



**KANNAPOLIS CITY COUNCIL
WORK SESSION AGENDA
Kannapolis City Hall
401 Laureate Way, Kannapolis NC
January 9, 2017
6:00 PM**

Please turn off cell phones or place on silent mode.

CALL TO ORDER AND WELCOME

PROCLAMATIONS

1. Dr. Martin Luther King, Jr.
2. National Mentoring Month
3. Honorary Citizen Recognition

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

1. Renewal of Franchise Agreement with Public Service Company of North Carolina
(Walter M. Safrit, II, City Attorney) SECOND READING

BUSINESS AGENDA

1. Update on the Comprehensive Plan **(Zac Gordon, AICP, Planning Director)**
2. 2016-17 Facade & Site Improvement Grant Recommendations **(Irene Sacks,
Director of Economic & Community Development)**

STAFF UPDATES

CITY COUNCIL COMMENTS

CLOSED SESSION

Motion to Close the Session pursuant to G.S. 143.318.11 (a) (3) for consulting with an attorney in order to preserve the attorney-client privilege, G.S. 143.318.11 (a) (5) for discussion of a negotiating position on price and other material terms of real property acquisition and G.S. 143.318.11(a) (4) to discuss matters relating to the location or expansion of industries or businesses in the area **(Mayor Pro tem Wilson)**

UPCOMING SCHEDULE

January 23, 2017
February 13, 2017
February 27, 2017

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at tcline@kannapolisnc.gov or 704-920-4302 at least forty-eight (48) hours prior to the meeting.



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE: Dr. Martin Luther King, Jr. Day

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

- Dr._Martin_Luther_King_Day_2017.pdf



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
PROCLAMATION

“Dr. Martin Luther King, Jr., Day”

WHEREAS, Reverend Dr. Martin Luther King Jr.’s legacy to society is the leadership he provided by his commitment to justice, equality and the elimination of racism through non-violent social change; and

WHEREAS, Dr. King epitomized the belief that all human beings are born free and equal in dignity and rights, endowed with reason and conscience to act towards one another in a spirit of harmony; and

WHEREAS, It is desirable and proper to commemorate and honor Dr. Martin Luther King, Jr., for his contributions to gain freedom, justice and equal opportunity for all, and

WHEREAS, the theme of this year’s annual celebration is **“United We Serve”**, and as we observe Dr. King’s birthday, Americans are encouraged to celebrate his memory by performing acts of kindness through service to others as well as create and implement community service projects where they identify the need.

NOW, THEREFORE, I, MILTON DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor, do hereby proclaim Monday, January 16, 2017 as:

"DR. MARTIN LUTHER KING, JR. DAY"

in the City of Kannapolis and urge all citizens to join in the rededication of ourselves to the principles of human rights for all citizens.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 9th day of January 2017

Milton D. Hinnant



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE: National Mentoring Month

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

☐ National_Mentor_Month.doc



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
PROCLAMATION
JANUARY NATIONAL MENTORING MONTH

WHEREAS, the citizens of Kannapolis recognize that our success depends on helping every child succeed in school and reach their full potential in life, and realize that young people need a solid foundation of support that will help them become well-educated, confident, and productive citizens; and

WHEREAS, mentoring is a proven, effective strategy that helps children and young adults by matching them with a caring, responsible adult who can provide guidance and direction, and build their confidence; and

WHEREAS, mentors build character, encourage success, boost confidence, lift expectations, and inspire young people to do their best, serving as friends, role models, teachers, and sources of stability and support during a critical time in a child's life; and

WHEREAS, research shows that mentoring has beneficial and long-term effects on youth by increasing their academic engagement and decreasing the likelihood of substance abuse and other risky behaviors, and

WHEREAS, mentoring strengthens our City's economic and social well-being by helping young people fulfill their potential while helping maintain healthy families and promoting more vibrant communities; and

WHEREAS, the goals of National Mentoring Month are to raise awareness of mentoring, recruit individuals to mentor, and encourage organizations to engage and integrate quality mentoring into their efforts; and

WHEREAS, a mentor is a caring person who is consistently present and who devotes time to a young person to help that young person discover personal strength and achieve their potential through a structured and trusting relationship; and

WHEREAS, quality mentoring encourages positive choices, promotes self-esteem, supports academic achievement and introduces young people to new ideas. Mentoring programs have also shown to be effective in combatting school violence and discipline problems, substance abuse, incarceration and truancy. Research shows that youth who participate in a mentoring relationship finish high school and continue on to college and are more likely to graduate; and

WHEREAS, the public should observe this month and recognize the men and women who serve as staff and volunteer at quality mentoring programs, and the young people who find inner strength and reach their full potential,

WHEREAS, every day residents of [State or City name] are making a profound difference in the lives of our young people by serving as mentors, supported by many private and public sector organizations that offer mentoring opportunities for youth; and

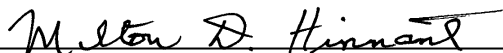
WHEREAS, in North Carolina, there are thousands of children who are in need of a caring adult mentor in their lives, and closing this mentoring gap will take more investment, partnerships, and volunteers ready to make a difference in a child's life; and

WHEREAS, National Mentoring Month is an opportunity to raise public awareness of the importance of mentoring, recognize the dedicated individuals who serve mentors, and encourage more citizens to help build a brighter future for the City of Kannapolis' youth through mentoring.

NOW, THEREFORE, I, Milton D. Hinnant, Mayor of the City of Kannapolis, North Carolina, by the virtue of the authority vested in me as Mayor do hereby proclaim January 2017 as National Mentoring Month and call upon the people of the City of Kannapolis to recognize the importance of mentoring, to look for opportunities to serve as mentors in their communities, and to observe this month with appropriate activities and programs.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 9th day of January 2017.





**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE: Honorary Citizen Recognition

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

📎 Eddie_Ray_Recognition.pdf



Office of the Mayor
KANNAPOLIS, NORTH CAROLINA
Certificate of Recognition Honoring
Eddie Ray

WHEREAS, Eddie Ray was born in Franklin, NC on December 21, 1926, and was the first African American appointed to the position of Vice President at Capitol Records, and

WHEREAS, Eddie Ray has been called a “national treasure.” Born in the rural foothills of western North Carolina Ray, the grandson of a former slave, spent some 60 years in the commercial music business, rising to become the nation’s first African-American executive of a major record company, and

WHEREAS, he started as a stock boy for Decca Records in Milwaukee, Wisconsin when he was 18 years old and eventually rose to become vice president of Capitol/Tower Records in Hollywood, California, one of the top major record companies in the U.S., the first African-American in such a decision-making role, and

WHEREAS, it was during his 60 years in the commercial music business that Ray had a significant impact on the careers of rising stars such as Rick Nelson, Fats Domino, Allen Toussaint, Ernie Freeman, Mike Curb, Irma Thomas, Ernie K-Doe, Sandy Nelson, Pink Floyd, and many others, and

WHEREAS, although not a musician, Eddie Ray was one of the first inductees into the North Carolina Music Hall of Fame, on October 3rd 2009 and from then until now he has served as vice chairman and operations director for the Hall of Fame, being a key force in shaping its success.

NOW THEREFORE, I, M. DARRELL HINNANT, Mayor of the City of Kannapolis, North Carolina, by the virtue of the authority vested in me as Mayor, deem it an honor and pleasure to extend my sincerest congratulations and best wishes to Eddie Ray on the occasion of his 90th birthday and wish him many more happy and dynamic years.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 9th day of January 2017

Milton D. Hinnant



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: City Manager and City Attorney
TITLE: Renewal of Franchise Agreement

A. Action Requested by City Council

Motion to approve the renewal agreement with Public Service Company of North Carolina.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

North Carolina General Statutes Section 160A-319 provides a City shall have the authority to grant upon reasonable terms franchises for the operation within the City any of the enterprises listed in G.S. 160A-311 and for the operation of telephone systems. No franchise shall be granted for a period of more than 60 years. The ordinance proposed will renew the franchise for a gas utility system in the City for thirty (30) years. The existing Ordinance adopted in May, 1987, will expire June 27, 2017.

D. Fiscal Considerations

While there is no financial impact as a result of this recommendation, it is important to note that the City received approximately \$90,000.00 annually from Public Service Company.

E. Policy Issues

The granting of franchises for the operation within the City of enterprises exercises a governmental function that is essential for the orderly operation of a municipality. In addition, the franchise establishes the standards for the use of the public right-of-way by the enterprise. It is recommended that City Council grant the non-exclusive franchise to Public Service Company of North Carolina to construct, operate and maintain a gas utility system within the City of Kannapolis for the transmission, distribution and sale of gas to customers or users within the City for a period of thirty (30) years.

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

- 1. Motion to approve the Renewal of Franchise Agreement with Public Service Company of North Carolina (Recommended)**
2. Do nothing and revised agreement

H. Issue Reviewed By

Mike Legg, Wally Safrit, Wilmer Melton

ATTACHMENTS:

File Name

- Resolution_Approving_Ordinance_Granteeing_Utility_Franchise_With_Public_Service_Co_of_NC).pdf
- Ordinance_-_Kannapolis_Franchise_Agreement_.pdf

**CITY OF KANNAPOLIS
RESOLUTION
APPROVING ORDINANCE GRANTING A
A UTILITY PRANCHISE WITH
PUBLIC SERVICE COMPANY OF NORTH CAROLINA (“PSNC”)**

WHEREAS, the City of Kannapolis granted a 30-year franchise known as the “Public Service Co. of NC, Inc. Company Gas Franchise” effective July 27, 1987. This franchise granted authority to operate within the City while regulating excavations and repair within public rights of way. The existing franchise agreement with PSNC has an expiration date of July 26, 2017.

WHEREAS, by authority of N.C.G.S. 160A-319, cities have the authority to grant franchises for the operation of various enterprises including those for gas transmission and distribution systems. The existing franchise also provides some regulation of the location of facilities, the quality of services, including emergency service, and provides for notice to the City of proposed rate changes while allowing the City access to company records.

WHEREAS, the Council finds that the Ordinance providing the grant of franchise is in the best interests of the citizens of the City.

NOW THEREFORE, the Resolution authorizing the Ordinance is hereby adopted.

Adopted this 9th day of January, 2017.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

ORDINANCE

AN ORDINANCE GRANTING TO PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, A SUBSIDIARY OF SCANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE AND OCCUPY THE PUBLIC WAYS OF THE CITY OF KANNAPOLIS, NORTH CAROLINA, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS UTILITY SYSTEM AND ALL NECESSARY MEANS FOR TRANSMITTING AND DISTRIBUTING GAS WITHIN SAID CITY FOR A PERIOD OF THIRTY YEARS.

WHEREAS, Public Service Company of North Carolina, Incorporated proposes to continue to construct, operate and maintain a Gas Utility System and all necessary means for transmission and distribution of gas within the City of Kannapolis, North Carolina, (the "City") and

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

SECTION 1. DEFINITIONS.

Whenever and wherever used in this Ordinance the following words and names shall have the following meanings:

- (a) **CITY COUNCIL** shall mean the governing body of the City of Kannapolis, North Carolina, as now or hereafter constituted.
- (b) **COMPANY** shall mean Public Service Company of North Carolina, Incorporated, dba PSNC Energy, a subsidiary of SCANA Corporation, its successors and assigns.
- (c) **CITY** shall mean the City of Kannapolis, North Carolina, including its present and future boundaries.
- (d) **DEPARTMENT OF TRANSPORTATION** shall mean the North Carolina Department of Transportation or its successor.
- (e) **GAS** shall mean natural gas, mixed gas and substitute fuels carried over the Company's facilities as authorized by the North Carolina Utilities Commission.
- (f) **GAS UTILITY SYSTEM** shall mean all facilities of the Company in the City used for the transmission or distribution of Gas within the City.

- (g) **FERC** shall mean any reference made to the Federal Energy Regulatory Commission or its successor.
- (h) **COMMISSION** shall mean the North Carolina Utilities Commission or any successor body lawfully constituted.
- (i) **PUBLIC WAY OR WAYS** shall mean any public street, avenue, road, alley, lane, bridge, or other public right-of-way within the City over which the City has jurisdiction or exercises control.
- (j) **GOOD UTILITY PRACTICES** shall mean the practices, methods and acts engaged in or approved by a significant portion of the gas industry during the relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, requirements of governmental agencies having jurisdiction, and at the lowest reasonable cost. The term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods, or acts.

SECTION 2. Grant of Authority

The right, power and authority is hereby granted to and vested in the Company to construct, install, replace, repair, maintain and operate transmission mains, gas mains, pipes, equipment, service lines, communications lines, facilities and other appurtenant apparatus of the gas system, for the purpose of operating a natural gas system along, across, and under the streets, alleys, bridges, rights-of-way, and other public ways and places of the City together with any necessary rights of access thereto; and to use that natural gas system to conduct a gas business. This granting of authority is provided that the City as of the applicable time, has jurisdiction or exercises control of the public ways. This Franchise Agreement shall also permit the Company to exercise the rights granted herein without the need for additional permit(s) from the City.

SECTION 3. Conditions on Use of Public Ways

(a) No streets, alleys, bridges, right-of-ways or other public ways and places used by the Company shall be obstructed longer than reasonably necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. No part of any street, alley, bridge, right-of-way, or other public place of the City, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur due to the Company's failure to use due care, the Company shall repair the same as promptly as possible, and, in default thereof, the City, after written notice and opportunity for the Company to repair, may make such repairs and charge the reasonable cost thereof and collect the same from the Company.

(b) All work upon the streets and public ways of the City shall be done subject to reasonable inspection of the City Manager or designee (or other legally constituted governing body) of the City, all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced by the Company, its successors and assigns, to the reasonable requirements of the City. Any disturbance (other than emergency response) of property within or affecting public ways, as may be necessary for the installation and/or connection of services by the Company, or its agents or contractors must receive prior approval of the City Manager or Manager's designee and shall be subject to inspection and street cut fees as provided by the City Code of Ordinances, including amendments thereto. The Company shall notify the City Manager's office or Manager's designee at least 24 hours in advance of the start of construction (other than emergencies) that may damage or otherwise disrupt the normal function of any existing public infrastructure, including but not limited to the obstruction of the normal flow of traffic and/or storm water runoff. If at any time during the period of this Agreement the City determines that the Company's facilities and/or equipment located on public way or ways are in conflict with or can reasonably be expected to conflict with existing or new public streets or other City facilities, or any modifications thereof, the Company, upon a minimum of 180 calendar days' written notice by the

City, shall remove and/or relocate as necessary the Company's facilities and/or equipment at the Company's expense; provided that a suitable alternative location can be acquired to relocate the Company's facilities and/or equipment. The City shall cooperate with the Company, to the extent practicable, to identify alternative locations for the relocated facilities and/or equipment. Where and to the extent that funds are made available to the City by third parties in connection with the removal and/or relocation of the Company's facilities and/or equipment, then the City shall ensure that the Company receives a pro rata share of those funds to the extent allowed by law.

SECTION 4. Annexation Notification

The City shall mail to the Company areas annexed into the City. Said notices shall include pertinent maps and/or tax map numbers, so that newly annexed customers may be identified. All annexation notifications to the Company shall be sent to Public Service Company of North Carolina, GIS Services-Annexations, 800-A Gaston Road, Gastonia, NC 28056. Failure to do so shall not be a violation of this ordinance or breach of contract.

SECTION 5. Service

(a) The Company shall, before entering upon any street, alley, highway, right-of-way or other public place for the purpose of construction or installing any mains, pipes or other apparatus of the gas system, notify the City Manager or Manager's designee, in writing or other acceptable means, of the proposed construction or installation and shall, file with the City sufficient plans and specifications showing the nature, timeframe and extent of the proposed construction or installation

(b) The Company may supply any form of gas containing approximately one thousand (1,000) BTU's per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to reasonably obtain an adequate supply of such gas hereunder, provided, however, that in the supply of such gas the customers within the City shall enjoy equal rights with respect to other similar customers served by the Company consistent with Commission rules and regulations.

(c) The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the rules and regulations of the Commission, Department of Transportation, and FERC or its successors, applicable to gas service in the City.

(d) The Company shall identify and maintain a person employed by the Company who will serve as the Company's liaison with the City and who shall be readily accessible to City Personnel.

SECTION 6. Nonexclusive Grant and Term

(a) The gas franchise granted by this Ordinance is not exclusive. The City may grant the same or similar rights and privileges to other certified persons or companies at any time, provided that any such grants shall be made under terms and conditions which do not materially impair the exercise of the rights and privileges granted to the Company under this franchise.

(b) Upon ratification and acceptance, this franchise shall constitute a contract between the City and the Company, and shall be in force and effect for an initial term of thirty (30) years, and shall continue in force and effect year-to-year thereafter until properly terminated by either party. Either party may terminate the contract at the end of its initial term or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination.

SECTION 7. Franchise Not Waiver of Law

This franchise is subject to the constitution and laws of the State of North Carolina, and is not a waiver of any present or future law or regulation. This franchise is not a limitation of the authority of the City to enact any ordinance or policy that does not diminish, conflict or impair the rights and authority granted to the Company in this franchise or otherwise impose additional obligations on the Company in order to exercise the rights granted herein.

SECTION 8. Regulations, Safety and Customer Service

- (a) Gas utility service is not guaranteed to be free from interruptions, supply failure or outages.
- (b) The Company will restore gas utility service using Good Utility practices.
- (c) The Company shall maintain and operate its Gas Utility System in compliance with applicable State and Federal maintenance and safety regulations.
- (d) Company vehicles, responding to natural gas emergencies, may park as close to the location of the emergency as is practicable.

SECTION 9. Commission Rules and Rates

The Company may from time to time declare, make and enforce such rules and regulations as shall have been fixed or allowed by the Commission as to the sale or distribution of Gas to any of its customers in the City. The rates to be charged for Gas at all times shall be such rates as are fixed or allowed by the Commission, including such rates as shall be negotiated by the Company with certain industrial or commercial customers pursuant to authority granted by the Commission.

SECTION 10. Plat of Gas Utility System

The Company shall maintain maps or plats of its Gas Utility System within the area covered by this franchise. Such maps or plats shall be maintained in the Company's offices, and the City may review the same during any regular business hours of the Company. In addition, the Company shall upon reasonable notice provide the City access to such engineering and GIS records as maybe reasonably necessary to assist the City in locating the Company's facilities when such locations must be determined for a valid public purpose.

SECTION 11. Bankruptcy, Successors, Assigns

In the event the Company is adjudged bankrupt or its assets are placed in the hands of a receiver or other court officer, either voluntarily or involuntarily, then the interest, rights and remedies of the City in respect to said properties and operations shall not be affected or prejudiced, and any receiver, assignee, trustee, purchaser or successor, whether by operation of law or otherwise, so

succeeding to or representing the interest or position of the Company, shall be bound by this Ordinance and the terms and provisions hereof and shall be bound to carry out and perform the obligations and duties imposed upon the Company by this Ordinance. Likewise, if the Company reorganizes, merges, or consolidates with any other company, then the City is bound by this Ordinance.

SECTION 12. Revocation

In the event the Company violates or fails to comply with the provisions of this Ordinance and, within thirty (30) days after receipt of written notice from the City, the Company fails to cure or remedy such default, or to have begun reasonable measures to do so, then the City may cause the Company to appear at a hearing before the City upon thirty (30) days prior written notice. Any written notice to the Company shall be sent to Public Service Company of North Carolina, 800-A Gaston Road, Economic Development and Local Government Manager, Gastonia, NC 28056. If at such hearing the City should determine that the Company's failure or default has been substantial, repeated or flagrant, then upon such determination the City may revoke and terminate this franchise; provided, however, that the Company may file with the City within ten (10) days after such determination the Company's election to appeal to the proper North Carolina court, during the pendency of which the Ordinance shall remain in full force and effect. In that event the City and Company agree that such court shall hear and determine *de novo* whether there has been substantial, repeated or flagrant failure or default by the Company of the terms, conditions or obligations of this Ordinance. Failure or default which cannot be corrected by the Company shall not be grounds for revocation or termination, unless such failure or default shall be determined to be material and continuing.

SECTION 13. Severability, Third Party Rights

(a) If any provision in this contract is determined to be invalid, void or unenforceable by any court of competent jurisdiction or regulatory body having jurisdiction, such determination shall not invalidate,

void, or make unenforceable any other provision, agreement or covenant of this Contract. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or gas supply, this Contract or transaction or any provisions thereof.

(b) The rights hereunder in this Ordinance accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this franchise shall not create any rights in third parties.

SECTION 14. Indemnification of City.

The Company shall indemnify and hold harmless the City, its officers, boards, commissions and employees from any losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from the action or inaction of the Company, Company's agents and contractors in constructing, operating, or maintaining a gas system, in carrying on the business of selling, transmitting or distributing gas, or in exercising or failure to exercise any right or privilege granted by this franchise and save and except for any such losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from, or contributed to, by the negligent action or inaction of the City or any of its officers, agents, or employees. Provided, however, the Company's indemnification at any time is conditioned on the City having notified the Company in writing of any such claim, demand, or suit within such time as to give the Company reasonable opportunity to resolve or defend the same in behalf of the City. In the event of such notification, the Company shall have the sole and full responsibility for the resolution and defense of any such claim, demand, or suit in behalf of the City, and the City shall cooperate fully with the Company in any such undertaking. If after proper notification, the Company fails to undertake any such responsibility, the City shall have the right to resolve or defend any such claim, demand, or suit at the expense of the Company, including reasonable attorney's fees and court costs.

SECTION 15. Effective Date, Term, Adoption, and Ratification

(a) This Ordinance shall be effective from and after the 28th day of June, 2017, provided the Company shall have executed the written acceptance hereof at the end of this Ordinance, and shall exist in force for a period of 30 years hereafter, and continue in force year to year thereafter until cancelled upon written notice of either party at least one year in advance.

(b) All other Ordinances and clauses of Ordinances in conflict herewith are hereby repealed.

Adopted at a regular meeting of City Council this 12th day of December, 2016, and hereby ratified.

Milton D. Hinnant, Mayor

ATTEST:

APPROVED AS TO FORM:

Bridgette Bell, MMC
City Clerk

Walter M. Safrit II, City Attorney

ACCEPTANCE BY COMPANY

Public Service Company of North Carolina, Incorporated does hereby accept and acknowledge the foregoing Ordinance, and in consideration of the benefits and privileges granted to it does hereby agree to the terms and conditions therein provided.

This the _____ day of _____, 2017.

PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED

By: _____
D. Russell Harris
President and Chief Operating Officer

ATTEST:

_____ Its: Assistant Corporate Secretary
Carol O'Shields
(Corporate Seal)



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Zachary D. Gordon, AICP Planning Director
TITLE: Update on the Comprehensive Plan

A. Action Requested by City Council

Presentation only, no action requested

B. Required Votes to Pass Required Action

Presentation Only, no action required

C. Background

The City has contracted with the planning consultant firm of Clarion and Associates to prepare a Comprehensive Plan update for Kannapolis. Clarion will provide City Council with an overview of the planning process and report on the progress made to date.

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

No action requested. Information only

H. Issue Reviewed By

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Irene Sacks, Director of Economic & Community Development
TITLE: 2016-17 Facade & Site Improvement Grant

A. Action Requested by City Council

Motion to approve facade and site improvement matching grants for up to \$6,055 for 833 S. Main St. and up to \$13,945 for 217 S. Main St.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The 2016-17 City budget included \$20,000 for facade and site improvement matching grants for the Cannon Blvd and Main St corridors. These are the same corridors that have been the focus of the grants for the last three years. The grant provides up to 50% of project costs to businesses and property owners as an incentive to improve their properties and enhance the City's commercial corridors.

For this grant cycle, the City received 12 submitted applications and an additional 12 inquiries that did not result in applications. City staff (Irene Sacks and Josh Langen) reviewed the applications and recommends funding two projects totaling \$20,000.

D. Fiscal Considerations

Staff recommends the award of matching grants for these two properties:

1. Absolute Pest Management (833 S. Main St) - \$6,055 to repave front & side parking, add navy canvas awnings for windows & door across APM & Morton building windows, and repair brickwork & cap & seal on side of the building. Property owner also agrees to paint the exterior white and cover up the bug art - they will paint the building themselves.
2. Atlantic American Properties (217 S. Main St) - \$13,945 for a new roof and porch and handicap ramp improvements. The applicant is about to sign a lease with a new tenant for this property. Owner anticipates making additional improvements with their own funds.

E. Policy Issues

None.

F. Legal Issues

None. Each grantee will sign an agreement.

G. Alternative Courses of Action and Recommendation

1. **Approve the 2017 Facade & Site Improvement Matching Grants for up to \$6,055 for 833 S. Main St. and up to \$13,945 for 217 S. Main St. (Recommended)**
2. Approve alternate grant amounts for the 2017 Facade & Site Improvement Matching Grants.
3. Do not approve award of the 2017 Facade & Site Improvement Matching Grants.

H. Issue Reviewed By

Irene Sacks

ATTACHMENTS:**File Name**

- ☐ 2016-17_Facade_Grant_Applications.xlsx
- ☐ 217_S_Main_St_application_-_AAP.pdf
- ☐ 833_S_Main_St_application_-_Absolute_Pest_Mgmt.pdf
- ☐ Facade_Improvement_Grant_Guidelines_2016-17.pdf

2016 Facade Site Improvement Grant Applications - Main St

Applicant	Property Address	Total Project Cost	Requested Amount	Recommended Grant Amount	Proposed Improvements	Staff Comments
David Threatt - Absolute Pest Management	833 S. Main St.	\$12,111	50%	\$6,055	Repave front & side parking \$7150, awnings for windows & door \$3466 across APM & Morton building windows, repair brickwork \$1527 - cap & seal on side of the building, paint exterior - do this themselves - white paint with navy awning	Owner agrees to paint over the bug "art" on the side of their building. Agreement will include requirement to paint the building at no cost to the City.
Justin Kies - AAP	217 S. Main St.	\$39,928	50%	\$13,945	New roof \$17,000, make porch & handicap ramp improvements/repairs \$10,000, replace windows \$11,988, add low voltage lighting \$940	About to sign lease with new tenant. Window replacement is on all 4 sides. Staff recommends the grant help with costs for the roof and porch/handicap ramp. Owner anticipates making additional improvements with their own
Yolanda Thompson	1109 N. Main St.	\$35,626	50%	\$0	Exterior painting, replace windows & frames (15), lighting over sign and front entrance, repair roof, add canopy	Applicant needs to finalize plans for use of the building and work through any zoning issues first.
Kenneth Yates - K-Town Cars	280 S. Cannon Blvd	\$40,000	50%	\$0	New roof	Improvement would have limited impact on streetscape.
Justin Kies - AAP	215 S. Main St	\$20,998	50%	\$0	Replace windows, add low voltage lighting, make porch & handicap ramp improvements/repairs	Vacant. Window replacement is on all 4 sides.
Justin Kies - AAP	301 S. Main St.	\$24,200	50%	\$0	Replace windows, add low voltage lighting, make porch & handicap ramp improvements/repairs	Vacant. Window replacement is on all 4 sides.

2016 Facade Site Improvement Grant Applications - Main St

Applicant	Property Address	Total Project Cost	Requested Amount	Recommended Grant Amount	Proposed Improvements	Staff Comments
James McCoy	1409 N. Cannon Blvd	\$20,000	\$7,000	\$0	Exterior painting & cleaning, replace windows & doors, repair decayed wood & siding, roof replacement "if necessary", landscaping	Residential property - not eligible. Application did not include actual quotes, plans, pictures.
Bob Halperin	705 & 713 S. Main St.	\$4,200	50%	\$0	Repair, reseal, restripe parking	Building is in the NCCR right-of-way. Parking lot improvements would have minimal impact.
Joe Plott - Plott's Used Cars	2715 S. Main St.	\$10,500	50%	\$0	New awning, new gutter, new garage doors, new vinyl siding	Building is in the NCCR right-of-way. Razor wire fencing not attractive.
Selena Russell - The Pub	1532 N. Ridge Ave.	\$14,930	50%	\$0	Metal siding, doors, windows, trim	Proposed improvements are not sufficient to improve the property substantially.
Gretchel Smith/Charles Graham	521B N. Cannon Blvd.	\$26,400	50%	\$0	Paint exterior \$10,500, replace trim, new awnings \$2,500, replace sign \$3,200, replace fencing with wrought iron \$2,700, asphalt for parking \$7,500	Applicant has not been responsive to requests for additional information.
Beverly Lessane/Charles Graham	505 & 507 N. Cannon Blvd.	\$27,700	50%	\$0	Paint exterior \$5,800, replace trim, new awnings \$4,600, replace sign \$5,600, replace fencing with wrought iron \$3,000, asphalt for parking \$8,700	Applicant has not been responsive to requests for additional information.
Total		\$224,554		\$20,000		

217 S. Main Street Facade Grant Improvements

Roofing

Remove and replace the existing asphalt shingle roof and the EDPM rubber section of the roof. The shingles will be replaced with CertainTeed Pro architect shingles (color to be determined), and include replacement of all felt paper, ridge vent, pipe collars, and step flashing. The existing rubber roofs will be replaced to include ½" insulation board, with .0045 EDPM rubber membrane installed over the insulation board.

Total: \$ 17,000.00

Porch & Handicap Ramp Improvements

Remove and replace all handrails, porch support columns, trim work and handicap ramps with similar style and materials as existing. All portions of the deck are to be painted or stained with appropriate grade materials. Decking boards will be replaced with new no rot composite material.

Total: \$ 10,000.00

Windows & Exterior Veneers

Remove all existing old wood windows and replace with new WinCore 7700 series white vinyl windows. Energy star rated with 1" interior and exterior contoured grids. Remove old siding around enclosed front porch wall and replace with 4x8 sheets of AZEK white synthetic board and trim out picture frame boxes on kneewall below windows. Repair any damaged siding, boxing, and fascia around entire house.

Total: \$ 11,988.00

Exterior Low Voltage Lighting

Install low voltage lighting system. Includes 4 fixtures and one transformer. 2 fixtures to project lighting onto road front signage and 2 to project light onto front porch corners.

Total: \$ 940.00

Total Job Cost: \$ 39,928.00



1110 N NC HWY 153 CHINA GROVE, NC 28023

704.305.3230 DIRECT

704.856.1114 OFFICE

704.856.0354 FAX

gcldevelopment@yahoo.com

Atlantic American Properties, Inc.

Please find the estimate below for the roof replacement and porch renovations located at S. Main St. This estimate includes all labor, materials, and permits required for the project completion.

Scope of Work

- Roofs- Remove and replace the existing asphalt shingle roof and the EDPM rubber section of the roof. The shingles will be replaced with CertainTeed Pro architect shingles (color to be determined), and include replacement of all felt paper, ridge vent, pipe collars, and step flashing. The existing rubber roofs will be replaced to include ½” insulation board, with .0045 EDPM rubber membrane installed over the insulation board.
- Porches- Remove and replace all handrails, porch support columns, and trim work with similar style and materials. All portions of the deck are to be painted or stained. Decking boards will be replaced with new composite material.

Total Cost

- 217 Main St- \$27,000, Roof and Porch
- 215 Main St- \$27,000, Roof and Porch
- 301 Main St- \$12,000, Porch Only, New Roofing Already Completed

Should you have any questions concerning this estimate, please contact us.

Gerald C Loftis Jr
GCL Development, General Contractors







Management "an Absolutely great company at an Absolutely great price"

- Spiders
- Ants
- Roaches
- Mice & Rats
- Termites
- Moisture Control

www.absolutepestmanagement.com

833 South Main St. • Kannapolis, NC 28081 • (704) 933-PEST(7378) • (800) 650-6052 • Fax: 704-938-BUGS(2847)

First off we would like to thank the city of Kannapolis for taking pride in our city and how visitors view our main street area. We are a small company that thrives in this area and would love the opportunity to work with the city of Kannapolis to beautify this section of our town. We understand that there is only a limited amount of funds available, and would be appreciative to any help getting work done to the exterior of our business. Here is a list of things we would like to have done with attached quotes from perspective companies.

1. Paving front strip and parking lot area
2. Awnings over the windows & door on store front
3. Some brickwork on top of the building
4. Painting the exterior of the building.

These are the things that we think will have the greatest impact on the appearance of our business on Main St. We hope you can find it in the budget to help us accomplish these significant improvements. Thank you for your consideration and we look forward to working with you on the venture.

Absolute Pest Management

David & Lisa Threatt

704 791 9924

A-1 Asphalt
 PO Box 561161
 Charlotte, NC 28256

Date	
	1/2/2016

ABSOLUTE PEST MANAGEMENT
 833 SOUTH MAIN STREET
 KANNAPOLIS NC 28081

 DAVID THREATT

Description	Project	Term	Due Date
	Qty	Unit Cost	Total Cost
CLEAN AND SWEEP LOOSE DEBRIS			
APPLY HOT TAR FOR BONDING OF NEW ASPHALT			
LEVEL WITH SURFACE TYPE ASPHALT			
MACHINE LAY 2" SURFACE TYPE ASPHALT			
STRIPE ANY LINES, SIGNS AND ARROWS ON COMPLETION			
Thank you for your business.	Total		\$7,150
	Amount Paid		
	Amount Due		\$7,150
Email	Phone #	Fax	
a1smithasphalt@ctc.net	704-786-6977	704-785-6168	



"AWNING & ENGINEERED CANOPY SOLUTIONS."

4525 Reagan Drive Charlotte, NC 28206



(704)921-0129 tel (704)921-0145 fax

QUOTE

Number AAAQ8370

Date Nov 3, 2016

Expires Dec 7, 2016

Sold To**Absolute Pest Management**

Loraine
833 South Main Street
Kannapolis, NC 28081

Phone 704-933-7378

Fax

Ship To**Absolute Pest Management**

Loraine
833 South Main Street
Kannapolis, NC 28081

Phone 704-933-7378

Fax

Your Sales Rep

Shari Albertson

3465.91

Terms

Line	Qty	Description	Unit Price	Ext. Price
1	1	TWO (2) NEW STRAIGHT SLOPE AWNINGS: 1 @ 18'-6" W x 3'-5" D x 4'-0" P 1 @ 20'-6" W x 4'-0" D x 4'-0" P Ends: Full Valance: 8" Hard Color: To be selected from standard Sunbrella colors (FC) Binding: None Frame: 1" x 1" Welded Aluminum, Mill Finish Mounting Surface: Brick / Mullions Cover Attachment: Laced	\$2,313.00	\$2,313.00
2	1	Labor to Install Above Listed Awnings:	\$991.00	\$991.00

ALL BOLTS AND WIRES IN THE FOOTPRINT OF THE AWNING NEED TO BE REMOVED PRIOR TO INSTALLATION BY CUSTOMER.

NOTES:

Pricing does not include any potential additional costs associated with lengthy security or safety training protocols which may be required, or special installation hours.

Prices predicated on the purchase of both materials and installation. Any deletions may affect the price of the remaining scope of work. Adequacy of the building structure to handle loads imparted by awning or canopy must be determined by buildings engineer of record or project manager. Continuous blocking to be by others. Permits, if required, are not included in price. Calculated and stamped drawings by a professional engineer are available but not included in price. Please note that the Labor costs are broken out arbitrarily, and are not an exact representation of the actual cost. All hardware is zinc plated unless otherwise stated.

Unless otherwise noted, attached is a sample of our standard Certificate of Insurance (COI). Any requirements beyond this standard that result in additional costs, would be the responsibility of the Customer.

Please note that blocking is part of the building that supports the awning/canopies and is the responsibility of the G.C. If blocking is not supplied, Austin Canvas has to provide it in order to maintain the

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

schedule, additional charges will be incurred.

Due to variations in the cost of differing colors or patterns, this quote is for a standard patterned color. Selecting a non-standard color will result in an increase in this quote.

Effective 8/12/13, all credit card charges over the amount of \$500.00 will incur a 3% fee. We apologize for this inconvenience, but the credit card companies continue to raise their fees and we can no longer incur the costs as a courtesy.

AUSTIN CANVAS & AWNING NOW OFFERS A 5-YEAR WARRANTY ON WORKMANSHIP (EXCLUDES FINISHES).

North Carolina General Contractors License #75488
 South Carolina General Contractors License #G120044

Serving Our Customers Since 1946!

I accept this quotation according to the terms and conditions that are either attached to, or on the reverse side of this document.

Signed _____ Date ____/____/____

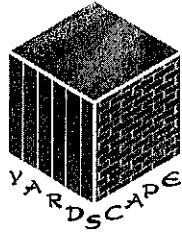
 me _____

Terms: Unless otherwise noted, 50%Deposit / Balance on Completion
 We Accept Visa, mastercard, Discover and Good Checks.

This Contract is binding only after final acceptance by a duly authorized representative of Austin Canvas & Awning.

Deposit	\$1,732.95
SubTotal	\$3,304.00
Tax	\$161.91
Grand Total	\$3,465.91
Total on Completion	\$1,732.95

ESTIMATE



David Threatt

(704) 791-9924

Estimate #

000029

Date

10/21/2016

Yard Scape Group

P.o. Box 181
Salisbury, Nc 28147

Phone: (704) 239-6506

Email: info@yardscapedgroup.com

Web: www.yardscapedgroup.com

Description	Total
Lay 100Inft Of Rowlock Cap	\$500.00
Labor	
Fill in 5 Windows W/Brick <i>in the back + side</i>	\$500.00
Labor <i>have plywood currently</i>	
Relay Brick At Back Right Corner Of Building	\$50.00
Labor	
900 Standard Size Brick	\$315.00
Material	
10 Bags Of Mortar	\$90.00
Material	
1 Yard Of Sand	\$40.00
Material	

Subtotal	\$1,495.00
Nc	\$32.26
Total	\$1,527.26

Notes:

Also grout in various holes around top of building and around windows



2016-17 City of Kannapolis Façade & Site Improvement Matching Grant

The City of Kannapolis is offering a Façade and Site Improvement Matching Grant in conjunction with its Corridor Appearance Improvement Initiative. The purpose of the grant is to encourage and assist property and business owners located in the corridor focus areas to improve the appearance of the facades of their buildings, their landscaping, and other site improvements.

Award Amounts

Applicants are eligible to receive up to 50% of the project, depending on the scope of the project. The award is limited to 50% of the total eligible costs of a project. Applicants are responsible for the other 50% of the project cost. This is a reimbursement program – applicants must complete and pay for the total project cost prior to receiving a reimbursement from this grant.

The total available amount of funding for this grant program is \$20,000 to be distributed among awarded grantees. There is no maximum amount for each individual application, as long as funds are available. Past awards have ranged from \$650 to \$5,600.

Eligible Applicants

Applicants must be located in a corridor focus area. For this grant round, only commercial properties along **Main Street and Cannon Blvd** within the City limits are eligible.

Applicants may be property owners or business owners. Any City of Kannapolis elected official, staff, or their spouse or family member is ineligible for the grant.

Although non-for-profit applicants are permitted, the City may give priority to applicants with a for-profit commercial building. Use of the building must conform to all current codes and ordinances; non-conforming uses are generally not allowed. Non-conforming situations will be reviewed on a case-by-case basis.

Ineligible applicants include residential properties, adult businesses, gambling including sweepstakes and cyber/internet cafes, and new construction projects. No home-based businesses or new construction projects are eligible.

All real property taxes must be paid in full, and the applicant must be current on their water & sewer account, business license, and any City fees. Any identified code violations must be addressed and resolved prior to payment of grant funds.

Eligible Improvements

Eligible improvements include but are not limited to the following:

- Exterior painting, residing, or professional cleaning
- Repair or installation of awnings, canopies, or shutters
- Installation of appropriately scaled windows for retail displays or for visual access into the building

- Installation of appropriate lighting for the purpose of illuminating signage, the parking lot, or the exterior of the building
- Cleaning and/or re-pointing of brick and other masonry
- Replacement of deteriorated windows, doors, and/or framing visible from the street
- Removal of architecturally inappropriate or incompatible exterior finishes and materials
- Removal of chain link, or other inappropriate fencing
- Installation of fencing or screening
- American Disability Act (ADA) accessibility improvements (exterior only)
- Onsite landscaping
- Sidewalks and pedestrian access within the site
- Parking lot improvements –asphalt patching, bumpers, striping, curbing, and access management
- Signage (should be monument sign, in keeping with design or theme of façade)
- Roofs

Ineligible improvements:

- New construction
- Interior improvements
- Equipment or inventory
- Deferred maintenance
- Architectural or engineering fees associated with project planning and design
- Projects completed or costs incurred prior to the approval of the application
- Any projects not meeting building codes, local ordinances, or other applicable regulations
- Any projects not visible from the primary street

The City strongly encourages applicants to look at the site as a whole to determine what types of projects will improve the visual appeal of the property. Projects that will have a noticeable improvement to the visual appeal of the property are the ones most likely to be awarded a grant. Applications that address multiple improvements are encouraged.

Initial Application Process:

Attach the following to the initial application:

- Grant amount requested
- Proof of building ownership, or if leasing the property, copy of the current lease and written approval from the building owner to undertake the project
- Up to 4 photos of current façade or site conditions (electronic photos preferred by email)
- Conceptual design plans and an outline and description of proposed improvements, including colors and a materials list
- Signage renderings that graphically indicate structure, materials, sign lettering, style, sign dimensions
- Detailed line item budget or cost estimates from a licensed construction professionals

- Submit the completed application to: Josh Langen; Kannapolis Planning Department
 - Email: jlangen@kannapolisnc.gov
 - 401 Laureate Way, 3rd Floor, Kannapolis, NC 28081
- You may request a pre-application consultation to review your proposed project and receive feedback from the review team prior to submitting an application. This is encouraged, as it typically results in a stronger application.

Initial applications are due by 5pm on November 18, 2016.

Application Approval

An inter-departmental team of City staff reviews the initial applications and determines which applications merit further consideration. The review team reserves the right to suggest modifications to plans and will contact the applicant to review the scope of work.

Selected applicants will be required to submit final applications, including the following information:

- Final design plans and an outline and description of proposed improvements, including a materials list
- Professional design sketch or rendering of the proposed improvements, if needed (for certain types of improvements)
- Finalized line item budget or cost estimates from a licensed construction professionals
- Proof that taxes are paid and current
- Proof of current property and casualty insurance
- Evidence that contractors are licensed, bonded, and/or insured.
- Accurate color samples (required for painting approvals)
- Material samples that indicate quality of finishes
- Written applicant affirmation that you are not a City elected official, staff, or their spouse or family member.

The staff review team makes a recommendation to City Council for final approval. Staff bases grant award decisions on, among other things, the following criteria:

- Degree of improvement to the appearance of the site, building, and business district
- Degree to which project meets design standards of the UDO
- Leveraging of economic activities
- Commitment from the applicant

Upon approval, the City enters into a grant contract with the applicant setting forth the scope of work as approved by the review team, payment terms, and other requirements. Proof of payment and project completion are required for reimbursement. Costs incurred prior to the signed contract date are not eligible. Applicants must notify the City if the scope of work, budget, or contractor chosen has changed from what was approved by City Council.

If qualified to do so, applicants may perform the work themselves. However, grant funds can only be used to compensate for materials, not for the labor or the purchase or rental of tools and equipment. Applicants must notify the City if they intend to do the work themselves, including using a family member or relative's company to do the work, prior to starting the project.

Applicant must obtain all necessary permits for the project. All contractors working on the project must be licensed and registered with the State of North Carolina.

Staff will be permitted to inspect the project to ensure conformance with the grant contract.

This grant program is subject to funding availability, and guidelines may be updated as necessary. Approved projects should be completed within 90 days or funds may not be guaranteed.

Questions about this program should be addressed to:

Josh Langen
Kannapolis Planning Department
704-920-4362
jlange@kannapolisnc.gov

or

Irene Sacks
704-920-4326
isacks@kannapolisnc.gov



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Mike Legg, City Manager
TITLE: Closed Session

A. Action Requested by City Council

Motion to Close the Session pursuant to G.S. 143.318.11 (a) (3) for consulting with an attorney in order to preserve the attorney-client privilege, G.S. 143.318.11 (a) (5) for discussion of a negotiating position on price and other material terms of real property acquisition and G.S. 143.318.11(a) (4) to discuss matters relating to the location or expansion of industries or businesses in the area (Mayor Pro tem Wilson)

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
January 9, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE: January Meeting Calendar

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

H. Issue Reviewed By

ATTACHMENTS:

File Name

No Attachments Available