



**CITY COUNCIL
BUSINESS MEETING
REVISED AGENDA
ACTION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS NC
JULY 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. Community Organization Spotlight: Cabarrus Arts Council (Liz Fitzgerald, Executive Director)
- B. City Department Spotlight: Police Department (Terry Spry, Chief of Police)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

- A. National Night Out (Darrell Hinnant, Mayor)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **NCRR LICENSE AGREEMENT** - Kannapolis Train Station Platform (**APPROVED UNANIMOUS**) (Wilmer Melton, Assistant City Manager)
- B. **TEMPORARY EASEMENT** - Martin Luther King Jr Blvd Bridge Project (**APPROVED UNANIMOUS**) (Wilmer Melton, Assistant City Manager)
- C. **RESOLUTION** - Grant Application for Lead Service Line Inventory (**APPROVED UNANIMOUS**) (Alex Anderson, Director of Water Resources, Wilmer Melton, Assistant City Manager)
- D. **ADMINISTRATIVE UPDATES - FY24-25 City Wide Fee Schedule (APPROVED UNANIMOUS) WITH AMENDMENTS TO ID BADGE** (Kristin Jones, Assistant to the City Manager)
- E. **MINUTES** - July 08, 2024 (**APPROVED UNANIMOUS**) (Bridgette Bell, City Clerk)
- F. **CLOSED SESSION** - July 08, 2024 Minutes (**APPROVED UNANIMOUS**) (Bridgette

Bell, City Clerk)

- G. **AMENDMENTS** - FY 25 Rowan-Cabarrus YMCA and City of Kannapolis Agreement **(APPROVED UNANIMOUS)** (Tina Cline, Assistant City Manager)

BUSINESS AGENDA

- A. **PUBLIC HEARING:** Voluntary Annexation (A-2024-01) of approximately 0.516 +/- acres of non-contiguous property located at 2105 Fowler St. and consider a motion to extend the Corporate Limits of the City of Kannapolis. **(APPROVED UNANIMOUS)** (Richard Smith, Planning Director)
- B. **PUBLIC HEARING AND RESOLUTION** - Authorizing the Sale of City owned property at 6106 Old Macedonia Ct **(APPROVED UNANIMOUS)** (Irene Wong, Economic & Community Development Director)
- C. **TRAFFIC CONTROL SCHEDULE** - Amendments to Schedule 6(a) No Parking Anytime, Schedule 6(b) No Parking 7AM–4PM, Schedule 8 Speed Limit, Schedule 10(a) Passenger Loading Zone, Schedule 10(b) Commercial Loading Zone **(APPROVED UNANIMOUS)** (Michael Rattler, Director of Transportation & Environmental Services)
- D. **RESOLUTION** - Kroger Opioid Settlement **(APPROVED UNANIMOUS)** (Mike Legg, City Manager)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

MOTION TO ADJOURN

ADA Notice and Hearing Impaired Provisions

In accordance with requirements of Title II of the Americans w/ Disabilities Act of 1990 ("ADA"), if you require auxiliary aid/service for communication, or a modification of policies/procedures to participate in a program, service/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 48 hours before.



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Liz Fitzgerald, Executive Director
Subject: Community Organization Spotlight: Cabarrus Arts Council

Action Requested by City Council

Presentation Only

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Liz Fitzgerald, Executive Director of the Cabarrus Arts Council will give an update on activities at the Cabarrus Arts Council.

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

None



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Terry Spry, Chief of Police
Subject: City Department Spotlight: Police Department

Action Requested by City Council

Presentation Only. No Action Requested

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Chief Terry Spry will give an update on activities in the Police Department.

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 NIGHT OUT”
August 6, 2024

WHEREAS, National Night Out is an annual community-building campaign that promotes true sense of community and provides a great opportunity to bring police and neighbors together under positive circumstances, and

WHEREAS, the goal of National Night Out is to have police-community partnerships and neighborhood camaraderie to make our neighborhoods safe and caring places to live, and

WHEREAS, the City of Kannapolis invites everyone, especially neighborhood associations, community groups and homeowner associations to join the Kannapolis Police Department, from 5:00 – 7:00 PM on Tuesday, August 6, 2024, at Veterans Park to celebrate National Night Out. We will celebrate with food, children's games, entertainment and much more, and

WHEREAS, police-community partnerships, neighborhood safety awareness and cooperation are important themes of the “National Night Out” program.

NOW THEREFORE, I, MILTON D. HINNANT, Mayor of the City of Kannapolis do hereby proclaim Tuesday, August 6 as “National Night Out” in the City of Kannapolis, North Carolina.

FURTHER, LET IT BE RESOLVED THAT, I, MILTON D. HINNANT, Mayor of the City of Kannapolis, along with the Kannapolis City Council, do hereby call upon all citizens to join the Kannapolis Police Department in supporting National Night Out on August 6, 2024.



IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis be affixed this 22nd day of July 22, 2024.

Milton D. Hinnant



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager
Subject: **NCRR LICENSE AGREEMENT - Kannapolis Train Station Platform (APPROVED UNANIMOUS)**

Action Requested by City Council

Motion to approve the Supplemental Agreement between North Carolina Railroad (Company), Norfolk Southern Railway Company (NSR) and City of Kannapolis (Licensee) and authorize the City Manager to execute.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City entered into an agreement in June 2004 with North Carolina Railroad Company and Norfolk Southern Railway Company which granted the City the right to construct, occupy, and maintain the Kannapolis Train Station. This supplemental agreement extends the agreement's expiration from June 2024 to June 2029, subject to the terms and conditions of the original agreement.

Fiscal Implications

The City, as the Licensee, is responsible for payment of \$500 one-time administrative fee to the North Carolina Railroad Company. The administrative fee will be paid from the General Fund.

Policy Issues

City Council authorization is required for the City Manager to execute the supplemental agreement.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve the Supplemental Agreement between North Carolina Railroad (Company), Norfolk Southern Railway Company (NSR), City of Kannapolis (Licensee) (Recommended)**
2. Take no action
3. Table to a future meeting

Attachments

1. o_m-349+0580(06092004) 2004 Agreement
2. o_m-349.0580 City of Kannapolis First Supplemental

Railroad Use Only
NS Activity No. 1050890
NCRR File No. o_m-349+0580
AC: t0000508

NORTH CAROLINA

COUNTY OF CABARRUS

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of June, 2004, by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation, hereinafter styled Company; and CITY OF KANNAPOLIS, a government entity, hereinafter styled Licensee; and NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter styled "NSR";

WITNESSETH:

THAT the PARTIES HERETO, for and in consideration of the covenants hereinafter made, agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enables it so to do, and without warranty and subject to all encumbrances, covenants and easements to which Company's title may be subject, hereby grants unto Licensee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The nonexclusive right to use and occupy, for the purpose or purposes hereinafter described, that certain real property of the Company, located at Milepost m-349 plus 580 feet and consisting of 90,800 square feet, more or less, said real property being more particularly described on Exhibit A, dated August 26, 2002, attached hereto and incorporated herein by this reference (hereinafter "Land"), together with the right to construct thereon and thereafter use, occupy, maintain, and repair passenger station, passenger platform, canopy, ingress and egress, public parking, and landscaping (hereinafter "Improvements"), said Improvements to be constructed at Licensee's expense, in such a manner as will not interfere with the operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on Exhibit A, attached hereto and incorporated herein by this reference and any other specifications prescribed by Company, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. The Land and Improvements are herein collectively referred to as the "Premises." During the term of this Agreement, the Improvements constructed by Licensee shall not become a fixture(s) upon the realty, but shall remain the property of Licensee.

Company reserves unto itself, and its permittees, the permanent right to maintain, operate, renew, or reconstruct upon, under, or over the Premises, any existing or future pipe, electric transmission, telephone, telegraph, signal lines, trackage, or any other facilities. Licensee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users

KSH

thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

The term of this agreement shall be twenty (20) years beginning on June 9th, 2004.

ARTICLE 2. Licensee will use the Premises for the purpose of a passenger station, passenger platform, canopy, ingress and egress, public parking, public museum space, public service operations, offices, landscaping and related issues. Licensee shall be permitted to sublet the building for reasonable uses not disruptive to operations performed by Company but shall obtain prior written consent of Company to sublet the land upon which the building is constructed. This license is a personal privilege to Licensee and shall not be assigned without the written consent of Company.

ARTICLE 3. Licensee will pay unto NSR an administrative and handling fee of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), and an annual fee to Company of TWO THOUSAND ONE HUNDRED AND FORTY AND NO/100 DOLLARS (\$2,140.00), payable annually in advance, beginning as of the 9th day of June, 2004, which is the effective date hereof. The amount of such annual fee shall increase each year by three percent (3%) on the anniversary date of the effective date of this License Agreement, unless Licensor and Licensee agree to a greater amount or this License Agreement is terminated by either party. If Licensee shall default in the payment of rental or other sums due hereunder for a period of thirty (30) days after the same shall be due, a late payment charge in the amount of one percent (1%) of such rent or other sum due for each month or portion thereof that the same shall remain unpaid, or \$25.00 per month, whichever is greater, shall be charged to Licensee. Licensee will pay such late payment charge together with the rental and other sums due hereunder. If Company cancels or terminates this agreement for any reason except default of Licensee, Company shall refund to Licensee its pro rata portion of rent paid for the unexpired period, but if Company cancels or terminates because of default of Licensee, then Company may retain the rent paid for the unexpired period as damages.

ARTICLE 4. Licensee will pay to Company within thirty (30) days of invoice therefor amounts sufficient to cover all taxes, license fees, or other charges assessed or levied upon the Premises or because of the property of Licensee or the business conducted by Licensee upon the Premises. Licensee will also pay to Company within thirty (30) days of invoice therefor amounts sufficient to cover all assessments or charges made against the Premises or against Company as owner of the Premises for street or sidewalk paving or other public improvements. At the option of Company, Licensee shall pay Company for such taxes, license fees, charges and assessments either in lump sums or in annual installments upon demand by Company.

ARTICLE 5. Licensee will not materially change, alter or modify the Premises, including any change in grade, and specifically shall not construct or install upon the Premises any buildings, structures, or improvements, unless specifically permitted hereby or by written consent of Company. Licensee will not make any alterations in, additions to, or improvements to the Premises or any improvements thereon, or the appurtenances thereto, of any kind whatsoever, without the written consent of Company being first obtained. Company shall have no obligation to furnish to Licensee any water, heat, light, or other public utilities for use by Licensee in Licensee's occupation and use of the Premises and any improvements thereon. Any alterations of or additions to the Premises and any improvements thereon to supply such utilities which may be made by Licensee with the consent of Company shall be of character and design approved by Company and shall be installed and maintained at the expense of Licensee and in accordance with the requirements of Company as to proper installation and construction, Licensee agreeing to pay all expenses and charges for such utilities and to install separate meters necessary in connection therewith. Any alterations of or additions to the electric light or power wires or fixtures upon the Premises and any improvements thereon which may be made by Licensee with the consent of Company shall be made in

strict accord with the requirements of the National Electrical Code and at the expense of Licensee. Licensee, while in possession hereunder, shall comply, and cause its agents, employees, contractors and invitees to comply, with all such reasonable rules and regulations as may be prescribed by Company looking to the prevention of fire and compliance with insurance contracts and policies.

ARTICLE 6. Licensee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority for its use and occupancy of the Premises and any improvements thereon. In its construction, maintenance, operation, use and occupancy of the Premises and any improvements thereon, to the extent such activity is permitted hereunder, Licensee will comply with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, rules, regulations, and ordinances, and, will at its own expense make all corrections, repairs, or additions to the Premises or the improvements thereon which are necessary to ensure compliance with such laws, rules, regulations, and ordinances.

ARTICLE 7. Licensee will construct and maintain the Improvements, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) the plans and specifications attached hereto and any other specifications prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications of the National Electrical Safety Code when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. All Improvements shall be kept in good repair and presentable condition, and shall not be modified, relocated or otherwise altered except with the written consent of Company. Licensee will be responsible for all snow and ice removal and will keep the Premises in safe, clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter, and prevent the posting of advertising bills or signs upon the Premises, except for any signs expressly approved herein.

The current contemplated construction has been reviewed and approved by the Company.

ARTICLE 8. Licensee shall pay within thirty (30) days after notice, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Licensee or its agents in the construction, repair, maintenance, or removal of any buildings or structures located upon the Premises, whether the buildings or structures shall, under the terms of this agreement, be the property of Company or Licensee, and Licensee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever. Such indemnity shall survive the expiration or termination of this Agreement.

ARTICLE 9.

(a) Prior to entry on the Premises and/or commencement of use, occupancy, construction, maintenance or repair of any improvements thereon, to the extent such activities are permitted hereunder, Licensee shall procure and thereafter maintain a policy of general liability insurance, containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 each occurrence. Said policy(ies) shall name Company as an additional insured.

(b) Prior to entry on the Premises and/or commencement of use, occupancy, construction, maintenance or repair of any improvements thereon, to the extent such activities are permitted hereunder, Licensee shall procure and thereafter maintain a Railroad Protective Liability Insurance Policy with Company as the named insured having a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

KSH

(c) The insurance required herein shall be of such form and content as may be acceptable to Company. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to and approved by Company, prior to entry on the Premises and/or commencement of use, occupancy, construction, maintenance or repair of any improvements thereon, to the extent such activities are permitted hereunder. The insurance required herein shall not limit the liability assumed by the Licensee under this Agreement.

ARTICLE 10. As used herein, "Hazardous Materials" shall mean any chemical substances, asbestos or asbestos-containing materials, formaldehyde, polychlorinated biphenyls, petroleum or petroleum products or any toxic, carcinogenic, radioactive, dangerous or hazardous material, substance, waste, contaminant, or pollutant regulated now or hereafter by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree. Licensee shall not cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises by Licensee or Licensee's agents, licensees, assignees, tenants, subtenants, officers, directors, members, partners, principals, employees, servants, contractors, subcontractors, invitees, guests or others subject to Licensee's supervision, direction or control. Licensee agrees to give Company prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises. Licensee agrees to promptly clean up any Hazardous Materials which are placed, stored, dumped, disposed, released, discharged, used, sold, transported or located on or within any portion of the Premises by Licensee, or Licensee's agents, licensees, assignees, tenants, subtenants, officers, directors, members, partners, principals, employees, servants, contractors, subcontractors, invitees, guests or others subject to Licensee's supervision, direction or control, and to remediate and remove any such contamination relating to the Premises, at its cost and expense, in compliance with all applicable laws, ordinances, rules or regulations then in effect, at no cost or expense to Company. Licensee agrees to defend, indemnify and hold Company harmless from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, costs of any clean-up or remediation, administrative orders, consent agreements and orders, liabilities, fines, penalties, costs, attorney's fees, consultant's fees and expenses proximately caused in whole or in part by the existence on or about the Premises of Hazardous Materials if and to the extent such Hazardous Materials are placed, stored, dumped, disposed, released, discharged, used, sold, transported or located on or within any portion of the Premises by Licensee or Licensee's agents, licensees, assignees, tenants, subtenants, officers, directors, members, partners, principals, employees, servants, contractors, subcontractors, invitees, guests or others subject to Licensee's supervision, direction or control. The obligations of Licensee in this Article 10 shall survive the expiration or earlier termination of this License Agreement and shall apply regardless of acquiescence or negligence or allegations thereof on the part of either party.

Licensee understands that Company makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against Company relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).

ARTICLE 11. The liability of the parties to this agreement, as between themselves, for death, personal injury, and property loss and damage which occurs on or about the Premises during the term of this agreement or which otherwise occurs by reason of, or arises out of, or is incidental to, the use or occupancy by Licensee of the Premises covered by this agreement, shall be determined in accordance with the following provisions regardless of considerations of fault or negligence:

KST

(a) Licensee shall be solely responsible for, and shall bear all liability, claims, loss, damage, expense (including attorney's fees) or costs for loss of or damage to property and/or personal injury (including death) resulting from fire;

(b) Licensee shall be solely responsible for, and shall bear all liability, claims, loss, damage, expense (including attorney's fees) or costs for loss of or damage to property and/or personal injury (including death) which occurs on or about the Premises during the term of this agreement or which otherwise occurs by reason of, or arises out of, or is incidental to, the use or occupancy by Licensee of the Premises, unless such loss, damage or injury shall be caused solely by the negligence of Company.

(c) Licensee hereby agrees to indemnify and save harmless Company, its officers, agents and employees, from and against any and all liability, claims, loss, damage, expense (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever assumed and undertaken by Licensee in this Article 11. This indemnity shall survive any expiration or termination of this Agreement.

(d) Knowledge on the part of Company of a continuing violation of the terms of this agreement by Licensee shall constitute neither an omission nor acquiescence on the part of Company, and shall in no event relieve Licensee of any of the responsibilities imposed upon Licensee hereunder.

ARTICLE 12.

(a) In connection with the use of the Premises covered by this agreement, Licensee agrees to observe and be bound by the rules of the Company with respect to standard clearances for all railroad tracks located on or adjacent to the Premises covered by this agreement; that is to say, the Licensee agrees to maintain and preserve an overhead space of 23 feet measured perpendicularly from the top of the rail (except that overhead clearance where wire lines extend over said track shall be such as may be prescribed by the Company) and a space of 18 feet in width, measured 9 feet on each side from the centerline of said track; provided, however, that the side clearance of 9 feet must be increased one and one-half (1-1/2) inches for every degree of curvature, which space shall be kept clear of any obstruction whatever, including but not limited to, all structures, facilities, or property of the Licensee which are or may be placed or erected above or parallel to said track.

(b) Notwithstanding anything contained in this agreement, and irrespective of any joint or concurring negligence of Company, Licensee shall assume sole responsibility for and shall indemnify, save harmless, and defend Company, its officers, agents and employees, from and against all claims, actions, or legal proceedings arising, in whole or in part, from the failure of Licensee to comply with any clearance requirements set forth in this agreement. In this connection, it is specifically understood that knowledge on the part of Company of a violation of any such clearance requirements, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Licensee of its obligations to indemnify Company for losses and claims resulting from any such violation.

ARTICLE 13. In the event that the whole or any part of the Premises occupied by Licensee hereunder shall be taken for any purpose under the power of eminent domain, Licensee, except as hereafter provided, shall not be entitled to share in any award resulting from any such taking, nor shall Licensee have any claim against the Company for any expense which may be incurred by Licensee as a result of such taking or as a result of termination of this agreement by reason of such taking, as hereinafter provided. Notwithstanding the foregoing, Licensee shall be entitled to seek compensation from the condemning authority for the value of the improvements of Licensee located on the Premises; it being understood by Licensee, however, that Licensee shall not be entitled to share with the Licensee in any portion of an award related to the value of Licensee's license interest in the area condemned. In the event

KSH

that the taking shall be of the whole of the property herein occupied by Licensee or of such part as shall render the Premises untenable for the uses at such time made of the Premises by the Licensee, then this agreement and all rights and interests acquired hereunder shall terminate as of the date of the vesting of title to the property in the condemning authority, and in no event shall Licensee have any claim for the value of any unexpired period of this agreement, provided, however, that, subject to any claims of Company under other provisions of this agreement, Company will refund to Licensee its pro rata portion of rent paid for the unexpired term, as provided in Article 3 hereof.

ARTICLE 14. This agreement shall continue in effect from the date hereinabove set forth until Licensee's rights hereunder are terminated by either party upon one (1) year written notice for the area encompassed by the building and a sixty (60) day written notice for the remaining property to the other party, except that if Licensee shall default in the payment of rentals, or violate any other covenants herein, Company may terminate Licensee's rights under this agreement by 10 days' written notice to Licensee of election so to do; service of such notice to be made either (a) by delivering a copy of the notice to Licensee, or (b) by mailing the same to or leaving it at the last known address of Licensee and posting in any conspicuous place upon the Premises. Any indemnities contained in this Agreement shall survive the expiration or termination of this Agreement.

Neither this Agreement nor the Consent may be assigned in whole or in part by Licensee, and Licensee shall not enter into any sublicense or sublease of the Premises.

ARTICLE 15.

(a) Within five days of giving or receiving notice of termination of Licensee's rights under this agreement, Licensee shall furnish Company with a written certification that the Premises have not been contaminated by Licensee's operations, or if a condition of contamination exists or is believed to exist on any part of the Premises, Licensee shall give written notice of that fact to Company, and Licensee shall promptly eliminate said condition.

(b) Upon the expiration or termination of Licensee's rights under this agreement, for whatever cause, Licensee will vacate the Premises immediately, remove all personal property and improvements owned by or placed thereon by Licensee, and leave the Premises, including the subsurface, in as good order and condition as the Premises may have been prior to the use and occupation thereof by Licensee and free from holes, obstructions, debris, wastes, or contamination of any kind.

(c) If Licensee fails to restore the Premises as provided herein prior to the date that Licensee is required to vacate such Premises, then Company may, at its option elect: (a) to become the owner of all personal property and improvements which Licensee has failed to remove without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) at the sole cost and expense of Licensee, to remove or to arrange for the removal of all such property, improvements, obstructions, debris, waste, and contamination, and to restore or to arrange for the restoration of both the surface and the subsurface of the Premises to as good order and condition as the Premises may have been prior to the use and occupation thereof by Licensee. Promptly upon bill rendered by Company, Licensee shall pay to Company the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

ARTICLE 16. If Licensee fails to vacate the Premises prior to the date that Licensee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of the Premises, oust Licensee and all persons holding under Licensee, and restore or arrange to restore the surface and subsurface of the Premises, as described in Article 18 above. Company may

also, after reasonable notice to Licensee, take possession of any property and improvements, including structures, if any, left on the Premises by Licensee and dispose of the same by sale or otherwise for the purpose of applying the proceeds against unpaid rental or to other payments due under the terms of this agreement, or for other purposes as hereinafter mentioned. If, in Company's judgment, any property or improvements so left on the Premises by Licensee is contaminated, has no value, or cannot be conveniently sold, Company may dispose of the same without notice to Licensee in such manner as Company may determine to relieve itself of the burden of caring for such property and improvements, without accountability to Licensee.

ARTICLE 17. In addition to any other rights of entry reserved herein, Company reserves unto itself and its permittees the right to enter upon the Premises at any time for operation, maintenance, reconstruction, repair, or relocation of any building, trackage, or other structures located on the Premises; for inspection of the Premises; for taking whatever corrective actions the Company deems necessary to eliminate any violation of Articles 10, 15, and 16 if, in the Company's judgment, the steps taken by Licensee are inadequate or not timely; and for any other lawful purpose.

ARTICLE 18. It is agreed between the parties that the applicable statute of limitations shall be tolled and shall not begin to run against Company in connection with any controversy or dispute arising under the provisions of Articles 10, 15, 16, and 17 hereof until Company has received actual written notice of noncompliance with the aforementioned articles.

ARTICLE 19. Licensee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Company in connection with enforcing the performance of any of the provisions of this agreement.

ARTICLE 20. If any provision of this agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law.

ARTICLE 21. Licensee hereby agrees that the indemnities it undertakes in favor of Company, its officers, agents and employees, in this agreement will also apply in favor of the corporate affiliates of Company and to their respective officers, agents and employees as fully as if they were specified as indemnitees herein.

ARTICLE 22. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Company or Licensee, as the case may be, at the address set forth below.

Company:

North Carolina Railroad Company
2809 Highwoods Blvd.
Suite 100
Raleigh, North Carolina 27604

Licensee:

City of Kannapolis
246 Oak Avenue
P.O. Box 1199
Kannapolis, NC 28082-1199

ARTICLE 23. Any consent of the Company requested or required pursuant to this agreement may be given, withheld, conditioned or delayed, in the sole and unfettered discretion of the Company.

ARTICLE 24. No waiver by either party of any one breach of covenant or default by the other party shall be construed as a waiver of any other or subsequent breach or default on the part of the other party.

KSA

Also, no declaration of expiration or termination of this agreement shall be construed to release the other party from any covenant or obligation as to which the other party may be in default at the date of such expiration or termination.

ARTICLE 25. The terms set forth in the attached **Exhibit B**, consisting of two pages and titled "Agreement and Consent of Norfolk Southern Railway Company," are incorporated into this Agreement as if set forth verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate, each part being an original, as of the date hereinabove first recited.

COMPANY:

NORTH CAROLINA RAILROAD COMPANY

By: J. L. Skip Browder

Title: _____

J. L. Skip Browder
Property Manager

LICENSEE:

CITY OF KANNAPOLIS

By: _____

Title: _____

City Manager
Michael G. Mahaney

NSR:

NORFOLK SOUTHERN RAILWAY COMPANY

By: S. B. Poterrell

Title: _____

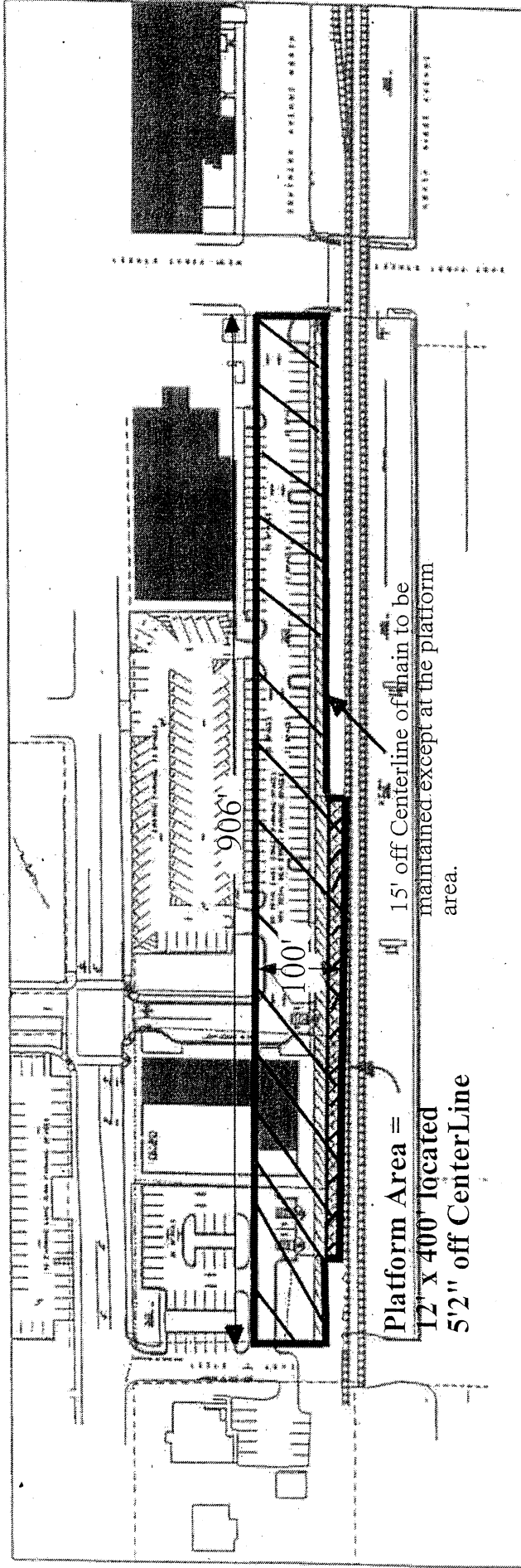
Real Estate Manager

EXHIBIT A -- August 26, 2002

Milepost m-349 plus 580 feet
Kannapolis, Cabarrus County, North Carolina

 = Area Licensed by the North Carolina Railroad Company to City of Kannapolis (90,800 sqft)

Site (*)
Vicinity Map 1" = 2000'



PROPOSED SITE PLAN - PHASE II & III
0' 20' 40' 80'

GOMES + STAUB ARCHITECTS 1100 CAPITAL BOULEVARD RALEIGH NORTH CAROLINA 27603 TELEPHONE 919.856.8817 FACSIMILE 919.856.1745 EMAIL OFFICE@GOMESSTAUB.COM

KANNAPOLIS, NC: TRAIN STATION
CONCEPTUAL PLANNING
24 APRIL 2001



Parcel No. 2 & 3

EXHIBIT B

AGREEMENT AND CONSENT OF NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Company, Licensee, and NSR desire to enter into the attached Agreement regarding the property described therein (the "Premises").

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSR, Company, and Licensee agree as follows:

1. NSR gives its consent to the Agreement pursuant to the terms and conditions of this Consent. All of the terms of this Consent are hereby incorporated by reference into the Agreement. The term "NSR" as used in this Agreement and Consent and as used in the Agreement shall include NSR's officers, agents and employees, and any parent company, subsidiary or affiliate of NSR and their officers, agents and employees.
2. The parties agree and understand that any right or claim of Company held in or by virtue of the Agreement shall also inure to the benefit of, and be enforceable by NSR or by any successor or assignee of Company or NSR, and NSR shall not be responsible for any obligations, duties or indemnities of Company to Licensee under the Agreement. NSR reserves any pre-existing rights, claims and defenses against Company and Licensee and said rights, claims and defenses shall not be waived or limited in any way by the Agreement.
3. Licensee understands that NSR makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against NSR relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).
4. Without the written consent of NSR, (i) neither the Agreement nor this Consent may be assigned in whole or in part by Company or Licensee; (ii) Licensee shall not enter into any sublicense or sublease of the Premises; and (iii) the Agreement shall not be amended by Company or Licensee. No consent by NSR to any sublease, sublicense, assignment, or amendment of the Agreement shall be construed to be consent to any further sublease, sublicense, assignment, or amendment of the Agreement.
5. In consideration of the rights granted by NSR to Licensee by this Consent, Licensee agrees to indemnify and hold NSR harmless to the same extent as Company is indemnified and held harmless pursuant to the Agreement. In addition, without limiting the indemnities provided in the Agreement, Licensee specifically shall indemnify and hold harmless NSR from and against any and all attorney's fees, costs, expenses, liabilities, injuries, claims (including third party claims and any claims under any environmental laws and regulations such as CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Control Act) and damages arising from or related to (1) the Agreement; (2) any acts or omissions by Licensee at or near the Premises, (3) Licensee's violations of environmental laws and regulations, and (4) environmental contamination caused by Licensee. For purposes of this paragraph, the term Licensee shall mean its officers, employees, agents, contractors, guests or invitees.

KSP

6. NSR must be given at least thirty (30) days notice prior to the anticipated placement of any equipment, structure, facility, fixture, or other improvement on the Premises other than those permitted by the Agreement and approval of NSR must be given before such placement is undertaken.
7. Company and NSR agree that, by entering into this Consent, (i) NSR is not making any admission regarding any matter between NSR and Company; (ii) Company is not making any admission regarding any matter between NSR and Company; (iii) NSR is not waiving any claim or defense against Company or any affiliate of Company; (iv) Company is not waiving any claim or defense against NSR; (v) NSR does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may become involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company; and (vi) Company does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may be involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company.
8. Licensee acknowledges that NSR has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property.
9. (a) Prior to entry onto the Premises, Licensee shall procure a policy of general liability insurance containing products and completed operations and contractual liability coverage with a combined single limit of not less than \$1,000,000 for each occurrence. Said policy shall name "NSR" as an additional insured.

(b) Licensee or its contractor also shall procure and maintain a Railroad Protective Liability Insurance Policy with NSR as the named insured and having a combined single limit of \$2,000,000, each occurrence, and \$6,000,000 in the aggregate.

(c) The insurance required herein shall be of such form and content as may be acceptable to NSR. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to NSR at NSR Risk Manager, Three Commercial Place, Norfolk, VA 23510-2791 (or such other current address provided to Licensee) and approved by NSR prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Consent or the Agreement.

Railroad Use Only
NS Activity No. 1322900
NCRR File No.: o_m-349.0580
AC: t0000508

First Supplemental Document to License Agreement

This First Supplemental Document (“First Supplemental”) to License Agreement (“Agreement”) is made and entered into this 9th day of June 2024, by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation (“Company”) and CITY OF KANNAPOLIS, a government entity (“Licensee”) and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (“NSR”). Norfolk Southern Railway Company, the Operating Railroad, consents to this First Supplemental as seen on the signature page.

WITNESSETH:

WHEREAS, Company, Licensee and NSR entered into that certain Agreement dated June 9, 2004, concerning certain real property located in Kannapolis, North Carolina; and

WHEREAS, the parties desire to modify the Agreement to reflect the changes as listed below and to ratify and reaffirm the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of Company, Licensee and NSR, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company, Licensee and NSR hereby contract and each agrees with the other as follows:

1. The term of this agreement shall be extended five (5) years beginning June 9, 2024 and will expire June 9, 2029.
2. Licensee will pay to Company a one-time administrative fee of FIVE HUNDRED DOLLARS (\$500.00) payable in advance, as of the effective date of this First Supplemental.
3. Licensee hereby acknowledges that it has read and agreed to all terms and conditions of the Agreement and agrees to be bound by those terms and conditions to the Agreement.
4. Except as amended herein, Company, Licensee and NSR acknowledge and agree that all other terms, conditions and provisions of the Agreement not otherwise inconsistent herewith are hereby ratified and reaffirmed and remain in full force and effect. Unless otherwise herein amended, all defined terms from this First Supplemental used herein shall have the same meanings as used in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document all as of the day and year first above written.

NORTH CAROLINA RAILROAD COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

CITY OF KANNAPOLIS

By: _____

Printed Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

Operating Railroad:

Name : Norfolk Southern Corporation, Subsidiaries and Affiliates
Address: Attn. Risk Management
650 West Peachtree Street NW - Box 46
Atlanta, GA 30308



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager
Subject: **TEMPORARY EASEMENT - Martin Luther King Jr Blvd Bridge Project (APPROVED UNANIMOUS)**

Action Requested by City Council

Motion authorizing the City Manager to execute the Temporary Easement in conjunction with the Martin Luther King Jr Avenue Bridge Replacement Project

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The North Carolina Department of Transportation needs to acquire approximately .056 acres of temporary construction easement to facilitate the construction of the B-5372 Martin Luther King Jr. Avenue bridge replacement project as described in Deed Book 15465, page 145, Cabarrus County Registry that includes approximately 2.78 acres of which .056 acres is being acquired for temporary construction easement.

The Total Contingent Offer includes payment for the improvements and appurtenances described as various trees.

Staff has evaluated the request for temporary construction easement and determined the offer of \$5,325.00 is fair compensation for the temporary construction easement being acquired.

Fiscal Implications

The NCDOT will be compensating the City of Kannapolis for the impacted property associated with the B-5372 Martin Luther King Jr. Avenue bridge replacement project in the amount \$5,325.00.

Policy Issues

City Council approval is required for temporary easement dedication

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Authorize the City Manager to execute the Temporary Easement in conjunction with the Martin Luther King Jr Avenue Bridge Replacement Project (Recommended)**
2. Take no Action
3. Table to a future meeting

Attachments

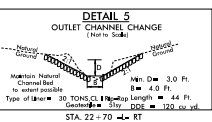
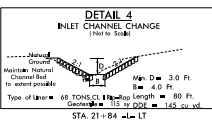
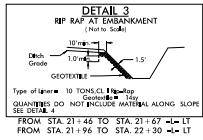
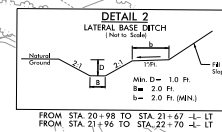
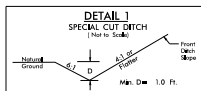
1. MLK plans COK property TCE
2. FRM10-B
3. FRM7-D

8/17/08

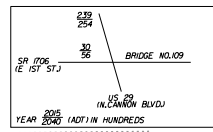
2/15/09 1:46:53 AM
\\sdc\project\08-0000\dwg\08-0000.dgn
User: dcauser

-L-			
PI Sta 22+00.05 $\Delta = 25'03''06.3''$ (LT) $D = 22'55''05.9''$ $L = 109.31'$ $T = 55.54'$ $R = 250.00'$ R.O. = SEE PLANS SE = 0.04 V = 30 mph	PI Sta 24+04.92 $\Delta = 78'39''33.1''$ (LT) $D = 35'48''35.5''$ $L = 219.66'$ $T = 131.01'$ $R = 160.00'$ R.O. = SEE PLANS SE = 0.04 V = 25 mph	PI Sta 25+44.94 $\Delta = 37'52''24.5''$ (LT) $D = 38'11''49.9''$ $L = 99.15'$ $T = 51.46'$ $R = 150.00'$ R.O. = SEE PLANS SE = 0.04 V = 25 mph	PI Sta 26+96.20 $\Delta = 52'17''47.1''$ (LT) $D = 35'48''35.5''$ $L = 146.04'$ $T = 78.55'$ $R = 160.00'$ R.O. = SEE PLANS SE = 0.04 V = 25 mph

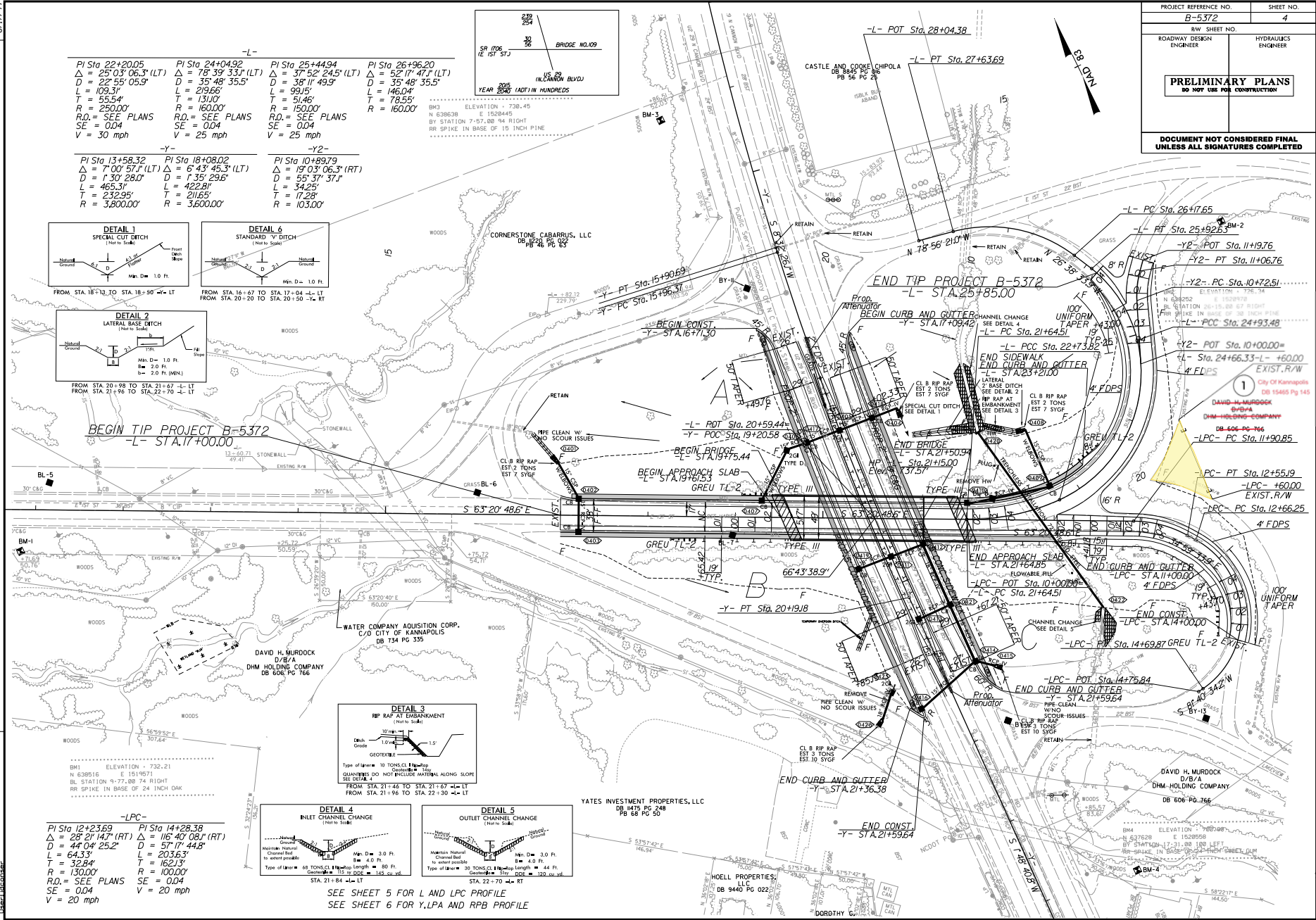
-Y-		
PI Sta 13+58.32 $\Delta = 7'00''57.1''$ (LT) $D = 1'30''28.0''$ $L = 465.31'$ $T = 232.95'$ $R = 3,800.00'$	PI Sta 18+08.02 $\Delta = 6'43''45.3''$ (LT) $D = 1'38''29.6''$ $L = 422.81'$ $T = 211.65'$ $R = 3,600.00'$	PI Sta 10+89.79 $\Delta = 19'03''06.3''$ (RT) $D = 55'37''37.1''$ $L = 34.25'$ $T = 17.28'$ $R = 103.00'$



-LPC-	
PI Sta 12+23.69 $\Delta = 28'21''14.7''$ (RT) $D = 44'04''25.2''$ $L = 64.33'$ $T = 32.84'$ $R = 130.00'$ R.O. = SEE PLANS SE = 0.04 V = 20 mph	PI Sta 14+28.38 $\Delta = 116'40''08.1''$ (RT) $D = 57'17''44.8''$ $L = 203.63'$ $T = 162.13'$ $R = 100.00'$ R.O. = SEE PLANS SE = 0.04 V = 20 mph



PROJECT REFERENCE NO.	SHEET NO.
B-5372	4
RW SHEET NO.	HYDRAULICS ENGINEER
ROADWAY DESIGN ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: City of Kannapolis, a North Carolina
Municipal Corporation
401 Laureate Way Kannapolis, NC 28081

DATE: 6-14-2024
TO: Lessee, if Applicable

TIP/PARCEL NO.: B-5372 001
COUNTY Cabarrus
DESCRIPTION: Bridge No. 109 on SR 1706 (Martin Luther King Jr. Ave) over US 29

WBS ELEMENT: 46087.2.1

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ 0
Value of Permanent Easements to be Acquired	\$ 0
Value of Temporary Easement (Rental of Land) to be Acquired	\$ 3325.00
Value of Improvements to be Acquired	\$ 2000.00
Damages, if any, to Remainder	\$ 0
Benefits, if any, to Remainder	minus \$ 0
TOTAL CONTINGENT OFFER	\$ 5325.00

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 15465, page 145, Cabarrus County Registry, contains approximately 2.78 acres of which 0 acres is being acquired as right of way, leaving 2.78 acres remaining on the right/left severed without access/with access to Skyland Street. Also being acquired is a temporary construction easement containing approximately .056 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
Various Trees

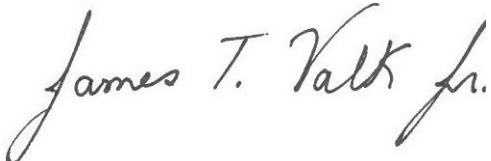
Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ 0 . Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Elizabeth Hassenfritz, Assistant Director of Engineering City of Kannapolis on June 14, 20 24 . Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 704-244-8903

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

(Signed) 
James T. Valk Jr. - Right of Way Agent

Revenue Stamps \$ 11.00

TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY James T. Valk Jr CHECKED BY

RETURN TO: Division R/W Agent, NCDOT

NORTH CAROLINA TIP/PARCEL NUMBER: B-5372 001
COUNTY OF Cabarrus WBS ELEMENT: 46087.2.1
TAX PARCEL 5623079946 ROUTE: SR 1706

THIS EASEMENT, made and entered into this the day of 20
by and between City of Kannapolis, a North Carolina Municipal Corporation
401 Laureate Way
Kannapolis, NC 28081

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ 5325.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book 15465, Page 145 in the office of the Register of Deeds of Cabarrus County, said easement being described as follows:

Point of beginning being N 46°12'0.4" E, 123.752 feet from -LPC- Sta 12+00 thence along a curve 77.168 feet and having a radius of 209.000 feet. The chord of said curve being on a bearing of S 51°27'57.8" W, a distance of 76.730 feet thence along a curve 74.805 feet and having a radius of 182.000 feet. The chord of said curve being on a bearing of S 47°17'30.7" E, a distance of 74.280 feet thence to a point on a bearing of N 3°10'14.7" E 98.333 feet returning to the point and place of beginning.

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 46087.2.1 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of Cabarrus County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This EASEMENT is subject to the following terms and provisions only:

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

COUNTY: Cabarrus WBS ELEMENT: 46087.2.1 TIP/PARCEL NO.: B-5372 001

The Grantors acknowledge that the project plans for Project # 46087.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 46087.2.1 , Cabarrus County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

(SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the CITY OF _____, a Municipal Corporation, and that by authority duly given, and as the act of the Corporation, the foregoing instrument was signed in its name by its MAYOR, sealed with its corporate seal, and attested by himself/herself as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 ____.
	_____ Notary Public
	My commission expires: _____



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council

From: Alex Anderson, Director of Water Resources, Wilmer Melton, Assistant City Manager

Subject: **RESOLUTION** - Grant Application for Lead Service Line Inventory (**APPROVED UNANIMOUS**)

Action Requested by City Council

Motion to approve the Resolution for Grant Application for Lead Service Line Inventory and Authorize the City Manager to Execute.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Water Resources Department and Finance Department are exploring submitting a grant application for a zero interest loan with the North Carolina Department of Environmental Quality. This resolution does obligate the City to submit for a grant or loan, nor are is the City obligated to accept any grant or loan should the grant be awarded. This resolution is required if we wish to submit in the near future. This funding opportunity is solely for the use of identifying, inventorying and investigating water service lines in the water system for lead or other impacted materials.

The EPA published the Lead and Copper Rule Revisions (LCRR) in the Federal Register on January 15, 2021 (USEPA, 2021c). It applies to all Community Water Systems, which the City of Kannapolis is one such system. As part of the new LCRR the City has to work to identify all service line material, inventory and advertise the information, and then develop a plan to replace all service lines that do not meet standards.

Fiscal Implications

This Resolution obligates any future payments should we submit for and accept a grant or loan for Lead Service Line Inventory under the currently available programs through the NC Department of Environment Quality.

Policy Issues

Council approval is required for submission of the grant application and authorization for City Manager execute.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Approve the Resolution for Grant Application for Lead Service Line Inventory and Authorize the City Manager to execute. (Recommended).**
2. Take no action.

3. Table to a future meeting.

Attachments

1. Resolution LSL Inventory Investigation

**CITY OF KANNAPOLIS
RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, the City of Kannapolis has need for and intends to construct, plan for, or conduct a study in a project described as Lead Service Line Inventory and Investigation, and

WHEREAS, the City of Kannapolis intends to request State loan and/or grant assistance for the project, NOW THEREFORE BE IT RESOLVED, by the Kannapolis City Council that:

1. The City of Kannapolis will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.
2. The City of Kannapolis will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. The City of Kannapolis will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
4. The governing body of the City of Kannapolis agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Kannapolis to make a scheduled repayment of the loan, to withhold from the City of Kannapolis any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
5. Michael B. Legg, the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Kannapolis with the State of North Carolina for a loan and/or grant up to the amount of \$1,000,000 to aid in the study of or construction of the project described above.
6. The Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. The Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 22nd day of July, 2024..

Milton D. Hinnant
Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk for the City of Kannapolis does hereby certify: that the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Kannapolis duly held on the 22nd day of July, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of July, 2024.

(Signature of Recording Officer)

(Title of Recording Officer)

Note: an Attestation by the Clerk/Recording Officer may be used in lieu of the Form for Certification by the Recording Officer



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Kristin Jones, Assistant to the City Manager
Subject: **ADMINISTRATIVE UPDATES - FY24-25 City Wide Fee Schedule (APPROVED UNANIMOUS) WITH AMENDMENTS TO ID BADGE**

Action Requested by City Council

Approve the administrative changes to the city-wide fee schedule.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Staff conducted an internal review of revenue processes by each department and noticed that a convenience fee for purchasing tickets online through the Parks Department was not included in the overall fee schedule. These convenience fees vary in price based on the overall charge value. There is a modest convenience fee applied for online Gem Theater ticket purchases, train rides, celebration of lights, etc.

This update adds the convenience fees to the schedule as well as updates replacement ID badges for employees from \$10.00 to \$20.00 per the Human Resources Department.

Fiscal Implications

Any changes to the fee schedule must be approved by City Council.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve the administrative changes to the FY 25 City-wide Fee Schedule (Recommended).**
2. Do not approve the changes.
3. Table to a future meeting.

Attachments

1. FY 25 Adopted Fee Schedule



Adopted Fiscal Year 2025 Fee Schedule

Adopted: June 24, 2024

Table of Contents

Admin	pg. 3
HR	pg. 3
Police.....	pg. 3
Downtown Parking.....	pg. 4
Planning & Zoning.....	pg. 5
Fire	pg. 6
Parks.....	pg. 12
Water & Sewer.....	pg. 19
Environmental	pg. 24
Stormwater.....	pg. 25
Event Space Rentals.....	pg. 25
Private Use Zones	pg. 27

Admin

Public Records

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

Legal Notices

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

HR

Employee Notices

Wage Garnishment Notice (each)	\$14.35
Employee ID Badge replacement	\$20.00

Police

Police Permits and Services

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

Transportation

Vehicle license fee	<u>Fee</u> \$30.00 (annually)
Street Closure	\$300

Downtown Parking

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

Grace Period: 30 minutes

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

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

Daily Rate: Starts after 5 hours: \$25

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

“Pass back” Penalty: \$100

Electric Vehicle (EV) Parking

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

Engineering

- The Engineering Department provides inspection services for driveways, driveway storm drainage pipe, grading/drainage; sidewalk; and water and sewer. There is no fee for the initial inspection.
- \$50 re-inspection fee

Planning and Zoning

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

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

PUBLICATION FEES.

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

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

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

Fire

REQUIRED CERTIFICATE OF COMPLIANCE

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

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

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

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

REQUIRED CONSTRUCTION PERMITS

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

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

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

(DOES NOT INCLUDE HOOD SYSTEM/ANSUL)

REQUIRED OPERATION PERMITS

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

REQUIRED OTHER CHARGES/FEEES

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

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

ANNUAL FIRE INSPECTION PROGRAM

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

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

HAZARDOUS MATERIALS FEES:

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

STAND-BY PERSONNEL/EQUIPMENT

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

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

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

HAZMAT SUPPLIES

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

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

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

Parks

VILLAGE PARK SHELTERS

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

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

Descriptions of Shelter Areas:

Village Park Shelter A – use by reservation only

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

Village Park Shelter B – use by reservation only

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

Village Park Shelter C – use by reservation only

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

Village Park Shelter D – use by reservation only

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

Village Park Shelter E – use by reservation only

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

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

BAKERS CREEK PARK SHELTERS

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

Descriptions of Shelter Areas:

Bakers Creek Park Large Picnic Shelters – use by reservation only

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

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

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

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

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

OTHER FEES

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

HOURS

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

VILLAGE PARK AMPHITHEATER

Refundable Security Deposit: \$500

Resident for-profit:	\$550
Resident non-profit:	\$350
Non-Resident for-profit:	\$1,050
Non-Resident non-profit:	\$800
Staffing (2 staff required):	\$30/per hour (3hr minimum)
Parking:	\$15/per hour per person

EXTRA FEES

Use of Green Room \$200/flat rate

Set-up: \$200

Clean-up: \$300

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

**Must be reserved through special event process*

SPLASH PAD

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

TRAIN

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

CAROUSEL

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

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

CAROUSEL/TRAIN PHOTO SHOOTS

\$30/hr. (1 hour minimum)

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

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

FAST PASS

\$5.00

SENIOR TRIPS

Variable

YOUTH ATHLETICS

\$45 Residential

\$65 Non- Residential

GYM RENTALS (KMS city schools)

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

CEMETERY FEES

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

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

GEM THEATRE

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

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

**The Parks and Recreation Department charges a convenience fee for purchasing tickets on-line.

SWANEE THEATRE

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

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

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

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

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

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

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

Tournament Cancellations:

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

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

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

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

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

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

Special Event Fees

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

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

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

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

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

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

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

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

Neighborhood Block Parties: \$50

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

Special Event Fees for use of Horseshoe Property

Refundable Security Deposit: \$500

Resident for-profit: \$500 per day

Resident non-profit: \$350 per day

Non-Resident for-profit: \$1,050 per day

Non-Resident non-profit: \$800 per day

*Must be reserved through the special event process.

Water and Sewer Fees

WATER RATES	Inside City	Outside City
Individual Water Service: (less than 2 inch) (Note 1)		
• Tier 1 per 1,000 gallons (0-7,000 gals)	\$ 7.31	\$ 8.46
• Tier 2 per 1,000 gallons (over 7,000 gals)	\$ 7.60	\$ 8.81
• Irrigation per 1,000 gallons	\$ 7.60	\$ 8.81
* Base monthly charge (Note 2)	\$ 6.95	\$ 8.15
* monthly rate for unmetered service – residential only (Note 3)	\$ 47.60	\$ 55.65

Private Water Systems (more than one user):

• Tier 1 per 1,000 gallons (0-7,000 gals)	\$ 7.31	\$ 8.46
• Tier 2 per 1,000 gallons (over 7,000 gals)	\$ 7.60	\$ 8.81
• Irrigation per 1,000 gallons	\$ 7.60	\$ 8.81
* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant	\$ 6.95	\$ 8.15

Commercial Water Service

• Tier 1 per 1,000 gallons (0-7,000 gals)	\$ 7.31	\$ 8.46
• Tier 2 per 1,000 gallons (over 7,000 gals)	\$ 7.31	\$ 8.46
• Irrigation per 1,000 gallons	\$ 7.60	\$ 8.81
*base monthly charge	\$ 6.95	\$ 8.15

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

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

SEWER RATES	Inside City	Outside City
Individual Sewer Service:		
* per 1,000 gallons water used	\$ 7.45	\$ 7.45
* base monthly charge	\$ 5.24	\$ 5.24
* monthly rate for unmetered service – residential only	\$ 46.90	\$ 46.90

Private Sewer Systems (more than one user):

* per 1,000 gallons based on master meter	\$ 7.45	\$ 7.45
---	---------	---------

* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant (Note 2)	\$ 5.24		\$ 5.24
--	---------	--	---------

(Note 1) Water rates for customers with 2 inch meter or larger shall pay inside City rates.

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

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

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

Fire Line Service Tap:

* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer
--	----------------------------	--	----------------------------

Tap on of New Water Main to Existing:

* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer
--	----------------------------	--	----------------------------

Individual Water connection fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note A)

Water meter Size

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

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

(Note A)

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

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

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

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

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

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

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

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

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

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

Tap on of New Sewer Line to Existing:

* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer
--	----------------------------------	--	----------------------------------

Individual Sewer Connection Fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note B)

Water meter Size

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

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

(Note B)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WATER & SEWER SYSTEM
ADMINISTRATIVE FEES**

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

**WATER & SEWER SYSTEM
ADMINISTRATIVE FEES**

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

MUNICIPAL WATER AND SEWER RATES

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

WATER AND SEWER SERVICE RELOCATION AND DAMAGE

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

Environmental

Residential Environmental Fees (per occupied dwelling)

Fee

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

Commercial Environmental Fees

Commercial (City Bulk Pick Up)	1X per Wk	2X per Wk	3X per Wk	4X per Wk	5X per Wk
4 Yd	\$113.50	\$227.00	\$340.50	\$454.00	\$567.50
6 Yd	\$143.81	\$287.62	\$431.43	\$575.24	\$719.05
8 Yd	\$175.06	\$350.12	\$525.18	\$700.24	\$875.30
Commercial (Business)	1X per Wk	2X per Wk	3X per Wk	4X per Wk	5X per Wk
4 Yd	\$140.00	\$280.00	\$420.00	\$560.00	\$700.00
6 Yd	\$175.00	\$250.00	\$525.00	\$700.00	\$875.00
8 Yd	\$190.00	\$380.00	\$570.00	\$760.00	\$950.00
Container Size (Recycle)	1X per Wk				
4 Yd	\$140.00				
6 Yd	\$175.00				
8 Yd	\$190.00				

Stormwater

STORMWATER RATE TIER SCHEDULE

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

Event Space Rentals

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

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

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

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

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

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

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

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

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

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

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

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

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

Private Use Zones

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

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

NOTES:

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

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

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
July 08, 2024**

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, July 08, 2024, at 4:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

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

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:	Irene Wong	Annette Privette Keller
	Terry Spry	Tracy Winecoff
	Greg Summitt	David Jordan
	Tony Eury	Brian Roberts
	Michael Rattler	Richard Smith
	Kirk Beard	Sherry Gordon
	Gerald Faulkner	Albaro Reyes
	Alex Anderson	

Others Present:	Bob Doty	Chris Hughes
	Sophia Wilkerson	Mark Spitzer

Joe Hatley John Middleton
Eric Dearmon Daniel Reyes
Zach Erwin

CALL TO ORDER AND WELCOME:

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

Mayor Hinnant noted that a citizen requested to thank publicly a police officer for his assistance. There was no objection.

COMMUNITY ORGANIZATION AND CITY DEPARTMENT SPOTLIGHT-

City Department Spotlight – Community Organization Spotlight: Downtown Kannapolis Ambassador (Eric Dearmon) (Copy included as Exhibit A)

Mr. Dearmon presented a power point presentation showcasing downtown Kannapolis. Eric Dearmon was a private wealth advisor for a large bank before he retired in December 2022. Since then, he has been involved in the revitalization of the downtown area by becoming an official downtown Kannapolis ambassador. As ambassador, Dearmon's responsibilities are to meet with visitors and lead tours of the downtown. Downtown is the most beautiful, walkable downtown you'll find in North Carolina, Mr. Dearmon praises the parks he takes his grandchildren to, free concerts, and especially Atrium Health Ballpark, home of the Cannon Ballers, as positive factors for Kannapolis' reputation with retirees. Kannapolis also has a surplus of restaurants and shops that caters to individuals with a wide-ranging palette and who appreciates not having to travel too far for a nice meal. Vida, one of the newest apartment complexes in downtown Kannapolis, has occupants of all ages living there, as Dearmon found out. Once the downtown is completely developed, Dearmon wants to see more attention put into the underserved areas and neighborhoods all around Kannapolis.

City Department/Citizen Board: Community Improvement Commission and Community Development Department (Sherry Gordon, Community Development Program Administrator, Irene Wong, Economic & Community Development Director) (Copy included as Exhibit B)

Mrs. Gordan provided a power point presentation stating the goals of the Community Development are to Improve and Strengthen Neighborhoods, Provide Decent & Affordable Housing, Prevent and address homelessness and Promote self-sufficiency and community development community development.

Target Population Served:

Homeowners

28 Urgent Repairs

1 2 homeowner rehab projects
2 Nonprofit Agencies 19 non-profit agencies funded
3 (focused on children; tutoring/mentoring
4 Crises assistance and meals for seniors
5
6 Homeless CCM Grace Place
7

8 Types of activities include CDBG Urgent repairs, HOME rehab, new construction (Habitat), public
9 infrastructure, fair housing education and outreach. Pictures were shown of a homeowner rehab
10 house before and after, and of a newly constructed home. Mrs. Gordon indicated some of the
11 challenges were limited housing stock, increased construction costs, difficulty finding contractors
12 (older homes), limited funding and staff capacity.
13

14 The Community Improvement Commission meets five times a year, reviews and provide input on
15 the use of CDBG and HOME funds, review and evaluate Code Enforcement cases (8 cases to date),
16 review sewer allocations for affordable housing projects and review CDBG nonprofit grant
17 applications (funding recommendations)
18

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

20 Council Member Dixon made a motion to adopt the agenda. The motion was seconded by Council
21 Member Dayvault and approved by unanimous vote.
22

23 **PROCLAMATIONS:**

24 Mayor Hinnant recognized July as Ice Cream Month.
25

26 **CONSENT AGENDA:**

27 Council Member Jackson made a motion to approve the Consent Agenda. Motion was seconded
28 by Council Member Dayvault and approved by unanimous vote.
29

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

31 ***VOLUNTARY ANNEXATION: A-2024-01** - Resolution Directing the Clerk to Investigate and
32 Certify the Petition, adopt a Resolution of Intent to Annex, and fix the date of a Public Hearing on
33 0.516 +/- acres of property located at 2105 Fowler Road (Rowan County Parcel 144A02204).
34 (Richard Smith, Planning Director) (Copy included as Exhibit C)
35

36 *Business Meeting Minutes and Closed Session Minutes - June 24, 2024 (Bridgette Bell, City
37 Clerk)
38

BUSINESS AGENDA:

1 **FY2024-2025 CDBG NONPROFIT FUNDING - Recommendations (Sherry Gordon,**
2 **Community Development Program Administrator) (Copy included as Exhibit D)**

3 Mrs. Gordon provided a power point presentation outlining the CDBG Nonprofit Funding
4 Recommendations FY 2024-2025. The Community Development Department received 25
5 applications by the March 29, 5:00 pm deadline. The Community Improvement Commission
6 recommends funding 17 of these organizations based on the use of funds and community needs.
7 The City's FY 2024-2025 CDBG budget includes \$56,000 for nonprofit service contracts along
8 with a \$12,000 in program income acquired from a portion of the earnest money obtained by the
9 sale of a parcel in the Gateway business park.

10
11 **Background:** As a HUD Entitlement Kannapolis can budget up to 15% of its annual grant
12 allocation for Public Service activities that are made available to low- and moderate-income
13 residents of Kannapolis and are carried out by non-profit agencies. We will receive \$376,394 in
14 CDBG funds. This year, the amount made available for public services is \$56,000 plus \$12,000
15 in program income for a total of \$68,000. (Recommend \$3,000 for KFD to purchase residential
16 smoke detectors and \$1,000 discretionary funds).

17
18 **TOTAL amount of funds remaining for below is \$64,000.** Requests for proposals were
19 advertised and we received 25 applications. Eligible activities include:

- 20 • Employment services (e.g., job training).
- 21 • Crime prevention and public safety.
- 22 • Childcare.
- 23 • Health services.
- 24 • Substance abuse services (e.g., counseling and treatment).
- 25 • Fair housing counseling.
- 26 • Education programs.
- 27 • Energy conservation.
- 28 • Services for senior citizens.
- 29 • Services for homeless people.
- 30 • Welfare services (excluding income payments).
- 31 • Homebuyer down payment assistances; and
- 32 • Recreational services.

33
34 The following agencies applied for funding:

35 **Evaluation:** We received **25** applications for a total of **\$231,058** with (1) agency submitting
36 applications for both grants. (3 applications not listed above were received after deadline)

Recommendation: The Commission recommends funding 17 eligible agencies for FY2024-25 as listed below:

Academic Learning Ctr. –Requested \$4,550. Recommended \$2,500 Funds will be used to support after school tutoring program

AYA House, Inc. – Requested \$5,000. Recommended \$5,000 Funds will be used to support transitional housing program for men & women reentering community & substance use prevention

Cabarrus Health Alliance -Requested \$5,000. Recommended \$5,000 Comprehensive dental services to Title I KCS

Cabarrus Rowan Comm Health – Requested \$15,000. Recommended \$10,000 Funds to be used to provide oral health services uninsured/low-income adults. (Applied for both Grants)

Classroom Central- Requested \$7,000. Recommended \$2,000 Mobile free store program to provide school supplies to KCS teachers

Conflict Resolution – Requested \$5,000. Recommended \$4,000. Funds to support Teen Court and truancy program

CCM-Requested \$5,000. Recommended \$4,500 Funds to support individuals in crisis pay utility & prevent evictions (Applied for both Grants).

El Puente Hispano -Requested \$5,000. Recommended \$1,000 Funds to support programs to assist Hispanic families improve school performance

Main St Market -Requested \$5,000. Recommended \$2,000 Funds to be used sustain community market to access healthy, local fresh foods

Operation Homeless Requested \$5,000. Recommended \$1,000 Funds to use to help with soup kitchen

Midway Opportunity House -Requested \$5,000. Recommended \$2,500 Funds for bus

1 passes, prescription to assist homeless

2
3 **Prosperity Unlimited, Inc. -Requested \$5,000. Recommended \$5,000** comprehensive
4 housing counseling

5
6 **Rowan Helping Ministries -Requested \$5,000. Recommended \$4,500** Funds to assist with
7 crisis program for Kannapolis Rowan County residents

8
9 **Second Course Culinary Requested \$25,000. Recommended \$2,000** Funds for culinary
10 program for at risk (First time applying for CDBG Grant)

11
12 **Step Up to Leadership – Requested \$50,000. Recommended \$3,000** Funds for young adult
13 leadership program with focus on conflict resolution, career and college readiness

14
15 **Vision for Life -Requested \$10,000. Recommended \$5,000** Funds to be used for mentoring
16 program for youth along with parenting component

17
18 **YMCA -Requested \$15,000. Recommended \$5,000** Funds to be used for new program to
19 address Youth/Teen Mental Health

20
21 Applicants who were not approved:

22 **CCM- Requested \$15,000. Recommended \$0. New program:** Funds will support The Annex:
23 Memorial Baptist Church site for supportive transitional housing for previously homeless
24 families and pregnant/postpartum mothers in substance abuse recovery. (Goal to serve 16)

25
26 **Elder Orphan Care: Requested \$5,000. Recommended \$0.** Funds to be used to provide
27 comprehensive occupational therapy-based home health & safety assessment for older adults age
28 60+. (Goal is to serve 12).

29
30 **Hellfighters of Concord Mission at the Cross. Requested \$5,000. Recommended \$0.** Funds
31 to be used to serve the homeless population by providing sleeping bags and tents as well as
32 supplement office needs. (Goal- not indicated on application.

33
34 **He's Alive Church- Requested \$1,558. Recommended \$0.** Funds to be used for summer
35 program "Mentor Monday" introduce life skills & fine arts, crafts to enhance education. (Goal
36 is to serve 100 students). (First time applying for CDBG Grant)

37
38 **Jr. Charity League- Requested \$3,000. Recommended \$0.** Funds to be used to provide

1 uniforms, coats, shoes to KCS students in need. (Goal is to serve 300).

2
3 **Meals on Wheels Rowan- Requested \$5,000. Recommended \$0.** Funds to be used to provide
4 meals to homebound seniors. (Goal is to serve 33 households).

5
6 **Studio – Requested \$5,000. Recommended \$0.** Funds to be used to support Project Uplift
7 which offers support and assistance to students and families who are homeless or at risk of
8 homelessness. Funds to assist with salaries, office space and operations. (Goal is to serve 400)

9
10 **Wright Design 75 – Requested \$15,000. Recommended \$0.** Funds to be used for photography
11 workshops. (Goal is to serve 180)

12
13 Mrs. Gordon stated it is always challenging to go out into the field, do the necessary work and the
14 required admin work. Other challenges are limited housing, increased construction costs, difficulty
15 in finding contractors for older houses, HUD regulations/timeline for expenditures, limited funding
16 and staff capacity. They can use City staff, but she noted it would be nice to have HUD assistance,
17 especially with more difficult projects.

18
19 The Community Improvement Commission meets five times a year which reviews and provide
20 input on use of CDBG & HOME funds. They review and evaluate Code Enforcement cases (8
21 cases to date), review sewer allocations for affordable housing projects and review CDBG
22 nonprofit grant applications (funding recommendations). Code Enforcement asked that Mrs.
23 Gordon emphasizes to Council the value of having a Community Improvement Commission to assist
24 with cases that keeps the projects on track as well as it benefits the City, the property owners and
25 takes the burden off City Council to hear the cases multiple times.

26
27 Mrs. Gordon further stated that the Commission would like to request that the Council consider
28 using general funds to match the CDBG funds to provide larger funding amounts and make a
29 bigger impact as we fund our nonprofit agencies.

30
31 Ms. Wong shared with Council a housing needs study prepared by the Cabarrus/Iredell/Rowan
32 Home Consortium (Tri-County Assessment). (Copy included as Exhibit E). More than 50,000 Tri-
33 County Region households live in cost-burdened housing. In Cabarrus County, 11,321 renter
34 households and 12,288 owner households are housing cost burdened with 4,869 renter households
35 and 41 owner households severe housing cost burdened. Housing costs burdened (paying over
36 30% of income toward housing). Severe housing cost burden (paying over 50% of income towards
37 housing). 65 stakeholders, 70 employers 870 residents/commuter responses.

- 38
 - Housing Type Needed: For-Sale Housing (Less Than \$200,000, \$200,000-\$299,999),

- Rental Housing (Less Than \$1,250/ Month)
- Housing Style Needed: Single-Family Homes (Ranch and two-story),
- Modern Move-In Ready Homes, and Low-Cost Fixer-Uppers
- Housing Issues: Lack of Available Housing, Housing is Far From Work, and Unaffordable Rental Housing
- Business Impacts from Housing Issues: Retaining Employees, Attracting Employees, Adding to Costs/Expenses
- Company Currently Involved in Housing Solutions: 24.1%
- Hiring Resulting from Adequate Housing: 30.8% Employers would hire more staff if housing issues resolved.
- Interest in Relocating to Region/County (Non-Residents): Cabarrus County 30.5%, Iredell County 28.1%, and Rowan County 21.1%. Ms. Wong provided demographic information, households by age, rental household income, and owner household income.

Also provided was a summary of homes available for sale, multi-family properties and housing gap estimates, including the Kannapolis: Strengths, Weaknesses, Opportunities and Threats (SWOT) chart.

Mayor Pro tem Wilson asked what the Hellfighters of Concord Mission at the Cross are. Mrs. Gordon responded they have a facility on Church Street where the homeless would be able to come in and take showers. One of the concerns of the Commission was the inability to document that they serve Kannapolis residents.

Council Member Kincaid stated these organizations have been funded for several years and wondered if she has ever heard back on how the funding has helped them. What is the difference if we did not get this information, do we know how this money is being used.

Mrs. Gordon explained that the money is a reimbursable grant, in that they must provide documentation, check requests and receipts on where their money was spent. Also, the City does annual monitoring. In terms of how the money helps them, one of the questions they ask when they do the monitoring is how relative the small amount is they receive. Most organizations have stated they prefer getting a smaller amount each year rather than receiving funds every other year.

Council Member Berry asked about the Main Street Market and was it in China Grove. Mrs. Gordon responded that is it. Mrs. Berry asked how this would help Kannapolis residents. Mrs. Gordon replied if they can show they are able to serve Kannapolis residents is the reason the Commission is recommending funding this year. Mrs. Berry wondered if the program could be

1 incorporated with the Kannapolis farmers market to help area neighborhoods, rather than citizens
2 going to China Grove.

3
4 Mrs. Dixon thanked Mrs. Gordon and the Commission for funding the Conflict Resolution. This
5 organization has requested funding for several years and she knows firsthand how this program
6 helps teens in the area out of the big court system and even the juvenile court system.

7
8 Council Member Dayvault proposed that the Cabarrus Rowan Community Health recommended
9 funding amount of \$10,000, be reduced to \$6,000 and the remaining funding to allocated to the
10 He's Alive Church for \$1,000 and the Jr. Charity League for a full \$3,000. That would commit to
11 serving 300 Kannapolis City school students in need of uniforms. He feels this is an important
12 program and would have a direct impact on the students of this community.

13
14 Mayor Hinnant asked Mr. Legg the possibility of adding \$4,000 to these two organizations and
15 leave the \$10,000 to the Cabarrus Rowan Community Health, since the Committee has reviewed
16 the details and may have more information than Council on how the funding will be spent.

17
18 Mr. Legg responded that Council could make that a part of the motion to use general fund dollars
19 for the additional \$4,000 and staff will bring back a budget ordinance amendment.

20
21 Mrs. Gordon stated that the only reason that the Commission chose not to fund the He's Alive
22 Church is because they charge a fee to participate in their program.

23
24 Council Member Dayvault made a motion to approve the recommendations as presented and direct
25 Staff to use general funds to fund \$1,000 to the He's Alive Church and \$3,000 to the Jr. Charity
26 League. Motion was seconded by Mayor Pro tem Wilson and approved by unanimous vote.

27
28 **APPOINTMENTS - Community Improvement Commission (Sherry Gordon, Community**
29 **Development Program Administrator)**

30 Mrs. Gordon stated that the Community Improvement Commission has three members with terms
31 expiring on June 30, 2024. The members are John Middleton, Patricia Ware and Debbie
32 Wilkinson. They have all expressed interest in continuing to serve on the commission. Staff
33 supports reappointing these members for another three-year term.

34
35 Council Member Dayvault made a motion to reappoint John Middleton, Patricia Ware and Debbie
36 Wilkinson to a three-year term expiring June 30, 2027. Motion was seconded by Mayor Pro tem
37 Wilson and approved by unanimous vote.

38 **Speakers from the Floor:**

1 Mrs. Arthette Walker of 303 Eastway Avenue explained that on June 25 she was walking making
2 her one lap inside the village when she came upon a racial slur written in front of the bricks at the
3 Vance and West Avenue intersection. She flagged down someone she thought was a City worker,
4 but they were not. However, she was able to flag down Lt. Jamie Livengood. She told Lt.
5 Livengood about the racial slurs she found on the bricks. Lt. Livengood took his foot and erased
6 it from the bricks. Mrs. Walker stated she enjoyed herself at the Juneteenth celebration in the City
7 and was privileged to sing the National Anthem. The Juneteenth celebration recognized a jersey
8 for the retired Jackie Robinson, held a silent prayer for Willie Mayes and listened to tributes to the
9 American African baseball players. Because of Lt. Livengood's kindness and especially since he
10 took the time for her at that moment, is something more than she could accurately explain. It means
11 a lot to her and feels it would mean a lot to the citizens. Sometimes the law enforcement officers
12 need to know that citizens appreciate what they do. She felt it worthy that Lt. Livengood to be
13 recognized. Lt. Livengood was then called to the front and applauded by the audience.
14

15 Mr. Smith provided some background information on the concept of the Kannapolis Challenge Coin created
16 during the COVID period. The Challenge Coin is given to those employees who exceed expectations. There
17 were only four Challenge Coins presented.
18

19 Mr. Smith pointed out that this year's budget was extremely difficult and that City Manager Legg and Mrs.
20 Kristin Jones, Assistant to the City Manager, worked extensively and long and late hours finalizing the
21 budget. Mr. Smith felt it worth presenting Mr. Legg and Mrs. Jones and a City of Kannapolis Challenge
22 Coin.
23

24 Deputy City Manager Eddie Smith also presented Lt. Livengood with a City of Kannapolis Challenge Coin.
25

26 **Closed Session pursuant to GS. 143-318.11 (a) (3) to consult with an attorney to preserve the**
27 **attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the**
28 **location or expansion of industries or businesses in the area and G.S. 143.318.11(a)(6) for the**
29 **purpose of discussing personnel matters.**

30 Mayor Pro tem Wilson made a motion to go into closed session pursuant to GS. 143-318.11 (a)
31 (3) to consult with an attorney to preserve the attorney client privilege and G.S. 143.318.11 (a)
32 (4) for discussing matters relating to the location or expansion of industries or businesses in the
33 area and G.S. 143.318.11(a)(6) for the purpose of discussing personnel matters. Motion was
34 seconded by Council Member Kincaid and approved by unanimous vote.
35

36 Council went into closed session at 5:50 PM.
37

38 Mayor Pro tem Wilson made a motion to come out of closed session. Motion was seconded by
39 Council Member Dayvault and approved by unanimous vote.

1
2 Council resumed regular session at 8:30 PM.
3

4 There being no further business brought before Council, Council Member Dixon made a motion
5 to adjourn the meeting. The motion was seconded by Council Member Berry and approved by
6 unanimous vote.
7

8 The meeting adjourned at 8:30M on Monday, July 08, 2024.
9
10

11
12 Milton D. Hinnant, Mayor
13

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



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Tina Cline, Assistant City Manager
Subject: **AMENDMENTS - FY 25 Rowan-Cabarrus YMCA and City of Kannapolis Agreement (APPROVED UNANIMOUS)**

Action Requested by City Council

Motion to approve amendments to the FY25 Rowan Cabarrus YMCA and City of Kannapolis Agreement

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The City of Kannapolis has partnered with the Rowan-Cabarrus YMCA to provide employees of the City of Kannapolis access to YMCA recreation, health, and wellness activities as an employment benefit for employees. Employees can add their family members at a reduced employer membership rate. Presently, only full-time employees and part-time employees (working 1,000+ hours per year) are eligible for this benefit.

With renewal of our agreement with the YMCA, Staff recommends extending the benefit to all permanent part-time employees (excluding seasonal employees) and to City of Kannapolis Local Government Employees Retirement System (LGERS) retirees. This enhancement will further benefit our recruitment efforts at no additional cost and will allow those employees who retire under LGERS to continue their YMCA membership without disruption.

Fiscal Implications

The agreement is set at a flat fee of City participation (\$124,000 per year). Presently, approximately 50% of eligible employees are enrolled in this program. Extending eligibility to all part-time employees and City of Kannapolis LGERS retirees will increase the direct benefit to the City but is not expected to exceed the 600-person capacity for this program described in the agreement.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to approve amendments as presented (Recommended)
2. Take no action
3. Table to a future meeting

Attachments

1. Agreement Between City and RowanCabarrus YMCA

**AGREEMENT BETWEEN THE CITY OF KANNAPOLIS
AND ROWAN-CABARRUS YOUNG MEN'S CHRISTIAN ASSOCIATION**

THIS AGREEMENT ("Agreement") is made this 22nd day of July, 2024, by and between the City of Kannapolis, a municipal corporation of the State of North Carolina ("City"), and the Rowan-Cabarrus YOUNG Men's Christian Association a North Carolina nonprofit corporation ("YMCA").

RECITALS

WHEREAS, in order to provide its employees and City of Kannapolis Local Government Employees Retirement System (LGERS) retired employees (retirees) an opportunity for health and wellness activities and programs the City desires to enter into an agreement with the YMCA to promote and provide memberships as an employment benefit for City employees and their families; and

WHEREAS, the City has recognized the experience and expertise of the YMCA in conducting programs for individuals and families at its branches in Rowan and Cabarrus Counties and in providing recreational, health and wellness programs for adults and youth; and

WHEREAS, the employees and retirees of the City will derive substantial benefits from the activities and programs to be provided and conducted by the YMCA for members and program participants through membership privileges, at other YMCA's in the Rowan-Cabarrus areas and nationally where City employees work or travel; and

WHEREAS, pursuant to the provisions of North Carolina General Statutes Section 160A-162(b) the City may provide fringe benefits for its employees and additional corporations.

NOW THEREFORE, in consideration of the covenants and provisions contained in this Agreement, the City and the YMCA hereby agree as follows:

1. City shall provide an employee and retiree benefit option ("Benefit") to all of its present and future full-time and regular part-time employees and City of Kannapolis LGERS retired employees during the City's fiscal year 2024-2025 beginning on or before July 1, 2024 and ending June 30, 2025 (the "Term") consisting of approximately 600 eligible employees and retirees.
 - (a) YMCA to provide all corporate membership benefits to City employees (i.e. fitness assessments, training consultation, group exercise classes, etc.) and retired employees.
2. YMCA shall accept membership for all eligible City employees and retirees at a single adult membership classification. Additional fees for household membership or other multi-party membership classifications will be paid by employees and retirees individually.
 - (a) City employees and retirees desiring to add a spouse, children or family to the membership may do so by paying the difference. (\$12 additional for spouse, \$12 for children, \$24 for family/month).

3. Twice annually (June and December) City will provide a list of active City employees and retired employees eligible for the Benefit. Applications for membership must be presented in person by the employee or retiree at the YMCA Branch located at 101 YMCA Drive, Kannapolis, North Carolina at which time they will be required to present their employee badge.
4. As consideration for the memberships provided in accordance with this Agreement, City shall make quarterly payments to YMCA of Thirty One Thousand Dollars (\$31,000.00) beginning on or before August 1, 2023, with like sums on October 1, 2024, January 1, 2025, and April 1, 2025, for the membership opportunity offered to City employees and retired employees.
5. All memberships shall be applicable to and through Cannon YMCA Kannapolis although each employee exercising the membership option shall have privileges at all Rowan-Cabarrus YMCA facilities and all YMCA facilities nationally.
6. YMCA and City will work annually to provide a diverse menu of recreational services to City residents without competing programs.
 - (a) City shall support YMCA as the primary provider for after school programs and summer camps or periodic sports/specialty camps using Kannapolis City School facilities.
 - (b) YMCA shall support City as the primary provider for youth sports programs.
7. This Agreement may be renewed for an additional term or terms only by resolution of the Kannapolis City Council.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

CITY:

Michael B. Legg
City Manager

YMCA:

Jamie Morgan
President

This instrument has been pre-audited in the manner required by the “Local Government Budget and Fiscal Control Act”.

Finance Director



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council

From: Richard Smith, Planning Director

Subject: **PUBLIC HEARING:** Voluntary Annexation (A-2024-01) of approximately 0.516 +/- acres of non-contiguous property located at 2105 Fowler St. and consider a motion to extend the Corporate Limits of the City of Kannapolis. **(APPROVED UNANIMOUS)**

Action Requested by City Council

1. Hold a Public Hearing for Case A-2024-01 to consider the voluntary annexation of approximately 0.516 +/- acres of non-contiguous property located at 2105 Fowler Street and further identified as Rowan County Parcel Identification Number 144A02204.
2. Consider adopting the Annexation Ordinance.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The applicant and property owner, Ray Kavelish, has submitted an application for voluntary annexation of approximately 0.516 +/- acres of non-contiguous property located at 2105 Fowler Street.

On July 8, 2024, City Council adopted a Resolution of Intent to Annex the subject property; authorized the Clerk to Investigate the Intent to Annex; Certify the Sufficiency of the Petition; and established a public hearing date of July 22, 2024.

The property is further identified as Rowan County Parcel Identification Number 144A02204 and is currently located in an unincorporated area of Rowan County in the Extra Territorial Jurisdiction (ETJ) of the City of Kannapolis. This voluntary annexation request has been made in order to further subdivide the property and in order to receive city services for the sites.

Fiscal Implications

None

Policy Issues

The subject property is located at 2105 Fowler Street in an unincorporated area of Rowan County that is currently zoned Residential 4 (R4). While the property is located outside the City's corporate limits, it is within the City's ETJ and has an existing City of Kannapolis zoning designation.

Legal Issues

Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 et seq., City Council must first direct the City Clerk to Investigate the Intent to Annex and to Certify the Sufficiency of the Petition. City Council must also fix a Public Hearing date for consideration of the petition. At its

July 8, 2024 meeting, City Council took action on all of the aforementioned items and set a Public Hearing date for July 22, 2024.

Recommendations and Alternate Courses of Action

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

Attachments

1. Annexation App
2. Vicinity
3. A-2024-01
4. A-2024-01-BW
5. 2105 fowler St. Annexation Map
6. A-2024-01 Resolution Directing Clerk to Investigate Intent to Annex
7. Certificate of Sufficiency A-2024-01
8. A-2024-01 Resolution of Intent to Annex and Fix Date of PH
9. Public Notice Ad CC July 22 2024
10. A-2024-01 Annexation Ordinance



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

Petition for Non-Contiguous Annexation

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

ANNEXATION REQUEST

Approval authority – City Council.

Property Address: 2105 Fowler St Kannapolis NC

Applicant: Battwork Construction Services

Address: 9815 Sam Furr Rd Suite J #276

City: Huntersville

State: NC

Zip: 28078

Contact number: 412-592-2015

Email: raykavelish@gmail.com

SUBMITTAL CHECKLIST

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

PROCESS INFORMATION

Annexation involves two (2) separate City Council meetings:

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

Second meeting: City Council will review the petition and either approve or decline the annexation request:

1. Newspaper notification at least ten (10) days prior to the second Council meeting
2. Notification to the County or municipality from which the subject property is being annexed
3. Public Hearing
4. State recordation of the Resolution to Extend the Corporate City Limits, the signed/stamped 18X24" survey (can not be stamped as preliminary) and the Metes and Bounds Description.

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

Applicant's Signature: Ray Kavelish

Date: 5/30/2024



Planning Department
401 Laureate Way
Kannapolis, NC 28081
704.920.4350

PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Approval authority – City of Kannapolis City Council

DATE: 5/30/2024

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

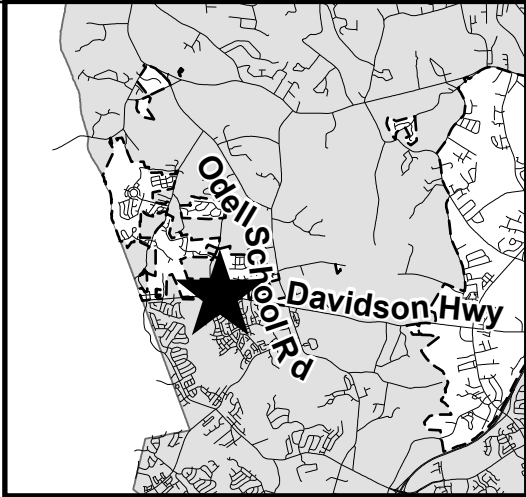
1. We, the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Kannapolis.
2. The area to be annexed, located at 2105 Fowler St Kannapolis NC, further identified as _____, County Parcel Identification Number 144A02204, is non-contiguous to the primary limits of the City of Kannapolis, is approximately .516 acres, and the boundaries of such territory are as follows:

See Attached Signed, Stamped Survey Map and Metes and Bounds Description

3. This petition is signed by all property owners of the area to be annexed.
4. ☒ The undersigned owners acknowledge that the following City service(s) is (are) not presently available for immediate taps upon annexation: water ☒ sewer ☒; and, subsequently agree that the City shall not provide water and sewer service to the area to be annexed except in accordance with the City's standard water and sewer policy.
5. Please check ONE box below:
☐ The undersigned owners declare that zoning vested rights have been established on the area to be annexed under G.S. 160D-108 or G.S. 160D-108.1 and provide proof of such rights by attachment hereto.
☒ The undersigned owners hereby declare that no such vested rights have been established and that any vested rights previously acquired are hereby terminated.

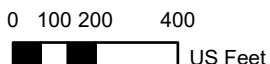
	<u>Name</u> (print or type)	<u>Address</u>	<u>Signature*</u>
1.	Ray Kavelish	10937 Dry Stone Dr Huntersville NC 280782105	Ray Kavelish
2.			
3.			
4.			

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

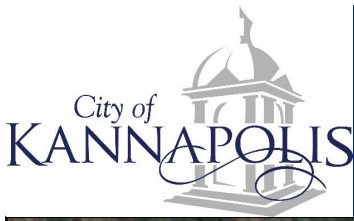


Vicinity Map

Case Number: A-2023-05
Applicant: Alpesh Patel
9600 Davidson Hwy



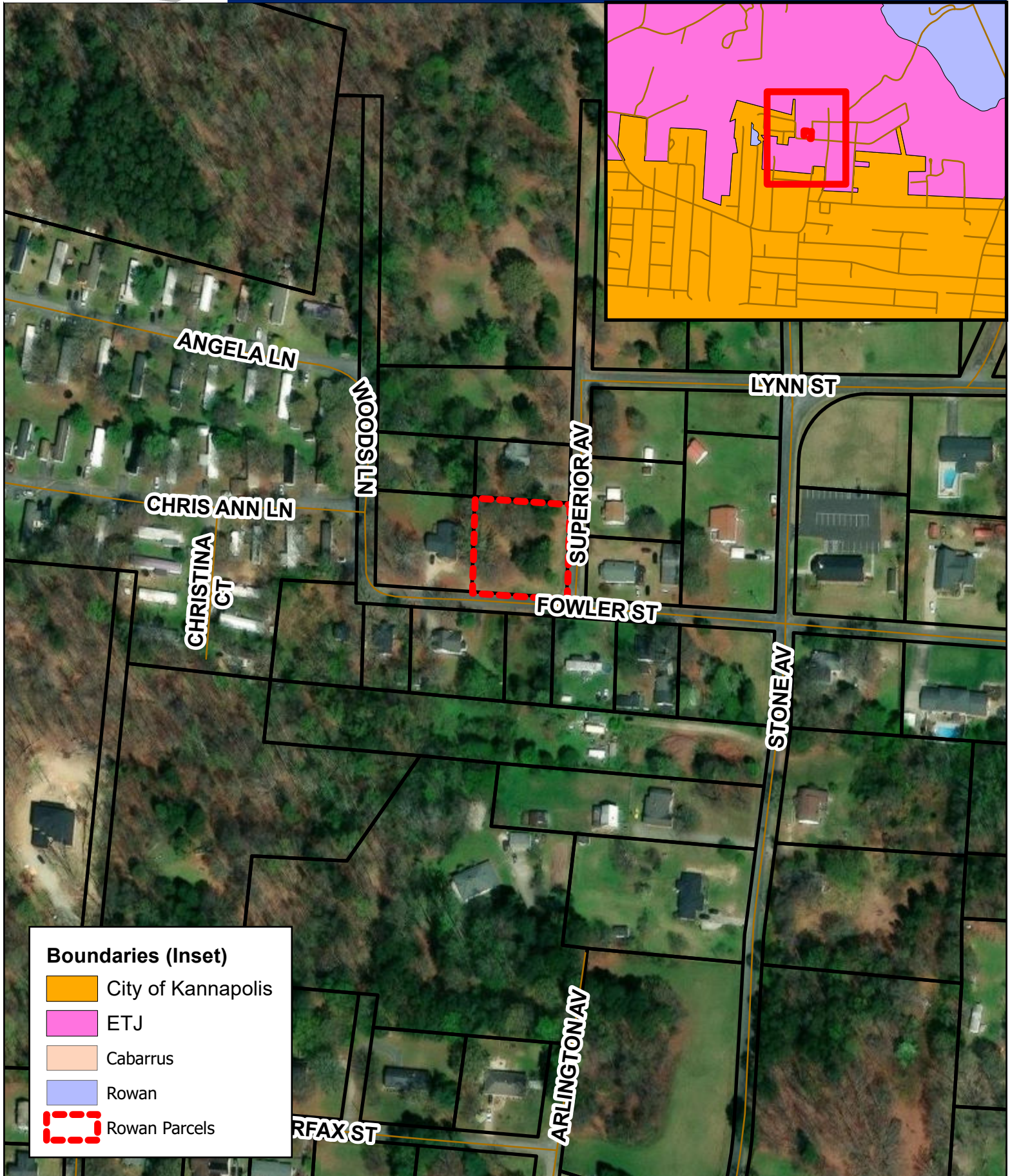
- | | |
|------------------------|------------|
| — Streets | Inset Map |
| ▭ Parcels | ▭ Cabarrus |
| ▭ City of Kannapolis | ▭ Rowan |
| ▭ Voluntary Annexation | ▭ ETJ |

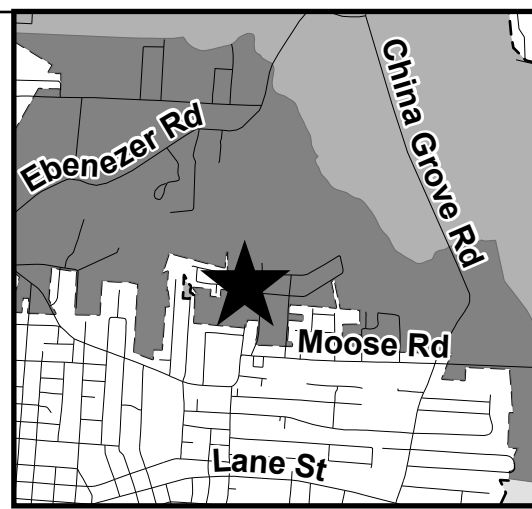


Vicinity Map

Case Number: A-2024-01

Applicant: Battwork Construction Services
2105 Fowler St





Angela Ln

Chris Ann Ln

Superior-Ave

Lynn-St

Fowler-St

Stone-Ave



Vicinity Map



0 45 90 180
US Feet

Streets

Parcels

City of Kannapolis

Voluntary Annexation

Inset Map

Cabarrus

Rowan

City of Kannapolis

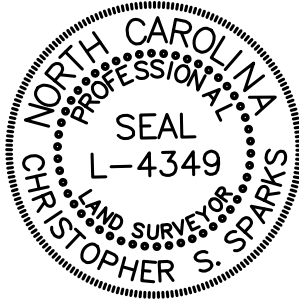
ETJ

Case Number: A-2024-01
Applicant: Battwork Construction
Services
2105 Fowler St

I, Christopher S. Sparks, certify that this map was drawn by me from an actual survey made by me deed description recorded in Book 1418 Page 943, etc.) (other); (that the ratio of precision as calculated by latitudes and departures is 1:10,000+; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 39 Page 109; that this map was prepared in accordance with G.S. 47-30, as amended.

This plat is of another category, such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of subdivision. PRELIMINARY NOT

Registration Number



I hereby certify that this plat is exempt from the subdivision regulations of the City of Kannapolis due to its exclusion from the definition of a subdivision as established by NCGS 160d-802(a)

STATE OF NORTH CAROLINA
CABARRUS COUNTY

I, _____ Review Officer of Cabarrus County certify that this map or plat to which this certification is affixed meets all statutory requirements for recording.

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF KANNAPOLIS AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION TO THE CITY OF KANNAPOLIS FOR CONSIDERATION OF SETBACK LINES AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE, EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF KANNAPOLIS AND FURTHER, THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS OF SUCH AREAS OR PORTION OF ONE OR MORE AREAS PRIOR TO THE CERTIFICATION OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS WHICHEVER OCCURS LATER.

Notes:

1. Iron pins at all lot corners unless otherwise noted.
2. Property may be subject to recorded or unrecorded rights-of-way or easements not observed.
3. Property is not located within 2000' of a NCGS monument.
4. Property is not located in a flood hazard area per FEMA Flood Insurance Rate Map 3710562400L, with an effective date of November, 16th 2018.
5. This property is not located within a watershed.
6. Purpose of this Plat is to subdivide parcel #144A02204
7. Total Site Acreage = 0.516 ACRES
8. Approval of this plat does not permit the owner the right to alter pipe, fill, or relocate any existing drainage feature located on the without submitting engineering plans for review and approval to the City of Kannapolis and other appropriate state agencies.
9. This property is served with public water and sewer.
10. Water and sewer are available for these lots in certain locations. Sanitary Sewer laterals and water meters are not to be located in driveway.
11. Driveway locations shall be constructed in accordance with City of Kannapolis UDO driveway design standards and require a subgrade inspection prior to construction.

E.P. EDGE OF PAVEMENT
E.I.P. EXISTING IRON PIN
N.I.P. NEW IRON PIN
C.P. COMPUTED POINT
C.B. CATCH BASIN
E.P. EDGE OF PAVEMENT
R/W RIGHT OF WAY
W.M. WATER METER
R.C.P. REINFORCED CONCRETE PIPE

- _____ SETBACKS
 _____ PROPERTY LINE
 _____ ADJOINERS PROPERTY LINES
 _____ RIGHT-OF-WAY

-  MANHOLE S.M.H.
 FIRE HYDRANT F.H.
 WATER VALVE W.V.

PID#144A059
BRENDA KING
DB.9997 PG.272
PB.9995 PG.539

(TIE TO E.I.P.)
 $\xrightarrow{\quad}$
 $\frac{86^{\circ}09'50''}{153.28'} \text{ E}$

PID#144A02203
TERRY TROUTMAN
DB.1196 PG.648
PB.9995 PG.539

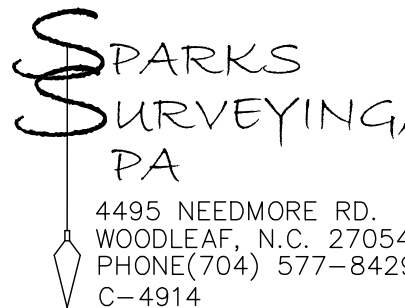
Lot#1
11245 Sq. Feet
0.258 Acres

Lot#2
11245 Sq. Feet
0.258 Acres

FOWLER ST.
30' PUBLIC R/W (PB.9995 PG.539)

CURRENT OWNER
KADA ENDEAVOR ENTERPRISES LLC
2105 FOWLER ST.
KANNAPOLIS, N.C. 28083

ZONED: R4
25' FRONT YARD
25' REAR YARD
10' SIDE YARD
18.75' SIDE STREET
MIN LOT WIDTH = 75'



EXEMPT SUBDIVISION PLAT
OF
2105 FOWLER ST.
KANNAPOLIS, NC 28083

PIN #144A02204
DB 1418 PG 943
LOT#61-66 MB.9995 PG.539
NUMBER 4 TOWNSHIP CABARRUS COUNTY

DESCRIPTION:
RECORD PLAT

Scale: 1" = 20' Date: 4/10/24



**RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE AN INTENT TO ANNEX: A-2024-01**

WHEREAS, City Council may initiate annexation of noncontiguous property owned by the petitioners by adopting a resolution stating its intent to annex the property of the area described herein; and

WHEREAS, N.C.G.S Chapter 160A-58 *et seq*, provide that the sufficiency of the petition shall be investigated by the City Clerk of the City of Kannapolis, North Carolina before further annexation proceedings consistent within the intent to annex can take place; and

WHEREAS, City Council of the City of Kannapolis, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the intent to annex;

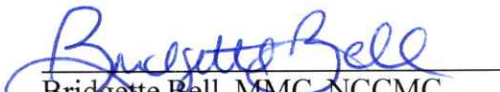
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kannapolis, North Carolina that:

The City Clerk is hereby directed to investigate the sufficiency of the above-described intent to annex under N.C.G.S. Chapter 160A-58 *et seq* and to certify as soon as possible to the City Council the result of the investigation.

ADOPTED this the 8th day of July 2024


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

CERTIFICATE OF SUFFICIENCY
A-2024-01

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

I, Bridgette Bell, City Clerk, do hereby certify that pursuant to NCGS Chapter 160A-58 *et seq.*, I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City of Kannapolis, North Carolina, this the 8th day of July 2024.


Bridgette Bell, MMC, NCCMC
City Clerk



Resolution #2024-27

**RESOLUTION OF INTENT TO ANNEX AND FIX DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION: A-2024-01**

WHEREAS, pursuant to N.C.G.S Chapter 160A-58 *et seq.*, the City Council may initiate annexation of real property not contiguous to the City's boundary pursuant to a Petition for Annexation by all property owners located therein by adopting a Resolution stating its intent to annex the property described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Kannapolis, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Laureate Center, 401 Laureate Way, Kannapolis, NC at 6:00 PM on the 22nd day of July 2024.

Section 2. The area proposed for annexation is described as follows:

Beginning at an existing iron pin on the northern right of way of Fowler St, being the southeasterly most corner of the Terry Troutman property (Db.1196 Pg.648) ;thence N 00°43'00" E a distance of 150.16' to an existing iron pin ; thence S 85°54'42" E a distance of 75.03' to a computed point; thence S85°54'42" E a distance of 75.03' to an existing iron pin on the western right of way of Superior Ave. ; thence along the western right of Superior Ave. S 00°44'34" W a distance of 150.15' to a point on the northern right of way of Fowler St; thence along the northern right of way of Fowler St N 85°54'42" W a distance of 75.00' to a computed point; thence N 85°54'42" W a distance of 75.00' to an existing iron pin; which is the point of beginning, having an area of 22489.6 square feet, 0.516 acres.

Section 3. Notice of public hearing shall be published in the Independent Tribune on July 12 and 18th, 2024

ADOPTED this the 8th day of July 2024.


Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk



Order Confirmation

Order# 0000872787

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 hdrclifr Pam

Fax: 7049337463
Email: ap@kannapolisnc.gov

Total Amount \$343.40

Payment Amount \$343.40

Amount Due \$0.00

Tax Amount: 0.00

Payment Meth: Credit - Debit Card

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

0 0 1

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000872787-01	CLS Legal	2 X 34 li	\$0.00

Production Method
AdBooker (liner)

Production Notes

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
CON Independent Trib	C-Legal Ads	Legal Notices	2

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

Run Dates 7/12/2024, 7/18/2024

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
NCC Online	C-Legal Ads	Legal Notices	7

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

Run Dates 7/12/2024, 7/13/2024, 7/14/2024, 7/15/2024, 7/16/2024, 7/17/2024, 7/18/2024

TagLine: NOTICEOFPUBLICHEARING401LAUREATEWAYKANNAPOLISNCCITYCOUNCILMEETINGMONDAYJULY22
2024AT600PMVOLUNTARYANNEXATIONA202401PUBLICHEA



NOTICE OF PUBLIC HEARING
401 Laureate Way, Kannapolis, NC

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

Voluntary Annexation A-2024-01 - Public Hearing to consider the voluntary noncontiguous annexation of approximately 0.516 +/- acres located at 2105 Fowler Road and further identified as Rowan County Parcel Identification Number 144A02204.

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 hames@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: July 12, July 18, 2024.

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

Annexation 2024-01

WHEREAS, pursuant to Chapter 160A-58 *et seq*, the City Council has stated its intent to annex non-contiguous property as described below; and

WHEREAS, City Council has by resolution set and held a public hearing on the question of this annexation at Kannapolis City Hall, located at 401 Laureate Way at 6:00 PM on the 22nd day of July 2024, after due notice by the Independent Tribune newspaper on the 12th and 18th days of July; and

WHEREAS, City Council finds that the public health, safety and welfare of the City of Kannapolis, North Carolina and of the area proposed for annexation will be best served by annexing the area described.

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

Section 1. By virtue of the authority granted pursuant to N.C.G.S. Chapter 160A-58 *et seq*, the following described territory is hereby annexed and made part of the City of Kannapolis, North Carolina as of the 22nd day of July 2024, and being more particularly described as 2105 Fowler Street and further identified as Rowan County Parcel Identification Number 144A02204:

Beginning at an existing iron pin on the northern right of way of Fowler St, being the southeasterly most corner of the Terry Troutman property (Db.1196 Pg.648) ;thence N 00°43'00" E a distance of 150.16' to an existing iron pin ; thence S 85°54'42" E a distance of 75.03' to a computed point; thence S85°54'42" E a distance of 75.03' to an existing iron pin on the western right of way of Superior Ave.; thence along the western right of Superior Ave. S 00°44'34" W a distance of 150.15' to a point on the northern right of way of Fowler St; thence along the northern right of way of Fowler St N 85°54'42" W a distance of 75.00' to a computed point; thence N 85°54'42" W a distance of 75.00' to an existing iron pin; which is the point of beginning, having an area of 22489.6 square feet, 0.516 acres

Section 2. Upon and after the 22nd day of July 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Kannapolis, North Carolina and shall be entitled to the same privileges and benefits as other parts of the City of Kannapolis, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

Section 3. The Mayor of the City of Kannapolis, North Carolina shall cause to be recorded in the office of the Register of Deeds of Rowan County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Adopted this 22nd day of July 2024

Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Walter M. Safrit, II, City Attorney



Kannapolis City Council

City Council Agenda Staff Report

July 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 (**APPROVED UNANIMOUS**)

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. City Council approved an offer to purchase the property in April; however the sale fell through after the buyer terminated the purchase agreement. The City has received another offer to purchase the property for \$530,000 to construct a daycare facility. The proposed purchase price is the same as the first offer received in April.

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 (ClayCon)
2. Purchase Agreement LOI - 6106 Old Macedonia Ct. Kannapolis, NC - ClayCon Development
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 ClayCon Development, LLC (“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 July 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

June 27, 2024

Ryan Kinney
New Branch RE
805 Trade St. Suite 102
Concord, NC 28027

Re: Letter of Intent to Purchase 1.47 acres at 6106 Old Macedonia Ct. Kannapolis, NC.

Dear Ryan,

On behalf of ClayCon Development, LLC, we are pleased to present this letter of intent for the purchase of the property described below. In these terms are acceptable, then we will prepare a Purchase and Sale Agreement to be signed by the applicable parties ("Purchase Agreement").

1. **Seller:** City of Kannapolis
2. **Buyer:** ClayCon Development, LLC
3. **Property:** Approximately 1.47 acres at 6106 Old Macedonia Court
4. **Purchase Price:** Five Hundred and Thirty Thousand Dollars (\$530,000.00)
5. **Deposits:** Buyer Shall deposit **Ten Thousand and No/100 Dollars (\$10,000.00)** ("Earnest Money Deposit") in escrow within **Five (5)** days of ratification of the purchase agreement between the parties ("Effective Date"). Unless otherwise noted, all deposits shall be held by ("Escrow Agent") and credited toward the purchase price at Closing or otherwise dispersed pursuant to the terms of the Purchase Agreement.
6. **Inspection Period:** Buyer shall have **Ninety (90) days with One (1) Thirty (30) day extension with an additional non-refundable EMD of \$5,000 applicable toward the Purchase Price** to inspect the property (Inspection Period).
7. **Permit Period:** Buyer shall have **One Hundred Twenty (120) days with EMD non-refundable but applicable to the purchase price following the Inspection Period with One (1) Thirty (30) day extension with an additional non-refundable EMD of \$10,000, to seek all necessary governmental approvals for the intended use of the property (Permit Period).**

8. **Subject to City Council Approval:** Acceptance of a buyer signed offer will be subject to Kannapolis City Council Approval.
9. **Closing:** Closing shall occur no later than **Thirty (30) days** after the end of the permit period.
10. **Commissions:** Buyer and Seller represent and warrant to each other that neither party has any obligation to pay and commission to any parties as a result of this agreement other than listing agent, New Branch RE and buyer agent, CBRE. Each party shall indemnify the other against any broker's or finder's fee claimed by any other person or entity to the extent such claim is based upon the alleged contract or agreement with the indemnifying party.

This proposed Purchase Agreement to be delivered to Seller within **ten (10) days** of acceptance of this Letter of Intent would contain such other terms and conditions not inconsistent with the foregoing as Buyer's attorney consider reasonable and appropriate to the transaction contemplated. If the foregoing is acceptable to you, please acknowledge your acceptance by returning a signed counterpart to this letter.

Once received and approved by Seller, we will prepare appropriate Purchase and Sale agreements for delivery to you. Until such definitive documentation is approved and executed by all parties, no binding agreement, rights, or obligations shall arise with respect to the proposed transaction.

This offer found in this Letter of Intent shall expire on June 14, 2024, unless otherwise determined.

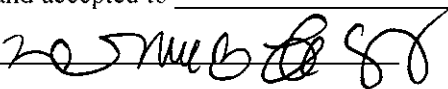
Sincerely,

Kivett Williams

Kivett Williams
CBRE

SELLER:

Agreed and accepted to _____ (Date)

By: 

BUYER:

Agreed and accepted to 07.10.2024 (Date)

By: 



EXHIBIT

A



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 ClayCon Development, LLC (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 Thousand Dollars (\$530,000.00) 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 July 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.

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, July 12, 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



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council

From: Michael Rattler, Director of Transportation & Environmental Services

Subject: **TRAFFIC CONTROL SCHEDULE** - Amendments to Schedule 6(a) No Parking Anytime, Schedule 6(b) No Parking 7AM–4PM, Schedule 8 Speed Limit, Schedule 10(a) Passenger Loading Zone, Schedule 10(b) Commercial Loading Zone
(APPROVED UNANIMOUS)

Action Requested by City Council

Amendments to Schedule 6(a) No Parking Anytime, Schedule 6(b) No Parking 7AM–4PM, Schedule 8 Speed Limit, Schedule 10(a) Passenger Loading Zone, Schedule 10(b) Commercial Loading Zone

Required Votes to Pass Required Action

Majority Present at Meeting

Background

It is recommended that the following changes be made to the Traffic Control Schedule.

Changes to Schedule 6(a)- No Parking Anytime:

Additions

1) West F Street, Section on South Side from South Main Street West for 100 Feet.

Changes to Schedule 6(b) No Parking 7AM-4PM:

Additions

1) East 2nd Street section from North Rose Avenue to North East Avenue

Changes in Schedule 8-Speed Limits are:

Speed Limit Change From 20 MPH to 35 MPH

- 1) North Main Street (SR1008) section from Martin Luther King Jr Avenue to Loop Road, speed limit changed from 20 MPH to 35MPH.
- 2) South Main Street (SR1008) section from Vance Street to Dale Earnhardt Boulevard, speed limit changed from 20 MPH to 35 MPH.

New Street Additions to the Schedule 8 Speed Limit 25 MPH

- 1) Winged Way
- 2) Lanvender Way
- 3) Swallowtail Lane
- 4) Nectar way
- 5) New Life Lane
- 6) Sanctuary Street

Changes to Schedule 10(a) Passenger Loading Zone

Additions

- 1) Laureate Way Section South side from 50 feet east of West Avenue East for 124 feet
- 2) Cannon Baller Way Section South Side from 50 feet west of West Avenue for 66 feet.
- 3) Cannon Baller Way section South side from 25 feet east of West Avenue for 44 feet.

10(b) Commercial Loading Zone

Additions

- 1) West A Street section south side from 135 feet east of West Avenue east for 60 feet.
- 2) Laureate Way Section South side from 50 feet east of West Avenue East for 124 feet
- 3) Cannon Baller Way Section South Side from 50 feet west of West Avenue for 66 feet.
- 4) Cannon Baller Way section South side from 25 feet east of West Avenue for 44 feet.

Rescind

- 1) West A Street Section north side from 25 feet east of Oak Ave and east for 68 feet

Fiscal Implications

None

Policy Issues

City Council's approval is required to modify traffic schedules so they can be enforced.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve Ordinances Amending Traffic Schedule 8 Speed Limit, Schedule 6(a) No Parking Anytime, Schedule 6(b) No Parking 7AM-4PM, Schedule 10(a) Passenger Loading Zone, and Schedule 10(b) Commercial Loading Zone. (Recommended)**
2. Take no action
3. Table to a future meeting

Attachments

1. Schedule 6(A)- No Parking Anytime Update 12 July 2024
2. Schedule 6(B) No Parking 7-4 update 12 July 2024
3. Schedule 8 Speed Limit Updates 12 July 2024
4. L Schedule 10a Passenger Loading Zone updated 12 July 2024
5. CL Schedule 10b Commercial Loading Zone updated 12 July 2024
6. Ordinance amending the Traffic Control Schedule

Schedule 6(A) No Parking Anytime

Street	Location	Dates	Number of Signs	Notes
Martin Luther King, Jr. Ave	Both sides from Cannon Boulevard (U.S. 29) to Main Street			
Brookdale Street	South side from Firehouse Drive, west 250 feet	7/1/2021	3	
Brookdale Street	South side from Firehouse Drive, east 90 feet	7/1/2021	2	
Firehouse Drive	Both sides from Brookdale Street, south 210 feet	7/1/2017	4	
Cannon Boulevard (U.S. 29)	Both sides from the northern City Limits to the southern City Limits		0	NCDOT
Dale Earnhardt Boulevard	Both sides from West C Street to City Limits		0	NCDOT
Dale Earnhardt Boulevard (N.C. 3)	Both sides from City Limits to City Limits		0	NCDOT
Denver Street	West side from East 1st Street to Brown High Drive	7/1/2017	2	
East "C" Street at Kannapolis Middle School	South Side from Flowe Avenue to Long Street	7/1/2018	7	
Glenn Avenue	Both sides beginning 425 feet south of McKnight Street south for 793 feet			
Glenn Avenue	425 feet south of the McKnight Street intersection on the east side of Glenn Avenue	8/1/2012	7	
Jackson Park Road	Both sides from Cannon Boulevard (U.S. 29) west to North Main Street (U.S. 29A)		0	NCDOT
Jackson Street	Both sides from Ruth Avenue to Grace Avenue			
Lane Street	Both sides from Cannon Boulevard (U.S. 29) east to the City Limits		0	NCDOT
North Loop Road	Both sides from North Main Street (U.S. 29-A) to West C Street		0	
North Main Street (U.S. 29-A)	Both sides from N Loop Rd to Martin Luther King, Jr. Avenue			
North Main Street (U.S. 29-A)	West Side from PVA Colonial Drive to West 8th Street			NCDOT
North Ridge Avenue	East side from East 1st Street north to Jackson Park Road		2	
North Rose Avenue	East side, from Martin Luther King, Jr. Avenue north to East 4th Street	8/1/2017	11	
North Rose Avenue	West side, from Martin Luther King, Jr. Avenue north to East 2nd Street	8/1/2017	7	
North Walnut Street	West side from West 8th Street north to West 9th Street			
Pine Street	Both sides from Westover Avenue to Hilltop Avenue	12/1/2020	8	
Pleasant Avenue	Both sides from Clifton Street, south to a point 800 feet south of Lombardi Street	7/1/2018	11	
Ruth Avenue	Both sides from Chipola Street north 775 feet	6/1/2017	14	
South Harding Street	Both sides from Cannon Boulevard (U.S. 29) to Wood Avenue			
South Juniper Street	South Side from Dale Earnhardt Blvd to West D Street		3	
South Ridge Avenue	East side from Martin Luther King, Jr. Avenue south to East C Street			
South Rose Avenue	Both sides from Martin Luther King, Jr. Avenue south for 300 feet	11/1/2014	12	
West 8th Street	North side From N. Main Street to N. Walnut Street	10/30/2000	12	
White Oak Drive	North side from Concord Lake Road (NC 3) to end of cul-de-sac	12/1/2017	5	
York Avenue	East side from East 1st Street south for 163 feet	12/1/2018	3	
York Avenue	West side from East 1st Street south for 127 feet	12/1/2018	2	
Coldwater Ridge Drive	All	3/13/2023		
Coldwater Ridge Drive EXT	All	3/13/2023		
Doffer Lane	All	3/13/2023		
Old Earnhardt Road	All	3/13/2023		
West F Street	South Side from S. Main Street West for 100 feet			New

SCHEULE 6(B) NO PARKING FROM 7AM TO 4PM

Street	Location	Dates
East 2nd Street	From N. Rose Ave to North East Ave	

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

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

SCHEDULE 8 SPEED LIMITS

Speed Limit	Street	Location (if other than entire street)	Subdivision / Neighborhood
25 MPH	Worrell Way		Georgetown Crossing
25 MPH	Fallen Acorn Lane		Childers Park
25 MPH	Parkette Street		Childers Park
25 MPH	Organ Pipe Drive		Concord Lake Townhomes
25 MPH	Oak Crest Drive		Concord Lake Townhomes
25 MPH	Senita Lane		Concord Lake Townhomes
25 MPH	Eagle Claw Drive		Concord Lake Townhomes
25 MPH	Claret Cup Drive		Concord Lake Townhomes
25 MPH	Mountain Ball Lane		Concord Lake Townhomes
25 MPH	Prickly Pear Drive		Concord Lake Townhomes
25 MPH	Glenn Ave		
25 MPH	Winged Way		Monarch Meadows
25 MPH	Lavender Way		Monarch Meadows
25 MPH	Swallowtail Lane		Monarch Meadows
25 MPH	Nectar Way		Monarch Meadows
25 MPH	New Life Lane		Monarch Meadows
25 MPH	Sanctuary Street		Monarch Meadows

Schedule 10(a) Passenger Loading Zone

Street	Location	Notes
Laureate Way	South side from 50 feet east of West Ave east for 124 feet	In Front of Gem Theater and Chop House 101
Cannon Baller Way	South side from 50 feet west of West Ave west for 66 feet	Beside 200 West Ave
Cannon Baller Way	South side from 25 feet east of West Ave east for 44 feet	Beside 201 West Ave

Schedule 10(b) Commercial Loading Zone

Street	Location	Notes
West A Street	North side from 25 feet east of Oak Ave east for 68 feet	Remove
West A Street	South side from 135 feet east of West Ave east for 60 feet	Add
Laureate Way	South side from 50 feet east of West Ave east for 124 feet	Add
Cannon Baller Way	South side from 50 feet west of West Ave west for 66 feet	Add
Cannon Baller Way	South side from 25 feet east of West Ave east for 44 feet	Add

ORDINANCE

BE IT ORDAINED that Section 10-121 of the Code of the City of Kannapolis is hereby amended by modifying Schedule 6(a) No Parking Anytime of the Traffic Control Schedule as follows:

Declare the Following No Parking Anytime

West F Street, South Side From South Main Street, West for 100 Feet

BE IT ORDAINED that Section 10-121 of the Code of the City of Kannapolis is hereby amended by modifying Schedule 6(b) No Parking 7AM to 4PM of the Traffic Control Schedule as follows:

Declare the Following No Parking 7AM -4PM Monday - Friday

East 2nd Street, Section From North Rose Avenue to North East Avenue

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

Speed Limit

Rescind the Following Speed Limits

20	North Main Street (SR1008) section from Laureate Way to Loop Road
20	South Main Street (SR1008) section from Vance Street to Dale Earnhardt Boulevard

Speed Limit

**Declare the Following Speed Limits
Speed Limit Changed**

35	North Main Street (SR1008) section from Laureate Way to Loop Road
35	South Main Street (SR1008) section from Vance Street to Dale Earnhardt Boulevard

BE IT ORDAINED that Section 10-121 of the Code of the City of Kannapolis is hereby amended by modifying Schedule 10 (a) Passenger Loading Zone of the Traffic Control Schedule as follows:

Declare the Following Passenger Loading Zone

Laureate Way Section South side from 50 feet east of West Avenue East for 124 feet.
Cannon Baller Way Section South Side from 50 feet west of West Avenue for 66 feet.
Cannon Baller Way Section South side from 25 feet east of West Avenue for 44 feet.
West A Street Section South side from 135 feet East of West Avenue for 60 feet.

BE IT ORDAINED that Section 10-121 of the Code of the City of Kannapolis is hereby amended by modifying Schedule 10 (b) Commercial Loading Zone of the Traffic Control Schedule as follows:

Rescind the Following Commercial Loading Zone

West A Street section north side from 25 feet east of Oak Avenue for 68 feet.

Declare the Following Commercial Loading Zone

Laureate Way Section South side from 50 feet east of West Avenue East for 124 feet.

Cannon Baller Way Section South Side from 50 feet west of West Avenue for 66 feet.

Cannon Baller Way Section South side from 25 feet east of West Avenue for 44 feet.

West A Street Section South side from 135 feet East of West Avenue for 60 feet.

Adopted this 22nd day of July 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC, City Clerk



Kannapolis City Council

City Council Agenda Staff Report

July 22, 2024

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **RESOLUTION - Kroger Opioid Settlement (APPROVED UNANIMOUS)**

Action Requested by City Council

Motion to adopt the Resolution authorizing the Execution of Kroger Opioid Settlement Documents

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In 2023, Attorney General Josh Stein and other attorneys general reached an agreement in principle with Kroger that would require the grocery chain to pay \$1.37 billion to participating state and local governments for its role in the opioid crisis. The settlement covers North Carolina and other states where Kroger operates under its own name or the name of a subsidiary (such as Harris Teeter here in North Carolina). Read the press release [here](#).

A maximum of just over \$40 million may be coming to North Carolina state and local governments between 2024 and 2034 to address the opioid crisis if all relevant local governments join the settlement. This chart shows the maximum amount that each local government stands to receive from the Kroger settlement, above and beyond the amounts they will receive from other opioid settlements and bankruptcy resolutions.

After North Carolina and other states approved the settlement in the Spring of 2024, Kroger agreed to move to the next stage of the settlement process, in which local governments in North Carolina and other participating states are invited to join the settlement. To maximize the funds available to North Carolina state and local governments under the settlement, all 100 counties and all municipalities with a population of 30,000 or over must join the settlement by August 12, 2024.

In addition to joining the settlement itself, local governments are asked to sign onto the Second Supplemental Agreement for Additional Funds (SAAF-2), which governs the allocation, use, and reporting of funds from the Kroger settlement.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Adopt Resolution authorizing the Execution of Kroger Opioid Settlement Documents.
2. Take no action.

Attachments

1. Kroger Opioid Resolution City of Kannapolis 7-22-24

**RESOLUTION BY THE CITY OF KANNAPOLIS
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND
APPROVING SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments to sign onto the settlements and SAAF-2 to demonstrate solidarity in response to the opioid overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Kannapolis City Council hereby authorizes the City Manager or his designee to execute all documents necessary to enter into

opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 22nd day of July, 2024.

Milton D. Hinnant Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

SEAL