



**CITY COUNCIL
CITY COUNCIL MEETING
AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
APRIL 13, 2026
6:00 PM**

Please Turn off Cell Phones or Place on Silent Mode.

APPROVED MINUTES

A. April 13, 2026 (Pam Scaggs, City Clerk)

CALL TO ORDER AND WELCOME

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

SPEAKERS FROM THE FLOOR

PROCLAMATIONS AND RECOGNITIONS

- A. **PROCLAMATION** - Telecommunicator Week April 12 - 18, 2026 (Dianne Berry, Council Member)
- B. **PROCLAMATION** - National Lineworker Appreciation Day April 18, 2026 (Jeanne Dixon, Council Member)
- C. **PROCLAMATION** - National Infertility Awareness Week April 20-26, 2026 (Naomi Hatchell, Council Member)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **ORDINANCE** - Budget Amendment #26-34 appropriating Department of Justice grant funds to purchase a digital investigation management tool. **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager)
- B. **FIRST READING TA-2026-01**: Kannapolis Development Ordinance (KDO) Text Amendments to several sections. **RECEIVED** (Richard Smith, Planning Director)
- C. **ORDINANCE** - Budget Amendment #26-35 Appropriating Grant Funds for Improving Access to Healthy Food and Physical Activity. **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager, Irene Wong, Economic & Community Development Director)

- D. **RESOLUTION** - In support of the Kannapolis/Landis Joint Wastewater Treatment Plant. **UNANIMOUSLY APPROVED** (Wilmer Melton, City Manager)
- E. **MINUTES:** February 21, 2026 (Retreat Day 2) and March 23, 2026. **UNANIMOUSLY APPROVED** (Pam Scaggs, City Clerk)

BUSINESS AGENDA

- A. **RESOLUTION** - Requesting the Honorary Designation of the Lane Street/Interstate 85 bridge in honor of Police Officer Roger Dale Carter. **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)
- B. **PUBLIC HEARING** - Voluntary Annexation (A-2026-04) 109.166 +/- acres of noncontiguous property located at 6304 and 6320 Mooresville Road, and 6165 Pagemont Road. **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)
- C. **PRESENTATION** - Water and Sewer Master Plan Presentation. **RECEIVED** (Alex Anderson, Director of Water Resources, Kristin Jones, Assistant City Manager, Brian Roberts, Finance Director)
- D. **DISCUSSION** - Utility Connections Outside the Corporate Limits of the City **RECEIVED** (Richard Smith, Planning Director)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

CLOSED SESSION

N.C.G.S. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege (Councilmember 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.

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CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
Work Session
April 13, 2026

A meeting of the Kannapolis City Council was held on Monday, April 13, 2026, at 6:00 PM, Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Council Members: Doug Wilson, Mayor
 Darrell Jackson
 Dianne Berry
 Isaiah Payne
 Jeanne Dixon
 Naomi Hatchell

Council Members Absent: Ryan Dayvault, Mayor Pro Tem

City Manager: Wilmer Melton

Assistant City Manager: Kristin Jones

City Attorney: Andrew Kelly

Staff Present: Michael Dodge Kirk Beard
 Tony Eury David Jordan
 Richard Smith Gerald Faulkner
 Brett Mann Terry Spry
 Suzanne Burgess Brian Roberts
 Betsy Barnette Alex Anderson
 Kristin Jones Michael Rattler

Visitors Present: Lottie Forney Joe Hatley
 Darrell Hinnant Pam Smith
 Phil Goodman Janice Carter
 Rodger Carter Vicki Graham
 Scott Hamel Phil Hamel
 Carol Hamel Jessica Rushing
 Kay Grant Sophia Wilkerson
 Mark Spitzer Zach Erwin
 Jonathan Williams Adam Kiker
 LeChisa Bailey

CALL TO ORDER AND WELCOME

Mayor Wilson called the meeting to order and welcomed all in attendance.

PLEDGE OF ALLEGIANCE

Councilmember Jackson led the Pledge of Allegiance.

1 **ADOPTION OF AGENDA**

2 Mayor Wilson called for a motion regarding the Agenda. Councilmember Jackson made the motion
3 to approve, second by Councilmember Dixon and unanimously approved.
4

5 **SPEAKERS FROM THE FLOOR**

6 Lottie Forney, spoke in support of development of the East side park. She also asked for a progress
7 update regarding the Little Texas Road sidewalk project.
8

9 Sophia Wilkerson, a resident of the Little Texas community, urged Council to prioritize funding in
10 the FY 2026–2027 budget for East Side Park, sidewalk projects, and public transportation. She noted
11 that City resources are largely concentrated downtown, leaving east side residents without safe
12 walking spaces and access to healthy lifestyle amenities. She also requested clearer, regular updates
13 on project progress, suggesting the use of the newsletter included with utility bills.
14

15 Darryl Hinnant cited Proverbs 31:8–9 to advocate for vulnerable residents, speaking in support of CK
16 Transit riders. Mr. Hinnant stated that the system provided nearly 400,000 trips annually, serving
17 primarily low-income individuals who rely on transit for work, school, groceries, and healthcare. He
18 argued that reducing or eliminating service would increase hardship, including the risk of
19 homelessness, and disproportionately impact minority communities. Mr. Hinnant criticized Council
20 as having a lack of public discussion and transparency regarding transit decisions, as well as budget
21 priorities, suggesting that \$2 million dollars allocated to renovate the Wells Fargo building for a
22 history museum could instead support transit and community needs. He urged greater transparency,
23 reconsideration of funding choices, and increased public awareness of these issues.
24

25 Phil Goodman stated that residents appreciate Council’s responsiveness, accessibility, and decision-
26 making, suggesting that the City is in a stronger position than in past years. He encouraged speakers
27 to present complete facts, including context for financial decisions such as returning grant funds,
28 which he described as sound and practical. Mr. Goodman acknowledged that not all decisions will
29 satisfy everyone, and emphasized the importance of prioritizing public safety needs. He commended
30 Council’s transparency, including making meetings available online, and voiced overall support for
31 their work.
32

33 Mark Spitzer stated he felt compelled to address the meeting invocation. While he commended
34 Council’s prayer policy as well-crafted and inclusive, he expressed concern that references to Jesus
35 exclude some community members. He encouraged using more broadly inclusive language so more
36 residents can feel included.
37

38 Kay Grant expressed support for the proposed East Side park, sidewalks, and continued transportation
39 services. She emphasized that east side families currently travel several miles to access parks, creating
40 barriers related to distance, cost, and convenience, and limiting opportunities for recreation, health,
41 and family time. Ms. Grant noted the importance of safe spaces for children and seniors, as well as
42 the role these amenities play in supporting community growth and quality of life. Speaking as a social
43 worker, she added that many residents lack reliable transportation, and reducing services would
44 further impact vulnerable and aging populations. She urged Council to prioritize these investments
45 for the well-being of current and future residents.
46
47

1 **PROCLAMATIONS AND RECOGNITIONS**

2 Proclamations recognizing National Telecommunicator Week, National Lineworker Appreciation
3 Day and National Infertility Awareness Week were presented by Councilmembers Berry, Dixon and
4 Hatchell.

5
6 **CONSENT AGENDA**

7 Mayor Wilson called for a motion regarding the Consent Agenda. Councilmember Berry made the
8 motion to approve, second by Councilmember Payne and unanimously approved.

9
10 Ordinance – Budget Amendment #26-34 appropriating Department of Justice grant funds to purchase
11 a digital investigation management tool (Kristin Jones, Assistant City Manager) (Copy included as
12 Agenda Item F.A)

13
14 First Reading TA-2026-01 – Kannapolis Development Ordinance (KDO) Text Amendments to
15 several sections (Richard Smith, Planning Director) (Copy included as Agenda Item F.B.)

16
17 Ordinance – Budget Amendment #26-35 appropriating grant funds for Improving Access to Healthy
18 Food & Physical Activity (Kristin Jones, Assistant City Manager) (Copy included as Agenda Item
19 F.C.)

20
21 Resolution – In support of the Kannapolis/Landis Joint Wastewater Treatment Plant (Wilmer Melton,
22 City Manager) (Copy included as Agenda Item F.D.)

23
24 Minutes – February 21, 2026 (Retreat Day 2) and March 23, 2026 (Draft copies attached)

25
26 **BUSINESS AGENDA**

27 **Resolution – Requesting the Honorary Designation of the Lane Street/Interstate 85 bridge for**
28 **Police Officer Roger Dale Carter (Richard Smith, Planning Director) (Copy included as Agenda**
29 **Item G.A.)**

30 Mr. Smith stated that staff received several requests from family and community members to name a
31 bridge or road in honor of Police Officer Roger Daler Carter and referred to the North Carolina
32 Department of Transportation (NCDOT) checklist. He referenced designations previously approved
33 by Council and made himself available for questions

34
35 Mayor Wilson opened the floor to the family of Officer Carter. His brother, Roger Carter, reflected
36 on growing up in Kannapolis and shared that, while Officer Carter was his brother, he was raised
37 closely with his own family and was like a son to him. He expressed gratitude for the opportunity to
38 speak and thanked Council for considering the honorary designation in his brother’s name.

39
40 Mayor Wilson called for a motion regarding the Resolution. Councilmember Jackson made the
41 motion to approve, second by Councilmember Hatchell and unanimously approved.

42
43 **Public Hearing – Voluntary Annexation (A-2026-04) 109.166 +/- acres of noncontiguous**
44 **property located at 6304 and 6320 Mooresville Road and 6165 Pagemont Road (Richard Smith,**
45 **Planning Director) (Copy included as Agenda Item G.B.).**

46 Mr. Smith noted that the annexation request may sound familiar, as it previously appeared on a
47 February agenda but was withdrawn by the former property owner. He explained that the current

1 petition has been submitted by the new owners, Bill Hamilton and Scott Hamilton. The request
2 includes three parcels totaling approximately 109.166 acres, with plans for a proposed golf course
3 development. Mr. Smith referenced the annexation survey and accompanying maps to illustrate the
4 property's location.
5

6 Councilmember Jackson asked if the property allows for residential growth. Mr. Smith responded that
7 it would allow for approximately 15-20 lots, with City water but no sewer.
8

9 There being no additional comments or questions from Council, Mayor Wilson opened the public
10 hearing which was then closed with no public comment being made. He called for a motion regarding
11 the requested Ordinance to extend the corporate limits of the City. Councilmember Payne made the
12 motion to approve, second by Councilmember Jackson and unanimously approved.
13

14 **Presentation – Water and Sewer Master Plan Presentation (Alex Anderson, Director of Water**
15 **Resources; Kristin Jones, Assistant City Manager; and Brian Roberts, Finance Director) (Copy**
16 **includes as Agenda Item G.C.)**

17 Mr. Anderson stated that a condensed overview of the City's updated Water and Wastewater Master
18 Plan previously presented at a Council retreat will be presented. He explained that the plan evaluates
19 system capacity, operations, maintenance, and rehabilitation needs. He noted that the presentations
20 would address wastewater and water capacity updates, followed by financial and rate considerations
21 and introduced Jonathan Williams of Garver Engineering and Adam Kiker of LKC Engineering.
22

23 Mr. Williams presented an overview of the City's wastewater Capital Improvement Plan (CIP) process
24 and long-range capacity needs as part of the Move Kannapolis Forward 2030 Plan. He explained that
25 updated projections, based on current development trends and the City's comprehensive land use plan,
26 indicate wastewater flows increasing from approximately 4.6 MGD (million gallons per day)
27 currently to 7.15 MGD by 2030, over 9 MGD by 2040, and nearly 11 MGD by 2050, with near-term
28 capacity needs being the most critical. He noted that the master plan evaluated both the collection
29 system and treatment capacity, prioritizing infrastructure projects through a tiered system and
30 emphasizing the need for continued rehabilitation of aging sewer assets. Williams outlined a projected
31 near-term treatment shortfall of approximately 2.5 MGD by 2030 and identified three primary
32 treatment strategies: continued expansion of the Rocky River Regional Wastewater Treatment Plant
33 through the Water and Sewer Authority of Cabarrus County (WSACC), increased use of Salisbury
34 Regional Utilities through a connection and wholesale agreement, and development of a new joint
35 wastewater treatment facility with Kannapolis and Landis. He noted each option carries different cost
36 and permitting considerations, with the joint facility offering the lowest cost per gallon but requiring
37 regulatory approval. He concluded that no single solution is sufficient and recommended a phased,
38 combined approach utilizing multiple options over time to meet projected growth and maintain
39 alignment with the City's long-range development goals.
40

41 City Manager, Wilmer Melton, explained that the projections and recommendations presented are
42 based on the City's current land use plan and cautioned that any changes or modifications to that plan
43 would significantly affect future planning projections.
44

45 Mr. Kiker then provided an overview of the water system component of the City's master plan,
46 focusing on key findings and capital improvement categories. He explained that the analysis was
47 organized into four areas: current water supply versus projected demand; alignment of the system

1 with the 2030 comprehensive land use plan; major rehabilitation needs; and potential expansion of
2 service to underserved areas. He reported that the City's current available water supply is
3 approximately 15.6 MGD across four sources, though the capacity of the City's own water plant may
4 require further evaluation. Projected demand is approximately 16.1 MGD over the planning horizon,
5 creating a modest long-term gap. Two primary options were identified to address this gap: purchasing
6 additional water from Salisbury or expanding agreements with Albemarle, each providing about 2
7 MGD of additional capacity.

8
9 Mr. Kiker also described system improvements needed to support future land use, including potential
10 upgrades to storage, transmission lines, and pump stations identified through hydraulic modeling. He
11 noted major rehabilitation needs at the water treatment plant, replacement of aging two-inch water
12 lines that no longer meet current standards, and a water meter replacement program. Finally, he
13 highlighted proposed projects to extend service to nearby neighborhoods within or near the City's
14 service boundary that currently lack water access.

15
16 Councilmember Jackson asked if the Albemarle water line would require a physical upgrade. Mr.
17 Anderson confirmed that the proposed increase represents a physical capacity expansion and
18 explained that while the existing pipeline and ground storage tank are appropriately sized, most of the
19 required investment would go toward expanding Albemarle's water treatment facilities, with only
20 minor pump station upgrades potentially needed. Mr. Melton noted that under the existing agreement,
21 once 50 percent of the initial capacity is utilized, the next phase of expansion planning is triggered
22 and confirmed that this is a joint effort with the City of Concord.

23
24 Councilmember Hatchell asked whether extending water lines to new neighborhoods would require
25 residents to connect to City water. Mr. Anderson confirmed it would not be mandatory and explained
26 that any extension would first involve community engagement, including meetings with affected
27 neighborhoods, to determine interest. If a majority of residents support City water service, staff would
28 explore extending service; if not, the City would not force connection.

29
30 Councilmember Dixon stated that she was recently appointed to the WSACC Board and expressed
31 appreciation for the opportunity to learn more about the water and wastewater process. She also noted
32 her appreciation for the presentations provided.

33
34 Finance Director, Brian Roberts, introduced Mitch Brigulio with Davenport & Co., noting that
35 Davenport has served as the City's financial advisor for several years and that Mitch has assisted with
36 multiple debt issuances over the past 15 years. He stated that the presentation would provide
37 background and outline financial options related to the water system and then turned the discussion
38 over to Mr. Brugulio.

39
40 Mr. Brigulio explained that, similar to personal credit, municipal credit ratings reflect a jurisdiction's
41 financial health and influence borrowing capacity and interest rates. The City currently holds strong
42 general obligation ratings (AA2/AA), while its most recent water and sewer revenue bond ratings
43 (2023) were lower, in the A range, with no publicly rated outstanding utility bonds. He outlined key
44 factors that rating agencies and lenders evaluate, including system characteristics, financial strength,
45 management practices, and legal requirements. Financial strength, particularly debt service coverage
46 and liquidity, was identified as the most significant factor within the City's control, comprising
47 roughly 40 percent of the rating. The City is contractually required to maintain minimum debt service

1 coverage of 1.2x and while close to that level, there is limited flexibility for additional borrowing
2 without rate or revenue adjustments. Liquidity is currently near the City's 50 percent operating
3 expense target but remains below peer median nationally.
4

5 Mr. Brigulio noted that historical trends show declining coverage ratios due to rising operating costs,
6 reducing financial flexibility for future capital funding. He emphasized that the City is approaching
7 its affordability limits under the current rate structure and will likely need to increase the margin
8 between revenues and expenses to support additional capital investment. He concluded that
9 maintaining stronger planning targets, approximately 1.5x debt service coverage and 50 percent cash
10 reserves, would improve access to capital markets and help secure more favorable borrowing terms
11 for future water and sewer infrastructure needs.
12

13 Councilmember Jackson asked for confirmation that the City's credit rating is based on size of
14 revenue. Mr. Brigulio responded that credit ratings are influenced by both uncontrollable factors such
15 as system size, demographics, income levels, and infrastructure condition, and controllable factors,
16 including revenues, expenses, and reserves. He emphasized that lenders are primarily focused on net
17 revenue after expenses, since it determines repayment capacity, and noted that these financial metrics
18 account for about 40% of the overall rating.
19

20 Mr. Roberts introduced Michael Cronan with Willdan Financial Services stating that he has worked
21 with the team over the past 18 months to develop financial models to evaluate potential impacts and
22 support future planning. Mr. Cronan summarized the rate study analysis used to evaluate how the
23 City's CIP would impact water and sewer rates over a ten-year period. He explained that the study's
24 goals were to assess the financial health of the utilities, ensure funding for operating and capital needs
25 identified in the master plans, maintain required cash reserves and debt coverage ratios, and support
26 both current and future infrastructure investments.
27

28 Key financial drivers include rising operating costs, upcoming wastewater treatment plant expansions
29 that will significantly increase operating expenses, and ongoing requirements to fund debt service,
30 reserve policies, and critical capital projects. The analysis also incorporates projected customer
31 growth and usage patterns. Under a "status quo" scenario with no rate increases, projections show
32 that revenues would be insufficient to cover operating expenses, cash reserves would decline to
33 negative levels by approximately 2029, and debt service coverage ratios would fall below required
34 thresholds. This would result in noncompliance with financial policies and bond covenants, making
35 inaction unsustainable. The study then outlines a methodology where total revenue requirements are
36 calculated based on operating costs, debt service, capital needs, and reserve targets, with offsets from
37 non-rate revenues. Any shortfall is addressed through rate adjustments. A total CIP of approximately
38 \$275 million is identified through 2036, with roughly 75% assumed to be funded through debt and
39 the remainder through pay-go financing.
40

41 Four funding scenarios were evaluated, ranging from operating-only needs to full implementation of
42 all capital projects, including critical infrastructure, renewal and replacement, and long-term
43 expansion. Across scenarios, average combined residential water and sewer bills (based on 4,000
44 gallons per month) increase from about \$74 currently to between approximately \$85 and \$186 by
45 2036, depending on the level of capital investment included. Financial metrics show that most
46 scenarios can meet long-term debt service coverage and cash reserve targets when rate adjustments
47 are implemented, with a planning goal of 1.5x debt coverage and 180 days of cash on hand. Without

1 adjustments, neither metric is sustainable. Mr. Cronan concluded that Kannapolis currently remains
2 near the peer average for utility bills but would move higher relative to comparable utilities as more
3 capital projects are funded. Individual project analysis showed that major drivers of rate increases
4 include treatment requirements, wastewater treatment plant expansions, and key sewer infrastructure
5 projects, which collectively have the largest impact on future bills.

6
7 Mr. Melton clarified that the first scenario assumes a worst-case financial outlook in which the city
8 bears the full cost of the project without any external assistance, such as grants or other funding
9 sources, to offset capital expenses. Mr. Cronan confirmed, stating that this assumption places the
10 entire financial burden on the city. He further clarified that actual impacts may vary depending on
11 future land use decisions, as changes in growth strategy could materially affect project timing.

12
13 Councilmembers acknowledged the volume of information presented and expressed the need for
14 additional time to review and digest the material, describing the presentation as extensive but
15 informative.

16
17 **Discussion – Utility Connections Outside the Corporate Limits of the City (Richard Smith,**
18 **Planning Director) (Copy includes as Agenda Item G.D.)**

19 Mr. Smith stated that staff is seeking to establish a more formal process for addressing utility
20 connection requests for properties located outside City limits. He provided an overview of the City’s
21 designated future growth areas in western and northwestern Cabarrus County, as well as Rowan
22 County, and noted existing agreements with neighboring jurisdictions and established annexation
23 boundaries. He reviewed current utility infrastructure, zoning designations, and applicable county
24 regulations, explaining that in certain zoning districts, properties must be annexed into the City to
25 access municipal water and sewer services.

26
27 Mr. Smith explained that under the City’s current practice, property owners requesting utility
28 connections are required to undergo voluntary annexation, which supports orderly growth and helps
29 recoup infrastructure investments. He noted that the process generally takes about 30 days and does
30 not involve a direct annexation fee, though applicants may incur expenses related to rezoning,
31 property surveys, and utility connections. He further stated that annexed properties become subject
32 to City taxes and, in some cases, property owners may be responsible for funding necessary service
33 extensions. Mr. Smith added that staff is exploring options to assist with financing utility connection
34 costs.

35
36 Mr. Smith stated that no action is required from Council at this time; however, staff plans to bring
37 forward a formal resolution at a future meeting to codify the current practice into official policy. He
38 noted that this would align with county guidelines, support the City’s growth strategy, and establish
39 a consistent framework for managing utility extensions and annexations within targeted service areas.

40
41 Mayor Wilson commented that Mayor Pro Tem Dayvault and his wife are the proud parents of twin
42 baby girls.

43
44 **CITY MANAGER REPORT**

45 Mr. Melton provided an update in response to earlier comments regarding sidewalk projects, noting
46 that while timelines may seem lengthy, delays are largely due to right-of-way acquisition, design, and
47 utility relocation requirements. The Little Texas Road project is nearing completion of right-of-way

1 acquisition, with utility relocation expected from July 2026 to January 2027 and construction
2 anticipated in early 2027. The Midlake Road project remains in earlier phases, with construction not
3 expected until late 2031 and the Bethpage Road sidewalk project is progressing on a similar track to
4 Little Texas Road, with right-of-way acquisition nearing completion, utility relocation expected from
5 March through September 2027, and construction anticipated to begin in November 2027. He also
6 reported on a recent community meeting in the Fishertown area, where residents expressed continued
7 interest in annexation into the City.

8 9 **CITY COUNCIL COMMENTS**

10 Councilmember Payne thanked everyone who spoke and clarified that City Council did not reject the
11 East Side park project but has determined that it is not financially feasible at this time. He stated that
12 although the City received \$500,000 in federal funding, the total estimated cost of the project is
13 approximately \$6 million, with an additional annual operating cost of about \$300,000, meaning the
14 grant would cover less than ten percent of the total cost. He emphasized Council's continued support
15 for parks and recreational amenities but noted that current priorities require a focus on more
16 immediate needs, including public safety and ensuring adequate support for fire and police services.
17 He reiterated that the park is being deferred, not denied.

18
19 Councilmember Hatchell asked for clarification regarding prior discussion of a potential historical
20 facility associated with the Wells Fargo building, noting that the previously referenced \$2 million
21 figure represented allocated funding rather than the total projected cost of the project. Mr. Melton
22 confirmed that the building is in relatively good condition and that additional funding opportunities,
23 including grants and partnerships, are being explored to help offset costs, and that a final project
24 estimate has not yet been determined. Councilmember Hatchell also clarified that transportation was
25 discussed during both days of the Council retreat, which was open to the public, and that related
26 meeting notes are available. She also noted that certain matters, such as attorney contracts, require
27 closed session, but otherwise discussions have remained transparent. She concluded by expressing
28 appreciation for City staff, including the fire department and dispatch personnel, highlighting their
29 professionalism, dedication, and the high level of service they provide to residents.

30
31 Councilmember Dixon stated that she and Councilmember Hatchell attended the Parks and
32 Recreation Department accreditation recertification review and noted that the department was
33 recognized as meeting a gold standard of excellence, with evaluators describing its operations as
34 stellar. The accreditation process evaluated ten performance standards, including human resources
35 practices, staff onboarding and support, financial management, land use planning, programming, and
36 environmental stewardship. The review also highlighted the Gem Theatre as a significant community
37 asset and commended the department's collaboration and engagement with staff leadership.
38 Councilmember Dixon expressed pride in the department's performance and overall operations,
39 noting it as a reflection of strong service to the community.

40 41 **CLOSED SESSION**

42 Councilmember Berry made the motion to enter Closed Session in accordance with G.S. 143.318.11
43 (a) (3) to consult with an attorney in order to preserve the attorney-client privilege. Second by
44 Councilmember Payne and unanimously approved.

45
46 Council entered Closed Session at 8:20 PM.
47

1 Council resumed Open Session at 9:02 PM.

2

3 **MOTION TO ADJOURN**

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

6

7 The meeting adjourned at 9:02 P.M. on Monday, April 13, 2026.

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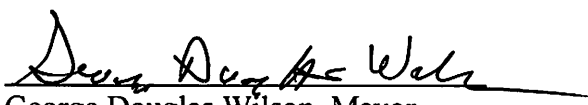
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George Douglas Wilson, Mayor
City of Kannapolis


Pam Scaggs, CMC, NCCMC
City Clerk



Office of City Council

**KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N**

“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK”

WHEREAS, public safety telecommunicators are the vital link between the public and emergency services, serving as the first point of contact in times of crisis; and

WHEREAS, these highly trained professionals answer emergency and non-emergency calls, dispatch law enforcement, fire, and emergency medical services personnel, and provide critical instructions that save lives and protect property; and

WHEREAS, public safety telecommunicators demonstrate extraordinary patience, skill, and dedication while working under intense pressure and often handling life-threatening situations; and

WHEREAS, their work requires specialized training, professionalism, and a commitment to public service that is essential to the safety and well-being of our community; and

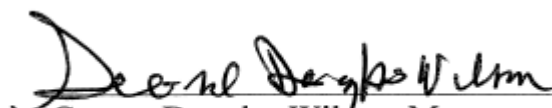
WHEREAS, the safety of our police officers, firefighters, emergency medical personnel, and the public depends significantly on the accuracy, judgment, and reliability of public safety telecommunicators; and

WHEREAS, the safety of our police officers, firefighters, emergency medical personnel, and the public depends significantly on the accuracy, judgment, and reliability of public safety telecommunicators.

