



**KANNAPOLIS CITY COUNCIL  
MEETING AGENDA  
Kannapolis City Hall  
401 Laureate Way, Kannapolis NC  
May 14, 2018  
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**

**FIRST READING**

1. Text amendment to Section 4.16.6 of the Unified Development Ordinance to allow for the transfer of impervious development rights within a Watershed Protection Overlay District (Zac Gordon)

**PROCLAMATIONS**

1. Memorial Day
2. National Police Week and Peace Officers Memorial Day

**APPROVAL/CORRECTION OF MINUTES**

1. March 08, 2018 Continued Meeting Minutes
2. March 10, 2018 Continued Meeting Minutes
3. April 09, 2018 Regular Meeting Minutes
4. April 23, 2018 Regular Meeting Minutes
5. Closed Session Minutes March 10, 2018
6. Closed Session Minutes April 09, 2018
7. Closed Session Minutes April 23, 2018

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

1. Resolution Authorizing Assignment of Easements and Deed to City of Concord (Wilmer Melton and Wally Safrit)
2. Resolution authorizing the City of Kannapolis to engage in electronic payments (Eric Davis)
3. Request 25 MPH Speed Limit Modification of Pendleton Drive (Wilmer Melton)

## **BUSINESS AGENDA**

- A. **NCDOT Reimbursement Agreement - Train Station Improvements; Approve Reimbursement Resolution and Budget Ordinance Amendment** (Irene Sacks and Annette Privette Keller)
- B. **Request to consider withdrawal from dedication a portion of R-O-W known as Macedonia Church Road and establish the Public Hearing date.** (Wilmer Melton)

## **CITY MANAGER REPORT**

## **CITY COUNCIL COMMENTS**

## **CLOSED SESSION**

**GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area** (Mayor Pro tem Berry)

## **MOTION TO ADJOURN**

## **UPCOMING SCHEDULE**

May 28 - Meeting Cancelled Memorial Day  
May 29 - Regular Meeting

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](mailto:tcline@kannapolisnc.gov) or 704-920-4302 at least forty-eight (48) hours prior to the meeting.



**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Zachary D. Gordon, AICP, Planning Director  
**TITLE:** Text Amendment: TA-2018-04 Watershed Landbanking

**A. Action Requested by City Council**

**First reading of TA-21018-04 (no action required).**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

Planning staff was approached by a developer of a parcel at the southeast corner of Lane Street and China Grove Road. The property is located in the Lake Fisher Critical Area which limits maximum built-upon area to 24% of the site area. The developer asked if the City would allow them to purchase another property in the watershed and count both pieces together as a paired parcel. The additional parcel would allow a for the built upon area to be allocated to development on the first parcel, while the 24% built-upon limit would still apply, the additional parcel would allow for greater coverage on the parcel to be developed. The parcel which transferred the density would be held in conservation for perpetuity, thereby preventing any development to occur. Staff researched this request and determined the UDO did not have any provision to allow this. Further research found that N.C.G.S. § 143-214.5. allowed for this transfer through a process called density averaging.

The proposed amendment was drafted after reviewing state law as well as reviewing ordinances from Huntersville, Dunn, and Harnett County. The proposed amendment would allow for density averaging after the review of the Watershed Review Board (Planning & Zoning Commission) and the issuance of a Density Averaging Certificate. The parcel that is transferring their allowed density to another parcel would be protected from future development via recorded plat, owner's covenants, and recorded deed. The conservation would be irrevocable. Staff believes this amendment is in compliance with State law and will provide for orderly and distributed development in the watersheds.

**D. Fiscal Considerations**

None

**E. Policy Issues**

See attachment with proposed text amendments to the UDO

**F. Legal Issues**

None

**G. Alternative Courses of Action and Recommendation**

First reading of proposed TA-2018-04. A public hearing will be held at the May 29th City Council Meeting for Council's consideration.

**ATTACHMENTS:****File Name**

- ☐ Application\_for\_Text\_Amendment.pdf
- ☐ TA\_2018-04\_Text\_Amendment.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	<input checked="" type="checkbox"/>	Zoning Map Amendment	_____
Appeal	_____	Conditional Zoning Map Amendment	_____

Applicant: Zachary D. Gordon, AICP - Planning Director Owner: \_\_\_\_\_

Address: 401 Laureate Way Address: \_\_\_\_\_

Kannapolis, NC 28081

Telephone: 704-920-4355 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

Applicant Name (Print)

Property Owner Name (Print)

[Signature]

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, AICP, hereby make application for an amendment to the following section(s) of the Unified Development Ordinance:

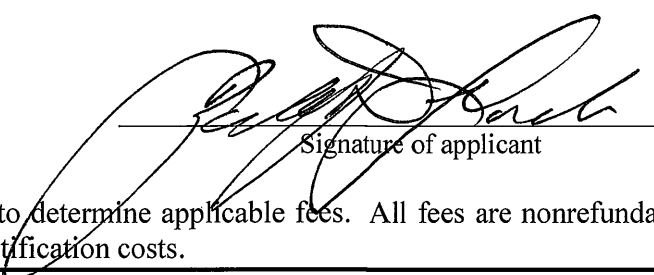
Section 4.16.6

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

See Attached Staff Report

State your reasons for amending the text of the Ordinance:

See Attached Staff Report

  
\_\_\_\_\_  
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.

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**STAFF USE ONLY**

Scheduled Planning Commission meeting date: \_\_\_\_\_

Dates advertised in newspaper: \_\_\_\_\_ and \_\_\_\_\_

**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: \_\_\_\_\_

**4.16.6.1. Density Averaging.** When all of the following conditions are met, two noncontiguous lots, neither of which is publicly held land may be treated in tandem for compliance with the Maximum Development Intensity of Table 4.16-3. Publicly held land include but are not limited to dedicated drainage and open space, parkland, or other land obtained for watershed protection or otherwise protected from development.

**4.16.6.1.1.** Parcel pairs being submitted for approval under this Section shall be submitted for approval as a single proposal and must be within the zoning jurisdiction of the City of Kannapolis.

**4.16.6.1.2.** The Maximum Development Intensity of the paired parcel averaged-density development, shall not exceed the development intensity that would be permitted if the parcels were developed separately. The paired parcels shall be located within the same watershed and classification (Critical Area, Protected Area, or Balance of Watershed).

**4.16.6.1.3.** The paired parcels may include or be developed for residential or non-residential purposed.

**4.16.6.1.4.** Buffers shall at least meet the appropriate minimum City of Kannapolis water supply watershed protection requirements.

**4.16.6.1.5.** The portion of the parcel(s) which is not developed as part of the paired parcel, but that is being averaged in the land being evaluated to meet the maximum development intensity, shall remain in an undisturbed vegetated or natural state and placed in permanent conservation through a metes and bounds description on a recorded plat, as well on owner's covenants and individual deed which shall be irrevocable. It shall be noted on the plat that the City shall reserve the right to make periodic inspections to ensure compliance.

**4.16.6.1.6.** A Density Averaging Certificate (DAC) shall be obtained from the Watershed Review Board to ensure that both parcels considered together meet the standards of the ordinance and that potential owners have record of how the watershed regulations were applied to the paired parcels. Only the owner(s) of both of the paired parcels may submit the application for the DAC. A site plan for both of the parcels showing the built-upon area as well as the protected area, shall be submitted and approved as part of the DAC. If the DAC is granted, no change in

the approved plan shall be made unless the DAC is amended by the Watershed Review Board. Upon issuance of a DAC, one copy shall be forwarded to the North Carolina Department of Environmental Quality (NC DEQ). Included with the DAC will be the approved plan, recorded plats for both properties, a description of both properties, and documentation reflecting the development restrictions to the paired parcels.

**4.16.6.1.7.** The area to remain undeveloped shall be recorded in the deed for the parcel to which it applies. The DAC shall be recorded in the deed for each of the parcel in the parcel pair. Both the undeveloped area and the DAC shall be noted on the plat that applies to each parcel.

**4.16.6.1.8.** Paired parcel averaged-density developments that meet the low-density option development requirements shall transport stormwater runoff from the development by vegetated conveyances to the maximum extent practicable.

**4.16.6.1.9.** No parcel for which a watershed variance has been granted, or would be required, may be included as part of a parcel pair.

**4.16.6.1.10.** The Watershed Review Board shall make written findings supported by appropriate calculations and documentation that the paired parcel averaged-density development plan as a whole conforms to the intent and requirements of this Article and Section, and that the proposed agreement assures protection of the public interest.

**4.16.6.1.11.** Compliance with the above criteria shall be evidence that the parcel pair is consistent with the orderly and planned distribution of development throughout the watershed.





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

**MEMORIAL DAY**

**WHEREAS**, Memorial Day is a patriotic holiday in the United States when Americans celebrate the remembrance of the brave service women and men who served and are presently serving in the Army, Navy, Marine Corps, Coast Guard and Armed Forces, and

**WHEREAS**, soldiers, sailors and airmen based in North Carolina and the North Carolina National Guard are among the United Forces serving with distinction in Iraq and Afghanistan, and

**WHEREAS**, Memorial Day offers each of us the opportunity to honor loved ones and remind ourselves of the ideals that are the foundation of the freedoms we enjoy and endure because of dedication and sacrifice of those who answered the nation's call and gave their lives for their country.

**NOW, THEREFORE, I, MILTON D. HINNANT**, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor, do hereby proclaim Monday, May 28, 2018 as:

**"MEMORIAL DAY"**

in the City of Kannapolis and urge all Citizens to join me in honoring the men and women who died at service to our nation in war to preserve our freedom, and honor those families who endured the sorrow of a loved one making the ultimate sacrifice on behalf of the United States of America.



**IN WITNESS THEREFORE**, I have set my hand and caused the Great Seal of the City of Kannapolis be affixed this 14th day of May 2018.

Milton D. Hinnant



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

***NATIONAL POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY***

**WHEREAS**, in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice; and

**WHEREAS**, communities across the United States will come together to mark the week of May 13 through May 19, 2018 as the Annual Police Week Memorial Observance to honor and remember those law enforcement officers who made the ultimate sacrifice, as well as the family members, friends and fellow officers they left behind; and

**WHEREAS**, each year a group of Kannapolis Police officers join other officers from across North Carolina participating in the Bike2DC ride. Last year, the Kannapolis Police Department had six representatives among over 90 riders who biked 500 miles from Charlotte to the National Law Enforcement Officers Memorial in Washington, DC in four days, and

**WHEREAS**, the Kannapolis officers will ride in honor of our own Officer Roger Dale Carter who was killed in the line of duty on December 31, 1993. The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial 30th Annual Candlelight Vigil, on the evening of May 13, 2018; and

**WHEREAS**, in tribute to American Law Enforcement Officers and at the request of the National Law Enforcement Officers Memorial Fund, Public Law 103-322 designates Tuesday, May 15, 2018 as ***National Peace Officers Memorial Day*** in honor of all fallen officers and their families and United States flags should be flown at half-staff.

**NOW, THEREFORE, BE IT RESOLVED** that the Kannapolis City Council formally designates ***May 13-19, 2018, as Police Week in the City of Kannapolis*** in honor of officers who have fallen in the line of duty, and recognize the sacrifices made by the families of those officers and the families of those who continue to protect and serve our communities.



**IN WITNESS THEREFORE**, I have  
set my hand and caused the Great Seal  
of the City of Kannapolis to be affixed  
this 14th day of May, 2018.

*Milton D. Hinnant*

**CITY OF KANNAPOLIS  
COUNCIL MEETING MINUTES  
March 08, 2018**

A continued meeting from the March 02, 2018 meeting of the City Council of the City of Kannapolis, North Carolina was held on Thursday, March 08, 2018 at 4:00 p.m., at the Kannapolis City Hall Council Chambers located at 401 Laureate Way, Kannapolis, NC.

**CITY COUNCIL MEMBERS PRESENT**

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault  
Roger Haas  
Van Rowell  
Diane Berry  
Doug Wilson  
Tom Kincaid

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit, II

Staff Present: Tony Eury Tina Cline  
Gary Mills Ernie Hiers  
Trent Marlow Wilmer Melton  
Eric Davis Irene Sacks  
J.W. Chavis Zac Gordon  
Jason May Annette Privette Keller

Visitors Present: None

**CALL TO ORDER AND WELCOME:**

Mayor Hinnant reconvened the meeting continued from March 02, 2018.

The Retreat will focus on the General Fund and Downtown Fund only with discussion of Water and Sewer, Transit, Environmental and Storm water funds only as they relate to the General and Downtown funds.

**Proposed Retreat Goals:**

- Maintain our progress and keep enthusiasm high.

- Establish City Council priorities for the next seven years with a Financial Plan to achieve these priorities.
- Eliminate “random.” With all that is occurring in our City we need to have a very deliberate, well defined plan based on sound financial principles coupled with City Council’s vision. New ideas for initiatives and projects from councilmembers, staff, citizens, and community leaders absolutely need to be added to an ongoing list of topics to discuss; however these ideas should not find their way into the City’s work program or budgets outside of the process outlined in this overview.
- Forge a pathway to make sure the major downtown revitalization project works financially (especially in the next few years). There is no doubt that the downtown effort, as currently defined, is going to drive much of the decision making for the next few years.
- Define what the staff (and by extension City Council) work program should look like for the next seven years. This will involve spending the next few years planning for the next 20 (by prioritizing future initiatives).
- Ensure that operations and service delivery do not suffer (at a minimum: maintain what we are doing – especially in the next few years).

In preparation of the retreat, Council was provided in advance two ranking packages, one for Major Capital Projects and Initiatives and one for Projects and Initiatives Needing Further Study. Council was asked to prioritize each project/initiative on both lists through a ranking process. The projects and initiatives on both lists have been separated into six categories each (but different categories for each list). Council was asked to return the packets to the City Manager no later than March 7. This exercise was a prelude to the Retreat resulting in “seeding” for the tournament (ranking 1 through 46 Projects Needing Further Study and 48 for the Major Capital Projects and Initiatives.

The Retreat will be conducted in an NCAA/NIT Basketball Tournament Theme. City Council will be essentially serving as the Tournament Selection Committee. Projects and Initiatives are “Teams” and the various Categories where they reside are “Conferences.”

CIP Topic List:

Active Parks  
Community Image & Engagement  
Passive Parks  
Pedestrian Mobility  
Public Services & Facilities  
Transportation Enhancement

Active Parks:

Archery Facility  
Community Center  
Middle School Tennis Court Lights  
Par 3 Golf Course  
Skateboard Park  
Westside Park  
Youth Athletics Initiatives

1       Community Image & Engagement:

2           Cannon Mills Office Cupola Reuse Project  
3           Enhance Summer Concert Series  
4           Information Kiosk  
5           Kannapolis Parkway Street Lighting  
6           Lane Street Planted Medians  
7           Video Production – Televised Meetings  
8

9       Passive Parks:

10          Bakers Creek Park Improvements  
11          Development Pond Property at City Hal  
12          Dog Park  
13          Eastside Park  
14          NCRC Greenspace  
15          Vietnam Veterans Park  
16          Village Park Phase IV  
17

18      Pedestrian Mobility:

19          Bethpage Road Sidewalk  
20          Bike Share Stations  
21          Irish Buffalo Creek Greenway Phase II  
22          Lane Street Sidewalk  
23          Little Texas Road Sidewalk  
24          North Bakers Branch Greenway  
25          Pine Street Sidewalk  
26          Rocky River Greenway  
27          Woodrow Wilson Sidewalk Phase I  
28          Woodrow Wilson Sidewalk Phase II  
29

30      Public Services & Facilities:

31          Additional Bus Shelters  
32          City Hall Shell Space  
33          Downtown Parking Program  
34          Employee Recruitment-Retention Plan  
35          Fire Station #1 Remodel  
36          Fire Station #4 Replacement  
37          Metal Detectors at City Hall Entrance  
38          New Business Park  
39          Parking Deck  
40          Western Cabarrus Fire Protection  
41

42      Transportation Enhancement:

43          Cannon & Dale Earnhardt Blvd Improvements  
44          Harding Avenue Street Improvements  
45          Loop Road  
46          Pennsylvania Avenue

1 Spruce Street Connection  
2 Ruth Avenue Roundabout & Sidewalk  
3 Roxie Street  
4

5 Further Study Topic List:

6 Community Image & Engagement  
7 Conservation of Natural Assets  
8 Downtown Revitalization  
9 Economic Development-Plans  
10 Economic Development-Strategies & Programs  
11 Growth Management  
12

13 Community Image & Engagement:

14 Cannon Family Memorial  
15 Community Appearance & Code Enforcement  
16 Health Food Access Strategy  
17 Homeless Shelter Strategy  
18 Mill Village Preservation  
19 Neighborhood Engagement Program  
20 Police Community Relations Enhancement Strategy  
21 Police Volunteers  
22 Public Art at City Hall  
23 Youth Development Strategy  
24

25 Conservation of Natural Assets:

26 Electric Vehicle Charging & Car Share  
27 Converting City Fleet to Electric Vehicles  
28 Low Impact Development  
29 Open Space Acquisition Strategy  
30 Solar Power  
31

32 Downtown Revitalization:

33 First Street Rail Crossing  
34 Downtown MSD  
35 Downtown Retail Strategy  
36 Farmers Market  
37 Gem Theatre Long Term Plan  
38 Public Art Downtown  
39 Rail Trail  
40

41 Economic Development-Plans:

42 Cannon Blvd Corridor Plan  
43 Current Stadium Redevelopment  
44 NC 3 Kannapolis Parkway Small Area Plan  
45 North Main Street Small Area Plan  
46 Revised NCRC Master Plan

1 South Main Street Corridor Plan  
2 Technology Medical Corridor Master Plan  
3 Wyrick Property Redevelopment  
4

5 Economic Development-Strategies & Programs:

6 Active Seniors Housing Strategy  
7 Incubator Small Business Support Strategy  
8 Kannapolis City Schools Performance  
9 Museum Strategy  
10 NCRC Organization Structure  
11 Speculative Industrial Building Program  
12 Underutilized Properties Plan  
13 Workforce Development  
14

15 Growth Management:

16 Development Fiscal Impact Model  
17 East of I-85 Small Area Plan  
18 Incentive Plan for Targeted Growth Areas  
19 Interlocal Growth Management Agreements  
20 Kannapolis Lake Growth Area Plan  
21 Local Comprehensive Transportation  
22 South Rowan Annexation Strategy  
23 Western Kannapolis Growth Plan  
24

25 For both lists, a tournament bracket will be established with the top 13 “seeds” for each list that  
26 were established by City Council during the Pre-Retreat ranking process. In addition to the top  
27 13, each councilmember will be asked to add one additional project of their choice to the list.  
28 These last 7 projects will be added to the list in random order (14-20) for 20 total seeds. From  
29 there, the bottom 8 seeds will “play” each other in a play-in round to get to 16 projects. Using a  
30 preference “clicker” program, individual Councilmembers will pick one of two projects/initiatives  
31 they prefer to see move forward in a head-to-head “game.” After the play in round, the real  
32 tournament starts (the 1 seed will play the 16 seed, 2 versus 15, etc.). That will continue until we  
33 have a winner and a “new” top 20 for both lists. Before each first round game, Staff will give a 1-  
34 2 minute overview of each project/initiative and answer any questions councilmembers may have  
35 before the “game” begins. We fully expect that there will be a wide range of time that this question  
36 and answer period might take – Staff believes this is a good time for any “championing” to be  
37 done for those projects that individual councilmembers may feel strongly about (for or against).  
38 Accordingly, this discussion time could take longer than expected. However the subsequent  
39 rounds should go fairly fast. In the end, the clicker preference picks will decide if the individual  
40 project proceeds through the process. After we conclude the CIP/Major Projects (NCAA)  
41 Tournament we will break for dinner and, afterwards, do the same exercise for the second  
42 tournament (the Projects/Initiatives Needing Further Study; the “NIT”)  
43

44 Key Staff will make a 2-3 minute presentation on those projects that make it into the “tournament”.  
45 The “seeding” of the “tournament” is as follows: Capital Projects/Major Initiatives:  
46

<b>1</b>	<b>Cannon &amp; Dale Earnhardt Blvd Improvements</b>
<b>2</b>	<b>Youth Athletics Initiatives</b>
<b>3</b>	<b>Westside Park</b>
<b>4</b>	<b>Eastside Park</b>
<b>5</b>	<b>Little Texas Road Sidewalk</b>
<b>6</b>	<b>Employee Recruitment/Retention Plan</b>
<b>7</b>	<b>Roxie Street Improvements</b>
<b>8</b>	<b>Litter Clean Up Program</b>
<b>9</b>	<b>Harding Avenue Street Improvements</b>
<b>10</b>	<b>Enhance Summer Concert Series</b>
<b>11</b>	<b>Bakers Creek Park Improvements</b>
<b>12</b>	<b>Parking Deck</b>
<b>13</b>	Cannon Mills Office Cupola Reuse Project
<b>14</b>	Community Center
<b>15</b>	Irish Buffalo Creek Greenway Phase II
<b>16</b>	Bethpage Road Sidewalk
<b>17</b>	Kannapolis Parkway Street Lighting/Landscaping
<b>18</b>	Pond Property at City Hall
<b>19</b>	Information Kiosks
<b>20</b>	Village Park Phase 4
<b>21</b>	AL Brown/Middle School Tennis Court Lights
<b>22</b>	Dog Park
<b>23</b>	Fire Station #1 Remodel
<b>24</b>	Ruth Avenue Sidewalk
<b>25</b>	Downtown Parking Program
<b>26</b>	Bike Share Stations



27	NCRC Greenspace
28	Pennsylvania Avenue Improvements
29	Video Production - Televised Meetings
30	Fire Station #4 Replacement
31	Skateboard Park
32	Archery Facility
33	Woodrow Wilson Sidewalk Phase I
34	Vietnam Veterans Park Operations
35	Lane Street Planted Medians
36	Par 3 Golf Course
37	Loop Road Diet
38	Rocky River Greenway
39	Spruce Street Connection
40	Additional Bus Shelters
41	City Hall Shell Space
42	Pine Street Sidewalk
43	Metal Detectors at City Hall Entrance
44	New Business Park
45	Woodrow Wilson Sidewalk Phase II
46	Western Cabarrus Fire Protection
47	Lane Street Sidewalk
48	North Bakers Branch Greenway

The “seeding” of the “tournament” is as follows: Further Study Plan/Initiatives

1	<b>Gem Theatre Long Term Plan</b>
2	<b>Cannon Blvd Corridor Plan</b>
3	<b>Kannapolis City Schools Performance</b>
4	<b>Downtown Municipal Service District</b>
5	<b>Current Stadium Redevelopment</b>
6	<b>Downtown Retail Strategy</b>

7	1st Street Rail Crossing
8	Community Appearance and Code Enforcement
9	NC 3 Kannapolis Parkway Small Area Plan
10	Open Space Acquisition Strategy
11	South Main Street Corridor Plan
12	Farmers Market
13	Active Seniors Housing Strategy
14	Police Community Relations Enhancement Strategy
15	Homeless Shelter Strategy
16	Incentive Plan for Targeted Growth Areas
17	Cannon Family Memorial
18	North Main Street Small Area Plan
19	Youth Development Strategy
20	Solar Power
21	Revised NCRC Master Plan
22	Western Kannapolis Growth Plan
23	Rail Trail
24	Public Art Downtown
25	Wyrick Property Redevelopment
26	Mill Village Preservation
27	Technology Medical Corridor Master Plan
28	East of I-85 Small Area Plan
29	Development Fiscal Impact Model
30	Workforce Development
31	Police Volunteers
32	Neighborhood Engagement Program
33	Underutilized Properties Plan
34	Museum Strategy
35	Interlocal Growth Management Agreements
36	Local Comprehensive Transportation Plan
37	Converting City Fleet to Electric Vehicles
38	Low Impact Development
39	South Rowan Annexation Strategy
40	Healthy Food Access Strategy
41	Electric Vehicles Charging and Car Share
42	Incubator Small Business Support Strategy
43	NCRC Organization Structure
44	Kannapolis Lake Growth Area Plan
45	Public Art at City Hall
46	Speculative Industrial Building Program

Mr. Legg noted that tomorrow, Staff will take several pieces of information, including the results from these two tournaments to develop a recommended 7-year Financial Plan. This Plan will have

1 a “base budget” that includes Staff recommendations for personnel and operating capital. On  
2 Saturday, the Retreat will continue on Saturday, beginning at 8:00AM, 3<sup>rd</sup> floor Emergency  
3 Operations Center. Staff will again present the final rankings for the two lists based upon the  
4 tournament exercise results from tonight. Staff will also present the recommended 7-Year  
5 Financial Plan with a lot of background discussion.  
6

7 There will be opportunities on Saturday for City Council to adjust the Plan to add more operating  
8 capital and/or personnel or even shift some of the results from tonight. But it is important to note  
9 two things: 1) a majority of Council will need to agree to make a change, and 2) any change needs  
10 to have a recommended corresponding change to the expenditure or revenue side of the  
11 recommended Financial Plan (staff will assist in that discussion if necessary).  
12

13 Staff will not ask City Council to adopt the new plan until April to give Council Members a chance  
14 to review the final results more thoroughly (and to give staff the opportunity to check and double  
15 check the final Plan). If a majority of City Council is comfortable with the Staff recommended  
16 plan and want to make no changes - this may be a short session on Saturday. However it could  
17 evolve into a lot of ideas and options being placed on the table for discussion. Saturday is the  
18 opportunity for more subjective decision making (with the understanding that every change must  
19 have a financial solution tied to it).  
20

21 Once adopted, it is Staff’s recommendation that City Council revisits the adopted Plan every two  
22 years (after each City election – regardless of any changes) and not any more frequently. The  
23 exception to this would be if there are substantial issues that emerge which mandate that we rethink  
24 the Plan (e.g., economy shift, natural disaster, major economic opportunity with a short window).  
25 At those two-year intervals, changing conditions will be addressed (new revenue streams, adding  
26 a new 7<sup>th</sup> year to the plan, hearing the results – and recommendations of City Council-endorsed  
27 studies and plans, etc.).  
28

29 There being no further business, Council Member Dayvault made a motion to continue the meeting  
30 to Saturday, March 10, 2018, 8:00 AM in the City Hall Emergency Operations Center, third floor  
31 located at 401 Laureate Way, Kannapolis. Motion was seconded by Council Member Wilson and  
32 approved by unanimous vote.  
33

34 The meeting recessed at 8:20 PM on Thursday, March 8, 2018.  
35  
36  
37  
38  
39

40 \_\_\_\_\_  
Milton D. Hinnant, Mayor

41  
42  
43 \_\_\_\_\_  
44 Bridgette Bell, MMC, NCCMC  
45 City Clerk

**CITY OF KANNAPOLIS  
COUNCIL MEETING MINUTES  
March 10, 2018**

A continued meeting from the March 08, 2018 meeting of the City Council of the City of Kannapolis, North Carolina was held on Saturday, March 08, 2018 at 8:00 AM at the Kannapolis City Hall Executive Conference Room, 2<sup>nd</sup> Floor located at 401 Laureate Way, Kannapolis, NC.

**CITY COUNCIL MEMBERS PRESENT**

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault  
Roger Haas  
Van Rowell  
Diane Berry  
Doug Wilson  
Tom Kincaid

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Clerk: Bridgette Bell

City Attorney: Walter M. Safrit, II

Staff Present:	Tony Eury	Tina Cline
	Gary Mills	Ernie Hiers
	Trent Marlow	Wilmer Melton
	Eric Davis	Irene Sacks
	J.W. Chavis	Zac Gordon
	Jason May	Annette Privette Keller

Visitors Present: None

**CALL TO ORDER AND WELCOME:**

Mayor Hinnant reconvened the meeting continued from March 08, 2018. The location of the meeting was moved from the Emergency Operations Center located on the third floor to the Executive Conference Room, second floor.

Staff will not ask City Council to adopt the new plan until April to give Council Members a chance to review the final results more thoroughly (and to give staff the opportunity to check and double check the final Plan). Once adopted, it is Staff's recommendation that City Council revisits the adopted Plan every two years (after each City election – regardless of any changes) and not any

1 more frequently. The exception to this would be if there are substantial issues that emerge which  
2 mandate that we rethink the Plan (e.g., economy shift, natural disaster, major economic  
3 opportunity with a short window). At those two-year intervals, changing conditions will be  
4 addressed (new revenue streams, adding a new 7<sup>th</sup> year to the plan, hearing the results – and  
5 recommendations of City Council-endorsed studies and plans, etc.).

6 Council Member Dayvault made a motion to go into closed session pursuant to G.S. 143.318.11 (a) (3) for  
7 consulting with an attorney in order to preserve the attorney-client privilege and G.S. 143.318.11 (a) (4)  
8 for discussing matters relating to the location or expansion of industries or businesses in the area

9 City Attorney Safrit stated the purpose of this portion of the closed session is to advise Council on  
10 contractual matters and ascertain direction on pending contracts related to the proposed Sports and  
11 Entertainment Venue.

12 Council went into closed session at 8:20 AM. Staff was excused with the exception of the City  
13 Manager, City Attorney, Deputy City Manager and City Clerk.

14 Council Member Dayvault made a motion to come out of closed session. Motion was seconded by  
15 Council Member Wilson and approved by unanimous vote. Council resumed regular session at  
16 8:55 AM.

17 Finance Director Eric Davis provided an overview of the financial policies, fund balance/cash  
18 reserves, debt management – debt vs cash (pay-go) and how the Standard & Poor's ratings can  
19 impact the City's borrowing power. Over the last twenty years, the City has improved over their  
20 ratings from a BBB+ to AA- (Copy included as Exhibit A)

21  
22 Historically revenues in all funds has grown over the past eight years from \$43,101,586 in FY2010  
23 to \$68,125,000 in FY 2018. The property tax growth shows a gradual uphill climb from  
24 \$17,562,960 in FY 2010 to over \$25,000,000 for the current fiscal year. Sales tax growth has also  
25 steadily climbed from \$5,308,859 in FY2010 to over \$9,100,000 currently. The projected revenue  
26 for all funds projected through FY2025 is anticipated to increase almost double in size, up from  
27 \$17,562,960 to \$35,789,617.

28  
29 Nineteen current and proposed residential projects with approximately 3,334 lots times \$200,000  
30 value equals \$4.2 million in new property tax revenues. Sales tax revenue projections from  
31 FY2018 \$5,308,859 to \$14,226,919 for FY 2026. Mr. Davis also reviewed the General Fund-Fund  
32 Balance with total expenditures of \$37,773,841, targeted fund balance \$25% to 33%.

33  
34           Total Fund Balance                   \$18,086,312 (47.88%0  
35           Available Fund Balance           \$15,6712,989 (41.49%)  
36           Unassigned Fund Balance       \$ 9,916,782 (26.25%)  
37

38 The Enterprise Fund-Cash Reserves encompasses the funds; Water & Sewer, Stormwater,  
39 Environmental and Downtown. Mr. Davis reviewed the forecasted project fund surpluses/deficits  
40 for the next seven years. Total Debt Service for FY19 includes Village Park Phase 3, Ladder Fire  
41 Truck, Fire Stations #2 & #3, RCCC Relocation to College Station, Downtown Streetscape/Linear  
42 Park, Irish Buffalo Creek Greenway, Phase I, Oakwood Street, Little Texas Road Sidewalk Phase

1 I, the ballpark and LMG Parking Deck. Total Debt Service Additions = \$4.95 Million (budget  
2 impact). Key Operating Expenses include funding for several non-profit organizations, marketing  
3 for the City such as Kannapolis Matters, Special Events mailer, Economic Development Marketing  
4 and IBT Outreach Education. Other operating expenses include regional radio tower upgrades,  
5 Fire and Police Citizens Academies, Kannapolis Parkway/Cannon Blvd Litter pick up and cutting  
6 grass, Jiggy with the Piggy event and NC Music Hall of Fame grant. Other events include the  
7 Kannapolis Christmas Parade, Loop to Loop, Kaleidoscope Arts Festival and other special events.  
8

9 Mr. Legg reviewed the proposed FY 19 through FY 23 Financial Plan. Highlights for FY 19  
10 include \$1,767,000 available capacity for Council Priorities, Personnel and Operating Capital,  
11 \$10,000 First Phase of Enhanced Summer Concert Series, \$573,773 in personal additions,  
12 \$500,000 operating Capital/Rolling Stock, \$240,000 for six Plans & Strategies, Employee  
13 Retention & Recruitment, \$316,000 Downtown Parking Meters and \$162,240 remaining  
14 funds/contingency.  
15

16 FY 20 Proposal includes \$1,219,185 available capacity for Council Priorities, Personnel and  
17 Operating Capital. \$107,000 for additional 1% 401-k match to employee contribution, \$172,000  
18 flex dollar program, \$20,000 Phase II of the Enhanced Summer Concert Series, \$21,000 Bethpage  
19 Road Sidewalks, \$400,000 Operating Capital/Rolling Stock \$250,000 current stadium  
20 redevelopment plan. \$466,400 in Personnel additions with \$54,012 remaining funds/contingency.  
21

22 FY21 Proposal \$1,231,566 Available Capacity for Capital Priorities, Personnel and Operating  
23 Capital, \$107,000 additional 1% 401k match to employee contribution, \$172,000 Flex Dollar  
24 Program, \$50,000 Phase 3 of the Enhanced Summer Concert Series, \$17,500 Roxie Street  
25 improvements, \$320,000 Operating Capital/Rolling Stock, \$49,000 Cannon Blvd/DE Blvd  
26 intersection improvements, \$62,400 Phase II Little Texas Road Sidewalk, \$709,613 Personnel  
27 additions, \$36,800 second half of Career Development Program, \$50,000 Cannon Memorial  
28 Study, \$88,780 remaining fund/contingency.  
29

30 FY22 Proposal \$1,953,979 Available Capacity for Council Priorities, Personnel and Operating  
31 Capital, Village Park Phase 4, Operating Capital/Rolling Stock, Phase 1 for the Eastside and  
32 Westside Parks, Street Litter Clean-up Program, Open Space Acquisition Strategy, First Street  
33 Crossing Plan.  
34

35 FY23 Proposal \$3,331,879 Available Capacity for Council Priorities, Personnel and Operating  
36 Capital, fourth phase of Enhanced Summer Concert Series, Cannon Mills Office Cupola,  
37 Community Center, Kannapolis Parkway Street Lighting, second phase of Street Litter Clean-up  
38 Program, Farmers Market Study, Bakers Creek Improvements, Irish Buffalo Creek Greenway.  
39

40 FY24-26 Revenue Projections: Available Capacity for Council Priorities, Personnel and Operating  
41 Capital. FY2024 \$5,006,107, FY2025 \$7,460,678, FY2026 \$8,990,320.  
42

43 There was general discussion about the YMCA Community Center, Kannapolis School System,  
44 and the Gateway Monument Project that began with NCDOT back in 2016 with landscaping and  
45 a design similar to the Williamsburg architecture used in the downtown core with brick identical  
46 to that used for City Hall. Since Council has reprioritized projects, this is no longer a priority. It

1 was the consensus of Council that Staff send a letter to the NCDOT informing them of Council's  
2 decision to not proceed with the Gateway Monument Project.

3 Mr. Legg conclude that Council will be provided a working study in the next several months  
4 outlining all the topics in the ten year strategy proposal.

5 There being no further business, Mayor Pro tem Berry made a motion to adjourn. Motion was  
6 seconded by Council Member Wilson and approved by unanimous vote.

7  
8 The meeting adjourned at 12:20 PM, Saturday, March 10, 2018.  
9  
10  
11  
12

13  
14 \_\_\_\_\_  
15 Milton D. Hinnant, Mayor  
16  
17

18 \_\_\_\_\_  
19 Bridgette Bell, MMC, NCCMC  
City Clerk

**CITY OF KANNAPOLIS  
COUNCIL MEETING MINUTES  
April 09, 2018**

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, April 09, 2018 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  
Roger Haas  
Van Rowell  
Diane Berry  
Doug Wilson  
Tom Kincaid

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Clerk: Bridgette Bell

Staff Present: Wilmer Melton Irene Sacks  
Trent Marlow David Hancock  
Tony Eury Terry Spry  
Eric Davis Ryan Hvitløk  
Erie Hiers Donie Parker

Visitors Present: Jahmal Pullen Kumar Trivedi  
Steve Helms Mike Reavis  
Daniel Jenkins Phil Tiece  
Randy Tiece Victor Darby  
Katherine Boyd Lon Cable  
Leigh Anne Cable Richard Query  
Jan Query Janille Murray  
Lester Sisk Ron Haithcock  
Danita Rickard Kathy Plummer  
Jan Nixon Bobby Yost  
Doug Tiece Frank Guarino  
Ryan French



1 **CALL TO ORDER AND WELCOME:**

2 Mayor Hinnant called the meeting to order and welcomed those in attendance. A moment of silent  
3 prayer and the Pledge of Allegiance was led by Council Member Haas.  
4

5 **ADOPTION OF AGENDA:**

6 Council Member Wilson made a motion to approve the agenda. Motion was seconded by Council  
7 Member Haas and approved by unanimous vote.  
8

9 **FIRST READING**

10 Text amendment to Article 3, Section 3.7.1 of the Unified Development Ordinance (UDO) amending the  
11 voting requirements for Board of Adjustment (BOA) actions (Zachary D. Gordon, AICP, Planning  
12 Director) (Copy included as Exhibit A)  
13

14 **APPROVAL/CORRECTION OF MINUTES:**

15 Motion was made by Council Member Kincaid to approve the February 12, 2018 meeting Minutes.  
16 Motion was seconded by Council Member Dayvault and approved by unanimous vote.  
17

18 **CONSENT AGENDA - Motion to Adopt Consent Agenda or make revision:**

19 Council Member Dayvault made a motion to approve the Consent Agenda. Motion was seconded  
20 by Mayor Pro tem Berry and approved by unanimous vote.  
21

22 The City of Kannapolis and the North Carolina Department of Transportation Locally Administered  
23 Project Agreement – TIP #C-5603F (Wilmer Melton III, Director of Public Works) (Copy included as  
24 Exhibit B)  
25

26 Lane Street Water Line Replacement Project (Wilmer Melton, III, Director of Public Works) (Copy  
27 included as Exhibit C)  
28

29 RCCC Water Extension, North Cannon Boulevard (Wilmer Melton, III, Director of Public Works)  
30 (Copy included as Exhibit D)  
31

32 **BUSINESS AGENDA**

33 **Update on the Rogers Lake Road Separated Grade Project Y-4810K (Wilmer Melton, III,**  
34 **Director of Public Works) (Copy included as Exhibit E)**

35 In 1996, the City of Kannapolis and the North Carolina Department of Transportation (NCDOT)  
36 executed a traffic separation study of the rail corridors within the City's planning limits which  
37 serves as a master plan concerning rail crossings. As a result of the study, a grade separated  
38 crossing in the vicinity of Rogers Lake Road was recommended. The City of Kannapolis received  
39 \$1,111,500 in funds allocated to NCDOT by the Federal Highway Administration (FHWA) for  
40 preliminary engineering associated with the improvements at the rail crossing at Rogers Lake Road  
41 (SR 1766).  
42

43 The improvements at this location will consist of a grade separated crossing in the vicinity of  
44 Rogers Lake Road where it crosses Norfolk Southern, North Carolina Railroad tracks. The  
45 \$1,111,500 facilitated the design of the Project and placed us in a shovel-ready position for  
46 construction funding. As a result of the City of Kannapolis' effort in securing designated funds for  
47 Preliminary Design, the Project has been placed in an accelerated condition with right-of-way

1 acquisition beginning in the summer of 2018 and construction to begin summer 2019. There are no  
2 fiscal considerations regarding the items that Council will be hearing this evening. However, we will have costs  
3 associated with utility relocation and sidewalk participation for this Project.

4  
5 Mr. Melton introduced Jahmal Pullen and Kumar Trivedi with the NCDOT to make a  
6 presentation. Mr. Pullen explained the three alternate options.

7 **Option 1:**

- 8 • Flat surface is required to allow for movement into and out of roundabout
- 9 • Since roundabout must be flat, it takes longer for new Rogers Lake Rd to get back to  
10 elevation of current Rogers Lake Rd
- 11 • Results in more property impacts along Rogers Lake Rd and Meadow Ave (Approx. 12  
12 additional structures removed)
- 13 • Impacts the stream (Three mile Branch)

14 **Option 2:**

- 15 • No direct access from Rogers Lake Rd south to Meadow Ave
- 16 • Project will include improving Meadow Ave from Rogers Lake Rd to Cook St
- 17 • Removes direct connection from Russell St to Meadow Ave

18 **Option 3: (NCDOT Recommends)**

- 19 • Full access (left and right turns) from Rogers Lake Rd north on Meadow Ave
- 20 • Access from Rogers Lake Rd south on Meadow will be right in/right out only
- 21 • Project will improve Meadow Ave from Rogers Lake Rd to Cook St

22 **Project Schedule:**

23 Summer 2018 – Right of Way process begins  
24 summer 2018 to summer 2019 – Right of Way process and utility relocations  
25 summer 2019 – Select contractor and get contract approved Late Summer/Early Fall –  
26 Begin Construction

27 Concerns were expressed regarding the east connectivity back to Ridge Avenue and encouraged  
28 NCDOT to evaluate other options to provide better access to Ridge Avenue. Council also elected  
29 to allow citizen comment regarding the recommended alternative at the next meeting.

30 **Irish Buffalo Creek Tributary Sewer Trunk Line (Wilmer Melton, III, Director of Public Works)**  
31 **(Copy included as Exhibit F)**

32 The Project consists of the installation of approximately 799 linear feet of 8-inch PVC gravity  
33 sewer, 7,999 linear feet of 12-inch PVC gravity sewer, 1,476 linear feet of 12-inch DIP gravity  
34 sewer, 52 precast concrete manholes, and other miscellaneous items required to construct the  
35 Project along an unnamed tributary of Irish Buffalo Creek between Irish Buffalo Creek near  
36 Rogers Lake Road and Boy Scout Camp Road near Kannapolis Parkway. Sealed bids were  
37 received on Thursday March 22, 2018.

<u>Contractor</u>	<u>Irish Buffalo Creek Tributary Sewer Trunk Line</u>
Herrin Industrial, Inc.	\$2,233,629.45
RH Price, Inc.	\$2,324,098.70
Fuller & Co. Construction	\$2,894,726.79
Dellinger, Inc.	\$3,953,085.40
State Utility Contractors, Inc.	\$4,312,734.80

The Irish Buffalo Creek Tributary Sewer Trunk Line Project is funded through revenue bonds.

Council Member Haas made a motion to approve awarding the Irish Buffalo Creek Tributary Sewer Trunk Line Project to the lowest responsible bidder, Herrin Industrial, Inc., in the amount of \$2,233,629.45 and authorize the City Manager to execute contract. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

**New tenant leases for College Station Shopping Center (Irene Sacks, Director of Economic & Community Development) (Copy included as Exhibit G)**

The City purchased a shopping center on N. Cannon Blvd to house the Rowan-Cabarrus Community College cosmetology facility. Now that renovations for the anchor building are underway, the City engaged a broker to market the remaining commercial spaces to attract new tenants.

Chip Mark with Mark Real Estate Advisors has brought the following new leases to the City for approval:

Five-year lease of 461 N. Cannon Blvd to Marcos Martinez Gonzalez & Paula Beltran for a western wear store.

Five-year lease of 479 N. Cannon Blvd to Marco Sanchez for a party supply store. Mr. Mark has reviewed the tenants' business history and feels these would bring positive traffic to the shopping center.

Council Member Dayvault made a motion to authorize the City Manager to execute leases for 461 N. Cannon Blvd. and for 479 N. Cannon Blvd. Motion was seconded by Council Member Wilson and approved by unanimous vote.

**Voluntary annexation of approximately 29.15 acres on Shiloh Church Road (Property Identification Numbers (PIN): 4672-58-5733, and 4672-49-9371 (Ryan Hvitlök, AICP, Senior Planner) (Copy included as Exhibit H)**

The owners of the subject properties, Brett L. Fowler and Stewart Van Every Fowler, have submitted a petition for the voluntary annexation of approximately 29.15+/- acres located at 3747 Shiloh Church Road and an adjoining unaddressed parcel. The property is currently located in an unincorporated portion of Cabarrus County in an area identified as the "Western Planning Area" of the County's long-range plan. The parcels are vacant and have a Cabarrus County zoning designation of CR - Countryside Residential. This annexation request is being made to facilitate the development of a potential residential subdivision.

1 The petition is for a contiguous annexation as the property is adjacent to the City's existing limits  
2 the west side (See attached Vicinity Map).

3  
4 As is required by the North Carolina General Statutes, an initial City of Kannapolis zoning  
5 designation will be applied to the property by the Planning and Zoning Commission within 60 days  
6 of the effective date of the annexation.

7  
8 The property is located in an unincorporated area of Cabarrus County that is currently zoned CR,  
9 with a 2 acre required minimum lot size. While this property is located outside of the City's  
10 corporate limits, it is within an area designated as "Proposed Kannapolis Growth Area", in an  
11 "Annexation Agreement" between the City of Kannapolis and City of Concord (see attached). The  
12 City is in the process of extending utilities in this area to facilitate future development.

13  
14 According to the City's current long range planning document - Move Kannapolis Forward 2030  
15 Comprehensive Plan, identifies this area as a "Primary Service Area". The Primary Service area is  
16 "land where provision of services is preferred. These are areas to encourage development within  
17 the planning horizon. Annexation is also envisioned as a part of the agreement to provide services."

18  
19 Prior to considering the annexation ordinance, pursuant to NCGS 160A-31, the City Council must  
20 first direct the City Clerk to Investigate an Intent to Annex and certify the sufficiency of the  
21 petition. City Council must also adopt a Resolution of Intent to Annex and set a public hearing  
22 date for consideration of the petition. It is requested that the public hearing date be set for April  
23 23, 2018.

24  
25 Council Member Kincaid made a motion to adopt a Resolution directing the City Clerk to  
26 investigate the sufficiency of annexation petition. Motion was seconded by Member Mayor Pro  
27 tem Berry and approved by unanimous vote.

28  
29 The City Clerk provided a Certificate of Sufficiency.

30  
31 Council Member Haas made a motion to adopt a Resolution of Intent to annex approximately  
32 29.15+/- acres at 3747 Shiloh Church Road and Fix Date of Public Hearing for April 23, 2018.  
33 Motion was seconded by Council Member Dayvault and approved by unanimous vote.

34  
35 **Voluntary annexation of approximately 22.35 acres on Shiloh Church Road (Property**  
36 **Identification Numbers (PIN): 4672-68-3634, 4672-68-0812 (Ryan Hvitløk) AICP, Senior**  
37 **Planner) (Copy included as Exhibit I)**

38 The owners of the subject properties, Joseph and Shannon Howell, have submitted a petition for  
39 the voluntary annexation of approximately 22.35+/- acres located at 3739 and 3749 Shiloh Church  
40 Road. The property is currently located in an unincorporated portion of Cabarrus County in an area  
41 identified as the "Western Planning Area" of the County's long-range plan. The parcels are  
42 predominantly vacant with small outbuildings and have a Cabarrus County zoning designation of  
43 CR - Countryside Residential. This annexation request is being made to facilitate the development  
44 of a potential residential subdivision.

1 The petition is for a noncontiguous annexation as the property is not adjacent to the City's existing limits  
2 (See attached Vicinity Map). As is required by the North Carolina General Statutes, an initial City of  
3 Kannapolis zoning designation will be applied to the property by the Planning and Zoning Commission  
4 within 60 days of the effective date of the annexation.

5  
6 The property is located in an unincorporated area of Cabarrus County that is currently zoned CR, with a 2 acre  
7 required minimum lot size. While this property is located outside of the City's corporate limits, it is within  
8 an area designated as "Proposed Kannapolis Growth Area", in an "Annexation Agreement" between the  
9 City of Kannapolis and City of Concord (see attached). The City is in the process of extending utilities in  
10 this area to facilitate future development. According to the City's current long range planning document -  
11 ***Move Kannapolis Forward 2030 Comprehensive Plan***, identifies this area as a "Primary Service Area".  
12 The Primary Service area is "land where provision of services is preferred. These are areas to encourage  
13 development within the planning horizon. Annexation is also envisioned as a part of the agreement to  
14 provide services."

15  
16 Prior to considering the annexation ordinance, pursuant to NCGS 160A-31, the City Council must first direct the  
17 City Clerk to determine and certify the sufficiency of the petition and set a public hearing for consideration of  
18 the petition. It is requested that the public hearing date be set for April 23, 2018.

19  
20 Council Member Haas made a motion to adopt a Resolution directing the City Clerk to investigate  
21 the sufficiency of annexation petition. Motion was seconded by Council Member Kincaid and  
22 approved by unanimous vote.

23  
24 The City Clerk provided a Certificate of Sufficiency.

25  
26 Council Member Wilson made a motion to adopt a Resolution of Intent to annex approximately  
27 22.35 acres on Shiloh Church Road (Property Identification Numbers (PIN): 4672-68-3634, 4672-  
28 68-0812 and fix Date of Public Hearing for April 23, 2018. Motion was seconded by Council  
29 Member Dayvault and approved by unanimous vote.

30  
31 **Appointment to the Rowan-Kannapolis ABC Board (Mike Legg, City Manager)**

32 The Rowan - Kannapolis ABC Board consists of a three members with each of the three seats  
33 appointed by Rowan County, the City of Kannapolis and the City of Salisbury The ABC Board  
34 retains authority to set policy and adopt rules in conformity with ABC laws and commission rules  
35 As the terms of the initial board members expire, their successors shall be appointed for three -  
36 year terms. Ken Argo currently serves as the City of Kannapolis' representative on the Rowan -  
37 Kannapolis ABC Board The seat is for a three -year term beginning July 2014 and ending June  
38 2017. At the February 12, 2018 City Council Meeting, Council extended Mr. Argo's term though  
39 June 2018 because of the lack of applicants.

40  
41 We now have three individuals who have expressed a desire to serve on the Rowan - Kannapolis  
42 ABC Board as the City's representative:

43  
44 Ryan French. 1905 Pennsylvania Ave (in the City limits). Owner of French Express Coffee House  
45 adjacent to Planet Fitness (former BiLo) on Cannon Blvd. Former member of the NC Highway  
46 Patrol. Member of Kannapolis Rotary Club.

1 Sam Moore. 6121 Chisholm Trail (in the City limits). Owner of Bavarian Motors, Charlotte.  
2 Member of Kannapolis Rotary Club.

3  
4 Mike Price. 6208 Stirewalt Road (not in the City limits). Director of Public Safety/EMS Instructor  
5 at Central Piedmont Community College. Former Cabarrus County Paramedic.

6 Note that there is not a requirement for residency as this is not a City board (but obviously that can  
7 be a consideration).

8  
9 Because Mr. Argo agreed to serve through June of this year, the terms for the new appointee would  
10 be effective July 1, 2018 through June 30, 2020, after which the appointee could be reappointed  
11 for a full three year term. The ABC Board would like for this to be resolved as soon as possible  
12 but there is time if City Council needs to deliberate beyond Monday's meeting.

13  
14 Council Member Kincaid made a motion to appoint Mike Price. Motion was seconded by Council  
15 Member Haas. The motion was approved by a 4-3 vote with Council Members Dayvault, Wilson  
16 and Mayor Pro tem Berry voting against.

17  
18 **Rescheduling the regularly scheduled May 28th City Council Meeting due to the Holiday (Mike**  
19 **Legg, City Manager)**

20 In accordance with NC General Statutes, 160A-71(a), City Council is required to adopt a regular meeting  
21 schedule for the following year. Council adopted a meeting schedule at their December 11th meeting. Monday,  
22 May 28th (Memorial Day) is a holiday and happens to fall on our regularly scheduled 4th Monday meetings.  
23 Council will need to take action to either cancel or reschedule the meeting to another date.

24  
25 In order for Staff to have sufficient notice regarding deadlines for public hearing publications, it  
26 is recommended that Council consider taking action tonight to either reschedule the meeting to  
27 another day or cancelling altogether. Staff recommends either cancelling the meeting or  
28 rescheduling for March 29, 30 or 31.

29  
30 Motion was made by Council Member Haas and seconded by Council Member Dayvault to  
31 reschedule the May 30th Council meeting to Tuesday, May 31st. The motion was approved by  
32 unanimous vote.

33  
34 **CITY MANAGER REPORT:** No Report

35  
36 **CITY COUNCIL COMMENTS:** No Comments

37  
38 **CLOSED SESSION:**

39 Mayor Pro tem Berry made a motion to go into closed session pursuant to G.S. 143.318.11 (a) (3)  
40 for consulting with an attorney in order to preserve the attorney-client privilege and G.S.  
41 143.318.11 (a) (4) for discussing matters related to the location or expansion of industries or  
42 businesses in the area. Motion was seconded by Council Member Wilson and approved by  
43 unanimous vote.

44  
45 Council went into closed session at 7:30 PM.

1 Council Member Haas made a motion to come of out closed session. Motion was seconded by  
2 Council Member Wilson and approved by unanimous vote.

3  
4 Council resumed regular session at 8:00 PM.

5  
6 Mayor Hinnant said it is overwhelming the number of request he is getting for ribbon cuttings, to  
7 attend meetings for non-profit organizations, attend meetings in Salisbury with officials, and  
8 request to speak the downtown projects. He may be asking other Council Members to attend these  
9 functions on behalf of the City.

10  
11 There being no further business, Council Member Wilson made a motion to adjourn. Motion was  
12 seconded by Mayor Pro tem Berry and approved by unanimous vote.

13  
14 The meeting adjourned at 8:15 PM on Monday, April 09, 2018.

15  
16  
17  
18  
19 \_\_\_\_\_  
20 Milton D. Hinnant, Mayor

21  
22 \_\_\_\_\_  
23 Bridgette Bell, MMC, NCCMC  
24 City Clerk

**CITY OF KANNAPOLIS  
COUNCIL MEETING MINUTES  
April 23, 2018**

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, April 23, 2018 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  
Van Rowell  
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:	Annette Privette Keller	Sherry Gordon
	Tony Eury	Wilmer Melton, III
	Trent Marlow	Terry Clanton
	Eric Davis	David Jordan
	Maria Bostian	Zac Gordon
	Ernie Hiers	Gary Mills
	Rick Barnhardt	Kevin Simpson
	Kirk Beard	Donie Parker
	Irene Sacks	Ryan Hvitløk

Visitors:	Phil Triece	Jahmal Pullen
	Kumar Trivedi	Melody Lee Quick
	Beverly Lockhart	Jeanne Dixon
	Thomas Dixon	Brenda Berry
	Tracy Coleman	Marcella Beam
	Jimmy Murray	Janelle Murray
	Kathy Plummer	Jan Nixon
	J Bret Easley	Kira Easley
	Carrie Brown	Kabin Brown
	Brenda Haney	James Haney
	Juanene Savage	Jason Puckett
	Hearne Rickard	Danita Rickard



Mike Reavis	Linda Reavis
Vickie Graham	Rochelle Alexander
Megan Baker	Jan Nixon
Kathy Helms	Ned Benfield
Serena Edwards	Kemp Edwards
Douglas Triece	Susan Martin
Grayson Martin	Jacob Margin
Ron Haithcock	Kathleen Tilgham
Frank Guarino	Kira Easley
Lani Temple	Rebekah Watson
Ken Young	Brittany Quigley

### **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 Council Member Kincaid.

### **ADOPTION OF AGENDA:**

Council Member Dayvault made a motion to approve the agenda. Motion was seconded by Council Member Wilson and approved by unanimous vote.

### **PROCLAMATIONS:**

Mayor Hinnant proclaimed the following: Recognition of Public Safety Telecommunicators, Municipal Clerk Week and International Fire Fighter Appreciation Day.

### **RECOGNITIONS:**

2018 Citizen's Police Academy- Chief JW Chavis, Deputy Chief Terry Clanton and Lt. Terry Spry awarded each member of the fifth academy with a plaque and commemorative coin.

Nancy Anthony	James Cable	James Easley
Tracy Coleman	Jeanne Dixon	Serena Edwards
Vicky Graham	James Haney	Beverly Lockhart
Brittany Quigley	Steven Sellers	Justin Tapp
Kathleen Tilgham	Donald Wagstaff	

2018 Citizens's Fire Academy – Chief Ernie Hiers and Kirk Beard, Technical Services Division Chief awarded each member of the first academy with a certificate of appreciation.

Cathy Kaiser	Mike Kaiser	Tom Kincaid
Barbara Messick	Tyler Poole	Adrienne Talis
Lani Temple	Rebekah Watson	Ken Young

### **APPROVAL/CORRECTION OF MINUTES**

Council Member Wilson made a motion to approve the March 02, 2018 Continued Meeting Minutes. Motion was seconded by Council Member Dayvault and approved by unanimous.

Mayor Pro tem Berry made a motion to approve the March 26, 2018 Regular Meeting Minutes. Motion was seconded by Council Member Dayvault and approved by unanimous.

1 Council Member Haas made a motion to approve the Closed Session March 26, 2018 minutes.  
2 Motion was seconded by Council Member Kincaid and approved by unanimous.

3  
4 **CONSENT AGENDA:**

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

7  
8 Budget Amendment 18-16; Closing the Village Park Phase 3 Capital Project Fund (Eric Davis,  
9 Finance Director) (Copy included as Exhibit A)

10  
11 **BUSINESS AGENDA:**

12 **Presentation - 2017 State of the County Health Report (Marcella Beam, Executive Director,**  
13 **Healthy Cabarrus for the Cabarrus Health Alliance) (Copy included as Exhibit B)**

14 Marcella Beam presented the 2017 State of the County Health Report. Cabarrus County conducted  
15 an extensive Community Needs Assessment in 2016 to determine community priorities for 2016-  
16 2020. Identifying priority health issues and assessing the health and human services needs of  
17 community residents is an ongoing process that engages multiple agencies, providers, and  
18 individuals. Data was collected from a consumer household survey of 1,891, 102 key information  
19 surveys as well as participation by 17 Cabarrus County Youth, between the ages of 12 and 18.

20  
21 Ms. Beam gave an update on the Healthy Cabarrus Substance Use Coalition Progress Report:

22  
23 Substance Abuse – Six community conversations were hosted by the Cabarrus County Sheriff's  
24 Office, Kannapolis Police Department and Concord Police Department with over 200 citizens  
25 being educated on the dangers of opioid use and provided information on substance use resources.  
26 Seven pharmacies partnered to host a county wide National DEA Take Back event, collecting over  
27 175 pounds of medications. Cabarrus Health Alliance partnered with the Cabarrus County Meals  
28 on Wheels Program to provide informational brochures on safe storage of prescription  
29 medications.

30  
31 Mental Health – the Mental Health Advisory Board created the Mental Health Task Force  
32 consisting of three work groups: Access to Care, Crisis Response, and Public Awareness.

33  
34 Childhood Obesity – Cabarrus Wellness Coalition convenes community partners to address  
35 childhood obesity among the early child and school ages populations. Their efforts are focused on  
36 interventions within local daycares, schools as well as clinical and community design settings.

37  
38 There being no questions or comments, Mayor Hinnant thanked Ms. Beam for the presentation.

39  
40 **Follow-up Presentation Regarding TIP #Project Y-4810 K Rogers Lake Road Separated**  
41 **Grade Crossing (Wilmer Melton, III, Director of Public Works) (Copy included as Exhibit**  
42 **C)**

43 At the last Council Meeting, Jahmal Pullen and Kumar Trivedi with the NCDOT made a  
44 presentation explaining three alternative options. Council expressed concerns regarding the east  
45 connectivity back to Ridge Avenue and encouraged NCDOT to evaluate other options to provide  
46 better access to Ridge Avenue. Council also elected to allow citizen comment regarding the  
47 recommended alternative at this meeting.

1 Mr. Pullen explained there were concerns about the neighborhoods on the south and north side  
2 of Meadow Avenue and the direct access back to Ridge Avenue. The NCDOT went back and  
3 looked at a couple of things, one an intersection that would have a three way access to Ridge and  
4 back to Rogers Lake Road. There would not be access going north onto Meadow Avenue. Mr.  
5 Pullen explained how the proposed bridge would go over the train tracks and down to the creek.  
6 (Copy of maps included with Exhibit C)  
7

8 Mayor Hinnant asked what would have to happen in order to have a right turn and connect  
9 Meadow Avenue up to the new traffic light. Mr. Pullen explained there is no access to the north  
10 and all the traffic would be funneled to that intersection.  
11

12 Following general discussion, Mayor Hinnant gave those in attendance an opportunity to speak  
13 on this issue.  
14

15 Phil Triece of 4913 Crosswinds Drive, Wilmington, NC, stated when he was with the NCDOT, he  
16 worked with the City on this project. If Council had not stood firm on this project, the NCDOT  
17 would not have presented this design, which they are happy with  
18 .

19 **Public Hearing - Voluntary satellite annexation of approximately 22.35 acres on Shiloh**  
20 **Church Road (Property Identification Numbers (PIN): 4672-68-3634, 4672- 68-0812) (Ryan**  
21 **Hvitløk Sr. Planner) (Copy included as Exhibit D)**

22 The owners of the subject properties, Joseph and Shannon Howell, have submitted a petition for the voluntary  
23 annexation of approximately 22.35+/- acres located at 3739 and 3749 Shiloh Church Road. The property  
24 is currently located in an unincorporated portion of Cabarrus County in an area identified as the "Western  
25 Planning Area" of the County's long-range plan. The parcels are predominantly vacant with small  
26 outbuildings and have a Cabarrus County zoning designation of CR - Countryside Residential. This annexation  
27 request is being made to facilitate the development of a potential residential subdivision.  
28

29 The petition is for a noncontiguous annexation as the property is not adjacent to the City's existing limits  
30 (See attached Vicinity Map). As is required by the North Carolina General Statutes, an initial City of  
31 Kannapolis zoning designation will be applied to the property by the Planning and Zoning Commission  
32 within 60 days of the effective date of the annexation.  
33

34 The property is located in an unincorporated area of Cabarrus County that is currently zoned CR, with a 2 acre  
35 required minimum lot size. While this property is located outside of the City's corporate limits, it is within  
36 an area designated as "Proposed Kannapolis Growth Area", in an "Annexation Agreement" between the  
37 City of Kannapolis and City of Concord (see attached). The City is in the process of extending utilities in  
38 this area to facilitate future development. According to the City's current long range planning document -  
39 ***Move Kannapolis Forward 2030 Comprehensive Plan***, identifies this area as a "Primary Service Area".  
40 The Primary Service area is "land where provision of services is preferred. These are areas to encourage  
41 development within the planning horizon. Annexation is also envisioned as a part of the agreement to  
42 provide services."  
43

44 At the last Council meeting, Council directed the City Clerk to City Clerk to determine and certify  
45 the sufficiency of the petition and set a public hearing for April 23, 2018 for consideration of the  
46 petition.  
47

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

4  
5 Council Member Dayvault made a motion to adopt an Ordinance to extend the corporate limits of  
6 the City and annex approximately 22.35 acres on Shiloh Church Road (Property Identification  
7 Numbers (PIN): 4672-68-3634, 4672-68-0812 Motion was seconded by Council Member Wilson  
8 and approved by unanimous vote.

9  
10 **Public Hearing - Voluntary annexation of approximately 29.15 acres on Shiloh Church Road**  
11 **(Property Identification Numbers (PIN): 4672-58-5733, and 4672-49- 9371) (Ryan Hvitløk**  
12 **Sr. Planner) (Copy included as Exhibit E)**

13 The owners of the subject properties, Brett L. Fowler and Stewart Van Every Fowler, have  
14 submitted a petition for the voluntary annexation of approximately 29.15+/- acres located at 3747  
15 Shiloh Church Road and an adjoining unaddressed parcel. The property is currently located in an  
16 unincorporated portion of Cabarrus County in an area identified as the “Western Planning Area”  
17 of the County’s long-range plan. The parcels are vacant and have a Cabarrus County zoning  
18 designation of CR - Countryside Residential. This annexation request is being made to facilitate  
19 the development of a potential residential subdivision.

20 The petition is for a contiguous annexation as the property is adjacent to the City’s existing limits  
21 the west side (See attached Vicinity Map).

22  
23 As is required by the North Carolina General Statutes, an initial City of Kannapolis zoning  
24 designation will be applied to the property by the Planning and Zoning Commission within 60 days  
25 of the effective date of the annexation.

26  
27 The property is located in an unincorporated area of Cabarrus County that is currently zoned CR,  
28 with a 2 acre required minimum lot size. While this property is located outside of the City’s  
29 corporate limits, it is within an area designated as “Proposed Kannapolis Growth Area”, in an  
30 “Annexation Agreement” between the City of Kannapolis and City of Concord (see attached). The  
31 City is in the process of extending utilities in this area to facilitate future development.

32  
33 According to the City’s current long range planning document - Move Kannapolis Forward 2030  
34 Comprehensive Plan, identifies this area as a “Primary Service Area”. The Primary Service area is  
35 “land where provision of services is preferred. These are areas to encourage development within  
36 the planning horizon. Annexation is also envisioned as a part of the agreement to provide services.”

37  
38 At the last Council meeting, Council directed the City Clerk to City Clerk to determine and certify  
39 the sufficiency of the petition and set a public hearing for April 23, 2018 for consideration of the petition.

40  
41 There being no questions or comments, Mayor Hinnant opened the public hearing to those  
42 in attendance an opportunity to speak. There being no speakers, Mayor Hinnant closed the  
43 public hearing.

44  
45 Council Member Haas made a motion to adopt to adopt an Ordinance to extend the corporate limits  
46 of the City and annex approximately 29.15 acres on Shiloh Church Road (Property Identification  
47 Numbers (PIN): 4672-58-5733, and 4672-49- 9371). Motion was seconded by Mayor Pro tem  
48 Berry and approved by unanimous vote.

**Second Reading: Public Hearing - Text amendment to Article 3, Section 3.7.1 of the Unified Development Ordinance (UDO) amending the voting requirements for Board of Adjustment (BOA) actions (Ryan Hvitløk Sr. Planner) (Copy included as Exhibit F)**

Currently the UDO requires a 4/5th vote for administrative appeals and variances decided by the BOA. State statute only requires a 4/5th vote for variances. The proposed amendment would only require a 4/5th vote for variance decisions; all other actions by the BOA would require a simple majority vote. The Planning and Zoning Commission voted unanimously to recommend City Council approval of TA-2018-03 at its April 4, 2018 meeting. A first reading of the proposed text amendment occurred at Council's April 9th meeting.

The proposed text amendments to the UDO are shown below as additions and deletions (strikethrough).

**Section 3.7. APPEALS AND VARIANCES**

**3.7.1 APPLICATION.**

The Board of Adjustment (BOA), may decide appeals of administrative interpretations and decisions and may grant variances from the requirements of this Ordinance. ~~(1) Approval requires a 4/5 vote, vacant positions or members who are excused from voting (but not abstentions) shall not be considered "members of the Board" in determining 4/5 approval.~~ The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

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

Council Member Kincaid made a motion to adopt a Statement of Consistency. Motion was seconded by Council Member Haas and approved by unanimous vote.

Council Member Haas made a motion to approve an Ordinance to amend Article 3, Section 3.7.1 of the Unified Development Ordinance (UDO) amending the voting requirements for Board of Adjustment (BOA) actions. Motion was seconded by Council Member Wilson and approved by unanimous vote.

**College Station Commercial Leases (Irene Sacks, Director of Economic Development) (Copy included as Exhibit G)**

The City purchased a shopping center on N. Cannon Blvd to house the Rowan-Cabarrus Community College cosmetology facility. Now that renovations for the anchor building are underway, the City engaged a broker to market the remaining commercial spaces to attract new tenants. Chip Mark with Mark Real Estate Advisors has brought the following new leases to the City for approval:

1 Five-year lease of 473 N. Cannon Blvd to Arturo Sanchez to remain as an existing ice  
2 cream store.  
3 Five-year lease of 477 N. Cannon Blvd to Donae Hancock for a hair salon and apparel  
4 boutique.  
5

6 Mr. Mark has reviewed the tenants' business history and feels these would bring positive traffic to  
7 the shopping center. The two leases will generate approximately \$28,000 in the first year in  
8 revenue to the City as owners of the Shopping Center (with annual increases). Ms. Sacks asked  
9 that the motion authorize the City Manager and City Attorney to make any necessary modifications  
10 as needed.  
11

12 There being no questions or discussions, Council Member Haas made a motion to approve the five  
13 year leases for 473 N. Cannon Blvd and 477 N. Cannon Blvd. and authorize the City Manager and  
14 City Attorney to make any necessary modifications as needed. Motion was seconded by Council  
15 Member Dayvault and approved by unanimous vote.  
16

17 **CITY MANAGER REPORT:** None  
18

19 **CITY COUNCIL COMMENTS:** None  
20

21 **SPEAKERS FROM THE FLOOR:** No Speakers from the Floor  
22

23 **CLOSED SESSION:**

24 Mayor Pro tem Berry made a motion that Council go into closed session pursuant to GS. 143-  
25 318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S.  
26 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or  
27 businesses in the area. Motion was seconded by Council Member Wilson and approved by  
28 unanimous vote.  
29

30 Council went into closed session at 7:15PM.  
31

32 Council Member Haas made a motion to come out of closed session. Motion was seconded by  
33 Council Member Rowell and approved by unanimous vote.  
34

35 There being no further business, Council Member Wilson made a motion to adjourn. Motion was  
36 seconded by Council Member Haas and approved by unanimous vote.  
37

38 The meeting adjourned at 7:45 PM on Monday, April 23, 2018.  
39  
40  
41

42 \_\_\_\_\_  
Milton D. Hinnant, Mayor  
43  
44  
45

46 \_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
47 City Clerk  
48



**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III and Walter M. Safrit, II  
**TITLE:** Resolution Authorizing Assignment of Easements and Deed to City of Concord

**A. Action Requested by City Council**

**Motion to authorize the City Manager to execute Resolution for Assignments of Easements and Deed to City of Concord.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

In 2014 R. L. West of North Carolina, LLC submitted a preliminary plan for construction of a planned commercial development on the north side of Highway 73 near its intersection with Odell School Road. The developer proposed connecting to an existing sanitary sewer line on the south side of Highway 73 in the city limits of Concord which required acquisition of some intervening private property for the sewer easements. The City of Concord was in agreement to allow connection to their public system but had no interest in pursuing the acquisition of the easements either by voluntary purchase or condemnation.

Since the City of Kannapolis Staff felt the development would provide a substantial economic benefit to the City, an agreement was executed providing for the City to acquire the easement so long as developer reimbursed all costs. The sewer easements were eventually acquired and the sewer line was permitted for use by the City of Concord. Since the easements were acquired by Kannapolis it is now necessary to assign those interests to Concord to complete its assimilation into the Concord public sanitary sewer system. One of the properties required condemnation resulting in acquisition of the property in fee simple. That property will be conveyed to Concord by deed.

**D. Fiscal Considerations**

None

## **E. Policy Issues**

None

## **F. Legal Issues**

Execution of Assignments are necessary to convey sanitary sewer easements to City of Concord.

## **G. Alternative Courses of Action and Recommendation**

### **1. Motion to approve Resolution authorizing assignment of Easements and Deed to the City of Concord (Recommended)**

2. Approve Resolution with amendments.
3. Do not approve Resolution
4. Table action to a future meeting

### **ATTACHMENTS:**

#### **File Name**

- ❑ Resolution\_For\_Disposition\_Of\_Real\_Property\_Interests\_to\_Governmental\_Unit\_(4-18-18).pdf
- ❑ Assignment\_of\_Grant\_Of\_Easement\_-\_Odell\_-\_Erjola\_550\_Kinderkamack\_(4-17-18).doc
- ❑ Assignment\_Of\_Grant\_Of\_Easement\_Kannapolis\_-\_Assignment\_of\_Right\_of\_Way\_(4-17-18).doc
- ❑ Assignment\_Of\_Grant\_Of\_Easement\_Kannapolis\_-\_Odell\_-\_Rocky\_River\_Crossing\_(4-17-18).doc
- ❑ agreement\_for\_public\_sanitary\_sewer\_system-04182018111052.pdf
- ❑ deed-attachment\_to\_staff\_report\_(5-14-18).pdf
- ❑ map-attachment\_to\_staff\_report\_(5-14-18).pdf



**RESOLUTION FOR DISPOSITION OF  
REAL PROPERTY INTEREST TO A GOVERNMENTAL UNIT**

WHEREAS, North Carolina General Statute 160A-274 allows the City to convey title to any real or personal property to a governmental entity, upon such terms and conditions as it deems wise, with or without consideration; and

WHEREAS, the Kannapolis City Council desires to assign easement interests and convey fee simple interests unconditionally and without consideration as provided herein.

NOW THEREFORE, the City Council resolves as follows:

1. RESOLVED, the following easements shall be assigned to the City of Concord:
  - a. Easement recorded in Deed Book 12322 at Page 330.
  - b. Easement recorded in Deed Book 12322 at Page 336.
  - c. Easement recorded in Deed Book 12322 at Page 340.
2. RESOLVED, the following real property shall be conveyed in fee simple to the City of Concord:

Real property as described in Deed Book 12721 at Page 72.
3. BE IT FURTHER RESOLVED that the City Manager is authorized to execute any such documents as are necessary and appropriate to assign and convey title and further consummate the transaction contemplated by this Resolution.

This 14<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
Milton D. Hinnant, Mayor

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk

---

DRAWN BY AND  
RETURN TO:  
George W. Sistrunk III, Esq.  
Hamilton Stephens Steele & Martin, PLLC  
525 North Street, Suite 1400  
Charlotte, NC 28202

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

**ASSIGNMENT OF GRANT OF EASEMENT AND  
DEDICATION OF SANITARY SEWER LINE**

THIS ASSIGNMENT OF GRANT OF EASEMENT AND DEDICATION OF  
SANITARY SEWER LINE ("Assignment") is entered into as of May \_\_\_\_\_, 2018 (the  
"Effective Date") by the CITY OF KANNAPOLIS ("Assignor"), for the benefit of the CITY OF  
CONCORD ("Assignee").

WHEREAS, Assignor is the owner of a Grant of Easement and Dedication of Sanitary  
Sewer Line (the "Easement") as recorded in Book 12322, Page 330 of the Cabarrus County  
Public Registry;

WHEREAS, pursuant to the provisions of North Carolina General Statute 160A-274  
Assignor has agreed to convey to Assignee any rights Assignor may have in and to the Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of  
which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, transfers, grants, assigns, delivers and conveys to Assignee,  
its successors and assigns, any and all right, title, and interest of Assignor in and to the  
Easement, and any and all Sewer Facilities located in the Easement as that term is defined in the  
original grant of easement recorded in Book 12322, Page 0330 and Assignee hereby assumes all  
obligations of Assignor under the Easement.

2. This Assignment shall be governed by the laws of the State of North Carolina, without regard to conflict of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

**CITY OF KANNAPOLIS**

By: \_\_\_\_\_  
Michael B. Legg  
City Manager

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Michael B. Legg, personally came before me this day and acknowledged that he is City Manager of the City of Kannapolis, a North Carolina municipal corporation, and that he, as City Manager, being authorized to do so, executed the foregoing instrument on behalf of the City as a municipal corporation.

Witness my hand and official seal, this the \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Official Seal)

---

DRAWN BY AND  
RETURN TO:  
George W. Sistrunk III, Esq.  
Hamilton Stephens Steele & Martin, PLLC  
525 North Street, Suite 1400  
Charlotte, NC 28202

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

**ASSIGNMENT OF GRANT OF EASEMENT AND  
DEDICATION OF SANITARY SEWER LINE**

THIS ASSIGNMENT OF GRANT OF EASEMENT AND DEDICATION OF SANITARY SEWER LINE (“Assignment”) is entered into as of May \_\_\_\_\_, 2018 (the “Effective Date”) by the CITY OF KANNAPOLIS (“Assignor”), for the benefit of the CITY OF CONCORD (“Assignee”).

WHEREAS, Assignor is the owner of a Grant of Easement and Dedication of Sanitary Sewer Line (the “Easement”) as recorded in Book 12322, Page 336 of the Cabarrus County Public Registry;

WHEREAS, pursuant to the provisions of North Carolina General Statute 160A-274 Assignor has agreed to convey to Assignee any rights Assignor may have in and to the Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, transfers, grants, assigns, delivers and conveys to Assignee, its successors and assigns, any and all right, title, and interest of Assignor in and to the Easement, and any and all Sewer Facilities located in the Easement as that term is defined in the original grant of easement recorded in Book 12322, Page 0336, and Assignee hereby assumes all obligations of Assignor under the Easement.

2. This Assignment shall be governed by the laws of the State of North Carolina, without regard to conflict of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

**CITY OF KANNAPOLIS**

By: \_\_\_\_\_  
Michael B. Legg  
City Manager

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Michael B. Legg, personally came before me this day and acknowledged that he is City Manager of the City of Kannapolis, a North Carolina municipal corporation, and that he, as City Manager, being authorized to do so, executed the foregoing instrument on behalf of the City as a municipal corporation.

Witness my hand and official seal, this the \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Official Seal)

---

DRAWN BY AND  
RETURN TO:  
George W. Sistrunk III, Esq.  
Hamilton Stephens Steele & Martin, PLLC  
525 North Street, Suite 1400  
Charlotte, NC 28202

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

**ASSIGNMENT OF GRANT OF EASEMENT AND  
DEDICATION OF SANITARY SEWER LINE**

THIS ASSIGNMENT OF GRANT OF EASEMENT AND DEDICATION OF SANITARY SEWER LINE ("Assignment") is entered into as of May \_\_\_\_\_, 2018 (the "Effective Date") by the CITY OF KANNAPOLIS ("Assignor"), for the benefit of the CITY OF CONCORD ("Assignee").

WHEREAS, Assignor is the owner of a Grant of Easement and Dedication of Sanitary Sewer Line (the "Easement") as recorded in Book 12322, Page 0342 of the Cabarrus County Public Registry;

WHEREAS, pursuant to the provisions of North Carolina General Statute 160A-274 Assignor has agreed to convey to Assignee any rights Assignor may have in and to the Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, transfers, grants, assigns, delivers and conveys to Assignee, its successors and assigns, any and all right, title, and interest of Assignor in and to the Easement, and any and all Sewer Facilities located in the Easement as that term is defined in the original grant of easement recorded in Book 12322, Page 0342 and Assignee hereby assumes all obligations of Assignor under the Easement.



2. This Assignment shall be governed by the laws of the State of North Carolina, without regard to conflict of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

**CITY OF KANNAPOLIS**

By: \_\_\_\_\_  
Michael B. Legg  
City Manager

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

I the undersigned, a Notary Public of the County and State aforesaid, certify that Michael B. Legg, personally came before me this day and acknowledged that he is City Manager of the City of Kannapolis, a North Carolina municipal corporation, and that he, as City Manager, being authorized to do so, executed the foregoing instrument on behalf of the City as a municipal corporation.

Witness my hand and official seal, this the \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Official Seal)

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

AGREEMENT FOR PUBLIC  
SANITARY SEWER SYSTEM

THIS AGREEMENT FOR PUBLIC SANITARY SEWER SYSTEM (the "Agreement") is made and entered into this 30<sup>th</sup> day of August, 2014, by and between the CITY OF KANNAPOLIS, a North Carolina municipal corporation (hereinafter referred to as the "City"), and RLWEST OF NORTH CAROLINA, LLC, a North Carolina limited liability company, (hereinafter referred to as "Developer") which entities may be collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Developer proposes the construction of a planned commercial development project known as Kannapolis ODS (the "Development") being a 10.23 acre site on the north side of Highway 73 in the City municipal jurisdiction, more particularly described on Exhibit "A", attached hereto and incorporated by reference; and

WHEREAS, Developer will construct a portion of the sanitary sewer line servicing the Development (the "New Sewer Line"); and

WHEREAS, Developer also requires the acquisition of certain existing sanitary sewer improvements (the "Existing Sewer Line") located on, under and upon property or properties described in Exhibit "B" attached hereto and incorporated by reference, located in the City of Concord, North Carolina municipal boundaries ("Concord"); and

WHEREAS, the Existing Sewer Line is generally described on Exhibit "C", attached hereto and incorporated herein by reference; and

WHEREAS, the approximate location of the New and Existing Sewer Lines is shown on Exhibit "D", attached hereto and incorporated herein by reference; and

WHEREAS, the Development will serve a public interest by increasing the City tax base, providing a superior development, expanding investment in the City and promoting the City economy; and

WHEREAS, the City has agreed to assist the Developer by acquiring certain real property in fee simple for the New Sewer Line and the Existing Sewer Line (the "Property") to the extent necessary when acquisition by voluntary conveyance cannot be achieved as provided in this Agreement.

NOW THEREFORE, the Parties in consideration of the mutual promises, covenants and conditions herein contained and imposed, the receipt, adequacy and sufficiency of which is hereby acknowledged, have and do hereby agree:

1. Recitals. The Recitals contained here above are incorporated herein as terms, conditions and provisions of this Agreement.

2. Project Responsibilities.

2.1 Developer. Developer shall have the following obligations:

2.1.1 New Sewer Line Plans and Specifications. Developer will design and construct the New Sewer Line in accordance with City requirements which sanitary sewer line, upon completion, will be conveyed to the City at no cost subject to City's inspection and approval. Developer shall provide a survey of the sewer line and easement area at Developer's cost.

2.1.2 Appraisal. In the event it reasonably appears to Developer that certain property required for the New Sewer Line and/or Existing Sewer Line cannot be acquired by voluntary conveyance, Developer shall, at its sole cost and expense, obtain an appraisal (the "Appraisal") of such property interests. The Appraisal shall be performed by a North Carolina certified appraiser whose appraisal business is located within the greater Kannapolis area. Appraisals for the Property as shown on Exhibit "B" already have been obtained. The cost for these appraisals also shall be borne by Developer.

2.1.3 Good Faith Offer. Developer or Developer's agent or representative shall make a good faith attempt to acquire the Property from the owner or owners thereof, including at least one personal meeting with the owner of record or the owner's authorized representatives. The amount of Developer's final offer must not be less than the fair market value established by the Appraisal and in accordance with compensation statutes contained in North Carolina General Statutes chapter 40A.

2.1.4 Referral to City. If, after good faith attempt(s) to acquire the Property, Developer has not acquired title thereto, Developer may refer the matter to City for its review and determination whether to proceed with eminent domain (the "Referral"). Developer acknowledges and agrees that a referral to City does not guarantee that title to the Property will be obtained, and further, that if City commences an eminent domain proceeding, City cannot guarantee that title will be obtained within Developer's project schedule.

2.1.5 Costs. Developer shall be responsible for all reasonable costs related to its acquisition of the Property, by eminent domain. Developer shall be responsible for all of City's reasonable costs and expenses, as hereinafter defined, incurred in acquiring the Property. Developer shall be responsible for all reasonable fees, costs and expenses incurred by City in prosecuting a condemnation action and acquiring title to the Property through settlement, trial and any appeal, including, but not limited to, staff fees, legal fees, consultant and expert witness fees, costs and expenses surveys, appraisals, sewer line testing, sewer line video, easement maps, preparation of record drawings, engineering certifications, the value of the Property or compensation payable as determined by settlement or judgment, and the opposing party's costs and legal fees in the event City is ordered by a court of competent jurisdiction to pay such costs and legal fees (all of the above being referred to as the "Fees and Costs"). The Property acquired for the New Sewer Line and/or the Existing Sewer Line will be conveyed to the City upon acquisition.

2.1.6 Initial Deposit. At the time of the Referral, Developer shall also deposit:

(i) Fair Market Value of Property. The amount of the current fair market value of the Property, substantiated by a copy of the Appraisal. The parties acknowledge that the value of the property is set by the most recent Appraisal, which contains a "date of value" that is not later than six (6) months prior to the date of the Referral.

(ii) Appraisal Update Costs. The estimated costs of an update to the Appraisal (or a new appraisal, if the Appraisal is not in compliance with the terms hereof), if more than six (6) months has passed since the date of the Appraisal.

(iii) City Staff Fees and Costs. A deposit with City in the amount of Ten Thousand Dollars (\$10,000.00), representing an initial deposit for Fees and Costs of City Staff.

(iv) Attorney Fee Deposit. A deposit with City in the amount of Five Thousand Dollars (\$5,000.00) representing an initial deposit for reasonable fees and costs towards attorney fees incurred for prosecution of the eminent domain action.

(v) Reimbursement of Fees and Costs. Developer shall reimburse City for attorney fees and costs advanced for Developer (appraisals, survey, etc.).

2.2 City. City shall have the following obligations:

2.2.1 Pre-condemnation. At or before Referral, identified hereinabove, there must be evidence satisfactory to City that the Existing Sewer Line will be accepted by Concord into its public sewer system. Following acknowledgement by Concord that the Existing Sewer Line will be accepted into its public sanitary sewer system City shall commence pre-condemnation activities in accordance with the North Carolina General Statutes Chapter 40A. Pre-condemnation activities include, but shall not be limited to, the following: inspection of the Property; updating the Appraisal; and performing an environmental assessment of the Property, title examinations, and all other normal condemnation practices and requirements.

2.2.2 Kannapolis City Council Resolution. After City has performed its pre-condemnation activities, City shall place a resolution authorizing condemnation on the agenda for consideration by City Council. Developer acknowledges that the Council must adopt a resolution prior to City proceeding with an eminent domain action. Developer further acknowledges that this Agreement shall not bind the Council to adopt such resolution. If the Council fails to adopt such resolution within sixty (60) days after City's receipt the Referral, City shall refund the unused portion of Developer's deposits.

2.2.3 Payment of Fees and Costs. During the course of the eminent domain action, Developer shall reimburse City for all Fees and Costs as follows:

(i) First Additional Deposit. Upon Referral, Developer shall deposit with City the amount of City's estimate of the Fees and Costs set forth in paragraph 2.1.6 hereinabove.

(ii) Second Additional Deposit. If the updated Appraisal concludes that the Property has a higher value than the amount of the fair market value deposited, Developer will deposit the difference within fifteen (15) days after Developer's receipt of City's written request.

(iii). Ongoing Fees and Costs. During the pendency of the litigation, City may notify Developer that additional amounts are necessary to obtain a Final Order of Condemnation Developer shall pay such amounts within thirty (30) days after receipt of City's request substantiating the need therefor. City shall be available to meet with Developer to discuss the need for additional advances of Fees and Costs, including amounts and timing, and City shall consult Developer before making a statutory offer of compensation. If City does not receive Developer's payment of Fees and Costs within the thirty (30) day period, City may cease all work and effort related to the acquisition of the Property, until such time as the additional funds are received; provided, however, if litigation has been commenced, City may abandon the condemnation and Developer shall bear the risk of any costs and penalties incurred thereby.

(iv) Final Payment. Within sixty (60) days after the conclusion of all condemnation proceedings, including, but not limited to, post-trial motions and appeals, City shall deliver to Developer a final accounting of any and all unpaid Fees and Costs payable by Developer. Developer shall reimburse City such amounts within thirty (30) days after Developer's receipt thereof.

2.2.4 Disbursement of Funds. City shall have sole discretion as to the disbursement of all funds advanced by the Developer, limited only by the provisions of this Agreement.

2.2.5 Abandonment. If, at any time during the pendency of the litigation, Developer determines that it will not proceed with the Project and desires that City cease the acquisition of the Property, Developer shall provide written notice thereof to City (the "Abandonment Notice"). Within 10 days after receipt thereof, City shall provide to Developer an itemization of all outstanding Fees and Costs incurred, but unpaid, and an estimate of the Fees and Costs required to abandon the action Developer shall pay the same to City upon receipt. Developer acknowledges that the parties defending an eminent domain action could be entitled to reimbursement of Fees and Costs incurred in defense of the action and Developer further acknowledges that such amounts shall be paid to City as Fees and Costs of abandonment upon receipt of City's request therefor.

2.2.6 Selection and Compensation of Personnel. City's use of any funds advanced by Developer and the requirement for the Developer to advance funds hereunder shall not be contingent on the hiring of any specific employee or consultant. City reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all attorneys, employees, contractors, or consultants that may be necessary to assist City in acquiring the Property. City shall have the sole discretion to establish reasonable compensation paid to the attorneys, employees, consultants or the consultants' firms that are hired by City in connection with the acquisition of the Property.

2.2.7 Supervision and Control of Personnel. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of City engaged in the acquisition of the Property. Violation of this provision is cause for City to cease proceedings to acquire the

Property. This prohibition shall not be construed to preclude Developer, its agents or representatives, from consulting with City regarding the acquisition of the Property, nor from providing information to City or any employee, agent or consultant of City in connection therewith, or from seeking information from City, or any employee, agent or consultant of City with respect thereto.

2.2.8 Decisions. Decisions relating to the conduct of the litigation proceedings shall be made exclusively by the City. However, decisions relating to additional compensation (excluding court judgments) or appeals from judgments or orders shall be mutual decisions by the City and Developer.

3. Indemnification, Defense and Hold Harmless. Developer hereby acknowledges and agrees that Developer shall defend, indemnify, release and hold harmless City and its agents, officers, attorneys, elected officials, consultants (whether professional, legal, technical, or other), independent contractors and employees ("City's Agents"), with the exception of negligence from any and all damage, liability or loss, or any claim of damage, liability or loss, including without limitation attorney's fees or costs connected with or arising out of any action, proceeding or alternative dispute resolution process (collectively, "Action") against City or City's Agents to: (a) attack, set aside, void, or annul the actions of City or City's Agents related to this Agreement, including without limitation, any decision, determination, or action made or taken with respect to the acquisition of the Property; or (b) to impose personal liability against City's Agents resulting from or arising out of their involvement in the acquisition of the Property pursuant to this Agreement.

4. Assignment. Developer, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, covenants that it will not assign this Agreement without the prior written consent of City in each instance, which consent may be withheld in City's sole discretion. Any assignment in violation of this Agreement will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent which will not be unreasonably withheld.

5. Notices. All notices under this Agreement shall be delivered by personal service, deposited in the United States mail, postage prepaid, certified and/or registered, or deposited with any nationally-recognized overnight courier that routinely issues receipts, addressed as set forth below. All notices shall be deemed delivered upon receipt or refusal thereof.

To Developer: RLWest of North Carolina, LLC  
58 00 Monroe St., Bldg. F-5  
Sylvania, Ohio 43560 \_\_\_\_\_  
\_\_\_\_\_

To City: City Manager  
City of Kannapolis  
Post Office Box 1199  
246 Oak Avenue  
Kannapolis, North Carolina 28082 (28081 for overnight delivery)

With a Copy to:           Walter M. Safrit, II  
                                  City Attorney  
                                  City of Kannapolis  
                                  Post Office Box 1199  
                                  201 Oak Avenue  
                                  Kannapolis, North Carolina 28082 (28081 for overnight delivery)

Any party may, by written notice to the other parties to this Agreement, change the address at which that party receives written notice under this section.

6.     Governing Law; Venue. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of North Carolina. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Cabarrus, State of North Carolina.

7.     Materials Confidential. All of the materials prepared or assembled pursuant to this Agreement shall be confidential, unless are deemed to be public records, and shall not be made available to any individual or organization without the prior written approval of City, except by court order.

8.     Joint and Several Obligation. If Developer consists of more than one person or entity, the liability of each such person or entity signing this Agreement as Developer shall be joint and several.

9.     Entire Agreement. This Agreement embodies the entire agreement between the parties hereto relative to the subject matter herein. No amendment, alteration, modification of, or addition to this Agreement will be valid or binding unless expressed in writing and signed by all parties.

10.    Severability. If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

11.    No Waiver. The waiver by either party of any agreement, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Agreement.

12.    Authority. Developer and the party executing this Agreement on behalf of Developer represent to City that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to City a resolution or similar document to that effect.

13.    Time of the Essence. Time is of the essence of each and every provision of this Agreement.

[THE REMAINING PORTION OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]



IN WITNESS WHEREOF, the Parties hereby have duly caused this Agreement to be executed as of the dates set forth below.

RLWest of North Carolina, LLC

By: Stephen T. Welly  
Title: President

STATE OF ~~NORTH CAROLINA~~ <sup>OH</sup>

COUNTY OF Lucas

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Stephen T. Welly  
[INSERT NAME(S) OF INDIVIDUAL(S) SIGNING IN BLANK ABOVE]

Date: Aug 13, 2014

[Official Seal]



Angela R. House-Steward  
Notary Public

Print Name: Angela R. House-Steward

Angela R. House-Steward  
Notary Public, State of Ohio  
My Commission Expires 8/20/2014

commission expires: 8/20/2014

City of Kannapolis

By: \_\_\_\_\_ /s/ \_\_\_\_\_  
Michael B. Legg  
City Manager

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
[INSERT NAME(S) OF INDIVIDUAL(S) SIGNING IN BLANK ABOVE]

Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

[Official Seal]

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
Municipal Finance Officer

Federal Tax Identification No: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

**THE DEVELOPMENT**

The site plan illustrates the layout of Odell School Landings, a development in Columbus County, North Carolina. The plan is divided into several distinct areas:

- Parcel A:** Located in the bottom left, it contains a building labeled "PROPOSED BUILDING 15 SPACES PROVIDED".
- Parcel B:** Situated to the right of Parcel A, labeled "PARCEL B FUTURE DEVELOPMENT".
- Parcel C:** A large area in the upper left, labeled "PARCEL C FUTURE DEVELOPMENT".
- Parcel D:** Located in the bottom center, labeled "PARCEL D FUTURE DEVELOPMENT".
- Parcel E:** A central area containing a building labeled "PARCEL E PHASE 1 COMMUNAL SCHOOL 15 SPACES PROVIDED".
- Parcel F:** A large area in the upper right, labeled "PARCEL F FUTURE DEVELOPMENT".

Surrounding infrastructure includes:

- Odell School Road:** Runs along the top and right edges of the site.
- Highway 73:** Located on the right side of the plan.
- Odell School:** Indicated by a building footprint within Parcel E.
- Various easements and setbacks:** Shown as dashed lines and labels such as "10' SETBACK", "10' EASEMENT", and "10' SETBACK".

At the bottom of the plan, there is a title block with the following information:

**Van Horn Hoover**  
 A. Hoover, Inc.  
 CIVIL ENGINEERING  
 LAND USE PLANNING  
 ENGINE CONSULTANTS  
 P.O. BOX 621574  
 CHARLOTTE, NC 28262  
 (704) 454-7007  
 www.vhh-engineers.com  
 E-MAIL: info@vhh-engineers.com

**PREPARED FOR:**  
**Kannapolis ODS, LLC**  
 7035 Crossstreet Court, Suite 100  
 Tallahassee, FL 32317

**ODELL SCHOOL LANDINGS**  
 ODELL SCHOOL RD & NC HWY 73  
 COLUMBUS CO., NORTH CAROLINA

**LAYOUT EXHIBIT A**

DATE	1/27/14	BY	DTB
SCALE	1" = 40'		
SHEET NUMBER 1 OF 1			

**Van Horn**  
**Hoover**  
A Division Of

---

Civil Engineering  
Land Use Planning  
Engineering Consultants

---

P.O. BOX 621574  
CHARLOTTE, NC 28262  
(704) 454-7007

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[www.vanhornhoover.com](http://www.vanhornhoover.com)  
E-Mail: [info@vanhornhoover.com](mailto:info@vanhornhoover.com)

( IN FEET )  
 100 90 80 70 60 50 40 30 20 10 0

PREPARED FOR:  
Kannapolis ODS, LLC  
7255 Crossleight Court, Suite 108  
Tellico, Ohio 43132

ODELL SCHOOL  
LANDINGS

LAYOUT EXHIBIT A

[illegible]

DATE	DEC	DIRECT	DTB
TRANS. SCALE		3" = 10'	
DATE		1/27/14	
JOB NUMBER		2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
SHEET NUMBER		1 of 1	

**EXHIBIT "B"**

**THE PROPERTY**

Parcel – 4687-38-5500

Moss Creek Village Master Association, Inc.

Parcel - 4681-38-8547

Erjola 550 Kindermack, LLC

Parcel – 4681-48-7303

Erjola 550 Kindermack, LLC

Parcel – 4681-49-0380

Rocky River Crossing, LLC

**EXHIBIT "C"**

**ODELL AREA/HIGHWAY 73 SEWER LINE PROJECT DESCRIPTION**

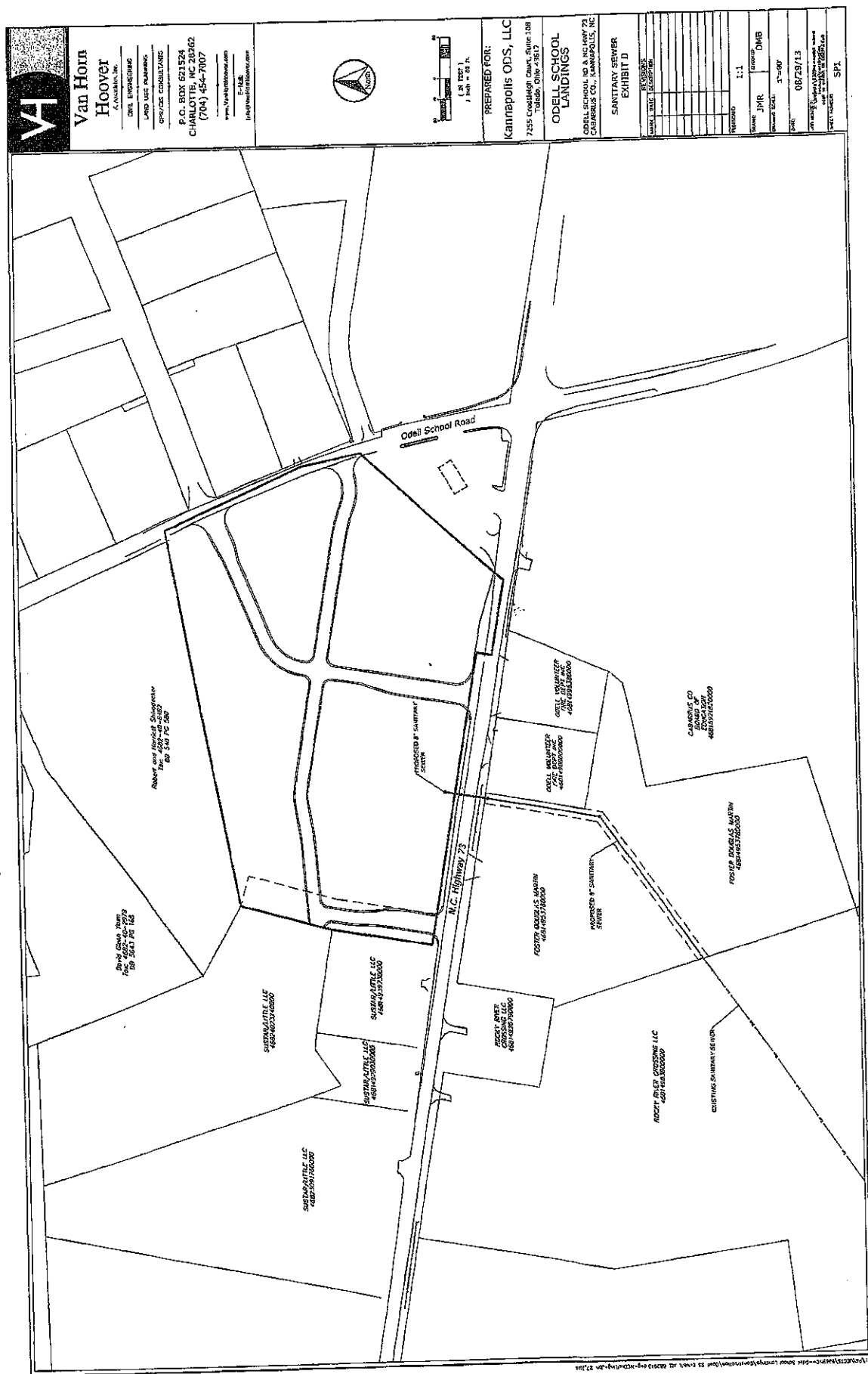
Project will consist of survey and inspection of approximately 1,300 linear feet of existing 12-inch sanitary sewer line that has been permitted by the City of Concord, constructed by third party, but not yet certified and dedicated for public use. Work shall include survey and preparation of acquisition maps across four parcels in the northeast corner of the Moss Creek Development. Survey shall begin at the termination of the existing City of Concord system just north of Moss Plantation Avenue and follow the existing 12-inch sanitary sewer line to the property boundary of the Foster Property. Once the City of Kannapolis has acquired the necessary sewer line property interests, the City of Kannapolis shall test, inspect and provide certification to the City of Concord so that line can be accepted and dedicated for public use.

**EXHIBIT "D"**

**LOCATION OF NEW AND EXISTING SEWER LINES**

# EXHIBIT "D"

PAGE 1







## NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$0

Parcel Identifier No \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Hamilton Stephens Steele & Martin, PLLC (GWS)

This instrument was prepared by: Hamilton Stephens Steele & Martin, PLLC (GWS), 525 N. Tryon Street, Suite 1400, Charlotte, NC 28202.

Brief description for the Index: \_\_\_\_\_

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between

GRANTOR

GRANTEE

THE CITY OF KANNAPOLIS

THE CITY OF CONCORD

Address: 401 Laureate Way  
Kannapolis, North Carolina 28081

Address: P.O. Box 308  
Concord, North Carolina 28026-0308

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in \_\_\_\_\_ Township, Cabarrus County, North Carolina and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12721, page 0072.

The property hereinabove described is transferred to the City of Concord pursuant to N.C. Gen. Stat. § 160A-274, and a copy of the Resolution approving the transfer by the Kannapolis City Council is attached as Exhibit B.

A map showing the above described property is recorded in Map Book \_\_\_\_\_ page \_\_\_\_\_.

All or a portion of the property herein conveyed ☐ includes or ☒ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. All easements, covenants, conditions, and restrictions of record and affecting the property, including, without limitation, the access easement and other rights granted in the Default Judgment and Final Judgment Pursuant To N.C.G.S. §40A-46;
2. Matters that would be disclosed by a current and accurate survey of the property; and
3. The lien of ad valorem taxes for the year 2017 and subsequent years.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

THE CITY OF KANNAPOLIS

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of North Carolina  
County of Cabarrus

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of North Carolina, certify that \_\_\_\_\_, in his/her capacity as the \_\_\_\_\_ for the City of Kannapolis, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_, Notary Public  
Notary's Printed or Typed Name

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Commencing at North Carolina Geodetic Survey Monument "Orchard", said monument having NC Grid Coordinates of Northing 619876.314 feet and Easting 1483934.208 feet, North American Datum of 1983 and having a combined factor of 0.999848947; thence a North Carolina Grid bearing and ground distance of South 10°56'58" West 1277.32 feet to an existing ½" rebar and having a NC Grid Coordinate of Northing 618622.4345 feet and Easting 1483691.6234 feet, said rebar being a common corner with the Harley D. Tritt and Herbert D. Tritt (now or formerly) recorded in Deed Book 2997, page 36 and Moss Creek Village Master Association, Inc. (now or formerly) Deed Book 7994, page 29 and ERJOLA 550 Kinderkamack, LLC (now or formerly) Deed Book 9479, page 195 and referenced to Ruckas House at Moss Creek Village recorded in Cabarrus County Register of Deeds as Plat Book 52, page 2; thence with the line of Kinderkamack and Moos Creek Village South 28°30'10" West 279.31 feet to a computed point being the true **Point of BEGINNING**; thence continuing with Kinderkamack and Moss Creek Village **South 28°30'10" West 99.42** feet to a computed point; thence with the easterly line of proposed right-of-way leaving the line of Kinderkamack **South 40°05'49" West 19.49** feet to a computed point with the easterly corner of existing 20 feet in width sewer right-of-way as shown on plat titled Moss Creek Village Sanitary Sewer Easement recorded as Plat Book 47, page 42 in Cabarrus County Register of Deed; thence with the northern line of existing sanitary sewer easement **North 62°23'08" West 20.44** feet to a computed point; thence with the westerly line of proposed right-of-way **North 40°05'08" East 121.30** feet to said **Point of BEGINNING**; proposed right-of-way being 20 feet in width and containing 1,405.10 square feet or 0.03 acres more or less as shown on the plat dated February 9, 2015, by Alley, Williams, Carmen & King, Inc.

HARLEY D TRITT &  
HERBERT D TRITT  
A NC GENERAL  
PARTNERSHIP  
PIN# 4681-29-8785  
Land Value: \$976,340

ROCKY RIVER  
CROSSING LLC  
PIN# 4681-49-0380  
Land Value: \$1,460,640

ERJOLA 550 KINDERMACK LLC  
R/WB PROPERTIES LLC A NC LLC  
C/O J&B DEV & MGMT INC  
PIN# 4681-38-8547  
Land Value: \$43,100

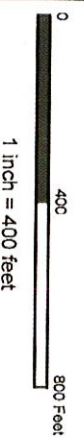
ERJOLA 550  
KINDERKAMACK LLC  
PIN# 4681-49-7303  
Land Value: \$1,674,130

MOSS CREEK VILLAGE  
MASTER ASSOCIATION INC  
PIN# 4681-38-5500  
Land Value: \$64,880



KANNAPOLIS

Kannapolis\Projects\12501 Odell School Rd Sewer\Property Easement.mxd (MML) 7-23-12



DISCLAIMER: This map is prepared from recorded deeds, plat maps, surveys, planimetric maps, and other public records, and data from various federal, state, and local agencies. Maps and associated information must be accepted and used by the recipient with the understanding that the primary information contained on these maps. As such, the City of Kannapolis provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of this data. Furthermore, the City of Kannapolis is not responsible for any damages or losses associated with the use or reliance of such data.



**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Eric Davis, Finance Director  
**TITLE:** Resolution authorizing the City of Kannapolis to engage in electronic payments

**A. Action Requested by City Council**

**Motion to approve a Resolution authorizing the City of Kannapolis to engage in electronic payments.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

In 2015, the NC Legislature modified GS 159-28 (d2) (local governments) to allow the Local Government Commission (LGC) to adopt rules to address the execution of the pre-audit and disbursement process related to electronic transactions for local governments. The new pre-audit and disbursement rules were effective as of November 1, 2017 and exist as part of the North Carolina Administrative Code.

Units of Government can now be exempt from the pre-audit certificate and disbursement certificate requirements on electronic transactions if they follow the requirements as detailed in the new administrative code rules. Approval of this Resolution is a main component of these new rules.

**D. Fiscal Considerations**

None

**E. Policy Issues**

Electronic Payments are the primary way in which payments are made for local governments.

**F. Legal Issues**

This Resolution is a key component in complying with the State's Administrative Code

<b>G. Alternative Courses of Action and Recommendation</b>
--

- 1. Motion to approve a Resolution authorizing the City of Kannapolis to engage in electronic payments (Recommended)**
2. Do not approve Resolution
3. Table action to a future meeting

ATTACHMENTS:

File Name

📎 Electronic\_Payment\_Resolution.pdf

**City of Kannapolis**  
**Resolution Authorizing City of Kannapolis**  
**to Engage in Electronic Payments**  
**as Defined by G.S. 159-28 or G.S. 115C-441**

**WHEREAS**, it is the desire of the City Council that the City of Kannapolis is authorized to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and

**WHEREAS**, it is the responsibility of the Finance Director, who is appointed by the City Council, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

**WHEREAS**, it is the responsibility of the Finance Director, who is appointed by the City Council, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Kannapolis;

**Section 1.** Authorizes the City of Kannapolis to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441;

**Section 2.** Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and

**Section 3.** Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

**Section 4.** This Resolution shall take effect immediately upon its passage.

Upon motion of \_\_\_\_\_, and seconded by \_\_\_\_\_,  
the foregoing Resolution was passed by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

I, \_\_\_\_\_, City Clerk of the City Council of the City of Kannapolis, do hereby certify that the foregoing resolution is a true and exact copy of the "Resolution authorizing the City of Kannapolis to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441" duly adopted by the City Council of the City at the regular meeting thereof duly called and held on May 14, 2018, a quorum being present.

WITNESS my hand at \_\_\_\_\_, N.C., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk





**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Pendleton Drive 25-MPH Speed Limit Modification

**A. Action Requested by City Council**

**Motion to approve an Ordinance declaring 25 MPH speed limit for Pendleton Drive.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

The HOA and owners/residents of Pendleton Drive have requested that the speed limit of 35 MPH be reduced to 25 MPH based on the criteria from the City of Kannapolis' 25 MPH Neighborhood Speed Limit Policy.

It is Staff's recommendation that the requested street be reduced to 25 MPH speed limit.

**D. Fiscal Considerations**

None

**E. Policy Issues**

None

**F. Legal Issues**

None

**G. Alternative Courses of Action and Recommendation**

- 1. Motion to approve the Ordinance declaring the requested 25 MPH speed limit modification on Pendleton Drive which is consistent with the City of Kannapolis' 25 MPH Neighborhood Speed Limit Policy. (Recommended)**
2. Deny the requested 25 MPH speed limit modification on Pendleton Drive.
3. Table action to a future meeting.

**ATTACHMENTS:**

**File Name**

- ▣ Pendleton\_Drive\_Petition.pdf
- ▣ 2018\_05-14\_Ordinance\_-\_Pendleton\_Drive\_-\_25\_MPH\_speed\_limit\_modification.docx
- ▣ Vicinity\_Map\_of\_Pendleton\_Drive\_Area.pdf



# Petition for Neighborhood 25 MPH Speed Modification

0

We, the undersigned residents of WESTLAKE HOA located in the City of Kannapolis, North Carolina, formally request a reduction in the speed limit within our neighborhood to 25 MPH. We support this action and show our support by signing the petition below for street name WESTLAKE DR. There are 25 lines on each page for signatures.  
PENDLETON DR.

PRINTED NAME	ADDRESS	PHONE NUMBER	SIGNATURE
1 JAMES SMITH	1213 PENDLETON DR	217 621 0415	James Smith
2 ZACKIE MOORE	1217 PENDLETON DR	704-791-8225	Zackie B. Moore
3 Sunday D. Dorsett	1217 Pendleton Dr.	980-622-1313	Sunday D. Dorsett
4 N. KENT GANDEE	1209 PENDLETON DR	304-444 3002	N. Kent Gande
5 PAMELA D CAIN	"	304 444 3002	Pamela Cain
6 MARY ANN LILA	1213 Pendleton Dr	704 960 0341	Mary Ann Lila
7 CATHY WILSON	1225 Pendleton Dr	704-933-7436	Cathy Wilson
8 BRAYLEY LOVELEE	1204 PENDLETON DR.	704 743 4480	Brayley Lovelee
9 MIKE JESTER	1233 PENDLETON DR	704 785 5854	Mike Jester
10 Cynthia Grassmann	1208 Pendleton Dr.	704-933-7422	Cynthia Grassmann
11 Timothy VanGilder	1229 Pendleton DR	704 933 6597	Timothy VanGilder
12			
13			
14			
15			
16			
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23			
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25			

Return form to:

City of Kannapolis

## **ORDINANCE**

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

### **Rescind the Following Speed Limits**

#### **Speed Limit**

#### **Description**

35

Pendleton Drive from Pump Station Road to end of Pendleton Drive in cul-de-sac.

### **Declare the Following Speed Limits**

#### **Speed Limit**

#### **Description**

25

Pendleton Drive from Pump Station Road to end of Pendleton Drive in cul-de-sac.

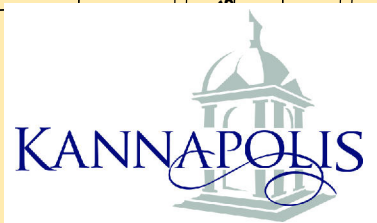
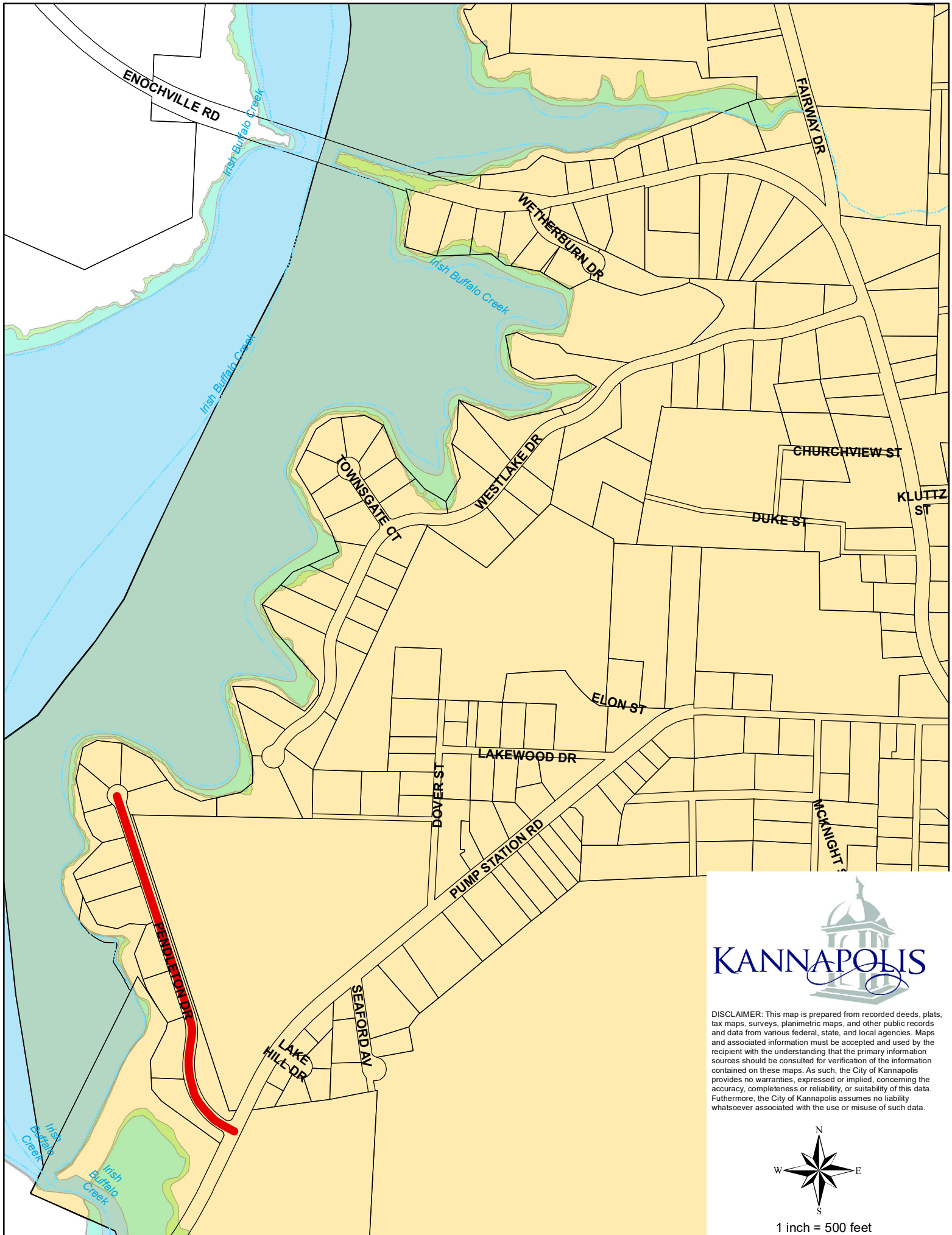
**Adopted this 14<sup>th</sup> day of May 2018.**

---

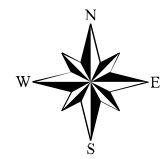
Milton D. Hinnant, Mayor

---

Bridgette Bell, MMC, NCCMC  
City Clerk



DISCLAIMER: This map is prepared from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data from various federal, state, and local agencies. Maps and associated information must be accepted and used by the recipient with the understanding that the primary information sources should be consulted for verification of the information contained on these maps. As such, the City of Kannapolis provides no warranties, expressed or implied, concerning the accuracy, completeness or reliability, or suitability of this data. Furthermore, the City of Kannapolis assumes no liability whatsoever associated with the use or misuse of such data.



1 inch = 500 feet



**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Irene Sacks & Annette Privette Keller  
**TITLE:** NCDOT Reimbursement Agreement - Train Station Improvements

**A. Action Requested by City Council**

**Motion to approve a Resolution and Budget Ordinance amendment in support of the Reimbursement Agreement with NCDOT for wayfinding improvements to the Kannapolis Train Station**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

NC DOT Rail is willing to pay for wayfinding improvements at the Train Station. These include a new sign with a clock in front of the building, lettering on the building facing Main St, metal awnings facing Main St, and a few wayfinding signs near the entrance of the building and parking lot. Staff has been working with designer Buzz Bizzell on these to match the citywide wayfinding package. The proposed agreement with DOT would have the City contract for the improvements, with reimbursement by DOT.

**D. Fiscal Considerations**

NCDOT will reimburse the City up to \$42,388.89 for the cost of improvements. This amount is sufficient to cover the scope of work proposed.

**E. Policy Issues**

None

**F. Legal Issues**

None

<b>G. Alternative Courses of Action and Recommendation</b>
--

1. **Approve the Budget Amendment and Resolution in support of the Reimbursement Agreement with NCDOT for wayfinding improvements to the Kannapolis Train Station (Recommended)**
2. Do not approve the Budget Amendment and Resolution
3. Table action to a future meeting.

ATTACHMENTS:

File Name

- ☐ NCDOT-City\_of\_Kannapolis-Reimbursement\_Agreement\_4.18.18.pdf
- ☐ Resolution\_Approving\_Reimbursement\_Agreement\_With\_NCDOT\_-\_Train\_Station\_(4-30-18).pdf
- ☐ Council\_BA\_18-17\_GRANT.pdf

NORTH CAROLINA  
CABARRUS COUNTY

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

DATE: April 18, 2018

AND

REIMBURSEMENT AGREEMENT

CITY OF KANNAPOLIS

WBS: 32218

**THIS REIMBURSEMENT AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Kannapolis, a municipal entity, hereinafter referred to as the "Municipality", and each individually, hereinafter referred to as a "Party," and collectively, as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Department is authorized in accordance with General Statutes of North Carolina, Section 136-44.36 and Section 136-44.38, to administer state railroad revitalization programs and provide state financial assistance for rail revitalization; and,

**WHEREAS**, the Department is designated by N.C.G.S. §136-44.36 as the agency of the State of North Carolina responsible for administering all federal and State programs related to railroad revitalization and grants the Department authority to do all things required under applicable federal and state legislation to administer properly the rail transportation programs within the State of North Carolina; and,

**WHEREAS**, the City of Concord/Concord Kannapolis Area Transit and the Department executed the Last Mile Transfer Program Agreement on March 16, 2017 to provide a wide range of benefits to ridership within the cities of Concord and Kannapolis; and,

**WHEREAS**, in an effort to improve ridership at the KAN station and improve the "Last Mile Connectivity", planning sessions between the Municipality and the Department were held and determined that better information and way finding signage were needed for the train station; and,

**WHEREAS**, the Municipality has requested the Department participate in the funding for train station signage enhancements, hereinafter referred to as the "Project", and;

**WHEREAS**, the Parties agree to participate in the cost of the Project as addressed in this Agreement and/or to assume the maintenance responsibilities as hereinafter set out; and,

**WHEREAS**, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to General Statute of North Carolina (NCGS) Section 136-18 to participate in the construction of the Project approved by the Board of Transportation, and,



**NOW, THEREFORE**, this Agreement states the promises and undertakings of each Party as herein provided, and the Parties do hereby covenant and agree, each with the other, as follows:

**1. SCOPE OF PROJECT**

The Project shall consist of the installation of Train Station Signage to include a large “clock” sign with printed schedule, lettering on the outside of the building, metal awnings with decorative brackets, and small parking and wayfinding signage at the Kannapolis Amtrak Train Station and in accordance with the attached design conceptual drawings and cost estimate, hereinafter referred to as the “Project”.

**2. DESIGN**

The Municipality, and/or its agent, has prepared design conceptual drawings and a cost estimate and submitted to the Department’s Rail Division for review and approval. Said drawings and cost estimate have been reviewed and approved by the Department’s Rail Division.

If the Municipality elects to procure professional services for the design of the Project, the Municipality must adhere to NCGS 143-64, Parts 31 and 32, and the Department’s *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated into this Agreement by reference as if fully herein set out.

**3. ENVIRONMENTAL/PLANNING DOCUMENTATION**

The Municipality shall be responsible for any required environmental documentation and/or securing any permits needed to construct the Project.

**4. RIGHT OF WAY (ROW)**

It is understood that all work shall be contained within the existing right of way.

**5. UTILITIES**

It is understood by all Parties that there are no utilities in conflict with the Project.

**6. CONSTRUCTION**

**A. CONSTRUCTION AUTHORIZATION**

Upon receipt of written authorization from the Department, the Municipality, and/or its agent, shall perform, or cause to be performed, the Project in accordance with all applicable State policies and procedures, standards, and specifications. The Municipality, and/or its agent, shall be responsible for all work, labor, materials, equipment, and other related items associated with the Scope of Work. Any work performed prior to written authorization to proceed from the Department will not be eligible for reimbursement.

**B. CONSTRUCTION PROCUREMENT**

The Municipality shall comply with all relevant state statutes, rules, and regulations in procuring goods and services from third parties for construction of the Project. Letting of contracts for construction and materials purchases shall be in accordance N.C.G.S. §143, Article 8.

**C. CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority and Women Businesses Enterprises (WBE/WBE), or as required and defined in or as required and defined in G.S. 136-28.4 and the North Carolina Administrative Code (N.C.A.C.) Title 19A Chapter 2, Subchapter D. These provisions are incorporated into this Agreement by reference.

**D. RIGHT TO INSPECT**

The Department has the right to inspect any portion of the work being performed by the Municipality or its contractors to ensure compliance with the provisions of this Agreement. Any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected by the Municipality.

**E. CONTRACTOR COMPLIANCE**

The Municipality, and/or its agents, will be responsible for ensuring that their contractor complies with all of the terms of the contract and any instructions issued by the Department as a result of any review or inspection made on the crossing closures by said representatives.

**F. CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

**G. SIGNAGE**

The Municipality, and/or its contractor shall provide and maintain adequate barricades, signs, flagmen, and other warning devices for the protection of the general public.

**H. E-VERIFY**

E-Verify is the federal program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The Parties warrant that they and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by any Party will be considered a breach of this Agreement, which entitles the other Parties to terminate this Agreement, without penalty, upon notice to the breaching Party.

**7. TIMEFRAME**

The Municipality shall provide the Department with a written notification of completion of the Project. The aforesaid written notification by the Municipality to the Department shall constitute the Project completion date. If, in the opinion of the Department, satisfactory progress has not been made within six (6) months after the execution of this Agreement the funds may be recalled by the Department. A thirty (30) day notice will be given prior to recall date. The Municipality may petition the Department at least sixty (60) days in advance of the expiration of this Agreement for an extension of a three (3) month period due to extenuating circumstances.

**8. MAINTENANCE**

Upon completion and acceptance of the Project, the Municipality shall maintain, make all necessary repairs, and assume all liability of the enhancement improvements, at no cost or expense whatsoever to the Department.

**9. REIMBURSEMENT**

The Department shall reimburse the Municipality for the actual cost of all work associated with the Project in an amount not to exceed \$42,388.89. Any costs that exceed this amount will be borne by the Municipality. The estimated cost of the Department's reimbursable expenses for the Project is \$42,388.89.

## **10. INVOICING AND REIMBURSEMENT TERMS**

### **A. SUBMITTAL OF INVOICE TO THE DEPARTMENT**

Upon Project Completion, the Municipality shall submit one (1) itemized invoice and any required supporting documentation to the Department's Rail Division for Project costs.

The request for reimbursement shall include, but not be limited to, the following: municipal invoices, contractor(s) invoices, materials invoices, proofs of payment of third party invoices, equipment invoices, and any other invoices that support the invoiced amount.

By submittal of the invoice to the Department, the Municipality certifies that it has adhered to all applicable State laws, policies, rules, regulations and statutes as set forth in this Agreement. Payment to the Municipality shall be made upon review and approval of the invoice by the Department's Rail Division, Office of the Inspector General, and Financial Management Division.

### **REIMBURSEMENT TERMS**

The Department, within thirty (30) calendar days of approval of the Municipality's itemized invoice by the Office of Inspector General and Financial Management Division for the Project work, shall submit the approved payment amount to the Municipality.

### **B. REIMBURSEMENT FOR FORCE ACCOUNT WORK**

Any work performed by Municipal force account must be preapproved in writing by the Department. Subsequent invoices shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for costs set forth in 2 C.F.R. 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and 2 C.F.R. § 225 (2015). Payment shall be based on actual cost incurred with the exception of equipment owned by the Municipality. Payment for use of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed. If work is performed by a contractor, said invoices shall show the contract cost.

## **12. RECORDS RETENTION**

Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Municipality with regard to the Project and to audit all books, records, and accounts pertaining to the Project including books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement once per calendar year with 30 days advance written notice to the Municipality during normal business hours of the Municipality and at the cost of the Department and/or Office of the State Auditor. In accordance with the North Carolina Administrative Code 09 (N.C.A.C.) 03M.0703, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years or until all audit exceptions have been resolved, whichever is longer, from the date of final payment of the final voucher for inspection and audit by the Department's Financial Management Section, Office of State Auditor, and/or any authorized representatives. The Municipality, and/or their Contractor, shall permit the Department and/or Office of State Auditor full access to the Project site before, during, and after construction.

### **13. AUDIT**

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal years' end, to include the years in which the Municipality expends funds and the years in which the Department pays funds to the Municipality.

### **14. OTHER PROVISIONS**

#### **A. AGREEMENT MODIFICATIONS**

Any modification to this Agreement will be agreed upon in writing by all Parties prior to being implemented.

#### **B. TRANSFER OF RESPONSIBILITIES**

The Department must approve any assignment or transfer of responsibilities of the Municipality set forth in this Agreement to other entities.

#### **C. INDEMNIFICATION OF DEPARTMENT**

To the extent authorized by State and Federal claims statutes, each Party shall be responsible for its respective actions under the terms of this Agreement, and indemnify and save harmless the other Party(s) for any claims for payment/damages/liabilities arising as a result of such action.

#### **D. DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this Agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

#### **E. AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### **F. TERMINATION OF PROJECT**

**(1)** The Department shall have the right to abandon the Project at any time it sees fit prior to the time the Municipality have been called upon to perform any part of its Agreement.

**(2)** If the Municipality decides to terminate the Project, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

#### **G. COMPLIANCE**

The Municipality, and or its agent, shall comply with the following federal policies: (a) Conflict of Interest; (b) Equal Employment Opportunity; and (c) Title VI – Civil Rights Act of 1964, as amended.

#### **H. FAILURE TO COMPLY**

Failure on the part of the Municipality to comply with the terms of this agreement shall be grounds for the Department to terminate participation in the cost of this Project, and this Agreement shall automatically terminate.

#### **15. ETHICS PROVISION**

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).

**IT IS UNDERSTOOD AND AGREED** that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of Parties to this Agreement.

IN WITNESS WHEREOF, this Reimbursement Agreement has been executed, in duplicate originals, the last day and year heretofore set out below, on the part of the Department and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

CITY OF KANNAPOLIS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Mike Legg

TITLE: \_\_\_\_\_

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by City Council of the City of  
Kannapolis as attested to by the signature  
of

\_\_\_\_\_  
Clerk of the City Council: (Date)

MUNICIPAL SEAL

Federal Tax Identification Number

\_\_\_\_\_  
City of Kannapolis

MAILING ADDRESS

City of Kannapolis  
401 Laureate Way  
Kannapolis, North Carolina 28081

ATTN: Mike Legg, City Manager

IN WITNESS WHEREOF, this Reimbursement Agreement has been executed, in duplicate originals, the last day and year set out below, on the part of the Department and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

ATTEST

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Elizabeth Smith

NAME: Julie White

TITLE: Processing Agent

TITLE: Deputy Secretary of Multi Modal  
Transportation

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS

North Carolina Department of Transportation  
Rail Division, Operations & Facilities Branch  
1553 Mail Service Center  
Raleigh, NC 27699-1553  
ATTN: Timothy McHugh  
[tmchugh@ncdot.gov](mailto:tmchugh@ncdot.gov)

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_  
(Date)

## **Attachment – Cost Estimate**



**Quote  
#32818**

March 28, 2018



**BIZZELLDISIGN**  
WAYFINDING PROGRAMS  
BRAND / IDENTITY  
URBAN IDEAS

Annette Privette Keller  
Director of Communications  
City of Kannapolis  
P.O. Box 1199  
Kannapolis, NC 28082-1199

**City of Kannapolis Amtrak Train Station**

All designs will be fabricated according to the attached drawings. Decorative cast aluminum sign poles coordinate with the street lamps. The sign panels are 1/8" Thick aluminum and the graphics are digitally printed aluminum. The monument quality clock is a working with an electronic movement system. The schedule is also digitally printed. Wall mounted lettering is custom cast polycarbonate ( lifetime warranty ) with bronze finish.

Project Management: Includes final working drawings and production of full scale patterns. Coordination of vendors and on site installation supervision.....\$4000.00

A- Large "Clock" sign with printed schedule.....	\$11,600.00
B- Monument Quality ( 100 years ) station clock.....	\$6545.00
C- Wall Mounted Prismatic Lettering ( Kannapolis Train Station ).....	\$2648.00
D- Small DF Wayfinding.....	\$3100.00
E- 2 - Deluxe Parking.....	\$6400.00
F - 3- Ten feet wide standing seam metal awnings with decorative brackets.....	\$6340.00
<b>Total Signage.....</b>	<b>\$36633.00</b>
<b>Installation.....</b>	<b>\$3100.00</b>
<b>NC Sales Tax.....</b>	<b>\$2655.89</b>

**Project Total Cost.....\$42,388.89**

Respectfully Submitted

HL ( Buzz) Bizzell, SEGD, IDSA  
President - Creative Director

## **Attachment - Design Conceptual Drawings**



### Signage designs for Amtrak Train Station

Our goal is to forge a connection from the train station to downtown shops and restaurants. Future development of entertainment districts and existing shops and restaurants will encourage train station interest and travel options.

August 4, 2016





ANNETTE PRIVETTE KELLER  
DIRECTOR OF  
COMMUNICATIONS  
CITY OF KANNAPOLIS  
P.O. Box 1199  
KANNAPOLIS, NC 28082-1199

PROJECT DESIGNER:

H.L. BIZZELL, SEGD, IDSA

BIZZELL DESIGN, INC.  
P.O. Box 1809  
DAVIDSON, NC 28036  
(704) 651-3528

BUZZ.BIZZELL@GMAIL.COM

STRUCTURAL ENGINEER:

CLINTON D. ROBERTSON, PE,  
LEED AP BD+C

CDR+ASSOC STRUCTURAL  
ENGINEERS  
STRUCTURAL INSPECTION  
SPECIALIST

8611 CONCORD MILLS BLVD.,  
STE. 160  
CONCORD, NC 28027

(980) 224-2237

B

Prismatic stud mounted letters help to create a sense of arrival and a memorable image for the city.

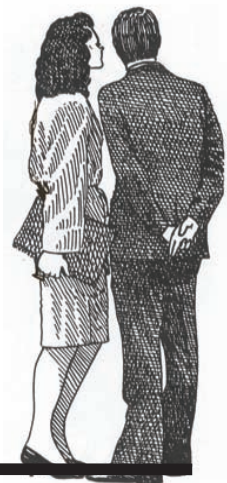
Prismatic stud mounted letters help to create a sense of arrival and a memorable image for the city.

5'-0"

The working clock is a classic iconic image for a train station. The modern version makes it relevant to the "New" downtown Kannapolis.

9'-0"

The back of this sign can have a map of downtown area.



KANNAPOLIS  
STATION

One-Way	\$5.25	+
10 Ride	\$50.00	+
25 Ride	\$118.25	+
Monthly	\$155.25	+
Shopping Cart		
One-Way	MILLENNIUM TO E. CHICAGO	1 -

Wayfinding signage not only directs arriving passengers to the right place, It will let visitors know there are things to do just a short walk away.

C



A

The clock, free standing sign and the Amtrak schedule brings much needed life to S. Main St.



ANNETTE PRIVETTE KELLER  
DIRECTOR OF  
COMMUNICATIONS  
CITY OF KANNAPOLIS  
P.O. Box 1199  
KANNAPOLIS, NC 28082-1199

PROJECT DESIGNER:

H.L. BIZZELL, SEGD, IDSA

BIZZELL DESIGN, INC.  
P.O. Box 1809  
DAVIDSON, NC 28036  
(704) 651-3528

BUZZ.BIZZELL@GMAIL.COM

STRUCTURAL ENGINEER:

CLINTON D. ROBERTSON, PE,  
LEED AP BD+C

CDR+ASSOC STRUCTURAL  
ENGINEERS  
STRUCTURAL INSPECTION  
SPECIALIST

8611 CONCORD MILLS BLVD.,  
STE. 160  
CONCORD, NC 28027  
(980) 224-2237

Lettering mounts to the front of building

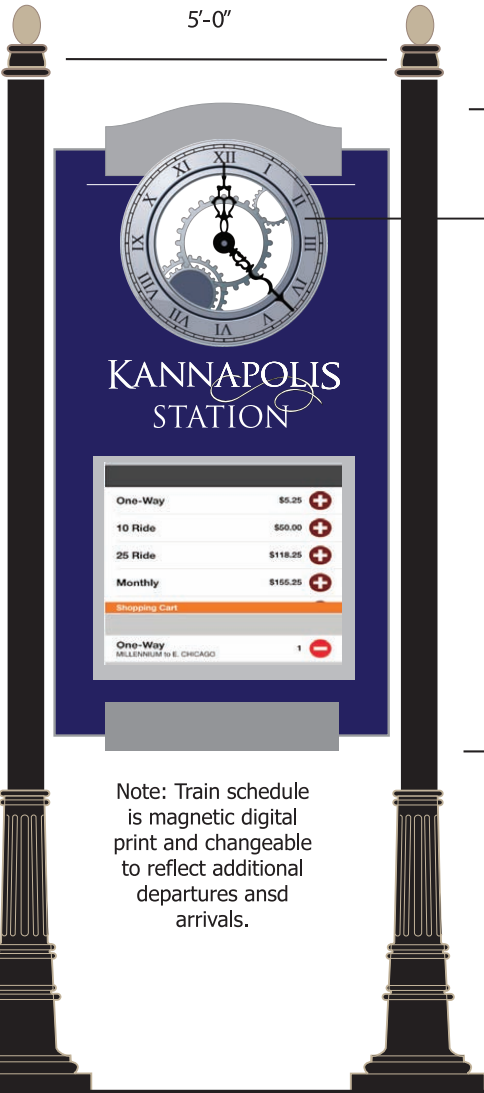


Note: Prismatic letters are custom cast polymer ( lifetime guarantee ) they will be stud mounted into the brick surface.

Note: Parking signage will encourage visitors to explore downtown shops and restaurants.



2- Required

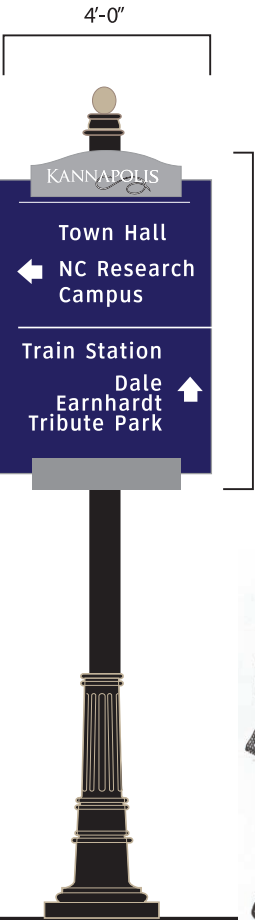
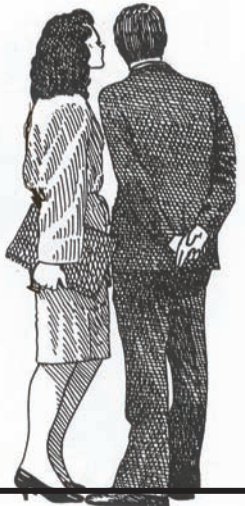


Note: Train schedule is magnetic digital print and changeable to reflect additional departures and arrivals.

1- Required

The working clock is a classic iconic image for a train station. The modern version makes it relevant to the "New" downtown Kannapolis.

The back of this sign can have a map of downtown area.



1- DF - Required



**RESOLUTION APPROVING  
REIMBURSEMENT AGREEMENT  
WITH NCDOT RELATING TO  
THE KANNAPOLIS TRAIN STATION**

WHEREAS, the City of Kannapolis (“City”) has received an offer from NCDOT to provide funds for wayfinding signage and other improvements (the “Improvements”) at the Kannapolis Train Station; and

WHEREAS, the project scope for the Improvements anticipates that the City will acquire and construct the Improvements and will be reimbursed thereafter by NCDOT up to \$42,388.89, the anticipated cost for the entire scope of work; and

WHEREAS, the City Council desires to amend the 2017-2018 Budget Ordinance to provide for Downtown Fund expenditures in the amount of \$42,389 which will provide initial city funding for the Improvements; and

WHEREAS, the City Council finds that the proposed Improvements are an aesthetic enhancement to the train station and a benefit to the citizens of the City.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby finds that execution of the Reimbursement Agreement should be, and is, hereby approved; and

BE IT FURTHER RESOLVED, the City manager is authorized to execute the Reimbursement Agreement on behalf of the City subject to minor modifications that are consistent with this Resolution; and

BE IT FURTHER RESOLVED, that the proposed Ordinance Amending the 2017-2018 Budget Ordinance is hereby approved.

This 14<sup>th</sup> day of May, 2018.

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Milton D. Hinnant, Mayor

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Bridgette Bell, MMC, NCCMC  
City Clerk

**ORDINANCE AMENDING BUDGET FOR THE  
CITY OF KANNAPOLIS, NORTH CAROLINA  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2017  
AND ENDING JUNE 30, 2018  
Amendment # 18-17**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14th day of May 2018, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018 is hereby adopted:

**SECTION I – DOWNTOWN FUND**

Expenditures:

Increase R&M Grounds	
Expenditure: 80000-44350	\$42,389

Revenues:

Increase State Grants	
Revenue: 80000-34000	\$42,389

This ordinance is approved and adopted this 14<sup>th</sup> day of May 2018.

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Milton D. Hinnant, Mayor

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Bridgette Bell, MMC, NCCMC  
City Clerk



**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Macedonia Church Road R-O-W Abandonment

**A. Action Requested by City Council**

**Motion to approve a Resolution stating the intent of the City to consider withdrawal from dedication a portion of R-O-W known as Macedonia Church Road and establish a Public Hearing date.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

The property owner has requested the closure of a portion of R-O-W known as Macedonia Church Road to facilitate the Amazon Project. All necessary documents have been received. Staff has reviewed all documents and finds no reason to deny the request for closure.

**D. Fiscal Considerations**

None

**E. Policy Issues**

The approval of this recommendation is in keeping with the practice of City Council of vacating easements that are no longer necessary for public use, returning the land to private ownership.

**F. Legal Issues**

None



<b>G. Alternative Courses of Action and Recommendation</b>
--

1. **Motion to approve a Resolution stating the intent of the City to consider withdrawal from dedication a portion of R-O-W known as Macedonia Church Road and establish a Public Hearing date for June 11, 2018 (Recommended)**
2. Do not approve Resolution
3. Table to a future meeting

ATTACHMENTS:

File Name

- ❑ 2018\_05-14\_Resolution\_of\_Intent\_to\_Close\_Macedonia\_Church\_Road\_R-O-W.pdf
- ❑ Survey\_map\_of\_Macedonia\_Church\_Road\_ROW\_Abandonment\_-\_Project\_Hercules.pdf
- ❑ Macedonia\_Church\_Road\_-\_Amazon\_ROW\_Abandonment.pdf

**A RESOLUTION STATING THE INTENT OF THE  
CITY OF KANNAPOLIS TO CONSIDER CLOSING  
A PORTION OF R-O-W KNOWN AS MACEDONIA CHURCH ROAD  
AS DESCRIBED HEREIN AND ESTABLISHING THE DATE OF  
PUBLIC HEARING ON THE QUESTION OF SUCH CLOSING**

**BE IT RESOLVED** by the City Council of the City of Kannapolis:

**Section 1.** That it is the intent of the City Council of the City of Kannapolis to consider closing a portion of R-O-W known as Macedonia Church Road as a described Public Street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina.

**LEGAL DESCRIPTION**

Beginning at a found #4 rebar along the southern margin of the right-of-way of Barr Road (SR 1621), formerly Macedonia Church Road (DB 2974 PG 165), adjoining the property of Kannapolis Logistics Center, LLC property (GIS Parcel ID# 4691795393) as recorded in Deed Book 12614 at page 286, having NCGS grid coordinates Northing=619,612.61 and Easting=1A98A34.55, thence with the right of way of Macedonia Church Road the following seven (7) courses and distances, (1) N44°10'54"W 18.56' to a found R/W disc; thence (2) N35°46'22"W 237.51' to a point; thence (3) N33°13'41"W 467.99' to a point; thence (4) N62°15'37"E 104.94' to a point; thence (5) S31°32'06"E 387.08' to a point; thence (6) S46°50'35"E 177.66' to a point; thence (7) N45°54'05"E 74.41' to a found R/W disc (disturbed) along the western margin of Barr Road; thence S15°52'19"W 256.45' to the point and place of beginning, containing 1.679 acres.

**Section 2.** That a Public Hearing on the question of such closing the above described right-of-way will be held at 401 Laureate Way, Kannapolis, North Carolina, at 6:00 o'clock p.m. on the 11th of June 2018 at which time plans for such closing will be explained and all persons will be given an opportunity to be heard.

**Section 3.** That notice of said closing and Public Hearing shall be given by publication, mailing and posting as required by law.

Adopted this 14<sup>th</sup> day of May 2018.

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Milton D. Hinnant, Mayor

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Bridgette Bell, MMC, NCCMC  
City Clerk

NOTES

THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY.

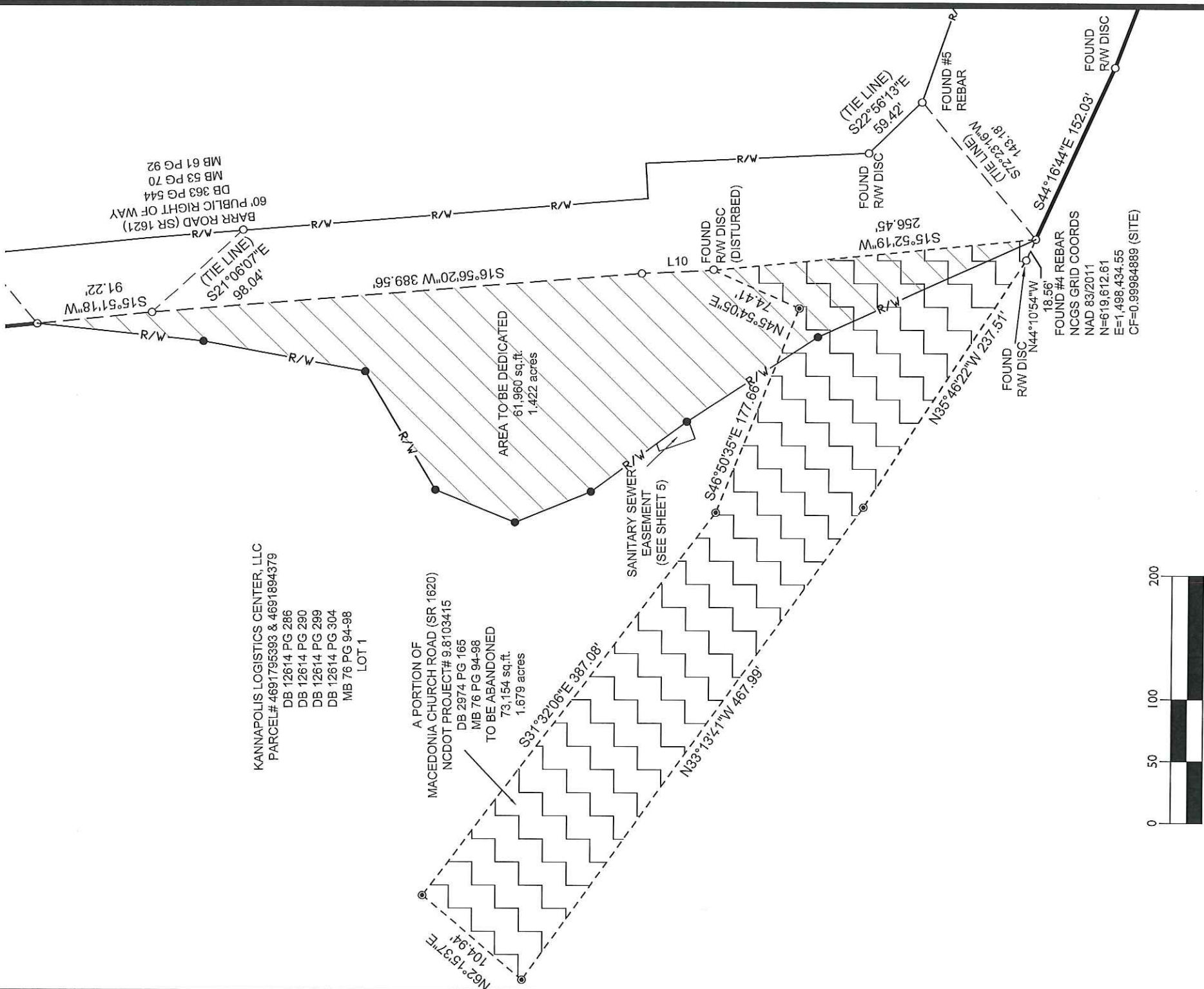
AREAS COMPUTED BY COORDINATE METHOD.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

THE PURPOSE OF THIS PLATTED EXHIBIT IF FOR RIGHT-OF-WAY ABANDONMENT PURPOSES ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

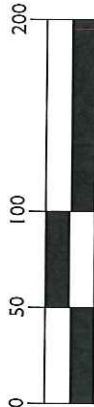
VICINITY MAP

NOT TO SCALE



KANNAPOLIS LOGISTICS CENTER, LLC  
PARCEL# 4691795393 & 4691894379  
DB 12614 PG 286  
DB 12614 PG 290  
DB 12614 PG 299  
DB 12614 PG 304  
MB 76 PG 94-98  
LOT 1

A PORTION OF  
MACEDONIA CHURCH ROAD (SR 1620)  
NCDOT PROJECT# 9.8103415  
DB 2974 PG 165  
MB 76 PG 94-98  
TO BE ABANDONED  
73,154 sq.ft.  
1.679 acres



(IN FEET)  
1 inch = 100 ft.



**BURTON**  
ENGINEERING  
1555 PARKVIEW RD STE 100  
CHARLOTTE NC 28210  
(770) 453-0881  
burtonengineering.com

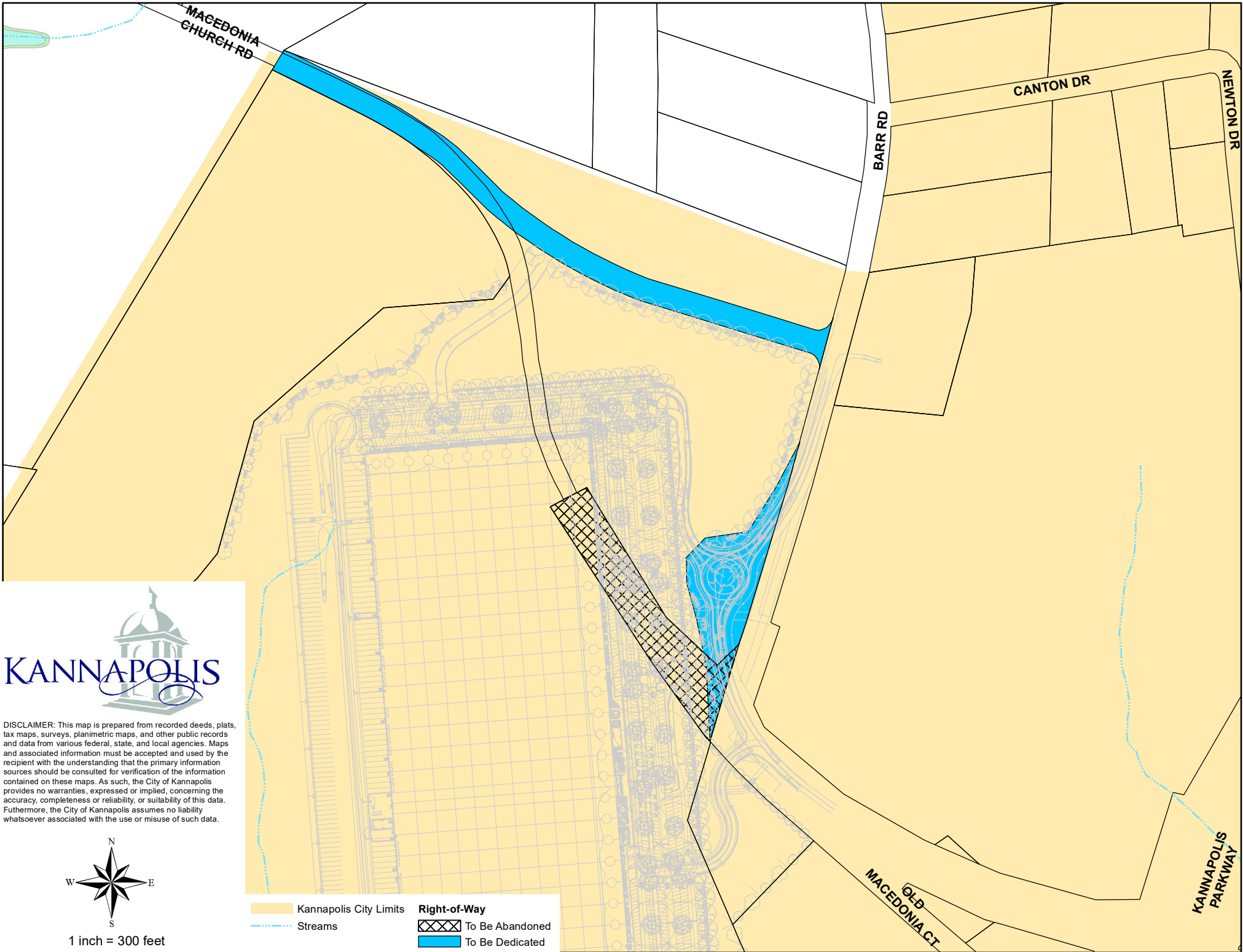
PROJECT NUMBER  
017.655.003

DATE  
05/01/2018

R/W ABANDONMENT EXHIBIT OF  
MACEDONIA CHURCH ROAD  
PROJECT HERCULES (CLT3)

OWNER: KANNAPOLIS LOGISTICS CENTER, LLC  
LOCATED IN TOWNSHIP #3 AND #4, CABARRUS COUNTY, NC

CLIENT: TPA GROUP  
3350 RIVERWOOD PARKWAY, SUITE 750  
ATLANTA, GA 30339





**City of Kannapolis  
City Council Meeting  
May 14, 2018  
Staff Report**

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

**A. Action Requested by City Council**

**GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area (Mayor Pro tem Berry)**

**MOTION TO 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