



## KANNAPOLIS CITY COUNCIL

MEETING AGENDA  
Kannapolis City Hall  
401 Laureate Way, Kannapolis NC  
January 14, 2019  
6:00 PM

Please turn off cell phones or place on silent mode.

### CALL TO ORDER AND WELCOME

### MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE

### ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

### PROCLAMATIONS

1. Dr. Martin Luther King, Jr., Day - January 21, 2019

### RECOGNITIONS

1. Administer the Oath of Office to Mayor Pro tem Roger Haas (**Bridgette Bell, City Clerk**)
2. Certificates of Appreciation to Officers Participating in Big Brothers Big Sisters (**Police Chief JW Chavis**)

### APPROVAL/CORRECTION OF MINUTES

1. November 26, 2018 Regular Meeting
2. December 17, 2017 Regular Meeting
3. Closed Session November 26, 2018
4. Closed Session December 17, 2018

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

1. Lease for Floyd Street Communication Tower (**Walter M. Safrit, II, City Attorney**)
2. Ordinance amending the Budget for FY18-19 and Motion to approve a Reimbursement Resolution related to the Demonstration Project Parking Deck (**Eric Davis, Finance Director**)
3. Ordinance amending the Budget for FY18-19 related to the North Carolina Housing Finance Agency (NCHFA) Grant Matching Funds (**Irene Sacks, Director of Economic & Community Development**)
4. Ordinance amending the Budget for FY18-19 related to the Kannapolis Logistics Center NCDOT Improvement Package Reimbursement (**Eric Davis, Finance Director**)
5. Resolution amending the 2019 regular meeting schedule (**Mike Legg, City Manager**)

## **BUSINESS AGENDA**

- A. Public Hearing - Zoning Map Amendment (CZ-2018-04) Amendment to the previously approved rezoning plan for a property located on an unaddressed parcel Concord Lake Rd., zoned Planned Unit Development to allow a change to the proposed amenity use for the townhome portion of the development.(**Zachary D. Gordon, AICP, Planning Director**)
- B. Public Hearing - Text Amendment (TA-2018-08) - Consider a text amendment to Section 2.2.3.1 of the Unified Development Ordinance amending the alternate membership requirements for Board of Adjustment (BOA) (**Zachary D. Gordon, AICP, Planning Director**) (**SECOND READING**)
- C. Public Hearing - Text Amendment (TA-2018-09) - Consider a text amendment to Section 3.7.2.5 of the Unified Development Ordinance (UDO) amending the timeline for a Board of Adjustment (BOA) approved Order to be signed and considered a final decision (**Zachary D. Gordon, AICP, Planning Director**) (**SECOND READING**)
- D. Public Hearing - Request to consider withdrawal from dedication an unopened R-O-W known as Kenneth Street located south of Kimball Street (**Wilmer Melton, III, Director of Public Works**)
- E. Public Hearing - Request to consider withdrawal from dedication an unopened R-O-W known as Mary Street located south of Kimball Street (**Wilmer Melton, III, Director of Public Works**)

## **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; G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area and G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters (Mayor Pro tem Haas)

## **MOTION TO CONTINUE MEETING TO JANUARY 28, 2019, 4:30 PM, CITY HALL EXECUTIVE CONFERENCE ROOM**

## **UPCOMING SCHEDULE**

January 28  
February 11  
February 25

## **ADA Notice and Hearing Impaired Provisions**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service or activity of the City of Kannapolis, should contact the office of Tina H. Cline, Human Resource Director by phone at 704-920-4302 or email at [tcline@kannapolisnc.gov](mailto:tcline@kannapolisnc.gov) as soon as possible, but no later than forty-eight (48) hours before the scheduled event.





*Office of the Mayor*

**KANNAPOLIS, NORTH CAROLINA  
P R O C L A M A T I O N**

***“Dr. Martin Luther King, Jr., Day”***

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

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

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

**NOW, THEREFORE, I, MILTON DARRELL HINNANT**, Mayor of the City of Kannapolis, North Carolina by virtue of the authority vested in me as Mayor, do hereby proclaim Monday, January 21, 2019 as:

**"DR. MARTIN LUTHER KING, JR. DAY"**

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



**IN WITNESS WHEREOF** I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 14th day of January 2019.

*Milton D. Hinnant*



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Woody Chavis, Police Chief  
**TITLE:** Officers Participating in Big Brothers Big Sisters

**A. Action Requested by City Council**

Recognition only

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

Presentation Only, no action required

**C. Background**

For the past two years several Kannapolis Police Officers have joined forces with Big Brothers Big Sisters of Central Carolinas. They volunteered to be mentors to young boys at Forrest Park Elementary School. This specific program is called "Bigs in Blue". This is a great program to improve relationships between the police and young children of elementary age.

Some of the benefits that we have seen or have been confirmed by school staff are listed below.

- Improved relationships and social skills with peers and adults
- The child makes positive choices and overall better behavior
- Improved self esteem
- increased academic aspirations (the child is more engaged in school and wants to do well)

Specifically with the "Bigs in Blue" matches:

- The Little Brothers have built trust with their officer mentor and have developed a positive attitude towards law enforcement officers
- Little brothers think about and make positive choices in an effort to make their Big Brother proud of them
- Classmates of Little Brothers also have a more positive attitude toward police officers
- Some Little Brothers would like to be like their Big Brother and become a police officer when they grow up.

We would like to see this program grow over the next few years and expand to other elementary schools in Kannapolis.

The officers participating at this time are:

- Brett Wilhelm
- Lamar Harper
- Michael Smith
- Stephen Johnson
- Wesley Wilson
- David Archie

<b>D. Fiscal Considerations</b>
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None

<b>E. Policy Issues</b>
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None

<b>F. Legal Issues</b>
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None

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

ATTACHMENTS:

File Name

No Attachments Available

**CITY OF KANNAPOLIS  
COUNCIL MEETING  
November 26, 2018**

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, November 26, 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

Mayor Pro tem: Dianne Berry

Council Members: Ryan Dayvault  
Van Rowell  
Doug Wilson  
Roger D. Haas  
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:	Ernie Hiers	Wilmer Melton
	Tony Eury	David Jordan
	Eric Davis	Annette Privette-Keller
	Zac Gordon	Irene Sacks
	Trent Marlow	Gretchen Coperine
	Terry Clanton	Donie Parker

Visitors Present:	Tim Richards	Nate Baker
	Craig Richardson	Rebecca Daugherty
	Scott Hinson	Tommy Garver
	Jeff Parker	JoAnn Crosby
	Nathan Payne	Ryan French
	Lester Sisk	John Tuttle
	Larry Ensley	

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 Mayor Hinnant noted a revised Agenda moving Business Agenda Item F- 610 Kansas Street Upset  
7 Bid to Business Agenda A. There was no objection.  
8

9 Council Member Wilson made a motion to approve the revised agenda. Motion was seconded by  
10 Council Member Dayvault and approved by unanimous vote.  
11

12 **APPROVAL/CORRECTION OF MINUTES:**

13 Council Member Kincaid made a motion to approve the October 17, 2018 special meeting minutes.  
14 Motion was seconded by Mayor Pro tem Berry and approved by unanimous vote.  
15

16 Council Member Dayvault made a motion to approve the October 22, 2018 meeting minutes.  
17 Motion was seconded by Council Member Wilson and approved by unanimous vote.  
18

19 Council Member Kincaid made a motion to approve the November 12, 2018 meeting minutes.  
20 Motion was seconded by Council Member Wilson and approved by unanimous vote.  
21

22 Council Member Haas made a motion to approve the October 17, 2018 Closed Session meeting  
23 minutes. Motion was seconded by Mayor Pro tem Berry and approved by unanimous vote.  
24

25 Council Member Dayvault made a motion to approve the October 22, 2018 Closed Session  
26 meeting minutes. Motion was seconded by Council Member Kincaid and approved by unanimous  
27 vote.  
28

29 Mayor Pro Tem Berry made a motion to approve the November 12, 2018 Closed Session meeting  
30 minutes. Motion was seconded by Council Member Dayvault and approved by unanimous vote.  
31

32 **FIRST READING**

33 TA-2018-08 - Text Amendment – Article 2, Board of Adjustment, Section 2.2.3 .1 - Consider a  
34 text amendment to Section 2.2.3.1 of the Unified Development Ordinance amending the  
35 membership requirements for the appointment of alternate members to the Board of Adjustment  
36 (BOA). (Copy included as Exhibit A)  
37

38 TA-2018-09 – Text Amendment – Board of Adjustment Approved Orders and Timeline - Consider  
39 a text amendment to Article 3 – Appeals and Variances, Section 3.7.2.5 – Procedures, of the  
40 Unified Development Ordinance amending the timeline for a Board of Adjustment (BOA)  
41 approved Order to be signed and considered a final decision. (Copy included as Exhibit B)  
42

43 **CONSENT AGENDA:**

44 Council Member Dayvault made a motion to approve the Consent Agenda. Motion was seconded  
45 by Council Member Wilson and approved by unanimous vote.

1 Request to consider withdrawal from dedication an unopened right-of-way known as Kenneth  
2 Street located south of Kimball Street and establish a Public Hearing date of January 14, 2019  
3 (Wilmer Melton III, Director of Public Works) (Copy included as Exhibit C)  
4

5 Request to consider withdrawal from dedication an unopened right-of-way known as Mary Street  
6 located south of Kimball Street and set a Public Hearing date for January 14, 2019 (Wilmer Melton  
7 III, Director of Public Works). (Copy included as Exhibit D)  
8

9 Oakwood Avenue Sidewalk Project TIP # C-4916 C and Reimbursement Resolution (Wilmer  
10 Melton, III, Director of Public Works) (Copy included as Exhibit E)  
11

12 **BUSINESS AGENDA:**  
13

14 **Final high bid offer related to the Upset Bid Sale of City Owned Property Located at 610 Kansas**  
15 **Street (Mike Legg, City Manager) (Copy included as Exhibit F)**

16 City Manager Legg reported that the City Council approved a Resolution at their July 14, 2018  
17 meeting authorizing the upset bid process for selling of the property. The property is located on  
18 Kansas Street and was then used by the Public Works Department, but no longer needed. After the  
19 completion of five (5) rounds of upset bids, Staff has received a final bid for the 0.24 acre. After  
20 the close of the last ten (10) day upset bid period, the \$56,103.20 offer by BPH Property  
21 Management, LLC stands as the final high offer. The original offer made by Matthew C. Erich  
22 was \$45,000. The total tax value for the land and buildings located on the property is \$78,730.  
23

24 At the last Council meeting, Council tabled action to this meeting in order to clarify the intended  
25 uses for the property and the zoning classification. The 0.24 acre lot is zoned C-2 (Commercial).  
26 BPH Property Management will utilize the buildings to store home furnishing and accessories used  
27 in staging homes they buy and sell. BPH Property Management intends to paint and clean up the  
28 property, add a new roof and concrete the dirt end bay. Of course, any permitted use in the C-2  
29 district would be permitted here in the future (subject to site plan review and approval). Mr. Scott  
30 Hinson was in the audience to answer any questions from Council.  
31

32 There being no questions, Council Member Dayvault made a motion to approve final high offer  
33 of \$56,103.20 and authorize the City Manager to negotiate and execute the necessary documents  
34 to consummate the conveyance of the property to the final high bidder, BPH Property  
35 Management, LLC. Motion was seconded by Council Member Wilson and approved by  
36 unanimous vote.

37 **Public Hearing for Voluntary Contiguous Annexation of Property at 3901 Shiloh Church Road**  
38 **(PIN 4672-69-4483- Voluntary contiguous annexation of property to be combined with previously**  
39 **annexed property to accommodate a proposed residential subdivision of approximately 190 homes**  
40 **(Gretchen Coperine, Senior Planner) (Copy included as Exhibit G)**

41 Ms. Coperine gave a presentation regarding the request for voluntary annexation of property 3901  
42 Shiloh Church Road (PIN 4672-69-4483- Voluntary contiguous annexation of property to be  
43 combined with previously annexed property to accommodate a proposed residential subdivision  
44 of approximately 190 homes. Ms. Coperine provided the following information:  
45

- Property Owner: Terri Gardner Sides
- Applicant: Shiloh Church Development Group
- Property Location: 3901 Shiloh Church Road
- Property Area: Approximately 12.079 +/- acres
- Parcel Identification Number: (4672-69-4483)
- Existing Zoning: Cabarrus County Zoning Designation CR (Countryside Residential)
- Proposed Zoning: To Be Determined

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

Prior to considering the Annexation Ordinance, pursuant to NCGS 160A-31, the City Council must first direct the City Clerk to investigate the sufficiency of the petition to annex. City Council must also adopt a Resolution of Intent to Annex and fix a public hearing date for consideration of the petition.

The City Clerk presented a Certificate of Sufficiency for the proposed annexation at Council's November 12, 2018 meeting. Thereafter Council adopted a Resolution of Intent to Annex and fixed a date of Public Hearing for November 26, 2018. Public notice for this public hearing was provided on November 16th and 23<sup>rd</sup>.

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

Council Member Haas made a motion to approve an Ordinance to Extend the Corporate Limits of the City of Kannapolis to include approximately 12.079+/- acres of property located at 3901 Shiloh Church Road (Cabarrus County PIN (PIN) 4672-69-4483. Motion was seconded by Council Member Dayvault and approved by unanimous vote.

#### **Presentation of Fiscal Year 2018 Audit (Eric Davis, Finance Director) (Copy included as Exhibit H)**

Mr. Davis introduced Brandi Fesperman of Martin Starnes, who was in the audience.

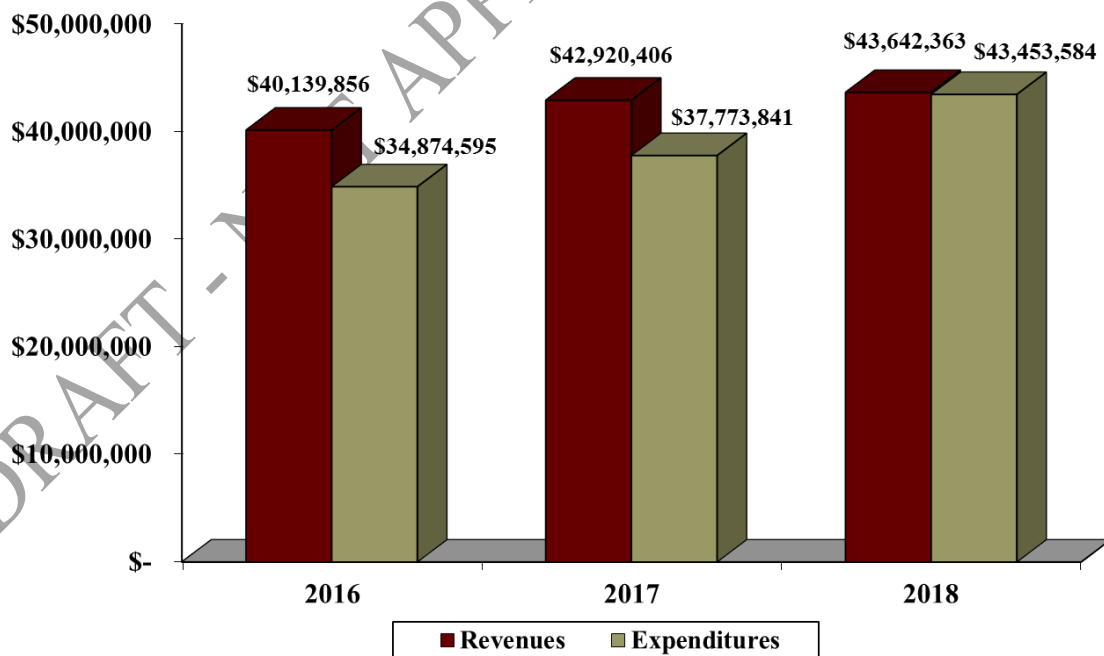
Mr. Davis explained that two recent financial reports point to the positive financial health of the City of Kannapolis. A recent audit report of the City's finances shows the City is financially sound and therefore received a "clean" or "unmodified" opinion. The unmodified opinion from the

auditors of Martin and Starnes, an independent auditing firm, means the City has no weaknesses, no issues and no findings that would signal any problems with the financial health of the City. The audit report found the City has a healthy fund balance (savings account). The state requires Kannapolis have a minimum of eight percent of the general fund in the fund balance in case of emergencies or unexpected expenses. Kannapolis currently has 22% of operating expenses in the fund balance account. This represents nearly three times the minimum amount recommended by the State. The City receives an audit each year in order to meet legal requirements, to be transparent and to ensure there are no issues with the accounting procedures of the municipality.

The City also recently received new ratings from Standard and Poor's (S&P). The City received an AA- credit rating and an A+ limited obligation bond rating. The City was positively recognized by the firm for its strong management, with good financial policies and practices; strong budgetary performance, very strong budgetary flexibility; very strong liquidity; very weak debt and very strong institutional framework.

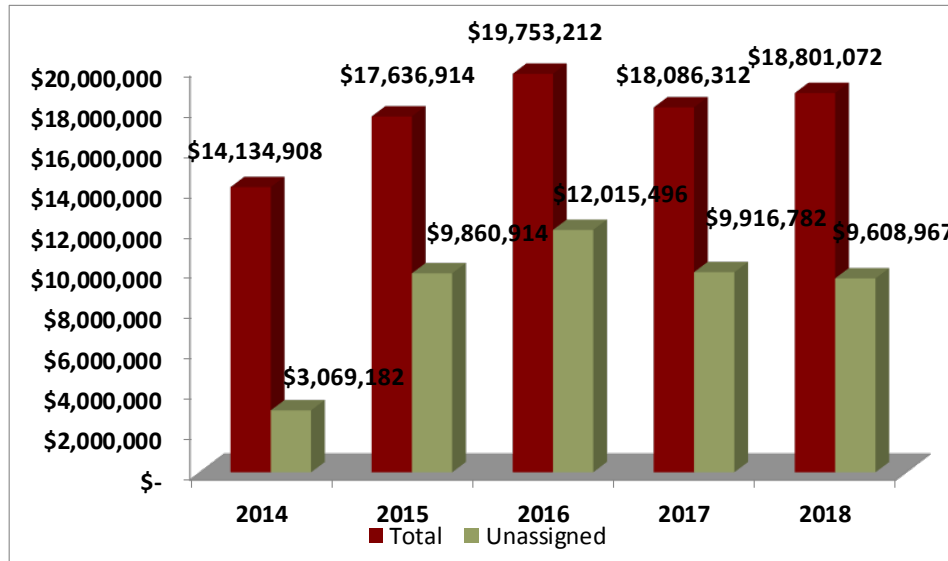
With a healthy financial status, the City is able to move forward with capital projects, secure funding for joint projects; solicit economic development initiatives and more.

#### **GENERAL FUND SUMMARY**





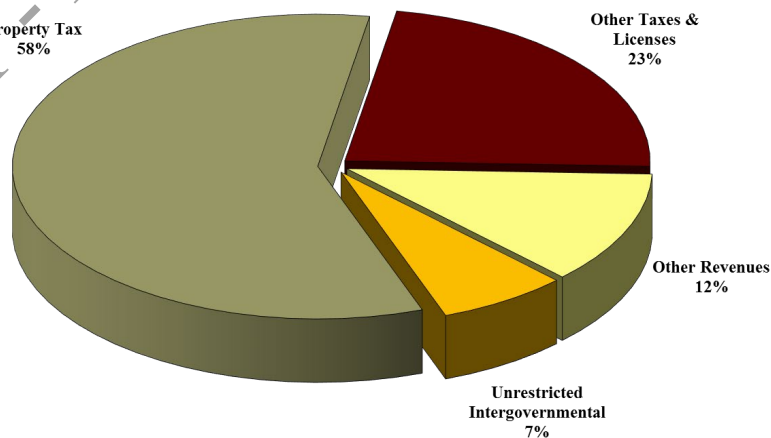
## GENERAL FUND ~ FUND BALANCE



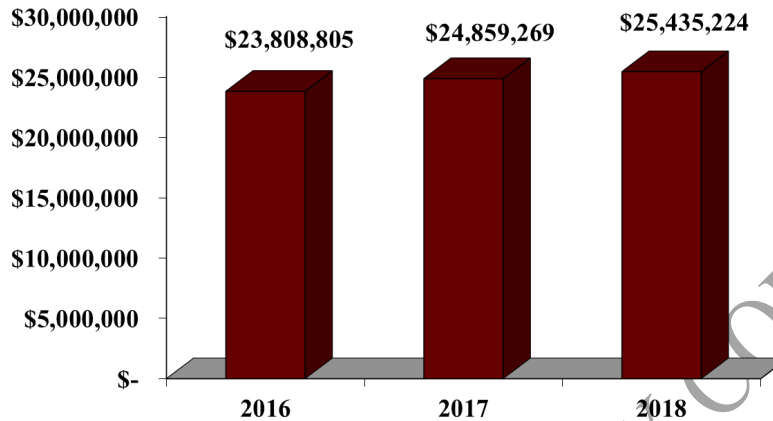
## GENERAL FUND – FUND BALANCE - HISTORY

	2013	2014	2015	2016	2017	2018
Unassigned:	17.3%	9.9%	30.3%	34.5%	*26.3%	22.1%
Total:	23.3%	45.6%	54.1%	56.6%	47.9%	43.3%

## TOP 3 REVENUES: GENERAL FUND

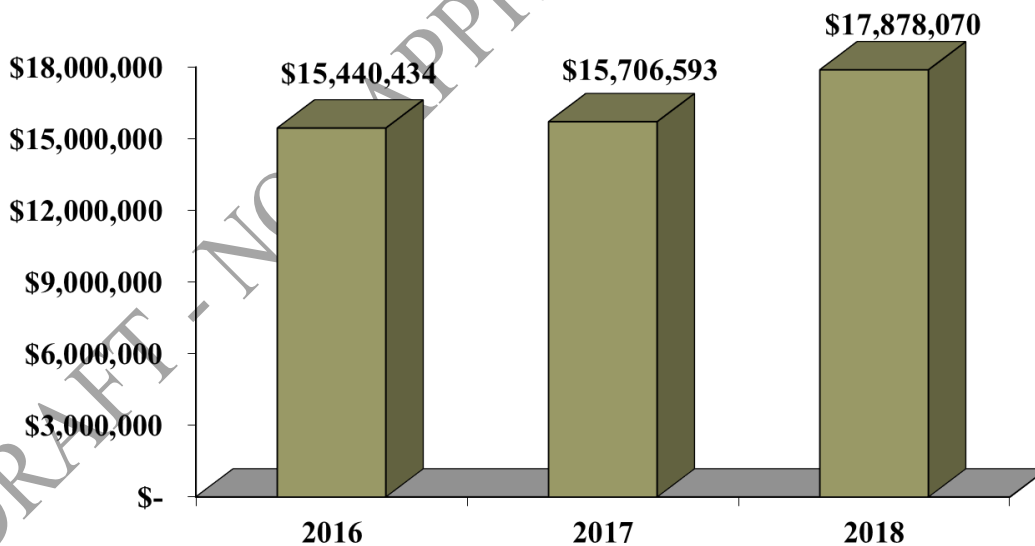


**PROPERTY TAX**



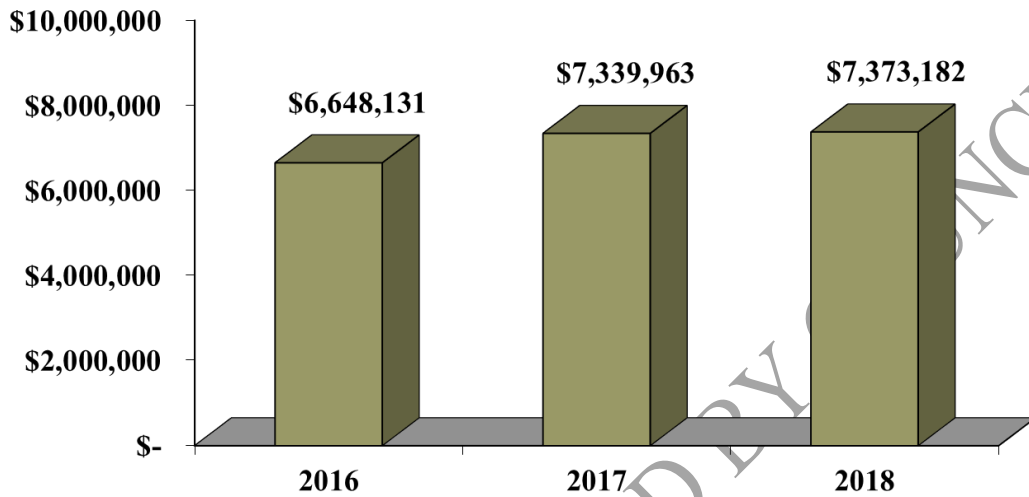
Property Tax increased from \$23,808,805 in 2016 to \$25,435,224 in 2018 mainly due to the growth in assessed value of property. Cabarrus and Rowan County also has a very strong collection rate and provide an excellent service to the City.

**PUBLIC SAFETY**

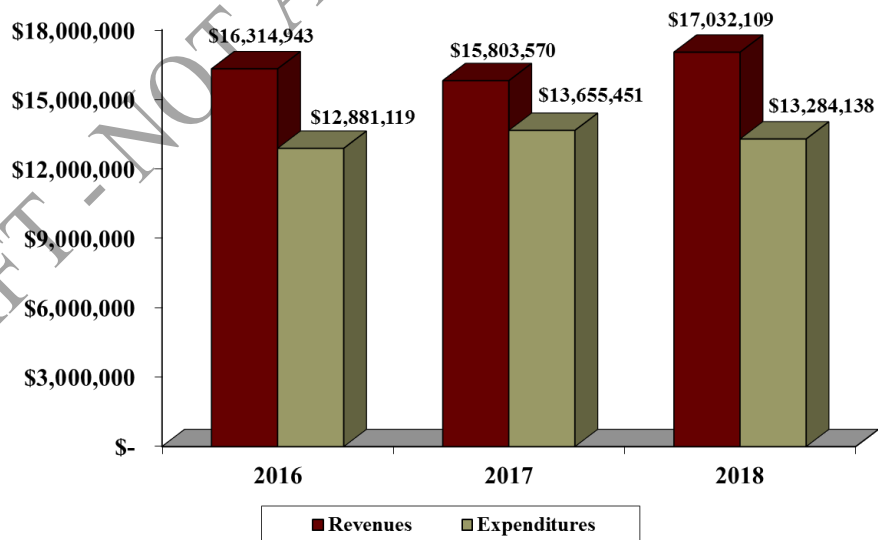


Public Safety (Police and Fire) Fiscal Year 2017 shown an increase of \$2.1 million due to the purchase of one Ladder Truck and one Engine Truck.

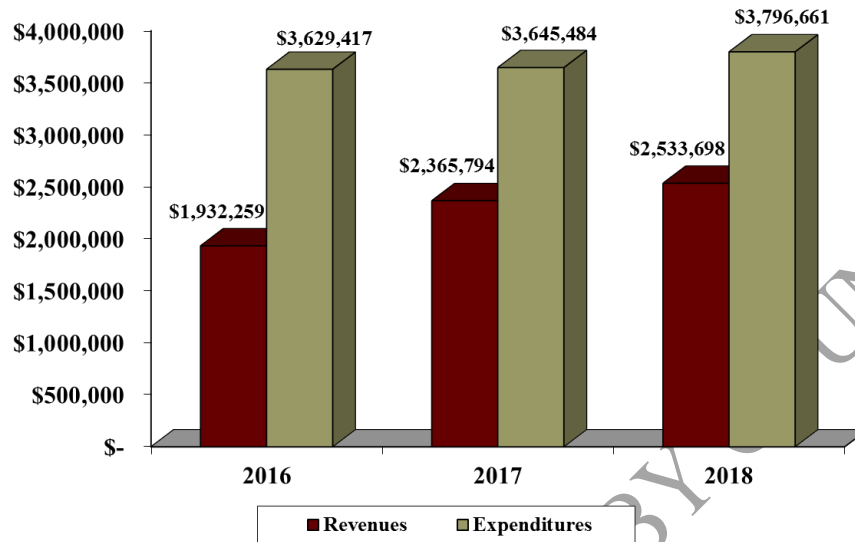
**DEBT SERVICE**



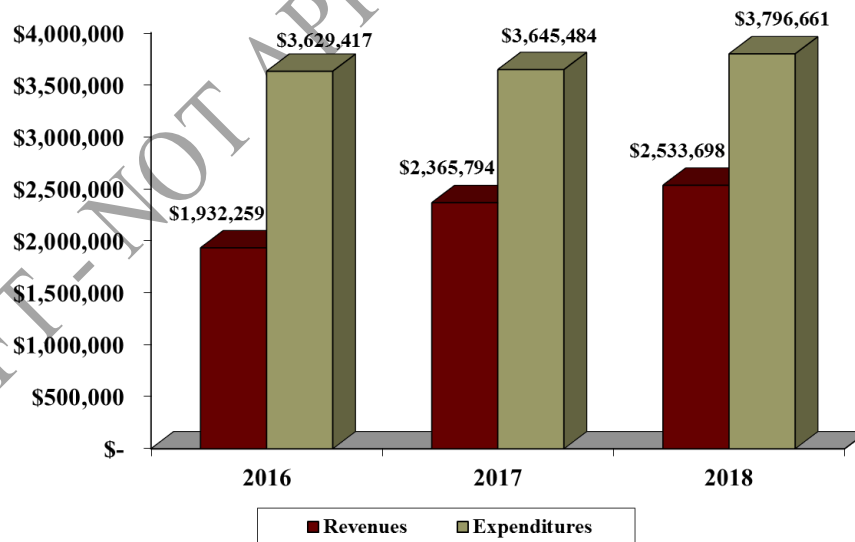
**WATER AND SEWER FUND SUMMARY**



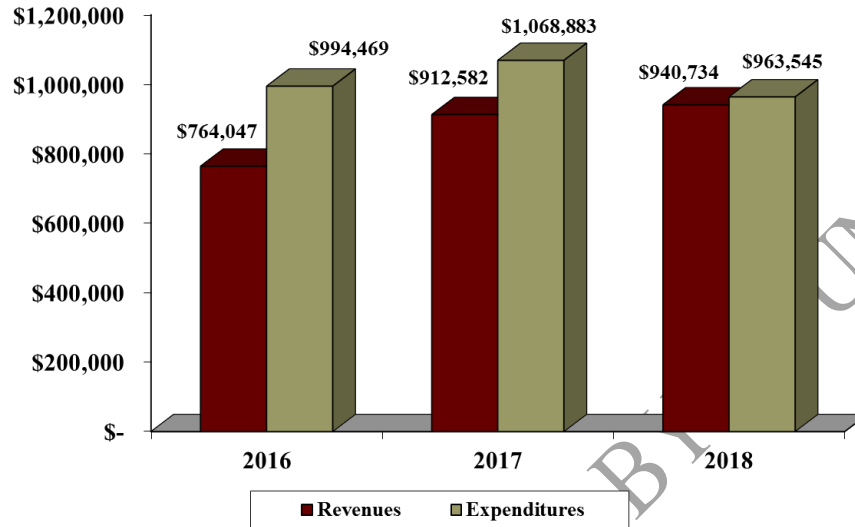
**STORMWATER FUND SUMMARY**



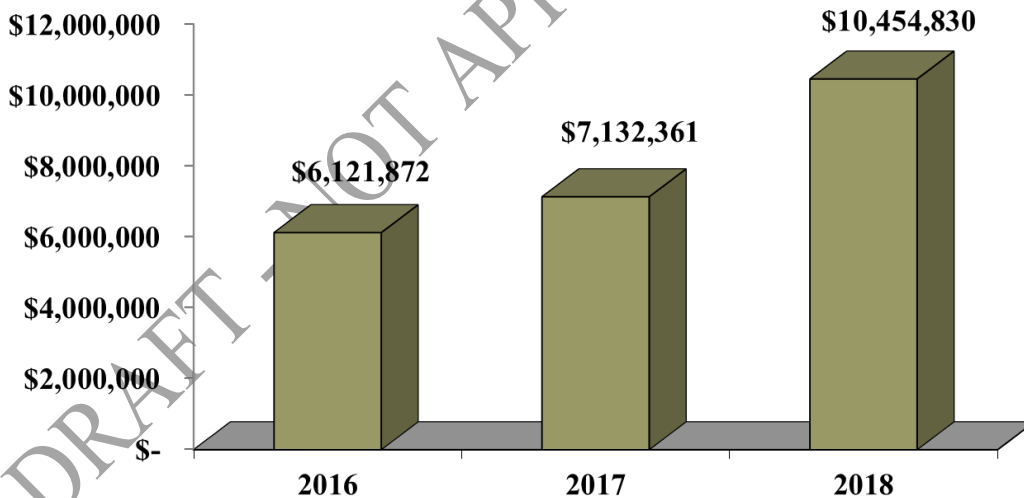
**ENVIRONMENTAL SERVICES FUND SUMMARY**



### DOWNTOWN FUND SUMMARY



### GENERAL GOVERNMENT



Costs arisen due to Health Insurance Workers Compensation Claims (\$1.6M). The question was asked when the next property tax re-evaluation would be. Mr. Davis responded 2020 for Cabarrus and 2021 for Rowan County.

Following general comments, no action was required. Presentation was for information only.

1 **Discussion of Unified Development Ordinance (UDO) Update- Presentation by Clarion Associates**  
2 **(Zachary D. Gordon, AICP, Planning Director) (Copy included as Exhibit I)**

3 Mr. Gordon introduced Nate Baker, Tim Richards and Craig Richardson of Clarion Associates for  
4 a presentation of the UDO process. The City of Kannapolis has begun the first phase of the  
5 Kannapolis Development Ordinance Rewrite project. Check back here for news and updates. The  
6 City of Kannapolis is rewriting its Unified Development Ordinance (UDO). The current ordinance  
7 is outdated and needs to be comprehensively updated to better implement the City's recently  
8 adopted comprehensive land use plan, Move Kannapolis Forward 2030. In addition, the project  
9 will focus on making the resulting ordinance, the Kannapolis Development Ordinance  
10 (KDO), internally consistent, modernized, aligned with contemporary zoning and subdivision best  
11 practices, and more user-friendly.

12  
13 Project Tasks and Timeline. The project tasks and timeline are set down below:

15	Fall 2018	Kick off meetings
16	Winter 2019	Conduct Meetings & Public Forum
17	Spring 2019	Conduct Meetings on Each Module
18	Spring 2020	Public Hearings and Work Sessions

19  
20 Following general discussion and questions, no action was required.

21 **Presentation and Discussion of Future Solid Waste Collection Services (Wilmer Melton, III,**  
22 **Director of Public Works) (Copy included as Exhibit J)**

23 Mr. Melton reported that the City's current solid waste services contract expires in June 2019. The  
24 goal is to have a new contract in place by the end of January 2019. Some key policy issues will be  
25 discussed at the meeting with the hope that staff receives general direction from City Council. Mr.  
26 Melton provided a power point presentation showing the amount of bulky waste collection for  
27 18,099 residents that include furniture, bagged items and additional household waste outside the  
28 cart. Bulky waste collection abuse i.e. illegal dumping, E-waste, scavenging of items placed  
29 roadside and contents of homes typical of evictions.

30  
31 Mr. Melton proposed the following bulky waste collection modifications:

32  
33 **Bulky Waste Collection**

- 34 ○ Evictions with total contents of home tossed roadside
- 35 ○ Illegal dumping roadside
- 36 ○ E-waste illegally dumped roadside scavenging of items
- 37 placed roadside
- 38 ○ Roadside appearance and littering
- 39 ○ Right-sizing of service due to lack of weekly usage
- 40 ○ Proper placement and containment of bulky waste placed roadside

41  
42 **Recycling Collection**

- 43 ○ Increased education of what is acceptable vs. recyclable
- 44 ○ Billed \$73,450 for contaminated recycling over the past 5 months

Waste Program

- Increased e-waste disposal costs
- Stripped televisions/shell disposal more costly
- Non-Kannapolis residents and businesses utilizing service

White Goods Collection

- Right-sizing of service due to low volume

Mr. Melton reviewed the recommended changes to the Environmental Services Program beginning July 1, 2019:

SERVICE	CURRENT	RECOMMENDED
<b>Bulky Waste</b>	Collected weekly, roadside no limit	Bi-weekly roadside collection, same day as recycling; limit of ten (10) yards monthly/five (5) yards bi-weekly
<b>Recycling</b>	Collected bi-weekly roadside	No change
<b>E-Waste</b>	Site-based drop-off program at Public Works Operations Center	Provide bi-weekly roadside collection; same day as recycling (potentially in-house)
<b>White Goods</b>	Collected weekly roadside	Provided bi-weekly roadside collection; same day as recycling (potentially in house)

There was general discussion regarding site-based bulky collection. In addition to the neighborhood clean-up program, it is recommended modifying the solid waste contract to allow for two (2) courtesy pick-ups annually where residents might have items that are greater than allowed under our modified bulky waste collection. Should residents need more than that, staff is also exploring the establishment (as a part of the new solid waste contract) a fee-based service that residents may take advantage of for more than allowed bulky collection and courtesy collections.

With the presentation given tonight, Staff feels that will help reduce the cost of bulky collection and e-waste. Staff will bring back a recommendation at the next meeting.

**Interlocal Agreement with Rowan County related to Utility Extensions in southern Rowan County (Mike Legg, City Manager) (Copy included as Exhibit K)**

Mr. Legg explained that the purpose of this agreement is to facilitate a large private development of 318 acres of land adjacent and in close proximity to a new Interstate 85 interchange at Old Beatty Ford Road in southern Rowan County approximately one mile from the primary corporate limits of the City. The project will require a public investment of potable water and sanitary sewer

1 extensions to the site. The Louisiana-based Commercial Properties Realty Trust (CPRT) has  
2 secured the rights to purchase the High Bridge Site and has expressed to the City and County its  
3 intent to develop the property for a multitude of residential and non-residential purposes contingent  
4 upon the successful implementation of a plan for the Infrastructure Extension Project.

5  
6 Under the agreement Rowan County will do the following:

- 7 • Contribute \$1,000,000 to the city in two equal payments. The first is due at the time of the  
8 City's execution of a development agreement with CPRT. The second payment is due at  
9 the time of completion of the utility extensions.
- 10 • Release the City from its debt obligations on the current baseball stadium site (currently  
11 • \$2,687,500) upon completion of the utility extensions. Any proceeds up to \$3,750,000 from  
12 the future sale of the Stadium Property shall accrue entirely to the City. Any proceeds  
13 greater than \$3,750,000 will be shared equally between the City and County.
- 14 • Commit its share of the excess proceeds (described above) to match any incentives or other  
15 public investments by the City for the purposes of facilitating private sector development  
16 of the High Bridge Site subject to separate agreement.
- 17 • Publicly support (via resolution or other method acceptable to the City) the City's pursuit  
18 of municipal annexation of the High Bridge Site. This Interlocal Agreement in its entirety  
19 is subject to and contingent upon the annexation of the High Bridge Site into the City of  
20 Kannapolis by the North Carolina General Assembly or by other lawful means. A  
21 resolution formally requesting this annexation will come before City Council at its  
22 December meeting.

23  
24 Under the agreement the City will do the following:

- 25 • Design and construct the utility extensions. The City will assume all responsibilities and  
26 risks.
- 27 • Execute a development agreement with CPRT within 90 days of the interlocal agreement  
28 execution. If this is not completed in 180 days the County can void the agreement.
- 29 • Negotiate financial clawbacks with CPRT should the development not meet projected tax  
30 value increases. These clawbacks will be shared with the County.

31  
32 Next steps:

- 33 • Dec: Resolution requesting General Assembly annexation into Kannapolis.
- 34 • Dec/Jan.: Secure an engineering firm to design the utility extensions.
- 35 • Dec/Jan.: Completion of Financial analysis by City staff (presentation to City Council).
- 36 Jan/Feb: City Council consideration of Development Agreement with CPRT.

37  
38 The project is projected to realize a private investment of between \$200 million and \$500  
39 million. A full financial analysis is underway by City staff to determine the projected city costs  
40 versus long term revenue gains. A preliminary estimate shows this is positive net gain to the City.  
41 This analysis will be part of the ongoing negotiations with CPRT.

42  
43 Mayor Hinnant noted that Rebecca Corriher Daugherty asked to speak on this matter. There were  
44 no objection from Council. Mrs. Daugherty was given two minutes to speak to Council.



1 Rebecca Corriher Daugherty of 1120 Daugherty Road asked Council what it is most valuable thing  
2 on earth. She said that land is the most valuable thing. Without land, there is no life, no water, and  
3 no food. She asked if anyone goes to Salisbury for health care, other than eye care or dentist.  
4 Mayor Hinnant reminded Mrs. Daugherty of her two minutes and asked Mrs. Daugherty to get to  
5 the point. Mrs. Daugherty spoke against the project.

6  
7 Following general discussion, Council Member Dayvault made a motion to authorize the City  
8 Manager to execute Interlocal Agreement with Rowan County related to Utility Extensions in  
9 southern Rowan County and to make minor changes as deemed necessary. Motion was seconded  
10 by Council Member Wilson and approved by unanimous vote.

11  
12 **CITY MANAGER REPORT:** None

13  
14 **CITY COUNCIL COMMENTS:** None

15  
16 **SPEAKERS FROM THE FLOOR:** None

17  
18 **CLOSED SESSION:**

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

23  
24 Council went into closed session at 8:15 PM.

25  
26 Council Member Wilson made a motion to come out of closed session. Motion was seconded by  
27 Council Member Dayvault and approved by unanimous vote.

28  
29 Council resumed regular session at 9:45PM.

30  
31 There being no further business, Council Member Dayvault made a motion to adjourn. Motion  
32 was seconded by Council Member Wilson and approved by unanimous vote.

33  
34 The meeting adjourned at 9:45 PM on Monday, November 26, 2018.

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39  
40 \_\_\_\_\_  
Milton D. Hinnant, Mayor

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

**CITY OF KANNAPOLIS  
COUNCIL MEETING MINUTES  
December 17, 2018**

A rescheduled meeting from December 10, 2018 of the City Council of the City of Kannapolis, North Carolina was held on Monday, December 17, 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

City Attorney: Absent

Staff Present: Wilmer Melton, III      David Hancock  
Tony Eury      Woody Chavis  
Annette Privette-Keller      Irene Sacks  
Zac Gordon

Visitors Present: Eric Dearmon      Nathan Payne  
Mark Spitzer      Dane Laney  
Grey Clurlie      Leslie Dayvault  
Cathy Wilson      Janelle Murray  
Jimmy Murray      Greg Dayvault  
Scotty Brown      C. Donnell Dixon  
Bobbie Hague      Ron Johnson

**CALL TO ORDER AND WELCOME:**

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

1 **ADOPTION OF AGENDA:**

2 Mayor Hinnant noted a revised agenda adding a Presentation by Eric Dearmon. Council Member  
3 Dayvault made a motion to approve the revised agenda. Motion was seconded by Council Member  
4 Wilson and approved by unanimous vote.  
5

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

7 Council Member Dayvault made a motion to approve the Consent Agenda. Motion was seconded  
8 by Council Member Wilson and approved by unanimous vote.  
9

10 Personnel Policy 500.08 Continuation of Insurance Coverage at Retirement (Tina Cline, Human  
11 Resource Director) (Copy included as Exhibit A)  
12

13 Award the Irish Buffalo Creek Greenway Project CEI (TIP# C-5161) Contract (Wilmer Melton,  
14 III, Director of Public Works) (Copy included as Exhibit B)  
15

16 Resolution Supporting NCDOT Abandonment of the Maintenance Rights to Right-of-way of the  
17 Old Alignment and the Addition of the New Alignment on Jim Johnson Road (Wilmer Melton,  
18 III, Director of Public Works) (Copy included as Exhibit C)  
19

20 Resolution Adopting a 2019 Meeting Schedule for City Council Meetings (Mike Legg, City  
21 Manager) (Copy included as Exhibit D)  
22

23 **BUSINESS AGENDA:**

24 Recognition – Order of the Long Leaf Pine – Council Member Doug Wilson  
25

26 Council Member Wilson was honored with the Order of the Long Leaf Pine, which is the one of  
27 the highest honors a citizen of North Carolina can receive. Mr. Wilson was honored for his  
28 volunteer work with numerous organizations in Kannapolis. Eric Dearmon, former president of  
29 the Downtown Kannapolis Association, presented the award by saying, “You will not find a more  
30 committed individual to the youth of our community. He has served in many leadership roles  
31 throughout the community as well as coaching teams to any championship honors over the years”.  
32

33 Mr. Wilson, a native of Kannapolis, has served as a volunteer with the Cabarrus County Special  
34 Olympics, Meals on Wheels, Cannon YMCA Board of Managers and Youth Sports Advisory  
35 Board and as a Youth Coach at the Cannon YMCA. He has served as the A.L. Brown women’s  
36 basketball coach from 1998-2006, taking the 2001 team to a state conference championship, the  
37 only one in the last 30 years. Mr. Wilson was the head women’s coach at Kannapolis Middle  
38 School from 1995-1998 where his teams’ won two conference championships. Mr. Wilson was  
39 the founder and club director of the Kannapolis Komet Girls Travel Basketball Club and Mr.  
40 Wilson was awarded the South Piedmont Women’s Basketball Coach of the Year in 2001. Mr.  
41 Wilson served on the Kannapolis Parks and Recreation Commission as Chairman from 1996 to  
42 2001. He is a member of the Kannapolis Rotary Club, where he is a Paul Harris Fellow; a member  
43 of Trinity United Methodist Church where he is on the church board, the Sunday school president  
44 and teacher. A charter member and current president elect of the Kannapolis Kiwanis Club.

Mr. Wilson has served on the Kannapolis City Council since 2013 and was Mayor Pro-tem in 2017. He and his wife, Cathy Julian Wilson, have been married for 41 years. They have two daughters and three grandchildren.

#### **Election of Mayor Pro tem (Mayor Hinnant)**

Mayor Hinnant opened the floor for Mayor Pro tem nominations. Motion was made by Mr. Wilson and seconded by Mrs. Berry to nominate Ryan Dayvault. Motion was made by Mr. Kincaid to nominate Roger Haas with Mr. Rowell seconding the nomination. Mayor Hinnant asked if there were any more nominations. Seeing none, Mayor Hinnant closed the floor for nominations. Mr. Haas was declared Mayor Pro tem by a 4-3 vote.

#### **Modifications to Environmental Services and Contract (Wilmer Melton III, Director of Public Works)**

Mr. Melton explained at the previous November 26th Council Meeting, Staff presented the challenges the City is experiencing regarding the current Environmental Services Program:

##### **Bulky Waste Collection**

Evictions with total contents of home tossed roadside  
Illegal dumping roadside  
E-waste illegally dumped roadside scavenging of items placed roadside  
Roadside appearance and littering  
Right-sizing of service due to lack of weekly usage  
Proper placement and containment of bulky waste placed roadside

##### **Recycling Collection**

Increased education of what is acceptable vs. recyclable  
Fined \$73,450 for contaminated recycling over the past 5 months

##### **Waste Program**

Increased e-waste disposal costs  
Stripped televisions/shell disposal more costly  
Non-Kannapolis residents and businesses utilizing service

##### **White Goods Collection**

Right-sizing of service due to low volume

Mr. Melton reviewed the recommended changes to the Environmental Services Program beginning July 1, 2019:

<b>SERVICE</b>	<b>CURRENT</b>	<b>RECOMMENDED</b>
<b>Bulky Waste</b>	Collected weekly, roadside no limit	Bi-weekly roadside collection, same day as recycling; limit of ten (10) yards monthly/five (5) yards bi-weekly

<b>Recycling</b>	Collected bi-weekly roadside	No change
<b>E-Waste</b>	Site-based drop-off program at Public Works Operations Center	Provide bi-weekly roadside collection; same day as recycling (potentially in-house)
<b>White Goods</b>	Collected weekly roadside	Provided bi-weekly roadside collection; same day as recycling (potentially in house)

### **E-Waste and White Goods Programs**

Staff recommends abandonment of our e-waste site-based drop-off that has been problematic and resulted in increased costs due to stripped televisions and costly shell disposal. We have also experienced abuse of non-residents utilizing the service.

As previously stated, the current Solid Waste Services Contract ends June 30, 2019. Staff has been working diligently on several contract amendments and ordinances to address and further clarify various items in the documents that will improve and strengthen our Environmental Services Program. In the past year, Waste Management has renewed their commitment and level of service to the City by making investments in new equipment and technology to enhance service. Staff recommends that City Council authorize Staff to negotiate our 2019 Solid Waste Services Contract with our current service provider, Waste Management, Inc.

Following general discussion Council Member Kincaid made a motion to authorize Staff to proceed with the recommended Environmental Services Program as presented. Motion was seconded by Council Member Berry and approved by unanimous vote.

Council Member Kincaid expressed concern about starting negotiations this late in the game and may put the City behind the eight ball. He would like to leave the contract for one more year to see if issues could be resolved.

Council Member Haas made a motion to authorize Staff to proceed with contract negotiations with our current solid waste provider, Waste Management, Inc. Motion was seconded by Council Member Kincaid. The motion was approved by a 5-2 vote with Mr. Dayvault and Mr. Wilson voting no.

### **Resolution Requesting Legislative Annexation of the High Bridge Property (Mike Legg, City Manager)**

At the November 26, 2018 meeting, City Council unanimously approved an interlocal agreement with Rowan County regarding funding participation for water and sewer extensions to the High Bridge development property on I-85 in southern Rowan County. This agreement and the mixed use development anticipated for the property are contingent upon two things: 1) execution of a development agreement with Louisiana-based Commercial Properties Realty Trust (negotiations are now in process), and 2) the successful annexation of the property into Kannapolis by the N.C. General Assembly.

1 Since the property is slightly closer to both the Town of Landis and the Town of China Grove,  
2 Kannapolis cannot annex the property on its own. For this project to move forward, the General  
3 Assembly must facilitate this annexation into Kannapolis. This resolution formally makes this  
4 request. The requested effective date of the annexation is June 30, 2020 which corresponds to the  
5 target utility extension completion timeframe. Additionally, the resolution requests that  
6 Extraterritorial Jurisdiction be established on the property so that the City would immediately have  
7 zoning and land use regulatory authority. This would allow for proper planning and would give  
8 the developer early certainty on the planning approvals.

9  
10 Council Member Dayvault made a motion to approve the Resolution respectfully requesting that  
11 members of the Rowan County legislative delegation sponsor a special local legislation that  
12 annexes the High Bridge Development properties in southern Rowan County into the City of  
13 Kannapolis with an effective date of June 30, 2020. Motion was seconded by Council Member  
14 Kincaid and approved by unanimous vote.

15  
16 **Appointments to the Transportation Advisory Committee (TAC) and the Technical**  
17 **Coordinating Committee (TCC) to Serve as the City's Representatives of the Cabarrus- Rowan**  
18 **UrbanAreaMetropolitanPlanningOrganization(MikeLegg, City Manager)**

19 Mayor Pro tem Haas made a motion to re-appoint Council Member Dayvault as the appointed  
20 member and Council Member Wilson as the alternate to represent the City of Kannapolis on the  
21 TAC. Public Works Director Wilmer Melton to serve as the City's TCC representative and  
22 Planning Director Zac Gordon serves as alternate. Motion was seconded by Council Member  
23 Kincaid and approved by unanimous vote.

24  
25 **CITY MANAGER REPORT:** None.

26  
27 **CITY COUNCIL COMMENTS:** Council Member Kincaid suggested that Council receive  
28 periodically updates on committee meetings. Council Member Wilson added that Council be given  
29 an update on conferences that Council may attend.

30  
31 **SPEAKERS FROM THE FLOOR:**

32 Mark Spitzer 2115 Golfcrest Drive congratulated Wilmer Melton, Irene Sacks and City Council  
33 on their selection of Barton Malow. All have kept them abreast of things that have impacted the  
34 businesses and the community.

35  
36 **CLOSED SESSION:**

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

42  
43 Council went into closed session at 7:00PM.

44  
45 Council Member Wilson made a motion to come of out closed session. Motion was seconded by  
46 Council Member Dayvault and approved by unanimous vote.

1 Council resumed regular session at 8:10 PM.

2  
3 Council Member Dayvault made a motion to authorize the City Manager to execute a Letter of  
4 Intent for Option 1A with Corporate Realty subject to minor modifications as deemed necessary.  
5 Motion was seconded by Council Member Wilson and approved by unanimous vote.

6  
7 Council Member Wilson made a motion to go into closed session pursuant to G.S. 143-318.11 (a)  
8 (6) for the purpose of discussing personnel matters. Council Member Dayvault seconded the  
9 motion and it was approved by unanimous vote.

10  
11 Council went into closed session at 9:11 PM

12  
13 All Staff were then excused.

14  
15 Council Member Wilson made a motion to come out of closed session. Motion was seconded by  
16 Council Member Dayvault and approved by unanimous vote.

17  
18 Council resumed regular session at 9:25 PM.

19  
20 Council Member Wilson made a motion to approve a one-time bonus to City Manager Legg of  
21 \$7500. Council Member Dayvault seconded the motion and it was approved by unanimous vote.

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

25  
26 The meeting adjourned at 9:25 PM on Monday, December 17, 2018.

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

33  
34 \_\_\_\_\_  
35 Bridgette Bell, MMC, NCCMC  
36 City Clerk  
37



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Walter M. Safrit, II, City Attorney  
**TITLE:** Lease for Floyd Street Communication Tower

**A. Action Requested by City Council**

Motion to approve a Resolution authorizing execution of Lease and Memorandum of Lease with Pinnacle, LLC for Floyd Street Communication Tower subject to minor revisions by the City Manager consistent with the intent of this Resolution.

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

Majority present at meeting

**C. Background**

The City leased the Floyd Street Communication Tower to Motorola, Inc. in 1998 which lease was subsequently transferred to Pinnacle Towers, LLC, the current tenant. The Lease was extended several times by the exercise of renewal options but will finally expire on February 28, 2019.

A new lease has been negotiated with Pinnacle to be effective March 1, 2019, for a term of five years with options for two five-year renewals.

The relevant provisions of the Lease are:

1. Term - 5 years with 2 five-year renewal options.
2. Rent – 80% of license fees from current subtenants and 65% of license fees from future subtenants.
3. Signing Bonus – Tenant will pay City a \$25,000 fee for the new Lease.
4. Termination – City can terminate with one-year advance notice. Tenant can terminate on ninety days' notice. In the event Tenant terminates, Tenant will pay rent equal to 12 months of rent. Tenant also pays a termination fee if a licensee terminates.
5. Use of Space – City retains the right to use the space designated for its use as shown on the Exhibits C & D.
6. Management – Tenant has exclusive right to manage site engineering.
7. Insurance – Tenant will provide liability insurance.



8. Improved customer Service – The following provisions have been added to address specific issues that have arisen in the past:
- a. Landlord will have a single point-of-contact (“POC”) from its “Sales” group that will ensure that Landlord’s application is identified as a managed site and owned by the Landlord. Pinnacle may replace the POC and will provide notice of same to Landlord.
  - b. If an application is submitted by Landlord to modify its Equipment on the site, Pinnacle will put a note in Landlord’s application to process the application as quickly as possible due to the public safety factor.
  - c. The POC will work with the sales coordinator (the individual that manages all of the applications for any changes on the site) to put the proper notes in any wireless service provider application on the site reminding those working on the application that the site is owned by Landlord and Pinnacle is managing it for Landlord.
  - d. Any structural analysis necessary will be delivered to Landlord within fourteen (14) days of its completion, provided that it is a standard passing report; more complicated reports may take longer. All costs for the structural analysis shall be paid by Pinnacle. To the extent the analysis reveals that any structural upgrades or modifications are needed to accommodate Landlord’s Equipment on the tower, Landlord shall be responsible for the costs of such upgrades and modifications. If there are any structural upgrades or modifications needed to accommodate any of Pinnacle’s subtenants or licensee, Pinnacle shall be responsible for same.
  - e. Pinnacle shall put a notification flag in its internal database to alert anyone working on the site that it is a municipal-owner site. Currently the site is identified as owned by the City of Kannapolis and managed by Crown Castle in the company database.
  - f. With each monthly payment to Landlord hereunder, Pinnacle shall provide to Landlord a monthly business summary report pertaining to Pinnacle’s payment obligations.

#### **D. Fiscal Considerations**

Tower revenues during 2018 were \$53,959.03. Finance anticipates revenues under the new lease for 2019 will be in the excess of 70,000.

#### **E. Policy Issues**

None.

#### **F. Legal Issues**

Leases of City owned property are governed by NCGS 160A-272 and must be in writing. Notice of the Lease has been published as required by law.

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

1. **Motion to adopt a Resolution authorizing the execution of Lease and Memorandum of Lease with Pinnacle, LLC subject to minor revisions by the City Manager consistent with the intent of this Resolution (Recommended)**
2. Amend and then approve the Resolution.
3. Do not approve the Resolution.
4. Defer action to a future meeting.

## ATTACHMENTS:

### File Name

- ▣ RESOLUTION\_AUTHORIZING\_EXECUTION\_OF\_AN\_ANTENNA\_SITE\_LEASE\_AGR\_(11-28-18).pdf
- ▣ 871669\_Kannapolis\_New\_Lease.pdf
- ▣ Memorandum\_of\_Site\_Lease\_Revised\_(Clty-Pinnacle\_Towers)\_12-5-18.doc
- ▣ Public\_Notice\_(Lease\_of\_City\_Property)\_11-28-18.doc

**RESOLUTION AUTHORIZING EXECUTION  
OF AN ANTENNA SITE LEASE AGREEMENT**

WHEREAS, City of Kannapolis (“City”) and Motorola, Inc., a Delaware corporation (“Motorola”), entered into an Antenna Site Lease dated January 13, 1998 (as amended and assigned, the “Lease”), whereby City leased to Motorola a portion of land being described as a 19,166 square feet portion of that property (said leased portion being the “site”) located at 932 Floyd Street (Tax Parcel #150 172), Kannapolis, Rowan County, State of North Carolina, and being further described in Book 749, Page 288 in the Rowan County Register of Deeds (“Registry”), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease; and

WHEREAS, Pinnacle Towers, LLC (“Pinnacle”) is successor-in-interest in the Lease to Motorola; and

WHEREAS, City and Pinnacle entered into that First Amendment to Antenna Site Lease dated February 1, 2008 (“First Amendment”), a memorandum of which is recorded in Book 1119, Page 525 in the Registry; and

WHEREAS, City and Pinnacle entered into that Addendum to Antenna Site Lease last executed May 7, 2013 (“Second Amendment”), whereby the parties incorporated terms into the Lease regarding City’s installation and operation of equipment on the site; and

WHEREAS, City and Pinnacle entered into that Letter Agreement dated January 3, 2018 (“Third Amendment”), which extended the term of the Lease to June 30, 2018; and

WHEREAS, City and Pinnacle entered into that Letter Agreement dated June 28, 2018 (“Fourth Amendment”), which extended the term of the Lease to August 31, 2018; and

WHEREAS, City and Pinnacle entered into that Letter Agreement dated September 19, 2018 (“Fifth Amendment”), which extended the term of the Lease to February 28, 2019; and

WHEREAS, the City and Pinnacle desire to enter into a new Lease Agreement having a five years terms with two five-year renewal options in order to comply with NCGS 160A-272.

NOW, BE IT RESOLVED by the City Council and the Mayor of the City of Kannapolis, North Carolina:

SECTION 1. Section 160A-272 of the General Statutes of North Carolina provides that when the City Council proposes to lease city-owned property, the Council shall provide public notice and shall adopt a resolution authorizing an appropriate City official to execute the lease not to exceed twenty-five years.

SECTION 2. The City Council for the City of Kannapolis has determined it to be in the best interests of the City to lease the City communication tower located at 932 Floyd Street to Pinnacle.

SECTION 3. The City Council for the City of Kannapolis has determined that the property interests which are the subject of this lease will not be needed by the City for the term of the lease and that the City will retain sufficient space on the tower for its public purposes.

SECTION 4. The City Council for the City of Kannapolis hereby approves the terms and conditions of the Lease Agreement attached as Exhibit "A" as a part of this Resolution.

SECTION 5. The City Manager is hereby authorized to execute the Lease with such alterations as the City Manager may deem appropriate and consistent with the intent of this Resolution.

Adopted this the 14<sup>th</sup> day of January, 2019.

---

Milton D. Hinnant  
Mayor

ATTEST:

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Bridgette Bell, MMC, NCCMC  
City Clerk

**ANTENNA SITE LEASE AGREEMENT**  
**STATE OF NORTH CAROLINA**

**THIS ANTENNA SITE LEASE AGREEMENT** (the "Agreement") is made as of the date of the final signature below, by and between the CITY OF KANNAPOLIS, a North Carolina municipal corporation ("Lessor"), and PINNACLE TOWERS LLC, a Delaware limited liability company ("Lessee").

**1. Definitions.**

**"Agreement"** means this Antenna Site Lease Agreement.

**"Additional Rent"** means sixty-five percent (65%) of the Gross Monthly License Fees received from Future Subtenants.

**"Approvals"** means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Site.

**"Closeout Documentation"** means as-built drawings and other installation documentation required by Lessee, as described in Section 8(B) of this Agreement.

**"Commencement Date"** means March 1, 2019.

**"Current Subtenant"** means an unaffiliated third party to whom Lessee subleases, licenses or grants a similar right of use or occupancy in the Site on or before the full execution of this Agreement.

**"Easements"** and **"Utility Easement"** have the meanings set forth in Section 6 of this Agreement.

**"Future Subtenant"** means an unaffiliated third party to whom Lessee subleases, licenses or grants a similar right of use or occupancy in the Site after the full execution of this Agreement

**"Gross Monthly License Fees"** means, on a monthly basis, the total amount of license fees due and payable to Lessee from the Subtenants which fees (a) are actually collected from Subtenants by Lessee, and (b) represent the monthly charges to the Subtenants under agreements with said Subtenants for the Subtenants' occupancy of space upon the Site. The parties expressly agree that Gross Monthly License Fees shall not include fees or charges charged or imposed by Lessee to Subtenants for: (w) Site preparation services; (x) hook-up work or services; (y) consulting, engineering, design and/or other professional services provided by or on behalf of Lessee to Subtenants related to their use of the Site; and (z) electrical, Site maintenance and/or other allocable charges which Lessee may allocate among several Subtenants under the terms of their respective agreements. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Site and there shall be no express or implied obligation for Lessee to do so.

**"Hazardous Material"** means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials

Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Lessee’s Improvements” means any wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto installed by Lessee.

“Initial Term” means a period of five (5) years following the Commencement Date of this Agreement.

“Lease Term” means the Initial Term and any Renewal Terms.

“Lessee’s Notice Address” means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept.1, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

“Lessor’s Notice Address” means City of Kannapolis, Attn: City Manager, 401 Laureate Way, Kannapolis, NC 28081.

“Lessor’s Equipment” means Lessor’s communications equipment including, but not limited to Lessor’s antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

“Lessor’s Property” means the parcel of land located in Kannapolis, County of Rowan, State of North Carolina, as shown on the Tax Map of said County as Tax Parcel Number 150 172, being further described in the instrument recorded in Book 749, Page 288 in the Rowan County Register of Deeds (“Registry”), a copy of said instrument being attached hereto as **Exhibit “A”**.

“Lessor’s Space” means that portion of the Site that Lessor is currently using and/or approved to use at the Site.

“Renewal Term” means a period of five (5) commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means eighty percent (80%) of the Gross Monthly License Fees received from Current Subtenants.

“Site” means that portion of Lessor’s Property consisting of a parcel of approximately 0.44 acres and the radio/television transmitting tower and any ancillary buildings and structures located thereon as described in **Exhibit “B”** attached hereto.

“Subtenants” means the Current Subtenants and Future Subtenants, collectively.

2. **Termination of Prior Lease.** Lessor is the current lessor and Lessee is the current lessee under that certain Antenna Site Lease dated January 13, 1998, originally by and between Lessor, as lessor, and Motorola, Inc., a Delaware corporation, as predecessor in interest to Lessee, as lessee, as amended by the following documents: (i) that First Amendment to Antenna Site Lease dated February 1, 2008, a memorandum of which is recorded in Book 1119, Page 525 in the Registry; (ii) that Addendum to Antenna Site Lease last executed May 7, 2013; (iii) that Letter Agreement dated January 3, 2018; (iv) that Letter Agreement dated June 28, 2018; and (v) that Letter Agreement dated September 19, 2018 (as amended, the “Original Lease”). Lessor and Lessee agree that the Original Lease is terminated and neither party shall have any further obligations thereunder.

3. **Lessor’s Cooperation.** During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Site. Lessor acknowledges that Lessee’s ability to use the Site is contingent upon Lessee obtaining and

maintaining the Approvals. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to Lessee's Improvements or the Site or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

4. **Lease Term.** Effective as of the Commencement Date, Lessor leases the Site to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for two (2) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein. If Lessee holds over at the end of the term, it shall create a month-to-month tenancy subject to the provisions of this Agreement. Provided that Lessee is not then in material default under this Agreement, Lessee shall have the right to renew this Agreement for a Renewal Term, subject to all the conditions and promises contained herein upon delivering to Lessor notice of its intent to do so.

5. **Rent and Additional Rent.**

(A) Beginning on the Commencement Date, Lessee shall pay (i) Rent for the Site monthly, in advance, and (ii) Additional Rent within thirty (30) days after receipt of the Gross Monthly License Fees actually received by Lessee from any Future Subtenant(s).

(B) If at any time prior to December 31, 2027: (i) Lessee exercises any of Lessee's rights to terminate this Agreement, or (b) Lessee elects not to renew this Agreement, Lessee shall pay a termination fee ("Lease Termination Fee") equal to the amount of Rent that Lessee would have owed to Lessor under this Agreement for the twelve (12) month period following the early termination or election not to renew, as the case may be. The Lease Termination Fee will be due and payable in the same manner and on the same dates as the Rent. For purposes of calculating the Lease Termination Fee,

the Gross Monthly License Fee(s) per month used to calculate the Lease Termination Fee shall be equal to the Gross Monthly License Fee(s) received by Lessee for the month immediately preceding the early termination or election not to renew. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under this Agreement as of the effective date of such termination and shall not be required to pay the Lease Termination Fee if Lessee terminates this Agreement due to a Lessor default.

(C) If at any time prior to December 31, 2027, a Subtenant terminates its agreement between Lessee and Subtenant for use of the Site, Lessee shall pay a termination fee ("Subtenant Termination Fee") equal to the amount of Additional Rent that Lessee would have owed to Lessor for that terminated agreement under this Agreement for the twelve (12) month period following the termination. The Subtenant Termination Fee will be due and payable in the same manner and on the same dates as the Additional Rent. For purposes of calculating the Subtenant Termination Fee, the Gross Monthly License Fee per month used to calculate the Subtenant Termination Fee shall be equal to the Gross Monthly License Fee received by Lessee from the terminated Subtenant for the month immediately preceding the termination. If a Subtenant fails to remove from the Site its equipment within ninety (90) days following the date its agreement expires or is terminated, Lessee shall remove such equipment within ninety (90) days thereafter.

(D) With each monthly payment to Lessor hereunder, Lessee shall provide to Lessor a monthly business summary report pertaining to Lessee's payment obligations.

6. **Easements.** Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal

of the facility to be located upon Site; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) an easement for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Site; and (iv) a utility easement (the "Utility Easement") for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove Lessee's Improvements. Lessor agrees that, from the date of execution of this Agreement, it shall obtain Lessee's consent before granting any new easements, modifying or amending any existing easements, or granting any other party any right, or further right, of access in, on, across, over or under the Site as provided herein.

## **7. Termination.**

(A) Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor written notice, which shall be effective ninety (90) days after it is deposited by Lessee into the United States mails. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

(B) Lessor's Right to Terminate. Commencing on March 1, 2029, Lessor shall have the right to terminate this Agreement for any reason or no reason with one (1) year prior written notice to Lessee.

## **8. Use of Property.**

(A) Lessee's Use. The Site and the Easements shall be used for the purpose of, (i) constructing, maintaining and operating Lessee's Improvements

and the Site and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence around any equipment building housing Lessee's equipment, or undertake any other appropriate means to restrict access thereto. Lessee shall ensure that parties using the same building to house their equipment shall be given reasonable access thereto. All of Lessee's Improvements shall be constructed at Lessee's sole expense. Lessee shall perform all repairs necessary to keep Lessee's Improvements on the Site and Easements or other access to the Site in good and tenantable condition. Lessor shall maintain the Site, other than Lessee's Improvements, in good and tenantable condition and repair, including such maintenance, alterations, additions or improvements necessary for the Site to remain in compliance with all applicable FCC/FAA Rules (as defined below). It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture. Notwithstanding anything herein to the contrary, in the event Lessee desires to erect or construct any buildings or other material structures upon the Site, Lessee shall obtain the prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessor shall retain no less than fifty percent (50%) of equipment shelter space subject to future negotiations for reduction in space.

(B) Lessor's Use. Lessor shall be entitled to use the space set forth on **Exhibits "C" and "D"** attached hereto and made a part hereof for the installation, operation and maintenance of its equipment. The parties acknowledge and agree that Lessor is currently operating and maintaining and/or has been approved to install, operate and maintain Lessor's Equipment at the Site within Lessor's Space, as Lessor's Equipment and Lessor's Space is described in the approved Site Engineering Application and **Exhibits "C", "D" and "E"**, attached hereto and made a part hereof. With respect to installation of Lessor's Equipment not already installed at the Site, the parties agree that Lessor's right to install Lessor's Equipment at the Site shall not commence unless and until Lessee issues to Lessor a written notice to proceed with the installation of Lessor's Equipment. As an opportunity to improve Lessee's



customer service with Lessor, Lessee shall implement the following improvements: (i) Lessor will have a single point-of-contact ("POC") from its "Sales" group that will ensure that Lessor's application is identified as a managed site and owned by the Lessor. The POC will initially be Tania Fusco. Lessee may replace the POC and will provide notice of same to Lessor; (ii) if an application is submitted by Lessor to modify Lessor's Equipment on the Site, Lessor will put a note in Lessor's application to process the application as quickly as possible due to the public safety factor; (iii) the POC will work with the sales coordinator (the individual that manages all of the applications for any changes on the Site) to put the proper notes in any wireless service provider application on the Site reminding those working on the application that the Site is owned by Lessor and Lessee is managing it for Lessor; (iv) any structural analysis necessary will be delivered to Lessor within fourteen (14) days of its completion, provided that it is a standard passing report; more complicated reports may take longer. All costs for the structural analysis shall be paid by Lessee. To the extent the analysis reveals that any structural upgrades or modifications are needed to accommodate Lessor's Equipment on the tower, Lessor shall be responsible for the costs of such upgrades and modifications. If there are any structural upgrades or modifications needed to accommodate any of Lessee's subtenants or licensees, Lessee shall be responsible for same; and (v) Lessee shall put a notification flag in its internal database to alert anyone working on the site that it is a municipal-owned site. Currently, the site is identified as owned by the City of Kannapolis and managed by Crown Castle in the company database.

Lessor may engage only Lessee or a vendor approved by Lessee to install Lessor's Equipment pursuant to this Section 8(B) (the "Work"). All Work shall be performed in accordance with the standards set forth in the Installation Standards in **Exhibit "F"** attached hereto and incorporated herein. In the event that Lessor engages Lessee to perform the Work for Lessor, Lessee shall provide to Lessor all Closeout Documentation within forty-five (45) days of completion of the Work. In the event that Lessor does not engage Lessee to perform the Work for Lessor and Lessor engages a vendor approved by

Lessee to perform the Work, Lessor shall provide to Lessee all Closeout Documentation within forty-five (45) days of completion of the Work. Lessor shall not allow any person to climb the tower for or on behalf of Lessor without ensuring that such person works for a vendor approved by Lessee for the subject Work.

(C) Utilities. Lessor shall arrange for all electrical power. The costs of such arrangement and consumption shall be borne by Lessor. Provided, however, that in the event any buildings or other material structures are constructed upon the Site after the execution of this Agreement, such Subtenant(s)'s power consumption in Site "outbuildings" shall be measured by separate meter(s) and paid for by Subtenant(s).

## **9. Exclusive Management of Site Engineering.**

(A) Lessee agrees to permit existing lessees of Lessor (which lessees have been disclosed to Lessee prior to Lessor's execution of this Agreement) using the Site to continue use of same for the duration of their leases with Lessor provided that such lessees shall not be permitted by Lessor to expand their current usage at the Site.

(B) Lessor agrees not to permit any party (not already occupying or using them), other than Lessee, to enter upon or to occupy or use the Site for radio/television transmitting.

(C) Except for Lessee's rights hereunder, Lessor shall not enter into any agreement, lease or license which permits the commercial use of the Site for radio/television frequency transmission.

(D) Lessor hereby agrees that Lessee shall have exclusive engineering supervision in accordance with common engineering standards and Lessee's R56 Quality standards over any radio, television, or microwave transmitting or receiving equipment located on the Site, whether same is owned or operated by or through Lessor or Lessor's other tenants and/or licensees. Such supervision shall include, without limitation: (i) frequency coordination and acceptability; (ii) engineering

specifications; (iii) establishment of standards and practices consistent with and necessary for the avoidance or elimination of interference; and (iv) acceptability of equipment, such as radio transmitters, protective devices, and antenna systems.

(E) Lessee agrees not to cause interference with radio transmission or reception equipment owned by Lessor or by anyone holding under Lessor where such equipment is located on the Site and is so located in accordance with Section 9(A) of this Agreement. If Lessee should cause such interference, Lessee shall eliminate it in a timely manner.

(F) In the event Lessor requires use of any additional space on the tower or in the shelter for the purpose of enhancing or expanding its 800 Mhz city communication system, Lessee shall exercise commercially reasonable efforts to make said space available to Lessor by re-engineering the tower antenna space assignments as Lessee deems necessary to accommodate Lessor's antenna space needs.

(G) Lessee agrees that neither Lessee nor its Subtenants shall permit their equipment to interfere with Lessor's permitted transmissions or reception. Lessor shall notify Lessee in writing of such RF interference and Lessee shall cause the party whose use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Lessee's receipt of such notice. In the event Lessee is notified of such RF interference, the entity responsible for such RF interference shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Lessor to eliminate such RF Interference.

(H) Notwithstanding any prior approval by Lessee of Lessor's Equipment, Lessor agrees it will not allow Lessor's Equipment to cause RF interference to Lessee and/or other pre-existing uses of Subtenants of the Site in excess of levels permitted by the FCC (as defined below). If Lessor is notified in writing that tis operations are causing such RF interference,

Lessor will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Lessee shall have the right to require Lessor to reduce power and/or cease operations until such time as Lessor can make repairs to Lessor's Equipment. In the event that Lessor fails to promptly take such action as agreed, then Lessee shall have the right to terminate the operation of Lessor's Equipment causing such interference, at Lessor's cost, and without liability to Lessee for any inconvenience, disturbance, loss of business or other damage to Lessor as the result of such actions.

(I) Lessor agrees to reduce power or suspend operation of Lessor's Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

10. **Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Site or the Easements. Lessee shall dispose of any materials removed.

11. **Hazardous Materials.** The Lessor represents and warrants to the best of its knowledge that the Site has not been used for the generation, storage, treatment or disposal of hazardous material. In addition, no hazardous materials or underground storage tanks are located on or about the Site. Lessor must inform Lessee if it will house batteries or fuel tanks at the Site. The use of any other Hazardous Materials at the Site requires Lessee's prior written approval. Lessor agrees to provide to Lessee no later than each January 15<sup>th</sup>, an annual inventory of its Hazardous Materials at the Site. Lessor agrees to indemnify and save harmless Lessee from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees), which Lessee may hereafter suffer, incur, be

responsible for or disburse as a result of: (i) any governmental action, order, directive, administrative proceeding or ruling; (ii) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (iii) cleanup, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or (iv) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of any Hazardous Materials existing on or about the Site except to the extent that any such existence is caused by Lessee's activities on the Site. This provision shall survive termination or expiration of this Agreement. In the event any Hazardous Materials are found at any time to be in existence on or about the Site other than any Hazardous Materials whose existence is caused by Lessee's activities on the Site, Lessee shall have the right to terminate this Agreement by so notifying Lessor in writing. Notwithstanding anything to the contrary contained herein, any environmental clean-up cost or other environmental liability for which Lessee is not responsible pursuant to this Section shall not be includable in the monthly rental payable under this Agreement.

**12. Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Lessee's Improvements. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

**13. Insurance.** Lessee will carry during the term of this agreement the following insurance with the customary coverages and exclusions: (i) bodily injury - \$1,000,000 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage - \$1,000,000 for damage as a result of any one accident.

#### **14. Damage and Destruction.**

(A) In the event that the Site shall be partially damaged or destroyed by fire or other casualty, the Lessor will, with all due diligence, at Lessor's sole cost and expense, repair, restore and rebuild the Site, so that the Site after such work shall be substantially the same as prior to such damage or destruction; provided, however, that nothing herein shall be construed to require Lessor to repair, restore or rebuild Lessee's Improvements, fixtures or equipment of Lessee or its Subtenants located upon the Site, it being the agreement and intent of the parties that the cost and expense of such restoration or rebuilding shall be borne by Lessee or its Subtenants. It is expressly agreed that if the Site is only partially damaged or destroyed, the rentals reserved under this Agreement shall not abate unless the Site shall be thereby rendered untenable so as to preclude the conduct of Lessee's business thereon. If the Site is rendered untenable by such damage or destruction, the rental amounts reserved hereunder shall abate from the date of such partial damage or destruction until the Site has been repaired, restored and rebuilt to the point where it can again be used for radio/television transmission and reception purposes.

(B) In the event that the Lessor shall not have repaired a partial destruction of the Site within one hundred twenty (120) days, or repaired or rebuilt a complete destruction of the Site within one hundred eighty (180) days after the date of destruction, then Lessee, at its sole option, may terminate this Agreement by serving written notice upon Lessee of its intention to do so, which notice shall contain a specified date of termination. Upon Lessee's service of such notice upon the Lessor, this Agreement shall terminate upon the date specified in said notice

#### **15. Waiver of Claims and Rights of Subrogation.**

The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Lessee's Improvements, Lessor's Property, Lessor's Equipment or to the Site resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All

policies of property insurance carried by either party for Lessee's Improvements, Lessor's Property, Lessor's Equipment or the Site shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

16. **Sale of Property.** If Lessor sells all or part of Lessor's Property, of which the Site is a part then such sale shall be under and subject to this Agreement.

17. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, surrender the Site to Landlord in good condition except for (i) reasonable wear and tear; (ii) damage due to causes beyond Lessee's reasonable control or without Lessee's fault or negligence; or (iii) both (i) and (ii).

18. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor from and against any and all claims, suits, causes of action and damages of any kind or nature, arising from or relating to the use of the Site by Lessee, unless such claim or damage is the result of the act, omission or negligence of Lessor in which case Lessor shall indemnify and hold harmless Lessee against any and all claims, suits, causes of action and damages of any kind or nature.

19. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Site and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee. Lessor further covenants that the making of this Agreement and the performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants or the provisions of any mortgage, lease or other agreements under which Lessee is bound and which restricts the Lessee in any way with respect to the use or disposition of the Site.

20. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Site and Easements.

21. **Mortgages.** This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Site, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Site is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

22. **Default.** Each of the following shall be deemed a default by Lessee and a breach of this Agreement: (i) Lessee's non-payment of Rent (including any adjustments in rental amount as required hereunder), due hereunder for a period of thirty (30) days after receipt of notice of such failure from Lessor. Any long-term failure by Lessee to pay Rent on account of the negligence of both parties shall not be immediately due and payable. Instead, it shall be due but payable in equal installments over twelve (12) months; (ii) Failure to perform any other covenant for a period of forty-five (45) days after receipt of notice from Lessor specifying the failure; provided, however, that no such failure shall be deemed to exist if Lessee shall have commenced good faith efforts to rectify same within such forty-five (45) day period and provided that such efforts shall be prosecuted to completion with reasonable diligence. Delay in rectifying same shall be excused if due to causes beyond the reasonable control of Lessee; or (iii) Lessee's vacation or abandonment of the Site for more than three (3) consecutive months, unless such vacation or abandonment is (i) ordered by duly authorized legal authority, or (ii) necessitated by some other cause beyond Lessee's reasonable control. For purposes of this Section, Lessee shall not be deemed to have "vacated" or abandoned" the Site if it has first terminated this Agreement in

accordance with the provisions of Section (7), Section (11) or Section (14), as the case may be.

**23. Limitation on Damages.** Notwithstanding any other provision in this Agreement to the contrary, each party hereby waives any and all claims against the other party for any and all punitive, indirect, special, incidental, or consequential damages arising out of or in connection with a party's negligent acts or omissions or willful misconduct or a party's performance or failure to perform its obligations under this Agreement. Except for personal injury or death, a party's negligent acts or omissions or willful misconduct of a party's performance or failure to perform its obligations under this Agreement or otherwise, is limited to a sum not to exceed Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars.

**24. Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Site is located. The parties agree that the venue for any litigation regarding this Agreement shall be Rowan County, North Carolina. Lessor and Lessee shall attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation. If such attempts fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for mediation, fact-finding or other form of alternate dispute resolution. Neither of the parties may unreasonably withhold acceptance of such an advisor, and his or her selection will be made within forty-five (45) days after notice by the other party demanding such mediation. The cost of such mediation or any other alternate dispute resolution agreed upon by both parties shall be shared equally by Lessor and Lessee. Any dispute which cannot be so resolved between the parties within one hundred eighty (180) days of the initial demand by either party for such mediation shall be finally determined by the courts. The use of such a procedure shall not be construed to affect adversely the rights of either party under the doctrines of laches, waiver or estoppel. And nothing in this Section shall prevent either party from resorting to judicial proceedings if: (i) good faith efforts to

resolve a dispute under these procedures have been unsuccessful; or (ii) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

**25. Assignment and Sublease.** Lessor may assign this Agreement and said assignee shall be responsible for Lessor's obligations hereunder; provided, however, that Lessor shall thereafter remain primarily liable to Lessee for the performance of all of Lessor's obligations under the terms and conditions of this Agreement. Any assignment by Lessee shall be subject to Lessor's approval in writing in advance which approval shall not be unreasonably withheld. Lessee may sublease or license use of all or any portion of the Site without the consent or approval of Lessor.

**26. Signing Bonus.** As additional consideration for entering into this Agreement, Lessee agrees to pay to Lessor Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) within sixty (60) days of full execution of this Agreement by both parties.

**27. FCC and FAA Rules.** As a Federal Communications Commission ("FCC") licensee, Lessee is required by Part 17 of the FCC rules to ensure that tower structures upon which its radio/television antennas are located, satisfy certain lighting and painting specifications. Lessor shall be solely responsible for the maintenance of said tower and ensuring that the tower is operated in compliance with all lighting and painting rules and requirements of the FCC and any similar rules and requirements of the Federal Aviation Administration ("FAA") (the "FCC/FAA Rules"), and will further indemnify and hold Lessee and its Subtenants harmless from and against any and all costs, expenses, fees or liability arising from Lessor's failure to comply with said FCC/FAA Rules. If Lessor shall fail to reimburse Lessee for any amount(s) expended by Lessee on account of the reasons set forth herein, Lessee shall have the right to deduct such amount(s) from future monthly rentals due hereunder until Lessee has been completely reimbursed for such amount(s). Lessee may, but shall not be obligated to, give Lessor ten (10) days advance written notice of its failure to comply with said FCC/FAA Rules. In the event

Lessor fails to correct such FCC/FAA Rules violation(s), Lessor shall be entitled, but not obligated to, cause such work to be done as is necessary to make the Site (and all equipment and improvements thereon) comply with such FCC/FAA Rules, and deduct the cost of such work from future monthly rentals otherwise due and payable by Lessor as set forth under this Agreement, along with an additional twenty percent (20%) of the actual cost of such work as an administration fee. In the event Lessor directs Lessee to provide or perform all or any part of the maintenance required by said FCC/FAA Rules, Lessee shall promptly commence and diligently pursue the performance thereof, and Lessee shall notify Lessor when such maintenance has been performed. Lessee shall then be entitled to submit to Lessor an invoice for an amount equal to one hundred ten percent (110%) of the costs and expenses actually incurred by Lessor to perform such maintenance. Lessor agrees that it shall promptly pay said invoiced amount to Lessee, or with Lessee's consent, shall permit Lessee to deduct such amount from the current and future rent otherwise due and owing from Lessee to Lessor under this Agreement.

**28. Maintenance of Records.** During the term of this Agreement, Lessee shall keep financial and engineering records in accordance with Lessee's general record keeping practices with respect to the Site, the licenses, and the Subtenants using the Site (collectively "Site Records"); and to retain such Site Records for a period of one (1) year following the termination or expiration of same. Lessor, at Lessor's expense, shall have the right to inspect and audit such Site Records, upon reasonable written request.

**29. Miscellaneous.**

**Recording.** Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

**Entire Agreement.** Lessor and Lessee agree that this Agreement contains all of the agreements,

promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. No provision in this Agreement may be waived except in writing signed by the party to be charged with such waiver.

**Captions.** The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

**Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

**Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

**Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect; provided, however, that if the invalid, provision goes to the heart of this Agreement, this Agreement shall be deemed terminated.

**IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its

equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

Waiver. The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Benefit. The provisions of this Agreement apply to and are binding upon the parties hereto, and their respective heirs, successors, executors, administrators and assigns (the latter if permitted).

Cumulative Rights. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

**LESSOR:**

City of Kannapolis,  
a North Carolina municipal corporation

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**IN WITNESS WHEREOF**, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

**LESSEE:**

Pinnacle Towers LLC,  
a Delaware limited liability company

By: \_\_\_\_\_(SEAL)

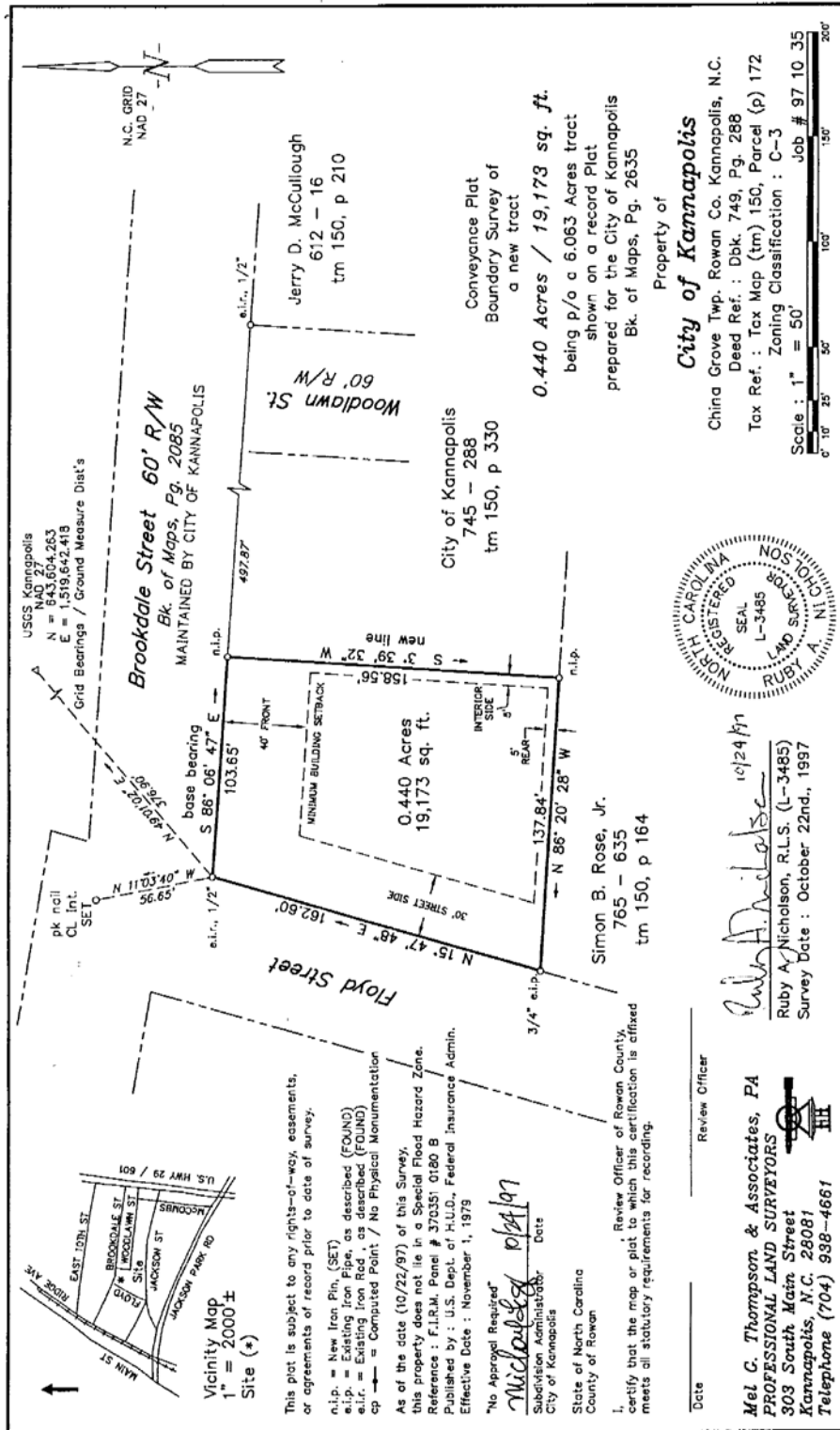
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**

[Label a recorded copy of Lessor’s deed as Exhibit “A” and insert here]

# EXHIBIT "B"



## EXHIBIT “C”

### Landlord Equipment Space

### **City of Kannapolis 300' Self-Support Tower Design**

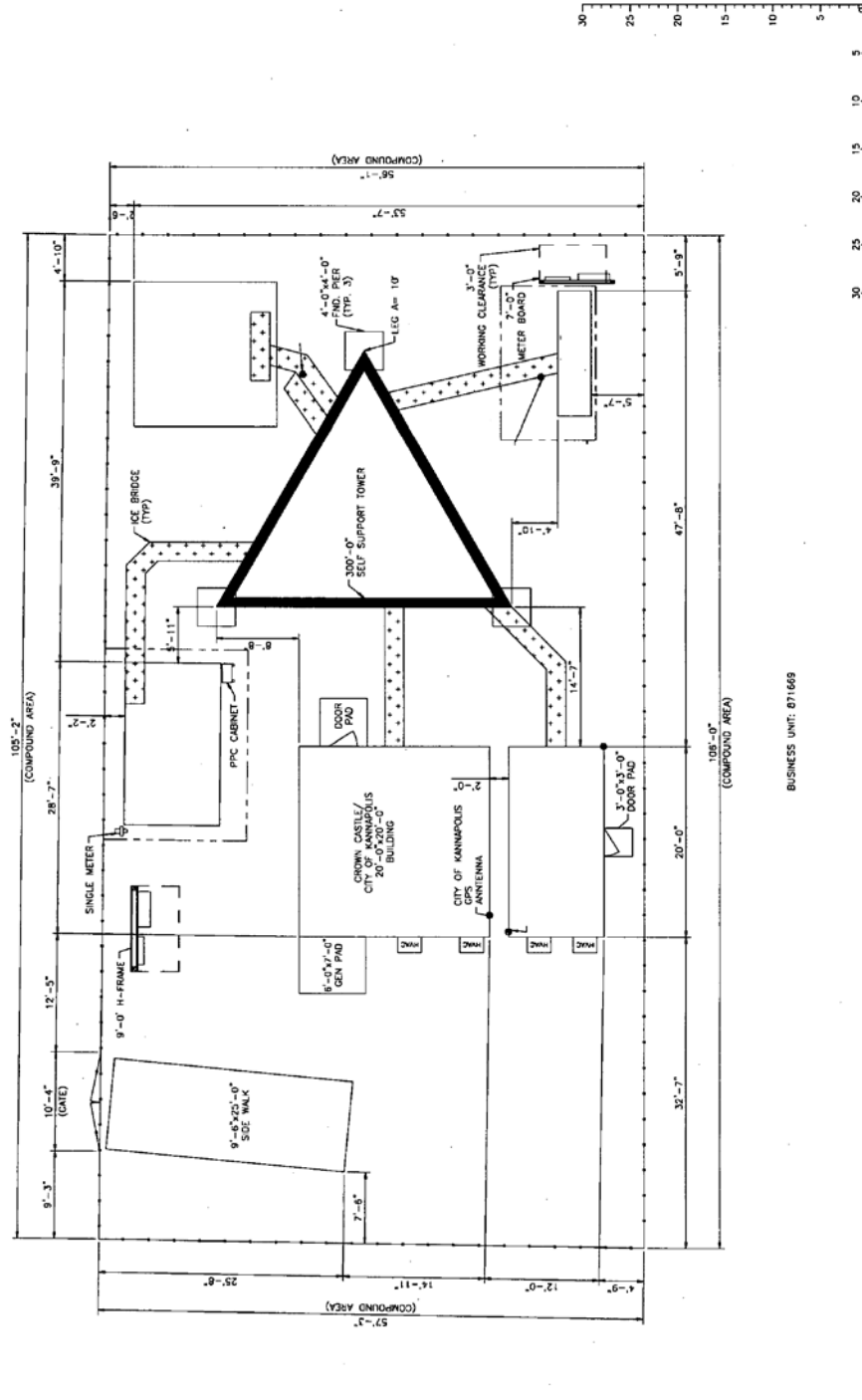
The following antenna placements designate commercial antennas as well as antennas for City of Kannapolis.

Quant.	Height	Antenna		Line Size
1	300	DB809	<b>City of Kannapolis</b>	1 5/8"
1	300	DB809	Future Open Upright	1 5/8"
1	300	DB809	Future Open Upright	1 5/8"
1	280	DB809	<b>City of Kannapolis</b>	7/8"
1	280	DB809	Future Open Upright	1 5/8"
1	280	DB809	Future Open Upright	1 5/8"
1	250	DB809	<b>City of Kannapolis Future</b>	1 5/8"
1	250	DB809	Future Open Upright	1 5/8"
1	250	DB809	Future Open Upright	1 5/8"
1	240	DB809	Future Open Upright	1 5/8"
1	240	DB809	Future Open Upright	1 5/8"
1	240	DB809	Future Open Upright	1 5/8"
1	230	DB809	Future Open Upright	1 5/8"
1	230	DB809	Future Open Upright	1 5/8"
1	230	DB809	Future Open Upright	1 5/8"
12	220	ALP-9212	Future Panel Antennas	1 5/8"
1	210	DB809	Future Open Upright	1 1/4"
1	210	DB809	Future Open Upright	1 1/4"
1	210	DB809	Future Open Upright	1 1/4"
12	200	ALP-9212	Future Panel Antennas	1 5/8"
1	100	6' M/W Dish	<b>City of Kannapolis</b>	1 1/4"
1	100	6' M/W Dish	<b>City of Kannapolis</b>	1 1/4"
1	60	6' M/W Dish	<b>City of Kannapolis</b>	1 1/4"

Future antenna positions will be made available to the City of Kannapolis for the purpose of expanding/enhancing the communications system. All antenna positions to be mutually agreed upon between City of Kannapolis and Motorola Network Services.

# EXHIBIT "D"

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)  
OF EQUIPMENT BUILDING/FLOOR SPACE  
AND ANY OTHER INSTALLATION AT THE SITE



**EXHIBIT “E”**

APPROVED EQUIPMENT

[ATTACHED HERETO]



## Customer Approved: Jan 28 2013

Application ID: 155915

Revision # 5 Submitted: Nov 07 2012

Submitted By: Tania Fusco

Original Submit Date: Aug 22 2012

Desired Install Date: Sep 10 2012

Reason for Application: Adding additional equipment to existing config

JDE Job Number 201483

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

### Company Information

**MLA:** Stand Alone Agreement - TLA  
**Company:** City of Kannapolis  
**Address:** PO BOX 1199  
**City/Town:** KANNAPOLIS  
**State:** NC **Postal Code:** 28082  
**Customer Job Number:** N/A  
**Customer Payment Reference:** N/A  
**Customer Site Name:** Kannapolis  
**Customer Site Number:** n/a

### Site Information

**Crown Castle Site Name:** Kannapolis  
**Crown Castle Site ID:** 871669  
**Crown Castle District:** West Carolina  
**Address:** 932 Floyd St & Brookdale St  
**City/Town:** KANNAPOLIS  
**State:** NC **Postal Code:** 28081  
**County:** Rowan  
**Latitude:** 35° 30' 25.32" **Longitude:** -80° 36' 52.98"  
**Structure Type:** SELF SUPPORT **Structure Height:** 300 ft

### Legal Entity Information

**Operating Legal Entity:** City of Kannapolis  
**Primary Contact:** Pat Patty **Phone:** 704-920-4012  
**E-mail:** ppatty@ci.kannapolis.nc.us **Fax:** N/A  
**Address:** 314 South Main St  
**City/Town:** Kannapolis **State:** nc **Postal Code:** 28081  
**RF Contact:** Dave Walton **Phone:** 704-562-8596  
**E-mail:** nxt637@motorolasolutions.com

### Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies		Start	Stop	Receive	
				Transmit				Start	Stop
1	Digital	225.0	ESMR-800	851.0	869.0	806.0	824.0		
2	Analog	100.0		154.34	154.34	154.34	154.34		
3	MW Link	100.0	2.4 GHz. Un-Licensed	2400.0	2500.0	2400.0	2500.0		
4	MW Link	57.0		6595.0	6595.0	6595.0	6595.0		
5	Analog	60.0		154.43	154.43	154.42	154.43		
6	Analog	112.0	ESMR-800	857.0	857.0	812.0	812.0		

### Antenna Information



Pos.	Cust Mount Class / CAD	Line Mount Elev	Level	Mount Azimuth	Leg or Face	Mfg. / Model	Transmit Svc	Transmit Start	Transmit Stop	Receive Start	Receive Stop	Use	Orient	Status
A	Side Arm Mount Side Arm Mount [SO 306-1]	81	70.0 FT	120	Leg B	DECIBEL DB224E-A	2	154.34	154.34	154.34	154.34	TX/RX	Upright	Installed
A	Pipe Mount Pipe Mount [PM 601-1]	90	90.0 FT	180	Face B	PACIFIC WIRELESS GD24-24	3	2400.0	2500.0	2400.0	2500.0	TX/RX	Mid-Mount	Installed
A	Pipe Mount Pipe Mount [PM 601-1]	95	95.0 FT	217	Leg C	RFS/CELWAVE 4 PAD6-65A	4	6595.0	6595.0	6595.0	6595.0	TX/RX	Mid-Mount	Installed
A	Side Arm Mount Side Arm Mount [SO 309-1]	225	212.0 FT	120	Leg B	DECIBEL DB616-AB	5	154.43	154.43	154.42	154.43	TX/RX	Upright	Installed
A	Side Arm Mount Side Arm Mount [SO 305-1]	290	282.0 FT	90	Leg B	RFI ANTENNAS CC807-11	1	N/A	N/A	806.0	824.0	RX	Upright	Proposed
A	Side Arm Mount Side Arm Mount [SO 308-1]	300	295.0 FT	0	Leg B	DECIBEL ASP-952	6	857.0	857.0	812.0	812.0	TX/RX	Upright	Installed
A	Side Arm Mount Side Arm Mount [SO 305-1]	307	298.0 FT	90	Leg B	RFI ANTENNAS CC807-11	1	851.0	869.0	N/A	N/A	TX	Upright	Proposed

## Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	Side Arm Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	131.0	F2E	FLLDR	Installed
A	Pipe Mount	1	Primary: ANDREW Secondary: N/A	LDF4P-50A	140.0	F2E	FLLDR	Installed
A	Pipe Mount	1	Primary: RFS/CELWAVE Secondary: N/A	WE65	145.0	F2E	FLLDR	Installed
A	Side Arm Mount	1	Primary: ANDREW Secondary: N/A	LDF5-50A	275.0	F2E	FLLDR	Installed
A	Side Arm Mount	1	Primary: ANDREW Secondary: ANDREW	AVA5-50 FSJ4-50B	340.0 340.0	F2E F2E	FLLDR FLLDR	Proposed Proposed
A	Side Arm Mount	1	Primary: ANDREW Secondary: N/A	LDF7-50A	350.0	F2E	FLLDR	Installed
A	Side Arm Mount	1	Primary: ANDREW Secondary: N/A	AVA7-50	357.0	F2E	FLLDR	Proposed

## Optional Component Information



Pos.	Customer Mount Class	Qty.	Type	Mfg.	Tower Mounted Equipment Model	Elevation	Status
A	Side Arm Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Pipe Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Pipe Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Side Arm Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Side Arm Mount	1	TMA	BIRD TECHNOLOGIES GROUP	428B-83H-01-T	290.0 ft	Proposed
A	Side Arm Mount	N/A	N/A	N/A	N/A	N/A	N/A
A	Side Arm Mount	N/A	N/A	N/A	N/A	N/A	N/A

**Power Requirements**

VAC	Need Crown Power	Phase	Amps
120/240	No	Single Phase	0

**Lease, Pad, and Building Requirements****Building****Building Id #:**

N/A

**Building Type:**

BLDG

	Length	Width	Height	SQ. Footage	Status
Lease	N/A N/A	N/A N/A	N/A N/A	N/A	N/A
Pad	N/A N/A	N/A N/A	N/A N/A	N/A	N/A
Building	20ft 0in	20ft 0in	N/A N/A	400.0	INSTLLD

**Other Pad Requirements**

No cabinets, dishes or other pads exist for this application

**Number of Existing Cabinets:** 0**Number of Proposed Cabinets:** 0**Generator Requirements**

No generators exist for this application

**Battery Requirements**

Type	Qty.	Mfg.	Model	Is Battery Backup Required?	No
N/A	0	N/A	N/A		
N/A	0	N/A	N/A		

**Comments/Additional Information****Comments:**

Removing 6' dish and line at 166' CL and remaining installed to remain then add (2) antenna (3) lines (1) TMA.

\*\*Indicates where Cut Sheet data has been entered.

**NOTICE:** Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

**Appendix A - Antenna, Feedline, TME Specifications****Antenna Specifications**

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	DECIBEL	DB224E-A	DIPOLE	255.0 IN	1.25 IN	0.0 IN	32.0 LBS	3.15 FT2
1	PACIFIC WIRELESS	GD24-24	GRID DISH	36.0 IN	28.5 IN	16.0 IN	11.0 LBS	0.0 FT2
1	RFS/CELWAVE	PAD6-65A	MICROWAVE DISH	79.0 IN	79.0 IN	52.0 IN	185.0 LBS	0.0
1	DECIBEL	DB616-AB	OMNI	244.8 IN	2.5 IN	2.5 IN	51.0 LBS	3.4 FT2
1	DECIBEL	ASP-952	OMNI	132.0 IN	2.75 IN	0.0 IN	17.0 LBS	1.2 FT2

2 RFI ANTENNAS CC807-11 OMNI 206.0 IN 3.0 IN 0.0 IN 49.0 LBS 0.0

**Feedline Specifications**

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
2	ANDREW	LDF5-50A	7/8"	1.09 IN
1	ANDREW	LDF4P-50A	1/2"	0.63 IN
1	RFS/CELWAVE	WE65	ELLIPTICAL	1.18 IN
1	ANDREW	LDF7-50A	1-5/8"	1.98 IN
1	ANDREW	AVA7-50	1-5/8"	2.01 IN
1	ANDREW	AVA5-50	7/8"	1.102 IN
1	ANDREW	FSJ4-50B	1/2"	0.52 IN

**Tower Mounted Equipment Specifications**

Quantity	Manufacturer	Model	Weight	Dimensions	Frequency	Sail Area
				Length Width Height	Low High	
1	BIRD TECHNOLOGIES GROUP	428B-83H-01-T	17.5 LBS	6.0 IN 6.0 IN 18.0 IN	792.0 MHZ 824.0 MHZ	0.0 FT2

ORIENT

UP

CUSTOMER

CITY OF KANNAPOLIS, NORTH CAROLINA

STATUS

81 INSTALLED

ANTENNA

FEEDLINE

TX/RX

QTY

SIZE

QTY

LINE TYPE

TIME

MODEL

DB24E-A

QTY

1

TIME

7/8"

QTY

0

MODEL

REVISIONS

NO.

DATE

DESCRIPTION

1

11/2/2012

REVISION FOR WORK ORDER 322112

DRAWN/CHECKED BY: E2CAD

DRAWING DATE: 8/23/2012

SITE NUMBER:

871689

SITE NAME:

KANNAPOLIS

BUSINESS UNIT NUMBER:

871689

SITE ADDRESS:

932 FLOYD ST & BROOKDALE ST  
KANNAPOLIS, NC 28061  
KANNAN COUNTY  
US

SHEET TITLE:

70 FT INSTALLED LEVEL

SHEET NUMBER:

871689

CROWN CASTLE

CROWN REGION ADDRESS

USA

SPACE RESERVED FOR PROFESSIONAL SEAL

CARRIER'S LOGO

LEVEL DRAWING

DATE: 11/2/2012

FILE NAME: 871689\_A\_70\_1.dwg

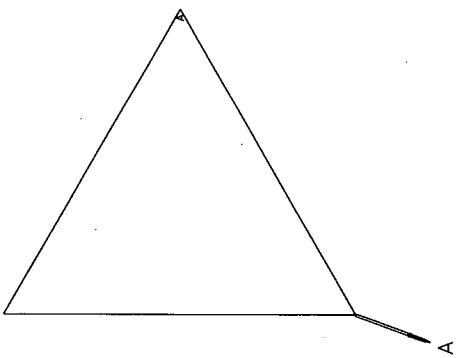
(SO 306-1)

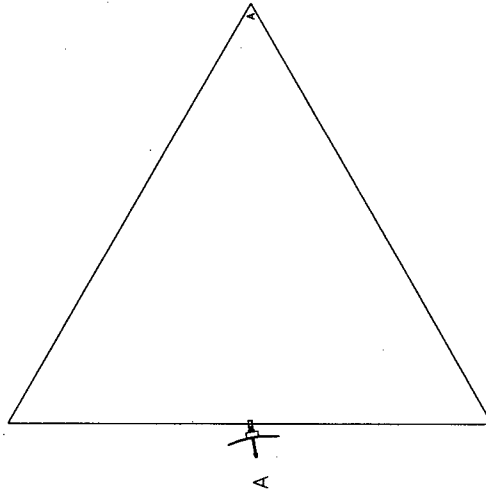
BUSINESS UNIT: 871689

TOWER ID: A

LEVEL: 70

OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS





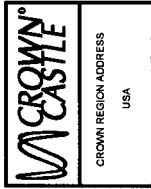
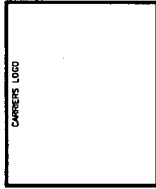
## LEVEL DRAWING

OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS

[illegible]

SHEET NUMBER

**A1-X**



NO.	DATE	DESCRIPTION
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DRAWING DATE: 8/23/07

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SITE NAME:

SITE NAME:  
KANNAPOLIS

BUSINESS UNIT NUMBER:  
871669

SITE ADDRESS:  
932 FLOYD ST & BROOKDALE ST  
KANNAPOLIS, NC 28061  
KANNAN COUNTY  
US

SHEET TITLE:  
95 FT INSTALLED LEVEL

SHEET NUMBER:  
A1-X

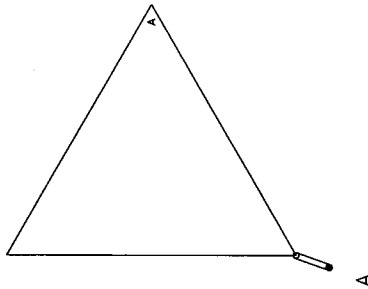
ORIENT	CUSTOMER	ANTENNA				FEEDLINE				TIME			
		STATUS	MODEL	AZ	TECH	TX/RX	QTY	SIZE	QTY	TIME TYPE	MFG	MODEL	
A	IND	CITY OF KANNAPOLIS, NORTH CAROLINA	95	INSTALLED	RFS/CELMARE	PA08-ISA	217	MM	Link	TX/RX	1	WE65	0
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OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS

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LEVEL DRAWING

PLOT DATE: 11/22/12 FILE NAME: 871669\_A\_95.dwg ( PM 6:11 )



SHEET NUMBER

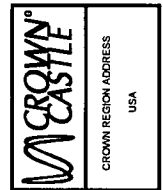
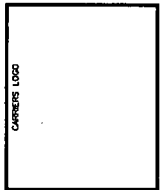
OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS

BUSINESS UNIT: 871669 TOWER ID: A LEVEL: 212

## LEVEL DRAWING

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		Q	STATUS	MFG	MODEL	AZ	TECH	TX/RX	QTY	SIZE	QTY	TIME TYPE	MFG	MODEL
A	UP	CITY OF KANNAPOLIS, NORTH CAROLINA CITY OF KANNAPOLIS, NORTH CAROLINA	200	PROPOSED PROPOSED	RPT ANTENNAS	C0807-11	90	Digital	RX	1 7/8"	1	TMA	BRO TECH GROUP 4285-83H-01-T	

OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS



CROWN REGION ADDRESS  
USA

NO.	DATE	DESCRIPTION
1	2/1/2012	UPDATE FOR NEW ORDER SHEET

DRAWN/CHECKED BY: EZCAD  
DRAWING DATE: 11/22/2012

SITE NUMBER:  
SITE NAME:

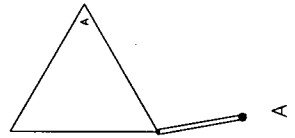
SITE NAME:  
KANNAPOLIS

BUSINESS UNIT NUMBER:  
871669

SITE ADDRESS:  
932 FLOYD ST & BROOKDALE ST  
KANNAPOLIS, NC 28081  
ROWAN COUNTY  
US

SHEET TITLE:  
282 FT PROPOSED LEVEL

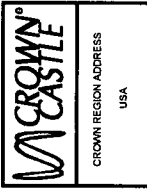
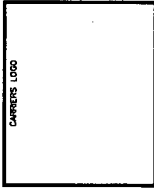
SHEET NUMBER:  
A1-X



BUSINESS UNIT: 871669 TOWER ID: A LEVEL: 282

LEVEL DRAWING

PLOT DATE: 11/22/2012 FILE NAME: 871669\_A\_282\_P.dwg ( 50 305x1)



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DRAWING DATE: 8/23/2012

SITE NUMBER:  
SITE NAME:

SITE NAME:  
KANNAPOLIS

BUSINESS UNIT NUMBER:  
871669

SITE ADDRESS:  
932 FLOYD ST & BROOKDALE ST  
KANNAPOLIS NC 28061  
ROWAN COUNTY  
US

SHEET TITLE:  
295 FT INSTALLED LEVEL

SHEET NUMBER:  
A1-X

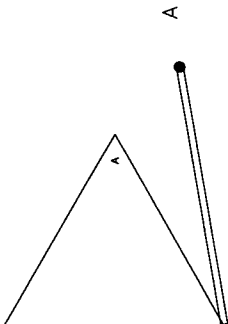
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OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS

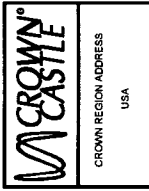
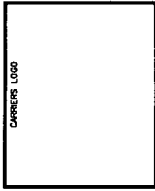
BUSINESS UNIT: 871669 TOWER ID: A LEVEL: 295

LEVEL DRAWING

PLOT DATE: 11/22/2012 FILE NAME: 871669\_A\_295.dwg (50 306-1)







NO.	DATE	DESCRIPTION
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DRAWN/CHECKED BY: EZCAD  
DRAWING DATE: 11/2/2012

SITE NUMBER:  
SITE NAME:

SITE NAME

KANNAPOLIS

BUSINESS UNIT NUMBER

871669

SITE ADDRESS

932 FLOYD ST & BROOKDALE ST  
KANNAPOLIS, NC 28081  
ROWAN COUNTY  
US

SHEET TITLE

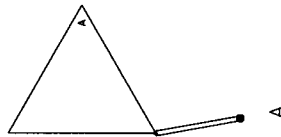
298 FT PROPOSED LEVEL

SHEET NUMBER

A1-X

ORIENT		CUSTOMER		STATUS		MFG		MODEL		AZ		TECH		TX/RX		QTY		SIZE		TIME		MFG		MODEL	
A		CITY OF KANNAPOLIS, NORTH CAROLINA		307 PROPOSED		RT ANTENNAS		CDS07-11		90		Digital		TX		1		1-5/8		0					

OPERATING LEGAL ENTITY: CITY OF KANNAPOLIS



BUSINESS UNIT: 871669 TOWER ID: A LEVEL: 298

LEVEL DRAWING

PLOT DATE: 11/2/2012 FILE NAME: 871669\_A\_298\_P.dwg (50 305-1)

**EXHIBIT “F”**

[ATTACHED HERETO]



2000 Corporate Drive  
Canonsburg, PA 15317  
(724) 416-2000

## Installation Standards for Construction Activities on Crown Castle Tower Sites

Document #

**QAS-STD-10068**

Revision #

**B**

Issue Date

**11-29-2011**

Dept. Owner

**Dir. Quality Assurance**

Distribution

**Public**

### INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE TOWER SITES

#### 1. GENERAL

- a. The main purpose of this document, and the documents referenced herein, is to ensure:
  - i. That CCUSA (Crown) tower sites remain accessible to all Crown customers
  - ii. That the construction activities are in compliance with the CDs and latest structural analysis
  - iii. That the construction activities are in compliance with all Federal, State and Local codes and regulations
  - iv. That the tower site is not adversely affected by the construction activities
  - v. That the construction activities do not become a Crown operations and/or cost issue

NOTE: All items not in conformance to the Crown Castle approved CDs and/or latest SA will be brought up to Crown's approved standards by installing contractor; Otherwise said issues will be repaired by a Crown approved vendor and back billed to the customer/contractor of record.

- b. These standards are based on four operational objectives:
  - i. To maintain compliance with federal, state, and local safety requirements
  - ii. To maintain compliance with federal, state, and local codes and jurisdictional rules
  - iii. To foster long term reliability of the site and tower structure for all of our customers
  - iv. To ensure the quiet and safe operational enjoyment to our customers.
- c. The purpose in establishing these requirements is to ensure that tower sites across the portfolio are maintained to a consistent standard regardless of terrain, location, tower type, and tower height. Compliance with these standards will ultimately promote a consistent customer experience on Crown towers across the company wide portfolio.
- d. It is expected, at a minimum, that areas of non-compliance with these standards will be identified during Construction Activities and/or Punch Walk Inspection (PWI) for associated installation. It is also expected that resolution of non-compliances will be accomplished within time frames commensurate with the associated risk, before Crown sign off and to avoid becoming a Crown operations and/or cost issue.
- e. These standards and guidelines will be followed by all General Contractors (GC) their Lower Tier Contractors (LTC), and Crown Castle Personnel regardless of whether the equipment installation is being managed by Crown or the Customer directly.
- f. This document is not an installation SOW. It is not the intent of this document to direct the actual construction activities and individual steps needed to complete customer equipment installations.
- g. The Crown Castle Construction Manager (CM) will be the GC point of contact during the entire project and shall be notified 48 hours before any construction activity begins on site.



2000 Corporate Drive  
Canonsburg, PA 15317  
(724) 416-2000

## Installation Standards for Construction Activities on Crown Castle Tower Sites

Document #

**QAS-STD-10068**

Revision #

**B**

Issue Date

**11-29-2011**

Dept. Owner

**Dir. Quality Assurance**

Distribution

**Public**

### 2. REFERENCES

DOCUMENT NO.	TITLE/DESCRIPTION
ENG-PLN-10050 attachment	Exampleville Drawings
ENG-PLN-10015	Cutting and Welding Safety Plan
Crown services web page	CCUSA Close-out Requirement
ENG-STD-10090	CCUSA Grounding Standard
ENG-STD-10091	Down Conductor Standard for Antenna and Line Grounding
ENG-STD-10074	Fuel Cell Set back Standard

### 3. DESCRIPTION

A. The installation standards and guidelines are as follows:

#### 3.1 CONSTRUCTION DRAWING REVIEW

3.1.1 All construction drawings will be submitted to Crown for **review and approval** of the following:

- Compliance to the Crown construction standards as described in the CD approval process.
- Ground level equipment placement with-in the site compound.
- Compliance to the SA and Application for any tower mounted equipment **placement and routing**.
- Routing and placement of any equipment, supports, cables or utilities inside the Crown site compound or lease area.
- Construction detail, to ensure that all construction practices, at minimum, meet Crown standards and the documents referenced herein.

NOTE: Any and all changes/deviations from the approved CDs must be approved by Crown Construction Manager and/or Project Manager prior to the change/deviation being constructed.

#### 3.2 PRE-CONSTRUCTION WALK

3.2.1 Pre-Con walks will be based on the Crown approved CDs and will be conducted as required by the Crown Construction Manager.

3.2.2 The General Contractor (GC) and its Lower Tier Contractors (LTC) will meet A&E firm and Crown representative on site to go over any and all site conditions and work to be performed.

3.2.3 The General Contractor (GC) and Crown representative will conduct a physical assessment and discuss the condition of the tower & site:

- GC and Crown representative will document (in writing and signed by both) all pre-existing site maintenance conditions that GC **will not** be required to repair as part of the customer install.
- Crown Castle Representative will ensure all pre-existing site maintenance conditions are identified in writing (including photos) to the applicable Crown Parties for their review and scheduled repair when necessary.

NOTE: GC may be asked to repair said pre-existing conditions, while on the site, at Crown's expense and following Crown's standard procurement policies.

- Documented pre-existing items will not show up on the GC's punch list.

#### 3.3 NOTICE TO PROCEED (NTP) REQUIREMENTS

3.3.1 Customer/GC will contact Crown, 48 hours prior to work commencement, to fulfill all requirements of the Crown NTP process.

3.3.2 General Contractors will receive, sign and/or acknowledge & return Crown's NTP prior to construction activity commencement.



2000 Corporate Drive  
Canonsburg, PA 15317  
(724) 416-2000

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**QAS-STD-10068**

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**11-29-2011**

Dept. Owner

**Dir. Quality Assurance**

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## **Installation Standards for Construction Activities on Crown Castle Tower Sites**

- a. Crown approved CDs and latest Structural Analysis will be included with the NTP.

### **3.4 CONSTRUCTION ACTIVITIES**

- 3.4.1** All construction activities will be in compliance with all Federal, State, and local codes and regulations and the following Crown standards:

- a. Structural Analysis SOW
- b. CCUSA A & E Standards
- c. CCUSA Construction Standards Details
- d. CCUSA Contractor Closeout Package Requirements
- e. CCUSA Cutting & Welding Policy and Welding Guidelines
- f. CCUSA Grounding Details
- g. CCUSA Ground Resistance Testing Procedure (Megtest) (See Closeout Requirements)
- h. Site Clearance & Work Space for LPG.

### **3.5 ACCESS ROAD CONDITIONS AND PRESERVATION**

- 3.5.1** Maintain clear and safe access to all existing customers on the tower site.
- 3.5.2** Maintain or restore the access road to the pre-construction conditions.
- 3.5.3** Observe all special access and working time frames at the site, as provided by the Crown CM. (Hours, Working Areas, LL Request, Business Request, Traffic Control, etc.)

### **3.6 SITE COMPOUND CONDITIONS AND PRESERVATION**

- 3.6.1** Maintain clear and safe access to all existing customers on the tower site.
- 3.6.2** Maintain or restore the tower site to the pre-construction conditions, including but not limited to the following:
  - a. Maintain erosion control during construction activities.
  - b. Keep site secure during construction activities.
  - c. Replace to pre-construction condition all fencing removed for installation construction activities.
- 3.6.3** Notify Crown representative a minimum of 48 hours before any concrete pouring, excavating or backfilling activities take place, to avoid conflicts in scheduling of other on site activities.
- 3.6.4** Document any (prior Crown approved) deviation from the approved construction drawings in an AS\_BUILT drawing set, to accurately document the location of customer's conduits, ground rings, and other installed equipment.
- 3.6.5** Maintain a clean and safe working environment on site at all times.
  - a. All construction spoils will be removed from the tower site (except that which is needed for backfilling purposes).
    - i. Spoils shall only be used if suitable for proper backfilling and compaction of trenches.
    - ii. **NO** burning or burying of debris is permitted at any Crown tower site
    - iii. Construction spoils are **NOT** to be dumped or spread on Land owner's property, with out the written consent of Crown and land owner and consent must be included in the closeout package.
- 3.6.6** When working directly for Crown, GC and LTC will warrant all workmanship for a period of 1 year, or the period defined by properly executed appendix.
- 3.6.7** Borrowing electric power from any customer equipment or shelter is prohibited.
  - a. Contractors are only permitted to use receptacles owned by Crown
  - b. Supply a portable generator, for construction activities, where a Crown owned GFI is not present. NOTE: Any fuel/oil spillage will be reported to the Crown NOC immediately @ 1-800-788-7011.
  - c. Contractors found using unauthorized customer power could result in disciplinary action.



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- 3.6.8** All questionable environmental and historical discoveries will be reported immediately to the Crown NOC @ 1-800-788-7011 and Crown CM. This will result in a stoppage of construction activities until an investigation is completed.



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### 3.7 BUILDING/EQUIPMENT PAD CONCRETE CONSTRUCTION

- 3.7.1 All shelter/equipment concrete pads will comply with all federal, state and local codes and jurisdictional rules.
- 3.7.2 All concrete pads will be constructed in accordance with the Crown approved construction drawings.
  - a. Photos will be taken of the foundation rebar cages prior to concrete pouring, and will be inserted into the close-out package.
  - b. Concrete foundations will NOT embed any conduits or grounding conductors that are not owned by the Installing Customer. Where unavoidable, sleeving will be installed as directed by the Crown CM.
  - c. Building/equipment pads will NOT be permitted to be poured as to become part of the tower foundation.
- 3.7.3 All shelter/equipment delivery shall be scheduled with Crown and provide a Lifting Plan to Crown and Customer.
  - a. Lifting Plan shall include but, not limited to the following:
    - i. Impact areas (outside of lease area or easements, fence or gate removal, etc.)
    - Overhead or underground utility requirements (road plates, line shields / insulator, etc.)
    - ii. Tower compound hazards or risk concerns (shelters, cabinets, ice bridges, tower steel, guy wires, etc).
    - iii. Access needs (dozer, stone, tree removal, etc.) Rigging requirements, Permits, etc.

### 3.8 GENERATOR/FUEL STORAGE TANK CONCRETE CONSTRUCTION

- 3.8.1 All generator and/or fuel storage tank concrete pads will comply with all federal, state and local codes and jurisdictional rules.
  - a. Reference Crown "Fuel Cell Set Back Standard" for fuel storage tank guidelines. All concrete pads will be constructed in accordance with the Crown approved construction drawings.
  - b. Photos will be taken of the foundation rebar cages prior to concrete pouring, and will be inserted into the close-out package.
  - c. Concrete foundations will NOT be poured over or embed any conduits or grounding conductors that are not owned by the Installing Customer. Where unavoidable, sleeving will be installed as directed by the Crown CM.
  - d. Building/equipment pads will NOT be poured as to become part of the tower foundation.

### 3.9 GROUND RING INSTALLATION AND TIE IN INTO MAIN (CCUSA) TOWER GROUND RING

- 3.9.1 All customer installed grounding installations will connect to the existing site ground system, for ground potential equalization and consistency.
  - a. Grounding ring: All customer owned equipment, in excess of 50 square feet total leased area, shall have an external ground ring around their equipment that will tie into the Crown tower ground ring in a minimum of 1 place, although 2 places at a minimum of 6' separation is preferable.
  - b. Grounding Radial: All customer owned equipment, less than 50 square feet of total leased area, are permitted to install a radial, attached to grounding electrode/s and the customer equipment, that will tie into the Crown tower ground ring in a minimum of 1 place, although 2 places at a minimum of 6' separation is preferable.
  - c.
  - d. All customer ground rings will tie into Crown's tower ground ring using parallel Cad-Weld molds, creating long sweeping bends in the grounding conductor.



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- i. "T" (tee) style Cad-weld molds are prohibited when connecting to the Crown Castle owned tower ground ring, however the customer may utilize "T" molds on their own shelter ground ring if they choose.
  - e. All customer installed ground rings will comply with Crown's grounding policies.
  - f. All customer installed ground rings will comply with all federal, state, and local codes and jurisdictional rules.
  - g. All customer installed ground rings and tie in to Crown ground ring will be detailed for approval on customer construction drawings.
- 3.9.2** New customer installed ground ring installations will be installed in accordance with the Crown approved construction drawings, and as to not interfere with any existing customer ground ring.
- a. GC & LTC will restore any existing ground rings broken during customer installation to pre-construction condition.
  - b. All ground ring installations will be installed at a minimum depth of 30" or 6" below the frost line (which ever is the deepest) below finished grade.
    - i. Depth deviations must be approved in advance by Crown CM
  - c. Photos will be taken of all ground ring conductors and connections prior to backfill and inserted into the close-out package.
  - d. All above grade cadweld connections will be cleaned and painted, after weld is complete.
  - e. All mechanical connections will be made using an anti-oxidizing compound (i.e. Kopr-Shield).
  - f. A Three-point fall of potential (megger) test will be conducted, in a minimum of two directions, prior to connection to the Crown MGR and backfill.
    - i. A reading of 5 ohms or less shall be achieved prior to tie in to the existing site grounding system and electrical utilities. **Exception: where 5 ohms is unobtainable, the customer installed ring will be less than or equal to the existing Tower Ground Ring reading.**
    - ii. A reading of 5 ohms or less shall be achieved after tie into the Crown MGR.
    - iii. Megger test results are to be submitted as part of the Crown required close-out package.

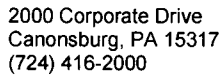
### 3.10 UTILITY INSTALLATION

- 3.10.1** All electric and telco conduits will comply with all federal, state, and local codes and jurisdictional rules and Crown construction standards (i.e. exampleville drawings).
- 3.10.2** All elevated work practices will comply with all federal, state and local codes and jurisdictional rules.
- 3.10.3** All customer electric/telco conduit runs will comply with the Crown approved construction drawings.
- a. Document any deviation from the Crown approved construction drawings in an AS\_BUILT drawing set and submitted as part of the Crown require close-out package.
  - b. All utility conduit installations will be installed at a minimum depth of 30" or 6" below the frost line (which ever is the deepest) below finished grade.
  - c. Photos will be taken of all conduit runs prior to backfill and be inserted into the close-out package.

### 3.11 ANTENNA AND LINE INSTALLATION

- 3.11.1** All elevated work practices will comply with all federal, state and local codes and jurisdictional rules.
- 3.11.2** All antenna and line installations will comply with all federal, state and local codes and jurisdictional rules.
- 3.11.3** **All antenna and line installation will comply with the controlling/latest Structural Analysis (SA)** (i.e. mounts, feedline routing and placement, antenna systems, AM detuning kits, etc.).
- 3.11.4** Customer antenna and line installation will NOT interfere with any existing safety climb cables.
- 3.11.5** Customer antenna and line installation will NOT interfere with any existing tower lighting fixtures.
- 3.11.6** All tower top and mid-level grounding buss bars will mechanically attach directly to the tower structure (with-out insulators).
- a. The tower structure will act as the grounding lead from the antenna location to the tower base.





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- b. Grounding Down Conductors are not encouraged and are only permitted through the Waiver process: See “ENG-STD-10091 Down Conducting Standard for Antenna and Line Grounding” for further details.
- c. Absolutely NO Cadwelding is permitted on a Crown owned or managed tower.

**3.11.7** GC & LTC will coordinate construction activities with Crown’s representative.

- a. Contractors and sub-contractors are prohibited from conducting any work on the tower site while elevated work is being performed, including interior shelter work.
  - i. GC will give Crown a 24 hour notice prior to conducting elevated work.

**3.11.8** All coax installed on a painted tower shall be painted to match existing color condition, as required by regulatory and/or other jurisdiction rules.

**3.11.9** Absolutely NO cutting or welding to Crown towers will be completed during Customer installations.

**3.12.1** Customer modification/reinforcement of the tower or foundations is prohibited.

**3.13.1** Any cabinet or coaxial cable RF energy leakage which causes interference to other users of the Site shall be immediately corrected by the owner of such equipment.

**3.13.2** Questions regarding intermodulation protection should be directed to the attention of: Crown Castle USA Inc., EMC Engineer, telephone: (724) 416-2000.

**3.14.1** All ice bridges should be installed to a minimum of seven (7) feet above finished grade to the lowest coax hanger, as to provide an unobstructed path to all customers' shelter/equipment.

**3.14.2** All icebridge installations will have, at minimum, every other post grounded to the ground ring.

**3.14.3** All ice bridge posts should be installed so that the top of the concrete foundation is a minimum 3" below finished stone, to minimize tripping hazards.

a. **NO ice bridge structure is permitted to attach to the tower or the tower foundation, with-out notice to the Crown CM who will obtain the written consent of Crown's engineering department.**

**3.14.4** The bottom of Ice bridge foundations should be a minimum of 30" deep or 6" below the frost line (whichever is greatest).

**3.15.1** Crown's NOC will be notified of all nests discovered on a tower, prior to construction activity commencement, @ 1-800-788-7011. Work shall not commence at any tower where an active nest has been identified until the Regulatory Department authorizes all parties associated with the open "Migratory Bird" NOC ticket.

**3.15.2** Immediately notify the NOC of any bird carcasses discovered at the tower site. The NOC will notify the Regulatory Department which will provide further instruction regarding the disposition of the carcass.

**3.17 All trash and debris will be removed and site will be in accordance with paragraph 3.6 SITE COMPOUND CONDITIONS AND PRESERVATION.**

**3.18.1** GC will contact the Crown CM to schedule a punch walk inspection.



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## Installation Standards for Construction Activities on Crown Castle Tower Sites

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- a. CM will punch customer installation to ensure that the requirements of this document, and the documents referenced herein, have been met.
- 3.18.2** All close-out documentation will comply with the Crown close-out package requirements. Should the contractor fail to provide the Closeout Package, Crown Castle may enforce the terms of the signed agreement. Contractor agrees to promptly pay Crown Castle liquidated damages, as per their signed agreement.
  - a. GC will be required to submit all close-out package as detailed in the Close-Out Documents Requirements, or a fee may, at Crown's discretion, be charged to GC per the agreement.
  - b. Crown requires these documents to ensure the accuracy of the customers' installation and keep up to date documentation of all customers' installations.
  - c. Any written Crown and/or Land owner agreements will be included in the close-out documents.

Prepared by:  
Parker Poe Adams & Bernstein LLP  
P.O. Box 389  
Raleigh, NC 27602

Return to:  
Crown Castle  
1220 Augusta Drive, Suite 500  
Houston, TX 77057

Tax Parcel # 150 172

#### MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

THIS MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT (“Memorandum”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF KANNAPOLIS, a North Carolina municipal corporation (“Lessor”), with a mailing address 401 Laureate Way, Kannapolis, North Carolina 28081, and PINNACLE TOWERS LLC, a Delaware limited liability company (“Lessee”), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

1. Lessor and Lessee have entered into an entered into an Antenna Site Lease Agreement of even date herewith (“Agreement”), whereby Lessee leases from Lessor the Site (as described below) for a term commencing on March 1, 2019, for an initial term of five (5) years, together with two (2) additional, optional five (5) year renewal terms beyond the initial term, such that the initial term and all renewal terms of the Agreement may last for a term expiring on February 28, 2034, unless sooner terminated as provided in the Agreement.

2. The Site is that approximately 0.44 acre portion of that property located at 932 Floyd Street (Tax Parcel # 150 172), Kannapolis, Rowan County, North Carolina, and being further described in Book 749, Page 288 in the Registry. A general description of the Site is attached hereto as Exhibit A.

3. Lessor has also granted, and does hereby grant, the following easements and rights-of-way over, under and upon Lessor’s Property to Lessee, Lessee’s employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor’s Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon the Site; (ii) an easement over such portion of Lessor’s Property as is reasonably necessary to obtain or comply with any Approvals (as defined in the Agreement); (iii) an easement for construction,

use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Site; and (iv) a utility easement for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

4. This Memorandum contains only selected provisions of the Agreement, and reference is made to the full text of the Agreement and the Agreement for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Agreement and this Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Lessee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

City of Kannapolis,  
a North Carolina municipal corporation

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

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 Memorandum of Amended and Restated Antenna Site Lease Agreement under seal: City of Kannapolis, a North Carolina municipal corporation, by \_\_\_\_\_, its \_\_\_\_\_.

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL OR STAMP]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Memorandum to be duly executed on the day and year first written above.

LESSEE:

Pinnacle Towers LLC, a Delaware limited liability company

By: \_\_\_\_\_(SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

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 Memorandum of Amended and Restated Antenna Site Lease Agreement under seal: Pinnacle Towers LLC, a Delaware limited liability company, by \_\_\_\_\_, its \_\_\_\_\_.

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

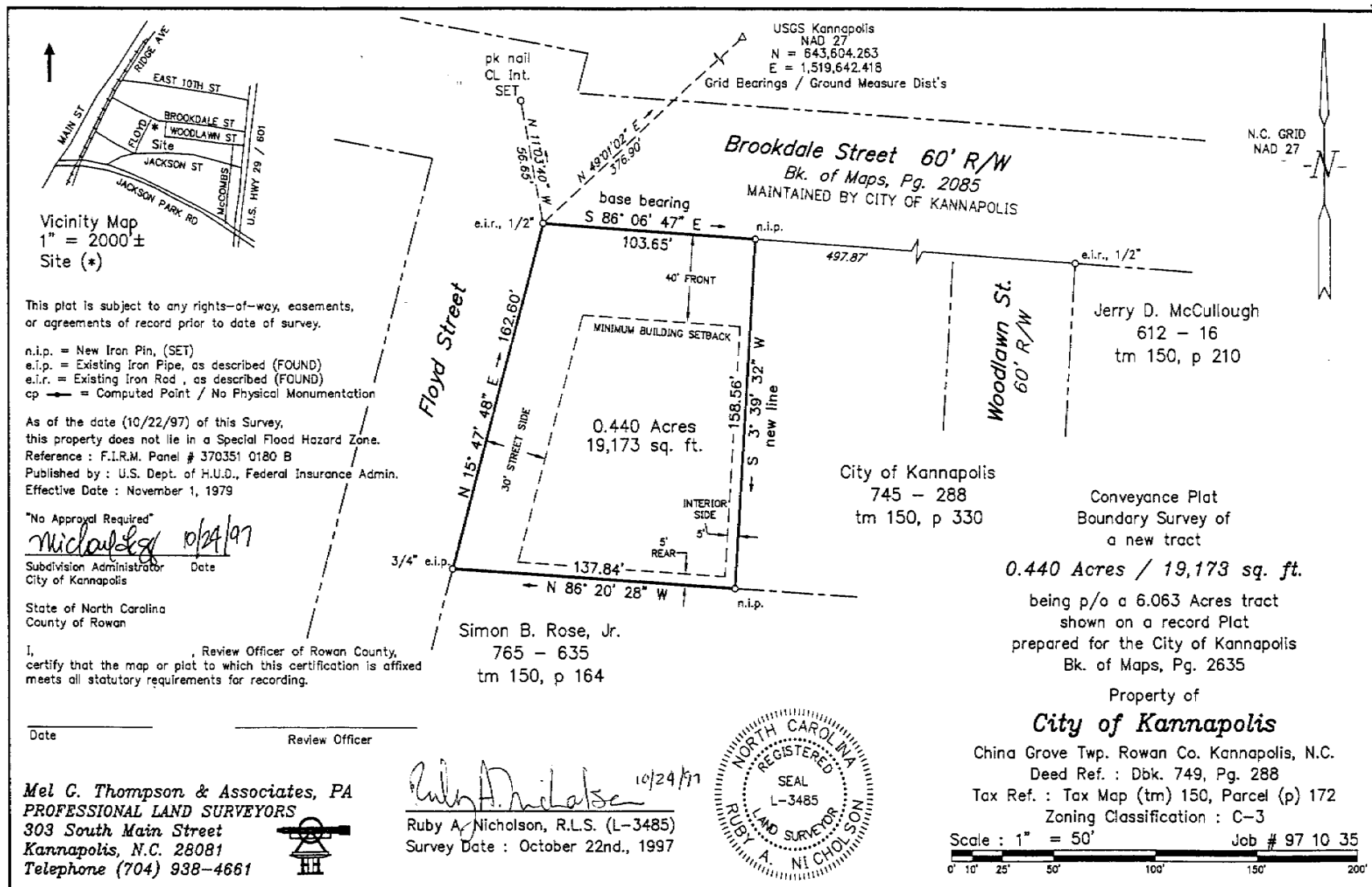
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL OR STAMP]



# EXHIBIT A







## **PUBLIC NOTICE**

### **LEASE OF CITY PROPERTY**

The City Council of the City of Kannapolis will consider a Lease for the following city-owned property:

Communication Tower  
932 Floyd Street  
Kannapolis, North Carolina

The proposed Lease to be considered for the identified property is for a term of an initial term of five years with two successive five-year renewal terms. The proposed Lease is available for inspection by contacting the City Clerk. As consideration for the Lease, Tenant will pay eighty percent of Gross Monthly License Fees received from subtenants as Rent. Tenant will also pay \$25,000 to City upon execution of the Lease. City retains use of the communication tower for city purposes.

City Council intends to authorize execution of the Lease at its next regular meeting.

All persons interested in this Lease are invited to attend the meeting of the City Council to be held in the Council Chambers, City Hall, 401 Laureate Way, Kannapolis, North Carolina at 6:00 pm on Monday, January 14, 2019.

---

### **PUBLICATION DIRECTION**

**Publish as a Legal Ad: Publish on the following date: December 14, 2018**

If this date is not acceptable, or any problems please contact immediately:

Bridgette Bell, MMC, NCCMC

City Clerk

City of Kannapolis

401 Laureate Way

Kannapolis, NC 28081

Phone: 704-920-4303

Fax: 704-933-7463

Email: [bbell@kannapolisnc.gov](mailto:bbell@kannapolisnc.gov)



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Eric Davis, Finance Director  
**TITLE:** Budget Ordinance 19-10 and Reimbursement Resolution Demonstration  
Project Parking Deck

**A. Action Requested by City Council**

1. Motion to approve an Ordinance amending the Budget for FY18-19
2. Motion to approve a Reimbursement Resolution

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

Majority present at meeting

**C. Background**

The City Council has previously approved Capital Project Budget Ordinances and a Reimbursement Resolution for the Demonstration Project (Vida) parking deck. But, the previous actions were based upon a construction amount of \$12.1 million. The action proposed for this meeting would amend the budget to a total of \$14,363,062; which is the total acquisition cost of the parking deck upon completion.

**D. Fiscal Considerations**

The City intends to finance the acquisition of the parking deck upon completion of construction.

**E. Policy Issues**

None

**F. Legal Issues**

Approval of the Amended Capital Project Budget Ordinance is required in order for staff to execute the contracts for acquisition of the project Vida parking deck.

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

1. **Motion to approve an Ordinance amending the Budget for FY18-19 and Motion to approve a Reimbursement Resolution related to the Demonstration Project Parking Deck (Recommended)**
2. Do not adopt a Budget Ordinance and Reimbursement Resolution.
3. Motion to table action to a future meeting.

ATTACHMENTS:

File Name

- ❑ Budget\_Amendment\_#19-10\_Demonstration\_Project\_Parking\_Deck.pdf
- ❑ Reimbursement\_Resolution\_Demonstration\_Project\_Parking\_Deck.pdf

**CITY OF KANNAPOLIS, NORTH CAROLINA**  
**ORDINANCE AMENDING THE DEMONSTRATION PROJECT PARKING DECK**  
**CAPITAL PROJECT ORDINANCE**  
**Amendment #19-10**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14<sup>th</sup> day of January, 2019, that the following amendment to the Demonstration Project Parking Deck Capital Project Ordinance for the City of Kannapolis, North Carolina is hereby adopted:

**FUND 805: DEMONSTRATION PROJECT PARKING DECK**

**SECTION I:** Increase Fund Revenue Estimate as follows:

Increase funds from Debt Proceeds (80595-39000) \$ 2,263,062

**SECTION II:** Increase Fund Expenditures as follows:

Capital Outlay (80500-59200) \$ 2,263,062

This Ordinance is approved and adopted this 14<sup>th</sup> day of January, 2019.

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

ATTEST:

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

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

**WHEREAS**, the City Council of the City of Kannapolis (the "*City*") has determined that it is in the best interest of the City to construct a Parking Deck (the "*Project*");

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

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

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

Section 1. **Official Declaration of Intent.** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Bonds. The City reasonably expects to issue the Bonds to finance all or a portion of the costs of the Project and the maximum principal amount of Bonds expected to be issued by the City to pay for all or a portion of the costs of the Project is \$ 14,363,062.

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

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

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

Adopted this 14<sup>th</sup> day of January, 2019.

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

Attest:

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



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Irene Sacks, Director of Economic & Community Development  
**TITLE:** Budget Ordinance Amendment 19-11; Matching Funds NCHFA

**A. Action Requested by City Council**

Motion to approve an Ordinance amending the Budget for FY18-19 related to the NCHFA Grant Matching Funds.

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

Majority present at meeting

**C. Background**

The City applied for and received \$100,000 from the North Carolina Housing Finance Agency for the 2018-19 Urgent Repair Program. This program provides funding for emergency home repairs to very low-income households. To strengthen the application, the City agreed to provide a local match of \$5,000. This match must come from non-federal funds. These funds will go into the Urgent Repair Program to be used to assist households in Kannapolis.

**D. Fiscal Considerations**

The funds for the local match will come from the General Fund - Non-Profit Contributions line item.

**E. Policy Issues**

None.

**F. Legal Issues**

None.

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

1. **Motion to approve an Ordinance amending the Budget for FY18-19 relaetd to the NCHFA Grant Matching Funds (Recommended)**
2. Do not approve Budget Amendment 19-11
3. Motion to table action to a future meeting

ATTACHMENTS:

File Name

▣ Budget\_Amendment\_#19-11\_Matching\_Grant\_Funds\_NCHFA.pdf

**ORDINANCE AMENDING BUDGET FOR THE  
CITY OF KANNAPOLIS, NORTH CAROLINA  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2018  
AND ENDING JUNE 30, 2019  
Amendment # 19-11**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14<sup>th</sup> day of January 2019, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019 is hereby adopted:

**SECTION I - CDBG/HOME GRANT FUND**

Expenditures:

Increase – Urgent Repair Expenses	
Expenditure: 75000-51965 URP18	\$5,000

Revenues:

Increase - Transfer from General Fund	
Revenue: 75090-39200	\$5,000

**SECTION II – GENERAL FUND**

Expenditures:

Increase – Transfer to CDBG/HOME Fund	
Expenditure: 19000-57200	\$5,000

Decrease – Non-Profit Contributions	
Expenditure: 11115-46350	\$5,000

This ordinance is approved and adopted this 14<sup>th</sup> day of January 2019.

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Milton D. Hinnant, Mayor

**ATTEST:**

---

Bridgette Bell, NCCMC, MMC  
City Clerk





**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Eric Davis, Finance Director  
**TITLE:** Budget Ordinance 19-12; Kannapolis Logistics Center NCDOT Improvement Reimbursement

**A. Action Requested by City Council**

Motion to approve an Ordinance amending the Budget for FY18-19 regarding the Kannapolis Logistics Center NCDOT Improvement Package Reimbursement

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

Majority present at meeting

**C. Background**

As part of the Kannapolis Logistics Center (Amazon) incentive grant package, NCDOT awarded a total grant of \$2,394,006.52 for certain road improvements in the area. At the time of approval, everyone agreed that NCDOT would award the grant to the City of Kannapolis, and the City, would in turn, provide the grant funds to the Kannapolis Logistics Center (group that incurred the costs for various road improvements). The total amount of \$2,394,006.52 was received from NCDOT on January 7th, 2019. Upon approval by the City of Kannapolis City Council, the Kannapolis Logistics Center, LLC will be paid the full amount, per the original agreement.

**D. Fiscal Considerations**

This grant is a pass through grant originating from NCDOT.

**E. Policy Issues**

None

**F. Legal Issues**

This grant is a pass through grant originating from NCDOT.

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

1. **Motion to approve an Ordinance amending the Budge for FY18-19 regarding the Kannapolis Logistics Center NCDOT Improvement Package Reimbursement (Recommended)**
2. Do not approve Budget Amendment 19-12; Kannapolis Logistics Center NCDOT Improvement Package Reimbursement
3. Motion to table action to a future meeting

ATTACHMENTS:

File Name

▢ Budget\_Amendment\_#19-12\_Kannapolis\_Logistics\_Center.pdf

**ORDINANCE AMENDING BUDGET FOR THE  
CITY OF KANNAPOLIS, NORTH CAROLINA  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2018  
AND ENDING JUNE 30, 2019  
Amendment # 19-12**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 14<sup>th</sup> day of January 2019, that the following amendment to the Budget Ordinance for the City of Kannapolis, North Carolina for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019 is hereby adopted:

**SECTION I - General Fund**

Expenditures:

Increase Economic Development – Incentive Grant	
Expenditure: 11115-51310	\$2,394,006.52

Revenues:

Increase Appropriated Fund Balance	
Revenue: 10000-34000	\$2,394,006.52

This ordinance is approved and adopted this 14<sup>th</sup> day of January, 2019.

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Milton D. Hinnant, Mayor

**ATTEST:**

---

Bridgette Bell, NCCMC, MMC  
City Clerk



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Mike Legg, City Manager  
**TITLE:** Amend the 2019 Regular Meeting Calendar

**A. Action Requested by City Council**

Motion to adopt a Resolution amending the 2019 regular meeting schedule, canceling the March 11, 2019 regular meeting of the Kannapolis City Council.

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

Majority present at meeting

**C. Background**

Several Members of City Council and Staff will be attending the National League of Cities Conference in Washington D.C. on March 10 - March 13, 2019. It is recommended that the March 11 City Council meeting be cancelled.

**D. Fiscal Considerations**

None

**E. Policy Issues**

None

**F. Legal Issues**

None

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

1. **Motion to adopt a Resolution amending the 2019 City Council meeting schedule cancelling March 11, 2019 (Recommended)**
2. Do not cancel the meeting
3. Motion to table action to a future meeting

**ATTACHMENTS:**

**File Name**

- ▣ Resolution\_amending\_the\_2019\_Meeting\_Calendar.pdf
- ▣ Amended\_2019\_Schedule\_-\_Cancel\_March\_11.pdf

**RESOLUTION  
AMENDING THE 2019 REGULAR MEETING SCHEDULE  
OF THE KANNAPOLIS CITY COUNCIL**

**BE IT RESOLVED** by the Kannapolis City Council, pursuant to North Carolina General Statute 160A-71, that the following amendment be made to the 2019 regular meeting schedule of as follows:

That the regularly scheduled meeting of March 11, 2019 be cancelled due to several Council Members and Staff attending the NLC Conference in Washington, DC from March 10-13, 2019.

**BE IT FURTHER RESOLVED**, that the regular meeting schedule previously adopted by the City Council is hereby rescinded in favor of the schedule set forth in this Resolution.

**BE IT FURTHER RESOLVED**, this regular meeting schedule shall be effective immediately and shall continue in effect unless and until it is revoked or amended by action of the City Council.

Adopted this 14th day of January 2019.

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

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



**KANNAPOLIS CITY COUNCIL 2019  
REGULAR SCHEDULED MEETINGS  
AMENDED**

January 14, 2019  
January 28, 2019

February 11, 2019  
February 25, 2019

**March 11, 2019 (CANCELLED)-Due to Council and Staff attending the NLC Conference**  
March 25, 2019

April 08, 2019  
April 22, 2019

May 13, 2019  
May 27, 2019 **(Memorial Day Holiday – Subject to Change)**

June 10, 2019  
June 24, 2019

July 08, 2019  
July 22, 2019

August 12, 2019  
August 26, 2019

September 09, 2019  
September 23, 2019

October 14, 2019  
October 28, 2019

November 11, 2019  
November 25, 2019

December 09, 2019  
December 23, 2019 **(Meeting Cancelled)**

**All meetings will begin at 6:00 PM in the Kannapolis City Hall located at  
401 Laureate Way, Kannapolis. (Unless otherwise noted)**



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Zachary D. Gordon, AICP, Planning Director  
**TITLE:** Public Hearing CZ-2018-04 - Request to Modify Recreation Amenity Facilities for PUD on Concord Lake Road

<b>A. Action Requested by City Council</b>
--

1. Hold Public Hearing
2. Motion to adopt Resolution to Zone
3. Motion to adopt Statement of Consistency

<b>B. Required Votes to Pass Required Action</b>
--

Majority present at meeting

<b>C. Background</b>
----------------------

The request is to modify the concept plan for the previously approved Piedmont Concord Lake PUD Planned Unit Development. The project was approved in 2008. The site consists of approximately 50.05 acres located on the west side of Concord Lake Road (NC 3) between Holland Street and University Avenue. The purpose of the PUD district is to provide for the orderly development of land with a mix of land uses and intensity. The currently approved plan is for 120 townhomes, 400 apartment units, up to 18.1% of the site as retail along Concord Lake Rd, and 34% of the site as open space. **This plan proposes to remove the amenity center area for the townhome portion of the development only.** The development plan for the balance of the site will remain unchanged.

**Proposed change with this plan:**

- The original plans included an amenity center for the townhome portion of the project.
- The new proposal removes the amenity center for the townhome portion of the project and replaces it with a mix of passive and active recreation uses, include a gazebo, playground equipment, benches and lawn area.

**Note: The planned amenity center for the multi-family portion of the site will remain.**



## **Previous Hearing Before Planning and Zoning Commission**

This request to modify the previously approved amenity center was heard by the Planning and Zoning Commission at their November 7, 2018 meeting. The Commission approved the request by a vote of 5-2, which was less than the 75% required for the decision to be considered final. In accordance with Section 3.3 of the UDO, where approval by the Commission is by less than a 75% vote, the final decision on a request for rezoning must be made by City Council.

### **D. Fiscal Considerations**

None

### **E. Policy Issues**

**Section 3.3.5 of the UDO states that the City Council may consider the following questions, at a minimum, in reviewing an application for rezoning:**

**1. The size of the tract in question.**

The size of the subject tract is approximately 50.5 +/- acres.

**2. Does the proposal conform with and further the goals and policies of the Land Use Plan, other adopted plans, and the goals, objectives, and policies of this Ordinance?**

This property is located in the "Complete Neighborhood 1" Character area in the Move Kannapolis Forward 2030 Comprehensive Plan. The Complete Neighborhood 1 Character area includes primarily existing residential development and allows for single-family and multi-family development as well as neighborhood retail, small format office and live-work units.

**3. Is the proposed rezoning compatible with the surrounding area?**

Properties along Concord Lake Road are primarily zoned for office and commercial uses. Properties to the north, south, and west sides are zoned for high density residential. The design of the property provides a very good transition from high density residential to high intensity commercial. The currently approved plan provides increased buffering and screening to ensure any impacts on existing residential properties will be minimized.

**4. Will there be adverse effects on the capacity or safety of the portion of street network influenced by the rezoning?**

A traffic impact analysis was required for the currently approved project. A condition of approval has been included to ensure a final traffic impact analysis is submitted to, reviewed and approved by the City and NCDOT.

**5. Will there be parking problems?**

The site plan submitted with this request for rezoning includes adequate parking for the listed uses.

**6. Will there be environmental impacts that the new use will generate, such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances?**

There are no anticipated environmental impacts such as water, air, or noise pollution issues

associated with the rezoning request. In addition, all development will be required to conform to all applicable local, state, and federal environmental regulations.

**7. Has there been any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development?**

The character of the area in proximity to the proposed use has remained relatively stable over the recent past.

**8. Is there compliance with the adequate public facilities criteria?**

There are adequate public facilities available to the property, including water, sewer. It is not anticipated that any new development would require additional public facilities.

**9. What are the zoning districts and existing land uses of the surrounding properties?**

Property to the south is zoned RC (Residential Compact) and RV (Residential Village) and includes residential uses. Property to the north is zoned RV and O-I (Office Institutional) and includes residential uses. Property to the east across Concord Lake Road is zoned C-2 (General Commercial) and includes commercial uses. Property to the west is zoned RV (Residential Village) and includes residential uses.

**10. Is the subject property suitable for the uses to which it has been restricted under the existing zoning classification?**

Yes. This is not a request to change the zoning or development plan previously approved. It is a request to remove the amenity center for the townhome portion of the development from the previously approved plan, and replace it with a combination of passive and active recreation uses including a gazebo, playground equipment, benches and lawn area.

**11. Is the zoning compatible with the adjacent neighborhood, especially residential neighborhood stability and character?**

Yes. The proposed use will provide a good transition from high density residential use proposed and the adjacent high intensity commercial uses.

**12. What length of time has the subject property remained vacant as zoned?**

The subject property is not vacant.

**13. Is there an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs?**

Concord Lake Road is a mixed residential and commercial corridor. There are vacant parcels as well as underused parcels in the surrounding area.

**14. Was the existing zoning in error at the time of adoption?**

No.

<b>F. Legal Issues</b>
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None

<b>G. Alternative Courses of Action and Recommendation</b>
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**STAFF RECOMMENDATION**

The City Council may choose to approve or deny the petition as presented.

**Based on the request being consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, staff recommends approval with the following conditions of Zoning Map Amendment Case #CZ-2018-04:**

1. All conditions from the previously approved rezoning (Z-2008-16, attached) shall remain effective with this rezoning.
2. A final Traffic Impact Analysis shall be reviewed and approved by the City and NCDOT.

**ALTERNATIVE COURSES OF ACTION****Approval (2 votes)**

Vote 1 - Motion to adopt Statement of Consistency, as follows:

**Statement of Consistency:** The City Council finds this rezoning consistent with the Move Kannapolis Forward 2030 Comprehensive Plan, adopted by City Council, which locates this property within a Complete Neighborhood 1 Character Area, where existing residential development, and new single-family and multi-family residential development as well as neighborhood retail, small format office and live-work units are allowed. The City Council finds the request for rezoning reasonable and in the public interest because it provides for mixed-uses of a scale appropriate for transitioning between the more intense commercial uses to the east along Concord Lake Road and the lower intensity residential neighborhood to the west of the subject parcel. The proposed rezoning is compatible with the surrounding zoning and is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor is anticipated to generate parking problems or any adverse impact on the environment. Finally, there is adequate access to public facilities.

Vote 2 - Motion to adopt Resolution to Zone (attached)

**Denial (2 votes)**

Vote 1 - Motion to adopt Statement of Consistency, as follows:

**Statement of Consistency:** The City Council finds this zoning map amendment as presented in Case #CZ-2018-04 to be inconsistent with the goals and policies of the ***Move Kannapolis Forward 2030 Comprehensive Plan***, adopted by City Council, because (state reason(s)) and is unreasonable and not in the public interest because (state reason(s)).

Vote 2 - Motion to deny rezoning

Should the City Council choose to deny Case #CZ-2018-04, a motion should be made to deny the rezoning.

ATTACHMENTS:

## File Name

- Statement\_of\_Reasonableness.pdf
- Conditional\_Zoning\_Application.pdf
- CZ-2018-04\_Consistency\_Statement.pdf
- Resolution\_to\_Zone.pdf
- 3.\_Zoning\_Map.pdf
- 4.\_2030\_Future\_Land\_Use\_Map.pdf
- Kannapolis\_Comprehensive\_Plan\_03262018\_quick\_find\_36.pdf
- PZ\_Minutes\_11.7.18\_final.pdf
- 5.\_Site\_Plan.pdf
- WA\_Concord\_Lakes\_Rendering.pdf
- Z-2008-16\_\_Approved\_Rezoning\_\_Conditions.pdf
- Neighborhood\_meeting\_10.4.18.pdf
- address\_list.pdf
- Sign\_Location\_CZ\_2018\_04.pdf
- List\_of\_Property\_Owners\_Notified.pdf
- Rezoning\_Sign\_Yost\_Ave.pdf
- Rezoning\_Sign\_Concord\_Lake\_Rd.pdf
- Notice\_of\_Public\_Hearing\_-\_CZ\_2018-04.pdf

December 5, 2018

City Council  
401 Laureate Way  
Kannapolis NC 28081

**Re: Statement of Reasonableness for Case # CZ 2018-04 (Concord Lake Road PUD—Amend Amenity Center with Active and Passive Recreation Uses)**

I am the owner of property located on Concord Lake Road, designated by Cabarrus County as parcel number 5622-29-8294. This property is the subject of a request to modify a previously approved rezoning of the property for multi-family residential development (CZ-2018-04).

I believe it is reasonable to modify the previous rezoning approval (Z 2008-16) for this property by amending the amenity center for the townhome portion of the proposed development with an active and passive recreation space consisting of a gazebo, playground equipment, benches and lawn area. The proposed active and passive recreation space will provide townhome residents with suitable amenities for exercise opportunities and enjoyment of the outdoors.

Sincerely,  
Johnathan McCall  
Carolina Development Services



**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 _____	Zoning Map Amendment _____
Appeal _____	Conditional Zoning Map Amendment <input checked="" type="checkbox"/>

Carolina Development Services

Applicant: Johnathan McCall Owner: Same

Address: 2627 Brekonridge Center Dr Address: \_\_\_\_\_

Monroe, NC 28110 \_\_\_\_\_

Telephone: 704.774.1964 Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Legal relationship of applicant to property owner: Same

Property Location/Address: Unaddressed parcel located on Concord Lake Rd

Tax Parcel Number: 5622-29-8294 Zoning District: PUD Acreage of Site: 50.46

Johnathan McCall \_\_\_\_\_  
Applicant Name (Print) Property Owner Name (Print)

\_\_\_\_\_  
Applicant Signature & Date Property Owner Signature & Date

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

For Staff Use Only:

Filing Fee: \_\_\_\_\_ Receipt # \_\_\_\_\_

Application No.: \_\_\_\_\_ Date Submitted (Complete): \_\_\_\_\_

**CITY OF KANNAPOLIS**  
**APPLICATION FOR A CONDITIONAL ZONING DISTRICT**  
**(to be attached to the Rezoning Application)**

I, CAROLINA DEVELOPMENT SERVICES, hereby petition for a Conditional Zoning District for the following exact land use(s), subject to the following condition(s):

**The following use(s) is/are permitted by right or conditional in the general zoning district upon which the "CZ" district is based:**

- Residential (Town homes)
- Residential (Multifamily)
- Commercial (Retail/Office)

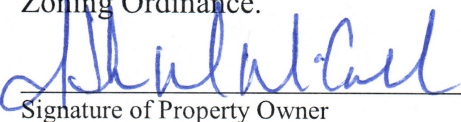
---

**Condition(s) proposed by the applicant (attach separate sheet if necessary):**

See attached rezoning conditions.

---

It is understood and acknowledged that if the property is conditionally rezoned as requested, the property involved in this request will be perpetually bound to the use(s) authorized and subject to such condition(s) as imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

  
\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Signature of Property Owner

JONATHAN McALL,  
\_\_\_\_\_  
Address

2027 BREKONRIDGE CENTER DR  
\_\_\_\_\_  
Address

MONROE, NC 28110  
\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Telephone #

Please refer to fee schedule to determine applicable fees.

Fees are nonrefundable and help to cover administrative and notification costs.



## APPLICATION FOR AMENDMENT TO THE KANNAPOLIS ZONING MAP

Property Identification Number(s): 56222982940000  
(attach separate list if necessary)

Present zoning classification: PUD - Planned Unit Development

Requested zoning classification: PUD - Planned Unit Development

Number of parcels: 1 Approximate size of area: 50.5 acres

Physical location of area: Approximately 1,400 LF south of the Dale Earnhardt Blvd & Concord Lake Road intersection.

Are public utilities available? Yes

Reason for map amendment Change in proposed amenity use for town home development.

The above information is true and accurate to the best of my knowledge. Signature of Applicant(s):

Jonathan McCull

JONATHAN MCCULL

CAROLINA DEV. SERVICES

(attach separate sheet if necessary)

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



**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY  
WITH REGARD TO CASE # CZ-2018-04**

**WHEREAS**, Section 160A-383 (2013) of the North Carolina General Statutes specifies that when adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable and explain why the action taken is reasonable and in the public interest; and

**WHEREAS**, Section 3.3.4.2 of the Unified Development Ordinance delegates final authority to the Planning and Zoning Commission on zoning map amendments subject to an affirmative vote of three-fourths of the Commission members present and not excused from voting, or if there is no appeal of the decision; and

**WHEREAS**, on November 7, 2018, the Planning and Zoning Commission conducted a public hearing to consider an amendment to the previously approved rezoning plan on property located on an unaddressed parcel on Concord Lake Road (Cabarrus County Parcel Identification Number(s) 5622-29-8294) owned by Carolina Development Services, LLC., zoned City of Kannapolis Zoning Designation PUD – Planned Unit Development; and

**WHEREAS**, on November 7, 2018 the Planning and Zoning Commission voted to approve the request by a vote of 5 to 2 in the affirmative but did not achieve a three-fourths vote, and therefore, in accordance with Section 3.3.4.2.B of the UDO, City Council has final decision-making authority on this request; and

**WHEREAS**, on January 14, 2019, City Council conducted a public hearing to consider an amendment to the previously approved rezoning on property located on an unaddressed parcel on Concord Lake Road (Cabarrus County Parcel Identification Number(s) 5622-29-8294) owned by Carolina Development Services, LLC., zoned City of Kannapolis Zoning Designation PUD – Planned Unit Development; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council finds this rezoning consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, adopted by City Council, which locates this property within a Complete Neighborhood 1 Character Area, where existing residential development, and new single-family and multi-family residential development as well as neighborhood retail, small format office and live-work units are allowed. The City Council finds the request for rezoning reasonable and in the public interest because it provides for mixed-uses of a scale appropriate for transitioning between the more intense commercial uses to the east along Concord Lake Road and the lower intensity residential neighborhood to the west of the subject parcel. The proposed rezoning is compatible with the surrounding zoning and is not anticipated to have an adverse effect on the capacity or safety of the surrounding street network, nor is anticipated to generate parking problems or any adverse impact on the environment. Finally, there is adequate access to public facilities.

**Adopted this the 14<sup>th</sup> day of January 2019**

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

Attest:

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

**RESOLUTION TO ZONE**  
**Case # CZ-2018-04**  
**(Unaddressed parcel on Concord Lake Road)**

**City of Kannapolis Planned Unit Development (PUD) Zoning District to**  
**City of Kannapolis Planned Unit Development (PUD)**

**WHEREAS**, Section 3.3.4.1 of the City of Kannapolis Unified Development Ordinance specifically delegates authority from the City Council to the Planning and Zoning Commission to take final action on a rezoning petition; and

**WHEREAS**, Section 3.3.4.2 of the City of Kannapolis Unified Development Ordinance subjects this authority to an affirmative vote of three-fourths of the Commission members present and not excused from voting, or if there is no appeal of the decision; and

**WHEREAS**, the Commission conducted a public hearing on November 7, 2018 for consideration of rezoning petition Case #CZ-2018-04 as submitted to the City of Kannapolis Planning Department; and

**WHEREAS**, the request was to amend the previously approved rezoning plan on property located on an unaddressed parcel on Concord Lake Road (Cabarrus County Parcel Identification Number(s) 5622-29-8294) owned by Carolina Development Services, LLC., zoned City of Kannapolis Zoning Designation PUD – Planned Unit Development by removing an amenity center for the townhome portion of the development and replacing it with a combination of passive and active recreation uses including a gazebo, playground equipment, benches and lawn area; and

**WHEREAS**, on November 7, 2018 the Planning and Zoning Commission voted to approve the request by a vote of 5 to 2 in the affirmative but did not achieve a three-fourths vote, and therefore, in accordance with Section 3.3.4.2.B of the UDO, City Council has final decision-making authority on the request; and

**WHEREAS**, on January 14, 2019, City Council conducted a public hearing to consider an amendment to the previously approved rezoning on property located on an unaddressed parcel on Concord Lake Road (Cabarrus County Parcel Identification Number(s) 5622-29-8294) owned by Carolina Development Services, LLC., zoned City of Kannapolis Zoning Designation PUD – Planned Unit Development; and

**WHEREAS**, the City Council has approved the request for rezoning and found it to be consistent with the *Move Kannapolis Forward: 2030 Comprehensive Plan*, reasonable and in the public interest; and

**WHEREAS**, per Section 3.3.5 of the Kannapolis UDO, the City Council makes the following findings in support of and in analysis of the rezoning:

**1. The size of the tract in question.**

The size of the subject tract is approximately 50.5 +/- acres.

**2. Does the proposal conform with and further the goals and policies of the Land Use Plan, other adopted plans, and the goals, objectives, and policies of this Ordinance?**

This property is located in the “Complete Neighborhood 1” Character area in the *Move*

*Kannapolis Forward 2030 Comprehensive Plan.* The Complete Neighborhood 1 Character area includes primarily existing residential development and allows for single-family and multi-family development as well as neighborhood retail, small format office and live-work units.

**3. Is the proposed rezoning compatible with the surrounding area?**

Properties along Concord Lake Road are primarily zoned for office and commercial uses. Properties to the north, south, and west sides are zoned for high density residential. The design of the property provides a very good transition from high density residential to high intensity commercial. The currently approved plan provides increased buffering and screening to ensure any impacts on existing residential properties will be minimized.

**4. Will there be adverse effects on the capacity or safety of the portion of street network influenced by the rezoning?**

A traffic impact analysis was required for the currently approved project. A condition of approval has been included to ensure a final traffic impact analysis is submitted to, reviewed and approved by the City and NCDOT.

**5. Will there be parking problems?**

The site plan submitted with this request for rezoning includes adequate parking for the listed uses.

**6. Will there be environmental impacts that the new use will generate, such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances?**

There are no anticipated environmental impacts such as water, air, or noise pollution issues associated with the rezoning request. In addition, all development will be required to conform to all applicable local, state, and federal environmental regulations.

**7. Has there been any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development?**

The character of the area in proximity to the proposed use has remained relatively stable over the recent past.

**8. Is there compliance with the adequate public facilities criteria?**

There are adequate public facilities available to the property, including water, sewer. It is not anticipated that any new development would require additional public facilities.

**9. What are the zoning districts and existing land uses of the surrounding properties?** Property to the south is zoned RC (Residential Compact) and RV (Residential Village) and includes residential uses. Property to the north is zoned RV and O-I (Office Institutional) and includes residential uses. Property to the east across Concord Lake Road is zoned C-2 (General Commercial) and includes commercial uses. Property to the west is zoned RV (Residential Village) and includes residential uses.

**10. Is the subject property suitable for the uses to which it has been restricted under the existing zoning classification?**

Yes. This is not a request to change the zoning or development plan previously approved. It is a request to remove the amenity center for the townhome portion of the development from the previously approved plan, and replace it with a combination of passive and active recreation uses including a gazebo, playground equipment, benches and lawn area.

**11. Is the zoning compatible with the adjacent neighborhood, especially residential neighborhood stability and character?**

Yes. The proposed use will provide a good transition from high density residential use proposed and the adjacent high intensity commercial uses.

**12. What length of time has the subject property remained vacant as zoned?**

The subject property is not vacant.

**13. Is there an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs?**

Concord Lake Road is a mixed residential and commercial corridor. There are vacant parcels as well as underused parcels in the surrounding area.

**14. Was the existing zoning in error at the time of adoption?**

No.

**NOW, THEREFORE BE IT RESOLVED** by the City of Kannapolis Planning and Zoning Commission that the above referenced property be rezoned City of Kannapolis PUD Planned Unit Development District, subject to the following conditions:

- 1. All conditions from the previously approved rezoning (Z-2008-16, attached) shall remain effective with this rezoning.**
- 2. A final Traffic Impact Analysis shall be reviewed and approved by the City and NCDOT.**

**Adopted this the 14<sup>th</sup> day of January 2019.**

---

Milton D. Hinnant, Mayor

**Attest:**

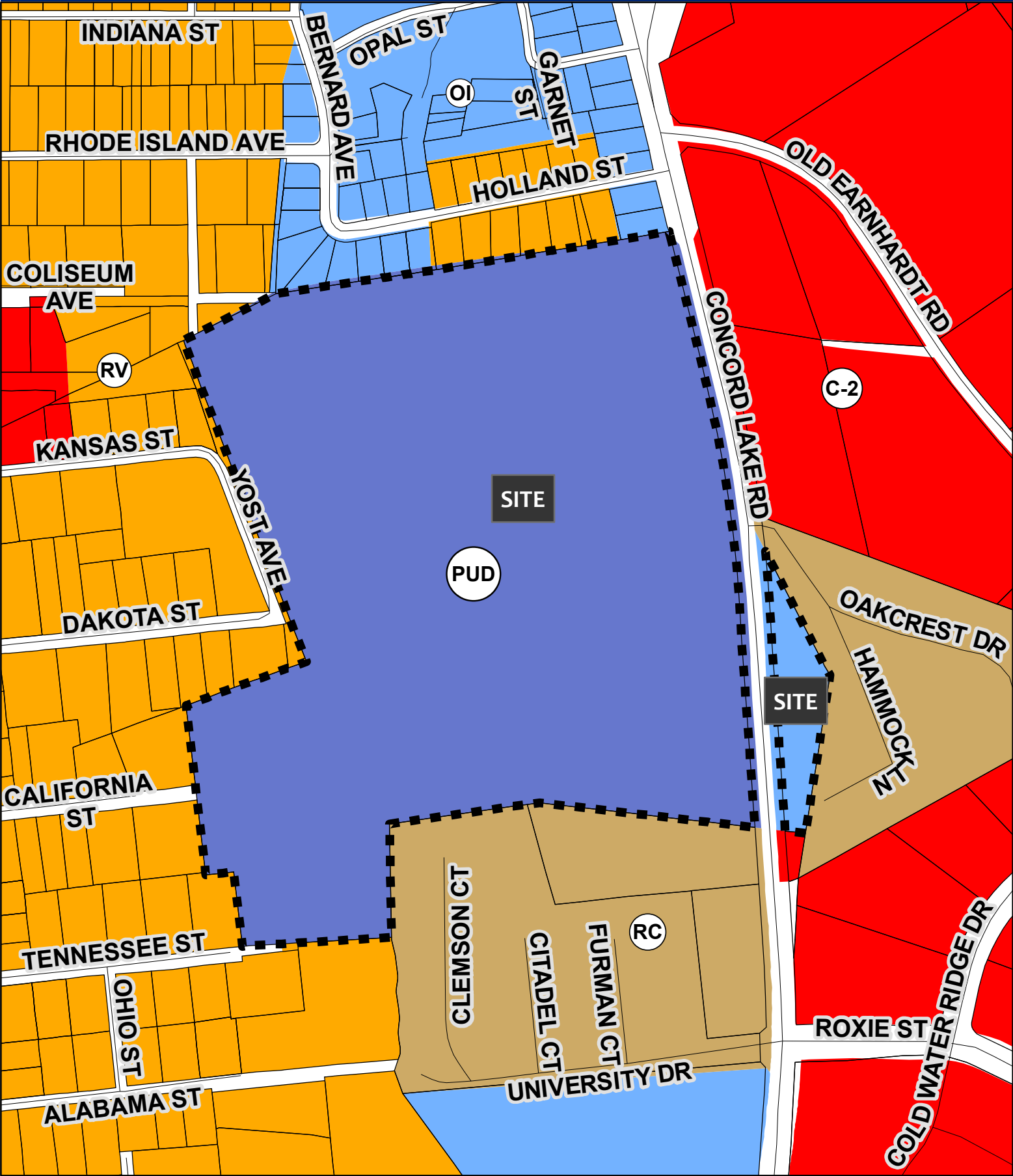
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Bridgette Bell, MMC, NCCMC  
City Clerk



# Kannapolis Current Zoning

Case Number: CZ-2018-04  
Applicant: Carolina Development Services  
Piedmont Concord Lake PUD



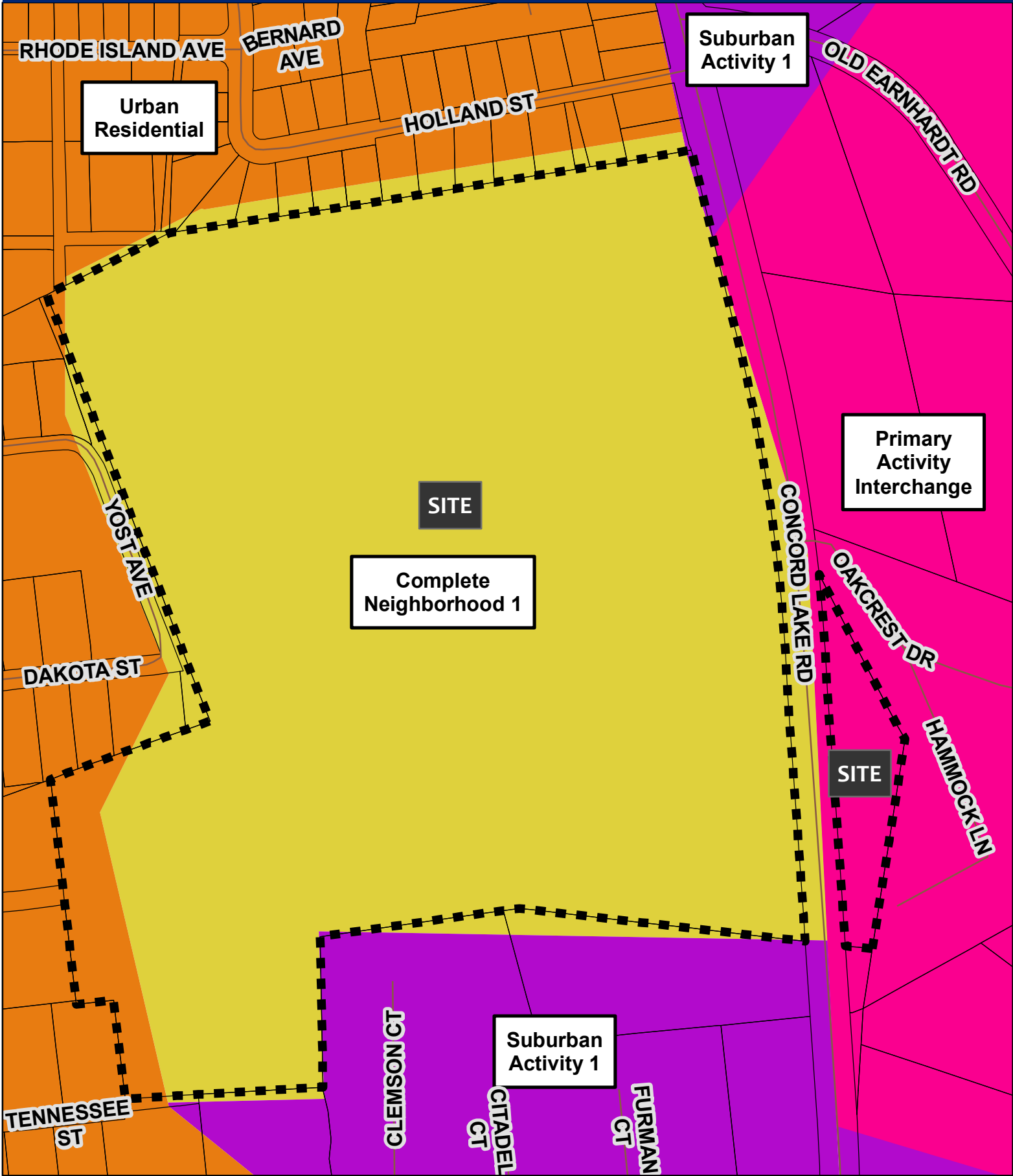


# Kannapolis 2030 Future Land Use Map

Case Number: CZ-2018-04

Applicant: Carolina Development Services  
Piedmont Concord Lake PUD

N







# Complete Neighborhood 1



## Character Intent

The Complete Neighborhood 1 Character Area includes primarily existing single-family neighborhoods. These neighborhoods are generally stable and the character should be maintained. There are opportunities to improve and enhance these places over time through retrofits, where supported by the local residents. For example, additional connections may be created with pedestrian easements, dedication, or acquisition. Pocket parks can enhance access to green space, and sidewalks and street trees can improve the streetscape. In some areas, a corner lot may provide an opportunity for small-format retail, like a cafe, shop, or other business that generates limited traffic and can serve the neighborhood.

## Opportunities

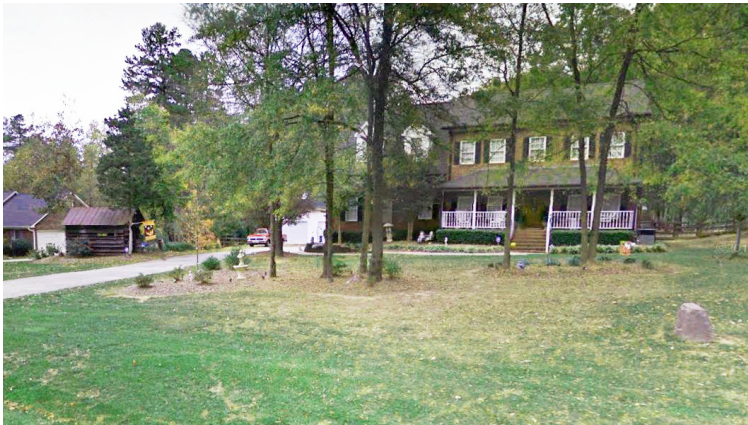
- Sidewalks and greenways
- Neighborhood-serving walkable commercial and civic uses
- Pocket parks
- Use natural features for stormwater management
- Missing middle housing
- Connectivity enhancements to reduce block sizes
- Front porches

## Primary Uses

- Single family detached residential
- Single family attached residential
- Civic

## Secondary Uses

- Multifamily residential
- Neighborhood-serving retail
- Small format office
- Live-work



## Characteristics of Urban Form

	Existing	Desired
Building Heights	1 - 3 Stories	1 - 3 Stories
Setbacks	20 - 40 ft.	10 - 25 ft.
Block Length	300 - 2400 ft.	300 - 800 ft.
Street Character	Hierarchical, Curvilinear	Enhanced network
Parking	Driveways, Garages, On-street	Driveways, Garages
Protected Open Space	n/a	25 percent
Residential Density	2 - 6 units/acre	2 - 8 units/acre



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**CITY OF KANNPOLIS, NC  
PLANNING AND ZONING COMMISSION**

**Minutes of Regular Meeting  
November 7, 2018**

The Kannapolis Planning and Zoning Commission met on Wednesday, November 7, 2018 at 6:00 PM at City Hall, 401 Laureate Way, Kannapolis, North Carolina.

**Commission Members Present:** Scott Trott, Chairman  
David Steele, Vice-Chairman  
Alan Overcash  
Chris Puckett  
Jeff Parker  
Larry Ensley  
Paula Severt

**Commission Members Absent:** William Cranford

**Visitors:** Phil Cobb Dennis Easley Christine Nelson  
Thomas Barnhardt Margaret Almond Don Wiggins  
Michael Foess T. David Propst Susan Bower  
Jeff Dunn Sharon Allen Lindsey McCauley  
Frank McCauley Richard Foster Deborah Foster  
Bert House Amos McClorey Cathy McClorey

**Staff Present:** Zachary Gordon, AICP, Planning Director  
Gretchen Coperine, AICP, Senior Planner  
David Jordan, IT

**Recording Secretary:** Pam Scaggs

**CALL TO ORDER**

Chairman Scott Trott called the meeting to order at 6:00 P.M.

**ROLL CALL AND RECOGNITION OF QUORUM**

Recording Secretary Pam Scaggs called the roll. The presence of a quorum was recognized.

**APPROVAL OF AGENDA**

Mr. Trott asked for a motion to approve the Agenda which was made by Mr. Parker, seconded by Mr. Steele and the motion was unanimously approved.

**APPROVAL/CORRECTION OF MINUTES**

Mr. Trott asked for a motion to approve the September 5, 2018 minutes which was made by Mr. Ensley, seconded by Mr. Steele and the motion was unanimously approved.

**Case #CZ-2018-02 – Conditional Zoning Map Amendment – 450 Sportsman Drive**

Senior Planner Gretchen Coperine, gave a PowerPoint presentation regarding Case #CZ-2018-02 (Exhibit 1) for a request to rezone property located at 450 Sportsman Dr. from RE (Rural Estate) to C-2-CZ (General Commercial-Conditional Zoning) to allow the development of a restaurant with a drive-thru. Ms. Coperine



1 provided the property details and background on the request and detailed the recommended land uses per  
2 the Farm Hill Small Area Plan ("FHSAP"). She directed the Commission's attention to the submitted site  
3 plan and discussed access to the site. Ms. Coperine reviewed policy issues for the Commission and advised  
4 that staff is recommending approval of the rezoning request with conditions (Exhibit 1). She reminded the  
5 Commission of the actions requested of them and made herself available for questions.

6  
7 Ms. Coperine responded to questions from Mr. Puckett, Mr. Parker, Mr. Ensley and Mr. Trott regarding  
8 access to the proposed site. It was concluded that residents traveling south on Kannapolis Parkway would  
9 need to utilize the traffic light at Glen Afton Boulevard and use the Small Shops parking lot to access the  
10 proposed site. Residents traveling north on Kannapolis Parkway could access by utilizing a right-in/right-  
11 out driving from Sportsman Drive. Mr. Puckett voiced concern regarding increased traffic in a parking lot  
12 as well as concern regarding whether residents would attempt a U-turn at the traffic light for I-85 but Mr.  
13 Ensley responded that there was a "No U-turn" sign posted at that intersection. There was additional  
14 discussion between the Commission and staff regarding future development of the surrounding area.

15  
16 There being no further questions or comments for staff, Chairman Trott opened the Public Hearing.

17  
18 Don Wiggins, 7516 Long Street Drive, Raleigh, NC, identified himself as the project landscape architect  
19 and land planner and made himself available for any questions.

20  
21 Thomas Barnhardt, 5800 Wabash Lane, indicated that he is in favor of the project but is concerned that  
22 developers will need to blast through rock to develop the necessary infrastructure.

23  
24 Gary Nelson, identified himself as the property owner and indicated that his property had been cleared of  
25 existing homes based upon the FHSAP and that he anticipated the growth and development indicated in the  
26 plan. He predicted that the area would grow to the plan and that the concerns raised by the Commission  
27 regarding access would be alleviated as the area would grow to accommodate the development.

28  
29 Mr. Parker asked Mr. Nelson if he owned any of the surrounding property? Mr. Nelson responded that he  
30 owns 20 acres but that his property is not contiguous. He added that he and his wife purchased the property  
31 anticipating development.

32  
33 There being no further comments, Chairman Trott closed the Public Hearing.

34  
35 Mr. Puckett made a motion to add a condition of approval requiring a Traffic Impact Analysis (TIA). There  
36 was discussion among Mr. Puckett, Ms. Coperine and Mr. Wiggins regarding a TIA and Ms. Coperine  
37 stated that regardless of whether a TIA is completed, NCDOT will still have to review and approve of the  
38 plan before final staff approval and permits are issued. Mr. Puckett withdrew his motion.

39  
40 Chairman Trott asked for a motion to adopt or deny the Statement of Consistency for case CZ-2018-02  
41 which was made by Mr. Steele, seconded by Mr. Ensley and the motion was unanimously approved.

42  
43 Chairman Trott asked for a motion to adopt a Resolution to Zone for case CZ-2018-02 which was made by  
44 Mr. Steele, seconded by Mr. Parker and the motion was approved 6-1 with Mr. Puckett casting the  
45 dissenting vote.

46  
47 **Case #CZ-2018-04 – Conditional Zoning Map Amendment – Piedmont Concord Lake PUD**

48 Senior Planner Gretchen Coperine, gave a PowerPoint presentation regarding Case #CZ-2018-04 (Exhibit  
49 2) for a request to rezone property located on an unaddressed parcel on Concord Lake Road from PUD  
50 (Planned Unit Development) to PUD (Planned Unit Development) to allow for a change in proposed  
51 amenity use for a townhome development. Ms. Coperine explained that the original plan (included in the

1 staff report) which was approved a few years ago, included an amenity center in the townhome portion and  
2 that the current request is to remove the amenity center. She provided the property details and background  
3 on the request as well as points of access for the subject property. Ms. Coperine reviewed policy issues for  
4 the Commission and advised that staff is recommending approval of the rezoning request with conditions  
5 (Exhibit 2). She explained that the conditions of approval with the original approval (see Exhibit 3) remain  
6 effective and that staff is adding a condition to include a TIA. Ms. Coperine reminded the Commission of  
7 the actions requested of them and made herself available for questions.  
8

9 Ms. Coperine responded to questions from the Commission regarding green space; whether input from  
10 Kannapolis City or Cabarrus County schools was received; the number of units included in the original  
11 plan; whether the entrance into the development will be signalized or stop sign; and whether an amenity  
12 center or some other form of amenity should be included. She stated that removal of the amenity center  
13 significantly changes the original plan which is why the request to remove the amenity center is back before  
14 the commission for approval or denial.  
15

16 There being no questions or comments for staff, Chairman Trott opened the Public Hearing.  
17

18 Michael Foess, 2627 Brekonridge Center Drive, Monroe, NC, identified himself as the applicant with True  
19 Homes, and stated that the original request included a swimming pool and that they are requesting removal  
20 of the pool which will be replace with open green space and will include seating. In response to a question  
21 from Mr. Trott, Mr. Foess stated that a building would not be built in the open space.  
22

23 Mr. Parker asked why the pool was being removed? Mr. Foess responded that more people prefer open  
24 space with seating, grilling options and a dog park. He added that a pool not only increases HOA fees, but  
25 it also increases the cost of the townhomes. Mr. Parker asked if the townhomes will be a subsidized  
26 development and Mr. Foess responded that it would not. Mr. Trott asked if the residents in the townhomes  
27 would be able to use the apartments' amenity center? Mr. Foess responded that he did not know because  
28 True Homes is only purchasing the townhome portion of the development.  
29

30 Amos and Cathy McClorey, 1413 Cooper Avenue, stated that their property abuts the proposed development  
31 and Mr. McClorey voiced concern regarding increased traffic as well as buffering. He also expressed  
32 concern regarding whether Concord Lake Road would be widened.  
33

34 Mr. Steele stated that since Concord Lake Road is an NCDOT maintained road, neither the Commission  
35 nor the applicant has any input into whether the road can or should be widened. Mr. Trott asked the  
36 McClorey's if they were present at the 2008 Planning and Zoning meeting when the original plan was  
37 approved and that there were conditions approved regarding fencing and buffering. Mr. McClorey was  
38 provided a copy of the 2008 conditions.  
39

40 Mrs. McClorey stated that she would like to sell the property and Mr. Trott suggested that she speak with  
41 the applicant.  
42

43 Mr. Ensley referenced condition #9 from the original conditions of approval (Exhibit 3) regarding the  
44 preservation of trees and asked if Mr. Foess would be hiring an arborist to identify trees which can and  
45 should be saved? Mr. Foess responded that he would be working with his engineer but did not know  
46 whether an arborist would be hired. Mr. Ensley asked to amend condition #9 to require an arborist identify  
47 trees to be saved. Ms. Coperine cautioned against amending previously approved conditions and suggested  
48 that a new condition would have to be added. Planning Director, Zac Gordon, stated that the UDO does  
49 not require an arborist and reminded the Commission that the request before them was to approve the  
50 removal of the amenity center. He added that if the Commission wanted to add the condition, it would have  
51 to be a new condition and that the applicant would also have to agree to the condition.

1 Mr. Parker indicated that a secondary access is present on the site plan and asked if it would be a full  
2 movement intersection? Mr. Feoss responded that a secondary access is required for emergency situations  
3 but did not know if requires full movement and that NCDOT would make that determination.

4  
5 Mr. Trott indicated that he thinks removing the amenity center is a mistake.

6  
7 Richard Foster, 1016 Dakota Street asked if there would be an entrance into the development from the  
8 Royal Oaks neighborhood on the backside of the development? Mr. Steele responded that based on the  
9 approved site plan, entrances are only shown off Concord Lake Road. Mr. Foster voiced concern regarding  
10 buffers.

11  
12 Mr. Puckett asked that the site plan be displayed for the public and Mr. Trott addressed Mr. Foster's  
13 buffering concern asking Staff if the original plan included buffers? Ms. Coperine responded that the  
14 approved 2008 site plan did include buffer requirements and that the current applicant is required to meet  
15 those requirements. She directed attention to the site plan and discussed the approved buffering conditions  
16 with Mr. Foster. Mr. Foster was provided with a copy of the 2008 approved conditions.

17  
18 Sharon Alan, 1019 California Street, asked if there were plans to widen Dakota Street or to extend it into  
19 the proposed development? Mr. Steele responded that the site plan does not show any type of connections  
20 with Dakota Street and that entrances for the development will be from Concord Lake Road. He added that  
21 any plans to widen Dakota Street are made by NCDOT and not the Commission nor the applicant.

22  
23 There being no further comments, Chairman Trott closed the Public Hearing.

24  
25 Chairman Trott asked for a motion to adopt or deny the Statement of Consistency for case CZ-2018-04.  
26 Mr. Steele asked for clarification of whether the Commission was adding a condition to require an arborist  
27 to identify trees to be saved. Hearing that the condition would not be included, Mr. Steele made the motion  
28 to approve the Statement of Consistency which was seconded by Mr. Puckett and the motion was  
29 unanimously approved.

30  
31 Chairman Trott asked for a motion to adopt a Resolution to Zone for case CZ-2018-04. Mr. Parker indicated  
32 his agreement with Mr. Trott that removing the amenity center is a mistake. Mr. Steele made the motion  
33 to approve the Resolution to Zone, which was seconded by Mr. Ensley. The motion failed on a 5-2 vote  
34 with Mr. Trott and Mr. Parker casting the dissenting votes. Since the approval was by less than a three-  
35 fourths vote, a final decision will be made by City Council, in accordance with Section 3.3.4. of the UDO.

36  
37 **Case TA-2018-08 – Text Amendment – Board of Adjustment Membership Requirements**

38 Senior Planner Gretchen Coperine, gave a PowerPoint presentation regarding Case #TA-2018-08 (Exhibit  
39 4) for a text amendment to Article 2, Section 2.2.3, Board of Adjustment. Ms. Coperine stated that the  
40 proposed text amendment was initiated by the City and provided background on the request indicating that  
41 the changes will amend the membership requirements for the Board of Adjustment in order to provide City  
42 Council flexibility in assigning members to the Board per State Statute 160A-388. The proposed text  
43 amendments to the UDO are shown below as additions and deletions:

44  
45 **2.2.3.1.** The City Council shall appoint seven (7) persons to the Board of Adjustment as  
46 provided in NCGS § 160A-388. The membership shall include proportional representation for  
47 extraterritorial areas, as provided in NCGS § 160A-362. Included with the seven appointees, the  
48 City Council ~~shall appoint two (2) alternate members~~ may appoint alternate members to serve on  
49 the board in the absence of any regular member. Alternate members shall be appointed for the  
50 same term, at the same time, and in the same manner as regular members. Each alternate member,

1 while attending any regular or special meeting of the board and serving in the absence of any regular  
2 member, shall have and may exercise all the powers and duties of a regular member.

3  
4 Ms. Coperine reminded the Commission of the actions requested of them and made herself available for  
5 questions.

6  
7 Mr. Trott asked how the alternates are advised of the meetings and Ms. Coperine provided the process  
8 overview for the Commission. Having recently served on the Board of Adjustment, Mr. Parker attested to  
9 the need to amend the UDO and expressed his agreement with the proposed changes.

10  
11 Chairman Trott asked for a motion to adopt or deny the Statement of Consistency for case TA-2018-08.  
12 Mr. Parker made a motion to approve the Statement of Consistency which was seconded by Mr. Ensley and  
13 the motion was unanimously approved.

14  
15 Chairman Trott asked for a motion to recommend approval of the proposed text amendment by City Council  
16 which was made by Mr. Ensley, seconded by Mr. Steele and the motion was unanimously approved.

17  
18 **Case TA-2018-09 – Text Amendment – Board of Adjustment Approved Orders and Timeline**

19 Senior Planner Gretchen Coperine, gave a PowerPoint presentation regarding Case #TA-2018-09 (Exhibit  
20 5) for a text amendment to Article 3, Appeals and Variances, Section 3.7.2.5., Procedures, of the Unified  
21 Development Ordinance (UDO). Ms. Coperine stated that the proposed text amendments are initiated by  
22 the City and will amend the timeline for a Board of Adjustment (BOA) approved Order to be signed and  
23 considered a final decision. She provided background on the request stating that the proposed amendment  
24 removes the requirement that the decision made by the BOA is final when the minutes from that meeting  
25 are approved which eliminates the need for applicants to wait one month for final decision and better serves  
26 the applicant.

27  
28 Ms. Coperine stated that staff is recommending approval of the proposed text amendment, reminded the  
29 Commission of the actions requested of them and made herself available for questions. The proposed text  
30 amendments to the UDO are shown below as additions and deletions:

31  
32 **3.7.2.5.** Appeals from the Board of Adjustment shall be filed with the Clerk of the Cabarrus or  
33 Rowan County Superior Court within 30 days of the final decision of the Board. The Board of  
34 Adjustment's decision shall be considered ~~a final~~ decision after the final order is signed by the  
35 Board chair person or appointee approves the official minutes containing such during an official  
36 meeting.

37  
38 There being no further questions or comments for staff, Chairman Trott asked for a motion to adopt or deny  
39 the Statement of Consistency for case TA-2018-09. Mr. Steele made the motion to approve the Statement  
40 of Consistency which was seconded by Mr. Puckett and the motion was unanimously approved.

41  
42 Chairman Trott asked for a motion to recommend approval of the proposed text amendments by City  
43 Council which was made by Mr. Parker, seconded by Mr. Steele and the motion was unanimously approved.

44  
45 **PLANNING DIRECTOR UPDATE**

46 Planning Director Zac Gordon stated that Clarion has been selected as the consultant for the UDO rewrite  
47 and reminded the Commission that Clarion was also the contractor for the *Move Kannapolis Forward: 2030*  
48 *Comprehensive Plan*. He noted that the current UDO is more than 20 years old and provided examples as  
49 to why it should be re-written. Mr. Gordon indicated that the Commission will be participants in the re-  
50 write process and stated that Clarion will be providing an overview of the rewrite process to City Council  
51 at their November 26, 2018 meeting. He added that stakeholder meetings will be conducted on the 27<sup>th</sup> of

1 November. Mr. Gordon informed the Commission that the name would change from the Unified  
2 Development Ordinance to the Kannapolis Development Ordinance.

3  
4 **OTHER UPDATES**

5 Mr. Gordon reviewed the monthly Permit Report for the Commission and provided updates of development  
6 including the Hawthorne apartments, Austin Corners, the baseball stadium, and demolition of several  
7 buildings in downtown. He indicated that the development projection for 2019 is positive. Mr. Gordon  
8 responded to questions from the Commission regarding other development in the City including the  
9 widening of HWY 73.

10  
11 **ADJOURN:**

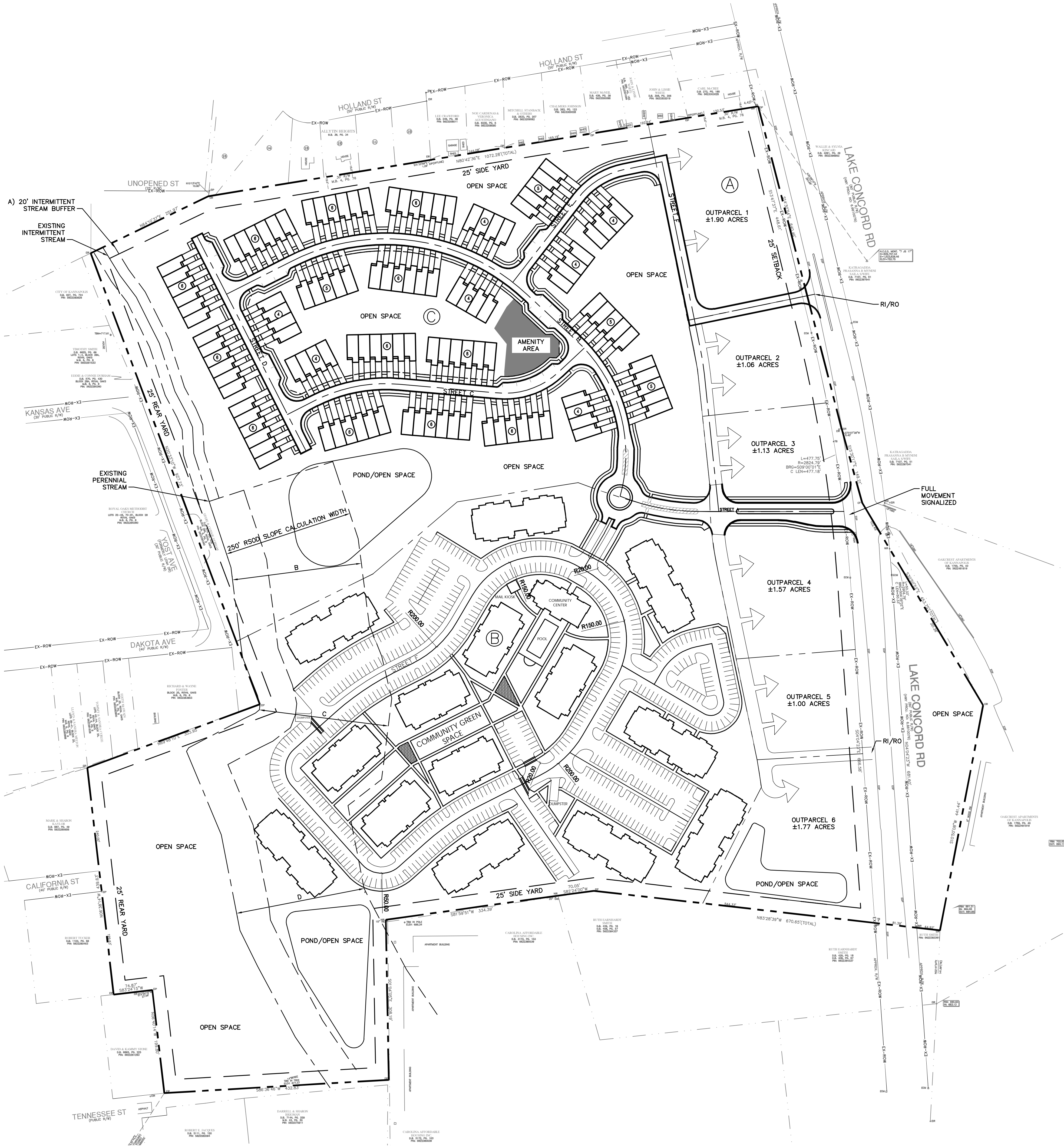
12 There being no further business, questions or comments, the meeting was adjourned by unanimous vote at  
13 7:27 PM on Wednesday November 7, 2018.

14  
15  
16  
17 \_\_\_\_\_  
18 Scott Trott, Chairman  
19 Planning and Zoning Commission

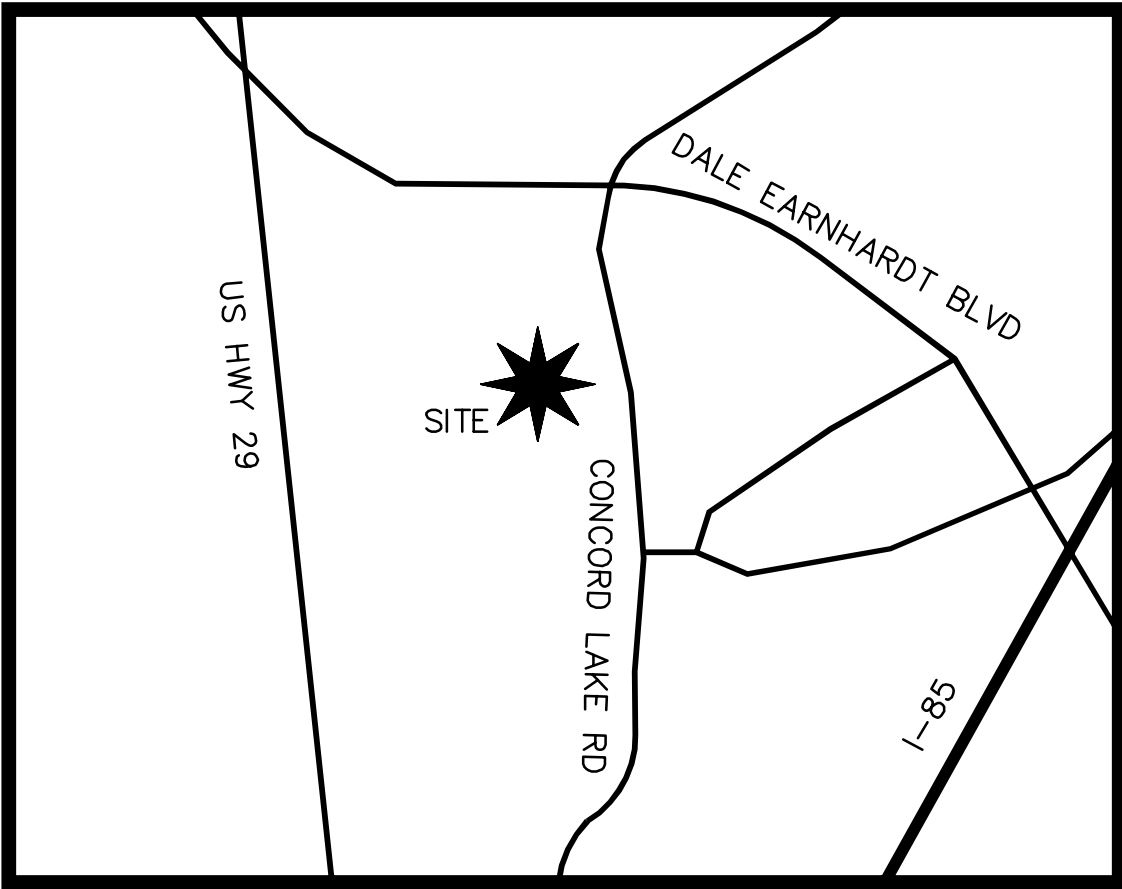
20  
21 \_\_\_\_\_  
22 Pam Scaggs, Recording Secretary  
Planning and Zoning Commission



Plotted By: Brouha, Cole Sheet Set: Kin Layout: Layout1 October 10, 2018 09:18:01am K:\CHL\_PRA\014005 Carolina Development Services\000 Piedmont Concord Lake\02 - DWG\Rezoning\Piedmont Concord Lake - Rezoning Site Plan.dwg  
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PROJECT LOCATION MAP  
NOT TO SCALE



PARCEL DEVELOPMENT DATA:

PARCEL A: RETAIL:	
(6) OUT PARCELS	+/- 8.4 AC.
TOTAL BUILDING SF OF ALL OUTPARCELS	UP TO A MAXIMUM OF +/- 80,000 SF
PERCENTAGE OF SITE	+/- 16.6%
PERCENTAGE OF SITE REQUIRED	NONE
TOTAL AREA:	+/- 8.4 AC.
PARCEL B: APARTMENTS:	
PERCENTAGE OF SITE	+/- 42.4%
PERCENTAGE OF SITE REQUIRED	+/- 10%
UNITS	+/- 400 UNITS
TOTAL AREA:	+/- 21.4 AC.

PARCEL C: TOWN HOMES:	
PERCENTAGE OF SITE	+/- 34.5%
PERCENTAGE OF SITE REQUIRED	+/- 20%
UNITS	120 UNITS
TOTAL AREA:	+/- 17.4 AC.

OPEN SPACE:	
PERCENTAGE OF SITE	+/- 34.0%
PERCENTAGE OF SITE REQUIRED	+/- 25%
TOTAL AREA:	+/- 17.2 AC.
INCLUDES AREAS WITHIN T.H. & APARTMENT COMMUNITIES (PARCELS B & C)	

TOTAL AREA: +/- 50.5 AC.

RSOD/STREAM BUFFER CALCULATIONS:

SECTION A: INTERMITTENT STREAM = 20 FT.

SECTION B:  $S = \frac{(707.5 - 695)}{250} \times 100 = 5.0 \times (4) + 50 = 70.0 \text{ FT.}$

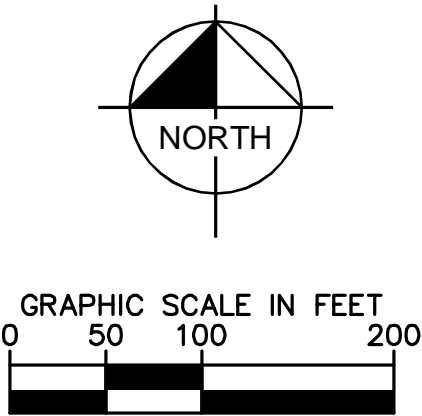
SECTION C:  $S = \frac{(700.5 - 692)}{250} \times 100 = 3.4 \times (4) + 50 = 63.6 \text{ FT.}$

SECTION D:  $S = \frac{(688.5 - 681.5)}{250} \times 100 = 2.8 \times (4) + 50 = 61.2 \text{ FT.}$

NOTES

- THE BOUNDARY BETWEEN OUTPARCELS 2 AND 3 AND THE BOUNDARY BETWEEN OUTPARCELS 4 AND 5 ARE SUBJECT TO CHANGE OR REMOVAL, BUT OUTPARCELS SHALL BE NO SMALLER THAN 1.00 ACRE.
- THE POND MAY BE DIVIDED FROM OUTPARCEL 6.

SITE PLAN LEGEND	
	PROPERTY LINE
	PROPOSED BUILDING
	PROPOSED CURB AND GUTTER
	RSOD / STREAM BUFFER
	POTENTIAL JURISDICTIONAL STREAM
	POND / OPEN SPACE
	SETBACKS
	AMENITY AREA
	ACCESS POINT



Kimley»Horn

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NC LICENSE # 0102

LICENSED PROFESSIONAL

KHA PROJECT  
014005001

DATE  
10/10/2018

SCALE  
AS SHOWN

DESIGNED BY  
CLB

DRAWN BY  
CLB

CHECKED BY  
ARE

REZONING  
SITE PLAN

PIEDMONT CONCORD  
LAKE  
PREPARED FOR  
TRUE HOMES

No.

DATE

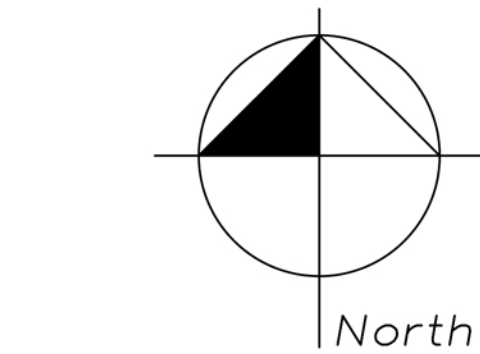
REVISIONS

BY

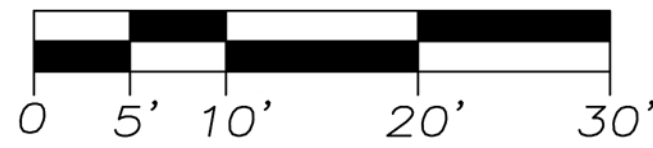
SHEET NUMBER

1





Graphic Scale



PROJECT NAME: 0100  
PROJECT NUMBER: 0100  
FILE: \*.DWG

ISSUED DATE: 9.28.2018

REVISIONS: 10.3.2018  
△

NOTATIONS:  
Contractor(s) to verify all site conditions, layouts, dimensions, grades, specifications and material selections. Drawings for conceptual design and layout purposes. Adjustments may be needed in regards to grades and exact layout.



**wilburn | associates**  
landscape | design  
golf | build  
| manage

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M: PO Box 1509, Cornelius, NC 28031



T: 1.704.238.1229  
M: 2656 Brekonridge Centre Dr. Suite 104,  
Monte, NC 28110

**Concord Lakes**  
Townhomes  
Concord, NC

SCALE: 1:10

SHEET TITLE:

**Conceptual  
Layout  
Plan  
Community Park**

SHEET No: 1 OF

**LA-1**



Piedmont Concord Lake  
Rezoning 50.05 acres from OI and RV to PUD

**Conditions**

1. The site plan is illustrative in nature. The actual building and parking layout will vary depending on actual building footprints and site constraints.
2. The property lines adjacent to existing single-family residential development shall be buffered and screened with a berm and/or fencing or landscaping that is solid and is 6 foot minimum in height. Screening shall provide 100% visual screening for adjacent residential properties of parking and buildings to a minimum height of 6 feet. No site lighting will be directed toward adjacent properties assuring no glare of lighting on the adjacent residential properties.
3. All R/V and boat parking/storage will be located away from the adjacent residential property or screened so that not visible from adjacent residential property.
4. During construction periods of dry weather, the developer will wet down the site to control dust during construction.
5. The developer will adhere to all Cabarrus County soil and erosion control requirements.
6. The site will include sidewalks and street trees.
7. The developer will submit architectural plans for the apartment development, townhouses, and all commercial buildings to the Planning Department as part of the site plan review. The plans will define the building massing, materials, height and other design features. Developer agrees to a maximum building height of three (3) stories. The Planning Dept shall approve or deny site plans based on acceptance of architectural designs.
8. The exterior of the apartment buildings will be some combination of some but not all of the following products brick, Hardi plank, stucco, wood, Hardi cedar, and or simulated stone. Developer may use vinyl for exterior trim or soffit.
9. Tree Save, Developer will make every effort to save large specimen trees.
10. The portion of the site located on the eastern side of Concord Lake Road/NC Highway 3 is reserved as open space and no future development of such area shall be allowed in the future.
11. Developer shall create a homeowner's association or property owner's association to maintain landscaping, proposed walking trails, etc. on the site.
12. Distinctive architectural features such as parapet walls, covered entries, door and window details, etc. will be provided on each principle structure.
13. All utility lines for the multi-family and single-family attached developments shall be located underground.
14. The development shall be limited to 3 vehicular access points on Concord Lake Road, which shall be subject to NCDOT approval. No additional access points will be provided for out parcels.
15. All out parcels will be built to the street (Concord Lake Road – NC 3) with primary parking areas in the rear. Secondary parking will be allowed on the street front side on a case by case basis.



16. The Master Plan is for illustrative purposes only. The developer has right to change sizes, locations, uses, and number of buildings shown on the site plan, however, in no event shall the unit calculation within the town home community or apartment community exceed the total proposed respective units of each development on the site plan or shall the total square footage within Parcel A: Retail exceed the total proposed square footage on the site plan unless specifically approved by the City of Kannapolis Planning Department.
17. The area identified as "Parcel A: Retail" shall contain uses consistent with the C-2 zoning district classifications of the Unified Development Ordinance.

# CONCORD LAKES - AMENITY AMENDMENT

OCTOBER 4, 2018

---

NAME

ADDRESS

---

DON WARESTAFF

1768 CONCORD LAKE RD

Crystal Rabbit  
Linda Little

1217 Opal St  
1702 Concord Lke. Rd

Cathy McClorey

1413 Cooper Ave. Kann. NC 28081

AcctName1	MailAddr1	City	State	Zip
ALAN HAMMETT & ALLISON STRICKER	1015 CALIFORNIA ST	KANNAPOLIS	NC	28083
BROWN RUSSELL ENTERPRISES LLC C/O TALMADGE BROWN	6406 ROANOKE DR	KANNAPOLIS	NC	28081
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DAVID ORTIZ & REYNA APARICO NUNEZ	1208 HOLLAND ST	KANNAPOLIS	NC	28083
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ERIC W ROSE	1205 HOLLAND STREET	KANNAPOLIS	NC	28083
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ESTATE OF CARL EFIRD MCCREE	1702 CONCORD LAKE RD	KANNAPOLIS	NC	28081
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TOMMY & SANDRA CURLEE	6313 WATERS EDGE DR	MIDLAND	NC	28107
WILLIAM & ROBIN STOKES	1012 CALIFORNIA STREET	KANNAPOLIS	NC	28083
WILLIAM BROWN	620 HYDE ST	KANNAPOLIS	NC	28083





# Sign Location Map

Case Number: CZ-2018-04  
Applicant: Carolina Development Services  
Piedmont Concord Lake PUD





AcctName1	MailAddr1	City	State	Zip
ALAN HAMMETT & ALLISON STRICKER	1015 CALIFORNIA ST	KANNAPOLIS	NC	28083
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KANNAPOLIS  
**CITY COUNCIL**

**MEETING**  
PUBLIC HEARING  
INFORMATION  
CALL 704-920-4350  
CASE # CZ - 2018 - 04





**CITY COUNCIL**

**MEETING**  
**PUBLIC HEARING**  
**INFORMATION**  
**CALL 704-920-4350**  
**CASE # CZ - 2018 - 04**



OAK CREST  
CONDO UNIT 10



# NORTH CAROLINA COMMUNITY NEWSPAPERS

## Order Confirmation

Order# 0000530494

Client: KANNAPOLIS, CITY OF  
 Client Phone: 7049204300  
 Account #: 3143368  
 Address: ACTS PAYABLE/WANDATEARSHEET  
 KANNAPOLIS NC 28081  
 Payor Customer: KANNAPOLIS, CITY OF  
 Payor Phone: 7049204300  
 Payor Account: 3143368  
 Payor Address: ACTS PAYABLE/WANDATEARSH  
 KANNAPOLIS NC 28081  
 Sales Rep: aboan  
 Ordered By: Pam  
 Fax: 7049337463  
 EMail: byow@kannapolisnc.gov

Total Amount \$709.68  
 Payment Amount \$709.68  
 Amount Due \$0.00  
 Tear Sheets 0  
 Proofs 0  
 Affidavits 1  
 Blind Box  
 Tax Amount: 0.00  
 Payment Method: Credit - Debit Card  
 PO Number:  
 Order Notes:  
 Invoice Text:

Ad Number 0000530494-01  
 Ad Type CLS Liner  
 Ad Size 2 X 56 li  
 Color \$0.00  
 Production Method AdBooker (liner)  
 Production Notes

Product and Zone CON Independent Trib  
 Placement C-Announcements  
 Position General-Spec Notice  
 # Inserts 2  
 Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Hall  
 Run Dates 1/4/2019, 1/11/2019  
 TadLine: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY HALL LAUREATE CENTER 401  
 LAUREATE WAY KANNAPOLIS NC 28081  
 CITY COUNCIL MEETING MONDAY JAN  
 UARY 14 2019 AT 600PM

### Ad Content Proof

Note: Ad size does not reflect actual ad



### NOTICE OF PUBLIC HEARING

Kannapolis City Hall  
 Laureate Center  
 401 Laureate Way, Kannapolis, NC 28081

City Council Meeting  
 Monday January 14, 2019 at 6:00 pm

### Public Hearing Notice

**Public Hearing Notice - Zoning Map Amendment - CZ-2018-04** - Public hearing to consider an amendment to the previously approved zoning of property located on an unaddressed parcel on Concord Lake Road consisting of approximately 50.46 acres zoned PUD (Planned Unit Development), further identified as Cabarrus County PIN(s) #5622-29-8294, to allow for a change in the proposed amenity use for a townhome development.

**Public Hearing Notice - Text Amendment - TA-2018-08** - Public hearing to consider a text amendment to Section 2.2.3 of the Unified Development Ordinance amending the membership requirements for Board of Adjustment (BOA).

**Public Hearing Notice - Text Amendment - TA-2018-09** - Public hearing to consider a text amendment to Section 3.7.2 of the Unified Development Ordinance amending the timeline for a Board of Adjustment (BOA) approved Order to be signed and considered a final decision.

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

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

**Publish: 1/4 and 1/11, 2019.**



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Zachary D. Gordon, AICP, Planning Director  
**TITLE:** Public Hearing TA-2018-08 - Section 2.2.3.1- Board of Adjustment  
Alternate Membership

**A. Action Requested by City Council**

1. Conduct Public Hearing for TA-2018-08 - Amend Section 2.2.3 of UDO
2. Adopt Statement of Consistency for TA-2018-08 |
3. Adopt Ordinance amending Section 2.2.3.1 of UDO

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

Majority present at meeting

**C. Background**

Article 2 of the UDO establishes the powers, duties and membership requirements for the Board of Adjustment (BOA) for the City of Kannapolis, pursuant to North Carolina General Statutes (NCGS) 160A-388. The BOA is charged with the authority to hear and decide appeals of decisions from the Administrator (i.e., Planning Director), hear and decide on applications for variances, conditional use permits and interpret the Official Zoning Map.

Staff is proposing to amend the requirement for alternate members comprising the BOA by eliminating the restriction on the maximum number of alternates (currently 2) in order to provide City Council more flexibility in assigning alternate members to the Board. There have been several recent meetings where cases needed to be postponed because of the absence of board members. The appointment of more than 2 alternate members should address this problem.

Section 2.2.3.1 of the UDO sets forth membership requirements for the BOA and states that City Council shall appoint seven (7) members pursuant to NCGS 160A-388. Section 2.2.3.1 of the UDO also states that City Council shall appoint two (2) alternate members to serve on the BOA. NCGS 160A-388, however, does not require alternate members to be appointed. Instead, it allows for alternates to be appointed and states if alternates are appointed, they must be appointed in the same manner as regular members.

See language below from North Carolina General Statutes:

**NCGS § 160A-388. Board of adjustment.**

(a) **Composition and Duties.** - The zoning or unified development ordinance may provide for the appointment and compensation of a board of adjustment consisting of five or more members, each to be appointed for three years. In appointing the original members or in the filling of vacancies caused by the expiration of the terms of existing members, the city council may appoint certain members for less than three years so that the terms of all members shall not expire at the same time. The council may appoint and provide compensation for alternate members to serve on the board in the absence or temporary disqualification of any regular member or to fill a vacancy pending appointment of a member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member serving on behalf of any regular member has all the powers and duties of a regular member. The ordinance may designate a planning board or governing board to perform any of the duties of a board of adjustment in addition to its other duties and may create and designate specialized boards to hear technical appeals.

The Planning and Zoning Commission unanimously voted to recommend adoption of TA-2018-08 at their November 7, 2018 meeting.

**D. Fiscal Considerations**

None

**E. Policy Issues**

The proposed text amendments to the UDO are shown in below as **additions and deletions**:

**2.2.3 MEMBERSHIP.**

**2.2.3.1.** The City Council shall appoint seven (7) persons to the Board of Adjustment as provided in NCGS § 160A-388. The membership shall include proportional representation for extraterritorial areas, as provided in NCGS § 160A-362. Included with the seven appointees, the City Council ~~shall appoint two (2) alternate members~~ may appoint alternate members to serve on the board in the absence of any regular member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member, while attending any regular or special meeting of the board and serving in the absence of any regular member, shall have and may exercise all the powers and duties of a regular member.

**F. Legal Issues**

None

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

Planning staff concurs with the recommendation of the Planning and Zoning Commission and recommends City Council adoption of TA-2018-08

**The following actions are required to approve TA-2018-08:**

1. Motion to approve a Resolution to Adopt a Statement of Consistency (attached)
2. Motion to approve an Ordinance to Amend Section 2.3.2.1 of the Unified Development Ordinance (UDO) (attached)

**The following are alternate actions to the approval of TA-2018-08:**

1. Take no action.
2. Refer TA-2018-08 back to the Planning and Zoning Commission with recommendations.
3. Table action to a future meeting.

**ATTACHMENTS:**

**File Name**

- ▢ UDO\_Text\_Amendment\_Application.pdf
- ▢ TA-2018-08\_CC-Statement\_of\_Consistency.pdf
- ▢ Ordinance\_to\_amend\_text\_of\_UDO\_-\_TA\_2018-08.pdf
- ▢ Notice\_of\_Public\_Hearing\_-\_CZ\_2018-04.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 Owner: \_\_\_\_\_

Address: 401 Laureate Way Address: \_\_\_\_\_  
Kannapolis, NC 28081

Telephone: 704.920.4355 Telephone: \_\_\_\_\_

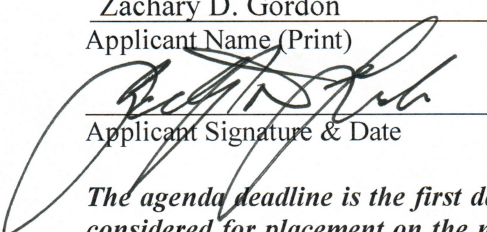
Email: zgordon@kannapolisnc.gov Email: \_\_\_\_\_

Legal relationship of applicant to property owner: N/A

Property Location/Address: N/A

Tax Parcel Number: N/A Zoning District: N/A Acreage of Site: N/A

Zachary D. Gordon \_\_\_\_\_  
Applicant Name (Print) Property Owner Name (Print)

 10-26-18 \_\_\_\_\_  
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:

Article 2, Board of Adjustments, Section 2.2.3.

---

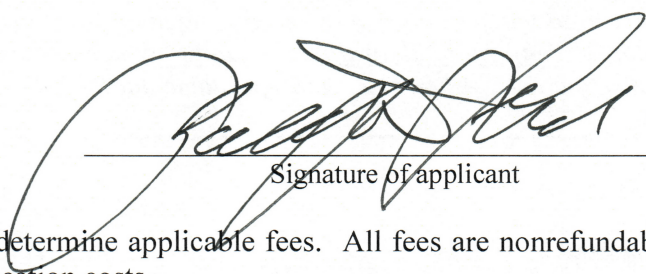
In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

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.

---

**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY  
WITH REGARD TO TEXT AMENDMENT CASE# TA-2018-08**

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

**WHEREAS**, text amendment to **Article 2, Board of Adjustment, Section 2.2.3, Membership** amending the membership requirements for Board of Adjustment (BOA) is consistent with Outcome 6.4 Transparent, Innovative and Responsive Government, of the *Move Kannapolis Forward 2030 Comprehensive Plan*, because it fosters a government system that is responsive to the needs of citizens; and

**WHEREAS**, the City Council conducted a Public Hearing on January 14<sup>th</sup>, 2019 for consideration of Case # TA-2018-08 as submitted by the Planning Department staff;

**NOW, THEREFORE BE IT RESOLVED** that the City Council finds the text amendment as represented in Case# TA-2018-08 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, is reasonable as it allows for greater flexibility in the appointment of alternate members to the Board of Adjustment, and is in the public interest because it will insure sufficient Board of Adjustment members are available to hear and rule on a case before it; and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

**Adopted this the 14<sup>th</sup> day of January 2019.**

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

**ATTEST:**

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



**AN ORDINANCE TO AMEND TEXT OF THE UNIFIED DEVELOPMENT  
ORDINANCE, ARTICLE 2, BOARD OF ADJUSTMENT  
SECTION 2.2.3, MEMBERSHIP  
CASE # TA-2018-08**

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

**WHEREAS**, per Section 3.8 of the UDO, the Planning and Zoning Commission, at its regular meeting on November 7, 2018, recommended City Council approval of a text amendment amending the membership requirements for Board of Adjustment (BOA); and

**WHEREAS**, City Council conducted a public hearing on January 14, 2019 to consider amendments to Article 2, Section 2.2.3 of the UDO; and

**WHEREAS**, the proposed text amendment is consistent with the City of Kannapolis *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable and in the public interest as detailed in the “Resolution to Adopt a Statement of Consistency for Text Amendment Case #TA-2018-08”;

**NOW, THEREFORE, BE IT ORDAINED**, by the Kannapolis City Council that Article 2, Section 2.2.3 of the UDO be amended as follows:

The proposed text amendment to the UDO is as follows:

**2.2.3 MEMBERSHIP.**

**2231.** The City Council shall appoint seven (7) persons to the Board of Adjustment as provided in NCGS § 160A-388. The membership shall include proportional representation for extraterritorial areas, as provided in NCGS § 160A-362. Included with the seven appointees, the City Council ~~shall appoint two (2) alternate members~~ may appoint alternate members to serve on the board in the absence of any regular member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member, while attending any regular or special meeting of the board and serving in the absence of any regular member, shall have and may exercise all the powers and duties of a regular member.

**ADOPTED this the 14<sup>th</sup> day of January 2019.**

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

**ATTEST:**

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

# NORTH CAROLINA COMMUNITY NEWSPAPERS

## Order Confirmation

Order# 0000530494

Client: KANNAPOLIS,CITY OF  
 Client Phone: 7049204300  
 Account #: 3143368  
 Address: ACTS PAYABLE/WANDATEARSHEET  
 KANNAPOLIS NC 28081  
 Payor Customer: KANNAPOLIS,CITY OF  
 Payor Phone: 7049204300  
 Payor Account: 3143368  
 Payor Address: ACTS PAYABLE/WANDATEARSHI  
 KANNAPOLIS NC 28081  
 Sales Rep: boan  
 Ordered By: Pam  
 Fax: 7049337463  
 EMail: byow@kannapolisnc.gov

Total Amount \$709.68  
 Payment Amount \$709.68  
 Amount Due \$0.00  
 Tax Amount: 0.00  
 Payment Method: Credit - Debit Card  
 Order Notes:  
 Invoice Text:

Ad Number 0000530494-01  
 Ad Type CLS Liner  
 Ad Size 2 X 56 li  
 Color \$0.00  
 Production Method AdBooker (liner)  
 Production Notes

Product and Zone CON Independent Trib  
 Placement C-Announcements  
 Position General-Spec Notice  
 # Inserts 2  
 Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Hall  
 Run Dates 1/4/2019, 1/11/2019  
 TadLine: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY HALL LAUREATE CENTER 401  
 LAUREATE WAY KANNAPOLIS NC 28081  
 CITY COUNCIL MEETING MONDAY JAN  
 UARY 14 2019 AT 600 PM

### Ad Content Proof

Note: Ad size does not reflect actual ad



**NOTICE OF PUBLIC HEARING**  
**Kannapolis City Hall**  
**Laureate Center**  
**401 Laureate Way, Kannapolis, NC 28081**  
**City Council Meeting**  
**Monday January 14, 2019 at 6:00 pm**

### Public Hearing Notice

**Public Hearing Notice - Zoning Map Amendment - CZ-2018-04** - Public hearing to consider an amendment to the previously approved zoning of property located on an unaddressed parcel on Concord Lake Road consisting of approximately 50.46 acres zoned PUD (Planned Unit Development), further identified as Cabarrus County PIN(S) #5622-29-8294, to allow for a change in the proposed amenity use for a townhome development.

**Public Hearing Notice - Text Amendment - TA-2018-08** - Public hearing to consider a text amendment to Section 2.2.3 of the Unified Development Ordinance amending the membership requirements for Board of Adjustment (BOA).

**Public Hearing Notice - Text Amendment - TA-2018-09** - Public hearing to consider a text amendment to Section 3.7.2 of the Unified Development Ordinance amending the timeline for a Board of Adjustment (BOA) approved Order to be signed and considered a final decision.

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

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

**Publish: 1/4 and 1/11, 2019.**



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Zachary D. Gordon, AICP, Planning Director  
**TITLE:** Public Hearing TA-2018-09 - Section 3.7.2.5 - Effective Date for Final BOA Decisions

**A. Action Requested by City Council**

1. Conduct Public Hearing for TA-2018-09 to amend Section 3.7.2.5 of UDO
2. Adopt Statement of Consistency for TA-2018-09
3. Adopt Ordinance amending Section 3.7.2.5 of UDO

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

Majority present at meeting

**C. Background**

Article 3 of the UDO establishes appeals and variance procedures for the Board of Adjustment (BOA) for the City of Kannapolis. Section 3.7.2.5 Sets forth requirements for approving the final order for any BOA case. The BOA is charged with the authority to hear and decide appeals of decisions from the Administrator (i.e., Planning Director), hear and decide on applications for variances, conditional use permits and interpret the Official Zoning Map.

Staff is proposing to amend the UDO to allow for a BOA decision to be considered final after an order is signed by the chair person (which may occur at the meeting when a decision is rendered by the BOA) rather than after BOA approval of the meeting minutes pertaining to a case.

Currently, an applicant must wait at least one month after their case has been heard and decided on by BOA before minutes are approved and an order signed. This amendment will result in better service to applicants and cut down on the timeline for a decision to be considered final by at least one month.

**The Planning and Zoning Commission unanimously recommended City Council approval of TA 2018-09 at their November 7, 2018 meeting.**

**D. Fiscal Considerations**

None

## **E. Policy Issues**

The proposed text amendments to the UDO are shown below as **additions and deletions**:

**3.7.2.5.** Appeals from the Board of Adjustment shall be filed with the Clerk of the Cabarrus or Rowan County Superior Court within 30 days of the final decision of the Board. The Board of Adjustment's decision shall be considered ~~a final decision~~ after the final order is signed by the Board ~~chair person or appointee approves the official minutes containing such during an official meeting.~~

## **F. Legal Issues**

None

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

**Planning staff concurs with the recommendation of the Planning and Zoning Commission and recommends City Council adoption of TA-2018-09**

**The following actions are required to approve TA-2018-09:**

1. Motion to approve a Resolution to Adopt a Statement of Consistency (attached)
2. Motion to approve an Ordinance to Amend Section 3.7.2.5 of the Unified Development Ordinance (UDO) (attached)

**The following are alternate actions to the approval of TA-2018-09:**

1. Take no action.
2. Refer TA-2018-09 back to the Planning and Zoning Commission with Recommendations.
3. Table action to a future meeting.

## **ATTACHMENTS:**

### **File Name**

- ☐ UDO\_Text\_Amendment\_Application.pdf
- ☐ TA-2018-09\_CC-Statement\_of\_Consistency.pdf
- ☐ Ordinance\_to\_amend\_text\_of\_UDO\_-\_TA\_2018-09.pdf
- ☐ Notice\_of\_Public\_Hearing\_-\_CZ\_2018-04.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: N/A

Property Location/Address: N/A

Tax Parcel Number: N/A Zoning District: N/A Acreage of Site: N/A

Zachary D. Gordon  
Applicant Name (Print) \_\_\_\_\_ Property Owner Name (Print) \_\_\_\_\_

[Signature] 10-26-18  
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:

Article 3.7, Appeals and Variances, Section 3.7.2.5

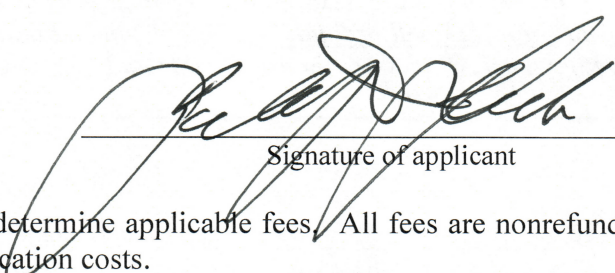
In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

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.

---

**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY  
WITH REGARD TO TEXT AMENDMENT CASE# TA-2018-09**

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

**WHEREAS**, text amendment to **Article 3.7, Appeals and Variances, Section 3.7.2.5** to amend the timeline for a Board of Adjustment (BOA) approved Order to be signed and considered a final decision is consistent with Outcome 6.4 Transparent, Innovative and Responsive Government, of the *Move Kannapolis Forward 2030 Comprehensive Plan*, because it fosters a government system that is responsive to the needs of citizens; and

**WHEREAS**, the City Council conducted a Public Hearing on January 14, 2019 for consideration of Case # TA-2018-09 as submitted by the Planning Department staff;

**NOW, THEREFORE BE IT RESOLVED** that the City Council finds the text amendment as represented in Case# TA-2018-09 is consistent with the *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable, as it will allow for more timely processing of Board of Adjustment decisions, and in the public interest because it will eliminate an unnecessary delay in finalizing decisions made by the Board of Adjustment, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

**Adopted this the 14<sup>th</sup> day of January 2019.**

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

**ATTEST:**

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

**AN ORDINANCE TO AMEND TEXT OF THE UNIFIED DEVELOPMENT  
ORDINANCE, ARTICLE 3.7, APPEALS AND VARIANCES, SECTION 3.7.2.5  
CASE # TA-2018-09**

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

**WHEREAS**, per Section 3.8 of the UDO, the Planning and Zoning Commission, at its regular meeting on November 7, 2018, recommended City Council approval of a text amendment amending the membership requirements for Board of Adjustment (BOA); and

**WHEREAS**, City Council conducted a public hearing on January 14, 2019, to consider amendments to Article 3.7, Section 3.7.2.5 of the UDO; and

**WHEREAS**, the proposed text amendment is consistent with the City of Kannapolis *Move Kannapolis Forward 2030 Comprehensive Plan*, as well as state statutes, reasonable and in the public interest as detailed in the “Resolution to Adopt a Statement of Consistency for Text Amendment Case # TA-2018-09”;

**NOW, THEREFORE, BE IT ORDAINED**, by the Kannapolis City Council that Article 3.7, Section 3.7.2.5 of the UDO be amended as follows:

The proposed text amendment is as follows:

**3.7.2.5.** Appeals from the Board of Adjustment shall be filed with the Clerk of the Cabarrus or Rowan County Superior Court within 30 days of the final decision of the Board. The Board of Adjustment’s decision shall be considered ~~a final decision~~ after the final order is signed by the Board ~~chair person or appointee approves the official minutes containing such during an official meeting~~.

**ADOPTED this the 14<sup>th</sup> day of January 2019.**

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

**ATTEST:**

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



# NORTH CAROLINA COMMUNITY NEWSPAPERS

## Order Confirmation

Order# 0000530494

Client: KANNAPOLIS, CITY OF  
 Client Phone: 7049204300  
 Account #: 3143368  
 Address: ACTS PAYABLE/WANDATEARSHEET  
 KANNAPOLIS NC 28081  
 Payor Customer: KANNAPOLIS, CITY OF  
 Payor Phone: 7049204300  
 Payor Account: 3143368  
 Payor Address: ACTS PAYABLE/WANDATEARSHEET  
 KANNAPOLIS NC 28081  
 Sales Rep: aboan  
 Ordered By: Pam  
 Fax: 7049337463  
 EMail: byow@kannapolisnc.gov

Total Amount \$709.68  
 Payment Amount \$709.68  
 Amount Due \$0.00  
 Tax Amount: 0.00  
 Payment Method: Credit - Debit Card  
 Order Notes: PO Number:  
 Invoice Text:

Ad Number 0000530494-01  
 Ad Type CLS Liner  
 Ad Size 2 X 56 li  
 Color \$0.00  
 Production Method AdBooker (liner)  
 Production Notes

Product and Zone CON Independent Trib  
 Placement C-Announcements  
 Position General-Spec Notice  
 # Inserts 2  
 Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Hall  
 Run Dates 1/4/2019, 1/11/2019  
 TadLine: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY HALL LAUREATE CENTER 401  
 LAUREATE WAY KANNAPOLIS NC 28081  
 CITY COUNCIL MEETING MONDAY JAN  
 UARY 14 2019 AT 600 PM

### Ad Content Proof

Note: Ad size does not reflect actual ad



### NOTICE OF PUBLIC HEARING

Kannapolis City Hall  
 Laureate Center  
 401 Laureate Way, Kannapolis, NC 28081

City Council Meeting  
 Monday January 14, 2019 at 6:00 pm

### Public Hearing Notice

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**Publish: 1/4 and 1/11, 2019.**



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Public Hearing - Request to consider withdrawal from dedication the portion of R-O-W known as Kenneth Street located south of Kimball Street

**A. Action Requested by City Council**

1. Conduct a Public Hearing and,
2. Motion to approve an order closing the portion of unopened R-O-W known as Kenneth Street located south of Kimball Street.

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

Majority present at meeting

**C. Background**

Provided there is no evidence given at the Public Hearing that withdrawing from dedication the portion of unopened R-O-W known as Kenneth Street located south of Kimball Street is not contrary to the public interest, it is recommended that City Council approve the Order closing the unopened portion of R-O-W known as Kenneth Street located south of Kimball Street.

The property owner has requested the closure of the portion of unopened R-O-W known as Kenneth Street located south of Kimball Street. 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 streets and alleys that are no longer necessary for public use, returning the land to private ownership.

<b>F. Legal Issues</b>
------------------------

None

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

1. **Motion to approve an Order to Close thereby withdrawing from dedication the unopened portion of R-O-W known as Kenneth Street located south of Kimball Street. (Recommended)**
2. Motion to table item to a future meeting
3. Take no action

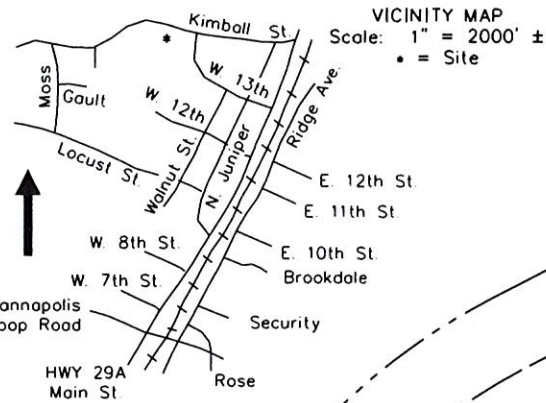
**ATTACHMENTS:**

File Name

- ☐ Petition\_for\_closure\_of\_unopened\_R-O-W\_for\_Kenneth\_Street\_on\_the\_south\_side\_of\_Kimball\_Street.pdf
- ☐ Kenneth\_Street\_Survey\_Plat.pdf
- ☐ Order\_to\_Close\_unopened\_portion\_of\_Kenneth\_Street\_south\_of\_Kimball\_St.pdf
- ☐ Checklist\_for\_street\_closure.pdf

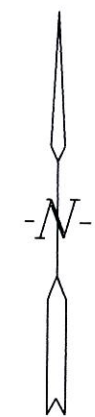






Curve	Radius	Chord Bearing and Distance	Arc Length
C1	180.00'	N 79° 47' 54" E 105.76'	107.34'
C2	180.00'	N 68° 52' 21" E 38.62'	38.69'
C3	180.00'	N 80° 05' 15" E 31.73'	31.77'
C4	180.00'	S 88° 59' 12" E 36.81'	36.88'

Oriented with  
Reference survey by  
this Company  
and Associates, P.A.,  
"City of Kannapolis  
CDBG Project, Plat"  
"Right-of-Way Acquisition  
Kimball St & Gary Ave"  
MGT # 91 08 30  
Bk of Maps 9995 Pg. 2342



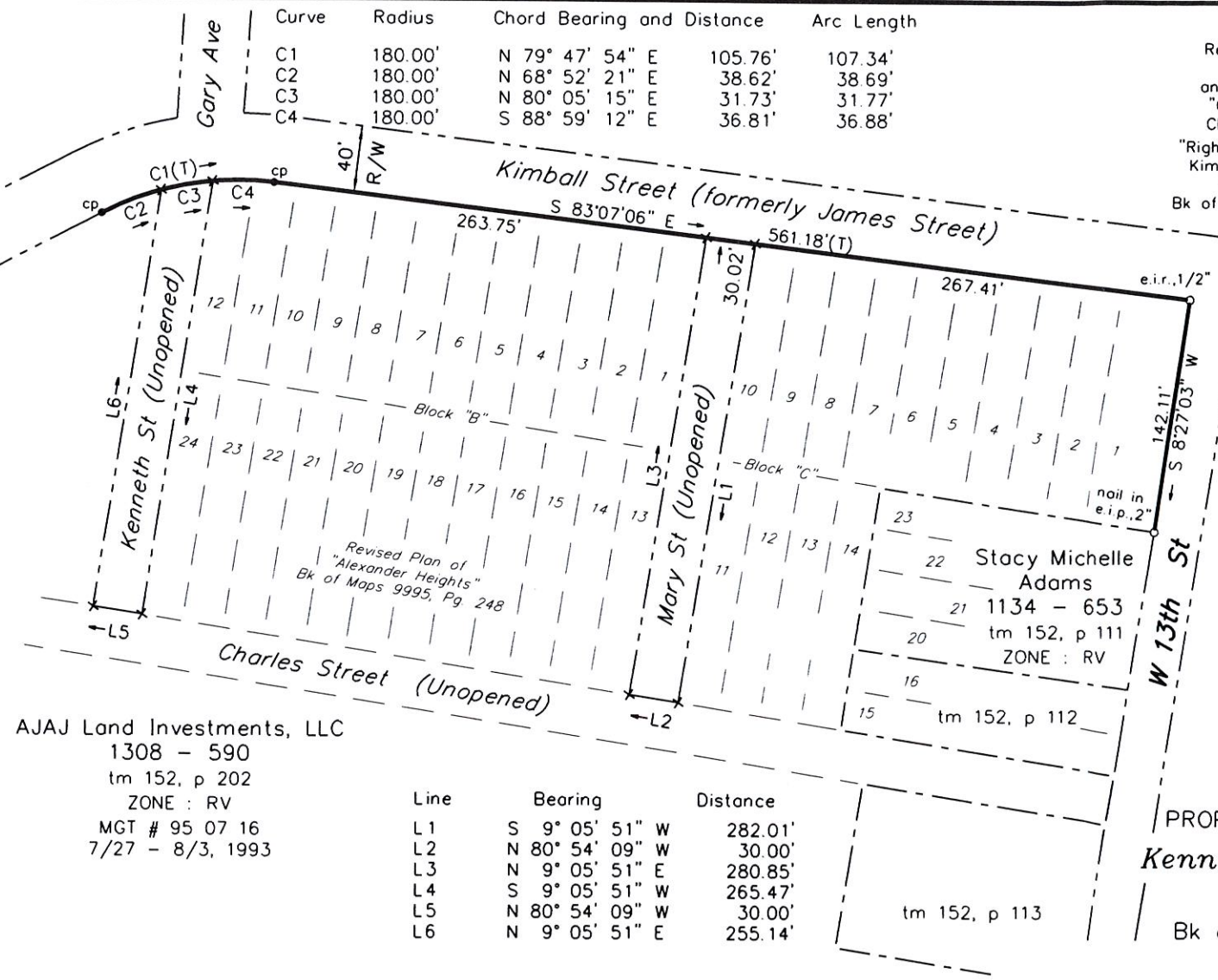
I, Ruby A. Goodwin, certify that this plat was drawn by me from an actual survey under my supervision; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon; that the ratio of precision is 1 : 10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina.

*Ruby A. Goodwin*  
Ruby A. Goodwin, P.L.S. (L-3485)  
10/23/2018



LEGEND:  
n.i.p. = New Iron Pin, (SET)  
e.i.p. = Existing Iron Pipe, as described (FOUND)  
e.i.r. = Existing Iron Rod, as described (FOUND)  
cp —•—•— = Computed Point / No Physical Monu.  
———— = SURVEYED LINES — SOLID  
----- = ROAD RIGHT OF WAY  
----- = EASEMENTS LINES  
----- = LOT/TRACT/DEED LINES  
----- = ADJOINING PROPERTY LINES

Mel G. Thompson & Associates, PA  
PROFESSIONAL LAND SURVEYORS  
303 South Main Street  
Kannapolis, N.C. 28081  
Telephone (704) 938-4661  
Corporate License # (C-0686)



AJAJ Land Investments, LLC  
1308 - 590  
tm 152, p 202  
ZONE : RV  
MGT # 95 07 16  
7/27 - 8/3, 1993

Line	Bearing	Distance
L1	S 9° 05' 51" W	282.01'
L2	N 80° 54' 09" W	30.00'
L3	N 9° 05' 51" E	280.85'
L4	S 9° 05' 51" W	265.47'
L5	N 80° 54' 09" W	30.00'
L6	N 9° 05' 51" E	255.14'

NOTES:  
1) No opinion of title is implied or certified by the information shown on this plat. Subject and adjoining property owners names, deeds of record, and tax parcel identifications reflect those available to this surveyor as of the date of survey shown.  
"G5 47-30 ... mapping requirements."  
(c) ... (the name of owner shall be shown for indexing purposes only and is not to be construed as title certification)"

2) This property is subject to the maintenance of any public utilities not evident and to any rights-of-way, easements, or agreements of record prior to or at date of survey.  
3) (MGT #) references the job number of previous surveys by this company.

EXHIBIT PLAT  
PROPOSED STREET CLOSING  
**Kenneth St & Mary St**  
"Alexander Heights"  
Bk of Maps 9995, Pg. 248

PROPERTY OF  
**AJAJ Land Investments, LLC**  
China Grove Twp, Rowan Co., Kannapolis, NC  
Tax Ref. : Tax Map (tm) 152, Parcel (p) 202  
Deed Ref. : Dbk 766, Pg. 684  
Survey Date : SEPTEMBER 17, 2018



30' R/W  
per  
BOM PG 248

MARY STREET  
0.194 AC. /  
8,443 SQ. FT  
KENNETH STREET  
0.180 AC. /  
7,823 SQ. FT

tm 152, p 113

Stacy Michelle  
Adams  
1134 - 653  
tm 152, p 111  
ZONE : RV  
tm 152, p 112

e.i.r., 1/2"  
142.11'  
S 8° 27' 03" W

30.02'

Kimball Street (formerly James Street)  
S 83° 07' 06" E  
263.75'  
561.18'(T)

Kenneth St (Unopened)  
L6  
L4  
L5

Mary St (Unopened)  
L3  
L2

Charles Street (Unopened)

Revised Plan of  
"Alexander Heights"  
Bk of Maps 9995, Pg. 248

40' R/W

Gary Ave

Kimball St

W 12th

W 13th

Ridge Ave

E 12th St

E 11th St

E 10th St

Brookdale

W 8th St

W 7th St

Locust St

Walnut St

N Juniper

Security

Rose

HWY 29A Main St

Kannapolis Loop Road

Moss Gault

**CITY COUNCIL  
CITY OF KANNAPOLIS  
ORDER TO CLOSE**

**WHEREAS**, pursuant to North Carolina General Statute 160A-299, City Council of the City of Kannapolis has proposed to permanently close the unopened portion of R-O-W known as Kenneth Street located south of Kimball Street described as a Public Street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina which is more particularly described as:

**LEGAL DESCRIPTION**

Beginning at a computed point on the south right-of-way (R/W) of Kimball Street, a 40' public R/W, said point being 2 calls along said R/W from an existing ½" iron rod at the SW Intersection of Kimball Street and W. 13<sup>th</sup> Street;

- 1) N 83°96'06" W, 561.18", to a computed point and
- 2) 36.88' along a curve to the left of radius 180.00", a chord bearing and distance of N 88°58'12" W, 36.81'; thence from said point of beginning, 3 calls of metes and bounds encompassing Kenneth Street,
- 3) S 9°05'51" W, 265.47', to a computed point; thence
- 4) N 80°54'09" W, 30.00', to a computed point, thence
- 5) N 9°05'51" E, 255.14', to a computed point on the south R/W of Kimball Street; thence 31.77' along a curve to the right of radius 180.00', a chord bearing and distance of N 80°05'15" E, 31.73', to the point of beginning containing 0.180 acres (7,823 Sq. Ft.), more or less.

**WHEREAS**, a Public Hearing on the question of such closing was held on January 14, 2019, at which time the plans for such closing were explained and all persons given an opportunity to be heard; and

**WHEREAS**, notice of said closing was given in accordance with the requirements of law; and

**WHEREAS**, it has been found to the satisfaction of the City Council after the Public Hearing that closing of the street or public roadway is not contrary to the public interest and that no individual owning property in the vicinity of the street or public roadway or in the subdivision in which it is located would be deprived of reasonable means of ingress or egress to his property.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Kannapolis as follows:

1. That the unopened portion of R-O-W known as Kenneth Street located south of Kimball Street as described above, is hereby closed effective immediately.
2. That the City of Kannapolis reserves any and all right, title and interest in and to any utility improvements or easements within any portion of the above described street closed pursuant to this Order.
3. That a certified copy of this Order be filed in the office of the Register of Deeds for Rowan County, North Carolina.

Adopted this 14<sup>th</sup> day of January, 2019.

---

Milton D. Hinnant  
Mayor

ATTEST:

---

Bridgette Bell, MMC, NCCMC  
City Clerk



**CHECK LIST FOR  
STREETS AND ALLEYS PROCEDURE FOR  
CLOSING (G.S. 160A-299)  
Unopened R-O-W Kenneth Street**

<u>PROCEDURE</u>	<u>RESPONSIBILITY</u>	
1. Submission of request to City must include:	Property Owners:	
(a) Letter of request (petition) signed by all property owners abutting street or alley.	(a)	<u>10/23/18</u>
(b) Copy of recorded plat showing original layout or dedication of street or alley.	(b)	<u>10/23/18</u>
(c) Registered land surveyors plat of recent survey of portion of street to be closed on legal size drawing, suitable for recording.	(c)	<u>10/23/18</u>
(d) Non-refundable application fee of \$300.00	(d) Public Works	<u>10/23/18</u>
2. Review and recommendation to City Manager by Legal, Planning and Public Works.	City Staff	<u>11/5/18</u>
3. Recommendation to City Council	Public Works	<u>11/26/18</u>
4. Adopt Resolution of Intent	City Council	<u>11/26/18</u>
5. Public Notice		
(a) Publish Newspaper (one per week, four consecutive weeks)	City Clerk	<u>12/2, 12/9, 12/16, 12/23</u>
(b) Posted notices (two signs on street)	Public Works	<u>11/28/18</u>
(c) Mail copy of Resolution of Intent to all adjoining property owners by Registered or Certified Mail	City Clerk	<u>12/3/18</u>
6. Public Hearing	City Council	<u>1/14/19</u>
7. Order of Closing	City Council	<u>11/14/19</u>
8. Record closing order with Register of Deeds Office	City Attorney	_____



**City of Kannapolis  
City Council Meeting  
January 14, 2019  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Public Hearing - Request to consider withdrawal from dedication an unopened portion of R-O-W known as Mary Street located south of Kimball Street

**A. Action Requested by City Council**

1. Conduct a Public Hearing and,
2. Motion to approve an order closing the unopened R-O-W known as Mary Street located south of Kimball Street.

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

Majority present at meeting

**C. Background**

Provided there is no evidence given at the Public Hearing that withdrawing from dedication the portion of unopened R-O-W known as Mary Street located south of Kimball Street is not contrary to the public interest, it is recommended that City Council approve the order closing the unopened R-O-W know as Mary Street located south of Kimball Street.

The property owner has requested the closure of a portion of R-O-W known as Mary Street located south of Kimball Street. 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 streets and alleys that are no longer necessary for public use, returning the land to private ownership.

<b>F. Legal Issues</b>
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None

<b>G. Alternative Courses of Action and Recommendation</b>
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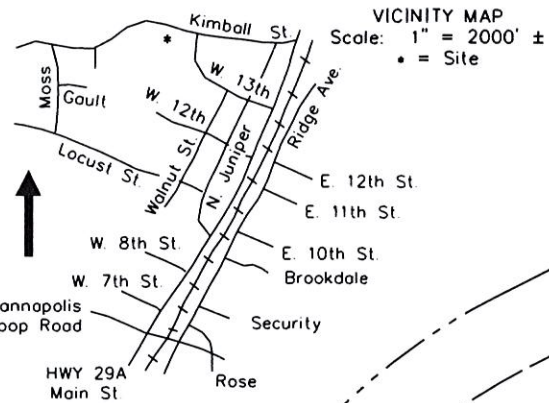
1. **Motion to approve an Order to Close thereby withdrawing from dedication the unopened portion of R-O-W known as Mary Street located south of Kimball Street. (Recommended)**
2. Motion to table item to a future meeting.
3. Take no action

**ATTACHMENTS:**

**File Name**

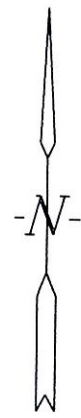
- ☐ Petition\_for\_closure\_of\_unopened\_R-O-W\_for\_Mary\_Street\_on\_the\_south\_side\_of\_Kimball\_Street.pdf
- ☐ Mary\_Street\_Survey\_Plat.pdf
- ☐ Order\_to\_Close\_unopened\_portion\_of\_Mary\_Street\_south\_of\_Kimball\_St.pdf
- ☐ Checklist\_for\_street\_closure.pdf

## PETITION FOR STREET OR ALLEY CLOSURE



Curve	Radius	Chord Bearing and Distance	Arc Length
C1	180.00'	N 79° 47' 54" E 105.76'	107.34'
C2	180.00'	N 68° 52' 21" E 38.62'	38.69'
C3	180.00'	N 80° 05' 15" E 31.73'	31.77'
C4	180.00'	S 88° 59' 12" E 36.81'	36.88'

Oriented with  
Reference survey by  
this Company  
and Associates, P.A.,  
"City of Kannapolis  
CDBG Project. Plat"  
"Right-of-Way Acquisition  
Kimball St & Gary Ave"  
MGT # 91 08 30  
Bk of Maps 9995 Pg. 2342



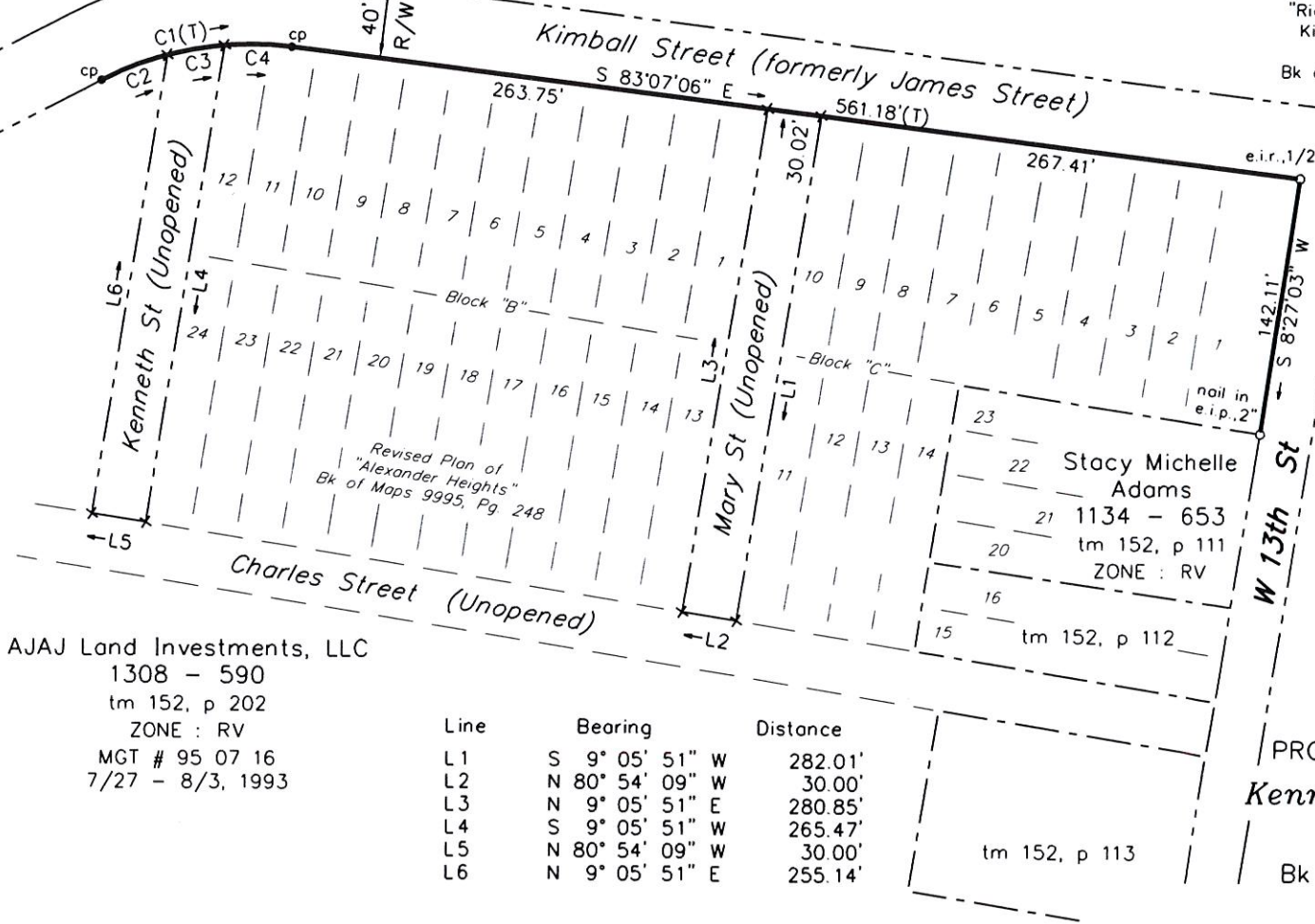
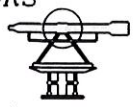
I, Ruby A. Goodwin, certify that this plat was drawn by me from an actual survey under my supervision; that the boundaries not surveyed are shown as broken lines plotted from information found in documents of record as shown hereon; that the ratio of precision is 1 : 10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina

*Ruby A. Goodwin*  
Ruby A. Goodwin, P.L.S. (L-3485)  
10/23/2018



- LEGEND:
- n.i.p. = New Iron Pin, (SET)
  - e.i.p. = Existing Iron Pipe, as described (FOUND)
  - e.i.r. = Existing Iron Rod, as described (FOUND)
  - cp = Computed Point / No Physical Monu.
  - = SURVEYED LINES - SOLID
  - - - = ROAD RIGHT OF WAY
  - - - - - = EASEMENTS LINES
  - - - - - = LOT/TRACT/DEED LINES
  - - - - - = ADJOINING PROPERTY LINES

Mel G. Thompson & Associates, PA  
PROFESSIONAL LAND SURVEYORS  
303 South Main Street  
Kannapolis, N.C. 28081  
Telephone (704) 938-4661  
Corporate License # (C-0686)



AJAJ Land Investments, LLC  
1308 - 590  
tm 152, p 202  
ZONE : RV  
MGT # 95 07 16  
7/27 - 8/3, 1993

Line	Bearing	Distance
L1	S 9° 05' 51" W	282.01'
L2	N 80° 54' 09" W	30.00'
L3	N 9° 05' 51" E	280.85'
L4	S 9° 05' 51" W	265.47'
L5	N 80° 54' 09" W	30.00'
L6	N 9° 05' 51" E	255.14'

NOTES:

- 1) No opinion of title is implied or certified by the information shown on this plat. Subject and adjoining property owners names, deeds of record, and tax parcel identifications reflect those available to this surveyor as of the date of survey shown.
- 2) This property is subject to the maintenance of any public utilities not evident and to any rights-of-way, easements, or agreements of record prior to or at date of survey.
- 3) (MGT #) references the job number of previous surveys by this company.

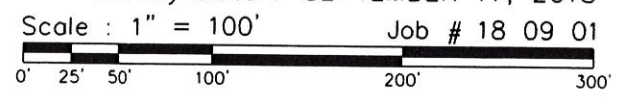
"G5 47-30 ... mapping requirements.  
(c) ... (the name of owner shall be shown for indexing purposes only and is not to be construed as title certification)"

← 30' R/W per BOM PG 248

MARY STREET  
0.194 AC. /  
8,443 SQ. FT  
KENNETH STREET  
0.180 AC. /  
7,823 SQ. FT

EXHIBIT PLAT  
PROPOSED STREET CLOSING  
*Kenneth St & Mary St*  
"Alexander Heights"  
Bk of Maps 9995, Pg. 248

PROPERTY OF  
*AJAJ Land Investments, LLC*  
China Grove Twp, Rowan Co., Kannapolis, NC  
Tax Ref. : Tax Map (tm) 152, Parcel (p) 202  
Deed Ref. : Dbk 766, Pg. 684  
Survey Date : SEPTEMBER 17, 2018



**CITY COUNCIL  
CITY OF KANNAPOLIS  
ORDER TO CLOSE**

**WHEREAS**, pursuant to North Carolina General Statute 160A-299, City Council of the City of Kannapolis has proposed to permanently close an unopened portion of R-O-W known as Mary Street located off Kimball Street described as a Public Street or alley pursuant to Section 160A-299 of the General Statutes of North Carolina which is more particularly described as:

**LEGAL  
DESCRIPTION**

Beginning at a computed point on the south right-of-way (R/W) of Kimball Street, a 40' public R/W, said point being N 83°07'06" W, 267.41', along said R/W, from an existing ½" iron rod at the SW intersection of Kimball Street and W 13th Street; thence from said point of beginning, 3 calls of metes and bounds encompassing Mary Street,

- 1) S 9°05'51" W, 282.01', to a computed point; thence
- 2) N 80°54'09" W, 30.00', to a computed point; thence
- 3) N 9°05'51" E, 280.85', to a computed point on the south R/W of Kimball Street; thence with said R/W, S 83°07'06" E, 30.02' to the point of beginning containing 0.194 acres (8,443 Sq. Ft.), more or less.

**WHEREAS**, a Public Hearing on the question of such closing was held on January 14, 2019, at which time the plans for such closing were explained and all persons given an opportunity to be heard; and

**WHEREAS**, notice of said closing was given in accordance with the requirements of law; and

**WHEREAS**, it has been found to the satisfaction of the City Council after the Public Hearing that closing of the street or public roadway is not contrary to the public interest and that no individual owning property in the vicinity of the street or public roadway or in the subdivision in which it is located would be deprived of reasonable means of ingress or egress to his property.

**NOW, THEREFORE, IT IS HEREBY ORDERED** by the City Council of the City of Kannapolis as follows:

1. That the unopened portion of R-O-W known as Mary Street located off Kimball Street as described above is hereby closed effective immediately.
2. That the City of Kannapolis reserves any and all right, title and interest in and to any utility improvements or easements within any portion of the above described street closed pursuant to this Order.
3. That a certified copy of this Order be filed in the office of the Register of Deeds for Rowan County, North Carolina.

Adopted this 14<sup>th</sup> day of January, 2019.

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

Attest:

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



**CHECK LIST FOR  
STREETS AND ALLEYS PROCEDURE FOR  
CLOSING (G.S. 160A-299)  
Unopened R-O-W Kenneth Street**

<u>PROCEDURE</u>	<u>RESPONSIBILITY</u>	
1. Submission of request to City must include:	Property Owners:	
(a) Letter of request (petition) signed by all property owners abutting street or alley.	(a)	<u>10/23/18</u>
(b) Copy of recorded plat showing original layout or dedication of street or alley.	(b)	<u>10/23/18</u>
(c) Registered land surveyors plat of recent survey of portion of street to be closed on legal size drawing, suitable for recording.	(c)	<u>10/23/18</u>
d) Non-refundable application fee of \$300.00	(d) Public Works	<u>10/23/18</u>
2. Review and recommendation to City Manager by Legal, Planning and Public Works.	City Staff	<u>11/5/18</u>
3. Recommendation to City Council	Public Works	<u>11/26/18</u>
4. Adopt Resolution of Intent	City Council	<u>11/26/18</u>
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6. Public Hearing	City Council	<u>1/14/19</u>
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**City of Kannapolis  
City Council Meeting  
January 14, 2019  
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; G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the area and G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters (Mayor Pro tem Haas)

**MOTION TO CONTINUE MEETING TO JANUARY 28, 2019, 4:30 PM, CITY HALL  
EXECUTIVE CONFERENCE ROOM**

**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