



**CITY COUNCIL  
BUSINESS MEETING AGENDA  
KANNAPOLIS CITY HALL  
401 LAUREATE WAY,  
KANNAPOLIS NC  
DECEMBER 11, 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**

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

**INSTALLATION CEREMONY**

1. **ADMINISTRATION** - Oath of Office Newly Elected Council Members (Superior Court Judge Martin McGee)
2. **ELECTION** - Mayor Pro Tempore (Mayor Darrell Hinnant)
3. **ADMINISTRATION** - Oath of Office Mayor Pro Tempore (Superior Court Judge Martin McGee)

**RECOGNITIONS**

1. **CEREMONIAL**- Oath of Office Police Officers (Terry Spry, Chief of Police)

**CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions**

1. **RESOLUTION** - Approve a meeting schedule for the year 2024 Council meetings. (Bridgette Bell, City Clerk)
2. **MINUTES** - November 27, 2023 Business Meeting Minutes (Bridgette Bell, City Clerk)
3. **MINUTES** - November 27, 2023 Closed Session Minutes (Bridgette Bell, City Clerk)
4. **AGREEMENT AND BUDGET AMENDMENT** - Authorize the City Manager to execute the Building Integrated Communities Agreement between the City, UNC and the Camino Community Development Corporation and approve a Budget Amendment #24-18 appropriating related grant funding (Mike Legg, City Manager, Irene Sacks, Director of Economic & Community Development, Kristin Jones, Assistant to the City Manager)

## **BUSINESS AGENDA**

1. **RESOLUTION** - Confirming the resignation of Councilmember Tom Kincaid (Mike Legg, City Manager)
2. **RESOLUTION** - Authorizing the City Manager to execute a Grant Agreement with Cooperative Christian Ministry to support its Acquisition of a Transitional Housing Facility and approval of the corresponding **BUDGET AMENDMENT** (Mike Legg, City Manager, Walter Safrit, City Attorney, Irene Sacks, Director of Economic & Community Development)
3. **APPOINTMENT** - Appoint Representatives to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Metropolitan Planning Organization for the year 2024 (Mike Legg, City Manager)
4. **APPOINTMENT** - Appoint Representatives to the Concord-Kannapolis Transit Commission (CKTC) (Mike Legg, City Manager)
5. **APPOINTMENT** - Appoint Representatives to the Centralina Council of Governments (Mike Legg, City Manager)

## **CITY MANAGER REPORT**

## **CITY COUNCIL COMMENTS**

## **SPEAKERS FROM THE FLOOR**

## **MOTION TO ADJOURN**

### **ADA Notice and Hearing Impaired Provisions**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service or activity of the City, contact Heather James, Human Resource Director at 704-920-4233 or email [hjames@kannapolisnc.gov](mailto: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  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Superior Court Judge Martin McGee  
**Subject:** **ADMINISTRATION** - Oath of Office Newly Elected Council Members

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### **Action Requested by City Council**

None

### **Required Votes to Pass Required Action**

Presentation Only. No Action Required

### **Background**

Superior Court Judge Martin McGee will administer the Oath of Office to the newly elected Council Members, Ryan Dayvault and Darrell Jackson.

### **Fiscal Implications**

None

### **Policy Issues**

None

### **Legal Issues**

None

### **Recommendations and Alternate Courses of Action**

None

### **Attachments**

None



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Mayor Darrell Hinnant  
**Subject:** **ELECTION** - Mayor Pro Tempore

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### **Action Requested by City Council**

Motion to elect a new Mayor Pro Tempore to serve for the year 2024

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

In accordance with NCGS 160A-70. *Mayor Pro Tempore; disability of Mayor.*

*"At the organizational meeting, the Council shall elect from among its members a Mayor Pro Tempore to serve at the pleasure of the Council. A Councilman serving as Mayor Pro Tempore shall be entitled to vote on all matters and shall be considered a Councilman for all purposes, including the determination of whether a quorum is present. During the absence of the Mayor, the Council may confer upon the mayor pro tempore any of the powers and duties of the mayor."*

Following each municipal election year, the City Council will usually hold their organizational meeting and elect a Mayor Pro Tempore. Prior to 2013, the Mayor Pro Tempore was selected by a majority of City Council at an organizational meeting and served for two years. No formal procedure was ever adopted by any previous City Council, but a simple nomination process and vote was held at those meetings.

In 2013, Mayor Hinnant presented the idea of holding an election each year, allowing everyone an opportunity to serve. There was no objection from Council Members.

The following is a list of the past Council Members who have served as Mayor Pro Tempore:

11/25/2014 - Roger Haas  
11/24/2015 - Ryan Dayvault  
12/14/2016 - Tom Kincaid  
11/28/2017 - Doug Wilson  
12/11/2018 - Dianne Berry  
12/18/2019 - Roger Haas  
12/09/2020 - Van Rowell  
12/14/2021 - Darrell Jackson  
12/13/2022 - Ryan Dayvault  
12/12/2023 - Tom Kincaid

At the meeting Monday night, Mayor Hinnant will open the floor and call for the nomination of Mayor Pro Tempore. Once all nominations have been received, the floor will be closed for nominations. Votes will be taken by those nominated.

### **Fiscal Implications**

None

### **Policy Issues**

None

### **Legal Issues**

In accordance with NCGS 160A-70. Mayor Pro Tempore; disability of Mayor. During the organizational meeting, the Council shall elect from among its members a Mayor Pro Tempore to serve at the pleasure of the Council.

### **Recommendations and Alternate Courses of Action**

1. **Appoint a new Mayor Pro Tempore (Recommended)**
2. Table action to a future meeting

### **Attachments**

None



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Superior Court Judge Martin McGee  
**Subject:** **ADMINISTRATION** - Oath of Office Mayor Pro Tempore

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### **Action Requested by City Council**

### **Required Votes to Pass Required Action**

### **Background**

Superior Court Judge Martin McGee will administer the Oath of Office to the newly elected Mayor Pro Tempore.

### **Fiscal Implications**

### **Policy Issues**

### **Legal Issues**

### **Recommendations and Alternate Courses of Action**

### **Attachments**

None



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Terry Spry, Chief of Police  
**Subject:** **CEREMONIAL-** Oath of Office Police Officers

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### **Action Requested by City Council**

None

### **Required Votes to Pass Required Action**

Presentation Only. No Action Required

### **Background**

Mayor, Members of council, it's my pleasure to come before you tonight to formally introduce six of our newest officers and to have them ceremonially sworn into office by City Clerk Mrs. Bridgette Bell.

Officers Isaac Heggins II, Anthony Irving Jr., Jody Kerr and Mackenzie Rogers recently completed Basic Law Enforcement Training. Officers Jamie Hyatt and Brandon Lowery have joined our department from other law enforcement agencies to continue their law enforcement careers.

Five of these officers are currently going through the Police Department's 21-week Field Training Program and, by all reports, are doing well. Officer Jody Kerr completed our Field Training Program three weeks ago and has been released for independent duty.

If you all will, please join me up front with those who you wish to be a part of your swearing-in.

### **Fiscal Implications**

N/A

### **Policy Issues**

N/A

### **Legal Issues**

N/A

### **Recommendations and Alternate Courses of Action**

N/A

### **Attachments**

None



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Bridgette Bell, City Clerk  
**Subject:** **RESOLUTION** - Approve a meeting schedule for the year 2024 Council meetings.

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### **Action Requested by City Council**

Approve a Resolution setting forth a meeting schedule for the City Council for the year 2024

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

In accordance with NCGS 160A-71(a), the City Council shall fix the time and place for its regular meetings. It is recommended that Council approve a Resolution setting a meeting schedule for the year 2024.

### **Fiscal Implications**

None

### **Policy Issues**

None

### **Legal Issues**

NCGS 160A-71(a) requires that the City Council fix the time and place for its regular meetings.

### **Recommendations and Alternate Courses of Action**

1. **Motion to approve a Resolution setting forth a meeting schedule for the City Council for the year 2024 (Recommended).**
2. Revise the Resolution with a new meeting schedule
3. Defer action to a future meeting.

### **Attachments**

1. Resolution\_adopting\_2024\_meeting\_schedule
2. Meeting Schedule for 2024



**RESOLUTION  
ADOPTING A REGULAR MEETING SCHEDULE  
OF THE KANNAPOLIS CITY COUNCIL  
FOR THE YEAR 2024**

**BE IT RESOLVED** by the Kannapolis City Council, pursuant to North Carolina General Statute 160A-71 (a) except as otherwise provided herein that the following regular meeting schedule of the Kannapolis City Council is hereby adopted:

1. The Kannapolis City Council shall hold a Work Session on the Second Monday of each month beginning at 4:30 PM and held at the Kannapolis City Hall, Council Chambers, located at 401 Laureate Way, Kannapolis, NC.
2. The Kannapolis City Council shall hold a Business Meeting on the Fourth Monday of each month beginning at 6:00 PM and held at the Kannapolis City Hall, Council Chambers, located at 401 Laureate Way, Kannapolis, NC.

**BE IT FURTHER RESOLVED**, that the regular meeting schedule previously adopted by the City Council is hereby rescinded in favor of the schedule set forth in this Resolution.

**BE IT FURTHER RESOLVED**, this regular meeting schedule shall be effective immediately and shall continue in effect unless and until it is revoked or amended by action of the City Council.

Adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Milton D. Hinnant  
Mayor

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk



## **KANNAPOLIS CITY COUNCIL MEETING SCHEDULE 2024**

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| <b>MONTH</b>     | <b>2<sup>nd</sup> Monday<br/>Work Session<br/>4:30 PM</b> | <b>4<sup>th</sup> Monday<br/>Business Meeting<br/>6:00 PM</b> |
|------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| <b>January</b>   | <b>08</b>                                                 | <b>22</b>                                                     |
| <b>February</b>  | <b>12</b>                                                 | <b>26</b>                                                     |
| <b>March</b>     | <b>11</b>                                                 | <b>25</b>                                                     |
| <b>April</b>     | <b>08</b>                                                 | <b>22</b>                                                     |
| <b>May</b>       | <b>13</b>                                                 | <b>No Meeting - Holiday</b>                                   |
| <b>June</b>      | <b>10</b>                                                 | <b>24</b>                                                     |
| <b>July</b>      | <b>08</b>                                                 | <b>22</b>                                                     |
| <b>August</b>    | <b>12</b>                                                 | <b>26</b>                                                     |
| <b>September</b> | <b>09</b>                                                 | <b>23</b>                                                     |
| <b>October</b>   | <b>14</b>                                                 | <b>28</b>                                                     |
| <b>November</b>  | <b>No Meeting- Holiday</b>                                | <b>25</b>                                                     |
| <b>December</b>  | <b>09</b>                                                 | <b>No Meeting - Holiday</b>                                   |

**All meetings are held at the Kannapolis City Hall Council  
Chambers located at 401 Laureate Way, Kannapolis.  
Unless otherwise noted.**



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Bridgette Bell, City Clerk  
**Subject:** **MINUTES** - November 27, 2023 Business Meeting Minutes

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### **Action Requested by City Council**

Approve November 27, 2023 Business Meeting 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. 11-27-2023 Business

**CITY OF KANNAPOLIS  
CITY COUNCIL MEETING  
BUSINESS MEETING MINUTES  
November 27, 2023**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, November 27, 2023, at 6:00 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

**CITY COUNCIL MEMBERS PRESENT:**

Mayor: Milton D. Hinnant

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

Council Members Absent: Tom Kincaid

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

Assistant City Manager: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

|                |                   |                         |
|----------------|-------------------|-------------------------|
| Staff Present: | Michael Rattler   | Annette Privette Keller |
|                | Betsy Barnette    | Samantha Keck           |
|                | Tony Eury         | David Jordan            |
|                | Terry Spry        | Tracy Winecoff          |
|                | Elizabeth McCarty | Kirk Beard              |
|                | Irene Sacks       |                         |

|                 |                   |                    |
|-----------------|-------------------|--------------------|
| Others Present: | David Argabright  | Jane Argabrite     |
|                 | Zach Erwin        | Bob Doty           |
|                 | Linda Chininga    | Pam Smith          |
|                 | Robert Richardson | Melinda Richardson |
|                 | Yolanda Cooke     | Naomi Hatchell     |

|                 |                         |
|-----------------|-------------------------|
| Sam Merchak     | Beryl Torrence          |
| Ken Chapman     | Ted Laukaitis           |
| Donna Safrin    | Joyce Schmit            |
| Arnette Walker  | Darrell Lipe            |
| Joe Hatley      | Cindy Truesdale         |
| Kemp Edwards    | Serena Edwards          |
| Issac Miller    | Sophia Wilkerson        |
| Willie Rash     | Mylene Matthews Manzano |
| Patricia Parr   | Ayden Sniffin           |
| Holden Sides    | Daisley Overcash        |
| Lanny Morton    | Brian Mojo              |
| Jocelyn Valquez | Mark Spitzer            |

#### **CALL TO ORDER AND WELCOME:**

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

#### **RECOGNITIONS:**

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

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 recognized and received a Certificate of Completion. 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       |                        |

1 **Peacock Award**

2 Deputy City Manager Eddie Smith announced that the prestigious Peacock Award is voted by the  
3 participates of the academies. This year the award is presented to the Parks and Recreation  
4 Department.

5  
6 **ADOPTION OF AGENDA-Motion to Adopt Agenda or make revisions.**

7 Council Member Jackson made a motion to approve the agenda, seconded by Council Member  
8 Dayvault and approved by unanimous vote.

9  
10 **PROCLAMATIONS:**

11 Mayor Hinnant read proclamations for the National Native American Heritage Month and Mr. Bob  
12 Doty was presented the National Pearl Harbor Remembrance Day Proclamation in honor of those  
13 who served in WWII.

14  
15 **CONSENT AGENDA:**

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

18  
19 November 13, 2023, Work Session Minutes (Bridgette Bell, City Clerk)

20  
21 **BUSINESS AGENDA:**

22 **PUBLIC HEARING: Voluntary Annexation (A-2023-08) of approximately 1.06 +/- acres of**  
23 **non-contiguous property located at 3060 Placid Road and consider a motion to extend the**  
24 **Corporate Limits of the City of Kannapolis. (Elizabeth McCarty, Assistant Planning**  
25 **Director) (Copy included as Exhibit A)**

26 Mrs. McCarty explained that the applicant and property owner, Marilyn Stark, has submitted an  
27 application for voluntary annexation of approximately 1.06 +/- acres of non-contiguous property  
28 located at 3060 Placid Road. On November 13, 2023, City Council adopted a Resolution of Intent  
29 to Annex approximately 1.06 +/- acres of non-contiguous property located at 3060 Placid Road,  
30 authorized the Clerk to Investigate the Intent to Annex, Certify the Sufficiency of the Petition and  
31 established a public hearing date of November 27, 2023.

32  
33 The property is further identified as Cabarrus County Parcel Identification Number  
34 46727521520000 and is presently located in an unincorporated area of Cabarrus County within an  
35 area designated as future growth for the City of Kannapolis. The property is located adjacent to  
36 properties that are presently located within the City of Kannapolis' jurisdiction. Further, the  
37 applicant has made this request for voluntary annexation in order to receive City services.

1 Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 et seq., City  
2 Council must first direct the City Clerk to Investigate the Intent to Annex and to Certify the  
3 Sufficiency. The City Clerk provided a Certificate of Sufficiency.

4  
5 There being no questions or comments, Mayor Hinnant opened the public hearing to those in  
6 attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public  
7 hearing.

8  
9 Council Member Jackson made a motion to adopt an Ordinance extending the Corporate Limits of  
10 the City of Kannapolis of approximately 1.06 +/- acres of non-contiguous property located at 3060  
11 Placid Road. Motion was seconded by Council Member Dixon and approved by unanimous vote.

12  
13 **PUBLIC HEARING - DA (2023-04) - Kellswater LLC (Kellswater Commons) - Conduct a**  
14 **Public Hearing and approve a Resolution approving the Ordinance for the execution of the**  
15 **Development Agreement. (Wilmer Melton, Assistant City Manager) (Copy included as**  
16 **Exhibit B)**

17 Mr. Melton explained that as part of the Kellswater Commons project being constructed at  
18 Kannapolis Parkway and Rogers Lake Road, it is the City's policy for a Development Agreement  
19 to be adopted for all projects receiving a wastewater allocation permit according to the Kannapolis  
20 Wastewater Allocation Policy. The Development Agreement with Kellswater, LLC., calls for the  
21 development of a grocery store anchored retail shopping center as well as an outparcel building.  
22 This project is in an area with existing infrastructure in place.

23  
24 The allocation process is administered by issuing permits to projects which meet specified City  
25 interests and goals. The method of acquiring that contractual guarantee would be accomplished by  
26 a Development Agreement, a form of which is presented to City Council at its meeting for  
27 consideration, public comment, and approval. The project for consideration of the above-described  
28 development agreement is a 11.248 +/- acre, proposed commercial project located at Kannapolis  
29 Parkway and Rogers Lake Road.

30  
31 Council Member Jackson asked how soon will the Lowe Food store be open? Mr. Melton deferred  
32 to Ken Chapman, a representative from the developer, MPV Properties. Mr. Chapman said that  
33 plans are now available for Kannapolis to review and as soon as the sewer allocation is approved,  
34 they are ready to begin construction. He said it will take 9-10 months to finish with the Lowes  
35 Foods and are hoping to be open by the spring of 2025. Mr. Chapman said that once the Lowes  
36 Foods is further along in the construction process, more potential tenants should commit to moving  
37 into the surrounding buildings near the center.

1 Council Member Dixon asked if there would be any restaurants. Mr. Melton responded that there  
2 has been a lot of interest in locating restaurants and mentioned Caribou Coffee, a medical office,  
3 and another facility that is “not currently designated” will be utilizing the space as well.  
4

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

9 Council Member Dayvault made a motion to approve the Resolution approving the Ordinance for  
10 the execution of the Development Agreement. Motion was seconded by Council Member Berry  
11 and approved by unanimous vote.  
12

13 **CITY MANAGER REPORT:** City Manager Legg reminded Council of the upcoming  
14 Kannapolis Christmas Parade at 6:00PM. There will be a 4:30PM reception at the Train Station  
15 prior to the parade. Staff is looking at the possibility of acquiring a fire truck for Council to ride  
16 on. Mr. Legg gave an update on the sales of the Gem Theatre seats and bricks. Out of the 500  
17 bricks available and 400 pairs of seats, over one-half have been sold. At some point early next  
18 year, the theatre will close to make the necessary renovations. Regarding downtown business  
19 owners, a survey was conducted, and the results will be shared with Council at the next meeting.  
20 Mr. Legg said in January or February, Council will be asked to adopt the Image Kannapolis  
21 Strategic Plan. Staff will be presenting options on going forward with a storm water management  
22 plan in the next few months.  
23

24 **CITY COUNCIL COMMENTS:** None.  
25

26 **SPEAKERS FROM THE FLOOR:** None  
27

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

31 Council Member Jackson made a motion to go into closed session pursuant to GS. 143-318.11 (a)  
32 (3) to consult with an attorney to preserve the attorney client privilege and G.S. 143.318.11 (a) (4)  
33 for discussing matters relating to the location or expansion of industries or businesses in the area.  
34 Motion was seconded by Council Member Berry and approved by unanimous vote.  
35

36 Council went into closed session at 6:35 PM.  
37  
38



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

3  
4 Council resumed regular session at 7:15PM.

5  
6 Council Member Jackson made a motion to adjourn. Motion was seconded by Council Member  
7 Dixon and approved by unanimous vote.

8  
9 The meeting adjourned at 7:15 PM on Monday, November 27, 2023.

