



**CITY COUNCIL
BUSINESS MEETING AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS NC
OCTOBER 23, 2023 6:00 PM**

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

RECOGNITIONS

- A. Introduction of new Assistant Planning Director Elizabeth McCarty (Richard Smith, Planning Director)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

- A. Breast Cancer Awareness Month (Darrell Hinnant, Mayor)
- B. First Responders Appreciation (Darrell Hinnant, Mayor)
- C. Veterans Day (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **RESOLUTION** - Authorizing Deputy Finance Director to Execute Pre-Audit Certificates (Brian Roberts, Finance Director)
- B. **MOTION** - To table Indefinitely the Resolution Stating The Intent of the City of Kannapolis to Schedule a Public Hearing on the Assessment of Cost Share Amounts of Opal Street Improvements and Acceptance to the City of Kannapolis Maintenance Schedule. (Michael Rattler, Director of Transportation & Environmental Services)
- C. **CITY FACILITIES USE POLICY** - Approve revisions and Fee Schedule (Becky Tolle, Recreation Superintendent, Annette Privette Keller, Director of Communications)
- D. 09-11-2023 Work Session Minutes (Bridgette Bell, City Clerk)
- E. 09-11-2023 Closed Session Minutes (Bridgette Bell, City Clerk)
- F. 09-25-2023 Business Meeting Minutes (Bridgette Bell, City Clerk)

G. 09-25-2023 Closed Session Minutes (Bridgette Bell, City Clerk)

BUSINESS AGENDA

- A. **PUBLIC HEARING** - Comprehensive Plan Amendment - CPA-2023-05 - Amend Move Kannapolis Forward 2030 Comprehensive Plan (2030 Plan) "Future Land Use Map and Character Area" designation of the properties located between E 29th Street and E 22nd "Urban Corridor" designation to the "Urban Residential" designation (Richard Smith, Planning Director)
- B. **PUBLIC HEARING** - Voluntary Annexation - A-2023-06 - Voluntary annexation of approximately 9.7 +/- acres of non-contiguous property located at 9600 Davidson Highway and consider a motion to extend the Corporate Limits of the City of Kannapolis. (Richard Smith, Planning Director)
- C. **PUBLIC HEARING** - Text Amendment TA-2023-04 Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO) (Richard Smith, Planning Director)
- D. **PUBLIC HEARING** - Text Amendment TA-2023-03 to Amend Article 4, Section 4.3.D(21)a.: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO) (Richard Smith, Planning Director)
- E. **PUBLIC HEARING** - Conduct a Public Hearing relating to the gratuitous conveyance of real and personal property located at 623 Wilson Street (Lots 7, 8 and 9 of Allison Park) to receive public comments relating to the conveyance pursuant to NCGS 160A-279. (Gary Mills, Parks & Recreation Director)
- F. **BUDGET ORDINANCE AMENDMENT #24-19** - Appropriating Cash Reserves to fund Parklets on Main Street. (Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City Manager)
- G. **RESOLUTION** - Authorizing the City Manager to execute the Swanee Theatre Reimbursement Agreement and Independent Contractor Agreement. (Mike Legg, City Manager, Walter Safrit, City Attorney)
- H. **BUDGET ORDINANCE AMENDMENT** - #24-22 Swanee Theatre Renovations Reimbursement Agreement (Kristin Jones, Assistant to the City Manager, Mike Legg, City Manager)
- I. **BUDGET ORDINANCE AMENDMENT #24-16** Swanee Operations (Kristin Jones, Assistant to the City Manager, Gary Mills, Parks & Recreation Director)
- J. **AGREEMENT AND BUDGET AMENDMENT** - Authorize the City Manager to execute the Building Integrated Communities Agreement between the City, UNC and the Camino Community Development Corporation and approve Budget Amendment #24-18 appropriating related grant funding. (Mike Legg, City Manager, Irene Sacks, Director of Economic & Community Development, Kristin Jones, Assistant to the City Manager)

K. **APPOINTMENT** - Appoint a Kannapolis Representative to the Rowan-Kannapolis ABC Board (Mike Legg, City Manager)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

MOTION TO ADJOURN

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 Heather James, Human Resource Director at 704-920-4233 or email hjames@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
October 23, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: Introduction of new Assistant Planning Director Elizabeth McCarty

Action Requested by City Council

None. Presentation only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

The City has recently hired a new Assistant Planning Director, Elizabeth McCarty. Planning Director Richard Smith will make a brief introduction of Elizabeth to City Council.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

None. Presentation only.

Attachments

1. E McCarty

Staunton, VA 24401
(540) 688-6477
elmccarty121@gmail.com
June 17, 2023

Tina Cline
Director of Human Resources
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Dear Ms. Cline,

Please find attached my application and resume for the Assistant Planning Director position. I currently serve as the Deputy Director for the Central Shenandoah Planning District Commission (CSPDC), a regional planning agency in Virginia's Shenandoah Valley. Prior to the CSPDC, I worked as a community planner in high growth areas of Pennsylvania. I was employed by Montgomery County, adjacent to Philadelphia, and later Cranberry Township, just north of Pittsburgh.

I have a solid mix of experience in land use planning, economic development, project development and management, grant writing and administration along with staff leadership and oversight. My work with both Montgomery County and Cranberry Township centered on local land use planning. I reviewed site plans, wrote ordinances, and advised planning commissions. Additionally, I undertook special plans including an open space plan, sidewalk plan, blight certification study as part of a redevelopment process, and a regional comprehensive plan involving six municipalities.

At the CSPDC, I lead the economic and community development team and have held a supervisory role for over 10 years. I advance regional initiatives, from concept to implementation, which support the efforts of the CSPDC's five counties, five cities, and eleven towns. My work has encompassed strategic and comprehensive plans, gateway studies, economic impact studies, pandemic recovery and resiliency efforts, infrastructure projects, and downtown revitalization projects. As Deputy Director, I am well-informed about all of the agency's programs including transportation, transit, community development, housing, broadband, emergency preparedness, and GIS services. Furthermore, I perform staff evaluations and provide input into the hiring process, staff assignments, and the annual budget.

I have been effective in launching and expanding several projects and programs, many funded through grants. My success comes from my ability to complete projects – to get things done. I develop work programs that are result-oriented, and I follow through with quality reports and budget management. It also helps that I have strong professional relationships with staff of state and federal agencies as well as those with local government staff.

I have been a part of many rewarding projects during my time at the CSPDC, but I am ready to return to local government. My planning experience has helped me in my present economic development role, and my understanding of economic development would certainly be an asset to your Assistant Planning Director position.

Best Regards,
Elizabeth L. McCarty, AICP

ELIZABETH L. MCCARTY, AICP

EDUCATION **M.A. in Geography | Syracuse University, Maxwell School**
 B.A. in Geography | Penn State

PROFESSIONAL **American Institute of Certified Planners (AICP)**
MEMBERSHIPS **American Planning Association (APA), Virginia Chapter**
 Virginia Economic Developers Association (VEDA)

CURRENT **CENTRAL SHENANDOAH PLANNING DISTRICT COMMISSION, STAUNTON, VA**
PROFESSIONAL **Deputy Director | January 2020-present**
EXPERIENCE

I was named Deputy Director to formalize the roles and responsibilities that I performed as Director of Planning. I lead the agency's economic and community development team and the entire office of sixteen staff when the Executive Director is not available. I advance regional initiatives, from concept to implementation, which benefit the CSPDC's five counties, five cities, and eleven towns. Recent noteworthy projects include guiding the agency's pandemic recovery efforts and assisting the Shenandoah Valley Regional Airport in leveraging federal and state grants to develop their Aviation Technology Park. I was instrumental in the award of a \$2 million Economic Development Administration grant for the construction of two corporate hangars, a GO Virginia grant for design and engineering of sewer and water infrastructure, and a \$1 million GO Virginia grant for utility construction.

Director of Planning | October 2016-December 2019

I became second in charge and act on behalf of the Executive Director in her absence. I participate in hiring, staff assignments, budgeting, and evaluations. I coordinate with staff to develop their projects and programs while I continue to oversee the CSPDC's economic development activities. Achievements included the GO Virginia Region 8 Economic Growth and Diversification Plan and a complete update of the CSPDC's Comprehensive Economic Development Strategy. In this managerial role, I have a pulse on everything within the agency including transportation, community development, housing, emergency preparedness, and GIS services.

Program Manager | July 2012-October 2016

This was a supervisory position. I directed a team of 3-4 planners through regular meetings and annual evaluations. I remained responsible for carrying out the agency's economic development work program as described under Economic Development Planner. Key accomplishments included growing an award-winning regional agritourism program, designing a strategic planning program for seven localities to build their local capacity and to identify and prioritize community goals, and completing a regional bicycle tourism economic impact study.

CURRENT
PROFESSIONAL
EXPERIENCE
continued

Economic Development Planner | September 2008-June 2012

Although I had the background of a land use planner, the CSPDC hired me as their Economic Development Planner because I am good with numbers. I administered grants awarded through the Economic Development Administration and the Appalachian Regional Commission. I analyzed and distributed demographic and economic data. I provided technical assistance to localities for comprehensive plans, planning studies, and grant applications. Highlights included completion of the Buena Vista Comprehensive Plan, three Blue Ridge Parkway gateway studies, and a \$1 million CDBG water project.

PREVIOUS
PROFESSIONAL
EXPERIENCE

CRANBERRY TOWNSHIP, BUTLER COUNTY, PA

Community Planner | July 2003-November 2004

I was the land use planner for this high-growth municipality north of Pittsburgh. I reviewed all proposed land developments and subdivisions. I wrote updates to the zoning and subdivision ordinances including stormwater basins, landscaping, and signs. I attended all Planning Commission meetings. Highlights included the drafting of a mixed-use commercial ordinance and the planning process for a 200-acre Traditional Neighborhood Development.

MONTGOMERY COUNTY PLANNING COMMISSION, NORRISTOWN, PA

Senior Planner | July 1999-August 2001

As a planner with Montgomery County, located adjacent to Philadelphia, I provided consulting services to localities as described under Community Planner. As a Senior Planner, I assisted localities with more demanding workloads as well as regional projects. I managed a regional comprehensive plan involving six municipalities. Additionally, I trained and supervised new planners and participated in the hiring process.

Community Planner | October 1997-July 1999

At any given time, I served as the planner to approximately four municipalities. Planning products varied by municipality. I wrote zoning and subdivision ordinances including residential and commercial districts. I prepared review letters of site plans, zoning map changes, and zoning and subdivision text amendments. I completed special plans including an open space plan, sidewalk plan, and a blight certification study as part of a redevelopment process. I attended Planning Commission meetings and public hearings to present development reviews and proposed ordinances as well as to provide general planning advice.

OSWEGO COUNTY PLANNING DEPARTMENT, OSWEGO, NY

Planning Technician | September 1995-October 1997

This was an entry-level position. My main duties were customer service, database management of county traffic counts and recreation trails, and digitizing agricultural districts and land cover. While there, the planning staff completed the county's first-ever comprehensive plan. I was responsible for the demographics and historic resources chapters.



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Darrell Hinnant, Mayor
Subject: Breast Cancer Awareness Month

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. Breast Cancer Awareness Oct 2023



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

NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, this Proclamation recognizes the courage of those who have fought, are fighting, or will fight cancer in their lifetime. It also honors those who have lost their lives to the disease. For these individuals, and for the loved ones who give them unending support through the most trying times, the City of Kannapolis recommits itself to raising breast cancer awareness in our community; and

WHEREAS, October is designated as National Breast Cancer Awareness Month and as we wear our pink ribbons on our lapels, offices and storefronts, we also support those courageously fighting breast cancer and honor the lives lost to this devastating disease; and

NOW, THEREFORE, I, MILTON D. HINNANT, Mayor of the City of Kannapolis, North Carolina, by the virtue of the authority vested in me as Mayor do hereby proclaim October 2023 as:

“BREAST CANCER AWARENESS MONTH”

in the City of Kannapolis and urge all citizens to wear pink ribbons in recognition of breast cancer awareness in our community as we work to support survivors, those now courageously battling breast cancer and in honor of women and men those who have lost their lives to the disease.



IN WITNESS WHEREOF, I have set my hand and caused the great seal of the City of Kannapolis to be affixed this the 23rd day of October 2023.

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Darrell Hinnant, Mayor
Subject: First Responders Appreciation

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. First Responders Appreciation 2023



***OFFICE OF THE MAYOR
Kannapolis, North Carolina
P R O C L A M A T I O N
“First Responder Appreciation”
November 2023***

WHEREAS, first responders are professionals, both career and volunteer, who dedicate their lives to public service and whose skills often make the difference between life and death; and

WHEREAS, first responders being the first line of defense for the public include paramedics, law enforcement, firefighters, public safety dispatchers, emergency medical services, search and rescue, hazmat, and other organizations in the public safety sector, who come together as first responders to aid the public during emergencies; and

WHEREAS, the City of Kannapolis’ Fire Department currently holds and maintains an ISO Rating of 1 and provides mutual aid to all areas of Rowan and Cabarrus County, including all municipalities. The Fire Department has also been deployed to several areas of the state including the mountains and the coast for different mutual aid requests, and

WHEREAS, the City of Kannapolis’ Police Department is an internationally accredited Police Department and maintains advanced accreditation through the Commission on Accreditation for Law Enforcement (CALEA), the highest level of law enforcement accreditation and insures professional excellence. It is the mission of the Police Department to serve all people within our jurisdiction with respect, fairness, and dignity.

NOW, THEREFORE, I MILTON D. HINNANT, Mayor of the City of Kannapolis, North Carolina by the virtue of the authority vested in me as Mayor, do hereby proclaim November as **“FIRST RESPONDER APPRECIATION MONTH”** in the City of Kannapolis and encourage our community to take time out of their day to show first responders and their families how much we value their service to our cities, counties, and state.

IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis be affixed this 23rd day of October 2023.

Milton D. Hinnant





Kannapolis City Council

City Council Agenda Staff Report

October 23, 2023

To: Mayor and City Council
From: Darrell Hinnant, Mayor
Subject: Veterans Day

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. Veterans Day 2023 Short Version



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

VETERANS DAY NOVEMBER 11, 2023

WHEREAS, the freedoms we enjoy as Americans have been purchased and maintained at a high price throughout our history; and

WHEREAS, since the establishment of the original 13 states, Americans have been willing to fight and die to preserve their individual rights as guaranteed in the United States Constitution and the Bill of Rights: and

WHEREAS, for many, that sacrifice had ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty established as an example for all the oppressed persons of the world; and

WHEREAS, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of people dedicated to the principles of freedom and democracy.

THEREFORE LET IT BE KNOWN, that the Kannapolis City Council recognizes and honors our veterans; and do hereby call upon the citizens of the City of Kannapolis to participate in services and to express gratitude to all veterans known to them; and to further extend this gratitude to the families of deceased veterans; and to solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom, and let us rededicate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain.



IN WITNESS WHEREOF I have set my
Hand and caused the Great Seal of the City
of Kannapolis to be affixed this 23rd day of
October 2023

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Brian Roberts, Finance Director
Subject: **RESOLUTION** - Authorizing Deputy Finance Director to Execute Pre-Audit Certificates

Action Requested by City Council

Motion to approve Resolution authorizing the Deputy Finance Director to execute Pre-Audit Certificates

Required Votes to Pass Required Action

Majority Present at Meeting

Background

As the City continues to improve process efficiencies, the Finance Director seeks to delegate approvals and pre-audit requirements to the Deputy Finance Director to serve as a back-up in instances of the Finance Director's absence. While this pre-audit authorization is limited in scope, it allows approval for financial transactions and other obligations that are within the City's financial policies. North Carolina G.S. 159-28 (a) authorizes the Governing Board to grant this pre-audit authority to the deputy finance officer.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve Resolution authorizing the Deputy Finance Director to execute Pre-Audit Certificates (Recommended).**
2. Do not approve Resolution
3. Defer action to a future meeting.

Attachments

1. Resolution - Pre-Audit Authority to Deputy Finance Director

**RESOLUTION AUTHORIZING DEPUTY FINANCE DIRECTOR
TO EXECUTE PRE-AUDIT CERTIFICATES**

WHEREAS, the City of Kannapolis desires that the Deputy Finance Director be designated to execute pre-audit certificates for financial transactions in the absence of the Finance Director; and

WHEREAS, North Carolina G.S. 159-28 (a) authorizes the Governing Board to grant this authority to a Deputy Finance Officer; and

WHEREAS, the Deputy Finance Director executes pre-audit certificates as necessary to conduct business in the City of Kannapolis financial matters in the absence of the Finance Director. The Deputy Finance Director must follow finance related processes/procedures in carrying out the pre-audit duties. The Deputy Finance Director will ensure that there is a budget appropriation, ensure that sufficient monies remain in the appropriation, and affix their signature to the pre-audit certificate. The Deputy Finance Director can be held legally liable for any amounts obligated or disbursed improperly.

NOW THEREFORE BE IT RESOLVED by the City of Kannapolis that the Deputy Finance Director is hereby authorized to execute pre-audit certificates for documents as limited above.

Adopted this 23rd day of October 2023.

Milton D. Hinnant
Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council

From: Michael Rattler, Director of Transportation & Environmental Services

Subject: **MOTION** - To table Indefinitely the Resolution Stating The Intent of the City of Kannapolis to Schedule a Public Hearing on the Assessment of Cost Share Amounts of Opal Street Improvements and Acceptance to the City of Kannapolis Maintenance Schedule.

Action Requested by City Council

Motion to Table Indefinitely the consideration of a Resolution Stating The Intent of the City of Kannapolis to Schedule a Public Hearing on the Assessment of Cost Share Amounts of Opal Street Improvements and Acceptance to the City of Kannapolis Maintenance Schedule.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

A petition was received by the Transportation Department requesting to have Opal St accepted into the City of Kannapolis' Street Maintenance Schedule. This matter was tabled to the October 23, 2023 City Council meeting. Upon further review of the petition, it has been determined that it is incomplete in that less than 51 percent of the linear frontage of property owners have signed the petition. Until this is resolved, the matter cannot progress under the current City policy. Staff will continue to work with the petitioners to determine if a complete petition is possible. Should that occur, the matter will be brought back to City Council for consideration.

NOTE: The original documents related to this matter are attached as information but are no longer relevant to the recommended action.

Fiscal Implications

Should the proper petition be completed, as a point of information, upgrades to bring Opal Street to an acceptable minimum standard are estimated at \$180,000.00. Improvements to the related water distribution system is estimated at \$230,000.00 Improvements would be tentatively scheduled for FY25.

Policy Issues

The City Of Kannapolis Street Acceptance Policy requires a Public Hearing prior to assessment and acceptance of a petitioned street. This will occur of a complete petition is received by the City.

Legal Issues

As a point of information, should a complete petition be submitted, the assessment process will occur on all properties that are connected to the right-of-way. Notice of said assessment of cost sharing amounts Public Hearing will be given by publication, mailing, and posting as required by law.

Recommendations and Alternate Courses of Action

1. **Motion to Table Indefinitely the consideration of a Resolution Stating The Intent of the City of Kannapolis to Schedule a Public Hearing on the Assessment of Cost Share Amounts of Opal Street Improvements and Acceptance to the City of Kannapolis Maintenance Schedule (Recommend)**

Attachments

1. Opal St Petition for Street Acceptance for Opal St 2023
2. Opal PVA Powell Bill Map
3. Opal St. Cab GIS Lot Dimensions
4. Opal Street Kannapolis Estimate for Upgrade and Acceptance August 2023
5. Opal Street Summary of Assessment Amounts per Linear Footage of Property 2023
6. Resolution For Public Hearing for Acceptance and Assessment of Cost Sharing of Opal Street Improvements



Petition For Street Improvements

We the undersigned, being the property owner have an interest in the streets described below and as shown on a plat recorded in the office to Register of Deeds of Cabarrus County in Map Book 58, Page 40, do hereby request that the City Of Kannapolis accept said street(s) for public maintenance. We hereby agree to dedicate to the City of Kannapolis a permanent rights-of-way as standards require for installation and maintenance of streets and other public utilities. Further we agree with the special assessment for cost sharing amounts for the acceptance and upgrades to minimum street standards are part of this process. The assessment amount for each owner will be assigned as percentages of the total cost in relation to the owner's linear foot adjacent to the rights-of-way of each parcel.

Street Description:

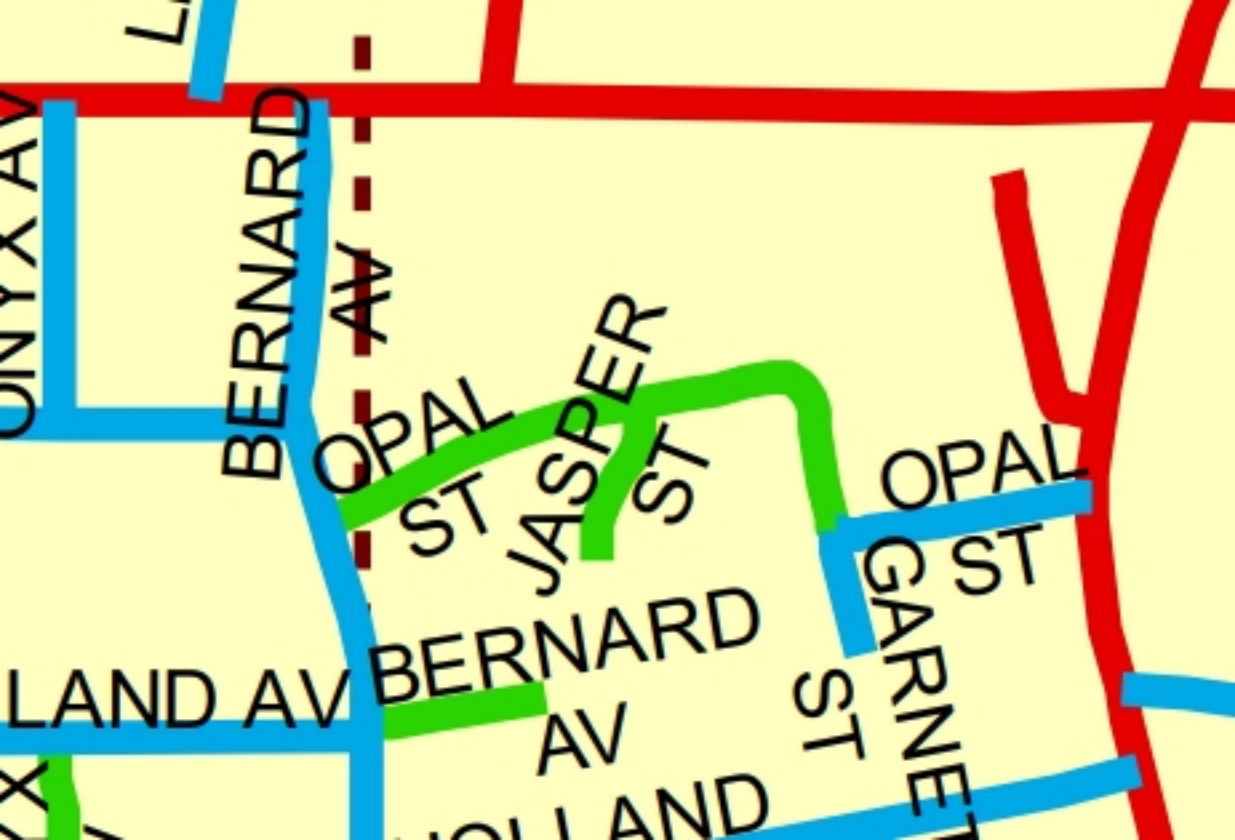
Opal Street between Garnet St and Bernard Ave

Petitioners:

Name	Address	Signature	Date
Antonio D. Johnson	2474 Dale Eberhardt Blvd		3-3-2023
Simon B. Rose	201 Park St CHINA GROVE, NC		3-4-2023
BERNARD M. RANDOLPH JR	"		3-15-23
C. Donnell Dixon	170 Austin Blun		3-16-23
Alicia J. Broadway	509 S. Little Texas Pl, Kannapolis, NC		3-22-23
EDISON McCREA	5700 MONTICELLO DR CONCORD NC		3/22/23

City of Kannapolis

401 Laureate Way, Kannapolis NC 28081



BERNARD

OPAL ST

JASPER ST

OPAL ST

GARNETT ST

LAND AV

BERNARD AV

LAND

[illegible]

OPAL STREET IMPROVEMENTS (PRIVATE SECTION FROM GARNETT STREET TO BERNARD AVE)					AUGUST 2023
PROJECT LENGTH		790 LF			
PROPOSED WIDTH		18 FT			
EXISTING SURFACE		MIX OF ASPHALT/GRAVEL			
PROJECT SCOPE: PATCH EXISTING ROADWAY, OVERLAY WITH LEVELING COURSE AND THEN 1.5" S9.5B					
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
1	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00
2	GRADING-MINIMAL DITCH WORK AND SHOULDERS	1	LS	\$ 25,000.00	\$ 25,000.00
3	GEOTEXTILE FOR SOIL STABILIZATION	100	SY	\$ 3.15	\$ 315.00
4	UNDERCURT EXCAVATION	100	CY	\$ 73.50	\$ 7,350.00
5	DRIVEWAY TIE-INS	1	LS	\$ 10,500.00	\$ 10,500.00
6	PAVEMENT REPAIR	100	TN	\$ 262.50	\$ 26,250.00
7	LEVELING COURSE	100	TN	\$ 157.50	\$ 15,750.00
8	1.5" S9.5B SURFACE COURSE	150	TN	\$ 157.50	\$ 23,625.00
9	ADJUST VALVE/MANHOLES	6	EA	\$ 472.50	\$ 2,835.00
10	DRAINAGE ALLOWANCE	1	LS	\$ 20,000.00	\$ 20,000.00
11	INCIDENTAL MILLING (0-1.5")	160	SY	\$ 10.50	\$ 1,680.00
				SUBTOTAL	\$ 143,305.00
				10% CONTINGENCY	\$ 14,330.50
				TOTAL	\$ 157,635.50
				CONSTRUCTION ESTIMATE	\$160,000.00
				CONSTRUCTION ADMINISTRATION 10%	\$16,000.00
				TOTAL PROJECT	\$176,000.00
BUDGET ESTIMATE NOT BASED ON DESIGN				ESTIMATE	\$180,000.00

OPAL STREET IMPROVEMENTS (PRIVATE SECTION FROM GARNETT STREET TO BERNARD AVE)					AUGUST 2023
AND PUBLIC SECTION FROM GARNETT TO CONCORD LAKE ROAD					
INCLUDES OVERLAY OF PUBLIC SECTION					
TOTAL LENGTH 1,050 LF					
WATERLINE REPLACEMENT					
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
1	6" PVC WATER MAIN	1050	LF	\$ 65.45	\$ 68,724.72
2	RECONNECT METER	8	EA	\$ 1,605.41	\$ 12,843.25
3	FIRE HYDRANT ASSMBLY	2	EA	\$ 6,721.63	\$ 13,443.27
4	6" VALVE	2	EA	\$ 2,167.71	\$ 4,335.42
5	6" TAPPING SLEEVE AND VALVE	1	EA	\$ 7,640.24	\$ 7,640.24
6	12X6 TAPPING SLEEVE AND VALVE	1	EA	\$ 9,585.02	\$ 9,585.02
7	ABANDON 2" WATERLINE (JASPER ST)	200	LF	\$ 9.59	\$ 1,917.03
8	ABANDON 6" WATERLINE(OPAL ST)	1050	LF	\$ 19.17	\$ 20,128.78
9	TIE TO EXISTING WATER	4	EA	\$ 2,500.00	\$ 10,000.00
10	ABC STONE IN TRENCH BACKFILL	160	TN	\$ 75.00	\$ 12,000.00
11	LEVELING COURSE	40	TN	\$ 157.50	\$ 6,300.00
12	1.5" S9.5B SURFACE COURSE	60	TN	\$ 157.50	\$ 9,450.00
				SUBTOTAL	\$ 176,367.73
				10% CONTINGENCY	\$ 17,636.77
				TOTAL CONSTRUCTION	\$ 194,004.51
				ENGINEERING 15%	\$ 29,100.68
				TOTAL BUDGET	\$ 223,105.18
BUDGET ESTIMATE NOT BASED ON DESIGN				ESTIMATE	\$ 230,000.00

Water	NCDOT Bid Averages (2021)		2024 DOLLARS
	Unit Cost	Unit	
6" Water line	\$ 56.54	LF	\$ 65.45
Reconnect Meter	\$ 1,386.81	EA	\$ 1,605.41
Fire Hydrant	\$ 5,806.40	EA	\$ 6,721.63
6" Water Valve	\$ 1,872.55		\$ 2,167.71
6" TSV	\$ 6,599.93		\$ 7,640.24
6X12 TSV	\$ 8,279.90		\$ 9,585.02
ABANDON 2"	\$ 8.28		\$ 9.59

Opal Street Acceptance

		25%		50%
Engineered Cost estimate to install Asphalt Street: \$	180,000.00	Total Cost: \$	45,000.00	\$ 90,000.00
		Cost per LF: \$	33.42	\$ 66.84

Lot #	Pin #	Physical Address	Owner	Owner Address	Road footage	Percentage	Immediate Cost	10 year cost
1	56232068900000	2540 Dale Earnhardt Blvd Kannapolis 28083	Bethel Baptist Church	Ministries A NC Corporation Kannapolis NC 28023	509.37	38%	\$ 17,022.88	\$ 34,045.76
2	562320746900000	1206 Opal St Kannapolis NC 28083	Bethel Baptist Church	Ministries A NC Corporation Kannapolis NC 28023	504.65	37%	\$ 16,865.14	\$ 33,730.28
3	562320977500000	1217 Opal St Kannapolis NC 28083	Nesbit Hazel Lene McCree	1217 Opal St Kannapolis NC 28083	60	4%	\$ 2,005.17	\$ 4,010.34
4	562330072800000	1219 Opal St Kannapolis NC 28083	Robinson Luther L	1219 Opal St Kannapolis NC 28083	60	4%	\$ 2,005.17	\$ 4,010.34
5	562330067500000	1221 Opal St Kannapolis NC 28083	Shivers Larry D	C/O Albertelli Law Partners Charlotte NC 28217	62.5	5%	\$ 2,088.72	\$ 4,177.44
6	562330058900000	1223 Opal St Kannapolis NC 28083	Shivers Larry D	C/O Albertelli Law Partners Charlotte NC 28217	60	4%	\$ 2,005.17	\$ 4,010.34
7	562330059300000	1225 Opal St Kannapolis NC 28083	Stofford Joel	913 Brighton Dr Kannapolis NC 28081	60	4%	\$ 2,005.17	\$ 4,010.34
8	56233017550000	1606 Concord Lake Rd Kannapolis NC 28023	Turner Jodi D	11001 Tavernay Parkway Charlotte, NC 28262	30	2%	\$ 1,002.58	\$ 2,005.17

	Total:	1346.52	100.00%	\$ 45,000.00	\$ 90,000.00
	Total Signed:	1134.02	79%		

**A RESOLUTION STATING THE INTENT OF THE
CITY OF KANNAPOLIS TO SCHEDULE A PUBLIC HEARING ON
ACCEPTANCE TO CITY MAINTENANCE SCHEUDLE AND
ASSESSMENT OF COST SHARE AMOUNTS OF OPAL STREET IMPROVEMENTS**

BE IT RESOLVED by the City Council of the City of Kannapolis:

Section 1. That it is the intent of the City Council of the City of Kannapolis to hold a Public Hearing on acceptance to the City maintenance schedule and assessment of cost share amounts of Opal Street Improvements.

Section 2. That a Public Hearing on acceptance to the City maintenance schedule and assessment of cost sharing of Opal Street improvements will be held at 401 Laureate Way, Kannapolis, North Carolina, at 6:00 o'clock p.m. on or after the 23rd of October 2023 at which time process for cost sharing assessment will be explained, and all persons will be given an opportunity to be heard.

Section 3. That notice of said Acceptance to the City Maintenance Schedule and Assessment of Cost Sharing Amounts Public Hearing shall be given by publication, mailing, and posting as required by law.

Adopted this _____ day of _____, 2023.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council

From: Becky Tolle, Recreation Superintendent, Annette Privette Keller, Director of Communications

Subject: **CITY FACILITIES USE POLICY** - Approve revisions and Fee Schedule

Action Requested by City Council

Motion to approve the revised City Facilities Use Policy and amend the Fee Schedule.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

A Facilities Use Policy has been in place since 2015, when the City opened the Laureate Center and began rental of facilities such as the Train Station, Village Program Room, and now the Gem Theatre. It was last amended in 2021.

Over the last eight years only minor changes have been made to the policy as we continue to evaluate the use of the spaces, and our typical renter/customer base as it evolves. The staff has thoroughly reviewed the policy and is suggesting changes based on the history of the spaces and future expected rentals.

Staff is recommending slight increases in the fees to cover increasing staff and material costs. For example, we are recommending the hourly rent of the Laureate Center to increase from \$75 to \$100 an hour. Our rental rates will remain lower than the majority of rental spaces in Cabarrus and Rowan Counties even with this increase.

Also recommended is the establishment of rental customer categories. These categories include non-profit organizations, schools, the North Carolina Research Campus, City partners, and tourism driver events. We based these categories on the historical requests and reservations we have experienced over the last eight years. These categories will give us the opportunity to encourage more professional use of our spaces during the weekday. Weekend use of our facilities continues to be popular with most all our spaces rented a year in advance.

The amended policy is attached. The recommended changes are depicted in red. An amended fee schedule is also attached (applicable section is found on pages 24-26)

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. Motion to approve the revised City Facilities Use Policy and amend the Fee Schedule (Recommended).
2. Do not approve.
3. Table to a future meeting.

Attachments

1. COK facilities rental policy draft 10-18-2023
2. FY 24 Revised Fee Schedule



City Facilities Use Policy

Parks and Recreation Commission Approved June 2020

Updated & City Council Approved July 2021

Draft – October 18, 2023

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City Facilities Use Policy

Purpose: The purpose of this Facility Use Policy is to define the applicability of facilities owned and operated by the City of Kannapolis for public use and the requirement for using these facilities. It is the intent of the City to allow the use of specified rooms and related facilities for the benefit of the designated user, provided such use does not interfere with the operations of the City.

Applicability: This Policy applies to City Hall, Train Station, Village Park, Gem Theatre, gymnasiums, Veterans Park, Dale Earnhardt Tribute site, and all of the West Avenue Streetscape.

In general, the following City owned facilities may be requested and used according to this policy through the Parks and Recreation Office:

Capacity and Setup Table					
	Square Footage	Theater # of people	Banquet # of people	Classroom # of people	Reception # of people
CITY HALL & POLICE HEADQUARTERS					
Laureate Center – I	1,590	100	50	50	150
Laureate Center – II	2,120	160	80	85	250
Laureate Center – III	1,590	100	50	50	150
Laureate Center – I & II	3,710	280	150	130	500
Laureate Center – II & III	3,710	280	150	130	500
Laureate Center – I, II, & III	5,300	450	260	215	700
Terrace (<i>outdoors</i>)	250	18	10	6	25
ADDITIONAL FACILITIES					
Train Station Event Room	2,130	168	80	72	300
Village Park Event Room	1,400	120	60	54	175
Village Park Patio	Open	n/a	n/a	n/a	n/a
Gem Theatre Event Room		40	36	36	40
Veterans Park Gazebo	Open	n/a	n/a	n/a	n/a
Dale Earnhardt Plaza	Open	n/a	n/a	n/a	n/a
West Ave. Reading Room	1,606	Outdoor Open Space			
West Ave. Reading Room Terrace	1,600	Outdoor Open Space			
West Ave. Event Lawn	2,425	Outdoor Open Space			
West Ave. Pergola	800	Outdoor Open Space			
West Ave. Pump House Patio	800	Outdoor Open Space			
West Ave. Putting Green	750	Outdoor Open Space			
West Ave. Platform 1	1,200	Platform stage (L-Shaped stage)			
West Ave. Platform 2	1,200	Platform stage (series of three 20 x 20 stages)			



City Facilities Use Policy

Capacity and Setup Table						
<i>Internal Use Only</i>	Square Footage	Theater # of people	Banquet # of people	Classroom # of people	Reception # of people	Pre-Set # of people
CITY HALL & POLICE HEADQUARTERS						
Conference 1233 (Council)	625	n/a	n/a	n/a	n/a	12
Conference 2201 (Executive)	760	n/a	n/a	n/a	n/a	16
Conference 3236 (Magnolia)	300	n/a	n/a	n/a	n/a	8
Conference 3302 (Cherry)	300	n/a	n/a	n/a	n/a	8
Conference 3307 (Oak)	625	n/a	n/a	n/a	n/a	12
EOC/Training – Section 1	630	36	30	45	100	n/a
EOC/Training – Section 2	630	36	30	45	100	n/a
EOC/Training – Sections 1 & 2	1,260	108	50	72	200	n/a

** Capacities are based on allowable limits per N.C. Fire Code, not square footage.*

Rental applicants may request specific areas, but the City Manager or designee reserves the right to place rentals in available and appropriate locations.

Application: To secure a date for any event in a city facility, a completed reservation application must be approved by the City Manager or designee. Reservations are confirmed on a first-come, first-served basis up to two years (24 months) in advance. Only the facilities or room(s) paid for and confirmed through a reservation may be used. A separate reservation form must accompany each request for use. Recurring reservations are permitted for not exceeding twelve months from the date of initial use.

A rental is confirmed when 100% of the security deposit is received. The remaining balance of rental and equipment fees is required ten (10) business days before the event. If the renting party does not pay all fees timely, the contract becomes void. **A \$250.00 security deposit is required for all professional events, and a \$500.00 security deposit is required for all social events. Events serving alcohol will be assessed a venue service charge of \$150.00.**

The City Manager or designee is authorized to cancel or relocate any reservations due to scheduling conflicts or unforeseen events that make a room or facility unavailable, unsafe, unreasonable, or otherwise not in the City's or the public's best interest. If the City requires a cancellation or relocation of a reservation, the City will notify the applicant as soon as possible of the change and refund any required fees or deposits. Should any groups or entities need to cancel the reservation, they must provide a minimum of a ten (10) business day notice in writing, or this could cause the forfeiture of all paid money.



City Facilities Use Policy

Deposits: Security deposits are due at the time the application is submitted. The City will process refund payments for security deposits immediately following the event and return a full deposit no later than 30 days after the use of the facility, provided guidelines have been adhered to and no damage has resulted from using the facility.

- Damages and extensive cleaning will result in forfeiture of all or a portion of the refundable security deposit.
- If a room, facility, or any of its contents suffers damage due to the actions or neglect of groups or entities that have reserved the room or facility, the renting party will be charged the actual costs to repair or replace the room, facility, or damaged item, in addition to forfeiting the security fee for the use of the room or facility.
- The renting party shall be responsible for all claims, damage, or accidents by any act, omission, default, subcontractor, employees, patrons, guests, or negligence. Upon demand, the renting party will pay the City in cash or credit card a sum equal to the cost of repairing and restoring the facility to its condition as of the beginning of this lease.
- **Venue Service Charge: Events serving alcohol will be assessed a \$150.00 service charge.**

Rental Fees: Completed applications and security deposits are required to hold a date for a reservation. These are required no earlier than twenty-four (24) months and no later than ten (10) business days before the date the facility is being requested.

- Ten (10) business days before the event date, the rental fee balance is due.
- City Council and City of Kannapolis Employees will be charged the professional event hourly rate for non-city business and personal use rentals.
- Most facilities are assigned basic equipment and included in rental fees. Contact the City Manager or designee for additional information on the equipment in each space.
- Open space and gymnasium rentals do not include any equipment, such as tables or chairs. However, power is available at most sites. This applies to Veterans Park, the Dale Earnhardt Tribute, and all West Avenue spaces.

Additional equipment, packages, and services can be added to a reservation. For further information and pricing on these add-ons, contact the City Manager or designee for additional information and prices.

Under Section 163-99 of the North Carolina General Statutes, the City is authorized and directed to permit the use of space within the City Hall without charge, except custodial and utility fees, by political parties, as defined in G.S. 163-96, for the express purpose of annual or biennial precinct meetings and county and district conventions.



City Facilities Use Policy

Availability of Facilities: The applicable rooms and facilities of the City are available daily between 7:00 a.m. and 12:00 a.m. (midnight). These times are inclusive of setup and cleanup times. Facility reservations will not be scheduled on **Easter Sunday**, Thanksgiving Day, **Christmas Eve**, and Christmas Day. All reservations, including uses, dates, and times, are subject to the City Manager or designee's review and approval. Setup and cleanup need to be included in the rental times. These times will need to be listed on the application along with the event time.

To accommodate as many groups or entities as possible during popular meeting dates, unless otherwise approved by the City Manager or designee, applicable rooms and facilities must be reserved for specific periods. Facility Use Applications that do not contain specific or general time periods, such as "all day," will be denied. Also, groups or entities may be asked to alter requested time periods and facility space to accommodate as many groups or entities as possible.

- **Professional Events are gatherings where business professionals carry out business-related activities. This includes but is not limited to conferences, trainings, meetings, religious services, networking, political party gatherings, and corporate dinners.**
 - Professional Event Rental Minimum – 2 hours
- **Social Events are considered an occasion that involves social interactions and behaviors. This includes but is not limited to galas, weddings, birthdays, class reunions, and fundraising or celebratory banquets.**
 - Social Event Rental Minimum – 4 hours

Facility Deposits, Fees, and Discounts: See the City of Kannapolis Fee Schedule.

- A venue service charge of \$150.00 will be assessed for all groups serving alcohol.
- Kitchen and Gallery areas cannot be rented unless part of the Laureate Center is rented.
- Outside Terrace and Patio areas cannot be rented unless inside space is rented.
- West Avenue Platform 1 cannot be rented unless the West Avenue Event Lawn is rented.
- West Avenue Reading Room cannot be rented unless West Avenue Reading Room Terrace is rented.

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

Kannapolis School System Rentals: As part of the Joint Use of Facilities Agreement with the Kannapolis City Schools, the school system may use city facilities for nonsocial purposes, such as workshops, conferences, and meetings, at no cost, subject to availability (7:00 a.m. – 6:00 p.m., Monday – Friday; no weekends). Rentals must be by the district office, not individual schools, or third-party vendors. Rentals that fall under the tourism category, such as conferences attracting out-of-county attendees, will be treated as Tourism Impact Rentals (see below).



City Facilities Use Policy

City Partner & Local Government Rentals: Will receive one free city facility rental annually, subject to availability. Rentals will be for the use of the partner and not third parties. The free rental will be between 7:00 a.m. – 6:00 p.m., Monday – Friday, no weekends. Rentals that fall under the tourism category, such as conferences attracting out-of-county attendees, will be treated as Tourism Impact Rentals (see below).

City Partners & Local Government are:

- Cabarrus and Rowan Chamber of Commerces
- Cabarrus and Rowan Economic Development Corporations
- Cabarrus and Rowan Schools
- Cabarrus and Rowan Convention and Visitor Bureaus
- Kannapolis Cannon Ballers
- Cabarrus County and Rowan County Governments

Non-Profit N.C. Research Campus Partners: N.C. Research Campus Partners, who are non-profits, will receive two free city facility rentals annually, subject to availability. This includes the universities and community colleges on the campus and Cabarrus Health Alliance.

Rentals will be for the use of the partner and not third parties. The free rental will be between 7:00 a.m. – 6:00 p.m., Monday – Friday, no weekends. Rentals that fall under the tourism category, such as conferences attracting out-of-county attendees, will be treated as Tourism Impact Rentals (see below).

Non-Profit (501c) Organizations: Non-Profit Organizations based in Cabarrus & Rowan Counties will receive 50% off one rental annually, subject to availability. Rentals will be for the use of the organization and not third parties. The free rental will be Monday – Friday, no weekends. Rentals that fall under the tourism category, such as conferences attracting out-of-county attendees, will be treated as Tourism Impact Rentals (see below).

Government-Affiliated Organizations: Professional government organizations affiliated with city employees will receive one free city facility rental, subject to availability. Rentals would be for the use of the organization and not third parties. The free rental will be Monday – Friday, no weekends. Rentals that fall under the tourism category, such as conferences attracting out-of-county attendees, will be treated as Tourism Impact Rentals (see below).

Tourism Impact Rentals: Rentals related to tourism economic impacts for the City of Kannapolis and Cabarrus/Rowan Counties will be charged a rental fee. However, a discount would apply using a graduated payment scale. Tourism impacts include overnight lodging, food, beverage, and other monies attendees spend for the event/activity. The Cabarrus and Rowan County CVBs use a national formula that calculates approximately \$115 spent by a person attending these tourism activities.

- 33% discount on the rental for any tourism-related event with an impact of \$5,000.
- 50% discount on the rental for any non-ticketed tourism-related event with an impact of \$10,000 or more



City Facilities Use Policy

Cancellations: Cancellations must be provided in writing ten (10) business days before the event. In this case, a full refund shall be given for rent and security fees. Special consideration may be given during a natural disaster or a medical emergency. For cancellations provided less than ten (10) business days in advance, all rent deposits will be forfeited at the discretion of the City. Any cancellation made after the room is set up results in forfeiture of all rent, deposits, and fees. Rescheduling will be considered by the Parks and Recreation Director's Office and is subject to availability.

If the City of Kannapolis is declared closed due to a natural disaster, including weather-related events and medical emergencies, any permission to use the facility is automatically withdrawn during the closure period. Kannapolis government closure information is available on the City's website, City's social media, local radio, and T.V. stations. In such an event, the City shall not provide notice of cancellation. Users shall be solely responsible for notifying event participants. A 100% refund will be granted if this type of closure occurs.

Non-Discrimination Policy: The City of Kannapolis prohibits discrimination against any person for any reason, including age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, political affiliation, marital status, veteran status, or any other characteristic protected by law.

Indemnification: The person renting agrees to indemnify and hold the City, its officers, agents, and employees harmless from any loss or liability that may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facility by Renting person and their guests, agents, or employees.

General Rules of Use:

1. All use of rooms and facilities, except incidental use by City staff, must be scheduled in advance through an application filed with the Parks and Recreation Office. All required deposits must accompany the application.
2. To reserve a facility, the renter must be at least 21 years old and present during the event. For events where minors (18 years or younger) will be a majority of the attending guests, 1 adult to every 10 minors must be present. The renting party is responsible for the orderly behavior of guests using the facility and must conform to all departmental policies, facility and City rules, and regulations.
3. Under no circumstances will a group or entity using a room or facility be given a key to access any City facility. City staff will provide access to the room or facility.
4. The Laureate Center and Village Park kitchen spaces may only be used when rented and reserved with the adjoining room. The kitchen can be used for warming, cooling, and plating but is not for preparing raw products. Food must be cooked offsite. The kitchen must be cleaned before leaving the facility within the rental time. Failure to comply may result in forfeiture of the renting party's security deposit. The renting party should furnish all meal-related equipment. Kitchen facilities are not for preparing food for sale.



City Facilities Use Policy

5. The city will provide all rental applicants with recommended caterers at the Laureate Center. These caterers have provided the required information and have received the necessary training on the building/equipment. If a rental applicant wishes to use a different caterer not on the recommended list, the company must comply with all requests and regulations (health department certifications, insurance, etc.). Should one or two events be scheduled for one facility simultaneously, only one approved caterer will be allowed in the area.
6. The renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the City, an employee, or a member of the public, regardless of who is responsible for the damage.
7. The renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the City employee in charge of the facility.
8. The City, its officers, agents, and employees shall have the right always to enter the facility during the rental event to confirm the renting party's conformance to this policy. If the City determines, in its sole judgment, that the renting person has breached a term of this policy, the City shall have the right to immediately terminate this rental agreement before the expiration of its period and before the event's conclusion without any refund to the renting person.
9. In the event of an emergency and severe weather, City Manager or designee has the authority to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.
10. The use of rooms and facilities does not obligate the City to provide any furnishings or equipment not currently assigned to the area or listed in the rental contract. Furnishings and equipment may not be removed from the room or facility. Additional equipment may be brought into rooms and facilities if noted on the application and pre-approved by the City Manager or designee.
11. City equipment, including furnishings and audio-visual equipment, may not be used unless provided through the rental contract. Additional fees may apply. The use of displays, decorations, or similar items is expressly limited to freestanding elements, tables, or easels. The attachment of displays, decorations, or similar items on walls, doors, windows, or any other surface is prohibited.
12. Helium balloons are prohibited in all facilities unless securely tethered at all times.
13. City facilities are a smoke-free environment. Smoking and vapor are prohibited in/on City property.
14. Serving alcoholic beverages will be allowed with approval and permits when necessary, according to state and federal laws. Please note alcohol is not permitted in gymnasiums or school property. All alcohol must be delivered and removed from the premises during the hours reserved by the renter. The renter assumes all responsibilities and liabilities associated with serving or using alcoholic beverages for their event or use of the facility. Events serving alcohol will be required to pay an additional \$150.00 deposit. (*Alcoholic Beverage Ordinance available upon request*)



City Facilities Use Policy

15. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition per the checklist provided with the application. The renting party is responsible for placing all garbage/recycling in the designated receptacles. City staff will remove all garbage/recycling from the building after the end of the rental. If receptacles become full, City staff must be notified. The security fee will not be refunded if this rule is violated.
16. Parking is available in all parking areas unless otherwise posted. Loading and unloading shall be done from the designated parking areas. Cars are not permitted on sidewalks or grass areas.
17. Any static signage or the facility's electronic signage must be requested on the application and approved by the City Manager or designee.
18. Under no circumstances may a group or entity use the City's insignias, including the City logo, without the express permission of the Director of Communications.
19. Advertising/promotion of events, meetings, programs, etc., for which space within a facility has been reserved must clearly state the sponsor of the event, a local contact person, and a telephone number. Promotional materials, press releases, etc., must be worded so it is clear to the general public that the City of Kannapolis did not sponsor the event. Failure to comply with this policy may lead to immediate cancellation of the event and forfeiture of rental fees and deposit paid.
20. Advertising and promotion of events may not occur until the security deposit is paid.
21. Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application) may result in the forfeiture of the security fee and additional fees assessed.
22. Groups and entities using the rooms and facilities are responsible for their behavior and are expected to comply with all policies, laws, and regulations. Failure to do so could result in dismissal from the facility, the denial of future use applications, and forfeiture of the security fee.
23. The City reserves the right to deny the use of the rooms, spaces, and/or facilities if it is determined the use is not in the best interest of the City and the public. The City also reserves the right to evict any group or entity from any room or facility if deemed in the City's and the public's best interest.
24. The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Cabarrus County and the City of Kannapolis; all rules, regulations, and requirements of the Cabarrus County Health Department; the Kannapolis Police and Fire Departments and other municipal authorities of the City. The renting party will obtain all licenses, permits, and union and trade organization clearances required by any public body or contract at their expense.



City Facilities Use Policy

25. The following require approval of the City Manager or designee:
- Charging for admission, selling tickets, or taking subscriptions or collections. No admission may be charged for gymnasiums or on school property.
 - Dances or Bands; sound level shall not exceed 100 decibels. Any use of amplified sound in outdoor/open spaces will require the renter to obtain a sound permit from the Kannapolis Police Department.
 - Selling or offering of merchandise.
 - Tents and additional outside fixtures.
26. If the rental is being used as part of a parade/march, street fair, trail/greenway, run/walk/bike, festival, etc., a special event application must be submitted and approved for the space rental to be approved. Additional fees may apply.
27. A police officer/security may be required for any social event activity when more than 200 persons are expected or when deemed necessary by the City Manager or designee. Any monetary compensation required for such service shall be the responsibility of the renting party and will be added to the renter's total fee.
28. The City assumes no responsibility for lost, stolen, or damaged personal property. All activities must cease by 12:00 a.m. (midnight) unless previously approved by the City Manager or designee; this requirement includes cleanup of the event.
29. Miscellaneous Provisions:
- Bubbles, glitter, birdseed, and rice are not permitted inside facilities. Confetti is allowed inside the facility. Birdseed and bubbles are allowed outside the facilities.
 - Illegal drugs, gambling, vulgar language, or solicitation are prohibited.
 - Weapons are prohibited, except those carried by law enforcement. Animals are not permitted in indoor facilities, except service animals or those approved by the City Manager or designee.
 - Any game or activity prohibited by North Carolina, federal, or local law. All games require approval by the City Manager or designee; this includes "Casino Night" or "Bingo."
 - No open candlewicks. All candlewicks must be enclosed; votive or hurricane-type containers are recommended and must be approved by the City Manager or designee.
 - Use of the facility for personal gain or moneymaking projects is prohibited.
 - Attaching nails, hooks, tacks, tape, glue, sticky tack, or screws into any part of the facility is prohibited; this includes ceilings, walls, floors, doors, doorframes, and/or tables.
 - Items left overnight are prohibited unless approved by the City Manager or designee.
 - Outside food and drink are prohibited inside all gymnasiums and school sites per the City's agreement with Kannapolis City Schools. No outside concessions can be sold.
 - Fireworks or other explosives are prohibited in the facilities and premises.
 - Any agreement to use the facilities is not assignable to any other person or entity.

Any person or group violating any rules is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit and assessment of associated fees. Flagrant misuse of facilities will result in the forfeiture of future reservations.



Adopted Fiscal Year 2024 Fee Schedule

Adopted June 26, 2023

Revised: October 23, 2023

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Admin

Public Records

Copies of Documents (per sheet)	10 cents
Copies of Ordinances (each)	\$10
Thumb Drive with Data	\$ 5

Legal Notices

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

HR

Employee Notices

Wage Garnishment Notice (each)	\$14.35
Employee ID Badge replacement	\$10.00

Police

Police Permits and Services

Fingerprinting	In-Town Residents	\$15.00
	Out-of-Town Residents	\$25.00
Sound Permits		\$25.00
Pawn Brokers Permits		\$275.00

Transportation

Vehicle license fee	<u>Fee</u> \$30.00 (annually)
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Downtown Parking

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

Grace Period: 30 minutes

Non-Peak Rate: Everyday 1am to 4pm: (No partial charges) \$1 / Hr.

Peak Rate: Everyday 4pm to 1am: (No partial charges) \$3 / Hr.

Daily Rate: Starts after 5 hours: \$25

Multi Day Rate: For resident guests: \$10 / Day

“Pass back” Penalty: \$100

Planning and Zoning

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

50-100:	\$175.00
Over 100:	\$300.00
Grading Permit (<i>without Site Plan</i>): <i>*plus \$25 per additional acre</i>	\$50.00
Driveway Permit:	\$25.00
Zoning Clearance Permit (Fees are for each item separately, even if combined in a single zoning clearance permit application)	
Residential 1F:	\$25.00
Residential 2F:	\$25.00
Multi-family (<i>5 units or less</i>):	\$250.00
Multi-family (<i>more than 5 units & whichever is greater</i>):	\$300.00 or \$.04/SF
Accessory (<i>Residential and Non-Residential</i>)	\$25.00
Non-Residential	\$30.00
Temporary Use	\$50.00
Temporary Construction Trailer	\$50.00
Home Occupation	\$50.00
Signs	\$40.00
Certification Letter	\$25.00
<i>*Zoning, Watershed, Floodplain, demo permits, etc.</i>	
Change of Use permits:	\$30.00
Site Plan Review (Multi-family Residential & Non-Residential): <i>*plus \$100 per additional acre</i>	\$200.00
Subdivision Fees	
Plat Exception:	No Charge
Minor Subdivision Plat Review:	\$50.00
Minor Subdivision Plat Revision:	\$40.00
Preliminary Major Subdivision Plat Review	\$400.00 (<i>plus \$30 per lot</i>)
Preliminary Major Subdivision Revision	\$50.00 (<i>Minor Amendment</i>)
Final Subdivision Plat Review	\$200.00
Final Subdivision Plat Revision	\$40.00
PUBLICATION FEES.	
Land Use Plan	\$25.00
Kannapolis Development Ordinance	\$50.00
• Map – Extra Large: (36”X48”)	\$20
• Maps – Large: (24”X36”)	\$15
• Maps - Medium: (18”X24”)	\$10
• Maps – Small: (8.5”X11”)	\$5

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

of this ordinance may be refunded if an application is withdrawn within seven (7) days following a pre-hearing neighborhood meeting.

** There will be a \$25.00 returned check fee for any check received by the City.

Fire

REQUIRED CERTIFICATE OF COMPLIANCE

	<u>Fee</u>
Certificate of Compliance	
1-1,000 SF	\$20.00
1,001-20,000 SF	\$50.00
20,000-50,000 SF	\$100.00
50,000-70,000 SF	\$200.00
Every 20,000 SF over 70,000 SF is an additional	\$50.00
Certificate of Compliance Re-inspections	\$ 50.00
Plan Review	
Construction	\$50.00+ .025/sf
Up-Fit	\$50.00+ .025/sf
Site Plan	\$50.00
Re-review fee	\$50.00
<i>* applied on third submittal & each re-submittal thereafter</i>	
Hydrant flow test (fee per hydrant)	\$150.00
Temporary Power Inspection	\$50.00
Load Merchandise Inspection	\$50.00
(1) For multi-tenant building, fees are per tenant.	
(2) For multiple building owned by the same owner(s), fees are per building as defined by the NC Building Code, Vol. 1.	
(3) Individuals or companies that have not secured permits or Certificates of Compliance prior to beginning work or occupying the structure shall be charged double the listed amount.	
(4) Re-inspections of the sprinkler system, fire alarm system, or building for Certificate of Compliance will result in an additional fee per inspection.	

REQUIRED CONSTRUCTION PERMITS

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

NOTE: Any system installation prior to plan review and/or a permit being issues will incur a double fee.

Any structure over 70,000 SF x .002 + \$150 **
(DOES NOT INCLUDE HOOD SYSTEM/ANSUL)

REQUIRED OPERATION PERMITS

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

REQUIRED OTHER CHARGES/FEES

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

ANNUAL FIRE INSPECTION PROGRAM

	<u>Fee</u>
First Inspection (initial)	\$0.00
Second Visit Re-inspection	\$0.00

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

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

HAZARDOUS MATERIALS FEES:

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

STAND-BY PERSONNEL/EQUIPMENT

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

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

HAZMAT SUPPLIES

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

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

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

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

Parks

VILLAGE PARK SHELTERS

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

Descriptions of Shelter Areas:

Village Park Shelter A – use by reservation only

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

Village Park Shelter B – use by reservation only

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

Village Park Shelter C – use by reservation only

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

Village Park Shelter D – use by reservation only

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

Village Park Shelter E – use by reservation only

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

BAKERS CREEK PARK SHELTERS

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

	<u>½ Day Rental</u>	<u>Full Day Rental</u>
Site B (2 tables, 1 grill, seats 12 - 15)	\$10	\$20
Site C (2 tables, 1 grill, seats 12 - 15)	\$10	\$20
Site D (1 table, 1 grill, seats 8-10)	\$5	\$10

Descriptions of Shelter Areas:

Bakers Creek Park Large Picnic Shelters – use by reservation only

Shelters 1 & 2 hold up to 90 people and Shelter 3 holds up to 125 people. These large picnic shelters offer water, lights, receptacles, grills and horseshoe pits.

Bakers Creek Small Shelter Picnic Site (Shelter #4) – use by reservation only

This one covered picnic site is available that holds up to 30 people. Four large picnic tables and a grill are included. No power, water or horseshoe pits are available. Located adjacent to playground.

Mountain Street Park (Bakers Creek Park Expansion) Shelter – use by reservation only

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

OTHER FEES

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

HOURS

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

VILLAGE PARK AMPHITHEATER

Refundable Security Deposit: \$500

Resident for-profit:	\$550
Resident non-profit:	\$350
Non-Resident for-profit:	\$1,050
Non-Resident non-profit:	\$800
Staffing (2 staff required):	\$25/per hour (3hr minimum)
Parking:	\$12/per hour per person

EXTRA FEES

Set-up	\$200
Clean-up	\$300
Sound	\$250

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

SPLASH PAD

\$1.50/per person per day
children 1 year of age and under are free

TRAIN \$1.50/per person per ride
children 1 year of age and under are free

CAROUSEL \$1.50/per person per ride
children 12 months of age and under are free

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

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

FAST PASS \$5.00

SENIOR TRIPS Variable

YOUTH ATHLETICS \$40 Residential

GYM RENTALS (KMS city schools) \$60 Non- Residential

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

CEMETERY FEES

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

GEM THEATRE

Movie Tickets:	Before 6pm: \$4.00 (<i>all tickets</i>) After 6pm: Children and Seniors: \$4.00, Adults: \$5.00
Photo Shoots inside theatre	\$30/hr. (1 hour minimum) *Only permitted during non-operational hours *No earlier than 8 am and not later than 6 pm (M-F only)
Special Event Room:	Business Hours: \$40.00 per hour Evenings and Weekends: \$50.00 per hour Refundable Security Deposit: \$250-\$500

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

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

Fields available for reservations:			
	Fence distance Field size	Base distance options	Pitching distance options

Bakers Creek Park softball field (1 available)	285 ft	65'	50'
Safrit Park softball fields (2 available) 1415 Bethpage Road	300 ft	60', 65', or 90'	46' or 54'
Safrit Park soccer field (1 available) 1415 Bethpage Road	225 x 360	N/A	N/A
Kannapolis Middle School (baseball field) 1445 Oakwood Avenue	305 ft	90'	mound
Kannapolis Middle School (softball field) 1445 Oakwood Avenue	225 ft	65'	
Kannapolis Middle School (football & soccer field) 1445 Oakwood Avenue			

Rainout Hotline & Program Information number: 704-920-4344

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

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

Tournament Cancellations:

A tournament that is cancelled after 5:00 PM on Wednesday (non-weather related) will be charged \$100 for the first cancellation, \$100 for a second cancellation and \$100 for a third cancellation. Aside from the \$100 cancellation fee, all remaining tournaments will be removed if the user has canceled a tournament for a third time.

A tournament that is cancelled after 5:00 PM on Wednesday (weather-related) will be credited with the rental fee for a future date. Please note all weather-related cancellation will be subject to approval.

If the tournament is cancelled by the Parks and Recreation department due to weather after it has begun, the following format will be used to determine the amount of credit for future field rentals:

Less than ½ of the tournament has been played, 100% of remaining tournament fees will be credited

More than ½ of the tournament has been played, 50 % of remaining tournament fees will be credited

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

Special Event Fees

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

Fire and EMS: The Special Events Committee, in consultation with the Kannapolis Fire Department will determine the number of Emergency Medical Personnel required as well as the time when such services shall commence and end. Applicants will be invoiced before the event at the rate of \$35.00 per hour per firefighter/EMS assigned to the event. These fees are due one (1) week before the event.

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

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

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

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

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

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

Neighborhood Block Parties: \$50

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

Water and Sewer Fees

WATER RATES	Inside City		Outside City
Individual Water Service: (less than 2 inch) (Note 1)			
• Tier 1 per 1,000 gallons (0-7,000 gals)	\$ 6.80		\$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	\$ 7.09		\$ 8.30
• Irrigation per 1,000 gallons	\$ 7.09		\$ 8.30
* Base monthly charge (Note 2)	\$ 6.95		\$ 8.15
* monthly rate for unmetered service – residential only (Note 3)	\$ 47.60		\$ 55.65

Private Water Systems (more than one user):

• Tier 1 per 1,000 gallons (0-7,000 gals)	\$ 6.80		\$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	\$ 7.09		\$ 8.30
• Irrigation per 1,000 gallons	\$ 7.09		\$ 8.30
* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant	\$ 6.95		\$ 8.15

Commercial Water Service

• Tier 1 per 1,000 gallons (0-7,000 gals)	\$ 6.80	\$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	\$ 6.80	\$ 7.95
• Irrigation per 1,000 gallons	\$ 7.09	\$ 8.30
*base monthly charge	\$ 6.95	\$ 8.15

Fire Line Service: (incremental charge based on size of line)

monthly service rate (4 inch or less) *no increase	\$ 47.60		\$ 55.65
monthly service rate (6 inch) \$16 increase	\$ 63.60		\$ 71.65
monthly service rate (8 inch) \$24 increase	\$ 71.60		\$ 79.65
monthly service rate (10 inch) \$42 increase	\$ 89.60		\$ 97.65
monthly service rate (12 inch) \$73 increase	\$ 120.60		\$ 128.65

SEWER RATES	Inside City		Outside City
Individual Sewer Service:			
* per 1,000 gallons water used	\$ 6.70		\$ 6.70
* base monthly charge	\$ 3.80		\$ 3.80
* monthly rate for unmetered service – residential only	\$ 46.90		\$ 46.90

Private Sewer Systems (more than one user):

* per 1,000 gallons based on master meter	\$ 6.70		\$ 6.70
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* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant (Note 2)	\$ 3.80		\$ 3.80
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(Note 1) Water rates for customers with 2 inch meter or larger shall pay inside City rates.

(Note 2) All City customers will pay the base charge in addition to the per 1,000 gallon charge. Master metered customers will pay the base charge times the number of units served in addition to the per 1,000 gallon charge. Residential water customers using metered service for irrigation purposes only, shall not (during periods when level II or higher water restrictions are in effect) be billed a minimum bill for zero (-0-) usage.

(Note 3) Unmetered service is based upon an average bill of 7,000 gallons usage within a given month.

WATER TAP AND CONNECTION FEES	Inside City		Outside City	
Individual Water Tap Fees:				
* 3/4" service (installation by City)	\$ 3,250.00	*	\$ 3,250.00	*
* 1" service (installation by City)	\$ 3,450.00	*	\$ 3,450.00	*
* 1-1/2" service (installation by City)	\$ 3,750.00	*	\$ 3,750.00	*
* 2" service (installation by City)	\$ 4,050.00	*	\$ 4,050.00	*
* Larger than 2" (installation by customer or City)	All Cost Borne By Customer		All Cost Borne By Customer	

Fire Line Service Tap:

* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer
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Tap on of New Water Main to Existing:

* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer
--	----------------------------	--	----------------------------

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

Water meter Size

* 3/4" service	\$ 1,350.00		\$ 1,350.00
* 1" service	\$ 3,000.00		\$ 3,000.00
* 1-1/2" service	\$ 6,000.00		\$ 6,000.00
* 2" service	\$ 9,600.00		\$ 9,600.00
* 3" service	\$ 18,000.00		\$ 18,000.00
* 4" service	\$ 30,000.00		\$ 30,000.00

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

(Note A)

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

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

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

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

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

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

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

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

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

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

Tap on of New Sewer Line to Existing:

* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer
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Individual Sewer Connection Fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note B)

Water meter Size

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

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

(Note B)

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

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

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

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

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

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

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

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

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

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

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

**NORTHWEST CABARRUS SERVICE AREA
CAPITAL COST RECOVERY FEES**

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

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

**WATER & SEWER SYSTEM
ADMINISTRATIVE FEES**

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

**WATER & SEWER SYSTEM
ADMINISTRATIVE FEES**

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

MUNICIPAL WATER AND SEWER RATES

City of Concord (<i>Water and Sewer Services</i>)	Per Contract
City of Landis (<i>Water and Sewer Services</i>)	Per Contract

WATER AND SEWER SERVICE RELOCATION AND DAMAGE

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

Environmental

Residential Environmental Fees (per occupied dwelling)

Fee

Recycling/ Solid Waste	\$18.10
Additional Trash Bin Fee	\$2.50
Additional Recycle Cart	\$2.50
Garbage Ordinance Violation	\$50.00

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

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

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

Stormwater

STORMWATER RATE TIER SCHEDULE

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

Event Space Rentals

- A \$250.00 security deposit is required for all meetings
- A \$500.00 security deposit for all parties, receptions, and banquets
- Events serving alcohol will be assessed a venue service charge of \$150.00

RATES ARE PER HOUR	Professional Events	Social Events	Security Fee <i>Refundable</i>	Other Conditions
Laureate Center – Section I	\$ 100/hr	\$ 125/hr	\$ 250 - \$ 500	Alcohol Deposit if applicable
Laureate Center – Section II	\$ 100/hr	\$ 125/hr	\$ 250 - \$ 500	Alcohol Deposit if applicable
Laureate Center – Section III	\$ 100/hr	\$ 125/hr	\$ 250 - \$ 500	Alcohol Deposit if applicable
Laureate Center – Section I & II	\$ 200/hr	\$ 250/hr	\$ 250 - \$ 500	Event Liability Insurance if applicable
Laureate Center – Section II & III	\$ 200/hr	\$ 250/hr	\$ 250 - \$ 500	Event Liability Insurance if applicable
Laureate Center – Section I, II, & III	\$ 300/hr	\$ 350/hr	\$ 250 - \$ 500	Event Liability Insurance if applicable
Kitchen*	\$100 flat rate			
Council Conference	\$ 50/hr	\$ 60/hr	\$ 250 - \$ 500	
The Gallery*	\$100 flat rate			
Outside Terrace **	\$100 flat rate			
Train Station – Event Room	\$ 75/hr	\$ 100/hr	\$ 250 - \$ 500	Alcohol Deposit if applicable

Village Park Event Room	\$ 75/hr	\$ 100/hr	\$ 250 - \$ 500	Alcohol Deposit if applicable
Village Park Patio	\$ 15/hr	\$ 20/hr	\$ 250 - \$ 500	
Public Works Training Room	\$ 45	n/a	\$ 250 - \$ 500	
Gem Theatre Event Room	\$ 40 /hr	\$ 50/hr	\$250 - \$ 500	Alcohol Deposit if applicable
Veterans Park Gazebo	\$ 50/hr	\$ 75/hr	\$ 250 - \$ 500	Alcohol Deposit if applicable
Dale Earnhardt Plaza	\$ 20/hr	\$ 25/hr	\$ 250 - \$ 500	
West Avenue Reading Room***	\$ 20/hr	\$ 25/hr	\$ 100	
West Avenue Reading Room Terrace	\$ 20/hr	\$ 25/hr	\$ 100	
West Avenue Event Lawn	\$ 25/hr	\$ 30/hr	\$ 100	
West Avenue Platform 1 "L-shaped"***	\$ 25/hr	\$ 30/hr	\$ 100	
West Avenue Platform 2 "3 Decks"	\$ 30/hr	\$ 35/hr	\$ 100	
West Avenue Pergola	\$ 20/hr	\$ 25/hr	\$ 100	
West Avenue Pump House Patio	\$ 25/hr	\$ 30/hr	\$ 100	
West Avenue Putting Green	\$ 20/hr	\$ 25/hr	\$ 100	

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

* *A venue service charge of \$150.00 will be assessed for all groups serving alcohol.*

** *Outside terrace / Patio Areas cannot be rented unless inside space is rented.*

*** *West Avenue Platform 1 cannot be rented unless West Avenue Event Lawn is rented.*

*** *West Avenue Reading Room cannot be rented unless West Avenue Reading Room Terrace is rented.*

- *Professional Event Rental Minimum – 2 hours*
- *Social Event Rental Minimum – 4 hours*

• **Professional Events** are considered gatherings where business professionals carry out business related activities. This includes but is not limited to conferences, trainings, meetings, religious services, networking, political party gatherings, and corporate dinners.

• **Social Events** are considered an occasion that involves social interactions and behaviors. This includes but is not limited to galas, weddings, birthdays, class reunions, and fundraising or celebratory banquets.

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

- Multi-Space Rentals – 20% discount when all first floor spaces at City Hall and Police Headquarters are rented. (Includes: Laureate Center Sections I, II and III, Kitchen, Council Conference Room, The Gallery, Shell Space and Terrace)
- Permanent Tenant Rate – 20% discount when any room or combinations of rooms are rented monthly for a time span of two (2) or more hours each month and an annual agreement with twelve (12) monthly meetings scheduled.
- Dance Floor: \$450
- Stage: \$50 per 3’x6’ section; (\$450 for complete unit)

Private Use Zones

Private Use Zone ID	Hourly Rate	After Hours Hourly Rate	Annual License Fee
1A	\$10.00	\$15.00	\$181
1B	\$5.00	\$10.00	\$77
1C	\$10.00	\$15.00	\$189
1D	\$5.00	\$10.00	\$77
1E	\$10.00	\$15.00	\$210
1F	\$5.00	\$10.00	\$32
1G	\$10.00	\$15.00	\$308
2A	\$5.00	\$10.00	\$66
2B	\$5.00	\$10.00	\$65
2C	\$5.00	\$10.00	\$86
2D	\$5.00	\$10.00	\$24
2E	\$10.00	\$15.00	\$204
3A	\$5.00	\$10.00	\$12
3B	\$5.00	\$10.00	\$24
3C	\$5.00	\$10.00	\$63
Private Use Zone ID	Hourly Rate	After Hours Hourly Rate	Annual License Fee
3D	\$10.00	\$15.00	\$140
3E	\$5.00	\$10.00	\$68
3F	\$5.00	\$10.00	\$88
3G	\$10.00	\$15.00	\$175
3H	\$5.00	\$10.00	\$59
3I	\$5.00	\$10.00	\$63
3J	\$5.00	\$10.00	\$63
3K	\$5.00	\$10.00	\$99
6B	\$5.00	\$10.00	\$30

6C	\$5.00	\$10.00	\$88
7A	\$20.00	\$25.00	\$425
7B	\$5.00	\$10.00	\$61
7C	\$5.00	\$10.00	\$11
7D	\$10.00	\$15.00	\$263
7E	\$5.00	\$10.00	\$88
8A	NA	NA	\$1,013
Reserved Parking Space (1)	\$5.00	NA	\$162
Reading Room	\$20.00	\$25.00	NA
Event Lawn	\$25.00	\$30.00	NA
Platform 1	\$25.00	\$30.00	NA
Platform 2	\$30.00	\$35.00	NA
Pergola	\$20.00	\$25.00	NA
Pump House Patio	\$25.00	\$30.00	NA
Reading Room Terrace	\$20.00	\$25.00	NA
Putting Green	\$20.00	\$25.00	NA

NOTES:

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

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



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: 09-11-2023 Work Session 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. 09-11-2023 Work Session Minutes

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
September 11, 2023**

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, September 11, 2023, at 4:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Jeanne Dixon
Doug Wilson
Tom Kincaid
Darrell Jackson
Ryan Dayvault
Dianne Berry

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

Assistant City Manager: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Irene Sacks	Scott Kaufhold
	Terry Spry	Gary Mills
	Alex Anderson	Michael Rattler
	Gerald Faulkner	Kirk Beard

Others Present:	Mark Spitzer	Sonyia Turner
	Eric Thomas	Rebekah Mixon.
	Bob Doty	Joe Hatley
	Sam Moore	Vicki Stokes
	Sophia Wilkerson	Carol Anderson
	Sonyia Turner	Eric Thomas

1 **PROCLAMATIONS:**

2 Mayor Hinnant read a Proclamation recognizing the 22nd anniversary of 9/11.

3
4 **APPROVAL OF AGENDA**

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

7
8 **CONSENT AGENDA:**

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

11
12 **RESOLUTION** - North Carolina Department of Environmental Quality Stormwater Grant
13 Funding (Wilmer Melton, Assistant City Manager) (Copy included as Exhibit A)

14
15 August 28, 2023, Business Meeting Minutes (Bridgette Bell, City Clerk)

16
17 **BUSINESS AGENDA:**

18 **PRESENTATION/DISCUSSION - Midway and North Kannapolis Revitalization**
19 **Recommendations (Irene Sacks, Director of Economic Development and Community**
20 **Development and Richard Smith, Planning Director) Copy included as Exhibit B)**

21 Mr. Smith introduced members of Development Finance Initiative (DFI), Eric Thomas and Sonyia
22 Turner.

23
24 In October 2022, the City of Kannapolis engaged the Development Finance Initiative (DFI) to
25 complete a high-level analysis of the Midway and North Kannapolis areas and develop a
26 recommended strategy for the revitalization of both areas. This initial work has been completed
27 and DFI will provide City Council with these recommendations:

- 28
29
 - Project and market overview
 - Revitalization strategies
 - Opportunity sites and financial feasibility
 - Final Recommendations
 - Next Step

30
31
32
33
34
35 It is important to note, the DFI scope of work was not intended to include any detailed design ideas
36 or specific costs. Those tasks will occur should City Council decide to move forward with these
37 revitalization efforts. The first step towards that objective is to adopt the Imagine Kannapolis
38 Strategic Plan which will address this path forward.

1 Opportunity Site Identification Analysis – Scope of Work

- 2 1. Conduct a community scan of demographic and socioeconomic data, and any previous
- 3 plans and studies that have been done for these areas.
- 4 2. Conduct parcel analysis to understand sales trends, land use, ownership, and
- 5 underutilization.
- 6 3. Conduct small group community engagement to understand stakeholder priorities and
- 7 input for redevelopment for these areas.
- 8 4. Conduct market research and analysis to assess development demand, market feasibility,
- 9 and demand drivers.

10
11 Opportunity Site Identification Analysis – Scope of Work

12
13 The goals and priorities were drafted primarily from conversations with staff and corporate

14 stakeholders.

15
16 The following project priorities are based on local government staff input, review of current

17 strategic plans, public statements, and local stakeholder conversations.

- 18
19 1. Both the Midway and N. Kannapolis Districts should provide attractive gateways to
- 20 downtown Kannapolis. Celebrate the individual character and history of the neighborhood.
- 21 2. Encourage smaller, neighborhood oriented commercial districts.
- 22 3. Keep stakeholders engaged throughout the process.
- 23 4. Utilize strategic public investments to attract private investment.

24
25 One study area starts at the corner of Rogers Lake Road and South Main Street to Dale Earnhardt

26 Blvd. Then picks up again at Jackson Park Road/N. Loop Road and follows North Ridge Avenue

27 up to W. 7th Street. There is some private investment activity happening in the Midway area, so

28 the streetscapes are essentially relying on leadership roles and streetscape improvements when you

29 start to see some bold full stakeholder activity to support business owners and stakeholders who

30 are investing in the area.

31
32 The question was asked about purchasing additional right of way. Ms. Turner said that with

33 purchasing additional property for right of ways, it would take away from some of the on-street

34 parking.

35
36 There have been previous discussions with First Baptist Church regarding a particular site for a

37 skate park in the Midway area. They believe that site coupled with adjacent properties offered

38 the largest amount of acreage. Case study research suggest that a typical skate park range from a

1 quarter acreage to an acre. They assume the one-half acre skate park and acquisition of that site,
2 would cost the City \$2 to 2.5 million for a skate park. Or other potential public park amenities at
3 that site. Speaking to an earlier topic on public parking, they understand that the street scape does
4 take away some of the on-street parking and the need for public parking, the City can take a
5 leadership role in providing public parking. However, potential options could include the church
6 site, invest in some sort of public-partner amenity, they also have some parking. Also, there
7 could be some opportunity for partnership with the Baptist Church, opportunities to provide
8 public parking are limited. Potential options could include the First Baptist Church site and
9 partnership with Midway United Methodist Church.

10
11 Their team did some analysis and figured 62 space surface lot would cost the City between \$200
12 to \$300,00 and if you were able to get 30 spaces (indicating to a place on the map) would be
13 another \$100 to \$200,000 with potential acquisition would be between \$300 to \$500,000 to
14 provide public parking.

15
16 Regarding Code Enforcement, the City can consider effectuate code enforcement actions by
17 placing a lien on properties. The City can review minimum housing ordinances or consider
18 implementing a non-residential code enforcement program and a complimentary rehab loan
19 program. These are programs if the City is interested in, DFI would talk with staff in working out
20 the specific details.

21
22 In establishing an Urban Redevelopment Area Designation gives local government statutory
23 powers such as designating a target area for redevelopment. Buildings in the area can be
24 residential, commercial or both. To be eligible for designation as a redevelopment area, the
25 targeted area must be classified as blighted, meaning the growth of the area is impaired by the
26 presence of dilapidated or obsolete buildings, overcrowding, or other unsafe condition or as being
27 in danger of becoming blighted. The City must create a Urban Redevelopment Plan (URA) and is
28 something that DFI can assist with. There is a required public planning, Planning Board decision
29 and big City leadership role. Powers exercised must align with objectives set forth in the URA
30 plan.

31
32 To summarize, Ms. Turner stated the strategies shared tonight were the First Street scaping
33 improvements, that will enhance and support the current uses. Open space concept skatepark
34 could attract more people to the area. Additional public parking to accommodate the influx of
35 people coming to the area and businesses. Code Enforcement hold properties at a higher standard
36 for upkeep. Urban Redevelopment Area is a tool available to the City used in scoring, could
37 unlock more tools. Combine all these items, the total potential cost is \$9.3 to \$11.5 million for
38 implementing these strategies.

<u>Strategy</u>	<u>Considerations</u>	<u>Estimated Cost</u>
Street Scape Improvements-	Streetscape improvements will enhance the pedestrian experience and support commercial uses.	\$7 to \$8.7 million
Public Park/Open Space -	A skate park could serve as a community catalyst to help attract people to the area.	\$2 to \$2.5 million
Public ParkingPublic-	Parking can help support the businesses that are investing in the area	\$300 to \$500,000
Code Enforcement	Effectuate code enforcement actions and liens to hold higher standards for property upkeep.	TBD
Urban Redevelopment Area	A URA designation could unlock more tools for redevelopment within the Midway neighborhood for the local government	TBD

To summarize, Ms. Turner stated the strategies shared tonight were the First Street scaping improvements, that will enhance and support the current uses. Open space concept skatepark could attract more people to the area. Additional public parking to accommodate the influx of people coming to the area and businesses. Code Enforcement hold properties at a higher standard for upkeep. Urban Redevelopment Area is a tool available to the City used in scoring, could unlock more tools. Combine all these items, the total potential cost is \$9.3 to \$11.5 million for implementing these strategies.

Following general discussion, Mr. Legg stated that DFI has given staff a good foundation and staff will be bringing back recommendation on how to fund this project.

PRESENTATION/DISCUSSION - Update on Imagine Kannapolis Strategic Plan **(Copy included as Exhibit C)**

Staff is nearing completion of the Imagine Kannapolis Strategic Plan after more than a year of staff research, citizen focus group efforts, and City Council deliberation. At the meeting, the final draft version of the Plan will be presented. This is intended to be the final opportunity for City Council to weigh in on the Plan's projects, initiatives, and strategies. Of course, the Plan can be changed over time, but each initiative or project that launches will also remove a certain amount

1 of financial resources from being available for other uses. For that reason, if there is any hesitation
2 to proceed with the Plan as presented, now is the time for that discussion. This is especially
3 important for the larger projects and initiatives.

4 The Strategic Plan includes approximately \$42 million of cash investments in 36 projects and
5 initiatives ranging from \$25,000 to \$8 million over the six-year planning window. These cash
6 projects also result in a projected \$4.1 million in annually recurring expenditures to support many
7 of these projects and initiatives. Additionally, the Plan includes seven major projects totaling \$45
8 million in capital costs requiring new debt service and operating expenses of \$5.8 million per year
9 at full buildout.

10
11 Regarding the revenue side of the Plan, a projected \$45 million is projected to be available at
12 different intervals over the next six years, about half of which is immediately available for
13 expenditures. Most of the remaining projected revenues are contingent upon the sale of remaining
14 land proceeds (primarily Plant 4 and Block 6) and future fund balance appropriations. The Strategic
15 Plan also assumes \$33 million in future revenue increases, 80% of which is tied to increases in
16 property valuations (new private investment and county revaluations). The remaining major
17 revenue increases include downtown parking revenues, revenues from implementing a recent
18 stormwater fee audit, and one monthly solid waste fee increase.

19
20 It is important to note that the Plan assumes the General Fund - Fund Balance remains at the City
21 Council-set threshold of 25% of General Fund expenditures. The cash described above is in
22 **addition** to this minimum "rainy day" fund amount.

23
24 Finally, the Plan includes the option of increasing revenues via a future General Obligation (G.O.)
25 Bond vote and corresponding tax increase aimed at funding one or more additional park projects,
26 primarily for the purpose of constructing a Community Center (or similar investment).

27
28 Mr. Legg stated it is Staff's intent is to receive any feedback from City Council at the meeting,
29 make any corresponding changes and bring back a final version for City Council consideration -
30 likely in October.

31
32 Council Member Dayvault asked about stormwater. Mr. Legg stated that there are two components
33 to stormwater that is the bigger picture that affects everybody. A good portion of stormwater is
34 affected by a very small amount of citizens that have specifics problems in their backyard that we
35 really don't control. He is talking not about stormwater in general that runs off the streets, these
36 are backyard stormwater, could be creeks, undersized culverts, and a whole host of things. We
37 don't control or manage those. One approach is through assessments where a citizen would be
38 given 10 years to pay it back. It only other solution is to find \$20 million dollars. Right now, his

1 recommendation is through assessments and/or revenue increases. One approach is for \$15-\$20
2 million of stormwater improvements. One way to is to increase the stormwater fee.

3
4 Council Member Dayvault stated if there was a way to take out some of these low hanging fruit
5 projects like increasing the size of the culvert under “D” Street or increasing the size of culvert
6 under Sunset, or whatever it needs to be. There are things the City can do that are easy fixes like
7 clean the ditches and storm drains clear. It seems like when a project comes along, like the Urban
8 Redevelopment Plan, suddenly it turns into this multi-year program, whether it is this
9 neighborhood or that neighborhood, we need to address it and move on. He knows that Wilmer
10 has engineering drawings that says York Street is affected by a thousand houses in each direction.

11
12 Mayor Pro tem Kincaid asked about the 10 percent increase and whether that is property tax. Mr.
13 Legg responded it is 8 cents. Mr. Kincaid asked how long it has been since a tax increase. Mr.
14 Legg stated it has been 7 or 8 years when we did City Hall and downtown. He added that City also
15 has a good credit rating and a good outlook. You will see a lot of growth in the next ten years.

16
17 Mr. Legg stated that Block Six has not been sold and is cash to be expected, we won’t do more
18 projects until the money is in hand.

19
20 **PRESENTATION/DISCUSSION - Solid Waste Collection Bids and In-House Alternative**
21 **Michael Rattler, Director of Transportation and Environmental Services (Copy included as**
22 **Exhibit E)**

23 Mr. Ratliff provide a power point presentation. Staff has completed the bidding process for our
24 comprehensive Solid Waste Collection Services. The apparent low bid is from Waste Connections
25 in the amount of \$3,787,170, which is about \$800,000 more expensive than our current service
26 (which was expected). The other bidders were Republic, Waste Pro, and our current provider,
27 Waste Management. The bids from Waste Management and Republic were both about \$1 million
28 more than the low bid. Waste Pro's bid was only slightly higher than Waste Connection's bid.
29 Waste Pro was recently let go from the City of Concord as they brought the service in-house.

30
31 Staff's projection for in-house service is \$3.5 million - slightly less expensive than the low bid.
32 However, adding debt service for equipment and construction of a maintenance facility, the total
33 annual City cost is projected at \$5.1 million, approximately \$2.1 million more expensive than our
34 current service. Bringing the service in-house would require significant adjustments to the draft
35 Strategic Plan.

1 Staff will provide more details on these options at Monday's meeting with the goal being for City
2 Council to consider awarding the bid at the September 25, 2023 meeting. Staff has vetted the firm
3 and is recommending awarding the bid to the low bidder, Waste Connections. For more
4 information on the firm please see the attached company summary or visit their website:
5 www.wasteconnections.com. In the region, they currently provide service to Huntersville,
6 Stallings, and Indian Trail. Staff has completed the bidding process for our comprehensive Solid
7 Waste Collection Services. The apparent low bid is from Waste Connections in the amount of
8 \$3,787,170, which is about \$800,000 more expensive than our current service (which was
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12 Pro was recently let go from the City of Concord as they brought the service in-house.

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16 annual City cost is projected at \$5.1 million, approximately \$2.1 million more expensive than our
17 current service. Bringing the service in-house would require significant adjustments to the draft
18 Strategic Plan.

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21 Connections. For more information on the firm please see the attached company summary or visit
22 their website: www.wasteconnections.com. In the region, they currently provide service to
23 Huntersville, Stallings, and Indian Trail.

24
25 Following general discussion, Staff will provide more details on these options at Monday's meeting
26 with the goal being for City Council to consider awarding the bid at the September 25, 2023,
27 meeting.

28
29 **PRESENTATION/DISCUSSION - West Avenue Tower Monument. (Mike Legg, City**
30 **Manage (Copy included as Exhibit E)** As part of the West Avenue Streetscape project an art
31 installation with the words "West Avenue" was placed in one of the roundabouts. It was one of the
32 centerpieces of the street and provided an unique focal brand point. It has not been damaged until
33 this summer when an truck driving accident extensively damaged it. Both West Avenue art signage
34 pieces were damaged, and an insurance claim has been made. As we reviewed the damage, we
35 examined the possible options for the future of a brand presence in the roundabout.

- 36
37 1. The original design could be replicated and reinstalled. We could move it inward slightly
38 to help prevent damage in the future.

- 1 2. A different feature could be installed in the center of the roundabout which may be less
2 inclined to suffer any damage.

3 Included in Exhibit E is a rough draft of what the new feature could look like. It is roughly
4 the same price as Option One. This new feature would have a steel base, aluminum framing
5 and be illuminated with all four sides displaying the words "West Avenue". Internal lighting
6 would change colors and having a moving effect. The cupola coordinates with City Hall, Fire
7 Stations 2 and 3, and the new I-85 structures. It would be 30 feet tall with a 6 foot tall base.

8
9 This type of structure could be replicated in other areas such as the NC 3 roundabout in the
10 future for a consistency of our strategic brand plan. While we have not received the insurance
11 settlement, it is expected to be enough to cover the cost of either Option One or Option Two.
12 Should the insurance proceeds ultimately be determined to not cover the full cost in a
13 significant way staff will revisit this decision with City Council. Either way, a budget
14 amendment will be on a future City Council meeting to appropriate the insurance funding.

15
16 There was general discussion regarding the appearance of the sign and suggested adding the
17 wording West Avenue. Also, move the sign now located to a different location. Following
18 general discussion, Mr. Legg noted if Council is comfortable, a budget amendment will be on
19 a future City Council meeting to appropriate the insurance funding.

20
21 **Closed Session pursuant to NCGS 143-318.11 (a) (3) to consult with an attorney to preserve**
22 **the attorney client privilege and NCGS 143.318.11 (a) (4) for discussing matters relating**
23 **the location or expansion of industries or businesses in the area.**

24 Mayor Pro tem Kincaid made a motion to go into Closed Session pursuant to NCGS 143-318.11
25 (a) (3) to consult with an attorney to preserve the attorney client privilege and NCGS 143.318.11
26 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in
27 the area. Motion was seconded by Council Member Wilson and approved by unanimous vote.

28
29 Council went into closed session at 6:55 PM.

30
31 There being no further business brought before Council, Mayor Pro tem Kincaid made a motion
32 to come out of closed session. Motion was seconded by Council Member Dayvault and approved
33 by unanimous vote.

34
35 Council resumed regular session at 9:40 PM.

1 There being no further business brought before Council, Council Member Berry made a motion
2 to adjourn. Motion was seconded by Council Member Dixon and approved by unanimous vote.
3

4 The meeting adjourned at 9:40 PM on Monday, September 11, 2023.
5
6
7

8 Milton D. Hinnant, Mayor
9

10 Bridgette Bell, MMC, NCCMC
11 City Clerk
12



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: 09-11-2023 Closed Session 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

None



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: 09-25-2023 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. 09-25-2023 Business Meeting

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
September 25, 2023**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, September 25, 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
Tom Kincaid
Darrell Jackson
Doug Wilson
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: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Terry Spry	Kirk Beard
	Tracy Winecoff	Annette Privette Keller
	Michael Rattler	Alex Anderson
	Irene Sacks	Brian Roberts
	Tony Eury	David Jordon
	Michael Dodge	Albaro Reyes-Martinez

Others Present:	Sophia Wilkinson	Jayne Williams
	Alan Erickson	Melinda Richardson
	Craig Crisman	Robin Green
	Rhoda Carter	Charles Carter

Chris Puckett	Elaine Violet Mitchell
Tim Hagler	Kay Leeper McClorey
Dana Carlton	Skyler Christner
Bob Doty	Josh Teague
Judy Hammett	Adam Coulter
Marco Mercado	Erin Christner
Ryan Summerwill	Helen Livingston
Mark Spitzer	Ethan Smith
Leah Robinson	Sandra Torras
Debbie Wilkinson	Pam Smith
Brad Ray	Kevin Gilliam
Kathy Gilliam	Kathleen Hollon
Sharon Hucks	E. Carolina Benitez
Valerie Mann	Steve Mann
Joe Hatley	Jamie Walter
Sam Moore	Stephanie Gullett
Kenneth Cellers	Moirra Hunter
Laney Morton	

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 Wilson offered the Pledge of Allegiance.

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

Mayor Hinnant noted a request to move Consent Agenda “G” Budget Ordinance Amendment #24-18 - Appropriating funding for the Building Integrated Communities Agreement between the City, UNC, and the Camino Community as Business Agenda Item “D”. Council Member Jackson made a motion to approve the revised agenda. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

RECOGNITIONS:

New Hire and Promotional Pinning (Tracy Winecoff, Fire Chief)

Deputy Fire Chief Kirk Beard and Fire Chief Tracy Winecoff recognized the badge pinning of new Firefighters Garrett Credle, Graham Abbuhl, Joseph Collins, Matthew Chunn, Avery Kendall, Cody Martin, Brayden Griffith, and Justin Ramsey. We are also recognizing the promotional badge pinning of Battalion Chief Timothy J. Cook, Captain Tyler O’Brien, and Engineers Brandon Glosson and Thomas Aube.

PROCLAMATIONS:

Mayor Hinnant read a proclamation for National Night Out - October 3, 2023, and Hispanic and Latino Heritage Month.

1 **CONSENT AGENDA:**

2 Council Member Jackson made a motion to approve the Consent Agenda. Motion was seconded
3 by Council Member Dixon and approved by unanimous vote.
4

5 Community Development Block Grant - Revised loan terms for Urgent Repair Program. (Sherry
6 Gordon, Community Development Program Administrator) (Copy included as Exhibit A)
7

8 Personnel Policy Update - Shift Differential Pay, Policy No. 400.19 (Heather James, Human
9 Resources Director) (Copy included as Exhibit B)

10 Budget Ordinance Amendment #24-13 - Reappropriation of Fund Balance for On-going Projects
11 in Transit Fund (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit C)
12

13 Budget Ordinance Amendment #24-14 - CDBG Urgent Repair Funding (Kristin Jones, Assistant
14 to the City Manager) (Copy included as Exhibit D)
15

16 Budget Ordinance Amendment #24-15 - Appropriating funds received for National Night Out
17 (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit E)
18

19 Budget Ordinance Amendment #24-17 - Appropriating funding for the Bethpage Road Sidewalk
20 Improvement Project. (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit F)
21

22 Budget Ordinance - FY 24 CDBG and HOME funding (Kristin Jones, Assistant to the City
23 Manager) (Copy included as Exhibit G)
24

25 Resolution - Authorizing Human Resources Director to Execute Pre-Audit Certificates (Heather
26 James, Human Resources Director) (Copy included as Exhibit H)
27

28 **BUSINESS AGENDA:**

29 **Public Hearing - FY 2022-2023 Consolidated Annual Performance and Evaluation Report**
30 **(CAPER) (Sherry Gordon, Community Development Program Administrator) (Copy**
31 **included as Exhibit I)**

32 Mrs. Gordon presented a power point presentation providing the following highlights of
33 achievements.
34

35 **CDBG FUNDS**

36 Public Services - \$51,500 – Partnered with 15 local non-profits to provide public services.

37 Urgent Repairs - \$106,548 17 Homeowners served.

38 Program Administration \$75,000 – Administered overall compliance with use of HUD Funds.

39 Infrastructure - \$79,396 – Playground equipment for McKnight Head start and preliminary work
40 for sidewalks near Jackson Park school.
41

1 HOME FUNDS

2 New construction - \$60,000 – Partner with Habitat to construct 2 new dwellings.

3 Rehabilitated 2 dwellings - \$180,495.

4 Ontario Avenue 3 BR 2BA sold for \$165,000. The homeowner mortgage is \$536 per month. They
5 received a no interest loan from Habitat with the homeowner income was in the 30% of the area
6 AMI.

7
8 211 Johndy Avenue is a new construction 3BR 2 BA, selling for \$267,000 with the monthly rent
9 of \$910. Income at 60% of AMI.

10
11 Before and after rehab on Flowe Avenue with \$100,000 of upgrades. This home had a lot of lead
12 paint and were able to upgrade the electrical, HVAC, and provide a ADA walk in shower. The y
13 also had to address some runoff issues at rear of the home.

14
15 Boone Avenue is a single mom disabled with 2 kids. Upgrades include floor repairs, plumbing,
16 electrical and HVAC.

17
18 Council Member Dixon asked if there were applicants not served under the urgent repairs.
19 Mrs. Gordan explained this presentation is for fiscal year were able to address 17 of those
20 applicants and still have clients they are working with.

21
22 Mrs. Dixon asked how the citizens knows about the programs. Mrs. Gordon responded they do
23 advertise in the City newsletter, but most of the advertising comes from word of mouth,
24 neighborhood group meetings and website.

25
26 Mr. Dayvault added another good job that Mrs. Gordon does in informing people, but also
27 informing Staff throughout this building. People who come into the office with a hardship in
28 paying their water bills and so on.

29
30 There being no quest Mayor Hinnant opened the public hearing to those in attendance for an
31 opportunity to speak. There being no speakers, Mayor Hinnant closed the public hearing.

32
33 Council Member Wilson made a motion to approve and submit to the US Department of Housing
34 and Urban Development by September 28, 2023. Motion was seconded by Council Member
35 Dayvault and approved by unanimous vote.

36
37 **Public Hearing - Alley Right-of-Way Removal from Dedication located at 1100 Pine Street**
38 **and Review Withdrawal Order (Michael Rattler, Director of Transportation &**
39 **Environmental Services) (Copy included as Exhibit J)**

40 Mr. Rattler stated that the owner of the property, Trustees of West Point Baptist Church, has
41 requested to have the alley removed from dedication as an alley right-of-way. The 10-foot-wide

1 alley on the property is not in use as an alley. All necessary documentation has been received. Staff
2 review finds no reason to deny the request for withdrawal.

3
4 Council Member Wilson asked if there was any reason why we should not close this ROW. Mr.
5 Rattler responded no.

6
7 Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak. There
8 being no speakers, Mayor Hinnant closed the public hearing.

9
10 Council Member Jackson made a motion to approve an Order to remove from dedication an unused
11 10-foot-wide alley Right-of-Way located on property of West Point Baptist Church (PIN
12 5614109344 and 5614106276). Motion was seconded by Council Member Berry and approved by
13 unanimous vote.

14
15 **Inducement Resolution Affordable Housing Project (Irene Sacks, Director of Economic &**
16 **Community Development (Copy included as Exhibit K)**

17 Mrs. Sacks provided a power point presentation presenting information regarding Dominion's
18 plans to purchase property from Insite for two low-income housing tax credit projects. The site is
19 approximately five acres in two blocks across from the Food Lion bounded by Chestnut Avenue,
20 Vance Avenue, Dale Earnhardt Blvd, and W. D St. Dominion is a 50-year-old affordable housing
21 developer with projects in 19 states representing 38,000 dwelling units. The site would have sewer
22 allocation subject to an approved development agreement. Dominion is planning two buildings: a
23 255-unit family apartment and a 200-unit senior (age 55+) apartment. 100% of the units will be
24 required to set rents no higher than 60% of the Area Median Income, which would be affordable
25 to households earning approximately \$40,000 to \$60,000. Projected rents will be \$1,000 to \$1,450
26 for 1-3 BR, including utilities. The projects will include parking decks to serve the residents.
27 Development costs are estimated to be \$96 million for the family project and \$76 million for the
28 senior project, or \$172 million total. Construction is expected to start in mid- 2024 and complete
29 at the end of 2026. Both buildings will be five stories with 20 efficiency units, 72 one-bedroom,
30 113 two-bedroom and 50 three-bedroom units. The senior project will have 82 one-bedroom and
31 117 two-bedroom units.

32
33 Dominion will be pursuing 4% tax credits with the North Carolina Housing Finance Agency
34 (NCHFA) and is seeking executed Inducement Resolutions from the City to act as the issuer of the
35 tax-exempt bonds. Dominion is required to have inducement resolutions for the project to submit
36 a final application to the North Carolina Housing Finance Agency (NCHFA). With NCHFA
37 approval, Dominion will have the financial commitment needed to commence construction
38 drawings. The estimated construction date is April of 2024 with a 24-month construction and both
39 communities to open in April of 2025.

40
41 Mrs. Sacks described how the Bond Inducement Resolution functions.

- City of Kannapolis would be acting as the conduit issuer and has no financial obligation with respect to the bonds;
- Bonds are not a debt of the City or a pledge of its faith and credit or taxing power and do not affect the City's debt ratios or legal debt limit;
- City has no financial responsibility for the bonds; the Borrower is solely responsible for repayment of principal and interest on the bonds;
- Issuers often receive a fee for serving as the bond issuer and the developer is responsible for paying all costs of issuance;
- Inducement Resolution – indicates the City's willingness to issue bonds if developer receives all approvals from NCHFA for volume cap;
- No ongoing monitoring required.

There is a significant need for affordable housing in Cabarrus County. The Affordable Housing Market Study conducted in 2020 estimated there were 5,265 total households that were cost burdened in Kannapolis or paying more than 30% of their income towards housing costs. That number has likely grown, with the increasing cost of rent outpacing income growth. Within Cabarrus County, nearly 50% (4,062 households) earning 50% of Area Median Income (\$50,000/year for a 4-person household) is cost burdened. Addressing affordable housing and homelessness was a high priority for City Council in its Imagine Kannapolis strategic plan.

There are 23 mill homes currently on the property and are occupied by renters. These tenants will need to relocate prior to the developer closing on the property.

There was general discussion among Council and Staff regarding the 23 mill homes and how it will affect the residents. Have the residents been notified, who is responsible for relocating the property owners. Does Council have the authority to vote down the Inducement Resolutions,

It is not known whether the residents have been notified by the property owner. If Council votes to not support the Inducement Resolution, the developer could go to another local government agency to pursue the same type of Inducement Resolution.

- Why can't the project be located somewhere else in the City.
- There is a need for affordable housing the community.
- Concerns for 23 families who now live in the existing mill homes.
- Is Council comfortable in pro actively allowing 23 houses to be bulldozed.
- The height of the proposed facility as opposed to the existing neighborhood.
- Is it harmonious to the surrounding communities without a buffer between the two.

Mayor Hinnant added that 2 years ago, the North Carolina Legislature decided there was such a

1 huge need for affordable housing in North Carolina, they changed the statute. Affordable housing
2 would be left up to the municipality, that is the City can set standards, decide if an R-2 or R-4.
3 The statute was changed so that affordable housing, if finding the proper location, defined by them
4 as proper. The City has no authority to change it. This developer could put this project at this
5 location without asking the City to participate. What the developer is asking of the City to act as a
6 sponsor, so that they can obtain tax credits.

7
8 Following more discussion, Mayor Hinnant stated he had 4 cards from speakers who asked to
9 speak about this issue. There is one more agenda item before Speakers from the Floor are heard.
10 If no objection, would allow those in attendance to speak on this issue.

11
12 Mrs. Sacks wanted to address 2 of the points brought up by Council. One was the need to relocate
13 this project somewhere else. She said it not a simple thing in terms of finding available property
14 because of the way the tax credit project selection and application process works. The process is
15 extremely competitive and if you don't have a perfect score, won't make the cut. The scoring
16 process involves being close to amenities like grocery stores, bus stops, health care and access to
17 jobs. That is a very important factor in terms of looking at other potential sites. She had discussions
18 with the developer on possible ways to give more time within the development schedule to figure
19 out ways to relocate some of the existing structures on the site to preserve the housing unit. She
20 said the relocation of the homes is something they are aware of and are trying to figure out ways
21 to deal with it.

22
23 Chris Puckett of 2770 Keady Mill Loop stated he has been a licensed realtor for 10 years, a lifelong
24 resident of Kannapolis and 2023-2024 President of Central Carolina Regional Association of
25 Realtors. He has served on the Kannapolis Planning Board for 9 years and as Chairman for 3 years.
26 He said the problem today is housing affordability. The development map as shown on the City's
27 website, he counted all the available units that are under review are under construction. Single
28 family units, townhomes, and apartments, he counted 6200 units. 4400 units were apartments. He
29 feels the problem is that we are not encouraging homeownership. The average homeowner stays
30 in their home 7 to 10 years. The average renter stays in their rental 18 months. 7 years versus 18
31 months, you are talking about building deep roots in Kannapolis. People who support local
32 businesses, local charities, local churches, not people who come in and leave. He asked why a
33 project like this could take 5 acres and put 100 townhomes on it. Now we have 100 homeowners
34 within those 5 acres, passing along generational wealth to people instead of passing along to some
35 out of state developer. As a property manager as well, it was said that 2BD was \$1250. No one in
36 those 23 mill houses are paying \$1250.

37
38 Dana Coulter of 328 Chestnut Avenue. Ms. Coulter stated they are located directly behind these
39 proposed apartment buildings and asked those in the audience who are residents of Chestnut
40 Avenue to please stand. She submitted five letters to Council from residents not able to attend the
41 meeting (Attached as a part of these minutes). She stated this is a 1,878 percent increase in density

1 in this 2-block area in their neighborhood. There are not traffic plans, no buffers and is built to the
2 max. 455 units will generate traffic in this neighborhood that it cannot sustain. There is a Food
3 Lion across the street and will be overwhelmed. There is nowhere for these people to shop.
4 Chestnut Avenue was the site of the very first mill houses built by Cannon Mills in 1907. Chestnut
5 is significant to this community and demolishing 23 of them. They have a fabulous neighborhood
6 and people care for their homes and do not want to live behind two five story apartment buildings.
7 She asked to reduce the size at least 50 percent.
8

9 Ethan Smith of 318 Chestnut Avenue echoed the same concerns as Ms. Coulter, traffic, density.
10 of the development and what it will do to property values. He stated that although the City may be
11 powerless, the developer may come in and build something else, don't make this easy for them
12 and don't give them the ability to apply for tax credits and pave the way to building something that
13 this neighborhood does not want.
14

15 Mark Spitzer of 2115 Golfcrest Drive stated as everyone knows, he if formally was President of
16 Castle and Cooke and lived on Vance Street for a year and a half. It is a wonderful community and
17 would hate to see it disrupted but does understand the importance of finding affordable homes for
18 the many people who are unable to find on their own. He can say all those people living in those
19 mill homes are well taken care of and there is a place for them. That came from the very top of his
20 organization. He asked that Council as a matter of principal adopt a resolution that says if we have
21 this kind of development, and if there is value to be had from our sponsor an inducement bond, or
22 supporting it, those who come into develop affordable housing, they take care of the individuals
23 who are currently living in the homes and give them a prioritized opportunity to inhabit those units
24 when the building is completed.
25

26 Travis Rosemon of 325 Central Avenue stated he moved to Kannapolis from Charlotte. He
27 cautioned Council to think about the developers. He came from an area where developers promised
28 a whole lot then sold the property. The new people did not keep up the promises and creates a lot
29 of problems.
30

31 Violet Elaine Mitchell of 415 Lyndon Street stated it is not feasible. If rent is of \$1250 or \$1450,
32 she could not afford it even when she gets old, could not afford it. When you are on social security,
33 that is about all your check. Talk about affordable, it's not affordable.
34

35 Leah Robinson of 318 Chestnut Avenue and lives 3 doors down from the proposed site. She bought
36 her property in 2019 and did not know this development was coming and if she had known,
37 probably would not have purchased it. Another concern is that they are proposing senior living
38 across the street from a social district, and it does not seem like seniors would want to live there.
39 With all the fireworks at the Cannon Ballers Stadium that would disturb seniors, plus all the traffic
40 and not able to go to the grocery store. Meaning that all people in the community are hard working
41 individuals who have purchased their homes at a time when the property value was lower. Now,

1 they will be taking a hit on property values.

2
3 Bob Doty of 6325 Stirewalt Street stated we are faced with a dilemma which is responsible growth.
4 Responsible growth incorporates transitional areas as we discussed in this meeting before. It
5 encompasses going from densities to lower densities and lower densities to make this community
6 an example of responsible growth. Also, will not be able to promise much in terms of water of
7 sewer, due to the Council being powerless since that is handled by WSACC. Don't be responsible
8 for advocating for something that is not responsible. He loves this community too, being here for
9 20 years. To promote our community and sell our community to not only those in North Carolina,
10 we are attracting people to our state right now with everything that is going on. Let's advocate for
11 responsible growth.

12
13 Mayor Pro tem Kincaid asked if the relocation of the homes could be discussed with the developer
14 before making a motion.

15
16 Mr. Legg responded that it could be discussed with the developer and property owner and asked
17 Mrs. Sacks of the time frame for sending in the application for tax credits.

18
19 Mrs. Sacks stated the application is for this site and is due next month.

20
21 Council Member Berry made a motion that the City Manager go back to the developer and talk
22 about options and table the matter until such information is obtained. Council Member Wilson
23 seconded the motion.

24
25 Council Member Dayvault commented by doing this is a bad plan regardless of whatever the
26 conversation is between the developer and Mr. Legg. The inducement resolution about this specific
27 site, feels there is enough Council saying they don't feel this project should be at this specific site,
28 sends a clear message.

29
30 Council Member Wilson asked if the property owner, owns more property in that area. Mr. Legg
31 responded that block goes back to Mooresville Road. Most of the holdings are behind the
32 University building to Main Street.

33
34 Mayor Hinnant called for the motion on the floor to table the meeting to the next meeting.
35 Mrs. Berry stated the 2nd meeting in October. Mayor Hinnant asked Mr. Wilson, who seconded
36 Mrs. Berry's motion if he was comfortable with setting the date as the second meeting in October.
37 Mr. Wilson agreed.

38
39 Council Member Dayvault stated he would ask Mrs. Berry to redo her motion to say if the vote is
40 in the negative of this inducement resolution and Mr. Wilson agrees, a vote yes would be a vote
41 no.

1 Mayor Hinnant stated there is a motion on the floor if Mr. Wilson agrees with the 2nd meeting in
2 October.

3
4 Mayor Pro tem Kincaid asked if Council votes now, is only on the bond project and not is not on
5 this project being built. Mr. Legg stated yes. If Council were to vote yes, the developer would
6 proceed with the tax credits, but Council would ultimately have a decision to make on the
7 development agreement, which would get into the specifics of the project.

8
9 Mayor Hinnant interjected what Council is voting on is a motion to table this matter to the
10 seconded meeting in October. If you have a change of mind and want to vote on this inducement
11 resolution, then do not vote to table the motion and it will fail. Then a new motion can be stated
12 that will give Council an option.

13
14 Mr. Legg added it the motion to table the matter to the 2nd meeting in October and the inducement
15 resolutions fail, then what you suggested will happen. They will have a discussion with the
16 developer on options for the housing.

17
18 The motion to table the matter to the second meeting in October. The vote was 6 to 1 with Council
19 Member Dixon voting no.

20
21 Mayor Hinnant asked for a new motion.

22
23 Council Member Dayvault moved to not support this inducement resolution for this particular site.
24 Mayor Hinnant clarified that he cannot make the motion as a negative motion.

25
26 Mayor Hinnant asked if there was a motion to approve an Inducement Resolution for multifamily
27 housing revenue bonds for 303 Chestnut Ave. and Motion to approve Inducement Resolution for
28 senior housing revenue bonds for 312 Vance Ave. There being no motion, the matter failed.

29
30 **Budget Ordinance Amendment #24-18 - Appropriating funding for the Building Integrated**
31 **Communities Agreement between the City, UNC, and the Camino Community (Kristin**
32 **Jones, Assistant to the City Manager) (Copy included as Exhibit L)**

33
34 Council Member Wilson asked for more clarification and felt the need for more discussion before
35 voting and made motion to table action to the October 23rd meeting. Motion was seconded by
36 Council Member Dayvault.

37
38 Tim Hagler, Chief Public Affairs Officer at Camino explained that the memorandum of agreement
39 is a partnership between the City and Camino and the University of North Carolina at Chapel Hill
40 and is a community planning and leadership initiative working together with stakeholders to
41 improve communication, public safety, mobility, entrepreneurship, and leadership of immigrant

1 and refugee residents.

2
3 Why not Concord than Kannapolis. The Comino Health Center is located in Kannapolis that
4 provides affordable health care dedicated to providing services to the Hispanic community.

5
6 Following general discussion, Mayor Hinnant called for the question.

7 Council Member Wilson made a motion to table the matter to the October 23rd meeting. Council
8 Member Dayvault seconded the motion, and it was approved by unanimous vote.

9
10 **CITY MANAGER REPORT:** None.

11
12 **CITY COUNCIL COMMENTS:** None.

13
14 **SPEAKERS FROM THE FLOOR:**

15 Kevin and Kathy Gilliam of 908 South Juniper Street brought along their service dog, Sampson.
16 Mr. Gilliam told Council of the poor conditions of the sidewalks and roadway on South Juniper
17 Street. Mr. Gilliam formerly had a stroke, which has affected his vision. He walks Sampson three
18 times a day on the grassy side of the road. Mr. Gilliam noted that Sampson prevented him from
19 walking out in front of cars several times. There is not enough light in the area. He said if a police
20 cruiser out on the side street, would see how people speed up and down the street. He noted there
21 are a couple of motorized handicapped wheelchairs, and they need help in the area.

22
23 Allen Erikson of 1202 Debbie Street asked if he could designate his time to Mr. Carter.
24 Mayor Hinnant responded he would add 3 minutes to Mr. Carter's time.

25
26 Charles Carter of 306 Cottage Drive, representing, Mrs. Carter who owns property at 1204
27 Debbie Street, Mr. Allen Erikson of 1202 Debbie Street. Mr. Carter presented and read a
28 prepared statement requesting that the City remedy severe damage to a Kannapolis piped
29 storm water system at 1204 and 1202 Debbie Street (Copy attached as a part of these minutes).

30
31 Mark Spitzer of 2115 Golfcrest Drive personally thanked Annette Keller Privette with
32 assistance in helping the NCRC. They had an opportunity to go to the NC Bio which is the
33 legislative analyst and support for the bio life science community. They had an opportunity
34 to sponsor a luncheon that included the life science caucus from the Senate and House. At the
35 last minute were given the opportunity to put together some materials and have a presenting
36 table. Annette took his ideas and put them into a wonderful brochure that was provided to
37 over 100 people who attended the conference.

38
39 **CLOSED SESSION** –Mayor Pro tem Kincaid made a motion to go into Closed Session
40 pursuant to NCGS 143-318.11 (a) (3) to consult with an attorney to preserve the attorney client
41 privilege and NCGS 43.318.11 (a) (4) for discussing matters relating to the location or

1 expansion of industries or businesses in the area. Motion was seconded by Council Member
2 Wilson and approved by unanimous vote.

3
4 Council went into closed session at 8:20 PM.

5
6 Council Member Wilson made a motion to come out of closed session. Council Member Dayvault
7 seconded the motion, and it was approved by unanimous vote.

8
9 Council resumed regular session at 9:10 PM.

10
11 Council Member Dixon made a motion to adjourn. Motion was seconded by Council Member
12 Berry and approved by unanimous vote.

13
14 The meeting adjourned at 9:10 PM on Monday, September 25, 2023.

15
16
17
18
19 _____
Milton D. Hinnant, Mayor

20
21 _____
22 Bridgette Bell, MMC, NCCMC
23 City Clerk



Kannapolis City Council

City Council Agenda Staff Report

October 23, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: 09-25-2023 Closed Session 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

None



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Comprehensive Plan Amendment - CPA-2023-05 - Amend Move Kannapolis Forward 2030 Comprehensive Plan (2030 Plan) "Future Land Use Map and Character Area" designation of the properties located between E 29th Street and E 22nd "Urban Corridor" designation to the "Urban Residential" designation

Action Requested by City Council

1. Hold Public Hearing on request to amend Move Kannapolis Forward 2030 Comprehensive Plan ("2030 Plan") - Future Land Use Map and Character Area.
2. Motion to approve a Resolution amending the 2030 Plan - Future Land Use Map and Character Area designation of properties located between E 29th Street and E 22nd "Urban Corridor" Character Area to the "Urban Residential" Character Area.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In March 2018, City Council adopted the 2030 Plan. This plan includes a "Future Land Use Map and Character Area" designation which provides guidance for future land development in the City of Kannapolis.

At its September 19, 2023 meeting, the Planning and Zoning Commission recommended for City Council Staff to amend the "Future Land Use Map and Character Area" designation of properties located between E 29th Street and E 22nd from "Urban Corridor" Character Area to the "Urban Residential" Character Area. Staff has inventoried existing uses and analyzed the potential for future uses and determined that the area is predominantly single-family residential with a mix of non-residential uses. The potential for this area tends to lend itself more to residential uses or smaller scale non-residential uses.

The Urban Residential Character Area allows for a mixture of single-family detached & attached residential and civic uses along with small format retail and offices spaces.

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 a Resolution to Amend City of Kannapolis Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use Map and Character Area as presented (Recommended).**
2. Take no action.
3. Table matter to a future meeting.

Attachments

1. RESOLUTION - Amend FLU and Character Map
2. FLU-CPA-2023-05
3. FLU-PROPOSED-CPA-2023-05
4. Public Notice Ad 10.23.2023

**RESOLUTION TO AMEND
MOVE KANNAPOLIS FORWARD 2030 COMPREHENSIVE PLAN
FUTURE LAND USE MAP AND CHARACTER AREA
COMPREHENSIVE PLAN AMENDMENT (CPA-2023-05)**

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* (“2030 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 *2030 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 September 19, 2023, voted to recommend that City Council amend the *2030 Plan Future Land Use Map and Character Area* to apply the “Urban Residential” Character Area designation to properties located between E 29th Street and E 22nd; 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 *2030 Plan*; and

WHEREAS, at its October 23, 2023 meeting, a public hearing was held by City Council to consider the request to amend the *2030 Plan Future Land Use Map and Character Area* 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 *2030 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 23rd day of October 2023

Milton D. Hinnant, Mayor
City of Kannapolis

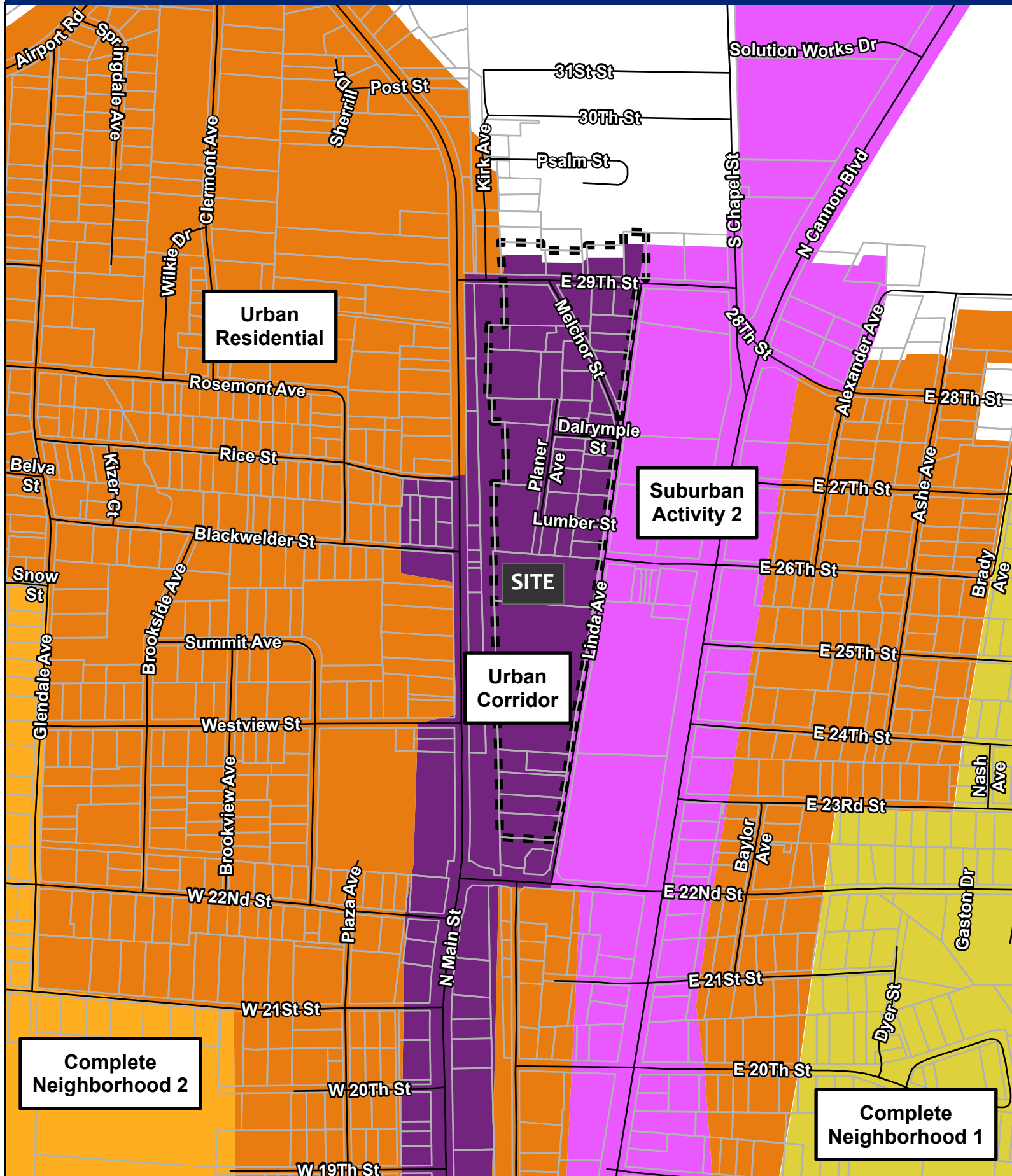
ATTEST:

Bridgette Bell, MCC, NCCMC
City Clerk



Kannapolis 2030 Future Land Use Map

Case Number: CPA-2023-05
Applicant: City of Kannapolis
Melchor St



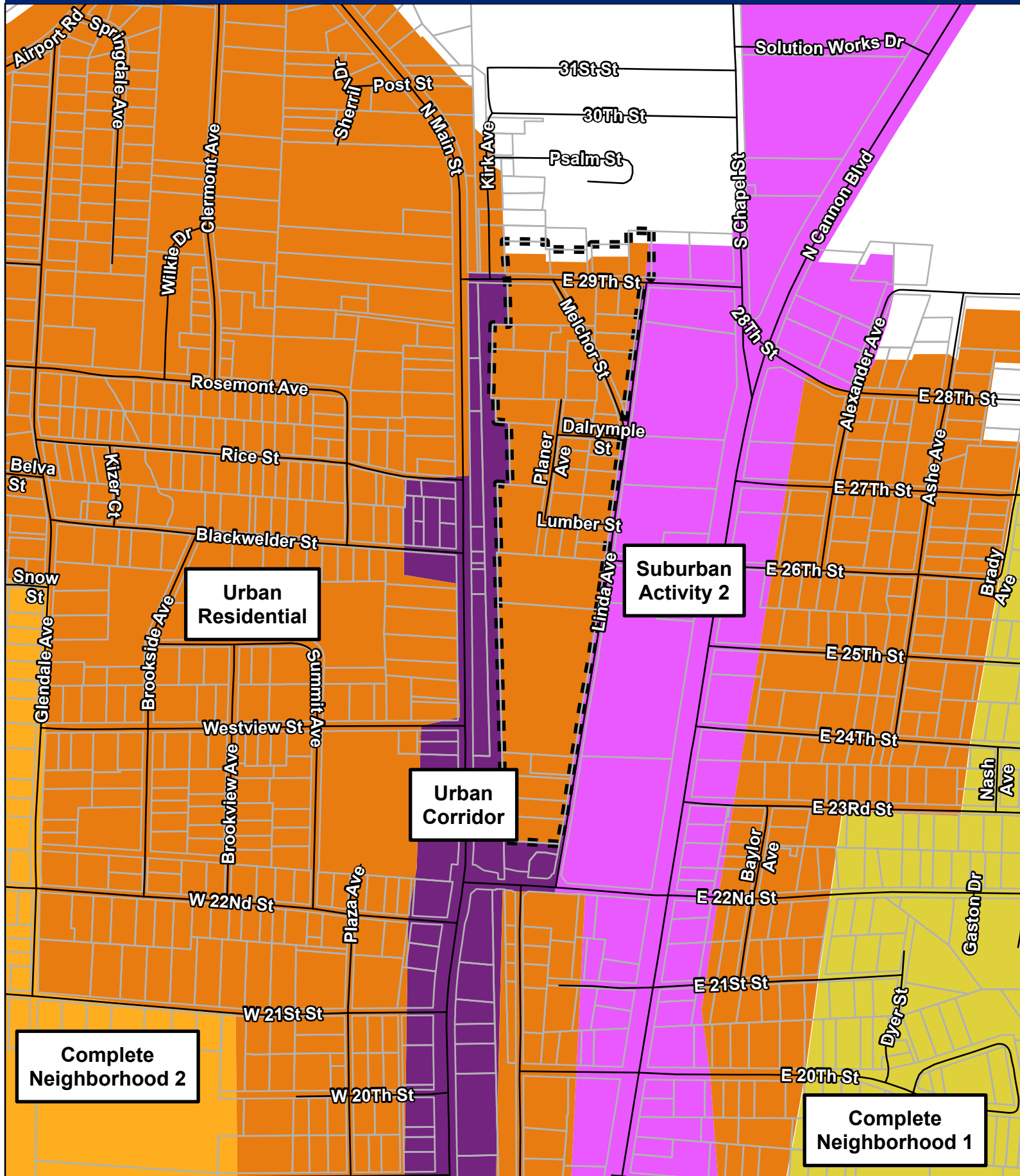


Kannapolis 2030 Future Land Use Map Proposed

Case Number: CPA-2023-05

Applicant: City of Kannapolis

Melchor St





Order Confirmation

Order# 0000850455

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 \$460.72

Payment Amount \$460.72

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

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

0 0 1

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000850455-01	CLS Legal	2 X 47 li	\$0.00

Production Method

AdBooker (liner)

Production Notes

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

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Run Dates 10/13/2023, 10/20/2023

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Run Dates 10/13/2023, 10/14/2023, 10/15/2023, 10/16/2023, 10/17/2023, 10/18/2023, 10/19/2023

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYOCTOBER232023AT600PMTTEXTAMEND
MENTTA202303PUBLICHEARINGTOCONSIDERATEXTAMENDMEN



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Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING
Kannapolis City Council

Monday October 23, 2023 at 6:00 pm

Text Amendment - TA-2023-03 - Public Hearing to consider a text amendment to Article 4, Section 4.3.D(21)a: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO).

Text Amendment - TA-2023-04 - Public Hearing to consider a text amendment to Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO).

Comprehensive Plan Amendment - CPA-2023-05 - Public Hearing to consider an amendment to the Move Kannapolis Forward 2030 Comprehensive Plan "Future Land Use and Character Map" designation of properties located between E 29th Street and E 22nd "Urban Corridor" designation to the "Urban Residential" designation.

Voluntary Annexation A-2023-06 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 9.7 +/- acres located at 9600 Davidson Highway and further identified as Cabarrus County Parcel Identification Number 46822015490000.

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 704-920-4322 or by email at hjames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: October 13, 20, 2023.



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Voluntary Annexation - A-2023-06 - Voluntary annexation of approximately 9.7 +/- acres of non-contiguous property located at 9600 Davidson Highway 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-2023-06 to consider the voluntary annexation of approximately 9.7 +/- acres of non-contiguous property located at 9600 Davidson Highway and further identified as Cabarrus County Parcel Identification Number 46822015490000.
2. Consider adopting Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, Alpesh Patel, submitted an application for a voluntary annexation of approximately 9.7 +/- acres of property located at 9600 Davidson Highway.

On October 9, 2023, City Council adopted a Resolution of Intent to Annex approximately 9.7 +/- acres of non-contiguous property located at 9600 Davidson Highway, authorized the Clerk to Investigate the Intent to Annex, Certify the Sufficiency of the Petition and established a public hearing date of October 23, 2023.

The property is further identified as Cabarrus County Parcel Identification Number 46822015490000 and is presently located in an unincorporated area of Cabarrus County within an area designated as a future growth area for the City of Kannapolis. This request is considered a non-contiguous/satellite annexation.

Fiscal Implications

None

Policy Issues

The property is located in an unincorporated area of Cabarrus County that is currently zoned Countryside Residential (CR). The property is located in 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 County must first direct the City Clerk to Investigate the Intent to Annex and to Certify the Sufficiency

of the petition. City Council must also fix a Public Hearing date for consideration of the petition. At its October 9, 2023 meeting, City Council took action on all of the aforementioned items and set a Public Hearing date for October 23, 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. 9600 Davidson Hwy_Non Contiguous Annexation_SIGNED
2. A-2023-06
3. A-2023-06-BW
4. Public Notice Ad 10.23.2023
5. A-2023-06 - Notice to Concord - Petition to Annex
6. A-2023-06 - Notice to Odell Fire - Petition to Annex
7. A-2023-06 Annexation Ordinance
8. Legal Description
9. 9600 Davidson Hwy annexation survey



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 digital 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: 9600 Davidson Hwy

Applicant: Alpesh Patel

Address: 1483 Coffeetree Drive NW City: Concord State: NC Zip: 28027

Contact number: 785-787-5220 Email: alpeshshell@yahoo.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: A. D. Patel Date: 08-28-2023



PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: _____

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

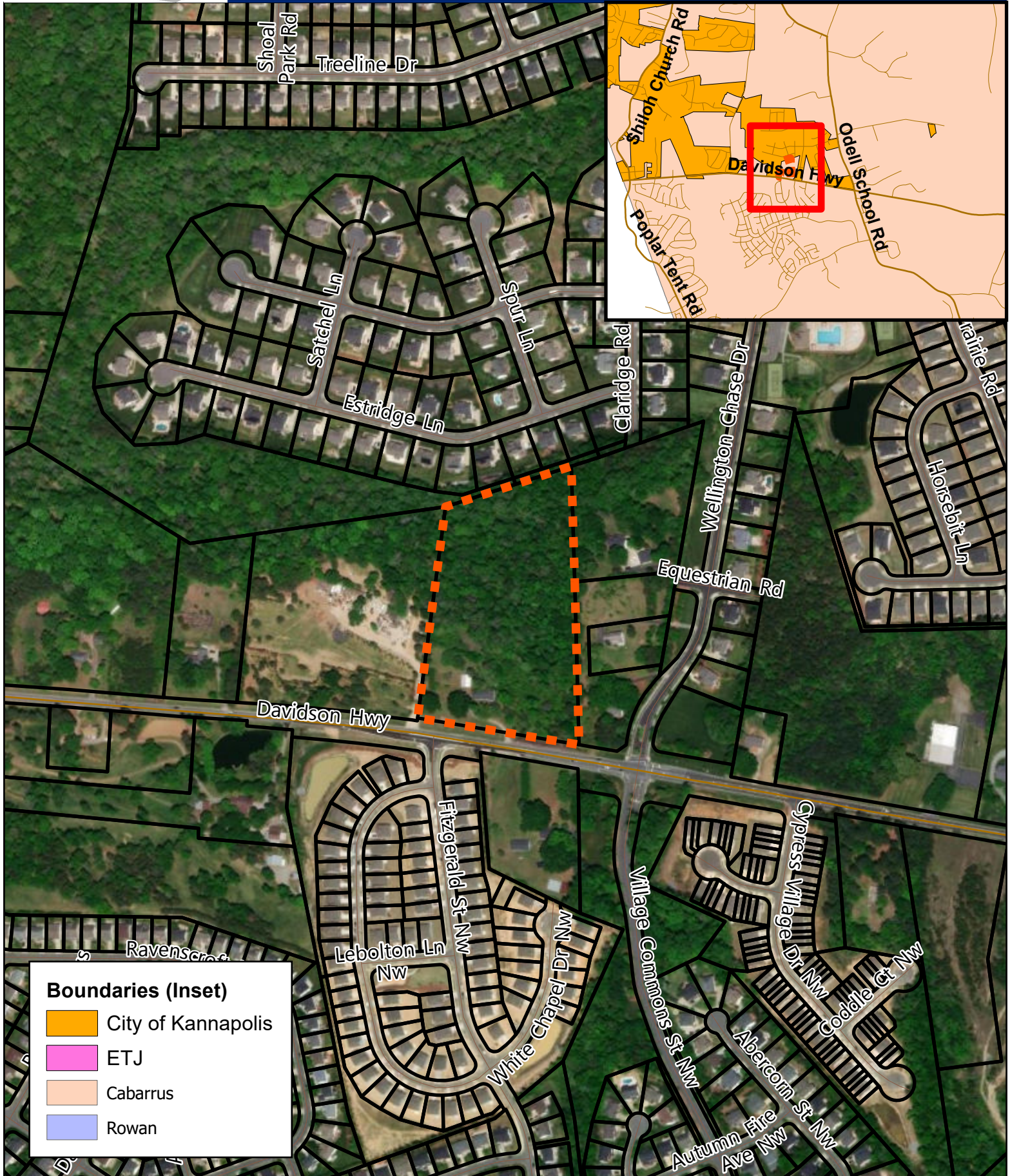
1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 9600 Davidson Hwy, further identified as Cabarrus County Parcel Identification Number 46822015490000, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 9.37 acres, and the boundaries of such territory are as follows:

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

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

<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1. <u>Shirababen K. Patel</u>	<u>1483 Coffeetree Dr. N.W.</u>	<u>S.K. Patel</u>
2. _____	<u>Concord, NC-28027</u>	_____
3. _____	_____	_____
4. _____	_____	_____

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



Boundaries (Inset)

- City of Kannapolis
- ETJ
- Cabarrus
- Rowan





KANNAPOLIS

Vicinity Map

Case Number: A-2023-06
Applicant: Alpesh Patel
9600 Davidson Hwy



0 87.5 175 350



US Feet

Streets

Parcels

Voluntary Annexations

City of Kannapolis

Inset Map

Cabarrus

Rowan

Boundaries (Inset)

City of Kannapolis

ETJ



Order Confirmation

Order# 0000850455

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

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

Fax: 7049337463
EEmail: ap@kannapolisnc.gov

Total Amount \$460.72

Payment Amount \$460.72

Amount Due \$0.00

Tax Amount: 0.00

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Production Notes

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
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Run Dates 10/13/2023, 10/20/2023

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MENTTA202303PUBLICHEARINGTOCONSIDERATEXTAMENDMEN



Order Confirmation

Order# 0000850455

PO Box 27283

Richmond, VA 23261-7283

Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING
Kannapolis City Council

Monday October 23, 2023 at 6:00 pm

Text Amendment - TA-2023-03 - Public Hearing to consider a text amendment to Article 4, Section 4.3.D(21)a: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO).

Text Amendment - TA-2023-04 - Public Hearing to consider a text amendment to Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO).

Comprehensive Plan Amendment - CPA-2023-05 - Public Hearing to consider an amendment to the Move Kannapolis Forward 2030 Comprehensive Plan "Future Land Use and Character Map" designation of properties located between E 29th Street and E 22nd "Urban Corridor" designation to the "Urban Residential" designation.

Voluntary Annexation A-2023-06 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 9.7 +/- acres located at 9600 Davidson Highway and further identified as Cabarrus County Parcel Identification Number 46822015490000.

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 704-920-4322 or by email at hjames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: October 13, 20, 2023.



August 18, 2023

Mr. Lloyd Payne, City Manager
City of Concord
35 Cabarrus Ave W.
Concord, NC 28025

(Via USPS & Email)

Re: Petition for Annexation of property located at 9600 Davidson Highway - Case # A-2023-06

Dear Mr. Payne:

Per the Annexation Agreement between Kannapolis and the City of Concord, the purpose of this letter is to inform you that the City of Kannapolis has received a petition for voluntary annexation of properties located in Area A.1 of the agreement (see attached Petition for Annexation and maps) within which area the City may annex property. More specifically, the approximately 9.7 +/- acres of property requested for annexation is located at 9600 Davidson Highway and is further identified as Cabarrus County PIN #46822015490000.

The Kannapolis City Council will consider this petition for annexation at a public hearing to be held at 6:00 pm in the City Hall Chambers, located at 401 Laureate Way, Kannapolis on Monday August 28, 2023.

The above-referenced property currently has a Cabarrus County Zoning designation of "Countryside Residential (CR)". As is required by the North Carolina General Statutes, an initial City of Kannapolis zoning designation will be applied to the property within 60 days of the effective date of the annexation.

Please feel free to contact me if you have any questions or would like to offer input regarding this annexation petition.

Sincerely,

Richard B. Smith
Planning Director

Attachments

Cc: Mike Legg, City Manager (via email)
Wally Safrit, City Attorney (via email)
Tracy Winecoff, Fire Chief (via email)
Bridgette Bell, City Clerk (via email)
Chief Jake Williams, Odell Fire Department (via email)



August 18, 2023

Chief Jake Williams
Odell Fire Department
9051 Davidson HWY
Concord, NC 28027

(Via USPS & Email)

Re: Petition for Annexation of property located at 9600 Davidson Highway - Case # A-2023-06

Dear Chief Williams:

The purpose of this letter is to inform you that the City of Kannapolis has received a petition for voluntary annexation of property located in the current response area/jurisdiction of Odell Fire Department (see attached Petition for Annexation and Vicinity Map). The subject property is approximately 9.7 +/- acres of property located at 9600 Davidson Highway and further identified as Cabarrus County PIN #46822015490000.

The Kannapolis City Council will consider this petition for annexation at a public hearing to be held at 6:00 pm in the City Hall Chambers, located at 401 Laureate Way, Kannapolis on Monday August 28, 2023.

The above-referenced property currently has a Cabarrus County Zoning designation of "Countryside Residential (CR)". As is required by the North Carolina General Statutes, an initial City of Kannapolis zoning designation must be applied to the property within 60 days of the effective date of the annexation. This annexation will allow development of a park on the west side of the City.

Please feel free to contact me if you have any questions or would like to offer input regarding this annexation petition.

Sincerely,

Richard B. Smith
Planning Director

Attachments

Cc: Mike Legg, City Manager (via email)
Wally Safrit, City Attorney (via email)
Tracy Winecoff, Fire Chief (via email)
Bridgette Bell, City Clerk (via email)
Lloyd Payne, City of Concord City Manager (via email)

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

Annexation 2023-06

WHEREAS, pursuant to Chapter 160A-58 *et seq*, the City Council has stated its intent to annex non-contiguous 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 23rd day of October 2023, after due notice by the Independent Tribune newspaper on the 13th and 20th days of October; 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 23rd day of October 2023, and being more particularly described as Cabarrus County Parcel Identification Number 46822015490000.

SEE METES & BOUNDS DESCRIPTION AND SURVEY

Section 2. Upon and after the 23rd day of October 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 Cabarrus County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Adopted this 23rd day of October 2023

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

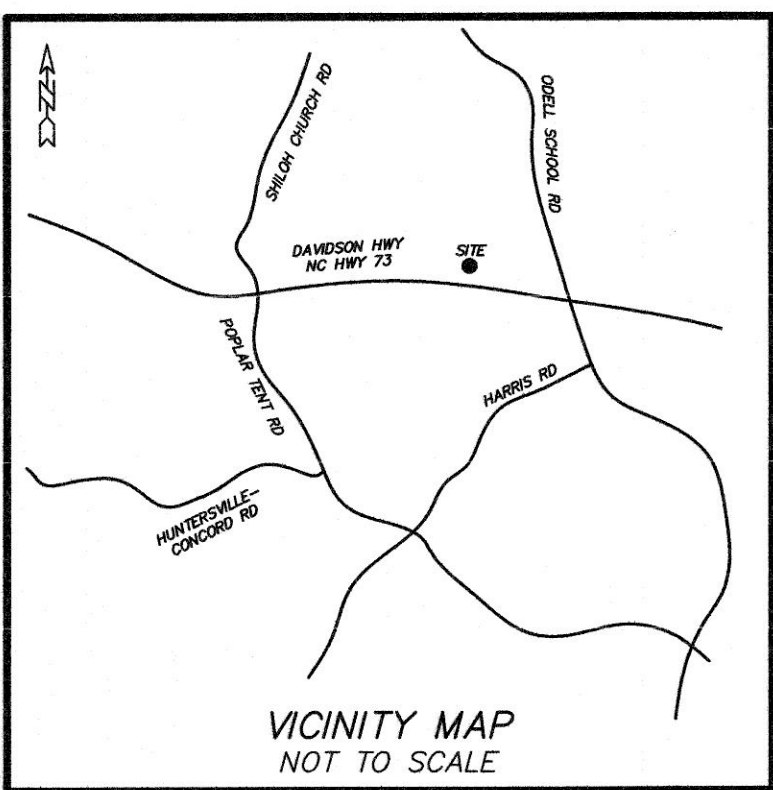
Bridgette Bell, MMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Walter M. Safrit, II, City Attorney

METES AND BOUNDS LEGAL DESCRIPTION

BEGINNING at an existing rebar, being the northwest corner of the property of Brian J & Kelly J Schmidt (nor or formerly) recorded in Deed Book 10976 Page 1, said rebar having North Carolina State Plane Coordinates N: 621,143.13 E: 1,482,399.81 (NAD83/2011, CF: 0.99984971); thence following the common line of Schmidt with a bearing of S 01°21'18" E and a distance of 390.05' to an existing rebar, being the common corner of the property of Eugen & Rosario Dietschi (nor or formerly) recorded in Deed Book 574 Page 630; thence following the common line thereof with a bearing of S 01°39'45" E and a distance of 615.36' (passing a set rebar at 564.33' and an existing pipe at 581.01') to a point at the centerline of Davidson Hwy (N.C. Hwy 73); thence following the centerline thereof with a bearing of N 80°08'28" W and a distance of 552.78' to a point; thence leaving the centerline and following the common line of the property of Big Green Tree Lawn Care Service Inc (now or formerly) recorded in Deed Book 14664 Page 250 with a bearing of N 07°24'33" E and a distance of 780.60' (passing an existing rebar at 30.49' and a set rebar at 50.05') to an existing axle, being the common corner of the property of Wellington Chase Homeowners Association Inc (now or formerly) recorded in Deed Book 8512 Page 298 & Deed Book 9004 Page 232; thence following the common line thereof with a bearing of N 71°53'39" E and a distance of 438.60' to an existing rebar; being the point of BEGINNING, having an area of 9.785 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.



LEGEND:

EIP = EXISTING IRON PIN
OIP = OLD IRON PIPE
SIP = SET IRON PIN
R/W = RIGHT OF WAY
AC = AIR CONDITIONING UNIT
PWR = POWER PAD
PM = POWER METER
PP = POWER POLE
LP = LIGHT POLE
GM = GAS METER
TELE = TELEPHONE PEDESTAL
CATV = CABLE TELEVISION
FOB = FIBER OPTIC BOX
TSB = TRAFFIC SIGNAL BOX
WM = WATER METER
FES = FLARED END SECTION
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CSP = CORRUGATED PLASTIC PIPE
PVC = POLYVINYL CHLORIDE PIPE
DU = DESTINATION UNKNOWN
SDE = STORM DRAINAGE EASEMENT
SDMH = STORM DRAIN MANHOLE
CB = CATCH BASIN
YI = YARD INLET
DI = DROP INLET
SSE = SANITARY SEWER EASEMENT
SSMH = SANITARY SEWER MANHOLE
CO = SEWER CLEAN OUT
BC = BACK OF CURB
(T) = TOTAL DISTANCE
P.O.B. = POINT OF BEGINNING

LEGAL DESCRIPTION

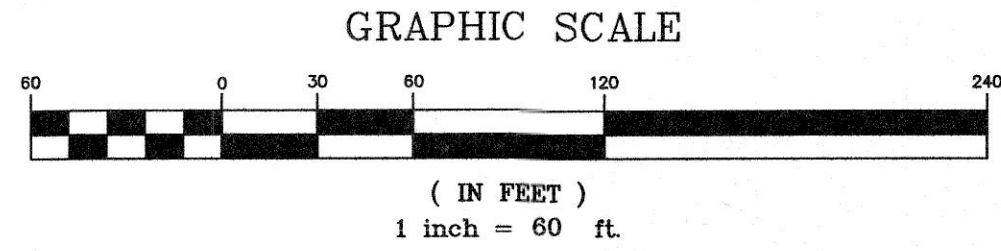
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NOTES:

1. NOT ALL IMPROVEMENTS SHOWN
2. PROPERTY ZONED: CR (SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
3. TAX PARCEL NUMBER 46822015490000.
4. DEED REFERENCE: DB 16069 PG 347.
5. BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
6. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "A" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710468200K, WITH A DATE OF IDENTIFICATION OF 11/16/2018.
7. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, SETBACKS AND BUFFERS INCLUDING THOSE WITHIN THE APPLICABLE UNITED DEVELOPMENT ORDINANCE (UDO), RIGHTS-OF-WAY, IMPERVIOUS AREAS & BUILT UPON AREA (BUA) RESTRICTIONS, AND/OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
8. AREA COMPUTED BY COORDINATE METHOD.
9. UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
10. OFFSITE ADJONER LINES AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
11. LINES SHOWN REPRESENTING FENCES AND WALLS ARE MEASURED FROM THE APPROXIMATE CENTERLINE AND DO NOT ACCOUNT FOR THE THICKNESS, PLUMBNESS OR MEANDER OF THE FENCE UNLESS OTHERWISE STATED.
12. DISTANCES SHOWN ARE GROUND U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

THE FOLLOWING WAS USED TO ESTABLISH N.C.S.P.C. INFORMATION:

- (1) CLASS OF SURVEY: A-URBAN LAND SURVEY
 - (2) POSITIONAL ACCURACY: 0.05"
 - (3) TYPE OF GPS FIELD PROCEDURE: STATIC, ONLINE POSITION USER SERVICE
 - (4) DATE OF SURVEY: 5/15/2023
 - (5) DATUM/EPOCH: NAD 83 (2011), EPOCH 2010
 - (6) PUBLISHED/FIXED-CONTROL USE: CORS SITES
- | DESIGNATION | LATITUDE | LONGITUDE | DISTANCE(m) |
|---------------------------------------|-------------|--------------|-------------|
| DC5757 NCE LEXINGTON CORS APP | N354853.143 | W0801346.202 | 62008.5 |
| DM3985 NCRI ROCKINGHAM CORS APP | N345731.987 | W079474.740 | 100836.2 |
| DC6238 SCWH WHITE ROSE CORS APP | N345857.039 | W081157.440 | 65957.1 |
| DM3523 NCH HICKORY CORS APP | N354431.010 | W081830.934 | 61440.2 |
| A4108 HPT HIGH POINT CORS APP | N355756.496 | W080046.937 | 87705.9 |
| DC7402 NCPI POLKTON CORS APP | N345933.172 | W0801037.857 | 71407.7 |
| DK4043 NCP SPINALA CORS APP | N352153.834 | W0815457.347 | 107238.4 |
| DK4047 NCNW NORTH MILKESBORO CORS APP | N362659.275 | W0810757.224 | 87944.3 |
- (7) GEOID MODEL: GEOID18; NAVD 88
(8) COMBINED GRID FACTOR(S): 0.99984971
(9) UNITS: U.S. SURVEY FEET



REVISIONS:	DATE	SCALE: 1" = 60'
PROJECT: 23-0190		
DRAWN BY: NB		
FIELD WORK: RW/GW/SK		
MAY 25, 2023		
DWG: CARLSON 2023\BA7\Davidson Hwy #9600		
COGO: 2023\D\Davidson Hwy #9600		

21 NCAC 56 .1604: MAP CERTIFICATION

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (TITLE REFERENCES AS SHOWN ON PLAT); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM TITLE REFERENCES AS SHOWN ON PLAT; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY MEETS OR EXCEEDS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600).
THIS 25th DAY OF May 2023
Nathan E. Patel
PROFESSIONAL LAND SURVEYOR



CAROLINA SURVEYORS, INC.

P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267
THOMAS E. WHITE, N.C.P.L.S. & S.C.P.L.S. 704-889-7601
T.E.W@CAROLINASURV.COM
CERTIFICATE OF AUTHORIZATION N.C.G-1242 SC-886

A BOUNDARY SURVEY SHOWING
#9600 DAVIDSON HWY

SURVEYED FOR: ALPHESS PATEL

AREA: 9.785 AC.

TOWNSHIP 3, CABARRUS COUNTY, NORTH CAROLINA

SYMBOL LEGEND

- SET MONUMENT (TYPE INDICATED)
- EXISTING MONUMENT (TYPE INDICATED)
- CALCULATED POINT
- GAS VALVE
- WATER VALVE
- MAIL BOX
- WATER METER
- WELL
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- TELEPHONE/COMMUNICATIONS MANHOLE
- ELECTRIC MANHOLE
- DECIDUOUS TREE
- EVERGREEN TREE
- LIGHT POLE
- POWER/UTILITY POLE
- BACK FLOW PREVENTOR
- GUY WIRE
- CATCH BASIN
- DROP INLET
- YARD INLET

LINE/TYPE LEGEND

- BOUNDARY LINE
- - - TIE LINE
- - - RIGHT OF WAY
- - - APPROXIMATE RIGHT OF WAY (NOT SURVEYED)
- - - ADJONING LINE (NOT SURVEYED)
- x - x - x - FENCE
- - - STORM DRAIN PIPE
- - - OVERHEAD ELECTRIC
- - - SANITARY SEWER PIPE



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Text Amendment TA-2023-04 Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO)

Action Requested by City Council

1. Conduct a Public Hearing and consider adoption of text amendment TA-2023-04
2. Consider Resolution to Adopt a Statement of Consistency for TA-2023-04
3. Consider motion to adopt an Ordinance to Amend text of KDO for TA-2023-04

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Staff is proposing the following text amendment to Section 5.10.D(2).C. to now include the 100+1 Flood Analysis in the appropriate KDO provisions. This amendment is in direct response to some of the more recent flooding incidents in and around the city. Including this provision in our ordinance will allow the City to be more proactive in combatting any potential future flooding issues as growth continues. This specific item will need to be struck from the current list of provisions that presently do not apply to the KDO.

The following sections of the Charlotte Mecklenburg Storm Water Design Manual shall not apply to this Ordinance: 100+1 Flood Analysis, Approximate Flood Limits, Storm Drain Location, Inlet Types and Spacing, Cross Slope, Curb and Gutter, and Detention Facilities Used for Credits, including any references to the Charlotte-Mecklenburg Land Development Standards Manual or to storm water fees. .

The Planning and Zoning Commission recommended approval of TA-2023-04 to City Council at their September 19, 2023 Commission meeting.

Fiscal Implications

None

Policy Issues

The Planning and Zoning Commission recommended approval of TA-2023-04 to City Council at their September 19, 2023 Commission meeting. Pursuant to Section 2.3.A(1)d of the KDO. City Council has final authority to review and make decisions on Zoning Text Amendments.

The proposed text amendment to the KDO is included and shown per staff recommended edits.

Legal Issues

None

Recommendations and Alternate Courses of Action

The Planning & Zoning Commission recommends approval of the proposed text amendment to Article 5, Section 5.10.D(2)C: Use of Charlotte Mecklenburg Storm Water Design Manual of the Kannapolis Development Ordinance (KDO), as shown per staff edits.

