



**CITY COUNCIL
WORK SESSION ACTION AGENDA
KANNAPOLIS CITY HALL
401 LAUREATE WAY, KANNAPOLIS, NC
AUGUST 12, 2024
4:30 PM**

Please Turn off Cell Phones or Place on Silent Mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

COMMUNITY ORGANIZATION AND CITY DEPARTMENT SPOTLIGHT

- A. City Department Spotlight - Planning Department, Planning & Zoning Commission and Board of Adjustment (Richard Smith, Planning Director)

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

- A. **BUDGET ORDINANCE AMENDMENT** - Reappropriation of Cash Reserves to Fund Projects from FY 24 to FY 25 (**APPROVED UNANIMOUS**) (Kristin Jones, Assistant to the City Manager, Jerome Blakeney, Director of General Services)
- B. **PAY AND CLASSIFICATION PLAN** - Approve FY24-25 Pay and Classification Plan (**APPROVED UNANIMOUS**) (Heather James, Human Resources Director)
- C. **BUDGET ORDINANCE AMENDMENT** - Appropriating Grant Funds for PD Wellness Initiative (**APPROVED UNANIMOUS**) (Kristin Jones, Assistant to the City Manager, Terry Spry, Chief of Police)
- D. **TRAFFIC CONTROL SCHEDULE** - Modifying Schedule 10(a) Passenger Loading Zone (**APPROVED UNANIMOUS**) (Michael Rattler, Director of Transportation & Environmental Services)
- E. **BUSINESS MEETING MINUTES** - July 22, 2024 (**APPROVED UNANIMOUS**) (Bridgette Bell, City Clerk)
- F. **MAY 20, 2024** - Correction of minutes (**APPROVED UNANIMOUS**) (Bridgette Bell, City Clerk)

BUSINESS AGENDA

- A. **PUBLIC HEARING - DA (2024-04)** - Zaxby's North Cannon Blvd. - Conduct a

Public Hearing and approve a Resolution approving the Ordinance approving the execution of the Development Agreement. **(APPROVED UNANIMOUS)** (Richard Smith, Planning Director)

- B. **PRESENTATION** - Implementation Plan - Imagine Kannapolis Strategic Plan Projects FY 25 through FY 29 **(NO ACTION REQUIRED)** (Mike Legg, City Manager)
- C. **BID AWARD** - City Hall Renovations **(AWARDED BID BY 5-1 VOTE)** (Eddie Smith, Deputy City Manager)
- D. **BUDGET AMENDMENTS - (BA)** Strategic Plan Capital Projects **(TABLED BA#24-06 & BA#24-07). ALL BA'S WERE APPROVED BY A 5-1 VOTE.** (Mike Legg, City Manager, Brian Roberts, Finance Director)
- E. **NORTH LOOP ROAD PAVEMENT MARKING PLAN** - Authorize Staff to proceed with the previously approved roadway pavement marking plan. **(3-3 TIED VOTE. MOTION FAILED)** (Wilmer Melton, Assistant City Manager, Michael Rattler, Director of Transportation & Environmental Services)
- F. **PUBLIC HEARING AND PUBLIC COMMENTS POLICY** - Approve a City of Kannapolis Public Hearing and Public Comments Policy **(APPROVED UNANIMOUS)** (Mike Legg, City Manager, Walter Safrit, City Attorney)

CLOSED SESSION - GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege; G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area, and G.S. 143.318.11(a)(6) for the purpose of discussing personnel matters. (Mayor Pro tem Wilson)

MOTION TO ADJOURN

ADA Notice and Hearing Impaired Provisions

In accordance with 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
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: City Department Spotlight - Planning Department, Planning & Zoning Commission and Board of Adjustment

Action Requested by City Council

Presentation Only. No action required

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

Planning Director Richard Smith will give an update on the activities of the Planning Department, Planning and Zoning Commission and Board of Adjustment

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Presentation Only. No action required

Attachments

None



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council

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

Subject: **BUDGET ORDINANCE AMENDMENT** - Reappropriation of Cash Reserves to Fund Projects from FY 24 to FY 25 (**APPROVED UNANIMOUS**)

Action Requested by City Council

Adopt a Budget Ordinance amendment which appropriates fund balance to fund projects/purchase orders and/or contracts that took place in FY 24 but were unable to be completed.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The following projects started in FY 2024 but were unable to be completed due to vendor delays and supply chain issues and therefore the funding needs to be carried forward from last fiscal year (FY 24) to this fiscal year (FY 25).

The projects are grouped by department below:

City Manager:

- \$20,600 – Creech and Associates CH Shell Space Study and 2nd Floor (11100-48300)
- \$19,500 – Newmark Partners for land swap project appraisal (11100-48300)

Communications:

- \$49,283 – West Avenue sign re-build (11120-44300)
- \$4,735 – City website redesign and brochure (11120-43425)
- \$4,538 – Updated City Facility guide (11120-48300)

Human Resources:

- \$7,368– NeoGov Learn and perform subscription (11200-48000)

Information Technology:

- \$4,536 – NorthStar end of year training (11500-48000)
- \$10,112 – NorthStar City works integration (11500-48530)
- \$43,713 – Silverblaze implementation – customer portal (11500-48530)
- \$12,800 – Priority One Dispatch PD (11500-48530)

- \$10,995 – GrayKey licensing (11500-48530)
- \$33,120 – Kronos User base license fees for timekeeping/accruals (11500-48530)
- \$12,854 – Woolpert– related to NorthStar integration (11500-46200)
- \$22,202 – Mobile Communications for Downtown surveillance (11500-46200)
- \$28,240 – City Council speak upgrade (11500-46200)
- \$20,584 – Mobile Communications for door access for FS1 (11500-59500-FS1)
- \$12,668 – Mobile Communications change order for locks for FS 1 (11500-59500-FS1)
- \$18,373 – Mobile Communications for door access for FS 4 (11500-59500-FS4)
- \$3,742 – Mobile Communications change order for locks for FS 4 (11500-59500-FS4)
- \$6,238 – PO for data cabling at FS #1 (11500-59500-FS1)
- \$7,081 – PO for data cabling at FS #4 (11500-59500-FS4)
- \$2,056 – Fire station #4 alerting (11500-59500-FS4)
- \$2,375 – Fire station #1 alerting (11500-59500-FS1)
- \$74,379 – Audio visual equipment (11500-59500)

General Services:

- \$125,000 – Fire Stations #2 (11600-44300-FS2)
- \$120,000 – Fire Stations #3 (11600-44300-FS3)
- \$2,358 – Spare cassette for parking deck (11600-44300-DECK)
- \$10,691 – Automatic Doors at train station (11600-44300)
- \$17,790 – Service agreements for Fire Stations, Gem and City Hall (11600-48000)
- \$862 – Fire protection systems and backflow preventers (11600-48000)
- \$39,531 – FFE for FS #1 (11600-59500-FS1)
- \$85,355 – FFE for FS#4 (11600-59500-FS4)
- \$5,200 – Guardian system at FS#4 (11600-59500-FS4)

Stadium:

- \$1,821 – Creech and Associations for ballpark renovations (15200-48300)
- \$46,929 – Remaining consultant funding (15200-48300)
- \$10,090– Remaining capital X Funding (15200-59400)
- \$8,295– GCL Development contract for ballpark renovations (15200-59400)

Fire Department:

- \$933,903 - Replacement Engine-this engine was budgeted for in FY 22 and, due to heavy lead times, is expected to be delivered in August 2024 (12540-59500)
- \$967,186 – Fire Truck most recent purchase on co-op (12540-59500)
- \$84,676 – Vehicle maintenance efforts (12540-44200)

Signs and Markings:

- \$6,700 – Supplies for pavement markers (13300-48000)

Powell Bill:

- \$3,220,158- Powell Bill: Contract Resurfacing Streets (13400-48850)

Streets Department:

- \$180,000 – Opal Street repairs (13500-48000)
- \$336,055 – Asphalt patcher (13500-59500)

Engineering:

- \$139,257 – Project Hercules - Amazon Turn Lane (13000-48800)
- \$187,700 – Safe Streets for All study with DRMP (13000-48800)

Police Services:

- \$199,214 – Axon Body worn cameras and tasers (12035- 46400)
- \$548,752 – Police vehicles (12035-59500)
- \$227,061 – Upfits for vehicles (12035-59500)
- \$2,680 – Taser bundle with Axon (12070-46400)
- \$138,725 - Shop with a Cop (12050-46630)
- \$79,941 - Federal Asset Forfeiture (12065-46400-FEDER)
- \$76,235- State Asset Forfeiture (12065-46400-STATE)
- \$4,240 – Lawmen’s assault shield (12065-46400-STATE)

Parks:

- \$2,680 – Professional services for PR Master Plan/ Eastside Park PARTF (15010-48000)
- \$149,547 – Remaining in contracted services for cultural arts positions (15010-48000)
- \$23,500 - Professional services for Pickleball Courts at BCP (15010-48000)
- \$112,500 – Management services of the Swanee (15010-48300-SWANEE)
- \$210,553 –Village Park Green Room construction (15010-59400-VILPL)
- \$120,756 – Capital improvements for Village Park (15010-59400-VILPK)
- \$95,000 – Bakers Creek Capital improvements (15010-59400-BCPK)
- \$250,000 – Safrit playground equipment (15010-59500-SAFPK)
- \$231,558 – Safrit Park improvements (15010-59400-SAFPK)
- \$270,218 – Remaining Safrit Park improvements (15010-59400-SAFPK)
- \$56,128 – Pleasant Park lighting remaining balance (15010-59400-DIXIE)
- \$4,800 – Service ticket with Barco for a projector (15010-48845-SWANEE)
- \$5,400 – Active financial optimization and training (15060-46630-ADLT)
- \$24,402 – Table, chairs, trash and recycling cans for West Avenue (15010-44300)
- \$368,377 – Remaining balance in the summer concert series line (15060-51441)

Water and Sewer Fund:

Distribution

- \$82,981 – Materials purchases such as pvc pipes, brass, hydrant registers (36100-46850)
- \$133,869 – Generator, replacement truck and equipment (36100-59500)
- \$4,950 – Parts for equipment (36100-44600)
- \$24,385 – Coddle Creek Rowan County survey (36100-48000)
- \$230,000 – Opal Street water main replacement work (36100-48000)
- \$180,000 – PFAS Study plus contingency (36100-48000)
- \$200,000 – Contracted services for tap/connection install (36100-48000)

Water Treatment Plant:

- \$9,887 – 30-inch spool (36200-44400)
- \$4,110 – Second Creek repair bands (36200-44600)
- \$50,000 – Second Creek dredging (36200-48000)
- \$9,900 – Lead and cooper rule compliance assistance (36200-48000)
- \$80,023 – Capital machinery and equipment (36200-59500)

Stormwater Fund

- \$83,800– Drainage improvement study (40000-48300)

Environmental Fund

- \$110,242 – Landfill expenses due to increase in fees (50000-48930)

Transit Fund:

- \$281,231 – Remaining capital in the transit fund for replacement capital outlay (77500-59500)

Fiscal Implications

This budget amendment appropriates fund balance in order to fund the following projects, purchase orders and/or contracts that took place in FY 24 but were unable to be complete due to vendor delays, supply chain issues, late start in the fiscal year, etc. The funding for these projects and expenditures rolled into Fund Balance at the end of the year. Therefore, an appropriation of fund balance must take place for the funding to be re-appropriated (carried forward) from FY 24 to FY 25.

An appropriation of fund balance is needed across 5 funds (General, Water and Sewer, Stormwater, Environmental and Transit).

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt a Budget Ordinance amendment which appropriates fund balance to fund projects/purchase orders and/or contracts that took place in FY 24 but were unable to be completed (Recommended).**
2. Take no action.
3. Table to a future meeting.

Attachments

1. Carry over BA for FY 25-25-01

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-01**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment appropriates fund balance to fund the following projects, purchase orders and/or contracts that took place in FY 24 but were unable to be completed. Therefore, an appropriation of fund balance must take place for the funding to be re-appropriated (carry forward) from FY 24 to FY 25.

The following list are the projects:

City Manager:

- \$20,600 – Creech and Associates CH Shell Space Study and 2nd Floor (11100-48300)
- \$19,500 – Newmark Partners for land swap project appraisal (11100-48300)

Communications:

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- \$4,110 – Second Creek repair bands (36200-44600)
- \$50,000 – Second Creek dredging (36200-48000)
- \$9,900 – Lead and cooper rule compliance assistance (36200-48000)
- \$80,023 – Capital machinery and equipment (36200-59500)

Stormwater Fund

- \$83,800– Drainage improvement study (40000-48300)

Environmental Fund

- \$110,242 – Landfill expenses due to increase in fees (50000-48930)

Transit Fund:

- \$281,231 – Remaining capital in the transit fund for replacement capital outlay (77500-59500)

SECTION I - General Fund

Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$10,213,916
Expenditure:	Increase: City Manager: Consultants Expenditure: 11100-48300	\$40,100
Expenditure:	Increase: Communications: RM Expenditure: 11120-44300	\$49,283
Expenditure:	Increase: Communications: Marketing Expenditure: 11120-43425	\$4,735
Expenditure:	Increase: Communications: Consultants Expenditure: 11120-48300	\$4,538
Expenditure:	Increase: Human Resources: Contracted Services Expenditure: 11200-48000	\$7,368
Expenditure:	Increase: IT: Contracted Services Expenditure: 11500-48000	\$4,536
Expenditure:	Increase: IT: Annual Maintenance Expenditure: 11500-48000	\$110,740
Expenditure:	Increase: IT: Small Tools and Equipment Expenditure: 11500-46200	\$63,296
Expenditure:	Increase: IT: Capital Expenditure: 11500-59500	\$74,379
Expenditure:	Increase: IT: Capital Expenditure: 11500-59500-FS1	\$41,865

Expenditure:	Increase: IT: Capital Expenditure: 11500-59500-FS4	\$31,252
Expenditure:	Increase: General Services: RM Expenditure: 11600-44300-FS2	\$125,000
Expenditure:	Increase: General Services: RM Expenditure: 11600-44300-FS3	\$120,000
Expenditure:	Increase: General Services: RM Expenditure: 11600-44300-DECK	\$2,358
Expenditure:	Increase: General Services: Capital Expenditure: 11600-59500-FS4	\$90,555
Expenditure:	Increase: General Services: Capital Expenditure: 11600-59500-FS1	\$39,531
Expenditure:	Increase: General Services: Contracted Svc Expenditure: 11600-48000	\$29,343
Expenditure:	Increase: Stadium: Consultants Expenditure: 15200-48300	\$48,750
Expenditure:	Increase: Stadium: Capital Improvements Expenditure: 15200-59400	\$18,385
Expenditure:	Increase: Fire: Emergency Services: Capital Expenditure: 12540-59500	\$1,901,089
Expenditure:	Increase: Fire: Emergency Services: Vehicle Maint Expenditure: 12540-44200	\$84,676
Expenditure:	Increase: Signs: Contracted Services Expenditure: 13300-48000	\$6,700
Expenditure:	Increase: Powell Bill: Resurfacing Contract Expenditure: 13400-48850	\$3,220,158
Expenditure:	Increase: Streets: Contracted Services Expenditure: 13500-48000	\$180,000
Expenditure:	Increase: Streets: Capital Expenditure: 13500-59500	\$336,055
Expenditure:	Increase: Engineering: Engineering	\$326,957

	Expenditure: 13000-48800	
Expenditure:	Increase: Field Ops: PSS Expenditure: 12035-46400	\$199,214
Expenditure:	Increase: Field Ops: Capital Expenditure: 12035-59500	\$825,813
Expenditure:	Increase: Special Ops: PSS Expenditure: 12070-46400	\$2,680
Expenditure:	Increase: Police Grant: Supplies Target Kids Expenditure: 12050-46630	\$138,725
Expenditure:	Increase: Police: Asset Forfeiture Expenditure: 12065-46400-FEDER	\$79,941
Expenditure:	Increase: Police Asset Forfeiture Expenditure: 12065-46400-STATE	\$80,475
Expenditure:	Increase: Parks and Recreation: Contracted Svs Expenditure: 15010-48000	\$175,727
Expenditure:	Increase: Parks and Recreation: Consultants Expenditure: 15010-48300-SWANE	\$112,500
Expenditure:	Increase: Parks and Recreation: VP Capital Imp. Expenditure: 15010-59400-VILPK	\$331,309
Expenditure:	Increase: Parks and Recreation: BC Capital Imp. Expenditure: 15010-59400-BCPK	\$95,000
Expenditure:	Increase: Parks and Recreation: SAF Capital Imp. Expenditure: 15010-59400-SAFPK	\$751,776
Expenditure:	Increase: Parks and Recreation: DIXIE Capital Imp. Expenditure: 15010-59400-DIXIE	\$56,128
Expenditure:	Increase: Parks and Recreation: Sound Expenditure: 15010-48845-SWANE	\$4,800
Expenditure:	Increase: Parks and Recreation: RM Expenditure: 15010-44300	\$24,402
Expenditure:	Increase: Parks and Recreation: Programs Expenditure: 15060-46630-ADLT	\$5,400

Expenditure:	Increase: PR Programs: Summer Event Expenditure: 15060-51441	\$368,377
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SECTION II- Water and Sewer Fund

Revenue:	Increase: Fund Balance Appropriation Revenue: 39900-39900	\$1,010,105
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Expenditure:	Increase: Distribution: Materials Expenditure: 36100-46850	\$82,981
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Expenditure:	Increase: Distribution: Capital Machinery Expenditure: 36100-59500	\$133,869
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Expenditure:	Increase: Distribution: Contracted Services Expenditure: 36100-48000	\$634,385
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Expenditure:	Increase: Distribution: RM Lift Station Expenditure: 36100-44600	\$4,950
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Expenditure:	Increase: WTP: RM Equipment Expenditure: 36200-44400	\$9,887
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Expenditure:	Increase: WTP: RM Lift Station Expenditure: 36200-44600	\$4,110
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Expenditure:	Increase: WTP: Contracted Services Expenditure: 36200-48000	\$59,900
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Expenditure:	Increase: WTP: Capital Expenditure: 36200-59500	\$80,023
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SECTION III- Stormwater Fund

Revenue:	Increase: Fund Balance Appropriation Revenue: 49900-39900	\$83,800
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Expenditure:	Increase: Stormwater: Consultants Expenditure: 40000-48300	\$83,800
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SECTION III- Environmental Fund

Revenue:	Increase: Fund Balance Appropriation Revenue: 59900-39900	\$110,242
Expenditure:	Increase: Environmental: Landfill Expenditure: 50000-48930	\$110,242

SECTION V- Transit Fund

Revenue:	Increase: Fund Balance Appropriation Revenue: 77500-39900	\$281,231
Expenditure:	Increase: Transit: Capital Expenditure: 77500-59500	\$281,231

This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Heather James, Human Resources Director
Subject: **PAY AND CLASSIFICATION PLAN** - Approve FY24-25 Pay and Classification Plan (**APPROVED UNANIMOUS**)

Action Requested by City Council

Motion to approve the FY 25 Pay and Classification Plan.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The FY25 pay and classification plan includes the following updates:

- -Integrates the 3% COLA into the pay ranges
- Adds two new position classifications (Revenue Collections Specialist - Customer Service, Crime Analyst/Data Specialist - Police Department)
- Adds three reclassifications (Water Treatment Plant Chief Operating Officer, Purchasing Manager and Accounting Operations Manager)

Fiscal Implications

The additional positions were accounted for in the adoption of the budget. All reclasses require no additional budgetary allocations.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to approve the FY 25 Pay and Classification Plan (Recommended).**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. FY25 Pay and Classification Plan

CITY OF KANNAPOLIS
PAY & CLASSIFICATION PLAN
EFFECTIVE 07/01/2024

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
				52	\$20,544	\$23,626	\$26,195	\$31,845
				53	\$21,572	\$24,808	\$27,504	\$33,436
				54	\$22,650	\$26,048	\$28,879	\$35,108
				55	\$23,786	\$27,354	\$30,326	\$36,868
				56	\$24,973	\$28,719	\$31,841	\$38,709
				57	\$26,221	\$30,154	\$33,432	\$40,643
1900	NE	Parks & Recreation	Concession Worker	58	\$27,533	\$31,662	\$35,104	\$42,676
				59	\$28,909	\$33,245	\$36,859	\$44,808
1901	NE	Parks & Recreation	Hospitality Assistant	60	\$30,354	\$34,908	\$38,701	\$47,049
1905	NE	Parks & Recreation	Park Attendant					
				61	\$31,871	\$36,653	\$40,637	\$49,401
1918	NE	Parks and Recreation	Hospitality Specialist	62	\$33,467	\$38,487	\$42,671	\$51,874
1915	NE	Parks & Recreation	Park Operations Specialist					
not in use	NE		Administrative Support Specialist	63	\$35,139	\$40,410	\$44,803	\$54,465
not in use	NE	General Services	Building Maintenance Technician I	64	\$36,896	\$42,430	\$47,041	\$57,188
not in use		Global	Construction Maintenance Worker I					
1300	NE	Customer Service	Customer Service Advocate					
1910	NE	Parks & Recreation	Park Maintenance Technician I					
5215	NE	General Services	Building Maintenance Technician II	65	\$38,740	\$44,552	\$49,395	\$60,048
1920	NE	Parks & Recreation	Park Maintenance Technician II					
1310	NE	Customer Service	Senior Customer Service Advocate					

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
5210	NE	General Services	Building Maintenance Technncian III	66	\$40,677	\$46,778	\$51,864	\$63,049
1405	NE	Global	Construction Maintenance Worker II					
1330	NE	Customer Service	Customer Care Representative					
1445	NE	Water & Sewer Distribution	Meter Service Technician					
1925	NE	Parks & Recreation	Park Maintenance Technician III					
1818	NE	Police	Park Ranger					
1800	NE	Police	Police Records Specialist					
1210	NE	Finance	Accounting Technician I	67	\$42,712	\$49,119	\$54,457	\$66,203
1345	NE	Customer Service	Customer Service Revenue Specialist					
5220	NE	General Services	Building Maintenance Technician IV					
1926	NE	Parks & Recreation	Park Maintenance Technician IV					
1010	NE	Global	Senior Administrative Support Specialist					
1450	NE	Water & Sewer Distribution	Warehouse Assistant					
1952	NE	Parks & Recreation	Assistant Athletics Coordinator	68	\$44,845	\$51,572	\$57,177	\$69,511
1934	NE	Parks & Recreation	Concessions Manager					
1422	NE	Global	Construction Maintenance Technician					
1408	NE	Global	Heavy Equipment Operator					
	NE	Water Resources	Lead Service Line Inventory Technician					
1930	NE	Parks & Recreation	Recreation Program Assistant					
1810	NE	Police	Telecommunicator					
1320	NE	Customer Service	Utility Billing Specialist					
1470/1471	NE	Water Treatment Plant	Water Treatment Plant Operator I / PT WTP I					
1220	NE	Finance	Accounting Technician II	69	\$47,091	\$54,154	\$60,041	\$72,990
		Police Fire Planning General Services City	Administrative Assistant					
1020	NE	Attorney						
1817	NE	Police	Evidence/Property Control Technician					
1705/1700	NE	Fire	Firefighter/ Firefighter P/T					
1423	NE	Water & Sewer Distribution	Locator					
4025	NE	Planning	Planning Technician					
1715	NE	Fire	Quality Assurance Coordinator					
1340	NE	Customer Service	Senior Utility Billing Specialist					
1460	NE	Water Treatment Plant	Water Quality Technician					
1465	NE	Water Treatment Plant	Water Treatment Plant Maintnenance Worker					

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
4030 1110 5400 1600 1935 1825 1815 1409 1455 1475	NE NE NE NE NE NE NE NE NE NE	Planning Communications Parks & Recreation Human Resources Parks & Recreation Police Police Environmental Services Water & Sewer Distribution Water Treatment Plant	Code Enforcement Officer Communications Specialist Grounds Manager Human Resources Technician Park Manager I Police Officer Trainee Telecommunicator Shift Supervisor Equipment Operator II Warehouse Manager Water Treatment Plant Operator II	70	\$49,441	\$56,857	\$63,037	\$76,633
1349 1425/1426 1348 1720 1850 1820 1805 1840 1865	NE NE NE NE NE NE NE NE NE NE	Customer Service Water Treatment Plant Global Customer Service Fire Water Resources Police Police Police Police Police	Billing and Collections Manager Water Treatment Plant Chief Operator Crew Chief Customer Service Manager Fire Engineer Lab Analyst Police Detective Police Officer Records Supervisor School Resource Officer (SRO) Training Coordinator	71	\$51,915	\$59,702	\$66,192	\$80,468
1230 1490 1350 / 1741 1940 1255 1816 1610	NE NE E NE NE NE NE	Finance Engineering Customer Service Fire Parks & Recreation Finance Police Human Resources	Accountant Engineering Technician Office Manager Park Manager II Payroll Administrator Police Planner/Accreditation Manager Human Resources Analyst I	72	\$54,510	\$62,687	\$69,500	\$84,491
1951 1430 1725 4020 1435 1950	NE NE NE NE NE NE	Parks & Recreation Global Fire Planning Public Works Parks & Recreation	Athletic Program Coordinator Crew Supervisor Fire Inspector Planner Planner/Scheduler Recreation Programmer/Special Events Coordinator	73	\$57,237	\$65,822	\$72,978	\$88,717

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
1729	NE	Fire	Assistant Fire Marshal	74	\$60,097	\$69,112	\$76,625	\$93,151
Not in use	NE	City Manager	Communications Multimedia Specialist					
1154 /1730	NE	City Manager / Fire	Community Engagement Specialist					
1882	NE	Police	Crime Anaylst / Video Specialist					
1498	NE	Engineering	Engineering Technician II					
6005	NE	IT	Technical Support Specialist					
4015	NE	Planning	GIS Specialist					
4031	NE	Planning	Senior Code Enforcement Officer					
1630	NE	Human Resources	Human Resources Analyst II					
1265	NE	Finance	Budget Analyst	75	\$63,102	\$72,568	\$80,455	\$97,809
5200	NE	General Services	Facility Manager					
1735	NE	Fire	Fire Captain					
1731	NE	Fire	Fire Vehicle Mechanic					
1739	NE	Fire	Safety and Logistics Officer					
1260/1262	NE	Finance	Senior Accountant / Sr Accountant P/T					
1860	NE	Police	Sergeant					
1861	NE	Police	Sergeant/Recruitment Officer					
1640	NE	Human Resources	Benefits Manager					
1480	NE	Water Treatment Plant	Water Treatment Plant Supervisor					
1120	E	City Manager	City Clerk	76	\$66,259	\$76,197	\$84,480	\$102,700
1491	E	Engineering	Civil Engineer I					
1250	NE	Finance	Purchasing Agent					
1615	E	Human Resources	Risk Manager					
6004	NE	Information Technology	Software Support Specialist					
1130	E	City Manager	Community Development Program A	77	\$69,571	\$80,007	\$88,703	\$107,835
6003	NE	Information Technology	Information Technology Analyst					
1494	E	Engineering	Engineer Technician Manager					
1275	NE	Finance	Accounting Operations Manager					
1235	NE	Finance	Purchasing Manager					
4010	NE	Planning	Senior Planner					

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
1740 1738 1728 1495 1870 1811 1737 1485	NE NE NE E NE NE NE E	Fire Fire Fire Global Police Police Fire Water Treatment Plant	Battalion Chief Health and Wellness Manager Fire Marshal Operations Manager Police Lieutenant Telecommunications Center Manager Training Manager Water Treatment Plant Manager	78	\$73,050	\$84,007	\$93,138	\$113,226
6002 1953 1954	E E E	Information Technology Parks & Recreation Parks & Recreation	Network Administrator Recreation Superintendent Parks & Recreation Superintendent	79	\$76,703	\$88,208	\$97,795	\$118,890
1619 1140	E E	Human Resources Customer Service	Assistant Human Resources Director Director of Customer Service	80	\$80,536	\$92,617	\$102,684	\$124,831
1754 4005 1155 1270 1880	E E E E E	Fire Planning City Manager Finance Police	Assistant Fire Chief Assistant Planning Director Communications and Marketing Director Deputy Finance Director Police Captain	81	\$84,564	\$97,248	\$107,820	\$131,076
1161 1492 6001	E E E	City Manager Engineering Information Technology	Assistant to the City Manager Civil Engineer II Senior Network Administrator	82	\$88,793	\$102,112	\$113,210	\$137,629
5000	E	General Services	General Services Director	83	\$93,230	\$107,216	\$118,869	\$144,507

Job Class	FLSA Status	Budget Location	Job Classification	Grade	Developmental Range Minimum - Midpoint			
					Hiring Range		Midpoint to Maximum Merit Range	
					Minimum	15%	Midpoint	Maximum
1497	E	Engineering	Assistant Director of Engineering	84	\$97,893	\$112,577	\$124,813	\$151,734
1885	E	Police	Deputy Chief of Police					
1755	E	Fire	Deputy Fire Chief					
1150	E	City Manager	Director of Economic & Community Development					
1620	E	Human Resources	Human Resources Director					
1955	E	Parks & Recreation	Parks & Recreation & Recreation Director					
1501	E	Storm Water	Director of Transportation and Environment	85	\$102,788	\$118,206	\$131,054	\$159,320
1502	E	Water Treatment Plant	Director of Water Resources					
4000	E	Planning	Planning Director					
1280	E	Finance	Finance Director	86	\$107,926	\$124,116	\$137,606	\$167,287
6000	E	Information Technology	Information Technology Director					
1496	E	Public Works	Director of Engineering	87	\$113,326	\$130,325	\$144,489	\$175,654
1890	E	Police	Chief of Police	88	\$118,990	\$136,839	\$151,712	\$184,434
1760	E	Fire	Fire Chief					
				89	\$124,940	\$143,681	\$159,299	\$193,658
1162	E	City Manager	Assistant City Manager	90	\$131,188	\$150,866	\$167,264	\$203,341
				91	\$137,746	\$158,408	\$175,625	\$213,506
				92	\$144,634	\$166,329	\$184,407	\$224,182
1160	E	City Manager	Deputy City Manager	93	\$151,864	\$174,644	\$193,628	\$235,390

Not Assigned to a Pay Grade

Administrative Intern - Flat rate position	Reserve Police Officer - Flat rate position
City Attorney	Santa - Flat Rate position
City Manager	
Finance Management Fellowship - Flat rate position	



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Kristin Jones, Assistant to the City Manager, Terry Spry, Chief of Police
Subject: **BUDGET ORDINANCE AMENDMENT** - Appropriating Grant Funds for PD Wellness Initiative (**APPROVED UNANIMOUS**)

Action Requested by City Council

Approve budget amendment #25-02 which appropriates grant funds for the KPD Wellness Initiative.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The Kannapolis Police Department was awarded a grant through the North Carolina Association of Chiefs of Police (NCACP) for Performance and Wellness in the amount of \$16,619.85. In 2021, the North Carolina General Assembly passed Session Law 2021-138, which introduced significant reforms aimed to improve policing and criminal justice in North Carolina. In an effort to support our law enforcement agencies with these changes, the General Assembly authorized funds to be deployed as grants administered by the NCACP to enhance the performance and wellness of its law enforcement agencies and their officers.

Fiscal Implications

This budget amendment funds the grant award for the Kannapolis PD for this wellness initiative.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. Motion to adopt budget amendment #25-02 which appropriates grant funds for the KPD Wellness Initiative (**Recommended**).
2. Do not approve the budget amendment.
3. Table to a future meeting.

Attachments

1. Kannapolis PD Award Letter
2. DOC072224-07222024151359
3. Budget Amendment for Grant Award for KPD



North Carolina Association of Chiefs of Police

Chief Terry L. Spry,

Congratulations! On behalf of the North Carolina Association of Chiefs of Police (NCACP), it is my pleasure to inform you that you have been awarded funding from the NCACP Performance and Wellness Grant in the amount of \$16,619.85.

In 2021, the North Carolina General Assembly passed Session Law 2021-138, which introduced significant reforms aimed to improve policing and criminal justice in North Carolina. In an effort to support our law enforcement agencies with these changes, the General Assembly authorized funds to be deployed as grants administered by the NCACP to enhance the performance and wellness of its law enforcement agencies and their officers.

In order to ensure the efficient and appropriate administration of the grant funds, a document is being provided for you to sign, acknowledging the acceptance of the grant funds, and that they will be used by your agency as indicated in your application and supporting documentation. Please sign this form and return it to NCACP Grant Manager, Steven Combs, at the following email address scombs@ncacp.org.

If your grant application involves a contract with a company in which there is a monthly payment for services, please provide the contract your agency has signed with this company, and a receipt for the first payment. The NCACP will then award funds for the first year of this contract once these documents are received.

The NCACP is grateful for all that you do to support and enhance the performance and wellness of your agency and its officers. If you have any questions please contact Grant Manager, Steven Combs, at 919.622.7524.

Sincerely,

Bill Hollingsed

Executive Director, North Carolina Association of Chiefs of Police

828.734.6847

bhollingsed@ncacp.org



NORTH CAROLINA ASSOCIATION OF CHIEFS OF POLICE
PERFORMANCE AND WELLNESS GRANT PROGRAM

ACCEPTANCE AGREEMENT

I, **Chief Terry L. Spry**, accept the funds in the amount of **\$16,619.85**, awarded to my agency through the North Carolina Association of Chiefs of Police Performance and Wellness Grant Program. I will only use these funds as described in my application and supporting documents. Any funds not used for this purpose will be returned to the North Carolina Association of Chiefs of Police.



Signature

Kannapolis Police Department

Agency

July 22, 2024

Date

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025
Amendment # 25-02**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: The Kannapolis Police Department was awarded a grant through the North Carolina Association of Chiefs of Police (NCACP) for Performance and Wellness in the amount of \$16,619.85. In 2021, the North Carolina General Assembly passed Session Law 2021-138, which introduced significant reforms aimed to improve policing and criminal justice in North Carolina. In an effort to support our law enforcement agencies with these changes, the General Assembly authorized funds to be deployed as grants administered by the NCACP to enhance the performance and wellness of its law enforcement agencies and their officers.

SECTION I - General Fund

Revenue:	Increase: Police Admin: State Grants Revenue: 12010-34000-NCACP	\$16,620
Expenditure:	Increase: Police Admin: Contracted Services Expenditure: 12010-48000-NCACP	\$16,620

This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Michael Rattler, Director of Transportation & Environmental Services
Subject: **TRAFFIC CONTROL SCHEDULE - Modifying Schedule 10(a) Passenger Loading Zone (APPROVED UNANIMOUS)**

Action Requested by City Council

Motion to approve the Ordinance rescinding Passenger Loading Zones for three areas within downtown

Required Votes to Pass Required Action

Majority Present at Meeting

Background

Several changes to Schedule 10(a) Passenger Loading Zone were approved at the July 22 Council meeting that were later determined by staff to be not compliant with ADA guidelines. After further review of options and costs to make the area compliant as passenger loading zones it was determined the best option was to remove the "passenger loading zone" designation and sign and stripe the areas as "loading only." Specifically, designating the area as passenger loading triggers additional ADA compliance that is not required for loading zones. Therefore, the following locations are recommended to be rescinded from Schedule 10(a) Passenger Loading Zones:

1. Laureate Way: Section south side from 50 feet east of West Avenue for 124 feet;
2. Cannon Baller Way: Section south side from 50 feet west of West Avenue for 66 feet; and
3. Cannon Baller Way: Section south side from 25 feet east of West Avenue for 44 feet.

Fiscal Implications

None

Policy Issues

City Council approval is required for any modifications to traffic schedules for them to be enforced.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to adopt an Ordinance rescinding the Passenger Loading Zone for three sections: Laureate Way: Section South side from 50 feet east of West Avenue for 124 feet; Cannon Baller Way: Section South side from 50 feet west of West Avenue for 66 feet; and Cannon Baller Way: Section south side from 25 feet east of West Avenue for 44 feet. (Recommended)**
2. Take no action.

3.Defer action to a future meeting.

Attachments

1. Traffic Control Schedule Ordinance

ORDINANCE

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:

Rescind the Following Passenger Loading Zone

Laureate Way Section south side from 50 feet east of West Avenue 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.

Adopted this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC, City Clerk



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: **BUSINESS MEETING MINUTES - July 22, 2024 (APPROVED UNANIMOUS)**

Action Requested by City Council

Approve minutes

Required Votes to Pass Required Action

Background

Fiscal Implications

Policy Issues

Legal Issues

Recommendations and Alternate Courses of Action

Attachments

1. 07-22-2024 Business

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES
July 22, 2024**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, July 24, 2024, at 6:00 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

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

Council Members Absent: None

City Manager: Mike Legg

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Wilmer Melton

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present: Kirk Beard Terry Spry
Gerald Faulkner Michael Rattler
David Jordan Tony Eury
Albaro Rayes Leo Pope
Richard Smith Alex Anderson
Irene Wong Gary Mills
Michael Dodge Tracy Winecoff

Others Present: Gerald Heffner Jayne Williams
Joshua Teague Judy Hammet
Steven Steinbacher Harris Watkins
Benjamin Vermeire Zachary Erwin
Darrell Lipe Yolanda Cooke
Sophia Wilkerson Mark Spitzer

CALL TO ORDER AND WELCOME:

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

Mayor Hinnant stated that the Council was testing out a new timer system for speakers. He explained that the timer would begin for three minutes after the speaker states their name and address. When the time counts down to the one-minute mark it would blink yellow and closer to the 30 seconds would blink red. Once the three minutes are up, the timer would sound with a loud buzzer indicating that the speaker's time had expired. The audience and Council would be able to see the countdown on the screen.

COMMUNITY ORGANIZATION AND CITY DEPARTMENT SPOTLIGHT

Community Organization Spotlight:

Cabarrus Arts Council (Liz Fitzgerald, Executive Director) (Copy included as Exhibit A) Ms. Fitzgerald presented a power point presentation on the Cabarrus Arts Council Strategic plan 2023-26. The Cabarrus Arts Council Advisory Council provides insight from the diverse audiences (cultural and geographic) we seek stronger connection to and builds networking opportunities and partnerships in support of the Arts Council's work with these communities. Council members serve as advisors, ambassadors and story tellers. Kannapolis representatives are Becky Tolle, Zaria Franklin, Matt Minchew, Neha Motley and Amos McClorey. This committee provides insight from diverse audiences (cultural and geographic) as they seek stronger connection to and build networking opportunities and partnerships in support of the Arts Council's work with these communities.

Ms. Fitzgerald provided some statistical information: Jobs and the Economy-Attendees spent on average \$27.18 per person per event beyond the cost of admission. \$7.6 million in economic activity in 2022 in Cabarrus County. \$2.1 million spent by nonprofit Arts and Culture Organizations supporting 36 jobs. 35.2% of attendees are nonlocal visitors traveling from outside the county. 60/4% of local attendees say they would have "traveled to a different community to attend a similar arts or cultural activity". 87% of arts and cultural attendees agree that the activity or venue "is inspiring a sense of pride in this neighborhood or community:" 80/1% agree that the venue or facility is "an important pillar for me within my community"

Council Member Dixon told Ms. Fitzgerald how much she and her family enjoyed the jazz concert at Kate's Garden in Midland.

1 Council Member Dayvault asked if there was any way that the City could help promote CAC's
2 events on our website. He stated that he, Mr. Legg and other Council members have served on the
3 CAC and there are a lot of good things that come to the Arts Council. Ms. Fitzgerald noted with
4 other cities when sending out the water bills, include an insert with information about what is
5 happening with the Arts Council.

6
7 City Department Spotlight: Police Department (Terry Spry, Chief of Police) (Copy included as
8 Exhibit B)

9 Chief Spry began his presentation by introducing Mille, a five-month-old Bernedoodle, the newest
10 member of the Police Department. Millie is a therapy dog and was donated to the Kannapolis
11 Police Department by Taylor Wise, owner of Dunkin Doodles in Waxhaw. While this is not the
12 first service dog at the Kannapolis Police Department, they have five K-9's. Millie is the first to
13 serve in the role of therapy dog. "Millie has already made a difference in our department. She is
14 helping us deal with the trauma of the difficult things we see every day," said Chief Spry. "When
15 they see her, our officers start to relax and smile. She is an uplifting part of our day." Lt. Justin
16 Smith is Millie's handler and the two have begun an eight-week AKC Certified Therapy Dog
17 training course. Afterward Millie will accompany Lt. Smith to the Police Department and be
18 available for any member of the department as a means of support during difficult incidents, or
19 simply to help ease day-to-day stress. "Once Millie completes her training you will see her at
20 community events and around City Hall serving as a therapy dog for other City Staff," Spry said.
21 "We are very appreciative of Taylor's gift of Mille to us. This gift of Millie and her connection to
22 our officers will play a significant role in ensuring we look after the mental health of our officers
23 and our community."

24
25 Chief Spry presented a power point presentation providing information on the department's
26 structure, staffing information, additional roles, training and the Commission on Accreditation for
27 Law Enforcement Agencies (CALEA). CALEA accreditation programs provide public safety
28 agencies with an opportunity to voluntarily meet an established set of professional standards that
29 agencies must meet stringent requirements. NCLM Risk Review process is a program designed to
30 assess the Police Departments adherence to best practices, court decisions and policies and
31 procedures related to high-liability activities in law enforcement and the NC Law Enforcement
32 Accreditation (NCLEA). The Police Department is engaged in numerous programs and services.
33 Community Watch, National Night Out, COPS Target Kids for Christmas (CTK), Toys for Tots,
34 Public Safety Cadets, Police Citizens Academy, Community BRIDGE Project, Bike Rodeo and a
35 patch coloring contest. The Police Department also provides services like active threat
36 presentations for businesses and churches, resident checks, security surveys for businesses,
37 churches and residents and child seat safety checks. They are also involved with awareness
38 campaigns such as Breast Cancer Awareness Patch (October), Autism Awareness Patch (April)

1 and Mental Health Wellness Patch (May). In his presentation, also recognized the five K-9
2 Partners.

3
4 Council Member Kincaid stated he has had the pleasure of serving on the CALEA Committee,
5 noting that this Committee take people just about as serious as they take the Police Officers. Mr.
6 Kincaid stated at one time the City got a lot of feedback about the Lane Street road diet and asked
7 Chief Spry for an update on crashes. Chief Spry stated without pulling any specific data and from
8 a visual aspect, there are not as many crashes at Ruth and Lane Street. He acknowledged that China
9 Grove Road is a very difficult intersection to get across, with limited site distance. Wright Avenue
10 is another one. But all have signalization and feel that it has greatly reduced the number of crashes.

11
12 Council Member Berry wants to know what is going on in her community and the neighborhood.
13 She watches the citizen reports every day and said everyone needs to look at it just for one day to
14 see the various things that the Police Department respond to and the Fire Department. She thanked
15 the Police and Fire for all they do.

16
17 **ADOPTION OF THE AGENDA- Motion to adopt agenda or make revisions**

18 Mayor Hinnant stated a revised agenda adding Business Agenda B- Public Hearing and Resolution
19 Authorizing the Sale of City owned property at 6106 Old Macedonia Ct and a Resolution Kroger
20 Opioid Settlement. There was no objection.

21
22 Council Member Jackson made a motion to approve the revised agenda. Motion was seconded by
23 Mayor Pro tem Wilson.

24
25 Council Member Dixon requested that Consent Agenda Item D, Administrative Updates – FY 24-
26 25 City Wide Fee Schedule be moved to the Business Agenda as Item E. Mayor Hinnant asked if
27 that was in the form of a motion. Mrs. Dixon stated so moved. Motion was seconded by Council
28 Member Kincaid and approved by unanimous vote.

29
30 Mayor Hinnant called for the question on the Council Member Jackson's motion to approve the revised
31 agenda. The motion was approved by unanimous vote.

32
33 **PROCLAMATIONS:**

34 Mayor Hinnant presented a Proclamation recognizing National Night Out.

35
36 **CONSENT AGENDA:**

37 Council Member Kincaid made a motion to approve the Consent Agenda. Motion was seconded
38 by Council Member Berry and approved by unanimous vote.

1 NCRR license agreement – Kannapolis train station platform (Wilmer Melton, Assistant City
2 Manager) (Copy included as Exhibit C)

3
4 Temporary Easement - Martin Luther King Jr Blvd. Bridge project (Wilmer Melton, Assistant City
5 Manager) (Copy included as Exhibit D)

6
7 Resolution - Grant application for lead service line inventory (Alex Anderson, Director of Water
8 Resources, Wilmer Melton, Assistant City Manager) (Copy included as Exhibit E)

9
10 Administrative Updates - FY24-25 city wide fee schedule (Kristin Jones, Assistant to the City
11 Manager) (Copy included as Exhibit F)

12
13 Amendments - FY 25 Rowan-Cabarrus YMCA and City of Kannapolis Agreement (Tina Cline,
14 Assistant City Manager) (Copy included as Exhibit G)

15
16 Minutes - July 08, 2024 (Bridgette Bell, City Clerk)

17
18 Closed Session Minutes - July 08, 2024 (Bridgette Bell, City Clerk)

19
20 **BUINESS AGENDA:**

21 **Public Hearing - Voluntary Annexation (A-2024-01) of approximately 0.516 +/- acres of non-**
22 **contiguous property located at 2105 Fowler St. and consider a motion to extend the**
23 **Corporate Limits of the City of Kannapolis. (Richard Smith, Planning Director) (Copy**
24 **included as Exhibit H)**

25 Mr. Smith provided information regarding the public hearing on the voluntary annexation of
26 approximately 0.516 +/- acres of non-contiguous property located at 2105 Fowler St. The applicant
27 and property owner, Ray Kavelish, has applied for voluntary annexation of approximately 0.516
28 +/- acres of non-contiguous property located at 2105 Fowler Street.

29
30 On July 8, 2024, City Council adopted a Resolution of Intent to Annex the subject property;
31 authorized the Clerk to Investigate the Intent to Annex; Certify the Sufficiency of the Petition; and
32 established a public hearing date of July 22, 2024.

33
34 The property is further identified as Rowan County Parcel Identification Number 144A02204 and
35 is currently located in an unincorporated area of Rowan County in the Extra Territorial Jurisdiction
36 (ETJ) of the City of Kannapolis. This voluntary annexation request has been made to further
37 subdivide the property to receive City services for the sites.

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

5 Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-58 et seq., City
6 Council must first direct the City Clerk to Investigate the Intent to Annex and to Certify the
7 Sufficiency of the Petition. City Council must also fix a Public Hearing date for consideration of
8 the petition. At its July 8, 2024, meeting, City Council acted on all the aforementioned items and
9 set a Public Hearing date for July 22, 2024.
10

11 There being no questions or comments, Mayor Hinnant opened the public hearing to those in
12 attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public
13 hearing.
14

15 Council Member Jackson made a motion to approve the Ordinance to extend the Corporate Limits
16 of the City of Kannapolis of approximately 0.516 +/- acres of non-contiguous property located at
17 2105 Fowler Street. Motion was seconded by Council Member Dayvault and approved by
18 unanimous vote.
19

20 **Public Hearing and adopt Resolution Authorizing the Sale of City owned property at 6106**
21 **Old Macedonia Ct (Irene Wong, Economic & Community Development Director) (Copy**
22 **included as Exhibit I)**

23 Ms. Wong provided background information regarding the sale of City owned property at 6106
24 Old Macedonia Church Road.
25

26 The City owns a 1.5-acre parcel on the west side of Kannapolis Pkwy at Hwy 73; it is the last
27 remaining parcel from the Gateway Business Park that the City developed more than 20 years ago.
28 City Council approved an offer to purchase the property in April; however, the sale fell through
29 after the buyer terminated the purchase agreement. The City has received another offer to purchase
30 the property for \$530,000 to construct a daycare facility. The proposed purchase price is the same
31 as the first offer received in April. Since the business park was funded with a CDBG Section 108
32 loan, 81.4% of the proceeds from the sale will need to go back to the City's CDBG account as
33 program income, which can then be used for CDBG eligible projects. The remaining 18.6% of the
34 proceeds will go back to the City's General Fund. This pro-rata amount is based on the original
35 investment into the business park of CDBG funds and General Funds.
36

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

1 Council Member Jackson asked about the previous purchase amount. Ms. Wong stated that the
2 previous purchase amount was \$5,000 more.

3
4 There being no questions or comments. Mayor Hinnant opened the public hearing to those in
5 attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public
6 hearing.

7
8 Mayor Pro tem Wilson made a motion to approve a Resolution Authorizing the Sale of City owned
9 property at 6106 Old Macedonia Court. Motion was seconded by Council Member Dixon and
10 approved by unanimous vote.

11
12 **Traffic Control Schedule - Amendments to Schedule 6(a) No Parking Anytime, Schedule 6(b)**
13 **No Parking 7AM–4PM, Schedule 8 Speed Limit, Schedule 10(a) Passenger Loading Zone,**
14 **Schedule 10(b) Commercial Loading Zone (Michael Rattler, Director of Transportation &**
15 **Environmental Services) (Copy included as Exhibit J)**

16 Mr. Rattler explained several amendments to the Traffic Control Schedule. Schedule 6(a) No
17 Parking Anytime, Schedule 6(b) No Parking 7AM–4PM, Schedule 8 Speed Limit, Schedule 10(a)
18 Passenger Loading Zone, Schedule 10(b) Commercial Loading Zone.

19
20 There being no questions or comments, Council Member Dayvault made a motion to approve the
21 Ordinance amending Schedule 6(a) No Parking Anytime, Schedule 6(b) No Parking 7AM–4PM,
22 Schedule 8 Speed Limit, Schedule 10(a) Passenger Loading Zone, Schedule 10(b) Commercial
23 Loading Zone. Motion was seconded by Council Member Dixon and approved by unanimous vote.

24
25 **Resolution - Kroger Opioid Settlement (Mike Legg, City Manager) (Copy included as**
26 **Exhibit K)**

27 Mr. Legg explained in 2023, Attorney General Josh Stein and other Attorney Generals reached
28 an agreement in principle with Kroger that would require the grocery chain to pay \$1.37 billion
29 to participating state and local governments for its role in the opioid crisis. The settlement covers
30 North Carolina and other states where Kroger operates under its own name or the name of a
31 subsidiary (such as Harris Teeter here in North Carolina).

32
33 A maximum of just over \$40 million may be coming to North Carolina state and local
34 governments between 2024 and 2034 to address the opioid crisis if all relevant local governments
35 join the settlement. This chart shows the maximum amount that each local government stands to
36 receive from the Kroger settlement, above and beyond the amounts they will receive from other
37 opioid settlements and bankruptcy resolutions. After North Carolina and other states approved
38 the settlement in the Spring of 2024, Kroger agreed to move to the next stage of the settlement

1 process, in which local governments in North Carolina and other participating states are invited
2 to join the settlement. To maximize the funds available to North Carolina state and local
3 governments under the settlement, all 100 counties and all municipalities with a population of
4 30,000 or over must join the settlement by August 12, 2024.

5
6 In addition to joining the settlement itself, local governments are asked to sign onto the Second
7 Supplemental Agreement for Additional Funds (SAAF-2), which governs the allocation, use, and
8 reporting of funds from the Kroger settlement. It is recommended that Council approve the
9 Resolution authorizing the Execution of Kroger Opioid Settlement Documents.

10
11 There being no questions or comments, Council Member Dixon made a motion to approve the
12 Resolution authorizing the Execution of Kroger Opioid Settlement Documents. Motion was
13 seconded by Council Member Berry and approved by unanimous vote.

14
15 **Administrative Updates – FY 24-25 City Wide Fee Schedule (Kristin Jones, Assistant to the**
16 **City Manager) (Copy included as Exhibit L)**

17 Mayor Hinnant deferred to Council Member Dixon.

18
19 Mrs. Dixon noted that the fee for replacing ID badges is being recommended to increase from \$10
20 to \$20. She realizes that the intent was to discourage the displacement of an ID badge but suggested
21 that the first incident be \$10, and any subsequent incidents charge \$20.

22
23 Mayor Pro tem Wilson made a motion to approve the administrative changes to the City-Wide Fee
24 Schedule as presented with the addition of Mrs. Dixon's request. Motion was seconded by Council
25 Member Dixon.

26
27 Council Member Berry asked about the convenience charge for the online reservations.

28
29 Mrs. Jones explained that the \$10-\$20 is just for the ID badge replacement. The convenience
30 charge for the Gem Theater is \$1.00 per ticket and the train ride is .50 or things such as the
31 Celebration of Lights activities. She said this is a fee that is charged by the online ticket company.

32
33 There being no questions or comments, Mayor Pro tem Wilson made a motion to amend the City-
34 Wide Fee Schedule to include Mrs. Dixon's suggestion. Council Member Dayvault seconded the
35 motion, and it was approved by unanimous vote.

36
37 **City Manager Comments:** None
38

1 **City Council Comments:** Mayor Pro tem Wilson asked about the time limit on speakers. Mayor
2 Hinnant noted that was one of the several suggestions and will be discussed at the next meeting.
3

4 **Speakers from the Floor:**

5 Gerald Hefner of 504 Nola Avenue stated he is a retired Kannapolis resident and spoke on the City
6 tax increase. His evaluation increased 54%, the City increased 34% and with the county, his overall
7 increase will be 44%, more than in the past. He stated he does not get cost of living increases and
8 was locked into 9 years of no pay increase. He feels the increase is too great noting the county
9 dropped their rate to 16.4% and the City has dropped theirs 7%. He knows the county started at
10 .73 cents per 100 valuation and the City was .63 cents. When people find out that their rates are
11 that high, they will be very upset. He reads the newspaper and knows what the fees are for and
12 respects Council for taking care of City employees, but in his 42 years of teaching, his pay was
13 locked in about 21 years. He understands the 55-year age group as they have an opportunity to
14 increase their pay yearly. He has always paid his taxes. He also knows the vote on the budget was
15 4-3 and when you are that close, something is wrong. He knows there is a certain date that Council
16 must have the tax rate set, but Council can go back and change the rate. He feels what is important
17 is that Council needs to take another look at the tax rate.
18

19 Zachery Erwin of 903 Applewood Avenue stated he hated to miss out on the budget discussions
20 last month but was at the beach. He wanted to bring up the matter of how much money the City
21 has in surplus. He thinks it is between \$11 and \$16 million dollars. He further stated that money is
22 designated for public use, whether it was in the form of a grant, tax money or whatever the source
23 may be, but is designed for public service. He does not understand why the City is sitting on such
24 a large amount for that long. It has been a few years since the surplus began to build. He stated we
25 need to do something about it. He understands there has been some time set aside in the upcoming
26 months to discuss what to do with that money. He offered a suggestion that a large portion of the
27 money be used toward the purchase of Midway field to use as an anchor project. He feels there is
28 a way for the City to choose what to do with it. He personally would use it for rental property and
29 athletics. When the weather is nice enough, the City can lease out the property and bring in foot
30 traffic from other places. With it being a central location in town, foot traffic could make its way
31 downtown. In time, the City could sell the property to other businesses that may want to expand
32 into a future midway development. The City has an opportunity to build from the anchor by the
33 foot traffic from people and groups that spend thousands of dollars on tournaments. It would give
34 people the opportunity to see that vibrancy.
35

36 Phil Goodman of 1005 Central Drive asked about the possibility of having the shuttles run on
37 Wednesday nights when there is a ball game downtown. He knows there are people who go all the
38 way to the other end of West Avenue and walk to the games. He does not think it would be that

1 expensive to use a couple of people to shuttle just on Wednesday nights. On another note, he
2 thanked whoever is responsible for fixing the microphones, noting he was able to hear all of
3 Council.

4
5 He grew up on Ruth Avenue and agrees with Chief Spry, there have been fewer wrecks. He further
6 stated that every mailbox on Ruth Avenue has been knocked down a minimum of three times. You
7 can see side view mirrors lying on the side of the street. The road is very narrow and whatever can
8 be done, the street needs attention.

9
10 He thanked Council for putting in the metal detector. He has heard a lot of people talk and has
11 never heard a single complaint. Most people say it's about time and they appreciate it. Mr.
12 Goodman noted there are two construction signs on Lane Street and Jackson Park Road that have
13 been up since the work on the underground utilities and the City paved the road. One sign is located
14 at Tate Beauty Supply shop between Pearl and Sloop and the other construction sign is on Jackson
15 Park Road. It would be nice if someone could go out and take those signs down. He told Council
16 that he had been part of the Cabarrus Arts Council for about 16 years and everything Ms. Fitzgerald
17 said was true. They are a great organization and truly help the community. He also appreciates that
18 Council has now come together.

19
20 Hope Dean of 2012 South Ridge Avenue stated there are lots of activity going on her street, which
21 is hard to deal with, but she is trying. She noted one thing the City must deal with is the speed
22 limits and the people driving too fast. If their car sounds like a gun or a disco, it needs to be
23 handled. The speeds are way too fast. When the speed limit is posted at 35, they go 45. We must
24 at least make the whole place 40 or whichever. We have a beautiful future for this City, but we
25 must learn to teach the people to prevent self-governing so that they will not be governed. There
26 must be a certain amount of control, but at the same time keep their freedom. It is a very sweet
27 town, and we need to respect the people who built it.

28
29 There being no further business, Mayor Pro tem Wilson make a motion to adjourn. Council
30 Member Dixon seconded the motion, and it was approved by unanimous vote.

31
32 The meeting adjourned at 7:35 PM on Monday, July 22, 2024.

33
34
35 _____
36 Milton D. Hinnant, Mayor

37 _____
38 Bridgette Bell, MMC, NCCMC
City Clerk

DRAFT-NOT APPROVED



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Bridgette Bell, City Clerk
Subject: **MAY 20, 2024 - Correction of minutes (APPROVED UNANIMOUS)**

Action Requested by City Council

Approve Corrected May 20, 2024 minutes

Required Votes to Pass Required Action

Requires 2/3's vote or 5 votes

Background

At the May 20, 2024, City Council meeting, the overall City-wide street resurfacing contract was on the business agenda. Mr. Melton provided City Council with two options:

- **Option 1: Approve award of the 2024 City of Kannapolis Resurfacing Project contract to the lowest responsible bidder, Ferebee Corporation, in the amount of \$2,659,230.32 and have the City Manager execute the contract. (Recommended).**
- Option 2: Approve award of the 2024 City of Kannapolis Resurfacing project to the low bidder, Ferebee Corporation, in the amount of \$2,659,230.32 excluding the road diet modification along N. Loop Rd and have the City Manager execute the contract. This alternative will include repaving of N. Loop Road and striping of the roadway back to existing conditions without bike lanes.

After some discussion, Option 1 was unanimously approved (which included the reconfigured striping for Loop Road, i.e., the "road diet"). Of note, Mr. Dayvault and Mr. Kincaid was absent for that meeting.

The previously approved minutes from this meeting reflect that Option 2 was approved, which has since been determined to be an error in the minutes. A revised set of minutes is attached along with the Staff Report.

Fiscal Implications

None

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Motion to approve corrected May 20, 2024 minutes. Page 10, Lines 18-21.
(Recommended)**
2. Do not approve corrected minutes.

Attachments

1. Staff Report - 2024 St Resurfacing Contract
2. 05-20-2024 Business Correction



Kannapolis City Council

City Council Agenda Staff Report

May 20, 2024

To: Mayor and City Council
From: Wilmer Melton, Assistant City Manager
Subject: **MOTION** - Award the 2024 City of Kannapolis Resurfacing Project Contract

Action Requested by City Council

Motion to award the 2024 City of Kannapolis Resurfacing Project contract to the lowest responsible bidder, Ferebee Corporation, in the amount of \$2,659,230.32 and have the City Manager execute the contract.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

The project consists of resurfacing of 15 named streets (or part thereof) totaling 5.24 miles of pavement. The project includes repaving N. Loop Road between N. Main Street and S. Juniper Street. The project includes the implementation of a road diet to include bike lanes on both sides of N. Loop Road between N. Main Street and S. Juniper Street. Formal Bids for the project were obtained from 6 contractors. Bids were publicly opened on May 7, 2024, at 2 PM. Bid results are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Ferebee Corporation	\$2,659,230.32
Blythe Construction	\$2,866,892.05
Blythe Brothers Asphalt	\$2,987,144.22
NJR Group	\$3,032,843.14
Red Clay Industries	\$3,709,103.20
JT Russell & Sons, Inc.	\$3,768,124.80

The Contractor is awaiting notice to proceed on the project to begin work. The contract time for completion of the work is 180 days from the notice to proceed.

Fiscal Implications

Funding for this project will be from our Powell Bill, which we currently have a reserve of \$3,145,267. This increased amount of street paving is likely to be a one-time occurrence in that it spends down an accumulated reserve balance.

Policy Issues

Council authorization is required for approval of contracts of this amount.

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Approve award of the 2024 City of Kannapolis Resurfacing Project contract to the lowest responsible bidder, Ferebee Corporation, in the amount of \$2,659,230.32 and have the City Manager execute the contract. (Recommended)**
2. Approve award of the 2024 City of Kannapolis Resurfacing project to the low bidder, Ferebee Corporation, in the amount of \$2,659,230.32 excluding the road diet modification along N. Loop Rd and have the City Manager execute the contract. This alternative will include repaving of N. Loop Road and restriping of the roadway back to existing conditions without bike lanes.
3. Take no action. This alternative will delay the award of the project and could result in higher costs.
4. Table to a future meeting.

Attachments

1. 2024 CITY OF KANNAPOLIS RESURFACING CERTIFIED BID TAB
2. 2024 City of Kannapolis Resurfacing

104220-1010									
ENGINEER'S ESTIMATE									
QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	FEREBEE CORPORATION 10045 METROMONT INDUSTRIAL BLVD CHARLOTTE, NC 28269			
1	LS	\$ 25.00	\$ 5,625.00	\$ 120,000.00	\$ 16,875.00	\$ 75.00	\$ 16,875.00	\$ 105,000.00	\$ 16,875.00
225	CY	\$ 5.00	\$ 1,125.00	\$ 6.00	\$ 1,350.00	\$ 5.50	\$ 1,237.50	\$ 9,000.00	\$ 6,750.00
225	SY	\$ 50.00	\$ 22,500.00	\$ 45.00	\$ 20,250.00	\$ 45.00	\$ 20,250.00	\$ 103,000.00	\$ 6,750.00
450	TN	\$ 40.00	\$ 38,800.00	\$ 20.00	\$ 19,400.00	\$ 22.00	\$ 21,340.00	\$ 103,000.00	\$ 6,750.00
40,203	SY	\$ 8.00	\$ 321,624.00	\$ 3.50	\$ 140,710.50	\$ 4.25	\$ 170,862.75	\$ 103,000.00	\$ 6,750.00
5,590	SY	\$ 25.00	\$ 139,750.00	\$ 7.25	\$ 40,527.50	\$ 6.20	\$ 34,658.00	\$ 103,000.00	\$ 6,750.00
860	TN	\$ 75.00	\$ 64,500.00	\$ 74.00	\$ 63,640.00	\$ 90.00	\$ 77,400.00	\$ 103,000.00	\$ 6,750.00
4,960	TN	\$ 75.00	\$ 372,000.00	\$ 74.00	\$ 367,040.00	\$ 88.00	\$ 436,480.00	\$ 103,000.00	\$ 6,750.00
3,690	TN	\$ 75.00	\$ 276,750.00	\$ 76.00	\$ 280,440.00	\$ 80.00	\$ 295,200.00	\$ 103,000.00	\$ 6,750.00
749	TN	\$ 600.00	\$ 449,400.00	\$ 600.00	\$ 449,400.00	\$ 530.00	\$ 471,870.00	\$ 103,000.00	\$ 6,750.00
2,113	TN	\$ 80.00	\$ 169,040.00	\$ 78.00	\$ 164,814.00	\$ 95.00	\$ 200,735.00	\$ 103,000.00	\$ 6,750.00
6.4	MILE	\$ 7,500.00	\$ 48,000.00	\$ 15,000.00	\$ 96,000.00	\$ 3,500.00	\$ 22,400.00	\$ 103,000.00	\$ 6,750.00
893	TN	\$ 220.00	\$ 196,460.00	\$ 89.00	\$ 79,477.00	\$ 165.00	\$ 147,345.00	\$ 103,000.00	\$ 6,750.00
69	LF	\$ 60.00	\$ 4,140.00	\$ 35.00	\$ 2,415.00	\$ 30.00	\$ 2,070.00	\$ 103,000.00	\$ 6,750.00
71	LF	\$ 60.00	\$ 4,260.00	\$ 45.00	\$ 3,195.00	\$ 55.00	\$ 3,905.00	\$ 103,000.00	\$ 6,750.00
16	EA	\$ 3,500.00	\$ 56,000.00	\$ 1,500.00	\$ 24,000.00	\$ 3,800.00	\$ 60,800.00	\$ 103,000.00	\$ 6,750.00
11	EA	\$ 2,000.00	\$ 22,000.00	\$ 1,300.00	\$ 14,300.00	\$ 1,400.00	\$ 15,400.00	\$ 103,000.00	\$ 6,750.00
30	SY	\$ 50.00	\$ 1,500.00	\$ 110.00	\$ 3,300.00	\$ 45.00	\$ 1,350.00	\$ 103,000.00	\$ 6,750.00
30	SY	\$ 50.00	\$ 1,500.00	\$ 120.00	\$ 3,600.00	\$ 40.00	\$ 1,200.00	\$ 103,000.00	\$ 6,750.00
98	SY	\$ 75.00	\$ 7,350.00	\$ 200.00	\$ 19,600.00	\$ 125.00	\$ 12,250.00	\$ 103,000.00	\$ 6,750.00
15	EA	\$ 400.00	\$ 6,000.00	\$ 1,800.00	\$ 27,000.00	\$ 890.00	\$ 13,350.00	\$ 103,000.00	\$ 6,750.00
14	EA	\$ 400.00	\$ 5,600.00	\$ 450.00	\$ 6,300.00	\$ 870.00	\$ 12,180.00	\$ 103,000.00	\$ 6,750.00
2	EA	\$ 750.00	\$ 1,500.00	\$ 1,800.00	\$ 3,600.00	\$ 1,250.00	\$ 2,500.00	\$ 103,000.00	\$ 6,750.00
22	EA	\$ 3,500.00	\$ 77,000.00	\$ 3,450.00	\$ 75,900.00	\$ 1,400.00	\$ 30,800.00	\$ 103,000.00	\$ 6,750.00
1	LS	\$ 95,000.00	\$ 95,000.00	\$ 103,750.00	\$ 103,750.00	\$ 93,000.00	\$ 93,000.00	\$ 103,000.00	\$ 6,750.00
52,740	LF	\$ 2.50	\$ 131,850.00	\$ 0.92	\$ 48,520.80	\$ 1.30	\$ 68,562.00	\$ 103,000.00	\$ 6,750.00
2,605	LF	\$ 4.00	\$ 10,420.00	\$ 2.75	\$ 7,163.75	\$ 4.25	\$ 11,071.25	\$ 103,000.00	\$ 6,750.00
1,022	LF	\$ 15.00	\$ 15,330.00	\$ 8.80	\$ 8,993.60	\$ 19.25	\$ 19,673.50	\$ 103,000.00	\$ 6,750.00
18	EA	\$ 150.00	\$ 2,700.00	\$ 165.00	\$ 2,970.00	\$ 165.00	\$ 2,970.00	\$ 103,000.00	\$ 6,750.00
368	LF	\$ 10.00	\$ 3,680.00	\$ 15.40	\$ 5,667.20	\$ 8.50	\$ 3,128.00	\$ 103,000.00	\$ 6,750.00
99	EA	\$ 150.00	\$ 14,850.00	\$ 175.00	\$ 17,424.00	\$ 130.00	\$ 12,870.00	\$ 103,000.00	\$ 6,750.00
49	EA	\$ 250.00	\$ 12,250.00	\$ 478.50	\$ 23,446.50	\$ 235.00	\$ 11,515.00	\$ 103,000.00	\$ 6,750.00
49	EA	\$ 250.00	\$ 12,250.00	\$ 137.50	\$ 6,737.50	\$ 140.00	\$ 6,860.00	\$ 103,000.00	\$ 6,750.00
210	LF	\$ 25.00	\$ 5,250.00	\$ 38.50	\$ 8,085.00	\$ 27.50	\$ 5,775.00	\$ 103,000.00	\$ 6,750.00
320	EA	\$ 7.50	\$ 2,400.00	\$ 16.50	\$ 5,280.00	\$ 12.25	\$ 3,920.00	\$ 103,000.00	\$ 6,750.00
SUBTOTAL			\$ 2,718,404.00		\$ 2,266,172.35		\$ 2,423,928.00		\$ 2,518,844.65
10% CONTINGENCY			\$ 271,840.40		\$ 226,617.24		\$ 242,392.80		\$ 251,884.47
TOTAL PROJECT BID			\$ 2,990,244.40		\$ 2,492,789.59		\$ 2,666,320.80		\$ 2,770,729.12
VARIANCE FROM ENGINEER'S ESTIMATE									
			</						

IC 28081
120 SOUTH MAIN STREET
P.O. BOX 1248
KANNAPOLIS, NC 28082
704/938-1515

		ENGINEER'S ESTIMATE				FEREBEE CORPORATION 10045 METROMONT INDUSTRIAL BLVD CHARLOTTE, NC 28269				BLYTHE CONSTRUCTION PO BOX 31635 CHARLOTTE, NC 28231				BLYTHE BROTHERS ASPHALT 1415 E. WESTINGHOUSE BLVD CHARLOTTE NC 28273				NJR GROUP 1721 US HWY 52 N ALBEMARLE NC 28001				RED CLAY INDUSTRIES PO B CHARLOTTE, NC 282				
	QUANTITY	UNIT	UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION		UNIT PRICE		EXTENSION	
			LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$	LUMP SUM	\$		
	125	CY	\$	25.00	\$	3,125.00	\$	75.00	\$	9,375.00	\$	50.00	\$	6,250.00	\$	30.00	\$	3,750.00	\$	20.00	\$	2,500.00	\$	75.00	\$	
GRAVEL	125	SY	\$	5.00	\$	625.00	\$	6.00	\$	750.00	\$	5.50	\$	687.50	\$	7.00	\$	875.00	\$	4.00	\$	500.00	\$	30.00	\$	
	250	TN	\$	50.00	\$	12,500.00	\$	45.00	\$	11,250.00	\$	50.00	\$	12,500.00	\$	75.00	\$	18,750.00	\$	55.00	\$	13,750.00	\$	75.00	\$	
	90	SY	\$	40.00	\$	3,600.00	\$	20.00	\$	1,800.00	\$	11.00	\$	990.00	\$	40.00	\$	3,600.00	\$	35.00	\$	3,150.00	\$	45.00	\$	
ASPHALT G BASE	2,207	SY	\$	25.00	\$	55,175.00	\$	7.25	\$	16,000.75	\$	10.00	\$	22,070.00	\$	11.00	\$	24,277.00	\$	9.00	\$	19,863.00	\$	18.00	\$	
	350	TN	\$	75.00	\$	26,250.00	\$	74.00	\$	25,900.00	\$	92.00	\$	32,200.00	\$	84.00	\$	29,400.00	\$	90.00	\$	31,500.00	\$	115.00	\$	
E	350	TN	\$	75.00	\$	26,250.00	\$	76.00	\$	26,600.00	\$	102.00	\$	35,700.00	\$	82.00	\$	28,700.00	\$	94.00	\$	32,900.00	\$	125.00	\$	
	48	TN	\$	600.00	\$	28,800.00	\$	600.00	\$	28,800.00	\$	630.00	\$	30,240.00	\$	610.00	\$	29,280.00	\$	750.00	\$	36,000.00	\$	677.00	\$	
MIX AGE	93	TN	\$	80.00	\$	7,440.00	\$	78.00	\$	7,254.00	\$	150.00	\$	13,950.00	\$	113.00	\$	10,509.00	\$	100.00	\$	9,300.00	\$	325.00	\$	
IN PER CENT	0.3	MILE	\$	7,500.00	\$	2,250.00	\$	15,000.00	\$	4,500.00	\$	7,500.00	\$	2,250.00	\$	15,000.00	\$	4,500.00	\$	13,000.00	\$	3,900.00	\$	12,050.00	\$	
	20	TN	\$	220.00	\$	4,400.00	\$	89.00	\$	1,780.00	\$	250.00	\$	5,000.00	\$	350.00	\$	7,000.00	\$	125.00	\$	2,500.00	\$	200.00	\$	
COL	1	EA	\$	400.00	\$	400.00	\$	1,800.00	\$	1,800.00	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	1,500.00	\$	500.00	\$	500.00	\$	400.00	\$	
	1	LS	\$		\$	5,000.00	\$		\$	7,500.00	\$		\$	10,000.00	\$		\$	17,600.00	\$		\$	20,000.00	\$		\$	
	SUBTOTAL		\$		\$	180,815.00	\$		\$	151,309.75	\$		\$	182,337.50	\$		\$	196,741.00	\$		\$	191,363.00	\$		\$	
	10% CONTINGENCY		\$		\$	18,081.50	\$		\$	15,130.98	\$		\$	18,233.75	\$		\$	19,674.10	\$		\$	19,136.30	\$		\$	
	TOTAL PROJECT BID		\$		\$	198,896.50	\$		\$	166,440.73	\$		\$	200,571.25	\$		\$	216,415.10	\$		\$	210,499.30	\$		\$	
	VARIANCE FROM ENGINEER'S ESTIMATE									-16.32%												5.83%				



2024 City of Kannapolis Resurfacing

Street

Oregon St
Oregon St and Maryland Avenue
Maryland Ave and Oklahoma Street
Oklahoma Street
Roxie Street

Wentworth Drive
Romsey Ct
Gilling Ct
Holland Street
Bernard Ave
Rhode Island Ave
Pennsylvania Ave
N Loop
Park St
Street
Walter St
Walter St
Summit Ave
Summit Ave
Summit Ave

Limits

US Hwy 29 to Pennsylvania Ave
Pennsylvania Ave to Mt Olivet Rd
Mt Olivet Rd to Florida Avenue
Pennsylvania Ave to US Hwy 29
From Pavement Joint near Graces Reserve
Apartments to Pavement Joint east of Doffer Ln

Klondale Ave to Gilling Ct
Cul de sac to Cul de sac
Wentworth Dr to Cul de sac
NC Hwy 3 to Bernard Ave
Holland Ave to Dale Earnhardt Blvd
Pennsylvania Ave to Bernard Ave
Dale Earnhardt Blvd to Cloverleaf Plaza
N Main/Jackson Park Rd to S Juniper
Pavement Joint Near Wood Ave to Front

Pavement Joint near Wood Ave to Center Street
Center Street to Front Street
22nd St to Westview
Westview to 150 ft from Brookside
150 ft near Brookside

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
BUSINESS MEETING MINUTES-
Correction Noted Page 10. Lines 18-21
May 20, 2024**

A regular business meeting of the City Council of the City of Kannapolis was held on Monday, May 20, 2024, at 6:00 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Jeanne Dixon
Dianne Berry
Darrell Jackson
Doug Wilson

Council Members Absent: Ryan Dayvault
Tom Kincaid

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant to the City Manager: Kristin Jones

Assistant City Manager: Tina Cline

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit

Staff Present:	Michael Rattler	Terry Spry
	Tracy Winecoff	Kirk Beard
	Tony Eury	David Jordon
	Greg Summitt	Annette Privette Keller
	Michael Dodge	Brian Roberts
	Leo Pope	TJ Cook
	Irene Wong	Alex Anderson
	Oscar Hopkins	Travis Barnhardt

Others Present:	Joe Hatley	Elaine Violet Mitchell
	Zach Erwin	Rob Harkey
	Vicky Harkey	M. Young
	G. Rodriguez	Malourdes Rodriguez

Gwendolyn Lundy	Phil Goodman
Bernard Randolph	Yolanda Cooke
Sophia Wilkerson	Wilfred Bailey
Emily Jones	Garland Jones
Edison McCrea	Ramakrishna Mokkarala
Riley Burgess	Sandip Kanani
Shabeer	Nasim Molfammad
Arpit Gupta	Ashely Chauhan
Jared Shaik	Sumeet Kumar Singih
Zammey Shaik	Kyra Roberts
Rahul Chenni	Kumar Sarin Rethesh
Shabeerahamed	Gupta Arpit
Asheesh Chauhan	Singh Sumeet Kumar
Shaik Zameer	Shaik Javid Basha
Adidala Sunil Babu	Rahul Chenni
German Ronquillo	Sreedhar Somishetty
Sandeep Kolikapudi	Sarin Ratheeshkumar
German Ronquillo	Mathias Young

CALL TO ORDER AND WELCOME:

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

ADOPTION OF THE AGENDA- Motion to adopt agenda or make revisions.

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

PROCLAMATIONS:

Mayor Hinnant presented the following Proclamations:

1. Professional Municipal Clerk Week (Darrell Hinnant, Mayor)
2. National Public Works Week (Darrell Hinnant, Mayor)
3. Mental Health Awareness Month (Darrell Hinnant, Mayor)
4. MS Awareness Week (Darrell Hinnant, Mayor)

CONSENT AGENDA:

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

Budget Amendment#24-42 - For reimbursable repair work at Fire Stations #2 and #3 (Kristin

1 Jones, Assistant to the City Manager) (Copy included as Exhibit A)

2
3 Resolution of Intent to consider withdrawal from dedication a portion of ROW known as Chestnut
4 Avenue from the intersections of Laureate Way to Wellness Way. (Richard Smith, Planning
5 Director, Walter Safrit, City Attorney) (Copy included as Exhibit B)

6
7 City Council Work Session Minutes from April 08, 2024 (Bridgette Bell, City Clerk)

8
9 **BUSINESS AGENDA**

10 **PUBLIC HEARING - Conditional Zoning Map Amendment - CZ-2024-01 - 9700 Davidson**
11 **Hwy (Richard Smith, Planning Director, Elizabeth McCarty, Assistant Planning Director)**
12 **(Copy included as Exhibit C)**

13 Mr. Smith provided details for Case CZ-2024-01. The applicant and property owner are Big Green
14 Tree Lawn Care Service, Inc, located at 9700 Davidson Highway. The area consists of
15 approximately 10.22 +/- acres. The request is to amend the conditions of approval to allow a
16 contractor's yard. The applicant and property owner, German Ronquillo, is proposing an
17 amendment to the conditions and conceptual plan previously approved under Case #Z-12-02 on
18 approximately 10.22 +/- acres of property located at 9700 Davidson Highway. The property is
19 further identified as Cabarrus County Parcel Identification Number 46821065980000. The
20 property currently has approval for a mixed-use, nonresidential project with an associated site plan
21 and specific conditions under Case #Z-12-02. This previous rezoning was administered under the
22 Unified Development Ordinance (UDO). The current request to rezone or amend is being reviewed
23 under the Kannapolis Development Ordinance (KDO). This amendment request is to modify the
24 Conditions of approval and conceptual plan to allow for a Contractor's Yard. The applicant intends
25 to construct a 1,512 square foot building on the site. Four (4) existing storage trailers are proposed
26 to remain. Five (5) parking spaces are provided including one (1) handicapped space.

27
28 On February 20, 2024, the Planning and Zoning Commission heard this rezoning request and
29 conducted the public hearing. The Commission determined that the proposed rezoning was
30 inconsistent with the Comprehensive Plan, and the Planning and Zoning Commission denied the
31 rezoning request citing that the proposed use is inconsistent with the Comprehensive Plan due to
32 environmental impacts; lack of appropriate buffer area due to the future widening of Davidson
33 Highway; and lack of buildable space due to the conservation easement.

34
35 Other concerns of the Planning and Zoning Commission were:

- 36 • Environmental impacts.
37 • Lack of buildable space due to conservation easement; and
38 • Impacts to the buffer requirements due to future widening of NC

1 • Highway 73

2
3 The applicant has appealed the Commission's decision to City Council.

4 City Council is required to adopt a Statement of Consistency and a Resolution to Zone with the
5 following conditions:

6
7 The conditions and conceptual site plan applicable to the previous conditional rezoning
8 approval, Case #Z-12-02, are removed and replaced with conditions 2-10, below.

9 1. The intent of this rezoning is to amend the site plan for Contractor's Yard use. Prior to the
10 development of the property over and beyond its use as a Contractor's Yard, a conditional
11 rezoning application shall be made for the City of Kannapolis to further review and reconsider
12 the conditions imposed by approval of this amendment.

13 2. The site is subject to and will in the future be developed in accordance with the
14 development restrictions set forth in the Assignment of Deed of Conservation Easement which
15 among other restrictions limits the developable area of the site within a defined two (2) acre
16 envelope generally located in the center of the site.

17 3. The site will be developed in accordance with the Coddle Creek Subdistrict Thoroughfare
18 Protection Overlay District of the KDO.

19 4. The development shall be limited to one (1) vehicular access point on Davidson Highway
20 and shall be subject to NCDOT approval. A driveway permit is required.

21 5. The site will be developed consistent with the buffer and landscaping requirements of the
22 KDO for a Type D, Opaque Buffer.

23 6. No site lighting will be directed toward adjacent properties assuring no glare of lighting
24 on adjacent residential lots.

25 7. Development of the site will adhere to all applicable NCDEQ soil and erosion control
26 requirements.

27 8. The following improvements shall be completed prior to the issuance of the first
28 certificate of occupancy for the site: removal of the existing single-wide manufactured home
29 from the site; acquisition of a NCDOT driveway permit; paving of the driveway entrance and
30 parking area; installation of required landscaping and fencing; and installation of the gravel
31 parking area.

32 9. The exact location and design of the proposed buildings and parking spaces will be
33 determined during the site plan review process by the City of Kannapolis.

34
35 City Council may take one of the following actions:

36
37 Deem request consistent and approve with conditions: City Council finds that the proposed GC-
38 CZ zoning district is consistent with the "Suburban Activity 1" Character Area as designated in

1 the Move Kannapolis Forward 2030 Comprehensive Plan, however, may approve the plan.

2
3 Deem request inconsistent and deny request: City Council finds that the proposed rezoning district,
4
5 as requested, to be amended, is not consistent with the Comprehensive Plan and does not consider
6 the action to be reasonable and in the public interest.
7

8 There being no further questions or comments, Mayor Hinnant opened the public hearing to those
9 in attendance for an opportunity to speak.
10

11 Mathias Young of 1065 E. Moorehead Street, Charlotte spoke on behalf of Big Green Tree Lawn
12 Care Service, presented a power point describing the property in question. The land was purchased
13 in 2020 to use the property as a contractor's yard. The owner had discussed with the previous
14 planning staff as if the use would all right under the existing zoning and was told that use would
15 be allowed. As Mr. Smith has noted, there has been some confusion as to what the uses are allowed
16 on the property, contractor's yard is excluded, but not specifically included. The currently
17 approved site plan was amended match the existing use on the property as well as to update the
18 development conditions for the property to reflect the change in use as well as the shift from the
19 old UDO to the KDO. Mr. Young stated that the property was purchased from the Davidson Lands
20 Conservancy and does hold a conservation easement and does impose several development
21 restrictions.
22

- 23 • Limits development of 10-acre site to a 2-acre envelope
- 24 • One principal structure with associated outbuildings
- 25 • Allows no more than 60% impervious area in envelope, including driveway and gravel
26 parking
- 27 • No advertising signage
- 28 • One driveway
29

30 There have been several Grant of Conservation Easement amendments since 2014. The 2021
31 second amendment is shifted development envelope and accounts for widening of Davidson
32 Highway. Mr. Young pointed out a new 2014 site plan is proposing one new building,
33 approximately 1500 sf. Mr. Young pointed out the landscaping, buffers, and erosion control
34 measures. The applicant has also planted in excess of 100 trees on the property since the operations
35 had begun on site. The applicant has reinforced the existing visual separation between the frontage
36 and the shifted development use with additional plantings. As shown on the slide, the property has
37 opaque buffer from the ground to a height of at least six feet.

38 Mr. Young further stated that site is in a suburban activity 1 character area which calls for primary

1 non-residential uses. It is important to note that given the unique development challenges posed
2 by the conservation easement, is difficult to find a use that conforms both with the future land use
3 plan while still being able to be viable given the development descriptions on the site. Most
4 commercial developments would not be viable inside of a two acre and certainly not without the
5 ability to add advertising signs. That is what makes this site well suited for the unique challenges
6 that the combination of the conservation easement and Suburban Activity 1 Character area.

7
8 Mr. Young explained at the Planning & Zoning Commission meeting held on February 20, 2024,
9 Staff supported the rezoning. The Planning Commission denied the request based on 1.
10 Environmental Impacts, 2. Impact of the Davidson Highway widening and 3. Lack of buildable
11 space. He proceeds to give reasons of why this should not be of any concerns.

12
13 Mr. Safrit stated at some time, there was mention of the removal of the mobile home. What is the
14 time frame for the structure to be removed. Mr. Young responded that the plan is as soon as the
15 zoning is approved and the site plan approved, will go under construction at that time. Mr. Safrit
16 recalls that Mr. Smith noted the removal of the mobile home. Mr. Smith responded that when they
17 talked with the Planning & Zoning Commission, 6 months is what was placed as a reasonable
18 amount of time. Since then, they have asked to be given more time, which was added as a
19 condition.

20
21 Council Member Berry asked to review the steps taken to address the complaints of the neighbors
22 who filed the complaint, specifically water run off onto their property. How will that be resolved.

23
24 Mr. Young explained they voluntarily invited the NC Department of Environmental Quality to
25 inspect the site on May 3, 2024. As noted during the inspection, no violations were found. There
26 was no evidence of erosion or off-site sediment. The inspection found that all erosion control
27 measures on the site were properly installed and all vegetated ground cover on the site has been
28 maintained. NCDEQ had no record of any complaints made against the property.

29
30 Council Member Jackson asked if the alternate course of action, was that presented back to the
31 Planning Commission or is it something that has been worked out.

32
33 Mr. Smith responded that all conditions were presented to the Planning Commission, Staff just
34 tweaked #9 regarding the time period.

35
36 Mayor Pro tem Wilson state that these types of things were discussed 6 or 8 months ago when
37 dealing with a certain individual. He wondered what kind of message is being sent to the Planning
38 & Zoning Commission, if they are seeing the same thing we see, and they say No and we say Yes,

1 when he is asking the question, why do we need them. We just saw a very nice presentation, they
2 said no, and he knows it is due process, but is having a hard time understanding. He wonders why
3 Council hearing is this. The fact that you can appeal and appeal, but we have to answer these
4 people. They seem legitimate and straight up. I don't know what we are telling our own people if
5 we tell them going to approve this. It does not make sense.
6

7 Rob Harkey of 9745 Davidson Highway, own property across from 9700 Davidson Highway. He
8 presented a handout of several pictures. He explained that Mr. Wilson purchased the property in
9 2012 and was paying over \$19,000 in property taxes for 10 acres. Right now, the man that owns
10 Big Green pays less than \$1800 in taxes. He provided a handout showing what the property looked
11 like when Big Green bought it in 2020. Page 2, he asked if you could see the mess on the property
12 and all of the grass is gone. Two years after they purchased the area noted in red should be grass.
13 When they widen Highway 73, you can see all of the trees that will be removed shown by the Xs
14 on the map. Somewhere between 80 and 100 trees will be removed. Page 3 and 4 shows the DOT's
15 plans to widen Highway 73. Page 5 shows plan already approved for 54 townhomes and potential
16 for more townhomes. He does not know how you can approve this when the Planning Board turned
17 it down. Page 7 shows view from Highway 73 when the trees are removed. Page 8 shows large
18 stumps from trees that were cut down. Other pictures show several commercial trucks, a pontoon
19 boat, stacks of trees that were cut down. One picture showed a fire, back in October, when outdoor
20 burning was banned. One picture dated March 9, 2024, shows water run off coming off the site.
21

22 Sandra Jones of 9730 Davidson Highway said her property is to the right of the site. She stated
23 that everyone one the trees going down her property line is dead. If she were to hire a landscaper
24 and they could not keep a tree alive, doesn't think she would do business with them. She noticed
25 they have taken wood shavings and push off to the backside of the property and is killing the trees.
26 Also, has been spread over 3 to 4 feet onto her property. In regard to the fires, when she has family
27 dinners, and you could not breathe. She was told that it was not wood they were burning, but wire
28 and rubber. Her property value has tumbled and when they start up their trucks in the morning, her
29 whole house shakes. They are bulldozing constantly. She is about to move off the property.
30

31 Sandeep Kolikapudi of 9642 White Chapel Drive, Concord spoke in opposition to the rezoning
32 request. His concern is regarding the noise of the trucks in and out and the burning.
33

34 There being no further speakers, Mayor Hinnant closed the public hearing.
35

36 Council Member Berry asked Mr. Smith during the Planning & Zoning meeting, was there
37 opposition. Mr. Smith stated there was.

38 Mayor Hinnant asked for a motion to adopt a Statement of Consistency. No motion was made,

1 therefore, the action failed.

2
3 City Attorney Safrit stated that Robert's Rules of Order supports never having a negative motion
4 only a positive motion. The statute related to the Statement of Consistency nevertheless requires
5 that the Council adopt a statement clarifying why it is not consistent. A Resolution stating why the
6 rezoning request is inconsistent has been provided to Council. He suggested that Mayor Hinnant
7 to have a motion to reconsider Business Agenda Item A. **(Conditional Zoning Map Amendment)**

8
9 Mayor Hinnant called for a motion to reconsider. Mayor Pro tem Wilson made a motion to
10 reconsider Business Agenda Item A (Conditional Zoning Map Amendment CA-2024-01) Motion
11 was seconded by Council Member Jackson and approved by unanimous vote.

12
13 Mr. Safrit noted that Council would need to adopt the Statement of Consistency as presented by
14 Staff.

15
16 Mayor Pro tem Wilson made a motion to approve the Resolution adopting a Statement of
17 Consistency finding that the rezoning is inconsistent with the goals and policies of the *Move*
18 *Kannapolis Forward 2030 Comprehensive Plan (2030 Plan)* Motion was seconded by Council
19 Member Berry and approved by unanimous vote.

20
21 **PUBLIC HEARING - Opal Street Special Assessment and Acceptance to the Powell Bill**
22 **Street Maintenance Schedule (Michael Rattler, Director of Transportation & Environmental**
23 **Services)(Copy included as Exhibit D)**

24 Mr. Rattler presented a power point with information on the Opal Street special assessment and
25 acceptance to the Powell Bill street maintenance schedule. Opal Street exists between Bernard
26 Avenue and Garnett Street. It is located near the major intersection of Little Texas Road and Dale
27 Earnhardt Boulevard and is parallel to Dale Earnhardt and intersects with Concord Lake Road.
28 Actions include to conduct a public hearing, approve a Resolution accepting Opal Street as a
29 publicly maintained street and add it to the Powell Bill maintained schedule provided there is no
30 reason presented to deny the request. 2. Approve Resolution directing that the Opal Street
31 road improvement be undertaken and 3.Approve Budget Ordinance in the amount of \$180,000
32 for repairs and paving of Opal Street.

33
34 Mayor Pro tem Wilson asked how many property owners and the average cost to citizens. Mr.
35 Rattler explained there are 6 properties effected. Cost ranges from \$2000 to \$30,000 and have 10
36 years to pay. Mr. Wilson asked what happens if within 10 years, a citizen sells their property. Mr.
37 Rattler said the debt would be attached as a lien on the property.
38 Council Member Jackson asked what happens if two property owners do not sign. Will the others

1 have to cover for them. Mr. Rattler said in accordance with the City's policy, they do have to have
2 over 51% of the property owners and linear footage. If they meet the criteria, the two property
3 owners would still be a part of the assessment.

4
5 Mayor Hinnant asked Mr. Safrit if Council chooses to pay the \$180,000 and not require an
6 assessment and accepts the street to maintain, is there a need for a public hearing. Or is the need
7 for a public hearing generate because participants have to put up money. What purpose is of the
8 public hearing.

9
10 City Attorney Safrit stated that a public hearing is required when an assessment is being done. City
11 Attorney Safrit stated there would need to be a petition for the City to take over the street. The
12 City does not own the property now, so it is necessary for the City to own the right-of-way.

13
14 Mayor Hinnant asked for a motion to adopt a Resolution accepting the privately maintained portion
15 of Opal Street and publicly maintained street and add to the Powell bill maintenance schedule.
16 This resolution says nothing about the assessment other than we are accepting the privately portion
17 of the street. The second Resolution would be that the City would pay \$180,000 with no
18 assessment.

19
20 Mrs. Berry stated that a public hearing was advertised and maybe there is no reason for not asking
21 them to pay a portion but asked if there were anyone in the audience in opposition. Maybe there
22 was other reasons people want to speak.

23
24 Mayor Hinnant stated if a public hearing is a requirement when there is an assessment and if
25 Council decides on no assessment, what difference would it make if one was opposed or not
26 opposed.

27
28 Mr. Safrit stated that now since he has a better understanding of where Council is headed, would
29 feel more comfortable to have a petition for the City to accept the street. Mr. Rattler explained that
30 a public hearing is required to accept the street.

31
32 Mayor Pro tem Wilson made a motion to table this action to the June 24th meeting. Motion was
33 seconded by Council Member Jackson and approved by unanimous vote.

34
35 Mayor Hinnant noted he had three cards of persons wishing to speak on the Opal Street issue and
36 asked if they would like to still come and speak. All three declined at this time.

37
38 **Budget Amendment #24-41 - Appropriating Cash Reserves for Watermain Replacement**

1 **Associated With Opal Street Acceptance (Alex Anderson, Director of Water Resources,**
2 **Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit E)**

3 Mayor Pro tem Wilson made a motion to table this action to the June 24th meeting. Motion was
4 seconded by Council Member Dixon and approved by unanimous vote.

6 **Motion to award the 2024 City of Kannapolis Resurfacing Project Contract (Wilmer Melton,**
7 **Assistant City Manager) (Copy included as Exhibit F)**

8 The project consists of resurfacing of 15 named streets (or part thereof) totaling 5.24 miles of
9 pavement. The project includes repaving N. Loop Road between N. Main Street and S. Juniper
10 Street. The project includes the implementation of a road diet to include bike lanes on both sides
11 of N. Loop Road between N. Main Street and S. Juniper Street. Bids were obtained from 6
12 contractors and publicly opened on May 7, 2024, at 2:00 PM. Bid results Bids were as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Ferebee Corporation	\$2,659,230.32
Blythe Construction	\$2,866,892.05
Blythe Brothers Asphalt	\$2,987,144.22
NJR Group	\$3,032,843.14
Red Clay Industries	\$3,709,103.20
JT Russell & Sons, Inc.	\$3,768,124.80

14 The Contractor is awaiting notice to proceed on the project to begin work. The contract time for
15 completion of the work is 180 days from the notice to proceed.

17 Council Member Jackson made a motion to award of the 2024 City of Kannapolis Resurfacing
18 project to the low bidder, Ferebee Corporation, in the amount of \$2,659,230.32 ~~excluding the road~~
19 ~~diet modification along N. Loop Rd and have the City Manager execute the contract. This~~
20 ~~alternative will include repaving of N. Loop Road and restriping of the roadway back to existing~~
21 ~~conditions without bike lanes.~~ (Corrected on 8-12-2024). Motion was seconded by Council
22 Member Berry and approved by unanimous vote.

24 **Presentation of the Recommended Budget for FY 2024-2025 (Mike Legg, City Manager,**
25 **Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit G)**

26 Kannapolis City Manager Mike Legg presented the recommended Fiscal Year 2024-25 budget.
27 The total recommended budget is \$124,838,649 which includes all seven operating funds of the
28 City.

30 The budget includes a 5.08 cent decrease in the property tax rate. If the budget is approved in June,
City Council Business Meeting
May 20, 2024

1 the tax rate would drop from 63 cents to 57.92 cents. This decrease in the property tax rate is due
2 to the Cabarrus County property tax revaluation and positive projections in expected revenues.

3
4 The proposed budget concentrates on several strategies:

- 5
- 6 • The implementation of the Imagine Kannapolis Strategic Plan which includes mapping out
7 the next five years of initiatives and projects for the City and subsequently, a five-year
8 Financial Plan in order to achieve the strategic plan.
- 9 • Ensuring a high quality of services to residents is maintained such as a new garbage and
10 recycling contractor, and that employees have the equipment and vehicles they need to do
11 their jobs.
- 12 • Retaining existing employees and recruiting new people to work for the City.
- 13 • Continuing to leverage the City's robust financial forecast to improve the quality of life for
14 residents and the delivery of services to residents.
- 15

16 In 2022 the City launched the Imagine Kannapolis Strategic Plan. The goal was to imagine the
17 future of Kannapolis, especially what objectives the City would like to achieve in the next decade.
18 Thirteen focus groups were formed, and dozens of residents participated in developing the strategic
19 plan. Priorities were balanced with the needs the City will have during the next ten years and items
20 Kannapolis would like to have to be a healthy quality of life and economically strong City.

21
22 In this year's proposed budget, many Imagine Kannapolis priorities are funded, and a plan is
23 outlined to fund additional Imagine Kannapolis priorities over the next five years. These will be
24 subject to City Council ultimately adopting the final version of the Strategic Plan later this year.

25
26 Imagine Kannapolis FY 24-25 Proposed Projects and Initiatives include:

- 27
- 28 • \$1,500,000 - Construction of a Fire Training Tower at Fire Station 1
- 29 • \$500,000 – Construction of a Downtown Dog Park at Dale Earnhardt Boulevard /Vance St
- 30 • \$145,000 – Cultural Arts & Historic Preservation Work Program
- 31 • \$50,000 – Open Space and Tree Preservation (Environmental Sustainability Plan)
- 32 • \$855,361 – Addition of 190 Downtown Parking Spaces and Parking Lot Improvements
- 33 • \$1,340,000 – Little Texas Road Sidewalk (City's portion to the NCDOT funding)
- 34 • \$2,850,000 – City Hall Upfits including new Customer Service accessibility parking
- 35 • \$600,000 – I-85 Monument Signage Phase I (Joint Project with the City of Concord – Exits
36 58, 60, 63)
- 37 • \$1,200,000 – Upgrades to School Athletic Fields Phase I (turf field at Kannapolis Middle

- 1 School)
- 2 • \$1,200,000 – Western Cabarrus Emergency Communications Tower
 - 3 • \$600,000 – Chestnut Avenue Park Construction
 - 4 • \$200,000 – Kannapolis Parkway/NC 3 Street Lighting
 - 5 • \$160,000 – Economic Development Promotion Program
 - 6 • \$60,000 – Reserve Police Officer Program Expansion
 - 7 • \$100,000 – Police Community Response Team, including Clinical Social Worker Positions
 - 8 • \$155,000 – Fire Department Logistics Building

9

10 Imagine Kannapolis Proposed Projects and Initiatives for the Next Five Years:

- 11 • Eastside Park Construction
- 12 • Revitalization of Midway Area
- 13 • Midlake Avenue Sidewalk
- 14 • Baker's Creek Park Building Replacement
- 15 • Irish Buffalo Creek Greenway Phase II (Rogers Lake Road to Safrit Park)
- 16 • Public Works Operations Center Improvements
- 17 • Westside Park Construction
- 18 • Cabarrus Joint Public Safety Training Facility
- 19 • School Athletic Field Improvements
- 20 • Enhanced Street Paving and Sidewalk Repair

21

22 Other highlights of the budget include:

23 Recruitment and retention of employees continues to be a high priority for the City. The budget
24 includes cost of living and merit increases for employees, enhancements to health insurance and
25 retirement programs, and a pilot employee daycare subsidy. 14 total new staff positions in the
26 Police, Fire, General Services, City Manager's Office, Finance, Water, Transportation, and
27 Information Technology Departments.

28

29 Capital Items such as vehicles and equipment for the General Services, Parks and Recreation, Fire,
30 Police, Planning and Transportation Departments.

31

32 The sewer base rate will increase \$1.44 per month and the sewer volume rate will increase 75 cents
33 per 1,000 gallons. The water volume rate will increase 51 cents per 1,000 gallons. These are the
34 first increases in five years and are to primarily cover costs associated with the expansion of the
35 Rocky River Regional Wastewater Treatment Plant and improvements to the Kannapolis Water
36 Treatment Plant.

37 A public hearing on the budget is scheduled for 6 p.m., June 10th, at Kannapolis City Hall with

1 adoption of the budget on June 24th, 6:00 PM.

2
3 Council highly praised Staff on the excellent presentation of the budget. There were no further
4 comments or questions.

5
6 **Resolution directing the filing with the City Clerk of the recommended budget for FY 2024-**
7 **2025. (Mike Legg, City Manager) (Copy included as Exhibit H)**

8 A copy of the recommended budget was presented to City Council on May 20, 2024 and is
9 available for public inspection at the City of Kannapolis administration offices as well as the City
10 of Kannapolis website *www.kannapolisnc.gov*. Notice of the public hearing is scheduled to be
11 published in the Independent Tribune on Sunday, May 26, 2024. A public hearing on the
12 recommended budget for Fiscal Year beginning July 1, 2024, and ending June 30, 2025, has been
13 scheduled for 6:00 PM on June 10, 2024. State law requires that *"before adopting the Budget*
14 *Ordinance, the Board shall hold a public hearing at which time any persons wishing to be heard*
15 *on the budget may appear"* (NCGS159-12) (b).

16
17 Mayor Pro tem Wilson made a motion to approve the Resolution and set a public hearing for June
18 10. Motion was seconded by Council Member Berry and approved by unanimous vote.

19
20 **Appointment of WSACC Board of Directors (Mike Legg, City Manager)**

21 The appointment of Mr. Mike Legg to the Board of Directors of the Water and Sewer Authority
22 of Cabarrus County (WSACC) will expire at WSACC's Annual Meeting on June 20, 2024. The
23 City of Kannapolis will need to make a new appointment or may re-appoint Mr. Legg to WSACC's
24 Board of Directors.

25
26 Mayor Pro tem Wilson made a motion to reappoint Mr. Legg to the WSACC Board of Directors.
27 Motion was seconded by Council Member Jackson and approved by unanimous vote.

28
29 **CITY MANAGER REPORT:** None.

30
31 **CITY COUNCIL COMMENTS:**

32 Mayor Pro tem Wilson noted that Council Member Dayvault's Dad was home from the hospital.
33 Mr. Wilson asked when Southern Avenue would be changed to Veterans Way. Mr. Legg stated
34 the plan is to have the Mayor Hinnant make a comment at the memorial day celebration on
35 Monday. The signs should be changed out before Memorial Day saying, "Kannapolis Veterans
36 Way".

37
38 **SPEAKERS FROM THE FLOOR:**

1 Elaine Violet Mitchell of 415 London Street spoke on Little Texas Road sidewalk project. She
2 noted that she has spoken with officials at the NCDOT and was told that the construction would
3 be in 2025 and was 50% completed. She was told that the only reason that the DOT was involved
4 was because of federal money and that the buck is mainly with the Kannapolis City Council. She
5 has brought this issue up many times and feels that Council has not pushed the project like it
6 should have been. She also spoke with the Director of Engineering and was told the City is still
7 getting ROW acquisitions and there are acquiring easements for the project and still have 85
8 parcels to get the easements and NCDOT has been approved. She recalls the sidewalk would go
9 up Little Texas Road and turning onto Ruth Avenue. She felt it would be more feasible to go
10 straight up Little Texas Road and come out at Brantley.

11 Mr. Legg responded that the City has finally gotten approval from NCDOT to start acquiring
12 ROW. She is correct since it is state and federal money, NCDOT has to approve everything the
13 City does. 2025 is when the project will start construction.
14

15 Phil Goodman of 1005 Central Drive stated he had sent an email to Council Members requesting
16 a response to the questions he submitted back in March. Why are we not televising the Council
17 meeting? I have been assured money is available. Other cities are doing it. He said that he is so
18 passionate about this, is ready to go to the citizens of Kannapolis and say let your voice be
19 heard. We need to be able to hear instead of everybody having to come to a Council meeting.
20

21 Mr. Mayor, what has changed that caused you to suddenly take a new position on a history
22 museum. You have on multiple occasions told me that the City has no building, no money, no
23 intent on providing a home for KHA let alone KAA-MaCC. You have said there is no need for
24 building because what KHA has digitized or have on display in other buildings. There have been
25 no other communications about this issue to my knowledge. We do appreciate the fact that the
26 wooden loom is on display at city hall. KHA and KAA-MaCC were assured that we would have
27 an opportunity to meet with the focus groups to review and make comments or suggestions on the
28 recommendations. This never happened. I understand the hiring process has begun for a director
29 or manager for an arts and historic preservation for Kannapolis. It was initially told the person
30 would have arts and history background, that possibly has changed. I'd just like to know where
31 that requires a manager. I can show you 37 years of history that has been collected and displayed
32 and saved within the City of Kannapolis. But apparently our opinion does not matter. Now
33 suddenly Mr. Mayor you want to purchase North Kannapolis Methodist Church for KHA and
34 KAA-MaCC for a center and with great haste. I would love to have a home for the History
35 Associates, but here is the problem I have.
36

37 First of all, I want to correct a recent statement you made, we are not in any rush to get out of the
38 school right now. You have a habit of dropping and throwing names when there is someone selling

1 personal things for financial simplicity benefit. I find it interesting that you are totally against the
2 purchase of a Kannapolis civic center that will surely fail.

3 Now you spend much of your time talking about all that you have done and changes in Kannapolis.
4 It appears that I am a threat to you, and I don't know why. I've lost a lot of respect, trust and belief
5 in you, Mr. Mayor, because of your deceitfulness, lies and misrepresentation of the citizens of
6 Kannapolis. Again, I think you are incapable and unfit to serve the citizens of Kannapolis. As a
7 reminder I am not against management and I don't jump every time someone tells me to jump,
8 and no one tells me how to vote.

9
10 Sophia Wilkerson of 314 Ester Circle stated that the Little Texas Road community watch group
11 wanted when work would begin on the sidewalk so they can have a safe place to walk. They are
12 looking forward to it.

13
14 Elaine Violet Mitchell of 415 London Street noted about three weeks ago, she witnessed a lady
15 and her family walking up Little Texas Road. The lady had a walker going up the Quik Trip and
16 she felt it was pitiful the lady had to walk all the way up Little Texas Road until she got to the
17 sidewalk at the cemetery.

18
19 There being no further business, Mayor Pro tem Wilson made a motion to adjourn. Council
20 Member Jackson seconded the motion, and it was approved by unanimous vote.

21
22 The meeting adjourned at 8:45PM on Monday, May 20, 2024.
23
24
25
26
27

28 _____
Milton D. Hinnant, Mayor

29
30 _____
31 Bridgette Bell, MMC, NCCMC
32 City Clerk



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Richard Smith, Planning Director
Subject: **PUBLIC HEARING - DA (2024-04) - Zaxby's North Cannon Blvd. - Conduct a Public Hearing and approve a Resolution approving the Ordinance approving the execution of the Development Agreement. (APPROVED UNANIMOUS)**

Action Requested by City Council

1. Conduct a Public Hearing.
2. Motion to approve the Resolution adopting the Ordinance approving the execution of the Development Agreement.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

On December 12, 2021, City Council adopted the Wastewater Allocation Policy to "provide for the judicious allocation" of the City's limited wastewater treatment capacity. To do so, City Council adopted a fair and reasonable method for strategic allocation of this resource to qualifying public and private land development interests. The allocation process is administered by issuing permits to projects which meet specified City interests and goals. In the case of private commercial permit recipients, it has become clear that once allocation is determined to be available, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements, the allocation could be rescinded and awarded to another qualified project.

The method of acquiring that contractual guarantee is accomplished by a Development Agreement, a form of which is presented to City Council at its meeting for consideration, public comment, and approval. The project for consideration of the above-described development agreement is 1.2 +/- acres of combined parcels, further identified as Cabarrus County Parcel Identification Numbers 56240098530000, 56240190510000 and a portion of 56240049120000. This project is a proposed single tenant restaurant facility. The development agreement with Zaxby's Operating Company, LP specifically calls for the development of a Zaxby's restaurant. The current addresses for the site are 409 and 413 North Cannon Boulevard.

Fiscal Implications

The project is located in an area with existing infrastructure in place.

Policy Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Legal Issues

A Development Agreement adopted by Ordinance is required for all projects receiving a Wastewater Allocation Permit pursuant to the City Wastewater Allocation Policy.

Recommendations and Alternate Courses of Action

- 1. Motion to approve the Resolution approving the Ordinance (Recommended).**
2. Amend and then approve the Resolution.
3. Table action to a future meeting.
4. Take no action.

Attachments

1. Public Notice Ad
2. Zaxby's Development Agreement v.4
3. Resolution Dev Ag Zaxby's
4. Ordinance Adopting Development Agreement between City and Zaxby's



Order Confirmation

Order# 0000874455

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 \$444.00

Payment Amount \$444.00

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>
0000874455-01	CLS Legal	2 X 50 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 KANNAPOLIS CITY

Run Dates 8/ 3/2024, 8/ 8/2024

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
NCC Online	C-Legal Ads	Legal Notices	6

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 8/ 3/2024, 8/ 4/2024, 8/ 5/2024, 8/ 6/2024, 8/ 7/2024, 8/ 8/2024

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYAUGUS
EKANNAPOLISCITYCOUNCILCITYCOUNCILWILLCONDUCTAPUB



NOTICE OF PUBLIC HEARING KANNAPOLIS CITY COUNCIL

Monday, August 12, 2024

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 Development Agreement pursuant to North Carolina General Statutes §§ 160D-1001 et seq with the following companies:

Zaxby's Operating Company, LP; (hereinafter, "Developer"). Pursuant to the Agreement, Developer intends to construct a commercial project upon 1.2 acres of real property being Cabarrus County Tax Parcel ID's# 56240098530000, 56240190510000 and a portion of 56240049120000 (the "Property"); and

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

City Council will accept public input prior to voting on the required Development Agreement Ordinance.

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 4:30 p.m. on August 12, 2024. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents and the City Council will receive public comment on the Agreement.

Bridgette Bell, City Clerk
City of Kannapolis
North Carolina

Publish: August 3 and August 8, 2024

**WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF KANNAPOLIS, NORTH CAROLINA
AND
ZAXBY'S OPERATING COMPANY L.P.**

_____, 2024

(Zaxby's – 409 and 413 N. Cannon Boulevard)

WASTEWATER ALLOCATION

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the ____ day of _____, 20____ (the “Effective Date”), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the “City”) and ZAXBY’S OPERATING COMPANY L.P., a Georgia limited partnership (with its successors in interest, (the “Developer”). The Project will be known as “Zaxby’s”. The City and the Developer are sometimes separately referred to in this Agreement as a “Party” or jointly referred to as the “Parties”.

LEGAL FRAMEWORK

The North Carolina General Statutes (“N.C.G.S.” §160D-1001 through §160D-1012), as they exist on the Effective Date of this Agreement (the “Development Agreement Act”), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

N.C.G.S. 160D-1001(a)(1) provides that “Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources.”

N.C.G.S. 160D-1001(a)(3) provides that “Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development.”

N.C.G.S. 160D-1001(a)(4) provides that “Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development.”

N.C.G.S. 160D-1001(a)(5) provides that “Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”

N.C.G.S. 160D-1001(a)(6) provides that “To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments.”

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. 160D-1001 through 1012, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

N.C.G.S. 160D-1004 provides that “a local government may enter into a development agreement with a developer for the development of property as provided in this Article for developable property of any size,” and that “development agreements shall be of a reasonable term specified in the agreement.”

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement and may be enforced as contractual terms.

The City's Development Ordinance (the "KDO") or the Unified Development Ordinance ("UDO") if in effect upon the Effective Date and /or the City Wastewater Allocation Policy authorize the use of development agreements and provides additional requirements for such agreements.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 1.2 acres and consisting of three (3) parcels denoted by Cabarrus County parcel ID(s) 56240098530000, 56240190510000 and a portion of 56240049120000 (collectively hereinafter referred to as the "Property") and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City's ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 - 1. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Issuance of a Sewer Allocation Permit as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. Development of the Property in accordance with the City's Comprehensive Plan.
- F. City staff recommend that this Agreement be approved.
- G. This Agreement was considered by the Kannapolis Planning Commission at its N/A, 2024, meeting, as part of a public hearing on zoning case # N/A.
- H. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the August 12, 2024 meeting of the Kannapolis City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City's website and at City Hall.
- I. The City Council adopted one or more of the following at its meeting, as applicable, on August 12, 2024; (a) an annexation ordinance; (b) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383; (c) a zoning map change and (d) an ordinance approving this Agreement ("Ordinance"). A copy of the Ordinance is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, the Parties agree as follows:

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) “Applicable Law” means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) “Current Regulations” means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) “Development” shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*
 - d) “Zoning Permit” or “Development Permit” means any building permit, site plan approval, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - f) “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - g) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
 - h) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - i) “Property Owner” means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. This Agreement does not impose any partnership obligation or liability upon either Party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes “state action” for any purposes.

- 4) Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
- 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of six (6) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the rights of Developer under the Sewer Allocation Permit shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
- 6) Applicable Regulations.
 - a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property, including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.
 - b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
 - d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The

failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

8) Project Development.

- a) Project Development. Developer shall construct the Project substantially in accordance with the Development Permit for the Project.
 - (i) Material Changes. Material changes to the Development Agreement shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.

9) City Obligations.

In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit to supply public water and sewer treatment for the Project as provided therein, in the amount of at least 2,240 gpd. Developer acknowledges that any subsequent Allocation Permit(s) will be issued upon the Water and Sewer Authority for Cabarrus County's ("WSACC") completion of the first phase of the expansion project to the Rocky River Regional Wastewater Plant ("RRRWWTP"). Although WSACC's construction of the first phase of expansion of the RRRWWTP has already commenced, the outside completion date of December 2024, is based upon information, projections and estimates available to City on the date of this Agreement.

10) Other Approvals. To the extent that any county or other Local Government, state or federal approvals are required in connection with the Development of the Project, the City shall use reasonable efforts to assist Developer in obtaining such approvals.

11) Developer Obligations.

- a) Developer shall develop the Property in accordance with the Development Permit for the Project.

12) Default.

- a) Developer Default. Developer must initiate construction of the Project on or before 180 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If Developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement if continuous progress is not recommenced within thirty (30) days after notice thereof. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. If the Developer commits a material breach of the terms or conditions of this Agreement, City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the

Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.

- b) City Default. If the City commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City shall be permitted such time as reasonably necessary to effect such cure so long as the City shall use commercially reasonable efforts to diligently prosecute such cure.

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period (as it may be extended) following notice period, City may exercise any or all of the following remedies (subject to Developer's right of appeal to the Board of Adjustment):
 - i) Refuse to issue certificates of compliance for the Project.
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement.
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a "City Default" hereunder, and Developer may be entitled to reimbursement of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate six (6) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, the "Termination Date").
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both Parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.
- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties' intentions with respect to the subject matter hereof.
- e) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third Party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the Parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.
- i) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:
 - i) It is an entity duly organized, existing, and in good standing under the laws of the State of Georgia; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or

failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.

- l) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) E-Verify Requirements. Not applicable.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

City Manager's Office
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: mlegg@kannapolisnc.gov

With copies to:

City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
Email: wsafrit@kannapolisnc.gov

To the Developer:

Zaxby's Operating Company L.P.
2002 Summit Boulevard, Suite 1400
Atlanta, GA 30319
Attention: Chief Development Officer
E-mail: MMettler@zaxbys.com

With copies to:

Zaxby's Operating Company L.P.
2002 Summit Boulevard, Suite 1400
Atlanta, GA 30319
Attention: Chief Legal Officer
E-mail: BTrickey@zaxbys.com

- p) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- q) Time for Performance. Any reference to "day" or "days" herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Kannapolis, North Carolina shall be automatically extended to the following business day.
- r) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any Exhibits or any of the Related Agreements, the more stringent requirements shall apply.

[Separate Signature Page To Follow]

IN WITNESS WHEREOF, this Development Agreement has been executed by the Parties on the day and year first above written.

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Bridgette Bell, MMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Bridgette Bell personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

ZAXBY'S OPERATING COMPANY L.P., a Georgia
limited partnership

By: _____

Name: _____

Its: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify
that _____ personally came before me this day and acknowledged that
(s)he is _____ of ZAXBY'S OPERATING COMPANY L.P., a Georgia limited
partnership, and that by authority duly given and as the act of such partnership, the foregoing instrument
was signed in its name by _____, _____.

Witness my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Ordinance

**AN ORDINANCE ADOPTING THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF KANNAPOLIS AND**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes, and

WHEREAS, the City of Kannapolis (“City”) and _____ (“Developer”) have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____, 20____ as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement:

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the “Development Agreement”), and authorizes the Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this ____ day of _____, 20____.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

Property

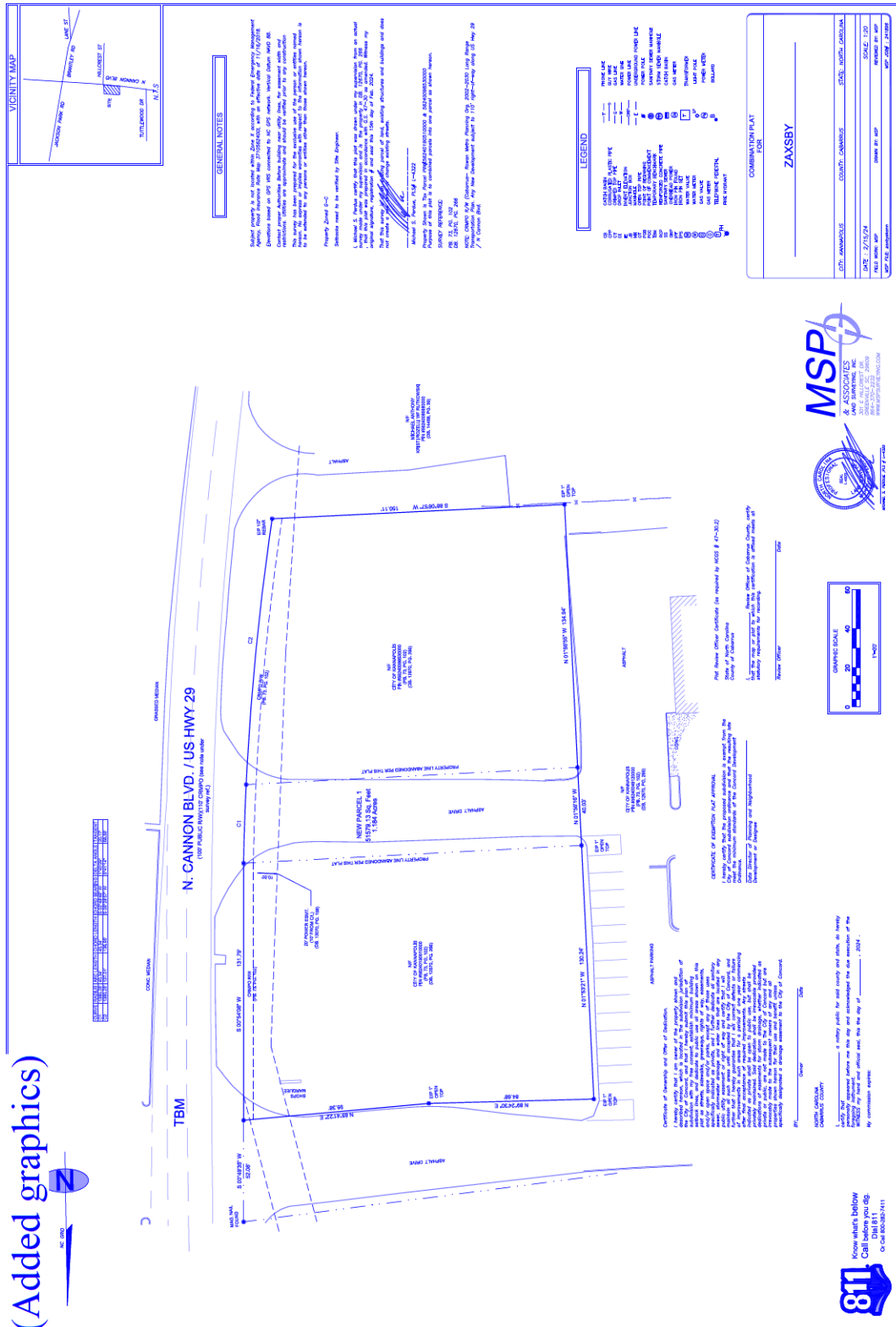


EXHIBIT C

Development Plan

**[DEVELOPMENT PLAN TO BE INSERTED AFTER
CITY COUNCIL APPROVAL]**

EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of a single tenant restaurant facility infrastructure improvement for water, sanitary sewer, paving and drainage, in accordance with the approved site plan.
2. Comply with the requirements of Section VI. “General Conditions” Subsection B, of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before December 31, 2025, but such construction shall not be an obligation of Developer.

**CITY OF KANNAPOLIS
RESOLUTION APPROVING AN ORDINANCE
TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

**THE CITY OF KANNAPOLIS,
AND
ZAXBY’S OPERATING COMPANY, LP**

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) and Zaxby’s Operating Company, LP (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on August 12, 2024, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by the attached Ordinance.
2. This Ordinance is effective upon adoption.

Adopted this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT
BY AND AMONG**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

ZAXBY’S OPERATING COMPANY, LP

WHEREAS, N.C.G.S. §160D-1001 through §160D-1012 (the “Act”), authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the City of Kannapolis (“City”) Zaxby’s Operating Company, LP (“Developer”), have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, a public hearing was held on August 12, 2024, as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

WHEREAS, the City finds that the Development Agreement is consistent with the Act, the City’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement, and is reasonable and in the public interest for the reasons set forth in the Development Agreement.

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

1. Pursuant to the authority granted to the City by Article 10 of Chapter 160D of the North Carolina General Statutes, the City hereby adopts the Development Agreement by and among the City and the Developer, attached hereto (the “Development Agreement”), and authorizes the Manager to execute the Development Agreement.
2. This Ordinance is effective upon adoption.

Adopted this 12th day of August, 2024.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis

Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Mike Legg, City Manager
Subject: **PRESENTATION** - Implementation Plan - Imagine Kannapolis Strategic Plan Projects FY 25 through FY 29 (**NO ACTION REQUIRED**)

Action Requested by City Council

None. Presentation only. Multiple budget amendments are included on this meeting agenda that correspond to this implementation plan.

Required Votes to Pass Required Action

Presentation Only. No Action Required

Background

In response to the draft Imagine Kannapolis Strategic Plan, the FY 25 Budget was drafted with implementation of the Strategic Plan being the primary driver. More specifically, budget capacity was included to facilitate capital projects of varying sizes and complexities - some beginning in FY 25, others throughout the next five years. Additionally, five consecutive years of capital outlay funding was also included (\$15 million over the five-year period for vehicles, and major equipment needs). Finally, one project is included as the recommended first use of a planned Unrestricted Capital Reserve Set Aside Fund.

Attached to this staff report is a summary of these projects and a project timeline. Each one will be presented at the City Council meeting with corresponding budget amendments for many of them also included on this meeting agenda.

At this time, only General Fund projects are being presented. No water and sewer, stormwater, transit or environmental fund projects are included in this discussion.

Fiscal Implications

The total amount of the **initial** funding for these projects is \$8,248,290 which will fund, at varying levels, 16 projects. Approximately \$3.9 million of this initial funding amount is the full budget for renovations to City Hall and the estimated full budget for the Public Works Operations Center improvements. Another ~\$1.7 million is for funding set-asides (including some initial planning work) for a future Cultural Arts Facility/History Museum and a potential downtown Block 6 public-private partnership. The remaining funding for the other 12 projects is primarily in three categories: 1) planning, project scoping and design, 2) contributions to other entities (developer partners, NCDOT, etc.), and 3) small cash funded capital projects. Future budget amendments will establish the appropriate revenue streams to support the full completion of these projects and at least 13 others (totaling an estimated \$109.6 million) over the next five years. The total estimate includes a projected \$14.3 million in outside funding (grants, public probate partnerships and inter-local agreements). A significant part of this total amount will be financed with new annual debt service payments included in future annual budgets.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

None. Presentation only.

Attachments

1. Summary of Planned Capital Projects FY 25 - FY 29
2. Planned Capital Project Schedules FY 25-FY 29

General Fund Capital Projects

Current Cash Reserves and/or new Debt Financing

August 12, 2024 Summary

Project #1

City Hall Upfits

Includes five components: 1) upfit of 1,500 square feet of shell space on the 2nd floor to facilitate the relocation of the Human Resources Department resulting in freed up space in the existing 2nd floor administrative wing for expansion, 2) upfit of 5,900 square feet of shell space on the 1st floor to facilitate the move of the Parks & Recreation Department resulting in freed up space in the Engineering Department and Planning Department for expansion, 3) reconfiguration of the 1st floor Customer Service Department space to better serve the public and to create a safer and more efficient environment for employees, 4) conversion of the parallel parking in front of City Hall to angled parking (similar to parking spaces at the Core Lab building) to create more accessible spaces and to discourage people from parking in the traffic circle, and 5) improvements to partially secure the building to control public access to the 2nd and 3rd floors primarily through the installation of visitor badges and additional key card access points like stair wells and the elevators. The 2nd floor Administrative wing and the 3rd floor Engineering-Planning-Parks & Recreation wing are completely occupied with no room for planned staffing additions.

This is a 100% City-funded project using existing cash reserves.

Initial budget request: \$2,034,950 from cash reserves (full project amount including construction).

Project #2

Fire Department Training Tower

Will replace the current training tower which was constructed in 1996 and is no longer safe or efficient for training purposes. The new tower will be used for training related to hose advancement, search and rescue, ropes, and live fire maneuvers. Tentatively will be constructed on the Fire Station #1 site (Firehouse Drive off Brookdale Street) although other sites are under review as well.

This is a 100% City-funded project using existing cash reserves.

Initial budget request: \$150,000 from cash reserves (planning, design and bidding).

Project #3

Upgrades to KMS Athletic Fields - Phase I

Converts the existing rectangle grass field at Kannapolis Middle School to synthetic turf. This phase is the first of several additional improvements and KCS and CCS sites in subsequent future phases. This is a cost effective way to create weekend and evening capacity for the City's Parks and Recreation athletic programs.

As it currently stands 50% of the project is projected to come from City funds using existing cash reserves. The remaining 50% could possibly come from Cabarrus County and/or Kannapolis City Schools. Alternatively, the City could choose to add additional cash reserves to make up the difference.

Initial budget request: \$0 (currently this project is delayed until summer 2026 pending an additional funding source).

Project #4

Little Texas Road Sidewalk

1.5 miles of new sidewalk along Little Texas Road from Dale Earnhardt Boulevard to Lane Street. It includes a 10' x 80' pedestrian bridge, a pedestrian refuge island for access to Forest Park Elementary School, and the realignment of Little Texas Road to make Ruth Avenue the through movement to the signalized intersection at Lane Street. The City has contracted with engineering firm Transystems (formerly SEPI) for design.

This project is funded through the State Transportation Improvement Program (STIP) bike and pedestrian program. It includes an 80/20 split: 80% Federal funds and 20% City funds which will come from existing cash reserves.

Initial budget request: \$0 (adequate funding is already in place for design and right-of-way acquisition).

Project #5

Western Cabarrus Communication Tower

Construction of a new 199' tall Public Safety Communications Tower and microwave dish to enable interoperable communications by law enforcement and first responders and to improve responses to 911 calls. The new tower will be located the City's elevated water tank property on NC Highway 3. Currently, law enforcement and first-responder personnel in Northwest Cabarrus County have limited to no radio coverage with 911 communicators when responding to emergency calls for service. The lack of reliable communications creates delays and confusion for police, fire, and EMS personnel in the area.

This project will be funded partially using existing cash reserves coupled with a Federal Grant via an earmark secured by U.S. Representative Adams.

Initial budget request: \$200,000 from cash reserves (planning, design and bidding).

Project #6

Block 10 Hotel Park

Construction of small City Park between Atrium Health Ballpark and the planned Block 10 Hotel primarily on land reclaimed upon the closure of Chestnut Avenue between Laureate Way and Wellness Way. City contribution of up to \$600,000 with \$1 to \$1 match with the developer of the hotel. City match will not be used for demolition and grading costs associated with the Chestnut

Avenue closure. The design will be agreed to at a between both parties. As contemplated, will include a variety of pedestrian amenities including sidewalks, shade structures, benches, swings, hardscaping, and landscaping.

The City's portion of the funding will come from existing cash reserves.

Initial budget request: \$600,000 from cash reserves (City contribution to developer – will be distributed per the pending development agreement).

Project #7

I-85 Monument Signage - Phase I

Decorative monuments to be constructed at three I-85 interchanges (exits 58 – US 29, 60 – Dale Earnhardt Blvd and 63 – Lane Street). This will be a joint project with the City of Concord via an interlocal agreement with the Kannapolis taking the construction lead. Concord has approved its funding and is ready to proceed with the project.

The City's portion of the funding will come from existing cash reserves.

Initial budget request: \$81,000 from cash reserves (final design and bidding).

Project #8

Kann. Parkway Lighting & Landscaping - Phase I

The first phase of this project will focus primarily on enhanced roadway lighting improvements on Kannapolis Parkway and NC Highway 3 from I-85 into downtown. The total project (with future phases) assumes the installation of more than 200 decorative lights as well as necessary bores to provide power feeds. The larger project also assumes the installation of decorative street trees in the medians along both corridors. This phase would complete approximately 10% of the total estimated costs. This is a short-term effort to enhance the safety of the corridor and a lower cost facilitated by more rapid improvements. Managing these improvements with both NCDOT and Duke Energy can be challenging from a scheduling standpoint; it is hoped that these improvements can occur more rapidly than expected.

This is a 100% City-funded project using existing cash reserves.

Initial budget request: \$0 (the design is a no-cost combination of in-house staff time and collaboration with Duke Energy).

Project #9

Downtown Parking Lot Improvements - Main St.

Construction of a new 128-space surface parking lot south of the Train Station in partnership with NCDOT. The City owns all necessary property. Some level exclusive usage of part of the Main Street Lot by NCDOT – Rail Division for Amtrak riders is likely.

This project will be funded partially using existing cash reserves coupled with NCDOT Rail Division funds.

Initial budget request: \$167,881 from cash reserves (planning, design and bidding).

Project #10

Downtown Parking Lot Improvements - Oak Ave.

Construction of a new 62-space lot on Oak Avenue South adjacent to the First Presbyterian Church lot. The Church has agreed to enter into a joint use agreement that would allow for public use of the 46-space Church lot in exchange for exclusive church use of the public lot (Sundays mostly). The City owns all necessary property. The entrance to the new City lot will be on West Avenue. The entrance to the Church Lot will be on Oak Avenue. The two lots will be connected internally.

This is a 100% City-funded project using existing cash reserves.

Initial budget request: \$295,361 from cash reserves (full project cost including construction).

Project #11

Fire Department Logistics Building

Will partially replace the use of Floyd Street building and be used to consolidate supplies, comms equipment, uniforms, protective gear, and dry storage for reserve apparatus. Will likely be constructed on the Fire Station #1 site. Depending on budget capacity, a vehicle garage component may be included in the project.

This project will be funded partially using existing cash reserves coupled with a Federal Grant via an earmark secured by U.S. Senator Tillis.

Initial budget request: \$50,000 from cash reserves (planning, design/specifications and bidding/quotes).

Projects #12-16

Capital Outlay FY 25 through FY 29

Beginning in FY 25, each of the next five annual budgets are projected to include approximately \$3 million for capital outlay. Vehicles and equipment are the primary components of these capital outlay packages. This includes large purchases like fire apparatus and dump trucks. Replacement police vehicles are also included.

The plan is to issue short term debt each year, but some cash may be used depending on each year's budget pressures.

Initial budget request: \$0 (a budget amendment will be necessary once the short term financing package is completed in the Fall 2024; this will be repeated in the first quart of each new fiscal year through FY 29).

Project #17

Midway Revitalization - Phase I

Complete revitalization of the commercial area along South Main Street between Rogers Lake Road and Dale Earnhardt Blvd. Subject to the completion of a master redevelopment plan, the effort will include some combination of the development of activity centers and anchors, key public investments like parking, streetscape improvements, and the implementation of a strategy for attracting private residential and commercial investment. This funding is a set-aside amount subject to refinement via the above-described master plan.

This is a 100% City-funded project using a combination of debt financing and CDBG funds with the specific funding model to be determined.

Initial budget request: \$250,000 (project scoping, planning, preliminary design)

Project #18

Eastside Park

Construction of a 33-acre City owned Midlake Road property with Lake Fisher frontage. The project will be a passive park including open space, lake access (paddle boats), walking paths/sidewalks, greenway/nature trails, playground, picnic shelters, splashpad, dog park, restrooms, and parking.

This is a City-funded project consisting of debt financing but does include an anticipated State PARTF grant.

Initial budget request: \$476,000 (design, bidding, construction management)

Project #19

Midlake Avenue Sidewalk

Construction of approximately 5,500 linear feet of 5-foot concrete sidewalk, curb and gutter, and associated storm drainage and utility relocation along the east side of Midlake Road in Kannapolis, from Brantley Road to Centergrove Road. This project will provide an essential route to connect area residents to the planned Eastside Park. The Midlake Road area includes an estimated 4,000 residents, 20% of whom are under 18 years old and 12% of whom are age 65 and over. This child and senior citizen population of about 1,300 residents often lack the independence to drive and would benefit from pedestrian facilities. The current road cross section is narrow and is not safe to walk along due to the lack of sidewalks.

This project will be funded primarily with debt financing coupled with an anticipated (but not yet approved) Federal Grant requested via an earmark by U.S. Representative Adams.

Initial budget request: \$0 (this project is scheduled to begin planning and design in the spring/summer of 2025).

Project #20

Public Works Operations Center Improvements - Phase I

The first phase of this project is focused on renovations to the Public Works Operations Center (PWOC) to provide a more efficient, comfortable working environment for the City departments occupying the space. The PWOC is 25 years old and little new investment has been made in the facility since that time. This project would include the following components: 1) plumbing improvements, 2) cleaning of the HVAC System, 3) renovations to offices, restrooms, locker rooms, shops, meeting rooms, lobby area, and break room, 4) new appliances, 5) repairs/improvements to all interior and exterior doors, including mechanical roll up doors and addition of badge access to all exterior doors, 6) replacement of all flooring, 7) fully furnish the facility offices and break room, and conference rooms, including new cubes and office partitions where needed, and locker room lockers, 8) update all interior lighting, 9) adding communication wiring and backing for TV monitors and new projection system for meeting and conference areas, 10) new water fountains, 11) new computer lab area for training and access to computers by field staff, and 12) interior painting of the entire facility.

This is a 100% City-funded project using existing cash reserves from the Water & Sewer Fund (75%) and General Fund (25%). Potentially, a portion could be funded through debt financing but that will be considered subject to final project estimates.

Initial budget request: \$1,875,000 from cash reserves (full project amount; this will largely be a “build to budget” similar to the recently completed Gem Theatre renovations with the City serving as the general contractor and managing different components of the project).

Project #21

Cabarrus Joint Public Safety Training Facility

This is a joint regional Public Safety Training Facility project that includes Cabarrus County, the City of Concord and possibly other municipalities and entities. Will include a 20-lane, indoor Police Firearms Training Facility, and a Police Skills Pad Driving Course. The location would be in Concord on a portion of the former Jackson Training School site on US Highway 49 (owned by Cabarrus County). The City’s project \$8 million obligation is simply a placeholder. A preliminary project scope is currently being developed which will help define the level of the City’s participation and timing better. The overall project will be much more expensive, completed in phases, but there will be multiple funding partners.

The City’s obligation for this joint project will be funded through an interlocal agreement with Cabarrus County whereby the City will fund a portion of the County’s annual debt service. This will be similar to the debt the City issued in 2010 for the NCRC improvements where the County pays a portion of the City’s annual debt service.

Initial budget request: \$0 (this project is scheduled to begin planning and design in the late 2024 or early 2025 – subject to completion of an interlocal agreement among the three funding partners).

Project #22

Westside Park - Phase I

Construction of the first phase of the 52-acre NC Highway 73 property adjacent to the Rocky River and Christ the King Catholic High School. Full buildout includes six multi-use rectangle fields, two diamond fields, picnic shelters, playgrounds, walking trails/greenway connection, restrooms. This phase represents approximately 67% of the total project.

This is a City-funded project consisting of debt financing but does assume a potential State PARTF grant.

Initial budget request: \$0 (this project is scheduled to begin planning and design in the spring/summer of 2026).

Project #23

Brownfields Improvement Project - Phase I

As part of the non-binding Letter of Intent with Insite Properties, the City agreed to proceed with steps to accept donation of the 77 acre former Cannon Mills Wastewater Treatment Plant site on Glenn Avenue. The first step is to assess the property from an environmental standpoint. The City has received an EPA grant to support the assessment and initial clean-up of the property. The activities included with this potential grant is what constitutes Phase I. The goal after Phase I is completed is to have a Brownfields Agreement executed between the State of North Carolina and the City. This, coupled with an analysis of what additional remediation activities must occur and an analysis of potential future uses will be factors in the decision to accept ownership of the property. The full estimated cost of this restoration project ranges from \$3.5 to \$8.0 million. Additional federal funding will be pursued for this effort in the future.

This phase will be 100% funded by the Federal EPA Grant secured with the support of both of North Carolina's U.S. Senators and both of the City's members of Congress.

Initial budget request: \$0 (this project is fully funded through the grant proceeds – budget amendments will be necessary as the funding becomes available to the City)

Project #24

Bethpage Road Sidewalk

Construction of approximately 3,300 linear feet of 7-ft sidewalk, curb and gutter, and associated storm drainage along the south side of Bethpage Road from South Main Street to Klondale Avenue.

This project is funded through a Federal air quality program grant ("CMAQ"). It includes an 80/20 split: 80% Federal funds and 20% City funds which will come from existing cash reserves.

Initial budget request: \$0 (adequate funding is already in place for design and right-of-way acquisition).

Project #25

MLK Bridge Aesthetic Enhancements

Aesthetic upgrades to the NCDOT's MLK Jr. Avenue bridge replacement (over US 29, Cannon Blvd). The City funds will consist of constructing classic rail with light supports, installing medallions, and installing conduit for future lighting on the bridge. This will be a one-time payment to NCDOT that corresponds to the construction timeline. The City has no direct involvement in the project.

These enhancements will be funded by existing cash reserves, typically due to NCDOT at the end of the project.

Initial budget request: \$158,000 from cash reserves (one-time payment for the City requested enhancements).

Project #26

Rogers Lake Road Grade Separation Enhancements

City improvements and upgrades related to the new Rogers Lake Road Bridget (over Main Street, railroad corridor and S. Ridge Ave). The City funds will fund the City's portion of costs for the installation of 5' wide sidewalks, betterment costs for black vinyl fencing and decorative mast arm signal poles. The City has no direct involvement in the project.

These enhancements will be funded by existing cash reserves typically due to NCDOT at the end of the project.

Initial budget request: \$91,260 from cash reserves (one-time payment for the City requested enhancements – an additional \$200,000 is already set aside for the anticipated water and sewer relocation costs which are a City funding responsibility).

General Fund Capital Projects

Restricted Capital Set Aside and new Debt Financing

August 12, 2024 Summary

As part of the FY 25 Budget funding was set aside for two large and complex capital projects that ultimately will likely require the issuance of debt to accomplish each. They are described below. How, when (and if) these two projects reach an actual construction phase is unknown at this time. These funding sources will be set aside for three purposes: 1) project scoping, planning and design, 2) to accumulate funding capacity to defray the cost of future financing, and 3) future debt service payments on debt financing.

Project #27

Cultural Arts Facility/History Museum

This project assumes the acquisition of a suitable existing building and necessary renovations to convert to a Cultural Art Facility and History Museum. Ideal locations would be the downtown area,

Midway or North Kannapolis where several possibilities exist. Acquisition of an existing building would be far more financially feasible than new construction. This project would likely include some non-athletic/recreation components of a potential community/recreation center.

Additional grants will be explored to reduce the City's financial obligation.

Initial budget request: \$746,115 from the FY 25 Budget for the first year's "set aside" for a future capital project. This represents 84% of the value of a penny on the tax rate. A portion of this initial funding will be used for project scoping, community input, preparing a business model, space needs and preliminary design. It is anticipated that each year funds will be transferred to this project fund and will ultimately be used for debt service payments on the final project.

Project #28

Downtown Block 6 Public-Private Partnership Investment.

It has become clear that a partnership with the private sector continues to be necessary to facilitate the continued development of Downtown Kannapolis. The evaluation of opportunities for incentivizing private sector investment on Block 6 (south of the Swannee Theatre) continues. A development partners has not been identified but that process is underway. It is assumed that a new parking structure is the likely involvement of the City, and this funding capacity would facilitate such a public investment.

Initial budget request: \$888,232 from the FY 25 Budget for the first year's "set aside" for a future capital project. This represents 100% of the value of a penny on the tax rate. It is unlikely that any of these funds will be spent for at least two years. It is anticipated that each year funds will be transferred to this project fund and will ultimately be used for debt service payments on the final project.

General Fund Capital Projects

Unrestricted Capital Project Set Aside Fund

August 12, 2024 Summary

These funds serve two primary purposes: 1) proactively set aside funding for a wide range of smaller future capital projects (mostly less than \$1.5 million), and 2) subsidize larger capital projects that have other funding sources (like local matches for NCDOT or Federal grants). It is recommended that this fund remain in place for at least five years and then a re-evaluation of the effectiveness should occur to consider its future use.

The set aside amount will be a minimum of \$888,232 in FY 25 (equivalent of 1 cent on the current tax rate). This fund could grow in two ways. First, some of all of any proceeds from future real estate assets (i.e., Plant 4 property) could be added to this fund. Second, depending upon the ultimate decision on the operation of the Swannee Theatre and fire and life safety services in Western Cabarrus, those budget capacities would potentially be added to this fund on an annual basis (minimum of ~\$800,000 annually).

The first recommended project (#29) is described below. Future projects might include enhanced street paving, additional park facilities (Irish Buffalo Greenway Phase II perhaps being at the top of that list), new sidewalks, stormwater improvements, and intersection improvements.

A priority setting exercise on these additional capital projects will be something City Council will need to take part in in the next few months.

Project #29

Gem Theatre Improvements - Phase III

The success of the Phase I and Phase II improvements have been quite apparent. From 5/16/24 to Sun 8/04/24 the Gem generated a total revenue stream of ~\$379,000. As a point of comparison, the Gem Theatre's total average annual revenues from 2015 through 2019 - prior to the City's acquisition and renovations - was ~\$686,000. The City's 2024 revenues could potentially exceed every previous annual Gem revenue total by the end of August (with part of the peak Christmas season still ahead).

These successes are not without challenges however, hence the need to continue to improve the facility, largely to enhance the downtown and Gem customer experience. This full scope of this project needs more definition but generally will include: 1) a second concessions space (critical), 2) office space for three staff (that were originally intended to have space in the Swanee Theatre), 3) asbestos removal in the 2nd floor spaces, 4) multi-use space including a potential small visitor's center for downtown, and 5) basement green room/storage upfits.

Initial budget request: \$234,501 from a re-appropriation of the remaining, unspent FY 24 funding for Phase II of the renovations (recently completed) and the fundraising efforts to date. A portion of these funds (likely less than \$100,000) will be used for planning and design of Phase III with the remainder dedicated for the actual renovations. Additional funding is anticipated to be appropriated from the \$888,232 Unrestricted Capital Project Set Aside Fund for will be necessary to support the renovations. A future budget amendment will be necessary once a specific project scope and budget is established but it is assumed the additional funding will be in the \$400,000 range).

Project Schedules (August 2024)

[illegible]

Project Schedules (August 2024)

	2024					2025					2026					2027					2028																				
	Jul-Sep		Oct-Dec			Jan-Mar		Apr-Jun			Jul-Sep		Oct-Dec			Jan-Mar		Apr-Jun			Jul-Sep		Oct-Dec			Jan-Mar		Apr-Jun			Jul-Sep		Oct-Dec								
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
12. Capital Outlay FY 25																																									
Quotes																																									
Financing/Purchase																																									
13. Capital Outlay FY 26																																									
Quotes																																									
Financing/Purchase																																									
14. Capital Outlay FY 27																																									
Quotes																																									
Financing/Purchase																																									
15. Capital Outlay FY 28																																									
Quotes																																									
Financing/Purchase																																									
16. Capital Outlay FY 29																																									
Quotes																																									
Financing/Purchase																																									
17. Midway Revitalization - Phase I																																									
Design/Property Acquisition																																									
Bidding/Contracts/Financing																																									
Construction																																									
18. Eastside Park																																									
Design/Property Acquisition																																									
Bidding/Contracts/Financing																																									
Construction																																									
19. Midlake Avenue Sidewalk																																									
Design/Property Acquisition																																									
Bidding/Contracts/Financing																																									
Construction																																									
20. Public Works Operations Ctr Improvements Phase I																																									
Design																																									
Bidding/Contracts																																									
Construction																																									
21. Cabarrus Joint Public Safety Training Facility																																									
Design																																									
Bidding/Contracts/Financing																																									
Construction																																									
22. Westside Park - Phase I																																									
Design																																									
Bidding/Contracts/Financing																																									
Construction																																									

Project Schedules (August 2024)

	2024					2025					2026					2027					2028																				
	Jul-Sep		Oct-Dec			Jan-Mar		Apr-Jun			Jul-Sep		Oct-Dec			Jan-Mar		Apr-Jun			Jul-Sep		Oct-Dec			Jan-Mar		Apr-Jun			Jul-Sep		Oct-Dec								
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
23. Brownfields Improvement Project - Phase I																																									
Design																																									
Bidding/Contracts																																									
Construction																																									
24. Bethpage Road Sidewalk																																									
Design/Property Acquisition																																									
Bidding/Contracts																																									
Construction																																									
25. MLK Bridge Aesthetic Enhancements																																									
Contribution to NCDOT																																									
26. Rogers Lake Rd Grade Separation Enhancements																																									
Contribution to NCDOT																																									
27. Cultural Arts Facility/History Museum																																									
Design/Property Acquisition																																									
Bidding/Contracts/Financing																																									
Construction																																									
28. Downtown Block 6 Investment																																									
Design/Property Acquisition																																									
Bidding/Contracts/Financing																																									
Construction																																									
29. Gem Theatre Renovations Phase III																																									
Design/Property Acquisition																																									
Bidding/Contracts/Financing																																									
Construction																																									



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Eddie Smith, Deputy City Manager
Subject: **BID AWARD - City Hall Renovations (AWARDED BID BY 5-1 VOTE)**

Action Requested by City Council

Award bid for the City Hall renovations to Miles-McClellan in the amount of \$1,192,800

Required Votes to Pass Required Action

Majority Present at Meeting

Background

During the April 8, 2024 City Council work session, Deputy City Manager Eddie Smith shared a presentation on the need to upfit existing shell space areas within City Hall to accommodate department growth related in Finance, HR, Planning, Engineering, Parks & Rec, Customer Service, and IT. Renovations were avoidable until now by allowing remote work, converting conference rooms into office space, deploying cubicles wherever space allows, and having staff members share offices, in some cases at the same time. We have reached the point where we need to renovate existing expansion areas to improve office dynamics, workflow, and Customer Service.

As a recap, the following goals will be met:

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

4. **Optimizing Visitor Flow:** Improving the flow of visitors within City Hall requires a combination of physical modifications and technological interventions. Visitors will check in at the newly created Concierge counter in the Customer Service Center, at which time they will receive a "Visitors" badge that allows them access to the elevators and stairwell. Visitors will then be given directions to efficiently reach their destination without having to roam the hallways. Implementation.

The Plan:

- A. **Needs Assessment: Complete.** Conducted a thorough assessment of departmental requirements, operational workflows, parking demand, and visitor traffic patterns to inform the renovation plan.
- B. **Design Phase: Complete.** Collaborated with Creech & Associates (John Crawford/Original architect of City Hall) and appropriate Department Heads to develop a comprehensive design proposal that Integrates the identified needs and objectives.
- C. **Project Bidding: Complete.** Bids came in **under-budget**.
- D. **Budgeting and Funding:** This Meeting. See Fiscal Consideration Section.
- E. **Construction:** Begin construction first week in September. Customer Service Center (CSC) employees will be relocating to the EOC/3rd Floor Training Room on August 28-30th. Signs will be posted in the City Hall vestibule, CSC doors, and on social media sharing alternate payment options and providing a phone number for additional service. Goal is to minimize disruptions to ongoing operations as much as possible with minimal impact on public access points and rentals. 6-8 month construction window. Estimated completion: Early February.

In conclusion, this renovation offers a holistic approach to addressing the evolving needs of City Hall while improving its functionality, accessibility, and sustainability. We believe that implementing these recommendations will position City Hall for continued success in serving the community effectively.

Fiscal Implications

An appropriation of cash reserves is needed to fund this project so the City Manager can execute the contract.

The budget is as follows:

\$85,800 Planning-Design-Construction Management
\$502,186 Furniture/Fixtures/Equipment (FFE) - Audio Visual (AV) - Access Card Readers
\$1,192,800 Construction (Building Renovations - Miles-McClellan)
\$254,164 Construction (Front Parking Area Renovations - change order with Oak Avenue Parking Lot contractor)
\$2,034,950 Total

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to award bid for the City Hall renovations to Miles-McClellan in the amount of \$1,192,800 (recommended)**
2. Table to a future meeting.
3. Take no action.

Attachments

1. 2024-07-19 Kannapolis Bid Certification Letter
2. Miles McClellan Bid Form

July 19, 2024

Eddie Smith
Deputy City Manager
401 Laureate Way
Kannapolis, NC 28081

Re: **Architecture Recommendation for Award of Construction Contract
1st and 2nd Floor City Hall Renovation Project**

Eddie,

On July 16, 2024, at 2:00 PM bids were received for a Stipulated Lump Sum Single Prime for General Construction for the City of Kannapolis 1st & 2nd Floor City Hall Renovation Project. Six (6) bids were received from general contractors and read out loud publicly. The bid form included a Total Base Bid and the number of days to complete the project, in addition to the backup required per the construction documents.

Since there were more than three (3) bidders with no irregularities, all bids were allowed to be read out loud. Of the six (6) bids received, Miles – McClellan Construction Company, Inc. is the apparent low bidder for the base bid with the overall cost of \$1,192,800.00. Upon review of Miles – McClellan Construction Company, Inc.'s complete bid submittal, we found no inconsistency with information regarding the HUB business requirements in good faith efforts provided in AFFIDAVIT A.

Miles – McClellan Construction Company, Inc.'s bid submittal and required supporting documents appear to be complete and responsive. Therefore, based upon this information, and pending their ability to provide the required bonds, our firm makes the recommendation to the City of Kannapolis for the award of a construction contract to Miles – McClellan Construction Company, Inc. for the amount of \$1,192,800.00. The supporting Bid Tabulation is attached as well as the bid form and the supporting documentation.

The total amount to allocate for this project with the amount of the base bid awarded to the contractor, the design fees remaining for the 1st Floor Renovation (\$49,000) and the construction administration for both projects (\$30,800), the 1st and 2nd Floor combined, would be a total of \$1,272,600.00. Please let me know if you have any questions or comments at this time and we would be glad to address them.

Very Truly Yours:
Creech & Associates, PLLC



John Crawford, AIA, CDT
Partner
Cc: File

BID INFORMATIONName of Bidder: Miles-McClellan Construction Co. Inc.Date: 7/16/2024Project Name: Kannapolis Municipal Center RenovationOwner: City of KannapolisDesigner: Creech & AssociatesDesigner Project Number: 2022-052**CERTIFICATIONS OF BASE BID**

The undersigned Bidder, hereby declares that he has carefully investigated the scope of work and having thoroughly familiarized himself with the Contract Documents relative hereto, and has read all special provisions furnished prior to the opening of the bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his sub-contractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by N.C. General Statute 143-129(j).

The bidder proposes and agrees if this proposal is accepted, to contract with City of Kannapolis, in the form of contract specified, to provide all necessary labor, equipment, materials, machinery, tools, apparatus, transportation, services, fees, permits, etc., to complete the construction, all in accordance with the aforementioned Contract Documents to the full and entire satisfaction of the City of Kannapolis, with definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents for the lump sum of:

A) BASE BID PRICE FOR FIRST FLOOR:

Seven Hundred Eighty-one Thousand Dollars (\$ 781,000.00).

B) BASE BID PRICE FOR SECOND FLOOR:

Three Hundred Fifty-Five thousand Dollars (\$ 355,000.00).

C) TOTAL BASE BID PRICE (A+B=C):

One million one hundred thirty-six Dollars (\$ 1,136,000.00).

Thous and .

D) Provide 5% of total base bid price as an owner contingency allowance and provide a Grand Total Base Bid Price. Any funds not used from this allowance will be returned to the Owner by deduct change order.

Fifty-Six Thousand Eight Hundred Dollars (\$ 56,800).

E) GRAND TOTAL BASE BID PRICE WITH OWNER CONTINGENCY (C+D=E):

One Million one Hundred Ninety-Two Dollars (\$ 1,192,800).
Thousand Eight Hundred

SUB-CONTRACTOR LIST:

The following shall execute subcontracts with the Bidder for the portion of the work indicated:

Wall Sub-Contractor (Name & License No.):

TBD License No. _____

Ceiling Sub-Contractor (Name & License No.):

TBD License No. _____

Flooring Sub-Contractor (Name & License No.):

TBD License No. _____

Electrical Sub-Contractor (Name & License No.):

ARC Electric company License No. 5321U

Mechanical Sub-Contractor (Name & License No.):

PC Godfrey License No. 1098

Plumbing Sub-Contractor (Name & License No.):

Kannapolis Service Co. License No. 11461

Fire Protection Sub-Contractor (Name & License No.):

The Hiller companies License No. 29854

TIME OF COMPLETION

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to proceed to be issued by Architect, and shall fully complete the Work within

140 calendar days.

LIQUIDATED DAMAGES:

The undersigned further agrees, stipulates, and fixes as Liquidated Damages if delayed, but not as a penalty, the sum of **One Hundred Dollars (\$100.00)** per calendar day that the undersigned together with the undersigned's surety shall pay the Owner for each calendar day or part thereof that expires after the date specified for the substantial completion of the work and until the Work is Substantially complete. By bidding, the undersigned hereby agrees to be responsible for liquidated damages.

BID SECURITY:

Accompanying this proposal is a bid security five percent (5%) of the Total Bid Price Sum in accordance with Instructions to Bidders in the form of (check one):

- ☒ Bid Bond (AIA Document A310-2010), or
- ☐ Cash, or
- ☐ Cashier's Check, or Certified Check.

RECIEPT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda which will be considered as part of the contract Documents:

Addendum No. <u>1</u>	Dated <u>7/3/2024</u>	Addendum No. _____	Dated _____
Addendum No. <u>2</u>	Dated <u>7/9/2024</u>	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

MBE INFORMATION:

Acknowledgement and submittal of MBE information is included with this Proposal: ☒ Yes ☐ No

CONTRACTOR'S LICENSE:

The undersigned further states that it is a duly licensed contractor for the proposed work in the State of North Carolina, and that all fees, permits, etc. pursuant to submitting this proposal have been paid in full.

ACKNOWLEDGEMENT AND REPRESENTATIONS:

If notice of acceptance of this bid is given to the undersigned within 90 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form promptly after it has been presented to him for signature. Certificates of Insurance and Performance and Payment bonds shall be furnished to the Owner at the execution of this agreement and as required by North Carolina General Statutes.

Upon request of the Owner, the undersigned bidder agrees to submit evidence in affidavit form of applicable experience, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Submittal will be in the form of AIA Document A305 Contractor's Qualification Statement. Bidder's qualifications information shall be considered confidential.

The undersigned bidder certifies the neither he/she, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in conjunction with this bid. The person signing this bid form represents that he/she has full authority and representative capacity to execute this Bid Form in the capacity indicated below.

The undersigned agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the Project, as liquidated damages for such failure; otherwise, the certified check, cash or bid bond accompanying the Proposal shall be returned to the undersigned.

The undersigned bidder agrees that they are expected to act as Project Expediter and coordinate work of all other contractors.

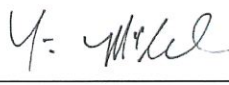
The firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the State of North Carolina, in granting the registration.

PROPOSAL SIGNATURE:

Respectfully submitted this 16th day of July, 20 24.

Miles-McClellan Construction Company Inc.

(Name of firm or corporation making bid)

By:  Tim McClellan
Signature and Typed Name

Title: Owner

Address of Bidder: 7120 Weddington Road, Suite 128

Concord, NC 28027

Bidders N.C. Contractor License No. 63358

Type of License: General Contracting

Limitations: Unlimited

Attest:

By: 

Title: Assistant Secretary

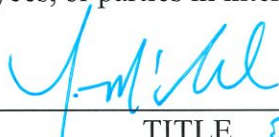
END OF DOCUMENT 00 41 13

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
CITY OF KANNAPOLIS

I Tim McClellan, being first duly sworn, deposes and says that:

1. He/She is the Owner of Miles-McClellan Construction,
the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners agents, representatives,
employees or parties of interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a
collusive or sham bid in connection with the contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to
secure through collusion, conspiracy, connivance or unlawful agreement any advantage
against the Owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of
its agents, representatives, owners, employees, or parties in interest, including this affiant.



TITLE President

Subscribed and sworn before me, this 16th day of July, 20 24

Notary Public



My Commission Expires 03/13/2028

END OF DOCUMENT 00 45 19

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF KANNAPOLIS

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I, being duly authorized by and on behalf of Miles-McClellan Construction
 ("Contractor"), have bid on an agreement with Kannapolis, North Carolina ("Kannapolis")

2. As part of my duties and responsibilities pursuant to said agreement, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☐ After hiring an employee to work in North Carolina, I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☒ I employ fewer than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said agreement, I attest that to the best of my knowledge any subcontractors employed as a part of this agreement are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

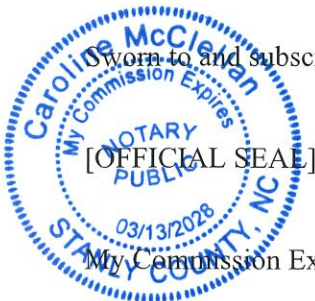
☒ After hiring an employee to work in North Carolina, the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☒ The subcontractor employs fewer than twenty-five (25) employees in the State of North Carolina. Specify subcontractor: _____

This the 16th day of July, 2024.

Tim McClellan
 Affiant

Tim McClellan
 Printed Name



Sworn to and subscribed before me, this the 16th day of July, 2024.

[OFFICIAL SEAL]

My Commission Expires: 03/13/2028

Caroline McClellan
Stanley County, Notary Public

END OF DOCUMENT 00 45 36



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Midwest: Smith, Molino & Sichko Franchise Insurance Agency Inc 570 Polaris Parkway, Suite 450 Westerville OH 43082		CONTACT NAME: Rachel Lentz PHONE (A/C, No, Ext): (614) 451-2232 FAX (A/C, No): (855) 720-4940 E-MAIL ADDRESS: rachel-lentz@leavitt.com	
INSURED Miles-McClellan Construction Company, Inc. 7504 East Independence Blvd, Suite 100 Charlotte NC 28227		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Co of PA INSURER B: Columbia Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19445 31127	

COVERAGES

CERTIFICATE NUMBER: 23/24 NC Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			350-67-54	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			454-48-62	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR			7034457257	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 025-89-3813	9/1/2023	9/1/2024	☒ PER STATUTE ☒ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance
Proof of Insurance
Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brad Stammer/RALENT

© 1988-2014 ACORD CORPORATION. All rights reserved.

I, Myles-McClellan Construction

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

**HUB
Certified
(Y/N)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be (\$) 27,400.00.

State of North Carolina AFFIDAVIT A – Listing of Good Faith EffortsCounty of Cabarrus

(Name of Bidder)

Affidavit of Miles-McClellan Construction Company

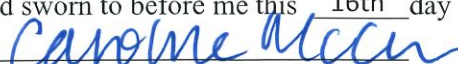
I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 7/16/2024Name of Authorized Officer: Tim McClellanSignature: Title: OwnerState of NC, County of StanlySubscribed and sworn to before me this 16th day of July 20 24Notary Public My commission expires 03/13/2028

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Miles-McClellan Construction Company, Inc.

7120 Weddington Road
Concord, NC 28027

OWNER:

(Name, legal status and address)

City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

Mailing Address for Notices

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

Kannapolis Municipal Center 2nd Floor Renovation

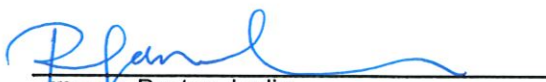
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

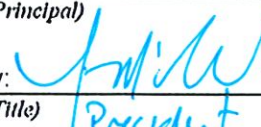
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of July, 2024.


(Witness)


(Witness) Peyton Janlin

Miles-McClellan Construction Company, Inc.
(Principal) (Seal)

By: 
(Title) President

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: 
(Title) Amy M. Perdue Attorney-in-Fact

Surety Phone No.: 847-605-6000

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gregory R. OVERMYER, Stephanie M. WHITE, Amy M. PERDUE, Jack KEHL, David N. CATANESE, Peyton JANLIN, Brian MOZENA all of Columbus, Ohio, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A handwritten signature of Robert D. Murray in black ink.

By: *Robert D. Murray*
Vice President

A handwritten signature of Dawn E. Brown in black ink.

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

A handwritten signature of the Notary Public in black ink.

Iva Bethia
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of JULY, 2024



Mary Jean Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks	17,844,130
Cash and Short-Term Investments	16,050,471
Reinsurance Recoverable	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 480,301
Ceded Reinsurance Premiums Payable	43,278,637
Remittances and Items Unallocated	868
Payable to parents, snbs and affiliates	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 80,115,362
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.

Ryan Horgan
Notary Public



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



Certificate of Compliance

Issued 03/19/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Workers Compensation

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$284,263,392, liabilities in the amount of \$43,395,865, and surplus of at least \$240,867,527.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





To: Mayor and City Council

From: Mike Legg, City Manager, Brian Roberts, Finance Director

Subject: **BUDGET AMENDMENTS - (BA) Strategic Plan Capital Projects (TABLED BA#24-06 & BA#24-07). ALL BA'S WERE APPROVED BY A 5-1 VOTE.**

Action Requested by City Council

Five separate City Council actions are recommended:

1. Motion to approve Budget Amendment #25-03
2. Motion to approve Budget Amendment #25-04
3. Motion to approve Budget Amendment #25-05
4. Motion to approve Budget Amendment #25-06
5. Motion to approve Budget Amendment #25-07

Required Votes to Pass Required Action

Majority Present at Meeting

Background

To begin implementation of the Strategic Plan projects included in the projected 5-year financial plan, a number of budget amendments are necessary. These initial funding requests support 16 of the currently identified 29 Strategic Plan projects with a total of \$8,298,300. Approximately \$3.9 million of this initial funding amount supports the full budget for renovations to City Hall and the estimated full budget for the Public Works Operations Center improvements. Another ~\$1.7 million is for funding set-asides (including some initial planning work) for a future Cultural Arts Facility/History Museum and a potential downtown Block 6 Public-Private Partnership. The remaining funding for the other 12 projects is primarily in three categories: 1) planning, project scoping and design, 2) contributions to other entities (developer partners, NCDOT, etc.), and 3) small cash funded capital projects. Future budget amendments will establish the appropriate revenue streams to support the full completion of these projects (totaling an estimated \$109.6 million) over the next five years. The total estimate includes a projected \$14.3 million in outside funding (grants, public probate partnerships and inter-local agreements). A significant part of this total amount will be financed with new short and long term debt to be included in future annual budgets.

- **Budget Amendment #25-03 = \$2,034,950.** This budget amendment only includes one project: City Hall Renovations.
- **Budget Amendment #25-04 = \$1,214,761.** This budget amendment includes six projects: 1) Block 10 Park contribution, 2) I-85 Monuments design and bidding, 3) Fire Department Logistics Building design/scoping, 4) MLK Bridge enhancements contribution, 5) Rogers Lake Road Grade Separation enhancements contribution, and 6) The Gem Theater Phase III renovations design and part construction. The projects in this budget amendment are more operational in nature and all should be completed within the current fiscal year, but still may

need to be capitalized for those projects where the City will own the asset.

- **Budget Amendment #25-05 = \$813,242.** This budget amendment includes four projects: 1) Fire Department Training Tower planning and design, 2) Western Cabarrus Transmission Tower planning and design, 3) Main Street Parking planning and design, and 4) Oak Avenue Parking Lot full project cost. The projects in this budget are generally smaller projects, some with multi phases and therefore in multi-year funds but denoted by a project code for tracking purposes (revenue and expenses).
- **Budget Amendment #25-06 = \$2,601,000.** This budget amendment includes three projects: 1) Midway Revitalization - Phase I planning and design, 2) Eastside Park design and construction administration, and 3) Public Works Operation Center Renovations full budget. This budget amendment includes \$1,194,750 from the General Fund and \$1,406,250 from the Water and Sewer Fund. The projects in this budget amendment are traditional large capital projects that span over multiple fiscal years, may have debt proceeds or outside funding (grants) tied to them.
- **Budget Amendment #25-07 = \$1,634,347.** This budget amendment includes two projects: 1) Cultural Arts Facility/History Museum - first year funding set aside, and 2) Downtown Block 6 Public-Private Partnership Investment - first year funding set aside. Funding for these projects will be in individual, stand-alone funds so the funding which is set aside specifically for these purposes can be properly tracked.

Fiscal Implications

The five Budget Amendments described above total \$8,298,300 in total funding. These funds are either appropriations from cash reserves or are included in the FY 25 Budget.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

Five separate City Council actions are recommended:

1. **Motion to approve Budget Amendment #25-03 (recommended)**
2. **Motion to approve Budget Amendment #25-04 (recommended)**
3. **Motion to approve Budget Amendment #25-05 (recommended)**
4. **Motion to approve Budget Amendment #25-06 (recommended)**
5. **Motion to approve Budget Amendment #25-07 (recommended)**
6. Table one or more budget amendments to a future meeting.
7. Take no action.

Attachments

1. BA 25-03 City Hall Renovations
2. BA 25-04 Six Small Projects
3. BA 25-05 Four Mid-Sized Projects
4. BA 25-06 Three Large Projects
5. BA 25-07 Two Large Fund Set Aside Projects

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024
AND ENDING JUNE 30, 2025
Amendment # 25-03**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets for the City Hall Upfits. This involves initial planning and design funding, furniture and fixtures and construction. This involves upfitting the first-floor shell space- moving Parks to the first floor, reworking the Customer Service space and upfitting the second-floor shell space for HR and IT. Breakdown of costs is as follow: \$85,800 on planning-design-construction management, \$502,186 for furniture, fixtures & equipment and the temporary move of Customer Service in the EOC (third floor) and AV upgrades for the spaces and \$1,446,964 in construction costs.

SECTION I– GENERAL FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$ 2,034,950
Expenditure:	Increase: Non Dept: Capital Improvements Expenditure: 10000-59400-CHALL	\$ 1,532,764
Expenditure:	Increase: Non Dept: Non-Depreciable Capital Expenditure: 10000-51750-CHALL	\$ 502,186

This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024
AND ENDING JUNE 30, 2025
Amendment # 25-04**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets the following Strategic Plan projects:

- Block 10 Park contribution at \$600,000.
- Design costs for the I-85 Monuments. Full construction costs will be funded later after bids are finalized.
- Design and planning cost for the Fire Department Logistics Building. This project will include a federal grant of \$345,000 and the City will fund the remaining cost. After planning and design is completed, another budget amendment will be prepared to appropriate the remaining funds including the grant funding.
- MLK Bridge enhancement funding at \$158,000. This project was initially funded in FY 24 but was unable to be completed. Due to crossing fiscal years, a budget amendment is needed to reappropriate (roll) this funding forward to FY 25.
- Rogers Lake Road grade separation costs. There are 2 major components of this project: water line relocation, which is already funded in the Water and Sewer Fund at \$200,000 and an estimated \$91,260 in the General Fund for sidewalk fencing and mast arm poles.
- The Gem Theater received \$126,126 in donations from brick and seat sale packages. Staff is proposing to use this funding plus unspent funds from the past renovation project of \$108,375 to begin a third phase of additional work at the Gem. This project will generally include: 1) a second concessions space, 2) office space, 3) asbestos removal in the 2nd floor spaces, 4) multi-use space including a potential small visitor's center for downtown, and 5) basement green room/storage upfits.

SECTION I– GENERAL FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$ 1,214,761
Expenditure:	Increase: Non-Departmental: Developer Contribution Expenditure: 10000-43406-BLK10	\$ 600,000
Expenditure:	Increase: Non-Departmental: Capital Improvements Expenditure: 10000-59400-I85	\$ 81,000
Expenditure:	Increase: Non-Departmental: FD Logistics Building Expenditure: 10000-59500-FDLOG	\$ 50,000
Expenditure:	Increase: Streets: Contracted Services Expenditure: 13500-48000-MLK	\$ 158,000
Expenditure:	Increase: Streets: Contracted Services Expenditure: 13500-48000-ROGER	\$ 91,260

Expenditure:	Increase: Non-Departmental: Capital Imp.	\$ 234,501
	Expenditure: 10000-59400-GEM	

This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024
AND ENDING JUNE 30, 2025
Amendment # 25-05**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets the following Strategic Plan projects under a multi-year project fund within the General Fund.

- \$150,000 for planning and design for a new Fire Department Training Tower. Another budget amendment will be necessary to fund construction after the project is bid.
- \$200,000 for planning and design for the Western Cabarrus Communications Tower. This project will include a federal grant of \$963,000. The City will fund the remaining construction costs of this project (~\$837,000). Another budget amendment will be required once the project is bid, and the grant received.
- \$167,881 for initial planning and design costs for the Main Street Parking lot project. Another budget amendment will be necessary to fund construction after the project is bid.
- \$295,361 to fund the construction of the Oak Avenue Parking lot project. This project was initially funded in FY 24 but was unable to be completed before the end of the fiscal year, therefore, the budget must be reappropriated to FY 25.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$ 813,242
Expenditure:	Increase: Transfer to Capital Project Fund Expenditure: 19000-57200	\$ 813,242

SECTION II – GENERAL FUND- MULTI YEAR FUND (Fund 180)

Revenue:	Increase: Transfer from the General Fund Revenue: 18090-39200-FDTWR	\$ 150,000
Expenditure:	Increase: Capital Improvements: Fire Dept. Training Twr Expenditure: 18090-59400-FDTWR	\$ 150,000
Revenue:	Increase: Transfer from the General Fund Revenue: 18090-39200-WCTWR	\$ 200,000
Expenditure:	Increase: Capital Improvements: Western Cab. Comm. Twr Expenditure: 18090-59400-WCTWR	\$ 200,000

Revenue:	Increase: Transfer from the General Fund Revenue: 18090-39200-MAIN	\$ 167,881
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Expenditure:	Increase: Capital Improvements: Main Street Parking Expenditure: 18090-59400-MAIN	\$ 167,881
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Revenue:	Increase: Transfer from the General Fund Revenue: 18090-39200-OAKAV	\$ 295,361
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Expenditure:	Increase: Capital Improvements: Oak Avenue Parking Expenditure: 18090-59400-OAKAV	\$ 295,361
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This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024
AND ENDING JUNE 30, 2025
Amendment # 25-06**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets the following capital project funds for:

- \$250,000 in planning and design for the Midway Revitalization project. A capital project fund is established for this project because of the cost, its span over multiple fiscal years and the need to potentially issue debt related to this project. It is also anticipated that Community Development Block Grant funds could be used for this project. Future budget amendments will be necessary for this project.
- \$476,000 in planning and design for Eastside Park. A capital project fund is set up for this project because of the cost, its span over multiple fiscal years and the need to issue debt for this project. The project budget assumes a North Carolina PARTF grant in the amount of \$500,000 for this project. If awarded, this grant coupled with debt proceeds will be appropriated to the project fund to fund the remaining costs of this project. This additional funding would be part of a future budget amendment.
- \$468,000 in General Fund funding for the Public Works Operations Center improvements at 25% of total project costs and \$1,406,250 (75%) of total project costs from the Water and Sewer Fund. A higher percentage of employees working at Public Works are accounted for in the Water and Sewer Fund.

SECTION I – GENERAL FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$ 250,000
Expenditure:	Increase: Transfer to Capital Project Fund Expenditure: 19000-57200	\$ 250,000
Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$ 476,000
Expenditure:	Increase: Transfer to Capital Project Fund Expenditure: 19000-57200	\$ 476,000
Revenue:	Increase: Fund Balance Appropriation Revenue: 19900-39900	\$ 468,750
Expenditure:	Increase: Transfer to Capital Project Fund Expenditure: 19000-57200	\$ 468,750

SECTION II – MIDWAY REVITALIZATION (FUND 236)

Revenue:	Increase: Transfer from the General Fund Revenue: 23690-39200	\$ 250,000
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Expenditure:	Increase: Midway: Contracted Services Expenditure: 23690-48000	\$ 250,000
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SECTION III – EASTSIDE PARK (FUND 237)

Revenue:	Increase: Transfer from the General Fund Revenue: 23790-39200	\$ 476,000
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Expenditure:	Increase: Eastside Park: Contracted Services Expenditure: 23790-48000	\$ 476,000
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SECTION IIII – WATER AND SEWER FUND

Revenue:	Increase: Fund Balance Appropriation Revenue: 39900-39900	\$ 1,406,250
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Expenditure:	Increase: Transfer to Capital Project Fund Expenditure: 39000-57200	\$ 1,406,250
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SECTION V – PUBLIC WORKS OPERATIONS CENTER- PHASE I

Revenue:	Increase: Transfer from General Fund: Revenue: 34000-39200-PWOC1	\$ 468,750
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Revenue:	Increase: Transfer from Water and Sewer Revenue: 34000-39500-PWOC1	\$ 1,406,250
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Expenditure:	Increase: Capital: Public Works Ops. Center Expenditure: 34000-59200-PWOC1	\$ 1,875,000
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This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**ORDINANCE AMENDING BUDGET FOR THE
CITY OF KANNAPOLIS, NORTH CAROLINA
FOR THE FISCAL YEAR BEGINNING JULY 1, 2024
AND ENDING JUNE 30, 2025
Amendment # 25-07**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina meeting in open session this 12th day of August 2024, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, is hereby adopted:

Description: This budget amendment budgets the following capital project funds for:

- \$746,115 which as of this Budget Amendment equals 84% of one penny value on the tax rate (\$888,232) to establish initial funding for a cultural arts facility/history museum. Additional funding will be required in future budget years to complete the project.
- \$888,232 which as of this Budget Amendment adoption equals 100% of one penny value on the tax rate (\$888,232) to establish a project fund for downtown economic development efforts, specifically related to a potential public-private partnership on property commonly referred to as “Block 6.”

SECTION I– CULTURAL ARTS FACILITY/ HISTORY MUSEUM (Fund 241)

Revenue:	Increase: Transfer from the General Fund	\$ 746,115
	Revenue: 241090-39200	

Expenditure:	Increase: Contracted Services: Cultural Arts/History Museum	\$ 746,115
	Expenditure: 241090-48000	

SECTION II– CULTURAL ARTS FACILITY/ HISTORY MUSEUM (Fund 242)

Revenue:	Increase: Transfer from the General Fund	\$ 888,232
	Revenue: 242090-39200	

Expenditure:	Increase: Developer Contribution: Block 6	\$ 888,232
	Expenditure: 242090-43406	

This ordinance is approved and adopted on this 12th day of August 2024.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council

From: Wilmer Melton, Assistant City Manager, Michael Rattler, Director of Transportation & Environmental Services

Subject: **NORTH LOOP ROAD PAVEMENT MARKING PLAN** - Authorize Staff to proceed with the previously approved roadway pavement marking plan. **(3-3 TIED VOTE. MOTION FAILED)**

Action Requested by City Council

Motion authorizing staff to proceed with the previously approved roadway pavement marking plan for North Loop Road.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

At the May 20 City Council meeting the 2024 resurfacing contract was approved which included roadway safety enhancements to Loop Road as a part of the project. The safety enhancements included multimodal facilities that provided the following benefits:

Motorists Benefits

- Reducing the number of travel lanes which calms traffic - resulting in lower speeds, which reduces the accident rate and crash severity.
- Reduction in traffic volume with the potential for vehicle trips to be converted to bike or walking trips as the corridor is made safer for cyclists and pedestrians
- Decreased potential for sideswipe and lane change accidents by eliminating side by side driving in the same direction.
- Left turn movement conflicts are reduced by half with one lane in each direction as compared to two lanes in each direction, potentially lowering crash rates.

Pedestrian Benefits

- The proposed section is safer for pedestrians walking or running along N. Loop Rd by providing a large buffer between vehicles and pedestrians on the existing sidewalk. The sidewalks along Loop Rd have been heavily used since the construction of Loop Rd and will continue to be a part of the Kannapolis' Discover a Healthy Life programs such as Loop the Loop and 5k runs that are staged along (or cross) N. Loop Rd.
- Safer for pedestrians crossing N. Loop Rd from adjacent neighborhoods by improving crossing opportunities by reducing the number of lanes of traffic required to cross.

The City's contractor began pre-marking the road on Saturday, August 3 with plans to begin final pavement markings on Monday, August 5, but after hearing concerns from City Council members, staff instructed the contractor to stop work until a final decision was made regarding the desired lane configuration. The recommended option is to proceed with the proposed plan as previously approved by City Council at the May 20th meeting. However, if City Council desires to make modifications at this point, there are two options to reconfigure Loop Road to its original cross-section.

1. Mill and overlay the newly resurfaced roadway at a cost of approximately \$428,000.
2. Cover existing markings with black paint at a cost of approximately \$86,200. Though this is an option, it is not recommended; based upon past experience, the black paint ultimately wears off, which exposes the underlying temporary pavement markings, creating confusion for motorists.

Attached to this staff report is a USDOT information sheet focused on lane configurations similar to the one planned for North Loop Road. Also attached are the final design/stripping plans for the reconfigured travel lanes.

Fiscal Implications

The recommended option is at no additional expense and will be covered within the existing contract.

If City Council directs staff to reconfigure the roadway back to its original cross-section and markings, staff will proceed immediately and will bring back a budget amendment at a future meeting to address the cost increases.

Policy Issues

None

Legal Issues

None

Recommendations and Alternate Courses of Action

1. **Direct staff to proceed with roadway pavement marking plan for North Loop Road as previously approved as part of the 2024 Resurfacing Contract that included the roadway safety enhancement (recommended)**
2. Direct staff to restore the original road cross-section that includes two through lanes in each direction and a center turn lane by milling and overlaying the newly resurfaced road.
3. Direct staff to restore the original road cross-section that includes two through lanes in each direction and a center turn lane by covering the existing markings with black paint.
4. Table the action to a future meeting.

Attachments

1. USDOT Road Diets (Roadway Reconfiguration)
2. North Loop-Road Lane Reconfiguration Plan



Safety Benefits:

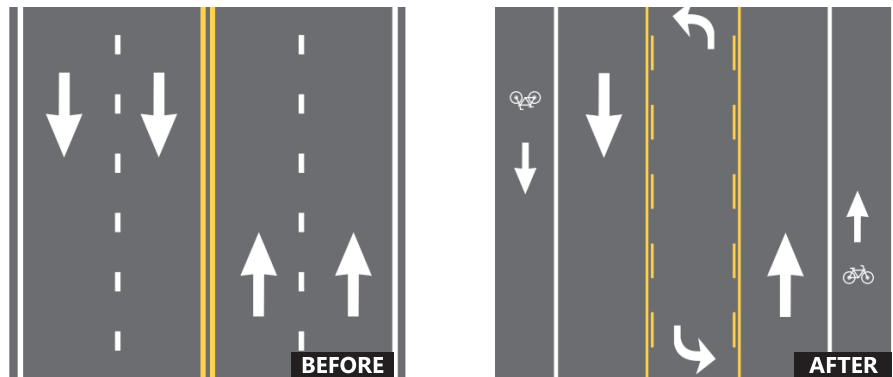
4-Lane to 3-Lane
Road Diet Conversions

19-47%

reduction in total crashes.¹

Road Diets (Roadway Reconfiguration)

A Road Diet, or roadway reconfiguration, can improve safety, calm traffic, provide better mobility and access for all road users, and enhance overall quality of life. A Road Diet typically involves converting an existing four-lane undivided roadway to a three-lane roadway consisting of two through lanes and a center two-way left-turn lane (TWLTL).



Before and after example of a Road Diet. Source: FHWA

Benefits of Road Diet installations may include:

- Reduction of rear-end and left-turn crashes due to the dedicated left-turn lane.
- Reduced right-angle crashes as side street motorists cross three versus four travel lanes.
- Fewer lanes for pedestrians to cross.
- Opportunity to install pedestrian refuge islands, bicycle lanes, on-street parking, or transit stops.
- Traffic calming and more consistent speeds.
- A more community-focused, Complete Streets environment that better accommodates the needs of all road users.

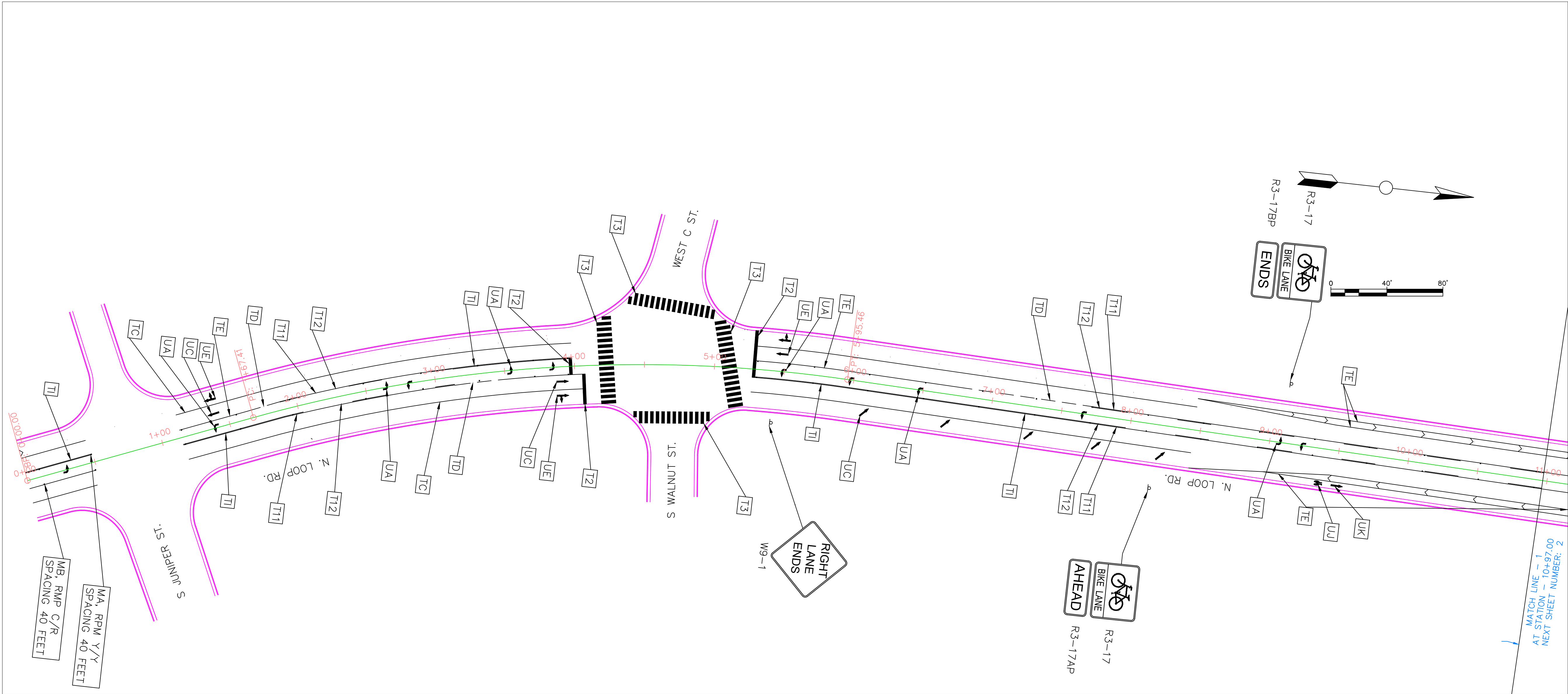
A Road Diet can be a low-cost safety solution when planned in conjunction with a simple pavement overlay, and the reconfiguration can be accomplished at no additional cost. Typically, a Road Diet is implemented on a roadway with a current and future average daily traffic of 25,000 or less.



Road Diet project in Honolulu, Hawaii.
Source: Leidos

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and <https://highways.dot.gov/safety/other/road-diets>.

¹ (CMF ID: [5554.2841](#)) Evaluation of Lane Reduction "Road Diet" Measures on Crashes, FHWA-HRT-10-053, (2010).



ROADWAY STANDARD DRAWINGS

THE FOLLOWING ROADWAY STANDARDS AS APPEAR IN "ROADWAY STANDARD DRAWINGS" - PROJECT SERVICES UNIT - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2024 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THIS PLAN:

STD. NO.	TITLE
1205.01	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS
1205.02	PAVEMENT MARKINGS - 2 LANE AND MULTILANE ROADWAYS
1205.04	PAVEMENT MARKINGS - INTERSECTIONS
1205.05	PAVEMENT MARKINGS - TURN LANES
1205.07	PAVEMENT MARKINGS - PEDESTRIAN CROSSWALKS
1205.08	PAVEMENT MARKINGS - SYMBOLS AND WORD MESSAGES
1205.09	PAVEMENT MARKINGS - PAINTED ISLANDS
1205.16	PAVEMENT MARKINGS - BICYCLE FACILITIES

GENERAL NOTES

- USE THE DETAILS ABOVE AND THE FOLLOWING NOTES FOR GUIDANCE IN PLACING ALL MARKINGS. REFER TO NCDOT ROADWAY STANDARD DRAWINGS, MUTCD AND ADA STANDARDS FOR ADDITIONAL GUIDANCE.
- THE HI-VISIBILITY CROSSWALK MARKINGS SHALL BE INSTALLED AS SPECIFIED BY THE MUTCD.
- SET BACK DISTANCE FROM INSIDE CROSSWALK MARKING TO NEAREST EDGE OF TRAVEL IS 4' MINIMUM.
- STOP BAR LOCATIONS AT NON-SIGNALIZED INTERSECTIONS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER.
- UNLESS OTHERWISE SPECIFIED, HEATED-IN-PLACE THERMOPLASTIC MAY BE USED IN LIEU OF EXTRUDED THERMOPLASTIC FOR STOP BARS, SYMBOLS, CHARACTERS AND DIAGONALS.
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PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION	PAY ITEM
MA	PERMANENT RAISED MARKER	(YELLOW/YELLOW)
MB	PERMANENT RAISED MARKER	(CRYSTAL/RED)
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T3	WHITE CROSSWALK LINE	(24", 90 MIL) THERMOPLASTIC
T6	WHITE 4" GORE LINE	(4", 90 MIL) THERMOPLASTIC
T8	2 FT-6 FT/SP WHITE MINISKIP	(4", 90 MIL) THERMOPLASTIC
T11	YELLOW SINGLE CENTER	(4", 90 MIL) THERMOPLASTIC
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TC	10 FT WHITE SKIP	(4", 90 MIL) THERMOPLASTIC
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TN	WHITE GORELINE	(8", 90 MIL) THERMOPLASTIC
TP	YELLOW DIAGONAL	(8", 90 MIL) THERMOPLASTIC
TQ	WHITE CROSSWALK LINE	(8", 90 MIL) THERMOPLASTIC
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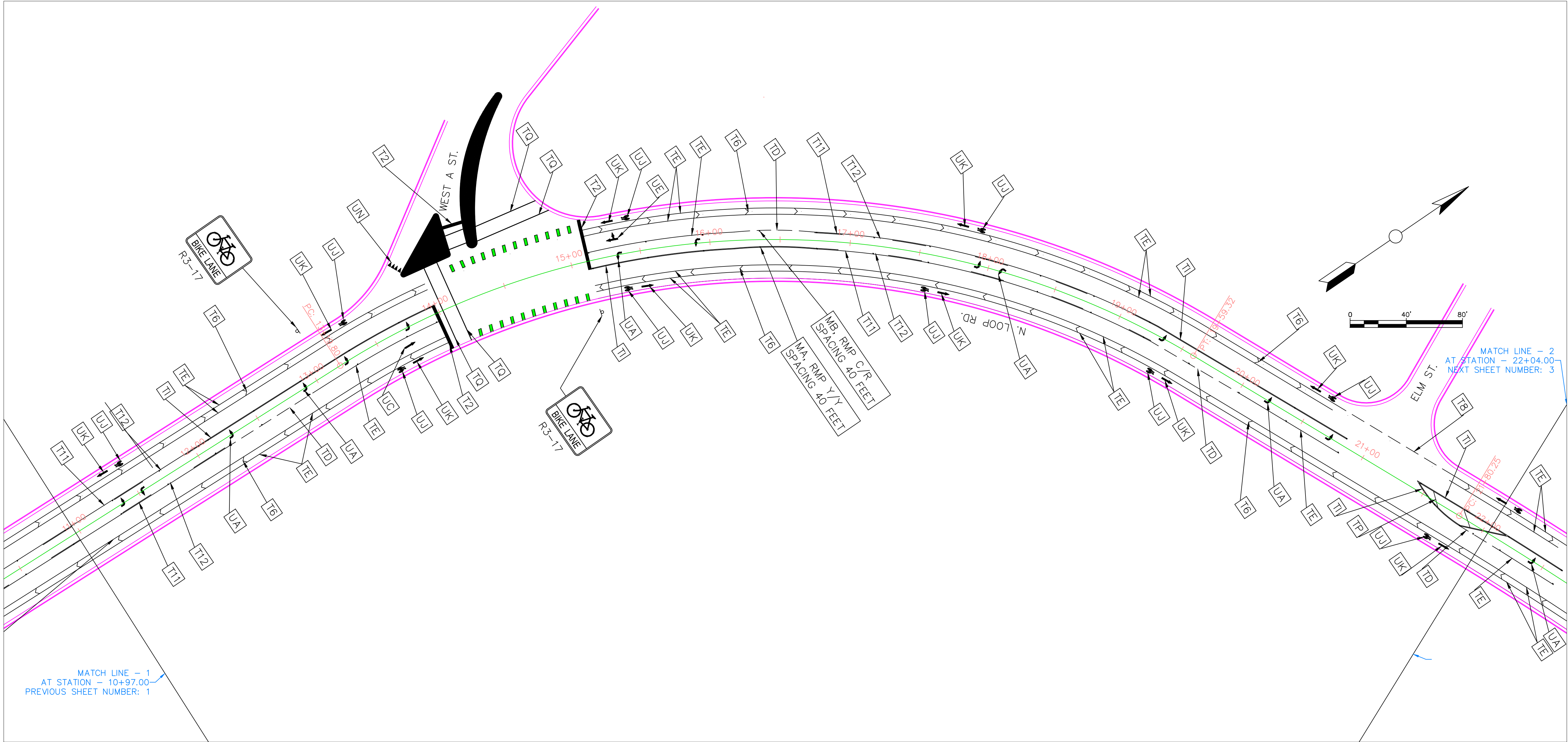


NAYLOR TRANSPORTATION ENGINEERING
3958 COLD SPRINGS RD.
CONCORD, NC 28025 704.796.0719

N. LOOP RD. RESURFACING PAVEMENT MARKING PLAN

DATE 4/9/2024 SCALE 1"=40' SHEET 1 OF 5

PLAN PREPARED BY: DAVID W. NAYLOR, P.E.



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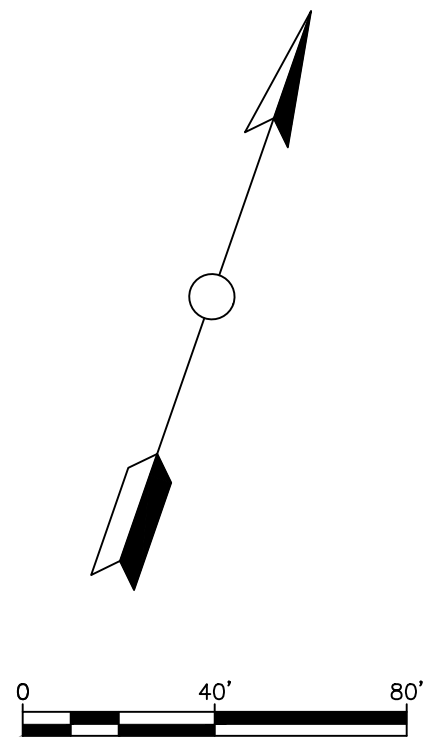
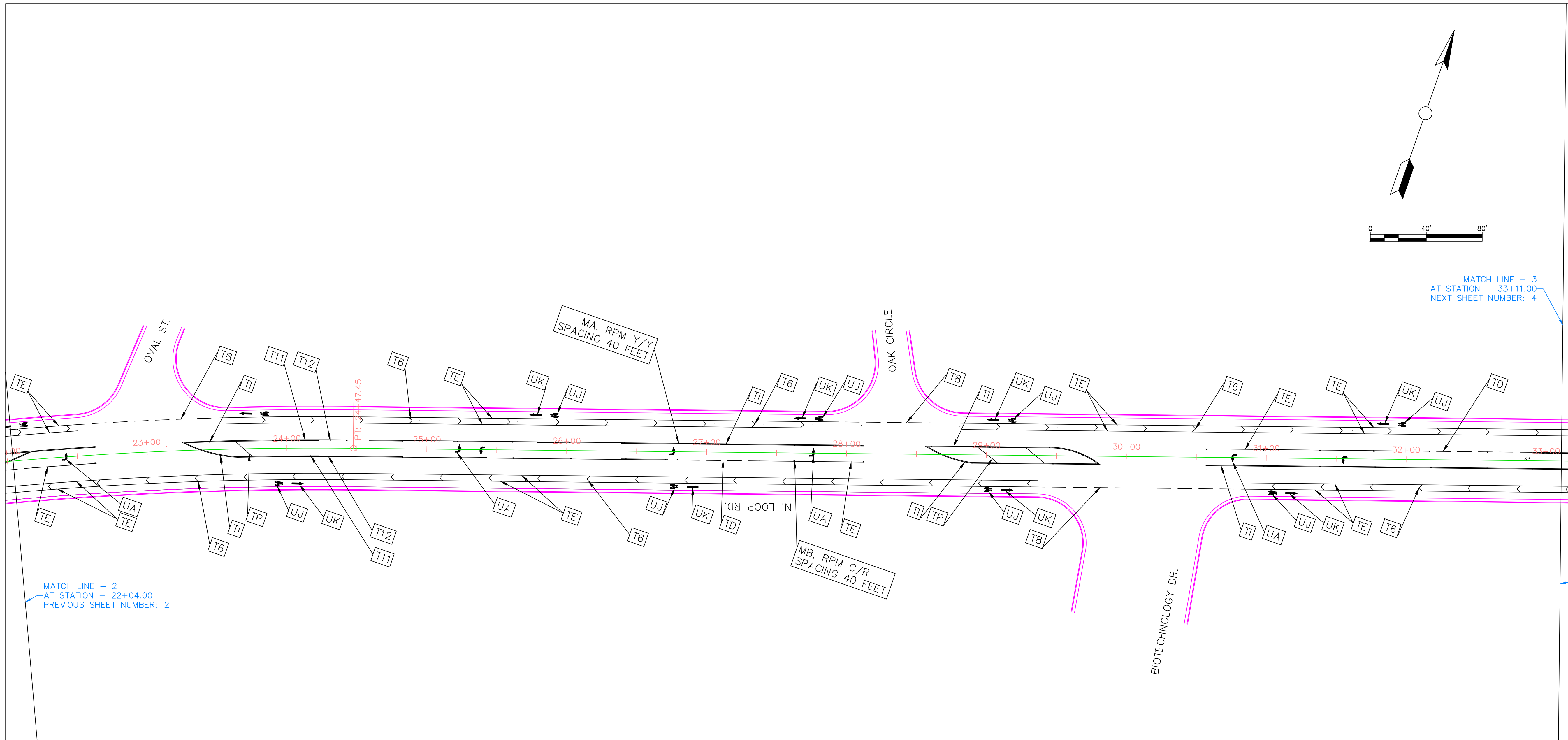


NAYLOR TRANSPORTATION ENGINEERING
3958 COLD SPRINGS RD.
CONCORD, NC 28025 704.796.0719

N. LOOP RD. RESURFACING PAVEMENT MARKING PLAN

DATE 4/9/2024 SCALE 1"=40' SHEET 2 OF 5

PLAN PREPARED BY: DAVID W. NAYLOR, P.E.



MATCH LINE - 3
AT STATION - 33+11.00
NEXT SHEET NUMBER: 4

MATCH LINE - 2
AT STATION - 22+04.00
PREVIOUS SHEET NUMBER: 2

ROADWAY STANDARD DRAWINGS

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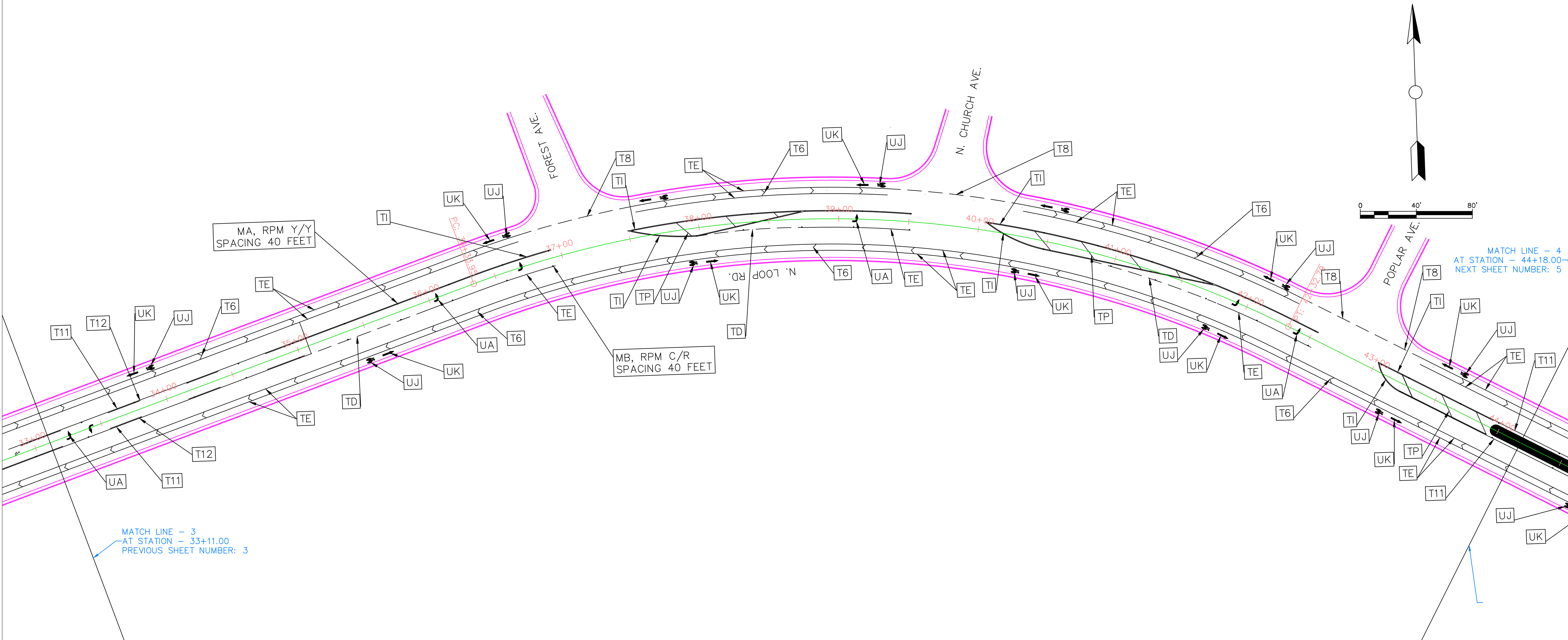


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N. LOOP RD. RESURFACING PAVEMENT MARKING PLAN

DATE 4/9/2024 SCALE 1"=40' SHEET 3 OF 5

PLAN PREPARED BY: DAVID W. NAYLOR, P.E.



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TC	10 FT WHITE SKIP	(4", 90 MIL) THERMOPLASTIC
TD	3 FT-9 FT/SP WHITE MINISKIP	(4", 90 MIL) THERMOPLASTIC
TE	WHITE SOLID LANE LINE	(4", 90 MIL) THERMOPLASTIC
TI	YELLOW DOUBLE CENTER	(4", 90 MIL) THERMOPLASTIC
TN	WHITE GORELINE	(8", 90 MIL) THERMOPLASTIC
TP	YELLOW DIAGONAL	(8", 90 MIL) THERMOPLASTIC
TQ	WHITE CROSSWALK LINE	(8", 90 MIL) THERMOPLASTIC
UA	LEFT TURN ARROW	(90 MIL) THERMOPLASTIC
UC	STRAIGHT ARROW	(90 MIL) THERMOPLASTIC
UE	COMBO STRAIGHT/RIGHT	(90 MIL) THERMOPLASTIC
UJ	BICYCLE SYMBOL, HEAT IN PLACE	(90 MIL) THERMOPLASTIC
UK	BICYCLE STRAIGHT ARROW, HEAT IN PLACE	(90 MIL) THERMOPLASTIC
UM	24" YIELD LINE TRIANGLE	(90 MIL) THERMOPLASTIC
UN	24" GREEN BICYCLE LANE EXTENSION	(90 MIL) THERMOPLASTIC

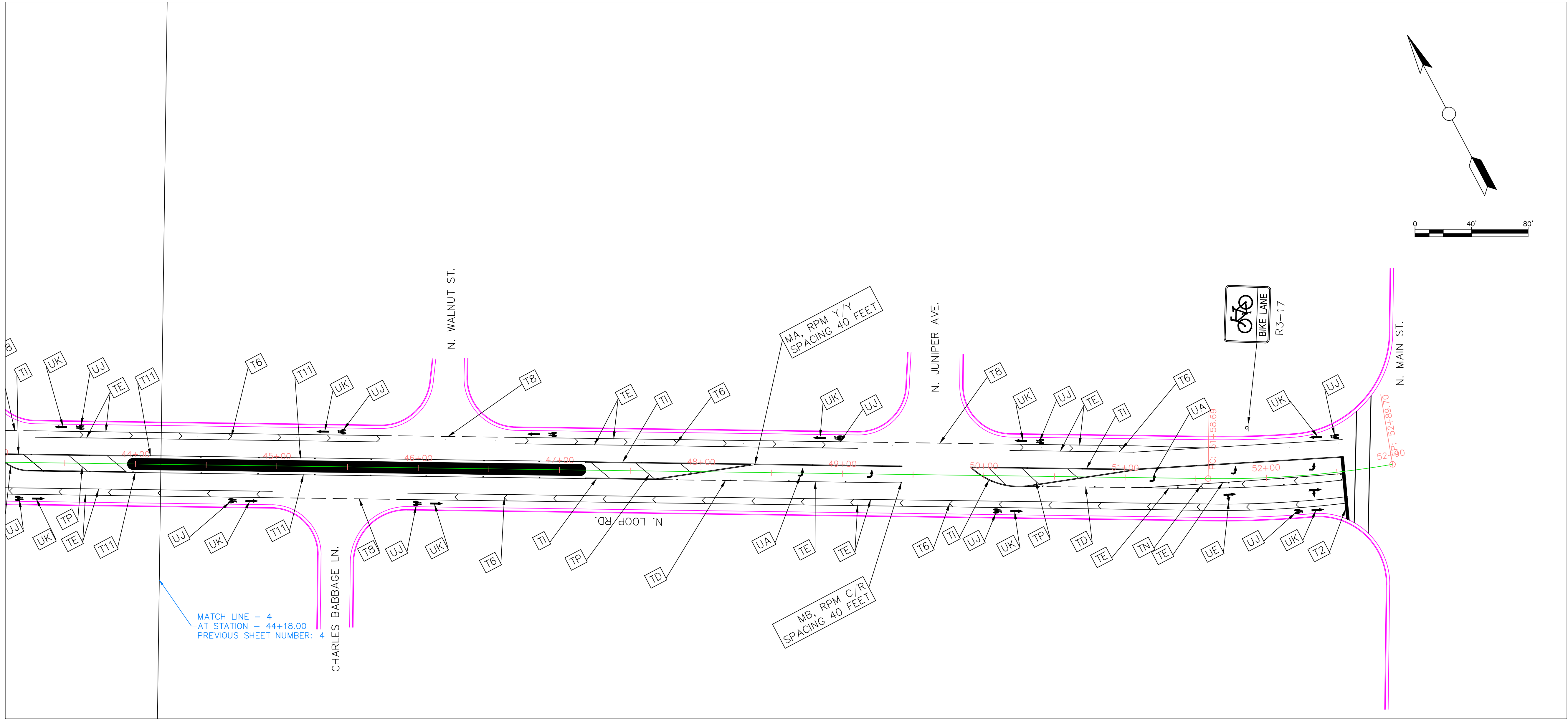


NAYLOR TRANSPORTATION ENGINEERING
3958 COLD SPRINGS RD.
CONCORD, NC 28025 704.796.0719

N. LOOP RD. RESURFACING PAVEMENT MARKING PLAN

DATE 4/9/2024 SCALE 1"=40' SHEET 4 OF 5

PLAN PREPARED BY: DAVID W. NAYLOR, P.E.



ROADWAY STANDARD DRAWINGS

THE FOLLOWING ROADWAY STANDARDS AS APPEAR IN "ROADWAY STANDARD DRAWINGS" - PROJECT SERVICES UNIT - N.C. DEPARTMENT OF TRANSPORTATION - RALEIGH, N.C., DATED JANUARY 2024 ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE HEREBY ARE CONSIDERED A PART OF THIS PLAN:

STD. NO.	TITLE
1205.01	PAVEMENT MARKINGS - LINE TYPES AND OFFSETS
1205.02	PAVEMENT MARKINGS - 2 LANE AND MULTILANE ROADWAYS
1205.04	PAVEMENT MARKINGS - INTERSECTIONS
1205.05	PAVEMENT MARKINGS - TURN LANES
1205.07	PAVEMENT MARKINGS - PEDESTRIAN CROSSWALKS
1205.08	PAVEMENT MARKINGS - SYMBOLS AND WORD MESSAGES
1205.09	PAVEMENT MARKINGS - PAINTED ISLANDS
1205.16	PAVEMENT MARKINGS - BICYCLE FACILITIES

GENERAL NOTES

- USE THE DETAILS ABOVE AND THE FOLLOWING NOTES FOR GUIDANCE IN PLACING ALL MARKINGS. REFER TO NCDOT ROADWAY STANDARD DRAWINGS, MUTCD AND ADA STANDARDS FOR ADDITIONAL GUIDANCE.
- THE HI-VISIBILITY CROSSWALK MARKINGS SHALL BE INSTALLED AS SPECIFIED BY THE MUTCD.
- SET BACK DISTANCE FROM INSIDE CROSSWALK MARKING TO NEAREST EDGE OF TRAVEL IS 4' MINIMUM.
- STOP BAR LOCATIONS AT NON-SIGNALIZED INTERSECTIONS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER.
- UNLESS OTHERWISE SPECIFIED, HEATED-IN-PLACE THERMOPLASTIC MAY BE USED IN LIEU OF EXTRUDED THERMOPLASTIC FOR STOP BARS, SYMBOLS, CHARACTERS AND DIAGONALS.
- UNLESS OTHERWISE SPECIFIED, HEATED-IN-PLACE THERMOPLASTIC MAY BE USED IN LIEU OF COLD APPLIED PLASTIC FOR STOP BARS, SYMBOLS, CHARACTERS AND DIAGONALS ON ASPHALT OR CONCRETE ROADWAYS.
- TYPE III COLD APPLIED PLASTIC MAY BE USED IN LIEU OF TYPE II COLD APPLIED PLASTIC.

PAVEMENT MARKING SCHEDULE

SYMBOL	DESCRIPTION	PAY ITEM
MA	PERMANENT RAISED MARKER	(YELLOW/YELLOW)
MB	PERMANENT RAISED MARKER	(CRYSTAL/RED)
T2	WHITE STOPBAR	(24", 90 MIL) THERMOPLASTIC
T3	WHITE CROSSWALK LINE	(24", 90 MIL) THERMOPLASTIC
T6	WHITE 4" GORE LINE	(4", 90 MIL) THERMOPLASTIC
T8	2 FT-6 FT/SP WHITE MINISKIP	(4", 90 MIL) THERMOPLASTIC
T11	YELLOW SINGLE CENTER	(4", 90 MIL) THERMOPLASTIC
T12	10 FT YELLOW SKIP	(4", 90 MIL) THERMOPLASTIC
TC	10 FT WHITE SKIP	(4", 90 MIL) THERMOPLASTIC
TD	3 FT-9 FT/SP WHITE MINISKIP	(4", 90 MIL) THERMOPLASTIC
TE	WHITE SOLID LANE LINE	(4", 90 MIL) THERMOPLASTIC
TI	YELLOW DOUBLE CENTER	(4", 90 MIL) THERMOPLASTIC
TN	WHITE GORELINE	(8", 90 MIL) THERMOPLASTIC
TP	YELLOW DIAGONAL	(8", 90 MIL) THERMOPLASTIC
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N. LOOP RD. RESURFACING PAVEMENT MARKING
PLAN

DATE 4/9/2024 SCALE 1"=40' SHEET 5 OF 5

PLAN PREPARED BY: DAVID W. NAYLOR, P.E.



Kannapolis
Agenda Staff Report
August 12, 2024

To: Mayor and City Council
From: Mike Legg, City Manager, Walter Safrit, City Attorney
Subject: **PUBLIC HEARING AND PUBLIC COMMENTS POLICY** - Approve a City of Kannapolis Public Hearing and Public Comments Policy (**APPROVED UNANIMOUS**)

Action Requested by City Council

Motion to adopt the City of Kannapolis Public Hearing and Public Comments Policy.

Required Votes to Pass Required Action

Majority Present at Meeting

Background

In an effort to ensure that City Council meetings are conducted in a civil, productive, effective, and orderly manner a new policy that sets standards and expectations for public hearings and public comment portion of its meetings is needed. This policy in no way infringes on the rights of any individual to address City Council, it simply sets certain boundaries of order and decorum. More specifically, the Policy addresses these key issues:

1. General decorum (courtesy and respect).
2. Procedures (filling out the card, stating name and address, time frame for requesting to speak).
3. Speaker acknowledgment of the rules (by signing the speaker card).
4. Maximum speaker time limit of 4 minutes.
5. Encouragement of speakers to designate a spokesperson to address common positions to save meeting time.
6. Limit of comments during public comment periods to City business and with Public Hearings limits on comments related to the hearing topic.
7. Limits on use of signs in the audience.
8. Time frame for providing handout materials in advance of the meeting to the City Clerk, including proposed PowerPoint presentations, etc.
9. Provisions that City Council will not engage in debate or discussion with the speaker. Also provision that the speakers address City Council not the audience.
10. Enforcement authority for the Mayor, Police Chief (or designee) in enforcing the Policy.

Fiscal Implications

None.

Policy Issues

None.

Legal Issues

None.

Recommendations and Alternate Courses of Action

1. **Motion to adopt the City of Kannapolis Public Hearing and Public Comments Policy (recommended).**
2. Table the action to a future meeting.
3. Take no action.

Attachments

1. City Council Public Hearing and Public Comments Policy 8-12-24



City of Kannapolis

Public Hearing and Public Comments Policy

A. Overview.

North Carolina General Statutes § 160A-81 and § 160A-81.1 allow City Council to adopt reasonable rules which govern the conduct of public hearings and public comment periods, including rules to maintain order and decorum. The Kannapolis City Council encourages all citizens to participate in the public process and values their input, ideas, and suggestions. The Kannapolis City Council is resolved to be fair and equitable to all citizens and to maintain order and decorum during the conduct of public meetings. For these reasons, the Kannapolis City Council establishes this policy to maintain order and respectability during the public comment period and during public hearings. These rules are not intended to limit the content of any speaker's message, but to ensure that the meeting is conducted in a civil, productive, effective, and orderly manner. This policy does not place limitations as to who may or may not address City Council.

B. Public Hearings.

From time to time City Council will hold public hearings, either as required by law or on its own initiative. They may be held at any scheduled City Council meeting. All comments to City Council during public hearings shall be subject to the standards described in Section D below.

C. Public Comment Period.

The public comment period shall be reserved as an item of business on the agenda for the City Council's regular session, which is currently held on the 4th Monday of each month. All comments to City Council during the public comment period shall be subject to the standards described in Section D below.

D. Standards.

1. Speakers are encouraged to be courteous and respectful of one another and of City Council and City Staff. Speakers are asked to refrain from personal attacks, accusations, or threats directed toward the Mayor, any member of City Council, City Staff, and/or members of the public; vulgar or profane language or gestures will not be tolerated.
2. Prior to the start of the Council Meetings, individuals wishing to address the Council must fill out a speaker's card stationed by the meeting room door. The City Clerk will collect the cards, and the Mayor will recognize speakers in the order that they received. Speakers will address City Council from the podium and will be asked to provide their name and address for the record. The primary purpose of the speaker's card is to assist staff with record keeping. At the beginning of the meeting the Mayor will invite those attendees wanting to speak at a public hearing or during the public comments period to complete a speaker's card. This invitation will be repeated at the beginning of each public hearing and the beginning of the public comment part of the agenda. A card must be completed and provided to the City Clerk prior to the last speaker completing his or her remarks. There will be no other speakers allowed after this time and no additional invitations made by the Mayor.
3. To be valid, the speaker's card will include the signature of speaker acknowledging that a copy of this policy has been provided to the speaker either at the date and time of the meeting or on a previous date.
4. Each speaker shall be limited to a maximum time of four (4) minutes. A timer for public speakers will be coordinated by City Staff person which will indicate time remaining and announce when the speakers time has expired. Speakers will be allowed to speak once during the public comment period.
5. A speaker may not share, relinquish, yield or transfer any remaining time they have not used to another speaker. There will be no speaker substitutions allowed.
6. To avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.

7. Speakers shall address City Council only on issues that are related to the jurisdiction of the City Council. More specifically, speakers participating in a public hearing shall only address City Council on the issues pertaining to that particular public hearing topic.
8. Speakers must address the Mayor and City Council and refrain from addressing attendees in the audience.
9. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Council.
10. Signs no larger than two square feet are permitted to be used by the speaker provided they do not block the view of attendees seated in the audience, City Staff, or members of City Council. Signs shall not be shaken, waved or moved vigorously to disrupt the meeting.
11. Speakers may provide documents or other printed comments or materials to City Council, provided there are 10 copies given to the City Clerk prior to the start of the meeting. The City Clerk shall distribute the copies to City Council, Attorney, and City Manager and retain one copy for the record. Any videos, PowerPoint presentations, or other electronic media must be provided to the Clerk no later than four (4) working days before the meeting. Written comments or letters, to include persons not present, will not be read aloud without prior approval from the Mayor. The Mayor has the discretion to deviate from this general rule should he or she deem it necessary.
12. Public hearings and the public comment period are not intended to require City Council to answer impromptu questions or to participate in a discussion or debate with Speakers. City Council will not typically act on an item presented during the public comment period. When the Council deems appropriate, the Mayor may request the City Manager or his/her designee to follow up with the Speaker and/or to provide additional information to City Council at a later date.
13. To provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare “out-of-order” any person who fails to comply with this policy. The Mayor shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting. Disruption from the audience relating to the support or non-support of a speaker’s comments will not be permitted.
14. The Mayor has the authority to enforce this policy. Failure to obey these standards may result in a forfeiture of any remaining speaking time.
15. Individuals who engage in egregious or repeated violations may be asked to leave the meeting. The Mayor may remove any person from a meeting if the person is interrupting or disrupting the meeting. A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting he or she may be charged with a Class 2 misdemeanor under N.C.G.S. 143-318.17.
16. The City’s Chief of Police or his/her designee shall serve as the Sergeant at-Arms for all City Council Meetings and when directed by the Mayor, the Sergeant-at-Arms will have the responsibility of removing a public participant whom the presiding officer determines to be disturbing or interrupting a City Council Meeting.
17. Speakers in need of interpreters or other special accommodations must contact the Human Resource office at least one week in advance of the meeting. Reasonable accommodations will be provided free of charge.

This Policy is adopted this _____ day of _____, 2024.

Milton D. Hinnant
Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk