



**KANNAPOLIS CITY COUNCIL
MEETING AGENDA
Kannapolis City Hall
401 Laureate Way, Kannapolis NC
September 25, 2017
6:00 PM**

Please turn off cell phones or place on silent mode.

CALL TO ORDER AND WELCOME

MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

1. Rail Safety Week September 24-30

RECOGNITIONS

1. Certificate of Appreciation to Girl Scout Club of America #1316

APPROVAL/CORRECTION OF MINUTES

1. August 28, 2017 Meeting Minutes
2. September 11, 2017 Meeting Minutes
3. Closed Session August 28, 2017
4. Closed Session September 11, 2017

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

1. **Resolution Approving Execution of Architect Agreement for Rowan-Cabarrus Community College Renovations at 489 N. Cannon Blvd.** (Mike Legg, City Manager & Walter M. Safrit, II, City Attorney)
2. **Capital Project Ordinance and Reimbursement Resolution for the renovation of a shopping center on Highway 29** (Eric Davis, Finance Director)

BUSINESS AGENDA

- A. **Public Hearing FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER)** (Sherry Gordon, Community Development Program Administrator)
- B. **Public Hearing TA-2017-08 Electronic Gaming Operations text amendments to the following sections of the UDO: Table 4.6-1 Principal Uses Permitted in Zoning Districts; Section 5.31, Electronic Gaming Operations; and Appendix A, Definitions amending the Supplemental Use Regulations and definition of Electronic Gaming Operations** (Zachary D. Gordon, AICP, Planning Director)

CITY MANAGER REPORT

CITY COUNCIL COMMENTS

SPEAKERS FROM THE FLOOR

In order to speak to Council, please fill out a white card and return to the City Clerk. Cards may be found on the table at the back of the room. Please limit comments to 3 minutes.

CLOSED SESSION

G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters (Mayor Pro tem Wilson)

ADJOURN

UPCOMING SCHEDULE

October 09, 2017

October 23, 2017

November 13, 2017

November 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.



**PROCLAMATION
RECOGNIZING SEPTEMBER 24-30 AS RAIL SAFETY WEEK**

WHEREAS, the City of Kannapolis is a supporter of highway-rail grade crossing and pedestrian safety programs; and

WHEREAS, collisions between trains and motor vehicles or pedestrians could be prevented by increased public awareness of the dangers at crossings and around railroad property and of the appropriate safety laws; and

WHEREAS, North Carolina Operation Lifesaver is the foremost public information and education program dedicated to preventing highway-rail grade crossing crashes and pedestrian/railroad trespass incidents; and

WHEREAS, during the week of September 24 through 30, 2017, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

WHEREAS, this important observance should lead to greater safety awareness and a reduction in highway-rail grade crossing crashes and pedestrian/railroad incidents.

NOW, THEREFORE, I, Darrell Hinnant, Mayor of the City of Kannapolis, and on behalf of the Kannapolis City Council, do hereby proclaim September 24 through 30, 2017 as

“RAIL SAFETY WEEK”

In the City of Kannapolis and encourage all citizens to join me in this special observance.



IN WITNESS WHEREOF I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 25th day of September 2017.

Darrell D. Hinnant



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE: Girl Scout Troop #1316

A. Action Requested by City Council

Recognition Only

B. Required Votes to Pass Required Action

Presentation Only, no action required

C. Background

The City of Kannapolis received a grant from the KaBoom! Foundation to make walking more fun and interactive. Girl Scout Troop #1360 recently helped us paint sidewalk art exercise games near the Kannapolis Public Library. Elizabeth "Liz" Lenig is the Leader of Girl Scout Troop #1316.

Girl Scouts of America will be recognized during the Council meeting for their assistance with the sidewalk art.

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

None

ATTACHMENTS:

File Name

No Attachments Available

**CITY OF KANNAPOLIS
COUNCIL MEETING MINUTES
August 28, 2017**

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, August 28, 2017 at 6:00 p.m., at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Darrell Jackson
Roger Haas
Doug Wilson
Dianne Berry

Council Members Absent: Ryan Dayvault
Tom Kincaid

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Attorney: Walter M. Safrit, II

Staff Present: Zac Gordon Irene Sacks
Wilmer Melton Sherry Gordon
Eric Davis Terry Clanton
Trent Marlow Annette Privette-Keller
Ernie Hiers

Visitors: Van Rowell Addul El Ali
Gerry Depken Bobbie Hague
Katy Fitzgerald Apostle Beverly Lockhart
Jeffrey D. Cox, Jr.

CALL TO ORDER AND WELCOME:

Mayor Hinnant called the meeting to order and welcomed those in attendance. Mayor Hinnant commented that sometimes we forgot how blessed we are, noting the devastation that Hurricane Harvey has caused in Houston Texas. One week ago, the people of Houston had no idea of the unprecedented, catastrophic flooding that Hurricane Harvey would cause, forcing thousands of people into shelters and potentially being the costliest natural disaster in US history. He said "that it could be us", and asked that everyone remember Houston Texas as we have a moment of silent prayer. The Pledge of Allegiance was led by Council Member Haas.

ADOPTION OF AGENDA:

Mayor Hinnant noted a revised agenda.

1 Council Member Haas made a motion to adopt the revised agenda. Motion was seconded by
2 Council Member Berry and approved by unanimous vote.

3
4 **APPROVAL OF MINUTES:**

5 Council Member Jackson made motion to approve the July 24, 2017 meeting minutes. Council
6 Member Berry seconded the motion and it was approved by unanimous vote.

7
8 Mayor Pro tem Wilson made motion to approve the August 14, 2017 meeting minutes. Council
9 Member Jackson seconded the motion and it was approved by unanimous vote.

10
11 Council Member Berry made motion to approve the August 14, 2017 Closed Session minutes.
12 Council Member Jackson seconded the motion and it was approved by unanimous vote.

13
14 **CONSENT AGENDA:**

15 Council Member Haas made a motion to approve the Consent Agenda. Council Member Jackson
16 seconded the motion and it was approved by unanimous vote.

17
18 Motion to award the Northwest Service District - Contract 2 Booster Pump Station to the lowest
19 responsible bidder and authorize the City Manager to execute contract (Wilmer Melton, III,
20 Director of Public Works) (Copy included as Exhibit A)

21
22 Motion to approve an amendment to the Capital Project Ordinance for the Davidson Road Water
23 Main (Eric Davis, Finance Director) (Copy included as Exhibit B)

24
25 Motion to approve a Resolution authorizing an Installment Financing Contract and Deed of Trust
26 (Eric Davis, Finance Director) (Copy included as Exhibit C)

27
28 Motion to approve a Bond Order authorizing the issuance or no more than \$7,000,000 in Water
29 & Sewer Revenue Bonds (Eric Davis, Finance Director) (Copy included as Exhibit D)

30
31 Motion to approve a Resolution to purchase land for relocation of Rowan Cabarrus Community
32 College (Mike Legg, City Manager) (Copy included as Exhibit E)

33
34 Motion to approve a budget amendment for purchase of land for relocation of Rowan Cabarrus
35 Community College (Eric Davis, Finance Director) (Copy included as Exhibit F)

36
37 **BUSINESS AGENDA:**

38 **Update on the North Carolina Department of Transportation Projects (Wilmer Melton, III,**
39 **Director of Public Works) (Copy included as Exhibit G)**

40 Mr. Melton provided a power point presentation and highlighted each of the ongoing projects.

41
42 **I-85 Widening I-3902A-Cabarrus**

- 43 • Widening of I-85 from NC Highway 73 (Exit 55) to Lane Street (Exit 63) in
- 44 Cabarrus County
- 45 • Project is under construction
- 46 • Blythe Construction behind schedule
- 47 • NC DOT is in the process of evaluating options to accelerate the Project and
- 48 complete mainline work by the end of 2018/early 2019

1 **I-85 Widening I-3802B-Rowan**

- 2 • Widening of I-85 from Lane Street (Exit 63) in Cabarrus County to Highway 152
- 3 (Exit 68) in Rowan County
- 4 • Currently under construction approximately 26% complete
- 5 • Lane Construction working to have mainline work complete to open with
- 6 Cabarrus County portion of Project
- 7

8 **NC Highway 3 Widening (U-3440)**

- 9 • Widening of NC Highway 3 to a 4-Lane cross-section from Kannapolis Parkway
- 10 East to Dale Earnhardt Boulevard
- 11 • Project was let in November 2016.
- 12 • Clearing and utility relocation underway
- 13 • Anticipated start of roadway construction Spring 2018
- 14

15 **NC Highway 3 Widening (U-5773)**

- 16 • Widening of NC Highway 3 to a multi-lane cross-section from Dale Earnhardt
- 17 Boulevard to US 601
- 18 • Environmental document underway
- 19 • Let date July 16, 2024
- 20

21 **Cannon Blvd and Dale Earnhardt Blvd Intersection Improvements (U-5761)**

22 Intersection Improvements to Cannon Blvd. and Dale Earnhardt Blvd.

23 Alternatives considered:

- 24 • Traditional intersection widening
- 25 • SE Quad Left using Utah Street
- 26 • SE & NW Quad Left using Utah Street and McLain Road
- 27 • Michigan Left with bulbs on Cannon Blvd. only (**preferred alternative**)
- 28
- 29 • Rights-of-way 2018
- 30 • Construction 2020
- 31 • Completion 2021
- 32

33 **U-5761 Traditional Widening**

34 Pros:

- 35 • Familiar intersection design for drivers
- 36 • Access along US 29 remains same
- 37

38 Cons:

- 39 • Property Impacts/Takes
- 40 • Motorists impacted the most during construction
- 41 • Required island along NC 3 will prohibit full movement for some streets
- 42 and driveways
- 43

44 **U-5761 SE Quad Left (Utah)**

45 Pros:

- 46 • Removes left turns at US 29/NC 3
- 47 • Least impact to parking
- 48 Cons:

- Efficiency reduced with future development
- Increased traffic volume on Utah
- Additional signals required
- Confusing to motorists
- Quad left greater than 1,000 desired distance

U-5761 SE Quad Left (Utah) and NW Quad Left (McLain)

Pros:

- Removes left turns at US 29/NC 3
- Distribution of impacts

Cons:

- Efficiency reduced with future development
- Increased traffic volume on Utah and McLain
- Skew of Utah and McLain at NC 3
- Confusing to motorists
- Quad left greater than 1,000 desired distance
- Utah - 1,400'
- McLain – 2,500'

U-5761 Michigan Left with U-turn Bulbs

Pros:

- Removes left turns at US 29/NC 3
- Least property impacts
- Minimal motorist impact during construction
- No impact to residences on Utah Street

Cons:

- Eliminates left from Eddleman Road onto US 29
- Eliminates left-over from US 29 on Barnett Street
- Utah Street will be dead end with cul-de-sac

Rogers Lake Road Separated Grade Crossing (Y-4810K)

- Design is underway
- ROW 2018.
- Construction 2020.

Brantley Road Bridge B-5804

- Replace Bridge No. 56 on Brantley Road over Lake Fisher
- Construction Complete
- Express design build, coupled with I-85 widening

Centergrove Road Bridge (B-5369)

- Replace Bridge No. 53 on Centergrove Road over Cold Water Creek
- Rights-of-way 2017
- Construction 2018

1 **East 1st Street Bridge B-5372**

- 2 • Replace Bridge No. 109 on East 1st Street over US 29
3 • Rights-of-way 2018
4 • Construction 2019
5

6 **Main Street Improvements (U-6062 Rowan)**

- 7 • Main Street improvements from Kimball Road to North Loop Road incorporating
8 sidewalk and bike lanes
9 • Rights-of-way 2024
10 • Construction 2026
11

12 **Oakwood Avenue Sidewalk (C-4916C)**

- 13 • Installation of sidewalk from Windsor to Shady Brook Elementary
14 • All rights-of-way secured
15 • Construction Spring 2018
16

17 **Irish Buffalo Creek Greenway (C-5161)**

- 18 • Project Cost \$2.67 Million
19

20 **Little Texas Road Sidewalk (C-5502)**

- 21 • Installation of sidewalk from Forest Park Drive to existing sidewalk at Mission
22 Hills Subdivision
23 • Deeds being prepared for rights-of-way conveyance
24 • Construction Spring 2018
25

26 **Little Texas Road Sidewalk (EB-5844)**

- 27 • Installation of remaining sidewalk from Dale Earnhardt Blvd to Lane Street
28 • Design 2022
29 • Rights-of-way 2023
30 • Construction 2024
31

32 **Roxie Street Improvements (C-5159)**

- 33 • Construction of monolithic concrete islands, asphalt overlay to facilitate re-
34 striping of roadway markings and signage.
35 • Project postponed until I-85 work along Roxie is complete.
36

37 Council Member Haas commented on NCDOT's recent decision to close the Concord Lake
38 Bridge and not taking into consideration the effect it will have on traffic and safety. He always
39 felt that the governing body that is closest to the local level are the ones that should make the
40 decision. He has not spoken to anyone who is pleased of this decision. He hoped that the Mayor
41 has expressed his displeasure on this decision. Mr. Melton responded "we have".

42 Council Member Berry asked about Lane Street. Mr. Melton stated the he did not share with
43 Council this evening because he had not received an update on the project. This project is not
44 classified as a TIP project and NCDOT will handle internally with safety funds. The project has
45 been delayed until the scheduling issues can be resolved with the I-85 Project. NCDOT did not
46 want to proceed with the road diet project in light of all of the construction traffic back up on I-
47 85. At best, it will probably be next year, Mr. Melton said.
48

1 Mayor Pro tem Wilson asked what is the projected end date of I-85. Mr. Melton explained that
2 the main line work should be open by 2018-2019. The connecting street such as Roxie Street
3 could be another year after that. Utility lines will need to be relocated on some of the side streets
4 to finish up the project.
5

6 Mayor Hinnant hopes that the audience is wowed by the amount of transportation work that is
7 being done in this community. He stated it is amazing that we can have all of this done. Part of
8 the difficulty and reason they are behind is because they cannot get enough subs to do the work.
9 There are so many transportation projects in this region; they are all coming at once. He also
10 stated it hardly goes without a day without someone calling and asking him, "How do I get
11 around your community so that I won't have to be on I-85". He has had calls from Greensboro,
12 Lexington and Thomasville. He also noted that the North Carolina Commissioner of Insurance
13 was in the City today and he was saying last week he was stuck on the interstate for an hour
14 trying to get through due to all of the construction.
15

16 **Motion to approve the Citizen's Advisory Commission for Community Development's**
17 **funding recommendations for area non-profit organizations to receive CDBG Public**
18 **Service funds (Sherry Gordon, CDBG Program Administrator) (Copy included as Exhibit**
19 **H)**

20 Mrs. Gordon the City will receive \$336,305 in CBDG funds. As a HUD Entitlement City, we can
21 budget up to 15% of our annual grant allocation for non-profit public service activities that
22 benefit low and moderate income citizens. 27 applications were received. The Citizen's
23 Advisory Commission recommends funding 10 of these organizations based on the use of funds.
24 Mrs. Gordon introduced Addul Ali, Chairman of the Citizens Advisory for Community
25 Development and Vice Chair Katy Fitzgerald. Chairman Addul Ali stated that the Board had
26 carefully reviewed and recommends the following:
27

28	Academic Learning	\$5000
29	Cabarrus Cooperative Christian Ministry (CCM)	\$5000
30	Cabarrus Health Alliance	\$5000
31	Cabarrus Meals on Wheels	\$5000
32	Midway's Opportunity House	\$5000
33	Novant Health Foundation – Rowan Medical	\$6000
34	Operation Homeless, Inc.	\$5000
35	Prevent Child Abuse Rowan	\$5000
36	Prosperity Unlimited, Inc.	\$4000
37	Vision for Life of Kannapolis	\$5000

38

39 Chairman Addul Ali stated he had an opportunity to visit Pastor Gray's program last year. He
40 noted these kids are superior and that Pastor Gray has made a real impact in the community.
41

42 Council Member Haas asked what the difference between Academic Learning and the Vision for
43 Life. Chairman Addul Ali explained that the Vision for Life program is more centered on
44 mentoring, developmental tools as in teaching life skills. The goals of the program are to provide
45 after school tutoring and homework to help prepare for the EOG's. It helps them practice test
46 important basic skills and the computer program helps them understand the test and apply it in
47 life.
48

CDBG Nonprofit Funding Recommendations
FY 2017-2018

Background: As a HUD Entitlement City, Kannapolis can budget up to 15% of its annual grant allocation for Public Service activities that are made available to low and moderate income residents of Kannapolis and are carried out by non-profit agencies. We will receive \$336,305 in CDBG funds. This year, the amount made available for public services is \$50,000. Requests for proposals were advertised to area non-profit organizations and the following agencies applied for funding:

Agency	Requests	Recommendation	Activity Description
Academic Learning Ctr	\$ 5,000 Sustaining	\$5000	The ALC is currently serving all five elementary schools in the KCS. The ALC afterschool programs are located in the elementary Title I schools of Cabarrus County with the highest free and reduced lunch percentages, a measure of poverty. The funds requested would be used to pay stipends for certified teachers to deliver instruction during the after school hours. Also, funds will be allocated to these two schools to purchase instructional materials, such as novel sets, guided workbooks, etc. and an allowance would be given to the student to purchase a personal reading book of their choice at the schools book fair. (Goal is to serve 248 Kannapolis clients)
American Red Cross	\$3815 Sustaining	0	To provide 250 smoke alarm installations in the City in 2018 in partnership with fire dept. (Goal is to serve 84 households)
Big Brothers Big Sisters	\$5,000 Start up	0	Funds will be used to help launch a Bigs in Blue mentoring program at Forest Park Elementary School which pairs student with police officers in one-on-one mentoring relationships one hour a week. (Goal is to serve 20 students)
*Cabarrus Cooperative Christian Ministry	\$ 5,000 Sustaining \$15,000 Start up	\$5000	\$5,000 – The City funds will be used to assist individuals and families in crisis, with a goal of avoiding utility shutoffs, evictions and life-saving medications. (Goals is to serve 230 families) \$15,000 – CCM will implement a new strategy to improve program services and create a Program Services Coordinator position. This coordinator will engage partners and other community resources to create new training or counseling initiatives to address deficiencies in educational, emotional and developmental experience or families served in program. (Goal is to serve 25 households)
Cabarrus Health Alliance	\$5,000 Sustaining	\$5000	Comprehensive dental health that includes an exam, x-rays, cleaning, fluoride and restorative treatment and extraction for high need students. (Goal is to serve 20 households)

Cabarrus Meals on Wheels	\$ 5,000 Sustaining	\$5000	Funds to help defray the meal costs of senior citizen clients who require financial assistance. (Goal is to serve 10 households)
Cabarrus Partnership for Children	\$2,500 Sustaining	0	Funds to be used for Kindergarten Camp at Shady Brook Elementary. (Goal to serve 18 households)
Cannon Memorial YMCA	\$ 5,000 Start up	0	The grant funds would be used for mower and irrigation system/supplies. (Goal is to serve 500 households)
Capstone Climbing	\$15,000 Start up	0	Funds to be used for students to participate in a daylong outdoor educational experience addressing: Nutrition and Exercise; Diversity and Inclusion; Interpersonal skills and Environmental Education. (Goal is to serve 1000 students)
**Genesis Counseling	\$5,000 Sustaining \$ 15,000 Start up	0	\$5,000 – Funds will be used to fund treatment using outpatient services for those trapped in a lifestyle of substance abuse. (Goal is to serve 60) \$15,000 – To start a new program named F.I.T. – Family Intervention Treatment. 4 to 6 month counseling with focus on areas of dysfunction in families, specifically on substance abuse. (Goal is to serve 8 households)
**Jr. Achievement	\$5,000 Sustaining	0	To offer Junior Achievement model of engaging corporate and community volunteers to deliver grade specific curricula addressing economics, personal finance and workforce development in a one day program at Woodrow Wilson Elem. And Jackson Park Elementary. (Goal is to serve 1000 students)
Jr. Charity League	\$ 5,000 Sustaining	0	Funds will be used to purchase school uniforms, or any weather-appropriate clothing items. Polo shirts & uniform pants, tennis shoes, socks, sweatshirts, etc. and toiletry items (Goal is to serve 350 households)
**Main Street Mission	\$5,000 Sustaining \$15,000 Start up	0	\$5,000 – Funds to be used for Bridge Builder's Initiative which is a 15 week class that provides tools and resources to move to a more stable life. (Goal is to serve 30 households) \$15,000 – Funds to be used towards capital campaign to remodel newly purchased bldg.
Midway's Opportunity House	\$5,000 Sustaining	\$5000	Funds for salary for PT case worker; medical testing supplies, equipment & meds; expansion of feeding program; transportation needs for satellite campus at Living Water Church. (Goal is to serve 800 residents)
**Novant Health Foundation – Rowan Medical	\$15,000 Start-up	\$6000	Funds will be used to provide free screenings, education/coaching and primary care referrals to populations disproportionately affected by diabetes, hypertension and obesity. (Goal is to serve 350 households)

**Operation Homeless, Inc.	\$ 5,000 Sustaining	\$5000	\$5,000 - Funds are needed to supplement the donations from our Refuge Partners in order to continue to feed the hungry by soup kitchen. Funds to pay rent, utilities, phone, purchase of additional food items needed in preparing the meals. (Goal is to serve 9000 clients)
Prevent Child Abuse Rowan	\$ 5,000 Sustaining	\$5000	Funds will be used to support The Terrie Hess House Child Advocacy Center a child-friendly environment where child victims of sexual and physical abuse and their non-offending caregivers receive forensic interviewing, victim advocacy, medical evaluation an mental health intervention service at no cost. (Goal is to serve 30 households)
**Project Bridge	\$15,000 Start up	0	Funds to be used to start an afterschool program in the Cabarrus Arms Apt. (Goal is to serve 100 students)
Prosperity Unlimited, Inc.	\$5,000 Sustaining	\$4000	Funds will be used to provide pre-purchase, delinquency, foreclosure, budget and credit counseling. (Goal is to serve 134 households)
**Rowan County Health Dept.	\$15,000 Start up	0	Funds to be used to provide prenatal dental care for women. (Goal is to serve 20 households)
**Rowan Helping Ministries	\$5,000 Sustaining	0	Funds to be used to assist with rent payments and water utility payments. (Goal is to serve 160 households)
Sandhills Adult & Teen Challenge of Kannapolis	\$15,000 Start up	0	Funds will be used to expand operation from outreach and referral to residential recovery center. Funds will be used for operational costs. (Goal – Not determined)
**Transforming Youth Movement	\$15,000 Start up	0	Funds to be used to provide life skills program program to serve youth 10-17 years old in Cabarrus Arms Apt. (Goal is to serve 40 households)
Vision for Life of Kannapolis	\$ 5,000 Sustaining	\$5000	\$5,000 - Funds will provide online and individual standard core, EOG readiness skills instruction for students in grades 2-8. This instruction will supplement the instruction received from school. VFLK will offer life/character & social skills preparedness, diversity appreciation, and homework completion and parenting/life skills involvement. (Goal is to serve 150 households)

NOTE: *Applied for both grants
****1st time applicant**

Evaluation: We received 27 applications for a total of \$227,423 (4 agencies submitted applications for both grants)

Recommendation: The Commission recommends funding 10 eligible agencies for FY 17-18 as listed in the chart above.

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Evaluation: We received 27 applications for a total of \$227,423 (4 agencies submitted applications for both grants)

Recommendation: The Commission recommends funding 10 eligible agencies for FY 17-18 as listed in the chart above.

There being no further questions, Mayor Pro tem Wilson made a motion to approve the ten recommended area for non-profit organizations to receive CDBG Public Service funds. Motion was seconded by Council Member Jackson and approved by unanimous vote.

Public Hearing for Case #TA 2017-06; Motion to Adopt a Statement of Consistency; Motion to adopt Ordinance to amend the UDO Text for the following sections for UDO ; Table 4.6-1, Principal Uses Permitted in Zoning Districts; add Section 5.36, Outdoor Banquet Facilities; add definition outdoor banquet facilities Appendix A, definitions regarding defining outdoor banquet facilities allowing conditional use in certain zoning districts (Zachary D. Gordon, Planning Director) (Copy included as Exhibit I)

Mr. Gordon reviewed the following facts.

As the popularity of rural and outdoor weddings continues to increase, City staff has received numerous requests from property owners to establish wedding venues on their properties. Currently such uses are not listed as a permitted use, nor are they defined in the UDO. The UDO does permit events (including outdoor events) in conjunction with bed and breakfast inns if approved with a Conditional Use Permit (CUP). Staff has reviewed several surrounding municipalities, including Huntersville, Monroe, and Cabarrus County, in drafting the proposed ordinance.

The proposed amendment would define the outdoor venues as *Outdoor Banquet Facilities* and would permit them with a Conditional Use Permit on lots of 5 acres or greater in the AG (Agricultural District), RE (Rural Estate), RL (Residential Low Density), and RM-1 and RM-2 (Residential Medium Density) zoning districts. Staff is proposing the requirement for a CUP in order to provide neighboring property owners with the opportunity to provide their input to the Board of Adjustment regarding how they would be impacted by such uses. A CUP is also proposed due to the fact that each property will have unique characteristics which require review of their location, and the design and specifics of the facility. This amendment would also set supplemental use standards for outdoor banquet facilities, including standards on parking, screening, noise, and hours of operation.

At their August 2, 2017 meeting, the Planning and Zoning Commission unanimously recommended approval of the proposed text amendments.

Planning staff concurs with the recommendation of the Planning and Zoning Commission and recommends approval of the proposed text amendments to Table 4.6-1, Section 5.36, and Appendix A of the UDO as presented. The City Council may choose to either approve, or deny the text amendment as presented. City Council may also add, delete, or change any of the language as proposed.

Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak. There being no speakers, Mayor Hinnant closed the public hearing.

City Manager Legg expressed concerns regarding the opaque screening device and said that it appears a little extreme to require a fence for a one-time event. Mr. Gordon responded that the fence is a protected measure and could be tweaked. Mr. Gordon further explained there was no urgency to adopt the text amendment and if Council wanted to defer to the next meeting would be an option.

Council Member Jackson also expressed concerns about requiring screening.

1 Mayor Hinnant stated that due to the absence of two Council Members and the quest for more
2 information, suggested that the issue be deferred to the September 10, 2017 Council Meeting.

3
4 Council Member Berry made a motion to defer the matter to the September 10, 2017 Council
5 Meeting. Motion was seconded by Mayor Pro tem Wilson and approved by unanimous vote.

6
7 **Public Hearing for Case #TA 2017-07; 2. Motion to adopt a Statement of Consistency;**
8 **Motion to adopt Ordinance to amend the UDO Text for the following sections of the UDO;**
9 **Table 4.6-1, Principal Uses Permitted in Zoning Districts; and add a definition for stadium**
10 **uses to Appendix A, Definitions regarding defining stadiums and allowing as a permitted**
11 **use in the CC (Center City) zoning district (Zachary D. Gordon, Planning Director) (Copy**
12 **included as Exhibit J)**

13 Mr. Gordon gave the following facts:

14
15 The City of Kannapolis is currently engaged in the planning and design of a Sports and
16 Entertainment Venue (SEV) to be located in downtown. When completed the SEV will serve as
17 the new home for the Kannapolis Intimidators Minor League Baseball team, and also provide a
18 venue for other activities and events such as performances and community gatherings. Currently,
19 the Unified Development Ordinance (UDO) does not include a definition for stadium or an
20 allowance for such use in any zoning district.

21
22 The proposed amendment would define *stadium* and permit them by-right in the CC (Center
23 City) zoning district. Stadiums that are accessory to a school use are already permitted by the
24 UDO. Staff reviewed the definitions of several local municipalities, including Charlotte and
25 Gastonia, in drafting this amendment. The proposed definition includes sporting events as well
26 as other performances, while excluding such uses as a racetrack or drag strip.

27
28 At their August 2, 2017 meeting, the Planning and Zoning Commission unanimously
29 recommended approval of the proposed text amendments.

30
31 Planning staff concurs with the recommendation of the Planning and Zoning Commission and
32 recommends approval of the proposed text amendments to Table 4.6-1 and Appendix A of the
33 UDO as presented. The City Council may choose to either approve, or deny the text amendment
34 as presented. City Council may also add, delete, or change any of the language as proposed.

35
36 Mayor Pro tem Wilson inquired if 100 seats were enough, or should the count be higher? Mr.
37 Gordon responded that is a very low threshold.

38
39 Mayor Hinnant asked Mr. Safrit if the City's amphitheater was defined as a stadium. Mr. Safrit
40 responded that the Ordinance may need to be amended to include 'fixed stadium seating', that
41 would be more applicable to the amphitheater and the football stadium at A.L. Brown High
42 School. Mr. Safrit also wanted the opportunity to further research the definition of stadium as it
43 applies to the baseball stadium. He suggested that Council table this matter to the September 10,
44 2017 Council meeting.

45
46 Mayor Pro tem Wilson made a motion to defer the matter to the September 10, 2017 Council
47 Meeting. Motion was seconded by Council Member Jackson and approved by unanimous vote.

1
2 **Hold Public Hearing and consider adopting an Ordinance for Demolition of structure**
3 **at 915 Rochelle Street - Continued from August 14, 2017 (Zachary D. Gordon, Planning**
4 **Director) (Copy included as Exhibit K)**

5 Mr. Gordon gave the following facts:

- 6 ➤ February 2, 2016 – Code Enforcement staff initiated contact regarding several minimum
- 7 housing violations
- 8 ➤ October 19, 2016 – Code Enforcement staff identified minimum housing violations
- 9 including: substandard original footprint, not weather tight and unsafe.
- 10 ➤ November 2, 2016 – Home determined unfit for occupation – owner required to:
- 11 • Repair, alter, improve or vacate and demolish
- 12 • Clean up premises
- 13 ➤ January 25, 2017 – Owner obtained demolition permit
- 14 ➤ July 28, 2017 – Owner notified of City Council meeting to consider demolition
- 15 ➤ August 14, 2017 – Public Hearing before Council to consider demolition – delayed until
- 16 Council August 28th meeting due to progress on demolition of structure.
- 17

18 Mr. Gordon stated as of this day, the structure is partially demolished, referring to current
19 pictures. Staff is recommending that Council not adopt the Ordinance and take no action on the
20 matter due to the fact that work is steadily being done. Mr. Cline recommends that Council
21 concur with a date to have the site cleaned up properly and if that date was not met, give them a
22 firm date and if all else, have a demolition team clean up and place a lien on the property. The
23 cost would be less if the City had demolished the whole property. Cost to remove dilapidated
24 structures is estimated to be approximately \$2,500, plus asbestos abatement. Mr. Gordon and Mr.
25 Cline will decide on a reasonable time frame, not beyond 30-45 days and notify the property
26 owner.

27
28 Mayor Hinnant asked if the City's nuisance ordinance limit the city to the \$2500 dollar value if
29 required to clean up the property, and can the City charge the property owner. Mr. Safrit stated
30 there is no limitation on the amount and the City would place a lien against the property.

31
32 City Manager asked Mr. Safrit if the best course of action would in order to put this matter to
33 rest, is for the Mayor to ask for a motion to adopt the Ordinance; however if no motion is made,
34 the Ordinance would die for a lack of a motion.

35
36 Mayor Hinnant asked for a motion to adopt an Ordinance for the demolition of structure at 915
37 Rochelle Street. There being no motion made, the Ordinance died to a lack of a motion.

38
39 **CITY MANAGER REPORT:** None.

40
41 **CITY COUNCIL COMMENTS:** None.

42
43 **SPEAKERS FROM THE FLOOR:**

44 Bobbie Hague of 1401 Brantley Road asked if all of the demolition of the I-85 bridges had to
45 commence during two or three o'clock in the morning. She was sure that the Police Department
46 received a lot of calls last week. They were not informed about any demolition and the noise was

1 deafening and continued all night. The Police Department did not know at first what was
2 happening, but did later they did find out. She said it was unnerving not knowing what was
3 happening as the noise was deafening and continued all night.

4
5 Mayor Hinnant thanked Ms. Hague for her comments and assured her that Staff would be talking
6 with the NCDOT about notification.

7
8 **CLOSED SESSION:**

9 Mayor Pro tem Wilson made a motion to go into closed session pertaining to GS. 143-318.11 (a)
10 (3) to consult with an attorney in order to preserve the attorney-client privilege, G.S. 143-318.11
11 (a) (6) for the purpose of discussing personnel matters and G.S. 143.318.11 (a) (4) for discussing
12 matters relating to the location or expansion of industries or businesses in the area. Motion was
13 seconded by Council Member Berry and approved by unanimous vote.

14
15 Council went into closed session at 7:15 PM.

16
17 Mayor Pro tem Wilson made a motion to come out of closed session. Motion was seconded by
18 Council Member Berry and approved by unanimous vote.

19
20 Council resumed regular session at 9:05 PM.

21
22 There being no further business, Council Member Haas made a motion to adjourn. Motion was
23 seconded by Council Member Jackson and approved by unanimous vote.

24
25 The meeting adjourned at 9:05 PM on Monday, August 28, 2017.

26
27
28
29
30
31 _____
32 Milton D. Hinnant
33 Mayor

34 _____
35 Bridgette Bell, MMC, NCCMC
City Clerk

**CITY OF KANNAPOLIS
COUNCIL MEETING MINUTES
September 11, 2017**

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, September 11, 2017 at 6:00 p.m., at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault
Darrell Jackson
Tom Kincaid
Doug Wilson
Dianne Berry
Roger Haas

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Clerk: Bridgette Bell, MMC

City Attorney: Walter M. Safrit, II

Staff Present:	David Hancock	Annette Privette Keller
	Tony Eury	Wilmer Melton, III
	Trent Marlow	Irene Sacks
	Terry Clanton	Eric Davis
	Zac Gordon	

Visitors:	L.J. Weslowski	Van Rowell
	J.J. Snider	Howard Boyd
	Brian Rabon	James Pope
	Theckla Ward	

CALL TO ORDER AND WELCOME:

Mayor Hinnant called the meeting to order and welcomed those in attendance. A moment of silent prayer and the Pledge of Allegiance was led by Mayor Pro tem Wilson.

ADOPTION OF AGENDA:

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

PROCLAMATIONS:

1 Mayor Hinnant proclaimed September 11, 2017 as “A Day of Recognition and Remembrance”,
2 and Saturday, September 19, 2017 as “National Thank a Police Officer Day”
3

4 **CONSENT AGENDA:**

5 Mayor Pro tem Wilson made a motion to approve the Consent Agenda. Motion was seconded by
6 Council Member Dayvault and approved by unanimous vote.
7

8 Resolution approving condemnation Action (Mike Legg, City Manager) (Copy included as
9 Exhibit A)
10

11 Acceptance of Grant Funds from Cabarrus Health Alliance to expand the Loop the Loop
12 Program (Annette Privette Keller, Director of Communications) (Copy included as Exhibit B)
13

14 Resolution supporting NCDOT Funding for Project Hercules (Wilmer Melton, III, Director of
15 Public Works) (Copy included as Exhibit C)
16

17 Resolution to terminate Phase III Covenants Kannapolis Business Park (Mike Legg, City
18 Manager) (Copy included as Exhibit D)
19

20 City of Kannapolis and the NCDOT Utility Relocation Agreement-TIP#B-5369 (Wilmer Melton,
21 III, Director of Public Works) (Copy included as Exhibit E)
22

23 **BUSINESS AGENDA:**

24 **Presentation of Proposed Brand Implementation Plan for the City of Kannapolis (Annette**
25 **Privette Keller, Director of Communications) (Copy included as Exhibit F)**

26 Three years ago the City strategically adopted and implemented a branding plan. We would like
27 to update you on the next steps in the process to further implement the brand in conjunction with
28 the Downtown Revitalization Project. Initially the implemented would occur over the next three
29 years. The plan would be used to ensure the City's brand is disseminated throughout the region to
30 drive economic development to the City as a whole and specifically to the Downtown
31 Revitalization Project.

32 Mrs. Privette Keller gave a brief overview of the implementation of the Brand to date.

33 Methodical & Systematic Approach:

- 34 • Website/Social Media Redesign
- 35 • Documents/Vehicles/Water Tanks
- 36 • Staff Uniforms
- 37 • Street Banners
- 38 • Merchandise
- 39 • Educating Our Partners
- 40 • Get Healthy Nights with Intimidators
- 41 • Parks & Recs Programming (Couch to 5k)
- 42 • Utility Bill Newsletter Redesign
- 43 • Run Kannapolis: 1,328 first year participants with 2,337 participants of the
44 second year
45

- Loop the Loop – 425 participants
- Way finding
- City Facility Signage

Representatives Theckla Pope and James Ward with Saturday Brand Communications, were contracted by the City to develop a Strategic Marketing Plan. The Plan being developed is a means to capitalize on strategic opportunities and will include goals, objectives, as well as strategies and tactics to achieve those goals and objectives. In addition, an economic development plan/advertising/media plan, public relations plan and implementation details. A one-year and three-year timeframe will address long term considerations that may guide marketing throughout the entire downtown revitalization project.

Ms. Pope continued with the key findings assessed from the Stakeholder Interviews.

- The downtown project will be a defining aspect of the City's future and a key driver of future growth/investment
- It is an opportunity for Kannapolis to 'reinvent itself'
- Finding the balance between the past and future is paramount – Kannapolis must preserve its legacy without letting the past define its future
- Implementation of the brand must incorporate downtown without ignoring the City's many existing assets.
- While many agree NCRC is a huge asset, most feel it is not well understood and disconnected from the community
- Many are unclear on the current vision/plan for the NCRC
- There is almost unanimous desire to see the campus become more integrated vs. staying isolated/disconnected
- NCRC will be important to the city's long term success and can't be left out of the city's identity
- Most agree the new downtown needs service and experience-driven businesses to become a destination
- Some feel that public art (or art in general) should be better integrated into revitalization plan
- There is a desire to cultivate entrepreneurial development and support small business development – could Kannapolis become a hub for entrepreneurs?
- Many expressed desire to better connect/integrate "West Kannapolis" and engage residents in the city's plans
- Being in 2 counties creates unique challenges as neither county truly takes "ownership" of the City
- Schools are a hot button

Target Audience Recommendations: Priority Targets & Audience Profiles:

Current Residents:

- A mix of those who have lived in Kannapolis most or all of their lives along with newcomers who bring a different outlook and values.
- The former are older, conservative, mill-minder, faith & family-focused, less accepting of change
- Newcomers and younger, less conservative, upwardly mobile, family-focused and demand modern conveniences

1 Future Residents:

- 2 • Homebuyers seeking homes in the \$200K - \$350K price point (Ages
- 3 • 30-40)
- 4 • HHI: \$100K - \$150K
- 5 • Career-minded, family-focused, spritual, struggling to balance family and other
- 6 demands
- 7 • Enjoy going to the aquairum, curcus, playing pool, dancing, Karaoke, tailgating,
- 8 • video grames & movies

9
10 Target Audience Recommendations:

- 11 • Large Scale Businesses: Business Considerations: Site Selectors
- 12 • Sports Fans/Baseball Enthusiasts
- 13 • Real Estate Brokers
- 14 • Home Builders/Developers
- 15 • Media Outlets
- 16 • Partner Considerations

17
18 Secndary Target Audiences:

- 19 • City Stakeholders & Employees
- 20 • National Media
- 21 • Community Groups and Leaders

22
23 Brand Messaging – Brand Position & Key Message Platform

- 24 • Kannapolis is a City where health, nutritiion, science and education are becoming
- 25 its business, creating unprecedented opportunities for its citizens to thrive, and
- 26 live a good and health life in mind, body, community and spirit

27
28 Key Brand Themes:

- 29 • Innovovation Lives Here
- 30 • A Helthy Life is our Future
- 31 • Re-imaging everything downtown can be
- 32 • Where business succeeds
- 33 • Some people start a new address. Others start a new legacy
- 34 • Have your choice in schools
- 35 • A progressive City with a small town feel
- 36 • Our histroy is an American story

37
38 Goals for 2017-2020

- 39 • Extend the City's brand and better reflect the City's visionary future
- 40 • Create awareness of downtown revitalization and expand the stories that are being
- 41 told about the transforming taking place.
- 42 • Highlight and celebrate the total transformatoin taking place in Kannapolis that will
- 43 shape the future of the City beyond the downtown.
- 44 • Define and expand the Citys's "Discover a Healthy Life" inititative and show how
- 45 Kannapolis's commitment to a healthy community can be part of a broader brand
- 46 story
- 47 • Engage current residents about wehats to ocme, to bolster civic pride and convert
- 48 them into ambassadors.

- Attract the right kind of newcomers to Kannapolis by setting defined parameters for homebuyer and business targets
- Affirm to current investors that they have made a wise choice, and to encourage potential new investors
- Impress economic development allies and partners and find new ones who will share the City's vision of its future.
- Create economic development opportunities and jobs.
- Set the state for future visitor/tourism marketing.

Strategies for 2017-2020

Year 1 Expand the Brand

Building the brand for Kannapolis and implement Discover a Healthy Life. Increase awareness of the City's many assets, with focus on NCRC and downtown revitalization.

Year 2 Expand the Campaign

Continue to drive awareness and build the City's brand. Layer on more targeted messages and media placements for ED, residential growth and excitement around the SEV

Year 3 Lead Gen & Tourism Begin

Shift into heavier-hitting more 'lead gen' oriented tactics. Use progress downtown and within the City as a whole to be more specific in Messaging. Prepare to add a tourism-like-call-to-action to encourage visitors

Years 4-10 Launch New Phases

Launch the next phase of marketing built around the next priorities for revitalizing and growth

Tactical Priorities: Campaign preview events, to key stakeholders and partners

- Internal communications
- Development of a library for core campaign & economic development assets
- Website updates and additions
- Video content/production
- Local business and resident pride/engagement programs
- Realtor outreach
- Trade group outreach/sponsorships
- Ongoing communication about progress – via roundtables, presentations/forums & information kiosk

Media Strategies: Media will support the brand evolution as follows:

Year 1 – Expand the Brand- Maximize the budget by focusing on geo-targeted digital channels, including:

- LinkedIn
- Facebook
- Instagram

- Home Builder Networks
- Search
- Display

Year 2 – Expand the Campaign- Build on Year 1 results and expand awareness efforts, plus add targeting:

- Year 1 digital tactics
- Outdoor
- Economic development websites
- Business Journals
- Site selector networks
- Sports-targeting on social

Year 3 – Lead Gen & Tourism Begin – Expand on how Year 1 & Year 2 placements- including broader geography & inclusion of tourism placements:

- Year 1 & Year 2 Media
- Printing
- NC Tourism Partnership

Years 4-10 – Launch New Phases – Media Strategies and tactics are TBC

Mayor Hinnant thanked Theckla Pope and James Ward for their presentation noting there was a lot of work to be done. No action was required by Council.

Public Hearing for Case #TA 2017-06; Motion to Adopt a Statement of Consistency; Motion to adopt Ordinance to amend the UDO Text for the following sections for UDO ; Table 4.6-1, Principal Uses Permitted in Zoning Districts; add Section 5.36, Outdoor Banquet Facilities; add definition outdoor banquet facilities Appendix A, definitions regarding defining outdoor banquet facilities allowing conditional use in certain zoning districts (Zachary D. Gordon, Planning Director) (Copy included as Exhibit G)

Mr. Gordon reviewed the following facts.

As the popularity of rural and outdoor weddings continues to increase, City staff has received numerous requests from property owners to establish wedding venues on their properties. Currently such uses are not listed as a permitted use, nor are they defined in the UDO. The UDO does permit events (including outdoor events) in conjunction with bed and breakfast inns if approved with a Conditional Use Permit (CUP). Staff has reviewed several surrounding municipalities, including Huntersville, Monroe, and Cabarrus County, in drafting the proposed ordinance.

The proposed amendment would define the outdoor venues as *Outdoor Banquet Facilities* and would permit them with a Conditional Use Permit on lots of 5 acres or greater in the AG (Agricultural District), RE (Rural Estate), RL (Residential Low Density), and RM-1 and RM-2 (Residential Medium Density) zoning districts. Staff is proposing the requirement for a CUP in order to provide neighboring property owners with the opportunity to provide their input to the Board of Adjustment regarding how they would be impacted by such uses. A CUP is also proposed due to the fact that each property will have unique characteristics which require review of their location, and the design and specifics of the facility. This amendment would also set

1 supplemental use standards for outdoor banquet facilities, including standards on parking,
2 screening, noise, and hours of operation.

3 Mr. Gordon noted that at the last Council meeting, there were concerns pertaining to a
4 conditional use permit required for screening. This has been changed to allow the Board of
5 Adjustment to grant the permit.

6
7 The City Council may choose to either approve, or deny the text amendment as presented. City
8 Council may also add, delete, or change any of the language as proposed.

9
10 Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak.
11 There being no speakers, Mayor Hinnant closed the public hearing.

12
13 *Motion was made by Council Member Haas to adopt a Statement of Consistency that the City*
14 *Council finds the text amendment as represented in Case TA-2017-06 to be in the public*
15 *interest, reasonable and consistent with the 2015 City of Kannapolis Land Use Plan adopted*
16 *by the City Council, and is recommended for approval by the City Council based on*
17 *consideration of the application materials, information presented at the Public Hearing, and*
18 *the recommendation provided by Staff.* Motion was seconded by Council Member Dayvault
19 and approved by unanimous vote.

20
21 Motion was made by Council Member Dayvault to adopt an Ordinance to amend the UDO text
22 for the following sections for UDO; Table 4.6-1, Principal Uses Permitted in Zoning Districts;
23 add Section 5.36, Outdoor Banquet Facilities; add definition outdoor banquet facilities Appendix
24 A, definitions regarding defining outdoor banquet facilities allowing conditional use in certain
25 zoning districts. Motion was seconded by Council Member Berry and approved by unanimous
26 vote.

27
28 **Public Hearing for Case #TA 2017-07; 2. Motion to adopt a Statement of Consistency;**
29 **Motion to adopt Ordinance to amend the UDO Text for the following sections of the UDO;**
30 **Table 4.6-1, Principal Uses Permitted in Zoning Districts; and add a definition for stadium**
31 **uses to Appendix A, Definitions regarding defining stadiums and allowing as a permitted**
32 **use in the CC (Center City) zoning district (Zachary D. Gordon, Planning Director) (Copy**
33 **included as Exhibit H)**

34 Mr. Gordon gave the following facts:

35
36 The City of Kannapolis is currently engaged in the planning and design of a Sports and
37 Entertainment Venue (SEV) to be located in downtown. When completed the SEV will serve as
38 the new home for the Kannapolis Intimidators Minor League Baseball team, and also provide a
39 venue for other activities and events such as performances and community gatherings. Currently,
40 the Unified Development Ordinance (UDO) does not include a definition for stadium or an
41 allowance for such use in any zoning district.

42
43 The proposed amendment would define *stadium* and permit them by-right in the CC (Center
44 City) zoning district. Stadiums that are accessory to a school use are already permitted by the
45 UDO. Staff reviewed the definitions of several local municipalities, including Charlotte and
46 Gastonia, in drafting this amendment. The proposed definition includes sporting events as well
47 as other performances, while excluding such uses as a racetrack or drag strip.

1 Mr. Gordon noted that at the last Council meeting, there were concerns about fixed seating,
2 which has been added to the definition of Stadium.

3
4 The City Council may choose to either approve, or deny the text amendment as presented. City
5 Council may also add, delete, or change any of the language as proposed.

6
7 Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak.
8 There being no speakers, Mayor Hinnant closed the public hearing

9
10 *Motion was made by Council Member Kincaid to adopt a Statement of Consistency that the*
11 *text amendment as represented in Case TA-2017-07 to be consistent with the 2015 City of*
12 *Kannapolis Land Use Plan adopted by City Council, in the public interest, reasonable, and is*
13 *recommended for approval by the City Council based on consideration of the application*
14 *materials, information presented at the Public Hearing, and the recommendation provided by*
15 *Staff. Mayor Pro tem Wilson to adopt a Statement of Consistency. Motion was seconded by*
16 *and approved by unanimous vote.*

17
18 Motion was made by Council Member Dayvault to adopt an Ordinance to amend the UDO
19 Text for the following sections of the UDO; Table 4.6-1, Principal Uses Permitted in Zoning
20 Districts; and add a definition for stadium uses to Appendix A, Definitions regarding defining
21 stadiums and allowing as a permitted use in the CC (Center City) zoning district. Motion was
22 seconded by Mayor Pro tem Wilson and approved by unanimous vote.

23
24 **Light Rail Connector (Eddie Smith, Deputy City Manager) (Copy included as Exhibit I)**

25 CK Rider and CATS currently provide an express route (80X) for commuters from Big
26 Lots/First Assembly in Concord to Uptown Charlotte. When CATS opens the Blue Line Light
27 Rail Extension (March 2018), the current 80x route is scheduled to be eliminated; therefore,
28 there will not be any direct service to the CATS system or Uptown Charlotte.

29
30 Mr. Smith deferred to Transit Manager L.J. Weslowski to present a proposal that would connect
31 the CK Rider bus service to a light rail extension in Charlotte.

32
33 Mr. Weslowski reported that between January–July, 2017, the highest requested destinations
34 based on Customer Service and Google Trip Planner data:

- 35
36 1. Charlotte (general): 323 (+28 UNCC and CLT)
37 2. Salisbury: 101
38 3. Harrisburg: 73
39 4. Amazon (Derita): 62
40 5. Ei Solutions: 28

41
42 The current connection has stops at Big Lots on US 29 in Concord, Charlotte Motor Speedway
43 and several sites in Charlotte. The newly approved route would eliminate the Charlotte Motor
44 Speedway stop and operate on a loop that uses I-85.

45
46 There are two options available for CK Rider to continue providing an express service to connect
47 Concord/Kannapolis commuters, to Uptown Charlotte via the new Blue Light Rail Extension.
48 The two options connect the Rider Transit Center on Ridge Avenue and the J.W. Clay Light Rail

1 Station. The preferred option is a seven-days-a-week, two bus, multiple round-trip service but it
2 is cost-prohibitive. Transit staff has identified a proposed option that is similar to the preferred
3 option, less expensive, but only provides one bus, one-way service, and little room for
4 expansion; however, this proposed option allows for expansion of service without significant
5 increase in operational or capital costs. Without this connector express route, commuter would
6 no longer have a connection between the CK Rider Transit System and Uptown Charlotte.

7
8 Preferred Scenario: Hwy 29

- 9 • Seven day a week, hourly service using two buses
- 10 • 14 or 15 weekday round trips (11 or 12 weekend) b/w Rider Transit
- 11 Center and JW Clay
- 12 • Includes Big Lots and Speedway park-and-ride
- 13 • Includes one Mecklenburg County stop (TBD) and could incorporate a
- 14 second
- 15 • Extra time on each trip to allow for growth
- 16 • Covers three of four 80X trips within a
- 17 two hour window

18
19 Preferred Scenario: Hwy 29

20 \$659,490 Total service cost
21 -59,709 Projected fare revenue (new \$2.20 fare)
22 -115,476 CATS contribution
23 \$484,305 Total to be split 50/50 (Concord \$242,153; Kannapolis \$242,153)

24
25 Preferred Scenario: Hwy 29

- 26 • Disadvantages:
- 27 • Requires two buses (\$695k - \$1.39M)
- 28 • Significant additional operational cost to both Concord and Kannapolis

29
30 The staff recommended, preferred option, would be a \$92,207 increase in the transit budget
31 starting July 1, 2018. The funding source would be decided during the budget process. Likely
32 funding would be the General Fund or Vehicle Registration Fees, both of which currently funds
33 transit expenses.

- 34 • Actions for Consideration:
 - 35 – **Approve New Proposed Light Rail Express Connector (Includes the**
 - 36 **following)**
 - 37 • Supports Transit Commission's approval of the proposed Rider Express
 - 38 Loop Route & elimination of 80X service
 - 39 • Supports Transit Commission's approval of Rider Express matching other
 - 40 Rider Transit Routes
 - 41 • Supports Transit Commission's approval of a new regional route fare of
 - 42 \$2.20
 - 43 • Approve development of new bus pass options pending agreement with
 - 44 CATS
 - 45
 - 46

47 Following general discussion, motion was made by Council Member Haas to support the
48 Transit's Commission approval of a new regional route fare of \$2.20 and approve development

1 of a new bus pass option pending agreement with CATS. Motion was seconded by Council
2 Member Jackson and approved by unanimous vote.

3
4 **CITY MANAGER REPORT:** None.

5
6 **CITY COUNCIL COMMENTS:** None.

7
8 **CLOSED SESSION:**

9 Mayor Pro tem Wilson made a motion to go into closed session pursuant to GS. 143-318.11 (a)
10 (3) to consult with an attorney in order to preserve the attorney client privilege and G.S.
11 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or
12 businesses in the area. Motion was seconded by Council Member Kincaid and approved by
13 unanimous vote.

14
15 City Council went into closed session at 7:20 PM.

16
17 Mayor Pro tem Wilson made a motion to come out of closed session. Motion was seconded by
18 Council Member Dayvault and approved by unanimous vote.

19
20 Council resumed regular session at 9:20 PM.

21
22 There being no further business, Mayor Pro tem Wilson made a motion to adjourn. Motion was
23 seconded by Council Member Dayvault and approved by unanimous vote.

24
25 The meeting adjourned at 9:20 PM on Monday, September 11, 2017

26
27
28
29 _____
Milton D. Hinnant, Mayor

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



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

TO: Mayor and City Council
FROM: Mike Legg, City Manager & Walter M. Safrit, II, City Attorney
TITLE: Resolution Approving Execution of Architect Agreement

A. Action Requested by City Council

Motion to Approve Resolution for the Architect Agreement with Bogle Firm Architecture, PLLC, for Rowan-Cabarrus Community College Renovations at 489 N. Cannon Boulevard.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The City purchased the shopping center at 489 N. Cannon Blvd for the purposes of relocating the Rowan-Cabarrus Community College cosmetology program from its existing location in downtown Kannapolis. When the City purchased the downtown properties, the College was in a long-term lease for its 120 West Ave facility. The relocation will allow the construction of the Sports and Entertainment Venue in downtown, and will provide the College with ample space away from the downtown construction in which to operate its educational programs. City Council approved a revised lease with the College at its September 11 meeting.

In order to move forward with the renovations, the City needs to hire an architect to design the facility. The City had sent a Request for Qualifications to several firms. Staff reviewed the responses and determined that Bogle Firm Architecture, PLLC, had the most ideal qualifications.

D. Fiscal Considerations

The scope of work includes approximately 32,700 square feet for the relocation of the College's cosmetology, CNA, and EMT programs. About 7,800 square feet remaining in the building will be unfinished shell space for future expansion. The facility will require new plumbing, mechanical, and electrical systems. New windows will be added, and a new membrane roof will be installed over the existing metal roof. Site work will include the north portion of the parking lot,

a concrete entry patio area, and sidewalk, landscaping, and lighting within the north portion of the parking lot. An alternate in the bid will include repaving, landscaping, and lighting of the remainder of the parking lot and access drive.

The projected budget range is estimated to be \$3.8 million to \$4.5 million, with a recommend cost of work estimate at \$4.2 million. This includes \$270,000 of architectural and engineering design fees included in the contract with Bogle Architecture.

E. Policy Issues

None.

F. Legal Issues

None.

G. Alternative Courses of Action and Recommendation
--

1. **Adopt the Resolution (Recommended).**
2. Approve the Resolution with amendments.
3. Fail to approve the Resolution.

ATTACHMENTS:

File Name

- ❏ Resolution_Approving_Architect_Agreement_for_RCCC_Cosmetology_Program_Venue_(9-19-17).doc
- ❏ architect__agreement-09192017145647.pdf

Resolution # _____

**CITY OF KANNAPOLIS
RESOLUTION
APPROVING ARCHITECT AGREEMENT
FOR ROWAN-CABARRUS COMMUNITY COLLEGE
COSMETOLOGY PROGRAM VENUE**

WHEREAS, in order to move forward with the renovations of the Rowan-Cabarrus Community College Cosmetology Program Venue at 489 N. Cannon Boulevard, the City requires the professional services of an architect to design the facility; and

WHEREAS, a Request for Qualifications was distributed in accordance with NC requirements. Staff determined Bogle Firm Architecture, PLLC, for a stipulated sum of \$270,000.00 had the most ideal qualifications to design the venue for Kannapolis.

WHEREAS, the City has complied with Chapter 143, Article 30 which establishes the general public policy for procurement of architectural servicers on a merit selection process; and

WHEREAS, the City Council has determined that the proposed architectural services contract with Bogle Firm Architecture, PLLC for renovation design is in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute the proposed agreement with Bogle Firm Architecture, PLLC.

BE IT FURTHER RESOLVED, the City Manager is authorized to make additional non-substantive modifications deemed to be in the best interests of the City to the extent such modifications are consistent with the general provisions of the attached agreement.

Adopted this 25th day of September, 2017.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourteenth day of September
in the year 2017

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Kannapolis

401 Laureate Way

Kannapolis, NC 28081

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

and the Architect:

(Name, legal status, address and other information)

The Bogle Firm Architecture, PLLC

100 West Innes Street, Suite 200A

Salisbury, NC 28144

for the following Project:

(Name, location and detailed description)

RCCC North Cannon Campus Adaptive Reuse

489 N Cannon Blvd., Kannapolis

This project is defined as the renovations and adaptive reuse of the existing 42,330 square foot, pre-engineered metal structure, former retail anchor facility at 489 North Cannon Boulevard, Kannapolis. The purpose of this project is to provide approximately 32,700 square feet for the relocation of Rowan Cabarrus Community College's Cosmetology, CNA, and EMT programs from 120 West Avenue. The remainder of the facility includes an unfinished future tenant space of approximately 7,800 square feet, and various support and loading dock spaces.

Building system improvements include completely new plumbing, mechanical, and electrical systems. Existing fire suppression system will be adjusted to serve newly created interior spaces. New windows will be added through the existing precast concrete wall panels. Failing skylights will be bridged and a new membrane roof with rigid insulation will be installed over the existing metal roof. Existing built-up roofs will also be repaired or replaced.

Base bid sitework will include the replacement of approximately 40,000 sf of asphalt parking lot (north lot), a concrete entry patio area, sidewalk and landscaping along the north facade, and parking lot lighting and landscaping within this 40,000 sf area. An alternate will define repaving, landscaping, and lighting to replace or repair the remaining 143,000 sf of parking lot and drive access asphalt.

The Owner and Architect agree as follows.

Init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Adaptive Reuse / Renovation of anchor building at 489 North Cannon Blvd. per the program, schematic designs, and budget estimates developed with Rowan Cabarrus Community College and agreed upon by the City of Kannapolis. Design team consultants will be King Engineering of Concord (civil), ViZ (landscape), Ritchie Engineering (structural), S. E. Collins (fire suppression, plumbing, and mechanical), and Design Engineering (electrical)
Presented budget range = \$3,820,000 to \$4,470,000 (including Arch/Eng Design fees of \$270,000)
Recommended Cost of Work estimate = \$4,200,000.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000 per claim
\$2,000,000 aggregate
- .2 Automobile Liability
N/A
- .3 Workers' Compensation
\$100,000
- .4 Professional Liability
\$1,000,000 per claim
\$1,000,000 aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

To the date of this contract, no supplementary services have been requested.

Additional services not described in this document may be added at the Owner's request either on an hourly basis (per attached Office Standard Rate Sheet) or by a separately negotiated agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services Thirty (30) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

Init.

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dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Architect shall be compensated for the percentage of the work completed, including architectural and engineering design, bidding, and construction administration work.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of the total design fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Two Hundred and Seventy Thousand dollars (\$270,000)

- .2 Percentage Basis
(Insert percentage value)

n/a percent (%) of the Owner's budget for the Cost of the Work,
as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

n/a

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per separately negotiated agreements as needed or on an hourly basis per attached Office Standard Rate Sheet.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent
(20 %), or as follows:

Per separately negotiated agreements as needed.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Ten	percent (10 %)
Construction Documents Phase	Sixty Five	percent (65 %)
Construction Phase	Twenty	percent (20 %)
Bidding Phase	Five	percent (5 %)
Total Basic Compensation		one hundred	percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly rates are only applicable for requested additional work. See attached Office Standard Rate Sheet.

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Twenty Seven Thousand dollars (\$ 27,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

6 % per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Office Standard Rate Sheet, September 2017
Facility Analysis (Budget estimating document)

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mike Legg, City Manager

(Printed name and title)

ARCHITECT (Signature)

Donald R. Bogle, Jr., AIA, Principal #10100

(Printed name, title, and license number, if required)

Init.



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

TO: Mayor and City Council
FROM: Eric Davis, Finance Director
TITLE: Capital Project Ordinance and Reimbursement Resolution

A. Action Requested by City Council

Adopt Capital Project Ordinance and Reimbursement Resolution for the renovation of a shopping center on Highway 29.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

Recently, the City of Kannapolis purchased the former Big Lots shopping center on Highway 29. The attached Capital Project Ordinance and Reimbursement Resolution will allow the City to begin incurring costs for renovating the property for uses that meet the City's economic development goals and objectives.

D. Fiscal Considerations

Ultimately, the City will issue debt for all expenses incurred with this project. The City does expect to receive at least \$290,000 in lease payments annually for the foreseeable future.

E. Policy Issues

The primary use for this project is to relocate the RCCC Cosmetology program to this location.

F. Legal Issues

None.

G. Alternative Courses of Action and Recommendation

- 1. Adopt Capital Project Ordinance and Reimbursement Resolution for the renovation of a shopping center on Highway 29 (Recommended)**
2. Do not adopt Capital Project Ordinance and Reimbursement Resolution for the renovation of a shopping center on Highway 29

ATTACHMENTS:

File Name

- ▣ Capital_Proj_Ordinance_Shopping_Center_\$6_000_000.pdf
- ▣ Reimbursement_Resolution.pdf

**CITY OF KANNAPOLIS, NORTH CAROLINA
SHOPPING CENTER RENOVATIONS
PROJECT ORDINANCE**

BE IT ORDAINED by the City Council of the City of Kannapolis, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized consists of the engineering, design, and renovation of a Shopping Center into a mixed use redevelopment center; "Project".

Section 2. The City Manager is hereby directed to proceed with the Project in compliance with the North Carolina General Statutes and within the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the Project:

Proceeds from Financing	\$ 6,000,000

TOTAL	\$ 6,000,000

Section 4. The following amount is appropriated for the Project:

Capital Outlay	\$ 6,000,000

TOTAL	\$ 6,000,000

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide for accounting to the City Council as required by North Carolina law.

Section 6. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on total project revenue.

Section 7. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this project in annual budget information presented to City Council.

Section 8. The City Manager is hereby authorized to transfer funds from one line item to another line item without further approval by the City Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

This Ordinance is approved and adopted this 25th day of September 2017.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KANNAPOLIS
DECLARING THE INTENT OF THE CITY OF KANNAPOLIS TO REIMBURSE
ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH
THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE ISSUED.**

WHEREAS, the City Council of the City of Kannapolis (the "*City*") has determined that it is in the best interest of the City to engineer, design and renovate a shopping center into a mixed use redevelopment center; (the "*Project*");

WHEREAS, the City presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with the proceeds of tax-exempt obligations (the "*Bonds*") to finance, or to reimburse the City for, all or a portion of the costs of the Project; and

WHEREAS, the City desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of issuance of the Bonds (the "*Original Expenditures*"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Bonds, and the City intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Bonds to be issued at a date occurring after the dates of such Original Expenditures;

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

Section 1. ***Official Declaration of Intent.*** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Bonds. The City reasonably expects to issue the Bonds to finance all or a portion of the costs of the Project and the maximum principal amount of Bonds expected to be issued by the City to pay for all or a portion of the costs of the Project is \$6,000,000.

Section 2. ***Compliance with Regulations.*** The City adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the City's intent to reimburse the City for the Original Expenditures from proceeds of the Bonds.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the City, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the City in determining and itemizing all of the Original Expenditures incurred and paid by the City in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of issuance of the Bonds.

Section 4. ***Effective Date.*** This Resolution shall become effective immediately upon the date of its adoption.

Adopted this 25th day of September 2017.

Milton D. Hinnant, Mayor

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

TO: Mayor and City Council
FROM: Sherry Gordon, Community Development Program Administrator
TITLE: Public Hearing FY 2016-17 CAPER

A. Action Requested by City Council

- 1) Conduct a Public Hearing for the FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER)**
- 2) Approve the FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER) and motion to submit to the U.S. Dept. of Housing & Urban Development (HUD) by September 28, 2017.**

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

Each year the City must prepare a written summary of the previous year's activities and accomplishments for the CDBG Entitlement program. This report provides details on how the programs that were funded met HUD's national objectives of serving the needs of low income residents as well as how the activities helped meet the goals as detailed in the City's Consolidated Plan. Citizen input is required.

The report has been made available for public inspection at the City Administrative Office at 401 Laureate Way and on the website and this availability was duly advertised. A public hearing before Council is also required prior to submitting the report to HUD. The public hearing was also been duly advertised.

During FY 2016-17, the City was awarded \$341,246 in CDBG funds and expended \$209,096. The City did not generate any program income. The unexpended funds will be carried over to FY 2017-18 line items.

Highlights of the year's activities include the following achievements:

HUD Activity/Amount	City's Activities/Accomplishments
Planned Repayments of Section 108 loans \$62,280	The City made two payments this past fiscal year for the Section 108 loan of the Kannapolis Gateway Business Park. Location: Kannapolis Parkway and Hwy 73
CDBG Public Services \$50,000	The City partnered with 9 local non-profit agencies to provide public services for Kannapolis residents in FY 2016.
Program Administration \$68,200	The City administered overall compliance with all HUD regulations and guidelines regarding the use of CDBG funds.
Urgent Repair \$28,216	The City provided urgent repairs to 9 homeowners using CDBG funds. 10 homeowners were assisted using URP16. (NCHFA - \$50,000 expended)

HOME funds were used to partner with Habitat for Humanity Cabarrus to construct a new "tiny" house in the Carver area (\$20,000 plus donation of lot) and to provide a total rehab for a homeowner on Linda Ave. (\$45,000)

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

- 1) **Approve the FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER) and motion to submit to the U.S. Department of Housing & Urban Development (HUD) by September 28, 2017 (RECOMMENDED)**
- 2) Do not approve the FY 2016-17 Consolidated Annual Performance and Evaluation Report (CAPER)

ATTACHMENTS:

File Name

- 📄 CAPER.pdf
- 📄 FY-16_CAPER_AD.pdf

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Kannapolis made progress towards meeting its program goals in FY 2016-17 through working with community partners to expand housing options for homeless persons; increasing the supply of affordable housing stock; improving the condition of existing housing stock; increasing homeownership opportunities; addressing and reducing barriers to affordable housing; increasing the inventory of lead safe housing units; eliminating blight in neighborhoods; supporting the creation of jobs accessible to low and moderate income residents; support of expansion of education and training opportunities as well as encouraging the expansion of programs to help low and moderate income residents build wealth and improve their credit.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Improve and strengthen neighborhoods	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	300	600.00%			

Improve and strengthen neighborhoods	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	125	250.00%	100	0	0.00%
Improve and strengthen neighborhoods	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	50	53	106.00%	0	3	
Improve and strengthen neighborhoods	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	5	0	0.00%			
Prevent and address homelessness	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME Consortium Allocation: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	774	1,548.00%	60	1241	2,068.33%
Prevent and address homelessness	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME Consortium Allocation: \$	Homeless Person Overnight Shelter	Persons Assisted	50	25	50.00%			

Prevent and address homelessness	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME Consortium Allocation: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	5	8	160.00%			
Prevent and address homelessness	Affordable Housing Public Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME Consortium Allocation: \$	Homelessness Prevention	Persons Assisted	50	25	50.00%			
Promote self sufficiency and community development	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	300	600.00%			
Promote self sufficiency and community development	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	2309	2,309.00%			
Promote self sufficiency and community development	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	200	182	91.00%	100	75	75.00%

Provide decent & affordable housing	Affordable Housing	CDBG: \$ / HOME Consortium Allocation: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	20	182	910.00%			
Provide decent & affordable housing	Affordable Housing	CDBG: \$ / HOME Consortium Allocation: \$	Homeowner Housing Added	Household Housing Unit	3	1	33.33%			
Provide decent & affordable housing	Affordable Housing	CDBG: \$ / HOME Consortium Allocation: \$	Homeowner Housing Rehabilitated	Household Housing Unit	5	12	240.00%	6	9	150.00%
Provide decent & affordable housing	Affordable Housing	CDBG: \$ / HOME Consortium Allocation: \$	Direct Financial Assistance to Homebuyers	Households Assisted	8	0	0.00%			
Provide decent & affordable housing	Affordable Housing	CDBG: \$ / HOME Consortium Allocation: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	5	8	160.00%			
Provide decent & affordable housing	Affordable Housing	CDBG: \$ / HOME Consortium Allocation: \$	Homelessness Prevention	Persons Assisted	20	25	125.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the FY 2016-17 CDBG activities were conducted in accordance with the priority goals and objectives identified in our Consolidated Plan. Funds were distributed to nine (9) non-profit agencies providing public services to Kannapolis residents; nine (9) homeowners were assisted with urgent repairs such as roof, handicap ramp or replacement of inoperable heating system. HOME funds were used to construct a new housing unit for a first time homeowner.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	2,684
Black or African American	2,488
Asian	16
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	0
Total	5,192
Hispanic	104
Not Hispanic	5,088

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City utilizes CDBG funds to meet the needs of low/mod income communities. The clients served are composed of a broad range of races and ethnicities.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	341,246	
HOME	HOME	100,799	
HOPWA	HOPWA		
ESG	ESG		
Other	Other	50,000	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Carver Area	10	4	New construction 1 unit
Villas Mobile Home Park	0		

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City partnered with Habitat for Humanity to provide assistance to (1) homeowner in the Carver Revitalization area with new construction of a tiny house.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The needs of the City's residents are greater than its resources. The City does make an effort to seek other sources of funding for its community development efforts and was recently awarded Urgent Repairs funds for FY 2016-17 from the North Carolina Housing Finance Agency which will allow us to assist many more homeowners. All of the agencies that receive funds from the City for public service activities receive the vast majority of their funding from other sources, thereby leveraging the funds provided by the City.

Part of the 25% matching requirement of the HOME Program is provided by partnership with Habitat for Humanity and Cooperative Christian Ministry, where volunteers and in-kind donations are used to repair and rehab homes in conjunction with HOME funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	10	20
Number of Special-Needs households to be provided affordable housing units	60	0
Total	70	20

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	60	0
Number of households supported through The Production of New Units	0	1
Number of households supported through Rehab of Existing Units	6	19
Number of households supported through Acquisition of Existing Units	0	0
Total	66	20

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City did not meet our goals for production of new units as we allocated all of our FY 2016-17 HOME funds to assist Prosperity Unlimited & Wesley Community Development Corporation with a 60 unit senior housing project application for Low Income Housing Tax Credit development which did not receive funding. However, the tax credit application was approved in Aug. 2016 and construction is scheduled to begin in 2017.

The City did contribute financial support to organizations that serve the homeless and special needs households.

Discuss how these outcomes will impact future annual action plans.

We will be able to meet our goals as the one year goal for new production will be met with the construction of the new senior housing tax credit project in 2017.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	83	0
Moderate-income	1	0
Total	85	0

Table 7 – Number of Households Served

Narrative Information

CDBG funds were used to provide urgent repair for 9 homeowners. HOME funds were used to complete rehab for (1) homeowner and (1) new construction in partnership with Habitat for Humanity Cabarrus.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City is a member of the Piedmont Regional Continuum of Care Consortium, made up of agencies and local governments in Union, Stanly, Cabarrus, Rowan and Davidson Counties. The PRCoC is a collaborative effort among stakeholders to reduce and eliminate homelessness. They assess housing needs and work collaboratively with HUD and North Carolina State, County, and City agencies to secure grants and request funding to develop affordable housing opportunities for the chronically homeless throughout the five-county area.

City staff also serves on the Cabarrus County Homelessness Task Force group which was organized by Cooperative Christian Ministries. The group meets quarterly to review updates on factors affecting homelessness, collaborative opportunities in the community and progress at local level.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City partners with Cooperative Christian Ministry in the the teaching house transitional housing program to provide a way for families to move out of homelessness and towards a more stable housing financial footing. The City currently owns (6) houses in the Carver Revitalization area one of which has been transferred to Cooperative Christian Ministry to be sold to a family that is currently in the teaching house program and is now ready for homeownership. We also have (1) house outside of the Carver area. All are being leased to Cooperative Christian Ministry for transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City's non-profit partners are key in the prevention of homelessness. Cooperative Christian Ministry provide financial assistance for rent and utilities as well as a food pantry. Prosperity Unlimited and Habitat for Humanity provide financial literacy education and foreclosure prevention counseling. The school systems provide referrals and some assistance to families at imminent risk of homelessness.

For individuals who are being discharged from institutions and systems of care, there are some specialized services to assist these individuals. These support organizations include the Cabarrus County Criminal Justice Partnership Program, the Employment Security Commission's Offender Specialist to help with job seeking, Cardinal Innovations for mental health, Rowan-Cabarrus Community College for workforce training programs for offenders and its R3 Career Center (has programs for those with a criminal record), Serenity House in Concord, and the McLeod Addictive Disease Center (located in Charlotte, works with youth offenders, addicts).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support agencies that address homeless issues in conjunction with the Continuum of Care and the 10 year Plan to End Homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have a public housing authority within the city limits. However, the City is served by the Rowan County Housing Authority for public housing and Section 8 program services as well as the City of Concord Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Concord Housing Authority as well as Rowan County Housing Authority Administrators encourage and develop self-sufficiency in public housing residents and Section 8 recipients.

Actions taken to provide assistance to troubled PHAs

No action taken or needed as neither the City of Housing Authority nor the Rowan Housing Authority are considered "troubled".

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

There may be instances where public policy will adversely affect a group but there are not any policies that we are aware of or have been reported to us that place limits on growth and adversely affect the return on residential investment.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City has identified economic development diversity in the local economy and creating new jobs as a primary goal by supporting local businesses, encouraging entrepreneurship and making business more affordable through incentives and business friendly policies. Most Kannapolis residents are more able to meet their basic needs when they are fully and securely employed. The City proactively recruits businesses to the community to provide jobs for our residents. In 2016-17, a number of expansions and relocations were announced, including ISE Enterprises and Linder Industrial Machinery.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City will continue its efforts to reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead safe housing available to the low-income population. The City requires lead tests on all units scheduled for rehabilitation that were built prior to 1978 and includes the lead abatement work as part of the scope of services completed by the contractor.

The City will increase access to housing without LBP hazards by participating in the construction of new housing units affordable to low-income households. These include low-income housing tax credit projects as well as single family construction.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City views its Consolidated Plan and Action Plans as its anti-poverty strategy. Funds are used to the benefit of low and moderate income citizens in effort to increase wealth and quality of life. Creating and building individual and family wealth is a goal of the City's CDBG and HOME programs. Housing counseling continues to be an important asset for low and moderate income residents to receive the one-on-one help necessary to address issues such as homeownership, credit issues, mortgage default, home equity conversion mortgages, fair housing, rental assistance and emergency shelter needs. This activity is coupled with expanded programs for new affordable housing production available for low and moderate income buyers and renters. Whenever available, Individual Development Account (IDA) funds will be sought to assist in helping to alleviate poverty build personal wealth and financial stability. The

City, through its partnership with Prosperity Unlimited, Inc., assisted with providing the full array of housing counseling services to its citizens.

The City's partnership with Cooperative Christian Ministry in the Teaching House transitional housing program provides a way for families to move out of homelessness and towards a more stable housing and financial footing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City continues its effort to encourage new organizations or existing organizations with new programs to apply for public service activity funding, by setting aside a portion of funds targeted towards these applicants. The City would like to assist in providing the start-up funds needed to establish new programs that benefit the Kannapolis community.

The Mayor and City Council make the decisions about the City's community development activities and funding, with guidance from the general public and the Community Development Commission (CDC). The CDC is a 9-member group of citizens appointed by City Council to provide input to the community development program, review annual plans, CAPERs, and other documents, and provide recommendations about funding for public service activities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The partnerships that the City has with the HOME Consortium and local housing agencies allows for more affordable housing units to be available for lower wealth residents. As resources continue to shrink we continue to leverage funds in order to be able to serve more families. Continued funding, referral cooperation, data and advocacy will help enhance the coordination among social service agencies to address both housing and non-housing needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City in partnership with other agencies and organizations will both implement and support programs that help address the physical and human development needs of the low to moderate income communities. These development efforts will help eliminate and mitigate the barriers to affordable housing.

This includes and is not limited to: provide and assist in construction, rehabilitation and planning of low to moderate income housing; continue to support non-profits to assist in human development while providing educational and training needed to work toward securing available social economic opportunities; provide and assist in down payment assistance programs; workforce development programs and financial management programs; plan for and assist non-profit agencies offering

homebuyer counseling and educational programs.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Kannapolis takes very seriously the need for program compliance and monitoring. In addition to annual monitoring visits with its subgrantees, the City also ensures compliance through frequent communication with subgrantees throughout the project period. This is done through written, telephone, and in-person communications. At the beginning of each fiscal year, the City conducts training for the non-profits that are receiving funding for public services so that they understand the reporting and documentation requirements. Sub-grantees submit reports throughout the year on project progress and are required to provide documentation with any reimbursement request.

The other primary tool used in monitoring subgrantees is the written agreement/contract between the City and the subgrantee. The contract serves as a binding document that specifies the responsibilities of each party, and the City uses the contracts as a way to ensure that HUD program rules are being followed and that the City is attaining its goals. Each contract outlines roles and responsibilities, timelines, funding, and default provisions. Each year, the City reviews its contracts with subgrantees to determine provisions or language within the contracts that should be strengthened.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Federal regulations require the CAPER to be submitted to HUD no later than 90 days after the end of the fiscal year. The draft FY 2016-17 CAPER became available for public review and comment on September 13, 2017. A public notice was placed in the Independent Tribune on September 13, 2017 and a public hearing was held on September 25, 2017 to receive comments.

The Community Development Commission also reviewed the report and comments included questions on how more HUD funding could be received; role of the CDC in seeking funds and providing grant writing workshops.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



NOTICE OF PUBLIC HEARING

The Kannapolis City Council will hold a public hearing on Monday, September 25, 2017 at 6:00 p.m. (as soon thereafter as the matter may be heard) in the Kannapolis Administrative Bldg, 401 Laureate Way, Kannapolis, NC. The purpose of this hearing is to receive citizens comments and questions on the use of Fiscal Year 2016-2017 Community Development Block Grant (CDBG) & HOME funds from the US Department of Housing and Urban Development (HUD).

Copies of this Report are available for public inspection at the following location: City of Kannapolis Administrative Bldg., 401 Laureate Way, Kannapolis, NC and from the City's website: www.kannapolisnc.gov

All interested persons are invited to attend this hearing. Persons with disabilities, non-English speaking persons or anyone who needs assistance to participate in this public hearing should notify the Kannapolis Human Resource Director at (704) 920-4302 at least forty-eight (48) hours prior to the meeting, or call the North Carolina Relay Number for the Deaf at 1-800-735-8262.



PUBLICATION DIRECTIONS

Publish in Non-Legal section only with black border.

Please use all logos!

Please publish by September 13, 2017.

Mail invoice and affidavit of publication to the following address:

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



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

TO: Mayor and City Council
FROM: Zachary D. Gordon, AICP, Planning Director
TITLE: TA-2017-08 - Public Hearing to consider amendments to UDO for Electronic Gaming Operations

A. Action Requested by City Council

- 1. Hold Public Hearing for Case # TA 2017-08**
- 2. Motion to adopt a Statement of Consistency for Case #TA 2017-08**
- 3. Adopt an Ordinance to Amend Text of UDO for Case #TA 2017-08**

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The City has experienced a large increase in the number of “skilled arcades” (also sometimes known as “business centers” and “internet cafes”) since the beginning of the calendar year (see attached map of “Current Gaming Locations”). These establishments are not currently regulated by the UDO as the “Electronic Gaming Operations” supplemental regulations are limited by definition to “games of chance” with no mention of “games of skill”. Currently, staff is classifying these games of skill “amusement arcades”, which are permitted by right in the CC (Center City) and C-2 (General Commercial) zoning districts. Without any supplemental regulations, these “skilled arcade” uses have proliferated along gateway corridors such as Main Street and Cannon Boulevard. This amendment proposes to add games of skill to the “Electronic Gaming Operations” definition as well as amending the supplemental standards to ensure consistency with similar uses.

The proposed amendment would include the following items:

- Move the definition of *Electronic Gaming Operations* from Section 5.31 to Appendix A and amend the definition to include both “games of skill” and “games of chance”.
- Increase the separation requirement between Electronic Gaming Operations and tax exempt parcels from 200 feet to 500 feet.
- Increase the parking requirements for these uses from one space per employee and one

space per every two machines; to one space per employee and one space per machine. This change is intended to make the parking requirement for electronic gaming operations consistent with that for “amusement arcades”; which staff deems to be the most similar category for electronic gaming operations.

- Remove language designating gateway corridors as extending one mile from City limits. Removal of this language will require new electronic gaming operations to be setback a minimum of 200 feet along the entire rights-of-way for NC 3 (Dale Earnhardt Boulevard and Mooresville Road), NC 73(Davidson Highway), US 29 (Cannon Boulevard), Kannapolis Parkway, Lane Street, C Street, Ridge Avenue, Rogers Lake Road and Main Street.
- Require a CUP in order to provide neighboring property owners with the opportunity to provide their input to the Board of Adjustment regarding how they would be impacted by such uses as well as to require review of location, signage, and hours of operation.

Planning staff concurs with the recommendation of the Planning and Zoning Commission to recommend City Council adoption of the proposed text amendments to **Table 4.6-1, Principal Uses Permitted in Zoning Districts; Article 5, Section 5.31, Electronic Gaming Operations;** and **Appendix A, Definitions**, as presented.

D. Fiscal Considerations

None

E. Policy Issues

The proposed text amendments to the UDO for "Electronic Gaming Operations" are detailed in the attached **ORDINANCE TO AMEND TEXT OF THE UNIFIED DEVELOPMENT ORDINANCE, TABLE 4.6-1 PRINCIPAL USES PERMITTED IN ZONING DISTRICTS, SECTION 5.31, ELECTRONIC GAMING OPERATIONS; AND APPENDIX A DEFINITIONS.**

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

The following actions are required to recommend approval of TA 2017-08:

1. Consider **Resolution to Adopt a Statement of Consistency for TA 2017-08**
2. Consider **Adoption of Ordinance to Amend Text of UDO, Table 4.6-1, Permitted Principal Uses in Zoning Districts; Article 5, Section 5.31, Electronic Gaming Operations and Appendix A, Definitions for Electronic Gaming Operations, as recommended by Planning and Zoning Commission.**

The following actions are required to recommend denial of TA 2017-08:

1. Consider Resolution to not Adopt a Statement of Consistency for TA 2017-08
2. Consider motion to deny TA-2017-08

ATTACHMENTS:

File Name

- ▣ Application.pdf
- ▣ September_25_Public_Hearing_Notice.pdf
- ▣ Gaming_Locations.pdf
- ▣ TA-2017-08_Statement_of_Consistency_-_Land_Use_and_Public_Health_Impact.pdf
- ▣ Ordinance_to_amend_text_of_UDO_-_TA_2017-08.pdf



Planning and Zoning Commission and Board of Adjustment
General Application Form
(Not for Site Plan Review Submittals)

Type of Action Requested (Check One):

Variance	_____	SIA Application	_____
Conditional Use Permit	_____	Nonconformity Adjustment	_____
Subdivision Exception	_____	Watershed Boundary Modification	_____
Zoning Text Amendment	<u>X</u>	Zoning Map Amendment	_____
Appeal	_____	Conditional Zoning Map Amendment	_____

Applicant: Zac Gordon - Planning Department Owner: _____

Address: 401 Laureate Way Address: _____
Kannapolis, NC 28081

Telephone: 704-920-4350 Telephone: _____

Email: zgordon@kannapolisnc.gov Email: _____

Legal relationship of applicant to property owner: _____

Property Location/Address: _____

Tax Parcel Number: _____ Zoning District: _____ Acreage of Site: _____

Zachary D. Gordon, AICP - Planning Director

Applicant Name (Print) _____ Property Owner Name (Print) _____

Applicant Signature & Date _____ Property Owner Signature & Date _____

The agenda deadline is the first day of the month preceding the month of the meeting. To be considered for placement on the next meeting agenda, the signed application, application fee, and five (5) copies of any required site plans for staff review must be submitted by the deadline. However, to remain on the next meeting agenda, fifteen (15) copies of such plans, determined by staff to conform to all ordinance standards, must be submitted at least ten (10) days before the meeting date. All fees are nonrefundable and help to cover administrative and notification costs.

For Staff Use Only:

Filing Fee: _____ Receipt # _____

Application No.: _____ Date Submitted (Complete): _____



CITY OF KANNAPOLIS

AN APPLICATION TO AMEND THE TEXT OF THE UNIFIED DEVELOPMENT ORDINANCE

I Zachary D. Gordon - Planning Director, hereby make application for an amendment to the following section(s) of the Unified Development Ordinance:


Appendix A and Section 5.31

In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

See Attached Staff Report for Proposed Text Amendment

State your reasons for amending the text of the Ordinance:

To update the regulations on Electronic Gaming Operations.



Signature of applicant

Fee: Please refer to fee schedule to determine applicable fees. All fees are nonrefundable and help to cover administrative and notification costs.

STAFF USE ONLY

Scheduled Planning Commission meeting date: 9/6/2017

Dates advertised in newspaper: 8/25/2017 and 9/1/2017

Planning Commission recommendation: _____

Recommended changes to proposed text: _____

City Council Meeting Date: _____

Dates advertised in newspaper: _____ and _____

City Council Decision: _____

Changes to proposed text: _____

Date written notice of final decision sent to applicant: _____

CITY OF KANNAPOLIS

MEMORANDUM

TO: Amanda Boan
The Independent Tribune
FROM: Pam Scaggs, Administrative Assistant
DATE: September 13, 2017
SUBJECT: Display Ad

Please publish this Notice of Public Hearing as a **display ad** in the non-legal section of *The Independent Tribune*.

Publish dates: Friday, September 15, 2017
Friday, September 22, 2017

Send invoice and affidavit of publication to: pscaggs@kannapolisnc.gov

Call me at 704-920-4350 if you have any questions.

Thank you.
Pam Scaggs
pscaggs@kannapolisnc.gov



NOTICE OF PUBLIC HEARING
Kannapolis City Hall
Laureate Center
401 Laureate Way, Kannapolis, NC 28081

City Council Meeting
Monday, September 25, 2017 at 6:00 pm

Public Hearing Notice

Public Hearing Notice – Zoning Text Amendment – TA-2017-08 – Public Hearing to consider text amendments to the following sections of the Unified Development Ordinance; (1) **Article 4** Zoning Districts and Dimensional Regulations, **Table 4.6-1** Principal Uses Permitted in Zoning Districts; (2) **Article 5** Supplemental Use Regulations, **Section 5.31** Electronic Gaming Operations; and (2) **Appendix A** Definitions, requiring a Conditional Use Permit, amending the Supplemental Use Regulations and definition of Electronic Gaming Operations.

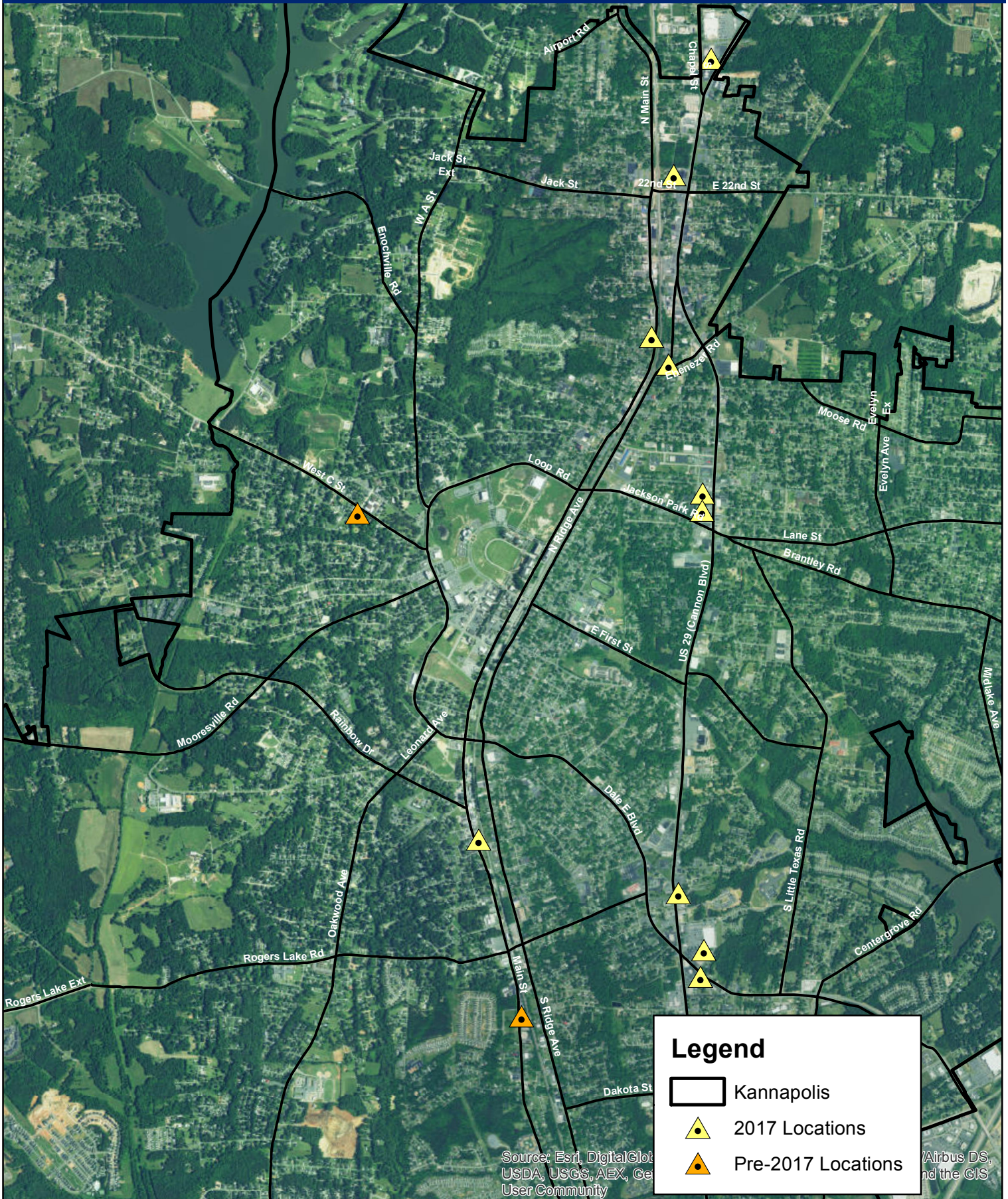
If you have questions or concerns regarding this case, please contact the City of Kannapolis Planning Department at 704-920-4350.

Hearing impaired persons desiring additional information or having questions regarding this subject should call the North Carolina Relay Number for the Deaf (1-800-735-8262). The meeting facility is accessible to people with disabilities. To request special accommodations in advance, contact the City's ADA Coordinator at 704-920-4302 or email tcline@kannapolisnc.gov.



Current Gaming Locations

Case Number: TA-2017-08





**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY
FOR TEXT AMENDMENT
CASE #TA-2017-08**

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

WHEREAS, the Kannapolis City Council considers text amendments to Table 4.6-1, Principal Uses Permitted in Zoning Districts, Section 5.31, Electronic Gaming Operations to amend the supplemental standards for Electronic Gaming Operations and Appendix A Definitions, to be consistent with the goals and policies of the *City of Kannapolis 2015 Land Use Plan*, which calls for the establishment of guidelines for development of the physical landscape of the City. Furthermore, the City Council finds these text amendments to be reasonable and in the public interest because Electronic Gaming Operations (including games of skill) can potentially result in noise, traffic and visual land use impacts, along with impacts on the public health, safety and welfare, which may result in a decrease in adjoining commercial and residential property values; and

WHEREAS, the City Council conducted a Public Hearing on September 25, 2017 for consideration of text amendment Case TA-2017-08 as submitted by the Planning Department staff;

NOW, THEREFORE BE IT RESOLVED that the City Council finds the text amendments as represented in Case TA #2017-08 to be consistent with the *City of Kannapolis 2015 Land Use Plan* adopted by the City Council, reasonable, and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

Adopted this the 25th day of September, 2017;

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



AN ORDINANCE TO AMEND TEXT OF THE UNIFIED DEVELOPMENT ORDINANCE, TABLE 4.6-1 PRINCIPAL USES PERMITTED IN ZONING DISTRICTS, SECTION 5.31, ELECTRONIC GAMING OPERATIONS, AND APPENDIX A DEFINITIONS

CASE #TA-2017-08

WHEREAS, per Section 3.8 of the Kannapolis Unified Development Ordinance (“UDO”), the City Council has final authority on zoning text amendments; and

WHEREAS, per Section 3.8 of the UDO, the Planning and Zoning Commission, at its regular meeting on September 6, 2017, recommended City Council approval of text amendments pertaining to “Electronic Gaming Operations” by a unanimous vote; and

WHEREAS, City Council conducted a public hearing on September 25, 2017 to consider amendments to the following sections of the UDO: (1) Article 4 Zoning Districts and Dimensional Regulations, Table 4.6-1 Principal Uses Permitted in Zoning Districts; (2) Section 5.31, Electronic Gaming Operations; and (3) Appendix A Definitions amending the Supplemental Use Regulations and definition of Electronic Gaming Operations; and

WHEREAS, the proposed amendments are consistent with the goals and policies of the *City of Kannapolis 2015 Land Use Plan*, reasonable and in the public interest as detailed in the “Resolution to Adopt a Statement of Consistency for Text Amendment Case #TA-2017-08”;

NOW, THEREFORE, BE IT ORDAINED, by the Kannapolis City Council that (1) Article 4 Zoning Districts and Dimensional Regulations, Table 4.6-1 Principal Uses Permitted in Zoning Districts; (2) Section 5.31, Electronic Gaming Operations; and (3) Appendix A, Definitions, of the UDO be amended as follows:

The proposed text amendments to the UDO for Appendix A, Definitions; Table 4.6-1, Principal Uses Permitted in Zoning Districts; and Section 5.31, Electronic Gaming Operations, are shown as ~~strikethrough-deletions~~ and **underline and highlight additions** below:

APPENDIX A Definitions

ELECTRONIC GAMING OPERATIONS – Any business enterprise, whether as a principal or an accessory use, where persons utilize electronic devices, including, but not limited to computers and gaming terminals, to conduct games of skill or chance, including sweepstakes, and where cash, merchandise, or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. This term includes, but is not limited to internet sweepstakes, internet sweepstakes, internet sweepstakes café, video sweepstakes, or cybercafés, which have a finite pool of winners. This does not include any lottery endorsed by the State of North Carolina.

TABLE 4.6-1: PRINCIPAL USES PERMITTED IN ZONING DISTRICTS																			
* All uses permitted in the CC, CD, and I-1 Districts are subject to supplemental design regulations in Article 11 of this Ordinance.																			
P - Permitted Use	S - Permitted Use with Supplemental Regulations in Article 5 and/or Article 11 (see "§ 0.00" for reference)																		
C - Conditional Use	(-) Prohibited Use																		
USE	NAICS	AG	RE	RL	RM-1	RM-2	RV	RC	ZONING DISTRICTS									I-1*	I-2
									B-1	O-I	CC*	C-1	C-2	CD-R*	CD*				
Equipment Rental & Leasing (with indoor storage)	53231, 5324	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	-		
Equipment Rental & Leasing (with outdoor storage)(§ 11.1)	53231, 5324	-	-	-	-	-	-	-	-	-	-	-	P/S	-	-	P/S	-		
Electronics & Appliance Rental	53221	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	-		
Electronics, Camera & Appliance Stores	443	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	-		
Electronic Gaming Operations (§ 5.31)		-	-	-	-	-	-	-	-	-	-	-	C/S	-	-	P/S	P/S		
Farmer's Market	44523	P	-	-	-	-	-	-	P	-	P	-	P	-	-	-	-		
Fitness & Recreational Sports Centers ⁽²⁾	713490	-	-	-	-	-	-	-	C	-	P	P	P	-	P	P	-		
Florist	4531	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Formal Wear & Costume Rental	53222	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	-		
Furniture & Home Furnishings	442	-	-	-	-	-	-	-	-	-	P	-	P	-	P	-	-		
Furniture/Party Supply/Sporting Goods Rental	53229	-	-	-	-	-	-	-	-	-	P	-	P	-	P	-	-		
Game Preserves	7114	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
General Merchandise Stores (less than 25,000 sq. ft.)	452	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	-		
Gift, Novelty & Souvenir Stores	45322	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Grocery/Food Stores (excl. convenience stores)	4451, 4452	-	-	-	-	-	-	-	C	-	P	P	P	-	P	-	-		
Heavy Truck, RV, and Semi-Trailer Leasing ⁽¹⁾		-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P		
Hobby, Toy & Game Stores	45112	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Hotel, Motels & Extended Stay Lodging Facilities	72111	-	-	-	-	-	-	-	-	-	P	-	P	-	P	-	-		
Ice Vending Operations		-	-	-	-	-	-	-	-	-	-	-	P/S	-	-	P/S	P/S		
Jewelry, Luggage and Leather Goods	4483	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Lawn & Garden Supply (with outdoor storage) (§ 11.1)	4442	-	-	-	-	-	-	-	-	-	-	-	P/S	-	P/S	P/S	-		
Lawn & Garden Supply (with no outdoor storage)	4442	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Liquor Sales (ABC stores)	4453	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-		
LP Gas & Heating Oil Dealers	45431	-	-	-	-	-	-	-	-	-	-	-	P	-	P	P	-		
Manufactured Home Sales (§ 5.23)	45393	-	-	-	-	-	-	-	-	-	-	-	P/S	-	-	-	-		
Micro-brewery (less than 5,000 sq. ft.)		-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Miniature Golf course	713990	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Mini-warehousing/Self-storage Leasing (§ 5.15) ⁽¹⁾⁽²⁾	53113	-	-	-	-	-	-	-	-	-	-	-	C/S	-	-	C/S	C/S		
Motion Picture Theaters (excl. drive-in)	512131	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-		
Motion Picture Theaters, drive-in	512132	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-		
Motorcycle, Boat & RV Dealers, New & Used	4412	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-		
Musical Instrument & Supplies	45114	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Nurseries	44422	P	-	-	-	-	-	-	-	-	C	P	P	-	P	-	-		
Office Supplies & Stationery Stores	45321	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Parking Lots & Structures, Commercial		-	-	-	-	-	-	-	-	-	P	P	P	-	P	P	P		
Pawnshops (subject to NCGS, Chapter 91A)	522298	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-		
Pet & Pet Supply Stores	45391	-	-	-	-	-	-	-	-	-	P	P	P	-	P	-	-		
Pharmacies, Health & Personal Care Stores	446	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Photography Studios	54192	-	-	-	-	-	-	-	P	-	P	P	P	-	P	-	-		
Pool Halls/Billiard Parlors ⁽²⁾	713990	-	-	-	-	-	-	-	-	-	-	-	C	-	-	-	-		

Page 4 of 8

5.31. ELECTRONIC GAMING OPERATIONS

5.31.1. APPLICABILITY.

The provisions of this Section shall apply to any Electronic Gaming Operation establishment as defined in ~~herein~~ Appendix A and allowed in Table 4.6-1 (see Article 4) subject to the provisions below.

~~**5.31.1.2 Definition. Electronic Gaming Operations.** Any business enterprise, whether as a principal or an accessory use, where persons utilize electronic devices, including, but not limited to computers and gaming terminals, to conduct games of chance, including sweepstakes, and where cash, merchandise, or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. This term includes, but is not limited to internet sweepstakes, internet sweepstakes, internet sweepstakes café, video sweepstakes, or cybercafés, which have a finite pool of winners. This does not include any lottery endorsed by the State of North Carolina.~~

5.31.2 APPROVAL CRITERIA.

A Conditional Use Permit, granted by the Board of Adjustment, is required for any Electronic Gaming Operation in accordance with the procedures of Section 3.5 of this ordinance. Any application for an Electronic Gaming Operation shall, at a minimum, comply with the requirements below.

5.31.1.2.1 Location.

5.31.2.1.1 Any establishment offering services under this section shall be located in a C-2 Zoning District.

5.31.2.1.2 Electronic gaming devices are allowed as an accessory use to the extent that the use functions are a use accessory, incidental, and subordinate in area, extent, and purpose to the principal use of the premises.

5.31.2.1.3 No establishment offering services under this section shall be located any closer than 200 **500** feet in any direction from any tax parcel having a current tax exempt designation from the county in which it is located. A survey may be required to verify compliance with this provision.

5.31.2.1.4 All measurements used in the enforcement of this Section shall be from the outer building walls containing the proposed use to the nearest property line of the tax parcel specified in Section 5.31.2.1.3. Such measurement shall be in a straight line without regard to intervening structures.

5.31.1.2.2 Landscaping and Buffering

Landscaping and buffering Standards for Electronic Gaming Operations shall meet the requirements of Article 7, Landscaping and Buffering Standards.

5.31.2.3 Signage.

5.31.2.3.1 Signs for Electronic Gaming Establishments shall meet the requirements of the Sign Regulations (Article 12) and the requirements set forth below.

5.31.2.3.2 No neon or other effects which simulate the appearance of neon, nor any flashing, chasing, undulating, or other variable lighting effects shall be used in connection with any use hereunder where such lighting effect would be visible from the exterior of the establishment.

5.31.2.3.3 No signs shall be posted on the windows of the property which are visible from the exterior of the establishment.

5.31.2.4 Supplemental Requirements

5.31.2.4.1 In addition to the foregoing requirements and those other requirements of general applicability found elsewhere in this Ordinance, the following supplemental requirements shall also apply to uses under this section.

5.31.2.4.2 At least one parking space shall be designated for each on-duty employee and **one parking space for** every 2 electronic gaming terminals/computers/devices/gaming stations in the establishment. Designated parking spaces shall not include parking spaces allocated to other businesses within a combined development. In instances where the electronic gaming establishments is considered an accessory use, spaces allocated for the principal use may not be used to meet the requirements of this section.

5.31.2.4.3 Electronic Gaming Operations operating as a principal use, shall require all public parking be paved with asphalt or concrete,

5.31.2.4.4 Each establishment permitted under this section shall post a permanent weatherproof and reasonably visible placard in English and Spanish within two (2) feet of each entryway into the establishment.

5.31.2.4.5 No establishment offering the uses under this section shall be allowed within the following setback:

5.31.2.4.6 A two-hundred foot (200') setback is hereby established along each side of the gateway corridors listed below. The setback shall be measured perpendicular to the existing road right-of-way ~~and shall extend one mile from the city limits line~~. For purposes of this section, a major gateway is identified as an entry way into the city limits alone any of the following transportation corridors: NC-3, NC-73, Hwy 29, Kannapolis Parkway, Lane Street, C Street, **Ridge Avenue, Rogers Lake Road** or Main Street.

ADOPTED this the 25th day of September, 2017.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

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

A. Action Requested by City Council

G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters (Mayor Pro tem Wilson)

ADJOURN

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

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
September 25, 2017
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk+
TITLE: October Meeting Schedule

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

ATTACHMENTS:

File Name

No Attachments Available