



**CITY COUNCIL
BUSINESS MEETING AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS NC
APRIL 22, 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

COMMUNITY ORGANIZATION AND CITY DEPARTMENT SPOTLIGHT

- A. City Department Spotlight: Transportation & Environmental Services Department
(Michael Rattler, Director of Transportation & Environmental Services)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

- A. National Day of Prayer (Darrell Hinnant, Mayor)
B. April Fair Housing Month (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **BUSINESS MEETING MINUTES** March 25, 2024 (Bridgette Bell, City Clerk)
B. **REVISED MEETING SCHEDULE** - Motion to adopt a revised schedule for City Council meetings. (Mike Legg, City Manager)

BUSINESS AGENDA

- A. **PUBLIC HEARING** - Conditional Zoning Map Amendment - CZ-2024-02 - Irish Glen Dr., W. "C" St. and Glenn Ave. (Richard Smith, Planning Director)
B. **PUBLIC HEARING AND RESOLUTION**- Request to rename Southern Avenue to Kannapolis Veterans Way (Richard Smith, Planning Director)
C. **PUBLIC HEARING AND APPROVE THE ANNUAL ACTION PLAN**- CDBG & HOME program funds for FY 2024-25 (Sherry Gordon, Community Development Program Administrator)
D. **PUBLIC HEARING AND RESOLUTION** - Authorizing the Sale of City owned property at 6106 Old Macedonia Ct (Irene Wong, Economic & Community Development Director)

- E. **ORDINANCE**- Street Acceptance Policy Text Changes (Michael Rattler, Director of Transportation & Environmental Services)
- F. **RESOLUTION** - Set the date for a Public Hearing for Acceptance of Opal Street for City Maintenance and Assessment of Cost Sharing of Street Improvements.
(Michael Rattler, Director of Transportation & Environmental Services)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

CLOSED SESSION - NCGS 143.318.11 (a) (3) to consult with an Attorney in order to preserve the attorney client privilege; G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area and G.S. 143.318.11 (a)(6) for the purpose of discussing personnel matters. (Mayor Pro tem Wilson)

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

April 22, 2024

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
Subject: City Department Spotlight: Transportation & Environmental Services Department

Action Requested by City Council

None. Presentation only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Michael Rattler, Director of Transportation & Environmental Services will provide an update.

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None



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

NATIONAL DAY OF PRAYER 2024

WHEREAS, the National Day of Prayer is observed on the first Thursday of May each year; and

WHEREAS, throughout the history of this nation, in times of plenty, in days of scarcity, in periods of joy and in moments of sorrow, many have turned to prayer, reaching out to a higher being for courage, for guidance, to give thanks and to seek solace; and

WHEREAS, at this important time in our nation's history, we pray for the brave members of our Armed Forces and their families, we pray for their safety, for the recovery of the wounded and for the peace we all seek; and

WHEREAS, the theme for 2014 is ***"ONE VOICE, UNITED IN PRAYER"***; and

WHEREAS, the 2014 National Day of Prayer provides an opportunity to pray for our nation, its people and its leaders while honoring the commitment to religious liberty and tolerance that contributes to our continued strength.

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, and in commemoration of this event, urge all citizens to join together in their homes, places of work and places of worship to pray for the unity of the hearts of all mankind, and to continue to pray for our city, our state and our nation.



IN WITNESS WHEREOF 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



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

FAIR HOUSING MONTH

WHEREAS, provision of fair housing opportunities for all citizens of Kannapolis is an important goal of the City of Kannapolis; and

WHEREAS, the City of Kannapolis, the North Carolina Human Relations Commission, concerned citizens, financial institutions and the housing industry are working to realize the dream of fair, safe, decent, and affordable housing for all city residents; and

WHEREAS, the participation of the City of Kannapolis with programs of the United States Department of Housing and Urban Development, which prohibits discrimination in housing because of race, color, sex, religion, disability, family status or national origin marking this April as the *fifty-sixth anniversary* of the Federal Fair Housing Act of 1968. This year's Fair Housing Month theme is "*Fair Housing: The 'Act' in Action*".

WHEREAS, by supporting and promoting fair housing and equal opportunity, we are contributing to the health of our city, our state, and our nation, and we are encouraging other to abide by the letter and the spirit of the Federal Fair Housing Act.

NOW, THEREFORE, I, Milton D. Hinnant, Mayor of the City of Kannapolis, North Carolina, by the virtue of the authority vested in me as Mayor along with the Kannapolis City Council do hereby proclaim April 2024 as:

"FAIR HOUSING MONTH"

in the City of Kannapolis and urge, all our citizens to rededicate themselves to ensuring that fair housing laws are always upheld, and all citizens are protected against discrimination.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 22nd day of April 2024.

Milton D. Hinnant

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
March 25, 2024**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, March 25, 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

Assistant City Manager: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	David Jordan	Annette Privette Keller
	Tony Eury	Terry Spry
	Gary Mills	Michael Rattler
	Greg Summitt	Jenny Johnson
	Kirk Beard	Richard Smith
	TJ Cook	Gerald Faulkner
	Jenny Johnson	Abiezer M. Morales
	Leo Page	Alex Anderson
	Sherry Gordon	

Others Present:	Bob Doty	Benny Baker
	Phil Goodman	Angela Hale
	Steve Lynch	Richard Griggs

1 Teresa Ballard Curtis Ballard
2 Jayne Williams Owen Reid
3 Joe Hatley Yolanda Cooke
4 Richard Chaney Ed Moler
5 Stephane Moler Darrell Lipe
6 Sophia Wilkerson Zach Erwin
7 E.B. Lentz Laney Morton
8 Tonya Childers Kevin Brown
9 Naomi Hatchell Elia Tyzinsui
10 Taylor Tapp Darryl Crumblin
11 Sonia Crumblin Pam Lambert
12 Greg Lambert Brianna Harris
13 Paige Gaskins Pam Smith
14 Mary Wilken Betty Rhyne
15 Olivia Linkel

16
17 **CALL TO ORDER AND WELCOME:**

18 Mayor Hinnant called the meeting to order and welcomed all in attendance. Mayor Hinnant led a
19 moment of silent prayer and Mayor Pro tem Wilson offered the Pledge of Allegiance.
20

21 **CITY DEPARTMENT SPOTLIGHT**

22 City Department Spotlight: Information Technology Department (Tony Eury, Director of
23 Information Technology) (Copy included as Exhibit A)
24

25 Mr. Eury presented an organizational chart outlining the responsibilities of the Department head,
26 which is to attend departmental head meetings, manage the budget, serve as project manager,
27 responsible for paying departmental invoices, serves as backup administrator and systems
28 engineer, backup audio/video and understands and translates departmental IT needs. The City has
29 356 computers, 42 physical and virtual servers along with AWS, 14 firewalls, 74 data switches,
30 182 Bosch cameras throughout all city facilities, 62 wireless access points, 63 tablets between fire
31 and operations and 116, citywide door control access.
32

33 The City has 398 full time and 163 part time employees. Employees have access to a help desk
34 ticketing system which is a software program to keep track of employee issues so that the IT team
35 can resolve them in a timely manner. It creates a digital record of the inquiry, notifies the
36 designated IT team for assistance, which reduces wait times and improves response efficiency.
37 Over the past 90 days, the IT team has responded to 187 software issues, 105 hardware issues, 57
38 network issues, 11 desk phone problems with 121 of other issues.
39

1 Ongoing projects includes:

- 2 • Departmental Software Migration to Cloud
- 3 • User and Shared File Remote Access
- 4 • Downtown Video Cameras
- 5 • Redundant Environment for Public Safety
- 6 • Customer Service Utility Billing Enhancements
- 7 • Audio Video Upgrades for Laureate Center
- 8 • Operations Center Workorder Management Enhancements
- 9 • AWS Upgrades for Critical Path Architecture
- 10 • Police Interview Room Camera Upgrades

11
12 Council Member Kincaid asked who monitors the downtown cameras. Mr. Eury stated the cameras
13 are controlled by the Police Department. So,
14 if there is an issue and is reported to the City, Police Staff can go and look at the video. Generally,
15 if we get a report for camera issues or maintenance, most likely will turn into an investigation. All
16 of the data is kept on file.

17
18 **ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions.**

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

21
22 **PROCLAMATIONS:**

23 Mayor Hinnant recognized National Women's History Month and presented Fire Chief Winecoff
24 a Proclamation for National Red Cross Month. Council Member Dixon recognized Chief Winecoff
25 as receiving the Community Impact Award from the American Red Cross of the Southern
26 Piedmont.

27 His commitment to public safety and ongoing training has contributed significantly to this
28 community.

29
30 **CONSENT AGENDA – Motion to approve Consent Agenda or make revisions.**

31 Mayor Pro tem Wilson referring to Consent Agenda Item “C”, Budget Amendment, asked if the
32 City was paying for the MLK Bridge. City Manager Legg responded that NCDOT is covering the
33 cost of construction. The City is paying for the aesthetics to the bridge.

34
35 Council Member Berry noted a type on the February 26, 2024, minutes, page 10, line 23, Phil
36 Goodwin should be listed as Phil Goodman.

37
38 Mayor Pro tem Wilson made a motion to approve the Consent Agenda. Motion was seconded by
39 Council Member Dayvault and approved by unanimous vote.

1 **BUDGET AMENDMENT** - Appropriating Cash Reserves for Fire Stations #1 and #4 Furniture
2 and Fixtures (Jerome Blakeney, Director of General Services, Kristin Jones, Assistant to the City
3 Manager) (Copy included as Exhibit B)

4 **BUDGET AMENDMENT** - Appropriating Cash Reserves in Water and Sewer Fund for
5 Contracted Services and other expenses (Alex Anderson, Director of Water Resources, Kristin
6 Jones, Assistant to the City Manager) (Copy included as Exhibit C)

7 **BUDGET AMENDMENT** - Appropriating Cash Reserves for the MLK Jr. Avenue Bridge
8 Replacement Project (Wilmer Melton, Assistant City Manager, Kristin Jones, Assistant to the City
9 Manager) (Copy included as Exhibit D)

10 **AMEND CITY WIDE FEE SCHEDULE**- to add EV Charging Station Fees. (Wilmer Melton,
11 Assistant City Manager, Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit
12 E)

13 **ORDINANCE** - Amending the Downtown Social District Map to include Parklets on Main Street
14 (Gary Mills, Parks & Recreation Director) (Copy included as Exhibit F)

15 **ORDINANCE** - Amending Schedule 8 (Speed Limits) of the Traffic Control Schedule (Michael
16 Rattler, Director of Transportation & Environmental Services) (Copy included as Exhibit G)

17
18 **MOTION** - To accept the deed for the Overlook 85 Water Tower (Walter Safrit, City Attorney,
19 Wilmer Melton, Assistant City Manager) (Copy included as Exhibit H)

20 Minutes: February 12, 2024, Work Session (Bridgette Bell, City Clerk)

21 Minutes: February 26, 2024, Business Meeting (Bridgette Bell, City Clerk)

22
23 **BUSINESS AGENDA**

24 **RESOLUTION - Approving the Parks and Recreation Comprehensive Masterplan (Gary**
25 **Mills, Parks & Recreation Director) (Copy included as Exhibit I)**

26 Mr. Mills introduced Jon Woods, Consultant with Benesch. Mr. Mills explained that the existing
27 2014-2024 Parks and Recreation Masterplan is about to expire. Staff began the process in late
28 2022 of revising the existing Masterplan by conducting a statistically valid community wide parks
29 and recreation survey with those findings having been previously presented to council. With input
30 from this survey, the Parks and Recreation Commission (also acting as the focus group for the
31 Imagine Kannapolis Strategic Initiative), and additional input from community meetings,
32 recommendations were developed, and the new Masterplan has been completed. The Masterplan
33 will assist in the guidance for additional recreational facilities into the future. Council will be asked
34 to approve a Resolution adopting the 2024-2034 Parks and Recreation Comprehensive

1 Masterplan. (Masterplan is included as Exhibit G).

2
3 Mr. Woods gave a brief overall view of the Parks and Recreation Comprehensive Masterplan
4 which includes a list of all the City parks, covering approximately 285 acres. Additionally, the
5 City owns about 91 acres of undeveloped greenspace, park land.

- 6
7
 - Districts parks include the Vietnam Veterans Park – 90 acres (operated by Cabarrus
8 County).
 - Community Parks are Bakers Creek Park – 36.831 acres, Village Park – 16 acres, Walter
9 M. Safrit Park – 19.55 acres,
 - 10 • Mini Parks include Mountain Street Park – 2.56 acres, Dale Earnhardt Tribute Site – 0.751
11 acres, Kannapolis Cemetery – 8.26 acres,
 - 12 • Civic Parks are Veterans Park 1.44 acres, Clarice Women’s Triangle – 0.20 acres,
 - 13 • School Facilities – Kannapolis City Schools (6th grade) 24.64 acres , Kannapolis Middle
14 School (7th-8th grade) 31.80 acres, Kannapolis City Schools – Shared Use Facilities. The
15 City and Kannapolis City Schools have a joint use agreement for usage of various
16 recreation facilities. The City has usage of the gym, athletic fields, tracks, and playgrounds.
17 In exchange the Kannapolis City Schools get usage of other City facilities such as the
18 Laurae center. There are seven facilities included in the agreement,
 - 19 • Greenways include the 8th Street Greenway – 45.94 acres, Bakers Creek Greenway Irish
20 Buffalo Creek Greenway (Planned) and the Rocky River Greenway. The City currently
21 owns several properties that have potential for park and recreation development. One
22 aspect of the Master Plan process will be to explore the needs and opportunities offered by
23 these undeveloped assets. Undeveloped properties with park development include the Old
24 Cannon Landfill site, Plant Four Park, Pine Street Property, Eastside Park Property,
25 Westside Park Property. Special Use Facilities are Pleasant Avenue Park – 4.51 acres,
26 Atrium Health Ballpark, Gem Theater, Swanee theater, West Avenue Streetscape (Liner
27 Park and the Horseshoe Park.

28
29

30 Following presentation, several questions were asked about Vietnam Veterans Park. The City
31 owns the land, and it is operated and maintained by Cabarrus County.

32
33 The Parks and Recreation Commission voted unanimously to supports the Parks and Recreation
34 Comprehensive Masterplan at their March 12th meeting.

35
36 There being no further questions or comments, Mayor Pro tem Wilson made a motion to approve
37 the Parks and Recreation Comprehensive Masterplan. Motion was seconded by Council Member
38 Kincaid and approved by unanimous vote.

1 Mayor Hinnant thanked Mr. Woods and Mr. Mills for the presentation.

2 **RESOLUTION - Support to apply for a Parks and Recreation Trust Fund Grant (Gary**
3 **Mills, Parks & Recreation Director) (Copy included as Exhibit J)**

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

15
16 Following two public meetings to re-present the Masterplan for the project on February 29th of
17 this year and 70 families attended to see the park plans. There was overwhelming support for the
18 project and one individual even presented a petition with over 200 names in support of the project.

19
20 The Parks and Recreation Commission unanimously supported moving forward with the PARTF
21 application at their March 12th meeting.

22
23 Mr. Mills noted there are several approvals the City must have to apply for the grant, and resolution
24 of endorsement by the elected officials is one of those items. We are seeking approval to apply for
25 the PARTF grant seeking **\$500,000** in funding; the City will over match the grant with
26 approximately **\$4.7 million dollars** for a total of an estimated **\$5.2 million dollar** project. Grants
27 are to be awarded in August of this year and the City will have 3 years to complete the park project.
28 The deadline for the submittal is May 1st of this year, but there is still a lot of work to do before
29 then. The intent would be to go ahead and start the surveys, project design, and environmental
30 studies now, so the project will be close to ready to go to bid by the end of the summer.

31
32 The City of Kannapolis will be seeking a PARTF grant in the amount of \$500,000 to assist in the
33 development of the Eastside Park. The total project cost is estimated to be around \$5.2 million. If
34 the grant is received, the City's responsibility will be around \$4.7 million.

35
36 There being no questions or comments, Council Member Dixon made a motion to approve a
37 Resolution of support to apply for a Parks and Recreation Trust Fund Grant. Motion was seconded
38 by Council Member Berry and approved by unanimous vote.

1 **DISCUSSION - Safety Changes for City Council and Board and Commission Meetings (Mike**
2 **Legg, City Manager, Walter Safrit, City Attorney) (Copy included as Exhibit K)**

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

11
12 Staff believes there are four primary options to consider addressing this issue:

- 13 1. **Take no action.** To date and to the best recollection of those that have been with the
14 City for several decades, the City has not experienced any incidents at public meetings
15 related to a weapon of any kind. Obviously, that is not implying that an incident would
16 not and could not occur, but to date the City has been fortunate to
17 avoid this kind of occurrence. Of course, this is by no means a fool-proof solution. The risk
18 is always there for an incident to occur.
19
- 20 2. **Direct staff to increase the presence of police officers at public meetings in the**
21 **Laureate Center.** At least one police officer (usually the Chief) attends virtually all
22 City Council meetings. There is typically no police presence at meetings of citizen-
23 led boards and commissions. This presence could be increased for City Council
24 meetings (two officers) and 1-2 added for other citizen-led board meetings. Additional
25 monitoring of the parking lots before and after the meetings could be an added level of safety
26 enhancement.
27
- 28 3. **Amend the current weapons prohibition Ordinance to specifically allow for those**
29 **with concealed carry permits to possess them in City buildings.** Since 2014, this
30 has been the policy of both Rowan and Cabarrus counties for most county buildings
31 and properties. In some jurisdictions, this is a Constitutional/2nd Amendment issue.
32 That may also be a philosophical position of members of City Council. However, in
33 this context, the change would be more practically focused on permitting individuals
34 to protect themselves in the situation of a violent encounter, since there would not be
35 any practical assurances that some in the meeting may be illegally carrying handguns,
36 and some may not (due to their compliance with the ordinance prohibition). It should be
37 noted that Chief Spry is not in favor of this option; his opinion is that allowing handguns in an
38 enclosed area with a relatively high density of people presents a potential set of challenges that
39 is hard to manage should an incident occur.

1 This is purely a City Council policy issue. The Police Chief does not recommend Option
2 3 due to how the relatively high density of people can lead to an accident.

3
4 Staff believes that all of the other options have pros and cons but are reasonable actions
5 for City Council to consider.

6
7 **1. Actively enforce the current weapons prohibition for City Council and other**
8 **Board and Commission meetings. This would involve several new protocols**
9 **for these meetings:**

- 10 a. Sworn officers would be assigned to each public meeting (about 50 per year)
11 to manage the screening of meeting participants.
12 b. Two hours prior to the meeting, mobile metal detection equipment will be
13 moved from storage to the single-entry point in the gallery outside the
14 Laureate Center (General Services Department). The walk through equipment
15 will be more efficient than handheld wands, but both options would be
16 explored by the Police Department.
17 c. Large bags would be subject to search. Typically, belts, jewelry, etc. would
18 not have to be removed.
19 d. At least an hour prior to the meeting, the Laureate Center would be swept by
20 police officers, and it would be locked down at that point via the I.T.
21 Department (badges would no longer work for access to the Laureate Center).
22 All meeting participants (including all City staff and members of City
23 Council or other citizen board members) would be required to enter the
24 Laureate Center at the single-entry point. If anyone were to exit the Laureate
25 Center at any time, re-entry would be at the single-entry point.
26 e. Meeting participants will be encouraged to arrive early to avoid waiting in
27 line for entry to the meeting.

28
29 Mr. Legg noted that the City of Concord and City of Gastonia implemented the approach of a
30 mobile metal detector. This equipment is the only option for detecting weapons or metal
31 objects concealed on one's person. It is not feasible or prudent for us to physically search
32 every individual entering the building. To address the perception by some that by providing
33 security measures for certain meetings versus everyday (i.e., added security for employees
34 and visitors) is unfair. To address that, City staff is developing plans as part of a planned City
35 Hall renovation project to tighten security for the entire building.

36
37 City Staff believes there are five options:

38 **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. Chief Spry is against this option due to how the “relatively high density of people” can lead to an accident.
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.

Mayor Pro tem Wilson stated at every event he has attended where there is a good size crowd, there is always a metal detector used as a safeguard. He does not understand the unwillingness to put that in play here. In the past, he has been told by other Council Members they were carrying and nothing was done about it. It is his feeling that we either get metal detectors, or nobody carries, or everybody carries. He feels uncomfortable about being in a room with someone that could be carrying a gun, and he doesn't have one. However, the City has not chosen to enforce the ordinance. If he were sitting in the audience, would make him feel better if there were metal detectors. He further stated that he is a coach at A.L. Brown High School, and he has to go through a metal detector. It is very simple answer and does not feel it is being disrespectful to the Police or anyone else.

Council Member Dixon is vehemently opposed to having concealed carry in a building such as this. She feels there are too many matters where tempers flare and if there are a majority of the audience carrying, Council is sitting ducks. Chief Spry has at least one or two other officers in the building and feels very secure with having police presence at the meetings. If concealed carry is allowed, we are opening up ourselves to harm. If we have a Chief of Police who does not recommend having weapons in the building, feels we need to respect his professional opinion.

Council Member Dayvault stated it is kind of like this fantasy world, only the honest people are going to follow the rules. If you have a sign that says no guns, the honest people will follow that. The people that are intending to harm the public or anyone on this board, don't care what the rules says on the building. The current policy says no weapons are allowed in building is as useless as a piece of paper. Either we have to do something like having metal detectors or we grant people their constitutional right to be able to carry a weapon if they have been sworn to carry a conceal permit. He understands Chief Spry's concern about having a high density of people carrying even if they are certified. A person that has been certified to carry a weapon versus someone who says, “I am going to carry, regardless of what the law says”. There are good Samaritans across the country who have saved church members lives by having people in the church carry. There are churches in town who proactively encourage their members to carry because they don't have the money for security. We do have money for security, we have money to spend on parks, and other

1 things. Given how politics are these days, feels the need to spend a little bit of money on metal
2 detectors at the front door. He does not like to go through a metal detector, but unfortunately that
3 is the reality is that we find ourselves in. He also encouraged to have more police presence at our
4 meetings. He and Mrs. Berry served on the Board of Adjustment and those meetings were more
5 contentious than these meetings. In talking about people's land use and variances, tempers do flair.
6 He agrees that by having metal detectors would be an appropriate route to take.

7
8 Council Member Kincaid agrees with Mrs. Dixon and Mr. Dayvault. His concern is for the
9 safety of all. If weapons were permitted, could lead to a dangerous situation. He agrees on
10 the metal detectors, at least it is the first step of security.

11
12 Council Member Berry asked if metal detectors are installed, would they only pertain to Council
13 meetings, or would it include proms and other events. Mr. Legg responded that for now, yes,
14 Council, Board of Adjustment, Planning & Zoning, any public meetings that occur in this space.
15 It can be extended to other events as the equipment is mobile and can be used at any time. It could
16 be that other groups make this request and would pay for additional police overtime. All can be
17 factored into the rental fee.

18
19 Council Member Jackson if we would be using a handheld metal detector and not fixed. Mr. Legg
20 responded that the City of Concord uses a fixed device, but staff is considering a mobile unit. Mr.
21 Jackson asked if it would require any additional personnel. Mr. Legg stated probably two officers.

22
23 Mayor Hinnant voiced his concerns on having measures only apply to public meetings at City Hall.
24 He is uncomfortable and if we're only going to do this for us it should be done for other official
25 meetings that are held at City hall. It may suggest that we are special and that we need to be
26 protected when the others shouldn't be protected.

27
28 Mobile metal detection equipment that includes walk-through equipment or handheld wands
29 would be set up a couple of hours before each meeting begins. Officers would be present to monitor
30 people coming to the meetings. Large bags would be searched, but belts and jewelry would not
31 have to be removed. Anyone coming to or leaving a meeting would have to use the main entrance
32 of City hall. Cost would range from approximately from \$5,000 to \$10,000.

33
34 Council Member Dayvault made a motion to adopt a Resolution- Option 4, establishing enhanced
35 security measures to actively enforce the prohibition of weapons at City Council and Board and
36 Commission meetings. Motion was seconded by Council Member Kincaid. The motion was
37 approved by a 6-1 vote with Mayor Hinnant voting No.

1 **CITY MANAGER COMMENTS:** Mr. Legg stated that the City had submitted a congressional
2 appropriation request through Representative Adam's office requesting funding for the Midlake
3 Avenue sidewalk. This topic has been built into the financial plan which will be presented to
4 Council in the next several weeks. Mr. Legg also noted that at the next meeting Council will be
5 asked to give direction on several budget topics. May 27th is typically the meeting he presents the
6 budget, however that day is Memorial day. It is suggested that Council continue their May 13th
7 meeting to May 20th.

8
9 **CITY COUNCIL COMMENTS:**

10 Mr. Kincaid asked the City Manager if he could give a recap of when Council attended the NLC
11 Congressional conference in Washington in March. Mr. Legg noted he would be happy to do so at
12 the next meeting.

13
14 Mayor Pro tem Wilson asked if Mr. Legg was successful in getting some funding for the Rose Hill
15 Church flooding issues. Mr. Legg stated that issue is still being discussed. Part of the concern is
16 that there is only so much you can do. If the storm water problem is fixed, the church is still in a
17 flood zone. The better solution is to get the church out of the flood zone and Staff is still
18 considering options.

19
20 Council Member Jackson requested that the downtown parking program be accelerated. There are
21 a lot of potential areas downtown where people can park. He noted that it's a tough situation for
22 the smaller downtown merchants and feels we need to move quickly.

23
24 Council Member Dayvault noted he was sick and did not attend the meeting where the Rose Hill
25 Church presentation was made by Staff. He asked if this was a recent flooding or if church had
26 ever flooded before? Does anyone have any record of past flooding? His question is what has
27 changed upstream to cause this problem? Every time there is a flooding issue, it is a multi-multi-
28 multi-million-dollar solution. These flooding issues has just begun the past five to ten years and
29 he wondered what had changed. Mr. Legg responded he did not feel that new development in this
30 area was causing this problem. Mr. Legg reiterated one solution to fixing the problem is to get the
31 church out of the flood zone.

32
33 Mr. Dayvault asked as part of the budget process, look at a way to fund the lighting for Kannapolis
34 Parkway. This road is way too busy and way too dark.

35
36 **SPEAKERS FROM THE FLOOR:**

37 Benny Baker Of 4301 Camden Avenue stated he has been to Council several times trying to keep
38 a homeless shelter being dumped in his back yard. The City was going to give funds to Ed Hosack,
39 and he also went to Cabarrus County and asked the same thing. Thank God all that got cleared up

1 and believed he and the neighbors would not have had to come if the City and Cabarrus County
2 had not given Hosack money. In his opinion, Ed Hosack is a snake oil salesman. He asked out of
3 all the other people that Mr. Kincaid could have sold his property to, did it have to be Ed Hosack.
4 The City gave him \$3 million dollars and then he turns back around and puts it back into his pocket,
5 and you (Mr. Kincaid) step down because it was an unethical rotten deal. By stepping down was a
6 good thing but you slivered your way back in here. His question is why the vote was ever taken
7 when all the members were not present. The vote should have not been taken until all Council was
8 present or Mr. Wilson should have voted by proxy vote.

9
10 Phil Goodman of 1005 Central Avenue asked how Mr. Kincaid is able to work and receive income
11 from both sides of the contract that made it possible for CCM to receive the \$3million from the
12 City of Kannapolis. He asked how CCM knew about the \$9 million CARES grant. Mr. Kincaid
13 knew the City was going to embark on meeting the needs of the homeless and also aware of the
14 \$9 million dollars. He asked is it possible that Mr. Kincaid used inside information that was not
15 being shared at the time. Is the number of rooms for assistant living being increased, possibly
16 because of the cost of operation.

17
18 Mr. Kincaid has been allowed on two different occasions to give his rebuttal to the public
19 comments, while seated at this Council. Either the comments should have been forbidden, or Mr.
20 Kincaid or anyone else should sit out here with us and make those comments. To the best of his
21 knowledge, since January, there has been very little talk about the about the \$3 million dollars. By
22 Mr. Kincaid's outrage at Council meetings, calling citizens down and accusations toward citizens
23 is unacceptable and a disgrace and he should publicly apologize. Mr. Hinnant should also make a
24 public apology for his behavior and accusations.

25
26 Angela Hale of 627 Peacehaven Road, appeared at the last meeting asking Council for a revenue
27 neutral budget. After listening to all the public comment about Mr. Kincaid, decided to do research
28 for herself. NCGS 14-234 talks about exceptions on how an official can operation on bother sides
29 of a contract. Everything she has read in this situation, does not apply to any exception, so you are
30 in violation of taking money from the citizens and being on both sides. NCGS 143.318.11 talks
31 about what can be discussed in closed sessions. Most of the time closed sessions are for HR matters
32 and economic development. When the City voted on this matter on December 11, Mr. Kincaid had
33 resigned. He did not resign on his own, but certain members of Council asked him to resign. It was
34 voted on December 11, which means that Council decided to spend \$3 million dollars in one
35 meeting. \$3 million is 3% of this total budget. That leads her to believe there had to be more
36 meetings and shame on Council if they decided to spend that much money in one meeting.

37
38 The decision was made on December 11 with the closing of the deal on December 15. It tells her
39 that most of the discussion happened in closed session. The point is that Mr. Kincaid has been on

1 both sides of the contract. She does not believe he is fit to serve, has violated the laws and Mr.
2 Hinnant has violated the law by reappointing Mr. Kincaid. As a citizen, she wants to know the
3 lawyers who said this action was ok. She has given her name, address, email, and phone number.
4

5 Richard Griggs of 814 West B Street asked if Bakers Creek Park is included in the five-year plan.
6 He walks in Bakers Creek Park and invited Council to walk with him and see all the work that
7 needs to be done. He asked if the park was owned and maintained by the City. Mayor Hinnant
8 directed him to Gary Mills, Parks, and Recreation Director.
9

10 Bob Doty of 6325 Stirewalt Road stated when he studied for his conceal carry permit, it was
11 apparent that government buildings were on a list of places that no one was allowed to carry. We
12 don't have the right to carry in a governmental building and questions how a municipality can
13 make a law that supersedes state law. It is his concern that the Resolution adopted tonight is acted
14 upon and no free passes for anyone to come in the side, back door or go to dinner and come back
15 to the room. When it means everybody unarmed, it means everybody unarmed.
16

17 Steve Lynch of 2007 Normandy Road asked when will the City quit giving Ed Hosack (CCM)
18 money. The City of Concord, Cabarrus County and now the City of Kannapolis, this man has
19 money coming in from everywhere. He has petitioned every church in this area and tried to put a
20 homeless camp in his neighborhood. He sent out six letters in the neighborhood of over 300
21 residents. Where he was wanting to put this site, the Fire Chief had to evaluate the people on
22 Tiffany Drive, a flood zone. This is where he wanted to put the shelter. The land is worthless and
23 is why Hosack was given the land. Council is supposed to be good stewards of the people's money
24 and are not good stewards when you give this man money.
25

26 Teresa Ballard of 911 McLain Road has a small business and does a lot of small events in
27 Kannapolis. She recently received an email regarding Jiggy with the Piggy. She said if you don't
28 see that email immediately and you don't get your application in, nine times out of ten, you won't
29 be able to get a booth at Jiggy with the Piggy. She called and asked why. She was told the email
30 went out on Thursday. She did not see the email until Friday night and by that time, all slots had
31 been filled. Her husband is disabled, and this is her only livelihood. She asked consideration for
32 local citizens to have first choice instead of out of state people.
33

34 Curtis Ballard of 911 McLain Road stated he appreciated each and every Council member and
35 what they do. We may not always agree, but someone has to do the job. He has heard all the attacks
36 brought forth regarding the CCM and the Caremoor deal. He asked how many have ever walked
37 out to a homeless camp or walked out into the woods in 20-degree weather where there are 60
38 people sleeping outside. He personally does not care about \$3million dollars, it is his
39 understanding it was a grant, not the City's money and did not come out of the City's account. He

1 was told that the Council has talked for years about some kind of plan for the homeless women
2 and children. He has seen these people and kids sleeping out in the woods. There are hundreds and
3 recently spoke to one homeless man. The man told him when he woke up this morning in the
4 woods, it was raining, and he was soaking wet. He had no where to go. Mr. Ballard said he put this
5 man up in a hotel. He said when this Council will take a stand to help the homeless to get the
6 children out of the woods to somewhere where it is dry and warm and have a bed to sleep in and
7 will take the heat; I say thank you.

8
9 Council Member Dayvault asked if there can be a review of the vendor policy for Jiggy with the
10 Piggy. How does that work so they will know what should be done or give feedback. Mr. Legg
11 said yes, once he talks to Gary Mills, will provide that information to Council.

12
13 There being no other speakers, Mayor Pro Wilson made a motion to adjourn. Motion was seconded
14 by Council Member Dixon and approved by unanimous vote.

15
16 The meeting adjourned at 8:00 PM on Monday, March 25, 2024.
17
18
19
20

21 _____
Milton D. Hinnant, Mayor

22
23 _____
24 Bridgette Bell, MMC, NCCMC
25 City Clerk



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **RESOLUTION AMENDING MEETING SCHEDULE** - Motion to adopt a Resolution amending the Council meeting schedule.

Action Requested by City Council

Motion to adopt a Resolution amending the meeting schedule for City Council Meetings.

Required Votes to Pass Required Action

Majority Present at Meeting

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. It is recommended that Council adopt a revised meeting schedule adding additional work sessions for May 9th and May 20th.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve a Resolution amending the meeting schedule of the City Council (Recommended)**
2. Amend meeting dates.
3. Table to a future meeting.

Attachments

1. Resolution adopting 2024 meeting schedule
2. Amended 2024 Schedule effective 04-25-2024

**RESOLUTION
AMENDING THE REGULAR MEETING SCHEDULE
OF THE KANNAPOLIS CITY COUNCIL
FOR THE YEAR 2024
Effective 04-22-2024**

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

1. The Kannapolis City Council shall hold a Work Session on the Second Monday of each month beginning at 4:30 PM and held at the Kannapolis City Hall, Council Chambers, located at 401 Laureate Way, Kannapolis, NC with the exception of Thursday, May 9th. All other workshop meetings will be held on the following dates:

Thursday, May 9, 2024
Monday, May 13, 2024
Monday, June 10, 2024
Monday, July 08, 2024
Monday, August 12, 2024
Monday, September 09, 2024
Monday, October 28, 2024
Monday, November 11, 2024 (Canceled)

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

Monday, May 20, 2024
Monday, June 24, 2024
Monday, July 22, 2024
Monday, August 26, 2024
Monday, September 23, 2024
Monday, October 28, 2024
Monday, November 25, 2024
Monday, December 09, 2024

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

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

Adopted this 22nd day of April, 2024.

ATTEST:

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk



**KANNAPOLIS CITY COUNCIL
REVISED MEETING SCHEDULE 2024
Effective 04-22-2024**

January 8	Work Session	4:30 PM
January 22	Business Meeting	6:00 PM
February 12	Work Session	4:30 PM
February 26	Business Meeting	6:00 PM
March 11	(Cancelled)	-----
March 25	Business Meeting	6:00 PM
April 8	Work Session	4:30 PM
April 22	Business Meeting	6:00 PM
May 9 *	Work Session	4:30 PM
May 13	Work Session	4:30 PM
May 20*	Business Meeting	6:00 PM
May 27	Memorial Day –	Meeting Cancelled
June 10*	Business Meeting	6:00 PM
June 24	Business Meeting	6:00 PM
July 8	Work Session	4:30 PM
July 22	Business Meeting	6:00 PM
August 12	Work Session	4:30 PM
August 26	Business Meeting	6:00 PM
September 9	Work Session	4:30 PM
September 23	Business Meeting	6:00 PM
October 14	Work Session	4:30 PM
October 28	Business Meeting	6:00 PM
November 11	Veterans Day-	Meeting Cancelled
November 25	Business Meeting	6:00 PM
December 9	Business Meeting	6:00 PM

CHANGES NOTED BY BOLD (*)

All meetings will be held in the Council Chambers, Kannapolis City Hall located at 401 Laureate Way, Kannapolis.



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING** - Conditional Zoning Map Amendment - CZ-2024-02 - Irish Glen Dr., W. "C" St. and Glenn Ave.

Action Requested by City Council

1. Hold a Public Hearing on request for conditional rezoning for CZ-2024-02
2. Adopt a Statement of Consistency for CZ-2024-02
3. Adopt a Resolution to Zone for CZ-2024-02

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant, M/I Homes of Charlotte, LLC, is proposing to rezone approximately 47.96 +/- combined acres of property from City of Kannapolis Office-Institutional (O-I) zoning district to City of Kannapolis Residential 8 – Conditional Zoning (R8-CZ) zoning district. The subject properties are located at 304, 308, 312, 316, and 320 Irish Glen Drive, as well as three unaddressed parcels on W C Street and one unaddressed parcel on Glenn Avenue. The properties are further identified as Rowan County Parcel Identification Numbers (PIN) 142 174, 142 175, 142 176, 142 177, 142 178, 142 180, 142 179, 142 173, and 142 186, respectively.

The applicant is proposing to construct a 233-unit townhome development. The existing greenhouses along Glenn Avenue, a portion of PIN 142 186, are proposed to be subdivided and retained by the existing property owner. The zoning on the greenhouse parcel is proposed to remain Office-Institutional (O-I). It is not included in this conditional rezoning request.

The required neighborhood meeting for a conditional rezoning application was held on January 4, 2024, at 6 p.m. at Memorial United Methodist Church. The information from that meeting are included with Council's packet information.

Although the Planning and Zoning Commission approved the rezoning request at their March 19, 2024 meeting, the approval was by less than the three-fourths majority required for Planning Commission approval of zoning map amendments. Some concerns discussed at the Planning Commission review of the request included: visitor and on-street parking, traffic impacts, green space, an increased buffer (applicant agreed to a 20-foot buffer), potential Glenn Avenue improvements, the speed limit on West C Street, total number of units, tree preservation, and overall fit within the existing community. Staff and the applicant are prepared to discuss these items at City Council's hearing on the matter.

Fiscal Implications

None

Policy Issues

Section 2.5.A.(2).c. of the KDO states that Amending the Zoning Map is a matter committed to the legislative discretion of the Planning and Zoning Commission or of the City Council, as authorized by this section. In determining whether to adopt or deny the proposed amendment, the Planning and Zoning Commission or the City Council, as applicable, may consider, and weigh the relevance of, whether and to what extent the proposed Zoning Map amendment:

1. Is the proposed rezoning consistent with the Comprehensive Plan and other applicable adopted City plans?

The subject properties are in the "Urban Residential" Character Area as designated in the *Move Kannapolis Forward 2030 Comprehensive Plan*. Single family detached, and single family attached residential homes are listed as primary uses. Therefore, the proposed use is consistent with the goals and objectives of the Plan.

2. Is the proposed rezoning in conflict with any provision of this Ordinance or the City Code of Ordinances?

No, the proposed rezoning is not in conflict with any ordinances.

3. Does the proposed rezoning correct an error in the existing zoning present at the time it was adopted?

Generally, no. The primary intent of the rezoning is not to correct an error in the existing zoning. Nevertheless, the five existing townhomes fronting Irish Glen Drive would become conforming uses with approval of this conditional rezoning request. Under the KDO, townhomes are not permitted in the O-I District. Townhomes, however, were permitted under the UDO.

4. Does the proposed rezoning allow uses that are compatible with existing and allowed uses on surrounding land and with the stability and character of any adjacent residential neighborhoods?

Yes, the proposed rezoning and use of the property for a townhome development is consistent with existing surrounding land uses. The subject property abuts Residential 8 (R8) properties on the south and west. The adjoining properties along the entirety of the eastern property line are zoned R8. The adjacent church property, located at the intersection of W C Street and Glenn Avenue, is zoned Mixed Use Neighborhood (MU-N). The property to the north is zoned Office Institutional (O-I).

5. Does the proposed rezoning ensure efficient development within the City, taking into consideration the capacity and safety of the street network, the adequacy of public facilities, the suitability of the land for the uses allowed under the existing zoning, and other relevant considerations?

Yes, this property is a suitable use allowed under the requested zoning. The applicant conducted a Traffic Impact Assessment (TIA) for the proposed townhome development. The study analyzed four intersections: (1) W C Street and Glenn Avenue, (2) W C Street and the proposed access point for the development, (3) Glenn Avenue and the proposed access point for the development, and (4) Loop Road N./Dale Earnhardt Boulevard and W C Street/S. Walnut Street. The applicant's TIA indicated that no mitigation was needed, and no improvements were recommended. City Staff, however, support a deceleration lane from

westbound W C Street into the proposed development as a condition of approval. Public water is available to the site and the project has received wastewater allocation.

6. Does the proposed rezoning result in a logical and orderly development pattern, taking into consideration the size of the subject lands and the zoning and existing and proposed development on surrounding lands?

Yes, the property is within the growth area for the City of Kannapolis, and the proposed development of townhomes is consistent with surrounding zoning and existing uses.

7. Does the proposed rezoning result in significant adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?

No, there are no anticipated significant environmental impacts from rezoning this property. A perennial stream, Baker Branch, and associated flood zone are located along the northern property line. The development will be required to conform to all applicable local, state, and federal environmental regulations.

Legal Issues

City Council is required to adopt a "Statement of Consistency", addressing whether the proposed rezoning is consistent with the "Future Land Use and Character Map" of the 2030 Comprehensive Plan.

Statement of Consistency: *Kannapolis City Council finds this rezoning **consistent** with the goals and policies of the Move Kannapolis Forward 2030 Comprehensive Plan ("2030 Plan"), adopted by City Council, which designates the subject properties as located within the "Urban Residential" Character Area in the 2030 Plan. City Council finds the request for rezoning compatible with the surrounding zoning and it is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor anticipated to generate parking problems or any adverse impact on the environment.*

Recommendations and Alternate Courses of Action

City Council may take one of the following actions on this rezoning:

APPROVAL (Recommended)

Approve with conditions and consistency: City Council finds that the proposed rezoning is consistent with the "Urban Residential" Character Area as designated in the Move Kannapolis Forward 2030 Comprehensive Plan. (A separate Statement of Consistency is provided as an attachment.)

Motion 1 - Move to adopt the Statement of Consistency

Motion 2 - Move to adopt a Resolution to Zone for Case #CZ-2024-02 with the following conditions:

1. The permitted uses allowed by this rezoning shall be limited to those uses and accessory uses allowed by-right in the Residential 8 (R8) zoning district. The intent of this rezoning submittal is to provide for a residential community.
2. The number of single-family detached units shall not exceed 233.
3. The six-foot (6') Type B landscape buffer shall extend along the entire length of the eastern perimeter property line from the most southern point to the proposed internal access street.

4. A pedestrian connection from the proposed townhome development to the greenway shall be incorporated into the development's design and shown at time of site plan submittal.
5. The development depicted on the Rezoning Plan are schematic in nature and are intended to depict the general arrangement of such uses and improvements on the site. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Rezoning Plan are graphic representations, and they may be altered or modified in accordance with the City of Kannapolis Development Ordinance.
6. A North Carolina Department of Transportation (NCDOT) driveway permit shall be obtained for site access points. Access points shall be located as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required to accommodate final site and construction plans and designs and any adjustments required for approval by the City of Kannapolis and/or NCDOT.
7. A westbound deceleration lane for the access point on W C Street shall be determined and designed in coordination with City staff at time of site plan submittal.
8. The alignments of the internal streets, driveways, and vehicular circulation areas may be modified by the applicant to accommodate changes in traffic patterns, parking layouts, and any adjustments required for approval by the City of Kannapolis and/or NCDOT.
9. A final site plan, in compliance with the applicable Kannapolis Development Ordinance standards, shall be submitted to and approved by City Staff prior to issuance of a Zoning Clearance Permit.
10. The final site plan shall comply with the current Kannapolis Land Development Standards Manual.

APPROVAL with no conditions

Approve with no conditions and deem consistent: City Council finds that the proposed rezoning is consistent with the "Urban Residential" Character Area as designated in the Move Kannapolis Forward 2030 Comprehensive Plan. (A separate Statement of Consistency is provided as an attachment.)

Motion 1 - Move to adopt the Statement of Consistency

Motion 2 - Move to adopt a Resolution to Zone for Case #CZ-2024-02 with no conditions

DENIAL

Deny and not consistent: City Council finds that the proposed rezoning is not consistent with the Comprehensive Plan and does not consider the action to be reasonable and in the public interest.

Motion 1 - Move to adopt a Statement of Inconsistency

Motion 2 - Move to Deny rezoning Case #CZ-2024-02

Attachments

1. 1. CZ App
2. 2-4. Maps
3. 5. Site Plan
4. 6. Elevation Renderings
5. 7. Neighborhood Mtg Info.
6. Public Notice Ad
7. 9. List of Notified Addresses
8. CZ-2024-02 Notification Ltr
9. CZ-2024-02 CC Statement of Consistency
10. CZ-2024-02 CC Resolution to Zone



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Conditional Zoning Map Amendment Checklist

So that we may efficiently review your project in a timely manner, it is important that all required documents and fees listed on the "Submittal Checklist" below are submitted with your application. One or more of the required documents may be waived due to the size of the parcel, the proposed use or the adequacy of existing infrastructure servicing the location. Submit digitals and 1 hard copy of applications and accompanying documents to the Planning Department at the address above.

CONDITIONAL REZONING REQUEST

Conditional Rezoning – Request for an amendment to the Kannapolis Zoning Map.

Approval authority – Planning and Zoning Commission.

Requested Rezoning Property Address: 0 W C ST, 0 Glenn Ave, 304-320 Irish Glen Drive

Applicant: M/I Homes of Charlotte, LLC

Proposed development: 233 lot single family attached (town-home) subdivision

SUBMITTAL CHECKLIST

- ☒ Pre-Application Meeting – send an email to planreviewappointment@kannapolisnc.gov
- ☒ Neighborhood Meeting (if required)
- ☒ Zoning Map Amendment Checklist and Application – Complete with all required signatures
- ☒ Preliminary Major Site Plan
- ☒ PDF format on disc containing all documents rotated and formatted in sequential order based upon cover page
- ☒ Fee: \$925.00 (\$600 Application Fee, \$300 Legal Notices and notification fee, # of property owners notified [see Fee Schedule])

PROCESS INFORMATION

Public Notification: This is a legislative process that requires a public hearing and public notification including newspaper notice, first-class mailed notice to adjacent property owners and a sign posted prominently on the property (Table 2.4.F(2) of the Kannapolis Development Ordinance [KDO]).

Review Process: All applications will be reviewed for compliance and then forwarded to the Planning and Zoning Commission for consideration at a public hearing which is held monthly on the 3rd Tuesday at 6:00pm in City Hall Laureate Center. The application and all fees must be paid prior to scheduling the public hearing.

Action by Planning and Zoning Commission: After conducting a public hearing, the Commission may: deny the application; conduct an additional public hearing on the application; or approve the application with conditions.

Scope of Approval: An affirmative vote of three-fourths of the members present and not excused from voting, shall be necessary to approve a conditional rezoning request. The approval of a rezoning does not authorize development activity, but does authorize the application to apply for a final major site plan. Any final decision rendered by the Commission may be appealed within fifteen (15) days to the City Council.

By signing below I acknowledge that I have reviewed the Submittal Checklist and have included the required submittal items and reviewed them for completeness and accuracy. I also acknowledge that my application will be rejected if incomplete.

Applicant's Signature: _____

Date: _____

1/4/24



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

CONDITIONAL ZONING MAP AMENDMENT APPLICATION

Approval authority – Planning and Zoning Commission

Applicant Contact Information

Name: M/I Homes of Charlotte, LLC

Address: 5350 77 Center Drive
Charlotte, NC 28217

Phone: (704)597-4535

Email: jhorton@mihomes.com

Property Owner Contact Information ☐ same as applicant

Name: See attachment

Address: _____

Phone: _____

Email: _____

Project Information

Project Address: See attachment

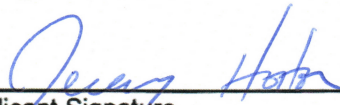
Parcel: See Attachment # of parcels: 9 Approx. size of parcels: 47.96 AC.
(attach separate list if necessary)

Current Zoning Designation: O1 Requested Zoning Designation: R8 (Conditional)

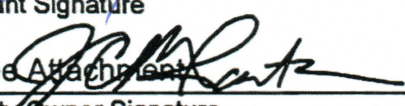
Reason for map amendment: To accommodate development of town-home subdivision

Condition(s) proposed by the applicant (attach separate sheet if necessary): See rezoning plan

By signing below, it is understood and acknowledged that if the property is conditionally rezoned as requested, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such condition(s) as imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.


Applicant Signature

1/4/24
Date

See Attachment 
Property Owner Signature

December 18, 2023

Date

Parcel Number: 142-186

Parcel Address: 0 Glenn Ave

Property Owner:

Name: Irish Glen North Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-173

Parcel Address: 0 W C Street

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-179

Parcel Address: 0 W C Street

Property Owner:

Name: Kannapolis Land Partners LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-178

Parcel Address: 320 Irish Glen Drive

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-177

Parcel Address: 316 Irish Glen Drive

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-176

Parcel Address: 312 Irish Glen Drive

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-175

Parcel Address: 308 Irish Glen Drive

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-174

Parcel Address: 304 Irish Glen Drive

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

Parcel Number: 142-180

Parcel Address: 0 W C Street

Property Owner:

Name: Irish Glen West Owner LLC

Mailing Address: 1213 W Morehead Street Suite 150

Charlotte, NC 28208-5579

Phone: 704-906-0143

Email: BLANTON@INSITEPROPS.COM

Signature: JCP Rantz

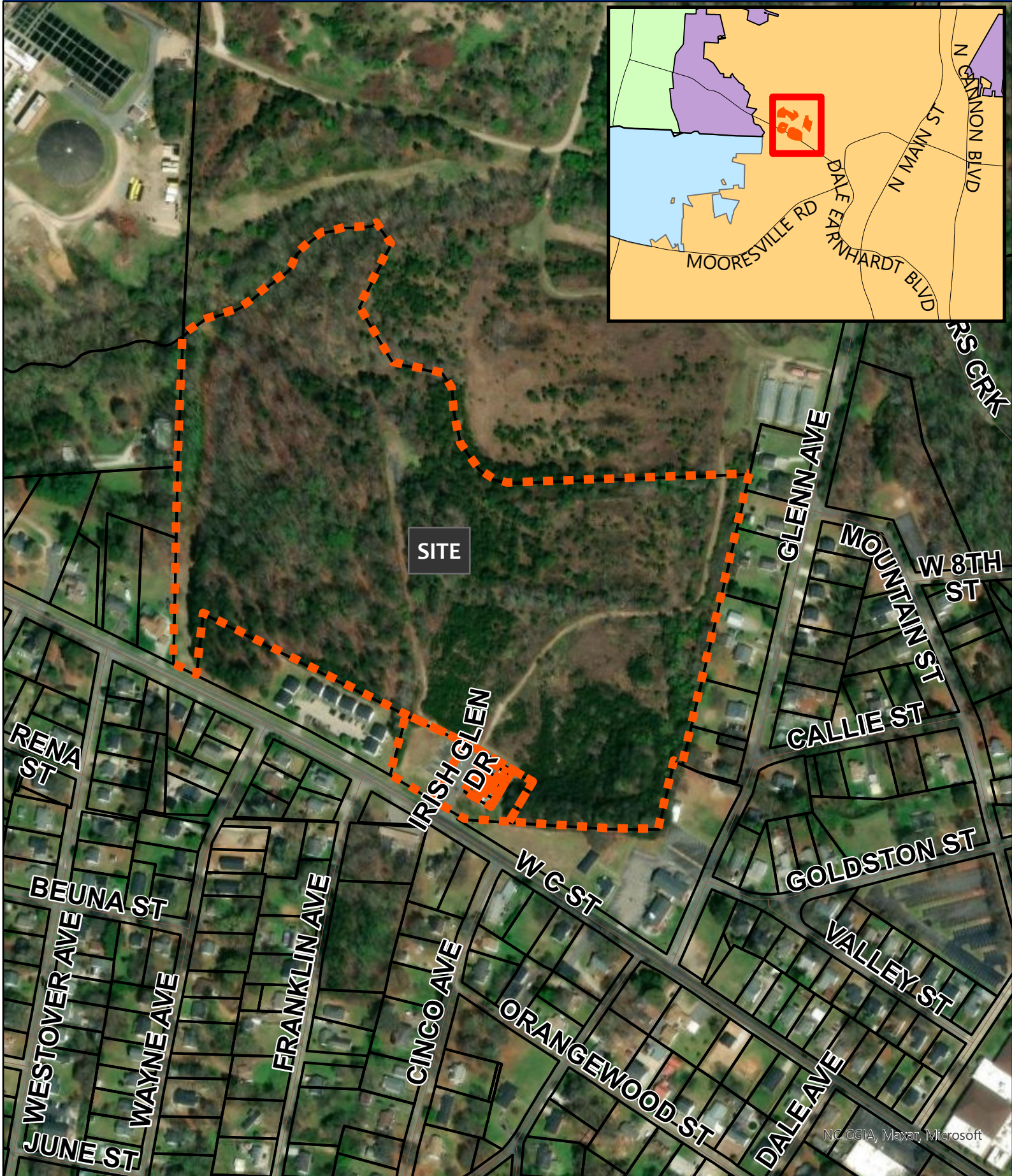


Vicinity Map

Case Number: CZ-2024-02

Applicant: MI Homes of Charlotte LLC

0 W C St, 0 Glenn Ave, 304-320 Irish Glen Dr



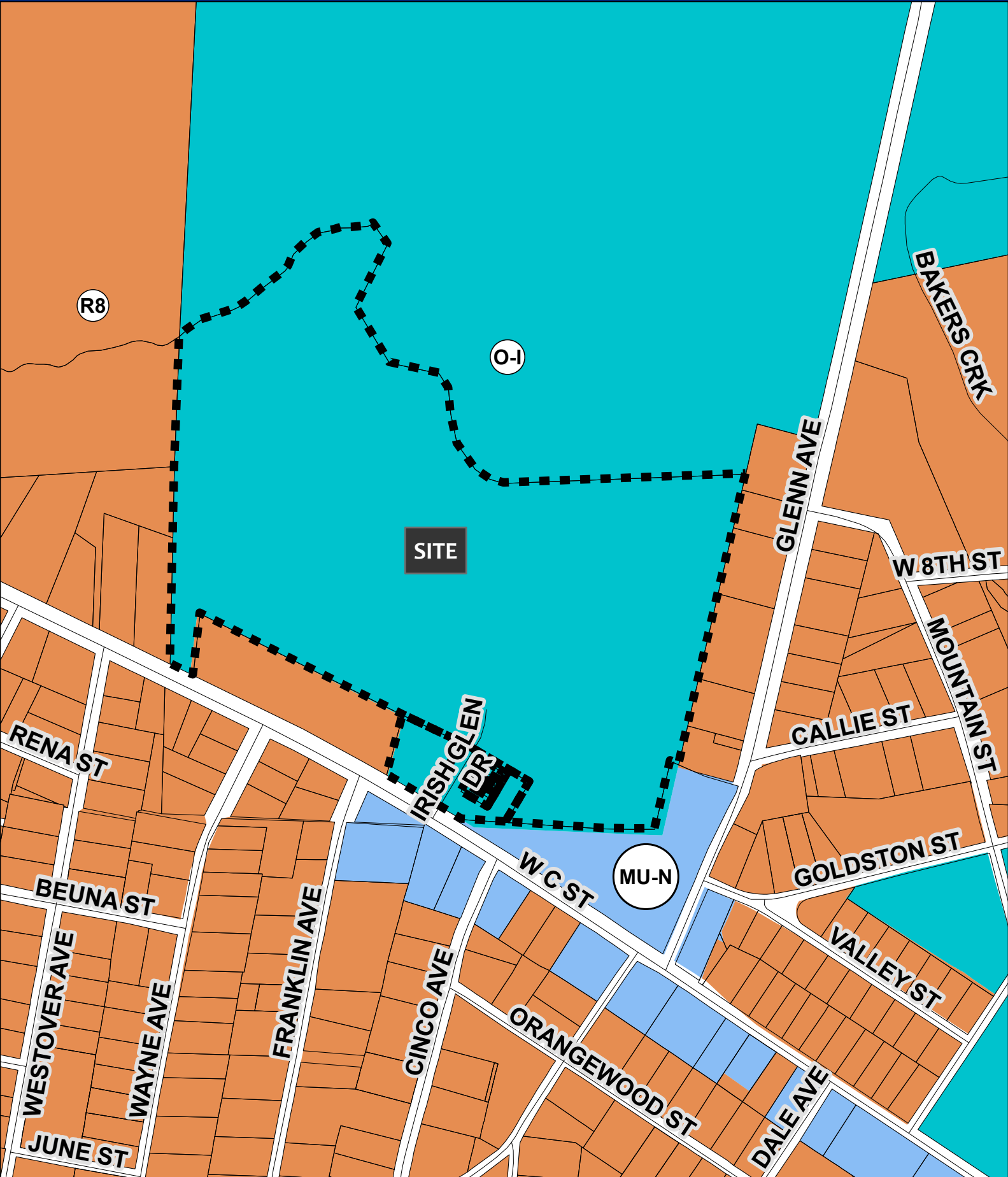


Kannapolis Current Zoning

Case Number: CZ-2024-02

Applicant: MI Homes of Charlotte LLC

0 W C St, 0 Glenn Ave, 304-320 Irish Glen Dr



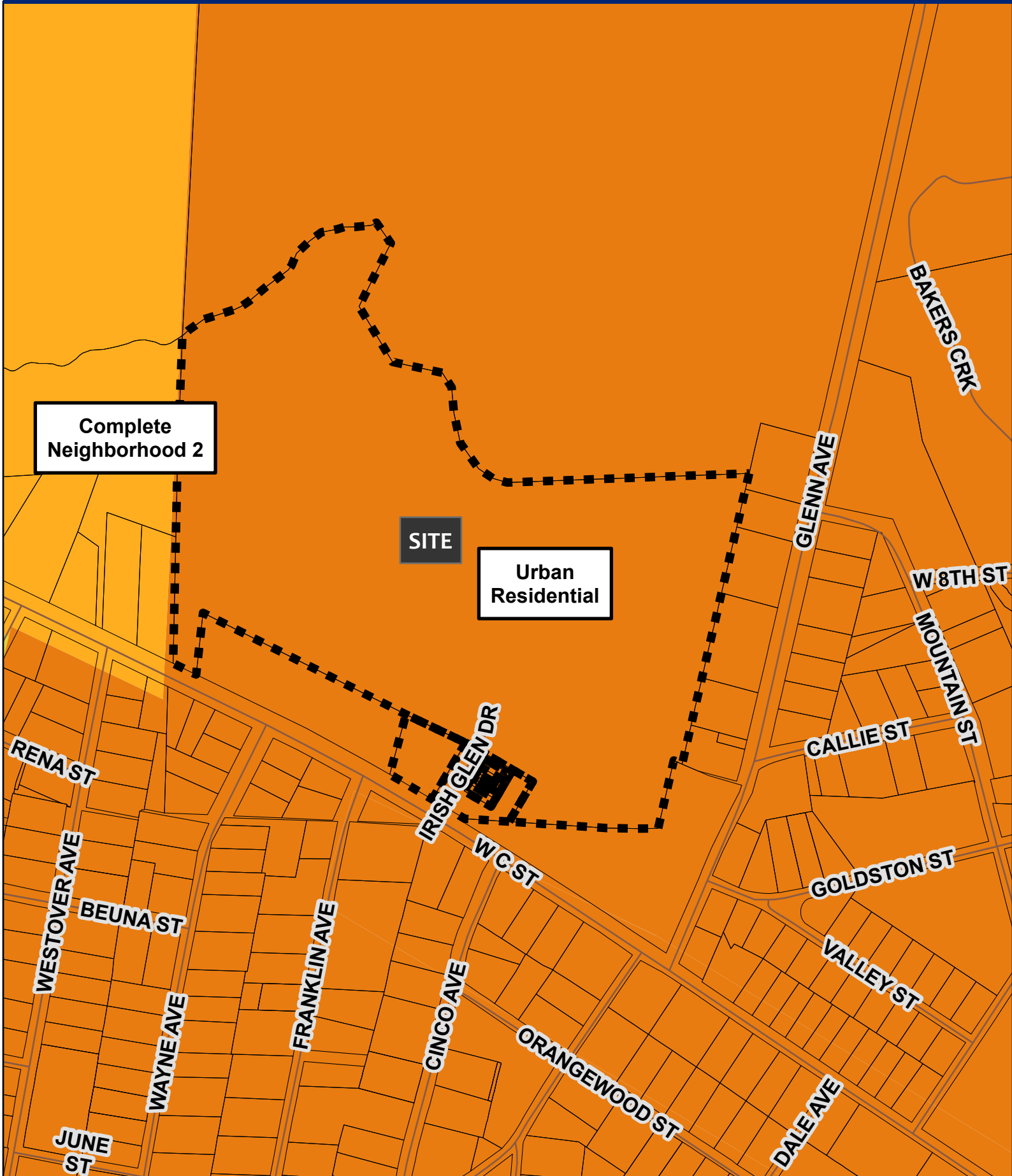


Kannapolis 2030 Future Land Use Map

Case Number: CZ-2024-02

Applicant: MI Homes of Charlotte LLC

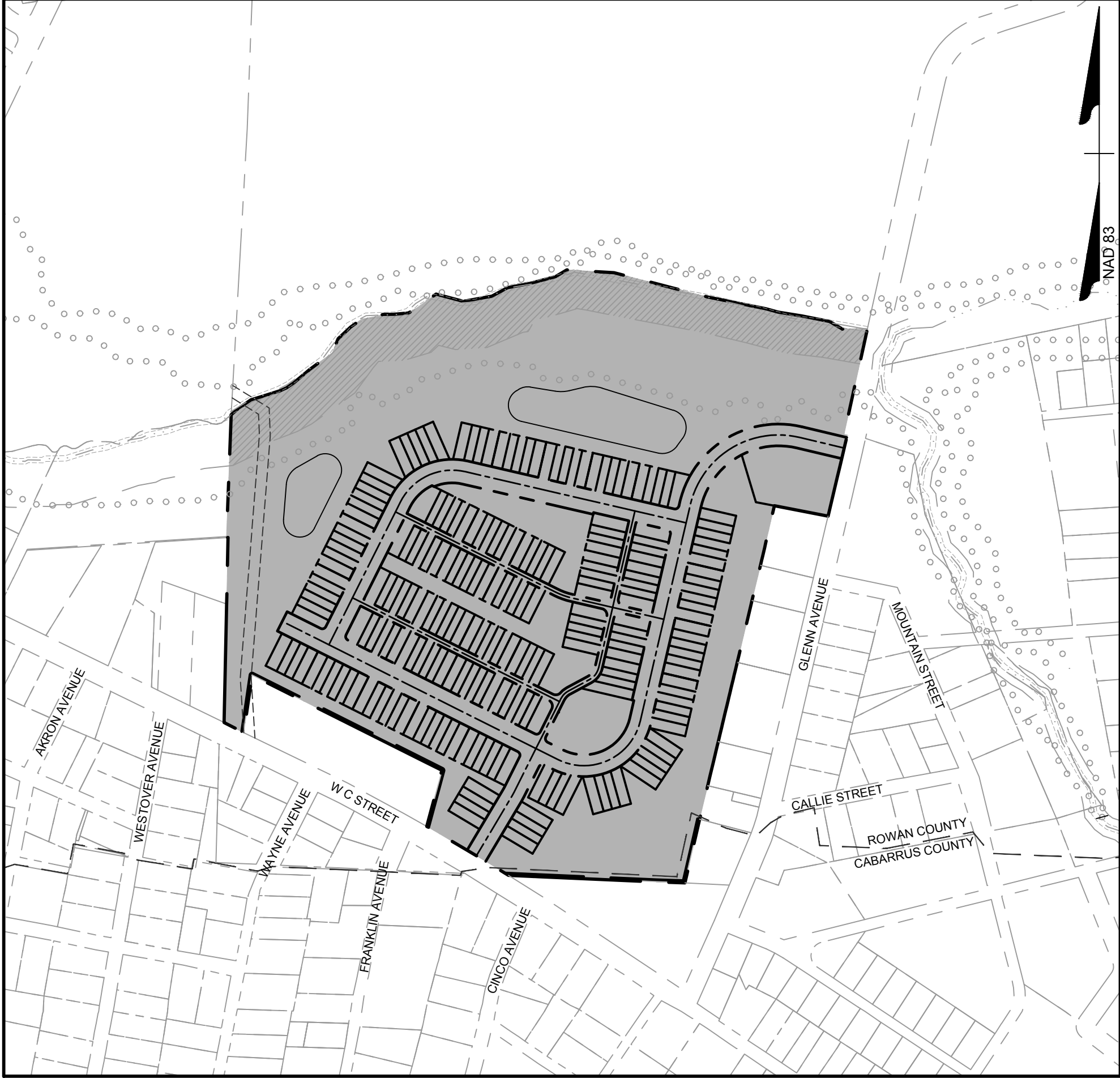
0 W C St, 0 Glenn Ave, 304-320 Irish Glen Dr



COLEMAN MILLS

REZONING PLAN

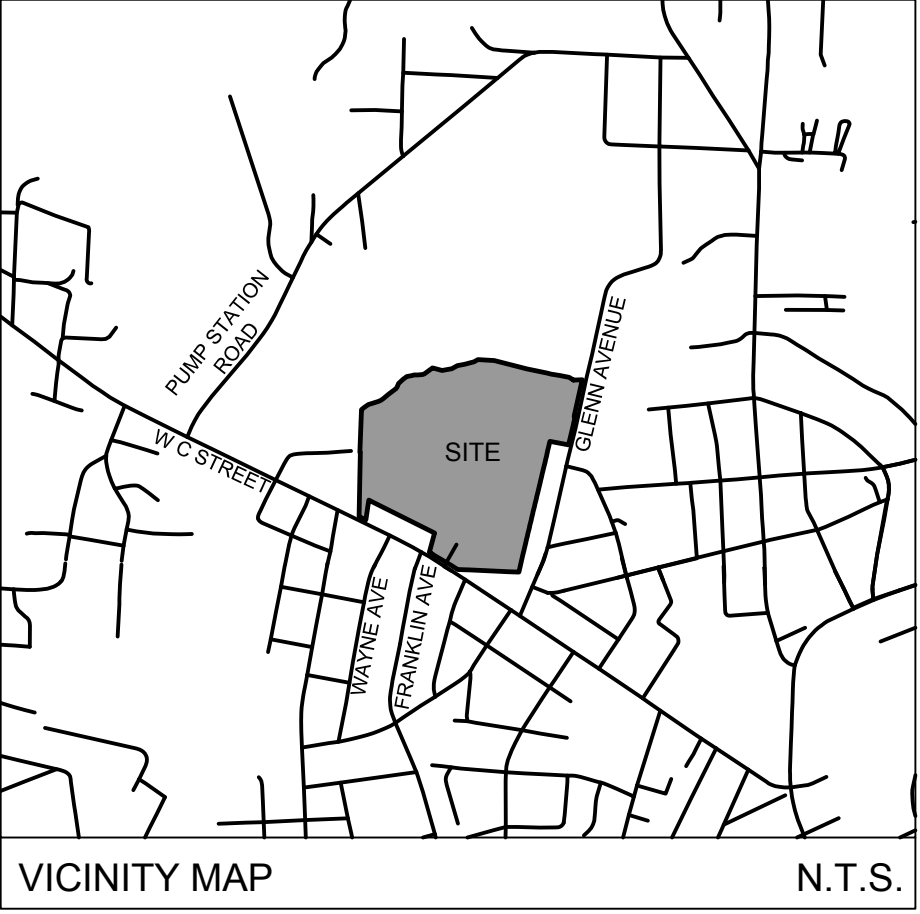
CITY OF KANNAPOLIS, NORTH CAROLINA



VICINITY MAP
SCALE: 1" = 300'

SHEET LIST TABLE

Sheet Number	Sheet Title
RZ-000	COVER
RZ-001	EXISTING CONDITIONS
RZ-002	REZONING SITE PLAN
RZ-003	SITE NOTES



FOR REZONING
ONLY

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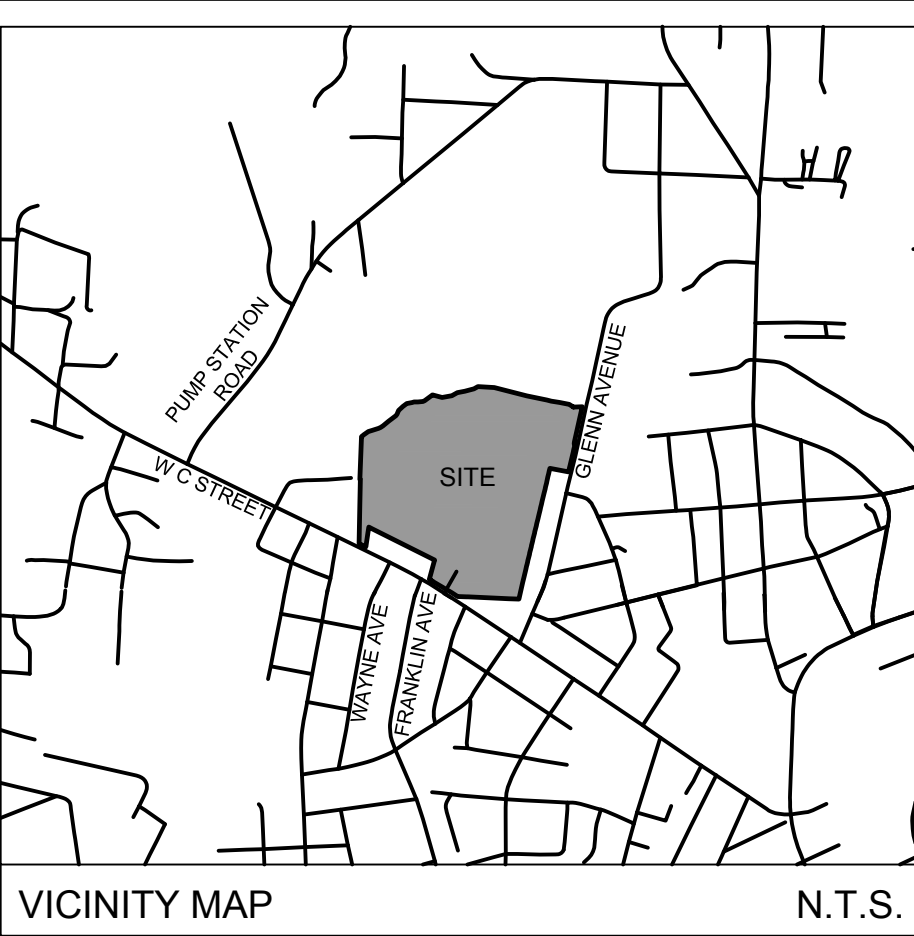


M/I HOMES
Welcome to Better
M/I HOMES OF CHARLOTTE, LLC
3350 77 CENTER DRIVE, SUITE 100
CHARLOTTE, NC 28217

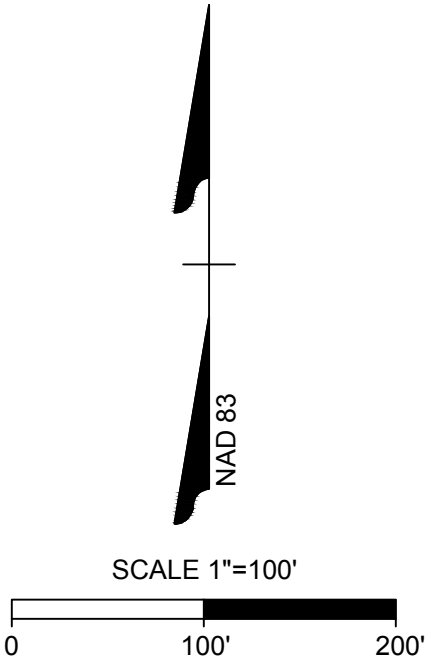
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01/12/2024	
DRAWN BY	
N. SPINOLA	
DESIGNED BY	
C. KENNEDY	
CHECKED BY	
K. BRADLEY	
SCALE	
AS SHOWN	
COLEMAN MILLS CITY OF KANNAPOLIS - ROWAN COUNTY - NORTH CAROLINA	COVER
JOB NO.	
61956	
SHEET NO.	
RZ-000	

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S:\10461956-Irish Glen (MHI)\DWG\Sheet\Rezon\Irish Glen Rezoning - Existing Conditions.dwg | Plotted on 1/12/2024 9:46 AM by Katie Bradley



SEE SHEET RZ-003 FOR ADJACENT
PROPERTY OWNER INFORMATION
TABLE.



TIMMONS GROUP

COLEMAN MILLS
CITY OF KANAPOLIS - ROWAN COUNTY - NORTH CAROLINA
EXISTING CONDITIONS

JOB NO.
61956
SHEET NO.
RZ-001

M/I HOMES
Welcome to Better
M/I HOMES OF CHARLOTTE, LLC
5350 77 CENTER DRIVE, SUITE 100
CHARLOTTE, NC 28217

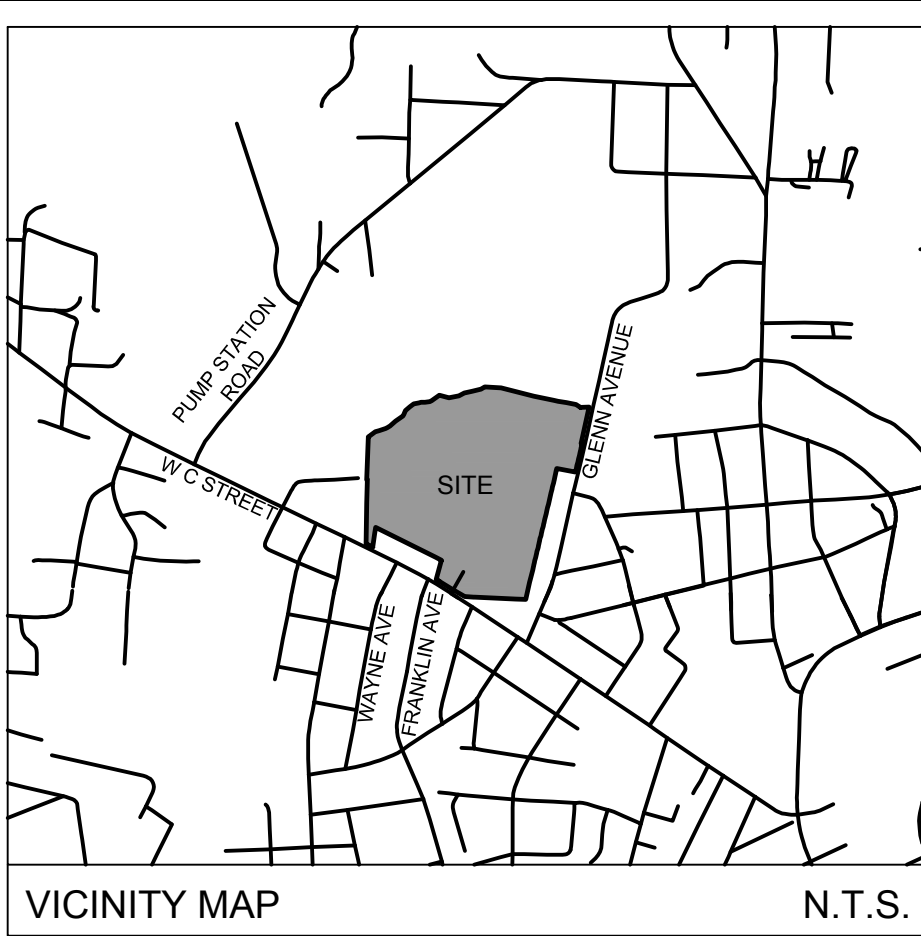
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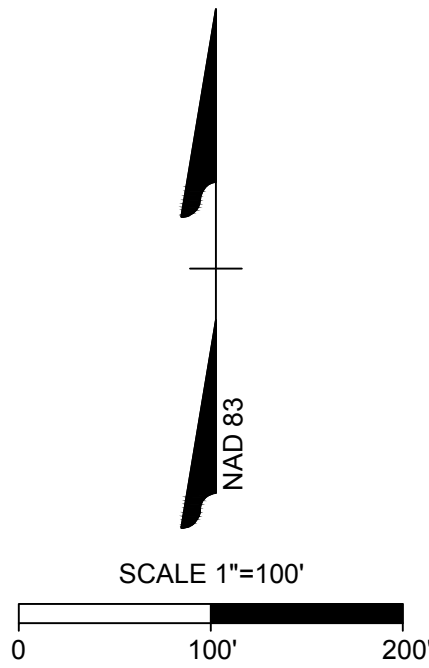
S:\10461956-Irish Glen (MHI)\DWG\Sheet\Rezoning\Irish Glen Rezoning.dwg | Plotted on 1/12/2024 10:07 AM | by Kelsi Bradley



SEE SHEET RZ-003 FOR REZONING NOTES
AND ADJACENT PROPERTY OWNER
INFORMATION TABLE.

ZONING CODE SUMMARY:

PARCEL NUMBERS:	142-186; 142-173; 142-179; 142-178; 142-177; 142-176; 142-175; 142-174; 142-180
EXISTING ZONING:	O-4
PROPOSED ZONING:	R8 (CONDITIONAL)
PROPOSED USE:	SINGLE FAMILY ATTACHED
TOTAL SITE AREA:	47.66± AC
PROJECT AREA TO BE REZONED:	46.77± AC
AREA TO BE RETAINED (NOT REZONED):	0.90± AC
TOTAL PROPOSED UNITS:	233
MAX. DENSITY ALLOWED:	8 DU/AC
DENSITY PROVIDED:	233/46.77 = 4.98 DU/AC
MAX. BUILDING HEIGHT:	35'
MAX. BUILDING LENGTH:	150'
MIN. LOT WIDTH ALLOWED:	18'
TYPICAL LOT SIZE PROVIDED:	24' X 100'
FRONT LOAD:	22' X 100'
REAR LOAD:	22' X 100'
REQUIRED SETBACKS:	
FRONT SETBACK:	10'
FRONT GARAGE SETBACK:	25'
SIDE SETBACK:	5'
REAR SETBACK:	5'
MAX. BLOCK LENGTH ALLOWED:	650'
MAX. BLOCK LENGTH PROVIDED:	780'
MAX. AVERAGE BLOCK LENGTH ALLOWED:	550'
AVERAGE BLOCK LENGTH PROVIDED:	380' (550' MAX.)
MAX. BLOCK PERIMETER ALLOWED:	2,200'
MAX. BLOCK PERIMETER PROVIDED:	1,340' (2,200 MAX.)
MIN. OPEN SPACE REQUIRED:	0.20/46.77 AC. = 9.35 AC.
OPEN SPACE PROVIDED:	9.35 AC (MIN.)
MIN. REQUIRED CONNECTIVITY RATIO:	1.6
CONNECTIVITY RATIO PROVIDED:	1.6 (16 LINKS/10 NODES)
MIN. REQUIRED OFF-STREET PARKING:	466 (2 SPACES PER UNIT)
OFF-STREET PARKING PROVIDED:	932 (2 DRIVEWAY & 2 GARAGE SPOTS PER LOT)
ON-STREET PARKING PROVIDED:	40 SPACES (MIN)

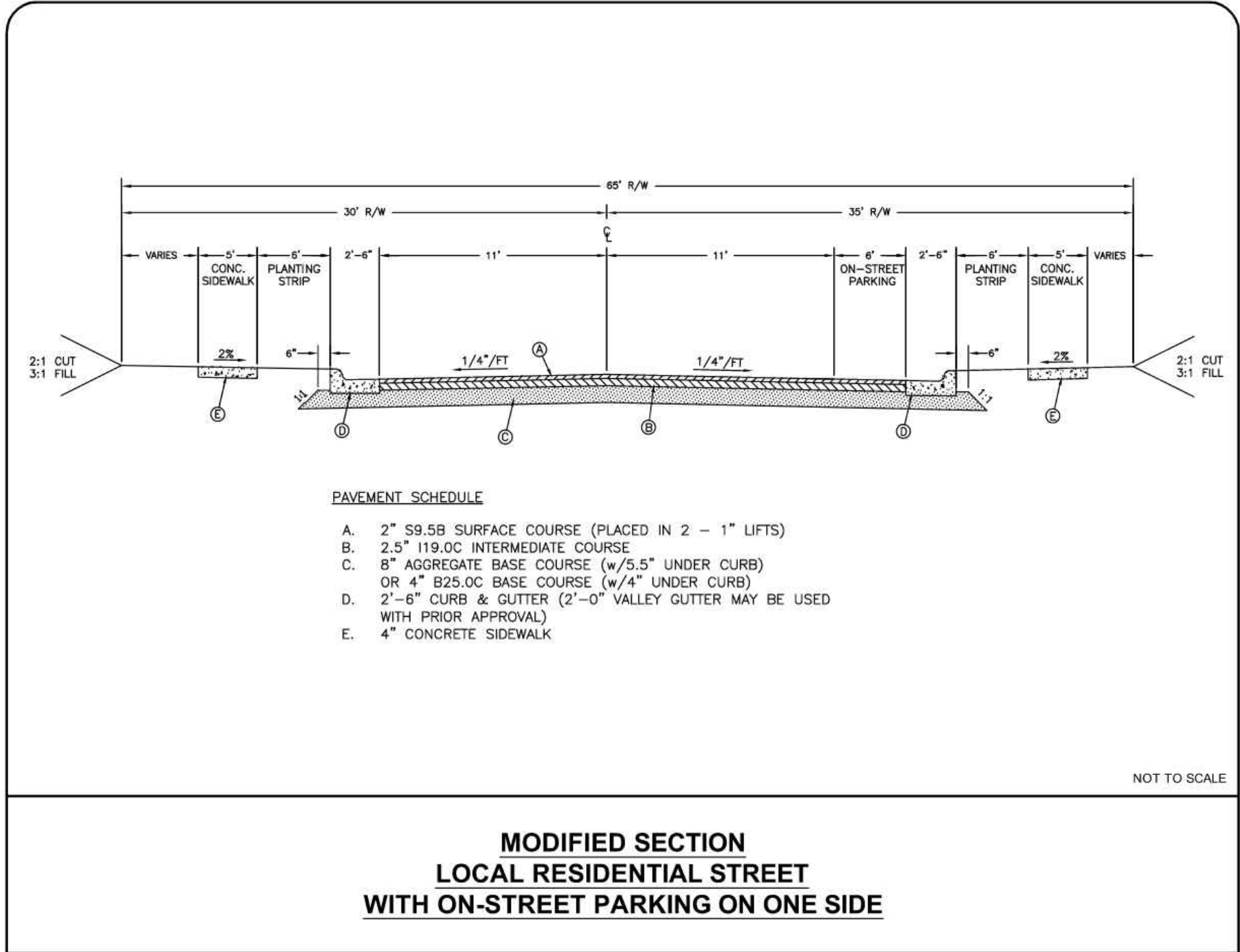
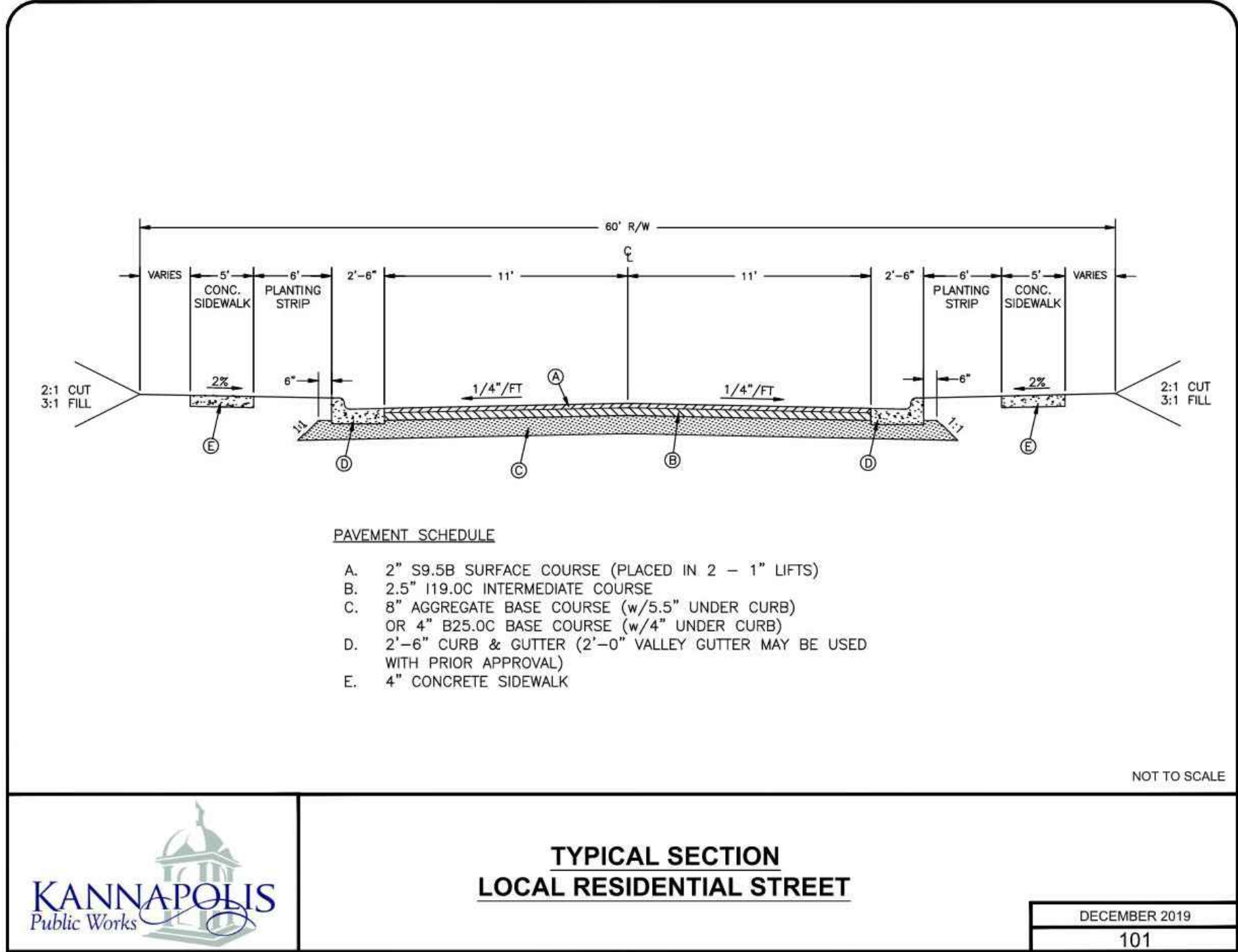
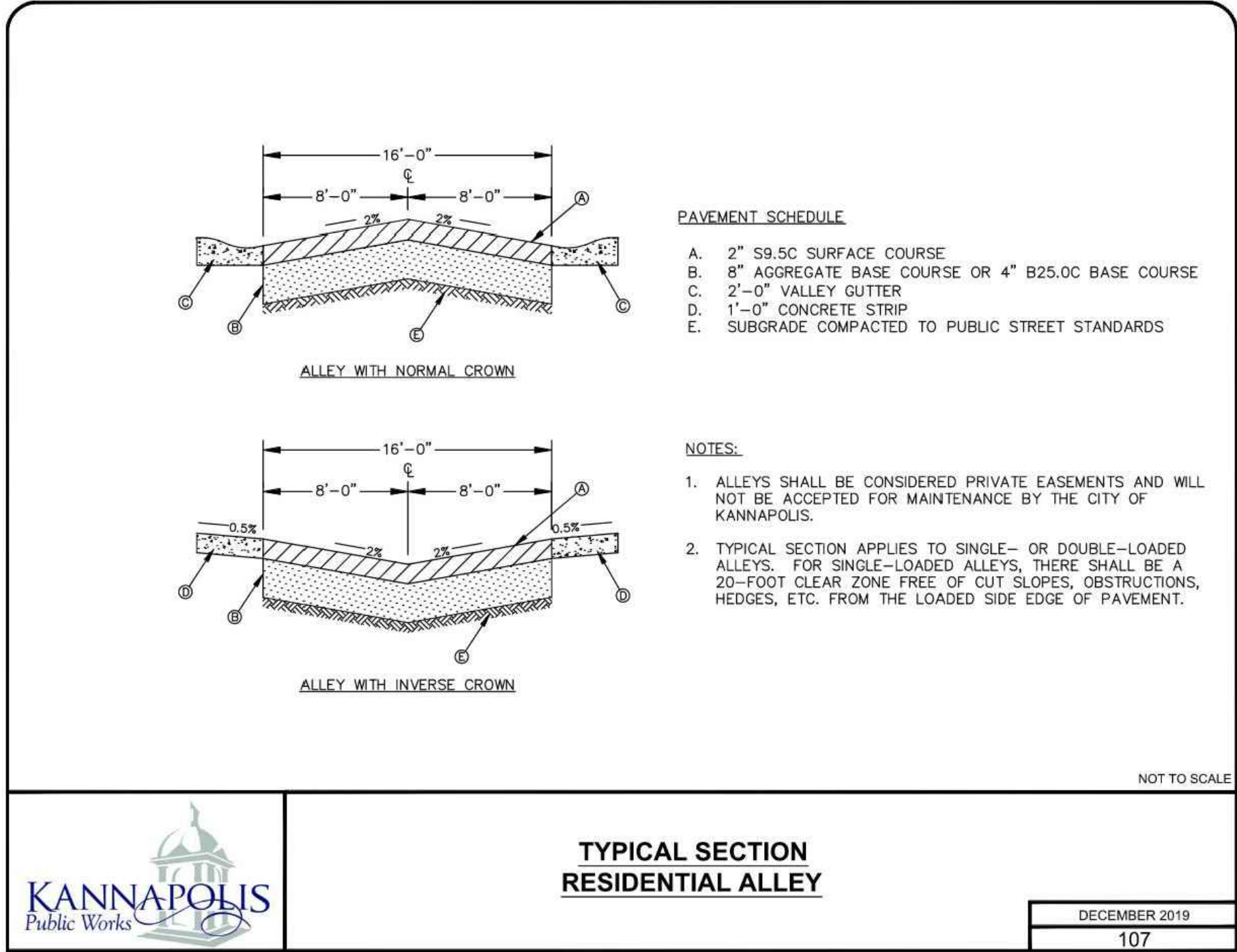


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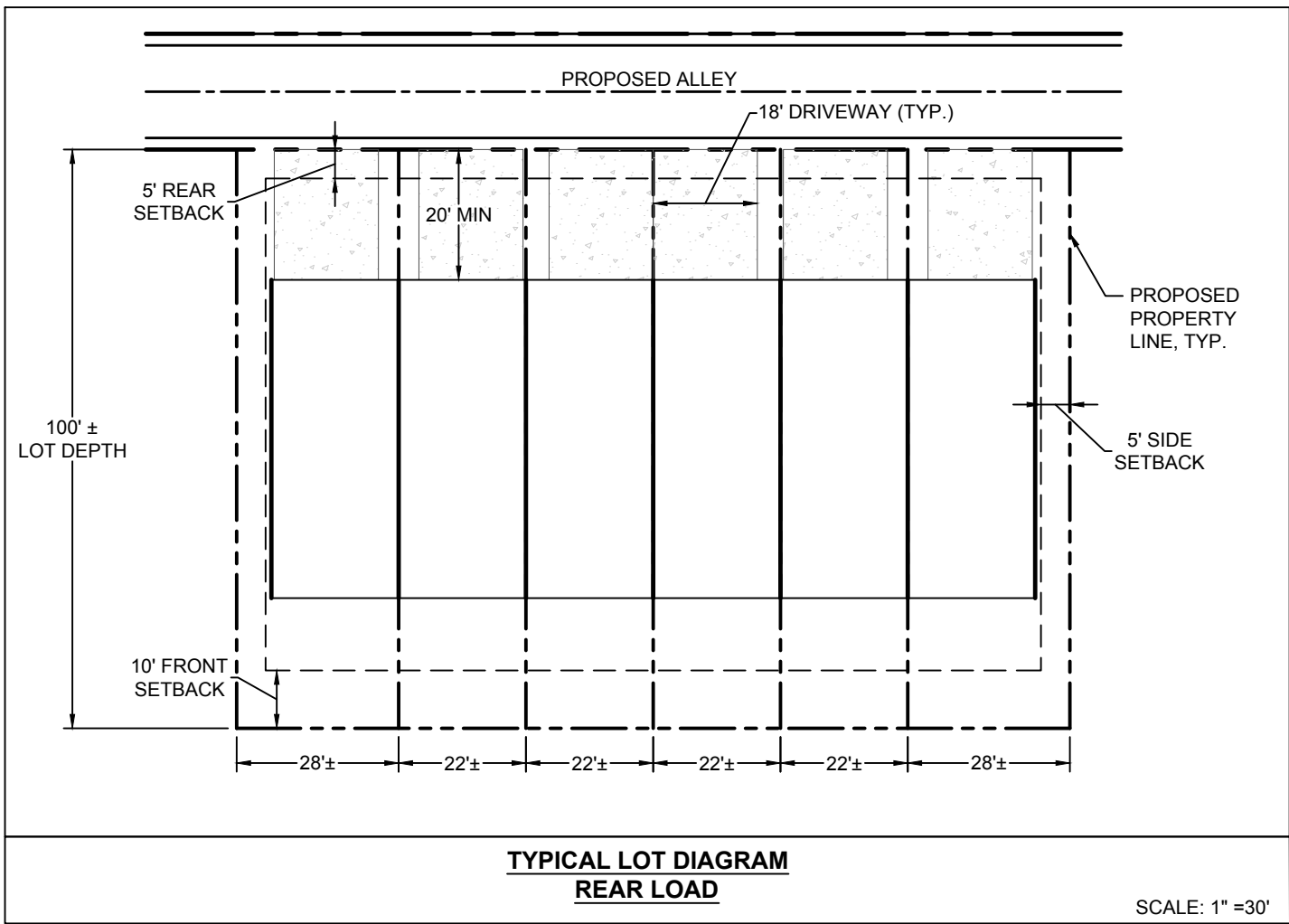
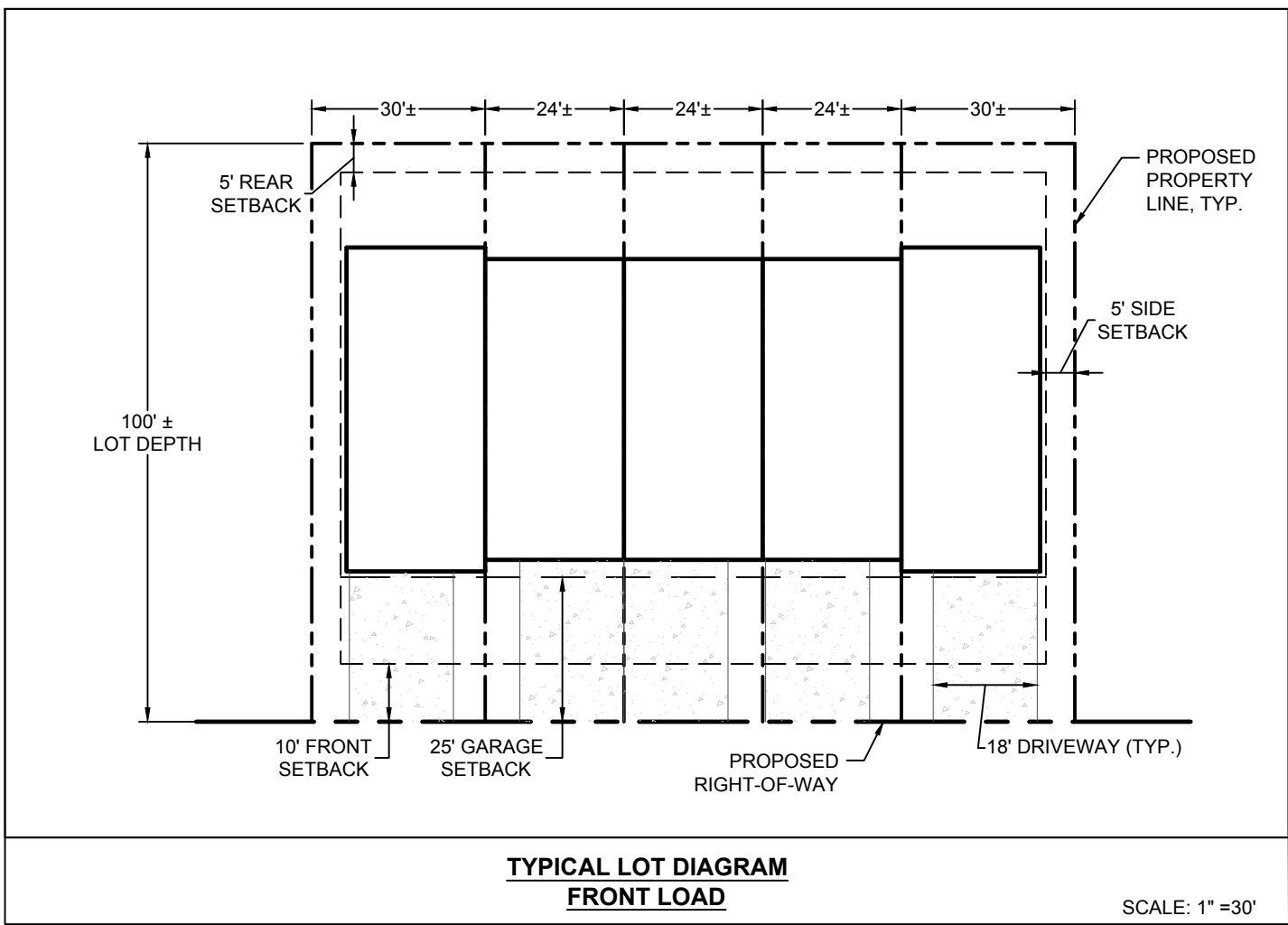
COLEMAN MILLS
CITY OF KANAPOLIS - ROWAN COUNTY - NORTH CAROLINA
REZONING SITE PLAN

THIS DRAWING PREPARED AT THE CHARLOTTE OFFICE 610 E. Morehead Street, Suite 250 Charlotte, NC 28202 TEL 704.602.8800 FAX 704.376.6131 www.timmons.com North Carolina License No. C-1652		M I HOMES Welcome to Better M/I HOMES OF CHARLOTTE, LLC 5350 77 CENTER DRIVE, SUITE 100 CHARLOTTE, NC 28217		REVISION DESCRIPTION <table><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>																					
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ID	Parcel(s)	Current Owners	Address	DB & PG	Zoning	Property Use
0	142 173	WEST IRISH GLEN OWNER LLC	1213 W MOREHEAD ST STE 150, CHARLOTTE, NC 28208	1411 / 135	O-I	Commercial
0	142 186	NORTH IRISH GLEN OWNER LLC	1213 W MOREHEAD ST STE 150, CHARLOTTE, NC 28208	1411 / 134	O-I	Commercial
0	142 180	WEST IRISH GLEN OWNER LLC	1213 W MOREHEAD ST STE 150, CHARLOTTE, NC 28208	1411 / 135	O-I	Commercial
0	142 179	WEST IRISH GLEN OWNER LLC	1213 W MOREHEAD ST STE 150, CHARLOTTE, NC 28208	1434 / 462	O-I	Commercial
1	142 164	RALPH GUY HENDREN	885 BARNHARDT RD, CHINA GROVE, NC 28023	833 / 915	R8	RESIDENTIAL
2	142 053	RALPH GUY HENDREN	885 BARNHARDT RD, CHINA GROVE, NC 28023	833 / 916	R8	RESIDENTIAL
3	142 05201	WILLIAM L ELLIS	1302 WEST C ST, KANNAPOLIS, NC 28081	1246 / 862	R8	RESIDENTIAL
4	142 052	SCOTT & JANET BOGGS	1302 W C ST, KANNAPOLIS, NC 28081	1399 / 686	R8	RESIDENTIAL
5	142 121	S & K WOODLAND LLC	3945 BUENA VISTA DR, PASO ROBLES, CA 93446	1207 / 534	R8	RESIDENTIAL
6	04-017-.0013.00	MEMORIAL UNITED METHODIST	1100 WEST C STREET KANNAPOLIS, NC 28081	4676 / 0053	MUN	COMMERCIAL EXEMPT
7	1481139	MEMORIAL UNITED METHODIST	1100 WEST C STREET KANNAPOLIS, NC 28081	970 / 262	R8	COMMERCIAL EXEMPT
8	1481006	EUGENE KINARD	3501 WINSLOW DR, CHARLOTTE, NC 28269	1114 / 51	R8	RESIDENTIAL
9	148100501	EUGENE KINARD	3501 WINSLOW DR, CHARLOTTE, NC 28269	1115 / 277	R8	RESIDENTIAL
10	148100502	DAVID HERRERA	301 GLENN AVE, KANNAPOLIS, NC 28081	1101 / 218	R8	RESIDENTIAL
11	1481004	MICHAEL & SHARON NOBLITT	305 GLENN AVE, KANNAPOLIS, NC 28081	1254 / 592	R8	RESIDENTIAL
12	1481003	CHRISTOPHER & YOLANDA MITCHELL	313 GLENN AVE, KANNAPOLIS, NC 28081	1308 / 248	R8	RESIDENTIAL
13	1481002	JEREMY & MEGAN HOLLOWAY	315 GLENN AVE, KANNAPOLIS, NC 28081	1375 / 493	R8	RESIDENTIAL
14	1481001	BRANDON KERLEY	401 GLENN AVE, KANNAPOLIS, NC 28081	1371 / 33	R8	RESIDENTIAL
15	142 016	NORTH IRISH GLEN OWNER LLC	1213 W MOREHEAD ST STE 150, CHARLOTTE, NC 28208	1411 / 134	O-I	Commercial
16	142 109	CITY OF KANNAPOLIS	401 LAUREATE WAY, KANNAPOLIS, NC 28081	1022 / 574	R8	COMMERCIAL EXEMPT
17	142 048	SUNNY GLEN	111 HURST FARM RD, SHELBY, NC 28152-0792	1304 / 71	R8	RESIDENTIAL
18	142A030	JAMES & JOANNE MCLAMB	102 WESTOVER AVE, KANNAPOLIS, NC 28081	1121 / 510	R8	RESIDENTIAL
19	142A141	BRITTANY MILLER	99 WESTOVER AVE, KANNAPOLIS, NC 28081	1376 / 466	R8	RESIDENTIAL
20	142A024	JASON ROVEGNO & MICHELE GARBINE	101 WESTOVER AVE, KANNAPOLIS, NC 28081	1266 / 434	R8	RESIDENTIAL
21	142A023	ILSE KOSTAS	103 WESTOVER AVE, KANNAPOLIS, NC 28081	1095 / 186	R8	RESIDENTIAL
22	142A142	JDL HOMES INC	281 BAR LINK RD, MOUNT PLEASANT, NC 28124	1154 / 196	R8	RESIDENTIAL
23	142A114	JASON STEGALL	106 WAYNE AVE, KANNAPOLIS, NC 28081	1426 / 483	R8	RESIDENTIAL
24	142A110	EQUITY TRUST COMPANY & FBO DEAN ADOCOCK	1005 VALLEY ST, KANNAPOLIS, NC 28081	1174 / 568	R8	RESIDENTIAL
25	142A111	OPIE CAMPBELL	1225 W C ST, KANNAPOLIS, NC 28081	1325 / 167	R8	RESIDENTIAL
26	142A020	AMBER WAKEFIELD	4743 RAINBOW DR, KANNAPOLIS, NC 28081	993 / 52	R8	RESIDENTIAL
27	142A112	HARLEY TRITT	18425 STATESVILLE RD, CORNELIUS, NC 28031	1042 / 89	R8	RESIDENTIAL
28	142A113	PAUL ROWE	104 WAYNE AVE, KANNAPOLIS, NC 28081	773 / 901	R8	RESIDENTIAL
29	142A117	RICHARD MCGUIRE PROPERTIES LLC	8845 WRIGHT RD, KANNAPOLIS, NC 28081-8897	1297 / 842	R8	RESIDENTIAL
30	142A019	MY NEST PROPERTIES LLC	9942 CALDWELL DEPOT RD, CORNELIUS, NC 28031	1396 / 52	R8	RESIDENTIAL
31	142A018	DARYL & KATHY ALBRIGHT	711 N ENOCHVILLE AVE, KANNAPOLIS, NC 28081	1195 / 18	R8	RESIDENTIAL
32	142A118	ANJALI WILSON	108 FRANKLIN AVE, KANNAPOLIS, NC 28081	1304 / 663	R8	RESIDENTIAL
33	04-011-.0081.10	KENNETH SOKOLOWSKI	110 FRANKLIN AVE, KANNAPOLIS, NC 28081	3680 / 0085	R8	RESIDENTIAL
34	142 017	LINDA MOORE	6121 CHISHOLM TR, KANNAPOLIS, NC 28081	1242 / 233	R8	RESIDENTIAL
35	04-012-.0001.00	LINDA MOORE	6121 CHISHOLM TR, KANNAPOLIS, NC 28081	11143 / 0054	MUN	COMMERCIAL
36	04-012-.0002.00	LINDA MOORE	6121 CHISHOLM TR, KANNAPOLIS, NC 28081	11143 / 0054	MUN	COMMERCIAL
37	04-012-.0003.00	LINDA MOORE	6121 CHISHOLM TR, KANNAPOLIS, NC 28081	11143 / 0054	MUN	COMMERCIAL
38	04-012-.0004.00	EDWARD SELLERS	2505 CHINA GROVE RD CHINA GROVE, NC 28023	6372 / 0021	MUN	COMMERCIAL
39	04-012-.0006.00	EDWARD & LEE ANN SELLERS	2505 CHINA GROVE RD CHINA GROVE, NC 28023	16211 / 0073	R8	RESIDENTIAL
40	04-012-.0008.00	JEREMY BLACKWELDER	1463 BANKS RD FORT MILL, SC 29715	4089 / 0226	R8	RESIDENTIAL
41	04-017-.0012.10	NC RESTORATION LLC	16400 SUTTERS RUN LN HUNTERSVILLE, NC 28078	16594 / 0153	MUN	-
42	04-017-.0002.50	MATTHEW SELMER	3801 ISENHOUR RD KANNAPOLIS, NC 28081	11065 / 0053	R8	RESIDENTIAL
43	1481140	ADAN & TRACY CASKEY	202 GLENN AVE, KANNAPOLIS, NC 28081	1086 / 105	R8	RESIDENTIAL
44	1481008	ALEXANDER MOOSE JR & REGINA FRENCH	340 GLENN AVE, KANNAPOLIS, NC 28081	1386 / 738	R8	RESIDENTIAL
45	1481009	CITY OF KANNAPOLIS	401 LAUREATE WAY, KANNAPOLIS, NC 28081	837 / 571	R8	COMMERCIAL GOVT
46	148 109	CITY OF KANNAPOLIS	401 LAUREATE WAY, KANNAPOLIS, NC 28081	837 / 571	R8	RESIDENTIAL
47	142 106	CITY OF KANNAPOLIS	401 LAUREATE WAY, KANNAPOLIS, NC 28081	837 / 571	O-I	COMMERCIAL EXEMPT



1. GENERAL PROVISIONS:

- a. **SITE LOCATION.** THESE DEVELOPMENT STANDARDS FORM A PART OF THE REZONING PLAN ASSOCIATED WITH THE REZONING PETITION FILED BY MI HOMES OF CHARLOTTE, LLC ("PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF AN ATTACHED SINGLE FAMILY HOME COMMUNITY ON APPROXIMATELY 46.77± ACRE SITE LOCATED ALONG GLENN AVENUE AND W C STREET (THE "SITE") IN THE CITY OF KANNAPOLIS, IN ROWAN COUNTY, NC.
- b. **ZONING DISTRICTS/ORDINANCE.** DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CITY OF KANNAPOLIS DEVELOPMENT ORDINANCE (THE "ORDINANCE"). UNLESS THE REZONING PLAN ESTABLISHES LESS STRINGENT STANDARDS THEN THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE (R8) RESIDENTIAL ZONING CLASSIFICATION.
- c. **GRAPHICS AND ALTERATIONS.** THE SCHEMATIC DEPICTIONS OF THE USES, PARKING AREAS, SIDEWALKS, STRUCTURES AND BUILDINGS, DRIVEWAYS, STREETS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED BY THE CITY OF KANNAPOLIS AS ALLOWED BY THE ORDINANCE. SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING ADMINISTRATIVE AMENDMENT PROCESS OF THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.
- d. **NUMBER OF BUILDINGS PRINCIPAL AND ACCESSORY.** THE TOTAL NUMBER OF PRINCIPAL STRUCTURES TO BE DEVELOPED ON THE SITE SHALL NOT EXCEED TWO HUNDRED THIRTY-THREE (233) UNITS. ACCESSORY BUILDINGS AND STRUCTURES LOCATED ON THE SITE SHALL NOT BE CONSIDERED IN ANY LIMITATION ON THE NUMBER OF BUILDINGS ON THE SITE. ACCESSORY BUILDINGS AND STRUCTURES WILL BE CONSTRUCTED UTILIZING SIMILAR BUILDING MATERIALS, COLORS, ARCHITECTURAL ELEMENTS AND DESIGNS AS THE PRINCIPAL BUILDING LOCATED ON THE SITE. ACCESSORY STRUCTURES AND BUILDINGS INCLUDE STRUCTURES AND BUILDINGS SUCH AS BUT NOT LIMITED TO: A CLUBHOUSE, CABANA, MAIL KIOSK, DUMPSTER ENCLOSURES, GAZEBOs, TRELLISEs, STORAGE BUILDINGS, AND OTHER STRUCTURES ASSOCIATED WITH THE ON-SITE OPEN SPACE.

2. PERMITTED USES & DEVELOPMENT AREA LIMITATION:

- a. THE SITE MAY BE DEVELOPED WITH UP TO TWO HUNDRED THIRTY-THREE (233) SINGLE-FAMILY ATTACHED DWELLING UNITS, AS ALLOWED IN THE (R8) RESIDENTIAL DEVELOPMENT DISTRICT CLASSIFICATION.
- b. THE APPLICANT WILL CONSTRUCT ROAD IMPROVEMENTS AS DESCRIBED IN THE TRAFFIC IMPACT ANALYSIS IF SUFFICIENT EXISTING OFFSITE PUBLIC RIGHT-OF-WAY IS AVAILABLE. NOTHING HEREIN SHALL REQUIRE THE PROPERTY OWNER TO OBTAIN ADDITIONAL OFF-SITE RIGHT-OF-WAY ALONG W C STREET AND GLENN AVENUE. IF SUFFICIENT EXISTING OFFSITE PUBLIC RIGHT-OF-WAY IS NOT AVAILABLE, THE APPLICANT MAY PROVIDE A PAYMENT IN LIEU OF CONSTRUCTING ROAD IMPROVEMENTS AS DESCRIBED IN THE TRAFFIC IMPACT ANALYSIS.
- c. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) AND THE CITY OF KANNAPOLIS IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
- d. THE NEW INTERNAL ROADS WILL BE PUBLIC STREETS DESIGNED AND BUILT TO THE CITY OF KANNAPOLIS RESIDENTIAL STREET STANDARDS AS DEPICTED ON THIS REZONING PLAN.
- e. THE ALIGNMENT OF THE INTERNAL VEHICULAR CIRCULATION MAY BE MODIFIED BY THE PETITIONER TO ACCOMMODATE CHANGES IN LOT LAYOUTS, UTILITY EASEMENTS, AND ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY NCDOT AND THE CITY OF KANNAPOLIS IN ACCORDANCE WITH PUBLISHED STANDARDS.

4. ARCHITECTURAL STANDARDS:

- a. ARCHITECTURAL STANDARDS INCLUDED ON THIS REZONING PLAN SHALL SUPERSEDE ANY ARCHITECTURAL STANDARDS LISTED IN THE CITY OF KANNAPOLIS UNIFIED DEVELOPMENT ORDINANCE.
- b. THE BUILDING MATERIALS USED ON THE PRINCIPAL BUILDINGS CONSTRUCTED ON SITE WILL CONSIST OF ONE OR MORE OF THE FOLLOWING: BRICK, STONE, PRECAST STONE, PRECAST CONCRETE, SYNTHETIC STONE, CEMENTITIOUS FIBER BOARD, STUCCO, EIFS, DECORATIVE BLOCK, VINYL, AND WOOD.
- c. THIS PLAN TO BE IN ACCORDANCE WITH ALL ARCHITECTURAL REQUIREMENTS FOUND IN THE KANNAPOLIS DEVELOPMENT ORDINANCE.

5. STREETScape, BUFFERS, LANDSCAPING, TREE SAVE AND AMENITY AREA:

- a. STREET TREES WILL BE INSTALLED ALONG THE NEW INTERIOR PUBLIC STREETS WITHIN THE PLANTING STRIP WITHIN THE STREET ROW.
- b. FINAL OPEN SPACE AND TREE PRESERVATION AREAS, PERCENTAGE, TYPE, AND LOCATION SHALL BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
- c. AMENITY AREA MAY INCLUDE POOL, CABANA, AND OTHER AMENITIZED FEATURES. THE SPECIFIC FEATURES AND LAYOUT SHALL BE DETERMINED DURING THE CONSTRUCTION DOCUMENT/PERMITTING PHASE.
- d. ENTRANCE MONUMENTATION MAY BE PLACED WITHIN THE SETBACK BUT NOT THE RIGHT-OF-WAY.

6. ENVIROMENTAL FEATURES

- a. THE LOCATION, SIZE AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED WITH THIS REZONING. ADJUSTMENTS TO THE LOCATION, SIZE AND TYPE OF STORMWATER MANAGEMENT SYSTEMS MAY BE NECESSARY IN ORDER TO ACCOMMODATE ACTUAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.
- b. STREAM AND WETLANDS SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM REPORT TITLED "DETAILED DELINEATION OF WETLANDS AND WATER OF THE US, IRISH GLENN" BY WETLAND & WATERS, INC. DATED 12/08/2023.
- c. STREAM AND WETLAND BUFFER SIZE AND WIDTHS SHOWN BASED ON CITY OF KANNAPOLIS DEVELOPMENT ORDINANCE.

7. UTILITIES

- a. ALL UTILITIES WITHIN THE SITE WILL BE PLACED UNDERGROUND.
- b. ALL EXISTING STRUCTURES, SEPTIC SYSTEMS AND/OR WELLS SHALL BE FIELD LOCATED PRIOR TO DESIGN. ANY WELLS AND/OR SEPTIC SYSTEMS DISCOVERED DURING THE SITE DEVELOPMENT PROCESS SHALL BE ABANDONED IN ACCORDANCE WITH APPLICABLE NORTH CAROLINA LAWS AND RULES.
- c. WATER DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM TO BE DESIGNED AND BUILT PER THE CITY OF KANNAPOLIS REQUIREMENTS AND MINIMUM CONSTRUCTION STANDARDS. SYSTEMS TO BE OWNED AND OPERATED BY CITY OF KANNAPOLIS.
- d. WATER AND SEWER SYSTEM DEVELOPMENT FEES WILL APPLY.

8. AMENDMENTS TO THE REZONING PLAN:

- a. FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE DEVELOPMENT AREA PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

9. BINDING EFFECT OF THE REZONING APPLICATION:

- a. IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

FOR REZONING
ONLY

THIS DRAWING PREPARED AT THE

CHARLOTTE OFFICE
610 E. Morehead Street, Suite 250 | Charlotte, NC 28202
TEL 704.692.8840 FAX 704.376.0100
North Carolina License No. C-1152

←

M I HOMES
Welcome to Ireland
M/I HOMES OF CHARLOTTE, LLC
5350 77 CENTER DRIVE, SUITE 100
CHARLOTTE, NC 28217

REVISION DESCRIPTION

DATE

01/12/2024

DRAWN BY

N. SPINOLA

DESIGNED BY

C. KENNEDY

CHECKED BY

K. BRADLEY

SCALE

AS SHOWN

COLEMAN MILLS
CITY OF KANNAPOLIS - ROWAN COUNTY - NORTH CAROLINA
SITE NOTES

JOB NO.

61956

SHEET NO.

RZ-003





Coleman Mills Subdivision – Community Meeting Summary

The neighborhood meeting for the Coleman Mills Subdivision project was held at the Memorial United Methodist Church on January 4th, 2024, at 6:00 p.m. Jeremy Horton and Jeremy Smith were in attendance representing M/I Homes. Katie Bradley, Christian Kennedy, and Natalie Spinola with Timmons Group were also in attendance.

Katie Bradley opened the meeting by greeting the attendees and discussed the format of the presentation and question/answer session. Katie then turned the meeting over to Jeremy Smith with M/I Homes to review who M/I homes is, their development region, and proposed product. Katie presented the conditional rezoning process, project location, City of Kannapolis future land use map, and proposed site plan.

Katie then closed the meeting and opened the question/answer session. Jeremy Smith and Jeremy Horton joined Katie in answering questions.

Questions/Responses

Q: Residents asked what the width of the landscape buffers (“tree line”) will be?

R: Timmons stated that adjacent to residential there is no buffer requirement, and we are showing a 6' landscape buffer along certain properties, as required. Timmons stated that we intend to save trees where we can and final locations of existing trees to be saved will be determined during full design of the site.

Q: Residents asked about the height of the townhomes backing Glen Avenue?

R: M/I Homes said that the product design is still being finalized. They said it is not common to have 3 story front load townhomes, however, it is still to be determined.

Q: Residents inquired about price range or townhomes.

R: M/I stated they expect the homes to be sold in the 400K range and it is subject to change based on current market rates at time of sale.

Q: Residents stated they are mostly Glenn Ave residents. Residents are concerned about the traffic on Glen Ave and W C Street. How necessary is the Glenn Ave entrance and what triggers the number of entrances into the development?

R: Timmons stated the access is necessary for state law requirements for emergency access. Katie stated that M/I Homes is working with traffic specialist to determine road improvement recommendations. The recommendation improvements will be provided during full design.

Q: Residents asked if this will be phased?

R: M/I stated that is unknown at the moment.

Q: Residents are concerned with 'blasting' because of rock subsurface and anticipated construction disturbance? They asked what proactive actions will be taken to avoid damage on existing properties.

R: M/I Homes stated that contractors are required to notify adjacent property owners prior to blasting. The contractor will be responsible for repairing any damage to adjacent properties caused by construction. M/I Homes stated that they cannot speak to the exact means and methods of the construction process that but can follow up with additional information to residents as it becomes available.

Q: Residents inquired about environmental studies conducted because of the nature of the previous use of the site?

R: M/I Homes stated they have completed the phase 1 environmental study and phase 2 is in progress.

Q: Residents were concerned about privacy. Residents asked how many and which trees will stay?

R: M/I Homes and Timmons indicated that the rendering is conceptual. The intent is to save trees where possible and the extent of trees to remain will be better determined during full design.

Q: Residents asked about if the existing greenhouses will be removed?

R: M/I Homes and Timmons stated that the area with the existing greenhouses will be retained by the current property owner. They could not speak to any future plans for this area.

Q: Will there be an HOA?

R: M/I stated there will be an HOA

Q: Residents inquired about the storm ponds?

R: Timmons explained that the purpose of the storm ponds is to collect stormwater runoff from the site and release is slowly over time.

Q: Residents asked what has been presented to the City and were they accepting of it?

R: Timmons mentioned that we've had conversations with the City Staff. They have seen this high level plan and are accepting of what was shown thus far.

Q: Residents asked if the property will be rental units?

R: M/I stated they are not a rental builder.

Q: Residents asked when development will begin?

R: M/I Homes stated construction is planned to begin in 2025 and building construction is planned to begin in 2026.

Q: Residents asked about sidewalk improvements?

R: Timmons stated that there will be internal sidewalks. Offsite sidewalk connections are not proposed at this time.

Q: Residents asked where additional parking will be located on site?

R: Timmons stated it will be parallel parking along the proposed interior roads.

Q: Residents asked if signage or notification will be provided for the Public Hearing?

R: Timmons stated it will be a requirement to have posted signage at least 10 days before the public hearing. The City will also send out mailed notifications prior to the Public Hearing.

Coleman Mills (formerly Irish Glen)
Neighborhood Meeting Sign In Sheet

Name	Address	Phone	Email
Scott Bagg	1300 W C St	980-521-1738	janetbuggs@aol.com
Janet Bagg	1300 W C St	704-224-8450	janetbuggs@aol.com
Tina Thompson	804 Burrage Rd NE Concord	704-785-6037	racjon 2000@yahoo.com
Derek Moore	1205 W C St	919-360-5406	dhmoore44@protonmail.com
Linda Moore	1205 W C St	980-521-0353	lhamore73@gmail.com
Brandon Kerley	401 Glenn Ave.	704-701-2662	Kerley.paypal@yahoo.com
Courtney Kerley	401 Glenn Ave.	704-724-0618	Sierrakerley17@gmail.com
Serena Holman	315 Glenn Ave	704-605-4914	holman483@gmail.com
Negn Holman	315 Glenn Ave	704-810-4149	negnholman12@gmail.com
Jason Stegan	106 Wayne Ave	704-699-5252	ZackKman88@yahoo.com
Mike Hanon	305 Glenn Ave	704-794-8251	mblitt70Carolina.RK.com
Chris + Yolanda Mitchell	313 Glenn Ave	951-850-7323	Yomitch79@gmail.com

* REQUESTED PRESENTATION TO BE EMAILED



Order Confirmation

Order# 0000866464

PO Box 27283
Richmond, VA 23261-7283

Client: CITY OF KANNAPOLIS
Phone: 7049204300

Pavor : CITY OF KANNAPOLIS
Phone: 7049204300

Account: 3143368
Address: BRIDGETTE BELL
KANNAPOLIS NC 28081

Account: 3143368
Address: BRIDGETTE BELL
KANNAPOLIS NC 28081

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

Fax: 7049337463
Email: ap@kannapolisnc.gov

Total Amount \$547.06

Payment Amount \$547.06

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

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

0 0 1

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000866464-01	CLS Liner	2 X 44 li	\$0.00

Production Method
AdBooker (liner)

Production Notes

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
CON Independent Trib	C-Announcements	General-Spec Notice	2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING 401 Laureate Way,

Run Dates 4/12/2024, 4/19/2024

TagLine: NOTICEOFPUBLICHEARING401LAUREATEWAYKANNAPOLISNCCITYCOUNCILMEETINGMONDAYAPRIL2
22024AT600PMCONDITIONALZONINGMAPAMENDMENTCZ202



NOTICE OF PUBLIC HEARING
401 Laureate Way, Kannapolis, NC

City Council Meeting
Monday, April 22, 2024, at 6:00 pm

Conditional Zoning Map Amendment - CZ-2024-02 - 304-320 Irish Glen Dr., three (3) unaddressed parcels on W C St., and one unaddressed parcel on Glenn Ave. - Public Hearing to consider a request to rezone properties located at 304, 308, 312, 316 and 320 Irish Glen Drive, as well as three (3) unaddressed parcels on W C Street and one unaddressed parcel on Glenn Avenue from City of Kannapolis Office Institutional (OI) zoning district to City of Kannapolis Residential 8 - Conditional Zoning (R8-CZ) zoning district to allow for a 233-unit townhome development. The subject properties are approximately 47.96 +/- combined acres and further identified as Rowan County Parcel Identification Numbers 142 174, 142 175, 142 176, 142 177, 142 178, 142 180, 142 179, 142 173, and 142 186, respectively.

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

Publish: April 12, 19, 2024.

AcctName1	MailAddr1	MailCity	MailState	MailZipCod
ADAN & TRACY CASKEY	202 GLENN AVE	KANNAPOLIS	NC	28081
ALLEN & CATHY SILVESTRI	320 GLENN AVE	KANNAPOLIS	NC	28081-2031
AMBER WAKEFIELD	4743 RAINBOW DR	KANNAPOLIS	NC	28081
ANJALI WILSON	108 FRANKLIN AV	KANNAPOLIS	NC	28081-0000
ARIELLE K HABET	206 GLENN AV	KANNAPOLIS	NC	28081-2029
BA CAPITAL INVESTMENTS LLC	1743 WAYLAND CIR NEW	ATLANTA	GA	30319-3611
BEAVER LP	6311 WRIGHT ROAD	KANNAPOLIS	NC	28081
BRANDON KERLEY	401 GLENN AV	KANNAPOLIS	NC	28081-2032
BRITTANY MILLER	99 WESTOVER AV	KANNAPOLIS	NC	28081-2003
CHRISTOPHER & YOLANDA MITCHELL	313 GLENN AV	KANNAPOLIS	NC	28081-0000
DARYL & KATHY ALBRIGHT	711 N ENOCHVILLE AVE	KANNAPOLIS	NC	28081-9141
DAVID HERRERA	301 GLENN AVE	KANNAPOLIS	NC	28081
EDWARD JR & LEE ANN SELLERS	2505 CHINA GROVE RD	CHINA GROVE	NC	28023
EQUITY TRUST COMPANY CUSTODIAN				
DEAN A ADCOCK IRA FBO	1005 VALLEY ST	KANNAPOLIS	NC	28081-3310
HARLEY D TRITT	18425 STATESVILLE RD	CORNELIOUS	NC	28031-0000
HUGH MOOSE JR &				
REGINA FRENCH	340 GLENN AVE	KANNAPOLIS	NC	28081-2031
HUMBERTO & JANET GARCIA GALVEZ	107 WAYNE AVE	KANNAPOLIS	NC	28081
ILSE KOSTAS	103 WESTOVER AVE	KANNAPOLIS	NC	28081
IRISH GLEN NORTH OWNER LLC	1213 W MOREHEAD ST STE 150	CHARLOTTE	NC	28208-5579
JAMES & JOANNE MCLAMB	102 WESTOVER AVE	KANNAPOLIS	NC	28081-2062
JASON E ROVEGNO &				
MICHELE GARBINE TRUSTEES	101 WESTOVER AV LOT#2	KANNAPOLIS	NC	28081
JASON STEGALL	106 WAYNE AVE	KANNAPOLIS	NC	28081
JDL HOMES INC	281 BAR LINK RD	AMOUNT PLEASAN	NC	28124
JEFFREY & JODI BOSTWICK	17323 SUMMERS WALK BLVD	DAVIDSON	NC	28036-8943
JEREMY & MEGAN HOLLAWAY	315 GLENN AVE	KANNAPOLIS	NC	28081-0000
JEREMY BLACKWELDER	1463 BANKS RD	FORT MILL	SC	29715
JOSEPH DAVIS	306 GLENN AVE	KANNAPOLIS	NC	28081-2031
KANNAPOLIS LAND PARTNERS LLC	1213 W MOREHEAD ST STE 150	CHARLOTTE	NC	28208-5579
KENNETH SOKOLOWSKI	110 FRANKLIN AVENUE	KANNAPOLIS	NC	28081
KIM ALLMAN	105 GOLDSTON ST	KANNAPOLIS	NC	28081
LINDA H MOORE	6121 CHISHOLM TRL	KANNAPOLIS	NC	28081
MATTHEW J SELMER	3801 ISENHOUR RD	KANNAPOLIS	NC	28081
MAURICIO R AMAT	15820 CENTENNIAL FOREST DR	HUNTERSVILLE	NC	28078-4671
MEMORIAL UNITED METHODIST CH	1100 W C ST	KANNAPOLIS	NC	28081
MICHAEL & SHARON NOBLITT	305 GLENN AVE	KANNAPOLIS	NC	28081
MY NEST PROPERTIES LLC	9942 CALDWELL DEPOT RD	CORNELIUS	NC	28031-8133
NEWTON PROPERTIES & INVESTMENTS LLC	210 OAK AVE	KANNAPOLIS	NC	28081-4329
OPIE CAMPBELL	1225 W C ST	KANNAPOLIS	NC	28081
PANCHI APARICIO &				
BRENDA MURILLO GARCIA	105 WESTOVER AV	KANNAPOLIS	NC	28081
PAUL ROWE	104 WAYNE AVE	KANNAPOLIS	NC	28081
RALPH HENDREN	885 BARNHARDT RD	CHINA GROVE	NC	28023-8704
REID E MULLIS	1803 AZALEA AVE	KANNAPOLIS	NC	28081
RICHARD MCGUIRE PROPERTIES LLC	8845 WRIGHT RD	KANNAPOLIS	NC	28081-8997
RONALD KINARD	3501 WINSLOW DR	CHARLOTTE	NC	28269
SANDRA CRAFT &				
COLLEEN COOKE	1306 W C ST	KANNAPOLIS	NC	28081-0000
SCOTTY & JANET BOGGS	1300 W C ST	KANNAPOLIS	NC	28081-4183
SUNNY GLENN	111 HURST FARM RD	SHELBY	NC	28152-0792
SUTHERLAND'S RENTALS 115 SHAMROCK LLC	7320 SWANSEA LN	CORNELIUS	NC	28031
TIMOTHY & AIDA PAYNE	1402 GLENN AVE	KANNAPOLIS	NC	28081
WILLIAM L ELLIS	1302 WEST C ST	KANNAPOLIS	NC	28081
WOODLAND S & K LLC	3945 BUENA VISTA DR	PASO ROBLES	CA	93446-9532
M/I HOMES OF CHARLOTTE, LLC				
ATTN: J HORTON	5350 77 CENTER DR	CHARLOTTE	NC	28217



KANNAPOLIS

Planning

March 10, 2024

Dear Property Owner:

Please be advised that the City of Kannapolis City Council will conduct a Public Hearing on Monday, April 22, 2024, at 6:00 PM, at 401 Laureate Way, Kannapolis, NC for the following case:

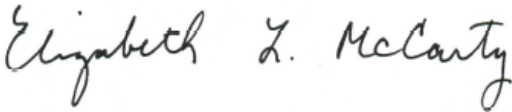
CZ-2024-02 – Conditional Zoning Map Amendment – 304-320 Irish Glen Drive, three (3) unaddressed parcels on W C Street and one unaddressed parcel on Glenn Avenue

The purpose of this Public Hearing is to consider a request to rezone properties located at 304, 308, 312, 316 and 320 Irish Glen Drive, as well as three (3) unaddressed parcels on W C Street and one unaddressed parcel on Glenn Avenue from City of Kannapolis Office Institutional (OI) zoning district to City of Kannapolis Residential 8 – Conditional Zoning (R8-CZ) zoning district to allow for a 233-unit townhome development. The subject properties are approximately 47.96 +/- combined acres and further identified as Rowan County Parcel Identification Numbers 142 174, 142 175, 142 176, 142 177, 142 178, 142 180, 142 179, 142 173, and 142 186, respectively (see reverse side of this letter for a map showing the location of this property).

As an abutting property owner, you are being notified of this public hearing in accordance with the requirements of the Kannapolis Development Ordinance. You are invited to attend the public hearing and will be provided an opportunity to speak to City Council, if you believe it to be necessary for their decision making on this matter.

If you have any questions about the public hearing or request, please do not hesitate to call the Planning Department at 704.920.4362 or emccarty@kannapolisnc.gov.

Sincerely,



Elizabeth L. McCarty, AICP
Assistant Planning Director

Enclosure

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

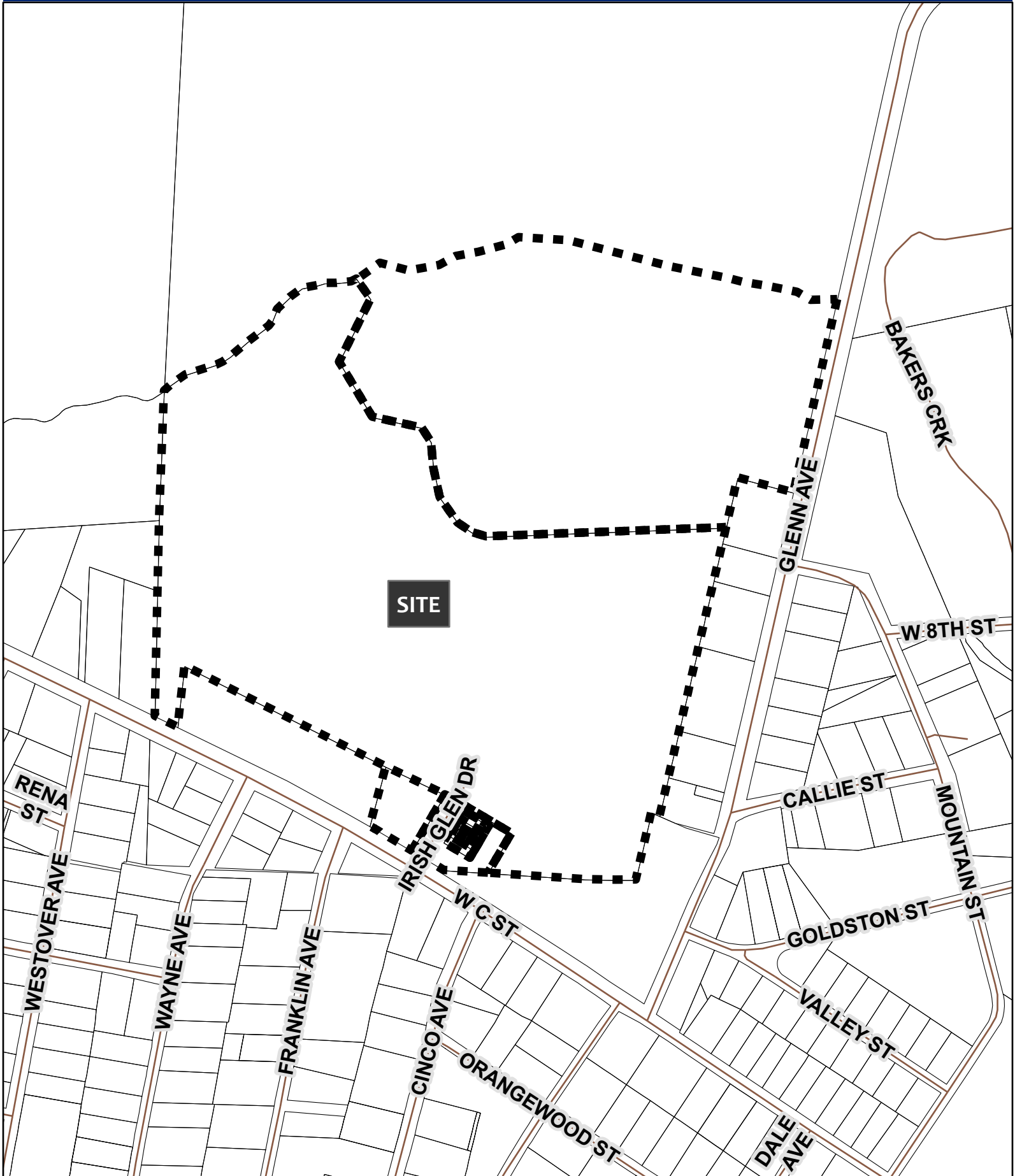


Conditional Rezoning

Case Number: CZ-2024-02

Applicant: MI Homes of Charlotte LLC

0 W C St, 0 Glenn Ave, 304-320 Irish Glen Dr





**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
WITH REGARD TO CASE #CZ-2024-02**

WHEREAS, Sections 160D-604 and 160D-605 of the North Carolina General Statutes specify that when adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and explain why the action taken is reasonable and in the public interest; and

WHEREAS, Section 2.3.B(1).a. of the Kannapolis Development Ordinance delegates final authority to the Planning and Zoning Commission on zoning map amendments subject to an affirmative vote of three-fourths of the Commission members present and not excused from voting, or if there is no appeal of the decision; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on March 19, 2024 and approved the request to rezone; however the affirmative vote was by less than three-fourths of voting members; and

WHEREAS, since the motion to approve was less than three-fourths of voting members, City Council shall have the authority to make a final decision on the requested rezoning; and

WHEREAS, on April 22, 2024 City Council conducted a public hearing to consider a request to rezone approximately 47.96 +/- combined acres of property located at 304, 308, 312, 316, and 320 Irish Glen Drive; three (3) unaddressed parcels located on W C Street; and one (1) unaddressed parcel on Glenn Avenue, (Rowan County Parcel Identification Numbers 142 174, 142 175, 142 176, 142 177, 142 178, 142 180, 142 179, 142 173, and 142 186, respectively) owned by Irish Glen West Owner LLC; and Kannapolis Land Partners LLC, from City of Kannapolis Office-Institutional (O-I) to City of Kannapolis Residential 8 – Conditional Zoning (R8-CZ) Zoning Designation.

NOW, THEREFORE BE IT RESOLVED that City Council finds this rezoning consistent with the goals and policies of the Move Kannapolis Forward 2030 Comprehensive Plan (“2030 Plan”), adopted by City Council, which designates the subject properties as located within the “Urban Residential” Character Area in the 2030 Plan. City Council finds the request for rezoning compatible with the surrounding zoning and it is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor anticipated to generate parking problems or any adverse impact on the environment.

Adopted this the 22nd day of April 2024:

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



RESOLUTION TO ZONE

Case #CZ-2024-02

**(304 – 320 Irish Glen Avenue, Three Unaddressed Parcels on
W C Street and an Unaddressed Parcel on Glenn Avenue)**

**From City of Kannapolis Office-Institutional (O-I) to
City of Kannapolis Residential 8-Conditional Zoning (R8-CZ) Zoning Designation**

WHEREAS Section 2.3.B.(1).a of the Kannapolis Development Ordinance delegates final authority to the Planning and Zoning Commission on zoning map amendments subject to an affirmative vote of three-fourths of the Commission members present and not excused from voting, or if there is no appeal of the decision; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on March 19, 2024 and the motion to approve was less than three-fourths of voting members; and

WHEREAS, since the motion for approval by the Planning and Zoning Commission was less than three-fourths of voting members, then City Council shall have the authority to make a final decision on the requested rezoning; and

WHEREAS, on April 22, 2024 City Council held a public hearing to consider the request to rezone approximately 47.96 +/- combined acres of property located at 304, 308, 312, 316, and 320 Irish Glen Drive; three (3) unaddressed parcels located on W C Street; and one (1) unaddressed parcel on Glenn Avenue, (Rowan County Parcel Identification Numbers 142 174, 142 175, 142 176, 142 177, 142 178, 142 180, 142 179, 142 173, and 142 186, respectively) owned by Irish Glen West Owner LLC; and Kannapolis Land Partners LLC, from City of Kannapolis Office-Institutional (O-I) to City of Kannapolis Residential 8–Conditional Zoning (R8-CZ) Zoning Designation; and

WHEREAS, City Council has approved the request for rezoning and found it to be consistent with the City of Kannapolis *Move Kannapolis Forward, 2030 Comprehensive Plan*, reasonable and in the public interest; and

WHEREAS, per Section 2.5.A.(2).c of the Kannapolis Development Ordinance, City Council makes the following findings in support of and in analysis of the rezoning:

1. Is the proposed rezoning consistent with the Comprehensive Plan and other applicable adopted City plans?

The subject properties are in the “Urban Residential” Character Area as designated in the *Move Kannapolis Forward 2030 Comprehensive Plan*. Single family detached and single family attached residential are listed as primary uses. Therefore, the proposed use is consistent with the goals and objectives of the Plan.

2. Is the proposed rezoning in conflict with any provision of this Ordinance or the City Code of Ordinances?

No, the proposed rezoning is not in conflict with any ordinances.

3. Does the proposed rezoning correct an error in the existing zoning present at the time it was adopted?

Generally, no. The primary intent of the rezoning is not to correct an error in the existing zoning. Nevertheless, the five existing townhomes fronting Irish Glen Drive would become conforming uses with approval of this conditional rezoning request. Under the KDO, townhomes are not permitted in the O-I District. Townhomes, however, were permitted under the UDO.

4. Does the proposed rezoning allow uses that are compatible with existing and allowed uses on surrounding land and with the stability and character of any adjacent residential neighborhoods?

Yes, the proposed rezoning and use of the property for a townhome development is consistent with existing surrounding land uses. The subject property abuts Residential 8 (R8) properties on the south and west. The adjoining properties along the entirety of the eastern property line are zoned R8. The adjacent church property, located at the intersection of W C Street and Glenn Avenue, is zoned Mixed Use Neighborhood (MU-N). The property to the north is zoned Office Institutional (O-I).

5. Does the proposed rezoning ensure efficient development within the City, taking into consideration the capacity and safety of the street network, the adequacy of public facilities, the suitability of the land for the uses allowed under the existing zoning, and other relevant considerations?

Yes, this property is a suitable use allowed under the requested zoning. The applicant conducted a Traffic Impact Assessment (TIA) for the proposed townhome development. The study analyzed four intersections: (1) W C Street and Glenn Avenue, (2) W C Street and the proposed access point for the development, (3) Glenn Avenue and the proposed access point for the development, and (4) Loop Road N./Dale Earnhardt Boulevard and W C Street/S. Walnut Street. The applicant's TIA indicated that no mitigation was needed, and no improvements were recommended. City Staff, however, support a deceleration lane from westbound W C Street into the proposed development as a condition of approval. Public water is available to the site and the project has received wastewater allocation.

6. Does the proposed rezoning result in a logical and orderly development pattern, taking into consideration the size of the subject lands and the zoning and existing and proposed development on surrounding lands?

Yes, the property is within the growth area for the City of Kannapolis, and the proposed development of townhomes is consistent with surrounding zoning and existing uses.

7. Does the proposed rezoning result in significant adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?

No, there are no anticipated significant environmental impacts from rezoning this property. A perennial stream, Baker Branch, and associated flood zone are located along the northern property line. The development will be required to conform to all applicable local, state, and federal environmental regulations.

NOW, THEREFORE BE IT RESOLVED by City Council that the above referenced property as shown on the site plan submitted to the City, be rezoned from City of Kannapolis Office-Institutional (O-I) Zoning Designation to City of Kannapolis Residential 8-Conditional Zoning (R8-CZ) Zoning Designation, subject to the following conditions:

1. The permitted uses allowed by this rezoning shall be limited to those uses and accessory uses

allowed by-right in the Residential 8 (R8) District. The intent of this rezoning submittal is to provide for a residential community.

2. The number of single-family detached units shall not exceed 233.
3. The six-foot (6') Type B landscape buffer shall extend along the entire length of the eastern perimeter property line from the most southern point to the proposed internal access street.
4. A pedestrian connection from the proposed townhome development to the greenway shall be incorporated into the development's design and shown at time of site plan submittal.
5. The development depicted on the Rezoning Plan are schematic in nature and are intended to depict the general arrangement of such uses and improvements on the site. Accordingly, the ultimate layout, locations and sizes of the development and site elements depicted on the Rezoning Plan are graphic representations, and they may be altered or modified in accordance with the City of Kannapolis Development Ordinance.
6. NCDOT driveway permit shall be obtained for site access points. Access points shall be located as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required to accommodate final site and construction plans and designs and any adjustments required for approval by the City of Kannapolis and/or the North Carolina Department of Transportation (NCDOT).
7. A westbound deceleration lane for the access point on W C Street shall be determined and designed in coordination with City Staff at time of site plan submittal.
8. The alignments of the internal streets, driveways, and vehicular circulation areas may be modified by the applicant to accommodate changes in traffic patterns, parking layouts, and any adjustments required for approval by the City of Kannapolis and/or NCDOT.
9. A final site plan, in compliance with the applicable Kannapolis Development Ordinance standards, shall be submitted to and approved by City Staff prior to issuance of a Zoning Clearance permit.
10. The final site plan shall comply with the current Kannapolis Land Development Standards Manual.

Adopted this the 22nd day of April 2024.

Milton D. Hinnant, Mayor
City of Kannapolis

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING AND RESOLUTION-** Request to rename Southern Avenue to Kannapolis Veterans Way

Action Requested by City Council

Conduct a Public Hearing and adopt a Resolution renaming Southern Avenue to Kannapolis Veterans Way.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City received a request from Ted Sandford, President of Cabarrus County-based Vietnam Veterans of America Chapter 909 to rename a street in Kannapolis to honor our veterans. This group is attempting to increase public awareness of the large population of veterans residing and doing business in our community. There are already streets named for Veterans in Concord and Harrisburg, but not in Kannapolis. After conversations with Mr. Sandford, it was agreed that renaming "Southern Avenue" to "Kannapolis Veterans Way" was an appropriate change with positive visibility being in close proximity to Veterans Park, the Train Station and downtown. There are no business or residence addresses on Southern Avenue which eliminates the address change impacts.

As per the City's Addressing Ordinance, the Planning Department is authorized to determine the need for road name changes and to recommend such changes to City Council. City Council may want to consider unveiling the new street name at (or possible before) the Memorial Day events being coordinated by the American Legion.

Fiscal Implications

The cost of the street sign replacement will be paid by the City.

Policy Issues

None

Legal Issues

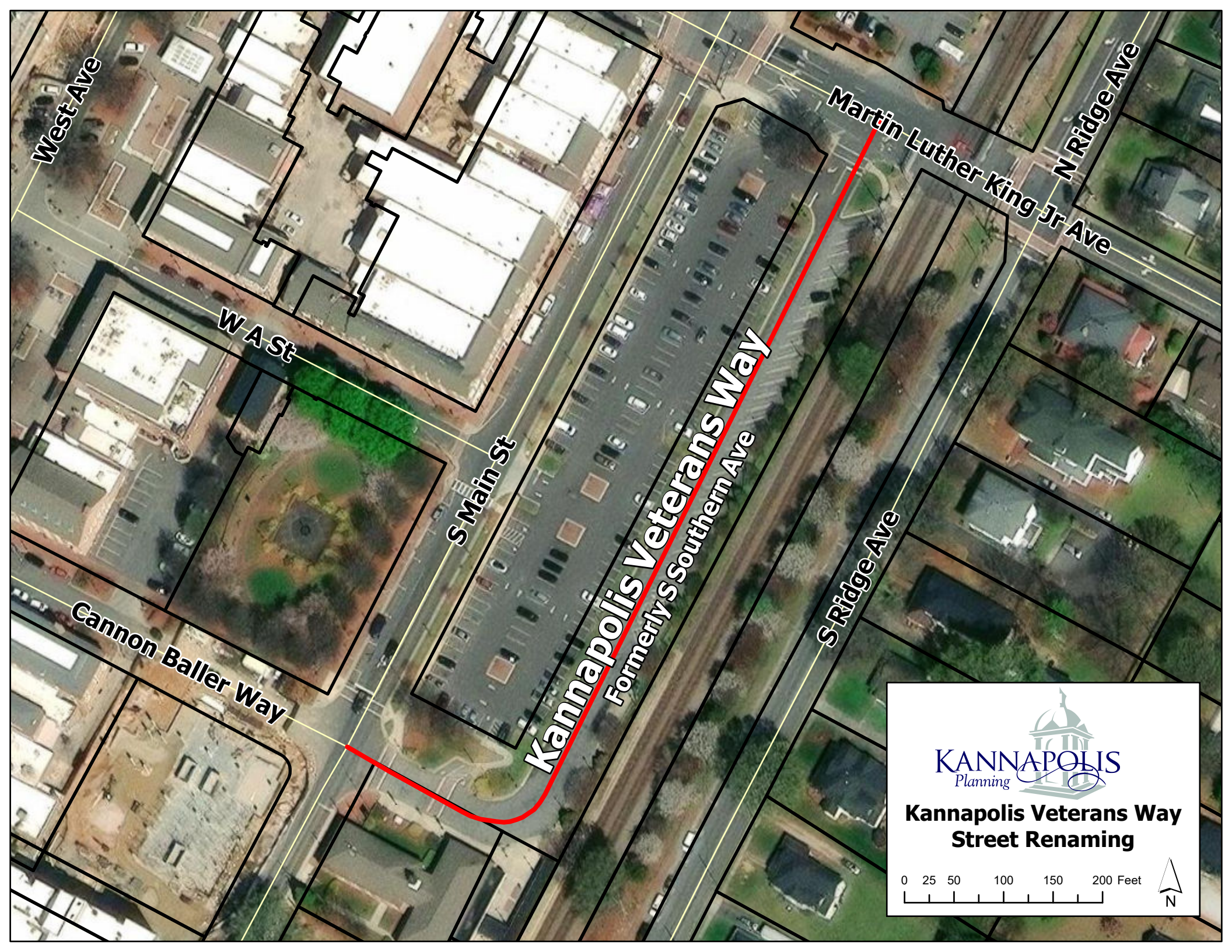
None

Recommendations and Alternate Courses of Action

- 1. Motion to adopt Resolution renaming Southern Avenue to Kannapolis Veterans Way (Recommended)**
2. Take no action.
3. Table the matter to a future meeting.

Attachments

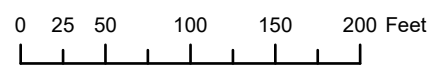
1. Kannapolis Veterans Way
2. Resolution Renaming Southern Ave to Veterans Way



Kannapolis Veterans Way
Formerly S Southern Ave



**Kannapolis Veterans Way
Street Renaming**



Resolution # _____

**CITY OF KANNAPOLIS
RESOLUTION OF CITY COUNCIL
RENAMING SOUTHERN AVENUE TO KANNAPOLIS VETERANS WAY**

WHEREAS, Kannapolis City Code Sec. 15-8 provides for a uniform system of street and road naming with the City; and

WHEREAS, it is the intent of the naming system to provide for efficient directional information for public and emergency use; and

WHEREAS, Code Sec. 15-8 provides that the City Council shall approve street names and changes of street names; and

WHEREAS, a request has been made to change the name of Southern Avenue to Kannapolis Veterans Way; and

WHEREAS, the City Council finds that this is a reasonable request and consistent with the street naming ordinance of the City.

NOW, THEREFORE, the Kannapolis City Council does hereby approve the renaming of Southern Avenue to Kannapolis Veterans Way and directs City staff to take all necessary steps to implement this action.

Adopted this 22nd day of April, 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council

From: Sherry Gordon, Community Development Program Administrator

Subject: **PUBLIC HEARING AND APPROVE THE ANNUAL ACTION PLAN-** CDBG & HOME program funds for FY 2024-25

Action Requested by City Council

Conduct a Public Hearing and a motion to approve the FY 2024-25 CDBG & HOME program use of funds

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Each year the City must present within its Annual Action Plan submittal to HUD a defined work program for the funding level being sought. The City will submit its action plan to HUD by May 15.

The plan was made available to the public for a 30-day period which will end on April 30, 2024. The City is a member of the Cabarrus/Rowan/Iredell HOME Consortium and is required to submit an Annual Action Plan to the City of Concord, the Consortium Lead Entity. The City anticipates receiving \$397,437 in CDBG funds and \$188,593 in HOME funds for 2024-2025.

This public hearing allows the City to receive citizens' comments or questions on the use of Fiscal Year 2024-2025 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds. The Community Development Commission reviewed the draft Annual Action Plan at its April 16th meeting.

Fiscal Implications

The City expects to receive \$322,384 in CDBG funds and \$112,262 in HOME funds from the Cabarrus/Iredell/Rowan HOME Consortium in Fiscal Year 2024-25 (July 1, 2024 – June 30, 2025)

It is recommended that the following activities be undertaken with the FY 2024-25 funds:

CDBG Proposed Expenditures

Urgent Repair	\$159,950
Infrastructure	\$100,000
Non-profit Partnerships	\$58,000
General Administration/Fair Housing	\$79,487
Totals	\$397.437

HOME Proposed Expenditures

Homeowner Rehab	\$159,022
New construction (Habitat)	\$20,000
General Administration	\$9,571
Totals	\$188,593

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve the FY 2024-25 Annual Action Plan (Recommended).**
2. Approve the FY 2024-25 Annual Action Plan with a change in the use of funds for alternative activities.
3. Table the action to a future meeting.

Attachments

1. Notice of Public Hearing CDBG & Home FY24-25



NOTICE OF PUBLIC HEARING

The Kannapolis City Council will hold a public hearing on Monday, April 22, 2024 at 6:00 p.m. in the Kannapolis City Hall/Police Headquarters, 401 Laureate Way, Kannapolis, NC. The purpose of this hearing is to receive citizens comments and questions on the use of FY2024-2025 Community Development Block Grant (CDBG), and FY2024-2025 HOME funds from the U.S. Department of Housing and Urban Development (HUD).

Each year the City must develop an Annual Action Plan and budget for submission to HUD for CDBG & HOME funds. The City expects to receive approximately \$397,437 in CDBG funds and approximately \$188,573 in HOME funds. All HUD funds must benefit low and moderate income persons, households or neighborhoods. All specific expenditures are detailed in the FY2024-2025 Annual Action Plan, available for public inspection at the following locations: City of Kannapolis Administrative Offices, 401 Laureate Way, Kannapolis, NC and from the City's website: www.kannapolisnc.gov

CDBG Proposed Expenditures

Urgent Repair	\$ 159,950.00
Infrastructure	100,000.00
Non-profit Partnerships	58,000.00
General Administration/Fair Housing	<u>79,487.00</u>
	\$ 397,437.00

HOME Proposed Expenditures

Homeowner Rehab	\$ 159,022.00
New construction (Habitat)	20,000.00
General Administration	<u>9,571.00</u>
	\$ 188,593.00

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

Questions can be directed to Kannapolis Community Development at 704-920-4332



PUBLICATION DIRECTIONS

Publish in Non-Legal section only with black border.

Please use all logos!

Please publish on or before April 1, 2024.

Mail affidavit of publication to the following address:

City of Kannapolis
CDBG Program
401 Laureate Way
Kannapolis, NC 28081
Attn: Sherry Gordon
(704) 920-4332



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council

From: Irene Wong, Economic & Community Development Director

Subject: **PUBLIC HEARING AND RESOLUTION** - Authorizing the Sale of City owned property at 6106 Old Macedonia Ct

Action Requested by City Council

1. Hold a public hearing regarding the sale of the parcel at 6106 Old Macedonia Ct.
2. Motion to adopt a Resolution authorizing the City Manager to negotiate and execute the Purchase Agreement for the sale of the parcel at 6106 Old Macedonia Ct.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City owns a 1.5 acre parcel on the west side of Kannapolis Pkwy at Hwy 73; it is the last remaining parcel from the Gateway Business Park that the City developed more than 20 years ago. The City received an offer to purchase the property for \$535,000. The buyer has not proposed a use at this time.

Fiscal Implications

Since the business park was funded with a CDBG Section 108 loan, 81.4% of the proceeds from the sale will need to go back to the City's CDBG account as program income, which can then be used for CDBG eligible projects. The remaining 18.6% of the proceeds will go back to the City's General Fund. This pro-rata amount is based on the original investment into the business park of CDBG funds and General Funds.

Policy Issues

None

Legal Issues

The property is part of the Gateway Business Park and falls under GS 158-7.1 which allows it to be sold at private sale for fair market value rather than going through the upset bid process.

Recommendations and Alternate Courses of Action

1. **Hold a public hearing and adopt a Resolution authorizing the City Manager to negotiate and execute the Purchase Agreement for the sale of the parcel at 6106 Old Macedonia Ct. (Recommended)**
2. Table to a future meeting.
3. Take no action. Note: This will result in not selling the property at this time.

Attachments

1. Resolution Approving Execution of Purchase and Sale Agreement (Eiyad Ishnineh, Developer)
2. 6106 Old Macedonia Ct - purchase agreement
3. Public Hearing (6106 Old Macedonia Court, Kannapolis)

**RESOLUTION APPROVING THE EXECUTION OF A
PURCHASE AND SALE AGREEMENT**

WHEREAS, North Carolina General Statutes Chapter 158A, Article 1, “Local Development Act of 1925”, authorizes municipalities to engage in appropriations and expenditures of funds for economic development programs; and

WHEREAS, North Carolina General Statutes §158-7.1 authorizes the City to convey interests in property owned which have been determined by City Council to increase population, taxable property, agricultural industries, employment, industrial output or business prospects of the City; and

WHEREAS, the City has determined that it is in its best interest to enter into the Purchase and Sale Agreement (the “Agreement”) with Eiyad Ishnineh (“Developer”) to accomplish these purposes; and

WHEREAS, City find that agreements and premises exchanged between the parties as contained in the Agreement and as identified in this Resolution will have a significant effect on achieving the above-stated goals; and

WHEREAS, on April 22, 2024, the City held a duly advertised public hearing to receive public comment on the proposed Agreement.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Council Findings. Council finds that pursuant to North Carolina General Statutes Section 158-7.1 as follows:

1. In accordance with North Carolina General Statutes §158-7.1 the City owns the Property as set out in the Agreement;
2. Development on the Property will have a significant effect on the improved business prospects, employment and overall well-being on the City;
3. The City Council has determined that the property is being sold at its fair market value;
4. The City duly advertised a public hearing and opened the floor for public comment on this transaction;
5. The Agreement complies with North Carolina General Statutes §158-7.1.

Section 2. Adoption of Instruments. The City Council hereby approves and adopts the Agreement between the City and Developer, copies of which have been made available to the City Council and to the public prior to the public hearing.

Section 3. Authorization of Manager to Execute the Instruments. The City hereby authorizes the City Manager to execute and deliver the Agreement, including any and all necessary documents and agreements to effectuate the intent of the aforementioned Resolution. The City Manager, or his designee, in accordance with his assigned responsibilities is hereby authorized to deliver, publish, file and record such documents, instruments, notices and records and to take such other actions that shall be necessary or desirable to accomplish the purposes of this Resolution. Further, the City Manager is allowed to make modifications, corrections and clerical revisions as may be necessary and not inconsistent with the intent of this Resolution.

Section 4. Effective Date. This Resolution is effective on the date of this adoption.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk



AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
Eiyad Ishnineh

a(n) individual ("Buyer"), and
 (individual *or* State of formation and type of entity)
City of Kannapolis, NC

a(n) _____ ("Seller").
 (individual *or* State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 6106 Old Macedonia Court, Concord, NC 28027

Plat Reference: Lot(s) 3325-302, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, Cabarrus County, consisting of 1.467 acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 4691-99-3021-0000; and, (ii) some or all of the Property, consisting of approximately 1.467 acres, is described in Deed Book _____, Page No. _____, Cabarrus County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 535,000 (b) **"Purchase Price"** shall mean the sum of Four hundred and fifty thousand Dollars,
 or, if this box is checked ☐, Purchase Price shall mean the sum of \$ _____ per gross
 acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the
 Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the
 expiration of the Examination Period. The purchase price shall be determined by multiplying the Price
 Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due
 under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the
 Purchase Price in accordance with this provision. The Purchase Price shall be payable on the
 following terms:
 \$ 5% of Purchase Price (i) **"Earnest Money"** shall mean Twenty six thousand, seven hundred and fifty Dollars
 or terms as follows: _____

_____ The Earnest Money shall be deposited in escrow with _____

Page 1 of 9



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Revised 7/2023
© 7/2023

Buyer Initials EI Seller Initials _____

Frank J. Corigliano, Attorney Partner Plyler, Long & Corigliano (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)**

☒ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ _____

(ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ 508,250

(iii) **Cash, balance of Purchase Price**, at Closing in the amount of _____ Dollars.
Five hundred and eight thousand, two hundred and fifty _____

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or 30 days from the expiration of the Examination Period _____.

Buyer Initials  Seller Initials _____

- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on
45 days from the Contract Date
TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:
- | | | |
|--|--|---|
| New Branch Real Estate Advisors | | ("Listing Agency"), |
| Ryan Kinney | | ("Listing Agent" - License # NC 295051) |
| Acting as: ☒ Seller's Agent; | ☐ Dual Agent | |
| and Coldwell Banker Realty | | |
| Jamie Dunnivant | | ("Selling Agent" - License # NC 321242) |
| Acting as: ☒ Buyer's Agent; | ☐ Seller's (Sub) Agent; | ☐ Dual Agent |

- (g) **"Seller's Notice Address"** shall be as follows:
401 Laureate Way, Kannapolis, NC 28081

e-mail address: isacks@kannapolisnc.gov fax number: _____
 except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:
3560 Trinity Church Drive, Concord, NC 28027

e-mail address: jamie.dunnivant@cbrealty.com fax number: _____
 except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B, and/or Exhibit C, as applicable**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

None

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

None

Each party shall pay its own attorney's fees.

Buyer Initials EI _____ Seller Initials _____

Deferred/Rollback Taxes: Buyer ☐ intends to continue ☐ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☒ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and

Buyer Initials EI Seller Initials _____

surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**; Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to:

Buyer Initials EI Page 5 of 9 Seller Initials _____

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those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Buyer Initials  Seller Initials _____

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

None

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Buyer Initials  Seller Initials _____

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Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

 _____

Date: 03/22/24 _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Buyer Initials



Seller Initials

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



KANNAPOLIS CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") entering into a Purchase and Sale Agreement ("Agreement") pursuant to North Carolina General Statutes §§ 158-7.1 with Eiyad Ishrineh (hereinafter, "Developer"). Pursuant to the Agreement, the City intends to convey to Developer certain real property being 6106 Old Macedonia Court, Kannapolis, NC and having a Cabarrus County Tax Parcel ID# 4691-99-3021 (the "Property").

The City proposes to convey the Property to Developer for Five Hundred Thirty-five Thousand Dollars (\$535,000.00) being its fair market value.

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

The City Council intends to approve the purchase but will accept public input prior to voting on the Agreement.

A Public Hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:00 p.m. on April 22, 2024. At the time and place fixed for this Public Hearing, the City will discuss the terms of the Purchase and Sale Agreement and related documents and the City Council will receive public comment.

Bridgette Bell, City Clerk
City of Kannapolis
North Carolina

Publish April 12



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
Subject: **ORDINANCE-** Street Acceptance Policy Text Changes

Action Requested by City Council

Motion to adopt an Ordinance to make text changes to the Street Acceptance Policy

Required Votes to Pass Required Action

Majority Present at Meeting

Background

There are a number of needed updates to the 2020 version of the Street Acceptance Policy:

- Two changes are grammatical corrections and do not alter the meaning of the policy.
- The term "Petitioners" is changed to "property owner", which makes the wording more accurate.
- Is Section 2, #3, remove the wording "If property is assessed, the percentage may increase up to fifty percent (50%)". This changes the perimeters of the policy.
- Removal of the sentence "Unpaid amounts will be collected by placing assessment on the involved property. " This sentence is not needed.
- Four additions are included in the updates:
 - The first addition clarifies the intent of the policy further and is inline with the NC General Statutes.
 - The second and third additions are the words "property owners" to make the wording more accurate.
 - The fourth addition is used to identify the "service fee and or interest fee", to be charged if the assessment payback period is opted by the property owner.

Fiscal Implications

These changes provide that an assessment will occur to all property owners directly affected by the acceptance of the street. The assessed amount is equal to twenty-five (25) percent of the estimate of upgrades to the street divided by the number of linear feet of road frontage of a parcel. The assessment may be paid at the time of receipt or the payment may be spread over 10 years. A service fee and/or interest rate may be associated with the 10-year period.

Policy Issues

The proposed changes are needed to more accurately represent the intent of the policy and to be fully in line with the NCGS on this assessment for the use of improvements to the public street.

Legal Issues

The process of assessment as described above is a legal proceeding in accordance with the NC General Statutes.

Recommendations and Alternate Courses of Action

Options and Recommendations:

1. **Motion to adopt an Ordinance to make changes to the current policy. (Recommended)**
2. Take no action.
3. Table the subject to a future meeting.

Attachments

1. Street Acceptance Changes Made Apr 2024
2. Ordinance Amending Street Acceptance Policy(adopted March 23,2020),22 April 2024

SECTION 2. PRIMARY RESIDENTIAL STREETS

To initiate the acceptance procedure for privately owned residential streets, the following information

shall be submitted to the Director of Transportation and Environmental Services office:

1. An application form to the Director of Transportation and Environmental Services requesting that the City consider accepting subject streets for public maintenance. The application form may be completed by designated Homeowners Association (HOA) or a petition from Fifty-one percent (51%) of the linear frontage of property owners within the request area and Fifty-one percent (51%) of property owners. The entity must show they have rights to convey or ownership of the property or easements.
2. The cost of citizen participation of improving the street for acceptance by the City to Minimum Standards
 - a. Upon receipt of the estimate, the Director of Transportation and Environmental Services will inform the petitioners and property owners of the amount to be paid by the property owners.
 - b. Property owners will be assessed twenty-five percent (25%) of the estimated total cost divided by the linear foot of adjacent road frontage per the deed of each property owner. Unpaid amounts will be collected by placing assessment on the involved property.
3. The assessed amount may be paid over a 10-year period.
 - a. Service Fee and/or interest may be applied.

**ORDINANCE
CITY OF KANNAPOLIS**

BE IT ORDAINED by the City Council for the City of Kannapolis, that the Street Acceptance Policy Section 2, is hereby amended to read as follows:

SECTION 2. PRIMARY RESIDENTIAL STREETS

To initiate the acceptance procedure for privately owned residential streets, the following information

shall be submitted to the Director of Transportation and Environmental Services office:

1. An application form to the Director of Transportation and Environmental Services requesting that the City consider accepting subject streets for public maintenance. The application form may be completed by designated Homeowners Association (HOA) or a petition from Fifty-one percent (51%) of the linear frontage of property owners within the request area and Fifty-one percent (51%) of property owners. The entity must show they have rights to convey or ownership of the property or easements.
2. The cost of citizen participation of improving the street for acceptance by the City to Minimum Standards
 - a. Upon receipt of the estimate, the Director of Transportation and Environmental Services will inform the petitioners and property owners of the amount to be paid by the property owners.
 - b. Property owners will be assessed twenty-five percent (25%) of the estimated total cost divided by the linear foot of adjacent road frontage per the deed of each property owner.
 - c. The assessed amount may be paid over a 10-year period.
 - a. Service Fee and/or interest may be applied.

Adopted this 22nd day of April 2024.

Milton D. Hinnant,
Mayor

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis City Council

City Council Agenda Staff Report

April 22, 2024

To: Mayor and City Council

From: Michael Rattler, Director of Transportation & Environmental Services

Subject: **RESOLUTION** - Set the date for a Public Hearing for Acceptance of Opal Street for City Maintenance and Assessment of Cost Sharing of Street Improvements.

Action Requested by City Council

Motion to approve a Resolution to set the date for a Public Hearing on the acceptance of Opal Street into City Maintenance and related property assessments.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

A petition has been received from affected property owners of the portion of Opal Street that is currently privately maintained. The petition is within the requirements of the City's Street Acceptance Policy to be reviewed. Please see the attachments related to this agenda item.

Opal Street exists between Bernard Avenue and Concord Lake Road. It is located near the major intersection of Little Texas Road and Dale Earnhardt Boulevard and is parallel to Dale Earnhardt. The acceptance and upgrade of Opal Street affects 6 property owners. There is a community-oriented component as the majority of the property is owned and used by Bethel Baptist Church.

To summarize the improvements, the project includes ribbon pavement installation with a combination of full depth reclamation and resurfacing. The existing manholes and meter and valve boxes would be reset to the new elevation. The width of asphalt would be 18 ft. (2 lanes). Slightly more than 800 feet in length. There is no addition of curbing. The project scope would include an attempt to leave the curb in place that exists now (that curb is the minimum).

Fiscal Implications

The estimated cost of upgrades is equal to \$180,000. In accordance with the City's Street Acceptance Policy, 25% percent of the estimated cost of upgrades will be assessed to the property owners with road footage along the portion of Opal Street.

Policy Issues

In accordance with the City's Street Acceptance Policy, 25% percent of the estimated cost of upgrades will be assessed to the property owners with road footage along the portion of Opal Street.

Legal Issues

The process of assessment is a legal proceeding in accordance with the NC General Statutes.

Recommendations and Alternate Courses of Action

Recommendations and Options

1. **Motion to adopt a Resolution to set the date for a Public Hearing on the acceptance of Opal Street into City Maintenance and related property assessments (Recommended)**
2. Take no action.
3. Table the matter to a future meeting.

Attachments

1. Opal St Acceptance Petition for Opal Street - BBCM Board of Directors
2. Opal second part of signed Street Acceptance petition (2) (002)
3. Certificate Sufficiency Petition Opal St
4. Bethel Baptist Board of Directors 6-16-2022
5. Opal Street Powell Bill Map 2024
6. Opal Street Estimate for Upgrades for Acceptance
7. Opal Street Assessment Calculation
8. Opal Street Acceptance to Maintenance Schedule and Upgrades
9. NOTICE OF PRELIMINARY ASSESSMENT RESOLUTION AND HEARING THERON
10. Resolution For Public Hearing for Acceptance of Assessment of Cost Sharing of Opal Street Improvements Apr2024



Petition For Street Improvements

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

Street Description:

Opal Street between Garnet St and Bernard Ave

Petitioners:

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

City of Kannapolis

401 Laureate Way, Kannapolis NC 28081



Petition For Street Improvements

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

Street Description:

Opal Street between Garnet St and Bernard Ave

Petitioners:

Name

Address

Signature

Date

<i>Loretta</i> Luther Robinson Sr.	1219 Opal St.	<i>Luther Robinson Sr.</i>	02/05/24
<i>Christopher Newbit</i>	1217 Opal St.	<i>Christopher Newbit</i>	2/4/24
<i>Long 10 Shivers</i>		<i>2-5-24</i>	

City of Kannapolis

401 Laureate Way, Kannapolis NC 28081

Page ___ of ___

CERTIFICATE AS TO THE SUFFICIENCY OF PETITION FOR ROAD IMPROVEMENT

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF KANNAPOLIS:

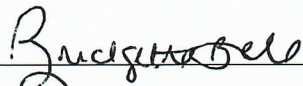
I do hereby certify that the attached petition of property owners for the improvement of Opal Street from Bernard Avenue to Garnett Street was filed with me on 22nd day of April, 2024; that I have investigated the sufficiency of the said petition and that the result of my investigation is as follows:

The total number of owners of the lands abutting upon the street or streets or part of street of streets proposed by the said petition to be improved is eight (8). The number of said owners who signed the petition is six (6), a majority, being seventy-five percent (75%).

The total number of lineal feet of frontage of said lands upon the street or streets or part of street or streets proposed by the said petition to be improved is 1,346.52. The number of the said lineal feet of frontage represented by the property of the said owners who signed the petition is 1,256.52 linear feet being ninety-three percent (93%).

I find that the said petition is in all respects sufficient and in conformity with all the requirements of Chapter 160A, Article 10 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 22nd day of April, 2024.


Bridgette Bell
City Clerk





**Bethel Baptist Church Ministries
Board of Directors
Minutes from meeting on June 16, 2022 (via Zoom)**

Meeting was opened at 6:35pm with prayer by Pastor Johnson.

Minutes from the last meeting February 12, 2022 were read, received and adopted.

Old Business

- Pastor opened up the old business speaking on the Educational Building funding. We have not had the opportunity to meet with Danny Wilson again to solidify the plan. We want to make sure that the monies are put into an irrevocable trust that cannot be changed if something would happen to him. Our attorney, Rod Allison, would communicate with his attorney to work out the legal details of the trust once we meet with him to assure his intentions for it.
- We moved on to the Grant Funded projects that were begun from the grants given to the Bethel Enrichment Center from Cabarrus County and the State of North Carolina. We have encountered some issues with the grants beginning with the fact that the grant monies are reimbursed after the projects are completed with proof of completion. Another element of receiving funds was that anything over \$25,000 was to have at least three proposals for them. This has caused an issue since the first project was over that limit and therefore they will not be reimbursed to the BEC for the monies spent. We are near the end of the second project which the BEC owes \$57,830 to The Graham Group. The BEC does not have the funds to pay that amount. Much discussion around the payment which would have to be in the form of a loan to the BEC from the church. Gerald and the county manager have formulated a plan to recover the funds for the projects through the same grant process but utilizing other forms of reimbursement for salaries for After School and Summer Camp. It was decided to cut a check to the BEC to allow them to complete the project for the Food & Clothing Pantry. We don't know the timeframe for the reimbursements but the funds will be paid back to the church before another project is begun.
- Director Gidney expressed the concern that we lack the control we need over spending and that needs to be addressed in the future. Pastor Johnson reiterated a statement from Director Gidney from earlier in the meeting that we need to be committed to having a meeting each month to stay on top of issues. If we need to change the day or the times let's do that. We also began to talk about the importance of having a solid Board of Directors for the BEC. There was discussion around the BEC and their importance in the community and to the church. Many grants that are available for the BEC are not available for the church so they are an important component of the ministry. We just need to monitor the activities more from a board perspective and have more input to what they are doing.



- Discussion began on how to recruit members for the Board of Directors for the BEC. Suggestion to announce that we are looking for board members and to interview prospective members for those positions was made by Director Gidney and Pastor agreed with that process of recruitment.

New Business

Staffing Additions 2022

- Roderick Mathis and Melvin Robinson have been added to the staff. We are paying both of them the amount we were paying Lance to perform the extra duties he was doing in the Media, \$350 a week, \$175 each. With the amount of work they are doing and the time they spend here we will have to look at what we are paying them in the near future. Pastor and Director Rose complimented them on the quality and dedication to the work they were performing.
- Pastor also stated that we still are in dire need of a Youth Pastor. We had very little involvement for the youth during the pandemic and we need that component to come back for the ministry as soon as we can. He said the salaries of a Youth Pastor may range from \$26,000 to \$60,000. It depends on what we want and what we will require from them. Pastor stated that the position will need to learn other responsibilities to be a full time staff member.
- Director Gidney also brought up a Bookkeeper as a needed position. Discussion was begun as to whether we need a bookkeeper or an accountant. She also asked if there were other positions that we need to identify. If so, we need to assess what we need and we can allow for those positions in the budget. Pastor also mentioned that Ashley has taken on a lot of extra responsibilities since Lance left and asked if we need to re-assess her job description. It was also mentioned that Kenya Borders is doing a lot of the financial responsibilities for the BEC and we need to check with him to see if he would be willing to take on the same type of responsibility for the church. Director Gidney will have that discussion with him as soon as possible.
- Pastor also mentioned the issue within the music ministry. We have no keyboard player, drummer or organist at this time and are hiring someone week to week to rehearse and play with the Praise Team. He is actively involved in recruiting a Minister of Music and a drummer for permanent positions. He had to go over budget to secure someone each week but will come back to the board before hiring someone permanently if we have to pay them more than we were paying. Our drummer, Audi Jones, was let go for a multitude of issues but Pastor is letting the board know that it was not just one thing that prompted the decision.
- Pastor also brought up an increase for Ashley. Director Rose echoed the sentiment for Ashley to receive a raise. Director McCrea mentioned that during the pandemic the office staff kept everything going and if we can afford it that a raise be given. Director Gidney did not have an issue with giving the staff a raise but she wanted to make sure we get the budget solidified for this year first. She also mentioned



again that our roles and responsibilities as board members be defined and that we commit to those roles and to meeting regularly.

- Pastor also mentioned some of the get togethers we did during the month of May that allowed us to meet and fellowship with members. The purpose of it was to see who is still with us and to acclimate new members with existing members.
- Director Rose brought another project to be considered. We had integrated the baptism service into our service during the baptism service in May. The feed was a temporary feed that we have a proposal to make the connection a permanent one that would allow us to feed to and from the BEC depending on the needs of the service that is occurring. The cost of doing this project is around \$4,000. Our next Baptism service is the 5th Sunday in July and the Sound Boards for the sanctuary and the livestream will be arriving in July as well. This would be the opportune time to get all of this done while we have Impact on campus. Hopefully, we will meet in July in time for a decision on this additional project.
- Director Rose brought up that he had been contacted by the city of Kannapolis about a petition to pave Opal Street. We would have to agree to turn it over to the city and in return they would pave and maintain the street. We are the primary landowners for the private portion of the street and we would have to pay 25% of the cost to pave it. All of the landowners would have to pay the 25%. The paving of our portion will cost around \$100,000, so our portion would be around \$25,000. He felt this was in line with estimates he had received for the street when we were receiving them for the additional parking we were considering before the pandemic. The motion was made by him, seconded, and carried that we proceed with the process with the city.

Financial Report

- Director Gidney had some financial reporting prepared but did not have power at her house and could not get to it on her PC.

Assignments

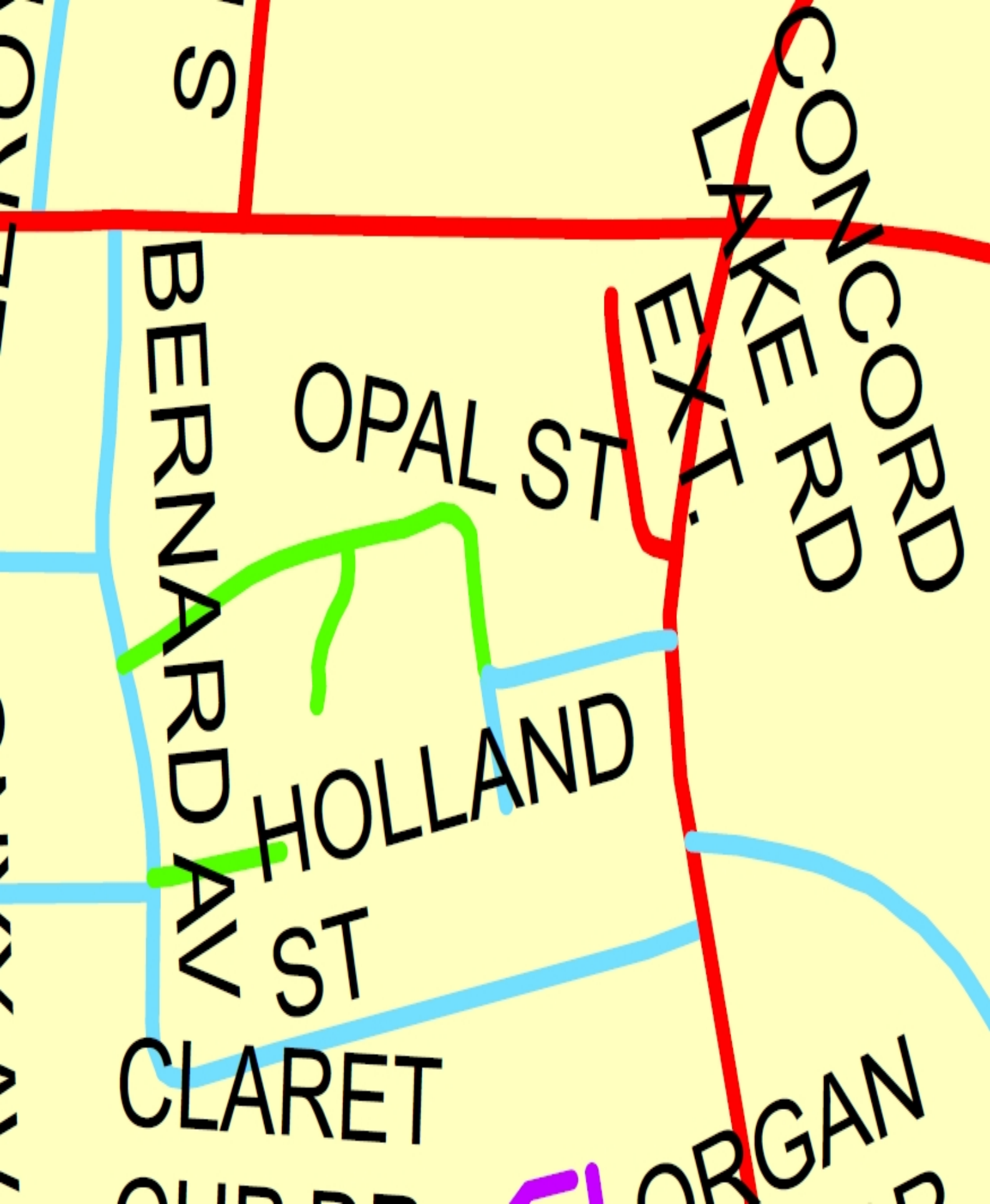
- Pastor will continue to seek a Minister of Music and Drummer for a permanent position.
- Director Gidney will be talking to Kenya Borders about taking on additional accounting responsibilities for the church and begin working on 2022 budget.
- Director Randolph will be getting the final amount of monies needed by the BEC to complete the Pantry Project and communicate with Pastor, Director Gidney and Director Rose that amount.
- Director Rose will follow up with the city manager on next steps on the paving of Opal Street.



We were dismissed with prayer by Pastor Johnson at 8:10pm.

Members present: Pastor Antonio Johnson
Director Edison McCrea
Director LaShanda Gidney
Director Bernard Randolph
Director Donnell Dixon
Director Bruner Rose

Members absent: Director Alicia Broadway



S

CONCORD
LAKE
EXT.

OPAL ST

BERNARD AV

HOLLAND
ST

CLARET

ORGAN

OPAL STREET IMPROVEMENTS (PRIVATE SECTION FROM GARNETT STREET TO BERNARD AVE)**AUGUST 2023**

PROJECT LENGTH 790 LF
PROPOSED WIDTH 18 FT
EXISTING SURFACE MIX OF ASPHALT/GRAVEL

PROJECT SCOPE: PATCH EXISTING ROADWAY, OVERLAY WITH LEVELING COURSE AND THEN 1.5" S9.5B

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
1	MOBILIZATION	1	LS	\$	10,000.00 \$ 10,000.00
2	GRADING-MINIMAL DITCH WORK AND SH	1	LS	\$	25,000.00 \$ 25,000.00
3	GEOTEXTILE FOR SOIL STABILIZATION	100	SY	\$	3.15 \$ 315.00
4	UNDERCURT EXCAVATION	100	CY	\$	73.50 \$ 7,350.00
5	DRIVEWAY TIE-INS	1	LS	\$	10,500.00 \$ 10,500.00
6	PAVEMENT REPAIR	100	TN	\$	262.50 \$ 26,250.00
7	LEVELING COURSE	100	TN	\$	157.50 \$ 15,750.00
8	1.5" S9.5B SURFACE COURSE	150	TN	\$	157.50 \$ 23,625.00
9	ADJUST VALVE/MANHOLES	6	EA	\$	472.50 \$ 2,835.00
10	DRAINAGE ALLOWANCE	1	LS	\$	20,000.00 \$ 20,000.00
11	INCIDENTAL MILLING (0-1.5")	160	SY	\$	10.50 \$ 1,680.00
SUBTOTAL					\$ 143,305.00
10% CONTINGENCY					\$ 14,330.50
TOTAL					\$ 157,635.50
CONSTRUCTION ESTIMATE					\$160,000.00
CONSTRUCTION ADMINISTRATION 10%					\$16,000.00
TOTAL PROJECT					\$176,000.00
BUDGET ESTIMATE NOT BASED ON DESIGN					ESTIMATE \$180,000.00

Opal Street Acceptance

25%

Total Cost: \$ 45,000.00

Cost per LF: \$ 33.42

Engineered Cost estimate to install Asphalt Street: \$ 180,000.00

<u>Lot #</u>	<u>Pin #</u>	<u>Physical Address</u>	<u>Owner</u>	<u>Owner Address</u>	<u>Road footage</u>	<u>Percentage</u>	<u>Immediate Cost</u>
		2540 Dale		Ministries A NC			
1	56232068900000	Earnhardt Blvd Kannapolis 28083	Bethel Baptist Church	Corporation Kannapolis NC 28023	509.37	37.83%	\$ 17,022.88
		1206 Opal St		Ministries A NC			
2	562320746900000	Kannapolis NC 28083	Bethel Baptist Church	Corporation Kannapolis NC 28023	504.65	37.48%	\$ 16,865.14
		1217 Opal St					
3	562320977500000	Kannapolis NC 28083	Nesbit Hazel Lene McCree	1217 Opal St Kannapolis NC 28083	60	4.46%	\$ 2,005.17
		1219 Opal St					
4	562330072800000	Kannapolis NC 28083	Robinson Luther L	1219 Opal St Kannapolis NC 28083	60	4.46%	\$ 2,005.17
		1221 Opal St		C/O Albertelli Law			
5	562330067500000	Kannapolis NC 28083	Shivers Larry D	Partners Charlotte NC 28217	62.5	4.64%	\$ 2,088.72
		1223 Opal St		C/O Albertelli Law			
6	562330058900000	Kannapolis NC 28083	Shivers Larry D	Partners Charlotte NC 28217	60	4.46%	\$ 2,005.17
		1225 Opal St					
7	562330059300000	Kannapolis NC 28083	Stofford Joel	913 Brighton Dr Kannapolis NC 28081	60	4.46%	\$ 2,005.17
8	56233017550000	1606 Concord Lake Rd Kannapolis NC 28023	Turner Jodi D	11001 Tavernay Parkway Charlotte, NC 28262	30	2.23%	\$ 1,002.58
Total:					1346.52	100.00%	\$ 45,000.00

Opal Street Acceptance to Maintenance Schedule and Upgrades

Opal Street exists between Bernard Avenue and Concord lake Road. It is located near the major intersection of Little Texas Road and Dale Earnhardt Boulevard and is parallel to Dale Earnhardt. The acceptance and upgrade of Opal Street affect 6 properties. There is a community enrichment component as the majority of the property is owned and used by Bethel Baptist Church.

To summarize the improvements, the project includes ribbon pavement installation with a combination of full depth reclamation and resurfacing. The existing manholes and meter and valve boxes will be reset to the new elevation. Width of asphalt will be 18 ft. (2 lanes). 900 feet in length. No addition of curbing we will attempt to leave the curb in place that exists now(that curb is minimum) .

The Water and Sewer upgrades are not part of this assessment process.



KANNAPOLIS CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE OF PRELIMINARY ASSESSMENT RESOLUTION AND HEARING THEREON

The public will take notice that a Preliminary Assessment Resolution pertaining to the proposed street improvement project on Opal Street between Bernard Avenue and Garnett Street, as requested in a petition submitted by the owners of abutting properties, which was adopted by the Kannapolis City Council on the 22nd day of April, 2024 for the paving of Opal Street as described herein.

The project includes ribbon pavement installation with a combination of full depth reclamation and resurfacing. The existing manholes and meter and valve boxes will be reset to the new elevation. Width of asphalt will be 18 ft. (2 lanes). Approximately 900 feet in length. No addition of curbing will be added. The water and sewer upgrades are not part of this assessment process.

The City Council will hold a public hearing at 6:00 pm at City Hall, 401 Laureate Way, Kannapolis, North Carolina on the 20th day of May 2024, for the purpose of hearing all interested persons who appear with respect to any matter covered by the Preliminary Assessment Resolution.

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

ADVERTISING INSTRUCTIONS:

To be published as on **Friday, April 26, AS LEGAL AD**

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

Bridgette Bell, City Clerk

(704) 920-4303

bbell@kannapolisnc.gov

PRELIMINARY ASSESSMENT

RESOLUTION

WHEREAS, the property owners on Opal Street lying between Bernard Avenue and Garnett Street filed with the City Clerk a petition for improving said street as described below.

WHEREAS, the City Clerk has certified to this Council that said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon Opal street or portion thereof.

NOW, THEREFORE, BE IT RESOLVED by the Kannapolis City Council as follows:

1. That the above-mentioned petition is found to be sufficient in all respects.
2. That it is intended that Opal Street lying between Bernard Avenue and Garnett Street be improved in the following manner:

The project includes ribbon pavement installation with a combination of full depth reclamation and resurfacing. The existing manholes and meter and valve boxes will be reset to the new elevation. Width of asphalt will be 18 ft. (2 lanes). Approximately 900 feet in length. No addition of curbing will be added. The water and sewer upgrades are not part of this assessment process.

3. That fifty percent (50%) of the total cost of said improvement, exclusive of so much of the total cost as is incurred in improving street intersections, be hereafter assessed upon the property receiving the improvements according to the assessment basis set out in the petition.
4. That the assessments herein provided for shall be payable in cash or if any property owner shall so elect, such owner shall have the option of paying the assessment in ten (10) equal annual installments, said installments to bear interest at the rate of five percent (5%) per annum.
5. That a public hearing on all matters covered by this Resolution shall be held on the 20th day of May 2024, at City Hall, 401 Laureate Way, Kannapolis, North Carolina at 6:00 pm or as soon thereafter as the matter may be heard.

Adopted this 22nd day of April, 2024.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk