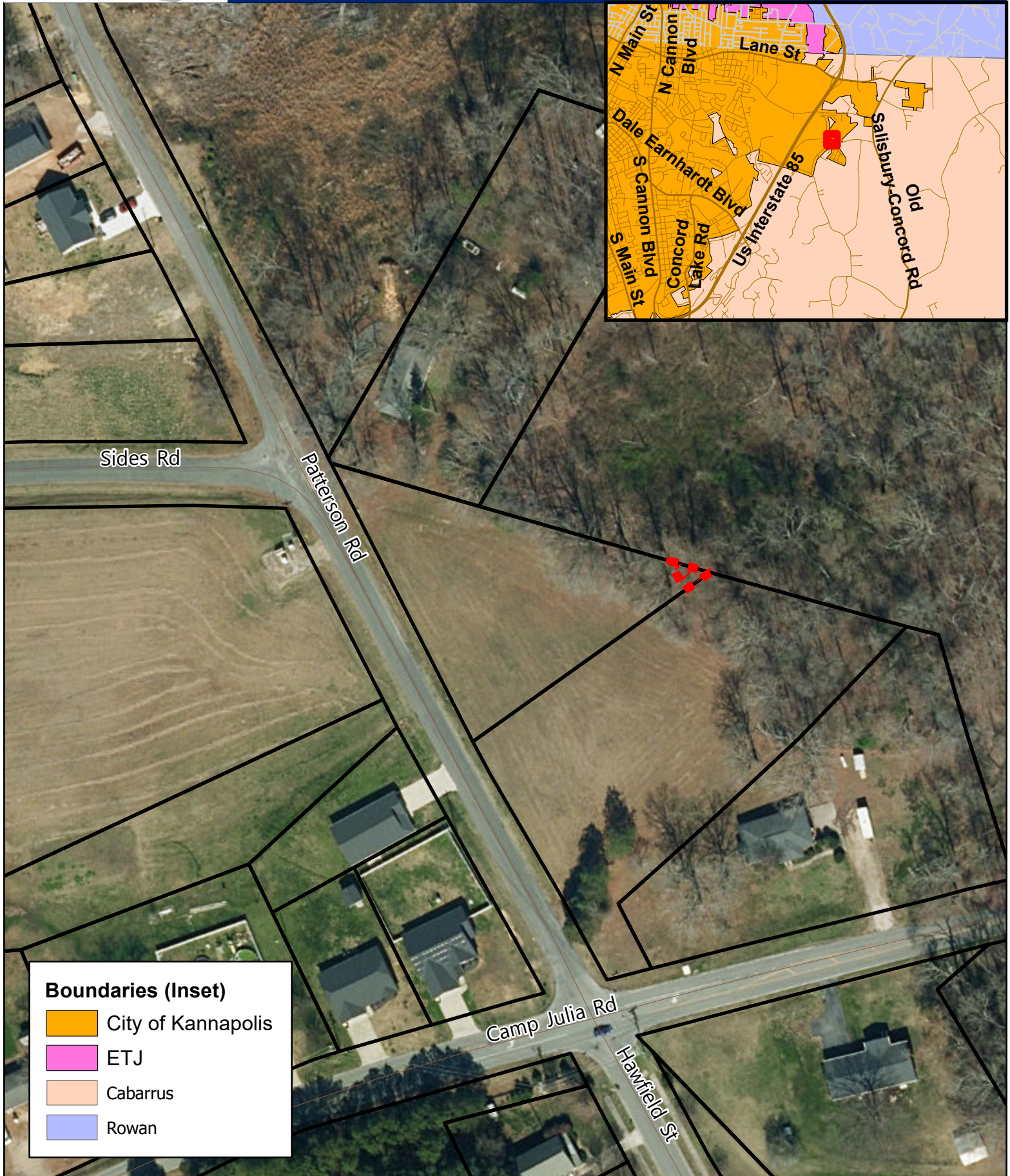
- Streets
- Parcels
- Voluntary Annexation
- City of Kannapolis

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



Vicinity Map

A-2025-09
5090 Patterson Rd
Tyler Corriher/CWM Holdings LLC
Part of 56334501980000



Boundaries (Inset)

-  City of Kannapolis
-  ETJ
-  Cabarrus
-  Rowan

**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX**

A-2025-09 – 5090 Patterson Road

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

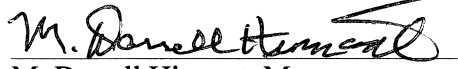
WHEREAS, N.C.G.S Chapter 160A-31 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

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

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

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

ADOPTED this the 11th day of August 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

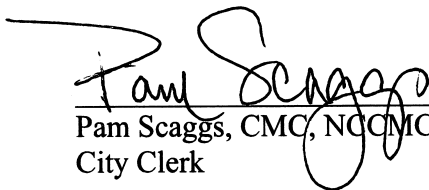
CERTIFICATE OF SUFFICIENCY
A-2025-09

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 11th day of August 2025.




Pam Scaggs, CMC, NCCMC
City Clerk

**RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION**

A-2025-09 – 5090 Patterson Road

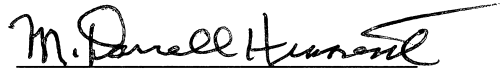
WHEREAS, pursuant to N.C.G.S Chapter 160A-31 *et seq.*, City Council may initiate annexation of real property contiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

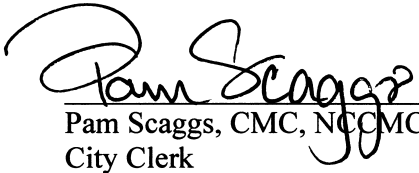
- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 25th day of August 2025.
- Section 2. The area proposed for annexation is described as follows:

See attached Metes and Bounds Description and Annexation Survey.
- Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, August 14th and Thursday, August 21, 2025

ADOPTED this the 11th day of August 2025.

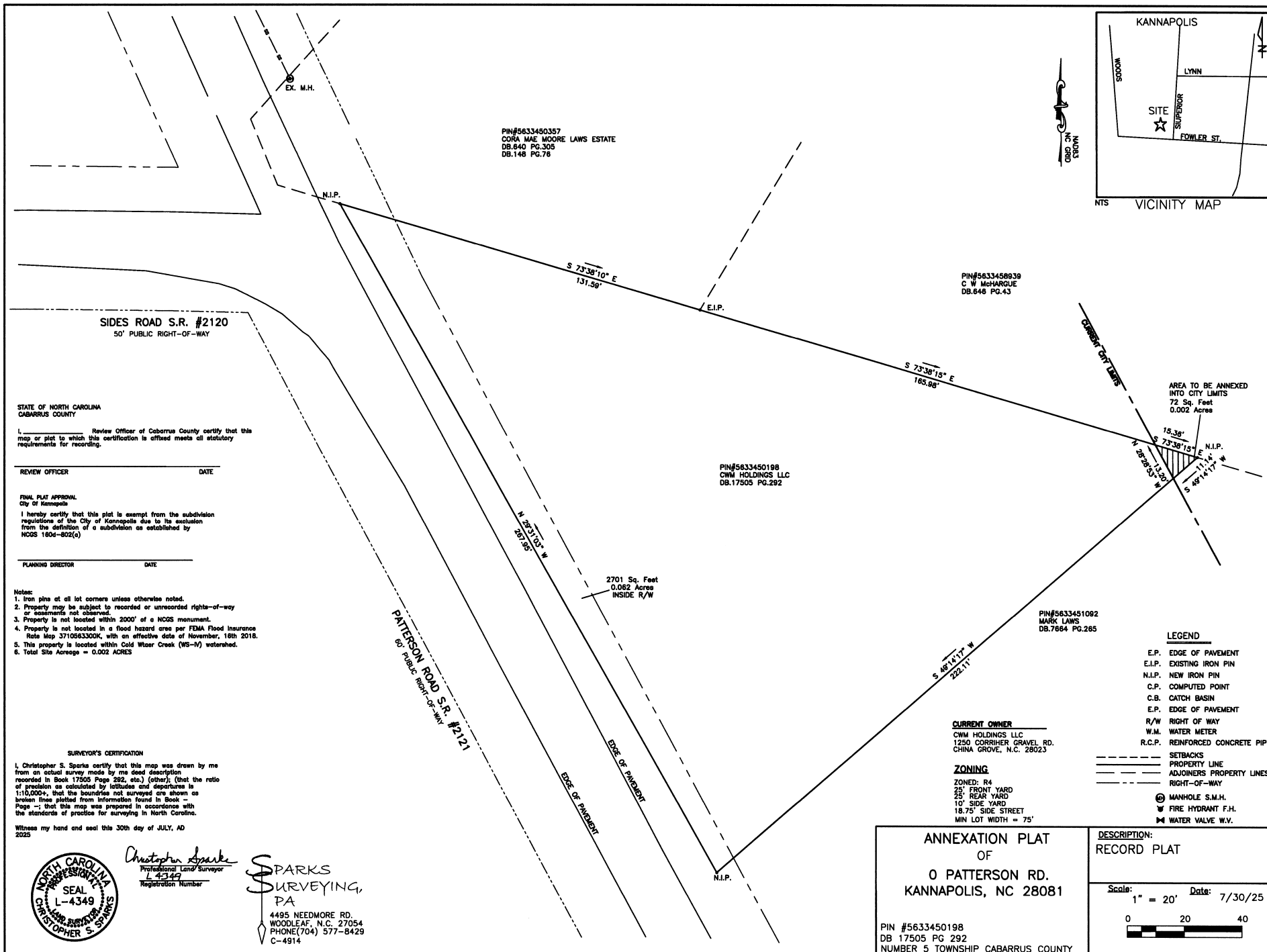

M. Darrell Hinnant, Mayor
City of Kannapolis

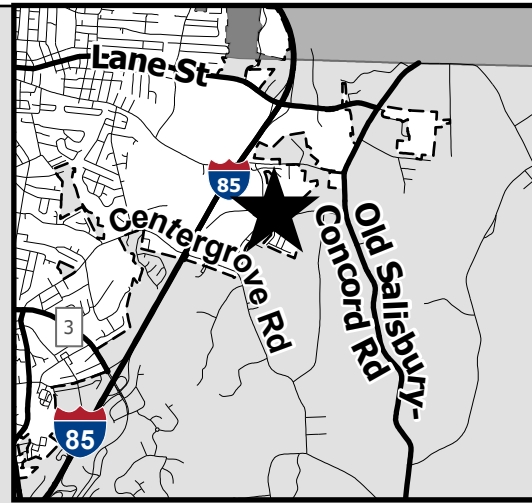
ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

Area to be Annexed
Being a portion of Pin#5633450198
CMW Holdings LLC property (Db.17505 Pg.292)

Beginning at a point on the northern line of the CWM Holdings LLC property; being located S 73°38'15" E a distance of 165.98' from an existing iron pin , the southwesterly most corner of the C W McHargue property (Db.646 Pg.43) thence S73°38'15" E a distance of 15.36' to a point ; thence S 49°14'17" W a distance of 11.14' to a point ; thence N 28°28'53" W a distance of 13.20' to a point ;which is the point of beginning,having an area of 71.9 square feet, 0.002 acres





Sides Rd

Patterson Rd

Camp Julia Rd

Hawfield St



Vicinity Map

A-2025-09
5090 Patterson Rd
Tyler Corriher/CWM Holdings LLC
Part of 56334501980000



0 40 80

US Feet

Streets

Parcels



Voluntary Annexation

City of Kannapolis

Inset Map

Cabarrus

Rowan

Boundaries (Inset)

City of Kannapolis

ETJ



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION - (A-2025-10) 5078 Bahama Drive APPROVED**

Recommended Action Requested by City Council

1. Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, August 25, 2025.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Tyler Corriher (CWM Holdings, LLC), has submitted an application for voluntary annexation of an approximately 0.002 +/- acre portion of a larger parcel of contiguous property located at 5090 Patterson Road. The majority of the parcel is currently located within the City of Kannapolis and is zoned Residential 4 (R4) Zoning District.

The property is further identified as Cabarrus County Parcel Identification Number 56334501980000.

Fiscal Implications

None

Alternate Courses of Action

1. **Motion to adopt a Resolution Directing the Clerk to Investigate an Intent to Annex under 160A-31 et seq., and to Certify the Sufficiency of the Petition to Annex for a portion of property located at 5090 Patterson Road (Recommended); and**
2. **Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for Monday, August 25, 2025 for a portion of property located at 5090 Patterson Road (Recommended).**
3. Table actions to a future meeting.
4. Take no action.

Attachments

1. Updated Annexation
2. Vicinity A-2025-10
3. Vicinity Color A-2025-10
4. 2025-62 Resolution Directing the Clerk to investigate an intent to annex A-2025-10 5078 Bahama Dr

5. CERTIFICATE OF SUFFICIENCY A-2025-10
6. 2025-63 Resolution of Intent to Annex and to set a public hearing A-2025-10 5078 Bahama Dr
7. Black and White A-2025-10



Petition for Non-Contiguous Annexation

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

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 5078 Bahama Dr, Kannapolis, NC, 28081

Applicant: Robert Jenkins/ Jenkins Investments and Finance, LLC

Address: 8400 Country Oaks Rd City: Charlotte State: NC Zip: 28227

Contact number: 704-778-0653 Email: Jenkins.investments.finance@gmail.com

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

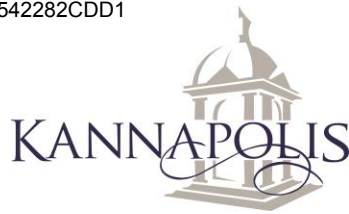
First meeting: The City Clerk will certify the sufficiency of the annexation and City Council will set a date for the public meeting.

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

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

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

Applicant's Signature: Robert Jenkins Date: 08/06/2025



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: 8/6/2025

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

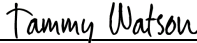
1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 5078 Bahama Dr, Kannapolis, NC, further identified as Cabarrus County Parcel Identification Number 56044194530000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 0.91 acres, and the boundaries of such territory are as follows:

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

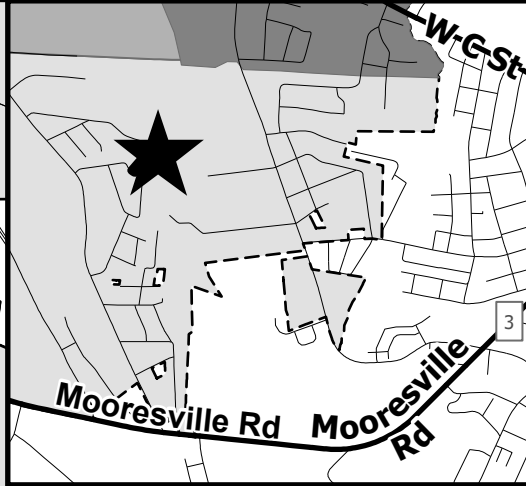
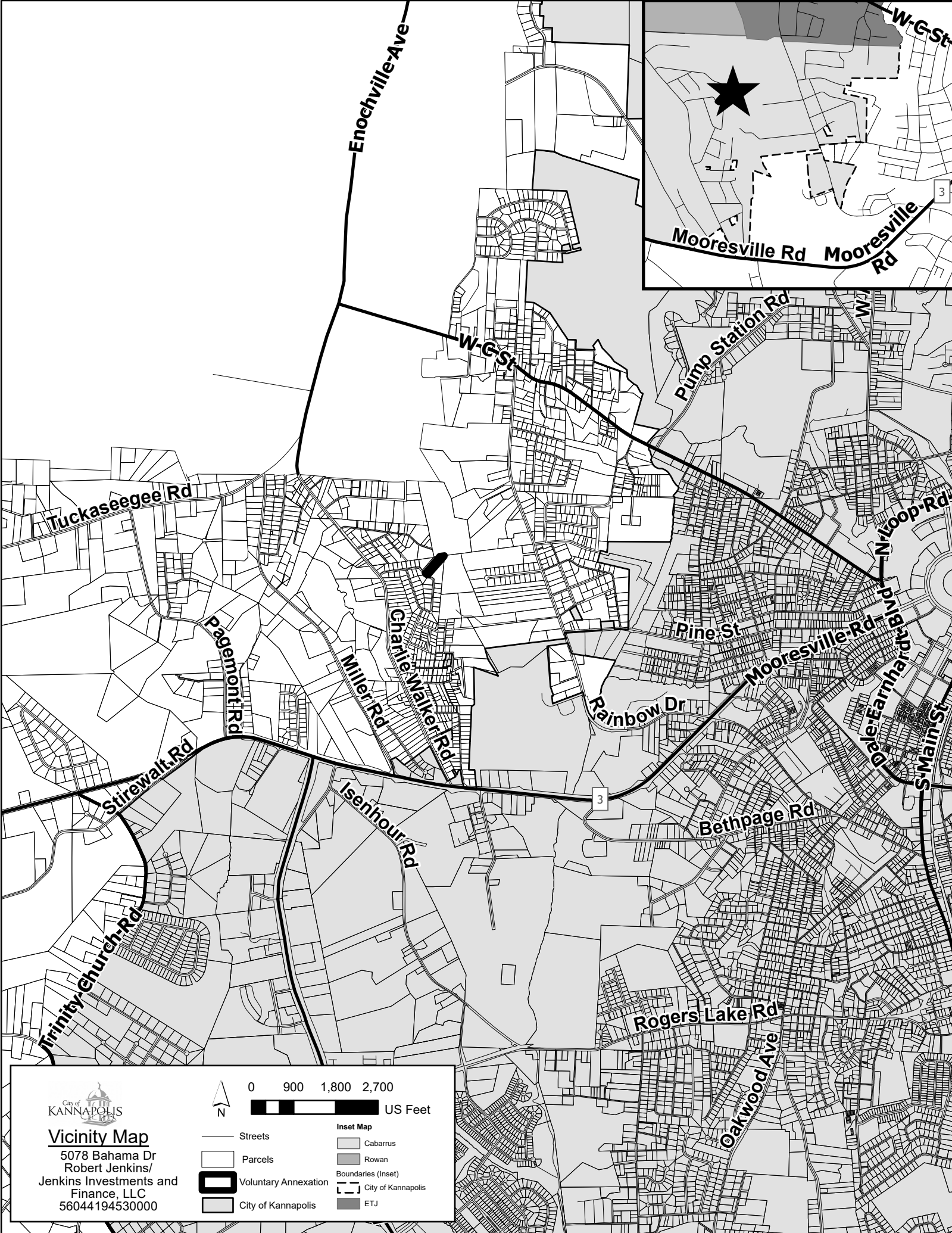
3. This petition is signed by all property owners of the area to be annexed.
4. ☒ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☒ sewer ☒; and, subsequently agree that the City shall not provide water and 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. Tammy Watson	5078 Bahama DrKannapolis, NC 28081	Signed by:  BA545CD57AD040C...
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.*





Vicinity Map
5078 Bahama Dr
Robert Jenkins/
Jenkins Investments and
Finance, LLC
56044194530000



0 900 1,800 2,700
US Feet

Streets

Parcels

Voluntary Annexation

City of Kannapolis

Inset Map

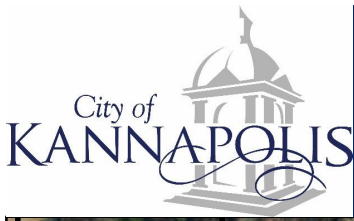
Cabarrus

Rowan

Boundaries (Inset)

City of Kannapolis

ETJ



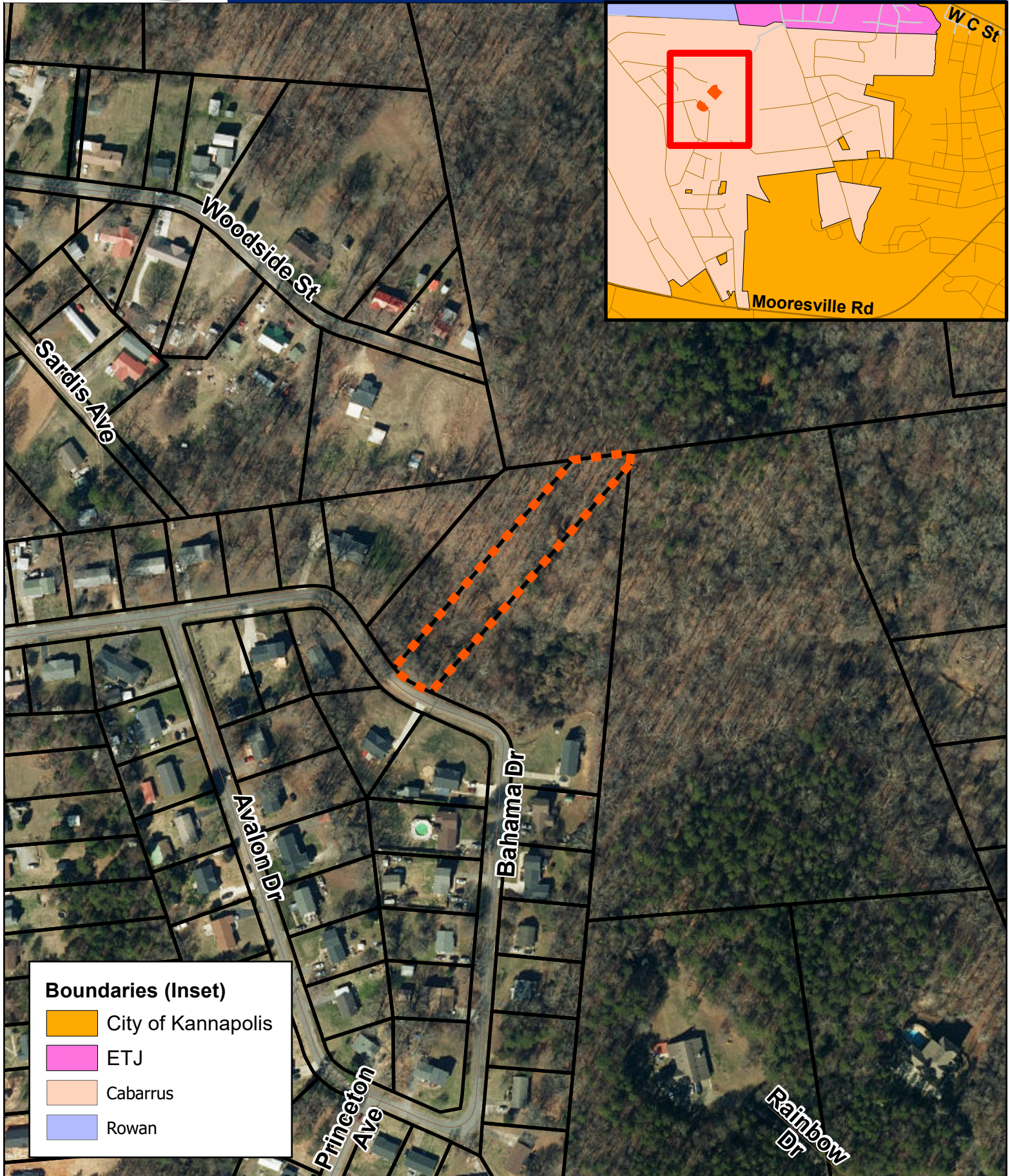
Vicinity Map

5078 Bahama Dr

Robert Jenkins/ Jenkins Investments and Finance, LLC

56044194530000

N



**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX**

A-2025-10 – 5078 Bahama Drive

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

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

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

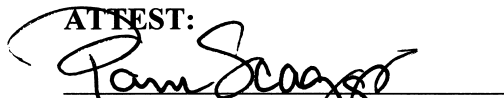
NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Kannapolis, North Carolina that:

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

ADOPTED this the 11th day of August 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCOMC
City Clerk

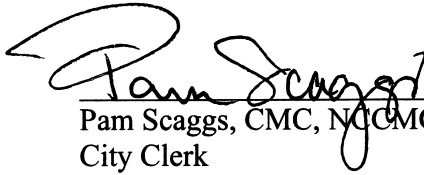
CERTIFICATE OF SUFFICIENCY
A-2025-10

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 11th day of August 2025.




Pam Scaggs, CMC, NCCMC
City Clerk

**RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION**

A-2025-10 – 5078 Bahama Drive

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

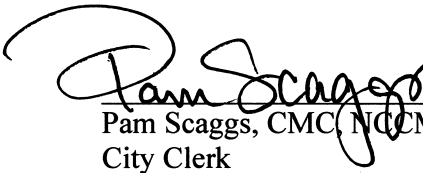
NOW, THEREFORE, BE IT RESOLVED by the City Council of Kannapolis, North Carolina that:

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 25th day of August 2025.
- Section 2. The area proposed for annexation is described as follows:
- See attached Metes and Bounds Description and Annexation Survey.
- Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, August 14th and Thursday, August 21, 2025

ADOPTED this the 11th day of August 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

Beginning at a 1/2" rebar;

thence N 40°22'13" E a distance of 477.32' to a capped rebar;

thence N 82°26'44" E a distance of 97.00' to a 3/4" rod;

thence S 04°32'39" W a distance of 23.11' to a 5/8" rebar;

thence S 40°22'37" W a distance of 515.00' to a capped rebar;

thence N 60°52'01" W a distance of 80.00' to a 1/2" rebar;

which is the point of beginning,

I, JACOB W. HELTON, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 16367 PAGE 48); 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. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30TH DAY OF JULY, 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;
___ 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 A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINING IN A THROUGH D ABOVE

JACOB HELTON, PLS # L-5105

ZONING: LDR

SETBACKS (S.B):
ROAD YARD: 30'
SIDE YARD: 10'
REAR YARD: 30'

MIN. LOT SIZE: 5.0 ACRES
MIN. LOT WIDTH: 75'

FIRM PANEL 5604
MAP NUMBER 3710560400L
EFFECTIVE DATE 11/16/2018
PROPERTY LIES IN ZONE X

LINE	BEARING	DISTANCE
L25	S 04°32'39" W	23.11
L26	S 82°26'44" W	81.42

BLANDENE ROBINSON
THEARTHUR ROBINSON
DEED 484-734

SEPTIC BORE HOLE

SEPTIC BORE HOLE

SEPTIC BORE HOLE

SEPTIC BORE HOLE

EDWIN RODRIGUEZ
DEED 13564-55

SEPTIC LINES (TYP.)

LOT 13
0.919 TOTAL ACRES
DEED 16367-48

Beginning at a 1/2" rebar;
thence N 40°22'13" E a distance of 477.32' to a capped rebar;
thence N 82°26'44" E a distance of 97.00' to a 3/4" rod;
thence S 04°32'39" W a distance of 23.11' to a 5/8" rebar;
thence S 40°22'37" W a distance of 515.00' to a capped rebar; said rebar having grid coordinates:
N: 641304.72 E: 1504897.05;
thence N 60°52'01" W a distance of 80.00' to a 1/2" rebar;
which is the point of beginning.

GRID N: 641304.72'
GRID E: 1504897.05'
5/8" REBAR

LEGEND

- RCP REINFORCED CONCRETE PIPE
HDPE HIGH DENSITY POLYETHYLENE
CMP CORRUGATED METAL PIPE
DB PG DEED BOOK & PAGE
MB PG MAP/PLAT BOOK & PAGE
R/W RIGHT OF WAY
AC ACRES
C/L CENTERLINE
OB OUTBUILDING
(T) TOTAL
AXLE
SURVEY SPIKE SET
CONCRETE MONUMENT
MAGNETIC/PPK NAIL
IRON PIPE
COMPUTED POINT
UNMARKED CORNER IN TREE
REBAR FOUND (UNLESS NOTED OTHERWISE)
GEODETIC MONUMENT
REBAR SET
STONE
UTILITY POLE
HYAC
WATER WELL
WATER VALVE

- BOUNDARY LINE (AS SURVEYED)
TIE LINE (NO SCALE)
RIDGE
FENCE
EDGE OF GRAVEL
CURB & GUTTER
BOUNDARY LINE (BY REFERENCE)
RIGHT-OF-WAY LINE
EASEMENT LINE
TIE LINE
OVERHEAD POWER LINE
BRANCH / CREEK
FENCE

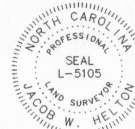
SURVEY NOTES:

- 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.
- 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.
- THE CLIENT ACKNOWLEDGES THAT THIS PROPERTY MAY BE SUBJECT TO THE DEVELOPMENT RESTRICTIONS AS DESCRIBED IN THE CURRENT DEVELOPMENT ORDINANCES.

CABARRUS COUNTY, NORTH CAROLINA
I, _____, A
NOTARY PUBLIC OF THE COUNTY AND STATE
AFORESAID CERTIFY
THAT
PERSONALLY CAME BEFORE ME THIS DAY
AND ACKNOWLEDGED THE EXECUTION OF
THE FOREGOING INSTRUMENT. WITNESS MY
HAND AND OFFICIAL STAMP OR SEAL THIS
____ day of _____, of _____.

Watershed Notation
The parcels of land as shown on this plat are NOT
located in a protected watershed

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



A
Annexation Survey
for

Robert Jenkins

TOWNSHIP 4
CABARRUS COUNTY, NC
JULY 30, 2025

PROPERTY INFORMATION:

PIN 56044194530000
5078 BAHAMA DR
KANNAPOLIS, NC

OWNER INFORMATION:

TAMMY M WATSON
22511 JAVELINA ST
SPLENDORA, TX

PLAT NOTES:

- PLAT NORTH IS BASED ON NAD83(2011)
- AREA COMPUTED USING COORDINATE METHOD
- ALL DISTANCES ARE GROUND HORIZONTAL UNLESS OTHERWISE NOTED
- ANY TRAVERSE ADJUSTMENTS WERE PERFORMED USING THE COMPASS RULE
- PROPERTY MAY BE SUBJECT TO BURDENS OR BENEFITS NOT SHOWN

HELTON
SURVEYING & MAPPING PLLC
(704) 834-9354

FIRM #P-2095
JACOB W. HELTON, PLS, CFS
JACOBH@HELTON.BIZ
203B ISLAND FORD RD
MAIDEN, NC 28650

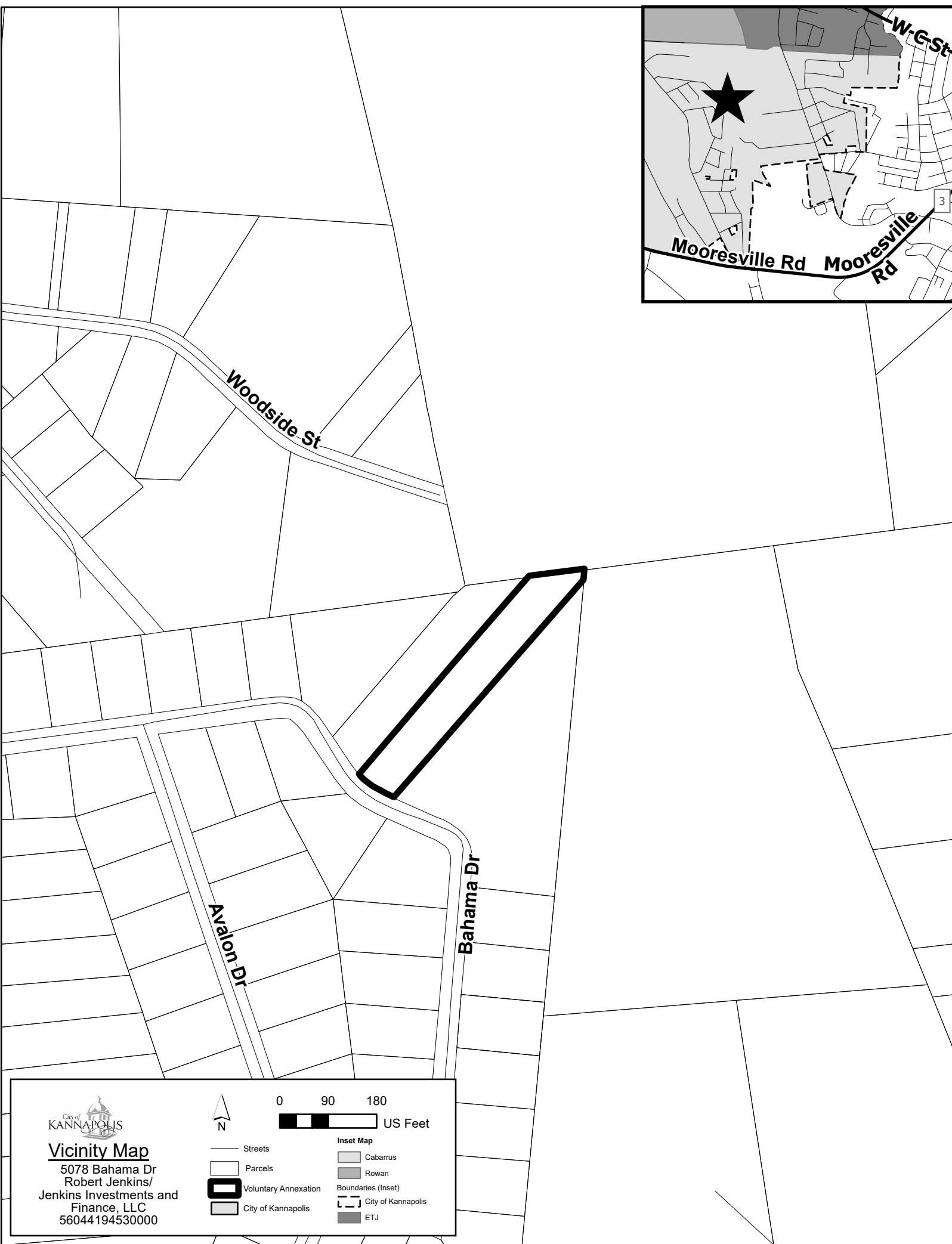
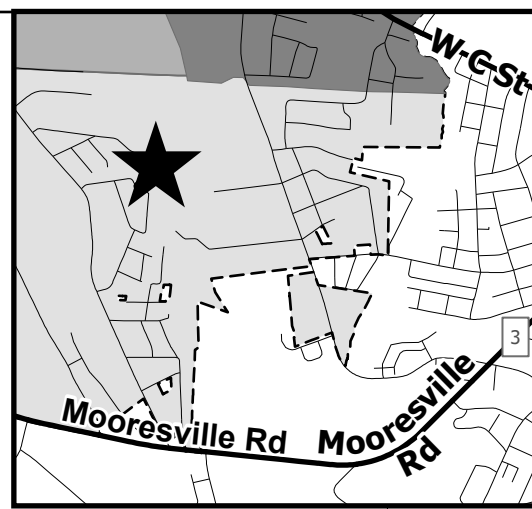
DEED AND PLAT REFERENCES:
DB: 16367 PG: 48

0 40 80
SCALE: 1" = 40'

SURVEY: MMD/LC 7/28/25 DRAWN: KDO 7/30/25 JOB: W28175

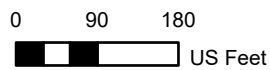
VICINITY SKETCH: NO SCALE





Vicinity Map

5078 Bahama Dr
Robert Jenkins/
Jenkins Investments and
Finance, LLC
56044194530000



- Streets
- Parcels
- Voluntary Annexation
- City of Kannapolis

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



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **ORDINANCE** - Budget Amendment for one-time Downtown Improvements
APPROVED

Recommended Action Requested by City Council

Motion to approve Budget Amendment #26-02 funding certain one-time Downtown improvement projects.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Based on discussions with Downtown Kannapolis Inc (DKI) and several individual downtown businesses, there are three one-time expenditures needed to enhance the downtown environment:

1. **Five New Tables with Shade Structures.** \$55,000. It has been concluded that the northern part of Block 3 (Sabor and the Bank Food Hall) is in need of new tables and chairs with umbrellas to facilitate the congregation of people taking food outside into the West Avenue corridor to eat. This funding would result in three 5-seat and two 4-seat tables, all with permanently attached seats and metal umbrellas. The quality of the tables would be similar to the smaller metal tables and chairs throughout downtown, which have held up well even with heavy use over the past 5 years. These tables would be for general public use and not exclusive use for any single business. The design of these tables can be viewed here: <https://www.landscapeforms.com/products/shade-umbrella>.
2. **Decorative Banners.** \$12,000. This would add 3 different sets of banners (Spring, Fall, Winter) to the downtown light poles along West Avenue, Oak Avenue and South Main Street. As contemplated, the banners would be identical to the banners used on Laureate and North Main Street although more discussion is underway with DKI about the final design. This funding would facilitate the purchase of 27 banners and necessary hanging hardware.
3. **Downtown Website Design.** \$8,000. This would be a new website specifically designed to promote and support the collective downtown effort.

In addition to these items, some consideration was given to establishing a building lighting enhancement similar to (but on a much smaller scale) the Country Club Plaza Lights in Kansas City as described here: <https://www.visitkc.com/articles/kansas-city-plaza-lights>. Unfortunately, the cost for this kind of investment was determined to be quite expensive, so this initiative is being put on hold at this time.

Fiscal Implications

A fund balance appropriation is necessary to facilitate these downtown enhancements. These expenditures were anticipated and described in the FY 26 Budget presentation.

Alternate Courses of Action

1. **Motion to approve Budget Amendment #26-02 funding certain one-time Downtown improvement projects.**
2. Table action to a future meeting.
3. Take no action.

Attachments

1. 2025-54 BA 26-02 Budget Amendment for Downtown one time costs

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026
Amendment # 26-02**

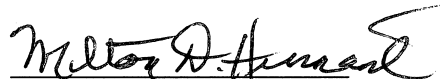
BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 11th day of August that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, is hereby adopted:

Description: This budget amendment appropriates funding for one-time costs for Downtown Kannapolis in the amount of \$75,000. This will help fund five new tables with shade structures, decorative banners along West Avenue, Oak Avenue and South Main Street and a website design.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	\$75,000
Expenditure:	Increase: Parks: Capital Improvements- Downtown Expenditure: 15010-59400-Downtown	\$55,000
Expenditure:	Increase: Communications : Marketing/Branding-Downtown Expenditure: 11120-43425-Downtown	\$12,000
Expenditure:	Increase: Communications: Marketing/Branding-Downtown Expenditure: 11120-43425-Downtown	\$8,000

This ordinance is approved and adopted on this 11th day of August 2025.


Milton D. Hinnant, Mayor

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis

Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Sherry Gordon, Community Development Program Administrator
Subject: **AMENDMENT - HOME Annual Action Plan and Budget APPROVED**

Recommended Action Requested by City Council

Motion to amend HOME Annual Action Plan and Budget to include funds for rental rehabilitation.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

LEDG Capital is planning to purchase and renovate the Westgreen Apartments at 620 Atlantic Ct in Kannapolis. Westgreen is a 100-unit affordable housing community originally built in 1973 and in need of updating. Units are restricted to households earning no more than 60% of Area Median Income. LEDG Capital plans to acquire the property through a bridge loan by the end of 2025, secure Low Income Housing Tax Credits for the project by early 2026, and start rehabilitation in 2026. The total project cost (acquisition and construction) is \$32 million, with the renovation scope being about \$69,000 per unit. LEDG Capital recently completed the renovation of the Cabarrus Arms Apartments in Kannapolis using similar financing methods, now renamed to Kimberly Ridge.

LEDG Capital has requested financial assistance from the City of Kannapolis. Staff is recommending that the City offer a low interest loan of \$25,000 in HOME funds for this project, which will preserve affordable housing units over the next 20 years. To facilitate this agreement, the City will need to amend its Annual Action Plan to reflect these changes, provide the developer with a letter of intent for the funding, and then execute the loan documents at a later date.

Fiscal Implications

Staff recommends allocating \$25,000 from what was previously approved for homeowner rehabilitation to the rental rehabilitation use.

FY2025-26 HOME Funds

Homeowner Rehab:	\$145,747.82
Rental Rehab:	\$25,000.00
New Construction:	\$20,000.00
General Admin:	\$11,444.87
TOTAL:	\$202,192.69

Alternate Courses of Action

- 1. Approve amendment of HOME Annual Action Plan and Budget (Recommended)**
2. Table to a future meeting.
3. Take no action.

Attachments

1. Westgreen Apartment Project - 6.18.25 -Final



Proposal for Strategic Support from the City of Kannapolis

For Preservation of Westgreen Apartments



Dedicated to the preservation and creation of affordable and workforce housing. Striving to make a positive social and environmental impact on each community we serve.

PROJECT OVERVIEW

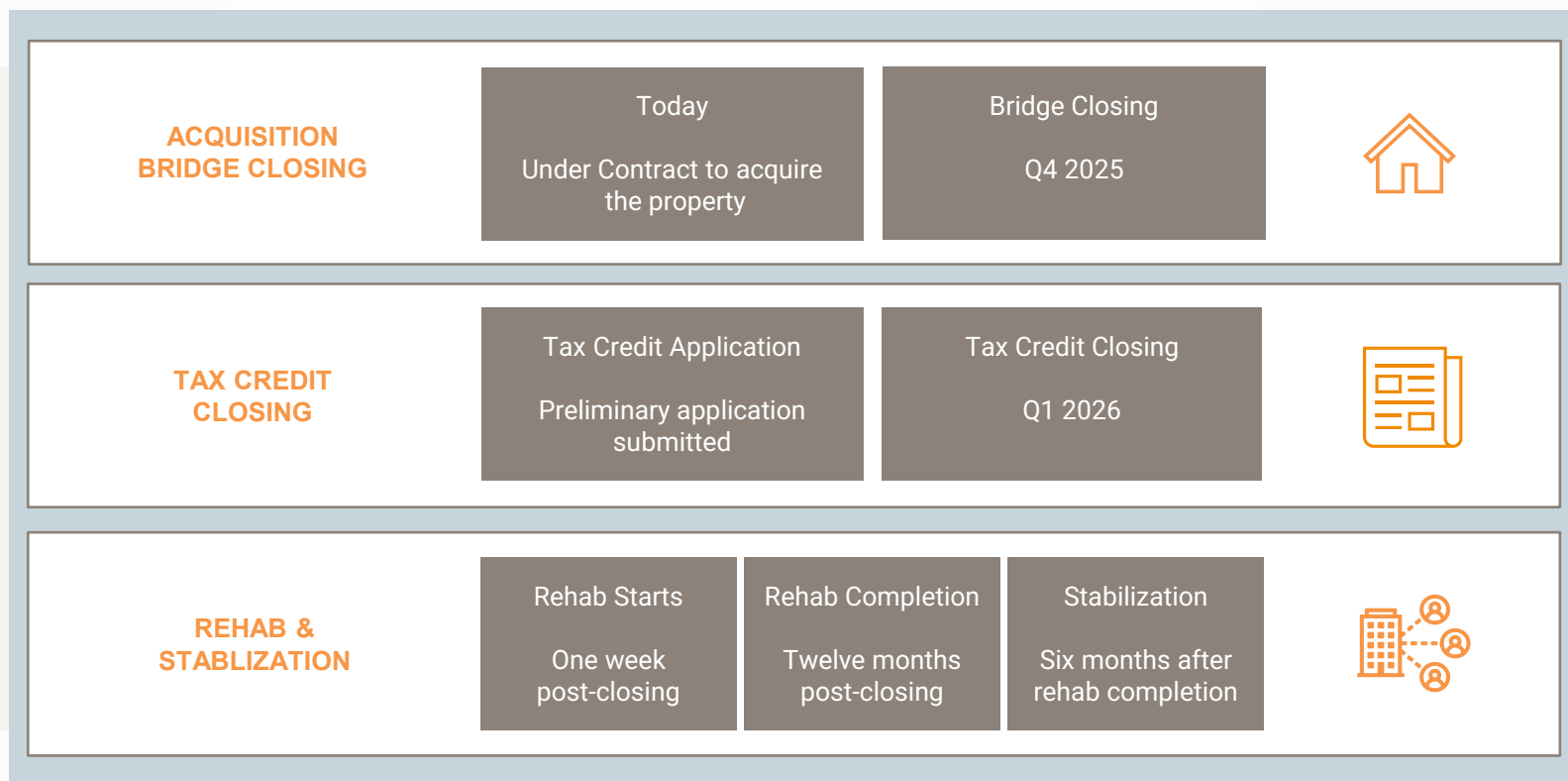
Westgreen Apartments, located at 620 Atlantic Ct in Kannapolis, NC, is a 100-unit affordable housing community originally built in 1973. The property includes fifteen two-story residential buildings, a leasing office with laundry facilities, and a maintenance shop. All units are supported by a project-based Housing Assistance Payments (HAP) contract, offering essential rental support to low-income families. With a mix of one- to four-bedroom units, Westgreen serves a critical need for larger households in the region, offering an essential housing resource for the community.

LEDG Capital, LLC is committed to preserving Westgreen Apartments through a two-stage plan. The first stage involves acquiring the property through a bridge loan, followed by a second phase focused on long-term preservation and substantial rehabilitation. While LEDG has developed a comprehensive plan to maintain affordability and improve living conditions, the scale of the necessary renovations is significant. Local support will be crucial in the second stage to ensure the success of this effort and to secure the future of this vital housing resource.



PROJECT TIMELINE

Our two-stage plan allows for acquisition now and the time necessary to execute the tax credit closing.



PROJECT REQUEST

For the long-term preservation stage of the project – the second stage, we intent to secure a new 20-year HAP contract while concurrently applying for a 4% Low-Income Housing Tax Credit (LIHTC) allocation with NCHFA. This approach will restrict all units to residents earning at or below 60% of Area Median Income (AMI) and facilitate substantial renovation of the Project. On a per unit basis, the renovation scope is approximately \$69,000 which will enable us to modernize the apartment units, make necessary building system improvements and prolong the useful life of the property for at least 20 years.

In this stage, we are seeking \$750,000 in soft debt from the City of Kannapolis. These funds are needed to provide gap financing to supplement 4% federal LIHTC equity and tax-exempt bond financing. Due to the recent decline in tax credit equity pricing and the impact of prevailing interest rates, it has become increasingly challenging to achieve the scope of work required to preserve the property for the next 15 to 20 years. To ensure the project will stay on target for our closing timeline, we are hoping to obtain a letter of intent from the City of Kannapolis for this commitment as soon as possible.

Sources	Total	Rehab Uses	Per Unit	Total
Permanent Financing	\$19,887,800	Acquisition Cost	\$161,000	\$16,100,000
Tax Credit Equity	\$9,939,000	Construction Contract	\$69,600	\$6,960,000
City of Kannapolis Funding	\$750,000	Construction Contingency	\$6,960	\$696,000
Deferred Developer Fee	\$1,203,478	Soft Costs	\$7,061	\$706,125
		Financing Costs	\$17,865	\$1,786,456
		Syndication Costs	\$650	\$65,000
		Capitalized Interest	\$25,554	\$2,555,373
		Reserves	\$12,013	\$1,201,324
		Developer Fee	\$17,100	\$1,710,000
Total Sources	\$31,780,278	Total Uses	\$317,803	\$31,780,278

PROJECT SCOPE

The scope of work will take into consideration all requirements as determined by the Property Needs Assessment along with upgrades to ensure energy efficiency and resident comfort. Exterior work will include necessary repairs to roofs, brick siding, gutters/downspouts, parking surfaces, and the construction of a new community space. Possible upgrades include the replacement of playground equipment, new bike racks, and enhanced security features.

Inside the units, residents will benefit from new kitchens (including cabinets, countertops, appliances, and fixtures), new bathrooms (including water saving fixtures, sinks, vanities, flooring, and re-glazed tubs/showers), new lighting fixtures, and new heating/cooling systems. Additionally, apartment units will be modified to fully comply with state ADA/UFAS standards regarding accessibility for the mobility impaired. While the final cost per unit is still under evaluation, preliminary assessments indicate that it will likely exceed \$69,000 per unit.

Photos are indicative of projects completed by LEDG Capital.



RELOCATION PLAN

During the renovation of Westgreen Apartments, we will implement an occupied renovation model, ensuring that no residents are permanently displaced. While there may be temporary inconveniences during daytime construction, residents will be able to return to and sleep in their own units each night. This model prioritizes the well-being and comfort of tenants while allowing critical improvements to be completed efficiently and respectfully.



- The project will have a dedicated Relocation Coordinator who works closely with residents, management and the construction team.
- Standard units will be under construction for business 5-7 days.
- Residents vacate during working hours (8am to 5pm) but return to a fully functional unit every day.
- A community area with TV, internet, seating areas, snacks and refreshments will be made available.
- All reasonable relocation costs will be reimbursed to the residents.
- Residents occupying units that are being converted to be UFAS/ADA compliant will be offered relocation to a vacant fully-renovated apartment of the same style on the property and receive moving and utility reconnection assistance; if a fully renovated apartment is not available, the resident will be placed in a hotel while their unit is being renovated.

SUPPORTIVE SERVICES PLAN

Currently, there are no supportive services provided at the property. However, at LEDG Capital, we believe it is essential to offer services that better meet the evolving needs of our community. Following the rehabilitation, we are committed to providing tenant supportive services through All Things Are Possible After School & Family Resource Centers (ATAP). ATAP's mission is to empower residents by helping them confidently strive for happier, healthier lives through tailored support programs.

Services are aimed at improving:

- Economic stability
- Housing stability
- Physical and mental health
- Overall quality of life
- Community connectedness

- Academic enhancement activities aimed at improving academic performance
- Educational family enrichment services
- On-site recreational activities

- Health and wellness enrichment services
- Character development and leadership development programs

PROJECT DEVELOPMENT AND PARTICIPANTS

LEDG is a full-service investment and development firm specializing in the long-term preservation of affordable and workforce housing. Our team of professionals focus their careers on understanding the complexities and meeting the challenges of our nation's affordable housing crisis. As a result, LEDG Capital excels at the acquisition, physical renovation and long-term preservation of affordable housing. LEDG's current portfolio of 55 assets has preserved over 7,800 affordable housing units across the nation.

LEDG Capital has built a strong foundation through development of relationships with best-in-class industry partners. These relationships have enabled LEDG Capital to not only execute real estate transactions with creativity, precision and certainty but also ensure that: (i) tenant occupied rehabilitations are executed seamlessly; (ii) property operations achieve targeted results; and (iii) compliance and reporting processes exceed the requirements of our partners and regulators.

INVESTMENT TEAM	
General Partner	River City Affordable Housing – a 501(c)3 organization
Class B Limited Partner	LEDG Capital, LLC
Developer	LEDG Capital, LLC
Management Company	Winn Residential
HUD Counsel	Nixon Peabody, LLP
Borrower Counsel	Nelson Mullins
Tax Credit Allocation Agency	NCHFA
Private Activity Bonds Issuer	NCHFA
Architect	Benton Design Group
General Contractor	Langerman Construction North Carolina LLC

LEDG Rehabilitation Photos

Kimberly Ridge | 76 units
Kannapolis, NC

\$5m rehab
\$66k/unit

Exterior



Community Room /
Common Area



Interior



LEDG Rehabilitation Photos

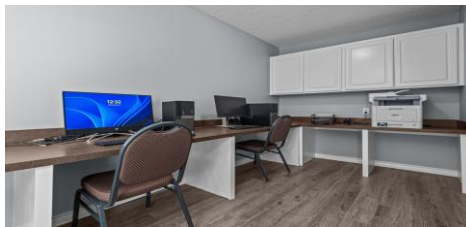
Southstead | 244 units
Lubbock, TX

\$10.6m rehab
\$43k/unit

Exterior



Community Room /
Common Area



Interior



LEDG Rehabilitation Photos

Wurzbach Manor | 161 units
San Antonio, TX

\$7.9m rehab
\$49k/unit

Exterior



Community Room /
Common Area



Interior





Thank You





Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council

From: Alex Anderson, Director of Water Resources, Elizabeth Hassenfritz, Director of Engineering

Subject: **REPORT** - Monthly Wastewater Allocations Report **RECEIVED**

Recommended Action Requested by City Council

Motion to receive the report.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Attached is an update of development projects and current wastewater capacity. This update captures all known and allocated projects through our 2027 projected allocation and captures wastewater allocation for all approved development agreements.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to receive the report (Recommended).**
2. Take no action.

Attachments

1. 2025 08 Update

**City of Kannapolis
Monthly Wastewater Allocations Update
August 2025**

Summary of Available WSACC Sewer Allocation for Kannapolis: 950,514

Total Restricted and Previously Committed Reserves: 926,942

WSACC Distributions this month: Distribution #13 has been released

Pending Projects Approved by Policy: None

Remaining Non-Restricted Reserves: 965,627

Summary Remaining for post-2027 Sewer Allocation: 63,000 (approximately)

Pending Projects under Review:

- Irvin Farms has been determined to not be eligible for community enhancement allocation as there is currently no available capacity designated in that category. This project may request to be added to the waitlist.
 - A commercial project at Odell School Road and HWY 73 submitted for wastewater allocation during the last non-residential in-fill call for projects. Staff has previously completed the preliminary review and deemed this project to be within the requirements of the policy. Staff will begin to create the development agreement with the developer for future council consideration. This project will likely be built in two phases with an initial allocation of 5,000 GPD and second phase of 5,000 to 10,000 GPD.
-

Update Summary:

1. Staff is evaluating WSACC Distribution #13, projected as 62,626 GPD. The September 2025 will reflect this increase in capacity to the appropriate line item.
2. Staff intend to present an updated Exhibit A for City Council review and adoption in August or September 2025.
3. Staff are preparing to transfer up to 12,500 GPD from Reserves to Wyrick Property as a Priority 1 Project with prior City Commitment. This transfer was always planned but did not occur in the most recent Exhibit A in 2024 as the project timing was not yet finalized. This action will not reduce the post-2027 sewer allocation total.
4. Staff are preparing to propose a reduction in 2027 Affordable Housing and Plant 4 site reserves of a combined 42,000 GPD to restore Concrescere Business Park to 42,000 GPD.

This action will not reduce the post-2027 sewer allocation total. City Council authorization will be requested to amend Exhibit A.

Exhibits and Appendices

All figures are shown in GPD

Executive Summary Calculations

Summary of Available WSACC Sewer Allocation for Kannapolis (current):	950,514
Previous WSACC Distribution #12:	43,485
Projected WSACC 2027 distribution:	962,000
Total Restricted and Previously Committed Reserves:	(926,942)
Remaining Non-Restricted Reserves:	(965,627)
WSACC Distributions this month: None	0
Pending Projects Approved by Policy: None Current	0
Summary Remaining for post-2027 Sewer Allocation (approximate):	~63,000

General Tracking Based on Adopted Exhibit A

Previously Approved or Otherwise Committed Projects 2024-2025 (as shown in Exhibit A):

Lowes Foods - Kellswater Commons	9,698
Summerlyn Village Subdivision (2024)	12,900
Summerlyn Village Subdivision (2024)	30,600
Summerlyn Village Subdivision (2027)	30,600
Cannon Manor Subdivision	7,650
Emerson Glen Subdivision	12,900
Pace (Medical)	5,000
Coldwater Ridge Phase II apartments	9,100
Trinity Corners	10,125
85 Exchange (Industrial)	24,500
McDonalds – Kellswater Commons	1,280
Bakers Creek Subdivision (2024)	28,125
Bakers Creek Subdivision	28,125
Kannapolis Crossing – Development Agreement	316,000
Kannapolis Gateway Business Park	~5,000
Afton – Childers Cline Building III	~5,000
Downtown Reserves	225,305
• Market at Millstone (16,655) • Millstone Village (48,500) • Crest Field (50,400) • Bainbridge Kannapolis (52,975) • Towns at Millstone (30,375) • Dale Earnhardt Blvd Partners (26,400)	
Loop Yard Phase 1	36,225
Residential In-Fill (2024)	11,213
Hedgecliff Towns	28,856
Evolve-Hawthorne	41,925
Greenview Apartments	14,175
Stanley Drive (existing building) & Phase 2	27,900
Failed Septic System Emergency	4,740
Total Restricted and Previously Committed Reserve	926,942

Non-Restricted Reserves (between 2024 and 2027 distributions) Total (as shown in Exhibit A):

Block 5 (Mixed Use/Apartments)	16,150
Block 5 (Commercial Reserves)	36,000
Block 6 (Mixed Use/Apartments)	56,250
Afton Ridge Reserves (remaining)	7,000
Lakeshore Reserves	18,000
Kannapolis Crossings Reserves	100,000
Downtown Reserves (remaining)	92,067
Additional Downtown Set-Aside Reserves	100,000
Loop Yard Phase 2 (lift station improvements)	95,000
Non-Residential In-Fill	90,800
Affordable Housing (2024)	21,600
Affordable Housing (2027)	20,000
Metro 63	18,000
85 Exchange Industrial Reserves	28,000
Kannapolis Parkway and Rogers Lake Road Reserves	28,000
Concord Lake Road and Roxie Street Reserves	12,000
Glen Afton and Kannapolis PKWY (Motely Industrial)	42,000
Plant 4 Site	94,500
Concrescere Business Park	0
Community Enhancement (schools and infrastructure)	20,000
Strategic Buffer	70,260
Total Non-Restricted and Previously Committed Reserve	965,627

Waitlist Projects (No current allocation available) (as shown in Exhibit A):

Blue Ridge Apartments	44,100
The Farm at Riverpointe Phases 3B, 5, 6	59,588
Riverpointe at Davidson	131,250
Bridges of Cabarrus II	31,500
Abberly (885 Kannapolis Pkwy)	52,650
Lane St Townhomes W of Royce St	42,075
Cavallaro Ridge (Windy Hill Farm) at Boy Scout Camp/Isenhour	20,250
Kannapolis Pkwy Townhomes North of Redwood Apartments	26,100
Stonehaven	2,025
Sudbury Rd Subdivision	18,900
Camp Cabarrus at Kannapolis Pkwy & Dovefield Ln	54,900
Trinity Church Rd Apartments at Northwest Cabarrus High School	21,300
Orphanage Rd Apartments north side	8,100

Exhibit Tracking Calculations:

- Stanley Drive = 19,000 + 8,700 = 27,200 (not to exceed 8,700 GPD total for Building 1)
- Afton Ridge Reserves = 12,000 – ~5,000 = 7,000
- Wyrick (Maple Ridge Calculations) = Twelve 1-bedroom, forty-six 2-bedroom, twelve 3-bedroom and up to 2,000 GPD amenity/clubhouse. Total not to exceed 12,500.
- Downtown Reserves:

Current Reserve	317,372
• Market at Millstone	(16,655)
• Millstone Village	(48,500)
• Crest Field	(50,400)
• Bainbridge Kannapolis	(52,975)
• Towns at Millstone	(30,375)
• Dale Earnhardt Blvd Partners	(26,400)
Remaining Original Downtown Reserves	92,067

Sewer Capacity as of December 1, 2024 Calculations:

○ Start	1,054,306
○ Approved	(123,518)
○ Restricted	(846,002)
○ Unrestricted	(941,267)
○ Strategic Buffer	(75,000)
○ Anticipated by policy	(~11,000)
○ WSACC Dist #12	43,485
○ 2027 Addition	<u>962,000</u>

Exhibit A Remaining Capacity in Post 2027: ~**63,000 (within 1%)**



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **REPORT** - Agendas and activities for City appointed or City represented Boards and Commissions **RECEIVED**

Recommended Action Requested by City Council

Motion to receive the report.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Attached are the recent agendas for City-appointed or City-represented Boards and Commissions.

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to receive the report (Recommended)**
2. Take no action.

Attachments

1. Board of Adjustment August 5 2025 Agenda
2. CK Rider June 26 2025 Agenda
3. P&Z July 15 2025 Agenda
4. WSACC July 16 2025 Agenda



BOARD OF ADJUSTMENT AGENDA

**Kannapolis City Hall
Laureate Center - Kannapolis, N.C.**

**Tuesday, August 5, 2025
6:00 PM**

- 1. Call to Order**
- 2. Roll Call and Recognition of Quorum**
- 3. Approval of Agenda**
- 4. Approval of Minutes – July 1, 2025**
- 5. Swearing In for Testimony**
- 6. Public Hearing:**

a. BOA-2025-10 – Special Use Permit – 403 Alpine St.

Public hearing to consider a request for a Special Use Permit (SUP) to allow a 27-unit pocket neighborhood development on property located at 403 Alpine Street. Pursuant to Table 4.2.B(5) of the Kannapolis Development Ordinance (KDO), a Special Use Permit is required for a pocket neighborhood development in the Residential 8 (R8) zoning district when the number of dwelling units exceeds twelve (12). The subject property is approximately 4.67 ± acres and is identified as Rowan County Parcel Identification Number 159 117.

Note: This agenda item was continued from the July 1st meeting at the request of the Board in order for additional information to be provided at the next meeting.

b. BOA-2025-12 – Variance – 1703 Lane St.

Public hearing to consider a variance request under Section 4.3.D(1)3 for property located at 1703 Lane St. The applicant seeks a variance from the Accessory Dwelling Unit (ADU) dimensional requirements specifically to allow the existing ADU to be located five feet (5') from the rear and side property lines, where the minimum required rear setback is twenty-five feet (25') and the minimum required side setback is ten feet (10'). The subject property was recently rezoned to Residential 4-Conditional Zoning (R4-CZ) under case CZ-2025-03, is approximately ±0.23 acres, and is further identified as Cabarrus County Parcel Identification Number (PIN) 5624418667000.

c. BOA-2025-13 – Certificate of Nonconformity Adjustment – 405 Rogers Lake Rd.

Public hearing to consider a request for a Certificate of Nonconformity Adjustment (CONA) to allow for a personal vehicle service and repair use on a property located at 405 Rogers Lake Rd. Section 2.5.E(4) of the Kannapolis Development Ordinance requires the approval of a CONA prior to any change of use of a structure or land from one nonconforming use to another

nonconforming use. The subject property is zoned Residential 4 (R4) and is approximately 0.42 +/- acres and located at 405 Rogers Lake Rd., further identified as Cabarrus County Parcel Identification Number 56135116580000.

d. BOA-2025-14 – Certificate of Nonconformity Adjustment – 2808 Lane St.

Public hearing to consider a request for a Certificate of Nonconformity Adjustment (CONA) for property located at 2808 Lane St. The requested CONA is to permit a pole sign measuring 90 square feet in area and 65 feet in height, where a maximum sign area of 64 feet and maximum height of 15 feet is allowed. The current pole sign is approximately 137 square feet in area and 65 feet in height. Section 2.5.E(4) of the Kannapolis Development Ordinance requires the approval of a CONA prior to any change of use of a structure or land from one nonconforming use to another nonconforming use. The subject property is zoned General Commercial (GC) and is approximately 1.51 +/- acres located at 2808 Lane St. and further identified as Cabarrus County Parcel Identification Number 56334995000000.

e. BOA-2025-15 – Certificate of Nonconformity Adjustment – 2702 N. Cannon Blvd.

Public hearing to consider a request for a Certificate of Nonconformity Adjustment (CONA) to allow for a contractor's office use on a property located at 2702 N. Cannon Blvd. Section 2.5.E(4) of the Kannapolis Development Ordinance requires the approval of a CONA prior to any change of use of a structure or land from one nonconforming use to another nonconforming use. The subject property is split General Commercial (GC) and Residential-8 (R-8) zoning districts on approximately 3.18 +/- acres of property located at 2702 N. Cannon Blvd. and further identified as Rowan County Parcel Identification Numbers 162 030 and 162 029.

f. BOA-2025-16 – Special Use Permit – 1093 S. Cannon Blvd.

Public hearing to consider a request for a Special Use Permit (SUP) to allow for a tattoo studio on property located at 1093 S. Cannon Blvd. Pursuant to Table 4.2.B(5) of the Kannapolis Development Ordinance, a SUP is required for Tattoo or body-piercing uses in the General Commercial (GC) zoning district. The subject property is a unit located at 1093 S. Cannon Blvd., situated on an approximately ±3.00-acre parcel that contains multiple commercial and residential buildings. The property is more specifically identified as Cabarrus County Parcel Identification Number 56230355880000.

7. Planning Director Updates

8. Other Business

9. Adjourn



Concord Kannapolis Area Transit Commission

June 26th, 2025 – 8:30AM

Rider Transit Center

45 Transit Court NW, Concord, NC

Agenda

1) Call to Order & Quorum

Chair Dusch

- Quorum & Introduction of Guests - Changes or Additions to Agenda
- Public Comments from the Floor – 3 minutes per speaker

2) Approval of the 4/23/25 Meeting Minutes

Chair Dusch

3) Bus Stop Solar Lighting Replacement

Rider Staff

Information: Presentation of the RFP process, bids received, and firm recommended for award.

Recommendation/Action: Review and consider approval of staff recommendation for award.

4) Reallocation of FFY22 Concord UZA 5339 FTA funding

Rider Staff

Information: Discussion of 5339 FTA lapsing funds being reallocated from Cabarrus County Transportation Services (CCTS) to Concord Kannapolis Area Transit in the amount of \$22,231 to avoid returning of Federal Funds.

Recommendation/Action: Review and consider approval for Rider Transit to accept a reallocation of FFY22 5339 FTA funding from CCTS in the amount of \$22,231.

5) Public Transportation Agency Safety Plan (PTASP)

Rider Staff

Information: Annual review of the Rider Transit Public Transportation Agency Safety Plan, required by the Federal Transit Administration of all public transit agencies.

Recommendation/Action: Review and consider approval of annual update of Public Transportation Agency Safety Plan.

Reports / Other Business

Rider Staff

- Connecting Cabarrus Project Update
- Rider Transit Projects Update
- Ridership Update – 8 Millionth Passenger in May
- Other business
- Next CKTC meeting – Thursday, 8/28/25, 8:30am, Rider Transit Center



**CITY OF KANNAPOLIS
PLANNING & ZONING COMMISSION MEETING**

July 15, 2025, at 6:00 pm

Agenda

- 1. Call to Order**
- 2. Roll Call and Recognition of Quorum**
- 3. Approval of Agenda**
- 4. Approval of Minutes:** June 17, 2025
- 5. Public Hearing**
 - a. **Z-2025-05 – Zoning Map Amendment – 310 N. Little Texas Road**
Public Hearing to consider a request to rezone property located at 310 N. Little Texas Road from City of Kannapolis Residential 4 (R4) to City of Kannapolis Residential 6 (R6) for a proposed duplex. The subject property is approximately 0.36 +/- acres and furthered identified as Cabarrus County Parcel Identification Number 56233813740000.
- 6. Recommendation to City Council**
 - a. **Text Amendment – TA-2025-05 – Vehicle sales and services uses in the Dale Earnhardt Boulevard Subdistrict of the Thoroughfare Protection Overlay (TPO) District**
Consider a recommendation to City Council on an amendment to Section 3.8.F(4)b.3 of the Kannapolis Development Ordinance regarding allowing Vehicle Sales and Service uses within the Dale Earnhardt Boulevard Subdistrict of the Thoroughfare Protection Overlay (TPO) District if the site has frontage on an arterial highway and is within 500 feet of an intersection of two or more major arterial highways, provided that no vehicles shall be stored on site.
- 7. Planning Director Update**
- 8. Other Business**
- 9. Adjourn**



**WATER & SEWER AUTHORITY
OF CABARRUS COUNTY
REGULAR MEETING**

**July 16, 2025
5:00 P.M.**

**CALL TO ORDER BY THE CHAIRMAN
ITEMS OF THE AGENDA**

ADOPTION OF THE AGENDA

1. Request for Adoption of the July 16, 2025 Board Meeting Agenda

OATH OF OFFICE

1. Oath of Office – Bob Ritchie – [administered by Shannon Kincaid](#)

SPECIAL RECOGNITION

1. Recognition of the 28th Consecutive Certificate of Achievement for Excellence in Financial Reporting – [Wendi Heglar](#)

UNFINISHED BUSINESS

1. Request for Approval of the Minutes of June 18, 2025

WORK SESSION

1. Discussion as Necessary on the Wastewater Treatment Expansion Alternatives from the WSACC Facilities Plan

GENERAL DISCUSSION

1. Updates from the Executive Director – [Chad VonCannon](#)

PUBLIC COMMENTS

CLOSED SESSION

1. **Closed Session - G.S.143-318.11 (a)(1) - to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.**

ADJOURN

(The next regular meeting will be held on Wednesday, August 20, 2025, at 5:00 p.m.)

Please note that anyone needing reasonable accommodation to participate in the meeting should contact the Secretary to the Board at (704) 786-1783, extension 234, at least twenty-four (24) hours before the meeting.



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - July 14, 2025 Work Session **APPROVED**

Recommended Action Requested by City Council

Motion to approve Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fiscal Implications

Alternate Courses of Action

Attachments

1. 2025.07.14 Work Session Minutes 1

**CITY OF KANNAPOLIS
CITY COUNCIL
WORK SESSION MINUTES
July 14, 2025**

A work session of City Council of the City of Kannapolis, North Carolina was held on Monday, July 14, 2025, at 6:00 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Council Members: Doug Wilson
Jeanne Dixon
Dianne Berry, Mayor Pro tem
Tom Kincaid
Darrell Jackson
Ryan Dayvault

Council Members Absent: Darrell Hinnant, Mayor

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:	Alex Anderson	Greg Summitt
	Michael Rattler	Carson Purvis
	Richard Smith	Kirk Beard
	Irene Wong	Daniel Jenkins
	Sherry Gordon	Samantha Monahan
	Betsy Barnette	Beth Hassenfritz
	Brett Mann	Brian Smith
	Heather James	Chris Fisher

Visitors Present:	Zach Erwin	Jayne Williams
	Sophie Williams	Jamie Richardson
	Phil Goodman	Alicia Awling
	Pam Smith	Joe Hatley
	Baylen Hudson	Paisley Martinez

CALL TO ORDER AND WELCOME

Mayor Pro tem Berry called the meeting to order and welcomed all in attendance. She led a moment of silent prayer, followed by the Pledge of Allegiance by Councilmember Kincaid.

1 **ADOPTION OF AGENDA**

2 Mayor Pro tem Berry called for a motion regarding the Agenda. Councilmember Dixon made the
3 motion to approve, second by Councilmember Dayvault and the motion was unanimously approved.
4

5 **BOARD AND COMMISSION UPDATES**

6 City Manager, Mike Legg, provided updates regarding City appointed or City represented Boards and
7 Commissions stating that several Boards did not meet in either June or July. Mr. Legg noted that the
8 Water and Sewer Authority of Cabarrus County (WSACC) continues to discuss long-term wastewater
9 capacity planning for the County and added that staff is preparing discussion items for Council on
10 this topic for a future meeting.
11

12 **CONSENT AGENDA**

13 Mayor Pro tem Berry called for a motion on the Consent Agenda. Councilmember Kincaid made the
14 motion to approve, second by Councilmember Jackson and the motion unanimously approved.
15

16 Voluntary Annexation (A-2025-07) 026 +/- acres of noncontiguous property located at 5911
17 Charleston Avenue (Richard Smith, Planning Director) (Copy included as Exhibit A).
18

19 Approval – FY 2026 Pay and Classification Plan (Heather James, Human Resources Director) (Copy
20 included as Exhibit B).
21

22 Report – Monthly Wastewater Allocations (Alex Anderson, Director of Water Resources; Elizabeth
23 Hassenfritz, Director of Engineering) (Copy included as Exhibit C).
24

25 Resolution supporting reapplication to the Cabarrus Rowan Metropolitan Planning Organization
26 Transportation Alternatives Program to fund the Midlake Sidewalk Project (Wilmer Melton, Assistant
27 City Manager; Richard Smith, Planning Director) (Copy included as Exhibit D).
28

29 Resolution supporting reapplication to the Cabarrus Rowan Metropolitan Planning Organization
30 Transportation Alternatives Program to fund the Bakers Creek Greenway HAWK Signal (Wilmer
31 Melton, Assistant City Manager; Richard Smith, Planning Director) (Copy included as Exhibit E)
32

33 Minutes: June 23, 2025 Business Meeting Minutes (Pam Scaggs, City Clerk) (Copy included as
34 Exhibit F)
35

36 Minutes: June 9, 2025 Closed Session (Pam Scaggs, City Clerk) (Copy included as Exhibit G)
37

38 **BUSINESS AGENDA**

39 **Report – Local Assistance for Stormwater Infrastructure Improvements (LASII) (Elizabeth**
40 **Hassenfritz, Director of Engineering; Michael Rattler, Director of Transportation &**
41 **Environmental Services) (Copy included as Exhibit H).**

42 Beth Hassenfritz, Director of Engineering, presented the findings of a residential drainage improvement
43 study funded by a \$225,000 grant awarded in 2023 through the Local Assistance for Stormwater
44 Infrastructure Improvements (LASII) Program. The study focused on three primary areas: Peach Street,
45 Marie Avenue, and Breckenridge Road. Engineering firm Withers Ravenel was selected to conduct the
46 study, which included surveying existing infrastructure, modeling current conditions, evaluating
47 solutions, and providing cost estimates for design and construction.
48

1 The finding included:
2

- 3 1. Peach Street was found to have insufficient capacity for even a 2-year storm event.
4 Recommendations included replacing open ditches with a closed pipe system and regrading.
5 Estimated cost: \$4.5 million.
 - 6 2. Marie Avenue drainage failed at the 10-year storm event level. Proposed improvements
7 included replacing open channels with closed pipes, rerouting flows, and increasing downstream
8 pipe sizes. Estimated cost: \$729,000.
 - 9 3. Breckenridge Road was split into two projects:
 - 10 a. Kansas Street showed failure at the 2-year event; a dual-pipe system and re-grading were
11 recommended. Estimated cost: \$872,000.
 - 12 b. Breckenridge Road proper also failed at the 2-year level; recommendations included
13 larger pipe networks and channel re-grading. Estimated cost: \$782,000.
- 14

15 The study also included recommendations for updates to the City's stormwater management program
16 and a proposed 10-year capital improvement plan. Mrs. Hassenfritz requested that Council formally
17 acknowledge receipt of the study, clarifying that no funding approval is required at this time. She noted
18 the City's intent to apply for Hazard Mitigation Grant Program funds for potential implementation of
19 two to three of the proposed projects.
20

21 Councilmember Dixon asked whether the studied areas represented the most significant flooding issues
22 in the city. Mrs. Hassenfritz responded that while she was not involved in the initial grant application,
23 the areas were selected based on a high volume of documented complaints and reports of residential
24 flooding. Councilmember Dayvault asked whether the projects involved only public right-of-way, or if
25 private drainage areas were included. Michael Rattler, Director of Transportation and Environmental
26 Services, clarified that the study includes some private property concerns, such as backyard ditches,
27 which had contributed to delays in addressing the issues.
28

29 Councilmember Wilson asked whether the Cripple Creek area, which has known flooding concerns,
30 had been considered for the study. Mr. Rattler confirmed it was not included, noting that while other
31 areas of the City also have issues, the selected locations were prioritized based on public concern at the
32 time.
33

34 Mr. Legg reminded Council that capital funding is currently available for use, which has carried over
35 from the last two budget cycles. While this funding is flexible, he emphasized the advantage of using
36 it to match future grants for maximum impact.
37

38 Councilmember Dayvault made a motion to approve receipt of the final LASII reports, second by
39 Councilmember Jackson and unanimously approved.
40

41 **Approval – Lease amendment for City-owned property located at 461 North Cannon Boulevard**
42 **(Irene Wong, Economic & Community Development Director) (Copy included as Exhibit I).**

43 Irene Wong, Economic & Community Development Director, provided an update on the College
44 Station property. Ms. Wong noted that earlier in the year, City Council was asked for direction
45 regarding whether to retain or sell the property and advised staff to explore potential interest from the
46 community college [Rowan-Cabarrus Community College]. Those discussions revealed that while
47 the college has no immediate use for the property, they may consider it in the future pending funding

1 support from one of the counties. As a result, staff plans to revisit the matter in a future budget cycle.
2 In the meantime, they have continued to consider interest from potential tenants and prospective
3 buyers.

4
5 One such inquiry resulted in a lease agreement with a chiropractor for 461 North Cannon Boulevard
6 (the former western wear store). Due to the time required for a 30-day public notice and Council
7 approval, a one-year lease was executed to expedite occupancy. Staff now seeks Council approval to
8 extend the lease to a five-year term with a five-year renewal option. The lease includes market-rate
9 rent with 3% annual increases.

10
11 Councilmember Jackson asked about square footage. Ms. Wong responded that the space was 1600
12 square feet and that the tenant is responsible for upfit costs.

13
14 Councilmember Dayvault asked about the status of the Dollar General lease, particularly in light of
15 previous complaints regarding noise and violations from an adjacent tenant. Ms. Wong noted there
16 have been no recent updates from Dollar General, whose lease expires in March 2026.
17 Councilmember Jackson suggested that the upcoming opening of Zaxby's could increase visibility
18 and traffic in the area, potentially improving tenant retention.

19
20 Council Member Dixon requested that future public notices, including those for lease advertisements,
21 be published not only in the *Independent Tribune* but also in the *Salisbury Post*, citing its broader
22 reach among area residents. Councilmember Dayvault agreed that this approach should be applied
23 consistently to all public notifications.

24
25 Councilmember Dayvault made motion to approve the lease amendment, second by Councilmember
26 Wilson and unanimously approved.

27
28 **CLOSED SESSION**

29 Mayor Pro tem Berry called for a motion to enter into closed session in accordance with G.S. 143-
30 318.11 (a) (3) to consult with an attorney in order to preserve the attorney-client privilege. Motion
31 was made by Councilmember Dixon, second by Councilmember Wilson and unanimously approved.

32
33 Council went into Closed Session at 4:53 PM

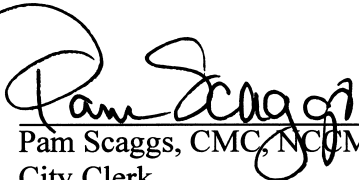
34
35 **MOTION TO ADJOURN**

36 There being no further business, Councilmember Dixon made motion to adjourn, second by
37 Councilmember Dayvault, and unanimously approved.

38
39 The meeting adjourned at 6:09 PM on Monday, July 14, 2025.

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49

M. Darrell Hinnant, Mayor
City of Kannapolis


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Pam Scaggs, City Clerk
Subject: **MINUTES** - July 28, 2025 Business Meeting **APPROVED**

Recommended Action Requested by City Council

Motion to Approve Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fiscal Implications

Alternate Courses of Action

Attachments

1. 2025.07.28 Business Meeting Minutes 1

**CITY OF KANNAPOLIS
CITY COUNCIL
BUSINESS MEETING MINUTES
July 28, 2025**

A business meeting of City Council of the City of Kannapolis, North Carolina was held on Monday, July 28, 2025, at 6:00 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Council Members: Darrell Hinnant, Mayor
 Doug Wilson
 Jeanne Dixon
 Dianne Berry, Mayor Pro tem
 Tom Kincaid
 Darrell Jackson
 Ryan Dayvault

Council Members Absent: None

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:	Terry Spry	Kirk Beard
	Richard Smith	Carson Purvis
	Gary Mills	Tracy Winecoff
	Irene Wong	Sherry Gordon
	Chris Hill	Alex Anderson
	Kristin Jones	Michael Rattler
	Betsy Barnette	Sam Monahan
	Annette Privette-Keller	Brian Roberts
	Gerald Faulkner	Cameron Blackwelder
	Gabriel Chandler	Xavier Gonzalez
	Ethan Ratliff	Hudson Skinner
	Eric Velazquez	

Visitors Present:	Wally Safrit	Lynne Safrit
	Elizabeth Bull	Miller Safrit
	Zach Erwin	Tonda Childers
	Phil Goodman	Jayne Williams

Joe Hatley	Naomi Hatchell
John Middleton	Aaron Atkins
Stacey Atkins	Pam Smith
Caleb Falls	Tom Richardson
Jamie Richardson	Sophia Wilkerson
Larie Paxton	Marty Paxton
Dalton Paxton	Mary Paxton
Boylen Hudson	Lynda Ray
Melvin Ray	Josh Teague
Alicia Awling	Vivie Malcucci
April Evans	Donna Taylor
Mark Spitzer	Ron Flanders
Roxanne Statei	Donald Council
Kyler Dapper	Chris York
Janet Smith	

CALL TO ORDER AND WELCOME

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

ADOPTION OF AGENDA

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

RECOGNITIONS

Walter “Wally” M. Safrit, II

Mayor Hinnant and Mike Legg presented former City Attorney, Wally Safrit, with the Order of the Long Leaf Pine, one of North Carolina’s highest civilian honors, in recognition of his decades of extraordinary service to the City of Kannapolis. This prestigious award acknowledges individuals who have made significant contributions to the state and their communities. Mayor Hinnant stated that Mr. Safrit’s legacy in Kannapolis is extensive and foundational, citing among his many achievements: that he helped write the City’s charter, facilitated the transfer of essential services such as the water and sewer systems from Cannon Mills to the newly incorporated City, and played a key role in establishing both the Kannapolis Police and Fire Departments. He mentored every mayor in the City's history and guided the structure and operation of City Council meetings from the outset.

During the economic challenges following the decline and eventual bankruptcy of Cannon Mills, Mr. Safrit was instrumental in navigating legal and strategic decisions for the City. He supported the transition when the mill was purchased by David Murdock, helped develop Kannapolis’s role in the North Carolina Research Campus, and was pivotal in implementing tax increment financing, a first for the state, to support its development. Mr. Safrit also played a central role in consolidating City departments into the Kannapolis City Hall and in legally structuring the purchase and revitalization of the Mill Village. His contributions over 41 years have helped transform Kannapolis from a mill town to a thriving city, all while providing steady leadership through periods of uncertainty and growth.

1 As part of the recognition for Mr. Safrit, City Council approved two resolutions honoring his decades
2 of exceptional service to the City of Kannapolis and his family's lasting legacy in the community.
3 The first Resolution (#2025-57 Dedicating Gem Theatre Balcony in Honor of Walter M. "Wally"
4 Safrit II)(Copy included as Exhibit A), dedicates the balcony of the Gem Theatre in Mr. Safrit's honor.
5 In addition to being a lifelong resident of Kannapolis with a deep connection to the Gem Theatre, he
6 played a critical role in the preservation and acquisition of the Gem Theater building and business,
7 helping to ensure that it remains a family-friendly, low-cost entertainment venue for the community.
8 Motion to approve Resolution #2025-57 was made by Councilmember Wilson, second by
9 Councilmember Dayvault and the motion was unanimously approved. Following the vote, Mr. Legg
10 and Mayor Hinnant presented Mr. Safrit with a commemorative plaque dedicating the balcony of the
11 Gem Theatre in his honor which will be permanently installed at the theatre.

12
13 The second Resolution, (#2025-58 Renaming Walter M. Safrit Park)(Copy included as Exhibit B)
14 renames Walter M. Safrit Park to "Safrit Park", to honor the contributions of the entire Safrit family.
15 Originally named for Mr. Safrit's father, who served for many years with the YMCA, the new
16 designation reflects the family's ongoing impact on Kannapolis. Motion to approve Resolution #2025-
17 58 was made by Councilmember Jackson, second by Councilmember Kincaid and the motion was
18 unanimously approved.

19
20 Mayor Hinnant read a February 25, 1981 newspaper article provided by Mr. Safrit's son, Miller,
21 recounting his grandfather's career and retirement from the YMCA.

22 23 **Police Officers Ceremonial Oath of Office**

24 Deputy Police Chief Chris Hill introduced six of the City's newest police officers, each having
25 recently completed nearly 900 hours of an updated and more rigorous Basic Law Enforcement
26 Training (BLET) program. Chief Hill called forward Officers Cameron Blackwelder, Gabriel
27 Chandler, Xavier Gonzalez, Ethan Ratliff, Hudson Skinner, and Eric Velazquez, who were
28 administered the ceremonial Oath of Office by City Clerk Pam Scaggs.

29 30 **PROCLAMATION**

31 Mayor Hinnant read a Proclamation recognizing the month of July as Parks and Recreation month.
32 He presented the Proclamation to Director of Parks and Recreation, Gary Mills.

33 34 **CONSENT AGENDA**

35 Councilmember Wilson requested that Consent Item A, *FY25 Rowan-Cabarrus YMCA and City of*
36 *Kannapolis Agreement*, be moved to the Business Agenda as Item G. Mayor Hinnant called for a
37 motion regarding the revised Consent Agenda. Councilmember Dixon made the motion to approve,
38 second by Mayor Pro tem Berry and the motion was unanimously approved.

39
40 FY25 Rowan-Cabarrus YMCA and City of Kannapolis Agreement (Tina Cline, Assistant City
41 Manager) (Copy included as Exhibit C-Unanimously approved to be moved to the Business Agenda
42 as Item G).

43
44 Approval – Establishment of criteria to utilize the design-build method for construction of a fire
45 training tower (Tracy Winecoff, Fire Chief) (Copy included as Exhibit D).

1 Ordinance amending Chapter 17: Water and Sewers of the City's Code of Ordinances (Michael
2 Rattler, Director of Transportation & Environmental Services) (Copy included as Exhibit E).

3
4 Ordinance amending the budget to appropriate funds for workers' compensation settlement (Daniel
5 Jenkins, Assistant Human Resources Director) (Copy included as Exhibit F).

6
7 Establishing fees and charges for Fiscal Year 2025-2026 (Mike Legg, City Manager) (Copy included
8 as Exhibit G)

9
10 6-month Extension of the Federal Advocacy Services Agreement with Strategics Consulting through
11 December 31, 2025. (Mike Legg, City Manager) (Copy included as Exhibit H).

12
13 Minutes: July 14, 2025 Closed Session Minutes (Pam Scaggs, City Clerk) (Copy included as Exhibit
14 I)

15 16 BUSINESS AGENDA

17 **Public Hearing and Order – Request to consider withdrawal from dedication a portion of the** 18 **old Vance Street right-of-way between 304 and 310 Vance Street (Richard Smith, Planning** 19 **Director) (Copy included as Exhibit J).**

20 Richard Smith, Planning Director, presented a request to permanently close an unused portion of an old
21 right-of-way (ROW) on Vance Street. Mr. Smith clarified that the closure pertains only to the former
22 alignment of the street, which was abandoned with the intersection of Vance Street and Dale Earnhardt
23 Boulevard was realigned and that the existing Vance Street ROW and roadway are not affected by the
24 closure. He utilized a map to illustrate the specific area proposed for closure as well as a Metes and
25 Bounds Survey to define the boundaries. Mr. Smith stated that staff is recommending approval of the
26 closure and offered to answer questions.

27
28 Mayor Pro tem Berry questioned the purpose of the closure. Mr. Smith responded that the future
29 developer requested the closure to eliminate the unused ROW that crosses a proposed building site.

30
31 Councilmember Dixon commented that she visited the site and confirmed that the proposed area
32 appears to be used as some sort of alley and is not part of the road network.

33
34 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which
35 was then closed without comment.

36
37 Councilmember Jackson made the motion to approve the Order closing the old ROW on Vance Street,
38 second by Councilmember Wilson and the motion was unanimously approved.

39 40 **Public Hearing – Voluntary Annexation (A-2025-07) of approximately 0.26 +/- acres of** 41 **noncontiguous property located at 5911 Charleston Avenue (Richard Smith, Planning Director)** 42 **(Copy included as Exhibit K).**

43 Mr. Smith presented details for a voluntary annexation request involving approximately 0.26 +/- acres
44 of noncontiguous property located at 5911 Charleston Avenue in the Fishertown area. He noted that
45 nearby properties are already within City limits and that the annexation was initiated by the property
46 owner.

1 With no further questions or comments, Mayor Hinnant opened the Public Hearing which was then
2 closed without comment. A motion to approve the annexation was made by Councilmember
3 Kincaid, second by Councilmember Dayvault and unanimously approved by Council.

4 **Public Hearing and Order – Request to consider withdrawal from dedication a portion of right-**
5 **of-way known as Charles Babbage Lane (Richard Smith, Planning Director) (Copy included as**
6 **Exhibit L).**

7 Mr. Smith provided details for a request from the property owner and future developer to close a
8 portion of ROW located on Charles Babbage Lane. He explained that the proposed closure is intended
9 to serve as a traffic calming measure and that the area will be incorporated into an amenity area
10 featuring a dog park and pickle ball court. Mr. Smith provided a map and survey to illustrate the
11 location of the ROW and made himself available for questions.

12
13 There being no additional questions or comments, Mayor Hinnant opened the Public Hearing which
14 was then closed without comment. Councilmember Kincaid made the motion to approve the requested
15 ROW closure, second by Councilmember Dixon and the motion was unanimously approved. .

16
17 **Agreement – Joint Venture Agreement with Downtown Kannapolis, Inc. (Mike Legg, City**
18 **Manager) (Copy included as Exhibit M).**

19 Mr. Legg presented a proposed joint venture agreement between the City of Kannapolis and
20 Downtown Kannapolis Inc. (DKI), a group of downtown businesses formed to support and promote
21 the downtown area. As downtown revitalization continues through public and private investment, this
22 partnership seeks to strengthen coordinated efforts around events, marketing, and overall promotion
23 to help take downtown Kannapolis to the next level.

24
25 The agreement outlines the respective roles of the City and DKI with the City contributing \$100,000
26 (approved in the current budget) to support downtown events and marketing. Of this amount, the City
27 will manage \$95,200 to cover marketing, staffing, and up to four major downtown events. The
28 remaining \$4,800 will be provided as a matching grant to DKI for smaller promotional activities (e.g.,
29 sidewalk sales). Any unused funds at year-end may be reappropriated for the following fiscal year.
30 The City will also assign a part-time communications staff member to manage a downtown-wide
31 website, calendar, newsletter, and social media (not for individual businesses) for the collective
32 downtown area. Additionally, Parks and Recreation staff will coordinate major events and collaborate
33 with DKI on event planning and budgeting. In turn, DKI will provide broad business representation,
34 coordinate marketing with city staff, recruit volunteers, support major event partnerships, and develop
35 business-focused promotions that do not require City resources.

36
37 This is a one-year agreement, with the potential to renew annually or evolve into a multi-year
38 agreement, depending on future Council direction. Mr. Legg noted that several capital improvement
39 items related to downtown enhancements (previously discussed with the DKI Board) will be brought
40 to Council in the near future for consideration. He directed Council to the agreement included in the
41 agenda packet to illustrate the downtown area which generally encompasses the area within the
42 original Municipal Service District (MSD). Mr. Legg concluded by offering to answer any questions
43 from Council.

44
45 In response to a question from Councilmember Dixon, Mr. Legg clarified that the part-time
46 Communications and Parks & Recreation positions included in the joint venture agreement with DKI
47 are new roles, not reassignments. These positions were already approved as part of the FY26 budget.

1 While the intent is to hire new part-time staff to support downtown events and marketing, existing
2 staff may temporarily assist due to the late start in August. He noted that the first year will serve as a
3 learning period for both the City and DKI, with expectations that the process will become more
4 efficient in subsequent years.
5

6 Councilmember Jackson expressed support for moving forward with the current joint venture
7 agreement between the City and DKI, emphasizing the importance of maintaining consistency as the
8 downtown approaches its busy third and fourth quarters. He acknowledged the City's significant
9 investment in the initiative and noted that the plan, as presented, appears to address key needs from a
10 retailer's perspective. Councilmember Jackson added that if a better approach emerges in the future,
11 it should be considered, but for now, the program should remain intact.
12

13 Councilmember Dayvault voiced his support for the joint venture agreement with DKI, noting he felt
14 more confident in this version than previous iterations, particularly because the City retains control
15 over the majority of the funding. He commended Mr. Falls and others for their efforts to revitalize
16 the long-inactive organization and welcomed the City's decision to allocate \$4,800 as a seed fund for
17 DKI-led promotional events. However, he raised a concern regarding a clause on page 5, Item C of
18 the agreement, which requires DKI's endorsement for major downtown events before a special event
19 permit can be submitted to the City. He viewed this as an unnecessary layer of bureaucracy that could
20 deter businesses from hosting their own events. Since the City already serves as the special event
21 permitting authority, he suggested removing this requirement to avoid creating barriers for local
22 businesses. Despite this concern, he reiterated his overall support for the agreement.
23

24 Councilmember Berry asked whether funding for DKI-supported events had already begun,
25 referencing events that may have taken place earlier in the year. Mr. Legg clarified that the funding
26 associated with the joint venture agreement officially begins in August and runs through the end of
27 the fiscal year in June. A new funding cycle would then start on July 1st of the following year. He
28 noted that due to the late start, the initial implementation would rely on this newly established funding
29 timeline.
30

31 Councilmember Wilson asked for an estimate of how many downtown businesses are currently DKI
32 members. Mr. Legg responded that there are approximately 40 to 50 businesses in the area, with about
33 25 currently participating in DKI—roughly 50% to 60%. He noted that many businesses appear to be
34 waiting to see how the agreement plays out before committing. Councilmember Wilson also
35 questioned whether the staffing responsibilities outlined in the agreement could be absorbed by
36 existing personnel rather than adding new positions. Mr. Legg agreed this was a valid consideration
37 and clarified that the new roles are part-time, allowing for flexibility. He emphasized that during the
38 first year, an “all-hands-on-deck” approach would likely be necessary, with support from existing
39 staff across departments. However, having designated point people for marketing and events
40 coordination is key to ensuring organization and consistency.
41

42 Councilmember Dayvault asked about the makeup of the DKI board and whether there had been
43 progress in ensuring its structure fairly represented the geographic and business diversity of
44 downtown Kannapolis. Mr. Legg responded that while the current bylaws remain broad, DKI is open
45 to adjusting its structure adding that a committee has been formed to explore changes that would
46 promote broader representation. He noted that since the City is funding the initiative, it retains
47 leverage to encourage such adjustments over time if needed. Councilmember Dayvault revisited his

1 earlier concern about a clause in the agreement that would require DKI endorsement before a
2 downtown business could apply for a major event permit. Mr. Legg clarified that this requirement
3 was intended to prevent outside groups, unaffiliated with downtown, from organizing disruptive
4 events without input from local stakeholders. However, he agreed that if this clause became a barrier
5 to downtown businesses planning their own events, it could be revisited. Councilmember Dayvault
6 clarified his point, suggesting the language should explicitly exclude downtown businesses from that
7 requirement, allowing them to independently apply for events without an additional layer of approval.
8

9 Councilmember Jackson emphasized that one of the most important aspects of the joint venture
10 agreement is the creation of a dedicated coordinator to unify and streamline efforts across downtown.
11 He noted the importance of aligning promotions and planning, such as with the baseball team and
12 other events, so that everyone is working together toward a consistent message and shared goals.
13

14 Councilmember Dixon encouraged both the City and DKI to make a focused effort to engage and
15 market to downtown businesses that have not yet joined DKI. She emphasized the importance of
16 ensuring those businesses understand the benefits of membership and are given the opportunity to
17 participate.
18

19 Mayor Pro tem Berry asked about the breakdown and management of the \$100,000 in funding,
20 including the \$4,800 matching grant. Mr. Legg responded that roughly half of the total budget is
21 allocated for staffing support, such as event coordination and marketing, while the other half supports
22 actual event costs and marketing materials. KI will collaborate with City staff to develop detailed
23 budgets for each event; however, all funds will be managed and disbursed by the City, which will
24 directly handle vendor payments and related expenses. He emphasized that this first year will serve
25 as a trial to determine if the funding levels and structure are appropriate moving forward.
26 Councilmember Dayvault noted that, in practice, the City has already been leading the majority of
27 downtown events, aside from a few large-scale ones hosted by outside groups like race organizers or
28 sports teams. He emphasized that this new joint venture with DKI essentially formalizes and
29 restructures efforts the City has long been managing, by shifting those responsibilities and associated
30 costs into a more defined organizational partnership.
31

32 Mayor Hinnant expressed strong support for the DKI agreement, noting that downtown business
33 owners are ready to engage but are waiting on the City to act. He praised DKI's leadership for
34 focusing its efforts and emphasized the need for the City to step aside and allow the organization to
35 build momentum. He called for a motion to authorize the city manager to execute the agreement.
36 Councilmember Dayvault agreed with Mayor Hinnant's sentiment that the City should step back and
37 not hinder downtown businesses and emphasized the importance of allowing business owners to
38 operate freely while the City provides support. He made the motion to authorize the City Manager to
39 execute the Agreement, second by Councilmember Jackson and the motion was unanimously
40 approved.
41

42 City Attorney Andrew Kelly asked for clarification that Councilmember Dayvault made the motion
43 to approve the Agreement as it is written or if he made the motion with the change he previously
44 suggested to Page 5, Item C of the Agreement. Councilmember Dayvault responded that while he
45 suggested the revision, the current Agreement is acceptable as-is, and any necessary changes could
46 be addressed in the future. The motion to authorize the City Manager to execute the agreement was
47 affirmed and passed unanimously.

Approval – FY 2025-26 CDBG Non-profit Funding Recommendations. (Sherry Gordon, Community Development Program Administrator) (Copy included as Exhibit N).

Sherry Gordon, Community Development Program Administrator, presented the FY25–26 Community Development Block Grant (CDBG) funding recommendations following review by the Community Improvement Commission (CIC). She explained that the City may allocate up to 15% of its \$380,894 CDBG grant for nonprofit public service activities benefiting low- and moderate-income residents. An additional \$60,000 in program income from the sale of Gateway Business Park parcels increased the available funding to approximately \$116,000 for distribution to organizations focused on homelessness, behavioral health, and early childhood education. The CIC reviewed 23 applications and recommended funding for 19 organizations:

1. \$30,000 - AYA House (Funds will be used to support transitional housing program for men and women reentering community and substance use prevention).
2. \$5,000 – Big Brothers Big Sisters (Funds will be used to support mentoring programs with focus on mental health strategies for upward mobility).
3. \$5,000 – Cabarrus Partnership for Children (Funds will be used for public safety services such as car seats, parental education, etc).
4. \$5,000 – Cabarrus Health Alliance (Comprehensive dental services to Title I KCS).
5. \$5,000 – Classroom Central (Mobile free store program to provide school supplies to KCS teachers).
6. \$5,000 – Conflict Resolution (Funds to support Teen Court and truancy program).
7. \$5,000 – CCM (Funds to support individuals in crisis pay utility and prevent evictions).
8. \$5,000 – Dream Create Grow (Funds to support therapy service and equipment for local children and families).
9. \$5,000 – Elder Orphan Care (Funds to be used to support mobile pantry and household items for seniors).
10. \$2,500 – Faith Fellowship (Funds to feed homeless as well as provide transportation to doctor appointments, etc.).
11. \$5,000 – Families First (Funds for home based program for childcare needs).
12. \$2,500 – Main Street Market (Funds to support healthy food market and job opportunities for Getting Ahead Graduates).
13. \$5,000 – Midway Opportunity House (Funds for day shelter for homeless).
14. \$5,000 – Peek Next Gen (Funds for afterschool program with community service component).
15. \$5,000 – Present Age Ministries (Funds for human trafficking prevention program in schools).
16. \$5,000 – Prosperity Unlimited, Inc. (Funds for comprehensive housing counseling).
17. \$5,000 – PURE Excellence (Funds for professional development for childcare providers).
18. \$5,000 – Rowan Helping Ministries (Funds to assist with crisis program for Kannapolis Rowan County residents).
19. \$5,000 – Vision for Life (Funds to be used for mentoring program for youth along with parenting component).

Mayor Hinnant confirmed with Ms. Gordon that no additional public hearing was required for the CDBG funding decision, as a hearing had already been held on the broader allocation. Councilmembers asked clarifying questions about organization locations, eligibility, and late submissions. Notably, Habitat for Humanity withdrew its application, and the Tiny House was

ineligible due to focusing on infrastructure. One application was disqualified due to being submitted late and lacking 501(c)(3) status.

Councilmember Wilson made the motion to approve funding as recommended by the CIC, second by Councilmember Dixon and unanimously approved.

Appointment – Recommendation appointment of ETJ member to the Board of Adjustment (Richard Smith, Planning Director) (Copy included as Exhibit O).

Mr. Smith reported a vacancy for the ETJ position on the Board of Adjustment and requested that the Council recommend Angie McClain for appointment by the Rowan County Board of Commissioners.

A motion to recommend Angie McClain's appointment was made by Councilmember Kincaid, seconded by Mayor Pro tem Berry, and unanimously approved.

FY26 Rowan Cabarrus (Unanimously approved to be moved from the Consent Agenda)

Councilmember Wilson asked for clarification that the Agreement being presented is the same as the previous three to four years and if it has been endorsed by the YMCA. Mr. Legg confirmed that it remains unchanged and that the YMCA did endorse the Agreement. Councilmember Jackson asked if the dollar amount remains the same and Mr. Legg confirmed that it also remains unchanged.

Councilmember Dayvault made the motion to approve, second by Mr. Jackson, and unanimously approved.

City Manager Report

None.

Council Comments

Councilmember Dixon reported receiving a call from Kannapolis resident Janet Smith concerning a large, unhoused encampment in her neighborhood on Linda Street, as well as a recent fire near the site. She noted that Ms. Smith is present at the meeting and may wish to address the Council.

Councilmember Dayvault added that he has also received complaints about the same encampment. Additionally, he shared concerns from residents about a noticeable increase in the skunk population. He noted that while residents have contacted animal control, they were informed that skunk trapping is not provided, and professional exterminators charge approximately \$500 per animal. The issue has escalated to the point where the odor is frequently noticeable outdoors. Council discussed possible reasons for the increase in skunk activity.

Speakers from the Floor

Zach Irwin, a resident and downtown business employee, spoke in support of DKI and its partnership with the City [Joint Venture Agreement with DKI]. While he praised the collaboration, he expressed concern that the joint venture agreement lacks marketing support for businesses outside of DKI. He urged the Council to ensure equitable promotion for all city businesses to avoid favoritism and foster unity across the broader business community.

Aaron Atkins, addressed City Council regarding ongoing stormwater runoff issues causing erosion and flooding on his property and surrounding areas. He attributed the damage to inadequate surface

1 grading, poorly maintained ditches, and improperly installed drainage infrastructure. Despite
2 contacting the stormwater department, no corrective action has been approved. Mr. Atkins
3 emphasized the urgency of addressing the problem, particularly with nearby development planned,
4 and has emailed photos to Council for review.
5

6 Donna Taylor, a downtown business owner, expressed concern about ongoing homelessness-related
7 issues on West Avenue, including loitering, safety risks, and instances of harassment. While she
8 praised the efforts of the Police Department and Parks & Recreation staff, she noted the problem
9 continues to affect her business and family's sense of safety. She urged Council to explore potential
10 solutions or ordinances to address the issue..
11

12 Janet Smith, addressed Council about the reappearance of a homeless encampment in the woods near
13 her neighborhood. She referenced a similar issue in 2022, when tents were removed after enforcement
14 by Kannapolis officers. Ms. Smith expressed concern about a recent fire and the presence of younger
15 individuals at the site. She acknowledged Rowan County's efforts to offer shelter, though some
16 declined due to requirements like breathalyzer tests. Given the number of older residents in the area,
17 she requested the City's help in addressing the ongoing situation.
18

19 **CLOSED SESSION**

20 Mayor Pro tem Berry made the motion to enter into closed session in accordance with G.S. 143-
21 318.11 (a) (3) to consult with an attorney in order to preserve the attorney-client privilege and G.S.
22 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or
23 businesses in the area. Second by Councilmember Wilson and the motion was unanimously approved.
24 7:41PM.
25

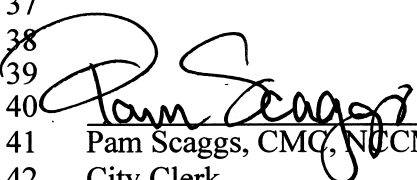
26 Council went into Closed Session at 7:41 P.M.
27

28 **MOTION TO ADJOURN**

29 There being no further business, Councilmember Dayvault made motion to adjourn, second by
30 Councilmember Kincaid, and the motion was unanimously approved.
31

32 The meeting adjourned at 9:30 P.M. on Monday, July 28, 2025.
33
34
35

36 
37 M. Darrell Hinnant, Mayor
38 City of Kannapolis
39

40 
41 Pam Scaggs, CMC, NCCMC
42 City Clerk



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Richard Smith, Planning Director, Andrew Kelly, City Attorney
Subject: **DISCUSSION** - Downtown Covenants, Conditions, and Restrictions (CCRs) discussion and potential changes **DISCUSSED**

Recommended Action Requested by City Council

None. Staff is requesting Council's feedback as it relates to the possibility of amending the Covenants, Conditions, and Restrictions (CCRs).

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

As a one-time primary property owner of most of the downtown properties, the City was deemed the declarant of the covenants, conditions, and restrictions (CCRs) for the downtown area. A copy of the CCRs is included as part of this agenda item.

Generally speaking, the area where the CCRs are enforceable includes the areas and properties along West Avenue, as well as those along Oak Avenue. The Pennant Square townhome community also falls within the CCR sub-district.

The CCR's are enforced as a proprietary function of the City as former owner and CCRs Declarant. They are not enforced by the City under its governmental function through the KDO. As the declarant, the City could possibly change the CCRs to allow uses that may not presently be allowed. As demonstrated in the CCRs attached, there are various uses that are presently prohibited in the downtown area of the City, but that the underlying zoning district (Center City or CC) allows. The previous request for a text amendment related to tattoo parlors has been tabled until City Council determines whether or not to amend the CCRs. If the CCRs are not amended, the KDO text amendment request is a moot issue.

City Council discussed this matter at the April 14, 2025 meeting. Council directed staff to analyze the types of businesses that fall within the CCR district and to determine if any are out of compliance. Further, Council also directed staff to have dialogue with the homeowners association (HOA) for Pennant Square regarding the CCRs. This information will be presented to Council at the August 11, 2025 meeting.

Fiscal Implications

None.

Alternate Courses of Action

None. Discussion only.

Attachments

1. CCRs
2. CCR businesses corrected 08-01-25
3. CCRs and CC 2025-05-07

 COPY

SCANNED AND RETURNED

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS
FILED Feb 03, 2020
AT 02:51 pm
BOOK 13983
START PAGE 0302
END PAGE 0311
INSTRUMENT # 03414
EXCISE TAX \$0.00
MCL

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is executed as of January 27, 2020 by **CITY OF KANNAPOLIS**, a North Carolina municipal corporation ("Declarant").

A. Declarant is the owner of those parcels of real property located in Cabarrus County, North Carolina more particularly being the property acquired by Declarant by deed recorded in Book 11615, Page 176 (Tracts 1-7) and Book 11615, Page 182 (Tract 1), Cabarrus County Registry, and is located in the central business district of the City of Kannapolis and comprises a significant part of Declarant's downtown area (the "Property") being shown in Map Book 68 at Pages 106 and 107.

B. Declarant desires to preserve the character of its downtown area by imposing certain restrictive covenants on the Property, as set forth in this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants:

1. **Definitions.** All capitalized terms used in this Declaration shall have the meanings set forth in this **Section 1**, unless otherwise defined in this Declaration.

(a) **"Architectural Review Committee"** or **"ARC"** means the committee established by Declarant to regulate the construction and alteration of Improvements.

(b) **"Building Site"** means any parcel of land composed of a portion of the Property that is shown on any recorded plat of all or a portion of the Property as being a parcel of the Property, and that is suitable for construction of Improvements.

(c) **"Declarant Control Period"** means the period of time beginning on the date of this Declaration and ending on the first day of the Owner Control Period.

(d) **"Improvement"** or **"Improvements"** means any and all structures, betterments, construction and improvements made or placed upon any portion of the Property, and shall include, without limitation, all changes in site topography, lighting fixtures, communications equipment.

1098 26

underground utilities, all buildings, roofed structures, parking areas, roads, loading docks, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, and monuments.

(e) **"Majority of Owners"** means more than fifty percent of the Owners; provided, however, that if a Building Site has more than one owner of the fee simple interest in such Building Site, (by way of example, a condominium complex) or a development which has a property owners association which represents the fee owners as a group (by way of example, townhome development) such Building Site shall be considered to have only one vote when determining a Majority of Owners.

(f) **"Mortgagee"** means the beneficiary or holder of a Mortgage.

(g) **"Owner"** means any party and its successors, assigns, heirs and legal representatives owning a record fee simple interest in and to all or any portion of the Property (including the Declarant if it owns all or any portion of the Property); provided however, the term "Owner" shall not include any person or entity having an interest merely as security for the repayment of indebtedness or the performance an obligation.

(h) **"Owner Control Period"** means the period of time after the earlier to occur of the following: (i) Declarant no longer owns any portion of the Property or (ii) Declarant assigns its rights to appoint the members of the ARC by the execution of a written instrument that is recorded in the Cabarrus County Public Registry.

2. **General Purposes of Declaration.** The Property is hereby subjected to this Declaration for the following purposes:

(a) To encourage maintenance and development of the Property in a manner suitable for the public and that is free from danger of fire, explosion, toxic and noxious matter and other hazards, and from offensive noise, vibration, smoke, dust odorous matter and other objectionable influences or threats to public health, safety and welfare.

(b) To promote the proper and most desirable use and development of the Property in accordance with a well-considered plan and suitable for a downtown urban experience utilizing both vehicular and pedestrian travel.

(c) To protect and enhance the appearance of (including the landscaped appearance of) and to preserve the value of the Property and its component Building Sites.

(d) To protect against construction of Improvements that are of poor design or quality and to encourage construction of Improvements that utilize good quality and attractive material and good architectural and planning standards, and which are compatible with other Improvements on the Property.

(e) To preserve the historical character of the City of Kannapolis, its downtown areas and its heritage as a textile mill town, including the preservation of various aspects of life emanating from Kannapolis' rich mill village history.

(f) To promote the renovation of the Kannapolis downtown by preserving the downtown shopping district to the extent possible while recognizing the North Carolina Research Campus as an integral part of the area adjacent to the downtown.

3. Regulation of Improvements.

(a) **General.** No construction, demolition or site preparation on any Building Site, no change in grade or slope or drainage patterns of any Building Site, no construction or placement of any building or exterior additions or alterations to any building situated upon a Building Site, no removal of trees (except for dead, dying and diseased trees) and no construction of, demolition of or changes or additions to any other Improvement on a Building Site shall be commenced nor shall any of the same be placed, maintained or allowed to remain, on any Building Site until all the following conditions have been satisfied:

(i) an application for approval has been submitted to Declarant and ARC;

(ii) the ARC and Declarant have given written approval for the plans and specifications for the Improvements, the location of such Improvements, and the commencement of construction, all in accordance with the applicable regulations of the City of Kannapolis and terms and requirements in the architectural guidelines published by the ARC ("**Guidelines**"); and

(iii) any fees set forth in or contemplated by this **Section 3** have been paid in full by the Owner.

The provisions of this **Section 3** shall not apply to the construction or alteration of any Improvements commenced, erected or maintained by Declarant or at Declarant's direction on any portion of the Property or required and approved in the Purchase and Sale Agreement between Declarant and the Owner. Declarant may delegate to the ARC any powers or authority reserved or granted to it under this **Section 3**.

(b) **Composition of ARC.** During the Declarant Control Period, Declarant shall appoint the members of the ARC. During the Owner Control Period, the authority to appoint the members of the ARC shall automatically be vested in the Owners. Prior to December 31 of each year during the Owner Control Period, the Owners shall appoint the members of the ARC by the approval of a Majority of the Owners. The ARC shall have the right, power and authority to employ and/or use the services of any architects, engineers or other professionals as it deems necessary or advisable, in its sole discretion, to carry out its duties and obligations as described in this **Section 3**. When groups of Owners are aggregated into a formal owner's association with respect to the portion of the Property owned by such Owners (an "**Owner's Association**"), for purposes of this Section 3(b) only, "Owners" shall mean the Owner's Association and not each owner that is a member of such Owner's Association. For example, if a portion of the Property is developed into condominiums, only the condominium owner's association shall be considered to be an "Owner" for purposes of this Section 3(b), not each owner of a condominium unit.

(c) **Architectural Guidelines.** The ARC may, from time to time, publish, promulgate and amend the Guidelines. The Guidelines shall be explanatory and illustrative of the general intent of the ARC with respect to the construction of Improvements on Property and are intended as a guide to assist the ARC in reviewing plans and specifications for Improvements. The Guidelines shall also set out, among other things, the procedures for submission, review and approval of plans and specifications (for the construction of Improvements) to the ARC and the fees to be imposed by the ARC, as more specifically described in **Section 3(g)** below. In any event, the Guidelines shall not be binding upon the ARC, may be revised and amended at any time by the ARC, in its sole discretion, and shall not constitute, in every event, the basis for approval or disapproval of plans, specifications and other materials (for the construction of Improvements) submitted to the ARC for approval. The ARC may issue and amend the Guidelines, from time to time, and may publish and promulgate different Guidelines for different phases, sections or portions of the Property.

(d) **Enforcement.**

(1) It is Declarant's intent that the architectural control provisions of this Declaration are to permit control of the architectural design and to establish quality standards for construction within the Property and to help preserve values of the Property. All Owners, by purchasing property subject to this Declaration, acknowledge that a violation of any such provisions could result in irreparable harm and damage to other Owners and to Declarant, and to the values of the Property, a monetary measure of which harm and damage would be difficult to establish. Accordingly, Declarant and the ARC shall have the specific right (but not the obligation) to enforce and/or to prevent any violation of the provisions contained in this **Section 3** by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Declarant hereby specifically reserves and grants to the ARC the right of entry and inspection upon any portion of the Property for the purpose of determining whether any construction of any Improvement violates any approval by the ARC, the Guidelines, this Declaration, as amended.

(2) If Improvements are commenced or constructed in violation of this **Section 3**, Declarant may require any Owner to remove such Improvements or restore the Building Site to the condition in which it existed prior to the construction of such Improvements. If it becomes necessary to resort to litigation to determine whether any constructed Improvement was approved or conforms to the Guidelines, to remove any unapproved Improvement, or otherwise to remedy a violation of the Guidelines, Declarant shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred by Declarant and/or the ARC, if the Declarant and/or the ARC is ultimately successful in such action.

(e) **Failure of ARC to Act.** Written requests for approval of plans or specifications shall be deemed to be approved in the event the ARC has not responded to such request in writing within thirty (30) days of the submission of such request. If plans and specifications or other submittals are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject or approve the balance.

(f) **Variances.** Upon submission of a written request, the ARC may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements which are at variance with restrictions, requirements or provisions of this Declaration from which a variance is permitted. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Property and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the ARC has not expressly approved such request in writing within thirty (30) days of the submission of such request. No member of the ARC shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

(g) **Fees Required by the ARC.** The ARC, in its sole discretion, may require that each Owner submitting plans and specifications for Improvements pay one or more fees to the ARC or to Declarant as a condition to commencement of construction of such Improvements. Such fee(s), including the amount(s), payee and purpose(s) thereof shall be established by, and may be increased, from time to time, by the Declarant or ARC and shall be set forth in the Guidelines. Plans and specifications for Improvements to be constructed on any portion of the Property shall not be deemed to have been properly submitted unless and until any and all fees required by the ARC to be paid in connection with such Improvements, as provided in this **Section 3(g)** shall have been paid to the ARC or Declarant, as required by the Guidelines.

(h) **Notices and Submittals.** Notices and submittals to the ARC shall be in accordance with the notice provisions set forth, from time to time, in the Guidelines.

(i) **Limitation of Liability.** No member of the Declarant or ARC shall be liable for claims, causes of action or damages (except where occasioned by willful misconduct of such member) arising out of services performed pursuant to this **Section 3**. Neither the ARC, the members thereof, Declarant, nor any officers, directors, members, employees, agents or affiliates of any of them, shall be liable for damages or otherwise to anyone submitting plans and specifications and other submittals for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of, or the failure to approve or disapprove of, any plans and specifications. The approval of plans and specifications by the ARC shall not be deemed or construed as a representation or warranty of the ARC, Declarant, or any officer, director, member, employee, agent or affiliate of any of them (i) that Improvements constructed in accordance with such plans and specifications will comply with applicable zoning ordinances, building codes, or other governmental or quasi-governmental laws, ordinances, rules and regulations; or (ii) as to the structural soundness, quality, durability, suitability, fitness or proper functioning of Improvements constructed in accordance with such plans and specifications. Any responsibility or liability therefor is expressly hereby disclaimed. Every Owner who submits plans and specifications agrees to not bring any action or suit against Declarant, the ARC, or the officers, directors, members, employees, agents or affiliates of any of them, to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Declarant shall be the sole party responsible for the performance of Declarant's obligations under this Declaration, and no other person, firm or entity, including, without limitation, any entity affiliated with Declarant, shall have any obligation or liability for Declarant's obligations under this Declaration.

(j) **Vested Approvals.** Notwithstanding anything in this Declaration to the contrary, Declarant may provide vested approval(s) for certain floorplans and/or elevations submitted by an Owner and/or waive any review fees associated therewith. Once granted by Declarant, and provided that the applicable plans do not subsequently change, any such vested approval(s) shall be irrevocable and binding on the ARC as to any Building Site owned by Owner. Once a vested approval is granted by Declarant, and provided that the applicable plans do not subsequently change, an Owner shall not be obligated to obtain any other approvals from, or pay any fees to, the ARC.

4. Use Restrictions.

(a) The Property shall not be utilized for any of the following prohibited uses:

(1) Any manufacturing, distilling, refining, smelting, agricultural or mining operation, including any roadside stand for the display and sale of agricultural products, and any metal products foundries, blast furnaces, coke ovens or rolling mills.

(2) Any use which involves the raising, breeding, processing, boarding, maintaining, treating or slaughter of any livestock, swine, poultry or other animals. For avoidance of any doubt, the foregoing restriction shall not apply to household pets, provided such pets are (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on patios or terraces, (iii) not kept or maintained for commercial purposes or breeding, and (iv) generally, not a nuisance.

(3) Any use that emits noise that unreasonably disturbs occupants of the property adjacent to the Property, whether due to intermittence, beat, frequency, shrillness or loudness.

(4) Any use that creates strong, unusual or offensive odors, fumes, dust or vapors.

(5) Freight terminals or truck terminals.

(6) Junkyards, scrap metal yards, stock yard or storage yard and any use involving the storage of heavy equipment or storage or processing of wrecked or junked motor vehicles or other materials (including recycling operations).

(7) Mobile home park or trailer court.

(8) Jails, prisons, labor camps, penal, detention or correctional facilities or farms.

(9) Cemetery, mortuary, funeral home, crematorium or mausoleum.

(10) Dumping, disposing, incinerating or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors), and any landfills or hazardous waste disposal or storage facilities.

(11) Outdoor racetracks, raceways and drag strips.

(12) Massage parlors (other than first class therapeutic massage facilities offering massages by licensed professionals), topless night clubs, adult movie theater, adult video store, adult bookstore or similar adult-oriented business operations.

(13) Flea market, pawnshop; amusement park (other than on a temporary basis), carnival (other than on a temporary basis), bingo parlor, shooting gallery, gun club, shooting range, off-track betting parlor or other gambling establishment; tattoo parlor, body-piercing establishment, discotheque, or night club, video or game center, amusement center or arcade.

(14) Central laundry, dry cleaning plant or laundromat; provided, however, this restriction shall not be construed to prevent on-site pickup and delivery by consumers in connection with laundry or dry-cleaning businesses, provided that no on-site cleaning or processing activities are conducted on the Property.

(15) Warehouse and/or storage uses (excluding storage for retail purposes within the Property and incidental to any retail use conducted within the Property).

(16) Selling or leasing new or used automobiles, trucks, trailers or recreational vehicles; any automotive service or repair facility.

(17) Any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including, without limitation, any hashish pipe, waterpipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips.

(18) Veterinary clinic or kennel.

(19) Plasma and/or blood bank or donation facility.

(20) Drug or alcohol treatment facility or methadone clinic.

(b) **Right to Enter.** During reasonable business hours after at least one hour prior notice to the Owner, Declarant or its authorized agents, shall have the right to enter any Building Site, but not the insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Declarant or its agents must present themselves at the main office of the Owner on the Building Site or at such other comparable location at the Building Site, present appropriate identification or credentials to the Owner or the Owner's authorized representative prior to any further inspection of the Building Site, and, at the Owner's discretion, be accompanied by the Owner or the Owner's authorized representative during any such inspection. Any such entry shall constitute an authorized entry.

5. **Binding Effect.** Every person or entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable servitude upon each portion of the Property in favor of every other portion of the Property; shall create reciprocal rights and obligations between the respective Owners of any portion of the Property; and, as to the Owners, shall operate as covenants running with the land, for the benefit of the rest of the Property.

6. **Amendment.** This Agreement shall not be modified or amended in any respect except by a written instrument executed by Declarant. Notwithstanding the foregoing, the City Manager, to the extent permitted by a Resolution of Council, is authorized to amend this Agreement without Council approval pursuant to the terms stated therein.

7. **No Delay.** No delay or failure on the part of Declarant to invoke an available remedy with respect to a violation of any restriction contained in this Declaration shall be held to be a waiver by Declarant of any right available to it upon the recurrence or continuance of that violation or the occurrence of a different violation.

8. **Governing Law.** North Carolina law governs this Declaration.

9. **Enforcement.**

(a) **Responsibility of Owner.** Each Owner shall be responsible for compliance with the terms, provisions and conditions of this Declaration by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

(b) **Abatement and Suit.** Violation or breach of any restriction herein contained shall give to the Declarant and every Owner subject to this Declaration, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner from doing so, to cause said violation to be remedied, or to recover actual damages for said violation.

(c) **Deemed to Constitute a Nuisance.** Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the Declarant or by any Owner.

(d) **Attorney's Fees.** In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, the Declarant or ARC in any such proceeding shall be entitled to recover from the losing party against whom a final, unappealable order is issued the party's or parties' actual out of pocket costs and expenses including, but not limited to, its attorney's fees and expenses incurred in connection with or related to such proceeding in such amounts as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedies.

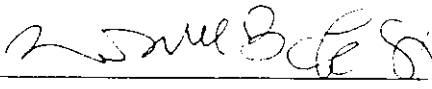
(e) **Failure to Enforce Not a Waiver of Rights.** The failure of the Declarant or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the Declarant for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

{Signature and Notary Acknowledgment Page Follows}

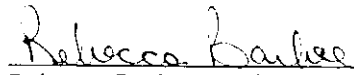
Declarant has caused this Declaration to be executed by its duly authorized officer as of the day and year first above written.



City of Kannapolis, North Carolina

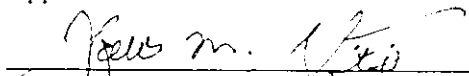
By: 
Michael B. Legg
City Manager

ATTEST:


Rebecca Barbee, Acting City Clerk

[CORPORATE SEAL]

Approved as to form:

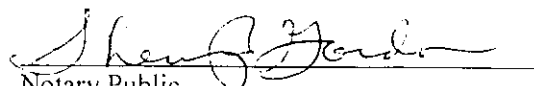

Walter M. Safrit II, City Attorney

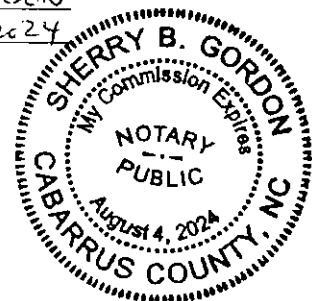
STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, Sherry Gordon, a Notary Public of the State and County aforesaid, certify that Rebecca Barbee personally came before me this day and acknowledged that she is Acting City Clerk of the City of Kannapolis, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its Acting City Clerk.

WITNESS my hand and official seal, this 31 day of January, 2020.


Notary Public
Printed Name: Sherry Gordon
My commission expires: 08/04/2024



Resolution #2020-03

**RESOLUTION APPROVING EXECUTION OF A
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, North Carolina General Statutes, Chapter 160A, Article 19, Part 8, authorizes municipalities to engage in appropriations and expend funds for community development programs and activities for restoration or preservation of blighted, deteriorated, undeveloped or inappropriately developed properties for sound community development and growth; and

WHEREAS, North Carolina municipalities are encouraged to acquire such properties for public purposes or community development projects with redevelopers for residential, recreational, commercial or other uses for the general benefit of its citizens; and

WHEREAS, the Kannapolis City Council adopted a Master Development for Downtown Kannapolis on July 25, 2016 setting forth a vision for the City's central business district with the intention to engage developers to create downtown development projects intended to achieve one or more of the goals contained in the Master Development Plan; and

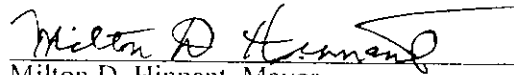
WHEREAS, the City has acquired real property in the central business district which the City Council desires to encumber with covenants, conditions and restrictions designed to encourage maintenance and development of property in a manner best suited to promote a proper and most desirable use of the property; and

WHEREAS, pursuant to and consistent with the provisions of North Carolina General Statutes 160A-457, 160A-457.3 and 158-7.1 the City Council desires to approve and record the attached Declaration of Covenants, Conditions and Restrictions to accomplish the goals stated herein.

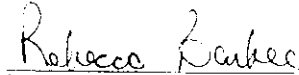
NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Covenants, Conditions and Restrictions attached hereto is hereby approved and adopted; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute and record in the Cabarrus Registry the Declaration on behalf of the City subject to the correction of clerical, typographical and other non-substantive changes, or modifications as may be necessary, desirable and consistent with the intent of this Resolution.

Adopted this the 27th day of January, 2020.


Milton D. Hinnant, Mayor

ATTEST:


Rebecca Barbee
Acting City Clerk

14465 0119

FILED ELECTRONICALLY
CABARRUS COUNTY NC
M. WAYNE NIXON

FILED	Sep 01, 2020
AT	04:31:00 PM
BOOK	14465
START PAGE	0119
END PAGE	0125
INSTRUMENT #	29488
EXCISE TAX	\$0.00

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100, Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Amendment") is made as of the 1 day of September, 2020 (the "Effective Date"), by the **CITY OF KANNAPOLIS**, a North Carolina municipal corporation (the "City").

RECITALS:

WHEREAS, Atlantic American Properties, Inc., a Delaware corporation (the "Declarant"), made and entered into that certain Declaration of Protective Covenants and Restrictions dated September 29, 1995 and recorded in Book 1495, Page 166 of the Cabarrus County Register of Deeds (the "Declaration"); and

WHEREAS, in accordance with Article V, Section 3 of the Declaration, City, as owner of the property on Exhibit A (the "City Property"), owns at least two-thirds (2/3) of the Lots subject to the Declaration and, therefore, desires to amend the Declaration as set forth herein, and any beneficiary (and the trustee thereof, if applicable) of any mortgage or deed of trust of record affecting the City Property has consented to this Amendment.

NOW, THEREFORE, the Declaration is hereby amended in accordance with the terms thereof as follows:

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100, Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Amendment") is made as of the 1 day of September, 2020 (the "Effective Date"), by the **CITY OF KANNAPOLIS**, a North Carolina municipal corporation (the "City").

RECITALS:

WHEREAS, Atlantic American Properties, Inc., a Delaware corporation (the "Declarant"), made and entered into that certain Declaration of Protective Covenants and Restrictions dated September 29, 1995 and recorded in Book 1495, Page 166 of the Cabarrus County Register of Deeds (the "Declaration"); and

WHEREAS, in accordance with Article V, Section 3 of the Declaration, City, as owner of the property on Exhibit A (the "City Property"), owns at least two-thirds (2/3) of the Lots subject to the Declaration and, therefore, desires to amend the Declaration as set forth herein, and any beneficiary (and the trustee thereof, if applicable) of any mortgage or deed of trust of record affecting the City Property has consented to this Amendment.

NOW, THEREFORE, the Declaration is hereby amended in accordance with the terms thereof as follows:

1. Incorporation by Reference. The recitals above are hereby incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

2. Property. Exhibit A to the Declaration is hereby amended by releasing the property described on Exhibit B attached hereto and incorporated herein (the "Released Property") from the scope and scheme of such Declaration. From and after the Effective Date, the Released Property shall no longer be encumbered or restricted by the Declaration.

3. Governing Law. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. This Amendment shall bind and run with the Property.

4. Miscellaneous. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the owners of the Property, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the City has caused this Amendment to be executed and delivered as of the day and year first above written.



CITY:

CITY OF KANNAPOLIS,
a North Carolina municipal corporation

By: Michael B. Legg
Name: Michael B. Legg
Title: City Manager

ATTEST:

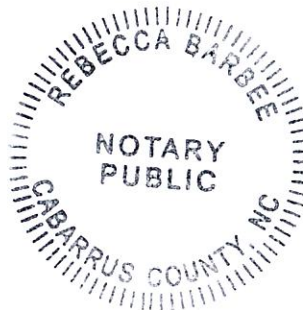
By: Bridgette Bell
Name: Bridgette Bell
Title: City Clerk

STATE OF North Carolina
COUNTY OF Cabarrus

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Bridgette Bell, personally appeared before me this day and acknowledged that s/he is the 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 its City Manager, sealed with its municipal seal and attested by her/him as its City Clerk.

Witness my hand and official seal, this the 1st day of September 2020.

Rebecca Barbée
Notary Public
Rebecca BARBEE
Print Name
My commission expires: 10/19/23



South Main Street Offices, Lot 2:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a 0.593 acre tract, and being part of Lots 1, 2 and an unnumbered area in Block "A", Kannapolis Subdivision S.W. Section 1, a map of which is recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina in Map Book 20, page 39, and being more particularly described as follows:

BEGINNING at a new iron pin on the south side of the property of Eddie B. Durham (Deed Book 524, page 23; Deed Book 568, page 494; and Deed Book 571, page 223), said beginning point lying two calls as follows from an existing drill hole at the northwest corner of the property of Durham: 1) S. 28-39-58 W. 133.39 feet to an existing iron rod, 2) S. 59-30-44 E. 187.34 feet to a new iron pin, being the point of beginning, and said beginning point lying S. 37-03-35 W. 5433.25 feet from N.C.G.S. Monument "Kannapolis" (N:643604.263 and E:1519642.418) and runs thence from said beginning point with the south side of Durham S. 59-30-44 E. 43.48 feet to a point in the west track of Southern Railroad; thence a line with said railroad S. 28-46-09 W. 131.22 feet to a point on the north side of East "C" Street; thence N. 62-46-31 W. 189.07 feet to a PK nail at the southwestern corner of Lot 1 in Block "A", Kannapolis Subdivision S.W. Section 1, Map Book 20, page 39; at the northeast intersection of East "C" Street and S. Main Street; thence with the east side of S. Main Street N. 28-39-58 E. 141.99 feet to an existing iron rod, the southwestern corner of said Durham property; thence with Eddie B. Durham property S. 59-30-44 E. 145.86 feet to the point of **BEGINNING**.

Loop Road Offices, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a portion of Block "A", KANNAPOLIS SUBDIVISION, S.W. Section VI, Map Book 20, page 6, and being more particularly described as follows:

BEGINNING at a new iron pin at the northeast corner of Lot 600 in the northwestern line of Lot 312, Block "A", Kannapolis Subdivision, S.W. Section VI (Map Book 20, page 6) and runs thence with the northeastern boundary of the property of Lot 600 and Lot 313, N. 24-40-05 W. 185.03 feet (passing a new iron pin at 177.23 feet) to a new drill hole on the south side of S. Juniper Street; thence with the S. Juniper Street right of way 4 calls as follows: 1) N. 65-06-30 E. 180.68 feet to a point; 2) S. 24-48-50 E. 9.30 feet to a new iron pin; 3) N. 65-11-10 E. 220.57 feet to a new iron pin; 4) S. 68-18-56 E. 39.18 feet to a new iron pin on the west side of Kannapolis Loop Road (said point having a tie line to an existing tack on the centerline intersection of Kannapolis Loop Road and S. Juniper Street N. 13-41-21 E. 64.26 feet) and runs thence with the west side of Kannapolis Loop Road S. 21-48-59 E. 240.00 feet to a new iron pin; thence S. 28-03-11 W. 33.78 feet to a new iron pin on the north side of the Pine Street right of way; thence with the Pine Street right of way 3 calls as follows: 1) S. 65-07-22 W. 118.15 feet to a point; 2) S. 24-52-38 E. 1.23 feet to a point; 3) S. 65-07-22 W. 235.66 feet to a new iron pin on the northeastern side of Lot 312; thence with the Lot 312 boundary N. 24-47-06 W. 62.66 feet to an existing iron rod; thence N. 46-13-04 W. 55.31 feet to a nail by an existing rod; thence S. 65-04-33 W. 15.25 feet to the point of **BEGINNING**.

Loop Road Offices, Lot 4:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a part of Lot 1, Block "A", part of Lots 1, 2, 3, 4 and an unnumbered area in Block "B" and a portion of the sixty (60) foot right of way for Mulberry Avenue withdrawn from dedication, KANNAPOLIS SUBDIVISION, S.W. Section V, Map Book 20, page 4, and being more particularly described as follows:

BEGINNING at a new drill hole on the south side of Vance Street, said point lying S. 40-03-20 E. 73.07 feet from a PK nail at the centerline intersection of Vance Street and Kannapolis Loop Road and runs thence with the south side of Vance Street S. 61-25-42 E. 219.27 feet to a point; thence S. 39-41-45 W. 343.70 feet (passing an existing iron pin at 33.66 feet) to an existing iron rod in Lot 1 of Block "A", Kannapolis Subdivision S.W. Section V (Map Book 20, page 4); thence N. 50-26-59 W. 191.25 feet to an existing iron rod on the east side of Kannapolis Loop Road; thence with the east side of Kannapolis Loop Road 4 calls as follows: 1) N. 35-12-26 E. 107.60 feet to a point; 2) thence with a curve to the left at a radius of 753.70 feet (having a chord bearing and distance of N. 34-09-33 E. 27.57 feet) for a distance of 27.57 feet to a point; 3) N. 33-17-20 E. 142.47 feet to a new iron pin; 4) N. 46-33-33 E. 25.77 feet to the point of **BEGINNING**.

EXHIBIT A

CITY PROPERTY

Oak Avenue, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being a 2.846 acre tract as shown on "Plat of Property of Atlantic American Properties, Inc." Original Survey by Mel G. Thompson and Associates, P.A. September 29th., 1993, plat prepared August 3rd., 1995 then revised September 18th., 1995 and being more particularly described as follows:

BEGINNING at a point in the centerline of Oak Avenue said point lying S. 61-29-26 E. 78.68 feet from an existing PK nail at the back of curb and runs thence from said beginning point with the Oak Avenue Mall boundary 5 calls as follows: 1) N. 61-29-26 W. 267.87 feet to a new iron pin (passing an existing PK nail at 78.68 feet); 2) N. 28-38-50 E. 89.73 feet to a new iron pin; 3) N. 40-50-02 W. 71.53 feet to an existing iron rod; 4) S. 51-49-13 W. 52.00 feet to a new iron pin; 5) N. 24-53-38 W. 223.60 feet to an existing iron rod in the back of the curb bordering S. Chestnut Street; thence with said street N. 65-07-58 E. 255.55 feet to a point in the centerline of West "A" Street; thence with West "A" Street 3 calls as follows: 1) S. 24-56-11 E. 216.87 feet to a point; 2) a curve to the left - Chord Bearing and distance of S. 42-42-57 E. 117.38 feet, Radius of 192.21 feet, Arc Length of 119.29 feet to a point; 3) S. 60-29-43 E. 98.32 feet to a point in the centerline intersection of West "A" St. with Oak Ave.; thence with the centerline of Oak Avenue S. 28-51-05 W. 236.96 feet to the point of BEGINNING.

South Main Street Offices, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being Lots 1 through 7, Block "D", KANNAPOLIS SUBDIVISION S.W. Section 1, a map of which is recorded in the Office of the Register of Deeds for Cabarrus County in Map Book 20, page 39, and being more particularly described as follows:

BEGINNING at a PK nail at the southwestern corner of the intersection of S. Main Street (U.S. Hwy 29-A) and Cabarrus Avenue, said beginning point lying N. 65-53-03 W. 45.23 feet from the northwestern corner of Lot 10, Block "C", KANNAPOLIS SUBDIVISION S.W. Section 1, Map Book 20, page 39, and runs thence with the west side of S. Main Street four calls as follows: 1) S. 20-09-11 W. 48.62 feet to a point; 2) S. 19-16-46 W. 71.30 feet to an existing iron rod; 3) S. 18-41-59 W. 68.79 feet to an existing iron rod; 4) S. 18-17-15 W. 101.89 feet to an existing PK nail at the northwestern intersection of S. Main Street and West "D" Street and runs thence with the north side of West "D" Street N. 51-35-22 W. 304.43 feet to an existing 1/2 inch iron rod; thence continuing with West "D" Street N. 51-38-12 W. 115.49 feet to a PK nail set at the northeast intersection of West "D" Street and West Avenue; thence with the east side of West Avenue N. 27-27-39 E. 215.72 feet to a PK nail at the southeastern intersection of West Avenue and Cabarrus Avenue; thence with the south side of Cabarrus Avenue S. 61-17-49 E. 369.33 feet to the point of BEGINNING.

EXHIBIT B

RELEASED PROPERTY

South Main Street Offices, Lot 1:

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina, and being Lots 1 through 7, Block "D", KANNAPOLIS SUBDIVISION S.W. Section 1, a map of which is recorded in the Office of the Register of Deeds for Cabarrus County in Map Book 20, page 39, and being more particularly described as follows:

BEGINNING at a PK nail at the southwestern corner of the intersection of S. Main Street (U.S. Hwy 29-A) and Cabarrus Avenue, said beginning point lying N. 65-53-03 W. 45.23 feet from the northwestern corner of Lot 10, Block "C", KANNAPOLIS SUBDIVISION S.W. Section 1, Map Book 20, page 39, and runs thence with the west side of S. Main Street four calls as follows: 1) S. 20-09-11 W. 48.62 feet to a point; 2) S. 19-16-46 W. 71.30 feet to an existing iron rod; 3) S. 18-41-59 W. 68.79 feet to an existing iron rod; 4) S. 18-17-15 W. 101.89 feet to an existing PK nail at the northwestern intersection of S. Main Street and West "D" Street and runs thence with the north side of West "D" Street N. 51-35-22 W. 304.43 feet to an existing 1/2 inch iron rod; thence continuing with West "D" Street N. 51-38-12 W. 115.49 feet to a PK nail set at the northeast intersection of West "D" Street and West Avenue; thence with the east side of West Avenue N. 27-27-39 E. 215.72 feet to a PK nail at the southeastern intersection of West Avenue and Cabarrus Avenue; thence with the south side of Cabarrus Avenue S. 61-17-49 E. 369.33 feet to the point of **BEGINNING**.

FILE COPY

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED Jan 15, 2016
AT 04:14 pm
BOOK 11753
START PAGE 0311
END PAGE 0324
INSTRUMENT # 01115
EXCISE TAX \$0.00
EBV

This instrument was prepared by,
and, when recorded, return to:

Gary W. Swindell, Esquire
Swindell & Bond, PLLC
227 West Trade Street, Suite 2030
Charlotte, North Carolina 28202

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

**SUPPLEMENTAL RELEASE OF
REAL PROPERTY FROM EFFECT OF
MASTER DECLARATION**

File City of Kannapolis

THIS SUPPLEMENTAL RELEASE OF REAL PROPERTY FROM EFFECT OF MASTER DECLARATION (the "Release") is made as of the 11th day of November, 2015 (the "Effective Date") by **CASTLE & COOKE NORTH CAROLINA, LLC**, a Delaware limited liability company ("CCNC"); **CASTLE & COOKE-NCRC PROPERTIES 1, LLC**, a North Carolina limited liability company ("Properties 1"); **CASTLE & COOKE-NCRC PROPERTIES 2, LLC**, a Delaware limited liability company ("Properties 2"); **CASTLE & COOKE-NCRC PROPERTIES 3, LLC**, a North Carolina limited liability company ("Properties 3"); **CASTLE & COOKE-NCRC PROPERTIES 4, LLC**, a Delaware limited liability company ("Properties 4"); **CASTLE & COOKE-NCRC PROPERTIES 5, LLC**, a Delaware limited liability company ("Properties 5"); **CASTLE & COOKE-NCRC PROPERTIES 6, LLC**, a Delaware limited liability company ("Properties 6"); **DAVID H. MURDOCK RESEARCH INSTITUTE**, a North Carolina not-for-profit corporation ("DHMRI"); and **CITY OF KANNAPOLIS**, a North Carolina municipal corporation (the "City") (CCNC, Properties 1, Properties 2, Properties 3, Properties 4, Properties 5, Properties 6, DHMRI and the City are sometimes individually referenced herein as an "Owner" and are sometimes collectively referenced herein as the "Owners").

RECITALS:

A. Owners are all of the current owners of the real property or condominium units, as applicable, within the North Carolina Research Campus, located in Cabarrus and Rowan Counties, North Carolina (the "Research Campus").

B. The portion of the Research Campus that is located in Cabarrus County, North Carolina is defined, delineated and otherwise encumbered by: (i) that certain Master Declaration of Covenants, Conditions and Restrictions, dated as of March 25, 2008 (the "Original Master Declaration"), and recorded on April 2, 2008 in Deed Book 8157, Page 291 of the Office of the Register of Deeds of Cabarrus County (the "Cabarrus Public Registry"); (ii) that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions, dated as of April 7, 2008 (the "First Supplement"), and recorded on April 16, 2008 in Deed Book 8183, Page 131 of the Cabarrus Public Registry; and (iii) that certain Second Supplement to Master Declaration of Covenants, Conditions and Restrictions, dated as of June 26, 2008 and recorded on June 27, 2008 in Deed Book 8314, Page 66 of the Cabarrus Public Registry (the "Second Supplement")(the Original Master Declaration, the First Supplement and the Second Supplement are collectively referenced herein as the "Master Declaration").

C. The Second Supplement incorporates into the Master Declaration that certain unimproved real property (the "First-Described Property") more fully described in Exhibit C to that certain Release of Real Property from Master Declaration (the "First Release"), which was recorded on October 1, 2015 (the "Recordation Date") in Book 11615, Page 162 of the Cabarrus County Public Registry.

D. The City recently acquired the First-Described Property from CCNC, using a legal description for the First-Described Property that, because of an updated survey, differed from the legal description for the First-Described Property (the real property description of the property so acquired by the City from CCNC is attached hereto as Exhibit D, which, by this reference, is made a part hereof and which, for purposes of this Release, is defined herein as the "City-Described Property").

E. In order to insure that all of the City-Described Property has been released from the lien, operation and effect of the Master Declaration, taking into account any non-material difference between the First-Described Property and the City-Described Property, the Owners have agreed to execute and record this Release.

NOW, THEREFORE, in consideration of the Recitals (which, by this reference, are hereby incorporated into the operative and enforceable provisions of this Release), the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Owners agree as follows:

1. Release. Effective as of the Recordation Date, the Owners agree to release, and by these presents do hereby release, the City-Described Property from the lien, operation and effect of the Master Declaration. The release set forth herein is intended to modify the Master Declaration in the manner described in Section 11.2 of the Original Master Declaration, and by execution hereof, each Owner confirms that the release does not materially alter the rights or obligations of such Owner under the Master Declaration.

2. Payment of Assessments. Effective as of the Effective Date, the Owners acknowledge and agree that the owner of the City-Described Property shall have no further obligation for payment of any assessments that may be due and payable pursuant to the Master Declaration and that no lien for payment of such assessments shall attach to the City-Described Property from and after the Recordation Date.

3. Recordation of Release. The Owners acknowledge and agree that this Release shall be recorded in the Cabarrus County Registry by the City promptly after full execution of this Release by all of the Owners.

4. Counterparts. The Owners agree that this Release may be executed in one or more counterparts, all of which shall constitute one instrument.

IN WITNESS WHEREOF, all of the Owners have executed and delivered this Release as of the Effective Date.

CASTLE & COOKE NORTH CAROLINA, LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 2, LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 4, LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 6, LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 1, LLC, a North Carolina limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 3, LLC, a North Carolina limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

CASTLE & COOKE-NCRC PROPERTIES 5, LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Ryan Gores
Title: VP, General Counsel, Secretary

By: [Signature]
Printed Name: Dean Pillion
Title: Vice President - Tax

DAVID H. MURDOCK RESEARCH INSTITUTE, a North Carolina not-for-profit corporation

By: [Signature]
Printed Name: JOHN CAVANACH
Title: INTERIM PRESIDENT, DHMRI

By: _____
Printed Name: _____
Title: _____

CONTINUATION OF SIGNATURES FOR RELEASE OF REAL PROPERTY FROM EFFECT OF
MASTER DECLARATION

CITY OF KANNAPOLIS,
a North Carolina municipal corporation

By: Michael B. Legg
Printed Name: Michael B. Legg
Title: City Manager

Notary Acknowledgment for Castle & Cooke North Carolina, LLC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

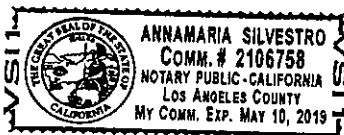
State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the
within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized
capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.



AS Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 1, LLC

ACKNOWLEDGMENT

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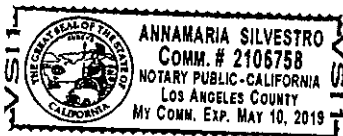
State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
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within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.



ASilvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 2, LLC

ACKNOWLEDGMENT

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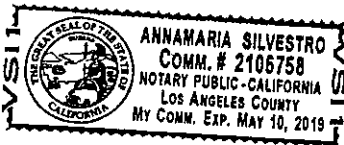
State of California)
) SS
County of Los Angeles)

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(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
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WITNESS my hand and official seal.



AS Silvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 3, LLC

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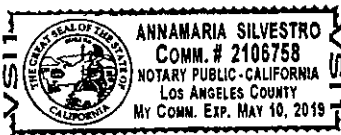
State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the
within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/~~her~~/their authorized
capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.



A. Silvestro
Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 4, LLC

ACKNOWLEDGMENT

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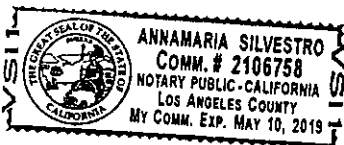
State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



AS Silvestro
Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 5, LLC

ACKNOWLEDGMENT

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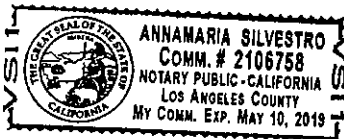
State of California)
) SS
County of Los Angeles)

On Nov. 11, 2015 before me, Annamaria Silvestro, Notary Public
(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



ASilvestro

Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for Castle & Cooke-NCRC Properties 6, LLC

ACKNOWLEDGMENT

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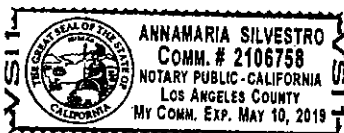
State of California)
) SS
County of Los Angeles)

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(insert name and title of the officer)

personally appeared Ryan Gores and Dean Pillion,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~~~they~~ executed the same in ~~his~~~~her~~~~their~~ authorized capacity(ies), and that by ~~his~~~~her~~~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



ASilvestro
Printed or Typed Name: Annamaria Silvestro, Notary Public

My commission expires: May 10, 2019

[Official Stamp/Seal]

Notary Acknowledgment for DAVID H. MURDOCK RESEARCH INSTITUTE
– a North Carolina not for profit organization

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina

County of Cabarrus

On December 2, 2015 before me, Nikki Chadwick, Notary Public the undersigned notary public, personally appeared John Cavanagh and proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

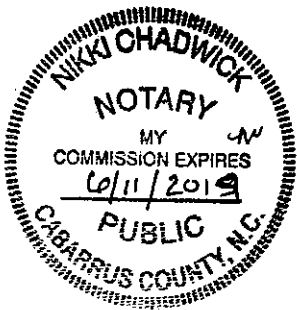
Subscribed and sworn to (or affirmed) before me, under penalties of perjury, this 2 day of Dec, 2015

WITNESS my hand and official seal.

Nikki Chadwick

NIKKI CHADWICK, Notary Public

My Commission Expires: June 11, 2019



[Official Stamp/Seal]

Notary Acknowledgment for City of Kannapolis

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael B. Legg, City Manager, City of Kannapolis
[here insert names of principals].

Date: 1/7/16

Rebecca Barber
Printed or Typed Name: Rebecca Barber
Notary Public

My commission expires: 10/19/18

[Official Stamp/Seal]

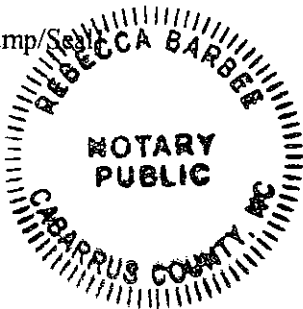


EXHIBIT D
To
Release of Real Property From Effect of Master Declaration

Description of Released Property

Lying and being in the City of Kannapolis, Cabarrus County, North Carolina and being more particularly described as follows:

Those three (3) certain tracts or parcels of land of Castle & Cooke North Carolina, LLC, described as follows: (i) Castle & Cooke North Carolina, LLC, MbK 56, Pages 19-23, Tract 11; (ii) Castle & Cooke North Carolina, LLC, 8453-206, pin #5614 50 7359; and (iii) Castle & Cooke North Carolina, LLC, pin # 5614 50 8304, all as shown on Recombination Plat Boundary Surveys, prepared by Mel G. Thompson & Associates, PA, recorded on July 24, 2015 in Map Book 68, Page 107, Cabarrus County Public Registry.

Downtown Businesses

- | | |
|---------------------------|-----------|
| ● Clothes and Accessories | ● Medical |
| ● Entertainment | ● Office |
| ● Food and Drinks | ● Service |
| ● Games | ● Unknown |
| ● General Retail | ● Vacant |

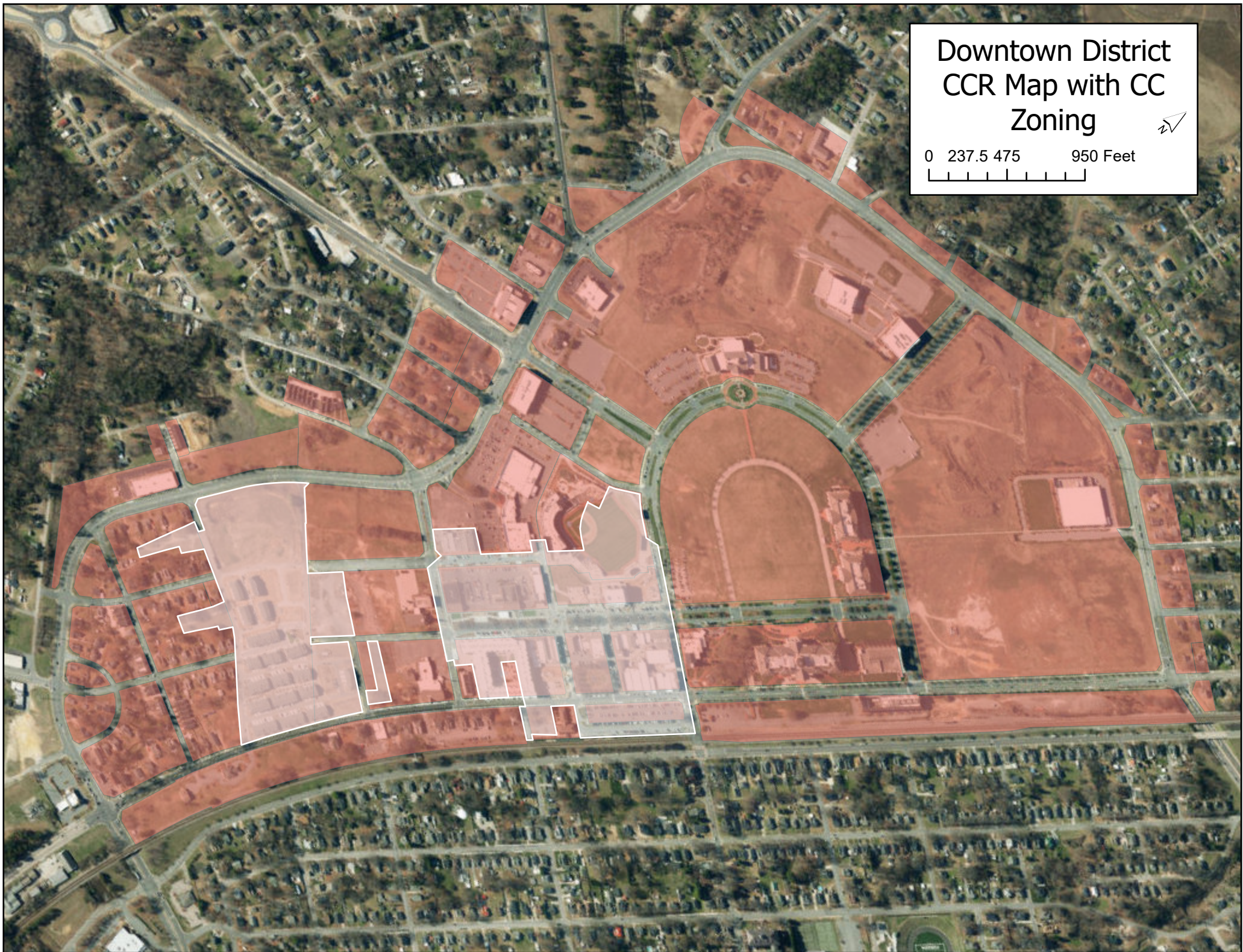
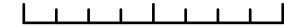


0 75 150 300 Feet

Downtown District CCR Map with CC Zoning



0 237.5 475 950 Feet





Kannapolis

Agenda Staff Report
August 11, 2025

To: Mayor and City Council

From: Alex Anderson, Director of Water Resources, Gerald Faulkner, Water Treatment Manager

Subject: **BID AWARD** - Kannapolis Dam Spillway Replacement Project **APPROVED**

Recommended Action Requested by City Council

Motion to award bid to Crowder Construction Company, Inc for the Kannapolis Lake Dam Spillway Replacement project and authorize the City Manager to execute the contract

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Kannapolis Lake Dam, owned and operated by the City of Kannapolis, was constructed in 1940 across Irish Buffalo Creek. It forms Kannapolis Lake, which serves as a municipal water supply. Located just north of W C Street and west of Pump Station Road, the dam is classified by NCDEQ Dam Safety as a Medium-sized, High Hazard structure (Inventory No. ROWAN-007). The earthen embankment includes a concrete auxiliary spillway on the right abutment and an intake tower that supplies water to the City's treatment plant downstream.

Over time, the existing concrete spillway has deteriorated and is slightly undersized for major storm events. To address these issues, it is recommended that the spillway be removed and replaced with a slightly wider, cast-in-place concrete structure featuring a labyrinth weir configuration and baffle blocks for improved flow capacity and long-term resiliency.

The Kannapolis Lake Dam Spillway Replacement Project includes demolition of the deteriorated spillway and construction of the new upgraded structure. Staff has prepared the project to ensure the necessary dam safety improvements are made.

It is important to note that this project will require the lowering of the lake level to a minimum of 3 feet below full pond during the duration of construction, which is estimated to be one year.

Authorization for the City Manager to negotiate and execute the contract is contingent upon the approval of a Preliminary Resolution related to the issuance of revenue bonds for the project. Staff recommends proceeding only if the resolution passes. The low bidder, Crowder Construction Company, Inc., submitted a bid of \$9,437,930.00 and has been deemed qualified by the City's consultant based on their experience with similar dam and spillway projects.

Company Name

Bid Price

Crowder Construction Company, Inc
Morgan Corp.

\$9,437,930.00
\$11,802,217.00

Sequoia Services, LLC	\$13,828,660.00
Thalle Construction Company, Inc.	\$12,650,290.00

The City has been issued a non-monetary penalty Notice of Deficiency from the NC Department of Environmental Quality on June 4, 2024, regarding the current spillway. In response, this project has been designed, permitted, and approved by NCDEQ to address all concerns. This project is necessary to correct the Notice of Deficiency.

Fiscal Implications

This recommendation to authorize the City Manager to negotiate and execute the contract is contingent upon the approval of the Resolution Authorizing a Preliminary Resolution Relating to the Issuance of Revenue Bonds for the Kannapolis Lake Dam Spillway Project. Staff recommends that this item be approved only if Preliminary Resolution for Issuance of Revenue Bonds passes.

Final execution of the contract will be contingent upon securing revenue bonds and amendment to the existing project budget is complete.

Alternate Courses of Action

1. **Motion to award bid to Crowder Construction Company, Inc for the Kannapolis Lake Dam Spillway Replacement project and authorize the City Manager to execute the contract (Recommended).**
2. Table action to a future meeting.
3. Take no action.

Attachments

1. Kannapolis Spillway Replacement Contract Award
2. Spillway Overview Image



T 336.274.9456

11A Oak Branch Drive / Greensboro, NC 27407

schnabel-eng.com

July 31, 2025

Mr. Alex Anderson
Director of Water Resources
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

**Subject: Construction Contract Award Recommendation
Kannapolis Lake Dam Spillway Replacement Project
Kannapolis, North Carolina**

Dear Mr. Anderson:

We have tabulated and reviewed the bids submitted on July 22, 2025, for the construction of the Kannapolis Lake Dam Spillway Replacement Project by prequalified bidders. Bids were submitted by Crowder Construction Company, Inc., Morgan Corp., Sequoia Services, LLC, and Thalle Construction Company, Inc. No mathematical or transcription errors were found in the bids. A summary of the total bid prices is included in the table below. Our certified bid tabulation is included as Attachment 1 to this letter. Also, a more detailed bid tabulation with all the bid items included is provided as Attachment 2 to this letter.

Company Name	Bid Price
Crowder Construction Company, Inc.	\$9,437,930.00
Morgan Corp.	\$11,802,217.00
Sequoia Services, LLC	\$13,828,660.00
Thalle Construction Company, Inc.	\$12,650,290.00

Based on our review of the contents of Crowder's bid, the bid is complete as required by the Project Manual dated June 10, 2025, including the bid form, bid security, evidence of authority to do business in the State of North Carolina, contractor licensing information, and schedule. Crowder submitted their qualifications and supporting data to demonstrate that they are qualified to perform this project in the prequalification phase where they were included among the prequalified bidders for the project. Crowder also provided documentation demonstrating good faith efforts to include minority business enterprises (MBEs) by claiming 85 points on the Affidavit A – Listing of Good Faith Efforts form and the intent to subcontract approximately 10% of the contract value to MBEs on the Identification of Minority Business Participation form. Crowder's included schedule also indicates that they plan to achieve substantial and final completion within the specified project times of 425 and 455 calendar days, respectively, of Notice to Proceed.

City of Kannapolis
Kannapolis Lake Dam Spillway Replacement Project

Based upon our review of the submitted bid packages, we consider Crowder to be the lowest responsible and qualified bidder. Therefore, we recommend the project be awarded to Crowder.

We have endeavored to prepare this letter in accordance with generally accepted engineering practice and make no warranties, either express or implied, as to the professional advice provided under the terms of our agreement and included in this letter.

We appreciate the opportunity to be of service for this project. Please contact us with any questions regarding this letter.

Sincerely,

SCHNABEL ENGINEERING SOUTH, PC



Samuel K. Kees, PE
Associate

SKK:GCR

Attachments:

- 1) Certified Bid Tabulation
- 2) Detailed Bid Tabulation

Bid Price	Company Name
\$2,437,000.00	Crowder Construction Company, Inc.
\$2,160,217.00	Midway Corp.
\$1,522,850.00	Stroms Building Co.
\$1,250,200.00	Telle Construction Company, Inc.

TABULATION OF BIDS

City of Kannapolis

Project Title: Kannapolis Lake Dam Spillway Replacement Project

Bid Time & Date: 3:00 PM, Tuesday, July 22, 2025

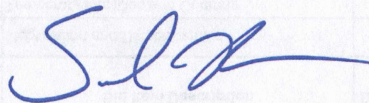
Location: City of Kannapolis City Hall

Bids Opened By: Samuel Kees, PE

Witnessed By: Alex Anderson

CONTRACTOR	N.C. LICENSE NO.	BID SECURITY	MBE	ADD #1	TOTAL BASE BID
Crowder Construction Company, Inc.	2104	Yes	Yes	Yes	\$9,437,930.00
Morgan Corp.	12289	Yes	Yes	Yes	\$11,802,217.00
Sequoia Services, LLC	77760	Yes	Yes	Yes	\$13,828,660.00
Thalle Construction Company, Inc.	35203	Yes	Yes	Yes	\$12,650,290.00

Definitions: ADD = addendum, MBE = minority business enterprise



THIS IS CERTIFIED TO BE A TRUE COPY OF BIDS RECEIVED



Engineer's Bid Tabulation

Project Name: Kannapolis Lake Dam Spillway Replacement
 Prepared By: Schnabel Engineering South, PC
 Bid Opening Date: 7/22/2025



Bid Tabulation				Crowder Construction Company, Inc.		Morgan Corp.		Sequoia Services, LLC		Thalle Construction Company, Inc.	
Bid Item	Bid Item Description	Bid Quantity	Bid Unit	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization and Demobilization	1	LS	\$ 470,000	\$ 470,000	\$ 398,100	\$ 398,100	\$ 555,000	\$ 555,000	\$ 1,160,000	\$ 1,160,000
2	Temporary Facilities and Controls	1	LS	\$ 78,510	\$ 78,510	\$ 718,190	\$ 718,190	\$ 880,200	\$ 880,200	\$ 630,500	\$ 630,500
3	Temporary Environmental Controls	1	LS	\$ 70,140	\$ 70,140	\$ 31,186	\$ 31,186	\$ 344,600	\$ 344,600	\$ 376,500	\$ 376,500
4	Erosion and Sediment Controls	1	LS	\$ 253,000	\$ 253,000	\$ 706,754	\$ 706,754	\$ 230,200	\$ 230,200	\$ 402,000	\$ 402,000
5	Surveying During Construction	1	LS	\$ 80,000	\$ 80,000	\$ 297,307	\$ 297,307	\$ 243,800	\$ 243,800	\$ 115,000	\$ 115,000
6	Final Construction Survey	1	LS	\$ 15,000	\$ 15,000	\$ 70,000	\$ 70,000	\$ 25,600	\$ 25,600	\$ 38,500	\$ 38,500
7	Contractor Quality Control	13	MO	\$ 316,000	\$ 316,000	\$ 343,392	\$ 343,392	\$ 402,100	\$ 402,100	\$ 155,000	\$ 155,000
8	Control of Water	1	LS	\$ 964,000	\$ 964,000	\$ 1,163,435	\$ 1,163,435	\$ 753,800	\$ 753,800	\$ 1,400,000	\$ 1,400,000
9	Structure Demolition	1	LS	\$ 186,000	\$ 186,000	\$ 420,574	\$ 420,574	\$ 258,100	\$ 258,100	\$ 230,000	\$ 230,000
10	General Excavation	4670	CY	\$ 193	\$ 901,310	\$ 25	\$ 116,750	\$ 40	\$ 186,800	\$ 13	\$ 60,710
11	Rock Excavation	7150	CY	\$ 183	\$ 1,308,450	\$ 160	\$ 1,144,000	\$ 160	\$ 1,144,000	\$ 190	\$ 1,358,500
12	Coarse Drainfill	610	CY	\$ 240	\$ 146,400	\$ 260	\$ 158,600	\$ 526	\$ 320,860	\$ 218	\$ 132,980
13	Fine Drainfill	300	CY	\$ 397	\$ 119,100	\$ 220	\$ 66,000	\$ 740	\$ 222,000	\$ 230	\$ 69,000
14	General Fill	5800	CY	\$ 65	\$ 377,000	\$ 60	\$ 348,000	\$ 58	\$ 336,400	\$ 46	\$ 266,800
15	Imported Earthfill	4350	CY	\$ 68	\$ 295,800	\$ 75	\$ 326,250	\$ 120	\$ 522,000	\$ 155	\$ 674,250
16	Concrete - Labyrinth Weir	1	LS	\$ 368,000	\$ 368,000	\$ 458,112	\$ 458,112	\$ 506,900	\$ 506,900	\$ 750,900	\$ 750,900
17	Concrete - Sidewalls	1	LS	\$ 852,000	\$ 852,000	\$ 1,906,426	\$ 1,906,426	\$ 2,090,000	\$ 2,090,000	\$ 1,495,000	\$ 1,495,000
18	Concrete - Slabs	1	LS	\$ 1,721,000	\$ 1,721,000	\$ 2,203,660	\$ 2,203,660	\$ 4,004,100	\$ 4,004,100	\$ 2,256,000	\$ 2,256,000
19	Concrete - Upstream Cutoff Wall	1	LS	\$ 89,320	\$ 89,320	\$ 149,130	\$ 149,130	\$ 99,800	\$ 99,800	\$ 125,000	\$ 125,000
20	Dental Concrete	25	CY	\$ 1,930	\$ 48,250	\$ 2,755	\$ 68,875	\$ 1,950	\$ 48,750	\$ 4,750	\$ 118,750
21	PVC Drain Pipes	1	LS	\$ 96,110	\$ 96,110	\$ 200,000	\$ 200,000	\$ 227,700	\$ 227,700	\$ 178,900	\$ 178,900
22	Clearing and Grubbing	1	LS	\$ 7,600	\$ 7,600	\$ 50,000	\$ 50,000	\$ 11,700	\$ 11,700	\$ 25,500	\$ 25,500
23	Riprap Erosion Protection - New Aggregate	1120	CY	\$ 188	\$ 210,560	\$ 115	\$ 128,800	\$ 111	\$ 124,320	\$ 175	\$ 196,000
24	Riprap Erosion Protection - Re-Used Aggregate	100	CY	\$ 152	\$ 15,200	\$ 60	\$ 6,000	\$ 55.4	\$ 5,540	\$ 140	\$ 14,000
25	Topsoil, Seeding and Mulching	1	LS	\$ 156,000	\$ 156,000	\$ 105,000	\$ 105,000	\$ 89,100	\$ 89,100	\$ 45,500	\$ 45,500
26	Auxiliary Spillway Outlet Works	1	LS	\$ 173,000	\$ 173,000	\$ 157,989	\$ 157,989	\$ 153,000	\$ 153,000	\$ 220,500	\$ 220,500
27	Fencing and Gates	1	LS	\$ 10,630	\$ 10,630	\$ 30,289	\$ 30,289	\$ 10,400	\$ 10,400	\$ 22,500	\$ 22,500
28	FRP Platform and Ladder	1	LS	\$ 85,360	\$ 85,360	\$ 28,477	\$ 28,477	\$ 27,190	\$ 27,190	\$ 45,500	\$ 45,500
29	Instrumentation	1	LS	\$ 24,190	\$ 24,190	\$ 921	\$ 921	\$ 4,700	\$ 4,700	\$ 86,500	\$ 86,500
				TOTAL:	\$ 9,437,930.00	TOTAL:	\$ 11,802,217.00	TOTAL:	\$ 13,828,660.00	TOTAL:	\$ 12,650,290.00

**UNIT DEFINITIONS: LS=Lump Sum, CY=Cubic Yards

ROY COOPER
Governor

MARY PENNY KELLEY
Secretary

WILLIAM E. TOBY VINSON, JR.
Interim Director



NORTH CAROLINA
Environmental Quality

NOTICE OF CONTINUING DEFICIENCY

September 18, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

7022 0410 0000 7794 9015

City of Kannapolis
Attention: M. Darrell Hinnant, Mayor
401 Laureate Way
Kannapolis, North Carolina 28081

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

7022 0410 0000 7794 9008

City of Kannapolis
Attention: Michael B. Legg, City Manager
401 Laureate Way
Kannapolis, North Carolina 28081

RE: Dam Name: Lake Kannapolis Dam
 State Dam ID: ROWAN-007
 Rowan County
 Hazard Potential Classification: High
 Most Recent EAP submittal date: March 1, 2019

Dear Sirs:

The "Dam Safety Law of 1967", as amended, provides for the certification and inspection of dams in the interest of public health, safety, and welfare, to reduce the risk of failure of dams, to prevent injuries to persons, damage to property, and to ensure the maintenance of stream flows.

Our records indicate that you are an owner and/or are responsible for the above-referenced dam, located off Pump Station Road. A Notice of Deficiency (NOD) dated June 4, 2024, was mailed and received by you on June 7, 2024. We received your responses dated June 17, 2024, and June 18, 2024, with a plan of action to address the deficiencies noted in the previous NOD. The June 18, 2024, "Notice of Deficiency Letter Response" indicated that a repair plan would be submitted to North Carolina Dam Safety for review at the end of June 2024. On June 26, 2024, the deadline for submittal of the repair plan was modified to "during the month of July 2024" via email from the Engineer, Sam Kees of Schnabel Engineering. On July 31, 2024, DEQ received a subsequent email from Mr. Kees indicating that the



North Carolina Department of Environmental Quality | Division of Energy, Mineral, and Land Resources
Mooresville Regional Office | 610 East Center Avenue, Suite 301 Mooresville, North Carolina 28115
704-235-2100

NOTICE OF CONTINUING DEFICIENCY

Kannapolis Lake Dam (ROWAN-007)

September 18, 2024

Page 2 of 2

repair plan would be submitted after comments from the City could be addressed and as of that date the final repair plan package had not yet been submitted to the City. **DEQ requires that the dam repair plan be submitted to North Carolina Dam Safety within 30 days of receiving this Notice of Continuing Deficiency.** Failing to do so will result in the deficiencies being reviewed for referral to the State Dam Safety Engineer for consideration of appropriate enforcement action, including but not limited to issuance of a civil penalty of up to \$500.00 per day of violation, and/or issuance of a Dam Safety Order requiring the repair or removal of this dam, and/or seeking injunctive relief. Please contact us as soon as possible at (704) 235-2147 to discuss your intended actions in this matter.

PLEASE NOTE: Notwithstanding any other statements, agreements, schedules or discussions to the contrary, as per N.C. Gen. Stat. § 143-215.32(c), if at any time the condition of any dam becomes so dangerous to the safety of life or property as not to permit sufficient time for issuance of a Dam Safety Order, DEMLR may immediately take such measures as may be essential to provide emergency protection to life and property, including the lowering of the level of a reservoir by releasing water impounded or the destruction in whole or in part of the dam or reservoir. Subsequently, DEMLR may recover the costs of such measures from the owner or owners by appropriate legal action.

Sincerely,

DocuSigned by:

Jerry W Eplin

4A35D6802B02438...

Jerry W. Eplin, PE
Regional Engineer
Land Quality Section

JWE

ec: State Dam Safety Engineer



North Carolina Department of Environmental Quality | Division of Energy, Mineral, and Land Resources
Mooresville Regional Office | 610 East Center Avenue, Suite 301 | Mooresville, North Carolina 28115
704-235-2100





Kannapolis

Agenda Staff Report
August 11, 2025

To: Mayor and City Council

From: Brian Roberts, Finance Director, Alex Anderson, Director of Water Resources, Kristin Jones, Budget and Strategy Director

Subject: **RESOLUTION** - Kannapolis Lake Dam Spillway Project Revenue Bonds. **APPROVED**

Recommended Action Requested by City Council

Approve the Preliminary Resolution authorizing issuance of Revenue Bonds for the Kannapolis Lake Dam Spillway Project.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Kannapolis Lake Dam Spillway Project was identified as part of the Water and Sewer Fund's Capital Improvement Plan. The initial estimate for the project's financing need was \$8,500,000. As a result of the bids, the financing estimate was raised to \$12,000,000 based upon the following costs: Base Bid \$9,440,000; Contingency \$969,000; Remaining Engineering \$962,500; City Reimbursement \$420,000; Cost of Issuance \$200,000; and Rounding \$8,500.

The City worked with its financial advisors (Davenport) and bond counsel (Parker Poe) on this debt issuance. The RFP was distributed for a direct bank loan on June 13, 2025 to over 50 National, Regional, and Local lending institutions to finance improvements to the spillway for financing up to \$8,500,000. Davenport reached out to the potential bidders to assess their interest in the financing and address any questions. Institutions were asked for proposals for a tax-exempt Revenue Bond with a 20-year term and two potential principal amortizations with principal beginning August 1, 2026 and August 1, 2027. The City received four proposals from the following banks: Capital One Public Funding, First National Bank, Huntington Bank, and Webster Bank N.A. The recommended financing is with Webster Bank who had the lowest rate at 4.54% for twenty years and allowed for the increase of financing not to exceed \$12,000,000 at the same rate.

Annual debt service payments with principal beginning August 1, 2026 will be \$204,300 in FY26; \$913,242 in FY27; and \$912,770 in FY28. Annual debt service payments with principal beginning August 1, 2027 will be \$204,300 in FY26; \$544,800 in FY27; and \$942,561 in FY28. In either option, the first debt service is interest only and due on February 1, 2026.

Staff requests that Council approve the attached Preliminary Resolution enabling the City to issue Water and Sewer Revenue Bonds in an amount not to exceed \$12,000,000 to finance the Dam Spillway Project.

Fiscal Implications

The City had previously budgeted debt service for this issuance as part of the FY26 budget. This debt issuance may impact future water and sewer rate increases.

Alternate Courses of Action

1. **Motion to approve a Preliminary Resolution authorizing the issuance of revenue bonds for the Kannapolis Lake Spillway Dam Project (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. Kannapolis, NC 2025 Revenue Bond Summary Memo
2. 2025-64 Initial Resolution - Kannapolis Water and Sewer Revenue Bonds

To City of Kannapolis, North Carolina
From Davenport & Company LLC
Date August 11, 2025
Subject Water & Sewer System Revenue Bond, Series 2025

Background

Davenport & Company LLC (“Davenport”), on behalf of the City of Kannapolis, NC (the “City”), distributed a Request for Proposals (“RFP”) to secure a commitment for a Direct Bank Loan evidenced by a Water & Sewer Revenue Bond to finance improvements to the Kannapolis Lake Dam Spillway, and pay related financing costs.

The RFP was distributed to over 50 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

The City requested interest rate proposals for a financing of up to \$8,500,000 for 20-year terms with Principal Payments beginning on August 1, 2026 and Principal payments beginning August 1, 2027 (1-year interest only during construction).

After construction bids were received for the Lake Dam Spillway it was determined the financing amount needed to increase to up to \$12,000,000 due to an increase in construction costs.

RFP Responses

Through this process, the City was able to secure four (4) responses to the RFP from the following institutions (listed alphabetically):

1. Capital One Public Funding (“COPF”)
2. First National Bank (“FNB”)
3. Huntington Bank (“Huntington”)
4. Webster Bank N.A. (“Webster Bank”)

Based on further discussions and analysis with the City, the remainder of this memo will only focus on proposals received from Capital One Public Funding and Webster Bank.

The following pages contain a summary of the key terms and conditions for the responses received.

August 11, 2025

Discussion Points

1. Interest Rate & Rate Lock Provisions – A summary of the interest rates proposed (and associated rate lock provisions) by the four bidders is outlined in Exhibit 1 below. The Webster Bank and COPF proposals were further analyzed by City Staff, Bond Counsel, and Davenport and determined to provide the most favorable combination of Debt Service Payments as well as Prepayment Provisions (as further described in Exhibit 2).

Exhibit 1: Summary of Interest Rates and Rate Lock Provisions

A	B		C	D	E	F
Lender	Interest Rate 20 Year (8/1/26 Principal)	Interest Rate 20 Year (8/1/27 Principal)	Interest Rate 25 Year (8/1/26 Principal)	Interest Rate 25 Year (8/1/27 Principal)	Bank Closing Costs	Rate Lock
1 Webster Bank	4.54%	4.54%	N/A	N/A	\$5,000	Rates locked through September 16, 2025 if the term sheet is accepted by August 12, 2025.
2 COPF	4.98%	5.04%	5.17%	5.19%	\$0	COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date. On such date (the "Lock Date"), the final interest rate on the Loan shall be determined by observing the then-yielding 10-year USD SOFR Overnight Indexed Swap (ticker USOSFR10 on Bloomberg, the "Benchmark Rate") and comparing it to its current yield of 3.82% (the "Base Date Rate"). If the USOSFR10 remains between 3.77% and 3.87% (the "collar"), there shall be no change to the quoted loan rates. For every basis point outside of the collar, the rate shall be adjusted up or down accordingly. If not accepted, the term sheet will expire August 12, 2025. Once accepted, the sheet shall expire September 12, 2025 if the transaction has not closed.
3 Huntington Bank	4.81%	4.81%	N/A	N/A	\$3,000	Rates locked through September 8, 2025 if the term sheet is accepted by July 15, 2025.
4 First National Bank ¹	N/A	N/A	4.37%	4.37%	\$5,000	Rate locked through closing on September 15, 2025.

*Indicative Rate and/or subject to change if not accepted or locked in accordance with the proposal.

¹ Proposal received after the deadline. Interest rate provided is fixed for the first 10 years and then reset based on the 5-year US Treasury +.70% each 5 year period for the remaining 10 year term.

2. Prepayment Provisions – Prepayment provisions offered by Webster and COPF are outlined below.

Exhibit 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Webster	Prepayable in whole or in part on any payment date from 8/1/2030 - 7/31/2031 at 102%, 8/1/2031 - 7/31/2032 at 101%, and at par thereafter.
COPF	20-year Option: Prepayable on or after 8/1/2034 at par on any date. 25-year Option: Prepayable on or after 8/1/2035 at par on any date.

August 11, 2025

3. Debt Service Comparison – a comparison of Webster Bank’s 20-year options and COPF 25-year options are provided below to provide perspective on Debt Service Payments.

Exhibit 3: Debt Serve Comparison

A	Webster Bank		Capital One Public Funding	
	B	C	D	E
1 Term	20 Years		25-years	
2 Call Provisions	8/1/2030 - 7/31/2031 at 102%, 8/1/2031 - 7/31/2032 at 101%, and at par thereafter.		Prepayable on or after 8/1/2035 at par on any date.	
3 Interest Rate	4.54%	4.54%	5.17%	5.19%
4 Sources of Funds				
5 Par Amount*	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
6 Total	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
7 Uses of Funds				
8 Project Fund / Contingency*	\$ 11,800,000	\$ 11,800,000	\$ 11,800,000	\$ 11,800,000
9 Cost of Issuance*	200,000	200,000	200,000	200,000
10 Total	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
11				
12 Closing Date*	9/16/2025	9/16/2025	9/16/2025	9/16/2025
13 First Interest Payment	2/1/2026	2/1/2026	2/1/2026	2/1/2026
14 First Principal Payment	8/1/2026	8/1/2027	8/1/2026	8/1/2027
15 Final Maturity	8/1/2045	8/1/2045	8/1/2050	8/1/2050
16 Debt Service*				
17 Fiscal Year				
18 2026	\$ 204,300	\$ 204,300	\$ 232,650	\$ 233,550
19 2027	913,242	544,800	855,170	622,800
20 2028	912,740	942,561	855,374	874,105
21 2029	912,444	942,652	854,907	874,351
22 2030	913,285	942,858	854,741	874,845
23 2031	913,219	942,155	854,825	874,561
24 2032	913,221	942,499	855,109	874,472
25 2033	913,248	942,822	855,539	874,526
26 2034	913,252	942,101	855,090	874,673
27 2035	913,190	942,290	854,736	873,885
28 2036	913,016	942,321	855,401	874,111
29 2037	912,684	942,149	855,031	874,273
30 2038	913,126	942,706	855,575	874,320
31 2039	912,297	942,923	854,982	874,198
32 2040	913,129	942,756	855,200	874,831
33 2041	912,553	942,159	855,152	874,167
34 2042	912,525	943,041	854,785	874,153
35 2043	912,953	942,334	855,022	874,685
36 2044	912,769	942,970	854,786	874,687
37 2045	912,905	942,858	854,998	874,106
38 2046	913,271	942,929	855,556	873,864
39 2047	-	-	855,383	873,858
40 2048	-	-	855,400	873,983
41 2049	-	-	855,503	874,136
42 2050	-	-	855,591	874,212
43 2051	-	-	855,559	874,109
44 Total	\$ 18,463,371	\$ 18,658,182	\$ 21,612,064	\$ 21,839,462
45 Diff. to Webster 20 Year (8/1/27 Principal)	\$ (194,811)	\$ -	\$ 2,953,882	\$ 3,181,279

* Preliminary and subject to change.

* Rates are indicative and subject to change. Refer to Rate Lock for more details.

August 11, 2025

Recommendation

Based upon our review of the proposals, related analyses, and discussions with City Staff/Bond Counsel, Davenport recommends that the City move forward with the Webster Bank 20-year proposal at an interest rate of 4.54% and Principal Payments beginning on August 1, 2027.

The Webster Bank proposal offers the lowest 20-year interest rate option and results in annual payments lower than prior planning estimates. The 20-year term provides lower total debt service than the 25-year term option and including 1-year of interest only provides a gradual increase in annual payments over three years with no difference in the interest rate. The Webster Bank proposals also maintains flexibility to pre-pay or refinance the loan prior to maturity.

Next Steps

August 11 th	City Council Meeting – City Council considers approval of winning lender and adopting a Preliminary Findings Resolution.
August 12 th	COPF and Webster Bank Term Sheet Acceptance Deadline
August 25 th	City Council Meeting – City Council considers adopting a Bond order and Bond Resolution
September 9 th	LGC Considers approving the financing
September 16 th	Close on the Financing.

August 11, 2025

Appendix

2025 Revenue Bond Bid Summary

City of Kannapolis, North Carolina



August 11, 2025

Bank Loan RFP Overview



- An RFP for a Direct Bank Loan financing for up to \$8,500,000 was distributed on June 13, 2025 to over 50 National, Regional and Local lending institutions to finance improvements to the Kannapolis Lake Dam Spillway.
- After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.
- Responding institutions were asked to provide proposals for a tax-exempt Revenue Bond with a 20 year term for two potential principal amortizations:
 - Principal payments beginning August 1, 2026
 - Principal payments beginning August 1, 2027 (1-year interest only during construction)
- The City received 4 proposals from the following banks:
 - Capital One Public Funding (“COPF”);
 - First National Bank (“FNB”);
 - Huntington Bank (“Huntington”)
 - Webster Bank N.A. (“Webster”).
- A summary of all proposals received is shown on the following page.

Summary of Interest Rates

Bank Proposals



A	B	C	20 Year Term		25 Year Term	
			D	E	F	G
Lender	Rate Lock	Call Provisions	First Principal Payment 8/1/2026	First Principal Payment 8/1/2027	First Principal Payment 8/1/2026	First Principal Payment 8/1/2027
1 Webster Bank	Rates locked through September 16, 2025 if the term sheet is accepted by August 12, 2025.	Prepayable in whole or in part on any payment date from 8/1/2030 - 7/31/2031 at 102%, 8/1/2031 - 7/31/2032 at 101%, and at par thereafter.	4.54%	4.54%	N/A	N/A
2 Huntington Bank	Rates locked through September 8, 2025 if the term sheet is accepted by July 15, 2025.	Prepayable in whole but not in part at 101% anytime before August 1, 2035 and at par thereafter.	4.81%	4.81%	N/A	N/A
3 Capital One	COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date. On such date (the "Lock Date"), the final interest rate on the Loan shall be determined by observing the then-yielding 10-year USD SOFR Overnight Indexed Swap (ticker USOSFR10 on Bloomberg, the "Benchmark Rate") and comparing it to its current yield of 3.82% (the "Base Date Rate"). If the USOSFR10 remains between 3.77% and 3.87% (the "collar"), there shall be no change to the quoted loan rates. For every basis point outside of the collar, the rate shall be adjusted up or down accordingly. If not accepted, the term sheet will expire August 12, 2025. Once accepted, the sheet shall expire September 12, 2025 if the transaction has not closed.	Option 1: Prepayable on or after 8/1/2034 at par on any date. Option 2: Prepayable on or after 8/1/2035 at par on any date.	Option 1: 4.98%	Option 2: 5.04%	Option 2: 5.17%	Option 2: 5.19%
4 First National Bank ¹	Rate locked through closing on September 15, 2025.	Prepayable in whole but not in part on any payment date without penalty.	N/A	N/A	4.37% ¹	4.37% ¹

* Interest rate is indicative and subject to change.

¹ Proposal received after the deadline. Interest rate provided is fixed for the first 10 years and then reset based on the 5-year US Treasury +.70% each 5 year period for the remaining 10 year term.

Summary of Webster & COPF Proposals

A	B	C	D	E	F	G
						
1 Term	20 Years (First Principal Payment 8/1/2026)	20 Years (First Principal Payment 8/1/2027)	20 Years (First Principal Payment 8/1/2026)	20 Years (First Principal Payment 8/1/2027)	25 Years (First Principal Payment 8/1/2026)	25 Years (First Principal Payment 8/1/2027)
2 Interest Rates	4.54%		Option 1: 4.98%	Option 2: 5.04%	Option 2: 5.17%	Option 2: 5.19%
3 Prepayment Language	Prepayable in whole or in part on any date from 8/1/2030 - 7/31/2031 at 102%, 8/1/2031 - 7/31/2032 at 101%, and at par thereafter. Partial prepayment may be made in the minimum amount of \$300,000, once per year, on any date, in inverse order.		Option 1: Prepayable on or after 8/1/2034 at par on any date. Option 2: Prepayable on or after 8/1/2035 at par on any date. Partial prepayment can be made in on any interest payment date in inverse order of maturity.			
4 Acceptance / Rate Expiration	Rates locked through September 12, 2025 if the term sheet is accepted by August 12, 2025. The Bank is comfortable with the Preliminary Findings Resolution being moved to the 8/12 meeting and being accepted based upon staff recommendation prior to official Board approval.		COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date. On such date (the "Lock Date"), the final interest rate on the Loan shall be determined by observing the then-yielding 10-year USD SOFR Overnight Indexed Swap (ticker USOSFR10 on Bloomberg, the "Benchmark Rate") and comparing it to its current yield of 3.82% (the "Base Date Rate"). If the USOSFR10 remains between 3.77% and 3.87% (the "collar"), there shall be no change to the quoted loan rates. For every basis point outside of the collar, the rate shall be adjusted up or down accordingly. If not accepted, the term sheet will expire August 12, 2025. Once accepted, the sheet shall expire September 12, 2025 if the transaction has not closed.			
5 Bank Fees	\$5,000		\$0			
6 Escrow/Project Fund Requirements	Proceeds will be disbursed to the Bond Trustee at closing. A brief requisition process is required.		Proceeds will be disbursed to the Bond Trustee at closing and no requisition process is required.			
7 Credit Approval	Pre-screened; Subject to Final Approval.		Subject to final internal committee approval.			
8 Lender's Counsel	Gilmore & Bell (Janelle Jackson & Jason Schurke)		Matt Davis (Pope Flynn LLC) - Subject to final conflict checks by COPF			
9 Other Considerations	-If the City is unable to close for any reason no fees or penalties will be owed by the City.		-If the City is unable to close for any reason no fees or penalties will be owed by the City.			

*Indicative and subject to change until proposal is accepted.

Debt Service Comparison

Webster & Capital One Public Funding



A	Webster Bank		Capital One Public Funding	
	B	C	D	E
1 Term	20 Years		25-years	
2 Call Provisions	8/1/2030 - 7/31/2031 at 102%, 8/1/2031 - 7/31/2032 at 101%, and at par thereafter.		Prepayable on or after 8/1/2035 at par on any date.	
3 Interest Rate	4.54%	4.54%	5.17%	5.19%
4 Sources of Funds				
5 Par Amount*	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
6 Total	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
7 Uses of Funds				
8 Project Fund / Contingency*	\$ 11,800,000	\$ 11,800,000	\$ 11,800,000	\$ 11,800,000
9 Cost of Issuance*	200,000	200,000	200,000	200,000
10 Total	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
11				
12 Closing Date*	9/16/2025	9/16/2025	9/16/2025	9/16/2025
13 First Interest Payment	2/1/2026	2/1/2026	2/1/2026	2/1/2026
14 First Principal Payment	8/1/2026	8/1/2027	8/1/2026	8/1/2027
15 Final Maturity	8/1/2045	8/1/2045	8/1/2050	8/1/2050
16 Debt Service*				
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18 2026	\$ 204,300	\$ 204,300	\$ 232,650	\$ 233,550
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36 2044	912,769	942,970	854,786	874,687
37 2045	912,905	942,858	854,998	874,106
38 2046	913,271	942,929	855,556	873,864
39 2047	-	-	855,383	873,858
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43 2051	-	-	855,559	874,109
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45 Diff. to Webster 20 Year (8/1/27 Principal)	\$ (194,811)	\$ -	\$ 2,953,882	\$ 3,181,279

* Preliminary and subject to change.

* Rates are indicative and subject to change. Refer to Rate Lock for more details.

Recommendation and Next Steps

Recommendation

- Based upon our review of the proposals, related analyses, and discussions with City Staff/Bond Counsel, Davenport recommends that the City move forward with the Webster Bank 20-year proposal at an interest rate of 4.54% and Principal Payments beginning on August 1, 2027.
 - The Webster Bank proposal offers the lowest 20-year interest rate option and results in annual payments lower than prior planning estimates. The 20-year term provides lower total debt service than the 25-year term option and including 1-year of interest only provides a gradual increase in annual payments over three years with no difference in the interest rate. The Webster Bank proposals also maintains flexibility to pre-pay or refinance the loan prior to maturity.

Next Steps

Date	Task
August 11 th (4:30pm)	▪ City Council Meeting – City Council considers approval of winning bidder – City Council considers adopting a Preliminary Findings Resolution
August 12 th	COPF and Webster Bank Term Sheet Acceptance Deadline
August 25 th (6:00pm)	▪ City Council Meeting – City council considers adopting a Bond order and Bond Resolution
September 9 th	LGC Considers approving the financing
September 16 th	Close on Financing

August 11, 2025

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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**A RESOLUTION DIRECTING THE APPLICATION TO THE
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF A WATER AND
SEWER SYSTEM REVENUE BOND AND CERTAIN RELATED MATTERS.**

WHEREAS, the City Council (the “*City Council*”) of the City of Kannapolis, North Carolina (the “*City*”) hereby determines that it is desirable to finance certain improvements to its water and sewer system (the “*Water and Sewer System*”); and

WHEREAS, City Council is considering the issuance of a Water and Sewer System Revenue Bond, Series 2025 (the “*2025 Bond*”), in a principal amount not to exceed \$12,000,000, to (1) finance the costs of extensions, additions and capital improvements to, the acquisition, renewal or replacement of capital assets of, and purchasing and installing new equipment for the City’s Water and Sewer System, including the replacement and improvements to the Kannapolis Lake Dam Spillway (the “*Projects*”) and (2) pay the costs of issuing the 2025 Bond; and

WHEREAS, the City has retained or will retain Parker Poe Adams & Bernstein LLP, as bond counsel for the 2025 Bond; Davenport & Company LLC, as financial advisor for the 2025 Bond; U.S. Bank Trust Company, National Association, as trustee for the 2025 Bond and Willdan Financial Services as feasibility consultant, collectively, the “*Financing Team*”; and

WHEREAS, the City has conducted a request for proposals from financial institutions to purchase the 2025 Bond and, based on such proposals, the City has selected Webster Bank, National Association (the “*Lender*”), as the purchaser of the 2025 Bond; and

WHEREAS, City Council directs the Finance Director, or his designee, to submit an application to the Local Government Commission of North Carolina (the “*Commission*”) for approval of the 2025 Bond, using the form prescribed by the Commission. Said application shall request the Commission approve: (a) the negotiated sale of the 2025 Bond to the Lender; and (b) the City’s use of the Financing Team in connection with the 2025 Bond issuance. The application shall include all required facts and exhibits pertaining to the 2025 Bond, the City, and its financial condition, as may be required by the Commission, and the Finance Director, or his designee, is further authorized to take any additional actions necessary for the issuance of the 2025 Bond.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the 2025 Bond is to be issued by the City for the purpose of providing funds to (1) finance the Projects and (2) pay the costs of issuing the 2025 Bond, all as will be set out in the documents attached to the City’s application to the Commission. The use of the proceeds of the 2025 Bond, as described, is necessary to meet the needs of the users of the Water and Sewer System and to assure that the Water and Sewer System remains in full compliance with all state and federal requirements for the provision of water and sewer services.

Section 2. That the Financing Team is hereby approved in connection with the issuance by the City of the 2025 Bond, and the Mayor, the City Manager, the Deputy City Manager, the Assistant City Manager, the Finance Director, the Deputy Finance Director, the City Attorney and their respective designees (collectively, the “*Authorized Officers*”), in consultation with the Commission, are each hereby authorized to retain other professionals as may be necessary and appropriate to carry out the intentions of City Council as set forth in this Resolution.

Section 3. That the Finance Director, or his designee, with advice from bond counsel and the financial advisor, is hereby authorized, directed and designated to file an application with the Commission for its approval of the issuance of the 2025 Bond.

Section 4. That the City Council finds and determines and asks the Commission to find and determine from the City's application and supporting documentation:

1. that the issuance of the 2025 Bond is necessary or expedient;
2. that the not to exceed stated principal amount of the 2025 Bond will be sufficient but is not excessive, when added to other money available to the Water and Sewer System, to finance the Projects;
3. that the Water and Sewer System as now constituted, and as it will be constituted after the completion of the Projects, is feasible;
4. that the City's debt management procedure and policies are good; and
5. that the 2025 Bond can be marketed at a reasonable interest cost to the City.

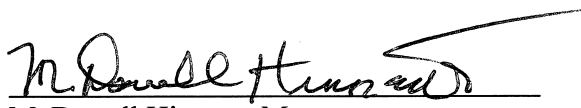
Section 5. That the City Council requests that the Commission sell the 2025 Bond through negotiation to the Lender on such terms as may be agreed on but at an interest rate not exceeding 4.54%.

Section 6. That the Authorized Officers, are each hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to complete the steps necessary for the issuance of the 2025 Bond. All acts and doings of the Authorized Officers that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the 2025 Bond shall be, and the same hereby are, in all respects approved and confirmed. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

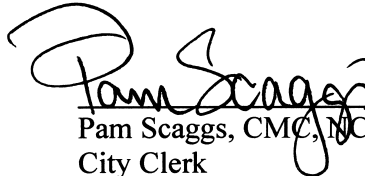
Section 7. That all resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. That this Resolution is effective on its adoption.

Adopted this 11th day of August 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:

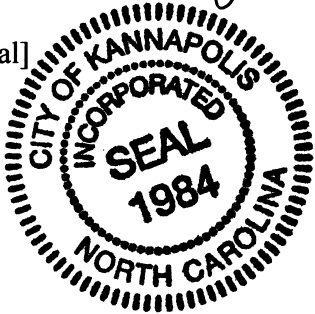

Pam Scaggs, CMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA)
) SS:
CITY OF KANNAPOLIS)

I, PAMELA S. SCAGGS, City Clerk of the City of Kannapolis, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KANNAPOLIS, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF A WATER AND SEWER SYSTEM REVENUE BOND AND CERTAIN RELATED MATTERS**” adopted by the City Council of the City of Kannapolis, North Carolina, at a meeting held on the 11th day of August, 2025.

WITNESS my hand and the corporate seal of the City of Kannapolis, North Carolina, this the 12 day of August, 2025.

[Seal]



A handwritten signature in cursive script, reading "Pam Scaggs", written over a horizontal line.

Pam Scaggs, CMC, MCCMC
City Clerk
City of Kannapolis, North Carolina



Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Andrew Kelly, City Attorney
Subject: **AGREEMENT** - Cross Easement for Downtown Block 1 **APPROVED**

Recommended Action Requested by City Council

Motion to authorize the City Manager to execute the Cross Easement Agreement for Downtown Block 1.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

When the City sold the majority of Downtown Block 1 in early 2022 as part of the City's revitalization effort, the sale included a commitment by both buyer and seller to establish a Cross Easement Agreement to govern the future use and maintenance responsibilities of the space behind the buildings. Block 1 is now split into three areas: the Gem Theater block (owned by the City) and the Main Street and West Avenue blocks (both privately owned). The 0.511-acre area between these three blocks is the Cross Easement Area, which is shared by the owners of all three blocks. The recorded plat and a more illustrative exhibit for this block and the Cross Easement Area is attached to this staff report.

The proposed Cross Easement Agreement:

1. Allows existing encroachments to remain (HVAC units, etc.)
2. Provides for ingress, egress and regress to and from the buildings.
3. Placement and maintenance of utilities.
4. Establishes repair and maintenance responsibilities (drainage, pavement, snow removal, etc.).
5. Establishes that, as long as the City owns the Gem Theater block, it will be responsible for coordinating the maintenance activities.
6. Provides that all three parties will participate in any future maintenance expenditures (17% City and 41.5% for each of the other two parties).

Fiscal Implications

None.

Alternate Courses of Action

1. **Motion to authorize the City Manager to execute the Cross Easement Agreement for Downtown Block 1 (Recommended)**
2. Table the action to a future meeting.

3. Take no action.

Attachments

1. Downtown Kannapolis Block 1 - Cross Easement Agreement
2. Block 1 Use Exhibit
3. Block 1 Plat Bk 91 Pg 75 - Apr 2022

Drawn by and return to:
Hamilton Stephens Steele + Martin, PLLC (GWS)
525 N. Tryon Street, Suite 1400
Charlotte, NC 28202

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT (the “Agreement”) is made effective as of _____, 2025 (“**Effective Date**”) by and between **THE CITY OF KANNAPOLIS**, a North Carolina municipal corporation (“**City**”), **KB1L1 LLC**, a North Carolina limited liability company (“**KB1L1**”), and **KB1L2 LLC**, a North Carolina limited liability company (“**KB1L2**”).

RECITALS

A. KB1L1 is the owner of a parcel of real property identified as Cabarrus County Tax Parcel No. 56136949870000 (“**Lot 1**”), which is more particularly described as follows: Being all of Lot 1, containing approximately 0.937 acres, as shown on the map entitled “Revised Plat of Recombination Plat for: Block One” recorded in Plat Book 91 at Page 75, a revision of the plat recorded in Plat Book 84, Page 66, in the Cabarrus County Public Registry (“**Plat**”).

B. KB1L2 is the owner of a parcel of real property identified as Cabarrus County Tax Parcel No. 56146030170000 (“**Lot 2**”), which is more particularly described as follows: Being all of Lot 2, containing approximately 0.575 acres, as shown on the Plat.

C. City is the owner of a parcel of real property identified as Cabarrus County Tax Parcel No. 56146041320000 (“**Lot 3**”), which is more particularly described as follows: Being all of Lot 3, containing approximately 0.306 acres, as shown on the Plat.

D. Lot 1, Lot 2, and Lot 3 are sometimes referred to individually as a “**Benefitted Lot**” and collectively as the “**Benefitted Lots.**” City, KB1L1, and KB1L2 are sometimes referred to

individually as a “**Benefitted Owner**” and collectively as the “**Benefitted Owners**” and shall include the successors and assigns thereof.

E. City is also the owner of a parcel of real property identified as Cabarrus County Tax Parcel No. 56146030930000 (“**Cross Easement Area**”), which is more particularly described as follows: Being all of that parcel of land identified as the “Future Cross Easement Area”, containing approximately 0.511 acres, as shown on the Plat.

F. Certain portions of the buildings located on the Benefitted Lots (each, a “**Building**”, and collectively, “**Buildings**”) are located within the Cross Easement Area, including, without limitation, stairs, landings, and fire escapes (such portions that are located within the Cross Easement Area as of the Effective Date are referred to herein as the “**Encroachments**”).

G. City, KB1L1, and KB1L2 desire to establish, for the benefit of Lot 1, Lot 2, and Lot 3, the permanent, non-exclusive easements described herein.

