



**CITY COUNCIL
BUSINESS MEETING AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS NC
MARCH 25, 2024
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

CITY DEPARTMENT SPOTLIGHT

- A. City Department Spotlight: Information Technology Department (Tony Eury, Director of Information Technology)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

- A. National Women's History Month (Darrell Hinnant, Mayor)
B. National Red Cross Month (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **BUDGET AMENDMENT** - Appropriating Cash Reserves for Fire Stations #1 and #4 Furniture and Fixtures (Jerome Blakeney, Director of General Services, Kristin Jones, Assistant to the City Manager)
B. **BUDGET AMENDMENT** - Appropriating Cash Reserves in Water and Sewer Fund for Contracted Services and other expenses (Alex Anderson, Director of Water Resources, Kristin Jones, Assistant to the City Manager)
C. **BUDGET AMENDMENT** - Appropriating Cash Reserves for the MLK Jr. Avenue Bridge Replacement Project (Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City Manager)
D. **AMEND CITY WIDE FEE SCHEDULE**- to add EV Charging Station Fees. (Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City Manager)
E. **ORDINANCE** - Amending the Downtown Social District Map to include Parklets on Main Street (Gary Mills, Parks & Recreation Director)
F. **ORDINANCE** - Amending Schedule 8 (Speed Limits) of the Traffic Control Schedule (Michael Rattler, Director of Transportation & Environmental Services)

- G. **MOTION** - To accept the deed for the Overlook 85 Water Tower (Walter Safrit, City Attorney, Wilmer Melton, Assistant City Manager)
- H. Minutes: February 26, 2024 Business Meeting (Bridgette Bell, City Clerk)
- I. Minutes: February 12, 2024 Work Session (Bridgette Bell, City Clerk)

BUSINESS AGENDA

- A. **RESOLUTION** - Approving the Parks and Recreation Comprehensive Masterplan (Gary Mills, Parks & Recreation Director)
- B. **RESOLUTION** - Support to apply for a Parks and Recreation Trust Fund Grant (Gary Mills, Parks & Recreation Director)
- C. **DISCUSSION** - Safety Changes for City Council and Board and Commission Meetings (Mike Legg, City Manager, Walter Safrit, City Attorney)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

MOTION TO ADJOURN

ADA Notice and Hearing Impaired Provisions

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service or activity of the City, contact Heather James, Human Resource Director at 704-920-4233 or email hjames@kannapolisnc.gov as soon as possible, but no later than forty-eight (48) hours before the scheduled event.



Kannapolis City Council

City Council Agenda Staff Report

March 25, 2024

To: Mayor and City Council
From: Tony Eury, Director of Information Technology
Subject: City Department Spotlight: Information Technology Department

Action Requested by City Council

None. Presentation only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

An update on activities of the Information Technology Department will be provided.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

None. Presentation only.

Attachments

None



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
Month of March as Women's History Month

WHEREAS, women have played a critical role in shaping the economic, cultural, and social fabric of our society through their participation in the labor force, working both inside and outside the home, in leadership positions, and through creative inspiration; and

WHEREAS, National Women's History Month provides an opportunity for schools and communities to increase the knowledge held by our children and our community of women's roles in history and their contributions to the development of this nation; and

WHEREAS, National Women's History Month is both a call to acknowledge outstanding women we know by name and to pay homage to the nameless women who shared our collective past. The 2024 theme for National Women's History Month is "*Women Who Advocate for Equity, Diversity and Inclusion*", which directly recognizes women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions.

NOW, THEREFORE, I, MILTON D. HINNANT, Mayor of the City of Kannapolis, by virtue of the authority vested in me as Mayor along with the Kannapolis City Council, do hereby proclaim the month of March as Women's History Month and may we recognize the long, storied history of great women helping to realize our Nation's founding promise and highest aspirations.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 25th day of March 2024.

Milton D. Hinnant



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
Month of March as American Red Cross Month

WHEREAS, March is American Red Cross Month, a time when we recognize the humanitarian organization that help our communities prepare for, respond to, and recover from emergencies, and

WHEREAS, the Greater Carolinas Region consists of five chapters covering North and South Carolina. Together, the five chapters proudly serve more than 5.5 million people across 51 counties, 47 in North Carolina and 4 counties in South Carolina, and

WHEREAS, the American Red Cross Southern Piedmont Chapter serves a population of more than 647 thousand people in the counties of Anson, Cabarrus, Montgomery, Rowan, Stanley, and Union, addressing their urgent needs like providing lodging, food, recovery support, and hope to those in crisis situations, and

WHEREAS, the American Red Cross, through its national Home Fire Campaign, install free smoke alarms, make escape plans, and offers a variety of programs to help adults and children better prepare for emergencies, and

WHEREAS, every day, people in our community depend on the American Red Cross, whose lifesaving mission is powered by the devotion of volunteers, dedicated employees and the generosity of donors and supporters. We thank and honor those who make this compassion work possible.

NOW, THEREFORE, I, MILTON D. HINNANT, Mayor of the City of Kannapolis, by virtue of the authority vested in me as Mayor along with the Kannapolis City Council, do hereby proclaim March 2024 as American Red Cross Month in the City of Kannapolis and I encourage all Americans to support this organization and its noble humanitarian mission.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 25th day of March 2024.

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council

From: Jerome Blakeney, Director of General Services, Kristin Jones, Assistant to the City Manager

Subject: **BUDGET AMENDMENT** - Appropriating Cash Reserves for Fire Stations #1 and #4 Furniture and Fixtures

Action Requested by City Council

Approve Budget Amendment #24-34 appropriating Cash Reserves for Fire Stations #1 and #4 Furniture and Fixtures

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Fire Station #1 and #4 remodels are underway. This budget amendment funds the necessary furniture and fixtures needed for the remodels which is the second and final phase of these projects. These purchases include commercial grade washer and dryers, new turnout gear lockers, new bedding, etc.

Fiscal Implications

An appropriation of fund balance is needed to meet the funding needs for the fire station remodels. These expenditures - like the renovation projects - are included in the City's current 5-year financial plan.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to approve budget amendment #24-34 appropriating Cash Reserves for Fire Stations #1 and #4 Furniture, Fixtures and Technology **(Recommended)**.
2. Take no action.
3. Table to a future meeting.

Attachments

1. BA#24-34 FS Renovation FF&E

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-34**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 25th day of March 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

Description: This budget amendment appropriates fund balance to cover the furniture, fixtures and necessary technology items related to Fire Stations #1 and #4 renovations (door access, cabling, station alerting).

SECTION I– GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	\$360,750
Expenditure:	Increase: Information Technology- Small Tools Expenditure: 11500-46200	\$85,000
Expenditure:	Increase: General Services- Capital Machinery and Equipment Expenditure: 11600-59500-FS1	\$75,100
Expenditure:	Increase: General Services-Capital Machinery and Equipment Expenditure: 11600-59500-FS4	\$124,100
Expenditure:	Increase: General Services- Small Tools Expenditure: 11600-46200-FS1	\$32,900
Expenditure:	Increase: General Services- Small Tools Expenditure: 11600-46200-FS4	\$43,650

This ordinance is approved and adopted on this 25th day of March 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council

From: Alex Anderson, Director of Water Resources, Kristin Jones, Assistant to the City Manager

Subject: **BUDGET AMENDMENT** - Appropriating Cash Reserves in Water and Sewer Fund for Contracted Services and other expenses

Action Requested by City Council

Approve budget #24-35 which appropriates cash reserves in Water and Sewer Fund for Contracted Services and other expenses

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Water Resources Department has projected remaining needs for the end of the fiscal year. This budget amendment funds tap installations of which the department remains behind schedule.

Though the Department is diligently working on getting fully staffed, there is currently a very new and inexperienced workforce in this department. This leads to a longer time to complete jobs and leads to the production capabilities being lower than is ideal. This will take some time to overcome as the Department continues to train staff. It is anticipated that within six months the Department will be back up to pre-issue productivity levels. The Department is currently prioritizing water leaks as it is still experiencing colder weather and there is a freeze potential.

Including in this budget amendment is also funding for PFOS study. Per- and Polyfluoroalkyl Substances (PFOS/PFAS) are persistent environmental pollutants, known for their longevity and potential health impacts. The EPA has set stringent new guidelines for PFOS/PFAS levels in water supplies, necessitating immediate attention. For this reason, the Department has been in conversation with State environmental staff, has been attending training, and have consulted with the Department's on-call engineering firm, Black & Veatch, to determine the best path forward to addressing these new challenges. This study, priced at \$180,000, gives us a comprehensive approach for best practice moving forward. Black & Veatch will conduct jar testing to identify the most effective treatment method, considering our specific water characteristics. The two best options for treatment to be studied are: Ion Exchange, and Granular Activated Carbon (GAC) pressurized vessels. Either of these two options will easily result in a 50% reduction in PFOS/PFAS levels providing us with the best-case scenario for future regulations currently on the EPA horizon as well as other possible strains of Per- and Polyfluoroalkyl Substances that could be regulated.

The remaining items in this budget amendment address shortfalls in the Water Treatment budget in chemicals, bulk water purchases and equipment rentals.

Fiscal Implications

An appropriation of cash reserves (fund balance) in the Water and Sewer Fund is necessary to fund these items noted above.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve budget #24-35 which appropriates cash reserves in Water and Sewer Fund for Contracted Services and other expenses (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. Water Resources BA 23-35

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-35**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 25th day of March 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted:

Description: This budget amendment appropriates fund balance in the Water and Sewer Fund to cover and increase in contracted services for the PFOS study, tap install for Water Resources and funding for chemicals, equipment rental and raw water for the Water Treatment Plant.

SECTION I– WATER AND SEWER FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 39900-39900	\$935,000
Expenditure:	Increase: Distribution: Contracted Services Expenditure: 36100-48000	\$435,000
Expenditure:	Increase: WTP: Equipment Rental Expenditure: 36200-45410	\$100,000
Expenditure:	Increase: WTP: Chemicals Expenditure: 36200-46830	\$300,000
Expenditure:	Increase: WTP: Bulk Water Expenditure: 36200-48240	\$100,000

This ordinance is approved and adopted on this 25th day of March 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City Manager
Subject: **BUDGET AMENDMENT** - Appropriating Cash Reserves for the MLK Jr. Avenue Bridge Replacement Project

Action Requested by City Council

Approve Budget Amendment #24-36 which appropriates cash reserves for the MLK Jr. Avenue Bridge Work.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

This Budget Amendment funds the City's aesthetic upgrades to the NCDOT's MLK Jr. Avenue bridge replacement (over US 29, Cannon Blvd). The City funds will consist of constructing classic rail with light supports, installing medallions, and installing conduit for future lighting on the bridge. The City will submit payment to NCDOT upon execution of the agreement.

Fiscal Implications

An appropriation of cash reserves (fund balance) is required to fund this project.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve Budget Amendment #24-36 which appropriates cash reserves for the MLK Jr. Avenue Bridge Work (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. MLK Betterment Bridge BA #24-36
2. Kannapolis_B-5372_1000019793_NCDOT Betterment Agreement

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-36**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 25th day of March 2024, 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 replacing the bridge at MLK Jr. Avenue over US 29, North Cannon Boulevard. This is a project in conjunction with NC DOT. This project will consist of constructing classic rail with light supports, install medallions, and install conduit for future lighting on the bridge. The City will submit payment to NCDOT upon execution of the agreement.

SECTION I– GENERAL FUND

Revenue:	Increase: Fund Balance Appropriated Revenue: 19900-39900	\$157,856
Expenditure:	Increase: Streets: Contracted Service Expenditure: 13500-48000	\$157,856

This ordinance is approved and adopted on this 25th day of March 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE



_____: I acknowledge that upon execution of this Agreement, we must submit a down payment, if required.

I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK OR

MAIL TO:

NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

Initiate ACH through your bank* and send an e-mail to:

- ✓ Shamorah Fountain - sfountain1@ncdot.gov
- ✓ Kay Lee - klee@ncdot.gov

INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

**If you need NCDOT's Account information, contact Tammy Court at tcourt@ncdot.gov*

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000019793

AGREEMENT OVERVIEW

NORTH CAROLINA
CABARRUS COUNTY

DATE: 9/25/2023

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: B-5372

AND

WBS ELEMENTS: CON 46087.3.1

CITY OF KANNAPOLIS

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP PROJECT (“Project”): This Project consists of replacing Bridge 120109 on SR 1706 (Martin Luther King, Jr. Ave.) over US 29 (North Cannon Boulevard).

ADDITIONAL WORK: The Department will construct classic rail with light supports, install medallions, and install conduit for future lighting on the Bridge on Martin Luther King, Jr. Ave. over US 29 (North Cannon Boulevard).

ESTIMATED COST OF THE ADDITIONAL WORK: \$157,856

COSTS TO OTHER PARTY: \$157,856

PAYMENT TERMS: City of Kannapolis will submit payment upon execution of agreement.

MAINTENANCE: City of Kannapolis and North Carolina Department of Transportation

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **City of Kannapolis**, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties**

with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- i. The **Department** shall be responsible for all phases of project delivery to construction as shown in the **PROJECT DELIVERY** Provision.
- ii. The **Municipality** shall be responsible for maintenance of the additional work, as shown in the **PROJECT DELIVERY** Provision; and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits, and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project.

All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

The **Municipality** shall be responsible for the relocation and adjustment of all municipally owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and electric power lines; underground cables, gas lines, and, and other pipelines or conduits; or any privately- or publicly-owned utilities.

- i. Said work shall be performed in a manner satisfactory to the **Department** prior to the **Department** beginning construction of the Project. The **Municipality** shall make every effort to promptly relocate said utilities in order that the **Department** will not be delayed in the construction of the Project.
- ii. The **Municipality** shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
- iii. The **Department**, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the **Municipality**.
- iv. The **Department** shall not be liable for any work that the **Municipality** undertakes with respect to said utility relocation.

Costs and Funding

- v. If applicable, the **Department** will reimburse the **Municipality** in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highway,” and department criteria.
- ii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department** including the classic rail on the bridge.
- iii. The **Municipality** shall maintain the medallions, lighting supports, and conduit for future lighting on the bridge.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the **Municipality** and in accordance with the **Department’s** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the **Department’s** policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality
classic rail, medallions, lighting supports, and conduit for future lighting on bridge on Martin Luther King, Jr. Ave over US 29 (North Cannon Boulevard).	\$ 157,856
Total Estimated Cost to Municipality	\$ 157,856

The estimated Municipal share of the additional work is \$157,856. The **Parties** understand that this is an estimated cost and subject to change.

B. PROJECT COSTS

The **Municipality** has agreed to participate in the Project costs as follows:

- i. The estimated cost of the additional work is \$157,856. The **Municipality** shall participate in 100% of actual costs. Both **Parties** understand that this is an estimated cost and is subject to change.

C. CONFERENCE ON COSTS AS PROJECT PROGRESSES

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000019793**

The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

D. INVOICING BY THE DEPARTMENT

Based on the estimated cost of \$157,856 the **Municipality** shall submit payment for \$157,856 to the **Department's** Fiscal Section upon full execution of this Agreement.

Upon completion of the Project, if actual costs exceed the amount of the down payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$157,856, the **Department** will reimburse the **Municipality** any overpayment.

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000019793**

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

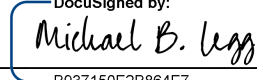
By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000019793**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

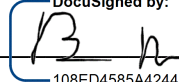
Authorized Signer: 
Print Name: Michael B. Legg
Title: City Manager
Date Signed: 01/23/2024

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF KANNAPOLIS

FED TAX ID NO: _____

REMITTANCE ADDRESS:

Finance Officer: 
Print Name: Brian Roberts
Date Signed: 02/29/2024

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Chief Engineer

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 11/15/2023 (DATE)



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City Manager
Subject: **AMEND CITY WIDE FEE SCHEDULE-** to add EV Charging Station Fees.

Action Requested by City Council

Approve the addition of EV Charging to the City-Wide Fee Schedule.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis has installed electric vehicle ("EV") charging stations at City Hall and Block 8. There are 4 charging stations at each location. The electric charging stations are part of the City's sustainability initiatives to continue to work towards a healthy environment and preserve our natural resources. The City received a grant from Duke Energy to install both charging stations at City Hall and Block 8 to assist with initial equipment and installation costs. There are ongoing maintenance and power charges incurred by these devices, which is why the City Staff is proposing the following free structure:

- Fee for power- \$0.10/kWh (per kilowatt-hour)
- Fee for parking - grace period of 30 minutes after the vehicle has fully charged. There will be a charge of \$2 for the first hour, after the time expires, a max charge of \$10.
- Transaction Fees - are transferred to the driver at \$0.50 + 5% of the total transaction.

The City has purchased a number of electric vehicles used in our fleet. If the electric vehicle is a city-owned vehicle, then there will be no charges applied. Employees will be issued a fob to charge these vehicles.

In order for customers to use the EV charging stations: they will park in one of the designated spaces, download the free Shell Recharge app, enter applicable credit card information and the app activates the charger. The fee breakdown above will be assessed based on the amount of time it takes to charge the vehicle. Customers will receive a message from the Shell Recharge app when the vehicle is finished charging.

Fiscal Implications

Any changes to the fee schedule outside of the annual budget process must be approved by City Council. The proposed additions are included in the fee schedule on page 4.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve the addition of EV Charging Station fees to the City-Wide Fee Schedule (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. FY 24 Revised Fee Schedule



Adopted Fiscal Year 2024 Fee Schedule

Adopted June 26, 2023

Revised: March 25, 2023

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Admin

Public Records

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

Legal Notices

Fee

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

HR

Employee Notices

Fee

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

Police

Police Permits and Services

Fee

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

Transportation

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

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

Grace Period: 30 minutes

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

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

Daily Rate: Starts after 5 hours: \$25

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

“Pass back” Penalty: \$100

Electric Vehicle (EV) Parking

- Fee for power- \$0.10/kWh (per kilowatt-hour).
- Fee for parking - grace period of 30 minutes after the vehicle has fully charged. There is a charge of \$2 for the first hour, after the time expires, a max charge of \$10.
- Transaction Fees - are transferred to the driver at \$0.50 + 5% of the total transaction. (This is a fee paid by the driver, not one that the City won't have to recover).

Planning and Zoning

	<u>Fee</u>
Zoning Map Amendment: <i>*plus applicable Legal Ad & Mailed notification fees</i>	\$500.00
Conditional Zoning Map Amendment: <i>*plus applicable Legal Ad & Mailed notification fees</i>	\$600.00
KDO Text Amendment:	\$400.00
Special Use Permit: <i>*plus applicable Mailed notification fees</i>	\$600.00
Variance, Appeal, Nonconformity Adjustment: <i>*plus applicable Mailed notification fees</i>	\$300.00
Mailed Notification Fees:	
1-20:	\$25.00
21-50:	\$75.00
50-100:	\$175.00
Over 100:	\$300.00
Grading Permit (<i>without Site Plan</i>): <i>*plus \$25 per additional acre</i>	\$50.00
Driveway Permit:	\$25.00
Zoning Clearance Permit (Fees are for each item separately, even if combined in a single zoning clearance permit application)	
Residential 1F:	\$25.00
Residential 2F:	\$25.00
Multi-family (<i>5 units or less</i>):	\$250.00
Multi-family (<i>more than 5 units & whichever is greater</i>):	\$300.00 or \$.04/SF
Accessory (<i>Residential and Non-Residential</i>)	\$25.00
Non-Residential	\$30.00
Temporary Use	\$50.00
Temporary Construction Trailer	\$50.00
Home Occupation	\$50.00
Signs	\$40.00
Certification Letter	\$25.00
<i>*Zoning, Watershed, Floodplain, demo permits, etc.</i>	
Change of Use permits:	\$30.00
Site Plan Review (Multi-family Residential & Non-Residential): <i>*plus \$100 per additional acre</i>	\$200.00
Subdivision Fees	
Plat Exception:	No Charge
Minor Subdivision Plat Review:	\$50.00

Minor Subdivision Plat Revision:	\$40.00
Preliminary Major Subdivision Plat Review	\$400.00 (<i>plus \$30 per lot</i>)
Preliminary Major Subdivision Revision	\$50.00 (<i>Minor Amendment</i>)
Final Subdivision Plat Review	\$200.00
Final Subdivision Plat Revision	\$40.00

PUBLICATION FEES.

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

** All fees established are due and payable at the time of product delivery or upon initial submittal of any item or items to be reviewed, processed or approved. All fees are non-refundable with the following exception: 75% of processing and notification fees for map amendments listed in Part 1 of this ordinance may be refunded if an application is withdrawn within seven (7) days following a pre-hearing neighborhood meeting.