10  
11  
12  
13 \_\_\_\_\_  
Milton D. Hinnant, Mayor

14  
15 \_\_\_\_\_  
16 Bridgette Bell, MMC, NCCMC  
17 City Clerk



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Bridgette Bell, City Clerk  
**Subject:** **MINUTES** - November 27, 2023 Closed Session Minutes

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### Action Requested by City Council

### Required Votes to Pass Required Action

### Background

### Fiscal Implications

### Policy Issues

### Legal Issues

### Recommendations and Alternate Courses of Action

### Attachments

None



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council

**From:** Mike Legg, City Manager, Irene Sacks, Director of Economic & Community Development, Kristin Jones, Assistant to the City Manager

**Subject:** **AGREEMENT AND BUDGET AMENDMENT** - Authorize the City Manager to execute the Building Integrated Communities Agreement between the City, UNC and the Camino Community Development Corporation and approve a Budget Amendment #24-18 appropriating related grant funding

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### **Action Requested by City Council**

Motion to Authorize the City Manager to execute the Building Integrated Communities Agreement Amendment between the City, UNC and the Camino Community Development Corporation and approve a Budget Amendment #24-18 appropriating related grant funding.

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

Camino Community Development (now Camino Health Center) is a faith-based non-profit that has established a medical clinic at 729 S. Main St. In addition to providing sliding scale healthcare and mental health services to the Latino population, Camino also provides food, translation, and case management services to clients in need, including partnering with the City of Kannapolis to assist the residents affected by the recent Tiffany Drive flooding event.

Camino approached the City of Kannapolis to partner on an effort to better understand the demographics, strengths, and needs of the existing Hispanic community in Kannapolis. Camino's goal is to replicate the Latino Community Strengths and Needs Assessment survey that they conducted in Mecklenburg County. Camino identified a grant opportunity through UNC-Chapel Hill's Institute for the Study of the Americas to conduct the survey in Kannapolis and develop a plan for improving communication, outreach, and local government service delivery to the City's Latino residents, which is the fastest-growing segment of our community.

The Building Integrated Communities grant is designed to develop inclusive policies and practices in areas such as communication, public safety, mobility, entrepreneurship, and leadership with Latino residents, resulting in a Community Action Plan. The roles and responsibilities of this partnership are:

- UNC-Chapel Hill staff will provide expertise and organizational support for plan development, in addition to grant funding.

- Camino will administer the Latino Community Strengths and Needs Assessment survey in Kannapolis and organize a Community Advisory Board with local stakeholders to guide the survey administration and analysis.

-City of Kannapolis will conduct an internal survey of bilingual capabilities within City staff, develop the Community Action Plan, and bring it to City Council for approval.

NOTE: At the October 23, 2023 City Council meeting, this matter was tabled to allow staff time to address concerns some councilmembers had about the original language in Section 1 of the Agreement related to the terms "immigrant" and "refugee."

The following is language that has been proposed by UNC (deletions shown bold and strikethrough; additions shown in bold and underlined):

- "1. Background and Purpose: The Program is a community planning and leadership initiative that partners with North Carolina local governments to create inclusive practices and policies for residents born in other countries. Local governments and community stakeholders work together to improve communication, public safety, mobility, entrepreneurship, and leadership of ~~immigrant and refugee~~ residents **with Latin American ancestry**. The Agency must collaborate with a Community that has a 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will, together, form a core team of participants ("Team"). During the Term of the MOA, the Team will work through a process to:
2. Learn about promising practices related to language access and ~~immigrant~~ integration **of Kannapolis residents with Latin American ancestry**;
  3. Develop a written action plan ("Plan");
  4. Present the Plan to appropriate local authority for approval; and
  5. Implement at least one (1) recommendation from the Plan."

### **Fiscal Implications**

The City will receive a total grant of \$12,000 in two installments to pay for expenses associated with development of the plan. Once the plan is finalized and approved by City Council, if the City implements at least one recommendation from the plan by April 1, 2025, the City is eligible for an additional \$25,000 in grant funds for the purposes of plan implementation.

No matching or additional funds are required from the City to receive this grant. A budget amendment is required to appropriate the revenues and expenses for this grant agreement to take place.

### **Policy Issues**

None

### **Legal Issues**

None

### **Recommendations and Alternate Courses of Action**

1. **Motion to Authorize the City Manager to execute the Building Integrated Communities Agreement Amendment between the City, UNC and the Camino Community Development Corporation and approve Budget Amendment #24-18 appropriating related grant funding (recommended).**
2. Motion to table the matter indefinitely.
3. Take no action.

**Attachments**

1. 20231030 FE BIC UNC-CH - Kannapolis - Camino MOA 129141
2. Amendment to UNC BIC Kannapolis MOA\_12.4.23
3. UNC Grant Budget Amendment

## MEMORANDUM OF AGREEMENT FOR BUILDING INTEGRATED COMMUNITIES

This Building Integrated Communities Memorandum of Agreement (“MOA”) is made by and between the government of the City of Kannapolis (“Agency”), the community organization, Camino Community Development Corporation, Inc. (“Community”), and The University of North Carolina at Chapel Hill for its Institute for the Study of the Americas (“University”). Agency, Community, and University may be individually referred to as a “Party” or collectively as the “Parties.”

This MOA details the requirements for participation in the Building Integrated Communities Partnership program (“Program”).

1. **Background and Purpose:** The Program is a community planning and leadership initiative that partners with North Carolina local governments to create inclusive practices and policies for residents born in other countries. Local governments and community stakeholders work together to improve communication, public safety, mobility, entrepreneurship, and leadership of immigrant and refugee residents. The Agency must collaborate with a Community that has a 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will, together, form a core team of participants (“Team”). During the Term of the MOA, the Team will work through a process to:
  - a. Learn about promising practices related to language access and immigrant integration;
  - b. Develop a written action plan (“Plan”);
  - c. Present the Plan to appropriate local authority for approval; and
  - d. Implement at least one (1) recommendation from the Plan.
2. **MOA Term.** The MOA will begin on the date of the last Party’s signature (“Effective Date”) and will end on May 31, 2025, unless terminated earlier in accordance with this MOA.
3. **Requirements, Services, and Deliverables:** The following details each Party’s requirements, and each Party is expected to complete all requirements in accordance with the MOA:
  - a. **The University:**
    - i. Plan and facilitate monthly Team meetings and/or workshops to support the creation of the Plan. The monthly meetings and workshops will begin in May of 2024 and end in May of 2025. The meetings and workshops may be collectively referred to as “Events”.
    - ii. Provide the Community and Agency with Event content (meeting agendas, expert speakers, supplemental materials, and/or Zoom links, as appropriate).
    - iii. Support Agency participants in collating and analyzing responses to an internal survey to assess multilingual communication capacity.
    - iv. Support Community participants in collating and analyzing responses to surveys and meetings with Kannapolis residents.
    - v. Support Team with drafting and editing Plan, as appropriate.

- vi. Provide Spanish language interpretation during Events at no cost to the Community or Agency. Community and/or Agency must request interpretation services at least two (2) weeks in advance of the Event. Requests may be made via e-mail. Any language interpretation needs in addition to Spanish or in meetings outside of monthly University-facilitated Events should be secured by the Agency.

b. **Agency:**

i. **Participation:**

- A. Identify staff members to participate on the Team and attend monthly Team meetings.
- B. Ensure representatives of as many departments of local government as possible participate.
- C. One Team member should be the designated person who handles public communications for the Agency.
- D. Team members must regularly attend monthly Team meetings between May 2024 and May 2025 and complete the required supplemental activities to accomplish all objectives and fulfill the MOA requirements (e.g., share internal staff language surveys; develop a Plan; present Plan to appropriate officials to secure approval; and support the implementation of the Plan within local government.)

ii. **Communication:**

- A. Ensure efficient communications, including but not limited to scheduling meetings to ensure the successful completion of the Events and accomplishment of the Program's objectives.
- B. Determine preferred communication methods for both Agency team members and Community team members to encourage inclusive communication.
- C. Create a dedicated web page to share regular updates on Team progress, translated into at least one community language. This dedicated space for updates should be created as soon as possible after the Team is assembled.

- iii. **Survey:** Disseminate a survey to all Agency departments to assess multilingual communication capacity. University will assist with collection and analysis of responses.

iv. **Plan and Implementation:**

- A. Develop a draft Plan by November 15, 2024.
- B. Finalize the Plan by January 3, 2025.
- C. Schedule a presentation to approving council and/or local government authority and secure approval for the Plan by February

1, 2025.

D. Implement at least one (1) recommendation from the Plan by April 1, 2025.

v. **Costs of MOA:** Unless otherwise stated in the MOA, Agency is responsible for all costs associated with its responsibilities.

c. **Community:**

i. **Participation:**

- A. Identify a dedicated group of at least two (2) staff members to participate on the Team, so that at least one (1) member can regularly attend monthly Team meetings between May 2024 and May 2025.
- B. Team member(s) must prepare all required materials in advance of each Event and complete supplemental activities to accomplish all objectives and fulfill the MOA requirements (e.g., support local government Team members with drafting of Plan; present Plan to appropriate officials to secure approval; and support the implementation of Plans within local government and in the community, as appropriate.)
- C. Assist with community outreach and convene community members as needed to accomplish Team objectives. This includes creating a BIC stakeholder committee comprised of people who live and/or work in Kannapolis to assist with survey data collection and attend Program meetings between May 2024 and May 2025.
- D. Provide University with Latino Community Strengths and Needs Assessment results for respondents who live in Kannapolis by March 15, 2024.

ii. **Communication:**

- A. Ensure efficient communications, including but not limited to scheduling meetings to ensure the successful accomplishment of Team objectives.
- B. Share and disseminate Agency information and opportunities to community stakeholders.

iii. **Plan and Implementation:**

- A. Ensure at least one staff member attends every Event held between May 2024 and May 2025 to develop the Team's Plan.
- B. Contribute to drafting of Plan, to be finalized by January 3, 2025.
- C. Support Agency team members in presenting Plan to approving council and/or local government authority.

iv. **Designation:** Continuously maintain a 501(c)(3) designation, in accordance with the Internal Revenue Code.

4. **Compensation:** Both Agency and Community will each receive a total stipend of TWELVE THOUSAND



DOLLARS AND 00/100 (\$12,000) during the course of the Program.

- a. Agency and Community must submit the following to receive payment(s):
  - i. Completed and signed W-9;
  - ii. UNC's Direct Deposit Form for Vendors or, in the alternate, the Community may request to receive a check in lieu of direct deposit;
  - iii. UNC's Vendor Master File Record Data Form; and
  - iv. For Community Only: Proof of 501(c)(3) status.
- b. Stipend payments will be disbursed according to the following schedule. Any changes to this schedule will be memorialized in an amendment to the MOA:
  - i. **On or about November 1, 2023**, the University will process the first stipend payment of SIX THOUSAND DOLLARS AND 00/100 (\$6,000.00) to Community. **On or about March 1, 2024**, the University will process the first stipend payment of \$6,000.00 to Agency, for a total payout of TWELVE THOUSAND DOLLARS AND 00/100 (\$12,000.00).
  - ii. The following conditions must be met by the **Community** to receive the first stipend payment:
    - A. Execute this MOA and return it to the University.
    - B. Complete all required paperwork to receive stipend payments from the University.
    - C. Assemble a core staff Team that will work together to meet Program goals and submit the names, titles, and contact information for each core Team member no later than October 2, 2023.
    - D. Assemble a BIC stakeholder committee to disseminate Latino Community Strengths and Needs Assessment in Kannapolis and to participate in regular Program meetings to give recommendations for Plan. Committee members must live and/or work in Kannapolis.
    - E. Work in good faith with the University to draft and submit a work plan for completing Program milestones.
    - F. The University, Agency, and Community will create a report to track monthly progress toward Program milestones, which is required before receiving second stipend payment.
  - iii. The following conditions must be met by the **Agency** to receive the first stipend payment:
    - A. Execute this MOA and return it to the University.
    - B. Complete all required paperwork to receive stipend payments from the University.
    - C. Assemble a core staff Team that will work together to meet Program goals and submit the names, titles, and contact information for each core Team member no later than December 1, 2023.
    - D. Disseminate and complete internal Agency staff language capacity survey.
    - E. The University, Agency, and Community will create a report to track

monthly progress toward Program milestones, which is required before receiving second stipend payment.

- iv. **On or about September 1, 2024**, the University will process the second stipend payment of SIX THOUSAND DOLLARS AND 00/100 (\$6,000.00) each to Community and Agency, for a total payout of TWELVE THOUSAND DOLLARS AND 00/100 (\$12,000.00).
  - A. The funds will pay for the costs associated with completing the Program milestones and drafting a Plan.
  - B. Program milestones include but are not limited to convening Team for monthly meetings to determine community needs and workshop language access best practices; communicating with the public about program milestones; and finalizing a Plan to present to City Council (or other local governing authority) for approval.
- v. All funds must be applied toward Program costs and cannot include any of the following ineligible expenses:
  - A. Alcohol and entertainment
  - B. Any expense not directly supporting the Plan
  - C. Bad debt
  - D. Costs incurred prior to the Effective Date of the MOA
  - E. Goods or services for personal use
  - F. Equipment or other capital expenses
  - G. Indirect costs in excess of 10% of the total budget
  - H. Lobbying
  - I. Mortgage payments
  - J. Any other cost prohibited by the funder.
- vi. In addition to all other reporting requirements under this MOA, Community and Agency will submit an annual spending report detailing its use of funds in accordance with University and funding requirements.
- c. Agency and Community are each eligible for a one-time grant of up to TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00) to continue implementing the Plan. All of the following conditions must be met to be eligible to receive the one-time grant. Grants are not guaranteed and shall be distributed at the University's sole discretion. All the following conditions must be met to be eligible to receive the one-time grant:
  - i. Team members must be present at and participate in all monthly events or coordinate with their respective staff to have a representative attend in their place between May 2024 and May 2025.
  - ii. For Agency: Successful completion of an internal language capacity assessment.
  - iii. Successful creation of a Plan, including a line-item budget and narrative detailing use of the grant. Budget and narrative should be finalized by March 7, 2025.
  - iv. Approval of the Plan by appropriate Agency authorities.
  - v. Successful implementation of at least one (1) recommendation from the Plan by April

1, 2025.

**5. Terms and Conditions:** The Parties agree to the following:

- a. **Access to Persons and Records.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 *et seq.*, typically five years), the State Auditor and UNC's internal auditors shall have access to persons and records related to this MOA to verify accounts and data affecting fees or performance under this MOA, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other action arising out of or related in any way to this MOA is commenced before the end of the retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
- b. **Amendments.** This MOA may not be amended orally or by performance. Any amendment, in order to be effective, must be made in written form and signed by duly authorized representatives of each of the Parties.
- c. **Assignment.** This MOA may not be assigned or delegated by any Party without the prior written consent of the other Parties.
- d. **Availability of Funds.** Any and all payments to the Agency and Community shall be dependent upon and subject to the availability of funds granted to UNC for the purpose set forth in this MOA.
- e. **Compliance with Laws.** Each Party shall comply with all laws, ordinances, codes, rules, regulations, policies, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this MOA, including those of federal, state, and local agencies having jurisdiction and/or authority. Notwithstanding the foregoing sentence, Community will maintain its 501(c)(3) designation in accordance with the Internal Revenue Code and will immediately notify UNC and the Agency if such designation is conditioned, restricted, or revoked in any way. If Community's designation is conditioned, restricted, or revoked in any way, UNC may, in its sole discretion, terminate this MOA immediately.
- f. **Confidentiality.** The Parties expressly agree that this MOA is governed by Chapter 132 Public Records of the North Carolina General Statutes. No confidential, protected, or sensitive data governed under applicable federal or State law, including but not limited to HIPAA, FERPA, NC Identity Theft Act, or PCI-DSS shall be shared under this MOA.
- g. **Debarment.** The Parties continually represent they are not currently under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation and are not currently listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).
- h. **Entire Agreement.** This MOA constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, representations,

warranties, and covenants are contained herein. There are no warranties, representations, covenants, or agreements, expressed or implied, between the Parties except those set forth in this MOA.

- i. **Force Majeure.** No Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, flood, power failures, acts or threats of war, acts or threats of terrorism, hostile foreign action, nuclear explosion, riot, strike, civil insurrection, pandemic, epidemic, quarantine, acts or regulations of public or University officials including measures to limit the spread of contagious disease, governmental acts, orders, or restrictions, national, regional, or local emergency, severely inclement weather, interruption or delay of transportation service, earthquake, hurricane, tornado, or other catastrophic natural event or Act of God; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Parties of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event.
- j. **Governing Law.** The place of this MOA, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined. This MOA is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules. The exclusive venue for any judicial action or proceeding arising out of or relating to this MOA shall be the state or federal courts located in the State of North Carolina.
- k. **Headings and Numbers.** The headings contained herein are not material parts of the Agreement and should not be used to construe the meaning thereof. The singular of any word or phrase shall be read to include the plural and vice-versa.
- l. **Indemnification.** The Community shall indemnify, defend, and hold harmless UNC and Agency, their respective trustees, officers, employees, and agents (collectively, "Indemnitees") from and against any and all damages, costs, liabilities, losses, and expenses incurred by Indemnitees arising from or related to (i) this MOA; (ii) a breach of this MOA by the Community; or (iii) any misconduct or acts of negligence by the Community or its employees or agents in the performance of this MOA.
- m. **Independent Contractors.** The Parties and their respective employees, officers and executives, and subcontractors, if any, shall be independent contractors and not employees or agents of the University. This Agreement shall not operate as a joint venture, partnership, trust, agency, or any other business relationship.
- n. **Insurance.** The Parties shall maintain Worker's Compensation insurance as required by law. Additionally, the Parties shall assess its own risks and maintain, at a minimum, (i) Commercial Liability insurance, and (ii) Automobile Liability coverage, if applicable. Agency and Community shall provide Certificates of Insurance to UNC upon request. Agency is permitted to satisfy the aforementioned insurance requirements by a self-

insured retention and/or excess liability policy.

- o. **Non-Discrimination.** The Parties shall not discriminate based on race, religion, sex, age, national origin, disability, or sexual orientation.
- p. **Notices and Liaisons.** The following persons shall serve as a liaison and points of contact for issues concerning work under this MOA. The identified persons may be changed at any time by a Party notifying the other Parties in writing; this notice may be provided by e-mail.
- q. All notices, unless otherwise stated in the MOA, shall be sent via e-mail and either (i) personal delivery or (ii) delivery by a national courier (e.g., FedEx, UPS, DHL) with tracking service.

**FOR UNC:**

Dr. Hannah Gill  
Associate Director  
Institute for the Study of the Americas  
CB# 3205, UNC-Chapel Hill  
Chapel Hill, NC 27599-3205  
919- 962-5453  
[hgill@email.unc.edu](mailto:hgill@email.unc.edu)

**COPY TO:**

The University of North Carolina at Chapel Hill  
Office of University Counsel  
123 W. Franklin Street  
Suite 600A  
Chapel Hill, NC 27599  
ATTN: Vice Chancellor and General Counsel

**FOR AGENCY:**

Irene Sacks, Director of Economic and Community Development  
City of Kannapolis  
401 Laureate Way  
Kannapolis, NC 28081  
704-920-4326 | [isacs@kannapolisnc.gov](mailto:isacs@kannapolisnc.gov)

**FOR COMMUNITY:**

Keri Revens, Director of Camino Research Institute  
Camino Community Development Corporation, Inc.  
131 Stetson Dr.  
Charlotte, NC 28216  
828-446-1788 | [keri@camino.org](mailto:keri@camino.org)

**A. Publicity and Use of Names.**

- 1) The Agency and Community shall not appropriate or use the existence of this MOA or the names, logos, photographs, images, property, service marks, or trademarks of UNC or the State of North Carolina as a part of any marketing, advertising, endorsement, promotion, or otherwise, without express prior written approval of the University. Requests to use the University's names, logos, photographs, images, property, service marks, or trademarks should

be directed to UNC's Office of Trademarks and Licensing (<http://www.licensing.unc.edu>). If UNC grants express prior written consent to use the University's names, logos, photographs, images, property, service marks, or trademarks, for marketing, advertising, endorsement, promotion, or otherwise, UNC shall have the right to reject any such use proposed by the Supplier which in the University's sole discretion violates UNC's standards of advertising or is inconsistent with UNC's role and reputation as a public institution of higher education.

- 2) No Party shall use the name and/or logo of the funder, the Blue Cross NC Foundation without its prior written approval. All requests to use the name and/or logo of the Blue Cross NC Foundation shall be made to UNC through the contacts detailed in the NOTICES provision of this MOA.
- B. **Record Retention.** Records related to this MOA shall be retained for five (5) years following its expiration or termination for any reason. If any federal or state regulation requires records be retained for a longer period, that retention period shall govern. If any litigation, claim, audit, or other civil or criminal action (collectively, "Actions") related to performance under this MOA commences before the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.
  - C. **Severability.** In the event that a court of competent jurisdiction holds that a provision or requirement of this MOA violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this MOA shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
  - D. **Sovereign Immunity.** Notwithstanding any other term or provision in this MOA, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to UNC under applicable law.
  - E. **Subcontracting.** The Community may subcontract performance of this MOA to third parties only with the express prior written consent of the University. Community remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same obligations and standards required of Community under this MOA, and the terms and conditions of this MOA shall be specifically incorporated into any agreements with subcontractors relating thereto.
  - F. **Survival.** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their sense and context are intended to survive the contract expiration or termination date shall so survive, unless specifically provided otherwise herein, or unless superseded by applicable Federal or State of North Carolina statutes of limitation.
  - G. **Suspension.** UNC will have the right to suspend performance of this MOA at any time by providing written notice to the Parties and specifying the dates of the suspension. In the event the MOA is suspended for any reason, UNC, in its sole discretion, shall determine if any dollars are owed to the other Parties or, in the alternate, if any dollars are owed to UNC from the other Parties as of the date

of the suspension.

**H. Termination.**

1) **Termination for Convenience.** At any time during the Term, any Party may terminate the MOA by giving the other Parties thirty (30) days prior written notice.

2) **Termination for Cause.**

- a. If the Agency and/or Community fail to fulfill any of its obligations under this MOA ("Breach"), UNC will provide written notice of the Breach to the Parties with an opportunity to cure by a date certain.
- b. If the Breaching Party has not cured the Breach in accordance with the written notice and the date specified, UNC shall have the right to terminate the MOA. Termination will be provided in writing and specify the date of termination.

3) **Mutual Termination.** At any time during the Term of this MOA, the Parties may mutually agree to terminate.

4) **Effect of Termination.** If the MOA is terminated for any reason, UNC, in its sole discretion, shall determine if any dollars are owed to the Community or Agency from UNC or if a refund is owed from the Community or Agency to UNC. UNC will provide notice of payment owed or refund due to the applicable Party. Dollars owed to the Community or Agency from UNC or dollars owed to UNC from the Community or Agency will be paid within thirty (30) days of the date of UNC's notice to the Community or Agency.

I. **Waiver.** Notwithstanding any other language or provision in this MOA, nothing is intended or shall be interpreted as a waiver of any right, remedy, default, or breach otherwise available to UNC. A waiver of any right, remedy, default, or breach on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS.**

6. **Execution:** This MOA is accepted and agreed to by each Party, as indicated by the signature of each Party's authorized representative below.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By:  \_\_\_\_\_  
DocuSigned by:  
043D34A39558419...  
Printed Name: Nathan Knuffman

Title: Vice Chancellor Finance & Operations

Date: 10/30/2023 | 8:48 AM EDT

NAME OF AGENCY:

By:  \_\_\_\_\_  
Printed Name: Michael B. Legg

Title: City Manager

Date: September 2023

NAME OF COMMUNITY:

By:  \_\_\_\_\_  
Printed Name: Sharisse Johnson

Title: Executive Director

Date: 9/22/2023

Disbursement has been approved as required  
by the Local Government Budget and Fiscal  
Control Act.

 \_\_\_\_\_  
Finance Director



**AMENDMENT #1 TO THE  
MEMORANDUM OF AGREEMENT FOR BUILDING INTEGRATED COMMUNITIES  
BY AND BETWEEN  
THE CITY OF KANNAPOLIS (NORTH CAROLINA) AND  
CAMINO COMMUNITY DEVELOPMENT CORPORATION, INC. AND  
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR ITS INSTITUTE FOR THE STUDY OF THE AMERICAS**

This Amendment #1 ("Amendment 1") is made to the Memorandum of Agreement ("MOA") by and between the City of Kannapolis ("Agency") and Camino Community Development Corporation, Inc. ("Community") and The University of North Carolina at Chapel Hill ("University"). Agency, Community, and University may be individually referred to as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into the MOA on October 30, 2023 to further the Building Integrated Communities program ("Program").

**WHEREAS**, the Parties desire to amend the MOA to clarify the impacted population, update payment dates, and edit one of the Terms and Conditions to ensure compliance with North Carolina Session Law 2023-134.

Therefore, the Parties agree to the following:

1. **Section 1. Background and Purpose** is revised and restated in its entirety as follows:

1. **Background and Purpose:** The Program is a community planning and leadership initiative that partners with North Carolina local governments to create inclusive practices and policies for residents born in other countries. Local governments and community stakeholders work together to improve communication, public safety, mobility, entrepreneurship, and leadership of residents with Latin American ancestry. The Agency must collaborate with a Community that has a 501(c)(3) designation from the Internal Revenue Service. The Agency and Community will, together, form a core team of participants ("Team"). During the Term of the MOA, the Team will work through a process to:
  2. Learn about promising practices related to language access and integration of Kannapolis residents with Latin American ancestry;
  3. Develop a written action plan ("Plan");
  4. Present the Plan to appropriate local authority for approval; and
  5. Implement at least one (1) recommendation from the Plan..

2. **Section 4. Compensation, b. (Stipend payments), i.** is revised and restated in its entirety as follows:

- i. **On or about November 1, 2023**, the University will process the first stipend payment of SIX THOUSAND DOLLARS AND 00/100 (\$6,000.00) to Community. **On or about April 1, 2024**, the University will process the first stipend payment of \$6,000.00 to Agency, for a total payout of TWELVE THOUSAND DOLLARS AND 00/100 (\$12,000.00)

3. Section 4. **Compensation, b. (Stipend payments), iii. (Payment conditions) C.** is revised and restated in its entirety as follows:

C. Assemble a core staff Team that will work together to meet Program goals and submit the names, titles, and contact information for each core Team member no later than January 19, 2024.

4. **Section 5. Terms and Conditions, a. Access to Persons and Records** is revised and restated in its entirety as follows (edited language italicized for emphasis):

a. **Access to Persons and Records.** During, and after the term hereof during the relevant period required for retention of records by State law (N.C. Gen. Stat. §§ 121-5 and 132-1 *et seq.*, typically five years), the State Auditor, UNC's internal auditors, and *the Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission* shall have access to persons and records related to this MOA to verify accounts and data affecting fees or performance under this MOA, as provided in N.C. Gen. Stat. § 143-49(9), § 147-64.7. However, if any audit, litigation, or other action arising out of or related in any way to this MOA is commenced before the end of the retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

5. **DEFINED TERMS.** Any capitalized terms not defined in this Amendment 1 retain the definition assigned to them in the MOA.

6. **EFFECTIVE DATE.** This Amendment 1 is effective on the latest of the Parties execution dates ("Amendment 1 Effective Date").

7. **ENFORCEABILITY.** Any section of the MOA not expressly amended here shall remain in full force and effect among and between the Parties.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS.**

This Amendment 1 is accepted and agreed to by each Party as of the Amendment 1 Effective Date, as indicated by the signature of each Party's authorized representative below.

**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOR ITS INSTITUTE FOR THE STUDY OF THE AMERICAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KANNAPOLIS (NORTH CAROLINA)**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CAMINO COMMUNITY DEVELOPMENT CORPORATION, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE AMENDING BUDGET FOR THE  
CITY OF KANNAPOLIS, NORTH CAROLINA  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024  
Amendment # 24-18**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 11<sup>th</sup> day of December, 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

**Description:** This budget amendment budgets for a \$12,000 UNC grant received that will be utilized to work with Camino and UNC to develop a plan for engaging the Latino community.

**SECTION I – GENERAL FUND**

|          |                                                           |          |
|----------|-----------------------------------------------------------|----------|
| Revenue: | Increase: Private Grant<br>Revenue: 10000-34800           | \$12,000 |
| Expense: | Increase: Recruitment Initiatives<br>Revenue: 11115-43415 | \$12,000 |

This ordinance is approved and adopted this 11<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Milton D. Hinnant, Mayor

**ATTEST:**

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Mike Legg, City Manager  
**Subject:** **RESOLUTION** - Confirming the resignation of Councilmember Tom Kincaid

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### **Action Requested by City Council**

Motion to adopt the Resolution confirming the resignation of Councilmember Tom Kincaid.

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

Councilmember Kincaid's resignation is directly related to the planned sale of Caremoor Retirement Community - which he co-owns with his wife Teresa - to Cooperative Christian Ministry (CCM) for the purpose of it being transformed into a transitional housing facility over the course of the next five years. Transitional housing with comprehensive funding has been a long-term City Council goal. Discussions for funding a transitional housing facility with CCM as a partner have focused on several options, including new construction on land owned by CCM. CCM identified the acquisition of the Caremoor facility as an option that was most feasible and one that would accomplish the goal of expanding transitional housing capacity in the shortest amount of time and in the most cost-effective manner possible.

After reviewing all reasonable approaches to addressing this potential conflict of interest, it was determined that Councilmember Kincaid's resignation was the most appropriate and transparent way to avoid any appearance of a potential conflict of interest as it related to the CCM grant and CCM's corresponding acquisition of the property owned by Councilmember Kincaid and his wife Teresa.

Notwithstanding the conclusion regarding the resignation, Councilmember Kincaid recused himself and did not participate in any City Council discussion of the CCM grant proposal.

There is no specific requirement in the NC General Statutes regarding a local government elected board's formal confirmation of an elected official's resignation but doing so provides a level of mutual understanding of the Councilmember's action.

A copy of the resignation letter is attached.

### **Fiscal Implications**

None.

### **Policy Issues**

None.

### **Legal Issues**

None.

