



**CITY COUNCIL
WORK SESSION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS NC
APRIL 8, 2024
4:30 PM**

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

COMMUNITY ORGANIZATION AND CITY DEPARTMENT SPOTLIGHT

- A Community Organization Spotlight: Kannapolis City Schools (Kevin Garay , Superintendent of Kannapolis City Schools)
- B City Department Spotlight: Communications Department (Annette Privette Keller, Director of Communications)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

- A National Telecommunicators Week April 14-20, 2024 (Darrell Hinnant, Mayor)
- B National Volunteer Week April 14-20, 2024 (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A **BUDGET AMENDMENT** - Appropriating insurance proceeds for vehicle maintenance (Kristin Jones, Asst. to the City Manager)
- B **RESOLUTION** - Approving Google Fiber Utility Encroachment Master Permit Agreement (Wilmer Melton, Assistant City Manager)

BUSINESS AGENDA

- A **PUBLIC HEARING** - Text Amendment TA-2024-01. Kannapolis Development Ordinance Updates (Richard Smith, Planning Director)
- B **UPDATE** - City Hall Renovations and Reconfiguring the Parallel Parking Spaces in Front of City Hall (Eddie Smith, Deputy City Manager)
- C **PRESENTATION & DISCUSSION** - FY 25 Budget & Imagine Kannapolis Strategic Plan (Mike Legg, City Manager, Kristin Jones, Asst. to the City Manager)

D VOTING DELEGATE - NCLM City Summit (Mike Legg, City Manager)

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
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Kevin Garay , Superintendent of Kannapolis City Schools
Subject: Community Organization Spotlight: Kannapolis City Schools

Action Requested by City Council

Presentation

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Kannapolis City Schools Superintendent Kevin Garay will provide an update.

Fiscal Implications

N/A

Policy Issues

N/A

Legal Issues

N/A

Recommendations and Alternate Courses of Action

Presentation Only

Attachments

None



Kannapolis
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Annette Privette Keller, Director of Communications
Subject: City Department Spotlight: Communications Department

Action Requested by City Council

Presentation Only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Communications Director Annette Privette Keller will provide an update on the activities of the Communications Department.

Fiscal Implications

N/A

Policy Issues

N/A

Legal Issues

N/A

Recommendations and Alternate Courses of Action

Presentation Only.

Attachments

None



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

National Public Safety Telecommunicators Week
April 14-20, 2024

WHEREAS, National Public Safety Telecommunicators Week is observed every year during the second week of April to honor those dedicated telecommunication personnel who play a crucial role in public safety. These unsung heroes work behind the scenes, handling emergency calls and ensuring timely assistance for millions of lives. Without their tireless efforts, countless lives would be at risk, and

WHEREAS, emergencies can occur at any time requiring the prompt response of law enforcement, firefighters, and paramedics; and is critical to the protection of life and preservation of property, and

WHEREAS, public safety dispatchers are the single vital link for our law enforcement and fire personnel by monitoring their activities by radio. The professional Public Safety Telecommunicators are more than a calm and reassuring voice at the other end of the phone, they are highly trained individuals, prepared and ready to ensure the safety of our police officers, firefighters and EMS personnel who dependent upon the quality and accuracy of information obtained from citizens that call the Kannapolis E-911 Communications Center, and

WHEREAS, each Public Safety Telecommunicator exhibits compassion, understanding and professionalism during the performance of their job. We owe a great debt to the men and women for the exceptional job they do each day in the field of emergency communications.

NOW, THEREFORE IT BE RESOLVED that the Mayor and City Council of the City of Kannapolis proclaim the week of April 14-20, 2024, as:

“TELECOMMUNICATOR WEEK”

in the City of Kannapolis and ask the citizens of Kannapolis to take time to acknowledge these dedicated telecommunicators and the magnificent work that these men and women do every day. Between the thin blue line and the thin red line, lies the thinnest gold line. This gold line represents those who rarely are seen, but mostly heard. Dispatchers are the golden glue that holds it all together.



IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this the 8th day of April 2024.

Milton D. Hinnant



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
P R O C L A M A T I O N
NATIONAL VOLUNTEER WEEK
April 14-20, 2024

WHEREAS, there are volunteers in our community who give their time and effort to help others through their church, community organizations, service clubs, schools, hospitals, charitable organizations, and other worthy endeavors, and

WHEREAS, every day, volunteers help shape the policies that keep our City moving forward and City government could not function without volunteers who serve on our boards, commissions, task forces and committees, and

WHEREAS, the theme for National Volunteer Week 2024 is *Every Moment Matters*. It highlights the importance of every volunteer and each contribution they make at a moment when we need support more than ever. The sharing of time, skills, empathy, and creativity is vital to the inclusivity, strength, and wellbeing of our communities, and

WHEREAS, National Volunteer Week is an opportunity to thank all the thousands of volunteers across the country who keep many organizations running, communities safe and provide services that otherwise would not exist without volunteers. It's time to consider volunteering or providing support to those organizations vital to our community.

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 week of April 14-20, 2024, as National Volunteer Week in the City of Kannapolis and honor the hard work and selfless dedication of our volunteers who make our City a better place to live and work.



IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 8th day of April, 2024.

Milton D. Hinnant



Kannapolis
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Kristin Jones, Asst. to the City Manager
Subject: **BUDGET AMENDMENT** - Appropriating insurance proceeds for vehicle maintenance

Action Requested by City Council

Approve the budget amendment which appropriates insurance proceeds to be used towards vehicle maintenance efforts in the Fire Department.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City received \$205,000 in insurance proceeds for the damages incurred to Ladder 14. The Fire Department is requesting to use these insurance proceeds to put towards other vehicle maintenance efforts. Some of the projects include: motor in-frame rebuild, transmission rebuild and safety updates involving securing hose and other miscellaneous repairs.

Fiscal Implications

An appropriation of the insurance check to the expense account is needed via budget amendment.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve the budget amendment which appropriates insurance proceeds to be used towards vehicle maintenance efforts in the Fire Department (Recommended).**
2. Do not approve.
3. Table to a future meeting.

Attachments

1. BA#24-37

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023
AND ENDING JUNE 30, 2024
Amendment # 24-37**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 8th day of April 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: The City received \$205,000 in insurance proceeds for the damages incurred to Ladder 14. The Fire Department is requesting to use these insurance proceeds to put towards other vehicle maintenance efforts. Some of the projects include: motor in-frame rebuild, transmission rebuild and safety updates involving securing hose and other miscellaneous repairs.

SECTION I– GENERAL FUND

Revenue:	Increase: Insurance Proceeds Revenue: 10000-34910	\$205,000
Expenditure:	Increase: Fire: Repair and Maintenance Expenditure: 12540-44200	\$205,000

This ordinance is approved and adopted on this 8th day of April 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager
Subject: **RESOLUTION** - Approving Google Fiber Utility Encroachment Master Permit Agreement

Action Requested by City Council

Motion to approve the Resolution authorizing the City Manager to execute Google Fiber Utility Encroachment Master Permit

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Google Fiber began its roll-out of service to the Charlotte area in July 2016. The first neighborhood to get the gigabit high-speed internet service was Highland Creek, which is mostly north of Interstate 485. They have rapidly expanded services in the Concord area and have approached Kannapolis to bring the fiber option to our community, providing our residents with another high speed internet option. Approval of the Utility Encroachment Master Permit Agreement would allow Google Fibers infrastructure to be located within our public rights of way throughout the City.

The service would not only be for new communities, the company plans to offer service Citywide to prospective customers. I've had the opportunity to witness several crews in Concord and was impressed with how clean and quick the installation process was in existing neighborhoods. From conversations with customers, they are very pleased with the high speed service option at a reasonable cost, and they have been very responsive to customers.