NOW, THEREFORE, the City Council of the City of Kannapolis, North Carolina does hereby proclaim April 12-18, 2026 as **National Public Safety Telecommunicators Week** in Kannapolis and encourage all residents to join in honoring these dedicated individuals for their service and commitment to protecting our community.

IN WITNESS WHEREOF, I, Mayor George Douglas Wilson, on behalf of Kannapolis City Council has caused the Great Seal of the City of Kannapolis to be affixed this 13th day of April 2026.




George Douglas Wilson, Mayor
City of Kannapolis



Office of City Council

**KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
“NATIONAL LINeworker APPRECIATION DAY”**

WHEREAS, lineworkers play a critical role in maintaining and repairing the electrical infrastructure that powers our homes, businesses, schools, and hospitals; and

WHEREAS, these highly skilled professionals work in challenging and often hazardous conditions, including severe weather, natural disasters, and emergency situations, to ensure the reliable delivery of electricity; and

WHEREAS, lineworkers frequently put their own safety at risk to restore power and support their communities during times of greatest need; and

WHEREAS, their work requires extensive training, technical expertise, and a steadfast commitment to safety, precision, and service; and

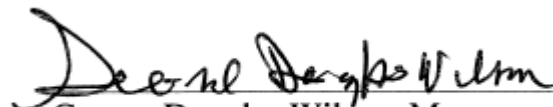
WHEREAS, the contributions of lineworkers are essential to the economic vitality, public safety, and quality of life in our community; and

WHEREAS, it is important to recognize and honor the dedication, courage, and professionalism of these individuals who often work behind the scenes without widespread recognition.

NOW, THEREFORE, the City Council of the City of Kannapolis, North Carolina does hereby proclaim April 18, 2026 as **National Lineworker Appreciation Day** in Kannapolis and encourages all residents to recognize and thank lineworkers for their invaluable service and commitment to keeping our community powered and connected.

IN WITNESS WHEREOF, I, Mayor George Douglas Wilson, on behalf of Kannapolis City Council has caused the Great Seal of the City of Kannapolis to be affixed this 13th day of April 2026.




George Douglas Wilson, Mayor
City of Kannapolis



Office of City Council

**KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
“NATIONAL INFERTILITY WEEK”**

WHEREAS, National Infertility Awareness Week is observed to raise awareness about infertility, a disease that affects millions of individuals and couples across the United States and around the world; and

WHEREAS, infertility is a medical condition recognized by leading health organizations, impacting people regardless of age, gender, race, socioeconomic status, or geographic location; and

WHEREAS, individuals and families facing infertility often experience significant emotional, physical, and financial challenges, and may encounter stigma or misunderstanding in their journeys; and

WHEREAS, increasing public awareness and understanding of infertility can help foster compassion, reduce stigma, and encourage those affected to seek appropriate medical care and support; and

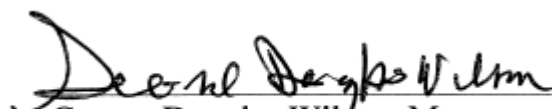
WHEREAS, advances in medical science and reproductive health have provided many pathways to parenthood, including assisted reproductive technologies, while highlighting the ongoing need for equitable access to care; and

WHEREAS, it is important to recognize and support all individuals and families navigating infertility, while promoting policies that improve access to diagnosis, treatment, and emotional support services.

NOW, THEREFORE, the City Council of the City of Kannapolis, North Carolina does hereby proclaim April 20-26, 2026 as **National Infertility Awareness Week** in Kannapolis and encourage all citizens to support those affected and help create a more compassionate and informed community.

IN WITNESS WHEREOF, I, Mayor George Douglas Wilson, on behalf of Kannapolis City Council has caused the Great Seal of the City of Kannapolis to be affixed this 13th day of April 2026.




George Douglas Wilson, Mayor
City of Kannapolis



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council
From: Kristin Jones, Assistant City Manager
Subject: **ORDINANCE** - Budget Amendment #26-34 appropriating Department of Justice grant funds to purchase a digital investigation management tool. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to adopt budget amendment #26-34 appropriating Department of Justice grant funds to purchase a digital investigation management tool.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Kannapolis Police Department was awarded a \$30,000 COPS grant through the Department of Justice to purchase two years of access to Chorus Intelligence, a digital investigation management tool. They intend to use this to enhance their ability to conduct criminal and intelligence analysis to allow them to better focus their policing efforts on complex criminal activities.

Crime and intelligence analysis plays a pivotal role in contemporary law enforcement by enhancing the ability to investigate criminal activity and support legal proceedings with robust, data-driven evidence. This discipline enables analysts and investigators to uncover criminal motives, identify suspects, and establish links between individuals, events, and criminal networks. Recent research underscores the transformative potential of combining digital data into broader intelligence and crime analysis frameworks.

By leveraging intelligence proactively, law enforcement agencies can disrupt criminal operations, prevent future offenses, and enhance strategic decision-making. This integration of multiple sources supports intelligence-led policing and other analytical policing models, acting as a force multiplier. It enables the identification of offenders, the mapping of illicit tactics and procedures, and the dismantling of organized criminal enterprises. This approach is particularly effective in combating complex crimes such as drug trafficking, where patterns, networks, and behaviors must be analyzed in depth to achieve meaningful disruption.

The Chorus Intelligence Suite (CIS) is a one-platform, one-dashboard solution for managing every stage of a digital investigation. Featuring cutting-edge data cleansing, analysis, search, enrichment, and evidential reporting tools, the self-serve suite empowers multiple roles of varying expertise to get immediate answers from data. The Chorus Intelligence Suite (CIS) offers a powerhouse of investigative tools to progress end-to-end digital investigations.

Fiscal Implications

A budget amendment is needed to appropriate the revenue and expenses associated with the grant. There is no local match required for this grant.

Alternate Courses of Action

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

Attachments

1. 2026-15 Ordinance for Budget Amendment #26-34 KPD Cybercrime Software

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026
Amendment # 26-34**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 13th day of April 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: KPD was awarded a grant through the Department of Justice for cybercrime software.

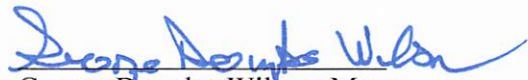
SECTION I- GENERAL FUND

Revenue:	Increase: Police-Admin Federal Grant Revenue: 12010-33000-COP	\$30,000
Expenditure:	Increase: Police-Admin- Contracted Services Expenditure: 12010-48000-COP	\$30,000

This ordinance is approved and adopted on this 13th day of April, 2026.

ATTEST:


Pam Scaggs, CMC, NCCMC City
Clerk


George Douglas Wilson, Mayor
City of Kannapolis



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **FIRST READING TA-2026-01:** Kannapolis Development Ordinance (KDO) Text Amendments to several sections. **RECEIVED**

Recommended Action Requested by City Council

Motion to continue to the April 27, 2026, Council meeting for the Public Hearing of TA-2026-01.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Staff is proposing several text amendments to the KDO:

1. Section 3.4.D: Add lot width requirement for single-family attached dwellings and townhomes in the Mixed-Use Neighborhood (MU-N) zoning district.
2. Table 4.2.B(5): Permit single-family attached dwellings in the Mixed-Use Neighborhood (MU-N) zoning district.
3. Table 4.2.B(5): Add use-specific standards reference for tobacco and vape product stores.
4. Section 4.2.D(5)f.6: Add use-specific standards for tobacco and vape product stores.
5. Section 4.3.D(1)a: Remove accessory dwelling unit design requirements from general standards.
6. Section 4.3.D(1)b: Remove design requirements for accessory dwelling units associated with commercial or industrial uses.
7. Section 4.3.D(1)c: Remove design requirements for accessory dwelling units associated with residential uses.
8. Section 5.2.D(1)c: Update surfacing requirements for single-family, duplex, and triplex dwellings.
9. Table 5.7.D(4): Correct "ROD" to "TOD" zoning district in the Maximum Building Length table for multifamily, townhouse, or three-family buildings.
10. Section 5.7.D(5): Modify building facade requirements for multifamily design standards to apply only to developments with five (5) or more units.
11. Section 5.7.D(6): Modify roof requirements for multifamily design standards to apply only to developments with five (5) or more units.
12. Section 5.7.D(7): Modify fenestration/transparency requirements for multifamily design standards to apply only to developments with five (5) or more units.
13. Section 5.7.D(8): Modify materials requirements for multifamily design standards to apply only to developments with five (5) or more units.
14. Section 5.8.C(3)a: Modify building form requirements for neighborhood compatibility to apply only to developments with five (5) or more units.
15. Section 5.8.C(4): Modify facade requirements for neighborhood compatibility to apply only to developments with five (5) or more units.
16. Section 7.4.A(2): Change "attached" to "detached."

17. Article 10 (Definitions): Amend definition of Net Floor Area.
18. Article 10 (Definitions): Amend definition of Personal Grooming or Well-Being Service.
19. Table A-2: Add plant characteristic information to the Acceptable Plant Species table and remove the asterisks for evergreen.

The proposed text amendments to the KDO are attached as Exhibit A. Proposed changes are shown **bold, red text** for deletions and **bold, green text** for additions.

The Planning and Zoning Commission recommended approval of TA-2026-01 to City Council at their March 17, 2026, Commission meeting. Pursuant to Section 2.3.A(1)d of the KDO, City Council has final authority to review and make decisions on zoning text amendments.

Fiscal Implications

None.

Alternate Courses of Action

Defer action to a future meeting.

Attachments

1. EXHIBIT A_TA-2026-01

**EXHIBIT A
PROPOSED TEXT AMENDMENTS
TA-2026-01**

1. Lot width in the Mixed-Use Neighborhood district – Amend Section 3.4.D: Add lot width requirement for single-family attached dwellings and townhomes.

DIMENSIONAL AND INTENSITY STANDARDS [1]		OTHER STANDARDS	
LOT AND DENSITY/INTENSITY STANDARDS		OTHER STANDARDS	LOCATION IN KDO
Lot area (min)	None	Use Regulations	Article 4
Lot width (min) [2]	50 ft / 18 ft	Development Standards	Article 5
Density (max)	16 units per acre	Subdivision Standards	Article 6
Impervious surface ratio (max)	0.70	Rules of Measurement	Section 9.3
SETBACK, HEIGHT, AND FLOOR AREA STANDARDS		NOTES:	
A Front build-to zone (min max) [3]	5 25 ft	<p>[1] May be superseded by other standards in this Ordinance (see Section 3.1.C, Superseding Dimensional and Intensity Standards).</p> <p>[2] Minimum lot width of 18 feet applies to any lot containing a single unit of a single-family attached dwelling or townhouse. Minimum lot width of 50 feet applies in all other cases.</p> <p>[3] The area between the minimum and maximum build-to zone boundaries that extends the width of the lot constitutes the build-to zone. The maximum build-to zone boundary may be increased by 15 feet along 25 percent of the lot width for a civic space or outdoor dining area.</p> <p>[4] Buildings shall be located so that they occupy the minimum percentage of the linear width of the lot's build-to zone (see Section 9.3.A(6)).</p> <p>[5] The side setback for the street-facing yard of a corner lot shall equal 75 percent of the required front yard setback.</p>	
Percentage of build-to zone width occupied by building (min) [4]	60%		
B Side setback (min) [5]	None		
C Rear setback (min)	10 ft		
D Building height (max)	50 ft		
Gross floor area per building (max)	12,000 sf		

2. Principal Use Table – Amend Table 4.2.B(5): Principal Use Table to permit single-family attached dwellings in the Mixed-Use Neighborhood (MU-N) zoning district.

Table 4.2.B(5): Principal Use Table

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

PRINCIPAL USE CATEGORY OR TYPE	AG	RESIDENTIAL								MIXED-USE					NON-RESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
RESIDENTIAL USES																									
Household Living																									
Single-family attached dwelling	-	-	-	-	P	P	P	P	P	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-

3. Principal Use Table – Amend Table 4.2.B(5): Principal Use Table to add use specific standards for Tobacco and vape products stores.

Table 4.2.B(5): Principal Use Table

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

PRINCIPAL USE CATEGORY OR TYPE	AG	RESIDENTIAL								MIXED-USE					NON-RESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
COMMERCIAL USES																									
Retail Sales and Services																									
Tobacco and vape products store	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-	-	P	-	p	p	-	p	4.2D(5)f.6

4. Standards Specific to Principal Uses – Add Section 4.2.D(5)f.6: Use specific standards for Tobacco and vape products stores.

(6) TOBACCO AND VAPE PRODUCTS STORE

- a. A minimum separation of four hundred (400) feet from any other tobacco and vape products store is required.

5. General Standards for an Accessory Dwelling Unit (ADU) – Amend Section 4.3.D(1)a to remove accessory dwelling unit design requirements from the general standards.

(1) ACCESSORY DWELLING UNIT (ADU)

a. GENERAL STANDARDS

1. An accessory dwelling unit (ADU) must comply with all applicable local, State and Federal housing codes.
2. Only one accessory dwelling unit shall be permitted per lot.
3. The accessory dwelling unit shall comply with all dimensional **and design** requirements that apply to a principal structure in the zoning district where it is located, except that an accessory dwelling unit shall be set back a minimum of ten (10) feet from the side lot lines in the MU-N District.

6. Accessory to Commercial or Industrial Use – Amend Section 4.3.D(1)b to remove design requirements for accessory dwelling units associated with commercial or industrial uses.

(1) ACCESSORY DWELLING UNIT (ADU)

b. ACCESSORY TO COMMERCIAL OR INDUSTRIAL USE

1. The ADU shall be located on the same premises as the business where one residing family member is employed.
2. ~~If located in a structure detached from the principal structure, the exterior of the ADU shall be compatible with the principal structure in terms of architectural materials and appearance.~~
3. The use of a manufactured home as an ADU is prohibited

7. Accessory to Residential Use – Amend Section 4.3.D(1)c to remove design requirements for accessory dwelling units associated with residential uses.

(1) ACCESSORY DWELLING UNIT (ADU)

c. ACCESSORY TO RESIDENTIAL USE

1. An ADU shall only be allowed on a lot on which a single-family detached dwelling is the principal use that is permitted in the zoning district where it is located.
2. Either the principal dwelling or the ADU shall be the primary residence of the landowner.
3. An ADU shall be located within or to the rear of the principal building, except that in the AG or R1 zoning districts on lots greater than ten acres, an ADU may also be sited to the side of the principal building.
4. An ADU shall not have a floor area that exceeds 50 percent of the floor area of the primary structure or 1,100 square feet, whichever is less.
5. ~~If located a structure detached from the principal structure, the exterior of the ADU shall be compatible with the principal structure in terms of color, siding, roof pitch, window detailing, roofing materials, and foundation or skirting appearance.~~
6. The use of a manufactured home as an ADU is prohibited Manufactured homes shall be permitted only in the MHO Manufactured Home Overlay District **and shall conform to all requirements of KDO Section 4.2.D(3)a.2.**
7. Adequate parking shall be provided to serve the residents of the ADU.

8. General Standards for Off-Street Vehicular Parking and Loading Areas – Amend Section 5.2.D(1)c to update surfacing requirements for single-family, duplex, and triplex dwellings.

c. **Surfacing**

Parking spaces and driveways shall be surfaced with asphalt, concrete, brick, stone pavers, or other material approved by the Planning Director as having similar load bearing and wear characteristics, consistent with the requirements of the LDSM and shall extend as a hard surface from the street to the principal structure on the lot. ~~Gravel or crushed stone may be used if the gravel is a minimum of six inches deep and the parking spaces and driveway have a visible and definable edge made of landscape timbers, vegetation such as low shrubs or decorative grasses, or similar techniques to distinguish the parking spaces and driveway from the front or corner side yard area, in compliance with requirements in the LDSM.~~

9. Building Length – Amend Table 5.7.D(4) to change ‘ROD’ to ‘TOD’ for zoning districts requiring maximum building length of 250 feet for Multifamily, Townhouse, or Three-Family Buildings.

Table 5.7.D(4): Maximum Building Length for Multifamily, Townhouse, or Three-Family Building

ZONING DISTRICTS	MAXIMUM BUILDING LENGTH (Ft.)
R7, R8, R18, MU-N	150
MU-AC, MU-UC, MU-SC, TOD, GC	250

10. Multifamily Design Standards (Building Facades) – Amend Section 5.7.D(5) to modify the multifamily design standards so they apply only to developments with five (5) or more units.

D. MULTIFAMILY DESIGN STANDARDS

(5) BUILDING FAÇADES

For all multifamily buildings of **five (5) or more units**:

- a. Façades of all buildings subject to these standards that face a street shall incorporate wall offsets, in the form of projections or recesses in the façade plane, spaced no more than 50 feet apart (see Figure 5.7.D(5)a: Changes in Building Façade).
- b. Wall offsets shall have a minimum depth of two foot.
- c. In addition to wall offsets, front façades of multifamily buildings shall provide a minimum of three of the following design features (see Figure 5.7.D(5)c: Examples of Front Façades):
 1. One or more dormer windows or cupolas;
 2. A recessed entrance;
 3. A covered porch;
 4. Pillars, posts, or columns next to the doorway;
 5. One or more bay windows projecting at least twelve inches from the façade plane;
 6. Eaves projecting at least six inches from the façade plane;
 7. Raised corniced parapets over the entrance door;
 8. Multiple windows with a minimum four-inch-wide trim;
 9. Integrated planters that incorporate landscaped areas or places for sitting; or
 10. Roof form and line changes consistent with the façade offsets

11. Multifamily Design Standards (Roof) – Amend Section 5.7.D(6) to modify the multifamily design standards so they apply only to developments with five (5) or more units.

D. MULTIFAMILY DESIGN STANDARDS

(6) ROOFS

For all multifamily buildings of **five (5) or more units**:

- a. Sloped roofs on buildings over 100 feet in length shall include two or more different sloping roof planes, each with a minimum pitch between 3:12 and 12:12.
- b. Flat roofs shall be concealed by parapet walls that extend at least three feet above the roof level and have three-dimensional cornice treatments that project at least eight inches outward from the parapet façade plane.
- c. Alternative roof forms or pitches may be allowed for small roof sections over porches, entryways, or similar features.
- d. All roof-based mechanical equipment, as well as vents, pipes, antennas, satellite dishes, and other roof penetrations (except chimneys), shall be located on the rear elevations or otherwise be configured and screened (if necessary) to have a minimal visual impact as seen from the street.

12. Multifamily Design Standards (Building Façade Fenestration/Transparency) – Amend Section 5.7.D(7) to modify the multifamily design standards so they apply only to developments with five (5) or more units.

D. MULTIFAMILY DESIGN STANDARDS

(7) BUILDING FAÇADE FENESTRATION/TRANSPARENCY

At least 20 percent of the street-facing façade area of the ground-level floor of any multifamily, ~~townhouse, or three-family~~ building of **five (5) or more units** (as measured from the grade to the underside of the eave, top of the parapet, or the story line denoting the second floor) shall be occupied by windows or doorways.

13. Multifamily Design Standards (Materials) – Amend Section 5.7.D(8) to modify the multifamily design standards so they apply only to developments with five (5) or more units.

D. MULTIFAMILY DESIGN STANDARDS

(8) MATERIALS

For all multifamily buildings of **five (5) or more units, ~~townhouse, and three-family buildings~~**:

- a. Primary façade materials shall not change at outside corners, but extend along any side façade that is visible from a street. In all instances the extension shall be a minimum of 20 feet, except materials may change where side or rear wings meet the main body of the structure.
- b. Material changes shall occur along a horizontal line or where two forms meet. It is acceptable, however, that change of materials occur as accents around windows, doors, cornices, at corners, or as a repetitive pattern.

14. Neighborhood Compatibility Standards (Building Form) – Amend Section 5.8.C(3)a to modify the building form requirement so that it applies only to developments with five (5) or more units.

C. NEIGHBORHOOD COMPATIBILITY STANDARDS

(3) BUILDING FORM

- a. **Multi-family dwelling of five (5) units or more Buildings** shall:
1. Use a similar roof type to adjacent single-family detached or duplex dwellings in terms of slope and arrangement to prevent abrupt changes in roof form;
 2. If within 100 feet of a single-family residential lot, maintain a pitched roof;
 3. Configure all roof-mounted equipment to avoid or minimize its view from adjacent streets and single-family residential lots;
 4. Use similarly sized and patterned wall offsets and other building articulations found on adjacent single-family detached and duplex dwellings; and
 5. Orient porches, balconies, and outdoor activity areas away from adjacent single-family residential lots.

15. Neighborhood Compatibility Standards (Facades) – Amend Section 5.8.C(4) to modify the facade so that it applies only to developments with five (5) or more units.

C. NEIGHBORHOOD COMPATIBILITY STANDARDS

(4) FAÇADES

Façades facing single-family residential lots shall comply with the following façade standards. **This section shall apply to any multi-family dwelling of five (5) units or more:**

a. MATERIALS

1. Materials and material configurations shall be consistent with those commonly used on adjacent single-family detached, single-family attached, or duplex dwellings.
2. Plywood, concrete block, and corrugated metal are prohibited as exterior materials.
3. Split-face masonry unit and vinyl siding shall not exceed 25 percent of a building façade.

b. TRANSPARENCY

The façade shall comply with the standards in Table 5.8.C(4)b: Transparency Standards

16. Nonconforming Lots of Record – Amend Section 7.4.A(2): Change ‘attached’ to ‘detached’.

D. USES ALLOWED ON NONCONFORMING LOTS

- (1) Subject to subsections (2) and (3) below, any lot of record that does not comply with the dimensional standards for the district in which it is located (nonconforming lot) may be used for any use allowed in the district, if the use complies with all other applicable standards in this Ordinance, except as otherwise provided in this article.
- (2) In any Residential district, one single-family ~~attached~~ detached dwelling may be located on any nonconforming lot, provided the dwelling complies with the dimensional standards of the zoning district in which it is located to the extent practicable.
- (3) Use of a nonconforming lot in accordance with subsection (1) or subsection (2) above, is prohibited where the nonconforming lot shares continuous frontage with abutting lots in the same ownership, unless the lots are combined or recombined to create one or more conforming lots, or lot(s) that are less nonconforming.

17. Definitions – Amend Article 10: Definition of Net floor area

Net floor area

~~The square footage of the primary use area of a building including restrooms, hallways and stairwells, but not including normally unoccupied areas such as garages, storage rooms, furnace areas, stairways, elevator shafts, elevator lobbies, rest rooms, mechanical areas, security areas, or services areas.~~

The total floor area of a building intended for primary occupancy or use, excluding areas normally unoccupied or used for building operations, including garages, storage rooms, mechanical rooms, elevator shafts and lobbies, stairwells, restrooms, security areas, and other service spaces.

18. Definitions – Amend Article 10: Definition of Personal grooming or well-being service.

Personal grooming or well-being service

A barbershop, beauty salon, ~~or massage,~~ nail care, or similar establishment. This term does not include a health club, **massage business** or pet grooming.

19. Landscaping Table – Amend Table A-2: Acceptable Plant Species to add plant characteristic information and remove the asterisks for evergreen.

		SHADE TOLERANT	TOLERATES POOR DRAINAGE	NATIVE	BLOOMING	FOLIAGE (DECIDUOUS, SEMI-DECIDUOUS, OR EVERGREEN)	PLACEHOLDER
COMMON NAME	SCIENTIFIC NAME						
SHRUBS (* denotes evergreen)							
Burford holly *	Ilex cornuta burfordi	X				E	
Camellia *	Camellia japonica	X			X	E	
Convex Japanese holly *	Ilex crenata 'convexa'	X				E	
Dwarf burford holly *	Ilex cornuta burfordi nana	X				E	
Emily brunner holly *	Ilex "Emily Brunner"	X				E	
English holly *	Ilex aquifolium	X				E	
Evergreen euonymus *	Euonymus japonicus	X				E	
Flowering quince	Chaenomeles speciosa				X	D	
Forsythia	Forsythia intermedia	X			X	D	
Glenn dale azalea *	Azalea hybrida	X			X	S	
Glossy abelia *	Abelia grandiflora	X			X	S	
Hetzi Japanese holly *	Ilex crenata 'hetzi'	X				E	
Hetzi jumper *	Jumperus chinensis hetzi					E	
Indian azalea *	Azalea indica	X			X	S	
Inkberry holly *	Ilex glabra	X	X	X		E	
Japanese aucuba *	Aucuba japonica	X				E	
Kaempferi azalea *	Azalea obtusum Kaempferi	X			X	D	
Laurel *	Laurus nobilis	X				E	
Loropetalum *	Loropetalum chinense	X			X	E	
Lusterleaf holly *	Ilex latifolia	X				E	
Oakleaf hydrangea	Hydrangea quercifolia	X		X	X	D	
Perny holly *	Ilex pernyi	X				E	
Pfitzer juniper *	Juniperus chinensis pfitzeriana	X				E	
Roundleaf Japanese holly *	Ilex crenata 'rotundifolia'	X				E	
Sasanqua Camellia *	Camellia sasanqua	X			X	E	

		SHADE TOLERANT	TOLERATES POOR DRAINAGE	NATIVE	BLOOMING	FOLIAGE (DECIDUOUS, SEMI-DECIDUOUS, OR EVERGREEN)	PLACEHOLDER
COMMON NAME	SCIENTIFIC NAME						
Witch-hazel	<i>Hammamelis virginiana</i>	X		X	X	D	
Yaupon holly ✘	<i>Ilex vomitoria</i>	X	X	X		E	
Wax myrtle ✘	<i>Myrica cerifera</i>	X	X	X		E	
Wild olive ✘	<i>Osmanthus americana</i>	X		X		E	
Chinese photinia ✘	<i>Photinia serrulata</i>	X			X	E	
Mountain andromeda ✘	<i>Pieris floribunda</i>	X		X	X	E	
Japanese andromeda ✘	<i>Pieris japonica</i>	X			X	E	
Pittosporum ✘	<i>Pittosporum tobira</i>	X			X	E	
English laurel ✘	<i>Prunus laurocerasus</i>	X			X	E	
Podocarpus ✘	<i>Podocarpus macrophyllus maki</i>	X				E	
Narrow leafed English laurel ✘	<i>Prunus laurocerasus angustifolia</i>	X			X	E	
Scarlet firethorn	<i>Pyracantha coccinea</i>	X			X	E	
Yeddo-hawthorn ✘	<i>Raphiolepis umbellata</i>	X			X	E	
Reeves spirea	<i>Spirea cantoniensis</i>				X	D	
Thunberg spirea	<i>Spirea thunbergii</i>				X	D	
Bridalwreath spirea	<i>Spirea prunifolia plena</i>				X	D	
Vanhoutte spirea	<i>Spirea vanhouttei</i>				X	D	
Japanese yew ✘	<i>Taxus cuspidata</i>					E	
Leatherleaf viburnum ✘	<i>Viburnum rhytidophyllum</i>	X			X	E	
Laurestinus viburnum ✘	<i>Viburnum tinus</i>	X			X	E	



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council

From: Kristin Jones, Assistant City Manager, Irene Wong, Economic & Community Development Director

Subject: **ORDINANCE** - Budget Amendment #26-35 Appropriating Grant Funds for Improving Access to Healthy Food and Physical Activity. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to adopt budget amendment #26-35, which appropriates grant funds for improving access to healthy food and physical activity.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis was awarded grant funds through the Cabarrus Health Alliance. Funds will be allocated to support City of Kannapolis for managing the farmers market, providing capacity building for partners and promotion opportunities for residents to ensure the food access point is a long-term solution to food insecurity in the area. Additionally, City of Kannapolis will assist in hosting a walkability audit for two high priority areas (i.e. Midway and Ridge Avenue). Funds will be used to support the development of a 10-year Wellbeing Plan highlighting existing and future wellness initiatives to include, but not limited to access to physical activity opportunities and healthy food. Marketing (i.e. social media and print) and community engagement efforts will be conducted to increase and promote physical activity opportunities, transform public spaces, strengthen connection between people and places (i.e., placemaking) as well as create/improve routes (e.g., trails, sidewalks, bike lanes, etc.) that connect to these places.

Fiscal Implications

A budget amendment is needed to budget the revenues and expenses.

Alternate Courses of Action

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

Attachments

1. City of Kannapolis REACH Contract 3.15.26.cleaned
2. 2026-16 Ordinance for Budget Amendment #26-35 CHA Healthy Food and Physical Activity



AGENCY -TO- AGENCY CONTRACT

This Non-Professional Service Contract (the “Contract”) is made and entered into as of is 1st day of January 2026 (the “Effective Date”), by and between Cabarrus Health Alliance, hereinafter called “the Alliance” and City of Kannapolis (Vendor Number: 1615) hereinafter called “the Agency” collectively referred to as “the Parties.”

RECITALS

WHEREAS, the Alliance desires that the Agency to provide certain coaching services (“Services”), and the Agency desires to provide such services; and

WHEREAS, the Agency understands that is subaward is funded by The U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC) through 1 NU58DP007614-01-00: Racial and Ethnic Approaches to Community Health (herein after called *REACH*);

WHEREAS, the Alliance and the Agency establish the terms and conditions for the subaward allocated to the Subrecipient from CHA, a grantee of The U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC). Monitoring “Uniform Guidance” or “Omni-Circular” 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its Subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

WHEREAS, the Alliance and the Agency have negotiated and agreed regarding the above referenced Services and desire to reduce the terms and conditions to this written form;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. DESCRIPTION OF SERVICES.

Funds will be allocated to support City of Kannapolis for managing their farmers market, providing capacity building for partners and promotion opportunities for residents to ensure the food access point is a long-term solution to food insecurity in the area. Additionally, City of Kannapolis will assist in hosting a walkability audit for two high priority areas (i.e. Midway and Ridge Avenue). Funds will be used to support the development of a 10-year Wellbeing Plan highlighting existing and future wellness initiatives to include, but not limited to access to physical activity opportunities and healthy food.

Marketing

(i.e. social media and print) and community engagement efforts will be conducted to increase and promote physical activity opportunities, transform public spaces, strengthen connection between people and places (i.e., placemaking) as well as create/improve routes (e.g., trails, sidewalks, bike lanes, etc.) that connect to these places.



2. TERM.

Initial Contract Term:

September 1, 2025 – September 30, 2026.

There are no automatic renewals to this contract.

Contract may be amended via fully executed written amendment.

3. COMPENSATION AND METHOD OF PAYMENT.

For satisfactorily providing all services described in the contract documents, the Alliance agrees to pay the Agency for the Services at the rates set forth below, which shall remain firm for the duration of the Contract, and shall not exceed \$10,500.00 USD annually unless otherwise written via an amendment and fully executed by both parties.

Payments: Payments will be based on reimbursable invoices sent to the CHA project Manager

Amendments: Changes of any kind to this agreement may only be established in writing and dually signed by both parties. Amendments shall be created and administered by The Alliance.

Changes may include scope of work, deadline of services by Service Provider to be perform, additional funds added to the contract,

No Expenses Chargeable: The Agency shall not be entitled to charge the Alliance for any travel, mileage, meals, or other costs or expenses associated with this Contract.

Availability of Funds: The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Alliance. Agreement shall automatically terminate if funds cease to be available.

Program Accountability: Nina Beech, Healthy Living Director coordinate contracted services and ensure terms of this Contract are met. She may be reached via email at Nina.Beech@CabarrusHealth.org or via phone at 704-920-1193.

Invoices:

Each invoice sent by the Agency shall detail all Services performed and delivered which are necessary to entitle the Agency to the requested payment under the terms of this Contract.

Purchase order numbers will be provided by the Alliance.

The Agency shall provide all invoices to the Alliance Project Manager as listed above for review and approval.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the Alliance.

The Alliance shall not be charged for any Services or other work performed by the Agency prior to the Effective Date of this Contract.

Audit. During the term of this Contract and for a period of one (1) year after termination of this Contract, the Alliance shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Agency necessary to evaluate Agency's compliance with the terms and conditions of this Contract or the Alliance's payment obligations. The Alliance shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Agency. However, if non-compliance is found that would have cost the Alliance in excess of \$10,000 but for the audit, then the Agency shall be required to reimburse the Alliance for the cost of the audit.



The Agency. The Agency will not be entitled to any benefits that are given to the Cabarrus Health Alliance. Neither Party is authorized to act as an agent for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts of conduct of the other. The Independent Contractor shall be exclusively responsible for reporting and paying of all income tax payments, unemployment insurance, social security obligations, and similar taxes and levies.

Time is of the Essence. Time is of the essence in having the Agency perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit A, including all completion dates, response times and resolution times (the “Completion Dates”). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

Non-Exclusivity. The Agency acknowledges that it may be one of several providers of these services to the Alliance and the Alliance does not represent that it is obligated to contract with the Agency for any particular project or service.

Employment taxes and Employee Benefits. The Agency represents and warrants that the employees provided by the Agency to perform the Services are actual employees of the Agency, and that the Agency shall be responsible for providing all salary and other applicable benefits to each Agency employee. The Agency further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker’s compensation and other payments and deductions that are required by law for each Agency employee. The Agency agrees that the Agency employees are not employees of the Alliance.

Media: The Independent Contractor should have no contact with any media of any type regarding this work. The Independent Contractor cannot and shall not represent the Alliance in any form of media. All media inquiries should be forwarded to the Alliance Public Information Officer, Marcella Beam.

Termination:

Termination with or without cause may occur within 30 days of written notification by either Party to the other Party. This termination shall be for any reason or no reason. This Contract is finite and will not be renewed.

Termination with cause: In the event that the services of the Service Provider are unsatisfactory or that support rendered by CHA is inadequate, the Service Provider or CHA shall have ten (10) business days after delivery of written notice of such unsatisfactory or inadequate services to rectify or correct the problem. If either party fails to correct the problem, either party may terminate the Agreement with 20 calendar days’ notice in writing.

Federal Funds: If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Civil Rights: Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.



Rehabilitation Act: Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Contract.

The American with Disabilities Act 1990: ADA makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. The Independent Contractor certifies that it and its principals will comply with regulations in ADA Title II (Public Services) and Title III (Public Accommodations) in fulfilling the obligations under this Contract.

Confidentiality: All information as to personal facts and circumstances obtained by the Independent Contractor in connection with the provision of services or other activity under this Contract shall be privileged communication, shall be held confidential, and shall not be divulged without the responsible person's written consent except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, which does not directly or indirectly identify particular individuals. Independent Contractor employees must sign confidentiality pledges documenting the knowledge of and the agreement to maintain personal and medical confidentiality.

Subcontracting: The Independent Contractor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the Alliance. Any approved subcontract shall be subject to all conditions of this Contract.

Hold Harmless: The Independent Contractor agrees to indemnify and save harmless the Alliance against any claims of third parties arising out of any act or omission of the Independent Contractor, its agents, employees, and subcontractors in the performance of this Contract.

Each Party To Bear Its Own Negotiation Costs: Each Party shall bear its own cost of negotiating this Contract and developing the exhibits. The Alliance shall not be charged for and services or other work performed by the Agency prior to the Effective Date.

Iran Divestment Act Certification: Independent Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-6E. The Independent Contractor shall not utilize any subcontractor that is identified on the List.

Insurance: The Independent Contractor agrees to furnish worker's compensation, liability insurance and other insurance as may be required to protect the Independent Contractor and the Alliance against claims, which may arise from the Independent Contractor's performance.

Providing and maintaining adequate insurance coverage is a material obligation of the Independent Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized by the Commissioner of Insurance to do business in North Carolina. The Independent Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Independent Contractor shall not be interpreted as limiting the Independent Contractor's liability and obligations under this Contract.

4. SUBCONTRACTING: There is no subcontracting allowed under this contract.

5. GENERAL WARRANTIES:

- 5.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;
- 5.1.2. The Agency has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Agency;
- 5.1.3. All Services performed by the Agency and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 5.1.4. Neither the Services, nor any Deliverables provided by the Agency under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 5.1.5. The Agency and each Agency employee provided by the Agency to the Alliance shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit A;
- 5.1.6. All information provided by the Agency about each of their employees is accurate; and
- 5.1.7. Each Agency employee is an employee of the Agency, and the Agency shall make all payments and withholdings required for by law for the Agency for such employees.

5.2. ADDITIONAL WARRANTIES. The Agency further represents and warrants that:

- 5.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- 5.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 5.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Agency;
- 5.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 5.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 5.2.6. The performance of this Contract by the Agency and each Agency employee provided by the Agency will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

6. OTHER OBLIGATIONS OF THE AGENCY.

- 6.1. **WORK ON ALLIANCE'S PREMISES.** The Agency and all its employees will, whenever on the Alliance's premises, obey all instructions and Alliance policies that are provided with respect to performing Services on the Alliance's premises.

- 6.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Agency shall assure that its employees interact with Alliance employees and the public in a courteous, helpful and impartial manner. All employees of the Agency in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Agency.
- 6.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Agency causes damage to the Alliance's equipment or facilities, the Agency shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Agency's action.
- 6.4. **NC E-VERIFY REQUIREMENT.** The Agency shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

7. REMEDIES.

- 7.1. **RIGHT TO COVER.** If the Agency fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the Alliance may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Agency is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the Alliance in obtaining or performing the Services from any money then due or to become due the Agency and, should the Alliance's cost of obtaining or performing the services exceed the amount due the Agency, collect the amount due from the Agency.
- 7.2. **RIGHT TO WITHHOLD PAYMENT.** If the Agency breaches any provision of this Contract, the Alliance shall have a right to withhold all payments due to the Agency until such breach has been fully cured.
- 7.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Agency agrees that monetary damages are not an adequate remedy for the Agency's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Agency hereby consents to an order granting specific performance of such obligations of the Agency in a court of competent jurisdiction within the State of North Carolina. The Agency further consents to the Alliance obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Agency breaches this Contract.
- 7.4. **SETOFF.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 7.5. **OTHER REMEDIES.** Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.



*This space has been intentionally left blank.
Execution for the contract begins on the following page.*



In witness whereof the Parties have caused this Contract to be duly executed, intending to be bound thereby.

City of Kannapolis
P.O. Box 1190
Kannapolis, NC 28082-1190

Cabarrus Health Alliance
300 Mooresville Road
Kannapolis, NC 28081

Authorized
Signature: _____

Authorized
Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Sue K. Yates
CFO, Cabarrus Health Alliance

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**STANDARD NORTH CAROLINA LOCAL GOVERNEMENT CONTRACTUAL
TERMS & CONDITIONS RIDER**

Revised and Effective: July 2022

This Standard North Carolina Local Government Contractual Terms & Conditions Rider (hereinafter referred to as “LGR” or “the LGR”) is hereby made and entered into by and between the Public Health Authority of Cabarrus County *d.b.a.* Cabarrus Health Alliance (hereinafter referred to as “The Alliance” or “the Alliance”) and any and all parties entering into any contract, memorandum of understanding or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the Alliance referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, shall be collectively referred to hereinafter as the “Agreement”.

For purposes of additional clarification and not in derogation of the foregoing, this LGR shall relate to and be fully incorporated into and supersede the Agreement between the Alliance and City of Kannapolis dated January 1, 2026.

WITNESSETH:

WHEREAS, the Alliance is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, the Alliance has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, the Alliance is prohibited by applicable law from executing the Agreement without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW, THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of the Alliance to enter into the Agreement as modified by this LGR, the parties agree as follows:

PART A: AMENDED CONTRACT TERMS

1. Contract Incorporation. **THE TERMS AND PROVISIONS OF THIS LGR SHALL BE DEEMED FULLY AND COMPLETELY INCORPORATED INTO, AGREED TO AND ACCEPTED BY ALL PARTIES ENTERING INTO ANY AGREEMENT OR CONTRACT REFERENCED HEREIN OR WHICH REFERENCES THEIR EXISTENCE**

IN ANY WAY; including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence have ascertained the existence and content of its terms. Each party entering into any such Agreement further agrees that the incorporation of this LGR into the terms and conditions of the Agreement shall be deemed to be a **MATERIAL CONDITION PRECEDENT** to the Alliance’s acceptance of such Agreement, and to the validity and enforceability of said Agreement against the Alliance by any party thereto, as well as to any later amendment or modification to the primary Agreement. This LGR shall continue to apply to any modification or amendment to the Agreement made hereafter unless this LGR is specifically made inapplicable and described with particularity therein. Partial performance by any party under such an Agreement without formal execution thereof, shall be considered as agreement to, and acceptance of, these LGR terms and conditions.

2. Contractual Conflict & Precedence. **NOTWITHSTANDING ANY STATEMENT OR PROVISION WITHIN THE CONTRACT TO THE CONTRARY, AND EXCEPT FOR ANY “ADDITIONAL TERMS & CONDITIONS” AGREED TO BETWEEN THE PARTIES PURSUANT TO THE IMMEDIATELY FOLLOWING PARAGRAPH, THE TERMS AND CONDITIONS OF THIS LGR SHALL SUPERSEDE, CONTROL OVER, AND PREVAIL IN THE EVENT OF ANY CONFLICT WITH ANY DIFFERING OR CONTRARY TERMS OR CONDITIONS OF THE CONTRACT OR AGREEMENT OR ANY AMENDMENT/MODIFICATION THERETO.** Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract shall remain in full force and effect.
3. Additional Terms & Conditions. To the extent the parties require any additional or specific modifications or amendments to the Agreement, or to this LGR itself, the same **shall be reduced in writing and attached to the Agreement labeled as “Additional Terms & Conditions” which shall clearly reference the Agreement to which it applies, shall state that it takes precedence over and shall control in the event of any conflicts with both the Agreement and any Local Government Rider, and shall be separately signed by all parties** concurrently with their execution of the Agreement instrument(s).

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS.

1. Public Records & Confidentiality. The Alliance is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Agreement, the Alliance shall not be liable to any party for disclosing the Agreement, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by the Alliance in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.
2. Access to Records. The Contractor agrees to provide the Alliance, Cabarrus County, the Department of Treasury, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
3. Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered. Payment (partial or otherwise) for any physical goods or materials to be provided to the Alliance pursuant to the Agreement, shall not be due or owed by the Alliance until after actual delivery and acceptance of any such physical items.



4. E-Verify Certification. At all times during performance of the Agreement, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by the Alliance.
5. Constitutional Limitation on Municipal Indemnification. The parties acknowledge and understand that an unlimited indemnification by the Alliance constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnification given by the Alliance to any party under the Agreement shall be deemed to be given only to the fullest extent allowed by law.
6. No Obligation by Federal Government or Cabarrus County. The Federal Government, nor Cabarrus County, are party to this contract and are not subject to any obligations or liabilities to the Alliance, the Contractor, or any other party pertaining to any matter resulting from the contract.
7. Contingent Funding/Non-Appropriations Clause. Notwithstanding anything to the contrary within the Agreement or this LGR, all financial obligations of the Alliance under the Agreement are dependent upon, and subject to, the continuing allocation of funds by the Alliance Board of Commissioners for such purpose. The Agreement shall automatically terminate if such funds cease to be allocated or available for any reason.
8. Not to Exceed (NTE) Cap. Unless otherwise approved in writing by the Alliance, the total amount of compensation payable by the Alliance to all parties under the Agreement during each fiscal year of the Alliance (running from July 1 to June 30 of the following calendar year) shall not exceed the amount, if any, which is listed or referred to within the Agreement as “Total annual compensation hereunder not to exceed \$_____without the Alliance’s prior written approval” or by substantially similar language. This amount is the total combined budget normally allocated for the services rendered under the Agreement, and may be increased unilaterally by the Alliance from time to time, only through the written approval of the Alliance. Such approval may be given via email and said increased amount approved and pre-audited by the Finance Director.
9. Preaudit & Purchasing Policy Notices. Per NCGS §159-28, no contract with a local government, including The Alliance, requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. The Agreement must contain a Preaudit Certificate signed by the Alliance Finance Officer or the Deputy Finance Officer which shall take substantially the following form: “This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.” Failure to obtain a preaudit upon the Agreement makes the contract invalid and unenforceable per state law. Additionally, pursuant to The Alliance purchasing policies, no obligation of \$1,000 or more for any goods sold or services rendered to The Alliance is validly enforceable without a valid signed contract, or a signed Purchase Order for such goods or services. Contact the Alliance Finance Office at (704) 920-1212 with any questions or for further information related to this provision.
10. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
11. Non-Discrimination. During the performance of the Agreement, all parties agree not to discriminate against any employee or applicant for employment in terms of initial employment, tenure, terms of employment or otherwise because of race, color, religion, sex, national origin, political affiliation or belief, age, sexual orientation, ancestry or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, or marital status. All parties will post, when



appropriate, all notices related to nondiscrimination as may be required by applicable law.

12. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Federal Funding. This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
13. Federal Uniform Guidance Requirements. Only if this box is marked, some or all of the source of funding for the Agreement are anticipated to be federal funds, in which event, unless otherwise marked below, the following non-exclusive federal provisions shall apply pursuant to 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), and all parties hereto agree to comply with any and all such applicable provisions.
- a. Equal Employment Opportunity (41 C.F.R. Part 60);
 - b. Davis-Bacon Act (40 U.S.C. §§3141-3148);
 - c. Copeland “Anti-Kickback” Act (40 USC § 3145);
 - d. Contract Work Hours and Safety Standards Act (40 USC §§3701-3708)
 - e. Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act 33 USC §§ 1251-1387);
 - f. Debarment and Suspension (2 C.F.R. Part 180);
 - g. Byrd Anti-Lobbying Amendment (31 USC § 1352);
 - h. Procurement of Recovered Materials (2 CFR §200.322); and
 - i. Record Retention Requirements (2 CFR §200.324)
- Only if this box is marked and initialed by the Alliance Finance Director, the Alliance has verified or determined that despite the potential use of federal funding related to the Agreement, the provisions of this paragraph DO NOT APPLY. Only in such event, the entire foregoing paragraph shall be considered void.
14. Divestment Acts. The Contractor hereby certifies that as of the date listed below, it is not on any of the Final Divestment Lists as created by the state Treasurer pursuant to The Sudan (Darfur) Divestment Act of 2007, as amended, The Iran Divestment Act of 2015, as amended, or the Divestment from Companies Boycotting Israel Act of 2017, as amended, respectively codified in NCGS §147-86.41 et seq., NCGS §147-86.55 et seq. and NCGS §147-86.80 et seq. Contractor shall not utilize in the performance of the contract any subcontractor that is identified on any Final Divestment List.
15. Termination for Convenience. Either party may move to terminate this Agreement at any time for any reason upon written notice to the other party.
- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government’s interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Government-
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor: (i) is not required to extend credit to any purchaser and; (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart [49.001](#) of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.



- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
- (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of-
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
 - (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under [49.202](#) of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable costs of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and,
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.
- (i) The cost principles and procedures of [part 31](#) of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted-
- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and



- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under [50 U.S.C. App.1215\(b\)\(2\)](#). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

Part C: OTHER GENERAL PROVISIONS.

Notwithstanding anything with the Agreement to the contrary:

1. **Choice of Law, Forum & Pre-Litigation Mediation.** This Agreement is made and entered into in Cabarrus County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court located in the jurisdiction of Cabarrus County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation, being the process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned to a case by Court Administration in Cabarrus County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
2. **Construction & Headings.** No rule of construction shall apply against any party as the drafter of the Agreement which is the result of arms-length negotiation between the parties. The titles/caption/headings of any and all portions of the Agreement are intended for reference purposes only, and shall not be deemed to affect the meaning or interpretation of the Agreement terms and conditions.
3. **Merger.** The Agreement is the entire agreement between the parties with respect to the foregoing matter



and there are not other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated in the Agreement.

4. Modification. No modifications of the Agreement shall be valid unless reduced to writing and signed by all parties hereto.
5. Severability. The provisions of this Agreement are intended to be severable. Any and all provisions for this Agreement that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability or legality hereof in any other jurisdiction.
6. Signature Warranty. Any party executing the Agreement as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the state of North Carolina, and further that any such party executing the Agreement on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Agreement.
7. Additional Limitation of Scope of The Alliance Indemnification. If applicable, any indemnification given by the Alliance shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of the Alliance's own officers, officials, employees or agents only; and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
8. Waiver of Consequential/Punitive Damages. Under no circumstances whatsoever, shall any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Agreement. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Agreement against another party, including court costs, fees, and reasonable attorneys' fees associated therewith shall be recoverable by such a prevailing party.
9. Savings Provision. The Alliance shall not be held in default of the Agreement or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty (30) days written notice thereof by the party alleging such default. If the Alliance cures any default within that period, no breach of the Agreement shall be deemed to have occurred.
10. Electronic and/or Duplicate Execution & Order of Execution. The Agreement may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Agreement shall have the same force and effect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with the Alliance shall execute the Agreement first and deliver a fully signed copy thereof (preferably via electronic form) to the Alliance for its counter-execution and delivery of a fully signed copy to all parties.
11. Notices. All notices and other communications required or permitted by the Agreement shall be in writing and shall be given either by personal delivery, fax or certified United States mail, or e-mail (return receipt requested), addressed as follows:



To The Alliance:
Attn: Monica Shelley-Henson

300 Mooresville Rd.

Kannapolis, NC 28081

To Contracting Party(ies):
City of Kannapolis

P.O. Box 1190

Kannapolis, NC 28082-1190

Email: Purchasing Dept.
Subject: Contract Admin

12. Advertising. The Agreement and/or relationship among the parties shall not be used for any advertising purposes, including referrals or testimonials, by either party without the express written consent of the other party.

IN WITNESS WHEREOF, the parties hereby set their respective hands and seals on the dates noted below.

Cabarrus Health Alliance
300 Mooresville Road
Kannapolis, NC 28081

City of Kannapolis
P.O. Box 1190
Kannapolis, NC 28028-1190

Authorized
Signature: _____

Authorized
Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Sue K. Yates
CFO, Cabarrus Health Alliance

*This space has been intentionally left blank.
Exhibits for the contract begins on the following page.*



EXHIBIT A: Approved Budget

1. Name of Contractor/ Sub-recipient: City of Kannapolis
2. Method of Selection: All contractors are selected based on guidelines in the Public Health Authority of Cabarrus County's Purchasing Policy, Section I. Bidding Process.
3. Period of Performance: September 30, 2025 – September 29, 2026
4. Scope of Work is detailed in a Memorandum of Agreement between The Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance and City of Kannapolis
5. Detailed Budget and Justification for Component A: ~\$10,500
 - a) Other Direct Costs Total: \$10,500
Funds will be allocated to support City of Kannapolis for managing their farmers market, providing capacity building for partners and promotion opportunities for residents to ensure the food access point is a long-term solution to food insecurity in the area. The City of Kannapolis will assist in hosting a walkability audit for two high priority areas (i.e. Midway and Ridge Avenue). Lastly, funds will be used to support the development of a 10-year Wellbeing Plan highlighting existing and future wellness initiatives to include, but not limited to access to physical activity opportunities and healthy food. Allocated funds for this effort include: \$5,000.
 - b) Marketing (i.e. social media and print) and community engagement efforts will be conducted to increase and promote physical activity opportunities, transform public spaces, strengthen connection between people and places (i.e., placemaking) as well as create/improve routes (e.g., trails, sidewalks, bike lanes, etc.) that connect to these places. Allocated funds for this effort include: \$5,500.
6. Method of Accountability:~
 - a) Cabarrus Health Alliance will comply with the agency's Purchasing Policy to ensure accountability. Sub-recipient activities will be monitored by the Program Administrator and Finance Director.
 - b. The City of Kannapolis will:
 - i. Maintain frequent communication with Cabarrus Health Alliance.
 - ii. Submit annual audit report to Cabarrus Health Alliance. If the agency is not required to have a program-specific audit, Cabarrus Health Alliance will be permitted to perform adequate monitoring of sub-recipient activities, including independent auditor access to the sub-recipient's records and financial statements.
 - iii. Report names and total compensation of each of the sub-recipient's five most highly compensated executives for the preceding completed fiscal year by request.



- iv. Report any actions that obligate more than \$25,000 or more in Federal funds.

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026
Amendment # 26-35**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 13th day of April 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:

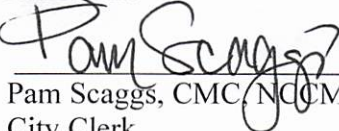
Description: The City of Kannapolis was awarded a \$10,500 grant through Cabarrus Health Alliance appropriates grant funds for improving access to healthy food and physical activity.


SECTION I- GENERAL FUND

Revenue:	Increase: Economic Development: Private Grant Revenue: 11115-34800	\$10,500
Expenditure:	Increase: Economic Development: Contracted Services Expenditure: 11115-48000	\$10,500

This ordinance is approved and adopted on this 13th day of April, 2026.

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk


George Douglas Wilson, Mayor
City of Kannapolis



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council
From: Wilmer Melton, City Manager
Subject: **RESOLUTION** - In support of the Kannapolis/Landis Joint Wastewater Treatment Plant. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve

Required Votes to Pass Required Action

Majority Present at Meeting

Background

As a collaboration between two municipalities, the City of Kannapolis and Town of Landis are requesting legislative funding to construct a new wastewater treatment facility that will jointly serve both communities. The project features a new wastewater treatment plant rated to treat 1,600,000 gallons per day (GPD) plus sewer conveyance infrastructure to transport wastewater from the Kannapolis sewer system to the proposed plant site in Landis. The total funding request is \$51,874,000 and will cover all construction, contingency, engineering, land acquisition, and other soft costs budgeted for the project.

The City of Kannapolis owns its internal sewer collection system and discharges the wastewater to a treatment facility owned by the Water & Sewer Authority of Cabarrus County (WSACC). Over the last five years WSACC has experienced challenges with the available capacity at their treatment plant.

Even after WSACC's efforts to expand their facility, Kannapolis continues to experience a shortage of available sewer capacity. The capacity shortage is impacting Kannapolis's ability to approve new and existing projects throughout the City, ranging from average-to-medium size residential projects to multi-billion dollar economic development projects.

The Town of Landis also owns its internal sewer collection system, and Landis discharges their wastewater to the City of Salisbury for treatment. Over the last few years discussions with Salisbury about an increase in capacity allocated to Landis, and the cost of such capacity, have reached an impasse. Located slightly farther from Charlotte than Kannapolis, Landis is just recently starting to feel the economic growth that Kannapolis has been experiencing for more than a decade, and the Town is seeking to own and control their wastewater treatment infrastructure so they have the freedom to allocate capacity to important private investment projects in the Town.

Both municipalities are highly motivated to increase their sewer treatment capacity, and they wish to do so in a way that allows each municipality to own, control, and allocate the sewer capacity to the greatest benefit of their residents and businesses. The ability to collectively satisfy the growth pressures of their communities in a responsible manner is critical to the future of each entity. Both municipalities are also prepared to proceed immediately with preliminary engineering upon funding approval. The timeline for engineering, permitting, procurement, and construction is estimated at 48-

54 months.

Fiscal Implications

The request is subject to Legislative funding allocation.

Alternate Courses of Action

Attachments

1. 2026-13 Resolution Supporting Funding Request for Wastewater Treatment Plant with Landis

**A RESOLUTION SUPPORTING A FUNDING REQUEST FOR THE
CONSTRUCTION OF A REGIONAL WASTEWATER TREATMENT PLANT
IN PARTNERSHIP WITH THE TOWN OF LANDIS**

WHEREAS, City of Kannapolis and the Town of Landis are experiencing sustained economic growth and increased interest in residential, commercial, and industrial development; and

WHEREAS, adequate and reliable wastewater treatment capacity is essential to protecting public health, supporting responsible growth, and ensuring environmental stewardship; and

WHEREAS, both the City of Kannapolis and the Town of Landis currently face limitations in available and financially sustainable wastewater treatment capacity; and

WHEREAS, the City of Kannapolis and the Town of Landis have established a collaborative partnership to plan for and develop a new regional wastewater treatment facility that will serve the long-term needs of both communities; and

WHEREAS, the proposed project will expand infrastructure capacity, enable economic development opportunities, increase housing availability, and strengthen the regional tax base; and

WHEREAS, the total cost of constructing a new wastewater treatment plant exceeds the financial capacity of the local governments without assistance; and

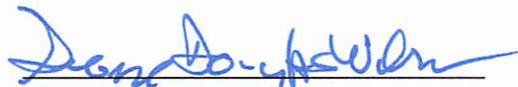
WHEREAS, securing funding from the State of North Carolina is critical to advancing this project in a timely and fiscally responsible manner.

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

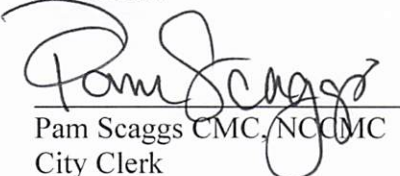
1. That the City of Kannapolis formally requests state funding assistance in the amount of \$51,874,000 for the planning, design, and construction of a new regional wastewater treatment plant in partnership with the Town of Landis.
2. The Kannapolis City Council affirms its commitment to working collaboratively with the Town of Landis to develop, construct, operate, and maintain the proposed facility.
3. The City of Kannapolis will continue to pursue all available funding opportunities and allocate local resources, as appropriate, to support the successful completion of this project.
4. The Kannapolis City Council respectfully urges members of the North Carolina General Assembly and relevant state agencies to give full and favorable consideration to this funding request.

BE IT FURTHER RESOLVED that this resolution shall be included as part of the City's formal funding request submission to the State of North Carolina.

ADOPTED this 13th day of April 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs CMC, NCCMC
City Clerk

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**CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
Retreat Day 2
February 21, 2026**

10 The City of Kannapolis City Council held their second Council Retreat meeting on Saturday, February
11 21, 2026, at 9:00 AM, Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

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CITY COUNCIL PRESENT:

18 Council: Doug Wilson, Mayor
19 Ryan Dayvault, Mayor Pro Tem
20 Darrell Jackson
21 Dianne Berry
22 Isaiah Payne
23 Jeanne Dixon
24 Naomi Hatchell

25 Council Absent: None

26 City Manager: Wilmer Melton

27 Assistant City Manager: Tina Cline

28 Assistant City Manager: Kristin Jones

29 Economic Consultant: Mike Legg

30 City Attorney: Andrew Kelly

31 Staff Present: Tony Eury DJ Jordan
32 Gary Mills Richard Smith
33 Michael Rattler Tracy Winecoff
34 Alex Anderson Beth Hassenfritz
35 Brett Mann Becky Tolle

36 Visitors Present: Phil Goodman

37
38 **CALL TO ORDER AND WELCOME**

39 Mayor Wilson called the meeting to order

40
41 **Review of Unresolved Day 1 Retreat Topics**

42 Economic Consultant, Mike Legg, thanked Council for their work during their Day one retreat and
43 stated that while many issues were generally aligned, some nuances remain to be addressed, with the
44 first topic being transit.

45
46 Transit

47 Feedback on the transit system reflected diverse perspectives. Some Council members supported
48 terminating the interlocal agreement with Concord, while others favored renegotiating costs, further

1 study, or exploring a hybrid approach incorporating microtransit. City Manager Wilmer Melton noted
2 that implementing a new system would likely take several years and, although microtransit could
3 improve service, it would be more expensive and costs would rise as ridership increases. Discussion
4 focused on current system costs, equitable cost-sharing between Kannapolis and Concord, and
5 perceived low ridership. Challenges with the existing system, such as long travel times, 90-minute
6 headways, and limited flexibility, were also discussed. Alternatives, including Cabarrus County's
7 paratransit program, were suggested to assist riders, emphasizing that the current system is not the
8 only transit option. Mr. Melton added that Concord is reviewing its provider options and must be
9 informed by April 1, 2026, of Kannapolis's decision. Council reached consensus to continue
10 providing some form of transit while directing staff to explore options and communicate to Concord
11 that the City is actively evaluating alternative solutions.

12 13 Swanee Theatre Operations

14 Council discussed the future of the Swanee Theater, weighing options between maintaining current
15 operations, shifting to a mixed-use event space, or potentially selling or leasing the property. With
16 the theater operating at a loss, members debated whether it should function as a public amenity or a
17 revenue-generating asset. Consensus for a one-year trial of a hybrid model was approved, combining
18 a limited number of city-hosted concerts with private rentals to offset costs while preserving
19 community access. Council emphasized fiscal responsibility, including detailed cost analysis,
20 potential ticket price adjustments, and revenue from concessions. While the theater's positive impact
21 on downtown businesses was noted, concerns remain about overall financial sustainability. At the
22 end of the trial period, Council will reassess performance and consider next steps, including
23 alternative models or a possible sale, with protections for the building's historic character.

24 25 Employee Health Insurance Adjustments

26 The discussion on health insurance centered around the increasing costs for employee coverage. The
27 core question was whether the city should proactively address these rising costs by changing how
28 health insurance is provided to employees. Several options were proposed, including passing some of
29 the costs onto employees, adjusting plan coverages with higher and lower cost options, and
30 encouraging greater use of the city's health clinic. It was suggested that the city could take a more
31 aggressive approach by adjusting other parts of the budget to allocate more funds to the health and
32 risk fund, potentially addressing any shortfalls as they arise. Staff was tasked with developing several
33 options for Council to review, using a "menu" approach that would allow for more flexibility in
34 selecting the best solution. These options would be presented in the coming months as part of the
35 budget discussions.

36 37 Eastside Park

38 The discussion on the East Side Park was centered on whether to proceed with the project now or
39 delay it for further consideration. The main expense for the park is the construction cost, as the city
40 already owns the land but there are also concerns about the annual operational costs. Explanation
41 regarding the implications if the City were to return the grant received for the park's development,
42 but Council emphasized the city's other pressing budgetary needs and long-term obligations. While
43 the grant is a significant factor, there were suggestions to delay the decision until after other one-time
44 expenditure discussions, allowing for a more comprehensive look at the city's fiscal health. Council
45 also discussed the possibility of looking into a park and recreation bond, combining various initiatives
46 like greenways and parks, which could provide a clearer path forward while balancing the budget.

1 Council also revisited previous decisions, expressing regret about not purchasing a recreational park
2 on the east side and the decision to sell the baseball stadium, which could have been valuable for
3 hosting events. There was a consensus that voters should have more responsibility in deciding park-
4 related investments, and further discussions are planned to determine the best way to move forward
5 with the East Side Park and other related projects.
6

7 **One-Time Expenditures Discussion and Prioritization**

8 Council discussed a list of twenty one-time expenditure projects (attached as Exhibit A) totaling
9 approximately \$12 million, with some having previously appropriated City Funds. These projects are
10 discretionary and could be funded through various sources, including the fund balance, debt
11 financing, or property sales like the College Station property.
12

13 A scoring system was introduced to prioritize the projects based on community value and cost
14 efficiency. Each project will be rated on a scale from high to low value, and cost efficiency will be
15 assessed based on the potential for leveraging other funding sources. Projects with high community
16 value and low costs will be prioritized. Mr. Legg stated that while not all projects can be funded, this
17 scoring system will help guide decision-making.
18

19 Gary Mills emphasized the process and ramifications of returning the park grant. He clarified that in
20 order to withdraw from a state grant, the City would need to follow several steps, including soliciting
21 public comments through a public meeting, passing a resolution requesting the termination of the
22 project grant, and sending a formal letter from the City's chief elected official to the state. The letter
23 must address the circumstances for the request, as well as include the public comments received and
24 a copy of the approved resolution. He added that while the City has not sought reimbursement yet for
25 the current grant, withdrawing from the grant could affect future state funding opportunities.
26 Specifically, he cautioned that the City could be considered a "high-risk" entity in future grant awards.
27 The last time the city received a park grant was in 2005, when it was the second-highest awarded
28 grant in the state.
29

30 **Public Safety**

31 Western Transmission Tower

32 Staff noted that a western transmission tower has been under discussion for several years due to
33 engineering complexity, site selection challenges, and delays outside of the City's control. The
34 estimated project cost has increased to approximately \$3.2 million, though this remains a preliminary
35 figure pending bidding. The City has secured a \$963,000 federal grant, which is set to expire soon;
36 however, an extension request has been submitted and is not expected to present significant issues.
37 The project aims to address critical communication gaps for emergency personnel in the rapidly
38 growing extreme northwest area, where increased call volume has exposed unreliable radio coverage
39 in certain locations. The proposed tower, to be located near existing City-owned property by the water
40 tower off Odell Road, would integrate into the regional radio network, improving signal reliability
41 for police and fire operations and enhancing responder safety, particularly in high-risk situations.
42 While the system primarily benefits the City, it may also provide limited support to neighboring
43 jurisdictions and generate modest revenue from third-party users. Council has already appropriated
44 several hundred thousand dollars toward the project, leaving an anticipated funding gap of over \$2
45 million. Staff indicated this could be addressed through a combination of debt financing, reserves,
46 and potential additional funding from county or state sources. Council discussion emphasized the
47 importance of the project as a long-term infrastructure investment supporting growth and public

1 safety, with acknowledgment that further deliberation is needed to determine the final funding
2 approach.

3 4 Training Tower

5 Staff discussed the need to construct a new fire training tower at Station One following the demolition
6 of the previous structure, which was built in 1996 and had become unsafe due to age and structural
7 issues. Since its removal, the fire department has relied on alternative training locations, including
8 regional college facilities and neighboring departments, but these options are logistically challenging,
9 time-consuming, and reduce operational coverage due to travel time. Current arrangements often
10 require crews to travel up to 45 minutes round trip, increasing wear on personnel and equipment while
11 leaving service gaps within the city. Additionally, access to regional training facilities has become
12 increasingly limited due to high demand, with scheduling often required a year in advance. Unlike
13 police training, which is often conducted off duty, fire personnel must train while on duty and remain
14 available for emergency response, making proximity to a dedicated facility critical.

15
16 The proposed replacement tower, estimated at approximately \$1.5 million, would be located at Station
17 One and designed as a modular, long-lasting structure with an expected lifespan of up to 50 years.
18 While no external funding has been secured, Council has already appropriated funds toward the
19 project, leaving the remaining balance to be funded. The facility would support daily training needs,
20 improve response readiness, and enhance firefighter safety while maintaining coverage across service
21 areas. Though intended for city use, the tower could also support regional collaboration and training
22 partnerships, with potential cost-sharing through materials or maintenance contributions rather than
23 direct rental fees. Council discussion emphasized the importance of the project as a practical and
24 long-term investment in public safety infrastructure, particularly given ongoing growth, increased call
25 volume, and the limitations of relying on external training resources.

26 27 Logistics

28 Staff presented a proposal for a fire department logistics building to address inadequate storage
29 conditions. Currently, the department relies on makeshift facilities, including the Floyd Street site,
30 which are suitable for small items but insufficient for large, high-value assets such as reserve
31 apparatus and trailers. As a result, equipment is often exposed to the elements, leading to maintenance
32 concerns and an unprofessional appearance at Station One. The estimated \$800,000 project would be
33 partially funded by a \$345,000 federal grant, creating an approximately 50/50 split; delaying the
34 project would mean forfeiting this funding.

35
36 The plan calls for a simple, functional structure at Station One, expanding near the former training
37 tower site to include multiple covered bays for apparatus and equipment. While not intended to be
38 elaborate, the facility would provide necessary shelter, limited climate control, and improved
39 organization and access. Although a larger, centralized storage or fleet facility may be needed in the
40 future, this project serves as a practical interim solution, with potential for modular construction that
41 could be repurposed or relocated. Staff emphasized the goal of protecting assets, improving
42 efficiency, and maintaining a more professional and functional environment.

43 44 Adaptive Response Vehicle and Western Area Fire Protection

45 Staff presented two fire service items. The adaptive response vehicle (ARV) request is a one-time
46 purchase to add a vehicle and improve response capacity. The Western Area Fire Protection item
47 advances prior Council direction to fund land acquisition for a future station or shared facility, while

1 continuing efforts to partner with Odell as the preferred option. Setting aside funds demonstrates
2 commitment and strengthens the City’s negotiating position, while also providing a fallback if a
3 partnership is not reached. The City already owns a four-acre parcel that meets minimum
4 requirements but is not ideal; it could be sold to help fund a better site. Approximately \$383,000 has
5 already been reserved for acquisition, with additional funding needed only if costs exceed that
6 amount.

7
8 **Streets and Sidewalks**

9
10 Midlake Avenue Sidewalk

11 Staff presented the Midlake Road sidewalk project as a significant quality-of-life initiative supported
12 by a recently secured \$4.6 million Surface Transportation Block Grant, covering 80% of the total
13 cost. The City’s required 20% match is approximately \$1.1 million. This grant represents a major
14 achievement after prior funding attempts were unsuccessful and is considered unlikely to be
15 replicated if declined. The project would provide critical pedestrian access along Midlake Road from
16 Brantley to Center Grove, addressing longstanding connectivity concerns, particularly related to
17 access to the proposed park area, though it delivers community benefit regardless of park timing. The
18 grant allows up to five years for completion, with possible extensions. Council discussed the option
19 of pairing the project with potential park-related bond funding, including the possibility of
20 reimbursement, but noted the risk of tying the sidewalk to a bond referendum outcome, which could
21 jeopardize the grant if voters do not approve the broader project.

22
23 Street Paving and Sidewalk Repair

24 Staff presented a proposal to allocate an additional \$1 million from reserves for one year of
25 supplemental street paving, describing it as a straightforward, one-time investment to accelerate
26 ongoing maintenance. The City uses a condition-based inventory of streets and sidewalks to prioritize
27 needs. While some in-house equipment is available, it is limited to minor repairs, so most resurfacing
28 is completed through contracted services. Expanding in-house capacity is being explored but is
29 constrained by staffing, equipment, and the limited paving season. The added funding would modestly
30 increase annual resurfacing, typically covering about two to four miles of streets, depending on
31 project scope. Staff also noted the use of cost-effective asphalt surface treatments to extend coverage
32 where appropriate. However, the overall impact would remain incremental compared to system-wide
33 needs. Council discussion acknowledged the gap between available funding and infrastructure
34 demand, with potential long-term solutions including dedicated funding sources or bond initiatives to
35 more substantially address street maintenance.

36
37 South Main Street Parking Lot

38 Staff discussed a previous proposal to build a 128-space surface parking lot on Main Street, south of
39 the train station, on City-owned property. The North Carolina Department of Transportation
40 (NCDOT) would fund and construct roughly half of the lot, with the City contributing about \$750,000
41 to complete the project through a coordinated agreement. The lot, accessed from Main Street and
42 aligned with the adjacent parking deck entrance, is intended to support downtown parking demand,
43 including train users and nearby developments. Council discussion focused on project timing, traffic
44 impacts, and coordination with nearby construction, particularly delays in the adjacent apartment
45 project and related street improvements. Questions were raised about parking management, including
46 use by residents and train passengers. Staff indicated the lot would operate as public parking, similar
47 to other downtown spaces, with potential options such as designated areas or permit systems if

1 needed. Overall, the project was viewed as an opportunity to expand parking capacity in a high-
2 demand area, while recognizing ongoing coordination challenges.

3 4 8th Street Greenway HAWK Crosswalk

5 The 8th Street Greenway connection project, supported by a \$482,000 Surface Transportation Block
6 Grant and a \$120,000 (20%) City match, will create a safer mid-block crossing along North Loop
7 Road to improve pedestrian access to the greenway. Discussion emphasized the growing need for the
8 project amid ongoing and anticipated downtown development, including nearby projects such as
9 Millstone and Harris Teeter. The improvement addresses a current gap where no safe crossing exists
10 along a stretch of roadway with increasing traffic speeds. Council highlighted the project's
11 importance for pedestrian safety and connectivity, as well as the potential for future enhancements
12 such as signalization along Loop Road.

13 14 **Operational Readiness**

15 16 "Rainy Day" Fund

17 Staff recommended reserving a portion of the available fund balance as a conservative financial
18 measure rather than committing all funds to current projects. While about \$5 million is identified
19 above the City's 25% fund balance policy target, the proposal suggests setting aside roughly \$4–6
20 million for unforeseen future needs, with the exact amount left as a policy decision. Council
21 discussion noted the City's strong financial position, with an overall fund balance near \$20 million
22 that supports stability and borrowing capacity. Members also discussed the broader approach to
23 excess funds, balancing the desire to maintain additional reserves with the opportunity to invest in
24 community projects, recognizing that these funds ultimately represent public resources.

25 26 Capital Outlay

27 This item proposes allocating \$1 million from the fund balance for capital outlay, primarily to replace
28 equipment and vehicles. No capital outlay was completed last year, creating tighter budget constraints
29 for the current year. While using fund balance for recurring needs is generally discouraged, it is
30 reasonable in this case because the items have long useful lives, typically 10–20 years, making it a
31 justifiable one-time allocation. This approach allows departments to maintain essential assets despite
32 budget limitations.

33 34 **Quality of Life/Economic Growth**

35 36 Historic Preservation Program

37 The discussion focused on establishing a historic preservation program as an outgrowth of the
38 strategic planning process, initiated by a citizen focus group. A key component is hiring a program
39 coordinator who would oversee preservation efforts and potentially support future museum
40 operations. It was suggested that this role would be foundational in coordinating initiatives, fostering
41 community awareness, and advancing projects that are currently handled in a fragmented way. The
42 program would likely be guided by a city-appointed historic advisory commission representing the
43 broader community, with existing groups such as Kannapolis History Associates integrated into a
44 more unified structure. There was consensus that collaboration with these groups is essential,
45 potentially including their involvement in the hiring process to build shared ownership and trust.

1 The program’s broader goal is to increase public engagement with local history, particularly among
2 newer residents who may lack awareness of Kannapolis’s heritage. Suggested efforts include
3 educational initiatives, historical markers, digital mapping, and publication of a history book, all
4 aimed at making history more visible and accessible. Council noted the importance of having
5 dedicated leadership to move ideas, such as historic designations or recognition of notable sites, into
6 actionable outcomes. Educational opportunities, especially involving school field trips and
7 partnerships with downtown facilities, were also highlighted as a way to build long-term community
8 interest. Funding for the coordinator position remains available in the current budget, with additional
9 estimated startup costs to be determined through the upcoming budget process.

10 11 History Musuem/Cultural Arts Facility

12 Discussion focused on renovating the Wells Fargo building into a flexible, multi-use facility
13 emphasizing history while accommodating cultural arts, community events, and a potential visitor
14 center. The building is structurally sound, requiring mainly interior renovations, with adaptable
15 spaces such as the drive-through area and partial basement. Design ideas include flexible exhibit
16 areas, rotating displays, and meeting rooms to support varied uses. Preliminary renovation costs are
17 estimated at \$1.8–\$1.9 million, described as a conservative high-end figure that could decrease based
18 on scope and design choices. Funding appears feasible, with \$700,000–\$800,000 already set aside
19 plus additional downtown development allocations, potentially leaving a funding gap of roughly
20 \$150,000. There is interest in seeking support from the Cannon Foundation for enhancements or
21 naming opportunities, though debt financing is not currently necessary. Operational costs remain the
22 primary uncertainty, varying with staffing and programming levels. Basic maintenance is
23 manageable, but a fully staffed facility would require sustained funding. Options to mitigate costs
24 include incorporating a visitor center using downtown support allocations and leveraging volunteers,
25 though reliance on volunteers alone may be challenging. The next steps will focus on refining cost
26 estimates, defining usage priorities, and determining operational needs.

27 28 Downtown Visitors Center

29 The discussion then turned to the concept of a downtown visitor center potentially located within the
30 Swanee theatre. Council noted the strong synergy between the Swanee site and the nearby Wells
31 Fargo building, as both are located within the same block and could be developed in a coordinated
32 way to support complementary uses. The key takeaway was that these concepts, a visitor center and
33 a history museum, should be evaluated at a high level based on their value to the community, rather
34 than becoming overly focused on specific layouts or implementation details at this stage. If both are
35 determined to be worthwhile investments, the exact design and use of space can evolve accordingly.
36 Council agreed that consolidating these uses into a central, well-designed location would create a
37 more effective and engaging destination for residents and visitors alike.

38
39 The conversation also highlighted potential partnerships with local Convention and Visitors Bureaus
40 (CVBs) in Cabarrus and Rowan counties, which have expressed interest in expanding visitor center
41 locations, possibly in collaboration with existing attractions or commercial areas. Council consensus
42 was to engage an architect to assess building constraints and develop conceptual design options as
43 well as to establish a historic preservation commission.

44 45 Gem Theatre Improvements – Phase III

46 The proposed third phase of the Gem Theatre renovations focused on improving customer service by
47 adding a second concessions area on the left side of the building to reduce long wait times during

1 peak attendance. Preliminary plans estimate the cost at \$550,000, with \$264,000 already being
2 secured, leaving approximately \$291,000 still needed. This phase is limited to the left-side expansion,
3 though future plans may include additional community and upper-level space improvements. The
4 added concessions capacity is expected to ease congestion, enhance the customer experience, and
5 increase revenue, which is essential to the theater’s financial sustainability.

6
7 Break for lunch
8

9 Kannapolis resident Phil Goodman commented that he is a lifelong resident of Kannapolis who has
10 attended council meetings since 2017 and praised the current council as the most unified he has seen
11 in eight years. Mr. Goodman expressed appreciation for their dedication to the city’s best interests,
12 acknowledged their work in preserving the city’s history, and stated that their efforts are valued by
13 the community

14
15 I-85 Monuments – Phase I

16 Council discussed the Interstate 85 (I-85) entry monuments project, a long-standing initiative in
17 partnership with Concord. The project includes three interchanges: Exit 58 (Davidson Highway), Exit
18 60 (Cannon Boulevard Boulevard), and Exit 63 (Lane Street), with the Lane Street interchange funded
19 entirely by Kannapolis and the other two shared with Concord. The total project cost is approximately
20 \$1.7 million, with Kannapolis responsible for about \$1 million and Concord contributing \$660,000.
21 The monuments are intended to enhance city branding and visibility along I-85, similar to projects in
22 Rock Hill, and each interchange will feature distinct designs. While some Council expressed concerns
23 about the high-cost relative to other signage options, the joint agreement with Concord allows
24 flexibility, and Concord could proceed independently if Kannapolis opts out. Council acknowledged
25 the visual and marketing benefits of the project but also debated alternative, lower-cost approaches
26 to City promotion.

27
28 Bakers Creek Park Building Replacement

29 The existing 44-year-old park building is not ADA-compliant and has ongoing maintenance issues,
30 and a new facility is required to meet accessibility standards. The proposed design includes accessible
31 restrooms, a concession area, and improved site grading and parking to accommodate ADA
32 requirements, with the building located between the current structure and the tennis/pickleball courts.
33 Increased park usage, driven by recent upgrades such as the addition of pickleball courts, has
34 highlighted the need for updated facilities. Council discussed funding options and expressed support
35 for leveraging a grant to replace the building rather than continuing to modify the existing structure.
36 Construction will aim to keep the current building operational until the new facility is complete.

37
38 Irish Buffalo Creek Greenway – Phase II

39 The next phase of the Buffalo Creek Greenway is contingent on obtaining a state transportation grant.
40 Additional funding from the Health Alliance, Carolina Thread Trail, and other state sources has
41 already been secured for property acquisition and design. Staff proposed earmarking available city
42 funds to ensure readiness if the grant is awarded. The project will connect to existing trails, Highway
43 Three, and recent sidewalk improvements, enhancing recreational access and trail connectivity.
44 Discussion emphasized high community value and strong usage of greenways. Property acquisition
45 is underway, with construction to proceed once grant funding is confirmed and within established
46 timelines.

1 Block 10 Hotel Park

2 The proposed park would enhance the area between a proposed hotel on Block 10 and the ballpark,
3 providing green space, pedestrian connections, and improved aesthetics. The estimated project cost
4 is \$1.2 million, with the city responsible for up to \$600,000. Staff and the developer would collaborate
5 on design and would include access to the ballpark’s playground and splash pad but would remain
6 gated during ballgames. Council noted that if the hotel does not move forward, the area could still
7 serve as green space with a sidewalk connection to the ballpark. The decision centered on whether
8 the project has sufficient community value to justify earmarking funds, recognizing that construction
9 may not occur for several years depending on the hotel’s progress.

10
11 Upgrades to KMS Athletic Field

12 Council reviewed a potential partnership with Kannapolis City Schools to install turf on the field at
13 Kannapolis Middle School. The turf would enable year-round use, benefiting both city programs and
14 school athletics, while taking advantage of existing infrastructure, including lighting, restrooms, and
15 concession facilities. While the project is recognized as having community value, Kannapolis City
16 Schools does not consider it a priority, citing a greater need for classroom space.

17
18 **Water & Sewer Fund Revenues and Project Discussion**

19 An overview of the five-year plan for water, sewer, and stormwater fund was presented in a format
20 similar to prior general fund and transit briefings. Key revenue drivers were highlighted, noting
21 slower growth in tapping and connection fees, with conservative projections of modest increases
22 across residential and commercial water and stormwater services. Expenses were largely held flat,
23 accounting for personnel cost increases, health insurance, retirement contributions, and inflation, and
24 planned utility expansions, including a \$600,000 phase for wastewater treatment capacity. Debt
25 service is expected to decline due to the retirement of prior obligations, while indirect support fees to
26 the general fund were projected to grow modestly. The plan assumes no new positions, no additional
27 debt issuance, and no rate increases beyond those previously approved. It was reported that fund
28 balances remain healthy, maintaining policy thresholds, and emphasized the need for recurring fee
29 adjustments to support operating expenses, debt obligations, and future capital projects. Service
30 coverage ratios and financial metrics were discussed as essential for securing future debt while
31 ensuring operational sustainability.

32
33 Water & Sewer

34 Mr. Legg advised Council that they will need to strategically plan for both expansion and system
35 maintenance to ensure sustainable water and sewer service with four primary focus areas: wastewater
36 treatment capacity, particularly the WSACC facility and potential participation in its expansion;
37 neighborhood expansion, mainly in annexed western areas lacking water service; system
38 rehabilitation, addressing deferred maintenance on existing infrastructure; and other growth-related
39 considerations. He introduced the Director of Water Resources, Alex Anderson, for detailed
40 information.

41
42 Mr. Anderson presented that the wastewater treatment plant is the city’s most critical and costly
43 infrastructure need, with projected demand increasing from 4.5 million gallons per day to
44 approximately 7 million by 2030 and an additional 2 million gallons by 2040. Three near-term
45 capacity options were reviewed: expansion at the Rocky River Regional (WASAC) facility, which
46 would yield limited capacity at a high cost due to nutrient removal requirements; rerouting flows from
47 the Kannapolis Crossing pump station to Salisbury, offering a lower-cost, short-term solution; and

1 development of a jointly owned plant with Landis, which, while requiring higher upfront investment,
2 appears most cost-effective over a 25-year period. Board members emphasized the importance of
3 pursuing grant funding, lobbying for relief from unfunded mandates, and maintaining local control
4 over wastewater planning. Long-term strategies discussed included partial rerouting of flows,
5 expansion flexibility at a potential Landis facility, and managing growth impacts in key development
6 areas, with project timelines ranging from approximately two to five years depending on the option
7 selected.

8
9 It was further noted that a new Landis plant could cost approximately \$52 million including land,
10 though alternative configurations, such as siting in Kannapolis, would have similar costs and be
11 influenced by permitting timelines. Governance structures remain undecided, with options including
12 partnerships or formation of a new authority. China Grove is not a participant due to its existing
13 system ownership by Salisbury, leaving Landis and Kannapolis as the primary stakeholders.

14
15 Priority infrastructure projects were also reviewed, with wastewater needs remaining the primary
16 focus. Key initiatives include the Summers Walk connection to Charlotte Water to improve system
17 redundancy for approximately 5,000 residents, Phase One upgrades to the water treatment plant to
18 address PFAS/PFOA compliance, required water line relocations associated with NCDOT projects,
19 and the Kentucky sewer outfall replacement due to ongoing failures. The Forest Brook Lift Station
20 upgrade will be fully grant-funded and supports the Loop Yard development. Financial projections
21 indicate significant rate increases driven by debt service and coverage requirements, particularly in
22 the early years, though impacts could be reduced through phasing or external funding.

23
24 Neighborhood water extension requests were discussed, primarily driven by the need for fire
25 protection and water access in areas currently served by private wells. Proposed projects could be
26 bundled into a single financing package, resulting in an estimated \$2.45 monthly increase per
27 customer, though participation uncertainty presents risks. Staff recommended requiring binding
28 agreements from a majority of residents to ensure connection and system viability, noting that bond
29 covenants prohibit discounted connection fees, leaving payment plans as the only incentive option.
30 Officials also cautioned that extending service is discretionary and that setting precedents could
31 impact future requests. Among all projects, the Summers Walk connection was identified as the most
32 beneficial due to its relatively low cost and significant system reliability benefits, while most
33 remaining unserved areas north of Highway 73 would likely be addressed on a case-by-case basis.

34
35 The discussion focused on neighborhoods south of Highway 73, with particular attention to the Farm
36 Hill area, which includes Wabash and the neighborhoods behind the new commercial developments
37 near Navajo and Archdale. Although these areas were annexed, water and sewer services were never
38 extended, largely due to past drought conditions and shifting demand. During earlier drought periods,
39 the city began extending water infrastructure into nearby areas like Dogwood, but once the drought
40 ended and private wells recovered, demand dropped and further expansion was halted. At the time,
41 there was also an expectation that Farm Hill would be redeveloped as a whole by developers acquiring
42 multiple parcels; however, this never materialized due to the complexity of assembling many
43 individually owned lots. While some development occurred closer to Afton Run and Afton Village,
44 much of Farm Hill remains a mix of corporate-owned rental or land-banked properties and long-term
45 residents.

1 Currently, there is limited community pressure to extend water service despite known groundwater
2 quality issues, with only occasional requests from residents experiencing well failures. Extending
3 water to Farm Hill is included as a standalone capital improvement project estimated at \$2.98 million,
4 which would result in a significantly higher monthly cost to residents compared to other projects.
5 Nearby areas such as McClenny and Starlight are planned for gradual improvements through ongoing
6 city efforts, particularly where they align with long-term interconnection plans with the City of
7 Concord. Fager Lake remains the only nearby street without water service and is being monitored,
8 with potential improvements tied to future development on Coral Drive. Overall, infrastructure
9 expansion in these areas is proceeding incrementally, guided by cost considerations, development
10 activity, and limited resident demand.

11
12 A consultant found that much of the City’s water and sewer infrastructure, particularly pipes from the
13 1950s and 1960s, is aging and in need of replacement. While the City currently spends about \$100,000
14 annually on rehabilitation, the recommended funding level is \$3.3 million per year over 15 years,
15 with a minimum starting point of \$1.35 million to achieve cost efficiencies. The proposed program
16 would involve rotating, large-scale replacement projects across priority neighborhoods, beginning
17 with areas like Suburban Woods that have the most frequent breaks. Projects would include replacing
18 water lines, repairing sewers, and repaving roads. With an estimated pipe lifespan of 75 years, newer
19 infrastructure would not require immediate attention, and the City would move through a long-term,
20 continuous cycle of system upgrades.

21
22 The current budget allocates no dedicated funding for rehabilitation, despite a recommended
23 minimum of \$1.1 million and an optimal level of \$1.5 million annually. However, the board has still
24 advanced rehabilitation efforts through large, intermittent capital projects, such as the downtown
25 sewer outfall and prior downtown infrastructure work, rather than through consistent yearly funding.
26 The proposed approach shifts to a “pay-as-you-go” model of approximately \$1.5 million per year,
27 which would maintain investment levels while providing greater financial flexibility in lean years and
28 avoiding interest costs associated with borrowing. The discussion also noted that much of the water
29 meter infrastructure, installed around 2013, is nearing the end of its lifespan, with some components
30 already out of warranty and others expiring soon. Maintaining only the current \$100,000 annual
31 allocation for contracted services would likely trigger a high-priority meter replacement project.
32 While supplementing contractor work with in-house crews for smaller projects could reduce costs,
33 expanding this approach would require additional staffing and equipment, limiting flexibility
34 compared to outsourcing.

35
36 Staff confirmed that projected water demand of 8.5 million gallons per day by 2030 can be met
37 through smaller projects, system improvements, and limited external connections; however, meeting
38 2040 demand will require larger expansions, such as increased purchases from Salisbury, Albemarle,
39 or Charlotte. Building a new reservoir was determined to be impractical due to permitting, site
40 limitations, and cost.

41
42 The capital improvement plan prioritizes system interconnections, pipeline upgrades, and targeted
43 extensions to support growth, while also addressing aging infrastructure and reliability. Some projects
44 may be coordinated with development or deferred depending on wastewater capacity. Additional
45 needs include increased water storage, especially in higher elevation areas, and service improvements
46 for underserved neighborhoods.

1 Wastewater projects focus on resolving capacity constraints, aging infrastructure, and overflow-prone
2 areas, with upgrades to pipelines and pump stations. Future treatment capacity expansions will be
3 funded through ongoing payments rather than upfront capital, with costs increasing as higher capacity
4 levels are pursued.

5
6 Staff presented a worst-case financial scenario in which all proposed capital projects and wastewater
7 (WASAC) expansions are implemented, noting this is not a recommendation but an illustration of
8 potential impacts. Under this scenario, monthly utility costs could rise significantly, increasing from
9 approximately \$74 to nearly \$100 within five to six years. Feedback from the board is needed to help
10 prioritize projects and balance growth goals with affordability. A key issue discussed was the potential
11 expansion of WASAC capacity beyond 36 million gallons per day to meet projected 2040 demand,
12 which would require participation in a larger 45 MGD expansion. Based on current assumptions, the
13 City’s share could exceed \$100 million, though this amount may increase depending on how costs
14 are allocated among partner jurisdictions. A decision timeline is critical, as WASAC must determine
15 in the near term whether to proceed with the multi-year expansion project. There is uncertainty
16 regarding partner participation, particularly from Concord, which may not support the current cost-
17 sharing structure for future expansions. This could shift a greater financial burden to other
18 jurisdictions, including Kannapolis, while Harrisburg has expressed interest in a larger share to
19 support its growth. Ultimately, decisions around expansion will directly influence future growth
20 capacity, as failure to expand would significantly limit residential, commercial, and industrial
21 development, leaving redevelopment of existing capacity as the primary alternative.

22
23 Staff addressed the city’s stormwater program, its scope, funding, and challenges in addressing
24 neighborhood drainage concerns. An overview of the program was provided, noting that it operates
25 exclusively on public streets and easements, as established when the stormwater fee was created.
26 While new developments include public stormwater infrastructure, many older or traditional
27 neighborhoods lack dedicated easements, leaving private property drainage unresolved. Staff track
28 approximately 500 outstanding private stormwater issues, with an estimated \$15 million needed to
29 address most of them, but the current fee structure is not designed to fund expansion into private
30 systems. The Eastwood neighborhood project was highlighted as an example where collaboration
31 with NCDOT enabled a public system upgrade. New development includes retention and water
32 quality facilities, but existing sites, such as older shopping centers, cannot be retrofitted, so
33 improvements must focus on downstream public infrastructure. Federal and state grants have been
34 pursued to address specific problem areas. Council was reminded that the stormwater program
35 primarily addresses water quality rather than flood quantity, and that fee increases are challenging to
36 communicate to the public, as the benefits are less visible compared to water and sewer services.
37 Education efforts continue to inform residents of the fee’s purpose and program limitations.

38 39 **Other FY 27 Budget Discussion**

40 Assistant City Manager, Kristen Jones shared a breakdown of the different organizations the city
41 supports, including regional Chambers of Commerce (“Chamber”), regionals Economic
42 Development Councils (“EDC”), and Centralina Council of Governments (“COG”), etc. The primary
43 focus was on evaluating whether the City receives sufficient value from these programs, especially
44 in light of budget considerations. Concerns were raised about the effectiveness of the economic
45 development investments in Cabarrus and Rowan Counties and the need to assess the return on
46 investment from regional entities like the Chambers, Metro Mayors, and the COG. Some questioned
47 the usefulness of membership in these groups, particularly given that tangible outcomes, such as direct

1 services, are not always apparent. Mrs. Jones explained that while some programs provide intangible
2 benefits, like regional collaboration and advocacy, others, like the Visitors Bureau and certain
3 Chamber projects, have yielded more direct benefits for Kannapolis. The Chambers, for instance,
4 have assisted in projects like the business startup guide and grant distribution for downtown
5 businesses. However, the City has had difficulty ensuring that its businesses fully benefit from these
6 organizations, partly due to a lack of participation by local businesses in Chamber activities. This
7 concern also encompassed the political activities of certain Chamber leaders, which had created
8 community tension.

9
10 The meeting also addressed the need to ensure that the City is taking full advantage of its
11 memberships, particularly with organizations like the NC League of Municipalities (“League”) and
12 Metro Mayors Council. Council members acknowledged that the League offers services like salary
13 studies, lobbying efforts, and training that could be more fully utilized but suggested that
14 representatives from these organizations should present their services to Council to better assess their
15 value. Additionally, Council discussed streamlining the Citizens Academies. Concerns were raised
16 about the amount of staff time devoted to these programs, particularly by the fire and police
17 departments. It was suggested that there may be a way to consolidate the different academy programs
18 into a single, more efficient event, reducing the time spent away from essential services while still
19 providing value to participants. This idea was met with general agreement with a willingness to
20 explore this option further.

21
22 **MOTION TO ADJOURN**

23 There being no further business, Mayor Pro Tem Dayvault made motion to adjourn, second by
24 Councilmember Dixon, and unanimously approved.

25
26 The meeting adjourned at 4:00 PM on Saturday, February 21, 2026.
27
28
29
30

31 _____
32 George Douglas Wilson, Mayor
33 City of Kannapolis

34 _____
35 Pam Scaggs, CMC, NCCMC
36 City Clerk

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**CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
Work Session
March 23, 2026**

10 A meeting of the Kannapolis City Council was held on Monday, March 23, 2026, at 6:00 PM,
11 Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

12
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17

CITY COUNCIL MEMBERS PRESENT:

18 Council Members: Doug Wilson, Mayor
19 Ryan Dayvault, Mayor Pro Tem
20 Darrell Jackson
21 Dianne Berry
22 Isaiah Payne
23 Jeanne Dixon
24 Naomi Hatchell

25 Council Members Absent: None

26 City Manager: Wilmer Melton

27 Deputy City Manager: Eddie Smith

28 Assistant City Manager: Tina Cline

29 Assistant City Manager: Kristin Jones

30 City Attorney: Andrew Kelly

31 Staff Present: Michael Dodge Richard Smith
32 Terry Spry Gerald Faulkner
33 Kirk Beard Annette Privette Keller
34 Betsy Barnette Tracy Winecoff
35 Michael Rattler Alex Anderson
36 Gary Mills Irene Wong
37 Mark Spitzer

38 Visitors Present: Dylan Horne Terri Clark
39 Joe Hatley Phil Goodman
40 Barbi Jones Ron Flanders
41 Gloria Talbert Kelvin Wilkerson
42 Shelia Pinkston Zach Erwin
43 Cate Davis Erika Steinbacher
44 Sara Newell Tanya Noel
45 Bill Joyce Pam Smith
46 Tecola Patterson Kevin Crutchfield
47
48

1 **CALL TO ORDER AND WELCOME**

2 Mayor Wilson called the meeting to order and welcomed all in attendance. City Manager, Wilmer
3 Melton, recognized several audience members including Cabarrus County Commissioners Ian Patrick
4 and Laura Linsy; Dr. Sara Newell of Kannapolis City Schools; Erin Shoe of Cabarrus Health Alliance
5 and Barbi Jones of the Cabarrus Chamber. There was a moment of silent prayer followed by the
6 Pledge of Allegiance by Mayor Pro Tem Dayvault.

7
8 **ADOPTION OF AGENDA**

9 Mayor Wilson called for a motion regarding the Agenda. Councilmember Dixon made the motion to
10 approve, second by Mayor Pro Tem Dayvault and unanimously approved.

11
12 **SPEAKERS FROM THE FLOOR**

13 Dylan Horne spoke in support of restoring the Piedmont/Amtrak rail service to Kannapolis, describing
14 it as a vital, efficient, and environmentally friendly transportation option that provides equitable
15 access for non-drivers. He explained that 2023 schedule changes by the NCDOT Rail Division
16 eliminated key morning and afternoon stops in smaller cities to achieve minimal time savings for
17 larger markets, negatively impacting access to work and education. Drawing from personal
18 experience, he shared that he previously commuted car-free by train and bicycle to Salisbury but was
19 forced to purchase a car after return service was removed, despite the train still passing through
20 Kannapolis without stopping. He noted the rail trip takes about 15 minutes compared to 25–30
21 minutes by car, with additional fuel costs. Mr. Horne emphasized that restoring service would not
22 require new infrastructure, only schedule adjustment and expressed concern that a planned 2025
23 ridership survey may continue to prioritize larger cities. He criticized the lack of public input and the
24 tendency to attribute decisions to Amtrak, noting that the NCDOT Rail Division is the primary
25 operator. He urged Council to adopt a resolution directed to state leadership, advocated for greater
26 engagement such as riding the service, and highlighted rail as a valuable asset that distinguishes
27 Kannapolis and supports sustainable growth.

28
29 Terri Clark raised concerns regarding the Baker Creek Park building replacement project and the
30 City’s transit system. She asked whether Baker Creek Park would remain open and accessible during
31 planned demolition and reconstruction and suggested delaying the project until the East Side Park is
32 completed to ensure residents have a space for recreation in the interim. Ms. Clark also expressed
33 concern about the City’s transit system, stating that it needs to be revamped to better serve the
34 community. She noted that current bus routes require some residents, including older individuals, to
35 walk long distances or cross major highways to access service, and advocated for expanding routes
36 deeper into neighborhoods to improve accessibility for those without reliable transportation.

37
38 Barbi Jones, President and CEO of the Cabarrus Chamber, talked about a recent transit simulation
39 conducted for board and council members to better understand the rider experience. She emphasized
40 that for many daily users, public transit is not a convenience but a lifeline. She noted that a full debrief
41 of the simulation will be presented at the April meeting. Ms. Jones expressed concern about potential
42 changes, including elimination of the Brown route and adjustments to Blue and Green routes,
43 stressing that these services represent vital connections for riders. She highlighted that transit accounts
44 for less than one percent of the City’s annual budget but has a significant impact, warning of potential
45 negative ripple effects from service reductions. While acknowledging microtransit as a growing trend,
46 she encouraged careful evaluation of its long-term costs and urged Council to postpone major transit

1 changes until thorough due diligence is completed, particularly considering impacts on residents and
2 businesses.

3
4 Gloria Talbert, representing the Pearls of Wisdom community engagement initiative, raised concerns
5 about the prolonged delay of a sidewalk project in the Little Texas community. While acknowledging
6 that such projects require time and process, she expressed concern that similar improvements in
7 higher-income areas are often completed more quickly. She urged Council to provide clear timelines,
8 including key milestones and an anticipated completion date, and to move forward with greater
9 urgency to ensure equitable treatment for the community.

10
11 Ron Flanders spoke about the potential impacts of transit cuts on the Little Texas community, noting
12 that while he personally does not ride the bus, many residents rely on it for essential travel. He
13 emphasized that reductions in funding, routes, hours, or service would disproportionately affect low-
14 income riders, essential workers, seniors, students, and families without alternative transportation.
15 Mr. Flanders illustrated the financial burden of replacing bus trips with ride-sharing services, noting
16 that costs could reach several hundred dollars per week. He highlighted the bus system's vital role in
17 providing access to healthcare, shopping, employment, education, and local businesses, and urged
18 Council to consider the human impact of decisions rather than focusing solely on cost. He also
19 stressed the importance of maintaining bus shelters to protect riders from the elements and encouraged
20 empathy for those who depend on public transit.

21
22 Shelia Pinkston, Chairperson of Center View Community Cares, addressed Council to report on the
23 "Sound the Alarm" event conducted in collaboration with the Kannapolis Fire Department and the
24 American Red Cross. During the event, volunteers installed 39 free smoke detectors in 30 homes,
25 reaching 61 residents, and provided education on fire safety and local hazards such as winds and
26 hurricanes. Ms. Kingston highlighted the importance of changing batteries at least twice a year and
27 noted that the smoke detectors have a ten-year lifespan. She thanked Lee Goodman of the Kannapolis
28 Fire Department for his time and education, Will Cannon of the American Red Cross for facilitating
29 the collaboration, Marble Memorial AME Zion Church for hosting the event, and Councilmember
30 Dixon for volunteering and connecting with residents. Ms. Kingston emphasized that the event not
31 only enhanced community safety but also fostered neighborhood connections. She encouraged other
32 communities in Kannapolis to participate in future "Sound the Alarm" initiatives.

33
34 Kelvin Wilkerson, Sr. addressed Council regarding two financial concerns. First, he criticized the
35 City's potential additional funding to CareMoore for a food bank, noting that the organization has not
36 yet fulfilled its obligations for the \$3 million previously donated by the city. He urged Council to
37 ensure funds are spent responsibly and to withhold additional allocations until prior commitments are
38 met. Second, Mr. Wilkerson raised concerns about the City's transit system, arguing that buses should
39 not operate for free given rising fuel costs and operational expenses, and suggested increasing fares
40 to ensure financial sustainability. He emphasized the importance of fiscal responsibility and careful
41 stewardship of public funds.

42
43 Zach Erwin addressed Council with concerns regarding the proposed invocation policy, expressing
44 support for religious freedom while cautioning about potential legal risks under the First
45 Amendment's Establishment Clause. He provided documentation to Council members and cited
46 relevant case law. While noting that the policy's intent to solemnize meetings is appropriate, he
47 cautioned that its implementation could unintentionally favor one religion. He raised concerns that

1 the identified consulting groups are Christian organizations, which may create the appearance of
2 endorsement, and pointed out that the policy does not address whether participants would be
3 compensated with public funds. Referencing past scrutiny of similar practices in Rowan County, he
4 recommended clarifying the selection process, specifying compensation details, ensuring inclusivity
5 of diverse faiths, and considering private invocations if the purpose is solely ceremonial. He
6 encouraged Council to review the materials provided and adopt safeguards to minimize legal risk.

7
8 Erika Steinbacher, a Concord resident and longtime family physician in Kannapolis, addressed
9 Council regarding public transportation. She emphasized that while fiscal responsibility is important,
10 reductions to the current transit system could exacerbate barriers to health and essential services. She
11 shared an example of an elderly patient who struggled to reach her office in extreme heat, illustrating
12 the real-world impacts of limited transit access on medical care and daily needs, including commuting
13 to work. Dr. Steinbacher urged Council to explore solutions that address community needs in a fiscally
14 responsible manner and to develop a plan before any service reductions, stressing that premature cuts
15 could have serious consequences for residents' health and well-being.

16
17 Mark Spitzer addressed Council by commending the strong public participation and Council's
18 transparency in addressing community issues. He encouraged residents to review the detailed online
19 agenda and supporting reports to promote greater understanding and engagement. He also highlighted
20 the work of CCM and suggested that Council consider a presentation on its community initiatives.
21 Mr. Spitzer raised a concern regarding vehicles parking in the grassy area across from the ballpark,
22 noting that headlights have affected visibility for batters during Cannon Ballers games; he added that
23 a solution to use temporary fencing has been coordinated with the general manager to prevent future
24 disruptions. He also commented on the proposed invocation policy, praising its thoroughness and
25 focus on chaplain responsibilities, and recommended including occasional guest chaplains to better
26 reflect the community's diverse faith traditions.

27 28 **CONSENT AGENDA**

29 Mayor Wilson called for a motion regarding the Consent Agenda. Councilmember Jackson made the
30 motion to approve, second by Councilmember Dixon and unanimously approved.

31
32 Report – Monthly Wastewater Allocations Report (Alex Anderson, Director of Water Resources and
33 Gerald Faulkner, Water Treatment Manager) (Copy included as Agenda Item E.A)

34
35 Voluntary Annexation – (A-2026-04) 109.166 +/- acres of noncontiguous property located at 6304
36 and 6320 Mooresville Road, and 6165 Pagemont Road (Richard Smith, Planning Director) (Copy
37 included as Agenda Item E.B.)

38
39 Ordinance – Budget Amendment #26-32 appropriating Home Program Funds (Kristin Jones,
40 Assistant City Manager) (Copy included as Agenda Item E.C.)

41
42 Contract – Fiscal Year 2026 Audit (Brian Roberts, Finance Director) (Copy included as Agenda Item
43 E.D.)

44
45 Resolution – Restoration of the City of Kannapolis Passenger Rail Stops (Richard Smith, Planning
46 Director) (Copy included as Agenda Item E.E.)

1
2 Minutes – February 7, 2026 (Retreat Day 1); February 23, 2026 (Open and Closed); and March 9,
3 2026 (Open and Closed) (Draft copies attached)
4

5 **BUSINESS AGENDA**

6 **Appointment – Parks & Recreation Commission Appointment (Gary Mills, Parks & Recreation** 7 **Director) (Copy included as Agenda Item F.A.)**

8 Mr. Mills stated that the Parks and Recreation Commission has an existing vacancy which was created
9 when a previous member had to step away from the advisory board. The Parks and Recreation
10 Commission decided they wanted to go ahead and fill the vacancy even though the term would be
11 expiring in June. The Commission reviewed the applications at their March meeting and
12 recommended Cindy Griggs to fill the unexpired term.
13

14 Councilmember Hatchell requested confirmation that the term in question would expire in June of the
15 current year. Upon confirmation, she made a motion to table the matter until June. The motion was
16 seconded by Councilmember Payne and approved unanimously.
17

18 **Public Hearing – Use of FY 2026-27 CDBG & HOME Funds (Sherry Gordon, Community** 19 **Development Program Administrator) (Copy included as Agenda Item F.B.)**

20 Ms. Gordon presented the annual action plan for the Community Development Block Grant (CDBG)
21 and HOME programs, detailing the proposed funding allocations. She noted that the plan has been
22 properly advertised, with a public comment period open through April 30, 2026, and submission to
23 HUD required by May 15, 2026. She added that the plan will also be reviewed by the Community
24 Improvement Commission on April 21, 2026. While FY 2026–2027 funding levels have not yet been
25 finalized, projections are based on FY 2025–2026 allocations. The CDBG program is expected to
26 receive approximately \$380,894, with proposed allocations including \$148,716 for housing repairs,
27 up to \$10,000 per household and including support for transitional housing, \$100,000 for
28 infrastructure improvements, \$56,000 for nonprofit grants supporting public services (capped at 15%
29 of total funds), and \$76,178 for program administration to ensure HUD compliance. The HOME
30 program, which is restricted to housing activities, includes proposed allocations of \$170,747.82 for
31 rehabilitation of one to two homes to full HUD standards, including major systems and lead
32 abatement, \$40,000 for new construction in partnership with a developer such as Habitat for
33 Humanity, and \$11,444.87 for administration. Mrs. Gordon requested Council approval following the
34 comment period to allow timely submission to HUD.
35

36 Councilmember Dixon asked for clarification regarding funding for urgent home repairs. Mrs.
37 Gordon confirmed that all eligible requests from residents are addressed, provided applicants meet
38 program qualifications. Councilmember Dixon expressed appreciation that resources are available
39 and accessible to residents in need.
40

41 Mayor Pro Tem Dayvault shared that many residents have consistently expressed appreciation for
42 Mrs. Gordon’s service and extended sincere thanks for her contributions.
43

44 Councilmember Berry asked how urgent repair requests are handled if program funds are depleted.
45 Mrs. Gordon responded that, to date, available funding, including carryover from prior years, has
46 been sufficient to meet demand. When needed, the City has sought additional funding through sources
47 such as the North Carolina Housing Finance Agency, and partners like Habitat for Humanity also

1 pursue supplemental funding. In cases where City funds are insufficient, residents are referred to other
2 agencies that can assist.

3
4 Mayor Wilson opened the Public Hearing, which was then closed with no public comment made. He
5 then called for a motion regarding the use of FY 2026-27 CDBG & Home Funds. Councilmember
6 Dixon made the motion to approve, second by Councilmember Hatchell and unanimously approved.

7
8 **Ordinance – Relinquishment of the Extra Territorial Jurisdiction (ETJ) (Richard Smith,**
9 **Planning Director) (Copy includes as Agenda Item F.C.)**

10 Mr. Smith presented a follow-up to the March 9, 2026, Council discussion regarding relinquishment
11 of the ETJ area and introduced an Ordinance with a proposed effective date of June 30, 2026. He
12 stated that the timeline allows property owner notification in April, zoning map revision by the
13 Planning and Zoning Commission in May, and that an informational meeting will be held to ensure
14 residents are aware of the changes.

15
16 There being no further questions or comments, Mayor Wilson called for a motion regarding the
17 Ordinance to relinquish the ETJ. Motion to approve was made by Councilmember Payne, second by
18 Mayor Pro Tem Dayvault and unanimously approved.

19
20 **Resolution – Adoption of Invocation Policy (Andrew Kelly, City Attorney) (Copy includes as**
21 **Agenda Item F.D.)**

22 Mr. Kelly stated that, following Council’s guidance during Closed Session discussions on
23 implementing an Invocation Policy, two organizations, Capitol Ministries and the Community Bridge
24 Project, were selected to provide invocations at Council meetings, as both groups are known to
25 Council and actively engaged in the community. He noted that both organizations have agreed to
26 provide these services at no cost to the City. Mr. Kelly added that the proposed Invocation Policy has
27 been submitted for Council’s review and consideration.

28
29 Councilmember Hatchell thanked Mr. Kelly for his work in developing the Invocation Policy, noting
30 the effort to ensure it is legally sound. She explained that the intent of the policy is to reflect a posture
31 of humility and a recognition that Council decisions carry significant impact on the community. While
32 acknowledging that not all may agree with the policy, Councilmember Hatchell emphasized it is
33 meant to support thoughtful and responsible governance.

34
35 Mayor Pro Tem Dayvault asked for clarification regarding whether chaplains or participating
36 organizations would receive compensation and whether the policy aligns with those of other local
37 governments. Mr. Kelly responded that the proposed policy was informed by prior county policies
38 and updated to reflect more recent case law. He also confirmed that no compensation, monetary or
39 otherwise, will be provided to participating groups, as both have agreed to serve voluntarily. Mr. Kelly
40 also noted that the organizations were selected based on their established relationships with Council
41 and their demonstrated community involvement.

42
43 There being no additional questions or comments, Mayor Wilson called for a motion regarding the
44 Resolution to adopt the Invocation Policy. Motion to approve was made by Councilmember Hatchell,
45 second by Mayor Pro Tem Dayvault and unanimously approved. Mayor Pro Tem Dayvault made the
46 motion to authorize the City Manager to execute the service contracts in conformity with the policy,
47 second by Councilmember Hatchell and unanimously approved.

1
2 **Authorization – Revised Public Transit Interlocal Agreement (Eddie Smith, Deputy City**
3 **Manager) (Copy includes as Agenda Item F.E.)**

4 Mr. Smith explained that Council identified public transit as a primary focus following a two-day
5 retreat to review key expenses and operational priorities. He noted that the purpose of tonight's
6 meeting is to formalize Council's direction so that staff could continue discussions with the City of
7 Concord. He further explained that the public transit system, established in 2004 through an interlocal
8 agreement with Concord, includes eight routes, three of which serve Kannapolis (Brown, Blue, and
9 Green). He talked about the average monthly ridership and stated that the Blue route is the most
10 utilized locally and second overall system-wide, followed by Green (fourth) and Brown (seventh).
11 Mr. Smith stated that the Transit Commission recently completed a four-month RFP process and
12 recommended a new service provider, We Drive You, for a three-year contract with two optional one-
13 year extensions, pending Concord's approval.

14
15 Based on retreat outcomes, Council directed staff to maintain public transit services but to evaluate
16 routes for efficiency and cost reduction, as well as to explore micro-transit options like on-demand
17 models like Uber. Mr. Smith explained that the current hub-and-spoke system, where buses originate
18 from the Concord transit center and operate on 60–75-minute loops, remains functional but may not
19 be the most efficient model moving forward. The proposed action authorizes the City Manager to
20 revise the interlocal agreement by adjusting the funding split from 65/35 to 79/21
21 (Concord/Kannapolis respectively), resulting in an estimated Kannapolis transit budget of
22 approximately \$733,000, subject to final adjustments. Additional directives include continued
23 evaluation of routes and implementation of administrative updates effective July 1, 2026. Any route
24 changes will require a federally mandated two-week public input period, during which transit staff
25 will collect feedback from riders at the transit center as well as via phone and email, ensuring
26 community input informs future service modifications.

27
28 Councilmember Dixon emphasized that Council's priority, as established during the retreat, is to
29 maintain public transit services while reducing costs in a fiscally responsible manner for the
30 community. She shared insights from participating in a recent simulation exercise, where she assumed
31 the role of a 62-year-old resident with limited income, no insurance, no personal vehicle, and mobility
32 challenges. Through this experience, she relied entirely on the bus system to access medical care,
33 highlighting both its accessibility, such as lift-equipped buses and designated seating, and its
34 challenges, including the need to transfer routes and extended travel times. She also noted
35 infrastructure gaps, such as the lack of sidewalks connecting bus stops to key destinations like the
36 hospital and the absence of shelters at many stops, requiring riders to wait in adverse weather
37 conditions. Councilmember Dixon stated that many residents depend on public transit as their sole
38 means of transportation for essential needs, including accessing healthcare, groceries, and other
39 services. While acknowledging the importance of fiscal responsibility, she urged Council to carefully
40 consider the real-life impact of transit decisions on those who rely on the system daily and have no
41 alternative transportation options.

42
43 Councilmember Berry reminded Council of the Cabarrus County Transportation System as an
44 important resource for residents with medical needs, providing door-to-door service for hospital
45 visits, pharmacy trips, and doctor appointments. She encouraged staff to better promote this service
46 so residents are aware of this alternative, emphasizing that public transit is not the only available
47 option.

1 Mayor Pro Tem Dayvault also emphasized the importance of increasing public awareness of
2 transportation options beyond the existing bus system and expressed support for improving route
3 efficiency by eliminating underutilized stops and better serving current riders. He also advocated for
4 exploring microtransit and other modern approaches, noting that while the current system serves
5 many residents, it is somewhat outdated and could be enhanced to reach and better serve a broader
6 portion of the community.

7
8 Councilmember Payne clarified that the City's current \$1.5 million cost reflects an annual expense,
9 not a three-year total, to provide transit services.

10
11 While acknowledging the City's obligation to provide public transportation, Councilmember Jackson
12 stressed the need to evaluate how budget reductions may impact service routes and suggested that
13 Council monitor service quality and performance over time and revisit the system in the future to
14 determine if further adjustments are necessary.

15
16 There being no additional questions or comments, Mayor Wilson called for a motion to authorize the
17 City Manager to revise the Public Transit Interlocal Agreement, which was made by Councilmember
18 Jackson, second by Councilmember Payne. The motion was approved 6 to 1 with Councilmember
19 Dixon dissenting.

20 21 **CITY MANAGER REPORT**

22 Mr. Melton provided updates on various boards and commissions noting that the CK Rider update
23 aligned with the transit Interlocal Agreement provided by Mr. Smith. He reported that WSACC met
24 on March 19, 2026, to review the proposed FY 2026–27 budget and received updates on ongoing
25 projects. The Planning Board met on March 17, 2026 to rezone two parcels that were approved for
26 annexation at Council's February 9, 2026 meeting. He noted that the Board of Adjustment did not
27 meet due to a lack of business. Mr. Melton also announced that the new adaptive response vehicle
28 (ARV), approved at the recent Council retreat, has been delivered and is being outfitted, with service
29 expected within 30 days at Fire Station Number Two. He added that the ARV will enhance medical
30 response while preserving larger fire apparatus for major emergencies. He concluded with reminders
31 about upcoming Council-related events and noted that City offices will be closed on Friday, April 3,
32 2026, in observance of Good Friday.

33 34 **CITY COUNCIL COMMENTS**

35 Councilmember Dixon asked staff to invite Cabarrus Chamber to present their findings regarding the
36 transit simulation at a future Council meeting.

37
38 Mayor Pro Tem Dayvault asked staff to address Ms. Talbert's concerns regarding the Little Texas
39 Road sidewalk project. Mr. Melton responded that staff is diligently working to secure right-of-way
40 acquisition, which are often the most challenging phase of large projects, but that once that phase is
41 complete, construction can begin. He noted that the project is expected to be completed this year but
42 will reach out directly to Ms. Talbert and provide anticipated completion dates.

43
44 Councilmember Jackson proposed that staff explore developing a golf cart ordinance, noting that
45 while some carts are properly registered through the NCDMV, others are currently operating without
46 clear regulation due to the absence of a local ordinance. He suggested modeling the ordinance after
47 state laws to establish a formal registration and oversight program. He also noted that such a program

1 could benefit residents, particularly those living downtown, by providing a convenient transportation
2 option and potentially reducing vehicle traffic.

3
4 Councilmember Hatchell expressed appreciation to several City departments, including the Police
5 Department, for hosting her on a ride-along that provided greater insight into their work, and the
6 Customer Service team for their role as the primary point of contact for residents, handling
7 approximately 4,000 calls per month. She emphasized the importance of residents utilizing the City's
8 customer service line to report concerns or ask questions, noting that staff are committed to serving
9 the community but rely on public communication to address issues effectively.

10
11 **MOTION TO ADJOURN**

12 There being no further business, Councilmember Dixon motion to adjourn, second by Mayor Pro Tem
13 Dayvault, and the motion was unanimously approved.

14
15 The meeting adjourned at 7:15 P.M. on Monday, March 23, 2026.

16
17
18
19
20 _____
21 George Douglas Wilson, Mayor
22 City of Kannapolis

23 _____
24 Pam Scaggs, CMC, NCCMC
25 City Clerk



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **RESOLUTION** - Requesting the Honorary Designation of the Lane Street/Interstate 85 bridge in honor of Police Officer Roger Dale Carter. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve the Resolution requesting the honorary designation of the Lane Street bridge over Interstate 85 in honor of Roger Dale Carter and designating it as the "Roger Dale Carter Bridge".

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City has received a request from the family and community members for City Council to adopt a resolution requesting the North Carolina Department of Transportation (NCDOT) to name the bridge located on Lane Street over Interstate 85 in honor of Roger Dale Carter. As part of this petition process, the City must adopt a resolution in a public forum and in sufficient detail to adequately justify the request.

The attached Resolution provides a brief background of Officer Carter and his selfless dedication to Kannapolis and the community as a whole as the only City of Kannapolis Police officer killed in the line of duty. The resolution requests that NCDOT name the Lane Street bridge over Interstate 85 as the "Roger Dale Carter Bridge".

Fiscal Implications

Alternate Courses of Action

1. **Motion to approve resolution requesting the naming of the Lane Street bridge over Interstate 85 as the Roger Dale Carter Bridge (Recommended).**
2. Table action to a future meeting.
3. Take no action.

Attachments

1. 2026-14 Resolution Naming New Lane Street Bridge Roger Dale Carter Memorial Bridge

**RESOLUTION REQUESTING CONSIDERATION OF THE NAMING
OF THE NEW LANE STREET BRIDGE AS THE
OFFICER ROGER D. CARTER MEMORIAL BRIDGE**

WHEREAS, Roger Dale Carter was born January 1, 1962, in Iredell County, son of the late William F. Carter Thomas and Mary Moore Carter Thomas; and

WHEREAS, Roger was a graduate of South Rowan High School Class of 1981 and Charlotte Police Academy Class of 1989; and

WHEREAS, Roger was a charter member of the Charity Baptist Church in Kannapolis and was instrumental in the church's building program; and

WHEREAS, Roger joined the Kannapolis Police Academy in October of 1989 and was a member of the N.C. Law Enforcement Officers Association and had received a Certificate of Recognition; and

WHEREAS, Roger served the Kannapolis Police Department for four years, before the end of his watch on December 31, 1993, where he was killed in the line of duty. He was the first and only Kannapolis Police Officer to be killed in the line of duty.

WHEREAS, Roger was known to be a selfless public servant who loved his job and a great family man involved in his community; and

WHEREAS, the City of Kannapolis would like to continue to honor Roger 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 Lane Street Bridge as the "Officer Roger D. Carter Memorial Bridge."

Adopted this the 13th day of April 2026.



George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:



Pam Scaggs CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
April 13, 2026

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING** - Voluntary Annexation (A-2026-04) 109.166 +/- acres of noncontiguous property located at 6304 and 6320 Mooresville Road, and 6165 Pagemont Road. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Hold a Public Hearing for Annexation Case A-2026-04 to consider the voluntary annexation of approximately 109.166 +/- combined acres of noncontiguous property located at 6304 and 6320 Mooresville Road, and 6165 Pagemont Road.
2. Motion to approve the Ordinance to Extend the Corporate Limits of the City to 6304 and 6320 Mooresville Road, and 6165 Pagemont Road.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Scott Hamel of High Side Golf Club has submitted an application for voluntary annexation of approximately 109.166 +/- acres of noncontiguous property located at 6304 and 6320 Mooresville Road, and 6165 Pagemont Road. The property is further identified as Cabarrus County Parcel Identification Numbers 46938748690000, 46938826390000, and 46938947570000. The plan for the property is a golf course and related amenities.

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 et seq., City Council must first direct the Clerk to Investigate the Intent to Annex and to Certify the Sufficiency of the Petition. City Council must also fix a Public Hearing date for consideration of the petition. At their March 23, 2026 meeting, City Council took action on all aforementioned items and set a Public Hearing for April 13, 2026.

Fiscal Implications

None

Alternate Courses of Action

1. Table actions to a future meeting.
2. Take no action.

Attachments

1. 2026-17 Ordinance to Extend Corporate Limits A-2026-04 3604 and 6320 Mooresville Rd and 6164 Pagemont Rd
2. Certificate of Sufficiency A-2026-04
3. 2026-10 Resolution Directing Clerk to Investigate Intent to Annex
4. 2026-09 Resolution of Intent to Annex and to set a public hearing A-2026-04
5. Annexation Application

6. Vicinity A-2026-04
7. Vicinity Color A-2026-04
8. Black and White A-2026-04
9. A-2026-04 Public Notice

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

**Annexation 2026-04 – 6304 and 6320 Mooresville Road
and 6165 Pagemont Road**

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

WHEREAS, City Council has by resolution set and held a public hearing on the question of this annexation at Kannapolis City Hall, located at 401 Laureate Way at 6:00 PM on the 13th day of April 2026, after due notice by the Independent Tribune newspaper on the 2nd day of April and the 9th day of April 2026; and

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

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

Section 1. By virtue of the authority granted pursuant to N.C.G.S. Chapter 160A-58 *et seq*, the following described territory is hereby annexed and made part of the City of Kannapolis, North Carolina as of the 9th day of February 2026, and being more particularly described as Cabarrus County Parcel Identification Numbers 46938748690000, 46938826390000 and 46938947570000, respectively.

SEE EXHIBIT A – METES AND BOUNDS DESCRIPTON and SURVEY

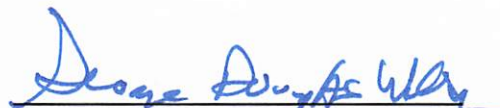
Section 2. Upon and after the 13th day of April 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Kannapolis, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Kannapolis, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

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


Adopted this 13th day of April 2026:

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk


George Douglas Wilson, Mayor
City of Kannapolis

APPROVED AS TO FORM:


W. Andrew Kelly, City Attorney

DESCRIPTION OF FOUR TRACTS ON MOORESVILLE ROAD FOR CITY OF KANNAPOLIS ANNEXATION

Being a metes and bounds description of the total extents of four separate parcels, described in aggregate for the purpose of defining a proposed area for City of Kannapolis Annexation, situated and lying in the state of North Carolina, Rowan County, Kannapolis Township, parcels being Tract II, Tract IV, Tract V, and Tract VI of Deed Book 1643, Page 270, (all references to map and deed books refer to the records of the Cabarrus County Register of Deeds) to Janet M. Whitfield, more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found, having North Carolina State Plane Coordinate system position of Northing: 638,426.38', Easting: 1,499,389.28', being a south corner of the tract to La Rue S. Credle and Clifton M. Credle, Jr., in Deed Book 14898, Page 21, same being a north corner of Tract 1, Minor Subdivision for Robert & Bridget Rosser / Andrew & Samantha Riddle, Map Book 88, Page 34, to Robert Rosser and Bridgett Rosser, in Deed Book 11671, Page 182, for the **POINT OF BEGINNING**;

THENCE, South 14°48'57" West, a total distance of 1,338.15 feet, passing a 5/8-inch iron rod (measured at nail) at 1,304.25'; with the west line of said Tract 1, to a point within the margin of Mooresville Rd;

THENCE, South 72°44'17" West, a distance of 927.25 feet, within the margin of Mooresville Road, to a point within the margin of Mooresville Rd;

THENCE, North 13°57'53" West, a distance of 295.82 feet, passing a found 5/8-inch iron rod at 49.36 feet, with the east line of the tract to Patrick Meeuwissen and Janet Meeuwissen, in Deed Book 16446, Page 87, to a found axle, being the north corner of said Meeuwisen tract, same being the southeast corner of a portion of Lot 5, Cedarcroft, Map Book 16, Page 36, to Barry F. Love and Linda Louise Vernon, in Deed Book 2121, Page 271;

THENCE North 14°14'02" West, a distance of 203.82 feet, with the east line of said Vernon lot, to a 5/8-inch iron rod found, being an east corner of said Vernon lot;

THENCE North 49°48'37" West, a total distance of 2,267.61 feet, with the northeast line of said Vernon lot, and the northeast line of Lots 34 through 44 inclusive of said Cedarcroft, passing the following lot corners, all from said Cedarcroft:

- 1) At 264.94 feet, a found 1/2-inch iron rod, the north corner of Lot 5, same being the east corner of Lot 34;
- 2) At 425.93 feet a found 1/2-inch iron rod, the north corner of Lot 34, same being the east corner of Lot 36;
- 3) At 1,043.41 feet, a found 1/2-inch iron rod, the north corner of Lot 37, same being the east corner of Lot 38;
- 4) At 1,218.34 feet, a found 1/2-inch iron rod, the north corner of Lot 38, same being the east corner of Lot 39;
- 5) At 1,917.98 feet, a found 1/2-inch iron rod, the north corner of Lot 42, same being the east corner of Lot 43;
- 6) At 2,092.78 feet, a found 1/2-inch iron rod, the north corner of Lot 43, same being the east corner of Lot 44;

to a found 1/2-inch iron rod, being the north corner of Lot 44, same being the east corner a Lot titled "7.02 Acres", of said Cedarcroft, to Jerry R. Goodson and Sibyl R. Goodson, in Deed Book 477, Page 201;

THENCE North 49°47'42" West, a distance of 568.41 feet, crossing a stream, with the northeast line of said 7.02 acres, to a 1/2-inch iron pipe found, being the northeast corner of said 7.02 acres, same being on the south line of a tract to Walter Gipson Rumble, III, and Lee Ellen Brock, titled "Tract 1" in Deed Book 13134, Page 216;

THENCE North 89°08'22" East, a distance of 2,264.60 feet, crossing two branches, with the south line of said Rumble tract, to a set 5/8-inch iron rod, being the southeast corner of said Rumble tract;

THENCE North 01°48'38" West, a distance of 85.23 feet, with the east line of said Rumble tract, to a found 1-inch iron pipe, being on the east line of said Rumble tract;

THENCE North 01°38'44" West, a distance of 1,152.57 feet, with the east line of said Rumble tract, to a found stone (measured at nail), being an east corner of said Rumble tract, same being the west corner of Lot 2, Property of Walter G. Rumble III and Lee Ellen Brock, Map Book 79, Page 83, to Walter Gipson Rumble, III, and Lee Ellen Brock, titled "Tract 2" in Deed Book 13134, Page 216;

THENCE South 61°26'24" East, a distance of 474.19 feet, with the southwest line of said Lot 2, to a found axle, being the south corner of said Lot 2, same being a west corner of a tract to The Rumble Family Trust in Deed Book 16086, Page 226;

THENCE South 60°59'22" East, a distance of 424.64 feet, crossing a stream, with the southwest line of said Rumble Family Trust tract, to a found 1/2-inch iron pipe, being a southeast corner of said Rumble Family Trust tract, same being a west corner of another tract to The Rumble Family Trust in Deed Book 15525, Page 106;

THENCE South 60°58'31" East, a distance of 251.55 feet, with the southwest line of said Rumble Family Trust Tract (DB. 15525, PG. 106), to a found 1.5-inch iron rod adjacent to a stone, being the south corner of said Rumble Family Trust Tract (DB. 15525, PG. 106), same being a west corner of Lot 2, Property of Rebecca B. Thigpen, Map Book 73, Page 28, to David Thigpen and Sharon Seabolt Thigpen in Deed Book 16998, Page 313;

THENCE South 56°28'00" West, a distance of 1,125.98 feet, with a northwest line of said Lot 2, to a found 1/2-inch iron pipe, being a west corner of said Lot 2;

THENCE South 56°13'00" East, a distance of 46.43 feet, with a southwest line of said Lot 2, to a found 1/2-inch iron pipe, being a west corner of said Lot 2;

THENCE South 27°19'53" West, a distance of 38.20 feet, with a northwest line of said Lot 2, to a found 1/2-inch iron pipe, being a west corner of said Lot 2;

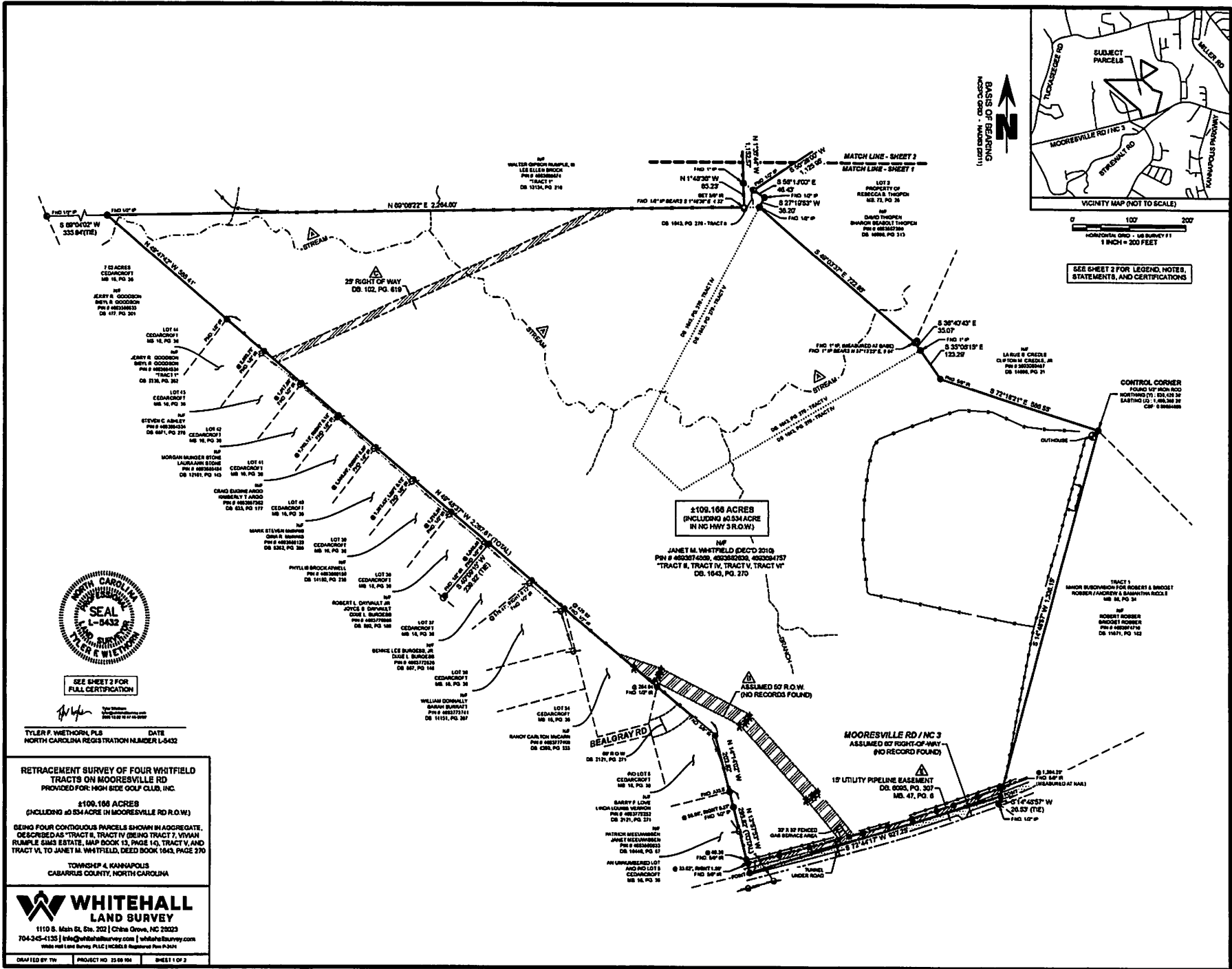
THENCE South 49°03'37" East, a distance of 722.85 feet, crossing a stream, with the southwest line of said Lot 2, to a found 1-inch iron pipe, being the south corner of said Lot 2, being a west corner of said Credle tract;

THENCE South 36°40'43" East, a distance of 35.07 feet, with a southwest line of said Credle tract, to a found 1-inch iron pipe, being a southwest corner of said Credle tract;

THENCE South 35°06'15" East, a distance of 123.29 feet, with a southwest line of said Credle tract, to a found 5/8-inch iron rod, being a southwest corner of said Credle tract;

THENCE South 72°18'21" East, a distance of 586.55 feet, with a southwest line of said Credle tract, to the **POINT OF BEGINNING**, containing ±109.166 acres, as shown on a survey by Whitehall Land Survey, PLLC titled "RETRACEMENT SURVEY OF FOUR WHITFIELD TRACTS ON MOORESVILLE RD", said map incorporated by reference and considered an integral part of this description.

The basis of bearings and distances for this description is the North Carolina State Plane Coordinate System, NAD83 (2011). Ground distances may be obtained by multiplying the distances shown hereon by grid-to-ground scale factor of 1.00015107.



SEE SHEET 2 FOR FULL CERTIFICATION

TYLER F. WETHORN, PLS DATE
NORTH CAROLINA REGISTRATION NUMBER L-9432

RETRACEMENT SURVEY OF FOUR WHITFIELD TRACTS ON MOORESVILLE RD PROVIDED FOR: HIGH SIDE GOLF CLUB, INC.

109.166 ACRES
(INCLUDING 40.534 ACRES IN MOORESVILLE RD R.O.W.)

BEING FOUR CONTIGUOUS PARCELS SHOWN IN AGGREGATE, DESCRIBED AS TRACT II, TRACT IV (BEING TRACT 7), VIVIAN RUMBLE SIMS ESTATE, MAP BOOK 13, PAGE 14, TRACT V, AND TRACT VI, TO JANET M. WHITFIELD, DEED BOOK 1643, PAGE 270

TOWNSHIP 4, KANNAPOLIS
CABARRUS COUNTY, NORTH CAROLINA

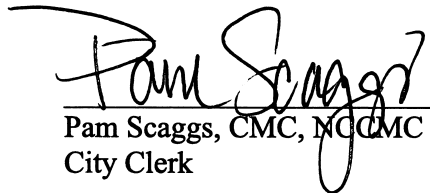
WHITEHALL LAND SURVEY
1110 S. Main St., Ste. 202 | China Grove, NC 28023
704-345-4155 | info@whitehallsurvey.com | whitehallsurvey.com
White Hall Land Survey, PLLC (NC28023) & Registered Firm P-304

CERTIFICATE OF SUFFICIENCY
A-2026-04

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 23th day of March 2026.


Pam Scaggs, CMC, NCCMC
City Clerk

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

**A-2026-04 – 6304 & 6320 Mooresville Road and
6165 Pagemont Road**

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

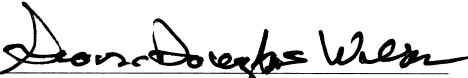
WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

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.

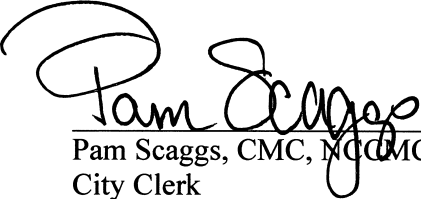
NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Kannapolis, North Carolina that:

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 23rd day of March 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, MCMC
City Clerk

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

**A-2026-04 – 6304 & 6320 Mooresville Road and
6165 Pagemont Road**

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:

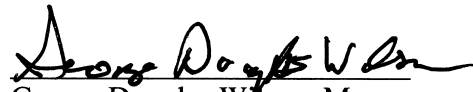
Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 13th day of April 2026.

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, April 2 and Thursday, April 9, 2026

ADOPTED this the 23rd day of March 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

DESCRIPTION OF FOUR TRACTS ON MOORESVILLE ROAD FOR CITY OF KANNAPOLIS ANNEXATION

Being a metes and bounds description of the total extents of four separate parcels, described in aggregate for the purpose of defining a proposed area for City of Kannapolis Annexation, situated and lying in the state of North Carolina, Rowan County, Kannapolis Township, parcels being Tract II, Tract IV, Tract V, and Tract VI of Deed Book 1643, Page 270, (all references to map and deed books refer to the records of the Cabarrus County Register of Deeds) to Janet M. Whitfield, more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found, having North Carolina State Plane Coordinate system position of Northing: 638,426.38', Easting: 1,499,389.28', being a south corner of the tract to La Rue S. Credle and Clifton M. Credle, Jr., in Deed Book 14898, Page 21, same being a north corner of Tract 1, Minor Subdivision for Robert & Bridget Rosser / Andrew & Samantha Riddle, Map Book 88, Page 34, to Robert Rosser and Bridgett Rosser, in Deed Book 11671, Page 182, for the **POINT OF BEGINNING**;

THENCE, South 14°48'57" West, a total distance of 1,338.15 feet, passing a 5/8-inch iron rod (measured at nail) at 1,304.25'; with the west line of said Tract 1, to a point within the margin of Mooresville Rd;

THENCE, South 72°44'17" West, a distance of 927.25 feet, within the margin of Mooresville Road, to a point within the margin of Mooresville Rd;

THENCE, North 13°57'53 West, a distance of 295.82 feet, passing a found 5/8-inch iron rod at 49.36 feet, with the east line of the tract to Patrick Meeuwissen and Janet Meeuwissen, in Deed Book 16446, Page 87, to a found axle, being the north corner of said Meeuwisen tract, same being the southeast corner of a portion of Lot 5, Cedarcroft, Map Book 16, Page 36, to Barry F. Love and Linda Louise Vernon, in Deed Book 2121, Page 271;

THENCE North 14°14'02" West, a distance of 203.82 feet, with the east line of said Vernon lot, to a 5/8-inch iron rod found, being an east corner of said Vernon lot;

THENCE North 49°48'37" West, a total distance of 2,267.61 feet, with the northeast line of said Vernon lot, and the northeast line of Lots 34 through 44 inclusive of said Cedarcroft, passing the following lot corners, all from said Cedarcroft:

- 1) At 264.94 feet, a found 1/2-inch iron rod, the north corner of Lot 5, same being the east corner of Lot 34;
- 2) At 425.93 feet a found 1/2-inch iron rod, the north corner of Lot 34, same being the east corner of Lot 36;
- 3) At 1,043.41 feet, a found 1/2-inch iron rod, the north corner of Lot 37, same being the east corner of Lot 38;
- 4) At 1,218.34 feet, a found 1/2-inch iron rod, the north corner of Lot 38, same being the east corner of Lot 39;
- 5) At 1,917.98 feet, a found 1/2-inch iron rod, the north corner of Lot 42, same being the east corner of Lot 43;
- 6) At 2,092.78 feet, a found 1/2-inch iron rod, the north corner of Lot 43, same being the east corner of Lot 44;

to a found 1/2-inch iron rod, being the north corner of Lot 44, same being the east corner a Lot titled "7.02 Acres", of said Cedarcroft, to Jerry R. Goodson and Sibyl R. Goodson, in Deed Book 477, Page 201;

THENCE North 49°47'42" West, a distance of 568.41 feet, crossing a stream, with the northeast line of said 7.02 acres, to a 1/2-inch iron pipe found, being the northeast corner of said 7.02 acres, same being on the south line of a tract to Walter Gipson Rumble, III, and Lee Ellen Brock, titled "Tract 1" in Deed Book 13134, Page 216;

THENCE North 89°08'22" East, a distance of 2,264.60 feet, crossing two branches, with the south line of said Rumble tract, to a set 5/8-inch iron rod, being the southeast corner of said Rumble tract;

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THENCE South 60°59'22" East, a distance of 424.64 feet, crossing a stream, with the southwest line of said Rumble Family Trust tract, to a found 1/2-inch iron pipe, being a southeast corner of said Rumble Family Trust tract, same being a west corner of another tract to The Rumble Family Trust in Deed Book 15525, Page 106;

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THENCE South 56°28'00" West, a distance of 1,125.98 feet, with a northwest line of said Lot 2, to a found 1/2-inch iron pipe, being a west corner of said Lot 2;

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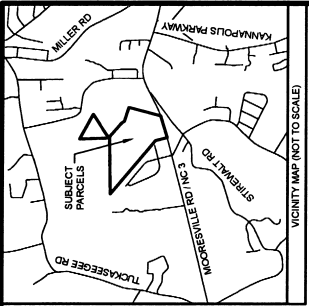
THENCE South 49°03'37" East, a distance of 722.85 feet, crossing a stream, with the southwest line of said Lot 2, to a found 1-inch iron pipe, being the south corner of said Lot 2, being a west corner of said Credle tract;

THENCE South 36°40'43" East, a distance of 35.07 feet, with a southwest line of said Credle tract, to a found 1-inch iron pipe, being a southwest corner of said Credle tract;

THENCE South 35°06'15" East, a distance of 123.29 feet, with a southwest line of said Credle tract, to a found 5/8-inch iron rod, being a southwest corner of said Credle tract;

THENCE South 72°18'21" East, a distance of 586.55 feet, with a southwest line of said Credle tract, to the **POINT OF BEGINNING**, containing ±109.166 acres, as shown on a survey by Whitehall Land Survey, PLLC titled "RETRACEMENT SURVEY OF FOUR WHITFIELD TRACTS ON MOORESVILLE RD", said map incorporated by reference and considered an integral part of this description.

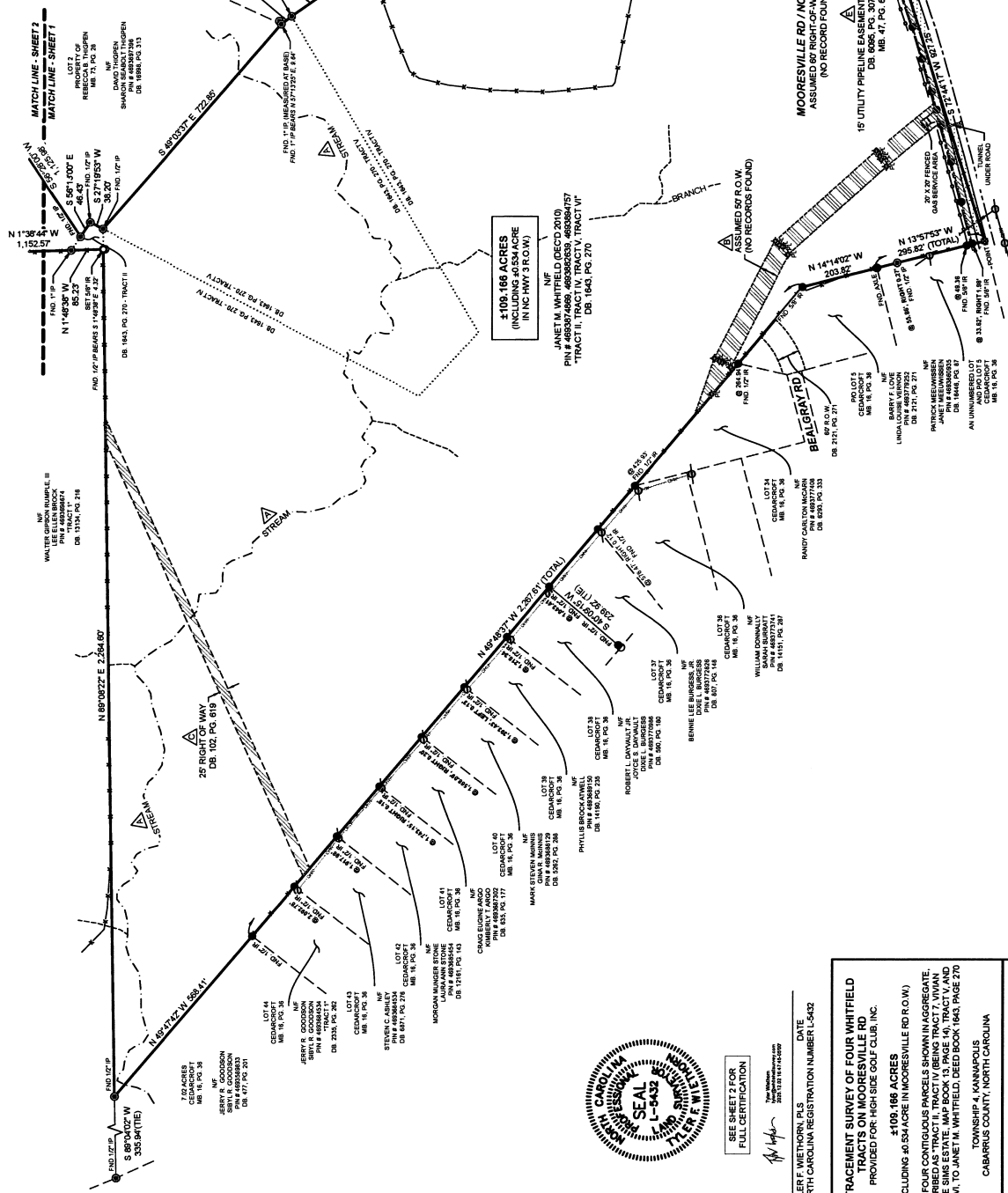
The basis of bearings and distances for this description is the North Carolina State Plane Coordinate System, NAD83 (2011). Ground distances may be obtained by multiplying the distances shown hereon by grid-to-ground scale factor of 1.00015107.



VICINITY MAP (NOT TO SCALE)
 0 100' 200'
 HORIZONTAL SCALE: 1 INCH = 200 FEET
 VERTICAL SCALE: 1 INCH = 200 FEET

N
 BASIS OF BEARING
 NCSPG GRID - NAD83 (2011)

SEE SHEET 2 FOR LEGEND, NOTES,
 STATEMENTS, AND CERTIFICATIONS



SEE SHEET 2 FOR FULL CERTIFICATION

TYLER F. WIETHORN, PLS
 DATE: 11/11/2024
 PROJECT NO.: 24-08-004
 SHEET 1 OF 2

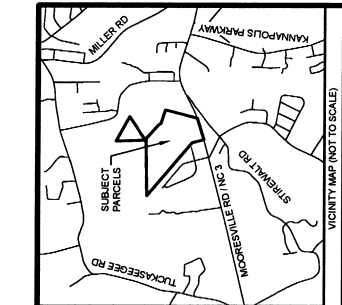
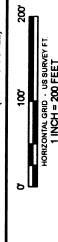
RETRACEMENT SURVEY OF FOUR WHITFIELD TRACTS ON MOOREVILLE RD. PROVIDED FOR: HIGH SIDE GOLF CLUB, INC. (INCLUDING 40.624 ACRE IN MOOREVILLE RD R.O.W.)
 4109.186 ACRES
 BEING FOUR CONTIGUOUS PARCELS SHOWN IN AGGREGATE, RUMBLE S/GS ESTATE, MAP BOOK 13, PAGE 14; TRACT V AND TRACT VI, TO JANET M. WHITFIELD, DEED BOOK 1643, PAGE 270

TOWNSHIP 4, KANNAFOOS
 CABARRUS COUNTY, NORTH CAROLINA

WHITEHALL LAND SURVEY
 1110 S. Main St., Ste. 202 | China Grove, NC 28603
 704-245-4135 | info@whitehallsurvey.com | whitehallsurvey.com
 White Hall Land Survey, PLLC (NCLEIS Registered Firm # 247)

LEGEND:

- FOUND IRON ROD (IR) PIN
- FOUND IRON PIPE (IP)
- FOUND IRON ROD (DR)
- FOUND AXLE (FA)
- UTILITY POLE (UP)
- PIPELINE MARKER (PM)
- NOT-SURVEYED LINE (NSL)
- SUBJECT BOUNDARY (S)
- ADJONER BOUNDARY (A)
- ADJONER BOUNDARY (N.S.)
- EASEMENTS
- SETBACKS
- RIGHT-OF-WAY (R.O.W.)
- WOOD FENCE (WF)
- WIRE FENCE (WF)
- EDGE OF PAVING (EP)
- CULVERT (CV)
- ON WIRE (OW)
- CENTERLINE OF CREEK (CC)
- BRANCH (BR)
- ASPHALT (AS)
- EASEMENT (EA)



SURVEY NOTES:

- THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF ANY PREVIOUS SURVEY. THE LOCATION OF ANY PREVIOUS SURVEY IS EXPRESSLY REFERENCED, WHICH WERE LOCATED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK. PROPERTY IS SUBJECT TO ANY ITEMS OF RECORD, AGREEMENTS, RIGHTS-OF-WAY OR RESTRICTIONS THAT MAY HAVE BEEN DISCLOSED BY A COMPLETE AND ACCURATE TITLE SEARCH AND STATEMENT AS TO LAND OWNERSHIP. THIS SURVEY DOES NOT CONVEY TITLE, GRANT RIGHTS, OR IMPLY ANY DEDICATION, EASEMENTS, OR RESTRICTIONS. THE SURVEYOR'S BOUNDARY IS BASED ON THE BEST AVAILABLE EVIDENCE AND REFERENCED DOCUMENTS, AND REPRESENTS THE PROFESSIONAL OPINION OF THE SURVEYOR.
- SURVEY FOOT REPORTED BEARINGS ARE BASED ON GRID NORTH, NAD 83 (2011).
- ALL DISTANCES ARE MEASURED BY APPROPRIATE METHODS, BASED ON STATED GRID DISTANCES, US SURVEY FOOT.
- ANY FURTHER DEVELOPMENT OR SUBDIVISION OF THIS PROPERTY IS SUBJECT TO THE REQUIREMENTS AND ANY TIE TO A MONUMENT BEING "LEFT" OR "RIGHT" IS PERPENDICULAR RELATIVE TO THE DIRECTION OF THE PROPERTY LINE. THE "RIGHT" OR "LEFT" BEING "IN" OR "OUT" RELATIVE TO THE SUBJECT PROPERTY BOUNDARY LINE MEASURED PERPENDICULAR.
- A FEATURE BEING SHOWN AS "IN" OR "OUT" OF THE PROPERTY LINE IS NOT TO BE CONSIDERED AS AN ENCROACHMENT. THIS SURVEY MAKES NO STATEMENT AS TO THE RIGHTS (UNWRITTEN, ADVERSE, OR OTHERWISE) OF ANY PARTY. THE BOUNDARIES OF ANY AREAS ARE INTENDED TO APPROXIMATE OBSERVED USAGE AND SHOULD NOT BE RELIED UPON AS DEFINITIVE.
- ANY ASSUMED PUBLIC RIGHT-OF-WAY IS SHOWN FOR THE PURPOSE OF DETERMINING A BUILDING SETBACK. PROPERTY MAY BE SUBJECT TO A MAINTENANCE RIGHT-OF-WAY AT THE SURVEYOR'S DISCRETION.

PURPOSE STATEMENT:

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND DESCRIBE FOUR CONTIGUOUS PARCELS IN AGGREGATE FOR THE PURPOSE OF ANNEXATION.

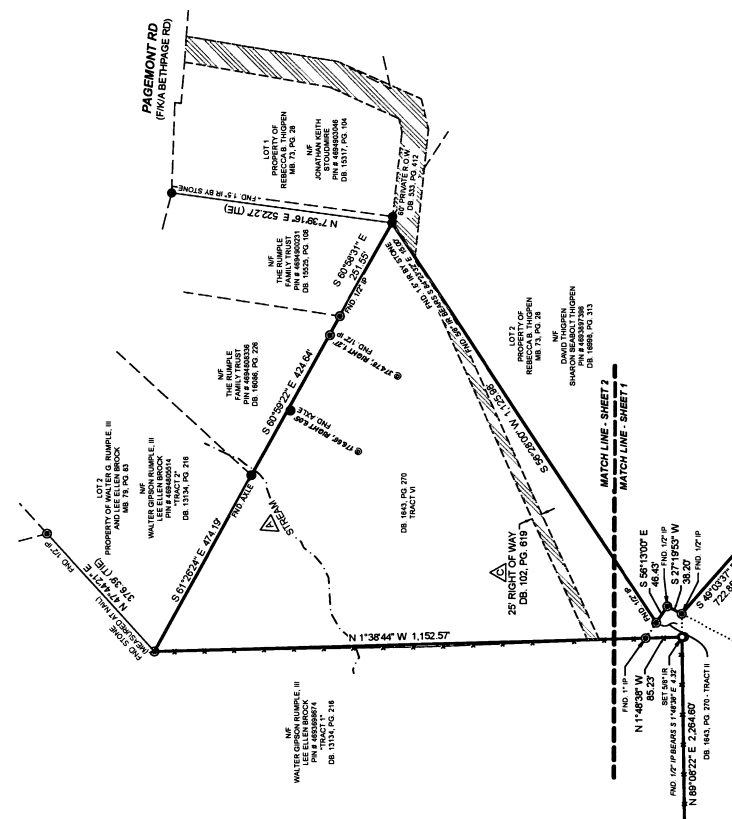
RETRACEMENT SURVEY OF FOUR WHITFIELD TRACTS ON MOOREVILLE RD

PROVIDED FOR: HIGH-SIDE GOLF CLUB, INC.
 4109.488 ACRES
 (INCLUDING 40.53 ACRES IN MOOREVILLE RD R.O.W.)
 BEING FOUR CONTIGUOUS PARCELS SHOWN IN AGGREGATE, RUMPLE SIMS ESTATE, MAP BOOK 13, PAGE 14, TRACT V, AND TRACT VI, TO JANET M. WHITFIELD DEED BOOK 1643, PAGE 270

TOWNSHIP 4 KANNAPOUS
 CABARRUS COUNTY, NORTH CAROLINA

WHITEHALL
 LAND SURVEY
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 704-245-4135 | info@whitehallsurvey.com | whitehallsurvey.com
 White Hall Land Survey, PLLC (NCELS Registered Firm # 2474)

DRAWN BY: TW PROJECT NO.: 20-09-04 SHEET 2 OF 2



ADDITIONAL NOTES:

- STREAMS SHOWN ON THIS SURVEY ARE IDENTIFIED AS INTERMITTENT ON THE CURRENT U.S.G.S. QUADRANGLE MAP. STREAM BUFFERS AND OTHER DEVELOPMENT RESTRICTIONS MAY APPLY.
- INCLUDING OBSERVED MARKERS AT THE APPARENT EASEMENT LIMITS AND OTHER SUPPORTING REFERENCES.
- AND EXISTENCE BASED ON VISIBLE FIELD EVIDENCE AND OTHER SUPPORTING REFERENCES.
- PAGE 6 REFERENCES 5' IRON RODS SET AT EASEMENT CORNERS. MONUMENTS WERE FOUND AS SHOWN.
- THE CENTERS OF STREAMS AND BRANCHES DEPICTED ON THIS SURVEY APPROXIMATE AND NOT RELIED UPON FOR DESIGN OR DEVELOPMENT GENERAL INFORMATION ONLY. THEIR LOCATIONS SHOULD BE CONSIDERED APPROXIMATE AND NOT RELIED UPON FOR DESIGN OR DEVELOPMENT PORTIONS OF THE SUBJECT PARCEL WERE OBSERVED TO BE HEAVILY COVERED WITH KUDZU AND OTHER DENSE VEGETATION. ADDITIONAL FEATURES OR IMPROVEMENTS NOT VISIBLE AT THE TIME OF SURVEY MAY BE FENCES SHOWN ON THIS SURVEY VARY IN TYPE AND CONDITION.

ZONING AND SETBACKS:

- PER CABARRUS COUNTY GIS, SUBJECT PARCELS IS IN CABARRUS COUNTY PLANNING JURISDICTION, MINIMUM BUILDING SETBACKS:

PRINCIPAL	FRONT	REAR	REAR
75' ON MINOR	75' 50'	20'	30'
COLLECTOR 50'			

- ON LOCAL ROAD.
- ALWAYS CONTACT THE PRESENTING JURISDICTIONS PLANNING OFFICE PRIOR TO ANY FURTHER IMPROVEMENTS OR DEVELOPMENT.

FLOOD AND WATERSHED NOTES:

- PER US FLOOD RISK INFORMATION SYSTEM, THIS PARCEL IS LOCATED WITHIN ZONE "X" AREAS DETERMINED TO HAVE MINIMAL FLOOD RISK, AS EFFECTIVE DATE OF FIRM NO. 371068900 WITH AN EFFECTIVE DATE OF 08/01/2009.
- THE CLASSIFICATION OF LANDS AS BEING WITHIN OR OUTSIDE A FEMA DESIGNATED FLOOD HAZARD AREA DOES NOT BE INTERPRETTED AS A DEFINITIVE STATEMENT THAT FLOODED CONDITIONS WILL OR WILL NOT OCCUR SUPPLY WATERSHED, ADDITIONAL DEVELOPMENT RESTRICTIONS MAY APPLY.



TYLER F. WETHORN, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES TO THE ORIGINAL SURVEY RECORDS. THE SURVEY DATA ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON. THAT THE RATIO OF PRESSION AS CALCULATED EXCEEDS 17,500. THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARD METHODS AND THAT THE FOLLOWING DATA WAS UTILIZED IN THE GNSS SURVEY:

CLASS OF SURVEY: B
 POSITIONAL ACCURACY: 3.017 + 90PPM
 TYPE OF GPS FIELD PROCEDURE: NC VRS AND RTK
 DATUM: NAD 83 (2011)
 DATUM EPOCH: NAD83 (2011.00)
 PUBLISHED/DEFINED-CONTROL USE: NCORS CORS RTN
 GEODETIC SCALE FACTOR: 0.9999984685
 CORRECTED SCALE FACTOR: 0.9999984685
 UNITS: US SURVEY FEET

THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1800) AS CERTIFIED ON INDICATED DATE.

Tyler Wethorn
 Tyler F. Wethorn, PLS
 NORTH CAROLINA REGISTRATION NUMBER L-6432



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.

See attached

Property Address: _____

High Side Golf Club, Inc.

Applicant: _____

17516 Gillican Overlook

Davidson

NC

28036

Address: _____ City: _____ State: _____ Zip: _____

314-540-3777

shamel@highsidegolfclub.com

Contact number: _____ Email: _____

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

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

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

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

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

Signed by:

Scott Hamel

3/11/2026

Applicant's Signature: _____ Date: _____



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

3/11/2026

DATE: _____

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 See attached, further identified as Cabarrus County Parcel Identification Number See attached, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 109 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.	High Side Golf Club, Inc. - Scott Hamel, COO	17516 Gillican Overlook, Davidson, NC 28036	Signed by: <i>Scott Hamel</i> 2FC8DD06B4D344D...
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

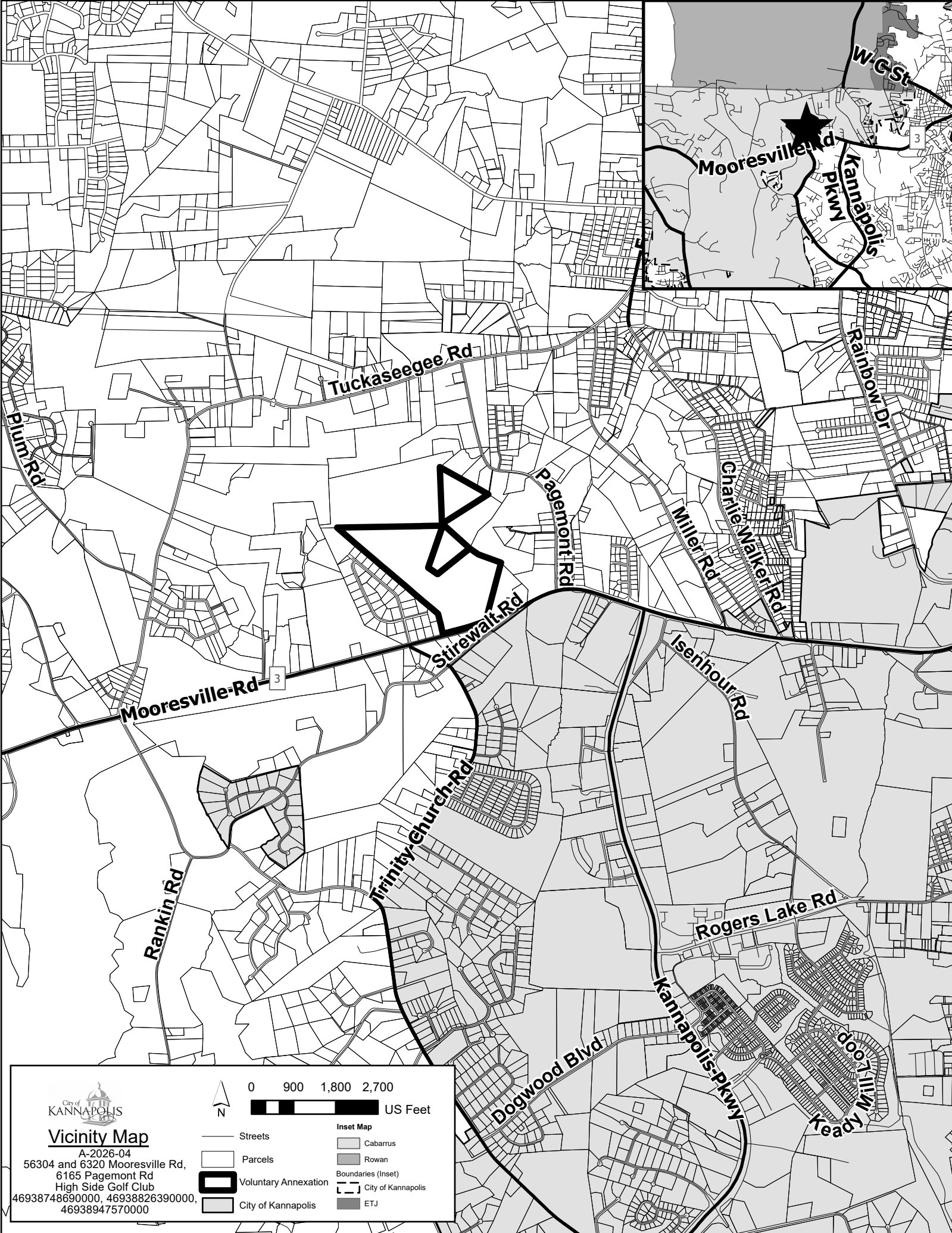
*Family members (e.g., husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.

Addresses & Parcel PINs:

- 6304 Mooresville Rd, Kannapolis, NC 28081
 - PIN 46938748690000
- 6320 Mooresville Rd, Kannapolis, NC 28081
 - PIN 46938826390000
- 6165 Pagemont Rd, Kannapolis, NC 28081
 - PIN 46938947570000
- Parcel containing approximately 0.0955 acres to be provided with a Parcel ID

Prepared by:	Hamilton Stephens Steele & Martin, PLLC 525 N. Tryon Street, Ste 1400, Charlotte, NC 28202
Brief description for the Index:	approximately 109.13 acres located in Kannapolis, North Carolina, commonly identified with Cabarrus County Parcel IDs 46938748690000, 46938826390000, 46938947570000, and parcel containing approximately 0.0955 acres to be provided with Parcel ID

THIS GENERAL WARRANTY DEED ("Deed") is made on the 10th day of March 2026, by and between:



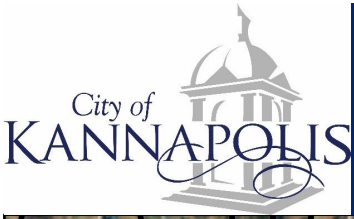
Vicinity Map

A-2026-04
 56304 and 6320 Mooresville Rd,
 6165 Pagemont Rd
 High Side Golf Club
 46938748690000, 46938826390000,
 46938947570000

0 900 1,800 2,700
 US Feet

N
 Streets
 Parcels
 Voluntary Annexation
 City of Kannapolis

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

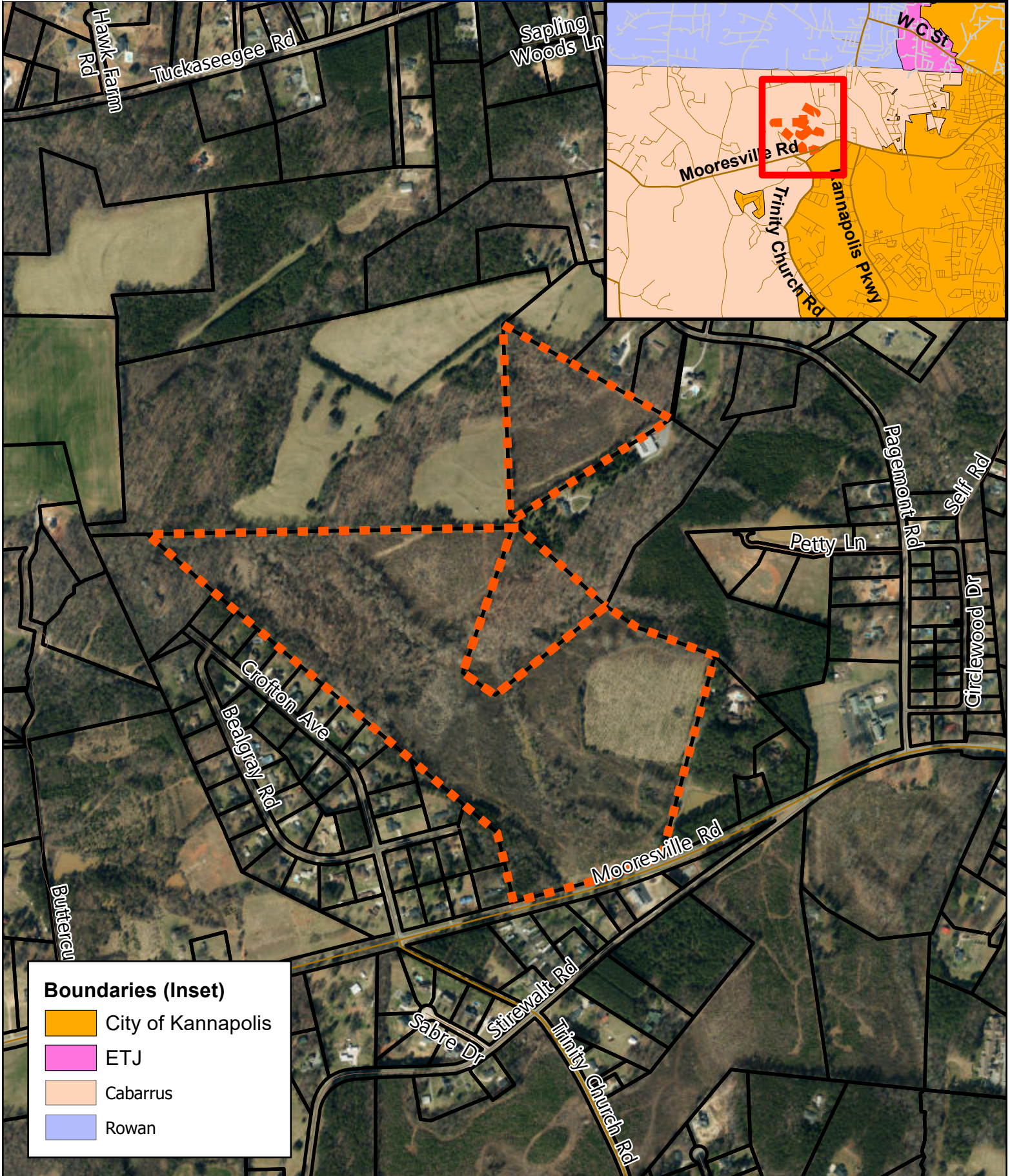


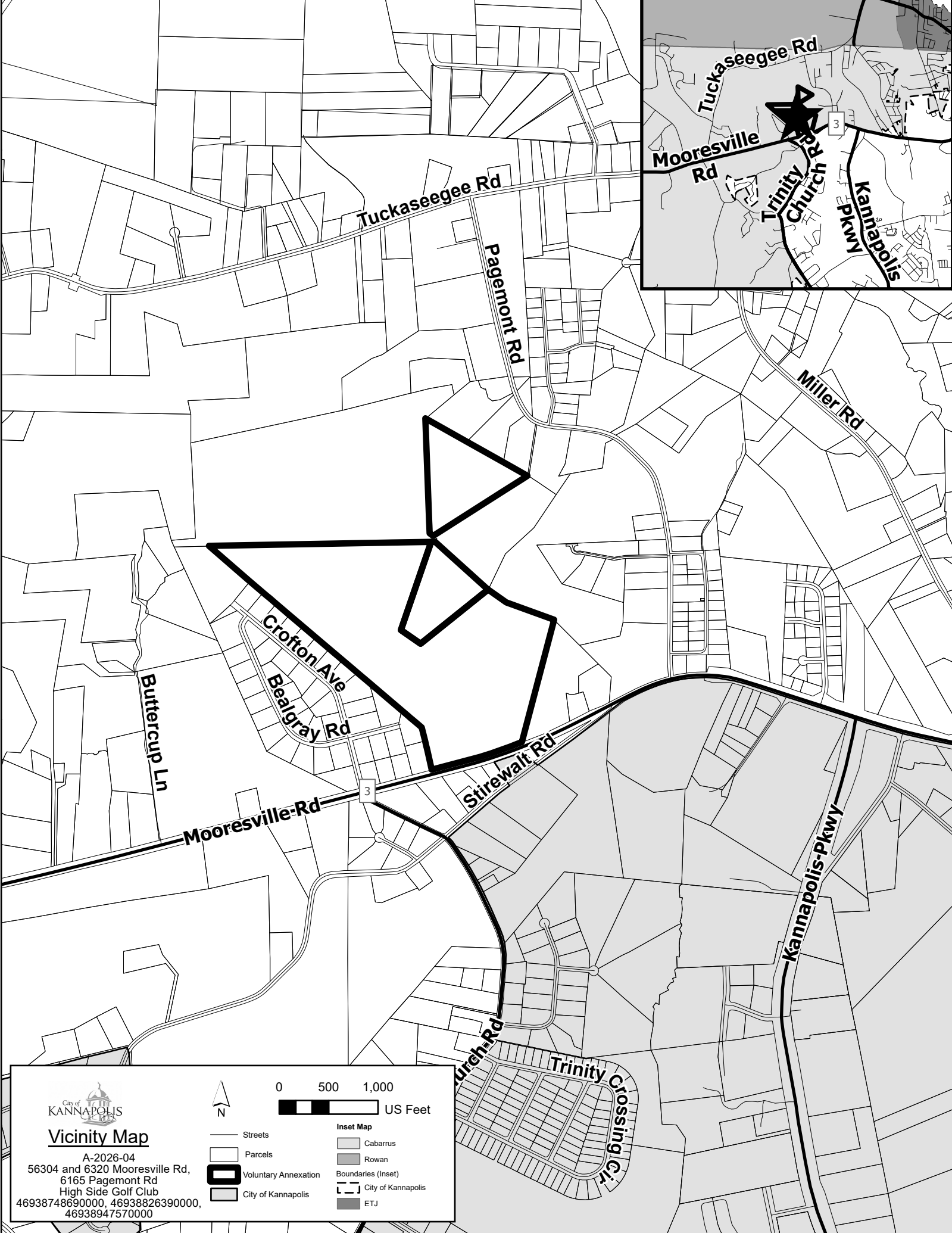
Vicinity Map

A-2026-04

56304 and 6320 Mooresville Rd, 6165 Pagemont Rd
High Side Golf Club
46938748690000, 46938826390000, 46938947570000

N





Vicinity Map

A-2026-04
 56304 and 6320 Mooreville Rd,
 6165 Pagemont Rd
 High Side Golf Club
 46938748690000, 46938826390000,
 46938947570000



- | | |
|----------------------|--------------------|
| Streets | Inset Map |
| Parcels | Cabarrus |
| Voluntary Annexation | Rowan |
| City of Kannapolis | Boundaries (Inset) |
| | City of Kannapolis |
| | ETJ |



PO Box 27283
Richmond, VA 23261-7283

Order Confirmation

Order# 0000905889

Client: CITY OF KANNAPOLIS
Phone: 7049204300

Payor : CITY OF KANNAPOLIS
Phone: 7049204300

Account: 3143368
Address: PAM SCAGGS
KANNAPOLIS NC 28081

Account: 3143368
Address: PAM SCAGGS
KANNAPOLIS NC 28081

Sales Rep **Acct Rep** **Ordered By**
crpboana crpboana Pam

Fax: 7049337463
EMail: pscaggs@kannapolisnc.gov

Total Amount \$344.40

Payment Amount \$344.40

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

Tear Sheets **Proofs** **Affidavits** **PO Number:**

0 0 1

Ad Number **Ad Type** **Ad Size** **Color**
0000905889-01 CLS Legal 2 X 35 li \$0.00

Production Method
AdBooker (liner)

Production Notes

Product and Zone **Placement** **Position** **# Inserts**
CON Independent Trib C-Legal Ads Legal Notices 2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING 401 Laureate Way,

Run Dates 4/ 2/2026, 4/ 9/2026

Product and Zone **Placement** **Position** **# Inserts**
NCC Online C-Legal Ads Legal Notices 7

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING 401 Laureate Way,

Run Dates 4/ 2/2026, 4/ 3/2026, 4/ 4/2026, 4/ 5/2026, 4/ 6/2026, 4/ 7/2026, 4/ 8/2026

TagLine: NOTICEOFPUBLICHEARING401LAUREATEWAYKANNAPOLISNCCITYCOUNCILMEETINGMONDAYAPRIL1
32026AT600PMVOLUNTARYANNEXATIONA202604PUBLICHEARI



Order Confirmation

Order# 0000905889

PO Box 27283

Richmond, VA 23261-7283

Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING 401 Laureate Way, Kannapolis, NC

**City Council Meeting
Monday April 13, 2026 at 6:00 PM**

Voluntary Annexation A-2026-04 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 109.166 +/- combined acres of property located at 6304 and 6320 Mooresville Road and 6165 Pagemont Road, further identified as Cabarrus County Parcel Identification Numbers 46938748690000, 46938826390000 and 46938947570000, respectively.

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

Publish: April 2, April 9, 2026.



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council

From: Alex Anderson, Director of Water Resources, Kristin Jones, Assistant City Manager, Brian Roberts, Finance Director

Subject: **PRESENTATION** - Water and Sewer Master Plan Presentation. **RECEIVED**

Recommended Action Requested by City Council

None, presentation only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

This Water and Sewer Master Plan Presentation will cover current and future infrastructure capacity demands and needs, aiming for a 2050 planning horizon. Key actions include adopting updated water and sewer priorities to manage capacity constraints, reviewing potential water system expansions into existing neighborhoods currently not served, addressing inflow/infiltration, and reviewing capital improvement funding. The Master Plan will include detailed modeling for future development and treatment facility & piping systems expansions.

This presentation will also present information regarding water and sewer rates necessary to achieve these projects. This financial information will provide guidance on implementing future rate increases to address City Council priorities, fund aging infrastructure replacement, meet rising operational costs (chemicals, materials, electricity, staff, etc.), increase treatment and conveyance capacity, and achieve financial sustainability.

Fiscal Implications

None, presentation only.

Alternate Courses of Action

1. Table Presentation for a future meeting.
2. Decline Presentation.

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report

April 13, 2026

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **DISCUSSION** - Utility Connections Outside the Corporate Limits of the City **RECEIVED**

Recommended Action Requested by City Council

None; discussion only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

The City has future growth areas designated in the western and northwestern portions of Cabarrus County, as well as in the northeastern portion of the County. We have annexation agreements in place for these areas with the City of Concord. The City also has future growth areas designated in Rowan County, with an annexation agreement in place with the Town of Landis.

Some of our future growth area located in Cabarrus County is within a County zoning district that does not permit connection to municipal water or sewer without being located in a municipal jurisdiction. The other areas of Cabarrus County are zoned such that annexation with connection is optional in certain circumstances, but annexation is encouraged by the County provisions. No such provision is in place for our future growth areas in Rowan County. Some of our future growth areas in Rowan County are presently located in the ETJ (extraterritorial jurisdiction), but the ETJ is scheduled to be removed effective June 30, 2026.

Past practices have been to include a voluntary annexation process for acquiring city services in order to be consistent with the requirements by County zoning. Staff will facilitate a discussion regarding the possibility of adopting a resolution to establish a voluntary process for acquiring city services.

Fiscal Implications

Alternate Courses of Action

N/A

Attachments

None