KANNAPOLIS CITY COUNCIL

MEETING AGENDA
Kannapolis City Hall
401 Laureate Way, Kannapolis NC
July 11, 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

RECOGNITIONS

1. Presentation - Antoine Nelson Appreciation (Shane Pethel, Fire Marshall)

CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions

1. City Manager Authority to Execute Contracts and Other Instruments (Walter M. Safrit, II, City Attorney)
2. Resolution for Conveyance of the Property at 1101 Indiana Street (Sherry Gordon, Community Development Program Administrator)
3. FY 23 Fee Schedule Amendment (Kristin Jones, Assistant to the City Manager; Alex Anderson, Water Resources Director)
4. Amend the Position Classification Plan, Personnel Policy 400.01 (Tina Cline, Human Resource Director)
5. June 27, 2022 Work Session Minutes
6. June 27, 2022 Regular Meeting Minutes
7. June 27, 2022 Closed Session Minutes

BUSINESS AGENDA

A. Public Hearing and Development Agreement Relating to Approval of Sewer Allocation Permit(s) for the Bakers Creek development (Walter M. Safrit II, City Attorney and Richard Smith, Planning Director)

B. Public Hearing and Development Agreement Relating to Approval of Sewer Allocation Permit(s) for Emerson Glen development (Walter M. Safrit II, City Attorney and Richard Smith, Planning Director)

C. Resolution to amend 2030 Comprehensive Plan Future Land Use Designation (Richard Smith, Planning Director)

D. Appointments to the Community Improvement Commission (Sherry Gordon Community Development Program Administrator)

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
July 11, 2022
Staff Report

TO: Mayor and City Council
FROM: Shane Pethel Fire Marshall
TITLE Antoine Nelson Appreciation

A. Action Requested by City Council

Recognition Only

B. Required Votes to Pass Required Action

Presentation Only, no action required

C. Background

During the early morning of June 17, 2022, Antoine Nelson with the Cannon YMCA- Kannapolis Branch assisted Kannapolis Fire Department, Cabarrus County Emergency Management, and the American Red Cross to set up a shelter for needy Kannapolis residents who were displaced due to a severe storm. Mr. Nelson not only opened the YMCA for use as a shelter, but he additionally assisted with setting up cots, provided showers/restrooms, etc. He gave us full use of the YMCA as needed.

We appreciate Mr. Nelson for his dedication to citizens in Kannapolis despite the time of day and/or need.

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
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Walter M. Safrit, II, City Attorney
TITLE	City Manager Authority to Execute Contracts and Other Instruments

A. Action Requested by City Council

Motion to approve Resolution for Delegation of Authority to Award, Approve and Execute Contracts and Other Instruments.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

Council adopted a Resolution in June, 2014, authorizing the City Manager, Deputy City Manager and others as set out in the Resolution to take certain common administrative actions without further approval of City Council. As we gained experience with these actions it was clear that certain refinement and clarification should be considered. The original Resolution was amended in 2019 and January 2022. Minor wording changes include (Kb) Miscellaneous Contracts and Activities: added and Stormwater Control Agreements specifically including such agreements and all related documents pursuant Kannapolis Development Ordinance. (Deleted City of Kannapolis Code of Ordinances)

D. Fiscal Considerations

None

E. Policy Issues

The proposed delegated authority is for common and reoccurring functions which will facilitate the City Manager's administration of City business.

F. Legal Issues

Pursuant to N.C.G.S. §160A-12, when a power is conferred by charter or general law without direction or restriction as to how it is to be exercised or performed, such power may be carried into execution as provided by Resolution of the City Council.

G. Alternative Courses of Action and Recommendation

1. **Approve the Resolution for Delegation of Authority to Award, Approve and Execute Contracts and Other Instruments (Recommended).**
2. Amend and then approve the Resolution.
3. Do not approve the Resolution.
4. Defer action to a future meeting.

ATTACHMENTS:

File Name

BLACKLINED_RESOLUTION_DELEGATING_AUTHORITY_TO_AWARD_(6-30-22).docx

Resolution # _____

RESOLUTION

DELEGATION OF AUTHORITY TO AWARD, APPROVE AND EXECUTE CONTRACTS AND OTHER INSTRUMENTS

THE CITY COUNCIL FOR THE CITY OF KANNAPOLIS, NORTH CAROLINA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, North Carolina cities have been granted by statute certain corporate powers, including but not limited to, the power of contract, to acquire real property and the power to grant and release easements and encroachments in City property and rights of way; and

WHEREAS, pursuant to N.C.G.S. §160A-12, when a power is conferred by charter or general law without direction or restriction as to how it is to be exercised or performed, such power may be carried into execution as provided by resolution of the City council; and

WHEREAS, the power to award and contract for construction and repairs in an amount below the formal bid threshold as set forth in N.C.G.S. §143-129 and N.C.G.S. §143-131 is conferred without direction or restriction as to who may or must exercise or perform such authority; and

WHEREAS, with certain exceptions [including sole source and piggyback awards as set forth in N.C.G.S §143-129(e)(6) and (g)] the power to award and contract for the purchase of apparatus, supplies, materials and equipment above the formal bid threshold is conferred with provision for the delegation of such authority as set forth in N.C.G.S. §143-129 and the power to award and contract below the formal bid threshold as set forth in N.C.G.S. §143-131 is conferred without direction as to who must exercise such authority; and

WHEREAS, the power to acquire real property is conferred without direction or restriction as to who must exercise or perform such authority; and

WHEREAS, the power to grant or agree to encroachments and easements over, through, under or across City property or the right of way of any public street or alley is conferred without direction or restriction as to whom must exercise or perform such authority; and

WHEREAS, pursuant to N.C.G.S. §160A-272, the City council is authorized to delegate to the manager or other administrative officer its authority to lease or rent City owned property for terms of one year or less; and

WHEREAS, pursuant to N.C.G.S. §160A-312, the power to contract public enterprises is conferred without direction or restriction as to how it is to be exercised or performed; and

WHEREAS, pursuant to N.C.G.S. §160A-148, the manager is the chief administrator for the City and shall perform such duties as the City council may require or authorize; and

WHEREAS, the City Council of the City of Kannapolis ("City") finds that the efficiency of the City's operations will be enhanced if the Council, in a single resolution, authorizes the City Manager and the Deputy City Manager to (i) award, approve and execute contracts, and to further delegate certain such approval and execution authority, unless the law requires such award, approval or execution to be by its

City Council, and (ii) approve and execute other instruments required by City business as set forth herein without the delay occasioned by bringing such matters to the City Council for approval.

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

1.1 Authority to execute City Council approved contracts and instruments and to make non-substantial changes to such approved contracts and instruments.

The City Manager and the Deputy City Manager are authorized to (i) execute contracts and instruments awarded, approved or funded by the City Council or otherwise necessary for the proper administration of City offices, departments and agencies, and (ii) make changes, prior to execution, to a contract or other instrument approved, authorized or funded by the Council if the changes clarify or otherwise do not substantially alter the contract or instrument. This authority does not apply to deeds of the City (unless specific authority is given for such) or to contracts and instruments that the law requires be executed by the Mayor. The Finance Director and Deputy Finance Director are authorized to execute a Preaudit Certificate which meets the requirements of law.

1.2 Authority to make, award, approve, execute and amend contracts and other instruments.

Where there is no financial obligation for the City or when the City Council shall have approved a sufficient appropriation for the general contract purpose (i) in the current fiscal year's annual operating budget of (ii) as a capital project (jointly sometimes "budgeted appropriations"), the City Manager and the Deputy City Manager are authorized to make, award, approve, and execute contracts and instruments on behalf of the City of Kannapolis except as limited below, unless the law including any City ordinance, specifically requires award, approval or execution by the City Council. Such contracts shall include, by way of example and not by way of limitation, the following:

A. Informal Range Construction and Repair Contract. Construction and repair contracts where the reasonably expected expenditure does not exceed the informal bidding range as set forth in N.C.G.S. §143-129(a) (as amended from time to time), and amendments and change orders to such contracts provided such amendments or change orders (1) fit within the scope of the original project and (2) the reason for the change is something that was unanticipated or unforeseen at the time the original contract was awarded (i.e., change order criteria).

B. Formal Range Amendments and Change-Orders. Amendments and change-orders to construction and repair contracts in the formal bidding range under N.C.G.S. §143-129(a) when the change order criteria are met.

C. Purchase Contracts. Purchase contracts for apparatus, supplies, materials and equipment (materials and apparatus contacts) under N.C.G.S. §143-129(a) (as amended from time to time) and amendments to such contracts. This delegation includes authority to reject bids and to re-advertise. The Finance Officer and Deputy Finance Officer(s) are also delegated the non-exclusive authority to (i) award, approve, and execute materials and apparatus contracts, reject bids, and re-advertise to receive bids on behalf of the City, where the reasonably expected expenditure under the contract is less than $90,000.00 and (ii) to execute any materials and apparatus contract awarded or approved by the City Manager or Deputy City

Manager. (GS §143-129, GS§143-129.7, and GS §143-129.8). This authority shall allow an inclusion in the specifications for the purchase of apparatus, supplies, materials or equipment an opportunity for bidders to purchase as "trade-in" specified personal property owned by the City of Kannapolis and approve the award of a contract for both the purchase of the apparatus, supplies, materials or equipment, and the sale of the trade-in property.

D. Real Property Acquisitions. Contracts, including options and purchase agreements, to acquire real property and interests in real property for the City.

E. Leases.

a. Leases of City real or personal property (where City is the Owner) of one year or less (N.C.G.S. §160A-272). In connection with this authority, the manager or deputy manager is authorized to determine property or portions of property that are temporarily surplus to City needs (NCGS 160A-272).

b. Leases by the City of real property owned by others without restriction as to term (where City is the lessee) NCGS 160A-19.

c. Leases by the City of equipment and other personal property owned by others. (All leases should be approved by the Finance Department to ensure that the lease provides the most advantageous procurement method and to determine whether the lease requires capitalization, and otherwise comply with NCGS 160A-19 and Article 8 of Chapter 143).

F. Installment Purchase Agreements in accordance with N.C.G.S. §160A-20.

G. Encroachment Agreements and Easements as follows:

a. NCDOT and public utility providers such as PSNC, Duke Energy, and Windstream encroachment agreements for construction and/or repair projects.

b. Encroachment agreements and easements permitting access over, through, under or across City property or the right of way of any public street or alley in accordance with City of Kannapolis Ordinances, Standard Specifications and Details and policies.

c. Encroachment agreements over the land of others.

d. Grant of Easements, rights of way and the release of such interests upon city owned property pursuant to the provisions of N.C.G.S. 160A-273.

e. Abandon City rights of way, easements and lines no longer necessary for City purposes.

H. Grant applications when the amount of any City match is within budgeted appropriations and contracts for grant awards (unless Council authorization is required by the terms of the grant).

I. Service contracts for services provided to the City. Service contracts are divided into categories below solely for organizational purposes.

a. Architectural, engineering, land surveying and other professional service contracts ("AES Contracts") and amendments thereto in accordance with Article 3D of Chapter 143 of the General Statutes and City policies and procedures up to $50,000. This delegation includes authority to approve and execute amendments to AES Contracts originally approved by Council. The City Manager and Deputy City Manager shall have the exemption authority as set forth in policy adopted by Council.

b. Other legal, professional, technical service, property sale listing, and consulting contracts including amendments thereto. This delegation includes authority to approve and execute amendments to such contracts originally approved by Council.

c. Building, grounds and equipment maintenance and other service contracts and amendments thereto. This delegation also includes authority to approve and execute amendments to such contracts originally approved by Council.

d. Utility contracts, such as contracts for electric service, including the installation maintenance and repair of street lights, the provision of interim utility services in annexations and for electricity.

J. Services to Others. Contracts where services are provided by the City to others, including:

a. Intergovernmental mutual aid, intergovernmental participation and other governmental agreements (including memoranda of agreement and understanding), (but not Interlocal Agreements under N.C.G.S. §160A-460 *et seq)*, including agreements to provide mutual aid and assistance in restoring electric, water, sewer, or gas services in the event of natural disasters or other emergencies concerning public enterprises (GS §160A-318). The Police Chief may enter into agreements for temporary assistance to other law enforcement agencies as provided in N.C.G.S. §160A-288, §160A-288.2 and §90-95.2. Any such agreement for temporary assistance shall be in writing. The Police Chief shall ascertain that such agreements meet all requirements of N.C.G.S. §90-95.2. Such assistance may include temporary work, including undercover work, with officers of the requesting agency, and the lending or borrowing of equipment and supplies. The Police Chief shall develop such further standards and guidelines as may be necessary and appropriate.

b. Enterprise service contracts, including contracts for water supply, sewer service, or for other public enterprise services (G.S. §160A-322).

K. Miscellaneous Contracts and Activities.

a. Concession, license, sponsorship and similar contracts.

b. Development related contracts as authorized by the City Code of Ordinances or UDO, including municipal infrastructure reimbursement agreements, public enterprise reimbursement agreements, intersection and roadway improvement agreements, reimbursement agreements and Stormwater Control Agreements specifically including such agreements and all related documents pursuant to the Kannapolis Development Ordinance.

c. Employment agreements, employment related agreements and personnel policies necessary for administrative actions not requiring expenditures, in accord with City ordinances, except for employment agreements involving the City Manager.

d. Contracts with private solid waste collection firms and fire service reimbursements in annexations (N.C.G.S. §160A-58.57, N.C.G.S. §160A-58.58, N.C.G.S. §150A-58.59, and N.C.G.S. §160A-324).

e. Guaranteed energy savings contracts. (N.C.G.S. §143-64.17).

f. Standard Owner Affidavit and Indemnity Agreements (lien affidavits) in connection with City real estate transactions.

g. Estoppel certificates regarding Stormwater Agreements (lien affidavits) in connection with City real estate transactions.

h. Permits, applications and other forms required by State or Federal entities in connection with City activities or City participation in regional organizations or other groups.

i. Administrative actions implementing policies and projects of City Council.

j. Planning and development documents, plats, permits and approvals.

k. Estoppel, Subordination Agreements and Assignments.

l. Letters of Intent which create no binding agreements.

1.3 City Attorney authority.

Provided the City Council shall have approved a sufficient budgeted appropriation, the City Attorney is authorized to make, award, approve and execute contracts for legal and related services. The City Attorney shall review and approve all City contracts prior to execution by the appropriate staff member. The City Attorney may accept services of process on behalf of the City, execute Verifications for pleadings and waive conflicts of interest with other attorneys when, in the opinion of the City Attorney, such waiver is in the best interests of the City.

1.4 Sale of personal property.

The City Manager or the Deputy City Manager are authorized to declare surplus and dispose of any personal property in accordance with N.C.G.S. § 160A-266, N.C.G.S. §160A-267 and City policies and procedures. This authority is nonexclusive.

1.5 Appeal and settlement authority.

Provided the City Council shall have approved a sufficient budgeted appropriation, the City Manager and the Deputy City Manager, with the concurrence of the City Attorney, are authorized to approve and to execute contracts and instruments on behalf of the City and to take such actions as follows:

A. Contest Fines.

To contest any fine or other liability imposed against the City by a governmental authority that involves a fine or penalty.

B. Settle Worker's Compensation and other Litigation Claims.

To settle worker's compensation claims in any amount provided such settlement is within the guidelines of the North Carolina Workers' Compensation Act (NCGS Chapter 97) and the Workers' Compensation Rules of the North Carolina Industrial Commission, the administrative agency that oversees and administers such claims and/or settlements; and to settle condemnation actions brought by the City for any amount that is consistent with an appraised value; and to settle construction contract claims; and to settle any other claims against the City including but not limited to, employment related claims up to $75,000, for which there is no other settlement authority. The City Manager may waive nuisance abatement liens to facilitate the sale of property.

C. Negotiate Settlements.

To negotiate or authorize the City Attorney or legal professionals to negotiate settlements on behalf of the City exceeding $100,000 subject to and contingent upon subsequent City Council approval of any such proposed settlement once finally negotiated.

1.6 Trespass.

The City Manager and Deputy City Manager are granted the non-exclusive authority to exercise such authority as may reside in the City Council to notify others not to enter or remain on City property and to declare a trespass as provided in N.C.G.S. § 14-159.13.

1.7 Reports.

The City Manager or Deputy City Manager shall report to Council, on a quarterly basis all contracts and instruments executed by the manager during the relevant quarter that had a cost to the City of $90,000 or more.

1.8 Nuisances.

The City Manager shall exercise authority on behalf of the City pursuant to NCGS 160A-193 and NCGS Chapter 19 to summarily remove, abate or remedy nuisances which are dangerous or prejudicial to the public health or safety.

1.9 Further Delegation.

This grant of authority is non-exclusive. The City Manager and Deputy Manager may, in any case and for any reason, refer any contract or instrument within their approval authority to City Council for award or approval. The City Manager may, by Standard Operating Procedure or by written Notice of Delegation, delegate authority to make, award, approve, execute and amend contracts that are within the City Manager's authority and that have no cost to the City or have a reasonably expected expenditure of less than $90,000 to a department director and their associate director or equivalent position, and to delegate to the Finance Director and Deputy Finance Officers authority make, award, approve, execute and amend purchase orders that have a reasonably expected expenditure of less than $90,000 and to execute purchase orders in any amount that were approved or awarded by the council or City Manager, unless otherwise restricted by law or policy. The City Manager, and any delegate of the City Manager, shall comply with all statutory policy. The City Manager, and any delegate of the City Manager, shall comply with all statutory requirements related to any contract awarded or approved under the authority of this policy.

1.10 Supplemental Authority.

This grant of authority is in addition to authority granted in other resolutions, agreements or policies.

Adopted and effective this the ___ day of _____, 2022.

_____
Milton D. Hinnant
Mayor

Attest:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Sherry Gordon, Community Development Program Administrator
TITLE	Resolution for Conveyance of Property at 1100 Indiana St.

A. Action Requested by City Council

Approve the Resolution for Conveyance of the Property at 1101 Indiana Street

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The City of Kannapolis Community Development HOME funds were used to purchase a vacant lot at 1101 Indiana Street in 2011. The purpose in purchasing the land was to partner with Cabarrus Cooperative Christian Ministries (CCM) to relocate a residential dwelling on the lot that was being donated for transitional housing program for homeless families.

In the lease agreement provided to CCM on February 15, 2011 it was stated that the lease shall terminate ten (10) years from the commencement date but subject to the following set of condition, covenant, and restriction, which shall be incorporated in the deed or other binding documents given by the City to CCM:

(a) CCM shall use the dwelling to promote its charter, bylaws and program of work to provide residential facilities to low and moderate income citizens.

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

The City Clerk shall publish a notice after Council approval as required by law and the property may be transferred to CCM at any time after 10 days after publication of the notice.

G. Alternative Courses of Action and Recommendation

1. **Motion to approve the Resolution for Conveyance of the Property at 1101 Indiana St. to CCM (Recommended)**
2. Do not approve the resolution for conveyance of the property at 1101 Indiana St. to CCM.
3. Defer action to a future meeting.

ATTACHMENTS:

File Name

- Resolution_approving_Conveyance.pdf

CITY OF KANNAPOLIS
RESOLUTION APPROVING
CONVEYANCE OF PROPERTY
PURSUANT TO G. S. 160A-279

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation, if the city is authorized by law to appropriate money to the corporation; and

WHEREAS, North Carolina General Statutes, Chapter 160A, Article 19 (Part 8) authorizes a city to undertake programs for the assistance and care of its low and moderate income citizens and to contract and appropriate funds to private organizations in order to carry out such programs; and

WHEREAS, the City of Kannapolis currently owns the following described property (the "Property"):

> Lying in City of Kannapolis, Number Four Township, Cabarrus County, North Carolina and being Lots Nos. 14 and 15 in Block 3 as shown on map of CARTERSVILLE, a map of said property being on file in the office of Register of Deeds in Map Book 1, Page 59, also known as 1101 Indiana Street, Kannapolis, North Carolina.

WHEREAS, the City has negotiated an Agreement with Cabarrus Cooperative Christian Ministry, Inc. ("CCM") for the sale of a residential dwelling located on the Property; and

WHEREAS, CCM desires to use the residential dwelling located on the Property in accordance with its charter, bylaws and its programming requirements to provide a residential dwelling to a low or moderate income recipient; and

WHEREAS, the proposed use of the residential dwelling will assist the City in meeting the needs of its low and moderate income citizens.

THEREFORE, THE KANNAPOLIS CITY COUNCIL RESOLVES THAT:

1. The City Manager of Kannapolis is authorized to execute all documents necessary to convey fee simple defeasible title to the Property to CCM.

2. The conveyance will be gratuitous but subject to the following set of condition, covenant, and restriction, which shall be incorporated in the deed or other binding document given by the City to CCM:

   (a) CCM shall use the dwelling to promote its charter, bylaws and program of work to provide residential facilities to low and moderate income citizens.

3. The conveyance contemplated by this Resolution satisfies the requirements contained in the Lease Agreement between the City and CCM dated the 15th day of February, 2011.

4. The City Clerk shall publish a notice of this Resolution, as required by law and the property may be transferred to CCM at any time after 10 days after publication of the notice.

Adopted July 11, 2022.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Kristin Jones, Assistant to the City Manager Alex Anderson, Water Resources Director
TITLE	FY 23 Fee Schedule Amendment

A. Action Requested by City Council

Motion to adopt the amendment to the FY 23 Fee Schedule.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The biggest change to the fee schedule with the adoption of the FY 23 budget was the increase of the tap fee (for water and sewer) from $3,000 combined to $7,500 combined in order for the City to recover cost in providing this service. This increased the water tap fee on the 3/4 inch line by $1,950 overall or from $1,300 to $3,250 and the sewer fee by $2,550 overall or from $1,700 to $4,250. The increase on the water tap fee was only applied to the 3/4 inch line and **should have been adjusted incrementally by the $1,950 increase based on the size of the waterline.** The sewer line increase is only applied to the 4 inch line- per the fee schedule.

This amendment to the fee schedule increases the individual water tap fees by the same increase as the 3/4 inch, which was adopted with the FY 23 budget.

- The 1 inch service is increasing from $1,500 to $3,450
- The 1-1/2 inch is increasing from $1,800 to $3,750
- The 2 inch is increasing from $2,100 to $4,050

D. Fiscal Considerations

Adjusts the water tap fee by the approved $1,950 incremental increase based on the size of the water line.

E. Policy Issues

None.

F. Legal Issues

None.

G. Alternative Courses of Action and Recommendation

1. **Motion to adopt the amendment to the FY 23 Fee Schedule (Recommended).**
2. Do not adopt the amendment to the FY 23 Fee Schedule.
3. Table to a future meeting.

ATTACHMENTS:

File Name

- FY_23_Proposed_Fee_Schedule.pdf

Proposed Fiscal Year 2023 Fee Schedule

Amended July 11th, 2022

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Admin

Public Records	**Fee**
Copies of Documents (per sheet)	10 cents
Copies of Ordinances (each)	$10
Thumb Drive with Data	$ 5

Legal Notices	**Fee**
Legal Advertisements & Newspaper Ads.	$300 or actual cost, Whichever is greater.

HR

Employee Notices	**Fee**
Wage Garnishment Notice (each)	$14.35
Employee ID Badge replacement	$10.00

Police

Police Permits and Services		**Fee**
Fingerprinting	In-Town Residents	$15.00
	Out-of-Town Residents	$25.00
Sound Permits		$25.00
Pawn Brokers Permits		$275.00

Transportation

	Fee
Vehicle license fee	$30.00 (annually)

Downtown Parking

	1st Vehicle	2nd Vehicle	3rd Vehicle
Guaranteed Parking Permit (Vida Deck)	Vida Issued	$30.00 (monthly)	$60.00 (monthly)
Non-Guaranteed Parking Permit (Surface Lots Only)	Vida Issued	$15.00 (monthly)	$30.00 (monthly)
Lost Permit Replacement Fee	$5.00 (each)	$5.00 (each)	$5.00 (each)

Planning and Zoning

	Fee
Zoning Map Amendment: **plus applicable Legal Ad & Mailed notification fees*	$500.00
Conditional Zoning Map Amendment: **plus applicable Legal Ad & Mailed notification fees*	$600.00
UDO Text Amendment:	$400.00
Special Use Permit: **plus applicable Mailed notification fees*	$600.00
Variance, Appeal, Nonconformity Adjustment: **plus applicable Mailed notification fees*	$300.00
Mailed Notification Fees:	
1-20:	$25.00
21-50:	$75.00
50-100:	$175.00
Over 100:	$300.00
Grading Permit *(without Site Plan)*: **plus $25 per additional acre*	$50.00
Driveway Permit:	$25.00
Zoning Clearance Permit (Fees are for each item separately, even if combined in a single zoning clearance permit application)	
Residential 1F:	$25.00
Residential 2F:	$25.00
Multi-family *(5 units or less)*:	$250.00
Multi-family *(more than 5 units & whichever is greater)*:	$300.00 or $.04/SF
Accessory *(Residential and Non-Residential)*	$25.00

Non-Residential	$30.00
Temporary Use	$50.00
Temporary Construction Trailer	$50.00
Home Occupation	$50.00
Signs	$40.00
Certification Letter	$25.00
**Zoning, Watershed, Floodplain, demo permits, etc.*	
Change of Use permits:	$30.00
Site Plan Review (Multi-family Residential & Non-Residential):	$200.00
**plus $100 per additional acre*	
Subdivision Fees	
Plat Exception:	No Charge
Minor Subdivision Plat Review:	$50.00
Minor Subdivision Plat Revision:	$40.00
Preliminary Major Subdivision Plat Review	$400.00 (*plus $30 per lot*)
Preliminary Major Subdivision Revision	$50.00 (*Minor Amendment*)
Final Subdivision Plat Review	$200.00
Final Subdivision Plat Revision	$40.00

PUBLICATION FEES.

Land Use Plan	$25.00
Kannapolis Development Ordinance	$50.00
• Map – Extra Large: (36”X48”)	$20
• Maps – Large: (24”X36”)	$15
• Maps - Medium: (18”X24”)	$10
• Maps – Small: (8.5”X11”)	$5

** All fees established are due and payable at the time of product delivery or upon initial submittal of any item or items to be reviewed, processed or approved. All fees are non-refundable with the following exception: 75% of processing and notification fees for map amendments listed in Part 1 of this ordinance may be refunded if an application is withdrawn within seven (7) days following a pre-hearing neighborhood meeting.
** There will be a $25.00 returned check fee for any check received by the City.

Fire

REQUIRED CERTIFICATE OF COMPLIANCE	**Fee**
Certificate of Compliance	
1-1,000 SF	$20.00
1,001-20,000 SF	$50.00
20,000-50,000 SF	$100.00

50,000-70,000 SF	$200.00
Every 20,000 SF over 70,000 SF is an additional	$50.00
Certificate of Compliance Re-inspections	$ 50.00
Plan Review	
Construction	$50.00+ .025/sf
Up-Fit	$50.00+ .025/sf
Site Plan	$50.00
Re-review fee	$50.00
* *applied on third submittal & each re-submittal thereafter*	
Hydrant flow test (fee per hydrant)	$150.00
Temporary Power Inspection	$50.00
Load Merchandise Inspection	$50.00

(1) For multi-tenant building, fees are per tenant.
(2) For multiple building owned by the same owner(s), fees are per building as defined by the NC Building Code, Vol. 1.
(3) Individuals or companies that have not secured permits or Certificates of Compliance prior to beginning work or occupying the structure shall be charged double the listed amount.
(4) Re-inspections of the sprinkler system, fire alarm system, or building for Certificate of Compliance will result in an additional fee per inspection.

REQUIRED CONSTRUCTION PERMITS

	Permit Fee	**Test Fee**
Automatic Fire Extinguishing Systems (Ansul/Sprinkler)	$150.00	$150.00**
Compressed Gases	$150.00	$150.00
Fire Alarm & Detection Systems	$150.00	$150.00**
Fire Pumps	$150.00	$150.00
Flammable & Combustible liquids	$150.00	$150.00
Hazardous Materials	$150.00	$150.00
Industrial Ovens	$150.00	$150.00
Spraying or Dipping Operations	$150.00	$150.00
Standpipe Systems	$150.00	$150.00

NOTE: Any system installation prior to plan review and/or a permit being issues will incur a double fee.
Any structure over 70,000 SF x .002 + $150 **
(DOES NOT INCLUDE HOOD SYSTEM/ANSUL)

REQUIRED OPERATION PERMITS	**Fee**
Amusement Buildings	$150.00
Carnivals and Fairs	$300.00
Covered Mall Buildings	$150.00
Exhibits and Trade Shows	$2,500/yr or $150.00/event
Explosives (blasting)	$100/1-day or $300/90-days
Liquids Use, Dispensing, Storage, Transportation	$150.00
UGST/AGST Install, Alter, Remove, Abandon	$250.00/site
Change in Liquid in Tanks	$150.00

Liquid Dispensing – AGST/UGST to Vehicles	$150.00
Liquid Dispensing – Tanker to Vehicles	$150.00
Pyrotechnic Special Effects Material (Fireworks)	$300.00/day & site
Spraying or Dipping	$150.00
Tents & Canopies	$50.00/tent

REQUIRED OTHER CHARGES/FEES

	Fee
Environmental Site Assessment Research	$25.00 per hour (*one hour minimum*)
Fire Flow request/Special Request (fee per hydrant)	$150.00/hydrant
Stand-by firefighters	$20.00/hr per firefighter
* *when required by fire official or requested by occupant*	
After Hours Inspection – Special Request	$35.00/hr (*minimum of 2 hours*)
After Hour Plan Review – Special Request	$150.00/submittal
Other inspections by request	$100.00
Knox/Lock Box Maintenance (Found with incorrect key)	$100.00
Re-inspections (third visit or additional inspections)	$50.00
State License Inspection Fee (ABC, State Bar, etc.)	$100.00
Daycare & Nursing Home License Inspection Fee	$ 75.00
Group Home License Inspection Fee (annually)	$75.00
Foster License Inspection Fee (annually)	$20.00 (s*econd visit $50.00*)
Fire Incident Report Copy(s)	$1.00 (*per report*)
Fire Extinguisher Recharge use for class	Current Market Rate per Ext.
Fire Extinguisher Program (Training Class)	$ 50.00/On-site (Fire Station/City Hall)
Fire Extinguisher Program (Training Class)	$75.00/Off-site at Requested Business

ANNUAL FIRE INSPECTION PROGRAM

	Fee
First Inspection (initial)	$0.00
Second Visit Re-inspection	$0.00
Third Visit Re-inspection	$50.00
Fourth Visit Re-inspection	$100.00

Additional Re-inspections will increase at $50 per inspection until violations are corrected.

HAZARDOUS MATERIALS FEES:

Solids (lbs)	**Liquids (gals)**	**Gases (SCF)**	**Fee**
< 501	< 56	< 201	$50.00
501 – 5,000	56 – 550	201 - 2000	$150.00
5,001 – 25,000	551 – 2,750	2,001 – 10,000	$200.00
25,001 – 50,000	2751 – 5500	10,001 – 20,000	$250.00
50,001 – 75,000	5501 – 10,000	20,001 – 40,000	$300.00
>75,000	> 10,000	>40,000	$300.00

pound ***(plus .01/per gallon//scf in excess of listed amount)*

NOTE: Excluding LPG/Medical gases

LPG (Excludes LPG used ONLY for heating and cooking)	$150.00/tank
Medical Gasses	$150.00/tank
Radioactive Materials any amount	$125.00

STAND-BY PERSONNEL/EQUIPMENT

	Fee(work hrs.)	Fee(Overtime)
Ladder/Hazmat	$**125.00**/$95.00	
Engine/Tanker	$95.00	
Crash Truck/ Heavy Rescue	$95.00	
Rescue Units	**$95.00**	
Mobile Command Unit/Bus	$30.00	
USAR	$28.00	
Light Vehicles (Cars/Pick-ups)	$17.00/$27.00	
Trailers	$10.25	
Mules/ATV	$8.00	
Assistant Chief/Division Chief	**$35.87**	**$53.81**
Battalion Chief	**$23.39**	**$35.08**
Fire Captain	**$21.21**	**$31.82**
Engineer	**$17.45**	**$26.18**
Firefighter	**$15.07**	**$22.61**
Risk Reduction Personnel	**$25.49**	**$38.24**

Based on Stand-by per quarter hour, minimum 2 hours.

HAZMAT SUPPLIES

Item	Rate
Level "A" (enclosed, splash, and vapor protection)	
Large-XLarge	1775.00
2XLarge	1975.00
Level "A" Suits (Flash protection)	
Large – Xlarge	2495.00
XXLarge	2695.00
Level B Suits (Splash protection)	
S- XLarge	170.50
2XL to 4XL	207.00
Tyvek Disposable Coveralls	17.00
Butyl Gloves	76.25 pair
Silver Shield Gloves	10.95 pair
Nitrile Gloves	5.30 pair
Rain fair Latex Nuke Boots (yellow over boots)	6.00 pair
Chem-Tape (for sealing gaps in suits at sleeve, ankle, hood and storm flap)	42.00
Pipettes	1.00 ea
Boom 8 x 10	72.64
Boom 3 x 10	10.77
Boom 3 x 4	6.40
Absorbent	15.00/bag

Item	Rate
Absorbent pads 17”x19” (Universal, oil only and Haz-Mat)	.75 ea
Absorbent Pillows 16”	5.07 each
Absorbent Padding Roll (Universal) 30”x150’	105.00 roll
Pail of Acid Neutralizer 40 lb.	132.95
Pail of Base Neutralizer 40 lb.	360.00
Soda Ash 50lb. bag	45.25
55 gallon drums	99.00
Overpack Drum	189.00
20 gallon containment Pool	82.00
66 gallon containment Pool	120.00
100 gallon containment Pool	193.95
150 gallon containment Pool	206.95
Drain seal/inlet guard	78.40
3’x2’ Magnet Drain Cover	95.60
2’x2’ Magnet Drain Cover	63.80
Large Wooden Cone Plug	10.00
Small Wooden Cone Plug	5.00
Plug N Dike	28.00
Flow Stop Football	88.00
Flow Stop Golfball	46.00
Foam Class B (Thuderstorm)	37.00/gallon
Foam Class A	12.75/gallon
Drager CMS Chips	
Acetic Acid 2 -50 ppm	77.95
Acetone 40-600 ppm	81.25
Ammonia 2-50 ppm	55.31
Ammonia 10-150 ppm	55.31
Benzene 10-250 ppm	147.91
Benzene 0.2-10 ppm	144.65
Carbon Dioxide 200-3000ppm	55.52
Carbon Dioxide 1000-25000ppm	55.52
Carbon Monoxide 5-150ppm	53.70
Chlorine 0.2-10 ppm	55.31
Formaldehyde 0.2-5 ppm	75.85
Hydrochloric Acid 1-25 ppm	70.17
Hydrogen Peroxide .2-2 ppm	79.49
Hydrogen Sulfide 2-50 ppm	55.31
Methanol 20-500 ppm	89.20
Nitrogen Dioxide .5-25 ppm	55.24
Nitrous Fumes (NO + NO2) 0.5-15ppm	53.70
Perchloroetheylene 5-500 ppm	64.74
Petroleum Hydrocarbons 100 – 3000ppm	78.53
Petroleum Hydrocarbons 20-500ppm	79.42
Phosgene .05-2.0ppm	89.20

Item	Rate
Phosphine 1-25 ppm	66.91
Sulfur Dioxide 0.4-10 ppm	55.24
Trichloroethylene 5 – 100 ppm	64.00
Vinyl Chloride 0.3-10 ppm	70.87
Drager and GasTec Detector Tubes	
Acetaldehyde 100-1000ppm	66.71
Acetic Acid 5-80ppm	62.81
Ammonia 5-700ppm	55.75
Carbon Dioxide 0.5-20% Vol	88.30
Chlorine 0.3 – 5ppm	66.03
Chlorine 50-500ppm	63.97
Chlorobenzene 5-200ppm	63.97
Clan Lab Simultaneous Test Set	75.92
Cyanogen Chloride .25-5ppm	85.03
Haz-Mat Simultaneous Test Set 1 (inorganic)	127.16
Haz-Mat Simultaneous Test Set 2 (inorganic)	127.16
Haz-Mat Simultaneous Test Set 3 (organic)	127.16
Hydrocyanic Acid 2-150ppm	58.26
Hydrogen Cyanide 0.36-120 ppm	78.51
Hydrogen Flouride .5-90ppm	67.44
Nitrogen Dioxide 0.1-30ppm	80.12
Nitrogen Dioxide 0.5-125 ppm	52.97
Organic Arsenic Qualitative	80.26
Organic Basic Nitrogen Comp 1mg/ m3	85.73
Phenol 0.4-187 ppm	80.97
Phosphoric Acids Esters Up to .05ppm	104.94
Thioether 1mg/ m3	86.08
Vinyl Chloride 0.25-54 ppm	80.26
Decon Pools/Burms	360.00 ea
Chemical Classifiers Strips	10.00 ea
PH Papers	10.00 roll
Chemical Agent Detection Paper/Tape	50.00 ea
35 gallon trash can	30.00
Drum Sampler Tube	7.00 ea
Decon Solution	88.00/gallon
Tarp	57.00 ea
Mercury Spill Kit	24.00 ea
1 lb of 8p nails	3.47
1 lb of 16p nails	4.20
1 lb of 3” deck screws	9.94
4’ x 8’ 7/16” OSB Sheathing	7.25
4” x 6” x 12’ Lumber	22.00
4” x 4” x 16’ Lumber	21.00

Item	Rate
2” x 4” x 16’ Lumber	7.00

Parks

VILLAGE PARK SHELTERS

	½ Day Rental	Full Day Rental
Shelter A		
Resident	$25	$40
Non-Resident	$32	$55
Shelter B		
Resident	$45	$80
Non-Resident	$55	$100
Shelter C		
Resident	$25	$40
Non-Resident	$32	$55
Shelter C- Saturdays - 2 hour rental		
Resident	$15	
Non-Resident	$20	
Shelter D		
Resident	$35	$60
Non-Resident	$45	$80
Shelter E		
Resident	$25	$40
Non-Resident	$32	$55
Rental of all 4 shelters		
Resident	$110	$144
Non-Resident	$200	$270

Descriptions of Shelter Areas:

Village Park Shelter A – **use by reservation only**
Shelters A & C hold approximately 36 people and have 6 picnic tables. These shelters offer power receptacles and grills. They are located close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter A is $25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $40. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter B – **use by reservation only**
Shelter B holds approximately 96 people and has 16 picnic tables. Shelter B offers power receptacles and a grill. This shelter is close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter B is $45 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $80. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter C – **use by reservation only**
Shelters A & C hold approximately 36 people and have 6 picnic tables. These shelters offer power receptacles and grills. They are located close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter C is $25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $40. BIRTHDAY PARTY TIME BLOCKS: On Saturdays, Shelter C may be reserved in 2-hour time blocks. (9:30 – 11:30, 12:00 – 2:00, 2:30 – 4:30, 5:00 – 7:00). Cost for residents to reserve a 2-hour time block is $15.00.

Two Hour time blocks and half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter D – **use by reservation only**
Shelter D holds approximately 60 people and has 10 picnic tables. Shelter D offers power receptacles and a grill. This shelter is close to the splash pad, carousel, train and playground. Cost for a resident to reserve Shelter D is $35 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $60. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

Village Park Shelter E – **use by reservation only**
Shelter E holds approximately 24 people and has 4 picnic tables. Shelter E offers power receptacles and a grill. This shelter is located adjacent to the playground and close to the splash pad, carousel and train. Cost for a resident to reserve Shelter E is $25 for a half day (9 – 2:30pm or 3 – 8:30pm). Cost for a full day (9 – 8:30pm) is $40. Half day reservations may be made on-line; to make a full-day reservation, please call our office at 704-920-4343.

BAKERS CREEK PARK SHELTERS

	½ Day Rental	Full Day Rental
Shelters 1, 2 &3		
Resident	$40	$65
Non-Resident	$47	$72
Shelter 4		
Resident	$25	$45
Non-Resident	$32	$52
Shelter (930 West 8th Street)	$50	
Individual Picnic Sites:		
Site A (3 tables, 1 grill, seats 20 - 24)	$15	$30
	½ Day Rental	Full Day Rental
Site B (2 tables, 1 grill, seats 12 - 15)	$10	$20
Site C (2 tables, 1 grill, seats 12 - 15)	$10	$20
Site D (1 table, 1 grill, seats 8-10)	$5	$10

Descriptions of Shelter Areas:

Bakers Creek Park Large Picnic Shelters – **use by reservation only**
Shelters 1 & 2 hold up to 90 people and Shelter 3 holds up to 125 people. These large picnic shelters offer water, lights, receptacles, grills and horseshoe pits.

Bakers Creek Small Shelter Picnic Site (Shelter #4) – **use by reservation only**
This one covered picnic site is available that holds up to 30 people. Four large picnic tables and a grill are included. No power, water or horseshoe pits are available. Located adjacent to playground.

Mountain Street Park (Bakers Creek Park Expansion) Shelter – **use by reservation only**
The Expansion Park, located at the corner of **930 West 8th St. and Mountain St**., offers four picnic tables, a grill, playground, two sand volleyball courts, horseshoe pits and restrooms. Limited parking is available. Good for small groups under 30 people. For use only daily, no half-day rentals.

OTHER FEES

- Excessive Cleaning (see policy): $30/hr.
- Police Officer: If required, rate will be provided during application submission

HOURS

- Business Hours: 8:00AM – 5:00PM (Mon – Fri)
- After Business Hours: Nights and Weekends
- Holidays: Any designated City holiday

VILLAGE PARK AMPHITHEATER

Refundable Security Deposit: $500

Resident for-profit:	$550
Resident non-profit:	$350
Non-Resident for-profit:	$1,050
Non-Resident non-profit:	$800
Staffing (2 staff required):	$25/per hour (3hr minimum)
Parking:	$12/per hour per person

EXTRA FEES

Set-up	$200
Clean-up	$300
Sound	$250

** each additional hour after 5 hours is $50/hour*

SPLASH PAD — $1.50/per person per day
children 1 year of age and under are free

TRAIN — $1.50/per person per ride
children 1 year of age and under are free

CAROUSEL — $1.50/per person per ride
children 12 months of age and under are free

*10% off for the purchase of 10 tickets or more for the train/carousel; or 10% off the purchase of 10 wristbands or more for the splashpad

CAROUSEL/TRAIN PHOTO SHOOTS — $30/hr. (1 hour minimum)
**Only permitted during non-operational hours for both*
**No earlier than 8 am and not later than 9 pm*

FAST PASS — $5.00

SENIOR TRIPS — Variable

YOUTH ATHLETICS — $40 Residential

$60 Non- Residential

GYM RENTALS *(KMS city schools)*

- $30/ per hour Residential
- $40/per hour Non-Residential

CEMETERY FEES

- Transfer of burial rights within a family: $25.00
- Transfer of burial rights outside of immediate family members: $200.00/per plot
- Transfer of vacant plots to the City: No Charge
- Burial Fee (must be paid prior to burial): $150.00/per plot
- Security deposit to ensure marker (must be paid prior to burial): $250.00

GEM THEATRE

Movie Tickets

Before 6pm *(all tickets)*	$4.00
After 6pm:	
Children and Seniors:	$4.00
Adults:	$5.00

Special Event Room: $200

Special Events for whole theater: $1,000
(Example: PTA event for children)

School Groups for special movie showing: $200 *minimum*
($2.00 per person afterwards)

Theater for shows (outside normal hours): $250 *minimum*
($4.00 per person afterwards)

Special Message on the Marquee: $50.00

	Kannapolis Based Organization (Resident)	**Non-Kannapolis Based Organization (Non-Resident)**
Softball field without lights	$10.00 per hour per field	$15.00 per hour per field
Softball field with lights	$20.00 per hour per field	$30.00 per hour per field
*There will also be a $15.00 per field/per time that fields are lined and dragged.		
Soccer field without lights	$15.00 per hour per field	$20.00 per hour per field
Soccer field with lights	$26.00 per hour per field	$35.00 per hour per field

Fields available for reservations:			
	Fence distance Field size	Base distance options	Pitching distance options

Bakers Creek Park softball field (1 available)	285 ft	65’	50’
Safrit Park softball fields (2 available) 1415 Bethpage Road	300 ft	60’, 65’, or 90’	46’ or 54’
Safrit Park soccer field (1 available) 1415 Bethpage Road	225 x 360	N/A	N/A
Kannapolis Middle School (baseball field) 1445 Oakwood Avenue	305 ft	90’	mound
Kannapolis Middle School (softball field) 1445 Oakwood Avenue	225 ft	65’	
Kannapolis Middle School (football & soccer field) 1445 Oakwood Avenue			

Rainout Hotline & Program Information number: 704-920-4344
In cases of inclement weather, the Kannapolis Parks and Recreation Department reserves the right to close any athletic field for safety or maintenance concerns. The hotline will be updated at 4:00 p.m. on each questionable day. Please call the number above to see if your games are being played or not.

Rate	Lining	Turface	Additional Fees	Lights	Deposit
$150/day per field	one free lining then $15/prep	$12/bag	$75 gate, 100% concession	$15/hr. per field	$100

Tournament Cancellations:
A tournament that is cancelled after 5:00 PM on Wednesday (non-weather related) will be charged $100 for the first cancellation, $100 for a second cancellation and $100 for a third cancellation. Aside from the $100 cancellation fee, all remaining tournaments will be removed if the user has canceled a tournament for a third time.
A tournament that is cancelled after 5:00 PM on Wednesday (weather-related) will be credited with the rental fee for a future date. Please note all weather-related cancellation will be subject to approval.
If the tournament is cancelled by the Parks and Recreation department due to weather after it has begun, the following format will be used to determine the amount of credit for future field rentals:
Less than ½ of the tournament has been played, 100% of remaining tournament fees will be credited
More than ½ of the tournament has been played, 50 % of remaining tournament fees will be credited

	Kannapolis Based Organization (Resident)	Non-Kannapolis Based Organization (Non-Resident)
Tennis court	$3.00 per hour per court	$5.00 per hour per court
Tennis court lights	$4.00 per hour	$4.00 per hour
*Light fee covers all lights at tennis complex.		

Special Event Fees

Police: The Special Events Committee, in consultation with the Kannapolis Police Department, shall determine the number of police officers required to appropriately manage street closures and for internal security, as well as the time when such services shall commence and end. Applicants will be invoiced before the event at the rate of $35.00 per hour per police officer assigned to the event. These fees are due one (1) week before the event.

Fire and EMS: The Special Events Committee, in consultation with the Kannapolis Fire Department will determine the number of Emergency Medical Personnel required as well as the time when such services shall commence and end. Applicants will be invoiced before the event at the rate of $35.00 per hour per firefighter/EMS assigned to the event. These fees are due one (1) week before the event.

Street Closure Equipment: The Special Events Committee, in consultation with the Kannapolis Public Works Department, shall determine the need for traffic control equipment to appropriately manage street closures. Applicants will be notified of the recommended controls. The applicant may rent the equipment at the rate of $175.00 per event. These fees are due one (1) week before the event.

Greenway Event Usage: For events held on a Kannapolis Parks and Recreation maintained Greenway usage must be pre-approved by the Special Events Committee.

Insurance: If an event requires a street or sidewalk closure then Comprehensive General Public Liability Insurance is required: $1, 000,000 per person per occurrence with a $2,000,000 aggregate naming the City of Kannapolis as additionally insured. **Certificate should be specifically worded: "The City of Kannapolis, its officers, employees, and agents are additionally insured". If alcohol is being served at the event, Liquor Liability is required to be included in the Certificate of Insurance. Proof of insurance is required at least 30-days before the event.

Current Special Events Permit Fee Schedule: Fees for special events and neighborhood block parties will utilize the below fee schedule.

Permit fees are non-refundable and are subject to change.

Parade, Walk, or Run:	$125
Festival/Exhibition Shows:	
Non-Profit without Sales	$100
For- Profit Organizations	$200
Neighborhood Block Parties:	$50

Fees are not applicable if the event is contained to private property and requires no City resources.

Water and Sewer Fees

WATER RATES	Inside City	Outside City
Individual Water Service: (less than 2 inch) (Note 1)		
• Tier 1 per 1,000 gallons *(0-7,000 gals)*	$ 6.80	$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	$ 7.09	$ 8.30
• Irrigation per 1,000 gallons	$ 7.09	$ 8.30
* Base monthly charge (Note 2)	$ 6.95	$ 8.15
* monthly rate for unmetered service – residential only (Note 3)	$ 47.60	$ 55.65
Private Water Systems (more than one user):		
• Tier 1 per 1,000 gallons *(0-7,000 gals)*	$ 6.80	$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	$ 7.09	$ 8.30
• Irrigation per 1,000 gallons	$ 7.09	$ 8.30
* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant	$ 6.95	$ 8.15
Commercial Water Service		
• Tier 1 per 1,000 gallons *(0-7,000 gals)*	$ 6.80	$ 7.95
• Tier 2 per 1,000 gallons (over 7,000 gals)	$ 6.80	$ 7.95
• Irrigation per 1,000 gallons	$ 7.09	$ 8.30
*base monthly charge	$ 6.95	$ 8.15
Fire Line Service: *(incremental charge based on size of line)*		
monthly service rate (4 inch or less) *no increase	$ 47.60	$ 55.65
monthly service rate (6 inch) $16 increase	$ 63.60	$ 71.65
monthly service rate (8 inch) $24 increase	$ 71.60	$ 79.65
monthly service rate (10 inch) $42 increase	$ 89.60	$ 97.65
monthly service rate (12 inch) $73 increase	$ 120.60	$ 128.65

SEWER RATES	Inside City	Outside City
Individual Sewer Service:		
* per 1,000 gallons water used	$ 6.70	$ 6.70
* base monthly charge	$ 3.80	$ 3.80
* monthly rate for unmetered service – residential only	$ 46.90	$ 46.90
Private Sewer Systems (more than one user):		
* per 1,000 gallons based on master meter	$ 6.70	$ 6.70

* base monthly charge per user as determined by number of dwelling units or commercial spaces on site, occupied or vacant (Note 2)	$ 3.80		$ 3.80

(Note 1) Water rates for customers with 2 inch meter or larger shall pay inside City rates.
(Note 2) All City customers will pay the base charge in addition to the per 1,000 gallon charge. Master metered customers will pay the base charge times the number of units served in addition to the per 1,000 gallon charge. Residential water customers using metered service for irrigation purposes only, shall not (during periods when level II or higher water restrictions are in effect) be billed a minimum bill for zero (-0-) usage.
(Note 3) Unmetered service is based upon an average bill of 7,000 gallons usage within a given month.

WATER TAP AND CONNECTION FEES	**Inside City**		**Outside City**	
Individual Water Tap Fees:				
* 3/4" service (installation by City)	$ 3,250.00	*	$ 3,250.00	*
* 1" service (installation by City)	$ 3,450.00	*	$ 3,450.00	*
* 1-1/2" service (installation by City)	$ 3,750.00	*	$ 3,750.00	*
* 2" service (installation by City)	$ 4,050.00	*	$ 4,050.00	*
* Larger than 2" (installation by customer or City)	All Cost Borne By Customer		All Cost Borne By Customer	
Fire Line Service Tap:				
* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer	
Tap on of New Water Main to Existing:				
* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer	

Individual Water connection fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note A)

Water meter Size			
* 3/4" service	$ 1,350.00		$ 1,350.00
*1” service	$ 3,000.00		$ 3,000.00
* 1-1/2” service	$ 6,000.00		$ 6,000.00
* 2” service	$ 9,600.00		$ 9,600.00
* 3” service	$ 18,000.00		$ 18,000.00
* 4” service	$ 30,000.00		$ 30,000.00

* 6” service	$ 60,000.00		$ 60,000.00
* 8” service	$ 96,000.00		$ 96,000.00
* 10" service	$ 138,000.00		$ 138,000.00

(Note A)

(1) Tap fee and connection fee shall be per lot or per unit to be served. Commercial Customers shall be all cost borne by customer and the tap fee is waived.

(2) Master metered developments shall pay a connection fee for each lot or individual unit served or fee for meter size whichever is greater.

(3) Connection fee due from residential developers shall be paid before issuance of the zoning clearance permit. (Tap fees are waived where developer has installed water systems in accordance with City Ordinance.)

(4) Connection fee is due from commercial and industrial developers before zoning permits can be issued by the City.

(5) Connection fee for residential customers where a tap fee is also due shall be paid before tap is installed by the City.

(6) Residential and commercial developers who have preliminary plats approved by the City before December 18, 2000 shall be exempt from paying the connection fee.

(7) Commercial and industrial developers who are not required to obtain plat approval shall be exempt from paying the connection fee if zoning permits have been issued by the City prior to December 18, 2000. (Manufactured home parks and multi-family apartment complexes are included as commercial developers).

(8) All applicable fees must be paid before receiving City water service.

SEWER TAP AND CONNECTION FEES	**Inside City**		**Outside City**
Individual Sewer Service Tap Fees:			
* 4" service (installation by the City) (includes any size pumped by customer)	$ 4,250.00		$ 4,250.00
* 6" or larger or where utility encasement may be required (installation by customer or City)	All Cost Borne By Customer		All Cost Borne By Customer
Tap on of New Sewer Line to Existing:			
* All sizes (installation by the customer)	All Cost Borne By Customer		All Cost Borne By Customer

Individual Sewer Connection Fees: These fees were derived from meter factors as developed in the American Water Works Association Standards Manual. (See Note B)

Water meter Size

* 3/4" service	$ 1,000.00		$ 1,000.00
*1” service	$ 1,625.00		$ 1,625.00
* 1-1/2” service	$ 3,250.00		$ 3,250.00
* 2” service	$ 5,200.00		$ 5,200.00

* 3” service	$ 9,750.00		$ 9,750.00
* 4” service	$ 16,250.00		$ 16,250.00
* 6” service	$ 32,500.00		$ 32,500.00
* 8” service	$ 52,000.00		$ 52,000.00
* 10" service	$ 74,750.00		$ 74,750.00

(Note B)

(1) Tap fee and connection fee shall be per lot or per unit to be served. Commercial Customers shall be all cost borne by customer and the tap fee is waived.

(2) Master metered developments shall pay a connection fee for each lot or individual unit served or fee for meter size whichever is greater.

(3) Connection fee due from residential developers shall be paid before issuance of the zoning clearance permit. (Tap fees are waived where developer has installed sewer systems in accordance with City Ordinance.)

(4) Connection fee is due from commercial and industrial developers at the time of application for service.

(5) Connection fee for residential customers where a tap fee is also due shall be paid before tap is installed by the City.

(6) Residential and commercial developers who have preliminary plats approved by the City before December 18, 2000 shall be exempt from paying the connection fee.

(7) Commercial and industrial developers who are not required to obtain plat approval shall be exempt from paying the connection fee if zoning permits have been issued by the City prior to December 18, 2000. (Manufactured home parks and multi-family apartment complexes are included as commercial developers).

(8) All applicable fees must be paid before receiving City sewer service.

SERVICE FEES -AND DEPOSITS	**Inside City**		**Outside City**
Service Disconnect / Administrative Fee	$ 30.00		$ 30.00
Service Deposit (Non-Property Owners) * Water or sewer; water and sewer – secured	$ 75.00		$ 75.00
* Water or sewer; water and sewer – unsecured	$ 225.00		$ 225.00
Returned Payment Item * Each	$ 25.00		$ 25.00

HYDRANT METER FEES	**Inside City**		**Outside City**
Construction Hydrant Meter (refundable)	$ 750.00		$ 750.00
Fire Hydrant Use Account (refundable)	$ 250.00		$ 250.00
Annual Hydrant Use Permit Fee* Per vehicle	$ 25.00		$ 25.00

NORTHWEST CABARRUS SERVICE AREA
CAPITAL COST RECOVERY FEES

Water Meter Size	Water	Sewer
* 3/4" service	$ 450.00	$ 967.00
*1" service	$ 1,125.00	$ 2,418.00
*1.5" service	$ 2,250.00	$ 4,835.00
* 2" service	$ 3,600.00	$ 7,736.00
* 3" service	$ 6,750.00	$ 14,505.00
* 4" service	$ 11,250.00	$ 24,175.00
* 6" service	$ 22,500.00	$ 48,350.00
* 8" service	$ 36,000.00	$ 77,360.00
* 10" service	$ 51,750.00	$ 111,205.00

*****The above fees are in addition to the normal capital cost recovery fees (also known as "connection fees") currently charged by the City of Kannapolis for service connection. In the case of new development, the current fees are due at the time of zoning clearance permit issuance. Conversely, the capital cost recovery fees described above for the Northwest Cabarrus Services Areas shall be paid in full to the City of Kannapolis prior to obtaining individual zoning clearance permits. These fees may be modified by City Council at any time without prior notification.

WATER & SEWER SYSTEM
ADMINISTRATIVE FEES

Non-payment administrative service disconnect fee	$ 30.00
Re-connection Fee (after normal business hours)	$100.00
Physical notification of non-payment bill	$ 0.00
Unauthorized / illegal connection or re-connection	$300.00
Locking Devices cut or damaged	$300.00
Meter Yokes damaged	$300.00
Tampering, altering, removing, or replacing meter	$400.00
Water meter bypass	$300.00
Re-read / No Error	$ 50.00
Meter Test Fee *(1 inch or less)*	$100.00

WATER & SEWER SYSTEM
ADMINISTRATIVE FEES

Repeat trip fee (starting with trip #3)	$ 50.00

MUNICIPAL WATER AND SEWER RATES

City of Concord (*Water and Sewer Services*)	Per Contract
City of Landis (*Water Rate per 1,000 gallons*)	Per Contract

WATER AND SEWER SERVICE RELOCATION AND DAMAGE

Any relocation of service and/or apparatus, adjustment of grade or elevation, and/or damage to City equipment or infrastructure shall be performed at cost (All Cost Borne By Customer). This will include the cost of labor, equipment, and materials.

Environmental

Residential Environmental Fees ***(per occupied dwelling)***	**Fee**
Recycling/ Solid Waste	$18.10
Additional Trash Bin Fee	$2.50
Additional Recycle Cart	$2.50
Garbage Ordinance Violation	$50.00

Commercial Environmental Fees *(reflects a 2.55% CPI increase per Waste Management)*

Commercial (City Bulk Pick Up)	**1X per Wk**	**2X per Wk**	**3X per Wk**	**4X per Wk**	**5X per Wk**
4 Yd	$51.92	$103.85	$155.77	$207.70	$259.63
6 Yd	$78.30	$156.60	$234.89	$313.19	$391.49
8 Yd	$104.52	$209.05	$313.57	$418.11	$522.64
Commercial (Business)	**1X per Wk**	**2X per Wk**	**3X per Wk**	**4X per Wk**	**5X per Wk**
4 Yd	$102.79	$195.22	$292.16	$390.41	$476.09
6 Yd	$122.72	$235.09	$353.90	$472.75	$590.28
8 Yd	$137.69	$275.38	$413.07	$550.73	$688.44
Container Size (Recycle)	**1X per Wk**				
4 Yd	$102.79				
6 Yd	$122.72				
8 Yd	$137.69				

*8-yard cardboard only 3x/week $342.76

Stormwater

STORMWATER RATE TIER SCHEDULE

Impervious Area Size *(per Equivalent Residential Unit)*	**Fee**
Tier 1 – < 1,200 square feet	$5.75
Tier 2 – 1,200 – 3,250 square feet	$7.25
Tier 3 - > 3,250 square feet	$8.75
Commercial – Per 3,250 square feet	$7.25

Event Space Rentals

- A $100.00 security deposit is required for all meetings
- A $250.00 security deposit for all parties, receptions, and banquets

Rate Table				
RATES ARE PER HOUR	**Reservation Deposit %**	**Business Hours Rate**	**After Hours Rate**	**Security Fee *Refundable***
CITY HALL & POLICE HEADQUARTERS				
Laureate Center – Section A	25 %	$ 75	$ 85	$ 100 - $ 250
Laureate Center – Section B	25 %	$ 75	$ 85	$ 100 - $ 250
Laureate Center – Section C	25 %	$ 75	$ 85	$ 100 - $ 250
Laureate Center – Section A & B	25 %	$ 150	$ 175	$ 100 - $ 250
Laureate Center – Section B & C	25 %	$ 150	$ 175	$ 100 - $ 250
Laureate Center – Section A, B, & C	25 %	$ 200	$ 225	$ 100 - $ 250
Kitchen	25 %	$ 25	$ 35	$ 100 - $ 250
Council Conference	25 %	$ 50	$ 60	$ 100 - $ 250
The Gallery*	25 %	$ 25	$ 35	$ 100 - $ 250
Shell Space	25 %	$ 15	$ 20	$ 100 - $ 250
Terrace – Section A**	25 %	$ 20	$ 25	$ 100 - $ 250
Terrace – Section B**	25 %	$ 20	$ 25	$ 100 - $ 250
Terrace – Sections A & B**	25 %	$ 30	$ 40	$ 100 - $ 250
ADDITIONAL FACILITIES				
Cabarrus Bank Building	25 %	$ 60	$ 65	$ 100 - $ 250
Train Station – Conference A	25 %	$ 55	$ 60	$ 100 - $ 250

Village Park Multi-Purpose	25 %	$ 50	$ 55	$ 100 - $ 250
Village Park Patio	25 %	$ 15	$ 20	$ 100 - $ 250
Public Works Training Room	25 %	$ 45	n/a	$ 100 - $ 250
Veterans Park Gazebo	25 %	$ 25	$ 30	$ 100 - $ 250
Dale Earnhardt Plaza	25 %	$ 20	$ 25	$ 100 - $ 250

** Gallery areas cannot be rented unless space in the Laureate Center is rented.*

*** Outside Terrace Areas cannot be rented unless inside space is rented.*

- Extended Time Rental – 15% discount when any room or combinations of rooms are rented for 12+ hours during a single booking

- Multi-Space Rentals – 20% discount when all first floor spaces at City Hall and Police Headquarters are rented. (Includes: Laureate Center Sections A, B and C, Kitchen, Council Conference Room, The Gallery, Shell Space and Terrance A and B)

- Permanent Tenant Rate – 20% discount when any room or combinations of rooms are rented monthly for a time span of two (2) or more hours each month and an annual agreement with twelve (12) monthly meetings scheduled.

- Dance Floor: $450

- Stage: $50 per 3'x6' section; ($450 for complete unit)

Private Use Zones

Private Use Zone ID	Hourly Rate	After Hours Hourly Rate	Annual License Fee
1A	$10.00	$15.00	$181
1B	$5.00	$10.00	$77
1C	$10.00	$15.00	$189
1D	$5.00	$10.00	$77
1E	$10.00	$15.00	$210
1F	$5.00	$10.00	$32
1G	$10.00	$15.00	$308
2A	$5.00	$10.00	$66
2B	$5.00	$10.00	$65
2C	$5.00	$10.00	$86
2D	$5.00	$10.00	$24
2E	$10.00	$15.00	$204
3A	$5.00	$10.00	$12
3B	$5.00	$10.00	$24
3C	$5.00	$10.00	$63

Private Use Zone ID	Hourly Rate	After Hours Hourly Rate	Annual License Fee
3D	$10.00	$15.00	$140
3E	$5.00	$10.00	$68
3F	$5.00	$10.00	$88
3G	$10.00	$15.00	$175
3H	$5.00	$10.00	$59
3I	$5.00	$10.00	$63
3J	$5.00	$10.00	$63
3K	$5.00	$10.00	$99
6B	$5.00	$10.00	$30
6C	$5.00	$10.00	$88
7A	$20.00	$25.00	$425
7B	$5.00	$10.00	$61
7C	$5.00	$10.00	$11
7D	$10.00	$15.00	$263
7E	$5.00	$10.00	$88
8A	NA	NA	$1,013
Reserved Parking Space (1)	$5.00	NA	$162
Reading Room	$20.00	$25.00	NA
Event Lawn	$25.00	$30.00	NA
Platform 1	$25.00	$30.00	NA
Platform 2	$30.00	$35.00	NA
Pergola	$20.00	$25.00	NA
Pump House Patio	$25.00	$30.00	NA
Reading Room Terrace	$20.00	$25.00	NA
Putting Green	$20.00	$25.00	NA

NOTES:

1. Annual License Fees (except reserved parking) are based on $0.25 per square foot of space. The actual square footage calculation will be included as part of the license issuance.
2. All hourly rentals require a 50% reservation deposit and refundable security deposit of $100.
3. Hourly Rates are Monday Through Friday 7:00 AM to 6:00 PM. All other times will be subject to the After Hours Rate.

*See Private Use Zone Ordinance for map of Zone ID designations

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO: Mayor and City Council
FROM: Tina Cline, Human Resource Director
TITLE Amend Position Classification Plan - 400.01

A. Action Requested by City Council

Motion to adopt amendments to the Position Classification Plan job classification schedule included in Personnel Policy 400.01 as presented to be effective June 29, 2022.

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

City Council approved the FY 2023 annual operating budget on June 27, 2022. The budget included a 5% across the board cost of living adjustment (COLA) along with other new position classifications and position reclassifications.

D. Fiscal Considerations

None. Funding for all recommended changes to the schedule are included in the adopted budget.

E. Policy Issues

Amendments to the classification are necessary to apply the 5% COLA to the salary ranges and to incorporate other position classifications and reclassifications that were approved with adoption of the FY 2023 budget into the schedule.

F. Legal Issues

Amendments to the position classification plan require Council approval.

G. Alternative Courses of Action and Recommendation

1. **Motion to approve amendments as presented (Recommended).**
2. Table item to a future meeting.

ATTACHMENTS:

File Name

400.01_Classification_Schedule_-_Effective_06292022_-_5_percent_COLA_(003).pdf

CITY OF KANNAPOLIS
CLASSIFICATION PLAN
EFFECTIVE June 29, 2022

				Salary Range			
Job Class				Development Range		Merit Range	
Code	Department	Job Classification	Grade	Minimum	15%	Midpoint	Maximum
			52	$17,605	$20,246	$22,446	$27,286
			53	$18,485	$21,258	$23,569	$28,652
			54	$19,409	$22,320	$24,747	$30,084
1900	Parks	Concession Worker	55	$20,382	$23,439	$25,984	$31,589
			56	$21,400	$24,610	$27,284	$33,168
1905	Parks	Park Attendant	57	$22,469	$25,839	$28,646	$34,826
			58	$23,593	$27,132	$30,081	$36,568
			59	$24,772	$28,488	$31,584	$38,396
1915	Parks	Park Operations Specialist	60	$26,011	$29,913	$33,163	$40,315
			61	$27,311	$31,408	$34,821	$42,331
5220 1910	General Services Parks	Building Maintenance Technician I Park Maintenance Technician I	62	$28,678	$32,980	$36,562	$44,449
1000 5215 1920 1300	Global General Services Parks Customer Service	Administrative Support Specialist Building Maintenance Technician II Park Maintenance Technician II Customer Service Advocate	63	$30,111	$34,628	$38,390	$46,670
5210 1400 1925 1800 ~~1930~~ 1010/1100 1310	General Services Public Works Parks Police ~~Parks~~ Global Customer Service	Building Maintenance Technician III Construction Maintenance Worker I Park Maintenance Technician III Police Records Specialist ~~Recreation Program Assistant~~ **MOVE TO G68** Senior Administrative Support Specialist Senior Customer Service Advocate	64	$31,616	$36,358	$40,310	$49,005
1210 1405 1330 1445 1320 1710 1450	Finance Public Works Customer Service Public Works Customer Service Fire Public Works	Accounting Technician I Construction Maintenance Worker II Customer Care Representative Meter Service Technician Utility Billing Specialist Reserve Firefighter Warehouse Assistant	65	$33,197	$38,177	$42,326	$51,453
1020 5205 1408 1926 	Global General Services Public Works Parks **Police**	Administrative Assistant Building Maintenance Technician IV Heavy Equipment Operator Park Maintenance Technician IV **Park Ranger**	66	$34,856	$40,084	$44,442	$54,026
1220 1340 1810 1460 1465	Finance Customer Service Police Public Works Public Works	Accounting Technician II Senior Utility Billing Specialist Telecommunicator Water Quality Technician Water Treatment Plant Maintnenance Worker	67	$36,600	$42,090	$46,664	$56,728
1952 **Parks** 1422 1705/1700 1935 **1930**	Parks **Parks** Public Works Fire Parks **Parks**	Assistant Athletics Coordinator **Concessions Manager** Construction Maintenance Technician Firefighter/ Firefighter P/T Park Manager I **Recreation Program Assistant**	68	$38,428	$44,192	$48,997	$59,565

				Salary Range			
Job Class				Development Range		Merit Range	
Code	Department	Job Classification	Grade	Minimum	15%	Midpoint	Maximum
1470	Public Works	Water Treatment Plant Operator I					
1817	Police	Evidence/Property Control Technician	69	$40,352	$46,405	$51,446	$62,542
1423	Public Works	Locator					
4025	Planning	Planning Technician					
1715	Fire	Quality Assurance Coordinator					
1805	Police	Records Supervisor					
1815	Police	Telecommunicator Shift Supervisor					
1349	Customer Service	Billing and Collections Manager	70	$42,366	$48,721	$54,018	$65,670
4030	Planning	Code Enforcement Officer					
1110	City Manager	Communications Specialist					
1348	Customer Service	Customer Service Manager					
1425	Public Works	Crew Chief					
1720	Fire	Fire Engineer					
5400	General Services	Grounds Manager					
1600	Human Resources	Human Resource Technician					
1940	Parks	Park Manager II					
	Finance	**Payroll Administrator**					
1850	Police	Police Detective					
1820	Police	Police Officer					
1840	Police	School Resource / DARE Officer					
1865	Police	Training Coordinator					
1455	Public Works	Warehouse Manager					
1475	Public Works	Water Treatment Plant Operator II					
1951	Parks	Athletic Program Coordinator	71	$44,486	$51,159	$56,721	$68,955
1816	Police	Police Planner/Accreditation Manager					
1950	Parks	Recreation Programmer/Special Events Coordinator					
1230	Finance	Accountant I	72	$46,710	$53,717	$59,556	$72,402
1350	Customer Service	Office Manager					
1430	Public Works	Crew Supervisor					
1490	Public Works	Engineering Technician					
4020	Planning	Planner					
1435	Public Works	Planner/Scheduler					
~~1730~~	~~Fire~~	~~Fire & Life Safety Educator~~ **RECLASS TO COMMUNITY OUTREACH COORDINATOR**	73	$49,046	$56,403	$62,534	$76,021
	Engineering	**Engineer Technician II**					
1725	Fire	Fire Inspector					
1610	Human Resources	Human Resource Analyst					
1250	Finance	Purchasing Agent					
1260/1262	Finance	Senior Accountant / Sr Accountant P/T					
1480	Public Works	Water Treatment Plant Supervisor					
	Fire	**Assistant Fire Marshal**	74	$51,498	$59,223	$65,660	$79,823
1120	City Manager	City Clerk					
	Planning	Senior Code Enforcement Officer					
	City Manager	Communications Multimedia Specialist					
	City Manager	**Community Engagement Specialist**					
1735	Fire	Fire Captain					
4015	Planning	Gis Specialist					
	Fire	Safety and Logistics Officer					
1860	Police	Sergeant					
	Police	**Sergeant/Recruitment Officer**					
1265	Finance	Budget Analyst	75	$54,073	$62,184	$68,944	$83,814
5200	General Services	Facility Manager					
	Fire	Fire Vehicle Mechanic					
1495	Public Works	Operations Manager					
1740	Fire	Battalion Chief	76	$56,777	$65,294	$72,390	$88,005
1491	Public Works	Civil Engineer I					
1728	Fire	Fire Marshal					
1738	Fire	Health and Wellness Manager					
1870	Police	Police Lieutenant					
1615	Human Resource	Risk Manager					
	Information Technology	Software Support Specialist					
1811	Police	Telecommunications Center Manager					
1130	City Manager	Community Development Program Administrator	77	$59,616	$68,558	$76,011	$92,404
	Information Technology	Information Technology Systems Engineer					
1494	Public Works	Senior Engineer Technician					
4010	Planning	Senior Planner					
1737	Fire	Training Manager					

				Salary Range			
Job Class				Development Range		Merit Range	
Code	Department	Job Classification	Grade	Minimum	15%	Midpoint	Maximum
1485	Public Works	Water Treatment Plant Manager	78	$62,596	$71,985	$79,812	$97,025
1492	Public Works	Civil Engineer II	79	$65,727	$75,586	$83,801	$101,876
1750	Fire	Division Chief					
6002	Information Technology	Network Admninistrator					
	Fire	**Assistant Fire Chief**	80	$69,012	$79,364	$87,990	$106,970
	Human Resource	**Assistant Human Resource Director**					
		Assistant Parks Director					
1140		Director of Customer Service					
1880	Police	Police Captain					
	Engineering	Assistant Director of Engineering	81	$72,464	$83,334	$92,391	$112,317
	Planning	Assistant Planning Director					
1155	City Manager	Communications Director					
1270	Finance	Deputy Finance Director					
1150	City Manager	Director of Economic & Community Development					
5000	General Services	General Services Director					
~~1755~~	~~Fire~~	~~Assistant Fire Chief~~ **MOVE TO G80**	82	$76,087	$87,500	$97,010	$117,934
1500		Director of Transportation and Environmental Services					
		Director of Water Resources					
1161	City Manager	Assistant to the City Manager					
	Information Technology	Senior Network Administrator					
1955	Parks	Parks & Recreation Director	83	$79,890	$91,874	$101,861	$123,832
1885	Police	Deputy Chief of Police					
1755	Fire	Deputy Fire Chief					
1620	Human Resource	Human Resource Director	84	$83,885	$96,468	$106,954	$130,023
1496	Public Works	Director of Engineering	85	$88,079	$101,291	$112,301	$136,523
4000	Planning	Planning Director					
1280	Finance	Finance Director	86	$92,483	$106,355	$117,917	$143,350
	Information Technology	Information Technology Director					
1890	Police	Chief of Police	87	$97,109	$111,675	$123,813	$150,516
1760	Fire	Fire Chief					
	Global	Assistant City Manager	88	$101,963	$117,257	$130,003	$158,043
			89	$107,062	$123,121	$136,503	$165,946
			90	$112,415	$129,277	$143,329	$174,243
1160	City Manager	Deputy City Manager	91	$118,035	$135,740	$150,494	$182,954
			92	$123,937	$142,528	$158,019	$192,101
			93	$130,134	$149,654	$165,921	$201,707

Not Assigned to a Pay Grade

Administrative Intern - Flat rate position
City Attorney - Contract Position
City Manager - Contract Position
Finance Management Fellowship - Flat rate position
Junior Attorney - Contract Position
Reserve Police Officer - Flat rate position
Santa - Flat Rate position

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE June 27, 2022 Work 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

06-27-2022_Work_Session_.pdf

CITY OF KANNAPOLIS
CITY COUNCIL MEETING
WORK SESSION MINUTES
June 27, 2022

A regular work session meeting of the City Council of the City of Kannapolis was held on Monday, June 27, 2022, at 4:30 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	
	Doug Wilson	
	Darrell Jackson	
	Jeanne Dixon	
Council Members Absent:	Ryan Dayvault	
City Manager:	Mike Legg	
Deputy City Manager:	Eddie Smith	
Assistant City Manager:	Eric Davis	
Assistant City Manager:	Wilmer Melton	
City Attorney:	Walter M. Safrit	
City Clerk:	Bridgette Bell	
Staff Present:	Irene Sacks	Richard Smith
	Kristin Jones	Scott Kaufhold
	Alex Anderson	Annette Privette Keller
	Irene Sacks	

APPROVAL OF AGENDA:

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

BUSINESS AGENDA:

Financial Resource Assessment Presentation (Eric Davis, Assistant City Manager, Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit A)

Mrs. Jones and Mr. Davis presented a power point presentation providing a six-year snapshot into the City's financial picture and various options and resources available to fund strategic initiatives identified as part of the "Imagine Kannapolis" Strategic Plan process.

DRAFT-NOT APPROVED

General Fund: Presented a chart of projected revenues, expenditures, operational capacity, and revenue margin for the next six fiscal years. Rowan County revaluation due in FY24 and FY28 (1% additional growth). Cabarrus County revaluation in FY25 and FY29 (9% additional growth) Sales tax 3.75% organic growth. Expenditures showed a 5% increase in personnel costs, 7% increase an operational cost and the transfer to Environmental falls off in FY24.

Water and Sewer Fund: Presented a chart of projected revenues, expenditures, operational capacity, and revenue margin for the next six fiscal years. Revenue tap fees $7500 full cost recovery method for all six years, 5% growth for water and sewer charges and fees and 1% on tap and connection fees based on sewer constraints. Expenditures showed a 5% increase in personnel costs, 7% increase in operational costs and the transfer to Environmental falls off in FY24

Environmental Fund: Presented a chart of projected revenues, expenditures, operational capacity, and revenue margin for the next six fiscal years. Revenues showed a 3% organic growth (assumes $3.00 rate increase to take effect in FY24). Expenditures showed a 5% increase in personnel costs, 7% increase in operational costs and Deficits in FY25 on. Assumes no transfers to subsidize.

Stormwater Fund: Presented a chart of projected revenues, expenditures, operational capacity, and revenue margin for the next six fiscal years. Revenues showed a 3% organic growth in stormwater fees. Expenditure 5% increase in personnel costs and 7% increase in operational costs.

Mr. Davis discussed the Key Debt Ratio: Debt to Assessed Value. As of 2022, the City shows a high debt ratio of 2.5%. Moody's rating defines debt to assessed value as:

- Very Strong (Aaa): <0.75%
- Strong (Aa): <1.75%
- Moderate (A): 1.75% - 4:00% (The City is currently at this level)
- Weak-Very Poor (Baa and below): >4.00%

The City has a higher debt ratio than other counterparts, currently at 2.48% of assessed value. Additional debt burden could lead to a downgrade in rating (resulting in a lower borrowing capacity/higher interest). Upgraded rating is 1.75% of assessed value (resulting in higher borrowing capacity/lower interest)

Moody's rating considerations: Criteria to measure debt service relative to budget percent. The City shows a higher debt ratio than other counterparts, debt service is 28.87% of General Fund Budget. Moody's considers the City to be in the weak category. The lower the percentage the better.

- Very Strong: <8%
- Strong:<8% to 15%
- Adequate: 15% to 25%
- Weak: 25% to 35%
- Very Weak:> 35%

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A review of the City's debt service payments shows a declining debt payment structure over the next five years. FY22-FY27: existing debt service is consistent. FY28: major reduction in debt serves payments of around $3M ~ $30M in outstanding debt. All the City's existing debts will be paid off by FY41 if no new debt is issued

Existing Water & Sewer Supported Debt:

- Limited debt capacity in W&S Fund.
- For foreseeable future: debt service payments in this fund are consistent
- FY39: major reduction in debt payments of around $2.3M
- Marginal debt service expenses past 2042 if no new debt is assigned

Existing Stormwater Supported Debt:

- Marginal debt service expenses in this fund
- For foreseeable future: debt service payments in this fund are consistent

Existing Environmental Supported Debt:

- Marginal debt service expenses in this fund
- Existing debt serve obligations end in FY23
- Limited capacity to take on additional debt obligations without supporting revenue

Outstanding debt for FY23:

Principal:	$118,306,613
Interest:	$ 34,339,974
Total	**$152,656,567**

There was general discussion regarding the cash revenues and fund balance. Presented was a list of new one-time revenue projects.

Multiple resources available to fund strategic initiative

- Annual budget capacity is projected conservatively (no new positions or enhanced services)
- Identify recurring revenue sources for projects that have recurring operating impacts (New revenues or existing growth on revenues stream)
- Consider re-evaluating and re-prioritizing existing services
- Implement strategy to utilize cash reserves/one-time revenues to fund smaller capital projects for next 1-3 years (Smaller capital projects: less than $ 3M) (Land purchased and capital improvements/outlay (Vehicles/machinery)

Mr. Davis and Mrs. Jones responded to questions by Council.

Council Member Kincaid made a motion to go into closed session under GS. 143-318.11 (a) (3) to consult with an attorney in order to preserve the attorney client privilege and G.S. 143.318.11 (a) (4) for discussing matters relating to the location or expansion of industries or businesses in the

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area. Motion was seconded by Council Member Berry seconded the motion and it was approved by unanimous vote.

Council went into closed session at 5:30 PM.

Council Member Jackson made a motion to come out of closed session. Motion was seconded by Council Member Berry and approved by unanimous vote.

Council resumed regular session at 6:05 PM.

Council Member Jackson made a motion the meeting adjourn. Motion was seconded by Council Member Dixon and approved by unanimous vote.

The meeting adjourned at 6:05 PM on Monday, June 27, 2022.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

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City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE June 27, 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

06-27-2022_Regular_Session.pdf

CITY OF KANNAPOLIS
CITY COUNCIL MEETING
June 27, 2022

A regular meeting of the City Council of the City of Kannapolis was held on Monday, June 27, 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	
	Doug Wilson	
	Darrell Jackson	
	Jeanne Dixon	
Council Members Absent:	Ryan Dayvault	
City Manager:	Mike Legg	
Deputy City Manager:	Eddie Smith	
Assistant City Manager:	Eric Davis	
Assistant City Manager:	Wilmer Melton	
City Attorney:	Walter Safrit	
City Clerk:	Bridgette Bell	
Staff Present:	David Jordon	Kristen Jones
	Terry Spry	Daniel Wallace
	Richard Smith	Annette Privette Keller
	Sherry Gordon	Irene Sacks
	Michael Dodge	Michael Rattler
	Leo Pope	Gary Mills
	Kirk Beard	
Others Present:	Ashley Thomas	Larry Phillips
	Ed Burns	Oscar Hopkins
	Sophia Wilkinson	Pam Smith
	Daniel O'Kelly	Brian Dlugosz
	Justin Parker	Melinda Richardson
	Jennifer Dunbar	Willie Pore
	William Joyce	

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.

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Mayor Hinnant noted a revised agenda adding a consent item. Council Member Jackson made a motion to approve the revised agenda. Seconded by Council Member Berry and approved by unanimous vote.

PROCLAMATIONS

Mayor Hinnant proclaimed July as Parks and Recreation Month.

CONSENT AGENDA:

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

1. Amendments to the Centralina Council of Government Charter (Mike Legg, City Manager) (Copy included as Exhibit A)
2. Budget Amendment #22-29 Year-End Adjustment Sales Tax Collection (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit B)
3. Budget Amendment #22-30 Year-End Adjustment Water and Sewer (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit C)
4. June 13, 2022, Work Session Minutes
5. June 13, 2022, Regular Meeting Minutes
6. May 23, 2022, Closed Session Minutes
7. June 13, 2022, Closed Session Minutes

BUSINESS AGENDA:

Public Hearing to consider the voluntary annexation of property located at 6253 Mooresville Road (Richard Smith, Planning Director) (Copy included as Exhibit D).

Mr. Smith explained that on June 13, 2022, City Council adopted a Resolution of Intent to Annex approximately 1.98 +/- acres of property located at 6253 Mooresville Road, authorized the Clerk to investigate the sufficiency of the petition, and established the public hearing date for June 27, 2022.

The property is currently located in an unincorporated area of Cabarrus County within an area designated as "Proposed Kannapolis Growth Area". Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-31 et seq., the City Council must first direct the City Clerk to investigate an intent to annex and to certify the sufficiency of the petition. City Council must also fix a public hearing date for consideration of the petition. City Council acted on all requirements at their June 13, 2022, meeting.

The property is currently located in an unincorporated area of Cabarrus County within an area designated as "Proposed Kannapolis Growth Area". The property is located adjacent to the current primary municipal boundary.

As required by the North Carolina General Statutes, an initial City of Kannapolis zoning designation will be applied to the properties by the Planning and Zoning Commission within 60 days of the effective date of the annexation. Planning staff has been in communication with the applicant and has received a development application for rezoning.

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

Council Member Jackson made a motion to approve the Ordinance extending the Corporate Limits of the City of Kannapolis for property located at 6253 Mooresville Road. Motion was seconded by Council Member Berry and approved by unanimous vote.

Public Hearing to consider the voluntary annexation of property located at 1008 & 1012 Moose Road (Richard Smith, Planning Director) (Copy included as Exhibit E)

Mr. Smith explained that on June 13, 2022, City Council adopted a Resolution of Intent to Annex approximately 7.387 +/- acres of property located at 1008 & 1012 Moose Road, authorized the Clerk to investigate the sufficiency of the petition, and established the public hearing date for June 27, 2022.

The property is currently located in the City's Extra Territorial Jurisdiction (ETJ) of Rowan County. The property is in an unincorporated area of Rowan County that is currently within the City's ETJ and is adjacent to the existing City limits. Prior to considering the Annexation Ordinance, pursuant to NCGS Chapter 160A-31 et seq., the City Council must first direct the City Clerk to investigate an intent to annex and to certify the sufficiency of the petition. City Council must also fix a public hearing date for consideration of the petition. City Council acted on all requirements at their June 13, 2022, meeting.

This property is located within the City's ETJ, is adjacent to the existing City limits, and currently has a City of Kannapolis zoning designation of Residential Medium Density (RM-2).

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

Council Member Wilson made a motion to approve the Ordinance extending the Corporate Limits of the City of Kannapolis for property located at 1008 & 1012 Moose Road. Motion was seconded by Council Member Kincaid and approved by unanimous vote.

Adopt a Budget Ordinance for FY2022-2023 (Mike Legg, City Manager and Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit F)

The City Manager has given multiple presentations regarding the upcoming fiscal year 2022-2023 budget. A public hearing on the recommended budget for FY 2022-2023 was held on June 13, 2022, in accordance with North Carolina General Statute 159-12 (b).

The motion made at the May 23rd budget presentation reduced the proposed 5% cost of living for City Council to 2.5% (cost savings of $2,797) and reduced the one-time proposed back-pay funding for Council's 457 Retirement plan from 4-years back-pay to 2-years back-pay (cost savings of $52,526). It is the intention to reallocate these cost savings of $55,323 for a planned staff retreat and to support the "Imagine Kannapolis" Strategic Plan.

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There being no questions or discussion, Council Member Jackson made a motion to approve the recommended budget ordinance for FY2022-2023. Motion was seconded by Council Member Dixon and approved by unanimous vote.

Adopt a Fee Schedule for FY 2022-FY 2023 (Kristin Jones, Assistant to the City Manager) (Copy included as Exhibit G)

As part of the annual budget process, City Council approves a user fee schedule for the upcoming fiscal year. This fee schedule implements the fees necessary to execute and implement the budget ordinance. As part of the annual budget process, City Council approves a user fee schedule for the upcoming fiscal year. This fee schedule implements the fees necessary to execute and implement the budget ordinance.

There being no questions or comments, Council Member Berry made a motion to adopt the Fee Schedule for FY 2022-2023. Motion was seconded by Council Member Jackson and approved by unanimous vote

Amended FY 2022-2023 Annual Action Plan (Sherry Gordon, Community Development Program Administrator) (Copy included as Exhibit H)

Mrs. Gordon explained Each year the City must present within its Annual Action Plan submitted to HUD a defined work program for funding. The City will submit its action plan to HUD by August 15.

The public hearing was held on April 11, 2022, and the Annual Action Plan was approved. Since that time the City has received notice of slight increase in CDBG funds of $1,984 (total CDBG allocation $376,986) and $48,967 in HOME funds. (total HOME allocation $237,540). No additional public hearing is required however Council approval is required.

The City expects to receive $376,986 in CDBG funds in Fiscal Year 2022-2023 (July 1, 2022 - June 30, 2023). It is recommended that the following activities be undertaken with the FY 2022-23 funds.

Proposed Expenditures:

Urgent Repair	$101,986
Non-profit Partnerships	$56,000
Infrastructure	$144,000
General Admin/Fair Housing	$75,000
TOTAL	**$376,986**

The City expects to receive $237,450 in HOME Funds in Fiscal Year 2022-2023. It is recommended the following activities be undertaken with the FY 2022-2023 funds.

Proposed Expenditures:

Huddle House (CCM) or alternate	$204,094
Down payment Assistance	$ 20,000

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General Administration	$ 13,446
TOTAL	**$237,540**

There being no questions or comments, Council Member Kincaid made a motion to approve the recommendations as presented. Motion was seconded by Council Member Berry and approved by unanimous vote.

FY 2022-2023 CDBG Non-profit Funding Recommendations (Sherry Gordon, Community Development Program Administrator) (Copy included as Exhibit I)

Mrs. Gordon explained As a HUD Entitlement City, we can budget up to 15% of our annual grant allocation of $376,986 for public service activities that benefit low- and moderate-income citizens. $56,000 of those funds have been allocated for non-profit grant. We received 28 applications totaling $217,500 in request for funding. The Community Improvement Commission along with city staff recommends funding 17 of these organizations based on the use of funds and the track record of the organizations. (see attached). Agencies can apply for $5,000 for sustaining projects and $15,000 for new projects.

Mrs. Dixon asked if the Kannapolis City Schools were served by this program. Mrs. Gordon explained that in the past they had been served; however, only 2 or 3 students participated. They did apply, but the Commission voted to not fund at this time. She has met with the Kannapolis Police Department to share information as well.

There being no further questions or comments, Council Member Jackson made a motion to approve the Community Improvement Commission's funding recommendations for area non-profit organizations to receive CDBG public service funds. Motion was seconded by Council Member Berry and approved by unanimous vote.

Revised Imagine Kannapolis Strategic Planning process (Mike Legg, City Manager)

Mr. Legg explained at the June 13, 2022, City Council Work Session meeting, a revised process for the Imagine Kannapolis Strategic Planning process was presented by City staff with significant City Council feedback and discussion occurring. Some minor additions and revisions to the process were added based on this discussion. The attached resolution provides for an endorsement/adoption of a new process by reference two documents: 1) Focus Area Summary, and 2) Revised Timeline.

The seven focus areas are:

- Health & Safety
- Human & Social Needs
- Economic Vibrancy & Employment
- Education & Learning
- Tourism & Cultural Vibrancy
- Natural & Built Environment
- General Government

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The focus areas are meant to not only uphold the qualities of the City, but also offer residents input on what they want Kannapolis to look like 10-20 years in the future.

These primary groups will consist of several that are citizen-led and others that are guided by members of the city staff. The City is taking applications for the Imagine Kannapolis focus groups. Citizens can apply online with the deadline for submitting July 18.

There being no questions or discussion, Council Member Wilson made a motion to approve the Resolution revising the process for Imagine Kannapolis Strategic Planning process. Motion was seconded by Council Member Jackson and approved by unanimous vote.

Appointments to the Parks and Recreation Commission (Gary Mills, P&R Director)

Mr. Mills explained the Parks and Recreation Commission have three new terms to fill. EB Lentz, Eric Purvis, and Mike Whitney have all expressed a desire to be reappointed to the commission. The remaining members of the Parks and Recreation Commission unanimously supported this recommendation at their May 10th meeting.

There being no questions or comments, Council Member Berry made a motion to appoint EB Lentz, Eric Purvis, and Mike Whitney to serve another three-year term expiring June 30, 2026. Motion was seconded by Council Member Wilson and approved by unanimous vote.

Appointments to the Planning and Zoning Commission Members (Richard Smith, Planning Director)

Mr. Smith explained that the Planning and Zoning Commission (P&Z) has two openings on its board due to expiring terms. Staff is recommending the reappointment of both Daniel O'Kelly and Scott Trott.

There being no questions or comments, Council Member Jackson made a motion to appoint Daniel O'Kelly and Scott Trott to serve another three-year term expiring on June 30, 2026. Motion was seconded by Council Member Kincaid and approved by unanimous vote.

Appointments to the Board of Adjustment Commission Members (Richard Smith, Planning Director)

Mr. Smith explained that The Board of Adjustment (BOA) has one opening on its board due to an expiring term. Staff is recommending the reappointment of Daisy Malit.

There being no questions or comments, Council Member Kincaid made a motion to appoint Daisy Malit to serve another three-year term expiring June 30, 2026. Motion was seconded by Council Member Berry and approved by unanimous vote.

CITY COUNCIL COMMENTS: None

SPEAKERS FROM THE FLOOR:

Daniel O'Kelly of 302 South Rose Avenue spoke on a Kannapolis monument for Fieldcrest Cannon textile mill. Mr. O'Kelly told Council that he is a life-long resident of Kannapolis and

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currently serves on the Planning and Zoning Commission. He previously emailed to City Council his thoughts on paying homage to Fieldcrest Cannon Mills. He suggested as a focal point, the old Cupola that was atop of the Cannon Mills Administration Office and create a memorial tribute on or near the NCRC campus or City Hall. He asked for guidance and support to move forward on this project.

Mayor Hinnant stated that Mr. O'Kelly has already done a lot of drawings and research on this project and thanked Mr. O'Kelly for his hard work. He further stated there will plenty of opportunities to make this project a reality.

There being no further business, Council Member Jackson made a motion to adjourn. Motion was Seconded by Council Member Kincaid and approved by unanimous vote.

The meeting adjourned at 7:15 PM on Monday, June 27, 2022.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

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City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO: Mayor and City Council
FROM: Bridgette Bell, City Clerk
TITLE June 27, 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
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Walter M. Safrit, City Attorney and Richard Smith, Planning Director
TITLE	Development Agreement Relating to Approval of Sewer Allocation Permit(s) Bakers Creek Development

A. Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to approve the Resolution adopting the Ordinance approving the execution of 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 106.232 acre, proposed 329-lot single-family residential subdivision, located west of North Main Street and south of West 21st Street in the Rowan County portion of the City. The development agreement with Bakers Creek Development, LLC calls for one phase of 100 lots and two subsequent phases of 125 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 approve the Resolution adopting the Ordinance approving the execution of the Development Agreement (Recommended)**
2. Amend and then approve the Resolution.
3. Reject the Resolution.
4. Table action to a future meeting.

ATTACHMENTS:

File Name

- Development_Agreement_(Suncrest_Real_-_City)_(6-21-22)_(Suncrest_Revisions)_(003).pdf
- Vicinity_da2022_08.pdf
- Bakers_Creek_Site_Plan.pdf
- Public_Notice_July_11_2022.pdf
- Resolution_Approving_Ordinance_(City-Bakers_Creek_Dev)_7-5-22.pdf
- Bakers_Creek_Ordinance_Approving_Development_Agreement.pdf

6/20/22 Version

DEVELOPMENT AGREEMENT
BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

BAKER'S CREEK DEVELOPMENT

_____, 2022

Staff Only:
Approved Section VIB3

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, (the "Agreement") is entered into effective as of the ___ day of _____, 20____ (the "Effective Date"), by and between the City of Kannapolis, a municipal corporation of the State of North Carolina (the "City") and BAKERS CREEK DEVELOPMENT LLC, a Delaware 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 they exist 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 involve 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 noticed 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 106.232 acres and consisting of fifteen (15) parcels of land denoted by Cabarrus County Parcel ID Nos. 154051, 154080, 154081, 159336, 159023A, 159335, 160153, 159006, 159314, 159005, 159011, 159010, 159301, 160242and 160020 (collectively hereinafter referred to as 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 329 single family residential lots and associated public roads and infrastructure.
2. Issuance of a Sewer Allocation Permit 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. A residential community with a mix of housing products to meet the needs of a growing 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-2019-08.

G. This Agreement was considered by the Kannapolis Planning Commission at its November 19, 2019, meeting, as part of a public hearing on zoning case #CZ-2019-08.

H. Pursuant to N.C.G.S. 160D-1005, a public hearing regarding this Agreement was held at the December 4, 2019 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 _____, 20____; (a) a consistency statement pursuant to N.C. Gen. Stat. § 160A-383 relating to the zoning map change described below; (b) a zoning map change for the Property and (c) 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 approval, 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-2019-08, and as set forth on Exhibit C attached 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. The laws applicable to the development of the Property are those in force as of the Effective Date.

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 prerogatives 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 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 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)

(a) In accordance with the City Wastewater Allocation Policy, the City shall issue to the Developer an Allocation Permit to supply public water and sewer treatment for the Project as provided below. The following is allocated for the Project:

a. An Allocation Permit for 100 residential lots as of the passing of the allocation policy in 2022.
b. An Allocation Permit for 125 residential lots on January 1, 2024.
c. An Allocation Permit for 125 residential lots on January 1, 2027.

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.

b) Developer will dedicate public utilities and facilities to City as required by Ordinance.

c) Developer will build an amenity on the Property that consists of a pool, indoor change rooms with bathroom, and one of the following items: sports court, outdoor grill area, tot lot or dog park. The amenity is to be built in Phase II of the Project. Sewer flow from the amenity bathroom will not impact or count towards the wastewater allocation set out in Section 9(a).

12) Default.

a) Developer Default. Developer must initiate construction of the Project on or before 180 days following issuance of the Allocation Permit (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit the projects sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. . 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 Developer fails to cure such breach within the above described 60-day notice period, the City may

i) Refuse to issue certificates of compliance for the Development Project.
ii) Rescind any sewer allocation permit.
iii) Terminate this Agreement.

Notwithstanding anything contained herein to the contrary and pursuant to N.C.G.S. § 160D-1008, the notice of termination or the exercise of the other remedies set out above may be appealed to the Board of Adjustment in the manner provided by G.S. 160D-405.

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 it 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:

Sean Cooney
Baker's Creek Development, LLC
2701 East Camelback Road, Suite 180
Phoenix, Arizona 85016
Phone: (602) 481-4301
Email: scooney@suncrestreal.com

With copies to:

Mark R. McAuley
Baker's Creek Development, LLC
11330 VanStory Drive #114B
Huntersville, North Carolina 28078
Phone: 704.995.3290
Email: mmcauley@suncrestreal.com

Camelback Law Group, LLC
Attention: Todd Hall
2701 East Camelback Road, Suite 180
Phoenix, Arizona 85016
Phone: (602) 492-1565
Email: th@clglawaz.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: _____

BAKERS CREEK DEVELOPMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of _____, , and that by authority duly given and as the act of BAKERS CREEK DEVELOPMENT LLC, a Delaware limited liability company, the foregoing instrument was signed in its name by _____ _____.

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

_____
Notary Public

[SEAL]

My commission expires: _____

Ordinance #_____

EXHIBIT A

Ordinance

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND BAKERS CREEK DEVELOPMENT LLC

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 BAKERS CREEK DEVELOPMENT LLC, a Delaware 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 _____, 20___ 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 ____ day of _____, 20___.

_____
Milton D. Hinnant, Mayor

_____
Bridgette Bell, MMC, NCCMC
City Clerk

EXHIBIT B

Property

EXHIBIT C

Development Plan

[DEVELOPMENT PLAN TO BE INSERTED AFTER CITY COUNCIL APPROVAL]

EXHIBIT D

Development Schedule and
Public Facilities Schedule/Scope of Work

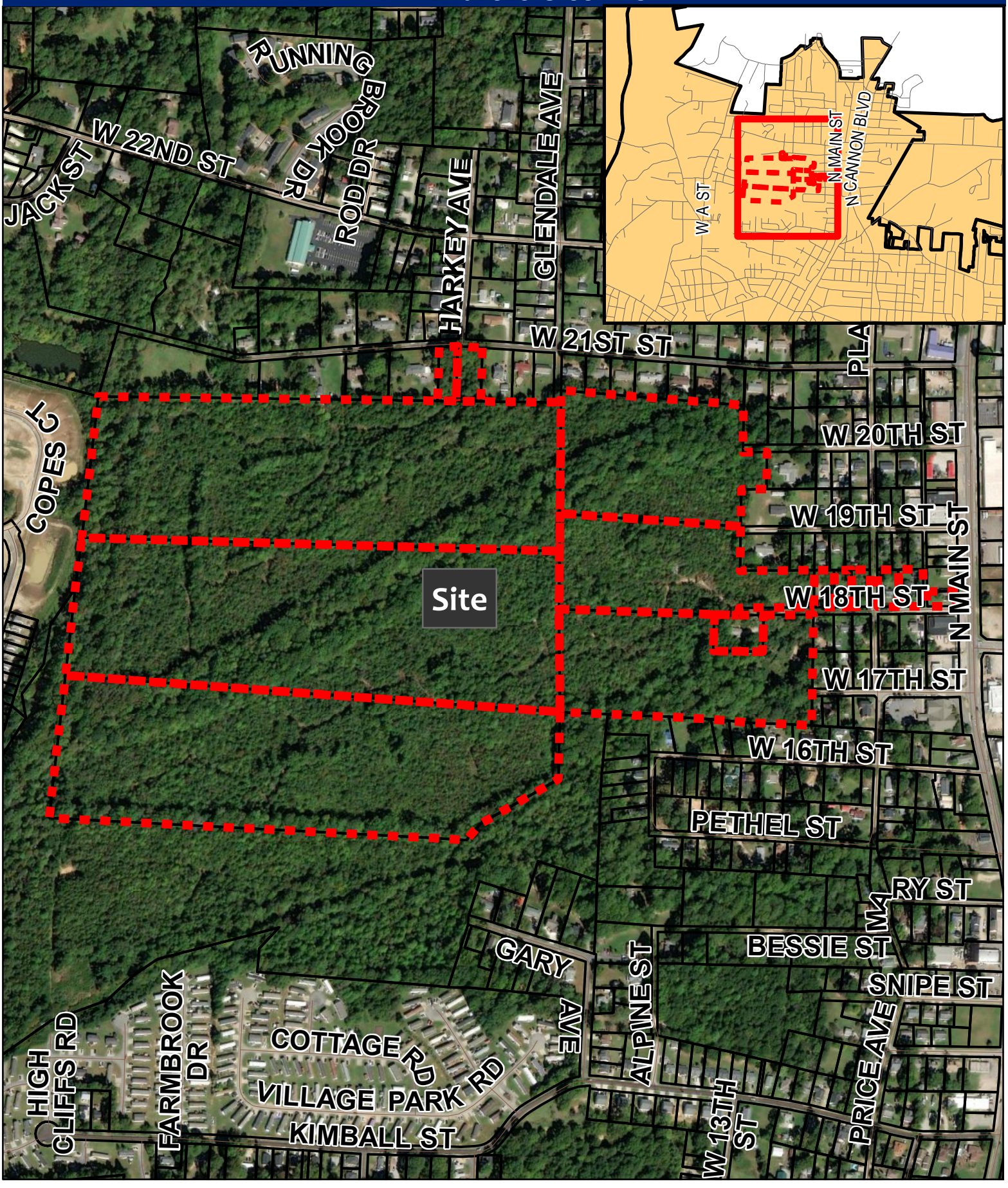
1. The Development is planned as a residential subdivision for 350 housing units.

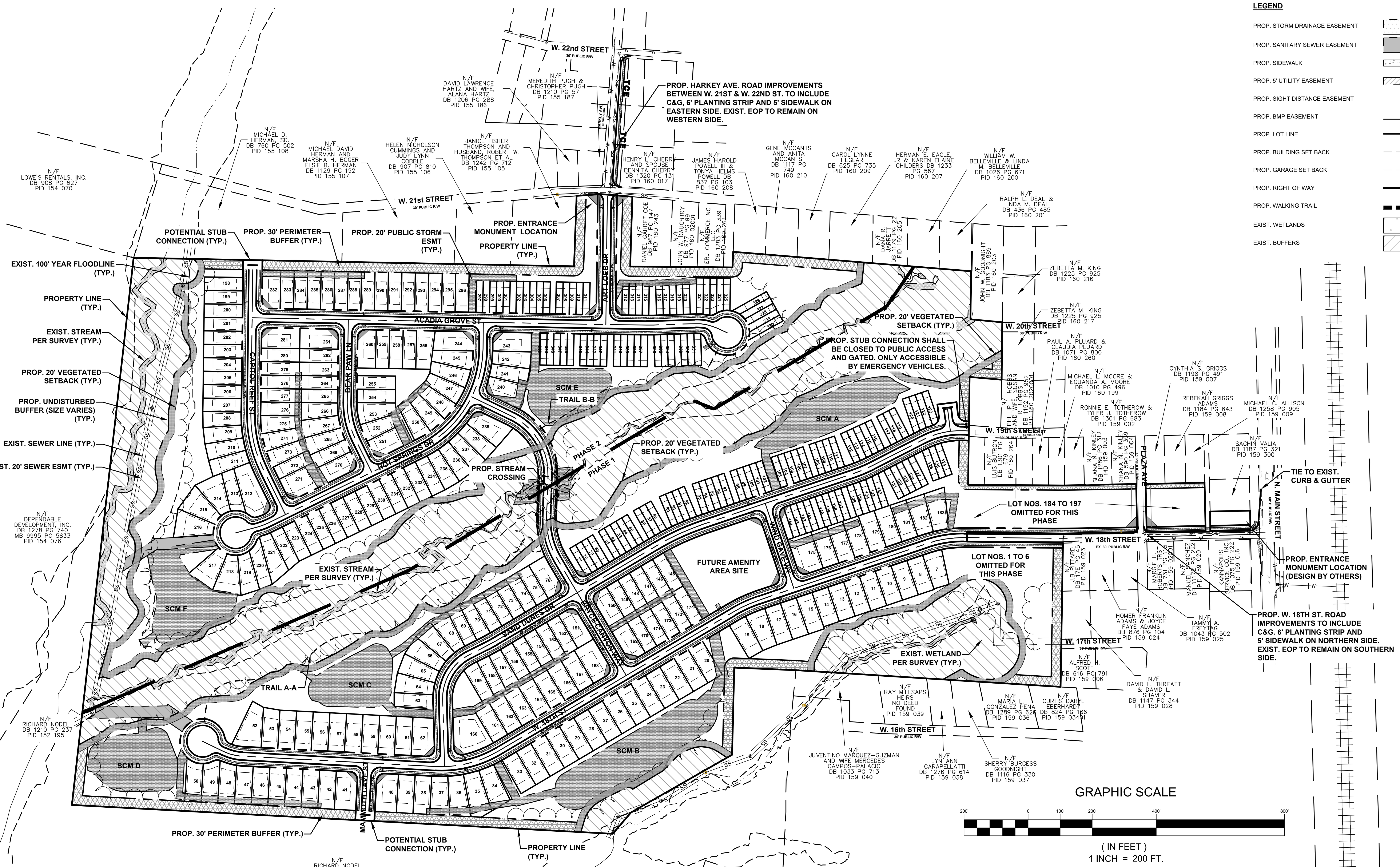
2. Comply with the requirements of Section V "General Conditions" Subsection B, of the City Wastewater Allocation Policy.

3. Development Project is anticipated to be completed on or before December 31, 2028 but such construction shall not be an obligation of Developer.

Vicinity Map

Case Number: CZ-2019-08
Applicant: Suncrest Real Estate & Land, LLC
Baker's Creek PUD





LEGEND

- PROP. STORM DRAINAGE EASEMENT
- PROP. SANITARY SEWER EASEMENT
- PROP. SIDEWALK
- PROP. 5' UTILITY EASEMENT
- PROP. SIGHT DISTANCE EASEMENT
- PROP. BMP EASEMENT
- PROP. LOT LINE
- PROP. BUILDING SET BACK
- PROP. GARAGE SET BACK
- PROP. RIGHT OF WAY
- PROP. WALKING TRAIL
- EXIST. WETLANDS
- EXIST. BUFFERS

GENERAL NOTES:

1. BOUNDARY INFORMATION OBTAINED FROM SURVEY BY ESP ASSOCIATES, INC., ENTITLED "BOUNDARY SURVEY OF: BAKERS CREEK PIN-154051, 154080, 154081, 159336, 159023A, 159335, 160153, 159006, 159314, 159005, 159011, 159010, 159301, 160242, 160020" DATED NOVEMBER 6, 2019.
2. TOPOGRAPHIC INFORMATION OBTAINED FROM SURVEY BY ESP ASSOCIATES, INC., ENTITLED "TOPOGRAPHIC SURVEY OF: BAKERS CREEK PIN-154051, 154080, 154081, 159336, 159023A, 159335, 160153, 159006, 159314, 159005, 159011, 159010, 159301, 160242, 160020" DATED MARCH 25, 2020.
3. ALL UTILITIES ARE PROPOSED FOR ACCEPTANCE INTO THE CITY OF KANNAPOLIS ROADWAY SYSTEM.
4. ALL ROADS ARE PROPOSED FOR ACCEPTANCE INTO THE CITY OF KANNAPOLIS ROADWAY SYSTEM.
5. MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION AND STORMWATER MANAGEMENT CONTROLS, OUTSIDE THE ROAD RIGHT-OF-WAY, ARE THE RESPONSIBILITY OF THE DEVELOPER OR HIS/HER DESIGNEE. CITY OF KANNAPOLIS RESERVES THE RIGHT TO PERFORM WORK IN THESE AREAS SHOULD THE DEVELOPER OR HIS/HER DESIGNEE NOT PROPERLY MAINTAIN THESE AREAS CASUING POTENTIAL DANGER TO THE INTEGRITY OF THE ROADWAY. IN THIS EVENT, THE DEVELOPER OR HIS /HER DESIGNEE WOULD BE BILLED FOR ANY COST INCURRED BY CITY OF KANNAPOLIS.
6. THE DEVELOPER HAS RECEIVED, READ, AND UNDERSTANDS THE CITY OF KANNAPOLIS LAND DEVELOPMENT STANDARDS MANUAL (LDSM) AND UNIFIED DEVELOPMENT ORDINANCE (UDO). ANY DEVIATION FROM THE LDSM AND UDO COULD RESULT IN NONACCEPTANCE OF ROADWAYS INTO THE ROWAN COUNTY/CITY OF KANNAPOLIS ROAD MAINTENANCE SYSTEM AND DENIAL OF THE SUBDIVISION CONSTRUCTION PLAN AND FINAL PLAT APPROVAL.
7. APPLICANT TO INSTALL CENTRAL MAIL KIOSKS FOR THIS COMMUNITY. LOCATIONS SHOWN ON CONSTRUCTION PLAN ARE CONCEPTUAL AND SUBJECT TO FINAL APPROVAL FROM USPS.
8. WATER, SEWER, AND HYDRANTS WILL BE PUBLIC AND MAINTAINED BY THE CITY OF KANNAPOLIS WATER RESOURCES DEPARTMENT.
9. ELECTRIC SERVICE TO THE SITE SHALL BE PROVIDED BY DUKE ENERGY.
10. NATURAL GAS SERVICE TO THE SITE SHALL BE PROVIDED BY PSNC ENERGY.
11. TELEPHONE AND CABLE TV SERVICE SHALL BE PROVIDED BY AT&T AND SPECTRUM.
12. SITE AREA LOCATED WITHIN KANNAPOLIS CITY SCHOOL DISTRICT.
13. SITE AREA LOCATED WITHIN FIRE DISTRICT - FPC-1
14. ALL LAND TO BE RESERVED OR DEDICATED AS COMMON OPEN SPACE (NATURAL AREA, RECREATIONAL AREA, TRAILS, LANDSCAPED AREAS OR LAWNS) SHALL BE MAINTAINED BY THE DEVELOPMENT HOA.
15. STREET SIGNS: THE USE OF DECORATIVE POLES MUST BE APPROVED BY CITY OF KANNAPOLIS AND ALL SIGN BLADES WILL BE SUPPLIED BY CITY OF KANNAPOLIS AT THE TIME OF FINAL PLAT.
16. THIS SUBDIVISION IS SUBJECT TO ALL OF THE APPLICABLE PLANTING REQUIREMENTS OF THE CITY OF KANNAPOLIS UNIFIED DEVELOPMENT ORDINANCE.
17. THE EXISTING CONDITIONS OF THE ENTIRE PROPERTY ARE CLASSIFIED AS VACANT/ WOODED.
18. INDIVIDUAL LOT IRRIGATION SYSTEMS WILL NOT BE PERMITTED TO BE INSTALLED WITHIN THE ROAD RIGHT-OF-WAY.
19. THE DEVELOPER, INDIVIDUAL LOT OWNER, OR THEIR REPRESENTATIVES SHALL NOT PIPE OR FILL IN ROADSIDE DITCHES NOR DISCHARGE LOT OR ROOF DRAINAGE SYSTEMS INTO ROADSIDE DITCHES, ENCLOSED ROAD DRAINAGE SYSTEMS, OR ROAD RIGHT-OF-WAY WITHOUT SUBMITTING A ROAD ENCROACHMENT PERMIT TO THE CITY OF KANNAPOLIS FOR APPROVAL.
20. THE DEVELOPER OR HIS DESIGNEE IS RESPONSIBLE FOR KEEPING ALL SIGHT DISTANCE EASEMENTS CLEAR OF AL LSIGNS, VEGETATION, AND OTHER OBJECTS THAT MAY BLOCK DRIVER'S LINE OF SIGHT.
21. MONUMENTATION AND SIGNAGE TO BE PERMITTED SEPARATELY.
22. WATER, SEWER, AND STORM LAYOUT SHALL COMPLY WITH TYPICAL SECTION, UTILITY LAYOUT DETAIL #301. NOTE THAT WATER SHALL BE LOCATED UNDER THE ROAD AND NOT IN THE PLANTING STRIP.
23. UTILITY EASEMENTS MAX LONGITUDINAL GRADE = 15%, CROSS SLOPE = 5% (LDSM CH4).
24. MAX ROADWAY GRADE 10% (NC FIRE CODE).
25. FIRE HYDRANTS SPACING = 400' (NC FIRE CODE).
26. MINIMUM FIRE FLOW OF 1500 GPM AT 20 PSI, PER PUD DISTRICT (UDO APPENDIX C.3.3).
27. INTERSECTION SIGHT TRIANGLES 35' X 35' (LDSM DETAIL #108).
28. IF THE STORM DRAINAGE PIPING IS 15" DIAMETER OR GREATER, PIPING WILL BE PUBLIC STORM DRAINAGE WITHIN A PUBLIC STORM DRAINAGE EASEMENT.
29. HORIZONTAL DATUM USED FOR THIS PROJECT IS NAD 83/2011 (US SURVEY FEET).

FLOODPLAIN, STREAM, AND WETLAND INFORMATION
FLOODPLAIN INFORMATION OBTAINED FROM ROWAN COUNTY GIS AND FEMA FIRM PANELS 3710561400K EFFECTIVE DATE NOVEMBER 16, 2018.

ROAD IMPROVEMENT
ROAD IMPROVEMENTS ARE SUBJECT TO AVAILABLE RIGHT OF WAY AND COORDINATION WITH NCDOT AND THE CITY OF KANNAPOLIS.

TOTAL OPEN SPACE PROVIDED
TOTAL OPEN SPACE PROVIDED INCLUDED PROPERTY BUFFERS, POCKET PARKS, NATURAL AREAS, AMENITIES, AND WATER QUALITY AREAS.

SITE DATA

NAME OF PROJECT:	BAKERS CREEK
ZONING:	PUD-CZ (PLANNED UNIT DEVELOPMENT - CONDITIONAL ZONING) (PETITION # CZ-2019-08)
TOTAL SITE AREA:	+/- 106.232 ACRES (PER SURVEY)
TAX MAP NUMBERS:	154051, 154080, 154081, 159336, 159023A, 159335, 160153, 159006, 159314, 159005, 159011, 159010, 159301, 160242, 160020
PROPERTY OWNER:	THE MEADOWS DEVELOPMENT GROUP, LLC
LOCATION:	CITY OF KANNAPOLIS, NORTH CAROLINA
SCHOOL DISTRICT:	CITY OF KANNAPOLIS SCHOOLS
FIRE DISTRICT:	FPC-1
PROPOSED USE:	SINGLE-FAMILY DETACHED SINGLE-FAMILY ATTACHED
TOTAL UNITS:	329 UNITS
LOT SIZE:	
DETACHED LOT SIZE:	
42' X 120' LOTS (5,050 SF)	134 LOTS (40.7%)
52' X 120' LOTS (6,240 SF)	73 LOTS (22.2%)
ATTACHED LOT SIZE:	
21' X 100 LOTS (2,100 SF)	122 UNITS (37.1%)
AVERAGE LOT SIZE (DETACHED):	
AVERAGE LOT WIDTH:	46'
AVERAGE LOT SIZE:	5,534 SF
ACREAGE IN LOTS (207 LOTS):	+/- 26.30 ACRES
MAXIMUM DENSITY:	+/- 3.53 DU/AC
PROPOSED DENSITY:	+/- 3.10 DU/AC
ACREAGE IN ROW:	+/- 15.89
TOTAL OPEN SPACE REQUIRED:	+/- 26.56 ACRES (25%)
TOTAL OPEN SPACE PROVIDED:	+/- 33.20 ACRES (31%)
PASSIVE OPEN SPACE: (BUFFERS/ WATER QUALITY AREAS/ NATURAL):	+/- 31.67 ACRES
ACTIVE OPEN SPACE: (RECREATIONAL AND AMENITY AREA):	+/- 1.53 ACRES

TREE SAVE

TOTAL SITE TREE CANOPY:	+/- 106.232 ACRES
PROVIDED TREE SAVE CANOPY:	+/- 21.24 ACRES (20%)

MINIMUM LOT STANDARDS:

SINGLE FAMILY DETACHED:	
MINIMUM LOT WIDTH:	40'
MINIMUM LOT AREA:	4,000 SF
SETBACK:	
FRONT:	20'
SIDE:	5'
REAR:	30'
SINGLE FAMILY ATTACHED:	
MINIMUM UNIT WIDTH:	18'
SETBACK:	
FRONT:	20'
REAR:	30'

ROAD NAMES & LENGTH:

W. 18TH STREET	+/- 3,477 LF
WIND CAVE WAY	+/- 280 LF
BRYCE CANYON WAY	+/- 1,057 LF
SAND DUNES DRIVE	+/- 2,102 LF
MAMMOTH CAVE STREET	+/- 180 LF
HOT SPRINGS DRIVE	+/- 1,104 LF
CAPITOL REEF STREET	+/- 886 LF
BEAR PAW LANE	+/- 492 LF
ACADIA GROVE STREET	+/- 1,487 LF
ART LOEB DRIVE	+/- 405 LF
TOTAL:	+/- 11,370 LF

TRAILS LENGTH:

A-A	+/- 1,271 LF
B-B	+/- 631 LF
TOTAL:	+/- 1,902 LF

RETAINING WALL(S) NOTES:

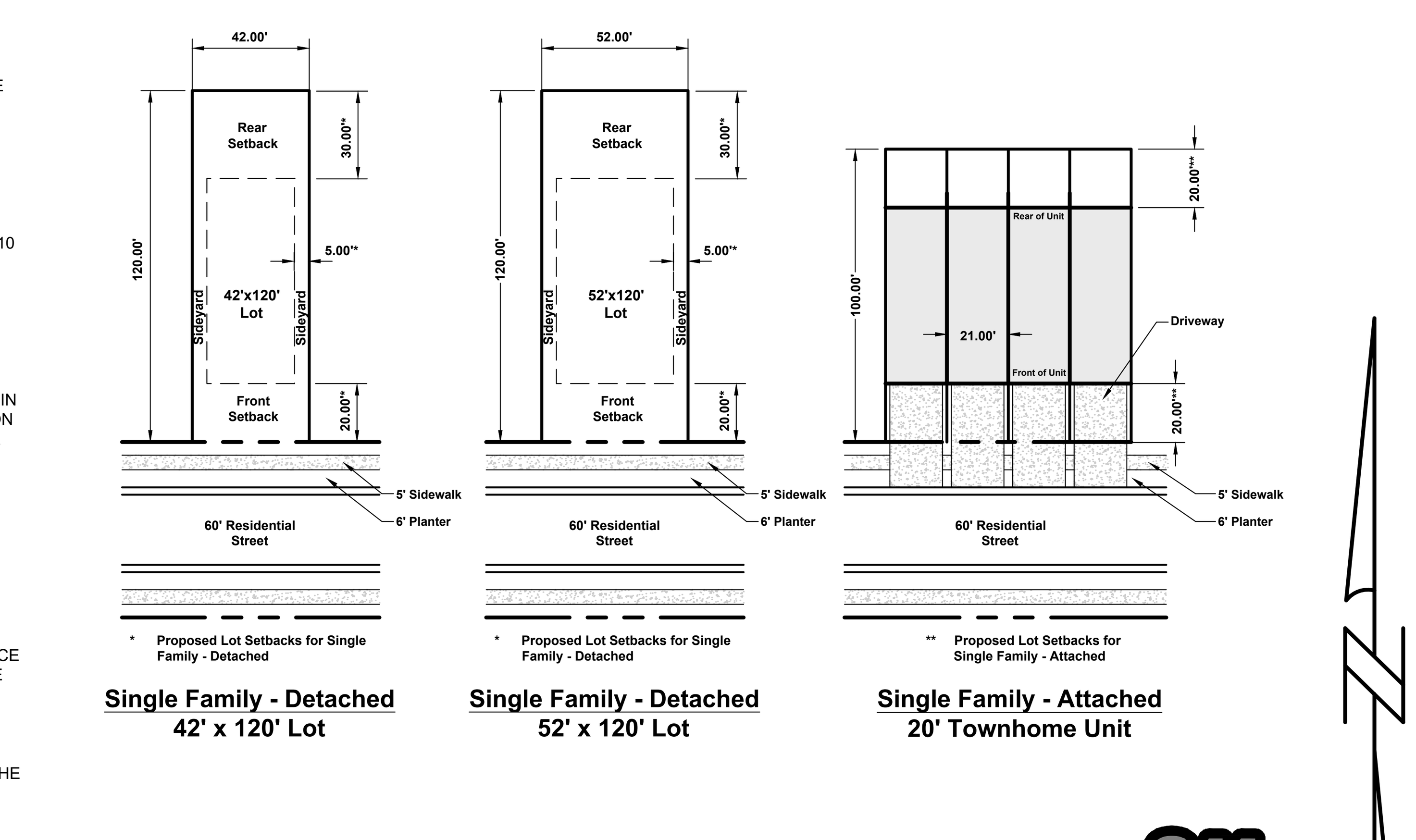
1. LOCATIONS OF WALL(S) ARE PRELIMINARY UNTIL REVIEW OF RETAINING WALL PLANS ARE COMPLETED AND APPROVED.
2. THE WALLS AND GEOGRID RUNNING PARALLEL/PERPENDICULAR TO PROPOSED/EXISTING CITY PUBLIC UTILITIES SHALL BE LOCATED OUTSIDE OF THE EASEMENTS WHERE POSSIBLE.
3. REINFORCING GEOGRIDS FOR WALL(S) SHALL NOT BE LOCATED IN AREAS WHERE STORM DRAINAGE CULVERTS OR OTHER PUBLIC UTILITIES ARE PARALLEL TO THE WALL AND WILL BE EXCAVATED FOR MAINTENANCE.
4. UTILITIES AND STORM DRAINAGE INSTALLED UNDER RETAINING WALL(S) MUST BE INSTALLED IN STEEL CASINGS TO ALLOW FOR THE REMOVAL OF THE PIPE WITHOUT REMOVAL OF THE WALL, DAMAGE TO THE STRUCTURES BEING SUPPORTED BY THE RETAINING WALL, DAMAGE TO THE REINFORCING GRID OR IMPACTS ON THE STRUCTURAL STABILITY OF THE WALL.

   THE FOLLOWING ITEMS SHALL BE REQUIRED
   - CASINGS FOR UTILITIES SHALL EXTEND PAST THE GEOGRID AND TO AN AREA WHERE EXCAVATION WILL NOT IMPACT THE STRUCTURAL STABILITY OF THE FOUNDATION OR GEOGRID. (MIN. 1:1 SLOPE FROM LIMITS OF GEOGRID).
   - DISTANCE BETWEEN MANHOLES/JUNCTION BOXES, BORE PITS AND THE END OF A CASING PIPE MUST ALLOW FOR A MIN 1:1 EXCAVATION SLOPE TO THE BOTTOM OF THE TRENCH ON EACH END OF THE PIPE BEING EXPOSED, PLUS AN ADDITIONAL 30 FEET FOR A BORE PIT ON EACH SIDE OF THE CASING.
   - CARRIER PIPE SHALL BE SUPPORTED BY SPIDERS TO ALLOW FOR REMOVAL AND REPLACEMENT OF THE PIPE.
   - CARRIER PIPE SHALL HAVE A RESTRAINED JOINT TO ALLOW THE PULLING OF THE PIPE THROUGH THE CASING.
   - CITY & WSACC DETAILS SHOULD BE USED FOR THE CONSTRUCTION OF CASING PIPES.
5. ANY WALL (S) LOCATED ADJACENT TO A UTILITY OR STORM DRAINAGE EASEMENT MUST BE ABLE TO SUPPORT THE DESIGN LOADS ASSUMING THAT THE EASEMENT HAS BEEN EXCAVATED FOR MAINTENANCE. THE PLANS SHALL NEED TO SPECIFY WHERE THE LOCATIONS OF THE EXCAVATION FOR A 1:1 SLOPE FOR THE UTILITY EXCAVATION MAY OCCUR.
6. IF THE WALLS ARE WITHIN EASEMENT, AN ENCROACHMENT AGREEMENT SHALL BE REQUIRED, IT IS NOTED THAT NO CHANGE IN GRADE SHALL OCCUR TO EXISTING EASEMENTS.
7. ALL PROPOSED PUBLIC UTILITIES SHALL BE LOCATED AND CONSTRUCTED AT AN ELEVATION SUCH THAT THE UTILITY LINESE WILL BE ABOVE ANY FABRIC OR REINFORCING GRID ASSOCIATED WITH THE WALL(S).
8. LOCATION OF WALL(S) SHALL BE CONFIGURED SO THAT MAINTENANCE ACTIVITIES ON PUBLIC UTILITIES WILL NOT IMPACT THE STABILITY/INTEGRITY OF SAID WALL(S)
9. WALL(S) MUST BE DESIGNED, SEALED & CONSTRUCTION CERTIFIED BY A NC LICENSED PROFESSIONAL ENGINEER WITH PROFICIENCY IN THE DESIGN OF STRUCTURAL WALL(S)
10. FOLLOWING PLAN APPROVAL, AN ENCROACHMENT AGREEMENT FOR ALL INFRASTRUCTURE WITHIN A PUBLIC UTILITIES EASEMENT IS REQUIRED.

CITY OF KANNAPOLIS SITE PLAN NOTES:

1. THE CITY OF KANNAPOLIS LAND DEVELOPMENT STANDARDS MANUAL AND NCDOT STANDARD SPECIFICATIONS ARE USED FOR CONSTRUCTION OF THE ROADWAYS, INCLUDING THE NCDOT SUPERPAVE MANUAL.
2. SECTION 1018 OF THE NCDOT STANDARD SPECIFICATIONS WILL BE USED FOR THE ACCEPTANCE OF BORROW MATERIAL BEING USED FOR EMBANKMENTS BACKFILL OR OTHER INTENDED USES.
3. A 48-HOUR NOTICE FOR SCHEDULING IS REQUIRED FOR THE PROOF ROLL. PLEASE ALLOW ADEQUATE TIME FOR THE INSPECTOR TO PERFORM GRADE CHECKS ON THE SUBGRADE AND ABC.
   A. A PROOF ROLL WILL BE PERFORMED PRIOR TO:
      i: PLACEMENT OF CURB AND GUTTER.
      ii: PLACEMENT OF ABC.
      iii: PLACEMENT OF ASPHALT.
4. AGGREGATE BASE COURSE SHALL BE PROVIDED FROM APPROVED SOURCES AS OUTLINED IN SECTION 1010 OF THE NCDOT STANDARD SPECIFICATIONS.
5. A PRE-PAVING METING WILL BE REQUIRED PRIOR TO ANY PAVING.
6. A NCDOT APPROVED JOB MIX FORMULA MUST BE SUBMITTED FOR APPROVAL PRIOR TO PAVING.
7. ASPHALT MIXES AND DEPTHS WILL ADHERE TO THE TYPICAL SECTION FOR ROADWAYS APPROVED IN THE CONSTRUCTION DRAWINGS. MINIMUM DEPTHS UNLESS OTHERWISE NOTED WILL BE 2.5" OF I19.0C PLACED IN ONE LIFT AND 2" OF S9.5C PLACED IN TWO LIFTS. THE FIRST LIFT OF S9.5C WILL BE PLACED IMMEDIATELY ON THE I19.0C, AND THE SECOND LIFT WILL BE PLACED PRIOR TO ACCEPTANCE OF THE ROAD. DRAINAGE WILL BE REQUIRED ON THE ROADWAY DURING THE TRANSITION OF THE TWO LIFTS OF S9.5C.
8. A PRE-POUR MEETING WILL BE REQUIRED PRIOR TO ANY CONCRETE POURS.
9. A NCDOT APPROVED MIX DESIGN MUST BE SUBMITTED ON A NCDOT FORM 312U PRIOR TO PLACING ANY CONCRETE.
10. REFER TO DETAIL SHEETS FOR THE PROPER INSTALLATION REQUIREMENTS FOR STORM PIPING USING NCDOT STANDARD DRAWING 300.01.
11. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A VIDEO OF THE STORM SYSTEM PRIOR TO ACCEPTANCE OF THE SYSTEM. IN NEW SUBDIVISIONS, TWO (2) VIDEOS OF THE STORM SYSTEM SHALL BE REQUIRED. THE FIRST VIDEO IS REQUIRED TO BE PERFORMED PRIOR TO THE FIRST PROOF ROLL. THE SECOND VIDEO IS REQUIRED AFTER THE INSTALLATION OF DRY UTILITIES, BUT PRIOR TO ACCEPTANCE OF THE STREETS BY THE CITY OF KANNAPOLIS.
12. EROSION CONTROL PERMIT IS REQUIRED ON-SITE DURING CONSTRUCTION. NCDEQ WILL BE INSPECTING THE KANNAPOLIS EROSION CONTROL PERMIT REQUIRED FOR ALL CONSTRUCTION DISTURBING LESS THAN 1 ACRE. CITY WILL BE INSPECTING THE PROJECT FOR COMPLIANCE WITH THE EROSION CONTROL PLAN.
13. THE APPROVED TYPICAL SECTION INCLUDES A SHOULDER BEHIND THE CURB AND GUTTER ON BOTH SIDES OF THE ROADWAY. THE SHOULDER MUST BE PRESERVED DURING GRADING OF ADJACENT PROPERTIES.
14. ONLY STREET LEGAL VEHICLES, LEGALLY LOADED APPROPRIATELY FOR THE HAULING VEHICLE, SHALL BE USED TO TRANSPORT CONSTRUCTION MATERIALS ON CITY STREETS.
15. NOTIFY THE CITY OF ANY WORK BEING PERFORMED ON THE WEEKENDS. NO WORK REQUIRING TESTING OR OBSERVATION BY THE CITY WILL BE PERMITTED WITHOUT WRITTEN PERMISSION.
16. NOISE ORDINANCE: 7:00AM TO 9:00 PM - WEEKDAYS, 8:00AM TO 9:00 PM WEEKENDS.

TYPICAL LOT DETAILS (N.T.S.):



* Proposed Lot Setbacks for Single Family - Detached

Single Family - Detached
42' x 120' Lot

* Proposed Lot Setbacks for Single Family - Detached

Single Family - Detached
52' x 120' Lot

** Proposed Lot Setbacks for Single Family - Attached

Single Family - Attached
20' Townhome Unit

NORTH ORIENTED TO SC GRID SOME TEXT SOME TEXT

Know what's below. Call before you dig.

ESP Associates, Inc.
2200 Gateway Centre Blvd. Suite 216
Morrisville, NC 27560
919-678-1070
www.espassociates.com
NC LICENSE #F-1407

NORTH CAROLINA LICENSE NO.: F-1407 ESP ASSOCIATES, INC.

NORTH CAROLINA PROFESSIONAL SEAL 028116 ENGINEER SALMAN MOAZAM
02/25/2022

NO.	DATE	REVISION	BY
1	2/16/2021	REVISED PER CITY COMMENTS	CDL
2	10/29/2021	REVISED PER CITY COMMENTS	AL
3	2/22/2022	REVISED PER CITY COMMENTS	AL

OVERALL SITE PLAN

BAKERS CREEK SUBDIVISION

KANNAPOLIS, NC

SUNCREST

PROJECT INFORMATION	
PROJECT MANAGER:	SM
DESIGNED BY:	SM
DRAWN BY:	SM
PROJECT NUMBER:	HP50.400
ORIGINAL DATE:	11/2/2020

SHEET: **C3.0**

S:\RE1\Projects\2020\hp50.400 bakers creek_HP50.400\Sheets\HP50-SITE OVERALL.dwg, C3.0, alofton

Order Confirmation

Order# 0000790886

PO Box 27283
Richmond, VA 23261-7283

Client:	CITY OF KANNAPOLIS	**Payor :**	CITY OF KANNAPOLIS
Phone:	7049204300	**Phone:**	7049204300
Account:	3143368	**Account:**	3143368
Address:	ACTS PAYABLE/WANDA/TEARSHEETS KANNAPOLIS NC 28081	**Address:**	ACTS PAYABLE/WANDA/TEARSHEETS KANNAPOLIS NC 28081

Sales Rep	Accnt Rep	Ordered By		
aboan	aboan	Pam	**Fax:**	7049337463
			EMail:	bbell@kannapolisnc.gov

Total Amount	**$458.92**
Payment Amount	**$458.92**
Amount Due	**$0.00**
Tax Amount:	0.00
Payment Meth:	Credit - Debit Card

Tear Sheets	Proofs	Affidavits	PO Number:
0	0	1	

Ad Number	Ad Type	Ad Size	Color
0000790886-01	CLS Legal	2 X 53 li	$0.00

Production Method
AdBooker (liner)

Production Notes

Product and Zone	Placement	Position	# Inserts
CON Independent Trib	C-Legal Ads	Legal Notices	2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 7/ 1/2022, 7/ 8/2022

Product and Zone	Placement	Position
NCC Online	C-Legal Ads	Legal Notices

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 7/ 1/2022, 7/ 2/2022, 7/ 3/2022, 7/ 4/2022, 7/ 5/2022, 7/ 6/2022, 7/ 7/2022

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYJULY112(
ANNAPOLISCITYCOUNCILCITYCOUNCILWILLCONDUCTPUBLIC

KANNAPOLIS

NOTICE OF PUBLIC HEARING
KANNAPOLIS CITY COUNCIL

Monday July 11, 2022

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct public hearings relating to the City of Kannapolis ("City") entering into Development Agreements pursuant to North Carolina General Statutes §§ 160D-1001 et seq with the following companies:

Suncrest Real, LLC; (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a residential project upon 106.232 acres of real property being Rowan County Tax Parcel ID's# 154051, 154080, 154081, 159336, 159023A, 159335, 160153, 159006, 159314, 159005, 159011, 159010, 159301, 160242and 160020 (the "Property"); and

M/I Homes of Charlotte, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a residential project upon 46.74 acres of real property being Cabarrus County Tax Parcel IDs# 46820348350000 and 46820247670000 (the "Property"); and

A copy of the proposed Agreements, 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 July 11, 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: July 1 and July 8, 2022

CITY OF KANNAPOLIS
RESOLUTION
APPROVING ORDINANCE RELATING TO
BAKERS CREEK DEVELOPMENT, LLC,
DEVELOPMENT AGREEMENT

WHEREAS, N.C.G.S. §160D-1001, and its following statutory provisions authorize municipalities to enter into development agreements with developers under the terms and conditions stated therein; and

WHEREAS, the City of Kannapolis ("City") and Bakers Creek Development, LLC ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, N.C.G.S 160D-1003, provides that Development Agreements may be adopted by ordinance; and

WHEREAS, the City finds that the Development Agreement is consistent with the statutes and in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, as follows 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 Ordinance authorizing the Development Agreement by and between City and Developer, dated July 11, 2022, and attached hereto (the "Development Agreement").

2. The City Manager is authorized to execute the Development Agreement subject to minor errors and non-substantial modification by him consistent with the intent of this Ordinance.

3. This Ordinance is effective upon adoption.

Adopted this 11th day of July, 2022.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

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 11th day of July, 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 Bakers Creek Development, 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 11th day of July, 2022.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Walter M. Safrit, City Attorney and Richard Smith, Planning Director
TITLE	Development Agreement Relating to Approval of Sewer Allocation Permit(s) Emerson Glen

A. Action Requested by City Council

1. Conduct a Public Hearing
2. Motion to approve the Resolution adopting the Ordinance approving the execution of 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 this meeting for consideration, public comment and approval. The project for consideration of the above described development agreement is a 46.74 acre, 86-lot single-family residential subdivision on Jim Johnson Road with M/I Homes of Charlotte, LLC. The development agreement calls for one phase of 86 lots.

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 approve the Resolution adopting the Ordinance approving the execution of the Development Agreement (Recommended)**
2. Amend and then approve the Resolution
3. Take no action
4. Table action to a future meeting

ATTACHMENTS:

File Name

- DEVELOPMENT_AGREEMENT_(MI_Homes-Emerson_Glen-City)_(Allocation_Template)_With_Changes__6-23-22_(003).pdf
- Vicinity_DA2022_07.pdf
- Emerson_Glen_Site_Plan.pdf
- Public_Notice_July_11_2022.pdf
- Resolution_Approving_Ordinance_(City-MI_Homes)_7-5-22_(1).pdf
- Emerson_Glen_Ordinance_Approving_Development_Agreement.pdf

WASTEWATER ALLOCATION
DEVELOPMENT AGREEMENT
BY AND BETWEEN

THE CITY OF KANNAPOLIS, NORTH CAROLINA

AND

M/I Homes of Charlotte, LLC

_____, 2022

Emerson Glen

Staff Only:
Approval Section _____

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 M/I Homes of Charlotte, 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 they exist 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 involve 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 noticed 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.

RECITALS

A. Developer and the City desire to enter into this Agreement for the development of certain real property containing approximately 46.74 acres and consisting of two (2) parcel denoted by Cabarrus County parcel ID 46820348350000 & 46820247670000 (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 86 single family lot subdivision.

2. Issuance of a Sewer Allocation Permit, 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-2021-07.

G. This Agreement was considered by the Kannapolis Planning and Zoning Commission at its N/A, 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 _____ 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 _____; (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 NumberCZ-2021-07_____, and as set forth on Exhibit C attached 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) 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.

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, Development Schedule and sewer matrix application.

b) Developer will dedicate public utilities and facilities to City as required by Ordinance.

12) Default.

a) Developer Default. Developer must initiate construction of the Project for an applicable phase of the on or before 180 days following issuance of the Allocation Permit for such phase (i.e., Council Approval) if no extension of utilities is required. In the event the extension of utilities is required, construction of the Project must be initiated on or before 180 days after issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit. If the Developer fails to make continuous progress in the period following submission of construction plans for review and issuance of the NC Department of Environmental Quality Wastewater Collection System Extension Permit, the Project's sewer allocation may be revoked in the discretion of the City as a material default under this Agreement. This requirement applies to construction for each phase of the Project for which an Allocation Permit is issued. 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. Notwithstanding anything contained here in to the contrary, the violation of any rule, policy, regulation ordinance or law by a homeowner in the Development shall not be considered to be an event of default under this Agreement. That being said, the City is not waiving its ability or right to enforce the Ordinance or any other City regulation in accordance with the terms of the Ordinance or any such regulation.

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) Institute action to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of the Agreement.
ii) Refuse to issue certificates of compliance for the Development Project and pursuant to the Development Plan and this Agreement will be issued.
iii) Rescind any sewer allocation permit.
iv) 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. In addition to any other rights or remedies, Developer may institute action to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of the Agreement.

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 it 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: M/I Homes of Charlotte, LLC
5350 77 Center Drive, Suite 100
Charlotte, NC 28217
Email: gschulmeyer@mihomes.com

With copies to: M/I Homes of Charlotte, LLC
4131 Worth Ave., Suite 500
Atten: Legal Dept.
Columbus, Ohio 43219
Email: legal@mihomes.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.

s) Homeowner's Association. Development rights necessary for necessary to develop 86 single family detached homes on the Property in accordance with this Agreement, Development Plan (Exhibit C) and City of Kannapolis Unified Development Ordinance. Note that incidental and accessory uses relating to the Development of the Property that are permitted in the Residential compact-conditional zoning district approved for the Development may be developed on the Property including, amenities for the single family detached homes."

[Separate Signature Pages 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: _____

M/I HOMES OF CHARLOTTE, LLC

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____. personally came before me this day and acknowledged that (s)he is _____ of M/I Homes of Charlotte, 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 _____, _____.

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

_____
Notary Public

[SEAL]

My commission expires: _____

Ordinance #_____

EXHIBIT A

Ordinance

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KANNAPOLIS AND _M/I Homes of Charlotte, LLC

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 M/I Homes of Charlotte, LLC ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, a public hearing was held on _____ 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 ____ day of _____, 20___.

_____
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

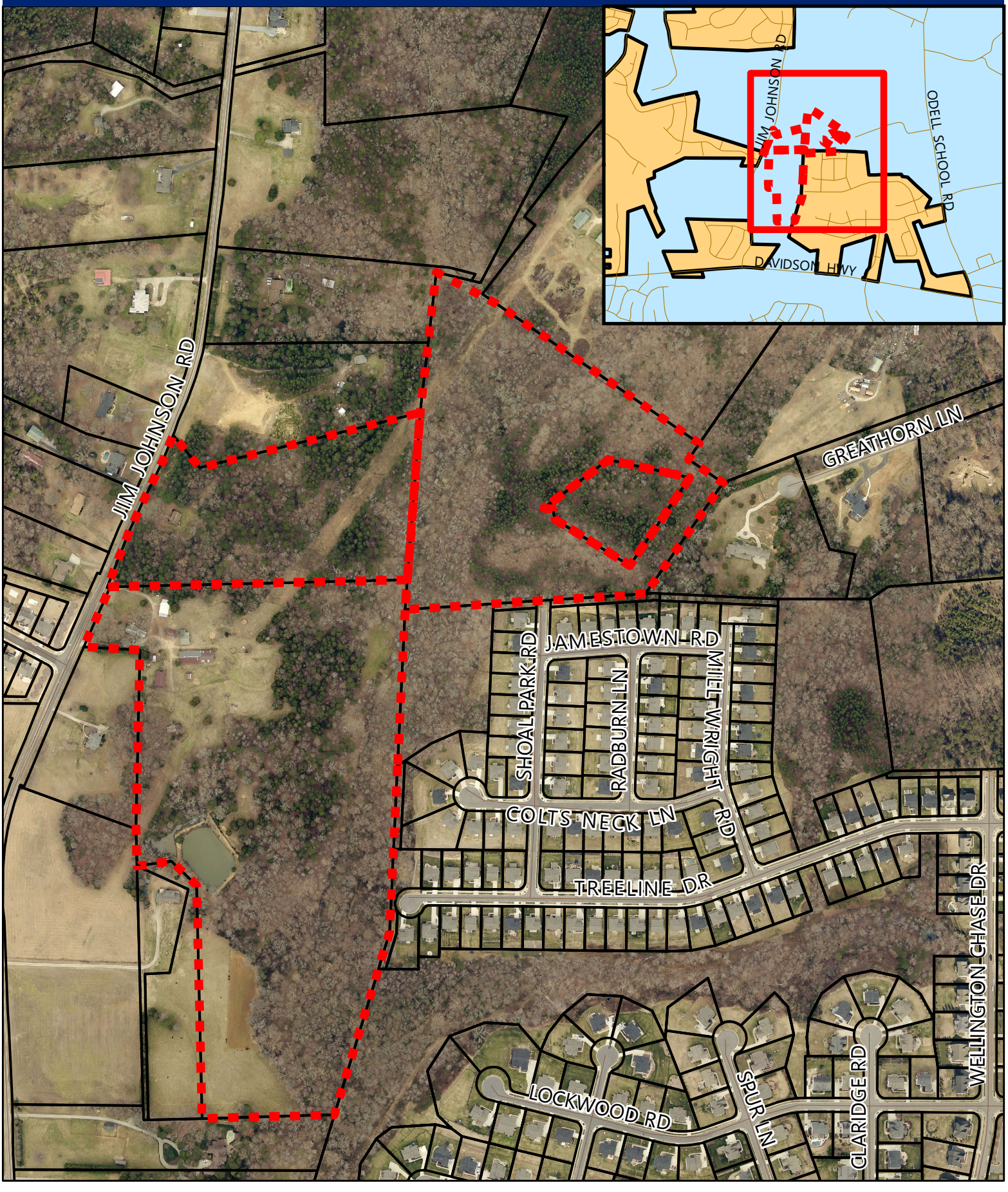
1. Development of 8" water and sewer mains with necessary appurtenances to serve 86 single family lots.

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, 2028 but such construction shall not be an obligation of Developer.

Vicinity Map

Case Number: DA-2022-07
Applicant: Ardent Acquisitions, LLC
Jim Johnson Road



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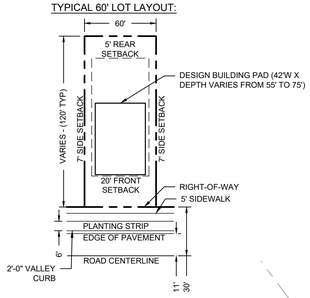
DEVELOPMENT DATA

TAX PARCEL ID:	46820348350000 & 46820247670000
ZONING:	RC-CZ (CZ-2021-007)
PROPERTY AREA:	≈46.24 AC.
PROPOSED # OF LOTS:	86
PROPOSED DENSITY:	1.86 UNITS PER ACRE
MAXIMUM ALLOWED DENSITY:	1.86 UNITS PER ACRE
MINIMUM LOT AREA:	6,000 SF
MINIMUM LOT WIDTH:	60'
FRONT SETBACK:	20'
SIDEYARD SETBACK:	7'
REAR YARD SETBACK:	5'

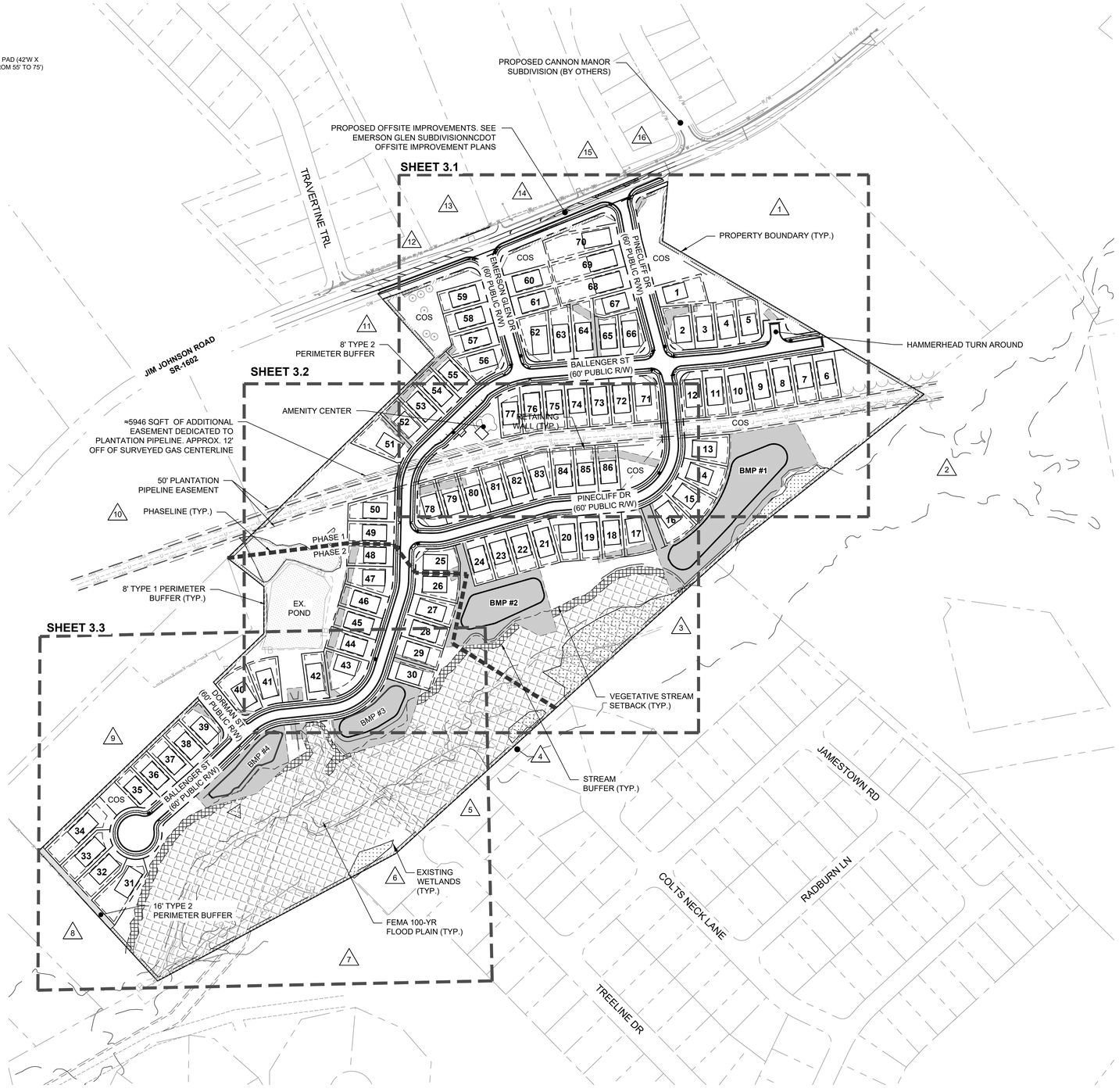
TYPICAL 60' LOT LAYOUT:



NOTES:
1. THE CITY OF KANNAPOLIS LAND DEVELOPMENT AND NCDOT STANDARD SPECIFICATIONS ARE USED FOR CONSTRUCTION OF THE ROADWAYS, INCLUDING THE NCDOT SUPERPAVE MANUAL.
2. SECTION 1018 OF THE NCDOT STANDARD SPECIFICATIONS WILL BE USED FOR THE ACCEPTANCE OF BORROW MATERIAL BEING USED FOR EMBANKMENTS BACKFILL OR OTHER INTENDED USES.
3. A 16 BUSINESS HOUR NOTICE FOR SCHEDULING IS REQUIRED FOR THE PROOF ROLL. PLEASE ALLOW ADEQUATE TIME FOR THE INSPECTOR TO PERFORM GRADE CHECKS ON THE SUBGRADE AND ABC.
   A. A PROOF ROLL WILL BE PERFORMED PRIOR TO:
   I. PLACEMENT OF CURB AND GUTTER.
   II. PLACEMENT OF ABC.
   III. PLACEMENT OF ASPHALT.
4. AGGREGATE BASE COURSE SHALL BE PROVIDED FROM APPROVED SOURCES AS OUTLINED IN SECTION 1010 OF THE NCDOT STANDARD SPECIFICATIONS.
5. A PRE-PAVING MEETING WILL BE REQUIRED PRIOR TO ANY PAVING.
6. A NCDOT APPROVED JOB MIX FORMULA MUST BE SUBMITTED FOR APPROVAL PRIOR TO PAVING.
7. ASPHALT MIXES AND DEPTHS WILL ADHERE TO THE TYPICAL SECTION FOR ROADWAYS APPROVED IN THE CONSTRUCTION DRAWINGS. MINIMUM DEPTHS UNLESS OTHERWISE NOTED WILL BE 2 ½" OF I19.0C PLACED IN ONE LIFT AND 2" OF S9.5B PLACED IN TWO LIFTS. THE FIRST LIFT OF S9.5B WILL BE PLACED IMMEDIATELY ON THE I19.0C, AND THE SECOND LIFT WILL BE PLACED PRIOR TO ACCEPTANCE OF THE ROAD. DRAINAGE WILL BE REQUIRED ON THE ROADWAY DURING THE TRANSITION OF THE TWO LIFTS OF S9.5B.
8. A PRE-POUR MEETING WILL BE REQUIRED PRIOR TO ANY CONCRETE POURS.
9. A NCDOT APPROVED MIX DESIGN MUST BE SUBMITTED ON A NCDOT FORM 312U PRIOR TO PLACING ANY CONCRETE.
10. REFER TO DETAIL SHEETS FOR THE PROPER INSTALLATION REQUIREMENTS FOR STORM PIPING USING NCDOT STANDARD DRAWING 300.01.
11. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A VIDEO OF THE STORM SYSTEM PRIOR TO ACCEPTANCE OF THE SYSTEM. IN NEW SUBDIVISIONS, TWO (2) VIDEOS OF THE STORM SYSTEM SHALL BE REQUIRED. THE FIRST VIDEO IS REQUIRED TO BE PERFORMED PRIOR TO THE FIRST PROOF ROLL. THE SECOND VIDEO IS REQUIRED AFTER THE INSTALLATION OF DRY UTILITIES, BUT PRIOR TO ACCEPTANCE OF THE STREETS BY THE CITY OF KANNAPOLIS.
12. EROSION CONTROL PERMIT IS REQUIRED ON-SITE DURING CONSTRUCTION. NCDEQ WILL BE INSPECTING THE PROJECT FOR COMPLIANCE WITH THE EROSION CONTROL PLAN IF DISTURBING MORE THAN 1 ACRE. CITY OF KANNAPOLIS EROSION CONTROL PERMIT REQUIRED FOR ALL CONSTRUCTION DISTURBING LESS THAN 1 ACRE. CITY WILL BE INSPECTING THE PROJECT FOR COMPLIANCE WITH THE EROSION CONTROL PLAN.
13. THE APPROVED TYPICAL SECTION INCLUDES A SHOULDER BEHIND THE CURB AND GUTTER ON BOTH SIDES OF THE ROADWAY. THE SHOULDER MUST BE PRESERVED DURING GRADING OF ADJACENT PROPERTIES.
14. ONLY STREET LEGAL VEHICLES, LEGALLY LOADED APPROXIMATELY FOR THE HAULING VEHICLE, SHALL BE USED TO TRANSPORT CONSTRUCTION MATERIALS ON CITY STREETS.
15. NOTIFY THE CITY OF ANY WORK BEING PERFORMED ON THE WEEKENDS. NO WORK REQUIRING TESTING OR OBSERVATION BY THE CITY WILL BE PERMITTED WITHOUT WRITTEN PERMISSION.
16. NOISE ORDINANCE: 7:00AM TO 9:00PM WEEKDAYS, 8:00AM TO 9:00PM WEEKENDS.

LEGEND

SYMBOL		SYMBOL	
	PROPERTY BOUNDARY		PROPOSED SIDEWALK
	ADJOINING PROPERTY LINE		PROPOSED RIGHT–OF–WAY TO BE DEDICATED
W W	EXISTING WATERLINE		PROPOSED LOT LINE
SS SS	EXISTING SANITARY SEWER		PROPOSED BUILDING SETBACK
	PROPOSED STORM DRAINAGE		PROPOSED UTILITY EASEMENT
	PROPOSED EDGE OF PAVEMENT		PROPOSED STORM EASEMENT
	PROPOSED BACK OF CURB		



NOTES:
1. SEE SHEETS 8.0 - 8.4 AND 10.0 - 10.5 FOR ADDITIONAL NOTES AND DETAILS.
2. ALL STREETS ARE PUBLIC LOCAL RESIDENTIAL STREET (KANNAPOLIS LDSM DETAIL 101).
3. ALL UTILITIES TO BE UNDERGROUND.
4. CONCRETE FLARES MAY BE ELIMINATED ON VALLEY GUTTER CURB RAMPS.

150 0 150 300
SCALE: 1" = 150'

CONTRACTOR SHALL VERIFY THAT NO UTILITIES ARE IN CONFLICT WITH IMPROVEMENTS. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY TO RELOCATE UTILITIES SHOULD CONFLICTS EXIST.

WK DICKSON
community infrastructure consultants
1213 W MOREHEAD ST
SUITE 300
CHARLOTTE, NC 28208
(t)704-334-5348
(f)704-334-0078
WWW.WKDICKSON.COM
NC LICENSE NO.F-0374

NORTH CAROLINA PROFESSIONAL SEAL 044570 ENGINEER EDWIN T. SUDDRETH

May 2 2022 5:28 PM

PROFESSIONAL SEAL

REVISION RECORD

NO.	DATE	DESCRIPTION	BY
B	5/02/22	REVISIONS PER 2ND ROUND OF COMMENTS	ETS
A	3/18/22	REVISIONS PER 1ST ROUND OF COMMENTS	ETS

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT NAME:
EMERSON GLEN SUBDIVISION
FOR
M/I HOMES OF CHARLOTTE, LLC
5350 77 CENTER DRIVE, SUITE 100,
CHARLOTTE, NC 28217

DRAWING TITLE:
OVERALL SITE PLAN

PROJ. MGR.:	ETS
DESIGN BY:	ETS
DRAWN BY:	RMJ
PROJ. DATE:	JAN. 2022

DRAWING NUMBER:
3.0

WKD PROJ. NO.:
2021002200CL

M/I HOMES

WK DICKSON
community infrastructure consultants

Order Confirmation

Order# 0000790886

PO Box 27283
Richmond, VA 23261-7283

Client:	CITY OF KANNAPOLIS	**Payor :**	CITY OF KANNAPOLIS
Phone:	7049204300	**Phone:**	7049204300
Account:	3143368	**Account:**	3143368
Address:	ACTS PAYABLE/WANDA/TEARSHEETS KANNAPOLIS NC 28081	**Address:**	ACTS PAYABLE/WANDA/TEARSHEETS KANNAPOLIS NC 28081

Sales Rep	Accnt Rep	Ordered By		
aboan	aboan	Pam	**Fax:**	7049337463
			EMail:	bbell@kannapolisnc.gov

Total Amount	**$458.92**
Payment Amount	**$458.92**
Amount Due	**$0.00**
Tax Amount:	0.00
Payment Meth:	Credit - Debit Card

Tear Sheets	Proofs	Affidavits	PO Number:
0	0	1	

Ad Number	Ad Type	Ad Size	Color
0000790886-01	CLS Legal	2 X 53 li	$0.00

Production Method
AdBooker (liner)

Production Notes

Product and Zone	Placement	Position	# Inserts
CON Independent Trib	C-Legal Ads	Legal Notices	2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 7/ 1/2022, 7/ 8/2022

Product and Zone	Placement	Position
NCC Online	C-Legal Ads	Legal Notices

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING KANNAPOLIS CITY

Run Dates 7/ 1/2022, 7/ 2/2022, 7/ 3/2022, 7/ 4/2022, 7/ 5/2022, 7/ 6/2022, 7/ 7/2022

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYJULY112(
ANNAPOLISCITYCOUNCILCITYCOUNCILWILLCONDUCTPUBLIC

KANNAPOLIS

NOTICE OF PUBLIC HEARING
KANNAPOLIS CITY COUNCIL

Monday July 11, 2022

NOTICE IS GIVEN that the Kannapolis City Council ("City Council") will conduct public hearings relating to the City of Kannapolis ("City") entering into Development Agreements pursuant to North Carolina General Statutes §§ 160D-1001 et seq with the following companies:

Suncrest Real, LLC; (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a residential project upon 106.232 acres of real property being Rowan County Tax Parcel ID's# 154051, 154080, 154081, 159336, 159023A, 159335, 160153, 159006, 159314, 159005, 159011, 159010, 159301, 160242and 160020 (the "Property"); and

M/I Homes of Charlotte, LLC (hereinafter, "Developer"). Pursuant to the Agreement, Developer intend to construct a residential project upon 46.74 acres of real property being Cabarrus County Tax Parcel IDs# 46820348350000 and 46820247670000 (the "Property"); and

A copy of the proposed Agreements, 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 July 11, 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: July 1 and July 8, 2022

CITY OF KANNAPOLIS
RESOLUTION
APPROVING ORDINANCE RELATING TO
M/I HOMES OF CHARLOTTE, LLC,
DEVELOPMENT AGREEMENT

WHEREAS, N.C.G.S. §160D-1001, and its following statutory provisions authorize municipalities to enter into development agreements with developers under the terms and conditions stated therein; and

WHEREAS, the City of Kannapolis ("City") and M/I Homes of Charlotte, LLC ("Developer") have negotiated an agreement in accord with and under the authority of the cited statutes, and

WHEREAS, N.C.G.S 160D-1003, provides that Development Agreements may be adopted by ordinance; and

WHEREAS, the City finds that the Development Agreement is consistent with the statutes and in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, as follows 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 Ordinance authorizing the Development Agreement by and between City and Developer, dated July 11, 2022, and attached hereto (the "Development Agreement").

2. The City Manager is authorized to execute the Development Agreement subject to minor errors and non-substantial modification by him consistent with the intent of the Development Agreement and this Ordinance.

3. This Ordinance is effective upon adoption.

Adopted this 11th day of July, 2022.

_____
Milton D. Hinnant, Mayor

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

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 11th day of July, 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 M/I Homes of Charlotte, 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 11th day of July, 2022.

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Bridgette Bell, MMC, NCCMC
City Clerk

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Richard Smith, Planning Director
TITLE	Resolution CPA-2022-02 - Amend 2030 Comprehensive Plan Future Land Use Designation

A. Action Requested by City Council

1. Hold Public Hearing on request to amend Move Kannapolis Forward 2030 Comprehensive Plan - Future Land Use and Character Area Map.

2. Motion to approve a Resolution amending the Move Kannapolis Forward 2030 Comprehensive Plan - Future Land Use and Character Area Map in the area east of the Interstate 85 and Lane Street interchange area from "Future Planning Area" to "Employment Center" and "Complete Neighborhood 2" Character Area, with the residual area closest to China Grove Road and outside the Primary Activity Interchange and Employment Center of the old stadium area will also be designated "Complete Neighborhood 2".

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

In March 2018, the City Council adopted the Move Kannapolis Forward 2030 Comprehensive Plan. This plan includes a “Future Land Use and Character Map”, which provides guidance for future land development in the City of Kannapolis.

At a March 29, 2022, Special Meeting of the Planning and Zoning Commission, the Commission recommended to City Council, among other amendments, to amend the Comprehensive Plan Future Land Use Map so that the area near the eastern terminus of Lane Street, south on Irish Potato Road to just south of Barrier Road, running back west to Centergrove Road area would be changed from Future Planning Area to “Complete Neighborhood 2” designation.

City Council recently adopted the other amendments as recommended. After further research and review, however, staff found that the area closest to Lane Street and the intersection with Old Salisbury-Concord Road was perhaps more suited for a more non-residential type designation than the previously recommended designation of Complete Neighborhood 2.

After further review, staff has determined that the area around Lane Street and the intersections with Old Salisbury-Concord Road and Turkey Road is better suited for an “Employment Center” designation on the Future Land Use Map. The residual area closest to China Grove Road and outside the Primary Activity Interchange and Employment Center of the old stadium area will also be designated "Complete Neighborhood 2". The areas south on Irish Potato Road to just south of Barrier Road, running back west to Centergrove Road area remain suited to be changed from Future Planning Area to “Complete Neighborhood 2” designation, as previously discussed.

The Planning and Zoning Commission recommended approval to City Council at their regular meeting held on June 21, 2022 meeting.

D. Fiscal Considerations

None

E. Policy Issues

Section 2.3.2.1 of the UDO (now Section 2.3.B.(1)d. of the KDO) states that “The Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan”, and further “To prepare amendments to the plan and its elements and to submit the amendments to the City Council”. In accordance with Section 2.4.1 of the UDO (now Section 2.3.A.(1)d. of the KDO), the City Council has final authority to amend the 2030 Plan.

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

1. **Motion to approve Resolution to Amend City of Kannapolis Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map, as presented. (Recommended)**
2. Take no action
3. Table matter to a future meeting

ATTACHMENTS:

File Name

- CPA-2022-02_Public_Notice_Ad_July_11_2022.pdf
- Current_FLU_CPA_2022_02.pdf
- Future_FLU_CPA_2022_2cn2.pdf
- RESOLUTION_-_Amend_FLU_and_Character_Map.pdf

Order Confirmation

Order# 0000791008

PO Box 27283
Richmond, VA 23261-7283

Client: CITY OF KANNAPOLIS
Phone: 7049204300

Payor : CITY OF KANNAPOLIS
Phone: 7049204300

Account: 3143368
Address: ACTS PAYABLE/WANDA/TEARSHEETS
KANNAPOLIS NC 28081

Account: 3143368
Address: ACTS PAYABLE/WANDA/TEARSHEETS
KANNAPOLIS NC 28081

Sales Rep	Accnt Rep	Ordered By
aboan	aboan	Pam

Fax: 7049337463
EMail: bbell@kannapolisnc.gov

Total Amount	**$411.42**
Payment Amount	**$411.42**
Amount Due	**$0.00**
Tax Amount:	0.00
Payment Meth:	Credit - Debit Card

Tear Sheets	Proofs	Affidavits	PO Number:
0	0	1	

Ad Number	Ad Type	Ad Size	Color
0000791008-01	CLS Liner	2 X 33 li	$0.00

Production Method
AdBooker (liner)

Production Notes

Product and Zone	Placement	Position	# Inserts
CON Independent Trib	C-Announcements	General-Spec Notice	2

Run Schedule Invoice Text: NOTICE OF PUBLIC HEARING Kannapolis City Council

Run Dates 7/ 1/2022, 7/ 8/2022

TagLine: NOTICEOFPUBLICHEARINGKANNAPOLISCITYCOUNCILMONDAYJULY112022AT630PMCOMPREHENSIVE PLANAMENDMENTCPA202202PUBLICHEARINGTOCONSIDERAN

KANNAPOLIS

NOTICE OF PUBLIC HEARING
Kannapolis City Council

Monday July 11, 2022 at 6:30 pm

Comprehensive Plan Amendment – CPA-2022-02 – Public Hearing to consider an amendment to the *Move Kannapolis Forward 2030 Comprehensive Plan* "Future Land Use and Character Map" designation of the area east of the Interstate 85 and Lane Street interchange area from "Future Planning Area" to "Employment Center" and "Complete Neighborhood 2" Character Area.

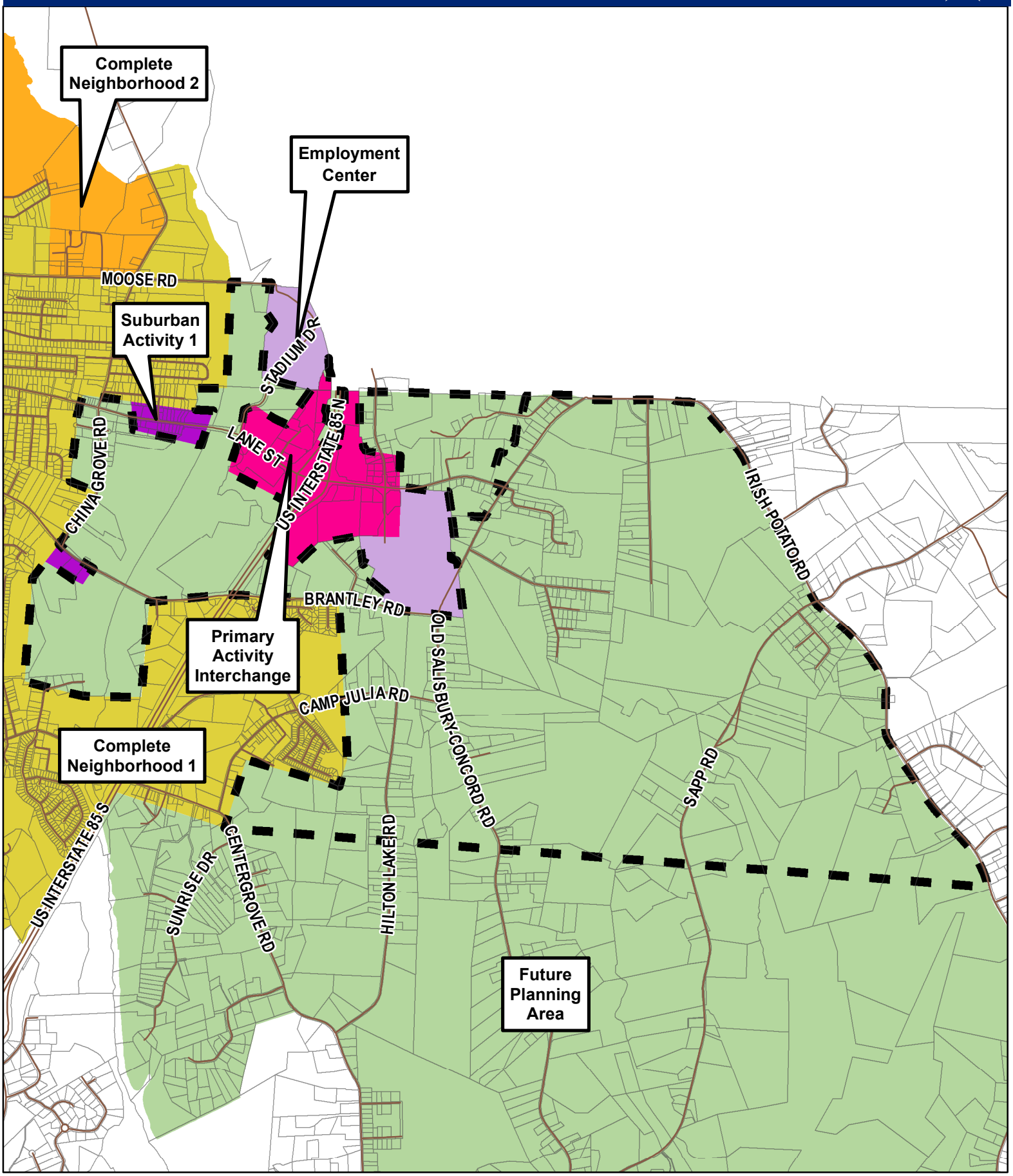
Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Kannapolis, should contact the office of Tina H. Cline, Human Resource Director, by phone at 704-920-4302 or by email at tcline@kannapolisnc.gov as soon as possible but no later than 48 hours before the scheduled event.

Publish: July 1, July 8, 2022.

Current Kannapolis 2030 Future Land Use Map

Case Number: CPA-2022-02

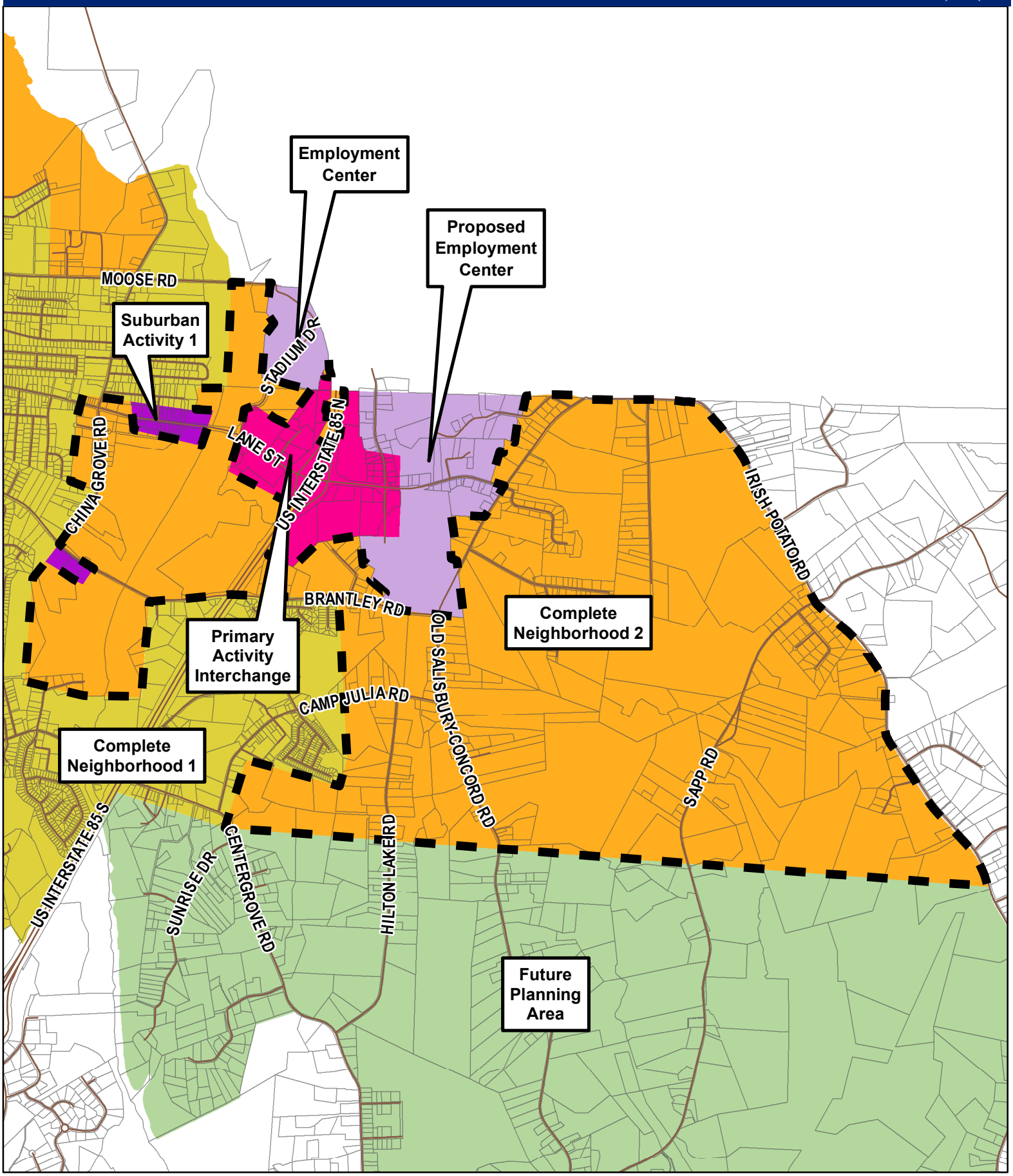
Applicant: City of Kannapolis



Proposed Kannapolis 2030 Future Land Use Map

Case Number: CPA-2022-02

Applicant: City of Kannapolis



RESOLUTION TO AMEND
MOVE KANNAPOLIS FORWARD 2030 COMPREHENSIVE PLAN
FUTURE LAND USE AND CHARACTER MAP
COMPREHENSIVE PLAN AMENDMENT (CPA-2022-02)

WHEREAS, the purpose of the *Move Kannapolis Forward 2030 Comprehensive Plan* is to establish guidelines for the development of the physical landscape of the City and its growth areas, as well as provide a decision-making tool for elected and/or appointed officials; and

WHEREAS, the *Move Kannapolis Forward 2030 Comprehensive Plan* was originally adopted on March 26, 2018; and

WHEREAS, City Council recognizes that updates must be made periodically to the *2030 Plan* to address the City's ongoing needs and to facilitate new growth and development; and

WHEREAS, In accordance with Section 2.3.2. Powers and Duties, of the UDO (now Section 2.3.B(1)d. of the KDO), the Planning and Zoning Commission shall provide an advisory function to assist in making decisions pertaining to amendments to the Comprehensive Plan. The Commission shall have the powers and duties including, but not limited to, the preparation of a comprehensive plan and amendments to the plan and its elements and to submit the amendments to the City Council; and

WHEREAS, the Planning and Zoning Commission, at its regular meeting held on June 21, 2022, voted to recommend that City Council amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* to apply the "Employment Center" and "Complete Neighborhood 2" Character Area designation to the area located east of the Interstate 85 and Lane Street interchange; and

WHEREAS, In accordance with Section 2.4.1. Powers and Duties, of the UDO (now Section 2.3.A(1)d. of the KDO), City Council shall render final decisions pertaining to amendments to the Comprehensive Plan; and

WHEREAS, at its July 11, 2022 meeting, a public hearing was held by City Council to consider the request to amend the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map* by designating the subject properties as a "Employment Center" and "Complete Neighborhood 2" Character Areas; and

WHEREAS, it was determined by City Council that the proposed amendment was necessary to ensure that future development is consistent with the goals, objectives and policies of the *Move Kannapolis Forward 2030 Comprehensive Plan*.

NOW, THEREFORE BE IT RESOLVED that the City Council of Kannapolis, North Carolina hereby adopts the proposed amendment to the *Move Kannapolis Forward 2030 Comprehensive Plan Future Land Use and Character Map*. In adopting this Comprehensive Plan Amendment, the Council recognizes that this document will provide a long-term "blueprint" to guide the City's leadership in decision-making regarding the growth, development, and redevelopment of the City.

Adopted this the 11th day of July 2022

_____
Milton D. Hinnant, Mayor
City of Kannapolis

ATTEST:

_____
Bridgette Bell, MCC, NCCMC
City Clerk

City of Kannapolis
City Council Meeting
July 11, 2022
Staff Report

TO:	Mayor and City Council
FROM:	Sherry Gordon, Community Development Program Administrator
TITLE	Appointments to the Community Improvement Commission

A. Action Requested by City Council

Motion to reappoint three members to the Community Improvement Commission

B. Required Votes to Pass Required Action

Majority present at meeting

C. Background

The Community Improvement Commission has three terms to fill. Theron Smoutherson, Yolanda Thompson and Mark Goodnight have all expressed interest in continuing to serve on the commission. Staff supports reappointing these members to serve another term.

D. Fiscal Considerations

None

E. Policy Issues

None

F. Legal Issues

None

G. Alternative Courses of Action and Recommendation

1. **Motion to appoint Theron Smoutherson, Yolanda Thompson and Mark Goodnight to new 3-year terms. (Recommended).**
2. Appoint any three members from the applications on file.
3. Defer action to a future meeting.

ATTACHMENTS:

File Name

- CD_member_list_2021-22.pdf

KANNAPOLIS COMMUNITY IMPROVEMENT COMMISSION
July 2021 - June 2022

Chairperson Amos McClorey 1413 Cooper Avenue Kannapolis, NC 28081	(H) 704-938-4500 (C) 704-560-1877 Email: mccloreya@yahoo.com Term: 2 Term expires: June 30, 2023
Vice Chairperson Theron Smoutherson 614 N. Juniper Avenue Kannapolis, NC 28081	(C) 980-621-8494 Email: theron1970@hotmail.com Term: 1 Term Expires: June 30, 2022
Jacqueline Anthony 1563 Kingston Drive Kannapolis, NC 28083	(C) 704-352-7248 Email: jantdesigns@gmail.com Term: 2 Term Expires: June 30, 2023
Yolanda Thompson 2308 Coach House Lane Kannapolis, NC 28081	(H) 704-933-8370 (C) 980-621-0081 Email: yolaniedcor@outlook.com Term:1 Term Expires: June 30, 2022
Mark Goodnight 909 N. Main Street Kannapolis, NC 28081	(H) 704-938-9259 (C) 704-773-0818 Email: markgoodnightrealtor@gmail.com Term:1 Term expires: June 30, 2022
Teresa (Tess) Dalsing 901 Central Drive Kannapolis, NC 28083	(C) 704-591-9173 Email: ttess51070@gmail.com Term: 2 Term Expires: June 30, 2024
Patricia Ware 605 Hillside Street Kannapolis, NC 28083	(C) 980-677-6122 Email: patriciaware0675@gmail.com Term: 2 Term Expires: June 30, 2024
Spencer Swain 3676 Trinity Church Rd. Kannapolis, NC 28081	(C) 704-202-5057 Email: spencerswain@familiesfirst.org Term: 1 Term Expires: June 30, 2023
Debbie Wilkinson 306 Larry Drive Kannapolis, NC 28083	(C) 704-699-6915 Email: debbiegwilkinson@gmail.com Term: 1 Term Expires: June 30, 2024

This Commission meets the third Tuesday of January, February, April, May and August at 6:00 pm., at the Kannapolis City Hall/Police Headquarters located at 401 Laureate Way, Kannapolis, NC.

Meetings are subject to rescheduling due to holidays and other events. To ensure that a specific meeting is unchanged, please contact Sherry Gordon, Kannapolis Community Development Program Administrator at (704) 920-4332, or sgordon@kannapolisnc.gov.