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

AGREEMENT

1. **Grant of Easements.** The City does hereby give, grant, and convey unto the Benefitted Owners, for the benefit of the Benefitted Lots, the following non-exclusive, perpetual easements over, upon, across, and under the Cross Easement Area:

- a. An encroachment easement for the sole purposes of (i) allowing the Encroachments to remain in place, and (ii) allowing the applicable Benefitted Owner to maintain, repair, and replace the Encroachments, as long as the area of encroachment is not materially enlarged.
- b. An easement for ingress, egress, and regress to and from the Buildings for the Benefitted Owners and their owners, employees, agents, contractors, licensees, and invitees for the sole purpose of pedestrian and vehicular access to and from the public rights-of-way currently known as West “A” Street and Laureate Way, as shown on the Plat. The foregoing access easement includes the right to access the Buildings to maintain, repair, and replace the Buildings or any portions thereof; provided, however, that the foregoing access easement does not authorize any encroachments into the Cross Easement Area other than the Encroachments.
- c. An easement for the construction, placement, operation, maintenance, repair, and replacement of utilities to serve the Benefitted Lots, provided that, prior to the exercise of said rights granted hereby, the Benefitted Lots shall obtain the approval of the City, not to be unreasonably withheld, and, with respect to the initial placement or replacement of the utilities, said location thereof shall be shown on an instrument satisfactory to the City and recorded in the Cabarrus County Public Registry. Notwithstanding the foregoing, nothing in this section shall be deemed to relieve the Benefitted Owners from an obligation to obtain a permit to exercise any of the rights conveyed hereby or the City’s exercise of governmental authority with respect thereto.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements, subject to the conditions and obligations stated herein, unto the parties herein, their successors and assigns in title forever; it being agreed that the rights, privileges, and easements and obligations hereby granted and contained herein are appurtenant to and run with title to the Benefitted Lots and are binding upon the Cross Easement Area.

2. **Maintenance/Repair.**

- a. The Benefitted Owners shall be jointly responsible for the maintenance, repair, and upkeep of the Cross Easement Area. Maintenance, repair, and upkeep, as used herein, shall include the following:
 - (i) Regular inspection of the Cross Easement Area;
 - (ii) Removal of debris, snow, ice, or other obstructions;
 - (iii) Repair of surface materials including asphalt, concrete, and automated gating; and
 - (iv) Drainage Maintenance and erosion control.
- b. The Benefitted Owners shall contribute to the maintenance, repair, and upkeep of the Cross Easement Area according to the following fixed percentages of responsibility:
 - (i) The fee owner of Lot 1, currently KB1L1, shall be responsible for forty-one and one-half percent (41.5%) of all maintenance costs;
 - (ii) The fee owner of Lot 2, currently KB1L2, shall be responsible for forty-one and one-half percent (41.5%) of all maintenance costs; and
 - (iii) The fee owner of Lot 3, currently the City, shall be responsible for seventeen percent (17%) of all maintenance costs.
- c. For so long as the City shall be the fee owner of Lot 3 and the Cross Easement Area, the City shall be solely responsible for performing or arranging all maintenance, repair, and upkeep of the Cross Easement Area. The City may provide written notice to the other Benefitted Owners of necessary maintenance, repair, or upkeep and collect therefrom proportionate contributions, as outlined hereinabove. Payment shall be made by each Benefitted owner within thirty (30) days of receipt of an invoice for completed maintenance, repair, or upkeep.
- d. At the time of the execution of the Agreement, it is understood that no known maintenance beyond basic housekeeping described herein is required to maintain the Cross Easement Area.
- e. Notwithstanding anything to the contrary contained herein, the rights conveyed hereby are subject to the City's right to install, maintain, and operate utilities in the Cross Easement Area.

3. **Damage/Indemnity.** Notwithstanding the foregoing, each Benefitted Owner, at its sole cost, shall be responsible for repairing any damage to the Cross Easement Area caused by such Benefitted Owner in the exercise of its rights under this Agreement. To the extent allowed by applicable law, each Benefitted Owner shall indemnify and hold the City harmless for any and all claims, causes of action, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to injury or death to persons or damage to property and arising out of or related to the applicable Benefitted Owner's exercise of its rights under this Agreement; provided, however, that the foregoing indemnification obligations shall not apply to matters arising solely from i) the gross negligence or willful misconduct of City, ii) the City's ownership of Lot 3, or iii) the City's use of the Cross Easement Area. Said obligations to indemnify and hold harmless shall survive termination of this Agreement.

No Benefitted Owner shall permit any lien to be filed on the Property. If any lien is filed on account of any work performed for a Benefitted Owner or any contractor or representative thereof, such Benefitted Owner shall cause such lien to be discharged of record within ten (10) days after receipt of notice of the filing of such lien and shall promptly provide evidence of the release of the lien to the City.

The Benefitted Owners shall occupy the Cross Easement Area at their own risk. City, its agents, employees, and officers shall not be liable and the other Benefitted Owners hereby release and waive all claims against the City, its officials, employees, and officers for personal injury, death, or property damage sustained by the respective Benefitted Owner, or any person claiming through such Benefitted Owner, and resulting from any fire, accident, weather, occurrence, or condition in or upon the Cross Easement Area.

KB1L1, and KB1L2, together with their successors and assigns and all of their subcontractors and agents accessing Cross Easement Area (collectively referred to as the "Required Parties" and individually as a "Required Party") in connection herewith, shall comply with the insurance requirements described hereinbelow during the term of this Agreement. In the event that such Required Party fails to maintain this required insurance, the City shall be entitled to relief from such Required Party to the fullest extent of the law, including the right to terminate the rights hereby conveyed to such Benefitted Owner. The Required Parties agree to purchase and maintain the following insurance coverage for the duration of the Agreement:

(i) **Commercial General Liability.** Insurance with a limit not less than \$1,000,000 per occurrence \$2,000,000 general aggregate on per occurrence form. The commercial general liability insurance requirement may be satisfied through a combination of primary commercial general liability and excess umbrella liability policies /aggregate;

(ii) **Workers' Compensation.** Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws and an Employers' Liability Insurance Policy with a \$500,000 per accident limit, \$500,000 disease per policy limit, and \$500,000 disease each employee limit; and

(iii) **Commercial Automobile Liability.** Insurance with a minimum combined single limit each accident of \$1,000,000 providing coverage for hired and non-owned vehicles utilized in the performance of services.

The insurance required by this Section shall name “City of Kannapolis, a North Carolina municipal corporation” as an additional insured to the Commercial General Liability and Automobile policies which shall be primary and not contributory to any other insurance that may be available to the City. The Required Parties shall provide City with a certificate of such insurance evidencing the satisfaction of the requirements hereof and containing a provision that City be given thirty (30) days prior written notice of any intent to amend (where such amendment would cause the coverage to satisfy the aforementioned requirements) or terminate such policy(ies) by either such Required Party or the insuring company. Furthermore, such policy(ies) shall name City as an additional insured and the same shall be evidenced by an additional insured endorsement. The City shall have the right to reasonably increase the policy limits required hereby. KB1L1, and KB1L2, on behalf of themselves and the Required Parties, waive all rights of subrogation against the City.

4. **Breach.** Failure of any party hereto to comply with the terms hereof shall constitute a breach of this Agreement. In the event of a breach of the terms hereof, the non-breaching parties may:

- a. Seek specific performance;
- b. Recover actual damages;
- c. Recover reasonable attorneys’ fees and costs incurred in enforcement; and
- d. Place a lien on the breaching party’s real property for unpaid maintenance contributions contemplated hereby.

5. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or oral agreement between them respecting the subject matter of this Agreement. There are no representations, agreements or understandings relating to the subject matter hereof that are not fully expressed or incorporated herein. The parties hereto agree that this Agreement shall be recorded in the Cabarrus County Public Registry. This Agreement may not be amended or modified except by written agreement signed by all the fee simple owners of the Benefitted Lots and the Cross Easement Area. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

[signatures and notary acknowledgments appear on the following pages]

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

City of Kannapolis, a North Carolina municipal corporation

By: _____

Name: _____

Title: _____

Attest:

[CORPORATE SEAL]

By: _____

Pam Scaggs, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

The undersigned Notary Public certifies that Pam Scaggs personally came before me this day and acknowledged that she is the City Clerk of the City of Kannapolis, and that by authority duly given and as the act of said City, the foregoing instrument was signed in its name by _____, its _____ City Manager, and attested by herself as its City Clerk.

WITNESS my hand and notarial stamp or seal, this _____ day of _____ 2025.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Affix Notarial Seal]

[Signature page continues on the next page]

KB1L1 LLC

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

The undersigned Notary Public certifies that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: _____, the _____ of KB1L1 LLC.

WITNESS my hand and notarial stamp or seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Affix Notarial Seal]

[Signature page continues on the next page]

KB1L2 LLC

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

The undersigned Notary Public certifies that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: _____, the _____ of KB1L2 LLC.

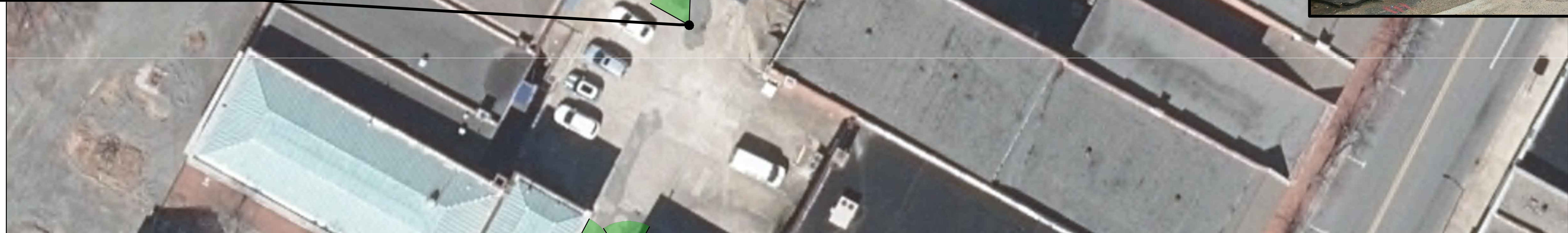
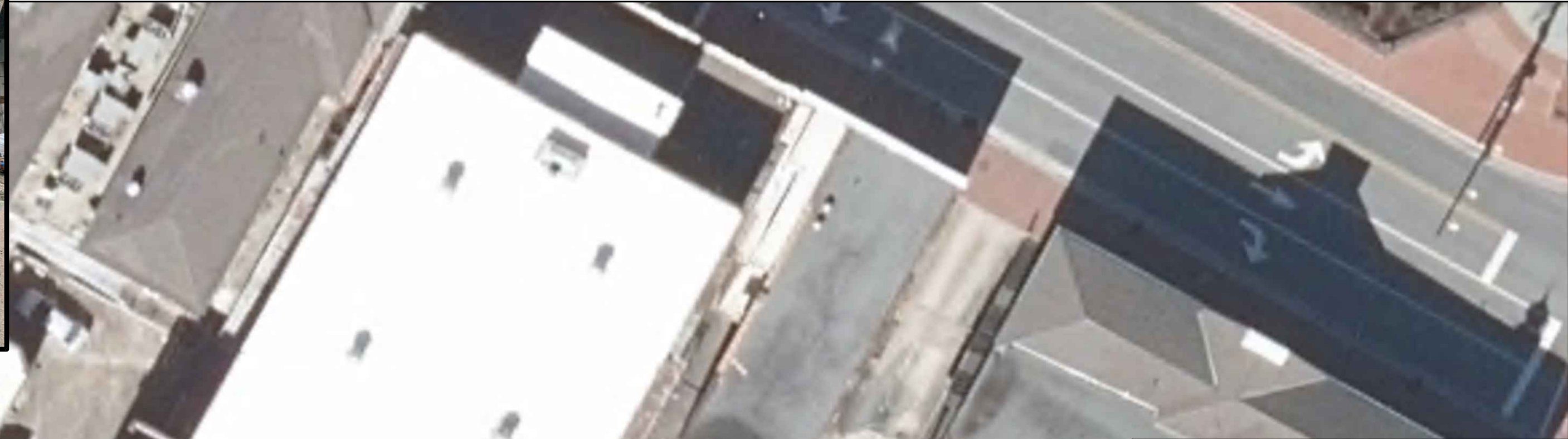
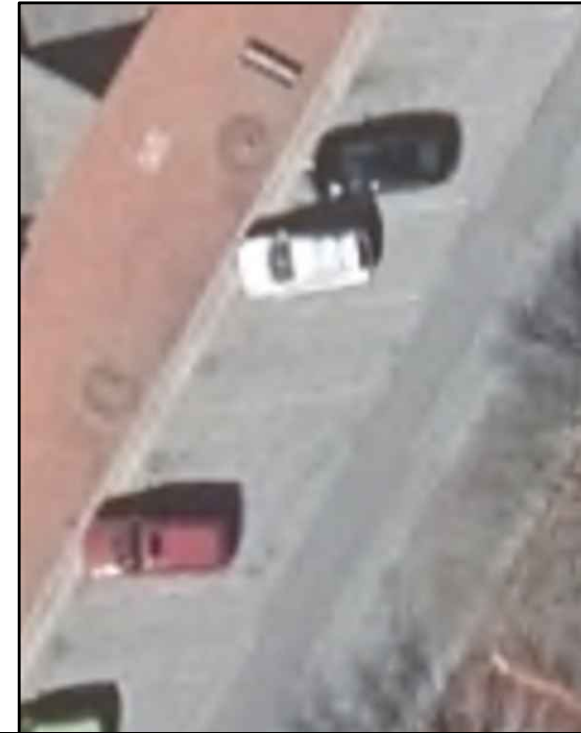
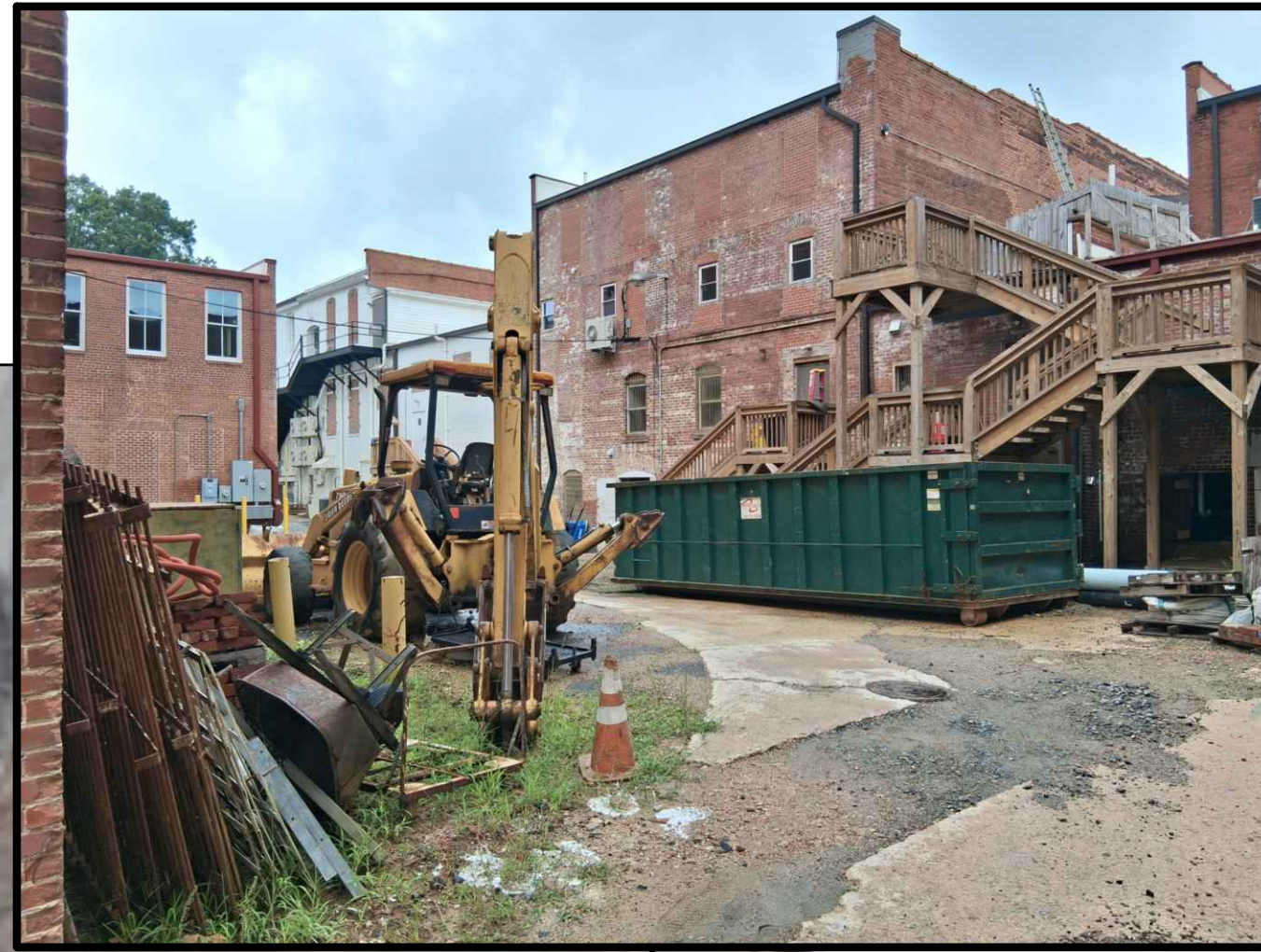
WITNESS my hand and notarial stamp or seal.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Affix Notarial Seal]



BK 91 PG 75

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM 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.

CITY OF KANNAPOLIS

MICHAEL B. LEGG

CITY MANAGER

4-7-22

DATE

PUBLIC UTILITY EASEMENT STATEMENT

ALL OPEN SPACE DEPICTED OR IDENTIFIED ON THIS PLAT SHALL BE SUBJECT TO AND ENCUMBERED BY A GENERAL PUBLIC UTILITY EASEMENT IN GROSS BENEFITING THE CITY OF KANNAPOLIS. THE CITY OF KANNAPOLIS, ITS AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS SHALL HAVE THE RIGHT OF INGRESS, EGRESS, AND REGRESS OVER AND UPON ANY PROPERTY DESIGNATED ON THIS PLAT AS OPEN SPACE FOR THE PURPOSES OF LOCATING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSPECTING, OPERATING, EXTENDING, MAINTAINING, AND OTHERWISE KEEPING OPEN AND IN GOOD REPAIR ANY PUBLIC MUNICIPAL UTILITY INCLUDING, BUT NOT LIMITED TO, WATER SYSTEMS, SANITARY SEWER SYSTEMS, AND PUBLIC STORMWATER SYSTEMS.

PLAT REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA,
COUNTY OF CABARRUS

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

04/07/2022

Greg Belk (POG)

DATE

REVIEW OFFICER

CERTIFICATE OF EXEMPTION

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 160B-376(A).

PLANNING DIRECTOR

4/7/22

DATE

THIS PLAT SUPERSEDES THE PLAT PREVIOUSLY RECORDED AS PLAT BOOK 84 PAGE 66 IN THE CABARRUS COUNTY REGISTER OF DEEDS AS FILED ON JUNE 12, 2020 AT 11:25 A.M.

THE PURPOSE OF THIS PLAT IS TO RECOMBINE EXISTING PARCELS AND TO CREATE TWO (2) PARCELS.

NOTES

- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES AND ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
- ALL AREAS HAVE BEEN COMPUTED BY THE COORDINATE GEOMETRY METHOD.
- THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON N.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE NORTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENTS: "NCRR CB M350 1".
N: 636,293.46
E: 1,515,528.30
- THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE INVERSE OF A COMBINED GRID FACTOR OF 0.99984790 AT THE LOCATION OF N(7) 639,773.839' U.S. FT., E(4) 1,516,449.729' U.S. FT.
- TOTAL PLATTED AREA OF SURVEY IS 101,456.67 SQUARE FEET OR 2.33 ACRES.
- THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.
- THIS PROPERTY IS SUBJECT TO THE MAINTENANCE OF ANY PUBLIC UTILITIES AND TO ANY RIGHTS-OF-WAY, EASEMENTS, OR AGREEMENTS OF RECORD PRIOR TO OR AT TIME OF SURVEY.
- CURRENT ZONING PER CITY OF KANNAPOLIS IS CENTER CITY DISTRICT (CC). SEE ZONING NOTE FOR DIMENSIONAL STANDARDS.
- THE PROPERTY HAS DIRECT PEDESTRIAN ACCESS TO WEST AVENUE, A DEDICATED PUBLIC STREET OR HIGHWAY, TO WEST 1ST STREET (LAUREATE WAY), A DEDICATED PUBLIC STREET OR HIGHWAY, TO WEST "A" STREET, A DEDICATED PUBLIC STREET OR HIGHWAY AND TO SOUTH MAIN STREET, A DEDICATED PUBLIC STREET OR HIGHWAY.
- SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 3710561400K, WITH A DATE OF IDENTIFICATION OF NOVEMBER 16, 2018, FOR COMMUNITY PANEL NO. 5613, IN CABARRUS COUNTY, STATE OF NORTH CAROLINA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

FILED Apr 07, 2022 04:25 pm
BOOK 00091
PAGE 0075 THRU 0075
INSTRUMENT # 11803
EXCISE TAX \$0.00

NGS MONUMENT
NCRR CB M350 1
N.C. GRID COORDINATES
N: 636,293.46
E: 1,515,528.30

MAP NOT VALID
WITHOUT BOTH SHEETS

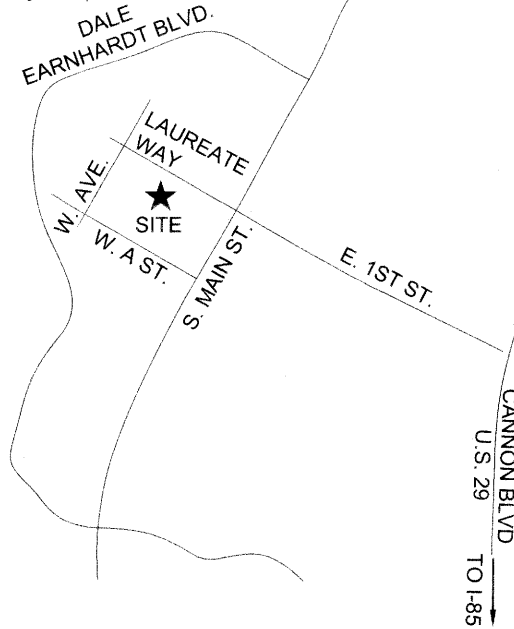
GRAPHIC SCALE



(IN FEET)
1 INCH = 40 FT.

N.C. GRID NORTH N.A.D. 83
(N.S.R.S. 2011)

Vicinity Map: NOT TO SCALE



LEGEND

- N.G.S. MONUMENT
- EXISTING IRON ROD (EIR)
- EXISTING MAGNETIC NAIL FOUND
- ADJOINER PROPERTY

ZONING:

PER CITY OF KANNAPOLIS, NORTH CAROLINA, THE PROPERTY IS
ZONED CITY CENTER DISTRICT (CC):

PER CITY OF KANNAPOLIS UNIFIED DEVELOPMENT ORDINANCE:

TABLE 4.7-1 DIMENSIONAL AND DENSITY STANDARDS
NO BUILDING SETBACK REQUIREMENTS LISTED

PER CITY OF KANNAPOLIS UNIFIED DEVELOPMENT ORDINANCE:

ARTICLE 11 SECTION 11.5.1.5
"NO BUILDING SETBACKS ARE REQUIRED FOR LOTS IN THE CC DISTRICT, EXCEPT THAT A MINIMUM 10' BUILDING SETBACK SHALL BE MAINTAINED FROM THE DALE EARNHARDT BLVD./LOOP ROAD."

Revisions:	No.	Date	Description
	1	02-04-20	LOT 2 BUILDING DIVISION
	2	02-13-20	CITY COMMENTS
	3	03-05-20	CLIENT COMMENTS
	4	04-09-20	ATTORNEY COMMENTS
	5	05-28-20	ATTORNEY COMMENTS
	6	06-05-20	ATTORNEY COMMENTS
	7	06-09-20	ATTORNEY COMMENTS
	8	03-14-22	ATTORNEY COMMENTS
	9	03-16-22	REVISED PLAT COMMENT
	10	03-21-22	ADDRESS COMMENT
	11	04-05-22	UPDATE PLAT PER ATTORNE
ADDRESS:			101 WEST AVENUE KANNAPOLIS, NC 28081

Title:

REVISED PLAT OF
RECOMBINATION
PLAT FOR:
BLOCK ONE

CITY OF KANNAPOLIS

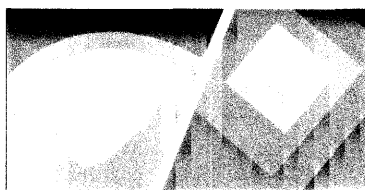
TOWNSHIP 4, CITY OF KANNAPOLIS

CABARRUS COUNTY, NORTH CAROLINA

DATE: 01-03-2020

SCALE: 1" = 40'

SHEET 1 OF 2



STEWART

101 N. TRYON ST., STE 1400
CHARLOTTE, NC 28202
770.909.3536
DRAWN BY: KAG
CHECKED BY: WSH

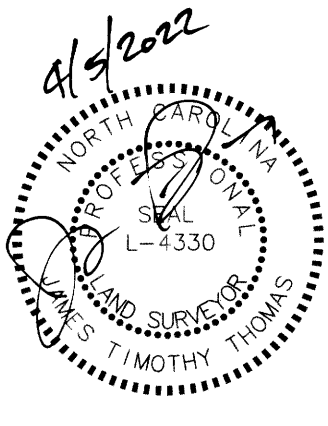
FIRM LICENSE #: C-1051
www.stewartinc.com
PROJECT #: G19194.04

SURVEYOR CERTIFICATE

I, J. TIMOTHY THOMAS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED HEREON; THAT THE RATION OF PRECISION AS CALCULATED IS GREATER THAN 1:10,000; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 5TH DAY OF APRIL, 2022.

J. TIMOTHY THOMAS, PLS L-4430

DATE





Kannapolis
Agenda Staff Report
August 11, 2025

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **RESOLUTION** - Requesting the Naming of the Rogers Lake Road Bridge in honor of Linda P. Johnson **APPROVED**

Recommended Action Requested by City Council

Motion to approve resolution requesting the naming of the Rogers Lake Road Bridge as Linda P. Johnson Memorial Bridge

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Several months ago, the idea of naming something in the City to honor former Kannapolis resident and State Representative Linda P. Johnson was suggested. Several potential ideas were discussed. The general idea was also supported by State Senator Carl Ford, the only remaining member of the local delegation to the NC General Assembly who served with Linda. Since that time, the idea of choosing Rogers Lake Road Bridge was suggested and discussed with the family of Linda Johnson. Emerging from that discussion was a proposal to honor her with the naming of the new Rogers Lake Road Bridge, which is currently under construction.

The attached resolution provides a brief background of Linda Johnson and her significant contributions, not only to Kannapolis but to the State of North Carolina. The resolution requests that the NC Department of Transportation name the bridge the "Linda P. Johnson Memorial Bridge."

Fiscal Implications

It is estimated that the City would be responsible for about \$2,000 in sign costs. NCDOT would manufacture and install the signage.

Alternate Courses of Action

1. **Motion to approve resolution requesting the naming of the new Rogers Lake Road Bridge as the Linda P. Johnson Memorial Bridge (Recommended).**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. 2025-65 Resolution - Requesting the Naming of the Rogers Lake Road Bridge in honor of Linda Johnson

**RESOLUTION REQUESTING CONSIDERATION OF THE NAMING OF THE NEW
ROGERS LAKE ROAD BRIDGE AS THE LINDA P. JOHNSON MEMORIAL BRIDGE**

WHEREAS, Linda Kay Pennell Johnson was born May 2, 1945, in Cabarrus County, daughter of the late Donald and Ruth Smith Pennell; and

WHEREAS, Linda was a graduate of A. L. Brown High School Class of 1963, where she played varsity basketball and was a cheerleader; and

WHEREAS, Linda was a great supporter and advocate for the Dixie Youth Baseball program in Kannapolis and many other community endeavors; and

WHEREAS, Linda served eight years on the Kannapolis School Board prior to her election to the North Carolina House of Representatives in 2000. She was a lifelong advocate for K-12 education and was dubbed as the "Education Legislator;" and

WHEREAS, Linda was known as one of the most influential and respected members of the North Carolina General Assembly, serving as senior appropriations chair and co-chair of the joint education oversight committee; and

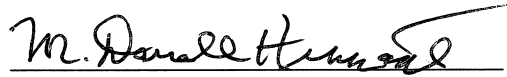
WHEREAS, Linda was instrumental in the creation and development of the North Carolina Research Campus in Kannapolis; and

WHEREAS, Linda represented House District 82 and was serving her tenth term in office at the time of her passing in February 2020. She was known for being a selfless public servant, role model, advocate, mentor, and fighter for her constituents; and

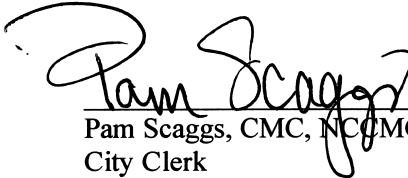
WHEREAS, the City of Kannapolis would like to continue to honor Linda well into the future; and

NOW, THEREFORE BE IT RESOLVED that the City Council of Kannapolis, North Carolina requests that the North Carolina Department of Transportation consider naming the new Rogers Lake Road Bridge as the "Linda P. Johnson Memorial Bridge."

Adopted this the 11th day of August 2025.


M. Darrell Hinnant, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk