



KANNAPOLIS CITY COUNCIL

MEETING AGENDA

Kannapolis City Hall

401 Laureate Way, Kannapolis NC

May 23, 2022 6:30 PM

Please turn off cell phones or place on silent mode.

CALL TO ORDER AND WELCOME

ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions

PROCLAMATIONS

1. National Home Ownership Month

RECOGNITIONS

1. Citizens Fire Academy Graduation (Tracy Winecoff, Fire Chief)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

1. April 11, 2022 Regular Meeting Minutes
2. April 11, 2022 Closed Session Minutes
3. April 25, 2022 Regular Meeting Minutes
4. April 25, 2022 Closed Session Minutes
5. May 09, 2022 Regular Meeting Minutes
6. May 09, 2022 Closed Session Minutes
7. Amendments to the Kannapolis Code of Ordinances to Comply with Recent Statutes (Part XIII of Session Law 2021-138) (Walter M. Safrit City Attorney) **SECOND READING**
8. Ordinance to Establish a Grant Project Budget for American Rescue Plan Act Funds (Africa Otis, Finance Director)
9. Amendment to the Kannapolis Crossing Project Ordinance (Alex Anderson, Director of Water Resources)

BUSINESS AGENDA

- A. Presentation of City Manager's Proposed FY 2022-23 Budget (Mike Legg, City Manager)
- B. Resolution directing the filing with the City Clerk of the recommended Budget for FY 2022-2023 and calling for a Public Hearing (Mike Legg, City Manager)
- C. Kannapolis Development Ordinance and Associated Zoning Map (Richard Smith, Planning Director)
- D. Development Agreement Relating to Approval of Sewer Allocation Permit(s) for STKR Cannon, LLC (Walter M. Safrit, City Attorney)

SPEAKERS FROM THE FLOOR

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 as soon as possible, but no later than forty-eight (48) hours before the scheduled event.



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

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

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

📎 National_Homeownership_Month_2022.pdf



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

NATIONAL HOME OWNERSHIP MONTH

WHEREAS, home ownership is an important part of the American Dream; and

WHEREAS, home ownership provides shelter and a safe place for families to enjoy one another while creating lasting relationships within the community; and

WHEREAS, home ownership encourages personal responsibility and the values necessary for strong families; where home ownership flourishes, neighborhoods are more stable, residents are more civic-minded; and

WHEREAS, more than 70 years ago, the National Housing Act was signed into law, making home ownership available to millions of families, who previously could not afford to buy their own home; and

WHEREAS, it is appropriate and fitting that we recognize the value of home ownership, the benefits to Kannapolis, our residents, and to our community; and

WHEREAS, during National Home Ownership Month, the City of Kannapolis encourages all residents to learn more about financial management and explore home ownership opportunities in the community. By taking this important step, individuals and families help safeguard their financial futures and contribute to the strength of our Nation.

NOW, THEREFORE, I, MILTON D. HINNANT, Mayor of the City of Kannapolis, by virtue of the authority vested in me as Mayor, do hereby proclaim the month of June 2022 as:

"NATIONAL HOME OWNERSHIP MONTH"

in the City of Kannapolis and encourage all citizens, private industries, and community groups to join me in recognizing the importance of offering every American the opportunity to realize their dream of home ownership and to help work towards making that dream a reality.



IN WITNESS THEREFORE, I have set my hand and caused the Great Seal of the City of Kannapolis to be affixed this 23rd day of May, 2022

Milton D. Hinnant



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Tracy Winecoff, Fire Chief
TITLE Citizens Fire Academy Graduation

A. Action Requested by City Council

Recognition Only

B. Required Votes to Pass Required Action

Presentation Only, no action required

C. Background

Tonight, the Kannapolis Fire Department recognizes 15 citizens who have attended our third citizens academy. In the last 10 weeks, these individuals have learned about the operations of the department. Not only did they get first hand experience in our operations, but they learned about hazardous materials response, rope and confined space rescue. In addition, these individuals were able to drive a firetruck, be elevated to 105ft in our platform apparatus, cut cars with the Jaws of Life and go into a live fire at the RCCC burn building and much more. Please join us in congratulating these individuals for their accomplishments.

Mary Bremenstuhl	Carolyn Conley	Richard Conley
Ana Contreras	Christine Drumm	Emma Green
Russell Hoyser	Brian Most	Logan Norris
Sandra ODell	Keith Overcash	Pam Overcash
Gail Piper	Diana Shipe	Nick Smith

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation
--

None. Recognition only.

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE April 11, 2022 Regular Meeting Minutes

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

04-11-2022.pdf

CITY OF KANNAPOLIS
COUNCIL MEETING MINUTES
April 11, 2022

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, April 11, 2022 at 6:00p.m., at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

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

Council Members Absent: None

City Manager: Mike Legg

City Attorney: Walter M. Safrit

Deputy City Manager: Eddie Smith

Assistant City Manager: Eric Davis

Assistant City Manager: Wilmer Melton

Staff Present:	Margaret Young	Annette Privette-Keller	Michael Dodge
	Alex Anderson	Tony Eury	David Jordon
	Jenny Johnson	Sherry Gordon	Terry Spry
	Irene Saks	Richard Smith	Michael Rattler
	Kristin Jones	Curtis Plyler	Jonathan Wilhoit
	Allen Wagner	Terry Spry	

Visitors Present:	Quincy Morgan	Rolanda Morgon	Bryce Morgan
	Anaja McClinton	Candace Dudley	Marin Powell
	Amber Barnes	Yessenia Vela	Ally Zenderjas
	Niya Kerr	Lillian Watkins	Carly Stegall
	Caroline Barlow	Destiny Davin	Jessic Gordon
	Chris Gordon	Shriya Agarwal	Joe Hatley
	Rae Smak	Sophia Wilkerson	Steve Gertz
	Chris Hill	Hollie Morton	James Williams
	Abiezel Morales	Melinda Richardson	Richard O'Kelly
	Mark Spitzer	Joseph Levy	

1 **CALL TO ORDER AND WELCOME**

2 Mayor Hinnant called the meeting to order, welcomed those in attendance and asked for a moment
3 of silent prayer in honor of those impacted by the volatile situation in Ukraine. Mayor Pro tem
4 Dayvault led all in the Pledge of Allegiance.

5
6 **ADOPTION OF AGENDA**

7 Mayor Hinnant indicated that the agenda is a revised version than what was previously posted and
8 asked for a motion to approve. Council Member Wilson made the motion to approve, seconded by
9 Mayor Pro-tem Dayvault and approved by unanimous vote.

10
11 **PROCLAMATIONS:**

12 Mayor Hinnant proclaimed April as Fair Housing Month and made presentation to Sherry Gordon,
13 Community Development Program Administrator. He also proclaimed April 10-16, 2022 as
14 National Public Safety Telecommunicator Week and made presentation to Hollie Morton,
15 Communications Center Manager and to Johnny Caudle, Telecommunication Shift Supervisor.

16
17 **CONSENT AGENDA:**

18 Budget Amendment #22-24 Appropriating Fund Balance for Water Resources (Kristin Jones,
19 Assistant to City Manager) (Copy included as Exhibit A)

20
21 Community Development Block Grant Project Ordinance (Kristin Jones, Assistant to City
22 Manager) (Copy included as Exhibit B)

23
24 Council Member Jackson made the motion to approve, second by Council Member Berry, and the
25 motion was approved by unanimous vote.

26
27 **BUSINESS AGENDA:**

28 **Youth Council Presentation (Annette Privette Keller, Director of Communications) (Copy**
29 **included as Exhibit C)**

30 Annette Privette-Keller gave a brief background on the City of Kannapolis Youth Council stating
31 that it was created in February 2021 and that she, along with Margaret Young, serve as Staff
32 Advisors; and that both Mayor Hinnant and Council Member Wilson serve as City Council
33 Liaisons to the Youth Council. She introduced Brock Morgan, Chairman and Allison Gordon, Co-
34 Chairman to make presentation. Mr. Morgan and Ms. Gordon introduced themselves, the school
35 they each attend and their goals following high school. They introduced the remaining members
36 of the Youth Council (Trent Thompson, Josephy Levy, Gabe Perry, Amber Barnes, Carly Stegall,
37 Ally Zendejas, Nevaeh Williams, Marin Powell, Caroline Barlow, Destiny Davis, Shriya Agarwal,
38 Samantha Holman, Niya Kerr, Courtney Graham, Lillian Watkins, Yesenia Hubbard, Celeste
39 Martinez, Kevin Lo, Lissette Cruz, and Ashley Burris) and gave a presentation regarding the
40 Council's achievements made through the year as well as future projects stating that they have
41 served their community with a positive influence. They thanked the Mayor and Council for
42 providing them the opportunity to serve their community.

43
44 Mrs. Privette-Keller stated that the Youth Council completed enough community service projects
45 to qualify for induction into the State Youth Council. She introduced Anaja McClinton and
46 Candace Dudley from the Department of Administration to induct members of the Kannapolis
47 Youth Council into the State Youth Council. Ms. Dudley provided a brief background on the State

1 Council stating that there are 24 youth councils across the state and that they conduct 4 conferences
2 a year to bring all youth together. She added that the youth learn grant writing skills and perform
3 community service projects.
4

5 Ms. McClinton gave the Oath of Office to members of the Youth Council that were present. Mayor
6 Hinnant and Council Members congratulated and thanked the members of the Youth Council for
7 their service and dedication.
8

9 **Public Hearing for the FY2022-2023 Use of CDBG & HOME program funds (July 1, 2022 –**
10 **June 30, 2023) (Sherry Gordon, Community Development Program Administrator) (Copy**
11 **included as Exhibit D)**

12 Sherry Gordon, Community Development Program Administrator, stated that as a HUD
13 entitlement City, it is required to annually submit an action plan regarding the funds allocated for
14 community development programs as well as to receive public input regarding the use of those
15 funds. She added that there was adequate public notification for the 30-day public input period
16 [open until May 2, 2022] but that the plan will need to be submitted into HUD by May 15, 2022.
17

18 Mrs. Gordon stated that the FY 2022-2023 Proposed CDBG Budget of \$375,002.00 is the previous
19 year's budget because the funds have not yet been released from HUD. She added that if the
20 amount changes significantly, an additional Public Hearing will be required. Mrs. Gordon
21 proposed that the funds be used for the following:
22

- 23 • Urgent repair: \$100,002.00
- 24 • Infrastructure: \$144,000.00 (Habitat Cabarrus requested assistance)
- 25 • Non-profit grants: \$ 56,000.00 (Application are due April 29th at 5:00p)
- 26 • General Admin/Fair Housing: \$ 75,000.00 (Salary, education, and outreach)
27

28 Council Member Wilson asked if the construction on Ontario Street is a Habitat for Humanity
29 house? Mrs. Gordon responded that a single-family home is being constructed and that it is being
30 built by Habitat.
31

32 Council Member Dixon referenced the \$100,002.00 for urgent repair and asked if all the funds
33 were utilized last year. Mrs. Gordon responded that there were funds left over due to Covid and
34 that an application for \$200,000.00 has been submitted to the NC Finance Housing Agency but
35 will not receive confirmation of approval until June or July. Council Member Dixon asked how
36 the community receives notification of available assistance funds? Mrs. Gordon responded that it
37 is communicated in the Kannapolis Matters newsletter, the City's website, word of mouth, and
38 community meetings.
39

40 Mayor Hinnant clarified that the \$100,002.00 from CDBG is in addition to the \$200,000.00
41 requested from the NC Finance Housing Agency. Mrs. Gordon confirmed, stating that she hopes
42 to have \$300,000.00 available to help citizens with necessary repairs to their home. Mayor Hinnant
43 commended Mrs. Gordon for her work and effort to grow these funds from \$50,000 to the
44 requested \$300,000.
45

46 Mayor Hinnant opened the Public Hearing which was then closed with no public comment being
47 made and asked for action from the Council regarding the proposed use of CDBG program funds.

Council Member Kincaid made the motion to approve, second by Council Member Dixon, and approved by unanimous vote.

Mrs. Gordon stated that the City is a member of the Cabarrus/Rowan/Iredell HOME Consortium and is required to submit an annual action plan to the City of Concord, the Consortium Lead Entity. She added that the proposed funds of \$188,593.00 (\$159,522 HOME grant, \$19,500 estimated program income, \$9,571 Program Administration) are the same amounts as last year because HUD hasn't released these funds:

- CCM project (Huddle House): \$159,022.00
- Down payment assistance: \$ 20,000.00 (first time home buyers)
- General Administration: \$ 9,571.00

City Manager, Mike Legg clarified for the Council that the City of Concord is the lead agent for the CCM Huddle House project, and that the City is up against a deadline to provide a plan to Concord regarding the proposed funds. Mr. Legg reminded the Council that they requested a focus group to study the need for affordable housing and that the funds will not be used until the focus group has completed their research which may require a reallocation of funds with an additional hearing later. He added that tonight's action by City Council is essentially a "holding project" until action plans have been approved.

Mr. Legg asked if a separate hearing is required for both funds? Attorney Safrit responded that one public hearing is adequate.

Mayor Hinnant asked for a motion regarding the Home Funds. Mayor Pro-tem Dayvault made a motion to approve, second by Council Member Wilson, and approved by unanimous vote.

Electric Vehicle Infrastructure Update (Eric Davis, Assistant City Manager and Wilmer Melton, Assistant City Manager (Copy included as Exhibit E))

Assistant City Manager Eric Davis and Assistant City Manager Wilmer Melton gave a presentation regarding electric vehicle (EV) infrastructure. Mr. Davis reminded the Council that they received a presentation regarding a Volkswagen settlement and those funds will be available through a grant program. He provided the settlement highlights stating that Volkswagen entered into a \$14.7 billion dollar settlement agreement in 2016 with the United States government. Mr. Davis stated that \$4.7 billion of that settlement is targeted to mitigate pollution and make investments in zero-emission technology (ZEV) that would be shared with the states. Mr. Melton stated that there were several grant funding opportunities which included transit & shuttle bus replacement, DC fast ZEV charging infrastructure, Level 2 ZEV charging infrastructure for state agencies and state managed attractions, school bus replacement and Public Access Level 2 charging infrastructure. Mr. Davis stated that of the available funds, 40% is dedicated to the school bus replacement program, 20% to the transit bus program, 20% heavy equipment replacement, 15% to ZEV infrastructure and 5% to DEQ administrative costs. He added that the City is proposing to apply for several of the grants. Mr. Melton directed the Council's attention to a NC state corridor map which illustrates the corridors that are designated to receive the DC fast ZEV charging infrastructure.

Mr. Hinnant asked for confirmation that the levels 1, 2, & 3 is the speed of the charging station. Mr. Melton confirmed.

1 Mr. Davis stated that they are proposing to apply for replacement of the Parks & Recreation shuttle,
2 DC fast charging infrastructure in the priority corridor, Level 2 charging program (public access)
3 and replacement of heavy equipment. He noted that unused funds of the \$68 million dollars
4 allocated to North Carolina, are sent back to the federal government, and reallocated to other states.
5 Mr. Davis added that all the programs will be 100% funded (if awarded) except for the Level 2
6 charging infrastructure.

7
8 Mr. Melton provided application deadlines for each of the programs as well as the charging time
9 for the level 1, 2 & 3 charging options. He talked about the charging stations that were recently
10 installed at City Hall as well as charging stations located near the City of Kannapolis.

11
12 Mr. Davis talked about a website titled "PlugShare.com" which is an interactive website so that
13 the public can locate charging stations. He noted that there are currently not a lot of charging
14 stations located along the I85 corridor. Mr. Davis briefly talked about the various fees that are
15 charged at the charging stations. He reminded the Council that they will need their authorization
16 to apply for the grants. Mr. Melton added that if Council approves of applying for the ZEV
17 charging infrastructure, they should also discuss charging for usage, and he provided information
18 on the various ways to charge those fees.

19
20 Council Member Kincaid asked the number of stations located downtown Kannapolis. Mr. Melton
21 responded that the City has four (4) stations and then provided location details on nearby stations.
22 Council Member Kincaid asked the cost to install the charging stations and if a grant was utilized.
23 Mr. Melton responded that they did not apply for a grant to cover the cost of those stations and
24 that City Council allocated \$44 thousand dollars and that it cost approximately \$32 thousand
25 dollars to install them. Council Member Kincaid asked if Duke Power charged a fee to install the
26 stations? Mr. Melton responded that the City would have to pay for the energy (7 cents per kilowatt
27 hour), but that Duke Power did not charge a fee to install the stations.

28
29 Mayor Pro tem Dayvault asked if a separate metering system has been installed to monitor the
30 usage? Mr. Melton stated that they were able to tap into an existing meter and that there is also an
31 application to track usage. Mayor Pro tem Dayvault stated that he is in favor of all suggestions
32 made by Mr. Melton and Mr. Davis as well as charging a fee for use of the charging station.

33
34 Council Member Jackson expressed concern that discussions are predicated on unknown future
35 development. Mr. Davis responded that there is an emphasis from the federal government to build
36 the infrastructure as well as the deadline on the grant money. He also talked about the various ways
37 to collect fees for use of the charging stations.

38
39 Council Member Berry asked the number of charging stations that will be requested, their proposed
40 location and whether the City can afford to lose parking places. Mr. Davis responded that the faster
41 charging units are best located along the I85 corridor while the slower units work better in
42 downtown setting but that they would like to apply for several various units and wait for the
43 response from the state. Mr. Melton added that one (1) or (2) units would be best at each
44 interchange along I85 and that they would like two (2) – four (4) more units downtown.

45
46 Council Member Dixon asked if the City must have a minimum number of EV stations to qualify
47 for the grant. Mr. Melton stated that the City installed charging stations at City Hall because there
48 is an electric vehicle that required the station but that he doesn't think there was a requirement to

1 apply for the grant. Mr. Davis added that a charging station is an amenity but will be a necessity
2 in the future.

3
4 Council Member Wilson asked for confirmation that a diesel replacement vehicle cost \$150
5 thousand dollars. Mr. Davis confirmed that estimates to replace the Parks and Recreation bus fell
6 into the \$150 thousand dollar range. He added that they did research an electric replacement option
7 but that estimates were \$275 thousand dollars with a 100-mile range and did not feel it was a
8 practical replacement option. Council Member Wilson directed the Council's attention to the map
9 showing current location of EV charging stations and asked if they were privately funded and
10 whether Kannapolis is the only municipality offering the stations. Mr. Melton responded that most
11 of the EV stations shown are private businesses. He added that Concord, Cabarrus County and
12 Kannapolis currently have EV stations and provided locations of those stations. Council Member
13 Wilson asked if the City is looking to provide a convenience or to make money. Mr. Melton stated
14 that EV stations are a luxury because there aren't a lot of electric vehicles, but that as more people
15 purchase electric vehicles, charging stations will become a necessity and that the City is providing
16 a service. Council Member Wilson expressed additional concern about providing the charging
17 stations when there isn't a need for them. Mr. Davis responded that there is a need for a charging
18 station because the City has an electric vehicle, that they would like to offer stations for visitors,
19 and a profit can also be made, albeit a small profit. Council Member Wilson asked if the stations
20 are self-attended. Mr. Melton responded that they are self-attended and are available 24/7. Mr.
21 Davis agreed with Council Member Wilson that Kannapolis is probably not there yet but with the
22 availability of the grant funds, it was their intention to apply for 100% of the funds with guidance
23 from Council on the programs. He added that there will be a cost to the City especially with the
24 replacement of the vehicles.

25
26 Mr. Legg explained that the federal government has made electric vehicles a priority and would
27 like to partner with state and local governments to make EV charging stations available. He added
28 that the VW settlement just happened to occur at the same time and would like to take advantage
29 of the available funds to provide a service to residents and visitors to Kannapolis.

30
31 There was additional discussion among Council members regarding charging for fees and applying
32 for the grants.

33
34 Council Member Wilson made the motion to apply for funds, second by Council Member Dixon
35 and approved unanimous vote.

36
37 **Voting Delegates to the North Carolina League of Municipalities (NCLM) Annual Business**
38 **Meeting (Mike Legg, City Manager) (Copy included as Exhibit F)**

39 City Manager Mike Legg stated that the Council needs to appoint voting delegates for the NCLM
40 Annual Business Meeting. Mr. Legg added that Council Members Kincaid, Jackson, and Dixon
41 will be attending the meeting. Council Member Kincaid nominated Council Member Jackson to
42 serve as primary delegate and Council Member Dixon to serve as alternate delegate; second by
43 Council Member Berry and approved by unanimous vote.

44
45 **Resolution adopting a revised 2022 City Council Meeting Schedule (Mike Legg, City**
46 **Manager) (Copy included as Exhibit G)**

47 Mr. Legg directed the Council's attention to a Resolution that will revise their current meeting
48 schedule to include a 4:30-6:00 PM work session and change the regular meeting time from 6:00

1 PM to 6:30 PM. He added that the 4:30 meeting will mostly likely include Closed Session business
2 while the 6:30 PM meeting will include normal Business.

3
4 Council Member Dixon expressed concern regarding conflicts and asked if conducting meetings
5 via zoom is a viable option. Mayor Pro tem Dayvault asked if a hybrid meeting would be feasible.
6 City Attorney Wally Safrit cautioned that zoom meetings are only permitted during a declaration
7 of emergency but that they could have a "call-in" option. Mayor Hinnant added that during a
8 member "call-in" Council would have to vote to allow the member that has called in to vote.
9 Attorney Safrit agreed.

10
11 Motion by Council Member Wilson to adopt the Resolution revising the 2022 Council Meeting
12 Schedule, second by Mayor Pro tem Dayvault and approved by unanimous vote.

13
14 **Federal Advocacy Services Agreement with Strategics Consulting, LLC (Mike Legg, City**
15 **Manager) (Copy included as Exhibit H)**

16 Mr. Legg stated that the City's relationship with federal and state government has changed within
17 last 6 months in that there are funds earmarked at the federal level and that they are able to move
18 funds to local governments. He added that congressional representation in Washington has
19 changed, and that Kannapolis will now have two (2) representatives: one (1) from the 12th District
20 which includes the Charlotte metro area, and one (1) from the 8th District which includes the
21 Rowan county portion of the City. Mr. Legg recommended approval of a services agreement with
22 Leslie Mozingo and provided a brief background on Ms. Mozingo as well as the services she would
23 provide to the City.

24
25 Mayor Hinnant agreed that Ms. Mozingo would be an asset to the City of Kannapolis.

26
27 Motion to approve made by Council Member Kincaid, second by Council Member Jackson and
28 approved by unanimous vote.

29
30 **Budget Amendment #22-25 to fund the Federal Advocacy Agreement (Mike Legg, City**
31 **Manager) (Copy included as Exhibit I)**

32 Mr. Legg requested approval to utilize funds in the contingency budget to fund the services
33 agreement with Ms. Mozingo.

34
35 Motion to approve by Council Member Dixon, second by Council Member Berry and approved
36 by unanimous vote.

37
38 **CITY MANAGER REPORT**

39 No report

40
41 **CITY COUNCIL COMMENTS:**

42 No comments

43
44 **CLOSED SESSION:**

45 Mayor Pro tem Dayvault made motion to go into Closed Session pursuant to G.S. 143-318.11 (a)
46 (3) to consult with an attorney in order to preserve the attorney client privilege; G.S. 143.318.11
47 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the
48 area. Second by Council Member Berry and approved by unanimous vote.

1 Council went into closed session at 7:38 PM

2
3 Council Member Wilson made a motion to come out of closed session, second by Mayor Pro tem
4 Dayvault and approved by unanimous vote.

5
6 There being no further business, Council Member Berry made a motion to adjourn, second by
7 Council Member Dixon and approved by unanimous vote.

8
9 The meeting adjourned at 9:15 PM on Monday April 11, 2022.

10
11
12
13
14 _____
15 Milton D. Hinnant, Mayor

16
17 _____
Pam Scaggs, Acting City Clerk



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE April 11, 2022 Closed Session Minutes

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE April 25, 2022 Regular Meeting Minutes

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

04-25-2022.pdf

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
April 25, 2022**

A regular meeting of the City Council of the City of Kannapolis was held on Monday, April 25, 2022, at 6:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

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

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant City Manager: Eric Davis

Assistant City Manager: Wilmer Melton

Staff Present:	Richard Smith	Irene Sacks
	Kristin Jones	Terry Spry
	Tina Cline	Annette Privette Keller
	Michael Dodge	Terry Spry
	Sherry Gordon	

Others Present:	Bobby Doty	Shelly Stein
	Dave Gillon	Sophia Wilkinson
	Joe Hatley	

CALL TO ORDER AND WELCOME:

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

Council Member Jackson made a motion to approve the Agenda. Seconded by Council Member Dixon and approved by unanimous vote.

CONSENT AGENDA:

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

2022 Audit Contract (Africa Otis, Finance Director) (Copy included as Exhibit A)
Justice Assistance Grant (JAG) (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit B)

BUSINESS AGENDA:

Presentation of the Imagine Kannapolis Strategic Plan Situation Report (Mike Legg, City Manager and Imagine Kannapolis Staff Team) (Copy included as Exhibit C)

City Manager Mike Legg led City Council through a PowerPoint on the City's Situation Report/Imagine Kannapolis. Mr. Legg explained that the City Council approved the Wastewater Allocation Policy on December 13, 2021. Subsequent amendments to the policy recognized the need to include provisions for smaller infill development projects as well as affordable housing projects. These amendments were adopted to ensure that very small projects have an opportunity to develop in our City during this limited time of limited wastewater capacity. As a result, a call for projects was issued for these residential infill projects, commercial infill projects and affordable housing projects.

We received nine responses to the residential infill project request, one commercial infill project, and three affordable housing projects. Staff and developers rated the commercial and residential infill projects based on the scoring matrix included as part of the policy. Ten projects were scored and met the requirements for receiving wastewater allocation.

Per the policy, no action is required of City Council for the infill projects that will receive the already approved allocation. Nevertheless, staff wanted to provide an overview to Council of the first small infill projects submitted.

Further, the Community Improvement Commission rated the three affordable housing projects and recommended approval of Coldwater Ridge II for allocation. Per the policy, City Council must approve the allocation for affordable housing projects.

Mayor Hinnant asked how many focus groups do you think there might be? He added that he would love to see how many people might be interested in participating in these focus groups.

Mr. Legg responded that once the Guiding Principles Exercise is completed, it should dictate the number and type of focus groups needed. Staff should be able to make a recommendation on the number/types of focus groups in July.

There was some general conversation about the calendar/schedule of the Imagine Kannapolis timeframe. Mayor Hinnant expressed concerns regarding the proposed 90-day window as it may be too short for some of these issues to properly be discussed and vetted.

Mayor Pro tem Dayvault expressed his concerns about addressing more immediate needs related to salaries and staffing levels during the budget process. Mr. Legg replied that we have a plan to address hard-to-fill vacancies in the interim, and a full citywide salary study during the next fiscal year.

1 **CITY MANAGER REPORT:** None

2
3 **CITY COUNCIL COMMENTS:** None

4
5 **SPEAKERS FROM THE FLOOR:**

6 Grant Rader (1050 Betty Street) – Asked if the Imagine Kannapolis presentation would be
7 available for the public. Mr. Legg replied said the presentation would be available on the City’s
8 website.

9
10 There being no further business, Mayor Pro tem Dayvault made a motion to adjourn. Motion was
11 seconded by Council Member Wilson and approved by unanimous vote.

12
13 The meeting adjourned at 7:19 PM on Monday, April 25, 2022.

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18

Milton D. Hinnant, Mayor

19
20

Bridgette Bell, MMC, NCCMC
21 City Clerk



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE April 25, 2022 Closed Session Minutes

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE May 09, 2022 Regular Meeting Minutes

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

05-09-2022.pdf

**CITY OF KANNAPOLIS
CITY COUNCIL MEETING
May 09, 2022**

A regular meeting of the City Council of the City of Kannapolis was held on Monday, May 09, 2022, at 6:30 PM at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

CITY COUNCIL MEMBERS PRESENT:

Mayor: Milton D. Hinnant

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

Council Members Absent: Jeanne Dixon

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

Assistant City Manager: Eric Davis

Assistant City Manager: Wilmer Melton

Staff Present:	Richard Smith	Irene Sacks
	Kristin Jones	Terry Spry
	Kirk Beard	Annette Privette Keller
	David Jordon	Tony Eury
	Greg Summit	Leo Pope
	Ashley Ripdon	Michael Dodge
	Maria Bostian	Tracy Winecoff
	Chris Barbee	Kirk Beard
	Alex Anderson	Shane Pethel

Others Present: Diane Ship

CALL TO ORDER AND WELCOME:

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

Council Member Kincaid made a motion to approve the Agenda. Seconded by Council Member Jackson and approved by unanimous vote.

1 **PROCLAMATIONS:**

2 Mayor Hinnant presented a Proclamation to Bridgette Bell, City Clerk on behalf of Professional
3 Municipal Clerks Week and congratulate her on 34 years of service with the City.

4
5 Mayor Hinnant proclaimed May as Mental Health Awareness Month and presented a Proclamation
6 to Chief Spry on behalf of National Police Week.

7
8 **RECOGNITIONS:**

9 Fire Chief Tracy Winecoff recognized the promotion of Senior Firefighter Wesley Rigdon to the
10 Rank of Engineer. Wesley has been with the Kannapolis Fire Department since 2017 and has been
11 a valued team member for our department. Wesley will be assigned to A Shift and will be driving
12 Engine 31. Wesley is being pinned tonight by his wife Ashley and joined by their son Winston.

13
14 **CONSENT AGENDA:**

15 Council Member Wilson made a motion to approve the Consent Agenda. Motion was seconded
16 by Council Member Kincaid and approved by unanimous vote.

- 17
18 1. March 28, 2022, Meeting Minutes
19 2. March 28, 2022, Closed Session Minutes
20 3. Budget Amendment #22-26 for Water Treatment Plant Materials (Kristin Jones, Assistant
21 to the City Manager) (Copy included as Exhibit A)
22 4. Budget Amendment #22-28 Administrative Amendment to Fire Station #1 and #4
23 Remodel (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit B)
24 5. Budget Amendment #22-27 Retainage Payment to close out Stadium Project (Kristin
25 Jones, Assistant to the City Manager) (Copy included as Exhibit C)
26

27 **BUSINESS AGENDA:**

28 **City Activity Update (Mike Legg, City Manager) (Copy included as Exhibit D)**

29 City Manager Legg presented a Power Point presentation on the following projects:

30
31 Image Kannapolis – Guiding Principles (May 13-30)
32 Adopt Guiding Principles & Mission Statement (June 13)
33 Future Vision, Focus Areas with Expected Outcomes and Resource
34 Assessment (June 27)
35 Appointment of Focus Group (July 25)
36 Strategies – (October 24)
37

38 **Downtown**

39 First Downtown Partners Meeting planned later this month
40 Vida Parking deck gates ordered installment this summer
41 Rethinking outdoor/dining/private use Ordinance
42 Bollard purchase and installation this summer
43 Additional Downtown Lighting this summer
44 Security Cameras installed this summer
45

Closing on Block 1 – Main Street was in late April
Marketplace continues to build-out. Breakfast restaurant, Irish Pub and
Children’s consignment store coming
Closing on Swanee Theatre this month. Opening planned for fall 2022
Block 3 (200 Main – 78 apartments) and Block 4 (Stadium Lofts – 42 apartments,
Town City Tavern, Cannon Ballers’ store/offices) completed in 2023.

Economic Development

Lakeshore Corporate Park – Closing May 25. Demolition of the old stadium soon
to follow. Steel and roofing materials ordered for first building
Kannapolis Crossing/Overlook 895 – Utilities extension completed. Grading to
Begin this summer
Metro 63 building (Brantley property) more than 50% completed.

Public Safety

Cabarrus County Police and Fire Training Center. Preliminary planning underway
This summer
Fire Station #1 and Fire Station #4 remodeling underway this summer
Federal Earmark – Fire Training Tower/Storage Facility
Western Cabarrus Transmission Tower
Mooresville Road Water Tank site. Fall 2022 construction?

Kannapolis Development Ordinance Rewrite

Kannapolis Development Ordinance (May 23 presentation) June 13 public hearing
Cannon Boulevard Corridor Plan – (June 27)
Wastewater Allocation Development Agreement (May-July)
American Planning Association Excellence in Economic Award – Downtown
Revitalization

Parks and Recreation

New Village Park Playground equipment installed in April
Village Park Train operational again
Irish Buffalo Creek Greenway – Rogers Lake Road parking lot under construction
Gem Theatre Acquisition and Operational Agreements: May 23 effective July 1,
2022
Gem Theatre Renovations – July 25 (project scope meeting at the Theatre)

There was general discussion.

CITY MANAGER REPORT: None

CITY COUNCIL COMMENTS:

Mayor Pro tem Dayvault witnessed a tractor trailer trying to take the round-a-bout on West
Avenue. He felt that common sense should tell you that you can’t make those turns. He has noticed

1 damage to the sprinkler system and to the bushes and flowers. It is about time to start writing
2 tickets, he said.

3
4 Mayor Pro tem Dayvault stated he was not sure when the Waste Management contract expires but
5 felt a need to look at their contract citing excessive issues with drivers.

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

9
10 The meeting adjourned at 7:19 PM on Monday, May 09, 2022.

11
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15 Milton D. Hinnant, Mayor

16
17 Bridgette Bell, MMC, NCCMC
18 City Clerk



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE May 09, 2022 Closed Session Minutes

A. Action Requested by City Council

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Walter M. Safrit, City Attorney
TITLE Amendments to the Kannapolis Code of
Ordinances to Comply with Recent Statutes (Part
XIII of Session Law 2021-138)

A. Action Requested by City Council

Motion to approve a Resolution adopting an Ordinance Amending the Kannapolis Code of Ordinances to Comply with Recent Statutes (Part XIII of Session Law 2021-138)

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

For some time, under North Carolina law, violations of city and county ordinances have been treated as misdemeanors or infractions unless the ordinance explicitly said that they were not. Starting in 2018, the General Assembly embarked on a project to decriminalize local government ordinances. The law at the time GS 160A-175) held that unless the city provided otherwise, a violation of an ordinance was a misdemeanor or infraction as provided by G.S. 14-4. So, by default, if city didn't take action otherwise, ordinances were enforced criminally. The result for some units, is that the majority of ordinances were criminally enforced. In the last session, the legislature removed the default criminal penalty, and modified local governments' authority to enforce ordinances criminally.

The changes were part of an omnibus law focusing on law enforcement and policing issues. This part is at [Part XIII] of the law. The first part of the provision is a rewrite of the authority under GS 160A-175 regarding ordinance enforcement. These parallel sections now read:

"... violation of a [county/city] ordinance may be a misdemeanor or infraction as provided by G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. No ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced."

To implement these changes, cities are required to review each ordinance and make any changes, specifically those that they want to continue as enforced criminally. These changes must be specified and modified in each ordinance, and these amendments must be done by ordinance.

No new misdemeanors have been created by the proposed ordinance. It is merely a clarification to comply with the new law.

Amendments to the Kannapolis Code of Ordinances is required to comply with S. L. 2021-138. Two readings are required. The First Reading by City Council was held on January 24, 2022 with a motion to continue to February 14, 2022. However, in error, the Second Reading by City Council was inadvertently left off the February 14, 2022 Agenda for Council's consideration. Therefore City Council is being asked to approve a Resolution adopting an Ordinance amending the Kannapolis Code of Ordinances.

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

Amendments to the Kannapolis Code of Ordinances is required to comply with S.L. 2021-138.

G. Alternative Courses of Action and Recommendation
--

1. **Motion to approve a Resolution adopting an Ordinance Amending the Kannapolis Code of Ordinances to Comply with Recent Statutes (Part XIII of Session Law 2021-138) (Recommended)**
2. Do not approve the Resolution.
3. Defer action to a future meeting.

ATTACHMENTS:

File Name

- ☐ Resolution_Adopting_Ordinance_for_SL2021-138.pdf
- ☐ Ordinance_SL2021-138.pdf
- ☐ Portion_of_New_Law_Attachment_to_Staff_Report.pdf

CITY OF KANNAPOLIS

**RESOLUTION
ADOPTING ORDINANCE RELATING TO
AMENDMENTS IN COMPLIANCE WITH
NORTH CAROLINA SESSION LAW 2021-138 OF THE
KANNAPOLIS UNIFIED DEVELOPMENT ORDINANCE (UDO)**

WHEREAS, pursuant to NC Session Law 2021-138 the following actions amending various provisions of the Kannapolis Unified Development Ordinance (UDO) have been presented for adoption by the Kannapolis City Council; and

WHEREAS, the City finds that the Ordinance is consistent with the North Carolina Session Law 2021-138 and in the best interest of the City; and

WHEREAS, the Ordinance was presented to Council for a First Reading on January 24, 2022, and continued to May 23, 2022, for the Second Reading.

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

1. The City Council hereby adopts the Ordinance attached hereto amending various provisions of the Kannapolis City Code in compliance with North Carolina Session Law 2021-138.
2. This Ordinance is effective upon adoption.

Adopted this 23rd day of May, 2022.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk

ORDINANCE
KANNAPOLIS CITY COUNCIL

BE IT ORDAINED by the City Council of the City of Kannapolis that the following Sections of the Kannapolis Unified Development Ordinance are hereby amended as follows:

1. Section 9.5.2 “Remedies and Penalties” is hereby amended to provide as follows:

“The remedies and penalties provided for violations of this Ordinance shall be cumulative and in addition to any other remedy provided by law and may be exercised in any order.”
2. Section 9.5.2 C. “Criminal Penalties” is deleted.
- 3.. This Ordinance shall take effect upon adoption.

Adopted this the 23rd day of May, 2022.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

detention; (ii) best practices for handling incidents involving juveniles; (iii) adolescent development and psychology; and (iv) promoting relationship building with youth as a key to delinquency prevention.

- c. Ethics.
- d. Mental health for justice officers.
- e. Community policing.
- f. Minority sensitivity.
- g. Use of force.
- h. The duty to intervene and report.

...."

SECTION 11.(c) This section becomes effective January 1, 2022.

PART XII. EXEMPT CHANGES TO LAW ENFORCEMENT IN-SERVICE TRAINING STANDARDS FROM RULEMAKING

SECTION 12.(a) G.S. 150B-1(d) reads as rewritten:

"(d) Exemptions from Rule Making. – Article 2A of this Chapter does not apply to the following:

...

- (6a) The Criminal Justice Education and Training Standards Commission with respect to establishing minimum standards for in-service training for criminal justice officers under G.S. 17C-6(a)(14).
- (6b) The Sheriffs' Education and Training Standards Commission with respect to establishing minimum standards for in-service training for justice officers under G.S. 17E-4(a)(11).

...."

SECTION 12.(b) This section is effective when it becomes law.

PART XIII. DECRIMINALIZATION OF CERTAIN ORDINANCES

SECTION 13.(a) G.S. 153A-123 reads as rewritten:

"§ 153A-123. **Enforcement of ordinances.**

...
(b) ~~Unless the board of commissioners has provided otherwise,~~ Except for the types of ordinances listed in subsection (b1) of this section, violation of a county ordinance is may be a misdemeanor or infraction as provided by G.S. 14-4. G.S. 14-4 only if the county specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 153A-45, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 18 of this Chapter, Planning and Regulation of Development or, its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 153A-134, Regulating and licensing businesses, trades, etc.
- (3) Any ordinance adopted pursuant to G.S. 153A-138, Registration of mobile homes, house trailers, etc.
- (4) Any ordinance adopted pursuant to G.S. 153A-140.1, Stream-clearing programs.
- (5) Any ordinance adopted pursuant to G.S. 153A-143, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.

- (6) Any ordinance adopted pursuant to G.S. 153A-144, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- (7) Any ordinance adopted pursuant to G.S. 153A-145, Limitations on regulating cisterns and rain barrels.
- (8) Any ordinance regulating trees.

...."

SECTION 13.(b) G.S. 160A-175 reads as rewritten:

"§ 160A-175. Enforcement of ordinances.

...

(b) ~~Unless the Council shall otherwise provide, Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance is may be a misdemeanor or infraction as provided by G.S. 14-4. G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.~~

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.
- (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.
- (4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.
- (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.
- (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.
- (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.
- (10) Any ordinance regulating trees.

...."

SECTION 13.(c) G.S. 14-4 reads as rewritten:

"§ 14-4. Violation of local ordinances misdemeanor.

(a) ~~Except as provided in subsection (b), (b) or (c) of this section,~~ if any person shall violate an ordinance of a county, city, town, or metropolitan sewerage district created under Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).

(b) If any person shall violate an ordinance of a county, city, or town regulating the operation or parking of vehicles, he shall be responsible for an infraction and shall be required to pay a penalty of not more than fifty dollars (\$50.00).

(c) A person may not be found responsible or guilty of a local ordinance violation punishable pursuant to subsection (a) of this section if, when tried for that violation, the person produces proof of compliance with the local ordinance through any of the following:

- (1) No new alleged violations of the local ordinance within 30 days from the date of the initial alleged violation.

- (2) The person provides proof of a good-faith effort to seek assistance to address any underlying factors related to unemployment, homelessness, mental health, or substance abuse that might relate to the person's ability to comply with the local ordinance."

SECTION 13.(d) This section becomes effective December 1, 2021, and applies to offenses and violations committed on or after that date.

PART XIV. REQUIRE MANDATORY FIRST APPEARANCE FOR MISDEMEANORS WHEN DEFENDANT IS IN CUSTODY AND REQUIRE FIRST APPEARANCE FOR ALL CHARGES WHEN DEFENDANT IS IN CUSTODY TO BE HELD WITHIN SEVENTY-TWO HOURS

SECTION 14.(a) G.S. 15A-601 reads as rewritten:

"§ 15A-601. First appearance before a district court judge; ~~right in felony and other cases in original jurisdiction of superior court; consolidation of first appearance before magistrate and before district court judge; first appearance before clerk of superior court; use of two-way audio and video transmission.~~

(a) Any defendant charged in a magistrate's order under G.S. 15A-511 or criminal process under Article 17 of this Chapter, Criminal Process, with a crime in the original jurisdiction of the superior court must be brought before a district court judge in the district court district as defined in G.S. 7A-133 in which the crime is charged to have been committed. This first appearance before a district court judge is not a critical stage of the proceedings against the defendant.

Any defendant charged in a magistrate's order under G.S. 15A-511 or criminal process under Article 17 of this Chapter, Criminal Process, with a misdemeanor offense and held in custody must be brought before a district court judge in the district court district as defined in G.S. 7A-133 in which the crime is charged to have been committed. This first appearance before a district court judge is not a critical stage of the proceedings against the defendant.

...

(b) When a district court judge conducts an initial appearance as provided in G.S. 15A-511, ~~he the judge~~ may consolidate those proceedings and the proceedings under this Article.

(c) Unless the defendant is released pursuant to Article 26 of this Chapter, Bail, first appearance before a district court judge must be held within ~~96-72~~ hours after the defendant is taken into custody or at the first regular session of the district court in the county, whichever occurs first. If the defendant is not taken into custody, or is released pursuant to Article 26 of this Chapter, Bail, within ~~96-72~~ hours after being taken into custody, first appearance must be held at the next session of district court held in the county. This subsection does not apply to a defendant whose first appearance before a district court judge has been set in a criminal summons pursuant to G.S. 15A-303(d).

...

(e) The clerk of the superior court in the county in which the defendant is taken into custody may conduct a first appearance as provided in this Article if a district court judge is not available in the county within ~~96-72~~ hours after the defendant is taken into custody. A magistrate may conduct the first appearance if the clerk is not available. ~~The clerk, clerk or magistrate, in conducting a first appearance, shall proceed under this Article as would a district court judge."~~

SECTION 14.(b) This section becomes effective December 1, 2021, and applies to criminal processes served on or after that date.

PART XV. REQUIRE USE OF THE NATIONAL DECERTIFICATION INDEX MAINTAINED BY THE INTERNATIONAL ASSOCIATION OF DIRECTORS OF LAW



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Africa Otis, Finance Director
TITLE Ordinance to Establish a Grant Project Budget for
American Rescue Plan Act (ARP) Funds

A. Action Requested by City Council

Motion to adopt an Ordinance to establish a budget for American Rescue Plan Act (ARP) Funds; to record reimbursement expenditures incurred between March 3, 2021 - March 31, 2022

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The federal American Rescue Plan Act of 2021 (ARP) established Coronavirus State and Local Fiscal Recovery Funds ("FRF"), which will be distributed to state and local governments for the purpose of responding to negative economic impacts stemming from COVID-19. The City of Kannapolis has been awarded \$9,352,893 in ARP funds.

In January 2022 the US Treasury published its Final Rule on how ARP funds could be expended. More specifically key changes and clarifications included guidance for replacing lost public sector revenue.

The final rule offered a standard allowance for revenue loss of up to \$10 million. Electing the Revenue Replacement Standard Allowance authorized recipients to use up to \$10 million of there allocation for any government services, with streamlined reporting requirements.

Additionally jurisdictions were able to look at qualifying expenditures incurred as of March 3, 2021. From the period March 3, 2021 - March 31, 2022 the City expended in excess of \$9.5 million in salaries for Public Safety employees, and has elected to reimburse itself for those expenditures.

D. Fiscal Considerations

By electing the Revenue Replacement Standard Allowance the City now has it's full \$9,352,893 allocation to appropriate for almost any government service.

Proposed expenditures no longer have to relate specifically to COVID and are only prohibited in the following instances:

- Pension fund contributions
- Borrowing money
- Financial reserves/ rainy day fund
- For settlement/ judgement/ consent decree
- Undermines or discourages CDC guidelines
- Violates conflict of interest provisions
- Violates state law or other federal laws and regulations including applicable Uniform Guidance
- Anything not authorized by State law

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation
--

1. **Motion to approve the adoption of the American Rescue Plan Act (ARP) Grant Project Ordinance. (Recommended)**
2. Do not approve the adoption of the American Rescue Plan Act (ARP) Grant Project Ordinance.
3. Defer action to a future meeting.

ATTACHMENTS:

File Name

📎 Resolution_Grant_Project_Ordinance.doc

**CITY OF KANNAPOLIS, NORTH CAROLINA
AMERICAN RESCUE PLAN ACT 2021
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
GRANT PROJECT ORDINANCE**

BE IT ORDAINED by the Governing Board of the City of Kannapolis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The City of Kannapolis has received the first tranche in the amount of \$4,676,447.00 of CSLFRF funds. The total allocation is \$9,352,893, with the remainder to be distributed to the City within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The City has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Law Enforcement Services for period of March 3, 2021 through March 31, 2022	6.1	Salaries	\$6,070,952.70
002	Fire Protection Services for period of March 3, 2021 through March 31, 2022.	6.1	Salaries	3,281,940.30
	TOTAL			\$9,352,839.00

**CITY OF KANNAPOLIS, NORTH CAROLINA
AMERICAN RESCUE PLAN ACT 2021
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
GRANT PROJECT ORDINANCE**

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds:	\$9,352,839
TOTAL:	\$9,352,839

Section 5. The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the City's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to City Council.

Section 8: This grant project ordinance is effective as of March 3, 2021, and expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the City, whichever occurs sooner.

THIS ORDINANCE ADOPTED THIS __ DAY OF MAY 2022.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Alex Anderson, Director of Water Resources
TITLE Amendment to the Kannapolis Crossing Project Ordinance

A. Action Requested by City Council

1. Motion to amend the Capital Project Ordinance for Kannapolis Crossing in the amount of \$749,198.
2. Motion to authorize the City Manager to execute contract 3 change order 1.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The Kannapolis Crossing Elevated Storage Tank (Contract 3) was originally bid on March 31, 2021 and the Notice of Award was issued on May 27, 2021 to Phoenix Fabricators of Avon, Indiana. Shortly after issuing the Notice of Award, we were informed that future site development activities would occur where the proposed elevated storage tank was originally proposed to be constructed.

Upon determining that the location of the original elevated tank location could not be utilized, LKC and the City of Kannapolis began the process of identifying a new location for the elevated storage tank. The new location for the elevated tank is located adjacent to Old Beatty Ford Road and the proposed "Spine Road" into the Kannapolis Crossing Development. Due to the high visibility of the new tank location, the design team felt it was best to add the following items to the new tank location site plan: aluminum fence with brick columns, asphalt paving in lieu of gravel, additional gravel around tank site, and additional fine grading and restoration due to increased scope in site grading and layout.

The additional cost associated to moving the elevated storage tank site will be split between the City of Kannapolis and the Site Developer.

The following table is a summary of all the costs incurred due to relocation of the elevated storage tank and breakdown of cost by party.

CITY OF KANNAPOLIS

Additional Civil Site Improvements \$293,845.29

SITE DEVELOPER

Elevated Tank Construction Costs \$411,852.71

Additional Engineering Fees & GeoTech \$43,500.00

Contract 1 - Change Order #2 - Additional Waterline \$85,368.00

Total: \$540,720.71

D. Fiscal Considerations

The original project ordinance was approved in the amount \$10,400,000 and with the requested amendment of \$749,198 to cover the additional cost for relocation of the tank amends the overall project ordinance to \$11,149,198. Hudson Capital will be reimbursing the City \$540,720.71 toward this change order and City's portion would be \$293,845.29 that would be paid from a combination of the project contingency and the remaining portion from Water Sewer Fund Balance.

E. Policy Issues

Council approval is required to amend the Capital Project Ordinance.

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

1. **Approve of the amendment to the Capital Project Ordinance for the Kannapolis Crossing Project. (Recommended)**
2. Authorize the City Manager to execute contract 3 change order 1. (Recommended)
3. Take no action.
4. Table item to a future meeting.

ATTACHMENTS:

File Name

- ❑ Contract_3_-_Change_Order_#1_-_Elevated_Storage_Tank_-_Justification_Letter.pdf
- ❑ Cap_Proj_Ord-Reimburse_Res_-Utility_Contracts_Kann_Cross_5-24-2021.pdf
- ❑ Kannapolis_Crossing_Budget_Amendment.pdf



Engineering
Landscape Architecture
Surveying

May 13, 2022

Mr. Alex Anderson
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Change Order #1 Justification Letter
Kannapolis Crossing – Elevated Storage Tank

Alex,

The Kannapolis Crossing Elevated Storage Tank was originally bid on March 31, 2021 and the Notice of Award was issued on May 27, 2021 to Phoenix Fabricators of Avon, Indiana. Shortly after issuing the Notice of Award, we were informed that future site development activities would occur where the proposed elevated storage tank was originally proposed to be constructed.

Upon determining that the location of the original elevated tank location could not be utilized, LKC and Kannapolis began the process of identifying a new location for the elevated storage tank. The new location for the elevated tank is located adjacent to Old Beatty Ford Road and the proposed "Spine Road" into the Kannapolis Crossing Development. Due to the high visibility of the new tank location, the design team felt it was best to add the following items to the new tank location site plan: aluminum fence with brick columns, asphalt paving in lieu of gravel, additional gravel around tank site, and additional fine grading and restoration due to increased scope in site grading and layout.

In our opinion, the City of Kannapolis is responsible for paying for items that were in addition to the original project scope. Breakdowns for the City of Kannapolis' responsibility and the site development team are included in the following pages. Please do not hesitate to contact me if you have questions, or if you need additional information.

Sincerely,

LKC Engineering, PLLC

John R. McIntyre, P.E

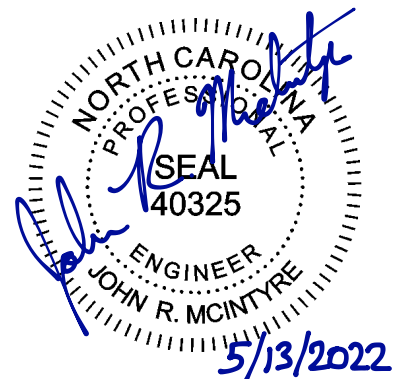
PREPARED BY:



LKC ENGINEERING, PLLC
ATTN: JOHN R. MCINTYRE, P.E.
140 AQUA SHED COURT
ABERDEEN, NC 28315
(910) 420-1437
LICENSE # P-1095
EMAIL: ROB@LKCENGINEERING.COM

CLIENT INFORMATION:

CITY OF KANNAPOLIS
ATTN: ALEX ANDERSON
401 LAUREATE WAY
KANNAPOLIS, NC 28081
PHONE: (704) 920-4200
EMAIL: AANDERSON@KANNAPOLISNC.GOV



JOHN R. MCINTYRE, P.E.

Kannapolis Crossing – New Elevated Tank Location
Additional Cost Breakdown

City of Kannapolis:

<u>CIVIL SITE BREAKDOWN - KANNAPOLIS RESPONSIBILITY</u>	
Fence	\$62,000.00
Fine Grade Site, Seeding, Site Restoration	\$25,000.00
6" ABC Gravel Area	\$18,750.00
8" ABC Under Asphalt	\$50,265.00
Asphalt 1350 SY	\$61,175.00
A.C. Shultes Overhead & Profit (15%)	\$32,578.50
Phoenix CO Overhead & Profit (15%)	\$44,076.79
Total	\$293,845.29

Site Developer:

<u>KANNAPOLIS CROSSING - ELEVATED TANK -CHANGE ORDER DEVELOPER BREAKDOWN</u>	
<u>Phoenix Fabricators - Tank Erection - Cost Increases</u>	
Anchor Bolts / Piping	\$712.00
Steel Plate	\$61,397.00
Shop Overhead / Burden	-\$1,600.00
Shop Worker's Comp	\$160.00
Crane	\$8,000.00
Erection Overhead / Burden	\$5,400.00
Erection Worker's Comp	\$945.00
Paint Overhead / Burden	\$2,920.00
Paint Worker's Comp	\$438.00
Transportation	\$11.00
Taxes	\$6,458.00
Bonds	\$26,545.00
Phoenix Fabricators Total:	\$111,386.00
<u>Smart Electric - Electrical Subcontractor - Cost Increases</u>	
Wiring	\$10,258.00
Conduit	\$14,679.00
Generator	\$3,800.00
Labor	\$8,875.00
Fuel	\$2,480.00
Fixture Package	\$4,485.00
Fuel Line Subcontract	\$2,650.00
Traveling Expense	\$750.00
Smart Electric Total:	\$47,977.00
<u>A.C. Shultes - Civil / Site Subcontractor - Cost Increases</u>	
Labor - 1500 hr @ 100/hr	\$36,000.00
Per Diem & Hotels	\$5,000.00
Bonds / Insurance	\$11,952.00
Equipment and Hauling	\$15,000.00
Vaults	\$2,000.00
Pipe, Valves, & Fittings	\$63,384.00
Civil Material (rip rap, stone, etc.)	\$5,000.00
Misc Materials	\$5,000.00
Survey	\$5,000.00
Testing	\$2,500.00
Foundation Excavation, Concrete, Rebar	\$15,000.00
A.C. Shultes Overhead & Profit (15%)	\$24,875.40
A.C. Shultes Total:	\$190,711.40
Elevated Tank Erection, Electrical, Civil / Site Total:	\$350,074.40
Phoenix Fabricators Overhead and Profit (15%):	\$61,778.31
Total Developer Change Order Cost:	\$411,852.71

In addition to the increases in the cost of construction due to the delay in starting construction, there were also additional engineering, permitting, and Geotech bores that occurred due to the new tank location. Those items are summarized in the table below.

<u>ADDITIONAL ENGINEERING FEES</u>	
Revised Waterline drawings, new PWS Permit, and Change Order Negotiation	\$6,000.00
Elevated tank site re-design, new PWS Permit, new FAA Permit change order negotiation, and general Coordination	\$28,000.00
New Geotech Bores, Geotech Report from ECS	\$9,500.00
Total Additional Engineering Cost:	\$43,500.00

Lastly, the 12” waterline increased by 622’ to reach the elevated tank location. The additional waterline and associated appurtenances resulted in an increase of **\$85,368.00**. This increase is reflected in the attached Contract 1 – Change Order #2.

The following table is a summary of all the costs incurred due to relocation of the elevated storage tank.

<u>BREAKDOWN OF COST BY PARTY</u>	
<u>CITY OF KANNAPOLIS</u>	
Additional Civil Site Improvements	\$293,845.29
<u>SITE DEVELOPER</u>	
Elevated Tank Construction Costs	\$411,852.71
Additional Engineering Fees & GeoTech	\$43,500.00
Contract 1 - Change Order #2 - Additional Waterline	\$85,368.00
Total:	\$540,720.71

CHANGE ORDER NO. 1

Date of Issuance: Date of Last Signature	Effective Date: Date of Last Signature
Owner: City of Kannapolis	Owner's Contract No.:
Contractor: Phoenix Fabricators, Inc.	Contractor's Project No.:
Engineer: LKC Engineering, PLLC	Engineer's Project No.: Kann-19.01
Project: Kannapolis Crossing, Contract 3	Contract Name:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change Order #1 includes additional costs associated with a new tank location. Costs have increased for both the electrical materials and the civil/site package. In addition, the cost of steel has increased for the tank due to the span of time since the project was bid over a year ago.

Attachments: Attached is a detailed breakdown from the Contractor.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$1,894,000.00	Original Contract Times: Substantial completion (days): 300 days Ready for final payment (days): 360 days
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 : \$0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 : Substantial completion (days): 0 days Ready for final payment (days): 0 days
Contract Price prior to this Change Order: \$1,894,000.00	Contract Times prior to this Change Order: Substantial completion (days): 300 days Ready for final payment (days): 360 days
[Increase] [Decrease] of this Change Order: \$705,698.00	[Increase] [Decrease] of this Change Order: Substantial Completion (days): 0 days Ready for Final Payment (days): 0 days
Contract Price incorporating this Change Order: \$2,599,698.00	Contract Times with all approved Change Orders: Substantial Completion: 300 days Ready for Final Payment: 360 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>John R. McIntyre</i></u>	By: _____	By: <u><i>James Smith</i></u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u><i>Project Manager</i></u>	Title: _____	Title: <u><i>SR-PROJECT MANAGER</i></u>
Date: <u><i>5/13/2022</i></u>	Date: _____	Date: <u><i>5/13/2022</i></u>
Approved by Funding Agency (if applicable):		
By: NOT APPLICABLE	Date: _____	
Title: _____		

CITY OF KANNAPOLIS
KANNAPOLIS CROSSING - CONTRACT 3 - ELEVATED STORAGE TANK
ATTACHMENT TO CHANGE ORDER #1

	Description	Cost	Added Days
CO 1.1	Elevated Tank: Anchor Bolts / Piping, Fabrication, Steel Plate, Fittings and Accessories	\$ 62,109.00	
CO 1.2	Elevated Tank: Shop Coatings, Shop Overhead / Burden, Shop Workers Compensation	\$ (1,440.00)	
CO 1.3	Elevated Tank: Field Erection, Crane, Erection Subsistence, Erection Overhead/Burden, Erection Worker's Compensation	\$ 14,345.00	
CO 1.4	Elevated Tank: Field Paint, Paint Material, Paint Equipment, Paint Subsistence, Paint Overhead / Burden, Paint Worker's Compensation	\$ 3,358.00	
CO 1.5	Elevated Tank: Garage / Yard, Safety, Foundation Transportation, Erection Transportation, Painting Transportation, Freight of Materials to Jobsite	\$ 11.00	
CO 1.6	Foundation / Civil Site Work: Labor, Per Diem, Bonds/Insurance, Equipment & Hauling, Vaults, Pipe, Valves, & Fittings, Civil Material (Riprap, vault stone, Miscellaneous Concrete), Miscellaneous Materials, Survey, Testing, Fence, Fine Grading Site, 6" ABC Gravel Area, 8" ABC Under Asphalt, Asphalt, Foundation Excavation, Concrete, Rebar, Overhead and Profit	\$ 440,480.30	
CO 1.7	Electrical: Wiring, Conduit, Generator, Labor, Fuel, Fixture Package, Fuel Line, Travel Expenses	\$ 47,977.00	
CO 1.8	Taxes	\$ 6,458.00	
CO 1.9	Bonds	\$ 26,545.00	
CO 1.10	15% - Contractor's CO Markup	\$ 105,854.70	
TOTAL:		\$705,698.00	0

Detailed Price Breakdown - Change Order #1 - New Elevated Tank Location					
	Original bid		Updated Cost		Change Order #1 Amount
Anchor Bolts / Piping	\$2,768.00		\$3,480.00		\$712.00
Fabrication (1600 hrs @ \$23/hour)	\$36,800.00		\$36,800.00		\$0.00
Steel Plate	\$219,736.00		\$281,133.00		\$61,397.00
Fittings & Accessories	\$52,918.00		\$52,918.00		\$0.00
Shop Coatings	\$7,973.00		\$7,973.00		\$0.00
Shop Overhead / Burden	\$36,800.00		\$35,200.00		-\$1,600.00
Show Worker's Comp	\$1,600.00		\$1,760.00		\$160.00
Field Erection - 2700 hrs @ \$39/hr	\$105,300.00		\$105,300.00		\$0.00
Crane	\$40,000.00		\$48,000.00		\$8,000.00
Erection Subsistence	\$34,900.00		\$34,900.00		\$0.00
Erection Overhead / Burden	\$51,300.00		\$56,700.00		\$5,400.00
Erection Worker's Comp	\$8,775.00		\$9,720.00		\$945.00
Field Paint - 1460 hrs @ \$29/hr	\$42,340.00		\$42,340.00		\$0.00
Paint Material	\$64,127.00		\$64,127.00		\$0.00
Paint Equipment	\$3,000.00		\$3,000.00		\$0.00
Paint Substence	\$18,900.00		\$18,900.00		\$0.00
Paint Overhead / Burden	\$32,120.00		\$35,040.00		\$2,920.00
Paint Worker's Comp	\$4,380.00		\$4,818.00		\$438.00
Garage / Yard	\$14,400.00		\$14,400.00		\$0.00
Safety	\$8,640.00		\$8,640.00		\$0.00
Foundation Transportation	\$2,778.00		\$2,780.00		\$2.00
Erection Transportation	\$8,334.00		\$8,340.00		\$6.00
Painting Transportation	\$4,167.00		\$4,170.00		\$3.00
Freight of Materials to Jobsite	\$16,669.00		\$16,669.00		\$0.00
Taxes	\$23,458.00		\$29,916.00		\$6,458.00
Bonds	\$28,410.00		\$54,955.00		\$26,545.00
Overhead	\$312,510.00		\$312,510.00		
Profit	\$199,239.00		\$199,239.00		
Foundation / Civil	\$383,658.00		\$824,138.30		\$440,480.30
Electrical	\$128,000.00		\$175,977.00		\$47,977.00
Subtotal	\$1,894,000.00		\$2,493,843.30		\$599,843.30
15% Change Order Markup:			\$105,854.70		\$105,854.70
Total:	\$1,894,000.00		\$2,599,698.00		\$705,698.00

<u>CIVIL SITE BREAKDOWN - ORIGINAL</u>	
Labor - 1250 hr @ 95/hr	\$114,000.00
Per Diem & Hotels	\$10,000.00
Bonds/Insurance	\$7,500.00
Equipment and Hauling	\$10,000.00
Vaults	\$13,000.00
Pipe, Valves, & Fittings	\$51,616.00
Civil Material (rip rap, stone, etc.)	\$15,000.00
Misc Materials	\$5,000.00
Survey	\$5,000.00
Testing	\$7,500.00
Foundation Excavation, Concrete, Rebar	\$95,000.00
Overhead & Profit (15%)	\$50,042.00
Total	\$383,658.00

<u>CIVIL SITE BREAKDOWN - UPDATED</u>		<u>CIVIL CO BREAKDOWN</u>
Labor - 1500 hr @ 100/hr	\$150,000.00	\$36,000.00
Per Diem & Hotels	\$15,000.00	\$5,000.00
Bonds / Insurance	\$19,452.00	\$11,952.00
Equipment and Hauling	\$25,000.00	\$15,000.00
Vaults	\$15,000.00	\$2,000.00
Pipe, Valves, & Fittings	\$115,000.00	\$63,384.00
Civil Material (rip rap, stone, etc.)	\$20,000.00	\$5,000.00
Misc Materials	\$10,000.00	\$5,000.00
Survey	\$10,000.00	\$5,000.00
Testing	\$10,000.00	\$2,500.00
Foundation Excavation, Concrete, Rebar	\$110,000.00	\$15,000.00
Fence	\$62,000.00	
Fine Grade Site, Seeding, Site Restoration	\$25,000.00	
6" ABC Gravel Area	\$18,750.00	
8" ABC Under Asphalt	\$50,265.00	
Asphalt 1350 SY	\$61,175.00	
Overhead & Profit (15%)	\$107,496.30	
Total	\$824,138.30	\$440,480.30

<u>ELECTRICAL BREAKDOWN</u>	
Wiring	\$10,258.00
Conduit	\$14,679.00
Generator	\$3,800.00
Labor	\$8,875.00
Fuel	\$2,480.00
Fixture Package	\$4,485.00
Propane Tank	
Propane Fuel	
Fuel Line Subcontract	\$2,650.00
Traveling Expense	\$750.00
Total Electrical CO Increase:	\$47,977.00
<i>Original Electrical Cost:</i>	<i>\$128,000.00</i>
Total Electrical Cost:	\$175,977.00



March 19, 2022

Mr. Rob McIntyre, P.E.
Project Engineer
LKC Engineering, PLLC
140 Aqua Shed Court
Aberdeen, NC 28315

RE: Elevated Water Storage Tank for the City of Kannapolis – Change Order #1 – Site Relocation

Dear Mr. McIntyre;

Phoenix was notified after the bid was awarded about the relocation of the tank site. PFE has received all pricing from Subcontractor's utilized on this project and have revised the original contract price of \$1,894,000 to \$2,601,580 a difference of \$707,580. Note that material prices are changing constantly, some materials are bi-weekly while others are monthly. Please see attached breakdown highlighting the difference.

The "Change Order" column shows how much the prices have increased since the original time of bid. Keep in mind that PFE did purchase steel at \$0.87/lb previously before material went up further. PFE is showing the difference in price as indicated in attached breakdown in the steel/fabrication line. If PFE had not purchased months ago, the steel price would be higher, which currently is \$1.05/lb. PFE originally bid this project when steel was being purchased at \$0.68/lb.

There are some minor changes related to the work PFE will self-perform. However, we did have a crane increase due to size availability. Also, one line item did decrease by \$1,600.00. We did not increase shop, field erection, or field coating hours or hourly rates.

Thank you for your consideration,

A handwritten signature in blue ink, reading "Jeremy Binkley". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Jeremy Binkley
Senior Project Manager - Phoenix Fabricators & Erectors, LLC.



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
211575	FORTILINE MYRTLE BEACH	6075918	5/17/21	1

CUSTOMER	PROJECT INFORMATION
A.C. SCHULTES OF CAROLINA, INC 354 SAWDUST RD ROCKY POINT, NC 28457	KANNAPOLIS EST REVISED

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****		
10	3	EA	3'X330' SILT FENCE	33.0000	99.00
530	130	EA	5' T-POST NON-DOT	4.0000	520.00
540	1	EA	7" NYLON ZIP TIES (1000)	30.0000	30.00
500	200	FT	12" TJ DIP PR350	60.3900	12,078.00
510	100	FT	6" TJ DIP PR350	29.9100	2,991.00
520	120	FT	8" TJ DIP PR350	39.4000	4,728.00
20	1	EA	12" MJ LONG SLEEVE C153	297.4400	297.44
570	6	EA	12" MJ GV O/L A2362-23 L/ACC	2,933.0000	17,598.00
580	2	EA	12"X6" MJ TEE C153	345.0000	690.00
590	1	EA	5-1/4" VO HYD 3'6" 6MJ O/L A423 L/ACC CHROME YELLOW	3,145.5000	3,145.50
600	2	EA	6" MJ GV O/L A2362-23 L/ACC	848.5000	1,697.00
550	1	EA	12" MJ 22-1/2 C153	283.0000	283.00
560	1	EA	12" MJ 11-1/4 C153	265.0000	265.00
30	3	EA	12" MJ 45 C153	323.0000	969.00
60	3	EA	12" MJ TEE C153	543.0000	1,629.00
70	3	EA	12" MJ 90 C153	391.0000	1,173.00
610	4	EA	12" FLGXPE DIP 7'00" RED PRIMED, CEMENT LINED	1,380.0000	5,520.00
630	2	EA	12" RESTRAINED FLG ADPT F/DIP RFCA-13.20 ROMAC	1,096.0000	2,192.00
650	1	EA	316SS, EPOXY COATED		
660	1	EA	12" FLG CHK VLV L&S A2602-6-02	7,927.0000	7,927.00
680	1	EA	12" FLGXFLG DIP 52-1/4" RED PRIMED, CEMENT LINED	1,256.0000	1,256.00
690	2	EA	MYERS 1HP SUMP PUMP SSM33IPC-1 115V 20' CORD	255.0000	255.00
710	1	EA	12X2 CC 202NS SDL 13.20-14.38	146.0000	292.00
720	2	EA	12X1 IP 202NS SDL 13.20-14.38	136.0000	136.00
730	2	EA	12" MJ BASE 90 C153	2,195.0000	4,390.00
750	2	EA	12" FLGXPE DIP 12'00" RED PRIMED, CEMENT LINED	2,006.0000	4,012.00
760	1	EA	12"X2" TAPT BLIND FLG C110	309.5000	619.00
770	1	EA	12"X3/4" IP 202NS SDL 14.38	136.0000	136.00
780	1	EA	2" THD GV O/L A2360-08 SS W/ EVERDURE STEM	569.5000	569.50
790	200	FT	3/4" YARD HYDRANT 2'0" BURY NO LEAD	62.0000	62.00
800	1	EA	1" SCH80 PVC PIPE BE	2.7700	554.00
850	2	EA	1" SCH80 PVC T/U BALL VLV SXS	12.0000	12.00
		EA	1" SCH80 PVC UNION HXH	3.5000	7.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
211575	KANNAPOLIS EST REVISED	6075918	5/17/21	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
810	1	EA	1" SCH80 PVC T/U BALL CHK VLV	12.0000	12.00
820	5	EA	1" SCH80 PVC 45 HXH	7.2500	36.25
830	5	EA	1" SCH80 PVC 90 HXH	3.5000	17.50
840	2	EA	6" MJ 45 C153	103.0000	206.00
860	1	EA	6" MJ 90 C153	127.0000	127.00
890	1	EA	8" MJ 45 C153	150.0000	150.00
900	1	EA	8" MJ 90 C153	184.0000	184.00
910	1	EA	8" FLGXPE DIP 15'00"	1,596.0000	1,596.00
			RED PRIMED, CEMENT LINED		
870	1	EA	8" FLGXPE DIP 6'00"	748.0000	748.00
			RED PRIMED, CEMENT LINED		
700	1	EA	6" FLGXPE DIP 6'00"	524.0000	524.00
			RED PRIMED, CEMENT LINED		
940	1	EA	6" FLGXFLG DIP 3'00"	455.0000	455.00
			RED PRIMED, CEMENT LINED		
960	1	EA	8" FLGXFLG DIP 3'00"	663.0000	663.00
			RED PRIMED, CEMENT LINED		
990	1	EA	8" FLG 90 C110	361.0000	361.00
1020	1	EA	6" FLG 45 C110	183.7500	183.75
1030	1	EA	8" FLG FLAP VLV PF-25F	1,638.0000	1,638.00
1040	1	EA	6" FLG FLAP VLV PF-25FF	1,210.0000	1,210.00
1050	1	EA	6" FLG 90 C110	207.0000	207.00
1060	1	EA	6" FLG 45 C110	183.7500	183.75
1000	8	EA	461S VB COMP SCREW 18"X24"	80.0000	640.00
1070	4	EA	8" MEGALUG MJ REST DIP 1108	53.0000	212.00
1080	4	EA	8" MJ REG ACC L/GLAND 316SS B&N	72.0000	288.00
1090	14	EA	6" MEGALUG MJ REST DIP 1106	35.0000	490.00
1100	14	EA	6" MJ REG ACC L/GLAND 316SS B&N	62.0000	868.00
1110	45	EA	12" MEGALUG MJ REST DIP 1112	140.1100	6,304.95
1120	45	EA	12" MJ REGULAR ACC LESS GLAND 316SS B&N	101.5000	4,567.50
1130	8	EA	12 FLG ACC KIT FF 1/8"RR 316SS	115.0000	920.00
1140	8	EA	6" FLG ACC KIT FF 1/8"RR 316SS	48.5000	388.00
1150	8	EA	8" FLG ACC KIT FF 1/8"RR 316SS	51.2500	410.00
1160	20	FT	4" SCH80 PVC PIPE BE	17.2000	344.00
				Subtotal:	100,067.14
				Tax:	6,754.53
				Bid Total:	106,821.67

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By RAJ 4/07/22 11:14:06



a MORSCO brand

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
211575	FORTILINE MYRTLE BEACH	6056340	3/22/21	1

CUSTOMER	PROJECT INFORMATION
A.C. SCHULTES OF CAROLINA, INC 354 SAWDUST RD ROCKY POINT, NC 28457	KANNAPOLIS EST

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** DUE TO THE PVC ENVIRONMENT: ALL PVC PIPE WILL BE PRICED AT TIME OF SHIPMENT. *****					
10	200	FT	12" TJ DIP PR350	31.5500	6,310.00
20	3	EA	12" MJ LONG SLEEVE C153	145.0000	435.00
30	3	EA	12" MJ 45 C153	158.0000	474.00
40	6	EA	12" MJ GV O/L A2360-23 L/ACC	1,598.0000	9,588.00
50	2	EA	12"X6" MJ TEE C153	180.0000	360.00
60	3	EA	12" MJ TEE C153	265.0000	795.00
70	5	EA	12" MJ 90 C153	190.5000	952.50
80	80	FT	6" TJ DIP PR350	15.4800	1,238.40
90	2	EA	6" MJ GV O/L A2361-23 L/ACC	543.0000	1,086.00
100	1	EA	5-1/4" VO HYD 3'6" 6MJ O/L A423 L/ACC CHROME YELLOW TO BE VERIFIED BY CONTRACTOR	1,900.0000	1,900.00
120	2	EA	6" MJ 45 C153	50.0000	100.00
130	1	EA	6" MJ 90 C153	68.0000	68.00
140	40	FT	8" TJ DIP PR350	20.6100	824.40
150	2	EA	8" MJ 90 C153	89.0000	178.00
160	1	EA	12X2 IP 101NS SDL 13.20-14.38	77.0000	77.00
170	1	EA	2" MJ GV O/L A2362-23 L/ACC	268.5000	268.50
180	1	EA	3/4" YARD HYDRANT 3'0" BURY NO LEAD	53.0000	53.00
190	4	EA	8" STAR GRIP MJ REST DIP 3000 W/STARBOND COATING	36.0000	144.00
200	4	EA	8" MJ REGULAR ACC LESS GLAND	16.0000	64.00
210	14	EA	6" STAR GRIP MJ REST DIP 3000 W/STARBOND COATING	23.0000	322.00
220	14	EA	6" MJ REGULAR ACC LESS GLAND	17.0000	238.00
230	50	EA	12" STAR GRIP MJ REST DIP 3000 W/STARBOND COATING	73.0000	3,650.00
240	50	EA	12" MJ REGULAR ACC LESS GLAND	21.0000	1,050.00
250	10	EA	461S VB COMP SCREW 18"X24"	33.0000	330.00
260	10	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	12.5000	125.00
270	1	EA	8" FLGXPE DIP 6'00"	352.0000	352.00
280	1	EA	8" FLGXFLG DIP 3'00"	313.0000	313.00
290	1	EA	8" FLG 45 C110	145.5000	145.50
300	1	EA	8" FLG FLAP VLV PF-25F	974.0000	974.00
310	1	EA	6" FLGXPE DIP 6'00"	249.0000	249.00
320	1	EA	6" FLGXFLG DIP 3'00"	216.0000	216.00
330	1	EA	6" FLG 45 C110	96.0000	96.00
340	1	EA	6" FLG FLAP VLV PF-25FF	765.0000	765.00
350	20	FT	4" SCH80 PVC PIPE BE	6.0900	121.80
360	120	FT	1" SCH80 PVC PIPE BE	1.0400	124.80
370	20	FT	2" SCH80 PVC PIPE PE	2.2900	45.80
380	1	EA	MYERS 1HP SUMP PUMP SSM33IPC-1 115V 20' CORD	160.0000	160.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
211575	KANNAPOLIS EST	6056340	3/22/21	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
390	1	EA	12" FLG CHK VLV L&W 106LW	7,110.0000	7,110.00
400	1	EA	12X3/4CC 101NS SDL 12.00-13.20	64.0000	64.00
410	2	EA	12" RESTRAINED FLG ADPT F/DIP RFCA-13.20 ROMAC	608.0000	1,216.00
420	4	EA	12" FLGXFLG DIP 6'00"	580.0000	2,320.00
430	2	EA	12" FLGXPE DIP 12'00"	1,010.0000	2,020.00
440	1	EA	12"X2" TAPT BLIND FLG C110	191.0000	191.00
450	4	EA	6" FLG KIT FF 1/8" RR 304SS	24.0000	96.00
460	6	EA	8" FLG KIT FF 1/8" RR 304SS	26.0000	156.00
470	8	EA	12" FLG KIT FF 1/8" RR 304SS	61.0000	488.00
480	1	EA	3'X330' SILT FENCE	33.0000	33.00
490	5	EA	12"X10' STRAW WATTLE	23.0000	115.00
				Subtotal:	48,002.70
				Tax:	3,240.18
				Bid Total:	51,242.88

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.

After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JR5 3/26/21 13:23:10



Engineering
Landscape Architecture
Surveying

January 10, 2022

Mr. Alex Anderson
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Contract 1
Change Order #2 Description

Dear Mr. Anderson,

This letter is to provide the City of Kannapolis with a description of the proposed Change Order #2 for the Kannapolis Crossing project, Contract 1. A signed change order form and supporting documentation are enclosed with this letter.

The scope of Change Order #2 covers the additional waterline and appurtenances east of I-85. Changes include additional 12" DIP water main, one fire hydrant assembly, one air release valve, and various other valves and bends. These changes are proposed due to a relocation of the elevated tank detailed in Contract 3, which was caused by changes in the Kannapolis Crossing internal site layout.

The change order also includes contract time extension requests for a total of 60 days in order to allow ELJ adequate time to complete the change order work described above.

If you have any questions, please do not hesitate to contact us at (910) 420-1437 or rob@lkceengineering.com

Sincerely,
LKC Engineering, PLLC

A handwritten signature in blue ink that reads 'John R. McIntyre'.

John R. McIntyre, P.E.

Date of Issuance: Date of Last Signature	Effective Date: Date of Last Signature
Owner: City of Kannapolis	Owner's Contract No.:
Contractor: ELJ, Inc.	Contractor's Project No.:
Engineer: LKC Engineering, PLLC	Engineer's Project No.: Kann-19.01
Project: Kannapolis Crossing, Contract 1	Contract Name:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:	Change Order #2 includes additional costs associated with additional waterline and appurtenances associated with the location change of the elevated tank. Additional costs include: 12" DIP, bends, gate valves, tees, plugs, and air relief manholes, as well as additional clearing and grubbing.
Attachments:	Attached is a detailed breakdown from the Contractor.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$1,863,675.00	Original Contract Times: Substantial completion (days): 240 days Ready for final payment (days): 300 days
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$18,000.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): 0 days Ready for final payment (days): 0 days
Contract Price prior to this Change Order: \$1,881,675.00	Contract Times prior to this Change Order: Substantial completion (days): 240 days Ready for final payment (days): 300 days
[Increase] [Decrease] of this Change Order: \$85,368.00	[Increase] [Decrease] of this Change Order: Substantial Completion (days): 60 days Ready for Final Payment (days): 60 days
Contract Price incorporating this Change Order: \$1,967,043.00	Contract Times with all approved Change Orders: Substantial Completion: 300 days Ready for Final Payment: 360 days

RECOMMENDED: By: <u><i>John R. Maddy</i></u> Engineer (Authorized Signature) Title: <u>Project Manager</u> Date: <u>1/10/2022</u>	ACCEPTED: By: <u><i>Wm B. B. B.</i></u> Owner (Authorized Signature) Title: <u>City Manager</u> Date: <u>2/1/22</u>	ACCEPTED: By: <u><i>S. P. J.</i></u> Contractor (Authorized Signature) Title: <u>V.P.</u> Date: <u>1/10/22</u>
Approved by Funding Agency (if applicable): By: NOT APPLICABLE Title: _____ Date: _____	This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. <u><i>Africa Otis</i></u> 2/1/22 Africa Otis - Finance Director	

**CITY OF KANNAPOLIS
KANNAPOLIS CROSSING - CONTRACT 1 - WATER
ATTACHMENT TO CHANGE ORDER #2**

	Description	Qty. Added	Unit	Unit Price	Total Price
CO 2.1	12" Class 350 DIP Water Main	682	LF	\$ 70.00	\$ 47,740.00
CO 2.2	12" Class 350 Restrained Joint DIP	-60	LF	\$ 100.00	\$ (6,000.00)
CO 2.3	Fire Hydrant Assembly	1	EA	\$ 4,500.00	\$ 4,500.00
CO 2.4	12" Gate Valve	2	EA	\$ 2,800.00	\$ 5,600.00
CO 2.5	6" Gate Valve	1	EA	\$ 950.00	\$ 950.00
CO 2.6	12" x 6" Tee	1	EA	\$ 1,000.00	\$ 1,000.00
CO 2.7	12" 90 deg-bend	-1	EA	\$ 750.00	\$ (750.00)
CO 2.8	12" 45 deg-bend	1	EA	\$ 750.00	\$ 750.00
CO 2.9	12" 22.5 deg-bend	1	EA	\$ 750.00	\$ 750.00
CO 2.10	Air Release Valve in Precast Concrete Manhole	1	EA	\$ 9,000.00	\$ 9,000.00
CO 2.11	Clearing and Grubbing	Change in Lump Sum			\$ 11,400.00
CO 2.12	Rock Excavation	74	CY	\$ 85.00	\$ 6,290.00
CO 2.13	Select Backfill	55	CY	\$ 30.00	\$ 1,650.00
CO 2.14	Water Main Cleanup, Pressure Testing, and Sterilization	622	LF	\$ 4.00	\$ 2,488.00
TOTAL:					\$85,368.00



**City of Kannapolis
City Council Meeting
May 24, 2021
Staff Report**

TO: Mayor and City Council
FROM: Wilmer Melton, III Assistant City Manager
TITLE Kannapolis Crossing Project Award of Off-Site Utilities

A. Action Requested by City Council

A. Motion to award the Kannapolis Crossing Project Off-Site Utility Contracts 1-4 to the lowest responsible bidders and have City Manager execute all four contracts:

1. Contract 1- Off-Site Utilities/Water Line to ELJ, Inc. in the amount of \$1,863,675
2. Contract 2- Off-Site Utilities/Sewer to ELJ, Inc. in the amount of \$3,065,665.
3. Contract 3-Off-Site Utilities/Elevated Storage Tank to Phoenix Fabricators in the amount of \$1,894,000.
4. Contract 4-Off-Site Utilities/Booster Pump Station to CMH Solutions in the amount of \$647,169.

B. Motion to approve the Project Ordinance for the Kannapolis Crossing Project in the amount of \$10,400,000.

C. Motion to approve the Reimbursement Resolution for the Kannapolis Crossing Project.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The Kannapolis Crossing Project consists of the following four Off-Site Utility Contracts:

Contract 1 Off-Site Utilities/Water Line features approximately 12,000 feet of 12" water line and appurtenances beginning near intersection of HWY 29 and Old Beatty Ford Road and extends eastward along Old Beatty Ford Road, China Grove Road, and Horsepower Lane before entering the Kannapolis Crossing Property and crossing under Cold Water Creek and Interstate 85 before terminating at the proposed elevated storage tank location.

Six bids were received on Wednesday, April 14, 2021. It is recommended the City award Contract 1 Off-Site Utilities/Water Line to the lowest responsible bidder, ELJ, Inc., in the amount of \$1,863,675.00.

Contract 1 Off-Site Utilities/Water Line bids are summarized in the table below:

CONTRACTOR	LOCATION	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	\$1,863,675.00
Buckeye Bridge, LLC	Canton, NC	\$1,872,752.50
Chandler Construction Services	Ninety-Six, SC	\$2,051,850.00
State Utility Contractors	Monroe, NC	\$2,230,850.00
Hall Contracting	Charlotte, NC	\$2,236,644.00
Litman Excavating	Indian Trail, NC	\$2,249,993.00

Contract 2 Off-Site Utilities/Sewer features a new duplex submersible sewer pump station with approximately 5,000 feet of 10" sewer force main along China Grove Road, and approximately 5,000 feet of 15" and 12" gravity sewer which parallels Cold Water Creek and Interstate 85 before crossing under Cold Water Creek and Interstate 85 to serve the Kannapolis Crossing development.

Five bids were received on Wednesday, April 14, 2021. It is recommended the City award Contract 2 Off-Site Utilities/Sewer to the lowest responsible bidder, ELJ, Inc., in the amount of \$3,065,665.00.

Contract 2 Off-Site Utilities/Sewer bids are summarized in the table below:

CONTRACTOR	LOCATION	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	\$3,065,665.00
Dellinger, Inc.	Monroe, NC	\$3,591,066.00
State Utility Contractors	Monroe, NC	\$3,668,203.00
Hall Contracting	Charlotte, NC	\$3,748,759.00
Chandler Construction Services	Ninety-Six, NC	\$4,059,472.00

Contract 3 Off-Site Utilities/Elevated Storage Tank features a 300,000-gallon spheroid elevated

storage tank located within the Kannapolis Crossing property.

Four bids were received on Wednesday, March 31, 2021. It is recommended the City award Contract 3 Off-Site Utilities/Elevated Storage Tank to the lowest responsible bidder, Phoenix Fabricators, in the amount of \$1,894,000.00.

Contract 3 Off-Site Utilities/Elevated Storage Tank bids are summarized in the table below:

CONTRACTOR	LOCATION	BID AMOUNT
Phoenix Fabricators	Avon, Indiana	\$1,894,000.00
Caldwell Tanks	Louisville, Kentucky	\$1,975,000.00
Maguire Iron, Inc.	Sioux Falls, SD	\$2,148,000.00
Landmark Structures	Fort Worth, TX	\$2,269,000.00

Contract 4 Off-Site Utilities/Booster Pump Station features a new water booster pump station

consisting of two 500-gpm pumps and a slot for a future third pump.

Eleven bids were received on Wednesday, April 14, 2021. It is recommended the City award Contract 4 Off-Site Utilities/Booster Pump Station to the lowest responsible bidder, CMH Solutions, in the amount of \$647,169.00.

Contract 4 Off-Site Utilities/Booster Pump Station bids are summarized in the table below:

CONTRACTOR	LOCATION	BID AMOUNT
CMH Solutions	Huntersville, NC	\$647,169.00
Gilbert Engineering	Statesville, NC	\$688,670.00
ELJ, Inc.	Jacksonville, NC	\$717,800.00
Turner Murphy, Co.	Rock Hill, SC	\$773,874.00
Laughlin-Sutton Construction	Greensboro, NC	\$835,800.00
M.B. Kahn	Columbia, SC	\$873,378.00
Harper Corporation	Greenville, SC	\$984,000.00
Hall Contracting	Charlotte, NC	\$999,742.00
Wharton-Smith, Inc.	Charlotte, NC	\$1,098,000.00

NJR Group Inc.	Albemarle, NC	\$1,117,073.00
Carolina Grading & Utilities	Jefferson, NC	\$1,412,000.00

D. Fiscal Considerations

The Kannapolis Crossing Infrastructure Project will be funded through Revenue Bonds. The \$10.4 million project cost includes the construction bids, design costs, right of way acquisition, surveying, construction administration, financing cost, and contingency). The final decision on the final amount of borrowing is still under review by staff with final decisions by City Council to be made in the next 60 days. Developer and Rowan County contributions are being considered as part of the final funding plan.

E. Policy Issues

City Council approval is required for the execution of construction contracts of this amount as well as approve the Project Ordinance and Resolution for City to reimburse itself.

F. Legal Issues

None.

G. Alternative Courses of Action and Recommendation

1. Motion to approve the Kannapolis Crossing Project and award Contracts 1-4 to the lowest responsible bidders and have City Manager execute all four contracts (Recommended):

- a. **Contract 1 Off-Site Utilities/Water Line to ELJ, Inc. in the amount of \$1,863,675.**
- b. **Contract 2. Off-Site Utilities/Sewer to ELJ, Inc. in the amount of \$3,065,665.**
- c. **Contract 3 Off-Site Utilities/Elevated Storage Tank to Phoenix Fabricators in the amount of \$1,894,000.**
- d. **Contract 4 Off-Site Utilities/Booster Pump Station to CMH Solutions in the amount of \$647,169.**

2. Motion to approve the Project Ordinance for the Kannapolis Crossing Project in the amount of \$10,400,000. (Recommended)

3. Motion to approve the Reimbursement Resolution for the Kannapolis Crossing Project.(Recommended)

4. Alternative action: Reject the bids, Project Ordinance and Reimbursement Resolution

5. Alternative action: Take No Action.

ATTACHMENTS:

File Name

- ☐ Kannapolis_Crossing_Contract_1_-_Water_Line_-_Engineer_s_Recommendation_to_Award.pdf
- ☐ Kannapolis_Crossing_Contract_2_-_Sewer_-_Engineer_s_Recommendation_to_Award.pdf
- ☐ Kannapolis_Crossing_Contract_3_-_Elevated_Storage_Tank_-_Engineer_s_Recommendation_to_Award.pdf
- ☐ Kannapolis_Crossing_Contract_4_-_Booster_Pump_Station_-_Engineer_s_Recommendation_to_Award.pdf
- ☐ KC_Reimbursement_Resolution_5-24-21.pdf
- ☐ KC_Capital_Project_Ordinance_5-24-21.pdf

**CITY OF KANNAPOLIS, NORTH CAROLINA
KANNAPOLIS CROSSING INFRASTRUCTURE
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Governing Board of the City of Kannapolis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for infrastructure construction of Kannapolis Crossing. The project will be funded through Revenue Bonds.

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

Section 3. The following revenues are anticipated to be available to complete this project:

Debt Proceeds	\$10,400,000
TOTAL	<u>\$10,400,000</u>

Section 4. The following amounts are appropriated for the project:

Engineering	\$1,144,402
Right of Way (ROW)	28,601
Construction & Construction Management	8,300,509
Contingency	374,000
Cost of Issuance	552,488
TOTAL	<u>\$10,400,000</u>

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

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

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

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

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

This Ordinance adopted this the 24th day of May, 2021.


Milton D. Hinnant, Mayor

ATTEST:


Bridgette Bell, MMC, NCCMC
City Clerk

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

WHEREAS, the City Council of the City of Kannapolis (the "City") has determined that it is in the best interest of the City to construct infrastructure for a multi-use development Kannapolis Crossing (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 \$10,400,000.

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

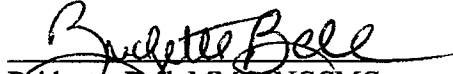
Section 3. **Itemization of Capital Expenditures.** The Finance Director of the City, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the City in determining and itemizing all of the Original Expenditures incurred and paid by the City in connection with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

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

Adopted this 24th day of May, 2021.


Milton D. Hinnant, Mayor

Attest:


Bridgette Bell, MMC, NCCMC
City Clerk



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 1 – Water Line
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, April 14th, 2021. This contract features approximately 12,000 feet of 12" water line and appurtenances beginning near intersection of HWY 29 and Old Beatty Ford Road and extends eastward along Old Beatty Ford Road, China Grove Road, and Horsepower Lane before entering the Kannapolis Crossing Property and crossing under Cold Water Creek and Interstate 85 before terminating at the proposed elevated storage tank location.

Six bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	\$1,863,675.00
Buckeye Bridge, LLC	Canton, NC	\$1,872,752.50
Chandler Construction Services	Ninety-Six, SC	\$2,051,850.00
State Utility Contractors	Monroe, NC	\$2,230,850.00
Hall Contracting	Charlotte, NC	\$2,236,644.00
Litman Excavating	Indian Trail, NC	\$2,249,993.00

The low bidder is ELJ, Inc. from Jacksonville, NC. Our team has worked with ELJ, Inc. on multiple occasions throughout our careers, and we find them to be a reputable contractor capable of completing the construction in a clean and timely fashion. We have discussed the project and their bid with ELJ, Inc., and they are comfortable with the project at their bid price.

If the City's decision is to award the construction of the 12" water line and associated appurtenances, LKC recommends the award be made to ELJ, Inc. for the low bid amount of \$1,863,675.00.

Attached to this recommendation is a Bid Tabulation showing detailed results of the bid. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC

A handwritten signature in black ink, reading "John R. McIntyre". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

John R. McIntyre, P.E.

SUMMARY OF BID OPENING

April 14, 2021 @ 2:00 p.m.
Kannapolis Crossing, Offsite Utilities
Contract 1 - Waterline
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE NO.	ADDENDUM	BID BOND	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	47340	Yes	Yes	\$1,863,675.00
Buckeye Bridge, LLC	Canton, NC	72900	Yes	Yes	\$1,872,752.50
Chandler Construction Services	Ninety Six, SC	27037	Yes	Yes	\$2,051,850.00
State Utility Contractors	Monroe, NC	17793	Yes	Yes	\$2,230,850.00
Hall Contracting	Charlotte, NC	5689	Yes	Yes	\$2,236,644.00
Litman Excavating	Indian Trail, NC	85276	Yes	Yes	\$2,249,993.00



LKC

Reviewed and Certified as Presented Above



BID DATE: 4/14/2021
TIME: 2:00pm
LOCATION: Kannapolis City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 1 - Waterline
Rec'd By: Rob McIntyre, P.E.

Kannapolis Crossing, Off-site Utilities - Contract 1 Waterline				ELJ, Inc.		Buckeye Bridge, LLC		Chandler Construction Services		State Utility Contractors		Hall Contracting		Litman Excavating	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonding and insurance. Cannot exceed 3% of Total Bid Amount	1	Lump Sum		\$54,000.00		\$47,710.00		\$61,000.00		\$65,000.00		\$67,099.00		\$57,980.00
2	Backflow Prevention Bypass for Filling New Water Mains	1	EA	\$10,000.00	\$10,000.00	\$10,899.00	\$10,899.00	\$7,400.00	\$7,400.00	\$16,500.00	\$16,500.00	\$4,550.00	\$4,550.00	\$19,500.00	\$19,500.00
3	12" Class 350 DIP Water Main	11,000	LF	\$70.00	\$770,000.00	\$60.40	\$664,400.00	\$85.00	\$935,000.00	\$95.20	\$1,047,200.00	\$98.00	\$1,078,000.00	\$107.50	\$1,182,500.00
4	12" Class 350 Restrained Joint DIP	500	LF	\$100.00	\$50,000.00	\$69.60	\$34,800.00	\$85.00	\$42,500.00	\$117.00	\$58,500.00	\$155.00	\$77,500.00	\$120.00	\$60,000.00
5	12" C900 Fusible PVC installed by Directional Bore on Sheets W1.8 and W1.9 from STA 103+91 to STA 110+91. Lump Sum Guaranteed Price.	1	Lump Sum		\$210,000.00		\$290,018.00		\$170,000.00		\$207,000.00		\$150,000.00		\$317,400.00
6	24" Steel Casing installed by Bore and Jack under (Sheet W1.1). Guaranteed Linear Foot Price.	110	LF	\$1,000.00	\$110,000.00	\$1,014.00	\$111,540.00	\$500.00	\$55,000.00	\$885.00	\$97,350.00	\$900.00	\$99,000.00	\$600.00	\$66,000.00
7	24" Steel Casing installed by Bore and Jack under Boston Rd (Sheet W1.4). Guaranteed Linear Foot Price.	55	LF	\$800.00	\$44,000.00	\$1,133.00	\$62,315.00	\$620.00	\$34,100.00	\$1,055.00	\$58,025.00	\$1,100.00	\$60,500.00	\$600.00	\$33,000.00
8	24" Steel Casing installed by Bore and Jack under Old Beatty Ford Rd (Sheet W1.6). Guaranteed Linear Foot Price.	130	LF	\$800.00	\$104,000.00	\$954.00	\$124,020.00	\$930.00	\$120,900.00	\$850.00	\$110,500.00	\$900.00	\$117,000.00	\$600.00	\$78,000.00
9	24" Steel Casing installed by Bore and Jack under China Grove Rd (Sheet W1.7). Guaranteed Linear Foot Price.	55	LF	\$800.00	\$44,000.00	\$1,133.00	\$62,315.00	\$1,300.00	\$71,500.00	\$1,055.00	\$58,025.00	\$1,100.00	\$60,500.00	\$600.00	\$33,000.00
10	Fire Hydrant Assembly	12	EA	\$4,500.00	\$54,000.00	\$9,436.00	\$41,292.00	\$4,600.00	\$55,200.00	\$4,900.00	\$58,800.00	\$4,250.00	\$51,000.00	\$4,150.00	\$49,800.00
11	12" Gate Valve	18	EA	\$2,800.00	\$50,400.00	\$2,962.00	\$53,316.00	\$3,200.00	\$57,600.00	\$2,900.00	\$52,200.00	\$3,000.00	\$54,000.00	\$2,875.00	\$51,750.00
12	6" Gate Valve	12	EA	\$950.00	\$11,400.00	\$1,136.00	\$13,632.00	\$1,500.00	\$18,000.00	\$1,100.00	\$13,200.00	\$2,250.00	\$27,000.00	\$1,025.00	\$12,300.00
13	16" x 12" Tee	1	EA	\$9,000.00	\$9,000.00	\$6,241.00	\$6,241.00	\$4,600.00	\$4,600.00	\$6,000.00	\$6,000.00	\$13,250.00	\$13,250.00	\$5,636.00	\$5,636.00
14	12" x 12" Tee	3	EA	\$1,200.00	\$3,600.00	\$906.00	\$2,718.00	\$1,300.00	\$3,900.00	\$1,200.00	\$3,600.00	\$880.00	\$2,640.00	\$1,041.00	\$3,123.00
15	12" x 6" Tee	12	EA	\$1,000.00	\$12,000.00	\$683.00	\$8,196.00	\$1,100.00	\$13,200.00	\$900.00	\$10,800.00	\$880.00	\$10,560.00	\$1,050.00	\$12,600.00
16	12" 90 deg-bend	6	EA	\$750.00	\$4,500.00	\$681.00	\$4,086.00	\$900.00	\$5,400.00	\$850.00	\$5,100.00	\$700.00	\$4,200.00	\$860.00	\$5,880.00
17	12" 45 deg-bend	8	EA	\$750.00	\$6,000.00	\$636.00	\$5,088.00	\$900.00	\$7,200.00	\$800.00	\$6,400.00	\$700.00	\$5,600.00	\$1,080.00	\$8,640.00
18	12" 22.5 deg-bend	8	EA	\$750.00	\$6,000.00	\$609.00	\$4,872.00	\$900.00	\$7,200.00	\$750.00	\$6,000.00	\$675.00	\$5,400.00	\$832.00	\$6,656.00
19	12" Plug	4	EA	\$700.00	\$2,800.00	\$302.00	\$1,208.00	\$900.00	\$3,600.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$262.00	\$1,048.00
20	Air Release Valve in Precast Concrete Manhole	4	EA	\$9,000.00	\$36,000.00	\$5,326.00	\$21,304.00	\$6,500.00	\$26,000.00	\$7,200.00	\$28,800.00	\$7,000.00	\$28,000.00	\$3,650.00	\$14,600.00
21	Clearing and Grubbing	1	Lump Sum		\$25,000.00		\$47,700.00		\$64,000.00		\$53,000.00		\$98,765.00		\$10,050.00
22	Rock Excavation	1500	CY	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00	\$85.00	\$127,500.00
23	Select Backfill	1200	CY	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00	\$30.00	\$36,000.00
24	Open Cut & Patch Asphalt Driveway	20	SY	\$80.00	\$1,600.00	\$49.20	\$984.00	\$100.00	\$2,000.00	\$65.00	\$1,300.00	\$75.00	\$1,500.00	\$145.00	\$2,900.00
25	Open Cut & Patch Concrete Driveway	60	SY	\$100.00	\$6,000.00	\$96.30	\$5,778.00	\$75.00	\$4,500.00	\$115.00	\$6,900.00	\$80.00	\$4,800.00	\$135.00	\$8,100.00
26	Gravel for Driveway Repair	145	TNS	\$35.00	\$5,075.00	\$37.30	\$5,408.50	\$30.00	\$4,350.00	\$30.00	\$4,350.00	\$30.00	\$4,350.00	\$40.00	\$5,800.00
27	3/4" Water Service, Short Side	12	EA	\$1,200.00	\$14,400.00	\$2,128.00	\$25,536.00	\$2,600.00	\$31,200.00	\$2,200.00	\$26,400.00	\$490.00	\$5,880.00	\$1,170.00	\$14,040.00
28	3/4" Water Service, Long Side	8	EA	\$1,700.00	\$13,600.00	\$2,327.00	\$18,616.00	\$5,800.00	\$46,400.00	\$3,500.00	\$28,000.00	\$3,150.00	\$25,200.00	\$1,290.00	\$10,320.00
29	Water Main Cleanup, Pressure Testing, and Sterilization	12200	LF	\$4.00	\$48,800.00	\$2.90	\$35,380.00	\$3.00	\$36,600.00	\$3.00	\$36,600.00	\$1.25	\$15,250.00	\$1.35	\$16,470.00
Total Bid Amount					\$1,863,675.00	\$1,872,752.50	\$2,051,850.00	\$2,230,850.00	\$2,236,644.00	\$2,249,993.00					



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 2 - Sewer
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, April 14th, 2021. This contract features a new duplex submersible sewer pump station with approximately 5,000 feet of 10" sewer force main along China Grove Road, and approximately 5,000 feet of 15" and 12" gravity sewer which parallels Cold Water Creek and Interstate 85 before crossing under Cold Water Creek and Interstate 85 to serve the Kannapolis Crossing development.

Five bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	\$3,065,665.00
Dellinger, Inc.	Monroe, NC	\$3,591,066.00
State Utility Contractors	Monroe, NC	\$3,668,203.00
Hall Contracting	Charlotte, NC	\$3,748,759.00
Chandler Construction Services	Ninety-Six, NC	\$4,059,472.00

The low bidder is ELJ, Inc. from Jacksonville, NC. Our team has worked with ELJ, Inc. on multiple occasions throughout our careers, and we find them to be a reputable contractor capable of completing the construction in a clean and timely fashion. We have discussed the project and their bid with ELJ, Inc., and they are comfortable with the project at their bid price.

If the City's decision is to award the construction of the duplex submersible pump station, 10" sewer force main, and gravity sewer, LKC recommends the award be made to ELJ, Inc. for the low bid amount of \$3,065,665.00.

Attached to this recommendation is a Bid Tabulation showing detailed results of the bid. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC



John R. McIntyre, P.E.

SUMMARY OF BID OPENING

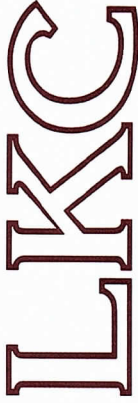
April 14, 2021 @ 2:00 p.m.
Kannapolis Crossing, Offsite Utilities
Contract 2 - Sewer
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE NO.	ADDENDA	BID BOND	BID AMOUNT
ELJ, Inc.	Jacksonville, NC	47340	Yes	Yes	\$3,065,665.00
Dellinger	Monroe, NC	5992	Yes	Yes	\$3,591,066.00
State Utility Contractors	Monroe, NC	17793	Yes	Yes	\$3,668,203.00
Hall Contracting	Charlotte, NC	5689	Yes	Yes	\$3,748,759.00
Chandler Construction Services	Ninety Six, SC	27037	Yes	Yes	\$4,059,472.00



LKC

Reviewed and Certified as Presented Above



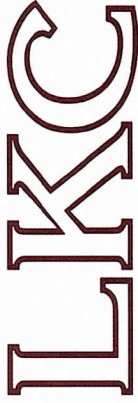
BID DATE: 4/14/2021
TIME: 2:00pm

LOCATION: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 2 - Sewer
Rec'd By: Rob McIntyre, P.E.

Kannapolis Crossing, Off-site Utilities, Contract 2 - Sewer

ITEM	DESCRIPTION	QTY.	UNIT	ELJ, Inc.		Dellinger		State Utility Contractors		Hall Contracting		Chandler Construction Services	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, bonding and insurance. Cannot exceed 3% of Total Bid Amount	1	Lump Sum	Lump Sum	\$70,000.00	Lump Sum	\$105,000.00	Lump Sum	\$110,000.00	Lump Sum	\$112,460.00	Lump Sum	\$121,000.00
2	Pump Station Entrance Road to include: Grading and Gravel Entrance and Parking Area. Clearing and Grubbing included under separate bid item.	1	Lump Sum	Lump Sum	\$100,000.00	Lump Sum	\$80,000.00	Lump Sum	\$52,000.00	Lump Sum	\$58,625.00	Lump Sum	\$37,400.00
3	Sewer Pump Station. Bid Item shall include: new concrete structures, pumps, site piping, generator, coating systems, fence, and electrical systems.	1	Lump Sum	Lump Sum	\$465,000.00	Lump Sum	\$710,000.00	Lump Sum	\$585,000.00	Lump Sum	\$675,000.00	Lump Sum	\$804,282.00
4	Residential Well for Potable Water including 1" PVC waterline.	1	Lump Sum	Lump Sum	\$12,000.00	Lump Sum	\$22,000.00	Lump Sum	\$16,000.00	Lump Sum	\$11,050.00	Lump Sum	\$14,900.00
5	10" DR18 C900 PVC Force Main	4560	LF	\$70.00	\$319,200.00	\$75.00	\$342,000.00	\$78.00	\$355,680.00	\$74.00	\$337,440.00	\$85.00	\$387,600.00
6	10" Class 350 Restrained Joint DIP (p401 Lined)	100	LF	\$120.00	\$12,000.00	\$180.00	\$18,000.00	\$150.00	\$15,000.00	\$117.00	\$11,700.00	\$85.00	\$8,500.00
7	Force Main Installed by Directional Bore on Sheets FM1.2 and FM1.3 from STA 22+47 to STA 25+34. Lump Sum Guaranteed Price.	1	Lump Sum	Lump Sum	\$85,000.00	Lump Sum	\$105,000.00	Lump Sum	\$76,000.00	Lump Sum	\$60,000.00	Lump Sum	\$53,000.00
8	10" Plug Valve	2	EA	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,200.00	\$4,400.00	\$2,800.00	\$5,600.00	\$2,400.00	\$4,800.00
9	10" 45 deg-bend	5	EA	\$800.00	\$4,000.00	\$1,200.00	\$6,000.00	\$1,400.00	\$7,000.00	\$920.00	\$4,600.00	\$900.00	\$4,500.00
10	10" 22.5 deg-bend	2	EA	\$800.00	\$1,600.00	\$1,150.00	\$2,300.00	\$1,350.00	\$2,700.00	\$920.00	\$1,840.00	\$900.00	\$1,800.00



BID DATE: 4/14/2021
TIME: 2:00pm

LOCATION: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 2 - Sewer
Rec'd By: Rob McIntyre, P.E.

Kannapolis Crossing, Off-site Utilities, Contract 2 - Sewer

ITEM	DESCRIPTION	QTY.	UNIT	ELJ, Inc.		Dellinger		State Utility Contractors		Hall Contracting		Chandler Construction Services	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	10" x 6" Reducer	1	EA	\$800.00	\$800.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$750.00	\$750.00	\$900.00	\$900.00
12	Air Release Valve in Precast Concrete Manhole	2	EA	\$8,500.00	\$17,000.00	\$7,500.00	\$15,000.00	\$11,000.00	\$22,000.00	\$8,335.00	\$16,670.00	\$5,800.00	\$11,600.00
13	Connection to Existing Manhole at STA 49+23	1		Lump Sum	\$6,500.00	Lump Sum	\$11,000.00	Lump Sum	\$22,500.00	Lump Sum	\$79,500.00	Lump Sum	\$193,000.00
14	15" SDR 26 PVC Gravity Sewer, 14' - 16' Deep	40	LF	\$130.00	\$5,200.00	\$200.00	\$8,000.00	\$180.00	\$7,200.00	\$200.00	\$8,000.00	\$195.00	\$7,800.00
15	15" SDR 26 PVC Gravity Sewer, 16' - 18' Deep	210	LF	\$140.00	\$29,400.00	\$210.00	\$44,100.00	\$210.00	\$44,100.00	\$200.00	\$42,000.00	\$240.00	\$50,400.00
16	15" SDR 26 PVC Gravity Sewer, 18' - 20' Deep	60	LF	\$150.00	\$9,000.00	\$220.00	\$13,200.00	\$245.00	\$14,700.00	\$210.00	\$12,600.00	\$330.00	\$19,800.00
17	15" SDR 26 PVC Gravity Sewer, 20' - 22' Deep	26	LF	\$160.00	\$4,160.00	\$240.00	\$6,240.00	\$290.00	\$7,540.00	\$728.00	\$18,928.00	\$380.00	\$9,880.00
18	12" SDR 26 PVC Gravity Sewer, < 10' Deep	325	LF	\$70.00	\$22,750.00	\$80.00	\$26,000.00	\$148.00	\$48,100.00	\$110.00	\$35,750.00	\$100.00	\$32,500.00
19	12" SDR 26 PVC Gravity Sewer, 10' - 12' Deep	765	LF	\$80.00	\$61,200.00	\$100.00	\$76,500.00	\$150.00	\$114,750.00	\$110.00	\$84,150.00	\$115.00	\$87,975.00
20	12" SDR 26 PVC Gravity Sewer, 12' - 14' Deep	360	LF	\$90.00	\$32,400.00	\$125.00	\$45,000.00	\$154.00	\$55,440.00	\$110.00	\$39,600.00	\$140.00	\$50,400.00
21	12" SDR 26 PVC Gravity Sewer, 14' - 16' Deep	1730	LF	\$100.00	\$173,000.00	\$150.00	\$259,500.00	\$161.00	\$278,530.00	\$125.00	\$216,250.00	\$180.00	\$311,400.00
22	12" SDR 26 PVC Gravity Sewer, 16' - 18' Deep	510	LF	\$110.00	\$56,100.00	\$190.00	\$96,900.00	\$187.00	\$95,370.00	\$155.00	\$79,050.00	\$230.00	\$117,300.00
23	12" SDR 26 PVC Gravity Sewer, 18' - 20' Deep	560	LF	\$120.00	\$67,200.00	\$200.00	\$112,000.00	\$220.00	\$123,200.00	\$195.00	\$109,200.00	\$320.00	\$179,200.00
24	12" SDR 26 PVC Gravity Sewer, 20' - 22' Deep	30	LF	\$140.00	\$4,200.00	\$220.00	\$6,600.00	\$260.00	\$7,800.00	\$400.00	\$12,000.00	\$365.00	\$10,950.00
25	12" SDR 26 PVC Gravity Sewer From Sta 27+70 to Sta 28+50, Under Abandoned Portion of Boston Road.	80	LF	\$500.00	\$40,000.00	\$300.00	\$24,000.00	\$430.00	\$34,400.00	\$400.00	\$32,000.00	\$390.00	\$31,200.00
26	12" Restrained Joint DIP Gravity Sewer, 8' - 10' Deep	41	LF	\$130.00	\$5,330.00	\$150.00	\$6,150.00	\$180.00	\$7,380.00	\$105.00	\$4,305.00	\$115.00	\$4,715.00
27	12" Restrained Joint DIP Gravity Sewer, 10' - 12' Deep	35	LF	\$140.00	\$4,900.00	\$165.00	\$5,775.00	\$185.00	\$6,475.00	\$105.00	\$3,675.00	\$135.00	\$4,725.00
28	12" Restrained Joint DIP Gravity Sewer, 14' - 16' Deep	15	LF	\$150.00	\$2,250.00	\$215.00	\$3,225.00	\$205.00	\$3,075.00	\$105.00	\$1,575.00	\$205.00	\$3,075.00
29	12" Restrained Joint DIP Gravity Sewer, 16' - 18' Deep	17	LF	\$160.00	\$2,720.00	\$250.00	\$4,250.00	\$235.00	\$3,995.00	\$131.00	\$2,227.00	\$250.00	\$4,250.00
30	12" SDR 26 PVC Gravity Sewer Installed Inside 24" Steel Casing Pipe	45	LF	\$80.00	\$3,600.00	\$60.00	\$2,700.00	\$180.00	\$8,100.00	\$175.00	\$7,875.00	\$60.00	\$2,700.00
31	12" Restrained Joint DIP Gravity Sewer Installed Inside 36" Steel Casing Pipe	435	LF	\$110.00	\$47,850.00	\$110.00	\$47,850.00	\$180.00	\$78,300.00	\$100.00	\$43,500.00	\$75.00	\$32,625.00
32	4' Diameter Precast Concrete Manhole, 10' - 12' Deep	2	EA	\$4,800.00	\$9,600.00	\$5,900.00	\$11,800.00	\$3,800.00	\$7,600.00	\$7,200.00	\$14,400.00	\$6,300.00	\$12,600.00



BID DATE: 4/14/2021
TIME: 2:00pm
LOCATION: City of Kannapolis, City Hall

PROJECT: Kannapolis Crossing
Off-site Utilities
Contract 2 - Sewer
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Kannapolis Crossing, Off-site Utilities, Contract 2 - Sewer

ITEM	DESCRIPTION	QTY.	UNIT	ELJ, Inc.		Dellinger		State Utility Contractors		Hall Contracting		Chandler Construction Services	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	4' Diameter Precast Concrete Manhole, 12' - 14' Deep	2	EA	\$5,400.00	\$10,800.00	\$4,400.00	\$8,800.00	\$4,200.00	\$8,400.00	\$7,200.00	\$14,400.00	\$7,800.00	\$15,600.00
34	4' Diameter Precast Concrete Manhole, 14' - 16' Deep	3	EA	\$6,000.00	\$18,000.00	\$4,900.00	\$14,700.00	\$4,600.00	\$13,800.00	\$7,885.00	\$23,655.00	\$7,300.00	\$21,900.00
35	4' Diameter Precast Concrete Manhole, 16' - 18' Deep	5	EA	\$6,600.00	\$33,000.00	\$5,400.00	\$27,000.00	\$5,400.00	\$27,000.00	\$8,190.00	\$40,950.00	\$8,200.00	\$41,000.00
36	4' Diameter Precast Concrete Manhole, 18' - 20' Deep	4	EA	\$7,200.00	\$28,800.00	\$6,000.00	\$24,000.00	\$6,300.00	\$25,200.00	\$8,510.00	\$34,040.00	\$8,200.00	\$32,800.00
37	4' Diameter Precast Concrete Manhole, 20' - 22' Deep	2	EA	\$7,900.00	\$15,800.00	\$6,600.00	\$13,200.00	\$7,700.00	\$15,400.00	\$11,775.00	\$23,550.00	\$8,200.00	\$16,400.00
38	Anti-Seep Collar	5	EA	\$500.00	\$2,500.00	\$1,800.00	\$9,000.00	\$1,800.00	\$9,000.00	\$2,550.00	\$12,750.00	\$1,500.00	\$7,500.00
39	24" Steel Casing Installed by Bore and Jack at STA 40+50. Guaranteed Linear Foot Price.	45	LF	\$1,000.00	\$45,000.00	\$1,200.00	\$54,000.00	\$1,300.00	\$58,500.00	\$1,305.00	\$58,725.00	\$2,300.00	\$103,500.00
40	36" Steel Casing Installed by Bore and Jack under 185. Guaranteed Linear Foot Price.	435	LF	\$2,100.00	\$913,500.00	\$2,000.00	\$870,000.00	\$2,165.00	\$941,775.00	\$2,350.00	\$1,022,250.00	\$2,000.00	\$870,000.00
41	Pre-Finished Steel Framed Gate	4	EA	\$800.00	\$3,200.00	\$1,900.00	\$7,600.00	\$2,900.00	\$11,600.00	\$1,560.00	\$6,240.00	\$1,200.00	\$4,800.00
42	Clearing and Grubbing	4.6	AC	\$10,000.00	\$46,000.00	\$15,000.00	\$69,000.00	\$20,500.00	\$94,300.00	\$30,000.00	\$138,000.00	\$14,000.00	\$64,400.00
43	Rock Excavation	1,800	CY	\$85.00	\$153,000.00	\$85.00	\$153,000.00	\$85.00	\$153,000.00	\$85.00	\$153,000.00	\$85.00	\$153,000.00
44	Select Backfill	1700	CY	\$30.00	\$51,000.00	\$30.00	\$51,000.00	\$30.00	\$51,000.00	\$30.00	\$51,000.00	\$30.00	\$51,000.00
45	Open Cut & Patch Asphalt Driveway	90	SY	\$80.00	\$7,200.00	\$70.00	\$6,300.00	\$65.00	\$5,850.00	\$77.00	\$6,930.00	\$100.00	\$9,000.00
46	Open Cut & Patch Concrete Driveway	50	SY	\$100.00	\$5,000.00	\$50.00	\$2,500.00	\$115.00	\$5,750.00	\$63.00	\$3,150.00	\$75.00	\$3,750.00
47	Gravel for Driveway Repair	50	TNS	\$35.00	\$1,750.00	\$40.00	\$2,000.00	\$30.00	\$1,500.00	\$26.00	\$1,300.00	\$30.00	\$1,500.00
48	Force Main Cleanup and Pressure Testing	4,947	LF	\$5.00	\$24,735.00	\$4.00	\$19,788.00	\$3.00	\$14,841.00	\$2.00	\$9,894.00	\$3.00	\$14,841.00
49	Gravity Sewer Cleanup and Testing	5284	LF	\$5.00	\$26,420.00	\$7.00	\$36,988.00	\$3.00	\$15,852.00	\$1.25	\$6,605.00	\$6.00	\$31,704.00
Total Bid Amount				\$3,065,665.00		\$3,591,066.00		\$3,668,203.00		\$3,748,759.00		\$4,059,472.00	



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 3 – Elevated Storage Tank
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, March 31st, 2021. This contract features a 300,000-gallon spheroid elevated storage tank located within the Kannapolis Crossing property.

Four bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
Phoenix Fabricators	Avon, Indiana	\$1,894,000.00
Caldwell Tanks	Louisville, Kentucky	\$1,975,000.00
Maguire Iron, Inc.	Sioux Falls, SD	\$2,148,000.00
Landmark Structures	Fort Worth, TX	\$2,269,000.00

The low bidder for the 300,000-gallon tank is Phoenix Fabricators from Avon, Indiana. Our team has worked with Phoenix Fabricators on multiple occasions throughout our careers, and we find them to be a reputable contractor capable of completing the construction in a clean and timely fashion. We have discussed the project and their bid with Phoenix Fabricators, and they are comfortable with the project at their bid price. If the City's decision is to award the 300,000-gallon tank, LKC recommends the award be made to Phoenix Fabricators for the low bid amount of \$1,894,000.00

If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC

John R. McIntyre, P.E.

SUMMARY OF BID OPENING

Bid Opening - March 31, 2021
Kannapolis Crossing, Off-Site Utilities
Contract 3 - Elevated Storage Tank
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE	BID AMOUNT
Phoenix Fabricators	Avon, IN	21640	\$1,894,000.00
Caldwell Tanks, Inc	Louisville, KY	2508	\$1,975,000.00
Maguire Iron, Inc.	Sioux Falls, SD	78997	\$2,148,000.00
Landmark Structures	Fort Worth, TX	49304	\$2,269,000.00



LKC

Reviewed and Certified as Presented Above



Engineering
Landscape Architecture
Surveying

April 29, 2021

Mr. Wilmer Melton, III
City of Kannapolis
401 Laureate Way
Kannapolis, NC 28081

Re: Kannapolis Crossing, Off-Site Utilities, Contract 4 – Booster Pump Station
Recommendation to Award

Dear Mr. Melton:

Bids were received for the above-referenced project on Wednesday, April 14th, 2021. This contract features a new water booster pump station consisting of two 500-gpm pumps and a slot for a future third pump.

Eleven bids were accepted as summarized below:

CONTRACTOR	LOCATION	BID AMOUNT
CMH Solutions	Huntersville, NC	\$647,169.00
Gilbert Engineering	Statesville, NC	\$688,670.00
ELJ, Inc.	Jacksonville, NC	\$717,800.00
Turner Murphy, Co.	Rock Hill, SC	\$773,874.00
Laughlin-Sutton Construction	Greensboro, NC	\$835,800.00
M.B. Kahn	Columbia, SC	\$873,378.00
Harper Corporation	Greenville, SC	\$984,000.00
Hall Contracting	Charlotte, NC	\$999,742.00
Wharton-Smith, Inc.	Charlotte, NC	\$1,098,000.00
NJR Group Inc.	Albemarle, NC	\$1,117,073.00
Carolina Grading & Utilities	Jefferson, NC	\$1,412,000.00

The low bidder is CMH Solutions from Huntersville, NC. Although our team has never worked with CMH Solutions, they received high praise from all three references submitted with their bid. In addition, we

contacted other engineers that have and are currently working with CMH Solutions, and they also provided encouraging support for CMH Solution's management and workmanship.

We discussed the project directly with CMH Solution's estimating and project management team thoroughly. We feel they have a complete understanding of the project scope and expectations, and they are comfortable with their bid.

Based on the conversations with references, engineers, and conversations directly with CMH Solutions, our opinion is they are a reputable contractor capable of completing the construction in a clean and timely fashion. If the City's decision is to award the construction of the booster pump station, LKC recommends the award be made to CMH Solutions for the low bid amount of \$647,169.00.

If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@lkcengineering.com.

Sincerely,
LKC Engineering, PLLC



John R. McIntyre, P.E.

SUMMARY OF BID OPENING

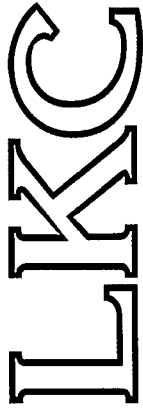
April 14, 2021 @ 2:00 p.m.
Kannapolis Crossing, Offsite Utilities
Contract 4 - Booster Pump Station
City of Kannapolis
LKC Project No: Kann-19.01

CONTRACTOR	ADDRESS	LICENSE NO.	ADDENDA	BID BOND	BID AMOUNT
CMH Solutions	Huntersville, NC	76732	Yes	Yes	\$647,169.00
Gilbert Engineering	Statesville, NC	999	Yes	Yes	\$688,670.00
ELJ, Inc.	Jacksonville, NC	47340	Yes	Yes	\$717,800.00
Turner Murphy Co., Inc.	Rock Hill, SC	9072	Yes	Yes	\$773,874.00
Laughlin-Sutton Construction	Greensboro, NC	3067	Yes	Yes	\$835,800.00
M.B. Kahn	Columbia, SC	1425	No	Yes	\$873,378.00
Harper Corporation	Greenville, SC	3146	Yes	Yes	\$984,000.00
Hall Contracting	Charlotte, NC	5689	Yes	Yes	\$999,742.00
Wharton-Smith, Inc.	Charlotte, NC	38755	Yes	Yes	\$1,098,000.00
NJR Group Inc.	Albemarle, NC	77426	Yes	Yes	\$1,117,073.00
Carolina Grading & Utilities	Jefferson, NC		Yes	Yes	\$1,412,000.00

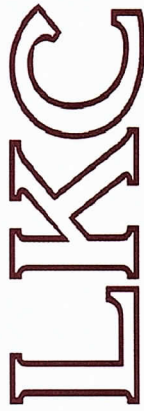


LKC

Reviewed and Certified as Presented Above



<div>LKC</div>		Bid Date: 4/14/2021	PROJECT: Kannapolis Crossing Off-site Utilities Contract 4 – Booster Pump Station				
		Time: 2:00 PM	RECEIVED BY: Rob McIntyre, P.E.				
		Location: City of Kannapolis, City Hall					
Kannapolis Crossing, Off-site Utilities, Contract - 4		CMH Solutions	Gilbert Engineering	ELJ, Inc.	Turner Murphy Co.	Laughlin-Sutton Construction	M.B. Kahn
ITEM	DESCRIPTION	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
1	Mobilization, Insurance, and Bonding. May not exceed 3% of Total Base Bid Amount	\$19,200.00	\$20,200.00	\$19,000.00	\$18,000.00	\$25,000.00	\$26,000.00
2	Site grading including pump station gravel entrance road and gravel parking area.	\$76,708.00	\$84,620.00	\$130,000.00	\$125,000.00	\$95,000.00	\$115,000.00
3	Below grade yard piping including testing.	\$60,113.00	\$56,900.00	\$100,000.00	\$35,000.00	\$35,000.00	\$75,000.00
4	Pump station building including concrete slab.	\$87,985.00	\$165,400.00	\$170,000.00	\$165,000.00	\$406,200.00	\$240,000.00
5	Booster pumps, station piping, and accessories.	\$284,395.00	\$151,700.00	\$200,000.00	\$113,374.00	\$105,000.00	\$107,378.00
6	Coating systems.	\$8,123.00	\$20,120.00	\$15,800.00	\$25,000.00	\$14,500.00	\$15,000.00
7	All electrical and mechanical systems including generator and ATS.	\$97,576.00	\$170,500.00	\$68,000.00	\$250,000.00	\$137,500.00	\$250,000.00
8	Chain-link fence and gate.	\$7,744.00	\$9,430.00	\$9,500.00	\$17,500.00	\$11,600.00	\$15,000.00
9	Final grading, cleanup, and site restoration.	\$5,325.00	\$9,800.00	\$5,500.00	\$25,000.00	\$6,000.00	\$30,000.00
TOTAL BID AMOUNT		\$647,169.00	\$688,670.00	\$717,800.00	\$773,874.00	\$835,800.00	\$873,378.00



<div>LKC</div>		Bid Date: 4/14/2021	PROJECT: Kannapolis Crossing Off-site Utilities Contract 4 - Booster Pump Station			
		Time: 2:00 PM				
		Location: City of Kannapolis, City Hall	RECEIVED BY: Rob McIntyre, P.E.			
Kannapolis Crossing, Off-site Utilities, Contract - 4		Harper Corporation	Hall Contracting	Wharton-Smith, Inc.	NJR Group, Inc.	Carolina Grading & Utilities
ITEM	DESCRIPTION	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
1	Mobilization, Insurance, and Bonding. May not exceed 3% of Total Base Bid Amount	\$28,000.00	\$29,992.00	\$30,000.00	\$33,000.00	\$40,000.00
2	Site grading including pump station gravel entrance road and gravel parking area.	\$200,000.00	\$250,000.00	\$200,000.00	\$151,000.00	\$170,000.00
3	Below grade yard piping including testing.	\$100,000.00	\$15,000.00	\$100,000.00	\$146,500.00	\$50,000.00
4	Pump station building including concrete slab.	\$170,000.00	\$250,000.00	\$398,000.00	\$211,510.00	\$500,000.00
5	Booster pumps, station piping, and accessories.	\$211,000.00	\$250,000.00	\$110,000.00	\$267,000.00	\$200,000.00
6	Coating systems.	\$20,000.00	\$5,000.00	\$25,000.00	\$50,000.00	\$55,000.00
7	All electrical and mechanical systems including generator and ATS.	\$220,000.00	\$175,000.00	\$200,000.00	\$178,063.00	\$275,000.00
8	Chain-link fence and gate.	\$15,000.00	\$16,000.00	\$20,000.00	\$30,000.00	\$42,000.00
9	Final grading, cleanup, and site restoration.	\$20,000.00	\$8,750.00	\$15,000.00	\$50,000.00	\$80,000.00
TOTAL BID AMOUNT		\$984,000.00	\$999,742.00	\$1,098,000.00	\$1,117,073.00	\$1,412,000.00

**CITY OF KANNAPOLIS, NORTH CAROLINA
KANNAPOLIS CROSSING INFRASTRUCTURE
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Governing Board of the City of Kannapolis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for infrastructure construction of Kannapolis Crossing. The project is funded through the issuance of Revenue Bonds.

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

Background: The Kannapolis Crossing Elevated Storage Tank (Contract 3) was originally bid on March 31, 2021, and the Notice of Award was issued on May 27, 2021, to Phoenix Fabricators of Avon, Indiana. Shortly after issuing the Notice of Award, we were informed that future site development activities would occur where the proposed elevated storage tank was originally proposed to be constructed.

Upon determining that the location of the original elevated tank location could not be utilized, LKC and the City of Kannapolis began the process of identifying a new location for the elevated storage tank. The new location for the elevated tank is located adjacent to Old Beatty Ford Road and the proposed “Spine Road” into the Kannapolis Crossing Development. Due to the high visibility of the new tank location, the design team felt it was best to add the following items to the new tank location site plan: aluminum fence with brick columns, asphalt paving in lieu of gravel, additional gravel around tank site, and additional fine grading and restoration due to increased scope in site grading and layout.

The additional cost associated to moving the elevated storage tank site will be split between the City of Kannapolis and the Site Developer.

Section 3. The following revenues are anticipated to be available to complete this project:

Revenue:

Increase: Fund Balance Appropriated	
Revenue: 39900-39900	\$749,198

Expenditure:

Increase: Transfer to Capital Projects Fund	
Expenditure: 39000-57200	\$749,198

Section 4. The following amounts are appropriated for this project.

Revenue:

Increase: Transfer from Capital Projects Fund	
Revenue: 34000-39220	\$749,198

Expenditure:

Increase: Capital – Improvements	
Expenditure: 34000-59200-HIGH	\$749,198

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

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

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

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

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

This ordinance is approved and adopted this 23rd day of May 2022.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Mike Legg, City Manager
TITLE Presentation of City Manager's Proposed FY
2022-23 Budget

A. Action Requested by City Council

None. Presentation only.

B. Required Votes to Pass Required Action

Presentation Only, no action required

C. Background

The City Manager will present the Proposed FY 2022-23 Budget.

D. Fiscal Considerations

None.

E. Policy Issues

None.

F. Legal Issues

None.

G. Alternative Courses of Action and Recommendation

None. Presentation only.

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Mike Legg, City Manager
TITLE Resolution directing the filing with the City Clerk of the recommended Budget for FY 2022-2023 and calling for a Public Hearing (Mike Legg, City Manager).

A. Action Requested by City Council

Motion to approve a Resolution directing the filing with the City Clerk of the recommended Budget for FY 2022-2023 and calling for a Public Hearing (Mike Legg, City Manager)

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

A Public Hearing on the Recommended Budget for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 has been scheduled for 6:30 P.M. on June 13, 2022. State law requires that ***"before adopting the Budget Ordinance, the Board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear"*** (G.S.159-12) (b).

D. Fiscal Considerations

A copy of the recommended budget was presented to City Council on May 23, 2022 and is available for public inspection at the City of Kannapolis Administration Offices as well as the City of Kannapolis website www.kannapolisnc.gov. Notice of the public hearing is scheduled to be published in the *Independent Tribune* on Sunday, June 5, 2022.

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation
--

1. **Motion to approve a Resolution directing the filing with the City Clerk of the recommended Budget estimate for FY 2022-2023 and calling for a Public Hearing. (Recommended).**
2. Do not adopt Resolution.
3. Defer action to a future meeting

ATTACHMENTS:

File Name

- ▢ Resolution_calling_for_public_hearing_budget.pdf
- ▢ Notice_PH_Budget_FY22-23.pdf

**RESOLUTION DIRECTING THE FILING WITH THE CITY CLERK
OF THE BUDGET ESTIMATE FOR THE FISCAL YEAR 2022-2023
AND CALLING A PUBLIC HEARING THEREON**

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

SECTION 1. The budget estimate of the City of Kannapolis for the fiscal year beginning July 1, 2022, which on this day May 23, 2022, was submitted to the City Council, is hereby ordered filed with the City Clerk where it shall remain for public inspection for at least ten days from this date.

SECTION 2. A copy of said budget estimate shall be made available to the news media in the county.

SECTION 3. This Resolution shall be published in at least one newspaper published in the county and shall serve as notice that the budget estimate has been presented to the City Council, that a copy of same is on file for public inspection at the City Administration Offices located at 401 Laureate Way, Kannapolis, North Carolina as well as the City of Kannapolis website www.kannapolisnc.gov Notice of the time and place of the public hearing as set forth below.

SECTION 4. A public hearing shall be held by the City Council at the Kannapolis City Hall Council Chambers located at 401 Laureate Way, Kannapolis, North Carolina, on June 13, 2022, 6:30 P.M., or as soon thereafter as the matter may be heard at which time any persons who wish to be heard on the budget may appear.

SECTION 5. Anyone who requires an 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 by email at tccline@kannapolisnc.gov*** as soon as possible but no later than 48 hours before the scheduled event.

Adopted this 23rd day of May, 2022.

Milton D. Hinnant, Mayor

Attest:

Bridgette Bell, MMC, NCCMC
City Clerk



**CITY OF KANNAPOLIS AVAILABILITY OF THE RECOMMENDED BUDGET
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023
AND NOTICE OF A PUBLIC HEARING THEREON**

SECTION 1. The recommended budget of the City of Kannapolis for the fiscal year beginning July 1, 2022 was this day, May 23, 2022 submitted by the City Manager to the City Council, and filed with the City Clerk where it shall remain for public inspection for at least ten days from this date.

SECTION 2. A copy of said budget shall be made available to the news media in the county.

SECTION 3. This Notice shall be published in at least one newspaper published in the county and shall serve as notice that the recommended budget has been presented to the City Council, that a copy of same is on file for public inspection at the Kannapolis City Hall Administration Offices located at 401 Laureate Way, Kannapolis, North Carolina, as well as the City of Kannapolis website www.kannapolisnc.gov. Notice of the time and place of the public hearing as set forth below.

SECTION 4. A public hearing shall be held by the City Council at the Kannapolis City Hall Council Chambers located at 401 Laureate Way, Kannapolis, North Carolina, on Monday, June 13, 2021 at 6:30 P.M., or as soon thereafter as the matter may be heard, at which time any persons who wish to be heard on the budget may appear.

SECTION 5. Anyone who requires an 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 by email at tccline@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event

Bridgette Bell, MMC, NCCMC
City Clerk

Publish Sunday, June 5, 2022



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Richard Smith, Planning Director
TITLE Kannapolis Development Ordinance and Zoning Map

A. Action Requested by City Council

Receive presentation and overview of the new Kannapolis Development Ordinance (KDO) from Clarion and staff

B. Required Votes to Pass Required Action

Presentation Only, no action required

C. Background

The City began the process of drafting a new land development ordinance in the Fall of 2018. This initiative is a result of recommendations from the City's Move Kannapolis Forward 2030 Comprehensive Plan. The City's current Unified Development Ordinance (UDO) was adopted in November of 2000. Since the commencement of the new ordinance draft in 2018, there have been various stakeholder meetings, reviews and iterations of the new Kannapolis Development Ordinance (KDO). Adoption of the new ordinance was delayed due to COVID19, staffing changes, and wastewater allocation challenges.

Most recently, the Planning and Zoning Commission has reviewed the document and made final recommendations for edits in order to proceed with adoption of this new City Ordinance.

D. Fiscal Considerations

None

E. Policy Issues

Once City Council receives the presentation of the new ordinance, a public hearing may be scheduled for consideration of the document and the associated zoning map. It is anticipated that City Council will hold the public hearing at the June 13, 2022 meeting.

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

Presentation Only

ATTACHMENTS:

File Name

No Attachments Available



**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Walter M. Safrit, City Attorney
TITLE Development Agreement Relating to Approval of
Sewer Allocation Permit(s) Cannon Manor

A. Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to adopt an Ordinance approving the Development Agreement

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

On December 12, 2021, the City Council adopted a Sewer Allocation Policy to “provide for the judicious allocation” of the City’s limited wastewater treatment capacity. To do so the Council adopted a fair and reasonable method for strategic allocation of this resource among qualifying public and private land development interests. The allocation process will be administered by issuing permits to projects which meet specified City interests and goals. In the case of private commercial and residential permit recipients it has become clear that once a permit is awarded, it is necessary to require the developer to guarantee completion of the project, as presented, within a specified time period. In the event of failure to meet these requirements the allocation could be rescinded and awarded to another qualified party. The method of acquiring that contractual guarantee would be accomplished by a Development Agreement a form of which is presented to Council at his meeting for consideration, public comment and approval.

The first project for consideration of the above described development agreement is a 31 acre, 70-lot single-family residential subdivision off Jim Johnson Road by STKR Cannon, LLC. The development agreement calls for two phases of 35 lots per phase.

D. Fiscal Considerations

None

E. Policy Issues

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

F. Legal Issues

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

G. Alternative Courses of Action and Recommendation

1. **Motion to adopt an Ordinance approving the Development Agreement (Recommended)**
2. Amend and then approve the Ordinance.
3. Reject the Ordinance.
4. Table action to a future meeting.

ATTACHMENTS:

File Name

- ❑ Development_Agreement_Cannon_Manor_Ordinance.pdf
- ❑ Public_Hearing_5-23-2022_DA_STKR_Cannon__LLC_.pdf
- ❑ Development_Agreement_Cannon_Manor_(5-12-2022).pdf
- ❑ Exh_E.Development_Agreement.Cannon_Manor_Phase_1.pdf
- ❑ Exh_E.Development_Agreement.Cannon_Manor_Phase_2.pdf
- ❑ Vicinity_Map_Cannon_Manor.jpg

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT

WHEREAS, all of the prerequisites to adoption of this Ordinance prescribed in North Carolina General Statutes 160D-1001 *et seq.* have been met; and

WHEREAS, the City of Kannapolis has taken into consideration the statements presented at the public hearing held on the 23rd day of May, 2022 on the proposed Development Agreement; and

WHEREAS, the City Council of the City of Kannapolis has concluded and hereby declares that it is appropriate and desirable for the City of Kannapolis to enter into the Development Agreement.

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

Section 1. The proposed Development Agreement between the City of Kannapolis and STKR Cannon, LLC is hereby approved and ratified and the City Manager is directed to execute the Development Agreement as authorized by City Council to become effective as provided therein.

Section 2. The Development Agreement is attached to this Ordinance and is incorporated herein, and this ordinance and the executed Development Agreement shall be spread upon the minutes of this meeting.

Section 3. This Ordinance is effective upon adoption.

Adopted this 23rd day of May, 2022.

Milton D. Hinnant, Mayor

ATTEST:

Bridgette Bell, MMC, NCCMC
City Clerk



KANNAPOLIS CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct a public hearing relating to the City of Kannapolis ("City") entering into a Development Agreement pursuant to North Carolina General Statutes §§ 160D-1001 et seq with STKR Cannon, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a residential project upon 31.272 acres of real property being a portion of Cabarrus County Tax Parcel ID# 4672-94-0338 (the "Property").

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

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

The hearing will be held in the City Council Chambers located at City Hall, 401 Laureate Way, Kannapolis, North Carolina 28081, beginning at or after 6:30 p.m. on May 23, 2022. At the time and place fixed for this public hearing, the City will discuss the terms of the Development Agreement and related documents and the City Council will receive public comment on the Agreement.

Bridgette Bell, City Clerk
City of Kannapolis
North Carolina

Publish May 13, 2022

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

STKR CANNON, LLC, a North Carolina Limited Liability Company

May 23, 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the “Agreement”) is entered into effective as of the ____ day of _____, 2022 (the “Effective Date”), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the “City”) and STKR Cannon, LLC, a North Carolina limited liability company (with its successors in interest, (the “Developer”). The City and the Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties”.

LEGAL FRAMEWORK

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

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

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

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

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

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

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

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

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

Section _____ of the City’s Development Ordinance (the “KDO”) or the Unified Development Ordinance (“UDO”) if in effect upon the Effective Date authorizes the use of development agreements and provides additional requirements for such agreements.

RECITALS

- A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 31.272 acres and consisting of one (1) parcels denoted by Cabarrus County parcel ID 46729403380000 (collectively hereinafter the “Property”) and more particularly described and depicted on Exhibit B attached hereto.
- B. The purpose of this Agreement is to facilitate the Development (as defined herein) of the Property in a way that best realizes the benefits to the Parties. The Development of the Property requires a major investment by the Developer and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the City as provided by this Agreement.
- C. The Development of the Property is consistent with the City’s ordinances and is reasonable and in the public interest for the following reasons, each of which serve as a benefit to the City:
 - 1. Furthering the goals of securing an appropriate use and density on the Property and implementation of the Development Plan (as defined below); and
 - 2. Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property.
- D. The general benefits to be received by the Developer from the Development of the Property include, without limitation:
 - 1. Development rights for (description of use and plan) Cannon Manor, a seventy (70) unit single-family residential subdivision.
 - 2. Issuance of two (2) Sewer Allocation Permits, one for each of two phases of sanitary sewer allocation, as set out in Paragraph 9 of this Agreement.
- E. The general benefits to be received by the City from the Development of the Property include, without limitation:
 - 1. Construction by Developer of a residential housing development will increase the tax base and provide new housing for the benefit and welfare of the residents of the City; and
 - 2. Construction by Developer of public infrastructure as described in Exhibit D; and
 - 3. Development of the Property in accordance with the City’s Comprehensive Plan.
- F. City staff recommend that this Agreement be approved as a companion item to Zoning Map Amendment #CZ-2020-03.
- G. This Agreement was considered by the Kannapolis City Council at its July 27,2020, meeting, as part of a public hearing.

- H. Pursuant to N.C.G.S. 160D-105, a public hearing regarding this Agreement was held at the May 23, 2022 meeting of the City Council. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Agreement was available for public inspection on the City's website and at City Hall.
- I. The City Council adopted the following at its meeting on May 23, 2022; (a) an annexation ordinance; (b) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383; (c) a zoning map change and (d) an ordinance approving this Agreement ("Ordinance"). A copy of the Ordinance is attached hereto as Exhibit A.

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

- 1) The Property. The Property to be developed pursuant to this Agreement is described and depicted on Exhibit B attached hereto.
- 2) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:
 - a) "Applicable Law" means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
 - b) "Current Regulations" means all ordinances, resolutions, regulations, and comprehensive plans adopted by the City on or before the Effective Date affecting the Development of the Property and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to Section 6 below.
 - c) "Development" shall have the same meaning as it does in KDO Article 10 *Definitions* or UDO Appendix A *Definitions*
 - d) "Zoning Permit" or "Development Permit" means any building permit, site plan, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development for the use of the Property contemplated in this Agreement.
 - e) "Development Plan" means a type of plan that becomes part of the zoning of a property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number CZ-2020-03, and as set forth on Exhibit C hereto.
 - f) "Development Schedule" means the schedule for development as shown in Exhibit D.

- g) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.
 - h) “Local Government” means any municipality or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Infrastructure.
 - i) “Parcel” means any lot of record on which Development may occur in accordance with the Development Plan.
 - j) “Project” means the Development that will occur within and upon the Property pursuant to this Agreement and in accordance with the Development Plan.
 - k) “Property Owner” means (i) any person or entity, other than the City, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.
- 3) Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. This Agreement does not impose any partnership obligation or liability upon either party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes “state action” for any purposes.
- 4) Legislative Act. Any change in the Development Standards established by this Agreement and as set forth on Exhibit C, shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Section 6(a). This Agreement constitutes a legislative act of City Council. City Council adopted this Agreement only after following procedures required by Applicable Law.
- 5) Covenants Running with the Property. The conditions, covenants, and benefits set forth in this Agreement shall run with the Property, and every purchaser, assignee or transferee of an interest in the Property or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be entitled to the benefits of this Agreement for a duration of ten (10) years in accordance with the terms of this Agreement. In addition, even after the term of this Agreement shall have expired, the zoning for the Property as described in the Development Plan shall survive and shall apply to future development of the Property, unless the Property is subsequently rezoned.
- 6) Applicable Regulations.
- a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, Development of the Property,

including, without limitation, approval procedures and impact fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law.

- b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement.
 - c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City or other governmental entity.
 - d) Updates to City Ordinances. Where any City ordinance, fee structure, resolution, or regulation adopted after of the date hereof (a “New Ordinance”), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City, and the City shall review and respond to such request within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.
- 7) Local Development Permits and Other Permits Needed. The parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project: Site Plan approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.
- 8) Project Development.
- a) Project Development. Developer covenants that it shall construct the Project substantially in accordance with the provisions of Exhibit C (Development Plan) attached hereto and this Agreement.
 - (i) Significant Changes. Significant changes to the Development Plan or the Development Agreement, which is incorporated into the Development Plan as a text commitment, shall be considered in accordance with the procedures set forth in the KDO/UDO and State law.

9) City Obligations.

- a) Developer is seeking the annexation, where applicable, of the Property, approval of Zoning Map Change Case Number Z1900036, and this Development Agreement.
- b) Developer only agrees to the terms of this Agreement if the annexation, where applicable, and Zoning Map Change Case are approved.
- c) The parties understand that Developer seeks approval of (insert zoning district sought) zoning for the Property.
- d) In accordance with the City Wastewater Allocation Policy, Developer shall be issued an Allocation Permit to supply public water and sewer treatment for the Project as provided therein, as follows: (i) an initial Allocation Permit upon the City's approval of this Agreement, for a total of thirty-five (35) single family residences; and (ii) a second Allocation Permit for the additional thirty-five (35) single family residences to be issued on or before December 31, 2024. The two (2) phases for the allocation of public water and sewer treatment for the Development is depicted on Exhibit E.
- e) Developer acknowledges that the Second Allocation Permit will be tentatively issued based upon information, projections and estimates available to City on the date of this Agreement. Final Allocations for the Second Allocation Permit may vary from the current amount and may be rescinded.

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

11) Developer Obligations.

- a) Developer shall develop the property in accordance with the Development Plan and Development Schedule. Notwithstanding that the allocation of sanitary sewer to the Development shall be issued in two (2) phases, the City acknowledges that for a residential development of this size, and to provide for proper ingress and egress to the Development for fire and emergency services, unit owners and their invitees and guests, Developer shall be permitted to construct the infrastructure improvements for the Development in one, single phase, including, but not limited to, the complete sanitary sewer system for the Development. Developer shall be permitted to construct the entire sanitary sewer system within the Development under the initial Allocation Permit for wastewater, but shall be required to cap off the sewer lateral connections for thirty-five (35) of the seventy (70) units, until such time as the City issues a second Allocation Permit to supply water and sewer treatment will be issued in 2024, subject to the provisions of Paragraph 9) hereinabove.
- b) Developer will dedicate public utilities and facilities to City as required by Ordinance.

12) Default.

- a) Developer Default. In the event Developer fails to initiate construction of the Project on or before November 1, 2022, such failure will constitute a material default under the terms of this Agreement. If the Developer commits a material breach of the terms or conditions

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

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

13) Remedies.

- a) City Remedies for Developer Default. In the event of a Developer material breach of this Agreement and fails to cure such breach within a 60-day period following notice City may
 - i) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan and this Agreement will be issued.
 - ii) Rescind any sewer allocation permit.
 - iii) Terminate this Agreement
- b) Developer Remedies. If the City fails to cure any material breach within a 60-day period following notice, then such breach shall be a “City Default” hereunder, and Developer may be entitled to reimbursement of an amount of actual damages suffered by Developer to the extent such amounts have been reasonably documented and such documentation delivered to the City.

14) General Provisions.

- a) Term. The term of this Agreement shall commence only upon the full execution of this Agreement. This Agreement shall terminate ten (10) years thereafter (the end of the term of this Agreement, as may be extended from time to time by the parties or earlier terminated in accordance with the provisions of this Agreement, the “Termination Date”).
- b) Amendment. As required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the parties formed this Agreement. A major modification or significant change of this agreement shall include any change not agreed to by both parties hereto. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal

laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

- c) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
- d) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the parties' intentions with respect to the subject matter hereof.
- e) Further Assurances. The parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action.
- f) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws. The only proper venue and court for litigation related to, arising out of, or connected with this Agreement or the relationships between the parties established by this Agreement shall be Cabarrus County Superior Court.
- g) Successors in Interest and Recordation. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all assignees or successors in interest of the Parties to this Agreement. The term "Developer" as used herein, shall denote (i) the named Developer herein, and (ii) any successor of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the execution of the Agreement by the Parties. The rights and obligations of Developer contained herein shall run with the land.
- h) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not parties or successors and assigns to this Agreement.
- i) Estoppel. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.
- j) Representations and Warranties of the Developer. The Developer represents and warrants to the City that:

- i) It is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and
 - ii) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- k) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.
- l) Construction of Agreement. Both parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a party hereto because such party drafted it or caused it to be drafted.
- m) No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions except as set forth herein.
- n) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors,” and “comply” as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- o) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered

electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses:

To the City:

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

With copies to:

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

To the Developer:

STKR Cannon, LLC
201 S.E. 12th Street, Suite 100
Ft. Lauderdale, Florida 33316
Attention: Jeffrey Kronengold
Email: jkronengold@tdondevelopment.com

With copies to:

Johnston Allison Hord
1065 East Moorehead Street
Charlotte, North Carolina 28204
Attention: Brian Schoeck, Esq.
Email: bschoeck@jahlaw.com

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

[Separate Signature Page To Follow]

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

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Bridgette Bell, MMC, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

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

Notary Public

[SEAL]

My commission expires: _____

STKR CANNON, LLC, by
TDON Development, Inc., its Manager

By: _____

Robert B. Stiegele, Jr., President

STATE OF FLORIDA

COUNTY OF BROWARD

I, _____, a Notary Public of the County and State aforesaid, certify that Robert B. Stiegele, Jr. personally came before me this day and acknowledged that (s)he is President of TDON Development, Inc., the Manager of STKR Cannon, LLC, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Robert B. Stiegele, President.

Witness my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Ordinance

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

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

WHEREAS, the City of Kannapolis (“City”) and STKR Cannon, LLC, a North Carolina limited liability company (“Developer”) have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on May 23, 2022 as set forth in N.C.G.S. §160D-1003 providing public review of the Development Agreement, as defined below; and

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

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

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

Adopted this 23rd day of May, 2022.

Milton D. Hinnant, Mayor

Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

LYING AND BEING IN THE CITY OF KANNAPOLIS, CABARRUS COUNTY, NORTH CAROLINA AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A COMPUTED POINT IN THE CENTERLINE OF S.R. 1602, A.K.A. JIM JOHNSON ROAD, SAID POINT OF BEGINNING BEING A COMMON CORNER WITH DANIEL AND KIMBERLY CROW (DEED BOOK 8138, PAGE 226) AND RUNS THENCE WITH CROWES NORTHERN LINE THE FOLLOWING (4) FOUR CALLS: 1) N 74°25'12" W a distance of 19.99' to a #5 REBAR FOUND; 2) N 74°25'12" W a distance of 251.09' to a #5 REBAR FOUND; 3) N 65°37'11" W a distance of 81.63' to a #5 REBAR FOUND; 4) N 65°37'11" W a distance of 391.80' to a #5 REBAR FOUND. THENCE LEAVING SAID NORTHERLY LINE THE FOLLOWING (4) FOUR CALLS: 1) S 23°13'18" W a distance of 123.74' to a #4 REBAR FOUND; 2) N 66°51'57" W a distance of 65.71' to An axle found; 3) S 23°33'47" W a distance of 242.44' to a 1/2" REBAR FOUND; 4) S 23°33'47" W a distance of 249.39' to a #5 REBAR FOUND ON THE COMMON LINE WITH THE WATERFORD ON THE ROCKY RIVER HOMEOWNERS ASSOCIATION PROPERTY AS RECORDED IN BOOK 13515, PAGE 124 IN THE CABARRUS COUNTY PUBLIC REGISTRY. THENCE ALONG SAID COMMON LINE THE FOLLOWING (3) THREE CALLS: 1) N 72°32'14" W a distance of 190.15' to a #5 REBAR FOUND; 2) N 72°32'14" W a distance of 930.89' to a 1" pipe found (PASSING A 1/2" PIPE AT 100.57' AND A 3/4" PIPE AT 599.91'); 3) N 72°32'14" W a distance of 10.00' to a POINT IN THE CENTERLINE OF A CREEK. THENCE LEAVING SAID COMMON LINE AND ALONG SAID CENTERLINE OF CREEK THE FOLLOWING (3) THREE CALLS: 1) N 08°51'31" E a distance of 127.59' to a POINT; 2) N 04°17'30" E a distance of 139.99' to a POINT; 3) N 09°38'30" E a distance of 275.98' to a POINT ON THE COMMON LINE WITH THE MCDOWELL SETH ALAN PROPERTY AS RECORDED IN BOOK 15499, PAGE 143 IN AFORESAID PUBLIC REGISTRY. THENCE THE CENTERLINE OF THE CREEK AND ALONG SAID COMMON LINE THE FOLLOWING (2) TWO CALLS: 1) N 85°16'30" E a distance of 15.00' to a 1/2" REBAR FOUND; 2) N 85°16'30" E a distance of 1708.45' to An iron set ON THE COMMON LINE WITH THE LUISA C. BEARD PROPERTY. THENCE WITH SAID COMMON LINE THE FOLLOWING (3) THREE CALLS: 1) S 04°51'03" E a distance of 297.28' to An iron set; 2) S 80°03'48" E a distance of 375.13' to an iron set; 3) S 80°03'48" E a distance of 30.03' to a POINT IN THE CENTERLINE OF JIM JOHNSON ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY). THENCE ALONG SAID CENTERLINE THE FOLLOWING (4) FOUR CALLS: 1) S 14°02'53" W a distance of 55.83' to a POINT; 2) S 19°34'42" W a distance of 186.26' to a POINT; 3) S 19°34'42" W a distance of 21.46' to a POINT; 4) S 23°35'08" W a distance of 144.75' to a THE POINT AND PLACE OF BEGINNING, CONTAINING 1,362,206 SQ.FT. OR 31.272 ACRES, MORE OR LESS, ALL AS SHOWN ON SURVEY BY LAWRENCE J. WHITAKER OF GPA PRFESSIONAL LAND SURVEYORS DATED DECEMBER 7, 2021.

EXHIBIT C

Development Plan

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

EXHIBIT D

Development Schedule and Public Facilities Schedule/Scope of Work

1. Development of a seventy (70) unit single-family residential community, including all infrastructure improvements for water, sanitary sewer, paving, and drainage, in accordance with the approved Construction Documents for Cannon Manor.
2. Comply with the requirements of Section VI. "General Conditions" Subsection B, of the City Wastewater Allocation Policy.
3. Development Project is anticipated to be completed on or before December 31, 2027 but such construction shall not be an obligation of Developer.

EXHIBIT E

Sanitary Sewer Phasing Plan

SANITARY SEWER PHASE 1, CANNON MANOR SUBDIVISION (LOTS 1 - 18 AND 40 - 56)

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 4672749500000
DB 13515 PG 0124

LAIL, JACK W
PIN # 46720409740000
DB N/A PG N/A

BM"B"

BM"A"

ACOLINA OSCAR A
MONIUNA DELCIA A
PIN # 468204526900000
DB 09713 PG 0228

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 467283193000000
DB 13515 PG 0124

WHEEDEN, L
CRONE, KIMBERLY G
PIN # 4672047140000
DB 03007 PG 0315

HARRIS, WILLIAM DWIGHT L F EST
PIN # 467294597000000
DB 03002 PG 0315

N

CANNON RIDGE LN

TRAILING IVY WAY

CANNON RIDGE LN



GRAPHIC SCALE (IN FEET)

**SANITARY SEWER PHASE 2, CANNON MANOR SUBDIVISION
(LOTS 19 - 39, AND 57 - 64)**

LAILE JACK W
PIN # 46728469740000
DB 104 PG NA

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 46727485950000
DB 13515 PG 0124

MANOIR VISTA TRL

LOT 19-39, 57-64

ARCHIE DANIEL F
PINY # 46728461740000
DB 10800 PG 015

HARRELL WILLIAM DWIGHT I, JR
PIN # 46728460740000
DB 08200 PG 015

SHAVIS KEVIN H
PIN # 46728460740000
DB 07710 PG 0100

WATERFORD ON THE ROCKY
RIVER HOMEOWNERS ASSN INC
PIN # 46728310740000
DB 13515 PG 0124

MOULINA OSCAR A
PIN # 46820452690000
DB 09713 PG 0228

JIM JOHNSON RD (SR 1602)

CANNON RIDGE LN

GRAPHIC SCALE (IN FEET):

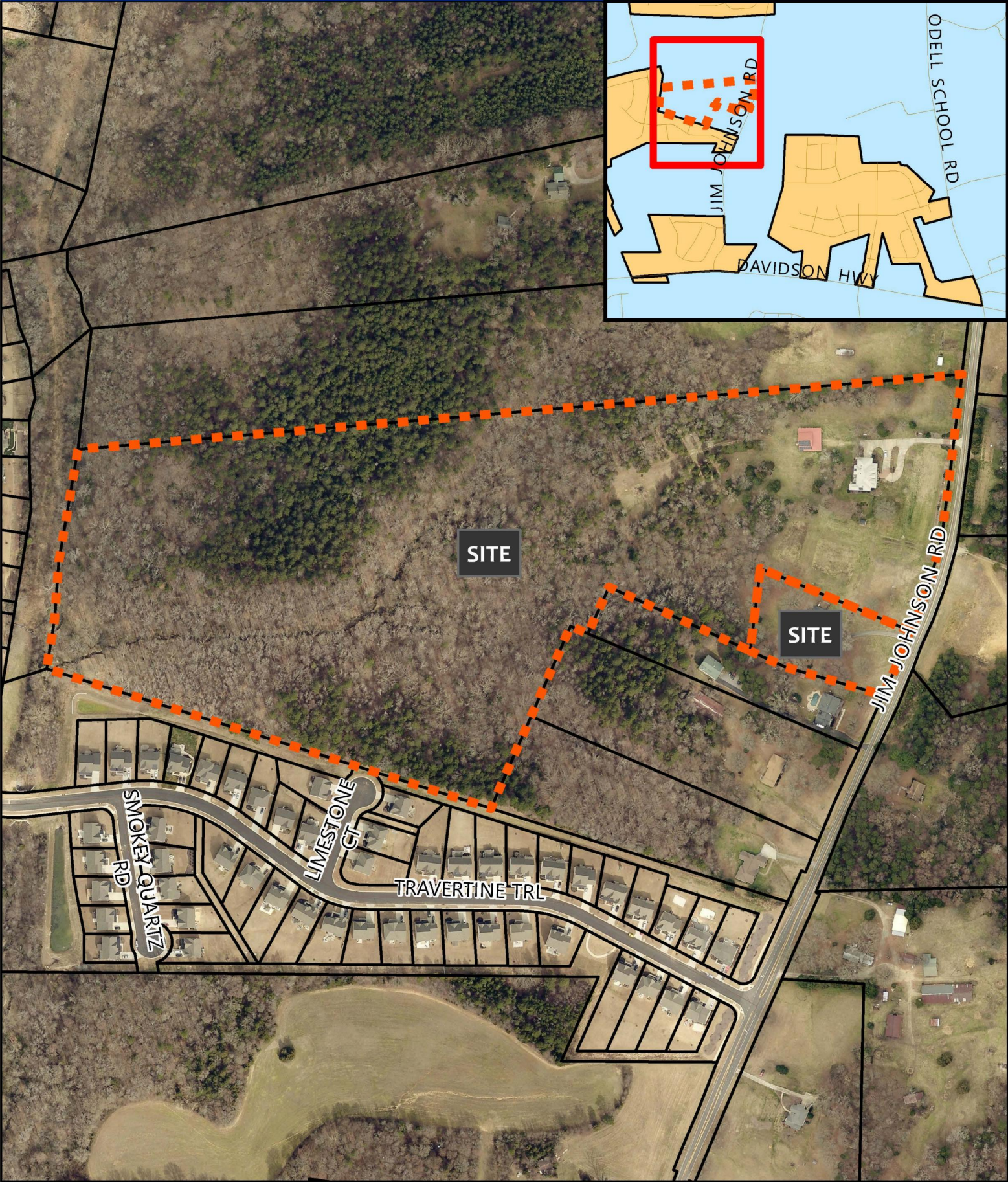
0 200 400

CANNON RIDGE LN



Vicinity Map

Case Number: CZ-2020-03
Applicant: Pulte Home Company, LLC
2975 Jim Johnson Rd





**City of Kannapolis
City Council Meeting
May 23, 2022
Staff Report**

TO: Mayor and City Council
FROM: Mayor Darrell Hinnant
TITLE Speakers from the Floor

A. Action Requested by City Council

If you would like to speak to Council on any matter, please fill out a white card that will be located on a round table just outside the Council Chambers. Please give the card to one of our Staff liaison. The Mayor will call you at the appropriate Speakers from the Floor time. Please limit comments to three (3) minutes.

MOTION TO ADJOURN

B. Required Votes to Pass Required Action

C. Background

D. Fiscal Considerations

E. Policy Issues

F. Legal Issues

G. Alternative Courses of Action and Recommendation

ATTACHMENTS:

File Name

No Attachments Available