### **Recommendations and Alternate Courses of Action**

1. Motion to adopt the Resolution confirming the resignation of Councilmember Tom Kincaid..
2. Table the action for a future meeting.
3. Take no action.

### **Attachments**

1. Resolution - Tom Kincaid Resignation
2. T. Kincaid Letter of Resignation

**RESOLUTION**  
**KANNAPOLIS CITY COUNCIL**

WHEREAS, Tom D. Kincaid has served on the Kannapolis City Council for fourteen years both as a member of Council and its Mayor Pro Tem; and

WHEREAS, Mr. Kincaid fulfilled his duties as a Council Member effectively with skill, dedication, and leadership; and

WHEREAS, Mr. Kincaid has submitted a formal notice of resignation from the Council effective immediately.

NOW, THEREFORE, the City Council hereby confirms Mr. Kincaid's resignation from and after adoption of this Resolution.

FURTHER RESOLVED, the City Manager and City Clerk shall take such additional action as is necessary to effectuate the intent of this Resolution.

Adopted this the 11<sup>th</sup> day of December, 2023.

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Milton D. Hinnant, Mayor

ATTEST:

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Bridgette Bell, MMC, NCCMC  
City Clerk

Tom Kincaid  
4716 Kannapolis Parkway  
Kannapolis NC 28081

December 7, 2023

Honorable Mayor Milton D. Hinnant  
Honorable Kannapolis City Council members  
401 Laureate Way  
Kannapolis, North Carolina 28081

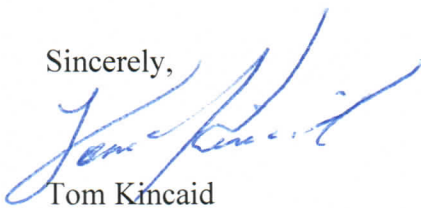
Ladies and Gentlemen:

The purpose of this letter is to inform you of my decision to resign from my elected position as a Kannapolis City Council member effective immediately.

It has been an honor to serve on the Council as a member and former Mayor Pro Tem representing one of the finest cities in North Carolina. It has been a privilege to work with each one of you and our previous council members during the past fourteen years. What we have accomplished together during my time serving our City is truly remarkable.

I wish each of you the very best for your future leadership and continued success.

Sincerely,



Tom Kincaid





## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council

**From:** Mike Legg, City Manager, Walter Safrit, City Attorney, Irene Sacks, Director of Economic & Community Development

**Subject:** **RESOLUTION** - Authorizing the City Manager to execute a Grant Agreement with Cooperative Christian Ministry to support its Acquisition of a Transitional Housing Facility and approval of the corresponding **BUDGET AMENDMENT**

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### Action Requested by City Council

1. Motion to adopt Resolution authorizing the City Manager to execute a Grant Agreement with Cooperative Christian Ministry to support its Acquisition of a Transitional Housing Facility.
2. Motion to adopt Budget Amendment.

### Required Votes to Pass Required Action

Majority Present at Meeting

### Background

This Agreement details the requirements supporting a funding grant to be awarded to Cooperative Christian Ministry ("CCM") to support an expansion of its transitional housing program. CCM has informed the City of its intention to acquire all, or a portion of, the property known as the Caremoor Retirement Community. The property consists of 5.36 acres and 4 buildings (24,530 sf) located at 4876 Caremoor Place on Kannapolis Parkway in Kannapolis. The purpose of the Agreement is to establish the conditions relating to grant funding to CCM from the City in the event the Caremoor Property is acquired, in whole or in part, with the grant funding.

The purpose of the purchase is for the long-term operation of a transitional housing facility to house Cabarrus County and Kannapolis individuals, families and senior citizens in housing crisis or at risk of becoming homeless, with a supportive program to educate, stabilize and empower the household to achieve personal goals and housing stability. CCM's transitional housing program is a structured program with case management and supportive services to stabilize the household and have them working toward program graduation and leaving for permanent housing within a target of three (3) years.

A direct funding grant of \$3,000,000 will be used by CCM exclusively for the purchase of the aforementioned property.

The agreement includes the following additional provisions:

1. CCM will have 5-years to transition 75% of the current spaces in the facility to transitional housing units. This will facilitate a natural transition of the facility from its current assisted living uses. CCM, with the current owner's assistance, will continue to operate the assisted living

components during this transition period. The actual transition pace will be dependent upon a number of factors.

2. CCM will have the same 5-year period to establish an allocation of space for 15 families with children. This emphasis on families with children has been a unanimously agreed upon City Council objective.
3. CCM must operate the facility for transitional housing for at least 10 years (the term of the agreement). CCM intends to raise \$300,000+ per year for operations, so, within 10 years it is projected CCM's donations from the community will have matched the City's initial grant amount. Accordingly, this ten-year period seems to be a logical end point for this requirement. Of course, CCM will likely operate the facility far longer, but the City will no longer monitor for this after 10 years.
4. A contract between CCM and the transitional housing residents will be required to address behavioral expectations and manage progress towards personal goals.
5. CCM will be required to pay back the grant funds if they cease operation as a transitional housing facility based on a sliding scale over 10 years. For instance, if CCM ceases operations in year 9 of 10 they will pay the City back 10% of the grant (\$300,000).
6. If CCM sells the property within the 10-year term of the agreement, the property must continue to be used for transitional housing through the remaining agreement term. Any sale proceeds must be used to support CCM's housing programs. This could come into play if CCM decided to spin off the operation into an affiliated non-profit organization. There is no discussion of this currently, but it could be a future scenario.

### **Fiscal Implications**

The \$3 million grant amount is included in the City's draft six-year financial plan tied to the Imagine Kannapolis Strategic Plan. The Plan is scheduled for final consideration by City Council in February 2024. It is important to note that the funds for the CCM grant originated from a \$9.3 million grant the City received from the Federal American Rescue Plan Act of 2021 (ARPA). As permitted by the ARPA rules, the City claimed a standard allowance for "revenue replacement" for the full amount. Doing so removed any federal restrictions on the use of the funding which provided City Council with full flexibility for the use of the funds going forward. The remaining funds will be used to support a wide variety of initiatives in the Imagine Kannapolis Strategic Plan. Essentially, the CCM grant has been made possible by the Federal funding received in 2022.

These funds facilitated by the ARPA grant are being held in the City's unrestricted fund balance (cash reserves). City Council approval of a budget amendment will also be required to facilitate the execution of the CCM Agreement.

### **Policy Issues**

None.

### **Legal Issues**

None.

### **Recommendations and Alternate Courses of Action**

1. **Adopt Resolution authorizing the City Manager to execute a Grant Agreement with Cooperative Christian Ministry to support its Acquisition of a Transitional Housing Facility (recommended).**
2. **Adopt Budget Amendment (recommended).**
3. Table both matters to a future meeting.

4. Take no action.

**Attachments**

1. Resolution - Authorizing City Manager to Execute Grant Agreement (CCM) 12-11-23
2. Grant Agreement (City and Cooperative Christian Ministry) 12-11-23 FINAL VERSION
3. BA #24-23 CCM Contribution

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
GRANT AGREEMENT SUPPORTING A TRANSITIONAL HOUSING  
PROGRAM BY COOPERATIVE CHRISTIAN MINISTRY**

**WHEREAS**, the City of Kannapolis (“City”) and Cooperative Christian Ministry (“CCM”) have collaborated on a wide variety of initiatives spanning several decades focused on providing assistance to low- and moderate income individuals and families in the areas of economic crisis mitigation, housing, poverty reduction, and relieving hunger and food insecurity, and

**WHEREAS**, Cabarrus County's 2020 Community Needs Assessment established Housing, Mental & Behavioral Health, and Early Childhood Education & Development as the greatest unmet needs in our community today, and

**WHEREAS**, the Cabarrus County and Kannapolis City school systems have identified over 500 students each year for the past five years as being homeless at some time during the school year, and

**WHEREAS**, Cabarrus County records indicate our community has experienced an average of 100 evictions per month for the last ten years, and

**WHEREAS**, CCM has been working diligently in the community to establish new emergency housing capacity that will transition individuals and families experiencing homelessness and housing crisis, to stable independent housing, and

**WHEREAS**, in 2022 Cabarrus County provided a \$2,000,000 grant to support CCM’s Homeless to Housing (H2H) Project to establish new emergency housing capacity, more specifically for the purpose of acquiring property in the City of Concord for such use for the community, and

**WHEREAS**, the City and CCM have continually discussed potential opportunities for establishing a transitional housing facility in Kannapolis, including locations on North Main Street and Pine Street, but for different reasons such sites were determined to be unfeasible, and

**WHEREAS**, CCM has identified a suitable facility to support its transitional housing mission and said facility is suitably located to serve the Kannapolis community, and

**WHEREAS**, it is in the best interests of the City to support CCM’s efforts to address emergency housing crisis in our City; and

**WHEREAS**, the City Manager and staff have negotiated with CCM staff the specific terms of a Grant Agreement (“Agreement”) which includes performance standards such as conversion timeframes from the

existing uses, a minimum amount of space devoted to serving families with children, and clawback provisions should certain objectives go unmet; and

**THEREFORE, BE IT RESOLVED:**

**THAT**, execution of the Agreement is in the best interests of the citizens of the City, and it will facilitate the acquisition of a significant physical asset for addressing the growing need for transitional housing; and

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

This Resolution is adopted December 11, 2023.

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Milton D. Hinnant Mayor

ATTEST:

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Bridgette Bell, MMC, NCCMC City Clerk

## STATE OF NORTH CAROLINA

## GRANT AGREEMENT

### COUNTY OF CABARRUS

This GRANT AGREEMENT (“the Agreement”) is made by and between the City of Kannapolis, a North Carolina municipal corporation (“City”) and Cooperative Christian Ministry, a North Carolina non-profit corporation (“CCM”). The City and CCM may be individually referred to as a “Party” or collectively as the “Parties.”

#### WITNESSETH:

The Parties to this Agreement, in consideration of the mutual promises, covenants and conditions herein contained and imposed, the adequacy and sufficiency of which are hereby acknowledged, have and do hereby agree as follows:

1. Background. This Agreement details the requirements supporting a funding grant (the “Grant”) awarded for a transitional housing program sponsored in part by the City pursuant to Article V, Section 2(1) of the North Carolina Constitution and General Statute 160A-20.1. CCM has informed City of its intention to acquire all, or a portion of, the property known as the Caremoor Retirement Community Property consisting of 5.36 acres and 4 buildings (24,530 sf) located at 4876 Caremoor Place on Kannapolis Parkway in Kannapolis, North Carolina (the “Caremoor Property”). The purpose of this Agreement is to establish the conditions relating to grant funding to CCM from City in the event the Caremoor Property is acquired, in whole or in part, with the grant funding.

2. Purpose. The purpose of the purchase is for the long-term operation of a transitional housing facility to house Cabarrus County and Kannapolis individuals, families and senior citizens in housing crisis or at risk of becoming homeless, with a supportive program to educate, stabilize and empower the household to achieve personal goals and housing stability. The transitional housing program is a structured program with case management and supportive services to stabilize the household and have them working toward program graduation and leaving for permanent housing within three (3) years.

3. Funding. A direct funding grant of Three Million Dollars (\$3,000,000), herein after referenced as the “Grant,” will be deposited by City to a designated account of CCM at or prior to closing for the purchase of the Caremoor Property. These funds shall be used exclusively for the purchase.

4. Term. The term (“Term”) for this Agreement will begin on the date of the last Party’s signature (“Effective Date”) and will terminate ten (10) years thereafter, unless terminated earlier in accordance with this Agreement.

5. Performance Standards. The following Performance Standards are conditions of this Agreement:

- a. On or before December 31, 2028, and thereafter during the Term, at least 75% of occupied units shall be a household enrolled in CCM’s transitional housing program.
- b. On or before December 31, 2028, and thereafter during the Term, at least 15 units shall be occupied by or allocated to families with children (defined as at least one household member under the age of 18).
- c. “Unit” is defined as an apartment, a single bedroom facility or a multiple bedroom facility available for a single household.

- d. CCM will maintain the Caremoor Property for transitional housing for no less than an initial period of ten (10) consecutive years.
- e. The Caremoor Property must be kept in good condition and maintained in a clean and orderly appearance from the exterior.
- f. All participants must sign a contract with CCM agreeing to participate and comply with the standards and requirements of the transitional housing program. CCM covenants to strictly enforce program rules, including provisions which prohibit violence, smoking, drugs, alcohol or overnight guests.
- g. In the event no conversion of the occupied units occurs on or before December 31, 2028 the entire funding grant contribution will be reimbursed to the City.

6. Reports and Monitoring. CCM shall provide to the City annual reports beginning in January 2025 and continuing through January 2030. Thereafter annual reports will be provided upon request by City. The annual reports will include no less than the following information: number of occupied units, demographics of residents (assisted living vs. transitional housing clients, household size, age, race, sex, disability status, previous residence), program information (length of stay, total households served) and other information determined by the City to be relevant about the programs and facility's key successes and metrics.

7. Clawbacks. In the event CCM ceases to operate the Caremoor Property as a transitional housing facility within the initial 10-year period, CCM will reimburse the City for the Grant contribution according to the following schedule:

- a. Years 1-3: Cessation of operations prior to December 1, 2026, CCM shall reimburse 100% of the Grant funds to the City.
- b. Year 4: Cessation of operations between December 1, 2026 and prior to December 1, 2027, CCM shall reimburse 60% of the Grant funds to the City.
- c. Years 5-10: Cessation of operations prior to December 1 in any of the subsequent six years CCM's reimbursement requirement will be reduced by 10% for each year (0% by year 10).
- d. In the event of a cessation event, the required reimbursement shall be made to City within thirty (30) days following written notice to CCM or its successor in interest.
- e. "Cessation of Operations" shall be an event of thirty (30) consecutive days or more during which CCM or its successor in interest fail to provide material or fundamental services historically provided for the transitional housing program of CCM.

8. Transfer of Property Interests. In the event CCM desires to convey any part of the property within initial 10-year period, CCM shall notify the City no less than sixty (60) days in advance of any sale. Sale proceeds exceeding the original Grant amount (less any required reimbursements described in paragraph 7) must be used for alternate restorative/transitional housing to serve Kannapolis residents.

9. Miscellaneous Provisions.

- a. Binding Effect. This Agreement and all covenants, terms, conditions, warranties and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall insure to the benefit of the Parties hereto and their representatives, successors and permitted assigns.
- b. Final Agreement. This Agreement contains the final and entire agreement between the Parties, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

- c. Amendment. This Agreement shall not be modified except by instrument in writing executed by the parties hereto.
- d. Notices. All notices, demands and requests which may be given, or which are required to be given by either party to the other must be in writing. All notices, demands and requests by either Party shall be sent by overnight delivery by a nationally recognized carrier that can and shall provide proof of delivery (in which event the delivery date of such notice shall be the date of receipts by the addressee) addressed as follows, or to such other address as a Party may specify by duly given notice:

If to City:

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

If to CCM:

Ed Hosack  
Chief Executive Officer  
Cooperative Christian Ministry, Inc.  
258 North Cannon Blvd.  
Kannapolis, NC 28083  
Telephone: 704-706-9047

- e. Assignment. Neither Party shall have the right to assign its rights under this Agreement without the prior written consent of the other party except as otherwise provided.
- f. Governing Law. This Agreement shall be governed by and construed and interpreted under the laws and judicial decisions of the State of North Carolina.
- g. Counterparts, Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the Parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the Parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other. Facsimile signatures and portable document format signatures shall operate to bind the party to this Agreement whose signature has been faxed or emailed as a pdf image to the other Party.
- h. Headings. The headings in the Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.
- i. Severability. If any provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.
- j. Time of Essence. Time is of the essence as to all provisions of this Agreement.



IN WITNESS WHEREOF, the City and CCM have caused this instrument to be signed in their names by their authorized representatives the date and year first above written.

CITY OF KANNAPOLIS

By: \_\_\_\_\_

Printed Name: Michael B. Legg

Title: City Manager

Date: \_\_\_\_\_

COOPERATIVE CHRISTIAN MINISTRY

By: \_\_\_\_\_

Printed Name: Ed Hosack

Title: Chief Executive Officer

Date: \_\_\_\_\_

**ORDINANCE AMENDING BUDGET FOR THE  
CITY OF KANNAPOLIS, NORTH CAROLINA  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023  
AND ENDING JUNE 30, 2024  
Amendment # 24-23**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 11<sup>th</sup> day of December 2023, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

**Description:** This budget amendment funds the City’s contribution to Cooperative Christian Ministry. This contribution is accounted for on the City’s long range financial plan.

**SECTION I– GENERAL FUND**

Revenues:

|                                      |             |
|--------------------------------------|-------------|
| Increase – Fund Balance Appropriated |             |
| Revenue: 19900-39900                 | \$3,000,000 |

Expenditure:

|                                     |             |
|-------------------------------------|-------------|
| Increase – Non-Profit Contributions |             |
| Expenditure: 11115-46350            | \$3,000,000 |

This ordinance is approved and adopted this 11<sup>th</sup> day of December, 2023.

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Milton D. Hinnant, Mayor

**ATTEST:**

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Bridgette Bell, MMC, NCCMC  
City Clerk



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Mike Legg, City Manager  
**Subject:** **APPOINTMENT** - Appoint Representatives to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Metropolitan Planning Organization for the year 2024

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### **Action Requested by City Council**

Appoint one member and one alternate to serve on the TAC and one Staff Liaison and one alternate to serve on the TCC.

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

Each year, the North Carolina Department of Transportation (NCDOT) requires that the Metropolitan Planning Organization (MPO) supply a list of current Technical Advisory Committee (TAC) and Transportation Coordinating Committee (TCC) representatives along with their alternates. The TAC and TCC appointees must be available to attend regular monthly meetings and also participate on regional transportation planning committees.

It is recommended that City Council appoint one Council Member to serve as the City's representative and one Council Member to serve as alternate on the TAC and appoint one Staff Liaison to serve as the City's representative and one alternate to serve on the TCC.

At present, Council Member Ryan Dayvault is the appointed member and Council Member Doug Wilson is the alternate to represent the City of Kannapolis on the TAC.

As to the Staff Liaison, it is recommended that Richard Smith, Planning Director, serve as the TCC representative and Scott Kaufhold, Director of Engineering, to serve as the TCC alternate. Wilmer Melton, Assistant City Manager, directly supervises both of the recommended appointees and will remain engaged in the ongoing MPO affairs to lend his institutional knowledge and expertise to the process.

### **Fiscal Implications**

None

### **Policy Issues**

None

### **Legal Issues**

TAC members are subject to provisions of the NC State Government Ethics Act, Chapter 138A of the NC General Statutes. There are two specific requirements: 1) State of Economic Interest (SEI) application, and 2) Real Estate

Disclosure Form. Current MPO TAC members and their alternate must electronically file their SEI and Real Estate Disclosure Form annually by April 15th.

### **Recommendations and Alternate Courses of Action**

1. **Motion to appoint one Council Member to serve as the City's representative and one Council Member to serve as alternate on the TAC. (Recommended)**
2. Appoint one Staff Liaison to serve as the City's representative and one Staff Liaison to serve as alternate on the TCC. (Recommended)
3. Defer action to a future meeting.

### **Attachments**

1. CRMPO Rep and Alternates for 2024



November 28, 2023

Mr. Mike Legg, Manager

City of Kannapolis  
P. O. Box 1199  
Kannapolis, North Carolina 28082

**SUBJECT: 2024 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)**

Dear Mike,

As you are aware, each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives along with their alternates. At present, Councilman Ryan Dayvault is the appointed member and Councilman Doug Wilson is the alternate to represent the City of Kannapolis on the TAC. Mr. Richard Smith is currently the TCC representative and Mr. Scott Kaulfold is the alternate. Please notify the MPO as to who will serve in 2024 as your designated appointees to the TAC (elected officials only), as well as the TCC (staff) appointee and alternate. The TAC and TCC appointees must be available to attend regular monthly meetings and also participate on regional transportation planning committees. Attendance at the meetings is critical to the success of our planning efforts and to bring information back to their respective communities. A schedule of the meetings will be sent to your designated representative as soon as their information is made available to us.

As the current TAC members are aware, there is a requirement to serve as a member or alternate of the TAC. TAC members are subject to provisions of the NC State Government Ethics Act, Chapter 138A of the NC General Statutes. There are two specific requirements: 1) State of Economic Interest (SEI) application, and 2) Real Estate Disclosure Form. Current MPO TAC members and their alternate must electronically file their SEI and Real Estate Disclosure Form annually by April 15<sup>th</sup>. This information can be found at <https://ethics.nc.gov/seis/electronic-filing>. Go to Statement of Economic Interest and click on MPO/RPO filers. Any TAC member or alternate that has never been on this committee must file the first week in January 2024. Please alert your TAC representatives of this requirement when making your selections

Please provide current contact information for your selected individuals to include mailing address, telephone number, fax number and e-mail address to Connie Cunningham at the CRMPO office by January 5, 2024. Please email your Information to [ccunningham@mbisolution.com](mailto:ccunningham@mbisolution.com).

Thank you for your attention to this matter.

Sincerely,

*Phil Conrad*

Phil Conrad  
Cabarrus Rowan MPO Executive Director



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Mike Legg, City Manager  
**Subject:** **APPOINTMENT** - Appoint Representatives to the Concord-Kannapolis Transit Commission (CKTC)

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### **Action Requested by City Council**

Appoint members to serve as the City's representatives on the Concord-Kannapolis Transit Commission (CKTC).

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

The RIDER Transit System was developed and now serves the public transportation needs for Concord and Kannapolis. According to the adopted Interlocal Agreement for the transit system, it is necessary to appoint elected officials from each governing body to the CKTC. Terms are for three (3) years.

The CKTC has two City Councilmembers that currently serve as the City's representatives, Councilmember Dianne Berry and Councilmember Darrell Jackson with appointments ending December 31, 2023. Terms are for three years.

### **Fiscal Implications**

None

### **Policy Issues**

None

### **Legal Issues**

Appointing elected officials will serve in accordance with the adopted Interlocal Agreement between the cities of Concord and Kannapolis.

### **Recommendations and Alternate Courses of Action**

1. **Appoint two councilmembers to the Concord Kannapolis Transit Commission for three-year terms ending December 31, 2026. (Recommended)**
2. Table the action to a future meeting.

### **Attachments**

None



## Kannapolis City Council

City Council Agenda Staff Report  
December 11, 2023

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**To:** Mayor and City Council  
**From:** Mike Legg, City Manager  
**Subject:** **APPOINTMENT** - Appoint Representatives to the Centralina Council of Governments

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### **Action Requested by City Council**

Appoint a delegate and one alternate to serve as the City's representative.

### **Required Votes to Pass Required Action**

Majority Present at Meeting

### **Background**

The Centralina Council of Governments (CCOG) is the state-designated lead regional organization for the area in and around Charlotte. It serves as a conduit for grants, a staff resource for members and a forum for local governments to address current and future needs.

Established in 1968, CCOG was created to serve the needs of our nine-county region, which includes Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Rowan, Stanley and Union counties. CCOG is governed by a Board of Delegates comprised of member governments and is one of 16 North Carolina regional councils authorized by the General Assembly. The Board of Delegates consists of elected officials from the (Member Governments), counties, cities and towns in the eight counties set by COG policies. Funding comes from member dues, state and federal grants, and fees for services.

Centralina COG provides a variety of services for our region. It administers state and federal grants, including aging, workforce development, emergency services and economic development programs. They also maintain a comprehensive Regional Data Center for the public and private sector with information about the population, economy, health services, education, employment, transportation, utilities and climate.

In addition, COG provides local and regional planning and technical services to its local government members in the areas of community development, land use, zoning, water and solid waste, GIS mapping, personnel, management, criminal justice and emergency medical service.

Presently, Mayor Hinnant serves as the delegate representative. There is no alternate currently serving. It is recommended that City Council appoint an elected member of City Council as well as an alternate to serve on the CCOG. These persons must be elected members of the governing body. Terms of office are for two years and expire December 31.

### **Fiscal Implications**

None

### **Policy Issues**

None

### **Legal Issues**

None

### **Recommendations and Alternate Courses of Action**

1. **Motion to appoint one delegate and one alternate to serve as the City's representative on the Centralina COG (Recommended).**
2. Take no action.
3. Table the matter to a future meeting.

### **Attachments**

1. 2024 Centralina Board Meeting Schedule
2. 2023 List of Delegates
3. Officer Roles



## 2024 BOARD MEETING SCHEDULE

### Executive Board Meeting Dates

*These meetings will be held in person, with a virtual option, at 5:00 p.m.*

Wednesday, January 10, 2024  
 Wednesday, March 13, 2024  
 Wednesday, April 10, 2024  
 Wednesday, June 12, 2024  
 Wednesday, September 11, 2024  
 Wednesday, November 13, 2024

### Board of Delegates Meeting Dates

*These meetings will be held in person at 5:00 p.m. unless otherwise noted below.*

| Date                                | Tentative Agenda Topics                                          |
|-------------------------------------|------------------------------------------------------------------|
| <b>Wednesday, February 21, 2024</b> | <b>Annual Meeting; Budget Hearing; Delegate Orientation</b>      |
| <b>Wednesday, May 8, 2024</b>       | <b>Regional Priority Setting - Shaping our FY24-25 workplan.</b> |
| <b>Wednesday, August 14, 2024</b>   | <b>August Advocacy Focus: State &amp; Federal Connections</b>    |
| <b>Wednesday, October 9, 2024</b>   | <b>Annual Dinner &amp; Region of Excellence Awards Ceremony</b>  |



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# 2023 CENTRALINA DELEGATES

1. **Anson County**, Commissioner Jarvis Woodburn
2. **Cabarrus County**, Commissioner Lynn Shue
3. **Gaston County**, Commissioner Bob Hovis
4. **Iredell County**, Commissioner Gene Houpe
5. **Lincoln County**, Commissioner Jamie Lineberger
6. **Mecklenburg County**, Commissioner Elaine Powell
7. **Stanly County**, Commissioner Patty Crump
8. **Union County**, Commissioner Brian Helms
9. **Albemarle**, Mayor Pro Tem Martha Sue Hall
10. **Ansonville**, No appointment made to date
11. **Badin**, Council Member Charles Council
12. **Belmont**, Mayor Charlie Martin
13. **Bessemer City**, Council Member Kay McCathen
14. **Charlotte**, Council Member Dante' Anderson
15. **Cherryville**, Mayor H.L. Beam
16. **Cleveland**, Mayor Patrick Phifer
17. **Concord**, Council Member Andy Langford
18. **Cornelius**, Commissioner Michael Osborne
19. **Cramerton**, Mayor Nelson Willis
20. **Dallas**, Mayor Rick Coleman
21. **Davidson**, Commissioner Autumn Michael
22. **East Spencer**, Mayor Pro Tem Shawn Rush
23. **Faith**, Alderwoman Jane Lingle
24. **Gastonia**, Council Member Jennifer Stepp
25. **Granite Quarry**, Mayor Brittany Barnhardt
26. **Harrisburg**, Mayor Jennifer Teague
27. **Huntersville**, Mayor Pro Tem Stacy Phillips
28. **Indian Trail**, Council Member Crystal Buchaluk
29. **Kannapolis**, Mayor Darrell Hinnant
30. **Kings Mountain**, No appointment made to date
31. **Landis**, Alderwoman Katie Sells
32. **Lilesville**, No appointment made to date
33. **Lincolnton**, Council Member Kevin Demeny
34. **Locust**, Council Member Rusty Efird
35. **Love Valley**, Council Member Mark Loden
36. **Lowell**, Mayor Sandy Railey
37. **Marshville**, Mayor Pro Tem Ernestine Staton
38. **Marvin**, Council Member Wayne Deatherage
39. **Matthews**, Mayor Pro Tem Ken McCool
40. **McAdenville**, Mayor Pro Tem Jay McCosh
41. **Midland**, Council Member Richard Wise
42. **Mineral Springs**, Council Member Jim Muller
43. **Mint Hill**, Commissioner Tony Long
44. **Misenheimer**, Council Member Jeff Watson
45. **Monroe**, Council Member James Kerr
46.  **Mooresville**, Commissioner Bobby Compton
47. **Morven**, Council Member Corinthia Lewis-Lemon
48. **Mount Holly**, Council Member Christina Pawlish
49. **Norwood**, Commissioner Wes Hartsell
50. **Oakboro**, No appointment made to date
51. **Pineville**, Council Member Amelia Stinson-Wesley
52. **Ranlo**, Commissioner Robin Conner
53. **Richfield**, No appointment made to date
54. **Salisbury**, Mayor Karen Alexander
55. **Spencer**, Alderwoman Pat Sledge
56. **Stallings**, Mayor Pro Tem David Scholl
57. **Stanfield**, Commissioner Greg Lucas
58. **Stanley**, No appointment made to date
59. **Statesville**, Council Member Joe Hudson
60. **Troutman**, Council Member Jerry Oxsher
61. **Wadesboro**, Mayor Bill Thacker
62. **Waxhaw**, Commissioner Pedro Morey
63. **Wingate**, Mayor Gary Hamill

# Centralina Officer Roles/Responsibilities

## **Chair (Open; 1 Interested Candidate)**

- Presides over all meetings of the Board of Delegates and the Executive Board
- Appoints an Executive Board member to serve as the Council's representative to the North Carolina Association of Regional Councils of Government's Forum

## **Vice Chair (Incumbent: Jay McCosh, Town of McAdenville; 3 Interested Candidates)**

- Performs the duties of the Chair when the Chair is absent or unavailable for the performance of their duties
- Serves as an ex-officio member of all standing committees

## **Secretary** (Incumbent: Jarvis Woodburn, Anson County)

- Keeps or supervises the keeping of all records and minutes of meetings

## **Treasurer** (Incumbent: Corinthia Lewis-Lemon, Morven)

- Supervises all financial matters in cooperation with Finance Director and chairs the Finance Committee