The following actions are required to approve TA-2023-04 (Recommended):

Consider Resolution to adopt a Statement of Consistency for TA-2023-04

Consider motion to adopt an Ordinance to Amend text of KDO for TA-2023-04

Alternate Actions:

Take no action on TA-2023-04

Table action on TA-2023-04 to a future date

Attachments

1. TA-2023-04 App
2. TA-2023-04 PZ Signed Statement of Consistency
3. Public Notice Ad 10.23.2023
4. TA-2023-04 Statement of Consistency
5. Ordinance_to_amend_text_of_UDO_-_TA_2023-04



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Zoning Text 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. Please either bring this application to the address above or email to bstanley@kannapolisnc.gov. The fees may also be paid online with a link provided by staff.

APPLICANT

Applicant: City of Kannapolis

SUBMITTAL CHECKLIST

☐

Pre-Application Meeting

☐

Zoning Text Amendment Checklist and Application – Complete with all required signatures

☐

Fee: \$400.00

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 (Section 2.4.F of the 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 third Tuesday at 6:00pm in City Hall Laureate Center. All items listed above on the submittal checklist must be received at least one month prior to the next scheduled public hearing.

Action by Planning and Zoning Commission: The Commission shall consider the text amendment request and make a recommendation to City Council in accordance with Section 2.4.G. of the KDO.

Scope of Approval: City Council may approve or deny the request in accordance with Section 2.5.A(1).

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: 8/22/2023



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

ZONING TEXT AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: City of Kannapolis / Richard Smith

Phone: 704-920-4359

Address: 401 Laureate Way
Kannapolis, NC 28081

Email: rsmith@kannapolisnc.gov

In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

Article 5, Section 5.10.D.2.C: Use of Charlotte Mecklenburg Storm Water Design Manual

State your reasons for amending the text of the Ordinance:

Amendment is needed to include the 100+1 Flood Analysis

I certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Applicant Signature

8/22/2023

Date

Property Owner Signature

Date



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2023-04**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendment to **Article 5, Section 5.10.D(2)c: Use of Charlotte Mecklenburg Storm Water Design Manual**, is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on September 19, 2023 for consideration of text amendment Case# TA-2023-04 as submitted by the Planning Department staff;

NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2023-04 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

Adopted this the 19th Day of September 2023:


Chris Puckett, Chairman
Planning and Zoning Commission

Attest:

Pam Scaggs, Recording Secretary
Planning and Zoning Commission



Order Confirmation

Order# 0000850455

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
EEmail: ap@kannapolisnc.gov

Total Amount \$460.72

Payment Amount \$460.72

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

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

0 0 1

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000850455-01	CLS Legal	2 X 47 li	\$0.00

Production Method
AdBooker (liner)

Production Notes

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

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Council

Run Dates 10/13/2023, 10/20/2023

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

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Council

Run Dates 10/13/2023, 10/14/2023, 10/15/2023, 10/16/2023, 10/17/2023, 10/18/2023, 10/19/2023

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYOCTOBER232023AT600PMTTEXTAMEND
MENTTA202303PUBLICHEARINGTOCONSIDERATEXTAMENDMEN



Order Confirmation

Order# 0000850455

PO Box 27283

Richmond, VA 23261-7283

Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING
Kannapolis City Council

Monday October 23, 2023 at 6:00 pm

Text Amendment - TA-2023-03 - Public Hearing to consider a text amendment to Article 4, Section 4.3.D(21)a: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO).

Text Amendment - TA-2023-04 - Public Hearing to consider a text amendment to Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO).

Comprehensive Plan Amendment - CPA-2023-05 - Public Hearing to consider an amendment to the Move Kannapolis Forward 2030 Comprehensive Plan "Future Land Use and Character Map" designation of properties located between E 29th Street and E 22nd "Urban Corridor" designation to the "Urban Residential" designation.

Voluntary Annexation A-2023-06 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 9.7 +/- acres located at 9600 Davidson Highway and further identified as Cabarrus County Parcel Identification Number 46822015490000.

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 704-920-4322 or by email at hjames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: October 13, 20, 2023.



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
WITH REGARD TO TEXT AMENDMENT TA-2023-04**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendment to **Article 5, Section 5.10.D(2)C.: Use of Charlotte Mecklenburg Storm Water Design Manual, to now include the 100+1 Flood Analysis** is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission, after consideration at its September 19, 2023 meeting, recommended City Council adopt text amendment Case# TA-2023-04 as submitted by the Planning Department staff with the required changes; and

WHEREAS, the City Council conducted a Public Hearing on October 23, 2023 for consideration of TA-2023-04 as recommended by the Planning and Zoning Commission,

NOW, THEREFORE BE IT RESOLVED that the City Council finds the text amendment as represented in Case TA-2023-04 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is approved based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by the Planning and Zoning Commission.

Adopted this the 23rd Day of October 2023:

Milton D. Hinnant, Mayor

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



**AN ORDINANCE TO AMEND TEXT OF THE KANNAPOLIS DEVELOPMENT
ORDINANCE: ARTICLE 5, SECTION 5.10.D(2)C.: USE OF CHARLOTTE
MECKLENBURG STORM WATER DESIGN MANUAL
CASE # TA-2023-04**

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance (“KDO”), the City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on September 19, 2023, recommended City Council approval of a text amendment amending Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual; and

WHEREAS, City Council conducted a public hearing on October 23, 2023 to consider amendments to the above-referenced Articles of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2023-04;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

The following sections of the Charlotte Mecklenburg Storm Water Design Manual shall not apply to this Ordinance: ~~100+1 Flood Analysis~~, Approximate Flood Limits, Storm Drain Location, Inlet Types and Spacing, Cross Slope, Curb and Gutter, and Detention Facilities Used for Credits, including any references to the Charlotte-Mecklenburg Land Development Standards Manual or to storm water fees. Staff has reviewed and is recommending approval of the proposed text amendment.

ADOPTED this the 23rd Day of October 2023:

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Text Amendment TA-2023-03 to Amend Article 4, Section 4.3.D(21)a.: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO)

Action Requested by City Council

1. Conduct a Public Hearing and consider adoption of text amendment TA-2023-03
2. Consider Resolution to Adopt a Statement of Consistency for TA-2023-03
3. Consider motion to adopt an Ordinance to Amend text of KDO for TA-2023-03

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City received an application to amend the solar provisions of the KDO as it relates to residential roof placement. The applicant, Chad Preece, representative for Freedom Solar, LLC, is proposing a text amendment to Section 4.3.D(21)a. of the Kannapolis Development Ordinance (KDO) to remove the location (front) restriction of roof mounted solar panels. Staff supports this proposed text amendment because it provides flexibility for solar options, particularly when solar panel placement on homes are considered small scale and unobtrusive. Furthermore, removing this restriction will allow homes with non-northern exposure fronts to be less restricted on solar panel placement options.

The Planning and Zoning Commission recommended approval of TA-2023-03 to City Council at their September 19, 2023 Commission meeting.

The proposed text amendments to the KDO are attached as Exhibit A and shown in **bold, red text**.

Fiscal Implications

None

Policy Issues

The Planning and Zoning Commission recommended approval of TA-2023-03 to City Council at their September 19, 2023 Commission meeting. Pursuant to Section 2.3.A(1)d of the KDO, City Council has final authority to review and make decisions on Zoning Text Amendments.

The proposed text amendment to the KDO is attached and shown per staff recommended edits

Legal Issues

None

Recommendations and Alternate Courses of Action

The Planning & Zoning Commission recommends approval of the proposed text amendment to Article 4, Section 4.3.D(21)a.: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO), as shown per staff edits.

The following actions are required to approve TA-2023-03 (Recommended):

1. Consider Resolution to adopt a Statement of Consistency for TA-2023-03
2. Consider motion to adopt an Ordinance to Amend text of KDO for TA-2023-03

Alternate Actions:

1. Take no action on TA-2023-03
2. Defer action on TA-2023-03
3. Table action on TA-2023-03

Attachments

1. 5866 Green Maple - Omolaja - TEXT AMND (SIGNED)
2. TA-2023-03 Signed Statement of Consistency
3. Public Notice Ad 10.23.2023
4. TA-2023-03 Statement of Consistency
5. Ordinance_to_amend_text_of_UDO_-_TA_2023-03
6. Exhibit A Proposed Text Amendment



Zoning Text 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. Please either bring this application to the address above or email to bstanley@kannapolisnc.gov. The fees may also be paid online with a link provided by staff.

APPLICANT

Applicant: Freedom Solar, LLC / Chad Preece

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting
- ☒ Zoning Text Amendment Checklist and Application – Complete with all required signatures
- ☒ Fee: \$400.00

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 (Section 2.4.F of the 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 third Tuesday at 6:00pm in City Hall Laureate Center. All items listed above on the submittal checklist must be received at least one month prior to the next scheduled public hearing.

Action by Planning and Zoning Commission: The Commission shall consider the text amendment request and make a recommendation to City Council in accordance with Section 2.4.G. of the KDO.

Scope of Approval: City Council may approve or deny the request in accordance with Section 2.5.A(1).

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: Emmanuel Omelaja
Emmanuel Omelaja (Jul 26, 2023 10:00 AM)

Date: 07/26/23



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

ZONING TEXT AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: Freedom Solar, LLC / Chad Preece
Address: 4502 BENNETT MEMORIAL RD
DURHAM, NC 27705

Phone: 512-766-5765
Email: permitting@freedomsolarpower.com

In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

Please change "... except such equipment is prohibited on front-facing roofs or facades." to read
"... such equipment is also permissible on front-facing roofs or facades. "

State your reasons for amending the text of the Ordinance:

1. Homeowner signed contract for solar installation before July 1, 2023 (when ordinance passed)
2. Homeowner lives in a neighborhood where several homes have (approved) front-facing solar panels
3. Removing/moving front-facing panels will drastically decrease homeowner's energy production

I certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Emmanuel Omolaja
Emmanuel Omolaja (Jul 26, 2023 12:02 EDT)
Applicant Signature

07/26/23

Date

Emmanuel Omolaja
Emmanuel Omolaja (Jul 26, 2023 12:02 EDT)
Property Owner Signature

Date

Zoning Text Amendment

Final Audit Report

2023-07-26

Created:	2023-07-26
By:	Olivia Petitt (opetitt@freedomsolarpower.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYhbs4j-PWIMTJvPAG1EBO4fLoX1lnkSK

"Zoning Text Amendment" History

-  Document created by Olivia Petitt (opetitt@freedomsolarpower.com)
2023-07-26 - 3:52:25 PM GMT
-  Document emailed to omolajat@gmail.com for signature
2023-07-26 - 3:53:53 PM GMT
-  Email viewed by omolajat@gmail.com
2023-07-26 - 4:01:55 PM GMT
-  Signer omolajat@gmail.com entered name at signing as Emmanuel Omolaja
2023-07-26 - 4:02:20 PM GMT
-  Document e-signed by Emmanuel Omolaja (omolajat@gmail.com)
Signature Date: 2023-07-26 - 4:02:22 PM GMT - Time Source: server
-  Agreement completed.
2023-07-26 - 4:02:22 PM GMT



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2023-03**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendment to **Article 4, Section 4.3.D(21)a: Solar Energy Conservation System (Small Scale)**, is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on September 19, 2023 for consideration of text amendment Case# TA-2023-03 as submitted by the Planning Department staff;

NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2023-03 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

Adopted this the 19th Day of September 2023:

Chris Puckett, Chairman
Planning and Zoning Commission

Attest:

Pam Scaggs, Recording Secretary
Planning and Zoning Commission



Order Confirmation

Order# 0000850455

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 \$460.72

Payment Amount \$460.72

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

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

0 0 1

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000850455-01	CLS Legal	2 X 47 li	\$0.00

Production Method
AdBooker (liner)

Production Notes

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

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Council

Run Dates 10/13/2023, 10/20/2023

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

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Council

Run Dates 10/13/2023, 10/14/2023, 10/15/2023, 10/16/2023, 10/17/2023, 10/18/2023, 10/19/2023

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYOCTOBER232023AT600PMTTEXTAMEND
MENTTA202303PUBLICHEARINGTOCONSIDERATEXTAMENDMEN



Order Confirmation

Order# 0000850455

PO Box 27283

Richmond, VA 23261-7283

Ad Content Proof

Note: Ad size does not reflect actual ad



NOTICE OF PUBLIC HEARING
Kannapolis City Council

Monday October 23, 2023 at 6:00 pm

Text Amendment - TA-2023-03 - Public Hearing to consider a text amendment to Article 4, Section 4.3.D(21)a: Solar Energy Conservation System (Small Scale) of the Kannapolis Development Ordinance (KDO).

Text Amendment - TA-2023-04 - Public Hearing to consider a text amendment to Article 5, Section 5.10.D(2).C.: Use of Charlotte Mecklenburg Storm Water Design Manual in the Kannapolis Development Ordinance (KDO).

Comprehensive Plan Amendment - CPA-2023-05 - Public Hearing to consider an amendment to the Move Kannapolis Forward 2030 Comprehensive Plan "Future Land Use and Character Map" designation of properties located between E 29th Street and E 22nd "Urban Corridor" designation to the "Urban Residential" designation.

Voluntary Annexation A-2023-06 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 9.7 +/- acres located at 9600 Davidson Highway and further identified as Cabarrus County Parcel Identification Number 46822015490000.

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 704-920-4322 or by email at hjames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: October 13, 20, 2023.



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
WITH REGARD TO TEXT AMENDMENT TA-2023-03**

WHEREAS, Section 160A-383 (2013), of the North Carolina General Statutes, modified in Section 160D-605, specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

WHEREAS, the text amendment to **Article 4, Section 4.3.D(21)a: Solar Energy Conservation System (Small Scale)**, to remove the location restriction of roof mounted solar panels is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*; and

WHEREAS, the Planning and Zoning Commission, after consideration at its September 19, 2023 meeting, recommended City Council adopt text amendment Case# TA-2023-03 as submitted by the Planning Department staff with the required changes; and

WHEREAS, the City Council conducted a Public Hearing on October 23, 2023 for consideration of TA-2023-03 as recommended by the Planning and Zoning Commission,

NOW, THEREFORE BE IT RESOLVED that the City Council finds the text amendment as represented in Case TA-2023-03 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is approved based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by the Planning and Zoning Commission.

Adopted this the 23rd Day of October 2023:

Milton D. Hinnant, Mayor

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



**AN ORDINANCE TO AMEND TEXT OF THE KANNAPOLIS DEVELOPMENT
ORDINANCE: ARTICLE 4, SECTION 4.3.D(21)a: SOLAR ENERGY CONSERVATION
SYSTEM (SMALL SCALE)**

CASE # TA-2023-03

WHEREAS, per Section 2.3.A(1)d. of the Kannapolis Development Ordinance (“KDO”), the City Council has final authority on zoning text amendments; and

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on September 19, 2023, recommended City Council approval of a text amendment amending Article 4, Section 4.3.D(21)a.: Solar Energy Conservation System (Small Scale) to remove the location restriction of roof mounted solar panels; and

WHEREAS, City Council conducted a public hearing on October 23, 2023 to consider amendments to the above-referenced Articles of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2023-03;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that the above-referenced Articles of the KDO be amended as follows:

The proposed text amendments to the KDO are attached as Exhibit A and shown as **additions**:

ADOPTED this the 23rd Day of October 2023:

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT A
TA-2023-03

(21) SOLAR ENERGY CONVERSION SYSTEM (SMALL-SCALE)

Small-scale solar energy conversion systems shall comply with the following standards:

- a.** Solar energy equipment may be located on the roof of a principal or accessory structure, on the side of such structures, on a pole, or on the ground in accordance with Section 4.3.C, General Standards for all Accessory Uses and Structures, ~~except such equipment is prohibited on front-facing roofs or facades~~. Building-mounted photovoltaic systems are permitted in all districts subject to all necessary permit and building code requirements.
- b.** A roof-mounted system may exceed the height standards of the district in which it is located by up to five feet, or, in the case of an existing structure that exceeds the maximum height standards of the district in which it is located, the system may extend up to five feet above the roof surface.
- c.** Solar energy equipment shall be oriented so as to avoid casting glare onto adjacent lots.
- d.** The property owner shall be responsible for negotiating with other property owners in the vicinity to establish any solar easement designed to protect solar access for the system, and for recording any such solar easement with the appropriate County.



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council

From: Gary Mills, Parks & Recreation Director

Subject: **PUBLIC HEARING** - Conduct a Public Hearing relating to the gratuitous conveyance of real and personal property located at 623 Wilson Street (Lots 7, 8 and 9 of Allison Park) to receive public comments relating to the conveyance pursuant to NCGS 160A-279.

Action Requested by City Council

Conduct a Public Hearing relating to the gratuitous conveyance of real and personal property located at 623 Wilson Street.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City owns surplus real and personal property located at 623 Wilson Street (Lots 7-9 of Allison Park) which was used formerly as a neighborhood park. The park is not used by the community and is in an area that is not conducive for a park. Habitat for Humanity Cabarrus County has expressed interest in the lot to construct a single-family dwelling for a family currently on the Habitat waiting list.

At the October 9th City Council meeting, Council adopted a Resolution for the conveyance of real and personal property to Habitat for Humanity Cabarrus County, Inc., a North Carolina non-profit corporation, and called for a public hearing for October 23, 2023.

The City is further authorized by G.S. 160A-279 to convey real and personal property to non-profit corporations that carry out a public purpose.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. Conduct a Public Hearing relating to the gratuitous conveyance of real and personal property located at 623 Wilson Street as required. (Recommended)
2. Defer action to a future meeting.

Attachments

1. NOTICE OF PUBLIC HEARING (Conveyance of real and personal property Lots 78 and 9 of Allison Park at 623 Wilson St)



NOTICE OF PUBLIC HEARING

On October 9, 2023, the Kannapolis City Council adopted a Resolution for the conveyance of real and personal property to Habitat for Humanity Cabarrus County, Inc., a North Carolina non-profit corporation.

The City will hold a Public Hearing relating to the gratuitous conveyance of real and personal property located at 623 Wilson Street (Lots 7, 8 and 9 of Allison Park) to receive public comments relating to the conveyance pursuant to NCGS 160A-279.

All persons interested in this property, or the conveyance are invited to attend the meeting of the City Council to be held in the Council Chambers at City Hall located at 401 Laureate Way, Kannapolis, North Carolina at 6:00 pm on Monday, October 23, 2023.

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 **Heather B. James, Human Resource Director**, by **phone at 704-920-4322 or by email at hjames@kannapolisnc.gov** as soon as possible but no later than 48 hours before the scheduled event.

ADVERTISING INSTRUCTIONS:

To be published as a Legal Ad on **FRIDAY OCTOBER 13, 2023**

If this date is not acceptable, or any problems please contact immediately:

Bridgette Bell, City Clerk

(704) 920-4303

bbell@kannapolisnc.gov



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City Manager

Subject: **BUDGET ORDINANCE AMENDMENT #24-19** - Appropriating Cash Reserves to fund Parklets on Main Street.

Action Requested by City Council

Motion to adopt a Budget Ordinance Amendment appropriating cash reserves to fund parklets on Main Street

Required Votes to Pass Required Action

Majority Present at Meeting

Background

At the August 14, 2023 City Council Work Session Staff presented the concept of constructing flexible/movable deck-like streetscape improvements to expand the Main Street pedestrian footprint.

This Budget Ordinance amendment will provide funding for these improvements. Prior to considering the Budget Ordinance Amendment, staff will provide City Council with a brief presentation of the final details of this project.

Funding for this project is accounted for in the financial plan tied to the draft Imagine Kannapolis Strategic Plan.

Fiscal Implications

An appropriation of fund balance is needed to fund the parklet option for Main Street.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt a Budget Ordinance Amendment #24-19 appropriating cash reserves to fund parklets on Main Street (Recommended).**
2. Do not approve Budget Ordinance Amendment
3. Table to a future meeting.

Attachments

1. #24-19 Parklet Budget Amendment

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-19**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 23rd day of October 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 budgets the Parklet concept presented to City Council at the August 14th work session. This gives the flexibility of the temporary parklet option on Main Street that can be moved based on the tenant make up as best fit.

SECTION I– GENERAL FUND

Revenues:

Increase – Fund Balance Appropriated	
Revenue: 19900-39900	\$350,000

Expenditure:

Increase – Consultants	\$350,000
Expenditure: 13000-48300	

This ordinance is approved and adopted this 23rd day of October 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Mike Legg, City Manager, Walter Safrit, City Attorney
Subject: **RESOLUTION** - Authorizing the City Manager to execute the Swanee Theatre Reimbursement Agreement and Independent Contractor Agreement.

Action Requested by City Council

Motion to adopt Resolution Authorizing the City Manager to execute the Swanee Theatre Reimbursement Agreement and Independent Contractor Agreement.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In April 2021 the City entered into a series of agreements with West Ave Entertainment LLC ("WAE") to convey ownership of the City-owned Swanee Theatre ("Theatre") for the purpose of WAE renovating the Theatre as a multi-purpose entertainment venue. At that time, the City also granted possession of the Theatre to WAE to facilitate structural and aesthetic improvements to the interior and exterior of the Theatre which was necessary to its operation as an active entertainment venue. The City also agreed to provide a construction loan for the Theatre improvements equal to one-half of the construction costs estimated at the time not to exceed \$1,900,000.00 of which the City has since provided said funds.

It has now been determined that WAE will be unable to complete the acquisition of the Theatre. Irrespective of the ownership, it is clear that the Theatre is an important asset to the ongoing downtown revitalization effort and the operation of the Theatre as improvements constitute a substantial benefit to the City and its citizens.

Reimbursement Agreement

City staff have negotiated the specific reimbursement of costs related to the improvements to the Theatre as well as other business related expenditures beneficial to the City which are memorialized in the Reimbursement Agreement. The total reimbursement to WAE in the agreement is \$1,347,824.87 (see below for more detailed breakdown). The key components of the Reimbursement Agreement are:

1. Reimbursement of construction expenses (\$950,862 in improvement costs - West Avenue Entertainment "WAE" paid portion, \$30,274 in additional improvement costs)
2. Reimbursement of labor costs to renovate the Theatre (\$58,011 in WAE costs, \$88,095 in Swanee Entertainment LLC costs)
3. A Construction Management Fee of \$176,566 (8.5% of total construction costs, including labor).
4. Reimbursement of \$11,792 in contracted services for advanced payment on contracts (entertainers and operational).
5. Reimbursement of \$21,546 in personal property (furniture, fixtures, equipment).

6. Reimbursement of \$10,678 in operating inventory (merchandise, soft drinks, alcohol, bar supplies).
7. Assignment of the two leases to the City (Restoration City Church and King_Guitar).
8. Transfer of all intellectual property to the City.
9. Ownership transfer of all improvements, inventory, personal property, etc. to the City.

Independent Contractor Agreement

It is also believed that the best course of action is to enter into an Independent Contractor Agreement with the current operator of the Theatre (Swanee Entertainment LLC) for a minimum of four months to serve as an operational transition period. The key components of the Independent Contractor Agreement are:

1. City takes control of the Swanee Theatre operations effective November 1, 2023.
2. The term is four-months (11-1-23 through 2-29-24). The agreement provides that any extension is subject to both parties agreeing – with no obligation.
3. The Parks and Recreation Department will oversee and manage the agreement.
4. The agreement essentially provides for turnkey service (most notably day of the event coordination with the performers, crowds, etc.). Performance booking services will also be provided by Swanee Entertainment with input and prior approval from the Parks and Recreation Department.
5. The Operating Fee is \$12,500 per month x 4 months = \$50,000.
6. Effective November 1, 2023, all expenditures (booking fees, alcohol purchases, building overhead costs, etc.) will be the responsibility of the City and all revenues (ticket sales, alcohol sales, merchandise sales, etc.) will accrue to the City.
7. Swanee Entertainment will coordinate marketing and promotion with City input. City will be responsible for third party fees and charges (social media etc.) but must have prior City approval.
8. Swanee Entertainment will coordinate - and provide all labor costs for - event day set up and take-down/cleanup. City will pay Swanee Entertainment documented hourly rates for these services not to exceed \$15/hour.
9. Swanee Entertainment and City will apply to the ABC Commission to transfer the existing ABC Permit to the City. Swanee Entertainment will also apply to the ABC Commission to be “acting manager” of the Swanee until the City’s Permit is approved.
10. Swanee Entertainment will continue to provide bartending and alcohol management services. City will pay Swanee Entertainment documented hourly rates for these services not to exceed \$20/hour.
11. The agreement includes a non-disparagement provision essentially prohibiting both parties from speaking poorly of the other party related to the agreement (and up to 1 year after the expiration of the agreement).

Fiscal Implications

Funds for the Reimbursement Agreement will come from Fund Balance and are included in the draft 6 year Financial Plan. Expenditures for the operation of the Theatre are projected to be off-set by revenues from sales of event tickets, alcohol, concession, and merchandise.

City Council will consider separate budget amendments connected to these agreements.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt** Resolution Authorizing the City Manager to execute the Swanee Theatre Reimbursement Agreement and Independent Contractor Agreement (recommended).
2. Table action to a future meeting.
3. Take no action.

Attachments

1. Resolution - Authorizing City Manager to Execute Documents (Swanee Theatre) 10-20-23
2. Swanee Reimbursement Agreement (City and WAE) 10-18-23
3. Swanee Reimbursement Agreement Exhibit A 10-18-23
4. Swanee Reimbursement Agreement Exhibit B 10-18-23
5. Swanee Reimbursement Agreement Exhibit C 10-18-23
6. Swanee Independent Contractor Agreement 10-18-23

RESOLUTION # _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AGREEMENTS RELATED TO THE IMPROVEMENT AND OPERATION
OF THE SWANEE THEATRE**

WHEREAS, in April 2021 the City of Kannapolis (“City”) entered into a series of agreements with West Ave Entertainment LLC (“WAE”) to convey ownership of the City-owned Swanee Theatre (“Theatre”) for the purpose of WAE renovating the Theatre as a multi-purpose entertainment venue, and

WHEREAS, the City granted possession of the Theatre to WAE to facilitate structural and aesthetic improvements to the interior and exterior to prepare the Theatre for its intended use, and

WHEREAS, the City agreed to provide a construction loan for the Theatre improvements equal to one-half of the construction costs estimated at the time not to exceed \$1,900,000.00 of which the City has since provided said funds, and

WHEREAS, it has been determined that WAE will be unable to complete the acquisition of the Theatre and the City believes that the Theater improvements constitute a substantial benefit to the City property for which WAE should be compensated, and

WHEREAS, the City Manager and staff have negotiated the specific reimbursement of costs related to the improvements to the Theatre as well as other business related expenditures beneficial to the City which are memorialized in the Reimbursement Agreement; and

WHEREAS, it is in the best interests of the City and its ongoing efforts to revitalize Downtown Kannapolis to continue operation of the Theatre for its intended purpose as a multi-purpose entertainment venue; and

WHEREAS, it is the most prudent course of action to enter into an Independent Contractor Agreement with the current operator of the Theatre, Swanee Entertainment LLC for a minimum of four months to serve as an operational transition period; and

WHEREAS, the City Manager and staff have negotiated the terms of the Independent Contractor Agreement; and

THEREFORE, BE IT RESOLVED:

THAT, execution of both the Reimbursement Agreement and the Independent Contractor Agreement is in the best interests of the citizens of the City, its Downtown revitalization efforts and will serve as a significant enhancement to services provided by the City’s Parks and Recreation Department; and

THAT, the City Manager, and his designees are authorized to execute and deliver the Reimbursement Agreement and the Independent Contractor Agreement, including any and all necessary and related documents and agreements to effectuate the intent of the aforementioned Resolution. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file, and record such documents, instruments, notices and records and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make modifications, corrections and clerical revisions as may be necessary and not inconsistent with the intent of this Resolution.

THAT, prior to execution of the Reimbursement Agreement, the City Manager is authorized to adjust the final dollar amounts provided that the total amount does not exceed the total amount presented to City Council concurrent with this Resolution. Notwithstanding the impact on the total amount described above, certain expenditures - subject to prior City approval - may be added for reimbursement provided they are deemed to be critical to the effective and continual operation of the Theatre. These expenditures must have been made between the adoption of this Resolution and the final execution of the agreements.

This Resolution is adopted October 23, 2023.

Milton D. Hinnant Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (the “Agreement”) is made as of this ____ day of October 2023 (the “Effective Date”) by and between WEST AVE ENTERTAINMENT, LLC, a North Carolina limited liability company (“WAE”) and the CITY OF KANNAPOLIS, North Carolina, a North Carolina municipal corporation (“City”). WAE and City are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. On April 26, 2021, WAE and City entered a Purchase and Sale Agreement (the “PSA”) with WAE as WAE and City as seller, to convey City-owned real property and improvements known as the Swanee Theater (the “Property”) for the purpose of WAE redeveloping the Property (the “Project”) as a multi-purpose entertainment venue (“Theatre Activities”).
- B. Contemporaneously with the PSA, the Parties entered into a Pre-Closing Occupancy Agreement (the “Occupancy Agreement”), which granted possession of the Property to WAE for the period of time following the PSA execution to the anticipated closing of the Property sale (the “Occupation Period”).
- C. The purpose of the Occupancy Agreement was to allow WAE the opportunity to make structural and aesthetic improvements to the interior and exterior (“Improvements”) necessary to prepare the Property for its intended use.
- D. In addition to typical real property sales agreement provisions, the City agreed to provide a construction loan for the Improvements equal to one-half of the construction costs estimated at the time not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000.00). The actual costs are set forth in Exhibit “A” attached hereto and incorporated by reference as part of this Agreement.
- E. The Parties agree that the actual costs were necessary and reasonable; however, upon completion, the costs exceeded the estimated costs resulting in the costs and allocation of costs for each Party shown as Exhibit “A”.
- F. The Parties have determined that the WAE will be unable to complete performance as is under the PSA but agree that the Improvements constitute a substantial benefit to the City property for which WAE should be compensated to the extent provided herein under principals of *quantum merit* as shown on Exhibit “A”.

- G. For the avoidance of doubt, certain assets acquired during the Occupation Period as part of the Improvements will be acknowledged as City property.

AGREEMENT

1.0 Preliminary Matters

- 1.1 The Recitals are incorporated as a part of this Agreement.
- 1.2 The Parties agree that, except as otherwise provided, the PSA is terminated.

2.0 Reimbursement

- 2.1 The Parties acknowledge and agree that City has paid \$950,000.00 for the Improvements.
- 2.2 City accepts the statement of costs attached hereto and incorporated herein as Exhibit “A” as a true and accurate listing of the costs incurred by WAE for the Improvements.
- 2.3 The Parties acknowledge and agree that WAE or an affiliated entity has paid \$1,302,946.74 for the Improvements which will substantially and permanently benefit the City’s property and, therefore, shall be reimbursed to WAE as follows:
- a. City shall pay the sum of \$981,136.97 to WAE for Improvement costs.
 - b. City shall pay the sum of \$176,565.66 to WAE for construction management costs.
 - c. City shall pay the sum of \$146,016.11 to WAE for construction labor costs.

3.0 Business Operations

The following documents shall be provided to City:

- 3.1 Existing performance contracts shall be assigned to City.
- 3.2 In its discretion, existing contracts necessary for the operations of the venue shall be assigned to the City. All other contracts shall be terminated by WAE.
- 3.3 The Parties acknowledge and agree that WAE or an affiliated entity has paid \$11,792.00 in advance for certain obligations associated with the contracts described in paragraphs 3.1

and 3.2 above which will substantially benefit the City's property and, therefore, shall be paid to WAE.

- 3.4 City accepts the statement of costs attached hereto and incorporated herein by reference as Exhibit "B" as a true and accurate listing of the costs incurred by WAE for the advanced payment of contractual obligations.
- 3.5 All leases, including but not limited to the Restoration City Church and King Guitar leases, shall be assigned to City.
- 3.6 WAE hereby release and conveys to City any and all ownership interest in any and all intellectual property including but not limited to the name or trade name "Swanee" or "Swanee Theatre", and any related websites, domain rights or social media accounts, sites or platforms, photographs, videos, customer database and vendor database. WAE will assist in the formal transfer of any trademarks and any other intellectual property as may be required.
- 3.7 All tangible and intangible personal property, and operating inventory (the "Personal Property") wherever located which has a useful purpose for operation of Theatre Activities including, by way of example but not by limitation, articles having historical or collectible memorability and ephemera shall belong to City. The Personal Property conveyed to the City is free from any claim or interest by the WAE or third parties except as specifically provided herein and specifically including the property itemized in Exhibit "C" attached hereto and incorporated herein by reference.
- 3.8 The Parties acknowledge and agree that WAE or an affiliated entity has paid \$32,224.13 for the Personal Property referenced in 3.5 and 3.6 above which will substantially benefit the City's property and, therefore, shall be reimbursed to WAE as follows:
 - a. City shall pay the sum of \$21,545.15 to WAE for tangible personal property.
 - b. City shall pay the sum of \$10,677.98 to WAE for operating inventory.
- 3.9 City accepts the statement of costs attached hereto and incorporated herein as Exhibit "C" as a true and accurate listing of the costs incurred by WAE for the Personal Property.

4.0 Miscellaneous

- 4.1 The funds for described in paragraphs 2.3, 3.3 and 3.8 shall be paid by wire transfer to WAE at the account or address specified by WAE to City in writing.
- 4.2 WAE represents, warrants, and agrees that WAE is not subject to any restriction which would prevent or restrict the transactions contemplated by the Agreement.
- 4.3 WAE agrees to defend, indemnify and hold City harmless against any and all damage, liability, loss, cost, expense, penalty or deficiency, including, without limitation reasonable attorneys' fees and other costs and expensed incident to investigation and defense of any such matter (hereinafter referred to collectively as "Damages") to which WAE or City may become subject by virtue of a third party claim within five years after the execution of this Agreement insofar as such damages arise out of or are based upon any failure of WAE to perform or discharge when and as due any commitment, indebtedness, liability or obligation to any third party (s) while in possession of the Property and which preceded this Agreement.
- 4.4 WAE further specifically agrees to defend, indemnify and hold harmless City for any existing and future liabilities of the WAE from and after the date of this Agreement, whether known or unknown, for operation expenses arising during WAE possession of the Property.
- 4.5 Without further consideration, each Party shall at any time, and from time to time, execute and deliver to any other Party such further documents, and take such other action, as any other Party may reasonably request in order to effectuate the purposes of this Agreement. Shareholder will assign all contract rights as requested by Buyer.
- 4.6 All understandings and agreements heretofore had between the Parties are merged in this Agreement and the related agreements executed in conjunction with this Agreement, all of which together fully and completely express their agreement, and no representations or warranties have been made by any Party to another Party except as are herein expressly set forth or required pursuant to this Agreement and the related agreements executed in conjunction with this Agreement.
- 4.7 The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

- 4.8 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- 4.9 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
- 4.10 Waiver by a Party of a Breach of any provision of this Agreement shall not operate as nor be construed as a waiver of any subsequent breach thereof.
- 4.11 This Agreement shall not be amended except by a writing executed by all Parties.
- 4.12 If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.
- 4.13 This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 4.14 Time is of the essence in all parts of this agreement.
- 4.15 City does not assume or become liable or obligated in any way for any debts or claims against WAE. WAE shall retain and remain solely liable for any obligation to pay, perform and discharge all liabilities of WAE, regardless of when asserted.
- 4.16 The undersigned has the right and authority to execute this agreement on behalf of West Ave Entertainment, LLC.

CITY

City of Kannapolis, North Carolina,

a North Carolina municipal corporation

Michael B. Legg, City Manager

WAE

WEST AVE ENTERTAINMENT, LLC,

a North Carolina limited liability company

Kent Gregory, Manager

EXHIBIT A

A. City of Kannapolis Reimbursements to West Ave Entertainment

Matched dollar for dollar by CMG/Kent Gregory per previous agreement

CMG/KG Check #s	City Check #	Amount	Date	Invoice	
1001-1009, Inv 3061	144872	\$48,500.46	10/22/2021	1050	
1010-1012	144872	\$56,270.27	10/22/2021	1051	
1013-1015, 1017-1018, 1020-1022	145035	\$65,967.93	12/16/2021	1052	
1024-1027, 1029-1033	145205	\$213,351.67	4/29/2022	1053	
1034-1044	145625	\$89,334.76	8/12/2022	1054	
1047-1052, 1054-1063, 1065-1068,	145671	\$152,251.11	9/30/2022	1055	
1072-1078, 1081-1083, 1085-1092, 1094-1097, 1101-1113	145679	\$154,501.67	9/1/2022	1056	
1125, 1127, 1129-1130, 1132-1135, 1141, 1144-1147, 1149	145821	\$59,670.78	10/1/2022	1057	
1003-1013, 1022, 1025, 1028-1029, 1031-1034, 1038-1039, 1081 SWE (c/c WAE & c/c CMG),	146609	\$110,151.35	4/1/2023	1058	Original Invoice amount was \$110,582.85 and City Paid \$110,151.35 which was \$431.50 over the \$950,000 reimbursement limit.
City Previously Reimbursed Costs to WAE		\$950,000.00			
WAE Previously Unreimbursed Costs		\$950,862.00			
Reimbursement Total		\$950,862.00			

Invoice 1050	
City Total Reimbursement to WAE:	\$48,500.46

Check 1001
Jordan's of Asheboro, Inc - Theater Window Opening
Total \$11,400.00
City \$5,700.00

Check 1002
JR Ritchie Electric - Demo - Disconnect lights, remove track lights and old wiring.
Total \$5,675.00
City \$2,837.50

Check 1003
VCMech, LLC - Construction Dumpster Fee & Upstairs Demo
City \$11,794.48

Check 1004
Fairborn Equipment Co - 50% deposit for Model. C2400 Insulated Sectional Door.
Total \$3,585.00
Deposit Down \$1,792.00
City \$896.00

Check 1005
Hinson Electrical - Temporary String lights in ground level Theatre with scissor lift.
Total \$615.00
City \$307.50

Check 1006
Able Roofing - New Shingle Roof and reseal gutters.
Total \$18,690.00
City \$9,345.00

Check 1007
Carolina Fire Control, Inc. Contract total is for \$89,400 with a payment of \$15,645.00 7/27/21.
City \$7,822.50

Invoice 3061
Kannapolis Retail Venture - Demo/Labor 112 Hours
Total \$1680.00
City \$840.00

Check 1008
VCMech - Demolition of floor, etc. Upstairs Window

and frame/support.
Total \$16,664.96
City \$8,332.48

Check 1009
JR Ritchie Demo & Lights in Basement
Total \$1,250.00
City \$625.00

Invoice 1051	
City Total Reimbursement to WAE:	\$56,270.27

Check 1010
VCMech, LLC - Engineering for Swanee Theatre
Floor Upgrade \$5,347.00
Dumpster Fees \$1489.46
Lift Rental July & August \$7,630.82
Swanee Floor Rebuild \$48,152.76
Total \$62,620.54
City \$31,310.27

Check 1011
Carolina Fire Control - Application payment #2
Total \$49,170.00
City \$24,585.00

Check 1012
AL Construction - Drywall Patching
Total \$750
City \$375.00

Invoice 1052	
City Total Reimbursement to WAE:	\$65,967.93

Check 1013
Able Rooting-Replaced exterior root, includes removal
replacement and all gutters and down spouts and trash disposal
and clean up.
Total \$71,520.00
City \$35,760.00

Check 1014
Christion De Santiago
Total \$2,321.42
City \$1160.71

Check 1015
Fairborn Equipment Company-Insulation Sectional Doors
Total \$1,792.00
City \$896.00

Check 1017
Carolina Fire Control – Fire system
Total \$16,515.00
City \$8,257.50

Check 1018
SE Systems: Digital Communication
Total \$873.64
City \$436.82

Check 1020
VCM: Mezzanine Blast/Door Casings/ Equipment Rental
Total \$14,883.54
City \$7,441.77

Check 1021
Milligan Architecture
Total \$21,280.25
City \$10,640.13

Check 1022
GAR Engineering, Mechanical & Plumbing Design
Deposit down \$2,750.00 (total \$5,500.00)
City \$1,375.00

Invoice 1053	
City Total Reimbursement to WAE:	\$213,351.67

Check 1024

Able Exterior Roofing-Replacement of exterior roof and the moving of drains.

Total \$4,045.75

City \$2,022.88

Check 1025

HVAC – Leonard & Son

Total \$121,000

City \$60,500.00

Check 1026

ARK Construction – Demolition

Total \$10,980.50

City \$5,490.25

Check 1027

VCM-Stage demo & emergency steps

Total \$50,678.61

City \$25,339.31

Check 1029

One Diversified LLC

Total \$200,573.76

City \$100,286.88

Check 1030

GAR Engineering -Plumbing & Mechanical Design

Total \$2,750.00

City \$1,375.00

Check 1031

Able Exterior Roofing- Lift Rental

Total \$2,187.69

City \$1,093.85

Check 1032

Carolina Sign & Wonders-Sign deposit

Total \$22,056.49

City \$11,028.25

Check 1033

ARK Construction – Bathroom Demo

Total \$12,430.50

City \$6,215.25

Invoice 1054	
City Total Reimbursement to WAE:	\$89,334.76

Check 1034

Cristian De Santiago, painting

Total \$8,000.00

City \$4,000.00

Check 1035

Milligan Architecture

Total \$11,640.00

City \$5,820.00

Check 1036

Cristian De Santiago, Painting deposit

Total \$5,000.00

City \$2,500.00

Check 1037

Cristian De Santiago Painting/drywall – Final payment

Total \$9,000.00

City \$4,500.00

Check 1038

Galaxy Granite countertops- deposit
Total \$2,695.00
City \$1,347.50

Check 1039
JR Ritchie Electrical - Lighting package deposit
Total \$29,640.00
City \$14,820.00

Check 1040
Moose plumbing & mechanical – permit/excavation and removal of asphalt.
Total \$3,945.00
City \$1,972.50

Check 1041
AL Construction – dry wall and sheet rock framing and patching.
Total \$22,054.52
City \$11,027.26

Check 1042
Leonard & Son -Mechanical Installation of HVAC
Total \$81,000.00
City \$40,500.00

Check 1043
Galaxy Granite Countertops-Final payment on granite counter tops
Total \$2,695.00
City \$1,347.50

Check 1044
Spray Foam Insulation, LLC
Total \$3,000.00
City \$1,500.00

Invoice 1055	
City Total Reimbursement to WAE:	\$152,251.11

Check 1047
Belnick Retail, LLC Swanee Chairs
Total \$30,618.51
City \$15,309.26

Check 1048
VCM - Swanee Duct
Total \$3,375.77
City \$1,687.89

Check 1049
Seven Oaks Doors & Hardware
Total \$1,884.88
City \$942.44

Check 1050
Milligan Architecture
Total \$5,400.00
City \$2,700.00

Check 1051
Leonard and Son Mechanical
Total \$540.00
City \$270.00

Check 1052
AL Construction Drywall/Patch and Acoustic Ceiling
Total \$3,625.00
City \$1,812.50

Check 1054
JR Ritchie Electric
Total \$62,645.92
City \$31,322.96

Check 1055
Cristian De Santiago
Total \$1,925

City \$962.50

Check 1056

JR Ritchie Electric
Total \$500.00
City \$250.00

Check 1057

Leonard & Son Mechanical
Total \$6,800
City \$3,400.00

Check 1058

VCM LLC
Total \$44,121.07
City \$22,060.54

Check 1059

EM Hardwood Floors
Total \$8,591.00
City \$4,295.50

Check 1060

Ferguson Waterworks
Total \$12,411.23
City \$6,205.62

Check 1061

Core & Main
Total \$4,434.21
City \$2,217.11

Check 1062

Brute Enterprise
Total \$8,500
City \$4,250.00

Check 1063

Michael Matthew Refrigeration
Total \$5,000 (deposit)
City \$2,500.00

Check 1065

JR Ritchie Electric Final Draw
Total \$62,645.92
City \$31,322.96

Check 1066

United Rentals
Total \$1,929.55
City \$964.78

Check 1067

VCM LLC
Total \$23,854.10
City \$11,927.05

Check 1068

ML Surface Solutions
Total \$14,000
City \$7,000.00

Check 1070

Granite Galaxy Countertops
Total \$700
City \$350.00

Check 1071

Michael Matthews Refrigeration
Total \$1,000
City \$500.00

Invoice 1056	
City Total Reimbursement to WAE:	\$154,501.67

Check 1072

AK Tile & Marble - Tile work for all bathrooms and lobby

Total \$7,928

City \$3,964.00

Check 1073

AL Construction install drywall and patch back of the building, bathrooms on 2nd floor and entry area.

Total \$4,895

City \$2,447.50

Check 1074

wra

Total \$12,100.00

City \$6,050.00

Check 1075

GMC Glass - Replacement windows

Total \$33,236

City \$16,618.00

Check 1076

Moose Plumbing- Plumbing Rough In

Total \$21,667.50

City \$10,833.75

Check 1077

Seven Oaks & Doors- Door hinges & Strike Plates

Total \$1,903.07

City \$951.54

Check 1078

Atlantic American Properties-Furniture (tables, chairs, etc. from Murdock)

Total \$3,710

City \$1,855.00

Check 1081

Pepsi Bottling Ventures

Total \$157.11

City \$78.56

Check 1082

Travis Whittington - Lowes Materials/Receipt

Total \$125.96

City \$62.98

Check 1083

Miguel Banderas - Lowes Materials/Receipts

Total \$12.80

City \$6.40

Check 1085

A&B Hardwood Floors

Total \$1,623.00

City \$811.50

Check 1086

Able Roofing & Exterior- holes patched and installed overflow with 6 boots.

Total \$1,169.75

City \$584.87

Check 1087

AL Construction-Patch drywall, walls, and ceiling

Total \$2,600

City \$1,300.00

Check 1088

Christian De Santiago-Paint back of Swanee exterior building, Three bathrooms and entry desk area.

Total \$2,950

City \$1,475.00

Check 1089

Michael Matthews Refrigeration-Final payment for walk in cooler.

Total \$6,000
City \$3,000.00

Check 1090
Pro Cal Printing & Graphics-Bar Wrap
Total \$727.60
City \$363.80

Check 1091
United Rentals-Core Bit
Total \$487.63
City \$243.81

Check 1092
VCMech LLC
Total \$26,142.74
City \$13,071.37

Check 1094
Jordan's of Asheboro- Saw cut and removal for two doors on for
loading dock equipment.
Total \$18,100
City \$9,050.00

Check 1095
JR Ritchie Electric- partial draw for contract and change order 8482, 8543
Total \$55,592.22
City \$27,796.11

Check 1096
Morrison Services 1 - Construction Cleanup
Total \$200.00
City \$100.00

Check 1097
Signs Designed of Charlotte-ADA custom accessible signage.
Total \$104.06
City \$52.03

Check 1101
EM Hardwood Floors, Inc-Hardwood floor Sanding and application of stain.
Total \$2,709.00
City \$1,354.50

Check 1102 & 1103
Randall S. Crocker - Air Compressor
Total \$5,350.00
City \$2,675.00

Check 1104
JR Ritchie Electric-Final contract draw and change order 8558.
Total \$16,486.48
City \$8,243.24

Check 1105
Moose Plumbing-Plumbing final per plans approved.
Total \$16,827.87
City \$8,413.94

Check 1106
Morrison Services 1 - Cleaning
Total \$300.00
City \$150.00

Check 1107
NuCO2 - CO2 Tanks and nitrogen generator
Total \$375.57
City \$187.78

Check 1108
Protection System Technologies fire alarm monitoring set up.
Total \$510.00
City \$255.00

Check 1109

Quality Remodeling - Misc framework, level step and water supply closet.
Total \$2,078.07
City \$1,039.03

Check 1110
Secure Canopy- Alarm System and Cameras
Total \$4,951.77
City \$2,475.89

Check 1111
Seven Oaks Doors & Hardware-Exit device and falcon 4023
Total \$747.38
City \$373.69

Check 1112
United Rentals- (2) scissor lifts 19'
Total \$4,080.05
City \$2,040.03

Check 1113
VCMech, LLC- ac wall mounts, construction dumpster, torklift rental, Swanee container legs, platform extension, exit steps and ss panels.
Total \$53,154.70
City \$26,577.35

Invoice 1057	
City Total Reimbursement to WAE:	\$59,670.78

Check 1125
Able Exterior Roofing - Material and Labor for Marquee Signage
Total \$8,311.40
City \$4,155.70

Check 1127
JR Ritchie Electric Miscellaneous Electrical Work as requested.
Total \$10,800
City \$5,400.00

Check 1129
Pro Cal Printing & Graphics - Logos & Decals
Total \$792.11
City \$396.06

Check 1130
Quality Remodeling - Marquee Frame wood and bolt to metal beams.
Total \$1,850.00
City \$925.00

Check 1132
Seven Oaks & Doors Hardware - Gold Exit Only Devices and Mortise Hinges.
Total \$561.54
City \$280.77

Check 1133
US Medical Supplies - Lift with Gate - Highlander
Total \$11,194.34
City \$5,597.17

Check 1134
VCMech, LLC Marquee Sign/Engineering
Total \$48,446.14
City \$24,223.07

Check 1135
Morrison Bros - Materials
Total \$1,054.52
City \$527.26

Check 1141
Charles J Cooley - Concrete for Swanee
Total \$3,145.28
City \$1,572.64

Check 1144

Cristian De Santiago Painting of the 2 containers, stairs, and application of 3rd coat at drop off door. Paint front windows and exterior doors.
Total \$1,950.00
City \$975.00

Check 1145
Morrison Bros Building Materials
Total \$1,001.73
City \$500.87

Check 1146
Secure Canopy Video Surveillance System
Total \$18,051.12
City \$9,025.56

Check 1147
United Rentals - Equipment Rental
Total \$2,888.80
City \$1,444.40

Check 1149
CBG Draft Services Installation
Total \$9,294.56
City \$4,647.28

Invoice 1058	
City Total Reimbursement to WAE:	\$110,151.35

NOTE: \$110,582.85 was submitted for payment which exceeded the maximum \$950,000 reimbursement allowance per the COK/WAE Agreement

Check 1003
Able Exterior Roofing - Roof Small Section with Shingles
Total \$650.09
City \$325.04

Check 1004
Moose Plumbing - Sump Pump/Water Heater & Kitchen Plumbing
Total \$5,549.80
City \$2,774.90

Check 1006
Pro Cal Printing & Graphics - Signage for bathrooms, dressing rooms and above counter.
Total \$163.17
City \$81.59

Check 1007
VCMech, LLC Swanee Marquee Sign Roof
Total \$6,895.00
City \$3,447.50

Check 1008
Carolina Fire Control - Final Payment for Sprinkler System
Total \$12,478.14
City \$6,239.07

Check 1009
Protection system technologies Fire Alarm System Installation & Materials
Total \$21,324.04
City \$10,662.02

Check 1010
VCMech LLC Forklift Rental
Total \$2,549.08
City \$1,274.54

Check 1011
GMC Glass Marquee Sign Metal Trim
Total \$8,976.00
City \$4,488.00

Check 1012
Carolina Sign & Wonders Final Payment for Marquee Signage

Total \$23,585.52
City \$11,792.76

Check 1013

JR Ritchie Electric Wired electric for air compressor & Water Heaters
Total \$4,625.00
City \$2,312.50

Check 1022

VCMech LLC Airhorn and Piping Install
Total \$2,677.19
City \$1,338.60

Check 1025

VCMech, LLC LL Flooring & Supplies for Green Room
Total \$201.10
City \$100.55

Check 1028

JR Ritchie Electric Marquee Lights and installation of lights.
Added Switch to Riser Room on overhead lights and removed
floor receptacle
Total \$4,220.00
City \$2,110.00

Check 1029

Seven Oaks Doors Stalls & urinal screen/floor mounted and overhead braced.
Total \$2,405.36
City \$1,202.68

Check 1031

Able Exterior Roofing Upfit in Shingles for Swanee
Total \$743.87
City \$371.94

Check 1032

Moose Plumbing Installation of epoxy liner under greenroom
bathroom main drain due to old corroded piping.
Total \$765.00
City \$382.50

Check 1033

Seven Oaks Doors Overhead bracing for three stalls and one
urinal - standard hardware.
Total \$232.36
City \$116.18

C/C WAE Charge 013023

Inv 5165 Chair Lift from Affordable Lifts
Total \$4,395.00
City \$2,197.50

Check 1034

Swanee Lift Installation Inv 2412
Total \$812.00
City \$406.00

Check 1038

JR Ritchie Electric added an RV & Outside Lift Receptacle
Total \$1,650.00
City \$825.00

Check 1039

Secure Canopy Installation of assure lock.
Total \$340.20
City \$170.10

CC WAE Charge 072522

City of Kannapolis Planning Permit
Total \$1,130.95
City \$565.47

C/C WAE Charge 080522

Crafty Beer Guys - 1/2 of invoice paid for draft services and
installation at the Swanee (with additional piece of equipment
added to order)

Total \$9,231.59
City \$4,615.79

Check 1005

My Favorite Upholstery - chaise, bed chaise and ottoman recovered.
Total \$1,000
City \$500.00

Check 1081 SWE

World Class Acoustical Visual Elements (WAVE)- Design - Major
Equipment for Acoustic/Media Room Order # S220544
Total \$2,450.00
City \$1,225.00

C/C Receipts from CMG

All Receipts that were paid by Charles Management Group for Swanee Construction.
Total \$102,115.25
City: \$51,057.62

EXHIBIT A

B. Additional Improvement Costs - WAE LLC and SE LLC

Improvement	Amount	Description
Construction Materials (Core & Main/Fire Sprinkler)	\$16,760.01	Midland Contracting (to be paid) \$6,844.01 Labor - \$9,916.00
Table Brackets	\$2,587.50	WAE Check 1043 on 04/20/23 VCMech
Back Bar & Materials	\$1,710.66	As of 07/05/23 (to be paid) Quality Remodeling
Front New Bar Area	\$581.44	Lowe's/Donovan Reimbursement \$581.44 on 6/29/23
Front New Bar Area	\$45.46	Sherwin Williams \$45.46 6/29/23) Quality Remodeling
Tile work for green room, bath rooms, and shower stall	\$2,625.00	Check 1015 on 12/28/22 WAE paid- AK Tile Marble
Door knobs and locks	\$13.45	Check 1001 on 10/14/22 WAE paid- Andy Plummer
Additional camera/door contact for green room	\$107.00	Check 1021 on 1/11/23 by WAE paid- Secure Canopy
Pod Cast Room Flooring, Pine & Trim Moulding	\$921.60	WAE Reimbursed Swanee Entertainment 2/13/23 (Acct Transfer) Lowe's/Home Depot
Tie existing spigot and run pex to water heater feed line	\$180.00	08.30.23 Moose Plumbing & Mechanical, LLC
New Swanee Bar - Radiatta 1/2" Ply	\$125.57	07.13.23 Ck. 1432 Inv 91140 Statement 27 - Morrison Brothers
Materials on Swanee Bar Addition	\$301.44	08.30.23 Reimbursement for Stuart Donovan Long. Pd from Swanee
Electric Core Drill for bar area Pd from Swanee Ent	\$427.60	08.30.23 Inv. 208376198-015 United Rentals
Podcast Room	\$95.19	Lowe's - Construction 01/23-02/23
Podcast Room	\$118.24	Lowe's - Construction 01/23-02/23
Podcast Room	82.86	Northern Tool - Construction 01/23-02/23
Podcast Room	\$156.31	Lowe's - Construction 01/23-02/23
Fan Duster	\$12.04	11.17.22 Home Depot. Southeastern Development & Marketing
Adapter/PVC	\$19.63	11.17.22 Lowe's. Ken Lingafelt
Swanee Door Repair - Sheet Rock Frame - Labor Only.Sand and Clean Up Green Room	\$75.00	11.03.22 Inv 168572 Anthony Goodman
Fogger, Wasp Spray, Roller, Pro Claw Molding	\$109.61	11.17.22 Lowe's. Southeastern Development & Marketing
Epoxy	\$113.38	11.17.22 Lowe's. Ken Lingafelt
Shelf Brackets	\$125.17	11.17.22 Lowe's HD Ken Lingafelt
Closet Organizer/Cable Ties/Rod Support	\$137.67	11.17.22 Lowe's Ken Lingafelt
Fire Extinguisher Maintenance	\$209.14	11.22.22 Inv. C570727 Fire Control Systems
Anchor added for flush assembly for urinal due to vandalism prevention.	\$210.00	06.26.23 Inv 501 Moose Plumbing & Mechanical, LLC 6.15.23?
Paint/Paint Brush - Lowe's	\$218.77	11.17.22. Ken Lingafelt
Epoxy Gray & Rollers	\$226.33	12.01.22 Lowe's
Added additional switch for back door garage lift, receptacle in connex trailer. Added receptacle for Rope lights behind bar and replaced occupancy sensor with switch.	\$300.00	Inv 17566 J.R. Ritchie Electric, Inc

Air Filters for Swanee Theatre per Ken	\$475.00	05.04.23 Leonard & Son Mechanical Inc
Green Room/Swanee Shower Rough In	\$600.00	12.09.22 Inv. 343 Moose Plumbing & Mechanical, LLC
Barn Door/Concrete Mix	\$645.39	11.17.22 . Southeastern Development & Marketin
Metal Screws, glue, self drill screws	\$41.37	01.24.23 Lowes
Reimbursement Total	\$30,274.97	

EXHIBIT A**C. Construction Labor Cost (Contract) Paid By West Ave Entertainment LLC**

Date	Trans.Type	Num.	Name	Memo/Description	Amount
02/22/2022	Check	1037	Whittington, Travis	2-7 thru 2-18-22 Swanee- construction Labor	\$1,215.00
03/04/2022	Check	1045	Whittington, Travis	2-21 thru 3-4-22 Swanee-construction labor	\$705.00
03/22/2022	Check	1055	Whittington, Travis	3-7 thru 3-18 Swanee - construction labor	\$564.00
04/05/2022	Check	1076	Kenneth Anderson Plummer	3-21 thru 3-31 54.28 hrs. Swanee Construction Labor	\$1,085.60
04/05/2022	Check	1069	Whittington, Travis	3-21 thru 4-1 - 16.65 hrs. Swanee construction labor	\$440.23
04/05/2022	Check	1069	Whittington, Travis	15.20 hrs. Swanee construction labor	\$401.96
04/11/2022	Check	1075	Banderas-Gandara, Miguel	3-21 thru 4-1 8.22 hrs. Swanee-Construction Labor	\$123.30
04/20/2022	Check	1080	Whittington, Travis	4-4 thru 4-15 - 4 hrs. Swanee-construction labor	\$105.76
04/21/2022	Check	1085	Kenneth Anderson Plummer	4-4 thru 4-15 - 3.4 hrs. Swanee-construction labor	\$68.00
04/29/2022	Check	1094	Kenneth Anderson Plummer	4-18 thru 4-29 19.01 hrs. Swanee	\$380.20
05/02/2022	Check	1089	Whittington, Travis	4-18 thru 4-29 27.3 hrs. Swanee-construction labor	\$721.81
05/13/2022	Check	1100	Banderas-Gandara, Miguel	4-18 thru 4-29 - 57.08 hrs. Swanee-construction labor	\$856.95
05/13/2022	Check	1101	Kenneth Anderson Plummer	67.57 hrs. Swanee - ***need work performed***	\$1,351.40
05/13/2022	Check	1096	Whittington, Travis	5-2 thru 5-13 66.39 hrs Swanee-construction labor	\$1,755.35
05/27/2022	Check	1109	Kenneth Anderson Plummer	5/16 - 5/27 - 65.3 Swanee	\$1,306.00
05/27/2022	Check	1104	Whittington, Travis	5-16 thru 5-27 71.16 hrs. Swanee	\$1,881.47
05/27/2022	Check	1108	Banderas-Gandara, Miguel	5-16 thru 5-27 (63.23 Swanee)	\$948.45
06/10/2022	Check	1116	Banderas-Gandara, Miguel	5-30 thru 6-10-22 61.95 hrs. _WAE_ Swanee	\$929.25
06/10/2022	Check	1115	Kenneth Anderson Plummer	5-30 thru 6-10-2022 66.48 hrs _WAE_ Swanee	\$1,329.60
06/10/2022	Check	1118	David Pless	5-30 thru 6-10-22 - 7 hrs. WAE_ Swanee	\$126.00
06/10/2022	Check	1112	Whittington, Travis	5- 30 thru 6-10 72.83 hrs. Swanee	\$2,009.74
06/24/2022	Check	1125	Whittington, Travis	6-13 thru 6-24 - 3 hrs. WAE_ Swanee	\$105.76
06/24/2022	Check	1121	Kenneth Anderson Plummer	6/13 thru 6-24/22 - 58.85 Swanee	\$1,177.00
06/24/2022	Check	1122	Banderas-Gandara, Miguel	6/13 thru 6-24/22 - 34.50 _WAE_ Swanee	\$517.50
06/28/2022	Check	1128	Whittington, Travis	6-17-2022 - 8hrs Swanee	\$211.55
07/08/2022	Check	1133	Banderas-Gandara, Miguel	6-27 thru 7-8-2022 - Swanee - 43.47 hrs.	\$652.05
07/08/2022	Check	1130	Kenneth Anderson Plummer	6-27 thru 7-8-2022 - Swanee 58.19 hrs.	\$1,163.80
07/08/2022	Check	1131	Whittington, Travis	6-27 thru 7-8-2022 - Swanee 61.45 hrs.	\$1,677.88
07/22/2022	Check	1145	Kenneth Anderson Plummer	7-11 thru 7-22 - 63.38 hrs. Swanee	\$1,267.60
07/22/2022	Check	1140	David Pless	7-11 thru 7/22 - 61.56 hrs - Swanee	\$1,108.08
07/22/2022	Check	1141	Banderas-Gandara, Miguel	7-11 thru 7-22 - 69.37 hrs - Swanee	\$1,040.55
07/22/2022	Check	1146	Whittington, Travis	7-11 thru 7-22-2022 - 76.00 hrs. - Swanee	\$2,115.50

EXHIBIT A

C. Construction Labor Cost (Contract) Paid By West Ave Entertainment LLC

08/05/2022	Check	304	Banderas-Gandara, Miguel	7/25-8/5 - 60.77 hrs - Swanee	\$911.55
08/05/2022	Check	305	Whittington, Travis	7/25-8/5 - 87.40 hrs. - Swanee	\$2,115.50
08/05/2022	Check	306	Kenneth Anderson Plummer	7/25-8/5 - 71.36 hrs. - Swanee	\$1,427.20
08/05/2022	Check	307	David Pless	7/25-8/5 -71.16 hrs. - Swanee	\$1,280.88
08/19/2022	Check	1156	Banderas-Gandara, Miguel	08/08 thru 8/19 67.77 hrs._Swanee	\$1,016.55
08/19/2022	Check	1154	David Pless	08/08 thru 08/19 63.25 hrs _Swanee	\$1,138.50
08/19/2022	Check	1157	Kenneth Anderson Plummer	08/08 thru 8/19 64.40 hrs - Swanee	\$1,288.00
08/19/2022	Check	1155	Whittington, Travis	08/08 thru 08/19 85.08 hrs _Swanee	\$2,115.50
09/02/2022	Check	1166	Christopher Jason Beaver	8/22 - 9/2 - Swanee 76.41 Hours	\$1,375.38
09/02/2022	Check	1165	Kenneth Anderson Plummer	8/22 - 9/2 - 54.25 hrs._Swanee	\$1,085.00
09/02/2022	Check	1164	Whittington, Travis	8/22 - 9/2 - 80 hrs._Swanee	\$2,115.50
09/02/2022	Check	1163	Banderas-Gandara, Miguel	8/22 - 9/2 - 61.35 hrs._Swanee	\$920.25
09/16/2022	Check	1173	Christopher Jason Beaver	9/2-9/16 - 73.92 hrs._Swanee Christipher Beaver	\$1,330.56
09/16/2022	Check	1171	Banderas-Gandara, Miguel	9/2-9/16 - 70.91hrs._Swanee	\$1,063.65
09/16/2022	Check	1172	Whittington, Travis	9/2-9/16 - Swanee	\$2,115.50
09/30/2022	Check	1185	Whittington, Travis	9.19-9.30_48.07 Swanee	\$1,572.16
09/30/2022	Check	1184	Kenneth Anderson Plummer	9.19-9.30_31.18-Swanee Construction	\$623.60
09/30/2022	Check	1186	Banderas-Gandara, Miguel	9.19 to 9.30 Swanee Construction	\$718.65
09/30/2022	Check	1183	Christopher Jason Beaver	9.19-9.30_59.09 hrs Swanee C. Beaver	\$1,063.62
10/14/2022	Check	1194	Whittington, Travis	10/3-10/14 - 17.15_ Swanee Construction	\$453.45
10/14/2022	Check	1198	Christopher Jason Beaver	10/3-10/14 - 5 hours Swanee	\$90.00
10/14/2022	Check	1197	Kenneth Anderson Plummer	10/3-10/14 8 hours Swanee Construction	\$160.00
10/14/2022	Check	1199	Banderas-Gandara, Miguel	10/3-10/14 31.04 hours Swanee Construction	\$465.60
10/28/2022	Check	1210	Christopher Jason Beaver	10/15 - 10/28 PR - 11.96 hours Swanee Construction	\$215.28
10/28/2022	Check	1208	Kenneth Anderson Plummer	10/17-10/28 18.57 hours Swanee Theatre	\$371.14
10/28/2022	Check	1203	Banderas-Gandara, Miguel	10/17-10/28 - 23.32 Swanee Miguel	\$349.40
11/11/2022	Check	1213	Banderas-Gandara, Miguel	10/31-11/11 - 40.8 Swanee	\$612.00
01/11/2023	Check	1293	Banderas-Gandara, Miguel	12/24/22-1/6/23 - 27.66 Swanee	\$414.90
02/08/2023	Check	1305	Whittington, Travis	396.10 miles to VA to p/u swanee lift Mileage reimbursement 01.20.23 thru 02.08.23	\$259.45
Reimbursement Total					\$58,011.11

EXHIBIT A

D. Construction Labor Cost Paid By Swanee Entertainment LLC via Southeast Developers LLC

Date	Description of Work	Hours	Hourly Rate	Amount
6/11/22	Remove Counter, Repair Floor, Lay Carpet	151	\$75.00	\$11,345.00
5/10/21	Build Counter	28	\$75.00	\$2,100.00
5/2022	Build and hang barn door	6	\$75.00	\$450.00
5/21/2022	Frame window for VIP	45	\$75.00	\$3,340.00
10/18/2021	Stage buildout for additional stage space & framed in sub speakers	37	\$75.00	\$2,800.00
5/1/2022	Build auditorium bars and sound booth	55	\$75.00	\$4,150.00
6/2022	Cut out wall, frame, sand, finish the bar	86	\$75.00	\$6,450.00
6/1/2022	Demo bathroom sinks	7	\$75.00	\$560.00
6/1/2022	Installed cove lights	19	\$75.00	\$1,450.00
6/1/2022	Poured cement sidewalk at green room	10	\$75.00	\$750.00
11/2022	Installed lift at load in	13	\$75.00	\$975.00
6/1/2022	Built stairs at stage extension	18	\$75.00	\$1,375.00
5/2022	Assembly for 500 chairs	5	\$75.00	\$400.00
8/11/2022	Installed back flow preventer for sprinkler system including concrete work for Midland Contractor's LLC	421	\$75.00	\$31,550.00
2/1/2022	Remove and clean out debris in basement	65	\$75.00	\$4,875.00
3/1/2022	Repair all doors and floor	42	\$75.00	\$3,150.00
4/1/2022	Remove old electrical wires	39	\$75.00	\$2,925.00
7/2022	Paint upstairs hallway stairs	4	\$75.00	\$300.00
7/2022	Pressure wash basement walls	81	\$75.00	\$6,075.00
8/2022	Clean floors with scrubber	41	\$75.00	\$3,075.00
Reimbursement Total				\$88,095.00

EXHIBIT B**F. Contract Obligations Paid in Advance (through 10/31/23)**

Date	Transaction Type	Payee	Event (date)	Memo/Description	Deposit Paid	Balance Due
02/03/23	Bill	Beatgig, LLC	Double Vision - Foreigner (11.10.23)	Double Vision Foreigner Show Date Nov 10, 2023 (bal. due to artist November 10 Gracie will provide W-9) Emailed Beatgig deposit 02.03.23	\$4,250.00	\$4,250.00
04/11/23	Check 513	True Grit Talent Agency, LLC	Hannah Dasher (12.02.23)	Hannah Dasher 05.20.23 50% Deposit moved to December 2nd 2023	\$1,500.00	\$1,500.00
07/05/23	Bill	brioLIVE Productions & Entertainment LLC	The Catalinas (11.17.23)	The Catalinas 11.17.23 Total Fee \$3,750.00 Deposit \$375.00 paid to Briolive 07.05.23 Balance \$3,375 paid to The Catalinas	\$375.00	\$3,375.00
09/19/23	Bill 1491	Cody Webb Entertainment, LLC	Cody Webb (12.15.23)	Cody Webb 12.15.23 Event \$2,500 50% Dep due at signing- balance due dos	\$1,250.00	\$1,250.00
Totals					\$7,375.00	\$10,375.00

Annual Alarm Monitoring Fee (10-1-23 through 9-30-24)	\$540.00	
CVB Marketing (7 months remaining)	\$2,858.00	
Merchandise Set-up/Art Work Fees	\$1,019.00	

Reimbursement Total	\$11,792.00
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EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

Item(s)	Amount	Description
1 Mailbox	\$7.44	12.07.22 Amazon
1 Tzumi VLog Travel	\$9.06	11.07.22 Staples
1 Bonsai turntable swivel stand	\$9.61	01.23.23 Amazon
3 tier bar glass rimmer tools	\$12.41	03.28.23 Order #114-0956957-4460229 Amazon
Arteck Ultra Slim Keyboard for IPAD	\$19.25	02.14.23 Amazon
2 - 27-gal Totes	\$21.38	01.24.23 Sams Club
3 Lamps & picture hooks	\$37.91	01.27.23 Walmart
10 waste baskets	\$42.80	10.27.22 Target
8" swivel wheel for cart	\$50.28	05.23.23 Northern Tool & Equipment
Trash Cans	\$52.39	11.07.22 Lowes
Commander Snap Lid Totes (storage containers)	\$53.39	01.24.23 Lowes
1 Neon Lighted Bar Sign & 1 LED Glowing Serving Tray	\$59.48	03.22.23 Amazon
11 1/2" tall corex signs to read SOLD OUT (6)	\$64.20	03.20.23 Inv 897335 Willie B. Moore Sign Co.
1 Chalk Board	\$68.09	06.26.23 #111-1584284-7346614 Amazon
1 WIFI Control for disco ball, mirror ball spotlight	\$80.22	03.29.23 Order #112-7236327-6165058 Amazon
1 WIFI Control for disco ball mirror ball spotlight	\$80.22	03.29.23 Order #112-7236327-6165058 Amazon
1 Entry way table	\$80.24	01.05.23 1906 Marketplace
1 Black rugs for photo room	\$85.49	11.07.22 Walmart
1 Celing TV Mount with Adjustable swivel tilting bracket	\$104.85	11.07.22 Amazon
1 LED Bower 2-Pack Content Creator LED Light Kit Features RGB, White Light Modes, and Special Effects Modes to Create Brilliant Content and Bank Charger	\$106.91	11.04.22 Walmart
1 Coupler (2) - MicroMatic Economy Coupler, Grey Handle to connect to European "S" System, Brass Body and stainless steel probe (needed to connect the keg to draft system)	\$108.50	10.20.22 CBG Draft Services, Inc.
1 Kiosk Ipad holder, furniture levelers, Table Card Holders	\$110.82	01.03.23 Amazon
1 Lobby Decor Electronic guitar lounge Sign	\$117.68	03.23.23 Amazon
3 Mini cash register drawers	\$128.25	10.23.22 Amazon
1 Wix Reader and docking station	\$134.75	01.03.23 Order #15058 Wixcom

EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

Set of 4 brown dining chairs	\$147.64	06.01.23 Order #112-0138476-6690659 Amazon
Rubber Swivel Casters for Carts	\$153.05	01.24.23 Lowes
1 Battery for Lift (CMG card should have been used) Lift is for all Blocks	\$168.33	02.18.23 Hendrick Toyota of Concord
1 Apple I-Pad Space Gray	\$179.75	12.13.22 Amazon
1 Apple I-Pad	\$180.83	12.07.22 Amazon
1 Ash tray	\$211.86	06.28.23 #112-8474323-8822660 Amazon
1 Time Clock AT-4500	\$234.33	10.20.22 Amazon
1 TV for Office	\$421.30	11.23.22 per KL & ML 02.06.23 no receipt per Ken (bank statement debit shown) Walmart
Cash register drawer, pairing knives, 3 tier glass rimmer, pour bottles, wine stopper, pour spouts, shot glasses ice cooled condiment dispenser & Misc bar items	\$423.72	06.13.23 Amazon
4 Folding Tables	\$697.23	05.23.23 Folding Chairs 4 Less
4 Belnick 8 foot rectangle wood folding tables	\$698.24	05.03.23 Order #FOL000294752 Folding Chairs 4 Less
Swanee Theatre Decals and graphics	\$871.76	05.04.23 Inv 37991 ProCal Printing & Graphics
Misc (needs detail and documentation)	\$1,503.29	10.11.22 (KL to provide actual receipts) Home Depot \$873.07 & Lowes \$57.56
10 Tables, 20 Stools, 2 Stainless Steel Tables, 2 Drink Blenders	\$1,900.00	03.08.23 Reimbursement to Ken Lingafelt
25 Black Bar Stools (30")	\$4,854.75	04.24.23 Order #112-6974469-4679403
1 Glass Merchandise shelf	Included in Exhibit A	
1 Metal Merchandise shelf	Included in Exhibit A	
80 Plastic Apparel Hangers	Included in Exhibit A	
2 Merchandise Display Racks	Included in Exhibit A	
3 Mannequins	Included in Exhibit A	
1 Fruit Tray	\$37.96	
1 Vinci Juicer	\$99.99	

EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

1 Juicer	\$106.99	06.23.23 #111-7617938-7442618 Amazon
1 Blender	Included in Exhibit A	
Punch Machines	Included in Exhibit A	
2 Bella Basics Hot Plates	\$32.64	02.23.23 Family Dollar
1 Cutting Board	Included in Exhibit A	
1 Lemon Juicer - Handheld	Included in Exhibit A	
1 Measuring Cups	Included in Exhibit A	
1 Pitcher	Included in Exhibit A	
1 Blender Pitcher	Included in Exhibit A	
1 Large Pepsi Cart	Included in Exhibit A	
1 Small Pepsi Cart	Included in Exhibit A	
1 Ice Bins	Included in Exhibit A	
Rolling Ice Bins	Included in Exhibit A	
1 Coffee Maker	Included in Exhibit A	
1 Ice Machine	Included in Exhibit A	
1 Surge Protector	Included in Exhibit A	
Ice Buckets	Included in Exhibit A	
Skinny Bar Mats	Included in Exhibit A	
Large Bar Mats	Included in Exhibit A	
1 Mop	Included in Exhibit A	
1 Mop Bucket	Included in Exhibit A	
1 Dust Pan	Included in Exhibit A	
1 Broom	Included in Exhibit A	
1 TV for Lobby	\$350.96	11.23.22 Walmart
2 Neon Live Music Signs	Included in Exhibit A	
1 50" Flat Screen TV & 1 43" Flat Screen TV	\$600.14	Walmart
2 Toast Terminals	Included in Exhibit A	
6 Handheld Terminals	Included in Exhibit A	
Toast 2 Go Equipment	\$799.77	03.10.23 #INV2690545 Toast, Inc.
Toast System Hardware & Setup	\$2,438.75	08.02.22
3 Office Barstools	Included in Exhibit A	
1 Ipad & Dock for Wix Ticketing	Included in Exhibit A	
1 Card reader and stand for Wix Ticketing	Included in Exhibit A	
1 Bluetooth Keyboard for Wix Ticketing	Included in Exhibit A	

EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

1 Small Cash Drawer for Wix Ticketing	Included in Exhibit A	
6 Commando Totes	Included in Exhibit A	
1 Chalkboard Sign	Included in Exhibit A	
1 Sign Stand Holder	Included in Exhibit A	
General office supplies - tape, staplers, first aid kit, receipt paper, printer paper	Included in Exhibit A	
1 Large Filing Cabinet	Included in Exhibit A	
1 HP Laserjet Printer & Ink	Included in Exhibit A	
10 Small Black VWastebaskets	Included in Exhibit A	
14 Velvet Rope & Rope stands	Included in Exhibit A	
2 TV Wall Mounts	Included in Exhibit A	
1 Hanging Swivel TV Mount	Included in Exhibit A	
2 Merch Racks Black	Included in Exhibit A	
1 Merch Rack Wood & Iron	Included in Exhibit A	
1 Commercial Vacuum Cleaner	Included in Exhibit A	
1 Shark Vacuum Cleaner	\$246.08	05.22.23 Lowes SEDM
1 Shark Vacuum Cleaner	Included in Exhibit A	
1 Black & Decker Handheld Vacuum Cleaner	\$38.47	12.07.22 Amazon
1 Shark Ninja Vacuum (second vacuum)	\$128.35	06.13.23 Order #112-6411028-2872251 Amazon
1 Fold out black stool	\$16.03	10.27.22 Target
1 roll of red raffle tickets	Included in Exhibit A	
1 Pack of multi-color wristbands for ticketing	Included in Exhibit A	
1 Pack of timepunch cards	Included in Exhibit A	
1 Timeclock & Card Rack	Included in Exhibit A	
1 Framed Seven Sinners first movie poster	Included in Exhibit A	
2 Swanee Decals	Included in Exhibit A	
2 Ice wells - one provided by pepsi, one purchased by SE LLC	Included in Exhibit A	
6 Sold Out Signs for Marquee	Included in Exhibit A	
1 Letter Pack for Marquee	Included in Exhibit A	
Old Swanee Movie Chairs (on loan to Swanee from Ryan Dayvault)	Included in Exhibit A	
1 - 360 Photo Booth	Included in Exhibit A	
142 Black Metal Barstools (No back)	Included in Exhibit A	
1-21' foot Electric Skylift	Included in Exhibit A	
2 Black handtrucks for setup	Included in Exhibit A	
24- 30' >x8' Rectangular Wooden Tables	Included in Exhibit A	

EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

20 Hightops Rectangular with red and black hightop chairs	Included in Exhibit A	
30 Round (24") Tables	\$1,040.42	01.10.23 Order # SO-013977876
30 -2' Round Tabletops Black	Included in Exhibit A	Church Chairs 4Less
2 carts for transport	Included in Exhibit A	
30 Low top table legs	Included in Exhibit A	
30 High top table legs	Included in Exhibit A	
2 carts to store and transport legs	Included in Exhibit A	
30 - 36" tabletops (wooden)	Included in Exhibit A	
30 - Table feet	Included in Exhibit A	
3 Custom carts for transport of tops	Included in Exhibit A	
20-6 Round Tables (wooden)	Included in Exhibit A	
3 Carts for transport of 6' tables	Included in Exhibit A	
500 - 21" Black chairs	Included in Exhibit A	
8 Hightop 2' Black Tables for VIP Room	Included in Exhibit A	
8 Hightop 2' x 8' Rectangular Tables	Included in Exhibit A	
1 Mirror Ball Light, Wifi Control	Included in Exhibit A	
3 Hightop Swivel Office Chairs	Included in Exhibit A	
2 Wine Fridges	Included in Exhibit A	
2 Small Cash Drawers	Included in Exhibit A	
2 Bar Lamps	Included in Exhibit A	
1 Switch for outdoor lift	Included in Exhibit A	
2 Surge Protectors	Included in Exhibit A	
3 Small Velvet Rope dividers and hooks	Included in Exhibit A	
32 Black Table Cloths	Included in Exhibit A	
32 Off White Table Cloths	Included in Exhibit A	
3 Large Plastic Storage Bins	Included in Exhibit A	
1 Swanee Decal Podium	Included in Exhibit A	
1 Lift Switch	Included in Exhibit A	
1 Swanee Decal Mic Stand Cover	Included in Exhibit A	
Frames, lamps VIP Room	\$841.92	01.27.23 Hobby Lobby
Rope lights	\$78.10	12.05.22 Lowes
1 LED Rope Light	Included in Exhibit A	
1 LED Light Switch	Included in Exhibit A	
3 Black Wastebaskets	Included in Exhibit A	

EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

22 Black Leather & Wood Lowtop Chairs	Included in Exhibit A	
8 Black Leather & Wood Barstools (with back)	Included in Exhibit A	
5 Framed Vintage Music Posters (on loan to Swanee from Johnny Cannon)	Included in Exhibit A	
7 Curtain Rods	Included in Exhibit A	
14 Black Curtains	Included in Exhibit A	
14 Gold Tassle Curtain Ties	Included in Exhibit A	
16 Red and Green Chairs	Included in Exhibit A	
3 Round Wooden Tables	Included in Exhibit A	
3 Black Table Cloths	Included in Exhibit A	
1 Large Black Wastebasket	Included in Exhibit A	
1 Rolling Ice Cart	Included in Exhibit A	
1 Small Cash Drawer	Included in Exhibit A	
1 Moveable Bartop	Included in Exhibit A	
1 Desk (office closest to VIP)	Included in Exhibit A	
Waste baskets, bath rugs, washclothes, shower rod	\$106.73	03.09.23 Family Dollar
72 pcs of silverware, mirrors, rods	\$271.46	03.09.23 Walmart
Laundry bag, sink set, slider felt pads adhesive hooks	\$19.69	03.10.23 Family Dollar
4 Black Chairs	Included in Exhibit A	
1 Grey Rug	Included in Exhibit A	
1 Round table	Included in Exhibit A	
4 Red Chairs	Included in Exhibit A	
2 Side Tables	Included in Exhibit A	
2 Lamps	Included in Exhibit A	
5 Swanee Autograph Boards	Included in Exhibit A	
1 Wall Mirror	Included in Exhibit A	
2 Waste Baskets	Included in Exhibit A	
7 Framed Photos	Included in Exhibit A	
1 Shower Curtain	Included in Exhibit A	
1 Small Bathroom Table	Included in Exhibit A	
3 Suitcase Racks	Included in Exhibit A	
3 Mirrors	Included in Exhibit A	
3 Mounted Hanging Rack	Included in Exhibit A	
3 Dressing Room Chairs	Included in Exhibit A	
1 Large Black Industrial Rug at Load-in door	Included in Exhibit A	
1 Silverware Rack and Silverware	Included in Exhibit A	

EXHIBIT C

G. Personal Property (Fixtures, Furniture and Equipment)

8 Matching Chairs & Conference Table	Included in Exhibit A	
1 Armoire (storage)	Included in Exhibit A	
4 Framed Photos	Included in Exhibit A	
1 Entry way table	Included in Exhibit A	
1 fake plant	Included in Exhibit A	
2 Swanee decals	Included in Exhibit A	
1 Greenroom doorway sign & 1 Bathroom Sign	Included in Exhibit A	
1 LED Rope Light & 1 LED Switch	Included in Exhibit A	
1 Keurig	Included in Exhibit A	
Reimbursement Total	\$21,546.15	

EXHIBIT C

H. Swanee Entertainment Operating Inventory

General Merchandise	Quantity	Unit Cost	Total
Swanee Plastic Steins	20	\$0.00	\$0.00
Flex Back Swanee Hats	9	\$13.00	\$117.00
Pink & Black Swanee y2k Trucker Hats	9	\$8.00	\$72.00
Black Swanee Snap Back Hats	4	\$15.50	\$62.00
Reimbursement Total			\$251.00

Apparel	Small	Medium	Large	XL	2XL	3XL
Tan "The Woods" Retro Tee (S-XL)	3	4	5	1	0	0
Tan "The Woods" Retro Tee (2X+)	0	0	0	0	0	3
Pink "Boot Scoot" Tee (S-XL)	2	0	2	0	0	0
Pink "Boot Scoot" Crew (2X+)	0	0	0	0	2	2
Black Mechanic Button Up (S-XL)	11	10	5	9	0	0
Black Mechanic Button Up (2X+)	0	0	0	0	5	0
Black Swanee Marquee Tee (S-XL)	16	6	15	57	0	0
Black Swanee Marquee Tee (2X)	0	0	0	0	30	0
Black Swanee Marquee Tee (3X)	0	0	0	0	0	22
Maroon Swanee Tee (S-XL)	5	4	5	1	0	0
Maroon Swanee Tee (2X)	0	0	0	0	3	0
Maroon Swanee Tee (3X)	0	0	0	0	0	12
Green Swanee Tee (S-XL)	3	1	0	0	0	0
Green Swanee Tee (2X)	0	0	0	0	4	0
Green Swanee Tee (3X)	0	0	0	0	0	11
Blue Swanee Tee (S-XL)	5	6	0	1	0	0
Blue Swanee Tee (2X)	0	0	0	0	1	0
Blue Swanee Tee (3X)	0	0	0	0	0	6
White Vintage Ad Tee (S-XL)	7	25	25	36	0	0
White Vintage Ad Tee (2X)	0	0	0	0	18	0
White Vintage Ad Tee (3X)	0	0	0	0	0	11
Green Swanee Hoodie (S-XL)	1	3	5	6	0	0
Green Swanee Hoodie (2X)	0	0	0	0	4	0
Green Swanee Hoodie (3X)	0	0	0	0	0	2
Green Swanee Crew Neck Sweater (S-XL)	1	2	1	1	0	0
Green Swanee Crew Neck Sweater (2X)	0	0	0	0	2	0
Green Swanee Crew Neck Sweater (3X)	0	0	0	0	0	2
Maroon Swanee Hoodie (S-XL)	1	4	3	7	0	0
Maroon Swanee Hoodie (2X)	0	0	0	0	3	0
Maroon Swanee Hoodie (3X)	0	0	0	0	0	2
Black Swanee Hoodie (S-XL)	1	2	3	4	0	0
Black Swanee Crew Neck (S-XL)	1	1	3	4	0	0
Blue Swanee Hoodie (S-XL)	2	4	3	3	0	0
Blue Swanee Hoodie (2X)	0	0	0	0	4	0
Blue Swanee Hoodie (3X)	0	0	0	0	0	3
Blue Swanee Crew Neck (S-XL)	0	1	2	1	0	0
Blue Swanee Crew Neck (3X)	0	0	0	0	0	1
Bluegrass Tee (S-XL)	12	8	25	44	0	0
Bluegrass Tee (2X)	0	0	0	0	22	0
Bluegrass Tee (3X)	0	0	0	0	0	12
Reimbursement Total						

EXHIBIT C

H. Swanee Entertainment Operating Inventory

Juice/Mixer Inventory	Unit Cost	Quantity	Total
Sour Mix 1.75 liters	\$7.89	5	\$39.45
Pineapple Juice 64 oz	\$5.39	7	\$37.73
Bloody Mary Mix 32 oz	\$4.33	4	\$17.32
Cranberry Juice 3 liters	\$5.59	3	\$16.77
Tropicana Orange Juice 1 gallon	\$7.99	3	\$23.97
Apple Juice 96 oz	\$2.99	3	\$8.97
Pina Colada Mix 1.75 liters	\$7.89	5	\$39.45
Grenadine 1 liter	\$3.62	3	\$10.86
Peach Nectar 64 oz	\$3.79	3	\$11.37
Mango Nectar 64 oz	\$3.79	1	\$3.79
Hawaiian Punch 1 gallon	\$2.79	2	\$5.58
Grape Fruit Juice 32 oz	\$2.86	12	\$34.32
Strawberry Daquiri 64 oz	\$6.27	4	\$25.08
Island Oasis Peach 32 oz	\$7.96	15	\$119.40
Island Oasis Strawberry 32 oz	\$7.96	9	\$71.64
Island Oasis Margarita 32 oz	\$7.96	3	\$23.88
Pineapple Cans 7.5 oz	\$0.71	6	\$4.26
Lime Juice 16 oz	\$3.29	2	\$6.58
Reimbursement Total		90	\$500.42

Soda Inventory	Unit Cost	Cases		Individual Cans/Bottles		
		Quantity	Total	Unit Cost	Quantity	Total
Pepsi 12 oz - 12pk	\$6.00	6	\$36.00	\$0.50	3	\$1.50
Starry 12 oz - 12pk	\$6.00	9	\$54.00	\$0.50	2	\$1.00
Diet Pepsi 12 oz - 12pk	\$6.00	6	\$36.00	\$0.50	3	\$1.50
Mountain Dew 12 oz - 12pk	\$6.00	3	\$18.00	\$0.50	8	\$4.00
Red Bull 12 oz - 12pk	\$6.00	9	\$54.00	\$0.50	3	\$1.50
Diet Mountain Dew 8.4 oz - 24pk	\$36.98	0	\$0.00	\$1.54	10	\$15.41
Ginger Ale 8.4 oz - 24pk	\$36.98	2	\$73.96	\$1.54	15	\$23.11
Sugar Free Red Bull 7.5 oz Cans - 6pk	\$2.63	5	\$13.15	\$0.44	2	\$0.88
Tonic Water 7.5 oz Cans - 6pk	\$2.63	35	\$92.05	\$0.44	5	\$2.19
Soda Water 7.5 oz Cans - 6pk	\$2.63	19	\$49.97	\$0.44	2	\$0.88
Bottled Water 16.9 oz - 40pk	\$3.98	3	\$11.94	\$0.10	18	\$1.79
Ginger Ale 12 oz - 12pk	\$4.49	4	\$17.96	\$0.37	5	\$1.87
Reimbursement Totals		101	\$457.03		76	\$55.63

Beer Inventory - Cans	Unit Cost	Quantity	Total
Mich Ultra Cans 24 pk	\$0.93	14	\$13.02
Bud Light Cans 24 pk	\$0.89	11	\$9.79
Miller Light Cans 24 pk	\$0.84	22	\$18.48
Coors Light Can	\$0.86	8	\$6.88
PBR Cans 24 pk	\$0.65	40	\$26.00
White Claw 2-12 pks	\$1.27	110	\$139.70
Reimbursement Total		205	\$213.87

Beer Inventory - Kegs	Unit Cost	Quantity	Rem. %	Total
Landshark - Sixtel	\$107.00	0	0%	\$0.00
Bud Light - Sixtel	\$54.00	0	0%	\$0.00
Bud Light - Half	\$190.00	1	40%	\$76.00
Mich Ultra - Half	\$195.00	1	70%	\$136.50
Mich Ultra - Half	\$195.00	1	20%	\$39.00
Perni-Haze - Half	\$249.00	1	70%	\$174.30

EXHIBIT C

H. Swanee Entertainment Operating Inventory

Pemicious - Half	\$249.00	1	50%	\$124.50
OA 30 Sec - Half	\$95.00	1	40%	\$38.00
Mango Cart - Half	\$230.00	1	20%	\$46.00
PBR Keg - Half	\$99.00	1	50%	\$49.50
Miller Light Keg - Half	\$139.00	1	60%	\$83.40
Bold Rock Cider - Half	\$165.00	1	30%	\$49.50
Reimbursement Total		10		\$816.70

Wine Inventory - Bottles	Unit Cost	Quantity	Rem. %	Total
Childress Red - 750 mL	\$7.19	1	50%	\$3.60
Childress White - 750 mL	\$7.19	1	50%	\$3.60
Childress Red - 750 mL	\$7.19	1	50%	\$3.60
Childress White - 750 mL	\$7.19	1	50%	\$3.60
La Marca Prosecco - 750 mL	\$12.95	1	50%	\$6.48
La Marca Prosecco - 750 mL	\$12.95	1	50%	\$6.48
La Marca Prosecco - 750 mL	\$12.95	1	50%	\$6.48
Bitchin' Blacberry - 750 mL	\$10.00	1	50%	\$5.00
Bitchin' Blacberry - 750 mL	\$10.00	1	50%	\$5.00
Reimbursement Total		9		\$43.81

ABC Regulated Alcohol	Unit Cost	Quantity	Rem. %	Total
Jack Daniels 750 mL	\$32.70	1	90%	\$29.43
Jack Daniels 750 mL	\$32.70	1	90%	\$29.43
Hendricks Gin 750 mL	\$41.70	1	80%	\$33.36
Hendricks Gin 750 mL	\$41.70	1	80%	\$33.36
Bacardi Rum 750 mL	\$17.70	1	30%	\$5.31
Bacardi Rum 750 mL	\$17.70	1	80%	\$14.16
Bacardi Rum 750 mL	\$17.70	1	30%	\$5.31
Bacardi Rum 750 mL	\$17.70	1	80%	\$14.16
High Rock Vodka 750 mL	\$23.70	1	30%	\$7.11
High Rock Vodka 750 mL	\$23.70	1	80%	\$18.96
High Rock Vodka 750 mL	\$23.70	1	80%	\$18.96
Montzuma Triple Sec 750 mL	\$23.70	1	30%	\$7.11
Montzuma Triple Sec 750 mL	\$23.70	1	90%	\$21.33
Arrow Blue Curacao 750 mL	\$13.70	1	30%	\$4.11
Arrow Blue Curacao 750 mL	\$13.70	1	90%	\$12.33
Lunazul Tequila 750 mL	\$27.70	1	60%	\$16.62
Lunazul Tequila 750 mL	\$27.70	1	30%	\$8.31
Myers Rum 750 mL	\$23.70	1	85%	\$20.15
Myers Rum 750 mL	\$23.70	1	85%	\$20.15
Jim Beam 750 mL	\$21.70	1	30%	\$6.51
Jim Beam 750 mL	\$21.70	1	75%	\$16.28
Jim Beam 750 mL	\$21.70	1	75%	\$16.28
Crown Royal 750 mL	\$37.70	1	25%	\$9.43
Crown Royal 750 mL	\$37.70	1	25%	\$9.43
Crown Royal 750 mL	\$37.70	1	90%	\$33.93
Evan Williams 750 mL	\$25.70	1	20%	\$5.14
Four Roses 750 mL	\$27.90	1	50%	\$13.95
Tito's Vodka 750 mL	\$26.70	1	20%	\$5.34
Tito's Vodka 750 mL	\$26.70	1	70%	\$18.69
Tito's Vodka 750 mL	\$26.70	1	70%	\$18.69
Patron Tequila 750 mL	\$53.70	1	70%	\$37.59
Patron Tequila 750 mL	\$53.70	1	70%	\$37.59

EXHIBIT C

H. Swanee Entertainment Operating Inventory

Fireball 750 mL	\$15.95	1	25%	\$3.99
Fireball 750 mL	\$15.95	1	50%	\$7.98
Fireball 750 mL	\$15.95	1	25%	\$3.99
Fireball 750 mL	\$15.95	1	50%	\$7.98
Rum Chata 750 mL	\$30.75	1	50%	\$15.38
Rum Chata 750 mL	\$30.75	1	50%	\$15.38
Hennessy 750 mL	\$46.70	0	0%	\$0.00
Peach Schnapps 750 mL	\$9.70	1	80%	\$7.76
Watermelon Pucker 750 mL	\$11.95	1	95%	\$11.35
Apple Pucker 750 mL	\$11.95	1	25%	\$2.99
Apple Pucker 750 mL	\$11.95	1	90%	\$10.76
Malibu 750 mL	\$22.70	1	30%	\$6.81
Malibu 750 mL	\$22.70	1	75%	\$17.03
Malibu 750 mL	\$22.70	1	75%	\$17.03
Tanqueray Gin 750 mL	\$28.70	1	30%	\$8.61
Tanqueray Gin 750 mL	\$28.70	1	75%	\$21.53
Tanqueray Gin 750 mL	\$28.70	1	75%	\$21.53
Captain Morgan 750 mL	\$21.70	1	30%	\$6.51
Captain Morgan 750 mL	\$21.70	1	85%	\$18.45
Captain Morgan 750 mL	\$21.70	1	85%	\$18.45
Makers Mark 750 mL	\$37.70	1	25%	\$9.43
Makers Mark 750 mL	\$37.70	1	40%	\$15.08
Makers Mark 750 mL	\$37.70	1	40%	\$15.08
Aristocrat Vodka 750 mL	\$9.20	1	70%	\$6.44
Reimbursement Total		55		\$817.96

Bar Supplies Inventory	Unit Cost	Quantity	Total
Beverage Napkins 6pks of 500	\$17.54	1	\$17.54
Beverage Straws Box of 5,000	\$11.18	1	\$11.18
Bounty Paper Towels 28 pack	\$23.48	1	\$23.48
9oz Clear Cups 264 pack	\$12.48	1	\$12.48
120z Clear Cups 172 pack	\$12.48	1	\$12.48
160z Clear Cups 132 pack	\$11.58	1	\$11.58
20z Cups box of 2,500	\$39.98	1	\$39.98
202 Cup Lids box of 2,500	\$32.98	1	\$32.98
120z Swanee Cups box of 1,000	\$190.19	1	\$190.19
160z Swanee Cups box of 1,000	\$203.07	1	\$203.07
Pepsi Cups		1	\$0.00
Pepsi Cup Lids		1	\$0.00
Pepsi Cup Straws		1	\$0.00
Plastic Shot Glasses box of 1,000	\$39.99	1	\$39.99
Juice Pour Containers pack of 6	\$11.99	1	\$11.99
Salt and Sugar Rimmers pack of 1	\$6.99	1	\$6.99
Cutting Knives pack of 8	\$9.99	1	\$9.99
Shaker/Jiggers pack of 1	\$5.75	1	\$5.75
Measuring Jiggers pack of 1	\$6.99	1	\$6.99
Muddlers pack of 1	\$7.99	1	\$7.99
Strainer pack of 2		1	\$0.00
Wine Opener pack of 4	\$12.99	1	\$12.99
Bottle Opener pack of 3	\$7.99	1	\$7.99
Margarita Salt		1	\$0.00
Wine Stopper pack of 8	\$9.99	1	\$9.99
Liquor Stoppers pack of 12	\$6.99	1	\$6.99
Black Trash Bags box of 80	\$24.98	1	\$24.98

EXHIBIT C
H. Swanee Entertainment Operating Inventory

White Trash Bags box of 200	\$16.98	1	\$16.98
Reimbursement Total			\$724.57

STATE OF NORTH CAROLINA

INDEPENDENT CONTRACTOR AGREEMENT

COUNTY OF CABARRUS

This Independent Contractor Agreement (“Agreement”) is dated as of _____, 2023 by and between the City of Kannapolis, a North Carolina municipal corporation (“City”), and Swanee Entertainment, LLC (“Swanee Entertainment”).

RECITALS

A. City owns and desires to operate a live performance theatre in the City’s central business district at the southwest corner of the intersection of Cannon Baller Way and West Avenue commonly known as the Swanee Theatre (“Swanee”).

B. Swanee Entertainment has substantial experience in the operation of live performance theatres in general and the Swanee specifically.

C. Swanee Entertainment desires to provide certain services relating to the operation of the Swanee upon the terms and subject to the conditions set forth below.

D. City desires to contract with Swanee Entertainment to provide services for the operation of the Swanee.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Responsibilities. Swanee Entertainment agrees to perform the tasks described in Exhibit A (“Services”)
2. Compensation. Swanee Entertainment will be paid for the Services as described on Exhibit B, subject to the terms of such Exhibit.

3. Work for Hire. City shall own all right, title and interest (including copyrights, trade secret rights, trademark rights, database rights and all other intellectual property rights of any sort throughout the world, if any) relating to any and all works of authorship, designs, know-how, ideas and information made or conceived of, in whole or in part, if any, by Swanee Entertainment during the Term of this Agreement and relating to the Services, the Swanee and City's business thereon (collectively, "Works"). All Works are works made for hire.
4. Independent Contractor. Swanee Entertainment is an independent contractor that is in business for itself. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. Swanee Entertainment shall have no authority to bind, obligate or commit City by any promise or representation except as assigned to it by City specifically including the Services described on Exhibit A.
5. Disclosures. During the Term of this Agreement, Swanee Entertainment shall disclose to City and receive authorization from City before granting licenses, executing agreements, providing services on its own behalf or for or on behalf of any company, person, or entity whose business or proposed business in any way involves products or services.
6. Term. The term of Swanee Entertainment's Services shall begin on November 1, 2023 (the "Commencement Date") and shall continue for a period of four months terminating on February 29, 2023 (the "Term"), unless earlier terminated pursuant to the terms of this Agreement. Any extensions of the Term are not guaranteed and may be negotiated between the parties.
7. Termination.
 - 7.1 Termination. City may terminate this Agreement immediately upon written notice of such termination to Swanee Entertainment and shall not be obligated to make any further payments to Swanee Entertainment in the event (i) Swanee Entertainment fails to fulfill or otherwise breaches any of Swanee Entertainment's obligations under this Agreement; or (ii) Swanee Entertainment commits any act that in City's sole determination [a] might tend to bring City into public disrepute, contempt, scandal or ridicule, or [b] might otherwise be harmful or detrimental to City.
 - 7.2 Effect of Termination. Upon notice of termination or expiration of this Agreement, the Agreement shall immediately terminate and any payment obligations due and/or accrued will be prorated through date of expiration or earlier termination. The representations, warranties and agreements hereof shall survive the expiration or earlier termination of this Agreement.

8. Confidentiality. Swanee Entertainment acknowledges that it may receive confidential and proprietary information that is the property of City such as trade secrets, know-how, techniques, support and training materials, client, customer or supplier lists, pricing information, marketing plans or information, or other records concerning City's contracts, services, or personnel ("Confidential Information"). Swanee Entertainment will respect the confidences of City and will not at any time during or after the Term (and any Extension Terms), directly or indirectly, divulge or disclose for any purpose or use any Confidential Information that has been obtained by or disclosed to Swanee Entertainment as a result of Swanee Entertainment's relationship with City. At the expiration or termination of this Agreement, Swanee Entertainment will return and will not keep or preserve any records or copies of records relating to City, or its business, or its Confidential Information. Swanee Entertainment will take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and will not disclose Confidential Information to others without the prior written consent of City. This Section 8 will continue to apply even after the termination of this Agreement until such time as the Confidential Information becomes public knowledge through no fault of Swanee Entertainment's own. Swanee Entertainment will report to City any and all unauthorized disclosures or uses of Confidential Information. Swanee Entertainment acknowledges that any publication or disclosure of Confidential Information to others may cause immediate and irreparable harm to City and if Swanee Entertainment should publish or disclose Confidential Information to others, City shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity.
9. Representations and Warranties. Each party represents and warrants to the other party that such party has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate or contravene any applicable law or regulation or any agreement to which such party is a party or by which it is otherwise bound, or any rights of any third party; and when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
10. Limitation of Liability. EXCEPT WITH RESPECT TO ANY INDEMNITY OBLIGATION, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR TORT), AND WHETHER OR NOT SUCH PARTY TO THIS AGREEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Indemnification and Insurance.

11.1 Swanee Entertainment Indemnification. Swanee Entertainment hereby indemnifies City against all claims, actions, liability and expenses (including court costs and reasonable outside attorneys' fees) resulting from (i) Swanee Entertainment's breach of this Agreement, including, without limitation, any representations, warranties and/or obligations herein; (ii) Swanee Entertainment's non-payment of any federal, state and local taxes or contributions required or imposed under worker's compensation insurance, unemployment insurance, social security or income tax laws with respect to Swanee Entertainment's performance of the Services; (iii) claim for benefits by Swanee Entertainment under health, life, worker's compensation, unemployment or other similar insurance; (iv) materials created/provided by Swanee Entertainment inclusive of libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright or trademark, literary rights or otherwise; or (v) any action(s) which would constitute a basis for termination pursuant to the terms of this Agreement.

11.2 City Indemnification. City hereby indemnifies Swanee Entertainment against all claims, actions, liability, and expenses (including court costs and reasonable outside attorneys' fees) resulting from City's breach of this Agreement.

11.3 Insurance. Swanee Entertainment 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. Swanee Entertainment shall satisfy the following requirements and provide the following coverages:

11.3.1 General Requirements.

11.3.1.1 Swanee Entertainment shall name the City as an additional insured under the automobile, commercial and umbrella liability policies required by this section.

11.3.1.2 Swanee Entertainment's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Swanee Entertainment's operations under this Agreement. Swanee Entertainment shall and does waive all rights of subrogation against the City.

11.3.1.3 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 Swanee Entertainment.

11.3.1.4 Prior to execution of this Contract by City, Swanee Entertainment 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. Swanee Entertainment 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 Swanee Entertainment shall not relieve Swanee Entertainment of its obligation to meet the insurance requirements set forth in this Agreement.

- 11.3.1.5 Should any or all of the required insurance coverage be self-funded/self-insured, Swanee Entertainment shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.

11.3.2 Types of Insurance.

- 11.3.2.1 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.

- 11.3.2.2 Commercial General Liability. Bodily injury and property damage liability as shall protect Swanee Entertainment from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Swanee Entertainment, 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.

- 11.3.2.3 Workers' Compensation Insurance. Swanee Entertainment 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.

- 11.3.2.4 Umbrella. Umbrella liability coverage of no less than \$2,000,000.

- 11.3.3 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.

11.3.4 Failure to maintain the insurance coverage required in this paragraph is a material default subject to termination of this Agreement.

11.3.5 Notice of Cancellation. Swanee Entertainment shall notify the City, in writing immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

12. Standard Terms.

12.1 Name, Likeness, etc. City has the right to use and authorize others to use Swanee Entertainment's name, likeness, voice and biographical data for any advertising, promotion, or publicity purposes in connection with the Swanee, excluding the endorsement of any product or service other than City's (or its affiliated entities) programming services in all media, now known or hereafter devised, in perpetuity throughout the universe.

12.2 Taxes. Swanee Entertainment understands and agrees that, as an independent contractor, Swanee Entertainment will not be as an employee of City. Accordingly, City will not withhold from the compensation it pays to Swanee Entertainment any amount for taxes, including, without limitation, Income, Social Security or Medicare taxes, or any other taxes. Swanee Entertainment agrees that Swanee Entertainment is responsible to pay all applicable taxes on the compensation paid to Swanee Entertainment by City.

12.3 Benefits. Additionally, as an independent contractor, Swanee Entertainment will have no right to claim or receive any health or life insurance benefits, worker's compensation and/or unemployment benefits or other employee benefits from or through City, and that City will not make any unemployment, worker's compensation, or other insurance contributions on Swanee Entertainment's behalf. Swanee Entertainment agrees that Swanee Entertainment is responsible for providing, at Swanee Entertainment's own expense, any such health, life, worker's compensation, unemployment, and other insurance as Swanee Entertainment deems appropriate.

12.4 Endorsements. Swanee Entertainment will not accept, directly or indirectly from any person other than City, any money, service, or other valuable consideration, the only exception being the alcohol tips described in Exhibit A. Swanee Entertainment, without the prior permission of City, will not attempt to promote any commercial product, service, or organization of, or at the request of, any party with a financial stake in the success of such product, service, or organization.

12.5 Assignment. The Services provided by Swanee Entertainment are personal services and are not assignable. Any attempted assignment by Swanee Entertainment of any rights or obligations under this Agreement will be void. Swanee Entertainment acknowledges that Swanee Entertainment's Services are unique, unusual, special, and extraordinary, the loss of which would not be adequately compensable in damages in an action at law, and that City therefore is entitled to seek all available equitable remedies, including but not limited to injunctive relief, in case of a threatened or actual breach of this Agreement by Swanee Entertainment. Swanee Entertainment acknowledges that in the event of any breach hereunder by City, Swanee Entertainment will be limited to Swanee Entertainment's remedies at law for damages, if any, and will not have the right to enjoin the exhibition, distribution, advertising, or exploitation of the Swanee. City may assign this Agreement without Swanee Entertainment's consent in the event of a merger, the acquisition of substantially all of the assets of City, or to any affiliate. This Agreement will be binding upon and inure to the benefit of any successor to City.

12.6 Controlling Law. This Agreement will be interpreted pursuant to the laws of the State of North Carolina without reference to its conflict of laws of principles.

12.7 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN. FURTHER, EACH OF THE PARTIES HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESLLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR CITY ENTERING INTO THIS AGREEMENT.

12.8 Notice. All notices and other communications contemplated hereby must be in writing to the respective addresses of City and Swanee Entertainment listed in the Agreement: (a) personally delivered; (b) deposited in the United States mail, first-class, registered, or certified mail, return receipt requested, with postage prepaid; or (c) sent by overnight courier service (for next business day delivery), shipping prepaid. Except as otherwise specified herein, notices will be deemed given and received when received.

12.9 Entire Agreement. This Agreement shall constitute the entire, sole, and exclusive agreement between City and Swanee Entertainment with respect to the subject matter set forth and shall supersede any and all other agreements, oral or written. Each party hereto acknowledges that it has not relied upon any representation or promise not expressly set

forth herein. This Agreement cannot be changed or terminated orally. In the event of a conflict between the Agreement and the Exhibits hereto, the terms of the Exhibits shall govern.

12.10 Severability; Waiver. If any provision of this Agreement is found invalid or unenforceable, that provision or provisions shall be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

12.11 Advice of Legal Counsel. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

12.12 Non-disparagement and Confidentiality. Both during the Term (and any Extension Terms) and for one (1) year after the expiration hereof, neither party shall, in any form or manner: (1) disparage the other party (or any services co-branded by the parties) its affiliates, its advertisers, its strategic business partners; or (2) disclose or discuss with any person and/or entity not a party to this Agreement, the terms of the Agreement or of its termination or expiration or any dispute that may have arisen between the parties or otherwise disclose or disseminate any information that may be detrimental to the business interests of the other party. This Agreement may be signed in counterparts, each of which will be deemed an original, and all such counterparts together constituting one and the same Agreement.

12.13 Occupancy. During the Term, the only occupants of the Swanee shall be: (i) Swanee Entertainment member(s), (ii) employees of Swanee Entertainment engaged exclusively in activities related to the provision of Services included in Exhibit A at the direction of Swanee Entertainment or City, or (iii) a third party with a valid lease of a portion of the Swanee.

12.14 Revenues. Except as provided for in Exhibit A, 100% of all revenue streams from the operation of the Swanee will accrue to City. This includes, but is not limited to, ticket sales, admission fees, concession (food and beverage) sales, merchandise sales, alcohol sales, building leases, and building rental fees.

12.15 Expenditures. Except as provided for in Exhibit A, City will be responsible for 100% of expenditures required to operate the Swanee, including, but not limited to, the following: operating agreement fee, entertainment/performer booking fees (both advanced and final fees), merchandise purchases, event expenses, bank and credit card fees, ticket fee collection expenses, office supplies, City employee salaries (and associated benefits; if determined by City to be employed), advertising costs, concession (food and beverage) purchases, alcohol purchases, web site and social media fees, utilities, solid waste disposal expenses, landline telephone, security, property insurance, miscellaneous supplies, legal and professional fees, building repairs and maintenance, dues and subscriptions, and license fees. All expenditures will be managed by Swanee Entertainment on behalf of City subject to relevant City policies and consultation with City as necessary.

12.16. Personal Property. All personal property owned by or deemed to be owned by Swanee has been identified for conveyance to City in accordance with the Reimbursement Agreement by and between City and West Ave Entertainment, LLC executed contemporaneously with this Agreement. Swanee hereby releases to City any and all rights and interests therein free and clear claims of ownership or compensation.

13. Alcohol Management.

13.1. Permits. City will apply for its own North Carolina Alcohol and Beverage Control ("ABC") permits for the Swanee prior to the Commencement Date of this Agreement. Also prior to the Commencement Date of this Agreement an ABC Permittee Ownership Transfer Request Form will be executed by both City and Swanee Entertainment. This will allow Swanee Entertainment's current ABC permit issued under the name Swanee Entertainment LLC to remain valid until City's new permit is approved.

13.2. Acting Manager. Prior to the Commencement Date of this Agreement, Swanee Entertainment, acting as the independent contractor described in this Agreement, will apply to the ABC Commission for the designation of acting manager of the Swanee under City's new ABC permit application. More specifically, Swanee Entertainment will submit to the ABC Commission a completed and notarized ABC Retail Application and submit the application along with driver's license copy and proof of Alcohol Seller/Server Training completion.

13.3. Existing Alcohol. Upon ABC approval of the Permittee Ownership Transfer to the City, all existing unopened liquor inventory at the Swanee will be transferred to City control under its new ABC permit after securing approval from the ABC Commission for a Special One Time (SOT) Permit allowing for the transfer of the existing alcohol inventory to City under its new permit. City will purchase this inventory as part of a separate agreement with West Avenue Entertainment, LLC with special note that the purchase is from Swanee Entertainment, LLC. Upon execution of this Agreement, all alcohol not transferred to City must either (i) be destroyed or (ii) removed from the premises by Swanee

Entertainment subject to the same SOT Permit requirements described above. Upon completion of the transfer, City will contact the ABC Commission to request that the bottles are restamped so they can then be sold under the City's permit.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF KANNAPOLIS

SWANEE ENTERTAINMENT, LLC

By: _____

Michael B. Legg

City Manager

By: _____

Kenneth A. Lingafelt

Member/Manager

Address:

401 Laureate Way

Kannapolis, North Carolina 28081

Attention: City Manager

Address:

115 West Avenue

Kannapolis NC 28081

Telephone: 704-920-4300

Telephone: 704-467-0981

Exhibit A

A. Swanee Entertainment's Obligations:

1. Serve as the manager of the Swanee for day-to-day operations in liaison with the City Parks and Recreation Director or designee.
2. Perform such other reasonable and related duties as may be assigned by the Parks and Recreation Director or designee.
3. Supervise and train all Swanee Entertainment staff and contract service providers.
4. Develop an operating budget for the Term in collaboration with the City Parks and Recreation Director or designee. Manage the budget to meet the financial and operational goals of the Swanee.
5. Plan and book live performance programming designed to ensure a balance of varied types of productions and evaluate the success of productions. No booking decisions (additions, cancellations, or alternations) shall be made without prior consent of the Parks and Recreation Director or designee.
6. Within one week of the execution of the Agreement submit a marketing plan of action for input and approval by the City's Parks and Recreation Department and Communications Department.
7. Liaise and negotiate with live performers and/or live performance booking agencies. This means full coordination from booking to performance conclusion including coordination of compensation to the performer or booking agency as appropriate. Swanee Entertainment will serve as the on-site manager and will be in attendance for the entirety of all events or alternatively secure prior approval from the Parks and Recreation Director or designee for an event manager other than Swanee Entertainment's member/manager.
8. Provide for daily facility cleaning and routine maintenance of the Swanee. Swanee Entertainment will invoice City for these expenses with proper documentation. Labor/personnel charges may not exceed \$15.00 per hour. Alternatively, Swanee Entertainment and Parks and Recreation

Director or designee may collectively elect to hire a third party vendor for certain cleaning and maintenance services.

9. Provide for facility set-up/preparation before all performances. Provide take-down and cleaning after all performances. Swanee Entertainment will invoice City for these expenses with proper documentation. Labor/personnel charges may not exceed \$15.00 per hour.

10. Provide bartending services for all performances. Labor/personnel charges may not exceed \$20.00 per hour. Cash tips will accrue to Swanee Entertainment and be distributed to others at Swanee Entertainment's discretion. City will disperse to Swanee Entertainment all electronically received tips at the end of each month which may be redistributed to others at Swanee Entertainment's discretion. Swanee Entertainment will invoice City for these expenses with proper documentation.

11. Ensure the Swanee meets requirements of health and safety licensing laws.

12. Plan resources effectively and provide strong leadership to develop the Swanee's role in providing a cultural center in the City central business district.

13. Develop relationships with any charities and/or funding bodies who may be interested in providing financial support to the Swanee.

14. Stay abreast of Swanee technical advancement.

15. Provide timely notices to City's Parks and Recreation Department and Communications Department staff about current and future Swanee events.

16. Adhere to all City policies and operating procedures applicable to the fulfillment of the obligations of this Agreement.

Exhibit B

SWANEE ENTERTAINMENT COMPENSATION

Provided that Swanee Entertainment is not in breach of this Agreement and has satisfactorily performed the services, duties and obligations required by City hereunder, City will pay Swanee Entertainment the sum of \$12,500.00 for each month of the Term that Swanee Entertainment renders and completes Services pursuant to the terms of this Agreement. All compensation for the performance of Swanee Entertainment's Services will be processed by City as "1099" income.



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Kristin Jones, Assistant to the City Manager, Mike Legg, City Manager
Subject: **BUDGET ORDINANCE AMENDMENT - #24-22 Swanee Theatre Renovations Reimbursement Agreement**

Action Requested by City Council

Approve Budget Amendment #24-22 Swanee Theatre Construction Reimbursement

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget amendment funds the City's reimbursement of construction costs and other expenses related to the renovation and initial operation of the Swanee Theatre. These costs include the breakdown as follows: \$1,127,243 in construction expenses (\$950,862 in improvement costs - West Avenue Entertainment "WAE" paid portion, \$30,274 in additional improvement costs, \$58,011 in WAE labor costs, \$88,095 in Swanee Entertainment LLC labor costs), \$176,566 for the construction management fee (8.5% of total construction costs), \$11,792 in contracted services for advanced payment on contracts and \$31,767 in small tools and equipment (\$21,546 in personal property and \$10,678 in operating inventory).

Fiscal Implications

An appropriation of fund balance is needed to fund the reimbursement of construction costs at the Swanee Theatre. This is accounted for in the City's long range financial plan. This amount was agreed upon and deducts the contribution of \$950,000 that the City has already funded for construction as part of the original agreement.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to approve Budget Amendment #24-22 Swanee Theatre Renovations Reimbursement Agreement (Recommended).
2. Table to a future meeting.
3. Take no action.

Attachments

1. Swanee Renovations Reimbursement Agreement Budget Amendment

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-22**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 23rd day of October 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 funds the City’s reimbursement of renovation costs and other expenses related to the renovation and initial operation of the Swanee Theatre. These costs include the breakdown as follows: \$1,127,243 in construction expenses (\$950,862 in improvement costs - West Avenue Entertainment “WAE” paid portion, \$30,274 in additional improvement costs, \$58,011 in WAE labor costs, \$88,095 in Swanee Entertainment LLC labor costs), \$176,566 for the construction management fee (8.5% of total construction costs), \$11,792 in contracted services for advanced payment on contracts and \$32,224 in small tools and equipment (\$21,546 in personal property and \$10,678 in operating inventory).

SECTION I– GENERAL FUND

Revenues:	Increase – Fund Balance Appropriated Revenue: 19900-39900	\$1,347,825
Expenditure:	Increase – Capital Improvements Expenditure: 10000-59400-SWANEE	\$1,127,243
Expenditure:	Increase – Consultants Expenditure: 15010-48300-SWANEE	\$176,566
Expenditure:	Increase – Contracted Services Expenditure: 15010-48000-SWANEE	\$11,792
Expenditure:	Increase – Small Tools and Equipment Expenditure: 15010-46200-SWANEE	\$32,224

This ordinance is approved and adopted this 23rd day of October 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Kristin Jones, Assistant to the City Manager, Gary Mills, Parks & Recreation Director
Subject: **BUDGET ORDINANCE AMENDMENT #24-16 Swanee Operations**

Action Requested by City Council

Approve budget amendment #24-16 that appropriates funding for the City assuming operations of the Swanee.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This budget amendment establishes the project budget for the City taking over the Swanee Theatre operations. This budget amendment projects a full year's worth of operations. Major costs are: \$154,000 in part-time help, \$150,000 in consultant (theatre management) fees - of which \$50,000 will be paid to Swanee Entertainment for 4 months, \$115,000 in concession supplies and \$812,000 in contracted services (\$88,000 in booking fees, \$690,000 in talent and entertainment, \$34,000 in sound and technology costs).

Fiscal Implications

This budget amendment assumes ticket and alcohol sales will meet the expense needs of operating the Swanee. This will have to be re-visited once the City establishes a trend in seeing how the theater performs within the first few months.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve budget amendment #24-16 that appropriates funding for the City assuming operations of the Swanee (Recommended).**
2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. Swanee Theatre Operating Budget

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-16**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 23rd day of October, 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 establishes the project budget for the City taking over the Swanee Theatre operations. This budget amendment projects a full year's worth of operations.

SECTION I– GENERAL FUND

Revenues:

Increase – Charges and Fees	
Revenue: 15010-36000-SWANEE	\$1,402,000

Expenditure:	Increase – Part Time Salaries	\$154,000
	Expenditure: 15010-41100-SWANEE	

Expenditure:	Increase – Printing	\$2,000
	Expenditure: 15010-43100-SWANEE	

Expenditure:	Increase – Postage	\$500
	Expenditure: 15010-43300-SWANEE	

Expenditure:	Increase – Credit Card Fees	\$60,000
	Expenditure: 15010-43800-SWANEE	

Expenditure:	Increase – R&M: Building and Grounds	\$10,000
	Expenditure: 15010-44300-SWANEE	

Expenditure:	Increase – R&M: Equipment	\$5,000
	Expenditure: 15010-44400-SWANEE	

Expenditure:	Increase – Electricity	\$12,000
	Expenditure: 15010-45220-SWANEE	

Expenditure:	Increase – Water and Sewer	\$4,000
	Expenditure: 15010-45230-SWANEE	

Expenditure:	Increase – Gas Utilities	\$10,000
	Expenditure: 15010-45240-SWANEE	

Expenditure:	Increase – Telephone	\$5,000
	Expenditure: 15010-45250-SWANEE	

Expenditure:	Increase – Facility Rental Expenses	\$21,000
	Expenditure: 15010-45450-SWANEE	

Expenditure:	Increase – Office Supplies Expenditure: 15010-46100-SWANEE	\$5,000
Expenditure:	Increase – Small Equipment and Tools Expenditure: 15010-46200-SWANEE	\$10,000
Expenditure:	Increase – Dues and Subscriptions Expenditure: 15010-46300-SWANEE	\$1,000
Expenditure:	Increase – Concession Supplies Expenditure: 15010-46620-SWANEE	\$115,000
Expenditure:	Increase – Cleaning Supplies Expenditure: 15010-46820-SWANEE	\$10,000
Expenditure:	Increase – Uniforms Expenditure: 15010-47100-SWANEE	\$3,500
Expenditure:	Increase – Contracted Services Expenditure: 15010-48000-SWANEE	\$812,000
Expenditure:	Increase – Consultants Expenditure: 15010-48300-SWANEE	\$150,000
Expenditure:	Increase – Travel and Training Expenditure: 15010-51100-SWANEE	\$2,000
Expenditure:	Increase – Capital Improvements Expenditure: 15010-59400-SWANEE	\$10,000

This ordinance is approved and adopted this 23rd day of October 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council

From: Mike Legg, City Manager, Irene Sacks, Director of Economic & Community Development, Kristin Jones, Assistant to the City Manager

Subject: **AGREEMENT AND BUDGET AMENDMENT** - Authorize the City Manager to execute the Building Integrated Communities Agreement between the City, UNC and the Camino Community Development Corporation and approve Budget Amendment #24-18 appropriating related grant funding.

Action Requested by City Council

Motion to Authorize the City Manager to execute the Building Integrated Communities Agreement between the City, UNC and the Camino Community Development Corporation and approve Budget Amendment #24-18 appropriating related grant funding.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Camino Community Development (now Camino Health Center) is a faith-based non-profit that has established a medical clinic at 729 S. Main St. In addition to providing sliding scale healthcare and mental health services to the Latino population, Camino also provides food, translation, and case management services to clients in need, including partnering with the City of Kannapolis to assist the residents affected by the recent Tiffany Drive flooding event.

Camino approached the City of Kannapolis to partner on an effort to better understand the demographics, strengths, and needs of the Hispanic community in Kannapolis. Camino's goal is to replicate the Latino Community Strengths and Needs Assessment survey that they conducted in Mecklenburg County. Camino identified a grant opportunity through UNC-Chapel Hill's Institute for the Study of the Americas, which involves using the survey data collected by Camino to develop a plan for improving communication, outreach, and local government service delivery to the City's Latino residents, which is the fastest-growing segment of our community.

The Building Integrated Communities grant is designed to develop inclusive policies and practices in areas such as communication, public safety, mobility, entrepreneurship, and leadership with Latino residents, resulting in a Community Action Plan. The roles and responsibilities of this partnership are:

- UNC-Chapel Hill staff will provide expertise and organizational support for plan development, in addition to grant funding.
- Camino will administer the Latino Community Strengths and Needs Assessment survey in Kannapolis and organize a Community Advisory Board with local stakeholders to guide the survey administration and analysis.
- City of Kannapolis will conduct an internal survey of bilingual capabilities within City staff, develop the Community Action Plan, and bring it to City Council for approval.

NOTE: At the September 25, 2023 City Council meeting, this matter was tabled to allow staff time to address concerns some councilmembers had about the language in Section 1 of the Agreement related to the terms "immigrant" and "refugee." Staff developed alternate language that is believed to satisfy this concern. Unfortunately, staff was informed by officials with the granting agency (UNC-Chapel Hill) that amending the language could take as long as three months to go through all the approvals by the university. Therefore, two choices are currently available for consideration: 1) approve the original agreement and the grant can immediately be processed (attached is the original agreement with no changes), 2) table the matter indefinitely to allow for the suggested changes to be processed by the granting agency.

The following is language that has been proposed to UNC grant administrators (deletions shown bold and strikethrough; additions shown in bold and underlined):

- "1. Background and Purpose: The Program is a community planning and leadership initiative that partners with North Carolina local governments to create inclusive practices and policies for residents born in other countries. Local governments and community stakeholders work together to improve communication, public safety, mobility, entrepreneurship, and leadership of **Hispanic immigrant and refugee** residents. The Agency must collaborate with a Community that has a 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will, together, form a core team of participants ("Team"). During the Term of the MOA, the Team will work through a process to:
- a. Learn about promising practices related to language access and **immigrant**-integration **of Hispanic newcomers into communities**;
 - b. Develop a written action plan ("Plan");
 - c. Present the Plan to appropriate local authority for approval; and
 - d. Implement at least one (1) recommendation from the Plan."

Fiscal Implications

The City will receive a total grant of \$12,000 in two installments to pay for expenses associated with development of the plan. Once the plan is finalized and approved by City Council, if the City implements at least one recommendation from the plan by April 1, 2025, the City is eligible for an additional \$25,000 in grant funds for the purposes of plan implementation.

No matching or additional funds are required from the City to receive this grant. A budget amendment is required to appropriate the revenues and expenses for this grant agreement to take place.

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

Three Options:

1. Motion to Authorize the City Manager to execute the Building Integrated Communities Agreement between the City, UNC and the Camino Community Development Corporation and approve Budget Amendment #24-18 appropriating related grant funding. *Note: the attached agreement includes the original language proposed by UNC-Chapel Hill*
2. Motion to table the matter indefinitely. *Note: this would facilitate UNC-Chapel Hill securing approval of alternate language in the agreement.*
3. Take no action.

Attachments

1. UNC BIC Kannapolis MOA 09.08.23
2. UNC Grant Budget Amendment

MEMORANDUM OF AGREEMENT FOR BUILDING INTEGRATED COMMUNITIES

This Building Integrated Communities Memorandum of Agreement (“MOA”) is made by and between the government of the City of Kannapolis (“Agency”), the community organization, Camino Community Development Corporation, Inc. (“Community”), and The University of North Carolina at Chapel Hill for its Institute for the Study of the Americas (“University”). Agency, Community, and University may be individually referred to as a “Party” or collectively as the “Parties.”

This MOA details the requirements for participation in the Building Integrated Communities Partnership program (“Program”).

1. **Background and Purpose:** The Program is a community planning and leadership initiative that partners with North Carolina local governments to create inclusive practices and policies for residents born in other countries. Local governments and community stakeholders work together to improve communication, public safety, mobility, entrepreneurship, and leadership of immigrant and refugee residents. The Agency must collaborate with a Community that has a 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will, together, form a core team of participants (“Team”). During the Term of the MOA, the Team will work through a process to:
 - a. Learn about promising practices related to language access and immigrant integration;
 - b. Develop a written action plan (“Plan”);
 - c. Present the Plan to appropriate local authority for approval; and
 - d. Implement at least one (1) recommendation from the Plan.
2. **MOA Term.** The MOA will begin on the date of the last Party’s signature (“Effective Date”) and will end on May 31, 2025, unless terminated earlier in accordance with this MOA.
3. **Requirements, Services, and Deliverables:** The following details each Party’s requirements, and each Party is expected to complete all requirements in accordance with the MOA:
 - a. **The University:**
 - i. Plan and facilitate monthly Team meetings and/or workshops to support the creation of the Plan. The monthly meetings and workshops will begin in May of 2024 and end in May of 2025. The meetings and workshops may be collectively referred to as “Events”.
 - ii. Provide the Community and Agency with Event content (meeting agendas, expert speakers, supplemental materials, and/or Zoom links, as appropriate).
 - iii. Support Agency participants in collating and analyzing responses to an internal survey to assess multilingual communication capacity.
 - iv. Support Community participants in collating and analyzing responses to surveys and meetings with Kannapolis residents.
 - v. Support Team with drafting and editing Plan, as appropriate.

- vi. Provide Spanish language interpretation during Events at no cost to the Community or Agency. Community and/or Agency must request interpretation services at least two (2) weeks in advance of the Event. Requests may be made via e-mail. Any language interpretation needs in addition to Spanish or in meetings outside of monthly University-facilitated Events should be secured by the Agency.

b. **Agency:**

i. **Participation:**

- A. Identify staff members to participate on the Team and attend monthly Team meetings.
- B. Ensure representatives of as many departments of local government as possible participate.
- C. One Team member should be the designated person who handles public communications for the Agency.
- D. Team members must regularly attend monthly Team meetings between May 2024 and May 2025 and complete the required supplemental activities to accomplish all objectives and fulfill the MOA requirements (e.g., share internal staff language surveys; develop a Plan; present Plan to appropriate officials to secure approval; and support the implementation of the Plan within local government.)

ii. **Communication:**

- A. Ensure efficient communications, including but not limited to scheduling meetings to ensure the successful completion of the Events and accomplishment of the Program's objectives.
- B. Determine preferred communication methods for both Agency team members and Community team members to encourage inclusive communication.
- C. Create a dedicated web page to share regular updates on Team progress, translated into at least one community language. This dedicated space for updates should be created as soon as possible after the Team is assembled.

- iii. **Survey:** Disseminate a survey to all Agency departments to assess multilingual communication capacity. University will assist with collection and analysis of responses.

iv. **Plan and Implementation:**

- A. Develop a draft Plan by November 15, 2024.
- B. Finalize the Plan by January 3, 2025.
- C. Schedule a presentation to approving council and/or local government authority and secure approval for the Plan by February

1, 2025.

D. Implement at least one (1) recommendation from the Plan by April 1, 2025.

v. **Costs of MOA:** Unless otherwise stated in the MOA, Agency is responsible for all costs associated with its responsibilities.

c. **Community:**

i. **Participation:**

- A. Identify a dedicated group of at least two (2) staff members to participate on the Team, so that at least one (1) member can regularly attend monthly Team meetings between May 2024 and May 2025.
- B. Team member(s) must prepare all required materials in advance of each Event and complete supplemental activities to accomplish all objectives and fulfill the MOA requirements (e.g., support local government Team members with drafting of Plan; present Plan to appropriate officials to secure approval; and support the implementation of Plans within local government and in the community, as appropriate.)
- C. Assist with community outreach and convene community members as needed to accomplish Team objectives. This includes creating a BIC stakeholder committee comprised of people who live and/or work in Kannapolis to assist with survey data collection and attend Program meetings between May 2024 and May 2025.
- D. Provide University with Latino Community Strengths and Needs Assessment results for respondents who live in Kannapolis by March 15, 2024.

ii. **Communication:**

- A. Ensure efficient communications, including but not limited to scheduling meetings to ensure the successful accomplishment of Team objectives.
- B. Share and disseminate Agency information and opportunities to community stakeholders.

iii. **Plan and Implementation:**

- A. Ensure at least one staff member attends every Event held between May 2024 and May 2025 to develop the Team's Plan.
- B. Contribute to drafting of Plan, to be finalized by January 3, 2025.
- C. Support Agency team members in presenting Plan to approving council and/or local government authority.

iv. **Designation:** Continuously maintain a 501(c)(3) designation, in accordance with the Internal Revenue Code.

4. **Compensation:** Both Agency and Community will each receive a total stipend of TWELVE THOUSAND

DOLLARS AND 00/100 (\$12,000) during the course of the Program.

- a. Agency and Community must submit the following to receive payment(s):
 - i. Completed and signed W-9;
 - ii. UNC's Direct Deposit Form for Vendors or, in the alternate, the Community may request to receive a check in lieu of direct deposit;
 - iii. UNC's Vendor Master File Record Data Form; and
 - iv. For Community Only: Proof of 501(c)(3) status.
- b. Stipend payments will be disbursed according to the following schedule. Any changes to this schedule will be memorialized in an amendment to the MOA:
 - i. **On or about November 1, 2023**, the University will process the first stipend payment of SIX THOUSAND DOLLARS AND 00/100 (\$6,000.00) to Community. **On or about March 1, 2024**, the University will process the first stipend payment of \$6,000.00 to Agency, for a total payout of TWELVE THOUSAND DOLLARS AND 00/100 (\$12,000.00).
 - ii. The following conditions must be met by the **Community** to receive the first stipend payment:
 - A. Execute this MOA and return it to the University.
 - B. Complete all required paperwork to receive stipend payments from the University.
 - C. Assemble a core staff Team that will work together to meet Program goals and submit the names, titles, and contact information for each core Team member no later than October 2, 2023.
 - D. Assemble a BIC stakeholder committee to disseminate Latino Community Strengths and Needs Assessment in Kannapolis and to participate in regular Program meetings to give recommendations for Plan. Committee members must live and/or work in Kannapolis.
 - E. Work in good faith with the University to draft and submit a work plan for completing Program milestones.
 - F. The University, Agency, and Community will create a report to track monthly progress toward Program milestones, which is required before receiving second stipend payment.
 - iii. The following conditions must be met by the **Agency** to receive the first stipend payment:
 - A. Execute this MOA and return it to the University.
 - B. Complete all required paperwork to receive stipend payments from the University.
 - C. Assemble a core staff Team that will work together to meet Program goals and submit the names, titles, and contact information for each core Team member no later than December 1, 2023.
 - D. Disseminate and complete internal Agency staff language capacity survey.
 - E. The University, Agency, and Community will create a report to track

monthly progress toward Program milestones, which is required before receiving second stipend payment.

- iv. **On or about September 1, 2024**, the University will process the second stipend payment of SIX THOUSAND DOLLARS AND 00/100 (\$6,000.00) each to Community and Agency, for a total payout of TWELVE THOUSAND DOLLARS AND 00/100 (\$12,000.00).
 - A. The funds will pay for the costs associated with completing the Program milestones and drafting a Plan.
 - B. Program milestones include but are not limited to convening Team for monthly meetings to determine community needs and workshop language access best practices; communicating with the public about program milestones; and finalizing a Plan to present to City Council (or other local governing authority) for approval.
- v. All funds must be applied toward Program costs and cannot include any of the following ineligible expenses:
 - A. Alcohol and entertainment
 - B. Any expense not directly supporting the Plan
 - C. Bad debt
 - D. Costs incurred prior to the Effective Date of the MOA
 - E. Goods or services for personal use
 - F. Equipment or other capital expenses
 - G. Indirect costs in excess of 10% of the total budget
 - H. Lobbying
 - I. Mortgage payments
 - J. Any other cost prohibited by the funder.
- vi. In addition to all other reporting requirements under this MOA, Community and Agency will submit an annual spending report detailing its use of funds in accordance with University and funding requirements.
- c. Agency and Community are each eligible for a one-time grant of up to TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) to continue implementing the Plan. All of the following conditions must be met to be eligible to receive the one-time grant. Grants are not guaranteed and shall be distributed at the University's sole discretion. All the following conditions must be met to be eligible to receive the one-time grant:
 - i. Team members must be present at and participate in all monthly events or coordinate with their respective staff to have a representative attend in their place between May 2024 and May 2025.
 - ii. For Agency: Successful completion of an internal language capacity assessment.
 - iii. Successful creation of a Plan, including a line-item budget and narrative detailing use of the grant. Budget and narrative should be finalized by March 7, 2025.
 - iv. Approval of the Plan by appropriate Agency authorities.
 - v. Successful implementation of at least one (1) recommendation from the Plan by April

1, 2025.

5. Terms and Conditions: The Parties agree to the following:

- a. **Access to Persons and Records.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 *et seq.*, typically five years), the State Auditor and UNC's internal auditors shall have access to persons and records related to this MOA to verify accounts and data affecting fees or performance under this MOA, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other action arising out of or related in any way to this MOA is commenced before the end of the retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- b. **Amendments.** This MOA may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of each of the Parties.
- c. **Assignment.** This MOA may not be assigned or delegated by any Party without the prior written consent of the other Parties.
- d. **Availability of Funds.** Any and all payments to the Agency and Community shall be dependent upon and subject to the availability of funds granted to UNC for the purpose set forth in this MOA.
- e. **Compliance with Laws.** Each Party shall comply with all laws, ordinances, codes, rules, regulations, policies, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this MOA, including those of federal, state, and local agencies having jurisdiction and/or authority. Notwithstanding the foregoing sentence, Community will maintain its 501(c)(3) designation in accordance with the Internal Revenue Code and will immediately notify UNC and the Agency if such designation is conditioned, restricted, or revoked in any way. If Community's designation is conditioned, restricted, or revoked in any way, UNC may, in its sole discretion, terminate this MOA immediately.
- f. **Confidentiality.** The Parties expressly agree that this MOA is governed by Chapter 132 Public Records of the North Carolina General Statutes. No confidential, protected, or sensitive data governed under applicable federal or State law, including but not limited to HIPAA, FERPA, NC Identity Theft Act, or PCI-DSS shall be shared under this MOA.
- g. **Debarment.** The Parties continually represent they are not currently under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation and are not currently listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).
- h. **Entire Agreement.** This MOA constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, representations,

warranties, and covenants are contained herein. There are no warranties, representations, covenants, or agreements, expressed or implied, between the Parties except those set forth in this MOA.

- i. **Force Majeure.** No Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay of transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Parties of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event.
- j. **Governing Law.** The place of this MOA, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. This MOA is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules. The exclusive venue for any judicial action or proceeding arising out of or relating to this MOA shall be the state or federal courts located in the State of North Carolina.
- k. **Headings and Numbers.** The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase shall be read to include the plural and vice-versa.
- l. **Indemnification.** The Community shall indemnify, defend, and hold harmless UNC and Agency, their respective trustees, officers, employees, and agents (collectively, "Indemnitees") from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) this MOA; (ii) a breach of this MOA by the Community; or (iii) any misconduct or acts of negligence by the Community or its employees or agents in the performance of this MOA.
- m. **Independent Contractors.** The Parties and their respective employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.
- n. **Insurance.** The Parties shall maintain Worker's Compensation insurance as required by law. Additionally, the Parties shall assess its own risks and maintain, at a minimum, (i) Commercial Liability insurance, and (ii) Automobile Liability coverage, if applicable. Agency and Community shall provide Certificates of Insurance to UNC upon request. Agency is permitted to satisfy the aforementioned insurance requirements by a self-

insured retention and/or excess liability policy.

- o. **Non-Discrimination.** The Parties shall not discriminate based on race, religion, sex, age, national origin, disability, or sexual orientation.
- p. **Notices and Liaisons.** The following persons shall serve as a liaison and points of contact for issues concerning work under this MOA. The identified persons may be changed at any time by a Party notifying the other Parties in writing; this notice may be provided by e-mail.
- q. All notices, unless otherwise stated in the MOA, shall be sent via e-mail and either (i) personal delivery or (ii) delivery by a national courier (e.g., FedEx, UPS, DHL) with tracking service.

FOR UNC:

Dr. Hannah Gill
Associate Director
Institute for the Study of the Americas
CB# 3205, UNC-Chapel Hill
Chapel Hill, NC 27599-3205
919- 962-5453
hgill@email.unc.edu

COPY TO:

The University of North Carolina at Chapel Hill
Office of University Counsel
123 W. Franklin Street
Suite 600A
Chapel Hill, NC 27599
ATTN: Vice Chancellor and General Counsel

FOR AGENCY:

FOR COMMUNITY:

A. Publicity and Use of Names.

- 1) The Agency and Community shall not appropriate or use the existence of this MOA or the names, logos, photographs, images, property, service marks, or trademarks of UNC or the State of North Carolina as a part of any marketing, advertising, endorsement, promotion, or otherwise, without express prior written approval of the University. Requests to use the University's names, logos, photographs, images, property, service marks, or trademarks should

be directed to UNC's Office of Trademarks and Licensing (<http://www.licensing.unc.edu>). If UNC grants express prior written consent to use the University's names, logos, photographs, images, property, service marks, or trademarks, for marketing, advertising, endorsement, promotion, or otherwise, UNC shall have the right to reject any such use proposed by the Supplier which in the University's sole discretion violates UNC's standards of advertising or is inconsistent with UNC's role and reputation as a public institution of higher education.

- 2) No Party shall use the name and/or logo of the funder, the Blue Cross NC Foundation without its prior written approval. All requests to use the name and/or logo of the Blue Cross NC Foundation shall be made to UNC through the contacts detailed in the NOTICES provision of this MOA.
- B. **Record Retention.** Records related to this MOA shall be retained for five (5) years following its expiration or termination for any reason. If any federal or state regulation requires records be retained for a longer period, that retention period shall govern. If any litigation, claim, audit, or other civil or criminal action (collectively, "Actions") related to performance under this MOA commences before the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.
- C. **Severability.** In the event that a court of competent jurisdiction holds that a provision or requirement of this MOA violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this MOA shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- D. **Sovereign Immunity.** Notwithstanding any other term or provision in this MOA, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to UNC under applicable law.
- E. **Subcontracting.** The Community may subcontract performance of this MOA to third parties only with the express prior written consent of the University. Community remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same obligations and standards required of Community under this MOA, and the terms and conditions of this MOA shall be specifically incorporated into any agreements with subcontractors relating thereto.
- F. **Survival.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their sense and context are intended to survive the contract expiration or termination date shall so survive, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State of North Carolina statutes of limitation.
- G. **Suspension.** UNC will have the right to suspend performance of this MOA at any time by providing written notice to the Parties and specifying the dates of the suspension. In the event the MOA is suspended for any reason, UNC, in its sole discretion, shall determine if any dollars are owed to the other Parties or, in the alternate, if any dollars are owed to UNC from the other Parties as of the date

of the suspension.

H. Termination.

1) **Termination for Convenience.** At any time during the Term, any Party may terminate the MOA by giving the other Parties thirty (30) days prior written notice.

2) **Termination for Cause.**

- a. If the Agency and/or Community fail to fulfill any of its obligations under this MOA ("Breach"), UNC will provide written notice of the Breach to the Parties with an opportunity to cure by a date certain.
- b. If the Breaching Party has not cured the Breach in accordance with the written notice and the date specified, UNC shall have the right to terminate the MOA. Termination will be provided in writing and specify the date of termination.

3) **Mutual Termination.** At any time during the Term of this MOA, the Parties may mutually agree to terminate.

4) **Effect of Termination.** If the MOA is terminated for any reason, UNC, in its sole discretion, shall determine if any dollars are owed to the Community or Agency from UNC or if a refund is owed from the Community or Agency to UNC. UNC will provide notice of payment owed or refund due to the applicable Party. Dollars owed to the Community or Agency from UNC or dollars owed to UNC from the Community or Agency will be paid within thirty (30) days of the date of UNC's notice to the Community or Agency.

I. **Waiver.** Notwithstanding any other language or provision in this MOA, nothing is intended or shall be interpreted as a waiver of any right, remedy, default, or breach otherwise available to UNC. A waiver of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

6. **Execution:** This MOA is accepted and agreed to by each Party, as indicated by the signature of each Party’s authorized representative below.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By: _____
Printed Name: _____
Title: _____
Date: _____

NAME OF AGENCY:

By: _____
Printed Name: _____
Title: _____
Date: _____

NAME OF COMMUNITY:

By: _____
Printed Name: _____
Title: _____
Date: _____

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024
Amendment # 24-18**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 23rd day of October, 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 budgets for a \$12,000 UNC grant received that will be utilized to work with Camino and UNC to develop a plan for engaging the Latino community.

SECTION I – GENERAL FUND

Revenue:	Increase: Private Grant Revenue: 10000-34800	\$12,000
Expense:	Increase: Recruitment Initiatives Revenue: 11115-43415	\$12,000

This ordinance is approved and adopted this 23rd day of October, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
October 23, 2023

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **APPOINTMENT** - Appoint a Kannapolis Representative to the Rowan-Kannapolis ABC Board

Action Requested by City Council

Motion to appoint a representative to a three-year term on the Rowan-Kannapolis ABC Board.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Rowan - Kannapolis ABC Board consists of three members with each of the three seats appointed by Rowan County, the City of Kannapolis and the City of Salisbury. The ABC Board retains authority to set policy and adopt rules in conformity with ABC laws and commission rules. As the terms of the initial board members expire, their successors are to be appointed for three-year terms. In August of this year, City Council appointed Sam Moore to the City's vacant seat. Sadly, Mr. Moore passed away earlier this month, so the Kannapolis seat is again vacant. The Kannapolis seat is for a three-year term that began July 2023 and ends June 2026.

Two additional applications were recently received for this position: Ken Geathers, and Mike Morton, Jr. Mr. Geathers lives on Steepleton Drive in the eastern part of the City; he is a former member of City Council. Mr. Morton is a Kannapolis native and business owner who lives off Enochville Road just outside the City limits.

There is not a residency requirement as this is not a City board, but that can certainly be a consideration. As a note, one of the City's previous representatives, Mike Price, did not live in the City limits.

Applications for Mr. Geathers and Mr. Morton are included with this staff report.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

Two Options:

1. Motion to appoint a representative to a three-year term on the Rowan-Kannapolis ABC Board.
2. Motion to direct staff to re-open the application process and table the item to the December 11, 2023 City Council meeting.

Attachments

1. M. Morton
2. K. Geathers



APPLICATION FOR APPOINTMENT TO THE CITY OF KANNAPOLIS BOARDS AND COMMISSIONS

The Kannapolis City Council believes that all citizens should have the opportunity to participate in governmental decisions. One way to participate is by serving as a citizen member of one of the City's Advisory Boards or Commissions. If you would like to be considered for appointment as the City's representative on the Rowan/Kannapolis Alcoholic Beverage Control (ABC) Board, please complete this application. Applications can be mailed to Bridgette Bell, City Clerk, 401 Laureate Way, Kannapolis, NC 28081, or emailed to Bridgette Bell at bbell@kannapolisnc.gov.

****There is no legal requirement for residency for the ABC Board, but residency may be a factor in the City Council's decision.***

Contact Information:

Name Mike Morton

Address 164 Laurel Crest Dr.

City/State/Zip Kannapolis, NC 28081

Home Phone _____ Work/Cell Phone 704-938-3189/704-201-3078

Email Address mamortonjr@gmail.com

You must reside within the City limits of Kannapolis. County You Live in. Rowan

Do you live within the City's Extraterritorial Jurisdiction? (ETJ) (Rowan County Only) Yes

PROFESSIONAL BACKGROUND:

Current Employer self

Occupation Dentist

Professional Background Dentist 2007-present, NFL official 2022-present, ACC official 2015-2021
NFL player 1995-2002

Educational Background BS Biology UNC 95, DDS UNC School of Dentistry 2007

CIVIC BACKGROUND:

Dare Speaker, Past member Cabarrus Co Crime Stoppers Board,
Scout Leader, Youth Sports Coach YMCA/
Kannapolis City Rec, Speaker for KEF, Speaker as asked by ABC
Board

Community and Civic Involvement: _____

Dental Missions for International Missions Board, Volunteer Coach for KMS baseball, ALB Football

Past member Rowan YMCA Board, Past member ALB Boosters,
Other Board, Commissions, or Committees on which you are currently serving?: _____

List three people who are not related to you who have definite knowledge of your qualifications to
serve on this commission.

	Name	Occupation	Address	Telephone
1.	<u>Ryan Dayvault</u>	_____	_____	<u>704-791-5843</u>
2.	<u>Terry Osbourne</u>	_____	_____	<u>704-754-3940</u>
3.	<u>Chip Buckwell</u>	_____	_____	<u>704-791-5031</u>

Applications will be purged after two years. Please reconsider reapplying at that time if you remain
interested on a Board or Commission and have not yet been appointed.

I hereby authorize the City of Kannapolis to verify all information in this application.

Date 8/17/23 Signature Michael A Morton

*Please note that pursuant to NC General Statutes Chapter 132, Public Records, applications submitted for these
appointments are public records and may be subject to public disclosure.*

Toggle Side Nav

Application for Appointment to Boards and Commissions

The Kannapolis City Council believes that all citizens should have the opportunity to participate in governmental decisions. One way to participate is by serving as a citizen member of one of the City's Advisory Boards or Commissions. If you would like to be considered for appointment to the Personnel Advisory Board, Planning and Zoning Board, Board of Adjustment, Parks and Recreation Commission or Community Improvement Commission, please complete this form.

*Required Fields are marked in red.

Board Preference (use each number once, 1 = most Desired, 6 = least Desired)

(ie. If you selected 1 for Planning & Zoning then you cannot select 1 for any of the other boards/commissions.) There will be required questions based on your top 2 choices.

Planning & Zoning

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Board of Adjustment

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Parks & Recreation Commission

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Personnel Advisory Board

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Community Improvement Commission

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

ETJ Seat*

- ☐ Planning & Zoning
☐ Board of Adjustment

*You must be a Resident of Kannapolis or live in the Extraterritorial Jurisdiction area to serve. The City of Kannapolis has Extra Territorial Jurisdiction (ETJ) in the Rowan County portion of Kannapolis and extends up to a mile from the City Limits in some places. Only residents who live within the ETJ are eligible to fill ETJ seats on the Planning Board and Board of Adjustment. If you have questions about whether you live in the ETJ or not, please call the Planning Department at 704-920-4359.

Contact Information

Name

Kenneth B. Geathers Sr.

Address

1545 Steepleton Drive

Street Address

Kannapolis

City

NC

State

28083

Zip Code

Home Phone

(000) 000-0000

Phone Number

704-932-1610

Work/Cell Phone

(000) 000-0000

Phone Number

704-224-7959

Email

GeathersK@AOL.com

Do you reside within the City limits of Kannapolis?

- ☒ Yes
☐ No

County Residency

Cabarrus

Are you within the City's Extraterritorial Jurisdiction? (ETJ) (Rowan Only)

- ☐ Yes
☒ No

Professional Background

Current Employer

Retired PillowTex Corp/ Bill Hefner VA Medical Center

Occupation/Professional Background

HR Manager / Addiction Therapist

Education Background

BS math Livingstone College Salisbury NC

Civic Background

Community and Civic Involvement

Kannapolis City Council 1984-2003
President Cabarrus County American Red Cross
President Kannapolis Rotary Club

Board of Directors Cannon YMC A
Board of Directors Central Council Boy Scout of America
Board of Directors Hornets West Girl Scout Council

Other Boards, Commissions, or Committees on which you are currently serving?

None

References

List three people who are not related to you who have definite knowledge of your qualifications to serve on this board/commission.

1. Name

Leonard Chapman Jr.

Occupation

Retired

Address

217 York Ave Kannapolis, NC 28083

Phone

(000) 000-0000

~~704~~
704 706 7834

Phone Number

2. Name

Lura W Steepleton

Occupation

Retired

Address

269 Esther Circle Kannapolis NC 28083

Phone

(000) 000-0000

704 932 7008

Phone Number

3. Name

Sylvia D Dickerson

Occupation

Nurse Practitioner

Address

260 Kings Terrace Salisbury NC 28140

Phone

(000) 000-0000

704 798 4507

Phone Number