



**CITY COUNCIL
BUSINESS MEETING AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY
KANNAPOLIS NC
JULY 24, 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 - The Pledge of Allegiance will be led by Cade Koshio and Kai Koshio of Boy Scout Troop #537, Lakewood, CO.

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

A. Americans with Disabilities Act (ADA) (Mayor Hinnant,)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **MOTION** - Authorize the City's RIDER Transit Commission Members to vote to proceed with the Phase One construction and installation of bus stop amenities at 19 locations across the Rider Transit system and approve a Budget Amendment funding the City's local portion of the project. (Wilmer Melton, Assistant City Manager)
- B. **MOTION** - Authorize the City's Transit Commission members to approve the purchase of the ADA-Accessible Hybrid Bus Purchase and adopt a Budget Amendment to fund the City's local portion of the bus purchase. (Wilmer Melton, Assistant City Manager)
- C. **MOTION** - Authorize the Mayor to execute a revised Concord and Kannapolis Joint Interlocal Agreement. (Wilmer Melton, Assistant City Manager)
- D. **RESOLUTION** - Amending the Kannapolis Code of Ordinances for Downtown Private Use Zones. (Richard Smith, Planning Director, Mike Legg, City Manager)
- E. **MOTION** - Amend the City's Personnel Policy 600.07 – Sick Leave (Tina Cline, Human Resource Director)
- F. **MOTION** - Amend City's Personnel Policy 600.08 – Vacation Leave (Tina Cline, Human Resource Director)

- G. **MOTION** - Authorize the City Manager to execute an extension of the federal advocacy services agreement with Strategics Consulting through June 30, 2024. (Mike Legg, City Manager)
- H. June 12, 2023 Continued Meeting Minutes (Bridgette Bell, City Clerk)
- I. June 19, 2023 Continued Meeting Minutes (Bridgette Bell, City Clerk)
- J. June 26, 2023 Business Meeting Minutes (Bridgette Bell, City Clerk)
- K. Closed Session Minutes June 12, 2023 (Bridgette Bell, City Clerk)
- L. Closed Session Minutes June 19, 2023 (Bridgette Bell, City Clerk)
- M. Closed Session Minutes June 26, 2023 (Bridgette Bell, City Clerk)

BUSINESS AGENDA

- A. **CASE NO. CZ-2022-08** Continue Public Hearing from May 22, 2023 Rezoning request - Trinity Church Rd and Stirewalt Rd. (Richard Smith, Planning Director)
- B. **PUBLIC HEARING - Project Swarm** - Conduct a Public Hearing and approve a Resolution in support of an Incentive Grant for Project Swarm (Irene Sacks, Director of Economic & Community Development)
- C. **PUBLIC HEARING - Swanee Theatre** - Conduct a Public Hearing on a Lease and Option to Purchase the Swanee Theatre and approve a Resolution authorizing the City Manager to execute a lease with option to purchase. (Mike Legg, City Manager, Walter Safrit, City Attorney)
- D. **PUBLIC HEARING - DA (2023-01)** Hawthorne Concord Lake Apartments, LLC - Conduct a Public Hearing and approve a Resolution approving the Ordinance for the execution of the Development Agreement. (Walter Safrit, City Attorney, Richard Smith, Planning Director)
- E. **PUBLIC HEARING - DA (2023-02) CP Kannapolis Investments, LLC (Loop Yard)** Conduct a Public Hearing and approve a Resolution approving an Ordinance for the execution of the Development Agreement. (Walter Safrit, City Attorney, Richard Smith, Planning Director)
- F. **PUBLIC HEARING - (A-2023-05) Voluntary Annexation** - Conduct a Public Hearing on approximately 1.058 +/- acres of noncontiguous property located at 4401 Alder Street and consider a motion to extend the Corporate Limits of the City of Kannapolis. (Richard Smith, Planning Director)
- G. **PUBLIC HEARING - CPA-2023-01** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan Future Land and Character Area Map - Kannapolis Crossing and Overlook 85 (Richard Smith, Planning Director)

- H. **PUBLIC HEARING - CPA-2023-02** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan of Future Land Use Designation - Dale Earnhardt Blvd. (Richard Smith, Planning Director)
- I. **PUBLIC HEARING - CPA-2023-03** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use Designation - Irish Glen (Richard Smith, Planning Director)
- J. **PUBLIC HEARING - CPA-2023-04** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use Designation - Trinity Church Rd. (Richard Smith, Planning Director)
- K. **MOTION** - Approve the Resolution Approving the Ordinance to Amend the Wastewater Allocation Policy (Richard Smith, Planning Director, Alex Anderson, Director of Water Resources)

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)

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 tccline@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

July 24, 2023

To: Mayor and City Council
From: Mayor Hinnant
Subject: Americans with Disabilities Act (ADA)

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. Americans with Disabilities July 2023



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

33rd Anniversary of Americans with Disabilities Act

WHEREAS, The Americans with Disabilities Act (ADA) was signed by President George H.W. Bush on July 26, 1990, to ensure the civil rights of individuals with disabilities in the United States; and

WHEREAS, the ADA codified protections against discrimination for individuals with disabilities, requiring employers to begin providing reasonable accommodations, establishing accessibility requirements in public places, and requiring state and local governments to provide a full and equal opportunity to vote for people of all abilities, among other important provisions; and

WHEREAS, as we celebrate the 33rd anniversary of the ADA, we recognize that much work still needs to be done to ensure equity and equality for individuals with disabilities across the country, including ensuring that voting is as accessible and easy as possible for every eligible voter in the state.

NOW, THEREFORE, I, MILTON D. HINNANT, Mayor of the City of Kannapolis, by virtue of the authority vested in me as Mayor, do hereby proclaim July 26, 2023 as the 33rd Anniversary of the Americans with Disabilities Act and encourage our citizens to work together alongside others across our City to promote equality of opportunity, full participation, independent living and economic self-sufficiency for all people.

IN WITNESS WHEREOF I have
set my hand and caused the Great Seal
of the City of Kannapolis to be
affixed this 24th day of July 2023.

Milton D. Hinnant





Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager

Subject: **MOTION** - Authorize the City's RIDER Transit Commission Members to vote to proceed with the Phase One construction and installation of bus stop amenities at 19 locations across the Rider Transit system and approve a Budget Amendment funding the City's local portion of the project.

Action Requested by City Council

1. Motion to authorize the City's Transit Commission Members to vote to proceed with the Phase One construction and installation of bus stop amenities at 19 locations across the Rider Transit system
2. Motion to approve the budget amendment funding Kannapolis' local portion of the project.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Rider Transit has been working through a years along process to build out bus stop amenities (shelters and/or seating, solar lighting, trash receptacles) at 51 locations across the Rider Transit service area to provide a better customer and riding experience, as well as attain compliance with Rider Transit's Title VI Civil Rights Bus Stop Amenities standards, which uses stop utilization data to set our priorities for placing such amenities and improvements.

Surveying of the 51 locations under consideration began in 2019. Site design for those locations began in 2021. That process is substantially complete, and provided two clear phases, to approach construction and installation. Phase One, this request, is to move forward with the first 19 sites for which the cities already have full site control, or those with which we've established encroachment agreements with NCDOT. The remaining 32 locations will require some level of Right of Way (ROW) acquisition and will be brought forward at a later date once the ROW acquisition process has been completed.

Ramey Kemp, who completed the individual site designs, has provided an engineering estimate of \$470,000 for the construction and installation of the 19 sites in Phase One .

Fiscal Implications

Existing Rider Transit FTA funds will cover 80% of the cost of the construction and installation of the 19 locations in Phase One (\$376,000). The remaining 20% (\$94,000) will be split 50/50 between Concord and Kannapolis (\$47,000 each). Rider Transit currently has in Invitation For Bid open for submissions. Bids are due and the bid opening will occur on 7/21/23.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to authorize the City's Transit Commission members to vote to proceed with the Phase One construction and installation of bus stop amenities at 19 locations across the Rider Transit system (Recommended).
2. Motion to approve the budget amendment funding Kannapolis' local portion of the project (Recommended).
3. Take no action.
4. Table to a future meeting.

Attachments

1. BA #24-07 Rider Bus Shelters
2. Rider Transit_Construction Plans_Set #1_2023-03-02
3. Rider Transit_Set #1_Construction Estimate

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-06**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 24th day of July 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

Description: This budget amendment appropriates fund balance transit bus stop amenity project phase one construction and installation. Existing Rider Transit FTA funds will cover 80% of the cost of the construction and installation of the 19 locations in Phase One (\$376,000). The remaining 20% (\$94,000) will be split 50/50 between Concord and Kannapolis (\$47,000 each). Rider Transit currently has in Invitation For Bid open for submissions. Bids are due and the bid opening will occur on 7/21/23.

SECTION I– TRANSIT FUND

Revenues:	Increase – Fund Balance Appropriated Revenue: 77500-39900	\$47,000
Expenditure:	Increase – Contracted Services Expenditure: 77500-48000	\$47,000

This ordinance is approved and adopted this 24th day of July 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC City
Clerk

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

RIDER TRANSIT BUS STOP IMPROVEMENTS

CONSTRUCTION SET 1: SITES 102, 108, 109, 114, 115, 117,
122, 123, 124, 126, 127, 131, 132, 136, 141, 144, 145, 146, 148

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Infrastructure Consulting Services, Inc.
dba
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place Raleigh, North Carolina 27609
Phone: 919-872-5115 | www.rameykemp.com | NC License No. F-1489

G. SCOTT SALLADE JR., P.E.
PROJECT ENGINEER

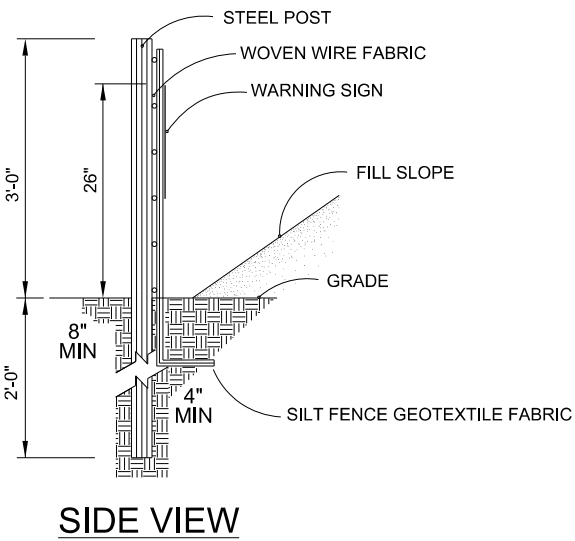
ANDREW J. AIEZZA, P.E.
PROJECT DESIGN ENGINEER

DESIGN ENGINEER

A circular professional engineer seal for G. Scott Sallade Jr., State of North Carolina, License No. 050918, dated 02/2023.

GENERAL NOTES (APPLICABLE FOR ALL SHEETS):

- REFER TO THE SERIES 2 SHEETS AND THE LIST OF STANDARDS FOR SITE DETAILS. REFER TO THE MOST CURRENT VERISON OF THE NCDOT ROADWAY STANDARD DRAWINGS OR THE LOCAL MUNICIPALITY STANDARDS FOR ADDITIONAL INFORMATION. ALL CONSTRUCTION SHOULD ADHERE TO THESE STANDARDS.
- THE CONTRACTOR SHALL CONTACT NC811 TO LOCATE UTILITIES AT EACH SITE AT LEAST THREE WORKING DAYS PRIOR TO STARTING WORK ON EACH SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK. ANY DAMAGE TO EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- A LOCAL MUNICIPALITY AND/OR NCDOT ENCROACHMENT PERMIT MAY BE REQUIRED PRIOR TO ANY CONSTRUCTION. AFTER OBTAINING THE REQUIRED PERMITS, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE CONSTRUCTION INSPECTION OFFICE FOR A PRE-CONSTRUCTION CONFERENCE AND FIELD VISIT PRIOR TO ANY WORK ON THE PROPOSED IMPROVEMENTS.
- IF A LANE CLOSURE IS REQUIRED TO PERFORM ANY WORK ITEMS, USE NCDOT STD. 1101.02 FOR ADVANCED WARNING SIGNS AND APPLICABLE LANE CLOSURE. SUBMIT PLAN TO THE APPROPRIATE JURISDICTION PRIOR TO LANE CLOSURE FOR APPROVAL. PROVIDE PROPER SIDEWALK CLOSURE/DETOUR SIGNING IN ACCORDANCE WITH THE LOCAL MUNICIPALITY AND NCDOT STANDARDS. ALL TRAFFIC CONTROL DEVICES AND SIGNING ARE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL.
- THE CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS FOR STAGING AREAS AND OWNER ACCESS ADJACENT PROPERTIES DURING CONSTRUCTION, INCLUDING TENANT PARKING, DELIVERIES AND GARBAGE PICKUP. RIGHT-OF-WAY AND/OR TEMPORARY EASEMENT HAS BEEN PROCURED OR IS IN THE PROCESS OF BEING PROCURED AT EACH INDIVIDUAL BUS STOP LOCATION AS NECESSARY. THE CONTRACTOR SHALL COORDINATE ENTRANCE INTO ADJACENT PROPERTY WITH THE ENGINEER AND RIDER TRANSIT AND UNDERSTANDS THAT SOME OF THE RIGHT-OF-WAY AND/OR TEMPORARY EASEMENTS MAY NOT BE PROCURED AT THE TIME OF CONSTRUCTION.
- RIGHT-OF-WAY INFORMATION ON PLANS IS BASED ON DEED RESEARCH AND NOT ACTUAL FIELD DATA.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING SITE FEATURES TO REMAIN AND RESTORING TO PRECONSTRUCTION CONDITIONS IF DAMAGED BY CONSTRUCTION ACTIVITIES. RESTORING EXISTING FEATURES TO THE PRECONSTRUCTION CONDITIONS WILL BE AT NO ADDITIONAL COST TO RIDER TRANSIT.
- THE CONTRACTOR SHALL PROTECT ALL DISTURBED AREAS AND TO NOT LEAVE ANY OPEN TRENCHES WHEN NOT PRESENT. THE CONTRACTOR SHALL PROVIDE PROPER AND VISIBLE PROTECTION FENCING, MARKERS AND SIGNAGE AT ALL TIMES. NO OPEN TRENCHES OR TRIPPING HAZARDS MAY BE LEFT OVER NIGHT. THE CONTRACTOR SHALL USE PROPER SIDEWALK CLOSURE/DETOUR SIGNS MEETING THE LATEST LOCAL MUNICIPALITY AND NCDOT STANDARDS.
- NO STORAGE OF MATERIALS, DUMPING OF WASTE MATERIALS, FILL, OR PARKING OF EQUIPMENT SHALL BE ALLOWED WITHIN THE TREE ROOT PROTECTION ZONE, AND NO TRESPASSING SHALL BE ALLOWED WITHIN THE BOUNDARY OF THE TREE ROOT PROTECTION ZONE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS AND EQUIPMENT LEFT ON SITE. LEAVING MATERIAL ON SITE WHEN THE CONTRACTOR IS NOT PRESENT IS NOT RECOMMENDED.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SEDIMENT ON SITES AND PREVENT EROSION. CONCRETE, AND OTHER MATERIALS FROM WASHING ONTO ADJACENT ROADWAYS. THE CONTRACTOR SHALL PROVIDE INLET PROTECTION AT INLETS THROUGHOUT CONSTRUCTION AND SILT FENCING OR NCDOT #57 STONE PILED 1' HIGH BY 2' WIDE AT BASE AS APPLICABLE TO PREVENT SEDIMENT FROM LEAVING THE SITES OR ENTERING ADJACENT STORM DRAINAGE SYSTEMS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PER THE 2018 NCDOT ROADWAY STANDARD DRAWINGS. MAINTENANCE OF EROSION CONTROL MEASURES IS INCIDENTAL TO EROSION CONTROL.
- THE CONTRACTOR IS TO OBTAIN BUS SHELTERS, BENCHES, AND OTHER AMENITIES FROM RIDER TRANSIT, WHICH HAVE BEEN PRE-PURCHASED AND ARE BEING STORED AT A LOCATION TO BE DETERMINED. THE CONTRACTOR IS TO COORDINATE WITH RIDER TRANSIT TO OBTAIN THE AMENITIES. BUS SHELTERS AND BENCHES INCLUDE ALL PARTS AND AMENITIES INCLUDING TRASH RECEPTACLE. THE CONTRACTOR SHALL PROVIDE ANCHORS AND INCIDENTAL ITEMS REQUIRED TO ASSEMBLE AND INSTALL BUS SHELTERS, BENCHES, AND OTHER AMENITIES AT NO ADDITIONAL COST TO RIDER TRANSIT. THE CONTRACTOR SHALL INSTALL ALL AMENITIES PER THE MANUFACTURERS' INSTRUCTIONS. THE CONTRACTOR SHALL DISPOSE OF PACKING MATERIAL IN A LEGAL MANNER OFF-SITE AND AT NO ADDITIONAL COST TO RIDER TRANSIT.
- ALL EXISTING BUS STOPS WILL REMAIN OPERATIONAL DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING MATERIAL WITH NEW SHELTER COMPLETION. A TEMPORARY PROTECTED AREA ADJACENT TO SITE SHALL BE PROVIDED FOR RIDERS UNTIL NEW SHELTER HAS BEEN ACCEPTED BY RIDER TRANSIT FOR OPERATION. THE CONTRATOR SHALL REPAIR ANY DAMAGED AREAS USED FOR THE TEMPORARY BUS STOP.
- REMOVAL OR RELOCATION OF EXISTING AMENITIES AND SIGNS SHOULD NOT BE PERFORMED UNTIL THE COMPLETION OF PROPOSED IMPROVEMENTS WHEN POSSIBLE AMENITIES OWNED BY RIDER TRANSIT OR THE LOCAL MUNICIPALITY SHOULD BE RETURNED TO THE APPROPRIATE OWNER. THE CONTRACTOR IS TO COORDINATE WITH RIDER TRANSIT TO DETERMINE THE OWNER OF SPECIFIC AMENITIES AND SHALL RETURN AMENITIES TO THE APPROPRIATE LOCATION AS PART OF THIS CONTRACT. APPROPRIATE CONTACTS FOR RIDER TRANSIT AND THE LOCAL MUNICIPALITIES SHALL BE PROVIDED TO THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.
- A CLEAR AREA OF 2 FEET MINIMUM SHOULD BE PROVIDED BEHIND SHELTER FOR MAINTENANCE UNLESS OTHERWISE NOTED ON THE PLANS.
- IF ASPHALT PATCHING IS REQUIRED, USE 3" OF S9.5C IN PARKING LOT AREAS (CARS ONLY) AND USE 6" OF I19.0C AND 3" OF S9.5C IN ALL OTHER AREAS. ALL DAMAGE SHALL BE SAW CUT TO PROVIDE A SMOOTH JOINT. THE CONTRACTOR IS TO COORDINATE WITH THE ENGINEER OR INSPECTOR PRIOR TO REPAIRING ASPHALT PAVEMENT.
- PRIOR TO ASPHALT OR CURB & GUTTER REMOVAL, THE CONTRACTOR SHALL SAW CUT ALL PAVEMENT AT REMOVAL LIMITS OR AT NEAREST JOINT IF WITHIN 2' OF JOINT OR AS OTHERWISE INSTRUCTED BY THE ENGINEER OR INSPECTOR.
- BACKFILL ADJACENT TO ALL NEW PAVEMENT ONCE FORM WORK IS REMOVED AND COMPACT. USE MINIMUM 6" CLEAN TOPSOIL AND BRING TO WITHIN 2" OF PAVEMENT FOR PLACEMENT OF SOD. CUT GRADE DOWN 2" IN ALL GRASS AREAS TO TIE SOD FLUSH WITH SURROUNDING GRADE.
- GRADE ALL DISTURBED AREAS SMOOTH, REMOVE ALL ROOTS, ROCKS OR ANY OTHER DEBRIS, AND SOD THE AREAS. THE SOD TYPE SHALL MATCH EXISTING SURROUNDING GRASS, I.E. FESCUE, BERMUDA, ETC. THE CONTRACTOR SHALL FERTILIZE AND WATER FOR A 2-WEEK PERIOD. CONTACT ENGINEER AND INSPECTOR ONCE GRASS IS PLACED TO START 2-WEEK WATERING PERIOD. ANY GRASS THAT NEEDS TO BE REPLACED AT THE END OF 2 WEEKS WILL BE REPLACED AT NO ADDITIONAL COST TO RIDER TRANSIT.
- AT THE START OF GRADING INVOLVING THE LOWERING OF THE EXISTING GRADE AROUND A TREE OR STRIPPING OF TOPSOIL, A CLEAN, SHARP, VERTICAL CUT SHALL BE MADE AT THE EDGE OF THE TREE SAVE AREA AT THE SAME TIME AS OTHER EROSION CONTROL MEASURES ARE INSTALLED. TREE PROTECTION FENCING SHALL BE INSTALLED ON THE SIDE OF THIS CUT FARTHEST AWAY FROM THE TREE TRUNK.
- ALL VEGETATION PRUNING SHALL BE COMPLETED BY A LICENSED LANDSCAPE OR TREE PROFESSIONAL AND COORDINATED WITH THE LOCAL MUNICIPALITY, ENGINEER, AND INSPECTOR.
- IF EXISTING TREES TO BE RETAINED ARE DAMAGED OR DESTROYED, THE CONTRACTOR SHALL REPLACE THE TREE MATCHING THE EXISTING SPECIES AND SIZE AT NO ADDITIONAL COST TO RIDER TRANSIT.
- THE WORK TAKING PLACE RELATED TO THE CHANGES IN THESE PLANS WILL BE FULLY COMPLIANT WITH THE NORTH CAROLINA ACCESSIBILITY CODES (ANSI 117.1-2009 AND CHAPTER 11 OF THE NCBC) UNLESS AND EXCEPT IN AREAS WHERE AN APPROVED STATEMENT FROM A SITE ENGINEER, SURVEYOR, OR ARCHITECT VERIFIES THAT SITE CONDITIONS EXIST WHERE THE TOPOGRAPHY OF THE SITE IS EXTREME AND ONLY ALTERNATE METHODS OF COMPLIANCE ARE POSSIBLE.
- CONTROL POINTS PROVIDED ON THE PLANS ARE FOR USE IN STAKING OUT PROPOSED WORK TO BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND RESETING STAKING IF DAMAGED BY CONSTRUCTION ACTIVITIES. CADD FILES CAN BE OBTAINED UPON WRITTEN REQUEST TO THE ENGINEER.
- TREE PROTECTION FENCE AND SILT FENCE TO BE INSTALLED AS A COMBINATION FENCE.



SIDE VIEW

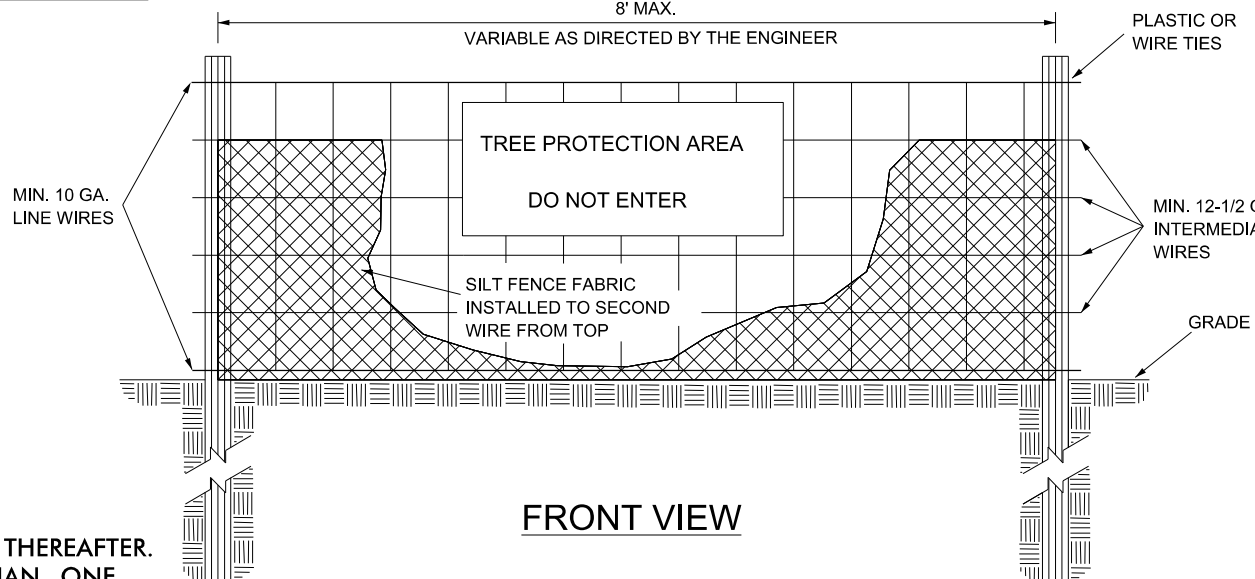
MAINTENANCE: CLEAN OUT AT 50% LIFE OF FENCING: 6-9 MONTHS CAPACITY

NOTES:

- WARNING SIGNS TO BE MADE OF DURABLE, WEATHERPROOF MATERIAL.
- LETTERS TO BE 3" HIGH MINIMUM, CLEARLY LEGIBLE AND SPACED AS DETAILED.
- PLACE A SIGN AT EACH END OF LINEAR TREE PROTECTION AND 50' ON CENTER THEREAFTER.
- FOR TREE PROTECTION AREAS LESS THAN 200' IN PERIMETER, PROVIDE NO LESS THAN ONE SIGN PER PROTECTION AREA.
- ATTACH SIGNS SECURELY TO FENCE POSTS AND FABRIC.
- MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT.
- FLOW SHALL NOT RUN PARALLEL WITH THE FENCE.
- END OF SILT FENCE NEEDS TO BE TURNED UPHILL.
- SEE NCDEQ EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL FOR STANDARDS AND SPECIFICATIONS FOR SILT FENCE AT APPLICABLE LOCATIONS.



WARNING SIGN DETAIL



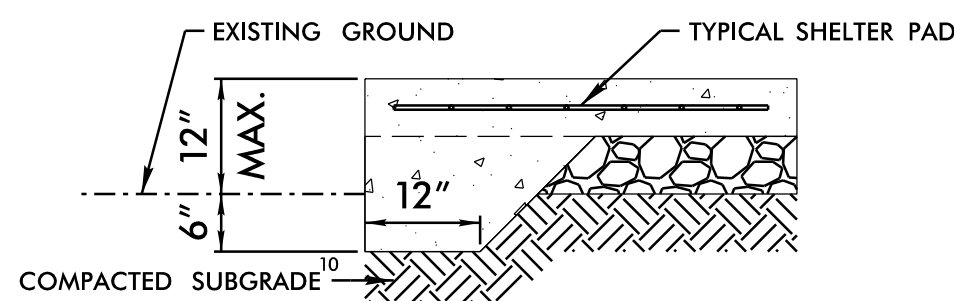
FRONT VIEW

2018 NCDOT ROADWAY ENGLISH STANDARD DRAWINGS

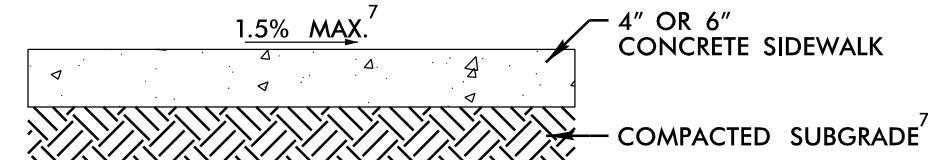
THE FOLLOWING ROADWAY STANDARDS AS THEY APPEAR IN "ROADWAY STANDARD DRAWINGS" HIGHWAY DESIGN BRANCH - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 16, 2018 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THESE PLANS:

STD. NO.	TITLE
DIVISION 2 - EARTHWORK 200.02	METHOD OF CLEARING - METHOD II
DIVISION 6 - ASPHALT BASES AND PAVEMENTS 654.01	PAVEMENT REPAIRS
DIVISION 8 - INCIDENTALS 840.72 846.01 848.01 848.06 876.02	PIPE COLLAR CONCRETE CURB, GUTTER, AND CURB & GUTTER CONCRETE SIDEWALK CURB RAMP - EXISTING CURB & GUTTER GUIDE FOR RIP RAP AT PIPE OUTLETS
DIVISION 9 - SIGNING 903.10 904.10 904.50	GROUND MOUNTED SIGN SUPPORTS ORIENTATION OF GROUND MOUNTED SIGNS MOUNTING OF TYPE 'D', 'E', AND 'F' SIGNS ON 'U' CHANNEL POSTS
DIVISION 11 - WORK ZONE TRAFFIC CONTROL 1101.01 1101.02 1110.02 1130.01 1135.01 1145.01 1180.01	WORK ZONE ADVANCE WARNING SIGNS TEMPORARY LANE CLOSURES PORTABLE WORK ZONE SIGNS DRUM CONES TYPE III BARRICADES SKINNY DRUM
DIVISION 12 - PAVEMENT MARKINGS, MARKERS, AND DELINEATION 1205.01 1205.07	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS PAVEMENT MARKINGS - PEDESTRIAN CROSSWALKS
DIVISION 16 - EROSION CONTROL AND ROADSIDE DEVELOPMENT 1605.01 1606.01 1632.03 1635.02	TEMPORARY SILT FENCE SPECIAL SEDIMENT CONTROL FENCE ROCK INLET SEDIMENT TRAP TYPE 'C' ROCK PIPE INLET SEDIMENT TRAP TYPE 'B'

CONCRETE INFRASTRUCTURE DETAILS

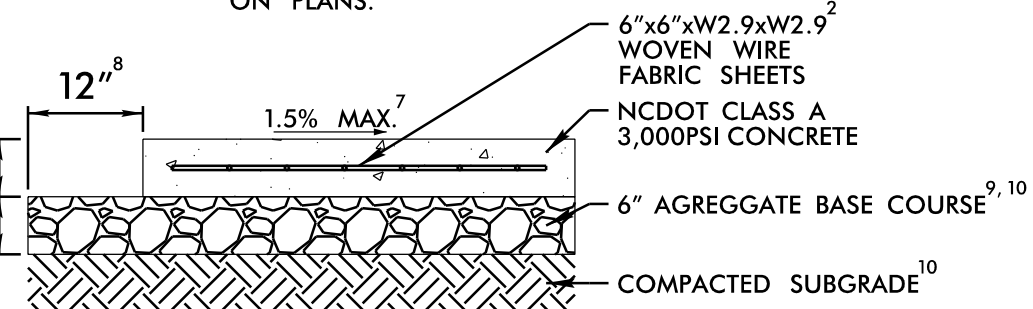


SHELTER PAD TURNDOWN⁶



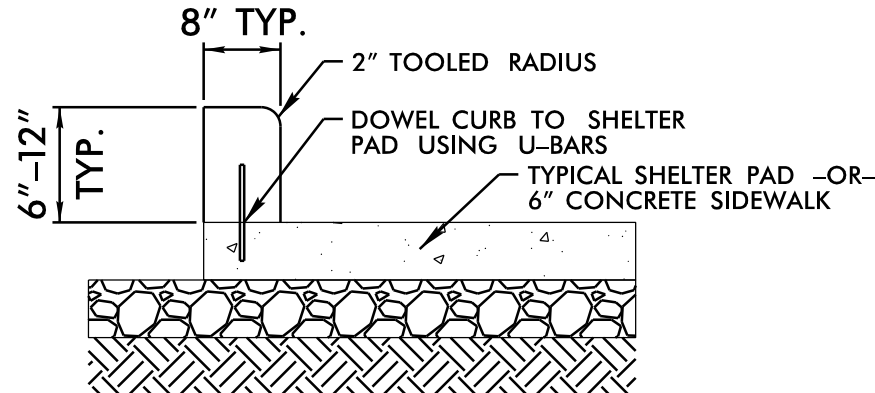
CONCRETE SIDEWALK¹

USE 6" FOR AMENITY AREAS WHERE BENCHES, BIKE RACKS, OR OTHER AMENITIES ARE TO BE INSTALLED. SEE SPECIFIED THICKNESSES ON PLANS.



TYPICAL SHELTER PAD

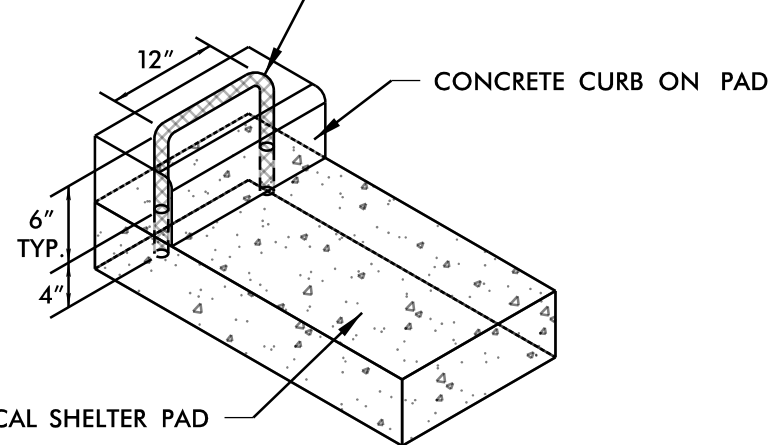
USE FOR AMENITY AREAS WHERE SHELTERS ARE TO BE INSTALLED



CONCRETE CURB ON PAD/SIDEWALK

HEIGHT & WIDTH MAY VARY BASED ON FIELD CONDITIONS. SEE SPECIFIED HEIGHTS ON PLANS.

#5 REBAR AT 2' SPACING



U-BAR DETAIL

ADJUST U-BAR HEIGHT TO PROVIDE MINIMUM 2" COVER WHERE CURB HEIGHT VARIES

NOTES:

- SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH NCDOT STD. 848.01 - CONCRETE SIDEWALKS OF THE LATEST VERSION OF THE NCDOT ROADWAY STANDARD DRAWINGS.
- EXPANSION JOINTS ARE TO BE SPACED 50' MAX MEASURED ON CENTER AND PLACED AT ALL RIGID OBJECTS AND DIRECTION CHANGES IN THE SIDEWALK.
- EXPANSION JOINTS SHALL HAVE A 1/4" RADIUS TOOLED EDGE AND BE FILL WITH JOINT SEALER.
- JOINT SEALER SHALL BE GRAY IN COLOR AND IN ACCORDANCE WITH NCDOT STANDARD SECTION 1028.
- REINFORCE SHELTER PAD WITH WOVEN WIRE FABRIC SHEETS. WOVEN WIRE FABRIC SHEETS SHALL HAVE MINIMUM 6" OVERLAPS AND PLACED WITHIN 3" ON ALL SIDES.
- SHELTER PAD TURNDOWN IS TO PROVIDE A 12" WIDE CONCRETE SECTION TO EXTEND A MINIMUM 6" BELOW THE EXISTING ADJACENT GROUND WITH A 45 DEGREE SECTION TO BRING BACK TO THE STANDARD 6" THICKNESS.
- CROSS SLOPE OF AMENITY AREA PAVEMENTS SHALL BE A MAXIMUM OF 1.5% UNLESS OTHERWISE APPROVED, OR NOTED ON THE PLANS.
- EXTEND AGGREGATE BASE COURSE 12" BEYOND EDGE OF PAD IN ALL DIRECTIONS EXCEPT WHERE BORDERED BY EXISTING PAVEMENTS.
- AGGREGATE BASE COURSE SHALL MEET NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES.
- SUBGRADE AND AGGREGATE BASE COURSE SHALL BE PROPERLY COMPACTED WITH PLATE TAMPERS PRIOR TO PLACING CONCRETE.
- WHERE HANDRAIL OR SAFETY RAIL IS PROPOSED WITHIN LIMITS OF CONCRETE PAD, INCREASE PAD THICKNESS AS SHOWN ON THE HANDRAIL OR SAFETY RAIL STANDARD.
- ALL NEW PAVEMENTS SHALL BE FLUSH WITH EXISTING SIDEWALKS AND OTHER PAVEMENTS TO PREVENT TRIPPING HAZARDS AND TO ENSURE THE BUS STOP LANDING MEETS CURRENT ADA REQUIREMENTS.
- COMPACTION OF SUBGRADE SHALL BE CHECKED BY A TECHNICIAN UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER PRIOR TO POURING CONCRETE BY USING A PROBE ROD OR TESTING THE SOIL IF NECESSARY.
- QUALITY OF CONCRETE SHALL BE CHECKED PER ASTM STANDARDS TO ENSURE PROPER MIX DESIGN AND SPECIFICATIONS. TESTING SHALL BE PERFORMED BY A TECHNICIAN UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL.
- STORMWATER RUNOFF SHOULD BE DIVERTED AWAY FROM THE SHELTER PAD.
- MATCH EXISTING CONTRACTION JOINT SPACING WHERE APPLICABLE AND WHEN WITHIN 1' OF EXISTING JOINTS.
- THE CONTRACTOR SHALL REQUEST AN INSPECTION WHEN CONCRETE FORM WORK IS PLACED AND SHALL NOT POUR CONCRETE UNTIL APPROVED BY THE INSPECTOR OR ENGINEER.

SHEET #
2.1

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

CITY OF CONCORD

RIDER TRANSIT BUS STOPS

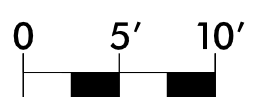
DETAILS

REVISIONS

DATE: 03/02/2023

DESIGNED BY: AJA

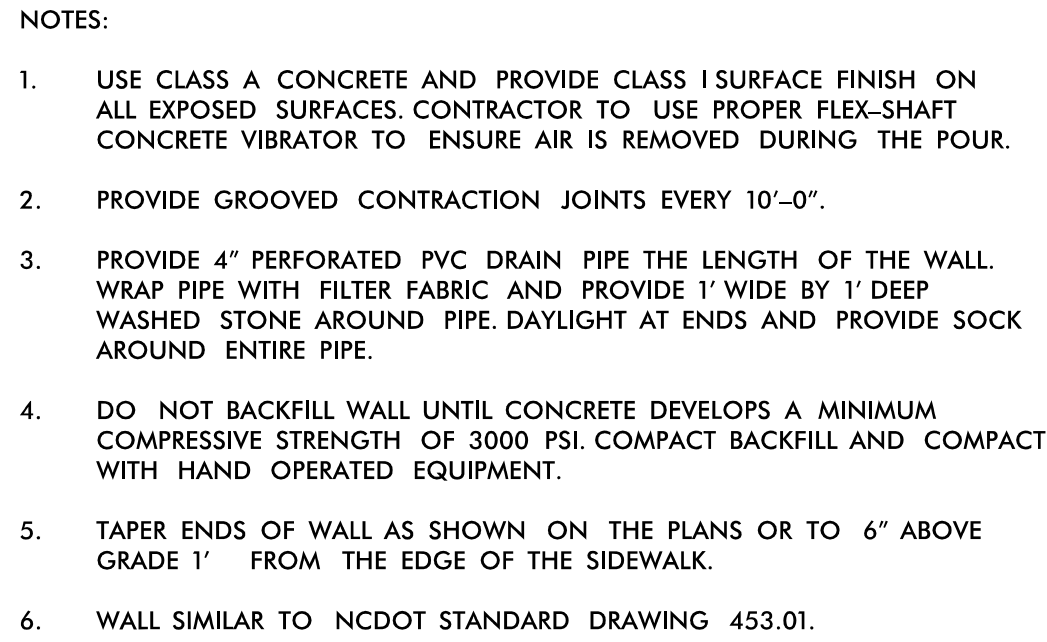
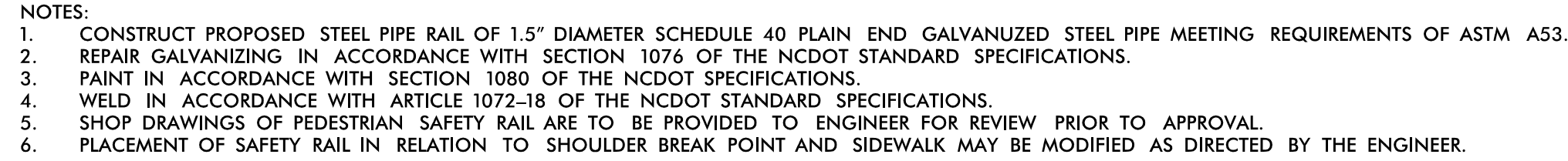
CHECKED BY: GSS



Infrastructure Consulting Services, Inc.



5808 Farlington Place
Raleigh, North Carolina 27609
Phone: 919-875-5115
NC License No. F-1489
www.rameykemp.com



-
- The technical drawings illustrate the design and construction of a concrete flume. The **PLAN** view shows a cross-section of the flume with a 2'-6" curb and gutter on the left, a 5'-0" wide flume body, and a 3'-0" wide outlet. The flume has a 1' radius (R=1' (TYP.)) at the inlet. The **ELEVATION** view shows the side profile of the flume with a 2'-6" curb and gutter, a 3'-0" wide outlet, and a 1' radius (R=1' (TYP.)) at the inlet. The **SECTION A-A** view shows a cross-section of the flume with a 6" wide curb and gutter, a 3'-0" wide flume body, and a 1' radius (R=1' (TYP.)) at the inlet. The **SECTION B-B** view shows a cross-section of the flume with a 6" wide curb and gutter, a 3'-0" wide flume body, and a 1' radius (R=1' (TYP.)) at the inlet. The **FLOW DIVERSION EXAMPLES** show two scenarios: **SAG** (flow diversion to the left) and **DOWN GRADE** (flow diversion to the right).
- PLAN**
- 2'-6" CURB & GUTTER
- 5'-0"
- R=1' (TYP.)
- 3'-0"
- SEE NOTE 2
- CONCRETE FLUME
- VAR. 1
- ELEVATION**
- 2'-6" CURB & GUTTER
- VAR.
- SEE NOTE 1
- OUTLET
- CONCRETE FLUME
- MIN. SLOPE = 0.5%
- SECTION A-A**
- 6"
- 3'-0"
- CONCRETE FLUME
- SECTION B-B**
- 6"
- C
- CONCRETE FLUME
- FLUME SIDES SHOULD BE ADJACENT GROUND LINE HEIGHT OF 12"
- FLOW DIVERSION EXAMPLES**
- OUTLET
- FLOW DIVERSION
- WATER FLOW
- OUTLET
- WATER FLOW
- OUTLET
- WATER FLOW
- FLOW DIVERSION
- SAG**
- DOWN GRADE**

CONCRETE FLUME DETAIL



- 1 8.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- 4 REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05
SHEET 3 OF 3 FOR ALL RAMP NOTES



- 1 8.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 CURB RAMPS REQUIRE A (4'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
- 4 REFER TO NCDOT ROADWAY STANDARD DRAWING NUMBER 848.05 SHEET 3 OF 3 FOR ALL RAMP NOTES

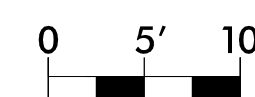
CITY OF CONCORD
RIDER TRANSIT BUS STOPS
DETAILS

REVISIONS					
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED					

DATE: 03/02/2023

DESIGNED BY: AJA

CHECKED BY: GSS



Infrastructure Consulting Services, Inc.



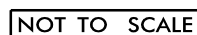
0 5' 10'



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Fifth, North Carolina 27609
Phone: 919-872-5115

NC License No. F-1489
www.ramevkemp.com



NOTES:
1. ENSURE 1' CLEAR SPACE BETWEEN EDGE OF BOLLARD AND ANY PROPOSED AMENITY.

DATE: 03/02/2023

DESIGNED BY: AJA

CHECKED BY: GSS

0 5/ 501



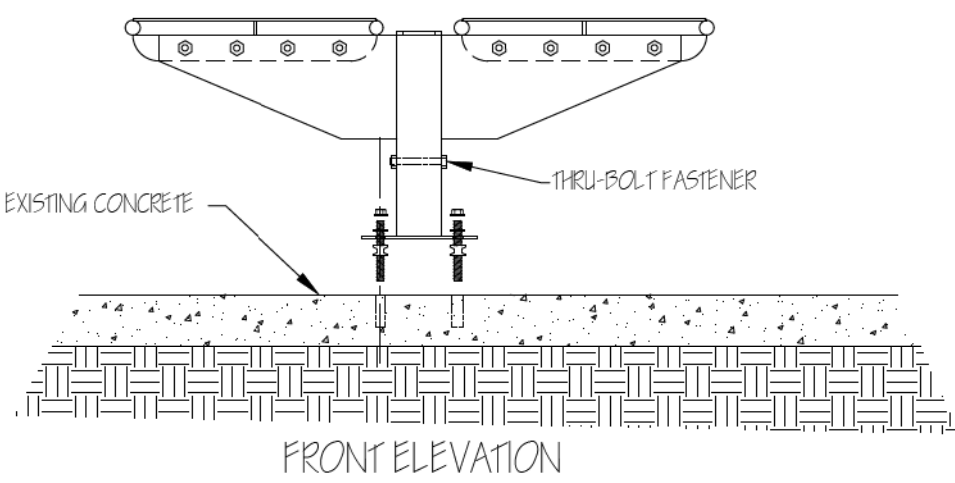
Infrastructure Consulting Services, Inc.

RKA
RAMEY KEMP ASSOCIATES

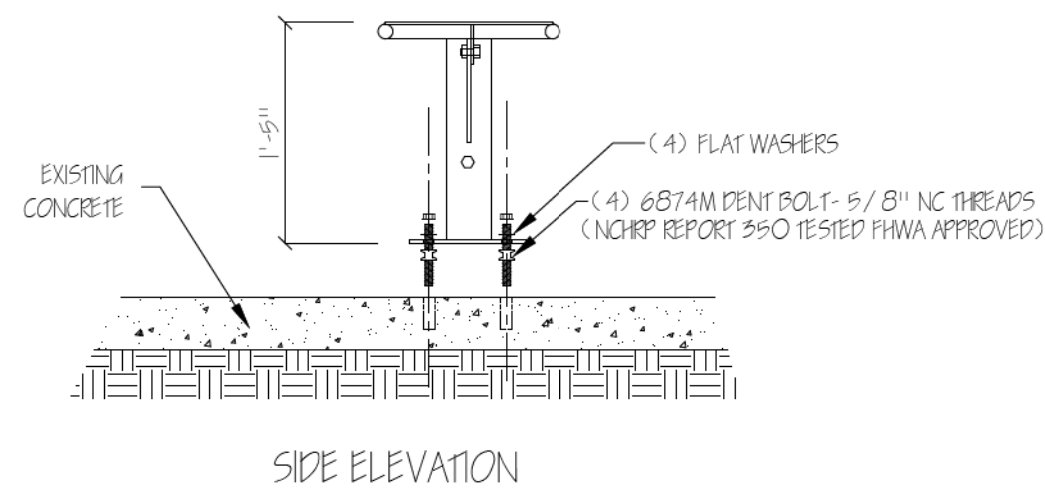
5808 Farlington Place
Raleigh, North Carolina 27609
Tel. 919.872.5115

NC License No. F-1489
www.rameykemp.com

INSTALLATION INSTRUCTIONS



INSTALLATION ON EXISTING CONCRETE

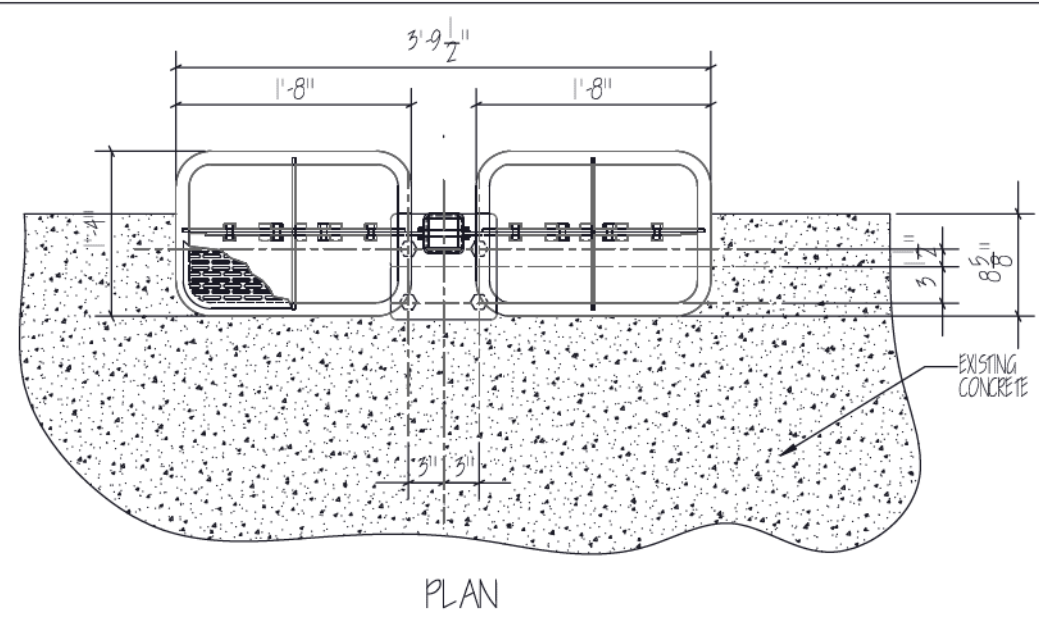
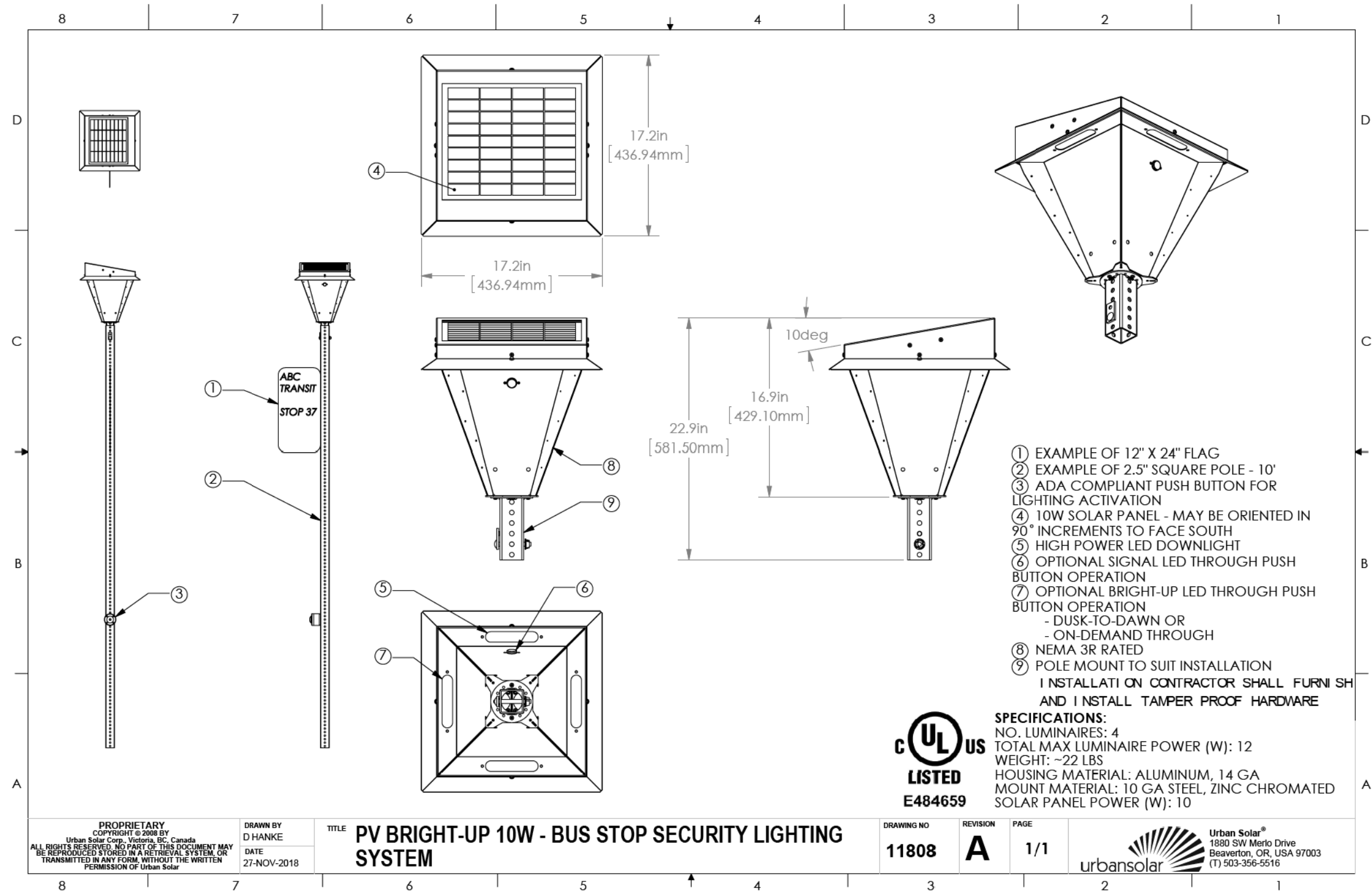


INSTALLATION STEPS:

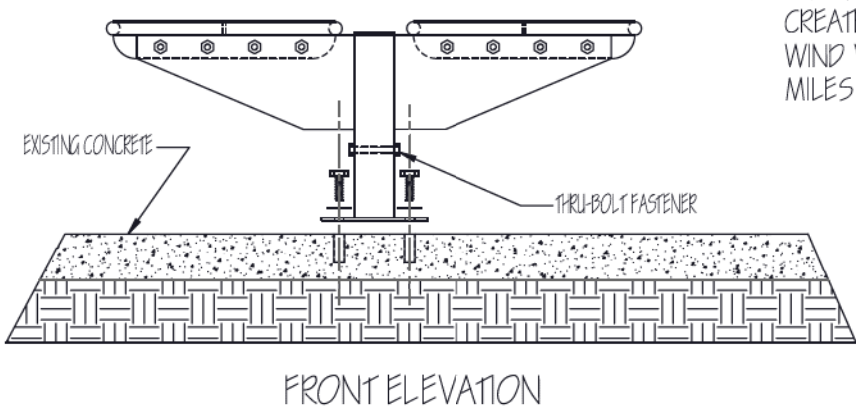
1. DRILL FOUR 7/8" x 2-1/2" DIA HOLES AT LOCATIONS SHOWN AND INSERT EXPANSION ANCHORS (RAMMED/REPAIRED MULTI-SET 1 DROP IN CAT. NO. SEM-58, OR EQUIV.) ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
2. INSTALL .6874 DENT BOLT-5/8" x 1/8" NUT THREADS (NQR REPORT #50 TESTED PHMA APPROVED)
3. INSTALL SEAT SUPPORT. **SHIM AS REQUIRED TO LEVEL.** AND SECURE WITH FOUR 5/8" HEX HEAD MACHINE NUTS AND WASERS
4. ATTACH SEAT WITH 1/2" DIA. 15 X 8 NUTS PROVIDED
5. AFTER INSTALLATION OF CUSTOMER'S SIGN POST INTO SEAT SUPPORT TUBE, SECURE WITH THRU-BOLT AND NUT PROVIDED

Simme L.L.C.
555 Cherry Drive
Eugene, OR 97401
TEL. (541) 338-7993
E-MAIL: SIMME-SEAT@COMCAST.NET

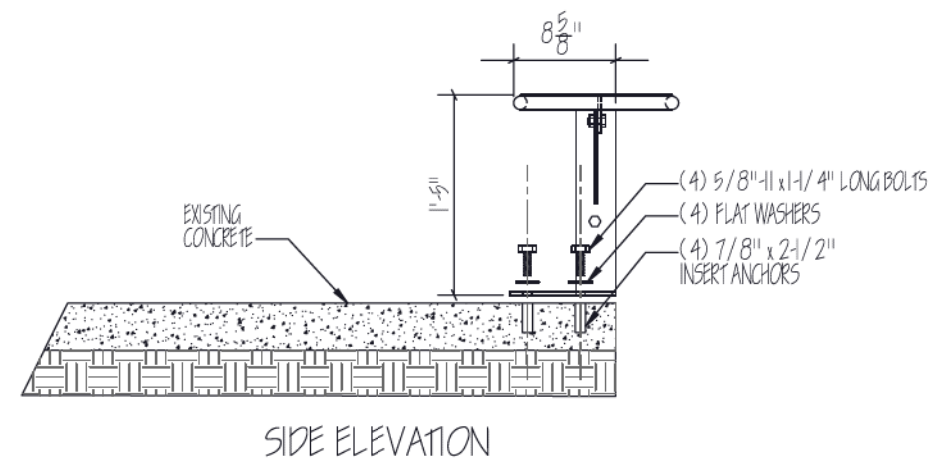
DATE: 4-6-20		FILE NO: SS-1.DWG
DWN BY: JB	APP BY: CS	PLOT SCALE: NONE
DWG NO.: SS-1		



PLAN



FRONT ELEVATION



SIDE ELEVATION

INSTALLATION ON EXISTING CONCRETE, EDGE

SIMME L.L.C
555 CHERRY DRIVE
EUGENE, OR 97401

TEL: (541) 338-7993
E-MAIL: SIMME-SEAT@COMCAST.NET
WWW.SIMMESEAT.COM

SS-1E

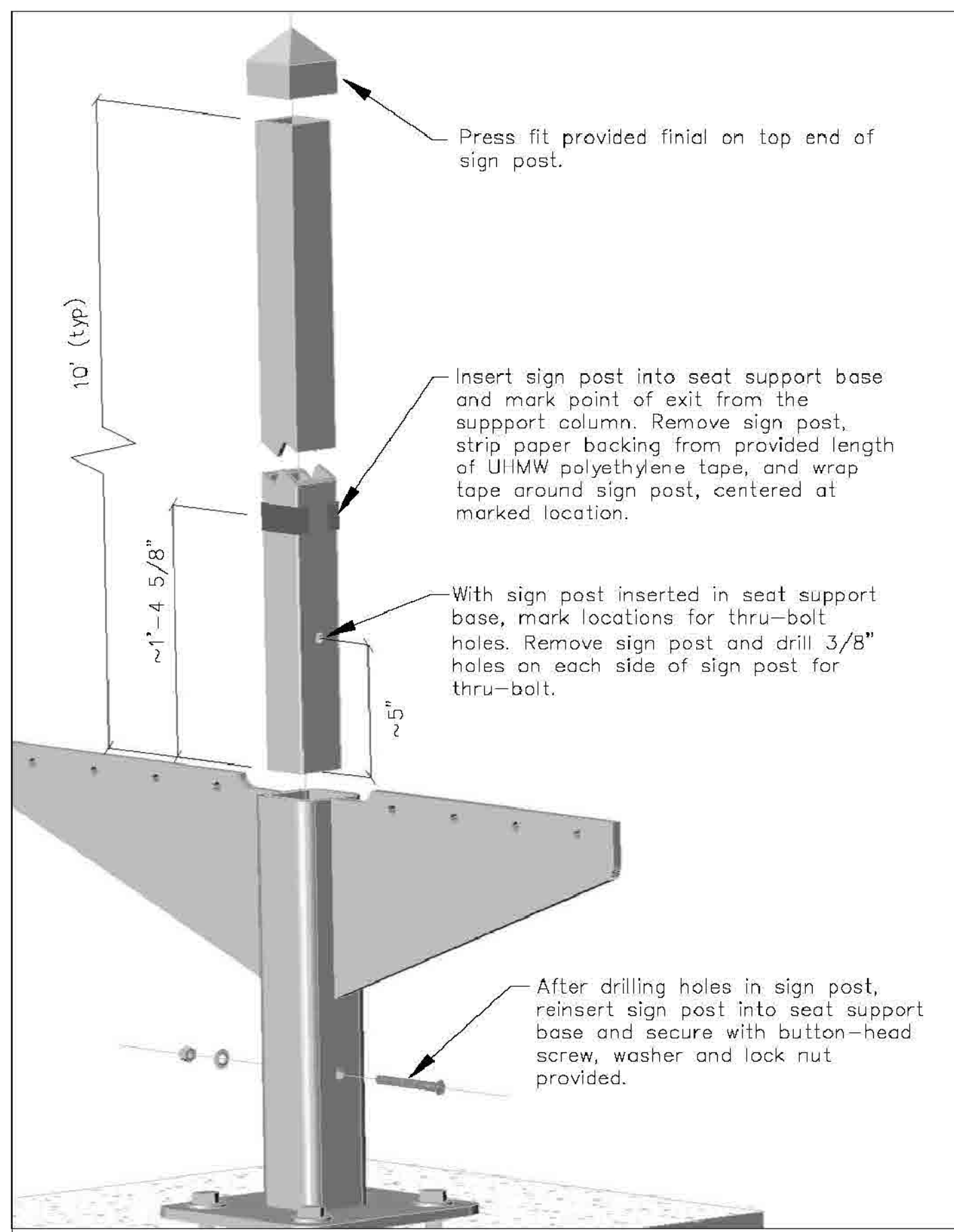
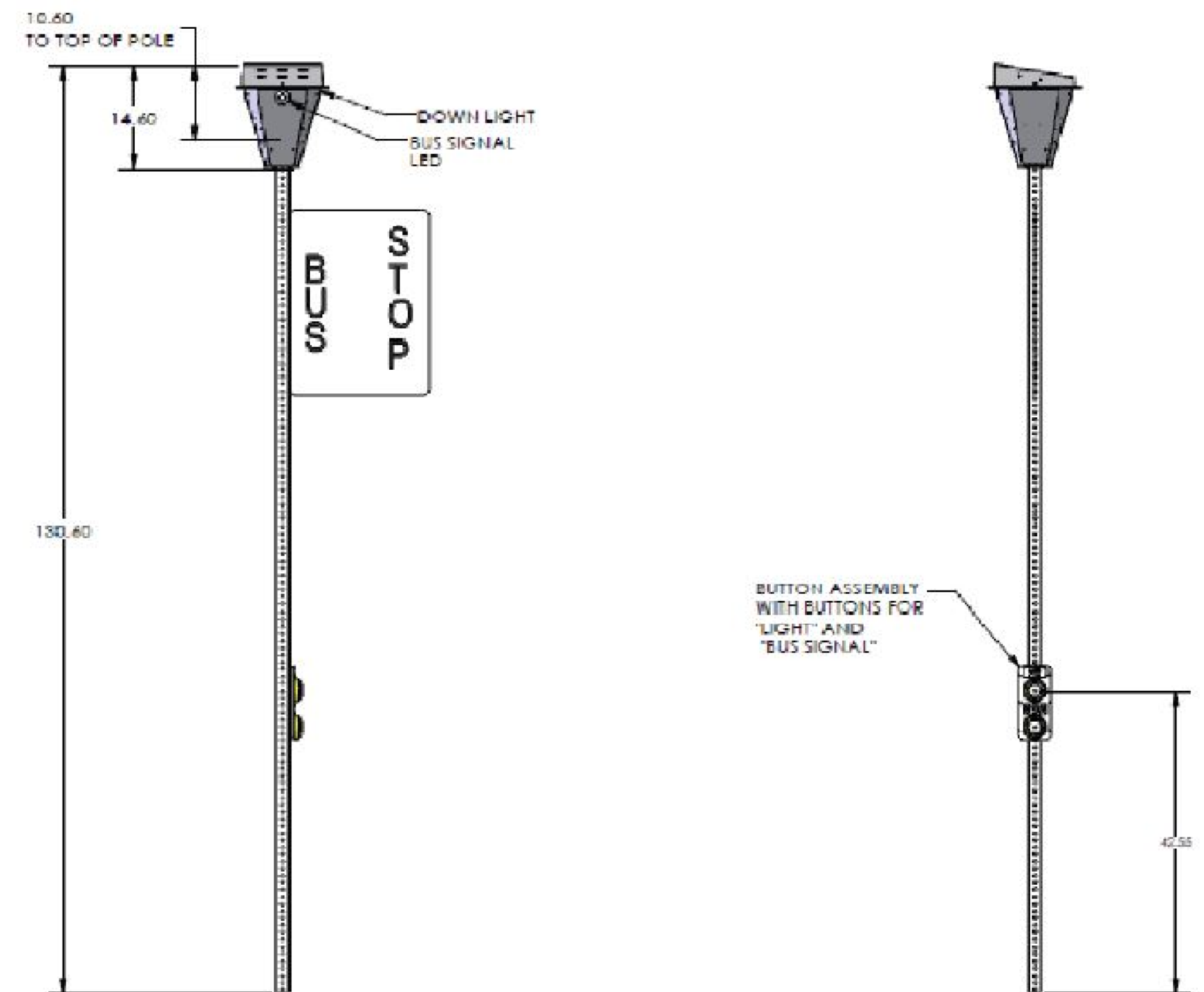
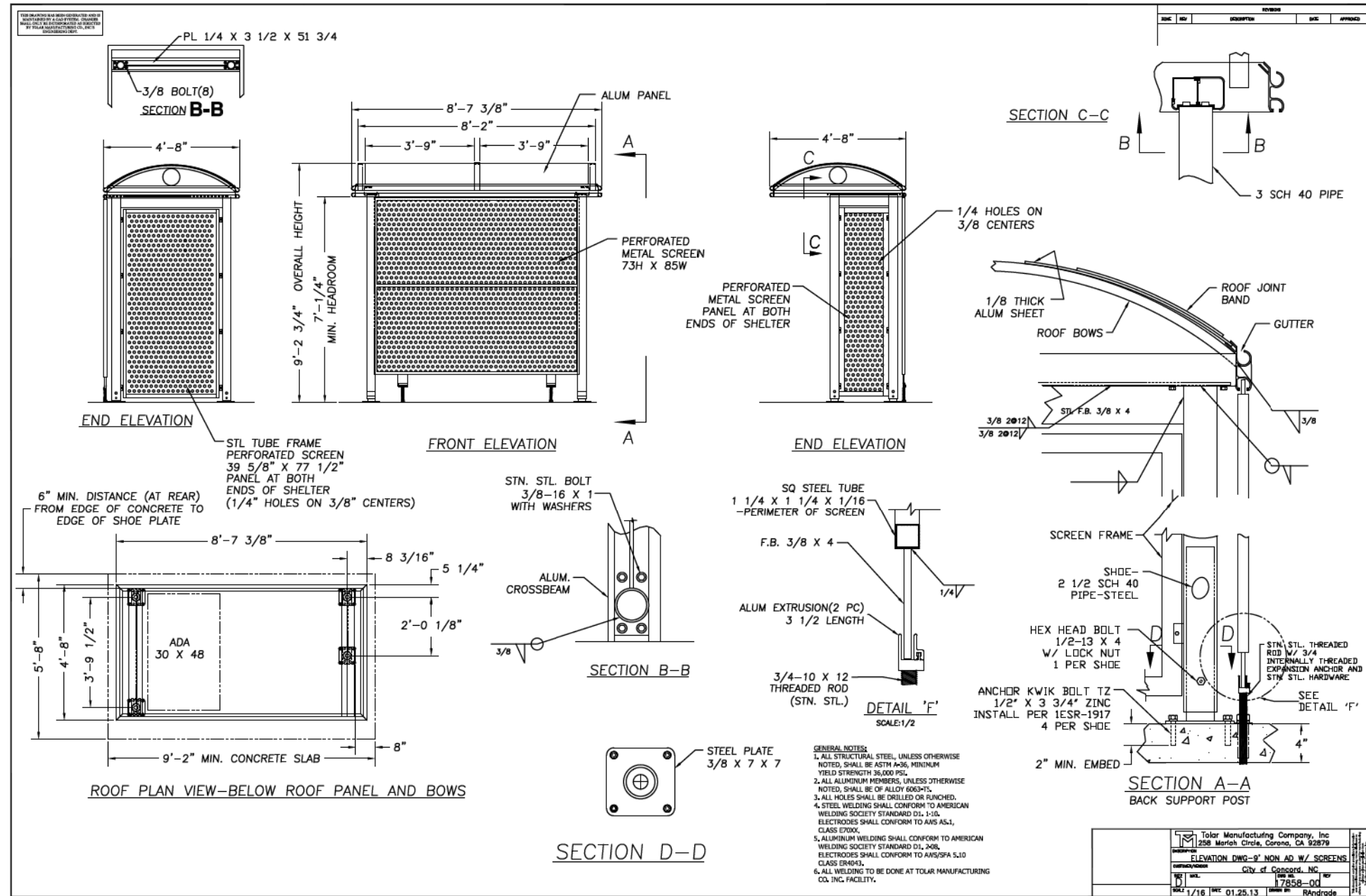


FIGURE 5 – SIGN POST INSTALLATION

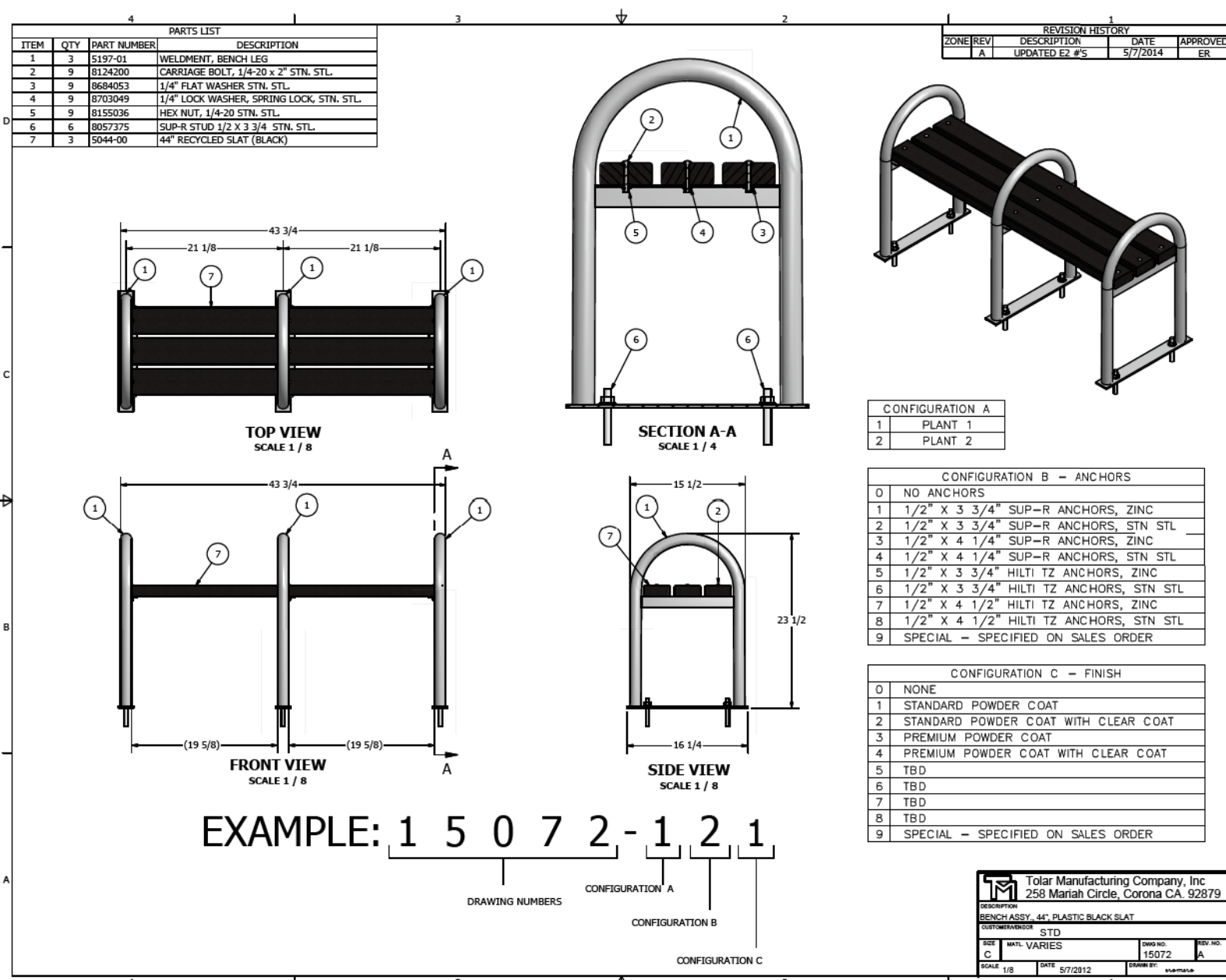


NOTES:

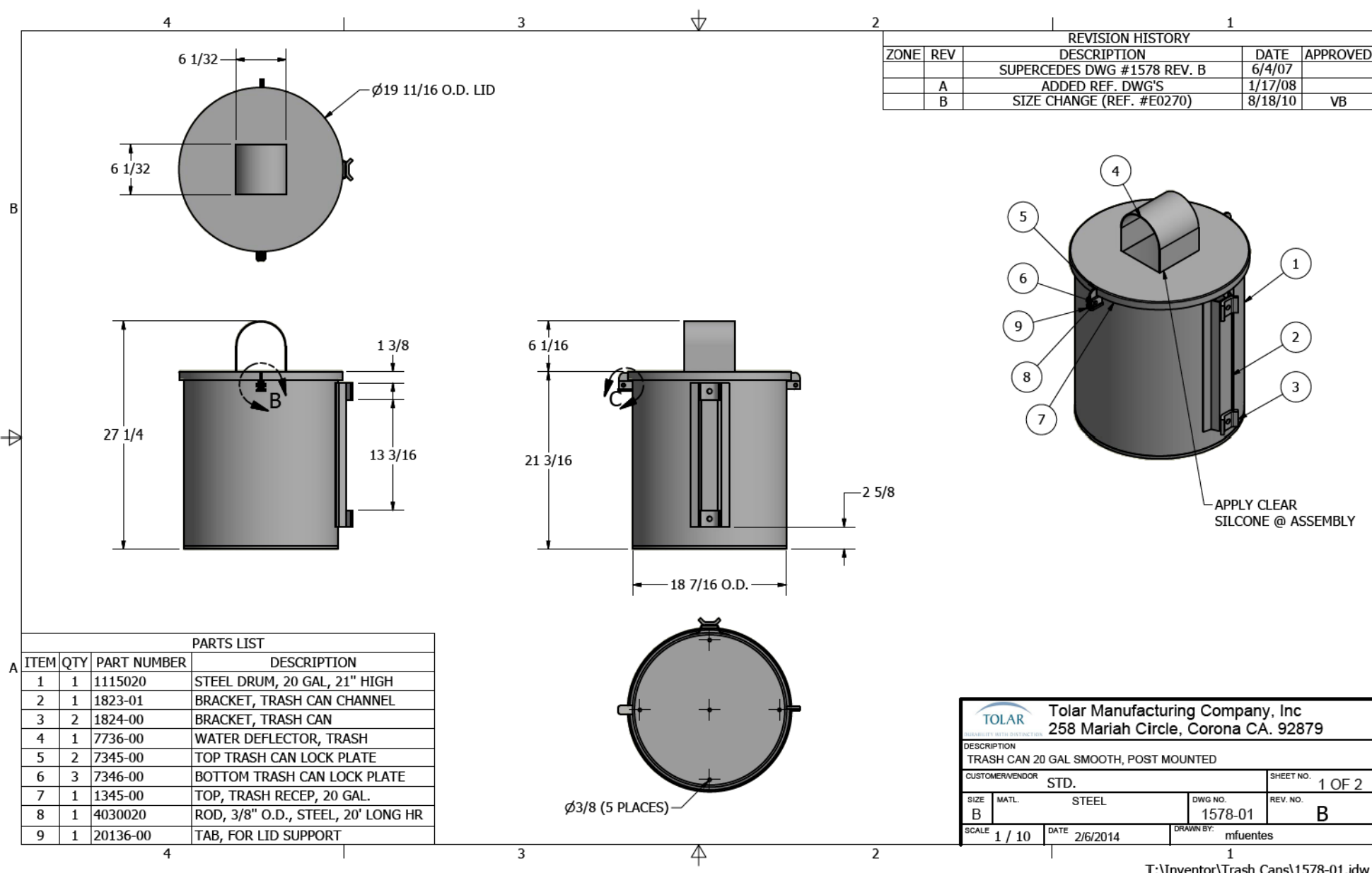
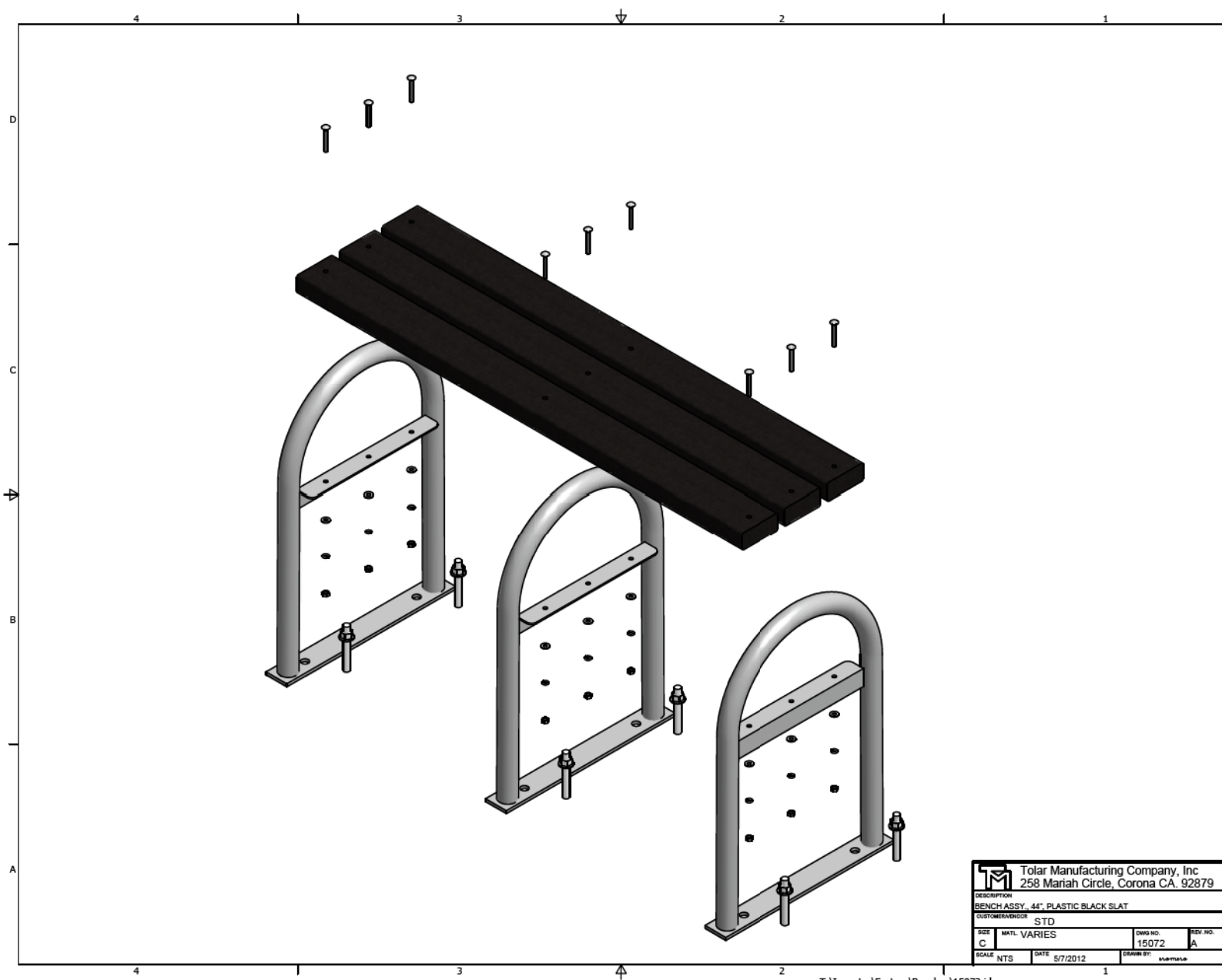
- ALL SHELTERS, BENCHES, AND TRASH CANS ARE TO BE PURCHASED BY OWNER AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED. SEE GENERAL NOTES ON SHEET 2.1.
- INSTALL SHELTER COLUMNS BASE A MINIMUM OF 6" FROM EDGE OF CONCRETE SHELTER PAD. (TYPICAL UNLESS OTHERWISE SHOWN)
- FOR SITES WHERE SHELTERS ARE INSTALLED IN THE FUTURE, EXISTING SIMME-SEAT IS TO BE REMOVED AND REPLACED WITH STANDARD SHELTER BENCH.



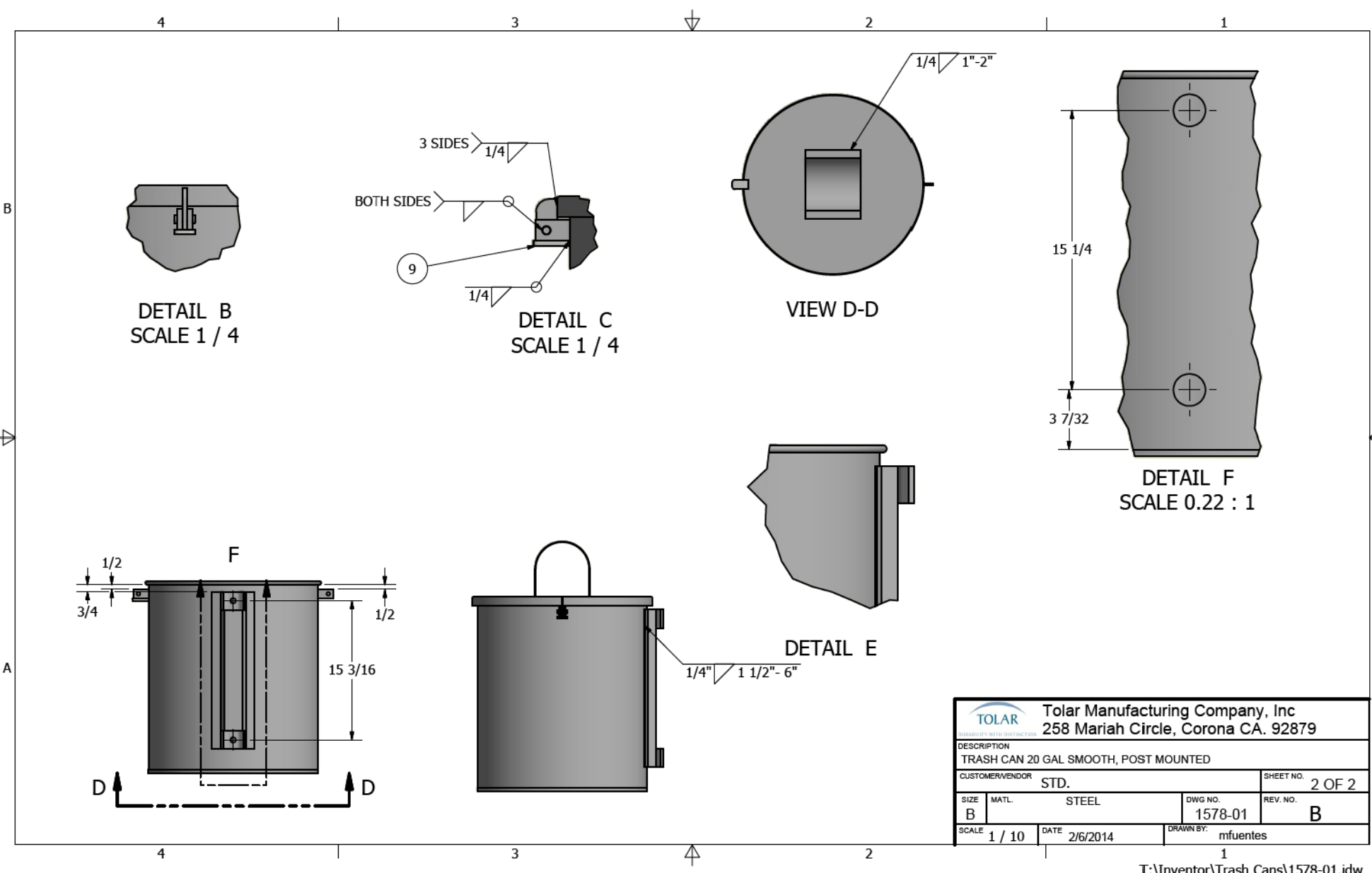
TYPICAL SHELTER



TYPICAL SHELTER BENCH



TYPICAL SHELTER MOUNTED TRASH CAN



SHEET #
2.8

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

CITY OF CONCORD

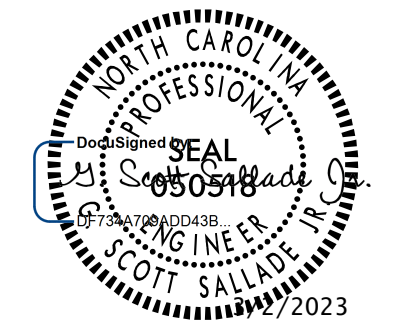
RIDER TRANSIT BUS STOPS

DETAILS

REVISIONS

DATE: 03/02/2023
DESIGNED BY: AJA
CHECKED BY: GSS

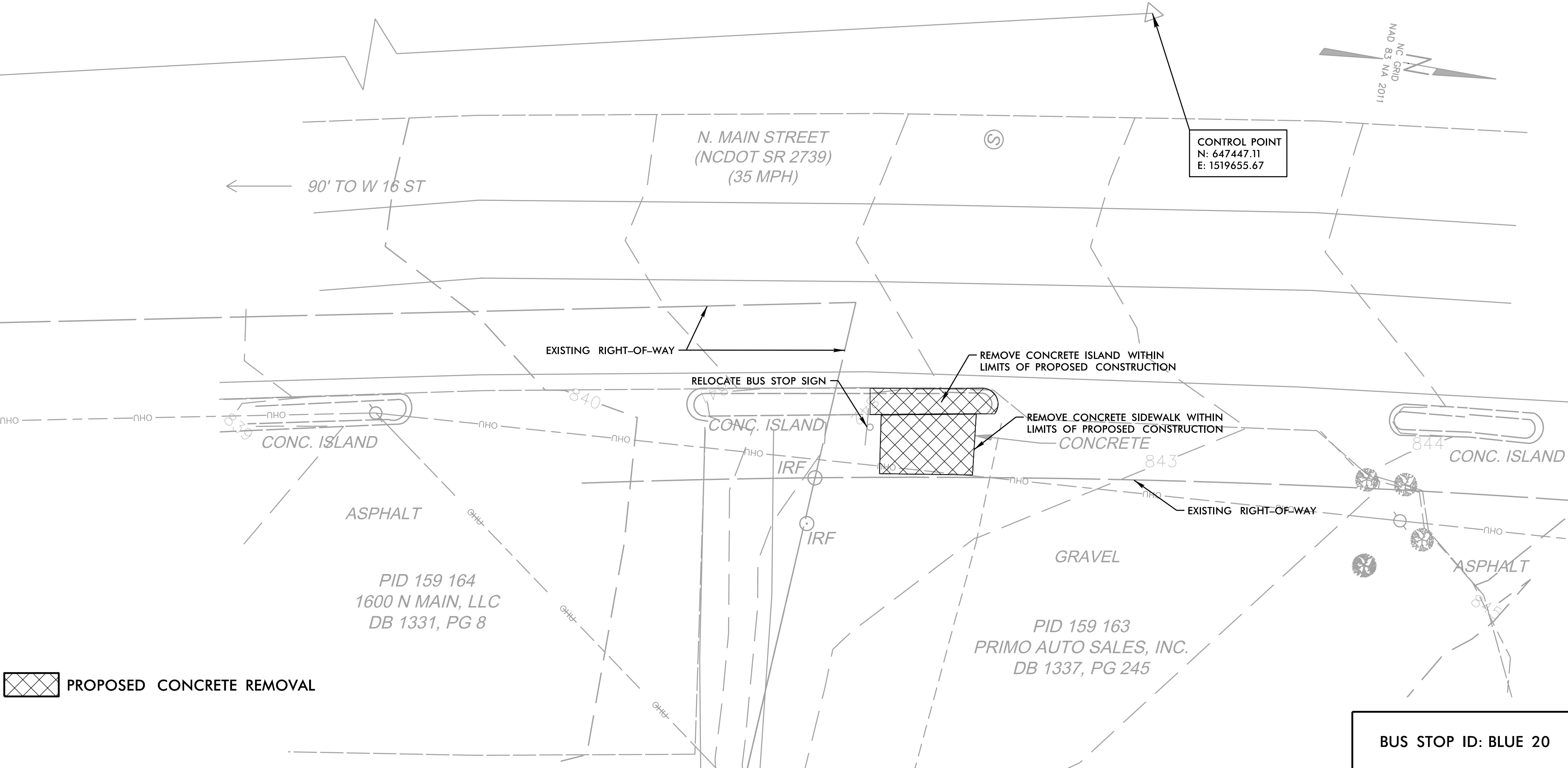
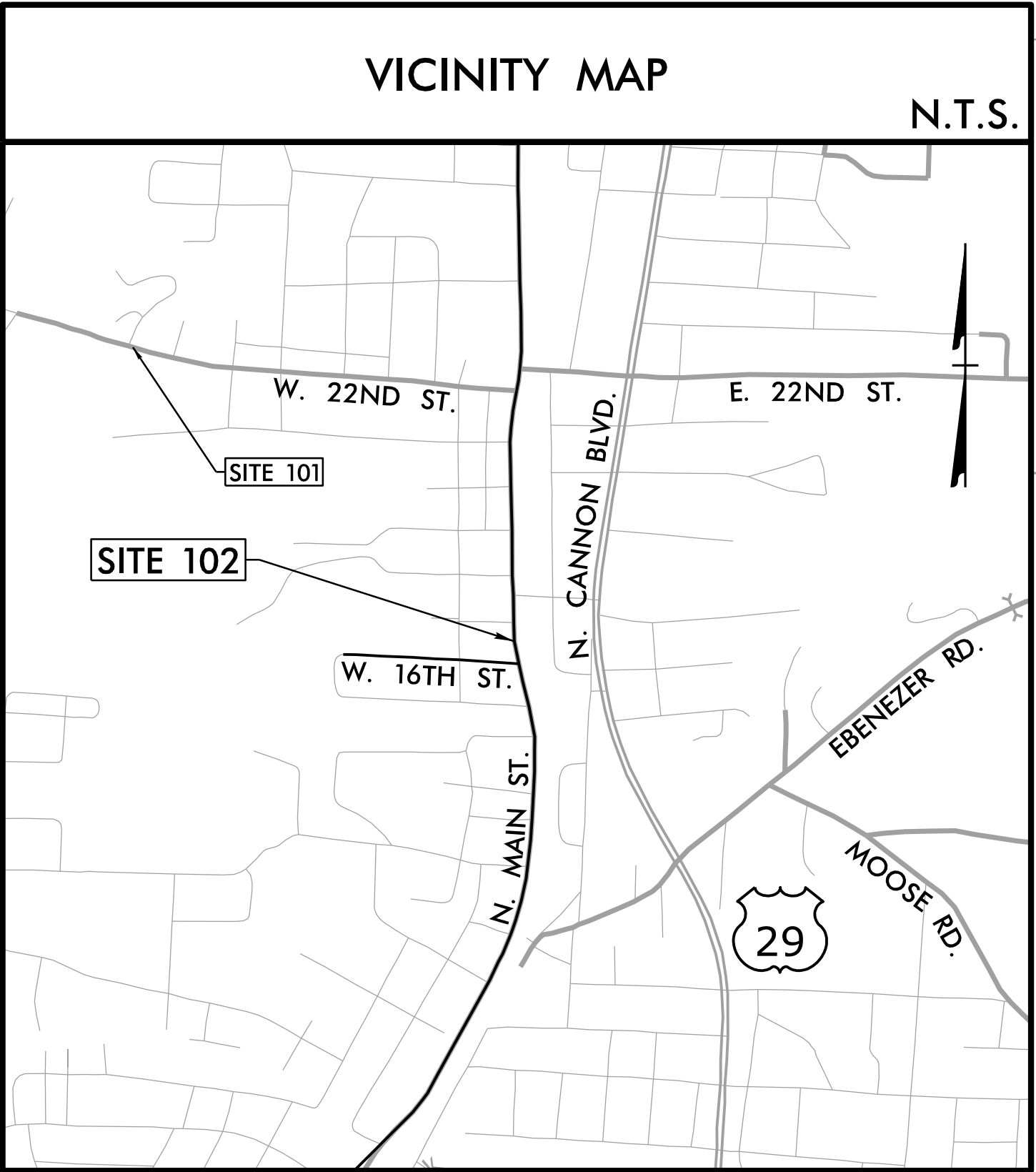
0 5' 10'



Infrastructure Consulting Services, Inc.