Fiscal Implications

None

Policy Issues

City Council approval is required for the City Manager to execute the agreement.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve resolution authorizing City Manager to execute the Utility Encroachment Master Permit Agreement between Google Fiber and City of Kannapolis.
(Recommended)**
2. Take no action
3. Table to another meeting

Attachments

1. Resolution - Authorizing City Manager to Execute Utility Encroachment Master Permit Agreement
2. Kannapolis-GFiber MEA (Execution Version)

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
UTILITY ENCROACHMENT MASTER PERMIT AGREEMENT**

WHEREAS, Google Fiber proposes to install fiber services in the City rights of way, which will provide high speed internet connectivity; and

WHEREAS, the proposed agreement will allow a more efficient installation process.

WHEREAS, this service will be of substantial benefit to the citizens of the City; and

THEREFORE, BE IT RESOLVED:

THAT, execution of the Utility Encroachment Master Permit Agreement (the “Agreement”) is in the best interests of the citizens of the City; and

THAT, the City Manager is authorized to execute and deliver the Agreement.

This Resolution is adopted April 8, 2024.

Milton D. Hinnant
Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

UTILITY ENCROACHMENT MASTER PERMIT AGREEMENT

THIS UTILITY ENCROACHMENT MASTER PERMIT Agreement is made and entered into the _____ day of _____, 2024, (the “Effective Date”) by the City of Kannapolis, a North Carolina municipal corporation (hereinafter “City”), to Google Fiber North Carolina, LLC (“Permittee”).

Pursuant to Chapter 15, Article IV of the Kannapolis City Code (the “Code”), and subject to the terms and conditions set forth herein, this Utility Encroachment Master Permit gives the Permittee the general right to own Facilities with City public rights of way. This Permit does not, however, constitute a permit for any particular installation, maintenance, repair, or removal of a Facility. Specific installations, maintenance, repair, and removal of a Facility shall be subject to the regulatory standards and permit requirements set forth in and established pursuant to Chapter 15 of the Code. Exhibit A (Special Provisions) and Exhibit B (Certificate of Insurance) and Exhibit C (Instructions for Permit Process) are hereby incorporated fully into this Agreement.

RECITALS

- A. Jurisdiction. City has jurisdiction over the use of the rights-of-way within the City public roadway system.
- B. Permitted Encroachment Facilities. Permittee desires to submit to City multiple Permit applications for permission to encroach on the city public road Rights-of-Way (as defined below) to construct, install, maintain, operate, and control a fiber optic infrastructure network in the Rights-of-Way (“Network”) for the purpose of offering communications services (“Services”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“Broadband Internet Services”) and voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in the City (“Customers”).
- C. Facilities. The Network consists of equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities (“Network Facilities”).

1. DEFINITIONS.

“Facility” means a pole, tower, water main or line, sanitary sewer pipe or line, fiber optic line, stormwater pipe or structure, gas pipe or gas line, telecommunications line or equipment, power line, conduit, or any like structure or infrastructure.

“Rights-of-Way” or “Public ROW” means the area on, below, and above an existing or proposed public roadway, highway, street, bicycle lane or sidewalk, and associated adjacent land, in which the City has a property interest, whether by easement or fee and regardless of how acquired or established, for public travel and utility purposes. For purposes of this Permit, “Right-of-Way” shall not include property held or acquired primarily for the purpose of the movement of public transit vehicles, including railroad rights-of-way.



2. PERMIT TO USE AND OCCUPY RIGHTS OF WAY

The Permit is subject to the following:

2.1 Permission to Use and Occupy Public ROW. City grants Permittee permission to use and occupy the Public ROW (the "Permit") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the "Work"). This Agreement and the Permit do not authorize Permittee to use any property other than the Public ROW as agreed herein. Permittee's use of any other city property, including poles and conduits, will be governed under a separate Agreement regarding that use.

2.2 Subject to State and Local Law. This Agreement and the Permit are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

2.3 Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and city uses.

2.4 Subject to Pre-Existing Property Interests. City's grant of the Permit is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Permittee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

2.5 Non-Exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges, or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a city, to use Public ROW for similar or different purposes allowed Permittee under this Agreement.

3. TERM AND TERMINATION.

This Permit shall expire on _____, 2034 and shall renew in accordance with the terms of Exhibit C hereto. City may terminate this Agreement if Permittee is in material breach of the Agreement, provided City must first provide Permittee ninety (90) days' written notice of and an opportunity to cure the breach (or a longer time if reasonable under the circumstances), and further provided that City's termination will not be effective until at least one hundred eighty (180) days' following the end of the notice and cure period. Permittee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

4. FILING OF INFORMATION.

Permittee shall file with the City, and keep current, the following:

- a) The name, address, telephone number, fax number and e-mail address of a local representative(s). A local representative shall be available during normal business



hours.

- b) Information regarding how to contact the Permittee in an emergency.
- c) Certificates of authority to provide utility services from the North Carolina Utilities Commission or other applicable state or federal agency, but only to the extent any such certificates are required for Permittee to provide Services using its Facilities. The parties hereto acknowledge that, as of the Effective Date, Permittee's provision of Broadband Internet Services do not require the foregoing certificates from the North Carolina Utilities Commission.
- d) Name, address, telephone number, fax number, and e-mail address of all contractors authorized to work on Permittee's behalf in the Rights-of-Way.
- e) Permittee shall file changes or additions to the above required information within fifteen (15) business days following the date on which Permittee has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.
- f) Permittee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them as shapefiles and PDF to the City subject to applicable confidentiality protections.
- g) Allow the City to review such maps. A map of the location of Permittee's Facilities will be made available to the City in accordance with Section 5.7 below.

5. PERMITTEE OBLIGATIONS.

5.1 Individual Permits Required. Permittee will obtain City's written approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Permittee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.

5.2 Permittee's Sole Cost and Expense. Permittee will perform the Work at its sole cost and expense.

5.3 Compliance with Laws. Permittee will comply with all applicable laws and regulations when performing the Work. Permittee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.

5.4 Reasonable Care. Permittee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

5.5 No Nuisance. Permittee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

5.6 Repair. Permittee will promptly repair any damage to the Public ROW, city property, or private property if such damage is directly caused by Permittee's Work and no other Person is responsible for the damage (e.g., where a Person other than Permittee fails to



accurately or timely locate its underground facilities as required by applicable law). Permittee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Permittee's obligation under this Section 5.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.

5.7 As-Built Drawings and Maps. Permittee will maintain accurate as-built drawings and maps of both vertical and horizontal position of its Network Facilities located in the city and will provide them to City upon reasonable request and on a mutually agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. All as built and maps shall be submitted digitally for integration into our GIS system.

5.8 Non-Discrimination. Any agreements between City and Permittee that provide Permittee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer Broadband Internet Services, on rates, terms, and conditions that are as favorable as those Municipality provides Permittee for the same access.

6. REMOVAL AND RELOCATION.

6.1 If at any time the City shall require the removal of or changes in the location of any of Permittee's Facilities located in the Rights-of-Way, Permittee shall promptly remove or alter such facilities, in order to conform to the City's requirement, as set forth below.

6.2 In the event of a public emergency that creates an imminent threat to the health, safety or property of City or its residents, City may remove or relocate the applicable portions of the Facilities without prior notice to Permittee. City will, however, make best efforts to provide prior notice to Permittee before making an emergency removal or relocation. In any event, City will promptly notify Permittee of any emergency removals or relocations of Permittee's Network Facilities.

6.3 If Permittee's existing Facilities would interfere with City's future use of the Rights-of-Way for a legitimate, noncommercial governmental purposes, such as (but not limited to) the construction of a new water or sewer line or the relocation of a public road, Permittee will, upon not less than one hundred eighty (180) days' written notice from City, relocate its Facilities at Permittee's own expense to such other location or locations in the Rights-of-Way as may be mutually agreed by the parties, taking into account the needs of the City's noncommercial governmental purpose and Permittee's interest in maintaining the integrity and stability of its Facilities. Permittee will promptly remove or relocate its Facilities within a commercially reasonable timeframe agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances. Notwithstanding the provisions of this section, in the event that Permittee and the City have entered into a valid and unexpired agreement governing the removal and/or relocation of Facilities, such agreement shall control.

7. ABANDONED FACILITIES.

Following Licensee's initial offering of Services in the City, Facilities that are not used and maintained by Permittee to provide Services for a continuous period of one (1) year may be deemed to be abandoned upon written notice from City to Permittee. Upon abandoning a facility, Permittee shall either remove the Facility or ask the City for permission to leave



the abandoned Facility in place, which permission shall not be unreasonably withheld. If the City refuses to allow an abandoned Facility to be left in place, Permittee shall remove the Facility within a reasonable period of time as prescribed by the City, but not less than six (6) months unless otherwise agreed upon in writing by the parties. The City, its officers, employees, agents, servants, and contractors shall not be liable to Permittee for damage to or removal or destruction of an abandoned Facility. Permittee shall provide accurate mapping of all abandoned facilities.

8. COMPLIANCE WITH LAWS.

Permittee, its employees, contractors, successors in interest, and assignees shall comply with all applicable laws, any permit issued by the City pursuant to this Agreement and any general or specific conditions required by law. Further, Permittee shall comply with notification requirements set forth in the Underground Utility Safety and Damage Prevention Act (N.C.G.S. Chapter 87, Article 8A) prior to performing any trenching, boring, or other excavation related to this Agreement. Permittee shall remain in compliance with the Act at all times relevant to this Agreement. Permittee shall comply with applicable rules and regulations of the North Carolina Division of Environmental Management; North Carolina Sedimentation Control Commission; and Ordinances and Regulations of Cabarrus County, the City and other agencies relating to pollution prevention and control. To the extent required pursuant to applicable local ordinances or permits, when any installation or maintenance operation disturbs the ground surface and the existing ground cover, Permittee shall remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the City Manager or his designee.

9. NO GRANT OF PROPERTY RIGHTS.

This Agreement is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City and its assigns to lawfully use any or all of the rights-of-way for public facilities, including but not limited to, for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, television and other utility and municipal uses together with appurtenances thereof and right of ingress and egress along, over, and across. Authorization of a Facility under this agreement shall not create or vest in Permittee any ownership interest in the right-of-way. The City shall retain the right to grant, in its sole discretion and without notice to Permittee, additional Facilities in rights-of-way.

10. CONDITION OF FACILITY IN RIGHTS-OF-WAY.

Permittee will not place its Network Facilities in such a fashion as to unduly burden the present or future use of Public ROW and the Network Facilities will be installed and maintained by Permittee so as to cause the minimum interference with gas, electric, water, sewer or other utility facilities and with the rights or reasonable convenience of property owners that adjoin Public ROW..

11. NOTIFICATION OF SALE OF TRANSFER.

Permittee shall notify the City of the sale or transfer of title to any Facilities located in the Rights-of-Way within a commercially reasonable timeframe of such sale or transfer.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY.



Permittee does hereby indemnify, defend and hold the City, its officers, and employees harmless from all claims by third parties for property damage, personal injury, or death to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Permittee or its contractors in its the installation, construction, reconstruction, maintenance, repair, ownership, or operation of Facilities by Permittee, its officers, employees, contractors, or agents pursuant to this Permit. City shall notify Permittee promptly after learning of the existence of any such claim or threatened claim, shall cooperate reasonably in the defense of such claim, and, provided that Permittee has undertaken and is maintaining defense of such claim, shall not settle or compromise such claim without the prior written consent of City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Permittee's obligations under this Section 12 will not apply to the extent the underlying allegation (a) arises from or is related to the gross negligence or willful misconduct of an indemnified party or (b) is made by Municipality's employee and covered under applicable workers' compensation laws

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

13. INSURANCE.

Permittee shall, at its own expense, purchase and maintain for the duration of this agreement Comprehensive General Liability Insurance including coverages for "C" and "U" (Collapse and underground property damage) and contractual liability assumed under this Permit. Such policy or policies of insurance shall be for limits not less than \$1,000,000 bodily injury and property damage liability and will be subject to future review and adjustment at the request of the City. Certificates of Insurance shall be furnished to the City containing the provision that 30 days written notice will be given to the City prior to cancellation or change in the required coverage. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance from the North Carolina Department of Insurance or other documentation shall be furnished. The provision of such insurance shall in no way replace or otherwise limit the obligation to indemnify and defend as set forth in Section 12.

14. PERMIT SUBJECT TO EXERCISE OF POLICE POWERS.

All rights and privileges granted herein are subject to the police powers of the City and its rights to make laws and regulations, including the right to require one or more franchises consistent with applicable law.

15. NON-ASSIGNABILITY.

This Master Permit may not be transferred or assigned, except for assignments to Permittee's affiliates or in connection with a merger, acquisition, sale of network assets or similar transactions.

16. ACCEPTANCE OF TERMS.



By accepting this Master Permit and exercising the rights granted herein, Permittee agrees to and is hereby bound by the terms of the Permit issued by the City Engineer.

17. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Permittee:

Google Fiber North Carolina, LLC

(Authorized Signature)

(Name)

(Title)

1600 Amphitheatre Parkway
Mountain View, CA 94043

City:

City Engineer

City of Kannapolis

401 Laureate Way

Kannapolis, North Carolina 28001



EXHIBIT A
(SPECIAL PROVISIONS)

1. These Special Provisions shall apply throughout the term of the Utility Encroachment Master Permit Agreement and Permittee shall be bound by these Special Provisions.
2. Proof of Insurance by the Permittee shall be required of the Permittee for term of this Permit Agreement. Permittee shall provide a Certificate of Insurance naming the City as an additional insured and shall maintain the following insurance coverage during work related to the Facility under this Agreement:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation	\$100,000 each accident
employee	\$100,000 bodily injury by disease each
General Liability	\$500,000 bodily injury by disease policy limit
	\$1,000,000 per occurrence (including coverages for "C and U" (Collapse and underground property damage)
Automobile Liability	\$1,000,000 per occurrence
Umbrella	\$2,000,000 per occurrence

3. Permittee shall provide notice to the Engineering Department at least 48-hours prior to any construction. Please contact (704) 920-4222 to schedule an inspection.
4. Permittee shall make all appropriate and regulatory inquiries with regards to locating all underground utilities prior to beginning work. Permittee shall notify all utility companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning work.
5. Permittee shall contact the North Carolina Department of Transportation (NCDOT) at (704) 982-0101 or the City of Kannapolis at (704) 920-4234 at least 48-hours prior to any construction, if any work is to be done within 500-ft. of any traffic signals where loop detectors may be involved. Any damage to City or the NCDOT loop detectors or any other signal or signage related equipment will be repaired by the City or NCDOT at the expense of the Permittee.
6. Permittee shall ensure that all traffic control operations, plans, devices, signs, etc. under this Agreement shall be in accordance with the latest revision of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
7. Permittee shall not leave any trenches open overnight. Permittee shall require a lane closure with the appropriate taper for any work requiring equipment or personnel within 5-ft. of the edge of the travel lane.
8. Permittee shall re-install as soon as possible any signs removed while performing work under this Agreement.
9. Permittee understands that in the event construction becomes a problem for the traveling public during peak traffic, the City may establish certain hours as non-work hours. During non-work hours, equipment shall be parked off the right-of-way.
10. Permittee agrees that backfill areas shall be compacted to 95% density in accordance with ASSHTO T99, as revised by the NCDOT.
11. Permittee understands that the City of Kannapolis City Engineer reserves the right to stop work for non-compliance with the terms of this Permit Agreement.
12. Permittee shall maintain a copy of the approved Agreement on the job site at all times



when work is being performed. Failure to comply with this provision may result in the City terminating the work.

13. Permittee shall be held financially responsible for any damages to the roadways, drainage systems, water mains, electric lines, sanitary sewer utilities, other public utilities, claims, etc. directly caused by the construction of this project.

14. Permittee shall be financially responsible for the repair of any damages to bridges, culverts, the storm drainage system or other utilities owned and operated by the City of Kannapolis directly caused by the construction of this project.

15. Permittee shall ensure clear separation between its Permittee Facility and City of Kannapolis public service infrastructure at a minimum of 4-ft. horizontally and 2-ft. vertically. Note: minimum clearance between a Permittee Facility under this Agreement and other utilities not owned by the City of Kannapolis may be greater.

16. Permittee shall adhere to all applicable OSHA and NCDOL rules and regulations as they pertain to the Facility.

17. Permittee agrees that the Permittee Facility crossing perpendicular to a roadway shall be installed by the wet bore method (open cutting of pavement is not allowed unless specifically and individually directed by the City); encasements shall extend from the ditch line to the ditch line (or beginning of the slope) in fill sections or to the back of sidewalks or 5-ft. beyond the toe of the slope in fill sections; and boring and jacking of all utilities will be in accordance with such procedures as specified by the NCDOT. Permittee shall seek prior approval from the City Engineer if a boring or jacking is unsuccessful and other means are required. Permittee agrees that all excavations inside the theoretical 1 : 1 slope from the existing edge of pavement to the bottom of the nearest trench wall shall be made in accordance with the following conditions:

- Traffic shall be moved to a travel lane outside the limits of a theoretical 1: 1 slope from the bottom of the trench wall to the existing edge of pavement surface.
- Installation of trench shoring shall be accomplished with minimum over-excavation.
- The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be back-filled in accordance with the "Standard Specification for Roads and Structures", which basically requires the backfill material to be placed in layers not to exceed 6" loose compacted to at least 95% of the density obtained by compacting a sample accordance with AASHTO T-99 as modified by NCDOT.
- At the first sign of trench failure, the trench shall be immediately back-filled with select granular materials which shall meet one of the following requirements as indicated in the 2002 Statewide "Standard Specification for Roads and Structures".

a) Class II Type II

b) Class III Type II

All work shall cease and the City Engineer shall be contacted. The Permittee shall be required to repair any pavement failure caused by the excavation.

18. Permittee shall not place any excavated material on the pavement. Permittee shall not block drainage structures with excavated material. Permittee shall be wholly responsible for any damages and claims resulting from work under this Agreement occurring in, on or around public rights-of-way, easements, temporary construction easements, etc.

20. Permittee understands that the City of Kannapolis neither guarantees the right-of-way on City maintained streets, nor will the City be responsible for any claims or damages brought by the property owner(s).

21. Permittee shall seek prior approval for any blasting from the City Engineer, the City of Kannapolis Fire Department, and other agencies that may be affected.

22. Permittee acknowledges that the City of Kannapolis reserves the right to require compensation for any vegetation within the right-of-way that is disturbed or destroyed due to the work under this Agreement.



23. Permittee acknowledges that the City of Kannapolis reserves the right to require compensation for any soil material excavated and removed from the right-of-way due to the work under this Agreement. Permittee shall employ sedimentation and erosion control at all work sites covered by this Agreement as directed and permitted by the North Carolina Department of Environment and Natural Resources (NCDENR). Devices shall not impede traffic, present a hazard, or impair sight triangles. Disturbed areas shall be stabilized within three (3) working days. All seeding and mulching vegetative repair and ground cover installation shall be in accordance with NCDOT standards and if special grasses, plantings, and other vegetation are used, they shall be installed using guidelines supplied by the North Carolina Agricultural Extension Service. Also, reference guidelines in the NCDEHR Erosion and Sediment Control Planning and Design Manual.

24. Permittee shall repair and replace with like vegetative material (replacing grass with seed and straw is acceptable) all areas that are in well-maintained areas (yards, flower beds, etc.) within the public street right-of-way and are disturbed, disrupted, or destroyed by work under this Agreement. Permittee shall remove all sedimentation and erosion control devices and deposited sediment/ trash upon establishment of vegetative cover.

25. Permittee shall provide the City with written notification and any required "as-built" plans upon completion of work under this Agreement to the following address: City Engineer, 401 Laureate Way, Kannapolis, NC 28081.

26. Permittee shall be required to attend a pre-construction meeting. Limits may be placed on the number of locate requests per week depending on staff availability.

27. Permittee shall be required to have a communication plan in place which includes at a minimum door hangers with a description of the work and contact information for an onsite supervisor.



EXHIBIT B
(CERTIFICATE OF INSURANCE)



EXHIBIT C
(INSTRUCTIONS FOR PERMIT PROCESS)

This Agreement is intended for the sole use of the City's Engineering Department in processing applications for Utility Right-of-Way Master Permits.

Utility will submit the application fee of \$500.

Utility will provide a copy of its Certificate of Insurance naming the City of Kannapolis as an additional insured. The Certificate of Insurance must meet all requirements outlined in Section 13 and Exhibit B of the Agreement.

The application fee and Certificate of Insurance must be submitted to the City before the Agreement can be processed.

The City will complete the issuance date in Sections 2.1 and the expiration date in Section 3 after proper completions of Permit Agreement by Utility. The term shall be for a period not to exceed ten (10) years. Thereafter, the Permit Agreement will automatically renew for successive 5-year terms unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.





Kannapolis
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Text Amendment TA-2024-01. Kannapolis Development Ordinance Updates

Action Requested by City Council

1. Conduct a Public Hearing and consider adoption of text amendment TA-2024-01
2. Consider Resolution to Adopt a Statement of Consistency for TA-2024-01
3. Consider motion to adopt an Ordinance to Amend text of KDO for TA-2024-01

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The KDO was adopted in July of 2022. A few changes in the General Statutes have been made since our ordinance was adopted. This makes it necessary for us to revise those particular parts of the ordinance to remain consistent with statutes. Further, as it relates to newer ordinances, once staff and the community have had time to work with them more closely, it becomes necessary to further tailor the ordinance to the community and the common issues that are encountered on a daily basis. The following text amendments were discussed with the Planning and Zoning Commission at their most recent meeting:

1. Amend Section 3.8.F(3) to insert starting location of Mooresville Road segment of the Throughfare Protection Overlay (TPO) District to begin from 75 feet south of the centerline of Rainbow Drive.
2. Amend Section 3.5.C to increase permitted building height in Office-Institutional (O-I) District Building to 50 feet.
3. Amend Section 3.4.H to increase permitted building height in Center City (CC) District Building to 120 feet.
4. Amend Section 5.7.D(1) to increase the number of dwelling units from 30 to 100 before a second access point for residential development is required.
5. Amend Appendix A: 6 to add a requirement to show specimen trees on landscaping plans.
6. Amend Section 6.3: 7 to add text that side lot lines should be created perpendicular to the street.
7. Amend Section 4, Table 4.2.B(5), Principal Use Table to allow for 'Studio/School' in the OI district, to allow 'Personal grooming or well-being service' in MU-N district and to allow the use of 'residential care facility' in the OI district. See (Exhibit B for changes in the Principal Use Table.

8. Amend Section 5.3.H(6) to add screening requirement for all dumpsters and mechanical equipment and to add Section 5.7.H: Storage and Mechanical Equipment Standards to add screening standards for mechanical equipment and solid waste storage areas for all commercial development.
9. Amend Article 10, Definitions, to update the definition of 'Family care home' definition to match state statutes.
10. Amend Article 10, Definitions, to add 'Apiary' definition, Section 4, Table 4.3.B(3), add to all districts to align with state statutes, and add Section 4.3.D(4) to add use specific standards for 'Apiaries'.
11. Amend Article 4, Table 4.2.B(5) to add Event Center as a use permissible by issuance of a Special Use Permit in the MU-N, TOD, CC, PD-TND and CD Zoning Districts, allow by right in MU-SC, OI, GC, LI, PD, PD-C, and C-1 districts and to add 'Event Center' to Article 10, Definitions.
12. Amend Section 5.9.E(3): add requirements for Electronic changeable copy (EMC, electronic message board), and add Electronic Message Board to Table 5.9.E(2).
13. Amend Section 4.2.D. to no longer allow self-service storage in GC; and to amend Section 4.2.D(5)f.4(b) to limit the building height of all exterior accessed self-service storage facilities to one story.

At their March 19, 2024 meeting, the Planning and Zoning Commission recommended approval of TA-2024-01 as described here.

Fiscal Implications

None

Policy Issues

At their March 19, 2024 meeting, the Planning and Zoning Commission recommended approval of TA-2024-01 as presented here. Pursuant to Section 2.3.A(1)d of the KDO, City Council has final authority to review and make decisions on Zoning Text Amendments.

The proposed text amendments to the KDO are included as Appendix A and B, and shown per staff recommended edits.

Legal Issues

None

Recommendations and Alternate Courses of Action

The Planning & Zoning Commission recommends approval of the proposed text amendments of the Kannapolis Development Ordinance (KDO), as shown here.

The following actions are required to approve TA-2024-01 (**Recommended**):

1. **Consider Resolution to adopt a Statement of Consistency for TA-2024-01**
2. **Consider motion to adopt an Ordinance to Amend text of KDO for TA-2024-01**

Alternate Actions:

1. Take no action on TA-2024-01
2. Table action on TA-2024-01 to a future date

Attachments

1. TA-2024-01 PZ Statement of Consistency
2. TA-2024-01 Public Notice Ad
3. TA-2024-01 Statements of Consistency
4. Ordinance_to_amend_text_of_UDO_-_TA_2024-01
5. CC 4.8.24_Exhibit A Text Amendments
6. CC 4.8.24_Principal Use Table_Exhibit B



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY WITH REGARD TO
TEXT AMENDMENT TA-2024-01**

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

WHEREAS, the text amendments to the below sections of the Kannapolis Development Ordinance (KDO) are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*:

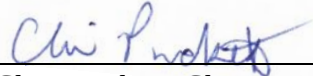
1. Amend Section 3.8.F(3) to insert starting location of Mooresville Road segment of the Throughfare Protection Overlay (TPO) District.
2. Amend Section 3.5.C to increase permitted building height in Office-Institutional (O-I) District Building to 50 feet.
3. Amend Section 3.4.H to increase permitted building height in Center City (CC) District Building to 120 feet.
4. Amend Section 5.7.D(1) to increase the number of dwelling units from 30 to 100 before a second access point for residential development is required.
5. Amend Appendix A: 6 to add a requirement to show specimen trees on landscaping plans.
6. Amend Section 6.3: 7 to add text that side lot lines should be created perpendicular to the street.
7. Amend Section 4, Table 4.2.B(5), Principal Use Table to allow for 'Studio/School' in the OI district, to allow 'Personal grooming or well-being service' in MU-N district and to allow the use of 'residential care facility' in the OI district. (See Exhibit B for changes in the Principal Use Table).
8. Amend Section 5.3.H(6) to add screening requirement for all dumpsters and mechanical equipment and to add Section 5.7.H: Storage and Mechanical Equipment Standards to include screening standards for mechanical equipment and solid waste storage areas for all commercial development.
9. Amend Article 10, Definitions, to update the definition of 'Family care home' definition to match state statutes.
10. Amend Article 10, Definitions, to add 'Apiary' definition, Section 4, Table 4.3.B(3), add to all districts to align with state statutes, and add Section 4.3.D(4) to add use specific standards for 'Apiaries'.
11. Amend Article 4, Table 4.2.B(5) to add Event Center as a use permissible by issuance of a Special Use Permit in the MU-N, TOD, CC, PD-TND and CD Zoning Districts, allow by right in MU-SC, OI, GC, LI, PD, PD-C, and C-1 districts and to add 'Event Center' to Article 10, Definitions.
12. Amend Section 5.9.E(3): add requirements for Electronic changeable copy (EMC, electronic message board), and add Electronic Message Board to Table 5.9.E(2).
13. Amend Section 4.2.D. to disallow self-service storage in GC; and to amend Section 4.2.D(5)f.4(b) to remove reference to the GC District.

and;

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on March 19, 2024, for consideration of text amendment Case# TA-2024-01 as submitted by the Planning Department staff;

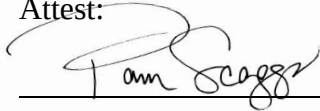
NOW, THEREFORE BE IT RESOLVED that the Planning and Zoning Commission finds the text amendment as represented in Case TA-2024-01 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

Adopted this the 19th Day of March 2024:



Chris Puckett, Chairman
Planning and Zoning Commission

Attest:



Pam Scaggs, Recording Secretary
Planning and Zoning Commission



NOTICE OF PUBLIC HEARING
Kannapolis City Council

Monday, April 8, 2024 at 6:00 pm

Text Amendment - TA-2024-01 - Public Hearing to consider several text amendments to the Kannapolis Development Ordinance (KDO) regarding: Section 3.8.F(3), Throughfare Protection Overlay District; Section 3.5.C., building height in the Office-Institutional zoning district; Section 3.4.H., building height in the Center City zoning district; Section 5.7.D(1), residential development access requirements; Appendix A, Landscaping requirements; Section 6.3., lot line requirements; Table 4.2.B)(5), Principal Use Table to add or amend: "Studio/School", "Personal grooming or well-being service", "Apiary" and "Event Center" uses; Section 5.3.H(6) and 5.7.H., regarding screening requirements/standards for dumpsters, mechanical equipment, and solid waste storage areas; Article 10., to add definitions for "Family Care Home" and "Apiary"; Section 5.9.E(2) and (3) regarding electronic message boards; and Sections 4.2.D. and 4.2.D.(5)f.4(b) regarding self-service storage uses.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Kannapolis, should contact the office of Tina H. Cline, Human Resource Director, by phone at 704-920-4322 or by email at hjames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
WITH REGARD TO TEXT AMENDMENT TA-2024-01**

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

WHEREAS, the text amendments to the below sections of the Kannapolis Development Ordinance (KDO) are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*:

1. Amend Section 3.8.F(3) to insert starting location of Mooresville Road segment of the Throughfare Protection Overlay (TPO) District to begin from 75 feet south of the centerline of Rainbow Drive.
2. Amend Section 3.5.C to increase permitted building height in Office-Institutional (O-I) District Building to 50 feet.
3. Amend Section 3.4.H to increase permitted building height in Center City (CC) District Building to 120 feet.
4. Amend Section 5.7.D(1) to increase the number of dwelling units from 30 to 100 before a second access point for residential development is required.
5. Amend Appendix A: 6 to add a requirement to show specimen trees on landscaping plans.
6. Amend Section 6.3: 7 to add text that side lot lines should be created perpendicular to the street.
7. Amend Section 4, Table 4.2.B(5), Principal Use Table to allow for 'Studio/School' in the OI district, to allow 'Personal grooming or well-being service' in MU-N district and to allow the use of 'residential care facility' in the OI district. See (Exhibit B for changes in the Principal Use Table.
8. Amend Section 5.3.H(6) to add screening requirement for all dumpsters and mechanical equipment and to add Section 5.7.H: Storage and Mechanical Equipment Standards to add screening standards for mechanical equipment and solid waste storage areas for all commercial development.
9. Amend Article 10, Definitions, to update the definition of 'Family care home' definition to match state statutes.
10. Amend Article 10, Definitions, to add 'Apiary' definition, Section 4, Table 4.3.B(3), add to all districts to align with state statutes, and add Section 4.3.D(4) to add use specific standards for 'Apiaries'.
11. Amend Article 4, Table 4.2.B(5) to add Event Center as a use permissible by issuance of a Special Use Permit in the MU-N, TOD, CC, PD-TND and CD Zoning Districts, allow by right in MU-SC, OI, GC, LI, PD, PD-C, and C-1 districts and to add 'Event Center' to Article 10, Definitions.
12. Amend Section 5.9.E(3): add requirements for Electronic changeable copy (EMC, electronic message board), and add Electronic Message Board to Table 5.9.E(2).
13. Amend Section 4.2.D. to disallow self-service storage in GC; and to amend Section 4.2.D(5)f.4(b) to limit the building height of all exterior accessed self-service storage facilities to one story.

and;

WHEREAS, the Planning and Zoning Commission, after consideration at its March 19, 2024 meeting, recommended City Council adopt text amendment Case# TA-2024-01 as submitted by the Planning Department staff with the required changes; and

WHEREAS, City Council conducted a Public Hearing on April 8, 2024, for consideration of text amendment Case# TA-2024-01 as recommended by the Planning and Zoning Commission;

NOW, THEREFORE BE IT RESOLVED that City Council finds the text amendment as represented in Case TA-2024-01 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, and is approved based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by the Planning and Zoning Commission.

Adopted this the 8th Day of April 2024:

Milton D. Hinnant, Mayor

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



**AN ORDINANCE TO AMEND TEXT OF THE
KANNAPOLIS DEVELOPMENT ORDINANCE
CASE # TA-2024-01**

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

WHEREAS, per Section 2.3.B(1)b. of the KDO, the Planning and Zoning Commission, at its regular meeting on March 19, 2024, recommended City Council approval of text amendments amending Section 3.8.F(3), Throughfare Protection Overlay District; Section 3.5.C., building height in the Office-Institutional zoning district; Section 3.4.H., building height in the Center City zoning district; Section 5.7.D(1), residential development access requirements; Appendix A, Landscaping requirements; Section 6.3., lot line requirements; Table 4.2.B)(5), Principal Use Table to add or amend : “Studio/School”, “Personal grooming or well-being service”, “Apiary” and “Event Center” uses; Section 5.3.H(6) and 5.7.H., regarding screening requirements/standards for dumpsters, mechanical equipment, and solid waste storage areas; Article 10., to add definitions for “Family Care Home” and “Apiary”; Section 5.9.E(2) and (3) regarding electronic message boards; and Sections 4.2.D. and 4.2.D.(5)f.4(b) regarding self-service storage uses; and

WHEREAS, City Council conducted a public hearing on April 8, 2024 to consider amendments to the above-referenced Articles of the KDO; and

WHEREAS, the proposed text amendments are consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, and in the public interest, as detailed in the “Resolution to Adopt a Statement of Consistency” for Case # TA-2024-01;

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

See Appendix A and Appendix B

ADOPTED this the 8th Day of April 2024:

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

PROPOSED TEXT AMENDMENTS – APPENDIX A

TA-2024-01

1. Thoroughfare Protection Overlay (TPO) District – Insert start of segment for Mooresville Road.

Section 3.8.F(3)

a. CODDLE CREEK SUBDISTRICT

The Coddle Creek Subdistrict consists of multiple segments identified in Table ~~3.6.G(3)a~~ 3.8.F(3)a: Coddle Creek Subdistrict Segments. The subdistrict boundaries extend 200 feet from one or both sides of the identified segment of road or highway, as specified in Table ~~3.6.G(3)a~~ 3.8.F(3)a, measured from and perpendicular to the road right-of-way. Each segment shall include a “Corridor Preservation Area” extending the width specified in ~~3.6.G(3)a~~ 3.8.F(3)a from both sides of the identified segment of road or highway, or from one side of the segment if the subdistrict boundaries only exist on one side, measured perpendicular to the road right-of-way. Building and parking areas are prohibited within the Corridor Preservation Area. The Coddle Creek Subdistrict is identified on the Zoning Map.

Table ~~3.6.G(3)a~~ 3.8.F(3)a: Coddle Creek Subdistrict Segments

ROAD OR HIGHWAY SEGMENT AND SIDE OF SEGMENT	CORRIDOR PRESERVATION AREA WIDTH
North side of Davidson Highway (NC 73) from Coddle Creek to the Mecklenburg County line (within Kannapolis city limits)	35 feet
Both sides of Trinity Church Road from Orphanage Road to Barr Road and the east side of Trinity Church Road from Barr Road to Stirewalt Road	55 feet from Orphanage Road to the Westside Bypass (existing Boy Scout Camp Road); 40 feet from Westside Bypass to Stirewalt Road
Both sides of the Kannapolis Parkway (Westside Bypass, including the existing Crisco Road and the existing Boy Scout Camp Road) from Interstate 85 to Mooresville Road (NC 3)	0 feet (No Corridor Preservation Area)
Both sides of Davidson Highway (NC 73) from Interstate 85 to the westernmost boundary of the City’s limits	35 feet
Both sides of Mooresville Road (NC 3) from seventy-five feet (75') south of the centerline of Rainbow Drive to the westernmost boundary of the City’s limits	40 feet

2. Office-Institutional (OI) District Building Height – Increase permitted building height to 50 feet.

(1) DIMENSIONAL AND INTENSITY STANDARDS [1]

LOT AND INTENSITY STANDARDS	
Lot area (min)	None
Lot width (min)	60 ft
Impervious surface ratio (max)	0.8
SETBACK AND HEIGHT STANDARDS	
A Front setback (min)	10 ft
B Side setback (min) [2]	None
C Rear setback (min)	None
D Building height (max)	35 50 ft

(2) OTHER STANDARDS

OTHER STANDARDS	LOCATION IN KDO
Use Regulations	Article 4
Development Standards	Article 5
Subdivision Standards	Article 6
Rules of Measurement	Section 9.3

NOTES:

[1] May be superseded by other standards in this Ordinance (see **Error! Reference source not found., Error! Reference source not found.**).

[2] The side setback for the street-facing yard of a corner lot shall equal 75 percent of the required front yard setback.

3. Center City (CC) District Building Height – Increase permitted building height to 120 feet.

(1) DIMENSIONAL AND INTENSITY STANDARDS [1]		(2) OTHER STANDARDS	
LOT AND DENSITY/INTENSITY STANDARDS		OTHER STANDARDS	LOCATION IN KDO
Lot area (min)	None	Use Regulations	Article 4
Lot width (min)	20 ft	Development Standards	Article 5
Density (max)	None	Subdivision Standards	Article 6
Impervious surface ratio (max)	0.95	Rules of Measurement	Section 9.3
SETBACK AND HEIGHT STANDARDS		NOTES:	
A	Front build-to zone (min max) [2]	[1] May be superseded by other standards in this Ordinance (see Section 3.1.C, Superseding Dimensional and Intensity Standards).	
	Percentage of build-to zone width occupied by building (min) [3]	[2] The area between the minimum and maximum build-to zone boundaries that extends the width of the lot constitutes the build-to zone. The maximum build-to zone boundary may be increased by 15 feet along 25 percent of the lot width for a civic space or outdoor dining area.	
B	Side setback (min)	[3] Buildings shall be located so that they occupy the minimum percentage of the linear width of the lot's build-to zone (see Error! Reference source not found.	
C	Rear setback (min) [4]	[4] The minimum rear setback is 10 feet, except there is no minimum rear setback where the rear lot line abuts an alley.	
D	Building height (max)		

4. Second access point for residential developments – Increase from 30 to 100 dwelling units to match State requirement.

SECTION 5.7.D(1)

D. MULTIFAMILY DESIGN STANDARDS

Development subject to this section shall comply with the following standards.

(1) SITE ACCESS

New multifamily, townhouse, or three-family development with ~~30~~ 100 or more dwelling units shall have at least one secondary point of vehicular access to or from the site to ensure emergency vehicle access.

5. Landscaping Requirements – Add a requirement to show specimen trees on landscaping plans.

Appendix A: Supplemental Landscaping Requirements

Section 1: Landscaping Plan Requirements

Landscaping plans required in accordance with Section 5.3.D, Landscaping Plan, shall include the following minimum information, together with any additional information the Planning Director may require in order to determine compliance with the standards in Section 5.3, Landscaping and Buffer Standards:

- Show all buildings, walkways, vehicular use areas, utility areas, stormwater retention/detention areas, sight triangles, and miscellaneous site structures (Minimum scale of 1" = 40').
- Show current zoning and land use of all adjacent property.
- **Show location, name, and size of all existing Specimen Trees, as defined in Section 5.3.J(3).**
- Planting areas drawn to scale with a list of the botanical and common names, and size of all plants designated for each area.

- Location, name, and size of all existing trees, shrubs, groundcover, and other plant materials that are to be incorporated as a part of the landscape plan.
- Location and width of landscaped buffer strips, including height of berms.
- All landscape plans shall include a summary tabulation of all landscape requirements.
- Show all existing and proposed paved surfaces, curbs, steps, and grade changes.
- Location and sizes of any irrigation facilities used to maintain planting areas.
- Location of any overhead powerlines or easements on the property.

6. Lot Design – Add text that side lot lines should be created perpendicular to the street.

SECTION 6.3. LOT AND BLOCK DESIGN STANDARDS

C. LOT STANDARDS

(1) GENERAL

- a. Lots shall meet zoning district standards and shall be designed for their potential uses.
- b. Side lot lines abutting a public or private right-of-way shall, to the extent practicable, run at right angles to the right-of-way line.

7. Principal Use Table – Amend Principal Use Table

Refer to Exhibit B

- Add entry for *studio/school* under OI District
- Permit *personal grooming or well-being service* in MU-N District
- Permit *residential care facility* in OI District

8. Screening Requirements – Add screening standards for equipment and solid waste storage areas

Section 5.3 Landscaping and Buffer Standards

5.3.H.(6) Structures and Mechanical Equipment

Dumpsters shall be set on a concrete pad and shall be screened with an opaque fence or wall of sufficient height, as required in Section 5.7.H, to screen the container and any appurtenances. Trash containers shall not be located abutting residential property. All mechanical equipment shall be screened from view with an opaque screen.

Section 5.7 Form and Design Standards

5.7.H

H. MECHANICAL EQUIPMENT AND SOLID WASTE STORAGE AREA STANDARDS

(1) MECHANICAL EQUIPMENT

All mechanical equipment shall be screened from view with an opaque screen.

(2) SOLID WASTE STORAGE AREA

- a. Solid waste dumpsters or other large containers for solid waste storage shall be confined in an enclosed area that is screened on all sides. A solid waste enclosure, large enough to confine solid waste items and dumpster(s), shall be of solid opaque construction, six-foot high with latching gates providing access. The applicant shall indicate on the site plan the choice of materials and color so that the Administrator can determine that they are consistent and compatible with those of the principal building(s) on the site.
- b. Enclosures shall be constructed of durable, weather-proof, permanent materials such as concrete or stone block, metal, vinyl, wood, or similar material. The

applicant shall ensure that the choice of materials and color are consistent and compatible with those of the principal building(s) on the site.

- c. Fences of chain link, sheet metal and barbed and razor wire, with or without slats of wood or metal inserted, shall not be considered as sufficient materials to screen outdoor storage areas or operations.
- d. Solid waste dumpsters or other large containers for solid waste storage shall have a lid to minimize the potential contamination of stormwater runoff.

9. Use Definitions – Amend definition of *family care home* to match the State definition.

Family care home:

~~An adult~~ care home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than six (6) ~~residents who are disabled handicapped~~ persons. Family care homes are subject to licensure by the North Carolina Department of Health and Human Services, Division of Health Service Regulation.

10. Beehives – Amend Accessory Use/Structure Table to add *apiary*. Add definition and use-specific standards for apiaries.

Table 4.3.B(3): Accessory Use/Structure Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; S = Special use; – = Prohibited

Accessory Use/Structure	AG	Residential							Mixed-Use						Nonresidential				PD			Legacy			Use-Specific Standards
	AG	R1	R2	R4	R6	R7	R8	R18	MU-ND	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-TND	PD-C	CD	CD-R	C-1	
Animal boarding	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.3.D(3)
Apiary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4.3.D(4)
Automated teller machine (ATM)	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	-	4.3.D(45)

ARTICLE 10. DEFINITIONS

Apiary

Bees, comb, hives, appliances, or colonies, wherever they are kept, located, or found. (Source: NCGS § 106-635)

Section 4.3.D(4)

(4) APIARY

Five (5) or fewer hives shall be allowed in any zoning district.

- a. The hives shall be placed at ground level or securely attached to an anchor or stand. The hive may also be permanently attached to a roof surface if secured to an anchor or stand.
- b. The hive shall be removed if the owner no longer maintains the hive or if necessary to protect the health, safety, and welfare of the public. (Source NCGS § 106-645).
- c. More than five (5) hives shall be considered agriculture for the purpose of this ordinance.

11. Event Center – Add definition and amend Principal Use Table to include use.

ARTICLE 10. DEFINITIONS

EVENT CENTER

Premises which are frequently rented out for public or private activities that are not repeated on a weekly basis, and which are not open to the public on a daily basis at times other than when an event is scheduled.

Amend Principal Use Table – Refer to Exhibit B

12. Signs – Add electronic message board signs (EMC) to Permitted Sign Characteristics table and amend standards for ground and wall signs to include requirements for electronic message boards.

Table Error! Reference source not found.: Permitted Sign Characteristics

P = Permitted P* = Permitted for Nonresidential Uses Only

SIGN CHARACTERISTIC	ZONING DISTRICT		
	AG, R1, R2, R4, R6, R7, R8, R18, TOD, PD, PD-TND	MU-N, MU-AC, CC, MU-UC, MU-SC, PD-C	O-I, GC, LI, HI
Animated	–	–	–
Changeable Copy	P*	P	P
Electronic Message Board	P*	P	P
Illumination, Internal	P*	P	P
Illumination, Indirect	–	P	P
Illumination, Indirect, Exposed Bulbs or neon	–	P	–
Illumination, External Low Voltage (Residential Uses)	P	P	–

Amend Section 5.9.E(3), ADDITIONAL STANDARDS FOR PERMANENT SIGNS

a. GROUND SIGNS

Ground signs shall comply with the following additional standards:

5. Changeable Copy

Changeable copy or “reader board” area and electronic message board area are permitted as on-premise ground signs provided that the changeable copy or electronic message board area does not exceed ~~50~~ 70 percent of the total area of the sign. ~~Electronic message board area is included in the calculation of the total sign area unless the board displays only time and temperature information, in which case the message area is allowed in addition to the maximum area of the sign. The period of time between each copy or message change shall not be less than six seconds.~~ Message Board displays shall not exceed five thousand (5,000) NITs during daylight hours and five-hundred (500) NITs after dusk. The transition time between changes in the sign face or message shall be less than one second. The sign shall not display any message that moves, appears to move, scrolls, or changes in intensity during the fixed display period.

b. WALL SIGNS

Wall signs shall comply with the following additional standards:

7. Changeable Copy

Changeable copy or “reader board” area and electronic message board area are permitted as on-premise ground signs provided that the changeable copy or electronic message board area does not exceed ~~50~~ 70 percent of the total area of

the sign. Electronic ~~message board area is included in the calculation of the total sign area unless the board displays only time and temperature information, in which case the message area is allowed in addition to the maximum area of the sign. The period of time between each copy or message change shall not be less than six seconds.~~ Message Board displays shall not exceed five thousand (5,000) NITs during daylight hours and five-hundred (500) NITs after dusk. The transition time between changes in the sign face or message shall be less than one second. The sign shall not display any message that moves, appears to move, scrolls, or changes in intensity during the fixed display period.

ARTICLE 10. DEFINITIONS

NIT.

A unit of illuminative brightness described as a candela per square meter (cd/M2).

13. Self-service Storage Uses – Remove self-service storage as a permitted use in the General Commercial (GC) District and delete reference to GC District in standards specific to self-service storage.

Amend Principal Use Table to prohibit self-service storage in the GC District.

Table Error! Reference source not found.: Principal Use Table

P = Permitted by right, or, in planned development district, if specified in PD Plan; S = Special use; – = Prohibited

PRINCIPAL USE CATEGORY OR TYPE	AG	RESIDENTIAL							MIXED-USE					NON-RESIDENTIAL				PD			LEGACY			USE-SPECIFIC STANDARDS	
	AG	R1	R2	R4	R6	R7	R8	R18	MU-N	MU-SC	MU-UC	MU-AC	TOD	CC	OI	GC	LI	HI	PD	PD-	PD-C	CD	CD-R		C-1
COMMERCIAL USES																									
Retail Sales and Services																									
Self-service storage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	P	-	-	P	-	-	-	4.2.D(5)f.4

Section 4.2.D STANDARDS SPECIFIC TO PRINCIPAL USES

(5) COMMERCIAL

f. RETAIL SALES AND SERVICE

4. Self-Service Storage

(b) Notwithstanding the building height standards in the district where the self-service storage is located, ~~except in the GC District,~~ buildings where storage units are accessed directly from the building's exterior shall have a maximum height of one story. For purposes of this section, one story shall mean and refer to a maximum interior ceiling height of ten feet, which may include a maximum of eight feet with an additional two feet to accommodate a garage-type sliding or roll up door.



Kannapolis

Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Eddie Smith, Deputy City Manager
Subject: **UPDATE** - City Hall Renovations and Reconfiguring the Parallel Parking Spaces in Front of City Hall

Action Requested by City Council

Presentation Only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Since 2013, the City has seen departmental growth in Finance, HR, Planning, Engineering, Parks & Rec, Customer Service, and IT. Although City Hall was designed with 20% expansion space strategically located throughout the building for future growth needs, we've been able to avoid expansion renovations until now by allowing remote work, converting conference rooms into office space, deploying cubicles wherever space allows, and having staff members share offices, in some cases at the same time. We have reached the point where we need to renovate existing expansion areas to improve office dynamics, workflow, and Customer Service.

1. **Accommodating Growth in Departments:** To address the growing needs of various departments, we propose a strategic redesign and expansion of existing office spaces. This involves creating new spaces on the 1st floor (Parks & Recreation/Customer Service) and the 2nd floor (Human Resources/IT), thereby providing expansion space for Planning, Engineering, Finance, Legal and Admin).
2. **Enhancing Operational Efficiency:** Efficiency improvements will be achieved through the integration of updated infrastructure. This includes the creation of a new entrance for Parks & Recreation on the 1st floor, providing ADA/Handicap Accessible parking in front of City Hall, and better customer service for guests entering the building to visit departments on the 2nd or 3rd floor.
3. **Improving Parking Facilities:** Parking in front of City Hall has been a constant challenge. It's not uncommon to see guests with mobility challenges struggle to enter the building or see other motorists and delivery trucks block traffic by parking in the traffic circle. To help alleviate parking constraints and enhance accessibility for visitors, Staff recommends the reconfiguring of the parallel parking spaces in front of City Hall to angled parking, thereby providing easier "pull-in" spaces and adding handicap spaces that do not currently exist. Surprisingly, this redesign would also create a net gain of four additional spaces. Delivery Trucks would then be re-directed to the parking lot in an area labeled "Delivery Zone".
4. **Optimizing Visitor Flow:** Improving the flow of visitors within City Hall requires a combination of physical modifications and technological interventions. Visitors will check in at the newly

created Concierge counter in the Customer Service Center, at which time they will receive a "Visitors" badge that allows them access to the elevators and stairwell. Visitors will then be given directions to efficiently reach their destination without having to roam the hallways. Implementation.

The Plan:

- A. **Needs Assessment: Complete.** Conducted a thorough assessment of departmental requirements, operational workflows, parking demand, and visitor traffic patterns to inform the renovation plan.
- B. **Design Phase: Complete.** Collaborated with Creech & Associates (John Crawford/Original architect of City Hall) and appropriate Department Heads to develop a comprehensive design proposal that Integrates the identified needs and objectives.
- C. **Budgeting and Funding:** Projected Costs.
- D. **Construction:** Execute the renovation plan to begin in July. Minimize disruptions to ongoing operations as much as possible with minimal impact on public access points and rentals. 6-8 month construction window.

Benefits. Increased capacity to accommodate growth in departments. Enhanced operational efficiency and productivity. Improved accessibility and convenience for staff and visitors. Reduced congestion and improved traffic flow around City Hall. Enhanced image and reputation of the City Government. In conclusion, this renovation offers a holistic approach to addressing the evolving needs of City Hall while improving its functionality, accessibility, and sustainability. We believe that implementing these recommendations will position City Hall for continued success in serving the community effectively.

Fiscal Implications

- 1. 1st Floor Renovations: \$1,260,000
- 2. 2nd Floor Renovations: \$600,000
- 3. FFE/AV/Card Readers/Contingency: \$990,000
- 4. Laureate Way/City Hall ADA Parking Reconfiguration: \$187,000

Cash reserves will be used for this project.

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

No action at this time. However, unless directed to pause the project, Staff will continue to proceed with the steps outlined below. After bidding the project, a Budget Ordinance will be brought back to City Council for formal action.

Attachments

None



Kannapolis
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Mike Legg, City Manager, Kristin Jones, Asst. to the City Manager
Subject: **PRESENTATION & DISCUSSION - FY 25 Budget & Imagine Kannapolis Strategic Plan**

Action Requested by City Council

None. Presentation and discussion only.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

The FY 24-25 Budget is in the final stages of development in preparation for its presentation to City Council at the scheduled May 20th City Council meeting. There are a number of complex issues with this year's preparation that need City Council input prior to the final completion of the recommended budget. The two key issues are 1) the impact of the Cabarrus County revaluation on the budget decisions, and 2) the implementation of more than 40 potential new projects and initiatives currently under consideration for the final Imagine Kannapolis Strategic Plan.

No specific action is requested of City Council at this meeting. Staff will present these issues and projects and answer any questions City Council may have. Additional input will be requested of City Council through the end of April to assist Staff in making final decisions regarding the recommended FY 25 Budget.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

Presentation Only.

Attachments

None



Kannapolis
Agenda Staff Report
April 8, 2024

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **VOTING DELEGATE - NCLM City Summit**

Action Requested by City Council

Appoint a voting delegate

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis is a member of the North Carolina League of Municipalities (NCLM). During the NCLM Annual CityVision Conference, held April 23-25, in Winston Salem, League members will attend the annual business meeting where the 2024-2025 electronic Board of Directors election results will be announced. Each member municipality shall ***designate one voting delegate*** who is eligible to cast a single vote for the 2024-2025 League Board of Directors in advance of the annual business meeting.

Fiscal Implications

None

Policy Issues

None

Legal Issues

In accordance with the By-Laws of the North Carolina League of Municipalities.

Recommendations and Alternate Courses of Action

None

Attachments

None