



**CITY COUNCIL
AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
AUGUST 10, 2026
6:00 PM**

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS AND RECOGNITIONS

- A. **PROCLAMATION** - Honoring the 100th Birthday of Betty Ritchie (Dianne Berry, Council Member)
- B. **RECOGNITION** - Hwy 3 Roundabout Dedication to Corine Cannon (Doug Wilson, Mayor)

SPEAKERS FROM THE FLOOR

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **POLICY AMENDMENT** - Motion to approve the amended Public Hearing and Public Comments Policy **TABLED TO AUGUST 24, 2026** (Wilmer Melton, City Manager)
- B. **ORDINANCE** - Budget Amendment #27-06 Appropriating National Night Out Donations **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager)
- C. **ORDINANCE** — Budget Amendment #27-07 reappropriation of cash reserves to fund ongoing projects, commitments from FY 26 to FY 27. **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager)
- D. **VOLUNTARY ANNEXATION** - (A-2026-07) 1.025 +/- acres of contiguous property located at 115 Kidd Street **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)
- E. **ORDINANCE** - Budget Amendment #27-09 Little Texas Sidewalk **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager)
- F. **VOLUNTARY ANNEXATION** - (A-2026-08) 0.2452 Acres located on Kidd Street identified as parcel 145 0680000002. **UNANIMOUSLY APPROVED** (Richard Smith, Planning Director)

- G. **ORDINANCE** - Budget Amendment #27-10 appropriating KFD grant funds **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager)
- H. **ORDINANCE** - Budget Amendment #27-11 Appropriating Funds for Salary Study Revisions **UNANIMOUSLY APPROVED** (Kristin Jones, Assistant City Manager)
- I. **AGREEMENT**- Sub Grant Agreement between the City of Kannapolis and WSACC **UNANIMOUSLY APPROVED** (Alex Anderson, Director of Water Resources, Kristin Jones, Assistant City Manager)
- J. **APPOINTMENTS** - Personnel Advisory Committee (PAC) **UNANIMOUSLY APPROVED** (Heather James, Human Resources Director, Kristin Jones, Assistant City Manager)
- K. **MINUTES** - July 27, 2026 **UNANIMOUSLY APPROVED** (Pam Scaggs, City Clerk)

BUSINESS AGENDA

- A. **PRESENTATION** - Cabarrus County Sports Hall of Fame **PRESENTED** (Harry Mills, EZ Smith)
- B. **PUBLIC HEARING & RESOLUTION** - Development Agreement Kellswater Commons Outparcel 8 **UNANIMOUSLY APPROVED** (Alex Anderson, Director of Water Resources, Mia Alvarez, Senior Planner)

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 and G.S. 143.318.11 (a) (6) for discussing personnel matters (Mayor Pro tem Dayvault)

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 Heather James, Human Resources Director & ADA Coordinator by phone at 704-920-4322, email adacoordinator@kannapolisnc.gov, or in person at Kannapolis City Hall as soon as possible, but not later than forty-eight (48) hours prior.



Office of the Mayor

KANNAPOLIS, NORTH CAROLINA

P R O C L A M A T I O N

“HONORING THE 100TH BIRTHDAY OF BETTY RITCHIE”

WHEREAS, Betty Ritchie was born on August 19, 1926, in Township 4 of Cabarrus County to William and Mary Shinn Sechler, and for nearly a century has been a proud daughter of Kannapolis, witnessing and contributing to the community's growth from its early mill village days to the vibrant city it is today; and

WHEREAS, Betty's roots run deep in this community. She spent her childhood on North Main Street before moving with her family in 1930 to the Glass Community, where her parents operated the W. L. Sechler General Store on Rogers Lake Road. In 1940, she moved into her home on Lowrance Avenue, where she still resides today; and

WHEREAS, A graduate of Cannon High School's Class of 1943, Betty attended Lenoir-Rhyne College before joining the World War II Cadet Nursing Corps in 1944 and completing her nursing training at Charlotte Memorial Hospital. She began her career caring for children at the Concord Children's Clinic before later serving as business manager of Ballard's Appliance and TV Service, where she and her family faithfully served Cabarrus and Rowan Counties for nearly 30 years; and

WHEREAS, Betty and her first husband, Army Air Corps Sergeant Garnett Ballard, raised three sons, including Kannapolis Police Officer Joe Ballard, and today her family includes six grandchildren and six great-grandchildren. Following Garnett's passing, she married the Reverend Hoke Ritchie and faithfully supported his ministry throughout the Piedmont; and

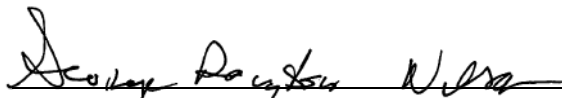
WHEREAS, Betty has continued a lifetime of service through substitute teaching, volunteer work with Cooperative Christian Ministries, and faithful membership at Kimball Lutheran Church. Her memories of Kannapolis, from Cannon High football games and Saturday evenings at the Sanitary Café and Gem Theatre to appearing in H. Lee Waters' 1941 film of Kannapolis, reflect a life woven into the very fabric of our city's history; and

WHEREAS, Betty's century of faith, service, resilience, and love for Kannapolis embodies the values that have shaped this community and serves as an inspiration to generations of citizens.

NOW, THEREFORE, the City Council of the City of Kannapolis, North Carolina does hereby recognize and celebrate **Betty Ritchie** on the occasion of her 100th Birthday, honoring her extraordinary life, her enduring commitment to family, faith, and community, and her lasting contributions to the City of Kannapolis. We extend our heartfelt congratulations and best wishes to Mrs. Ritchie and join her family, friends, and neighbors in celebrating this remarkable milestone.

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




George Douglas Wilson, Mayor
City of Kannapolis



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Doug Wilson, Mayor
Subject: **RECOGNITION** - Hwy 3 Roundabout Dedication to Corine Cannon

Recommended Action Requested by City Council

None; Presentation Only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Recognizing the Dedication of the Highway 3 Roundabout to Ms. Corine Cannon

Fiscal Implications

None

Alternate Courses of Action

None

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Wilmer Melton, City Manager
Subject: **POLICY AMENDMENT** - Motion to approve the amended Public Hearing and Public Comments Policy **TABLED TO AUGUST 24, 2026**

Recommended Action Requested by City Council

Motion to approve the amended Public Hearing and Public Comments Policy

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The proposed revision clarifies that anyone wishing to address City Council must provide a speaking card prior to the start of the public hearing or public comment period.

Fiscal Implications

None

Alternate Courses of Action

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

Attachments

1. Amendment to Public Hearing and Public Comments Policy 8.5.26



City of Kannapolis Public Hearing and Public Comments Policy

A. Overview.

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

B. Public Hearings.

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

C. Public Comment Period. (Including Speakers from the Floor)

The public comment period shall be reserved as an agenda item on City Council's regular meetings, which are currently held on the 2nd and 4th Monday of each month. All comments to City Council during the public comment period shall be subject to the standards described in Section D below.

D. Standards.

1. Speakers are encouraged to be courteous and respectful of one another and of City Council and City Staff. Speakers are asked to refrain from personal attacks, accusations, or threats directed toward the Mayor, any member of City Council, City Staff, and/or members of the public; vulgar or profane language or gestures will not be tolerated.
2. Individuals wishing to address the City Council must fill out a speaker's card stationed by the meeting room door. On the speaker card, the individual planning to speak is asked to identify the topic the individual desires to speak about and, if it is a public hearing, whether they are for or against the action being contemplated by or requested of the City. The City Clerk will collect the cards. The presiding officer of the City Council meeting (Mayor or Mayor Pro Tem in the absence of Mayor) may recognize speakers in the order that the speakers' cards are received or change the order of presenters at his/her discretion to promote efficiency and order. The presiding officer

may also delegate the responsibility of ordering and calling speakers to the designated podium to the City Clerk or his/her designee. Speakers will address City Council from the designated podium and will be asked to provide their name and city and county of residence for the record. At the beginning of the meeting, the presiding officer will remind attendees desiring to speak at a public hearing or during the public comment period to complete a speaker's card.

3. Unless otherwise provided by this policy, a speaker card must be completed and provided to the City Clerk prior to the start of a public hearing or public comment period.
 - i. Speakers will not be allowed to sign up to speak after the start of the public comment period.
 - ii. Prior to the end of a public hearing, the presiding officer will ask whether there are any other individuals wishing to address City Council on the topic of the public hearing.
4. To be recognized, the speaker's card must include the signature of the speaker acknowledging that a copy of this policy has been provided to the speaker either at the date and time of the meeting or on a previous date.
5. Each speaker shall be limited to a maximum time of four (4) minutes. A timer for public speakers will be coordinated by City Staff person which will indicate time remaining and announce when the speakers time has expired. Speakers will be allowed to speak once during the public comment period.
6. A speaker may not share, relinquish, yield or transfer any remaining time they have not used to another speaker. There will be no speaker substitutions allowed.
7. To avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.
8. Speakers shall address City Council only on issues that are related to the jurisdiction of the City Council. More specifically, speakers participating in a public hearing shall only address City Council on the issues pertaining to that particular public hearing topic.
9. Speakers must address the Mayor and City Council and refrain from addressing attendees in the audience.
10. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.
11. Signs no larger than two square feet are permitted to be used by the speaker provided they do not block the view of attendees seated in the audience, City Staff, or members of City Council. Signs shall not be shaken, waved or moved vigorously to disrupt the meeting.
12. Speakers may provide documents or other printed comments or materials to City Council, provided there are 10 copies given to the City Clerk prior to the start of the

meeting. The City Clerk shall distribute the copies to City Council, Attorney, and City Manager and retain one copy for the record. Written comments or letters, to include persons not present, will not be read aloud without prior approval from the Mayor. The Mayor has the discretion to deviate from this general rule should he or she deem it necessary.

13. Public hearings and the public comment period are not intended to require City Council to answer impromptu questions or to participate in a discussion or debate with Speakers. City Council will not typically act on an item presented during the public comment period. When the Council deems appropriate, the Mayor may request the City Manager or his/her designee to follow up with the Speaker and/or to provide additional information to City Council later.
14. To provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare "out-of-order" any person who fails to comply with this policy. The Mayor shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting. Disruption from the audience relating to the support or non- support of a speaker's comments will not be permitted.
15. The Mayor has the authority to enforce this policy. Failure to obey these standards may result in a forfeiture of any remaining speaking time.
16. Individuals who engage in egregious or repeated violations may be asked to leave the meeting. The Mayor may remove any person from a meeting if the person is interrupting or disrupting the meeting. A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting he or she may be charged with a Class 2 misdemeanor under N.C.G.S. 143-318.17.
17. The City's Chief of Police or his/her designee shall serve as the Sergeant at-Arms for all City Council Meetings and when directed by the Mayor, the Sergeant-at-Arms will have the responsibility of removing a public participant whom the presiding officer determines to be disturbing or interrupting a City Council Meeting.
18. Speakers in need of interpreters or other special accommodations must contact the Human Resource office at least one week in advance of the meeting. Reasonable accommodations will be provided free of charge.

This Policy is amended this 10th day of August, 2026.

George Douglas Wilson, Mayor

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Kristin Jones, Assistant City Manager
Subject: **ORDINANCE** - Budget Amendment #27-06 Appropriating National Night Out Donations
UNANIMOUSLY APPROVED

Recommended Action Requested by City Council

Motion to approve ORDINANCE - Budget Amendment #27-06 Appropriating National Night Out Donations

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget amendment appropriates revenues received for National Night out so supplies (expenses) can be purchased in the future and stay earmarked for the program.

Fiscal Implications

A budget amendment is needed to budget the revenues and expenses for this donation.

Alternate Courses of Action

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

Attachments

1. 2026-38 Ordinance for BA #27-06 National Night Out Donations

**ORDINANCE AMENDING BUDGET FOR
NATIONAL NIGHT OUT DONATIONS
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027
Amendment # 27-06**

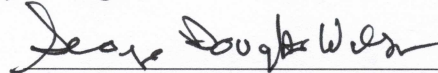
BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 10th day of August that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, is hereby adopted:

Description: This budget amendment appropriates revenues received for National Night out so supplies (expenses) can be purchased in the future and stay earmarked for the program.

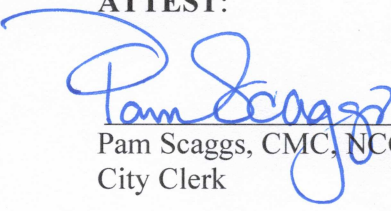
SECTION I- GENERAL FUND

Revenue:	Increase: Private Grants	\$250
	Revenue: 10000-34800	
Expenditure:	Increase: Private Grant Expenses	\$250
	Expenditure: 11100-51315	

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


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council

From: Kristin Jones, Assistant City Manager

Subject: **ORDINANCE** — Budget Amendment #27-07 reappropriation of cash reserves to fund ongoing projects, commitments from FY 26 to FY 27. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve ORDINANCE — Budget Amendment #27-07 which reappropriates cash reserves to fund ongoing projects, commitments from FY 26 to FY 27.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The following projects started in FY 2026 but were unable to be completed due to vendor delays, timing delays and supply chain issues and therefore the funding needs to be carried forward from last fiscal year (FY 26) to this fiscal year (FY 27). See attached spreadsheet for list of projects by department and fund.

Fiscal Implications

This budget amendment appropriates fund balance in order to fund the following projects, purchase orders and/or contracts that took place in FY 26 but were unable to be complete due to vendor delays, supply chain issues, late start in the fiscal year, etc. The funding for these projects and expenditures rolled into Fund Balance at the end of the year. Therefore, an appropriation of fund balance must take place for the funding to be re-appropriated (carried forward) from FY 26 to FY 27.

Alternate Courses of Action

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

Attachments

1. 2026-39 Ordinance for BA #26-07 Cash Reserves to Fund Ongoing Projects
2. PO rollover by account

**ORDINANCE AMENDING BUDGET FOR
CASH RESERVES TO FUND ONGOING PROJECTS
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027
Amendment # 27-07**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 10th day of August that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, is hereby adopted:

Description: This budget amendment appropriates fund balance to fund the following projects, purchase orders and/or contracts that took place in FY 26 but were unable to be completed. Therefore, an appropriation of fund balance must take place for the funding to be re-appropriated (carry forward) from FY 26 to FY 27.

SECTION I- GENERAL FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$6,942,912
Expenditure:	Increase: Non-Departmental Closing Costs Expenditure: 10000-43550	\$30,000
Expenditure:	Increase: Non-Departmental- Special Expenses Expenditure: 10000-51300	\$41,300
Expenditure:	Increase: Non-Departmental- Capital Improvements-CHALL Expenditure: 10000-59400-CHALL	\$27,529
Expenditure:	Increase: Non-Departmental- Capital- FDLOG Expenditure: 10000-59500-FDLOG	\$50,000
Expenditure:	Increase: Economic Development Contingency Expenditure: 11115-46350	\$54,457
Expenditure:	Increase: Communications: Marketing and Branding Expenditure: 11120-43425	\$10,117
Expenditure	Increase: Communications: Capital Expenditure: 11120-59500	\$27,000
Expenditure:	Increase: Human Resources: Medical Expense Expenditure: 11200-43710	\$2,683
Expenditure:	Increase: Human Resources: Contracted Services Expenditure: 11200-48000	\$3,589

Expenditure:	Increase: Information Technology: Small Tools Expenditure: 11500-46200	\$57,624
Expenditure:	Increase: Information Technology: Contracted Services Expenditure: 11500-48000	\$13,609
Expenditure:	Increase: Information Technology: Annual Maintenance Expenditure: 11500-48530	\$546,374
Expenditure:	Increase: Information Technology: Capital Expenditure: 11500-59500	\$40,142
Expenditure:	Increase: General Services: Building and Grounds Expenditure: 11600-44300	\$8,081
Expenditure:	Increase: General Services: Building and Grounds/FS4 Expenditure: 11600-44300-FS4	\$8,662
Expenditure:	Increase: General Services: Capital Machinery Expenditure: 11600-59500-FS4	\$40,998
Expenditure:	Increase: Police Support: Public Safety Supplies Expenditure: 12030-46400	\$16,119
Expenditure:	Increase: Police Support: Contracted Services Expenditure: 12030-48000	\$22,195
Expenditure:	Increase: Police Field Ops Public Safety Supplies Expenditure: 12035-46400	\$52,985
Expenditure:	Increase: Police Field Ops: Axon Expenditure: 12035-46500	\$964,797
Expenditure:	Increase: Police Field Ops: Uniforms Expenditure: 12035-47100	\$5,130
Expenditure:	Increase: Police Field Ops: Capital Expenditure: 12035-59500	\$52,608
Expenditure:	Increase: Fire Emergency: Vehicle Main Expenditure: 12540-44200	\$232,273
Expenditure:	Increase: Engineering: Consultants Expenditure: 13000-48300	\$961,360
Expenditure:	Increase: Street Lighting: Contract New Lights Expenditure: 13100-48650	\$14,996

Expenditure:	Increase: Powell Bill: RM Streets Expenditure: 13400-44900	\$23,940
Expenditure:	Increase: Powell Bill: Contract Services Expenditure: 13400-48000	\$371,257
Expenditure:	Increase: Powell Bill: Resurfacing Expenditure: 13400-48850	\$884,016
Expenditure:	Increase: Street Maintenance: Contracted Expenditure: 13500-48000-ROGER	\$91,260
Expenditure:	Increase: Street Maintenance: Capital Expenditure: 13500-59500	\$7,919
Expenditure:	Increase: Parks: R & M Buildings Expenditure: 15010-44300	\$27,135
Expenditure:	Increase: Parks: R & M Buildings-GEM Expenditure: 15010-44300-GEM	\$60,000
Expenditure:	Increase: Parks: R & M Buildings-GROUN Expenditure: 15010-44300-GROUN	\$37,472
Expenditure:	Increase: Parks: R & M Buildings-SWANE Expenditure: 15010-44300-SWANE	\$3,200
Expenditure:	Increase: Parks: Small Tools and Equipment: GROUN Expenditure: 15010-46200-GROUN	\$2,700
Expenditure:	Increase: Parks: Small Tools and Equipment: VILPK Expenditure: 15010-46200-VILPK	\$1,800
Expenditure:	Increase: Parks: Contracted Services Expenditure: 15010-48000	\$85,200
Expenditure:	Increase: Parks: Contracted Services: IBC Expenditure: 15010-48000-IBC	\$4,715
Expenditure:	Increase: Parks: Contracted Grounds Maintenance Expenditure: 15010-48220	\$7,000
Expenditure:	Increase: Parks: Consultants- SWANE Expenditure: 15010-48300-SWANE	\$112,500
Expenditure:	Increase: Parks: Sound Tech Expenditure: 15010-48845-SWANE	\$4,100

Expenditure:	Increase: Parks: Capital Improvements: BCPK Expenditure: 15010-59400-BCPK	\$535,435
Expenditure:	Increase: Parks: Capital Improvements: GEM Expenditure: 15010-59400-GEM	\$197,826
Expenditure:	Increase: Programs- ARTS Expenditure: 15060-46630-ARTS	\$46,626
Expenditure:	Increase: Parks: Capital Improvements: CAP X Expenditure: 15200-59400	\$254,183
Expenditure:	Increase: Transfers Expenditure: 19000-57250	\$900,000

SECTION II- WATER AND SEWER FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 39900-39900	\$1,542,654
Expenditure:	Increase: Water Distribution: RM Lift Station Expenditure: 36100-44600	\$24,549
Expenditure:	Increase: Water Distribution: Materials Expenditure: 36100-46850	\$11,369
Expenditure:	Increase: Water Distribution: Contracted Services Expenditure: 36100-48000	\$308,542
Expenditure:	Increase: Water Distribution: Consultants Expenditure: 36100-48300	\$59,950
Expenditure:	Increase: Water Distribution: Consultants-SRFLS Expenditure: 36100-48300-SRFLS	\$483,000
Expenditure:	Increase: Water Treatment: RM Equipment Expenditure: 36200-44400	\$7,975
Expenditure:	Increase: Water Treatment: RM Lift Station Expenditure: 36200-44600	\$13,734
Expenditure:	Increase: Water Treatment: RM Water Tank Expenditure: 36200-44700	\$15,418
Expenditure:	Increase: Water Treatment: Contracted Services Expenditure: 36200-48000	\$91,895

Expenditure:	Increase: Water Treatment: Contracted Services – LCRR Expenditure: 36200-48000-LCRR	\$25,322
Expenditure:	Increase: Water Treatment: Consultants Expenditure: 36200-48300	\$2,615
Expenditure:	Increase: WSACC: Sewage Treatment Expenditure: 36400-49020	\$279,798
Expenditure:	Increase: WSACC: Treatment Fixed Rate Expenditure: 36400-49030	\$218,487

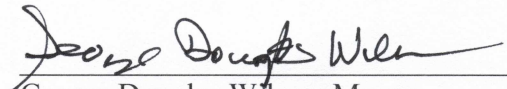
SECTION III- STORMWATER FUND

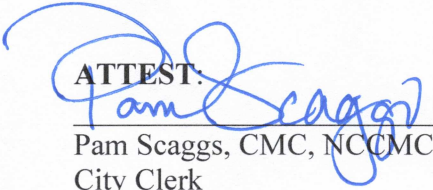
Revenue:	Increase: Fund Balance Appropriation Revenue: 49900-39900	\$188,325
Expenditure:	Increase: Stormwater: Capital Machinery Expenditure: 40000-59500	\$188,325

SECTION IV- HEALTH AND RISK FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 90000-39900	\$24,144
Expenditure:	Increase: Workers Compensation Insurance Expenditure: 90100-42100	\$24,144

Approved and adopted this 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:

Pam Scaggs, CMC, NCCMC
City Clerk

Amount	Department	Description	GL Account
\$ 30,000	1100	Closing costs for scooters	10000-43550
\$ 41,300	1100	Valuation & Consulting services	10000-51300
\$ 27,529	1600	Add doors to secure 2nd floor admin area	10000-59400-CHALL
\$ 50,000	2500	Logistics building for Fire	10000-59500-FDLOG
\$ 54,457	1100	Budget encumbrance	11115-46350
\$ 1,350	1120	Garbage & Recycling Do's and Dont's	11120-43425
\$ 4,081	1120	Newcomers Guide	11120-43425
\$ 2,261	1120	Concept & Design 3 Door hangers & 5 cart hangtags	11120-43425
\$ 2,425	1120	Prep/Camera/Post Production	11120-43425
\$ 27,000	1120	Digital sign project	11120-59500
\$ 2,683	1200	Pre-hire police testing	11200-43710
\$ 3,589	1200	GASB reports	11200-48000
\$ 11,178	1500	Endpoints Under Management	11500-46200
\$ 46,446	1500	Small tools and equipment balance	11500-46200
\$ 2,709	1500	Original PO 20251608 Sound Engineer for Council	11500-48000
\$ 3,200	1500	Construction Work for New Kiosk	11500-48000
\$ 7,700	1500	Contracted services balance	11500-48000
\$ 5,655	1500	Original PO 20251171 DMV (ECRS) interface	11500-48530
\$ 17,867	1500	Watchguard Renewals Annual PO	11500-48530
\$ 120,099	1500	CAD\RMS to Cloud	11500-48530
\$ 1,650	1500	Kannapolis Cemetery, CIMS Platinum Annual Main	11500-48530
\$ 401,103	1500	Annual maintenance balance	11500-48530
\$ 40,142	1500	Dynatouch Kisok Replacement	11500-59500
\$ 8,662	1600	Budget Rollover for FY2027	11600.44300.-FS4
\$ 2,720	1600	Swanee Exterior Door Replacement	11600-44300
\$ 5,361	1600	Lee's Clothing Warehouse Facia	11600-44300
\$ 30,184	1600	Fire Station 4 upfits budget rollover	11600-59500-FS4
\$ 10,814	1600	Budget Rollover for FY2027	11600-59500-FS4
\$ 16,119	2035	Carriers for patrol and CID quote 75-00000950	12030-46400 *
\$ 22,195	2030	Axon AI Software	12030-48000
\$ 2,015	2035	Qte75-000007400-3	12035-46400
\$ 50,970	2035	Carrier Renewals and BLET Graduates	12035-46400
\$ 710,800	2035	Axon body camera	12035-46500
\$ 107,200	2022	Body worn cameras	12035-46500
\$ 146,797	2022	Remaining Axon balance	12035-46500
\$ 1,203	2035	Annual Order Field Operations and Traffic	12035-47100
\$ 3,927	2035	Quote 84161-9 Honor Guard Uniforms	12035-47100
\$ 52,608	2010	upfits for new vehicles	12035-59500
\$ 155,000	2500	2008 Seagrave refurb	12540-44200
\$ 34,348	2500	repairs to fill system on Rescue 10	12540-44200
\$ 42,925	2500	remaining vehicle maintenance balance	12540-44200
\$ 34,686	3000	Original PO 20251425 EPA Brownfield envir consulting	13000-48300
\$ 1,474	3000	Original PO 20251570 Block 1 soil assessment	13000-48300

\$ 925,200	3000	EPA Brownfield Grant	13000-48300
\$ 14,996	3100	New Lights budget rollover	13100-48650
\$ 23,940	3400	380 Tons bulk road salt delivered per quote	13400-44900
\$ 6,000	3200	Original PO 20251593 inspection of traffic signals	13400-48000
\$ 53,000	3400	NCDOT Maintained Signal upgrades	13400-48000
\$ 312,257	3400	Curb and Ramp Installation and Modification	13400-48000
\$ 23,310	3500	Original PO 20250947 Asphalt surface treatment	13400-48850
\$ 860,706	3500	2026 Street Resurfacing contract (26-02)	13400-48850
\$ 91,260	3500	Rodgers Lake Road Bridge Improvements	13500-48000-ROGER
\$ 7,919	3500	tags/taxes/fees for outstanding vehicles	13500-59500
\$ 27,135	5010	Original PO 20250254	15010-44300
\$ 60,000	5010	GEM 2nd floor remodel	15010-44300-GEM
\$ 1,098	5010	Paver removal and install for sewer line on Oak Av	15010-44300-GROUN
\$ 36,374	5010	Bench board replacement at Earnhart park	15010-44300-GROUN
\$ 3,200	5010	Work on Liquor door at Swanee	15010-44300-SWANE
\$ 2,700	5010	Tablets and licenses for Cityworks	15010-46200-GROUN
\$ 72,000	5010	GEM design work/VP/BCP	15010-48000
\$ 1,800	5010	Tablets and licenses for Cityworks	15010-46200-VILPK
\$ 2,200	5010	Company Switch Install	15010-48000
\$ 11,000	5010	Prof Services for Pickleball Courts at BCP	15010-48000
\$ 3,390	5010	Original PO 20250333	15010-48000-IBC
\$ 1,325	5010	Original PO 20251495	15010-48000-IBC
\$ 7,000	5010	Tree Work on West Ave	15010-48220
\$ 112,500	5010	Manatee Swanee day to day operations	15010-48300-SWANE
\$ 4,100	5010	Light Board and Lighting for Swanee	15010-48845-SWANE
\$ 19,231	5010	Original PO 20251633	15010-59400-BCPK
\$ 12,352	5010	New rear garage area @ Bakers Creek Park shop	15010-59400-BCPK
\$ 23,750	5010	concrete footer for new rear garage area	15010-59400-BCPK
\$ 480,102	5010	Balance in BCPK	15010-59400-BCPK
\$ 14,200	5010	Original PO 20251188	15010-59400-GEM
\$ 2,626	5010	Original PO 20251471	15010-59400-GEM
\$ 181,000	5010	GEM Capital Improvements	15010-59400-GEM
\$ 46,626	5060	Cultural Arts Funding balance	15060-46630-ARTS
\$ 254,183	1600	Stadium Improvements budget rollover	15200-59400
\$ 900,000	1400	Transfer to CRF	19000-57250
\$ 6,942,912		General Fund Total	
\$ 2,535	3610	Original PO 20251189 Arc Flash Studies	36100-44600
\$ 59,950	3620	Water System Master Plan	36100-48300
\$ 15,350	3610	Arc Flash Proposal	36100-44600
\$ 3,304	3610	Lift Station & Flow Reviews	36100-44600
\$ 3,360	3610	Hwy 136 - Metering Data Collection & Analysis	36100-44600
\$ 2,212	3610	Original PO 20250655 balance of bid 25-03	36100-46850
\$ 4,313	3610	Bid 26-01-highlighted sheet attached	36100-46850

\$ 4,844	3610	Traffic Rated Top & Hat	36100-46850
\$ 8,525	3610	Concrete Repairs	36100-48000
\$ 14,328	3610	Original PO 20250135 Royal Oaks Sewer rehab	36100-48000
\$ 1,170	3610	Original PO 20250322 Prime Bev Flow Monitoring	36100-48000
\$ 2,177	3610	Original PO 20251388 Royal Oaks Sewer rehab	36100-48000
\$ 2,980	3610	Suppl 5 & 6 - Develo Fee/WS Rate Study	36100-48000
\$ 279,362	3610	Afton Run Watermain	36100-48000
\$ 483,000	3610	Original PO 20251409 Lead Service Line Project	36100-48300-SRFLS
\$ 7,975	3620	AUMA AIR VALVE	36200-44400
\$ 1,750	3620	Original PO 20251248 Generator main for Kannapolis Crossing	36200-44600
\$ 6,334	3620	Labor for altitude valve rebuilds	36200-44600
\$ 5,650	3620	Vault with lid	36200-44600
\$ 7,709	3620	Rebuild kit for South tank	36200-44700
\$ 7,709	3620	Altitude Valve Repair - Floyd Tank	36200-44700
\$ 1,500	3620	Task Order #2 Washwater Recycling NPDES	36200-48000
\$ 13,000	3620	Corrosion Control Study	36200-48000
\$ 1,500	3620	TO #3 Wastewater Engineering	36200-48000
\$ 21,140	3620	Afton Ridge Construction Management	36200-48000
\$ 16,000	3620	Meter RFI	36200-48000
\$ 20,780	3620	PAC Feed Engineering	36200-48000
\$ 15,000	3620	LKC Level II Assessment	36200-48000
\$ 2,975	3620	Task Order 5 - Bakers Creek Flow Measurement	36200-48000
\$ 25,322	3620	Lead and Oppor Sampling (orig contract 236)	36200-48000-LCRR
\$ 2,615	3620	Wastewater Master Plan	36200-48300
\$ 279,798	36400	Water and Sewer Authority - sewage treatment interceptor variable	36400-49020
\$ 218,487	36400	Water and Sewer Authority - treatment fixed rate	36400-49030
\$ 1,542,654		Water and Sewer Fund Total	
\$ 122,174	4700	Original PO 20250543 Freightliner chassis	40000-59500
\$ 61,151	4700	Original PO 20250544 Dump Truck Bed	40000-59500
\$ 5,000	4700	Dump truck fees/taxes/tag	40000-59500
\$ 188,325		Stormwater Fund Total	
\$ 24,144	1200	Workers Comp	90100-42100
\$ 24,144		Health and Risk Fund Total	



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION** - (A-2026-07) 1.025 +/- acres of contiguous property located at 115 Kidd Street **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Motion to adopt Resolution Directing the Clerk to Investigate and Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for August 24, 2026.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Bal Perazim Christian Center II, has submitted an application for voluntary annexation of approximately 1.025 +/- acres of contiguous property located at 115 Kidd Street. The property is further identified as Rowan County Parcel Identification Number 145 1220000002.

Fiscal Implications

None.

Alternate Courses of Action

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

Attachments

1. 2026-33 Resolution Directing Clerk to Investigate Intent to Annex A-2026-07 - 115 Kidd St
2. 2026-34 Resolution of Intent to Annex and Fix Date of Public Hearing A-2026-07 - 115 Kidd St
3. Certificate of Sufficiency
4. A-2026-07 Contiguous Annexation Application
5. Black and White Map A-2026-07
6. Vicinity Map A-2026-07
7. Vicinity Color Map A-2026-07

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

A-2026-07 – 115 Kidd Street

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

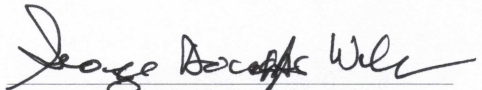
WHEREAS, N.C.G.S Chapter 160A-31 *et seq*, provides that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

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

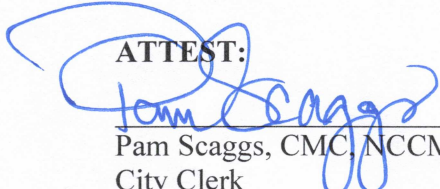
NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Kannapolis, North Carolina that:

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

ADOPTED this the 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

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

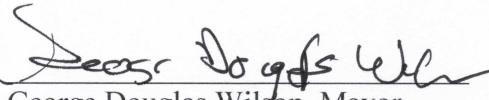
A-2026-07 – 115 Kidd Street

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

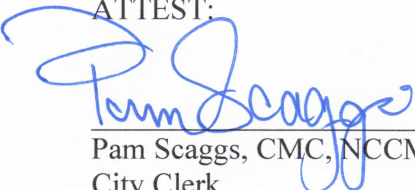
NOW, THEREFORE, BE IT RESOLVED by the City Council of Kannapolis, North Carolina that:

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 24th day of August 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, August 13 and Thursday, August 20, 2026.

ADOPTED this the 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

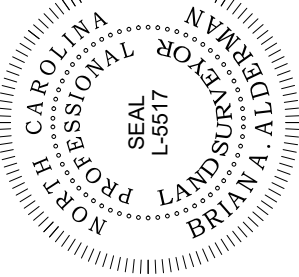
DESCRIPTION OF AREA TO BE ANNEXED
115 Kidd Street

BEGINNING AT A #4 REBAR;
THENCE N 09°06'28" E A DISTANCE OF 49.68' TO A #4 REBAR;
THENCE N 88°01'27" W A DISTANCE OF 317.51' TO A #4 REBAR;
THENCE S 00°57'39" W A DISTANCE OF 49.86' TO A #4 REBAR;
THENCE S 00°58'39" W A DISTANCE OF 92.75' TO A #4 REBAR;
THENCE S 87°13'06" E A DISTANCE OF 296.90' TO A #4 REBAR;
THENCE N 08°58'42" E A DISTANCE OF 98.21' #4 REBAR;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 44455.1 SQUARE FEET, 1.021 ACRES

I, BRIAN ALDERMAN, PLS. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN BOOKS/PAGES 1069 / 934 & 1478 / 261), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE LISTED REFERENCES; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 42-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 31 ST DAY OF JULY, 2026.

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

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



BRIAN ALDERMAN, PLS # L-5517

SURVEY NOTES:

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

STATEMENT OF PURPOSE:

1. THE PURPOSE OF THIS PLAT IS TO SURVEY THE EXISTING BOUNDARY OF PARCELS 145 1220000001 & 145 1220000002 FOLLOWING THE BOUNDARY, 145 1220000002 WILL BE ANNEXED INTO THE CITY OF KANNAPOLIS
2. THE NUMBER OF EXISTING LOTS (2) NUMBER OF NEW LOTS (0)
3. EXISTING ACREAGE AS SHOWN ON MAP:

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON

SETBACKS	
FRONT SETBACK	25'
FRONT SETBACK (CORNER LOT)	18.75'
SIDE SETBACK	10'
REAR SETBACK	25'

LEGEND

ABBREVIATIONS

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

SYMBOLS

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

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

CERTIFICATE OF ANNEXATION

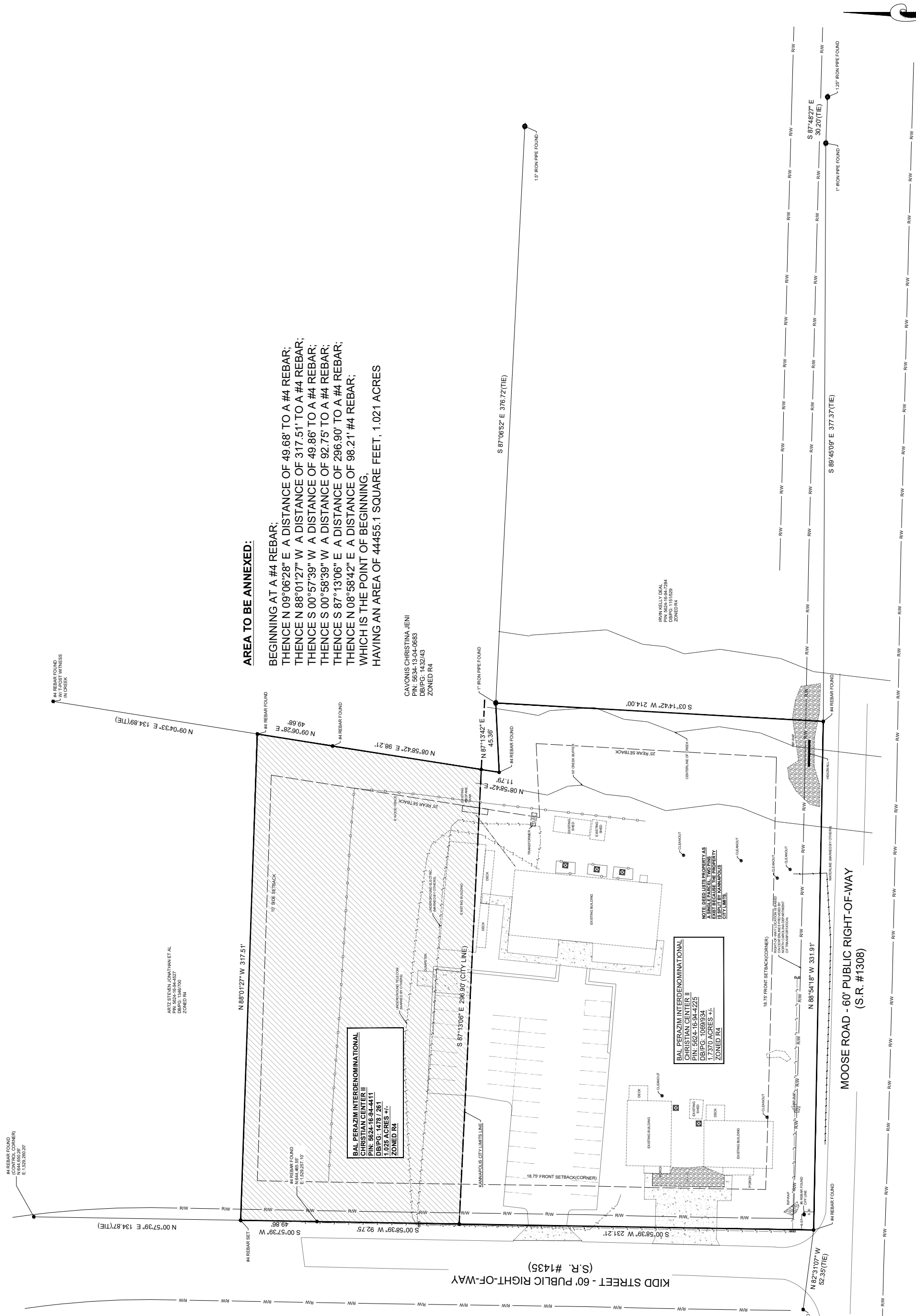
Area annexed into the corporate limits of the City of Kannapolis, NC by Ordinance Number _____, adopted by the City Council on _____, with an effective date of _____, I hereby certify that this plat has been approved for recording in the Register of Deeds in Rowan County.

Mayor _____ Date _____

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

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

Review Officer _____ Date _____

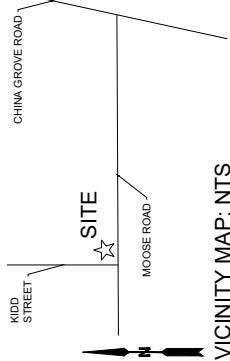


AREA TO BE ANNEXED:

BEGINNING AT A #4 REBAR;
THENCE N 09°06'28" E A DISTANCE OF 49.68' TO A #4 REBAR;
THENCE N 88°01'27" W A DISTANCE OF 317.51' TO A #4 REBAR;
THENCE S 00°58'39" W A DISTANCE OF 49.86' TO A #4 REBAR;
THENCE S 00°58'39" W A DISTANCE OF 92.75' TO A #4 REBAR;
THENCE S 87°13'06" E A DISTANCE OF 236.90' TO A #4 REBAR;
THENCE N 08°58'42" E A DISTANCE OF 98.21' #4 REBAR;
WHICH IS THE POINT OF BEGINNING.
HAVING AN AREA OF 44455.1 SQUARE FEET, 1.021 ACRES



HORIZONTAL GROUND DISTANCE
1 INCH = 60 FT



VICINITY MAP: NTS

NON-CONTIGUOUS
ANNEXATION PLAT
FOR
BAL PERAZIM
INTERDENOMINATIONAL
CHRISTIAN CENTER II

SUBJECT PROPERTY INFO:
PARCEL ID(S):
145 1220000001
145 1220000002

DEED BOOK & PAGE:
1478 / 261 & 1069 / 934

CURRENT ZONING:
R4

PROPERTY LOCATION:
CHINA GROVE TOWNSHIP
ROWAN COUNTY
NORTH CAROLINA

OWNER INFORMATION:
BAL PERAZIM INTERDENOMINATIONAL
CHRISTIAN CENTER II
PO BOX 340
KANNAPOLIS, NC 28082-0340

DATE OF SURVEY:
07.31.2026

SURVEYED BY:
BAA

CHECKED/DRAWN BY:
BAA/SJA

PLAN NOTES:

1. PLAN NORTH IS BASED ON NAD83(2011)
2. AREAS COMPUTED USING THE COORDINATE METHOD
3. ANY TRAVERSE ADJUSTMENTS WERE PERFORMED USING THE LEAST SQUARES ADJUSTMENT METHOD
4. NO GEODETIC MONUMENTS WERE FOUND WITHIN 100' OF THE SURVEYED AREA. ALL DISTANCES ARE GROUND HORIZONTAL UNLESS OTHERWISE NOTED. GROUND TO GRID CONVERSION IS 0.99985337108210'
5. PROPERTY MAY BE SUBJECT TO BURDENS OR BENEFITS NOT SHOWN ON MAP.
6. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DIGGING CALL NC ONE-CALL (1-800-652-4949).
7. ZONING DISTRICTS NOTED ARE PER GIS INFORMATION AVAILABLE TO THE PUBLIC.
8. THE SUBJECT PARCEL(S) AND ANY ADJOINING PROPERTY OWNERS NAMES, DEEDS OF RECORD, AND TAX PARCEL IDENTIFICATIONS REFLECT THOSE AVAILABLE TO THIS SURVEYOR AS OF THE DATE OF THE SURVEY SHOWN.

PROJECT # 26208

REVISION ISSUE

00	ANNEXATION	07.31.2026



FIRM NO. 101000
101000
KANNAPOLIS, NC 28081
Brian.Alderman@SutherEngineering.com

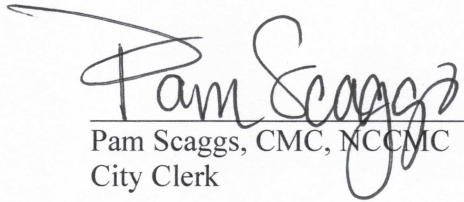
CERTIFICATE OF SUFFICIENCY
A-2026-07

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 10th day of August 2026.




Pam Scaggs, CMC, NCCMC
City Clerk

Petition for Contiguous Annexation

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

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 2305 Moose Road Kannapolis NC 28083

Applicant: Bal Perazim Christian Center II

Address: PO Box 340 City: Kannapolis State: NC Zip: 28082

Contact number: (704) 305-1701 Email: KLT7870@gmail.com

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

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

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

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

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

Applicant's Signature:  Date: July 31, 2026

KANNAPOLIS

Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: July 31, 2026

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

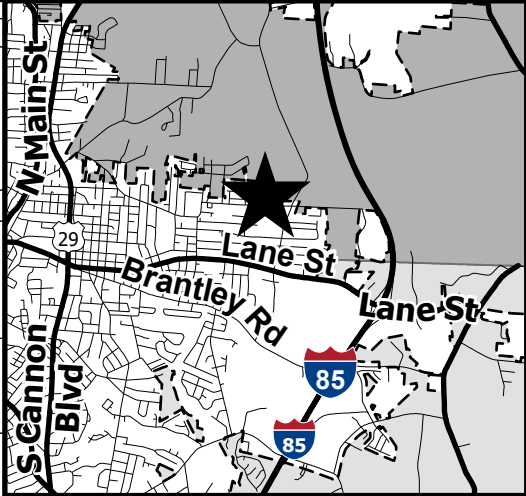
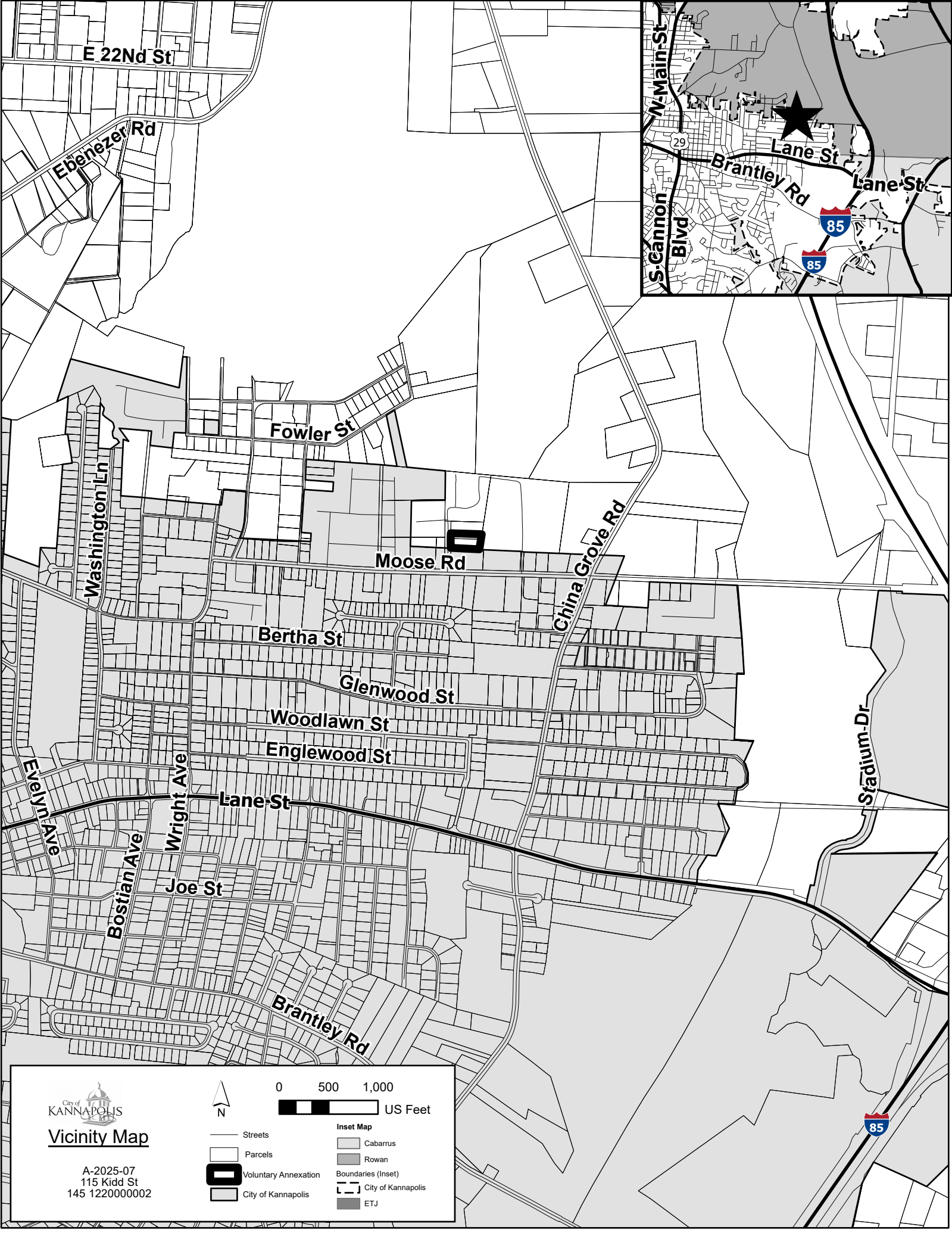
1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 2305 Moose Rd Kannapolis
NC 28083, further identified as Rowan
County Parcel Identification Number 145 1220000002, is contiguous to the primary limits of the City of Kannapolis, is approximately 1.025 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.

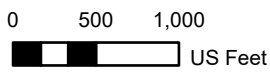
	<u>Name (print or type)</u>	<u>Address</u>	<u>Signature*</u>
1.	Kelvin L. Thompson	4303 Kiser Woods Drive, SW Concord NC 28025	<u>Kelvin L. Thompson</u>
2.	Deidre Tucker	4185 Cliftonville Ave, SW Concord NC 28025	<u>Deidre Tucker</u>
3.	_____	_____	_____
4.	_____	_____	_____

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



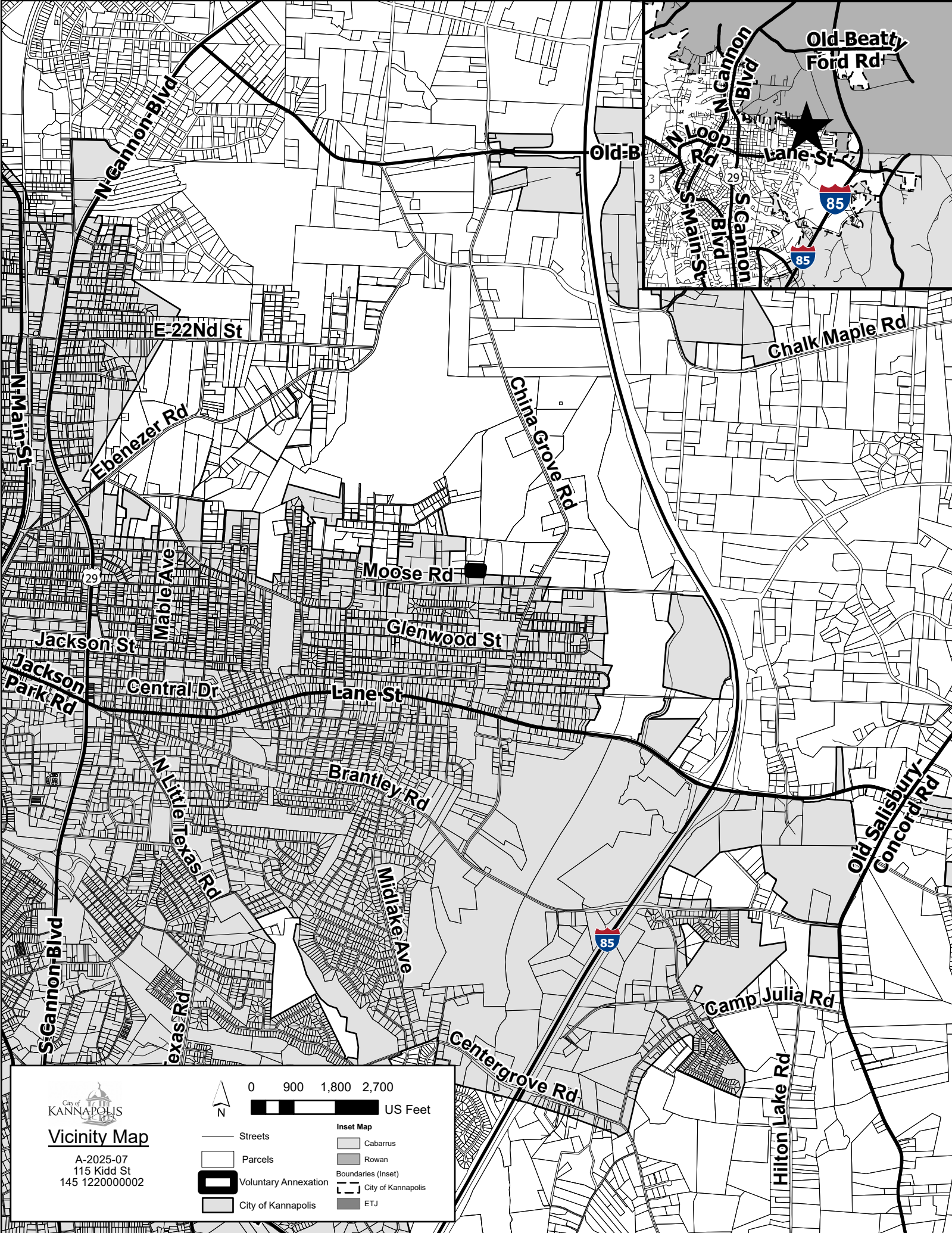
Vicinity Map

A-2025-07
115 Kidd St
145 1220000002



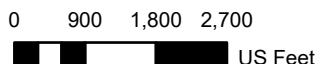
- Streets
- Parcels
- Voluntary Annexation
- City of Kannapolis

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



Vicinity Map

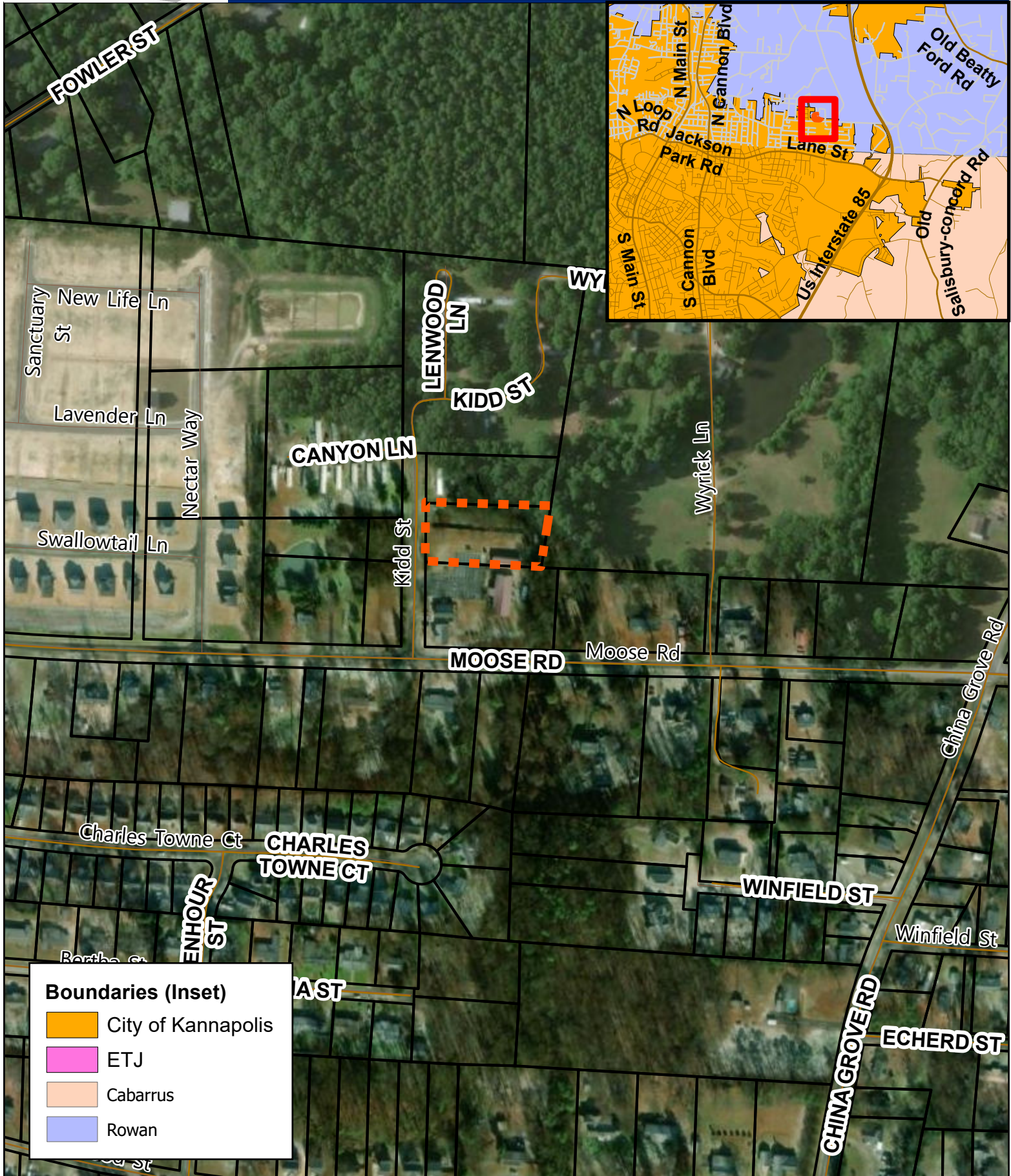
A-2025-07
115 Kidd St
145 1220000002



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

Vicinity Map

A-2025-07
115 Kidd St
145 1220000002





Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Kristin Jones, Assistant City Manager
Subject: **ORDINANCE** - Budget Amendment #27-09 Little Texas Sidewalk **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve the Ordinance for Budget Amendment #27-09 for Little Texas Road Sidewalk

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget transfer is to adjust the budget for debt proceeds budgeted in FY 2019 as part of the original capital project ordinance for Little Texas Sidewalk and increase the transfer from the General Fund. This budget amendment covers the City's 20% match (non-federal) for Division Needs Expenditures. The total funding amount for Division Needs is \$519,855 federal and \$129,964 local funds. NC DOT reduces the amount of the total award for NCDOT charges and surcharges from the \$519,855 funding. This budget amendment appropriates fund balance and increases the transfer from the general fund to cover debt proceeds adjustment (\$324,293) and the City's match for division needs expenditures (\$129,964) for Little Texas Capital Projects Fund.

Fiscal Implications

A budget amendment is needed to record funds in the appropriate accounts.

Alternate Courses of Action

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

Attachments

1. 2026-40 Ordinance for BA #27-09 Little Texas Sidewalk Project

**CITY OF KANNAPOLIS, NORTH CAROLINA
LITTLE TEXAS SIDEWALK CAPITAL PROJECT
PROJECT ORDINANCE
BA #27-09**

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

Section 1. The project consists of the construction of a sidewalk along Little Texas Road.

Section 2. The City Manager is hereby directed to proceed with the Project with the North Carolina General Statutes and the budget contained herein.

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

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

Description: This budget transfer is to adjust the budget for debt proceeds budgeted in FY 2019 as part of the original capital project ordinance for Little Texas Sidewalk and increase the transfer from the General Fund. This budget amendment covers the City's 20% match (non-federal) for Division Needs Expenditures. The total funding amount for Division Needs is \$519,855 federal and \$129,964 local funds. NC DOT reduces the amount of the total award for NCDOT charges and surcharges from the \$519,855 funding. This budget amendment appropriates fund balance and increases the transfer from the general fund to cover debt proceeds adjustment (\$324,293) and the City's match for division needs expenditures (\$129,964) for Little Texas Capital Projects Fund.

SECTION 1 – FUND 240: LITTLE TEXAS SIDEWALK PROJECT

Revenue:	Increase: Transfer from General Fund Revenue: 24090-39200	\$324,293
Revenue:	Decrease: Proceeds from Debt Financing Revenue: 24095-39000	\$324,293
Revenue:	Increase: Transfer from General Fund Revenue: 24090-39200	\$129,964
Expense:	Increase: Capital Infrastructure- Grant Expense: 24000-59601	\$129,964
		Total: \$454,257

SECTION II – GENERAL FUND

Expense:	Increase: Transfer to Capital Projects Expense: 19000-57200	\$454,257
Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	\$454,257

Total: \$454,257

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

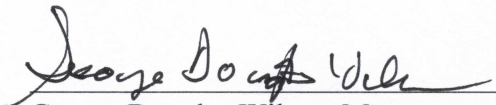
Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenues received or claimed.

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

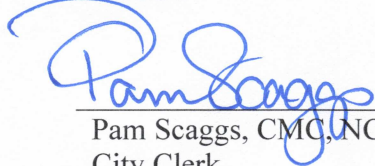
Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

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

This Ordinance is approved and adopted this 13th day of July.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **VOLUNTARY ANNEXATION** - (A-2026-08) 0.2452 Acres located on Kidd Street identified as parcel 145 0680000002. **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Motion to adopt Resolution Directing the Clerk to Investigate and Intent to Annex and to Certify the Sufficiency of the Petition to Annex; and
2. Motion to adopt a Resolution of Intent to Annex and Fix Date of Public Hearing for August 24, 2026.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Andrew Matthews, has submitted an application for voluntary annexation of approximately 0.2452 +/- acres of contiguous property located Kidd Street. The property is further identified as Rowan County Parcel Identification Number 145 0680000002.

Fiscal Implications

None

Alternate Courses of Action

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

Attachments

1. 2026-35 Resolution Directing Clerk to Investigate Intent to Annex A-2026-08 - Unaddressed Parcel on Kidd St
2. 2026-36 Resolution of Intent to Annex and Fix Date of Public Hearing A-2026-08 - Unaddressed Parcel on Kidd St
3. Certificate of Sufficiency
4. Petition Form - Contiguous 0 Kidd St.cleaned
5. Vicinity Color A-2026-08 Addressed
6. Vicinity A-2026-08 Addressed
7. Black and White A-2026-08 Addressed

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

A-2026-08 –Kidd Street Parcel 145 0680000002

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

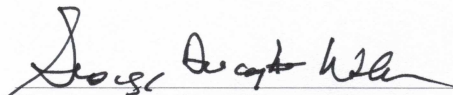
WHEREAS, N.C.G.S Chapter 160A-31 *et seq*, provides that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

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

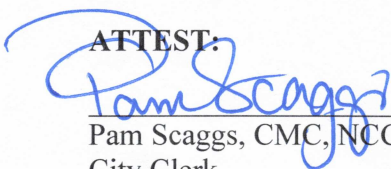
NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Kannapolis, North Carolina that:

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

ADOPTED this the 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

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

A-2026-08 –Kidd Street Parcel 145 0680000002

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

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

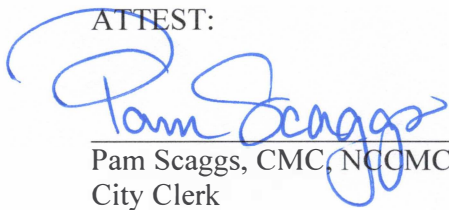
- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 24th day of August 2026.
- Section 2. The area proposed for annexation is described as follows:

See attached Metes and Bounds Description and Annexation Survey.
- Section 3. Notice of public hearing shall be published in the Independent Tribune on Thursday, August 13 and Thursday, August 20, 2026.

ADOPTED this the 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

DESCRIPTION OF AREA TO BE ANNEXED
Kidd Street Parcel 145 0680000002

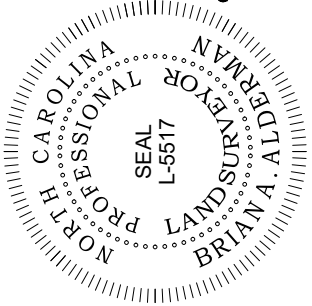
BEGINNING AT A #4 REBAR;
THENCE S 02°02'02" W A DISTANCE OF 103.54' TO A CALCULATED POINT;
THENCE S 87°00'13" E A DISTANCE OF 101.72' TO A CALCULATED POINT;
THENCE N 01°03'25" E A DISTANCE OF 108.44' TO A #4 REBAR;
THENCE N 89°47'11" W A DISTANCE OF 99.91' TO A #4 REBAR;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 10682.0 SQUARE FEET, 0.245 ACRES

I, BRIAN A. ALDERMAN, PLS. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1481, PAGE 784; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE LISTED REFERENCES); THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 31ST DAY OF JULY, 2026.

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

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

BRIAN A. ALDERMAN, PLS # L-5517



SURVEY NOTES:

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

STATEMENT OF PURPOSE:

- THE PURPOSE OF THIS PLAT IS TO SURVEY THE EXISTING BOUNDARIES OF PARCELS 5624-16-94-1256 AND 5624-16-94-1462 AND ANNEX BOTH PARCELS INTO THE CITY OF KANNAPOLIS.
- THE NUMBER OF EXISTING LOTS (1) NUMBER OF NEW LOTS (0)
- EXISTING ACREAGE (7671) AC +/-

REFERENCES:

- ALL DEEDS AND MAPS SHOWN HEREON

R4 SETBACKS (KANNAPOLIS)		
FRONT SETBACK	25'	
SIDE SETBACK	10'	
REAR SETBACK	25'	

LEGEND

ABBREVIATIONS

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

SYMBOLS

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

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

CERTIFICATE OF ANNEXATION

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

Mayor _____ Date _____

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

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

Review Officer _____ Date _____

acres

MONTY DEAN RODGERS
PIN: 5624-16-94-0623
DB/PG: 1228/801
ZONED: R4

S 89°47'11" E 99.91'
S 85°50'35" E 51.41'(TIE ONLY)

S 81°44'41" W 267.96'(TIE ONLY)

AREA TO BE ANNEXED
PIN: 5624-16-94-1462
0.2452 ACRES +/-
10,682 SQ. FT. +/-

PIN: 5624-16-94-9493

KANNAPOLIS CITY LIMITS

DARYL SIMPSON
PIN: 5624-16-84-9287 AND 5624-16-84-9493
DB/PG: 1474/758
ZONED: R4

NOTE: GIS SHOWS TWO PARCELS
BECAUSE OF THE KANNAPOLIS CITY
LIMITS. THE LEGAL DESCRIPTION IN THE
DEED ONLY CONVEYS A SINGLE
TRACT OF LAND.

PIN: 5624-16-84-9287

AREA TO BE ANNEXED (HATCHED)

BEGINNING AT A #4 REBAR;
THENCE S 02°02'02" W A DISTANCE OF 103.54' TO A CALCULATED POINT;
THENCE S 87°00'13" E A DISTANCE OF 101.72' CALCULATED POINT;
THENCE N 01°03'25" E A DISTANCE OF 108.44' A #4 REBAR;
THENCE N 89°47'11" W A DISTANCE OF 99.91' A #4 REBAR;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 10682.0 SQUARE FEET, 0.245 ACRES

S 88°34'12" E 263.33'(TIE ONLY)

1 1/2" IRON PIN FOUND BENT,
SHOT AT BASE

KIDD STREET - 60' PUBLIC RIGHT-OF-WAY
(S.R. #1435)

S 01°03'25" W 326.78'(TOTAL)

D & A LAND INVESTMENTS LLC
PIN: 5624-16-94-1256 AND 5624-16-94-1462
DB/PG: 1481/784
0.7671 ACRES +/-
ZONED: R4

PIN: 5624-16-94-1256

S 82°31'07" E
52.35'(TIE ONLY)

N 88°21'26" W 105.43'

MOOSE ROAD - 60' PUBLIC RIGHT-OF-WAY
(S.R. #1308)

GRAPHIC SCALE
0 30 60 90
HORIZONTAL GROUND DISTANCE
1 INCH = 30 FT

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

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

FIRM PANEL 5624
MAP NUMBER 3710562400L
EFFECTIVE DATE 11/16/2018
PROPERTY LIES IN ZONE X



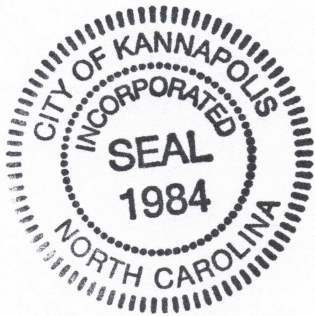
FIRM NO. 5624
FIRM ADDRESS: 3001 STE D
KANNAPOLIS, NC 28081
PHONE: 704.891.1111
FAX: 704.891.1112
Email: brian.alderman@SutherEngineering.com

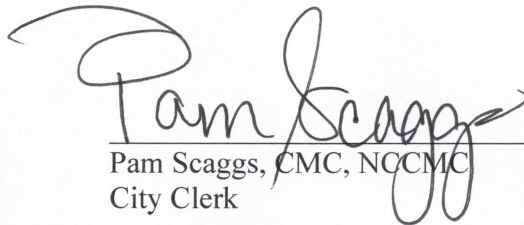
CERTIFICATE OF SUFFICIENCY
A-2026-08

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 10th day of August 2026.




Pam Scaggs, CMC, NCCMC
City Clerk

DECLARATION OF THE CITY OF KANNABOLLS

1984

I, the Mayor of the City of Kannabolls, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the City of Kannabolls.

I further certify that the same has been compared with the original and found to be a true and correct copy of the original as the same appears in the records of the City of Kannabolls.

In testimony whereof, I have hereunto set my hand and the seal of the City of Kannabolls at the City of Kannabolls, North Carolina, this 1st day of January, 1984.

Tom Carroll
Mayor





PETITION REQUESTING A CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

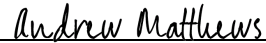
DATE: 7/31/2026

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 0 Kidd St Kannapolis, further identified as Rowan County Parcel Identification Number 5624-16-94-1462, is contiguous to the primary limits of the City of Kannapolis, is approximately .2452 acres, and the boundaries of such territory are as follows:

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

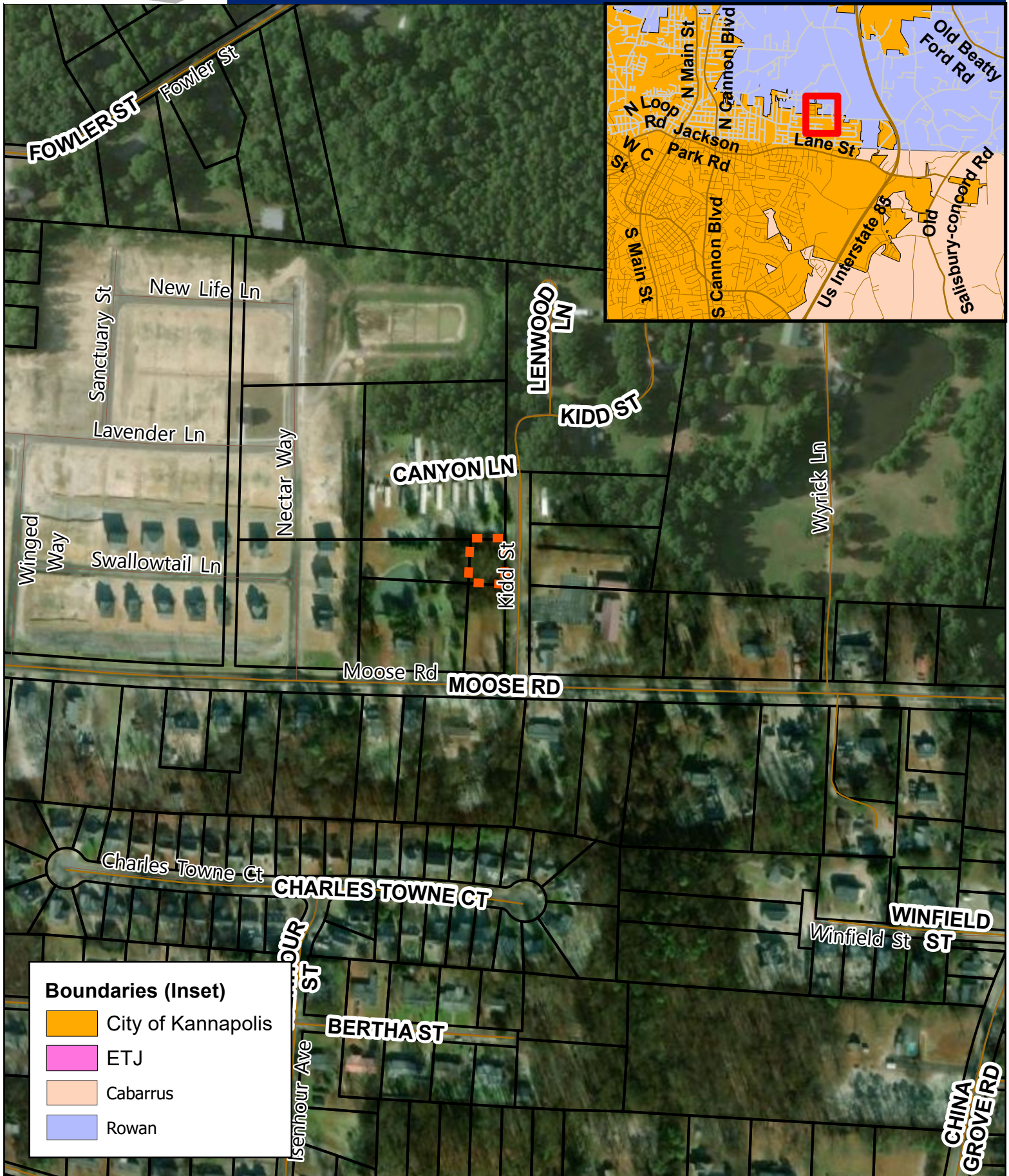
3. This petition is signed by all property owners of the area to be annexed.
4. ☒ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☒ sewer ☒; and, subsequently agree that the City shall not provide water and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

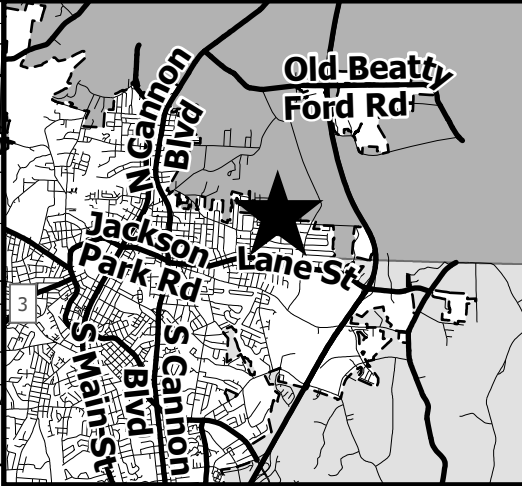
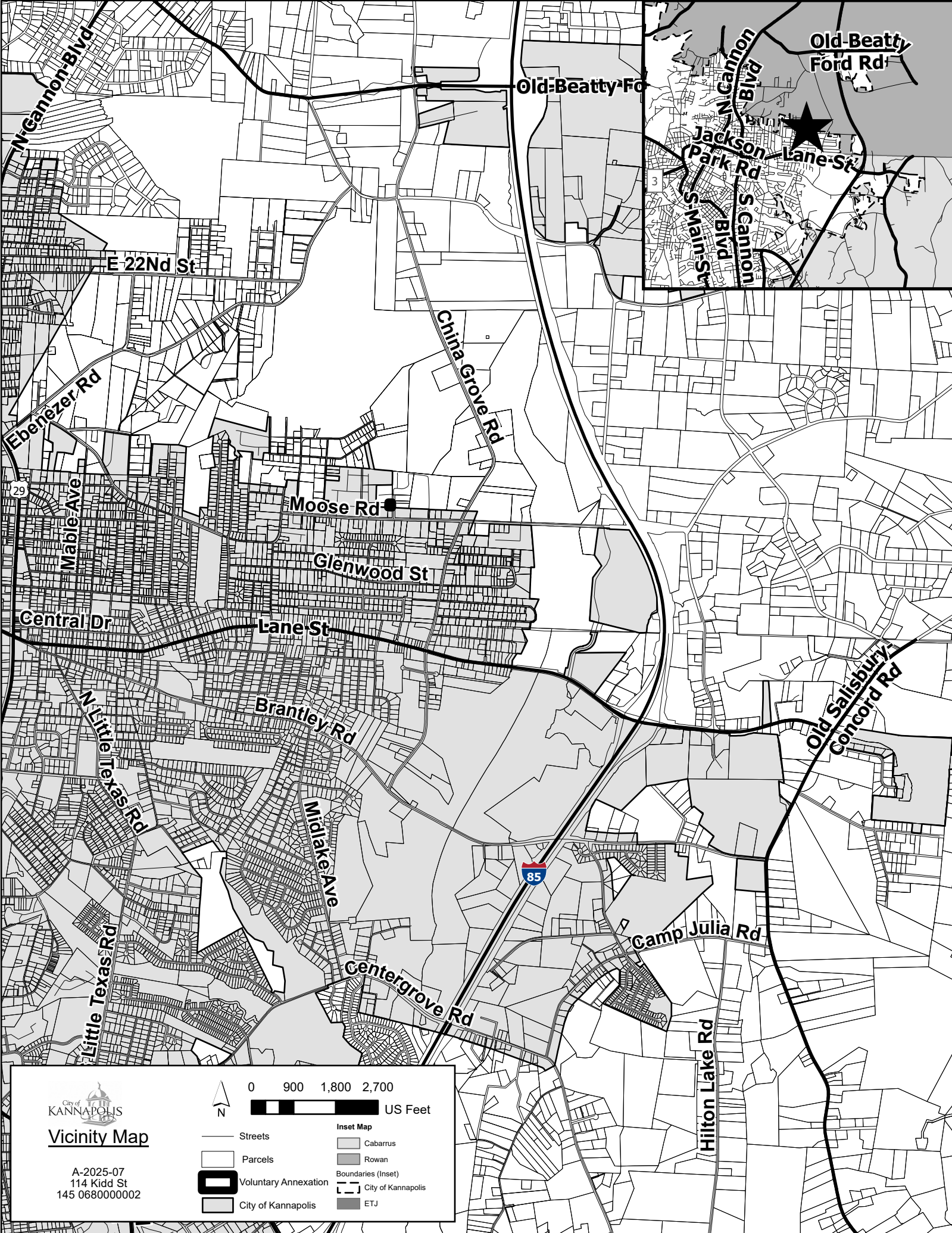
<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1. Andrew Matthews	3481 Brighton Ct NW Concord NC 28027	DocuSigned by:  E28D9B43ADE04F0...
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

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

Vicinity Map

A-2025-07
114 Kidd St
145 0680000002







Vicinity Map

A-2025-07
114 Kidd St
145 0680000002



0 900 1,800 2,700
US Feet

Streets

Parcels

Voluntary Annexation

City of Kannapolis

Inset Map

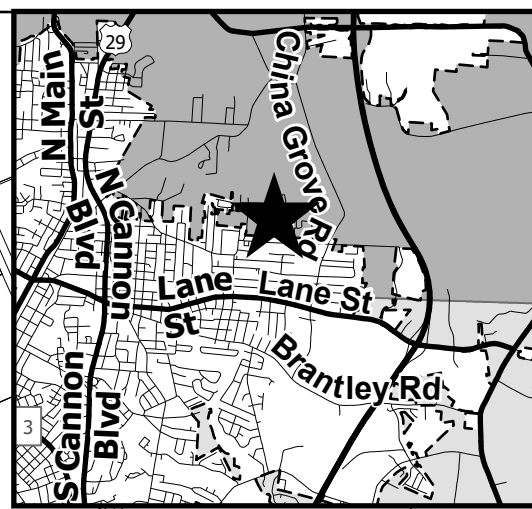
Cabarrus

Rowan

Boundaries (Inset)

City of Kannapolis

ETJ



Vicinity Map

A-2025-07
114 Kidd St
145 0680000002



0 320 640
US Feet

- Streets
- Parcels
- Voluntary Annexation
- City of Kannapolis

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



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Kristin Jones, Assistant City Manager
Subject: **ORDINANCE** - Budget Amendment #27-10 appropriating KFD grant funds **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to adopt **ORDINANCE** - Budget Amendment #27-10 appropriating KFD grant funds

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget amendment appropriates grant funds received from Rowan County and Enbridge to be put towards public safety supplies for the department.

Fiscal Implications

A budget amendment is needed to budget the revenues and expenses tied to the grant funding.

Alternate Courses of Action

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

Attachments

1. 2026-41 Ordinance for BA #27-10 for KFD Grant Funds

**ORDINANCE AMENDING BUDGET FOR
KANNAPOLIS FIRE DEPARTMENT GRANT FUNDS
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027
Amendment # 27-10**

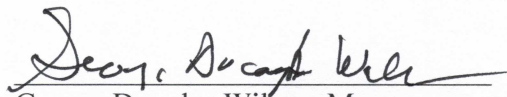
BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 10th day of August that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, is hereby adopted:

Description: This budget amendment appropriates grant funds received from Rowan County and Enbridge to be put towards public safety supplies for the department.

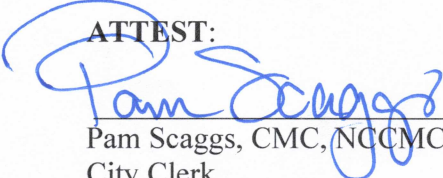
SECTION I- GENERAL FUND

Revenue:	Increase: Rowan County Contributions Revenue: 12510-35400	\$10,000
Revenue:	Increase: Private Grant Revenue: 12510-34800	\$5,000
Expenditure:	Increase: Public Safety Supplies Expenditure: 12540-46400	\$15,000

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


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Kristin Jones, Assistant City Manager
Subject: **ORDINANCE** - Budget Amendment #27-11 Appropriating Funds for Salary Study Revisions **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to approve **ORDINANCE** - Budget Amendment #27-11 Appropriating Funds for Salary Study Revisions

Required Votes to Pass Required Action

Majority Present at Meeting

Background

City Council adopted as part of the FY 27 budget process the implementation of the salary study based on a time in position (TIP) of 6 years — meaning that it should take an employee around 6 years to enter a position and get to the market and/or at the midpoint of the salary range. Based on this recommendation, it was projected to cost around \$1.3m across all funds for the City to implement this across our employee base of around 600 employees. When implementing the salary study, staff noticed some discrepancies that negatively impacted employees on career ladders or lateral career advancement program.

A lateral career advancement program shall mean a department-specific pathway that allows for lateral advancement, indicative of gaining additional experience or knowledge in the position while the core essential duties remain without significant changes. Employees promoted or demoted through a lateral career advancement program will receive a salary adjustment pursuant to the applicable city policy for promotions or demotions.

Because of this lateral career advancement, a holistic analysis was completed citywide to see what employees were in career ladders that needed to have their time in position adjusted back to their core responsibilities and therefore, their time in position would change, resulting in a fair and consistent salary adjustment. The proposed impact of the additional salary adjustments is \$437,000.

Applicable internal policies were adjusted to reflect the changes of time in position with the clarification of the lateral career advancement program.

Fiscal Implications

This budget amendment appropriates funds from the non-departmental special expenses account where money was budgeted from increased sales tax collections projected for FY 27 and reducing the subsidy to the Swanee. These funds are being proposed to adjust for revisions made to the salary study implementation. A budget amendment is only needed to adjust for employees in the General Fund. The other funds that were impacted (Water and Sewer, Stormwater and Environmental) are able to absorb the salary adjustments based on projected lapsed salary.

Alternate Courses of Action

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

Attachments

1. 2026-42 Ordinance for BA #27-11 Salary Study Revisions

**ORDINANCE AMENDING BUDGET FOR
SALARY STUDY REVISIONS
Amendment # 27-11**

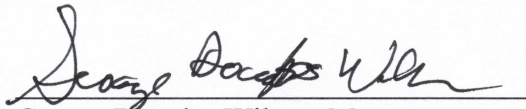
BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 10th day of August that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, is hereby adopted:

Description: This budget amendment appropriates funds from the non-departmental special expenses account where money was budgeted from increased sales tax collections projected for FY 27 and reducing the subsidy to the Swanee. These funds are being proposed to adjust for revisions made to the salary study implementation.

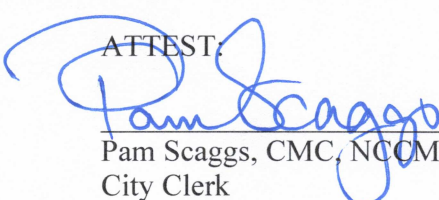
SECTION I- GENERAL FUND

Expenditure:	Decrease: Non-Departmental: Special Expenses Expenditure: 10000-51300	\$437,000
Expenditure:	Increase: Finance: Salaries Expenditure: 11400-41000	\$2,000
Expenditure:	Increase: Fire: Emergency Services Expenditure: 12540-41000	\$185,000
Expenditure:	Increase: Facility Services: Salaries Expenditure: 11600-41000	\$5,000
Expenditure:	Increase: Human Resources: Salaries Expenditure: 11200-41000	\$4,000
Expenditure:	Increase: Parks: Salaries Expenditure: 15010-41000	\$6,000
Expenditure:	Increase: Police: Field Ops: Salaries Expenditure: 12035-41000	\$235,000

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


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

**RESOLUTION APPROVING THE SUBGRANT CONTRACT WITH THE
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**

WHEREAS, North Carolina General Statutes § 160A-461 authorizes units of local government and other public agencies to enter into interlocal agreements for the joint exercise of powers, duties, functions, privileges, and immunities;

WHEREAS, the City of Kannapolis (“Kannapolis”) and the Water and Sewer Authority of Cabarrus County (“WSACC”) (together, the “Parties”) desire to enter into that certain subgrant contract (the “Agreement”) whereby Kannapolis will accept funds in an amount up to One Million Four Hundred Seventy-Seven Thousand Five Hundred Dollars (\$1,477,500) (the “Funds”) that were appropriated pursuant to the Current Operations Appropriations Act, Session Law 2023-134, as amended by Session Law 2024-1;

WHEREAS, Kannapolis’ use of the Funds is subject to compliance with all guidance, rules, regulations, statutes, and requirements applicable to North Carolina Water Infrastructure Fund allocations, including but not limited to all statutory provisions outlined in North Carolina General Statutes (N.C.G.S.) § 143C-6-22 Use of State funds by non-State entities, 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M, N.C.G.S. Chapter 159G, the requirements found in S.L. 2023-134, as amended by S.L. 2024-1 and all applicable guidance, rules, regulations and statutes;

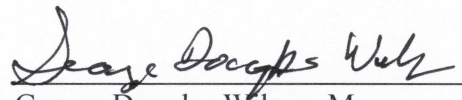
WHEREAS, the City Council acknowledges that the Funds shall be subject to the availability of appropriated Funds in the discretion of the State of North Carolina by and through its agency, the North Carolina Department of Environmental Quality (“DEQ”); and

WHEREAS, the City Council has determined that acceptance of the Funds pursuant to the terms and conditions of the Agreement is the best interest of the City and its residents.

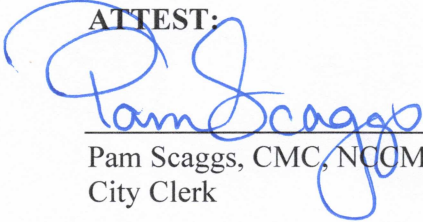
NOW, THEREFORE, BE IT RESOLVED, by City Council of the City of Kannapolis, that:

1. City Council hereby authorizes the acceptance of the Funds;
2. The City Manager, or his designee, is hereby authorized to execute and deliver the Agreement in connection therewith; and
3. This Resolution is effective on the date of its adoption.

Adopted this the 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council

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

Subject: **AGREEMENT-** Sub Grant Agreement between the City of Kannapolis and WSACC **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

1. Motion to adopt the Resolution approving the Subgrant Agreement; and
2. Motion to adopt the Ordinance for Budget Amendment #2027-08

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Subrecipient proposes to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134, as amended by S.L. 2024-1. Specifically, as related to Water and Sewer Infrastructure Corrections and Clarifications enacted through revision of Section 12.2(e)(28) of S.L. 2023-134 related to the sixty-nine million six hundred thousand dollars (\$69,600,000) allocated to WSACC of which one million five hundred thousand dollars (\$1,500,000) of this allocation shall be used for the north Kannapolis primary water loop project.

Fiscal Implications

A budget amendment is required to record the funding.

Alternate Courses of Action

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

Attachments

1. 2026-37 Resolution Approving Subgrant Contract with WSACC
2. 2026-43 Ordinance for BA #27-08 WS Project - Forrestbrook Pump Station
3. Subgrant Agreement-v8

**RESOLUTION APPROVING THE SUBGRANT CONTRACT WITH THE
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**

WHEREAS, North Carolina General Statutes § 160A-461 authorizes units of local government and other public agencies to enter into interlocal agreements for the joint exercise of powers, duties, functions, privileges, and immunities;

WHEREAS, the City of Kannapolis (“Kannapolis”) and the Water and Sewer Authority of Cabarrus County (“WSACC”) (together, the “Parties”) desire to enter into that certain subgrant contract (the “Agreement”) whereby Kannapolis will accept funds in an amount up to One Million Four Hundred Seventy-Seven Thousand Five Hundred Dollars (\$1,477,500) (the “Funds”) that were appropriated pursuant to the Current Operations Appropriations Act, Session Law 2023-134, as amended by Session Law 2024-1;

WHEREAS, Kannapolis’ use of the Funds is subject to compliance with all guidance, rules, regulations, statutes, and requirements applicable to North Carolina Water Infrastructure Fund allocations, including but not limited to all statutory provisions outlined in North Carolina General Statutes (N.C.G.S.) § 143C-6-22 Use of State funds by non-State entities, 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M, N.C.G.S. Chapter 159G, the requirements found in S.L. 2023-134, as amended by S.L. 2024-1 and all applicable guidance, rules, regulations and statutes;

WHEREAS, the City Council acknowledges that the Funds shall be subject to the availability of appropriated Funds in the discretion of the State of North Carolina by and through its agency, the North Carolina Department of Environmental Quality (“DEQ”); and

WHEREAS, the City Council has determined that acceptance of the Funds pursuant to the terms and conditions of the Agreement is the best interest of the City and its residents.

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

1. City Council hereby authorizes the acceptance of the Funds;
2. The City Manager, or his designee, is hereby authorized to execute and deliver the Agreement in connection therewith; and
3. This Resolution is effective on the date of its adoption.

Adopted this the 10th day of August 2026.

ATTEST:

George Douglas Wilson, Mayor
City of Kannapolis

Pam Scaggs, CMC, NCCMC
City Clerk

**ORDINANCE FOR BUDGET AMENDMENT FOR
WATER AND SEWER CAPITAL PROJECT
FORRESTBROOK PUMP STATION
BA #27-08**

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

- Section 1.** The project consists of the construction of the Forrestbrook Pump Station.
- Section 2.** The City Manager is hereby directed to proceed with the Project with the North Carolina General Statutes and the budget contained herein.
- Section 3.** The following revenues are expected to be available to complete this project:
- Section 4.** The following amount is appropriated for the project:

Description: The purpose of this budget amendment is to record NCDEQ grant funds that are passed through WSACC to the City for the Forrestbrook pump station (Loop Yard Project) in the amount of \$1.5m. The \$22,500 is interest earnings that will be recorded to account for the 1.5% administrative cost DEQ charges to administer the grant program.

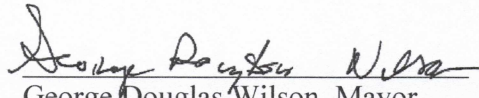
SECTION 1 - WATER AND SEWER CAPITAL PROJECT – FORRESTBROOK PUMP STATION

Revenue:	Increase: State Grant Revenue: 34000-34000	\$1,477,500
Revenue:	Increase: Investment Income Revenue: 34000-38000	\$22,500
Expenditure:	Increase: Capital – CIP - BROOK Expenditure: 34000-59200-BROOK	\$1,477,500
Expenditure:	Increase: Capital – CIP -Grant - BROOK Expenditure: 34000-59201-BROOK	\$22,500
		Total: \$1,500,000

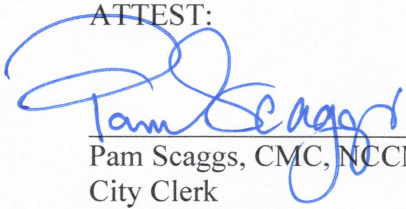
- Section 5.** The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide for accounting to the City Council grantor agency required by the Grant Agreement(s) and federal and state regulations.

- Section 6.** The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenues received or claimed.
- Section 7.** The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission presented to City Council.
- Section 8.** The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.
- Section 9.** Copies of this Capital Project Budget Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

Approved and adopted this 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

SUBGRANT CONTRACT BETWEEN THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY AND CITY OF KANNAPOLIS

This Subgrant Contract (hereinafter “Agreement”) is hereby entered into by and between the Water and Sewer Authority of Cabarrus County (“WSACC”) and the City of Kannapolis, North Carolina (“Subrecipient”) (referred to collectively as the “Parties”).

1. EFFECTIVE TERM:

The Subrecipient’s performance period for this Agreement shall be effective starting May 15, 2024, continuing through the time of any funding approved by the North Carolina Department of Environmental Quality (DEQ), as referenced herein. The Parties’ duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. SUBRECIPIENT’S DUTIES:

The Subrecipient proposes to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134, as amended by S.L. 2024-1. Specifically, as related to Water and Sewer Infrastructure Corrections and Clarifications enacted through revision of Section 12.2(e)(28) of S.L. 2023-134 related to the sixty-nine million six hundred thousand dollars (\$69,600,000) allocated to WSACC of which “one million five hundred thousand dollars (\$1,500,000) of this allocation shall be used for the north Kannapolis primary water loop project.”

The Parties understand and agree that, pursuant to the Current Operations Appropriations Act, S.L. 2023-134, as amended by S.L. 2024-1, a one and one half percent (1.5%) Administrative Cost is applied to the funds on behalf of the DEQ for administering the grant program and therefore, a maximum of one million four hundred seventy-seven thousand five hundred dollars (\$1,477,500) (“Funds”) may be available in funding to Subrecipient. Thus, Subrecipient understands and acknowledges that total funding level requested under this Agreement will not exceed \$1,477,500. The Subrecipient acknowledges it will provide the Request for Funding Form to WSACC for submittal to DEQ for review and approval and that any awarding of Funds is determined solely by DEQ.

The Subrecipient agrees to use the Funds in compliance with all guidance, rules, regulations, statutes, and requirements applicable to North Carolina Water Infrastructure Fund allocations, including but not limited to all statutory provisions outlined in North Carolina General Statutes (N.C.G.S.) § 143C-6-22 Use of State funds by non-State entities, 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M, N.C.G.S. Chapter 159G, the requirements found in S.L. 2023-134, as amended by S.L. 2024-1 and all applicable guidance, rules, regulations and statutes.

The Subrecipient understands and acknowledges that DEQ reserves the right to withdraw its Letter of Intent to Offer an Award, or the Award, pursuant to N.C.G.S. § 159G-41. The Subrecipient understands and acknowledges that such determination is wholly within the purview of DEQ and not WSACC. The Subrecipient understands, acknowledges, and agrees that WSACC will not be held liable in any way for any such decision by DEQ.

The Subrecipient shall ensure:

- a. adoption of a resolution by Subrecipient to accept the Funds and any related conditions and assurances;
- b. Funds are used for allowable eligible costs only;

- c. compliance with 9 N.C.A.C. Subchapter 3M.0205, Chapter 159G N.C.G.S and all other applicable guidance, rules, regulations, and statutes;
- d. cooperation and completion of all necessary documentation for submission to DEQ;
- e. compliance with all applicable design, bidding, and planning guidance, rules, regulations, and statutes;
- f. no construction contracts are executed prior to receiving the Authorization to Award from DEQ;
- g. compliance with all conditions and assurances in any funding offer received from DEQ;
- h. proper assessment and compliance with all required permitting for the project for which any of the Funds are provided; and
- i. compliance with document retention and any applicable auditing requirements for expenditure of the Funds.

Pursuant to N.C.G.S. § 143C-6-8, the Subrecipient understands and agrees that funding shall be subject to the availability of appropriated Funds.

3. WSACC'S DUTIES & PAYMENT PROVISIONS:

WSACC is subject to the following requirements:

- a. Upon execution of this Agreement and the Subrecipient's submission of the Request for Funding Form, WSACC shall submit the Subrecipient's provided information to DEQ to seek a Letter of Intent to Fund;
- b. Promptly forward any communications to and from DEQ related to funding or information requests to Subrecipient;
- c. Upon Subrecipient's providing necessary paperwork, submissions, or information for DEQ, WSACC shall submit the necessary information to DEQ to seek an Authorization to Award Funds to WSACC or for additional action by DEQ; and
- d. Within thirty (30) days of receipt of any disbursement related to the allocation in Section 2 by DEQ, WSACC will disburse the Funds to Subrecipient.

4. FUNDS MANAGEMENT:

The Subrecipient agrees that Funds paid through this Agreement shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the Subrecipient's central accounting and/or grant management system. This shall include accounting for interest earned on these Funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocation.
- c. Expenditures for travel mileage, meals, lodging, and other travel expenses incurred in the performance of this Agreement shall be reasonable and supported by documentation. State rates should be used as guidelines. All such expenditures must meet the guidelines applicable to the eligible costs associated with the Funds.
- d. If eligible, the Subrecipient shall:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The Subrecipient agrees to submit any required reports to DEQ and WSACC. All Subrecipient information shall be submitted as prescribed by DEQ with copy delivered to WSACC.

Subrecipient agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and Subrecipient will provide access to work papers, receipts, invoices, and reporting records, if requested by DEQ or WSACC, as DEQ or WSACC executes any monitoring or internal audit responsibilities.

Subrecipient is receiving \$1,000,000 or more and therefore shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the DEQ and WSACC no later than nine months after the end of Subrecipient's fiscal year. This report shall be submitted as prescribed by DEQ and a copy must be delivered to WSACC.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party or entity to another and all questions about the Agreement shall be addressed and delivered to the below identified Points of Contact. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other points of contact.

Point of Contact and Identification Information	
WSACC Contract Administrator	DEQ Contract Administrator
Name: Wendi Heglar Email: wheglar@wsacc.org Fiscal year end date: June 30 Employer/tax identification number: Postal Address: Street Address: 232 Davidson Hwy Concord, NC 28027 Phone: 704-786-1783 Fax: 704-795-1564	David Smith North Carolina Department of Environmental Quality Project Manager, Division of Water Infrastructure 1633 Mail Service Center Raleigh, N.C. 27699-1633 Direct Phone: 919-707-3885 Email: david.smith@deq.nc.gov
Subrecipient Contract Administrator	
Name: Alex Anderson Email: aanderson@kannapolisnc.gov Fiscal year end date: June 30 Employer/tax identification number: 56-1452469 Postal Address: Street Address: 401 Laureate Way, Kannapolis NC 28081 Phone: 704-920-4252 Fax:	

7. MONITORING AND AUDITING:

The Subrecipient acknowledges and agrees that from and after the date of execution of this Agreement and for the later of five (5) years following its termination or the resolution of all audit exceptions, the books, records, documents and facilities of the Subrecipient pertaining to the Funds are subject to being audited, inspected and monitored at any time by the DEQ or WSACC upon its request (whether in writing or otherwise). The Subrecipient further agrees to provide WSACC, DEQ staff, and staff of the Office of State Auditor with access to financial and accounting records pertaining to the Funds to support internal audit, financial reporting, and related requirements.

Subrecipient agrees to cooperate in any manner necessary to provide access to information and facilities if WSACC is subject to any request, in writing or otherwise, by DEQ, the Office of State Auditor or other State Agency for information or auditing regarding the use and allocation of the Funds. Additionally, Subrecipient will be responsible for and will pay and/or reimburse WSACC for all third party costs and expenses incurred by WSACC related to the response to any such request, in writing or otherwise, by DEQ, the Office of State Auditor or other State Agency for information or auditing regarding the use and allocation of the Funds.

The Subrecipient acknowledges and agrees that, regarding the Funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. § 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Subrecipient and are subject to change.

8. TAXES:

The Subrecipient shall be considered to be an independent Subrecipient and as such shall be responsible for all taxes. The Subrecipient agrees to provide DEQ and WSACC with Subrecipient's correct taxpayer identification number upon the execution of this Agreement. The Subrecipient agrees that failure to provide DEQ and WSACC with a correct taxpayer identification number authorizes DEQ to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Cabarrus County, North Carolina.

10. COMPLIANCE WITH LAW:

The Subrecipient shall remain an independent governmental entity and as such shall be wholly responsible for the work to be performed under this Agreement and the project subject to funding discussed herein, and for the supervision of its employees and assistants. The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with WSACC or DEQ. The Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements, and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Subrecipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR Part 200. The Subrecipient further acknowledges and agrees it will ensure that said cost principles are made applicable and binding upon Subrecipient its handling, use and expenditure of the Funds awarded to the Subrecipient hereunder.

11. ASSIGNABILITY AND SUBCONTRACTING:

This Agreement cannot be assigned or subcontracted.

12. INDEMNIFICATION:

Subrecipient agrees to indemnify WSACC for any claims, fines, penalties, or lost or rescinded funding source amounts based on the Subrecipient's i) use, application, and administration of the Funds, and ii) compliance with terms and obligations regarding the Funds.

13. TERMINATION OF AGREEMENT:

This Agreement may be terminated by mutual consent upon sixty (60) days written notice to the other Party, or as otherwise provided by law. As soon as reasonably possible following termination of this Agreement,

the amount of any residual unexpended portion of the Funds shall be transferred by Subrecipient to DEQ. Indemnification and other reporting or record keeping obligations of Subrecipient as set out in this Agreement survive the termination of this Agreement.

14. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both WSACC and Subrecipient.

15. AGREEMENT CLOSE-OUT PROCESS:

The Subrecipient agrees to submit to DEQ, with copy to WSACC, any required status report(s). Any unexpended portion of the Funds should be promptly returned by Subrecipient to DEQ.

16. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, WSACC and the Subrecipient have executed this Agreement in duplicate originals, with one original being retained by each Party.

WSACC:

Water and Sewer Authority of Cabarrus County

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name	_____ Title
-----------------------	----------------

SUBRECIPIENT:

City of Kannapolis, North Carolina

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name	_____ Title
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Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council

From: Heather James, Human Resources Director, Kristin Jones, Assistant City Manager

Subject: **APPOINTMENTS** - Personnel Advisory Committee (PAC) **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

Motion to appoint Donald Gray, Chantel Thompson and Milton Smith to the Personnel Advisory Committee (PAC) as well as to appoint Ms. Thompson as the Chairperson.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Personnel Advisory Committee (PAC) is composed of three persons designated by City Council with authority to hear employees' grievance and recommend decisions to the City Manager. One person will be appointed as the chairperson of the committee. There are no terms for this committee as it meets ad hoc when requests are made to hear a grievance.

It is recommended to appoint Donald Gray, Chantel Thompson and Milton Smith to the PAC and to appoint Ms. Thompson as the Chairperson.

It is also noted that an alternate appointment may be necessary in the future.

Fiscal Implications

None

Alternate Courses of Action

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

Attachments

None

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
July 27, 2026**

A meeting of the Kannapolis City Council was held on Monday, July 27, 2026, at 6:00 PM, Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

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

Council Members Absent: None

City Manager: Wilmer Melton

Assistant City Manager: Kristin Jones

City Attorney: Andrew Kelly

Staff Present:	Richard Smith	Alex Anderson
	Betsy Barnette	Annette Privette-Keller
	Kirk Beard	Chris Hill
	Terry Spry	Elijah Andrus
	Kevin Alas	Timothy Bell
	Orlando Edwards	Chance Morris
	Brian Roberts	Tony Eury
	David Jordan	Gerald Faulkner
	Sherry Gordon	

Visitors Present:	Joe Hatley	Sara Newell
	Rebecca Lorris	Chuck Lorris
	Heather Puckett	Haley Grubbs
	Brian Duncan	Pam Smith
	Chris Puckett	Estafania Orduro
	Maureen Walker	Zach Erwin
	Jasmine Ashe	Phil Goodman
	Stefan Perrine	Mark Spitzer
	Demetra Grigley	Ashley Davidson
	Ashley Dickerson	Tothisha Phelps
	Carlee Phelps	Keith Stevenson

CALL TO ORDER AND WELCOME

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

1 **PLEDGE OF ALLEGIANCE**

2 Council Member Jackson led the Pledge of Allegiance.

3
4 Mayor Wilson recognized and welcomed Cabarrus County Commissioner Laura Lindsey and
5 Kannapolis City Schools Superintendent Dr. Sara Newell.
6

7 **ADOPTION OF AGENDA**

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

11 **RECOGNITION AND PROCLAMATIONS**

12 Deputy Chief Hill provided a brief overview of the Basic Law Enforcement Training (BLET) program
13 and introduced four officers who recently completed the training. He noted that the officers are
14 currently participating in the department's 21-week field training program before becoming fully
15 certified. Deputy Chief Hill then invited them to come forward to be ceremonially sworn into office
16 by City Clerk Pam Scaggs.
17

18 Elijah Andrus, Timothy Bell, Orlando Edwards, and Chance Morris were ceremonially sworn into
19 office.
20

21 **SPEAKERS FROM THE FLOOR**

22 Zach Erwin continued his remarks from a prior meeting regarding Senate Bill 876 and its impact on
23 local elections. He focused specifically on a provision he described as requiring unaffiliated
24 candidates to obtain petition signatures, approximately 1,000 signatures, in order to appear on the
25 ballot, a requirement he argued would not apply equally to candidates running under a party
26 affiliation. Mr. Erwin contended that this provision creates an uneven playing field, discourages
27 independent candidacies, and runs counter to the principles of free and fair elections, as gathering
28 such signatures requires both time and financial resources. He directed his remarks in part toward
29 council members whom he understood to have endorsed the bill.
30

31 Stefan Perrine owner of Old Armored Beer Company in downtown Kannapolis, commended the
32 Kannapolis Police Department for its proactive response to a credible threat of a planned takeover
33 event in the downtown area on July 24th and 25th. He stated that the department's planning, visible
34 presence, and communication with business owners ensured that downtown remained safe and
35 orderly. Mr. Perrin specifically recognized Lieutenant Justin Smith for his calm leadership and
36 execution of the operational plan, as well as Lieutenant Kiser for developing the plan. He closed by
37 thanking all officers who worked additional shifts during the weekend, noting that too often law
38 enforcement is only discussed when things go wrong, and that this occasion warranted public
39 recognition for a job well done.
40

41 Jasmine Ashe expressed concern regarding recurring flooding at her property over the past two and a
42 half years. She described conditions in which even brief rainstorms cause her yard to be surrounded
43 by water flowing from multiple directions. She stated that approximately two weeks prior,
44 approximately four inches of water entered her home during a two-hour rain event, resulting in a total
45 loss and requiring the fire department to rescue her family. Ms. Ash indicated that she and her
46 neighbors had invested in drainage improvements including waterproofing and french drains, had
47 filed multiple reports with the City, and had received responses that characterized the issue as a private

1 matter. She called on Council to fully investigate the drainage infrastructure and permanently
2 remediate the problem.

3
4 Phil Goodman offered personal remarks affirming his confidence in current City leadership. He
5 reflected on what he characterized as approximately twelve years of poor leadership and difficult
6 conditions in the city and expressed his belief that the present leadership is working diligently,
7 transparently, and with a long-term perspective to correct those conditions. He commended Council
8 for their hard work and time away from their families.

9
10 Totisha Phelps, owner of Lock and Key Transitional Wellness, thanked the Mayor, Council and City
11 staff for their support.

12
13 Ashley Dickerson reiterated Ms. Ash's concerns, stating that her own property and neighboring
14 residents have experienced storm drainage issues. She described her home as being located where a
15 large inlet pipe collecting runoff from Cannon Boulevard feeds into a significantly smaller outlet pipe
16 and suspected that it creates a bottleneck that results in flooding across surrounding properties. She
17 stated that while city officials had been responsive and compassionate, the consistent answer had been
18 that the matter was a private property issue. Ms. Dickerson maintained that the volume of water,
19 describing it as equivalent to a roaring river, was beyond the capacity of any individual homeowner
20 to manage, and asked Council to take a closer look at the existing infrastructure, which she noted was
21 inadequate.

22
23 Keith Stevenson affirmed the flooding accounts of his neighbors, noting that some long-term residents
24 had become so accustomed to the flooding that they use a boat to travel from their front door to their
25 mailbox. He urged Council to investigate Brookdale Street before a more severe storm causes
26 catastrophic damage.

27
28 Mark Spitzer commented that he agrees with Mr. Erwin and Mr. Perrin. On the Senate Bill 876 matter,
29 he suggested that if unaffiliated candidates are required to gather petition signatures, the same
30 requirement should be extended to candidates running under a party label and asked Council to write
31 to the state legislature to advocate for that equitable standard. Regarding the downtown policing
32 effort, Mr. Spitzer remarked that the community's trust in the Police Department was what made the
33 heavy law enforcement presence effective and peaceful, and offered his thanks to Police Chief Spry
34 and the entire department.

35
36 **CONSENT AGENDA**

37 Mayor Wilson called for a motion regarding the Consent Agenda. Council Member Berry made the
38 motion to approve, second by Council Member Hatchell and the motion carried unanimously.

39
40 ORDINANCE – Budget Amendment #27-04 for acceptance of additional HOME funds from
41 Cabarrus-Iredell-Rowan Consortium (Sherry Gordon, Community Development Program
42 Administrator) (Copy included as Agenda Item F.A.)

43
44 ORDINANCE- Budget Amendment #27-05 for funds transfer from General Fund to HOM23
45 (Sherry Gordon, Community Development Program Administrator) (Copy included as Agenda
46 Item. F.B.)

1
2 REPORT – Monthly Wastewater Allocations Report and Call for Projects (Alex Anderson,
3 Director of Water Resources) (Copy included as Agenda Item F.C.)
4

5 MINUTES – July 13, 2026 (Pam Scaggs, City Clerk) (Draft copy included)
6

7 **BUSINESS AGENDA**

8 **MOTION – Water and Sewer Capital Improvement Plan (CIP) for Fiscal Year 2027 through**
9 **2036 (Alex Anderson, Director of Water Resources; Kristin Jones, Assistant City Manager)**
10 **(Copy included as Agenda Item G.A.)**

11 Mr. Anderson presented the final Water and Sewer Capital Improvement Plan (CIP) for fiscal years
12 2027 through 2036. He described the CIP as the city's ten-year planning framework for water and
13 wastewater infrastructure, grounded in the City's 2030 Comprehensive Plan and informed by
14 projected population growth and the age of existing infrastructure. Mr. Anderson emphasized that the
15 CIP is a planning document only, no rate actions or appropriations were being requested at this
16 meeting, as water and sewer rates to begin funding the identified projects were already adopted as
17 part of the FY27 budget.
18

19 Mr. Anderson outlined projected water demands growing from 8.5 million gallons per day by 2030
20 to over 10 million gallons per day by 2040, with wastewater demands similarly increasing from
21 approximately 7 million to 9 million gallons per day over the same period. Key water projects in the
22 plan include connections to Charlotte Water and Salisbury Water for supply resilience, several
23 internal waterline connectivity projects, treatment plant improvements, and a replacement waterline
24 associated with the NCDOT Lane Street Bridge replacement project. Key sewer projects include
25 rehabilitation and upsizing of existing conveyance infrastructure in several neighborhood basins; a
26 potential new wastewater treatment plant; an interconnection to Rowan utilities in Salisbury for
27 treatment capacity; ongoing lift station maintenance; and annual sewer inspection and rehabilitation.
28 Two pump stations, Brantley and Midlake, were identified as "watch list" items, not immediately
29 needed but potentially required within the planning horizon. The total projected capital investment
30 over ten years is approximately \$188 million. Mr. Anderson noted that the City is actively pursuing
31 federal and state grant funding to offset these costs.
32

33 Council Member Jackson asked about the status of the joint Landis wastewater treatment plant and
34 the Salisbury interconnection. Mr. Anderson confirmed that the City is actively engaging the state to
35 work through the environmental permitting process for the new discharge permit and reiterated that
36 staff is actively pursuing grant funding.
37

38 Mayor Wilson asked for a motion regarding the CIP. Mayor Pro Tem Dayvault made the motion to
39 accept the Fiscal Year 2027 through 2036 Water and Sewer Capital Improvement Plan, send by
40 Council Member Dixon and the motion unanimously approved.
41

42 **PRESENTATION – Sewer Development Fee (SDF) Analysis (Alex Anderson, Director of Water**
43 **Resources; Kristin Jones, Assistant City Manager; Brian Roberts, Finance Director) (Copy**
44 **included as Agenda Item G.B.)**

45 Ms. Jones presented an overview of the System Development Fee (SDF) analysis process. She
46 explained that SDFs are one-time charges assessed to new water and wastewater customers,

1 developers, or builders to recover a proportional share of capital costs incurred to provide service
2 capacity for new growth, thereby protecting existing ratepayers from shouldering the cost of system
3 expansion. She noted that the City is statutorily required under General Statute Chapter 162A, Article
4 8 to conduct an updated SDF analysis at least every five years.

5
6 The City's consultant, Willdan Financial Services, performed the analysis by utilizing the CIP just
7 presented, and employed generally accepted accounting, engineering, and planning methodologies
8 including the buy-in method, the incremental/marginal cost method, and a combined approach. Ms.
9 Jones stated that while no action is currently required by Council, the full SDF study will be posted
10 to the City's website by July 28, 2026, for a minimum 45-day public comment period and that Willdan
11 will then present the full study and its findings at the September 14, 2026 Council meeting, at which
12 a public hearing will also be held to receive public comment. She stated that staff will recommend
13 Council adopt the revised SDF fees at that same meeting, which would subsequently require an update
14 to the fee schedule adopted with the FY27 budget.

15 16 **CITY MANAGER REPORT**

17 City Manager Wilmer Melton thanked the police and fire departments for their work over the weekend
18 of July 24–25, noting that their communication with businesses and regular briefings to city
19 leadership resulted in a busy but safe and uneventful weekend downtown. Project updates included
20 the Rogers Lake Intersection Improvements, which are awaiting funding and agreements; the Martin
21 Luther King road improvements, which are expected to be completed before the start of school; and
22 the City's largest-ever street resurfacing program, covering 36 streets over approximately 11 months.
23 The Little Texas Road sidewalk project continues with property acquisition, while Bethpage Road
24 right-of-way acquisition and Midlake Road engineering are moving forward. The Martin Luther King
25 Road bridge is expected to be completed by the end of the year or early next year, the Corrine Cannon
26 project at Highway 3 will be completed this week, and the Rogers Lake Bridge is now open.
27 Development updates included the Harris Teeter-anchored project, with retail expected in late 2027
28 and residential construction in mid-2028, as well as the opening of 200 Main and Cannon Baller Way.
29

30 **CITY COUNCIL COMMENTS**

31 Mayor Pro Tem Dayvault requested that staff provide more detailed information on the Brookdale
32 Street drainage situation, specifically regarding the history of the creek that was reportedly filled in
33 and the size discrepancy between the inlet and outlet pipes. Mr. Melton confirmed that staff, including
34 the relevant public works personnel, would follow up with that information. Mayor Pro Tem Dayvault
35 also expressed concern regarding the condition of crepe myrtle trees along the Cannon Boulevard
36 median, noting that NCDOT mows the corridor only once or twice per year and that previously
37 damaged trees have regenerated as low-growing shrubs that obstruct sightlines for motorists. He
38 suggested the City develop a more comprehensive tree replacement plan for areas under city control,
39 and Mr. Melton responded that he had already raised the issue with the Director of Public Works and
40 would continue to address it.

41
42 Council Member Jackson stated that he had been downtown on Friday and Saturday evening and
43 commended the Police Department's handling of the weekend and suggested the City explore
44 establishing a more permanent downtown monitoring and security presence, including the possible
45 use of cameras or other surveillance tools, to maintain the safety and investment that has been made
46 in the downtown district, as well as implementation of a curfew.

1 Council Member Hatchell echoed others and thanked the police and fire departments, as well as the
2 downtown businesses for the exceptional job they did over the weekend. She also thanked the Mayor
3 and city staff for the opportunity to attend several events that included a career summit held earlier in
4 the month and an education summit hosted by the Cabarrus Chamber of Commerce, at which
5 Kannapolis City Schools Superintendent Dr. Newell spoke. She noted that childcare availability was
6 identified at the summit as a potential barrier to workforce participation and encouraged Council
7 members and residents to visit the City's schools.
8

9 Mayor Wilson reminded everyone that it has been an especially hot summer and encouraged residents
10 to take precautions to protect their pets and other animals from extreme heat. He urged pet owners to
11 bring animals indoors or provide adequate shade, fresh water, and appropriate shelter during periods
12 of high temperatures. Mayor Wilson also encouraged residents to remain vigilant and report situations
13 where animals may be left outside in unsafe conditions, emphasizing the importance of looking out
14 for the well-being of animals throughout the community.
15

16 **MOTION TO ADJOURN**

17 There being no further business, Council Member Dixon made the motion to adjourn, second by
18 Mayor Pro Tem Dayvault, and the motion was unanimously approved.
19

20 The meeting adjourned at 6:57 P.M. on Monday, July 27, 2026.
21
22
23
24

George Douglas Wilson, Mayor
City of Kannapolis

Pam Scaggs, CMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council
From: Harry Mills, EZ Smith
Subject: **PRESENTATION** - Cabarrus County Sports Hall of Fame **PRESENTED**

Recommended Action Requested by City Council

Presentation Only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

EZ Smith and Harry Mills will be presenting their mission, vision, purpose and scholarship initiative with regard to the Cabarrus County Sports Hall of Fame.

Fiscal Implications

None

Alternate Courses of Action

None

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report

August 10, 2026

To: Mayor and City Council

From: Alex Anderson, Director of Water Resources, Mia Alvarez, Senior Planner

Subject: **PUBLIC HEARING & RESOLUTION** - Development Agreement Kellswater Commons Outparcel 8 **UNANIMOUSLY APPROVED**

Recommended Action Requested by City Council

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

Required Votes to Pass Required Action

Majority Present at Meeting

Background

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

The method of acquiring the contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is one parcel consisting of 1.43 +/- acres and is further identified as Cabarrus County Parcel Identification Number 56023921620000. This project is a proposed medical office building. This is one of the projects that responded to the City's most recent call for non-residential projects for wastewater allocation. This project presented sufficient supporting documentation and scored well on the wastewater allocation non-residential matrix in order to proceed with receiving allocation from the City.

Fiscal Implications

None

Alternate Courses of Action

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

Attachments

1. 2026-38 Resolution Approving Ordinance for DA-01-2026 Kellswater Outparcel #8
2. 2026-44 Ordinance for DA-2026-01 Kellswater Outparcel #8

3. Draft DA_Kellswater Commons Outparcel #8_KN-SA-2026-00256
4. Exhibit_B Property
5. Exhibit C_Development Plan
6. Kellswater Commons Outparcel #8_KN-SA-20 - Scoring Matrix
7. Attachment B- Renderings Kellswater MOB
8. Public Notice Augut 10 2026

**A RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS

AND

**MPV KELLSWATER, LLC
A NORTH CAROLINA LIMITED LIABILITY COMPANY**

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

WHEREAS, the City of Kannapolis (“City”) and MPV Kellswater, LLC., A North Carolina limited liability company (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on August 10, 2026, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

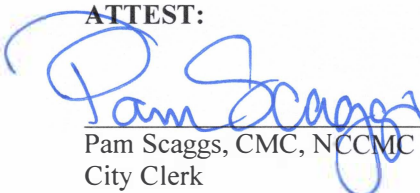
NOW, THEREFORE, BE IT RESOLVED, by the Kannapolis City Council that:

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

Adopted this 10th day of August 2026.


George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:


Pam Scaggs, CMC, NCCMC
City Clerk

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

**THE CITY OF KANNAPOLIS
AND
MPV KELLSWATER, LLC**

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

WHEREAS, a public hearing on the Development Agreement was held on August 10, 2026, in accordance with N.C.G.S. §160D-1003 *et seq.*; and

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

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

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

Adopted this 10th day of August 2026.

George Douglas Wilson, Mayor
City of Kannapolis

ATTEST:

Pam
Scaggs, CMC, NCCMC
City Clerk

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

MPV KELLSWATER, LLC

A NORTH CAROLINA LIMITED LIABILITY COMPANY

_____(DATE)

(Kellswater Commons Outparcel #8)

COUNTY OF CABARRUS COUNTY

DEVELOPMENT AGREEMENT

STATE OF NORTH CAROLINA

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the ____ day of _____, 20____ (the “Effective Date”), by and between the City of Kannapolis, a North Carolina municipal corporation (the “City”) and MPV Kellswater, LLC, a North Carolina Limited Liability Company (the “Developer”). The City and the Developer are sometimes separately referred to in this Agreement as a “Party” or jointly referred to as the “Parties”.

RECITALS:

WHEREAS, the Development Agreement Act set forth in Sections §160D-1001 through §160D-1012 of the North Carolina General Statutes (“N.C.G.S.”) as of the Effective Date of the Agreement (the “Act”), enables a municipality to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act;

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

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

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

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

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

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

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

WHEREAS, Developer has a contract to purchase certain parcels of land containing approximately 1.24 acres, more or less, in Kannapolis, North Carolina (the “Property”), such Property being more particularly described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Developer proposes to develop a medical office building known as Kellswater Commons Outparcel #8, (the “Project”) upon the Property;

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

WHEREAS, the Kannapolis Development Ordinance (the “KDO”) and the City Wastewater Allocation Policy authorize the use of development agreements and provide additional parameters and requirements for such agreements;

WHEREAS, the purpose of this Agreement is to facilitate the development of the Property in a way that best realizes the benefits to the Parties. The development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Project for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement;

WHEREAS, the proposed Project is consistent with the City’s ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:

1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property;

WHEREAS, the general benefits to be received by the Developer from the Development of the Property include, without limitation:

1. Development rights for the Project, the same being more particularly described herein; and
2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement.

WHEREAS, the general benefits to be received by the City from the Development of the Property include, without limitation:

1. Construction of the Project; and
2. Development of the Property in accordance with the City’s Comprehensive Plan;

WHEREAS, pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the regular meeting of the Kannapolis City Council on August 10, 2026. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City’s website and at City Hall;

WHEREAS, the City Council adopted an Ordinance in connection with the Development of the Property for the Project and approving this Agreement (“Ordinance”). A copy of said Ordinance are attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the Development of the Property, and the mutual promises and covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) The Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement as if fully restated in the body of this Agreement.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) “Applicable Law” means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) “Current Regulations” means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) “Development” shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*
 - d) “Zoning Permit” or “Development Permit” means any building permit, site plan approval, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) “Development Plan” means the plan that becomes part of the zoning of the Property that establishes the level of development allowed on the Property absent further zoning action and except as otherwise allowed or required under this Agreement, which is also incorporated into the zoning map change approved as part of rezoning case number N/A, and the same being set forth on Exhibit C attached hereto.
 - f) “Development Schedule” means the schedule for development as shown in Exhibit D.
 - g) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.

- i) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) “Project” means the development described hereinabove that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) “Property Owner” means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
- 4) Legislative Act. Any change to the standards set forth in the Development Plan or any other development standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
- 5) Covenants Running with the Property. Effective upon satisfaction of the Condition (as such term is defined in Section 15 below), the conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of Five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future Development of the Property, unless the Property is subsequently rezoned.
- 6) Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of

the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.

- c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
- d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements (hereinafter collectively referred to as “Development Permits”). The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
 - a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - (i) Substantial Modifications. Substantial Modifications, as defined in the KDO, or other changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO, North Carolina law, and this Agreement.
 - (ii) Major Modification. Any major modification shall follow the same procedures as required for initial approval of this Agreement per Section 14(b) hereinbelow.
- 9) City Obligations.
 - a) Developer is seeking approval of this Development Agreement.

- b) In accordance with the City Wastewater Allocation Policy (the “Policy”) the City agrees to provide sewer to the Project up to a maximum average daily flow of 1,000 GPD (the “Allocation”) per the Development Plan; provided that any change to the Development Plan ultimately approved pursuant to the Development Permit shall not reduce Allocation granted hereby. Within 120 days after final site plan approval of the Project, the City shall issue an allocation permit confirming the Allocation (the “Allocation Permit”) and the City shall obtain from the Water and Sewer Authority for Cabarrus County (“WSACC”) , a Wastewater Collection System Extension Permit confirming the sewer allocation in the amount of the Allocation. City shall permit the physical connection of the Project to the City water and sewer systems, subject to the terms and conditions of this Agreement and applicable federal, state and local laws. City expressly represents and warrants that its water and sewer facilities are or shall be sufficient to provide the capacity required by this Agreement in accordance with the Current Regulations; provided however, Developer may be responsible for making such connections or other alternative solution to meet the fire flow required for its Development to meet the requirements of the applicable building and fire codes. In the event of any inconsistency between the terms of this Agreement and the terms of the Policy, the terms of this Agreement shall control.

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

11) Developer Obligations.

- a) Developer shall develop the Project on the Property in accordance with the Development Plan, Development Schedule, and all other applicable regulations and laws. Subject to events of Force Majeure, Developer: (i) agrees to submit its preliminary site plan for City approval within 120 days after the approval of the Ordinance; (ii) shall submit final construction drawings for approval by the City within 180 days of receipt of final site plan approval; and (iii) shall commence installation of sewer line connections within 180 days of securing final approval of construction drawings.
- b) Developer will dedicate public utilities and facilities to City as required by Ordinance.
- c) Developer will construct certain Public Infrastructure, comprising _____, and being more particularly described and shown on Exhibit C and D.

12) Default.

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

necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure. Notwithstanding the foregoing, Developer must initiate construction of the Project on or before 360 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 360 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit, the Project's sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued.

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

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period following notice period, City may exercise any or all of the following remedies (subject to Developer's right of appeal to the Board of Adjustment):
 - i) Refuse to issue certificates of compliance for the Project.
 - ii) Rescind any sewer allocation permit or other permit in connection with the Project.
 - iii) Terminate this Agreement.
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a "City Default" hereunder, and Developer may be entitled to reimbursement of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate Five (5) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, the "Termination Date").
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest.

Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties' intentions with respect to the subject matter hereof.
- e) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third Party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the Parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, together with an entity controlled by, or under common control with, the named Developer herein, and (ii) any successor owner of Developer hereunder. the Property. This Agreement shall be recorded against the Property in the Cabarrus County Public Registry. by Developer within fourteen (14) days after the later of (a) the date of the execution of the Agreement by the Parties, or (b) the date the Developer obtains record title to the Property. The rights and obligations of Developer contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.
- i) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults

or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, validly existing, and in good standing under the laws of the state of its formation and is authorized to do business in the State of North Carolina; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject

to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

- o) Iran Divestment Act Certification. As of the date of this Agreement, the Developer certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Developer will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Developer certify that they are authorized by the Developer to make this certification.
- p) Divestment from Companies Boycotting Israel Certification. As of the date of this Agreement, the Developer certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Developer will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Agreement on behalf of the Developer certify that they are authorized by the Developer to make this certification.
- q) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

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

With copies to:

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

Planning Director
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: rsmith@kannapolisnc.gov

To the Developer:

With copies to:

MPV Kellswater, LLC
2400 South Blvd
Charlotte, North Carolina 28203

Chris Oates
Moore & Van Allen PLLC
100 N Tryon Street
47th Floor
Charlotte, NC 28202
Email: chrisoates@mvalaw.com

- r) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
 - s) Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.
 - t) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.
15. Termination. This Agreement shall automatically terminate without further action by the parties if, and only if, Developer, or its assign, fails to become the fee simple owner of the Property within Three-Hundred Sixty Five Days (365) days after the date of this Agreement (“Condition”). The satisfaction of the Condition shall be evidenced by a recorded deed into Developer or its assign. The Parties shall cause this Agreement to be recorded in the applicable public records upon satisfaction of the Condition. For the sake of clarity, this Agreement is effective upon signing and binding upon their parties and respective assigns. Notwithstanding anything herein to the contrary, the City Manager for the City may extend the term under which the Developer shall have to become the fee simple owner of the Property for up to an additional One Hundred and Eighty (180) Days upon request of Developer demonstrating good cause for such extension.

[Separate Signature Page To Follow]

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

CITY OF KANNAPOLIS

By: _____
Wilmer Melton, City Manager

Attest: _____
Pam Scaggs, CMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

DEVELOPER:

MPV KELLSWATER, LLC

By: MPV Properties, LLC,
its Manager

By: _____

Name: _____

Its: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of _____, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Ordinance

**AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF KANNAPOLIS AND**

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

WHEREAS, the City of Kannapolis (“City”) and MPV Kellswater, LLC (“Developer”) have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____, 20__ as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

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

Adopted this ____ day of _____, 20__.

George Douglas Wilson, Mayor

Pam Scaggs, CMC, NCCMC
City Clerk

EXHIBIT B

Property

(Insert)

DRAFT

EXHIBIT C

Development Plan

(Insert)

DRAFT

EXHIBIT D

**Development Schedule and
Public Facilities Schedule/Scope of Work**

1. Construction of a medical office building totaling approximately 8,000 square feet.
2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.
3. Comply with development type and community impact items committed by the Developer on the Wastewater Treatment Capacity Allocation Scoring Non-residential Matrix for the Project.
4. Development Project is anticipated to be completed on or before _____, 20__ but such construction shall not be an obligation of Developer.

Parking Requirements:
Atrium Medical Office: 8,000 SF / 1000 SF x 3.3 spaces = 26.4 27 SPACES
Total Spaces Required: 27 spaces
Total Spaces Provided: 43 spaces
- ADA requirements: 2 accessible
Maximum Parking = 175% x 27 spaces= 47.25 48 spaces

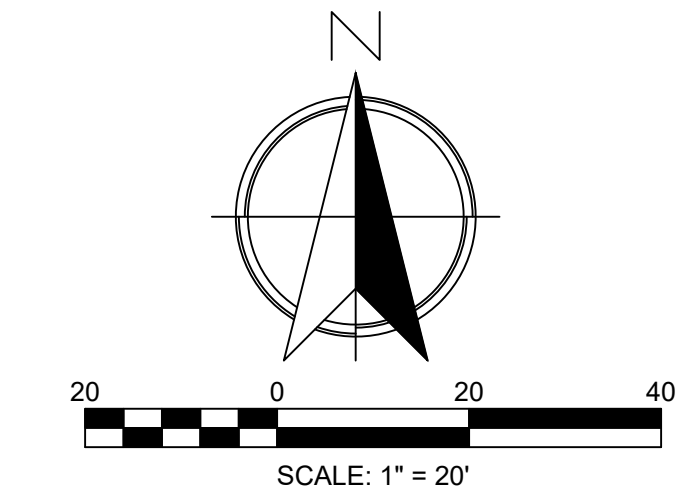
OUTPARCEL 7

KELLSWATER
COMMONS

GEORGETOWN
CROSSING
TOWNHOMES

KELLSWATER
COMMONS
KANNAPOLIS, NC

CITY
APPROVED
OUTPARCEL #8
SKETCH PLAN



PROJ. MGR.:	WGB
DESIGN BY:	SCE
DRAWN BY:	SCE
PROJ. DATE:	MARCH 2026
DRAWING NUMBER:	

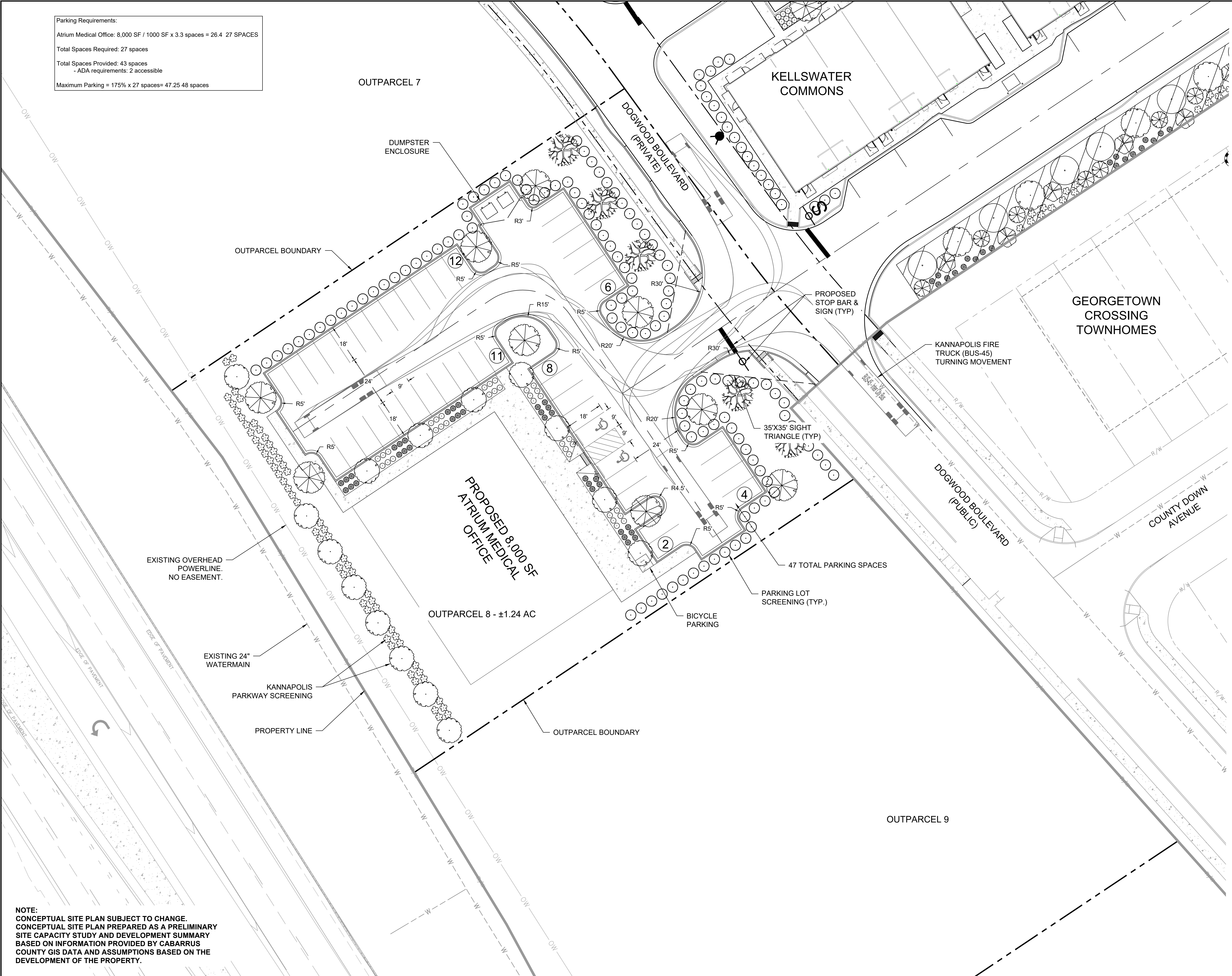
1 OF 1

WKD PROJ. NO.:
20190207.00.CL

REVISED:	DATE:	COMMENT:

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PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



NOTE:
CONCEPTUAL SITE PLAN SUBJECT TO CHANGE.
CONCEPTUAL SITE PLAN PREPARED AS A PRELIMINARY
SITE CAPACITY STUDY AND DEVELOPMENT SUMMARY
BASED ON INFORMATION PROVIDED BY CABARRUS
COUNTY GIS DATA AND ASSUMPTIONS BASED ON THE
DEVELOPMENT OF THE PROPERTY.



Exhibit C
WASTEWATER TREATMENT
CAPACITY ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

Development Type¹

(Choose 1 from this table)

TOTAL POINTS:

	Development Type Category	Points	Calc.	Notes
1	Government/Education/Public Safety (GOV)	50		Public sector projects only.
2	General Commercial (COM)	25		Includes retail, restaurants, bars, breweries, and similar uses.
3	Office (OFF)	15		Includes general office and similar uses.
4	Medical (MED)	35		
5	Distribution/Warehouse (DST)	30		50% or more of the use is for storage and distribution of goods.
6	Hotel (HTL)	25(+5)		Additional points for amenities (indoor pool, restaurant, location, etc.)
7	Grocery	30 (+5)		Additional points for location in food desert (+5)
8	Childcare Facility	20		
9	Industrial/Manufacturing (IND)	40		50% or more of the use is for manufacturing of goods.
10	Mixed-Use Projects (MIX)	TBD		Points determined by weighted average of all development categories based on the acreage or square footage planned for each category. Example: a 10-acre project with 3 acres devoted to a hotel (30%), 5 acres devoted to multi-family (50%) and 2 acres devoted to a retail component (20%) would result in a development type point calculation of 18 or $(25 \times 30\%) + (10 \times 50\%) + (25 \times 20\%)$. All fraction numbers will be rounded up to the next whole number.
11	Downtown Redevelopment (DTN)	45		Projects on properties located within the Municipal Service District owned by the City of Kannapolis or Castle and Cooke, Inc. – and affiliate companies - within the past 60 months (including successor owners).

¹ Any Development Type Category not listed is subject to Planning Director discretion and assignment of reasonable points.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

Community Impact Bonus Points
 (Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
1	Cultural Arts/Entertainment/Sports/Recreation for public use	GOV, COM, OFF, HTL, DNT	+1 to 3		Can be residential or non-residential projects. 1 pt. per, max 3pts (undeveloped open space = 0 pts).
2	Renovation and adaptive re-use of an existing non-residential building ³	GOV, COM, OFF, IND, DST, HTL, DTN	+2		Improvement must meet minimum City standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-existing tax value.
3	Re-development of an existing non-residential property (removal of underutilized building) ³	GOV, COM, OFF, IND, DST, HTL, DNT	+2		Must include the removal of an existing underutilized or one or more substandard structures/buildings. Improvement must meet all minimum City development standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-redevelopment tax value.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

Community Impact Bonus Points
(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
4	Masonry elements included in building construction	ALL	+5 to +10		Must be minimum of 50% of facades up to 100% Applicant committed to 90% masonry elements for the facade.
5	Projected taxable value per acre exceeding \$1.5 million up to \$3 million ³	ALL	+2		
6	Projected taxable value per acre exceeding \$3 million up to \$10 million ³	ALL	+4		Cost per acre includes land, building, and upfit. The applicant indicates a total project cost of \$4.95 million for a 1.43-acre site, which equates to approximately \$3.46 million per acre.
7	Projected taxable value per acre exceeding \$10 million ³	ALL	+6		
8	Enhanced Usable Green/Open Space	ALL	+2		15% increase from the KDO (or successor ordinances) in required usable open/green space. May not be the same geographic area as Category #9.
9	Enhanced Landscaping	ALL	+2		15% increase from the KDO (or successor ordinances) in required landscaping. May not be the same geographic area as Category #8.
10	Tree Preservation	ALL	+5		Planning Department approval of a tree preservation plan that results in maintaining a minimum 30% of the pre-development tree canopy coverage of the entire site at the time of project completion. Applicant will provide an estimated tree coverage percentage of the site prior to construction, using updated aerial photography or other suitable techniques.
11	Trail or sidewalk connection to existing or planned public greenway, park other public spaces	ALL	+2		Including associated public easements or dedication of land and construction of the actual connection.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

Community Impact Bonus Points
(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
12	Connection to Recently Extended Utilities	ALL	+2		Project will connect to water and/or sewer lines upon which the City currently maintains some level of public debt.
13	City Services or Facilities Improved	ALL	+1 to 4		Project results in improvement to an existing City service above and beyond the benefit to the project (e.g., new park land, dedicated active open space, greenway construction). City must approve and accept any land/facility dedications.
14	City Infrastructure Improved	ALL	+1 to 4		Project results in and improvement to an existing City infrastructure above and beyond the benefit to the project (e.g., sewer line installation resulting in removal of existing pump station(s), looped water lines resulting in improved fire protection, better water quality or water pressure; traffic improvements beyond those required by a Traffic Impact Statement, expanded stormwater detention beyond minimum requirements).
15	Located in Targeted Growth Area	ALL	+2		Per 2030 Comprehensive Plan.
16	Project is located on an existing Rider bus route	ALL	+2		Project property line within 1000 feet of bus route right-of-way.
17	Project is located in the Cannon Blvd, South Main St, North Main St, Dale Earnhardt Blvd, or Lane St corridors	ALL	+3		Adjacent to or with direct vehicular access to these streets. Cannon Blvd from southern City limits to northern City limits. South Main Street from Dale Earnhardt Blvd to Rogers Lake Road. North Main Street from North Loop Road to Kimball Street. Dale Earnhardt Blvd from Cannon Blvd to the city limits. Lane St from west to Old Salisbury-Concord Rd
18	Variance required	ALL	-3		
19	Amendment to the 2030 Comprehensive Plan required	ALL	-3		



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION
NON-RESIDENTIAL SCORING MATRIX

Community Impact Bonus Points
 (Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
20	Pump Station Improvements required ²	ALL	-2		Subject to City policy and standards. Projects that fund these improvements will not be subject to the deduction of points and may be eligible for additional points for City infrastructure improvements.
21	New Pump Station(s) Required ²	ALL	-5		Subject to City policy and standards.

² The City Manager or designee may waive or reduce these deductions if the improvements are consistent with future utility service plans, replace/offline an aging station, or are in the best interest of the City.

³ Pre-construction estimates must be provided by licensed contractor or architect. Investment numbers may only include hard costs (e.g., no land values or design/permitting costs).



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KELLSWATER MOB

KANNAPOLIS, NC - 01.20.26 - RJA PROJECT # 2568



ROBERT JOHNSON
architects

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Charlotte, NC 28208
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T: 704.342.1058
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Order Confirmation

Order# 0000911111

PO Box 27283
Richmond, VA 23261-7283

Client: CITY OF KANNAPOLIS
Phone: 7049204300

Pavor : CITY OF KANNAPOLIS
Phone: 7049204300

Account: 3143368
Address: PAM SCAGGS
KANNAPOLIS NC 28081

Account: 3143368
Address: PAM SCAGGS
KANNAPOLIS NC 28081

Sales Rep **Accnt Rep** **Ordered By**
hjones crpboana Pam Scaggs

Fax: 7049337463
Email: pscaggs@kannapolisnc.gov

Total Amount \$398.80

Payment Amount \$0.00

Amount Due \$398.80

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

Invoice Text: Public Notice

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

0 0 1

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<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
CON Independent Trib	C-Legal Ads	Legal Notices	2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 7/30/2026, 8/ 6/2026

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
NCC Online	C-Legal Ads	Legal Notices	7

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 7/30/2026, 7/31/2026, 8/ 1/2026, 8/ 2/2026, 8/ 3/2026, 8/ 4/2026, 8/ 5/2026

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYAUGUST102026NOTICEISGIVENTHATTHEKANNAPOLISCITYCOUNCILCITYCOUNCILWILLCONDUCTAPUBLI



Order Confirmation

Order# 0000911111

PO Box 27283

Richmond, VA 23261-7283

Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING KANNAPOLIS CITY COUNCIL

Monday, August 10, 2026

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") entering into a Development Agreement pursuant to North Carolina General Statutes §§ 160D-1001 et seq with the following companies: MPV Kellswater, LLC.; (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a medical building upon approximately 1.24 +/- acres of real property being Cabarrus County Tax Parcel ID # 56023921620000 (the "Property"); and

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

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

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on August 10, 2026. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents and the City Council will receive public comment on the Agreement.

Pam Scaggs, City Clerk
City of Kannapolis
North Carolina

Publish Thursday July 30 and Thursday August 6, 2026