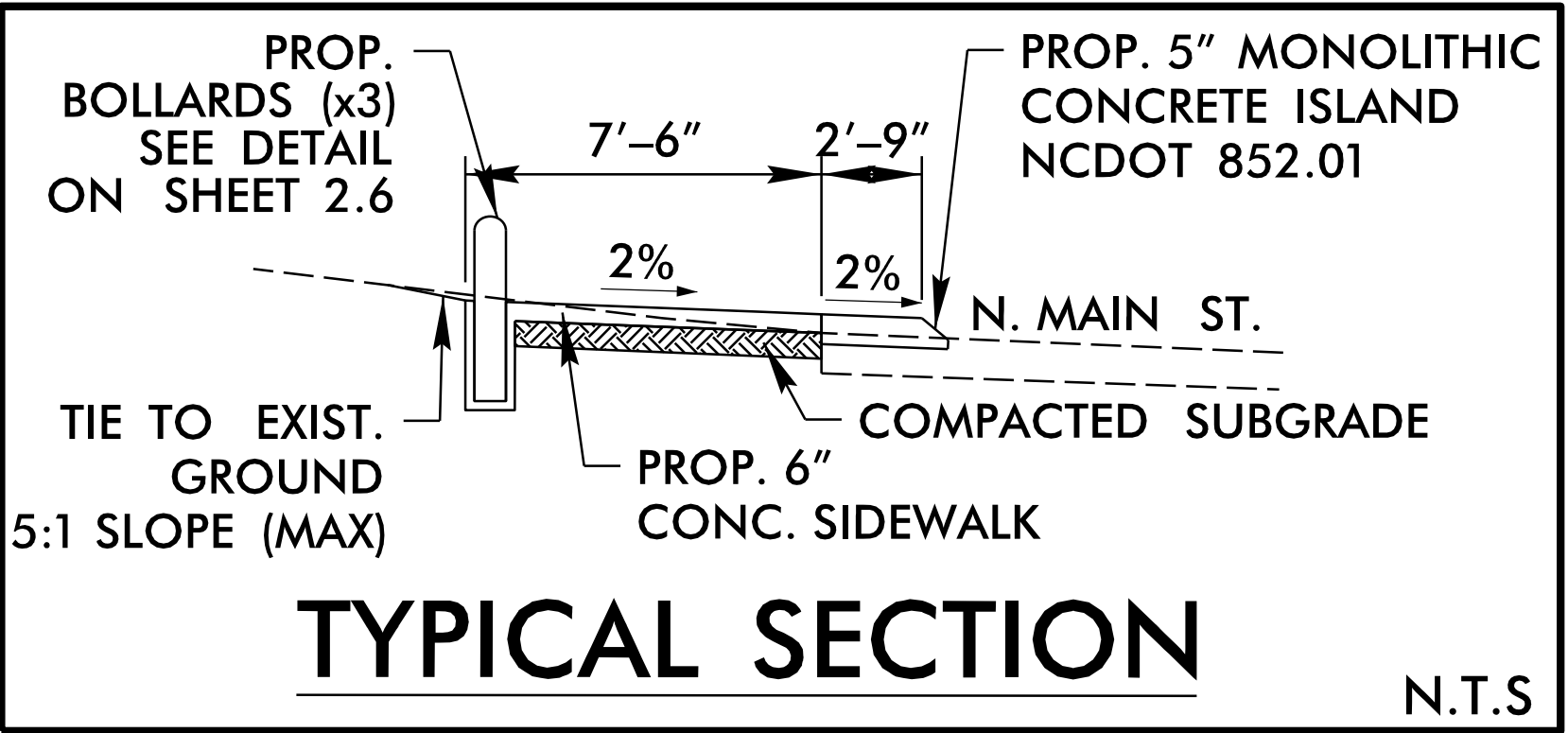
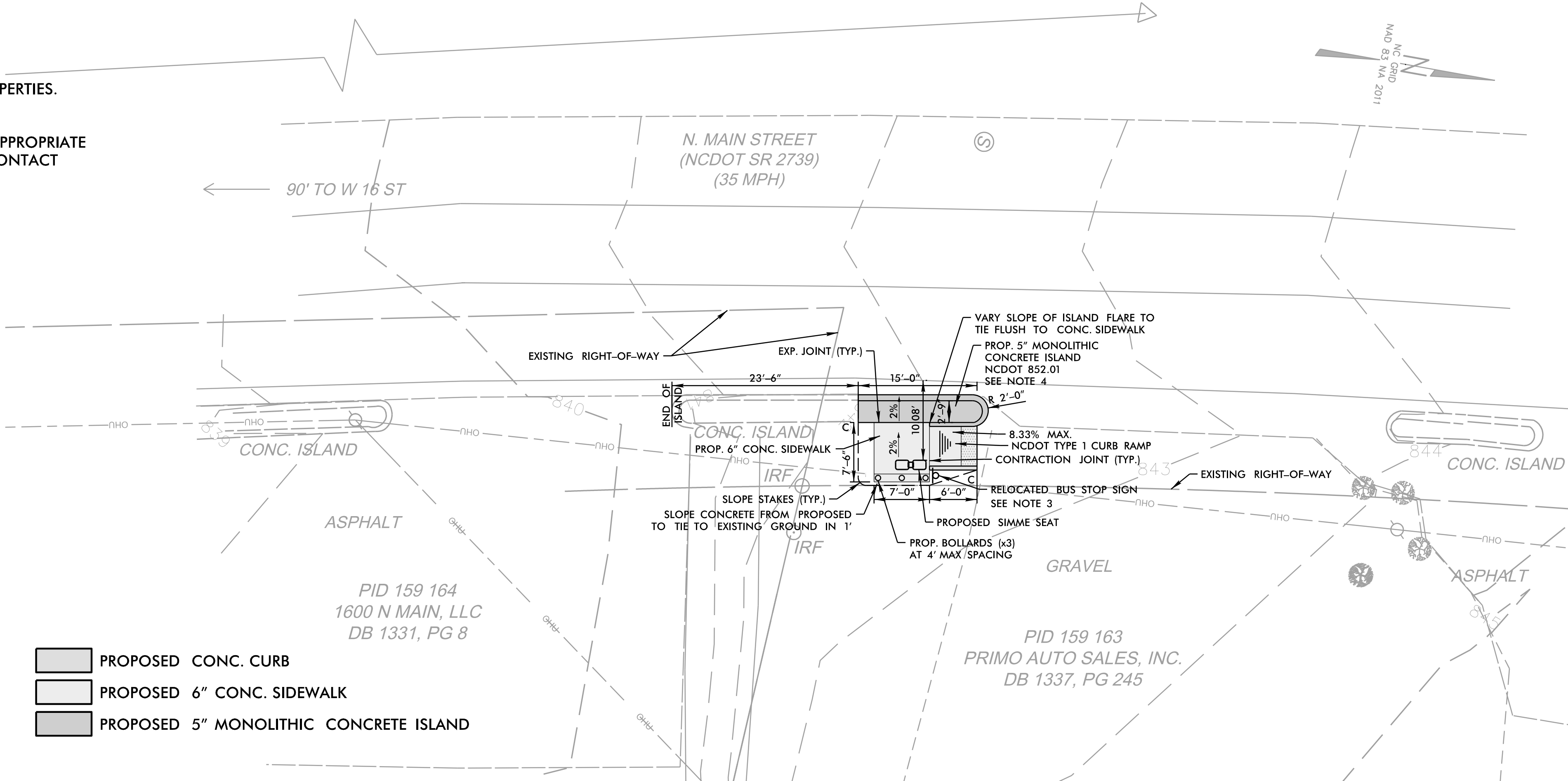
RKA
RAMEY KEMP ASSOCIATES
5808 Farlington Place
Raleigh, North Carolina 27609
Phone: 919-875-5116
NC License No. F-1489
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN



PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 4. CONTRACTOR TO VERIFY EXISTING SUBSURFACE CONDITIONS TO DETERMINE APPROPRIATE INSTALLATION METHOD (KEYED IN, SURFACE MOUNTED, NEW BASE COURSE). CONTACT ENGINEER FOR APPROVAL PRIOR TO POURING CONCRETE.



SITE NO.
102



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

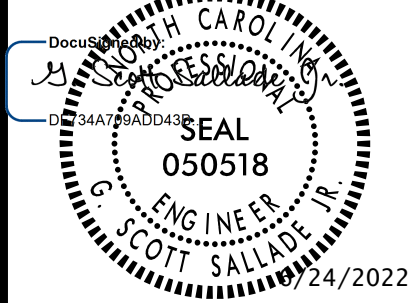
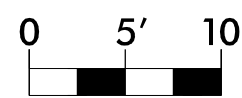
N. MAIN STREET (NB)
AT W. 16TH STREET

REVISIONS

DATE: 06/24/2022

DESIGNED BY: AJA

CHECKED BY: GSS



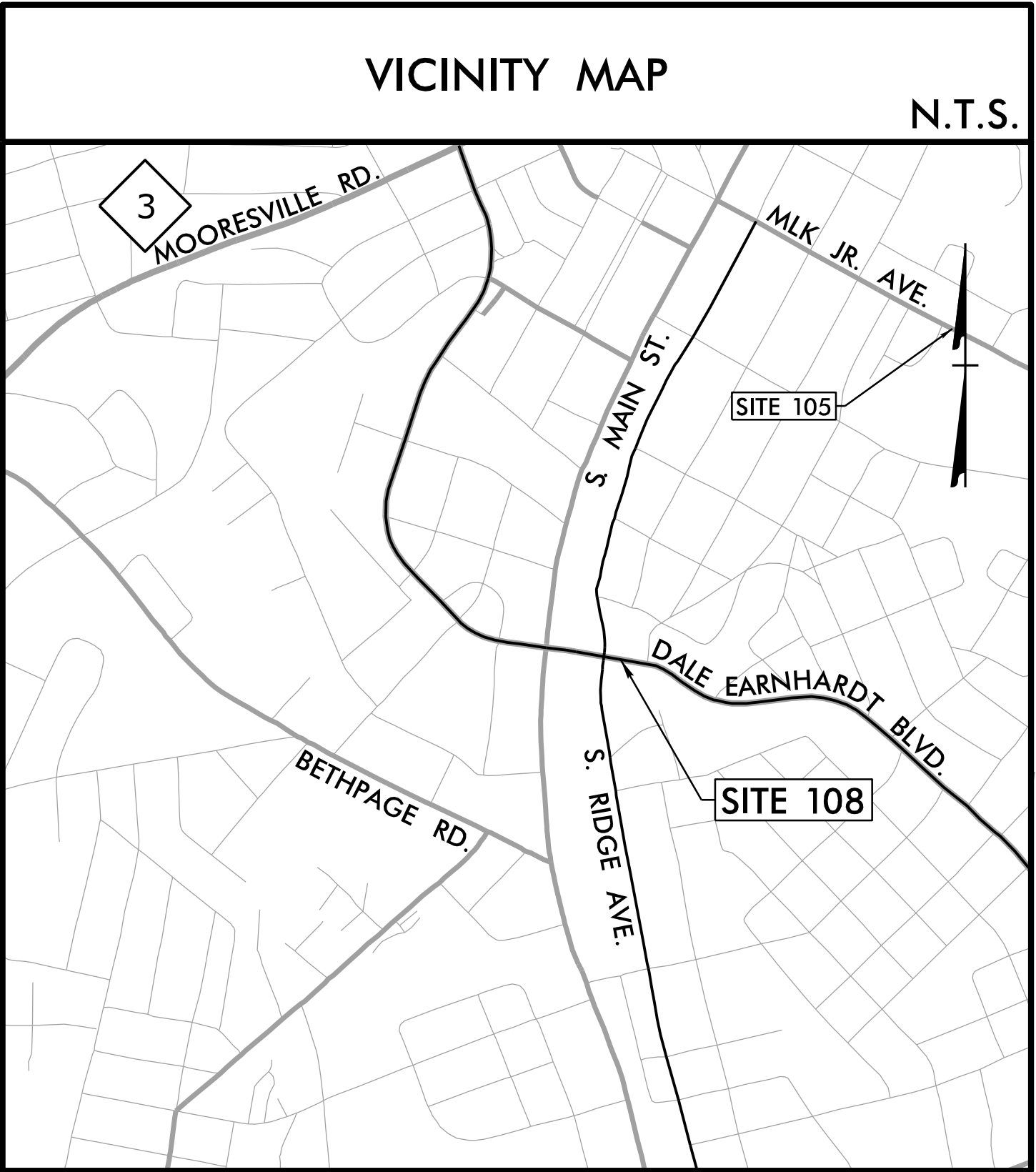
RKA

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Raleigh, North Carolina 27609
Phone: 919-872-5115

NC License No. C-0910
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EXISTING SURVEY/DEMOLITION PLAN



PROPOSED SIDEWALK REMOVAL

DALE EARNHARDT BLVD
(NCDOT NC 3)
(35 MPH)

150' TO S. RIDGE AVE

CONC CURB BUS STOP
SIGN
CONC SIDEWALK

RELOCATE BUS STOP SIGN
REMOVE CONCRETE SIDEWALK WITHIN
LIMITS OF PROPOSED CONSTRUCTION

RETAIN TREE
22478
778.67
4IN" WIDE

CONTROL POINT
N: 636728.38
E: 1516046.66

PIN 5613660463
UNITED STATES
POSTAL OFFICE

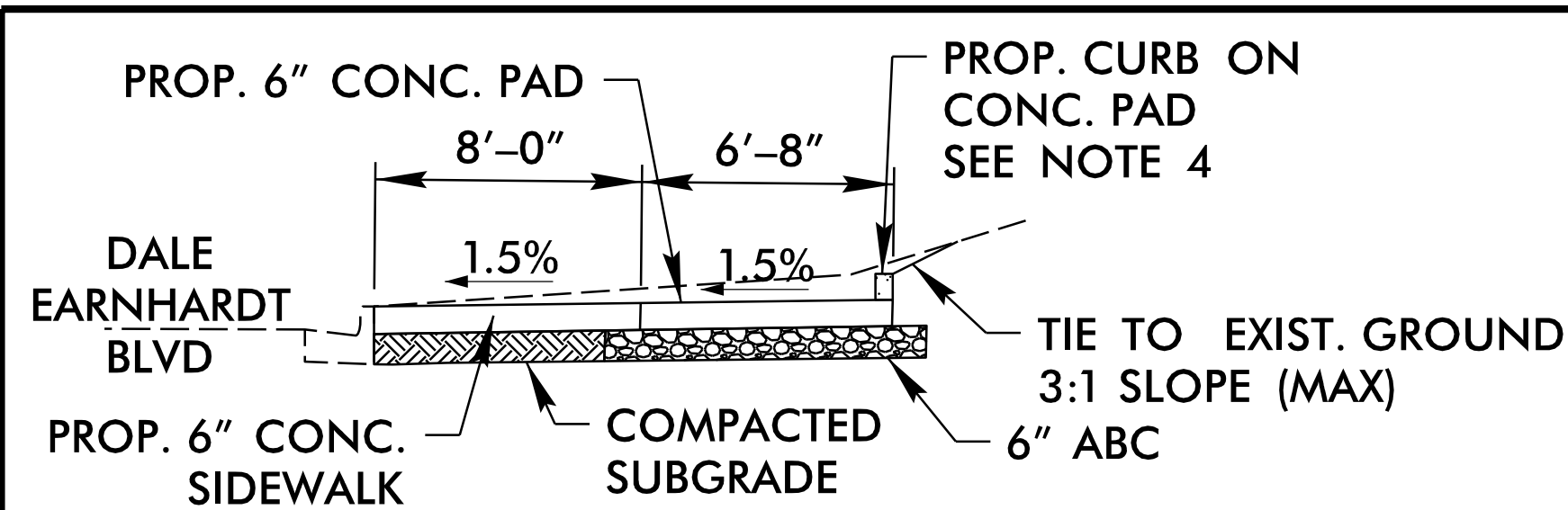
NC GRID
NAD 83 NA 2011

BUS STOP ID: BROWN 28

PROPOSED PLAN

NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
4. CURB HEIGHT TO BE SET AT 9" ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



TYPICAL SECTION

N.T.S.

- PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC
- PROPOSED 6" CONC. SIDEWALK
- PROPOSED CONC. CURB

DALE EARNHARDT BLVD
(NCDOT NC 3)
(35 MPH)

150' TO S. RIDGE AVE

CONC CURB
CONC SIDEWALK

PROP. 6" CONC. SIDEWALK
CONTRACTION JOINT (TYP.)
PROP. 6" CONC. PAD
EXP. JOINT (TYP.)

22478
778.67
4IN" WIDE

VARY SLOPE TO TIE FLUSH
TO EXIST. SIDEWALK

8'-0"

1.5%

11'-10"

6'-8"

21'-4"

9'-5"

21'-4"

6'-8"

21'-4"

6'-8"

21'-4"

6'-8"

21'-4"

6'-8"

21'-4"

6'-8"

21'-4"

6'-8"

PIN 5613660463
UNITED STATES
POSTAL OFFICE

EXISTING RIGHT-OF-WAY

NC GRID
NAD 83 NA 2011

SITE NO.
108



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

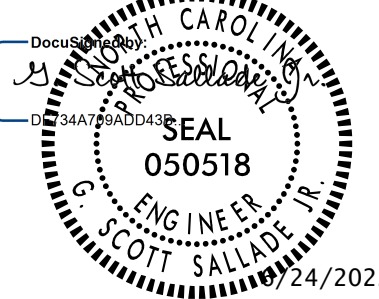
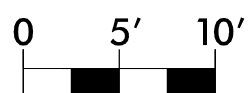
DALE EARNHARDT BOULEVARD (EB)
AT KANNAPOLIS POST OFFICE

REVISIONS

DATE: 06/24/2022

DESIGNED BY: AJA

CHECKED BY: GSS



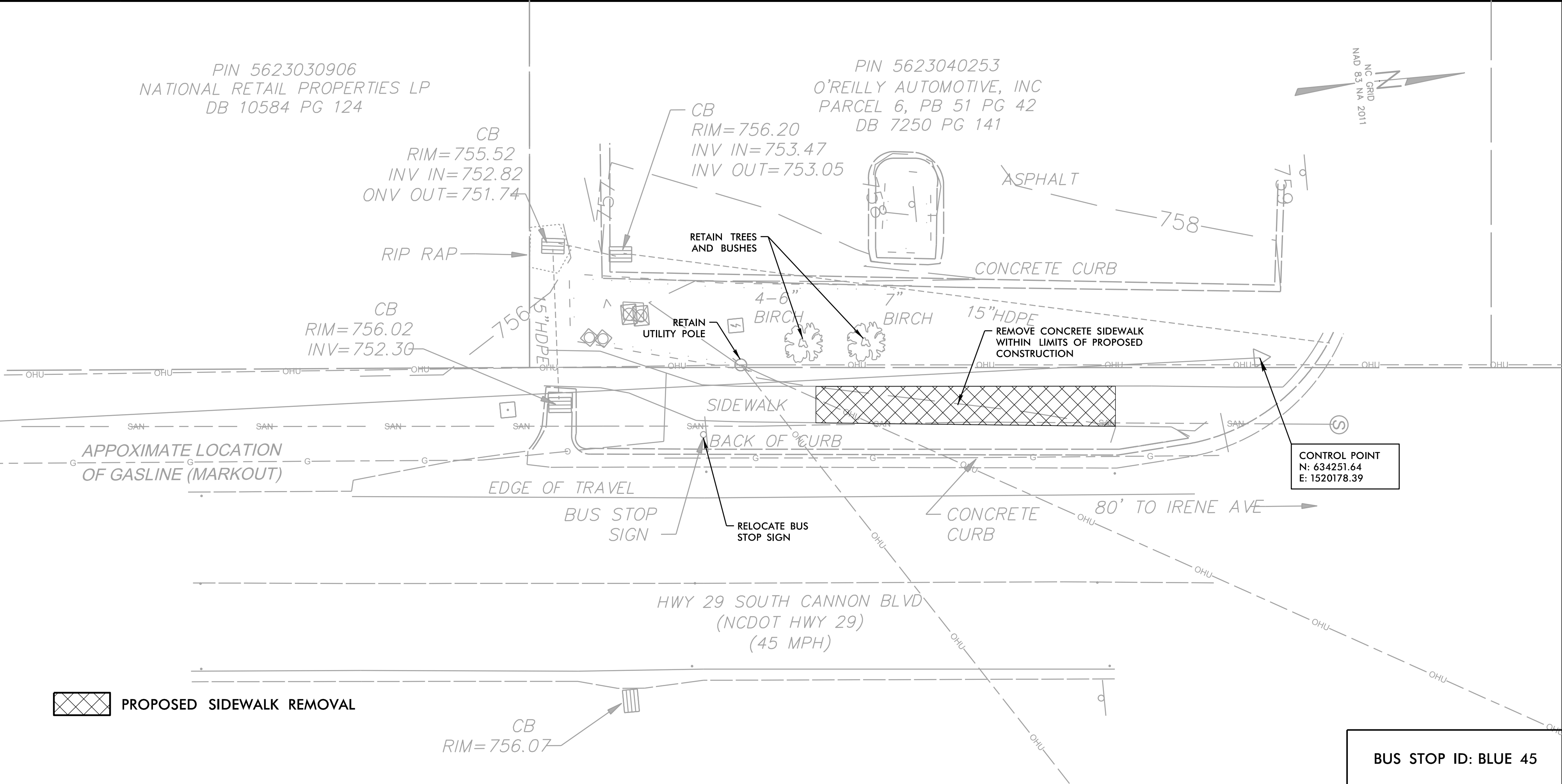
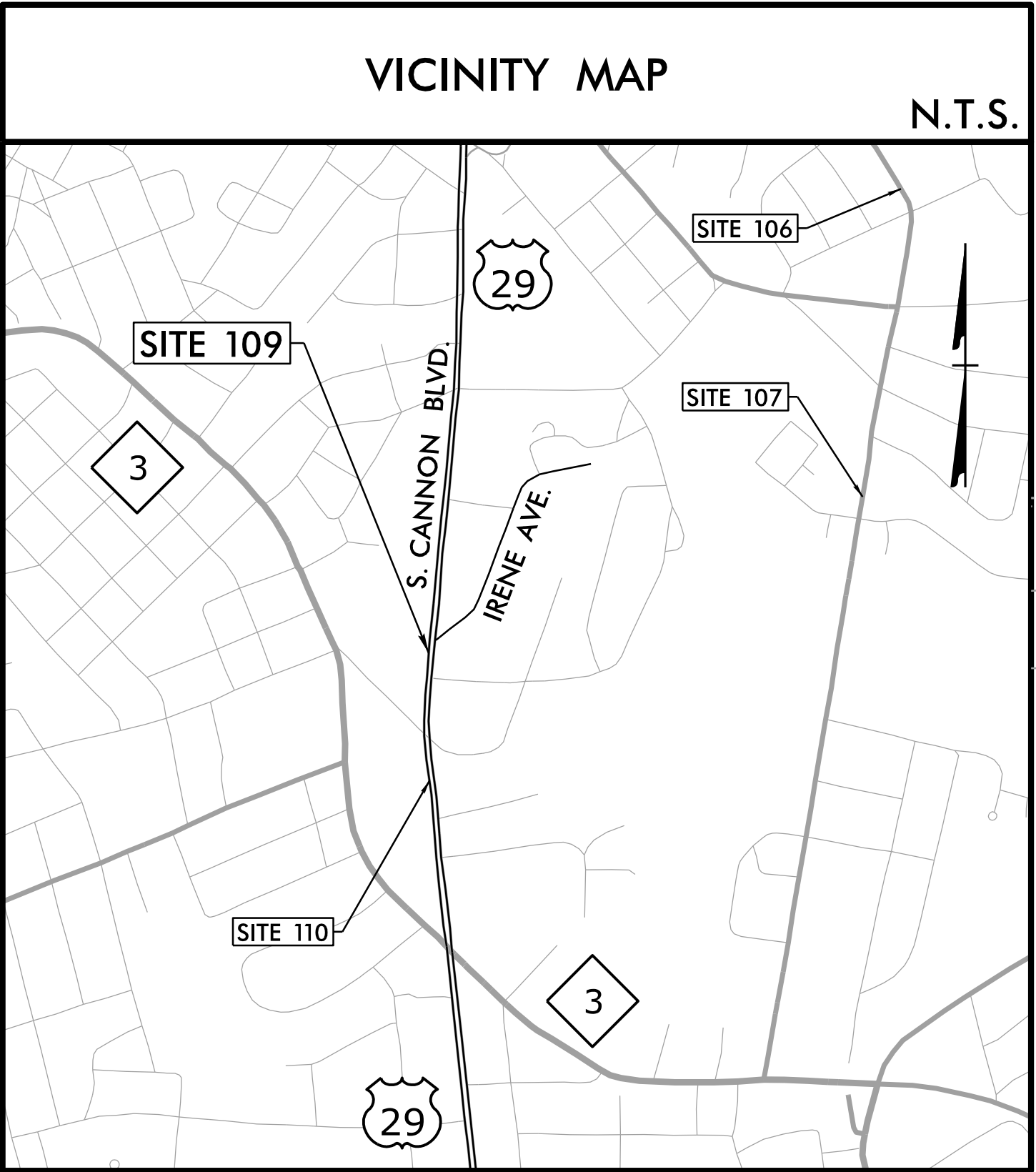
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Raleigh, North Carolina 27609
Phone: 919-872-5115

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www.rameykemp.com

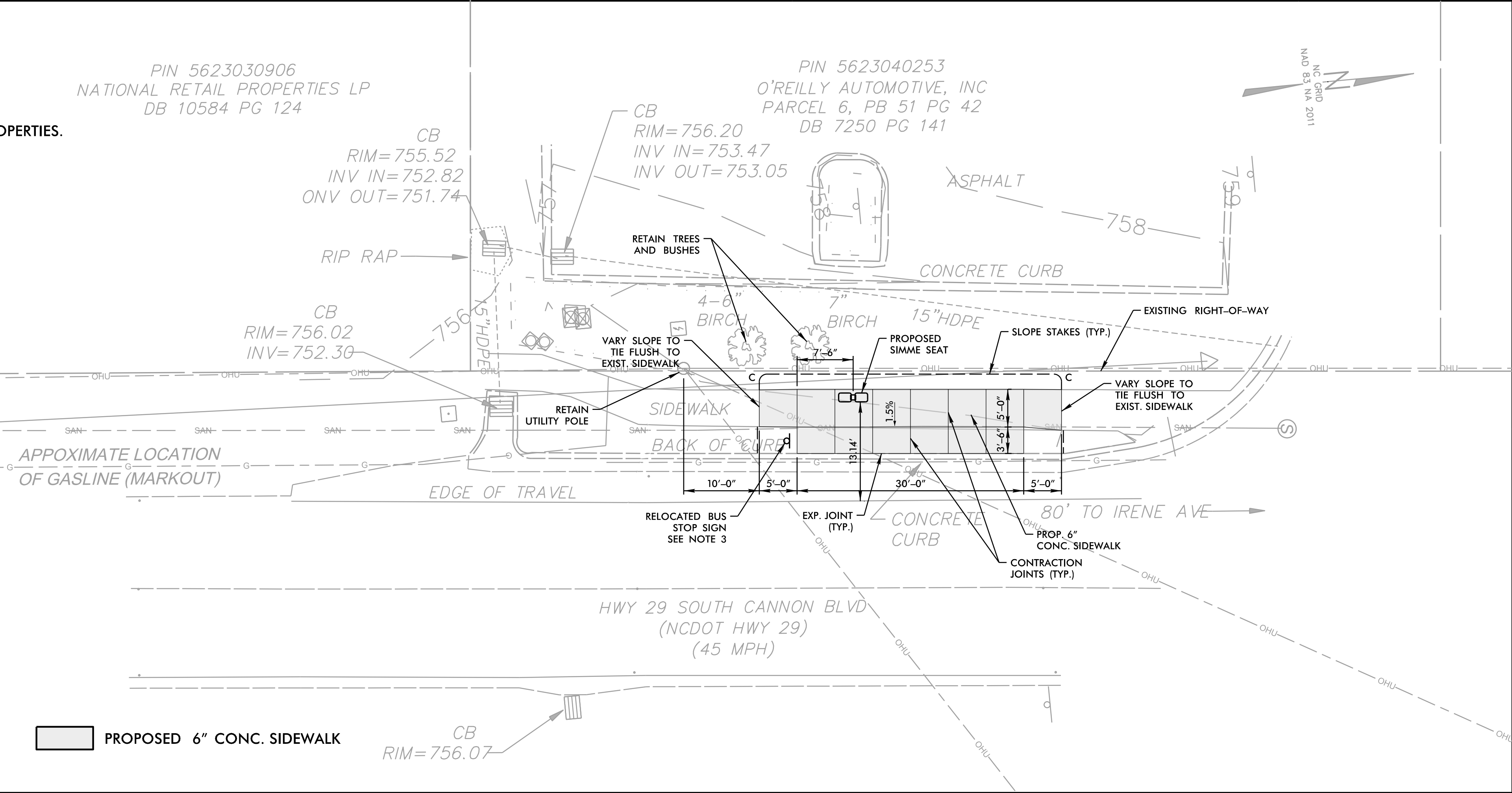
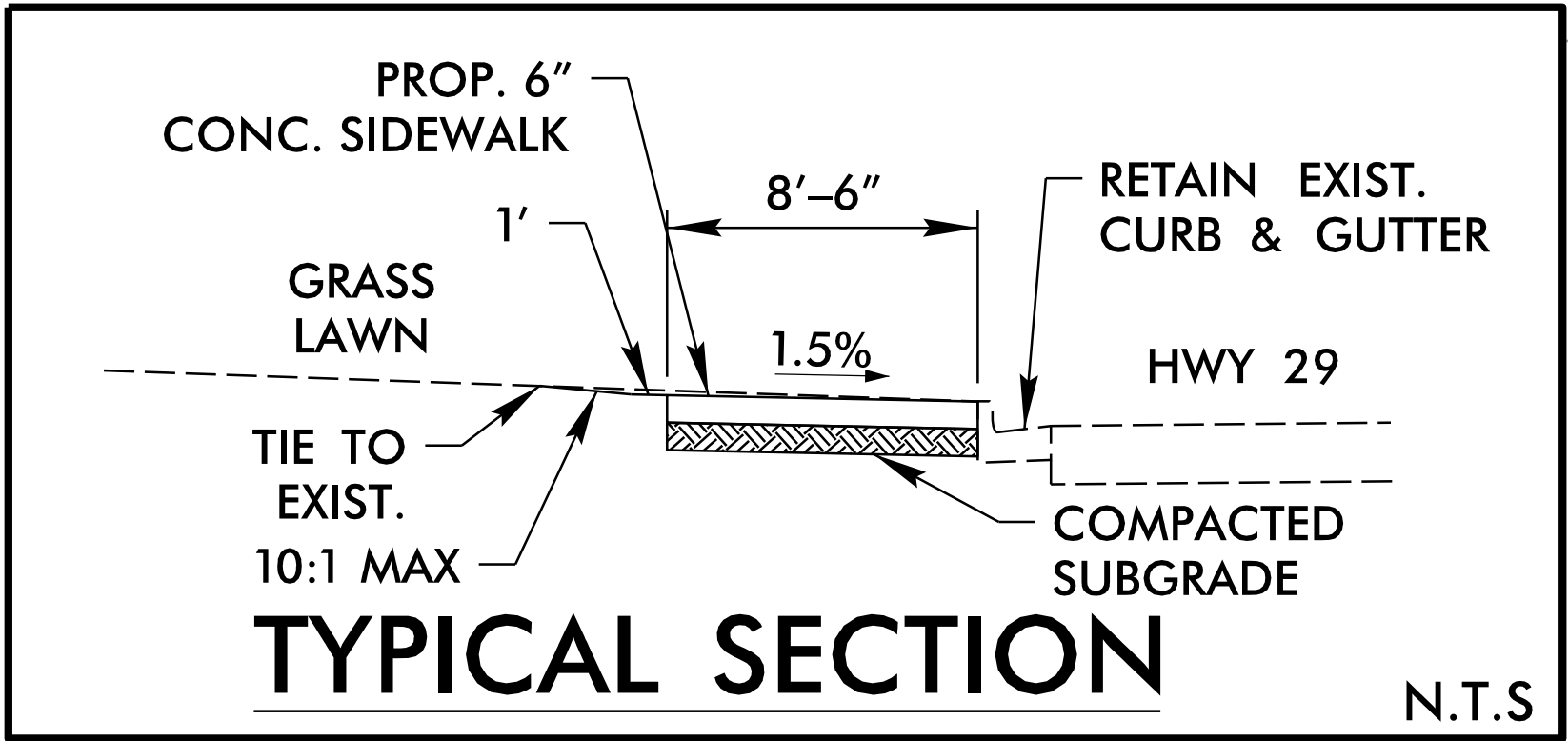
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

EXISTING SURVEY/DEMOLITION PLAN



PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



SITE NO.
109

CONNECTING COMMUNITY
Rider
Concord Kannapolis Area Transit

CITY OF CONCORD
RIDER TRANSIT BUS STOPS
HIGHWAY 29 (SB)
AT IRENE AVENUE

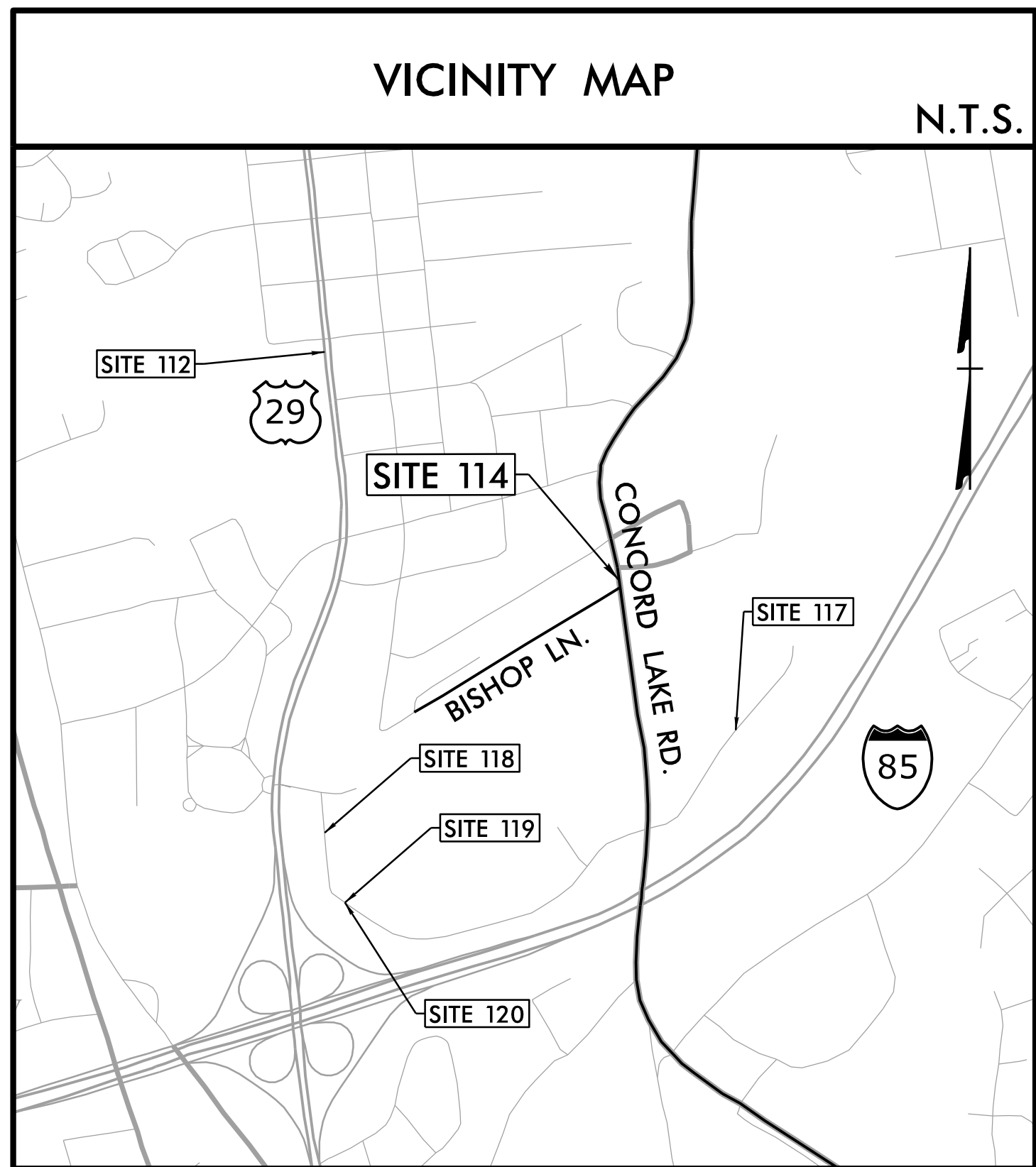
REVISIONS	DATE	DESIGNED BY	CHECKED BY
	06/24/2022	AJA	GSS

0 5' 10'

Seal of the State of North Carolina
Professional Engineer
SEAL 050518
COTT SALLADY, P.E.
06/24/2022

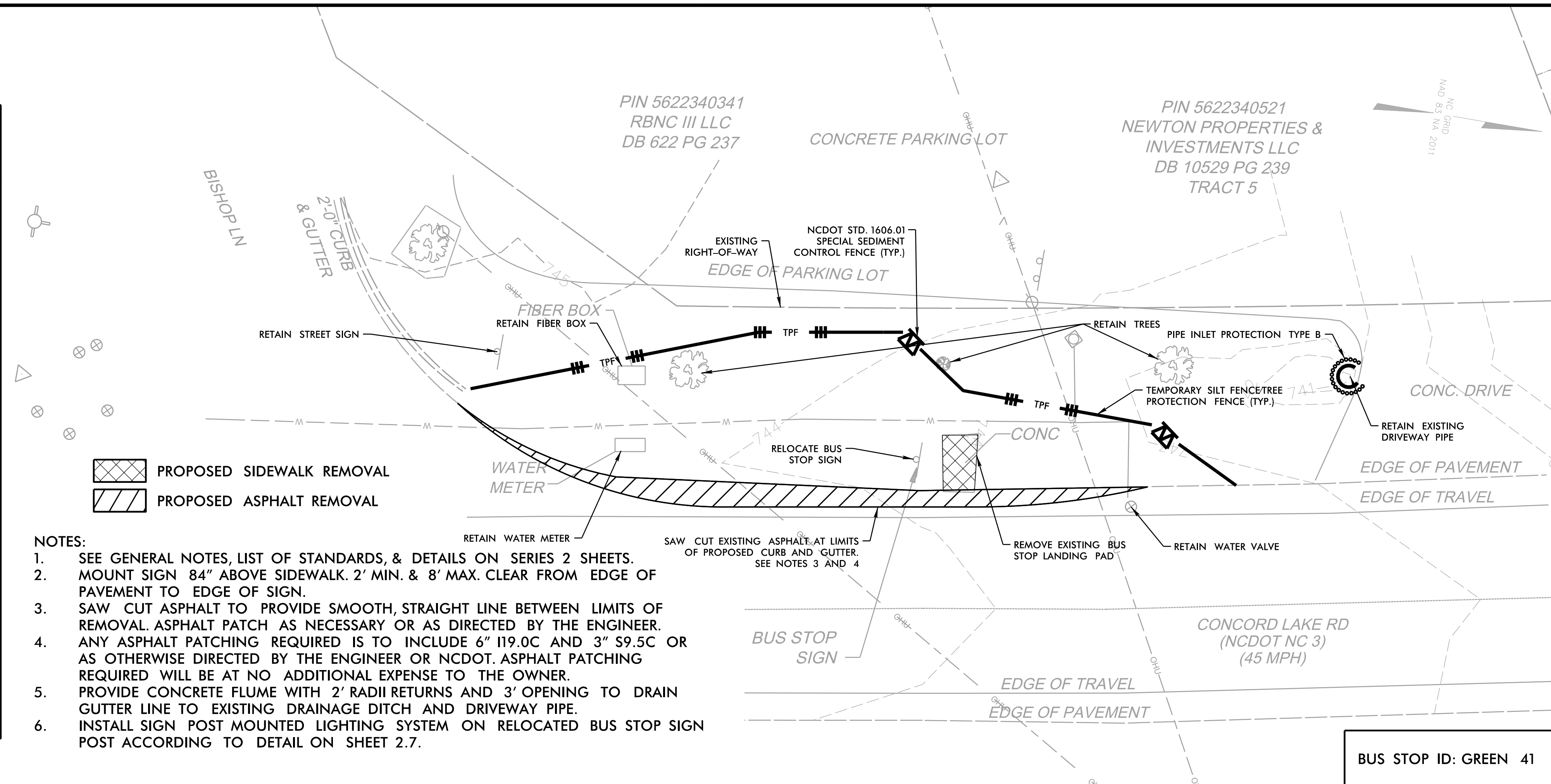
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. C-0810
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EXISTING SURVEY/DEMOLITION PLAN

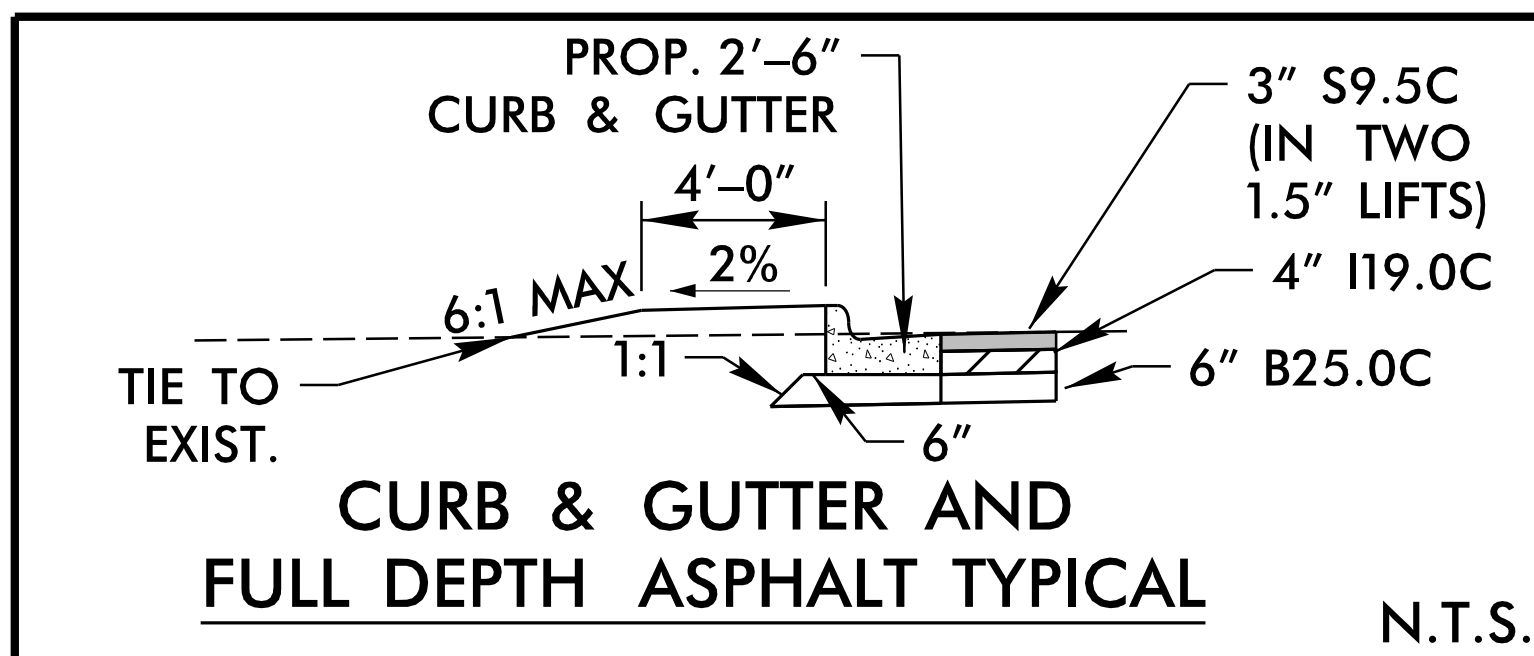
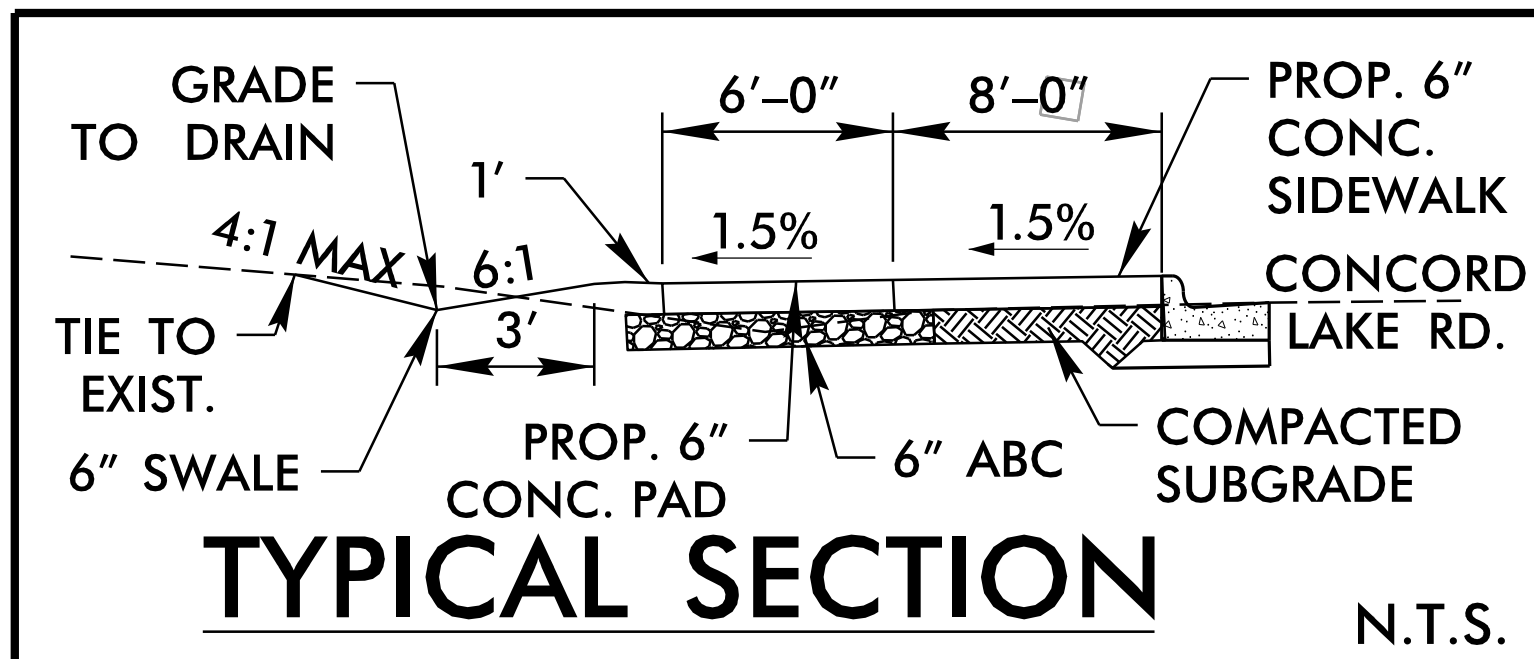


 PROPOSED SIDEWALK REMOVAL
 PROPOSED ASPHALT REMOVAL

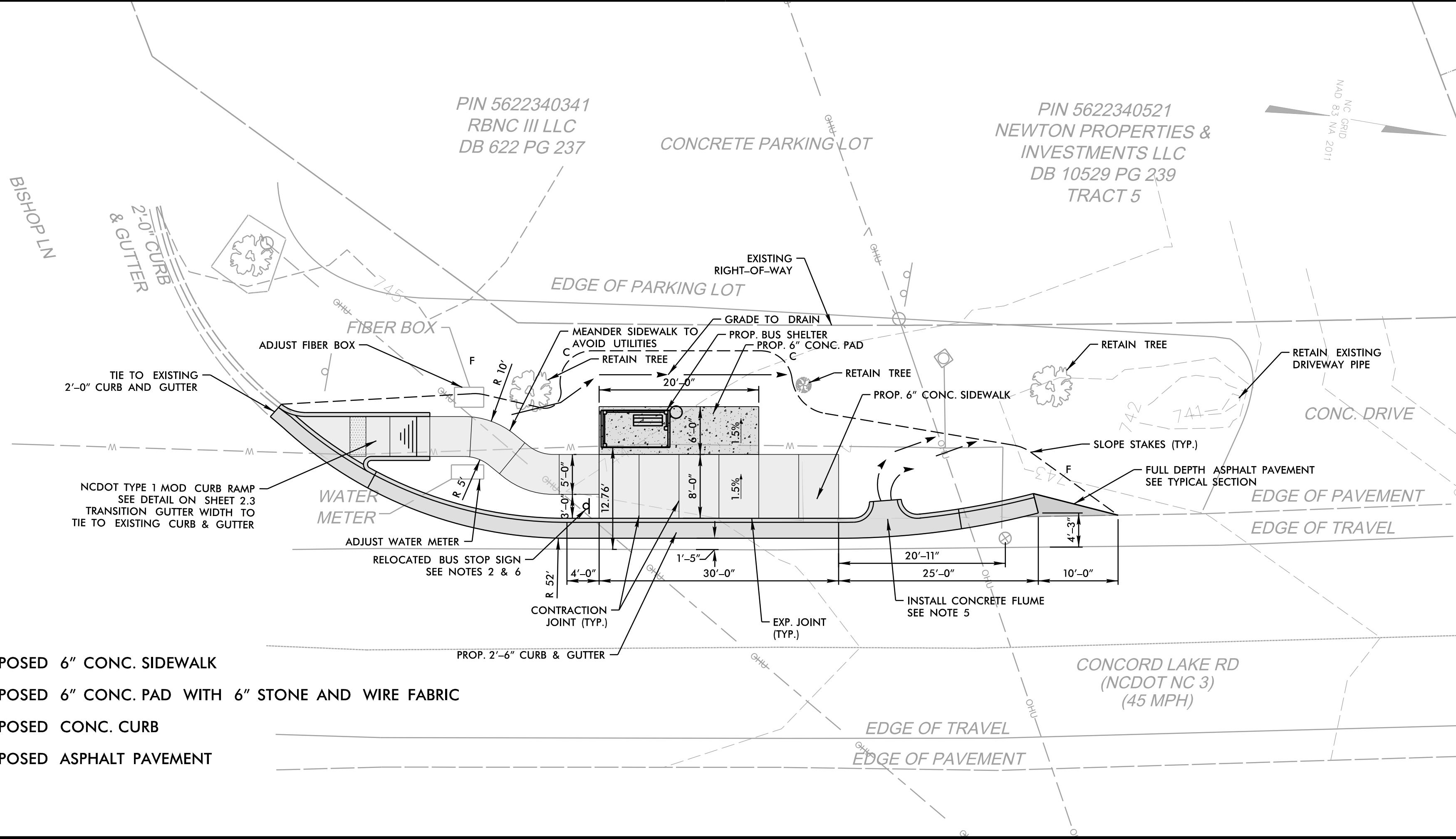
- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 3. SAW CUT ASPHALT TO PROVIDE SMOOTH, STRAIGHT LINE BETWEEN LIMITS OF REMOVAL ASPHALT PATCH AS NECESSARY OR AS DIRECTED BY THE ENGINEER.
 4. ANY ASPHALT PATCHING REQUIRED IS TO INCLUDE 6" I19.0C AND 3" S9.5C OR AS OTHERWISE DIRECTED BY THE ENGINEER OR NCDOT. ASPHALT PATCHING REQUIRED WILL BE AT NO ADDITIONAL EXPENSE TO THE OWNER.
 5. PROVIDE CONCRETE FLUME WITH 2' RADII RETURNS AND 3' OPENING TO DRAIN GUTTER LINE TO EXISTING DRAINAGE DITCH AND DRIVEWAY PIPE.
 6. INSTALL SIGN POST MOUNTED LIGHTING SYSTEM ON RELOCATED BUS STOP SIGN POST ACCORDING TO DETAIL ON SHEET 2.7.



PROPOSED PLAN



	PROPOSED 6" CONC. SIDEWALK
	PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC
	PROPOSED CONC. CURB
	PROPOSED ASPHALT PAVEMENT



SITE NO.

114

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

CITY OF CONCORD

RIDER TRANSIT BUS STOPS

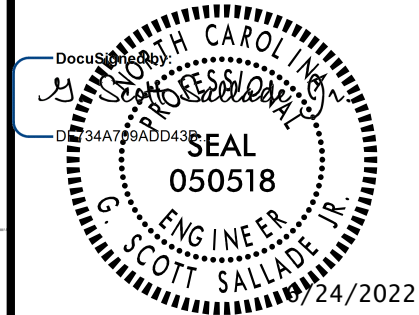
CONCORD LAKE ROAD (SB)
AT BISHOP LANE

REVISIONS

DATE: 06/24/2022

DESIGNED BY: A.

CHECKED BY: GS

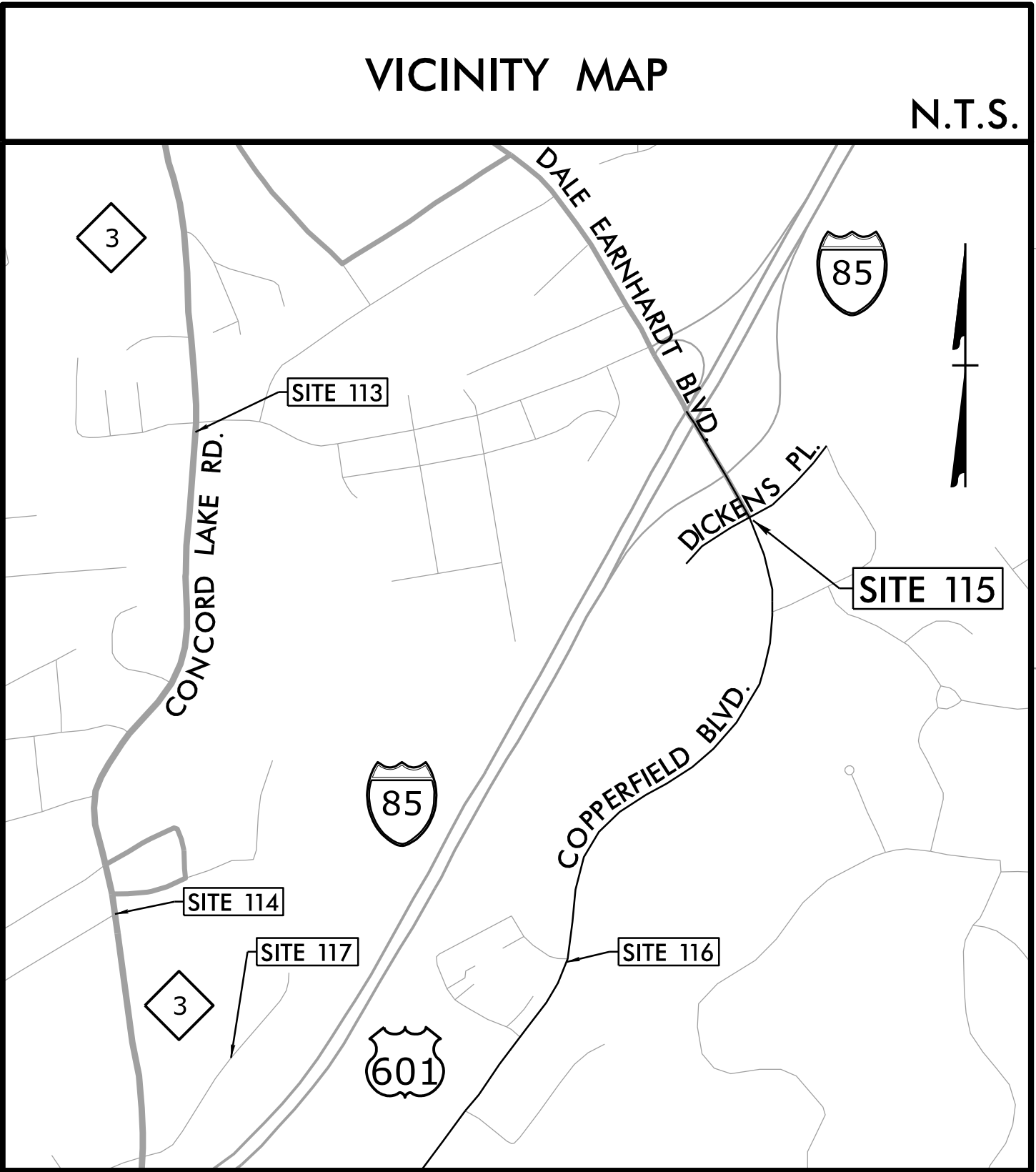


RKA
RAMEY KEMP ASSOCIATES

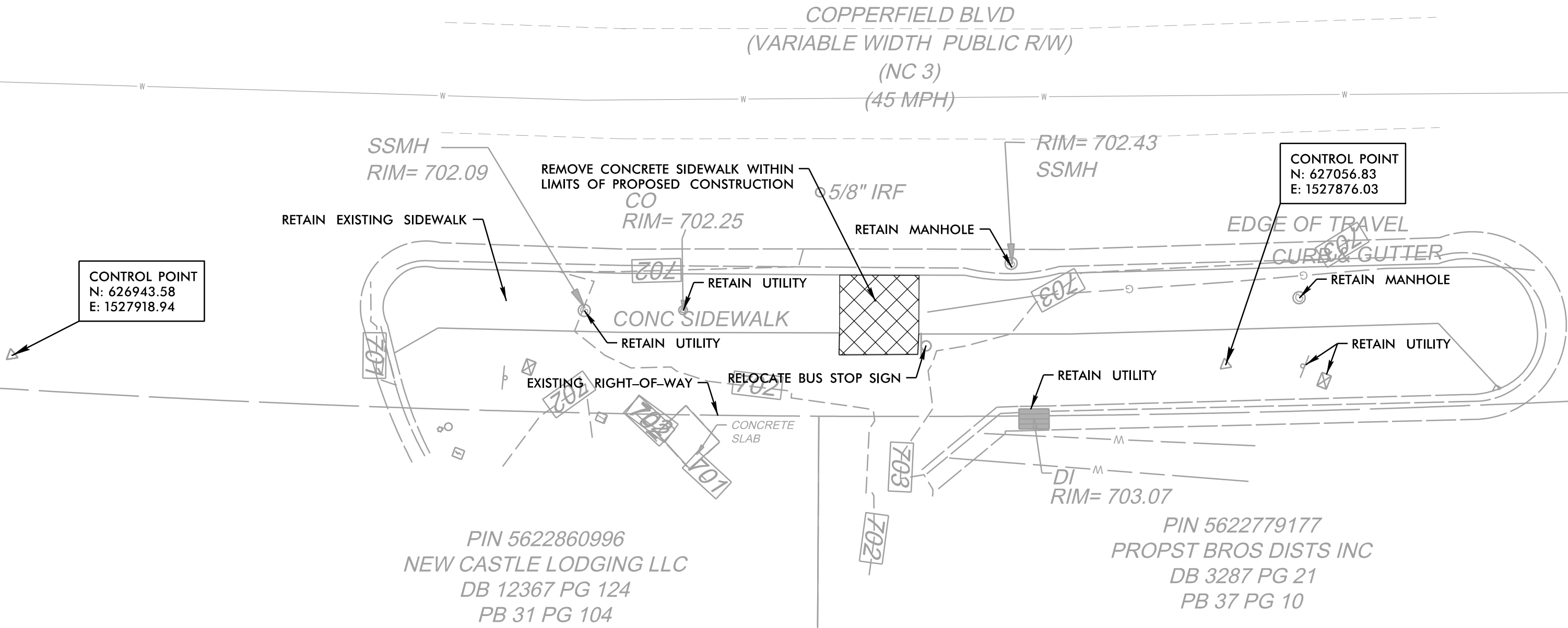
5808 Faringdon Place
Raleigh, North Carolina 276
Phone: 919-872-5115

NC License No. C-0910
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN



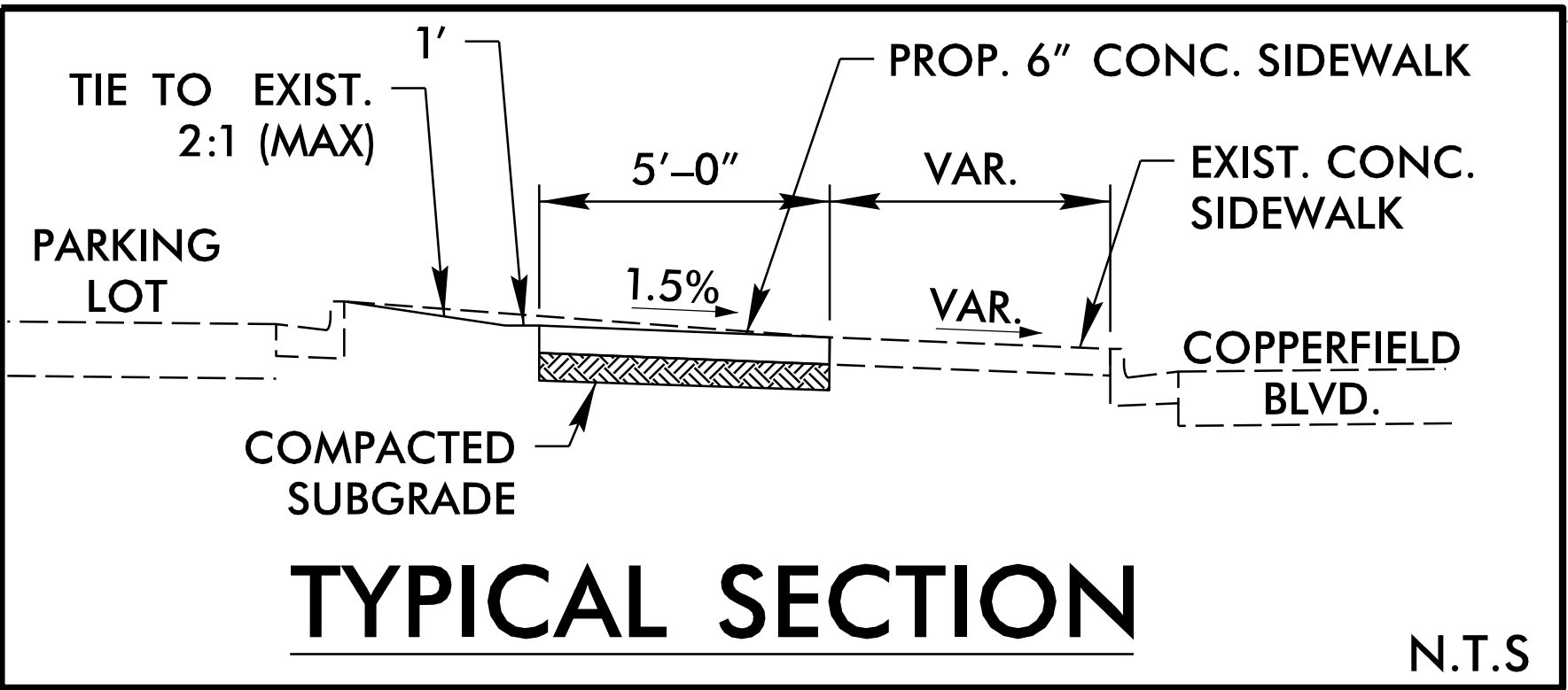
PROPOSED SIDEWALK REMOVAL



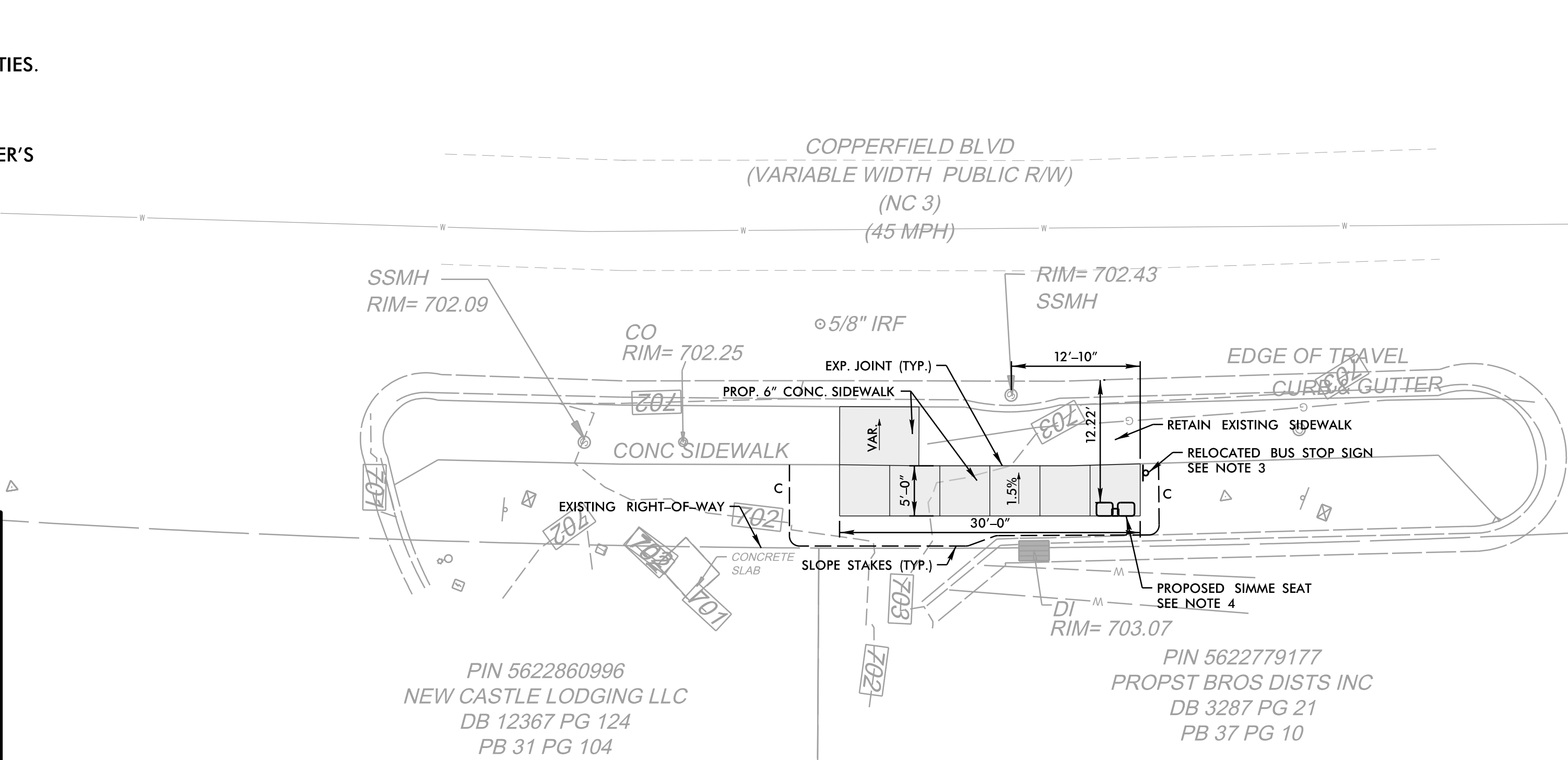
BUS STOP ID: GREEN 11

PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 4. CONTRACTOR TO INSTALL SIMME-SEAT ON EDGE OF CONCRETE PER MANUFACTURER'S INSTRUCTIONS. SEE DETAIL ON SERIES 2 SHEETS.



PROPOSED 6" CONC. SIDEWALK



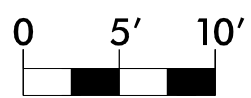
SITE NO.
115



CITY OF CONCORD
RIDER TRANSIT BUS STOPS
COPPERFIELD BOULEVARD (NB)
AT DICKENS PLACE NE

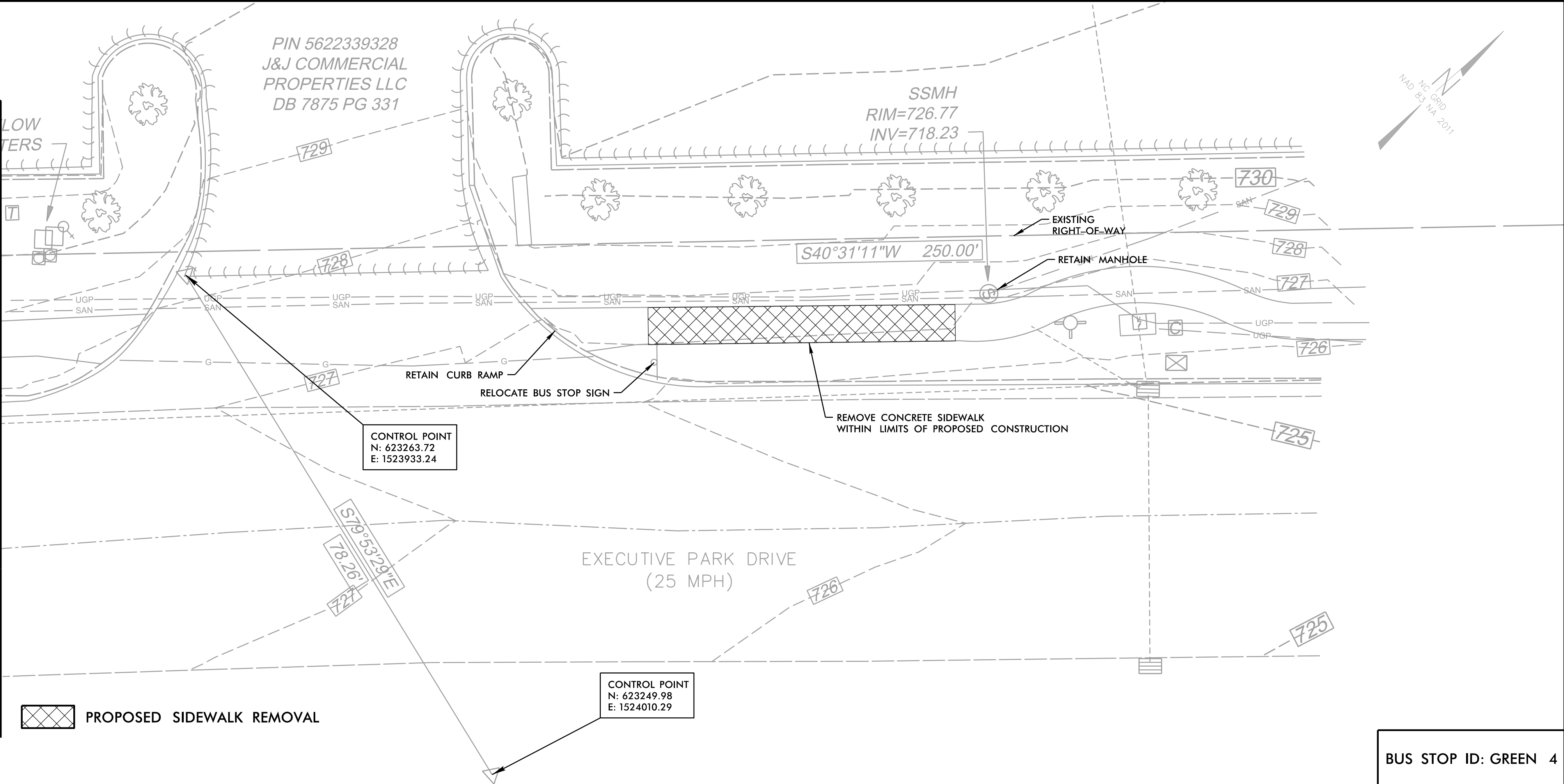
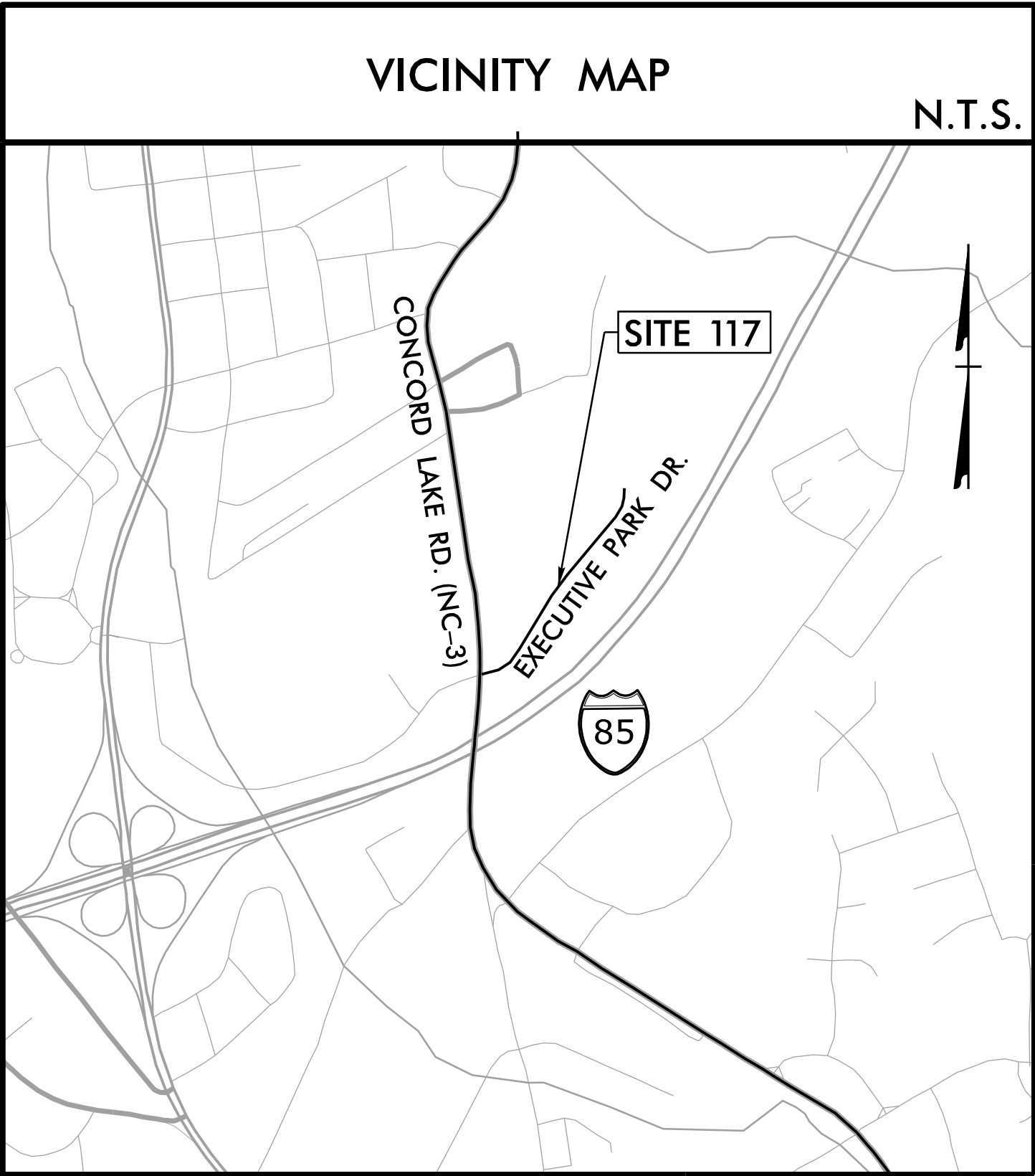
REVISIONS

DATE: 07/11/2022
DESIGNED BY: AJA
CHECKED BY: GSS



RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. C-0810
www.rameykemp.com

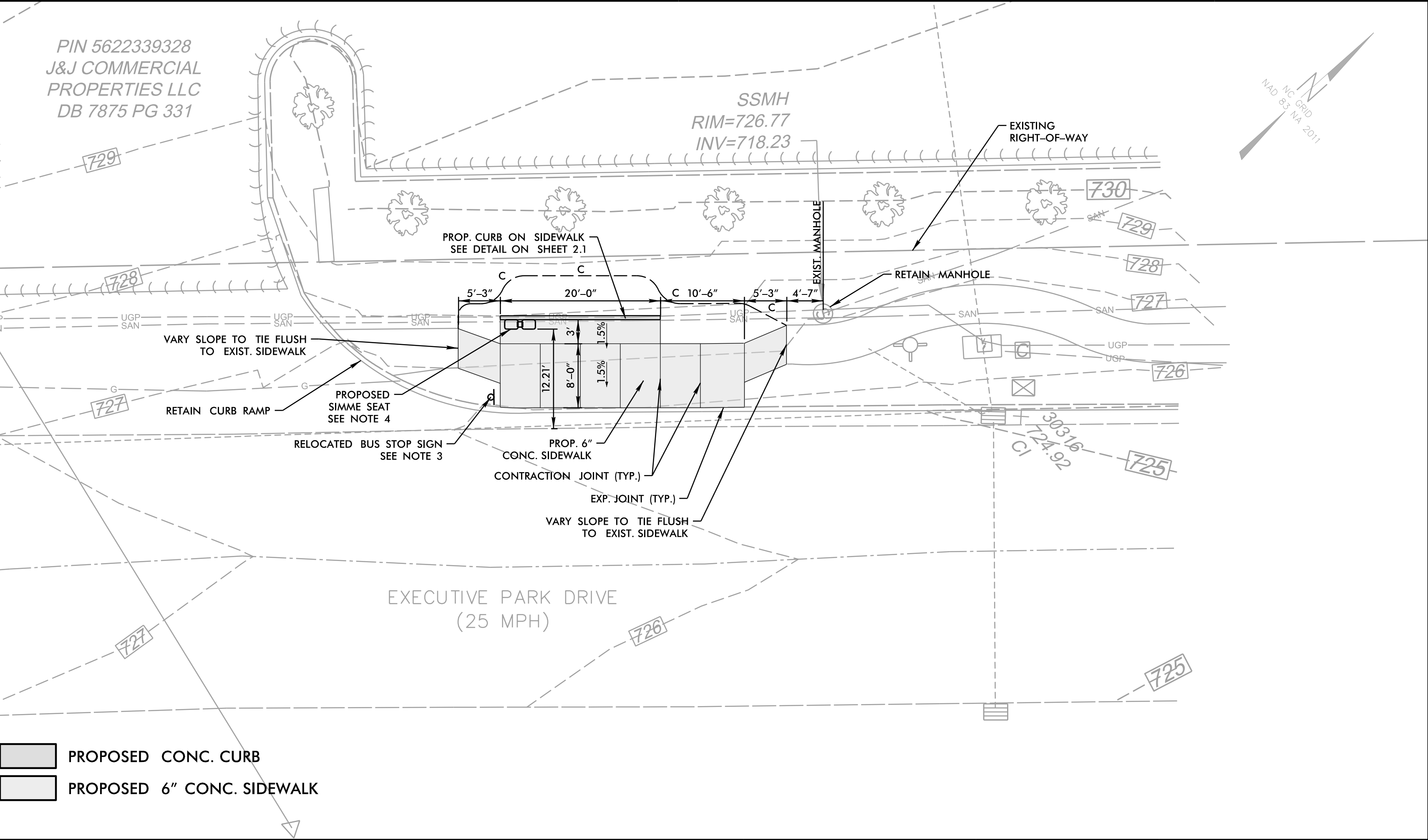
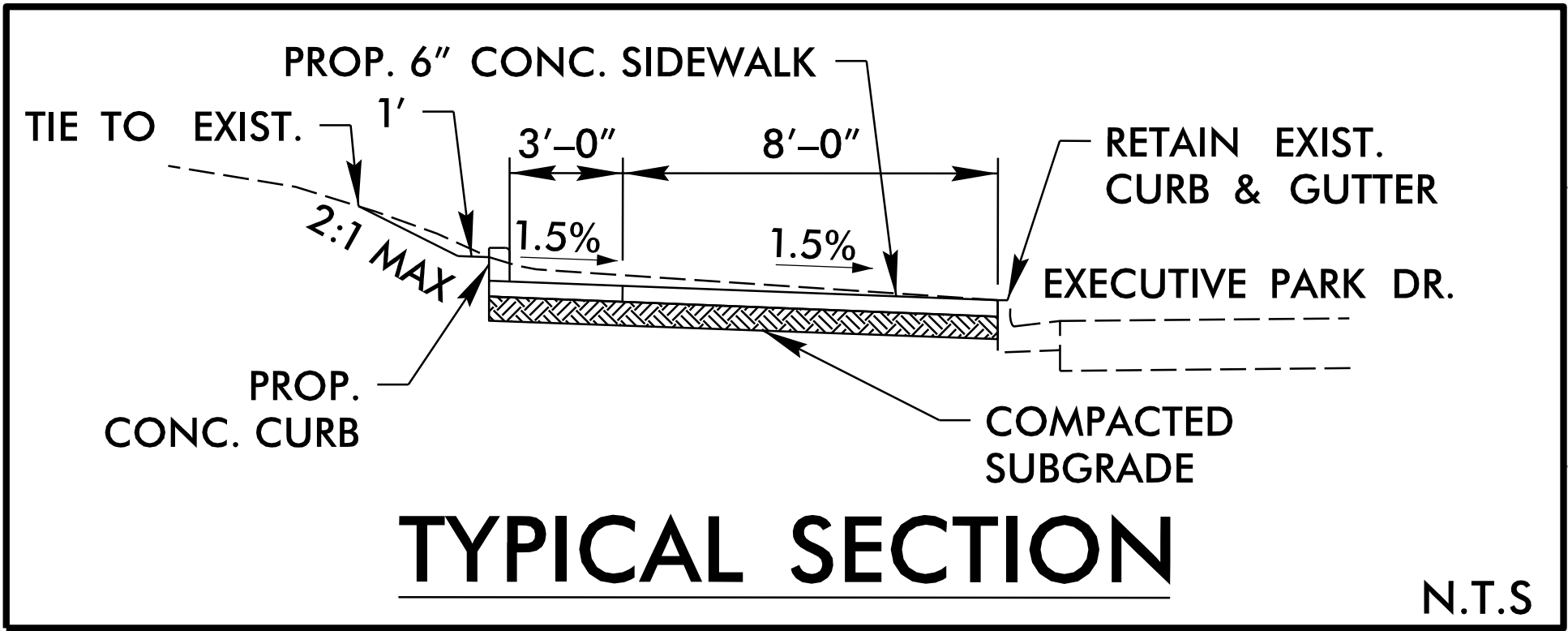
EXISTING SURVEY/DEMOLITION PLAN



PROPOSED PLAN

NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
4. CONTRACTOR TO INSTALL SIMME-SEAT ON EDGE OF CONCRETE PER MANUFACTURERS INSTRUCTIONS. SEE DETAIL ON SHEET 2.2.



SITE NO.
117

CONNECTING COMMUNITY
Rider
Concord Kannapolis Area Transit

CITY OF CONCORD

RIDER TRANSIT BUS STOPS

EXECUTIVE PARK DRIVE
AT DAYMARK

REVISIONS

NO.	DESCRIPTION	DATE

DATE: 01/12/2022

DESIGNED BY: AJA

CHECKED BY: GSS

0 5' 10'

NORTH CAROLINA

PROFESSIONAL SEAL

050518

ENGINEER

G. COTT SALLADY, P.E.

3/21/2022

RKA

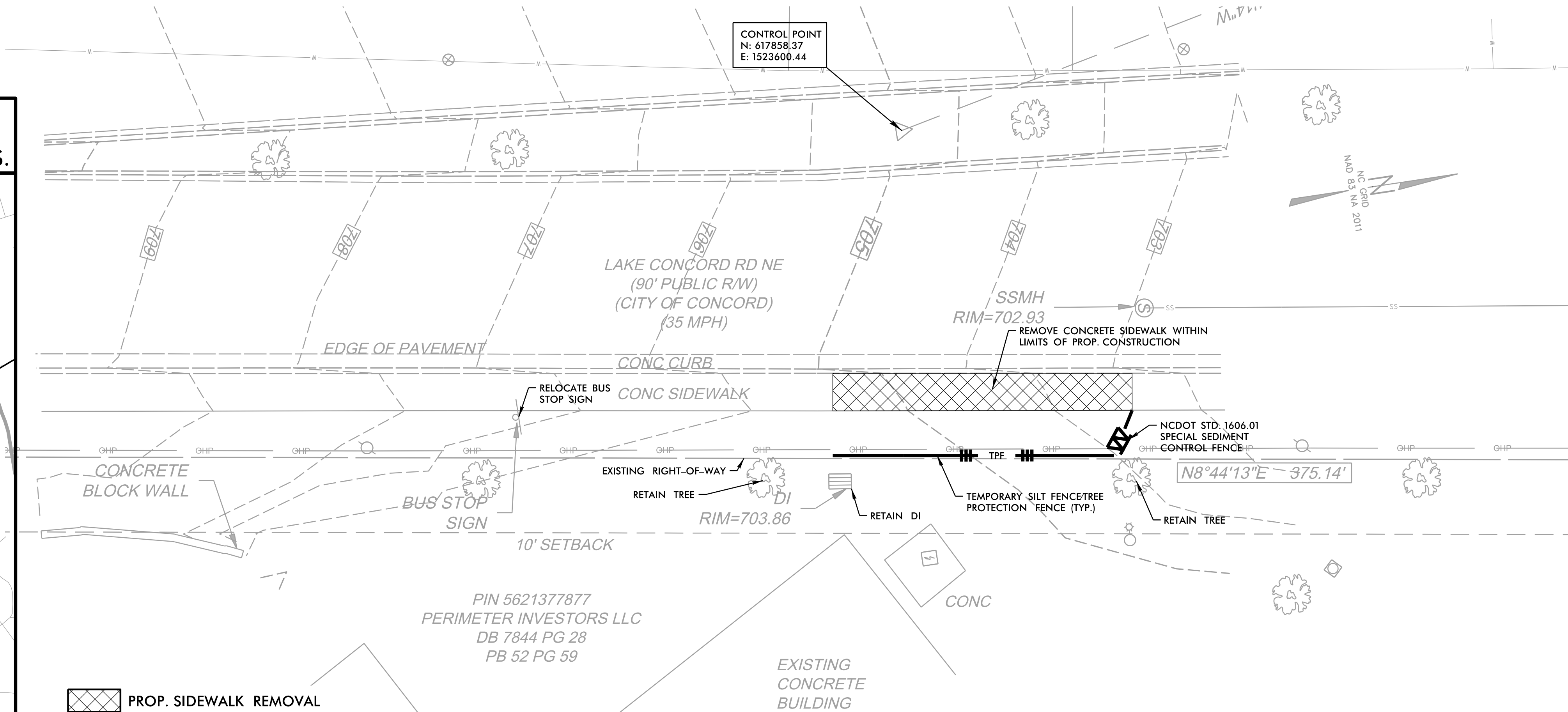
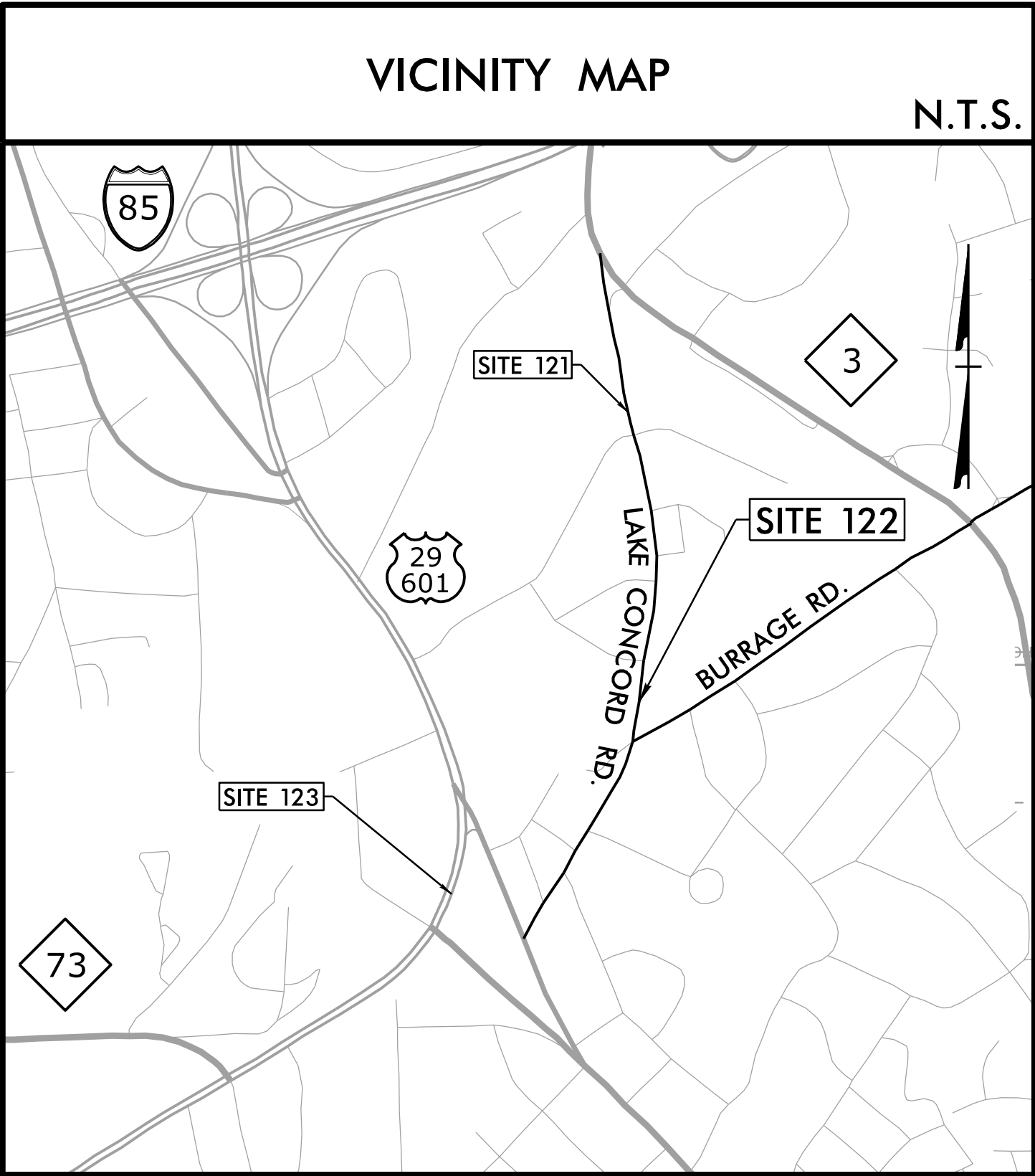
RAMEY KEMP ASSOCIATES

5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. C-08910
www.rameykemp.com

3/21/2022
User: m.j.mindsey
Concord_Transit_Site_117_PSH.dgn

Page 23 of 317

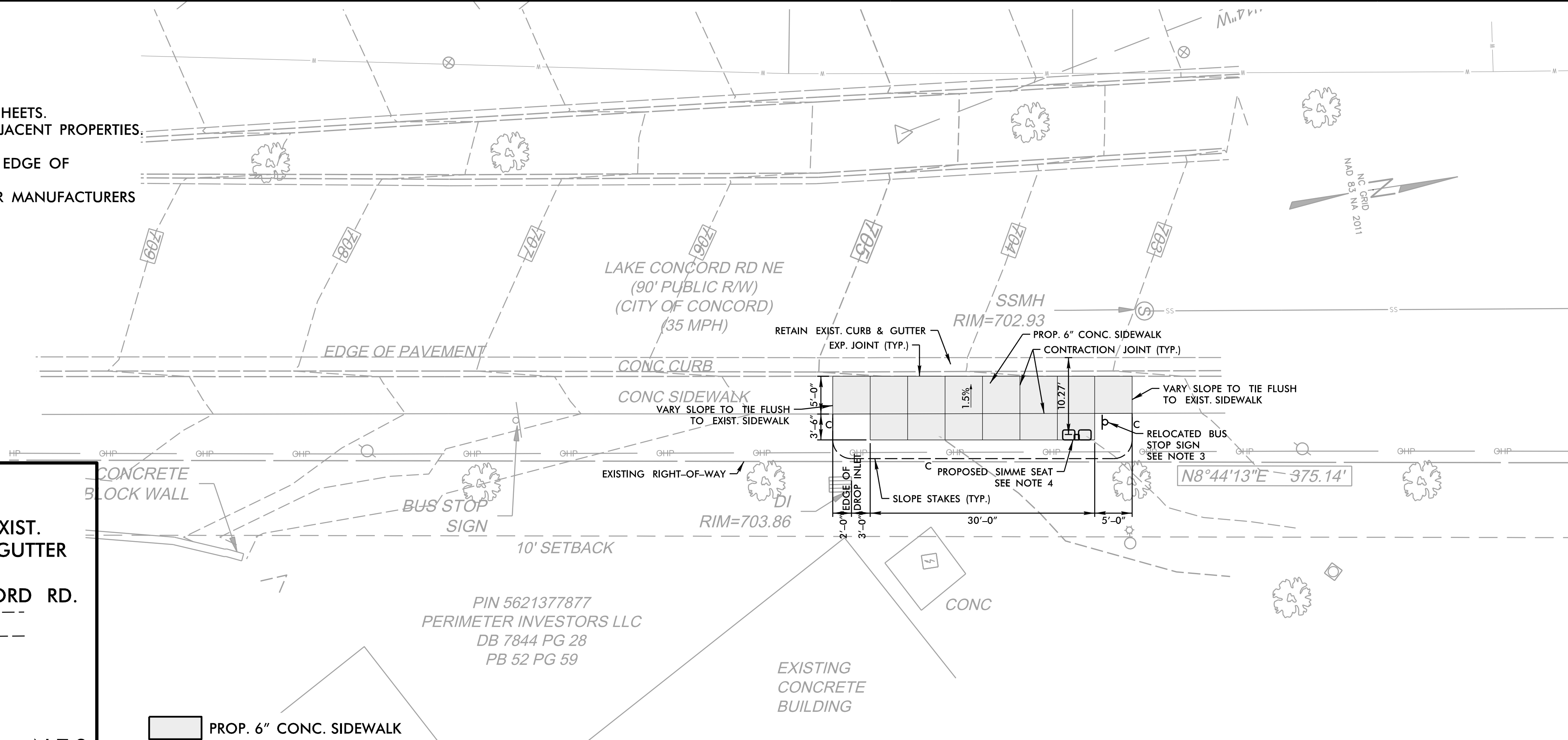
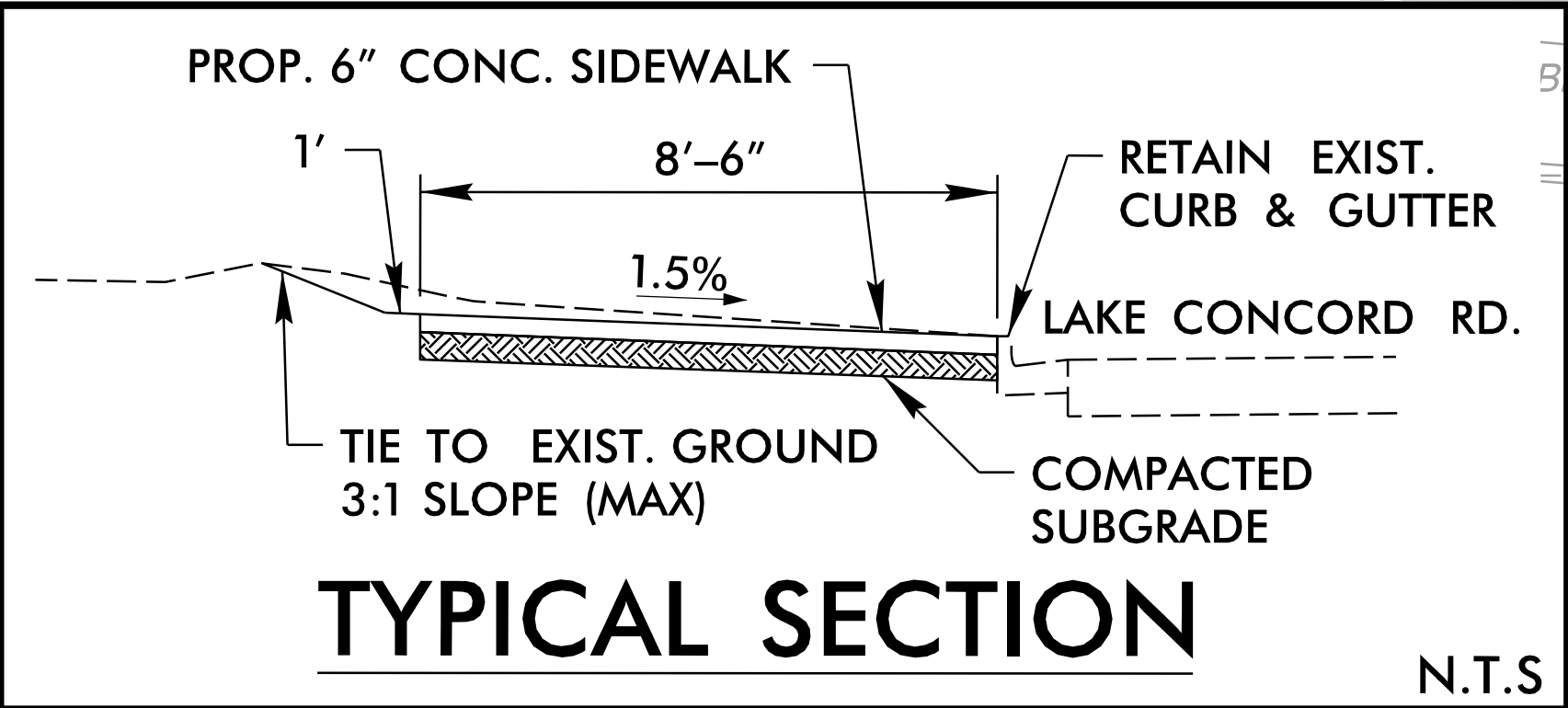
EXISTING SURVEY/DEMOLITION PLAN



BUS STOP ID: ORANGE 45

PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 4. CONTRACTOR TO INSTALL SIMME-SEAT ON EDGE OF CONCRETE PER MANUFACTURERS INSTRUCTIONS. SEE DETAIL ON SERIES 2 SHEETS.



PROP. 6" CONC. SIDEWALK

SITE NO.
122



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

LAKE CONCORD ROAD (NB)
AT NORTHEAST MEDICAL CENTER

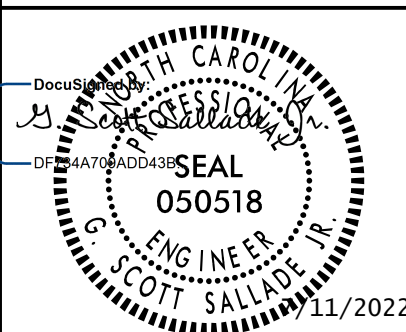
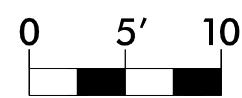
REVISIONS	DATE	DESCRIPTION	BY	CHKD

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DATE: 07/11/2022

DESIGNED BY: AJA

CHECKED BY: GSS



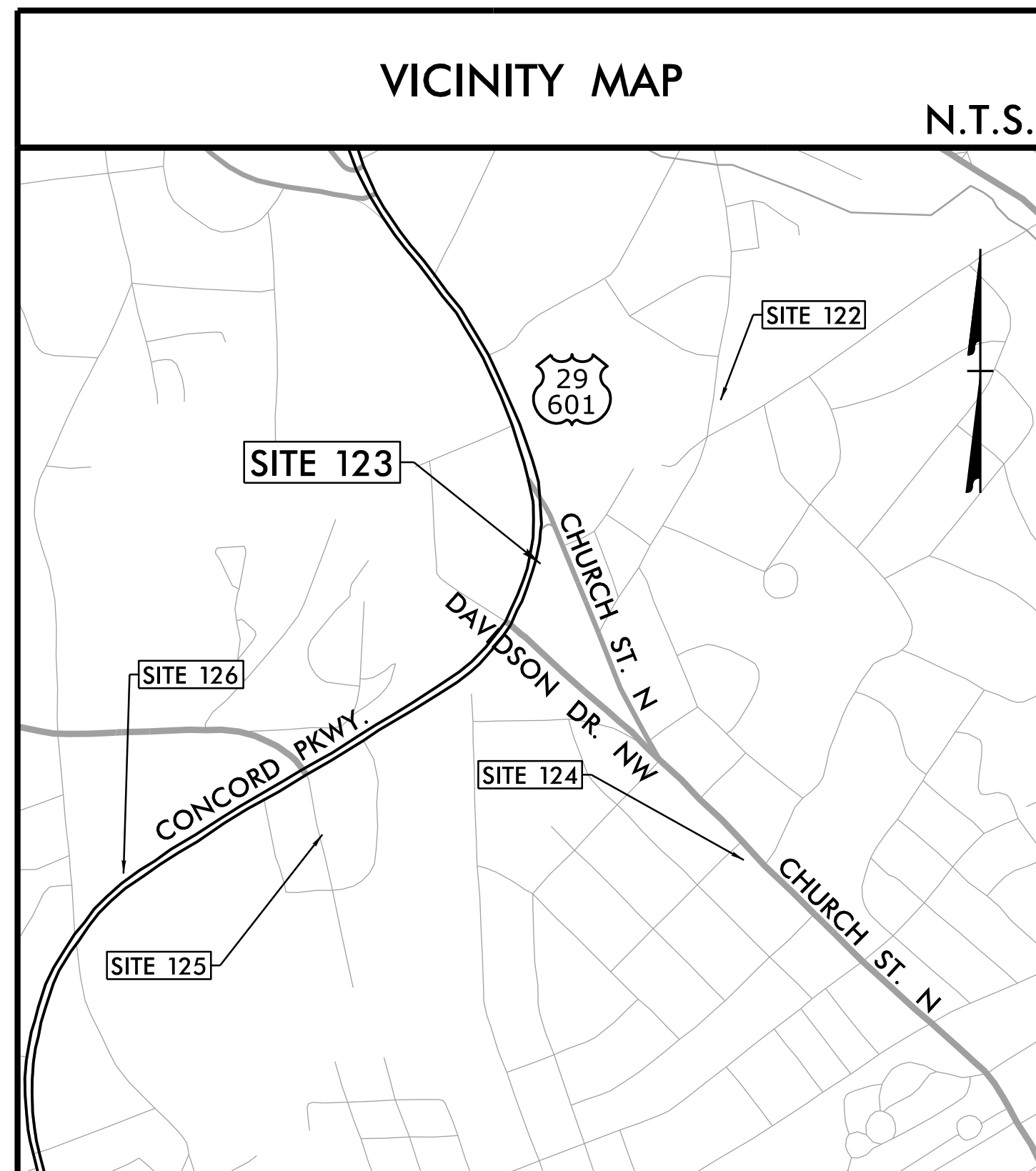
RKA

RAMEY KEMP ASSOCIATES

5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115

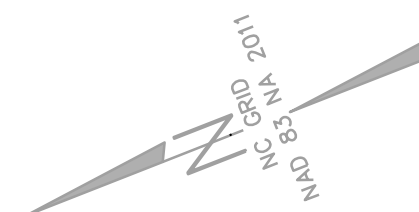
NC License No. C-0810
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN



PIN 5621264560
PROPST & DAWSON II LLC
DB 5495 PG 60

PIN 5621263217
GEORGE J COUCHELL
DB 418 PG 732



SITE NO.
123

CONNECTING COMMUNITY



Concord Kannapolis Area Trans

CITY OF CONCORD

RIDER TRANSIT BUS STOPS

CONCORD PARKWAY (NB)

AT MR. C'S

BUS TOP ID: YELLOW 23

PROPOSED PLAN

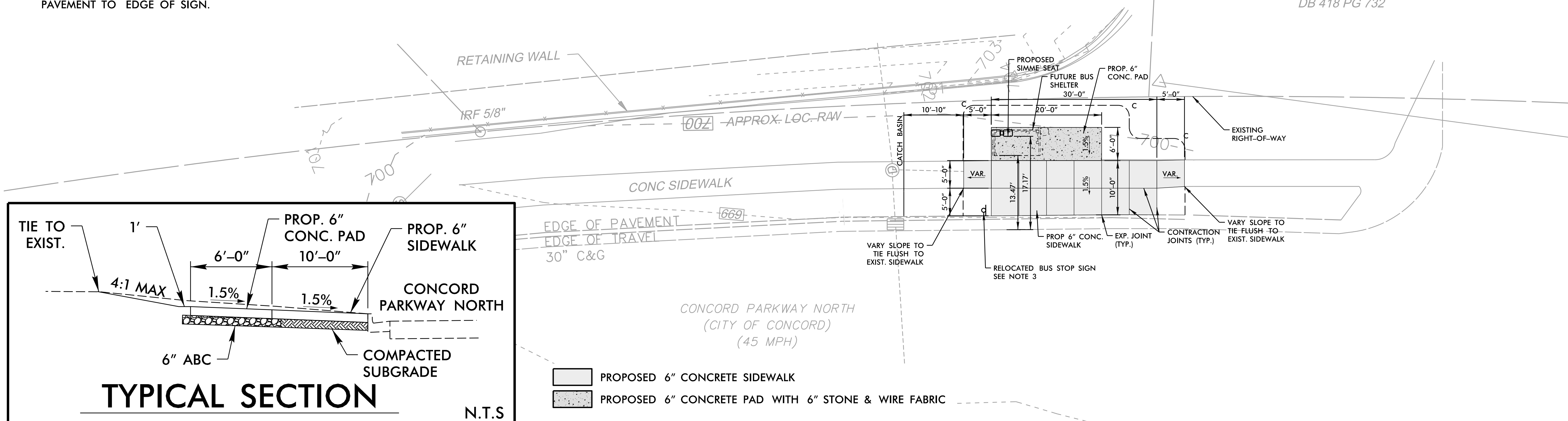
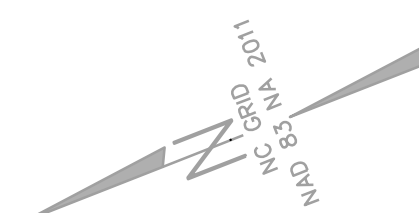
TO BE APPROVED BY NCDOT

NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

AN
HN 502 26450
PROBST & DAWSON II LLC
DB 5495 PG 60

PIN 5621263217
GEORGE J COUCHELL
DB 418 PG 732

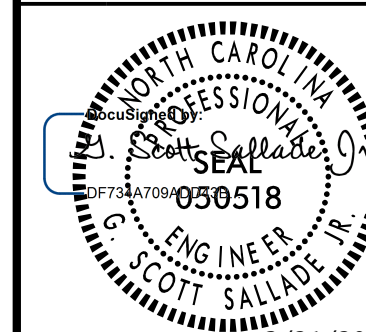
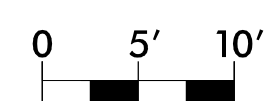


REVISIONS

DATE: 01/12/2022

DESIGNED BY: AJA

CHECKED BY: GSS



3/21/20

RKA
RAMEY KEMP ASSOCIATES

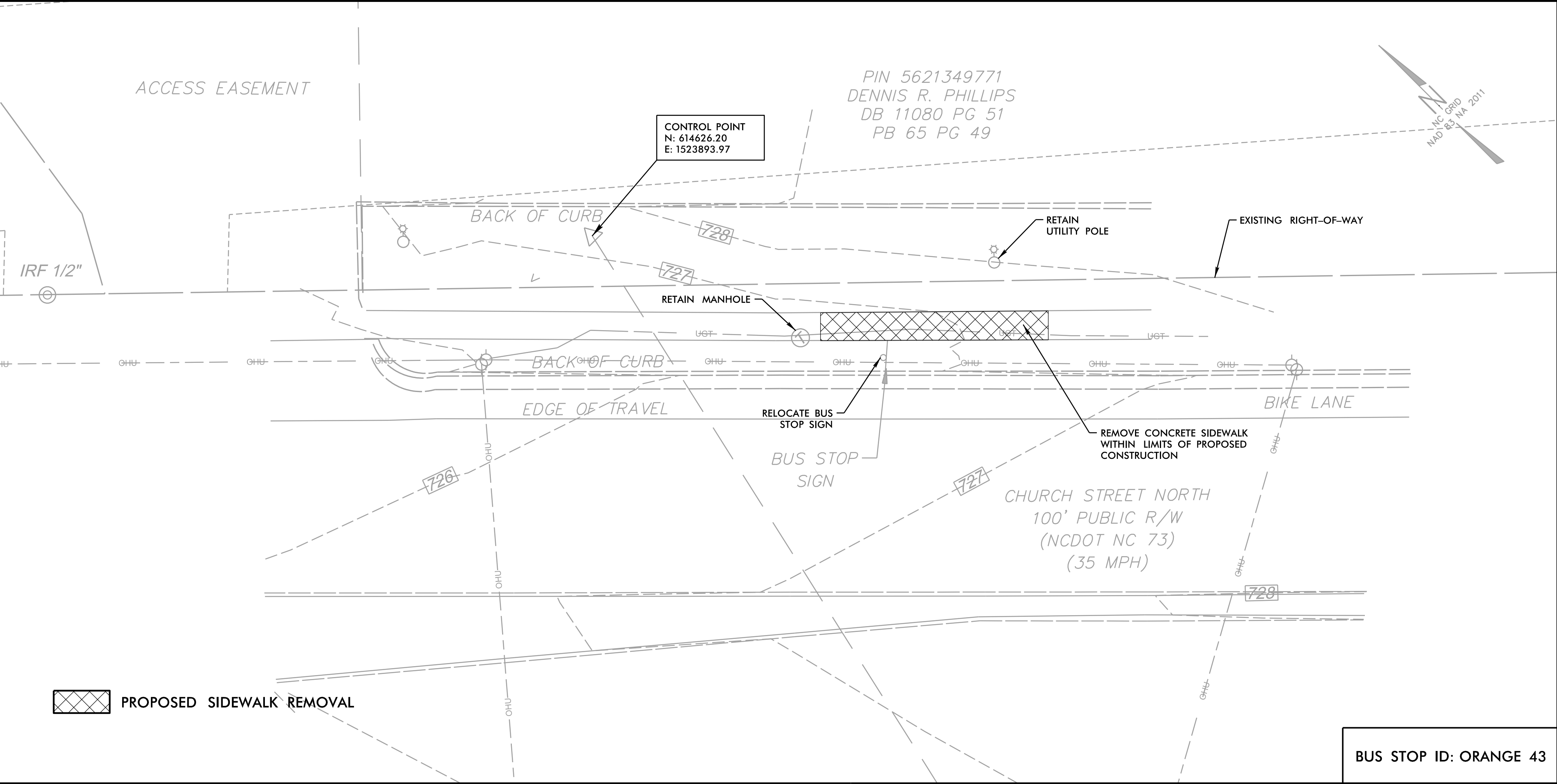
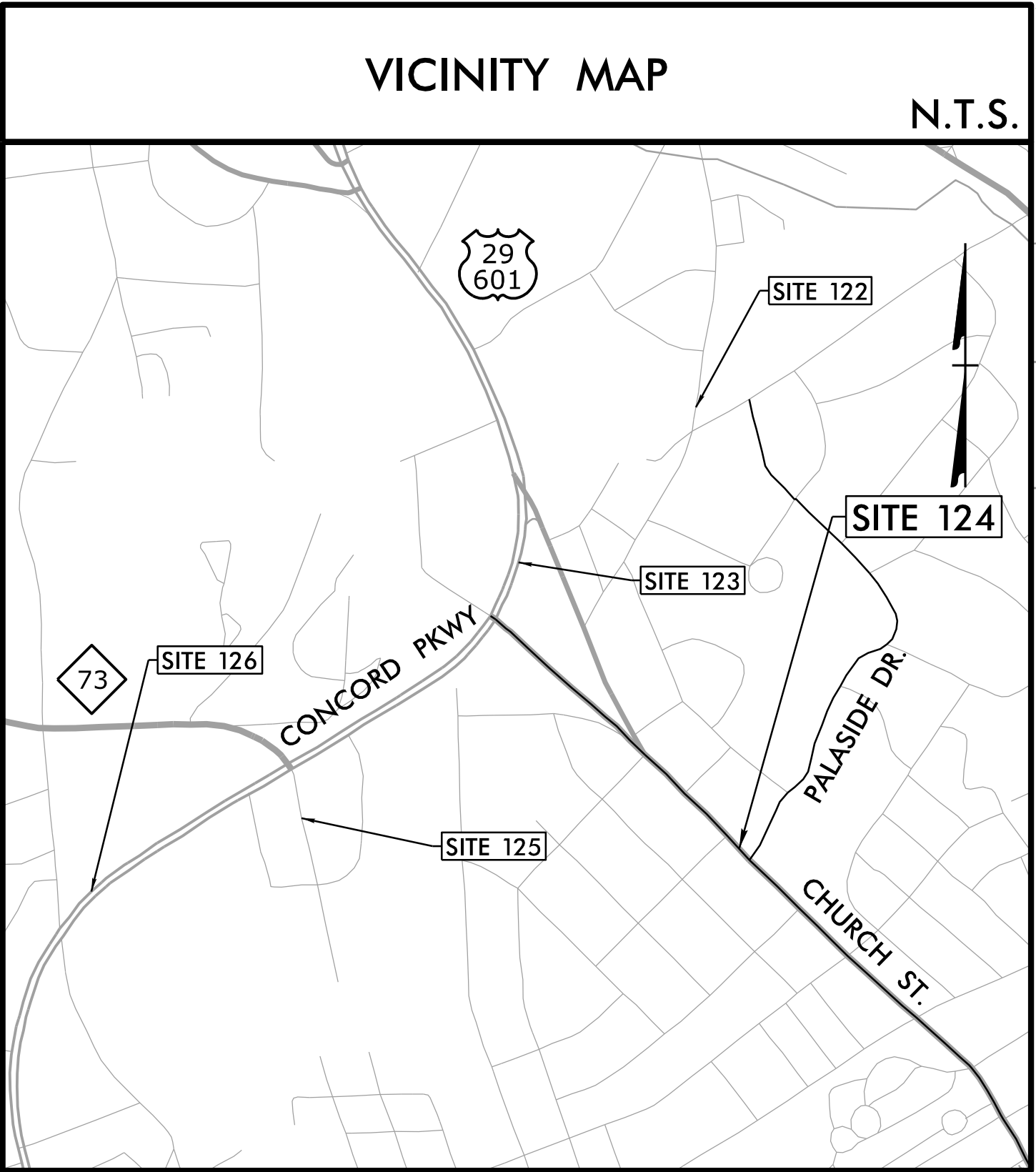
5808 Faringdon Place

Raleigh, North Carolina 27609
Phone: 919-872-5115

NC License No. C-0910

www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN



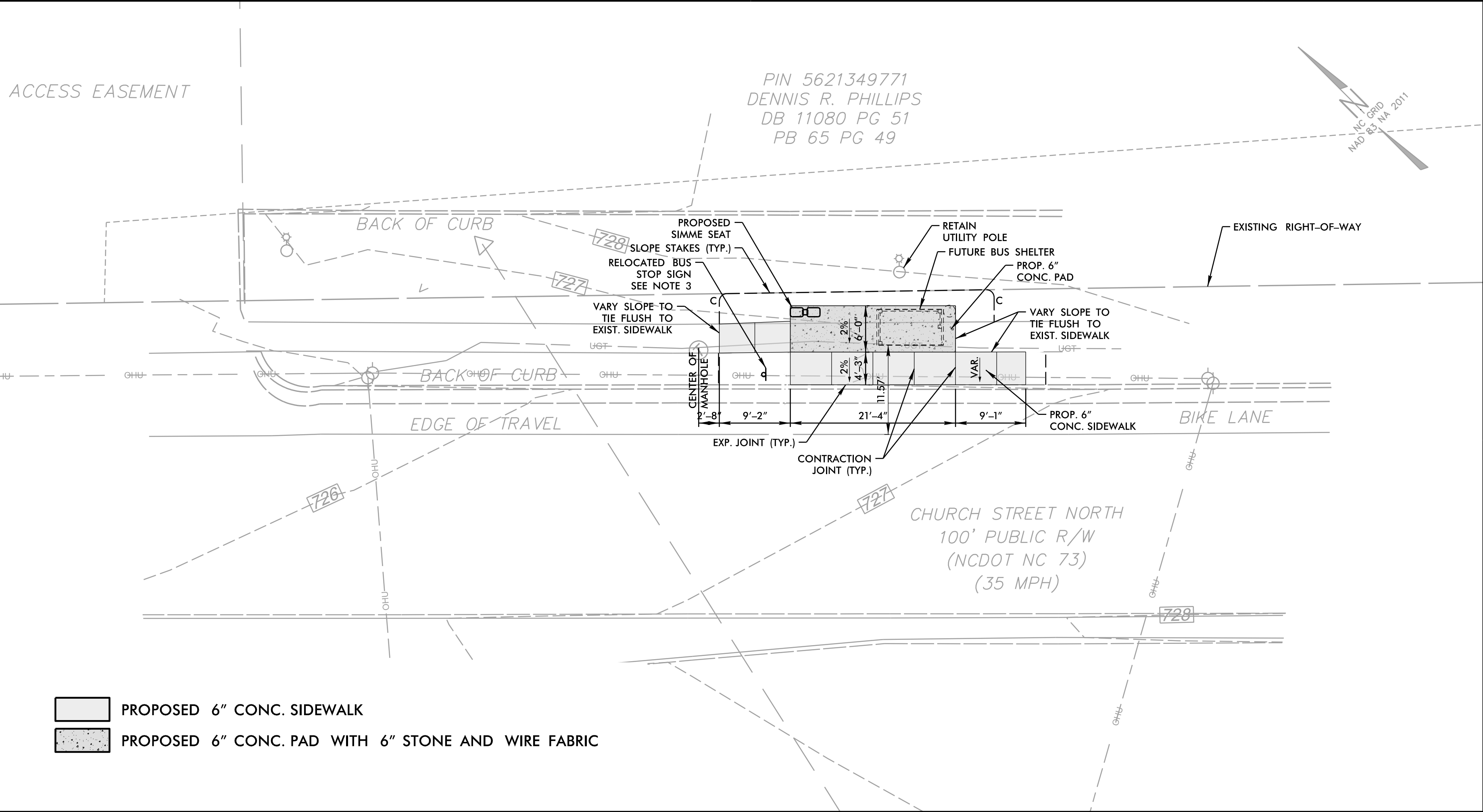
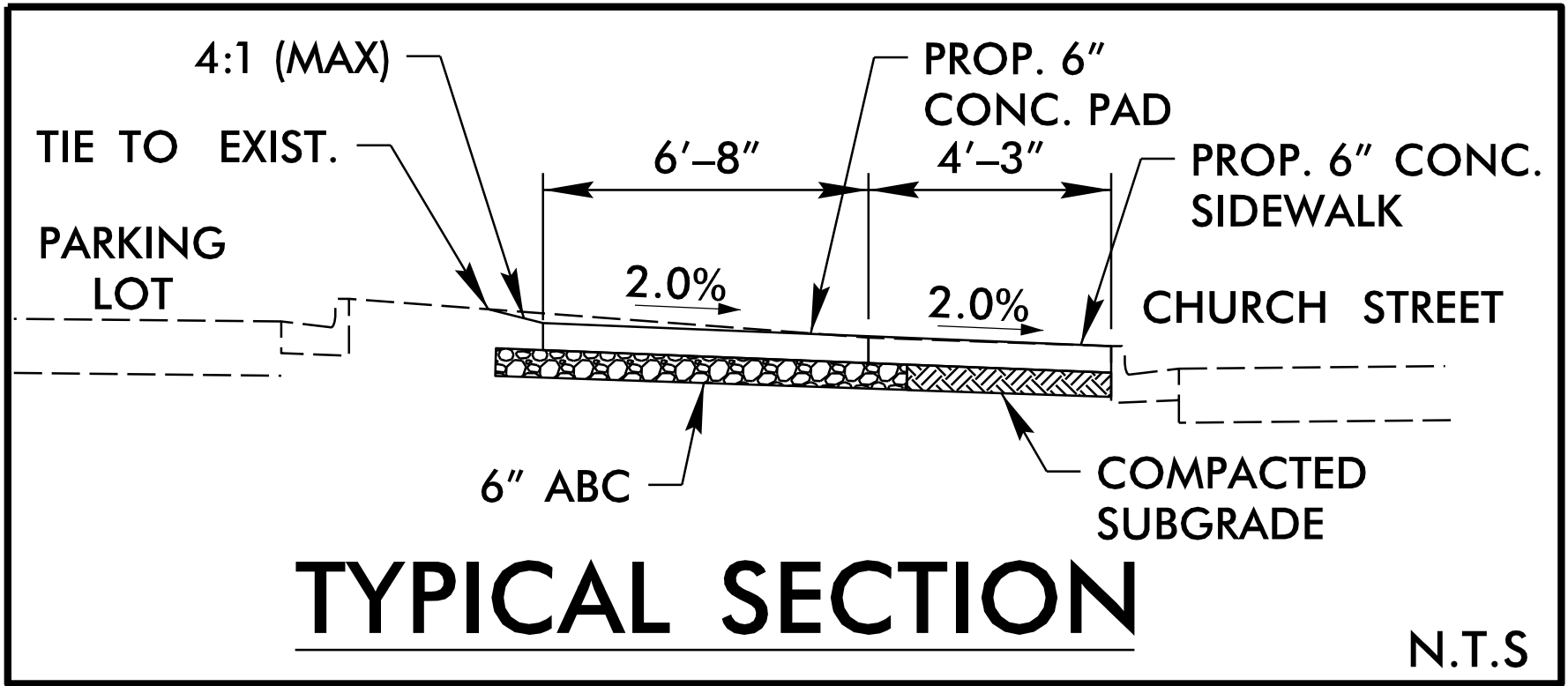
PROPOSED SIDEWALK REMOVAL

BUS STOP ID: ORANGE 43

PROPOSED PLAN

NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



PROPOSED 6" CONC. SIDEWALK

PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

SITE NO.
124



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

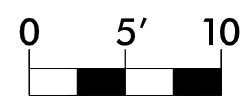
CHURCH STREET (NB)
AT PALASIDE DRIVE

REVISIONS

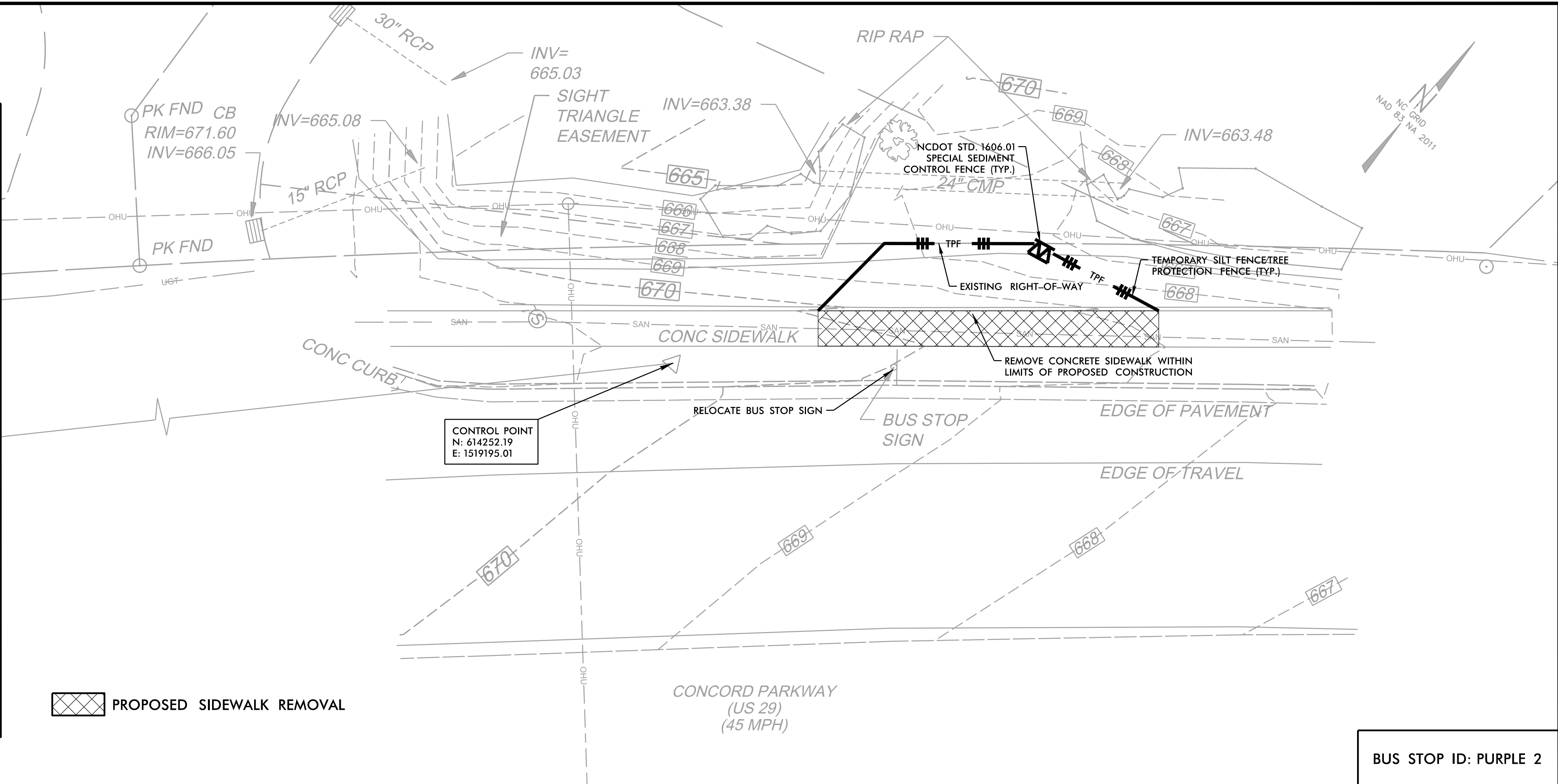
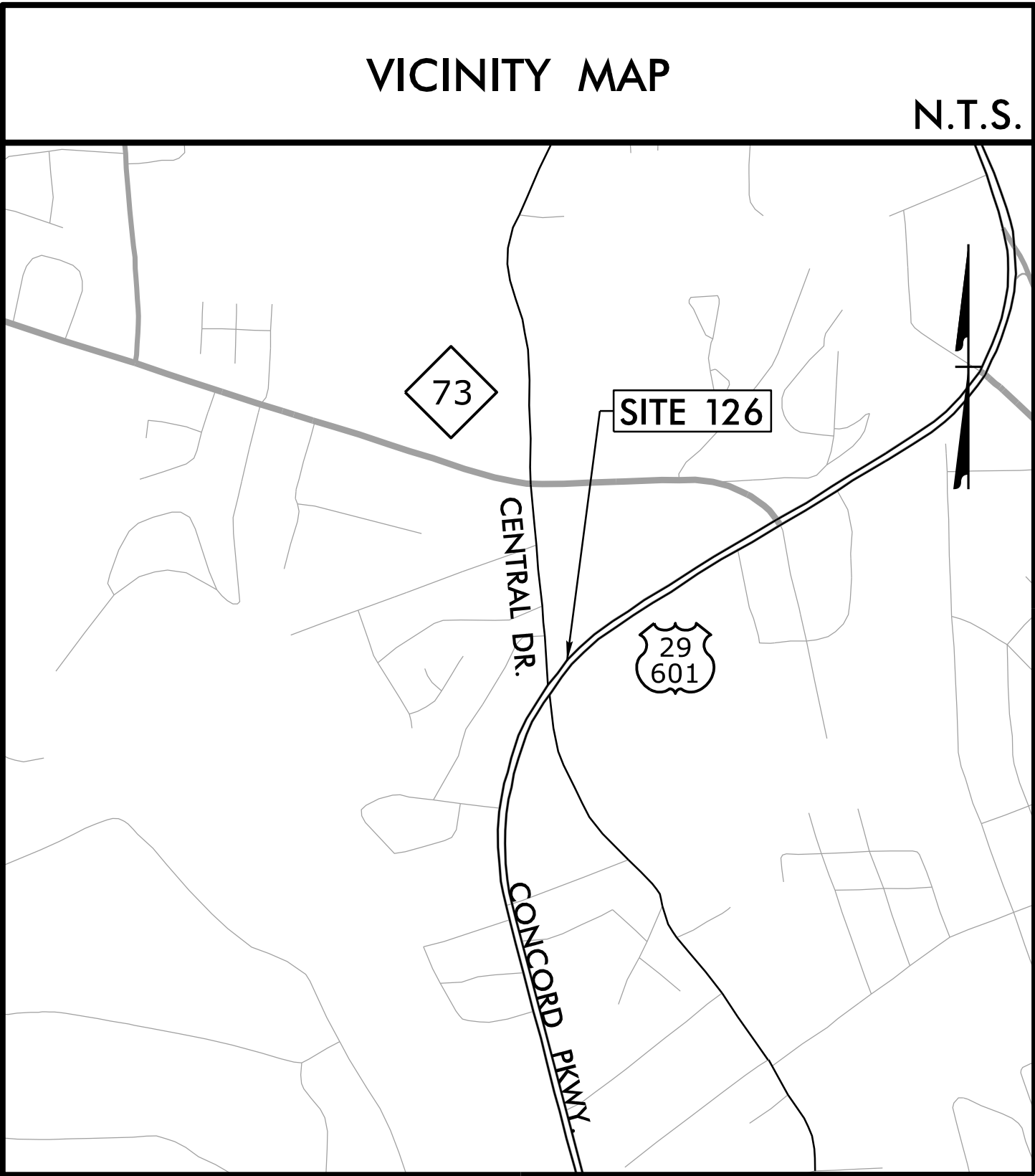
DATE: 01/12/2022

DESIGNED BY: AJA

CHECKED BY: GSS



EXISTING SURVEY/DEMOLITION PLAN

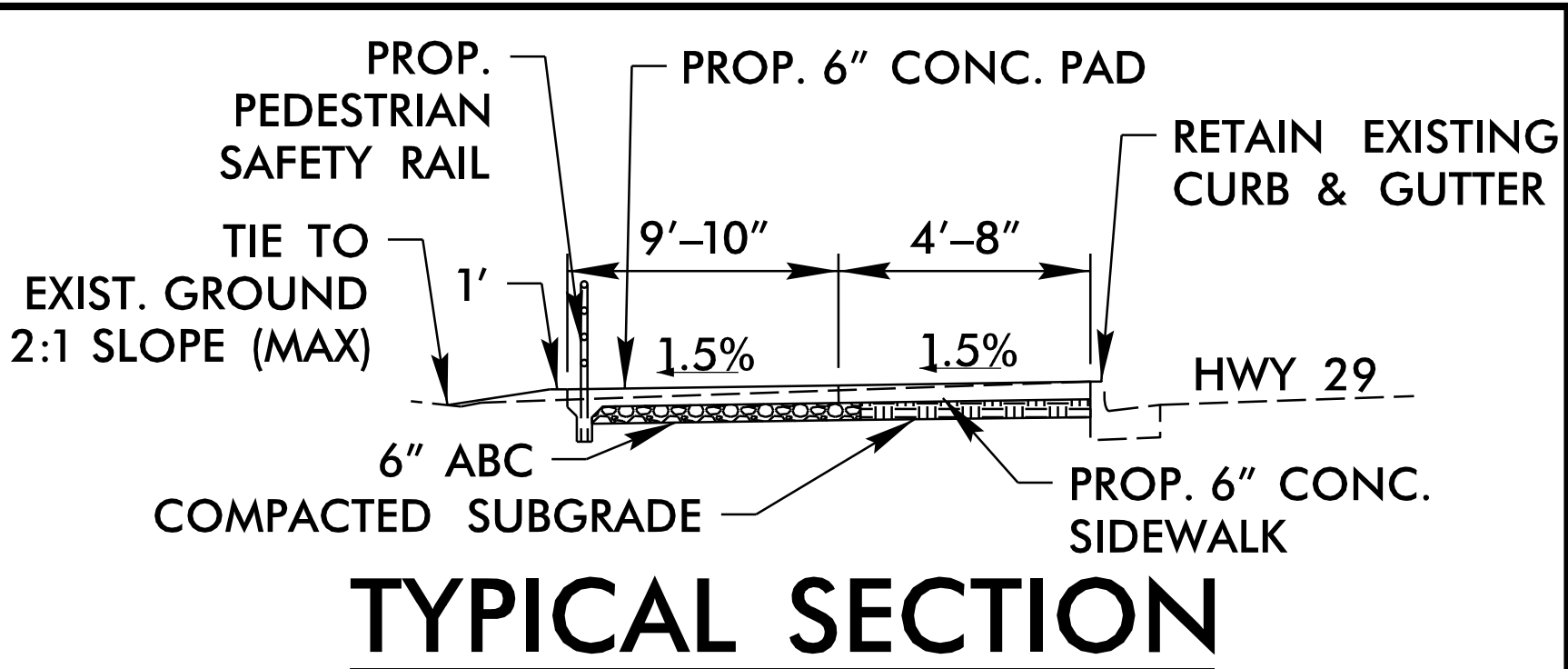
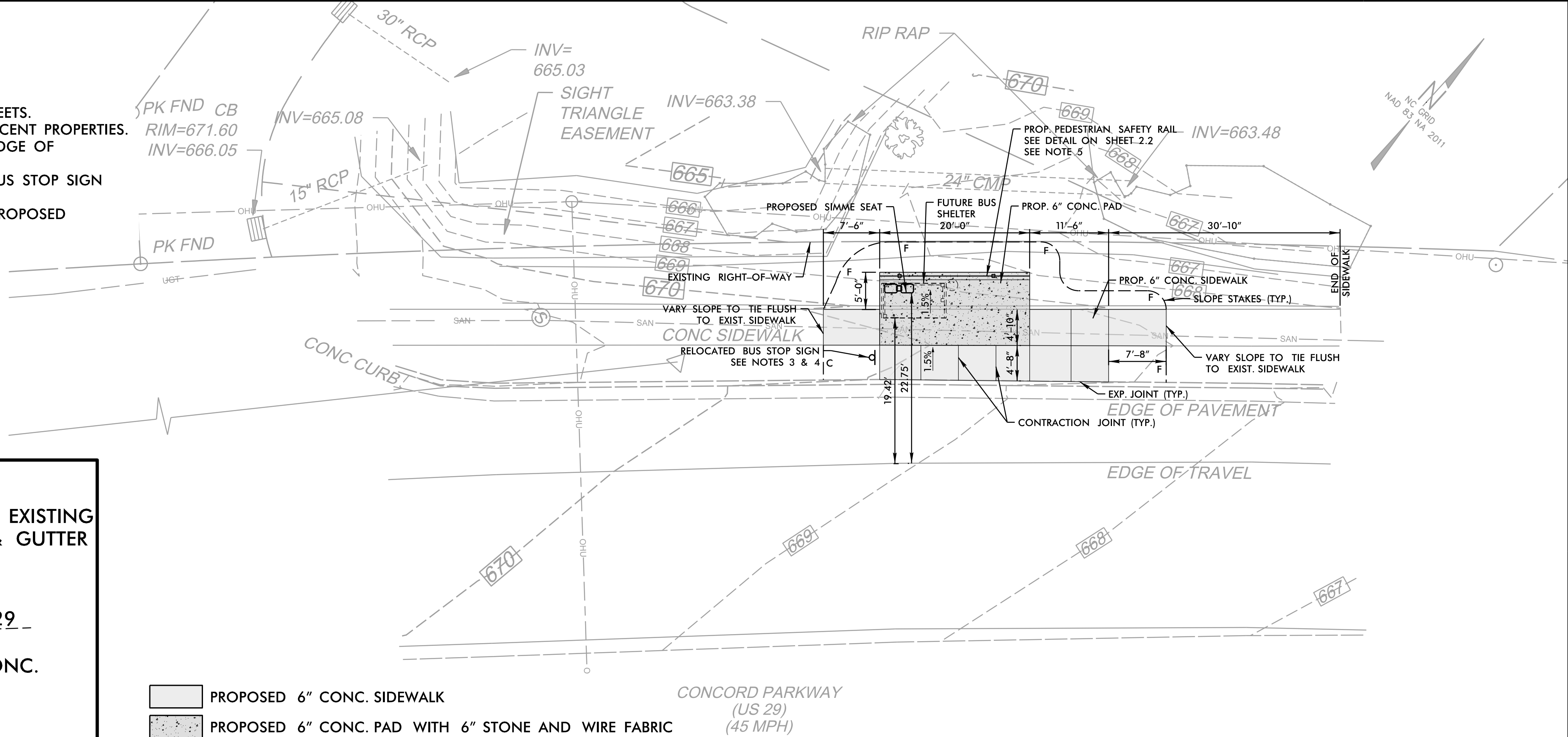


PROPOSED SIDEWALK REMOVAL

BUS STOP ID: PURPLE 2

PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES.
 3. MOUNT SIGN 84" ABOVE SIDEWALK 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 4. INSTALL SIGN POST MOUNTED LIGHTING SYSTEM ON RELOCATED BUS STOP SIGN POST ACCORDING TO DETAIL ON SHEET 2.3.
 5. PEDESTRIAN SAFETY RAIL IS TO BE PLACED 6" FROM THE BACK OF PROPOSED CONCRETE PAD.



PROPOSED 6" CONC. SIDEWALK

PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

SITE NO.
126



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

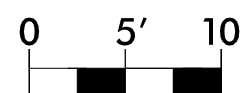
HIGHWAY 29 (SB)
AT CENTRAL DRIVE

REVISIONS

DATE: 01/12/2022

DESIGNED BY: AJA

CHECKED BY: GSS



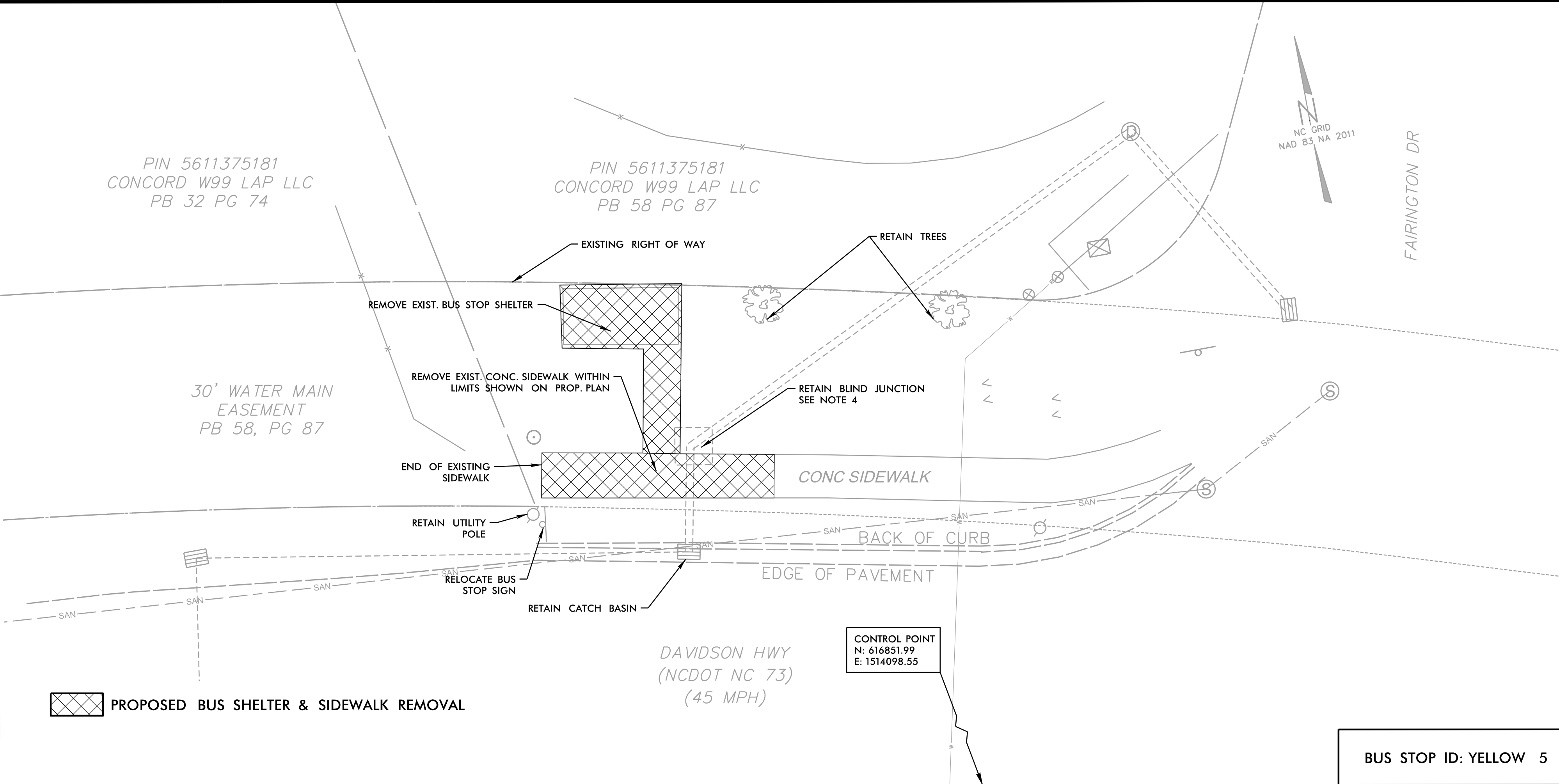
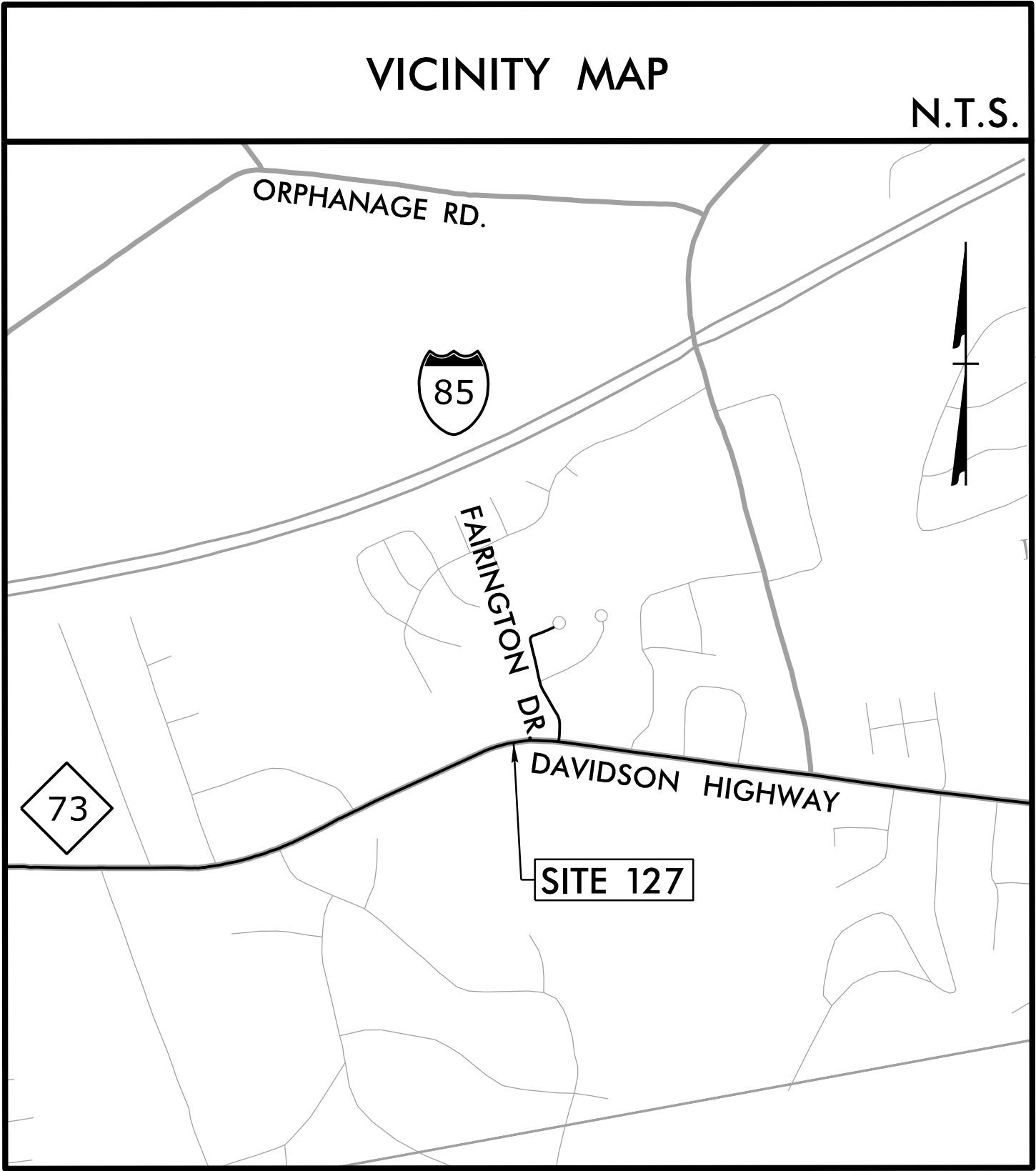
RKA

RAMEY KEMP ASSOCIATES

5808 Farington Place
Raleigh, North Carolina 27609
Phone: 919-872-5115

NC License No. C-0910
www.rameykemp.com

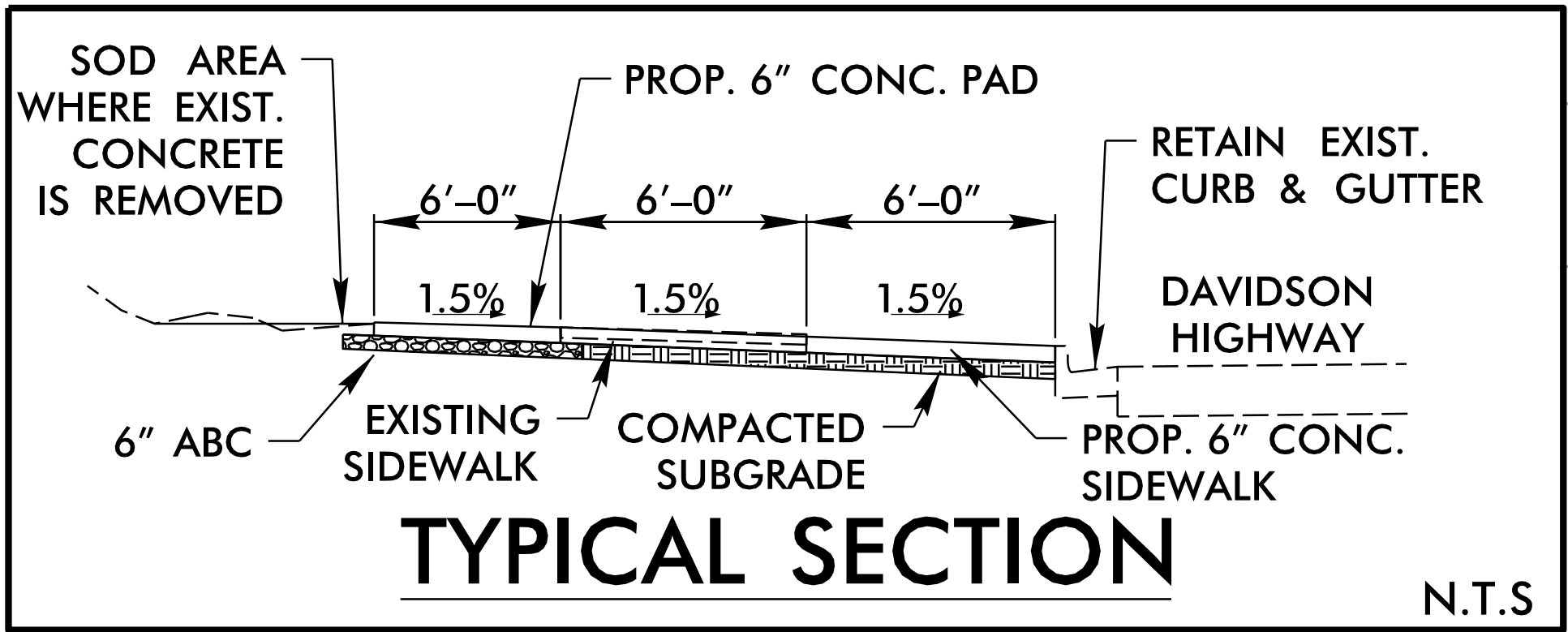
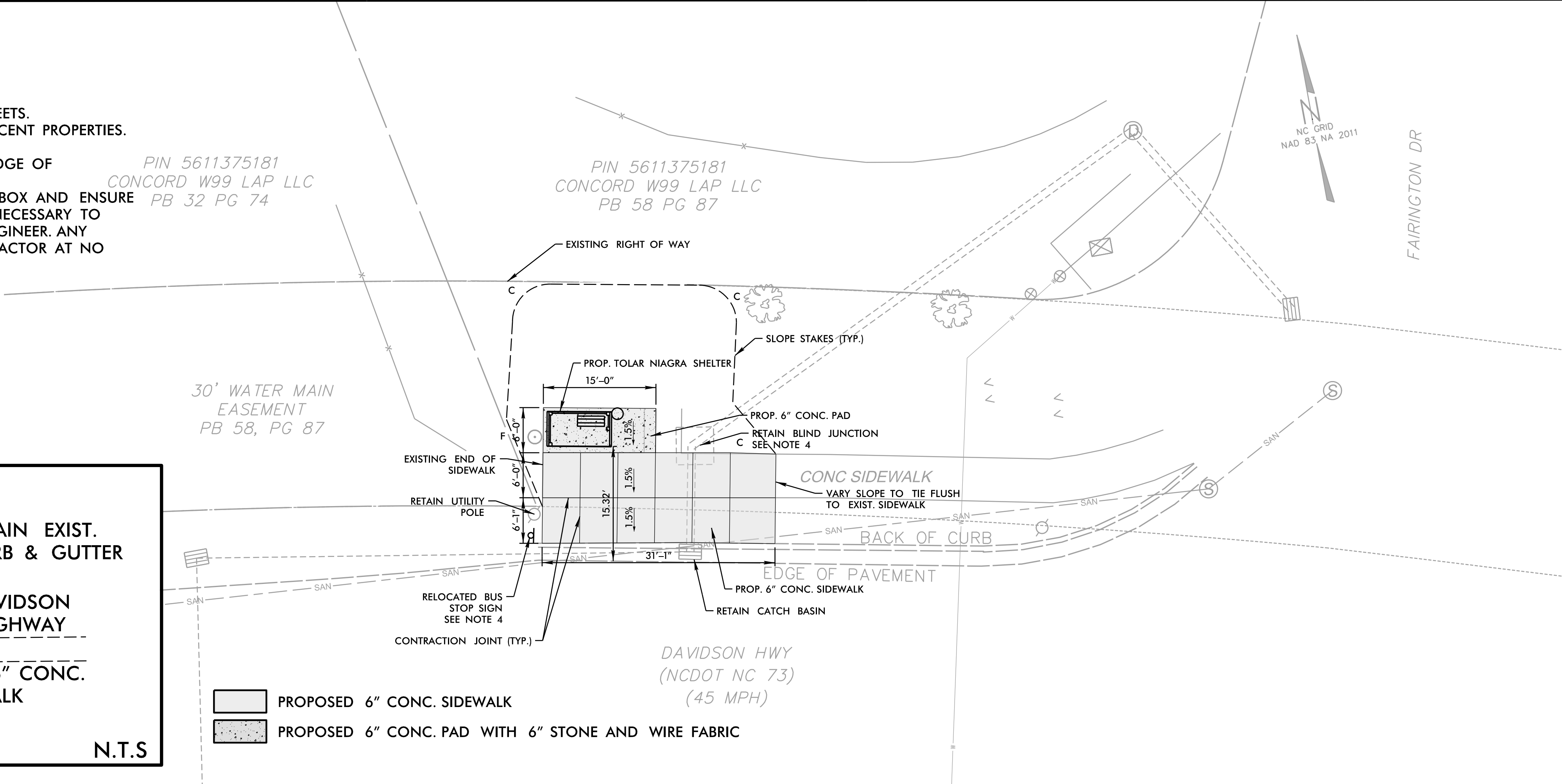
EXISTING SURVEY/DEMOLITION PLAN



PROPOSED PLAN

NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
4. CONTRACTOR TO VERIFY LOCATION OF EXISTING BLIND JUNCTION BOX AND ENSURE ITS CONDITION IS MAINTAINED. VARY DEPTH OF PROPOSED ABC IF NECESSARY TO RETAIN. CONFIRM ANY VARIATION OF SHELTER PAD WIDTH WITH ENGINEER. ANY DAMAGE TO THE BLIND JUNCTION WILL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO OWNER.



SITE NO.
127



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

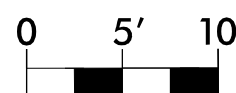
DAVIDSON HIGHWAY (WB)
AT FAIRINGTON DRIVE

REVISIONS

DATE: 11/03/2022

DESIGNED BY: AJA

CHECKED BY: GSS



Infrastructure Consulting Services, Inc.

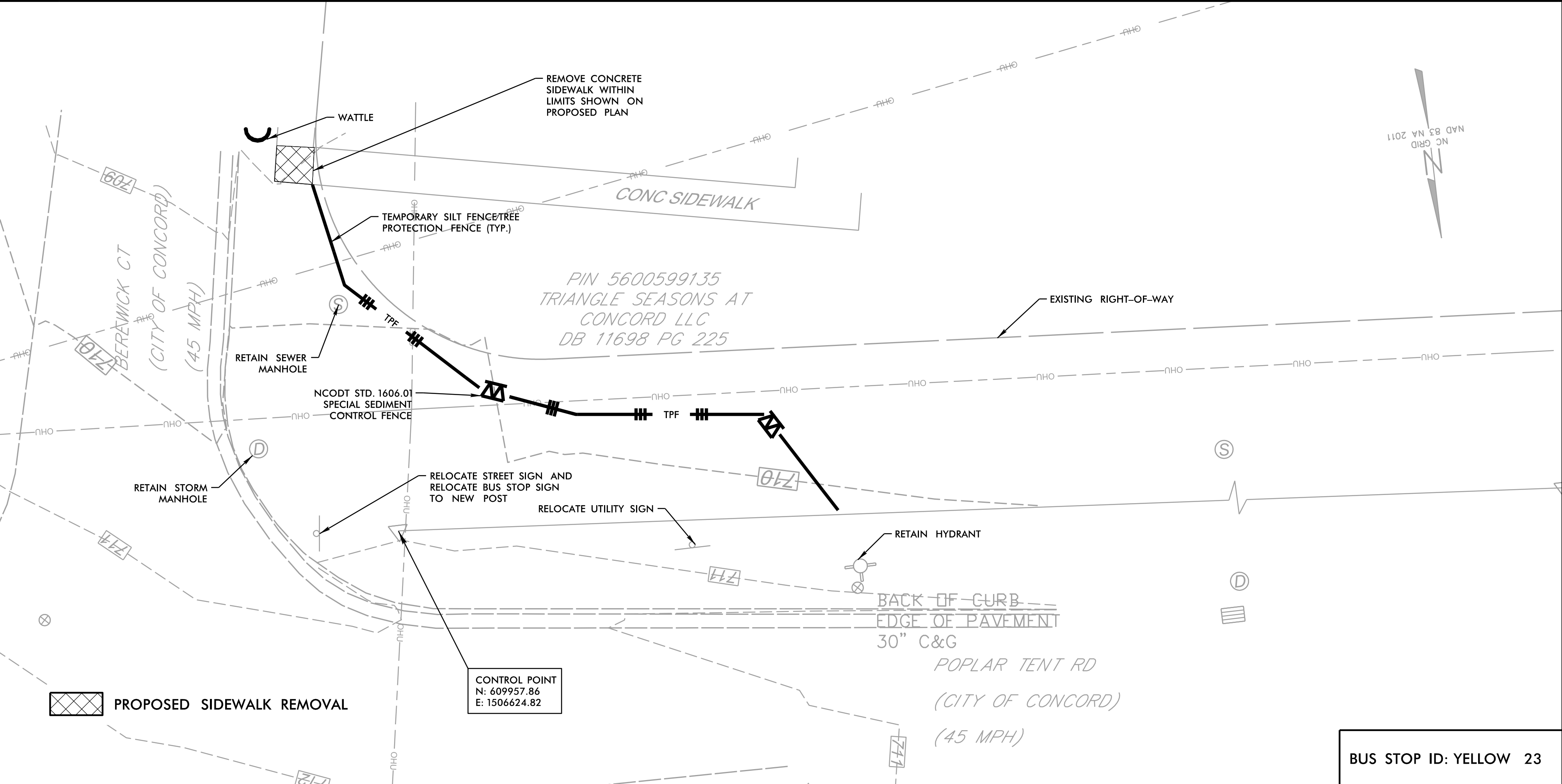
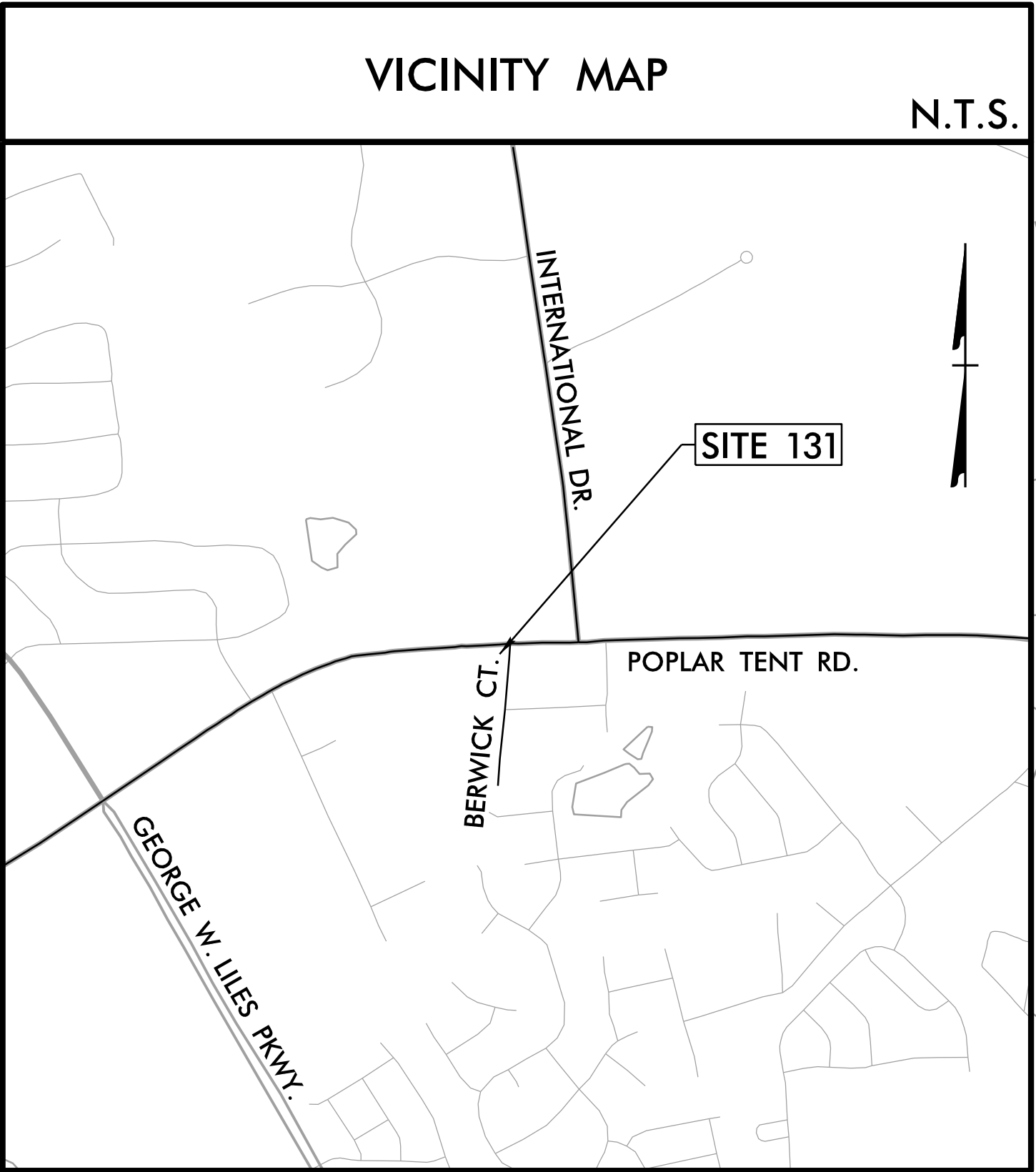
RKA

RAMEY KEMP ASSOCIATES

5808 Fairington Place
Raleigh, North Carolina 27609
Phone: 919-872-5115

NC License No. F-1489
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN



SITE NO.
131



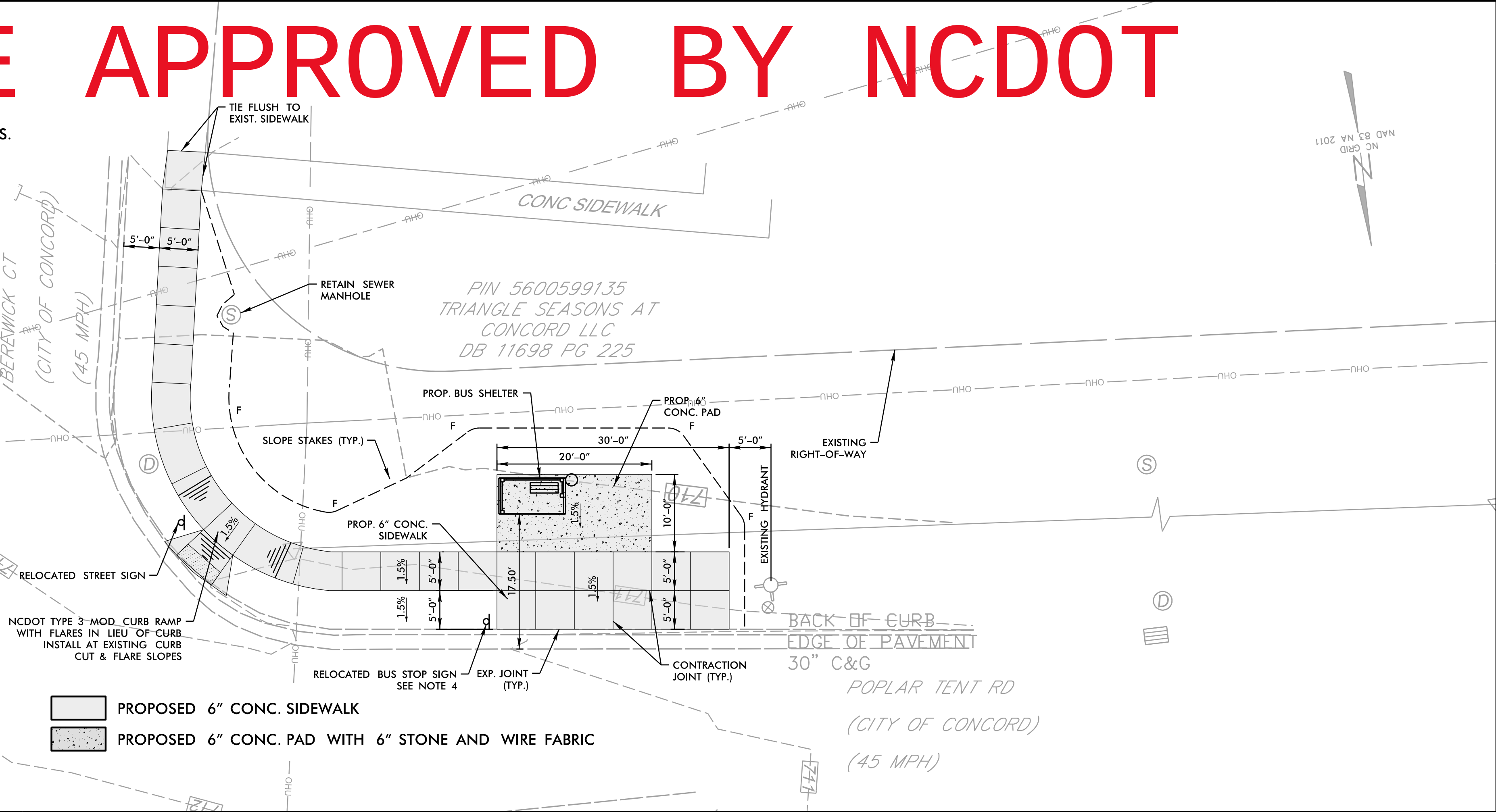
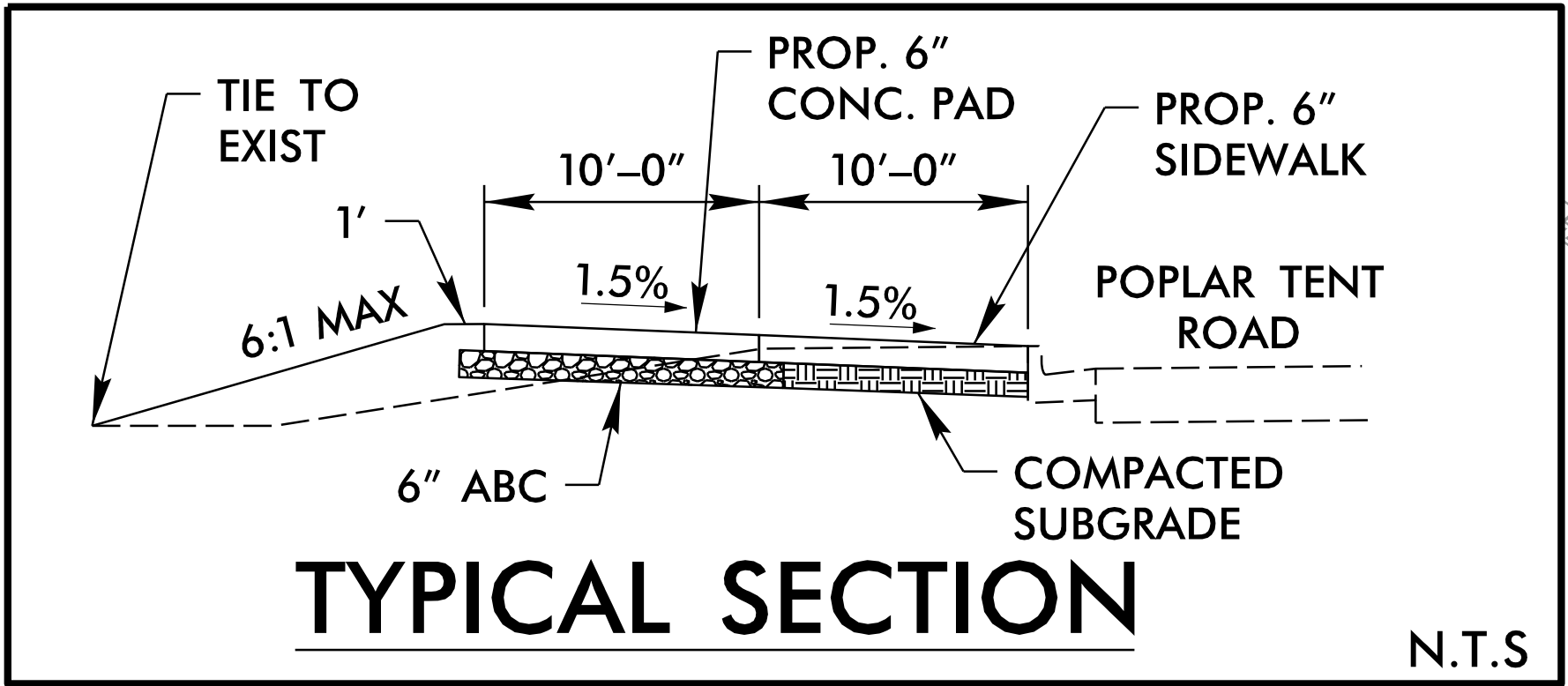
CITY OF CONCORD
RIDER TRANSIT BUS STOPS
POPLAR TENT ROAD
AT BERWICK COURT

BUS STOP ID: YELLOW 23

PROPOSED PLAN

TO BE APPROVED BY NCDOT

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

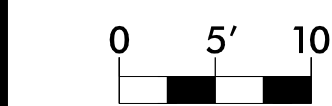


REVISIONS

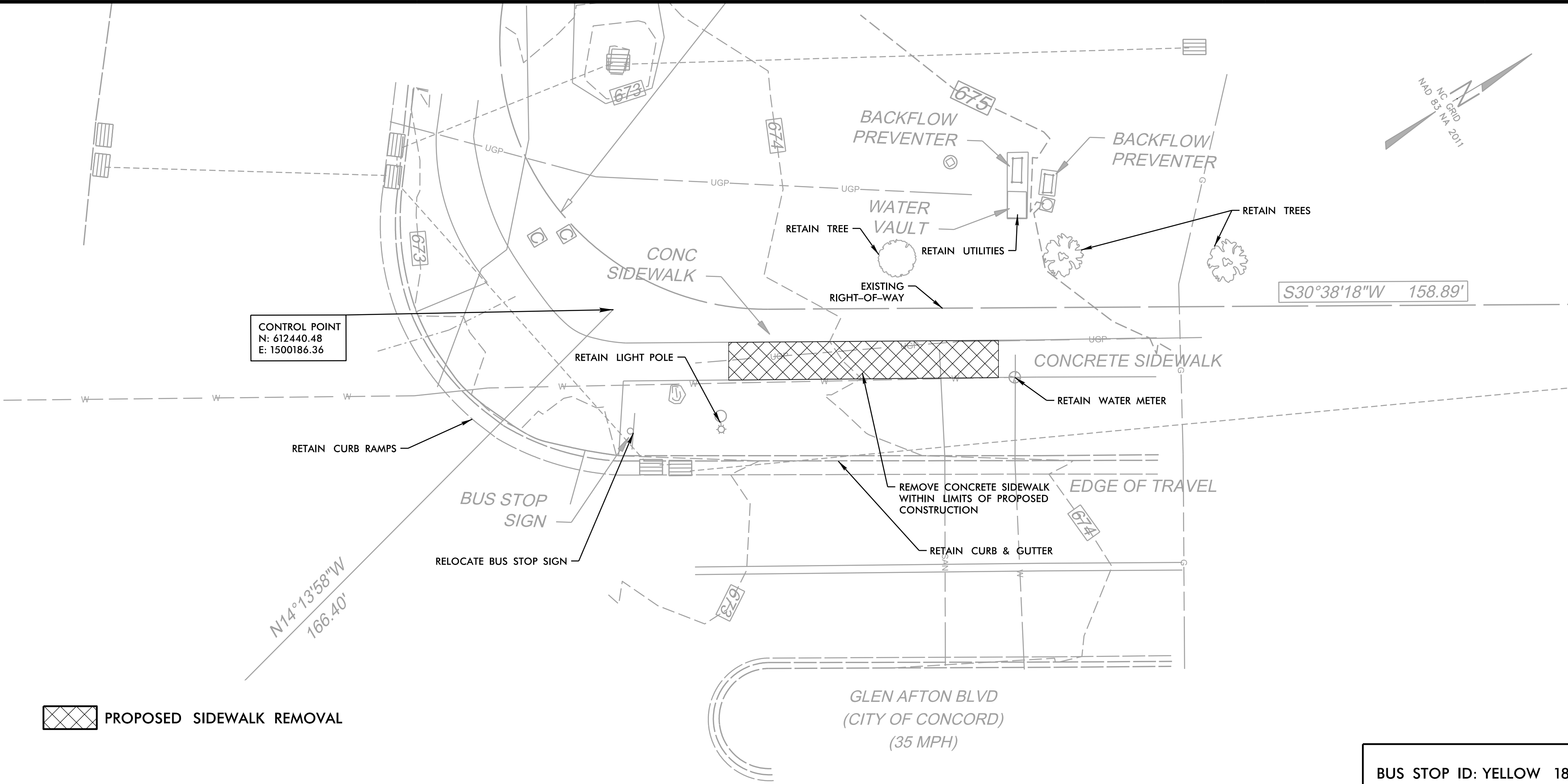
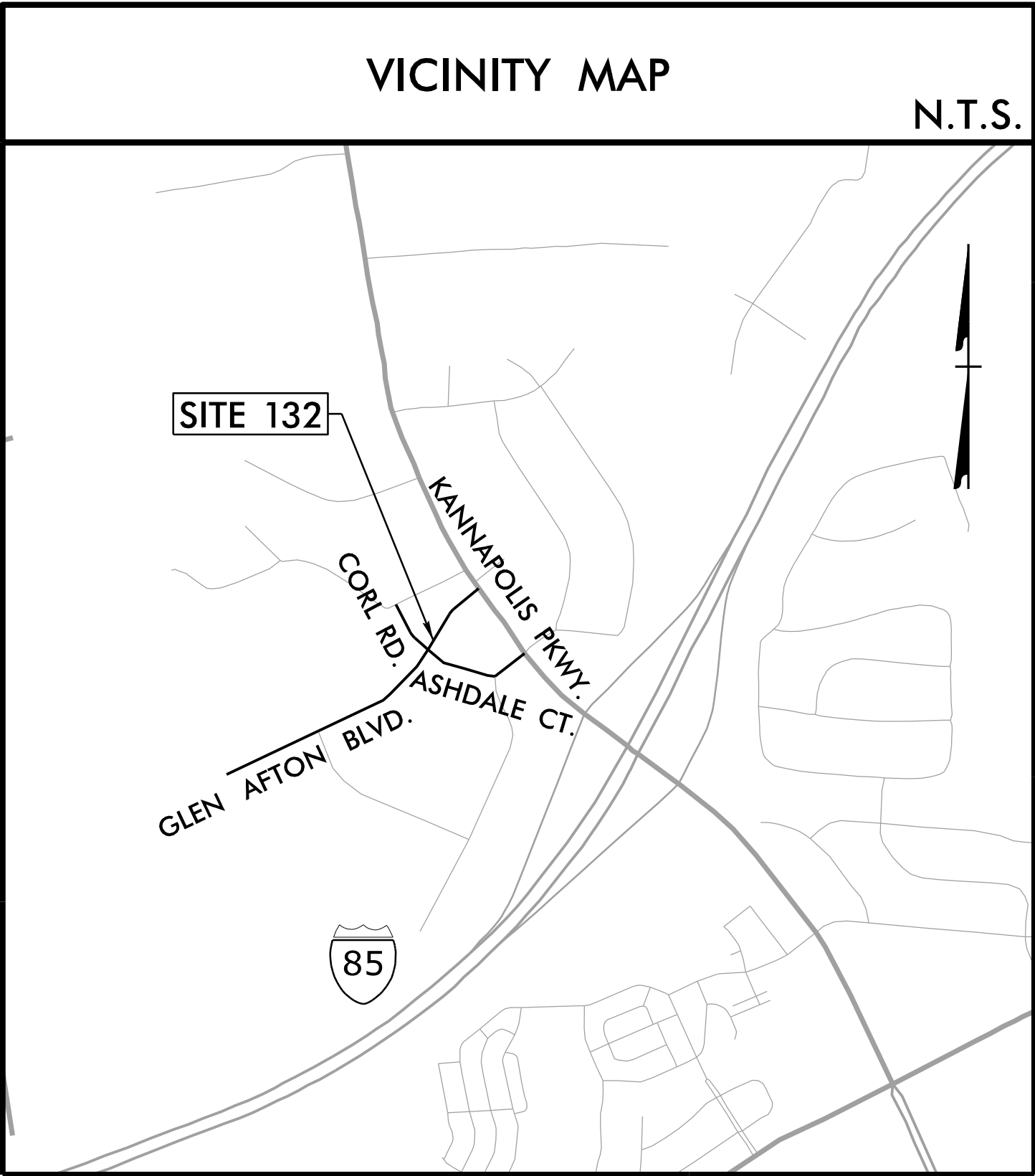
DATE: 01/12/2022

DESIGNED BY: AJA

CHECKED BY: GSS



EXISTING SURVEY/DEMOLITION PLAN



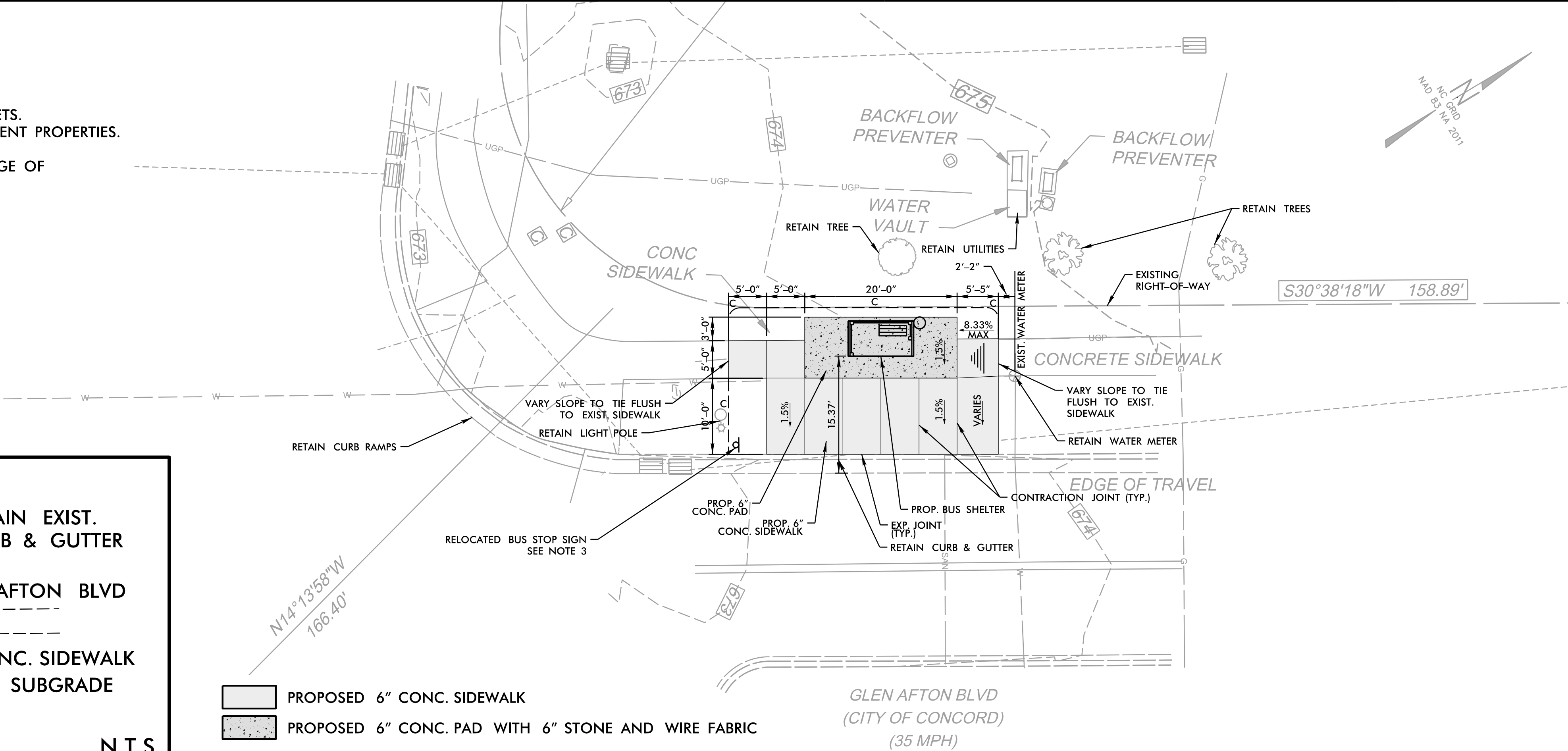
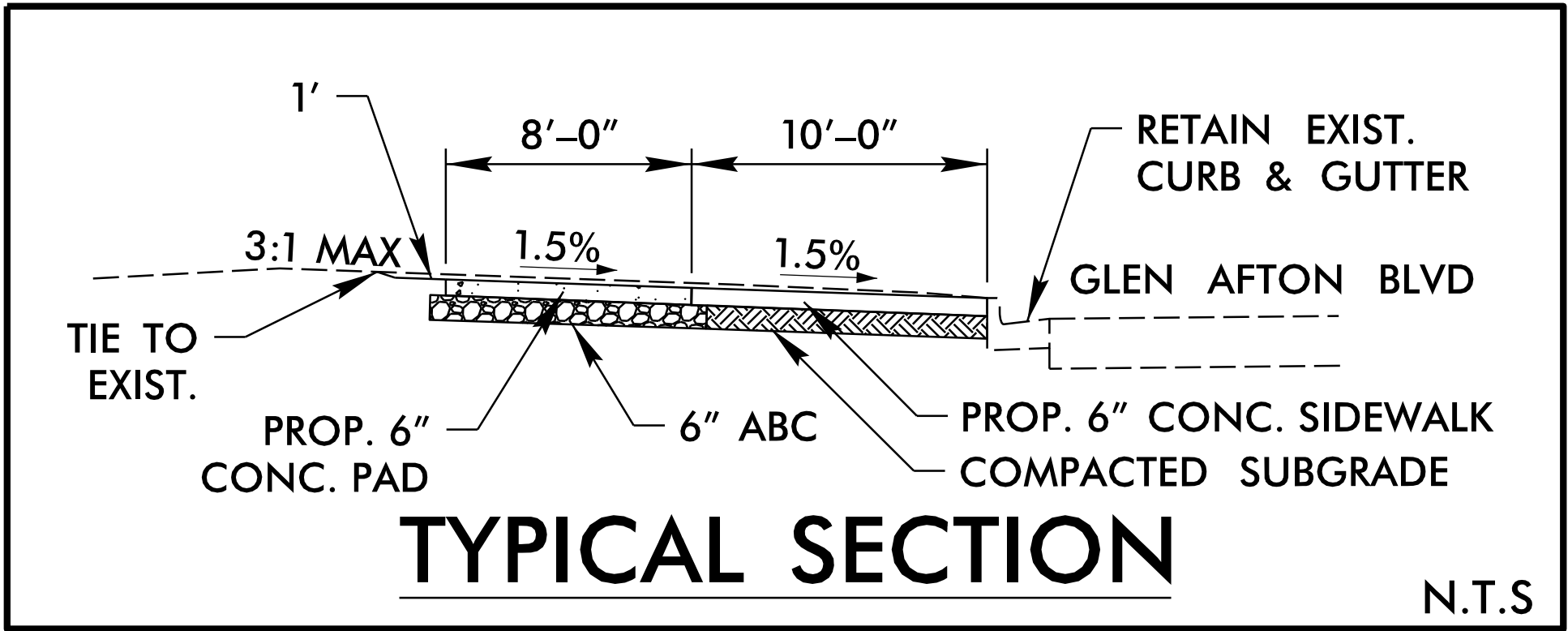
PROPOSED SIDEWALK REMOVAL

BUS STOP ID: YELLOW 18

PROPOSED PLAN

NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



PROPOSED 6" CONC. SIDEWALK

PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

SITE NO.
132



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

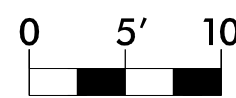
GLEN AFTON BOULEVARD (SB)
AT AFTON RIDGE

REVISIONS

DATE: 11/02/2022

DESIGNED BY: AJA

CHECKED BY: GSS



Infrastructure Consulting Services, Inc.

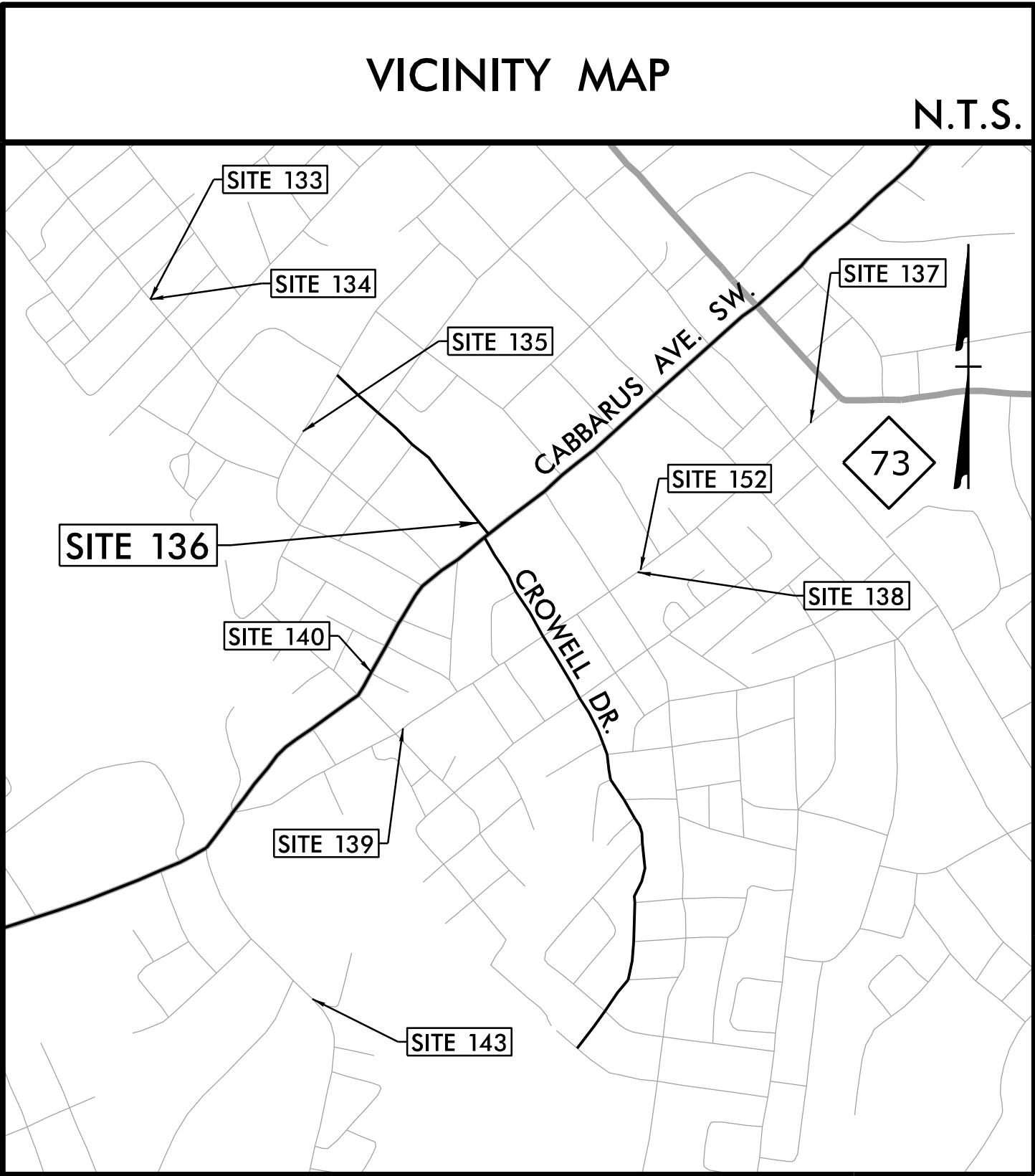
RKA

RAMEY KEMP ASSOCIATES

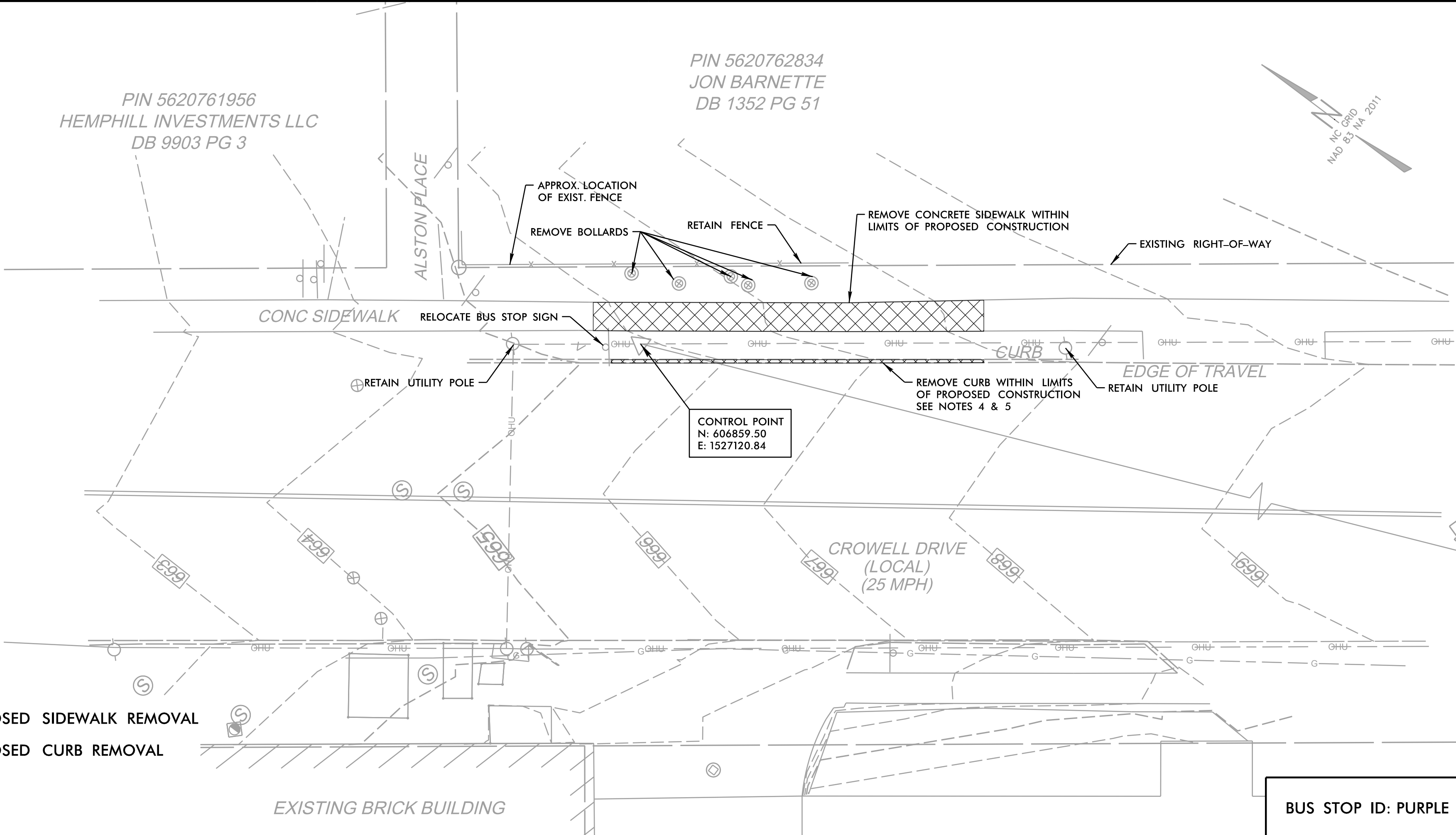
5808 Farthingdon Place
Raleigh, North Carolina 27609
Phone: 919-875-5116

NC License No. F-1489
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN

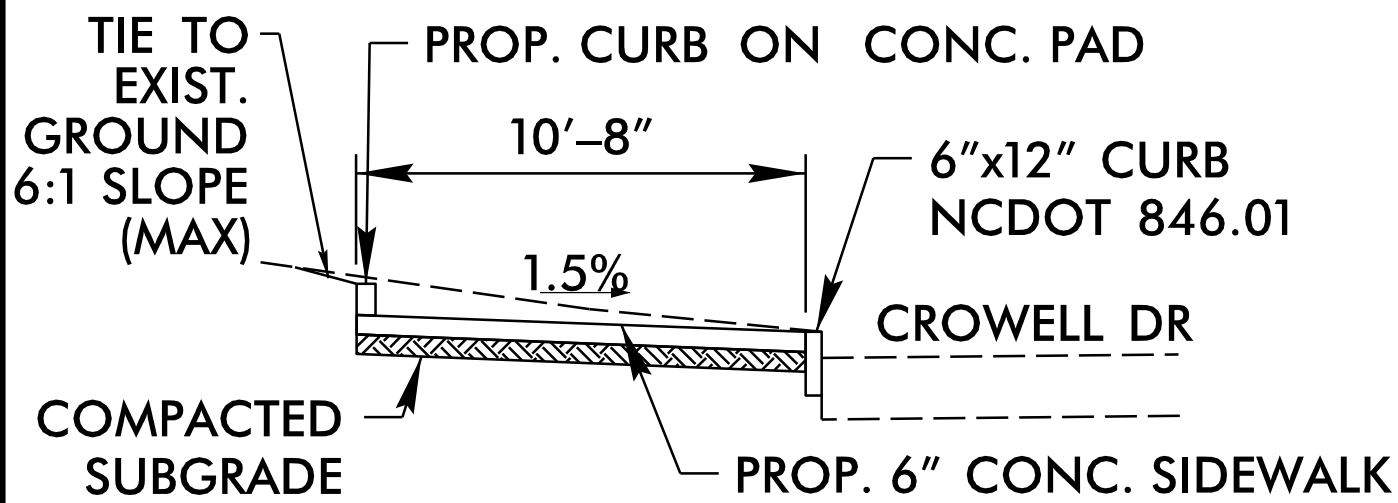


- PROPOSED SIDEWALK REMOVAL
- PROPOSED CURB REMOVAL



PROPOSED PLAN

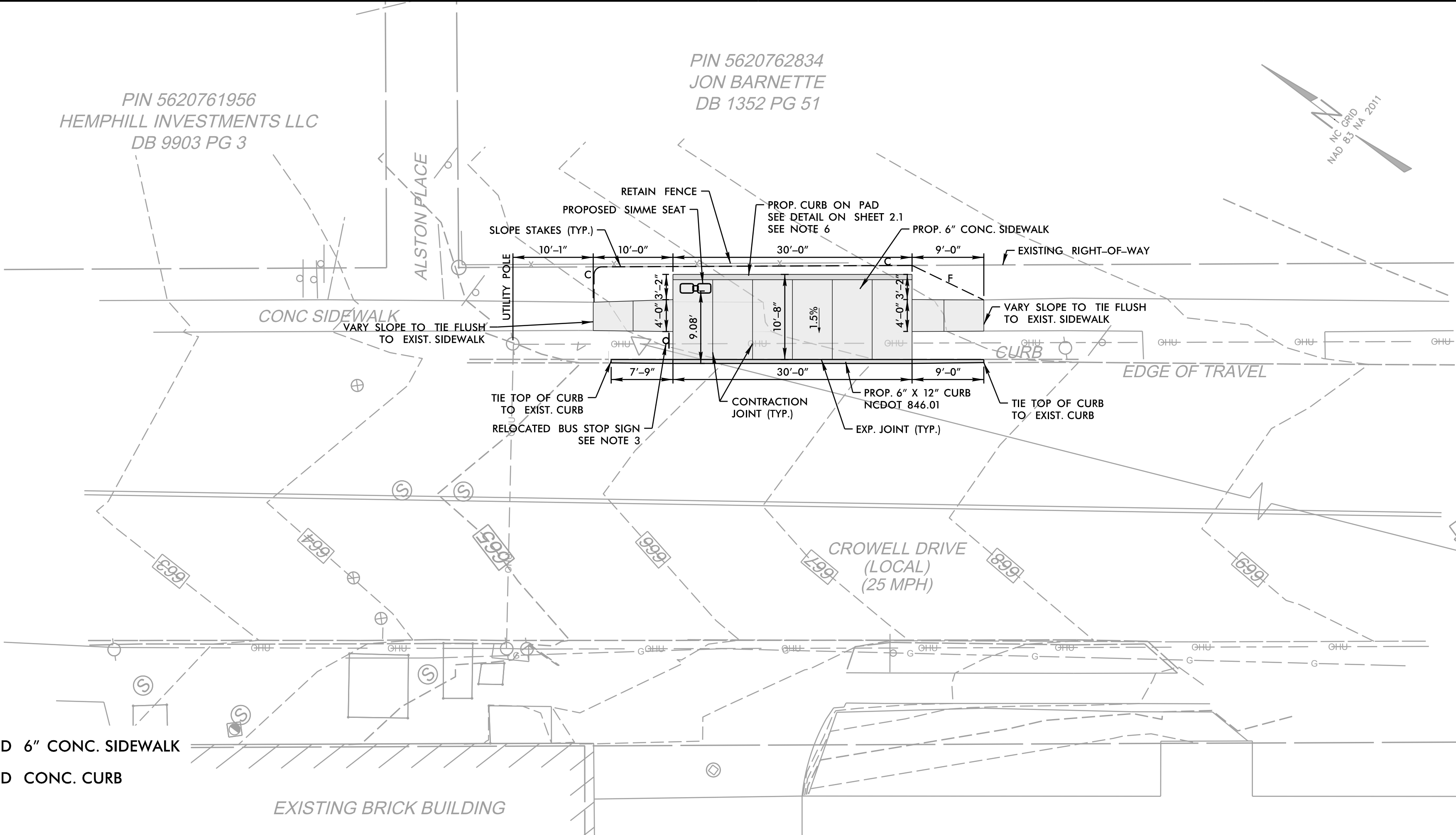
- NOTES:
- SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 - NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 - MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 - SAW CUT ASPHALT TO PROVIDE SMOOTH, STRAIGHT LINE BETWEEN LIMITS OF REMOVAL. ASPHALT PATCH AS NECESSARY OR AS DIRECTED BY THE ENGINEER.
 - ANY ASPHALT PATCHING REQUIRED IS TO INCLUDE 6" I19.0C AND 3" S9.5C OR AS OTHERWISE DIRECTED BY THE ENGINEER OR NCDOT. ASPHALT PATCHING REQUIRED WILL BE AT NO ADDITIONAL COST TO THE OWNER.
 - CURB HEIGHT TO BE SET AT 10" ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



TYPICAL SECTION

N.T.S.

- PROPOSED 6" CONC. SIDEWALK
- PROPOSED CONC. CURB



SITE NO.
136



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

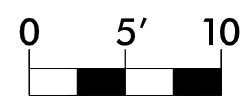
CROWELL DRIVE (NB)
AT CABARRUS AVENUE

REVISIONS

DATE: 01/12/2022

DESIGNED BY: AJA

CHECKED BY: GSS



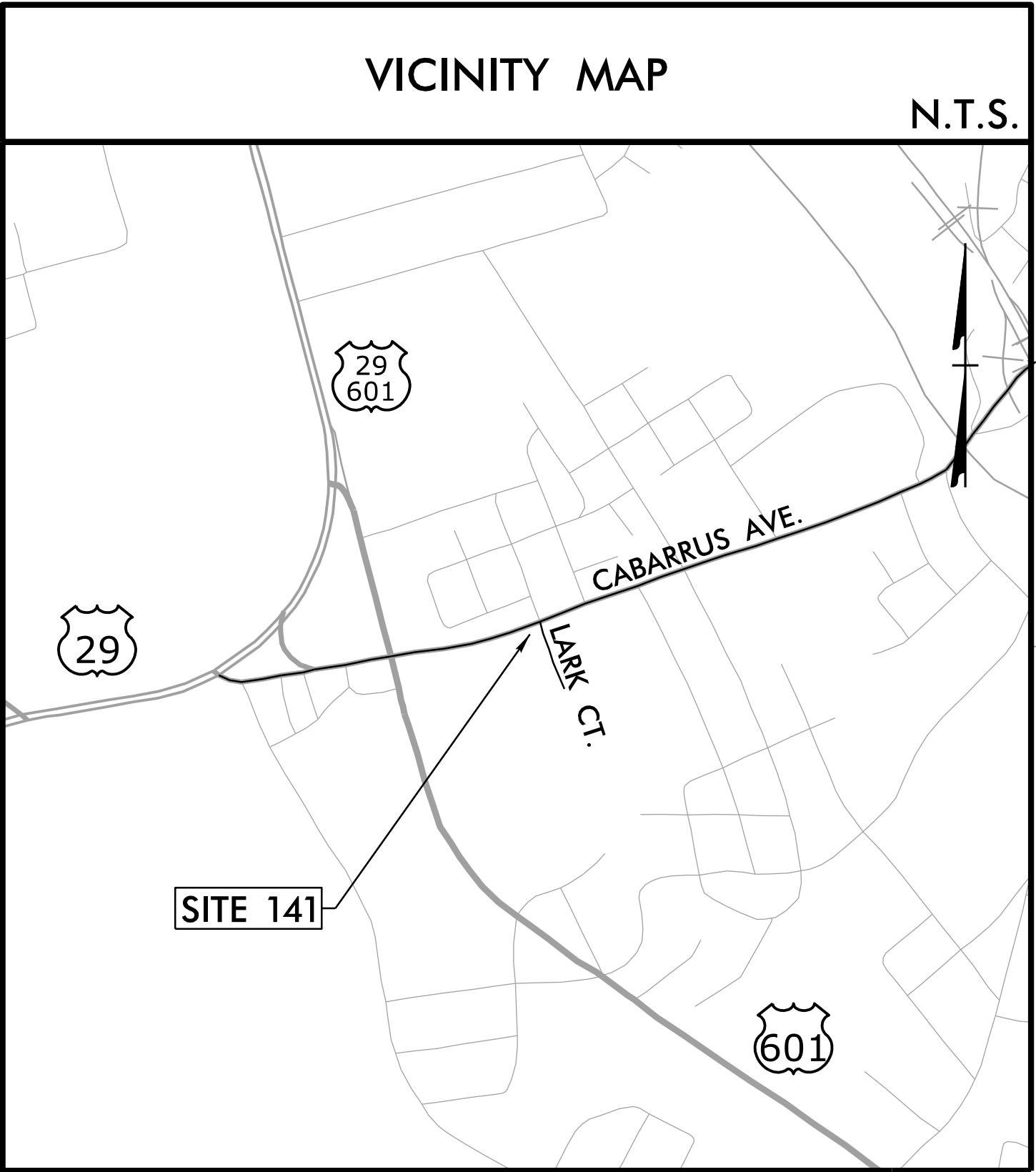
RKA

RAMEY KEMP ASSOCIATES

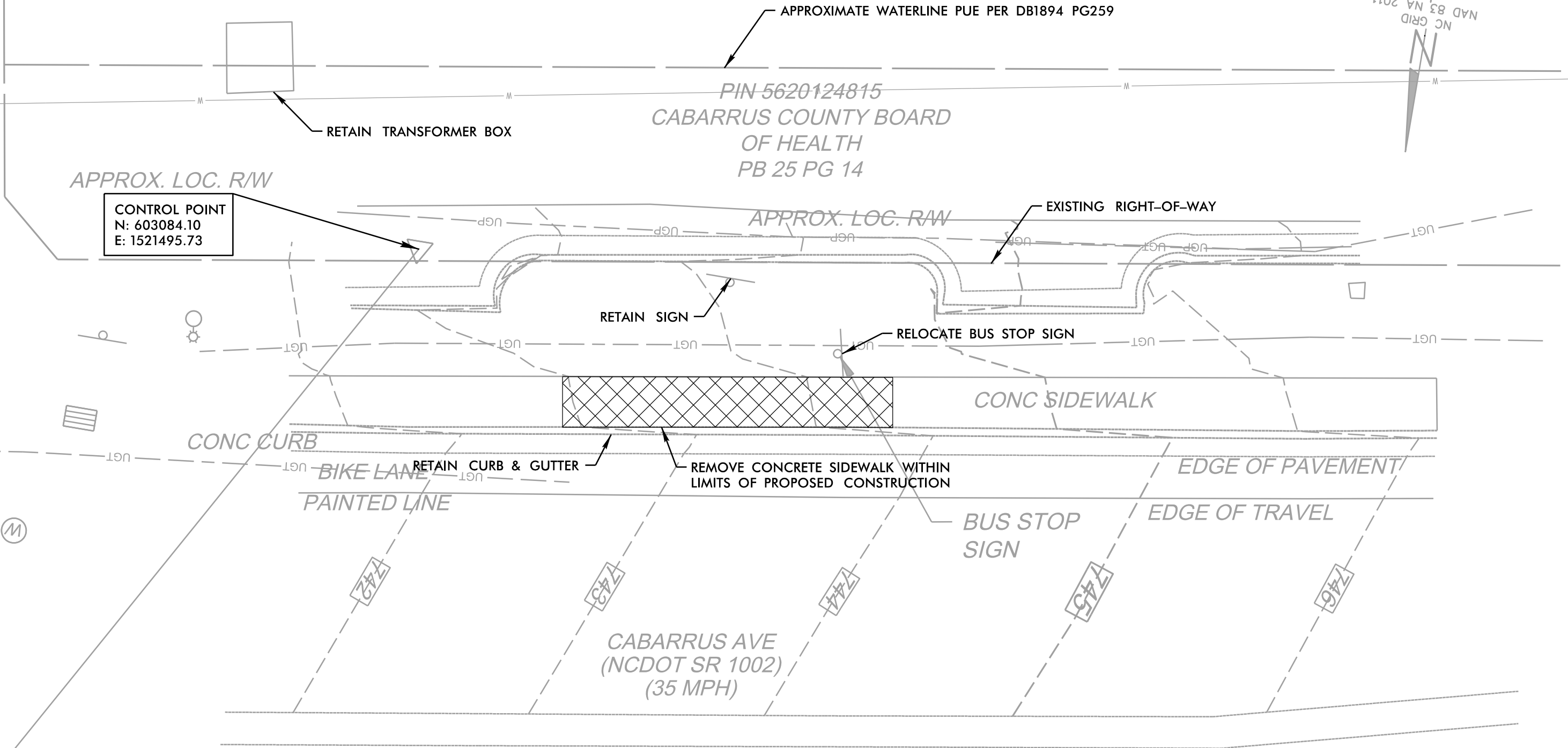
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. C-0810
www.rameykemp.com

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

EXISTING SURVEY/DEMOLITION PLAN



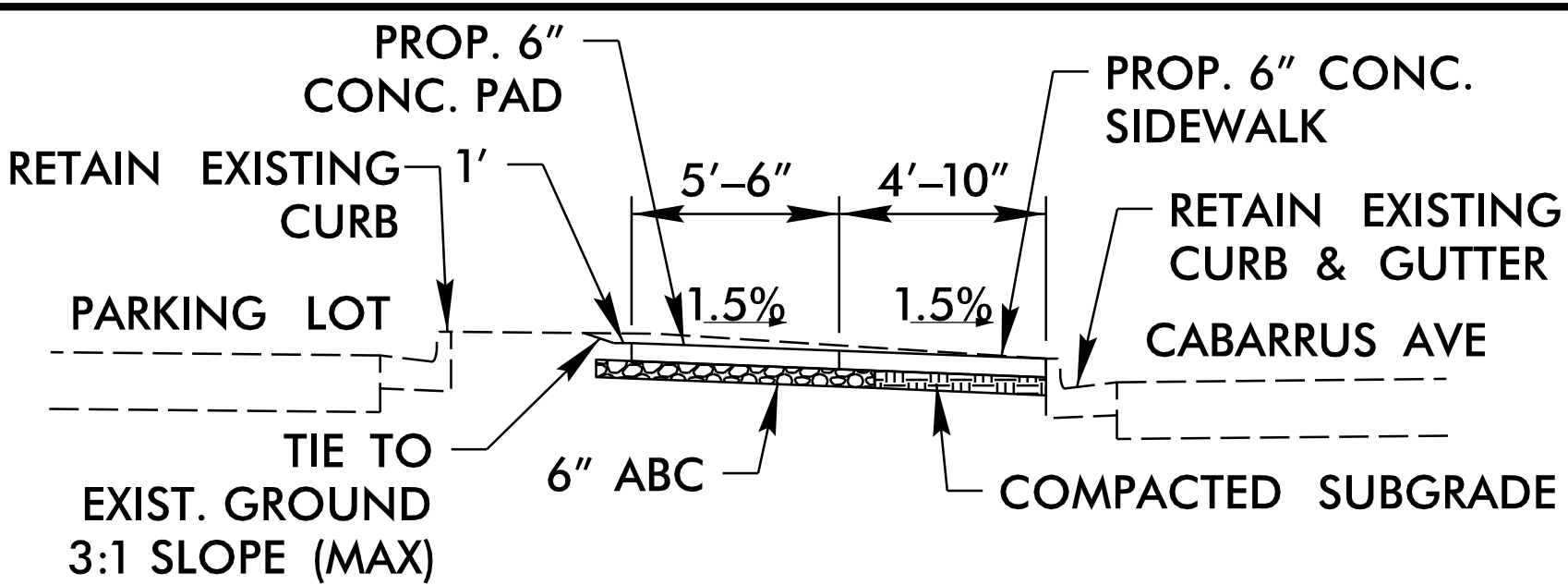
PROPOSED SIDEWALK REMOVAL



BUS STOP ID: PURPLE 23

PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.

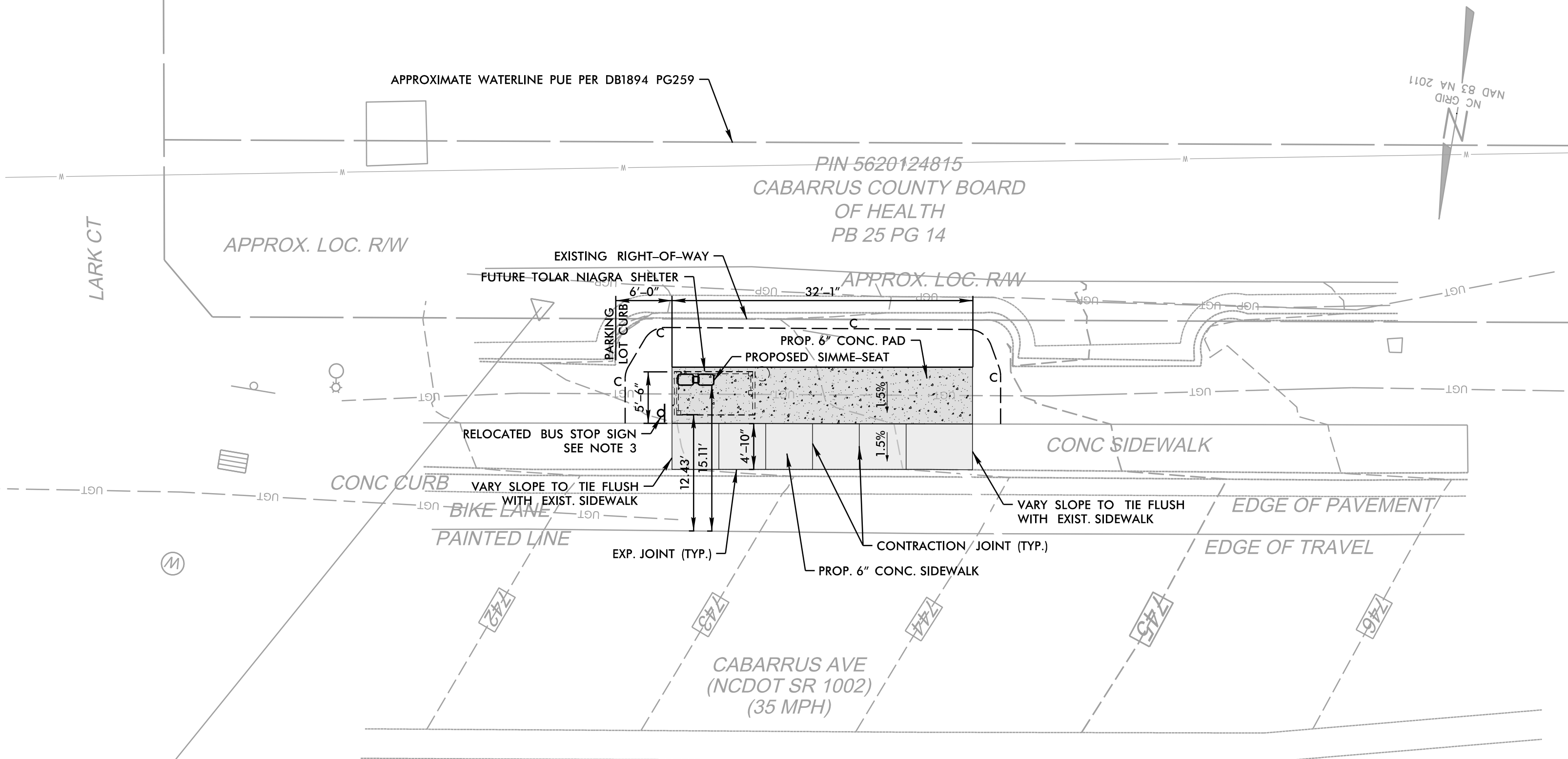


TYPICAL SECTION

N.T.S.

PROPOSED 6" CONC. PAD WITH 6" STONE AND WIRE FABRIC

PROPOSED 6" CONC. SIDEWALK



SITE NO.
141



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

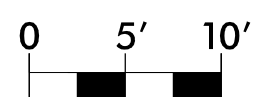
CABARRUS AVENUE (EB)
AT LARK COURT

REVISIONS

DATE: 11/03/2022

DESIGNED BY: AJA

CHECKED BY: GSS



Infrastructure Consulting Services, Inc.

RKA

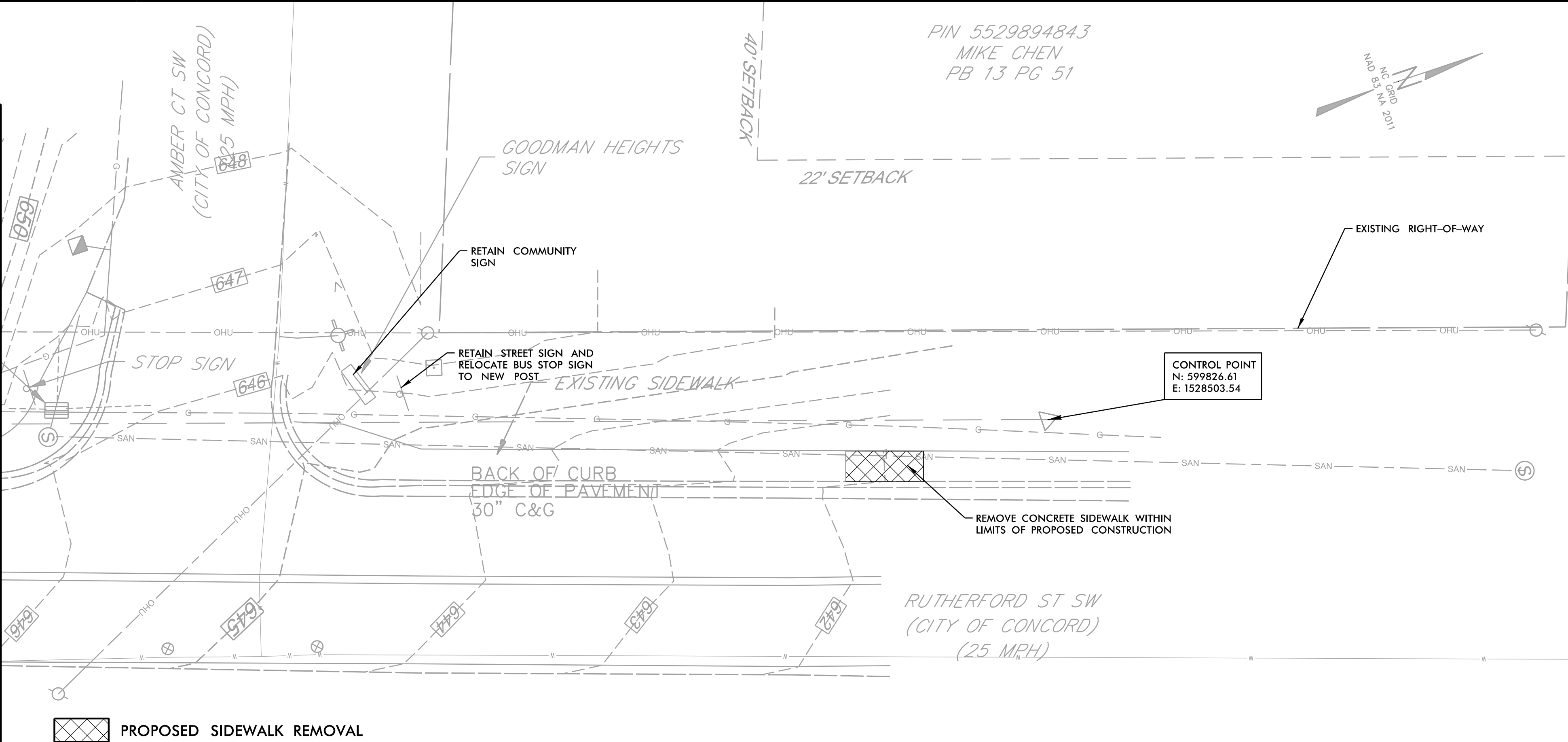
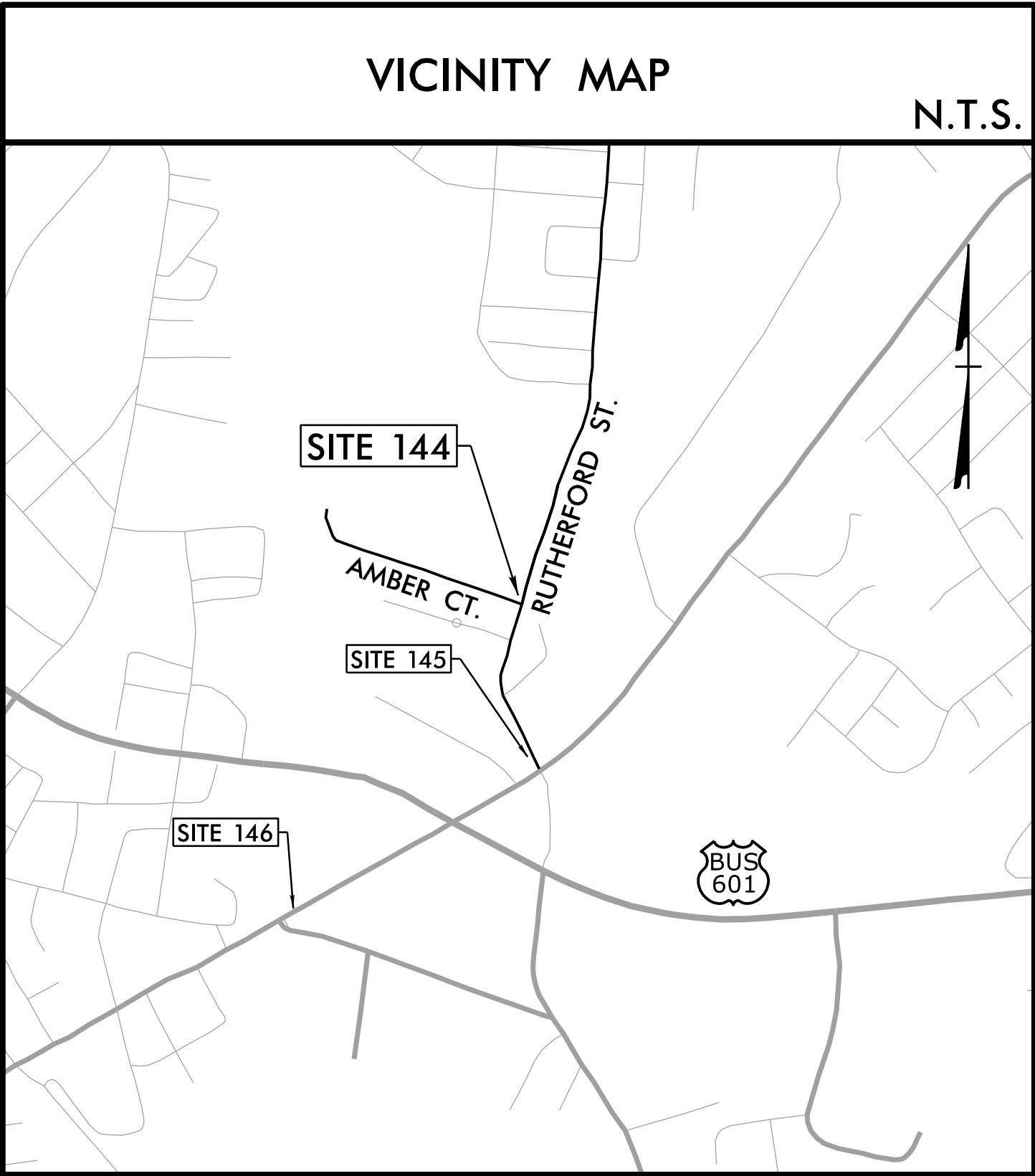
RAMEY KEMP ASSOCIATES

5808 Farlington Place
Raleigh, North Carolina 27609
Phone: 919-875-5115

NC License No. F-1489
www.rameykemp.com

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

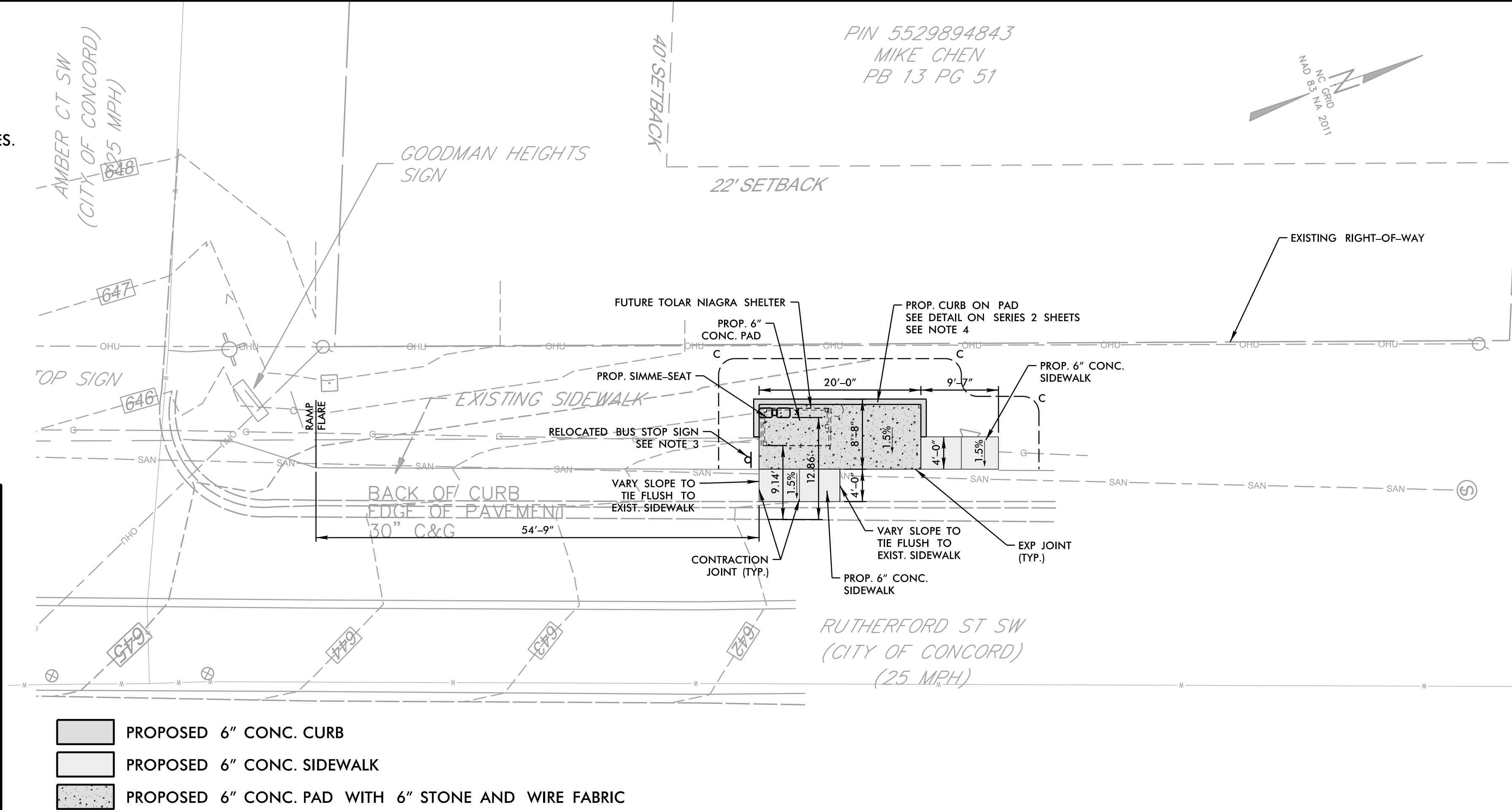
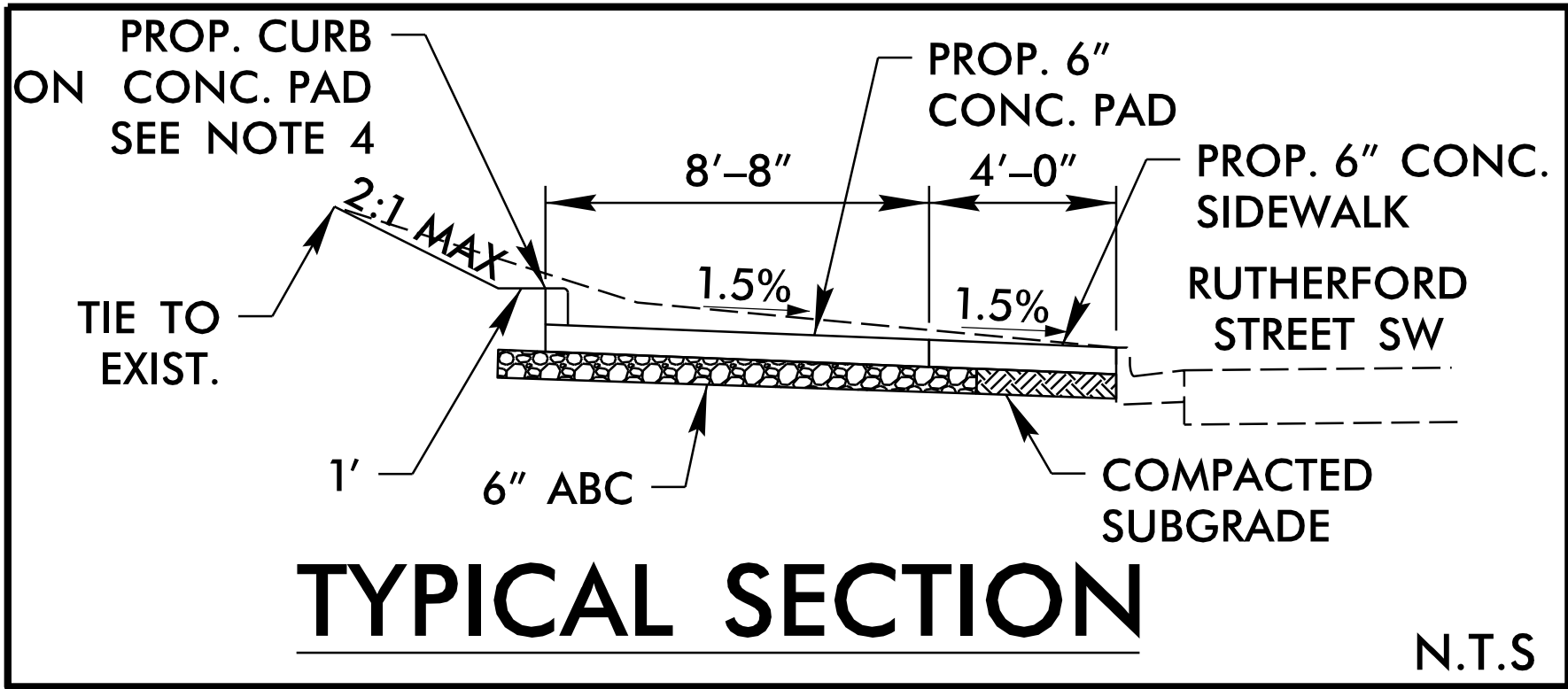
EXISTING SURVEY/DEMOLITION PLAN



BUS STOP ID: ORANGE 22

PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
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 4. CURB HEIGHT TO BE SET AT 1' ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



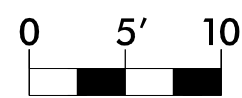
SITE NO.
144



CITY OF CONCORD
RIDER TRANSIT BUS STOPS
RUTHERFORD STREET SW (SB)
AT AMBER COURT

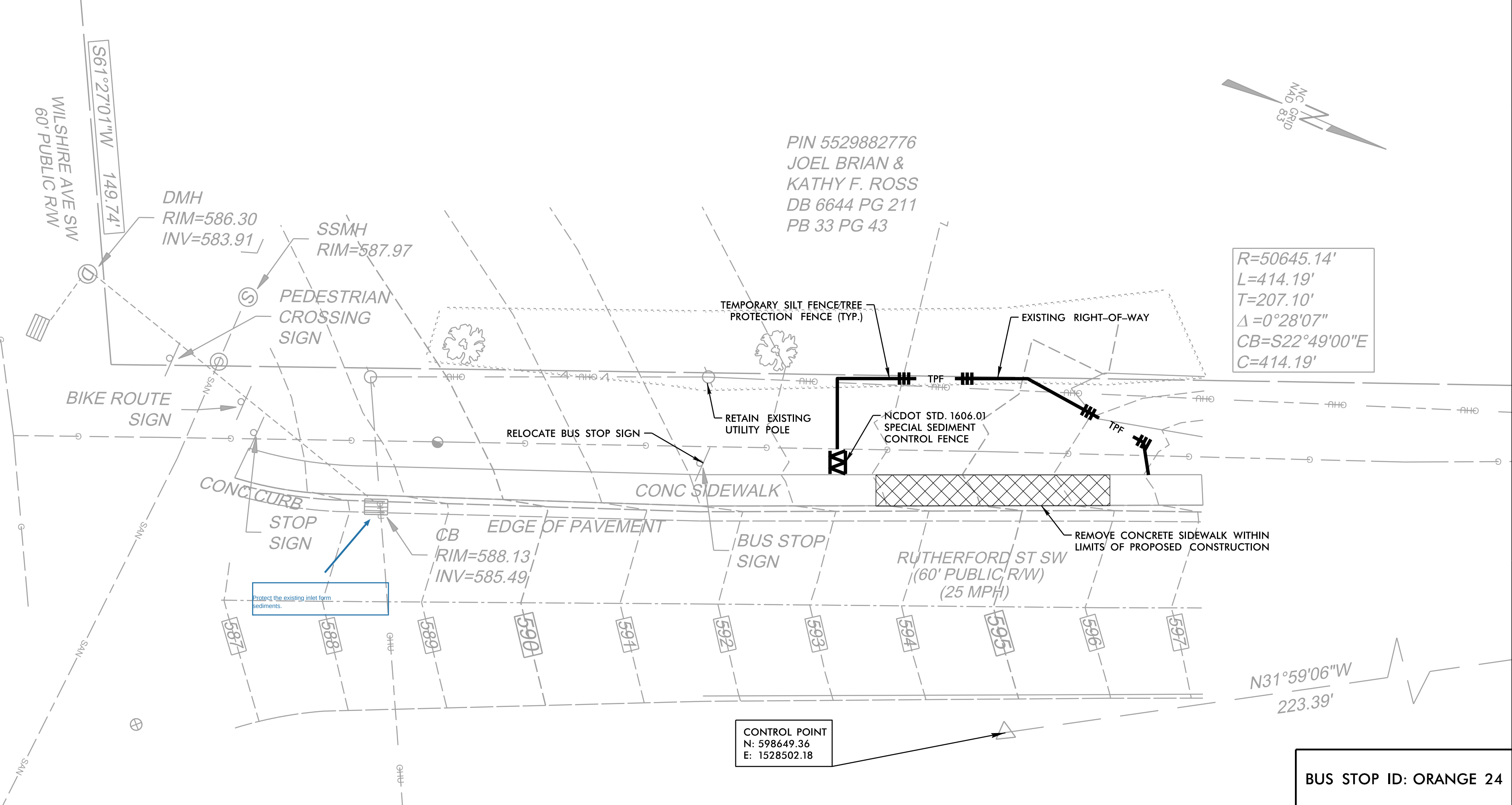
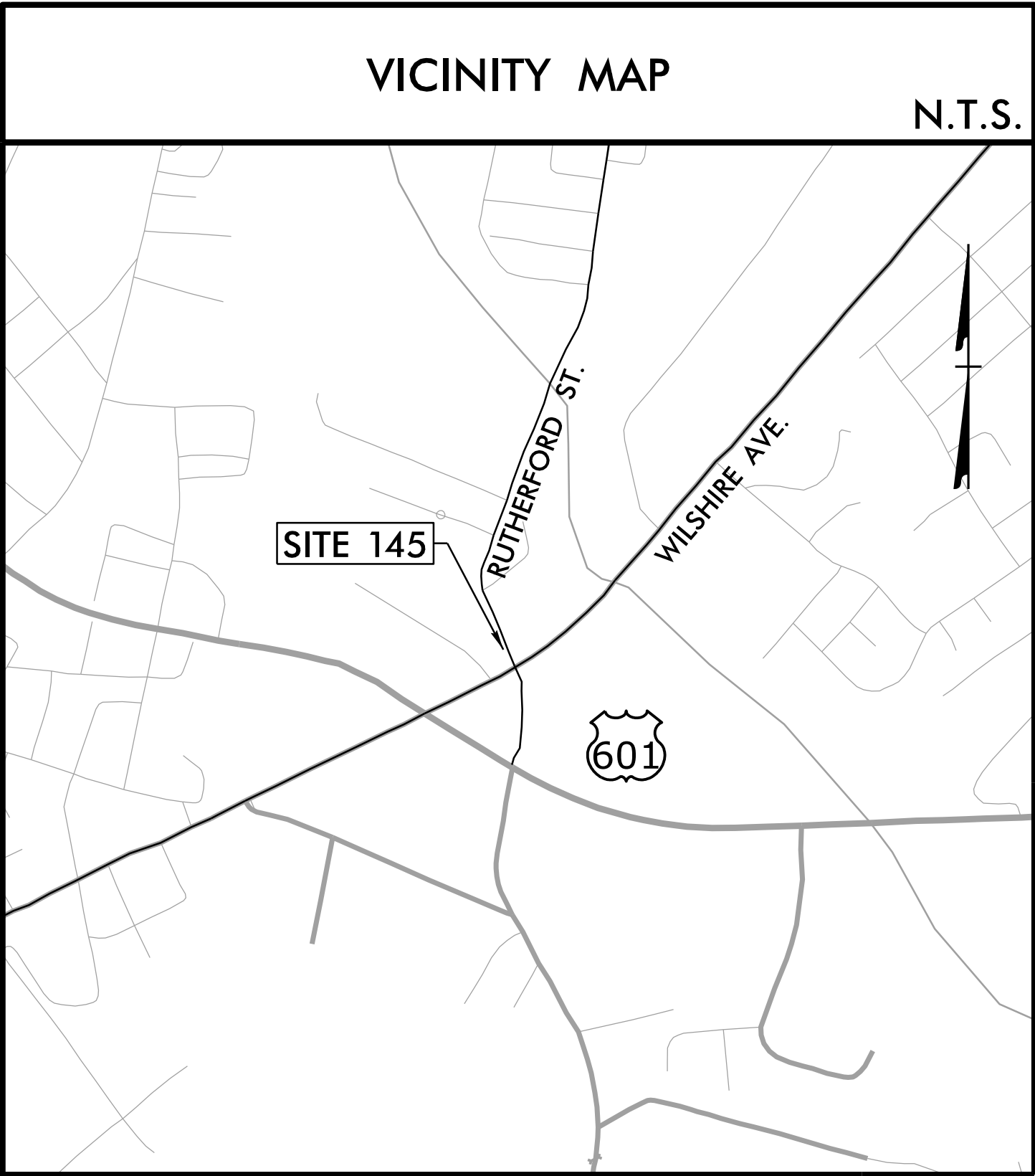
REVISIONS

DATE: 11/03/2022
DESIGNED BY: AJA
CHECKED BY: GSS



Infrastructure Consulting Services, Inc.
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RAMEY KEMP ASSOCIATES
5808 Farlington Place
Raleigh, North Carolina 27609
Phone: 919-875-5115
NC License No. F-1489
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN



SITE NO.
145



CITY OF CONCORD

RIDER TRANSIT BUS STOPS

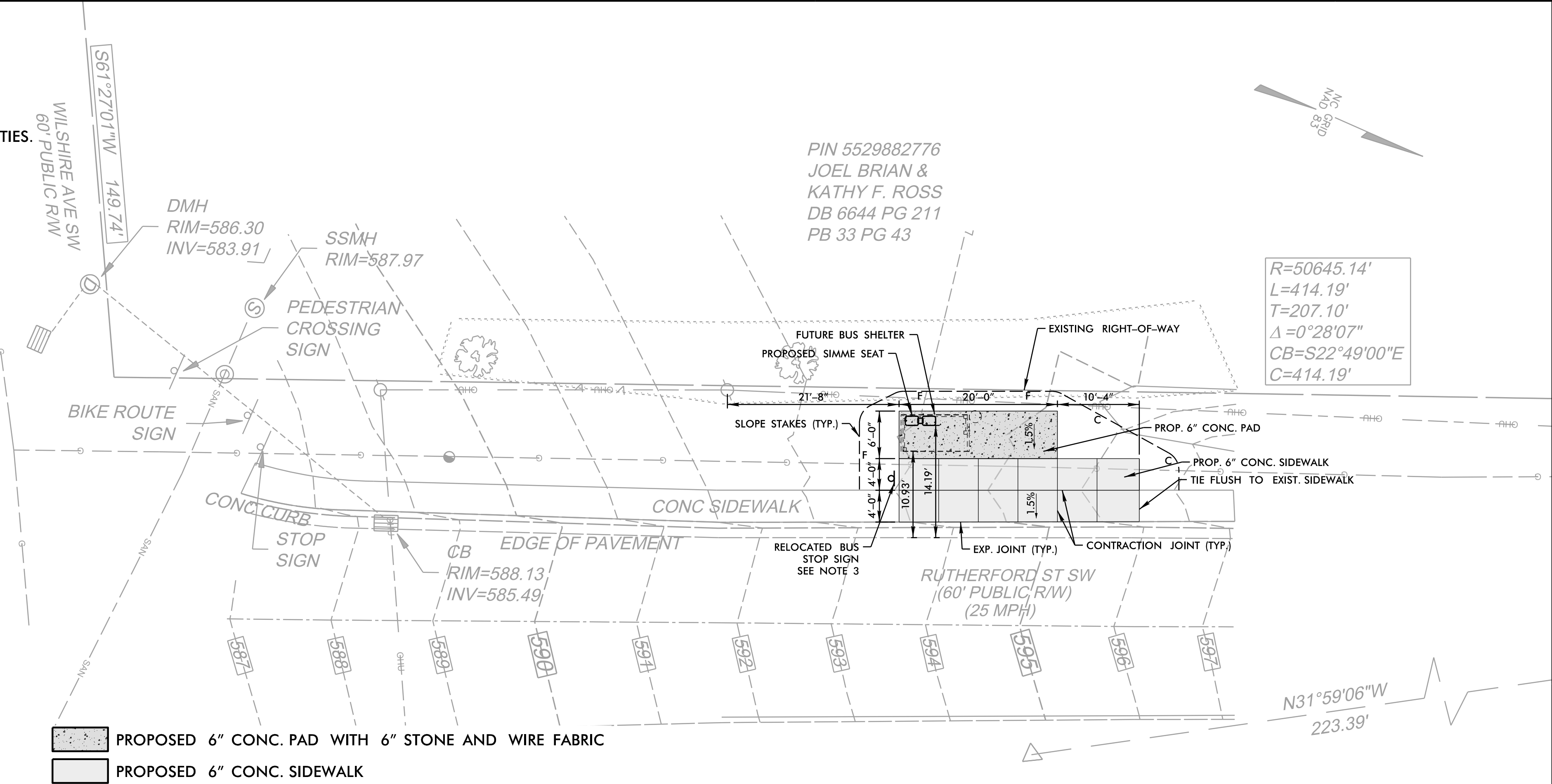
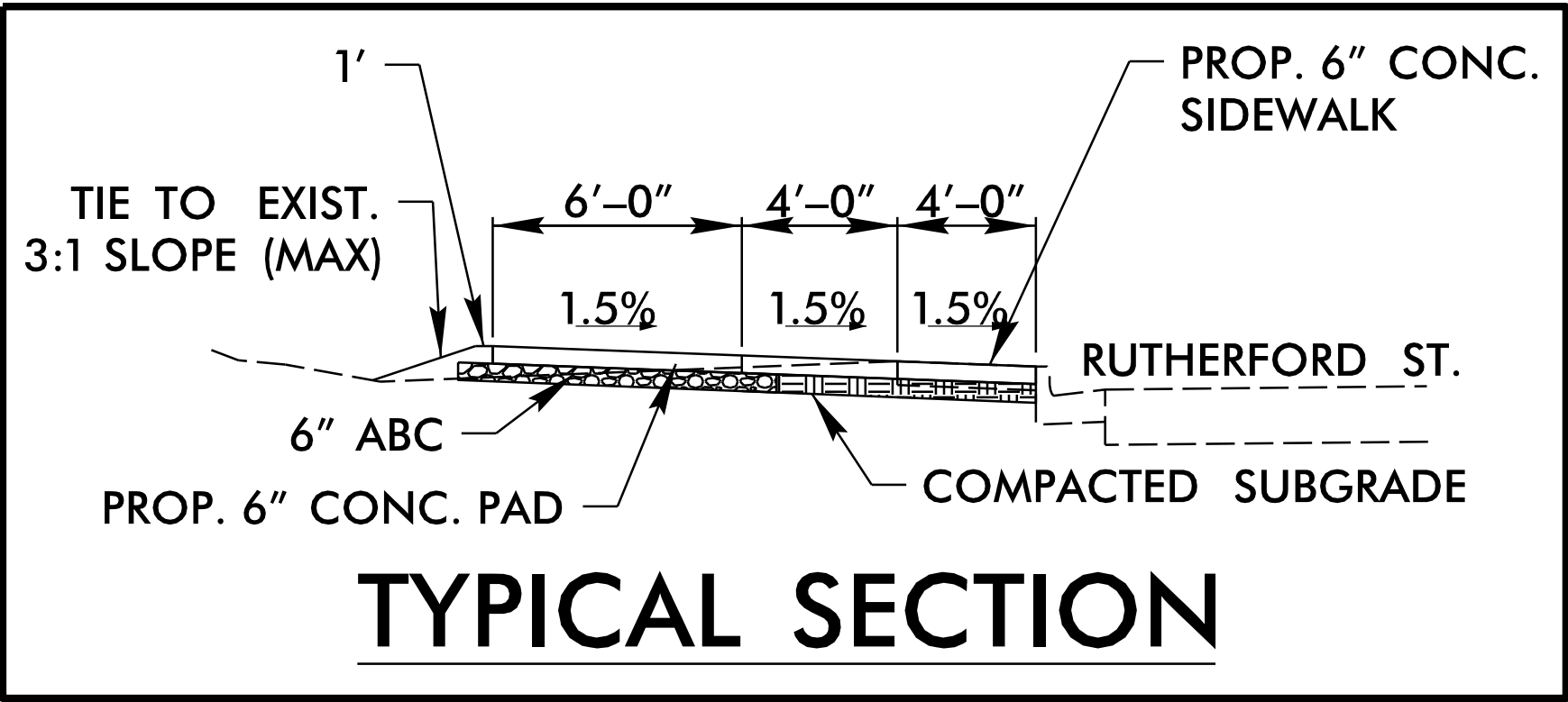
RUTHERFORD STREET SW (SB)
AT WILSHIRE AVENUE

BUS STOP ID: ORANGE 24

PROPOSED PLAN

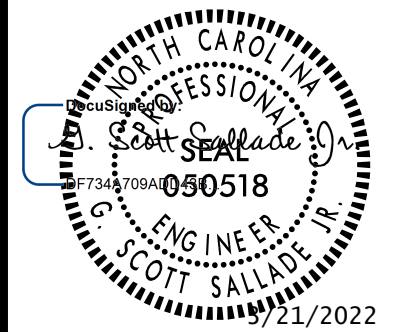
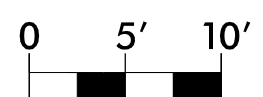
NOTES:

1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



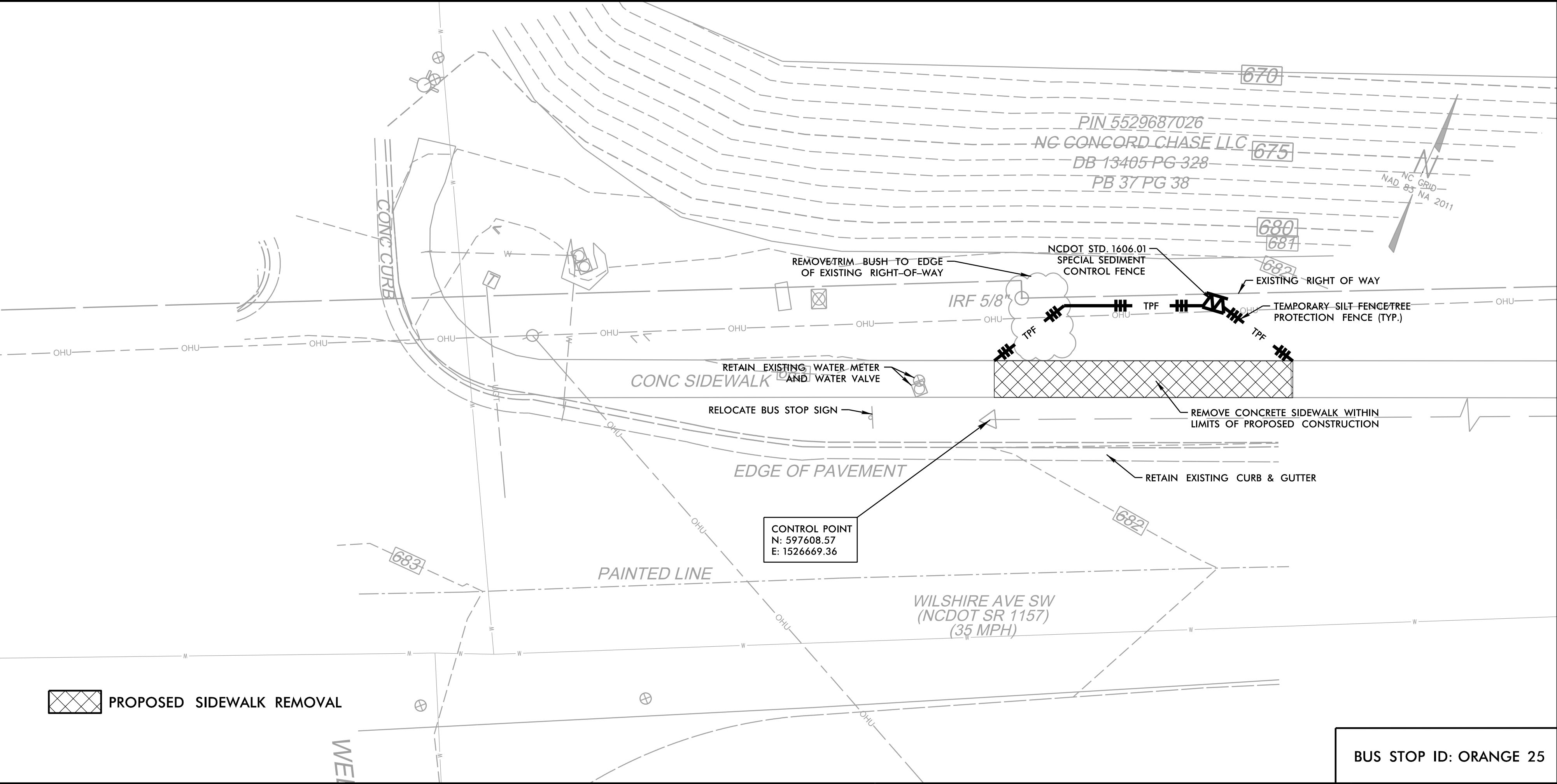
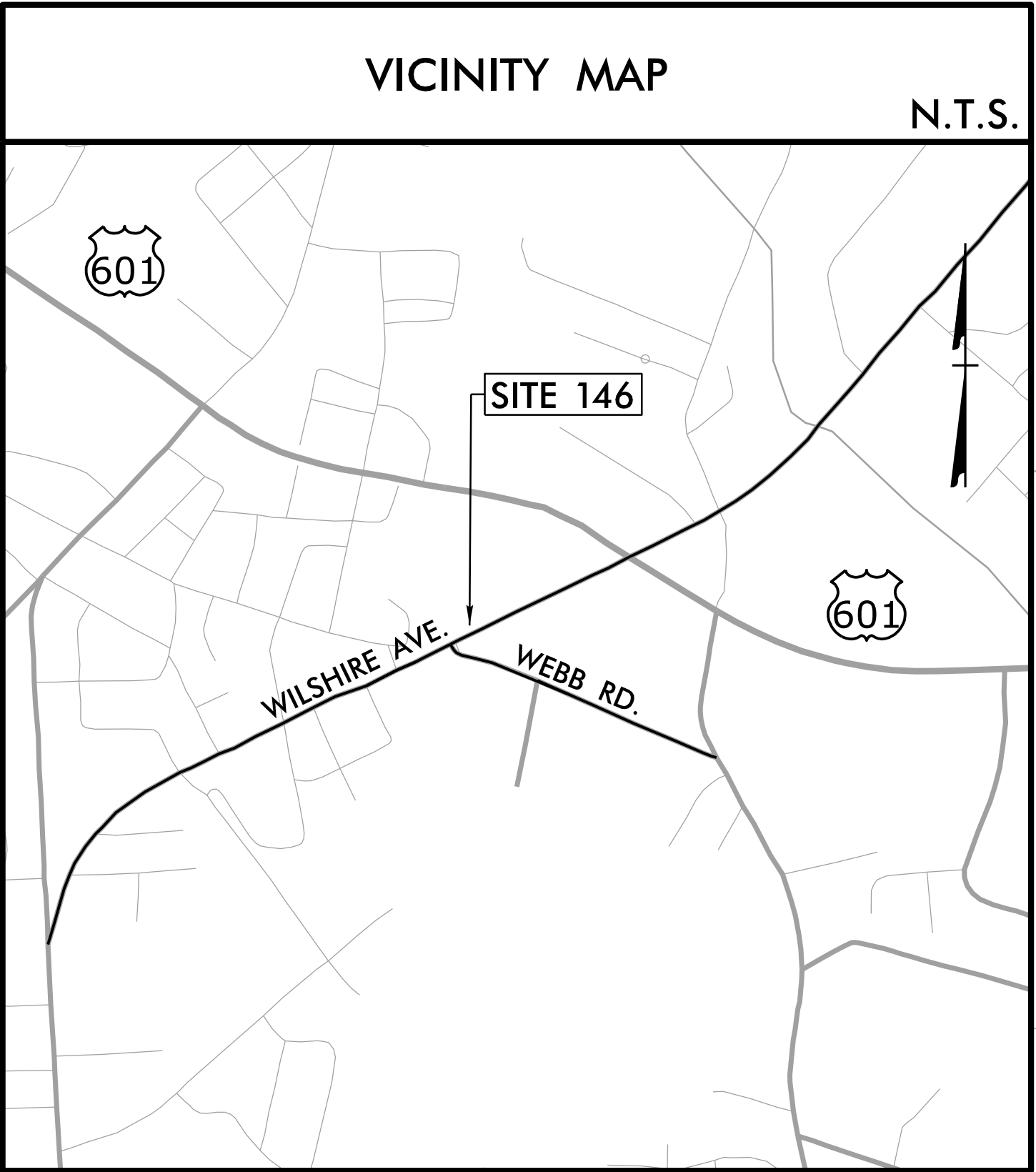
REVISIONS

DATE: 01/12/2022
DESIGNED BY: AJA
CHECKED BY: GSS



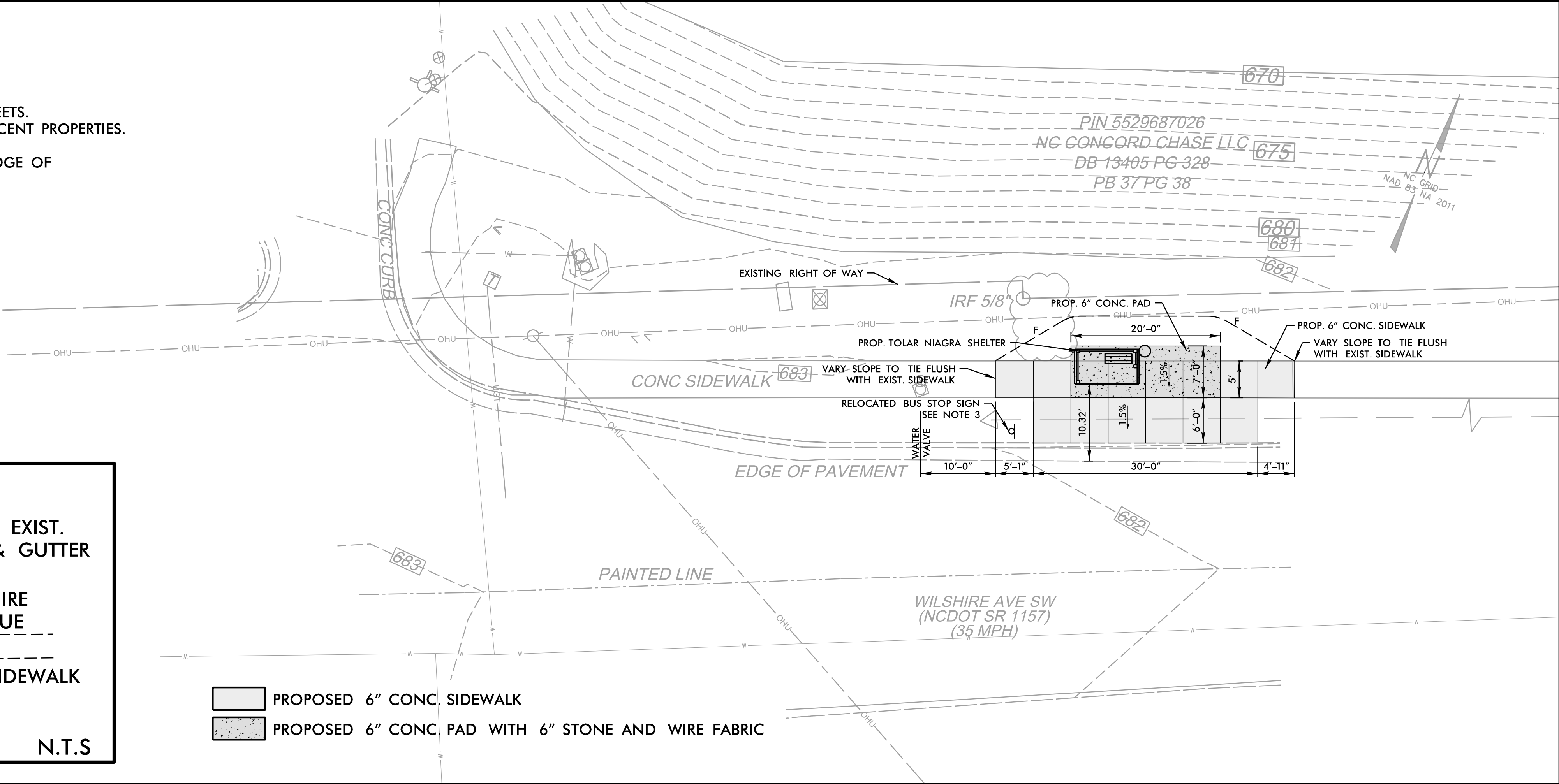
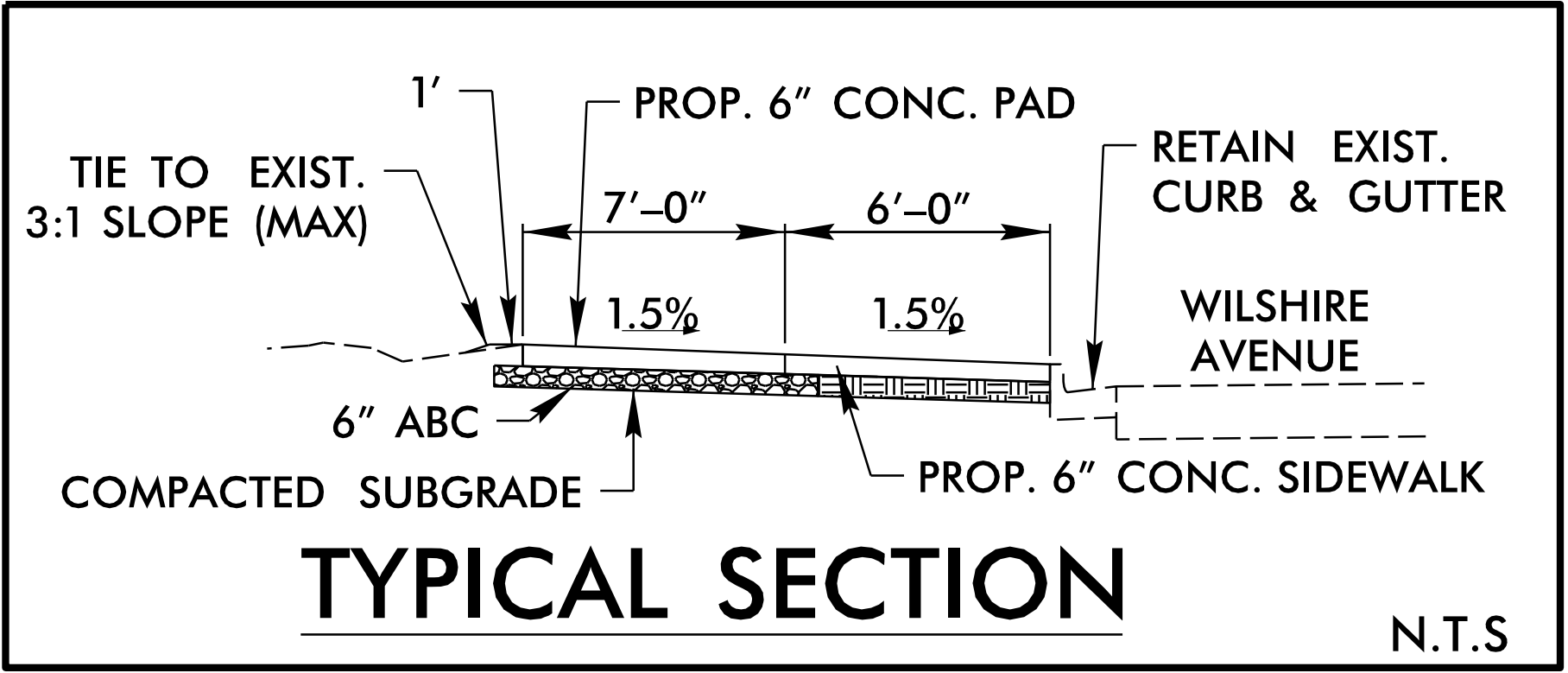
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

EXISTING SURVEY/DEMOLITION PLAN



PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
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 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.



SITE NO.
146



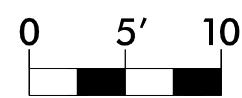
CITY OF CONCORD

RIDER TRANSIT BUS STOPS

WILSHIRE AVENUE SW (EB)
AT WEBB ROAD

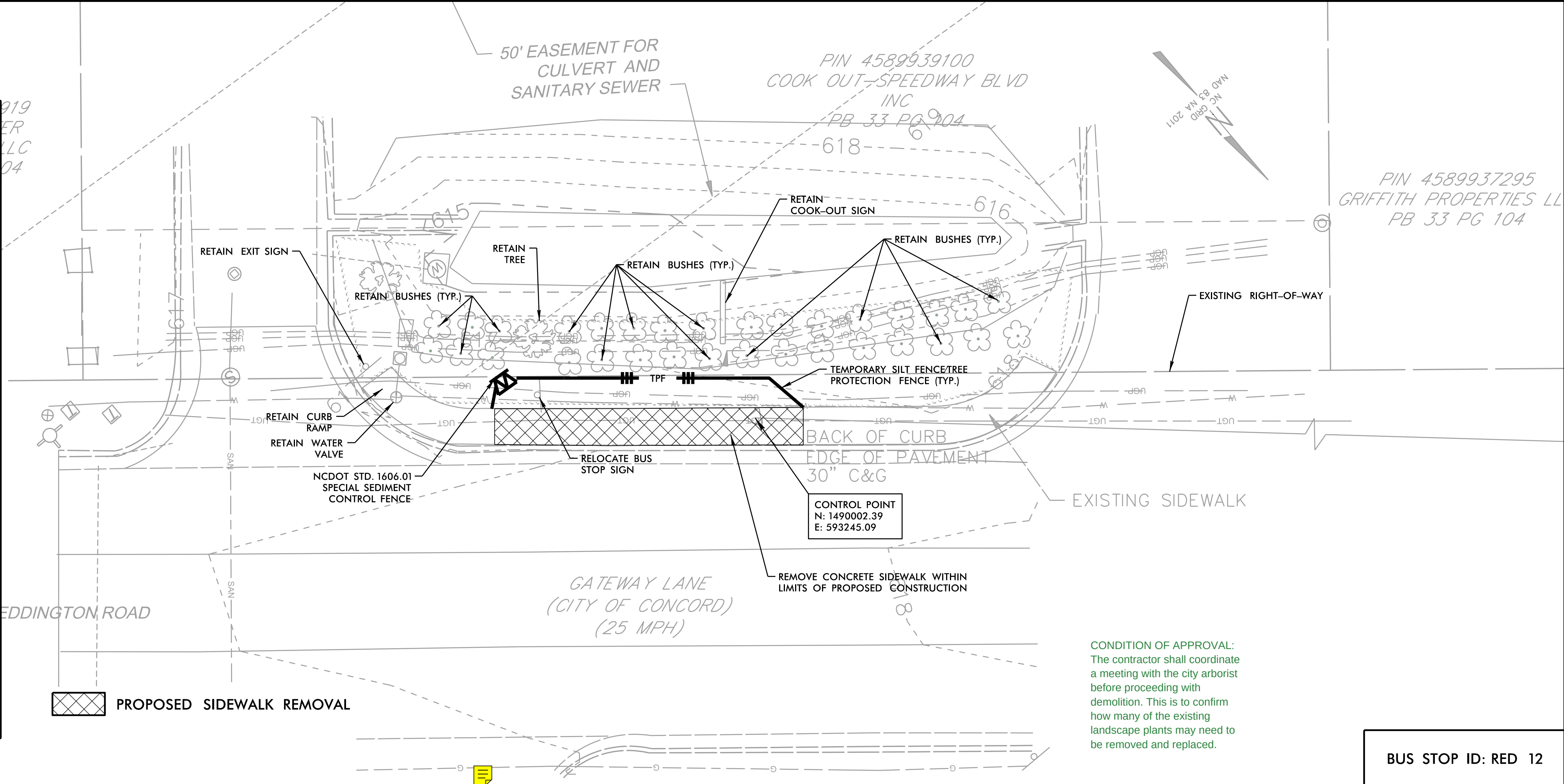
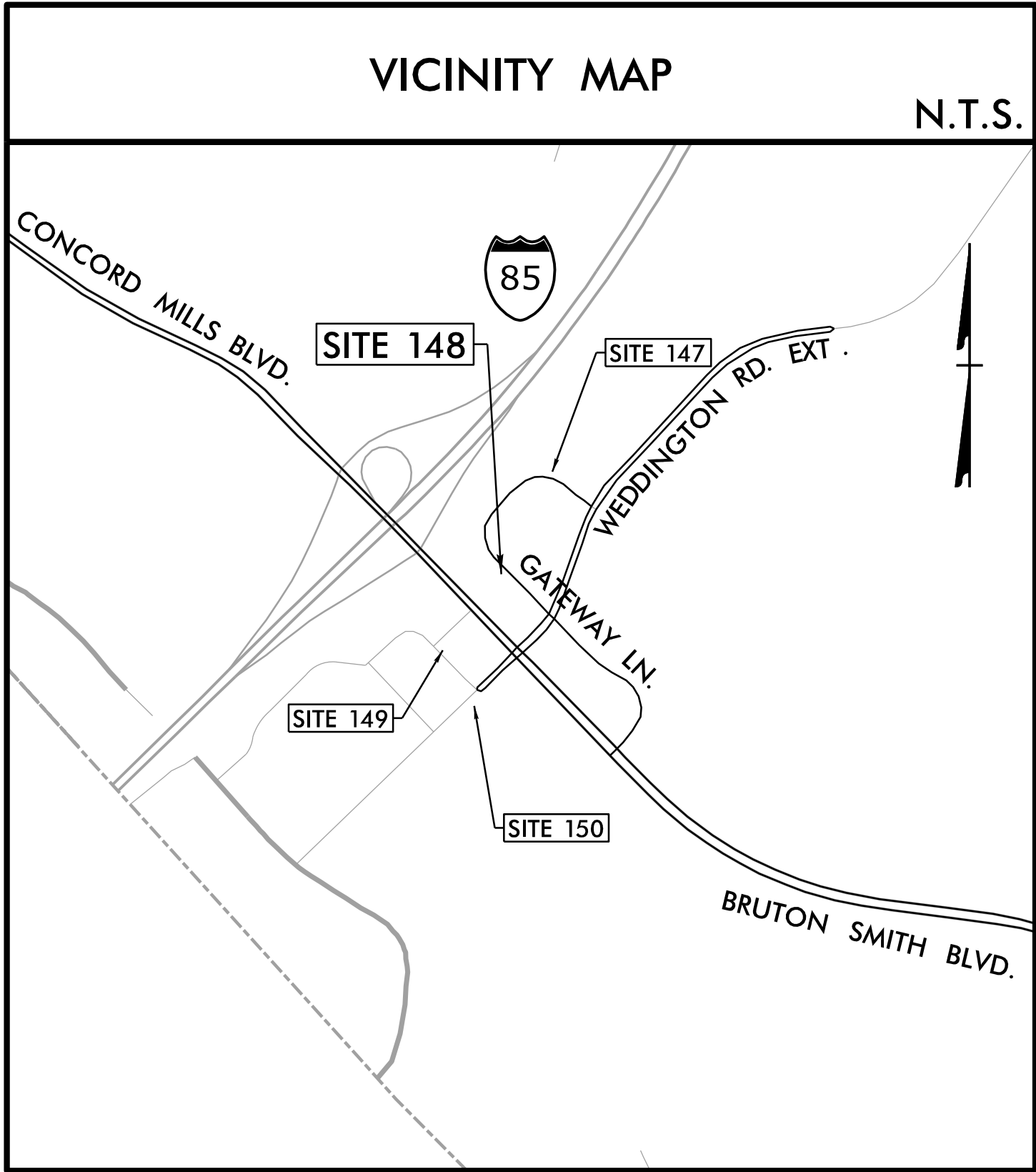
REVISIONS

DATE: 09/02/2022
DESIGNED BY: AJA
CHECKED BY: GSS



Infrastructure Consulting Services, Inc.
RKA
RAMEY KEMP ASSOCIATES
5808 Farlington Place
Raleigh, North Carolina 27609
Phone: 919-875-5115
NC License No. F-1489
www.rameykemp.com

EXISTING SURVEY/DEMOLITION PLAN

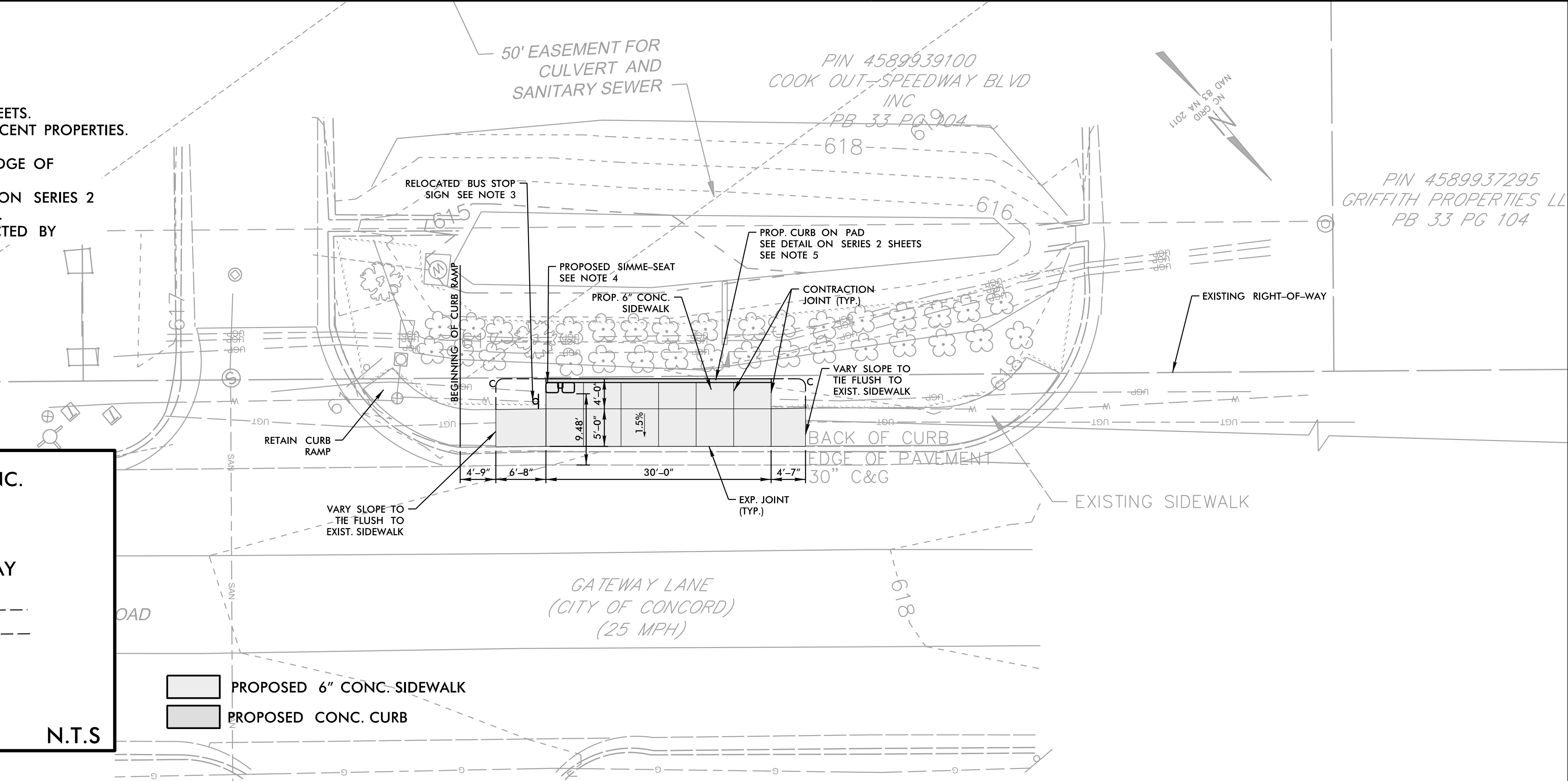
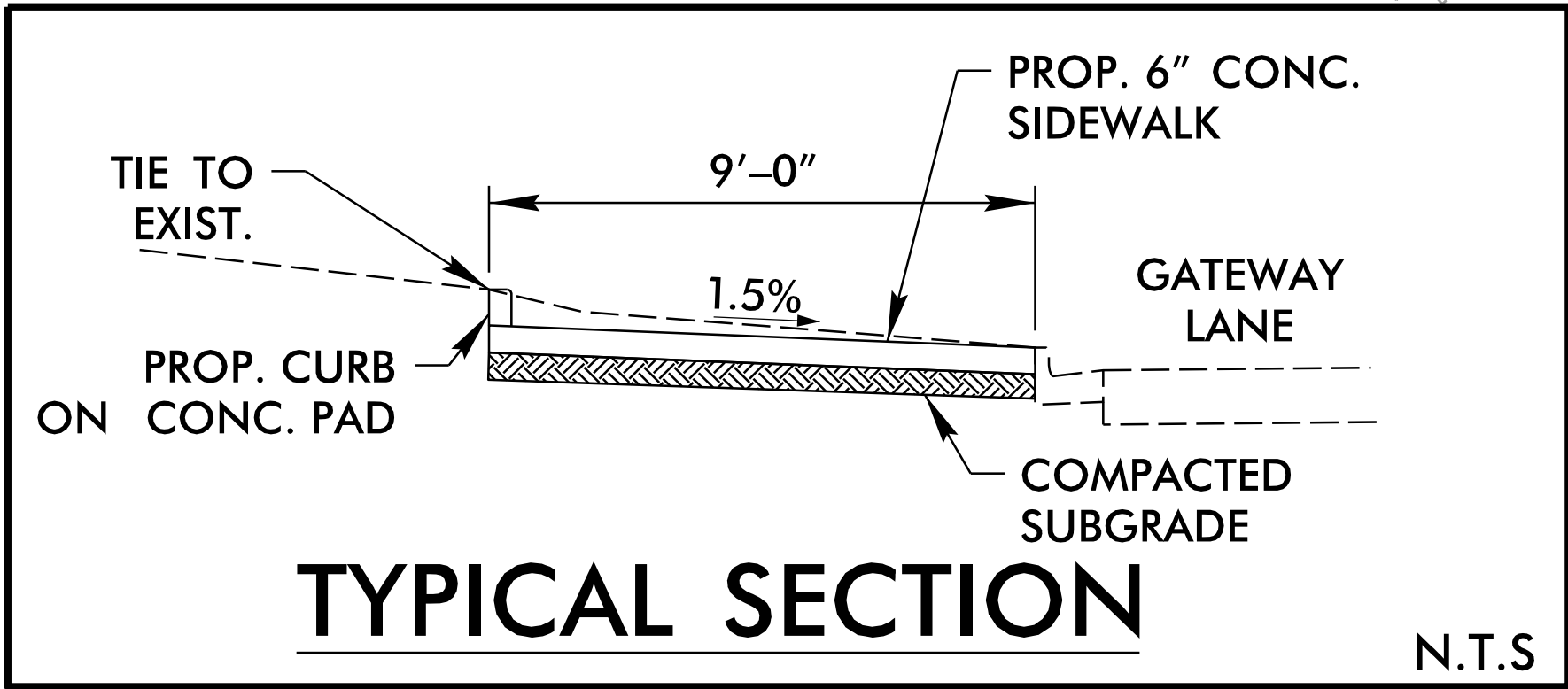


CONDITION OF APPROVAL:
The contractor shall coordinate a meeting with the city arborist before proceeding with demolition. This is to confirm how many of the existing landscape plants may need to be removed and replaced.

BUS STOP ID: RED 12

PROPOSED PLAN

- NOTES:
1. SEE GENERAL NOTES, LIST OF STANDARDS, & DETAILS ON SERIES 2 SHEETS.
 2. NO RIGHT-OF-WAY OR EASEMENTS HAVE BEEN ACQUIRED ON ADJACENT PROPERTIES. COMPLETE ALL WORK WITHIN EXISTING RIGHT-OF-WAY.
 3. MOUNT SIGN 84" ABOVE SIDEWALK. 2' MIN. & 8' MAX. CLEAR FROM EDGE OF PAVEMENT TO EDGE OF SIGN.
 4. INSTALL SIMME SEAT ON EDGE OF PROPOSED CONCRETE. SEE DETAIL ON SERIES 2 SHEETS FOR INSTALLATION INSTRUCTIONS AND REQUIRED HARDWARE.
 5. CURB HEIGHT TO BE SET AT 6" ABOVE PAD UNLESS OTHERWISE DIRECTED BY ENGINEER.



SITE NO.
148

CONNECTING COMMUNITY
Rider
Concord Kannapolis Area Transit

CITY OF CONCORD
RIDER TRANSIT BUS STOPS
GATEWAY LANE
AT COOK OUT

REVISIONS	DATE	DESIGNED BY	CHECKED BY	DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED
	11/02/2022	AJA	GSS	

0 5' 10'

SEAL
COTT SHAW
ENGINEER
050518
2022

Infrastructure Consulting Services, Inc.
RKA
RAMEY KEMP ASSOCIATES
5808 Farlington Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
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ITEMIZED PROPOSAL / SCHEDULE OF PRICES - BASE BID

City of Concord - Rider Transit Bus Stop Improvements - Set #1

Addition of bus stop and site amenities to bus stop locations generally consisting of grading, concrete pads and sidewalks, installing amenities, and other related items.

Item No.	Sect No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
1	PSP-1	MOBILIZATION/TRAVEL TIME	LS	1	\$47,500.00	\$47,500.00
2	PSP-2	DEMOLITION	LS	1	\$29,750.00	\$29,750.00
3	PSP-3	EARTHWORK	LS	1	\$29,000.00	\$29,000.00
4	PSP-4	EROSION CONTROL	LS	1	\$25,250.00	\$25,250.00
5	PSP-5	TRAFFIC CONTROL	LS	1	\$23,750.00	\$23,750.00
6	PSP-7	GRASS SOD / MULCH	SF	6300	\$6.00	\$37,800.00
7	PSP-8	FULL DEPTH ASPHALT PAVEMENT (3" S9.5C, 4" I19.0C, 5" B25.0C)	SF	17	\$30.00	\$510.00
8	PSP-9	ASPHALT PAVEMENT REPAIR (CONTINGENCY)	TON	2	\$500.00	\$1,000.00
9	PSP-10	6" CONCRETE SIDEWALK	SF	5620	\$18.00	\$101,160.00
10	PSP-11	6" CONCRETE PAD	SF	1780	\$20.00	\$35,600.00
11	PSP-12	REMOVE & REPLACE SIDEWALK (CONTINGENCY)	SF	500	\$25.00	\$12,500.00
12	PSP-13	5" MONOLITHIC CONCRETE ISLAND	SF	60	\$20.00	\$1,200.00
13	PSP-14	2'-6" CURB & GUTTER	LF	70	\$75.00	\$5,250.00
14	PSP-15	6" x 12" CONCRETE CURB	LF	50	\$50.00	\$2,500.00
15	PSP-16	CONCRETE CURB ON PAD	LF	145	\$50.00	\$7,250.00
16	PSP-18	CONCRETE CURB RAMP	EA	3	\$3,500.00	\$10,500.00
17	PSP-32	CONCRETE FLUME	EA	1	\$2,500.00	\$2,500.00
18	PSP-30	PEDESTRIAN SAFETY RAIL	LF	20	\$100.00	\$2,000.00
19	PSP-31	STEEL PIPE BOLLARDS	EA	3	\$1,000.00	\$3,000.00
20	PSP-19/PSP-20/PSP-21	INSTALL SHELTER & AMENITIES	EA	6	\$3,000.00	\$18,000.00
21	PSP-19/PSP-20/PSP-21	INSTALL SIMME-SEAT & AMENITIES	EA	13	\$1,200.00	\$15,600.00
22	PSP-22	RELOCATE BUS STOP SECURITY LIGHT SYSTEM	EA	2	\$1,500.00	\$3,000.00
23	PSP-23	RELOCATE SIGN	EA	2	\$300.00	\$600.00
24	PSP-25	ADJUST UTILITY BOX/VAULT	EA	2	\$1,500.00	\$3,000.00
SUBTOTAL #1						\$418,220.00
10% CONTINGENCY OF SUBTOTAL #1						\$41,822.00
TOTAL #1 (=SUBTOTAL #1 + 10% CONTINGENCY)						\$460,042.00
SAY (TOTAL #1)						\$470,000.00

The above unit prices and total cost represent Ramey Kemp & Associates, Inc. **opinion of most probable cost** for the subject project. RKA utilized unit costs obtained from contractors, vendors, subconsultants, similar construction bid packages and NCDOT bid packages in preparing this opinion. While RKA endeavors to use the most accurate and up to date unit cost available, the current market conditions are causing these costs to change daily. Additionally, RKA's **opinion** is based solely on quantity and not on construction phasing or ease of construction. The construction bid prices that are received by the owner will vary from contractor to contractor and their individual operating procedures. RKA is providing this **opinion of most probable cost** as an aid to the owner in budgeting, but is meant to serve only as a guideline for this project.

NOTE: 1. Unit costs were determined using the 2021 NCDOT Bid Averages and other relevant bids along with current market conditions and engineering judgement.

CONTRACTOR: _____

LICENSE NO.: _____

DATE: _____

BP-1

SIGNATURE: _____



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager

Subject: **MOTION** - Authorize the City's Transit Commission members to approve the purchase of the ADA-Accessible Hybrid Bus Purchase and adopt a Budget Amendment to fund the City's local portion of the bus purchase.

Action Requested by City Council

1. Motion to authorize the City's Transit Commission members to approve the purchase of the ADA-Accessible Hybrid Bus Purchase.
2. Motion to approve the budget amendment funding Kannapolis' local portion of the bus purchase.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Rider Transit's recent bus replacements (8 units) took two years, three different competitive grants, and three different orders to be able to move forward with those purchases to replace a rapidly aging fleet that was already past their useful life. Due to the recent infusion of CARES and ARP transit funding, while still receiving our normal FTA formula allocations in 2020, 2021 and 2022, Rider Transit has FTA grant funding in hand to proactively move forward with replacing our last two aging buses without having to compete for discretionary funding against the rest of the country. Additionally, over the last 18-24 months, the cost per unit of these vehicles has been increasing approximately \$10,000 per month, every month, due to supply chain costs and parts and materials availability issues. Moving forward with this purchase now will help ensure we have these replacement vehicles delivered as soon as possible, at the lowest cost possible, which will help minimize potential impacts on maintenance, operations, and most importantly, service delivery to our customers and communities.

Concord is a member of the Piedmont Authority for Regional Transportation (PART) consortium bus procurement contract that was established in 2020 for heavy duty 35' and 40' diesel and hybrid diesel electric buses. Rider Transit is seeking to purchase two (2) heavy-duty 35' hybrid buses using this contract to replace two of our existing buses that will meet their FTA designated useful life in the next 6-12 months.

Consider authorizing the City's Transit Commission members to vote in favor of signing a contract with Gillig LLC utilizing the Piedmont Authority for Regional Transportation (PART) consortium contract for the purchase of two (2) new 35' heavy duty hybrid electric diesel replacement bus for the Rider system.

Fiscal Implications

The FTA funds will cover 85% of the cost of the two vehicles (\$1,596,803). The remaining 15% (\$281,789) will be split 50/50 between Concord and Kannapolis (\$140,894.50 each).

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to authorize the City's Transit Commission members to approve the purchase of the ADA-Accessible Hybrid Bus Purchase (Recommended).
2. Motion to approve the budget amendment funding Kannapolis' local portion of the bus purchase (Recommended).
3. Take no action.
4. Table to a future meeting.

Attachments

1. CONCORD, NC 35' BRT LOW FLOOR BAE HYBRID QUOTE 7-6-2023
2. BA #24-06 Rider Buses



July 6, 2023

LJ Weslowski
Transit Manager
Concord Kannapolis Area Transit
3600 South Ridge Ave
Concord, NC 28025

Dear LJ,

Thank You for your interest in purchasing TWO (2) 35' Gillig BRT Low Floor BAE Hybrid bus utilizing options off the Piedmont, NC contract with GILLIG. I prepared the following price quote based on your previous specifications. I also included the applicable PPI adjustment per the contract. Please reference the price summary dated July 6, 2023, for complete details.

Gillig is pleased to quote the following:

35' BRT LOW FLOOR BAE HYBRID

\$939,296.00 Each

Pricing valid for Thirty (30) days and is FOB Concord, NC. Prices exclude any taxes and license fees. Delivery will be within 54 weeks after receipt of purchase order.

We thank you very much for this opportunity and appreciate your continued support. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Butch Sibley
Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-06**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 24th day of July 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

Description: This budget amendment appropriates fund balance to fund replacement hybrid bus purchases for CK Rider Public Transit. The FTA funds will cover 85% of the cost of the two vehicles (\$1,596,803). The remaining 15% (\$281,789) will be split 50/50 between Concord and Kannapolis (\$140,894.50 each). The City's share of this project is: \$140,895.

SECTION I– TRANSIT FUND

Revenues:	Increase – Fund Balance Appropriated Revenue: 77500-39900	\$140,895
Expenditure:	Increase – Capital Machinery and Equipment Expenditure: 77500-59500	\$140,895

This ordinance is approved and adopted this 24th day of July 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager
Subject: **MOTION** - Authorize the Mayor to execute a revised Concord and Kannapolis Joint Interlocal Agreement.

Action Requested by City Council

Motion to authorize the Mayor to execute a revised Concord and Kannapolis Joint Interlocal Agreement.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The joint interlocal agreement between Concord and Kannapolis for the operation and administration of Rider Transit was last updated in 2008. The changes in this update include:

- wording and reference updates to reflect current titles, practices, duties
- removed term limits from CKTC member positions
- clarified what constitutes a quorum and who can vote
- incorporated CCX cost sharing into this document
- removed the Community Advisory Committee until a future date when the merger of Rider Transit and CCTS is completed.

This update to the Concord and Kannapolis Rider Transit Joint Interlocal Agreement was approved by the Concord Kannapolis Transit Commission at their 10/13/21 meeting and by Concord City Council at their 12/9/21 meeting.

Fiscal Implications

There are no changes to the existing cost sharing agreements currently in place between Kannapolis and Concord.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to authorize the Mayor to execute a revised Concord and Kannapolis Joint Interlocal Agreement (Recommended)**
2. Take no action.
3. Table to a future meeting.

Attachments

1. 2021.11.1 - Rider Transit and CKTC Interlocal Agreement Revised

NORTH CAROLINA

CONCORD / KANNAPOLIS

THIS AMENDED JOINT INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF CONCORD** and the **CITY OF KANNAPOLIS**, municipal corporations organized under the laws of the State of North Carolina located in Cabarrus and Rowan Counties, North Carolina.

W I T N E S S E T H:

WHEREAS, the parties hereto have the power pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone, or to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into contracts and agreements to specify the details of these joint undertakings; and

WHEREAS, the City of Concord (“Concord”), the City of Kannapolis (“Kannapolis”) and the Cabarrus Rowan Metropolitan Planning Organization (“MPO”) commissioned studies of the feasibility and implementation of operating a fixed route transit system within Cabarrus/South Rowan counties (the “Area”); and

WHEREAS, an MPO Advisory Committee recommended an Interlocal Agreement as the mechanism for effecting the partnership of the two cities; and

WHEREAS, Concord and Kannapolis desire through this Interlocal Agreement to establish a centrally governed and managed system of fixed route public transportation service for the Area;

NOW, THEREFORE, Concord and Kannapolis mutually agree as follows:

- I. **Purpose.** The purpose of this Agreement is to establish a public transportation system for the Area. This Agreement will provide the organizational, financial, and administrative structure for a public transportation system to serve the citizens of the Area.

II. **Concord Kannapolis Transit Commission (CKTC)**

- A. **Composition.** A public body known as the CKTC shall be responsible for fulfilling the public transportation system's purpose. The CKTC shall consist of both voting and non-voting members. The governing body of Concord shall appoint two voting members, and the governing body of Kannapolis shall appoint two voting members. All voting members appointed by a governing body shall be duly elected and currently seated members of the governing body.

The CKTC shall appoint or provide for the appointment of one non-voting representative of the North Carolina Department of Transportation.

- B. **Term of Office.** Subject to the provisions of Paragraph II.A, each member of the CKTC shall serve a three-year term and may be eligible for reappointment.

- C. **Vacancies.** Any vacancy on the CKTC shall be filled by the governing body responsible for appointing the member whose seat has been vacated or by the CKTC. Any member filling a vacant term shall serve the remainder of the unexpired term.

- D. **Chairperson.** In addition to the four voting members described in Paragraph II.A, the Mayor of Concord shall serve as CKTC Chairperson in odd-numbered calendar years and the Mayor of Kannapolis shall serve in this role during even-numbered calendar years. The change in CKTC Chairperson shall occur at the first CKTC regular meeting

following January 1 of each year. The Chairperson shall preside over all meetings of the CKTC.

- E. **Quorum**. A majority (3 of 5) of the voting membership of the CKTC shall constitute a quorum sufficient for the transaction of business. The voting membership shall include the Chairperson. In the event that the Chairperson is unable to attend, they may designate a Chair Pro Tem during their absence.
- F. **Meetings**. The CKTC shall schedule meetings not less than once per quarter at a time and place to be determined by the CKTC.
- G. **CKTC Meeting Minutes**: Rider Transit staff shall be responsible for maintaining accurate CKTC meeting minutes.
- H. **Compensation**. Members of the CKTC shall be entitled to reimbursement for their expenses incurred in connection with service to the CKTC, but shall not receive salaries, per diems, or any other forms of compensation.
- I. **Responsibilities**.
 - a. To recommend entering into contracts for the provision of professional services.
 - b. To recommend to Concord and Kannapolis the purchase, lease or acquisition of vehicles, equipment, materials, and supplies.
 - c. To recommend to Concord and Kannapolis the acquisition or lease of real property or personal property and the construction of public buildings and facilities.
 - d. To establish, alter, supplement, or abolish public transit routes throughout the Area.

- e. To recommend the establishment, affixation, or modification of rates, fares, fees, schedules or other charges for public transportation services throughout the Area.
 - f. To prepare, amend, or recommend the abolishment of plans for public transportation services throughout the Area.
 - g. To recommend the management, review, and approval of applications for funding assistance from Federal, State, and local agencies necessary to provide adequate funding for the operation of public transportation services.
 - h. To recommend reasonable regulations for fixed route public transportation services to Concord and Kannapolis.
 - i. To execute such further responsibilities as may be assigned of the CKTC by Concord and Kannapolis.
- J. **Transit Director**. The City Manager of Concord, with the approval of the CKTC, shall appoint a Transit Director who shall be responsible for managing and operating the public transportation system under the guidance and direction of the CKTC. The Transit Director shall work with Rider Transit staff in preparing agendas, informational reports, financial reports, action plans, and recommendations for the CKTC. The City Manager shall set the compensation of the Transit Director and conduct their annual performance evaluation with the input of the CKTC. Subject to approval by the City Manager and in accordance with budgets adopted by Concord and Kannapolis, the Transit Director shall employ staff to assist in providing public transportation services. The Transit Director and all transit staff shall be employed directly by Concord or work under a contract with Concord to provide needed services. When the Transit Director and/or the transit staff

are performing tasks that are not related to transit operations, the salary and fringe benefit costs for that non-transit time shall not be charged to the budget of the transit system.

In addition to the above, the Transit Director shall develop and submit to Concord, Kannapolis, the MPO, and the CKTC the following:

1. Proposed long-range public transportation plans;
2. Proposed annual operating budgets;
3. Proposed five-year capital programs and budgets;
4. Annual and periodic assessments of service and progress on planned activities;
and
5. Any other reports, plans, or programs as directed by the CKTC or City Manager.

K. **Quarterly Reports.** The CKTC shall prepare a report for submission to Concord and Kannapolis at the end of each quarter. At a minimum, the quarterly report shall address service levels, ridership performance, and major events or occurrences. The fourth quarter report also shall include year-end results for the CKTC.

III. **Finances**

A. **Fiscal Year.** The fiscal year for the public transportation system shall begin July 1 and end June 30 of each year.

B. **Sharing of Net Operating Costs.** Kannapolis' share of net operating costs (defined as the cost of the annual Service Provider contract and the purchase of fuel) shall be based on the proportion of hours operated within their jurisdiction compared to the hours for the entire public transportation system. Note: By mutual agreement, the net operating costs for the Concord Charlotte Express (CCX) are split 50/50 between the two cities. Net operating costs reflect Concord's receipt of all operating revenues including transit fares,

fees, rents, and state and federal transit grants. Kannapolis shall transfer their share of net operating costs to Concord within thirty (30) days of receipt of a quarterly report that indicates the amount of Kannapolis' share. The fourth quarter report to Kannapolis shall reflect the audited number of hours and overhead/administrative expenses incurred by Concord as provided for in Paragraph III.G. and shall incorporate any adjustments to previous invoices.

- C. **Budget.** Annually, the Transit Director shall submit a proposed capital and operating budget for public transportation services to Concord and Kannapolis to the CKTC for their review and approval at least sixty (60) days prior to the beginning of the public transportation system's fiscal year. The budget shall provide revenues equal to expenditures. The operating budget shall indicate the costs to be borne by Concord and Kannapolis based on the scheduled hours of operation in each city and any other cost sharing standards outlined in this document. Upon receipt of the budget, the Concord City Manager and Kannapolis City Manager shall have thirty (30) days to review the proposed budget and Managers will advise their respective cities. The CKTC shall make such adjustments to the budget as are necessary based on the anticipated funding and the City Managers' recommendation. Concord and Kannapolis shall include transit funding in their adopted budget on or before July 1 of each year for the following fiscal year.
- D. **Signature Authority and Designated Recipient.** Concord and Kannapolis hereby designate the City of Concord as the signature authority for the submission of all applications for all rural and urban funding assistance and as the designated authorized recipient of rural and urban grant assistance.

- E. **Fiscal Support.** The CKTC shall use revenues from the fare box and user charges, government grants, and appropriations made by Concord and Kannapolis. Pursuant to General Statute § 20-97 (c) of the North Carolina General Statutes, Concord and Kannapolis may each levy a municipal vehicle tax of not more than five dollars (\$5 .00) per year upon any vehicle resident in each city for financing, constructing, operating, and maintaining the public transportation system. The CKTC shall not be empowered to levy any tax. As of July 1, 2008 Concord and Kannapolis shall share the expenses for all expenses (excluding the Net Operating Costs defined above in Section III B) needed for public transportation system operations. Concord, as lead agency, shall effect these purchases according to paragraph F of this section, and shall dispose of any unneeded property in accordance with Section IV, paragraph E. The net expenses after any reimbursements or other revenue are applied shall be shared on a 50/50 basis.
- F. **Use of Funds.** Concord is authorized to use the funding in accordance with the annually adopted budget described in Paragraph III.C. herein to operate the public transportation system and for purposes including but not limited to the following:
- 1.) Employment of staff;
 - 2.) Contracts for services;
 - 3.) Procurement of equipment, materials, supplies, and vehicles following appropriate approvals; and
 - 4.) Any other purpose deemed to be necessary for the operation of the fixed route public transportation system within the approved budget.
- G. **Audit.** Concord shall arrange for an annual independent audit of financial records, including overhead and administrative expenses; operating miles and hours; and

management practices to be performed by a certified public accounting firm. The audit report shall be submitted to the CKTC, the MPO, and Kannapolis as soon as it is completed.

- H. **Accounting Services.** Concord shall provide the accounting services for the public transportation system. The associated costs of a 0.5 FTE from the City of Concord Finance Department shall be included in the annual budget each year to assist with this service.

IV. **General Provisions.**

- A. **Termination.** This Agreement may be terminated in writing by any party upon not less than one (1) year's prior written notice to the other party.
- B. **Effective Date.** The effective date of this Agreement shall be as of the date written on the first page of this Agreement.
- C. **Facilities.** Concord shall provide facilities for the CKTC, Transit Director, and administrative staff of the public transportation system until other arrangements are made by the CKTC or until the City gives not less than six (6) months prior written notice to the CKTC that such facilities are needed by the Concord. Concord shall include in the operating budget the cost of any facilities provided to the transit system to the extent that they are dedicated to transit operations. When facilities are being shared between the transit system and another Concord department, Concord shall prorate the facility's cost based on the percentage of time that it is used for transit operations. Concord may contract for the operation of the fixed route public transportation system, which may include office space for selected operational functions and vehicle maintenance.

- D. **Ownership.** Concord shall acquire any real property needed for the public transportation system during the course of this Agreement.
- E. **Disposition of Property upon Termination.** In the event this agreement is terminated, all capital assets acquired for the public transportation system shall become the sole property of Concord until they can be equally distributed. All assets acquired for the public transportation system shall be distributed equally between Concord and Kannapolis based on market value at that time. Any revenue gained during the operation of the transit system from the sale of capital or personal property transit assets shall be returned to the transit system, or its successor in interest.
- F. **Duration.** This Agreement shall remain in effect unless terminated as provided in Paragraph IV.A.
- G. **Amendment.** This Agreement may be amended only by a written document signed by both parties to this Agreement.
- H. **Miscellaneous.** This Agreement constitutes the entire Agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the parties are merged herein. This Agreement may not be changed orally, but only by a written document signed by all parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of the Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, no party may convey or assign its interest in this Agreement without the prior written approval of the other parties. The provisions of this Agreement shall be governed by and

construed and enforced in accordance with the laws of the State of North Carolina. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all which taken together shall constitute one and the same instrument.

- I. **Notices.** Notices to be given pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid, addressed to be the mailing address given herein and shall be deemed effective upon the date received via personal delivery or certified mail. The parties shall be responsible for notifying each other of any change of address. Mailing addresses of the parties are as follows:

Concord City of Concord
 Attention: City Manager
 35 Cabarrus Avenue W
 Concord, North Carolina 28025

With a copy to the City Attorney at the same address.

Kannapolis City of Kannapolis
 Attention: City Manager
 401 Laureate Way
 Kannapolis, North Carolina 28081

IN WITNESS WHEREOF, the parties have here onto affixed their hands and seals on duplicate originals, one of which shall be retained by each party, this the day and year first above written.

ATTEST:

CITY OF CONCORD

Kim J. Deason, City Clerk
(Corporate Seal)

By _____
Bill Dusch, Mayor

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

Pam Hinson, Finance Director

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2023.

Notary Public

My commission expires: _____

ATTEST:

CITY OF KANNAPOLIS

Bridgette Bell, MMC, NCCMC
(Corporate Seal)

By _____
Darrell Hinnant, Mayor

APPROVED AS TO FORM

Walter Safrit, City Attorney

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

Brian Roberts, Finance Director

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Bridgette Bell personally appeared before me this day and acknowledged that she is the City Clerk of the City of Kannapolis and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2023.

Notary Public

My commission expires: _____



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director, Mike Legg, City Manager
Subject: **RESOLUTION** - Amending the Kannapolis Code of Ordinances for Downtown Private Use Zones.

Action Requested by City Council

Motion to approve a Resolution amending the Kannapolis Code of Ordinances for Downtown Private Use Zones.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On July 26, 2021, City Council approved a Resolution adopting an Ordinance to amend the Kannapolis Code of Ordinances to establish Downtown Private Use Zones.

City Council discussed these possible amendments to this Ordinance at their work session meeting on June 19, 2023. Staff proposed amendments to the Kannapolis Code of Ordinances, Downtown Private Use Zones, Section 9-34. General Standards for Outdoor Dining, (2) Development Standards (a), to include language adding the option for the City to provide chairs and tables and include the fees related to that expense. Staff also proposed amending the Private Use Zone Fee Schedule.

City Council was in agreement for the related fees to be amended as presented. City Council did determine, however, that it would be more appropriate for the City to provide the tables and chairs to be rented for outdoor dining and the use of public space. City Council directed staff to remove the option of outdoor furniture being provided by the property owner and/or business and adding the provision for the City to provide these for an annual rental fee.

The proposed amendments to the Kannapolis Code of Ordinances are attached as Exhibit A and B and shown in bold, red text.

Fiscal Implications

Amendments to the City's Fee Schedule are necessary to accompany the ordinance amendment.

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to adopt the Resolution amending the Kannapolis Code of Ordinances for Downtown Private Use Zones (Recommended).**
2. Table the matter to a future meeting.
3. Take no action.

Attachments

1. Private Use Zone Ordinance Amendment Adopted 7-26-2021
2. Resolution Approving 2nd Amendment to Kannapolis City Code of Ordinances (Private Use Zone) 7-24-2023
3. Private Use Zone Ordinance 7.24.2023
4. Exhibit A - Private Use Zone Fees Amended 7-23-2023
5. Private Use Zones 1.4
6. Private Use Zones 2.4
7. EXISTING Private Use Zone Map 2 Blocks 3, 6, 7
8. EXISTING Private Use Zone Map 1 Blocks 1, 2, 8

**CITY OF KANNAPOLIS
ORDINANCE TO ESTABLISH DOWNTOWN PRIVATE USE ZONES**

BE IT ORDAINED that the City Council for the City of Kannapolis does hereby amend the Kannapolis City Code by the addition of Chapter 2, Article III, “Downtown Private Use Zones” as follows:

“Sec. 9-31 Purpose and Intent.

Pursuant to the provisions of North Carolina General Statutes 160A-11, 160A-174, 160A-175, 160A-178 and 160A-194, the purpose of this Ordinance is to establish regulations relating to Outdoor Dining and Outdoor Display of merchandise and other temporary and special event activities which encroach into Private Use Zones typically as an ancillary component of an adjacent or nearby primary business which is located in Downtown Kannapolis. It is intended that such uses will enhance the Downtown experience and will not unduly restrict public access or enjoyment or detract from the image or appearance of the Downtown area.

Sec. 9-32. Definitions.

The following definitions shall apply in the interpretation of this Ordinance:

“Block” shall mean a tract of land with or without buildings bounded on at least three sides by publicly maintained streets.

“Downtown Kannapolis” (“Downtown”) is defined as an area bounded by Vance Street to the south, Laureate Way to the north, Dale Earnhardt Boulevard to the west and the railroad right-of-way to the east.

“Establishment” (or “Food Establishment” or “Food and Beverage Establishment”) shall mean the operating business or tenant to which an Outdoor Dining, Outdoor Display, Mobile Food Vending, Vending Unit, Mobile Cart and Food Truck is associated. “Associated” means operated by the same vendor management providing identical services.

“Food” is defined as its usual and ordinary meaning, and shall include all items designed for human consumption, including, but not by way of limitation, candy, popcorn, hot dogs, tacos, sandwiches, peanuts, soft drinks, ice cream and dairy products.

“Food Truck” is defined as a commercially manufactured motorized vehicle in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for service, sale or distribution.

“License” is defined as a permit issued by the City allowing the Licensee to conduct business in the Downtown Private Use Zones.

“Merchant” as defined in Chapter 9, Article II, of the Kannapolis City Code shall have no application to the provisions of this Article III and are not eligible for Licenses issued pursuant to this Article.

“Mobile Cart” is defined as a mobile, nonmotorized vehicle or conveyance which is intended to be pushed, pulled or otherwise used by a mobile vendor for the transport of any food, goods, wares or merchandise of any name, nature or description.

“Mobile Food Vendor” is defined as a seller of foods from a mobile food preparation van, cart or other conveyance, whether upon the public streets, alleys or public property or on private property. This definition shall include the term cart, mobile cart or food cart.

“Mobile Vendor” is defined as a transient vendor with no established business in the Downtown who is selling or delivering food or goods.

“Outdoor Dining” is defined as the use of an adjacent, outside area by a food or beverage establishment for the same eating and drinking activities that occur within the associated Establishment.

“Outdoor Display(s)” is defined as use of a space where commercial goods, merchandise and signs are placed outside a building for display or sale purposes, and in conjunction with permanent commercial uses located inside an associated Establishment.

“Primary Private Use Zones” (or “Primary Zones”) are areas within the public domain or public right-of-way that are located immediately adjacent to all Downtown building faces and extending outward two (2) feet.

“Public Accommodation” is defined as a use or facility designed and utilized strictly for the convenience of access and locations which are frequented by the public. Examples include bank teller machines, payment kiosks and postal shipping drop-off boxes.

“Secondary Private Use Zones” (or “Secondary Zones”) are defined as designated areas within the public domain or public right-of-way including streets, parking areas, sidewalks, landscaped areas, plazas and similar public use areas intended to also be available for private business use or public accommodation pursuant to this Ordinance. In some cases, the Secondary Zones overlap with Primary Zones. With the exception of some parking areas, these Secondary Zones are further depicted in Section 9-42.

“Reserved Parking” in a Secondary Private Use Zone is defined as publicly maintained parking spaces Downtown which may be available for private parking or other non-parking uses on a limited or temporary basis.

“Temporary Private Use Zones” (or “Temporary Zones”) are areas Downtown available for temporary, short-term private use that include: 1) all Secondary Use Zones not subject

to a valid License, and 2) the following areas which are not available for issuance of a License:

- a. Reading Room on the west side of West Avenue, south of Cannon Baller Way.
- b. Event Lawn on the west side of West Avenue, south of Cannon Baller Way.
- c. Platform 1 adjacent to the Event Lawn.
- d. Platform 2 on the east side of West Avenue, north of Cannon Baller Way.
- e. Pergola on the east side of West Avenue, north of West A Street.
- f. Pump House Patio on the west side of West Avenue, south of Cannon Baller Way.
- g. Reading Room Terrace on the west side of West Avenue, south of Cannon Baller Way.
- h. Putting Green on the west side of West Avenue, adjacent to Vance Avenue.

These Temporary Private Use Zones are further depicted in Section 9-42.

“Vending Unit” means a mobile van, cart, or other conveyance, stand or any facility that is not on a permanent foundation that complies with the International Building Code, and which is used for the sale or delivery of food or goods.

Sec 9-33. Private Use Zones.

- (1) Private Use Zones are located in Downtown Kannapolis as defined in this Ordinance. Private Use Zones are further depicted in Section 9-42; however the specific dimensions and locations may be adjusted as part of the License issuance described in Section 9-37.
- (2) Outdoor Dining shall only be permitted within any Secondary Private Use Zone pursuant to this Ordinance.
- (3) Outdoor Displays shall be permitted within a Primary Private Use Zone or any Secondary Private Use Zones pursuant to this Ordinance.
- (4) Outdoor Dining and Outdoor Displays in the Private Use Zones shall not extend beyond the boundaries of the Block where the associated Establishment is located. The City Manager or designee shall have the authority to waive this restriction in cases where the Purpose or Intent of this Ordinance is maintained.
- (5) Temporary Private Use Zones shall be available for short-term rental to any group, business or individual for any lawful purpose. The rental fees shall be determined by the City Council and adopted as part of the City’s Fee Schedule which may be amended from time to time.
- (6) All publicly maintained parking spaces Downtown may be designated as Reserved Parking and shall be treated the same as all other Secondary Private Use Zones pursuant to this ordinance.

(7) Mobile Food Vending, Vending Units, Mobile Carts and Food Trucks shall be permitted in Downtown in Secondary Private Use Zones when exclusively related to an associated Establishment subject to the provisions of this ordinance. Notwithstanding the foregoing, these uses shall not be located beyond the boundaries of the Block where the associated Establishment is located. The City Manager or designee shall have the authority to waive this restriction in cases where the Purpose or Intent of this Ordinance is maintained.

Sec. 9-34. General Standards for Outdoor Dining.

(1) Location Standards.

- a) Outdoor Dining areas must not obstruct business entrances.
- b) Outdoor Dining areas shall not encroach into an adjacent pedestrian passageway. The pedestrian passageway shall be a minimum unobstructed width of seven (7) feet on West Avenue and five (5) feet on all other Downtown streets. This pedestrian passageway shall be measured from the Outdoor Dining area boundaries to any obstruction including but not limited to light standards, benches, seat walls, stages, and street trees. The above-listed required minimum passageways will be reviewed on a case-by-case basis and the City Manager or designee shall make minor modifications as necessary.
- c) Outdoor Dining areas shall not be located within six (6) feet of any open street, alleyway crosswalk, or driveway open to vehicular traffic.
- d) Outdoor Dining areas shall not be located within six (6) feet of any fire hydrant or standpipe.

(2) Development Standards.

- (a) ~~Chairs, tables, lighting and other fixtures shall be provided by the Establishment and of a quality and style that is consistent with the publicly owned and maintained fixtures in other parts of Downtown. The design, quality, materials and colors used for chairs, tables, lighting and other fixtures shall complement the architectural style and colors used on the adjacent buildings and other public spaces in Downtown. Establishments must obtain approval from the City Manager or designee in advance for the furniture, lighting, barriers, umbrellas, and other fixtures to be used in the Outdoor Dining area. Pictures and layouts should be submitted as part of the approval request.~~

The City will provide chairs and tables on behalf of the Establishment and charge an annual fee for the use of the fixtures to the owner of real property where the Establishment is located (which may be the same entity). The tables and chairs will remain the property of the City. A valid license, as

described in Sec. 9-37, shall be required prior to the City purchasing any tables and chairs. The fee for the tables and chairs will be established in the fee schedule described in Sec. 9-37. Other fixtures needed to effectively operate the Outdoor Dining area will be the responsibility of the Establishment.

- (b) Outdoor Dining areas shall be physically separated from all adjacent pedestrian passageways with fencing, swag roping, decorative plants, landscape planters, or similar architectural barriers that prevent encroachment of tables and chairs or other facilities or equipment into the adjacent pedestrian passageway. The City Manager or designee may relax this standard if there is no encroachment into the pedestrian passageway; provided however the City Manager or designee shall not relax any standard set forth by any other governmental entity with jurisdiction over Outdoor Dining activities.
 - (c) Lighting shall be required for Outdoor Dining areas where food or drink will be served during the evening hours. Existing, City-maintained lighting may be used to comply with this requirement. Additional lighting fixtures may be added to the Outdoor Dining area but must be decorative and complement the architectural character of the building and area. Lights mounted on the adjacent building shall not cause direct glare or other visual obstruction to pedestrians or vehicle drivers along the adjacent street and should illuminate only the Outdoor Dining and adjacent pedestrian oriented areas. Electrical cords may not cross pedestrian passageways.
 - (d) Portable umbrellas for individual tables may be permitted provided they do not obstruct the public pedestrian areas and required pedestrian passageway. Umbrellas must be stored at close of business and during windy conditions.
 - (e) Tents, canopies, temporary enclosures and similar structures are prohibited.
 - (f) No permanent fixtures, facilities, or structures are permitted. Drilling of holes into pavers is prohibited unless expressly permitted by the City Manager or designee.
 - (g) No business, product, or other advertising signing (including umbrellas) are permitted in any Private Use Zone except as may be necessary to communicate the relationship of the Outdoor Dining area with the associated Establishment.
- (3) Operational Standards.
- a) Outdoor Dining areas shall be continuously supervised by the Establishment's employees. Food Establishments serving alcoholic beverages shall have a supervisor, at least 21 years of age, on-site at all

times of operation. Any behavior that disturbs customers or passersby in the public pedestrian areas will constitute grounds for revocation of the License to operate in an Outdoor Dining area.

- b) Establishments are required to maintain all areas in and around the Outdoor Dining area in a manner which is clean, sanitary and free of food and beverage products, litter and debris.
- c) The Outdoor Dining hours of operation shall be limited to the hours of operation of the associated Establishment.
- d) All plans and Licenses for the Outdoor Dining area approved by the City must be kept on the premises for public inspection at all times during which the associated Establishment is open for business.
- e) Outdoor Dining areas shall be operated in a manner that meets all requirements of the Cabarrus Health Alliance and all other applicable regulations, laws, ordinances and standards. Food Establishments serving alcoholic beverages shall also obtain all necessary permits required by the North Carolina Alcoholic Beverage Commission.
- f) Outdoor Dining facilities/furniture may remain in the Private Use Zones when the Establishment is closed. However, no storage of furniture and fixtures is allowed in Outdoor Dining areas. Storage is defined as stacking or clustering furniture and fixtures in a such a way that these items are not set up for immediate use and detract visually from the downtown environment.

Sec. 9-35. General Standards for Outdoor Display.

(1) Locational Standards.

- (a) All Outdoor Displays must be placed so as not to obstruct business entrances.
- (b) Outdoor Displays in the Primary Private Use Zone shall not encroach more than two (2) feet from the adjacent building face. Outdoor Displays in either the Primary or Secondary Private Use Zones must be placed so that there is a clear pedestrian passageway of at least seven (7) feet on West Avenue and five (5) feet on all other Downtown streets. The above-listed required minimum passageways will be reviewed on a case-by-case basis and the City Manager or designee shall make minor modifications as necessary.
- (c) Outdoor Displays shall not be located within six (6) feet of any street, alleyway crosswalk, or driveway open to vehicular traffic.

- (d) Outdoor Displays shall not be located within six (6) feet of any fire hydrant or standpipe.
 - (e) Outdoor Displays located in the Private Use Zones shall not encroach into any adjacent pedestrian passageway or public use areas.
 - (f) Outdoor Displays shall be placed so as not to interfere with the reasonable use of storefront windows for display purposes by adjacent businesses.
 - (g) Outdoor Displays shall not unreasonably obstruct visibility of other Establishments.
 - (h) Outdoor Displays shall not create a vehicle or pedestrian hazard.
- (2) Operational Standards.
- (a) All Outdoor Displays shall be limited to artwork and pottery, flowers and plants, general merchandise related to the associated Establishment or other items which are determined by the City Manager or designee to be consistent with the intent of this Ordinance and the City's overall Downtown revitalization objectives.
 - (b) The design and configuration of Outdoor Displays shall be attractive, compatible with the architecture of the building, and incorporate themes, colors and materials that are consistent with adjacent buildings and other public spaces in Downtown.
 - (c) All Outdoor Displays shall be portable in nature and removed from public view at the close of each business day.
 - (d) Outdoor Displays shall be maintained in a clean, neat and attractive condition, and in good repair at all times.
 - (e) Tents, canopies, temporary enclosures and similar structures shall be permitted in Secondary Private Use Zones on an occasional, temporary basis subject to prior approval by the City Manager or designee.
 - (f) No permanent fixtures, facilities, or structures shall be permitted.
 - (g) Outdoor Displays may include A-frame signs with a maximum area of six (6) square feet on both sides with a maximum height of three (3) feet and a two (2) foot width. All signage regulations within the Kannapolis Development Ordinance apply to Downtown Kannapolis.
 - (h) Restaurant menu signs will be allowed if they do not exceed six (6) square feet and shall be limited to one per business per sidewalk facing side.

- (i) Outdoor Displays shall be allowed only within the same hours of operation of the associated Establishment.

Sec. 9-36. Reserved Parking.

- (1) Reserved Parking spaces shall be considered as Secondary Private Use Zones for the purposes of this ordinance and all applicable provisions shall apply.
- (2) Reserved Parking spaces may only be approved for Monday through Friday from 8:00 AM to 5:00 PM. This limitation shall not apply to parking spaces specifically depicted on the Private Use Zone Maps in Sec. 9-42.
- (3) Enforcement of the private, restricted use of Reserved Parking spaces shall be the responsibility of the licensee and/or the owner of the Establishment as described in Sec. 9-37.
- (4) The City will appropriately sign or otherwise mark the Reserved Parking spaces as reserved in accordance with the provisions of this ordinance.

Sec. 9-37. License and Fees.

- (1) Licenses shall be issued only to the fee simple owners of real estate in Downtown where the primary business is located. The property owner shall be ultimately responsible for proper operation of the permitted use for which the License is approved. However, it is understood and expected that an Establishment will be the responsible operational entity.
- (2) Licenses will not be required for use of any Primary Private Use Zone for Outdoor Displays, but such uses shall comply with the provision of this Ordinance.
- (3) A License shall be secured from the City before any Outdoor Dining or Outdoor Display within a Secondary Private Use Zone may commence.
- (4) All Licensed locations shall provide to the Licensee exclusive rights to the use of the leased space, but the Licensee may permit public use at its sole discretion. Enforcement of these rights will be the responsibility of the Licensee.
- (5) Licenses shall include an annual License Fee which shall be paid in advance for the purposes of defraying the costs incidental to the proceedings and for compensation to the public for removal of the Private Use Zone from day-to-day public use.
- (6) License Fees shall be determined by the City Council and adopted as part of the City's Fee Schedule which may be amended from time to time.

- (7) A License shall not be valid and considered fully executed until the License Fee is paid in accordance with the terms of the Agreement.
- (8) A License shall have an initial term no longer than one (1) year from its execution.
- (9) All fees collected as part of the administration of this Ordinance shall be earmarked in a special City fund and used exclusively for ongoing promotion and enhancement of Downtown. The use of these funds will be authorized at the sole discretion of the City Manager or designee upon receiving input from Downtown Kannapolis property owners and tenants.
- (10) Licenses are not transferable.

Sec. 9-38. Review Process.

- (1) Review Authority. The City Manager or designee shall have administrative authority to review, approve and revoke any License in their sole and exclusive discretion.
- (2) Conditions of Approval. The City Manager or designee may impose reasonable conditions to ensure that Outdoor Dining and Outdoor Display areas operate in a manner that is not detrimental to the public health, safety and welfare, is consistent with all applicable codes, policies and guidelines, and enhances the image, appearance and vitality of the area in which the use is located. This includes, but is not limited to, authority to regulate the design, layout, materials, colors, quality and appearance of Outdoor Dining and Outdoor Display areas; to establish specific location, utility, signage and other requirements for Mobile Food Vending, Vending Units, Mobile Carts and Food Trucks; to require security deposits, insurance and other reasonable financial guarantees and to prescribe operating terms which the licensed entity must follow.
- (3) Consideration of Existing Conditions. The City Manager or designee may adjust the provisions of Sec. 9-34 and Sec. 9-35 in situations where conditions existed prior to the adoption of this ordinance and strict compliance will cause significant financial or operational hardships.

Sec. 9-39. Insurance.

- (1) The Licensee at its own expense, shall purchase and maintain for the duration of a valid License Comprehensive General Liability Insurance and contractual liability assumed under this agreement. Such policy or policies of insurance shall be for limits of not less than \$1,000,000 bodily injury and property damage liability and will be subject to future review and adjustment at the request of the City. Certificates of Insurance shall be furnished to the City Manager or designee at the time of License application, naming the City of Kannapolis as additional insured, and containing the provision that 30 days written notice will be given to

the City prior to cancellation or change in the required coverage.

Sec. 9-40. Revocation and Amendments.

- (1) Revocation of License. The City Manager or designee may terminate the License at any time and require the immediate removal of all privately owned items in the applicable Private Use Zone for reasons of public safety or non-compliance with the terms and conditions of its License. In such event the City Manager or designee will provide written notice of the termination to the Licensee providing the date by which items are to be removed. The Licensee binds itself, its successor(s) and assign(s), to promptly remove said items without any cost to the City. Should the encroaching items not be removed within the period specified in the notice, the City may recover any cost associated with the removal of said items.
- (2) The City reserves the right to amend, alter or change the regulations or requirements contained in any License upon further review and consideration for reasons of public safety, adopted public policy, ordinance, or operational concerns without any cost to the City. In such event, the City Manager or designee will notify the Licensee in writing of such changes.
- (3) The City Manager or designee reserves the right to temporarily suspend any License upon seven (7) days' notice because of anticipated or actual conflicts in the use of sidewalk areas due to street repairs, parades, festivals and other similar events. Said notice shall not be required whenever an emergency situation requires prompt action. In such emergency situations, the City reserves the right and privilege to remove or alter furniture, equipment, merchandise and similar items.

Sec. 9-41. Appeals.

- (1) Persons who are denied a License or whose License has been suspended or revoked may appeal by filing a written notice of appeal with the City Manager.
- (2) The appeal must be submitted to the City Clerk's office within 10 days after the notice of the decision is provided to the Licensee.

Sec. 9-42. Private Use Zone Maps.

- (1) Map 1: Blocks 1, 2 and 8



(2) Map 2: Blocks 3, 6 and 7



Sec. 9-43. Penalties.

Violations of this ordinance shall subject the offender to a civil penalty upon the issuance of a citation as provided in Sec. 1-14.”

Adopted this the 26th day of July, 2021.

Milton D. Hinnant
Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

RESOLUTION
APPROVING AN AMENDMENT TO
KANNAPOLIS CITY CODE OF ORDINANCES

WHEREAS, North Carolina General Statutes Chapter 160A authorizes municipalities to exercise regulatory authority over the public property and activities taking place thereon; and

WHEREAS, the exercise of that authority by the City of Kannapolis is for the benefit of the public health, safety and welfare of the citizens of the City; and

NOW, THEREFORE, BE IT RESOLVED that:

1. Chapter 9, Article III of the Kannapolis Code of Ordinances “Downtown Private Use Zones” is hereby amended.
2. The amendments are attached hereto and incorporated herein.
3. The Ordinance shall take effect from and after adoption of this Resolution.
4. Further, the Private Use Zone section of the Adopted Fiscal Year 2022 Fee Schedule (adopted June 28, 2021 and revised July 26, 2021) is replaced in its entirety with the section attached hereto and incorporated herein.

Adopted the 24th day of July, 2023

Milton D. Hinnant
Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**CITY OF KANNAPOLIS
ORDINANCE TO AMEND DOWNTOWN PRIVATE USE ZONES**

BE IT ORDAINED that the City Council for the City of Kannapolis does hereby amend the Kannapolis City Code, Chapter 2, Article III, "Downtown Private Use Zones" as follows:

Sec. 9-34. General Standards for Outdoor Dining.

(1) Location Standards.

- a) Outdoor Dining areas must not obstruct business entrances.
- b) Outdoor Dining areas shall not encroach into an adjacent pedestrian passageway. The pedestrian passageway shall be a minimum unobstructed width of seven (7) feet on West Avenue and five (5) feet on all other Downtown streets. This pedestrian passageway shall be measured from the Outdoor Dining area boundaries to any obstruction including but not limited to light standards, benches, seat walls, stages, and street trees. The above-listed required minimum passageways will be reviewed on a case-by-case basis and the City Manager or designee shall make minor modifications as necessary.
- c) Outdoor Dining areas shall not be located within six (6) feet of any open street, alleyway crosswalk, or driveway open to vehicular traffic.
- d) Outdoor Dining areas shall not be located within six (6) feet of any fire hydrant or standpipe.

(2) Development Standards.

- (a) ~~Chairs, tables, lighting and other fixtures shall be provided by the Establishment and of a quality and style that is consistent with the publicly owned and maintained fixtures in other parts of Downtown. The design, quality, materials and colors used for chairs, tables, lighting and other fixtures shall complement the architectural style and colors used on the adjacent buildings and other public spaces in Downtown. Establishments must obtain approval from the City Manager or designee in advance for the furniture, lighting, barriers, umbrellas, and other fixtures to be used in the Outdoor Dining area. Pictures and layouts should be submitted as part of the approval request.~~

The City will provide chairs and tables on behalf of the Establishment and charge an annual fee for the use of the fixtures to the owner of real property where the Establishment is located (which may be the same entity). The

tables and chairs will remain the property of the City. A valid license, as described in Sec. 9-37, shall be required prior to the City purchasing any tables and chairs. The fee for the tables and chairs will be established in the fee schedule described in Sec. 9-37. Other fixtures needed to effectively operate the Outdoor Dining area will be the responsibility of the Establishment.

Adopted this the 24th day of July, 2023.

Milton D. Hinnant
Mayor

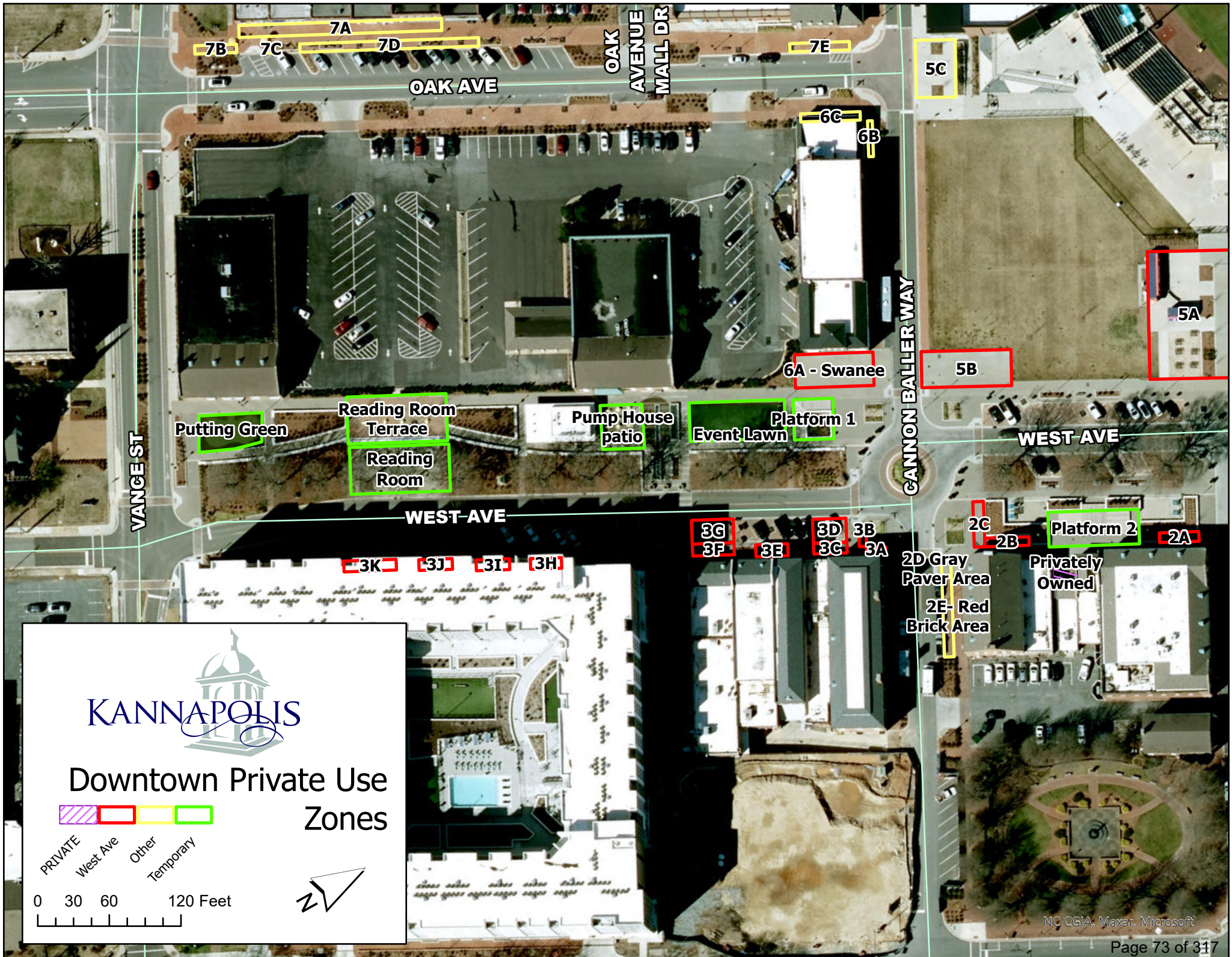
Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT A

Private Use Zone Fees							
Private Use Zone ID	Measure Adjacent to Building Face		Sq. Ft.	Hourly Rate	After Hours Hourly Rate	Max. Annual License Fee	Location
	Parallel	Perpendicular					
1A	19	38	722	\$10.00	\$15.00	\$181	West Ave
1B	44	7	308	\$5.00	\$10.00	\$77	West Ave
1C	54	14	756	\$10.00	\$15.00	\$189	West Ave
1D	44	7	308	\$5.00	\$10.00	\$77	West Ave
1E	28	30	840	\$10.00	\$15.00	\$210	West Ave
1F	18	7	126	\$5.00	\$10.00	\$32	West Ave
1G	308	4	1232	\$10.00	\$15.00	\$308	A Street
2A	33	8	264	\$5.00	\$10.00	\$66	West Ave
2B	37	7	259	\$5.00	\$10.00	\$65	West Ave
2C	9	38	342	\$5.00	\$10.00	\$86	West Ave
2D	12	8	96	\$5.00	\$10.00	\$24	Cannon Baller Way
2E	68	12	816	\$10.00	\$15.00	\$204	Cannon Baller Way
3A	16	3	48	\$5.00	\$10.00	\$12	West Ave
3B	6	16	96	\$5.00	\$10.00	\$24	West Ave
3C	28	9	252	\$5.00	\$10.00	\$63	West Ave
3D	28	20	560	\$10.00	\$15.00	\$140	West Ave (Parking Spaces for non parking uses)
3E	27	10	270	\$5.00	\$10.00	\$68	West Ave
3F	35	10	350	\$5.00	\$10.00	\$88	West Ave
3G	35	20	700	\$10.00	\$15.00	\$175	West Ave (Parking Spaces for non parking uses)
3H	26	9	234	\$5.00	\$10.00	\$59	West Ave
3I	28	9	252	\$5.00	\$10.00	\$63	West Ave
3J	28	9	252	\$5.00	\$10.00	\$63	West Ave
3K	44	9	396	\$5.00	\$10.00	\$99	West Ave
5A	84	106	8904	\$10.00	\$15.00	\$2,226	West Ave
5B	76	40	3040	\$10.00	\$15.00	\$760	Cannon Baller Way
5C	66	36	2376	\$5.00	\$10.00	\$594	Cannon Baller Way
5A	60	23	1380	\$10.00	\$15.00	\$345	West Ave
6B	30	4	120	\$5.00	\$10.00	\$30	Cannon Baller Way
6C	50	7	350	\$5.00	\$10.00	\$88	Oak Ave
7A	170	10	1700	\$20.00	\$25.00	\$425	Oak Ave
7B	35	7	245	\$5.00	\$10.00	\$61	Oak Ave
7C	6	7	42	\$5.00	\$10.00	\$11	Oak Ave
7D	150	7	1050	\$10.00	\$15.00	\$263	Oak Ave
7E	50	7	350	\$5.00	\$10.00	\$88	Oak Ave
8A	225	18	4050	NA	NA	\$1,013	Main Street (Parking Lot for non parking uses)
Reserved Parking Space (1)	9	18	162	\$5.00	NA	\$162	All Public Parking Spaces (for vehicular parking)
Reading Room	62	34	2108	\$20.00	\$25.00	NA	West side of West Avenue, south of Cannon Baller Way
Event Lawn	70	23	1610	\$25.00	\$30.00	NA	West side of West Avenue, south of Cannon Baller Way
Platform 1	30	26	780	\$25.00	\$30.00	NA	Adjacent to the Event Lawn
Platform 2	60	20	1200	\$30.00	\$35.00	NA	East side of West Avenue, north of Cannon Baller Way
Pergola	28	26	728	\$20.00	\$25.00	NA	East side of West Avenue, north of West A Street
Pump House Patio	28	30	840	\$25.00	\$30.00	NA	West side of West Avenue, south of Cannon Baller Way
Reading Room Terrace	82	32	2706	\$20.00	\$25.00	NA	West side of West Avenue, south of Cannon Baller Way
Putting Green	55	27	1485	\$20.00	\$25.00	NA	West side of West Avenue, adjacent to Vance Avenue
Outdoor Table and Two Chairs	NA	NA	NA	NA	NA	\$600	Within a Private Use Zone with a valid annual license
Outdoor Table and Two Chairs	NA	NA	NA	NA	NA	\$300	Within a Private Use Zone with a valid annual license

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.





KANNAPOLIS

Downtown Private Use Zones

PRIVATE

West Ave

Other

Temporary

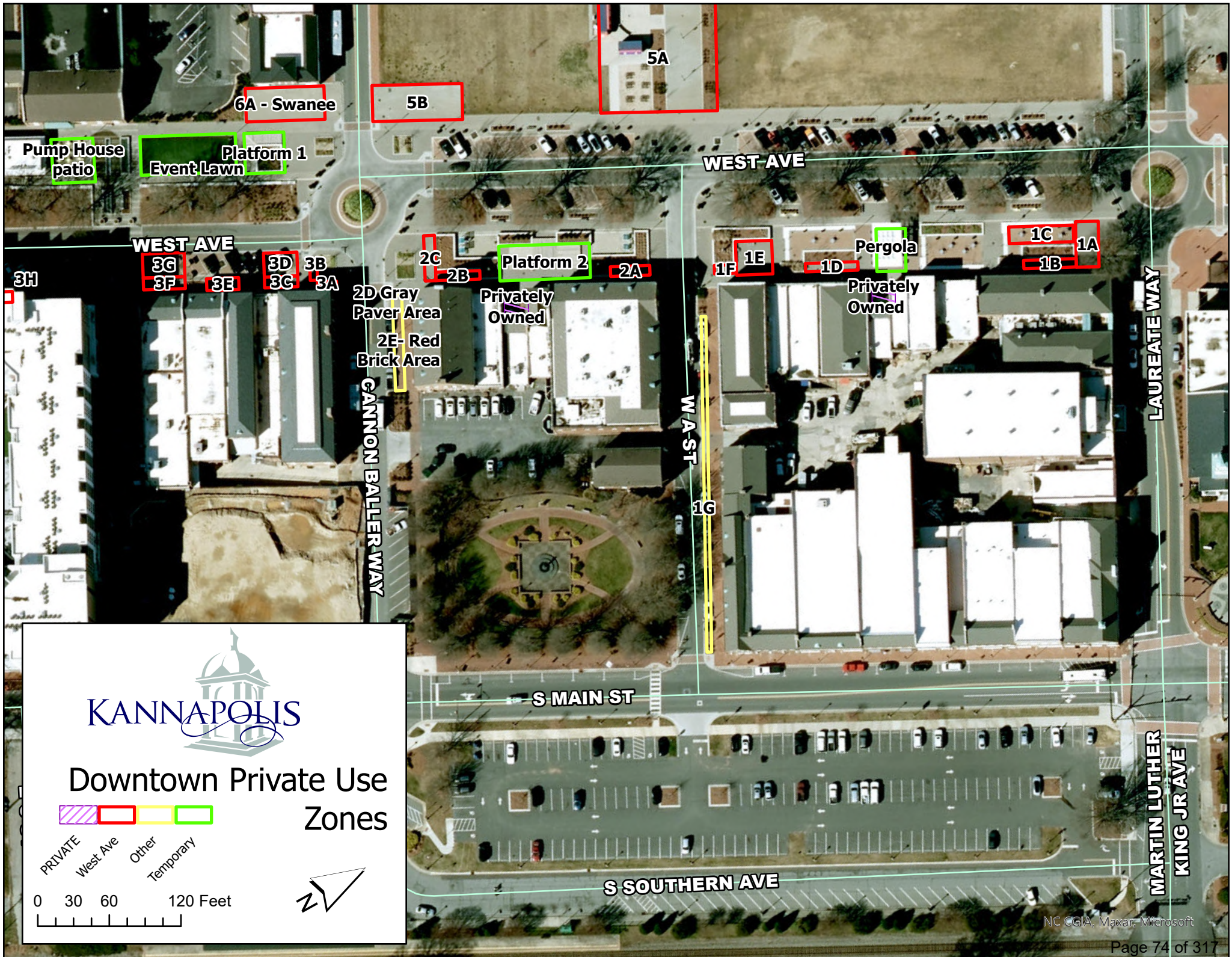
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30

60

120 Feet



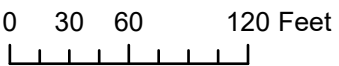


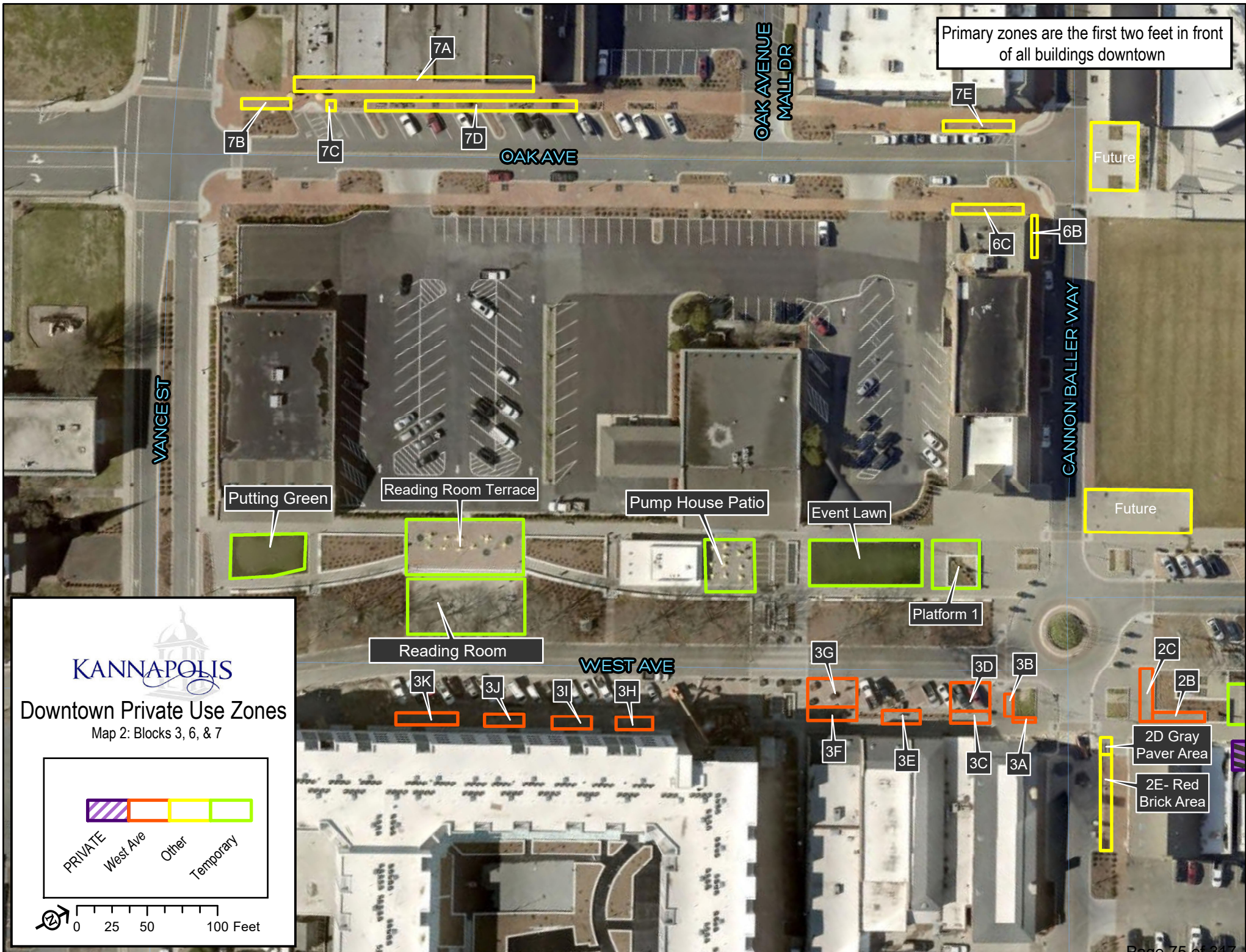
KANNAPOLIS

Downtown Private Use Zones



PRIVATE
West Ave
Other





Primary zones are the first two feet in front of all buildings downtown

Future

Future



KANNAPOLIS

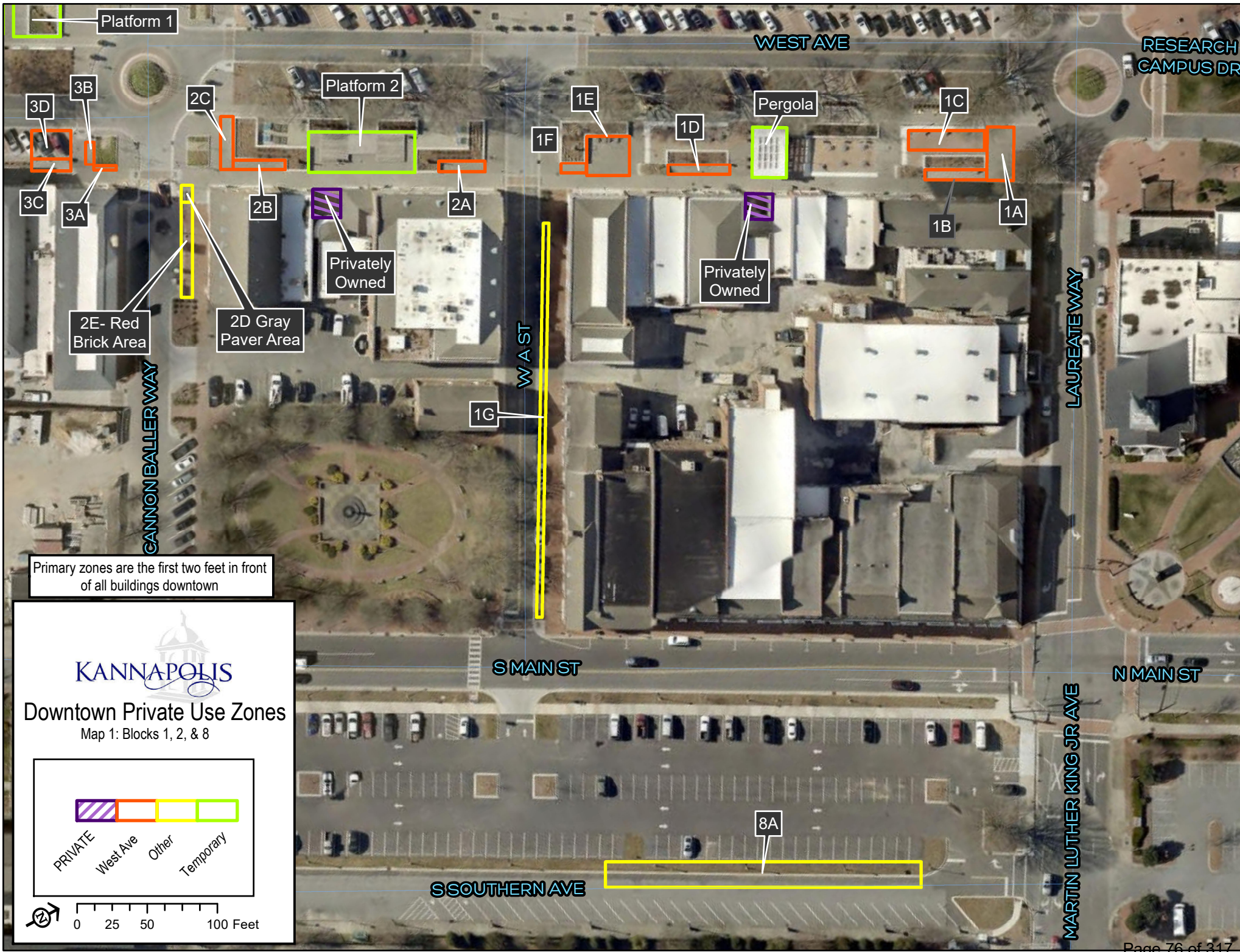
Downtown Private Use Zones

Map 2: Blocks 3, 6, & 7

PRIVATEWest AveOtherTemporary



02550100 Feet





Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Tina Cline, Human Resource Director
Subject: **MOTION** - Amend the City's Personnel Policy 600.07 – Sick Leave

Action Requested by City Council

Motion to amend Personnel Policy 600.07 – Sick Leave as presented to be effective August 1, 2023

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In November 2022 the policy was amended to allow the transfer of all unused accumulated sick leave balances from the employee's most recent local governmental employer, but the policy limits the transfer of hours to just those employers who are participating in the North Carolina Local Government Retirement System, which includes cities and counties.

Requested Amendments:

Proposed amendments include:

Eligibility and Accrual:

Clarify part time employees and temporary/seasonal employees are ineligible for sick leave

Credit for Accumulation from Previous Employment:

- Allow the transfer of unused accumulated sick leave balances from other governmental entities that participate in the Teachers' and State Employees' Retirement System (TSERS)
- Allow the transfer of unused accumulated sick leave balances from other governmental entities that participate in the Legislative Retirement System (LRS)
- Allow the transfer of unused accumulated sick leave balances from other governmental entities that participate in the Consolidate Judicial Retirement System (CJS)

Time Increments:

Clarify sick leave may be taken in 15-minute increments.

Sick Leave Abuse:

Add a definition, examples, and consequences of sick leave abuse

These amendments will make employment with the City of Kannapolis more attractive to employees of other governmental entities and will better assist managers and supervisors with managing leave abuse within their departments.

Fiscal Implications

None.

Policy Issues

Approve the policy amendments as presented.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to amend Personnel Policy 600.07 – Sick Leave as presented to be effective August 1, 2023 (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. 600.07 Sick Leave - Effective 08_01_2023



CITY OF KANNAPOLIS

PERSONEL POLICIES AND PROCEDURES

SUBJECT: Sick Leave

POLICY NUMBER: 600.07

EFFECTIVE DATE: January 1, 1995

APPROVED:

City Manager

AMENDMENT DATE(S): July 1, 1997

November 1, 1997

February 22, 1999

October 1, 2002

December 1, 2005

March 23, 2020

November 16, 2022

August 1, 2023

SUBJECT: SICK LEAVE

PURPOSE: To establish guidelines for the use of sick leave.

STATEMENT OF POLICY:

All full-time employees shall, upon approval of the supervisor or department head, be granted sick leave when absent from work for any of the following reasons: sickness, mental illness, quarantine, temporary disability, bodily injury, required physical or dental examinations, and treatment or exposure to a contagious disease when continuing work might jeopardize the health of others. Accrued sick leave may also be used to care for an employee's immediate family member, as defined by this policy. Sick leave with pay is not a right that an employee may demand but a privilege for the benefit of an eligible employee.

Eligibility and Accrual. Full-time employees shall be entitled to accrue sick leave bi-weekly at the rate of 3.70 hours (4.90 hours for fire suppression personnel). Sick leave shall accrue on the last day of the pay period. Sick leave shall not accrue during authorized extended leaves of absence without pay.

The following employees are not eligible for sick leave:

Class 2: Part-time 2B and 2C employees,
Class 3: Temporary/Seasonal

It is the responsibility of the Human Resources Office to ensure that proper accountability of sick leave is kept on all eligible employees. This shall include keeping a record of accruals and utilization.

Calculation of Sick Leave. Unused sick leave will be cumulative for an indefinite period. Sick leave shall be taken, recorded and rounded off to the nearest quarter hour. No sick leave will be given to an employee in excess of the amount earned and available to the employee. An employee shall utilize vacation time when sick leave has been exhausted. When an employee is transferred to another position, any unused, accumulated sick leave shall transfer with the employee.

Retirement Credit for Accumulated Sick Leave. Upon retirement accrued sick leave is credited to years of service for the purposes of the Local Government Employees Retirement System (LGERS).

Credit for Accumulation from Previous Employment. Unused, accumulated sick leave balances are not paid out at the time of termination of employment. Employees will not be paid for these hours, nor will an employee be credited for the unused hours if subsequently re-employed by the City.

Employees hired on or after November 16, 2022, who were previously employed by a participating governmental entity in one of the following systems:

- North Carolina Local Government Employees' Retirement System (LGERS)
- **Teachers' and State Employees' Retirement System (TSERS)**
- **Legislative Retirement System (LRS)**
- **Consolidated Judicial Retirement System (CJS)**

may receive credit with the City of Kannapolis for unused accumulated sick leave earned each pay period or monthly, provided the employee presents a statement from the entity confirming the employee's ending sick leave balance and that the employee was not reimbursed for these days. This only applies to governmental entities that were the employee's most recent place of employment immediately preceding their employment with the City of Kannapolis.

Current active employees hired prior to November 16, 2022, who transferred leave from another governmental entity are also eligible to receive credit for the balance of sick leave hours.

Use of Sick Leave. Except for qualifying circumstances or events under the Family or Medical Leave Act (FMLA), sick leave benefits shall be limited to the employee and when illness, injury, or a medical appointment of a member of an employee's immediate family (that lives in the same household as the employee, and/or for whom the employee has legal responsibility) requires the presence of the employee.

Notification of the desire to take sick leave should be submitted to the employee's supervisor or department head prior to the leave or not later than 30 minutes after the beginning of the scheduled workday. Failure to do so may result in denial of such leave pay. To ensure that sick leave privileges are used only for authorized purposes, employees may be asked to obtain medical certification. Employees who are absent for more than three (3) consecutive days may be required to provide medical certification of the illness to their supervisor upon returning to work.

An employee who is on sick leave shall keep his/her supervisor or department head advised in a timely manner as to condition and expected date of return to duty.

Sick leave may also be used for death in the employee's immediate family for time away from work that exceeds Bereavement Leave.

Time Increments.

Sick leave can be taken in 15-minute increments.

Sick Leave Abuse. Claiming or taking sick leave under false pretense to obtain time off with

pay be considered sick leave abuse. Employees found to be abusing sick leave shall be subject to disciplinary action up to and including termination of employment. Examples of sick leave abuse may include, but are not limited to:

- An employee calls in sick on a day that had been previously denied as a vacation day.
- An employee establishes a pattern of taking sick leave around a weekend, scheduled days off, or surrounding holidays.
- An employee establishes a pattern of taking sick leave as soon it is accrued.

An employee who is collecting Worker's Compensation Benefits as a result of an on-the-job injury shall receive sick leave benefits only for the first seven (7) calendar days following the injury/illness. Refer to related Administrative Policy, WORKERS' COMPENSATION.

It is the responsibility of each department head or designated supervisor to ensure the provisions of this policy are observed. Department heads will ensure any sick leave used will be requested and accurately reflected with the submission of time sheets. Corrective action should be taken in instances of suspected abuses or misinterpretation of the use of sick leave on time sheets.

Negative Balance

With the approval of the City Manager when, in his opinion, circumstances require and after the employee has exhausted all other paid leave (sick leave, vacation leave, and banked holiday hours), an employee may be allowed to incur a negative sick leave balance not to exceed twice the employee's weekly regularly scheduled hours.

When an employee has a negative sick leave balance, all bi-weekly accrued leave hours (including accrued vacation leave hours) and banked holiday hours shall be applied to the negative sick leave balance until the negative balance is satisfied.

Use of Sick Leave for Family or Medical Leave Act (FMLA) Qualifying Events.

Three-Day Rule. If an employee takes more than three consecutive days of sick time, the employee is required to report the status of his/her sickness to their immediate supervisor. The supervisor should consult with human resources to determine if the sickness falls under the provisions FMLA. If the sickness falls under the provisions, Family Medical Leave policy will become effective immediately.

Employees placed on leave under the FMLA as a result of the employee's own serious health condition or the serious health condition of a spouse, son or daughter, or parent will be required to use all applicable paid leave prior to being placed on leave without pay. Paid leave will be

counted toward the twelve-week entitlement. The employee may be required to file certification by a health care provider. Refer to related Administrative Policy, FAMILY OR MEDICAL LEAVE ACT.

Except in cases of bona-fide serious health conditions, sick leave will not be granted to an otherwise eligible employee requesting leave under the FMLA for the following reasons:

- 1) the birth of a son or daughter, in order to care for such child; or
- 2) the placement of a son or daughter with the employee for adoption or foster care.

Medical Certifications. If requested, the employee shall file certification by a health care provider stating the cause of the absence and the nature of the illness before sick leave payment is authorized.

The City may require return to work certification (i.e., a fitness-for-duty" report) when the need for leave was occasioned by the employee's own serious health condition that made the employee unable to perform the essential functions of the job. Fitness-for-duty certification will not be required when intermittent or reduced work schedules are utilized.

DATE: _____ **APPROVAL:** _____



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Tina Cline, Human Resource Director
Subject: **MOTION** - Amend City's Personnel Policy 600.08 – Vacation Leave

Action Requested by City Council

Motion to amend Personnel Policy 600.08 – Vacation Leave as presented to be effective August 1, 2023.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In November 2022 the policy was amended to allow the transfer of up to 80 hours unused accumulated vacation leave balances from the employee's most recent local governmental employer, but the policy limits the transfer of hours to just those employers who are participating in the North Carolina Local Government Retirement System, which includes cities and counties.

The last policy amendment also recognizes years of service with the previous local governmental employer for the purposes of determining an employee's accrual rate with the City of Kannapolis.

Requested Amendments:

Proposed amendments include:

Determining the Years of Creditable Service:

- Amended to recognize years of service with the previous local governmental employer for the purposes of determining an employee's accrual rate with the City of Kannapolis.
- Clarify part time employees and temporary/seasonal employees are ineligible for vacation leave accrual

Credit for Accumulation from Previous Employment:

- Allow the transfer of up to 80 hours unused accumulated vacation leave from other governmental entities that participate in the Teachers' and State Employees' Retirement System (TSERS)
- Allow the transfer of up to 80 hours unused accumulated vacation leave from other governmental entities that participate in the Legislative Retirement System (LRS)
- Allow the transfer of up to 80 hours unused accumulated vacation leave from other governmental entities that participate in the Consolidate Judicial Retirement System (CJS)

Time Increments:

Clarify vacation leave may be taken in 15-minute increments.

These amendments will make employment with the City of Kannapolis more attractive to employees of other governmental entities.

Fiscal Implications

None.

Policy Issues

Approve the policy amendments as presented.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to amend Personnel Policy 600.08 – Vacation Leave as presented to be effective August 1, 2023 (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. 600.08 Vacation Leave - Effective 08_01_2023



CITY OF KANNAPOLIS

PERSONEL POLICIES AND PROCEDURES

SUBJECT: **VACATION LEAVE**

POLICY NUMBER: **600.08**

EFFECTIVE DATE: January 1, 1995

APPROVED:

City Manager

AMENDMENT DATE(S): August 1, 2015
August 1, 2017
January 15, 2020
March 23, 2020
December 1, 2021
November 16, 2022
July 10, 2023

SUBJECT: VACATION LEAVE

PURPOSE: To establish guidelines for the accrual and use of vacation leave

STATEMENT OF POLICY:

All full-time employees shall accrue and utilize annual leave in accordance with the schedule and procedures established within this policy.

Eligibility and Accrual

Annual leave shall, on the last day of the pay period, accrue for each pay period of continuous employment from the last date of hire.

For each pay period thereafter, annual leave shall accrue on the last day of the pay period according to the established rate schedule. The employee's full time creditable service date (including any required waiting period) shall be used for determining the rate of vacation leave accrual.

Years of Creditable Service	Hours Earned Each Pay Period
Less than 5	4.32 hours
5 but less than 10	5.24 hours
10 but less than 15	6.16 hours
15 but less than 20	7.09 hours
Over 20	8.00 hours

All qualified fire suppression personnel shall earn vacation leave at the following rates:

Years of Creditable Service	Hours Earned Each Pay Period
Less than 5	5.52 hours
5 but less than 10	6.74 hours
10 but less than 15	7.96 hours
15 but less than 20	9.18 hours
Over 20	10.42 hours

Vacation leave shall not accrue during authorized extended leaves of absence without pay. Part-time, temporary, and special shift employees shall not earn vacation nor be entitled to vacation upon separation.

In the event an employee has incurred a negative sick leave balance, bi-weekly accrued vacation leave shall apply to the negative sick leave balance until the negative balance is satisfied.

It is the responsibility of the Human Resource Office to ensure that proper accountability of vacation leave is kept on all eligible employees. This shall include keeping a record of accruals and utilization.

Determining the Years of Creditable Service

Effective December 14, 2022, new hires who transfer to the City of Kannapolis from one of the following North Carolina retirement systems:

- Local Government Employees' Retirement System (LGERS)
- Teachers' and State Employees' Retirement System (TSERS)
- Legislative Retirement System (LRS)
- Consolidated Judicial Retirement System (CJS)

will receive years of service credit in determining eligibility for vacation leave accrual.

In addition, employees hired before December 14, 2022, can request an adjustment to their vacation accrual rate for future accruals if the accrual rate would be greater with years of service credit. Years of service credit from another municipality or county is determined by active time in the North Carolina Local Government Retirement System (NC LGERS). Adjusted accrual rates will be effective for the pay period beginning December 14, 2022.

Previously withdrawn service time is not included in the calculation of years of creditable service.

The following employees are not eligible for vacation leave:

- Class 2: Part-time 2B and 2C
- Class 3: Temporary/Seasonal

Verification of Years of Creditable Service

New hires who transfer to the City from the State of North Carolina, a North Carolina municipality, county and current employees hired prior to December 14, 2022 who are requesting an accrual rate adjustment will provide a written statement proving creditable service from any eligible retirement system listed above.

The accrual rate adjustment based on years of creditable service for new and existing employees will be effective on the first pay period following receipt of the required documentation and will not be retroactive.

All documentation will be submitted to the Human Resource Director who will verify active years of creditable service.

Credit for Accumulation from Previous Employment

Employees hired on or after November 16, 2022, who were previously employed by a North Carolina local governmental entity may receive credit with the City of Kannapolis for up to 80 hours unused accumulated vacation leave earned each pay period or monthly, provided:

- **the entity participating** in the retirement system was the employee's most recent employer immediately preceding the employee's employment with the City of Kannapolis
- the employee presents to the Human Resource Director a written statement on agency letterhead confirming the employee's ending vacation leave balance.
- the employee was not paid-out for the unused hours.

Calculation of Vacation Leave

Vacation leave shall be taken, recorded, and rounded off to the nearest quarter hour. Vacation leave may accumulate unlimited until the last day of the pay period for the 2nd pay date of January each year. Vacation time accrued in excess of 240 hours shall be used or transferred to sick leave on the last day of the pay period for the 2nd pay date of January each year.

An employee will accrue vacation for the pay period in which he/she separates employment only after working through the last day of the last pay period. When an employee is transferred to another position, any unused, accumulated vacation leave shall transfer with the employee.

Use of Vacation Leave

Vacation leave pay is payment in lieu of time worked when an employee is absent from work on approved leave. Except for terminal pay, vacation leave shall only apply to periods of absence from an employee's scheduled workday. Vacation leave hours shall not be paid for time missed from work when an employee has worked sufficient hours within the work period to cover the requested time off.

It is the responsibility of each department head or designated supervisor to ensure the provisions of this policy are observed. Department heads will ensure any vacation leave used will be requested and accurately reflected with the submission of time sheets. Corrective action should be taken in instances of suspected abuses or misrepresentation of the use of vacation leave on time sheets.

Notification of the desire to use vacation leave shall be submitted to the employee's supervisor or department head in advance. Vacation leave requests must be approved by the employee's supervisor or department head and shall be taken at such times as the supervisor or department head finds most suitable after considering the wishes of the employee and the operational needs of the department. Failure to attain prior approval may result in denial of such leave pay.

Accrued and unused vacation will be used to supplement sick leave if the employee has exhausted applicable sick leave accruals. Refer to related Administrative Policy, SICK LEAVE and FAMILY OR MEDICAL LEAVE.

Paid holidays occurring during vacation are not charged to vacation.

Time Increments

Vacation can be taken in 15 minute increments.

Terminal Pay

An employee who is leaving employment shall be compensated for unused accumulated vacation leave at the normal rate of pay, not to exceed 240 hours, provided the employee does not have a negative sick leave balance.

In the event of a negative sick leave balance, unused vacation leave will be applied to the negative sick leave balance. The maximum unused accumulated vacation leave compensated will be the lesser of the employee's ending unused balance less the negative balance of sick leave hours or 240 hours less the negative balance of sick leave hours. The combined total of compensated accumulated vacation leave hours and any hours applied to a negative sick leave balance shall not exceed 240 hours.

All vacation in excess of the 240 hours shall be taken prior to separation or forfeited. Vacation leave may not, however, be used in lieu of working a notice. Terminating employees may decline payment of unused accumulated vacation leave hours upon written request with written documentation the employee's new employer will accept the leave balance.

DATE: _____ **APPROVAL:** _____

Refer to Personnel Policy 600.07, Sick Leave



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Mike Legg, City Manager

Subject: **MOTION** - Authorize the City Manager to execute an extension of the federal advocacy services agreement with Strategics Consulting through June 30, 2024.

Action Requested by City Council

Authorize the City Manager to execute an extension of the federal advocacy services agreement with Strategics Consulting through June 30, 2024.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City entered into an agreement with Strategics Consulting in April 2022 for Federal advocacy services. Since that time, the City has secured one earmark for a fire department storage facility and one transportation safety study grant. A large earmark for the Western Cabarrus Communication tower has recently cleared a key Federal committee, so it appears to be on track for a positive outcome. These projects all total more than \$1.5 million of federal funding to the City. A number of other federal funding grants and earmarks will be pursued in the next year. Strategics Consulting has been heavily engaged in facilitating these funding opportunities. More importantly, Strategics has been very effective in helping the City develop its relationships with two new House members and one new Senator. Strategics has also been helpful in continuing to build our already good relationship with Senator Tillis' office.

It is recommended that the City continue this relationship for the next year. The existing agreement is attached. The extension will include the same terms as the original agreement.

Fiscal Implications

The monthly fee will not change (\$7,500). Funding is included in the approved FY 2024 Budget.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Authorize the City Manager to execute an extension of the federal advocacy services agreement with Strategics Consulting through June 30, 2024 (recommended)**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. Strategics Consulting Agreement April 2022 executed

STATE OF NORTH CAROLINA
CITY OF KANNAPOLIS

SERVICES CONTRACT
(Professional)

This Contract (the "Contract") is made and entered into as of the 14th day of April 2022, by the City of Kannapolis ("City") and Strategies Consulting ("Contractor").

Sec. 1. Contractor Authority. The Contractor is a firm licensed to do business in the State of North Carolina.

Sec. 2. Services and Scope to be Performed. The Contractor shall perform the services ("Scope of Services") set forth in Exhibit "A" attached hereto and incorporated herein (the "Project"). Contractor's performance of services in accordance with Exhibit "A" shall be contingent upon City's performance of its responsibilities identified in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. Contractor must perform all services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the services to be provided under this Agreement.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary related to the Project.

Sec. 4. Compensation. The City shall pay the Contractor for the services in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin upon execution of contract by all parties (the "Commencement Date") and end upon completion in accordance with the Project Schedule in Exhibit "A", (the "Term"), unless extended by mutual agreement of the parties hereto.

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this Section or in Exhibit "A". Contractor shall submit an invoice to the City of Kannapolis' Finance Department on a monthly basis for the percent of work completed on each phase of work listed in Exhibit "A." Upon receipt of the pay request the City will verify the amounts and if correct, will authorize payment. Final payment shall be made to the Contractor within thirty (30) days after submittal by Contractor. Should a discrepancy arise, the City shall notify the Contractor within sixty (60) days after invoice submittal.

Sec. 7. Insurance.

A. Insurance Coverage

Contractor shall obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in North Carolina and rated "A" or above by A.M. Best Company. Contractor shall satisfy the following requirements and provide the following coverages:

(a) General Requirements.

1. Contractor shall name the City as an additional insured under the automobile, commercial and umbrella liability policies required by this section.
2. Contractor's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Contractor's operations under this Agreement. Contractor shall and does waive all rights of subrogation against the City.

3. City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor.
4. Prior to execution of this Contract by City, Contractor shall provide the certificates of insurance and endorsements documenting that the insurance requirements-set forth in this paragraph have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Contractor shall further provide such certificates of insurance to the City at any time requested by the City after the execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Contractor shall not relieve Contractor of its obligation to meet the insurance requirements set forth in this Agreement.
5. Should any or all of the required insurance coverage be self-funded/self-insured, Contractor shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

(b) Types of Insurance.

1. Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combines single limit-bodily injury and property damage.
 2. Commercial General Liability. Bodily injury and property damage liability as shall protect Contractor from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Contractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
 3. Workers' Compensation Insurance. Contractor shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.
 4. Umbrella. Umbrella liability coverage of no less than \$2,000,000.
 5. Professional errors and omissions ("E & O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limits per occurrence and aggregate.
- (c) Certificates of all required insurance and endorsements shall be furnished to the City and shall contain the provision that the City will be given thirty (30) days advance written notice of any intent to amend or terminate by either the insurance or the insuring company.
- (d) Failure to maintain the insurance coverage required in this paragraph is a material default subject to termination of this Agreement.

B. Notice of Cancellation

Contractor shall notify the City, in writing, as required in Sec. 9, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

Sec. 8. Attachments. The following attachments (whether or not executed) are made a part of this Contract and incorporated herein by reference. In the event an interpretation conflict exists between the principal contract terms and the terms of any attachment, the terms, conditions and provisions of the principal contract shall prevail: Exhibit "A".

Sec. 9. Notice. All notices that may be proper or necessary to be served or made hereunder shall be in writing and will be deemed delivered when: (a) Actually received with verifiable evidence thereof; (b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party; (c) Upon proof of delivery by a nationwide provider of next-day delivery services and addressed to the respective other Party at the address set forth in this Agreement or such other address as the Party may have designated by notice or Agreement amendment to the other Party. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving Party of a new address will be borne by the intended receiving Party. A change of address, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered.

The addressee of the Parties to this Agreement are as follows:

To the City:

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

To the Contractor:

Strategics Consulting
4315 Woodbourne Dr.
Clemmons, NC 27012
Leslie Mozingo
Telephone: 202-255-5760

Sec. 10. Indemnification. The Contractor shall defend, indemnify, and save harmless the City, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the negligent acts or omissions of the Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City, its agents, officers, and employees with legal counsel. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor.

Sec. 11. Non-appropriation Clause. If this Contract is for multiple years or is automatically renewed for additional years, Contractor acknowledges that the City is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of City's obligations under this contract, then this contract shall automatically expire without penalty to the City, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent.

Sec. 12. Termination For Cause. If the Contractor shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should the Contractor violate any of the covenants, agreements, or stipulations of this contract, the City shall have the right to terminate this contract immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof at least twenty-one (21) days before the effective date of such termination. In a like manner, if the City shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should the City violate any of the covenants, agreements, or stipulations of this contract, the Contractor shall have the right to terminate this contract immediately by giving written notice to the City of such termination and specifying the effective date thereof at least twenty-one (21) days before the effective date of such termination. In such event, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the City shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the City for refund, reimbursement or offset in connection with any obligations arising from the Contractor to the City.

Sec. 13. Miscellaneous.

- (a) Choice of Law and Forum. This Contract shall be deemed made in Cabarrus County, North Carolina. This Contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.
- (e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- (g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- (h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (i) No Third Party Right Created, Independent Contractor. This Contract is intended for the benefit of the City and the Contractor and not any other person. This Contract is not intended to and does not constitute, create, give, rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

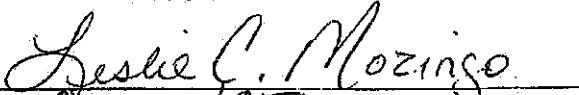
- (j) Principles of Interpretation. In this Contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities. TIME IS OF THE ESSENCE AS TO ALL PROVISIONS OF THIS CONTRACT.
- (k) Modifications, Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.
- (l) Dispute Resolution. All disputes arising between Contractor and City pursuant to performance of this Contract shall be resolved or attempted to be resolved before proceeding with litigation through the City's "Rules Implementing Mediated Settlement Conferences".
- (m) Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. Contractor's covenant under this section shall survive the termination of this Agreement.
- (n) Ownership of Documents. Drawings, illustrations, and other documents prepared by Contractor in connection with this Contract shall be property of the City. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.
- (o) Use of Work. Contractor assigns to City the right to: (1) reproduce the work prepared under this Contract; (2) distribute copies to the public; and (3) display the work publicly. Contractor shall have the right to use materials produced in the course of this Contract for marketing purposes and professional presentations, articles, speeches and other business purposes.
- (p) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this Contract.
- (q) E-Verify. For agreements that include construction or services, employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the City. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. By executing this Contract, Contractor certifies that Contractor complies with the requirements of the E-Verify program.
- (r) Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

IN WITNESS WHEREOF, the City of Kannapolis and the Contractor have caused this Contract to be executed under seal by their respective duly authorized agents or officers.

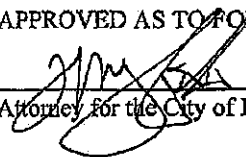
CITY OF KANNAPOLIS:

By: 
Michael B. Legg, City Manager

CONTRACTOR:

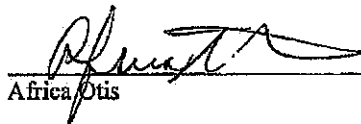
By: 
Title: Owner / CEO

APPROVED AS TO FORM:


Attorney for the City of Kannapolis

APPROVAL BY CITY FINANCE OFFICER

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

 4/18/22
Africa Otis



April 7, 2022

Mr. Mike Legg
City Manager
401 Laureate Way
Kannapolis NC 28081

EXHIBIT A

Dear Mr. Legg:

I appreciate the opportunity to provide this proposal to the City of Kannapolis for federal advocacy services.

For 30 years, I have specialized in helping localities navigate the federal process for securing funds, influencing policy, and understanding the ever-changing political landscape. In fact, all team members at Strategics have 20-40 years' experience in the federal arena. The firm's Washington, DC office is conveniently located on Capitol Hill at the Hall of States, which is the same building as the Governor's Washington Office and the North Carolina office is just a short drive from Kannapolis. This allows me to directly provide the personal attention Kannapolis deserves, as well as regular access to federal government decision makers. Additionally, my team at Strategics has a unique combination of federal government expertise, special knowledge of North Carolina politics at all levels, and key relationships with the North Carolina Congressional Delegation. My resume and those of my team are available at www.strategics.consulting.

At Strategics, we firmly believe in developing and implementing innovative federal strategies, leaving no stone unturned in the search for federal dollars to support local priorities. As a result, we have helped clients secure hundreds of millions of dollars in federal appropriations, authorizations, and competitive grants. No matter what the political environment in Washington, we know how to navigate through it and deliver results.

We do not allow political propaganda to get in the way of reporting the facts to clients so that they can make well-informed advocacy decisions. We are committed to always telling clients what they need to know, not what we think they want to hear, even if not in our best interest to do so. Additionally, we do not take on projects where we do not honestly believe we can make a difference.

In addition to reviewing grants and providing expert advice, we will work with the City to develop briefing materials and advise the City on the best timing and method for communicating with congressional offices and federal agencies. We will schedule meetings in Washington, DC and locally, prepare talking points, brief elected officials and management on the most effective strategy for those meetings, and attend those meetings with the City. Additionally, we will regularly notify the City of competitive grant opportunities that best meet the City's priorities, report on congressional actions that affect local governments, and keep the City informed on federal issues of interest.

www.strategics.consulting

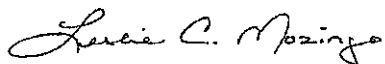
444 N. Capitol St., Suite 840, Washington, DC 20001
4315 Woodbourne Dr., Clemmons, NC 27012

Overall, my personal commitment is to provide the City of Kannapolis with the ability to:

- ✓ Work in partnership with experts to develop federal advocacy strategies and materials;
- ✓ Have experienced and knowledgeable professionals identify potential threats and opportunities;
- ✓ Ensure that your message is appropriately communicated and timely;
- ✓ Know which decision makers to contact and build important relationships on Capitol Hill, with federal agencies and in the White House;
- ✓ Learn essential skills for effective visits with federal elected representatives and high-ranking officials;
- ✓ Understand the difference between reality and politics and manage expectations;
- ✓ Achieve measurable results; and
- ✓ Save valuable time and resources.

Thank you for your consideration of this proposal for federal advocacy services. I look forward to your reply.