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

Fire

REQUIRED CERTIFICATE OF COMPLIANCE

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

(1) For multi-tenant building, fees are per tenant.

(2) For multiple building owned by the same owner(s), fees are per building as defined by the NC Building Code, Vol. 1.

- (3) Individuals or companies that have not secured permits or Certificates of Compliance prior to beginning work or occupying the structure shall be charged double the listed amount.
- (4) Re-inspections of the sprinkler system, fire alarm system, or building for Certificate of Compliance will result in an additional fee per inspection.

REQUIRED CONSTRUCTION PERMITS

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

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

Any structure over 70,000 SF x .002 + \$150 **

(DOES NOT INCLUDE HOOD SYSTEM/ANSUL)

REQUIRED OPERATION PERMITS

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

REQUIRED OTHER CHARGES/FEES

	<u>Fee</u>
Environmental Site Assessment Research	\$25.00 per hour (<i>one hour minimum</i>)
Fire Flow request/Special Request (fee per hydrant)	\$150.00/hydrant
Stand-by firefighters	\$20.00/hr per firefighter
<i>* when required by fire official or requested by occupant</i>	
After Hours Inspection – Special Request	\$35.00/hr (<i>minimum of 2 hours</i>)
After Hour Plan Review – Special Request	\$150.00/submittal

Other inspections by request	\$100.00
Knox/Lock Box Maintenance (Found with incorrect key)	\$100.00
Re-inspections (third visit or additional inspections)	\$50.00
State License Inspection Fee (ABC, State Bar, etc.)	\$100.00
Daycare & Nursing Home License Inspection Fee	\$ 75.00
Group Home License Inspection Fee (annually)	\$75.00
Foster License Inspection Fee (annually)	\$20.00 (<i>second visit \$50.00</i>)
Fire Incident Report Copy(s)	\$1.00 (<i>per report</i>)
Fire Extinguisher Recharge use for class	Current Market Rate per Ext.
Fire Extinguisher Program (Training Class)	\$ 50.00/On-site (Fire Station/City Hall)
Fire Extinguisher Program (Training Class)	\$75.00/Off-site at Requested Business

ANNUAL FIRE INSPECTION PROGRAM

	<u>Fee</u>
First Inspection (initial)	\$0.00
Second Visit Re-inspection	\$0.00
Third Visit Re-inspection	\$50.00
Fourth Visit Re-inspection	\$100.00

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

HAZARDOUS MATERIALS FEES:

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

STAND-BY PERSONNEL/EQUIPMENT

	<u>Fee(work hrs.)</u>	<u>Fee(Overtime)</u>
Ladder/Hazmat	\$125.00	\$95.00
Engine/Tanker	\$95.00	
Crash Truck/ Heavy Rescue	\$95.00	
Rescue Units	\$95.00	
Mobile Command Unit/Bus	\$30.00	
USAR	\$28.00	
Light Vehicles (Cars/Pick-ups)	\$17.00	\$27.00

Trailers	\$10.25	
Mules/ATV	\$8.00	
Assistant Chief/Division Chief	\$35.87	\$53.81
Battalion Chief	\$23.39	\$35.08
Fire Captain	\$21.21	\$31.82
Engineer	\$17.45	\$26.18
Firefighter	\$15.07	\$22.61
Risk Reduction Personnel	\$25.49	\$38.24

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

HAZMAT SUPPLIES

Item	Rate
Level “A” (enclosed, splash, and vapor protection)	
Large-XLarge	1775.00
2XLarge	1975.00
Level “A” Suits (Flash protection)	
Large – Xlarge	2495.00
XXLarge	2695.00
Level B Suits (Splash protection)	
S- XLarge	170.50
2XL to 4XL	207.00
Tyvek Disposable Coveralls	17.00
Butyl Gloves	76.25 pair
Silver Shield Gloves	10.95 pair
Nitrile Gloves	5.30 pair
Rain fair Latex Nuke Boots (yellow over boots)	6.00 pair
Chem-Tape (for sealing gaps in suits at sleeve, ankle, hood and storm flap)	42.00
Pipettes	1.00 ea
Boom 8 x 10	72.64
Boom 3 x 10	10.77
Boom 3 x 4	6.40
Absorbent	15.00/bag
Absorbent pads 17”x19” (Universal, oil only and Haz-Mat)	.75 ea
Absorbent Pillows 16”	5.07 each
Absorbent Padding Roll (Universal) 30”x150’	105.00 roll
Pail of Acid Neutralizer 40 lb.	132.95
Pail of Base Neutralizer 40 lb.	360.00
Soda Ash 50lb. bag	45.25
55 gallon drums	99.00
Overpack Drum	189.00
20 gallon containment Pool	82.00
66 gallon containment Pool	120.00
100 gallon containment Pool	193.95
150 gallon containment Pool	206.95
Drain seal/inlet guard	78.40
3’x2’ Magnet Drain Cover	95.60

Item	Rate
2'x2' Magnet Drain Cover	63.80
Large Wooden Cone Plug	10.00
Small Wooden Cone Plug	5.00
Plug N Dike	28.00
Flow Stop Football	88.00
Flow Stop Golfball	46.00
Foam Class B (Thuderstorm)	37.00/gallon
Foam Class A	12.75/gallon
Drager CMS Chips	
Acetic Acid 2 -50 ppm	77.95
Acetone 40-600 ppm	81.25
Ammonia 2-50 ppm	55.31
Ammonia 10-150 ppm	55.31
Benzene 10-250 ppm	147.91
Benzene 0.2-10 ppm	144.65
Carbon Dioxide 200-3000ppm	55.52
Carbon Dioxide 1000-25000ppm	55.52
Carbon Monoxide 5-150ppm	53.70
Chlorine 0.2-10 ppm	55.31
Formaldehyde 0.2-5 ppm	75.85
Hydrochloric Acid 1-25 ppm	70.17
Hydrogen Peroxide .2-2 ppm	79.49
Hydrogen Sulfide 2-50 ppm	55.31
Methanol 20-500 ppm	89.20
Nitrogen Dioxide .5-25 ppm	55.24
Nitrous Fumes (NO + NO2) 0.5-15ppm	53.70
Perchloroetheylene 5-500 ppm	64.74
Petroleum Hydrocarbons 100 – 3000ppm	78.53
Petroleum Hydrocarbons 20-500ppm	79.42
Phosgene .05-2.0ppm	89.20
Phosphine 1-25 ppm	66.91
Sulfur Dioxide 0.4-10 ppm	55.24
Trichloroethylene 5 – 100 ppm	64.00
Vinyl Chloride 0.3-10 ppm	70.87
Drager and GasTec Detector Tubes	
Acetaldehyde 100-1000ppm	66.71
Acetic Acid 5-80ppm	62.81
Ammonia 5-700ppm	55.75
Carbon Dioxide 0.5-20% Vol	88.30
Chlorine 0.3 – 5ppm	66.03
Chlorine 50-500ppm	63.97
Chlorobenzene 5-200ppm	63.97
Clan Lab Simultaneous Test Set	75.92

Item	Rate
Cyanogen Chloride .25-5ppm	85.03
Haz-Mat Simultaneous Test Set 1 (inorganic)	127.16
Haz-Mat Simultaneous Test Set 2 (inorganic)	127.16
Haz-Mat Simultaneous Test Set 3 (organic)	127.16
Hydrocyanic Acid 2-150ppm	58.26
Hydrogen Cyanide 0.36-120 ppm	78.51
Hydrogen Flouride .5-90ppm	67.44
Nitrogen Dioxide 0.1-30ppm	80.12
Nitrogen Dioxide 0.5-125 ppm	52.97
Organic Arsenic Qualitative	80.26
Organic Basic Nitrogen Comp 1mg/ m3	85.73
Phenol 0.4-187 ppm	80.97
Phosphoric Acids Esters Up to .05ppm	104.94
Thioether 1mg/ m3	86.08
Vinyl Chloride 0.25-54 ppm	80.26
Decon Pools/Burms	360.00 ea
Chemical Classifiers Strips	10.00 ea
PH Papers	10.00 roll
Chemical Agent Detection Paper/Tape	50.00 ea
35 gallon trash can	30.00
Drum Sampler Tube	7.00 ea
Decon Solution	88.00/gallon
Tarp	57.00 ea
Mercury Spill Kit	24.00 ea
1 lb of 8p nails	3.47
1 lb of 16p nails	4.20
1 lb of 3" deck screws	9.94
4' x 8' 7/16" OSB Sheathing	7.25
4" x 6" x 12' Lumber	22.00
4" x 4" x 16' Lumber	21.00
2" x 4" x 16' Lumber	7.00

Parks

VILLAGE PARK SHELTERS

	<u>½ Day Rental</u>	<u>Full Day Rental</u>
Shelter A		
Resident	\$25	\$40
Non-Resident	\$32	\$55
Shelter B		
Resident	\$45	\$80
Non-Resident	\$55	\$100
Shelter C		

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

Descriptions of Shelter Areas:

Village Park Shelter A – use by reservation only

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

Village Park Shelter B – use by reservation only

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

Village Park Shelter C – use by reservation only

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

Village Park Shelter D – use by reservation only

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

Village Park Shelter E – use by reservation only

Shelter E holds approximately 24 people and has 4 picnic tables. Shelter E offers power receptacles and a grill. This shelter is located adjacent to the playground and close to the splash pad, carousel and train. Cost for a resident to reserve Shelter E is \$25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm)

is \$40. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

BAKERS CREEK PARK SHELTERS

	<u>½ Day Rental</u>	<u>Full Day Rental</u>
Shelters 1, 2 &3		
Resident	\$40	\$65
Non-Resident	\$47	\$72
Shelter 4		
Resident	\$25	\$45
Non-Resident	\$32	\$52
Shelter (930 West 8 th Street)	\$50	
<i>Individual Picnic Sites:</i>		
Site A (3 tables, 1 grill, seats 20 - 24)	\$15	\$30
	<u>½ Day Rental</u>	<u>Full Day Rental</u>
Site B (2 tables, 1 grill, seats 12 - 15)	\$10	\$20
Site C (2 tables, 1 grill, seats 12 - 15)	\$10	\$20
Site D (1 table, 1 grill, seats 8-10)	\$5	\$10

Descriptions of Shelter Areas:

Bakers Creek Park Large Picnic Shelters – use by reservation only

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

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

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

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

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

OTHER FEES

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

HOURS

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

VILLAGE PARK AMPHITHEATER

Refundable Security Deposit: \$500

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

EXTRA FEES

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

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

SPLASH PAD

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

TRAIN

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

CAROUSEL

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

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

CAROUSEL/TRAIN PHOTO SHOOTS

\$30/hr. (1 hour minimum)

**Only permitted during non-operational hours for both*

**No earlier than 8 am and not later than 9 pm*

FAST PASS

\$5.00

SENIOR TRIPS

Variable

YOUTH ATHLETICS

\$40 Residential

\$60 Non- Residential

GYM RENTALS (KMS city schools)

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

CEMETERY FEES

- Transfer of burial rights within a family: \$25.00

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

GEM THEATRE

Movie Tickets:	Before 6pm: \$4.00 (<i>all tickets</i>) After 6pm: Children and Seniors: \$4.00, Adults: \$5.00
Photo Shoots inside theatre	\$30/hr. (1 hour minimum) <i>*Only permitted during non-operational hours</i> <i>*No earlier than 8 am and not later than 6 pm (M-F only)</i>
Special Event Room:	Business Hours: \$40.00 per hour Evenings and Weekends: \$50.00 per hour Refundable Security Deposit: \$250-\$500
Special Events for whole theater: <i>Example: Graduation ceremony/private non-movie event (prior to show times)</i>	\$1,000 minimum <i>includes 5 hours; each additional hour \$200.00</i>
Special Events for whole theater: <i>Example: Private event during a normal show time</i>	\$3,000 minimum <i>includes 5 hours; each additional hour \$200.00</i>
Theater for special movie showings (outside normal hours):	\$240 minimum (\$4.00 per person afterwards) + <i>applicable licensing fees</i>
School Groups for special movie showing:	\$200 minimum (\$2.00 per person afterwards) + <i>applicable licensing fees</i> Group Rate Concessions: \$1.50 small drink \$1.50 small popcorn
Special Message on the Marquee:	\$50.00 (<i>3 hours for one side</i>)
Birthday Party Packages	\$200.00 includes: • Admission, small popcorn, and medium drinks for 15 guests for the current movie showing at one of the already scheduled movie times. • One hour of use of the party room either before or after the movie. • Use of our fountain drink machine in the party room during that time. • Each additional guest is \$7.75 after the first fifteen.

	Parents/Chaperones ratio must be 1:10 for anyone under the age of 18.
Bulk Ticket Pricing: (<i>valid during any showtime</i>)	\$3.50 per child/senior ticket (25 tickets or more) \$4.50 per adult ticket (25 tickets or more)

SWANEE THEATRE

- Rental per hour fee: \$500/hour (all inclusive; tables, chairs, linens) ***
- Prime Time Rental Friday & Saturday per hour pricing: \$800/hour for a minimum of 8 hours ***
 - Sound staff *required*: \$50/hour
 - Bartending staff: \$20/hour (required if bar service is requested)
 - Event staff: \$15/hour (required if room set-up changes during event; i.e. flipping the room during an event)
- Upstairs Meeting Room: \$200/flat rate
- Green Room: \$200/flat rate
- Kitchen: \$100/flat rate
- Use of Outside Catering Company: \$100/flat rate ((other than preferred catering list; must provide health department and insurance information)
- Marquee price: \$50 for 3 hours

*** Deposits/minimum required hours: \$250 for professional events; \$500 for social events; \$150 alcohol fee; 4 hours min for social, 2 hours min for business event except Friday and Saturdays.

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

Fields available for reservations:			
	Fence distance Field size	Base distance options	Pitching distance options
Bakers Creek Park softball field (1 available)	285 ft	65'	50'
Safrit Park softball fields (2 available) 1415 Bethpage Road	300 ft	60', 65', or 90'	46' or 54'
Safrit Park soccer field (1 available) 1415 Bethpage Road	225 x 360	N/A	N/A

Kannapolis Middle School (baseball field) 1445 Oakwood Avenue	305 ft	90'	mound
Kannapolis Middle School (softball field) 1445 Oakwood Avenue	225 ft	65'	
Kannapolis Middle School (football & soccer field) 1445 Oakwood Avenue			

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

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

Tournament Cancellations:

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

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

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

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

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

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

Special Event Fees

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

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

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

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

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

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

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

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

Neighborhood Block Parties: \$50

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

Water and Sewer Fees

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

Private Water Systems (more than one user):

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

Commercial Water Service

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

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

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

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

Private Sewer Systems (more than one user):

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

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

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

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

Fire Line Service Tap:

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

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

Water meter Size

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

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

(Note A)

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

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

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

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

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

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

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

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

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

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

Tap on of New Sewer Line to Existing:

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

Water meter Size

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

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

(Note B)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WATER & SEWER SYSTEM
ADMINISTRATIVE FEES**

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

**WATER & SEWER SYSTEM
ADMINISTRATIVE FEES**

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

MUNICIPAL WATER AND SEWER RATES

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

WATER AND SEWER SERVICE RELOCATION AND DAMAGE

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

Environmental

Residential Environmental Fees (per occupied dwelling)

Fee

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

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

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

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

Stormwater

STORMWATER RATE TIER SCHEDULE

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

Event Space Rentals

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

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

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

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

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

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

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

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

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

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

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

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

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

Private Use Zones

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

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

NOTES:

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

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



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Gary Mills, Parks & Recreation Director
Subject: **ORDINANCE** - Amending the Downtown Social District Map to include Parklets on Main Street

Action Requested by City Council

Motion to adopt an Ordinance amending the Social District map to include parklets on Main Street

Required Votes to Pass Required Action

Requires 2/3's vote or 5 votes

Background

Per state requirements, a map showing the boundaries of our downtown social district is necessary. With the addition of the parklets on Main Street and the desire to include those as part of the social district, a new map is required. Attached is the new map (Exhibit B) a description of the social district (Exhibit A) and the related Ordinance that facilitates the inclusion of the parklets on Main Street. No other boundaries have been changed.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve an Ordinance amending the Social District Map to include the parklets on Main Street. (Recommended)**
2. Take no action.
3. Table the matter to a future meeting.

Attachments

1. Ordinance Adopting Amended West Avenue Social District
2. West Ave Social District Amendment - Exhibit A
3. Social District Exhibit B

ORDINANCE

BE IT ORDAINED by the City Council of the City of Kannapolis that Chapter 12, “Parks and Recreation” is hereby amended as follows:

1. “Sec 12-72. Social Districts.

The City hereby creates and designates the following amended West Avenue Social District:

- (1) West Avenue Social District is amended as designated in the area described on Exhibit A attached to this Ordinance. The West Avenue District, as amended, is shown on the rendering attached to this Ordinance as Exhibit B.”

2. This Ordinance amendment is effective from and after its adoption.

Adopted this 25th day of March, 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

Exhibit A

Using the road edge side of the southern sidewalk of Laureate Way as the external boundary line, start at the southwest corner of the intersection of Laureate and Main. From this corner heading west the boundary only covers the sidewalk until reaching the northeast corner of 101 West Ave.

Following the southern curb of Laureate Way, continue west, substituting the crosswalk for the sidewalk boundary while crossing West Ave. Continue west until arriving at the sidewalk to the right outfield entrance of the stadium. Turn southward and follow the eastern edge of the sidewalk south to the outside of the fence around the stadium. Follow the stadium fence east and then southeast and then south, crossing the WA St. sidewalk entrance to the stadium. Continue following the stadium fence south then turning southwest and then west until turning south again. Continue south along the eastern edge of the sidewalk, keeping the sidewalk outside of the boundary line, until reaching the corner where the grass ends, and the northern side of the Cannon Baller Way sidewalk begins. Go west along the northern edge of the Cannon Baller Way sidewalk, keeping the sidewalk inside of the boundary line, until reaching the western side of the crosswalk that crosses Cannon Baller Way to the southwest intersection corner of Cannon Baller Way and Oak Ave. The boundary follows the western side of the crosswalk in a southwestern direction to the northeastern corner of the building at 200 Oak Ave. The boundary then continues southwest down the western sidewalk of Oak Ave. (hugging the facade of the buildings fronting the west side of Oak Ave.) until reaching Vance St. The boundary then moves along the northern curb of Vance St. moving southeast, once again using the crosswalk in place of sidewalk for boundary while crossing Oak Ave. and coming to a stop at the rear or southwest most corner of 248 West Ave. The boundary will then exclude this building by following the rear of the building in a northeast direction until reaching the northwest corner of the building where the boundary will make a sharp turn to move southeast until reaching the northeast corner, at which it will turn southwest until returning to the Vance Ave. northern curb. Again, head southeast, again substituting the crosswalk for sidewalk as the boundary line crosses over West Ave, until reaching the southwest most corner of 210 S Main St. The boundary line will move northeast alongside the facade of 210 S Main St. facing West Ave. until reaching the northwest corner where it will turn to the southeast and continue along the northern facade of 210 S Main St until reaching the northeast corner. The boundary line, moving northward, will cross the public walkway that connects Main St. to West Ave. and stop at the southeast corner of 200 S Main St. The boundary line will follow the southern facades of 200 S Main St. and then 211 West Ave. northwest until reaching the southwest corner of 211 West Ave. Then the boundary line will turn northward and hug the building facades that front West Ave until reaching the Northwest corner of 201 West Ave. where it will turn southeast still following close to the northern side of the building and of 200 S Main St. until reaching the western most curb of S. Main St. heading north until reaching the southeast most corner of 128 S Main St., then north along the South Main St. curb 17.36 feet to a point, the boundary will then move eastward for a distance of 8 feet to a point in the right of way for South Main St., then turning northward in a straight line east of and parallel with the South Main St. curb for a distance of 256 feet, then turning west 8 feet to intersect with the South Main St. curb and the existing West Avenue District line, then northward with the existing West Avenue District line 58 feet to the Starting Point. There also exists exclusions to the inside of the boundary described as follows:

There is an exclusion of buildings from the southwest most building corner of 119 West Ave. to the northwest most corner of 101 West Ave. to the northeast most corner of 100 S. Main St. to the southeast most corner of 128 S. Main St. back to the starting southwest most corner of 119 West Ave.

There is a second exclusion of buildings from the southwest most building corner of 147 West Ave. to the northwest most corner of 131 West Ave. to the northeast most corner of 109 W. A St. then going southward to the southeast corner of the same building and then moving northwest to the southwest corner again of the same building. Then, still moving northwest, cross an unnamed alley to the eastern facing wall of 120 Cannon Baller Way. Move south along the wall to the southeast corner of 120 Cannon Baller Way and then turn towards northwest and continue until reaching the northeast corner of 141 West Ave. Then move southward towards the southeast most corner of 147 West Ave. and then move westward back to the starting southwest most corner of the same building.

The third exclusion is 200 West Ave. including the rear which was formerly 201 Oak Ave and 203 Oak Ave. This exclusion is from the southwest most building corner of 203 Oak Ave. to the northwest most corner of 201 Oak Ave. to the northeast most corner of 200 West Ave. to the southeast most corner of 200 West Ave. and back to the starting southwest most corner of 203 Oak Ave.

The Last Exclusion is 216 West Ave. and is from the southwest most building corner of 216 West Ave. to the northwest most corner of 216 West Ave. to the northeast most corner of 216 West Ave. to the southeast most corner of 216 West Ave. and back to the starting southwest most corner of 216 West Ave.

Kannapolis Social District

Exhibit B





Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
Subject: **ORDINANCE** - Amending Schedule 8 (Speed Limits) of the Traffic Control Schedule

Action Requested by City Council

Resolution for Acceptance of Updated Schedule 8 (Speed Limits) to Ordinance

Required Votes to Pass Required Action

Requires 2/3's vote or 5 votes

Background

Schedule 8 lists streets that are to be posted at a different speed than that of the standard City of Kannapolis speed limit of 35 MPH. The accepted schedule is provided and used by the Kannapolis Police Department to enforce the legal speed limit. The presented Schedule 8 has 2 changes and 20 additions. This is a periodic update. The 2 changes in speed limit are Chamar Circle and Main St. Chamar Circle is a street that has intersections with Trinity Church Road at both ends of the street. The speed limit change for Main Street from 30 MPH to 20 MPH will improve safety along this portion of Main Street from Loop Road to Dale Earnhardt Boulevard due to changes in development patterns, increased pedestrian activity and the installation of parklets across from the Train Station/Main Street parking lot. The 20 additions are streets that have recently been developed and need to be added to the traffic control schedule.

Fiscal Implications

None

Policy Issues

Section 10 :21 Speed Limit on Particular Streets, b) Speed limits set forth in Section 8; the manager shall install appropriate traffic-control devices to indicate the established speed limit.

Legal Issues

The accepted schedule is provided and used by the Kannapolis Police Department to enforce the legal speed limit.

Recommendations and Alternate Courses of Action

- 1. Motion to approve an Ordinance amending Schedule 8 (Speed Limits) of the Traffic Control Schedule (Recommended)**
2. Take no action.
3. Table the matter to a future meeting.

Attachments

1. 2024 03-25 Ordinance - Schedule 8 MPH speed limit modification
2. Main Street changed to 20 MPH
3. Charmar Circle Change to 25 MPH
4. Schedule 8 Speed Limit with Updates Feb 2024

ORDINANCE

BE IT ORDAINED that Section 10-121 of the Code of the City of Kannapolis is hereby amended by modifying Schedule 8 of the Traffic Control Schedule as follows:

Speed Limit

Rescind the Following Speed Limits

30	Main Street SR 1008, Between North Loop Road/ Jackson Park Road to Deal Earnhardt Boulevard
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35	Charmar Circle, entire street
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Speed Limit

Declare the Following Speed Limits

20	<u>Speed Limit Changed</u> Main Street SR 1008 Between North Loop Road/ Jackson Park Road to Deal Earnhardt Boulevard
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25	Charmar Circle, entire street, Whispering Woods
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Speed Limits Added

25	Copper Creek Tail, Trinity Woods
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25	Chisholm Trail , Trinity Woods
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25	Granbury Drive, Cherry Grove
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25	Shiner Lane, Cherry Grove
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25	Adair Woods Drive, Adair Woods
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25	Tuff Lane, Adair Woods
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25	Claystone Drive, Adair Woods
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25	Zettie Avenue, Elizabeth Oaks
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25	Bailey Circle, Georgetown Crossing
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25	Shidler Lane , Georgetown Crossing
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25	Worrell Way, Georgetown Crossing
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25	Fallen Acorn Lane, Childers Park
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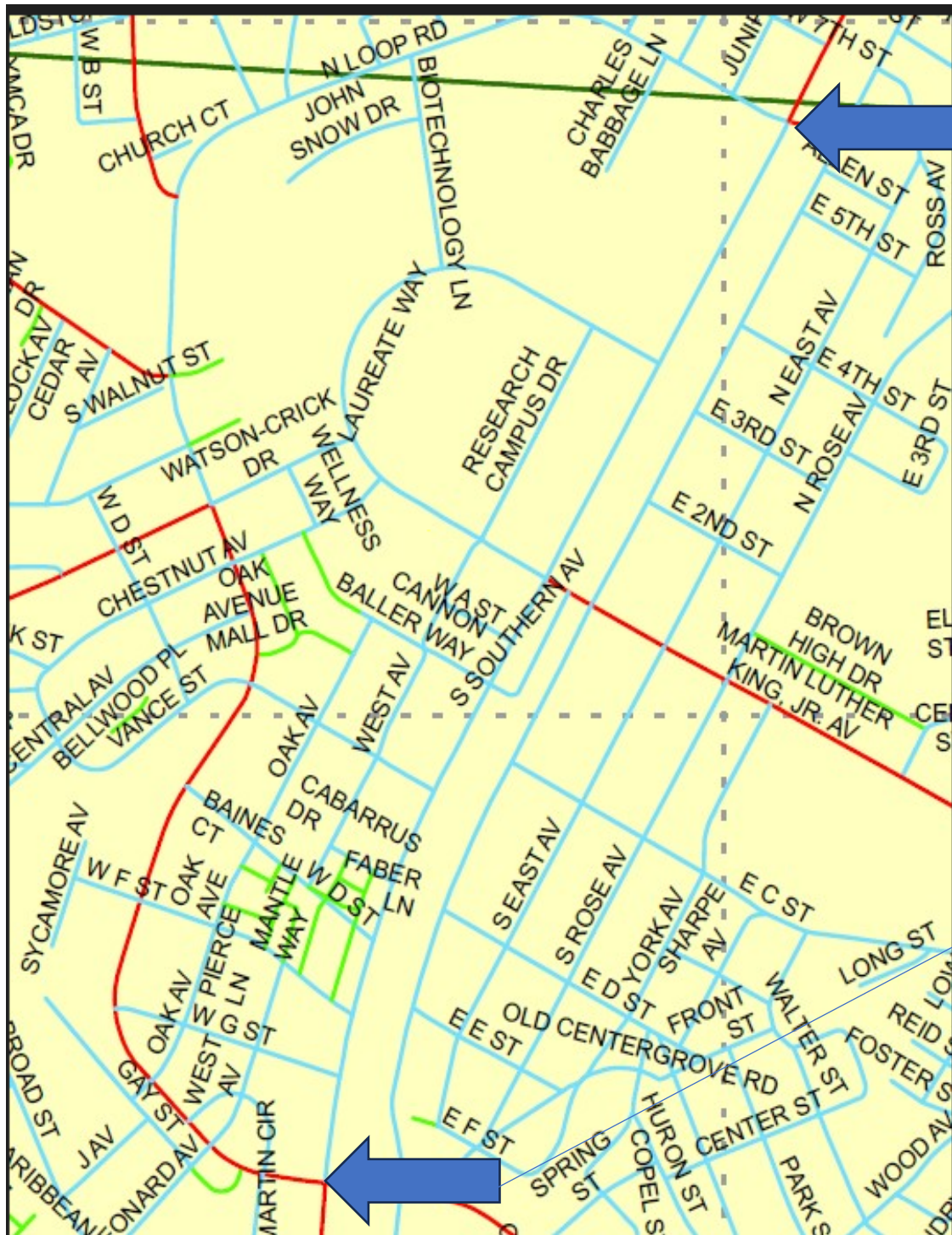
25	Parkette Street, Childers Park
25	Organ Pipe Drive, Concord Lake Townhomes
25	Oak Crest Drive, Concord Lake Townhomes
25	Senita Lane, Concord Lake Townhomes
25	Eagle Claw Drive, Concord Lake Townhomes
25	Claret Cup Drive, Concord Lake Townhomes
25	Mountain Ball Lane, Concord Townhomes
25	Prickly Pear Drive, Concord Townhomes

Adopted this 25th day of March 2024.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

Main Street Speed Limit Change From 30 to 20 MPH



Section of
Main Street
speed limit
to be
changed to
20 MPH

**From North
Loop Road
to Dale
Earnhardt
Boulevard**

Chamar Circle Speed Limit Change From 35 to 25 MPH



**Chamar
Circle (entire
street) speed
limit to be
changed to
25 MPH**

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Bernard Street		Allyton Heights
25 MPH	Holland Street		Allyton Heights
25 MPH	Ansley Court		Autumn Chase
25 MPH	Applegate Drive		Autumn Chase
25 MPH	Ashford Drive		Autumn Chase
25 MPH	Barfield Street		Autumn Chase
25 MPH	Leafmore Street		Autumn Chase
25 MPH	Peppertree Lane		Autumn Chase
25 MPH	Sutters Drive		Autumn Chase
25 MPH	Westminister Drive		Autumn Chase
25 MPH	Barbara Ann Circle		Brantley Creek
25 MPH	Shepard Street		Brantley Creek
25 MPH	Tammy Court		Brantley Creek
25 MPH	Harmon Place		Brantley Woods
25 MPH	Carver Street		Carver
25 MPH	East "C" Street	from Lowe Avenue to James Street	Carver
25 MPH	Foster Street		Carver
25 MPH	James Street		Carver
25 MPH	Johndy Avenue		Carver
25 MPH	Lowe Avenue		Carver
25 MPH	Reid Street		Carver
25 MPH	Smith Street		Carver
25 MPH	South Harding Avenue		Carver
25 MPH	Wilson Street		Carver
25 MPH	Berkhamstead Circle		Castlebrooke
25 MPH	Carisbrooke Crossing		Castlebrooke
25 MPH	Castlebrooke Drive		Castlebrooke
25 MPH	Cheverny Place		Castlebrooke
25 MPH	Dublin Court		Castlebrooke
25 MPH	Helmsley Court		Castlebrooke
25 MPH	Childers Avenue		Childers Park
25 MPH	Backwater Street		Childers Park
25 MPH	Evening Trail		Childers Park
25 MPH	Old Rivers Road		Childers Park

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Forest Park Drive		Forest Park
25 MPH	Breden Street		Kellswater Bridge
25 MPH	Coleraine Avenue		Kellswater Bridge
25 MPH	County Down Avenue		Kellswater Bridge
25 MPH	Crellman Way		Kellswater Bridge
25 MPH	Donegal Drive		Kellswater Bridge
25 MPH	Dungannon Way		Kellswater Bridge
25 MPH	Durneigh Drive		Kellswater Bridge
25 MPH	Keady Mill Loop		Kellswater Bridge
25 MPH	Kellswater Bridge Boulevard		Kellswater Bridge
25 MPH	Kelsey Plaza		Kellswater Bridge
25 MPH	Laymore Lane		Kellswater Bridge
25 MPH	Lock Erne Avenue		Kellswater Bridge
25 MPH	Trostan Turn		Kellswater Bridge
25 MPH	Winbeck Turn		Kellswater Bridge
25 MPH	Isenhour Road	from Rogers Lake Road to Woodgreen Avenue	Kellswater Bridge
25 MPH	Tully Avenue		Kellswater Bridge
25 MPH	Longmore Lane		Kellswater Bridge
25 MPH	Brailey Circle		Kellswater Bridge
25 MPH	Worley Way		Kellswater Bridge
25 MPH	Shider Lane		Kellswater Bridge
25 MPH	Glenview Avenue		Kellswater Bridge
25 MPH	Larne Street		Kellswater Bridge
25 MPH	Crossbane Street		Kellswater Bridge
25 MPH	Woodgreen Avenue		Kellswater Bridge
25 MPH	Crosshill Street		Kellswater Bridge
25 MPH	Burning Lantern Lane		Lantern Green
25 MPH	Candlewyck Court		Lantern Green
25 MPH	Coach House Lane		Lantern Green
25 MPH	Heather Glen Road		Lantern Green
25 MPH	Ian's Turn		Lantern Green
25 MPH	J. Shreffler Court		Lantern Green
25 MPH	Lamp Post Lane		Lantern Green
25 MPH	Lamplighter Drive		Lantern Green

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Lantern Way		Lantern Green
25 MPH	Light House Lane		Lantern Green
25 MPH	Woodglen Court		Lantern Green
25 MPH	Clear Brooke Drive		Mallard Point
25 MPH	Cool Springs Court		Mallard Point
25 MPH	Gumtree Drive		Mallard Point
25 MPH	Mallard Pointe Drive		Mallard Point
25 MPH	Quill Court		Mallard Point
25 MPH	Water Ridge Avenue		Mallard Point
25 MPH	Ashmont Drive		Manchester Place
25 MPH	Chantilly Court		Manchester Place
25 MPH	Courtland Court		Manchester Place
25 MPH	Newport Drive		Manchester Place
25 MPH	Oakhurst Court		Manchester Place
25 MPH	Stonegate Court		Manchester Place
25 MPH	Athens Hill Place		Mission Hills
25 MPH	Duke Adams Street		Mission Hills
25 MPH	Mission Oak Street		Mission Hills
25 MPH	Mission Tripp Street		Mission Hills
25 MPH	Tara Elizabeth Place		Mission Hills
45 MPH	Boy Scout Camp Road	from NC 3 east to a point .13 miles prior to the end of State Maintenance	NCDOT
45 MPH	Brantley Road (SR 2000)	from China Grove Road (SR 2202) east to a point .5 miles west of Old Concord/Salisbury Road (SR 1002)	NCDOT
45 MPH	Cannon Boulevard (US 29)	from I-85 (City Limits), north 5.8 miles to East 28 th Street (City Limits)	NCDOT
45 MPH	Centergrove Road (SR 2114)	from a point .4 miles west of Midlake Avenue (SR 2198) east to a point .07 miles east of Camp Julia Road (SR 2119)	NCDOT
25 MPH	Charles E. Boger Drive	from Trinity Church Road (SR 1622) to Northwest Cabarrus Drive (SR 1828)	NCDOT
45 MPH	Dale Earnhardt Boulevard (NC 3)	from south of Vance Street to City Limits	NCDOT
45 MPH	Davidson Highway (NC 73)	from a point .54 miles east of Riding Trail Lane (SR 1529), the western Kannapolis corporate limits, east to a point .07 miles east of Trinity Church Road (SR 1622), the eastern Kannapolis corporate limits	NCDOT
25 MPH	East 1st Street (SR 1706)	from Main Street (SR 1008) east to a point .06 miles east of Main Street (SR 1008)	NCDOT
45 MPH	Jackson Park Road (SR 2000)	from .07 miles east of Main Street (SR 1008) to US 29	NCDOT

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
45 MPH	Kannapolis Parkway	from a point .6 miles north of Poplar Tent Road (SR 1394), Kannapolis corporate limits, north to Davidson Highway (NC 73); Name changed from Crisco Road to Kannapolis Parkway (7-23-07)	NCDOT
45 MPH	Main Street (SR 1008)	from a point .19 miles south of Rogers Lake Road (SR 1625) south to a point .05 miles north of Winecoff School Road (SR 1790)	NCDOT
35 MPH	Mooresville Road (NC 3)	from Loop Road to Pine Street	NCDOT
45 MPH	North Main Street	from 470 feet north of West 13th Street, north 1.6 miles to Airport Road (City Limits)	NCDOT
25 MPH	Northwest Cabarrus Drive (SR 1828)	from Trinity Church Road (SR 1622) east and north to Kannapolis Parkway	NCDOT
45 MPH	Oakwood Avenue (SR 1745)	from Rogers Lake Road to Orphanage Road	NCDOT
45 MPH	Orphanage Road (SR 1778)	from a point .3 miles east of Grandhaven Lane (SR 1829) east to Winecoff School Road (SR 1790)	NCDOT
45 MPH	Trinity Church Road (SR 1622)	from Barr Road (SR 1621), western Kannapolis corporate limits, to a point .2 miles east of Kannapolis Parkway	NCDOT
45 MPH	Trinity Church Road (SR 1622)	from a point .2 miles east of Kannapolis Parkway east to a point .01 miles east of Orphanage Road (SR 1778)	NCDOT
45 MPH	West "A" Street (SR 1100)	from .4 miles north of Enochville Road (SR 1104) north to the Kannapolis corporate limits, approximately .22 miles south of Airport Road (SR 1182)	NCDOT
45 MPH	West "C" Street	from Franklin Street, west .5 miles to City Limits	NCDOT
20 MPH	Biotechnology Lane	from North Loop Road to Laureate Way	NCRC-Downtown-West Ave Park
20 MPH	Cabarrus Drive	from West Avenue to South Main Street	NCRC-Downtown-West Ave Park
20 MPH	Cannon Baller Way	from Chestnut Avenue to South Main Street	NCRC-Downtown-West Ave Park
20 MPH	Charles Babbage Lane	from North Loop Road to end	NCRC-Downtown-West Ave Park
20 MPH	Chestnut Avenue	from Dale Earnhardt Boulevard to Laureate Way	NCRC-Downtown-West Ave Park
20 MPH	John Snow Drive	from Biotechnology Lane to end	NCRC-Downtown-West Ave Park
20 MPH	Laureate Way	from Main Street to North Main Street	NCRC-Downtown-West Ave Park
20 MPH	Oak Avenue	from Cannon Baller Way to West "D" Street	NCRC-Downtown-West Ave Park
20 MPH	Research Campus Drive	from Laureate Way to Laureate Way	NCRC-Downtown-West Ave Park
20 MPH	Vance Street	from Dale Earnhardt Boulevard to South Main Street	NCRC-Downtown-West Ave Park
20 MPH	Watson-Crick Drive	from Dale Earnhardt Boulevard to Laureate Way	NCRC-Downtown-West Ave Park
20 MPH	Wellness Way	from Watson-Crick Drive to Chestnut Avenue	NCRC-Downtown-West Ave Park
20 MPH	West "A" Street	from South Main Street to West Avenue	NCRC-Downtown-West Ave Park
20 MPH	West "D" Street	from Dale Earnhardt Boulevard to West Ave	NCRC-Downtown-West Ave Park
20 MPH	West Avenue	from Laureate Way to West "D" Street	NCRC-Downtown-West Ave Park
25 MPH	Isaac Street		Pelham Pointe

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Laurens Drive		Pelham Pointe
25 MPH	Shanaclear Avenue		Pelham Pointe
25 MPH	Professional Park Drive		Redwood
25 MPH	Mahogany Oak Avenue		Redwood
25 MPH	Milestone Avenue		Redwood
25 MPH	Matthew Allen Circle		Settlers Ridge
25 MPH	Settlers Ridge Road		Settlers Ridge
25 MPH	Tygress Drive		Settlers Ridge
25 MPH	Bennett Drive		Shiloh Village
25 MPH	Bivins Street		Shiloh Village
25 MPH	Clark Street		Shiloh Village
25 MPH	Summers Walk Boulevard	All within City Limits	Shiloh Village
25 MPH	Haley Circle		Shiloh Village
25 MPH	Marion Court		Shiloh Village
25 MPH	Academy Street	from West A Street to Alta Way	The Falls
25 MPH	Alta Way		The Falls
25 MPH	Spencer Lane		The Falls
25 MPH	Falls Lane		The Falls
25 MPH	Nunnery Lane		The Falls
25 MPH	Fraternity Row		The Falls
25 MPH	Beaker Lane		The Falls
25 MPH	Copes Court		The Falls
25 MPH	Angler Court		The Farm
25 MPH	Bitterroot Place		The Farm
25 MPH	Brackhill Street		The Farm
25 MPH	Catherine Creek Place		The Farm
25 MPH	Flyreel Place		The Farm
25 MPH	Fowl Feather Drive		The Farm
25 MPH	Hat Creek Lane		The Farm
25 MPH	Kingsview Drive		The Farm
25 MPH	Linetender Drive		The Farm
25 MPH	Market View Drive		The Farm
25 MPH	Merchant Lane		The Farm
25 MPH	Peddlers Court		The Farm

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Sand River Court		The Farm
25 MPH	Store House Court		The Farm
25 MPH	Streamside Drive		The Farm
25 MPH	Tailwater Street		The Farm
25 MPH	Traders Court		The Farm
25 MPH	Trout Creek Place		The Farm
25 MPH	Trinity Crossing Circle		Trinity Crossing
25 MPH	Rosalyn Drive		Trinity Crossing
25 MPH	Courtney Creek Drive		Trinity Crossing
25 MPH	Shookstown Drive		Trinity Crossing
25 MPH	Hunter Oak Drive PVA ST	from Silverleaf Circle to Wisteria Lane	Tuttlewood
25 MPH	Idlewood Drive	from Knollwood Drive to dead end	Tuttlewood
25 MPH	Knollwood Drive	from Helen Street to dead end	Tuttlewood
25 MPH	Nance Street	from North Cannon Boulevard to Idlewood Drive	Tuttlewood
25 MPH	Silverleaf Circle PVA ST	from Willow Drive to Hunter Oak Drive	Tuttlewood
25 MPH	Tuttlewood Drive	from Knollwood Drive to dead end	Tuttlewood
25 MPH	Wedgewood Drive	from Knollwood Drive to Idlewood Drive	Tuttlewood
25 MPH	Willow Drive	from North Cannon Boulevard west to Idelwood Drive	Tuttlewood
25 MPH	Wisteria Lane PVA ST	from Willow Drive to Hunter Oak Drive	Tuttlewood
25 MPH	Alabaster Drive		Waterford
25 MPH	Basalt Place		Waterford
25 MPH	Feldspar Drive		Waterford
25 MPH	Gilbraltar Street		Waterford
25 MPH	Sapphire Trail		Waterford
25 MPH	Shale Drive		Waterford
25 MPH	Slate Terrace		Waterford
25 MPH	Sunstone Circle		Waterford
25 MPH	Topaz Plaza		Waterford
25 MPH	Travertine Trail		Waterford
25 MPH	Turquoise Circle		Waterford
25 MPH	Austin Run Court		Waterside Landing
25 MPH	Emily Ivy Court		Waterside Landing
25 MPH	Jonathan Court		Waterside Landing
25 MPH	Mary Wynn Court		Waterside Landing

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Prism Place		Waterside Landing
25 MPH	Summit Park Court		Waterside Landing
25 MPH	Summit Ridge Lane		Waterside Landing
25 MPH	Bensalem Lane		Wellington Chase
25 MPH	Claridge Road		Wellington Chase
25 MPH	Colts Neck Lane		Wellington Chase
25 MPH	Equestrian Road		Wellington Chase
25 MPH	Estridge Lane		Wellington Chase
25 MPH	Horsebit Lane		Wellington Chase
25 MPH	Jamestown Road		Wellington Chase
25 MPH	Lockwood Road		Wellington Chase
25 MPH	Marasol Lane		Wellington Chase
25 MPH	Mill Wright Road		Wellington Chase
25 MPH	Prairie Road		Wellington Chase
25 MPH	Radburn Lane		Wellington Chase
25 MPH	Satchel Lane		Wellington Chase
25 MPH	Shoal Park Road		Wellington Chase
25 MPH	Spur Lane		Wellington Chase
25 MPH	Treeline Drive		Wellington Chase
25 MPH	Wellington Chase Drive		Wellington Chase
25 MPH	Pendleton Drive	from Pump Station Road to end of Pendleton Drive in cul-de-sac	Westlake
25 MPH	Townsgate Court		Westlake
25 MPH	Westlake Drive		Westlake
25 MPH	Black Maple Drive		Wildwood Ridge
25 MPH	Oak Leaf Way		Wildwood Ridge
25 MPH	Red Birch Place		Wildwood Ridge
25 MPH	Acadia Court		
25 MPH	Aileen Avenue		
25 MPH	Azalea Avenue	from Oakwood Avenue to dead end of Azalea Avenue	
25 MPH	Brookdale Street	from Sloop Avenue to Ruth Avenue	
25 MPH	Cambridge Street		
25 MPH	Carlton Avenue		
25 MPH	Colony Drive		
45 MPH	Concord Lake Road (NC 3)		

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Coventry Road		
25 MPH	Curecanti Court		
25 MPH	Doris Street		
25 MPH	East 10th Street	from North Cannon Boulevard to Mable Avenue	
25 MPH	East 11th Street	from North Cannon Boulevard to Laura Avenue	
25 MPH	Eastwood Avenue		
25 MPH	Elwood Street		
25 MPH	Fredrick Avenue		
25 MPH	Friair Tuck Trail	from Longbow Drive to Huntingdon Road	
25 MPH	Galena Lance		
25 MPH	Hawthorne Street		
25 MPH	Huntingdon Road		
25 MPH	Jackson Street	from North Cannon Boulevard to Carolyn Avenue	
25 MPH	Janie Street	from Helen Street headed west to North Rose Avenue	
25 MPH	Kingston Drive		
45 MPH	Lane Street		
25 MPH	Little John Trail		
25 MPH	Louise Avenue	from East 10th Street to Lane Street	
25 MPH	Mable Avenue	from East 13th Street to Lane Street	
20 MPH	Main Street (SR 1008)	between N Loop Road/Jackson Park Road to Dale Earnhardt Boulevard	
25 MPH	Manning Place		
25 MPH	Marie Avenue	from East 11th Street to Jackson Street	
25 MPH	Mead Street		
25 MPH	Middlebury Court		
45 MPH	Mooreville Road (NC 3)	from Pine Street to Rainbow Drive	
55 MPH	Mooreville Road (NC 3)	from Rainbow Drive west to City Limits	
25 MPH	Norwich Court		
25 MPH	Nottingham Street		
25 MPH	Old Centergrove Road		
25 MPH	Pearl Avenue	from Jackson Street to Lane Street	
45 MPH	Pump Station Road		
25 MPH	Rankin Street		
25 MPH	Rice Street		
25 MPH	Robinhood Lane		

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
45 MPH	Rogers Lake Road	from Kannapolis Parkway to a point 600 feet to the end of City Maintenance (Irish Buffalo Creek)	
25 MPH	Rosemary Avenue		
25 MPH	Rosemont Avenue		
25 MPH	Ruth Avenue	from East 11th Street to Lane Street	
25 MPH	Saguaro Lane		
25 MPH	Sheffield Avenue		
25 MPH	Sloop Avenue	from East 13th Street to Lane Street	
45 MPH	South Main Street	from 160 feet south of Tiece Street, south 1.6 miles to City Limits	
45 MPH	South Ridge Avenue	from Dakota Street, south to the City Limits	
25 MPH	South Southern Avenue		
25 MPH	Stonewyck Avenue		
25 MPH	Stratton Court		
25 MPH	Taylor Street	from East 11th Street headed northwest to Sloop Avenue	
25 MPH	Thursdale Lane		
25 MPH	Townsend Court		
25 MPH	Venus Street	from North Cannon Boulevard to Grace Avenue	
25 MPH	Windermere Drive		
25 MPH	Windy Rush Road		
25 MPH	Wood Avenue		
25 MPH	Woodlawn Street	from Sloop Avenue to Marie Avenue	
25 MPH	Forrestbrook Drive		
25 MPH	Copper Creek Trail		Trinity Woods
25 MPH	Chisholm Trail		Trinity Woods
25 MPH	Charmar Circle		Whispering Winds
25 MPH	Granbury Dr		Cherry Grove
25 MPH	Shiner Lane		Cherry Grove
25 MPH	Adair Woods Drive		Adair Woods
25 MPH	Tuff Lane		Adair Woods
25 MPH	Claystone Drive		Adair Woods
25 MPH	Zettie Avenue		Elizabeth Oaks
25 MPH	Bailey Circle		Georgetown Crossing
25 MPH	Shidler Lane		Georgetown Crossing
25 MPH	Worrell Way		Georgetown Crossing

SCHEDULE 8 SPEED LIMITS

[illegible]



Kannapolis City Council

City Council Agenda Staff Report

March 25, 2024

To: Mayor and City Council
From: Walter Safrit, City Attorney, Wilmer Melton, Assistant City Manager
Subject: **MOTION** - To accept the deed for the Overlook 85 Water Tower

Action Requested by City Council

Motion to Accept and Record Deed from HCP Kannapolis Crossing Land Ventures, LLC for Water Tower Tract.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City has constructed a new water tower recently completed to provide potable water service to the Kannapolis Crossing and Overlook 85 projects. This deed will convey fee title to the City for the tower site.

Fiscal Implications

This is a gratuitous transfer.

Policy Issues

None

Legal Issues

Ownership of the tower site is conducive to future services in the area.

Recommendations and Alternate Courses of Action

Approve acceptance of the deed by motion.

Attachments

1. NC Special Warranty Deed_001
2. Overlook 85 Watertower Plat
3. Title Insurance Policy

Excise Tax: \$0.00

Delinquent taxes, if any, to be paid by the closing attorney (John C. Livingston), to the Rowan County Tax Collector upon disbursement of closing proceeds.

Parcel Identifier No. Part of Parcel ID #146 025

Mail after recording to: Grantee

This instrument was prepared by: Kilpatrick Townsend & Stockton LLP (JCL)

Brief description for the Index:

Lot D

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made as of this day of , 2024, by and between

GRANTOR	GRANTEE
HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company 400 Frank W. Burr Blvd, Suite 8 Teaneck, NJ 07666	City of Kannapolis 401 Laureate Way Kannapolis, North Carolina 28081

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Kannapolis, Rowan County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The property hereinabove described was acquired by Grantor by instrument(s) recorded in Book 1382, at Page 416 in the Rowan County Registry.

The property herein conveyed does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated on Exhibit B attached hereto and made a part hereof.

(signature appears on the following page)

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed, the day and year first above written.

GRANTOR:

HCP KANNAPOLIS CROSSING LAND VENTURES, LLC, a
Delaware limited liability company (SEAL)

By: Hudson Capital Properties IV, LLC, a Delaware limited
liability company, Its Manager

By: _____
James S. Cohen
Manager

STATE OF _____
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, and

- ☐ I have personal knowledge of the identity of the principal(s)
☐ I have seen satisfactory evidence of the principal's identity, by a current state or federal
identification with the principal's photograph in the form of a _____
☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein
and in the capacity indicated: James S. Cohen, Manager
[insert name of person signing]

Date: _____

_____, Notary Public
(print name)

(official seal)

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A certain tract or parcel of land in City of Kannapolis, Rowan County, North Carolina, fronting on the south boundary of Old Beatty Ford Road, being described as follows:

BEING all of **Lot D**, containing 1.226 acres, more or less, as shown on plat entitled "Subdivision Plat for Overlook 85 Phase 1 & 2" prepared by Burton Engineering dated August 22, 2023 and recorded in Plat Book _____, Page _____, Rowan County Register of Deeds.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2024, and subsequent years, not yet due and payable.
2. [Right of Way to Concord Telephone Company Recorded in Book 508, Page 584.]
3. Development Agreement dated May 24, 2021 and recorded on August 11, 2021 in Book 1381 Page 533, Rowan County Registry.
4. All matters which would be shown by a current, accurate physical survey of the Property.

[illegible][illegible]

20030403 15:11



BURTON
ENGINEERING

5950 FAIRVIEW RD STE 100
CHALOTTE NC 28210
(704) 553-0881
burtonengineering.com
FIRM #C-1157

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Newmark Title Services, LLC
One Penn Plaza Ste 3406
New York, NY 10119
Tel: 212-239-1000
Fax:



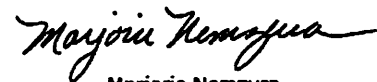
By:



Randy R. Quirk

President

Attest:



Marjorie Nemzura

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:



- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the

Title

- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
- (2) if the grantee wholly owns the named Insured,
- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters



insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.



(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.



(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.





OWNER'S POLICY OF TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company:
Fidelity National Title Insurance Company

File No.: MIT-200213-NC

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Address Reference: I-85 and Beatty Ford Road, China Grove, NC 28023

Amount of Insurance: \$21,117,915.00

Premium: \$21,206.90

Date of Policy: August 23, 2021 at 11:32 AM

1. Name of Insured:

HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Date: August 23, 2021
Newmark Title Services

Marc Israel, Authorized Signor

Fidelity National Title Insurance Company



By:

President

ATTEST

Secretary

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SCHEDULE B

File No.: MIT-200213-NC

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments for the year 2021, and subsequent years, not yet due or payable.
2. Right of way to Concord Telephone Company recorded in [Book 508, page 584]. (TRACT 2)
3. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.
4. Survey prepared by Burton Engineering dated July 8, 2021, last revised August 3, 2021 shows the following (as to the Southern Tract):
 - a) Fence runs throughout the property (not located);
5. Reference to acreage is not insured.

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SCHEDULE C

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Agent's File No.: MIT-200213-NC

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ROWAN, STATE OF NORTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

Being that certain parcel of land lying and being situate in Rowan County, North Carolina and being more particularly described as follows:

Being more particularly described in accordance with a Survey prepared by Burton Engineering dated July 16, 2021, last revised August 3, 2021 as follows (as to the North Tract):

North Tract

City of Kannapolis, Rowan County, North Carolina
50.387 Acres, Deed Book 1339 Page 861

A certain tract or parcel of land in City of Kannapolis, Rowan County, North Carolina, fronting on the north side of Old Beatty Ford Road, being described as follows:

Beginning at an iron pipe in the northern boundary of Old Beatty Ford Road, said iron pipe having NC Grid coordinates of N = 653,473.60 feet and E = 1,534,653.09 feet;

From said iron pipe with the lands of Kannapolis Crossing LP (Db 1339 Pg 661) the following courses; Thence, N 47° 46' 33" W for a distance of 263.09 feet to an iron pipe.

Thence, N 51° 08' 28" W for a distance of 221.04 feet to an iron pipe.

Thence, N 55° 33' 48" W for a distance of 294.24 feet to an iron pipe.

Thence, N 02° 58' 46" E for a distance of 294.71 feet to a rebar.

Thence with the lands of Stephen McThay Garmon & Cathy Jo Garmon (Db 612 Pg 967) the following courses, S 87° 29' 28" E for a distance of 477.15 feet to an iron rod.

Thence, N 02° 26' 16" E for a distance of 317.70 feet to a rebar.

Thence with the lands of Barbara Rainwaterlantz (Db 1034 Pg 820) and Greer Haywood Daugherty & Carolyn Buckwell Daugherty (Db 1194 Pg 967), S 85° 45' 30" E for a distance of 1442.85 feet to an iron pipe.

Thence with the lands of Tammy L Efird (Db 1310 Pg 872), S 03° 52' 54" W for a distance of 197.21 feet to an iron rod.

Thence with the lands of Michael Brent Efird (Db 1310 Pg 873), S 79° 50' 57" E for a distance of 855.85 feet to an iron pipe.

Thence with the lands of Kannapolis Crossing LP (Db 1339 Pg 861) the following courses, S 06° 27' 39" W for a distance of 41.62 feet to a point on a line.

Thence, S 15° 03' 15" W for a distance of 27.64 feet to a point on a line.

Thence, S 72° 05' 22" W for a distance of 35.40 feet to a point on a line.

Thence, S 49° 21' 00" W for a distance of 40.01 feet to a point on a line.

Thence, S 25° 25' 44" W for a distance of 36.66 feet to a point on a line.

Thence, S 34° 19' 22" W for a distance of 36.22 feet to a point on a line.

Thence, S 26° 03' 51" W for a distance of 50.74 feet to a point on a line.

Thence, S 30° 45' 20" W for a distance of 97.12 feet to a point on a line.

Thence, S 42° 01' 11" W for a distance of 47.79 feet to a point on a line.

Thence, S 27° 01' 27" W for a distance of 26.35 feet to a point on a line.

Thence, S 38° 00' 57" W for a distance of 24.13 feet to a point on a line.

Thence, S 28° 56' 55" E for a distance of 12.23 feet to a point on a line.

Thence, S 10° 07' 41" E for a distance of 10.74 feet to a point on a line.

Thence, S 33° 35' 45" W for a distance of 19.35 feet to a point on a line.

Thence, S 56° 52' 17" W for a distance of 39.85 feet to a point on a line.

Thence, S 50° 15' 12" W for a distance of 35.95 feet to a point on a line.

Thence, N 67° 43' 17" W for a distance of 33.21 feet to a point on a line.

Thence, S 49° 01' 46" W for a distance of 16.51 feet to a point on a line.

Thence, S 08° 05' 00" E for a distance of 41.20 feet to a point on a line.

Thence, S 00° 43' 40" W for a distance of 37.74 feet to a point on a line.

SCHEDULE C

(Continued)

Thence, S 16° 53' 33" E for a distance of 11.74 feet to a point on a line.
Thence, S 68° 05' 07" W for a distance of 17.73 feet to a point on a line.
Thence, S 56° 06' 29" W for a distance of 30.21 feet to a point on a line.
Thence, S 10° 22' 11" W for a distance of 16.72 feet to a point on a line.
Thence, S 48° 54' 37" W for a distance of 12.51 feet to a point on a line.
Thence, S 18° 26' 28" W for a distance of 27.27 feet to a point on a line.
Thence, S 02° 32' 04" E for a distance of 3.91 feet to an iron pipe.
Thence with the northern R/W of Old Beatty Ford Road the following courses, S 89° 44' 53" W for a distance of 12.05 feet to an iron pipe.
Thence, S 84° 23' 08" W for a distance of 160.79 feet to a concrete monument.
Thence, S 78° 49' 56" W for a distance of 132.36 feet to a concrete monument.
Thence, S 89° 48' 46" W for a distance of 255.11 feet to a concrete monument.
Thence, N 83° 54' 05" W for a distance of 316.93 feet to a concrete monument.
Thence, S 76° 50' 19" W for a distance of 133.14 feet to a concrete monument.
Thence, N 82° 39' 44" W for a distance of 191.53 feet to a concrete monument.
Thence, S 79° 05' 48" W for a distance of 137.55 feet to a concrete monument.
Thence, N 78° 03' 24" W for a distance of 214.85 feet to a concrete monument.
Thence, S 81° 21' 33" W for a distance of 101.19 feet to a concrete monument.
thence N 82° 38' 33" W a distance of 124.19 feet to the POINT OF BEGINNING;
Containing 50.387 acres more or less, and being a portion of Kannapolis Crossing LP as described in Deed Book 1339 Page 861 in the Rowan County Registry.

And in accordance with a Survey prepared by Burton Engineering dated July 8, 2021, last revised August 3, 2021, as follows (as to the South Tract):

South Tract

City of Kannapolis, Rowan County, North Carolina
106.042 Acres, Deed Book 1339 Page 861

A certain tract or parcel of land in City of Kannapolis, Rowan County, North Carolina, fronting on the south side of Old Beatty Ford Road, being described as follows:

Beginning at a concrete monument in the southern boundary of Old Beatty Ford Road, said monument having NC Grid coordinates of N = 653,228.58 feet and E = 1,532,512.08 feet;
From said monument with the southern R/W of Old Beatty Ford Road the following courses;
Thence, N 76° 25' 08" E for a distance of 236.48 feet to a concrete monument.
Thence, N 89° 46' 11" E for a distance of 515.01 feet to a concrete monument.
Thence, N 00° 13' 44" W for a distance of 70.00 feet to an iron pipe.
Thence, N 89° 48' 04" E for a distance of 66.54 feet to an iron pipe.
Thence, S 77° 52' 00" E for a distance of 208.37 feet to a concrete monument.
Thence, N 86° 20' 13" E for a distance of 29.35 feet to an iron pipe.
Thence, N 80° 10' 04" E for a distance of 259.29 feet to a concrete monument.
Thence, N 89° 47' 15" E for a distance of 90.02 feet to a concrete monument.
Thence, S 77° 31' 32" E for a distance of 46.10 feet to a concrete monument.
Thence, N 85° 33' 01" E for a distance of 140.59 feet to a concrete monument.
Thence, S 53° 47' 07" E for a distance of 93.01 feet to an iron pipe.
Thence, N 86° 55' 45" E for a distance of 200.24 feet to an iron pipe.
Thence, N 73° 05' 22" E for a distance of 104.39 feet to an iron pipe.
Thence, S 60° 11' 51" E for a distance of 109.79 feet to an iron pipe.
Thence, N 70° 07' 37" E for a distance of 58.24 feet to an iron pipe.
Thence, S 84° 57' 23" E for a distance of 50.28 feet to a concrete monument.
Thence, N 86° 51' 26" E for a distance of 94.21 feet to a rebar.
Thence, N 86° 53' 58" E for a distance of 105.90 feet to a concrete monument.
Thence, N 77° 05' 00" E for a distance of 159.11 feet to a concrete monument.
Thence, S 83° 18' 18" E for a distance of 249.70 feet to a concrete monument.
Thence, N 76° 16' 18" E for a distance of 151.18 feet to concrete monument.
Thence, S 69° 02' 53" E for a distance of 103.09 feet to an iron pipe.

SCHEDULE C
(Continued)

Thence with the lands of Kannapolis Crossing LP (Db 1339 Pg 861) the following courses, S 10° 46' 36" W for a distance of 78.37 feet to a point on a line.

Thence, S 03° 12' 16" E for a distance of 65.00 feet to a point on a line.

Thence, S 14° 32' 35" E for a distance of 62.05 feet to a point on a line.

Thence, S 01° 38' 32" W for a distance of 61.74 feet to a point on a line.

Thence, S 03° 41' 20" E for a distance of 74.40 feet to a point on a line.

Thence, S 15° 01' 58" E for a distance of 89.28 feet to a point on a line.

Thence, S 25° 18' 14" E for a distance of 96.26 feet to a point on a line.

Thence, S 09° 35' 09" W for a distance of 67.21 feet to a point on a line.

Thence, S 03° 16' 42" E for a distance of 77.39 feet to a point on a line.

Thence, S 14° 02' 28" E for a distance of 98.76 feet to a point on a line.

Thence, S 32° 54' 13" E for a distance of 103.65 feet to a point on a line.

Thence, S 07° 31' 56" E for a distance of 143.21 feet to a point on a line.

Thence, S 02° 17' 45" E for a distance of 129.84 feet to a point on a line.

Thence, S 41° 13' 38" W for a distance of 145.42 feet to a point on a line.

Thence, S 12° 07' 26" W for a distance of 186.53 feet to a point on a line.

Thence, S 06° 19' 37" E for a distance of 403.40 feet to an iron pipe.

Thence with the lands of Earlene Honbarrier Wallace (Db DC#78 Pg 447), N 84° 17' 27" W for a distance of 828.58 feet to a rebar.

Thence with the lands of Thomas Franklin Corl (Db 1216 Pg 4), N 83° 54' 31" W for a distance of 285.75 feet to an iron pipe.

Thence with the lands of Jeffrey Paul Fritts and Donna Richardson Fritts (Db 987 Pg 101) the following courses, N 05° 08' 31" E for a distance of 10.15 feet to a rebar.

Thence, N 84° 51' 29" W for a distance of 505.27 feet to an iron pipe.

Thence, N 14° 41' 40" E for a distance of 89.75 feet to a rebar.

Thence, N 84° 56' 14" W for a distance of 80.18 feet to a rebar.

Thence, S 14° 38' 18" W for a distance of 99.96 feet to rebar.

Thence, N 84° 53' 11" W for a distance of 122.41 feet to a stone pile.

Thence with the lands of Floyd W Propst and Frances J Propst (Db 1249 Pg 426) the following courses, N 06° 02' 54" E for a distance of 546.76 feet to a pipe.

Thence, N 85° 54' 04" W for a distance of 1010.30 feet to an iron pipe.

Thence, S 02° 02' 05" E for a distance of 286.80 feet to a flat bar.

Thence with the lands of Hudson Capital Acquisitions LLC (Db 1378 Pg 74), N 87° 58' 49" W for a distance of 400.25 feet to a pipe.

Thence with the lands of David W Leonard and Linda J Leonard (Db 1304 Pg 445), N 88° 04' 29" W for a distance of 324.40 feet to an iron pipe.

Thence with the eastern R/W of Interstate 85 the following courses, 236.58 feet with a curve having a radius of 1080.00 feet, to the right (Ch = N 16° 51' 25" E for a distance of 236.11 feet) to a concrete monument.

Thence, N 32° 38' 49" E for a distance of 470.02 feet to a concrete monument.

Thence, N 17° 11' 38" E for a distance of 241.89 feet to a concrete monument.

thence N 01° 58' 48" E a distance of 323.97 feet to the POINT OF BEGINNING;

Containing 106.042 acres more or less and being a portion of Kannapolis Crossing LP as described in Deed Book 1339 Page 861 in the Rowan County Registry.



ENDORSEMENT

Attached to and forming a part of

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Issued By
NEWMARK TITLE SERVICES

File Name: HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company-I-85 and Beatty Ford Road, China Grove, NC 28023.

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
Newmark Title Services

Marc Israel, Authorized Signor

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

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ENDORSEMENT

Attached to and forming a part of

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Issued By
NEWMARK TITLE SERVICES

File Name: HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company-185 and Beatty Ford Road, China Grove, NC 28023

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
 - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
Newmark Title Services



Marc Israel, Authorized Signor

Fidelity National Title Insurance Company



By: 

ATTEST

President



Secretary

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of

Fidelity National Title Insurance Company

Owner's Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Old Beatty Ford Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
Newmark Title Services

Marc Israel, Authorized Signor

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ENDORSEMENT

Attached to and forming a part of

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Issued By
NEWMARK TITLE SERVICES

File Name: HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company
I-85 and Beatty Ford Road, China Grove, NC 28023

The Company insures against loss or damage sustained by the Insured by reason of:

- those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:	Tax Identification Numbers:
Northern Tract	5635-04-53-7970 & 5635-03-32-9960
Southern Tract	5635-04-53-7970, 5635-03-32-9960, 5635-03-41-9984, 5635-03-23-3695 & 5635-03-22-5443
- the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
Newmark Title Services

Marc Israel, Authorized Signor

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

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116.4.1-06 (Contiguity, Multiple Parcels)

Attached to Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Issued By:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Parcels forming part of the Northerly Tract are not contiguous along common boundary lines and Parcels forming part of the Southerly Tract are not contiguous along common boundary lines or
2. the presence of any gaps, strips, or gores separating the contiguous boundary line described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
Newmark Title Services



Marc Israel, Authorized Signor

Fidelity National Title Insurance Company



By:



ATTEST

President



Secretary



ENDORSEMENT

Attached to and forming a part of

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Issued By
NEWMARK TITLE SERVICES

File Name: HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company
I-85 and Beatty Ford Road, China Grove, NC 28023.

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Burton Engineering last revised August 3, 2021, and designated Job No. 021-905-001 & 021-905-002.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
Newmark Title Services



Marc Israel, Authorized Signor

Fidelity National Title Insurance Company



By:



ATTEST

President



Secretary

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ENDORSEMENT

Attached to and forming a part of

Policy No.: 140183-1-NTS-200213-NC-2022.2730600-226220494

Issued By
NEWMARK TITLE SERVICES

File Name: HCP Kannapolis Crossing Land Ventures, LLC, a Delaware limited liability company
I-85 and Beatty Ford Road, China Grove, NC 28023.

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: August 23, 2021
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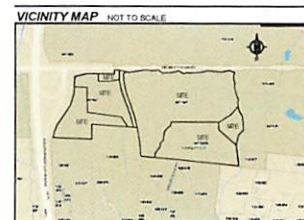


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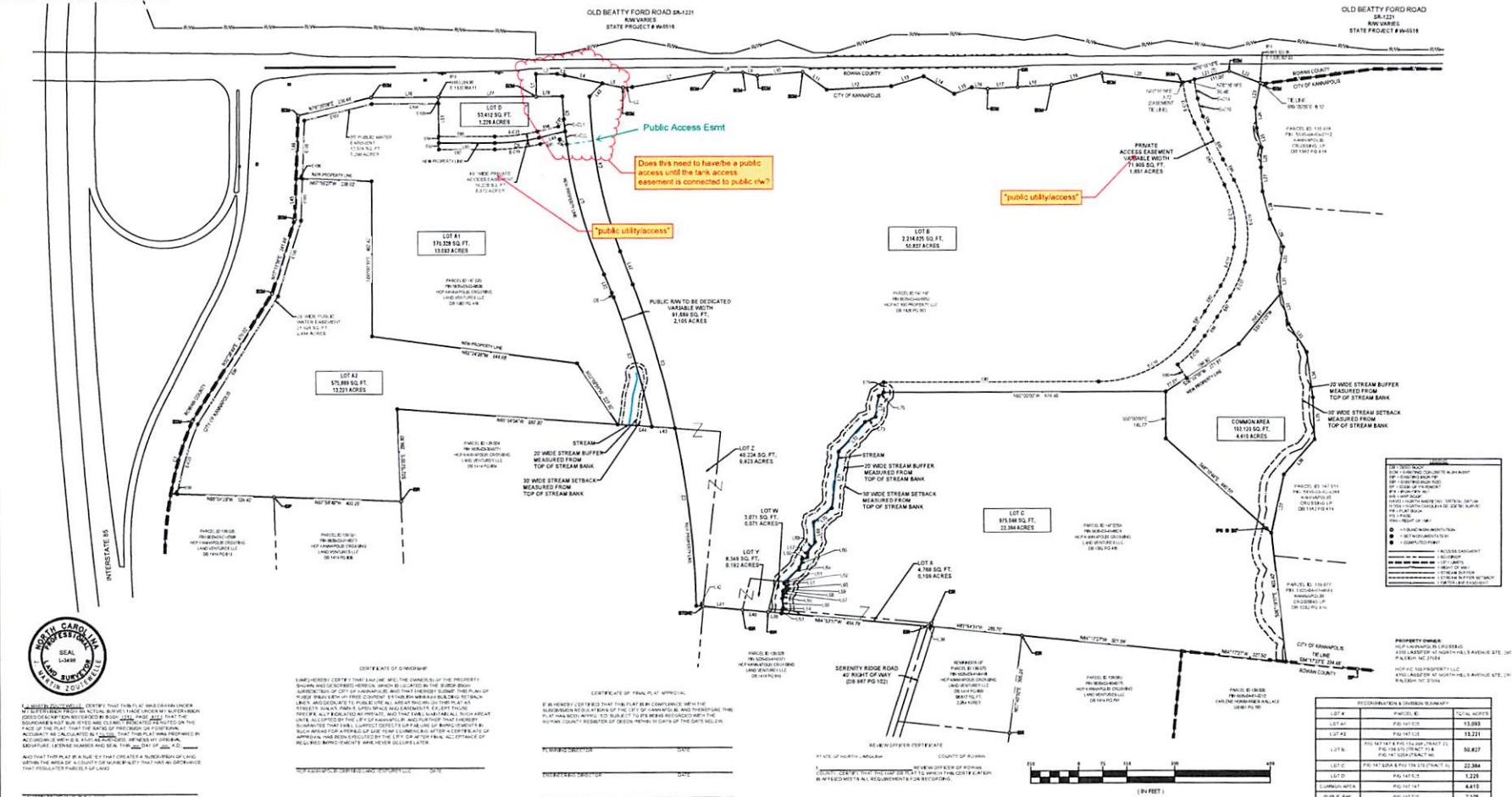
Bearing	Length	Radius	Delta	Chord Distance	Chord Length
C1	506.00	1000.00	15.80	W 67° 30' 00" E	506.11
C2	506.04	1000.00	16.80	N 67° 30' 00" E	506.09
C3	495.00	1000.00	8.00	N 17° 30' 00" E	495.44
C4	495.00	1000.00	16.80	N 67° 30' 00" E	495.09
C5	495.00	1000.00	8.00	W 17° 30' 00" E	495.00
C6	15.76	1000.00	0.00	W 67° 30' 00" E	15.76
C7	495.00	1000.00	17.22	N 67° 30' 00" E	495.80
C8	112.50	1000.00	4.00	W 67° 30' 00" E	112.50
C9	138.00	1000.00	15.30	S 67° 30' 00" E	137.77

Access Table					
Survey	Length	Radius	Side	Short Direction	Short Length
C-01	363.67	360.50	67.30	80° 52' 30"	363.30
C-01	127.79	360.70	54.14	80° 52' 30"	127.60
C-02	198.48	324.80	64.77	82° 48' 30"	198.20
C-03	138.81	360.80	35.88	80° 30' 00"	138.60
C-04	60.18	360.90	10.48	82° 30' 00"	60.00
C-05	68.88	360.91	11.46	82° 30' 00"	68.80
C-06	353.84	270.53	52.80	82° 30' 00"	353.80
C-07	718.86	270.50	17.80	82° 30' 00"	718.80
C-08	127.77	270.46	16.46	84° 27' 30"	127.50
C-09	145.79	616.00	13.30	82° 30' 00"	145.40
C-10	131.44	670.00	13.30	82° 30' 00"	131.10
C-001	26.24	1648.10	4.00	80° 00' 00"	26.24
C-005	45.13	1648.10	4.00	80° 00' 00"	45.13
C-006	387.80	1648.10	18.30	80° 30' 00"	387.80

ALGESS (LARGEST)			
Line Table			
Line#	Shortcode	Length	
070	0000000000	2.46	
080	0000000000	0.00	
090	0000000000	0.00	
100	0000000000	0.00	
110	0000000000	0.00	
120	0000000000	0.00	
130	0000000000	0.00	
140	0000000000	0.00	
150	0000000000	0.00	
160	0000000000	0.00	
170	0000000000	0.00	
180	0000000000	0.00	
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NORTH ORIENTED TO
NC GRID NAD 83/2011



CERTIFICATE OF COMPLETION

CERTIFICATE OF FINAL PLAN APPROVAL

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LAND VENTURES LLC
CR 344 RD BR

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RECOMBINATION & DEVIATION SUMMARY		
LOF #	PARCEN ID	
LOF A1	PAJ 147.075	
LOF A2	PAJ 147.125	
LOF B	PAJ 147.147 & PAJ 147.204 (TRACT 2) PAJ 134.575 (TRACT 1) & PAJ 147.525 (TRACT 3)	
LOF C	PAJ 147.204 & PAJ 134.575 (TRACT 1)	
LOF D	PAJ 147.575	
COMPARISON AREA	PAJ 147.147	
SOURCE: 10/1/04 DATE: 10/1/04		


BURTON
ENGINEERING

5950 FAIRVIEW RD STE 100
CHARLOTTE NC 28210
(T) 704 553 8881
burtonengineering.com
FIRM #C-1157


PROFESSIONAL ENGINEER
NORTH CAROLINA
SALES OR CONSTRUCTION

SUBDIVISION PLAT FOR OVERLOOK 85 PHASE 1 & 2
OWNER: HCP KANNAPOLIS CROSSING LAND VENTURES LLC
OLD BEAUTY FORD ROAD
CITY OF KANNAPOLIS, ROWAN COUNTY, NORTH CAROLINA

DIVISION _____
 UNITED BANKING COMPANY

PROJECT NUMBER	023.905.021
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Kannapolis City Council

City Council Agenda Staff Report

March 25, 2024

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: Minutes: February 12, 2024 Work Session

Action Requested by City Council

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 02-12-2024 Work Session

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
February 12, 2024**

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, February 12, 2024, at 4:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

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

Council Members Absent: Ryan Dayvault

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Tina Cline

Assistant City Manager: Wilmer Melton

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Irene Sacks	Annette Privette Keller
	Terry Spry	Irene Sacks
	Tracy Winecoff	Michael Rattler
	Kirk Beard	Brian Roberts
	Greg Summitt	Gary Mills
	Richard Smith	

Others Present:	Albaro Reyes	Joe Hatley
	Phil Goodwin	Queen Reid
	Lavoris Littlejohn	Donald Propst
	Tempest Pro St	Michael Parks
	Zach Erwin	Ken Lingafelt
	Darryl Crumblin	Michelle Balknight
	Lottie Forney	Betty Rhyne
	Mark Spizer	

1 **CALL TO ORDER AND WELCOME:**

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

4
5 **ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions**

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

8
9 **CITY DEPARTMENT SPOTLIGHT**

10 General Services Department Update (Jerome Blakeney, General Services Director)

11 This matter was moved to the end of the agenda.

12
13 **CONSENT AGENDA – Motion to approve Consent Agenda or make revisions**

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

16
17 Resolution Amending Ordinance Section 17-177 Credits to Stormwater Management Service
18 Charges (Michael Rattler, Director of Transportation & Environmental Services) (Copy included
19 as Exhibit A)

20
21 Contract Authorize the City Manager to negotiate and execute a contract for the FY2024 audit with
22 Martin Starnes & Associates, CPAs, P.A. (Brian Roberts, Finance Director) (Copy included as
23 Exhibit B)

24
25 Amend the FY 24 Fee Schedule to include Swannee Theater Fees (Gary Mills, Parks & Recreation
26 Director, Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit C)

27
28 Interjurisdictional Pretreatment Agreement with the Water and Sewer Authority of Cabarrus
29 County (Alex Anderson, Director of Water Resources) (Copy included as Exhibit D)

30
31 January 22, 2024, Business Meeting Minutes (Bridgette Bell, City Clerk)

32
33 **BUSINESS AGENDA:**

34 **Presentation Rose Hill Neighborhood Stormwater Issues (Michael Rattler, Director of**
35 **Transportation & Environmental Services, Wilmer Melton, Assistant City Manager) (Copy**
36 **included as Exhibit E)**

37 Mr. Melton provided some background information regarding the Rose Hill neighborhood. The
38 area was developed in the early 1930's. Roads were constructed prior to NCDOT's current design
39 standards. Streets were maintained by NCDOT until the roads were accepted into the City's street
40 system in 1989. Portions of this area are located within the FEMA 100-year floodplain.

41 Requests for service include:

1
2 **220 Rosemont Avenue.**

- 3 • During significant events the resident has requested drainage assistance between 2015 and
4 2021.
5 • Maintenance crews removed debris blocking the culvert on Rosemont Avenue. Rip-rap
6 bank protection was added in 2021.
7

8 **Rose Hill Missionary Church Drainage Issues.**

- 9 • The structure is located in the FEMA 100-year floodplain. The drainage area from the west,
10 north, and east flow towards the Church building.
11 • The church has installed drainage measures that are not sufficient for large storm events.
12 • Pictures were shown illustrating the flooding inside the church.
13

14 **Rose Hill Missionary Church Culvert Issues.**

- 15 • Most pipes on the Church's property site are in poor condition and undersized.
16 • Pipe failures have occurred in some areas.
17 • Pipes are a mixture of material types (clay, concrete, and metal).
18 • There are two separate drainage systems on the site.
19

20 **Rice Street Stormwater Drainage Area:**

- 21 • The drainage area flowing to the Rice Street culvert is 52.0 acres.
22 • The stormwater currently flows to a 36" culvert under Rice street.
23

24 **Existing Storm Drainage Systems**

25 Publicly Maintained Systems

- 26 • Culvert under Rice Street is a 36" HDPE culvert and undersized for the drainage area.
27 • Culvert under Rosemont Avenue is a 24" RCP and undersized for the drainage area.
28

29 Privately Maintained Systems

- 30 • Culvert system between Rice Street and Rosemont Avenue is mixture of pipe sizes and
31 material that is undersized.
32 • Capacity constraints of the private system has contributed to structure and parking lot
33 flooding.
34

35 **Required Drainage Improvements**

36 Public Maintained Systems

- 37 • Replace 36" culvert under Rice Street with 3' x 10' box culvert.
38 • Replace 24" culvert under Rosemont Avenue with a 48" culvert.
39

40 **Privately Maintained Systems**

- Replace culvert system between Rice Street and Rosemont Avenue with a 48” culvert.
- Replace culvert collecting runoff from the east with a 54” culvert.

Mr. Melton noted that in doing this work, would not solve the church’s flooding problem.

Challenges with System Improvements

- Public drainage systems designed to carry 25-year storm event. Flooding will still occur during larger storm events.
- Construction of new storm drainage systems will require relocation of water, sewer, and power utilities as well as property acquisition.
- Upgrading the publicly maintained culverts will not solve flooding or overtopping of the roads without the private culvert systems being upgraded.
- The privately maintained culvert systems appear to cross multiple privately owned lots.

Mr. Melton said even if all of this work is done and because the church is located in a 100-year flood plain, most likely will still see some flooding.

Options 1: Do Nothing.

- This option is not recommended as the public crossline pipes under Rice Street and Rosemont Street are undersized and will continue to contribute to the flooding on church property during future storm events.

Option 2.

- Upgrade public storm system within Rice Street and Rosemont Avenue
- This option only partially addresses the flooding issues on private property.
- Flooding will still occur unless the private system is also upgraded. Therefore, this option is not recommended.
- Estimated cost approximately \$1.53 million.

Option 3.

- Remove and replace the entire stormwater system from below Rice Street to above Rosemont Avenue
- This option would require drainage easement acquisitions to allow work on private property if constructed by the City.
- This option would minimize the flooding on the property, but due to the church property being located in the floodplain, the property will most likely still experience flooding during large storm events.
- The estimated project budget is in excess of \$2.3 million.

Option 4.

- Work with the church and adjacent property owners to relocate out of the floodplain (Recommended)
- Properties could be acquired using FEMA funding that would require demolition of existing structures and development restrictions placed on the properties to prevent future construction of a structure on the properties.
- City request Congressionally Designated Funding (“Earmarks”) for acquisition of properties.
- Would require cooperation with the church and community to assist in locating an alternate site or facility.

From 2019 to YTD 2024, there are 320 private property service requests were recorded.

Recommendations

1. Approve funding in the FY 24-25 budget for a Comprehensive Stormwater Master Plan that will help to identify/prioritize projects and establish criteria for public investment.
2. Concurrent with the completion and approval of the Stormwater Master Plan, approve a new Stormwater Improvement Policy and funding plan.

In the interim, Staff recommends that the City respond to flooding concerns from property owners within the 100-year floodplain with a similar strategy used to address the flooding impacts at Rose Hill Missionary Baptist Church.

Mayor Pro tem Wilson asked Mr. Melton if he had any conversations with the congregation or leadership on what these options would look like and how they feel about this.

Mr. Melton senses they are open to the option of seeking funding if available for potential purchase of property and would be happy to relocate into another area if funding is available.

Council Member Kincaid stated this is an old church and feels that members would have some heartburn about moving to a new location. He asked if there were other locations. Mr. Melton stated there has been several areas identified. There is property behind the church as he understands. They could potentially move up hill and out of the flood plain and there may be other opportunities available. As long as they are in the same vicinity of their community, would be open to relocating.

Council Member Dixon thanked staff for the presentation for bringing back a very comprehensive report to Council. She did say a week or so ago, she rode out to the church, just to see the flow of water, since there had been a hard rain. She said there was water coming from North Main Street and Glendale Street. She applauded the recommendation for Option 4.

Council Member Berry said her question was previously answered if there was any vacant property close by. They may be changing churches, but don't think they would want to change the name.

1 Mr. Melton said the one parcel similar to the footprint to what they have now, the other parcel is a
2 little bit larger, and the church had expressed a desire to expand. The programs they are talking
3 about would not pay for expansion but would deal with the current property value and if there is a
4 desire to make something bigger, is something the church would have to deal with.

5
6 Council Member Jackson asked that the Federal Stormwater grant, what is involved in the
7 application and timeline to get answers on funding.

8
9 Mr. Melton responded that they would need to collect some data to determine the frequency of
10 the flow events, proof of the flood events and determine if FEMA funding is available. He said a
11 lot of times, the allocation of these funds will not happen until you have major tropical events and
12 things of that nature. He further stated that it could take as much as a year to work through the
13 process. It could be sooner but is not a quick process. Once data is collected and sent to FEMA,
14 they will review all the information before considering an approval. Appraisals will have to be
15 done on the property.

16
17 Mr. Jackson asked if it was the City's responsibility to get this done. Mr. Melton stated yes because
18 the money would flow through the City as the recipients.

19
20 Mr. Wilson noted previously Mr. Melton stated there were 320 other residents with problems and
21 wondered if they were any single-family units. Mr. Melton explained that the 320 complaints are
22 more likely things of my yard is flooding but not their homes. Mr. Wilson does not know the size
23 of the congregation but knows of a lot of people that have gone to this church. He feels that the
24 City needs to put in as much effort as possible.

25
26 Deputy City Manager Smith noted a couple of things from a hazardous mitigation grant process.
27 Typically, identify if it is a rolling grant program, meaning there are four windows of opportunity
28 to apply. If it is not a rolling grant program, then you would have one window of opportunity to
29 submit a grant proposal. A lot of times, these grant proposals may go through the state equivalent
30 of FEMA. The key is the documentation to prove there is repetitive damage. Documentation of
31 past flooding does help the case. The most critical piece is the relocation of the church. The City
32 itself does not decide where the church or organization may get relocated and would be up to the
33 church itself. The City can assist in helping to identify protentional options and would be the lead
34 agent in facilitating the grant application and documentation.

35
36 Mr. Smith stated having gone through the grant process before with a similar situation and if the
37 church does not qualify for grant funding, there is a fifth option. The City could look at assisting
38 with the cost to fix the public and private portion, rather than property acquisition or relocation.

39 Mr. Legg stated this a complicated process, the FEMA grant is the beginning and a lot of moving
40 parts on how to get to the finish line on a project such as this. The other option is to ask our
41 congressional delegation to possibly earmark funding. At the next meeting, Council will be asked

1 to approve a 2024 Federal Action Plan which is a list of legislative priorities and funding positions
2 for the upcoming federal fiscal year. This list will also be provided to the City's Congressional
3 delegation during the upcoming National League of Cities Conference in Washington DC.
4

5 Mr. Legg further stated that we have to be concerned with acquisition, demolition, and relocation.
6 One criterion is that the property will need to be restored back to its natural state. Noting it will be
7 a complex and long process.
8

9 Mayor Hinnant stated if the church is relocated and FEMA dollars are available, you still have the
10 problem there is not enough flow under the road. You either have to make improvements or it will
11 overflow onto the road causing traffic problems and potential accidents. Just because the church
12 is no longer there have relocated to another place, we still will have the issue of the road flooding.
13

14 Mayor Hinnant asked the cost of just replacing the two culverts, without doing anything else. Mr.
15 Melton stated the two culverts alone was the \$1.53 million. If you add in the church the total is
16 around \$3 million.
17

18 Mr. Melton stated if it is Council's desire to proceed, the next steps is to collect data from the
19 church and pursue funding.
20

21 Mayor Hinnant further stated the fastest way is to ask our local delegation to assist with funding
22 through some other avenue other than FEMA. While Council and Staff is in Washington, DC next
23 month, will have an opportunity to ask for assistance.
24

25 Mr. Legg noted that staff will proceed with Option 4.
26

27 **Presentation Cabarrus County Joint Public Safety Training Facility (Eddie Smith, Deputy**
28 **City Manager) (Copy included as Exhibit F)**

29 Mr. Smith gave an update on the Cabarrus County joint public safety training facility that will be
30 located at the former old Stonewall Jackson Youth Development Cener in Concord.
31

32 A North Carolina joint public safety training facility is under work that will serve the Cabarrus
33 County, Concord, and Kannapolis communities. The complex will have two separate phases for
34 law enforcement and the fire department. The Kannapolis Police Department currently utilizes the
35 outdoor Firearms Training Facility on Irish Potato Road, but it is no longer the most adequate site
36 for practicing. The plan is to construct an in-door shooting range that could house "up to 20 lanes"
37 and a tactical driving course. It could take three to five years before the first phase is fully
38 realized. The City has access to the Rowan Cabarrus Community public safety training facility,
39 which is closer to Kannapolis, and will have more availability once the Cabarrus County space is
40 operational. It is the City's intention to replace the fire training tower at Fire Station 1 once they

1 get approval to proceed. The funding impact will be \$1.5 million with a one-to-three-year time
2 frame to completion. Cabarrus County is going to own the property of the facility; however, as it
3 stands now, there may be a third-party entity that will coordinate and operate it.

4
5 Council Member Berry asked if Harrisburg, Mt. Pleasant, and Midland, will be participating.

6
7 Mr. Smith stated Harrisburg contracts with the Sherriff's Department, and they have their own
8 Fire Department.

9
10 **CITY DEPARTMENT SPOTLIGHT**

11 **General Services Department Update (Jerome Blakeney, General Services Director)**

12 Mr. Blakeney provided a power point presentation on the General Services Department. In addition
13 to Mr. Blakney as General Services Director, the General Services Department consists of one
14 Admin. Assistant, one Facilities Operations Manager, Crew Chief-Janitorial/Events setups, Crew
15 Chief-Repairs Maintenance, Building Maintenance Tech 2, Tech 3, and Tech 4. Vendors are used
16 for planned maintenance on fire panels, security panels, elevator service, black flows, HVAC,
17 generators, and UST Fuel Station at PWOC.

18
19 The general services maintain 24 facilities which consists of:

20		
21	City Hall	Fire Stations #15
22	Fire Logistics Building	Gem Theater
23	Communications Tower	Swanee Theater
24	Fuel Island at PWOC	Main St Warehouse
25	College Station	The Train Station
26	VIDA Parking Deck	Village Park
27	Water Treatment Plant	Baker's Creek Park
28	Public Works Operations Center	Safrit Park
29	The Pump House	Mountain St. Park
30	Atrium Health Ballpark	Pleasant Ave. Park
31		

32 During FY 2023, General Services completed 11,432 work orders classified as repairs.
33 Additionally completed 10,650 custodial work orders and 5,606 work worder classified as
34 preventive maintenance. Janitorial services are performed at six locations. City Hall, Train Station,
35 Water Treatment Plant, PWOC, Onsite Health Clinic and VIDA Parking deck. There were 556
36 event set ups during 2023. Current projects include the Atrium Health Ballpark locker room
37 improvements projected to be complete in March 2024. Renovations to Fire Stations 1 & 4 are
38 projected to be completed by September 2024.

39 There being no comments or questions, Mayor Hinnant thanked Mr. Blakney for his presentation.

40
41 Mayor Pro tem Wilson asked what kind of revenue is being received by renting out City Hall. Mr.

1 Legg stated he did not have that information currently but is sufficient. It supports General Services
2 and the Parks and Recreation operations.
3

4 Mr. Wilson asked when Council last had remote meetings. Mr. Legg recalls probably a couple of
5 years. Mr. Wilson said at that time, he brought up the issue of homelessness. They sleep in
6 cardboard boxes, ditches or anywhere they can find a place to put a roof on their head. He
7 challenged everyone that night to do something about it. If his memory is correct, Mrs. Dixon was
8 instrumental in getting Rowan County Helping Ministries make a presentation to Council. He
9 stated they are two years into this matter and have done nothing to help those people. He asked if
10 we were going to do anything, or just turn our backs on them. He said, "don't tell me we just did
11 something, because that is a whole different group of people" Are we going to strive to help these
12 people.
13

14 Mayor Hinnant said homelessness has been a key project for at least a two-year period. As a result,
15 whatever the City has done for homelessness, does not solve the problem. He has always thought
16 there are more people, just the number of children who are in each of the school systems totals
17 over 300. He suspects there has to be additional efforts to get things done to solve the problem of
18 homelessness. Council can make suggestions and ask the City Manager about funding.
19

20 Mr. Wilson said he does not want to feel that Council has checked the box and can move on.
21

22 There being no further business to come before Council, Mayor Pro tem Wilson made a motion
23 to adjourn. Motion was seconded by Council Member Dixon and approved by unanimous vote.
24

25 The meeting adjourned at 5:45 PM on Monday, February 12, 2024.
26
27
28
29

30
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35

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: Minutes: February 26, 2024 Business Meeting

Action Requested by City Council

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 02-26-2024 Business Meeting

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
February 26, 2024**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, February 26, 2024, 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
Ryan Dayvault
Tom Kincaid
Doug Wilson

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	David Jordan	Annette Privette Keller
	Tony Eury	Terry Spry
	Irene Sacks	Alex Anderson
	Gary Mills	Greg Summit
	Richard Smith	Gerald Faulkner
	Michael Rattler	Tracy Winecoff
	Kirk Beard	

Others Present:	Bob Doty	Phil Goodman
	Joe Hatley	Jayne Williams
	Barbi Jones	Naomi Hatchell
	Stephanie Moler	Yolanda Cooke
	Lorien Goodwin	Zach Erwin

Pam Smith
Kevin Brown
Paige Gaskins
Britney Thomas
Beverly Lessare
Pam Lambert
Andre Cottrell
Donald Ray Council

Angela Hale
Brianna Harris
Holden Sides
Joseph Deal
Charles Graham
Greg Lambert
Darrell Lipe

CALL TO ORDER AND WELCOME:

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

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

Council Member Dayvault requested that Consent Agenda “H” Resolution approving sole source repairs to West Avenue traffic circle and authorize the City Manager to execute a purchase order be moved to the Business Agenda as Business Agenda “D”. There being no objections, Mayor Pro tem Wilson made a motion to adopt the revised agenda. Motion was seconded by Council Member Berry and approved by unanimous vote.

PROCLAMATIONS:

Mayor Hinnant presented Tim Vaughn, General Manager of Hilbish Motor Company, a Proclamation recognizing the 70th anniversary of Hilbish Motor Company and the 100th birthday of Buddy Hilbish.

COMMUNITY ORGANIZATION AND CITY DEPARTMENT SPOTLIGHT

Community Organization Spotlight: Kannapolis Cannon Ballers (Matt Millward, General Manager, Kannapolis Cannon Ballers) (Copy included as Exhibit A)

Mr. Millward providing a power point presentation regarding information about the Kannapolis Cannon Ballers. During the Cannon Ballers first two baseball seasons, the team’s attendance has ranked #7 of all Single-A baseball averaging 3,055 fans per game. Since the introduction of the Cannon Ballers brand, merchandise sales have ranked #33 amongst ALL Minor League Baseball teams. Over the last two years, the Cannon Ballers have received numerous local and national accolades. The Mission Statement of the Cannon Baller: *To be the Home of Inspiration and Entertainment*. Celebrating 30 years of baseball included the Piedmont Phillies (1995); Piedmont Boll Weevils (1996-2000); Kannapolis Intimidators (2001-2019) to the Kannapolis Cannon Ballers (2019 to present). Mr. Millward also premiered the new 1995-2024 30th anniversary logo.

There being no questions or comments, Mayor Hinnant thanked Mr. Millward for his presentation.

City Department Spotlight: Water Resources (Alex Anderson, Director of Water Resources)
(Copy included as Exhibit B)

Mr. Anderson provided a power point presentation explaining that the plant is made up of two primary divisions: Water and Sewer Field Operations and the Water Treatment Plant with a total of 8 full-time and 1 part-time positions.

Statistics given Water & Sewer Division:

Maintenance of City's existing water and wastewater infrastructure

- 335 miles of water mains
- 325 miles of sanitary sewers

Respond to after hour emergencies:

Utility location requests

Leak detection

Water/Sewer repairs and taps

- 2243 Fire Hydrants
- 22,358 active accounts – water
- 54,000 people serve with public water.
- 62 miles of sewer easements (mowed)
- 15 sewer lift stations.
- 20,260 active sewer accounts

Management of the Water Plant and Kannapolis Lake:

- Supplemental water sources
- Lake Don T. Howell (raw water)
- Second Creek in Western Rowan County (raw water)
- City of Salisbury (finished water)
- City of Concord/Albemarle (finished water)

Average demand for Kannapolis is approximately 6 mgd, 7 Elevated tanks, 3 water booster stations and 2 raw water pump stations.

In addition to maintenance of our water supplies, treatment staff also conduct:

- Sampling throughout the City
- Continuous water quality monitoring
- System flushing
- Addressing customer water quality concerns
- Tank maintenance

1 Water conservation efforts: Raw water resources

- 2 • Second Creek – 6.0 MGD
- 3 • Coddle Creek – 2.2 MGD
- 4 • Both are operated seasonally as needed and require dredging.
- 5 • Second Creek – 6.0 MGD
- 6 • Coddle Creek – 2.2 MGD
- 7 • Both are operated seasonally as needed and require dredging.

8
9 Water plant laboratory:

10 The WTP is a certified laboratory, and our team runs over 195 individual tests per day to ensure that
11 our water is safe to drink.

12
13 Following general questions, Mayor Hinnant thanked Mr. Anderson for his presentation.

14
15 **CONSENT AGENDA – Motion to approve Consent Agenda or make revisions.**

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

18 Cancel March 11, 2024, City Council Meeting (Mike Legg, City Manager) (Copy included as Exhibit
19 C)

20 Resolution to adopt Ordinance to Permit Reimbursement Agreements (Walter Safrit, City Attorney)
21 (Copy included as Exhibit D)

22 Budget Ordinance - CDBG Program Income (Kristin Jones, Assistant to the City Manager) (Copy
23 included as Exhibit E)

24 Motion to adopt the amended Pay & Classification Plan (Heather James, Human Resources Director)
25 (Copy included as Exhibit F)

26 Motion to award bid to Harper General Contracts for the Clearwell #1 and #2 Rehabilitation (Alex
27 Anderson, Director of Water Resources, Kristin Jones, Assistant to the City Manager) (Copy
28 included as Exhibit G)

29 Motion to approve the City of Kannapolis 2024 Federal Action Plan (Mike Legg, City Manager)
30 (Copy included as Exhibit H)

31 Resolution approving Sale of property at 409 & 413 N. Cannon Blvd. (Irene Sacks, Director of
32 Economic & Community Development, Walter Safrit, City Attorney) (Copy included as Exhibit I)

1 **BUSINESS AGENDA**

2 **PUBLIC HEARING - DA (2024-01) - McDonalds, LLC and MPV Kellswater LLC (Kellswater**
3 **Commons) - Conduct a Public Hearing and approve a Resolution approving the Ordinance for the**
4 **execution of the Development Agreement. (Richard Smith, Planning Director) (Copy included as**
5 **Exhibit J**

6 Mr. Smith provided a power point presentation explaining the project for consideration for the
7 above-described development agreement is a 1.598 +/- acre parcel, further identified as Cabarrus
8 County Parcel Identification Number 56023847880000, and is a proposed single tenant restaurant
9 facility located at or near Kannapolis Parkway and Rogers Lake Road. The development agreement
10 with McDonald's, LLC and MPV Kellswater, LLC., calls for the development of a McDonald's
11 restaurant. In accordance with the City's Wastewater Allocation Policy to "provide for the judicious
12 allocation" of the City's limited wastewater treatment capacity. The allocation process is
13 administered by issuing permits to projects which meet specified City interests and goals. In the
14 case of private commercial and residential permit recipients, it has become clear that once a permit
15 is awarded, it is necessary to require the developer to guarantee completion of the project, as
16 presented, within a specified time period. In the event of failure to meet these requirements, the
17 allocation could be rescinded and awarded to another qualified party. A Development Agreement
18 adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant
19 to the City Wastewater Allocation Policy.

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

23 Council Member Kincaid made a motion to approve a Resolution adopting an Ordinance for the
24 execution of the Development Agreement DA (2024-01) - McDonalds, LLC and MPV Kellswater
25 LLC (Kellswater Commons). Motion was seconded by Council Member Dayvault and approved by
26 unanimous vote.

27 **Resolution acknowledging and supporting U.S. Postal Service Zip Code alternate city line**
28 **addressing (Richard Smith, Planning Director, Annette Privette Keller, Director of**
29 **Communications) (Copy included as Exhibit K)**

30 Mr. Smith explained that The City of Kannapolis has grown exponentially over the last couple
31 of decades. One of the growing pains associated with this growth is our expansion into
32 previously unincorporated areas that have been traditionally recognized by the United States
33 Post Office as areas that use other jurisdictions as the postal location (i.e., Concord, Davidson,
34 China Grove). Since the City has grown at a rate that was not necessarily anticipated by the Post
35 Office and others, we have six postal zip codes within our corporate limits. Further, we also
36 have the relatively unique position of being located in two different counties.

- Kannapolis residents live in 8 different zip codes. (Concord, China Grove, Huntersville, Landis, & Davidson)
- Over 1/3 of the City's area (27%) is in a non-Kannapolis zip code.
- 50% of the City's total development is in a non-Kannapolis zip code.
- 48% of the City population is in a non-Kannapolis zip code).
- 81% of the City's largest businesses and industries are located in non-Kannapolis zip codes including: Amazon, Shoe Show, Stanley Black & Decker, Gordon Food Service, Inc., Linder Machinery, Stewart-Haas Racing, and Novant Health.
- 80% of the City's business growth is happening in the areas of the City that have non-Kannapolis zip codes.

Developing growth areas:

- Kannapolis Crossing, the new Northwest Middle and High Schools, the new Afton Ridge Public Library, and new businesses in the Afton Ridge area and N.C. 73, our major industrial/residential corridors are all in non-Kannapolis zip codes.

Over the years, this has caused confusion and concern related to shipments, emergency response, operating a business, and the establishment of community identity. Presently, over 20 percent of the City's population is now located in what have traditionally been considered non-Kannapolis zip code areas. It is also anticipated that by the year 2025, approximately 50 percent of the City's population will be located in non-Kannapolis zip codes.

Fortunately, Congress recognized a few years ago that this was a problem in our jurisdiction as well as others across the country. As a result, federal legislation was passed permitting multiple cities to use the same zip code designation for the entire municipal jurisdiction. As a result, it would be prudent to make current business owners aware that they can now officially use Kannapolis as their actual city since that is in fact where they are located. Existing businesses and residents now have the option of using their current city assignment (e.g., "Concord, NC") or "Kannapolis, NC" in areas that have not been traditionally recognized as Kannapolis addresses. Further, new businesses and new residents will now be assigned the address of the City of Kannapolis when they move into the City.

The Post Office, Cabarrus County, and Rowan County have recognized this legislative change and have already changed their systems; accordingly, these changes are already ineffective. If City Council agrees, staff will notify existing business owners of this change. As a result, we will have more and more addresses that are physically located within the City of Kannapolis that will now be using the City of Kannapolis as their address City as well. This should lessen the confusion over shipments as well as avoid any further confusion for emergency response.

1 Finally, it will also alleviate new residents being confused about what City they are located in.

2 Staff recommends proceeding with business owner notifications in order to reduce the confusion
3 over addresses that are actually located in the City of Kannapolis but are presently using other
4 jurisdictions as their city address. If Council agrees to proceed, Staff will make current business
5 owners aware of the zip code and addressing changes that are now in effect.

6 Council Member Dayvault asked if residents and businesses would be notified. Mr. Smith responded
7 that is the intention to notified those affected of the change.

8 Council Member Jackson asked how many businesses or residents would be affected. Mr. Smith
9 stated they did not have a specific number. Mr. Legg noted that no one has to do anything. All the
10 post office cares about are the zip code. It is encouraged that businesses to make the change due to
11 economic value and less confusion. Residents will be able to choose to either keep their current
12 addresses or change. Future addresses will be issued with the correct addresses.

13 Mrs. Privette Keller added the Post Office only wants the street name to be correct and the zip code.

14 Mayor Pro tem Wilson asked if the people living in Concord, can they change to a Kannapolis
15 address. Mrs. Privette Keller said the county has reached out to them, but there has been no feedback.

16 Mayor Pro tem Wilson said so, we don't know what the other people want to do, we just say what
17 we want to do but don't know how the other municipalities will react.

18 Mr. Legg stated what each jurisdiction does whether active or pro-active, is up to each individual
19 jurisdiction to decide. The City has been working on this for the almost two decades.

20 Mayor Hinnant added that a letter may still go through the Huntersville post office, or it may go
21 through the Concord or Davidson post office, so they may not see any difference, other than the
22 choice to list Kannapolis as an address even though they may be inside Davidson.

23 Council Member Dixon made a motion to approve a Resolution acknowledging and supporting U.S.
24 Postal Service Zip Code alternate city line addressing. Motion was seconded by Mayor Pro tem
25 Wilson and approved by unanimous vote.

26 **Discussion - NCRC Campus Horseshoe Property Improvements (Mike Legg, City Manager)**

27 Mr. Legg explained that Council previously heard a presentation from a small group of NCRC
28 campus partners presented a proposed "Learning and Wellness Garden" for the NCRC campus
29 aimed at creatively connecting what is happening in the research labs on campus with the larger
30 community. The intent of the project would be to promote healthy eating, wellness, and disease
31 prevention while educating the community. This project is in the early stages of discussion and
32 there are a number of questions that will need to be addressed by the organizers (funding for
33 construction, funding for operations, etc.).

1
2 Mr. Legg addressed several issues:

3 The first issue of importance is location. The organizing group has indicated a desire to locate this
4 project on 1-2 acres of the 9.48-acre property between City Hall and the Core Lab Building
5 (commonly referred to as the "Horseshoe Property"). This property was donated to the City by
6 Castle and Cooke in 2021. This property was originally contemplated by Castle and Cooke as an
7 urban park to complement the greater NCRC project.
8

9 When the NCRC expansion stalled after the 2007-08 great recession, the idea of a park at this
10 location was put on hold. The development of the property for a park has been considered as part
11 of two City Council planning retreats with limited support: in 2018 (27th out of 48 major projects)
12 and in 2021 (40th out of 58 major projects). The project is currently not in the draft Imagine
13 Kannapolis Strategic Plan, so any City funding needed to launch this project now would need to
14 be addressed if it were expected within the next 5 years. Past discussions about a potential project
15 on this site did not consider outside partnerships like the NCSU Learning and Wellness Garden
16 proposal.

17 If City Council had a desire to move forward with a physical improvement project on this property,
18 it is staff's recommendation that the following things should occur:

- 19 1. Add the project to the current Strategic Plan draft prior to its expected adoption in October
20 2024,
- 21 2. Add the park to the Parks and Recreation Master Plan as more than just open space,
- 22 3. Fund the completion of a preliminary site design to determine how (or if) the Learning and
23 Wellness Garden project can fit in a larger plan for the property.

24 Other off-campus sites are possibilities for the NCSU project, but it appears the desire is to have
25 it constructed on the NCRC campus. There are other properties that might work on the NCRC
26 but those are owned by either Castle and Cooke or Insite so a land acquisition would be
27 necessary.

28 Mayor Pro tem Wilson commented this area is taken for granted and is used a lot of people,
29 especially young families with children. A place they can take their dogs and kids can fly kites.
30 He feels before the City acts, the people need to be asked what they think.

31 Council Member Jackson's concern is the fact that we are not sure of the Core Lab's future. The
32 City still has a lot of projects that are not finished and also, we have a parking lot issue. He feels

1 we need to get a clear picture of other projects like the hotel and the loft project, before putting
2 more congestion when we are already facing parking issues.

3 Council Member Dayvault stated there are multiple campus partners that are willing to go out
4 and get private funding for some things that will contribute to the community like a state home
5 facility or building. It may not cost the City anything to see what kind of funding the group is
6 able to come up with. Other than the cruise-in's and Jiggy events, people out with their families
7 and dogs. There is no lighting, so after dark, it's pretty much desolate. It could be a very
8 attractive place and if it had been done the way it was promised back in 2005, may have
9 encouraged more development. If the group has the means to go out and raise money, or if it is
10 the City saying we are willing to talk about the three acres if you want to find the money to build
11 something, come back and we can talk about it. Regardless of what the Core Lab becomes, that
12 property should always be the community's property.

13 Council Member Berry asked if we have assurance to long term stability of our campus
14 partnership.

15 Council Member Kincaid said this is an area that people can do for a lot of things like weddings.
16 It can be publicized for a lot of things. When you put a building up in front of something, it takes
17 away from something else. He feels it should be put on a long-range plan so Council can really
18 dive into and make good decisions.

19 Council Member Dixon stated the City has not planned for it and feels it should be put on the
20 strategic plan so that it can be discussed.

21 Mayor Hinnant stated just as Mr. Dayvault suggested, if the group can find the money, there is
22 no reason for us to stop. Council has lots of projects that will be submitted in the future and will
23 have to prioritize on how things will fit into the tax revenue. He feels the easiest thing is to put
24 on the strategic plan.

25 Mr. Legg stated they need to define this project and it has been proposed to the campus partners
26 that Land Design along with staff and campus partners develop a design and can then decide if
27 this project makes sense.

28 **Resolution approving sole source repairs to West Avenue traffic circle signage and authorize**
29 **the City Manager to execute a purchase order (Walter Safrit, City Attorney) (Copy included**
30 **as Exhibit L)**

31 Mr. Dayvault explained that the West Avenue traffic circle was damaged by a Food Lion truck and
32 in looking at the costs, is incredible. He asked if the City recovered all the funds. Mr. Legg stated

1 the insurance company has set replacement cost of \$105,000. His question is do we really want to
2 spend that much for some that may be damaged again. Mrs. Keller Privette said the structure will
3 be rebuilt a little higher, better reinforced, and higher off the ground. Following general discussion,
4 Mayor Pro tem Wilson made a motion to approve a Resolution approving sole source repairs to
5 West Avenue traffic circle signage and authorize the City Manager to execute a purchase order.
6 Motion was seconded by Council Member Jackson and approved by unanimous vote.
7

8 **CITY MANAGER COMMENTS:** None
9

10 **CITY COUNCIL COMMENTS:** None
11

12 **SPEAKERS FROM THE FLOOR:**

13 Naomi Hatchell of 1804 Clay Street stated the City has the highest property tax. Her motivation for
14 being here is that she truly wants what is best for all the citizens in Cabarrus County. She stated
15 32% of people living in Kannapolis are single-parent families with 33% has someone over 60 years
16 old. The median income for Kannapolis is below North Carolina average and well below the
17 Cabarrus County average. But as a City, has the highest property tax rate. In the area she lives, the
18 median income is below \$46,000 and most that live here are on a fixed income, retired and/or have
19 young children and families. They own their homes and that makes a big difference. She is
20 concerned about the recent revaluations in Cabarrus County. She asked that urged Council to go
21 revenue neutral.
22

23 Phil Goodwin of 1005 Central Avenue said that Steve Morris has an incredible video on You Tube
24 explaining the tax rate and that it was expected to be a lot lower than initially announced. Mr.
25 Goodwin commented on the West Avenue sign and possibly adding a railing so that a truck would
26 hit the railing first. He also asked about the City televising the Council Meetings. He understands
27 there is money in the budget for a company to come in and record the meetings and send out to the
28 public.
29

30 He keeps hearing about the recent transactions, noting that it will not go away. He feels the City
31 needs to do everything possible to improve the reputation of the City. If you take the legal side out
32 of it, the ethical side and all the other things, it comes down public damage to the people that sit up
33 here and the image of Kannapolis. It is his hope that we can get this resolved. He feels there needs
34 to be an agreement between seven people sitting on this Council. Noting the common purpose is to
35 serve the people of Kannapolis.
36

37 Lauren Goodwin of 1646 Summit Ridge Lane stated she also got a letter in the mail from Cabarrus
38 County with the new revaluation. Her property doubled in value and plans to appeal the decision.
39

1 She also has concerns about the tax rate and the effect. She is concerned about the tax bill doubling
2 and concerns for her young family. She knows there are a lot more people who are more vulnerable
3 than her family and she wanted Council to know that is matters deeply.
4

5 Zac Erwin of 903 Applewood Avenue stated he spoke to Council last month regarding the issue of
6 Mr. Kincaid's reinstatement to the City Council. He believed at that time had made his peace but
7 has had a change of heart. Mr. Erwin said the City knew that Mr. Kincaid was in negotiations with
8 CCM in late 2023 regarding potential purchase of the Caremoor property. Appropriately Mr.
9 Kincaid recused himself from Council meetings and any meetings that involved the discussion of
10 that property and use of that property. The City knew the purpose of recusing Mr. Kincaid and the
11 City knew the purpose of his resignation. Although you may disagree with it and others on the
12 Council may have disagreed with it, the City knew the reason Mr. Kincaid recused himself of an
13 apparent conflict of interest with the sale of property. Mr. Erwin continued that once the sale was
14 finalized, Mr. Kincaid was no longer on Council. No problem, no issue. The money that the City
15 offered to CCM in the form of a grant was paid to CCM with the knowledge that money would be
16 going to the purchase of the Caremoor facility. On January 8, the City knew, and the Council knew
17 that the sale had been finalized, but yet the Council chose to reappoint Mr. Kincaid to the Council
18 knowing he had just received \$3m in taxpayer funds from the sale. He did not receive it directly,
19 but indirectly. It is common knowledge now and forever that money ended up in Mr. Kincaid's
20 hands and that he ended up back on City Council. He stands today, asking for Mr. Kincaid's
21 resignation on City Council.
22

23 Angela Hale of 607 Peacehaven Road spoke on the tax rate. She said they all took a 30% increase
24 in taxes less than 5 years ago. If you do an average that is a 95% increase in taxes within 5 years.
25 What that will do to everyone owning a house is a \$150 per month increase. People on fixed incomes
26 cannot afford that. You can get tax help from the county but have to make around \$37,000. Someone
27 who gets social security and a small pension they are making \$48,000 a year, that money is now
28 gone. They have to decide between medicine and food. She asked that Council adopt a revenue
29 neutral budget. She reads online the City Council minutes on a regular basis and is amazed by all
30 the spending the City does. Council does not think about how they spend our money. She sees all
31 the money spent in Parks and Recreation. She agrees we need these things, but we also need to think
32 about infrastructure. She still has a water leak in her neighborhood 15 years later. You can't go
33 anywhere in this City and not see a water leak or pothole and is all because of the development you
34 have allowed to happen. It is nice to have a park to go to, but if we don't have water in our houses
35 and have roads that don't damage our tires, we aren't going to have a City. She owns rental property
36 and has to tell her tenants she will have to go up on their rent. She asked that Council think about it
37 before you approve these projects.
38
39

1 Charles Graham of 1385 Partee Lane, China Grove asked to get clarity on the sale with Mr. Kincaid.
2 He saw it on the news and a lot of friends and family asked him about it. He is a licensed minister
3 in this City. He would like to know what went on and if it was legal.
4

5 Dr. Beverly Lessane of 521 North Cannon Blvd. stated she is a primary care physician practicing in
6 Kannapolis several years. She is a voice for 100 plus residents and businesses owners in Kannapolis
7 who has the same concern as Mr. Graham. Dr. Lessane read a prepared statement for Council to
8 address this serious issue. She has a petition of over 100 plus citizens and business owners in
9 Kannapolis regarding the status of Council and Mr. Kincaid's membership with the Council. Dr.
10 Lessane did not present the Clerk with a copy of the petition, so no record is on file.
11

12 Donald Ray Council of 506 Plymouth Street stated he presents 1159 people in Kannapolis who took
13 the time to drive to the polls and vote for Milton Smith. He knows what happened a couple of weeks
14 ago when a gentlemen asked to address Council. The next thing you know, he wanted to have a
15 discussion, somehow it came to a vote. Was it legal, the Attorney said it was and quoted the law,
16 that is fine, but was it morally right. He noted that back in the 50 or 60's, he could not sit with any
17 of you in the theater downtown, was it right legally, yes, was it morally right, no. I could not go into
18 a restaurant and sit with my constituents at that time. Was it legal, yes, was it morally right, no. So,
19 what am I saying tonight is what happened a few weeks ago may have been legal, but was his
20 question was it morally right. The way it was done, feels could have been done another way. It could
21 have been publicized. It may have turned out the same way, but the way it was done, puts a mark
22 on the Kannapolis City Council. Each one of you wear that badge. Think about that.
23

24 Mr. Kincaid asked to speak.
25

26 Council Member Kincaid stated there are over 900 children in Cabarrus County and the Kannapolis
27 school system sleeping in cars tonight. Tonight is not a bad night as we have had some bad nights,
28 but do you think it was ethical for those children to sleep in a car with their mother and get up the
29 next morning and go to school. Would you want your child to do that, and you are talking about low
30 housing. There could be more and more every day. I have been on Council for 14 years and I know
31 for the last 14 years we have been trying a way to end homelessness. Homelessness as itself is very
32 hard to do, but with the help of CCM and what they do, came up with a way on how to deal with
33 mothers and children. I have owned and operated Caremoor Retirement center for 33 years as an
34 assistant living facility in taking care of the elderly. I am retired and was going to sell my property
35 to somebody, it did not matter who. Mr. Hosack said came up with an idea to help the kids and
36 mothers get out of cars. We talked about this, there were four attorneys looking at this, it was not
37 unethical, it is not illegal to him, it is moral but yet he sits here in judgment because you feel that
38 you had rather have children out living out of cars. As I sit and hear this, have no intention of
39 resigning.

1
2 I was elected to this Council and just because you don't agree with where the money came from,
3 which was not the citizens money, it was a grant from the government to go toward to the women
4 and children who are homeless. Why would you stop the money from the government that is going
5 to help the children. The deal is done and is not going way. The only way it is going to go away is
6 to stop talking about and make something good of it. As I have told everyone, if you want to know
7 the truth, call me. I've not had one to call me yet. So, some of you don't really care to know what
8 the deal is. I'll sit down with a group or individually, and tell you our plan, but I don't think anyone
9 wants to know the truth.

10
11 **CLOSED SESSION - GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve**
12 **the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the**
13 **location or expansion of industries or businesses in the area (Mayor Pro tem Wilson)**

14 Mayor Hinnant announced there will be no closed session held tonight.

15
16 Mayor Pro Wilson made a motion to adjourn. Motion was seconded by Council Member Dixon and
17 approved by unanimous vote.

18
19 The meeting adjourned at 7:50 PM on Monday, February 26, 2024.
20
21

22
23 _____
Milton D. Hinnant, Mayor

24
25 _____
26 Bridgette Bell, MMC, NCCMC
27 City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Gary Mills, Parks & Recreation Director
Subject: **RESOLUTION** - Approving the Parks and Recreation Comprehensive Masterplan

Action Requested by City Council

Motion to approve a Resolution approving the 2024-2034 Parks and Recreation Comprehensive Masterplan

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The existing 2014-2024 Parks and Recreation Masterplan is about to expire. We began the process in late 2022 of revising the existing Masterplan by conducting a statistically valid community wide parks and recreation survey with those findings having been previously presented to council. With input from this survey, the Parks and Recreation Commission (also acting as the focus group for the Imagine Kannapolis Strategic Initiative), and additional input from community meetings, recommendations were developed and the new Masterplan has been completed.

A representative from our consultant will present the findings and recommendations for the new Masterplan. Without approval of the new Masterplan, the City's request for grants will not score well, which in turn will limit our ability to seek outside funding sources. This Masterplan will assist in the guidance for additional recreational facilities into the future. Attached is the Resolution adopting the 2024-2034 Parks and Recreation Comprehensive Masterplan. **A copy of the plan will be distributed at the meeting.**

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve the Resolution Adopting the 2024-2034 Parks and Recreation Comprehensive Masterplan (Recommended)**
2. Take no action.
3. Defer action to a future meeting.

Attachments

1. Comp Plan Resolution 2024

**RESOLUTION ADOPTING
THE CITY OF KANNAPOLIS, NORTH CAROLINA
2024 PARKS AND RECREATION MASTER PLAN**

WHEREAS, the Mayor and City Council of the City of Kannapolis, as a representative, public entity, acknowledges the importance of parks and recreation, public trails, open space, and recreational programming as an essential resource for achieving and maintaining community health, economic stability, and long-term community prosperity, and

WHEREAS, the City of Kannapolis seeks to improve community access to recreational facilities and programs for purposes of physical and mental health is a fundamental component of community life, and

WHEREAS, the City of Kannapolis aspires to the continued vitality and well-being of its citizens who value outdoor activity, scenic beauty, greenspace, alternative transportation, and character development through organized sports and team activities, and

WHEREAS, the City of Kannapolis acknowledges the importance of good stewardship and proper management of open lands, waterways, greenspaces, trails, and woodlands, and

WHEREAS, through education and proactive community engagement, including public meetings, community surveys, focus groups and meetings, a comprehensive plan has been created to identify community expectations for parks and recreation facilities and programming.

NOW, THEREFORE, the Mayor and City Council of the City of Kannapolis, approve this RESOLUTION ADOPTING THE CITY OF KANNAPOLIS 2024-2034 PARKS AND RECREATION MASTER PLAN AS A GUIDING PUBLIC DOCUMENT FOR THE IMPLEMENTAION AND DEVELOPMENT OF A ROBUST AND COORDINATED PARKS AND RECREATION PROGRAM OF FACILTIES AND SERVICES FOR THE RESIDENTS OF KANNAPOLIS.

Adopted this day, the 25th day of March 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Gary Mills, Parks & Recreation Director
Subject: **RESOLUTION** - Support to apply for a Parks and Recreation Trust Fund Grant

Action Requested by City Council

Approve a Resolution of support for applying for a Parks and Recreation Trust Fund Grant (PARTF) for the development of the Eastside Park

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City purchased 33 acres off of Midlake Ave in 2017 for a new Eastside Park. The Masterplan for the park was developed after public input meetings in 2019 and approved by City Council that same year. The park plan provides numerous requested amenities from both the 2014 Masterplan and this year's Masterplan to include picnic shelters, walking trails, access to area lakes, playgrounds, dog park, a splashpad and open space. The Eastside Park was brought back as a priority project this past year and the department is seeking outside funding assistance to help offset the park development expenses. The NC Parks and Recreation Trust Fund (PARTF) is an ideal grant program to seek funds for this park development. The City has obtained \$1 million dollars previously in PARTF funding, but none since 2005. This park project is ideally suited for receiving a PARTF grant due to its diversity of amenities and since the City has not sought this grant funding in 19 years.

The City held another public meeting to re-present the Masterplan for the project on February 29th of this year and 70 families attended to see the park plans. There was overwhelming support for the project and one individual even presented a petition with over 200 names in support of the project. One item the neighbors requested wasn't in the park itself, but was to add sidewalks on Midlake, so the residents could more easily and safely access the new park facility. The City recognizes this as a need in the future. It should also be noted that there are no City park facilities east of Main Street. The Parks and Recreation Commission unanimously supported moving forward with the PARTF application at their March 12th meeting.

There are a number of approvals the City must have to apply for the grant, and a resolution of endorsement by the elected officials is one of those items. We are seeking approval to apply for the PARTF grant seeking **\$500,000** in funding; the City will over match the grant with approximately **\$4.7 million dollars** for a total of an estimated **\$5.2 million dollar** project. Grants are to be awarded in August of this year and the City will have 3 years to complete the park project. The deadline for the submittal is May 1st of this year, but there is still a lot of work to do before then. The intent would be to go ahead and start the surveys, project design, and environmental studies now, so the project will be close to ready to go to bid by the end of the summer.

