CITY COUNCIL
BUSINESS MEETING
AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY
KANNAPOLIS NC
JUNE 26, 2023 6:00 PM

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

RECOGNITIONS

A. Recognition of Fire Citizens' Academy Graduates (Tracy Winecoff, Fire Chief)

PROCLAMATIONS

A. Parks and Recreation Month of July (Mayor Darrell Hinnant)

B. Juneteenth 2023 (Darrell Hinnant Mayor)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

A. Resolution - Acceptance of Streets for Powell Bill Allocations Fiscal Year 2023-2024 (Scott Kaufhold, Director of Engineering)

B. Budget Amendment #23-22 Year-End Administrative Budget Amendment (Kristin Jones, Assistant to the City Manager)

C. May 8, 2023 Work Session Meeting (Bridgette Bell, City Clerk)

D. May 8, 2023 Closed Session Meeting (Bridgette Bell, City Clerk)

E. May 22, 2023 Special Meeting (Bridgette Bell, City Clerk)

F. May 22, 2023 Business Meeting (Bridgette Bell, City Clerk)

G. May 22, 2023 Closed Session Meeting (Bridgette Bell, City Clerk)

H. May 31, 2023 Continued Meeting (Bridgette Bell, City Clerk)

I. May 31, 2023 Closed Session Meeting (Bridgette Bell, City Clerk)

BUSINESS AGENDA

A. Imagine Kannapolis Strategic Plan: Existing Park Improvements (Gary Mills, Parks & Recreation Director)

B. Imagine Kannapolis Strategic Plan: Gem Theatre Improvements (Gary Mills, Parks & Recreation Director)

C. FY2023-2024 CDBG non-profit grant recommendations (Sherry Gordon, Community Development Program Administrator)

D. Public Hearing Relating to Lease and Option To Purchase Swanee Theatre (Mike Legg, City Manager, Walter Safrit, City Attorney)

E. Budget Ordinance for FY 2023-2024 (Kristin Jones, Assistant to the City Manager)

F. Fee Schedule for FY 2023-2024 (Kristin Jones, Assistant to the City Manager)

G. Community Improvement Commission Appointments (Sherry Gordon, Community Development Program Administrator)

H. Parks and Recreation Commission Appointments (Gary Mills, Parks & Recreation Director)

I. Appointments to the Planning and Zoning Commission (Richard Smith, Planning Director)

J. Appointments to the Board of Adjustment (Richard Smith, Planning Director)

K. Recommend Appointment of ETJ Member to the Board of Adjustment by Rowan County Board of Commissioners (Richard Smith, Planning Director)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR - Please limit comments to three (3) minutes.

CLOSED SESSION GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area (Mayor Pro tem Kincaid)

ADJOURN - Motion to adjourn meeting

ADA Notice and Hearing Impaired Provisions

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires auxiliary aid or service for effective communication,

or a modification of policies or procedures to participate in a program, service or activity of the City, contact Tina Cline, Human Resource Director at 704-920-4302 or email tcline@kannapolisnc.gov as soon as possible, but no later than forty-eight (48) hours before the scheduled event.

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Tracy Winecoff, Fire Chief

Subject: Recognition of Fire Citizens' Academy Graduates

Action Requested by City Council
Presentation only

Required Votes to Pass Required Action
Presentation Only. No Action Required

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action
N/A

Attachments
None

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Mayor Darrell Hinnant

Subject: Parks and Recreation Month of July

Action Requested by City Council

None Presentation

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. Parks and Recreation Month July 2023

KANNAPOLIS

Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I ON

PARKS AND RECREATION MONTH OF JULY

WHEREAS, individuals and organized forms of recreation and the creative use of free time have gained growing importance in the lives of all Americans as they find more time for personal pursuits. That's why the National Recreation and Park Association have designated July as Parks and Recreation Month; and

WHEREAS, recreation encompasses a countless number of activities that result in satisfaction and family unity; and

WHEREAS, our parks and natural recreation areas ensure the natural beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, we welcome and encourage children and families to get outdoors and partake in their choice of pleasurable activities by visiting our parks, attending our special events and participating in our programs. Discover the Fun!

NOW THERFORE BE IT RESOLVED that we, the City of Kannapolis, also proclaim **JULY** as Parks and Recreation month and encourage all citizens to celebrate by participating in their choice of pleasurable activities to find refreshment from their leisure.

CITY OF KANNAPOLIS INCORPORATED SEAL 1984 NORTH CAROLINA

IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis be affixed this 26th day of June, 2023.

Milton D. Hinnant

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Darrell Hinnant Mayor

Subject: Juneteenth 2023

Action Requested by City Council

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. Juneteenth 2023 Recognition

Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I ON
Juneteenth 2023

WHEREAS, the Emancipation Proclamation was issued on January 1, 1863, by President Abraham Lincoln setting in motion the end of slavery in the United States. Juneteenth also known as Emancipation Day, Freedom Day, Jubilee Day, and Black Independence Day, and

WHEREAS, news about signing the Emancipation Proclamation was delayed some two and one-half years after it was initially issued, ending the sanctioned institute of slavery, and

WHEREAS, slavery was not officially abolished until the ratification of the Thirteenth Amendment to the United States Constitution in December 1865, which abolished slavery nationwide, and

WHEREAS, Juneteenth (June 19) became nationally recognized as National Freedom Day and has been celebrated by communities across the country for more than a century, and

WHEREAS, Juneteenth became a federally recognized holiday on June 17, 2021, and is observed in 24 states and D.C. on June 19th of each year.

NOW THERFORE BE IT RESOLVED that I, Milton D. Hinnant, Mayor of the City of Kannapolis on behalf of the Kannapolis City Council encourage all citizens to become aware of the significance of this celebration in African American History and in the heritage of our nation and City.

CITY OF KANNAPOLIS INCORPORATED SEAL 1984 NORTH CAROLINA

IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis be affixed this 26th day of June 2023.

Milton D. Hinnant

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Scott Kaufhold, Director of Engineering

Subject: Resolution - Acceptance of Streets for Powell Bill Allocations Fiscal Year 2023-2024

Action Requested by City Council

Motion to adopt Resolution adding City Maintained Streets to the City of Kannapolis Street Maintenance System for Powell Bill Allocations Fiscal Year 2023-2024.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Listed below are the streets to be added to the Powell Bill System for Fiscal Year 2023-2024:

Bennett Dr	(0.19 miles)	Courtney Creek Dr.	(0.15 miles)	Crossbane St.	(0.12 miles)
Crosshill St.	(0.15 miles)	Falls Ln.	(0.09 miles)	Fraternity Row	(0.14 miles)
Glenview Ave.	(0.28 miles)	Haley Cir.	(0.31 miles)	Isenhour Rd.	(0.23 miles)
Larne St.	(0.04 miles)	Laundry St.	(0.05 miles)	Lock Erne Ave.	(0.13 miles)
Longmore Ln.	(0.42 miles)	Marion Ct.	(0.04 miles)	Oak Ave.	(0.10 miles)
Rosalyn Dr.	(0.13 miles)	Shookstown Dr.	(0.17miles)	Spencer Ln.	(0.08 miles)
Stadium Dr.	(0.25 miles)	Summers Walk Blvd.	(0.44 miles)	Trinity Crossing Cir.	(0.79 miles)
Tully Ave	(0.07 miles)	Woodgreen Ave.	(0.19 miles)		

Fiscal Implications

Additional Powell Bill funds should be adequate for maintenance.

Policy Issues

Streets to be added or deleted to the City Street System must be accepted by City Council by June 30, 2023 for Fiscal Year 2023-2024 Powell Bill funding.

Legal Issues

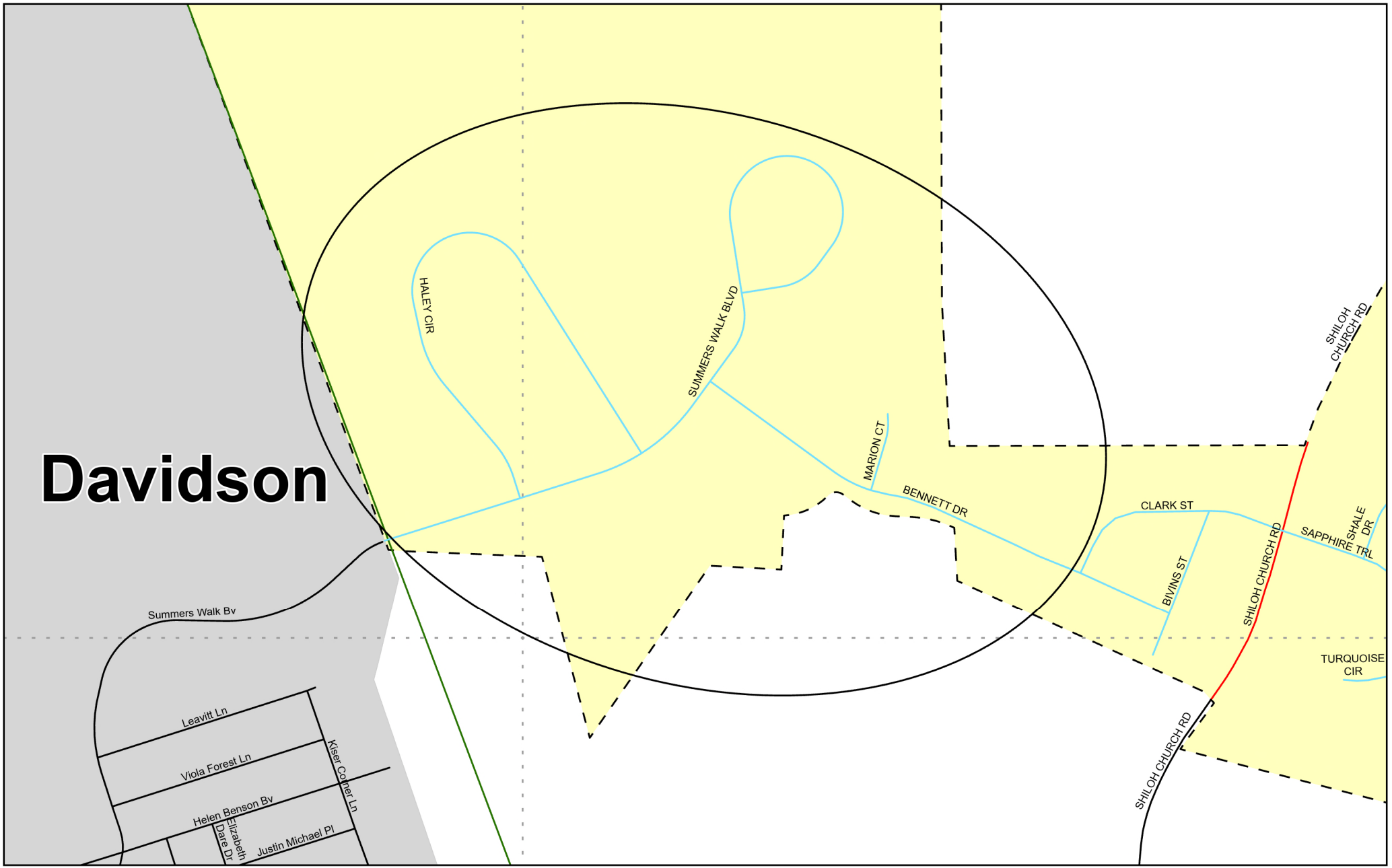
Streets to be added or deleted to the City Street System must be accepted by City Council by June 30, 2023 for Fiscal Year 2023-2024 Powell Bill funding.

Recommendations and Alternate Courses of Action

1. **Adopt Resolution accepting the addition of streets to the City system for Powell Bill Allocations Fiscal Year 2023-2024. (Recommended)**
2. Take no action to adopt the Resolution accepting the additions of the above referenced streets to the City system. If not accepted, no Powell Bill funding would be allocated for these streets.
3. Table to a future meeting.

Attachments

1. Location Maps referencing changes
2. 2023 Add Delete List
3. 2023 Sealed Map
4. Resolution - Powell Bill Map 2023-2024



ADDITION:
BENNETT DR, HALEY CIR,
MARION CT, SUMMERS WALK BLVD

0 500 1,000 Feet

1 inch equals 346 Feet

KANNAPOLIS

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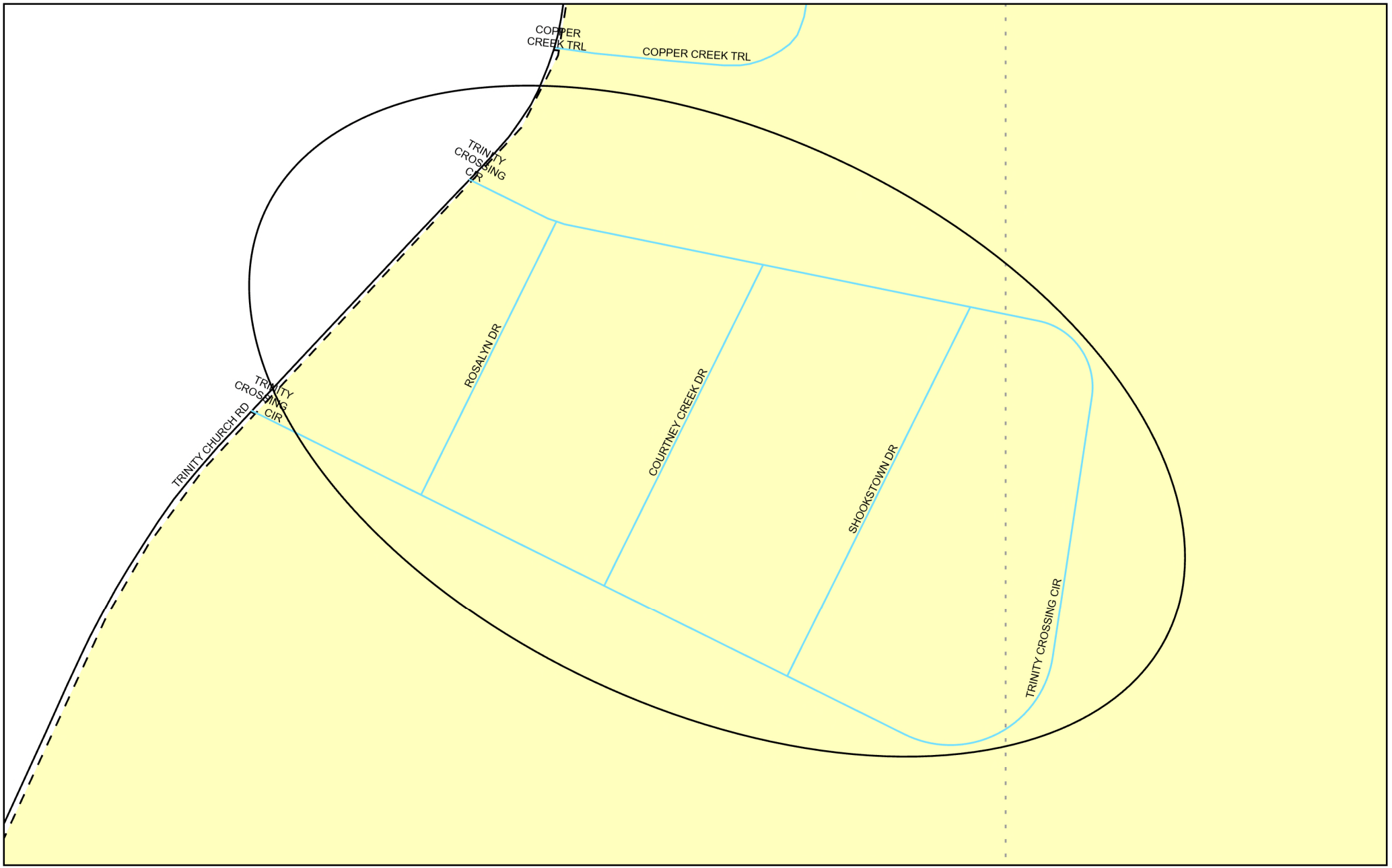

KANNAPOLIS

ADDITION:
COURTNEY CREEK DR, ROSALYN DR,
SHOOKSTOWN DR, TRINITY CROSSING CIR

0 462.5 925 Feet

1 inch equals 288 Feet

N

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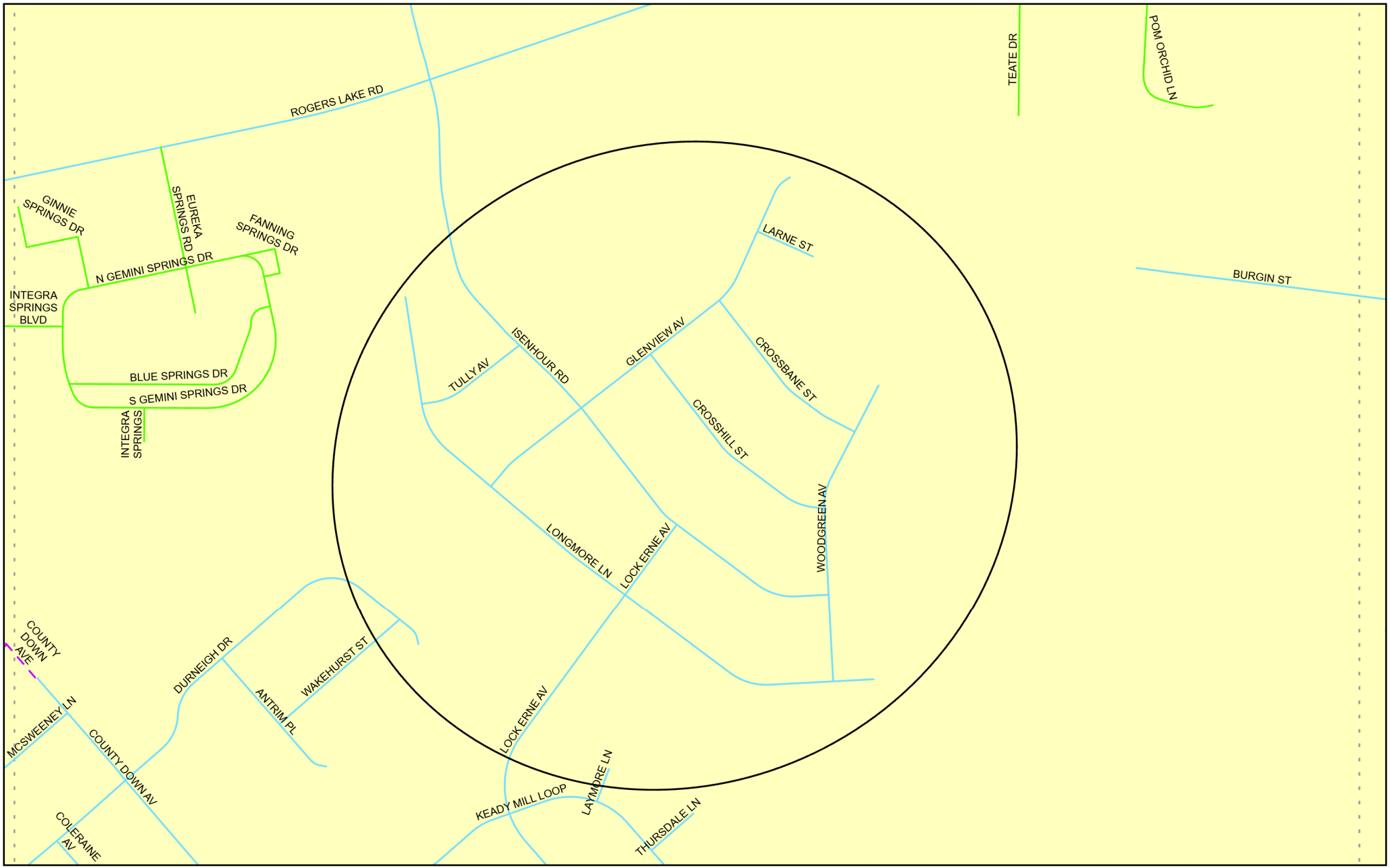

ADDITION:
CROSSBANE ST, CROSSHILL ST, GLENVIEW AV, ISENHOUR RD, LARNE ST, LOCK ERNE AV, LONGMORE LN, TULLY AV, WOODGREEN AV

0 500 1,000 Feet

1 inch equals 429 Feet

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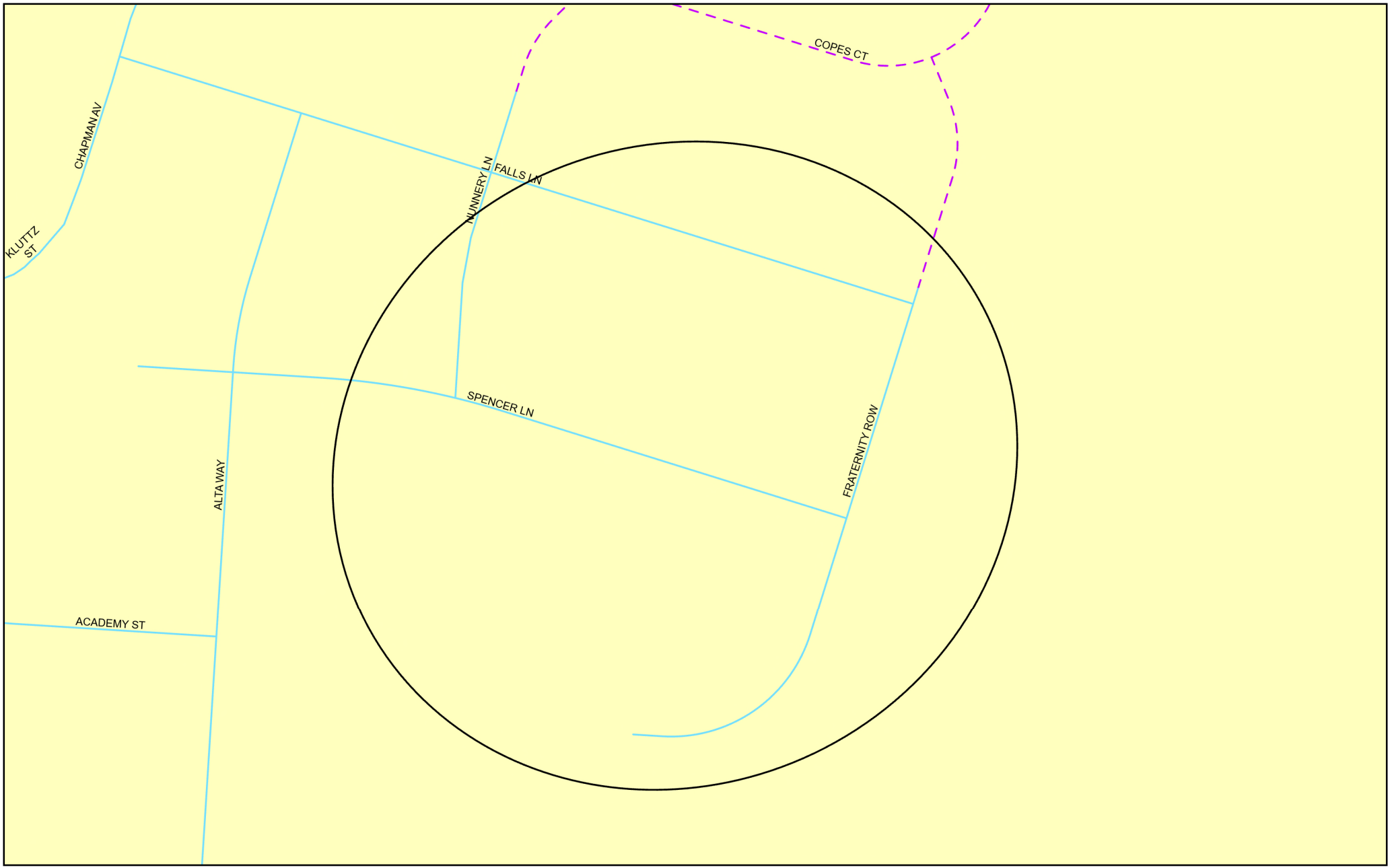

ADDITION:
FALLS LN, FRATERNITY ROW, SPENCER LN

0 270 540 Feet

1 inch equals 169 Feet

N

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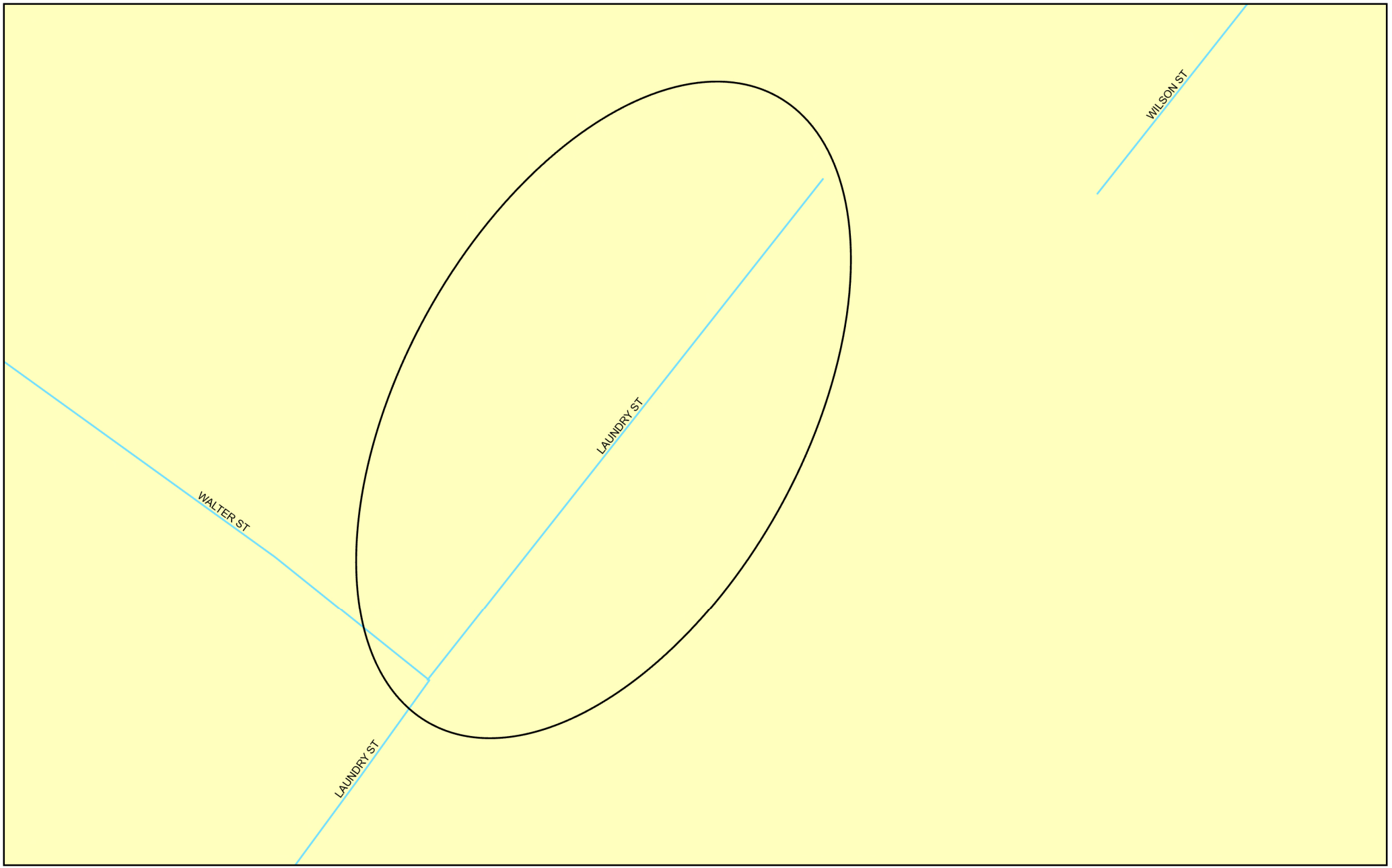

ADDITION: LAUNDRY ST

0 90 180 Feet

1 inch equals 57 Feet

N

KANNAPOLIS

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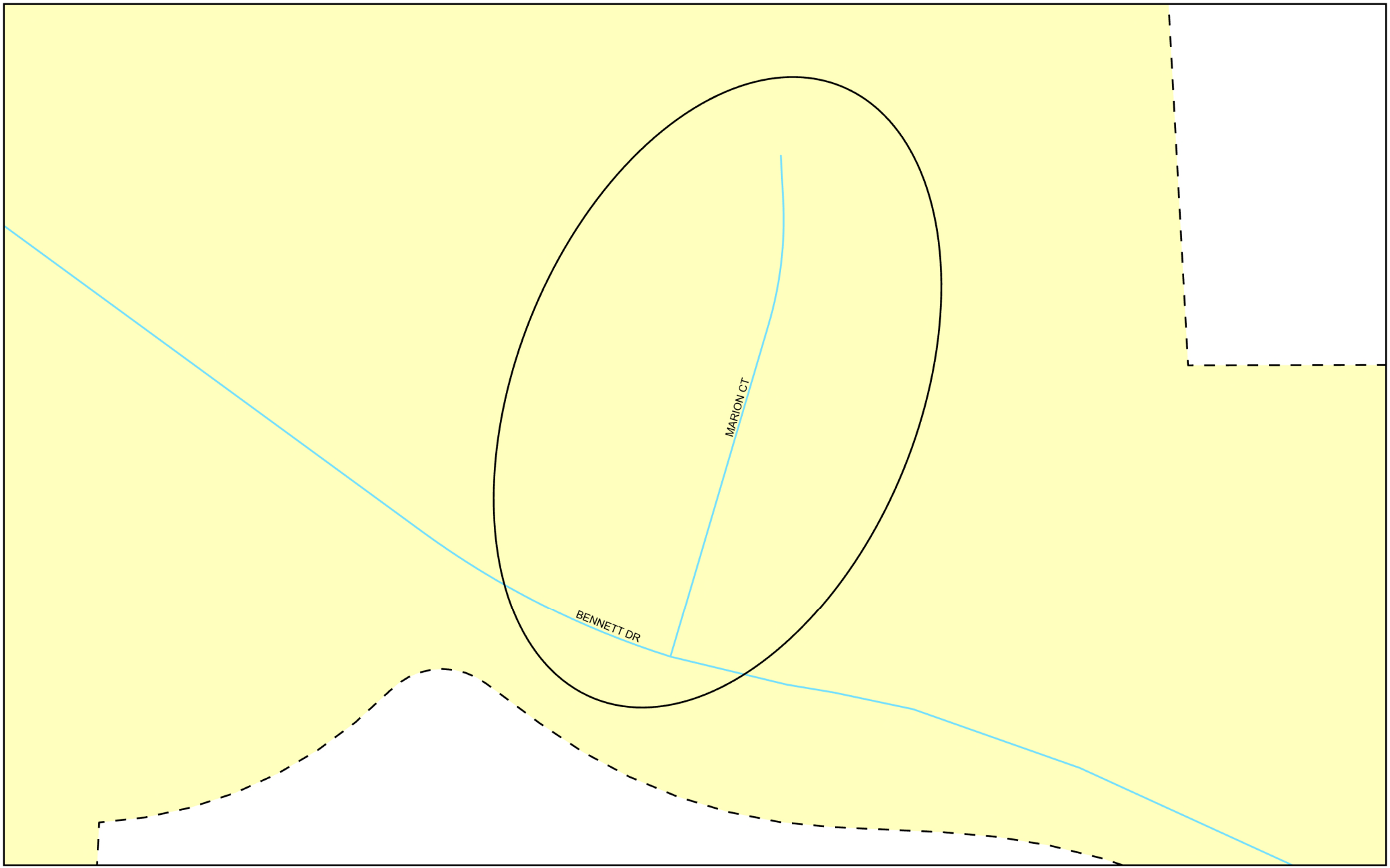

ADDITION: MARION CT

KANNAPOLIS

0 80 160 Feet

1 inch equals 53 Feet

N

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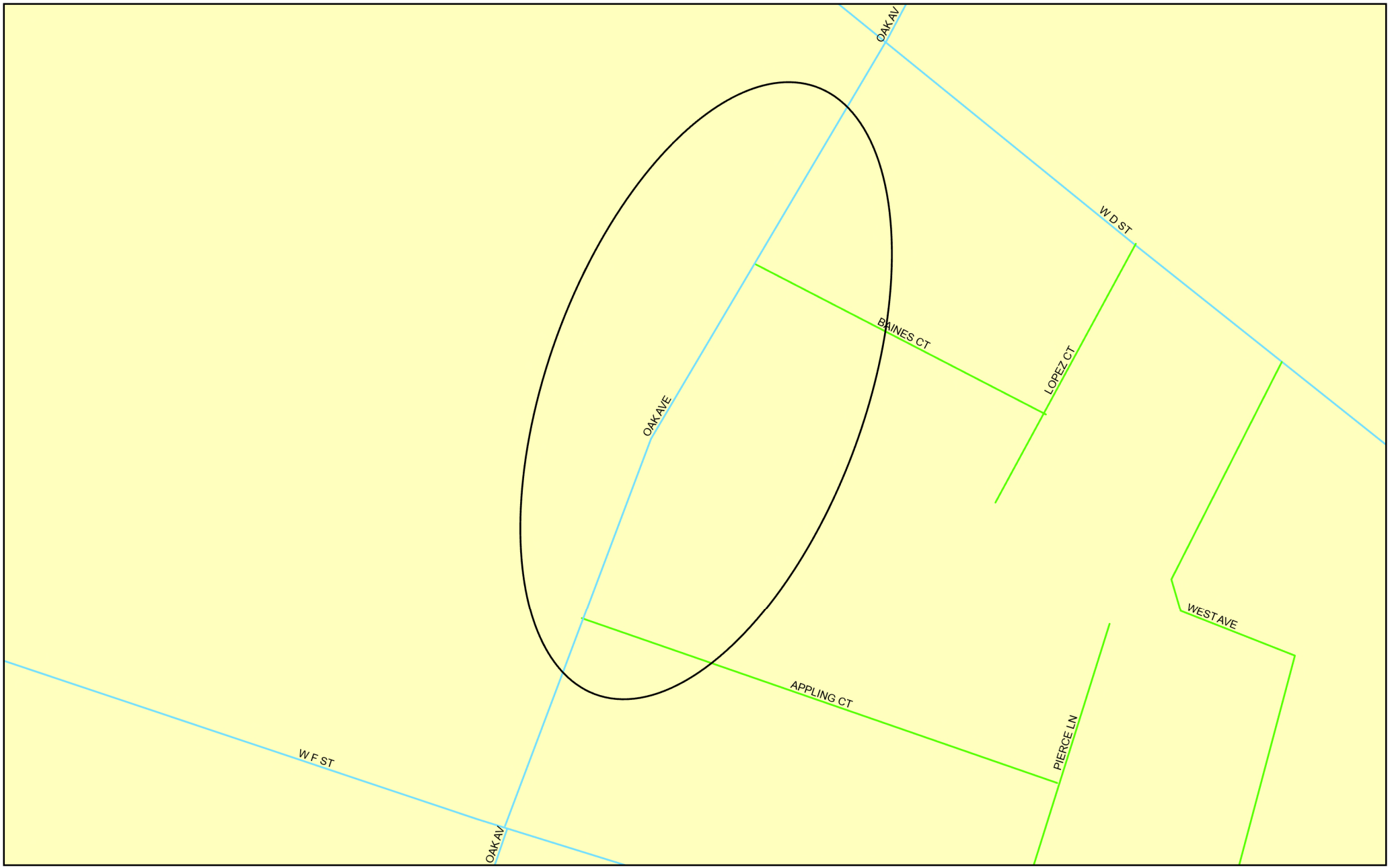

ADDITION: OAK AV

0 120 240 Feet

1 inch equals 75 Feet

N

KANNAPOLIS

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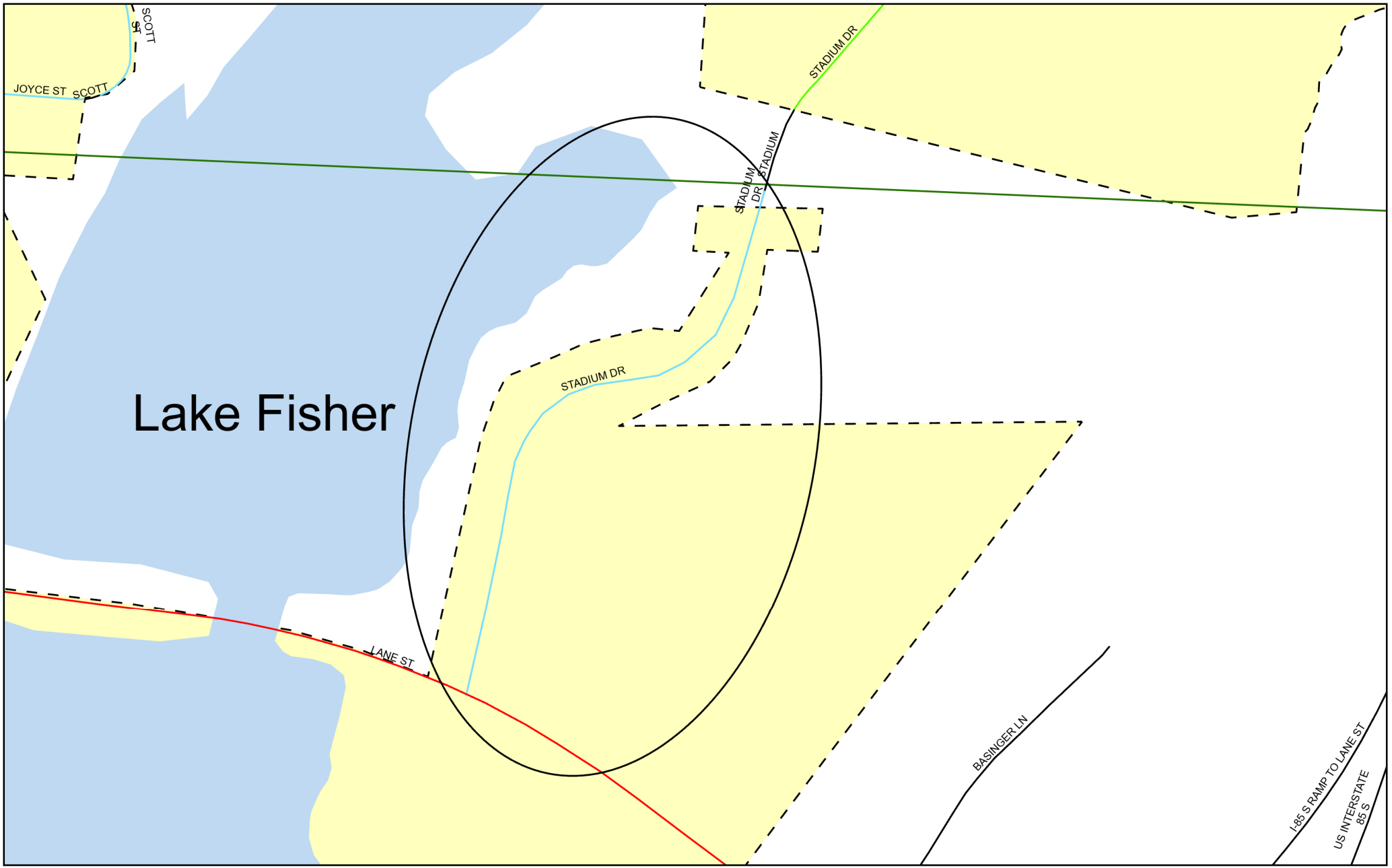

ADDITION: STADIUM DR

KANNAPOLIS

0 420 840 Feet

1 inch equals 263 Feet

N

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2023 Powell Bill Streets Added/Deleted List

City of Kannapolis

DATE	
From:	To:
7/1/2022	6/30/2023

STREET NAME (ADDED)	MILEAGE
BENNETT DR	0.19
COURTNEY CREEK DR	0.15
CROSSBANE ST	0.12
CROSSHILL ST	0.15
FALLS LN	0.09
FRATERNITY ROW	0.14
GLENVIEW AV	0.28
HALEY CIR	0.31
ISENHOUR RD	0.23
LARNE ST	0.04
LAUNDRY ST	0.05
LOCK ERNE AV	0.13
LONGMORE LN	0.42
MARION CT	0.04
OAK AVE	0.10
ROSALYN DR	0.13
SHOOKSTOWN DR	0.17
SPENCER LN	0.08
STADIUM DR	0.25
SUMMERS WALK BLVD	0.44
TRINITY CROSSING CIR	0.79
TULLY AV	0.07
WOODGREEN AV	0.19
TOTAL ADDED	**4.56**

STREET NAME (DELETED)	MILEAGE
TOTAL DELETED	**0.00**

TOTAL STREETS ADDED AND DELETED	MILEAGE
Total Streets Added (+)	4.56
Total Streets Deleted (-)	0.00
TOTAL CHANGES	**4.56**

Mooresville
Davidson
Huntersville
Concord
China Grove
Landis
Kannapolis Lake
Lake Howell
Lake Concord
Lake Fisher
Iredell County
Rowan County
Cabarrus County
Mecklenburg County

2023 Powell Bill Map

KANNAPOLIS

CITY OF KANNAPOLIS

- City Maintained Gravel Streets
- City Maintained Paved Streets
- N.C.D.O.T. Maintained Streets
- Privately Maintained Streets
- Proposed Road
- Kannapolis City Limits

N

0 0.5 1 Mile

0 1,500 3,000 Feet

City Maintained Paved Streets	244.67 miles
City Maintained Gravel Streets	.47 miles
Total City Maintained Streets	245.14 miles

I herby certify that this map accurately represents the street system maintained by the City of Kannapolis on July 1st, 2023

7/1/23

Scott J. Kaufhold
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

NORTH CAROLINA PROFESSIONAL SEAL 024973 ENGINEER SCOTT J. KAUFHOLD

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July 1st, 2023

RESOLUTION
Powell Bill Allocations for Fiscal Year 2023-2024

RESOLVED, that the Public Street Schedule for the City of Kannapolis is hereby amended to add the following streets to the Kannapolis Public Street System for eligibility of Powell Bill Allocations beginning for the Fiscal Year 2023-2024.

Addition of the following City Maintained Streets:

Bennett Dr (0.19 miles)
Courtney Creek Dr.(0.15 miles)
Crossbane St. (0.12 miles)
Crosshill St. (0.15 miles)
Falls Ln. (0.09 miles)
Fraternity Row (0.14 miles)
Glenview Ave. (0.28 miles)
Haley Cir. (0.31 miles)
Isenhour Rd. (0.23 miles)
Larne St. (0.04 miles)
Laundry St. (0.05 miles)
Lock Erne Ave. (0.13 miles)
Longmore Ln. (0.42 miles)
Marion Ct. (0.04 miles)
Oak Ave. (0.10 miles)
Rosalyn Dr. (0.13 miles)
Shookstown Dr. (0.17miles)
Spencer Ln. (0.08 miles)
Stadium Dr. (0.25 miles)
Summers Walk Blvd. (0.44 miles)
Trinity Crossing Cir. (0.79 miles)
Tully Ave.(0.07 miles)
Woodgreen Ave. (0.19 miles)

FURTHER RESOLVED, that this Resolution shall be effective from its date of adoption.

Adopted this 26th day of June 2023.

Milton D. Hinnant, Mayor

ATTEST

Bridgette Bell, MMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Kristin Jones, Assistant to the City Manager

Subject: Budget Amendment #23-22 Year-End Administrative Budget Amendment

Action Requested by City Council

Adopt Budget Amendment #23-22 for the year-end adjustments in the General Fund.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget amendment appropriates fund balance for year-end adjustments to personnel and operational accounts for the General Fund.

Fiscal Implications

An appropriation of fund balance is needed to adjust departmental budgets prior to fiscal year end 2023.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to adopt Budget Amendment #23-22 for the Year-End Adjustments in the General Fund. **(Recommended).**
2. Do not approve the budget amendment.
3. Table to a future meeting

Attachments

1. BA #23-22 YE adjustment

ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022
AND ENDING JUNE 30, 2023
Amendment # 23-22

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 26th day of June 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, is hereby adopted:

Description: This budget amendment appropriates fund balance for year-end adjustments to personnel and operational accounts.

- $575,000 – Improvements to the Swanee Theatre.
- $325,000 – Retiree Health insurance due to claims
- $600,000 – Police- Field Operations: Salaries. This is one of the City's largest divisions of 66 employees. Shortfalls in the budget occurred with the implementation of the salary study and longevity back pay to January and implementation in April.
- $900,000 – Fire: Emergency Services: Salaries. This is one of the City's largest divisions of 88 employees. Shortfalls in the budget occurred with the implementation of the salary study and longevity back pay to January and implementation in April.
- $900,000 – Non-Departmental: Special Expenses. This budget is used throughout the year to adjust for personnel accounts city-wide that may be overbudget due to the implementation of the salary study and longevity back pay to January and implementation in April.

SECTION I– GENERAL FUND

Revenue:	Increase – Fund Balance Appropriated Revenue: 19900-39900	$3,300,000
Expenditure:	Increase – Contracted Services Expenditure: 10000-48000	$575,000
Expenditure:	Increase- Retiree Insurance Expenditure: 10000-42330	$325,000
Expenditure:	Increase- Police: Field Ops Salaries Expenditure: 12035-41000	$600,000
Expenditure:	Increase- Fire: Emergency Services Expenditure: 12540-41000	$900,000
Expenditure:	Increase- Non-Departmental: Special Expenses Expenditure: 10000-51300	$900,000

This ordinance is approved and adopted this 26th day of June 2023.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 8, 2023 Work Session Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 05-08-2023 Work Session Minutes

CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
May 08, 2023

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, May 08, 2023, at 4:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor:	Milton D. Hinnant	
Council Members:	Jeanne Dixon	
	Doug Wilson	
	Tom Kincaid	
	Darrell Jackson	
	Ryan Dayvault	
	Dianne Berry	
Council Members Absent:	None	
City Manager:	Mike Legg	
Deputy City Manager:	Eddie Smith	
Assistant City Manager:	Wilmer Melton	
Assistant City Manager:	Eric Davis	
City Clerk:	Bridgette Bell	
City Attorney:	Walter M. Safrit	
Staff Present:	Richard Smith	Annette Privette Keller
	Irene Sacks	Michael Rattler
	Alex Anderson	Scott Kaufhold
	Kirk Beard	Terry Spry
	Gerald Faulkner	Julie Long
	David Jordan	Tony Eury
	Daniel Wallace	Julie Long
Others Present:	Holden Sides	Alex Quigley
	Arthur Reid	John Cramer
	Jayne Williams	Katelyn Wisemall
	Carolyn Storey	Sam Moore
	Peggy Dicky	

CALL TO ORDER AND WELCOME:

Mayor Hinnant called the meeting to order and welcomed all in attendance. Mayor Hinnant led a

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moment of silent prayer and gave the Pledge of Allegiance.

PROCLAMATIONS:

Mayor Hinnant presented Proclamations to City Clerk, Bridgette Bell, in observance of Professional Municipal Clerk Week and Chief Terry Spry in observance of Police Officers Memorial and Police Week.

APPROVAL OF AGENDA

Mayor Hinnant noted a revised Agenda adding Business Agenda "I," ADA- Accessible Ford Transit Van Purchase for Rider Transport. Council Member Wilson made a motion to approve the revised agenda. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

CONSENT AGENDA:

Council Member Berry made a motion to approve the Consent Agenda. Motion was seconded by Council Member Jackson and approved by unanimous vote.

Budget Amendment #23-21 Appropriate Cash Reserves for Contract Work for Tap Installation (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit A)

Voluntary annexation of approximately 176.034 +/- combined non-contiguous property located at Kannapolis Crossing (Richard Smith, Planning Director) (Copy included as Exhibit B)

04-03-2023 Special Meeting Minutes (Bridgette Bell, City Clerk)

04-24-2023 Business Meeting Minutes (Bridgette Bell, City Clerk)

04-24-2023 Closed Session Minutes (Bridgette Bell, City Clerk)

BUSINESS AGENDA:

Presentation and Discussion of Draft Imagine Kannapolis Strategic Plan Projects and Initiatives (Mike Legg, City Manager) (Copy included as Exhibit C)

Mr. Legg presented the draft Imagine Kannapolis Strategic Plan Project/Initiative list and explained that the Imagine Kannapolis Strategic Plan has been in development for the past year with numerous focus groups exploring new initiatives and projects. As a result of this work in the community, Staff has put together a draft compilation of new or expanded projects or initiatives and an aggressive financial plan to support the Plan. The projects and initiatives are categorized into three periods (FY 24-26; FY 27-29; Post FY 29). Also included are the estimated 6-year cash costs and the estimated 6-year recurring cost (operating costs and any annual debt service payments). The goal for the Monday night's Work Session is to have a high-level discussion about the different projects and to establish a list of projects and initiatives that City Council wants to revisit in some way (the "Revisit List"). City Council will be asked to add a project/initiative to the Revisit List. If a project is not added to the Revisit List, Staff will assume there is a consensus to have it remain in the Plan as presented.

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After discussing in detail, City Council decided to put several potential projects/initiatives on a "Revisit List" to spend more time deciding if the projects/initiative warrant different priorities in the planning process. The following Revisit List was created.

- Homeless/Affordable Housing
- Alternative School Program (KCS)
- Six Year Capital Outlay
- Eastside Park Phase 2 (potential addition of event space to gymnasium)
- Kannapolis Parkway/NC 3 Lighting and Landscaping
- Midway Revitalization (overall project timing)
- Rental Registration Program
- Performance Venue sustainability Strategy
- Private Use Ordinance
- Park Ranger Program/Auxiliary Police/Downtown Coverage
- Fire Adaptive Response Vehicle Program
- Downtown - Parking Management Plan (phases 2 and 3)
- Community/Recreation Center/YMCA Support (multiple options)
- Public Transit (long range plan implementation, system consolidation/structure)
- Greenways (Rocky River Phase 2 and Irish Buffalo Creek Phase 2).
- Downtown - Association/Organization.
- Downtown - Main Street Streetscape Improvement Project.

Mr. Legg stated that Staff would come back to Council with options to achieve these desired changes. Those recommendations could include establishing new revenues, delaying other projects/initiatives and/or making other operational cuts.

ADA-Accessible Ford Transit Van Purchase for Rider Transit (Wilmer Melton, Assistant City Manager) (Copy included as Exhibit D)

Recently, the Rider staff was made aware of the availability of 100 ADA-accessible, lift-equipped Ford Transit vehicles. They have been built and delivered to Creative Bus Sales, and are awaiting purchase on a first come, first served basis. Rider Transit Staff has indicated a desire to purchase four of these vans with most of the funds coming from a Federal Transit Administration (FTA) grant. The three Ford Transit vans Rider Transit currently utilizes are well past their useful life, a burden for maintenance and operations staff, and are eligible for replacement. With the continued growth of Rider Transit's ADA Paratransit program and the maintenance challenges with two other LTV Paratransit vehicles that are not quite ready for replacement, Rider Transit staff is requesting approval for the purchase of one new van in addition to the three replacements, to ensure a safe, reliable, and fully functional vehicle fleet for service delivery to our passengers.

Significant supply chain challenges for public transit systems across the United States exist, particularly limiting the availability of new vehicles for purchase in the van and LTV categories. The Community Transportation Association of America estimates that nationwide, more than 25,000 vehicles of this type are well past their useful life and overdue for replacement, with that number increasing constantly. The estimate for normalization of the small transit vehicle supply is currently five to seven years.

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Following general discussion, Council Member Dixon made a motion to authorize the City's Transit Commission members to vote in favor of the ADA- Accessible Ford Transit Van Purchase for Rider Transit. Motion was seconded by Mayor Pro tem Kincaid and approved by unanimous vote.

CLOSED SESSION – Pursuant to GS. 143-318.11 (a) (3) to consult with an attorney to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area.

Mayor Pro tem Kincaid made a motion to go into Closed Session. Motion was seconded by Council Member Berry and approved by unanimous vote.

Council went into Closed Session at 8:00 PM

Council Member Wilson made a motion to come out of Closed Session. Council Member Dayvault seconded the motion, and it was approved by unanimous vote.

Council resumed regular session at 8:15 PM.

Resolution Approving the Execution of the Fifth Amendment to Agreement of Purchase and Sale of Real Property (Copy included as Exhibit E)

Motion was made by Council Member Wilson and seconded by Council Member Dixon to approve a Resolution approving the execution of a fifth amendment to the agreement of Purchase and Sale of real property with Lakeshore Corporate Park, LLC. Motion was approved by unanimous vote.

There being no further business brought before Council, Council Member Wilson made a motion to adjourn. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

The meeting adjourned at 8:15 PM on Monday, May 08, 2023.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

DRAFT-NOT APPROVED

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 8, 2023 Closed Session Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 22, 2023 Special Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 05-22-2023 Special Meeting 4.30PM

CITY OF KANNAPOLIS
CITY COUNCIL MEETING
SPECIAL MEETING MINUTES
May 22, 2023

A special called meeting of the City Council of the City of Kannapolis was held on Monday, May 22, 2023, at 4:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor:	Milton D. Hinnant
Council Members:	Jeanne Dixon
	Doug Wilson
	Tom Kincaid
	Darrell Jackson
	Ryan Dayvault
	Dianne Berry
Council Members Absent:	None
City Manager:	Mike Legg
Deputy City Manager:	Eddie Smith
Assistant to the City Manager:	Kristin Jones
Assistant City Manager:	Wilmer Melton
City Clerk:	Bridgette Bell
City Attorney:	Walter M. Safrit
Staff Present:	Richard Smith, Irene Sacks, Alex Anderson, Brian Roberts, Sharon Brown, Scott Kaufhold, Annette Privette Keller
Others Present:	None

CALL TO ORDER AND WELCOME:

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

APPROVAL OF AGENDA

Mayor Pro tem Kincaid made a motion to approve the agenda. Motion was seconded by Council Member Dixon and approved by unanimous vote.

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BUSINESS AGENDA

GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area.

Mayor Pro tem Kincaid made a motion to go into Closed Session GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area. The motion was seconded by Council Member Dayvault and approved by unanimous vote.

Council went into Closed Session at 4:30PM.

Council Member Wilson made a motion to come out of Closed Session. Motion was seconded by Council Member Berry and approved by unanimous vote.

Council resumed regular session at 5:45 PM.

There being no further business to discuss, Council Member Dayvault made a motion to adjourn. Motion was seconded by Council Member Wilson and approved by unanimous vote.

The meeting adjourned at 5:45 PM on Monday, May 22, 2023.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

DRAFT - NOT APPROVED

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 22, 2023 Business Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 05-22-2023 Business Meeting 6.00PM

CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
May 22, 2023

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, May 22, 2023, at 6:00 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor:	Milton D. Hinnant	
Council Members:	Jeanne Dixon	
	Dianne Berry	
	Doug Wilson	
	Tom Kincaid	
	Darrell Jackson	
	Ryan Dayvault	
Council Members Absent:	None	
City Manager:	Mike Legg	
Deputy City Manager:	Eddie Smith	
Assistant to the City Manager:	Kristin Jones	
Assistant City Manager:	Wilmer Melton	
City Clerk:	Bridgette Bell	
City Attorney:	Walter M. Safrit	
Staff Present:	Terry Spry	Irene Sacks
	Richard Smith	Kirk Beard
	Michael Rattler	David Jordan
	Alex Anderson	Annette Privette-Keller
	Gerald Faulkner	Tony Eury
	Gary Mills	Scott Kaufhold
	Sharon Bailey	Brian Roberts
	Michael Dodge	Tracy Winecoff
	Greg Summitt	
Others Present:	Bob Doty	Kay Doty
	Jimmy Wilson	Harold Sechler
	Scott Trott	Brenda Trott
	Joe Hatley	Julia Caudle
	Joe Hall	Kim Hall
	Holden Sides	Erich Sechler

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Sam Moore	Kevin Safrit
Tim Allen	Jeff Ashbaugh
Derek Moore	Ron Haithcock
Mark Spitzer	Pam Smith
Tony Riddler	Carolina McKinney
John McKinley	Sophia Wilkerson
Emmy Watkins	Lilly Watkins
Shrij Chokski	Grayson Burgess

CALL TO ORDER AND WELCOME:

Mayor Hinnant called the meeting to order and welcomed all in attendance. Mayor Hinnant led a moment of silent prayer and Council Member Dayvault gave the Pledge of Allegiance.

Mayor Hinnant noted a revised Agenda removing the Closed Session.

Council Member Jackson made a motion to approve the revised agenda. Motion was seconded by Council Member Wilson and approved by unanimous vote.

PROCLAMATIONS:

Mayor Hinnant read a Proclamation proclaiming Public Works Appreciation Week and presented a Proclamation to Mr. Harold Sechler in recognition of his100th birthday.

CONSENT AGENDA:

Council Member Dixon made a motion to approve the Consent Agenda. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

FYE 2023 Audit Contract Approval (Brian Roberts, Finance Director)
Town of Landis Interlocal Agreement for Wholesale Sewer Agreement (Alex Anderson, Director of Water Resources) (Copy included as Exhibit A)

Resolution Authorizing Joining and Incorporating the Yadkin-Pee Dee Water Management Group (Alex Anderson, Director of Water Resources, Gerald Faulkner, Water Treatment Manager) (Copy included as Exhibit B)

Resolution Approving Award of Street Resurfacing Contract (Michael Rattler, Director of Transportation & Environmental Services) (Copy included as Exhibit C)

BUSINESS AGENDA:

Continuation of case No. CZ-2022-08 - Conditional rezoning request - Trinity Church Road and Stirewalt Rd (Richard Smith, Planning Director) (Copy included as Exhibit D)

Mr. Smith provided a brief overview of the project.

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Applicant: Jack McKinley
Properties located at 6205 Stirewalt Road and 5032 Trinity Church Road
Approximately 35.59+/- acres
Rezoning from AG to R4-CZ
56 Single-Family Detached Homes Proposed
15,000-39,000 +/- Sq. Ft. Lots (average lot size exceeds 18,000 sq. ft.)
Includes perimeter buffer (min. 15') and enhanced buffer at Trinity and Stirewalt frontage.

Mr. Smith reviewed the rezoning timeline:

- December 13, 2022-Planning and Zoning Commission heard this request. February 13, 2023-City Council held public hearing on this request-hearing was closed and case continued
- March 13, 2023-City Council further reviewed and received information on alternative septic systems-case continued
- April 24, 2023-City Council Directed staff to bring back to May 22, 2023, meeting for R2 rezoning consideration.
- Public hearing notice provided.

The Current Zoning: AG (Agricultural)-Maximum Density is 1-unit per acre. The Requested Zoning: R4-CZ (Conditional R4)- Maximum Density proposed is 1.56 units per acre. The Surrounding Zoning: AG (Agricultural) and AO (Agricultural Open-Space-Cabarrus County). City Council may rezone to R4-CZ or R2.

City Council may approve or deny the petition as presented or rezone to R2.

If Council deems the original request (R4-CZ) to be consistent with the Move Kannapolis Forward 2030 Comprehensive Plan, the applicant has agreed to, approval with the following conditions for Conditional Zoning Map Amendment Case #CZ-2022-08:

- The permitted uses allowed by this rezoning shall only include the single-family detached residential densities as shown on the conceptual site plan approved with this rezoning.
- NCDOT driveway permits shall be obtained for both proposed access points.
- A Final Site Plan, in compliance with all applicable KDO standards, shall be submitted to and approved by City Staff prior to issuance of a Zoning Clearance Permit.
- Comply with current Land Development Standards Manual.
- The alternative individual septic/wastewater system shall only be considered if capacity/allocation are not available at the time of development.
- Minimum lot width of eighty-five feet (recent condition offered by applicant)

Mr. Smith explained the difference between a R-2 ad R-4 Zoning.

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	R2	R4*
Lot Width	100	75
Density:	Two units per acre	*Four units per acre
Setbacks:		
Front	35	25
Side	15	10
Rear	30	25
Height	35	35

Both R4 and R2 only allow single-family residential detached dwellings. All other uses are the same as well.

Note: The applicant has requested R4 conditional zoning, which incorporates five conditions of approval. These conditions include the densities of the conceptual plan, no more than fifty-six lots. A change to any other zoning district besides that requested by the applicant removes the agreed upon conditions, which is the primary difference between this request and a straight rezoning.

Mr. Smith further stated that either the R4-CZ or R2 zoning is consistent with 2030 Comprehensive Plan:

- Site located in the "Neighborhood Transition 1" Character Area which is consistent with
- The future/intended uses.
- Provides development suitable to area.
- Meets density threshold of no more than three units per acre.
- Proposed residential use is compatible with surrounding zoning, not anticipated to have adverse effects on capacity or safety of adjacent road network, parking problems, or any adverse impact on the environment.
- Sanitary sewer service subject to allocation based on treatment capacity.

Mr. Smith added that on the Friday before the Council meeting, the applicant called for an additional condition to be offered under the previous conditional rezoning request for this property. The applicant was offering to limit the lot widths in the developments to a more restrictive width of eighty-five feet, rather than the less restrictive width of seventy-five feet permitted in the R4 zoning district. Additionally, he was contacted by the applicant's legal counsel requesting that this rezoning case be continued to Council's July 24 meeting. Mr. Smith provided what options Council has if they decide to render a decision tonight.

Mayor Hinnant stated they received an email today from Mr. McKinley's attorney requested if the

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public hearing could be delayed due to some new Engineering information that was discovered. After consulting with City Attorney Safrit, Mayor Hinnant stated that Council has two options: Council may do as requested by Mr. McKinley's Counsel, open the public hearing, and then delay to a future time as they are requesting. Or Council may continue the public hearing, however, considering additional engineering information they wish to share, Council may wish to open the public hearing and continue to a future meeting.

Council Member Dayvault made a motion to continue the rezoning public hearing to the July 24, 2023, City Council meeting. Motion was seconded by Council Member Dixon and approved by unanimous vote.

City Attorney Safrit responded that Council would not need to open the public hearing but move to continue to a future meeting and suggested that the motion be to continue the entire matter to the July 24, 2023, City Council meeting.

Council Member Wilson made a motion that the entire matter be continued to the July 24, 2023, City Council meeting. Motion was seconded by Council Member Jackson and approved by unanimous vote.

Presentation Fiscal Year Ending 2022 Audit (Brian Roberts, Finance Director) (Copy included as Exhibit E)

Mr. Roberts introduced Kari Dunlap with Martin Starnes & Associates, CPAs. P.A. Ms. Dunlap provided an overview of the City of Kannapolis 2022 Audited Financial Statements.

As in previous years, this audit is "clean" and thoroughly shows the City's strong financial position. Once the audit is approved by the Local Government Commission, the Annual Comprehensive Financial Report (ACFR) for fiscal year ending June 30, 2022, will be made available on the City's website. An audit of the City's financials is required ever year. Two performance indicators were acknowledged: material weakness-prior period adjustments and non-compliance – late audit.

There being no questions by Council, Mayor Hinnant thanked Mr. Roberts and Ms. Dunlap for the presentation.

Public Hearing Voluntary Annexation of approximately 176.034 +/- combined non-contiguous property located at Kannapolis Crossing (Richard Smith, Planning Director) (Copy included as Exhibit G)

Mr. Smith provided the following information.

On May 8, 2023, City Council adopted a Resolution of Intent to Annex approximately 176.034 +/- combined acres of property located south of Old Beatty Ford Road, authorized the Clerk to Investigate the Sufficiency of the Petition and established a public hearing date for May 22, 2023. The property is currently located in an unincorporated area of Rowan County within an area

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designated as "Future Kannapolis Growth Area" in an "Annexation Agreement" between the City of Kannapolis and Town of Landis.
The property is in an unincorporated area of Rowan County that is currently zoned RA (Rural Agricultural). While this property is located outside the City's corporate limits, it is within an area designated as a future growth area for the City of Kannapolis in an Annexation Agreement between the City of Kannapolis and the Town of Landis. City of Kannapolis zoning will be applied to the property after the annexation.

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 *et seq.*, City Council must first direct the City Clerk to investigate an intent to annex and to certify the sufficiency of the petition. City Council must also fix a public hearing date for consideration of the petition. At its May 8, 2023, meeting, City Council acted on both aforementioned items. Council set the public hearing date for May 22, 2023.

There being no questions or comments, Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public hearing.

Council Member Wilson made a motion to approve an Ordinance extending the corporate limits of the City of Kannapolis of 176.034+/- combined acres of property located south of Old Beatty Ford Road. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

Presentation of Recommended Budget for FY2023-2024 (Mike Legg, City Manager and Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit F)
City Manager Legg presented the recommended Fiscal Year 2023-24 budget. The total recommended budget is $104,385,876 which includes all seven operating funds of the city. The budget includes no property tax or fee increases. If the budget is approved in June, the current tax rate will remain at 63 cents per $100 valuation.

The proposed budget concentrates on several strategies:

1. Beginning the implementation of the Imagine Kannapolis Strategic Plan.
2. Retaining existing employees and recruiting new people to work for the city.
3. Leveraging the city’s financial capacity to improve the quality of life for residents and the delivery of services to residents.

In March 2022, the city launched the Imagine Kannapolis Strategic Plan. Thirteen focus groups were formed, and dozens of residents participated. The goal was to imagine the future of Kannapolis, especially what objectives the city would like to achieve in the next decade. Priorities were balanced with the needs the city will have during the next 10 years and items Kannapolis would like to have to be a healthy, high-quality city and economic driver in the state.

In this year’s proposed budget, the first of six years of Imagine Kannapolis priorities are funded. These will be subject to City Council adopting the final version of the Strategic Plan.

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Projects and Initiatives include:

1. $2,800,000: Renovations for Fire Stations No. 1 and No. 4
2. $1,550,000: Construction of a fire training tower and storage facility
3. $1,200,000: Gem Theatre Phase 3 improvements
4. $450,000: Construction and operating costs for a downtown dog park
5. $1,290,000: Upgrades to existing city parks
6. $190,000: Cultural Arts & Historic Preservation Work Program
7. $50,000: Open Space and Tree Preservation Plan
8. $700,000: Downtown Parking Management Plan (construction of new surface parking)
9. $30,000: Exploring the possibility of a local part-time professional symphony/orchestra
10. $1,340,000: Little Texas Road sidewalk (city's portion to the NCDOT funding)
11. $50,000: N.C. Music Hall of Fame growth plan
12. $60,000: North Carolina Research Campus Development Strategy Planning Support
13. $20,000: Motorsports Asset Promotion
14. $750,000: Adding offices to the second floor of City Hall
15. $1,200,000: I-85 monument signage (joint project with the city of Concord – Exits 58, 60, 63)

Recruiting and retaining employees continues to be a high priority for the city. "Our most valuable asset will always be our employees. Our employee team continues to serve at a high level and respond faithfully every day to their regular duties as well as emergency situations which arise. They are one of the top reasons we have been recognized as a Top City in the United States in many categories including quality of life, planning, safety, recreation and more," said Mr. Legg. "This budget concentrates on providing the tools they need in order to do their jobs and for us to offer competitive salaries and benefits."

Other notable items in the budget include:

1. 3% Cost of living increases for employees: $900,577.
2. Merit increases for eligible employees: $825,469.
3. Salary development range increases for eligible employees: $497,000.
4. 14 new positions in the police, fire, parks and recreation, environmental and water resources departments.
5. Vehicles and equipment in the police, parks and recreation, fire, general services, environmental and transportation departments to replace aging and maintenance problem vehicles. Included are seventeen police vehicles, a dump truck, cart delivery truck, asphalt patch truck and two mini excavators.
6. Funding is included to support fire department accreditation, audio-visual upgrades to certain City Hall spaces and an update to the 10-year parks and recreation master plan.

There being no questions or comments, a public hearing on the budget is scheduled for 6:00PM on June 12th, at Kannapolis City Hall with adoption scheduled for June 26th, 6:00PM.

WSACC Appointment to the Board of Directors (Mike Legg, City Manager)

DRAFT - NOT APPROVED

The Water and Sewer Authority of Cabarrus County (WSACC) was established April 8, 1992, by agreement and organized by the governing bodies of the Cities of Concord and Kannapolis, the Towns of Harrisburg and Mt. Pleasant, and the County of Cabarrus, to operate and maintain a regional interceptor sewer system and a regional wastewater treatment plant. The Bylaws of WSACC require a nine (9) member Board of Directors comprised of representatives from the governing bodies of each organizing jurisdiction within Cabarrus County. The Board of Directors is made up of two (2) members from Cabarrus County, two (2) members from the City of Concord, two (2) members from the City of Kannapolis, one (1) member from the Town of Harrisburg, one (1) member from the Town of Mt. Pleasant, and one (1) at-large seat which is appointed by Cabarrus County upon advisement from the other political jurisdictions.

City Manager Legg and Mayor Hinnant currently serve on the Board of Directors as the City's representatives. The appointment of Mayor Hinnant will expire at WSACC's annual meeting on June 15, 2023. Council will need to re-appoint Mayor Hinnant or make a new appointment.

Council Member Wilson made a motion to appoint Mayor Hinnant as the City's representative on the WSACC Board of Directors. Motion was seconded by Council Member Jackson and approved by unanimous vote.

9th Amendment to Lease Agreement between City of Kannapolis Apparel Unlimited a.k.a. Lee Clothing Warehouse (Mike Legg, City Manager, Walter Safrit, City Attorney)

Council Member Darrell Jackson asked to be excused from voting on this matter, due to a conflict of interest. Council Member Wilson made a motion that Mr. Jackson be excused from voting. Motion was seconded by Council Member Berry and approved by unanimous vote.

Mr. Jackson left the Council Chambers.

Motion was made by Council Member Wilson to approve the ninth amendment of the Apparel Unlimited a.k.a. Lee Clothing Warehouse. Motion was seconded by Mayor Pro tem Kincaid and approved by unanimous vote.

Mr. Jackson rejoined the meeting.

CITY MANAGER REPORT: None

CITY COUNCIL COMMENTS: None

SPEAKERS FROM THE FLOOR: None

CLOSED SESSION - GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area.

No closed session was held.

DRAFT-NOT APPROVED

There being no further business brought before Council, Council Member Dixon made a motion to continue the meeting to Wednesday, May 31, 4:30 PM at the Kannapolis City Hall. Council Member Berry seconded the motion, and it was approved by unanimous vote.

The meeting recessed at 8:15 PM on Monday, May 22, 2023.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

DRAFT-NOT APPROVED

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 22, 2023 Closed Session Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 31, 2023 Continued Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 05-31-2023 Continued Meeting

CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
CONTINUED MEETING FROM MAY 22, 2023
May 31, 2023

A continued meeting from May 22, 2023, meeting of the City Council of the City of Kannapolis was held on Wednesday, May 31, 2023, at 4:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor:	Milton D. Hinnant	
Council Members:	Jeanne Dixon	
	Doug Wilson	
	Tom Kincaid	
	Darrell Jackson	
	Ryan Dayvault	
	Dianne Berry	
Council Members Absent:	None	
City Manager:	Mike Legg	
Deputy City Manager:	Eddie Smith	
Assistant to the City Manager:	Kristin Jones	
Assistant City Manager:	Wilmer Melton	
Assistant City Manager:	Eric Davis	
City Attorney:	Walter M. Safrit	
Staff Present:	Alex Anderson	Irene Sacks
	Richard Anderson	Annette Privette Keller
	Gary Mills	Kirk Beard

CALL TO ORDER AND WELCOME:
Mayor Hinnant reconvened the meeting continued from May 22, 2023, and welcomed all in attendance.

APPROVAL OF AGENDA:
Council Member Wilson made a motion to approve the agenda. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

BUSINESS AGENDA:
Discussion of Proposed FY 23-24 Budget (Mike Legg, City Manager) (Copy included as Exhibit A)

DRAFT-NOT APPROVED

The FY 23-24 Budget was presented at the May 22nd meeting. Staff will be prepared to answer any follow-up questions that Council Members may have. The required public hearing is scheduled for June 12th meeting (6:00 PM). A copy of the budget message is included as Exhibit A)

Mr. Legg stated that this budget discussion was added to the agenda in the event there were any questions or comments. A public hearing on the budget will be held on June 12, at which time, Council may ask any further questions or comments.

Council Member Berry stated at the last transit meeting, she voiced her opinion and that she and Mr. Jackson (who also serves on the transit board), were not aware of how much money is being put into this system. She believes the riding numbers are inflated. She has asked from the City of Concord if they will make a Transit 101 presentation to Kannapolis but does not know if it will happen.

She further stated that Concord Mayor Dusch looked at her and said "Listen, whatever ya'll decide, if you vote no, we are right behind you". She hopes that someone else will also want to look at the transit system, because the money keeps getting higher and higher every year.

Council Member Dixon had questions regarding the YMCA membership, are the employees utilizing this benefit? She did not understand how the separation pay works and the transit fund reserve, does Rowan County contribute?

Mr. Legg stated he was not sure if Rowan County tributes but would check. As far as the YMCA, the reason Council approved is two-fold. One is to support the YMCA with funding and support the employees by giving memberships. It is more of a substance for the YMCA rather than an employee benefit. Council can certainly amend the agreement that the City only pay for the employees that sign up or leave it alone. It can be left in the budget, however, Staff can bring back an agreement to Council for consideration of entering into a different agreement.

Mayor reminded Council that one of the other intended reasons for paying 100% for all employees was to allow the YMCA to use any excess funds for scholarships.

Regarding the transit system, Mr. Legg stated that neither Rowan nor Cabarrus participate; however, Cabarrus does have their own transportation system. There has been some talk about merging Cabarrus and the Rider into one system. At one time, Rowan did have a Rowan Express, but has eliminated the program about two years ago.

Council Member Berry asked about the Retirement Supplement Program after an employee retires. Was that because of an employer trend or to save money.

City Manager Legg explained that the Separation Pay Allowance is a state law for law enforcement officers, but around the incorporation of the City, Council decided to give the benefit to all employees. Kannapolis is one of very few that does it. It pays a percentage of your salary each year upon retirement until you turn 62. It was designed a gap for law enforcement officers who

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retire early until they are eligible for social security. Mrs. Berry asked how they are not getting Social Security. Mr. Legg stated that a very long time ago, our Police Department choose not to. He said that is a whole other conversation. Mr. Smith interjected that retirement for law enforcement is 25 years and 30 for non-enforcement and is a good recruitment tool for mid-career.

Council Member Berry also would like to look at the City's contribution to the YMCA. She noted there less than 50% participation and is paying 100% for all employees. We only need to be paying one-half of that and redirect that money somewhere else.

Council Member Wilson understands one of the reasons we may have approved the agreement during COVID to help the YMCA with decreasing membership revenues. He wondered if it was adequately being promoted. If we are going to do it, should push people, but then again, he does not know where people live. Mr. Legg responded that employees are given the option each year. All they do is sign up. The membership is a full paid membership and can go to any location.

Mr. Wilson gave some background information on the history of the YMCA. Cannon Mills paid all the expenses of the YMCA until up to the year 2003 when the mill closed. Afterwards, whenever the YMCA needed repairs, the City made them. Mr. Wilson does not understand why the China Grove YMCA is in the same system, but he does not hear them having any problems. If they need repairs, they get it done. Same for the Hurley YMCA and the one located out West Cabarrus. It could be that their membership is not enough. The situation could wind up with the City handling the maintenance of the YMCA.

City Manager Legg responded as far as transit, July 10 is the planned date for City Council to discuss transit, the budget and future expansion, but can be accelerated if needed. He added that even if Council wanted to do something, could do so between now and the adoption of the budget.

Imagine Kannapolis Strategic Plan Revisit List - Parks and Recreation (Mike Legg, City Manager, Gary Mills, Parks & Recreation Director) (Copy included as Exhibit B)

Mr. Legg reminded Council at their May 8th City Council Work Session the DRAFT Imagine Kannapolis Strategic Plan Project/Initiative list was presented. At that meeting, City Council decided to put several potential projects/initiatives on a "Revisit List" to spend more time deciding if the projects/initiative warrant different priorities in the planning process. The full "Revisit List" is attached with a tentative schedule for consideration of these items. Also attached is the presentation from the May 8th meeting which includes all the projects, costs, and timing.

It is important that any additions or priority shifts that are made to the FY 24-29 Strategic Plan projects/initiatives list will require: 1) a replacement ("swapping") of the new project for an existing project (or projects) with similar estimated costs, 2) creation of a new revenue stream (a GO Bond issuance for Parks and Recreation - or other uses - is a potential discussion topic), or 3) a reprioritization of operating expenditures in the current budget structure that would be replaced with new debt service and operating expenditures for the new project. Obviously, the more expensive a project or project phase, the more complicated this solution will be.

Gary Mills, Parks and Recreation Director reminded Council of the highest-ranking priories set at

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their January meeting.

- Athletic Spaces -
  - Indoor multi-court
  - Indoor pickle ball court
- Aquatic Spaces -
  - Indoor waterpark
  - Outdoor waterpark
  - Outdoor lap pool
  - Indoor lap pool
- Fitness Spaces -
  - Indoor walking track
  - Aerobic room/exercise multi-use rooms
  - Fitness center
- Activity Areas -
  - Game room
  - Preschool gym/child watch
  - Indoor playground
- Passive Spaces -
  - Museum
  - Multi-use meeting space-Conference Room
  - Coffee Bar/Juice Bar-Café

Mr. Legg began with handout of the presentation outlining Council's options:

1. Community Recreation Center and optional strategies:
   - Construct a multiphase single site community recreation center.
   - Construct the key components of the community recreation center on separate sites across the City over a period of several years.
   - Negotiate a purchase of the existing Kannapolis YMCA and develop a plan for a multi phased renovation and expansion of the facility as a City Parks and Recreation asset.
   - Develop a long term financial and operational arrangement with the Cabarrus-Rowan YMCA that involves City investment in capital upgrades to the Kannapolis YMCA and annual operational/financial support in exchange for City control of certain assets (e.g., basketball courts for City programming) and expanded access for Kannapolis residents to the YMCA (likely through significantly expanded scholarships or other means of improving access).
   - Do nothing.
2. Eastside Park Phase 2 (potential addition of event space to gymnasium). This will likely be addressed in #1 above.
3. Greenways (Rocky River Phase 2 and Irish Buffalo Creek Phase 2). Staff assumes that there is no City Council opposition to greenway construction in general, so this discussion is probably focused on the timing and overall priorities. The following is the description of both projects and the timing in the current DRAFT Strategic Plan:

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- Irish Buffalo Creek Greenway Phase 2 consists of the next leg from Rogers Lake Rd to Safrit Park/Highway 3. This will create a connection to the downtown area via bike lanes and sidewalks along Highway 3 and will create an alternative transportation route in addition to recreation purposes. This project has a preliminary estimated cost of $1.26 million. It is currently slated in the financial plan for FY 29, which means that is the year debt service is slated to begin (summer/fall 2028). This schedule provides that design and right of way acquisition could begin July/August 2026, with construction likely in early 2027 through early 2028.
- Rocky River Greenway Phase 2 consists of the two remaining legs to connect to the existing Rocky River Greenway to the north and south, which will connect the greenway to the Town of Davidson and City of Concord greenways. This project has a preliminary estimated cost of $1.26 million. It is currently slated for construction beyond 2029. Essentially, this project is unfunded in the current financial plan.

How to Fund Options 1,2 or 3.

- Reprioritize the projects and initiatives in the draft Image Kannapolis Strategic Plan.
- Eliminate recurring programs in the current/future budgets.
- Create a new revenue stream.

Council Member Dayvault mentioned the potential of researching the current Cabarrus County Health Services facility on Cannon Boulevard (former K-mart) as a possible community center location. The location might satisfy the need for an Eastside Park facility.

Council Member Wilson commented that Council needs to decide what a "community center" is. He said it was never the intention about the idea of putting the YMCA out of business. If pursuing Option 4 is even a possibility; he has concerns about future ownership and operations, but he also acknowledges the potential opportunities on the undeveloped areas of the property.

Mayor Hinnant thinks Option 4 may be the easiest, simplest, and least expensive of all the options. References the YMCA's recent partnership with the Town of Harrisburg as a potential model to duplicate. Mayor shares that the YMCA is "begging" for an opportunity to come give a presentation to City Council about how much better they are now, compared to years ago.

Mr. Legg reminded Council that Cabarrus County is planning to construct a new Senior Center as part of the new Library at Afton.

Mr. Dayvault's biggest concern about Option 4 is the lack of control if we contribute a lot of money to a partnership. He also questions how Option 4 deals with residents who can't afford a membership.

The Mayor suggests seeing how the YMCA-Harrisburg agreements manages similar situations.

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Council Member Wilson shared a lack of concern about the current Kannapolis YMCA staff managing the facility and operations under Option 4. "It's a scary thing going into business with them. That's all I'm saying."

Council Member Dixon commented that the City of Concord Community Center offers and has strategic locations throughout the City. She would like to have the YMCA come and make a presentation.

Mayor Pro tem Kincaid would like to schedule a tour of the YMCA. He also expressed concerns about the YMCA Staff and the City's staff working well together.

Council Member Jackson would like to see the YMCA's balance sheet.

Council Member Dayvault asked follow-up questions "What is the YMCA waiting on to fix the pool roof?"

Council Member Wilson commented at one time the Kannapolis YMCA was one of the biggest YMCA's in America, alongside the largest textile mill in America. The mill underwrote the YMCA's expenses for a long time. However, since 2003, reality sunk in. There hasn't been any preventive maintenance for years. If there are issues at the China Grove YMCA or the West Cabarrus YMCA, they get it done. I don't think the Kannapolis YMCA has been able to get a grasp on what it takes to run the operations.

Mr. Legg discussed options of purchasing equity into YMCA if we partner with them.

Mayor Pro tem Kincaid added what may be a priority for this City Council now may not be a priority next December if a new Council is elected. He further added that this Council was elected to make decisions now, so he feels Council needs to decide now.

Council Member Dayvault feels Council needs a presentation from the Kannapolis YMCA because we need to know their "staying power".

Mr. Legg suggested that Council have a meeting at the YMCA for a presentation and tour afterwards.

Council Member Berry noted we need to make sure we ask the YMCA if they can dissolve the after-school programs and re-activate the senior center and programs.

Council Member Dayvault's only concern about looking at an interim solution (Option 3 or 4) is in six years if we look to expand or build a new facility, we may find ourselves continuously kicking the project down the road. If this is going to be something nice, we need to go into it wholeheartedly and do something we're proud of. Whatever we do, let's do it right, even if some of the other things on the project list needs to be put off.

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Greenway Update:
Mr. Legg explained that the two greenways are currently at the end of the planning period. The Irish Buffalo Creek Greenway start July 2026 and will be completed by early 2028. The Rocky River Greenway project is pushed beyond the year 2029.

Following a brief recess, Mayor Pro tem Kincaid made a motion to go into Closed Session pursuant to GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area. Motion was seconded by Council Member Jackson and approved by unanimous vote.

Council went into closed session at 6:10 PM.

There being no further business brought before Council, Council Member Wilson made a motion to come out of closed session. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

Council resumed regular session at 7:15 PM.

There being no further business brought before Council, Council Member Jackson made a motion to continue to the meeting to Monday, June 12, 2023, at 6:00 PM, Kannapolis City Hall. Motion was seconded by Council Member Berry and approved by unanimous vote.

The meeting recessed at 7:15PM on Wednesday, May 31, 2023.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

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Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Bridgette Bell, City Clerk

Subject: May 31, 2023 Closed Session Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Gary Mills, Parks & Recreation Director

Subject: Imagine Kannapolis Strategic Plan: Existing Park Improvements

Action Requested by City Council

Adopt Budget Amendment #23-23 appropriating cash reserves for existing park improvement projects

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The FY 24 budget presented a "watch-list" of projects to be funded that emerged from the Imagine Kannapolis Strategic Plan process. Existing park improvements is the first project proposed from the watch list to fund since some of the improvements are time sensitive and seasonal in nature. Staff is proposing to phase these projects by scope with the first phase consisting of non-building improvements and the second phase (estimated to take place in FY 26) for building construction projects.

The proposed list totals $2.327,000 and includes the following projects:

Bakers Creek Park:

- $24,000 - Replace remainder of outfield fence to match previous improvement
- $9,000 - Replace dugout fence and pour new concrete pads on the ball field
- $95,000 - Convert 2 tennis courts to 6 pickleball courts and resurface existing courts
- $10,000 - Replace roof at main office/restroom building

Pleasant Avenue Park:

- $5,500 - Wireless scoreboard for diamond field
- $175,000 - Install new lighting on a rectangle field

Safrit Park:

- $275,000 - Repave parking lot and add parking lot lighting
- $160,000 - Add (3) pickleball courts (not lighted)
- $85,000 - Repave walking path
- $250,000 - Replace playground

Village Park:

- $650,000 - Add green room/restrooms/storage
- $29,000 - Ampitheater and shelter restoration
- $30,000 - Replace exterior soffits at main building
- $25,000 – Purchase new patio furniture
- $15,000 - Train track leveling, gauging, and ballast replacement
- $4,500- Replace gutters at main building
- $4,000 - Repair/replace brickwork around light poles and shelter sidewalks
- $3,500 - Paint program room and lobby at Village Park main building
- $300,000 - Repave parking lot and entrance drive

Downtown – West Avenue

- $11,000 – Synthetic turf repair near the Swanee Theatre
- $35,500 - Synthetic Turf Repair and Replacement Putting Green
- $30,000 - Conversion of planter areas to pavers (Vance to Cannon Baller Way)
- $41,000 - Synthetic Turf installation at the Reading Room
- $60,000 – Purchase of additional tables and chairs for downtown

Fiscal Implications

This budget amendment appropriates fund balance to fund the following one-time park improvement projects listed above. This first phase handles most of the maintenance projects needed at each park. There is a seasonality, economy of scale and timing to these projects which is why they are proposed in the first phase. Future phases could include the construction of multiple buildings, which may be better suited for a debt issuance as opposed to funding via cash reserves.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt budget amendment #23-23 appropriating cash reserves for existing park improvement projects (Recommended).**
2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. BA #23-23 Existing Park Improvements

ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022
AND ENDING JUNE 30, 2023
Amendment # 23-23

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 26th day of June 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, is hereby adopted:

Description: This budget amendment appropriates fund balance to fund the following one-time park improvements projects. This first phase handles most of the maintenance projects needed at each park. There is a seasonality, economy of scale and timing to these projects which is why they are proposed in the first phase. Future phases could include the construction of multiple buildings, which may be better suited for a debt issuance as opposed to funding via cash reserves.

Bakers Creek Park:

- $24,000 - Replace remainder of outfield fence to match previous improvement
- $9,000 - Replace dugout fence and pour new concrete pads at ballfield
- $95,000 - Convert 2 tennis courts to 6 pickleball courts and resurface existing courts
- $10,000 - Replace roof at main office/restroom building

Pleasant Avenue Park:

- $5,500 - Wireless scoreboard for diamond field
- $175,000 - Install new lighting on rectangle field

Safrit Park:

- $275,000 - Repave parking lot and add parking lot lighting
- $160,000 - Add (3) pickleball courts (not lighted)
- $85,000 - Repave walking path
- $250,000 - Replace playground

Village Park:

- $650,000 - Add green room/restrooms/storage
- $29,000 - Amphitheater and shelter restoration
- $30,000 - Replace exterior soffits at main building
- $25,000 – Purchase new patio furniture
- $15,000 - Train track leveling, gauging, and ballast replacement
- $4,500- Replace gutters at main building
- $4,000 - Repair/replace brickwork around light poles and shelter sidewalks
- $3,500 - Paint program room and lobby at Village Park main building
- $300,000 - Repave parking lot and entrance drive

Downtown – West Avenue

- $11,000 – Synthetic turf repair near the Swanee Theatre
- $35,500 - Synthetic Turf Repair and Replacement Putting Green
- $30,000 - Synthetic Turf installation - 5 Rectangle Beds (Vance to Cannon Baller Way)
- $41,000 - Synthetic Turf installation at the Reading Room
- $60,000 – Purchase of additional tables and chairs for downtown

SECTION I– GENERAL FUND

Revenues:	Increase – Appropriated Fund Balance Revenue: 19900-39900	$2,301,500
Expenditure:	Increase – Repair and Maintenance: BCPK Expenditure: 15010-44300-BCPK	$43,000
Expenditure:	Increase – Capital Improvements: BCPK Expenditure: 15010-59400-BCPK	$95,000
Expenditure:	Increase – Capital Improvements: DIXIE Expenditure: 15010-59400-DIXIE	$180,500
Expenditure:	Increase – Capital Improvements: SAFPK Expenditure: 15010-59400-SAFPK	$520,000
Expenditure:	Increase – Capital Machinery and Equipment: SAFPK Expenditure: 15010-59500-SAFPK	$250,000
Expenditure:	Increase – Capital Improvements: VILPK Expenditure: 15010-59400-VILPK	$650,000
Expenditure:	Increase – Capital Improvements: VILPK Expenditure: 15010-59400-VILPK	$300,000
Expenditure:	Increase – Repair and Maintenance: VILPK Expenditure: 15010-59400-VILPK	$111,000
Expenditure:	Increase – Repair and Maintenance Expenditure: 15010-44300	$152,000

This ordinance is approved and adopted this 26th day of June 2023.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Gary Mills, Parks & Recreation Director

Subject: Imagine Kannapolis Strategic Plan: Gem Theatre Improvements

Action Requested by City Council

Adopt a Budget Amendment #23-24 appropriating cash reserves for the Gem Theatre Improvements.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The FY 24 budget presented a "watch-list" of projects to be funded that emerged from the Imagine Kannapolis Strategic Plan process. Improvements to the Gem Theatre ranked high as a priority. The next phase of renovations includes improvements to the movie experience. This will include: the replacement of the seats, screen, sound and projector as well as fixing the ceiling, paint, floors, curtains, stage and floors to improve the patron's experience. In addition, the Staff is recommending the addition of an E-gaming/E-Sporting arena to take place.

Fiscal Implications

This budget amendment appropriates fund balance to fund the following one-time improvements to the Gem Theatre.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt budget amendment #23-24 appropriating cash reserves for Gem Theatre Improvements (Recommended).**
2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. BA #23-24 Gem Theatre

ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022
AND ENDING JUNE 30, 2023
Amendment # 23-24

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 26th day of June 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, is hereby adopted:

Description: The FY 24 budget presented a "watch-list" of projects to be funded that emerged from the Imagine Kannapolis Strategic Plan process. Improvements to the Gem Theatre ranked high as a priority. The next phase of renovations includes improvements to the movie experience. This will include: the replacement of the seats, screen, sound and projector as well as fixing the ceiling, paint, floors, curtains, stage and floors to improve the patron's experience. In addition, staff is recommending the addition of an E-gaming/E-Sporting arena to take place.

- $1,200,000 – Improvements to the movie experience. This includes replace seats, replace screen, replace sound, replace projector; fix ceiling, paint, floors, curtains, stage, floors.
- $50,000 - E-Gaming/E-Sporting arena Upgrades. This includes seating and technology.

SECTION I– GENERAL FUND

Revenues:	Increase – Appropriated Fund Balance Revenue: 19900-39900	$1,250,000
Expenditure:	Increase – Capital Improvements: Expenditure: 10000-59400-GEM	$1,250,000

This ordinance is approved and adopted this 26th day of June 2023.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Sherry Gordon, Community Development Program Administrator

Subject: FY2023-2024 CDBG non-profit grant recommendations

Action Requested by City Council

Motion to approve the Community Improvement Commission for Community Development's funding recommendations for area nonprofit organizations to receive FY 2023-2024 CDBG Public Service funds.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

As a HUD Entitlement City, we can budget up to 15% of our annual grant allocation for nonprofit public service activities that benefit low and moderate income residents. We received 28 applications. The Community Improvement Commission reviewed and recommends funding 19 of these organizations based on the use of funds and track record of the agencies.

Fiscal Implications

The City's FY 2023-2024 CDBG budget includes $58,000 for nonprofit service contracts. No additional funding appropriation is required.

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1) **Approve the non-profit service activity recommendations as presented (Recommended)**
2) Adjust the amounts of funding for nonprofit organizations.
3) Do nothing. The City is not required to fund any nonprofit organizations with CDBG funds.

Attachments

1. 2023Background-application

CDBG Nonprofit Funding Recommendations
FY 2023-2024

Background: As a HUD Entitlement Kannapolis can budget up to 15% of its annual grant allocation for Public Service activities that are made available to low and moderate income residents of Kannapolis and are carried out by non-profit agencies. We will receive $397,437 in CDBG funds. This year, the amount made available for public services is $58,000. ($54,000 allocated for grant applicants - $3,000 for KFD to purchase residential lock boxes and $1,000 discretionary funds) Requests for proposals were advertised to area non-profit organizations and we received 28 applications. The following agencies applied for funding:

Agency	Requests	Recommendation	Activity Description
Academic Learning Ctr	$5,000	$4,000	Funds requested would be used to pay stipends for certified teachers to deliver instruction after school hours, to purchase instructional materials; novel reading sets, etc. as well as pay busing cost. (Goal is to serve 214)
Academy Closet	$8,000	0	Funds to be used for workforce readiness development program. Funds to be used to acquire a space and equipment. (Goal is to serve 25)
***AYA House, Inc.**	$5,000 Sustaining $15,000 New	$4,000 sustaining	$5,000 – The funds will be used to cover rent, utilities & operating expenses for transitional homes. (Goal is to serve 40) $15,000 - Funds will be used for new program to assist older men with substance use disorder, physical and mental health disabilities experiencing homelessness who are ineligible for shelters or long term treatment programs. Funds will help pay for operating costs including rent, utilities, transportation, salaries for peer support, supplies and cost of classes, court costs, etc. (Goal is to serve 6)
Big Brothers Big Sisters	$5,000	$2,500	Funds will be used to help support match activities for community volunteers and children with an intentional focus to fie our children mental health strategies and support, problem solving skills & help explore post high school pathways for upward mobility. (Goal is to serve 125 students)
Cabarrus Health Alliance	$5,000	$2,500	Funds to be used to provide comprehensive dental health services to Title I Kannapolis City Schools who are uninsured. (Goal is to serve 20 students)
Classroom Central	$5,000	$2,500	Funds will be used to supplement the Free Store, (Mobile Free Store) program to provide school supplies to KCS teachers. (Goal is to serve 3300 students)
Conflict Resolution	$5,000	$2,500	Funds to be used to sustain the crime prevention services for 6 different programs. Funds will help cover salaries and overhead expenses for Teen Court and Truancy program. (Goal is to serve 75 households)
Cooperative Christian Ministry	$5,000	$3,000	The funds will be used to support staff salaries to assist individuals and families in crisis, with a goal of avoiding utility shutoffs, evictions. (Goals is to serve 280 households)
El Puente Hispano	$5,000	$2,500	Funds to be used to assist Hispanic families improve school performance and provide tools to eliminate barriers. (Goal is to serve 120 households)
Faith Fellowship Church of God	$15,000	0	Funds to be used to provide mental and emotional help through counseling and online support for youth and adults. (Goal is to serve 250)

Families First	$5,000	$2,500	Funds will be used to cover cost associated with ParentChild+ CORE and Family Home Childcare program/evidence based preschool (Goal is to serve 25)
In Bloom Advocacy	$5,000	$2,500	Funds to be used to support families with a need for non-attorney education advocacy. (Goal is to serve 5)
Main St Market	$15,000	$6,000	Funds to be used to provide an equitable market to access healthy, local, fresh foods to community and beyond. Funds will aid in employment, job training, utilities, supplies and promotional expenses.. (Goal is to serve 449)
Mint to Be of the Carolinas	$15,000	0	Funds to used to provide postpartum counseling, postpartum support groups, doula services, salaries and supplies. (Goal is to serve 50)
Meals on Wheels Rowan	$5,000	$2,500	Funds to be used to provide meals to homebound seniors. (Goal is to serve 30 households)
Jr. Charity League	$5,000	$2,500	Funds to be used to provide uniforms, coats, shoes to KCS students in need. (Goal is to serve 300)
Prosperity Unlimited, Inc.	$5,000	$2,500	Funds will be used to pay cost of providing comprehensive housing counseling. (Goal is to serve 50 households)
Raised Ministries	$5,000	$2,500	Funds to be used to support community garden. Funds will be used to purchase a shipping container to store farming tools and supplies. (Goal is to serve 335)
Rock Hill Community Development Corporation	$15,000	0	Funds to be used for a Senior Adult Program which provides seniors with active social and wellness activities. Funds will be used to purchase equipment and supplies. (Goal is to serve 15)
Rowan Helping Ministries	$5,000	$2,500	Funds to be used to assist with Crisis Asst program; rent, utilities for Rowan County residents. (Goal is to serve 10)
STUDIO	$5,000	$2,000	Funds to be used to support Project Uplift which offers support and assistance to students and families who are homeless or at risk of homelessness. Funds to assist with salaries, office space and operations. (Goal is to serve 238)
Unique Alternatives	$10,000	0	Funds to be used for one on one life skills programs for ages 14 to young adult. Promote self-sufficient and productive daily living skills. (Goal is to serve 40)
Vision for Life	$5,000	$2,000	Funds to be used for mentoring and parenting program. (Goal is to serve 15)
Walking in Harvest	$5,000	$3,000	Funds to be used for healthy food service training program. (Goal is to serve 2,000)

NOTE: *Applied for both grants

Evaluation: We received **28** applications for a total of **$ 183,000** with (1) agency submitting applications for both grants. (3 applications not listed above were received after deadline)

Recommendation: The Commission recommends funding 19 eligible agencies for FY2023-24 as listed in the chart above.

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Mike Legg, City Manager, Walter Safrit, City Attorney

Subject: Public Hearing Relating to Lease and Option To Purchase Swanee Theatre

Action Requested by City Council

1. Hold Public Hearing
2. Consider Resolution to Authorize City Manager to Execute Lease with Option to Purchase Swanee Theatre

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Property is the Swanee Theatre located in the City's Central Business District. The Lease provides for the conveyance of the Property as a proposed downtown development project for the purpose of (i) improving economic development of the community, (ii) promoting commercial construction, (iii) providing employment to support the needs of the surrounding community, and (iv) continuing the positive impact and significant effect on the revitalization of downtown Kannapolis, North Carolina.

The City proposes to lease the Property to Developer for $48,000 annually for three years plus additional rent for insurance costs. The Lease Agreement will include an option to purchase the Property at its fair market value of $567,000. The City will provide a construction loan in an amount being the lesser of one-half of the construction costs or $950,000 with interest at three percent annually secured by a first deed of trust. Upon exercise of the option to purchase, the City will accept a purchase money note and deed of trust due and payable in 18 months for the amount of $467,000 without interest.

Fiscal Implications

Fiscal considerations are stated in the Background section.

Policy Issues

None

Legal Issues

The public hearing and Council approval is necessary for authority for City Manager to Execute

Recommendations and Alternate Courses of Action

1. **Motion to approve Resolution (Recommended)**
2. Amend Resolution followed by Adoption.
3. Fail to Approve the Resolution.
4. Defer action to a future meeting.

Attachments

1. Resolution Authorizing Lease With Option To Purchase (West Ave Entertainment, LLC)
2. Commercial Lease with Option to Purchase (West Ave Entertainment) Exhibits included
3. Notice of Public Hearing Lease with Option to Purchase (West Ave Entertainment LLC)

Resolution # _____

CITY OF KANNAPOLIS
RESOLUTION
AUTHORIZING LEASE AND OPTION TO PURCHASE
OF REAL PROPERTY
FOR ECONOMIC DEVELOPMENT

WHEREAS, North Carolina General Statute § 160D-1312 authorizes a City to undertake an economic development project by conveying property interests to an entity in order to promote the entity to locate or expand its operations within the City; and

WHEREAS, the City of Kannapolis ("City") is the owner and developer of the building (the "Building") at 100 West Avenue within the Downtown Redevelopment Area of the City; and

WHEREAS, the City and West Ave Entertainment, LLC ("West Ave Entertainment") have engaged in private negotiations for a lease with provisions for an option to purchase for the Building, to the end that West Ave Entertainment will lease the Building for entertainment retail and food and beverage facilities and have reached tentative agreement on the terms of a lease and option to purchase (collectively, the "Lease"); and

WHEREAS, the City Council of the City has held a public hearing to consider whether to approve the Lease to West Ave Entertainment.

THEREFORE, the City Council of the City of Kannapolis hereby RESOLVES that:

1. The City Manager is authorized to execute the necessary documents to enter into the proposed Lease with West Ave Entertainment for the Building located at 100 West Avenue as shown in the Lease and Option to Purchase attached hereto as Exhibit "A".

2. The proposed Lease with West Ave Entertainment will stimulate downtown redevelopment, local economy and promote downtown business.

3. The proposed use and development of the Building is for the following commercial and entertainment purposes:

a) An Entertainment Venue.
b) Special Events Venue.

4. Tenant will accept the Building in as-is condition and will build-out space at Tenant's cost and expense subject to an initial short-term reconstruction loan from the City of an amount being the lesser of one half of the construction costs or $950,000.

5. The Building will be leased at fair market value rent of $40,000 annual plus insurance costs. Tenant will sign a personal Guaranty for all lease payments throughout the term.

6. The City and West Ave Entertainment will enter into an Option to Purchase under the conditions stated in Exhibit “A”.

7. The City Manager is authorized to execute the Lease and all documents reasonably necessary and customary to consummate this transaction subject to such modifications that are consistent with the general intent of the presented documents and this Resolution.

Adopted this 26 day of June, 2023.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into this the __ day of June 2023, by and between the City of Kannapolis, a North Carolina municipal corporation, (referred to as "Landlord") and West Ave Entertainment, LLC, a North Carolina limited liability company ('Tenant'). This Lease Agreement is made and entered into pursuant to the provisions of North Carolina General Statute Section 160D-1312.

WITNESSETH:

Landlord, in consideration of the rents to be paid, hereby leases, and lets to Tenant and Tenant accepts and hires from Landlord, for the following term and upon the following conditions, the building of approximately 13,194 square feet containing first and second floors and basement space (the "Building") located at 115 West Avenue, Kannapolis, North Carolina shown as Lot 2 on Exhibit "A", which is the plat recorded in the Deed Book 92 at Page 19 in the Cabarrus Registry and incorporated as a part of the Lease. The Building is located among several buildings owned by Landlord are within the area shown on Exhibit "B" attached hereto (the "Downtown Site" or "Site"). No reserved parking space or exterior space is included.

1. **Term**. The first day of the term of this Lease (the "Commencement Date") shall begin August 1, 2023. The leasehold interest granted herein shall expire on midnight of July 31, 2026. This term of the Lease shall be referred to in this Lease Agreement as the "Term." Tenant has inspected the Building and acknowledges that it is in a condition acceptable for the purposes Tenant intends for its business. The Building is accepted by Tenant in "As-Is" "Where-Is" condition.

2. **Renewal Term**. Tenant shall have no right to renew this Lease.

3. **Rent**. Tenant shall pay, without notice or demand therefor, to the Landlord monthly rentals, paid in equal monthly installments, as follows:

(a) All rental payments hereunder shall be due on the first day of each calendar month. All rental payments hereunder shall be paid by cash or check and shall be mailed or hand delivered by the fifth day of each month to the Landlord at 401 Laureate Way, Kannapolis, North Carolina 28081 or to such other person or address as the Landlord shall, by written notice request.

(b) Rent has been established by appraisal and is offered at fair market value for the period beginning with the Commencement Date and continuing through the Term, the annual rental shall be calculated as follows:

The aggregate monthly Rent is _____ together with Additional Rent as prorated insurance in accordance with Section 4 hereinafter.

(c) Each LLC member of Tenant shall sign a personal Guaranty for all lease financial obligations throughout the Term.

(d) Rent is subject to the late payment provision of Section 24(g).

(e) The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement day of the calendar month next following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first day of the first Lease Year.

4. **Insurance as Additional Rent.**

(a) In addition to the Rent to be paid by Tenant, during the Term, Tenant shall pay to the Landlord as Additional Rent an amount equal to the "Landlord Insurance."

(b) "Landlord Insurance" shall mean the insurance carried by Landlord pursuant to Paragraph 14 of this Agreement

5. **Signs**. Tenant may, at Tenant's expense, place or attach to the Building signs or other such identification or advertisements as are approved by Landlord and permitted by local codes and ordinances. Landlord may require that any such signs or other forms of identification or advertisements be reasonable in terms of location and dimension. Any damage caused to the Building by Tenant while erecting or removing such signs will be repaired promptly by Tenant. Tenant at its expense shall have all window or glass identification signs or decals completely removed and cleaned promptly upon vacating the Building.

6. **Use, Operations and Obligations.**

(a) Tenant accepts the Building in "as-is" condition and will build-out at Tenant's sole cost and expense except as otherwise provided herein. Tenant's work shall conform to all applicable governing codes and commercial trade best practices. Tenant has constructed and equipped the Building in accordance with plans and specifications approved by Landlord prior to commencement of construction. Work has been and will be completed by a licensed, bonded, and insured General Contractor.

(b) In addition to other obligations of the Tenant under this Lease, during the term of this Lease Agreement, Tenant shall:

(1) use and develop the Building only for business purposes reasonably related to and in substantial and material compliance with the following:

a) Live Performance Theatre

b) Special Event Venue

(2) not use the Building for any unlawful or immoral purposes or occupy it in such a way as to constitute a nuisance to neighboring facilities; and,

(3) keep the Building including the exterior, glass, office space, and work areas in a clean, sanitary, and presentable condition and,

(4) dispose of all garbage and waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste, and other refuse; and,

(5) use and maintain in a proper and reasonable manner all electrical, plumbing, elevator, doors, windows, sanitary, heating, ventilating, air conditioning facilities and equipment, and other facilities and appliances, if any, furnished as a part of the Building; and,

(6) permit Landlord or its agents to enter the Building during reasonable hours for the purpose of (i) inspecting the Building and Tenant's compliance with the terms of this Lease; (ii) make such repairs, alterations, improvements or additions thereto as are required of Landlord; and (iii) show the Building to prospective purchasers or tenants (Landlord shall have the right to display "For Sale' or "For rent" signs in a reasonable manner upon the Building during the last 120 days of the Term; and,

(7) pay the costs of all utility services to the Building, including, but not limited to, water, electric, telephone, and gas services and pay all expenses associated with heating the Building, including, but not limited to, gas or electrical charges. Tenant shall be responsible for arranging for utility service to the Building directly with the supplier of such service and for payment of any deposits or other charges relating to such services; and,

(8) remove snow and ice from all walkways and steps on the Building; and,

(9) during the Term at its sole cost and expense, Tenant shall:

a) assume responsibility for maintenance and repair of the Building, (excluding Landlord's repair obligations) janitorial service, and replacement of light bulbs, fluorescent lights, and ballasts; and,

b) repair all accidental breakage of windows and glass; and,

c) make all repairs caused by its negligence which are not covered by insurance; and,

d) procure and maintain a preventive maintenance contract for the heating, ventilation and air conditioning system, evidence of which shall be provided to Landlord upon request.

(c) Landlord's Repair Obligations. During the Term, Landlord agrees at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements:

(1) to the structural components of the Building, which term shall expressly include the roof, walls, floors, and foundations; and

(2) to the water, sewerage, gas, electrical, plumbing services, and other utility lines up to the point of entry into the Building; and

(3) to the storm water drainage system for the Building, including any piping, swells, or other means of directing storm water.

(d) As an inducement and consideration for Tenant's renovations and revitalization investments in the Downtown Site associated with this Lease, the parties acknowledge that proposed and completed improvements to the Building are beneficial to the Building and the Downtown Site. Therefore, Landlord shall provide a loan, in accordance with and as provided by this provision, for reimbursement of structural and aesthetic improvements ("Improvements") made or to be made to the Building.

(1) Tenant reviewed with Landlord its rehabilitation plans and specifications for the Improvements to the Building. Much of the Improvements have been completed and accepted by Landlord.

(2) Landlord has agreed to lend Tenant an amount not to exceed one-half of the Improvements costs, not to exceed $950,000.00, secured by a promissory note bearing interest at the annual rate of three percent (3%) per annum, guaranteed by all members of the Tenant limited liability company, upon proof of reasonably related expenses including but not limited to construction, design, engineering and legal fees incurred in completion of Improvements to the Building, due and payable as provided herein.

(3) The loan shall be due and payable on or before the end of the Term of the Lease as provided in Section 1 hereinabove or upon acquisition of title to the Building whichever shall first occur pursuant to Section 40 hereinafter.

7. **Alterations**. Tenant may, without Landlord's consent, make alterations, additions, or improvements (collectively, "Alterations") to the Building that do not alter the structure of the Building and which costs do not exceed One Thousand ($1,000.00) Dollars, exclusive of the cost to provide trade fixtures and other movables. All other Alterations to the Building shall be made only pursuant to plans and specifications approved by Landlord, which approval shall not be unreasonably withheld. All Alterations to the Building shall be accomplished in a good and workmanlike manner in compliance with applicable laws by contractors selected and employed by Tenant. Improvements and Alterations shall not he considered waste.

All Improvements and any Alterations to the Building shall become Landlord's property without compensation to Tenant upon installation in the Building except for the following, which shall be Tenant's property: (a) furniture and moveable equipment that is not attached to the floors, walls or ceiling of the Building; (b) even though attached to any part of the Building, furnishings such as pictures or

drapes that are attached only by hooks or hangers; and (c) any other fixtures, equipment, or other items, regardless of the manner of attachment, that are used primarily in Tenant's trade or business, including, but not limited to computers, telecommunications and information processing equipment, antennas, built-in vaults, cabinets, counters, or display cases that can be removed as a separate physical unit, video, film, and audio equipment, raised flooring, and icemakers, drink dispensers, refrigerators, and other kitchen equipment that can be removed as a separate physical unit. Tenant may remove any of its property at any tine during the Term, or at its option, Tenant may abandon any of its property at the end of the Term by vacating the Building without removing the property it chooses to abandon. If Tenant elects to remove any of its property, Tenant shall not be required to remove pipes, wires, or other materials originating from the walls, ceilings, or floors as long as Tenant properly cuts, disconnects, and caps or seals the pipes and wires in a safe and lawful manner, but Tenant shall repair all other damage to the Building caused by Tenant's removal of its property from the Building and restore the Building to the condition existing prior to the installation of the equipment so removed. Landlord shall not construct or permit any Alterations to the Building, which may materially affect Tenant's use of the Building, without Tenant's prior written consent, which shall not be unreasonably withheld.

8. **General List of Conditions**. This Lease is made by the Landlord and accepted by the Tenant subject to the following:

(a) This Lease is and shall be subordinate to future mortgages and deeds of trust placed against the Building; and

(b) The zoning laws now in effect concerning the Building, as defined in the ordinances of Kannapolis, North Carolina; and

(c) Any recorded restrictive covenants, conditions and restrictions effecting the Building.

9. **Compliance with Laws**. Except for items under Tenant's control, Landlord shall obtain and keep in force all certificates of occupancy and other governmental permits or licenses required to permit Tenant lawfully to use and occupy the Building. Tenant shall comply with all laws, ordinances, rules and regulations insofar as they pertain solely to the particular manner in which the Tenant shall use the Building and Tenant represents and warrants that its use and occupancy of the Building shall comply with any private covenants, conditions and restrictions and that Tenant shall not use the Building for the treatment or disposal of Hazardous Waste. Tenant shall indemnify and hold Landlord harmless against all loss, liability, cost or expense (including fines and penalties, attorneys' fees and court costs), or any claims therefor, resulting from non-performance or violation of any agreement, representation or warranty in this Section 9; the obligation to comply in every other case, including those cases where such laws, ordinances, rules and regulations require repairs, alterations, changes or additions to the Building, or any part thereof, not caused by Tenant's particular use thereof, is expressly assumed by Landlord

Landlord, to the best of the knowledge of the City Manager, represents and warrants that the Building and the use and occupancy of the Building as contemplated by this Lease comply fully with any private covenants, conditions, and restrictions and with all laws, ordinances, and other governmental requirements, and that the Building are free of asbestos or any other Hazardous Waste to the best of his knowledge. Landlord shall indemnify and hold Tenant harmless against all loss, liability, cost, or expense (including fines and penalties, attorneys' fees, and court costs), or any claim therefor, resulting from nonperformance of violation of any agreement, representation, or warranty in this Section 9.

10. **Acknowledgement of Landlord Activities.** Tenant acknowledges and accepts that throughout the year the Landlord, as a municipal corporation, conducts activities, including but not limited to, an annual Summer Concert Series for Village Park performances, Veteran's Park live performances, Atrium Health Ballpark live performances and other Landlord approved or permitted festivals and celebratory live performances and activities at or near the Downtown Site, which may compete with Tenant's activities from time to time.

11. **Ad Valorem Taxes:** Tenant shall pay when due all taxes levied or assessed against Tenant's personal property in or upon the Building.

12. **Landlord's General Representations and Warranties.** The Landlord makes the following representations and warranties:

(a) There are no unpaid ad valorem taxes.

(b) Landlord has no knowledge of: (1) any condemnation proceedings or proposed proceedings against the whole or any part of the Building; (2) zoning proceedings or proposed zoning proceedings against the Building; or (3) any litigation or claim against the Building which would, if adversely decreed, have a material effect on the Building.

(c) Landlord has no knowledge of and no reason to believe that any landfillling or chemical production has occurred on the Building or that the Building have been used for the storage, treatment or disposal of chemicals or any wastes, toxic materials, or other Hazardous Waste.

(d) Landlord has not received any notice from any governmental authority of any violation of any ordinance, statute, rule, order, regulation, or requirement with respect to the Building nor is Landlord aware of being in violation of any such ordinance, statute, rule, order, regulation, or requirement.

(e) There are currently no deeds of trust, mortgages, or security interests encumbering the Building.

(f) There are private restrictive covenants, conditions and restrictions of record affecting the Building.

(g) Landlord warrants that current zoning permits Tenant's intended use of the Building.

All representations and warranties contained herein shall be deemed to be restated as of the Commencement Date with the same effect as though such representations and warranties had been made on the Commencement Date. The Landlord represents and warrants that the representations and warranties of Landlord in this Agreement, and the information contained in the exhibits hereto, are true to the best of their knowledge, accurate and complete and contain no untrue statements of material fact or omit to state material facts necessary to make the representations and warranties, and the exhibits hereto, not misleading. All representations made in this Section 12 shall expressly survive the termination of this Lease Agreement for a period of three years.

13. **Landlord's Right of Entry**. Landlord shall have the right, upon reasonable notice, to enter and to grant licenses to enter the Building at any time and for such lengths of time as are reasonable (a) to inspect the Building, (b) to abate any condition which constitutes a violation of any covenant or condition of this Lease or (c) to complete such repairs or maintenance as are required of Landlord hereunder. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease and no such entry shall of itself without affirmative proof of negligence on the part of Landlord render Landlord liable for any loss of or damage to the property of Tenant.

14. **Insurance**. Except as otherwise provided in this Section, insurance policies meeting the following requirements shall be obtained and kept in force throughout the Term:

(a) Landlord shall carry all-risk property damage insurance, including fire, extended coverage, vandalism, and malicious mischief on the Building in an amount not less than full replacement cost, which policy shall at Landlord's option contain provision for reimbursement or lost rents in the event of such casualty. Landlord shall provide to Tenant, upon Tenant's request, a copy of said policy of insurance provided herein.

(b) Tenant shall carry comprehensive public liability and property damage insurance with limits of liability of not less than $500,000 per person, $1,000,000.00 per occurrence, and $50,000.00 for property damage, naming Landlord as an additional insured.

(c) Tenant shall carry, at its own expense, and pay all premiums for insurance to cover any and all casualty losses or damages to its personal property, trade fixtures, and merchandise located on the Building.

(d) All required policies shall be underwritten by insurers who have a general policy holder's

rating of not less than A and a financial rating of class "A" as stated in the most current available Best's Insurance Reports, who are licensed to do business in the State of North Carolina, and who are authorized to issue the policies. The party required to carry insurance shall deliver to the other party certificates of insurance prior to the Commencement Date and renewal certificates not less than ten (10) days prior to the expiration of the previous policies. All policies carried by one party shall contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or termination. All liability policies that cover multiple insured parties shall contain a provision stating that the policy shall apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each, except with respect to limits of liability. Copies of all required policies or appropriate ACORD certificates must be presented at or before execution of this Agreement.

(e) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any rights of recovery, claims, or causes of action, against the other or the other's personnel for any loss or damage that may occur to the Building of the waiving party by reason of fire, the elements, or any other cause that is insured against under the terms of fire and extended coverage insurance policies regardless of cause or origin, including negligence of the other party or its Personnel, and agrees that no insurer shall hold any right of subrogation against the other party. All policies of insurance shall be appropriately endorsed as needed to effectuate the foregoing waiver.

(f) Except for loss or damage to property covered by its waiver in Subsection (e) immediately above, Tenant shall defend, save harmless and indemnify Landlord against all loss, liability, damage, cost or expense (including attorney's fees and court costs), or any claim therefor, (i) arising from the omission, fault, willful act, negligence or other misconduct of Tenant or its agents or employees, or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease.

(g) Except for loss or damage to property covered by its waiver in Subsection (e) above, Landlord shall defend, save harmless and indemnify Tenant against all loss liability, damage, cost or expense (including attorney's fees and court costs), or any claim therefor, (i) arising from the omission, fault, willful act, negligence or other misconduct of Landlord or its agents or employees, or (ii) resulting from the failure of Landlord to perform and discharge its covenants and obligations under this Lease.

15. **Casualty Damage**.

(a) If the Building or any part thereof shall be damaged or rendered untenantable by fire, wind, storm or other casualty, and this Lease is not terminated pursuant to any provision of this Section 15, Landlord shall, with due diligence, proceed to repair such damage, to the standards of the original Plans and Specifications, as speedily as practicable. The parties shall cooperate with each other with respect to efforts to collect any insurance proceeds payable on account of such damage or destruction.

(b) The Rent and Additional Rent shall be equitably abated to the extent that the Building shall have been rendered untenantable, from the date of the damage to the date that the Building shall no longer be untenantable; provided that if Tenant reoccupies a portion of the Building during the period of repair, the rent allocable to such reoccupied portion, based upon the proportion which the reoccupied portion of the Building bears to the total area of the Building, shall be payable by Tenant from the date of such occupancy. Equitable abatement shall be made for casualty loss preventing use of the Building for storage, parking, or access.

(c) Landlord shall restore the Building as expeditiously as reasonably possible. If the Landlord does not restore the Building to the condition they were in prior to the damage, within one hundred eighty (180) days from the date of the damage, Tenant may, in addition to any remedies available to it, give thirty (30) days notice of termination of the Lease. If the restoration is not substantially completed within such thirty (30) day period, this Lease shall terminate on the date set forth in the notice. If the Lease is terminated pursuant to this Section 15, Tenant's obligation to pay rent shall cease on the date the damage occurred.

(d) If damage occurs during the Term which renders the Building untenantable, then Tenant shall have the right to terminate this Lease, by giving at least thirty (30) days notice of such termination, within sixty (60) days after the date damage occurs. If such notice of termination shall be given, this Lease shall terminate as of the date provided in such notice whether or not the Term shall have commenced with time same effect as if that date were the Expiration Date.

(e) Notwithstanding the foregoing, Landlord shall have no duty to rebuild if damage to the Building is in excess of 50 percent.

(f) Tenant shall be responsible for repairing any damage to any part of the Building caused by Tenant or Tenant's employees. Any repairs shall restore the damaged part of the Building to as good a condition as it was in immediately prior to the damage. Notwithstanding the foregoing, Tenant shall have no liability for the repair of any damage (a) that could be covered by insurance that Landlord is required to carry pursuant to this Lease or (b) that results from any defect in design or construction or that is otherwise attributable to any extent to Landlord's negligence or misconduct.

16. **Condemnation**. If substantially all the Building is condemned or taken for public use, this Lease shall terminate as of the date of taking of possession by the condemning authority. If less than substantially all the Building is condemned or taken, for public use, and if such taking would materially interfere with Tenant's use of the Building, and if Tenant reasonably determines that as a result the Building will become unfit for Tenant's normal use, Tenant may, at its option by written notice to Landlord, terminate this Lease as of the date of the condemnation or taking. Unless so terminated, this Lease shall continue in full force and effect, the Rent, and any other sums payable by Tenant shall be reduced in proportion to the area of the Building condemned or taken, and Landlord shall, as soon as reasonably possible, restore the Building and other parts of the Building as nearly as possible to their former condition. Tenant shall be entitled to appear, claim, prove, and receive in the condemnation proceeding any award for the value of Tenant's unexpired Leasehold estate, any loss or damage to Tenant's property, and any other damages, so long as Tenant's award does not reduce Landlord's award. "Substantially" herein shall mean such a taking that the Building are rendered unfit for the operation of its business.

17. **Quiet Enjoyment**. Landlord represents and warrants to Tenant that it has or will acquire before the Commencement Date, good and indefeasible fee simple title to the Building and the full right, power, and authority to enter into and perform this Lease. So long as Tenant is not in material default hereunder, Landlord covenants that Tenant shall peacefully and quietly have, hold, and enjoy the Building and all appurtenances and other rights under this Lease without hinderance, claim, or interference by Landlord or any other person, and Landlord shall take all necessary steps to secure and to maintain such quiet and peaceful enjoyment by Tenant.

18. **Subordination and Non-Disturbance**. Landlord represents and warrants to Tenant that there are no existing mortgages, deeds of trust, ground Leases, or other encumbrances on the Building that are superior to this Lease that have not been disclosed to Tenant, and that all existing mortgagees, trustees, ground lessors, or other holders of encumbrances of the Building that are superior to this Lease have executed and recorded nondisturbance agreements acceptable to Tenant. Tenant agrees to subordinate this Lease to any future mortgage, deed of trust, ground Lease, or other encumbrance of the Building on the condition precedent that the mortgagee, trustee, ground lessor, or other holder executes and records an agreement reasonably acceptable to Tenant providing that so long as no event of default by Tenant has occurred, Tenant's occupancy, possession, and other rights under this Lease shall not be disturbed, and shall survive any and all actions taken by, the mortgagee, trustee, ground lessor, or other holder. Tenant agrees to attorn to and recognize any successor to Landlord pursuant to any mortgage, deed of trust, ground Lease, or other encumbrance of the Building.

19. **Transfer by Landlord**. Landlord shall have the right to transfer or assign the Building and any of its rights under this Lease. No transfer or assignment by Landlord shall release Landlord from any liability or obligation to tenant for the payment of any allowance or other sum of money. If Landlord's transferee or assignee assumes Landlord's obligations, Landlord shall remain liable for all existing liabilities or obligations due and payable through the date of such transfer or assignment and shall be

released from any future obligations. Within ten (10) days of transfer or assignment, Landlord shall provide written notice of same to Tenant, which notice shall authorize and hold Tenant harmless for payment of rents to transferee or assignee.

20. **Transfer by Tenant**. Tenant shall have the right to sublease all or any part of the Building, to assign this Lease in whole or in part, and to otherwise transfer or encumber its interest in this Lease and the Building to (a) any party who is an "affiliate" of Tenant within the meaning of the Securities Act or 1933, as amended, and applicable regulations thereunder, or (b) any successor by merger, consolidation, or other action to Tenant or its affiliates. Except as provided in the preceding sentence, Tenant shall not sublease any part of the Building or assign or otherwise transfer this Lease in whole or part except with the express written consent of Landlord, which consent shall not be unreasonably withheld (based upon the financial strength of assignee, the experience and stability of assignee, and the intended use of assignee) or delayed.

If Tenant wishes to exercise its right to sublease or assign, Tenant shall notify Landlord of the proposed sublease or assignment stating the name of the proposed subtenant or assignee, the nature of its business, and the effective date of the sublease or assignment and transmit financial and business data for the purposed subtenant or assignee. Landlord shall notify Tenant a writing thirty (30) days after receipt of Tenant's notice if Landlord believes that the proposed sublease or assignment would be in violation of this Section, but otherwise, Landlord shall have waived any right it may have to object to the sublease or assignment. No assignment or subleasing shall release Tenant from any liability or obligation under this Lease.

21. **Status Certificates.** Upon not less than fifteen (15) business days' prior written request by Landlord, Tenant shall execute a written statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified, and identifying the modifications), the dates to which Rent has been paid, whether any default is known to Tenant and the nature of the default, if any, and such other matters concerning this Lease as may be reasonably requested. No such statement shall waive any rights or claims Tenant may have.

22. **Delivery of Records**. At the Commencement Date, Landlord shall deliver to Tenant the following:

(a) Originals of all agreements, licenses, etc., in the possession of Landlord relating to the operation of the Building; and,

(b) All other instruments described herein or reasonably necessary to consummate the transaction contemplated by this Lease Agreement.

23. **Agent of Landlord**. Landlord may from time to time appoint an agent to receive any notices which the Tenant agrees to give Landlord under this Lease. The Landlord agrees to give written notice to Tenant of the appointment of any such agent. Any agent so appointed shall have the same right to reenter the Building as does Landlord under Section 13 hereof.

24. **Default and Remedies**.

(a) Tenant's Default. Each of the following shall be an event of default by Tenant:

(1) Tenant fails to pay any installment of the Rent, Additional Rent or any other sum of money owing to Landlord when due, and the failure continues for fifteen (15) days or more after Tenant receives written notice from Landlord.

(2) Tenant fails to comply with any provision of this Lease not relating to payment of the Rent, Additional Rent, or other sums of money owing to Landlord, and the failure continues for a period of thirty (30) days or more after Tenant receives written notice from Landlord (except that if compliance cannot reasonably be achieved within the thirty (30) day period, there shall be no event of default so long as Tenant promptly attempts and diligently and continuously pursues actions intended to bring about compliance); provided, however, that if Tenant has not complied within ninety (90) days after such failure to comply first occurred, then an Event of Default shall be deemed to exist.

(3) If Tenant shall file a petition in bankruptcy or shall take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof, or if Tenant proposes any dissolution, liquidation, financial reorganization or recapitalization.

(4) If Tenant's interest in this Lease or the Building shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof.

(5) If Tenant fails to fulfill the requirements of Section 6 hereinabove.

(b) Landlord's Remedies. If an event of default by Tenant occurs, Landlord shall have the right to enforce any one or more of the following remedies:

(1) Terminate Tenant's right to possession of the Building by written notice to Tenant, take possession of the Building, and expel or remove Tenant and any other person who may be occupying any part of the Building. Tenant shall surrender the Building to Landlord within fifteen (15) days of receipt of Landlord's notice, notwithstanding which Tenant shall remain liable for rents provided herein.

(2) Without terminating this Lease, relet the Building for Tenant's account on the best terms reasonably available (and Landlord hereby agrees to use its best efforts so to relet the Building), and recover in one or more suits front time to time or at any time before or after the end of the Term, any then accrued Rent due and owing under this Lease plus any reasonable remodeling, Lease commission, or other costs of relating less all amounts received by Landlord as the result of reletting.

(3) Enter the Building and do whatever Tenant was obligated to do, and recover from Tenant any reasonable expenses Landlord may incur in effecting compliance with Tenant's obligations, and Tenant agrees to reimburse reasonable expenses evidenced by receipts of payment within thirty (30) days of receipt of demand for payment that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(4) All rights and remedies available in law or equity.

(c) Landlord's Defaults. Each of the following shall be an event of default by Landlord:

(1) Landlord fails to pay any sum of money when due, and the failure continues for fifteen (15) days or more after Landlord receives written notice from Tenant.

(2) Landlord fails to furnish any required notice, consent, or information within the period specified in this Lease.

(3) Except as otherwise provided for elsewhere in this Lease, Landlord fails to comply with any provision of this Lease not relating to payment of money or to the furnishing of notice, consent, approval, or information, and the failure continues for a period of thirty (30) days or more after Landlord receives written notice from Tenant (except that if compliance cannot reasonably be achieved within the thirty (30) day period, there shall be no event of default by Landlord so long as Landlord promptly attempts and diligently and continuously pursues actions intended to bring about compliance) provided however, that if Landlord has nor complied within ninety (90) days

after such failure to comply first occurred, then an event of default shall be deemed to exist.

(d) Tenant's Remedies. If an event of default by Landlord occurs. Tenant shall have all rights and remedies available at law or in equity, excluding the right of set off against any amounts due from Tenant to Landlord.

(e) No Implied Waiver. The failure of a party to insist upon the strict performance of the Agreement or to exercise any remedy for an event of default shall not be construed as a waiver. The waiver of any event of default shall not prevent a subsequent similar event from being a default. No waiver shall be effective unless expressed in writing signed by the waiving party. No waiver shall affect any condition other than the one specified in the waiver, and then only for the time and in the manner stated. Acceptance of the Building by Tenant shall not waive any representation, warranties, or other obligations of Landlord.

(f) Attorney's Fees. If either party initiates any litigation against the other relating to this Lease, the prevailing party shall be entitled to recover from the other party all court costs and reasonable attorneys' fees incurred in connection with the litigation.

(g) Interest/Penalties. All sums past due more than 10 days, shall bear interest from the date due until paid at the legal rate in North Carolina.

25. **Personal Property of Landlord**. No personal property or other items furnished by the Landlord shall be removed from the Building without the prior written consent of the Landlord or its agent.

26. **Notice**. Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: West Ave Entertainment, LLC
3 East Gordon Street
Savannah, Georgia 31401

Landlord: City Manager
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
704-920-4300

With copy to: City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
704-920-4370

27. **Tenant's Duties Upon Termination**. Upon any termination of the tenancy created hereby whether by Landlord or Tenant and whether for breach or otherwise, Tenant shall: (1) pay all utility bills due for services to the Building for which it is responsible and have all such utility services discontinued; (2) vacate the Building removing therefrom all of Tenant's movable personal property of whatever nature; (3) property sweep and clean the Building, including fixtures, and removing therefrom all rubbish, trash and refuse; (4) make such repairs and perform such other acts as are necessary to return the Building, and any appliances or fixtures furnished in connection therewith in the same condition as when this agreement was executed, ordinary wear and tear and repairs for which the Landlord is responsible excepted; (5) fasten and lock all doors; (6) return to Landlord the keys to the Building.

28. **Time of the Essence**. In all instances where either party is required to pay any sum or do any other act at a particular time or within a specified period, it is understood that time is of the essence.

29. **Rules of Construction**. This Lease represents the result of negotiations between Landlord and Tenant, and neither of which has acted under duress compulsion, whether legal, economic, or otherwise. Consequently, the provisions of this Lease shall be interpreted and construed in accordance with their

usual and customary meanings, and Landlord and Tenant expressly waive and disclaim any rule of law or procedure requiring otherwise, including any rule of law that ambiguous or conflicting provisions shall be interpreted or construed against the party whose attorney prepared this Lease or any earlier draft of this Lease.

30. **Entirety and Amendments**. This document embodies the entire contract between the parties and supersedes all prior agreements and understandings between the parties related to the Building, including all Lease proposals, letters of intent, and similar documents. This Lease may be amended only by a written instrument executed by duly authorized representatives of the parties. All Exhibits appended to this Lease Agreement are incorporated by reference as a part of the Agreement.

31. **Counterparts and Inclusion**. This Lease may be executed by multiple counterparts, each of which shall be considered an original for all purposes. The pages of this Lease, including any Exhibits, Riders, Addenda, or other attachments may be initialled by the parties for identification. The circumstances that any page is not initialled is not evidence that the page is not a part of the Lease, nor does the process of initialling pages preclude introduction of other evidence whether any page is or is not a pelt of this Lease.

32. **Severability**. If any provision of this Lease is invalid or unenforceable, the remainder of this Lease shall not be affected. Each separate provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. **Binding Effect**. This Lease binds not only Landlord and Tenant, but also their respective heirs, personal representative's, successors, and assigns.

34. **Governing Law; Venue**. This Lease is governed by the laws of the State of North Carolina. All monetary obligations of Landlord or Tenant (including any obligation of Landlord or Tenant for damages) are performable exclusively in Cabarrus County, North Carolina, and said county shall be the exclusive venue for any suit, claim or action flied to enforce the terms of this Lease Agreement.

35. **Memorandum of Lease**. This Lease may be recorded by either Landlord or Tenant. If requested by Landlord or Tenant, the parties shall execute a memorandum of this Lease for recording purposes in a form reasonably acceptable to both Landlord and Tenant, and the requesting party shall pay all costs of recording the memorandum.

36. **Brokers and Consultants**. Landlord and Tenant warrant and represent to each other that no real estate broker and/or consultant has been involved by either party in this Lease, and each party agrees to indemnify and hold the other party harmless against any and all claims of any real estate broker and/or consultant resulting from or alleged to result from sets of that party or its representatives. Landlord shall pay any and all real estate brokerage commissions in accordance with the terms of a separate agreement.

37. **Environmental Matters**.

(a) Definitions. For purposes of this Lease Agreement, "Hazardous Waste" means and includes asbestos, oil, ureaformaldehyde, PCB's, or other hazardous air pollutants, toxic pollutants or hazardous wastes as those terms are used in (or for purposes of) the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, any so-called 'Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation order or decree regulating, or relating to or imposing liability or standards of conduct concerning any material or waste substance which is dangerous, injurious, or toxic to organisms or the environment, as now or at any time hereafter in effect.

(b) Notice Requirements. If at any time Tenant or Landlord shall become aware or have reasonable cause to believe that any Hazardous Waste has been released or has otherwise come to be located on or beneath the Building, such party shall, immediately upon discovering the release or the presence or suspected presence of the Hazardous Waste, give written notice of that condition to the other party. In addition, the party first learning of the release or presence of a Hazardous Waste on or beneath the Building, shall immediately notify the other party in writing

of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Hazardous Waste laws, (ii) any claim made or threatened by any person against Landlord or Tenant, arising out of or resulting from any Hazardous Wastes, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Waste.

(c) Tenant's Compliance Covenant. Tenant shall at all times comply with applicable local, state and federal laws, ordinances and regulations relating to Hazardous Waste. Tenant shall at its own expense maintain in effect any permits, licenses, or other governmental approvals, if any, required for Tenant's use of the Building. Tenant shall make all disclosures required of Tenant by any such laws/ordinances and regulations, and shall comply with all orders, with respect to Tenant's use of the Building, issued by any governmental authority having jurisdiction over the Building and take all action required of such governmental authorities to bring the Tenant's activities on the Building into compliance with all laws, rules, regulations and ordinances relating to Hazardous Waste and affecting the Building.

(d) Landlords Compliance Covenant. Landlord shall maintain and operate the Building at all times in compliance with all applicable local, state and federal laws, ordinances and regulations, shall make all disclosures required of Landlord by any such laws, ordinances and regulations, and shall comply with all orders issued by any governmental authority having jurisdiction over the Building and take all action required of such governmental authorities to bring the Building into compliance with all laws, rules, regulations and ordinances relating to Hazardous Wastes and affecting the Building.

(e) Tenant's Indemnification Covenant. Tenant shall indemnify, defend (by counsel acceptable to Landlord), protect, and hold harmless Landlord, and each of Landlord's partners, directors, officers, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (including attorney's fees, consultant's fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Building, or any discharge or release in or from the Building of any Hazardous Waste, but only to the extent that any such presence, discharge, or release, is caused by Tenant's activities on the Building or (ii) Tenant's failure to comply with any Hazardous Waste law, to the extent that compliance is required on account of Tenant's activities on the Building and not to the extent that compliance is required solely because Tenant, as the occupant of the Building, is held accountable for Hazardous Wastes on, in, under, or about the Building, or released from the property which are not caused by or released by Tenant.

(f) Landlord's Indemnification Covenant. Landlord shall indemnify, defend (by counsel acceptable to Tenant), protect, and hold harmless Tenant and each of Tenant's partners, directors, officers, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures. losses, costs or expenses (including attorney's fees, consultant's fees and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under the Building, or any discharge or release in or from the Building, of any Hazardous Waste, except to the extent that any such presence, discharge, or release, is caused by Tenant's activities on the Building, or (ii) Landlord's failure to comply with any Hazardous Waste law.

(g) Survival of Indemnification Covenants. The indemnity obligations of Landlord and Tenant created under this Section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any Downtown Site investigation, and any and all costs for repair, cleanup, detoxification or decontamination or other remedial action, of the Building. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Lease Agreement, and any extensions thereof.

(h) Fuel and Other Ordinary Materials Used in Rental Business. Notwithstanding anything contained in this Lease, Tenant may use and store upon the Building any and all substances commonly used in or associated with its business including, but not limited to cleaning

substances provided that Tenant shall be responsible for Tenant's spillage of any such substances on the Building.

38. **Operation of Business.**

(a) Open for Business. Tenant agrees to occupy the Building and open for business upon the Commencement Date of this Lease.

(b) Business Hours. Tenant will keep its operations in the Building open for business with the public during the regular and customary hours that Landlord has established in a written notice as the hours for businesses customarily to be open for this type of business in Kannapolis, North Carolina, and except as it may be necessary that the Building be closed on account of the order of any duly constituted authority, or for the purpose of making repairs or improvements, or during the period of strikes, lockouts, emergencies or other causes beyond Tenant's control, so long as tenant shall make all reasonable efforts to shorten such periods.

(c) Character of Operation. Tenant will not engage in any illegal or any unethical method of business operation. Tenant will not use or permit the use of any apparatus for sound reproduction or transmission of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be unreasonably audible beyond the interior of the Building; will not cause or permit objectionable odors to emanate or be dispelled from the Building; and will use its best efforts to prevent the parking or standing, outside of the Building, of trucks trailers, or other vehicles or equipment except when actually engaged in Tenant's business and/or loading or unloading.

39. **DFI Fee.** Tenant is obligated to pay or arrange to pay the following fee:

Pursuant to the Predevelopment Service Agreement dated May 19, 2015 ("PSA"), between the City of Kannapolis and the School of Government Development Finance Initiative (SOG or DFI), Tenant will pay DFI a fee to the equal to 1% of total development costs. Since the Lease and/or Option purchase price will be based on appraised fair market value at the time of the Lease rent and/or Option purchase, which will reflect development costs incurred during the Lease term or upon exercise of the Option, DFI's fee will be equal to 1% of acquisition cost.

The relevant portion of the PSA is shown on Exhibit "C" attached hereto and incorporated herein. As described in the PSA between the City and DFI, this fee is due and payable within 30 days from the execution of a Development Services Agreement. In this case, the Lease and/or Option Agreement upon exercise of the Option will serve as the Development Services Agreement(s).

DFI is a third-party beneficiary of this Agreement to the extent of the provisions of this Section 40.

40. **Option to Purchase.** Landlord hereby grants and conveys to Tenant the exclusive right and option to purchase the Building (the "Option") in a form substantially and materially in accordance with the terms, provisions and conditions of the Option Agreement attached hereto as Exhibit "D" which is incorporated herein by reference.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

THIS LEASE AGREEMENT executed the day and year first set forth above.

Landlord:

City of Kannapolis

_____

Michael B. Legg
City Manager

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, _____, a Notary of _____ County certify that Michael B. Legg, City Manager for City of Kannapolis personally appeared before me this ___ day of _____ 2023 acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated.

_____
Official Signature of Notary Public

_____
Notary printed or typed name

[OFFICAL SEAL]

My commission expires:_____

Tenant:

West Ave Entertainment, LLC

_____

Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary of _____ County do certify that _____, Manager for West Ave Entertainment, LLC personally appeared before me this ___ day of _____, 2023 acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated.

_____

Official Signature of Notary Public

_____

Notary printed or typed name

[OFFICAL SEAL]

My commission expires: _____

EXHIBIT "A"

THE BUILDING

(1 page)

#15346

Book 92 Page 14

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

Witness my original signature, registration number and seal this 29th day of March, 2022.

Seth F. Martin
Registration No.: L-4719 N.C.

NORTH CAROLINA PROFESSIONAL SEAL L-4719 LAND SURVEYOR SETH F. MARTIN 5/25/22

State of North Carolina
County of Cabarrus

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

Greg Belk (by sfm) 5/3/22
Review Officer Date

CERTIFICATE OF FINAL PLAT APPROVAL

It is hereby certified that this plat is in compliance with the Subdivision Regulations of the City of Kannapolis, and therefore this plat has a been approved, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

3/31/22 Date
Planning Director

FILED May 09, 2022 09:12 am
BOOK 00092
PAGE 0019 THRU 0019
INSTRUMENT # 15346
EXCISE TAX $0.00
FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

3.31.22
City Manager Date

EASEMENT STATEMENT

Encroachment of any structures or landscaping, including, but not limited to, driveways, pools, fences, trees, walls, reservoirs, or other obstructions, which would interfere with free, easy, and clear access to utilities on any easement, are prohibited. However, certain structures, filling, or grading may be permitted upon execution of an express Encroachment Agreement. The City of Kannapolis may authorize an Encroachment Agreement, but only after review and approval of detailed plans.

NC GRID NAD'83

Point Legend:

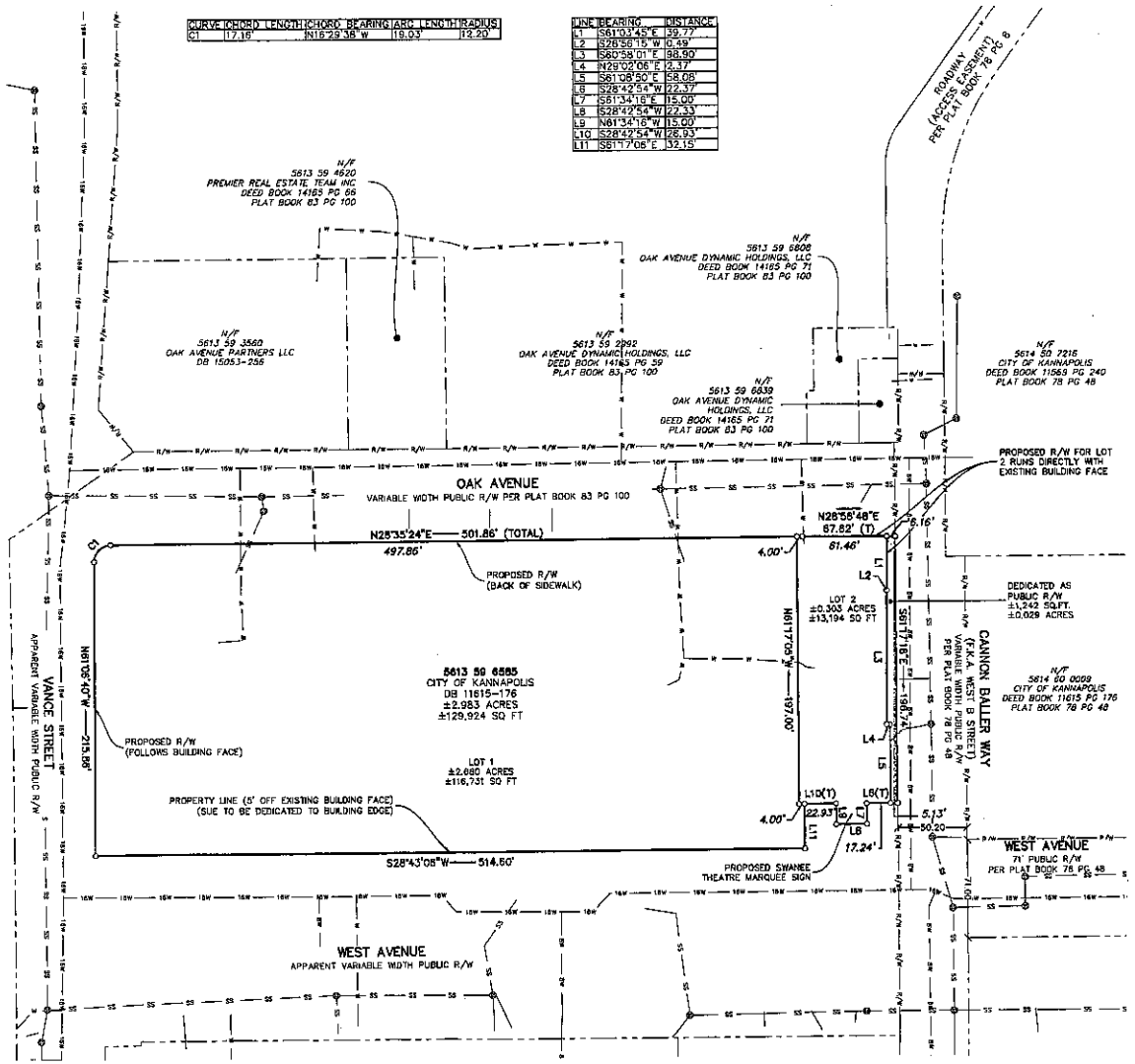
Symbol	Abbr	Description
		-Monumentation-
●	EIP	Existing Iron Pin
○	IPS	Iron Pin Set (#5 Rebar)
○	PT	Calculated Point
		-Miscellaneous-
⊛		Sanitary Sewer Manhole
	T	Total
	N/F	Now or Formerly
	CGF	Combined Grid Factor

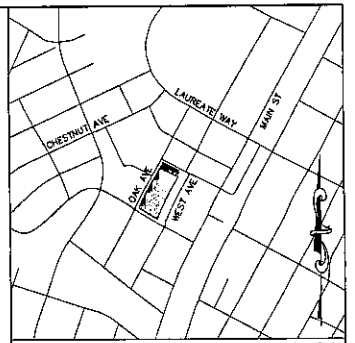
Line Legend:

Symbol	Description
	New Property Line
	Prop Deed Line
	Right-of-Way
	Water Line
	8" Water Line
	16" Water Line
	Sanitary Sewer Line

CURVE	CHORD LENGTH	CHORD BEARING	ARC LENGTH	RADIUS
C1	17.16'	N16°29'38"W	18.03'	13.20'

LINE	BEARING	DISTANCE
L1	S61°03'45"E	39.77'
L2	S28°56'15"W	0.49'
L3	S60°58'01"E	98.90'
L4	N29°02'06"E	2.37'
L5	S61°08'50"E	58.08'
L6	S28°42'54"W	22.37'
L7	S61°34'16"E	15.00'
L8	S28°42'54"W	22.33'
L9	N61°34'16"W	15.00'
L10	S28°42'54"W	26.93'
L11	S61°17'06"E	32.15'





Vicinity Map - Not to Scale

General Notes:
1. Deed Reference(s) – Deed Book 11615, Page 176; Map Book 52, Page 61
2. Tax Parcel ID(s) – 5613 59 6585
3. Current Owner – City of Kannapolis
4. All bearings are NC Grid bearings.
5. All distances are shown horizontal.
6. Areas:
   Total – ±3.012 Acres
   Lot 1 – ±2.680 Acres
   Lot 2 – ±0.303 Acres
   Dedicated Area – ±0.029 Acres
7. Areas have been determined by coordinate computation.
8. Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
9. Zoning – CC: Center City District
10. This property is not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference Community Panel Number: 3710561400K Dated: 11/16/2018
11. This survey was performed without benefit of a Title Commitment Report. LDSI, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
12. The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.

Final Plat of
Kannapolis Block 6

201 Oak Avenue
City of Kannapolis
Cabarrus County
North Carolina

Owner:
City of Kannapolis

No.	Revision	By	Date
1	Addressed comments	YLG	3/28/22
2			
3			
4			

GPI
GPI GEOSPATIAL, INC.
201 West 29th Street
Charlotte, NC 28206
Phone: (704) 337-8329
Fax: (704) 308-3153
License No.: F-1988
www.gpinet.com
GEOMATICS | LIDAR | PHOTOGRAMMETRY

Graphic Scale 60 30 0 60
Text Scale: 1"=60'

Date: 12/21/2021	Plot Date: 3/29/2022
Project Number: 2101052.00	
Drawn By: DJW	
Reviewed By: SFM	Sheet 1 of 1
Sealed By: SFM	

EXHIBIT "B"

DOWNTOWN SITE

(1 page)

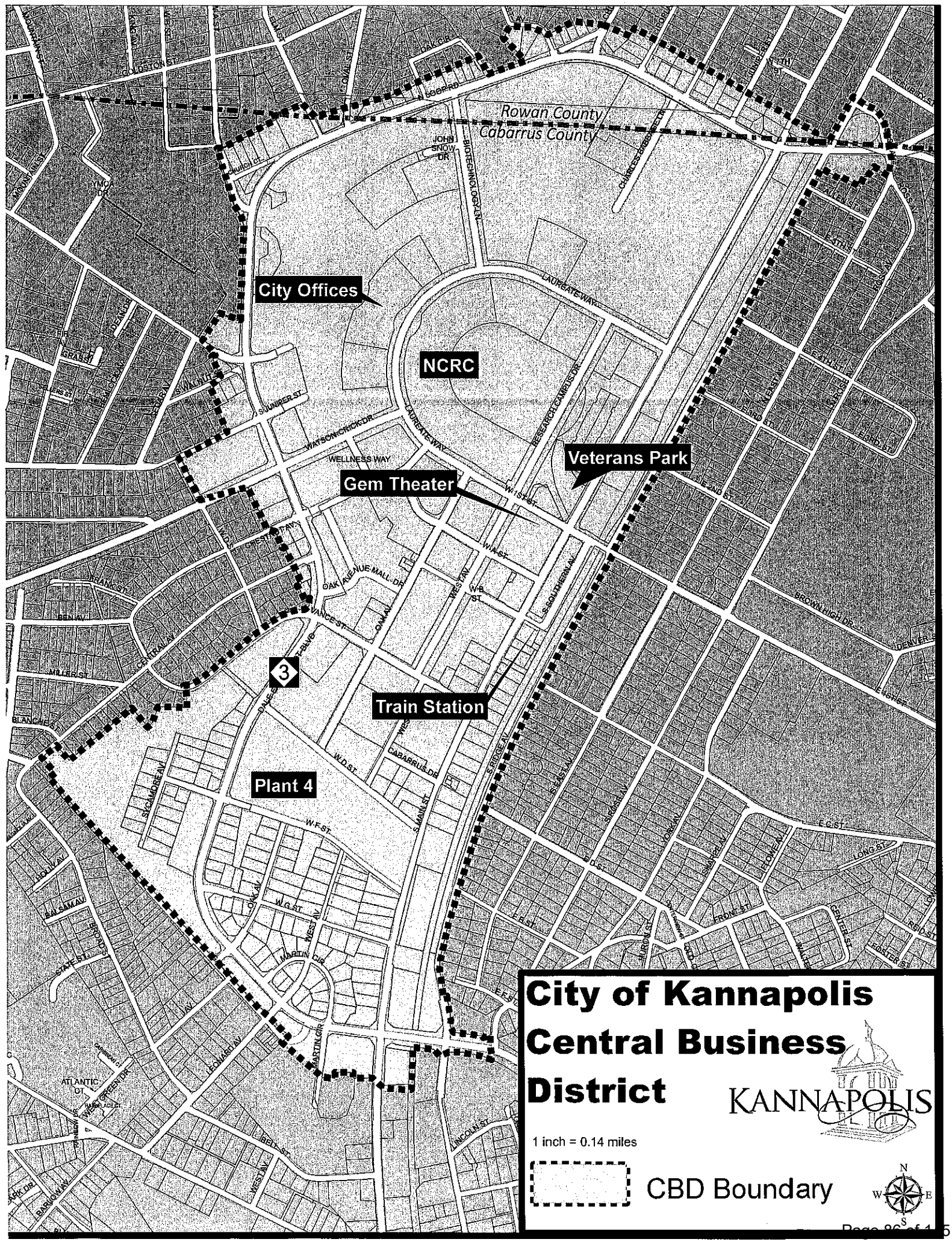

Rowan County
Cabarrus County
City Offices
NCRC
Veterans Park
Gem Theater
Train Station
Plant 4
3
City of Kannapolis
Central Business
District
KANNAPOLIS
1 inch = 0.14 miles
CBD Boundary
N
W
E
S

EXHIBIT "C"

DFI PRE-DEVELOPMENT SERVICE AGREEMENT PROVISION

(1 page)

EXHIBIT "C"
Predevelopment Service Agreement
Relevant Language Concerning DFI Fee

"The conveyance or lease of the property described herein (the "Property") to the successful bidder and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the City and the Developer pertaining to the responsibilities of either the City or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the City's consultant ("SOG") and its successors and assigns for predevelopment services provided to the City, and the Development Services Agreement shall provide that SOG is an intended third-party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1% of the total costs of development of the Project as calculated by the Developer in the most recent version(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to lenders and/or investors prior to the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. The Development Services Fee shall be due and payable in full to SOG no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to SOG may be developed as mutually agreed in writing by Developer and SOG, by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer's obligation to pay Development Services Fee shall not be assignable by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of SOG."

EXHIBIT "D"

OPTION AGREEMENT

(10 pages)

EXHIBIT "D"

STATE OF NORTH CAROLINA

OPTION AGREEMENT

COUNTY OF CABARRUS

THIS OPTION AGREEMENT (the "Agreement") is made and entered into this the ____ day of June 2023 (the "Effective Date"), by and between the City of Kannapolis, a North Carolina municipal corporation hereinafter referred to as "Optionor", and West Ave Entertainment, LLC, hereinafter referred to as "Optionee". The Option Agreement is made and entered into pursuant to the provisions of North Carolina General Statute Section 158-7.1.

WITNESSETH:

For and in consideration of the payment of One Hundred and No/100 Dollars ($100.00) (the "Option Fee") paid concurrently upon execution the lease executed between the parties hereto for the Option Property herein described (the "Lease Agreement") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. OPTION: Subject to the terms and conditions set forth herein, Optionor does hereby give and grant unto Optionee the right and option to purchase (the "Option") certain real property, lying and being in the City of Kannapolis, Cabarrus County, North Carolina, being more particularly shown as Lot 2 on Exhibit A attached hereto and incorporated herein by this reference, the building now located on the property and all of Optionor's rights, title and interest to said property (the "Option Property").

2. EXERCISE OF OPTION: Except as otherwise provided in paragraph 8 of this Option Agreement, Optionee, at its sole and absolute discretion, may exercise this Option by delivering to the Optionor written notice (the "Option Notice") thereof after the date which is one hundred and twenty (120) days but no later than ninety (90) days prior to the termination date of the Lease Term (the "Option Expiration Date"). In the event the Optionee fails to deliver to Optionor the Option Notice prior to the Option Expiration Date, this Agreement shall terminate and shall be of no further force and effect except for the parties' respective indemnification obligations expressly set forth herein. Further, the Option is subject to the following as conditions precedent to exercise and final closing of the Option:

1) Tenant is not in default of the Lease Agreement; and,

2) The Note provided pursuant to Section 6(a) of the Lease Agreement has been paid and satisfied.

3. INSPECTIONS: At any time prior to the Option Expiration Date, Optionee and its authorized agents and employees shall be entitled to enter upon the Option Property and make such inspections of the Option Property as deemed necessary by Optionee, including without limitation title examination, survey, environmental, and soil tests. Optionee shall restore the Option Property after such tests substantially to its condition immediately prior to the commencement of such tests and shall hold Optionor harmless from any claim resulting therefrom. Optionee shall further have the right during the term of this Agreement to apply for and pursue, and Optionor, at no cost to Optionor, shall cooperate and reasonably assist Optionee in, all applications for permits and governmental approvals deemed necessary by Optionee.

4. CLOSING: Closing of the purchase of the Option Property by Optionee from Optionor, and the sale of the Option Property by Optionor to Optionee, (the "Option Closing") shall occur within ninety (90) days after the Option Notice (the "Option Closing Period"). The Option shall terminate upon expiration of the Option Closing Period unless otherwise agreed in writing by the parties hereto.

5. TERMS OF SALE:

5.1 Title. Optionor shall deliver to Optionee at the Option Closing (i) a special warranty deed (the "Option Deed"), subject only to the exceptions set forth on Exhibit B attached hereto and

incorporated herein by this reference, (ii) an owner's affidavit on in form and substance satisfactory to Optionee's title insurance company, (iii) a non-foreign affidavit, and (iv) such other reasonable documentation or information as is requested by Optionee or its title insurance company.

5.2 Purchase Price. At the Option Closing, Optionee shall pay to Optionor a purchase price for the Option Property (the " Purchase Price"), of Five Hundred Sixty-Seven Thousand Dollars ($567,000.00) payable as follows:

1) Optionee will pay a portion of the Purchase Price in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) in cash to Optioner at Option Closing by wire transfer of immediate federal funds, to accounts specified by Optioner at a bank designated by Optioner, such that the funds shall be available for delivery to Optioner on the Closing date. Seller will finance the remainder of the Purchase Price in the amount of FOUR HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS ($467,000.00) (the "Purchase Money Balance").

2) Optionee will execute a promissory note ("Note") secured by a first purchase money deed of trust in the amount of FOUR HUNDRED SIXTY-SEVEN THOUSAND DOLLARS ($467,000.00), payable to the order of Optioner on the form of a purchase money promissory note approved by the North Carolina Bar Association.

a) The Note will be secured by the first-priority lien of a purchase money deed of trust encumbering the Property.

b) The Note shall bear interest at three percent (3%) per annum and shall be paid in full on or before the date that is thirty-six (36) months after the Closing Date.

c) Buyer may prepay the Note in full or in part at any time before its maturity.

5.3 Real Estate Commission. Except as otherwise stated in Paragraph 9 hereinafter, Optionor and Optionee each warrant and represents to the other that it has dealt with no broker or finder in connection with this transaction. Optionor and Optionee agree to indemnify and hold harmless each other from all loss, cost, and expense associated with any claim for commission by any real estate broker or brokerage firm based upon the respective acts of each.

5.4 Costs. At Closing, Optionor and Optionee agree that all real property taxes related to the Option Property, shall be prorated on a calendar year basis as of date of the Option Closing as provided by law. Optionor shall pay deed stamps and other conveyance fees or taxes, and Optionee shall pay recording costs, costs of any title search, title insurance premiums and survey and other inspection costs. Each party shall be responsible for their own attorneys' fees.

5.5 Representations and Warranties. Optionee shall delivery customary representations and warranties with respect to the operation, use and condition of the Option Property, including without limitation zoning, compliance with laws (including environmental laws), eminent domain, utilities, assessments, etc., as shall be mutually agreed to among the parties consistent with real property transactions of this nature. Such representations shall survive closing for a period of two years following closing.

6. REMEDIES. In the event that Optionee refuses or is unable to consummate the Option Closing within the time limits herein set forth, Optionor, as Optionor's sole and exclusive remedy, shall be entitled to retain the Option Fee without recourse, declare this Agreement cancelled, and the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder. In the event that Optionee has delivered the Option Notice and Optionor is unable or unwilling to deliver or comply with any item herein required of Optionor at Closing or to otherwise be performed pursuant to the terms of this Agreement, as Optionee's sole and exclusive remedy, Optionee shall have the right and option to: (i) terminate this Agreement upon written notice to Optionor whereupon Optionor shall refund

to Optionee immediately the Option Fee, and the parties hereto shall thereafter have no further rights, obligations or liabilities with respect to each other hereunder except such obligations as expressly survive the termination hereof, or (ii) demand and compel by specific performance the immediate conveyance of the Option Property by Optionor.

7. MISCELLANEOUS.

7.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

7.2 Entire Agreement. This Agreement and the exhibit(s) attached hereto constitute the entire agreement of the parties and may not be amended except by written instrument executed by Optionee and Optionor.

7.3 Headings. The section headings utilized herein are inserted for convenience only and are in no way intended to interpret define or limit the scope of content of this Agreement or any provision hereof.

7.4 Applicable law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws and decisions of the State of North Carolina.

7.5 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties.

7.6 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

7.7 Registration. Contemporaneously with the execution hereof, Optionee and Optionor shall enter into a Memorandum of Option in recordable form and otherwise in conformity with the requirements of N.C. Gen. Stat. § 47-119, as amended, which shall be recorded in the Cabarrus County Registry at Optionee's cost and expense.

7.8 Assignment. Optionee shall not have any right to assign this Option without the Optionor's consent, which may be withheld for any reason or no reason.

7.9 Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (a) whether or not actually received, three (3) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (b) when received, if delivered personally or sent by a nationally recognized overnight carrier, (c) when received, if given by transmittal over electronic transmitting devices such as electronic mail, facsimile or telecopy machine provided that the sender receives and retains written confirmation of receipt, all charges prepaid addressed to the Optionor or Optionee, as the case may be, at the address set forth below or at such other address as such party may designate by written notice to the other.

If to Optionor, to:
City Manager
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Phone: 704-920-4300

If to Optionee, to:
Manager
West Ave Entertainment, LLC
3 East Gordon Street
Savannah, Georgia 31401
Phone: _____

Copy to: City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Phone: 704-920-4370

7.10 Effective Date. The date of this Agreement (the "Effective Date") shall be the later date on which this Agreement is executed by Optionee and Optionor as evidenced by the date(s) written under the signature of each of the parties below.

8. EFFECT OF LEASE TERMINATION OR DEFAULT. Simultaneously with the execution of this Agreement, the parties hereto have or will execute the Lease Agreement for the Option Property. In the event of a lessee default resulting in the termination of the Lease Agreement or in the event the Lease Agreement shall terminate otherwise, this Agreement and all option rights herein conveyed shall terminate simultaneously therewith without further notice to either party. Further, Optionee must be in compliance with all provisions and obligations of the Lease Agreement at the time of the exercise and closing of the Option.

9. DFI FEE. This Option Agreement is subject to the provisions of the Predevelopment Service Agreement by and between Landlord and the School of Government Development Finance Initiative, dated May 19, 2016, the relevant portion of which is attached hereto as Exhibit "C" and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

OPTIONOR:

By:_____
Michael B. Legg
City Manager

Date Executed by Optionor: _____, 2023

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, _____, a Notary of _____ County certify that Michael B. Legg, City Manager, City of Kannapolis personally appeared before me this _day, of _____, 2023 acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated.

_____
Official Signature of Notary Public

_____
Notary printed or typed name

[OFFICAL SEAL]

My commission expires:_____

OPTIONEE:

By: _____

Name: _____

Title: _____

Date Executed by Optionee: _____, 2023

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary of _____County do certify that _____ Manager, West Ave Entertainment, LLC personally appeared before me this ____ day of _____ 2023 acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated.

_____
Official Signature of Notary Public

_____
Notary printed or typed name

[OFFICAL SEAL]

My commission expires:_____

EXHIBIT "A"

THE BUILDING

(1 page)

#15346

Book 92 Page 161

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

Witness my original signature, registration number and seal this 29th day of March, 2022.

Registration No.: L-4719 N.C.

NORTH CAROLINA PROFESSIONAL SEAL L-4719 LAND SURVEYOR SETH F. MARTIN

State of North Carolina
County of Cabarrus

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

Review Officer — Date 5/3/22

CERTIFICATE OF FINAL PLAT APPROVAL

It is hereby certified that this plat is in compliance with the Subdivision Regulations of the City of Kannapolis, and therefore this plat has a been approved, subject to its being recorded with the Cabarrus County Register of Deeds within 30 days of the date below.

3/31/22 Date — Planning Director

FILED May 09, 2022 09:12 am
BOOK 00092
PAGE 0019 THRU 0019
INSTRUMENT # 15346
EXCISE TAX $0.00
FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

3.31.22
City Manager — Date

EASEMENT STATEMENT

Encroachment of any structures or landscaping, including, but not limited to, driveways, pools, fences, trees, walls, reservoirs, or other obstructions, which would interfere with free, easy, and clear access to utilities on any easement, are prohibited. However, certain structures, filling, or grading may be permitted upon execution of an express Encroachment Agreement. The City of Kannapolis may authorize an Encroachment Agreement, but only after review and approval of detailed plans.

Point Legend:

Symbol	Abbr	Description
		–Monumentation–
●	EIP	Existing Iron Pin
○	IPS	Iron Pin Set (#5 Rebar)
◦	PT	Calculated Point
		–Miscellaneous–
⊕		Sanitary Sewer Manhole
	T	Total
	N/F	Now or Formerly
	CGF	Combined Grid Factor

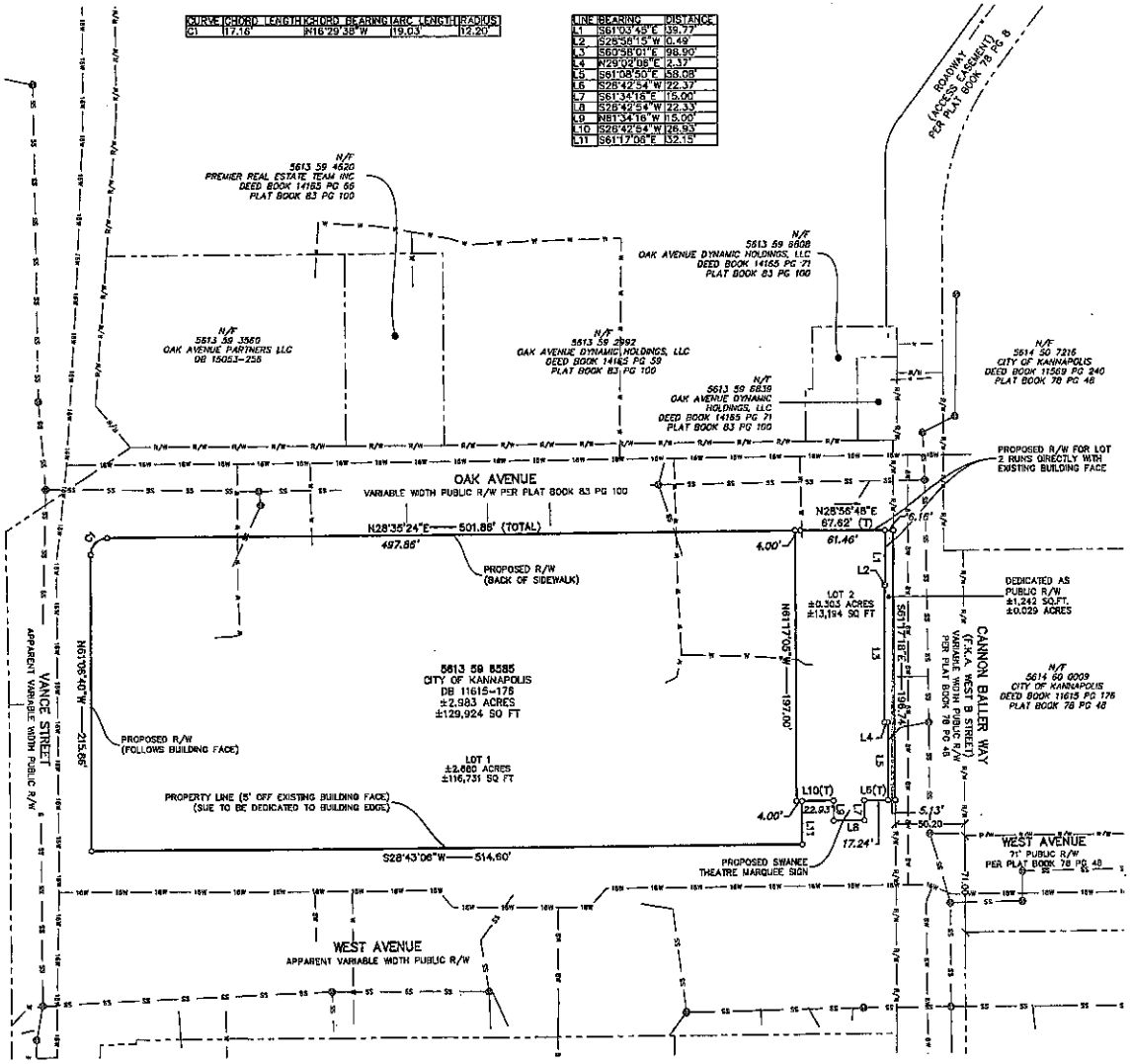
Line Legend:

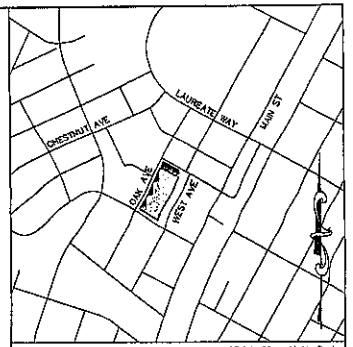
Symbol	Description
	New Property Line
	Prop Deed Line
	Right-of-Way
	Water Line
	8" Water Line
	15" Water Line
	Sanitary Sewer Line

NC GRID NAD'83

CURVE	CHORD	LENGTH	CHORD BEARING	ARC LENGTH	RADIUS
C1	17.16'		N16°29'38"W	19.03'	12.20'

LINE	BEARING	DISTANCE
L1	S61°03'45"E	39.79'
L2	S28°56'15"W	0.49'
L3	S60°58'01"E	98.90'
L4	N29°02'08"E	2.37'
L5	S61°08'50"E	58.08'
L6	S28°42'54"W	22.33'
L7	S61°34'18"E	15.00'
L8	S28°42'54"W	22.33'
L9	N61°34'18"W	15.00'
L10	S28°42'54"W	28.53'
L11	S61°17'06"E	52.15'





Vicinity Map - Not to Scale

General Notes:
1. Deed Reference(s) – Deed Book 11615, Page 176; Map Book 52, Page 61
2. Tax Parcel ID(s) – 5613 59 6585
3. Current Owner – City of Kannapolis
4. All bearings are NC Grid bearings.
5. All distances are shown horizontal.
6. Areas:
   Total – ±3.012 Acres
   Lot 1 – ±2.680 Acres
   Lot 2 – ±0.303 Acres
   Dedicated Area – ±0.029 Acres
7. Areas have been determined by coordinate computation.
8. Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
9. Zoning – CC: Center City District
10. This property is not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference Community Panel Number: 3710551400K Dated: 11/16/2018
11. This survey was performed without benefit of a Title Commitment Report. LDSI, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
12. The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.

Final Plat of
Kannapolis Block 6

201 Oak Avenue
City of Kannapolis
Cabarrus County
North Carolina

Owner:
City of Kannapolis

No.	Revision	By	Date
1	Addressed comments	YLG	3/29/22
2			
3			
4			

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

Graphic Scale 60 30 0 60
Text Scale: 1"=60'

Date: 12/21/2021	Plot Date: 3/29/2022
Project Number: 2101052.00	
Drawn By: DJW	
Reviewed By: SFM	Sheet 1 of 1
Sealed By: SFM	

EXHIBIT "B"

PERMITTED EXCEPTIONS

Easements, restrictions, rights of way and other matters of record in the Office of the Register of Deeds for Cabarrus County.

EXHIBIT "C"

DFI PRE-DEVELOPMENT SERVICE AGREEMENT PROVISION

EXHIBIT "C"
Predevelopment Service Agreement
Relevant Language Concerning DFI Fee

"The conveyance or lease of the property described herein (the "Property") to the successful bidder and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the City and the Developer pertaining to the responsibilities of either the City or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the City's consultant ("SOG") and its successors and assigns for predevelopment services provided to the City, and the Development Services Agreement shall provide that SOG is an intended third-party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1% of the total costs of development of the Project as calculated by the Developer in the most recent version(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to lenders and/or investors prior to the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. The Development Services Fee shall be due and payable in full to SOG no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to SOG may be developed as mutually agreed in writing by Developer and SOG, by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer's obligation to pay Development Services Fee shall not be assignable by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of SOG."

NOTICE OF PUBLIC HEARING

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 Lease with Option to Purchase ("Agreement") pursuant to North Carolina General Statutes §§ 160D-1312 with West Ave Entertainment, LLC or an associated affiliate (hereinafter, "Developer"). Pursuant to the Agreement, the City intends to lease to Developer certain real property being Cabarrus County Tax Parcel ID# 5613-54-7798 (the "Property").

The Property is located in the City's Central Business District. The Lease provides for the conveyance of the Property as a proposed downtown development project for the purpose of (i) improving economic development of the community, (ii) promoting commercial construction, (iii) providing employment to support the needs of the surrounding community, and (iv) continuing the positive impact and significant effect on the revitalization of downtown Kannapolis, North Carolina.

The City proposes to lease the Property to Developer for $48,000 annually for three years plus additional rent for insurance costs. The Lease Agreement will include an option to purchase the Property at its fair market value of $567,000. The City will provide a construction loan in an amount being the lesser of one-half of the construction costs or $950,000 with interest at three percent annually secured by a first deed of trust. Upon exercise of the option to purchase, the City will accept a purchase money note and deed of trust due and payable in 18 months for the amount of $467,000 without interest.

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

The City Council intends to accept public comment prior to voting on the Agreement.

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 June 26, 2023. At the time and place fixed for this public hearing, the City will discuss the terms of the Agreement and the City Council will receive public comment on the Agreement.

Bridgette Bell, City Clerk
City of Kannapolis
North Carolina

Publish June 16 and June 23

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Kristin Jones, Assistant to the City Manager

Subject: Budget Ordinance for FY 2023-2024

Action Requested by City Council

Adopt the Budget Ordinance for FY 2023-2024

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City Manager has given multiple presentations regarding the upcoming fiscal year 2023-2024 budget. A public hearing on the recommended budget for FY 2023-2024 was held on June 12, 2023 in accordance with North Carolina General Statute 159-12 (b).

Fiscal Implications

The Budget Ordinance hereby establishes the FY 24 budget for the City's seven annual funds.

Policy Issues

This Budget Ordinance provides a spending plan for the City for the next 12 months.

Legal Issues

Adoption of the Budget Ordinance is required before June 30th of each year

Recommendations and Alternate Courses of Action

1. Motion to adopt the budget for FY 2023-2024 **(Recommended).**
2. Table to a future meeting (Must be adopted by June 30,2023).

Attachments

1. Budget Ordinance FY 2024

ORDINANCE #2023-24

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina, meeting in open session this 26th day of June 2023, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations are hereby adopted.

SECTION I – GENERAL FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Ad Valorem taxes	$ 39,027,140
Sales taxes	16,440,102
Intergovernmental	6,373,357
Other Revenues	7,288,295
Fund Balance Appropriated	1,242,385
TOTAL	$ 70,371,279

SECTION II - WATER AND SEWER FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Charges for Services	$ 21,001,437
Other Revenues	3,285,000
TOTAL	$ 24,286,437

SECTION III – STORM WATER FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Storm Water Fees	$ 3,500,000
Other Revenues	30,000
TOTAL	$ 3,530,000

SECTION IV – ENVIRONMENTAL FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

User Fees	$ 4,200,000
Transfer from General Fund	1,147,817
Other Revenues	300,000
Solid Waste Disposal Tax	36,000
TOTAL	$ 5,683,817

SECTION V – PUBLIC TRANSIT SYSTEM FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Motor Vehicle Privilege Tax	$ 900,000
Transfer from the General Fund	323,031
TOTAL	$ 1,223,031

SECTION VI – SEPARATION PAY FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Transfer from General Fund	$ 496,912
TOTAL	$ 496,912

SECTION VII – INSURANCE AND RISK FUND: The City Council does estimate that the following revenues will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Health Insurance Premiums	$ 5,391,600
Retiree Premiums	184,000
Workers Compensation Premiums	470,880
TOTAL	$ 6,046,480

SECTION VIII - GENERAL FUND: A total of $70,371,279 is hereby authorized to be expended from the departmental accounts of the General Fund as follows:

General Government	$ 12,781,243
Public Safety	24,950,736
Parks and Recreation	7,027,545
Public Works, incl. Powell Bill	5,719,735
Other	5,556,073
Contingency	351,856
Debt Service	13,984,091
TOTAL	$ 70,371,279

SECTION IX - WATER AND SEWER FUND: A total of $24,286,437 is hereby authorized to be expended from the Water and Sewer Fund as follows:

General Management Services Fee	$ 1,823,413
Billing and Collections – Water and Sewer	1,556,054
Distribution - Water and Sewer	6,299,389
WSACC – Sewage Treatment	4,455,480
Water Treatment Plant	4,428,892
Debt Service	5,723,209
TOTAL	$24,286,437

SECTION X – STORM WATER FUND: A total of $3,530,000 is hereby authorized to be expended from the Storm Water Fund as follows:

Personnel	$ 1,431,652
Operations	1,074,987
Debt Service	559.479
General Management Services Fee	463.882
TOTAL	$ 3,530.000

SECTION XI – ENVIRONMENTAL FUND: A total of $5,683,817 is hereby authorized to be expended from the Environmental Fund as follows:

Personnel	$ 838,659
Operations	4,845,158
TOTAL	$ 5,683,817

SECTION XII – PUBLIC TRANSIT SYSTEM FUND: A total of $1,223,031 is hereby authorized to be expended from the Public Transit System Fund as follows:

Contracted Services	$ 1,081,835
Capital Outlay	141,196
TOTAL	$ 1,223,031

SECTION XIII - SEPARATION PAY FUND: A total of $496,912 is hereby authorized to be expended from the Separation Pay Fund as follows:

Personnel-Separation Pay	$ 496,912
TOTAL	$ 496,912

SECTION XIV – INSURANCE AND RISK FUND: A total of $6,046,480 is hereby authorized to be expended from the Insurance and Risk Fund as follows:

Health Insurance Expense	$ 5,575,600
Workers Compensation Expense	470,880
TOTAL	$ 6,046,480

SECTION XV - TAX RATE ESTABLISHED: An Ad Valorem Tax Rate of $0.63 per $100 property valuation is hereby established as the official tax rate for the City of Kannapolis for the fiscal year 2023-2024. This rate is based on an estimated valuation of $6,190,764,848 and an estimated 98.95 percent collection rate, the audited FY 22 collection rate. Allocation of the 2023-2024 tax rate will be as follows:

GENERAL FUND	***$.63***
TOTAL TAX RATE	***$.63***

SECTION XIV - SPECIAL AUTHORIZATION - CITY MANAGER OR DESIGNEE:

a The City Manager or designee is hereby authorized to transfer funds within or between funds, or modify revenue and expenditure projections, as contained under the following conditions:

1. The City Manager or designee may transfer amounts between objects of expenditures within a function (i.e. general government, public safety, public works, planning, parks and recreation).

2. The City Manager may transfer amounts between objects of expenditures and revenues without limitation.

3. The City Manager may not transfer any amounts between funds or from any contingency within any fund. Utilization of any contingency appropriation shall be accomplished with City Council approval only.

4. Additional authority is granted to the City Manager or designee to transfer amounts within and between funds for the sole purpose of funding salary and benefit adjustments consistent with the City of Kannapolis Personnel Policy and City of Kannapolis Personnel Ordinance.

5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the City Manager or designee may adjust budgets to match, including grants that require a City match for which funds are available. If a local match is included, this requires City Council approval.

6. The City Manager or designee can create debt financing amendments from estimated projections upon approval by City Council of the debt financing and adjust as needed upon closing.

7. The City Manager may execute contracts which are not required to be bid or which G.S 143-131 allows as informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The City Manager may reject formal bids for the purchase of apparatus, supplies, materials and equipment when deemed appropriate and in the best interest of the City of Kannapolis pursuant to G.S. 143-129 (a). Formal bids for construction or repair contacts must be awarded by City Council

b. Authorization is hereby given to the City Manager to withhold or postpone the expenditure of any funds appropriated in this ordinance when it appears to the City Manager that it would be in the best interest of the City for such expenditure to be withheld. This provision shall not in any way limit or restrict the right of the City Council to direct immediate disbursement of any appropriated funds when City Council is of the opinion that the funds should be expended regardless of the position taken by the City Manager.

SECTION XVI - SPECIAL AUTHORIZATION – STAFFING AUTHORIZATION:

Funds allocated in this budget ordinance are meant to fund the employment of 436 Full Time positions for fiscal year 2024.

This Ordinance is approved and adopted this 26th day of June 2023.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Kristin Jones, Assistant to the City Manager

Subject: Fee Schedule for FY 2023-2024

Action Requested by City Council

Adopt the fee schedule for FY2023-2024.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

As part of the annual budget process, City Council approves a user fee schedule for the upcoming fiscal year. This fee schedule implements the fees necessary to execute and implement the budget ordinance.

Fiscal Implications

Most of the fees remained unchanged for the upcoming fiscal year. There are a few changes identified and highlighted in the fee schedule attached. The majority of the fee changes occur in the Parks and Recreation Department.

Policy Issues

Adopting a fee schedule annually is a preferred way of ensuring that all fees are properly charged to residents and non-residents alike.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt the Fiscal Year 2023-2024 Fee Schedule (Recommended).**
2. Do not adopt a fee schedule.
3. Defer action to a future meeting.

Attachments

1. FY 24 Proposed Fee Schedule

Proposed Fiscal Year 2024 Fee Schedule

Proposed June 26, 2023

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Admin

Public Records	**Fee**
Copies of Documents (per sheet)	10 cents
Copies of Ordinances (each)	$10
Thumb Drive with Data	$ 5

Legal Notices	**Fee**
Legal Advertisements & Newspaper Ads.	$300 or actual cost, Whichever is greater.
Returned Check Fee	$25.00

HR

Employee Notices	**Fee**
Wage Garnishment Notice (each)	$14.35
Employee ID Badge replacement	$10.00

Police

Police Permits and Services		**Fee**
Fingerprinting	In-Town Residents	$15.00
	Out-of-Town Residents	$25.00
Sound Permits		$25.00
Pawn Brokers Permits		$275.00

Transportation

	Fee
Vehicle license fee	$30.00 (annually)

Downtown Parking

	1st Vehicle	2nd Vehicle	3rd Vehicle
Guaranteed Parking Permit (Vida Deck)	Vida Issued	$30.00 (monthly)	$60.00 (monthly)
Non-Guaranteed Parking Permit (Surface Lots Only)	Vida Issued	$15.00 (monthly)	$30.00 (monthly)
Lost Permit Replacement Fee	$5.00 (each)	$5.00 (each)	$5.00 (each)

Grace Period:	30 minutes	
Non-Peak Rate:	Everyday 1am to 4pm: (No partial charges)	$1 / Hr.
Peak Rate:	Everyday 4pm to 1am: (No partial charges)	$3 / Hr.
Daily Rate:	Starts after 5 hours:	$25
Multi Day Rate:	For resident guests:	$10 / Day
"Pass back" Penalty:		$100

Planning and Zoning

	Fee
Zoning Map Amendment: **plus applicable Legal Ad & Mailed notification fees*	$500.00
Conditional Zoning Map Amendment: **plus applicable Legal Ad & Mailed notification fees*	$600.00
UDO Text Amendment:	$400.00
Special Use Permit: **plus applicable Mailed notification fees*	$600.00
Variance, Appeal, Nonconformity Adjustment: **plus applicable Mailed notification fees*	$300.00
Mailed Notification Fees:	
1-20:	$25.00
21-50:	$75.00

50-100:	$175.00
Over 100:	$300.00
Grading Permit *(without Site Plan)*: **plus $25 per additional acre*	$50.00
Driveway Permit:	$25.00
Zoning Clearance Permit (Fees are for each item separately, even if combined in a single zoning clearance permit application)	
Residential 1F:	$25.00
Residential 2F:	$25.00
Multi-family *(5 units or less)*:	$250.00
Multi-family *(more than 5 units & whichever is greater)*:	$300.00 or $.04/SF
Accessory *(Residential and Non-Residential)*	$25.00
Non-Residential	$30.00
Temporary Use	$50.00
Temporary Construction Trailer	$50.00
Home Occupation	$50.00
Signs	$40.00
Certification Letter **Zoning, Watershed, Floodplain, demo permits, etc.*	$25.00
Change of Use permits:	$30.00
Site Plan Review (Multi-family Residential & Non-Residential): **plus $100 per additional acre*	$200.00
Subdivision Fees	
Plat Exception:	No Charge
Minor Subdivision Plat Review:	$50.00
Minor Subdivision Plat Revision:	$40.00
Preliminary Major Subdivision Plat Review	$400.00 (*plus $30 per lot*)
Preliminary Major Subdivision Revision	$50.00 (*Minor Amendment*)
Final Subdivision Plat Review	$200.00
Final Subdivision Plat Revision	$40.00

PUBLICATION FEES.

Land Use Plan	$25.00
Kannapolis Development Ordinance	$50.00
• Map – Extra Large: (36”X48”)	$20
• Maps – Large: (24”X36”)	$15
• Maps - Medium: (18”X24”)	$10
• Maps – Small: (8.5”X11”)	$5

** All fees established are due and payable at the time of product delivery or upon initial submittal of any item or items to be reviewed, processed or approved. All fees are non-refundable with the following exception: 75% of processing and notification fees for map amendments listed in Part 1

of this ordinance may be refunded if an application is withdrawn within seven (7) days following a pre-hearing neighborhood meeting.
** There will be a $25.00 returned check fee for any check received by the City.

Fire

REQUIRED CERTIFICATE OF COMPLIANCE	**Fee**
Certificate of Compliance	
1-1,000 SF	$20.00
1,001-20,000 SF	$50.00
20,000-50,000 SF	$100.00
50,000-70,000 SF	$200.00
Every 20,000 SF over 70,000 SF is an additional	$50.00
Certificate of Compliance Re-inspections	$ 50.00
Plan Review	
Construction	$50.00+ .025/sf
Up-Fit	$50.00+ .025/sf
Site Plan	$50.00
Re-review fee	$50.00
* *applied on third submittal & each re-submittal thereafter*	
Hydrant flow test (fee per hydrant)	$150.00
Temporary Power Inspection	$50.00
Load Merchandise Inspection	$50.00

(1) For multi-tenant building, fees are per tenant.
(2) For multiple building owned by the same owner(s), fees are per building as defined by the NC Building Code, Vol. 1.
(3) Individuals or companies that have not secured permits or Certificates of Compliance prior to beginning work or occupying the structure shall be charged double the listed amount.
(4) Re-inspections of the sprinkler system, fire alarm system, or building for Certificate of Compliance will result in an additional fee per inspection.

REQUIRED CONSTRUCTION PERMITS

	Permit Fee	**Test Fee**
Automatic Fire Extinguishing Systems (Ansul/Sprinkler)	$150.00	$150.00**
Compressed Gases	$150.00	$150.00
Fire Alarm & Detection Systems	$150.00	$150.00**
Fire Pumps	$150.00	$150.00
Flammable & Combustible liquids	$150.00	$150.00
Hazardous Materials	$150.00	$150.00
Industrial Ovens	$150.00	$150.00
Spraying or Dipping Operations	$150.00	$150.00
Standpipe Systems	$150.00	$150.00

NOTE: Any system installation prior to plan review and/or a permit being issues will incur a double fee.
Any structure over 70,000 SF x .002 + $150 **
(DOES NOT INCLUDE HOOD SYSTEM/ANSUL)

REQUIRED OPERATION PERMITS	**Fee**
Amusement Buildings	$150.00
Carnivals and Fairs	$300.00
Covered Mall Buildings	$150.00
Exhibits and Trade Shows	$2,500/yr or $150.00/event
Explosives (blasting)	$100/1-day or $300/90-days
Liquids Use, Dispensing, Storage, Transportation	$150.00
UGST/AGST Install, Alter, Remove, Abandon	$250.00/site
Change in Liquid in Tanks	$150.00
Liquid Dispensing – AGST/UGST to Vehicles	$150.00
Liquid Dispensing – Tanker to Vehicles	$150.00
Pyrotechnic Special Effects Material (Fireworks)	$300.00/day & site
Spraying or Dipping	$150.00
Tents & Canopies	$50.00/tent

REQUIRED OTHER CHARGES/FEES

	Fee
Environmental Site Assessment Research	$25.00 per hour (*one hour minimum*)
Fire Flow request/Special Request (fee per hydrant)	$150.00/hydrant
Stand-by firefighters	$20.00/hr per firefighter
* *when required by fire official or requested by occupant*	
After Hours Inspection – Special Request	$35.00/hr (*minimum of 2 hours*)
After Hour Plan Review – Special Request	$150.00/submittal
Other inspections by request	$100.00
Knox/Lock Box Maintenance (Found with incorrect key)	$100.00
Re-inspections (third visit or additional inspections)	$50.00
State License Inspection Fee (ABC, State Bar, etc.)	$100.00
Daycare & Nursing Home License Inspection Fee	$ 75.00
Group Home License Inspection Fee (annually)	$75.00
Foster License Inspection Fee (annually)	$20.00 (s*econd visit $50.00*)
Fire Incident Report Copy(s)	$1.00 (*per report*)
Fire Extinguisher Recharge use for class	Current Market Rate per Ext.
Fire Extinguisher Program (Training Class)	$ 50.00/On-site (Fire Station/City Hall)
Fire Extinguisher Program (Training Class)	$75.00/Off-site at Requested Business

ANNUAL FIRE INSPECTION PROGRAM

	Fee
First Inspection (initial)	$0.00
Second Visit Re-inspection	$0.00

Third Visit Re-inspection	$50.00
Fourth Visit Re-inspection	$100.00

Additional Re-inspections will increase at $50 per inspection until violations are corrected.

HAZARDOUS MATERIALS FEES:

Solids (lbs)	Liquids (gals)	Gases (SCF)	Fee
< 501	< 56	< 201	$50.00
501 – 5,000	56 – 550	201 - 2000	$150.00
5,001 – 25,000	551 – 2,750	2,001 – 10,000	$200.00
25,001 – 50,000	2751 – 5500	10,001 – 20,000	$250.00
50,001 – 75,000	5501 – 10,000	20,001 – 40,000	$300.00
>75,000	> 10,000	>40,000	$300.00
pound ***(plus .01/per gallon//scf in excess of listed amount)*			
NOTE: Excluding LPG/Medical gases			
LPG (Excludes LPG used ONLY for heating and cooking)			$150.00/tank
Medical Gasses			$150.00/tank
Radioactive Materials any amount			$125.00

STAND-BY PERSONNEL/EQUIPMENT

	Fee(work hrs.)	Fee(Overtime)
Ladder/Hazmat	$**125.00**/$95.00	
Engine/Tanker	$95.00	
Crash Truck/ Heavy Rescue	$95.00	
Rescue Units	**$95.00**	
Mobile Command Unit/Bus	$30.00	
USAR	$28.00	
Light Vehicles (Cars/Pick-ups)	$17.00/$27.00	
Trailers	$10.25	
Mules/ATV	$8.00	
Assistant Chief/Division Chief	**$35.87**	**$53.81**
Battalion Chief	**$23.39**	**$35.08**
Fire Captain	**$21.21**	**$31.82**
Engineer	**$17.45**	**$26.18**
Firefighter	**$15.07**	**$22.61**
Risk Reduction Personnel	**$25.49**	**$38.24**

Based on Stand-by per quarter hour, minimum 2 hours.

HAZMAT SUPPLIES

Item	Rate
Level "A" (enclosed, splash, and vapor protection)	
Large-XLarge	1775.00
2XLarge	1975.00
Level "A" Suits (Flash protection)	
Large – Xlarge	2495.00

Item	Rate
XXLarge	2695.00
Level B Suits (Splash protection)	
S- XLarge	170.50
2XL to 4XL	207.00
Tyvek Disposable Coveralls	17.00
Butyl Gloves	76.25 pair
Silver Shield Gloves	10.95 pair
Nitrile Gloves	5.30 pair
Rain fair Latex Nuke Boots (yellow over boots)	6.00 pair
Chem-Tape (for sealing gaps in suits at sleeve, ankle, hood and storm flap)	42.00
Pipettes	1.00 ea
Boom 8 x 10	72.64
Boom 3 x 10	10.77
Boom 3 x 4	6.40
Absorbent	15.00/bag
Absorbent pads 17”x19” (Universal, oil only and Haz-Mat)	.75 ea
Absorbent Pillows 16”	5.07 each
Absorbent Padding Roll (Universal) 30”x150’	105.00 roll
Pail of Acid Neutralizer 40 lb.	132.95
Pail of Base Neutralizer 40 lb.	360.00
Soda Ash 50lb. bag	45.25
55 gallon drums	99.00
Overpack Drum	189.00
20 gallon containment Pool	82.00
66 gallon containment Pool	120.00
100 gallon containment Pool	193.95
150 gallon containment Pool	206.95
Drain seal/inlet guard	78.40
3’x2’ Magnet Drain Cover	95.60
2’x2’ Magnet Drain Cover	63.80
Large Wooden Cone Plug	10.00
Small Wooden Cone Plug	5.00
Plug N Dike	28.00
Flow Stop Football	88.00
Flow Stop Golfball	46.00
Foam Class B (Thuderstorm)	37.00/gallon
Foam Class A	12.75/gallon
Drager CMS Chips	
Acetic Acid 2 -50 ppm	77.95
Acetone 40-600 ppm	81.25
Ammonia 2-50 ppm	55.31
Ammonia 10-150 ppm	55.31
Benzene 10-250 ppm	147.91
Benzene 0.2-10 ppm	144.65
Carbon Dioxide 200-3000ppm	55.52

Item	Rate
Carbon Dioxide 1000-25000ppm	55.52
Carbon Monoxide 5-150ppm	53.70
Chlorine 0.2-10 ppm	55.31
Formaldehyde 0.2-5 ppm	75.85
Hydrochloric Acid 1-25 ppm	70.17
Hydrogen Peroxide .2-2 ppm	79.49
Hydrogen Sulfide 2-50 ppm	55.31
Methanol 20-500 ppm	89.20
Nitrogen Dioxide .5-25 ppm	55.24
Nitrous Fumes (NO + NO2) 0.5-15ppm	53.70
Perchloroetheylene 5-500 ppm	64.74
Petroleum Hydrocarbons 100 – 3000ppm	78.53
Petroleum Hydrocarbons 20-500ppm	79.42
Phosgene .05-2.0ppm	89.20
Phosphine 1-25 ppm	66.91
Sulfur Dioxide 0.4-10 ppm	55.24
Trichloroethylene 5 – 100 ppm	64.00
Vinyl Chloride 0.3-10 ppm	70.87
Drager and GasTec Detector Tubes	
Acetaldehyde 100-1000ppm	66.71
Acetic Acid 5-80ppm	62.81
Ammonia 5-700ppm	55.75
Carbon Dioxide 0.5-20% Vol	88.30
Chlorine 0.3 – 5ppm	66.03
Chlorine 50-500ppm	63.97
Chlorobenzene 5-200ppm	63.97
Clan Lab Simultaneous Test Set	75.92
Cyanogen Chloride .25-5ppm	85.03
Haz-Mat Simultaneous Test Set 1 (inorganic)	127.16
Haz-Mat Simultaneous Test Set 2 (inorganic)	127.16
Haz-Mat Simultaneous Test Set 3 (organic)	127.16
Hydrocyanic Acid 2-150ppm	58.26
Hydrogen Cyanide 0.36-120 ppm	78.51
Hydrogen Flouride .5-90ppm	67.44
Nitrogen Dioxide 0.1-30ppm	80.12
Nitrogen Dioxide 0.5-125 ppm	52.97
Organic Arsenic Qualitative	80.26
Organic Basic Nitrogen Comp 1mg/ m3	85.73
Phenol 0.4-187 ppm	80.97
Phosphoric Acids Esters Up to .05ppm	104.94
Thioether 1mg/ m3	86.08
Vinyl Chloride 0.25-54 ppm	80.26

Item	Rate
Decon Pools/Burms	360.00 ea
Chemical Classifiers Strips	10.00 ea
PH Papers	10.00 roll
Chemical Agent Detection Paper/Tape	50.00 ea
35 gallon trash can	30.00
Drum Sampler Tube	7.00 ea
Decon Solution	88.00/gallon
Tarp	57.00 ea
Mercury Spill Kit	24.00 ea
1 lb of 8p nails	3.47
1 lb of 16p nails	4.20
1 lb of 3” deck screws	9.94
4’ x 8’ 7/16” OSB Sheathing	7.25
4” x 6” x 12’ Lumber	22.00
4” x 4” x 16’ Lumber	21.00
2” x 4” x 16’ Lumber	7.00

Parks

VILLAGE PARK SHELTERS

	½ Day Rental	Full Day Rental
Shelter A		
Resident	$25	$40
Non-Resident	$32	$55
Shelter B		
Resident	$45	$80
Non-Resident	$55	$100
Shelter C		
Resident	$25	$40
Non-Resident	$32	$55
Shelter C- Saturdays - 2 hour rental		
Resident	$15	
Non-Resident	$20	
Shelter D		
Resident	$35	$60
Non-Resident	$45	$80
Shelter E		
Resident	$25	$40
Non-Resident	$32	$55
Rental of all 4 shelters		
Resident	$110	$144
Non-Resident	$200	$270

Descriptions of Shelter Areas:

Village Park Shelter A – use by reservation only

Shelters A & C hold approximately 36 people and have 6 picnic tables. These shelters offer power receptacles and grills. They are located close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter A is $25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $40. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter B – use by reservation only
Shelter B holds approximately 96 people and has 16 picnic tables. Shelter B offers power receptacles and a grill. This shelter is close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter B is $45 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $80. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter C – use by reservation only
Shelters A & C hold approximately 36 people and have 6 picnic tables. These shelters offer power receptacles and grills. They are located close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter C is $25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $40. BIRTHDAY PARTY TIME BLOCKS: On Saturdays, Shelter C may be reserved in 2-hour time blocks. (9:30 – 11:30, 12:00 – 2:00, 2:30 – 4:30, 5:00 – 7:00). Cost for residents to reserve a 2-hour time block is $15.00. Two Hour time blocks and half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter D – use by reservation only
Shelter D holds approximately 60 people and has 10 picnic tables. Shelter D offers power receptacles and a grill. This shelter is close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter D is $35 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $60. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter E – use by reservation only
Shelter E holds approximately 24 people and has 4 picnic tables. Shelter E offers power receptacles and a grill. This shelter is located adjacent to the playground and close to the splash pad, carousel and train. Cost for a resident to reserve Shelter E is $25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $40. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

BAKERS CREEK PARK SHELTERS

	½ Day Rental	Full Day Rental
Shelters 1, 2 &3		
Resident	$40	$65
Non-Resident	$47	$72
Shelter 4		
Resident	$25	$45
Non-Resident	$32	$52
Shelter (930 West 8th Street)	$50	
Individual Picnic Sites:		
Site A (3 tables, 1 grill, seats 20 - 24)	$15	$30
	½ Day Rental	Full Day Rental
Site B (2 tables, 1 grill, seats 12 - 15)	$10	$20
Site C (2 tables, 1 grill, seats 12 - 15)	$10	$20

Site D (1 table, 1 grill, seats 8-10)	$5	$10

Descriptions of Shelter Areas:

Bakers Creek Park Large Picnic Shelters – use by reservation only
Shelters 1 & 2 hold up to 90 people and Shelter 3 holds up to 125 people. These large picnic shelters offer water, lights, receptacles, grills and horseshoe pits.

Bakers Creek Small Shelter Picnic Site (Shelter #4) – use by reservation only
This one covered picnic site is available that holds up to 30 people. Four large picnic tables and a grill are included. No power, water or horseshoe pits are available. Located adjacent to playground.

Mountain Street Park (Bakers Creek Park Expansion) Shelter – use by reservation only
The Expansion Park, located at the corner of **930 West 8th St. and Mountain St**., offers four picnic tables, a grill, playground, two sand volleyball courts, horseshoe pits and restrooms. Limited parking is available. Good for small groups under 30 people. For use only daily, no half-day rentals.

OTHER FEES

- Excessive Cleaning (see policy): $30/hr.
- Police Officer: If required, rate will be provided during application submission

HOURS

- Business Hours: 8:00AM – 5:00PM (Mon – Fri)
- After Business Hours: Nights and Weekends
- Holidays: Any designated City holiday

VILLAGE PARK AMPHITHEATER

Refundable Security Deposit: $500

Resident for-profit:	$550
Resident non-profit:	$350
Non-Resident for-profit:	$1,050
Non-Resident non-profit:	$800
Staffing (2 staff required):	$25/per hour (3hr minimum)
Parking:	$12/per hour per person
EXTRA FEES	
Set-up	$200
Clean-up	$300
Sound	$250

** each additional hour after 5 hours is $50/hour*

SPLASH PAD	$1.50/per person per day children 1 year of age and under are free
TRAIN	$1.50/per person per ride children 1 year of age and under are free
CAROUSEL	$1.50/per person per ride

children 12 months of age and under are free

*10% off for the purchase of 10 tickets or more for the train/carousel; or 10% off the purchase of 10 wristbands or more for the splashpad

CAROUSEL/TRAIN PHOTO SHOOTS — $30/hr. (1 hour minimum)
**Only permitted during non-operational hours for both*
**No earlier than 8 am and not later than 9 pm*

FAST PASS — $5.00

SENIOR TRIPS — Variable

YOUTH ATHLETICS — $40 Residential

$60 Non- Residential

GYM RENTALS *(KMS city schools)*

- $30/ per hour Residential
- $40/per hour Non-Residential

CEMETERY FEES

- Transfer of burial rights within a family: $25.00
- Transfer of burial rights outside of immediate family members: $200.00/per plot
- Transfer of vacant plots to the City: No Charge
- Burial Fee (must be paid prior to burial): $150.00/per plot
- Security deposit to ensure marker (must be paid prior to burial): $280.00

GEM THEATRE

Movie Tickets:	Before 6pm: $4.00 *(all tickets)* After 6pm: Children and Seniors: $4.00, Adults: $5.00
Photo Shoots inside theatre	$30/hr. (1 hour minimum) **Only permitted during non-operational hours* **No earlier than 8 am and not later than 6 pm (M-F only)*
Special Event Room:	Business Hours: $40.00 per hour Evenings and Weekends: $50.00 per hour Refundable Security Deposit: $100 - $250.00
Special Events for whole theater: *Example: Graduation ceremony/private non-movie event* *(prior to show times)*	$1,000 minimum *includes 5 hours; each additional hour $200.00*

Special Events for whole theater: *Example: Private event during a normal show time*	$3,000 minimum *includes 5 hours; each additional hour $200.00*
Theater for special movie showings (outside normal hours):	$240 *minimum ($4.00 per person afterwards)* + ***applicable licensing fees***
School Groups for special movie showing:	$200 *minimum ($2.00 per person afterwards)* + ***applicable licensing fees*** **Group Rate Concessions:** **$1.50 small drink** **$1.50 small popcorn**
Special Message on the Marquee:	$50.00 *(3 hours for one side)*
Birthday Party Packages	$200.00 includes: • Admission, small popcorn, and medium drinks for 15 guests for the current movie showing at one of the already scheduled movie times. • One hour of use of the party room either before or after the movie. • Use of our fountain drink machine in the party room during that time. • Each additional guest is $7.75 after the first fifteen. • Parents/Chaperones ratio must be 1:10 for anyone under the age of 18.
Bulk Ticket Pricing: ***(valid during any showtime)***	$3.50 per child/senior ticket (25 tickets or more) $4.50 per adult ticket (25 tickets or more)

	Kannapolis Based Organization (Resident)	**Non-Kannapolis Based Organization (Non-Resident)**
Softball field without lights	$10.00 per hour per field	$15.00 per hour per field
Softball field with lights	$20.00 per hour per field	$30.00 per hour per field
*There will also be a $15.00 per field/per time that fields are lined and dragged.		
Soccer field without lights	$15.00 per hour per field	$20.00 per hour per field
Soccer field with lights	$26.00 per hour per field	$35.00 per hour per field

Fields available for reservations:			
	Fence distance Field size	Base distance options	Pitching distance options
Bakers Creek Park softball field (1 available)	285 ft	65’	50’
Safrit Park softball fields (2 available) 1415 Bethpage Road	300 ft	60’, 65’, or 90’	46’ or 54’

Safrit Park soccer field (1 available) 1415 Bethpage Road	225 x 360	N/A	N/A
Kannapolis Middle School (baseball field) 1445 Oakwood Avenue	305 ft	90’	mound
Kannapolis Middle School (softball field) 1445 Oakwood Avenue	225 ft	65’	
Kannapolis Middle School (football & soccer field) 1445 Oakwood Avenue			

Rainout Hotline & Program Information number: 704-920-4344
In cases of inclement weather, the Kannapolis Parks and Recreation Department reserves the right to close any athletic field for safety or maintenance concerns. The hotline will be updated at 4:00 p.m. on each questionable day. Please call the number above to see if your games are being played or not.

Rate	Lining	Turface	Additional Fees	Lights	Deposit
$150/day per field	one free lining then $15/prep	$12/bag	$75 gate, 100% concession	$15/hr. per field	$100

Tournament Cancellations:
A tournament that is cancelled after 5:00 PM on Wednesday (non-weather related) will be charged $100 for the first cancellation, $100 for a second cancellation and $100 for a third cancellation. Aside from the $100 cancellation fee, all remaining tournaments will be removed if the user has canceled a tournament for a third time.
A tournament that is cancelled after 5:00 PM on Wednesday (weather-related) will be credited with the rental fee for a future date. Please note all weather-related cancellation will be subject to approval.
If the tournament is cancelled by the Parks and Recreation department due to weather after it has begun, the following format will be used to determine the amount of credit for future field rentals:
Less than ½ of the tournament has been played, 100% of remaining tournament fees will be credited
More than ½ of the tournament has been played, 50 % of remaining tournament fees will be credited

	Kannapolis Based Organization (Resident)	Non-Kannapolis Based Organization (Non-Resident)
Tennis court	$3.00 per hour per court	$5.00 per hour per court
Tennis court lights	$4.00 per hour	$4.00 per hour
*Light fee covers all lights at tennis complex.		

Special Event Fees

Police: The Special Events Committee, in consultation with the Kannapolis Police Department, shall determine the number of police officers required to appropriately manage street closures and for internal security, as well as the time when such services shall commence and end. Applicants will be invoiced before the event at the rate of $35.00 per hour per police officer assigned to the event. These fees are due one (1) week before the event.

Fire and EMS: The Special Events Committee, in consultation with the Kannapolis Fire Department will determine the number of Emergency Medical Personnel required as well as the time when such services shall commence and end. Applicants will be invoiced before the event at

the rate of $35.00 per hour per firefighter/EMS assigned to the event. These fees are due one (1) week before the event.

Street Closure Equipment: The Special Events Committee, in consultation with the Kannapolis Public Works Department, shall determine the need for traffic control equipment to appropriately manage street closures. Applicants will be notified of the recommended controls. The applicant may rent the equipment at the rate of $175.00 per event. These fees are due one (1) week before the event.

Greenway Event Usage: For events held on a Kannapolis Parks and Recreation maintained Greenway usage must be pre-approved by the Special Events Committee.

Insurance: If an event requires a street or sidewalk closure then Comprehensive General Public Liability Insurance is required: $1, 000,000 per person per occurrence with a $2,000,000 aggregate naming the City of Kannapolis as additionally insured. **Certificate should be specifically worded: "The City of Kannapolis, its officers, employees, and agents are additionally insured". If alcohol is being served at the event, Liquor Liability is required to be included in the Certificate of Insurance. Proof of insurance is required at least 30-days before the event.

Current Special Events Permit Fee Schedule: Fees for special events and neighborhood block parties will utilize the below fee schedule.

Permit fees are non-refundable and are subject to change.

Parade, Walk, or Run:	$125
Festival/Exhibition Shows:	
Non-Profit without Sales	$100
For- Profit Organizations	$200
Neighborhood Block Parties:	$50

Fees are not applicable if the event is contained to private property and requires no City resources.

Water and Sewer Fees

WATER RATES	Inside City	Outside City
Individual Water Service: (less than 2 inch) (Note 1)		
• Tier 1 per 1,000 gallons *(0-7,000 gals)*	$ 6.80	$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	$ 7.09	$ 8.30
• Irrigation per 1,000 gallons	$ 7.09	$ 8.30
* Base monthly charge (Note 2)	$ 6.95	$ 8.15
* monthly rate for unmetered service – residential only (Note 3)	$ 47.60	$ 55.65
Private Water Systems (more than one user):		
• Tier 1 per 1,000 gallons *(0-7,000 gals)*	$ 6.80	$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	$ 7.09	$ 8.30
• Irrigation per 1,000 gallons	$ 7.09	$ 8.30
* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant	$ 6.95	$ 8.15
Commercial Water Service		
• Tier 1 per 1,000 gallons *(0-7,000 gals)*	$ 6.80	$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	$ 6.80	$ 7.95
• Irrigation per 1,000 gallons	$ 7.09	$ 8.30
*base monthly charge	$ 6.95	$ 8.15
Fire Line Service: *(incremental charge based on size of line)*		
monthly service rate (4 inch or less) *no increase	$ 47.60	$ 55.65
monthly service rate (6 inch) $16 increase	$ 63.60	$ 71.65
monthly service rate (8 inch) $24 increase	$ 71.60	$ 79.65
monthly service rate (10 inch) $42 increase	$ 89.60	$ 97.65
monthly service rate (12 inch) $73 increase	$ 120.60	$ 128.65

SEWER RATES	Inside City	Outside City
Individual Sewer Service:		
* per 1,000 gallons water used	$ 6.70	$ 6.70
* base monthly charge	$ 3.80	$ 3.80
* monthly rate for unmetered service – residential only	$ 46.90	$ 46.90
Private Sewer Systems (more than one user):		
* per 1,000 gallons based on master meter	$ 6.70	$ 6.70

* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant (Note 2)	$ 3.80		$ 3.80

(Note 1) Water rates for customers with 2 inch meter or larger shall pay inside City rates.
(Note 2) All City customers will pay the base charge in addition to the per 1,000 gallon charge. Master metered customers will pay the base charge times the number of units served in addition to the per 1,000 gallon charge. Residential water customers using metered service for irrigation purposes only, shall not (during periods when level II or higher water restrictions are in effect) be billed a minimum bill for zero (-0-) usage.
(Note 3) Unmetered service is based upon an average bill of 7,000 gallons usage within a given month.

WATER TAP AND CONNECTION FEES	**Inside City**		**Outside City**	
Individual Water Tap Fees:				
* 3/4" service (installation by City)	$ 3,250.00	*	$ 3,250.00	*
* 1" service (installation by City)	$ 3,450.00	*	$ 3,450.00	*
* 1-1/2" service (installation by City)	$ 3,750.00	*	$ 3,750.00	*
* 2" service (installation by City)	$ 4,050.00	*	$ 4,050.00	*
* Larger than 2" (installation by customer or City)	All Cost Borne By Customer		All Cost Borne By Customer	
Fire Line Service Tap:				
* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer	
Tap on of New Water Main to Existing:				
* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer	

Individual Water connection fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note A)

Water meter Size			
* 3/4" service	$ 1,350.00		$ 1,350.00
*1” service	$ 3,000.00		$ 3,000.00
* 1-1/2” service	$ 6,000.00		$ 6,000.00
* 2” service	$ 9,600.00		$ 9,600.00
* 3” service	$ 18,000.00		$ 18,000.00
* 4” service	$ 30,000.00		$ 30,000.00

* 6” service	$ 60,000.00		$ 60,000.00
* 8” service	$ 96,000.00		$ 96,000.00
* 10" service	$ 138,000.00		$ 138,000.00

(Note A)
(1) Tap fee and connection fee shall be per lot or per unit to be served. Commercial Customers shall be all cost borne by customer and the tap fee is waived.

(2) Master metered developments shall pay a connection fee for each lot or individual unit served or fee for meter size whichever is greater.

(3) Connection fee due from residential developers shall be paid before issuance of the zoning clearance permit. (Tap fees are waived where developer has installed water systems in accordance with City Ordinance.)

(4) Connection fee is due from commercial and industrial developers before zoning permits can be issued by the City.

(5) Connection fee for residential customers where a tap fee is also due shall be paid before tap is installed by the City.

(6) Residential and commercial developers who have preliminary plats approved by the City before December 18, 2000 shall be exempt from paying the connection fee.
(7) Commercial and industrial developers who are not required to obtain plat approval shall be exempt from paying the connection fee if zoning permits have been issued by the City prior to December 18, 2000. (Manufactured home parks and multi-family apartment complexes are included as commercial developers).
(8) All applicable fees must be paid before receiving City water service.
(9) All new or modified services in NCDOT owned rights-of-way shall be at cost, All Cost Borne By Customer.

SEWER TAP AND CONNECTION FEES	**Inside City**		**Outside City**
Individual Sewer Service Tap Fees:			
* 4" service (installation by the City) (includes any size pumped by customer)	$ 4,250.00		$ 4,250.00
* 6" or larger or where utility encasement may be required (installation by customer or City)	All Cost Borne By Customer		All Cost Borne By Customer
Tap on of New Sewer Line to Existing:			
* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer

Individual Sewer Connection Fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note B)

Water meter Size

* 3/4" service	$ 1,000.00		$ 1,000.00
*1” service	$ 1,625.00		$ 1,625.00
* 1-1/2” service	$ 3,250.00		$ 3,250.00

* 2” service	$ 5,200.00		$ 5,200.00
* 3” service	$ 9,750.00		$ 9,750.00
* 4” service	$ 16,250.00		$ 16,250.00
* 6” service	$ 32,500.00		$ 32,500.00
* 8” service	$ 52,000.00		$ 52,000.00
* 10" service	$ 74,750.00		$ 74,750.00

(Note B)

(1) Tap fee and connection fee shall be per lot or per unit to be served. Commercial Customers shall be all cost borne by customer and the tap fee is waived.

(2) Master metered developments shall pay a connection fee for each lot or individual unit served or fee for meter size whichever is greater.

(3) Connection fee due from residential developers shall be paid before issuance of the zoning clearance permit. (Tap fees are waived where developer has installed sewer systems in accordance with City Ordinance.)

(4) Connection fee is due from commercial and industrial developers at the time of application for service.

(5) Connection fee for residential customers where a tap fee is also due shall be paid before tap is installed by the City.

(6) Residential and commercial developers who have preliminary plats approved by the City before December 18, 2000 shall be exempt from paying the connection fee.

(7) Commercial and industrial developers who are not required to obtain plat approval shall be exempt from paying the connection fee if zoning permits have been issued by the City prior to December 18, 2000. (Manufactured home parks and multi-family apartment complexes are included as commercial developers).

(8) All applicable fees must be paid before receiving City sewer service.

(9) All new or modified services in NCDOT owned rights-of-way shall be at cost, All Cost Borne By Customer.

SERVICE FEES AND DEPOSITS	**Inside City**		**Outside City**
Service Disconnect / Administrative Fee	$ 30.00		$ 30.00
Service Deposit (Non-Property Owners) * Water or sewer; water and sewer – secured	$ 75.00		$ 75.00
* Water or sewer; water and sewer – unsecured	$ 225.00		$ 225.00
Returned Payment Item * Each	$ 25.00		$ 25.00

HYDRANT METER FEES	**Inside City**		**Outside City**
Construction Hydrant Meter (refundable)	$ 750.00		$ 750.00
Fire Hydrant Use Account (refundable)	$ 250.00		$ 250.00
Annual Hydrant Use Permit Fee* Per vehicle	$ 25.00		$ 25.00

NORTHWEST CABARRUS SERVICE AREA
CAPITAL COST RECOVERY FEES

Water Meter Size	Water	Sewer
* 3/4" service	$ 450.00	$ 967.00
*1" service	$ 1,125.00	$ 2,418.00
*1.5" service	$ 2,250.00	$ 4,835.00
* 2" service	$ 3,600.00	$ 7,736.00
* 3" service	$ 6,750.00	$ 14,505.00
* 4" service	$ 11,250.00	$ 24,175.00
* 6" service	$ 22,500.00	$ 48,350.00
* 8" service	$ 36,000.00	$ 77,360.00
* 10" service	$ 51,750.00	$ 111,205.00

*The above fees are in addition to the normal capital cost recovery fees (also known as "connection fees") currently charged by the City of Kannapolis for service connection. In the case of new development, the current fees are due at the time of zoning clearance permit issuance. Conversely, the capital cost recovery fees described above for the Northwest Cabarrus Services Areas shall be paid in full to the City of Kannapolis prior to obtaining individual zoning clearance permits. These fees may be modified by City Council at any time without prior notification.

WATER & SEWER SYSTEM
ADMINISTRATIVE FEES

Non-payment administrative service disconnect fee	$ 30.00
Returned Check Fee	$ 25.00
Re-connection Fee (after normal business hours)	$100.00
Physical notification of non-payment bill	$ 0.00
Unauthorized / illegal connection or re-connection	$300.00
Locking Devices cut or damaged	$300.00
Meter Yokes damaged	$300.00
Tampering, altering, removing, or replacing meter	$400.00
Water meter bypass	$300.00
Re-read / No Error	$ 50.00
Meter Test Fee *(1 inch or less)*	$100.00

WATER & SEWER SYSTEM
ADMINISTRATIVE FEES

Repeat trip fee (starting with trip #3)	$ 50.00
Inspection Fee for New or Modified Service (if not installed by City Staff)	$ 50.00

MUNICIPAL WATER AND SEWER RATES

City of Concord (*Water and Sewer Services*)	Per Contract
City of Landis (*Water and Sewer Services*)	Per Contract

WATER AND SEWER SERVICE RELOCATION AND DAMAGE

Any relocation of service and/or apparatus, adjustment of grade or elevation, and/or damage to City equipment or infrastructure shall be performed at cost (All Cost Borne By Customer). This will include the cost of labor, equipment, and materials.

Environmental

Residential Environmental Fees ***(per occupied dwelling)***	**Fee**
Recycling/ Solid Waste	$18.10
Additional Trash Bin Fee	$2.50
Additional Recycle Cart	$2.50
Garbage Ordinance Violation	$50.00

Commercial Environmental Fees *(reflects a 2.55% CPI increase per Waste Management)*

Commercial (City Bulk Pick Up)	**1X per Wk**	**2X per Wk**	**3X per Wk**	**4X per Wk**	**5X per Wk**
4 Yd	$51.92	$103.85	$155.77	$207.70	$259.63
6 Yd	$78.30	$156.60	$234.89	$313.19	$391.49
8 Yd	$104.52	$209.05	$313.57	$418.11	$522.64
Commercial (Business)	**1X per Wk**	**2X per Wk**	**3X per Wk**	**4X per Wk**	**5X per Wk**
4 Yd	$102.79	$195.22	$292.16	$390.41	$476.09
6 Yd	$122.72	$235.09	$353.90	$472.75	$590.28
8 Yd	$137.69	$275.38	$413.07	$550.73	$688.44
Container Size (Recycle)	**1X per Wk**				
4 Yd	$102.79				
6 Yd	$122.72				
8 Yd	$137.69				

*8-yard cardboard only 3x/week $342.76

Stormwater

STORMWATER RATE TIER SCHEDULE

Impervious Area Size *(per Equivalent Residential Unit)*	**Fee**
Tier 1 – < 1,200 square feet	$5.75
Tier 2 – 1,200 – 3,250 square feet	$7.25
Tier 3 - > 3,250 square feet	$8.75
Commercial – Per 3,250 square feet	$7.25

Event Space Rentals

- A $100.00 security deposit is required for all meetings
- A $250.00 security deposit for all parties, receptions, and banquets

Rate Table				
RATES ARE PER HOUR	**Reservation Deposit %**	**Business Hours Rate**	**After Hours Rate**	**Security Fee *Refundable***
CITY HALL & POLICE HEADQUARTERS				
Laureate Center – Section A	25 %	$ 75	$ 85	$ 100 - $ 250
Laureate Center – Section B	25 %	$ 75	$ 85	$ 100 - $ 250
Laureate Center – Section C	25 %	$ 75	$ 85	$ 100 - $ 250
Laureate Center – Section A & B	25 %	$ 150	$ 175	$ 100 - $ 250
Laureate Center – Section B & C	25 %	$ 150	$ 175	$ 100 - $ 250
Laureate Center – Section A, B, & C	25 %	$ 200	$ 225	$ 100 - $ 250
Kitchen	25 %	$ 25	$ 35	$ 100 - $ 250
Council Conference	25 %	$ 50	$ 60	$ 100 - $ 250
The Gallery*	25 %	$ 25	$ 35	$ 100 - $ 250
Shell Space	25 %	$ 15	$ 20	$ 100 - $ 250
Terrace – Section A**	25 %	$ 20	$ 25	$ 100 - $ 250
Terrace – Section B**	25 %	$ 20	$ 25	$ 100 - $ 250
Terrace – Sections A & B**	25 %	$ 30	$ 40	$ 100 - $ 250
ADDITIONAL FACILITIES				
Cabarrus Bank Building	25 %	$ 60	$ 65	$ 100 - $ 250
Train Station – Conference A	25 %	$ 55	$ 60	$ 100 - $ 250

Village Park Multi-Purpose	25 %	$ 50	$ 55	$ 100 - $ 250
Village Park Patio	25 %	$ 15	$ 20	$ 100 - $ 250
Public Works Training Room	25 %	$ 45	n/a	$ 100 - $ 250
Veterans Park Gazebo	25 %	$ 25	$ 30	$ 100 - $ 250
Dale Earnhardt Plaza	25 %	$ 20	$ 25	$ 100 - $ 250

** Gallery areas cannot be rented unless space in the Laureate Center is rented.*

*** Outside Terrace Areas cannot be rented unless inside space is rented.*

- Extended Time Rental – 15% discount when any room or combinations of rooms are rented for 12+ hours during a single booking

- Multi-Space Rentals – 20% discount when all first floor spaces at City Hall and Police Headquarters are rented. (Includes: Laureate Center Sections A, B and C, Kitchen, Council Conference Room, The Gallery, Shell Space and Terrance A and B)

- Permanent Tenant Rate – 20% discount when any room or combinations of rooms are rented monthly for a time span of two (2) or more hours each month and an annual agreement with twelve (12) monthly meetings scheduled.

- Dance Floor: $450

- Stage: $50 per 3'x6' section; ($450 for complete unit)

Private Use Zones

Private Use Zone ID	Hourly Rate	After Hours Hourly Rate	Annual License Fee
1A	$10.00	$15.00	$181
1B	$5.00	$10.00	$77
1C	$10.00	$15.00	$189
1D	$5.00	$10.00	$77
1E	$10.00	$15.00	$210
1F	$5.00	$10.00	$32
1G	$10.00	$15.00	$308
2A	$5.00	$10.00	$66
2B	$5.00	$10.00	$65
2C	$5.00	$10.00	$86
2D	$5.00	$10.00	$24
2E	$10.00	$15.00	$204
3A	$5.00	$10.00	$12
3B	$5.00	$10.00	$24
3C	$5.00	$10.00	$63

Private Use Zone ID	Hourly Rate	After Hours Hourly Rate	Annual License Fee
3D	$10.00	$15.00	$140
3E	$5.00	$10.00	$68
3F	$5.00	$10.00	$88
3G	$10.00	$15.00	$175
3H	$5.00	$10.00	$59
3I	$5.00	$10.00	$63
3J	$5.00	$10.00	$63
3K	$5.00	$10.00	$99
6B	$5.00	$10.00	$30
6C	$5.00	$10.00	$88
7A	$20.00	$25.00	$425
7B	$5.00	$10.00	$61
7C	$5.00	$10.00	$11
7D	$10.00	$15.00	$263
7E	$5.00	$10.00	$88
8A	NA	NA	$1,013
Reserved Parking Space (1)	$5.00	NA	$162
Reading Room	$20.00	$25.00	NA
Event Lawn	$25.00	$30.00	NA
Platform 1	$25.00	$30.00	NA
Platform 2	$30.00	$35.00	NA
Pergola	$20.00	$25.00	NA
Pump House Patio	$25.00	$30.00	NA
Reading Room Terrace	$20.00	$25.00	NA
Putting Green	$20.00	$25.00	NA

NOTES:

1. Annual License Fees (except reserved parking) are based on $0.25 per square foot of space. The actual square footage calculation will be included as part of the license issuance.
2. All hourly rentals require a 50% reservation deposit and refundable security deposit of $100.
3. Hourly Rates are Monday Through Friday 7:00 AM to 6:00 PM. All other times will be subject to the After Hours Rate.

*See Private Use Zone Ordinance for map of Zone ID designations

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Sherry Gordon, Community Development Program Administrator

Subject: Community Improvement Commission Appointments

Action Requested by City Council

Motion to reappoint three members and appoint one new member to the Community Improvement Commission.

Required Votes to Pass Required Action

Requires 2/3's vote or 5 votes

Background

The Community Improvement Commission has three members with terms expiring on June 30th and one vacant seat with an unexpired term to fill.

Amos McClorey, Jacqueline Anthony and Spencer Swain's terms will expire on June 30th and they all have expressed interest in continuing to serve on the commission. Staff supports reappointing these members.

Teresa (Tess) Dalsing relocated outside of the city limits, thereby creating a vacant seat with an unexpired term, and the staff recommends appointing John Middleton to fill the vacant seat. Applications were previously provided by the Kannapolis City Clerk.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

Approve appointments to the Community Improvement Commission

Attachments

1. CD member list 2022-23

KANNAPOLIS COMMUNITY IMPROVEMENT COMMISSION
July 2022 - June 2023

Chairperson Amos McClorey 1413 Cooper Avenue Kannapolis, NC 28081	(H) 704-938-4500 (C) 704-560-1877 Email: mccloreya@yahoo.com Term: 2 Term expires: June 30, 2023
Vice Chairperson Theron Smoutherson 614 N. Juniper Avenue Kannapolis, NC 28081	(C) 980-621-8494 Email: theron1970@hotmail.com Term: 2 Term Expires: June 30, 2025
Jacqueline Anthony 1563 Kingston Drive Kannapolis, NC 28083	(C) 704-352-7248 Email: jantdesigns@gmail.com Term: 2 Term Expires: June 30, 2023
Yolanda Thompson 2308 Coach House Lane Kannapolis, NC 28081	(H) 704-933-8370 (C) 980-621-0081 Email: yolaniedcor@outlook.com Term: 2 Term Expires: June 30, 2025
Mark Goodnight 909 N. Main Street Kannapolis, NC 28081	(H) 704-938-9259 (C) 704-773-0818 Email: markgoodnightrealtor@gmail.com Term: 2 Term expires: June 30, 2025
Teresa (Tess) Dalsing 901 Central Drive Kannapolis, NC 28083	(C) 704-591-9173 Email: ttess51070@gmail.com Term: 2 Term Expires: June 30, 2024
Patricia Ware 605 Hillside Street Kannapolis, NC 28083	(C) 980-677-6122 Email: patriciaware0675@gmail.com Term: 2 Term Expires: June 30, 2024
Spencer Swain 3676 Trinity Church Rd. Kannapolis, NC 28081	(C) 704-202-5057 Email: spencerswain@familiesfirst.org Term: 1 Term Expires: June 30, 2023
Debbie Wilkinson 306 Larry Drive Kannapolis, NC 28083	(C) 704-699-6915 Email: debbiegwilkinson@gmail.com Term: 1 Term Expires: June 30, 2024

This Commission meets the third Tuesday of January, February, April, May and August at 6:00 pm., at the Kannapolis City Hall/Police Headquarters located at 401 Laureate Way, Kannapolis, NC.

Meetings are subject to rescheduling due to holidays and other events. To ensure that a specific meeting is unchanged, please contact Sherry Gordon, Kannapolis Community Development Program Administrator at (704) 920-4332, or sgordon@kannapolisnc.gov.

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Gary Mills, Parks & Recreation Director

Subject: Parks and Recreation Commission Appointments

Action Requested by City Council

Reappoint Olivia Linkel, Rick Money and Buddy Amerson to new three-year terms on the Kannapolis Parks and Recreation Commission.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

We have three vacancies upcoming on the Kannapolis Parks and Recreation Commission. The applications were reviewed at the May 9th, 2023 meeting of the Kannapolis Parks and Recreation Commission and it was recommended that Olivia Linkel, Rick Money and Buddy Amerson be reappointed to new three-year terms. The recommendation was approved unanimously. Applications were previously provided by the Kannapolis City Clerk.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

Review applications and appoint three other members to the Parks and Recreation Commission.

Attachments

1. Parks and Recreation Member List 2022-23

PARKS AND RECREATION ADVISORY COMMISSION 2022-2023

BOARD MEMBERS	DATE APPOINTED	TERM EXPIRES	TERMS SERVED (original appointment date)
Michael Lee Whitney 604 Old Centergrove Road Kannapolis, NC 28083 Home – 704-960-7789 W: 704-938-2886 Email: mwhitney2007@gmail.com	06/10/19	06/30/2025	2nd (6/10/19)
Cindy Griggs 213 Idlewood Drive Kannapolis, N. C. 28083 H-704-932-0378 C-704-239-4734 Email: CSgriggs@gmail.com	06/22/2015	06/30/2024	4th (06/25/12)
Richard Chaney 1101 S. Windsor Drive Kannapolis, NC 28081 H-704-938-5479 C-704-796-8021 Email: popparktown@gmail.com	06/22/2015	06/30/2024	3rd (06/22/15)
Jeff Ashbaugh - Chair 4949 Copper Creek Trail Kannapolis, NC 28081 H-704-932-8430 C-704-975-0471 Email: jashbaugh@benesch.com	06/22/2015	06/30/2024	3rd (06/22/15)
Richard Money 1001 West A Street Kannapolis, NC 28081 H-704-783-7485 C-704-783-7485 Email: richardmoney04@gmail.com	07/27/2020	06/30/2023	2nd (06/26/17)
Olivia Linkel – Vice Chair 320 Courtland Court Kannapolis, NC 28081 H-980-621-8109 C-980-621-8109 Email: thelinkels@yahoo.com	07/27/2020	06/30/2023	2nd (06/26/17)
Eric Purvis 907 Lee Avenue Kannapolis, N.C. 28081 H-704-9381468 W-C-704-773-9582 Email: epurvispi@yahoo.com	06/10/19	06/30/2025	2nd (6/10/19)
EB Lentz 310 Cook Street Kannapolis, NC 28083 C-704-425-5105 eblentzjr@gmail.com	06/21/21	06/30/2025	1st (6/21/21) 1 yr of unexpired 21-22
Billy “Buddy” Amerson 105 S. East Avenue Kannapolis, NC 28083 H:-704-933-6952; W: 980-622-1248 Email: buddy.amerson@labor.nc.gov	07/27/2020	06/30/2023	1st (7/27/20)

Staff Contact:	
Gary Mills, Director Main: 704-920-4343 Direct: 704-920-4340 Email: gmills1@kannapolisnc.gov	Gabriela Burwell, Administrative Assistant Main: 704-920-4343 Direct: 704-920-4349 Email:gburwell@kannapolisnc.gov

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: Appointments to the Planning and Zoning Commission

Action Requested by City Council

Motion to reappoint current members and to appoint new members to the Planning and Zoning Commission

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Planning and Zoning Commission will have four upcoming openings: three due to expiring terms and one due to a current member moving out of the City's jurisdiction. Staff is recommending the reappointment of both Chris Puckett and Shelly Stein to new three-year appointments. Staff is recommending the appointment of Jamie Richardson to fill the unexpired term of Daniel O'Kelly. There are three years remaining on Mr. O'Kelly's appointment. Staff is also recommending the appointment of Daisy Malit from the Board of Adjustment to the Planning and Zoning Commission to fill the expiring term of Travis Gingras. Applications were previously provided by the Kannapolis City Clerk.

Fiscal Implications

None

Policy Issues

City Council is responsible for the appointment of all City Board and Commission members.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to reappoint current Planning and Zoning Commission members Chris Puckett and Shelly Stein to new three-year terms; appoint new member Jamie Richardson to fill the unexpired term of Daniel O'Kelly; and, appoint current Board of Adjustment member Daisy Malit to the Planning and Zoning Commission to fill the position that will be open from Travis Gingras' expired term. (Recommended)**
2. Appoint others to these seats.
3. Take no action.
4. Table for a future meeting.

Attachments

1. PZ MEMBER LIST 2022-2023

KANNAPOLIS PLANNING AND ZONINGCOMMISSION MEMBERS
July 2022 - June 2023

Chairman Chris Puckett 2770 Keady Mill Loop Kannapolis, NC 28081	(H) 704-933-4035 (C) 704-298-5872 Email: ch2realty@gmail.com Term Expires: 6/30/2023 Term: 2nd
Vice-Chairman Jeff Parker 1630 Eastwood Drive Kannapolis, NC 28083	(H) 704-933-5518 (C) 704-467-1471 Email: wa1wxl@carolina.rr.com Term Expires: 6/30/2024 Term: 2nd
James Litaker 1994 Stratton Ct. Kannapolis, NC 28081	(H/C) 704-467-4808 Email: jlitaker55@gmail.com Term Expires: 6/30/2024 Term: 1st
Larry Ensley 6600 Finger Lake Dr. Concord, NC 28027	(H) 704-782-3725 (C) 980-621-9617 Email: ensley@ctc.net Term Expires: 6/30/2024 Term: 2nd
Daniel O'Kelly 305 S Rose Ave. Kannapolis, NC 28083	(C) 704-701-3631 Email: dokelly17@gmail.com Term Expires: 6/30/2025 Term: 1st
Scott Trott 2909 Donegal Drive Kannapolis, NC 28081	(H) 704-933-3944 (C) 704-743-8404 Email: sbtrott@aol.com Term Expires: 6/30/2025 Term: 4th
Shelly Stein 911 W B St. Kannapolis, NC 28081	(C) 980-866-1272 Email: kreashelly@gmail.com Term Expires: 6/20/2023 Term: 1st
Travis Gingras 1189 Daybrook Dr. Kannapolis, NC 28081	(H) 704-956-1862 (C)704-875-1615 Email:travis@latitude35design.com Term Expires: 06/30/2023 Term: 1st
***Rowan ETJ Representative** Robert Severt, Jr. 1310 Cannon Farm Rd. China Grove, NC 28023	(C) 704-200-4340 Email: severts1310@yahoo.com Term Expires: 06/30/2024 Term: 1st

The Commission meets the third Tuesday of each month, at 6:00 P.M., at the Kannapolis City Hall Municipal Building located at 401 Laureate Way, Kannapolis.

***Appointed by Rowan County Comm. for representation of Extraterritorial Jurisdiction in Rowan County.**

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: Appointments to the Board of Adjustment

Action Requested by City Council

Motion to reappoint current members and to appoint new members to the Board of Adjustment

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Board of Adjustment has five openings due to: three expiring terms, the unfilled Rowan County ETJ Representative, and the vacancy created by the recommended appointment of Daisy Malit to the Planning and Zoning Commission. Staff is recommending the reappointment of Emily Joshi, Holden Sides and Wilfred Bailey; the appointment of Chris Dwiggins to fill the unexpired term of Daisy Malit, if Council chooses to appoint Ms. Malit to the Planning and Zoning Commission. There is one year remaining on Ms. Malit's term on the Board of Adjustment.

Appointment of the ETJ Representative for Rowan County will occur once the Rowan County Board of Commissioners have reviewed the interested applicants for this position. Applications were previously provided by the Kannapolis City Clerk.

Fiscal Implications

None

Policy Issues

City Council is responsible for the appointment of all City Board and Commission members.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to reappoint current Board of Adjustment members Emily Joshi, Holden Sides and Wilfred Bailey to new three-year terms; and, appoint Chris Dwiggins to fill the unexpired one-year term of Daisy Malit. (Recommended)**
2. Appoint others to these seats.
3. Take no action.
4. Table for a future meeting.

Attachments

1. BOA MEMBER LIST 2022-2023

Kannapolis Board of Adjustment
July 2022- June 2023

Chair Ryan French 1905 Pennsylvania Ave Kannapolis, NC 28083	(C) 252-521-7967 Email: RyanLee_French@yahoo.com Term Expires: 06/30/2024 Term: 1st
Vice-Chair Emily Joshi 700 Evelyn Ave Kannapolis, NC 28083	(C) 843-622-4519 Email: emilyjoshi19@gmail.com Term Expires: 6/30/2023 Term: 1st
Cyrus Rattler 407 Jean Ave. Kannapolis, NC 28083	(H/C) 704-490-0060 Email: cyrus.rattler@gmail.com Term Expires: 6/30/2024 Term: 1st
Daisy Malit 1295 Midlake Dr. Kannapolis, NC 28083	(C) 704-560-0170 Email: onyougos@gmail.com Term Expires: 06/30/2026 Term: 2nd
Holden Sides 803 Sprucewood St. Kannapolis, NC 28081	(H/C) 704-699-2092 Email: sideshb94@yahoo.com Term Expires: June 30, 2023 Term: Unexpired Term of Jonathan Farmer
Wilfred W. Bailey, Sr. 3233 Lock Ern Ave. Kannapolis, NC 28081	(C) 704-737-8431 Email: baileywilfred@gmail.com Term Expires: 6/30/2023 Term: 1st
***Rowan E.T.J. Representative** Vacant	
Alternate: Danielle Martini 404 N East Ave. Kannapolis, NC 28083	(W/C) 704-309-8024 Email: martinixdry@gmail.com Term Expires: June 30, 2024 Term: 1st

The Board of Adjustment meets the First Tuesday of each month, at 6:00 P.M., at Kannapolis City Hall located at 401 Laureate Way, Kannapolis. ***Appointed by Rowan County Commissioners for representation of Extraterritorial Jurisdiction in Rowan County.**

Kannapolis City Council

City Council Agenda Staff Report
June 26, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: Recommend Appointment of ETJ Member to the Board of Adjustment by Rowan County Board of Commissioners

Action Requested by City Council

Recommend the appointment of Mike McClain by Rowan County Board of Commissioners to the Board of Adjustment to serve as ETJ representative.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Board of Adjustment has been without an ETJ representative since the resignation of Boyd Hardin at the end of his term June 30, 2021.

Fiscal Implications

None

Policy Issues

The Kannapolis Development Ordinance and State statutes require that the Board of Adjustment have at least one member who resides in the City's Extra-territorial Jurisdiction (ETJ).

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to recommend the appointment of Mike McClain by the Rowan County BOC to serve as the ETJ representative to the Board of Adjustment (RECOMMENDED)**
2. Recommend to the RCBOC the appointment of another candidate to serve as the ETJ representative to the Board of Adjustment.
3. Take no action.
4. Defer action to a future meeting.

Attachments

1. Michael McClain Application

Name: Michael C McClain **Date Applied:** 5/2/2023
Address: 2040 Rollingwood Dr.
Kannapolis , NC 28081
Daytime Phone: Home- (704) 4902336 Work/Cell- (704) 4902336
Email: mikecmcclain73@gmail.com
County of Residence: Rowan
Current Employer: City of Charlotte
Occupation/Professional Background: Code Enforcement Officer
Educational Background: Working towards Associates in Construction Management at RCCC.
Civic Background: Community & Civic Involvement: Volunteer martial arts instructor at Logan Academy, Concord NC
Other Boards, Commissions, or Committees on which you are currently serving: N/A
List three people who are not related to you: Roger Caskey, Byron Odaniel, Jerry Green

Boards/Commissions applied for:
BOARD OF ADJUSTMENT (Choice - 1)
Please explain why you want to be a member of this commission. My family and I have lived in Kannapolis for over two decades. Although I work in Charlotte, I am proud to call Kannapolis home. It's this pride in my community that has driven me to want to do more than quietly sit on the sidelines. As a member of the commission, I hope to impact the growth of my local community for years to come.
Briefly explain what you believe are the three most important issues facing our community at this time and how you believe this commission can play a role in addressing each issue. I believe the 3 most important issues facing our community are employment opportunity, responsible growth, and quality of life. Employment opportunity- It's important to attract new business to our city, but it is equally important that the new business provides employment opportunity for local residents. Responsible growth- It's important for Kannapolis to continues to grow, and to thrive as a city. It is equally important to maintain the identity of the city that has set Kannapolis apart from the other surrounding areas. Quality of life- From the local parks and trails, baseball stadium, and downtown atmosphere, Kannapolis has provided residents the opportunity to enjoy recreational activities locally. These opportunities need to continue to expand as the city grows. This commission is always thinking and planning of the future Kannapolis through it approval process. It is plans and goals of this commission that preserves the rich culture of the city , while looking forward.
What is your vision for the City of Kannapolis and what do you consider this commission's role to be in accomplishing that vision? My vision for Kannapolis is to see it continue to standout as a city of distinction. The commission's role is to keep the town growing for the future generations, while preserving the identity of Kannapolis.

Other Questions:
Boards/Commissions applied for ratings:
Planning & Zoning - 5
Board of Adjustment - 1
Parks & Recreation Commission - 5
Personnel Advisory Board - 5
Community Improvement Commission - 5
ETJ Seat - Planning & Zoning
Board of Adjustment

Do you reside within the City limits of Kannapolis? - No
Are you within the City's Extraterritorial Jurisdiction? (ETJ - Rowan Only) - Yes
References:
1. Roger Caskey, KPD (Retired), 4701 Fieldbrook Dr, Kannapolis NC 28081, (704) 7910403
2. Byron Odaniel, UNCC, Parkwood Baptist Music Pastor (Retired), 4600 Fieldbrook Dr., Kannapolis NC 28081, (980) 5210657
3. Jerry Green, City of Charlotte Code Enforcement, 3505 Central Avenue, Charlotte NC 28205,