Sincerely,



Leslie C. Mozingo
Owner/CEO
leslie@strategics.consulting
202.255.5760 Cell

LETTER OF AGREEMENT

SCOPE OF SERVICES

Services provided by Strategics Consulting, LLC will include, but not be limited to, the following:

- Meet with the City's management and elected officials as recommended to develop a full understanding of the projects identified as priority.
- Develop a Federal Action Plan that identifies priorities for funding, legislation, regulations and any other federal issues.
- Schedule biweekly calls with the City to review actions taken, discuss ongoing strategy and answer questions.
- Identify and directly communicate with the City on specific federal competitive grant opportunities that fit priority projects, advise on applications to improve success rates and garner congressional support.
- Recommend key federal contacts needed to advance the City's priorities.
- Identify the method (meetings, phone calls, emails, etc.) and timing for communications with the City's Members of Congress and their staff, and the federal agencies, as well as develop briefing materials and talking points to ensure the right message is delivered.
- Provide federal advocacy advice both proactively and in reaction to all requests from City Manager and/or his designee.
- Arrange for meetings and phone calls with federal officials, develop the strategy to be taken, prepare participating City officials, participate in meetings and calls, and provide follow-up needed. (Meetings may occur in DC or NC.)
- Be a resource to elected officials, management and staff on all matters related to the federal government.

Strategics does not write the grant applications, but can recommend a pool of grant writers from which to choose. Strategics also does not guarantee that grant applications will be successful. The team, however, has spent decades in the federal competitive grant arena and will ensure that the City has every tool available to make applications as competitive as possible, as well as work diligently to improve success rates in the federal competitive grants process without limiting the number of grants pursued.

TERMS

\$7,500/month (\$90,000 annually) billed in equal monthly installments one month in advance, Net 30, beginning April 18, 2022 and ending June 30, 2023. The agreement may continue under the same terms through December 31, 2024, in order to complete the 118th Congress. Either party may terminate the agreement with 60 days' notice. No charge for expenses unless agreed upon in advance.

ACKNOWLEDGED AND AGREED TO BY:

Leslie C. Mozingo, CEO
Strategics Consulting, LLC

Date

Mike Legg, City Manager
City of Kannapolis, NC

Date



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: June 12, 2023 Continued Meeting Minutes

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. 06-12-2023 Continued Meeting

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
CONTINUED MEETING FROM MAY 31, 2023
June 12, 2023**

A continued meeting from May 31, 2023, meeting of the City Council of the City of Kannapolis was held on Monday, June 12, 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: Tom Kincaid
Jeanne Dixon
Doug Wilson
Darrell Jackson
Ryan Dayvault
Dianne Berry

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant City Manager: Eric Davis

Assistant to the City Manager: Kristin Jones

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Irene Sacks	Annette Privette Keller
	Terry Spry	Gerald Faulkner
	Brian Roberts	Richard Smith
	David Hancock	Tony Eury
	Gary Mills	Kirk Beard
	Scott Kaufhold	

CALL TO ORDER AND WELCOME:

Mayor Hinnant reconvened the meeting continued from May 31, 2023 and welcomed all in attendance.

APPROVAL OF AGENDA:

Council Member Berry made a motion to approve the agenda. Motion was seconded by Council Member Dixon and approved by unanimous vote.

1 **CONSENT AGENDA:** Motion to Adopt Consent Agenda or make revisions.

2 Mayor Pro tem Kincaid made a motion to approve the Consent Agenda. Motion was seconded by
3 Council Member Dayvault and approved by unanimous vote.

4
5 Administrative Budget Amendment #23-21 for Water and Sewer Capital Projects. (Kristin Jones,
6 Assistant to the City Manager) (Copy included as Exhibit A)

7
8 **BUSINESS AGENDA:**

9 **Public Hearing on Recommended for FY 2023-2024 Budget (Mike Legg, City Manager,**
10 **Kristen Jones) (Copy included as Exhibit B)**

11 City Manager Legg gave a brief overview of the recommended Budget for Fiscal Year 2023-2024.
12 The total Recommended budget is \$104,385,876 which includes all seven operating funds of the
13 City budget includes no property tax or fee increases. A copy of the recommended budget was
14 presented to City Council on May 22, 2023, and was made available for public inspection at the
15 City of Kannapolis Administration Offices.

16
17 The proposed budget concentrates on several strategies:

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

22
23 In this year's proposed budget, the first of six years of Imagine Kannapolis priorities are funded.
24 These will be subject to City Council adopting the final version of the Strategic Plan.

25
26 Projects and Initiatives include:

- 27 1. \$2,800,000: Renovations for Fire Stations No. 1 and No. 4
- 28 2. \$1,550,000: Construction of a fire training tower and storage facility
- 29 3. \$1,200,000: Gem Theatre Phase 3 improvements
- 30 4. \$450,000: Construction and operating costs for a downtown dog park
- 31 5. \$1,290,000: Upgrades to existing city parks
- 32 6. \$190,000: Cultural Arts & Historic Preservation Work Program
- 33 7. \$50,000: Open Space and Tree Preservation Plan
- 34 8. \$700,000: Downtown Parking Management Plan (construction of new surface parking)
- 35 9. \$30,000: Exploring the possibility of a local part-time professional symphony/orchestra
- 36 10. \$1,340,000: Little Texas Road sidewalk (city's portion to the NCDOT funding)
- 37 11. \$50,000: N.C. Music Hall of Fame growth plan
- 38 12. \$60,000: North Carolina Research Campus Development Strategy Planning Support
- 39 13. \$20,000: Motorsports Asset Promotion
- 40 14. \$750,000: Adding offices to the second floor of City Hall
- 41 15. \$1,200,000: I-85 monument signage (joint project with the city of Concord – Exits 58, 60,
- 42 63)

43
44 Recruiting and retaining employees continues to be a high priority for the city. "Our most valuable
45 asset will always be our employees. Our employee team continues to serve at a high level and
46 respond faithfully every day to their regular duties as well as emergency situations which arise.

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.

A Public Hearing on the budget for Fiscal Year 2023-2024 has been scheduled for 6:00 P.M. on June 12, 2023. State law requires that "before adopting the Budget Ordinance, the Board shall hold a Public Hearing at which time any persons who wish to be heard on the budget may appear" (G.S. 159-12) (b). City Council may elect to discuss the budget at this meeting and may set additional budget work sessions. City Council will be asked to adopt the budget at the June 26, 2023, City Council meeting.

Following general discussion regarding the City's self-insured on employee health insurance, NC Music Hall of Fame and sales and franchise tax, Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak.

Mr. Larry Cline of 909 West "A" Street, spoke on his late wife's life insurance and the importance of having burial insurance versus life insurance.

There being no further speakers, Mayor Hinnant closed the public hearing.

Mr. Legg noted that Council will take action to adopt the FY 23-24 Budget Ordinance at the next business meeting.

Imagine Kannapolis Strategic Plan: 6 Year Capital Outlay Needs (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit C)

This presentation will provide an overview of the Capital Outlay (vehicles, machinery, and equipment) needed city-wide over the next 6 years to be considered as part of the Imagine Kannapolis Strategic Plan.

Currently, there is approximately \$3 million included in each year of the six-year financial plan to fund Capital Outlay needs, primarily via cash reserves. These expenses are typically one-time in nature and are earmarked as cash purchases. Depending on the nature of these purchases, some may be better suited for short-term financing. Also, due to the routine nature of these replacements, in particular, vehicle replacements, Staff is working to incorporate these expenses into the annual budget process. The cash reserves plug allows us to not lose sight of these departmental requests.

1 This presentation is part of the final deliberation leading up to City Council considering the final
2 adoption of the Strategic Plan. No changes are recommended by Staff, but City Council requested
3 that more details are provided due to the large funding impact of these expenditures over the next
4 six years.

5
6 **Park Rangers, Auxiliary Police Officers, and Downtown Coverage (Mike Legg, City
7 Manager, Terry Spry, Chief of Police) (Copy included as Exhibit D)**

8 There are a number of viable strategies to improving the increasing safety and security of the City's
9 downtown area and its park facilities. Essentially, there are four options which will be discussed
10 in further detail at the meeting.

11
12 Auxiliary Police Officers, which are usually filled with recently retired officers or others who have
13 sought other professions but want to maintain their law enforcement certifications. These are
14 sworn officers working in a part-time capacity. There are currently four auxiliary police officer
15 positions funded and an additional position is included in the FY 24 Budget. The total budget
16 impact for each position is approximately \$12,000 in recurring part-time salaries and \$17,000 in
17 one-time equipment needs. The six-year financial plan anticipates six additional positions to be
18 funded FY 25 to FY29.

19
20 Park Rangers, intended primarily to attract potential future police officer candidates, especially,
21 but not exclusively, between the ages of 18-20, who aren't old enough to attend Basic Law
22 Enforcement Training. They may also be suitable for those seeking career changes but are not
23 ready to pursue the more rigorous work officer tract. Parks Rangers are non-sworn personnel.
24 There are currently two park rangers funded in the current budget. The total budget impact for
25 each position is approximately \$63,000 in recurring full-time salaries/ benefits and \$36,000 in one-
26 time funds for a vehicle. There is no additional funding included in the six-year financial plan
27 for additional park rangers. The current philosophy is that expanding auxiliary police officers is
28 more cost effective.

29
30 Sworn Officers, which are the least cost-effective option to providing enhanced downtown and
31 park police services. The cost of training, outfitting, and maintaining a full-time sworn officer is
32 significantly higher than the other options. Additionally, this kind of work on a consistent basis
33 may not fit the career goals of many full-time sworn police officers.

34
35 School Resource Officers, who can provide supplemental services during the summer months
36 when school is not in session. These are sworn officers. Obviously, this is only an enhancement to
37 the downtown and park police services for a few months out of the year.

38
39 The following chart depicts the Position/Initial Cost/Recurring Cost/Hours per week. The initial
40 cost includes equipment and vehicle with recurring cost of salary and benefits only.

41
42 Coverage area will include the Social District, Atrium Healthcare Stadium and Veteran's Park.
43 The Social District: includes South Main Street, West Avenue, Oak Avenue, Laureate Way, West
44 A. Street, Cannonballer Way, Vance Avenue and all City owned properties located on or adjacent
45
46

to these roadways. Atrium Healthcare Stadium: includes all properties and amenities inside the gated portion of the stadium and sidewalks immediately adjacent to the stadium.

Veteran's Park: includes all properties, amenities, and sidewalks inside or immediately adjacent to Veteran's Park. Coverage types and times will vary based on activities occurring in the downtown area depending on the time of year and events being held. Large special events will have additional duty officers. Daily sworn coverage will be provided or supplemented by the on-duty patrol officer assigned to Zone 9 (Downtown) when available.

The following charts represents what is proposed in the FY24 budget, initial and reoccurring costs.

Position	Currently Funded	*FY24 Budget	Six-Year Finance
Park Ranger	2 Positions	Not Included	Not Included
Auxiliary/Reserve Officer	4 Positions	1 Position	6 Positions
Full-time Officer	88 Positions	Not Included	Positions added
School Resource Officer	5 Positions	2 Positions	Positions added

Cost overview Position	*Initial Cost	*Recurring Cost	Hours per
Park Ranger	\$45,000	\$60,000	40
Auxiliary/Reserve Officer	\$17,000	\$12,000 (50 hrs a month @ \$20.00/hr.)	Varies on Availability
Full-time Officer	\$89,000	\$73,500	42
School Resource Officer	\$89,000	\$73,500	Varies on Time of Year
Supplemental Duty Officer	N/A	\$34.62/hr. (1.5 x hr. base pay rate)	Varies on Availability

There was additional discussion regarding trash pickup, downtown police presence and Park Rangers.

1 Chief Spry introduced the two new Park Rangers, Sydney Hunsucker and Jordan Young.

2
3 **Closed Session pursuant to GS. 143-318.11 (a) (3) to consult with an attorney in order to**
4 **preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matter**
5 **relating to the location or expansion of industries or businesses in the area.**

6 There being no further business brought before Council, Mayor Pro tem Kincaid made a motion
7 to go into Closed Session. Motion was seconded by Council Member Jackson and approved by
8 unanimous vote.

9
10 Council went into closed session at 7:05 PM.

11
12 Council Member Jackson made a motion to come out of closed session. Motion was seconded by
13 Member Dixon and approved by unanimous vote.

14
15 Council resumed regular session at 8:05 PM.

16
17 There being no further business brought before Council, Council Member Dixon made a motion
18 to continue to the meeting to Monday, June 19, 2023, at 4:30 PM, Kannapolis City Hall. Motion
19 was seconded by Council Member Berry and approved by unanimous vote.

20
21 The meeting recessed at 8:05 PM on Monday, June 12, 2023.

22
23
24
25 _____
26 Milton D. Hinnant, Mayor

27
28 _____
29 Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: June 19, 2023 Continued Meeting Minutes

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. 06-19-2023 Continued Meeting

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING MINUTES
CONTINUED MEETING FROM JUNE 12, 2023
June 19, 2023**

A continued meeting from June 12, 2023 meeting of the City Council of the City of Kannapolis was held on Monday, June 19 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

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Irene Sacks	Annette Privette Keller
	Terry Spry	Brian Roberts
	Richard Smith	Gary Mills
	Kirk Beard	Brett Mann
	Alex Anderson	Beth Hassenfritz
	Brett Mann	David Jordan

Others Present: Ken Lingafelt Kyle Lingafelt

CALL TO ORDER AND WELCOME:

Mayor Hinnant reconvened the meeting continued from June 12, 2023 and welcomed all in attendance.

APPROVAL OF AGENDA:

Mayor Hinnant announced there will be no Closed Session.

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

3
4 **BUSINESS AGENDA:**

5 Resolution Amending Downtown Private Use Zones (Richard Smith, Planning Director, Mike
6 Legg, City Manager) (Copy included as Exhibit A)

7 Mr. Legg began the discussion by explaining on July 26, 2021, City Council approved a Resolution
8 adopting an Ordinance to amend the Kannapolis Code of Ordinances to establish Downtown
9 Private Use Zones. Staff is proposing amendments to the Kannapolis Code of Ordinances,
10 Downtown Private Use Zones, Section 9-34. General Standards for Outdoor Dining, (2)
11 Development Standards (a), to add language adding the option for the purchase of chairs and tables
12 and the fees related to that expense. Staff is also proposing to amend the Private Use Zone Fee
13 Schedule.

14
15 The proposed amendments to the Kannapolis Code of Ordinances are attached as Exhibit A and B
16 and shown in bold, red text.

17
18 Prior to considering these changes, staff will provide City Council with a refresher of what the
19 current ordinance provisions include. The intent is for staff to begin enforcing these ordinance
20 provisions after this meeting.

21
22 Richard Smith presented a power point presentation:

23
24 July 2021- Established Private Use Zones in the Downtown Area- To facilitate, while managing
25 and regulating, certain private uses of public assets:

- 26 • Sidewalks
- 27 • Plazas
- 28 • Parking areas
- 29 • Streets
- 30 • Stages
- 31 • Open space
- 32
- 33 • *Primary Private Use Zones*
 - 34 • Extending two (2) feet from all downtown buildings
 - 35 • No fee, no permit, no license needed
 - 36 • Outdoor display of merchandise and small signage
 - 37 • Portable, not permanent
 - 38 • Attractive, neat and clean
 - 39 • No tents/canopies

1 • *Secondary Private Use Zones*

- 2 • 44 locations Downtown with the typical size being 300 s.f.
- 3 • Permitted uses:
- 4 • Outdoor Dining
- 5 • Outdoor Display of Merchandise
- 6 • Food Trucks and Mobile Food Carts/Vending Units
- 7 • Reserved Private Parking
- 8 • Public Accommodations (i.e., ATMs, postal drop off boxes)
- 9

10 Location standards

- 11 • Keeping pedestrian passageways and business entrances clear
- 12

13 Design standards

- 14 • Quality furnishings (provided by licensee or leased from City)
- 15 • Lighting, umbrella, canopies addressed

16 Operational standards

- 17 • Dining supervised
- 18 • Cleanliness and maintenance
- 19

20 Secondary Private Use Zones

- 21 • Annual License issued by Planning Dept
- 22 • Issued to the owner of the property where the associated business is located (not the
- 23 tenants)
- 24 • Fees (\$2/sf on West, \$1/sf elsewhere)
- 25 • All revenues earmarked for Downtown activities
- 26

27 Reserved Private Parking

- 28 • M-F 8-5 only
- 29 • Considered a Secondary Private Use Zone
- 30 • \$1/sf (\$162 per space per year)
- 31 • Enforcement responsibility of licensee
- 32

33 Mobile Food Vending/Food Trucks

- 34 • Considered a Secondary Private Use Zone and/or a Temporary Private Use Zone use
- 35 • Restricted to the same block as the associated business
- 36

37 Public Accommodation

- 38 • Bank Teller Machines, payment kiosks, postal drop boxes
- 39 • Considered Secondary Private Use Zones

1 Secondary Private Use Zones

- 2 • Licenses issued must be in the same block as the primary business ("associated
3 establishment")
4 • No businesses primarily located outside of the downtown area can "set up shop" downtown
5 in the public spaces
6 • Additional Secondary Use Zones will likely be added or adjusted over time based on
7 property owner or public requests and overall market demand
8

9 Temporary Private Use Zones

- 10 • Two Stages, Pergola, Turf Area, Reading Room and Terrace, Pump House Patio and
11 Putting Green
12 • Other Secondary Use Zones not under annual license (short term)
13 • Hourly rental through Parks and Recreation (\$5-\$30/hour)
14 • Not available for Annual License
15 • These rentals can be issued to any business or individual
16

17 Primarily outdoor dining uses

- 18 • Agreement with property owners
19 ○ Tenants determine if they want to pursue
20 • Include area in front of Swanee Theatre
21 ○ Fee for this area included in fee schedule
22 • Fees added to include rent of tables and chairs (if not purchased)
23 • Educate business and property owners
24 • Proactive
25

26 City Council agreed that the related fees be amended as presented. Council did determine,
27 however, that it would be more appropriate for the City to provide the tables and chairs to be rented
28 for outdoor dining and the use of public space. Council directed staff to remove the option of
29 outdoor furniture being provided by the property owner and/or business and adding the provision
30 for the City to provide these for a nominal fee.
31

32 Following general discussion, Council Member Wilson made a motion to continue matter to the
33 July 24, 2023 City Council meeting. Motion was seconded by Council Member Dayvault and
34 approved by unanimous vote.
35

36 **Downtown Parking Management Plan (Mike Legg, City Manager, Wilmer Melton, Assistant**
37 **City Manager, Richard Smith, Planning Director, Irene Sacks, Director of Economic &**
38 **Community Development) (Copy included as Exhibit B)**

39 Mr. Legg provided a power point presentation.

1
2 *Downtown Organization: Assumed Objectives*

- 3 • Protect City's investment in downtown – correct misinformation, prevent negative
4 incidents & bad press.
5 • Continue to establish downtown as a premier destination for tourism, business
6 opportunities, and residency.
7 • Provide broader input from and representation of downtown businesses and property
8 owners – ex: Oak Ave, Main St.
9 • Improve communication, networking, and access to local/regional business resources.
10 • Ensure alignment with long-term City goals and plans – ex: NCRC/Insite, USPC, future
11 changes in downtown property ownership.
12

13 *Downtown Organization: Potential Scope*

- 14 • Communication & coordination of events
15 • Marketing, image, branding – newsletter, website, signage, holiday decorations
16 • Business growth – networking, education, technical assistance, representation, collecting
17 & reporting data on downtown business growth
18 • Ambassador program – welcoming, tours, information
19 • Parking education/enforcement, shuttle service
20 • Streetscape maintenance, clean up, wayfinding
21 • Public safety – park rangers
22 • Public art, historical markers
23

24 **Option 1: Do Nothing:**

25 *Advantages*

- 26 • Less City time/resources. Allows private sector to fully manage downtown activities.
27

28 *Disadvantages*

- 29 • Will have continued misinformation among businesses and public.
30 • Lack of central, representative entity for downtown businesses.
31 • City has limited direct interaction with businesses.
32 • No dedicated revenue source for downtown-specific services.
33

34 **Option 2: Downtown Organizations with Dedicated Staff & Funding.**

35 *Advantages*

- 36 • Establishes formalized, more inclusive and representative public presence for downtown.
37 • Provides avenue for all downtown businesses to work together, access resources.
38 • May correct some misinformation about working with the City.
39 • Establishes a revenue source to dedicate to downtown specific issues.

40 *Disadvantages*

- Will still deal with public confusion about who is responsible for certain events.

Option 3: Hybrid Version/Soft Launch Voluntary Contributions or Fee Structure

Advantages

- Establishes more inclusive and representative public presence for downtown
- Provides avenue for all downtown businesses to work together, access resources
- May correct some misinformation about working with the City

Disadvantages

- Lack of authority/official capacity
- No dedicated revenue source for downtown-specific services
- Will still deal with public confusion about who is responsible for certain events

Potential Costs

- Staffing & basic operating expenses: \$260,000
- MSD tax could cover all/part of this, as well as other downtown expenses: parking/shuttle, ambassador program, streetscape, etc

Discussion ensued regarding have a shuttle service, Main Street parking, timed parking and municipal service district. Staff to bring back information at a later date.

Downtown Organizational Options (Irene Sacks, Director of Economic & Community Development, Mike Legg, City Manager, Annette Privette Keller, Director of Communications, Richard Smith, Planning Director) (Copy included as Exhibit C)

Mrs. Sacks presented a power point presentation.

Downtown Kannapolis is thriving due to a lot of hard work by the City (City Council and staff) and numerous private sector investors (developers, property managers and business owners). Like any new successful venture, there are growing pains. To maintain (and expand) our collective success, adherence to the "three Cs" is extraordinarily important: Coordination, Collaboration and Communication. There are times that all the interested parties engage in the "three Cs"...but unfortunately there are probably more times where we all don't. To address the inconsistent following of the "three Cs" issue, staff will present City Council with several options to consider. There will be varying degrees of financial impacts, including revenue streams, to any formal downtown effort. These will be discussed at a high level. More mature downtowns like Concord and Salisbury recognized this many years ago - and their efforts continue to evolve.

Downtown Organizations with Advantages:

- Protect City's investment in downtown –correct misinformation, prevent negative incidents & bad press.
- Continue to establish downtown as a premier destination for tourism, business opportunities, and residency.

- Provide broader input from and representation of downtown businesses and property owners –ex: Oak Ave, Main St.
- Improve communication, networking, and access to local/regional business resources.
- Ensure alignment with long-term City goals and plans –ex: NCRC/Insite, USPC, future changes in downtown property ownership

Downtown Organization: Potential Scope:

- Communication & coordination of events
- Marketing, image, branding –newsletter, website, signage, holiday decorations
- Business growth –networking, education, technical assistance, representation, collecting & reporting data on downtown business growth
- Ambassador program –welcoming, tours, information
- Parking education/enforcement, shuttle service
- Streetscape maintenance, clean up, wayfinding
- Public safety –park rangers
- Public art, historical markers

Option 1: Do Nothing:

Advantages

- Less City time/resources. Allows private sector to fully manage downtown activities.

Disadvantages:

- Will have continued misinformation among businesses and public.
- Lack of central, representative entity for downtown businesses.
- City has limited direct interaction with businesses.
- No dedicated revenue source for downtown-specific services.

Option 2: Downtown Organization with Dedicated Staff & Funding

Advantages

- Establishes
- Advantages
- Establishes formalized, more inclusive and representative public presence for downtown.
- Provides avenue for all downtown businesses to work together, access resources.
- May correct some misinformation about working with the City.
- Establishes a revenue source to dedicate to downtown specific issues.

Disadvantages

- Will still deal with public confusion about who is responsible for certain events.

Option 3: Hybrid Version/Soft Launch Voluntary Contributions or Fee Structure

1 *Advantages*

2 Establishes more inclusive and representative public presence for downtown

- 3 • Provides avenue for all downtown businesses to work together, access resources
4 • May correct some misinformation about working with the City

5 *Disadvantages*

- 6 • Lack of authority/official capacity
7 • No dedicated revenue source for downtown-specific services
8 • Will still deal with public confusion about who is responsible for certain events
9

10 *Potential Costs*

- 11 • Staffing & basic operating expenses: \$260,000
12 • MSD tax could cover all/part of this, as well as other downtown expenses:
13 parking/shuttle, ambassador program, streetscape, etc
14

15 **Downtown - Main Street Streetscape Improvement Project (Wilmer Melton, Assistant City**
16 **Manager, Scott Kaufhold, Director of Engineering) (Copy included as Exhibit D)**

17 In recent months there have been several requests from the Block 1 Main Street property owners
18 and business owners to explore changes to the Main Street-facing sidewalk and parking
19 configuration.
20

21 There are several options to consider which will be discussed at the meeting: 1) increased public
22 space for outdoor dining and/or public gatherings, 2) improved merchandise loading/unloading
23 options, 3) better food truck design. So far, the loss of the parking spaces to convert to these
24 alternative uses has not been raised as a concern. It is clear that the property owner and business
25 owners are not completely aligned with what the needs are for this topic.
26

27 Three additional considerations should be given to any semi-permanent capital improvement: 1)
28 the business mix can and will change over time so any changes should consider the short-term vs
29 long term, 2) safety issues must be addressed - Main Street is far different in vehicle design speed
30 than is West Avenue, 3) and capital improvement project will likely impact the current strategic
31 plan draft (and the 6 year financial plan). Cost estimates will be provided at a later date should a
32 specific project emerge as a consensus
33

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

37 No Closed Session was held.
38
39
40

1 There being no further business brought before Council, Council Member Wilson made a motion
2 to adjourn. Motion was seconded by Council Member Dayvault and approved by unanimous vote.
3 The meeting adjourned at 7:15PM on Monday, June 19, 2023.
4
5
6
7

8 _____
9 Milton D. Hinnant, Mayor

10 _____
11 Bridgette Bell, MMC, NCCMC
12 City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: June 26, 2023 Business Meeting Minutes

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. 06-26-2023 Business Meeting

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
June 26, 2023**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, June 26, 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

Assistant City Manager: Eric Davis

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Gary Mills	Tony Eury
	David Jordan	Terry Spry
	Richard Smith	Alex Anderson
	Tracy Winecoff	Kirk Beard
	Gerald Faulkner	Sherry Gordon
	Leo Pope	Scott Kaufhold

Others Present:	Serena Edwards	Kemp Edwards
	Adael Shinn	Quintin Klutz
	Terri Stancil	Jeff McClure
	Kristin Jones	Issac Miller
	Ivette Silva	Bob Doty
	Richard Penk	Ashley Vega
	Amos McClorey	Issac Miller

Joe Hatley Ken Lingafelt
Pam Smith Holden Sides
Daniel Zapata Ivette Silver
Jeff McClure Lavell Robinson
Melinda Richardson Melanie Ortiz
Brian Storey

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 Dixon gave the Pledge of Allegiance.

ADOPTION OF AGENDA-Motion to Adopt Agenda or make revisions.

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

RECOGNITIONS

Chief Winecoff and Deputy Chief Beard recognized members of the Fire Citizens' Academy Graduates.

Serena Edwards	Kemp Edwards	Adael Shinn	Quintin Klutz
Terri Stancil	Jeff McClure	Kristin Jones	Issac Miller
Ivette Silva			

PROCLAMATIONS:

Mayor Hinnant presented a proclamation to Gary Mills, in observance of the month of July as Parks and Recreation Month. Mayor Hinnant read a proclamation for Juneteenth 2023.

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.

1. Resolution - Acceptance of Streets for Powell Bill Allocations Fiscal Year 2023-2024 (Scott Kaufhold, Director of Engineering) (Copy included as Exhibit A)
2. Budget Amendment #23-22 Year-End Administrative Budget Amendment (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit B)
3. May 8, 2023, Work Session Meeting (Bridgette Bell, City Clerk)
4. May 8, 2023, Closed Session Meeting (Bridgette Bell, City Clerk)
5. May 22, 2023, Special Meeting (Bridgette Bell, City Clerk)
6. May 22, 2023, Business Meeting (Bridgette Bell, City Clerk)
7. May 22, 2023, Closed Session Meeting (Bridgette Bell, City Clerk)
8. May 31, 2023, Continued Meeting (Bridgette Bell, City Clerk)
9. May 31, 2023, Closed Session Meeting (Bridgette Bell, City Clerk)

BUSINESS AGENDA:

Imagine Kannapolis Strategic Plan: Existing Park Improvements and adopt a budget amendment (Gary Mills, Parks & Recreation Director) (Copy included as Exhibit C)

Mr. Legg explained that 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.

Mr. Mills elaborated on the proposed park list that 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

Safrir 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

1 Downtown – West Avenue

2 \$11,000 – Synthetic turf repair near the Swanee Theatre

3 \$35,500 - Synthetic Turf Repair and Replacement Putting Green

4 \$30,000 - Conversion of planter areas to pavers (Vance to Cannon Baller Way)

5 \$41,000 - Synthetic Turf installation at the Reading Room

6 \$60,000 – Purchase of additional tables and chairs for downtown

7
8 This budget amendment appropriates fund balance to fund the following one-time park
9 improvement projects listed above. This first phase handles most of the maintenance projects
10 needed at each park. There is a seasonality, economy of scale and timing to these projects which
11 is why they are proposed in the first phase. Future phases could include the construction of multiple
12 buildings, which may be better suited for a debt issuance as opposed to funding via cash reserves.
13

14 Following general discussion, Council Member Dayvault made a motion to adopt Budget
15 Amendment #23-23 appropriating cash reserves for existing park improvement projects. Motion
16 was seconded by Council Member Wilson and approved by unanimous vote.
17

18 **Imagine Kannapolis Strategic Plan: Gem Theatre Improvements and adopt a budget**
19 **amendment (Gary Mills, Parks & Recreation Director) (Copy included as Exhibit D)**

20 Mr. Legg explained that the FY 24 budget presented a "watch-list" of projects to be funded that
21 emerged from the Imagine Kannapolis Strategic Plan process. Improvements to the Gem Theatre
22 ranked high as a priority.
23

24 Mr. Mills elaborated on the proposed improvements to the Gem Theatre that totals \$1,250,000.
25 The next phase of renovations includes improvements to the movie experience. This will include:
26 the replacement of the seats, screen, sound, and projector as well as fixing the ceiling, paint, floors,
27 curtains, stage, and floors to improve the patron's experience. (\$1,200,000). In addition, staff is
28 recommending the addition of an E-gaming/E-Sporting arena to take place (\$50,000).
29

30 Following general discussion, Council Member Dixon made a motion to adopt Budget
31 Amendment #23-24 appropriating cash reserves for existing park improvement projects. Motion
32 was seconded by Council Member Berry and approved by unanimous vote.
33

34 **FY2023-2024 CDBG non-profit grant recommendations (Sherry Gordon, Community**
35 **Development Program Administrator) (Copy included as Exhibit E)**

36 Mrs. Gordon explained As a HUD Entitlement City, we can budget up to 15% of our annual grant
37 allocation for nonprofit public service activities that benefit low- and moderate-income residents.
38 We received 28 applications. The Community Improvement Commission reviewed and
39 recommends funding 19 of these organizations based on the use of funds and track record of the
40 agencies. A copy of the FY2023-2024 CDBG non-profit grant recommendations are included as
41 Exhibit E). The City's FY 2023-2024 CDBG budget includes \$58,000 for nonprofit service
42 contracts. No additional funding appropriation is required.
43

1 Following general discussion, Mayor Pro tem Kincaid made a motion to approve the CDBG non-
2 profit grant recommendations for FY2023-2024 as presented. Council Member Jackson seconded
3 the motion, and it was approved by unanimous vote.

4 **Public Hearing Relating to Lease and Option To Purchase Swanee Theatre (Mike Legg,**
5 **City Manager, Walter Safrit, City Attorney) (Copy included as Exhibit F)**

6 City Manager Legg asked that this Public Hearing be tabled to the July 24, 2023, City Council
7 Meeting. Motion was made by Council Member Wilson and seconded by Council Member
8 Dayvault. The motion was approved by unanimous vote.
9

10 **Budget Ordinance for FY 2023-2024 (Kristin Jones, Assistant to the City Manager) (Copy**
11 **included as Exhibit G)**

12 Mrs. Jones stated that The City Manager has given multiple presentations regarding the upcoming
13 fiscal year 2023-2024 budget. A public hearing on the recommended budget for FY 2023-2024
14 was held on June 12, 2023, in accordance with North Carolina General Statute 159-12 (b). The
15 Budget Ordinance hereby establishes the FY 24 budget for the City's seven annual funds. This
16 Budget Ordinance provides a spending plan for the City for the next 12 months. Adoption of the
17 Budget Ordinance is required before June 30th of each year. The Ad Valorem Tax Rate remains at
18 \$0.63 per \$100 property valuation. This rate is based on an estimated valuation of \$6,190,764,848
19 and an estimated 98.95 percent collection rate, the audited FY 22 collection rate.
20

21 There being no questions or comments, Council Member Wilson made a motion to approve the
22 Budget Ordinance for FY 2023-2024. Motion was seconded by Council Member Dayvault and
23 approved by unanimous vote.
24

25 **Fee Schedule for FY 2023-2024 (Kristin Jones, Assistant to the City Manager) (Copy**
26 **included as Exhibit H)**

27 Mrs. Jones explained this fee schedule implements the fees necessary to execute and
28 implement the budget ordinance. Most of the fees remained unchanged for the upcoming
29 fiscal year. There are a few changes identified and highlighted in the fee schedule attached.
30 Most of the fee changes occur in the Parks and Recreation Department. Adopting a fee
31 schedule annually is a preferred way of ensuring that all fees are properly charged to residents
32 and non-residents alike.
33

34 There being no questions or comments, Council Member Berry made a motion to approve
35 the Fee Schedule for FY 2023-2024. Motion was seconded by Council Member Wilson and
36 approved by unanimous vote.
37

38 **Community Improvement Commission Appointments (Sherry Gordon, Community**
39 **Development Program Administrator)**

40 The Community Improvement Commission has three members with terms expiring on June
41 30th and one vacant seat with an unexpired term to fill. Amos McClorey, Jacqueline
42 Anthony, and Spencer Swain's terms will expire on June 30th, and they all have expressed

1 interest in continuing to serve on the commission. Staff supports reappointing these
2 members. Teresa (Tess) Dalsing relocated outside of the city limits, thereby creating a vacant
3
4 seat with an unexpired term, and the staff recommends appointing John Middleton to fill the
5 vacant seat.
6

7 Council Member Dixon made a motion to appoint Amos McClorey, Jacqueline Anthony, and
8 Spencer Swain to another three-year term to expire June 30, 2026. Additionally, appoint John
9 Middleton to serve out the Mrs. Dalsing's remaining term to expire June 30, 2024. Motion was
10 seconded by Council Member Dayvault and approved by unanimous vote.
11

12 **Parks and Recreation Commission Appointments (Gary Mills, Parks & Recreation Director)**

13 The Parks and Recreation Commission has three members with terms expiring on June 30. The
14 applications were reviewed at the May 9th, 2023, meeting of the Kannapolis Parks and Recreation
15 Commission and it was recommended that Olivia Linkel, Rick Money, and Buddy Amerson be
16 reappointed to new three-year term expiring June 30, 2026.
17

18 Mayor Pro tem Kincaid made a motion to reappoint Olivia Linkel, Rick Money and Buddy Amerson
19 to a three-year term expiring June 30, 2026. Motion was seconded by Council Member Jackson and
20 approved by unanimous vote.
21

22 **Appointments to the Planning and Zoning Commission (Richard Smith, Planning Director)**

23 The Planning and Zoning Commission will have four upcoming openings: three due to expiring
24 terms and one due to a current member moving out of the City's jurisdiction. Staff is recommending
25 the reappointment of both Chris Puckett and Shelly Stein to new three-year appointments. Staff is
26 recommending the appointment of Jamie Richardson to fill the unexpired term of Daniel O'Kelly.
27 Mr. O'Kelly's term will expire June 30, 2025. Staff is also recommending the appointment of
28 Daisy Malit from the Board of Adjustment to the Planning and Zoning Commission to fill the
29 expiring term of Travis Gingras, term to expire June 30, 2026.
30

31 Council Member Dayvault made a motion to appoint Chris Puckett and Shelly Stein to a three-
32 year term expiring June 30, 2026. Appoint Jamie Richardson to a three-year term expiring June
33 30, 2025. Additionally, move Daisy Malit from the Board of Adjustment to the Planning and
34 Zoning Commission, term to expire June 30, 2026. Motion was seconded by Council Member
35 Wilson and approved by unanimous vote.
36

37 **Appointments to the Board of Adjustment (Richard Smith, Planning Director)**

38 The Board of Adjustment has five openings due to three expiring terms, the unfilled Rowan County
39 ETJ Representative, and the vacancy created by the recommended appointment of Daisy Malit to
40 the Planning and Zoning Commission. Staff is recommending the reappointment of Emily Joshi,
41 Holden Sides and Wilfred Bailey to a three-year term.
42
43

1 The appointment of Chris Dwiggins to fill the unexpired term of Daisy Malit, term expiring June
2 30, 2026, and Staff is recommending that Council move Ms. Malit to the Planning and Zoning
3 Commission to fill the unexpired term of Travis Gingras, term to expire June 30, 2026.
4

5 Council Member Berry made a motion to reappoint Emily Joshi, Holden Sides and Wilfred
6 Bailey to a three-year term expiring June 30, 2026. Additionally appoint Chris Dwiggins to fill
7 the unexpired term of Daisy Malit, term expiring June 30, 2026, and move Ms. Malit to the
8 Planning and Zoning Commission, her term to expire June 30, 2026. Motion was seconded by
9 Council Member Dixon and approved by unanimous vote.
10

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

13 The Kannapolis Development Ordinance and State statutes require that the Board of Adjustment
14 have at least one member who resides in the City's Extra-territorial Jurisdiction (ETJ). The Board
15 of Adjustment has been without an ETJ representative since the resignation of Boyd Hardin at the
16 end of his term June 30, 2021. The Kannapolis Development Ordinance and State statutes require
17 that the Board of Adjustment have at least one member who resides in the City's Extra-territorial
18 Jurisdiction (ETJ).
19

20 It is recommended that Council recommend to the Rowan County Board of Commissioners, the
21 appointment of Mike McClain to serve on the Board of Adjustment as the City's ETJ
22 representative. The appointment of the ETJ Representative for Rowan County will occur once the
23 Rowan County Board of Commissioners have reviewed the interested applicants for this position.
24

25 Council Member Wilson made a motion to recommend to the Rowan County Board of
26 Commissioners the appointment of Mike McClain to serve as the City's ETJ representative on the
27 Kannapolis Board of Adjustment. Motion was seconded by Mayor Pro tem Kincaid and approved
28 by unanimous vote.
29

30 **CITY MANAGER REPORT:**

31 Mr. Legg noted that Assistant City Manager Eric Davis has officially retired from the City of
32 Kannapolis. Mr. Davis has accepted a similar Assistant City Manager position with the Town of
33 Fort Mill, South Carolina. Mr. Mills became a valued member of the City's staff leadership team
34 since 2010. Mr. Davis was congratulated and given a round of applause for his tenure with the
35 City.
36

37 **CITY COUNCIL COMMENTS:**

38 Council Member Wilson applauded the Public Works Staff along with the Police and Fire
39 Department in their efforts last Monday afternoon following flash flooding from heavy rains.
40 Homes on Tiffany Avenue suffered extensive flooding. The American Red Cross is assisting
41 approximately 30 residents who have been displaced.
42
43

1 Mayor Hinnant commented there is a lot of citizens who want to be a part of what is going on in
2 Kannapolis. There is a list of citizens who don't get the opportunity to serve on any of our
3 committees. There were citizens who volunteered for the Focus Groups but did not have an
4 opportunity to serve. He asked Mr. Legg if we had all the committees we need that would assist
5 the City in achieving our goals. He challenged Staff to see if there are two or three committees that
6 may be valuable for this community. He asked Mr. Legg if that would be possible to ascertain in
7 the next few months. Mr. Legg agreed.

8
9 Council Member Dayvault agreed with creating new committees or groups. He would like to see
10 more community groups like Yard of the Month Club or a Tree Preservation Group. Mr. Legg
11 interjected that previously there was an Environmental Stewardship and Beautification
12 Commission, which Staff will be re-establishing. As part of that Committee would be tree
13 preservation. Also, the Historical Preservation and Cultural Arts Commission is in the works. He
14 indicated there will be an opportunity for more evolving committees and Staff will bring back a
15 list of possibilities. The Mayor stated that the Metro Mayors meets on Wednesdays and he had
16 polled a couple of other Mayors to see what kind of committees they have in their town to see if
17 there were something that would work for Kannapolis. He will keep Council informed as well as
18 Mr. Legg.

19
20 **SPEAKERS FROM THE FLOOR:**

21 Richard Penk of 522 Courtland Ct, Kannapolis explained that he is a member of the Salisbury Elks
22 Lodge #699 and a past lodge President. Mr. Penk requested permission to place one of their pop-
23 ups 12x12 canopy tents along West Avenue during the ballgames to distribute information about
24 their Drug Awareness Program. No cost, they only want the opportunity to hand out anti-drug
25 literature.

26 **CLOSED SESSION –**

27 Mayor Pro tem Kincaid made a motion to go into Closed Session pursuant to NCGS 143-318.11
28 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and NCGS
29 43.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or
30 businesses in the area. Motion was seconded by Council Member Dayvault and approved by
31 unanimous vote.

32 Council went into closed session at 7:00 PM.

33
34 There being no further business brought before Council, Council Member Wilson made a motion
35 to come out of closed session. Motion was seconded by Council Member Dayvault and approved
36 by unanimous vote.

37
38 Council resumed regular session at 8:15 PM

39
40 Council Member Berry made a motion to adjourn the meeting. Motion was seconded by Council
41 Member Dayvault and approved by unanimous vote.

1 The meeting adjourned at 8:15 PM on Monday, June 26, 2023.

2
3
4
5 _____
6 Milton D. Hinnant, Mayor

7 _____
8 Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: Closed Session Minutes June 12, 2023

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

July 24, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: Closed Session Minutes June 19, 2023

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

July 24, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: Closed Session Minutes June 26, 2023

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

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **CASE NO. CZ-2022-08** Continue Public Hearing from May 22, 2023 Rezoning request - Trinity Church Rd and Stirewalt Rd.

Action Requested by City Council

1. Consider a motion to adopt a Statement of Consistency for CZ-2022-08
2. Consider a motion to approve the Resolution to Zone for CZ-2022-08

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, John "Jack" McKinley, is requesting to rezone approximately 35.5 +/- acres of property located at 6205 Stirewalt Road and 5032 Trinity Church Road, further identified as Cabarrus County Parcel Identification Numbers 46939615960000 and 46939663830000 from Agricultural (AG) zoning district to a Residential 4 (R4-CZ) zoning district to allow for a 56-lot single-family detached residential development.

As shown on the subdivision plan, full-movement access is being provided on both Stirewalt Road and Trinity Church Road, both of which are NCDOT maintained. Both of these proposed points of access have received conceptual approval by NCDOT and the City. A Traffic Impact Analysis (TIA) is not warranted for the number of daily/hourly trips provided for this number of lots.

As proposed on the subdivision plan, the minimum lot size is 15,000 square feet, with the largest lot being shown as 39,239 square feet. The minimum lot dimensions are shown as 75'X125' for width and depth minimums, but the overall lot area would be required to meet the 15,000 square foot minimum.

Two detention/water quality ponds are shown on the southern property boundary along with areas set aside for landscaped buffering/berms along both road frontages.

Although the applicant intends to connect to City water and sanitary sewer, information has been provided to staff and was also presented at the neighborhood meeting held on November 2, 2022, regarding alternative individual septic systems. The applicant has indicated that they fully intend to utilize City sewer, but given the timing and uncertainty of wastewater allocation and capacity in the short-term, individual septic systems were being proposed as a possible alternative. Additional concerns brought up at the neighborhood meeting by area residents included the proposed lot size, buffering/screening, well contamination (assuming aforementioned septic alternative) and consistency with the character of surrounding neighborhoods.

Although the applicant is requesting the R4-CZ zoning designation, which allows for a density of up to 4 units per acre, the overall density being requested is 1.56 dwelling units per acre. This density calculation assumes the total acreage divided by the total number of lots and includes common open space, landscaped buffers, and natural areas. Since this request is for conditional rezoning, the requested density of 1.5 units per acre is all that would be permitted if approved. Under the current AG zoning, the maximum density is 1 unit per acre with a 1-acre minimum lot size. The proposed density also fits within the density requirements of the R2 Residential Zoning District. Surrounding properties are zoned City of Kannapolis AG or Cabarrus County AO (Agriculture/Open Space). The subject properties were part of a rezoning petition withdrawn by MI Homes in 2018, which included additional properties along with higher density and smaller lots. The properties were initially zoned AG in 1999 as part of the Coddle Creek Annexation by the City.

The Planning and Zoning Commission denied the rezoning request at their December 13, 2022 meeting. Subsequent appeal was made by the applicant de novo for City Council to make a final decision on the rezoning request.

City Council conducted a Public Hearing (case No. CZ-2022-08) regarding the applicant's request to rezone to R4-CZ on February 13, 2023. The hearing was closed and City Council continued the case to March 13, 2023. The case was continued at the March 13, 2023 meeting to April 24, 2023. City Council instructed the Planning Department to bring the matter back before them for consideration of amending the zoning map to rezone the property from AG (Agricultural) to R2 (Residential) Zoning District. Notice of a public hearing was provided for this property to be considered for rezoning to R2 Residential as well as R4-CZ. At the May 22, 2023 City Council meeting, the applicant requested that the hearing be continued to July 24, 2023.

After further review, the applicant's engineer has determined that if the R2 zoning is applied to this project, 50 lots would be the most lots permitted. Under the R4-CZ rezoning request, the applicant was requesting no more than 56 lots total. The applicant has offered to make the minimum lot width requirement 85 feet under the R4-CZ zoning (presently 75 feet is allowed). The R2 zoning district requires a minimum lot width of 100 feet.

City Council may rezone this property R4-CZ as originally requested by the applicant with the agreed upon conditions; rezone the property to R2 as most recently advertised; or, deny this request for any zoning map amendment.

Fiscal Implications

None

Policy Issues

Section 2.5.A.(2).c of the KDO states that Amending the Zoning Map is a matter committed to the legislative discretion of the Planning and Zoning Commission or of the City Council, as authorized by this section. In determining whether to adopt or deny the proposed amendment, the Planning and Zoning Commission or the City Council, as applicable, may consider, and weigh the relevance of, whether and to what extent the proposed Zoning Map amendment:

- 1. Is the proposed rezoning consistent with the Comprehensive Plan and other applicable adopted City plans?** The property is in the "Neighborhood Transition 1" Character Area as designated in the Move Kannapolis Forward 2030 Comprehensive Plan. This Character area's primary use is listed as single-family detached residential with a desired density not to exceed 2 units per acre. The proposed use(s) is consistent with the goals and objectives of the Plan.
- 2. Is the proposed rezoning in conflict with any provision of this Ordinance or the City**

Code of Ordinances? No. The property is currently vacant.

3. **Does the proposed rezoning correct an error in the existing zoning present at the time it was adopted?** No, the subject property has been zoned AG or equivalent since annexed into the City of Kannapolis in 1999.
4. **Does the proposed rezoning allow uses that are compatible with existing and allowed uses on surrounding land and with the stability and character of any adjacent residential neighborhoods?** Yes, the subject property is located approximately one-half mile west of the intersection of Mooresville Road (NC 3) and Kannapolis Parkway which is anticipated to see more development in the future. The proposed subdivision plan provides for a transition from higher-density development to the east and lower-density development to the west/southwest.
5. **Does the proposed rezoning ensure efficient development within the City, taking into consideration the capacity and safety of the street network, the adequacy of public facilities, the suitability of the land for the uses allowed under the existing zoning, and other relevant considerations?** Yes, there are no anticipated traffic concerns. There are two proposed points of ingress/egress onto two NCDOT roads.
6. **Does the proposed rezoning result in a logical and orderly development pattern, taking into consideration the size of the subject lands and the zoning and existing and proposed development on surrounding lands?** Yes, the proposed development provides a balance between surrounding low-density single-family residential land uses and the maximum density supported in the Comprehensive Plan.
7. **Does the proposed rezoning result in significant adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?** There are no negative environmental impacts, and the development will be required to conform to all applicable local, state, and federal environmental regulations. The property is located along the fringe of the Protected Watershed Area for the Coddle Creek Reservoir (WSII BW) which limits the maximum built-upon area to 12% utilizing the low-density option.

Legal Issues

None

Recommendations and Alternate Courses of Action

City Council may take one of the following actions on this rezoning:

Approve and determine consistency: City Council finds that the proposed R2 zoning district is consistent with the "Neighborhood Transition 1" Character Area as designated in the Move Kannapolis Forward 2030 Comprehensive Plan. [a separate Statement of Consistency is provided as an attachment]

Motion 1- Move to adopt the Statement of Consistency

Motion 2- Move to adopt rezoning of the property to R2

Deny and not consistent: City Council finds that the proposed zoning district is not consistent with the Comprehensive Plan and does not consider the action to be reasonable and in the public interest. [a separate Statement of Inconsistency is provided as an attachment]

Motion 1- Move to adopt the Statement of Inconsistency

Motion 2- Move to Deny rezoning of the property to R2

City Council may also revert back to consideration of the applicant's original request to rezone this property to R4-CZ. If so, Council may take one of the following actions:

Approve with conditions and consistency: City Council finds that the proposed R4-CZ zoning district is consistent with the "Neighborhood Transition 1" Character Area as designated in the Move Kannapolis Forward 2030 Comprehensive Plan. [a separate Statement of Consistency is provided as an attachment]

- Motion 1- Move to adopt the Statement of Consistency
- Motion 2- Move to adopt rezoning of the property to R4-CZ

Deny and not consistent: City Council finds that the proposed zoning district is not consistent with the Comprehensive Plan and does not consider the action to be reasonable and in the public interest. [a separate Statement of Inconsistency is provided as an attachment]

- Motion 1- Move to adopt the Statement of Inconsistency
- Motion 2- Move to Deny rezoning of the property to R4-CZ

Attachments

1. Notice of Appeal
2. CZ App
3. Map
4. Neighborhood Meeting Info
5. R4 v R2
6. Public Notice Ad CC May 22
7. List of Notified Properties
8. Notice to Adjacent Property Owners
9. Posted Public Notice
10. 2023-07-12_McKinleyRezoning_ConditionalRezoningPlan
11. 2023-04-30 R2 SITE PLAN
12. CZ-2022-08 CC Statement of Consistency R2
13. CZ-2022-08 CC Resolution to Zone R2 Final
14. CZ-2022-08 CC Statement of Consistency R4-CZ
15. CZ-2022-08 CC Resolution to Zone R4-CZ

NOTICE OF APPEAL

APPLICANT CONTACT:

Applicant &

Property Owner:

John F. McKinley and
LaRue Sims Credle, Trustee and Clifton M. Credle, Jr., Trustees of
The LaRue Sims Credle Revocable Living Trust
c/o Jack McKinley
702 Possum Trot Road
Blacksburg, SC 29702
Phone: 980-622-5560
Email: jackmckinley@gmail.com

PROJECT INFORMATION:

Project Address:

6205 Stirewalt Road and 5032 Trinity Church Road
Kannapolis, NC
56 single family detached homes

Rezoning Case:

#CZ-2022-08

Zoning District:

The request was from a City of Kannapolis Agricultural (AG) Zoning
Designation to a City of Kannapolis Residential 4-Units Per Acre
Conditional Zoning (R4-CA) Zoning Designation.

Parcel PIN:

#46939663830000 and #4693961596000

Size of Property:

Two (2) parcels – TOTAL acreage 35.39+/-

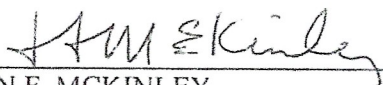
Please take Notice of the Appeal hereby filed by John F. McKinley, individually, and on behalf of LaRue Sims Credle, Trustee and Clifton M. Credle, Jr., Trustees of The LaRue Sims Credle Revocable Living Trust, to the Kannapolis City Council from an adverse decision of the Planning and Zoning Board ("Board") on December 13, 2022.

The Planning and Zoning Board voted to deny that the Project was consistent with the Comprehensive Plan as designated in the *Move Kannapolis Forward 2030 Comprehensive Plan*. The Board never stated any reasons why the Application and Project were not consistent with the Comprehensive Plan and there are no indications as to the reasoning in the minutes of the hearing as to why the Board voted that the Application was inconsistent with the Comprehensive Plan.

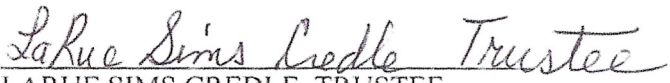
The proposed Resolution from the Planning Staff states that the "proposed uses of a single-family residential development is consistent with the goals and objectives of the Plan. Furthermore, staff finds the request for rezoning reasonable and in the public interest because it will provide development that is suitable for the area. The proposed use is also compatible with the surrounding zoning and is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor anticipated to generate parking problems or any adverse impact on the environment. The Comprehensive Plan also calls for average lot sizes of 15,000 square feet or larger for all new development, with a desired density of up to 3 units per acre."

In addition to other procedural errors in the hearing, there was no motion or vote on the approval or denial of the Board as to the Application to Rezone the Property.

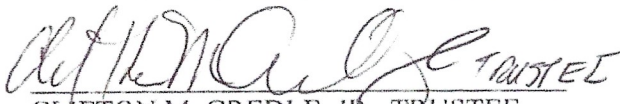
We hereby certify that all of the information presented by us in this Appeal is accurate to the best of our knowledge, information and belief.


JOHN F. MCKINLEY

DATE: 12/28/22


LARUE SIMS CREDLE, TRUSTEE

DATE: 12/28/22


CLIFTON M. CREDLE, JR., TRUSTEE

DATE: 12/28/22



Conditional Zoning Map Amendment Checklist

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. One or more of the required documents may be waived due to the size of the parcel, the proposed use or the adequacy of existing infrastructure servicing the location. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

CONDITIONAL REZONING REQUEST

Conditional Rezoning – Request for an amendment to the Kannapolis Zoning Map.

Approval authority – Planning and Zoning Commission.

Requested Rezoning Property Address: 6205 Stirewalt Rd and 5032 Trinity Church Rd

Applicant: John Mckinley

Proposed development: 56 single family detached homes

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov
- ☐ Neighborhood Meeting (if required)
- ☒ Zoning Map Amendment Checklist and Application – Complete with all required signatures
- ☒ Preliminary Major Site Plan
- ☐ PDF format on disc containing all documents rotated and formatted in sequential order based upon cover page
- ☐ Fee: \$925.00 (\$600 Application Fee, \$300 Legal Notices and notification fee, # of property owners notified [see Fee Schedule])

PROCESS INFORMATION

Public Notification: This is a legislative process that requires a public hearing and public notification including newspaper notice, first-class mailed notice to adjacent property owners and a sign posted prominently on the property (Table 2.4.F(2) of the Kannapolis Development Ordinance [KDO]).

Review Process: All applications will be reviewed for compliance and then forwarded to the Planning and Zoning Commission for consideration at a public hearing which is held monthly on the 3rd Tuesday at 6:00pm in City Hall Laureate Center. The application and all fees must be paid prior to scheduling the public hearing.

Action by Planning and Zoning Commission: After conducting a public hearing, the Commission may: deny the application; conduct an additional public hearing on the application; or approve the application with conditions.

Scope of Approval: An affirmative vote of three-fourths of the members present and not excused from voting, shall be necessary to approve a conditional rezoning request. The approval of a rezoning does not authorize development activity, but does authorize the application to apply for a final major site plan. Any final decision rendered by the Commission may be appealed within fifteen (15) days to the City Council.

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

Applicant's Signature: John Mckinley

Date: 10/26/22



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

CONDITIONAL ZONING MAP AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: John McKinley

Address: 702 Possum Trot Rd
Blacksburg, Sc 29702

Phone: 980-622-5560

Email: jackmckinley@gmail.com

(Credle's below)
Two property owners (McKinley to left)
Property Owner Contact Information ☒ same as applicant

Name: LaRue Sims Credle Trustee
Clifton M. Credle Jr Trustee

Address: 671 Lakeside Circle, Apt 822
Pompano Beach, FL 33060

Phone: 757-846-8027

Email: cliffc@icloud.com
ccredle@hotmail.com
cliffc@me.com

Project Information

Project Address: 6205 Stirewalt Rd and 5032 Trinity Church Rd, Kannapolis, NC 28081

Parcel: 46939663830000 & 4693961596000 # of parcels: 2 Approx. size of parcels: 35.59±
(attach separate list if necessary)

Current Zoning Designation: AG Requested Zoning Designation: R4 CZ

Reason for map amendment: Develop 56 single family detached homes

Condition(s) proposed by the applicant (attach separate sheet if necessary):

By signing below, it is understood and acknowledged that if the property is conditionally rezoned as requested, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such condition(s) as imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Applicant Signature: John McKinley

Property Owner Signature: LaRue Credle
Cliff Credle

10/26/22

10/26/22 Date

10/26/22 Date

For Staff Use Only:

Filing Fee: _____

Receipt #: _____

Case #: _____

Date Received: _____

I authorize John McKinley, to request a zone change, special exception certificate of approval, and any other permits for the development of my property. PIN: 469339615960000

Credle La Rue Sims 10/24/22
Owner Trustee Date

Credle Clifton M Jr. Trustee
Owner Date 10/26/22

Credle La Rue Sims Trustee
Credle Clifton M Jr Trustee
671 Lakeside Cir, Apt 822
Pompano Beach, FL 33060

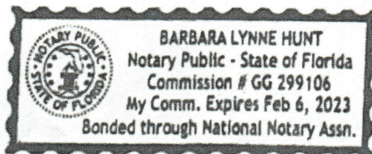
Credle La Rue Sims + Credle Clifton JR personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by my hand and official seal this day of October 26, 2022.

My Commission expires Feb 6, 2023

Barbara Lynne Hunt

Notary Public





Vicinity Map

Case Number: CZ-2022-08

Applicant: John McKinley

6205 Stirewalt Rd and 5032 Trinity Church Rd



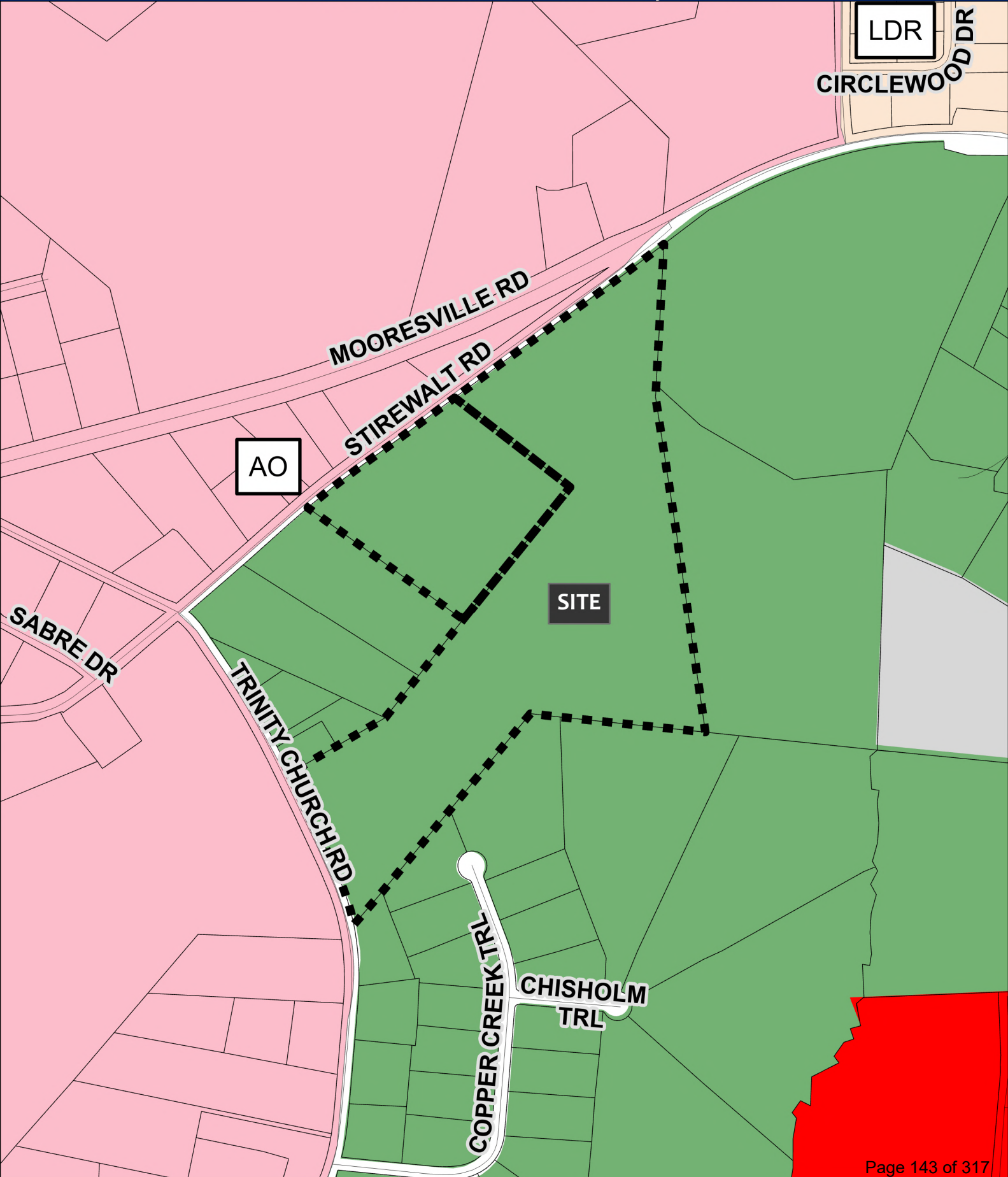


Kannapolis Current Zoning

Case Number: CZ-2022-08

Applicant: John McKinley

6205 Stirewalt Rd and 5032 Trinity Church Rd



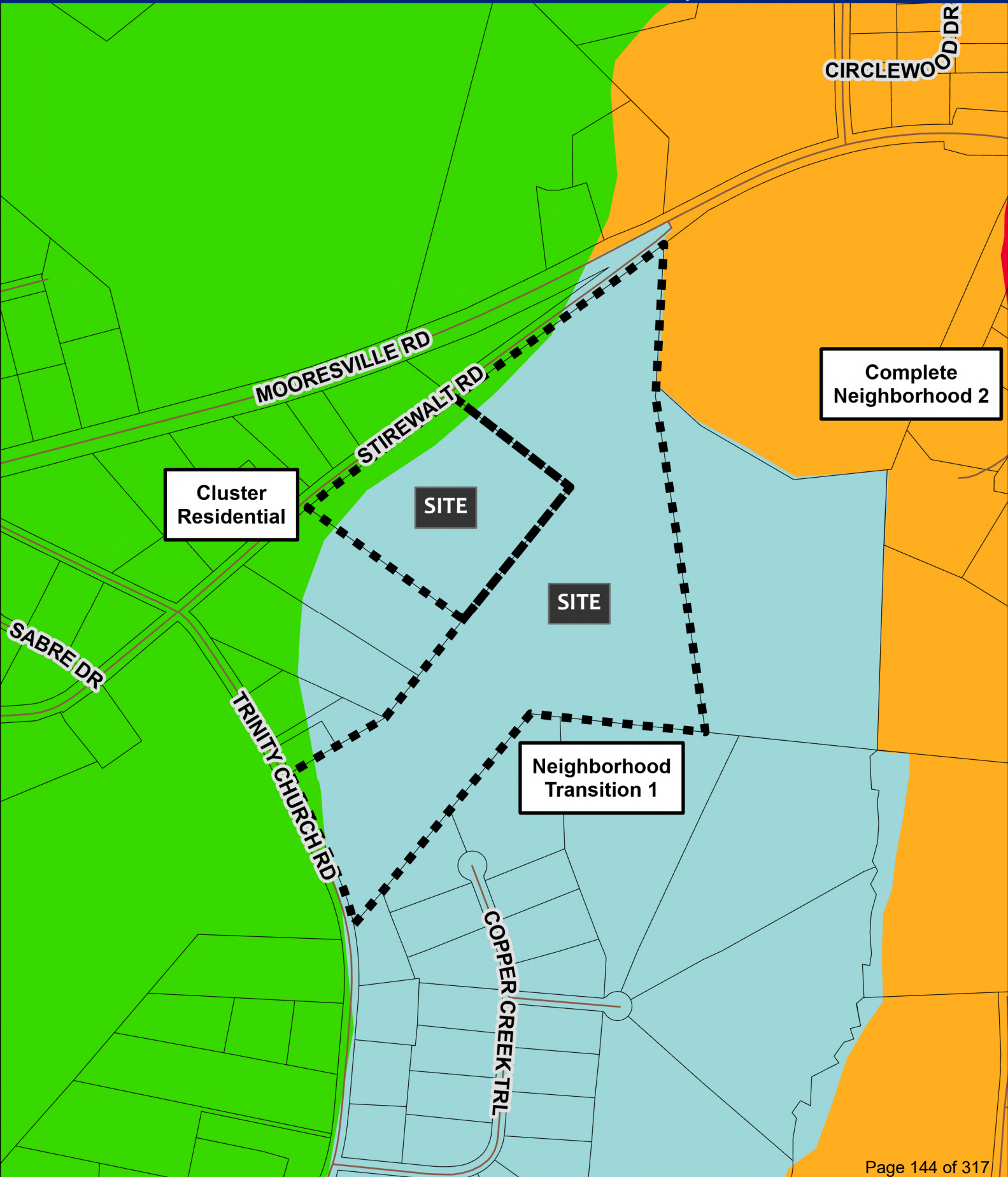


Kannapolis 2030 Future Land Use Map

Case Number: CZ-2022-08

Applicant: John McKinley

6205 Stirewalt Rd and 5032 Trinity Church Rd



October 20, 2022

Dear Landowners,

Jack McKinley the landowner has made a zone change application to the City of Kannapolis to land adjacent to your property. This property is located just Southeast north of the intersection of Trinity Church Road and Stirewalt Road, parcel identification numbers 46939663830000, and 46933961596000, 6205 Stirewalt Road and 5032 Trinity Church Road, Kannapolis, NC. This property is currently zoned as AG. Mr. Mckinley is proposing to rezone this parcel to R4 Residential District Conditional Zoning.

This development is 35.59 ± acres and will provide a single-family home community.

We invite you to join us on November 2, 2022, from 6:30 pm to 7:30 pm at the Bethpage Presbyterian Church at 6020 Mooresville Rd. Kannapolis, NC 28081 to learn about our proposed development and present any questions you may have.

City of Kannapolis Planning Department staff may also be present for this meeting. We look forward to meeting with you.



Frank Cantrell
POB Engineering, PLLC



TRINITY CHURCH NEIGHBORHOOD MEETING REPORT

Petitioner: John (Jack) McKinley

Property: ± 35.59 acres located off Trinity Church and Stirewalt Road

This Neighborhood Meeting Report is being shared with the City of Kannapolis Planning Department.

PURPOSE OF THE NEIGHBORHOOD MEETING:

To allow the petitioner to share his plan to rezone this property from AG to R4 Residential District Conditional Zoning. And to give the neighborhood the opportunity to voice their opinions and thoughts about the rezoning request.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

The required Neighborhood Meeting was in person on Wednesday, November 2, 2022. POB Engineering mailed a written notice of the date, time, and details of the Neighborhood Meeting to the adjacent owners, including owners within 200 feet of this property as required by the Ordinance.

DATE, TIME, AND PLACE OF MEETING:

The Neighborhood Meeting required by the Ordinance was in-person on Wednesday, November 2, 2022, from 6:30 PM to 7:30 PM. The meeting was held at Bethpage Presbyterian Church, 6020 Mooresville Road, Kannapolis, North Carolina.

PERSONS IN ATTENDANCE AT MEETING:

POB Engineering documented the list of registered attendees from the Neighborhood Meeting by sign-in sheets. The Petitioner's representatives at the required Neighborhood Meeting were Jack Mckinley petitioner, Ann Pilkington attorney, Michael Berkowitz land appraiser, and Frank Cantrell with POB Engineering. City of Kannapolis representatives present was Richard Smith Director of Planning, Boyd Stanley Assistant Planning Director, and Rayvon Walker Planner.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

I. Overview of Petitioner's Presentation.

Introduction and Overview of Development Plan.

Frank Cantrell welcomed everyone, and introductions were made around the conference table. After briefly introducing the project, he explained why we were having the neighborhood meeting.

Jack Mckinley gave a brief history of himself and his ties to the community and his intent to develop a quality residential community on this site.

Ann Pilkington introduced herself and Michael Berkowitz and then opened up the floor to questions.

II. Summary of Questions/Comments and Responses:

The following summary is in question (Q) answer (A) format

Q: The density of this development was questioned

A: This development is proposing a density of 1.56 dwelling units per acre. It was pointed out that this proposal is almost identical to Trinity Crossing. Kannapolis Planning staff acknowledged that less than 2 units per acre were not viewed as high density.

Several questions were asked about the Sanitary Sewer Service

Q: There was a concern about how sanitary sewer service would be provided.

A: The intent is to use public water and sewer service. It was pointed out that currently The City of Kannapolis does not have available allocation to provide sewer service and may not have any until 2024. It was explained that if needed the developer would explore using individual septic systems for each lot.

Q: Won't the septic systems contaminate our well water?

A: It was pointed out that they were also using a septic system and the newer systems if installed would meet all local and state standards.

Q: Will the homeowner association be responsible to maintain these new septic systems?

A: Each homeowner would be responsible to own and maintain their system.

Q: Will the septic system be for the entire subdivision?

A: No, each home will have its own septic system.

Q: Will the soils support septic systems and have you tested the soils?

A: Soils have not been tested at this stage of development but will be required as part of the approval process to allow or not allow the use of individual lot septic systems.

Q: It was asked if larger lots could be placed around the perimeter.

A: Because of the topography and the lot size provided it will not be possible to provide larger lots around the perimeter. Even though buffering is not required the development team offered to work with adjacent owners to provide buffering.

Q: Will the stormwater ponds become mosquito lagoons?

A: The stormwater pond shown will most likely be a sand filter basin and is designed to not have any standing water.

Q: Can the ponds be located somewhere else?

A: We can shift them around a little, but they are shown at the low point of the property and would have to remain at the locations shown

Q: There were a couple of questions about what traffic improvements the development team would provide primarily along Trinity Church Road.

A: We will meet with NCDOT and Kannapolis to determine what improvements will be required for the development of this project.

Q: What is the front yard setback, will there be enough room to park in the driveway without blocking the sidewalk, so children don't have to play in the street?

A: Homes will have a 25' setback from the road right of way and plenty of space for a pickup without overhang onto the sidewalk, the total distance from the road edge of pavement to the front of the home is approximately 40'.

Q: Will road improvements take place before new homes are started?

A: Road improvements if required will be delayed if possible so that construction traffic will not cause potential damage to new pavement.

Q: Why are roads stubbed out to adjacent parcels?

A: They are to provide connectivity to future neighborhoods it is also a planning requirement. In some cases, if street stubs are not provided the adjacent parcel would be landlocked.

Q: What type of construction materials will be used; we do not want cheap cookie-cutter type homes built.

A: We will work with the Kannapolis planning department to determine the minimum acceptable materials to use and those will be made part of the condition zoning.

Q: Once this zoning is approved will or can the plan change to something else?

A: This will be a conditional rezoning, if the plan changes from this use or what you see presented it will have to start over with a new approval and would be presented to the neighborhood again.

RESULTS OF THE MEETING:

Neighborhood meeting attendees stated their concerns and were vocal about a past development they were not happy with. I feel questions were answered to the satisfaction of the questioners and there were not any unresolved questions at the meeting that needed follow-up. Frank Cantrell did ask for someone in the adjacent communities to put together a list of items that they would like to see happen with the development of this new community and to email it to him.

Sign-in sheet for the attendees is attached to this meeting report.

cc: Boyd Stanley, Assistant Planning Director
Jack McKinley, Petitioner
Frank Cantrell, POB Engineering

**NEIGHBORHOOD MEETING
FOR THE
Credle/McKinley Property Rezoning
Wednesday, November 1, 2022**

Name	Address	Phone Number	Email
Frank Cantrell	POB Engineering	frank.cantrell@pobengineering.com	
Laura + Gray Johnson	6947 Drakestone Rd	704 785-7158	grayjohns49@aol.com
Bob + Kay Doty	6325 Stinewalt RD Kannapolis NC 28081	704-934-2640	BobDoty
Donna + Mike Cox	4926 Trinity Church Rd Kannapolis NC 28081	704-934-2640	donnawcox@yahoo.com rsmusth@kannapolisnc.gov
Richard Smith	Citrot Kannapolis	704-920-4325	
Cathy + Steve Dierdt	4870 Copper Creek Trail, Kannapolis NC	704-938-8355	CathyDierdtADK@gmail.com
Joe + Kim Hall	4918 Copper Creek Trail		
Tim Allen	4942 Trinity Church Rd Kannapolis NC	704-467-1935	
Keistina Salas	6413 Stinewalt Rd Kannapolis NC 28081	910-315-4557	
Kevin Satrit	6413 Stinewalt Rd Kannapolis NC	704-308-6742	
JEFF ASHBROUGH	4949 Copper Creek Trail Kannapolis NC	704-975-0471	jashbaugh@benesch.com
Josh Poe	4929 Copper Creek Trail Kannapolis NC	980-939-3414	JPoe71089@yahoo.com
Derek Moore	6121 Chisholm Trail Kannapolis NC	919-360-5406	dhmoore44@gmail.com
Catherine Page	3025 Copper Creek Tr Kannapolis NC	704-791-5345	cpagel64@gmail.com
DANIEL DUNN	6008 STINEWALT RD.	704-763-7630	DANIELDUNN@GMAIL.COM
Mickey + Lindsay Kamy	3339 Trinity Church Rd.	704-280-2354	civarrackham18@gmail.com
SAM + LINDA MOORE	6121 CHISHOLM TRAIL	704-933-8318	SMOORE1928@HOTMAIL.COM

**NEIGHBORHOOD MEETING
FOR THE
Credle/McKinley Property Rezoning
Wednesday, November 1, 2022**

[illegible]

Head count 45
On the roster 29

	R2	R4*
Lot Width	100	75
Density	2 units per acre	4 units per acre
<u>Setbacks:</u>		
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 5 conditions of approval. These conditions include the densities of the conceptual plan, no more than 56 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.*



Order Confirmation

Order# 0000834574

PO Box 27283
Richmond, VA 23261-7283

Client: CITY OF KANNAPOLIS
Phone: 7049204300

Pavor : CITY OF KANNAPOLIS
Phone: 7049204300

Account: 3143368
Address: BRIDGETTE BELL
KANNAPOLIS NC 28081

Account: 3143368
Address: BRIDGETTE BELL
KANNAPOLIS NC 28081

Sales Rep **Accnt Rep** **Ordered By**
aboan aboan Pam

Fax: 7049337463
Email: ap@kannapolisnc.gov

Total Amount \$618.00

Payment Amount \$618.00

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

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

0 0 1

Ad Number **Ad Type** **Ad Size** **Color**
0000834574-01 CLS Liner 2 X 49 li \$0.00

Production Method
AdBooker (liner)

Production Notes

Product and Zone **Placement** **Position**
CON Independent Trib C-Announcements General-Spec Notice

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING 401 Laureate V

Run Dates 5/12/2023, 5/19/2023

TagLine: NOTICEOFPUBLICHEARING401LAUREATEWAYKANNAPOLISNCCIT
2023AT600PMZONINGMAPAMENDMENTCZ202208PUBLICHEA

Inserts
2



NOTICE OF PUBLIC HEARING
401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday May 22, 2023 at 6:00 pm

Zoning Map Amendment - CZ-2022-08 - Public Hearing to consider a request to rezone properties located at 6205 Stirewalt Road and 5032 Trinity Church Road from City of Kannapolis Agricultural (AG) zoning district to City of Kannapolis Residential 4- Conditional Zoning (R4-CZ) or Residential 2 Zoning (R2) to allow for a 56-unit single-family residential development. The subject properties are approximately 35.59 +/- combined acres and further identified as Cabarrus County Parcel Identification Numbers 46939615960000 and 46939663830000.

Voluntary Annexation A-2023-04 - Public Hearing to consider the voluntary noncontiguous annexation of twenty-seven (27) properties which are approximately 176.034 +/- combined acres located south of Old Beatty Ford Road and further identified as Rowan County Parcel Identification Numbers 139 047, 139 021, 139 072, 139 052, 139 060, 138 009, 139 022, 139 028, 139 020, 139 057, 139 054, 139 026, 139 005, 139 004, 139 078, 139 048, 139 070, 139 036, 139 073, 139 01201, 139 083, 139 044, 139 059, 138 068, 139 050, 139 069 and 138 007.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Kannapolis, should contact the office of Tina H. Cline, Human Resource Director, by phone at 704-920-4302 or by email at tccline@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: May 12, 19, 2023.

AcctName1	MailAddr1	MailCity	MailState	MailZipCod
ANDREW & SAMANTHA RIDDLE	6088 MOORESVILLE RD	KANNAPOLIS	NC	28081
BETHPAGE PRESBYTERIAN CHURCH	6020 MOORESVILLE RD	KANNAPOLIS	NC	28081
DANIEL & KYLE DUNI	6208 STIREWALT RD	KANNAPOLIS	NC	28081
ERNEST & BARBARA BROCK	4937 TRINITY CHURCH RD	KANNAPOLIS	NC	28081
FREDERIC & KATHERINE ROBERTS	6045 STIREWALT RD	KANNAPOLIS	NC	28081
GARY HAMBLIN ESTATE	PO BOX 1262	KANNAPOLIS	NC	28082
GLENN LAMAR BENFIELD TRUSTEE				
DEBRA FABER BENFIELD TRUSTEE	101 ROLLING VIEW DR	NEW LONDON	NC	28127
JAMES & MEREDITH LASSITER	6111 CHISHOLM TRL	KANNAPOLIS	NC	28081
JAMES R JR DOTY & SANDRA CARTER	6325 STIREWALT ROAD	KANNAPOLIS	NC	28081
JOHN & MEENA SMITH TRUSTEE	6292 CHAMAR CIR	KANNAPOLIS	NC	28081
JOHN MCKINLEY	702 POSSUM TROT RD	BLACKSBURG	SC	29702
JOHNNIE HARDEMAN	524 ANNEX ST	KANNAPOLIS	NC	28083
LA RUE SIMS CREDLE TRUSTEE				
CLIFTON M JR CREDLE TRUSTEE	671 LAKESIDE CIR APT 822	POMPANO BEACH	FL	33060
PUBLIC SERVICE CO OF N C INC				
ATTN: ELLEN DIGH	PO BOX 1398	GASTONIA	NC	28053
PURA VIDA INTERNATIONAL LLC	6814 HIGHGROVE PL	CONCORD	NC	28027
ROBERT & BETH ROCHEVOT (LF EST)	5015 COPPER CREEK TRL	KANNAPOLIS	NC	28081
ROBERT & BRIDGET ROSSER	6100 MOORESVILLE RD	KANNAPOLIS	NC	28081
SAMUEL & LINDA MOORE	6121 CHISHOLM TRL	KANNAPOLIS	NC	28081
TIMOTHY ALLEN	6212 MOUNTAIN VINE AVE	KANNAPOLIS	NC	28081
TONY & KIM RIDDLE	6070 MOORESVILLE RD	KANNAPOLIS	NC	28081
WILLIAM & CATHERINE PAGE	5028 COPPER CREEK TRL	KANNAPOLIS	NC	28081



May 11, 2023

Dear Property Owner:

Please be advised that the Kannapolis City Council will conduct a Public Hearing on Monday, May 22, 2023 at 6:00 PM, in the Laureate Center located at 401 Laureate Way, Kannapolis, NC for the following case:

CZ-2022-08 – Zoning Map Amendment – 6205 Stirewalt Road and 5032 Trinity Church Road

The purpose of the Public Hearing is to consider a request to rezone properties located at 6205 Stirewalt Road and 5032 Trinity Church Road from City of Kannapolis Agricultural (AG) zoning district to City of Kannapolis Residential 4- Conditional Zoning (R4-CZ) or Residential 2 Zoning (R2) to allow for a 56-unit single-family residential development. The subject properties are approximately 35.59 +/- combined acres and further identified as Cabarrus County Parcel Identification Numbers 46939615960000 and 46939663830000 (see reverse side of this letter for a map showing the location of this property).

As a nearby property owner, you are being notified of this public hearing in accordance with the requirements of the Kannapolis Development Ordinance. You are invited to attend the public hearing and present testimony, if you desire, to City Council.

If you have any questions about the public hearing or request, please do not hesitate to call the Planning Department at 704.920.4325 or rsmith@kannapolisnc.gov.

Sincerely,

Richard Smith
Planning Director

Enclosure

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Kannapolis, should contact the office of Tina H. Cline, Human Resource Director, by phone at 704-920-4302 or by email at tccline@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

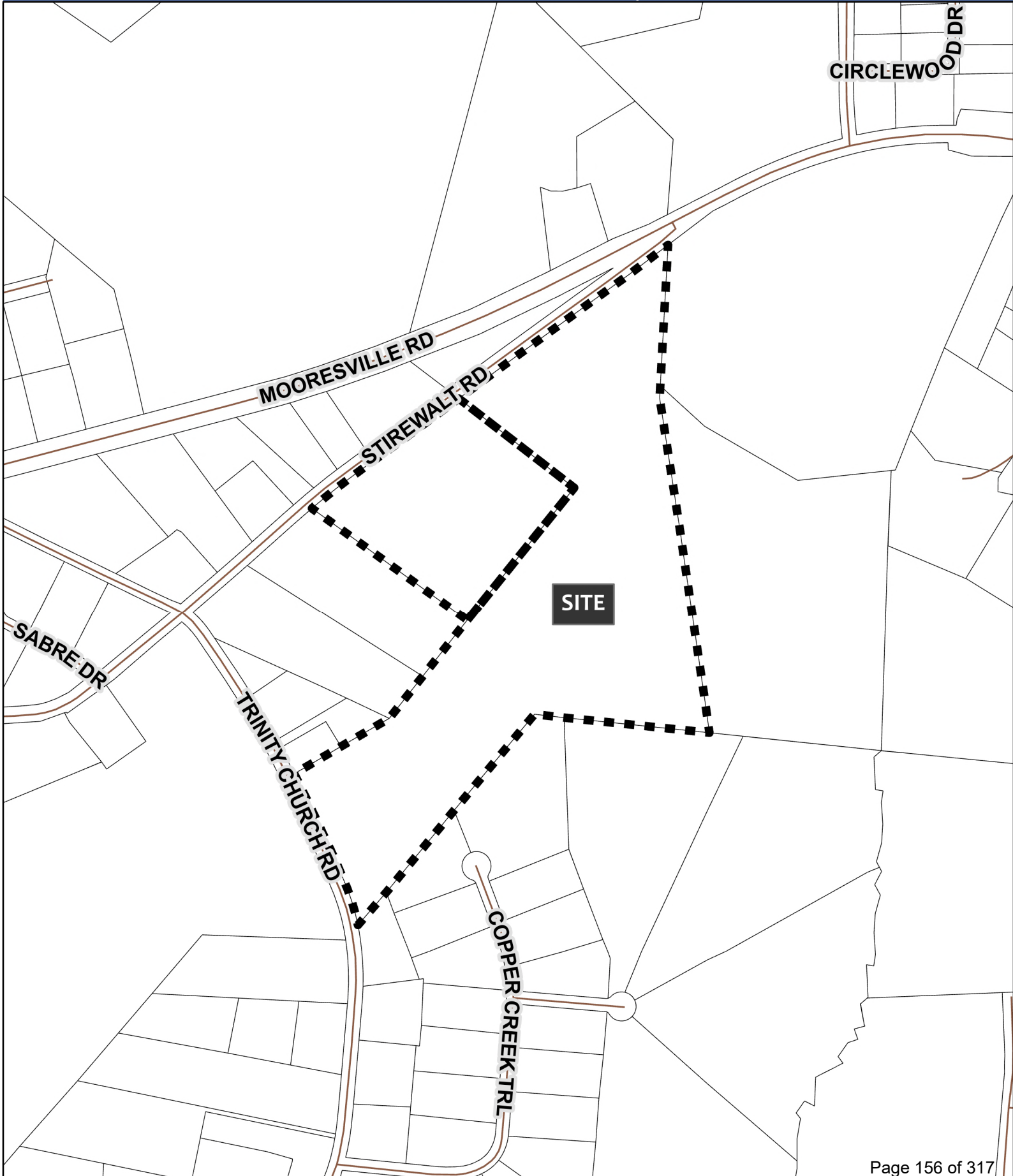


Special Use Permit

Case Number: CZ-2022-08

Applicant: John McKinley

6205 Stirewalt Rd and 5032 Trinity Church Rd







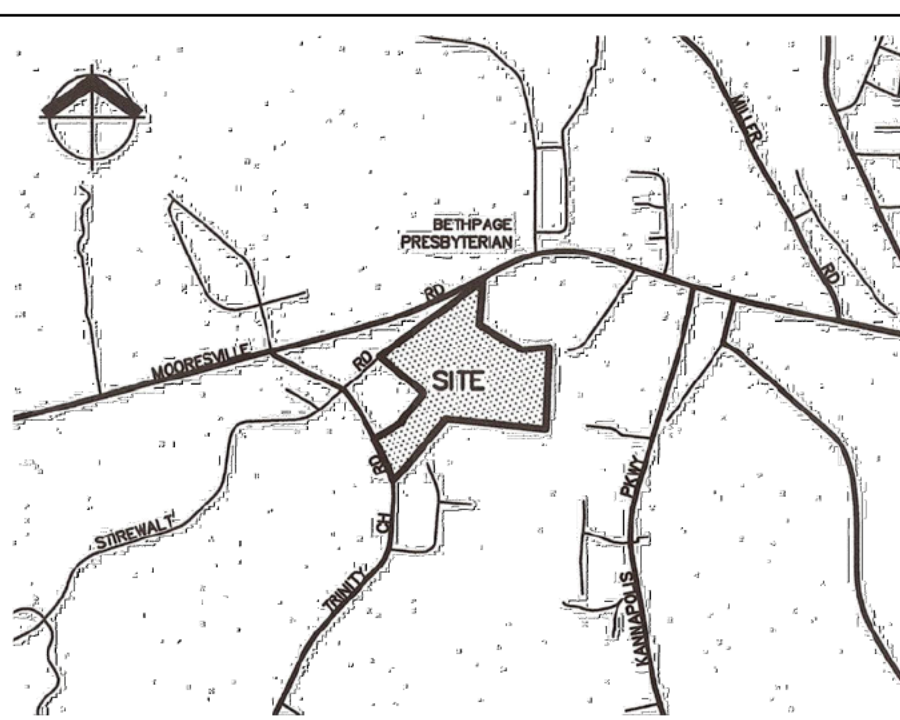
CITY COUNCIL

MEETING

**PUBLIC HEARING
INFORMATION**

CALL 704-920-4350

CASE # CZ-2022-08



VICINITY MAP
NO SCALE

DEVELOPMENT DATA

LANDS OF McKINLEY and CREDLE

OWNER:

DEVELOPER INFO:

CONTACT:

CPD

SITE ADDRESS:

GROSS SITE AREA:

P.I.D. No.:

DEED BOOK / PAGE

EXISTING ZONING:

EXISTING USE:

□ □ □ □ □

PROPOSED # OF LC

MINIMUM LOT SIZE

DOI: 10.1002/for

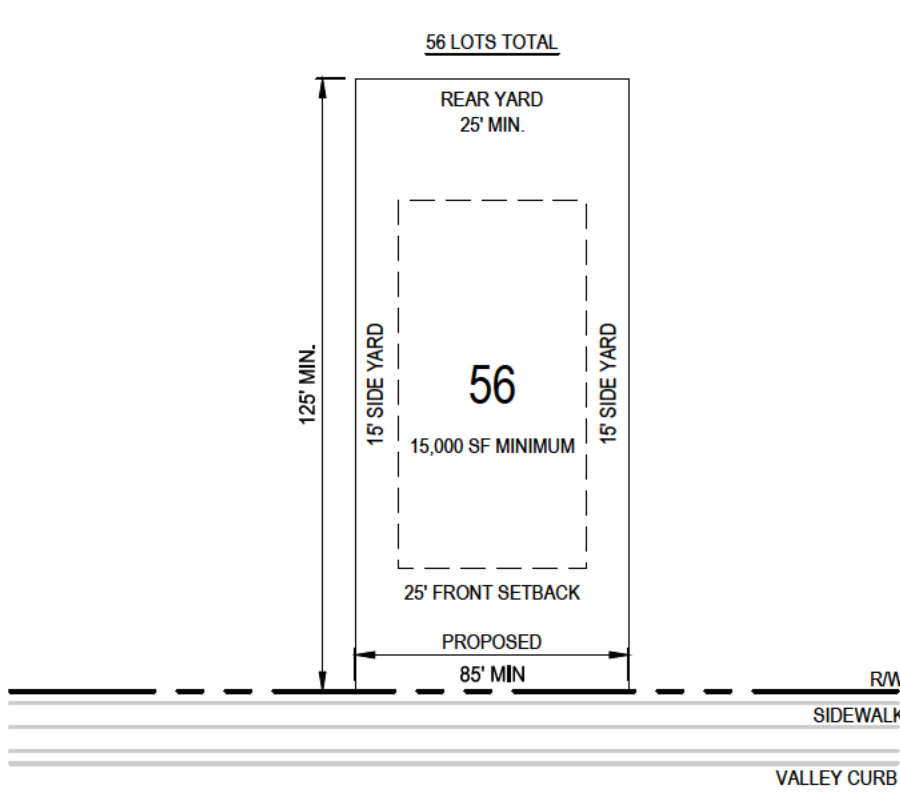
FRONT:

REAR:

BUILDING

PROPOSED R4-CZ ZONING DISTRICT

OT DIF



R4-CZ Zoning Conditions:

1. The permitted uses allowed by this rezoning shall only include the single-family detached residential maximum densities as shown on the conceptual site plan approved with this rezoning.
2. NCDOT driveway permits shall be obtained for both proposed access points.
3. A Final Site Plan, in compliance with all applicable Kannapolis Development Ordinance Standards, shall be submitted to and approved by City Staff prior to issuance of a Zoning Clearance Permit.
4. Comply with current Land Development Standards Manual.
5. The alternative individual septic/wastewater system shall only be considered if capacity/allocation are not available at the time of grading permit issuance.
6. All lots shown on this Preliminary Site Plan may not be 85' in width. All lots shall be adjusted to meet the requirement of 85' minimum width along the frontage, curved lot frontages shall meet the 85' width requirement at the front or rear setback line which ever one is the most restrictive. Final layout to be approved by City Staff prior to issuance of a zoning clearance permit.

NORTH CAROLINA COL
P-1888



July 12, 2023

PRELIMINARY SITE PLAN

TRINITY CHURCH

MCKINLEY - CREDLE

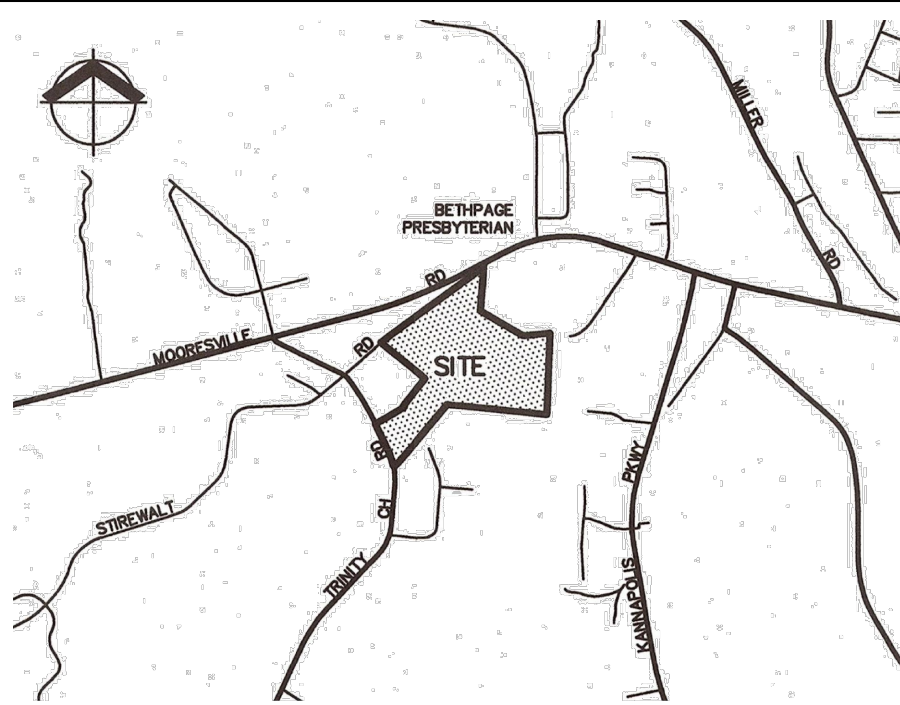
KANNAPOLIS, NORTH CAROLINA

[illegible]

DRAWN		FC
DESIGNED		FC
CHECKED		DC
PROJECT #		220221

SHEET NUMBER

C-100



VICINITY MAP
NO SCALE

DEVELOPMENT DATA
LANDS OF MCKINLEY and CREDE

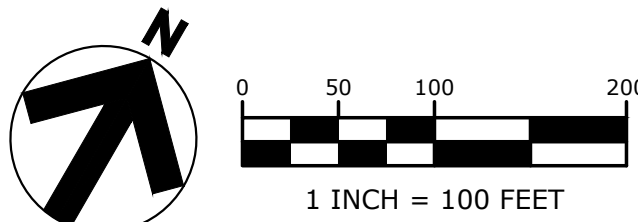
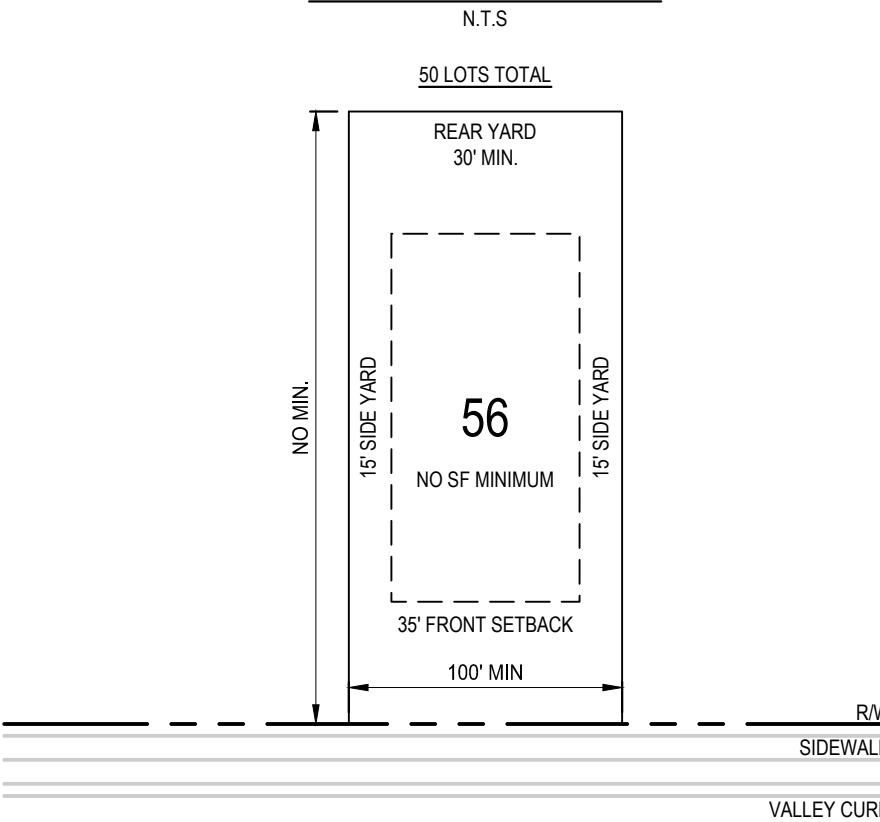
OWNER:
DEVELOPER INFO:
CONTACT:
EMAIL:

SITE ADDRESS: 6205 STIRWALT RD, and 5032 TRINITY CHURH ROAD, KANNAPOLIS, NC 28081
GROSS SITE AREA: 35.59 ± AC.
P.I.D. No.: 04-049-0001.20, 04-001-0058.00

DEED BOOK / PAGE: -
EXISTING ZONING: R2
PROPOSED ZONING: MOSTLY OPEN LAND
EXISTING USE: SINGLE FAMILY DETACHED HOMES
PROPOSED USE: 2 UNITS PER ACRE
MAXIMUM # OF LOTS: 50
PROPOSED # OF LOTS: 1.40 DUA
PROPOSED DENSITY: NONE
MINIMUM LOT SIZE:

BUILDING SETBACKS REQUIRED
LOT WIDTH (MINIMUM): 100'
FRONT: 35'
SIDE: 15'
REAR: 30'
BUILDING HEIGHT: 35'
PROPOSED STREETS: KANNAPOLIS RESIDENTIAL 60' R/W

PROPOSED R2 ZONING DISTRICT
MINIMUM LOT DIMENSIONS



PRELIMINARY SITE PLAN
TRINITY CHURCH
MCKINLEY - CREDE
KANNAPOLIS, NORTH CAROLINA

NO.	DATE	DESCRIPTION	BY

DRAWN: FC
DESIGNED: FC
CHECKED: DC
PROJECT #: 220221

SHEET NUMBER

C-100

NORTH CAROLINA COL
P-1888

PROFESSIONAL
SEAL
039811
ENGINEER
FRANK L. CANTRELL

POB
Engineering

Charlotte, NC 28278
704-564-3824
Frank.Cantrell@pobengineering.com



RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO CASE #CZ-2022-08

WHEREAS, Sections 160D-604 and 160D-605 of the North Carolina General Statutes specify that when adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and explain why the action taken is reasonable and in the public interest; and

WHEREAS, Section 2.3.B(1).a. of the Kannapolis Development Ordinance delegates final authority to the Planning and Zoning Commission on zoning map amendments subject to an affirmative vote of three-fourths of the Commission members present and not excused from voting, or if there is no appeal of the decision; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on December 13, 2022 and denied the request to rezone; and

WHEREAS, the matter was appealed to City Council for consideration, then City Council shall have the authority to make a final decision on the requested rezoning; and

WHEREAS, on May 22, 2023 the City Council conducted a public hearing to consider a request to rezone property located at 6205 Stirewalt Road and 5032 Trinity Church Road (Cabarrus County Parcel Identification Number 46939615960000 and 46939663830000) owned by Clifton M Jr & La Rue Sims Credle Trustees and John F. McKinley (respectively), from Agricultural (AG) Zoning Designation to Residential 4-Conditional Zoning (R4-CZ) Zoning Designation; and

WHEREAS, the hearing was continued to July 24, 2023 where City Council amended the zoning of the subject properties to Residential 2 (R2) Zoning Designation; and

NOW, THEREFORE BE IT RESOLVED that the City Council finds this rezoning **consistent** with the goals and policies of the Move Kannapolis Forward 2030 Comprehensive Plan (2030 Plan), adopted by City Council, which designates this property as being located in the “Neighborhood Transition 1” Character Area as designated in the Move Forward 2030 Comprehensive Plan. The Neighborhood Transition 1 Character Area includes areas that have been developed over time into low-density residential neighborhoods. Existing neighborhoods will maintain their character, although there are opportunities to enhance these places with additional connectivity, bicycle and pedestrian amenities, parks open space, and sidewalks. New master planned communities in this area will be built according to the traditional neighborhood design principles and conserving connected open space. New developments will provide appropriate transitions to existing adjacent developments and homes. Transitions between existing and new developments can incorporate visual screenings

through natural buffers and larger sized lots along the boundary of developments and major roadways. The proposed use(s) of a single-family residential development is consistent with the goals and objectives of the Plan. Furthermore, Council finds the request for rezoning reasonable and in the public interest because it will provide development that is suitable for the area. The proposed use is also compatible with the surrounding zoning and is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor anticipated to generate parking problems or any adverse impact on the environment. The Comprehensive Plan also calls for average lot sizes of 15,000 square feet or larger for all new development, with a desired density of up to 3 units per acre.

Adopted this the 24th day of July 2023:

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



RESOLUTION TO ZONE

Case #CZ-2022-08

(6205 Stirewalt Road and 5032 Trinity Church Road)

**From City of Kannapolis Agricultural (AG) Zoning Designation to
City of Kannapolis Residential 2 (R2) Zoning Designation**

WHEREAS, Section 2.3.B.(1).a of the Kannapolis Development Ordinance (KDO) specifically delegates authority to the Planning and Zoning Commission to take final action on a rezoning application provided, if the application is approved by less than a three quarters majority of voting members or denied, or if the Planning and Zoning Commission's decision is appealed, the City Council shall make the final decision on the application; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on December 13, 2022 and denied the request to rezone; and

WHEREAS, the matter was appealed to City Council for consideration and as a result City Council has the authority to make a final decision on the requested rezoning;

WHEREAS, the request was to rezone property located at 6205 Stirewalt Road and 5032 Trinity Church Road (Cabarrus County Parcel Identification Number 46939615960000 and 46939663830000) owned by Clifton M Jr & La Rue Sims Credle Trustees and John F. McKinley (respectively), from a City of Kannapolis Agricultural (AG) Zoning Designation to a City of Kannapolis Residential 4-Conditional Zoning (R4-CZ) Zoning Designation; and

WHEREAS, on May 22, 2023 after holding a public hearing, City Council amended the zoning of the subject properties to Residential 2 (R2) Zoning Designation; and

WHEREAS, the hearing was continued to July 24, 2023; and

WHEREAS, the City Council has approved the rezoning and found it to be consistent with the City of Kannapolis *Move Kannapolis Forward, 2030 Comprehensive Plan*, reasonable and in the public interest; and

WHEREAS, per Section 2.5.A.(2).c of the Kannapolis Development Ordinance, the City Council makes the following findings in support of and in analysis of the rezoning:

1. Is the proposed rezoning consistent with the Comprehensive Plan and other applicable adopted City plans?

The property is in the "Neighborhood Transition 1" Character Area as designated in the *Move Kannapolis Forward 2030 Comprehensive Plan*. This Character area's primary use is listed as single-family detached residential with a desired density not to exceed 3 units per acre. The proposed use(s) is consistent with the goals and objectives of the Plan.

2. Is the proposed rezoning in conflict with any provision of this Ordinance or the City Code of Ordinances?

No. The property is currently vacant.

3. Does the proposed rezoning correct an error in the existing zoning present at the time it was adopted?

No, the subject property has been zoned AG or equivalent since annexed into the City of Kannapolis in 1999.

4. Does the proposed rezoning allow uses that are compatible with existing and allowed uses on surrounding land and with the stability and character of any adjacent residential neighborhoods?

Yes, the subject property is located approximately one-half mile west of the intersection of Mooresville Road (NC 3) and Kannapolis Parkway which is anticipated to see more development in the future. The proposed subdivision plan provides for a transition from higher-density development to the east and lower-density development to the west/southwest.

5. Does the proposed rezoning ensure efficient development within the City, taking into consideration the capacity and safety of the street network, the adequacy of public facilities, the suitability of the land for the uses allowed under the existing zoning, and other relevant considerations?

Yes, there are no anticipated traffic concerns. There are two proposed points of ingress/egress onto two NCDOT roads.

6. Does the proposed rezoning result in a logical and orderly development pattern, taking into consideration the size of the subject lands and the zoning and existing and proposed development on surrounding lands?

Yes, the proposed development provides a balance between surrounding low-density single-family residential land uses and the maximum density of 3-units per acre supported in the Comprehensive Plan.

7. Does the proposed rezoning result in significant adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?

There are no negative environmental impacts, and the development will be required to conform to all applicable local, state, and federal environmental regulations.

The property is located along the fringe of the Protected Watershed Area for the Coddle Creek Reservoir (WS-II BW) which limits the maximum built-upon area to 12% utilizing the low-density option.

NOW, THEREFORE BE IT RESOLVED by the City Council that the above referenced property, as shown on the site plan submitted to the City, be rezoned from Agricultural (AG) to Residential 2 (R2) subject to the following conditions:

1. 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.

2. NCDOT driveway permits shall be obtained for both proposed access points.
3. 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.
4. Comply with current Land Development Standards Manual.
5. The alternative individual septic/wastewater system shall only be considered if capacity/allocation are not available at the time of development.

Adopted this the 24th day of July 2023:

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO CASE #CZ-2022-08

WHEREAS, Sections 160D-604 and 160D-605 of the North Carolina General Statutes specify that when adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and explain why the action taken is reasonable and in the public interest; and

WHEREAS, Section 2.3.B(1).a. of the Kannapolis Development Ordinance delegates final authority to the Planning and Zoning Commission on zoning map amendments subject to an affirmative vote of three-fourths of the Commission members present and not excused from voting, or if there is no appeal of the decision; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on December 13, 2022 and denied the request to rezone; and

WHEREAS, the matter was appealed to City Council for consideration, then City Council shall have the authority to make a final decision on the requested rezoning; and

WHEREAS, on July 24, 2023 the City Council conducted a public hearing to consider a request to rezone property located at 6205 Stirewalt Road and 5032 Trinity Church Road (Cabarrus County Parcel Identification Number 46939615960000 and 46939663830000) owned by Clifton M Jr & La Rue Sims Credle Trustees and John F. McKinley (respectively), from Agricultural (AG) Zoning Designation to Residential 4-Conditional Zoning (R4-CZ) Zoning Designation; and

WHEREAS, the hearing was continued to July 24, 2023.

NOW, THEREFORE BE IT RESOLVED that the City Council finds this rezoning **consistent** with the goals and policies of the Move Kannapolis Forward 2030 Comprehensive Plan (2030 Plan), adopted by City Council, which designates this property as being located in the “Neighborhood Transition 1” Character Area as designated in the Move Forward 2030 Comprehensive Plan. The Neighborhood Transition 1 Character Area includes areas that have been developed over time into low-density residential neighborhoods. Existing neighborhoods will maintain their character, although there are opportunities to enhance these places with additional connectivity, bicycle and pedestrian amenities, parks open space, and sidewalks. New master planned communities in this area will be built according to the traditional neighborhood design principles and conserving connected open space. New developments will provide appropriate transitions to existing adjacent developments and homes. Transitions between existing and new developments can incorporate visual screenings through natural buffers and larger sized lots along the boundary of developments and major

roadways. The proposed use(s) of a single-family residential development is consistent with the goals and objectives of the Plan. Furthermore, Council finds the request for rezoning reasonable and in the public interest because it will provide development that is suitable for the area. The proposed use is also compatible with the surrounding zoning and is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor anticipated to generate parking problems or any adverse impact on the environment. The Comprehensive Plan also calls for average lot sizes of 15,000 square feet or larger for all new development, with a desired density of up to 3 units per acre.

Adopted this the 24th day of July 2023:

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



RESOLUTION TO ZONE

Case #CZ-2022-08

(6205 Stirewalt Road and 5032 Trinity Church Road)

From City of Kannapolis Agricultural (AG) Zoning Designation to City of Kannapolis Residential 4-Conditional Zoning (R4-CZ) Zoning Designation

WHEREAS, Section 2.3.B.(1).a of the Kannapolis Development Ordinance (KDO) specifically delegates authority to the Planning and Zoning Commission to take final action on a rezoning application provided, if the application is approved by less than a three quarters majority of voting members or denied, or if the Planning and Zoning Commission's decision is appealed, the City Council shall make the final decision on the application; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on December 13, 2022 and denied the request to rezone; and

WHEREAS, the matter was appealed to City Council for consideration and as a result City Council has the authority to make a final decision on the requested rezoning; and

WHEREAS, the request was to rezone property located at 6205 Stirewalt Road and 5032 Trinity Church Road (Cabarrus County Parcel Identification Number 46939615960000 and 46939663830000) owned by Clifton M Jr & La Rue Sims Credle Trustees and John F. McKinley (respectively), from a City of Kannapolis Agricultural (AG) Zoning Designation to a City of Kannapolis Residential 4-Conditional Zoning (R4-CZ) Zoning Designation; and

WHEREAS, the City Council has approved the request for rezoning and found it to be consistent with the City of Kannapolis *Move Kannapolis Forward, 2030 Comprehensive Plan*, reasonable and in the public interest; and

WHEREAS, per Section 2.5.A.(2).c of the Kannapolis Development Ordinance, the City Council makes the following findings in support of and in analysis of the rezoning:

1. Is the proposed rezoning consistent with the Comprehensive Plan and other applicable adopted City plans?

The property is in the "Neighborhood Transition 1" Character Area as designated in the *Move Kannapolis Forward 2030 Comprehensive Plan*. This Character area's primary use is listed as single-family detached residential with a desired density not to exceed 3 units per acre. The proposed use(s) is consistent with the goals and objectives of the Plan.

2. Is the proposed rezoning in conflict with any provision of this Ordinance or the City Code of Ordinances?

No. The property is currently vacant.

3. Does the proposed rezoning correct an error in the existing zoning present at the time it was adopted?

No, the subject property has been zoned AG or equivalent since annexed into the City of Kannapolis in 1999.

4. Does the proposed rezoning allow uses that are compatible with existing and allowed uses on surrounding land and with the stability and character of any adjacent residential neighborhoods?

Yes, the subject property is located approximately one-half mile west of the intersection of Mooresville Road (NC 3) and Kannapolis Parkway which is anticipated to see more development in the future. The proposed

subdivision plan provides for a transition from higher-density development to the east and lower-density development to the west/southwest.

5. **Does the proposed rezoning ensure efficient development within the City, taking into consideration the capacity and safety of the street network, the adequacy of public facilities, the suitability of the land for the uses allowed under the existing zoning, and other relevant considerations?**

Yes, there are no anticipated traffic concerns. There are two proposed points of ingress/egress onto two NCDOT roads.

6. **Does the proposed rezoning result in a logical and orderly development pattern, taking into consideration the size of the subject lands and the zoning and existing and proposed development on surrounding lands?**

Yes, the proposed development provides a balance between surrounding low-density single-family residential land uses and the maximum density of 3-units per acre supported in the Comprehensive Plan.

7. **Does the proposed rezoning result in significant adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?**

There are no negative environmental impacts, and the development will be required to conform to all applicable local, state, and federal environmental regulations.

The property is located along the fringe of the Protected Watershed Area for the Coddle Creek Reservoir (WS-II BW) which limits the maximum built-upon area to 12% utilizing the low-density option.

NOW, THEREFORE BE IT RESOLVED by the City Council that the above referenced property, as shown on the site plan submitted to the City, be rezoned from Agricultural (AG) to Residential 4-Conditional Zoning (R4-CZ) subject to the following conditions:

1. 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.
2. NCDOT driveway permits shall be obtained for both proposed access points.
3. 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.
4. Comply with current Land Development Standards Manual.
5. The alternative individual septic/wastewater system shall only be considered if capacity/allocation are not available at the time of development.

Adopted this the 24th day of July 2023:

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Irene Sacks, Director of Economic & Community Development

Subject: **PUBLIC HEARING - Project Swarm** - Conduct a Public Hearing and approve a Resolution in support of an Incentive Grant for Project Swarm

Action Requested by City Council

Motion to approve a Resolution in support of an Incentive Grant for Project Swarm

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Project Swarm is a distribution facility considering locating in Kannapolis, among other properties in the southeastern United States. This company has been in business for decades and is a household name in its industry.

Project Swarm would involve real and personal property investment of \$41 million which will result in a significant increase to the City and Rowan County tax base and create approximately 112 or more new jobs paying average wages of \$60,429 over the next six years. The company plans to begin its operations in early 2025.

Fiscal Implications

City staff recommends a 3-year, 75% grant for Project Swarm. The company would pay its property taxes and receive 75% of it back as a grant during the first three years. The estimated grant amount is \$565,299 over the three-year period. During this timeframe, the City would retain 25% of the property taxes, or approximately \$63,000 per year. After the end of the grant period, the City would retain 100% of the property taxes paid, estimated to be \$248,220 in Year 4.

The company is also seeking assistance from the state's OneNC grant fund and from Rowan County.

Policy Issues

None, the project meets the requirements of the City's Incentive Grant policy.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve a Resolution in support of an Incentive Grant for Project Swarm (Recommended)**
2. Do not approve the Resolution

Attachments

1. 20230323 - Kannapolis revenue estimate (75% at 3 years)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Summary
Real Property Investment	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	
Current Real Property Tax Rate	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	
Real Property Taxes	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$1,575,000
Incentive Grant Rate	75%	75%	75%	0%	0%	0%	0%	0%	0%	0%	
Incentive Grant	\$118,125	\$118,125	\$118,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$354,375
Net City Revenue	\$39,375	\$39,375	\$39,375	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$157,500	\$1,220,625
Personal Property - Machinery & Equipment	\$16,000,000	\$14,400,000	\$14,240,000	\$14,400,000	\$12,640,000	\$10,720,000	\$8,800,000	\$6,720,000	\$4,480,000	\$4,000,000	
Current Personal Property Tax Rate	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	0.63%	
Personal Property Taxes*	\$100,800	\$90,720	\$89,712	\$90,720	\$79,632	\$67,536	\$55,440	\$42,336	\$28,224	\$25,200	\$670,320
Incentive Grant Rate	75%	75%	75%	0%	0%	0%	0%	0%	0%	0%	
Incentive Grant	\$75,600	\$68,040	\$67,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,924
Net City Revenue	\$25,200	\$22,680	\$22,428	\$90,720	\$79,632	\$67,536	\$55,440	\$42,336	\$28,224	\$25,200	\$459,396
Total Property Taxes (Real & Personal)	\$258,300	\$248,220	\$247,212	\$248,220	\$237,132	\$225,036	\$212,940	\$199,836	\$185,724	\$182,700	\$2,245,320
Total Incentive Grant (Real & Personal)	\$193,725	\$186,165	\$185,409	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$565,299
Total Net City Revenue (Real & Personal)	\$64,575	\$62,055	\$61,803	\$248,220	\$237,132	\$225,036	\$212,940	\$199,836	\$185,724	\$182,700	\$1,680,021

* Personal Property Tax estimated using 2023 State Depreciation Schedule A (Warehouse Materials Handling Equipment- 10-yr lifespan)



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

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

Subject: **PUBLIC HEARING - Swanee Theatre** - Conduct a Public Hearing on a Lease and Option to Purchase the Swanee Theatre and approve a Resolution authorizing the City Manager to execute a lease with option to purchase.

Action Requested by City Council

Table this matter indefinitely.

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. Negotiations have continued with the current occupant in regards to a lease, purchase or other suitable long-term arrangement. It is no longer clear that the contemplated lease is suitable for either party. To allow for these negotiations to conclude, it is recommended that this matter be tabled indefinitely. It is anticipated that final recommendations from Staff on this matter will be forthcoming within the next two months. As information, the originally proposed lease is included with this Staff Report.

Fiscal Implications

None.

Policy Issues

None

Legal Issues

None.

Recommendations and Alternate Courses of Action

Table this matter indefinitely.

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)

**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 24th day of July, 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 be 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 time 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 landfilling 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 untenable 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 untenable, from the date of the damage to the date that the Building shall no longer be untenable; 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 untenable, 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 of 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 proposed 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 not 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 initialed by the parties for identification. The circumstances that any page is not initialed is not evidence that the page is not a part of the Lease, nor does the process of initialing pages preclude introduction of other evidence whether any page is or is not a part 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 filed 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 acts 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

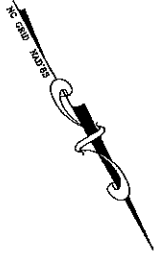
[OFFICAL SEAL]

My commission expires: _____

EXHIBIT "A"
THE BUILDING
(1 page)

Book 92 Page 14

Registration No.: 4719 N.C.



CERTIFICATE OF FINAL PLAT APPROVAL

I, the Subdivider certify that this plat is in compliance with the Subdivision Regulations of the City of Kenosha, and therefore this plat has been approved, subject to its being recorded with the Kenosha County Register of Deeds within 30 days of the date hereof.

3/31/12 *William Smith*
Date Planning Director

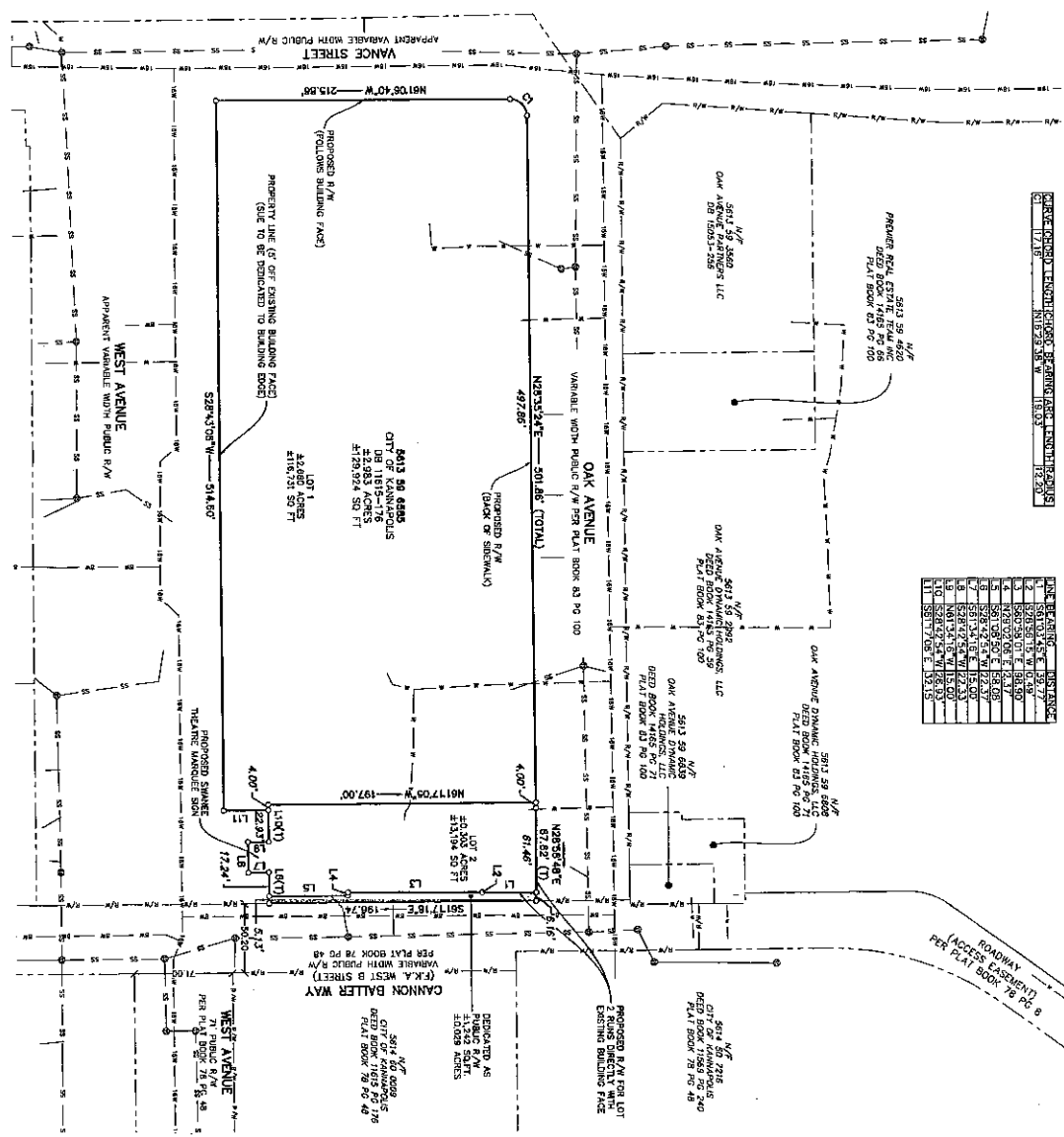
SECTION 16 OF COMPASSION AND MERCY ACT
I hereby certify that the City of Compton is the
owner of this property shown and described
hereon, which is located in the subdivision
hereby shown this plan of subdivision with my
free consent, establish minimum building setback
lines, and dedicate to public use of streets shown
on and adjacent to the property shown and
assessments, except those specifically indicated
on this plan, and that I will maintain all such streets
and alleys, and that I will keep all such streets
and alleys open for the use of the public for
a period of one year commencing after a
certificate of completion of record
instrument, whichever occurs later.

3.31.22

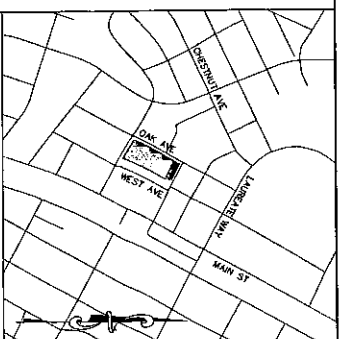
City Manager

Date

EASEMENT STATEMENT
Encroachment of any structures or landscaping, including, but not limited to, driveway, pools, fences, trees, walls, retaining, 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 Kentlands may authorize an Encroachment Agreement, but only after review and approval of



Serial	Abbrev	Description
1	1	Non-Asbestos
2	2	-Granulation-
3	3	● EIP Existing Iron Pin
4	4	○ IFS Iron Pin Set (FS Heavy)
5	5	○ PT Calculated Point
6	6	-Miscellaneous-
7	7	● Soil/Silty Sand, Manganese
8	8	● T Total
9	9	N/F New or Formerly
10	10	C/F Combined Old Factor
11	11	Line Legend
12	12	-----
13	13	Description
14	14	--- Pipe Property Line
15	15	--- Prop Dred Line
16	16	--- Right-of-Way
17	17	--- Water Line
18	18	--- "E" Water Line
19	19	--- Soil/Silty Sand
20	20	--- Line



1. **Gender:** Male
2. **Current Residence:** Lead Pond 115R, page 176; Map Book 52, page 61
3. **Current Address:** 5173 St. Remond
4. **Current Owner:** City of Remond
5. **All bearings on NE 1/4 Old bearing:**
6. **Acres:** Acres
7. **Total:** 43,012 Acres
8. **Lot 2:** 16,203 Acres
9. **Decedent Area:** 16,203 Acres
10. **Decedent's interest:** 100% fee simple ownership (as shown on plat for P&S Realty) or other documentation (as shown)
11. **Found or set of plat for property:**
12. **Found or set of plat not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina:** 7/16/2018
13. **This survey was performed without benefit of Title Insurance:** Yes
14. **Signature of decedent:** None
15. **Signature of decedent's agent:** None
16. **Signature of decedent's attorney:** None
17. **Signature of decedent's executor:** None
18. **Signature of decedent's administrator:** None
19. **Signature of decedent's personal representative:** None
20. **Signature of decedent's personal representative:** None
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97. **Signature of decedent's personal representative:** None
98. **Signature of decedent's personal representative:** None
99. **Signature of decedent's personal representative:** None
100. **Signature of decedent's personal representative:** None

**Final Plat of
Kannapolis Block 6**
201 Oak Avenue
City of Kannapolis
Cabarrus County
North Carolina

Owner:
City of Kannapolis

GPI
GPI GEOSPATIAL, INC.
201 West 29th Street
Charlotte, NC 28206
Phone: (704) 337-8322
Fax: (704) 308-3153
License No. F-1388
www.gpi.net.com

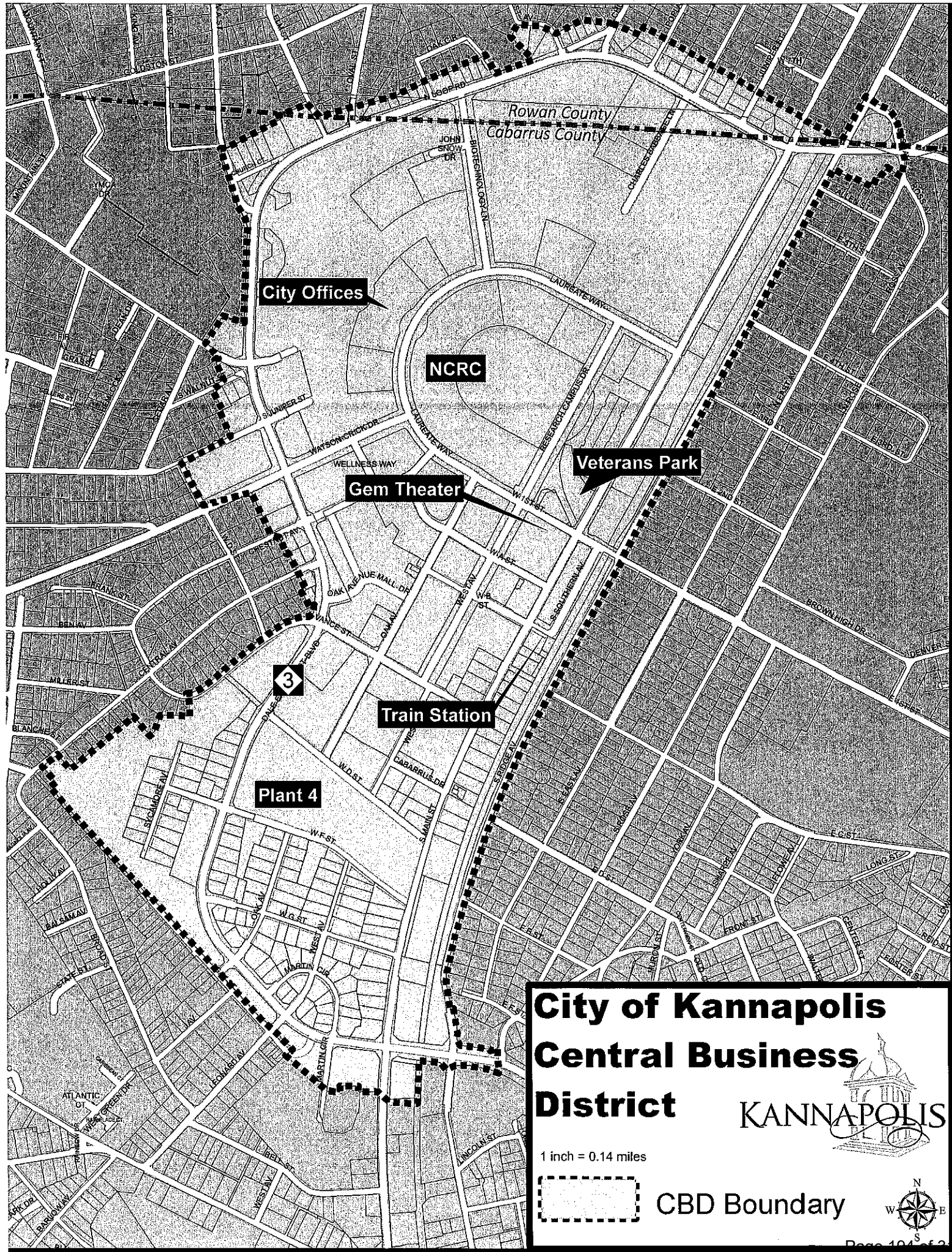
GEOMATICS | LIDAR | PHOTOGRAMMETRY

1	Addressed contents	NO	SCANNED
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EXHIBIT “B”

DOWNTOWN SITE

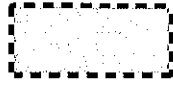
(1 page)



City of Kannapolis
Central Business District

KANNAPOLIS

1 inch = 0.14 miles

 CBD Boundary



Page 104 of 27

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
COUNTY OF CABARRUS

OPTION AGREEMENT

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 14

I, Seth F. Martin, certify that this plat was drawn under my supervision from an actual survey made under my supervision (read description recorded in Book _____ of the _____ of _____, and that the same is a true and correct copy of the original survey from information found in Book _____ Page _____ and that the title of the plat is as indicated in the title block. That this plat was prepared in accordance with G.S. Chapter 170, and that the same is a true and correct copy of the original survey as recorded in the public records of the State of North Carolina.

Registration No. L-4718 N.C.



State of North Carolina
County of Cabarrus
I, Seth F. Martin, certify that this plat was drawn under my supervision from an actual survey made under my supervision (read description recorded in Book _____ of the _____ of _____, and that the same is a true and correct copy of the original survey from information found in Book _____ Page _____ and that the title of the plat is as indicated in the title block. That this plat was prepared in accordance with G.S. Chapter 170, and that the same is a true and correct copy of the original survey as recorded in the public records of the State of North Carolina.

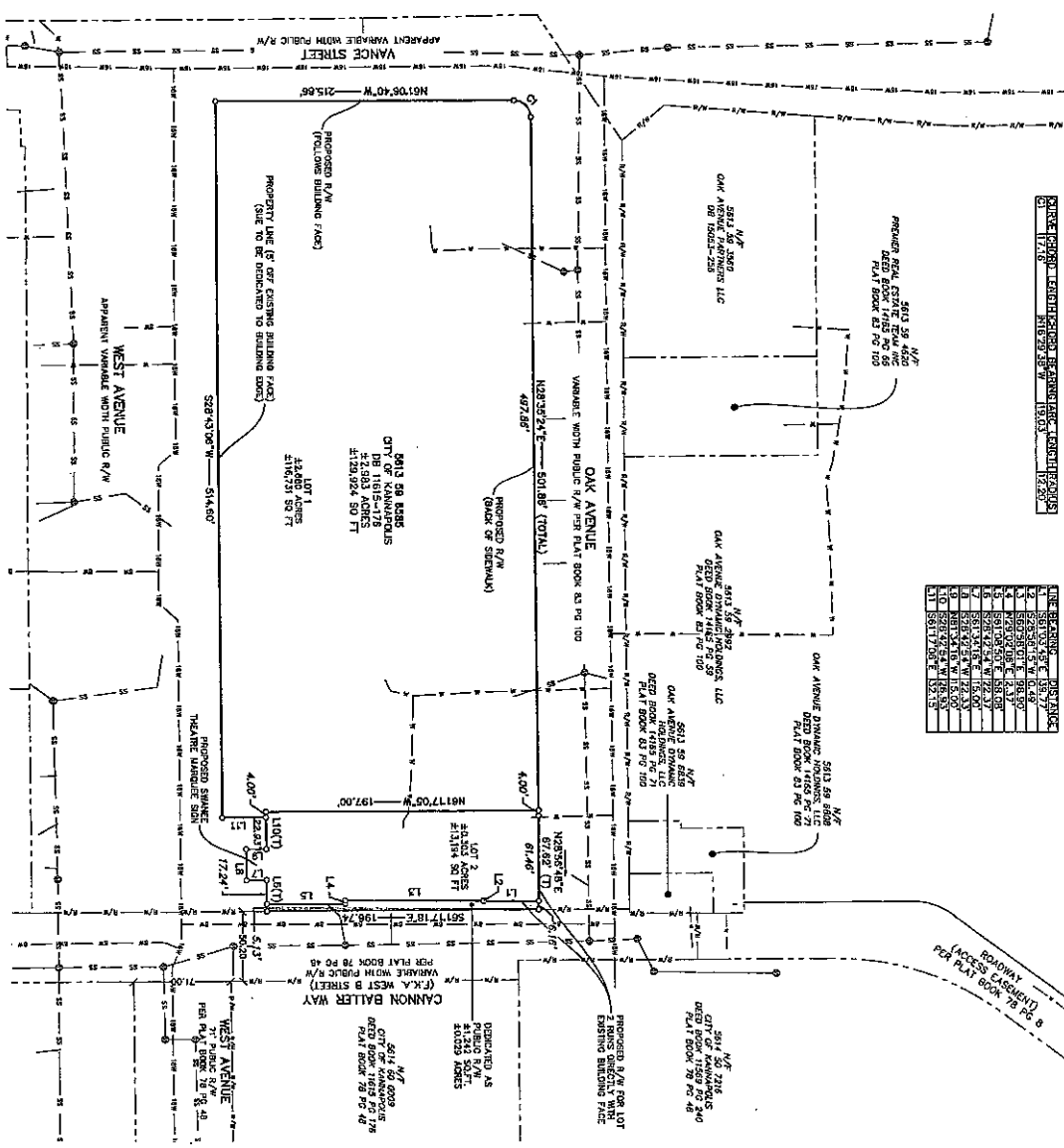
CERTIFICATE OF FINAL PLAT APPROVAL

It is hereby certified that this plat is in compliance with the Subdivision Regulations of the City of Kannapolis, and therefore this plat has been approved, subject to the provisions of the Subdivision Regulations of the City of Kannapolis, and that the same is a true and correct copy of the original survey as recorded in the public records of the State of North Carolina.

FILED MAR 04 2022 08:12 AM
CLERK OF COURTS
PAGE 0019 NEW 0019
INSTRUMENT # 15346
REGISTER
OF DEEDS
EXPOSE TAX \$0.00

CERTIFICATE OF OWNERSHIP AND DEDICATION
I hereby certify that the City of Kannapolis is the owner of the property shown and described in the plat of the City of Kannapolis, and that I have submitted this plan of subdivision with my plat to the City of Kannapolis, and that I have dedicated to public use all areas shown on this plat as streets, walks, parks, open spaces, and easements, and that all improvements shown on this plat are to be constructed and maintained by the City of Kannapolis, and that I hereby guarantee that I will correct any errors or omissions on this plat within a period of one year commencing after a certificate of approval has been received by the City of Kannapolis, and that I will maintain the improvements, whenever such areas later.

EASEMENT STATEMENT
This plat shows easements or encroachments, including, but not limited to, easements, public utility easements, and easements for water, sewer, and gas, and that the same are to be constructed and maintained by the City of Kannapolis, and that I hereby guarantee that I will correct any errors or omissions on this plat within a period of one year commencing after a certificate of approval has been received by the City of Kannapolis, and that I will maintain the improvements, whenever such areas later.



LINE	BEARING	DISTANCE
1	S 89° 15' 00\"	10.00
2	S 89° 15' 00\"	10.00
3	S 89° 15' 00\"	10.00
4	S 89° 15' 00\"	10.00
5	S 89° 15' 00\"	10.00
6	S 89° 15' 00\"	10.00
7	S 89° 15' 00\"	10.00
8	S 89° 15' 00\"	10.00
9	S 89° 15' 00\"	10.00
10	S 89° 15' 00\"	10.00
11	S 89° 15' 00\"	10.00

Symbol	Description
—	Measurement
•	EP Existing Iron Pin
o	PS Iron Pin Set (1/2 inch)
o	PT Casted Point
•	Abutment
•	Sanitary Sewer Manhole
•	Totals
•	Now or Formerly
•	Combined Grid Factor
•	CR
•	Water Line
•	Sanitary Sewer Line
•	New Property Line
•	Prop. Dec. Line
•	Right-of-Way
•	Water Line
•	Sanitary Sewer Line

Final Plat of
Kannapolis Block 6
201 Oak Avenue
City of Kannapolis
Cabarrus County
North Carolina

Owner:
City of Kannapolis

No.	Addressed	1/15/2022
1	201 Oak Avenue	
2	201 Oak Avenue	
3	201 Oak Avenue	
4	201 Oak Avenue	
5	201 Oak Avenue	

City of Kannapolis
201 West 29th Street
Charlotte, NC 28208
Phone: (704) 531-5523
Fax: (704) 531-5523
www.gpspatial.com
GPS GEOSPATIAL, INC.
License No. 1-1888

GEOMATICS | LIDAR | PHOTOGRAMMETRY

Date: 1/22/2021
Project Number: 20102000
Drawn By: DJW
Reviewed By: SHW
Sheet 1 of 1

General Notes:

1. Dated Reference(s) - Dated Book 15615, Page 175, Map Book 52, Page 51, 5113 50 6285
2. Dated Reference(s) - City of Kannapolis
3. All bearings on NC field bearings.
4. All distances are shown horizontal.
5. All distances are shown horizontal.
6. All distances are shown horizontal.
7. All distances are shown horizontal.
8. All distances are shown horizontal.
9. All distances are shown horizontal.
10. All distances are shown horizontal.
11. All distances are shown horizontal.
12. All distances are shown horizontal.

Survey Map - Not to Scale

1. Dated Reference(s) - Dated Book 15615, Page 175, Map Book 52, Page 51, 5113 50 6285

2. Dated Reference(s) - City of Kannapolis

3. All bearings on NC field bearings.

4. All distances are shown horizontal.

5. All distances are shown horizontal.

6. All distances are shown horizontal.

7. All distances are shown horizontal.

8. All distances are shown horizontal.

9. All distances are shown horizontal.

10. All distances are shown horizontal.

11. All distances are shown horizontal.

12. All distances are shown horizontal.

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

July 24, 2023

To: Mayor and City Council

From: Walter Safrit, City Attorney, Richard Smith, Planning Director

Subject: **PUBLIC HEARING - DA (2023-01)** Hawthorne Concord Lake Apartments, LLC - Conduct a Public Hearing and approve a Resolution approving the Ordinance for the execution of the Development Agreement.

Action Requested by City Council

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

Required Votes to Pass Required Action

Majority Present at Meeting

Background

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

The method of acquiring that contractual guarantee would be accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is a 21.42 acre, proposed multi-family project located at 1758 Concord Lake Road. The development agreement with Hawthorne Concord Lake, LLC calls for the development of a 324-unit multi-family project that includes a clubhouse, pool and maintenance facilities.

Fiscal Implications

This project is located in an area with existing infrastructure in place. Further, this project was approved as one of the original allocation projects when the City adopted the Wastewater Allocation Policy.

Policy Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Legal Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Recommendations and Alternate Courses of Action

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

Attachments

1. Final Exhibit C for Development Agreement between City and Hawthorne Concord Lake Apartments, LLC
2. Resolution Dev Ag Hawthorne Concord Lake Apartments, LLC)
3. Ordinance Dev Ag Hawthorne Concord Lake Apartments LLC
4. 1DBA1C30-6AAF-426B-976B-BAE543C64793
5. FINAL DA D(07-19-23) 4858-7324-4785 v1 Hawthorn

**CITY OF KANNAPOLIS
RESOLUTION
APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS
AND
HAWTHORNE CONCORD LAKE APARTMENTS, LLC**

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

WHEREAS, the City of Kannapolis (“City”) and Hawthorne Concord Lake Apartments, LLC, a North Carolina limited liability company (together with its successors in interest, the “Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on July 24, 2023 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of July, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

Ordinance

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF KANNAPOLIS AND
HAWTHORNE CONCORD LAKE APARTMENTS, LLC**

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

WHEREAS, the City of Kannapolis (“City”) and Hawthorne Concord Lake Apartments, LLC, a North Carolina limited liability company (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on July 24, 2023 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of July, 2023.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA
AND
HAWTHORNE CONCORD LAKE APARTMENTS, LLC**

July ____, 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is entered into effective as of the ____ day of _____, 2023 (the “Effective Date”), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the “City”), and Hawthorne Concord Lake Apartments, LLC, a North Carolina limited liability company (together with its successors in interest, the “Developer”). The City and the Developer are sometimes separately referred to in this Agreement as a “Party” or jointly referred to as the “Parties”.

LEGAL FRAMEWORK

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

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

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

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

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

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

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

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

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

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 21.401 acres and consisting of one (1) parcel denoted by Cabarrus County Parcel ID No. 56222877760000 (collectively hereinafter the “Property”) and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City’s ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for (description of use and plan) the construction of approximately three hundred twenty-four (324) multifamily apartment units (maximum of four hundred (400) such units) and related improvements.
 - 2. Issuance of one (1) Sewer Allocation Permit (the “Allocation Permit”), as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. Construction by Developer of a residential housing development will increase the tax base and provide new housing for the benefit and welfare of the residents of the City; and
 - 2. Construction by Developer of public infrastructure as described in Exhibit D; and
 - 3. Development of the Property in accordance with the City’s Comprehensive Plan (as defined below).
- F. Intentionally Deleted.
- G. Intentionally Deleted.
- H. Pursuant to N.C.G.S. §160D-105, a public hearing regarding this Agreement was held at the meeting of the Kannapolis City Council (“City Council”). The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a

place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City’s website and at City Hall.

- I. The City Council adopted the following at its meeting on July 24, 2023; (a) a consistency statement pursuant to N.C.G S. §160D-605; and (b) an ordinance approving this Agreement (“Ordinance”). A copy of the Ordinance is attached hereto as Exhibit A.

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

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) “Applicable Law” means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) “Comprehensive Plan” means that certain 2030 Comprehensive Plan adopted by the City Council on March 26, 2018.
 - c) “Current Regulations” means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - d) “Development” shall have the same meaning as it does in the Kannapolis Development Ordinance (“KDO”) Article 10 *Definitions* or Unified Development Ordinance (“UDO”) Appendix A *Definitions*.
 - e) “Zoning Permit” or “Development Permit” means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - f) “Development Plan” means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and as shown on Exhibit C hereto.
 - g) “Development Schedule” means the schedule for development as shown on Exhibit D.
 - h) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - i) “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.

- j) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
 - k) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - l) “Property Owner” means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
- 4) Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
- 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of ten (10) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
- 6) Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. §160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. §160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed

to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.

- d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer, and stormwater construction drawing approval, building permits, certificate of compliance, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
 - a) Project Development. Developer covenants that it shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement. The Property is zoned for a Planned Unit Development.
 - (i) Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO, UDO and State law.
- 9) City Obligations.
 - a) In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit within five (5) calendar days following the Effective Date hereof to supply public water and sewer treatment for the Project as more particularly provided therein. The Allocation Permit shall provide, among other details, (i) for release of a minimum of twenty-five percent (25%) of the Project’s public water supply and sewer treatment allocation available for use within five (5) calendar days following the Effective Date hereof (14,830 gpd), and the remaining seventy-five percent (75%) of the Project’s public water supply and sewer treatment allocation (44,490 gpd) for use by no later than December 31, 2024; and (ii) if any public water supply and sewer treatment allocation attributable to the Project is available for use earlier than the dates aforementioned, the City shall promptly notify Developer in writing and cause such allocation(s) to be released for use to the Developer and/or Project.

- b) The City hereby covenants and agrees that no building permits for the Project shall be withheld by the City on the basis that the public water supply and sewer treatment allocation for said building has not been released by the City as of the date such permit(s) is/are requested by Developer.
 - c) As additional consideration and as an inducement for City to enter into this Development Agreement, Hawthorne Concord Apartments, LLC (hereinafter "Hawthorne") hereby agrees with and approves of the City of Kannapolis' (hereinafter, "the City") sewer allocation determination for this development as more fully described within this development agreement. Further, Hawthorne hereby discharges any actions or causes of action, demands, damages, costs, interest, judgments, expenses, liabilities, attorneys' fees and legal costs, of any nature whatsoever against the City, without limitation, including any claims it may have against the City under North Carolina law, or any other federal, state, city, county, or local statute or ordinance, the common law, and any and all claims for relief, known or unknown, including but not limited to Claims/Liabilities based on tort, contract or any other common law or statutory cause of action or any violation of statutory or regulatory obligations on account of or in any way related to or arising from Hawthorne's development that is subject to this development agreement and the sewer allocation decisions for it provided, however, notwithstanding any of the foregoing to the contrary, Developer does not discharge or waive any claims for breach of this Agreement by the City. Further, by agreeing to this development agreement, Hawthorne waives its right to refile or appeal any such cause of action that it had or may have had against the City pertaining to this development and the sewer allocation decisions for it, including those more fully described within Hawthorne's Complaint originally filed in 22 CVS 002321 (Cabarrus County). Hawthorne represents and warrants that the claims being discharged have not been assigned in whole or in part to any other party, and that it is the proper party to assert the claims being discharged, and it will defend and indemnify the City of, from and against any claims or lawsuits brought by any party claiming the right to assert a claim or sue the City by virtue of assignment by Hawthorne, or otherwise claiming the right through Hawthorne to assert any claim hereby discharged by Hawthorne as described herein.
- 10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.
- 11) Developer Obligations.
- a) Developer shall develop the Property in accordance with the Development Plan and Development Schedule. The Parties acknowledge and agree that the Project will likely be constructed in more than one phase, and this Agreement shall be applicable to all such phases.
 - b) Developer will dedicate public utilities and facilities to City as required by the Ordinance.
- 12) Default.

- a) Developer Default. Developer must initiate construction of the first phase of the Project on or before one hundred eighty (180) days following issuance of the Allocation Permit (i.e., Council Approval). If the Developer commits a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days following receipt to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as is reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a material breach of this Agreement by Developer which is not cured as permitted under Section 12(a) hereof, the City may:
 - i) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan; or
 - ii) Rescind any sewer allocation permit; or
 - iii) Terminate this Agreement in writing and delivered to Developer.
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, Developer shall be entitled to reimbursement of: (i) an amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation is delivered to the City, and (ii) an amount of consequential damages with respect to constructed units that Developer could have rented at then-applicable market rental rates, but for the City's failure to provide the water supply and sewer treatment allocation that it is required to provide in accordance with the terms of this Agreement. The consequential damages described in sub-section (ii) of this Section 13(b) may be based on then-applicable market rental rates reasonably established by Developer or the actual costs to Developer to provide alternative means of the necessary water and sewer utility services (e.g., so-called "pump-and-dump" operations).

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate ten (10) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, the "Termination Date").
- b) Amendment. As required by N.C.G.S. §160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval

procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this Agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld, conditioned or delayed. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

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

- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
- i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty (30) days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld, conditioned or delayed.
- l) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) E-Verify Requirements. (A) If this contract is awarded pursuant to N.C.G.S. §143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by N.C.G.S. §143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to N.C.G.S. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered

electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

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

With copies to:

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

To the Developer:

Hawthorne Concord Lake Apartments, LLC
Attn: Philip M. Payonk
806 Green Valley Road, Suite 311
Greensboro, NC 27408
Email: _____

With copies to:

Chambliss, Bahner & Stophel, P.C.
Attn: Michael J. Stewart / Andrew J. Leffler
605 Chestnut Street, Suite 1700
Chattanooga, TN 37450
Email: mstewart@chamblisslaw.com ;
aleffler@chamblisslaw.com

and

Isaacson Sheridan
Attn: Stephen C. Pritchard
804 Green Valley Road, Suite 200
Greensboro, NC 27408
Email: stephen@isaacsonsheridan.com

- p) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q) Time for Performance. Any reference to "day" or "days" herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.

- r) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits, the more stringent requirements shall apply.

[Separate Signature Page To Follow]

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY:

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Bridgette Bell, MMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

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

Notary Public

[SEAL]

My commission expires: _____

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

DEVELOPER:

**HAWTHORNE CONCORD LAKE
APARTMENTS, LLC,**
a North Carolina limited liability company

By: _____
Name: Philip M. Payonk
Title: Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County
and State aforesaid, certify that Philip M. Payonk personally came before me this day and acknowledged
that (s)he is a Manager of Hawthorne Concord Lake Apartments, LLC, a North Carolina limited liability
company, and that by authority duly given and as the act of said Hawthorne Concord Lake Apartments,
LLC, the foregoing instrument was signed in its name by Philip M. Payonk, Manager.

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Ordinance

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF KANNAPOLIS AND
HAWTHORNE CONCORD LAKE APARTMENTS, LLC**

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

WHEREAS, the City of Kannapolis (“City”) and Hawthorne Concord Lake Apartments, LLC, a North Carolina limited liability company (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on July 24, 2023 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

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

Adopted this ____ day of July, 2023.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" OPEN TOP PIPE FOUND BEING THE NORTHWEST CORNER TO THE DEEDED 50.46 ACRE TRACT DESCRIBED IN DEED BOOK 11437, PAGE 91; THENCE S 20°33'38" E A DISTANCE OF 797.55 TO A 5/8" REBAR SET BEING THE NORTHWEST CORNER TO THE SUBDIVIDED 21.401 ACRE TRACT HEREIN AND THE TRUE POINT OF BEGINNING (P.O.B.); THENCE N 63°39'01" E A DISTANCE OF 345.16' TO A CALCULATED POINT; THENCE N 44°59'57" E A DISTANCE OF 163.52' TO A CALCULATED POINT; THENCE N 80°58'52" E A DISTANCE OF 235.45' TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 129.95', WITH A RADIUS OF 1346.19', WITH A CHORD BEARING OF S 71°41'32" E, WITH A CHORD LENGTH OF 129.90', TO A CALCULATED POINT; THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 108.53', WITH A RADIUS OF 400.09', WITH A CHORD BEARING OF S 82°13'42" E, WITH A CHORD LENGTH OF 108.20', TO A CALCULATED POINT; THENCE S 88°09'34" E A DISTANCE OF 23.47' TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 110.10', WITH A RADIUS OF 723.78', WITH A CHORD BEARING OF S 07°23'28" E, WITH A CHORD LENGTH OF 109.99', TO A CALCULATED POINT; THENCE S 11°41'54" E A DISTANCE OF 376.25' TO A CALCULATED POINT; THENCE S 08°59'57" E A DISTANCE OF 53.22' TO A CALCULATED POINT; THENCE S 26°45'13" W A DISTANCE OF 251.30' TO A 5/8" REBAR SET; THENCE N 83°29'14" W A DISTANCE OF 209.43' TO A 1" OPEN TOP PIPE; THENCE S 81°33'06" W A DISTANCE OF 69.98' TO A 3/8" REBAR FOUND; THENCE S 81°42'37" W A DISTANCE OF 331.49' TO A 3/8" REBAR FOUND; THENCE S 00°21'34" E A DISTANCE OF 305.53' TO A 1" OPEN TOP PIPE; THENCE S 86°52'58" W A DISTANCE OF 433.54' TO A 5/8" REBAR FOUND DISTURBED; THENCE N 06°27'37" W A DISTANCE OF 197.77' TO A 1" OPEN TOP PIPE; THENCE S 83°23'50" W A DISTANCE OF 74.91' TO A 1" OPEN TOP PIPE; THENCE N 06°35'33" W A DISTANCE OF 439.06' TO A 5/8" REBAR FOUND; THENCE N 69°47'06" E A DISTANCE OF 353.88' TO A 2" OPEN TOP PIPE; THENCE N 20°34'19" W A DISTANCE OF 130.31' TO A 5/8" REBAR SET BEING THE POINT OF BEGINNING (P.O.B.), OF THIS TRACT HAVING AN AREA OF 932,247 SQUARE FEET, 21.401 ACRES.

EXHIBIT C

**Development Plan
(1 page attached)**

EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of 288 multi-family units (1-2 bedrooms), 36 multi-family units (3 bedrooms) together with a clubhouse and maintenance facilities.
2. Comply with the requirements of Section VI. “General Conditions” Subsection B, of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before December 31, 2025.



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Walter Safrit, City Attorney, Richard Smith, Planning Director

Subject: **PUBLIC HEARING - DA (2023-02) CP Kannapolis Investments, LLC (Loop Yard)**
Conduct a Public Hearing and approve a Resolution approving an Ordinance for the execution of the Development Agreement.

Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to Approve the Resolution approving the Ordinance

Required Votes to Pass Required Action

Majority Present at Meeting

Background

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

The method of acquiring that contractual guarantee would be accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration for this development agreement is 161 townhome unit project on an approximately 16.4 +/- acre portion of the approximately 53 +/- acre development site. This development project is a portion of an overall proposed mixed-use development with frontage on Dale Earnhardt Boulevard and Old Earnhardt Road. The development agreement with CP Kannapolis Investments, LLC calls for the development of 161 single family attached/townhome units in Phase 1 of this mixed use project.⁷

Fiscal Implications

This proposed project location is located within the City's existing corporate limits. Although infrastructure is in place in this area, upfits to the infrastructure will be required of the developer in order to accommodate this project.

Policy Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Legal Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Recommendations and Alternate Courses of Action

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

Attachments

1. DEVELOPMENT AGREEMENT between City of Kannapolis and CP Kannapolis Investments LLC
2. 5. Site Plan
3. Ordinance Dev Ag CP Kannapolis Investments LLC
4. Resolution Dev Ag CP Kannapolis Investments, LLC

**INFRASTRUCTURE AND WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

**CP KANNAPOLIS INVESTMENTS, LLC
(Loop Yard)**

July ____, 2023

DEVELOPMENT AGREEMENT

THIS INFRASTRUCTURE AND WASTEWATER ALLOCATION DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is entered into effective as of the ____ day of _____, 2023 (the “Effective Date”), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the “City”), and CP Kannapolis Investments, LLC, a North Carolina limited liability company (the “Developer”). The City and Developer are sometimes separately referred to in this Agreement as a “Party” or jointly referred to as the “Parties”.

LEGAL FRAMEWORK

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

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

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

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

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

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

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

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

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

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 53 acres being tax parcels identified on Exhibit B attached hereto (collectively identified as the “Property” herein).
- B. The purpose of this Agreement is to facilitate Development (as defined herein) of the Property in a way that best realizes benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City’s ordinances and is reasonable and in the public interest for at least the following reasons:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for 161 single family townhouse units in Phase 1 and a potential Phase 2 mix-use development primarily for residential with retail and office.
 - 2. Issuance of a Phase 1 Sewer Allocation Permit (the “Allocation Permit”), as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. Construction by Developer of the Development will increase the tax base for the benefit and welfare of the residents of the City; and
 - 2. Participation in the extension of public infrastructure; and
 - 3. Development of the Property in accordance with the City’s Comprehensive Plan (as defined below).
- F. Pursuant to N.C.G.S. §160D-1005, a public hearing regarding this Agreement was held at a meeting of the Kannapolis City Council (“City Council”). The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City’s website and at City Hall.
- G. The Recitals are incorporated herein as part of this Agreement.

- H. The City Council adopted at its meeting on _____, 2023 an ordinance approving this Agreement (“Ordinance”). A copy of the Ordinance is attached hereto as Exhibit A.

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

1. The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
2. Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a. “Applicable Law” means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b. “Comprehensive Plan” means that certain 2030 Comprehensive Plan adopted by the City Council on March 26, 2018.
 - c. “Current Regulations” means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - d. “Development” shall have the same meaning as it does in the Kannapolis Development Ordinance (“KDO”) Article 10 *Definitions* or Unified Development Ordinance (“UDO”) Appendix A *Definitions* and may specifically include the development proposed under this Agreement.
 - e. “Development Permit” or “Zoning Permit” means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - f. “Development Plan” means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and as set forth on Exhibit C hereto.
 - g. “Development Schedule” means the schedule for the Development as shown in Exhibit D.
 - h. “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - i. “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - j. “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.

- k. “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
3. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
4. Legislative Act. Any change in the development standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
5. Covenants Running with the Property. Except as otherwise provided in this Agreement, the conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of five (5) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
6. Applicable Regulations.
- a. Applicable Law and Current Regulations. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. §160D-1007, development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
- b. Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. §160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for development of the Property throughout the term of this Agreement.
- c. Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing, transportation and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, transportation and gas codes subsequently adopted by the City or other governmental entity.
- d. Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request

that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

7. Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer, and stormwater construction drawing approval, building permits, certificate of compliance, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
8. Project Development.
 - a. Project Development. Developer covenants that it shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - b. Material Changes. Material changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO, UDO (if applicable) and State law.
9. City Obligations.
 - a. Wastewater Allocation in Phase 1 In accordance with the City Wastewater Allocation Policy (the "Allocation Policy") a copy being attached as Exhibit E, Developer shall be issued an Allocation Permit within five (5) calendar days following the Effective Date hereof to supply public sewer treatment for the Project as more particularly provided therein. The Allocation Permit shall provide for of a minimum reservation of 34,400 gpd of wastewater capacity from the City Wastewater Allocation Policy Strategic Reserve for Phase 1 of the Project subject to the provisions of the Allocation Policy Article VI, B.2. The Allocation Permit is not assignable as provided in the City Wastewater Allocation Policy.
 - b. Phase 2 Wastewater Allocation No wastewater allocation is provided for Phase 2 of the Project at this time and will be subject to future eligibility based upon availability and matrix competition as provided in the City Wastewater Allocation Policy.
 - c. Availability of the Pump Station Improvements to the Property to Serve the Facility. The Parties agree that timely extension of public wastewater service to the Project is mission critical under this Agreement. In fashioning a coordinated plan for developing the Project, the Parties recognize (1) the City Forrestbrook Pump Station (the "Pump Station") design and upfits are required to meet state standards for providing wastewater services to the Project (the "Pump Station Improvements"), (2) the Pump Station Improvements are essential to provide sufficient wastewater service to serve Project Phase 1 and subsequent phases, (3) the City desires to rely on funds provided by or for the

Developer to fund improvements to the Pump Station and (4) the Pump Station Improvements must be performed concurrently with construction of Phase 1 of the Project. Further, it is acknowledged by the Parties that the estimated cost for the Pump Station Improvements is approximately \$1,400,000.00. Developers anticipate receiving a State grant (the "Grant") equal to or approximately equal to the amount necessary to fund the Pump Station Improvements, which Grant will be administered through the City. If received and accepted by the City, City agrees to act as the sole responsible party for complying with the terms of the Grant. In the event the Grant is not awarded or awarded in a sum less than the anticipated cost for the Pump Station Improvements, Developer warrants to City that the funds necessary for the Pump Station Improvements not exceeding \$1,400,000.00 will be placed in an escrow account by the Developer through an Escrow Agreement with the City or, in the alternative, secured by a 100% line of credit, bond or other acceptable security in accordance with Section 6.5 of the Kannapolis Development Ordinance.

- d. Designing and Contracting for completion of the Pump Station Improvements to serve the Project. The City will cause preparation of contracts, bid documents, plans and specifications which the City intends to use when soliciting bids for the Pump Station Improvements (the "Contracting Documents") and will provide drafts of the proposed Contracting Documents for Developer's review and comment. In connection with soliciting bids from third parties for the Pump Station Improvements, the Contracting Documents shall require every bidder to submit a proposed construction schedule for the work undertaken to complete Pump Station Improvements. As part of its bid, City shall provide Developer a copy of all bids received unless disclosure violates the North Carolina Public Records law. The City and Developer agree to work together to include in the Contracting Documents such language and provisions as would provide clear direction to contractors to prioritize a favorable completion date and to establish such contract protocols and processes that encourage efficient construction scheduling by contractors, all with the goal of enabling and encouraging contractors to meet an agreed upon completion date ("Completion Date") set by the parties. The City and Developer acknowledge that externalities could arise beyond the control of the City that might design and contracting schedule, but City and Developer agree that they will work together with the design and contracting schedule stated above. The City agrees to work in good faith with Developer to the maximum extent possible to meet the Completion Date. The City shall not be liable to Developer for money damages in the event the Pump Station Improvements are not available for use by Developer on the Completion Date due solely to failure of one or more third parties or its own failure so long as the City exercises its best efforts to meet the Completion Date.
10. Other Approvals. To the extent that any county or other local government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.
 11. Developer Obligations.
 - a. Developer shall develop the Property in accordance with the Development Plan and Development Schedule. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement.

- b. Developer will construct or contribute financially to the construction of public utilities and facilities as required by the Ordinance included but not limited to Project internal roadway system and water and sewer facilities (“Facilities”).
- c. Facilities constructed will be publicly dedicated by Developer.

12. Default.

- a. Developer Default. Developer must initiate construction of the first phase of the Project on or before one hundred eighty (180) days following issuance of the Allocation Permit (i.e., Council Approval). If the Developer commits a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days following receipt to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as is reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
- b. City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13. Remedies.

- a. City Remedies for Developer Default. In the event of a material breach of this Agreement by Developer which is not cured as permitted under Section 12(a) hereof, the City may:
 - (1) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan; or
 - (2) Rescind any sewer allocation permit; or
 - (3) Terminate this Agreement by written notice delivered to Developer; or
 - (4) Any other remedy permitted by law or equity.
- b. Developer Remedies for City Default. If the City fails to cure any material breach within a 60-day period following notice, Developer shall be entitled to reimbursement of:
 - (1) An amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation is delivered to the City, and
 - (2) Any other remedy permitted in law or equity.

14. General Provisions.

- a. Term. The term of this Agreement shall commence only upon the Effective Date of this Agreement and shall terminate five (5) years thereafter (the “Termination Date”).

However, this Agreement may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement.

- b. Amendment. As required by N.C.G.S. §160D-1006(e), material modifications to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A material modification of this Agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld, conditioned or delayed. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c. Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d. Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, states the final and complete expression of the Parties' intentions with respect to the subject matter hereof.
- e. Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.
- f. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the Parties established by this Agreement shall be the Cabarrus County Superior Court.
- g. Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. Provided, however, as stated in Section 9(a), the Allocation Permit is not assignable, the rights and obligations of Developer contained herein shall run with the land.
- h. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.

- i. Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j. Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - (1) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
 - (2) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k. Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty (30) days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld, conditioned or delayed.
- l. Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n. E-Verify Requirements. (A) If this contract is awarded pursuant to N.C.G.S. §143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by N.C.G.S. §143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to N.C.G.S.

§143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the N.C.G.S.

- o. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

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

With copies to:

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

To the Developer:

Daryl Michael Hayes
CP Kannapolis Investments, LLC
101 N. Tryon Street, Suite 112
Charlotte, North Carolina 28246
dhayes@centerpointgrp.com

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

(SIGNATURES ON FOLLOWING PAGES)

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

CITY:

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Bridgette Bell, MMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

[SEAL]

My commission expires: _____

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

DEVELOPER:

CP Kannapolis Investments, LLC,
a North Carolina limited liability company

By: _____
Name: Daryl Michael Hayes
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____ County and State aforesaid, certify that Daryl Michael Hayes personally came before me this day and acknowledged that (s)he is a Managing Member of CP Kannapolis Investments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of said CP Kannapolis Investments, LLC, the foregoing instrument was signed in its name by Daryl Michael Hayes, Managing Member.

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Ordinance

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS AND CP KANNAPOLIS INVESTMENTS, LLC**

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

WHEREAS, the City of Kannapolis (“City”) and CP Kannapolis Investments, LLC, a North Carolina limited liability company (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes, and

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

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

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

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

Adopted this ____ day of _____, 2023.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

The Property contains approximately 53 +/- combined acres and further identified as Cabarrus County Parcel Identification Numbers 56235032510000, 56234071560000, 56234074280000, 56234012430000, 56224936190000, 56224976410000, 56225937570000, 56225967850000, 56224968280000, and 56225915700000

EXHIBIT C

Development Plan (1 page attached)

Note: The Development Plan below is not intended to represent a literal depiction of the eventual site plan, which will require City review and approval, but a general indication of the intended locations of the proposed buildings. Phase 1 is highlighted in Green.

EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of 161 single family townhouse units in Phase 1.
2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.
3. Development Project Phase 1 is anticipated to be completed on or before twenty-four (24) months.

Exhibit E

CITY OF KANNAPOLIS WASTEWATER ALLOCATION POLICY

Adopted by the Kannapolis City Council December 1, 2021

Amended February 14, 2022

Amended February 28, 2022

I. Purpose and Intent.

The City of Kannapolis (“City”) has invested substantial capital in the infrastructure necessary to support a growing, prosperous, and healthy community. Wastewater treatment capacity is among the most important elements of this infrastructure. Since 1992 this service has been provided to the City by the Water and Sewer Authority of Cabarrus County (“WSACC”). The intent of this policy is to provide for the judicious allocation of these resources in conformity with the growth-related priorities of the Kannapolis City Council which are established and/or reconfirmed in this policy. Further, the underpinning structure of this policy is to achieve a fair and reasonable balance between public interests and private interests. This policy is intended to manage the remaining capacity available until additional capacity is developed through the expansion of the Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”) which is owned and managed by WSACC as well as manage future capacity. This policy will be reviewed periodically to ensure it is achieving the intended purpose.

II. Scope.

In November 2021 an Interlocal Wastewater Capacity Allocation Agreement (the “Allocation Agreement”) was executed by WSACC and all of its member jurisdictions. This agreement provides for a method of distributing all available WSACC wastewater treatment capacity to each member jurisdiction under an agreed-upon formula.

The scope of this policy is to provide for a fair and reasonable allocation of the City’s available wastewater capacity per the Allocation Agreement to meet the needs of both public and private land development interests. Because wastewater capacity is not an endless resource, it is highly unlikely that all applications for wastewater allocation will be approved. Additionally, those that are approved will be subject to certain conditions, some of which may include adherence to a multi-year phasing plan.

A significant factor influencing the development of this policy is that the collective demand from private sector development requests (formal and informal) exceeds the current and planned capacity of the RRRWWTP. Accordingly, this is a “point in time” policy in that it allocates a finite amount of sewer treatment capacity to specific projects over the course of approximately seven to ten years. The capacity is projected to be available in four phases:

- A. Phase I. Existing capacity between now and the first expansion of the RRRWWTP expected by mid-2024.
- B. Phase II. Capacity at the time of the first expansion of the RRRWWTP in 2024 to the time of the second expansion of the RRRWWTP expected by early-2027.

- C. Phase III. Capacity at the time of the second expansion of the RRRWWTP in 2027 to a point in time where there is no remaining unallocated capacity *or* when an expected third expansion of the RRRWWTP is completed. The third expansion timeframe has not been determined at the time of this policy adoption. This expansion is expected to occur between 2027 and 2030 depending on an acceleration of permitting, funding commitments and the ability to layer this expansion on the second expansion from a timing and engineering standpoint.
- D. Phase IV. Capacity at the time of the Phase III expansion to a to-be-determined future time dependent upon the size of this expansion.

III. Policy Applicability.

- A. All development within the City which requires development approval in accordance with the Unified Development Ordinance and any successor ordinance(s) will be required to make a request for a wastewater treatment capacity allocation permit (“Allocation Permit”). Any existing development approval - with or without an Allocation Permit - that is modified or expanded in any way shall be considered a new allocation and will require a new Allocation Permit. More specifically, any increase in sewer collection/treatment impacts, including discharge limits and volume allocation will require a new Allocation Permit which may be subject to a fully executed Development Agreement.

In general, parcels of land with an existing wastewater service connection at the time of the adoption of this policy is considered to have an existing wastewater treatment capacity allocation based on current land and/or building use. A parcel of land with no wastewater service connection at the time of the adoption of this policy is considered to not have an existing wastewater treatment capacity allocation.

Approval of a new or modified Allocation Permit will be at the sole and absolute discretion of the City and shall be in accordance with this policy.

- B. Notwithstanding the provisions of Section III.A, the following types of developments are exempt from the requirements of this policy:
 - 1. A single- or two-family home on one existing, recorded lot at the time of the adoption of this policy.
 - 2. Exemption Plats consisting of less than two (2) acres subdivided into no more than three (3) lots.
 - 3. New or expanded accessory building.
 - 4. New additions or interior renovations to existing residential buildings.
 - 5. Property serviced by a septic system which will not be connected to the City’s wastewater system.

IV. General Policy.

The City seeks to grant wastewater allocations in a way that supports economic growth, economic diversity, strengthening of the tax base, creation of jobs, promotion of high-quality development and maximization of existing infrastructure and service delivery capacity. To provide a foundation for this policy, the Kannapolis City Council hereby

adopts the following broad development priorities and determines that they are in the best interests of the City, its citizens and stakeholders.

This policy provides that all development projects seeking an Allocation Permit fall into one of four (4) categories as described below. The priorities are rank ordered (first being most important).

- A. **Priority 1: Projects with prior City Commitments.** Due to the commitment by the City of significant financial resources and/or contractual obligations, the following development projects shall be issued an Allocation Permit which will support the project commencement and completion. These projects may be subject to a phasing plan as depicted in Exhibit A which is attached hereto and incorporated herein by reference. This is a “point in time” priority that will no longer be applicable after this policy is adopted. The Allocation Permits issued for these projects may be subject to a new or amended Development Agreement at the sole discretion of the City.

Project	Development and/or Purchase Agreement	City Financial Commitments
Kannapolis Crossing	Yes	Off-Site Water and Sewer
Lakeshore Corporate Park (old baseball stadium)	Yes	Street Improvements
Downtown Block 4A	Yes	Downtown Infrastructure
Downtown Block 4B	Yes	Downtown Infrastructure
Downtown Block 5	Yes	Downtown infrastructure
Downtown Block 6	No	Downtown Infrastructure
Gateway Business Park (7-acre tract)	Yes	Construction of Business Park
Gateway Business Park (1.6-acre tract)	Yes	Construction of Business Park

- B. **Priority 2: Strategic Reserve.** This priority consists of a strategic reserve of wastewater treatment capacity to support future projects or development sites that support the general policy statement at the beginning of this Section IV. These projects fall into a wide range of the development process from conceptual to preliminary plat or preliminary site plan submittal. In some cases, no specific project will have been identified and only a high-level development carrying capacity estimate (density and design) for a particular site will be used. This estimate will be prepared by the City. Further, a reserve amount for a general land development category (and not a specific site) may be set aside. The decision to set aside capacity for these projects, future sites and development categories will be at the sole discretion of the City and will be delineated on Exhibit A. Exhibit A will be revised over time as described in Section V.C. Generally, these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:

1. **Recent City investments.** These are projects or project sites served by water, sewer, stormwater, street, buildings or other such public investments currently secured by current City debt obligations.

2. **Downtown development.** These are projects or project sites: 1) located in the Municipal Service District; and 2) owned by the City of Kannapolis or Castle & Cooke (or its affiliated companies or its successors in title).
3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
4. **Improved City services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing City services or infrastructure through private financial participation. Examples may be partnerships on water or sewer extensions that improve fire protection or water pressures or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
5. **Infill Development.** These are relatively small residential or non-residential projects that generally are in locations with existing access to water and sewer services. These projects are important to support a diverse housing and commercial development stock in the City. No City investment is necessary for development success. For single family residential projects, they are only part of minor subdivisions or major subdivisions up to 20 total lots. Generally, allocation for these project types will be in the form of a set-aside amount of reserve capacity allocated every six (6) months. Accordingly, there may be more demand than capacity set aside for infill development.

Every six (6) months, if the decision is made to allocate a capacity set-aside for infill Development, a call for infill projects will be promoted. Upon the close of the call period, the City's Planning Department shall be responsible for evaluating and ranking the projects using substantially the same process described in Section V for all other projects.

6. **Affordable Housing.** These are a diverse range of projects that can be owner occupied or rental products intended to provide housing to low- to moderate-income families and individuals. They can include large and mid-sized multi-family projects, tiny home/pocket development projects or traditional single family attached and detached projects. Partnerships among private developers, City, county, State or non-profit agencies will be common. Generally, support for these project types will be in the form of a set-aside amount of reserve capacity allocated every six (6) months. Accordingly, there may be more demand than capacity set-aside for affordable housing development. Every six (6) months, if the decision is made to allocate a capacity set-aside for affordable housing, a call for projects will be promoted. The City's Community Improvement Commission shall be charged with setting evaluation criteria and making a recommendation to City Council on which projects should be granted Allocation Permits. City Council's decision on these Permits shall be final.
- C. Priority 3: Previously Approved Projects. Due to existing substantial financial and operational commitments of private sector development entities based on good faith preliminary plat or preliminary site plan approvals by the City at the time this policy is adopted, these projects will be considered for allocation of necessary sewer treatment capacity to support the project commencement and completion. Projects with preliminary plat or preliminary site plan approval must adhere to the application procedures described in Section V of this policy. If, at any time there exists greater sewer treatment demand than

there is available sewer treatment capacity, the ranking procedures in Section V shall determine how the available capacity is allocated. These projects may also be subject to a phasing plan as described in Exhibit A. This is a “point in time” priority that will no longer be applicable after this policy is adopted.

- D. Priority 4: Waiting List Projects. These are projects that are not included in Section IV, subsections A, B or C above. The projects in this priority category become part of a waiting list and they are delineated as such on Exhibit A. Initially, upon adoption of this policy these are all projects that have an approved preliminary plat or preliminary site plan but do not score high enough on the scoring matrix to secure an Allocation Permit through Phase III (2027) as described in Section IV.C and Section V. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this policy, then projects on the waiting list will become eligible for requesting an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the City Planning Department shall review the project plan and re-affirm and/or update the scoring matrix results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the City Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

V. Procedure.

- A. The owner or developer of any project requiring an Allocation Permit from the City shall submit a written application via a form provided by City staff, for an allocation reservation. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the City. In the case of industrial flows, additional information associated with the constituents shall be required and may be subject to other ordinances or policies of the City and WSACC.

All Allocation Permit applications shall also include a completed scoring matrix attached hereto as Exhibit B. Proposed projects can gain bonus points for positive community impacts by the applicant offering to commit to items listed on the matrix as part of a development proposal. The matrix also includes a subtraction of points for negative community impacts. It shall be the responsibility of the applicant to provide evidence of all points claimed in the matrix. This evidence can be included as part of the project’s preliminary site plan or preliminary plat submittal or with supplemental information. The City’s Planning Department will review the submitted matrix. The Planning Director shall have the final authority to approve, approve with modifications or reject the matrix.

The scoring matrix shall be the primary factor in ranking projects described in Section IV.C and IV.D although in some circumstances, sewer demand impacts, project phasing and project commencement timing may play a role in the decision-making process. Two or more scoring matrices with the same score shall be ranked first by the date in which a preliminary plat or preliminary site plan is approved by the City and second in order of the

Allocation Permit application submittal dates. Scoring matrix ties are the only situation where the time and date of any permit application or plan/plat approval shall apply to an Allocation Permit decision.

Applications for Allocation Permits may be submitted to the City's Planning Department at any time however specific deadlines for consideration of the applications and corresponding review schedules will be established by the Planning Department. All applications submitted after the adoption of this policy shall automatically be placed on the waiting list described in Section IV.D.

- B. Projects described in Section IV.A and IV.B are exempt from submitting a written application for wastewater treatment capacity allocation, but an Allocation Permit and in some cases a corresponding fully executed Development Agreement shall be issued by the City prior to construction commencing. Notwithstanding the above, infill projects shall be required to submit a written application in that there may be more projects than available capacity as described in Section IV.B.5.
- C. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the City from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Permit. At this time the City will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects described in Section IV.B and to those competing projects described in Section IV.D based on the scoring matrix. There is no guarantee of any project receiving an Allocation Permit.

The assignment of any additional sewer treatment capacity allocation will only occur once every six (6) months except in extraordinary circumstances as approved by the City Manager. Prior to the issuance of Allocation Permits City Council will approve a revised Exhibit A after receiving updated capacity reports from WSACC (expected by the end of January and July of each year).

- D. Due to weather related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The City will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- E. Allocation Permits issued by the City will reserve the approved wastewater treatment plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the City will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the City.
- F. Some projects, because of their large size, non-traditional nature, multi-phase nature, complexity, or location require a long-term commitment of public and private resources and annual monitoring to achieve success. The Allocation Permits issued for these projects may be subject to a new or amended Development Agreement at the sole discretion of the City
- G. Allocation Permits are not transferrable except upon written consent of the City.

VI. General Conditions

- A. This policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the City.
- B. Due to the limited wastewater treatment capacity, it is the intention of this policy to prohibit “capacity banking” where valuable wastewater treatment capacity is allocated but not used by a development project within a reasonable timeframe. More specifically, the following allocation execution timeframes shall apply to the priority categories described in Section IV A-D above.
 1. Projects listed in Section IV.A must proceed diligently to secure preliminary site plan or preliminary plat approval within one (1) year of the adoption of this policy. Further, these projects must submit final construction drawings to the City within 180 days of securing approval of the preliminary plat or preliminary site plan *and* must commence with off-site and/or on-site water and sewer line installation or installation of water and sewer connections within 180 days of securing final construction drawing approval. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 180 days of construction drawing approval.
 2. Projects granted strategic reserve allocations described in Section IV.B must secure preliminary site plan or preliminary plat approval within 120 days of the written notice of the intent of the City to approve such allocations. Further, these projects must submit final construction drawing approval to the City within 180 days of securing approval of the preliminary plat or preliminary site plan *and* must commence with off-site and/or on-site water and sewer line installation or installation of water and sewer connections within 180 days of securing final construction drawing approval. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 180 days of construction drawing approval. Notwithstanding the previous sentence, residential infill projects where no new infrastructure is necessary (as described in Section IV.B.5) or those that have a valid preliminary plan or plat approval prior to February 14, 2022, must secure construction permits and complete building foundations for a minimum of two (2) dwelling units within the first 180 days of receipt of a Sewer Allocation Permit (or the associated Development Agreement if required) and must complete two (2) additional building foundations in each successive 180-day period thereafter.
 3. Projects with previous preliminary plat or preliminary site plan approval in accordance with Section IV.C which are granted sewer treatment allocation must submit construction drawings to the City within 180 days of the approval of an Allocation Permit (or the associated Development Agreement if required). Further, these projects must commence with off-site and/or on-site water and sewer line installation within 180 days of construction drawing approval. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 180 days of construction drawing approval.
 4. Projects on the waiting list described in Section IV.D that are ultimately granted an Allocation Permit shall comply with allocation execution timeframes describes in Section VI.B.3 above. A Development Agreement may be required for these projects.

For large, multi-phase projects, an approved phasing plan will include specific timing of construction drawing submittals that will generally adhere to the principles in this subsection VI.B; however the first phase must comply with the timeframes of this subsection. Notwithstanding the above, if contractual obligations between a developer and the City provide a different schedule for securing these approvals the contractual obligations shall become the requirement.

Upon request by the project applicant and at the discretion of the City Manager or designee, an allocation execution timeframe may be extended one time for no more than a ninety (90) day period. Such requests must provide documentation of extenuating circumstances causing the need for the extension.

An Allocation Permit will expire if a project has not progressed in accordance with the timeframes described in Sections VI.B above and any approved extensions and more specifically in accordance with the associated Development Agreement if such an agreement is required. Projects with an expired Allocation Permit will be required to submit a new application. These projects will be placed on the waiting list described in Section IV.D with its ranking based on the new application and scoring matrix results.

- C. Some projects will be required to be phased and such phasing plans will be depicted on Exhibit
A. The final decisions on project phasing will be at the sole discretion of the City Manager or designee due to the phased nature of sewer treatment capacity increases and the intent to provide a fair and equitable allocation of capacity to as many development projects as possible. Phasing plans will be included in the Development Agreement associated with the Allocation Permit should such an agreement be required.
- D. If a project is unsuccessful in obtaining any required Federal, State, or local government permit or approval the allocation shall be retracted. The City shall bear no liability for any costs incurred by the applicant, or any further responsibility in the matter.
- E. Granting of a wastewater treatment capacity allocation does not imply or confer approval of any other applications or reviews as may be required by City Ordinance or policy and does not imply or create any vested right.
- F. This policy shall be reviewed annually and, when appropriate, modified by City Council. The City's overall progress on policy goals will be considered and the criteria and/or point thresholds in the scoring matrix (Exhibit B) may be adjusted accordingly. Exhibit B is attached hereto and incorporated herein by reference.

VII. Appeals Process

Any issue relating to a scoring matrix decision assigned to any project may be appealed to the Scoring Matrix Review Committee ("Committee") which is appointed by the City Manager. A final decision shall be rendered by the Committee within ten (10) business days. Such decision may be appealed to the City Manager who shall render a final decision within ten (10) business days. Notice for any appeal shall be delivered to the City Clerk for scheduling within five (5) business days following notice of the final decision by written notice or e-mail from the Planning Director or the Committee. City Council approval of Exhibit A as described in Section V.C shall not be adopted until any and all

appeals then existing have been completed.

VIII. Term.

This Policy shall be effective on and after December 13, 2021. In accordance with the Allocation Agreement this policy shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of the Allocation Agreement by WSACC.

Ordinance

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND CP KANNAPOLIS INVESTMENTS, LLC

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

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

WHEREAS, a public hearing was held on July 24, 2023 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of July, 2023.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

**CITY OF KANNAPOLIS
RESOLUTION
APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS
AND
CP KANNAPOLIS INVESTMENTS, LLC**

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

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

WHEREAS, a public hearing was held on July 24, 2023 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of July, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING - (A-2023-05) Voluntary Annexation** - Conduct a Public Hearing on approximately 1.058 +/- acres of noncontiguous property located at 4401 Alder Street and consider a motion to extend the Corporate Limits of the City of Kannapolis.

Action Requested by City Council

1. Hold a Public Hearing for Case #A-2023-05 to consider the voluntary annexation of approximately 1.058 +/- acres of property located at 4401 Alder St. and further identified as Cabarrus County Parcel Identification Numbers 5604-80-0448-0000.
2. Consider adopting Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On July 10 2023, City Council adopted a Resolution of Intent to Annex approximately 1.058 +/- acres of property located at 4401 Alder St., authorized the Clerk to Investigate the Sufficiency of the Petition and established a public hearing date for July 24, 2023.

The property is currently located in an unincorporated area of Cabarrus County within an area designated as "Future Kannapolis Growth Area". Further, properties near this property are presently located within the City's corporate jurisdiction.

Fiscal Implications

None

Policy Issues

The property is located in an unincorporated area of Cabarrus County that is currently zoned Low Density Residential (LDR). This property is located within an area designated as a future growth area for the City of Kannapolis.

Legal Issues

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 July 10, 2023 meeting, City Council took action on both of the aforementioned items. Council set the public hearing date for July 24, 2023.

Recommendations and Alternate Courses of Action

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

Attachments

1. Updated Annexation Application 4401 Alder St
2. Annexation survey
3. Metes & Bounds Description
4. A-2023-05-bw
5. CC Signed Resolution directing Clerk A-2023-05
6. CC Signed Cert of Sufficiency A-2023-05
7. CC Signed Resolution setting PH Date Annex 2023-05
8. A-2023-05 Annexation Ordinance



Petition for Non-Contiguous Annexation

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

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 4401 Alder St Kannapolis, NC 28081

Applicant: Claudia Rivera

Address: 9 Veitor Ave NW City: Concord State: NC Zip: 28027

Contact number: 7044258604 Email: claudiar@jchomeimprovelc.com

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

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

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

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

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

Applicant's Signature:  Date: 05/10/23



PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 05/10/23

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

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 4401 Alder St Kannapolis, NC 280, further identified as a vacant lot County Parcel Identification Number 56048004480000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.058 acres, and the boundaries of such territory are as follows:

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

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

	<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1.	Claudia Rivera	9 Veitor Ave NW Concord, NC 28027	
2.			
3.			
4.			

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

BR 92 Pg 94

I, RUFUS JACKSON LOVE, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13333, page 71); that the boundaries not surveyed are clearly indicated as drawn from information found in Book (as shown), page (as shown); that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with GS 47-30 as amended.

Witness my original signature and seal this 20th day of APRIL, 2022

This survey creates a subdivision of land within the area of the county or municipality that has an ordinance that regulates parcels of land.

N.C.R.L.S. L-2844
LICENSE NO.

Rufus Jackson Love
PROFESSIONAL LAND SURVEYOR

OWNER'S CERTIFICATE

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described hereon, which is located in the subdivision jurisdiction of Rowan County and that I hereby adopt this plan of subdivision with my(our) free consent and establish minimum lot size and building setbacks as noted.

4-28-22
DATE

Randall Wayne Sheets
OWNER

By authority of the City of Kannapolis Subdivision Regulations, this final plat for the Sheets Subdivision is hereby approved.

5/5/22
Date

[Signature]
Director of Planning

5/5/22
Date

[Signature]
Director of Engineering

5/10/22
Date

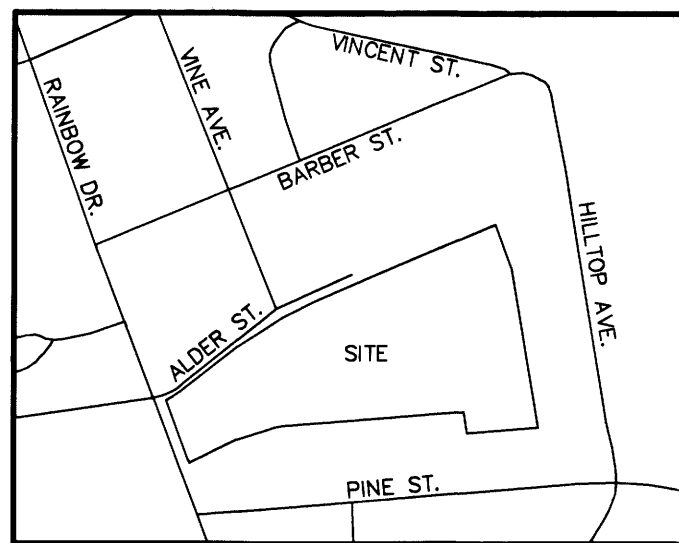
[Signature]
Director of Water Resources

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 (POG)
Review Officer

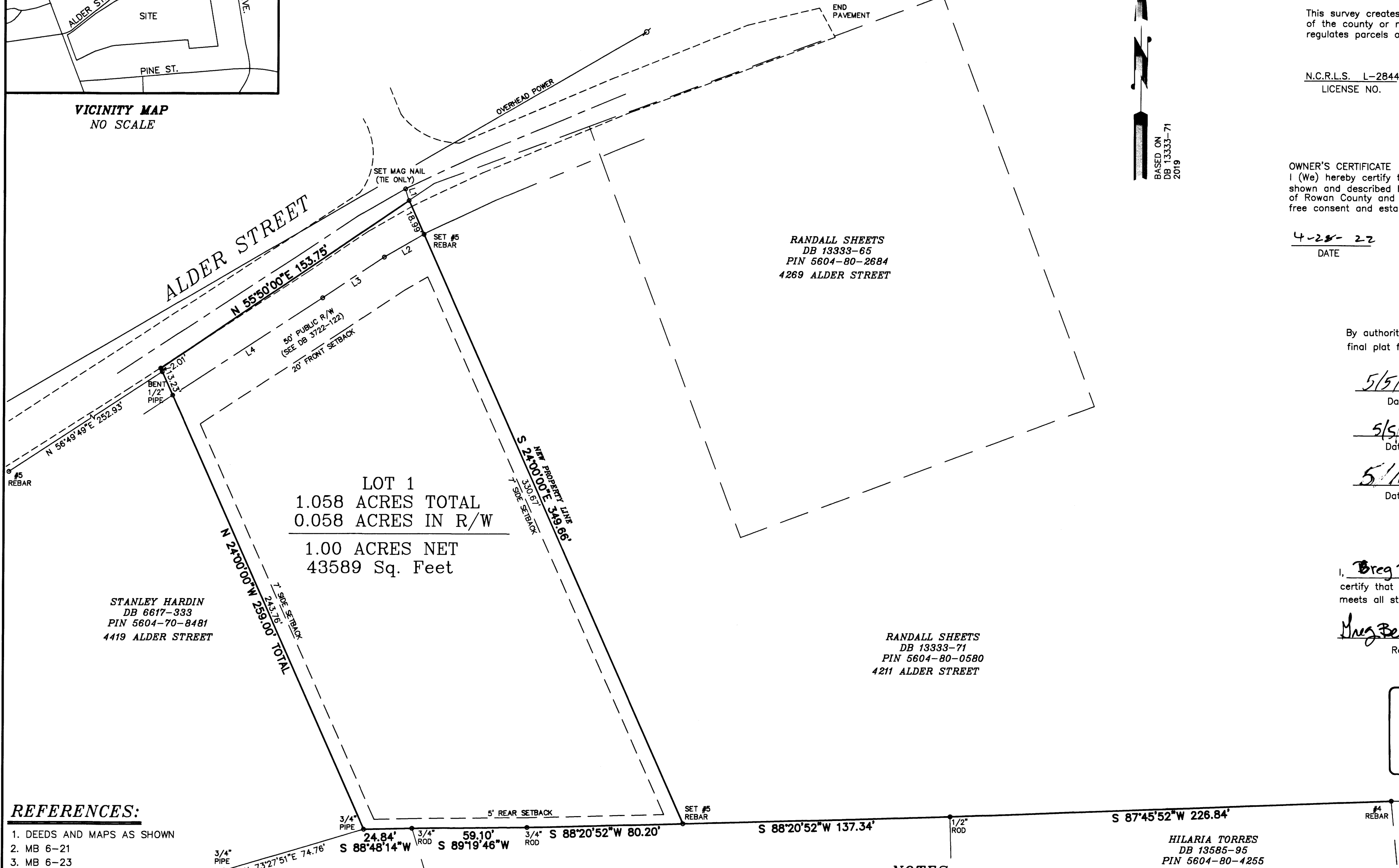
06/30/2022
Date

FILED Jul 01, 2022 08:00 am
BOOK 00092
PAGE 0094 THRU 0094
INSTRUMENT # 20852
EXCISE TAX \$0.00
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS



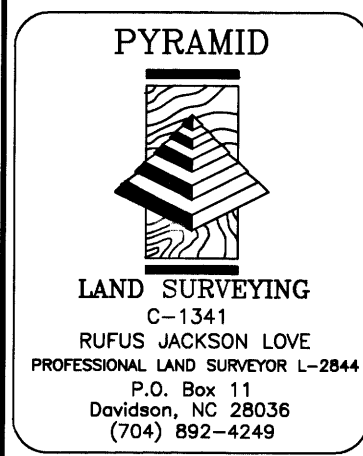
VICINITY MAP
NO SCALE

Course	Bearing	Distance
L1	S 16°41'11" E	6.27'
L2	S 60°07'42" W	23.47'
L3	S 56°26'14" W	37.94'
L4	S 56°47'46" W	91.76'



REFERENCES:

- DEEDS AND MAPS AS SHOWN
- MB 6-21
- MB 6-23



MATTHEW CARTER
HAELY-HALEY PRATT
DB 13051-3
PIN 5604-80-2215
4398 PINE STREET

MA LOPEZ
A. TORRES
DB 13661-282
PIN 5604-80-0244
4418 PINE STREET

LEGEND:

- PROPERTY LINE
- TIE LINE
- UNSURVEYED LINE
- EDGE OF PAVEMENT
- SETBACK LINE
- CP
- PP
- COMPUTED POINT
- POWER POLE

NOTES:

- THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD ZONE PER FEMA MAP# 371056133 K, DATED 11/16/2018.
- AREA DETERMINED BY COORDINATE COMPUTATION.
- CP DENOTES COMPUTED POINT, NO MONUMENT FOUND OR SET.
- UNDERGROUND UTILITIES NOT LOCATED AS OF THIS DATE.
- NO NCOS GRID MONUMENTS ARE WITHIN 2000' OF SUBJECT PROPERTY.
- ALL MONUMENTS ARE EXISTING UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS CURRENTLY ZONED RV.
- SETBACKS FOR RV ZONING ARE: FRONT - 20', SIDE - 7', REAR - 5'.
- DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF KANNAPOLIS UDO DRIVEWAY DESIGN STANDARDS AND REQUIRE A SUBGRADE INSPECTION PRIOR TO CONSTRUCTION. CONTACT BRENT YOST 704-920-4221.
- APPROVAL OF THIS PLAT DOES NOT PERMIT THE OWNER THE RIGHT TO ALTER WITHOUT SUBMITTING ENGINEERING PLANS FOR REVIEW AND APPROVAL TO THE CITY OF KANNAPOLIS AND OTHER APPROPRIATE STATE AGENCIES.
- ANY LAND DISTURBING ACTIVITY UNDER 1 ACRE REQUIRES INSTALLATION AND MAINTENANCE OF APPROPRIATE EROSION CONTROL MEASURES TO CONTAIN RUNOFF AND SEDIMENT ON SITE.

HILARIA TORRES
DB 13585-95
PIN 5604-80-4255
4344 PINE STREET

MINOR SUBDIVISION PLAT
PROPERTY OF
RANDALL WAYNE SHEETS
4211 ALDER STREET
PART OF DEED BOOK 13333-71
PART OF PIN 5604-80-0580
NO. 4 TOWNSHIP, CABARRUS COUNTY
KANNAPOLIS, NORTH CAROLINA
DECEMBER 22, 2021

FILE NAME: SHEETS-RANDALL-4211-ALDER

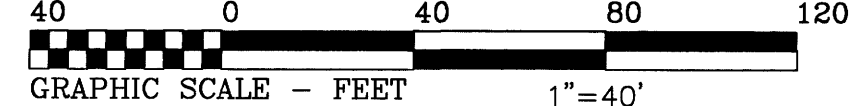
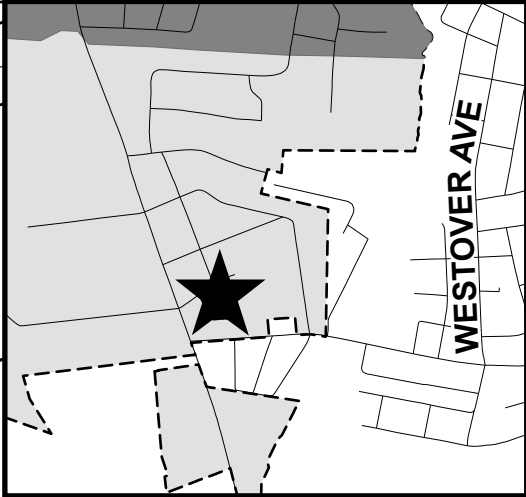
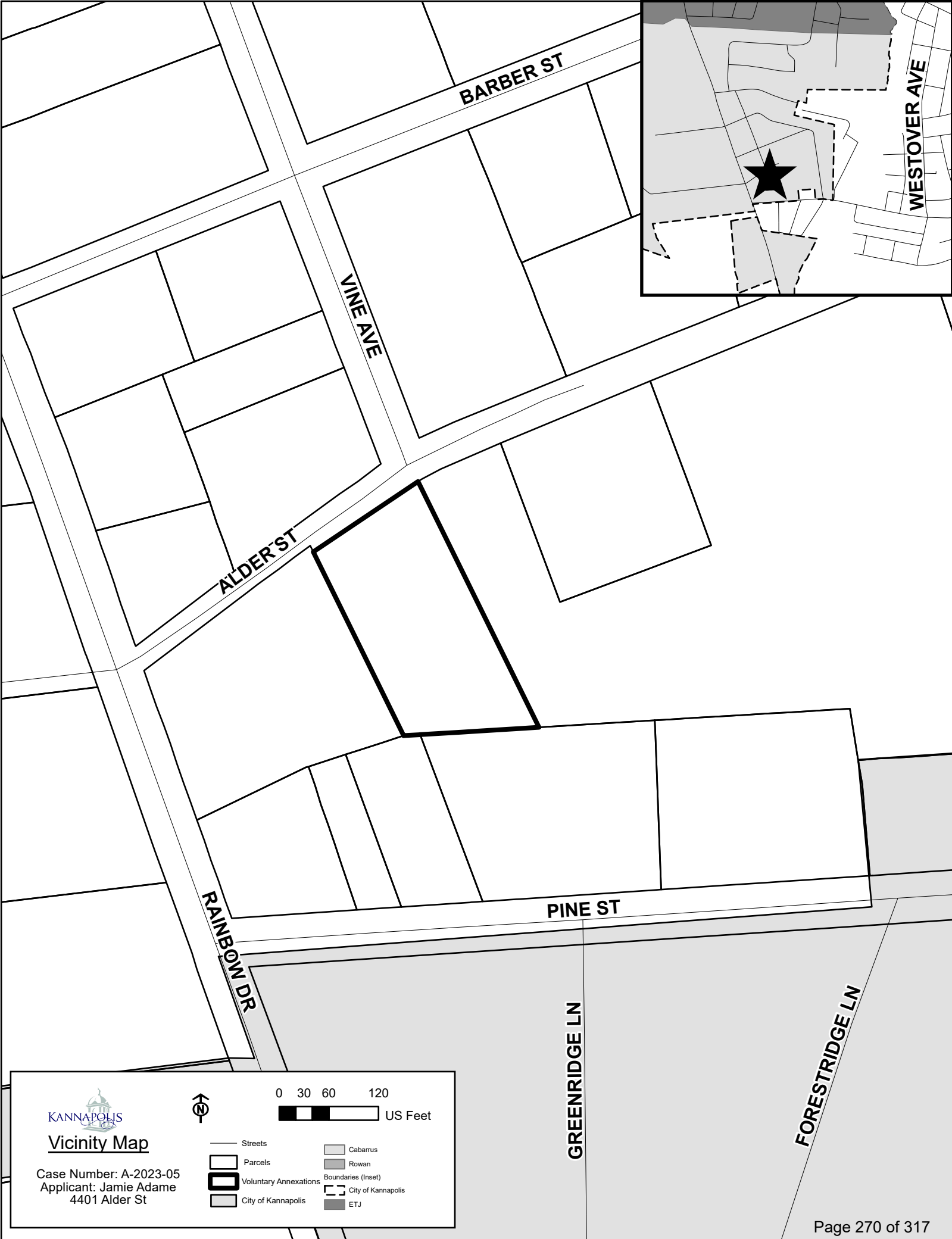


Exhibit A

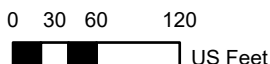
Being Lot No. 1 as shown on Minor Subdivision Plat entitled "Property of Randall Wayne Sheets", a map of which is on file in the Office of the Register of Deeds for Cabarrus County in Map Book 92, Page 94.

J.L.A.



Vicinity Map

Case Number: A-2023-05
Applicant: Jamie Adame
4401 Alder St



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

**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX: A-2023-05**

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

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

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

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

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

ADOPTED this the 10th day of July 2023.


Milton D. Hinnant, Mayor

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

CERTIFICATE OF SUFFICIENCY
A-2023-05

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 10th day of July, 2023.





Bridgette Bell, MMC, NCCMC
City Clerk

RESOLUTION OF INTENT TO ANNEX AND
FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION:
A-2023-05

WHEREAS, pursuant to N.C.G.S Chapter 160A-58 *et seq.*, the City Council may initiate annexation of real property not contiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

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

Section 1. A public hearing on the question of annexation of the area described herein shall be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00pm on the 24th day of July, 2023.

Section 2. The area proposed for annexation is described as follows:

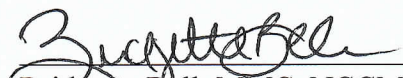
Being Lot No. I as shown on Minor Subdivision Plat entitled "Property of Randall Wayne Sheets", a map of which is on file in the Office of the Register of Deeds for Cabarrus County in Map Book 92, Page 94.

Section 3. Notice of public hearing shall be published in the Independent Tribune on July 14 and July 21, 2023.

ADOPTED this the 10th day of July 2023.


Milton D. Hinnant,
Mayor

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

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

Annexation 2023-05

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

WHEREAS, the City Council has by resolution set and held a public hearing on the question of this annexation at Kannapolis City Hall, located at 401 Laureate Way at 6:00 PM on the 24th day of July 2023, after due notice by the Independent Tribune newspaper on the 14th and 21st days of July; and

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

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

Section 1. By virtue of the authority granted pursuant to N.C.G.S. Chapter 160A-58 *et seq*, the following described territory is hereby annexed and made part of the City of Kannapolis, North Carolina as of the 24th day of July 2023, and being more particularly described as Cabarrus County Parcel Identification Number 56048004480000.

SEE METES & BOUNDS DESCRIPTION AND SURVEY

Section 2. Upon and after the 24th day of July 2023, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Kannapolis, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Kannapolis, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

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

Adopted this 24th day of July 2023

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Walter M. Safrit, II, City Attorney



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING - CPA-2023-01** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan Future Land and Character Area Map - Kannapolis Crossing and Overlook 85

Action Requested by City Council

1. Hold Public Hearing on request to amend Move Kannapolis Forward 2030 Comprehensive Plan ("2030 Plan") - Future Land Use and Character Area Map.
2. Motion to approve a Resolution amending the Move Kannapolis Forward 2030 Comprehensive Plan - Future Land Use and Character Area Map designation of properties adjacent to the Kannapolis Crossing Development located in the area of Old Beatty Ford Road and Interstate 85, adding these to the "Primary Activity Center-Interchange" Character Area.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In March 2018, City Council adopted the Move Kannapolis Forward 2030 Comprehensive Plan. This plan includes a "Future Land Use and Character Area Map", which provides guidance for future land development in the City of Kannapolis.

At its June 20, 2023 Meeting, the Planning and Zoning Commission recommended for City Council to amend the "Future Land Use and Character Area Map" designation of properties adjacent to the Kannapolis Crossing Development located in the area of Old Beatty Ford Road and Interstate 85, adding these to the "Primary Activity Center-Interchange" Character Area. These properties were recently annexed into the City.

The "Primary Activity Center Interchange" Character Area allows for a mixture of uses including, but not limited to retail, office, light manufacturing, as well as a mix of residential product types.

Fiscal Implications

None

Policy Issues

Section 2.3.A.(1)d. of the Kannapolis Development Ordinance (KDO) states that City Council has final authority to amend the 2030 Plan.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve Resolution to Amend City of Kannapolis Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Area Map, as presented. (Recommended)**
2. Take no action
3. Table matter to a future meeting

Attachments

1. FLU-CPA-2023-01update
2. FLU-PROPOSED-CPA-2023-01
3. RESOLUTION - Amend FLU and Character Map

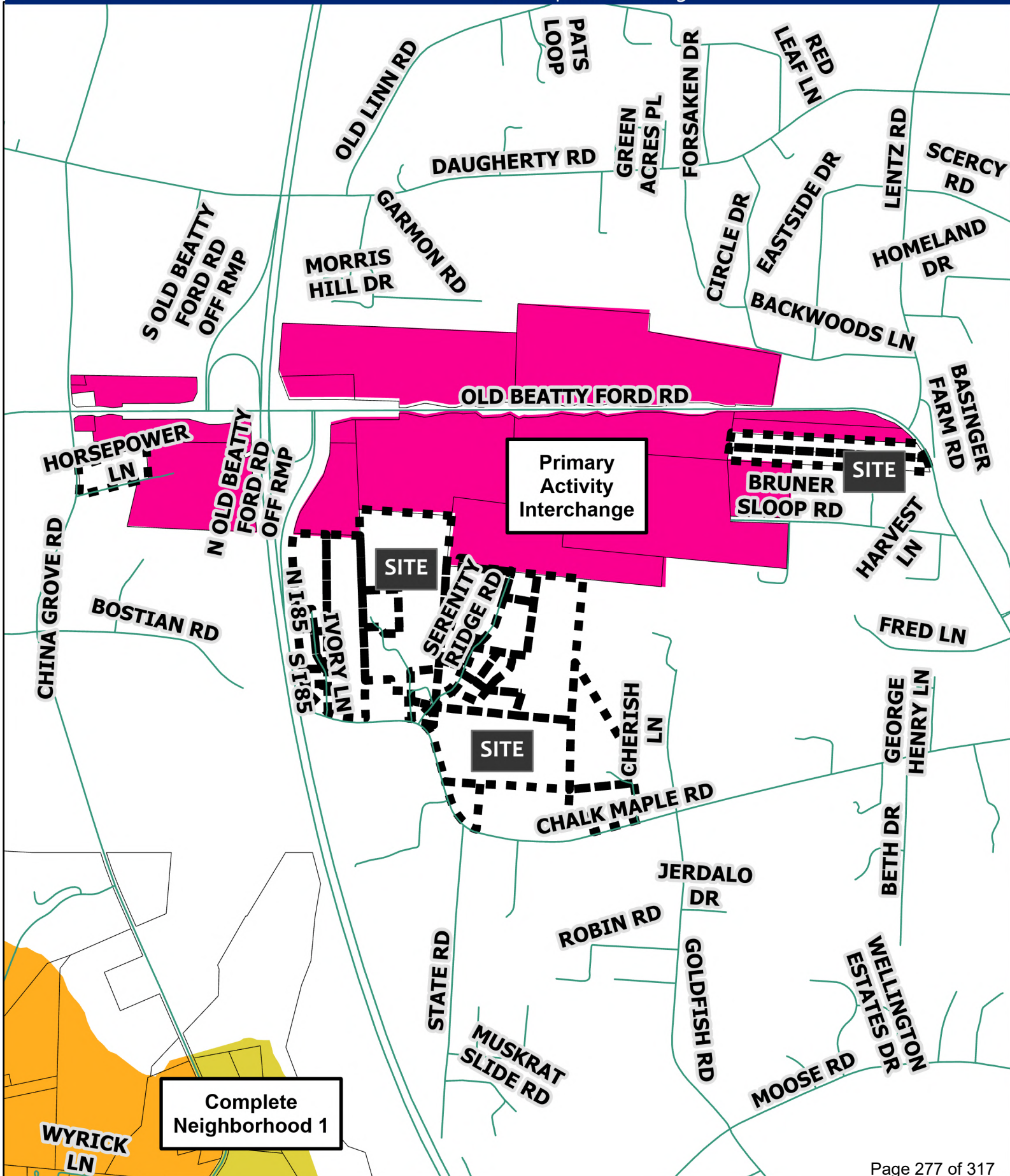


Kannapolis 2030 Future Land Use Map

Case Number: CPA-2023-01

Applicant: City of Kannapolis

Kannapolis Crossing



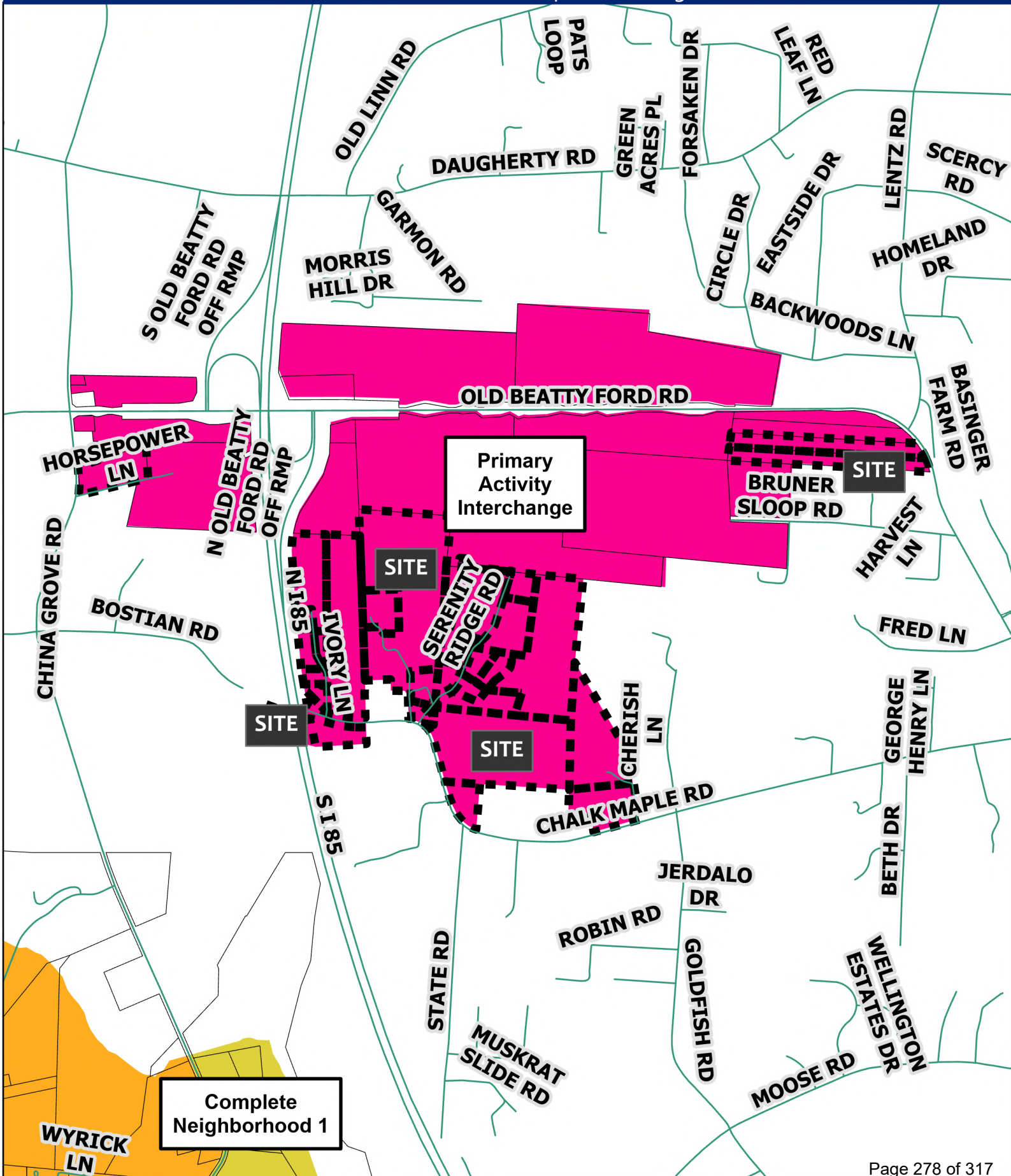


Kannapolis 2030 Future Land Use Map Proposed

Case Number: CPA-2023-01

Applicant: City of Kannapolis

Kannapolis Crossing



**RESOLUTION TO AMEND
MOVE KANNAPOLIS FORWARD 2030 COMPREHENSIVE PLAN
FUTURE LAND USE AND CHARACTER MAP
COMPREHENSIVE PLAN AMENDMENT (CPA-2023-01)**

WHEREAS, the purpose of the *Move Kannapolis Forward 2030 Comprehensive Plan* is to establish guidelines for the development of the physical landscape of the City and its growth areas, as well as provide a decision-making tool for elected and/or appointed officials; and

WHEREAS, the *Move Kannapolis Forward 2030 Comprehensive Plan* was originally adopted on March 26, 2018; and

WHEREAS, City Council recognizes that updates must be made periodically to the *2030 Plan* to address the City's ongoing needs and to facilitate new growth and development; and

WHEREAS, In accordance with Section 2.3.B(1)d. of the Kannapolis Development Ordinance (KDO), the Planning and Zoning Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan. The Commission shall have the powers and duties including, but not limited to, the preparation of a comprehensive plan and amendments to the plan and its elements and to submit the amendments to the City Council; and

WHEREAS, the Planning and Zoning Commission, at its regular meeting held on June 20, 2023, voted to recommend that City Council amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* to apply the "Primary Activity Center-Interchange" Character Area designation to the properties located adjacent to the Kannapolis Crossing Development in the area of Old Beatty Ford Road and Interstate 85; and

WHEREAS, In accordance with Section 2.3.A(1)d. of the KDO, City Council shall render final decisions pertaining to amendments to the Comprehensive Plan; and

WHEREAS, at its July 24, 2023 meeting, a public hearing was held by City Council to consider the request to amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* by designating the subject properties as a "Primary Activity Center-Interchange" Character Areas; and

WHEREAS, it was determined by City Council that the proposed amendment was necessary to ensure that future development is consistent with the goals, objectives and policies of the *Move Kannapolis Forward 2030 Comprehensive Plan*.

NOW, THEREFORE BE IT RESOLVED that the City Council of Kannapolis, North Carolina hereby adopts the proposed amendment to the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map*. In adopting this Comprehensive Plan Amendment, the Council recognizes that this document will provide a long-term "blueprint" to guide the City's leadership in decision-making regarding the growth, development, and redevelopment of the City.

Adopted this the 24th day of July 2023

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Bridgette Bell, MCC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING - CPA-2023-02** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan of Future Land Use Designation - Dale Earnhardt Blvd.

Action Requested by City Council

1. Hold Public Hearing on request to amend Move Kannapolis Forward 2030 Comprehensive Plan ("*2030 Plan*") - Future Land Use and Character Area Map.
2. Motion to approve a Resolution amending the Move Kannapolis Forward 2030 Comprehensive Plan - Future Land Use and Character Area Map designation for properties located along Dale Earnhardt Boulevard from the Coach Street area to the Spring Street area to "Urban Corridor" Character Area.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In March 2018, City Council adopted the Move Kannapolis Forward 2030 Comprehensive Plan. This plan includes a "Future Land Use and Character Map", which provides guidance for future land development in the City of Kannapolis.

Based on building inventory, market demand and high volumes of traffic, the area along Dale Earnhardt Boulevard is transitioning from single-family residential uses to a mixture of retail, office, multi-family, institutional and light manufacturing uses. The Urban Corridor Character Area allows for a mixture of these uses and is therefore more fitting for the existing uses as well as the anticipated uses along this particular corridor area.

At their June 20, 2023 meeting, the Planning and Zoning Commission recommended that the 2030 Comprehensive Plan "Future Land Use and Character Area Map" be amended by City Council from its current designation as "Urban Residential" to "Urban Corridor" Character Area.

Fiscal Implications

None

Policy Issues

Section 2.3.A.(1)d. of the Kannapolis Development Ordinance (KDO) states that City Council has final authority to amend the *2030 Plan*.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve Resolution to Amend City of Kannapolis Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map, as presented. (Recommended)**
2. Take no action.
3. Table matter to a future meeting.

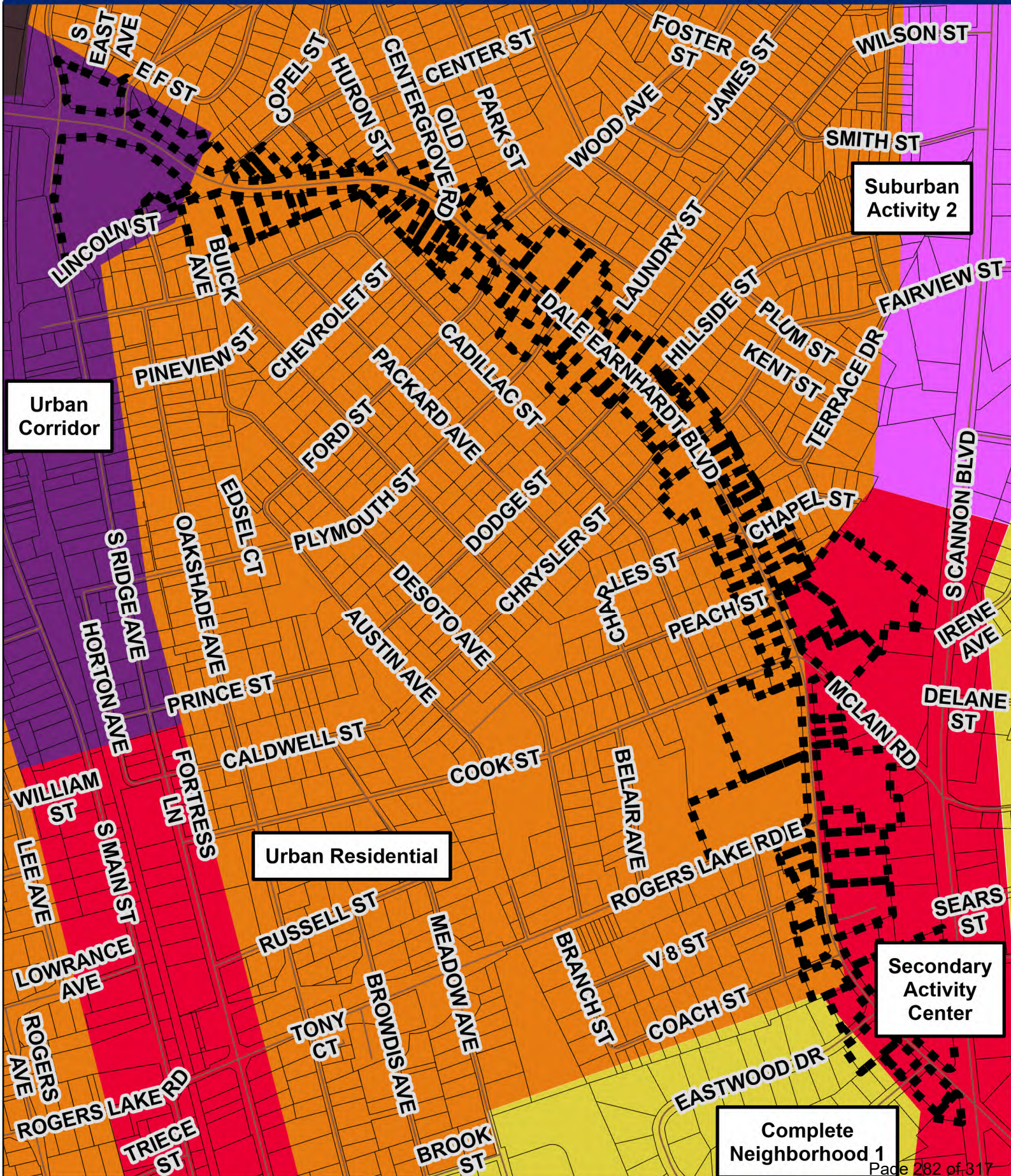
Attachments

1. FLU-CPA-2023-02
2. RESOLUTION - Amend FLU and Character Map
3. FLU-PROPOSED-CPA-2023-02



Kannapolis 2030 Future Land Use Map

Case Number: CPA-2023-02
Applicant: City of Kannapolis
Dale Earnhardt Blvd



**RESOLUTION TO AMEND
MOVE KANNAPOLIS FORWARD 2030 COMPREHENSIVE PLAN
FUTURE LAND USE AND CHARACTER MAP
COMPREHENSIVE PLAN AMENDMENT (CPA-2023-02)**

WHEREAS, the purpose of the *Move Kannapolis Forward 2030 Comprehensive Plan* is to establish guidelines for the development of the physical landscape of the City and its growth areas, as well as provide a decision-making tool for elected and/or appointed officials; and

WHEREAS, the *Move Kannapolis Forward 2030 Comprehensive Plan* was originally adopted on March 26, 2018; and

WHEREAS, City Council recognizes that updates must be made periodically to the *2030 Plan* to address the City's ongoing needs and to facilitate new growth and development; and

WHEREAS, In accordance with Section 2.3.B(1)d. of the Kannapolis Development Ordinance (KDO), the Planning and Zoning Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan. The Commission shall have the powers and duties including, but not limited to, the preparation of a comprehensive plan and amendments to the plan and its elements and to submit the amendments to the City Council; and

WHEREAS, the Planning and Zoning Commission, at its regular meeting held on June 20, 2023, voted to recommend that City Council amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* to apply the "Urban Corridor" Character Area designation to the properties located on Dale Earnhardt Boulevard along the stretch from the Coach Street area to the Spring Street area; and

WHEREAS, In accordance with Section 2.3.A(1)d. of the KDO, City Council shall render final decisions pertaining to amendments to the Comprehensive Plan; and

WHEREAS, at its July 24, 2023 meeting, a public hearing was held by City Council to consider the request to amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* by designating the subject properties as a "Urban Corridor" Character Area; and

WHEREAS, it was determined by City Council that the proposed amendment was necessary to ensure that future development is consistent with the goals, objectives and policies of the *Move Kannapolis Forward 2030 Comprehensive Plan*.

NOW, THEREFORE BE IT RESOLVED that the City Council of Kannapolis, North Carolina hereby adopts the proposed amendment to the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map*. In adopting this Comprehensive Plan Amendment, the Council recognizes that this document will provide a long-term "blueprint" to guide the City's leadership in decision-making regarding the growth, development, and redevelopment of the City.

Adopted this the 24th day of July 2023

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Bridgette Bell, MCC, NCCMC
City Clerk

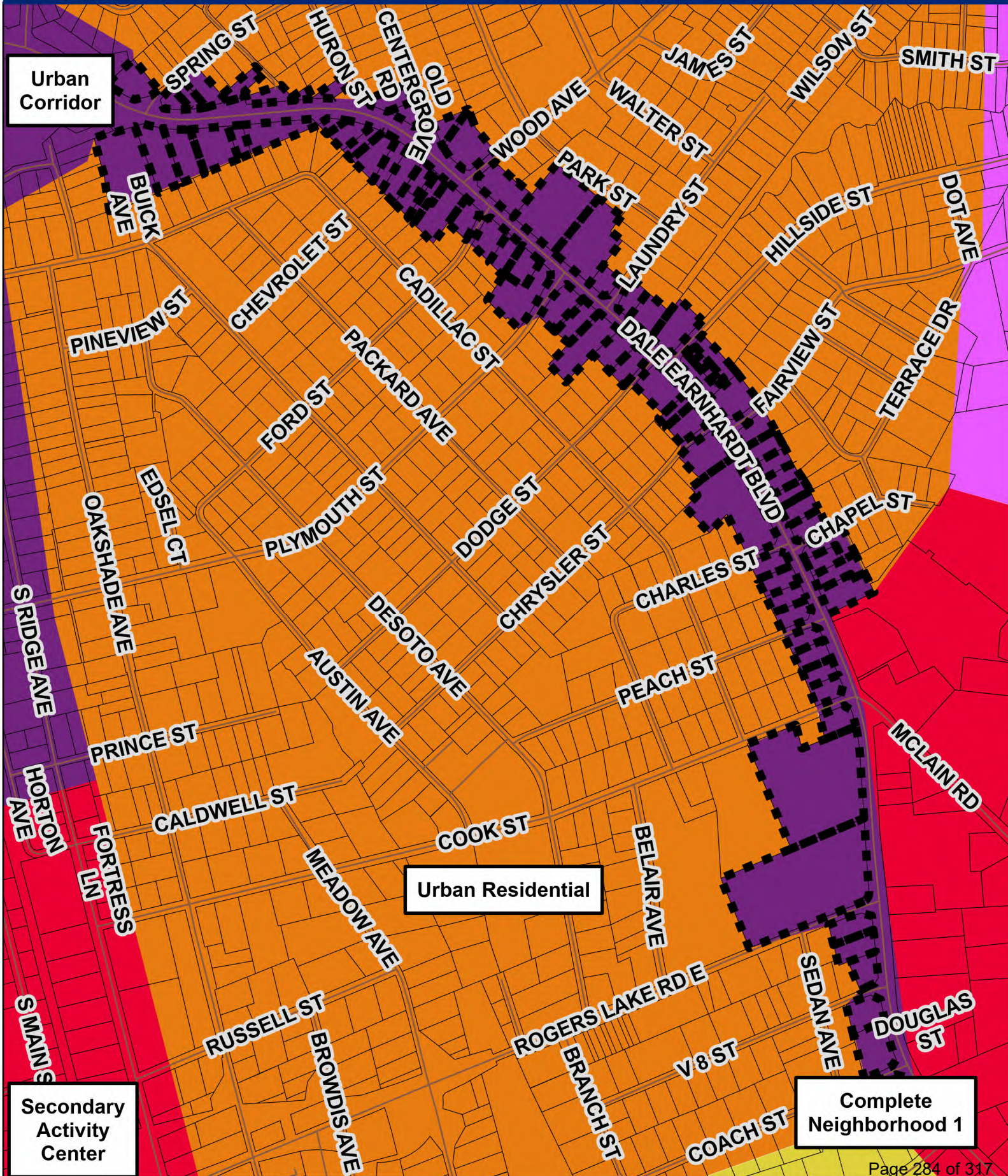


Kannapolis 2030 Future Land Use Map Proposed

Case Number: CPA-2023-02

Applicant: City of Kannapolis

Dale Earnhardt Blvd





Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING - CPA-2023-03** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use Designation - Irish Glen

Action Requested by City Council

1. Hold Public Hearing on request to amend Move Kannapolis Forward 2030 Comprehensive Plan - Future Land Use and Character Area Map.
2. Motion to approve a Resolution amending the Move Kannapolis Forward 2030 Plan - Future Land Use and Character Area Map designation of properties near West C Street and Glenn Avenue to "Urban Residential".

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In March 2018, City Council adopted the Move Kannapolis Forward 2030 Comprehensive Plan ("2030 Plan"). This plan includes a "Future Land Use and Character Map", which provides guidance for future land development in the City of Kannapolis.

Staff is recommending that the area near West C Street and Glenn Avenue be amended in the 2030 Plan and is proposing that "Urban Residential" Character Area be applied to this area. Some of the properties are currently zoned Office-Institutional (OI) and are intended to be developed under that zoning, however, the current land use and character area do not recommend OI uses.

At their June 20, 2023 meeting, the Planning and Zoning Commission recommended that the 2030 Plan "Future Land Use and Character Area Map" be amended by City Council from it's current designation of "Employment Center" to "Urban Residential" Character Area.

Fiscal Implications

None

Policy Issues

Section 2.3.A.(1)d. of the Kannapolis Development Ordinance (KDO) states that City Council has final authority to amend the 2030 Plan.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve Resolution to Amend City of Kannapolis Move Forward 2030 Comprehensive Plan ("*2030 Plan*") Future Land Use and Character Area Map, as presented. (Recommended)**
2. Take no action.
3. Table matter to a future meeting.

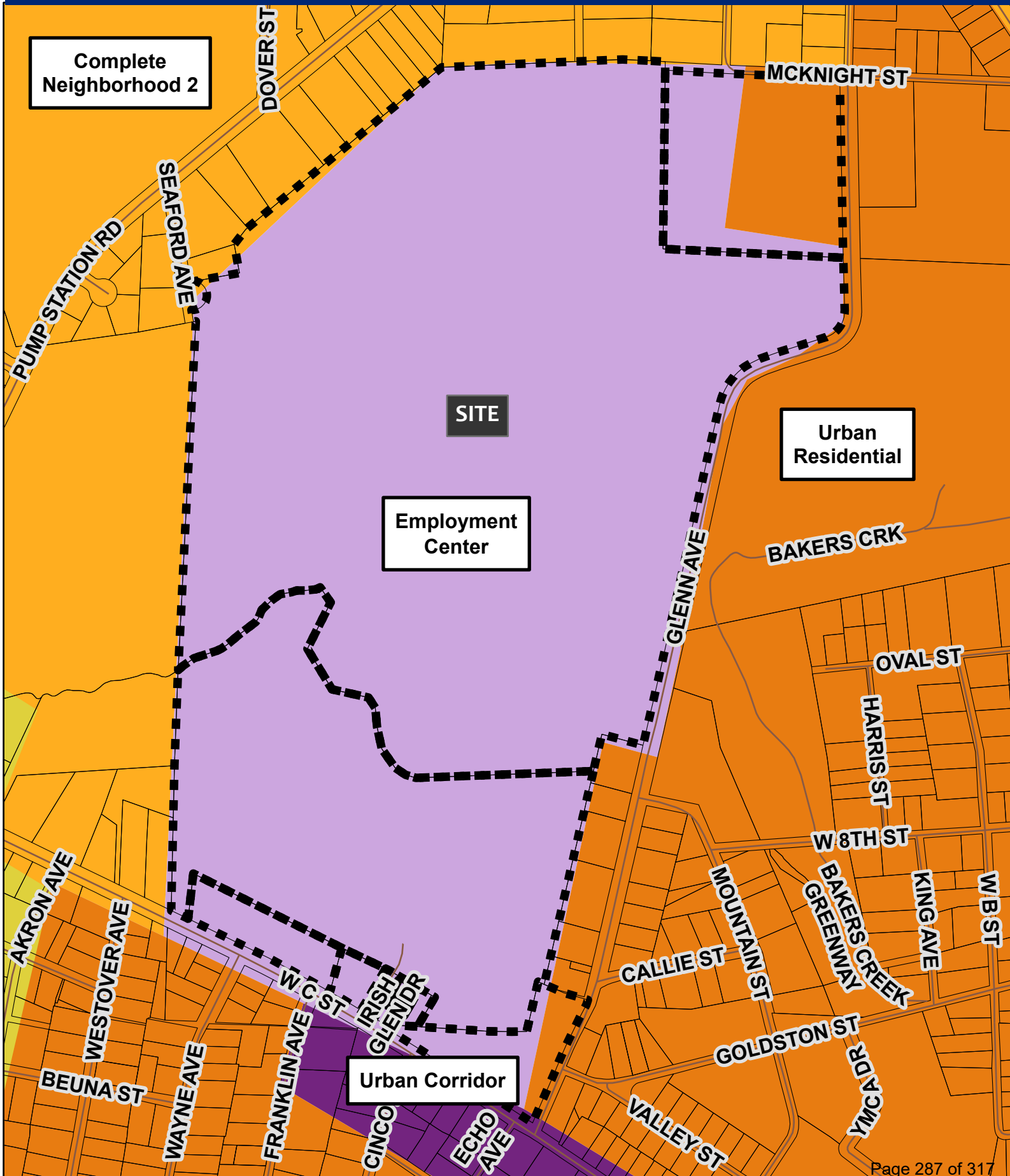
Attachments

1. FLU-CPA-2023-03
2. RESOLUTION - Amend FLU and Character Map
3. FLU-PROPOSED-CPA-2023-03



Kannapolis 2030 Future Land Use Map

Case Number: CPA-2023-03
Applicant: City of Kannapolis
Irish Glen



**RESOLUTION TO AMEND
MOVE KANNAPOLIS FORWARD 2030 COMPREHENSIVE PLAN
FUTURE LAND USE AND CHARACTER MAP
COMPREHENSIVE PLAN AMENDMENT (CPA-2023-03)**

WHEREAS, the purpose of the *Move Kannapolis Forward 2030 Comprehensive Plan* is to establish guidelines for the development of the physical landscape of the City and its growth areas, as well as provide a decision-making tool for elected and/or appointed officials; and

WHEREAS, the *Move Kannapolis Forward 2030 Comprehensive Plan* was originally adopted on March 26, 2018; and

WHEREAS, City Council recognizes that updates must be made periodically to the *2030 Plan* to address the City's ongoing needs and to facilitate new growth and development; and

WHEREAS, In accordance with Section 2.3.B(1)d. of the Kannapolis Development Ordinance (KDO), the Planning and Zoning Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan. The Commission shall have the powers and duties including, but not limited to, the preparation of a comprehensive plan and amendments to the plan and its elements and to submit the amendments to the City Council; and

WHEREAS, the Planning and Zoning Commission, at its regular meeting held on June 20, 2023, voted to recommend that City Council amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* to apply the "Urban Residential" Character Area designation to properties located near West C Street and Glenn Avenue; and

WHEREAS, In accordance with Section 2.3.A(1)d. of the KDO, City Council shall render final decisions pertaining to amendments to the Comprehensive Plan; and

WHEREAS, at its July 24, 2023 meeting, a public hearing was held by City Council to consider the request to amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* by designating the subject properties as a "Urban Residential" Character Area; and

WHEREAS, it was determined by City Council that the proposed amendment was necessary to ensure that future development is consistent with the goals, objectives and policies of the *Move Kannapolis Forward 2030 Comprehensive Plan*.

NOW, THEREFORE BE IT RESOLVED that the City Council of Kannapolis, North Carolina hereby adopts the proposed amendment to the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map*. In adopting this Comprehensive Plan Amendment, the Council recognizes that this document will provide a long-term "blueprint" to guide the City's leadership in decision-making regarding the growth, development, and redevelopment of the City.

Adopted this the 24th day of July 2023

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Bridgette Bell, MCC, NCCMC
City Clerk



Kannapolis 2030 Future Land Use Map Proposed

Case Number: CPA-2023-03

Applicant: City of Kannapolis

Irish Glen

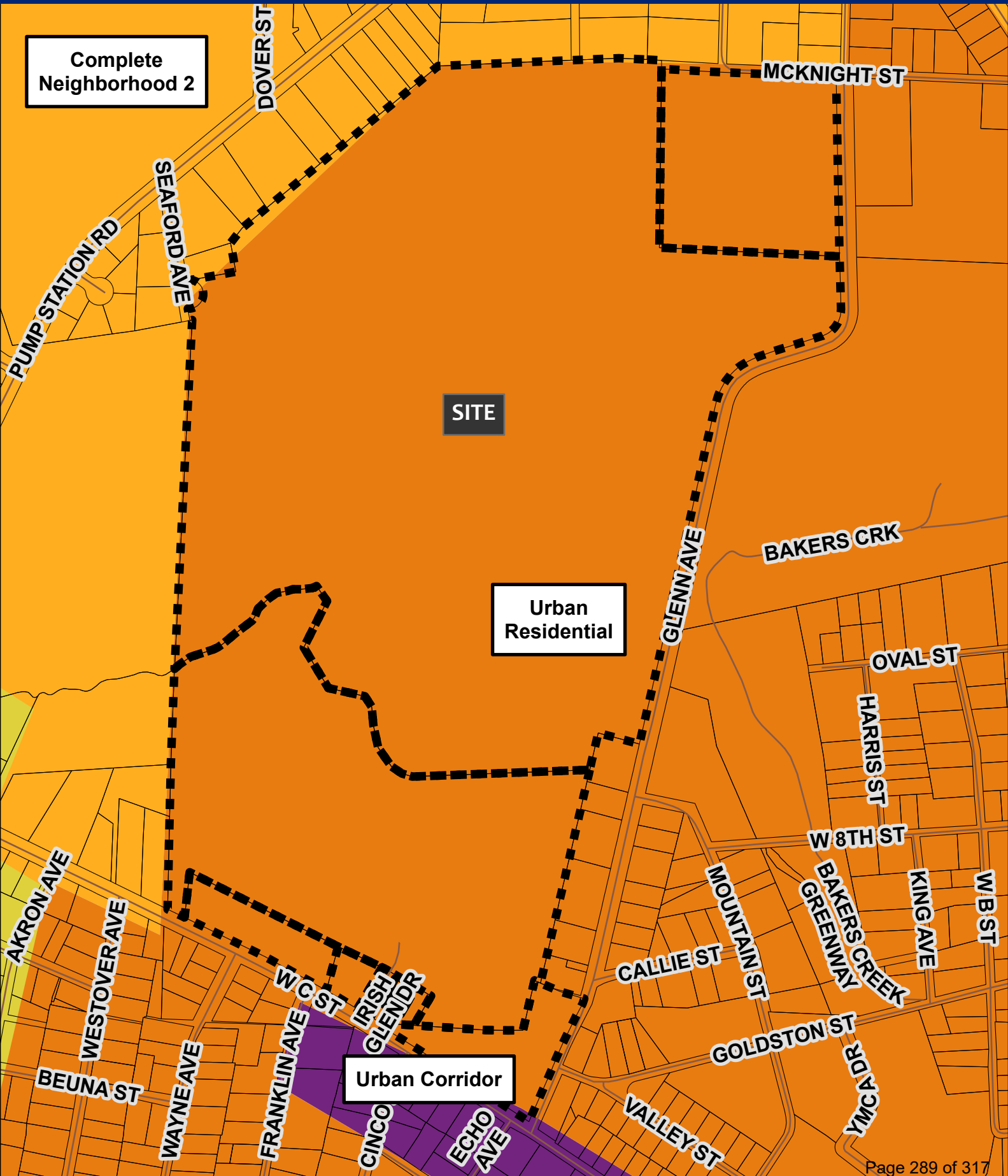


Complete
Neighborhood 2

SITE

Urban
Residential

Urban Corridor





Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING - CPA-2023-04** - Conduct a Public Hearing and approve a Resolution to amend the City's Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use Designation - Trinity Church Rd.

Action Requested by City Council

1. Hold Public Hearing on request to amend Move Kannapolis Forward 2030 Comprehensive Plan ("*2030 Plan*") - Future Land Use and Character Area Map.
2. Motion to approve a Resolution amending the 2030 Plan - Future Land Use and Character Area Map designation for properties located east of the intersection of Kannapolis Parkway and Trinity Church Road (specifically parcels at or near 2347, 2343, 2337, 2221, 2219 and 2215 Trinity Church Road) from "Employment Center" to the "Complete Neighborhood 2" Character Area designation.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In March 2018, City Council adopted the Move Kannapolis Forward 2030 Comprehensive Plan ("*2030 Plan*"). This plan includes a "Future Land Use and Character Area Map", which provides guidance for future land development in the City of Kannapolis.

Staff is recommending a change from "Employment Center" to "Complete Neighborhood 2" Character Area after meeting with a resident that owns multiple properties in the area of Kannapolis Parkway and Trinity Church Road regarding construction of a new single-family home. It was determined that this area is better suited for large-lot single-family residential development. All six property owners have agreed in writing to the proposed amendment.

At their June 20, 2023 meeting, the Planning and Zoning Commission recommended that the *2030 Plan* "Future Land Use and Character Area Map" be amended by City Council from its current designation of "Employment Center" to a "Complete Neighborhood 2" Character Area.

Fiscal Implications

None

Policy Issues

Section 2.3.A.(1)d. of the Kannapolis Development Ordinance (KDO) states that City Council has final authority to amend the *2030 Plan*.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve Resolution to Amend City of Kannapolis Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Area Map, as presented. (Recommended)**
2. Take no action.
3. Table matter to a future meeting.

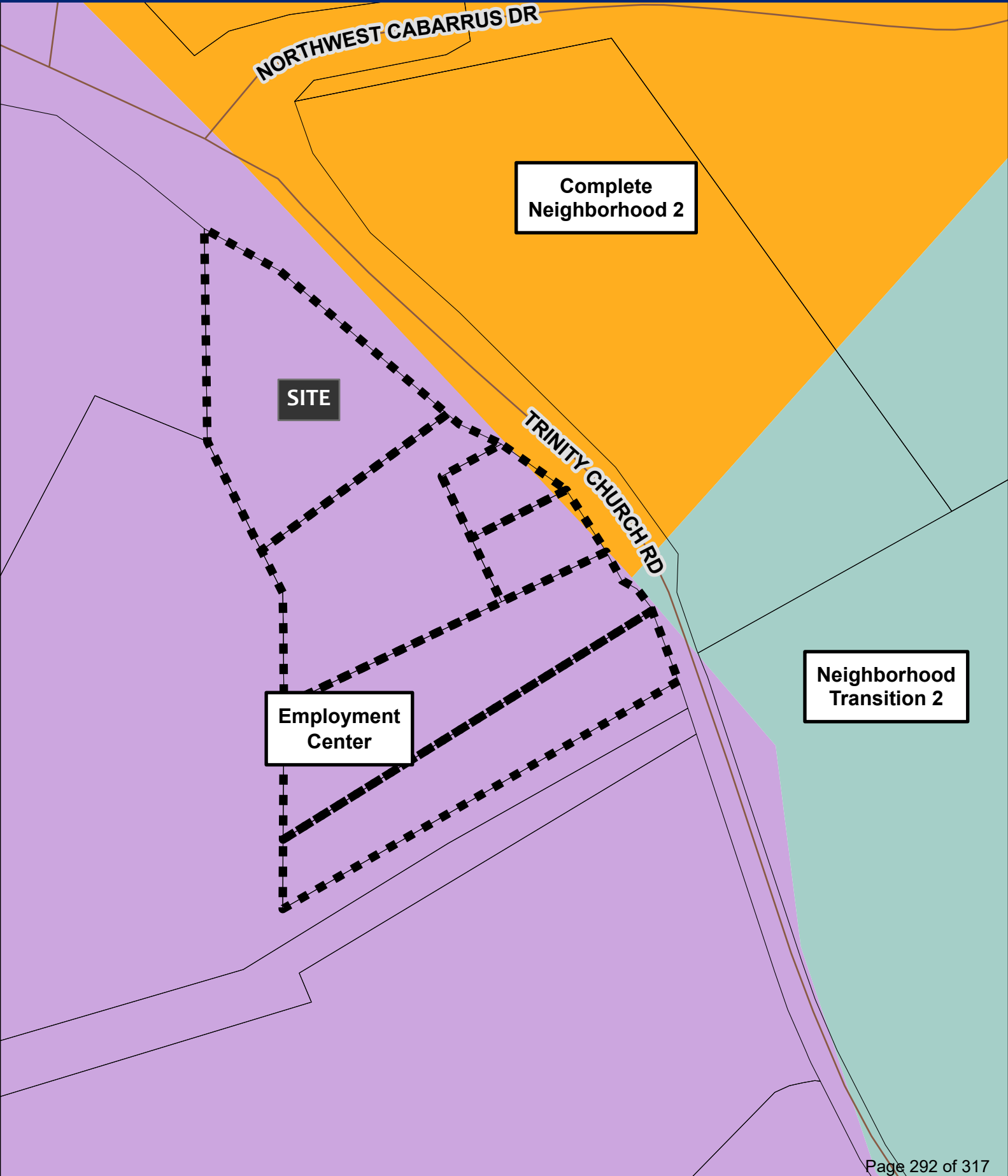
Attachments

1. FLU-CPA-2023-04
2. RESOLUTION - Amend FLU and Character Map
3. FLU-PROPOSED-CPA-2023-04



Kannapolis 2030 Future Land Use Map

Case Number: CPA-2023-04
Applicant: City of Kannapolis
Trinity Church Rd



**RESOLUTION TO AMEND
MOVE KANNAPOLIS FORWARD 2030 COMPREHENSIVE PLAN
FUTURE LAND USE AND CHARACTER MAP
COMPREHENSIVE PLAN AMENDMENT (CPA-2023-04)**

WHEREAS, the purpose of the *Move Kannapolis Forward 2030 Comprehensive Plan* is to establish guidelines for the development of the physical landscape of the City and its growth areas, as well as provide a decision-making tool for elected and/or appointed officials; and

WHEREAS, the *Move Kannapolis Forward 2030 Comprehensive Plan* was originally adopted on March 26, 2018; and

WHEREAS, City Council recognizes that updates must be made periodically to the *2030 Plan* to address the City's ongoing needs and to facilitate new growth and development; and

WHEREAS, In accordance with Section 2.3.B(1)d. of the Kannapolis Development Ordinance (KDO), the Planning and Zoning Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan. The Commission shall have the powers and duties including, but not limited to, the preparation of a comprehensive plan and amendments to the plan and its elements and to submit the amendments to the City Council; and

WHEREAS, the Planning and Zoning Commission, at its regular meeting held on June 20, 2023, voted to recommend that City Council amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* to apply the "Complete Neighborhood 2" Character Area designation to properties located east of the intersection of Kannapolis Parkway and Trinity Church Road. (Specifically parcels at or near 2347, 2343, 2337, 2221, 2219 and 2215 Trinity Church Road); and

WHEREAS, In accordance with Section 2.3.A(1)d. of the KDO, City Council shall render final decisions pertaining to amendments to the Comprehensive Plan; and

WHEREAS, at its July 24, 2023 meeting, a public hearing was held by City Council to consider the request to amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* by designating the subject properties as a "Complete Neighborhood 2" Character Area; and

WHEREAS, it was determined by City Council that the proposed amendment was necessary to ensure that future development is consistent with the goals, objectives and policies of the *Move Kannapolis Forward 2030 Comprehensive Plan*.

NOW, THEREFORE BE IT RESOLVED that the City Council of Kannapolis, North Carolina hereby adopts the proposed amendment to the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map*. In adopting this Comprehensive Plan Amendment, the Council recognizes that this document will provide a long-term "blueprint" to guide the City's leadership in decision-making regarding the growth, development, and redevelopment of the City.

Adopted this the 24th day of July 2023

Milton D. Hinnant, Mayor
City of Kannapolis

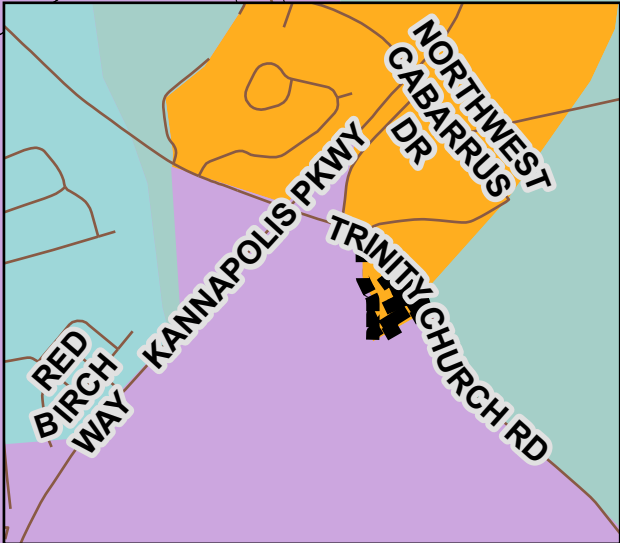
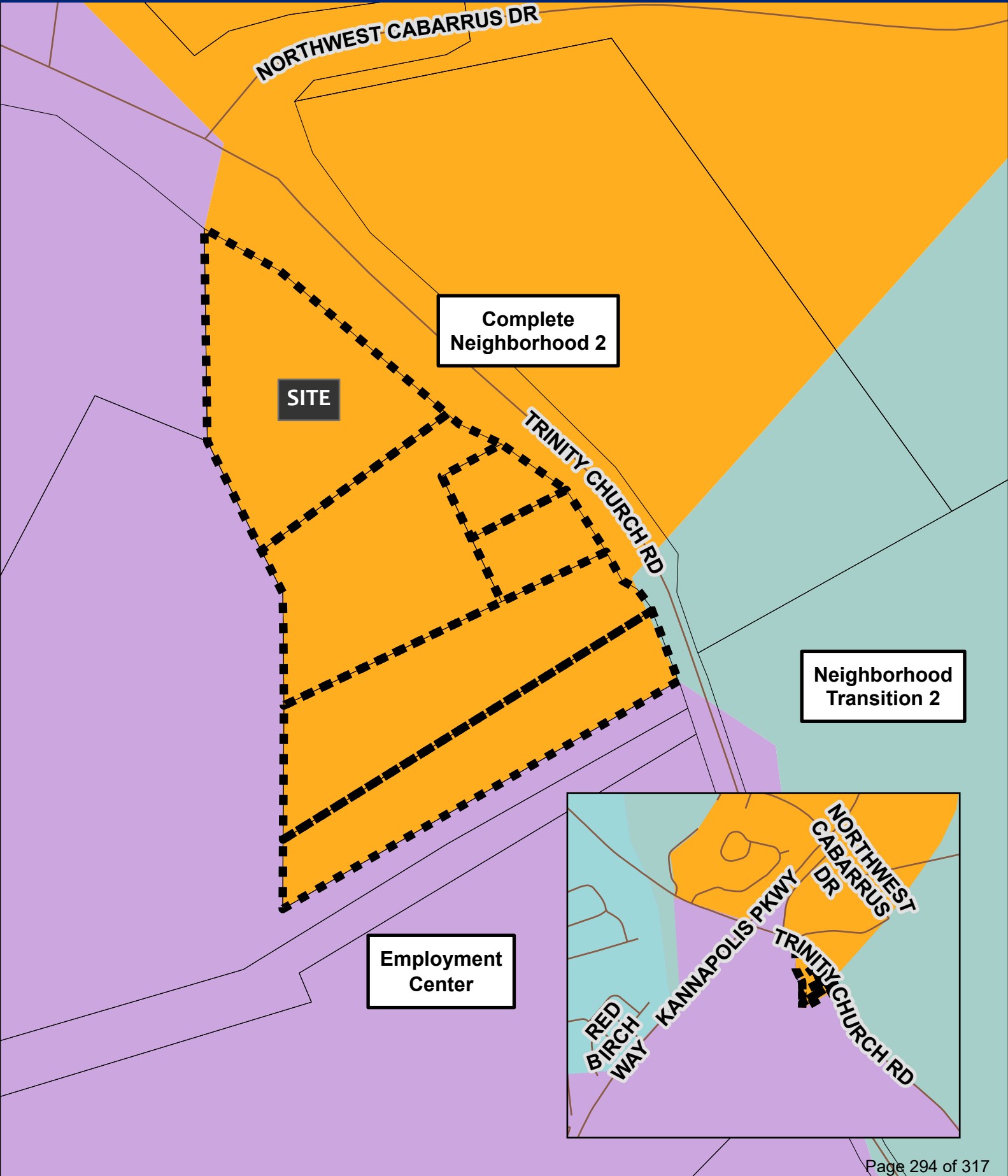
ATTEST:

Bridgette Bell, MCC, NCCMC
City Clerk



Kannapolis 2030 Future Land Use Map Proposed

Case Number: CPA-2023-04
Applicant: City of Kannapolis
Trinity Church Rd





Kannapolis City Council

City Council Agenda Staff Report

July 24, 2023

To: Mayor and City Council

From: Richard Smith, Planning Director, Alex Anderson, Director of Water Resources

Subject: **MOTION** - Approve the Resolution Approving the Ordinance to Amend the Wastewater Allocation Policy

Action Requested by City Council

Approve the Resolution Approving the Ordinance to Amend the Wastewater Allocation Policy to include separate non-residential and residential categories for allocation

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted a Wastewater Allocation Policy to “provide for the judicious allocation” of the City’s limited wastewater treatment capacity. To do so, Council adopted a fair and reasonable method for strategic allocation of this resource among qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. In the case of private non-residential and residential permit recipients, project developers must complete a matrix to score their specific project. The allocation matrix serves as a means for the City to rate projects and determine those that may receive allocation when it becomes available.

Under the current policy, there is no distinction between residential and non-residential projects. Since the policy has been implemented for over a year and a half, it has become clear that it is more beneficial to further distinguish between residential and non-residential projects. Staff has developed a draft non-residential matrix for Council's consideration. If Council determines the necessity of this new matrix, it will be necessary to also amend the existing matrix as well as the Wastewater Allocation Policy itself.

The proposed and revised matrices and policy are included as attachments to this agenda item. Staff is prepared to further explain as part of the consideration of this agenda item.

Fiscal Implications

None

Policy Issues

Amend the existing Wastewater Allocation Policy to include non-residential and residential distinctions

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve the Resolution Approving the Ordinance to Amend the Wastewater Allocation Policy to include separate non-residential and residential categories for allocation (Recommended)**
2. Do not approve Resolution

Attachments

1. Resolution Adopting Ordinance (Amendments to Kannapolis Wastewater Allocation Policy) 7-24-23
2. Ordinance Adopting Amendment to Kannapolis Wastewater Allocation Policy (7-24-23)
3. Draft Amended Kannapolis Wastewater Allocation Policy July 24 2023
4. Draft Amended Residential Scoring Matrix 07242023
5. Draft Non-Residential Scoring Matrix

**CITY OF KANNAPOLIS
RESOLUTION
ADOPTING ORDINANCE RELATING TO AMENDMENTS TO
KANNAPOLIS WASTEWATER ALLOCATION POLICY**

WHEREAS, the City Council adopted the Kannapolis Wastewater Allocation Policy (“Policy”) by Ordinance on December 12, 2021; and

WHEREAS, the Policy was amended on February 14, 2022 and February 28, 2022; and

WHEREAS, it is in the best interest of the citizens of the City to amend the Ordinance by replacing the existing Policy Exhibit B with a revised Exhibit B and the addition of a new Exhibit C; and

WHEREAS, the City finds that the Ordinance amended is consistent with the North Carolina General Statutes and in the best interest of the City.

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

1. The City Council adopts the Ordinance attached hereto amending the Kannapolis Wastewater Allocation Policy.
2. This Ordinance is effective upon adoption.

Adopted this 24th day of July, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**CITY OF KANNAPOLIS
ORDINANCE ADOPTING
AMENDMENTS TO
KANNAPOLIS WASTEWATER ALLOCATION POLICY**

WHEREAS, in November 2021 an Interlocal Wastewater Capacity Allocation Agreement (the “Allocation Agreement”) was executed by WSACC and all of its member jurisdictions. This agreement provides for a method of distributing all available WSACC wastewater treatment capacity to each member jurisdiction under an agreed-upon formula; and

WHEREAS, the City of Kannapolis (“City”) has invested substantial capital in the infrastructure necessary to support a growing, prosperous, and healthy community. Wastewater treatment capacity is among the most important elements of this infrastructure. Since 1992 this service has been provided to the City by the Water and Sewer Authority of Cabarrus County (“WSACC”); and

WHEREAS, the intent of the attached Wastewater Allocation Policy (“Policy”) is to provide for the judicious allocation of these resources in conformity with the growth-related priorities of the Kannapolis City Council which are established and/or reconfirmed in the policy. Further, the underpinning structure of the Policy is to achieve a fair and reasonable balance between public interests and private interests; and

WHEREAS, the Policy is intended to manage the remaining capacity available until additional capacity is developed through the expansion of the Rocky River Regional Wastewater Treatment Plant; and

WHEREAS, the Policy is in the best interests of the citizens of the City calculated to achieve for a fair and reasonable allocation of the City’s available wastewater capacity consistent with the Allocation Agreement to meet the needs of both public and private land development interests; and

WHEREAS, the Policy was adopted by Council Ordinance on December 12, 2021 and amended on February 14, 2022 and February 28, 2022; and

WHEREAS, the attached Exhibit B for the Residential Allocation Scoring Matrix replaces the existing Policy Exhibit B and a new Exhibit C is adopted as a Non-Residential Scoring Matrix.

NOW, THEREFORE, PURSUANT TO THE AUTHORITY CONTAINED IN CHAPTER 160A, ARTICLE 16, PART 1, BE IT ORDAINED THAT, the attached Amendments to the Kannapolis Wastewater Allocation Policy are hereby adopted effective immediately.

Adopted this ____ day of July, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



CITY OF KANNAPOLIS WASTEWATER ALLOCATION POLICY

Adopted by the Kannapolis City Council December 1, 2021

Amended February 14, 2022

Amended February 28, 2022

Amended July 24, 2023

I. Purpose and Intent.

The City of Kannapolis (“City”) has invested substantial capital in the infrastructure necessary to support a growing, prosperous, and healthy community. Wastewater treatment capacity is among the most important elements of this infrastructure. Since 1992 this service has been provided to the City by the Water and Sewer Authority of Cabarrus County (“WSACC”). The intent of this policy is to provide for the judicious allocation of these resources in conformity with the growth-related priorities of the Kannapolis City Council which are established and/or reconfirmed in this policy. Further, the underpinning structure of this policy is to achieve a fair and reasonable balance between public interests and private interests. This policy is intended to manage the remaining capacity available until additional capacity is developed through the expansion of the Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”) which is owned and managed by WSACC as well as manage future capacity. This policy will be reviewed periodically to ensure it is achieving the intended purpose.

II. Scope.

In November 2021 an Interlocal Wastewater Capacity Allocation Agreement (the “Allocation Agreement”) was executed by WSACC and all of its member jurisdictions. This agreement provides for a method of distributing all available WSACC wastewater treatment capacity to each member jurisdiction under an agreed-upon formula.

The scope of this policy is to provide for a fair and reasonable allocation of the City’s available wastewater capacity per the Allocation Agreement to meet the needs of both public and private land development interests. Because wastewater capacity is not an endless resource, it is highly unlikely that all applications for wastewater allocation will be approved. Additionally, those that are approved will be subject to certain conditions, some of which may include adherence to a multi-year phasing plan.

A significant factor influencing the development of this policy is that the collective demand from private sector development requests (formal and informal) exceeds the current and planned capacity of the RRRWWTP. Accordingly this is a “point in time” policy in that it allocates a finite amount of sewer treatment capacity to specific projects over the course of approximately seven to ten years. The capacity is projected to be available in four phases:

- A. Phase I. Existing capacity between now and the first expansion of the RRRWWTP expected by mid-2024.
- B. Phase II. Capacity at the time of the first expansion of the RRRWWTP in 2024 to the time of the second expansion of the RRRWWTP expected by early-2027.
- C. Phase III. Capacity at the time of the second expansion of the RRRWWTP in 2027 to a point in time where there is no remaining unallocated capacity *or* when an expected third expansion of the RRRWWTP is completed. The third expansion timeframe has not been determined at the time of this policy adoption. This expansion is expected to occur between 2027 and 2030 depending on an acceleration of permitting, funding commitments and the ability to layer this expansion on the second expansion from a timing and engineering standpoint.
- D. Phase IV. Capacity at the time of the Phase III expansion to a to-be-determined future time dependent upon the size of this expansion.

III. Policy Applicability.

- A. All development within the City which requires development approval in accordance with the Kannapolis Development Ordinance will be required to make a request for a wastewater treatment capacity allocation permit (“Allocation Permit”). Any existing development approval - with or without an Allocation Permit - that is modified or expanded in any way shall be considered a new allocation and will require a new Allocation Permit. More specifically, any increase in sewer collection/treatment impacts, including discharge limits and volume allocation will require a new Allocation Permit which may be subject to a fully executed Development Agreement.

In general, parcels of land with an existing wastewater service connection at the time of the adoption of this policy is considered to have an existing wastewater treatment capacity allocation based on current land and/or building use. A parcel of land with no wastewater service connection at the time of the adoption of this policy is considered to not have an existing wastewater treatment capacity allocation.

Approval of a new or modified Allocation Permit will be at the sole and absolute discretion of the City and shall be in accordance with this policy.

- B. Notwithstanding the provisions of Section III.A, the following types of developments are exempt from the requirements of this policy:
 - 1. A single- or two-family home on one existing, recorded lot at the time of the adoption of this policy.

2. Exemption Plats consisting of less than two (2) acres subdivided into no more than three (3) lots.
3. New or expanded accessory building.
4. New additions or interior renovations to existing residential buildings.
5. Property serviced by a septic system which will not be connected to the City's wastewater system.

IV. General Policy.

The City seeks to grant wastewater allocations in a way that supports economic growth, economic diversity, strengthening of the tax base, creation of jobs, promotion of high-quality development and maximization of existing infrastructure and service delivery capacity. To provide a foundation for this policy, the Kannapolis City Council hereby adopts the following broad development priorities and determines that they are in the best interests of the City, its citizens and stakeholders.

This policy provides that all development projects seeking an Allocation Permit fall into one of four (4) categories as described below. The priorities are rank ordered (first being most important).

- A. Priority 1: Projects with prior City Commitments. Due to the commitment by the City of significant financial resources and/or contractual obligations, the following development projects shall be issued an Allocation Permit which will support the project commencement and completion. These projects may be subject to a phasing plan as depicted in Exhibit A which is attached hereto and incorporated herein by reference. This is a "point in time" priority that will no longer be applicable after this policy is adopted. The Allocation Permits issued for these projects may be subject to a new or amended Development Agreement at the sole discretion of the City.

Project	Development and/or Purchase Agreement	City Financial Commitments
Kannapolis Crossing	Yes	Off-Site Water and Sewer
Lakeshore Corporate Park (old baseball stadium)	Yes	Street Improvements
Downtown Block 4A	Yes	Downtown Infrastructure
Downtown Block 4B	Yes	Downtown Infrastructure
Downtown Block 5	Yes	Downtown infrastructure
Downtown Block 6	No	Downtown Infrastructure
Gateway Business Park (7-acre tract)	Yes	Construction of Business Park
Gateway Business Park (1.6-acre tract)	Yes	Construction of Business Park

- B. Priority 2: Strategic Reserve. This priority consists of a strategic reserve of wastewater treatment capacity to support future projects or development sites that support the general policy statement at the beginning of this Section IV. These projects fall into a wide range of the development process from conceptual to preliminary plat or preliminary site plan submittal. In some cases no specific project will have been identified and only a high-level development carrying capacity estimate (density and design) for a particular site will be used. This estimate will be prepared by the City. Further, a reserve amount for a general land development category

(and not a specific site) may be set aside. The decision to set aside capacity for these projects, future sites and development categories will be at the sole discretion of the City and will be delineated on Exhibit A. Exhibit A will be revised over time as described in Section V.C. Generally these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:

1. **Recent City investments.** These are projects or project sites served by water, sewer, stormwater, street, buildings or other such public investments currently secured by current City debt obligations.
2. **Downtown development.** These are projects or project sites: 1) located in the Municipal Service District; and 2) owned by the City of Kannapolis or Castle & Cooke (or its affiliated companies or its successors in title).
3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base, create jobs and require limited public resources.
4. **Improved City services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing City services or infrastructure through private financial participation. Examples may be partnerships on water or sewer extensions that improve fire protection or water pressures or dedication of land for a public park. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
5. **Infill Development.** These are relatively small residential or non-residential projects that generally are in locations with existing access to water and sewer services. These projects are important to support a diverse housing and commercial development stock in the City. No City investment is necessary for development success. For single family residential projects they are only part of minor subdivisions or major subdivisions up to 20 total lots. Generally, allocation for these project types will be in the form of a set-aside amount of reserve capacity allocated every six (6) months. Accordingly, there may be more demand than capacity set aside for infill development.

Every six (6) months, if the decision is made to allocate a capacity set-aside for infill Development, a call for infill projects will be promoted. Upon the close of the call period, the City's Planning Department shall be responsible for evaluating and ranking the projects using substantially the same process described in Section V for all other projects.

6. **Affordable Housing.** These are a diverse range of projects that can be owner occupied or rental products intended to provide housing to low- to moderate-income families and individuals. They can include large and mid-sized multi-family projects, tiny home/pocket development projects or traditional single family attached and detached projects. Partnerships among private developers, City, county, State or non-profit agencies will be common. Generally, support for these project types will be in the form of a set-aside amount of reserve capacity allocated every six (6) months. Accordingly, there may be more demand

than capacity set-aside for affordable housing development. Every six (6) months, if the decision is made to allocate a capacity set-aside for affordable housing, a call for projects will be promoted. The City's Community Improvement Commission shall be charged with setting evaluation criteria and making a recommendation to City Council on which projects should be granted Allocation Permits. City Council's decision on these Permits shall be final.

- C. Priority 3: Previously Approved Projects. Due to existing substantial financial and operational commitments of private sector development entities based on good faith preliminary plat or preliminary site plan approvals by the City at the time this policy is adopted, these projects will be considered for allocation of necessary sewer treatment capacity to support the project commencement and completion. Projects with preliminary plat or preliminary site plan approval must adhere to the application procedures described in Section V of this policy. If, at any time there exists greater sewer treatment demand than there is available sewer treatment capacity, the ranking procedures in Section V shall determine how the available capacity is allocated. These projects may also be subject to a phasing plan as described in Exhibit A. This is a "point in time" priority that will no longer be applicable after this policy is adopted.
- D. Priority 4: Waiting List Projects. These are projects that are not included in Section IV, subsections A, B or C above. The projects in this priority category become part of a waiting list and they are delineated as such on Exhibit A. Initially, upon adoption of this policy these are all projects that have an approved preliminary plat or preliminary site plan but do not score high enough on the scoring matrix to secure an Allocation Permit through Phase III (2027) as described in Section IV.C and Section V. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this policy, then projects on the waiting list will become eligible for requesting an Allocation Permit. Prior to considering approval of an Allocation Permit for a project on the waiting list, the City Planning Department shall review the project plan and re-affirm and/or update the scoring matrix results based on any changes that may have been made to the project. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the City Manager. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

V. Procedure.

- A. The owner or developer of any project requiring an Allocation Permit from the City shall submit a written application via a form provided by City staff, for an allocation reservation. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the City. In the case of industrial flows, additional information associated with the constituents shall be required and may be subject to other ordinances or policies of the City and WSACC.

All Allocation Permit applications shall also include a completed residential or non-residential scoring matrix attached

hereto as Exhibit B and Exhibit C. Proposed projects can gain bonus points for positive community impacts by the applicant offering to commit to items listed on the matrix as part of a development proposal. The matrix also includes a subtraction of points for negative community impacts. It shall be the responsibility of the applicant to provide evidence of all points claimed in the matrix. This evidence can be included as part of the project's preliminary site plan or preliminary plat submittal or with supplemental information. The City's Planning Department will review the submitted matrix. The Planning Director shall have the final authority to approve, approve with modifications or reject the matrix.

The scoring matrix shall be the primary factor in ranking projects described in Section IV.C and IV.D although in some circumstances, sewer demand impacts, project phasing and project commencement timing may play a role in the decision-making process. Two or more scoring matrices with the same score shall be ranked first by the date in which a preliminary plat or preliminary site plan is approved by the City and second in order of the Allocation Permit application submittal dates. Scoring matrix ties are the only situation where the time and date of any permit application or plan/plat approval shall apply to an Allocation Permit decision.

Applications for Allocation Permits may be submitted to the City's Planning Department at any time however specific deadlines for consideration of the applications and corresponding review schedules will be established by the Planning Department. All applications submitted after the adoption of this policy shall automatically be placed on the waiting list described in Section IV.D.

- B. Projects described in Section IV.A and IV.B are exempt from submitting a written application for wastewater treatment capacity allocation, but an Allocation Permit and in some cases a corresponding fully executed Development Agreement shall be issued by the City prior to construction commencing. Notwithstanding the above, infill projects shall be required to submit a written application in that there may be more projects than available capacity as described in Section IV.B.5.
- C. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the City from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Permit. At this time the City will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects described in Section IV.B and to those competing projects described in Section IV.D based on the scoring matrix. There is no guarantee of any project receiving an Allocation Permit.

The assignment of any additional sewer treatment capacity allocation will only occur once every six (6) months except in extraordinary circumstances as approved by the City Manager. Prior to the issuance of Allocation Permits City Council will approve a revised Exhibit A after receiving updated capacity reports from WSACC (expected by the end of January and July of each year).

- D. Due to weather related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The City will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment

or guarantee on the amount of capacity available for allocation.

- E. Allocation Permits issued by the City will reserve the approved wastewater treatment plant capacity and permit the completion by the applicant of construction drawings. The Allocation Permit issued by the City will be followed by the corresponding final allocation approval by WSACC following the final approval of construction drawings by the City.
- F. Some projects, because of their large size, non-traditional nature, multi-phase nature, complexity, or location require a long-term commitment of public and private resources and annual monitoring to achieve success. The Allocation Permits issued for these projects may be subject to a new or amended Development Agreement at the sole discretion of the City
- G. Allocation Permits are not transferrable except upon written consent of the City.

VI. General Conditions

- A. This policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the City.
- B. Due to the limited wastewater treatment capacity, it is the intention of this policy to prohibit “capacity banking” where valuable wastewater treatment capacity is allocated but not used by a development project within a reasonable timeframe. More specifically, the following allocation execution timeframes shall apply to the priority categories described in Section IV A-D above.
 - 1. Projects listed in Section IV.A must proceed diligently to secure preliminary site plan or preliminary plat approval within one (1) year of the adoption of this policy. Further, these projects must submit final construction drawings to the City within 180 days of securing approval of the preliminary plat or preliminary site plan *and* must commence with off-site and/or on-site water and sewer line installation or installation of water and sewer connections within 180 days of securing final construction drawing approval. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 180 days of construction drawing approval.
 - 2. Projects granted strategic reserve allocations described in Section IV.B must secure preliminary site plan or preliminary plat approval within 120 days of the written notice of the intent of the City to approve such allocations. Further, these projects must submit final construction drawing approval to the City within 180 days of securing approval of the preliminary plat or preliminary site plan *and* must commence with off-site and/or on-site water and sewer line installation or installation of water and sewer connections within 180 days of securing final construction drawing approval. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 180 days of construction drawing approval. Notwithstanding the previous sentence, residential infill projects where no new infrastructure is necessary (as described in Section IV.B.5) or those that have a valid preliminary plan or plat approval prior to February 14, 2022, must secure construction permits and complete building foundations for a minimum of two (2) dwelling units within the first 180 days of receipt of a Sewer Allocation Permit

(or the associated Development Agreement if required) and must complete two (2) additional building foundations in each successive 180-day period thereafter.

3. Projects with previous preliminary plat or preliminary site plan approval in accordance with Section IV.C which are granted sewer treatment allocation must submit construction drawings to the City within 180 days of the approval of an Allocation Permit (or the associated Development Agreement if required). Further, these projects must commence with off-site and/or on-site water and sewer line installation within 180 days of construction drawing approval. In cases where no utility extensions are necessary, construction permits must be obtained and building foundations constructed within 180 days of construction drawing approval.
4. Projects on the waiting list described in Section IV.D that are ultimately granted an Allocation Permit shall comply with allocation execution timeframes describes in Section VI.B.3 above. A Development Agreement may be required for these projects.

For large, multi-phase projects, an approved phasing plan will include specific timing of construction drawing submittals that will generally adhere to the principles in this subsection VI.B; however the first phase must comply with the timeframes of this subsection. Notwithstanding the above, if contractual obligations between a developer and the City provide a different schedule for securing these approvals the contractual obligations shall become the requirement.

Upon request by the project applicant and at the discretion of the City Manager or designee, an allocation execution timeframe may be extended one time for no more than a ninety (90) day period. Such requests must provide documentation of extenuating circumstances causing the need for the extension.

An Allocation Permit will expire if a project has not progressed in accordance with the timeframes described in Sections VI.B above and any approved extensions and more specifically in accordance with the associated Development Agreement if such an agreement is required. Projects with an expired Allocation Permit will be required to submit a new application. These projects will be placed on the waiting list described in Section IV.D with its ranking based on the new application and scoring matrix results.

- C. Some projects will be required to be phased and such phasing plans will be depicted on Exhibit A. The final decisions on project phasing will be at the sole discretion of the City Manager or designee due to the phased nature of sewer treatment capacity increases and the intent to provide a fair and equitable allocation of capacity to as many development projects as possible. Phasing plans will be included in the Development Agreement associated with the Allocation Permit should such an agreement be required.
- D. If a project is unsuccessful in obtaining any required Federal, State, or local government permit or approval the allocation shall be retracted. The City shall bear no liability for any costs incurred by the applicant, or any further responsibility in the matter.
- E. Granting of a wastewater treatment capacity allocation does not imply or confer approval of

any other applications or reviews as may be required by City Ordinance or policy and does not imply or create any vested right.

- F. This policy shall be reviewed annually and, when appropriate, modified by City Council. The City's overall progress on policy goals will be considered and the criteria and/or point thresholds in the scoring matrix (Exhibit B) may be adjusted accordingly. Exhibit B is attached hereto and incorporated herein by reference.

VII. Appeals Process

Any issue relating to a scoring matrix decision assigned to any project may be appealed to the Scoring Matrix Review Committee ("Committee") which is appointed by the City Manager. A final decision shall be rendered by the Committee within ten (10) business days. Such decision may be appealed to the City Manager who shall render a final decision within ten (10) business days. Notice for any appeal shall be delivered to the City Clerk for scheduling within five (5) business days following notice of the final decision by written notice or e-mail from the Planning Director or the Committee. City Council approval of Exhibit A as described in Section V.C shall not be adopted until any and all appeals then existing have been completed.

VIII. Term.

This Policy shall be effective on and after December 13, 2021. In accordance with the Allocation Agreement this policy shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of the Allocation Agreement by WSACC.



Exhibit B

**WASTEWATER TREATMENT CAPACITY
RESIDENTIAL ALLOCATION SCORING MATRIX**

Development Type¹

TOTAL POINTS:

(Choose 1 from this table)

	Development Type Category	Points	Calc.	Notes
1	Residential Subdivision - Single Family Detached (SFD)	15		Major or minor subdivisions.
2	Residential Subdivision - Single Family Attached (SFA)	20		Townhomes and condominiums adhering to construction standards facilitating the sale of individual dwelling units.
3	Residential – Multi-Family/Apartments (MF)	10		LEFT BLANK
5	Downtown Redevelopment (DTN)	45		Projects on properties located within the Municipal Service District owned by the City of Kannapolis or Castle and Cooke, Inc. – and affiliate companies - within the past 60 months (including successor owners).



Exhibit B

WASTEWATER TREATMENT CAPACITY RESIDENTIAL ALLOCATION SCORING MATRIX

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
1	Cultural Arts/Entertainment/Sports/Recreation for public use	GOV, COM, OFF, HTL, DNT	+1 to 3		Can be residential or non-residential projects. 1 pt. per, max 3 pts (undeveloped open space = 0 pts). Cannot be double counted with Category #5.
2	Expansion of an existing residential subdivision	SFD	+2		Requires direct connection of streets, sidewalks and utility systems.
3	Re-development of an existing non-residential property (removal of underutilized building) ³	GOV, COM, OFF, IND, DST, HTL, DNT	+2		Must include the removal of an existing underutilized or one or more substandard structures/buildings. Improvement must meet all minimum City development standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-redevelopment tax value.
4	Residential (all types) – active amenities included	SFD, SFA, MF	+1 to 3		Examples include pool, clubhouse, sports courts, large fire pits, community gardens, outdoor grill areas, dog parks, etc. - 1 pt. per, max 3 pts (undeveloped open space = 0 pts). Cannot be double counted with Category #1.
5	Residential (single-family detached) – Large vehicle garages provided	SFD	+1		75% of lots/homes include 24' wide x 24' deep garages or larger.
6	Residential (all types) - Overflow Parking provided	SFD, SFA, MF	+1		Minimum one additional space per 4 dwelling units. Subject to Planning Department approval.
7	Residential (single-family attached and multifamily) – Garages	SFA, MF	+1		50% of the homes include garages (half of which are attached to the unit).



Exhibit B

WASTEWATER TREATMENT CAPACITY RESIDENTIAL ALLOCATION SCORING MATRIX

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
8	Residential (single-family detached) - Garages	SFD	+1		100% of homes include attached garages.
9	Masonry elements included in building construction	ALL	+2		Must be minimum of 50% of facades up to 100%
10	Residential (single-family attached) side- or rear-load Garages	SFA	+1		Minimum 50% of homes.
11	Residential (single-family detached) carriage houses	SFD	+2		25% of lots will include separate accessory dwelling units (carriage houses).
12	Enhanced Usable Green/Open Space	ALL	+2		15% increase from the KDO (or successor ordinances) in required usable open/green space. May not be the same geographic area as Category #17.
13	Enhanced Landscaping	ALL	+2		15% increase from the KDO (or successor ordinances) in required landscaping. May not be the same geographic area as Category #16.
14	Tree Preservation	ALL	+5		Planning Department approval of a tree preservation plan that results in maintaining a minimum 30% of the pre-development tree canopy coverage of the entire site at the time of project completion. Applicant will provide an estimated tree coverage percentage of the site prior to construction, using updated aerial photography or other suitable techniques.
15	Trail or sidewalk connection to existing or planned public greenway, park other public spaces	ALL	+2		Including associated public easements or dedication of land and construction of the actual connection.



Exhibit B

**WASTEWATER TREATMENT CAPACITY
RESIDENTIAL ALLOCATION SCORING MATRIX**

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
16	Connection to Recently Extended Utilities	ALL	+2		Project will connect to water and/or sewer lines upon which the City currently maintains some level of public debt.
17	City Services or Facilities Improved	ALL	+1 to 4		Project results in improvement to an existing City service above and beyond the benefit to the project (e.g., new park land, dedicated active open space, greenway construction). City must approve and accept any land/facility dedications.
18	City Infrastructure Improved	ALL	+1 to 4		Project results in and improvement to an existing City infrastructure above and beyond the benefit to the project (e.g., sewer line installation resulting in removal of existing pump station(s), looped water lines resulting in improved fire protection, better water quality or water pressure; traffic improvements beyond those required by a Traffic Impact Statement, expanded stormwater detention beyond minimum requirements).
19	Located in Targeted Growth Area	ALL	+2		Per 2030 Comprehensive Plan.
20	Project is located on an existing Rider bus route	ALL	+2		Project property line within 1000 feet of bus route right-of way.
21	Variance required	ALL	-3		LEFT BLANK
22	Amendment to the 2030 Comprehensive Plan required	ALL	-3		LEFT BLANK
23	Pump Station Improvements required ¹	ALL	-2		Subject to City policy and standards. Projects that fund these improvements will not be subject to the deduction of points and may be eligible for additional points for City infrastructure improvements.

24	New Pump Station(s) Required ¹	ALL	-5		Subject to City policy and standards.
¹ The City Manager or designee may waive or reduce these deductions if the improvements are consistent with future utility service plans, replace/offline an aging station, or are in the best interest of the City. ² Pre-construction estimates must be provided by licensed contractor or architect. Investment numbers may only include hard costs (e.g., no land values or design/permitting costs).					



Exhibit C
WASTEWATER TREATMENT
CAPACITY ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

Development Type¹ (Choose 1 from this table) TOTAL POINTS:				
	Development Type Category	Points	Calc.	Notes
1	Government/Education/Public Safety (GOV)	50		Public sector projects only.
2	General Commercial (COM)	25		Includes retail, restaurants, bars, breweries, and similar uses.
3	Office (OFF)	15		Includes general office and similar uses.
4	Medical (MED)	35		
5	Distribution/Warehouse (DST)	30		50% or more of the use is for storage and distribution of goods.
6	Hotel (HTL)	25(+5)		Additional points for amenities (indoor pool, restaurant, location, etc.)
7	Grocery	30 (+5)		Additional points for location in food desert (+5)
8	Childcare Facility	20		
9	Industrial/Manufacturing (IND)	40		50% or more of the use is for manufacturing of goods.
10	Mixed-Use Projects (MIX)	TBD		Points determined by weighted average of all development categories based on the acreage or square footage planned for each category. Example: a 10-acre project with 3 acres devoted to a hotel (30%), 5 acres devoted to multi-family (50%) and 2 acres devoted to a retail component (20%) would result in a development type point calculation of 18 or $(25 \times 30\%) + (10 \times 50\%) + (25 \times 20\%)$. All fraction numbers will be rounded up to the next whole number.
11	Downtown Redevelopment (DTN)	45		Projects on properties located within the Municipal Service District owned by the City of Kannapolis or Castle and Cooke, Inc. – and affiliate companies - within the past 60 months (including successor owners).

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



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

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

	Community Impact Category	Type	Points	Calc.	Notes
1	Cultural Arts/Entertainment/Sports/Recreation for public use	GOV, COM, OFF, HTL, DNT	+1 to 3		Can be residential or non-residential projects. 1 pt. per, max 3pts (undeveloped open space = 0 pts). Cannot be double counted with Category #5.
2	Renovation and adaptive re-use of an existing non-residential building ³	GOV, COM, OFF, IND, DST, HTL, DTN	+2		Improvement must meet minimum City standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-existing tax value.
3	Re-development of an existing non-residential property (removal of underutilized building) ³	GOV, COM, OFF, IND, DST, HTL, DNT	+2		Must include the removal of an existing underutilized or one or more substandard structures/buildings. Improvement must meet all minimum City development standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-redevelopment tax value.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

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

	Community Impact Category	Type	Points	Calc.	Notes
4	Masonry elements included in building construction	ALL	+5 to +10		Must be minimum of 50% of facades up to 100%
5	Projected taxable value per acre exceeding \$1.5 million up to \$3 million ³	ALL	+2		
6	Projected taxable value per acre exceeding \$3 million up to \$10 million ³	ALL	+4		
7	Projected taxable value per acre exceeding \$10 million ³	ALL	+6		
8	Enhanced Usable Green/Open Space	ALL	+2		15% increase from the KDO (or successor ordinances) in required usable open/green space. May not be the same geographic area as Category #17.
9	Enhanced Landscaping	ALL	+2		15% increase from the KDO (or successor ordinances) in required landscaping. May not be the same geographic area as Category #16.
10	Tree Preservation	ALL	+5		Planning Department approval of a tree preservation plan that results in maintaining a minimum 30% of the pre-development tree canopy coverage of the entire site at the time of project completion. Applicant will provide an estimated tree coverage percentage of the site prior to construction, using updated aerial photography or other suitable techniques.
11	Trail or sidewalk connection to existing or planned public greenway, park other public spaces	ALL	+2		Including associated public easements or dedication of land and construction of the actual connection.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

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

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



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION
NON-RESIDENTIAL SCORING MATRIX

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

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

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

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