



**CITY COUNCIL
BUSINESS MEETING AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY,
KANNAPOLIS NC
NOVEMBER 27, 2023 6:00 PM**

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

RECOGNITIONS

- A. Recognition of 2023 Kannapolis 101 Resident Graduates (Annette Privette Keller, Director of Communications, Betsy Barnette, Communication Specialists, Sam Keck, Communication Specialists)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

- A. National Pearl Harbor Remembrance Day (Darrell Hinnant, Mayor)
- B. National Native American Heritage Month (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. November 13, 2023 Work Session Minutes (Bridgette Bell, City Clerk)

BUSINESS AGENDA

- A. **PUBLIC HEARING:** Voluntary Annexation (A-2023-08) of approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road and consider a motion to extend the Corporate Limits of the City of Kannapolis. (Elizabeth McCarty, Assistant Planning Director)
- B. **PUBLIC HEARING - DA (2023-04)** - Kellswater LLC (Kellswater Commons) - Conduct a Public Hearing and approve a Resolution approving the Ordinance for the execution of the Development Agreement. (Wilmer Melton, Assistant City Manager)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

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

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
November 27, 2023

To: Mayor and City Council

From: Annette Privette Keller, Director of Communications, Betsy Barnette, Communication Specialists, Sam Keck, Communication Specialists

Subject: Recognition of 2023 Kannapolis 101 Resident Graduates

Action Requested by City Council

Presentation Only. No Action Required

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Twenty-six residents of Kannapolis were curious enough about how our city government works, that they dedicated ten weeks to the Kannapolis 101 program. They went behind the scenes to look at everything from Public Safety to Economic Development and Environmental Services.

The participants of the Fall 2023 session were:

Arnette Stafford Walker	Austin Johnson	Beryl Torrence
Bob Doty	Cindy Truesdale	Darrell Lipe
Dave Argabrite	Debbie Wilkinson	Donna Safrin
Isaac Miller	Jamie Smith	Joyce Schmit
Kemp Edwards	Linda Chininga	Melinda Richardson
Mylene Matthews Manzano	Naomi Hatchell	Pamela Smith
Patricia Parr	Patricia Sellers	Samantha (Sam) Merchak
Serena Edwards	Ted Laukaitis	Willie Rash
Yolanda Cooke	Zach Erwin	

Fiscal Implications

Presentation No Action Required.

Policy Issues

N/A

Legal Issues

N/A

Recommendations and Alternate Courses of Action

No Action Required

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report
November 27, 2023

To: Mayor and City Council
From: Darrell Hinnant, Mayor
Subject: National Pearl Harbor Remembrance 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. National Pearl Harbor Day 2023



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

NATIONAL PEARL HARBOR REMEMBRANCE DAY

WHEREAS, on a serene Sunday morning on December 7, 1941, the skies above Pearl Harbor were darkened by the bombs of Japanese forces in a surprise attack that tested the resilience of our Armed Forces and the will of our Nation, and

WHEREAS, we mourn the loss of more than 2,400 Americans whose lives were lost and 1,178 that were injured during the surprise attack on our homeland that changed the course of America and world history. Their service and sacrifice and the service and sacrifice of all our World War II veterans will be forever honored on this day by the citizens of a free and grateful Nation, and

WHEREAS, Pearl Harbor touched many lives, both military and civilian, although decades have passed since that ill-fated day in December of 1941, remains important today as it was over 75 years ago, and

WHEREAS, our Nation remains forever indebted to all those who gave their last full measure of devotion eight decades ago. We will never forget those who perished, and we will always honor our sacred obligation to care for our service members, veterans, and their families, caregivers, and survivors.

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 urge all citizens to observe December 7, 2023, as National Pearl Harbor Remembrance Day and encourage all Americans to reflect on the courage shown by our brave warriors that day and remember their sacrifices.



IN WITNESS WHEREOF, I have set my hand and caused the great seal of the City of Kannapolis to be affixed the 27th day of November 2023.

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report
November 27, 2023

To: Mayor and City Council
From: Darrell Hinnant, Mayor
Subject: National Native American Heritage 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. Native American Heritage Month Nov 2023



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

“NATIVE AMERICAN HERITAGE MONTH”

WHEREAS, the first time American Indian Day was declared was in May 1916. In 1990, a joint resolution was approved by George H.W. Bush, which called for November to be named National American Heritage Month. Declarations like these have been issued since 1994, such as Native American Heritage Month and National American Indian and Alaska Native Heritage Month; and

WHEREAS, North Carolina's Native American Heritage Month creates an opportunity to honor and celebrate the great history and heritage of the American Indian people who have lived and worked in North Carolina; and

WHEREAS, North Carolina is home to eight state-recognized Indian tribes including the Coharie, Eastern Band of Cherokee, Haliwa-Saponi, Lumbee, Meherrin, Occaneechi Band of the Saponi Nation, Sappony, and Waccamaw-Siouan. North Carolina is also home to four Urban Indian Organizations that hold membership on the North Carolina Commission of Indian Affairs; and

WHEREAS, North Carolina's 2023 Native American Heritage Month theme is, “Many Tribes, One People” underscores the unity and strength as well as the rich history and culture of North Carolina’s tribal communities.

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 2023 as “National American Heritage Month” in the City of Kannapolis and commend its observance to all citizens.



IN WITNESS WHEREOF I have set my hand and Caused the Great Seal of the City of Kannapolis to be affixed this 27th day of November 2023.

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report
November 27, 2023

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: November 13, 2023 Work Session Minutes

Action Requested by City Council

November 13, 2023 Work Session Minutes

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 11-13-2023 Work Session

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
November 13, 2023**

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, November 13, 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
Darrell Jackson
Ryan Dayvault
Dianne Berry

Council Members Absent: Tom Kincaid

City Manager: Mike Legg

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Irene Sacks	Kirk Beard
	Gerald Faulkner	Annette Privette Keller
	Brian Roberts	Elizabeth McCarty
	Heather James	Betsy Barnett
	Samantha Keck	David Jordan
	Nathan Butler	

Others Present:	Bob Doty	Joe Hatley
	Scotty Brown	Sophia Wilkerson
	Bobby Connor	John Crawford
	Betsy Barnette	Bretta Dodson
	Cedric Smith	Chase Lewis
	Chris Overcash	Chris Tarlton
	Danielle Hough	Heather James
	Jeremi Carter	Jessica Ferris Irick
	Kenny Llywely	Laura Coppola

Lauren Barnes Luis Bravo
Melanie Hassler Meredith Wolfe
Timothy Shuffler Nayeli Gutierrez Hernandez
Ryan Scharbarth Sam Monahan
Shari Hoehman Tammy Justice
Albaro Reyes-Martinez

RECOGNITIONS:

Twenty-three City of Kannapolis employees were curious about other departments and how we all work together, that they dedicated ten weeks to the Kannapolis 101 program. They went behind the scenes to look at everything from Public Safety to Economic Development and Environmental Services. The participants of the Fall 2023 session were recognized and received a Certificate of Certification.

Albaro Reyes-Martinez	Betsy Barnette	Bretta Dodson
Cedric Smith	Chase Lewis	Chris Overcash
Chris Tarlton	Danielle Hough	Heather James
Jeremi Carter	Jessica Ferris Irick	Kenny Llywely
Laura Coppola	Lauren Barnes	Luis Bravo
Melanie Hassler	Meredith Wolfe	Nayeli Gutierrez Hernandez
Ryan Scharbarth	Sam Monahan	Shari Hoehman
Tammy Justice	Timothy Shuffler	

APPROVAL OF AGENDA

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

CONSENT AGENDA

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

Voluntary Annexation A-2023-08 Resolution Directing the Clerk to Investigate and Certify the Petition and adopt a Resolution of Intent to Annex and fix date of a Public Hearing on 1.06 acres of property located at 3060 Placid Road. (Richard Smith, Planning Director) (Copy included as Exhibit A)

Ordinance and Reimbursement Resolution for Capital Expenditures (Kristin Jones, Assistant to the City Manager, Brian Roberts, Finance Director) (Copy included as Exhibit B)

1 October 09, 2023, Work Session Minutes; October 23, 2023, Business Meeting Minutes and
2 October 23, 2023, Closed Session Minutes (Bridgette Bell, City Clerk)
3

4 **BUSINESS AGENDA:**

5 **Public Hearing and Adopt Resolution - Conduct Public Hearing and Approve Resolution**
6 **Authorizing the City Manager to Execute an Agreement for the Exchange of Property**
7 **(Walter Safrit, City Attorney) (Copy included as Exhibit C)**

8 City Manager Legg explained as outlined in the Staff Report included as Exhibit C, the Nonbinding
9 Letter of Intent between the City and Insite Properties dated September 19, 2022, contemplated a
10 good faith negotiation for the City's acquisition of three residential lots adjoining the Main Street
11 Railroad Station intended for additional parking for the station and downtown. The negotiations
12 ultimately included a swap of City-owned land for the Insite land. Insite requested the transfer of
13 a small strip of City property at 415 South Main. This is desirable as Insite's adjoining multi-
14 family property needs the strip for its parking lot. The swap would be favorable for the City as the
15 three lots owned by Insite have a tax value of \$765,750.00 whereas the City-owned strip has an
16 estimated value of \$62,000.00. the City Manager is authorized and directed to execute the
17 Agreement for the exchange contemplated herein and the documents and instruments necessary
18 for the conveyance of the City property and acceptance of the exchanged property in accordance
19 with this Resolution.
20

21 There being no comments or questions, Mayor Hinnant opened the public hearing to those in
22 attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public
23 hearing.
24

25 Council Member Jackson made a motion to approve a Resolution authorizing the City Manager to
26 execute the exchange of real property. Motion was seconded by Council Member Berry and
27 approved by unanimous vote.
28

29 **Bid Award and Adopt a Budget Ordinance Ballpark Player Development License (PDL)**
30 **Improvements (Mike Legg, City Manager) (Copy included as Exhibit D)**

31 City Manager Legg explained as outlined in the Staff Report include as Exhibit D, in March 2023,
32 staff shared with City Council information about the organizational shift between Major League
33 Baseball (MLB) and Minor League Baseball (MiLB) that resulted in MLB assuming control of the
34 organization and oversight of the Baseball Minor Leagues. MLB then announced an initiative to
35 contract or eliminate a substantial number of minor league franchises that were either poor
36 performing organizations or were operating in sub-standard stadiums. As a result of this initiative,
37 approximately 40 franchises were eliminated (mostly in the Florida rookie leagues) and a new
38 licensing process was announced. Each minor league franchise would be granted a Player

1 Development License (PDL); essentially a contract with MLB to develop players who, hopefully,
2 one day would make it to the Major Leagues. As a part of this process, MLB contracted with a
3 private 3rd party to assess and score every minor league stadium. The company: Ewing Cole,
4 completed the Atrium Health Ballpark assessment in Kannapolis on August 12th, 2022.

5
6 This process “scored” every facility on every facet of stadium operations and issued penalty points
7 to the franchise for any perceived deficiencies. For Atrium Health Ballpark, there were 42
8 deficiencies, earning a total of 102 penalty points. These items ranged from field issues like the
9 pitcher’s mound not being high enough, to insufficient field lighting, to below the bowl issues like
10 insufficient commissary space for the teams. The Cannon Ballers have corrected all the on-field
11 improvements and batting tunnel/dugout improvements. Tonight’s action will improve all the
12 necessary facility modifications, except the field lighting (which could be delayed for several
13 years). The necessary modifications being made to the ballpark are as follows: Creating separate
14 facilities for female staff (umpires and coaches), each with direct access to the field.

- 15
- 16 ➤ Adding commissary space for the home and visitor locker rooms.
- 17 ➤ Adding space in the training and coaching areas.
- 18

19 The penalty for not meeting the thresholds is the potential revocation of the team’s franchise. Keep
20 in mind that it is the goal of Major League Baseball to reduce the number of minor league
21 franchises, so they aren’t concerned with the hardships that these requirements impose. MLB
22 placed the responsibility for the ballpark improvements on the individual minor league franchises.
23 Our lease agreement with Temerity Baseball addresses how a situation like this would be handled,
24 and in most cases, the cost burden of most of these improvements is the responsibility of the City.

25
26 The CapEx Fund, set up for Capital Improvements and unexpected expenses, has \$413,627
27 available to handle most of the costs; however, there is an appropriation of fund balance required.
28 In March 2023, the cost for improvements was estimated \$425,000 +/- . Bids were solicited this
29 fall and opened on October 24, 2023. There were five bids submitted. All the bid submittals are
30 listed below for reference. There is also an allowance required for the anticipated \$50,000 work.

- 31
- 32 ➤ GCL Development - \$540,000 (base bid) + \$50,000 allowance for a total winning bid of
- 33 \$590,000 Other bids were:
- 34 ➤ Ikes Construction \$680,000
- 35 ➤ Swinerton \$730,000
- 36 ➤ Miles-McClellan Construction \$764,000
- 37 ➤ R.J. Leeper Construction, LLC \$952,667
- 38

1 The Budget Ordinance also funds the design and construction management costs of Creech and
2 Associates (\$59,000). The total cost of PDL Ballpark Improvements is estimated at \$649,000 with
3 \$413,627 coming from Cap Ex and the remaining coming from fund balance (\$235,373). This is
4 accounted for in the City's long range financial plan. Funding via Ballpark CapEx Fund and Fund
5 Balance (cash reserves) is recommended to fund the improvements.

6
7 Council Member Jackson asked if this is something we would be faced with on a yearly basis? City Manager
8 Legg said it was a one-shot deal. He had mentioned the lighting that was not one of the conditions, but the
9 way it works is that you must meet a certain number of deficiencies for the current year, and he does not
10 think it will change. He mentioned there some teams with 100-year-old facilities in a bad way and talking
11 millions and millions of dollars to upgrade, Asheville is a good example. Kannapolis is blessed to have a
12 new facility. At the end of the day, the baseball owners call the shots.

13
14 Council Member Berry asked how far you can push out the lighting and what is the estimated cost.
15 Mr. Legg called Mr. Scottie Brown to the podium.

16
17 Scottie Brown, President of Temerity Baseball, 311 Kingsley Drive, Charlote, NC. The latest estimate of
18 foot candles that are in the infield and the amount of foot candles in the outfield, minimum requirements,
19 came in at \$425,000, representing 6 penalty points. Their approach is they must be below 10 penalty points
20 by opening day 2025. It is their hope to do everything else that needs to be done so that we don't have to
21 do the lighting anytime soon, maybe never. Mr. Legg added that is the plan to shift some of the smaller
22 things over time and not have to do the lighting.

23
24 Mayor Hinnant asked if all these other things would be completed before next season. Mr. Brown
25 stated they will be completed by the next season because they must be below 20 points by the next
26 year's opening day.

27
28 Council Member Dayvault made a motion to award the total base bid amount of \$540,000 to GCL
29 Development and adopt a budget ordinance appropriating fund balance to fund the Player
30 Development License Ballpark License (PDL) Improvements. Motion was seconded by Council
31 Member Dixon and approved by unanimous vote.

32
33 **CITY COUNCIL COMMENTS:**

34 Council Member Dayvault requested that the Pledge of Allegiance and Prayer be added back to
35 the work session agendas.

36
37 There being no further business brought before Council, Council Member Dayvault made a
38 motion.

39 to adjourn. Motion was seconded by Council Member Dixon and approved by unanimous vote.

1
2 The meeting adjourned at 4:50 PM on Monday, November 13, 2023.
3
4
5

6 Milton D. Hinnant, Mayor

7
8 Bridgette Bell, MMC, NCCMC
9 City Clerk
10



Kannapolis City Council

City Council Agenda Staff Report
November 27, 2023

To: Mayor and City Council

From: Elizabeth McCarty, Assistant Planning Director

Subject: **PUBLIC HEARING:** Voluntary Annexation (A-2023-08) of approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road 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-2023-08 to consider the voluntary annexation of approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road and further identified as Cabarrus County Parcel Identification Number 46727521520000.
2. Consider adopting the Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant and property owner, Marilyn Stark, has submitted an application for voluntary annexation of approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road.

On November 13, 2023, City Council adopted a Resolution of Intent to Annex approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road, authorized the Clerk to Investigate the Intent to Annex, Certify the Sufficiency of the Petition and established a public hearing date of November 27, 2023.

The property is further identified as Cabarrus County Parcel Identification Number 46727521520000 and is presently located in an unincorporated area of Cabarrus County within an area designated as future growth for the City of Kannapolis. The property is located adjacent to properties that are presently located within the City of Kannapolis' jurisdiction. Further, the applicant has made this request for voluntary annexation in order to receive City services.

Fiscal Implications

None

Policy Issues

The property is located in an unincorporated area of Cabarrus County that is currently zoned Countryside Residential (CR) and in an area designated as a future growth area for the City of Kannapolis.

Legal Issues

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 *et seq.*, City Council must first direct the City Clerk to Investigate 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 November 13, 2023 meeting, City Council took action on all of the aforementioned items and set a Public Hearing date for November 27, 2023.

Recommendations and Alternate Courses of Action

1. **Motion to adopt an Ordinance extending the Corporate Limits of the City of Kannapolis (Recommended).**
2. Take no action.
3. Defer action to a future meeting.

Attachments

1. Updated Annexation Application
2. A-2023-08-Vicinity
3. A-2023-08
4. A-2023-08-BW
5. Annexation Survey
6. Public Notice Ad OrderConf
7. A-2023-08 Annexation Ordinance
8. Legal Description



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

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

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 3060 Placid Rd., Davidson NC 28036

Applicant: Marilyn P. Stark

Address: 3060 Placid Rd City: Davidson State: NC Zip: 28036

Contact number: 704-305-0400 Email: mapstark@gmail.com

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

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

Second meeting: City Council will review the petition and either 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: Marilyn P. Stark Date: 10-31-23



PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 10-31-23

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

1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 3060 Placid Rd. Davidson, further identified as Cabarrus County Parcel Identification Number _____, is non-contiguous to the primary limits of the City of Kannapolis, is approximately 1.06 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>Marilyn P. Stark</u>	<u>3060 Placid Rd. Davidson NC</u> <u>28036</u>	<u>Marilyn P. Stark</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

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

LYING AND BEING IN THE CABARRUS COUNTY, NORTH CAROLINA, BEING A 1.06 ACRE PARCEL ON THE SOUTH SIDE OF PLACID ROAD, SR# 1818, DESCRIBED IN DB 3408 PG 195 AND INDEXED AS PIN#4672 75 2152, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GRID MONUMENT NAMED ZIONISM, HAVING GRID COORDINATES OF N: 619,980.10ft, N: 1,473,242.43ft; THENCE *N 37-01-26 E - 6210.97'* TO THE **POINT OF BEGINNING** BEING A $\frac{3}{4}$ " PINCH TOP PIPE HAVING GRID COORDINATES OF N: 624,938.85ft E: 1,476,982.35ft, NEAR THE LINE OF THE COMMON OPEN SPACE FOR WATERFORD ON THE ROCKY RIVER (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 54 PG 29 AND THE SOUTH EASTERN CORNER OF JONATHAN RIVENS, DB 13190 PG 335; THENCE WITH RIVENS LINE *N 10-16-47 E - 52.07'* TO A REBAR, THE SOUTH WESTERN CORNER OF ANIBAL MONTARVO, DB 12490 PG 319; THENCE TWO CALLS WITH MONTARVO 1) *N 54-35-57 E - 360.00'* TO A REBAR 2) *N 57-09-18 W - 201.49'* (CROSSING A REBAR AT 150.81') TO A SET NAIL IN PLACID ROAD, SR# 1818, HAVING A MAINTAINED R/W OF 60'; THENCE WITHIN SAID PLACID ROAD *S 68-41-05 W - 74.38'* TO A SET NAIL; THENCE WITH THE PROJECTED LINE OF CRAIG SHAFER, DB 14184 PG 339 TWO CALLS 1) *S 47-33-28 E - 179.51'* (CROSSING A REBAR AT 44.41') TO A REBAR 2) *S 7-07-50 W - 191.70'* TO A REBAR NEAR THE LINE OF THE COMMON OPEN SPACE (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 65 PG 16 & MB 54 PG 29; THENCE WITH THE LINE OF MARILYN STARK, DB 3408 PG 195 *S 74-46-14 W - 323.17'* TO THE **POINT OF BEGINNING**. CONTAINING 1.06 ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED OCTOBER 2023, JOB#231006



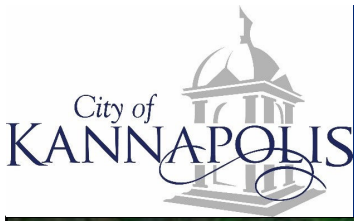
Vicinity Map

Case Number: A-2023-08
Applicant: Marilyn Stark
3060 Placid Rd



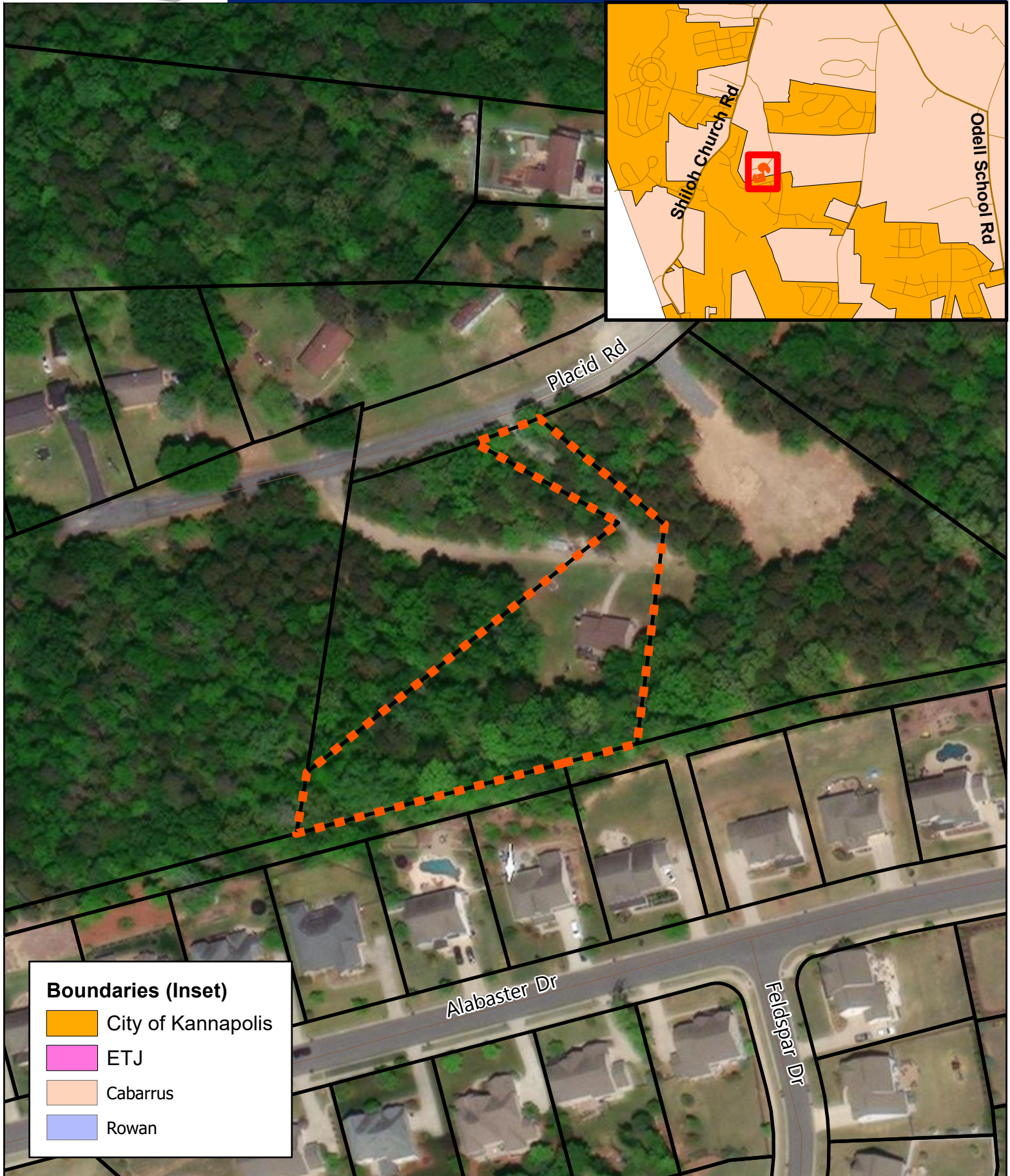
- Streets
- Parcels
- Voluntary Annexations
- City of Kannapolis

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



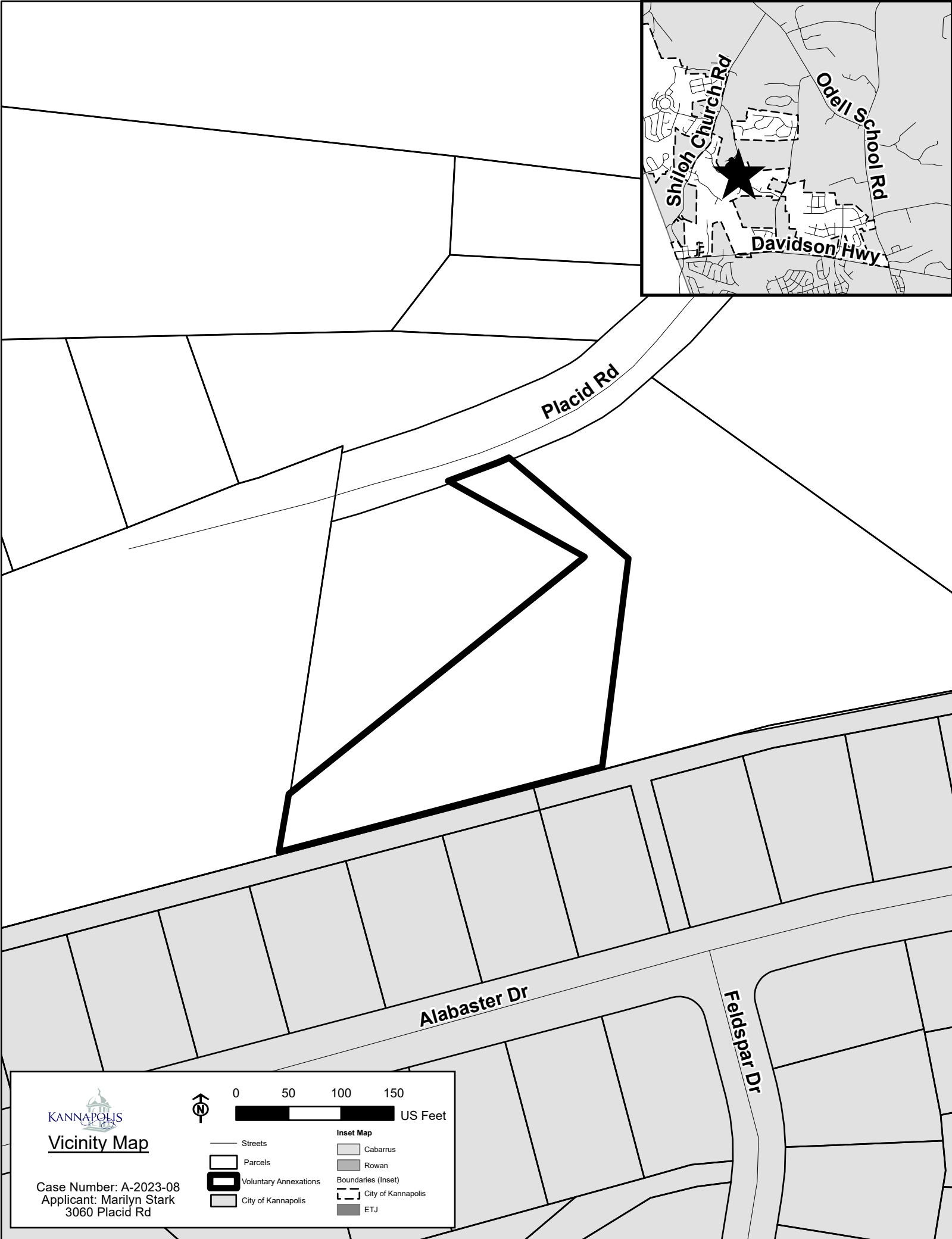
Vicinity Map

Case Number: A-2023-08
Applicant: Marilyn Stark
3060 Placid Rd



Boundaries (Inset)

-  City of Kannapolis
-  ETJ
-  Cabarrus
-  Rowan



Placid Rd

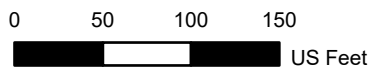
Alabaster Dr

Feldspar Dr



Vicinity Map

Case Number: A-2023-08
Applicant: Marilyn Stark
3060 Placid Rd

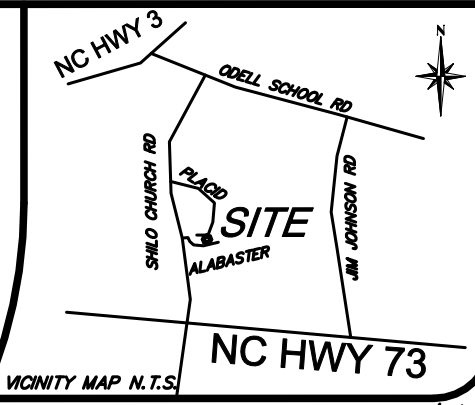


- Streets
- Parcels
- Voluntary Annexations
- City of Kannapolis

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

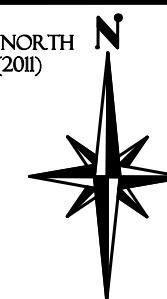
THE STATE OF NORTH CAROLINA
I, JAMES T. WEST, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION; DEED DESCRIPTION RECORDED IN ALL RECORDS SHOWN, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:23,000+/-; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATTED FROM INFORMATION FOUND AS NOTED AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH NCGS 47-30 AS AMENDED:
THE G.P.S. SURVEY WAS PERFORMED UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PREFORM THE SURVEY: CLASS OF SURVEY "AA", POSITIONAL ACCURACY 0.05", GPS PROCEDURE N.C.GRID SURVEY NETWORK RTK DATUM/EPOCH: NAD 1983 (2011) NAVD 1988 USING FIXED BASE STATION; "ZIONISM" N: 619,980.10' / E: 1,473,242.43' / ELEVATION: 738.0' COMBINED GRID FACTOR 0.99984754 GEOID MODE Q12B UNITS: US SURVEY FOOT, EQUIPMENT: SP-80 GNSS RECEIVER DATE OF SURVEY: OCTOBER 19, 2023
WITNESS MY HAND AND SEAL THIS DAY OF OCTOBER 2023

I, JAMES T. WEST, REGISTERED LAND SURVEYOR NUMBER L-3392 HEREBY CERTIFY TO ONE OR MORE OF THE FOLLOWING, AS INDICATED
A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND
C. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OF LAND
D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
E. THAT THE INFORMATION AVAILABLE IS SUCH THAT, I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A. THROUGH D. ABOVE



NUM	DISTANCE	BEARING
L1	27.42'	N42°38'42"W
L2	64.78'	N67°34'50"E

NCGS GRID NORTH
NAD 83 (2011)



CERTIFICATE OF EXEMPTION

I HEREBY CERTIFY THAT THIS PLAT IS EXEMPT FROM THE SUBDIVISION REGULATIONS OF CITY OF KANNAPOLIS DUE TO ITS EXCLUSION FROM THE DEFINITION OF SUBDIVISION AS ESTABLISHED BY KANNAPOLIS UDO 6.1.5.4 AND NCGS 160a-376(a).

PLANNING DIRECTOR

DATE

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, GREGORY BELK, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE

REVIEW OFFICER

NOTE:

THIS PROPERTY MAY BE SUBJECT TO MAXIMUM IMPERVIOUS AREA REQUIREMENTS. BEFORE MAKING ANY RENOVATIONS OR REPAIRS TO THIS PROPERTY CHECK WITH THE LOCAL PLANNING OR ZONING DEPARTMENT FOR ANY RESTRICTIONS OR REGULATIONS IN PLACE.

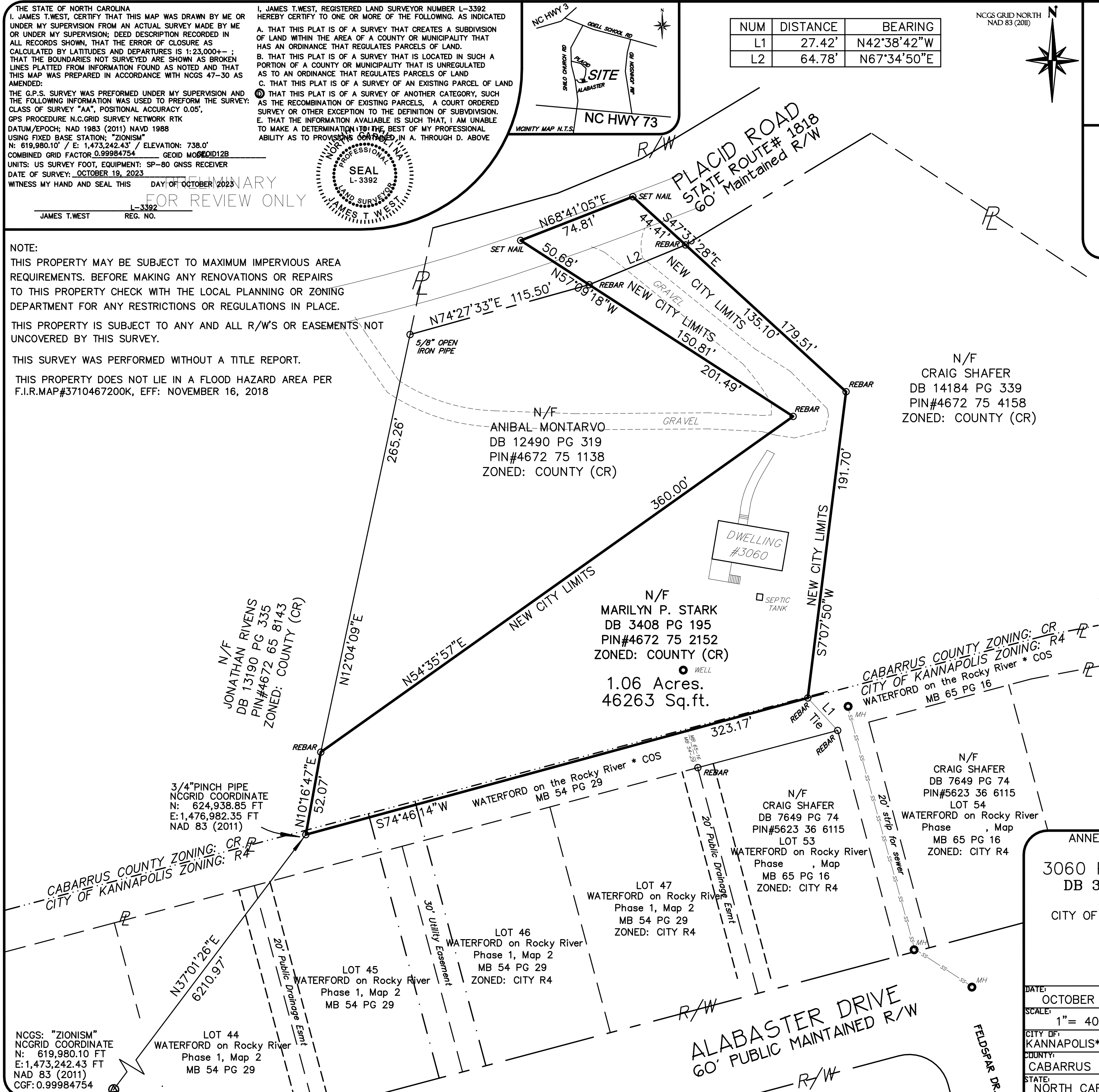
THIS PROPERTY IS SUBJECT TO ANY AND ALL R/W'S OR EASEMENTS NOT UNCOVERED BY THIS SURVEY.

THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT.

THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA PER F.I.R.MAP#3710467200K, EFF: NOVEMBER 16, 2018

Proposed
Zoning : R4
Setbacks:
Front : 25'
Side : 10'
Rear : 25'

EXISTING ZONING:
CABARRUS COUNTY:
Countryside Residential (CR)
PROPOSED ZONING:
CITY OF KANNAPOLIS:
Residential 4 (R4)



LEGEND:

EIP - EXISTING IRON PIN / PIPE PWM-PROPOSED WATER METER
NIP - NEW IRON PIN (#4 REBAR) PCO-PROPOSED SEWER CLEAN OUT
CP - COMPUTED POINT OVHDUTIL - OVERHEAD UTILITIES
P/P - POWER POLE FH - FIRE HYDRANT
SS - SANITARY SEWER PDE - PUBLIC DRAINAGE EASEMENT
R/W - RIGHT OF WAY ESMT - EASEMENT
PVM.T. - PAVEMENT STE - SIGHT TRIANGLE EASEMENT
CONC. - CONCRETE TRANSF. - ELECTRIC TRANSFORMER
Boundary & Lot Lines MH - Sanitary Manhole
-RAW- Road Right of Way COS - Common Open Space
-R- Adjoiners -OVHDUTIL- Overhead Utilities
-Old Tract Line -SS- Sanitary Sewer
-Setbacks -SD- Storm Drainage
-Easement as labeled E - Electric Line

ANNEXATION PLAT FOR THE CITY OF KANNAPOLIS FOR CONTIGUOUS ANNEXATION

3060 PLACID ROAD, DAVIDSON NC 28036
DB 3408 PG 195 * PIN# 4672 75 2152

PROPOSED SANITARY SEWER TAP
CITY OF KANNAPOLIS*TOWNSHIP# 3*CABARRUS COUNTY*NC

OWNED BY & SURVEYED FOR:
MARILYN P. STARK
3060 PLACID ROAD, DAVIDSON NC 28036



DATE: OCTOBER 2023
SCALE: 1" = 40'
CITY OF: KANNAPOLIS*#4 TWS
COUNTY: CABARRUS
STATE: NORTH CAROLINA

HARRISBURG
SURVEYING

DEUT. V: 27-17/PROV. V: 22-28
115 Plaza Dr Harrisburg, N.C.
(704)-455-9553 PHONE
<http://www.harrisburgsurveying.com>

DRAWN BY: SDG
COMP BY: JTW
REVISION

MSCAD: 231006



Order Confirmation

Order# 0000853984

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 \$357.40

Payment Amount \$357.40

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>
0000853984-01	CLS Legal	2 X 34 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 401 Laureate Way,

Run Dates 11/17/2023, 11/24/2023

<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 401 Laureate Way,

Run Dates 11/17/2023, 11/18/2023, 11/19/2023, 11/20/2023, 11/21/2023, 11/22/2023, 11/23/2023

TagLine: NOTICEOFPUBLICHEARING401LAUREATEWAYKANNAPOLISNCCITYCOUNCILMEETINGMONDAYNOVE
MBER272023AT600PMVOLUNTARYANNEXATIONA202308PUBLIC



NOTICE OF PUBLIC HEARING
401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday November 27, 2023 at 6:00 pm

Voluntary Annexation A-2023-08 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 1.06 +/- acres located at 3060 Placid Road and further identified as Cabarrus County Parcel Identification Number 46727521520000.

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

Publish: November 17, 24, 2023.

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

Annexation 2023-08

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 27th day of November 2023, after due notice by the Independent Tribune newspaper on the 17th and 24th days of November; 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 27th day of November 2023, and being more particularly described as Cabarrus County Parcel Identification Number 46727521520000.

SEE METES & BOUNDS DESCRIPTION AND SURVEY

Section 2. Upon and after the 27th day of November 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 27th day of November 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

LYING AND BEING IN THE CABARRUS COUNTY, NORTH CAROLINA, BEING A 1.06 ACRE PARCEL ON THE SOUTH SIDE OF PLACID ROAD, SR# 1818, DESCRIBED IN DB 3408 PG 195 AND INDEXED AS PIN#4672 75 2152, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GRID MONUMENT NAMED ZIONISM, HAVING GRID COORDINATES OF N: 619,980.10ft, N: 1,473,242.43ft; THENCE *N 37-01-26 E – 6210.97'* TO THE **POINT OF BEGINNING** BEING A $\frac{3}{4}$ " PINCH TOP PIPE HAVING GRID COORDINATES OF N: 624,938.85ft E: 1,476,982.35ft, NEAR THE LINE OF THE COMMON OPEN SPACE FOR WATERFORD ON THE ROCKY RIVER (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 54 PG 29 AND THE SOUTH EASTERN CORNER OF JONATHAN RIVENS, DB 13190 PG 335; THENCE WITH RIVENS LINE *N 10-16-47 E – 52.07'* TO A REBAR, THE SOUTH WESTERN CORNER OF ANIBAL MONTARVO, DB 12490 PG 319; THENCE TWO CALLS WITH MONTARVO 1) *N 54-35-57 E – 360.00'* TO A REBAR 2) *N 57-09-18 W – 201.49'* (CROSSING A REBAR AT 150.81') TO A SET NAIL IN PLACID ROAD, SR# 1818, HAVING A MAINTAINED R/W OF 60'; THENCE WITHIN SAID PLACID ROAD *S 68-41-05 W – 74.38'* TO A SET NAIL; THENCE WITH THE PROJECTED LINE OF CRAIG SHAFER, DB 14184 PG 339 TWO CALLS 1) *S 47-33-28 E – 179.51'* (CROSSING A REBAR AT 44.41') TO A REBAR 2) *S 7-07-50 W – 191.70'* TO A REBAR NEAR THE LINE OF THE COMMON OPEN SPACE (AND BOUNDARY LINE BETWEEN CABARRUS COUNTY AND CITY OF KANNAPOLIS), MB 65 PG 16 & MB 54 PG 29; THENCE WITH THE LINE OF MARILYN STARK, DB 3408 PG 195 *S 74-46-14 W – 323.17'* TO THE **POINT OF BEGINNING**. CONTAINING 1.06 ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED OCTOBER 2023, JOB#231006



Kannapolis City Council

City Council Agenda Staff Report
November 27, 2023

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager

Subject: **PUBLIC HEARING - DA (2023-04)** - Kellswater LLC (Kellswater Commons) - Conduct a Public Hearing and approve a Resolution approving the Ordinance for the execution of the Development Agreement.

Action Requested by City Council

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

Required Votes to Pass Required Action

Majority Present at Meeting

Background

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

The method of acquiring that contractual guarantee would be accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is a 11.248 +/- acre, proposed commercial project located at Kannapolis Parkway and Rogers Lake Road . The development agreement with Kellswater, LLC., calls for the development of a grocery store anchored retail shopping center as well as an outparcel building.

Fiscal Implications

This project is located in an area with existing infrastructure in place.

Policy Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Legal Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Recommendations and Alternate Courses of Action

1. **Motion to approve the Resolution approving the Ordinance (Recommended).**
2. Amend and then approve the Resolution.
3. Reject the Resolution.
4. Table action to a future meeting.

Attachments

1. Resolution Dev Ag Kellswater LLC
2. Ordinance Adopting Development Agreement between City and Kellswater LLC
3. DEVELOPMENT Agreement (DA-2023-04)
4. Kellswater Commons Outparcel 9 - Scoring Matrix (1)
5. Kellswater Commons-Master Plan
6. Kellswater Commons - Outparcel 9 Sketch Plan
7. Kellswater_Shops_A5.3-25%Glazing_SiteSub
8. Kellswater_Shops_A5.1-25%Glazing_SiteSub
9. Kellswater_Shops_A5.2-25%Glazing_SiteSub
10. Public Notice Ad OrderConf

Resolution # _____

**CITY OF KANNAPOLIS
RESOLUTION
APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS
AND
KELLSWATER, LLC**

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

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

WHEREAS, a public hearing was held on November 27, 2023, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of November, 2023.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

Ordinance # _____

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS AND KELLSWATER, LLC**

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

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

WHEREAS, a public hearing was held on November 27, 2023 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of November, 2023.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

**WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA
AND
KELLSWATER, LLC
A NORTH CAROLINA LIMITED LIABILITY COMPANY**

_____, 2023

(Kellswater Commons)

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the ____ day of November, 2023 (the “Effective Date”), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the “City”) and Kellswater, LLC, a North Carolina limited liability company (with its successors in interest, (the “Developer”). The Project will be known as Kellswater Commons. The City and the Developer are sometimes separately referred to in this Agreement as a “Party” or jointly referred to as the “Parties”.

LEGAL FRAMEWORK

The North Carolina General Statutes (“N.C.G.S.” §160D-1001 through §160D-1012), as they exist on the Effective Date of this Agreement (the “Development Agreement Act”), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

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

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

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

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

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

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

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

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

The City's Development Ordinance (the "KDO") or the Unified Development Ordinance ("UDO") if in effect upon the Effective Date and /or the City Wastewater Allocation Policy authorize the use of development agreements and provides additional requirements for such agreements.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 11.248 acres and consisting of two (2) parcels and a portion of one (1) parcel denoted by Cabarrus County parcel ID(s) 56023946640000, 56023839820000 and a portion of 56023921620000 (collectively hereinafter referred to as the "Property") and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City's ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for a grocery store anchored retail shopping center, including retail shop space per plan as well as an outparcel building.
 - 2. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. A design specific grocery store with a similarly designed adjacent retail building; and
 - 2. Construction by Developer of public infrastructure as described in Exhibit D; and
 - 3. Development of the Property in accordance with the City's Comprehensive Plan.
- F. Intentionally Deleted.
- G. Intentionally Deleted.
- H. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the November 27, 2023, meeting of the Kannapolis City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the

development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City’s website and at City Hall.

- I. The City Council adopted one or more of the following at its meeting, as applicable, on November 27, 2023; (a) an annexation ordinance; (b) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383; (c) a zoning map change and (d) an ordinance approving this Agreement (“Ordinance”). A copy of the Ordinance is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, the Parties agree as follows:

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

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

mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.

- d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
 - a) Project Development. Developer shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - (i) Material Changes. Material changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.
- 9) City Obligations.
 - a) Developer is seeking the annexation (already lies within municipal limits), where applicable, of the Property, approval of Zoning Map Change Case Number N/A and this Development Agreement.
 - b) Developer only agrees to the terms of this Agreement if the annexation, where applicable, and Zoning Map Change Case are approved.
 - c) In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit to supply public water and sewer treatment for the Project as provided therein. Developer acknowledges that any subsequent Allocation Permit(s) will be issued upon the Water and Sewer Authority for Cabarrus County’s (“WSACC”) completion of the first phase of the expansion project to the Rocky River Regional Wastewater Plant (“RRRWWTP”). Although WSACC’s construction of the first phase of expansion of the RRRWWTP has already commenced, the outside completion date of December 2024, is based upon information, projections and estimates available to City on the date of this Agreement.

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

11) Developer Obligations.

- a) Developer shall develop the Property in accordance with the Development Plan, Development Schedule and Matrix application.
- b) Developer will dedicate public utilities and facilities to City as required by Ordinance.
- c) Developer has agreed to provide the following amenity or amenities on the Property:
 - i. As shown in Exhibit E

12) Default.

- a) Developer Default. Developer must initiate construction of the Project on or before 180 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.
- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period following notice period, City may exercise any or all of the following remedies (subject to Developer's right of appeal to the Board of Adjustment):
 - i) Refuse to issue certificates of compliance for the Development Project.

- ii) Rescind any sewer allocation permit.
- iii) Terminate this Agreement.

- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a “City Default” hereunder, and Developer may be entitled to reimbursement of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate five (5) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, the “Termination Date”).
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), and except as otherwise expressly provided herein, major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties’ intentions with respect to the subject matter hereof.
- e) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third Party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the Parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term “Developer” as used herein, shall denote (i) the

named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer contained herein shall run with the land.

- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.
- i) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.

- n) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

City Manager’s Office
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: mlegg@kannapolisnc.gov

With copies to:

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

To the Developer:

Kellswater, LLC
C/O MPV Properties
2400 S. Brevard S. Suite 300
Charlotte, North Carolina 28203
Email: kchapman@mpvre.com

With copies to:

Moore & Van Allen PLLC
100 N Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Attn: J. Christopher Oates
Email: chrisoates@mvalaw.com

- p) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.

- q) Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.
- r) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.

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

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Bridgette Bell, MMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

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

Notary Public

[SEAL]

My commission expires: _____

KELLSWATER, LLC,
a North Carolina Limited Liability Company
By: MPV Properties, LLC,
its Manager

By: _____
Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is Manager of MPV Properties, LLC, Manager of KELLSWATER, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of KELLSWATER, LLC, the foregoing instrument was signed in its name by _____, Manager of MPV Properties, LLC itself the Manager of KELLSWATER, LLC.

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

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Ordinance

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

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

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

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

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

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

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

Adopted this ____ day of _____, 20__.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

Kellswater Commons Grocery Store Center – Parcel Identification Number(s) 56023946640000

THAT CERTAIN 9.878 ACRE PARCEL OF LAND KNOWN AS THE RETAIL CENTER PARCEL, AS SHOWN ON THAT CERTAIN MAP RECORDED IN MAP BOOK 97 AT PAGE 72 OF THE CABARRUS COUNTY PUBLIC REGISTRY, LOCATED IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD, SAID IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ROGERS LAKE ROAD; THENCE LEAVING SAID RIGHT OF WAY LINE S16°43'19"E A DISTANCE OF 175.85 FEET TO A FOUND IRON ROD; THENCE N64°42'39"E A DISTANCE OF 6.90 FEET TO A FOUND IRON ROD; THENCE 19.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N68°21'38"E, AND A CHORD LENGTH OF 19.10 FEET TO A FOUND IRON ROD; THENCE N72°00'37"E A DISTANCE OF 140.83 FEET TO A FOUND IRON ROD; THENCE 52.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N82°00'20"E, AND A CHORD LENGTH OF 52.07 FEET TO A FOUND IRON ROD; THENCE S87°59'58"E A DISTANCE OF 85.59 FEET TO A FOUND IRON ROD; THENCE 57.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N81°00'58"E, AND A CHORD LENGTH OF 57.16 FEET TO A FOUND IRON ROD; THENCE N70°01'54"E A DISTANCE OF 103.51 FEET TO A FOUND IRON ROD; THENCE 43.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N78°24'52"E, AND A CHORD LENGTH OF 43.74 FEET TO A FOUND IRON ROD; THENCE N86°47'50"E A DISTANCE OF 65.97 FEET TO A FOUND IRON ROD, SAID IRON ROD BEING ON THE WESTERLY RIGHT OF WAY LINE OF FURLONG WAY; THENCE ALONG SAID RIGHT OF WAY LINE, 47.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 89.00 FEET, A CHORD BEARING OF S19°01'09"E, AND A CHORD LENGTH OF 46.91 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID RIGHT OF WAY LINE S32°01'03"W A DISTANCE OF 229.17 FEET TO A FOUND IRON ROD; THENCE S02°13'21"W A DISTANCE OF 374.27 FEET TO A FOUND IRON ROD; THENCE S56°18'23"W A DISTANCE OF 402.70 FEET TO A FOUND IRON ROD; THENCE S48°12'09"W A DISTANCE OF 30.00 FEET TO A FOUND IRON ROD; THENCE N41°47'51"W A DISTANCE OF 22.72 FEET TO A FOUND IRON ROD; THENCE 49.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CHORD BEARING OF N38°56'17"W, AND A CHORD LENGTH OF 49.88 FEET TO A FOUND IRON ROD; THENCE N36°04'43"W A DISTANCE OF 100.59 FEET TO A FOUND IRON ROD; THENCE 49.91 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, A CHORD BEARING OF N38°56'17"W, AND A CHORD LENGTH OF 49.88 FEET TO A FOUND IRON ROD; THENCE N41°47'51"W A DISTANCE OF 132.22 FEET TO A FOUND IRON ROD; THENCE 83.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET, A CHORD BEARING OF N28°49'53"W, AND A CHORD LENGTH OF 83.02 FEET TO A FOUND IRON ROD; THENCE N15°51'56"W A DISTANCE OF 142.32 FEET TO A FOUND IRON ROD; THENCE 188.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N20°13'14"E, AND A CHORD LENGTH OF 176.70 FEET TO A FOUND IRON ROD; THENCE N56°18'23"E A DISTANCE OF 77.88 FEET TO A FOUND IRON ROD; THENCE 22.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF N60°30'31"E, AND A CHORD LENGTH OF 21.98 FEET TO A FOUND IRON ROD; THENCE N64°42'39"E A DISTANCE OF 17.46 FEET TO A FOUND IRON ROD; THENCE N16°43'19"W A DISTANCE OF 194.78 FEET TO A FOUND IRON ROD, SAID IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ROGERS LAKE ROAD; THENCE ALONG SAID RIGHT OF WAY LINE N80°06'41"E A DISTANCE OF 70.50 FEET TO THE **POINT AND PLACE OF BEGINNING**, HAVING AN AREA OF 9.878 ACRES (430,296 SQUARE FEET) OF LAND MORE OR LESS

Kellswater Commons Outparcel #9 – Parcel Identification Number(s) 56023839820000 and a portion of 56023921620000

THAT CERTAIN 1.366 ACRE PARCEL OF LAND BEING COMPRISED OF CABARRUS COUNTY PIN: 56023839820000 AND A PORTION OF CABARRUS COUNTY PIN: 56023921620000, LOCATED IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD, SAID IRON ROD BEING THE SOUTHWEST CORNER OF OUTPARCEL 9 AS SHOWN ON THAT CERTAIN MAP RECORDED IN MAP BOOK 97 AT PAGE 72 OF THE CABARRUS COUNTY PUBLIC REGISTRY, SAID IRON ROD ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF KANNAPOLIS PARKWAY; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) CALLS: (1) N28°26'33"W A DISTANCE OF 142.36 FEET TO A FOUND RIGHT OF WAY MONUMENT; (2) N31°19'30"W A DISTANCE OF 78.16 FEET TO A COMPUTED POINT; THENCE LEAVING SAID RIGHT OF WAY LINE N56°17'02"E A DISTANCE OF 248.19 FEET TO A COMPUTED POINT, SAID COMPUTED POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF DOGWOOD BOULEVARD; THENCE ALONG SAID RIGHT OF WAY LINE S41°47'51"E A DISTANCE OF 222.05 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID RIGHT OF WAY LINE S56°17'02"W A DISTANCE OF 295.75 FEET TO THE **POINT AND PLACE OF BEGINNING**, HAVING AN AREA OF 1.366 ACRES (59,510 SQUARE FEET) OF LAND MORE OR LESS.

EXHIBIT C

Development Plan

**[DEVELOPMENT PLAN TO BE INSERTED AFTER
CITY COUNCIL APPROVAL]**

EXHIBIT D

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

1. (Scope of Work Description).
2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before _____, 20____ but such construction shall not be an obligation of Developer.

**Developer Obligations
and Scoring Matrix**



October 19, 2022

Richard Smith
Director of Planning
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

**RE: Kellswater Commons Development
Grocery Store & Retail Buildings
WKD Project No. 20190472.CL**

Dear Mr. Smith:

MPV Kellswater, LLC has requested that WK Dickson submit the attached City of Kannapolis Wastewater Treatment Capacity Allocation Scoring Matrix and supporting documents for the City's review. This submittal to the City is for MPV Kellswater, LLC to obtain wastewater capacity allocation for a Lowes Food Grocery Store and two retail buildings as general depicted in Attachment A.

MPV Kellswater, LLC and WK Dickson have completed our preliminary scoring for the project and below is our explanations for each category that we have selected:

Development Type Category

2. Non-Residential – General Commercial (COM) (25 Points)

Community Impact Category

1. Cultural Arts/Entertainment/Sports/Recreation for public use (1 Point) – The Developer will commit to installing a 10' paved amenity walking trail from the grocery store to the sidewalk located County Down Avenue and a fitness amenity area with fitness equipment as general depicted on Attachment A. Attachments G, H & I are general depictions of the fitness amenity area concept.
10. Masonry elements included in building construction (2 Points) – The Developer will commit to a minimum of 25% of the entire building facade to be masonry elements. Examples of the proposed building façade can be seen in Attachments B-F.

14. Projected taxable value per acre exceeding \$3 million up to \$10 million (4 points) – Currently Construction cost estimate for the project is a minimum of \$27.5 million or \$3.1 million per acre for the 8.85-acre grocery store parcel.
16. Enhanced Usable Green/Open Space (2 Points) – The Developer/Grocery Store will commit to installing a Guest (Costumer) & Host (Grocery Store Attendant) Amenity Area along the front and/or side of the grocery store building as general depicted in Attachments B-D.
17. Enhanced Landscaping (2 Points) – The Developer will commit to installing enhanced landscaping at the Proposed Entrance Sign A located at the intersection of Rogers Lake Road & Furlong Way, Proposed Entrance Sign B located at the intersection of Kannapolis Parkway & Dogwood Boulevard and Parking Buffer Area A to the northwest of the grocery store as general depicted on Attachment A.
19. Trail or sidewalk connection to existing or planned public greenway, park other public spaces (2 Points) - The Developer will commit to installing a 10' paved amenity walking trail from the grocery store to the sidewalk located County Down Avenue as general depicted on Attachment A..
20. Connection to Recently Extended Utilities (2 Points) – MPV Kellswater, LLC provided funding in the 2000's for the construction of the Rogers Lake Road widening which included a watermain that this project will be utilizing as a connection.
23. Located in Targeted Growth Area (2 Points) – The Kellswater Commons Project is located in a Targeted Growth Area per the 2030 Comprehensive Plan.

We look forward to receiving your feedback on the attached City of Kannapolis Wastewater Treatment Capacity Allocation Scoring Matrix.

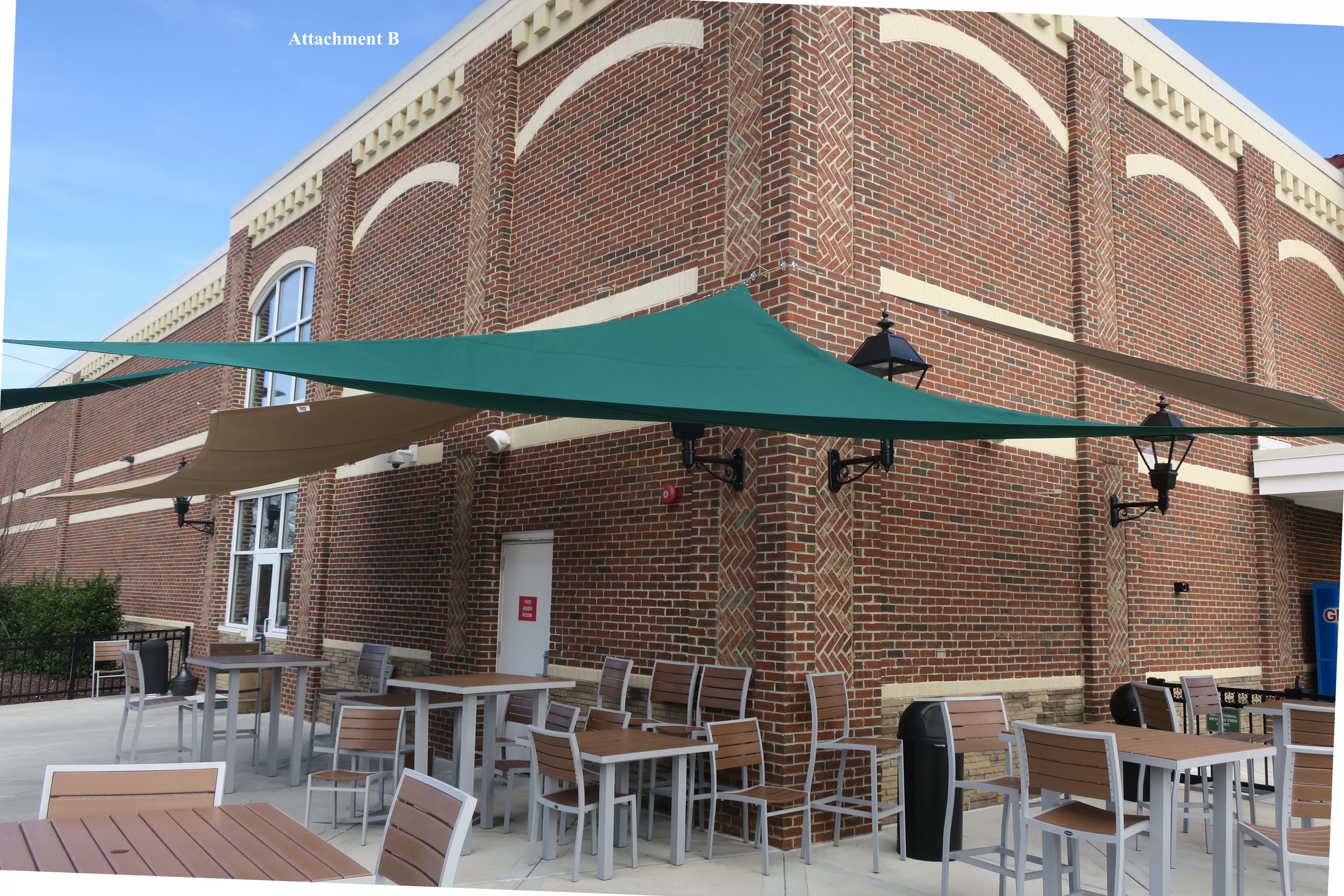
Let us know the next steps in the City of Kannapolis' Wastewater Treatment Allocation Process.

W.K. Dickson & Co., Inc.

A handwritten signature in black ink that reads "Weston Boles". The signature is written in a cursive, flowing style.

Weston Boles, PE
Practice Leader Land Development/
Vice President

Attachment B











Attachment G





Attachment I





Exhibit B WASTEWATER TREATMENT CAPACITY ALLOCATION SCORING MATRIX

Kellswater Commons Groc		Development Type ¹ (Choose 1 from this table)		TOTAL POINTS:
	Development Type Category	Points	Calc.	Notes
1	Government/Education/Public Safety (GOV)	50		Public sector projects only.
2	Non-residential – General Commercial (COM)	25	25	Includes retail, restaurants, bars, breweries and similar uses.
3	Non-residential – Office (OFF)	25		Includes general office, medical office and similar uses.
4	Non-residential –Distribution/Warehouse (DST)	30		50% or more of the use is for storage and distribution of goods.
5	Non-residential – Hotel (HTL)	25		
6	Non-residential - Industrial/Manufacturing (IND)	40		50% or more of the use is for manufacturing of goods.
7	Residential Subdivision - Single Family Detached (SFD)	15		Major or minor subdivisions.
8	Residential Subdivision - Single Family Attached (SFA)	20		Townhomes and condominiums adhering to construction standards facilitating the sale of individual dwelling units.
9	Residential – Multi-Family/Apartments (MF)	10		
10	Mixed-Use Projects (MIX)	TBD		Points determined by weighted average of all development categories based on the acreage or square footage planned for each category. Example: a 10-acre project with a 3 acres devoted to a hotel (30%), 5 acres devoted to multi-family (50%) and 2 acres devoted to a retail component (20%) would result in a development type point calculation of 18 or $(25 \times 30\%) + (10 \times 50\%) + (25 \times 20\%)$. All fraction numbers will be rounded up to the next whole number.
11	Downtown Redevelopment (DTN)	45		Projects on properties located within the Municipal Service District owned by the City of Kannapolis or Castle and Cooke, Inc. – and affiliate companies - within the past 60 months (including successor owners).
¹ Any Development Type Category not listed is subject to Planning Director discretion and assignment of reasonable points.				



Exhibit B

WASTEWATER TREATMENT CAPACITY ALLOCATION SCORING MATRIX

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
1	Cultural Arts/Entertainment/Sports/Recreation for public use	GOV, COM, OFF, HTL, DNT	+1 to 3	1	Can be residential or non-residential projects. 1 pt. per, max 3 pts (undeveloped open space = 0 pts). Cannot be double counted with Category #5.
2	Expansion of an existing residential subdivision	SFD	+2		Requires direct connection of streets, sidewalks and utility systems.
3	Renovation and adaptive re-use of an existing non-residential building ³	GOV, COM, OFF, IND, DST, HTL, DTN	+2		Improvement must meet minimum City standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-existing tax value.
4	Re-development of an existing non-residential property (removal of underutilized building) ³	GOV, COM, OFF, IND, DST, HTL, DNT	+2		Must include the removal of an existing underutilized or one or more substandard structures/buildings. Improvement must meet all minimum City development standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-redevelopment tax value.
5	Residential (all types) – active amenities included	SFD, SFA, MF	+1 to 3		Examples include pool, clubhouse, sports courts, large fire pits, community gardens, outdoor grill areas, dog parks, etc. - 1 pt. per, max 3 pts (undeveloped open space = 0 pts). Cannot be double counted with Category #1.
6	Residential (single-family detached) – Large vehicle garages provided	SFD	+1		75% of lots/homes include 24' wide x 24' deep garages or larger.
7	Residential (all types) - Overflow Parking provided	SFD, SFA, MF	+1		Minimum one additional space per 4 dwelling units. Subject to Planning Department approval.
8	Residential (single-family attached and multi-family) – Garages	SFA, MF	+1		50% of the homes include garages (half of which are attached to the unit).



Exhibit B WASTEWATER TREATMENT CAPACITY ALLOCATION SCORING MATRIX

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
9	Residential (single-family detached) - Garages	SFD	+1		100% of homes include attached garages.
10	Masonry elements included in building construction	ALL	+2	2	Must be minimum of 50% of front facing facades OR 25% of entire buildings.
11	Residential (single-family attached) side- or rear-load Garages	SFA	+1		Minimum 50% of homes.
12	Residential (single-family detached) carriage houses	SFD	+2		25% of lots will include separate accessory dwelling units (carriage houses).
13	Projected taxable value per acre exceeding \$1.5 million up to \$3 million ³	ALL	+2		
14	Projected taxable value per acre exceeding \$3 million up to \$10 million ³	ALL	+4	4	
15	Projected taxable value per acre exceeding \$10 million ³	ALL	+6		
16	Enhanced Usable Green/Open Space	ALL	+2	2	15% increase from the UDO (or successor ordinances) in required usable open/green space. May not be the same geographic area as Category #17.
17	Enhanced Landscaping	ALL	+2	2	15% increase from the UDO (or successor ordinances) in required landscaping. May not be the same geographic area as Category #16.
18	Tree Preservation	ALL	+5		Planning Department approval of a tree preservation plan that results in maintaining a minimum 30% of the pre-development tree canopy coverage of the entire site at the time of project completion. Applicant will provide an estimated tree coverage percentage of the site prior to construction, using updated aerial photography or other suitable techniques.
19	Trail or sidewalk connection to existing or planned public greenway, park other public spaces	ALL	+2	2	Including associated public easements or dedication of land and construction of the actual connection.



Exhibit B

WASTEWATER TREATMENT CAPACITY ALLOCATION SCORING MATRIX

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
20	Connection to Recently Extended Utilities	ALL	+2	2	Project will connect to water and/or sewer lines upon which the City currently maintains some level of public debt.
21	City Services or Facilities Improved	ALL	+1 to 4		Project results in improvement to an existing City service above and beyond the benefit to the project (e.g., new park land, dedicated active open space, greenway construction). City must approve and accept any land/facility dedications.
22	City Infrastructure Improved	ALL	+1 to 4		Project results in and improvement to an existing City infrastructure above and beyond the benefit to the project (e.g., sewer line installation resulting in removal of existing pump station(s), looped water lines resulting in improved fire protection, better water quality or water pressure; traffic improvements beyond those required by a Traffic Impact Statement, expanded stormwater detention beyond minimum requirements).
23	Located in Targeted Growth Area	ALL	+2	2	Per 2030 Comprehensive Plan.
24	Project is located on an existing Rider bus route	ALL	+2		Project property line within 1000 feet of bus route right-of-way.
25	Project is located in the Cannon Blvd, South Main Street or North Main Street corridor	ALL	+3		Adjacent to or with direct vehicular access to these streets. Cannon Blvd from southern City limits to northern City limits. South Main Street from Dale Earnhardt Blvd to Rogers Lake Road. North Main Street from North Loop Road to Kimball Street.
26	Variance required	ALL	-3		
27	Amendment to the 2030 Comprehensive Plan required	ALL	-3		
28	Pump Station Improvements required ²	ALL	-2		Subject to City policy and standards. Projects that fund these improvements will not be subject to the deduction of points and may be eligible for additional points for City infrastructure improvements.



Exhibit B

**WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING MATRIX**

Community Impact Bonus Points

(Choose All that apply from this table)

	Community Impact Category	Type	Points	Calc.	Notes
29	New Pump Station(s) Required ²	ALL	-5		Subject to City policy and standards.

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

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



Exhibit C
WASTEWATER TREATMENT
CAPACITY ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

Development Type¹

(Choose 1 from this table)

TOTAL POINTS:

	Development Type Category	Points	Calc.	Notes
1	Government/Education/Public Safety (GOV)	50		Public sector projects only.
2	General Commercial (COM)	25		Includes retail, restaurants, bars, breweries, and similar uses.
3	Office (OFF)	15		Includes general office and similar uses.
4	Medical (MED)	35		
5	Distribution/Warehouse (DST)	30		50% or more of the use is for storage and distribution of goods.
6	Hotel (HTL)	25(+5)		Additional points for amenities (indoor pool, restaurant, location, etc.)
7	Grocery	30 (+5)		Additional points for location in food desert (+5)
8	Childcare Facility	20		
9	Industrial/Manufacturing (IND)	40		50% or more of the use is for manufacturing of goods.
10	Mixed-Use Projects (MIX) 40% Medical/Dental 60% General Commercial	TBD	29	Points determined by weighted average of all development categories based on the acreage or square footage planned for each category. Example: a 10-acre project with 3 acres devoted to a hotel (30%), 5 acres devoted to multi-family (50%) and 2 acres devoted to a retail component (20%) would result in a development type point calculation of 18 or (25x30%) +(10x50%) +(25x20%). All fraction numbers will be rounded up to the next whole number.
11	Downtown Redevelopment (DTN)	45		Projects on properties located within the Municipal Service District owned by the City of Kannapolis or Castle and Cooke, Inc. – and affiliate companies - within the past 60 months (including successor owners).

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



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

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

	Community Impact Category	Type	Points	Calc.	Notes
1	Cultural Arts/Entertainment/Sports/Recreation for public use	GOV, COM, OFF, HTL, DNT	+1 to 3	1	Can be residential or non-residential projects. 1 pt. per, max 3pts (undeveloped open space = 0 pts). Cannot be double counted with Category #5.
2	Renovation and adaptive re-use of an existing non-residential building ³	GOV, COM, OFF, IND, DST, HTL, DTN	+2		Improvement must meet minimum City standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-existing tax value.
3	Re-development of an existing non-residential property (removal of underutilized building) ³	GOV, COM, OFF, IND, DST, HTL, DNT	+2		Must include the removal of an existing underutilized or one or more substandard structures/buildings. Improvement must meet all minimum City development standards (with no waivers, adjustments or variances). The project must not include any City cost. The project must result in a projected investment exceeding 50% of the pre-redevelopment tax value.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

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

	Community Impact Category	Type	Points	Calc.	Notes
4	Masonry elements included in building construction	ALL	+5 to +10	9	Must be minimum of 50% of facades up to 100%
5	Projected taxable value per acre exceeding \$1.5 million up to \$3 million ³	ALL	+2		
6	Projected taxable value per acre exceeding \$3 million up to \$10 million ³	ALL	+4	4	
7	Projected taxable value per acre exceeding \$10 million ³	ALL	+6		
8	Enhanced Usable Green/Open Space	ALL	+2		15% increase from the KDO (or successor ordinances) in required usable open/green space. May not be the same geographic area as Category #17.
9	Enhanced Landscaping	ALL	+2	2	15% increase from the KDO (or successor ordinances) in required landscaping. May not be the same geographic area as Category #16.
10	Tree Preservation	ALL	+5		Planning Department approval of a tree preservation plan that results in maintaining a minimum 30% of the pre-development tree canopy coverage of the entire site at the time of project completion. Applicant will provide an estimated tree coverage percentage of the site prior to construction, using updated aerial photography or other suitable techniques.
11	Trail or sidewalk connection to existing or planned public greenway, park other public spaces	ALL	+2		Including associated public easements or dedication of land and construction of the actual connection.



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION SCORING
NON-RESIDENTIAL MATRIX

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

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



Exhibit C
WASTEWATER TREATMENT CAPACITY
ALLOCATION
NON-RESIDENTIAL SCORING MATRIX

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

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

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

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

KELLSWATER COMMONS GROCERY PARCEL PARKING SUMMARY

BUILDING SIZE
GROCERY STORE: 50,887 SF
RETAIL BUILDING: 10,500 SF
FUTURE RETAIL BUILDING: 13,200 SF

PARKING SUMMARY
PARKING SPACES PROVIDED: 403 SPACES
DEDICATED PARKING SPACES
PROVIDED FOR GROCERY STORE: 257

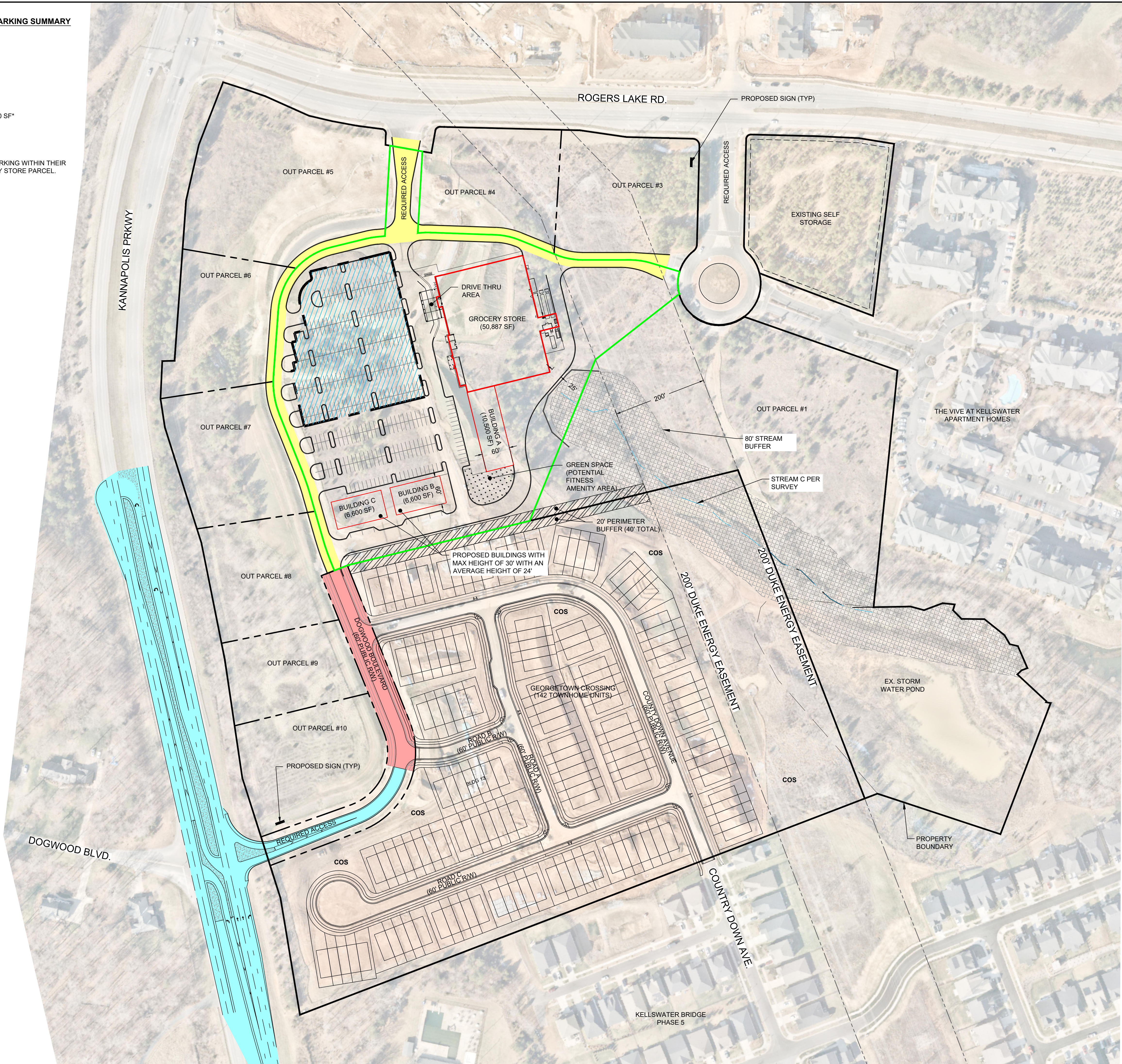
PARKING SPACE REQUIRED RATIO: 1 SPACE PER 300 SF*
PARKING SPACES REQUIRED: 249 SPACES
* (CITY OF KANNAPOLIS UDO)

PARKING RATIO (SPACES/1000 SF): 5.40 SPACES

NOTE: ALL OUTPARCELS ARE REQUIRED TO PROVIDE PARKING WITHIN THEIR SITE AND ARE NOT ALLOWED TO PARK ON THE GROCERY STORE PARCEL.

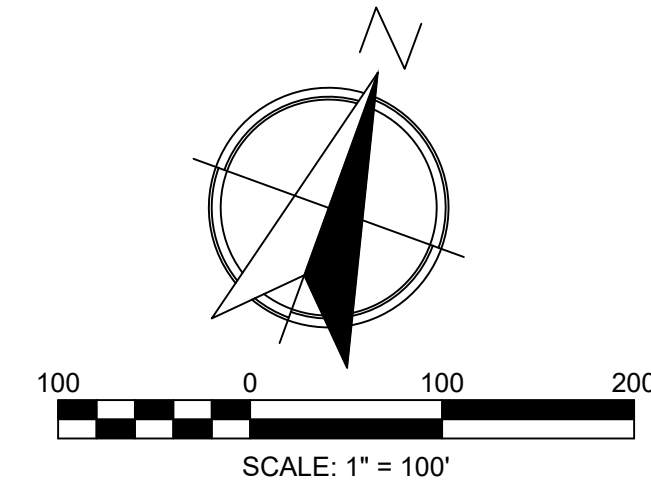
LEGEND

SYMBOL	
CENTER	
TENANT'S CONTROL AREA	
RETAIL CUSTOMER PARKING AREA	
OFF-SITE IMPROVEMENTS	
EXISTING PUBLIC RIGHT OF WAY	



KELLSWATER
COMMONS
KANNAPOLIS, NC

MASTER PLAN



PROJ. MGR.:	WGB
DESIGN BY:	ETS
DRAWN BY:	ETS
PROJ. DATE:	MAY 2022
DRAWING NUMBER:	

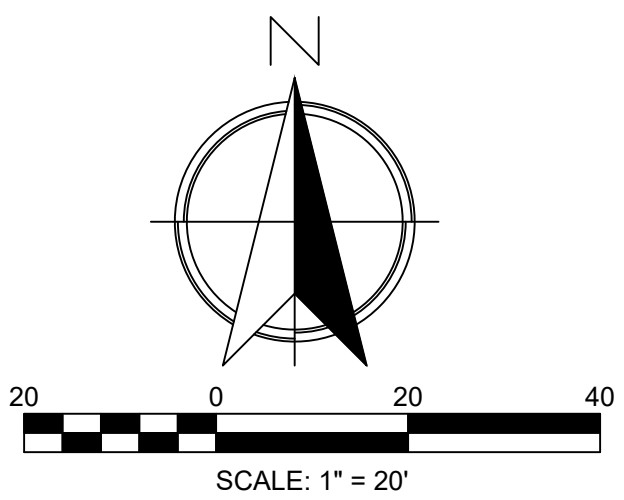
WKD PROJ. NO.:	20190207.00.CL
REVISED:	
DATE:	COMMENT:



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

**KELLSWATER
COMMONS**
KANNAPOLIS, NC

**COMMERCIAL
RETAIL
BUILDING
OUTPARCEL 9**



PROJ. MGR.:	WGB
DESIGN BY:	WGB
DRAWN BY:	WGB
PROJ. DATE:	09/18/2023
DRAWING NUMBER:	

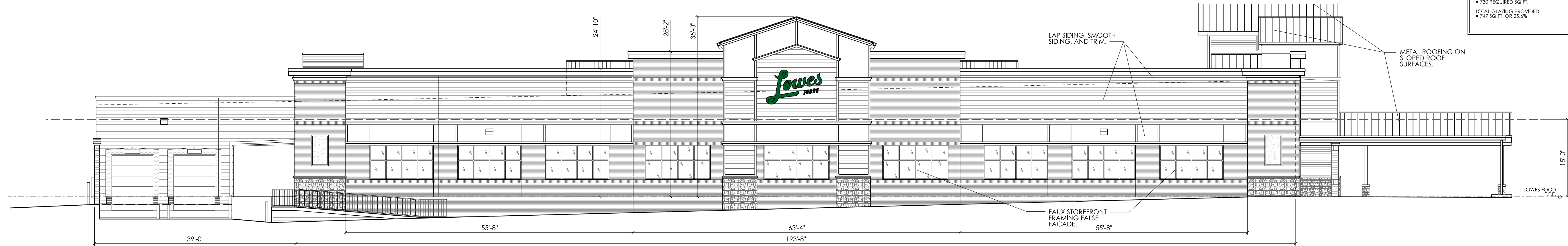
1 OF 1

WKD PROJ. NO.:
20190207.00.CL

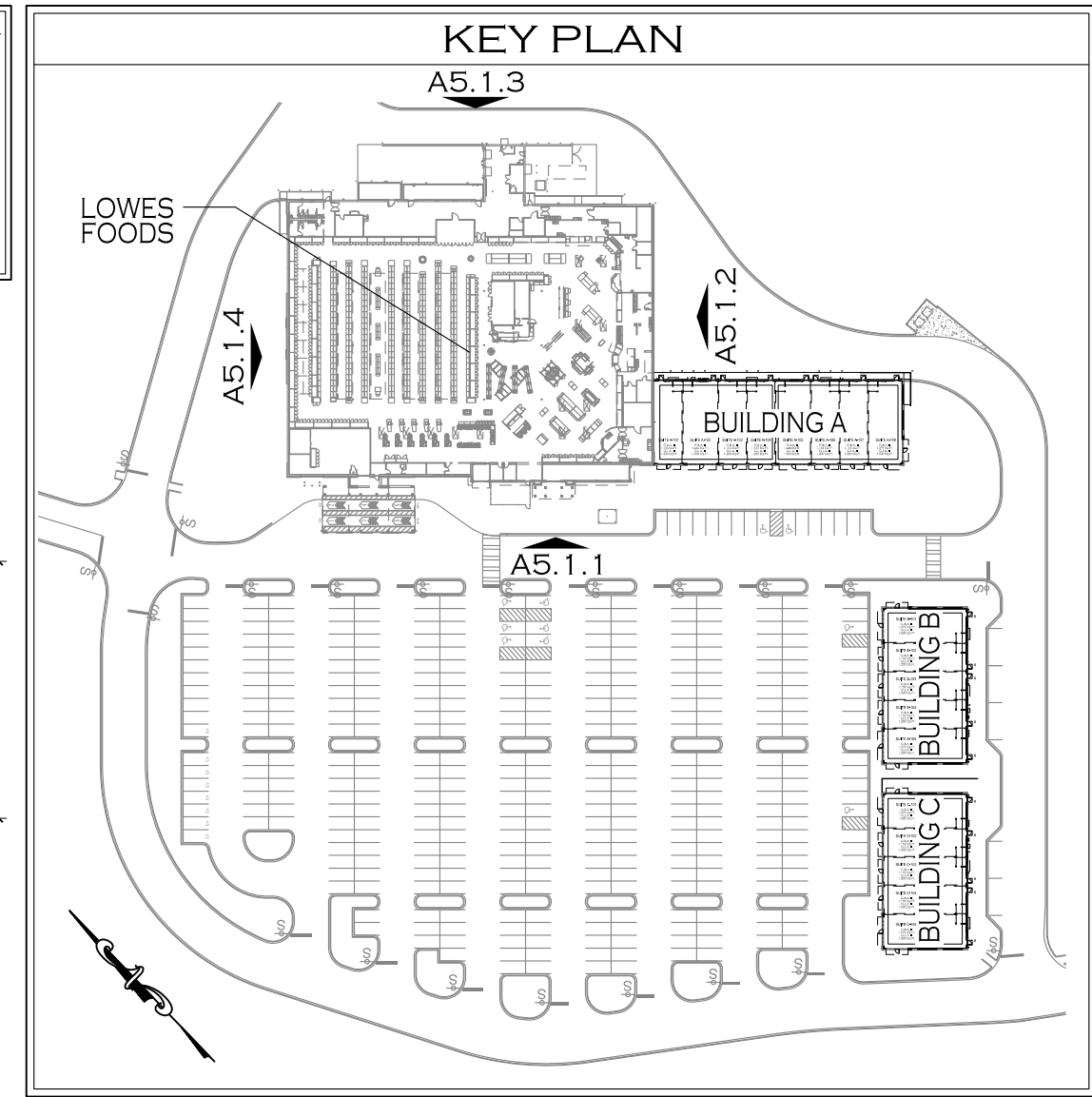
DATE:	COMMENT:

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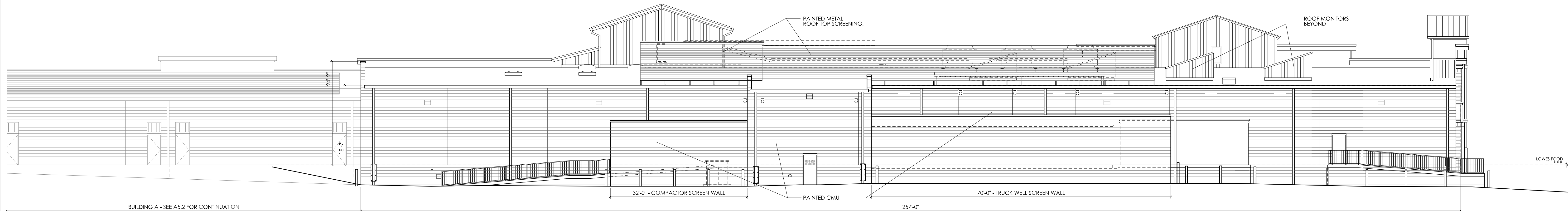
PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION



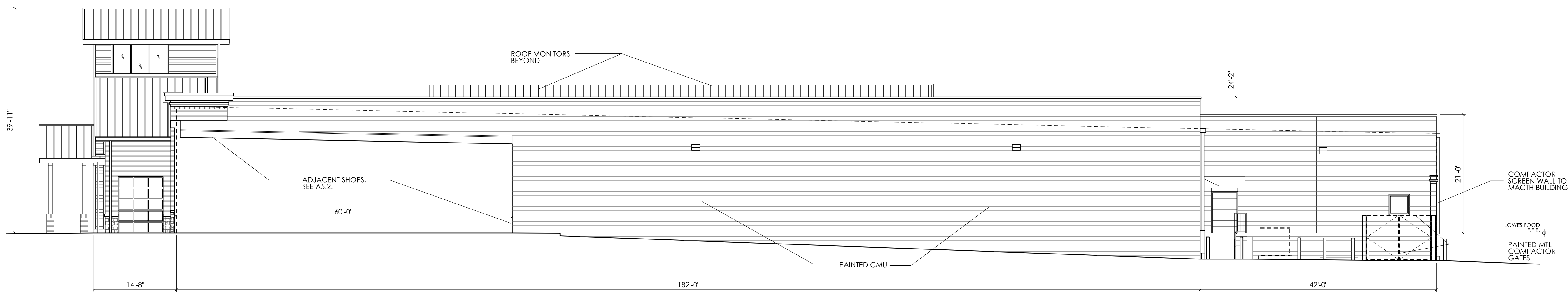
A5.1
.4 LEFT ELEVATION
NORTH ELEVATION SCALE: 3/32" = 1'-0"



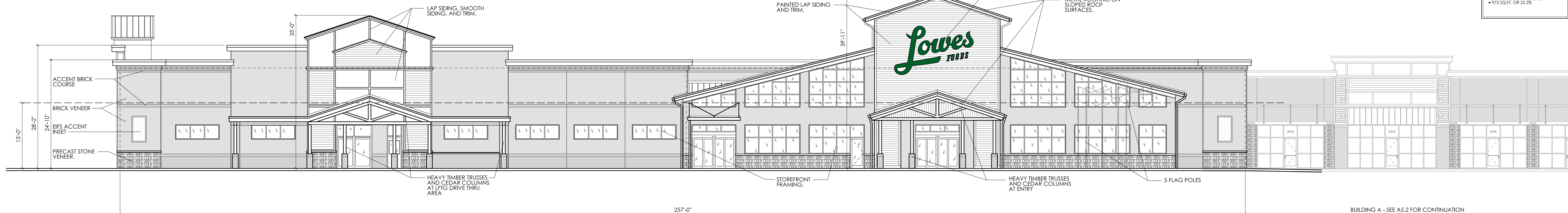
bai - ARCHITECTS
978 Trinity Road - Raleigh, North Carolina 27607 - p 919.859.7003 - f 919.859.7121 - baiarchitects.com
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM bai - ARCHITECTS. THIS DOCUMENT IS THE PROPERTY OF bai - ARCHITECTS AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF bai - ARCHITECTS IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT LIMITATION. THEY ARE TO BE RETURNED UPON REQUEST TO THE ARCHITECT. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.



A5.1
.3 REAR ELEVATION
EAST ELEVATION SCALE: 3/32" = 1'-0"



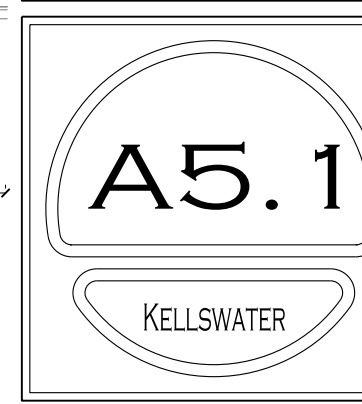
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.2 RIGHT ELEVATION
SOUTH ELEVATION SCALE: 3/32" = 1'-0"

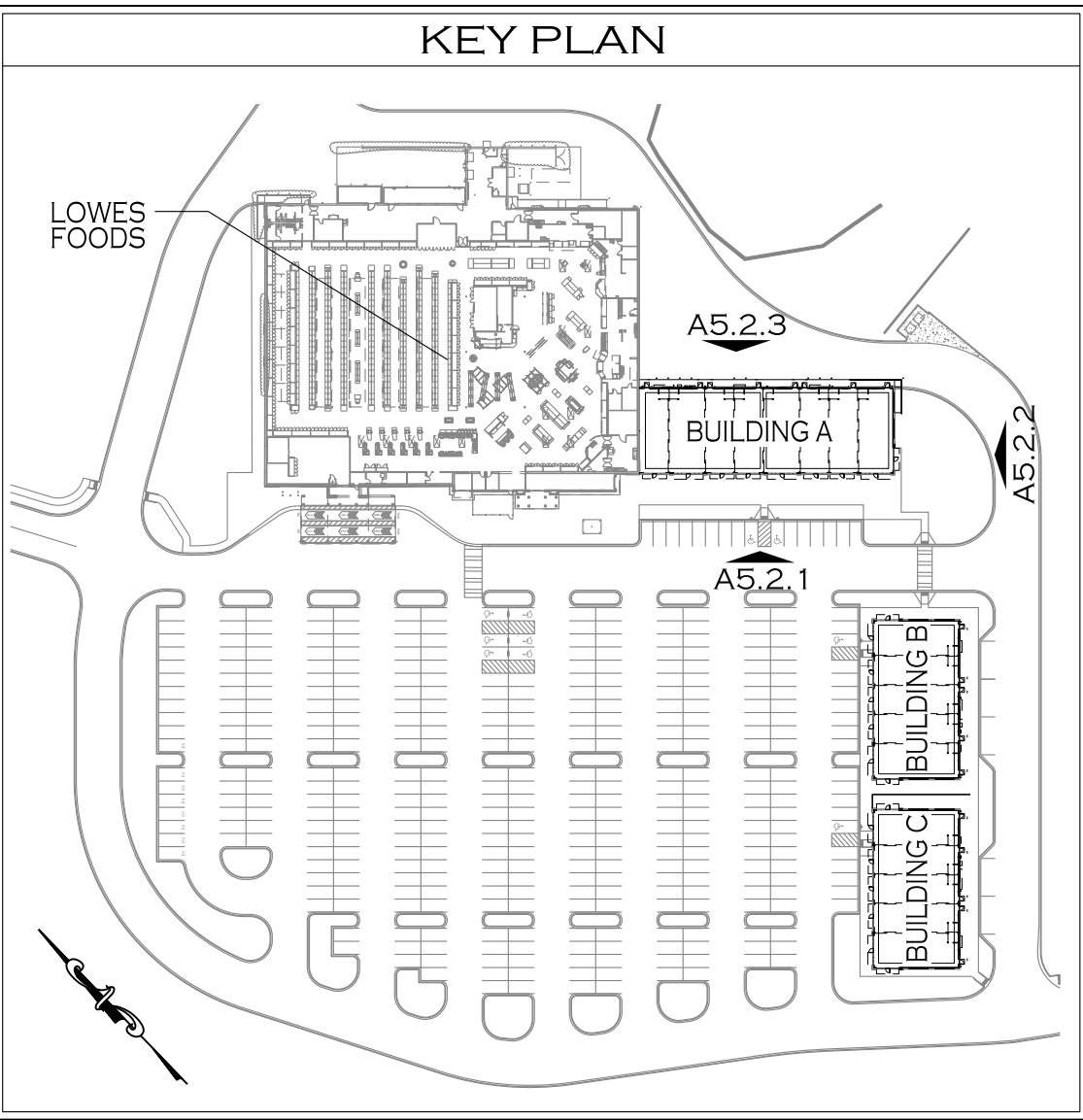


A5.1
.1 FRONT ELEVATION
WEST ELEVATION SCALE: 3/32" = 1'-0"

DATE	COMMENTS/REVISIONS	NO.
10/18/23	SITE PLAN SUBMITTAL	

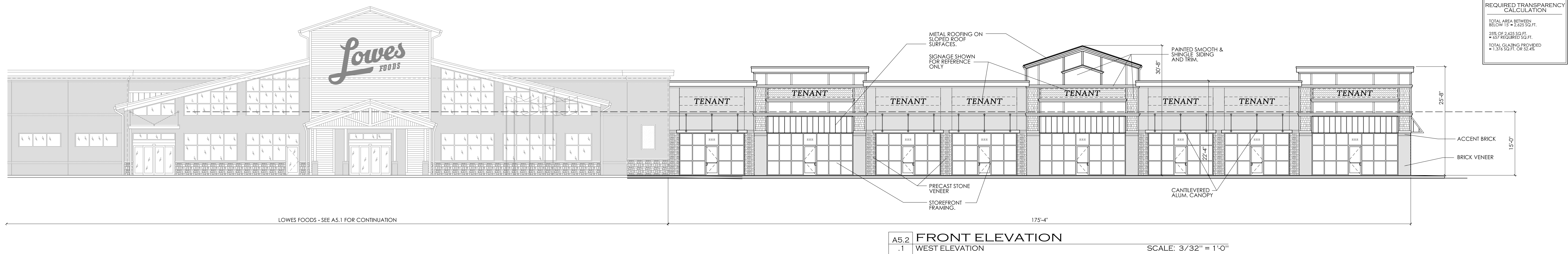
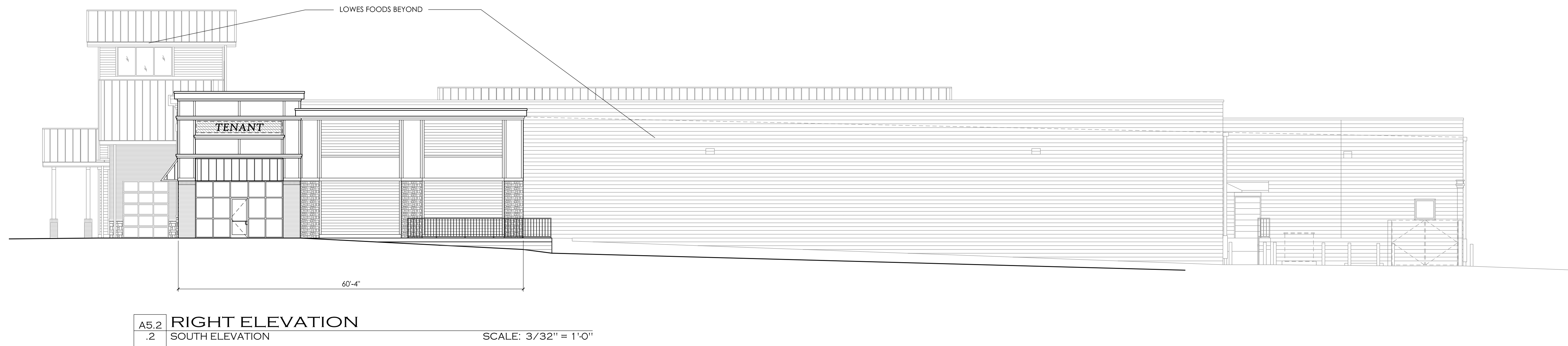
**LOWES FOODS
AND LOCAL SHOPS
AT
KELLSWATER COMMONS**
Roger Lake Rd. & Kongsdale Pkwy
Kongsdale, NC 28081





bai - ARCHITECTS

978 Trinity Road - Raleigh, North Carolina 27607 - p 919.859.7003 - f 919.859.7121 - info@baiarchitects.com
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LOWES FOODS
AND LOCAL SHOPS
AT
KELLSWATER COMMONS
Roger Lake Rd. & Kongsdale Pkwy
Kongsdale, NC 28081

A5.2
KELLSWATER



PO Box 27283
Richmond, VA 23261-7283

Order Confirmation

Order# 0000854011

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 Bridgette

Fax: 7049337463
Email: ap@kannapolisnc.gov

Total Amount \$257.50

Payment Amount \$257.50

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>
0000854011-01	CLS Legal	2 X 50 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	1

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING NOTICE IS GIVEN that the

Run Dates 11/17/2023

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
NCC Online	C-Legal Ads	Legal Notices	1

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING NOTICE IS GIVEN that the

Run Dates 11/17/2023

TagLine: NOTICEOFPUBLICHEARINGNOTICEISGIVENTHATTHEKANNAPOLISCITYCOUNCILCITYCOUNCILWILLCON
DUCTAPUBLICHEARINGRELATINGTOTHECITYOFKANNAPOLISC



NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") executing a Development Agreement pursuant to North Carolina General Statutes §160D-1001 et seq with Kellswater, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a grocery store anchored retail shopping center project upon approximately 9.878 +/- acres and further identified as Cabarrus County Parcel Identification Number 56023946640000 as well as an outparcel building upon approximately 1.37 +/- combined acres and further identified as Cabarrus County Parcel Identification Number(s) 56023839820000 and a portion of 56023921620000 at or near Kannapolis Parkway and Rogers Lake Road in Kannapolis.

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

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

The hearing will be held in the City Council Chambers located at Kannapolis City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on November 27, 2023. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents and the City Council will receive public comment on the Agreement.

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

Publish: November 17, 2023.