Attached is a copy of the site specific Masterplan, an approximate cost breakdown of the project, Basic Facts and Assurances form, as well as the endorsement Resolution to submit to the state.

Fiscal Implications

The City of Kannapolis will be seeking a PARTF grant in the amount of \$500,000 to assist in the development of the Eastside Park. The total project cost is estimated to be around \$5.2 million. If the grant is received, the City's responsibility will be around \$4.7 million.

Policy Issues

none

Legal Issues

none

Recommendations and Alternate Courses of Action

1. **Approve a Resolution of support for PARTF grant application for the Eastside Park (Recommended)**
2. Take no action.
3. Table to a future meeting.

Attachments

1. Eastside Park PARTF Site Plan 2024
2. PARTF grant support resolution 2024
3. PARTF 2024 Eastside Park Basic Facts and Assurances
4. PARTF 2024 Eastside Park Project Cost Estimate

Kannapolis Eastside Park | PARTF Site Plan

Kannapolis, NC

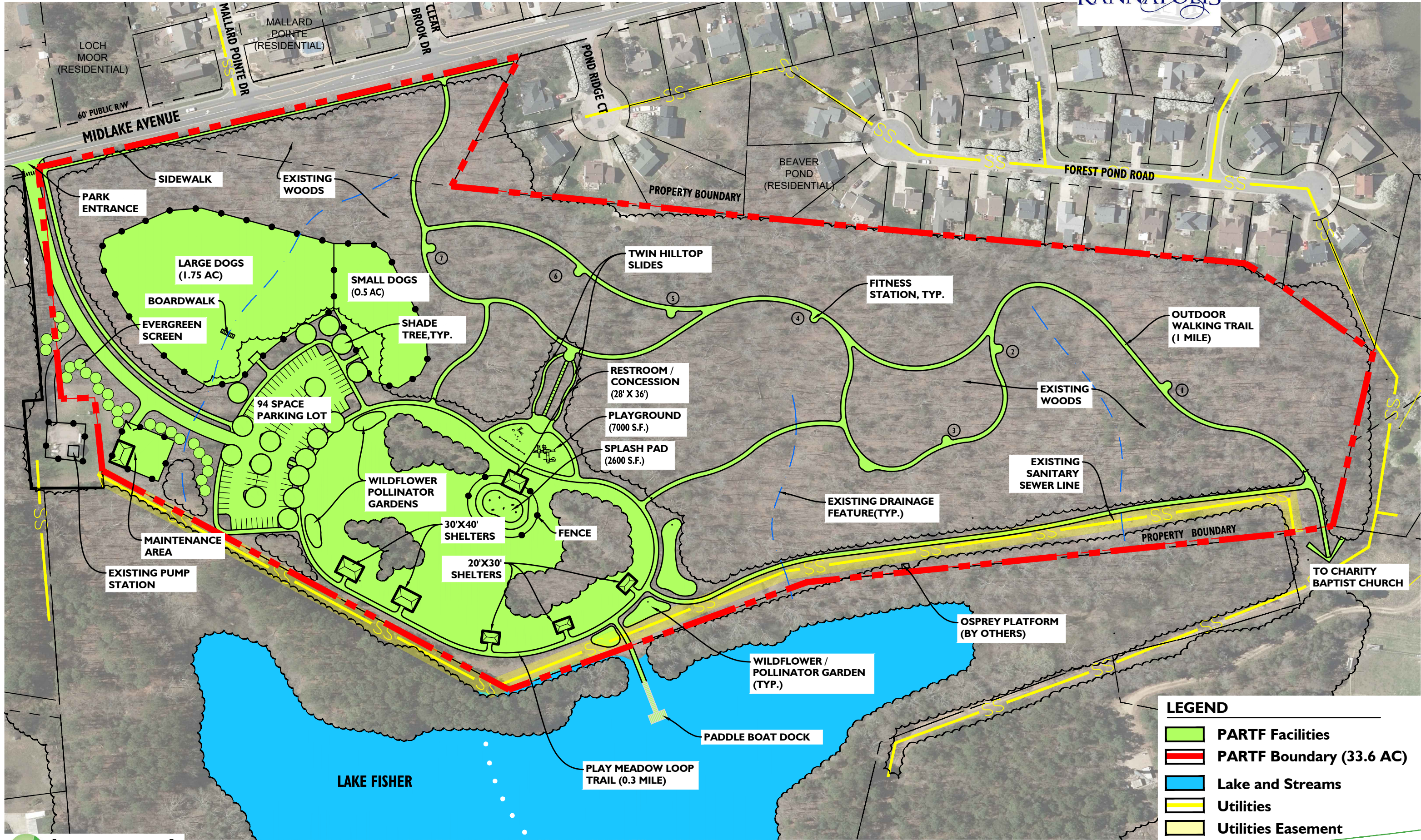




NORTH



SCALE: 1"=150'



LEGEND

-  PARTF Facilities
-  PARTF Boundary (33.6 AC)
-  Lake and Streams
-  Utilities
-  Utilities Easement

**A RESOLUTION ADOPTING
THE CITY OF KANNAPOLIS, NORTH CAROLINA
2024 PARKS AND RECREATION TRUST FUND APPLICATION
FOR THE EASTSIDE PARK**

WHEREAS, the Mayor and City Council for the City of Kannapolis, as a representative, public entity, acknowledges the importance of parks and recreation, public trails, open space and recreational programming as an essential resource for achieving and maintaining community health, economic stability, and long-term community prosperity, and

WHEREAS, the City of Kannapolis seeks to improve community access to recreational facilities and programs for purposes of physical and mental health is a fundamental component of community life, and

WHEREAS, the City of Kannapolis has adopted the 2024-2034 PARKS AND RECREATION MASTER PLAN that aspires to the continued vitality and well-being of its citizens who value outdoor activity, scenic beauty, greenspace, alternative transportation, and character development through organized sports and team activities, and

WHEREAS, the City of Kannapolis acknowledges the importance of good stewardship and proper management of open lands, waterways, greenspaces, trails and woodlands, and

WHEREAS, through education and proactive community engagement, including public meetings, community surveys, focus groups and meetings, a comprehensive plan has been created to identify community expectations for development of a Kannapolis park facility to be located on the east side of Kannapolis on Midlake Avenue.

NOW, THEREFORE, the Mayor and City Council of the City of Kannapolis, firmly support and adopt this resolution of the 2024 NC Parks and Recreation Trust Fund application in the amount of \$500,000.

Adopted this 25th day of March, 2024

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

N.C. Parks and Recreation Trust Fund (PARTF): 2023-2024 Basic Facts and Assurances

Local Government Name: City of Kannapolis		County: Cabarrus	
Federal Employer I.D. Number: 56-1452469			
Local Government Contact Person for the Grant: Name: ☒ Mr. ☐ Ms. Gary Mills Title: Director of Parks & Recreation Organization: City of Kannapolis Mailing Address: 401 Laureate Way City/State/Zip: Kannapolis, NC 28081 Telephone: 704-920-4340 E-mail: gmills1@kannapolisnc.gov (must be an employee of the sponsoring local government)		Local Government Manager: Name: ☒ Mr. ☐ Ms. Mike Legg Title: City Manager Mailing Address: 401 Laureate Way City/State/Zip: Kannapolis, NC 28081 Telephone: 980-521-0274 E-mail: mlegg@kannapolisnc.gov	
Chief Elected Official: Name: ☒ Mr. ☐ Ms. Darrell Hinnant Title: Mayor Mailing Address: 401 Laureate Way City/State/Zip: Kannapolis, NC 28081		Type of Project: ☐ Land Acquisition Only ☒ Development Only (construction or renovation) ☐ Land Acquisition and Development	
Site Control (check all that apply): ☒ Owned by local government ☐ To be obtained with this land acquisition project ☐ Has been obtained for this land acquisition project using an approved waiver that expires on this date: _____ ☐ Leased by applicant for 25 years or more ☐ Easement ☐ Owned by school board		Costs rounded to nearest dollar: PARTF funds requested: \$ <u>500,000</u> .00 Local government's matching funds: \$ <u>4,700,000</u> .00 Total cost of project \$ <u>5,200,000</u> .00	
Recreation Resources Service (RRS) regional consultant: Trey Fouche			
Project Name: Kannapolis Eastside Park			
Is this an LWCF-funded park on these lists of NC projects? ☐ yes ☒ No If yes, list the grant number(s):			
Certification and Approval by Local Governing Board I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application has been approved by the local governing board.			
Chief Elected Official			
(Print or Type Name and Title) Mayor Darrell Hinnant		(Signature)	
If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.			
This form must be complete in its entirety for your application to be considered			

Project Costs

Applicant: City of Kannapolis

Project Name: Eastside Park

Project Elements	Unit	Unit Cost	Total Item Cost
New Building Costs			
Picnic Shelters (five shelters with grills, picnic tables, and trash receptacles)	Each	\$65,573	\$332,685
Playground (play structure, accessible surfacing, edging)	Lump Sum	1	\$258,285
Play Meadow and Native Landscaping and irrigation	Acres	1.5	\$149,000
Splash Pad-4,000 SF	Square feet	\$119	\$476,000
Fitness Stations-7 stations	Each	\$4,715	\$33,005
Floating Dock with Paddle boats	Lump Sum	1	\$135,000
Walking Trail	5,300 linear ft.	\$135 / LF	\$715,500
Dog Park	Acre	2	\$217,000
Maintenance Building	1,100 SF	1	\$279,000
Restroom Building	1,300 Square feet (SF)	\$455 / linear foot	\$591,500
Parking Lot - paved for 94 cars	Lump Sum	1	\$150,000
Site Preparation (clearing, grading, and erosion control)	14 acres	\$78,752	\$1,102,528
Utilities	L. Sum	1	\$210,497
☐ Cost to Build			\$4,650,000
Contingency for the Cost of Building			
Contingency	LS	1	\$152,500
Planning and Design Costs (Professional Services)			
Construction management, site planning, design, survey, preparing the application, geotechnical engineering, architect	LS	1	\$397,500
Total Project Cost			\$5,200,000
Total PARTF Grant Request			\$500,000
Total Local Match			\$ 4,700,000



Kannapolis City Council

City Council Agenda Staff Report
March 25, 2024

To: Mayor and City Council
From: Mike Legg, City Manager, Walter Safrit, City Attorney
Subject: **DISCUSSION** - Safety Changes for City Council and Board and Commission Meetings

Action Requested by City Council

Consider one of five options regarding the safety and security of public meetings in the Laureate Center at the Kannapolis City Hall.

Required Votes to Pass Required Action

Requires 2/3's vote or 5 votes

Background

A concern has been raised regarding the safety and security of City Council meetings and other citizen-led board meetings (Planning Board, Board of Adjustment, etc.) held in the Laureate Center. Since 1995, the City has had in place an ordinance (Section 11-1.1 of the City Code) that prohibits all weapons in City buildings with certain exceptions for law enforcement, active military, etc. A copy of this section of the current code is attached. Since 1995, there has been no active enforcement of this prohibition. Compliance has essentially been via the honor system. This is similar to the way the majority of local governments in North Carolina operate their meetings.

Staff believes there are four primary options to consider to address this issue:

1. **Take no action.** To date and to the best recollection of those that have been with the City for several decades, the City has not experienced any incidents at public meetings related to a weapon of any kind. Obviously, that is not implying that an incident would not and could not occur, but to date the City has been fortunate to avoid this kind of occurrence. Of course, this is by no means a fool-proof solution. The risk is always there for an incident to occur.
2. **Direct staff to increase the presence of police officers at public meetings in the Laureate Center.** At least one police officer (usually the Chief) attends virtually all City Council meetings. There is typically no police presence at meetings of citizen-led boards and commissions. This presence could be increased for City Council meetings (two officers) and 1-2 added for other citizen-led board meetings. Additional monitoring of the parking lots before and after the meetings could be an added level of safety enhancement.
3. **Amend the current weapons prohibition Ordinance to specifically allow for those with concealed carry permits to possess them in City buildings.** Since 2014, this has been the policy of both Rowan and Cabarrus counties for most county buildings and properties. In some jurisdictions, this is a Constitutional/2nd Amendment issue. That may also be a philosophical position of members of City Council. However, in this context, the change would be more practically focused on permitting individuals to protect themselves in the situation of a violent encounter, since there would not be any practical assurances that some in the meeting may be illegally carrying hand guns and some may not (due to their compliance with the

ordinance prohibition). It should be noted that Chief Spry is not in favor of this option; his opinion is that allowing hand guns in an enclosed area with a relatively high density of people presents a potential set of challenges that is hard to manage should an incident occur.

- 4. Actively enforce the current weapons prohibition for City Council and other Board and Commission meetings. This would involve several new protocols for these meetings:**
- a. Sworn officers would be assigned to each public meeting (about 50 per year) to manage the screening of meeting participants.
 - b. Two hours prior to the meeting, mobile metal detection equipment will be moved from storage to the single entry point in the gallery outside the Laureate Center (General Services Department). The walk through equipment will be more efficient than handheld wands, but both options would be explored by the Police Department.
 - c. Large bags would be subject to search. Typically, belts, jewelry, etc. would not have to be removed.
 - d. At least an hour prior to the meeting, the Laureate Center would be swept by police officers, and it would be locked down at that point via the I.T. Department (badges would no longer work for access to the Laureate Center). All meeting participants (including all City staff and members of City Council or other citizen board members) would be required to enter the Laureate Center at the single entry point. If anyone were to exit the Laureate Center at any time, re-entry would be at the single entry point.
 - e. Meeting participants will be encouraged to arrive early to avoid waiting in line for entry to the meeting.

In recent years, a few similarly sized cities in our region have implemented this approach (Concord in 2020 and Gastonia in 2022). This equipment is the only option for detecting weapons or metal objects concealed on one's person. It is not feasible or prudent for us to physically search every individual entering the building. One additional consideration is that there may be a perception by some that providing increased security measures for certain meetings versus everyday activities (i.e., added security for employees and visitors) is unfair. To address that, City staff is developing plans as part of a planned City Hall renovation project to tighten security for the entire building. However, those changes will likely not be to the same extent of the security contemplated in this staff report as it related to public meetings.

Fiscal Implications

A very preliminary cost for the equipment is estimated to be between \$5,000 and \$10,000 (potentially less expensive if only hand held wands are used). The cost of Police Department staff time (and General Services staff time) would be absorbed in the budget. However, this would add some level of strain to the Police Department in managing its officer's time. Of course, this would be the case with added police presence of any kind.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

City Staff believes there are five options:

1. Take no Action.
2. Motion to direct City Staff to increase police presence at all public meetings in the Laureate Center.
3. Adopt Ordinance allowing for those with concealed carry permits to possess handguns in City facilities.
4. Adopt Resolution establishing enhanced security measures to actively enforce the prohibition of weapons at City Council and Board and Commission meetings.
5. Table the action to a future date.

This is purely a City Council policy issue. The Police Chief does not recommend Option 3 above. Staff believes that all of the other options have pros and cons but are reasonable actions for City Council to consider.

Note: a 2/3 majority of present City Council members is required for adoption of the Ordinance (first reading). All other options require only a simple majority of City Council members present.

Attachments

1. Current Weapons Prohibition in City Buildings Sec. 11-1.1.
2. Ordinance Permitting Concealed Carry of Handguns
3. Resolution establishing enhanced security measures to actively enforce the prohibition of weapons in Public Meetings

Current City Ordinance (adopted August 28, 1995):

Sec. 11-1.1. - Weapons prohibited on city property.

- (a)** Prohibited. Except as provided in subsection (b) below, all persons are prohibited from possessing weapons as defined in G.S. 14-269 upon any building or property owned, occupied or controlled by the City of Kannapolis pursuant to GS 14-415.11(c) and GS 14-415.23.
- (b)** Exceptions. This prohibition shall not apply to the following persons:

 - (1)** Officers and enlisted personnel of the armed forces of the United States when in discharge of their official duties as such and acting under orders requiring them to carry weapons.
 - (2)** Civil officers of the United States while in the discharge of their official duties.
 - (3)** Officers and soldiers of the militia and national guard when called into actual service.
 - (4)** Sworn law enforcement officers.
 - (5)** Animal control officers when in discharge of their official duties as such and acting under governmental policies or regulation authorizing them to carry weapons.
- (c)** Notice posted. A conspicuous notice shall be posted at each entrance to any property set forth in subsection (a) above stating: "POSSESSION OF WEAPONS OR CARRYING A CONCEALED HANDGUN IS PROHIBITED."
- (d)** Penalties.

 - (1)** Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined five hundred dollars (\$500.00) or imprisoned for six (6) months or both.
 - (2)** Weapons possessed in violation of this ordinance are hereby declared to be contraband. The chief of police or his designee shall hold such weapon for disposal pursuant to court order. In the absence of any court order, the weapon shall be destroyed.
 - (3)** Should any provision of this section be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

ORDINANCE

WHEREAS, Kannapolis City Code Chapter 11, Article I, Sec. 11-1.1 (a), prohibits the possession of weapons in or upon any building or property owned, occupied and controlled by the City of Kannapolis; and

WHEREAS, there are exceptions to this general prohibition; and

WHEREAS, it is in the interest of the City Council to include an additional exception for persons who carry a handgun and have a concealed handgun permit.

NOW THEREFORE, BE IT ORDAINED that the following amendment to Kannapolis City Code Sec. 11-1.1 adding subsection (6) is hereby adopted:

1. “Sec. 11-1.1. Weapons Prohibition on City Property.
 (b) Exceptions. This prohibition shall not apply to the following persons:
 (6) Persons carrying a concealed handgun in accordance with NCGS Chapter 14, Article 54 B.”
2. This Ordinance is effective upon adoption.

Adopted this 25th day of March, 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**RESOLUTION ESTABLISHING ENHANCED SECURITY MEASURES TO ACTIVELY
ENFORCE THE PROHIBITION OF WEAPONS
AT CITY COUNCIL AND BOARD AND COMMISSION MEETINGS**

WHEREAS, on August 28, 1995, the Kannapolis City Council adopted an ordinance that prohibits the possession of weapons as defined in NCGS 14-269 within any building or property owned, occupied, or controlled by the City of Kannapolis pursuant to NCGS 14-415.11(c) and NCGS 14-415.23 (the “Ordinance”); and

WHEREAS, the Ordinance includes certain exceptions for personnel of the armed forces, civil officers, national guard members, sworn law enforcement officers and animal control officers, and

WHEREAS, in accordance with the Ordinance, the prohibition has been conspicuously posted at all entrances to City properties; and

WHEREAS, the Ordinance provides for penalties for violation including being charged with a misdemeanor with fines and imprisonment options and confiscation and destruction of any weapons as contraband; and

WHEREAS, it appears that since its adoption in 1995, no active enforcement of the Ordinance has been ordered by the City Council, City Manager, or the Police Chief; and

WHEREAS, over the past several years an increasingly tense political environment has been growing locally, regionally, and nationally; and

WHEREAS, the Kannapolis City Council believes it is prudent to take measures to improve the safety and security of public meetings held at City Hall in its Laureate Center; and

NOW, THEREFORE, BE IT RESOLVED, that the Kannapolis City Council establishes the following enhanced security measures for the purpose of actively enforcing the prohibition of possessing weapons at City Council meetings and citizen-led Board and Commission meetings held in the Kannapolis City Hall - Laureate Center:

1. Sworn officers will be assigned to each public meeting to manage the screening of meeting participants.
2. Metal detection equipment will be used to screen all participants at each public meeting. The type of equipment used will be at the discretion of the Police Chief.
3. Large bags will be subject to search.
4. For a period of time prior to the meeting start time, the Laureate Center will closed to access by anybody other than sworn law enforcement officers to allow for securing of the meeting space. This schedule will be at the discretion of the Police Chief in consultation with the City Manager and City Clerk.

5. Upon reopening of the Laureate Center for the meeting, all meeting participants (including all City staff and members of City Council or other citizen board members) will be required to enter the Laureate Center at the single Police Department managed entry point. All persons leaving the Laureate Center during the meeting will be required to reenter the Laureate Center at the single entry point.

BE IT FURTHER RESOLVED, that the Kannapolis City Council recognizes that the above described measures may be subject to adjustment and the City Manager and Police Chief are authorized to adjust these measures provided that the spirit and intent of this Resolution is adhered to.

BE IT FURTHER RESOLVED, that the measures described above are not intended to be applied more broadly to City buildings and facilities other than the public meetings described herein; however, the Kannapolis City Council encourages the City Manager to continually explore other measures to improve the safety and security of all City-owned buildings and properties.

Adopted this 25th day of March, 2024

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk