


STATESVILLE CITY COUNCIL MEETING

**Statesville City Hall – 227 S. Center Street
March 12, 2026 – 3:00 p.m. – Statesville Housing Authority Annual Presentation – 2nd Floor
Conference Room**

**March 12, 2026 - 4:00 p.m. - Pre-Agenda Meeting – 2nd Floor Conference Room
February 16, 2026 – 6:00 p.m. – Regular Meeting – City Council Chambers**

- I. **Call to Order**
- II. **Invocation**
- III. **Pledge of Allegiance**
- IV. **Adoption of the Agenda**
- V. **2026 Code of Ethics and the Front and Center Strategic Plan p. 3**
- VI. **Presentations & Recognitions**
 1. **Recognition of the Garfield/Green Street Historic District National Register Listing**
- VII. **Public Comment**
- VIII. **CONSENT AGENDA**

All items below are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council member requests, in which event, the item will be removed from the Consent Agenda and considered with the other items listed in the Regular Agenda.

 - A. **Consider approving the February 19-20 Winter Retreat Meeting Minutes, February 26, 2026, Pre-Agenda Meeting Minutes and the March 2, 2026, Regular Meeting Minutes. (E. Kurfees) p. 9**
 - B. **Consider approving the second reading of an Urban Archery Ordinance and allowing the Police Department to submit a letter on behalf of the City of Statesville to participate in the Urban Archery Season. (Onley) p. 27**
 - C. **Consider approving the second reading of an ordinance that authorizes the City to enter into an Amended and Restated Project Power Sales Agreement with North Carolina Municipal Power Agency 1. (Leis) p. 31**
 - D. **Consider approving the second reading of an Ordinance that authorizes the City to enter into an Amended and Restated Supplemental Power Sales Agreement with North Carolina Municipal Power Agency 1. (Leis) p. 41**
 - E. **Consider approving the second reading of rezoning request, ZC26-05 initiated by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, to rezone three parcels located along Dover Road. (Caulder) p. 51**

- F. Consider approving the second reading of an ordinance to annex AX26-05: Dover Road, filed by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, for approximately 10 acres located on Dover Road inside the Larkin Commerce Park. (Caulder) p. 57

REGULAR AGENDA

- IX. Conduct the continued public hearing and consider approving the first reading of the rezoning request ZC25-15 Japul Road (Harmony Vistas) Subdivision, filed by Mr. Mark Miserocchi of Harmony Investing LLC, for two parcels located at the end of Japul Road and along Beauty Street. (Kirkendall) p. 63
- X. Conduct the continued public hearing and consider approving the first reading of the petition of annexation AX26-01 Japul Road. (Kirkendall) p. 83
- XI. Conduct a public hearing regarding the dilapidated dwelling located at 319 Monroe Street and consider approving the first reading of an ordinance as a summary ejection vacating and closing both dwelling and accessory structure as unfit for human habitation. (Marion) p. 97
- XII. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-02: 552 Buffalo Shoals Rd, filed by Mr. Bobby Koehler of Elite Ready-Mix LLC, for approximately 3.12 acres located at corner of Buffalo Shoals Rd and Johnson Dr. (Campbell) p. 109
- XIII. Conduct a public hearing and consider approving the first reading of TA26-01 update to the Stormwater Ordinance. (Moore) p. 121
- XIV. Consider approving a resolution to purchase the property at 1001 Cochran Street. (Hills) p. 189
- XV. Other Business
- XVI. Advisory Board Meeting Minutes
1. ABC Board January 27, 2026 Meeting Minutes p. 198
 2. Stormwater Advisory Commission February 19, 2026 Meeting Minutes p. 200
- XVII. Closed Session (After Pre- Agenda)
1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
 2. G.S. 143-318.11(a)(4), Economic Development
- XVIII. Adjournment

RESOLUTION 01-26

CODE OF ETHICS FOR THE CITY OF STATESVILLE

PREAMBLE

WHEREAS, the Constitution of North Carolina, Article 1, Section 35, reminds us that a "frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty"; and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina's state motto *Esse quam videri*, "To be rather than to seem"; and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics; and

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this city, and which obeying the law; and

NOW, THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the City of Statesville, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we, the Statesville City Council, do hereby adopt the following General Principles and Code of Ethics to guide the City Council in its lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic, representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:
 - As advocates, who strive to advance the legitimate needs of their citizens
 - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions
 - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations
- Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the City of Statesville and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

Section 1. Board members should obey all laws applicable to their official actions as members of the board. Board members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To declare that a board member is behaving unethically because one disagrees with that board member on a question of policy (and not because of the board member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Board members should endeavor to keep up to date, through the board's attorney and other sources, about new or ongoing and pertinent constitutional, statutory, or other legal requirements or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the board may receive concerning specific situations that arise.

Section 2. Board members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values
- Behaving consistently and with respect toward everyone with whom they interact
- Exhibiting trustworthiness
- Living as if they are on duty as elected officials regardless of where they are or what they are doing
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others
- Disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves
- Treating other board members, staff and the public with respect and honoring the opinions of others even when the board members disagree with those opinions
- Not reaching conclusions on issues until all sides have been heard
- Showing respect for their offices and not behaving in ways that reflect badly on those offices
- Recognizing that they are part of a larger group and acting accordingly
- Recognizing that individual board members are not generally allowed to act on behalf of the board but may only do so if the board specifically authorizes it, and that the board must take official action as a body.

Section 3. Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who

is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

If a board member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the attorney).

Section 4. Board members should faithfully perform the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own,

Section 5. Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to board members or their employees.

In order to ensure strict compliance with the laws concerning openness, board members should make clear that an environment of transparency and candor is to be maintained at all times in the governmental unit. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to make certain that any closed sessions held by the board are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

Section 6. This Code of Ethics should be re-executed by each sitting Council member during the first meeting in January each calendar year.

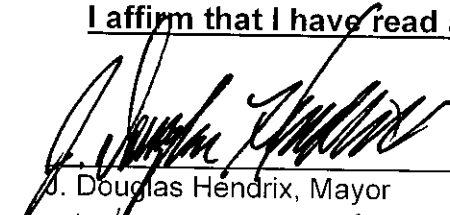
Section 7. At a Special Meeting held on December 2, 2025, the City Council developed the following list of "Norms", which they agreed to exercise in their duties as elected officials:

- Transparency
- Open-mindedness
- Honesty
- Everyone has a voice
- Dedication
- Respect
- Council self-regulation

The City Council also agreed to the following actions:

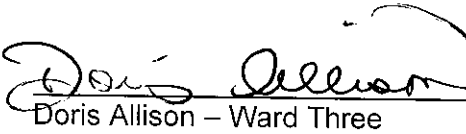
- Foster frequent communication and collaboration between the Council and City Manager/staff
- Agree to disagree when necessary
- Attend, be punctual, and prepare for meetings
- Be informed and participate in meetings and events

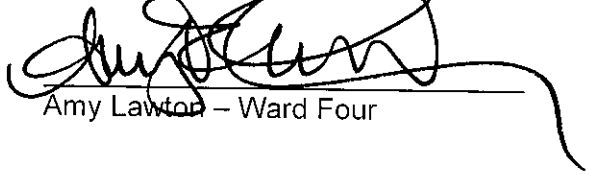
I affirm that I have read and understand the City of Statesville Code of Ethics


 J. Douglas Hendrix, Mayor

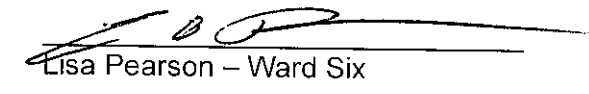

 David Jones, Mayor Pro Tem – Ward One

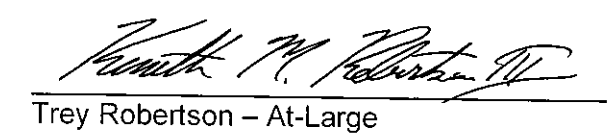

 Kristi Madison Pfeuffer – Ward Two

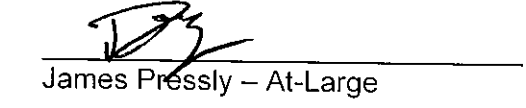

 Doris Allison – Ward Three


 Amy Lawton – Ward Four


 Tip Nicholson – Ward Five


 Lisa Pearson – Ward Six


 Trey Robertson – At-Large


 James Pressly – At-Large

FRONT & CENTER

VISION

Statesville will be a vibrant regional center that provides a higher quality of life for ALL.

MISSION

City of Statesville will serve with integrity, provide sound resource management, and equitably deliver high-quality public services.

our we value our city staff
core we value quality & creativity
values we value & encourage opportunity
 we value engagement we value integrity



DEVELOPING OUR TEAM

Description: The City of Statesville recognizes that its employees are its most valuable asset and resource for realizing the city's vision. Capable and professional employees are essential for delivering high-quality customer service and managing the long-term needs of the community.

STRATEGIC INITIATIVES

1. Attract and retain a talented, engaged workforce responsive to the needs of our growing community.
2. Invest in employee professional development to promote continuous learning and improvement in our service delivery.



CONNECTING OUR CITY

Description: The City of Statesville strives to provide high-quality services and utilities for today's needs while also planning for the future needs of residents, businesses, and industry.

STRATEGIC INITIATIVES

1. Proactively maintain existing infrastructure assets and systems to ensure current quality and long-term viability.
2. Invest in critical public infrastructure to align with land use plan goals and accommodate future growth citywide.



CONNECTING OUR COMMUNITIES

Description: The City of Statesville supports vibrant communities and safe neighborhoods with opportunities for employment, recreation, engagement, and housing.

STRATEGIC INITIATIVES

1. Provide reliable, high-quality public safety to ensure the wellbeing of residents, businesses, and visitors.
2. Expand access to enriching cultural, recreational, and open space amenities.
3. Promote the development of a range of housing types throughout our community and housing stability for residents.

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MINUTE BOOK 31, PAGE

STATESVILLE CITY COUNCIL WINTER BUDGET RETREAT MINUTES – FEBRUARY 19, 2026

Hickory Aviation Museum – Hickory, NC – 9:00 A.M.

Council Present: Mayor Hendrix presiding, Pearson, Allison, Pressly, Pfeufer, Nicholson, Jones, Lawton, Robertson

Council Absent: None

Staff Present: Ron Smith, E. Kurfees, Griggs, G. Kurfees, Nesbit, Martin, Lawrence, Hills, Harrell

I. Welcome

Smith welcomed the Council to the Hickory Airport and reviewed the day’s agenda.

II. Discussion with Hickory Officials

Warren Woods, City Manager of Hickory, provided an overview of the Airport. He stated that the foundation for the bond initiative was to bring in younger, working individuals. They focused on Gateways, downtown renovation, multi-modal trail system, streetscapes, and park upgrades. It took Hickory four times to be awarded the BUILD Grant to build the multimodal trails. The bond referendum included the inspiring spaces plan and a business park. The bond passed with 66% of the vote. As long as there is no large opposition, Hickory found that most bonds pass. The multi-modal trail system was a consistent theme with other cities and playing of water features that brought new life to their city.

Council Member Jones asked about the property tax rate increase due to the bond referendum. The rate increased by 6 cents. They told citizens that their rate would go up between 6 and 10 cents. The rate is still increased due to still paying off the bond. Since the bond program, Hickory has more than doubled the tax base. The annual growth has more than doubled.

Council Member Pressly would like to see something similar to the Hickory By Choice for policy goals in the strategic plan with specific policy goals.

III. Overview

Smith provided an overview of the retreat. He stated that we are building the budget and it is the largest policy document that the Council deals with each year. The priorities the council gives the staff provides the data to fill in the numbers. Smith identified \$58,000,000 in projects.

IV. Discussion with DELCO Partners

Smith reviewed the current DELCO project at the Police Department. He stated that he would like Roger to discuss what Statesville could do to bring additional projects.

Young stated that the streetscape attracted the organization to Statesville. There are 18 restaurants within 3 miles of the apartment location. He stated that the same unit, materials,

designer will be in Southend that the units in Statesville will be. What drew DELCO to Hickory is the City Walk. There has been major development right along the City Walk.

Council Member Robertson asked how our city code makes it easier or more difficult. Young stated that there are no large issues in the code. He stated that he cannot use vinyl windows because there is a historic value related to a new build only because it is in the downtown area. He stated that the DRC causes delays in the project timeline.

Council Member Allison stated that we need to work with developers to make it easier for them to build. Young explained that to figure out if the developer wants to be a partner and not just a win for them.

V. Financial Forecast, Memo #2, Lawrence

Lawrence provided an overview of the financial forecast.

Smith discussed the Capital budget requests. He stated that the prioritization of the requests would take place the next day.

VI. Strategic Plan Review, Memo #4, Hills, Lawrence

Hills reviewed the current Strategic Plan and the future ideas. We are looking to be more proactive and move the city forward.

Council Member Pressly asked about merit bonuses. Council Member Robertson asked about turnover rates. Both questions would be discussed tomorrow.

Hills stated that the city's vision for growth needs to be led by our plans such as the UDC and other policies. Council Member Jones stated that that we need to define the needs of the community that could lead to a bond or tax increase. He stated that the citizen engagement would help with that.

Smith stated that it does not have to be a bond referendum. He said that what does Statesville need/what. What is the vision for Statesville.

Mayor Hendrix stated that we need to give the people an opportunity to come and provide input. It is the council's responsibility to get citizens there.

Council Member Pressly would like to see economic development as a goal with measurables. If we have additional economic development we can change the demographics of the city to see more transportation and retail.

Council Member Jones would like to review the plan and other strategic documents, including the land use plans, annually during the budget.

Smith stated that we could have a day to review the Strategic Plan and provide the survey comments.

Council member Jones said that CRPTO was hit with public concern about the 77 S plan. We need to ensure that we get real comments from the public.

VII. Proposed Amended Fee and Revenues, *Lawrence, Leis, Harrell, Vaughan*

1. Electric Fees, Memo #5, *Leis*

Leis stated that we are looking at keeping our fees revenue neutral. Leis stated that we have lost over \$750,000 from 3 commercial customers closing. SPP is working hard to change the 4kv to 23kv conversion. We are working underground in the Valley Stream area. We should be done with that area in April. He said the new substation.

Council Member Pressly asked information about the contract labor. Leis stated that in 2020 the staff did all the work. Once the growth came, the city started hiring contractors. Our contractors are working in the new construction or larger projects. We have an annual contract for 3 years.

Rick Vanderboss with ElectriCities stated that the City SPP has a healthy cash balance. The Customer Service charge recovers the cost of connection to the grid at zero consumption. The Cost of Service Study states that the service fee should be \$27.28. We are under collecting the customer charge.

Council Member Jones asked about how we categorize small, medium, or large businesses. Vanderboss demand is what determines the size of the business. The usage of the businesses and equipment usage is how the fixed charger in respective of what it costs us to serve them.

The recommendation is to move the customer service charge closer to the actual fixed charges.

Council decided to review this in more detail once the Cost of Service Study was complete.

2. Water and Sewer Fees, Memo #6, *Harrell, Vaughan*

Vaughan stated that McGill stated that we needed a rate increase of 12%. So, we did the midpoint correction.

VIII. 4th Creek Wastewater Treatment Plant Future Gameplan, Memo #7, *Harrell, Vaughan*

Council Member Pressly asked at the current rate we are growing and asked how long we make till 80%. Vaughan stated that there will be 4 to 5 years until we reach it.

Council Member Jones stated that he would like to see the cost benefit analysis between doing the expansion and the package plant. It may be more cost effective to do the expansion now than to do the package plant and wait.

IX. Growth Strategies, Memo #8, *Martin*

Martin reviewed the Land Use Plan leads to smart growth. Engineering principle growth is base. The Strong Towns growth ideas combines the lofty goals with the engineering goals.

She would like to reimagine the growth tiers.

Tier 1: Core Reinforcement Growth Boundary would be Downtown and established neighborhood. It would comprise of small mix-used development and create walkability.

Tier 2: Neighborhood Completion Growth Boundary would be areas adjacent to the core with existing infrastructure to fill in gaps and create complete neighborhoods. We would like to see Townhomes, small lot single family, adaptative reuse, commercial nodes.

Tier 3: Managed Expansion Growth Boundary would be edge areas within service capacity to allow growth, but only where financially sustainable We would like to see clustered subdivisions, mixed housing types, commercial at key intersections, strategic industrial.

Tier 4: Long-Term Reserve Growth Boundary would focus on rural, environmentally sensitive, or fiscally expensive areas to protect land and prevent premature infrastructure burdens. We would want to see agricultural uses, very low density residential, conservation clusters

Martin reviewed a new Zoning Distirct she is proposing: Innovation & Flexibility (IF). This would be a floating district to UDC that would allow desired uses through conditional rezoning and for deviation in local standards and creativity (parking, landscaping, form, setbacks)

Council Member Pearson is concerned about independent developers in Ward 6. She asked if the innovation and flexibility would assist. Martin stated that the code is not very clear and this district would help these developers.

Council Member Robertson stated that this idea came out because of the small area plans because what people wanted were not permitted in the code. Smith stated that the priority areas could be identified and then we could go after developers to redevelop areas.

Council Member Allison asked if this innovated district will not be under a special use permits. Martin stated that she is trying to move away from the Special Use Permits.

Council Member Pressly stated that he would like to see the tenants of smart growth in the Strategic Plan. He would like to priortize infill development.

Council was very interested in the IF Zoning District.

X. Tour of Hickory

The City Council went on a guided tour of the Hickory CityWalk and other things discussed during the meeting today.

The meeting adjourned at 4:45 p.m.

MINUTE BOOK 31, PAGE

STATESVILLE CITY COUNCIL WINTER RETREAT MINUTES – FEBRUARY 19, 2026

STATESVILLE REGIONAL AIRPORT – 227 AIRPORT ROAD, STATESVILLE, NC – 9:00 A.M.

Council Present: Mayor Hendrix presiding, Pearson, Allison, Pressly, Pfeufer, Nicholson, Jones, Lawton, Robertson

Council Absent: None

Staff Present: Ron Smith, E. Kurfees, Griggs, G. Kurfees, Nesbit, Martin, Lawrence, Hills, Harrell, Ferguson, Hubert, Bridges, Everette

I. Welcome and Review of Previous Day

Smith reviewed the agenda for the day.

II. Transportation Projects, Memo #10, Hubert, Martin, Harrell

Charlotte Regional Transportation Organization (CRTPO) 101, CRTPO REP Airport Grants, Memo #11, Information Only

Martin introduced the CRTPO Director Robert Cook and Deputy Director Neil Burke. He reviewed what CRPTO is and what an MPO is responsible for.

Council Member Jones stated that the council needs to know the TIP process and how projects are funding. He stated that this can be a part of the committee process

Burke stated that we are working on studying the I-77 Corridor from Statesville to SC Line called Beyond 77. Smith stated that the BUILD Grant gets us almost to Kestler's Bridge.

Comprehensive Safety Action Plan is the first multi-jurisdiction safety plan. It is a localized blueprint for safety. There will be an opportunity for public engagement. Special Analysis in school zones or speeding areas. If we have community engagement for the budget, this would be a station to have for public input.

Discretionary Grant Programs allows Statesville to access federal direct funds through a competitive process. The funding for highway, bike, transit and planning projects with scoring criteria. Smith asked how the estimate needs to be to apply for these funds. Neil stated that a 10 and 15% design to have a good estimate. Statesville did not apply last year. Council Member Jones said that we must have a list of projects ready to go to the TCC.

Martin provided updates on the City projects. The Davie Round About Project will be bided out in March. Hubert stated that the lighting and landscaping is what NCDOT construction side would do. Council Member Jones stated that we negotiated

landscaping instead of funds for land we condemned. Council Member Lawton is concerned about the street closures and would like to tell residents when roads are closing.

Martin stated that the NCDOT will replace the bridge at Amity Hill Road and the bridge will be built in a way to be expanded later. Hwy 21 Road expansion is causing some businesses to shift, including Chick-Fil-A.

Cloverleaf Elementary Pedestrian Hybrid. The conditional rezoning required the signalize pedestrian. NCDOT said it would be more of a hazard, and they are looking for another solution. Council Member Jones asked if this signal would be a good discretionary funding. Neil stated that it could be, but it is a lot of paperwork for a signal.

Council Member Pearson wants to have a meeting with the Iredell County Commissioners about Bethlehem Road. Martin reviewed the options: 1. Ask for more TIP shortfall funds at 50% match 2. Remove the project and get the road done through private development 3. Delay until we see the cost of right of way. Mayor Hendrix and Council Member Pressly would like to follow Staff Recommendation and do option 3.

Council Member Robertson and Pearson would like to see pedestrian improvements on Eastside Drive.

III. Workforce Topics, Memo #9, Everette

Everette reviewed the Employee survey results. Council Member Pressly asked about how the turnover relates to other communities. Everette said that we do want some turnover. City of Wilmington says their turnover is 17%. Smith said that there are some turnover is a good thing. Council Member Pressly is concerned about the cost to replace employees.

Market Study says we are offering new employees 9% less. As of right now, to implement the market study it will take \$680,000. We did not implement the entire market study which led to 14% change in offer acceptance.

Everette reviewed some changes to the vacation and sick time accrual process. Council Member Pearson would like to see the payout of sick decreased and the vacation change.

Smith reviewed the department head salaries.

IV. Economic Development Trends, Bosser

Bosser reviewed the area's growth and job growth.

Council Member Pressly stated that the growth has been transformational under Ms. Bosser. He would like to bring back an economic development committee.

V. City Council Committees, Memo #12, E. Kurfees

E. Kurfees reviewed the recommended Council Committees and structure.

Council Member Jones stated that some committees could be hybrid and some could be a committee as present. He is concerned about the amount of additional work for staff and council members. Smith stated that we should just choose the committees that make the most sense with our priorities.

Council member Pressly stated that most municipal governments have committee structure. He stated that the structure would pursue policy goals and report to the full council to discuss. He does not expect it to be a large amount of work for staff.

Council Member Pearson is concerned about the work level for staff. She asked if every council member is on a committee. E. Kurfees stated that the council members are on Boards and Commissions.

Council Member Jones would like to see certain committees. He does not think they need to meet every month. He wants there to be a goal. He stated that the Economic Development and the Land Use Planning committees are the most important.

Council Member Robertson recommended a special liaison on certain topics.

Council Member Pressly wants to take advantage of talent on the council. He would like to pursue policy goals with a committee structure.

Council Member Nicholson stated that he agrees with Council Member Robertson. He said that no one is left out.

Council Member Jones's main concern is the level of additional work on the staff. He said that the value is that we get more community involvement.

Smith stated that we need a Utilities Committee. Council Member Jones stated that he would be willing to participate.

Mayor Hendrix stated that the Economic Development committee would be very helpful to have EDC and business leaders.

Council Member Jones supports the Utility Committee, the Economic Development, and Land Use for the UDC.

Council Member Pearson said we need to prioritize the Utility Committee and said she would be on the committee.

Smith stated that he would like Council Member Robertson on the committee because he is a civil engineer.

Mayor Hendrix stated that we will have the Utility Committee. He suggested that we move forward with establishing the Economic Development and Workforce Committee and let's see who we want to engage who is not on Council and poll council to see who is on the council.

Council Member Jones stated that we should also have the Land Use Committee with Council Member Pfeufer as the lead.

Mayor Hendrix stated that we will have Ron poll the Council regarding these two committees.

Council Member Pearson would like to have the Housing Committee once we complete the Utility Committee. Council Member Allison would like to be a part of the Housing Committee.

VI. Special Appropriations, Memo #13, E. Kurfees

E. Kurfees reviewed the current Special Appropriations and the changes Staff are recommending a more transparent process.

Council Member Nicholson stated that in 2016, it was a burden to select nonprofit organizations. He is in support of additional reporting. He believes the funding should stay in Statesville.

Council Member Jones stated that the tone at the time was that it was taxpayer dollars and wanted to be good stewards of the tax funds. There are too many organizations in Statesville.

Council discussed that if an organization did not file, then a new organization could be added in their slot.

Council Member Jones stated that we can be a partner to nonprofit organizations without giving them funding.

Smith stated that if you open the applications process up, then we will get more applications. He stated that nonprofit organizations can deal with issues, such as homelessness, better than the City can. The City has emerging issues that we cannot deal with.

Council would like to have the Strategic Plan goals added into the Application Process. They would also like to add additional requirements to the funds such as state what allowable expenses are. They would like to see an itemized budget for the

funds. The Council liked the idea of providing half the funding up front and the organization providing an update on how they are using the funds to receive the remaining funds.

Council decided to leave the Special Appropriations as it is this budget year. Next year, the Council would like the application process to include a Strategic Plan link as well as an itemized budget. Also, in the following budget year, the Council would like to see half the funds provided and the other half held until a statement of how they used the current funds are received.

VII. Prioritization Process, *Smith*

Smith asked the council what do we want to see to improve the City as a whole.

Council Member Pfeufer stated balanced growth, business friendly – permitting, workforce housing, pedestrian friendly in other areas not in the street, attract young people and families – how do we attract younger people to our City.

Council Member Nicholson agreed with Council Member Pfeufer. He added ways to get more citizen engagement.

Council Member Lawton stated that she would like to manage the caliber of citizens we are getting with housing and jobs. Hickory is asking for 10% above the average wage for their incentive policy. She would like to see more cultural offerings, Shelton Ave gateway beautification, linear park, etc.

Council Member Allison would like to see more to go into our community and community engagement, better transportation, housing, South Statesville improvement, diversity and transparency.

Council Member Pressly would like to invest in streets and road network, public safety, have an economic development policy to recruit high paying jobs.

Council Member Robertson uses the strong town analysis and would like to take care of the things we already have such as sidewalks, maintain the pipes and streets, make it easier to get a range of housing with code changes.

Council Member Jones would like to narrow the Strategic Plan with metrics assigned, and find a pathway to yes- we can get good wins.

Mayor Hendrix would like to 90% of the fire, police, and people that work here live in Statesville (afford to live here), he likes the creative zoning district, and he would like to see more people engaged and trusting the government.

Council Member Pearson would like to improve the relationship with the employees, have quality housing, creative zoning district, better relationship with other municipalities and counties. Ultimately, she would like to see a future south Statesville swimming pool.

Smith reviewed the FY 2027 needs.

Developing our Team- discussion on employees

Smith stated that he would like to keep the market study, COLA for employees, new fire positions, and the department head salaries. He asked is the staff rankings reasonable to the Council? They agreed.

Council member Pearson states that the merit raise needs to look at for the following year's budget. Smith stated that we can look at adding it in the FY2028 budget.

Connecting our City

Smith stated that preventative maintenance is important. Council Member Pearson suggested reaching out to state preservation for help with the windows.

MOC

Council Member Jones is fine with debt and would like to keep within the fund balance policy.

Council overall agreed with the staff recommendations.

Connecting our Community

Council would like to see something happen with old Station 1. Overall, the Council was good with the staff recommendation. Council Member Nicholson noted that he would like to see the greenways move up in the ranking if possible.

Recurring Capital

Council Member Jones would like to see the Iredell Rescue Squad issue come back up to the new council. After some discussion, the Council decided to make the fire first responder issue a main priority.

Overall council did not have an issue with the recurring capital needs.

Conclusion and Adjourn

**MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL REGULAR MEETING MINUTES – March 2, 2026
227 S. CENTER STREET – STATESVILLE CITY HALL – 6:00 PM**

Council Present: Mayor Pro Tem Jones presiding, Pearson, Allison, Pressly, Pfeufer, Nicholson, Lawton, Robertson

Council Absent: Mayor Hendrix

Staff Present: Ron Smith, Messick, E. Kurfees, Bridges, G. Kurfees, Nesbit, Martin, Kirkendall, Caulder, Lawrence, Hatcher, Harrell, Hills, Hubert, Leis, Wiles,

- I. **Call to Order**
Mayor Pro Tem called the meeting to order.
- II. **Invocation (only at the Regular Meeting)**
- III. **Pledge of Allegiance (only at the Regular Meeting)**
- IV. **Adoption of the Agenda (only at the Regular Meeting)**
- V. **2026 Code of Ethics and the Front and Center Strategic Plan (only at the Regular Meeting)**
- VI. **Presentations & Recognitions (only at the Regular Meeting)**
 1. **America 250 Proclamation**
- VII. **City Manager Report (only at the Regular Meeting)**
- VIII. **CONSENT AGENDA**

All items below are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council member requests, in which event, the item will be removed from the Consent Agenda and considered with the other items listed in the Regular Agenda.

 - A. **Consider approving the February 12, 2026, Pre-Agenda Meeting Minutes and the February 16, 2026, Regular Meeting Minutes.** (E. Kurfees)
 - B. **Consider approving the first reading of an ordinance that authorizes the City to enter into an Amended and Restated Project Power Sales Agreement with North Carolina Municipal Power Agency 1.** (Leis)
Leis stated that this is the ordinance to purchase power from Duke. Roy from Electricities will be here on Monday at 4:00 PM.
 - C. **Consider approving the first reading of an Ordinance that authorizes the City to enter into an Amended and Restated Supplemental Power Sales Agreement with North Carolina Municipal Power Agency 1.** (Leis)
 - D. **Consider approving the second reading of the rezoning request ZC26-01 540 Monroe Street to rezone from B-5 (General Business) Zoning District to R-5 (High Density Single-Family Residential) District.** (Kirkendall)

- E. **Consider approving the second reading of the rezoning request ZC26-02 149 Weeping Cherry Lane to remove a portion of the parcel located at 149 Weeping Cherry Lane from the City's ETJ (Extra-Territorial Jurisdiction) zoning to Iredell County's jurisdiction.** (Kirkendall)
- F. **Consider approving an Urban Archery Ordinance and allowing the Police Department to submit a letter on behalf of the City of Statesville to participate in the Urban Archery Season.** (Onley)
Onley stated that this allows for deer season to be extended by one month to hunt with bows and arrows. The majority of the request is in the properties behind the Harley Davidson. This would take place in the next calendar year. It only applies in the City Limits. They cannot hunt in a public park, and they must have written authorization. Chief Onley does not have an issue with the ordinance.
- G. **Consider appropriating fund balance to approve Budget Amendment #2026-18 to pay an economic incentive in the amount of \$186,688.26 to Doosan Bobcat.** (Lawrence)
Mayor Pro Tem Jones stated that these budget amendments are for Economic Incentive Agreements that the council signed.

Amos stated that this is to make the payments on the agreements previously approved by Council.
- H. **Consider appropriating fund balance to approve Budget Amendment #2026-19 to pay an economic incentive in the amount of \$80,793.67 to Statesville Industrial Partners, LLC.** (Lawrence)
- I. **Consider appropriating fund balance to approve Budget Amendment #2026-20 to pay an economic incentive in the amount of \$216,170.17 to Northpoint Development, LLC.** (Lawrence)

REGULAR AGENDA

- IX. **Conduct a public hearing and consider a rezoning request, ZC26-05 initiated by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, to rezone three parcels located along Dover Road.** (Caulder)
Caulder stated that this property is in the Larkin Business Park. There are 3 parcels that the original rezoning request did not have access to. The parcels are surrounded by industrial.

Water supply is not an issue but there will need to be modeling to ensure fire flow can take place. It is just outside the 4 minute Fire Response time. Police have no concerns. Public Power will serve the property.

This project makes the Larkin Business Park more contiguous. It is a by right rezoning. The adjacent property owner is the applicant.

Council Pressly asked about the Sewer. Harrell stated that these small parcels will be served with the Troutman line and in the same issues as the other parcels in the Larkin Business Park.
- X. **Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-05: Dover Road (Larkin Commerce Park), filed by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, for approximately 10 acres located on Dover Road inside the Larkin Commerce Park.** (Caulder)

XI. Conduct a public hearing and consider passing the first reading of the rezoning request ZC25-15 Japul Road (Harmony Vistas) Subdivision, filed by Mr. Mark Miserocchi of Harmony Investing LLC, for two parcels located at the end of Japul Road and along Beauty Street. (Kirkendall)

Kirkendall stated that this project is off Japul Road off Beauty Street and connects to the Greenbriar Ridge subdivision. He stated that the concept plan has been changed following the Planning Board Meeting.

Part of Japul Road was not taken over by the City. Planning Staff recommends connection of Japul Road. However, Planning Board recommended to not connect Japul Road.

Mayor Pro Tem Jones asked about the fire service issue. Kurfees stated that the cul-de-sac would need to be a certain radius. Martin stated that the Greenbriar subdivision streets are not public at the time and we are concerned that there is limited access.

Kirkendall stated that this project will not require a TIA. The Greenbriar Ridge development did require a TIA.

Martin stated that we asked the security cameras to be installed and the developer would not stated that they would install the cameras.

Council Member Pfeufer stated that there is a creek and there is a public right of way into this. There will be construction traffic on a privately maintained street and the construction traffic will tear up the privately maintained street.

Council Member Pearson stated that East and West Cloaninger and all the homes being built has teased up the road. She is concerned about Japul Road.

Mayor Pro Tem asked if we can do a condition to upfit the road to ensure that the construction traffic did not affect it. Martin stated that the developer was not willing to upfit the Japul Road.

Leis stated that Greenbriar Ridge told him that the Verde Way will be in the last phase of the development.

Council Member Robertson stated that we should ask them to bring Japul Road up to City standards.

Mayor Pro Tem Jones asked for these two things to be added to the condition list.

G. Kurfees stated that the current fire code is 70 feet cul-de-sacs and next year it is going to 96 feet.

XII. Conduct a public hearing and consider approving the first reading of the petition of annexation AX26-01 Japul Road. (Kirkendall)

XIII. Consider approving the Affordable Housing Fund and Policy. (Smith)

Smith stated that the City Owned Land sales profits could contribute to the HOME Funds match. Each time we have a land sale, it will come to council to contribute it to the fund. Smith stated that the HOME Fund match is typically \$35,000. It gives the Council the ability to make decisions and it would only be used for qualifying projects for HOME Funds.

Council Member Pressly asked where the HOME Funds come? Smith stated it comes from HUD. It goes to the HOME Consortium and then it gets distributed to the municipality.

Messick stated that this policy just sets up the fund.

Council Member Pressly asked if the Housing Authority gets the funds.

Smith stated that currently the Housing Authority does our projects and gets reimbursed. He explained the HOME funds and the process. Messick stated that there is no legal issue putting this policy on the agenda.

Council Member Pressly asked what is the oversight we have with the Housing Authority. Messick stated that there are issues with the oversight. She stated that she cannot confirm if they are in compliance or not. It took over 3 months with regular requests to get the minutes.

Council Member Pressly stated that this should not be on the agenda without knowing the Housing Authority issue. Smith stated that we are working through moving the Housing Authority out of the HOME Funds. There will be no funds in the fund until we sell property.

Messick stated that this policy sets up a formal policy to have an application process for the HOME Funds.

Mayor Pro Tem Jones stated that there are no policy now.

XIV. Advisory Boards Meeting Minutes - None

XV. Other Business

XVI. Closed Session (After Pre- Agenda)

Mayor Pro Tem Jones asked for a motion to move into closed session.

1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
2. G.S. 143-318.11(a)(5), Property Acquisition
3. G.S. 143-318.11(a)(5), Contract Matter

Council Member Allison made a motion to go into closed session. Council Member Lawton seconded the motion. The motion passed unanimously.

Coming out of Closed Session, Mayor Pro Tem Jones stated that the property acquisition matter and the Attorney-Client Privilege matter was discussed. No decisions were made.

XVII. Adjournment

Council Member Nicholson made a motion to adjourn the meeting. Council Member Pfeufer seconded the motion. The motion passed unanimously.

**MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL REGULAR MEETING MINUTES – March 2, 2026
227 S. CENTER STREET – STATESVILLE CITY HALL – 6:00 PM**

Council Present: Mayor Hendrix presiding, Pearson, Allison, Pressly, Pfeufer, Nicholson, Jones, Lawton, Robertson

Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, Bridges, G. Kurfees, Nesbit, Martin, Kirkendall, Caulder, Lawrence, Galliher, Ivarson, Hatcher, Harrell, Hills, Hubert, Leis, Wiles, Adkins,

I. Call to Order

Mayor Hendrix called the meeting to order.

II. Invocation

The City Clerk led the invocation.

III. Pledge of Allegiance

Mayor Hendrix led the Pledge of Allegiance.

IV. Adoption of the Agenda

Council Member Allison made a motion to approve the agenda. Council Member Lawton seconded the motion. The motion passed unanimously.

V. 2026 Code of Ethics and the Front and Center Strategic Plan

VI. Presentations & Recognitions

1. America 250 Proclamation

Mayor Hendrix proclaimed this year as the America 250 year. He read the proclamation into the record. He presented the proclamation to members of the Library.

VII. City Manager Report

Smith provided his manager's report. He reported on construction projects, new staff, and other projects in the City.

VIII. CONSENT AGENDA

Mayor Hendrix stated that the following items will be enacted in one motion.

A. Consider approving the February 12, 2026, Pre-Agenda Meeting Minutes and the February 16, 2026, Regular Meeting Minutes. (E. Kurfees)

B. Consider approving the first reading of an ordinance that authorizes the City to enter into an Amended and Restated Project Power Sales Agreement with North Carolina Municipal Power Agency 1. (Leis)

C. Consider approving the first reading of an Ordinance that authorizes the City to enter into an Amended and Restated Supplemental Power Sales Agreement with North Carolina Municipal Power Agency 1. (Leis)

- D. **Consider approving the second reading of the rezoning request ZC26-01 540 Monroe Street to rezone from B-5 (General Business) Zoning District to R-5 (High Density Single-Family Residential) District.** (Kirkendall)
Ordinance 03-26
- E. **Consider approving the second reading of the rezoning request ZC26-02 149 Weeping Cherry Lane to remove a portion of the parcel located at 149 Weeping Cherry Lane from the City's ETJ (Extra-Territorial Jurisdiction) zoning to Iredell County's jurisdiction.** (Kirkendall)
Ordinance 04-26
- F. **Consider approving an Urban Archery Ordinance and allowing the Police Department to submit a letter on behalf of the City of Statesville to participate in the Urban Archery Season.** (Onley)
- G. **Consider appropriating fund balance to approve Budget Amendment #2026-18 to pay an economic incentive in the amount of \$186,688.26 to Doosan Bobcat.** (Lawrence)
- H. **Consider appropriating fund balance to approve Budget Amendment #2026-19 to pay an economic incentive in the amount of \$80,793.67 to Statesville Industrial Partners, LLC.** (Lawrence)
- I. **Consider appropriating fund balance to approve Budget Amendment #2026-20 to pay an economic incentive in the amount of \$216,170.17 to Northpoint Development, LLC.** (Lawrence)

Council Member Allison made a motion to approve the consent agenda. Council Member Robertson seconded the motion. The motion passed unanimously.

REGULAR AGENDA

- IX. **Conduct a public hearing and consider a rezoning request, ZC26-05 initiated by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, to rezone three parcels located along Dover Road.** (Caulder)
Mayor Hendrix opened the public hearing.

Caulder stated that this is a straight rezoning and are parcels located in the Larkin Commerce Park. The site is surrounded by Heavy Industrial zoning. The applicant will be seeking annexation. These parcels are in the Tier 2 growth area.

The 2045 Land Development Plan is supportive of this request because it is in the Tier 2 growth area and an employment center intent. The staff and Planning Board recommend Option 1.

Council Member Pressly asked what will be on the property. Caulder stated that a site plan is not needed.

Mayor Hendrix stated that no one signed up speak during the Public Hearing, so he closed the Public Hearing.

Mayor Hendrix asked for a motion on this item.

Council Member Robertson made a motion to approve the rezoning request. He also read the consistency statement:

The zoning amendment is recommended for approval. It is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because the 2045 Land Development Plan supports the continuation of industrial uses in this area.

Council Member Pfeufer seconded the motion. The motion carries unanimously.

- X. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-05: Dover Road (Larkin Commerce Park), filed by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, for approximately 10 acres located on Dover Road inside the Larkin Commerce Park. (Caulder)**

Mayor Hendrix opened the public hearing.

Caulder stated that this is the same three parcels that we discussed rezoning in Larkin Commerce Park. This is a contiguous annexation and considered infill inside the Larkin Commerce Park. He reviewed the city services that would serve the site.

Mayor Hendrix closed the public hearing.

Motion carries unanimously.

- XI. Conduct a public hearing and consider passing the first reading of the rezoning request ZC25-15 Japul Road (Harmony Vistas) Subdivision, filed by Mr. Mark Miserocchi of Harmony Investing LLC, for two parcels located at the end of Japul Road and along Beauty Street. (Kirkendall)**

Kirkendall stated that the applicant would like to postpone the public hearing to March 16th.

Mayor Hendrix opened the public hearing.

Council Member Allison made a motion to continue the public hearing to March 16, 2026. Council Member Pearson seconded the motion.

Council Member Lawton asked why they are continuing it. Smith stated that the applicant cannot be here so they would like to delay it.

Mayor Hendrix called for a vote on the motion. **The motion passed unanimously.**

- XII. Conduct a public hearing and consider approving the first reading of the petition of annexation AX26-01 Japul Road. (Kirkendall)**

Mayor Hendrix opened the public hearing. Kirkendall stated that the item needs to be postponed.

Robertson made a motion to continue the public hearing to the next meeting on March 16, 2026. Council Member Allison seconded the motion. The motion passed unanimously.

- XIII. Consider approving the Affordable Housing Fund and Policy. (Smith)
Resolution 12-26**

Smith provided an overview of the Affordable Housing Fund and the policy. He stated that the Grants Manager would be overseeing the administration of the policy. It establishes a fund that is solely dedicated to affordable and attainable housing. The HOME match will not come from the general fund.

Council Member Pressly asked what the City's goal is for affordable housing. Smith stated that people on council have individual goals and we are trying to bite affordability on small bite size pieces.

Council Member Pressly wanted to know the number of affordable homes and how many more we need.

Council Member Pearson stated that the fund is only so that the HOME Match does not come from the general fund.

Council Member Jones stated that we have been working on this for years and we needed a policy in place. We asked staff to develop a policy to give the council flexibility to use the proceeds of land sales to affordable housing.

Council Member Pressly asked about the RFP for the 1.3 million in HOME Funds. Smith stated that the HOME Fund RFP should be coming to the council soon. There are some home funds that have not been spent.

Council Member Pressly would like to see how the fund is sustainable overtime. Smith stated that the council could decide to add funds to the fund or you can take from the general fund at any time.

Council Member Pressly would like to know how to measure the effectiveness of the fund. He is concerned that there is no goals and no measurables for the fund.

Mayor Hendrix thanked staff for their work in the affordable housing.

Council Member Nicholson made a motion to approve the Affordable Housing Fund and Policy. Council Member Allison seconded the motion.

Council Member Allison stated that we do not want to depend on an agency to do our affordable housing.

Mayor Hendrix called for a vote on the motion.

Ayes: Robertson, Jones, Pfeufer, Allison, Lawton, Pearson, Nicholson

Nays: Pressly

The motion passes 7 to 1.

XIV. Advisory Boards Meeting Minutes - None

XV. Other Business

XVI. Closed Session (After Pre- Agenda)

1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
2. G.S. 143-318.11(a)(5), Property Acquisition
3. G.S. 143-318.11(a)(5), Contract Matter

XVII. Adjournment

Council Member Allison made a motion to adjourn the meeting. Council Member Jones seconded the motion. The motion passed unanimously.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: David Onley, Chief Of Police
DATE: 3/5/2026 7:50 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of the Urban Archery Ordinance and allowing the Police Department to submit a letter on behalf of the City of Statesville to participate in the Urban Archery Season.

1. Summary of Information:

Members of the community have contacted council members and the Statesville Police Department to request the city participate in the NCWRC Urban Archery Program. This program extends the deer season and permits individuals to hunt on private land for deer inside the city limits. Hunters can utilize archery equipment under the stipulations defined in the ordinance. The use of firearms is strictly prohibited and there are property size requirements along with distance requirements from public areas. A letter from the city requesting to be part of this program must be submitted before April 1st.

2. Previous Council or Relevant Actions:

City Council held the first reading on March 2, 2026. It passed unanimously.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: N/A

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

Hunters will not be authorized to participate in the program inside the Statesville city limits.

6. Department Recommendation:

Staff recommends approval of the ordinance and authority to submit a letter of request to the NCWRC.

7. Manager Comments:

Recommend approving second reading of this ordinance.

8. Next Steps:

If approved, the ordinance will be in effect on March 16, 2026.

9. Attachments:

1. Ordinance for Urban Archery Deer Hunting

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CODE OF THE CITY OF STATESVILLE

TA__-__

WHEREAS, The Statesville Police Department is requesting amendments to the text of the Code of the City of Statesville, addressing Chapter 3 Animals; and

WHEREAS, the City of Statesville and the Statesville Police Department recognize a reduction in deer population is important as it relates to public safety, specifically motor vehicle accidents and property damage,

WHEREAS, the City of Statesville and the Statesville Police Department contend that an extended archery season would provide hunters an extra opportunity to help manage deer populations in urban settings,

WHEREAS, the City of Statesville and the Statesville Police Department acknowledges the benefits of participating in the North Carolina Urban Archery Deer Hunting Program and requests a section be added to ensure program participants are subject to regulations and safety protocols,

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Statesville that the Code of the City of Statesville be amended as follows:

Add Section 3-6. - Urban Archery Deer Hunting. as follows:

The purpose of this section is to reduce urban deer populations through voluntary participation in the North Carolina Urban Archery Deer Hunting Program, which is regulated by the North Carolina Wildlife Resources Commission. For the purposes of this section, deer hunting related to this program is permitted within the city limits of the City of Statesville only in accordance with the following provisions:

- (a) For the purposes of this article, hunting is defined as, "all operations during, immediately preparatory, and immediately subsequent to an attempt, whether successful or not, to kill, pursue, or otherwise reduce to possession any deer."
- (b) Hunters shall follow all state and local laws, rules, and ordinances when hunting deer within the city limits.
- (c) Hunting with firearms is strictly prohibited. Only archery equipment, as defined by the North Carolina Wildlife Resources Commission, is permitted.
- (d) Hunting dates and times for the Urban Archery Deer Hunting Program, which are established annually by the North Carolina Wildlife Resources Commission, shall apply for the purposes of this article.
- (e) Hunters must have in their possession a valid North Carolina Hunting License showing completion of a hunting safety course.

(f) Hunting is allowed only on private property. Hunters must have in their possession written permission from property owner(s), dated within one year, to hunt on specific private property; or the hunter(s) must be the property owner(s).

(g) No hunting is allowed on publicly owned property.

(h) No hunting is allowed on private property within 500 feet of the property line of a school, daycare center, playground, park, or other location where children are likely to be located.

(i) No hunting is allowed on, from, or across the right-of-way of any public street or highway.

(j) Hunting is allowed only on a tract or parcel of land which is at least three (3) or more acres. Adjacent tracts or parcels of land may be combined or pooled to meet this requirement, with written permission from each landowner.

(k) No archery equipment may be discharged unless the hunter/shooter is located at least 100 feet within the allowed property line. This 100-foot buffer within each property line is an area in which no hunting may occur.

(l) A violation of this ordinance is a misdemeanor under G.S. 14-4.

This ordinance was introduced for first reading by Council member _____, seconded by Council member ____, and unanimously carried on the __ day of _____, 2026.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the __ day of _____, 2026, and upon motion of Council member ____, seconded by Council member ____, and unanimously carried, was adopted.

AYES:

NAYS:

This ordinance is to be in full force and effect from and after the __ day of _____, 2026.

CITY OF STATESVILLE

Doug Hendrix, Mayor

APPROVED AS TO FORM

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Cody Leis, Director, Statesville Public Power Director
DATE: 3/5/2026 7:48 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an Ordinance that authorizes the City to enter into an Amended and Restated Supplemental Power Sales Agreement with North Carolina Municipal Power Agency 1.

1. Summary of Information:

With the current Supplemental Power Sales Agreement expiring in 2028 after its 50 year initial term, this Amended and Restated Supplemental Power Sales Agreement allows NCMPA1 to extend the contract to align with the Catawba Plant Nuclear Operating License date of December 5th, 2043. Recent changes to the North Carolina General Statute Chapter 159B (Joint Municipal Electric Power and Energy Act) allow participants to amend and restate project and supplemental power sales agreements. The Board of Commissioners of the Power Agency and Board of Directors of ElectriCities of North Carolina Inc. have concluded that it is the best interest of the Power Agency and its members to enter into such agreement, which would commence on May 1, 2028.

2. Previous Council or Relevant Actions:

City Council held the first reading of the ordinance on March 16, 2026. The first reading passed unanimously.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A
Connecting Our City: N/A
Connecting Our Communities: N/A
Strategic Plan Values: N/A

4. Budget/Funding Implications:

Current and future wholesale power are budgeted annually within our Operations and Maintenance accounts. This accounts for 60% of our budget.

5. Consequences for Not Acting:

If Council does not believe an Amended and Restated Supplemental Power Sales Agreement with NCMPA1 is necessary, the City would be on the hook for securing its own supplemental wholesale power source outside the Power Agency by 2028, when the current agreement expires.

6. Department Recommendation:

The Department recommends approval of the ordinance that would allow another 15 years of

NCMPA1 participation in clean, stable, and affordable power supply for Statesville Public Power customers

7. Manager Comments:

Recommend approving this ordinance.

8. Next Steps:

If approved, ElectriCities will proceed with the next steps of securing these Amended and Restated Supplemental Power Sales Agreements with Duke Energy to align the terms with the Catawba Nuclear Operating License of 2043.

9. Attachments:

1. Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF STATESVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

WHEREAS, the City of Statesville (the “**Municipality**”) and North Carolina Municipal Power Agency Number 1 (“**Power Agency**”) entered into a Project Power Sales Agreement, Catawba Nuclear Project (the “**Power Sales Agreement**”), dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of Electricities of North Carolina, Inc., on January 23, 2026, adopted (i) Resolution BDR-1-26 (the “**Resolution**”), which, among other things, (i) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Project Power Sales Agreement (“**Amended and Restated PPSA**”) and (ii) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Supplemental Power Sales Agreement (“**Amended and Restated SPSA**”) and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of, the consummation of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency’s Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA on Power Agency’s

wholesale power costs and proposed full requirements wholesale rates (the “**Economic Analysis**”); and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the Amended and Restated PPSA, (ii) Amended and Restated SPSA, (iii) Resolution BDR-1-26, (iv) an executed Amended and Restated PPSA, dated as of January 23, 2026, (v) an executed Amended and Restated SPSA, dated as of January 23, 2026, and (vi) the Economic Analysis; and

WHEREAS, the City Council of the Municipality (the “**Governing Body**”) has taken into consideration the benefits which might be achieved by (i) approving, executing and delivering the Amended and Restated PPSA and (ii) approving, executing and delivering the Amended and Restated SPSA.

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

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality to enter into the Amended and Restated PPSA and the Amended and Restated SPSA.

2. The Governing Body hereby authorizes and directs that the Amended and Restated PPSA and the Amended and Restated SPSA be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated PPSA and the Amended and Restated SPSA presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amended and Restated PPSA and the executed Amended and Restated SPSA.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) Resolution BDR-1-26, (ii) the proposed Amended and Restated PPSA, (iii) the proposed Amended and Restated SPSA, and (iv) the Economic Analysis as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this _____ day of _____, 2026.

Doug Hendrix, Mayor

ATTEST:

Emily Kurfees, City Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Emily Kurfees, Clerk of the City of Statesville, North Carolina (the "**Municipality**"), DO HEREBY CERTIFY as follows:

1. To the date of this Certificate, the City Council of the Municipality ("the **Governing Body**") has adopted no ordinance, resolution or rule regulating the procedure to be followed or observed by the Governing Body in the adoption of ordinances or resolutions which is not included in the Municipality's Charter, as amended to date.

2. As of the date of this Certificate and the date of introduction and adoption of the Ordinance hereinafter described, the Governing Body of the Municipality consisted of eight (8) members, all of whom have been duly elected and qualified.

3. Doug Hendrix was the duly elected and qualified Mayor of the Municipality at the time of the introduction and adoption of the Ordinance hereinafter described and at the time of the execution of the documents hereinafter described by the Municipality.

4. The undersigned Clerk has been duly appointed by the Governing Body as Clerk of the Municipality to hold office at the pleasure of the Governing Body, and the appointment as Clerk predated the introduction and adoption of the Ordinance hereinafter described and remains in full force and effect.

5. The seal, an impression of which appears below, is the corporate seal adopted by the Municipality.

6. The undersigned, as Clerk, is charged with the duty of keeping custody of the minutes and official records of the proceedings of the Governing Body.

7. At a regular meeting of the Governing Body conducted on the ____ day of _____, 2026, the ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA, DETERMINING THAT

IT IS IN THE BEST INTERESTS OF THE CITY OF STATESVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1,” a full, true and complete copy of which is attached hereto and made a part of this Certificate (the “**Ordinance**”), was introduced. At the next regular meeting of the Governing Body conducted on the ___ day of _____, 2026, and, after consideration by the Governing Body, the Ordinance was duly adopted by the Governing Body by a vote of _____ yeas and _____ nays. The Ordinance was thereafter duly recorded in the ordinance book of the Municipality and the municipal journal, if any. A copy of the minutes of said meeting is attached hereto.

8. The meeting referred to in this Certificate was a duly called and held regular meeting of the Governing Body, open to the public, and a quorum of the Governing Body was present and acting throughout; the copy of the minutes attached hereto has been compared by the undersigned with the original thereof that is on file and of record in the office of the undersigned and it is a full, true and complete copy of said original; and the copy of the Ordinance attached hereto has been compared by the undersigned with the original thereof that is on file in the ordinance book (and municipal journal, if any) and it is a full, true and complete copy of said original. The Ordinance has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

9. The Amended and Restated Project Power Sales Agreement (“**Amended and Restated PPSA**”) and the Amended and Restated Supplemental Power Sales Agreement

(“Amended and Restated SPSA”) referred to in the Ordinance have been filed in the Clerk’s office with the minutes of the proceedings at which the Ordinance was adopted.

10. Each execution copy of the Amended and Restated PPSA and the Amended and Restated SPSA being furnished to North Carolina Municipal Power Agency Number 1 by the undersigned has been duly executed by the Mayor of the Municipality and attested by the undersigned as Clerk of the Municipality, all pursuant to authority granted by the Ordinance.

11. Since August 22, 2023, the Governing Body of the Municipality has not amended, revised or altered the Charter of the Municipality pursuant to legislative action, Section §160A-101 et seq. of the North Carolina General Statutes, or in any other manner whatsoever, except as such may have been amended, revised or altered by the document(s), if any, attached hereto; a copy of such document(s) was compared by me with the original(s) thereof on file and of record in the offices of the undersigned and it is a full, true and complete copy of said original(s); and such document(s) has not been amended, modified, superseded or repealed (except as reflected in the documents attached hereto) and is/are in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Statesville, this the _____ day of _____, 2026.

Emily Kurfees, City Clerk

(Impress Seal Here)

Attachments:

- Ordinance
- Minutes
- Charter Amendments, if any

[Municipal Attorney's Letterhead]

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Blvd.
Raleigh, NC 27604

Greetings:

In connection with the Amended and Restated Project Power Sales Agreement, dated as of January 23, 2026, and the Amended and Restated Supplemental Power Sales Agreement, dated as of January 23, 2026, regarding the extension of the terms of the aforescribed agreements through December 5, 2043, each by and between the City of Statesville (the "**Municipality**") and North Carolina Municipal Power Agency Number 1 ("**Power Agency**") (collectively, the "**Member Agreements**"), I have examined (i) the Constitution and laws of the State of North Carolina and the Charter of the Municipality, (ii) the Member Agreements, (iii) an Ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF STATESVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1" (the "**Ordinance**"), approving the terms and provisions of the Member Agreements and authorizing the execution and delivery thereof, and the proceedings of the City Council of the City of Statesville had and taken upon such adoption, (iv) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or the operation of the Member Agreements, and (v) such other instruments and documentation as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

- (a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State of North Carolina;
- (b) The Municipality has power and is authorized to enter into, execute and deliver the Member Agreements and carry out and perform the obligations of the Municipality thereunder;
- (c) The Ordinance has been duly adopted by the governing body of the Municipality, has not been amended, rescinded or repealed and is in full force and effect. The meeting at which the Ordinance was adopted was duly called, duly held, and all applicable laws respecting notice of such meeting were complied with fully;

(d) The Member Agreements have been duly authorized, executed and delivered by the Municipality and constitute valid and binding agreements of the Municipality, enforceable in accordance with their terms;

(e) The authorization, execution and delivery by the Municipality of the Member Agreements and compliance with all terms and provisions thereof to be carried out and performed by the Municipality thereunder do not conflict with and are not in violation of any law of the State of North Carolina, including any of the provisions, terms and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality;

(f) The authorization, execution and delivery by the Municipality of the Member Agreements and compliance with all terms and provisions thereof to be carried out and performed by the Municipality thereunder will not be a breach of, or constitute a default under, the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract, or other instrument, agreement or document to which the Municipality is a party or may be bound; and

(g) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance or contract or other instrument, agreement or document to which the Municipality is a party or may be bound which impairs its ability to discharge its obligations under and carry out the terms of the Member Agreements.

In addition, to my knowledge, information and belief, there is not any litigation pending or threatened against the Municipality which, if decided unfavorably to the interests of the Municipality, would materially adversely affect the validity of the Member Agreements or the financial affairs or the Municipality's electric system.

The opinion expressed in paragraph (d) above is subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws heretofore or hereafter affecting creditors' rights and is subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in equity or at law.

Very truly yours,

Leah Gaines-Messick
City of Statesville Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Cody Leis, Director, Statesville Public Power Director.
DATE: 3/5/2026 7:49 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an Ordinance that authorizes the City to enter into an Amended and Restated Project Power Sales Agreement with North Carolina Municipal Power Agency 1.

1. Summary of Information:

With the current Project Power Sales Agreement expiring in 2033 after its 50 year initial term, this Amended and Restated Project Power Sales Agreement allows NCMPA1 to extend the contract to align with the Catawba Plant Nuclear Operating License date of December 5th, 2043. Recent changes to the North Carolina General Statute Chapter 159B (Joint Municipal Electric Power and Energy Act) allow participants to amend and restate project and supplemental power sales agreements. The Board of Commissioners of the Power Agency and Board of Directors of ElectriCities of North Carolina Inc. have concluded that it is the best interest of the Power Agency and its members to enter into such agreement, which would commence on January 1, 2033.

2. Previous Council or Relevant Actions:

City Council held the first reading of the ordinance on March 2, 2026 and it passed unanimously.

Some relevant actions that stemmed from Council include the decision to join the Power Agency back when the Nuclear License started in the 80s and the selling of 150 MW to Central Electric Cooperative back in 2023 that allowed for a one time credit and 10% reduction in wholesale power. These decisions have allowed the City to be a part of one of the most well run Nuclear Facilities in the US, and have allowed SPP to offer some of the lowest rates in the state.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A
Connecting Our City: N/A
Connecting Our Communities: N/A
Strategic Plan Values: N/A

4. Budget/Funding Implications:

Current and future wholesale power are budgeted annually within our Operations and Maintenance accounts. This accounts for 60% of our budget.

5. Consequences for Not Acting:

If Council does not believe an Amended and Restated Project Power Sales Agreement with NCMPA1

is necessary, the City would be on the hook for securing its own wholesale power source outside the Power Agency by 2033, when the current agreement expires.

6. Department Recommendation:

The Department recommends approval of the ordinance that would allow another 10 years of NCMPA1 participation in clean, stable, and affordable power supply for Statesville Public Power customers.

7. Manager Comments:

Recommend approval of this ordinance.

8. Next Steps:

If approved, ElectriCities will proceed with the next steps of securing these Amended and Restated Power Sales Agreements with Duke Energy.

9. Attachments:

1. Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF STATESVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1

WHEREAS, the City of Statesville (the “**Municipality**”) and North Carolina Municipal Power Agency Number 1 (“**Power Agency**”) entered into a Project Power Sales Agreement, Catawba Nuclear Project (the “**Power Sales Agreement**”), dated as of the first day of May, 1978, pursuant to which Power Agency provides, or causes to be provided, the Municipality with power and energy from the Catawba Project; and

WHEREAS, the Board of Directors of Electricities of North Carolina, Inc., on January 23, 2026, adopted (i) Resolution BDR-1-26 (the “**Resolution**”), which, among other things, (i) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Project Power Sales Agreement (“**Amended and Restated PPSA**”) and (ii) authorizes Power Agency to execute and deliver to each Participant an Amended and Restated Supplemental Power Sales Agreement (“**Amended and Restated SPSA**”) and to take such actions as are necessary, advisable or convenient to obtain the consent of each Participant to, and the approval of each Participant of, the consummation of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA; and

WHEREAS, Power Agency has caused GDS Associates, Inc., Power Agency’s Consulting Engineer, to prepare an economic analysis of the projected impact of the transactions contemplated by the Amended and Restated PPSA and Amended and Restated SPSA on Power Agency’s

wholesale power costs and proposed full requirements wholesale rates (the “**Economic Analysis**”); and

WHEREAS, Power Agency has caused to be furnished to the Municipality each of the following: (i) the Amended and Restated PPSA, (ii) Amended and Restated SPSA, (iii) Resolution BDR-1-26, (iv) an executed Amended and Restated PPSA, dated as of January 23, 2026, (v) an executed Amended and Restated SPSA, dated as of January 23, 2026, and (vi) the Economic Analysis; and

WHEREAS, the City Council of the Municipality (the “**Governing Body**”) has taken into consideration the benefits which might be achieved by (i) approving, executing and delivering the Amended and Restated PPSA and (ii) approving, executing and delivering the Amended and Restated SPSA.

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

1. After due consideration to the contents of each of the preambles set forth above and to each of the documents referred to in such preambles, the Governing Body hereby finds and determines that it is in the best interests of the Municipality to enter into the Amended and Restated PPSA and the Amended and Restated SPSA.

2. The Governing Body hereby authorizes and directs that the Amended and Restated PPSA and the Amended and Restated SPSA be executed for and on behalf of the Municipality by the Mayor and Clerk, sealed with the seal of the Municipality and delivered to the Power Agency in the form and substance of the Amended and Restated PPSA and the Amended and Restated SPSA presented at this meeting.

3. The Governing Body hereby directs the Clerk to furnish or cause to be furnished to Power Agency a certified copy of this ordinance together with the executed Amended and Restated PPSA and the executed Amended and Restated SPSA.

4. The Governing Body hereby directs the Clerk to file with the minutes of this meeting (i) Resolution BDR-1-26, (ii) the proposed Amended and Restated PPSA, (iii) the proposed Amended and Restated SPSA, and (iv) the Economic Analysis as presented and available at this meeting.

5. This Ordinance shall become effective upon its adoption.

ADOPTED this _____ day of _____, 2026.

Doug Hendrix, Mayor

ATTEST:

Emily Kurfees, City Clerk

(SEAL)

CLERK'S CERTIFICATE

I, Emily Kurfees, Clerk of the City of Statesville, North Carolina (the "**Municipality**"), DO HEREBY CERTIFY as follows:

1. To the date of this Certificate, the City Council of the Municipality ("the **Governing Body**") has adopted no ordinance, resolution or rule regulating the procedure to be followed or observed by the Governing Body in the adoption of ordinances or resolutions which is not included in the Municipality's Charter, as amended to date.

2. As of the date of this Certificate and the date of introduction and adoption of the Ordinance hereinafter described, the Governing Body of the Municipality consisted of eight (8) members, all of whom have been duly elected and qualified.

3. Doug Hendrix was the duly elected and qualified Mayor of the Municipality at the time of the introduction and adoption of the Ordinance hereinafter described and at the time of the execution of the documents hereinafter described by the Municipality.

4. The undersigned Clerk has been duly appointed by the Governing Body as Clerk of the Municipality to hold office at the pleasure of the Governing Body, and the appointment as Clerk predated the introduction and adoption of the Ordinance hereinafter described and remains in full force and effect.

5. The seal, an impression of which appears below, is the corporate seal adopted by the Municipality.

6. The undersigned, as Clerk, is charged with the duty of keeping custody of the minutes and official records of the proceedings of the Governing Body.

7. At a regular meeting of the Governing Body conducted on the ____ day of _____, 2026, the ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA, DETERMINING THAT

IT IS IN THE BEST INTERESTS OF THE CITY OF STATESVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1,” a full, true and complete copy of which is attached hereto and made a part of this Certificate (the “**Ordinance**”), was introduced. At the next regular meeting of the Governing Body conducted on the ___ day of _____, 2026, and, after consideration by the Governing Body, the Ordinance was duly adopted by the Governing Body by a vote of _____ yeas and _____ nays. The Ordinance was thereafter duly recorded in the ordinance book of the Municipality and the municipal journal, if any. A copy of the minutes of said meeting is attached hereto.

8. The meeting referred to in this Certificate was a duly called and held regular meeting of the Governing Body, open to the public, and a quorum of the Governing Body was present and acting throughout; the copy of the minutes attached hereto has been compared by the undersigned with the original thereof that is on file and of record in the office of the undersigned and it is a full, true and complete copy of said original; and the copy of the Ordinance attached hereto has been compared by the undersigned with the original thereof that is on file in the ordinance book (and municipal journal, if any) and it is a full, true and complete copy of said original. The Ordinance has not been amended, modified, superseded or repealed and is in full force and effect as of the date hereof.

9. The Amended and Restated Project Power Sales Agreement (“**Amended and Restated PPSA**”) and the Amended and Restated Supplemental Power Sales Agreement

(“Amended and Restated SPSA”) referred to in the Ordinance have been filed in the Clerk’s office with the minutes of the proceedings at which the Ordinance was adopted.

10. Each execution copy of the Amended and Restated PPSA and the Amended and Restated SPSA being furnished to North Carolina Municipal Power Agency Number 1 by the undersigned has been duly executed by the Mayor of the Municipality and attested by the undersigned as Clerk of the Municipality, all pursuant to authority granted by the Ordinance.

11. Since August 22, 2023, the Governing Body of the Municipality has not amended, revised or altered the Charter of the Municipality pursuant to legislative action, Section §160A-101 et seq. of the North Carolina General Statutes, or in any other manner whatsoever, except as such may have been amended, revised or altered by the document(s), if any, attached hereto; a copy of such document(s) was compared by me with the original(s) thereof on file and of record in the offices of the undersigned and it is a full, true and complete copy of said original(s); and such document(s) has not been amended, modified, superseded or repealed (except as reflected in the documents attached hereto) and is/are in full force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Statesville, this the _____ day of _____, 2026.

Emily Kurfees, City Clerk

(Impress Seal Here)

Attachments:

- Ordinance
- Minutes
- Charter Amendments, if any

[Municipal Attorney's Letterhead]

North Carolina Municipal Power Agency Number 1
1427 Meadow Wood Blvd.
Raleigh, NC 27604

Greetings:

In connection with the Amended and Restated Project Power Sales Agreement, dated as of January 23, 2026, and the Amended and Restated Supplemental Power Sales Agreement, dated as of January 23, 2026, regarding the extension of the terms of the aforescribed agreements through December 5, 2043, each by and between the City of Statesville (the "**Municipality**") and North Carolina Municipal Power Agency Number 1 ("**Power Agency**") (collectively, the "**Member Agreements**"), I have examined (i) the Constitution and laws of the State of North Carolina and the Charter of the Municipality, (ii) the Member Agreements, (iii) an Ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA, DETERMINING THAT IT IS IN THE BEST INTERESTS OF THE CITY OF STATESVILLE TO APPROVE AND AUTHORIZE THE EXECUTION AND DELIVERY OF, AMONG OTHER DOCUMENTS, AN AMENDED AND RESTATED PROJECT POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1 AND AN AMENDED AND RESTATED SUPPLEMENTAL POWER SALES AGREEMENT WITH NORTH CAROLINA MUNICIPAL POWER AGENCY NUMBER 1" (the "**Ordinance**"), approving the terms and provisions of the Member Agreements and authorizing the execution and delivery thereof, and the proceedings of the City Council of the City of Statesville had and taken upon such adoption, (iv) such contracts, instruments and documents to which the Municipality is a party and which might affect the validity or the operation of the Member Agreements, and (v) such other instruments and documentation as I have deemed necessary in order to render the opinions set forth herein.

It is my opinion that:

- (a) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State of North Carolina;
- (b) The Municipality has power and is authorized to enter into, execute and deliver the Member Agreements and carry out and perform the obligations of the Municipality thereunder;
- (c) The Ordinance has been duly adopted by the governing body of the Municipality, has not been amended, rescinded or repealed and is in full force and effect. The meeting at which the Ordinance was adopted was duly called, duly held, and all applicable laws respecting notice of such meeting were complied with fully;

(d) The Member Agreements have been duly authorized, executed and delivered by the Municipality and constitute valid and binding agreements of the Municipality, enforceable in accordance with their terms;

(e) The authorization, execution and delivery by the Municipality of the Member Agreements and compliance with all terms and provisions thereof to be carried out and performed by the Municipality thereunder do not conflict with and are not in violation of any law of the State of North Carolina, including any of the provisions, terms and conditions of any ordinance, resolution, rule, by-law or motion of the Municipality;

(f) The authorization, execution and delivery by the Municipality of the Member Agreements and compliance with all terms and provisions thereof to be carried out and performed by the Municipality thereunder will not be a breach of, or constitute a default under, the terms and conditions of any indenture, loan agreement, mortgage, resolution, ordinance, contract, or other instrument, agreement or document to which the Municipality is a party or may be bound; and

(g) To my knowledge, information and belief, there are no burdensome restrictions or conditions of any unusual character in any indenture, loan agreement, mortgage, resolution, ordinance or contract or other instrument, agreement or document to which the Municipality is a party or may be bound which impairs its ability to discharge its obligations under and carry out the terms of the Member Agreements.

In addition, to my knowledge, information and belief, there is not any litigation pending or threatened against the Municipality which, if decided unfavorably to the interests of the Municipality, would materially adversely affect the validity of the Member Agreements or the financial affairs or the Municipality's electric system.

The opinion expressed in paragraph (d) above is subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws heretofore or hereafter affecting creditors' rights and is subject to the principles of equity relating to or affecting the enforcement of obligations, whether such enforceability is considered in equity or at law.

Very truly yours,

Leah Gaines-Messick
City of Statesville Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Herman Caulder, Assistant Planning Director
DATE: 3/5/2026 7:49 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of rezoning request, ZC26-05 Dover Road initiated by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, to rezone three parcels located along Dover Road.

1. Summary of Information:

There are three parcels totaling 10 acres that were not purchased and rezoned when the Larkin Commerce Park was developed. The applicant is under contract to purchase these parcels and would like to have them rezoned consistent with the surrounding properties from Iredell County RA (Rural Agricultural) District to City of Statesville HI (Heavy Industrial) District. The HI district allows offices, manufacturing, warehousing, and most industrial uses by right. Additionally, the property owners (Daniel Plyler Etal, Marty Tucker, and James and Deborah Revocable Trust) are seeking annexation concurrently into the City of Statesville. Standard rezonings do not include a concept plan as no conditions may be added.

The 2045 Land Development Plan shows the property to be in a Tier 1 Growth Area suitable for Employment Center/Industrial Flex character intent.

The surrounding zoning districts and current land uses are as follows:

North of the Site: HI (Heavy Industrial) District in the Larkin Commerce Park.

East of the Site: HI (Heavy Industrial) District in the Larkin Commerce Park.

South of the Site: HI (Heavy Industrial) District in the Larkin Commerce Park.

West of the Site: HI (Heavy Industrial) District in the Larkin Commerce Park.

2. Previous Council or Relevant Actions:

The surrounding industrial park was originally rezoned in 2007. At that time, the three parcels mentioned here were not part of the rezoning. Now the applicant has the opportunity to absorb these parcels into the larger development.

The first reading and public hearing was held on March 2, 2026. No one from the public came to speak during the hearing. The first reading passed unanimously.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

The 2045 Land Development Plan calls for this area to be an Industrial Flex/Employment Center intent area. Furthermore, the parcels recommended for rezoning are surrounded by land inside the Larkin Commerce Park. Working with industrial partners will provide employment opportunities for our citizens and promote economic growth for our community.

4. Budget/Funding Implications:

Industrial growth would expand the tax base.

5. Consequences for Not Acting:

Not acting would leave pockets of residential land inside an industrial park and possibly be a deterrent to recruiting industry to the area.

6. Department Recommendation:

The 2045 Land Development Plan is supportive of this request, as it shows these parcels to be in a Tier 1 Growth Area with an Employment Center/Industrial Flex intent area, which supports this request.

Therefore, staff recommends approval – option 1 to approve the requested rezoning.

The Planning Board voted on February 9, 2026 to recommend approval of the request (option 1).

7. Manager Comments:

Concur with the staff recommendation.

8. Next Steps:

If approved, the rezoning would be in effect March 16, 2026

9. Attachments:

1. Ordinance ZC26-05 Dover Rd

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTIES FROM IREDELL COUNTY R-A (RESIDENTIAL AGRICULTURAL) DISTRICT TO HI (HEAVY INDUSTRIAL) DISTRICT, TO IN HARMONY WITH THE SURROUNDING PARCELS INSIDE THE LARKIN COMMERCE PARK.

**ZC26-05 Dover Road (Larkin Commerce Park)
located along Dover Road adjacent to the Larkin Commerce Park, Statesville, NC
Iredell County Tax Map Parcel #'s 4752-26-3618, 4752-36-3615, and 4752-35-2809.**

WHEREAS, A NOTICE TO THE GENERAL PUBLIC AND PARTICULARLY THE CITIZENS OF THE City of Statesville's planning jurisdiction was duly given, notifying them of a public hearing to be held on March 2, 2026 at 6:00 p.m. in the Council Chambers at City Hall, 227 South Center Street, Statesville, North Carolina, for the purpose of considering a proposed ordinance to change the zoning classification of the after described properties from Iredell County R-A (Residential Agriculture) District to HI (Heavy Industrial) District to allow them to be zoned consistently with the surrounding properties inside the Larkin Commerce Park; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on February 19 and 26, 2026, all in accordance with the procedure set forth in N.C.G.S. 160D-601; and

WHEREAS, said public hearing was duly held in accordance with law, and all persons present were given an opportunity to be heard on said proposed ordinance prior to any action being taken thereon by the City Council;

NOW, THEREFORE, BE IT ORDAINED, that the zoning classification of the after described properties be changed as particularly set out below, said properties being more particularly described as follows:

Description:

PLYLER DANIEL T ETAL (PIN #: 4752363615.000)

"BEGINNING at an iron stake on the East side of the Public Road, Dr. Rhyne's and Tucker's corner, and runs with Tucker's line South 89 East 219.5 feet to a stake, Rhyne's and Tucker's corner; thence North 13 deg. 50 min. East 330 feet to an iron stake, Tucker's and Rhyne's corner; thence South 86 deg. 10 min. East 500 feet to a stake in Tucker's line, Rhyne's new corner; thence South 8 West 355.5 feet to an iron stake, Rhyne's new corner; thence with Rhyne's new line North 89 West 760 feet to an iron stake on the East margin of the Public Road; thence with the public road North 8 East 57.5 feet to the BEGINNING. This being the identical property conveyed to EMERY H. PLYLER AND WIFE, MILDRED M. PLYLER by deed dated 14 July 1955 from S. A. RHYNE AND WIFE, LOUISE F. RHYNE, recorded at the Iredell County Registry in Book 263 at Page 152."

SHERRILL JAMES+DEBORAH REVOC TR (PIN #: 4752263618.000)

"BEGINNING at a nail in the North property line of Melvin Tucker at the Southwest corner of Floyd F. Tucker's tract described in a deed recorded in Deed Book 228 at Page 310 in the

Iredell County Registry, and running thence with a line of Melvin Tucker North 88 degrees 10 minutes 40 seconds West 200 feet to an iron pin a new corner of C.F. Mills; thence with the new lines of C.F. Mills North 3 degrees 08 minutes 50 seconds West 225 feet to an iron pin and South 88 degrees 11 minutes 09 seconds East 200.33 feet to an iron pin in the line of Floyd Tucker; thence with the line of Floyd Tucker South 3 degrees 03 minutes 42 seconds East 225 feet to the BEGINNING, containing 1 acre more or less, being a portion of that property conveyed to C.F. Mills and wife, Ruth H. Mills by deed of Billy Frank Mills and wife, Phyllis Ann Mills dated October 29, 1960 and recorded in Deed Book 338 at Page 547 in the Iredell County Registry.

The above description was prepared from an actual survey and plat made by L.B. Grier, Registered Surveyor on September 22, 1981.”

TUCKER MARTY ALAN (PIN #: 4752352809.000)

“BEGINNING at an iron pin in the center of the "Farm Road" leading East and South from State Road No. 2351, said beginning point also being located 550 feet in an Easterly and Southerly direction from the point where the center of said "Farm Road" intersects with the center of State Road No. 2351, a new corner of Melvin Tucker; thence with the new lines of Melvin Tucker South 75 degrees 06 minutes 23 seconds East 472.72 feet to an iron pin and South 13 degrees 01 minute 51 seconds West 362.82 feet to an iron pin and North 76 degrees 35 minutes West 329.44 feet to an iron pin in the center of said "Farm Road"; thence with the center of said "Farm Road", North 7 degrees 12 minutes 35 seconds East 125.38 feet to an iron pin and North 7 degrees 16 minutes 02 seconds East 60.64 feet to an iron pin and North 00 degrees 27 minutes 15 seconds West 35.20 feet to a point and North 6 degrees 24 minutes 13 seconds West 53.68 feet to a point and North 22 degrees 18 minutes 43 seconds West 40.64 feet to a point and North 32 degrees 38 minutes 40 seconds West 104.35 feet to the point of BEGINNING, containing 3.08 acres, more or less, and being a portion of that property conveyed to Melvin Ray Tucker by deed of Dr. S. A. Rhyne and wife, Louise F. Rhyne, dated March 26, 1962, and recorded in Deed Book 360, at page 29, in the Iredell County Registry.

The above-description was prepared from an actual survey and plat made by Alfred F. Williams, Registered Surveyor, on August 11, 1994.

(continued from above)

There is also hereby conveyed to the Grantees, their heirs and assigns, in perpetuity, a right of way easement for the “Farm Road” for its full width leading Southeasterly and Southerly from State Road No. 2351 to the Southwest corner of the above-described 3.08-acre tract. This conveyance is also made subject to the rights of others to use said “Farm Road.””

This ordinance was introduced for first reading by Councilmember, _____ seconded by Councilmember, _____ and unanimously carried on the 20th day of October, 2025.

Ayes:
Nayes:

The second and final reading of this ordinance was heard on the 3th day of November, 2025 and upon motion of Councilmember, _____, seconded by Councilmember _____, and unanimously carried, was adopted.

Ayes:

Nayes:

This ordinance is to be in full force and effect from and after the 3th day of November, 2025.

CITY OF STATESVILLE

J. Douglas Hendrix, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Herman Cauler, Assistant Planning Director
DATE: 3/5/2026 7:49 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an ordinance to annex AX26-05: Dover Road, filed by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, for approximately 10 acres located on Dover Road inside the Larkin Commerce Park.

1. Summary of Information:

The three parcels combined are approximately 10 acres located on Dover Road, inside Larkin Commerce Park. The applicant is requesting the annexation of the properties concurrently with a straight “by right” rezoning request so that the parcels will be zoned HI (Heavy Industrial) along with the surrounding properties in the Larkin Commerce Park.

- **Ward:** The is properties are adjacent to voting Ward 1. The infill site is contiguous to the primary corporate limits (surrounded by the Larkin Commerce Park).
- **Planning:** The three parcels are currently under Iredell County's zoning jurisdiction. The 2045 Land Development Plan shows the property to be in an area suitable for Employment Center/Industrial Flex Character Intent, which allows offices, manufacturing, warehousing, and most industrial uses by right. This is within the Tier 2 Growth Area, indicating it is appropriate for infill development.
- **Fire:** This is out of our 4-minute response time (around 11 minutes), and unfortunately, there's no connectivity in the southern part. Station 3 would be the closest station to this location. There are already businesses in the area, and given that it's heavily industrial, it will likely be sprinklered. However, concerns will depend on what specific business/manufacturing would be going in. Troutman and Shepard's would be our mutual aid but they have about the same response time.
- **Police:** No concerns at this time.
- **Water/Sewer:** Water supply is not an issue but modeling will be required to confirm whether fire flow requirements can be met. If not, one or more options can be considered (looping of system, booster station, towers to augment fire flow demand, etc.). Concerning sewer, there's a possibility that Phase 1 could fit in the Troutman pipe. Going beyond that volume will require an additional solution – the gravity line we have under design being the closest available solution.

- Electricity: The site is in Statesville’s Public Power exclusive territory and can be served.
- Stormwater: Post construction stormwater controls will be required.

2. Previous Council or Relevant Actions:

The surrounding industrial park was originally rezoned/annexed in 2007. At that time, the three parcels mentioned here were not part of the rezoning/annexation.

The first reading and public hearing was held on March 2, 2026. No one from the public came to speak during the hearing. The first reading passed unanimously.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

These parcels are in the Tier 2 Growth Area of the 2045 Land Development Plan.

4. Budget/Funding Implications:

The value at full buildout is to be determined.

5. Consequences for Not Acting:

The property owner(s) may explore by right development option(s).

6. Department Recommendation:

The site meets the statutory requirements for contiguous annexation.

7. Manager Comments:

Recommend moving forward with the annexation process.

8. Next Steps:

If approved, the annexation would go into effect March 31, 2026.

9. Attachments:

1. Ordinance Annexation AX26-05 Dover Road (Larkin Commerce Park)

ORDINANCE NO.

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF STATESVILLE,
NORTH CAROLINA**

**Case No. AX26-05 Dover Road (Larkin Commerce Park)
Parcel #'s 4752-26-3618, 4752-36-3615, and 4754-35-2809**

WHEREAS, the Statesville City Council has petitioned under G.S. 160A-31, to annex the area described below; and

WHEREAS, the Statesville City Council has by resolution directed the Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 2nd day of March 2026 after due notice by publication on the 19th day of February 2026; and

WHEREAS, the Statesville City Council finds that the petition meets the requirements of G.S. 160A-31:

WHEREAS, the Statesville City Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Statesville City Council further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED BY the Statesville City Council of the City of Statesville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of March 31, 2026, at 11:59 p.m.

TUCKER MARTY ALAN (PIN #: 4752352809.000)

"BEGINNING at an iron pin in the center of the "Farm Road" leading East and South from State Road No. 2351, said beginning point also being located 550 feet in an Easterly and Southerly direction from the point where the center of said "Farm Road" intersects with the center of State Road No. 2351, a new corner of Melvin Tucker; thence with the new lines of Melvin Tucker South 75 degrees 06 minutes 23 seconds East 472.72 feet to an iron pin and South 13 degrees 01 minute 51 seconds West 362.82 feet to an iron pin and North 76 degrees 35 minutes West 329.44 feet to an iron pin in the center of said "Farm Road"; thence with the center of said "Farm Road", North 7 degrees 12 minutes 35 seconds East 125.38 feet to an iron pin and North 7 degrees 16 minutes 02 seconds East 60.64 feet to an iron pin and North 00 degrees 27 minutes 15 seconds West 35.20 feet to a point and North 6 degrees 24 minutes 13 seconds West 53.68 feet to a point and North 22 degrees 18 minutes 43 seconds West 40.64 feet to a point and North 32 degrees 38 minutes 40 seconds West 104.35 feet to the point of BEGINNING, containing 3.08 acres, more or less, and being a portion of that property

conveyed to Melvin Ray Tucker by deed of Dr. S. A. Rhyne and wife, Louise F. Rhyne, dated March 26, 1962, and recorded in Deed Book 360, at page 29, in the Iredell County Registry. The above-description was prepared from an actual survey and plat made by Alfred F. Williams, Registered Surveyor, on August 11, 1994. There is also hereby conveyed to the Grantees, their heirs and assigns, in perpetuity, a right of way easement for the "Farm Road" for its full width leading Southeasterly and Southerly from State Road No. 2351 to the Southwest corner of the above-described 3.08-acre tract. This conveyance is also made subject to the rights of others to use said "Farm Road."

SHERRILL JAMES+DEBORAH REVOC TR (PIN #: 4752263618.000)

"BEGINNING at a nail in the North property line of Melvin Tucker at the Southwest corner of Floyd F. Tucker's tract described in a deed recorded in Deed Book 228 at Page 310 in the Iredell County Registry, and running thence with a line of Melvin Tucker North 88 degrees 10 minutes 40 seconds West 200 feet to an iron pin a new corner of C.F. Mills; thence with the new lines of C.F. Mills North 3 degrees 08 minutes 50 seconds West 225 feet to an iron pin and South 88 degrees 11 minutes 09 seconds East 200.33 feet to an iron pin in the line of Floyd Tucker; thence with the line of Floyd Tucker South 3 degrees 03 minutes 42 seconds East 225 feet to the BEGINNING, containing 1 acre more or less, being a portion of that property conveyed to C.F. Mills and wife, Ruth H. Mills by deed of Billy Frank Mills and wife, Phyllis Ann Mills dated October 29, 1960 and recorded in Deed Book 338 at Page 547 in the Iredell County Registry.

The above description was prepared from an actual survey and plat made by L.B. Grier, Registered Surveyor on September 22, 1981."

PLYLER DANIEL T ETAL (PIN #: 4752363615.000)

"BEGINNING at an iron stake on the East side of the Public Road, Dr. Rhyne's and Tucker's corner, and runs with Tucker's line South 89 East 219.5 feet to a stake, Rhyne's and Tucker's corner; thence North 13 deg. 50 min. East 330 feet to an iron stake, Tucker's and Rhyne's corner; thence South 86 deg. 10 min. East 500 feet to a stake in Tucker's line, Rhyne's new corner; thence South 8 West 355.5 feet to an iron stake, Rhyne's new corner; thence with Rhyne's new line North 89 West 760 feet to an iron stake on the East margin of the Public Road; thence with the public road North 8 East 57.5 feet to the BEGINNING. This being the identical property conveyed to EMERY H. PLYLER AND WIFE, MILDRED M. PLYLER by deed dated 14 July 1955 from S. A. RHYNE AND WIFE, LOUISE F. RHYNE, recorded at the Iredell County Registry in Book 263 at Page 152."

Section 3. The Mayor of the City of Statesville shall cause to be recorded in the office of the Register of Deeds of Iredell County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Iredell County Board of Elections, as required by G.S. 163-288.1.

The Ordinance was introduced by a first reading by Councilmember _____, seconded by Councilmember _____, and carried on the 2nd day of March, 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 16th day of March 2026 and upon motion of Councilmember _____, seconded by _____

Councilmember _____, and unanimously carried, was adopted.

AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 31st day of March 2026 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 3/5/2026 7:47 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a continued public hearing and consider passing the first reading of the rezoning request ZC25-15 Japul Road (Harmony Vistas) Subdivision, filed by Mr. Mark Miserocchi of Harmony Investing LLC, for two parcels located at the end of Japul Road and along Beauty Street.

1. Summary of Information:

This is a conditional rezoning, meaning the project will be tied to the concept plan along with any conditions agreed to between the Applicant and City Council (see attachments). The properties are not located within the city limits and will need to be annexed. The proposed project site is approximately 28 acres located at the end of Japul Road and along Beauty Street. The applicant is applying to rezone the properties to build up to 70 single-family homes under the Cluster Subdivision provision.

A community input meeting was held on November 18, 2025, attended by 7 members of the community. Concerns voiced at this meeting including the access from Japul Road and the current condition of Japul Road, increased traffic, and flooding issues. The developer has revised the concept plan to remove access from Japul Road.

The purpose of the Cluster Subdivision (Article 7.01 of the UDC) is to provide creative and innovative developments that minimize land disturbance and maximize the preservation and conservation of sensitive natural areas and open space by grouping dwellings in clusters through variation of lot sizes and uses of open space. The minimum lot size in the R-8 Cluster development for single-family homes can be reduced from 8,000 square feet to 6,000, with the difference added to open space. Furthermore, in cluster subdivision proposals, lots must conform to the setback requirements for the underlying zoning district except that no minimum lot width is required (other than a required 10-foot separation between buildings).

The project is required to provide an 8ft wide (Type A) street yards landscaping buffer along all streets and a 15ft wide (Type C) vegetative buffers on all sides. Per the revised plan, there is one proposed entrance to the site, through the Greenbriar Ridge subdivision currently under construction to the South. There will also be sidewalks, curbs, and gutters as well as street trees along both sides of all streets.

The 2019 Mobility and Development Plan calls for a 10ft greenway (20ft easement) to be constructed by the developer and will be maintained by the City. In addition, there will be privately maintained walking trails on site.

The concept plan shows 12.58 acres of total open space, including 2.87 acres of active open space. The active open space does include the greenway that will be dedicated to the city.

The 2045 Land Development Plan shows the property to be in an area suitable for Complete Neighborhood 2 Character Intent which includes single-family residential uses. This is also with the Tier 1 Growth Area. In addition, water, sewer, and Statesville Public Power will serve the site.

The surrounding zoning districts and land uses are as follows:

North of the Site: R-10 (Urban Low Density Single-Family Residential) District, with existing single-family homes within the Jan Joy Acres Subdivision.

East of the Site: RA (Residential Agricultural) and R-15 (Urban Fringe Low Density Residential) Districts, with single-family homes within the Hope Bros Builders Subdivision.

South of the Site: R-8 CZ (Medium Density Single-Family Conditional Zoning) District, with single-family homes proposed in the recently approved Greenbriar Ridge Subdivision.

West of the Site: R-8MFM (Medium Density Multi-Family and Manufactured Residential) District, with existing single-family homes within the Lakeridge Subdivision.

2. Previous Council or Relevant Actions:

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning (AX26-01) at this meeting. City Council approved the rezoning of the adjacent property to the south to R-8 CZ in 2023, the Greenbriar Ridge Subdivision.

City Council opened the public hearing at the March 2, 2026 meeting and postponed it to the March 16, 2026 meeting.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth citywide.

Connecting Our Communities: Promote the development of a range of housing types throughout our community and housing stability for residents.

Strategic Plan Values: N/A

This development is located within Tier 1 of the Growth Map and is currently in the City's Extraterritorial Zoning Jurisdiction (ETJ).

4. Budget/Funding Implications:

The current tax value of the parcels is \$177,960 and the estimated value at full buildout is to be determined.

5. Consequences for Not Acting:

The property could be developed under the current residential zoning regulations. However, there may be title issues regarding access.

6. Department Recommendation:

Staff recommends Option 1 - Approval according to the original concept plan with the connection to Japul Road to rezone the properties.

The Planning Board recommended approval Option 2 – Approval according to the revised concept plan without connection to Japul Road. The UDC and Fire Code does not require the connection.

7. Manager Comments:

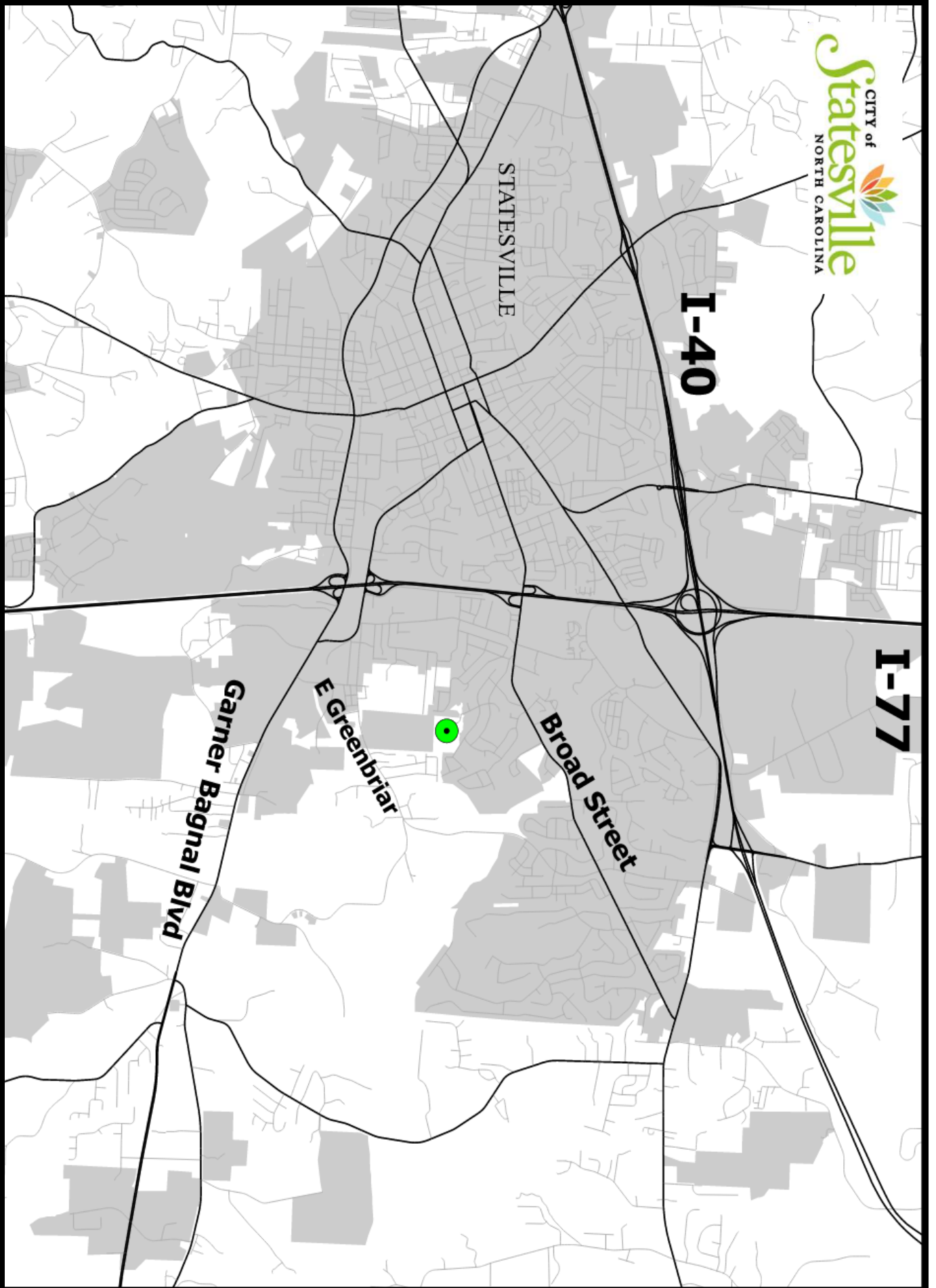
Concur with the staff recommendation.

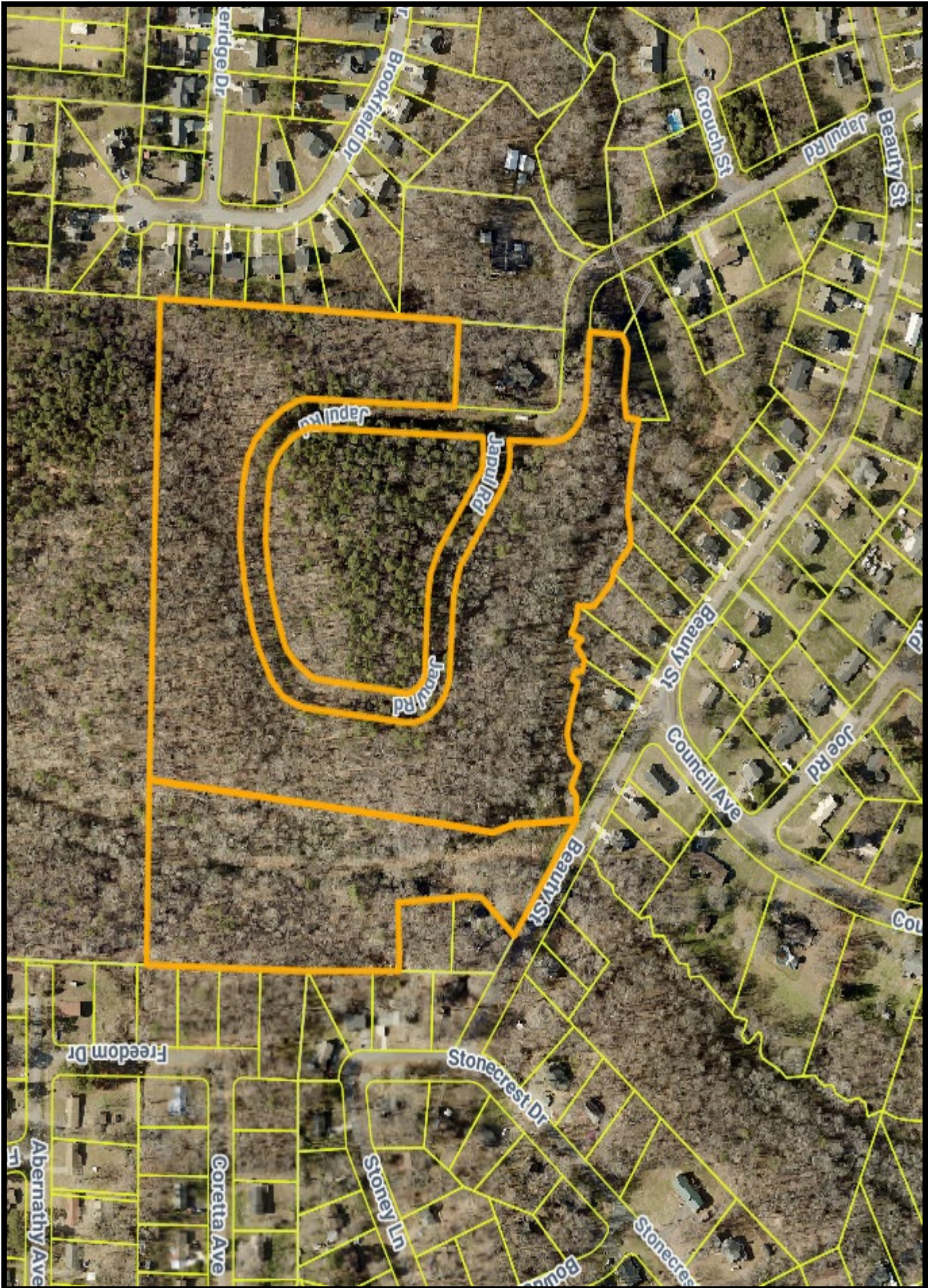
8. Next Steps:

If approved, the second reading would be on April 13, 2026.

9. Attachments:

1. Packet Maps ZC25-15 Harmony Vistas
2. Complete Neighborhood 2 Intent
3. Harmony Vistas_Site Plan_2026-01-20
4. Original Concept Plan ZC25-15 Harmony Vistas
5. Consistency Statements for CC 3-2-26 - ZC25-15 Harmony Vistas
6. Zoning Ordinance ZC25-15 Japul Road Revised 3-2-2026



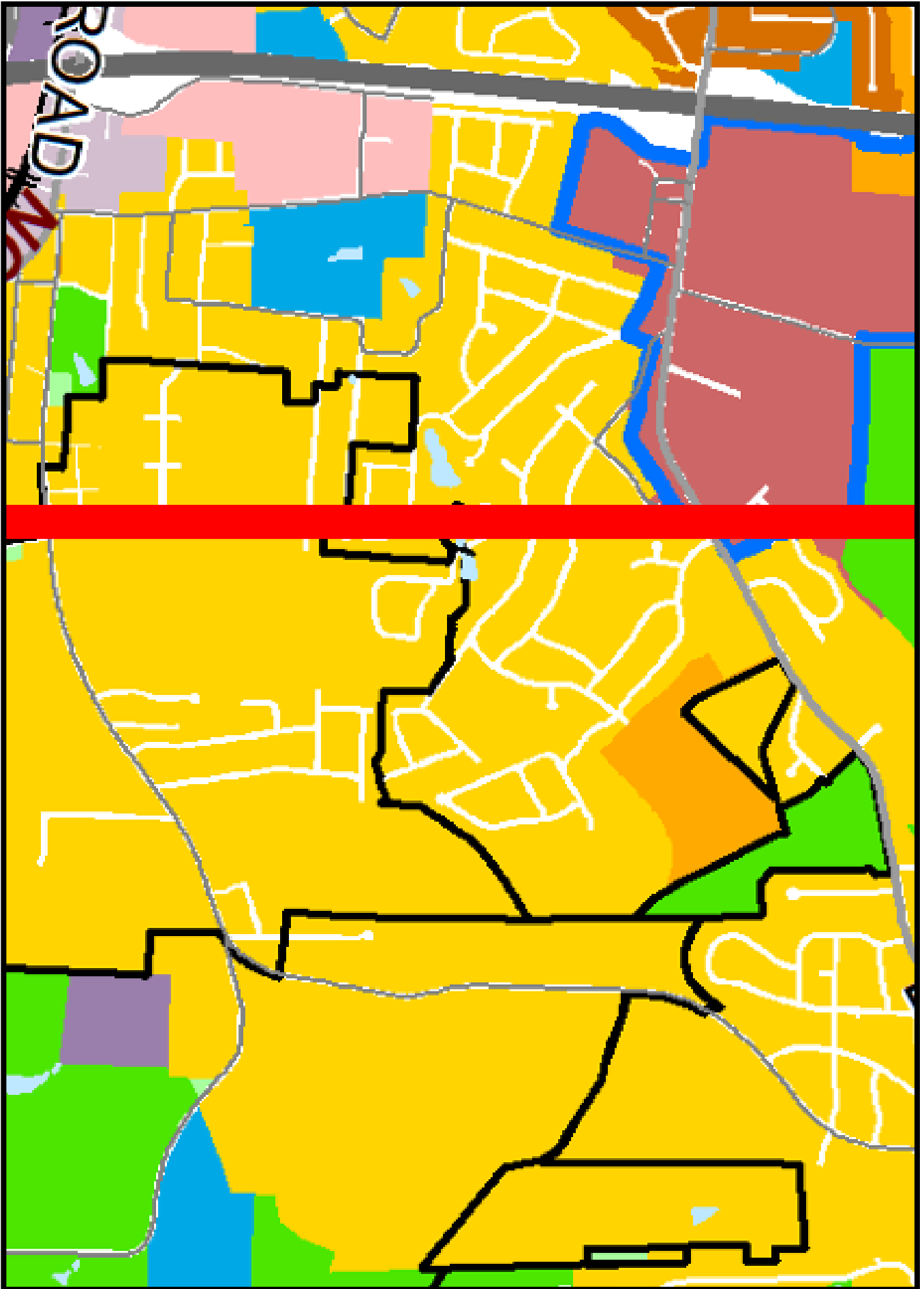




Site Photo – ZC25-15 Harmony Vistas – View from current end of Japul Road



Site Photo – ZC25-15 Harmony Vistas – View from Beauty Street



Complete Neighborhood 2

Character Intent

Complete Neighborhoods 2 are opportunities for new neighborhoods built using traditional neighborhood designs that provide a mix of residential uses. These neighborhoods are best designed as master planned neighborhoods that use a traditional grid or modified grid network, shorter block lengths, and pedestrian pathways connecting residences to internal and external destinations. Typically, a larger portion of neighborhoods will be dedicated to single-family detached homes. Predominantly single family neighborhoods may be supplemented with a variety of housing type choices (see page 36) and multifamily development, provided that sites are adjacent to commercial centers or nodes that can adequately provide basic retail goods and services, and/or along central thoroughfares that can accommodate the significant traffic impacts associated with the higher density residential development. Supplemental housing type choices and multifamily development may also be appropriate when part of a live-work or mixed-use cluster within a larger planned neighborhood or community, or as a part of a planned effort to build the demand that can bring basic retail goods and services to an area or neighborhood that lacks them where increased services and some multifamily is the goal. Sidewalks, multi-use paths, on-street parking, and narrow street designs prioritize walking and biking through neighborhoods and accommodate connections to adjacent uses. These neighborhoods should also include parks and community open spaces accessible to neighborhood residents and preferably to the public. Pockets of community-serving institutional uses like schools, community centers and churches are also appropriate. Limited use of neighborhood-scale, multistory commercial and office centers is appropriate in this character area when clustered along major thoroughfares and street corners.

Pattern & Form

Grid or modified grid network with short and medium block lengths.

Opportunities

New master planned developments organized around community gathering spaces (commercial or open space).

Primary Uses

Residential

Secondary Uses

Clubhouses and recreation centers, neighborhood scale corner commercial/offices, institutional, park and open space, daycare.

Form Characteristics

Building Height	One to three stories
Building Orientation	Residences oriented towards the primary street, 0-30 ft setbacks
Building Types	Single family detached homes, limited use of a variety of housing type choices (see page 37), and multifamily in centralized locations, limited use of neighborhood-scale and multistory commercial or office centers in centralized locations, and institutional buildings.
Street Character	Local streets with sidewalks on both sides and street trees, off-street pedestrian and bike circulation connections (trails and paths)
Parking Character	Alley parking preferred for residential, some on-street parking, neighborhood nonresidential uses share small surface lots



Legend

- Wetlands (preliminary determination)
- Wetlands/Stream Buffer (25' anticipated)
- Stream Centerline
- Stream Buffer (25' from centerline per UDC)
- FEMA Floodway GIS
- 100 Year Floodplain
- 500 Year Floodplain
- Trail Alignment
- Proposed Supplemental Trail Connections

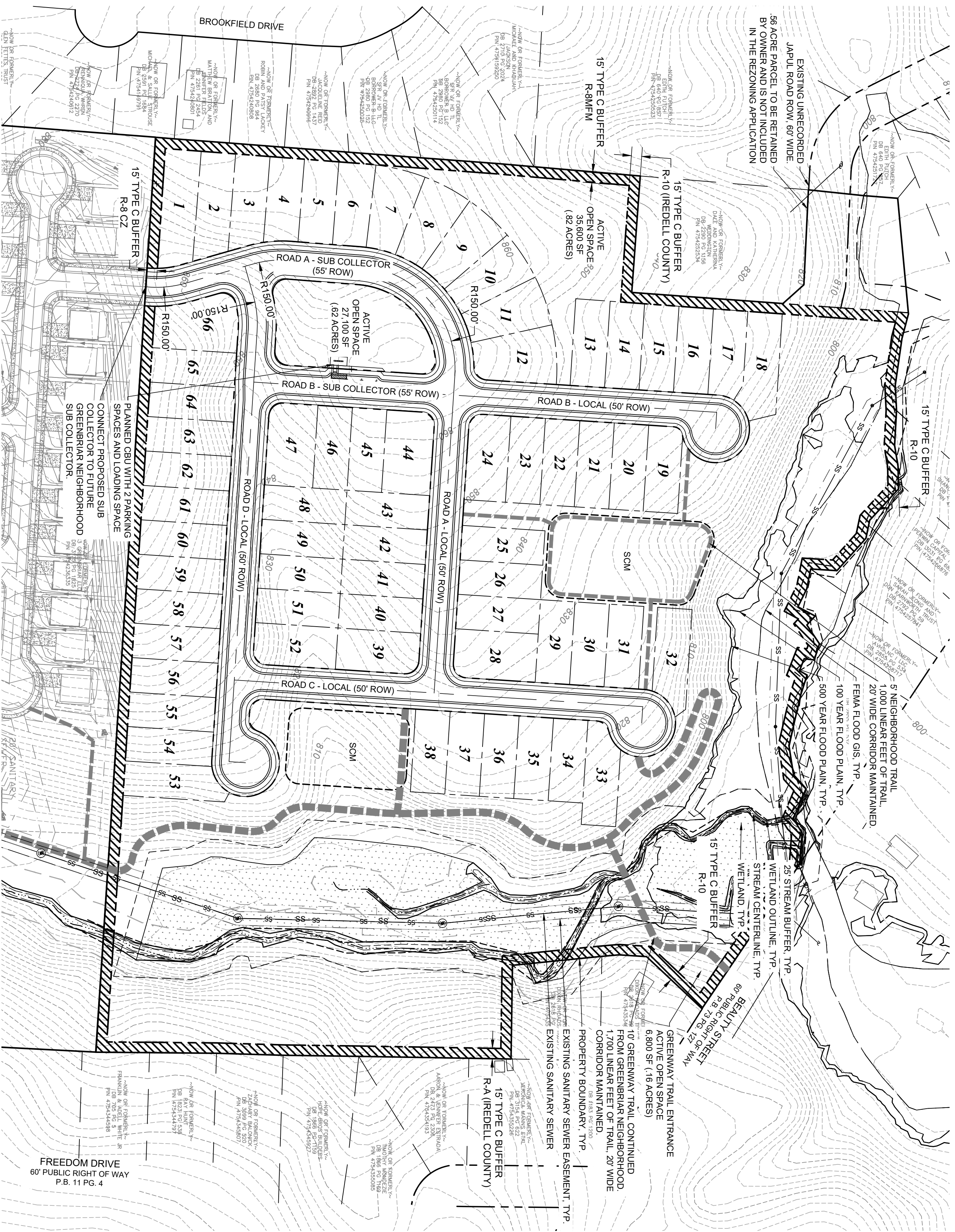
Development Data

Tax Parcel Number:	475452505, 4754254679
City of Statesville	
Zoning Classification:	R-10
Proposed Zoning:	R-8 C2 Cluster
Surveyed Total Site Acreage:	27.88 ac.
Density and Dimensional Standards:	
Minimum Lot Size:	6,000 sf or greater
Minimum Lot Width:	50'
Maximum Building Height:	35'
Dwelling Units per Acre:	2.12
Total Lots:	68
Building Setbacks:	
Front:	25'
Side Yard:	5'
Corner Lot Side Yard:	15' (25' Perpendicular Rear Lot)
Rear Yard:	25'

PRELIMINARY

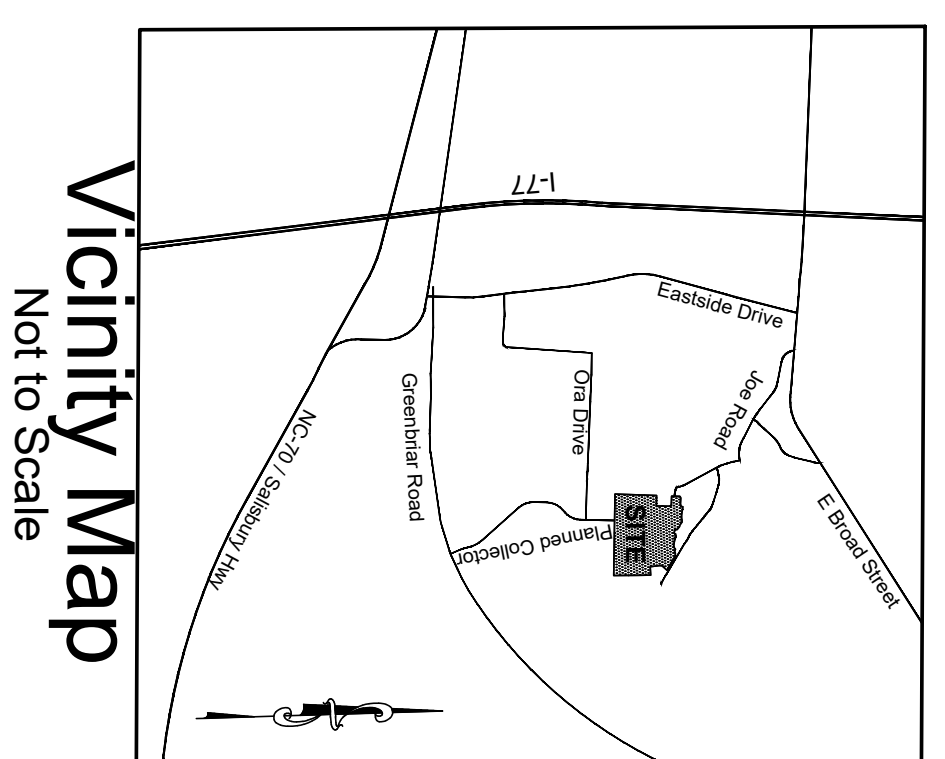
Open Space Requirements:	
Active Open Space Required:	2.79 ac
(10% of Site Area)	
Active Open Space Provided:	2.85 ac
Common Open Space Provided:	9.40 ac
Total Open Space Provided:	12.25 ac

- Reasoning Conditions**
- The development will include a maximum of 70 single family detached homes. A reduction in units up to 10% may occur due to engineering and/or other conditions. The remaining units will be provided at the northern entrance of Japul Road.
 - A minimum of two (2) building materials will be utilized on the front of the homes.
 - The homeowner's associations will maintain all common areas and SCM ponds.
 - A security camera will be provided at the northern entrance of Japul Road that will be installed and maintained by others.
 - A twenty (20) foot easement will be provided for the ten (10) foot wide paved greenway trail. Greenway to be constructed as part of Phase 1 or if development is not phased prior to approval of final plat recordation.
 - A roadway connection will be provided to the existing stub on the north side of the adjacent Greenbriar Ridge subdivision.

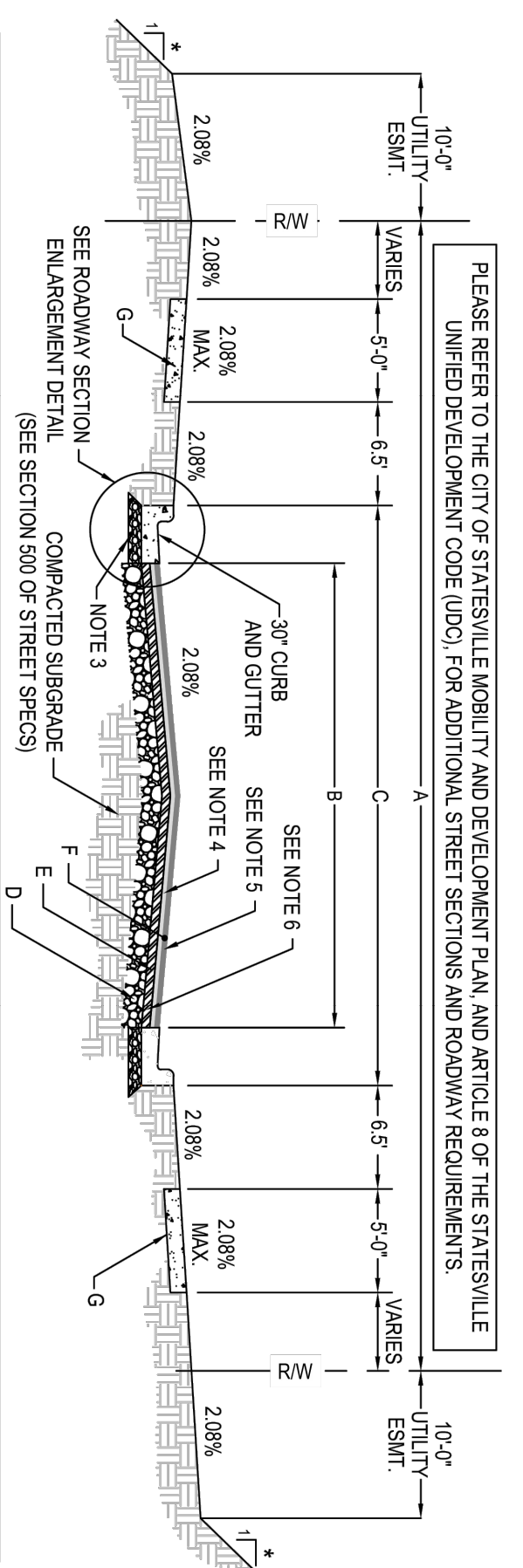


I, [Printed Name], applicant, agree to adhere to the above conditions please on recording case #ZC 202 as adopted by City Council on the day of 202.

Applicant (Signature) _____ Date _____



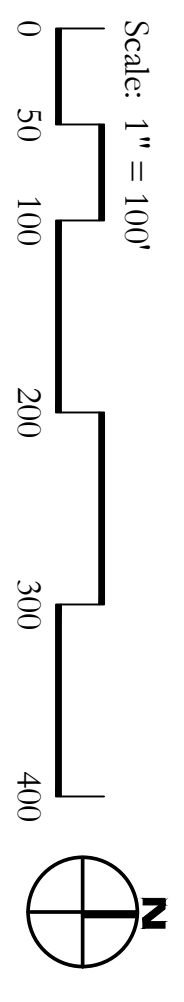
Parcel #	Area (SF)	Parcel #	Area (SF)	Parcel #	Area (SF)
1	8614	23	6250	45	6000
2	7545	24	7414	46	6000
3	6633	25	6000	47	8314
4	6065	26	6000	48	6000
5	6007	27	6000	49	6000
6	6176	28	8314	50	6000
7	7037	29	6000	51	6000
8	7037	30	6000	52	7114
9	7037	31	6000	53	6967
10	7037	32	6902	54	6252
11	7037	33	6929	55	6250
12	8345	34	6000	56	6250
13	6286	35	6000	57	6250
14	6265	36	6000	58	6250
15	6244	37	6000	59	6250
16	6223	38	6000	60	6250
17	6182	39	7114	61	6250
18	7736	40	6000	62	6250
19	6207	41	6000	63	6249
20	6250	42	6000	64	6208
21	6250	43	6000	65	6125
22	6250	44	8314	66	8819



STREET TYPE	A	B	C	D	E	F	G
COLLECTOR	MIN. RIGHT-OF-WAY WIDTH	MINIMUM PAVEMENT WIDTH	BACK OF CURB TO BACK OF CURB	ABC STONE / ASPHALT BASE	1-1.80C ASPHALT	S15.0C ASPHALT	SIDEWALK REQUIREMENT
1	80'	32'	37'	8" STONE / 5" BASE	3"	3"	BOTH SIDES OF STREET
2	25'x90' DWELLINGS	55'	26'	8" STONE / 5" BASE	3"	3"	BOTH SIDES OF STREET
3	LOCAL DWELLINGS	50'	27'	6" STONE / 4" BASE	2.5"	3"	BOTH SIDES OF STREET

Statesville Standard Road Cross Sections

NOT FOR PERMITTING OR CONSTRUCTION



<p>Harmony Vistas Statesville, NC</p> <p>Conditional Rezoning Concept Plan</p> <p>SCALE</p>	<p>PRELIMINARY NOT FOR PERMITTING OR CONSTRUCTION</p>	<p>301 S. MCDOWELL STREET SUITE 900 CHARLOTTE, NC 28204 F-3098 PHONE: (704) 595-6500</p> <p>PREPARED FOR: Harmony Investing LLC 3225 Meador Dr., Suite 100 Las Vegas, NV 89121</p>	<p>DATE: CHANGED BY:</p> <p>REVISIONS:</p> <table border="1"> <thead> <tr> <th>REV</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	REV	REVISION DESCRIPTION											<p>DESIGN BY: Dxxxxx MADDY</p> <p>DRAWN BY: Dxxxxx MADDY</p> <p>CHECKED BY: Cxxxxx MADDY</p> <p>APPROVED BY: Axxxxx MADDY</p> <p>PROJECT/FACILITY #</p> <p>INTERNAL: JobNumber</p> <p>MUNICIPAL: MainNumber</p> <p>ORIGINAL DATE: 9/25/2025</p> <p>SHEET 1</p>
REV	REVISION DESCRIPTION															

Legend

- Wetlands (preliminary determination)
- Stream/Stream Buffer (25' anticipated)
- Stream Centerline
- Stream Buffer (25' from centerline per UDC)
- FEMA Floodway GIS
- 100 Year Floodplain
- 500 Year Floodplain
- Trail Alignment
- Proposed Supplemental Trail Connections

Development Data

Tax Parcel Number:	475452505, 4754254679
City of Statesville:	R-10
Zoning Classification:	R-10 C2 Cluster
Proposed Zoning:	28.42 ac.
Surveyed Total Site Acreage:	

Density and Dimensional Standards:

Minimum Lot Size:	6,000 sf or greater
Minimum Lot Width:	50'
Maximum Building Height:	35'
Dwelling Units per Acre:	2.12
Total Lots:	66

Building Setbacks:

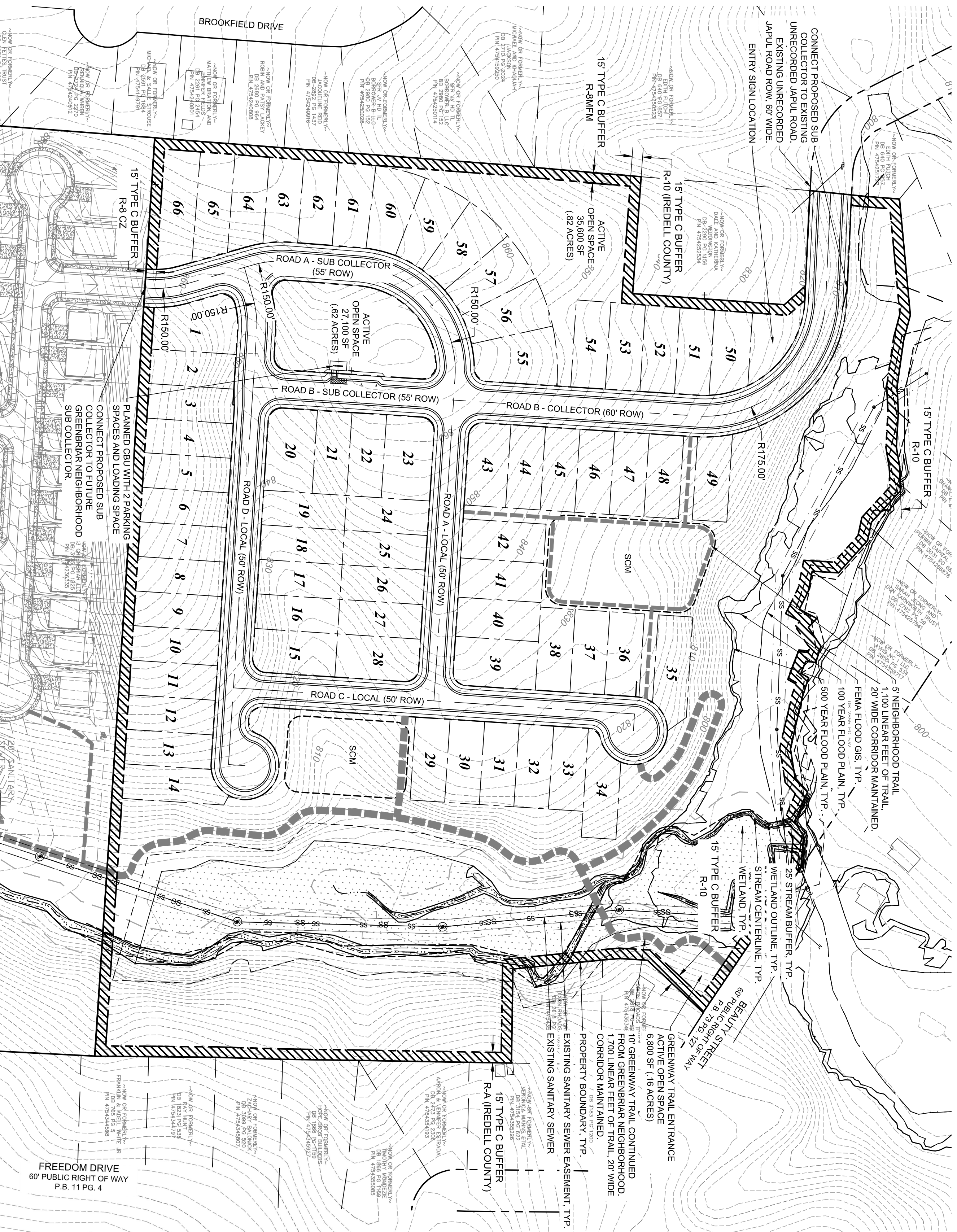
Front:	25'
Side Yard:	5'
Corner Lot Side Yard:	15' (25' Perpendicular Rear Lot)
Rear Yard:	25'

Open Space Requirements:

Active Open Space Required:	2.84 ac
(10% of Site Area)	
Active Open Space Provided:	2.87 ac
Common Open Space Provided:	5.71 ac
Total Open Space Provided:	12.58 ac

Re zoning Conditions

- The development will include a maximum of 70 single family detached homes. A reduction in units up to 10% may occur due to engineering studies other than those shown on this plan. The remaining units shall be provided at the northern entrance of Japul Road.
- A minimum of two (2) building materials will be utilized on the front of the homes.
- The homeowner's associations will maintain all common areas and SCM ponds. A security camera will be provided at the northern entrance of Japul Road that will be installed and maintained by others.
- A twenty (20) foot easement will be provided for the ten (10) foot wide paved greenway trail. Greenway to be constructed as part of Phase 1 or if development is not phased prior to approval of final plat recordation.
- A roadway connection will be provided to the existing stub on the north side of the adjacent Greenbrier Ridge subdivision.



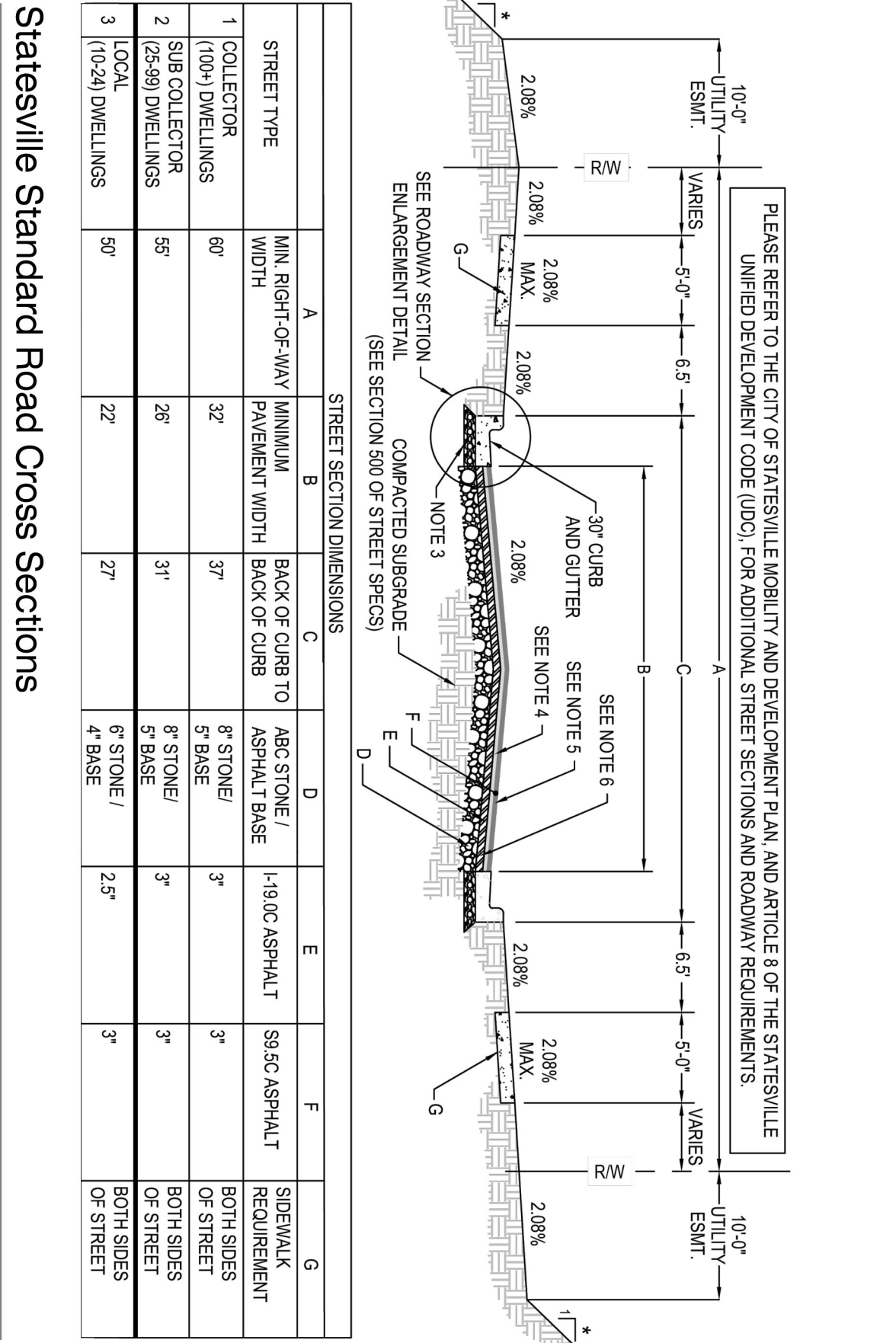
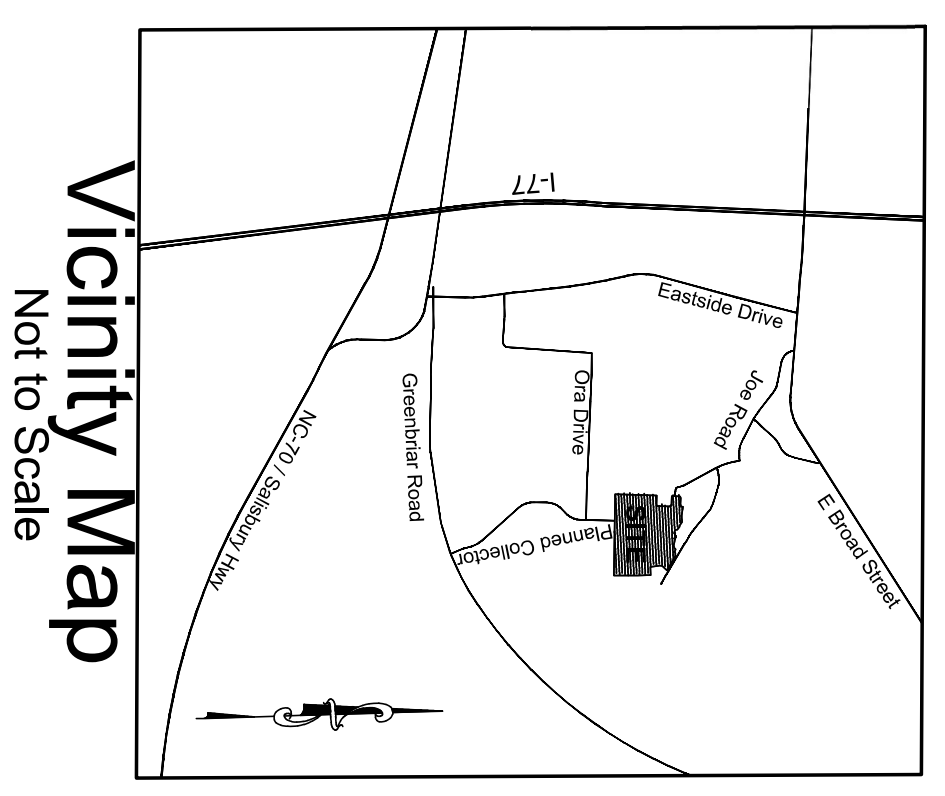
PRELIMINARY

NOT FOR PERMITTING OR CONSTRUCTION

I, [Printed Name], applicant, agree to adhere to the above conditions please on recording case #ZC 202 as adopted by City Council on the day of 202.

Applicant (Signature) _____ Date _____

Parcel #	Area (SF)	Parcel #	Area (SF)	Parcel #	Area (SF)
1	8818	23	8314	45	6000
2	6125	24	6000	46	6000
3	6193	25	6000	47	6000
4	6250	26	6000	48	6000
5	6250	27	6000	49	6125
6	6250	28	7414	50	6401
7	6250	29	6000	51	6217
8	6250	30	6000	52	6242
9	6250	31	6000	53	6282
10	6250	32	6000	54	6282
11	6250	33	6000	55	8345
12	6250	34	7057	56	7037
13	6259	35	7492	57	7037
14	7139	36	6000	58	7037
15	7414	37	6000	59	7037
16	6000	38	6000	60	7037
17	6000	39	8314	61	6173
18	6000	40	6800	62	5988
19	6000	41	6800	63	6058
20	8314	42	6800	64	6627
21	6000	43	7114	65	7541
22	6000	44	6000	66	8615



Statesville Standard Road Cross Sections

STREET TYPE	A	B	C	D	E	F	G
1 COLLECTOR	MIN. RIGHT-OF-WAY WIDTH	MINIMUM PAVEMENT WIDTH	BACK OF CURB TO BACK OF CURB	8" STONE / ASPHALT BASE	1-1.80C ASPHALT	8.50C ASPHALT	SIDEWALK REQUIREMENT
2 SIDE COLLECTOR	60'	32'	37'	8" STONE / 5" BASE	3"	3"	BOTH SIDES OF STREET
3 LOCAL DWELLINGS	50'	26'	31'	8" STONE / 5" BASE / 4" BASE	3"	3"	BOTH SIDES OF STREET

Scale: 1" = 100'

Harmony Vista
Statesville, NC

PRELIMINARY NOT FOR PERMITTING OR CONSTRUCTION

Conditional Rezoning Concept Plan

301 S. MCDOWELL STREET
SUITE 900
CHARLOTTE, NC 28204 F-3098
PHONE: (704) 595-6500

PREPARED FOR:
Harmony Investing LLC
3225 Meador Dr., Suite 100
Las Vegas, NV 89121

DESIGN BY: Dxxxxx MADDY
DRAWN BY: Dxxxxx MADDY
CHECKED BY: Cxxxxx MADDY
APPROVED BY: Axxxxx MADDY

PROJECT/FACILITY #
MUNICIPAL: JobNumber
ORIGINAL DATE: 9/25/2025

SHEET **1**



To: City Council

From: Matthew Kirkendall, Senior Planner

Date: March 2, 2026

Subject: Rezoning

Case: ZC25-15 Japul Road (Harmony Vistas Subdivision)

Address: Properties located at the end of Japul Road and along Beauty Street

Option 1: Approve with Connection (Staff Recommendation)

The zoning amendment is hereby **approved** with the agreed upon conditions **including a road connection to Japul Rd.** The residential request is consistent with the City's comprehensive land use plan. Furthermore, the action is reasonable and in the public interest because the connection provides a second point of access for the neighborhood allowing quicker response times by emergency vehicles and convenient daily service routes; such as school buses and postal carriers.

Option 2: Approve without Connection (Planning Board Recommendation)

The zoning amendment is hereby **approved** with the agreed upon conditions **including no road connection to Japul Rd.** The residential request is consistent with the City's comprehensive land use plan. Furthermore, the action is reasonable and in the public interest as the adjacent neighborhood is in opposition of such connection and the Unified Development Code and Fire Code do not require a second roadway connection.

Option 3: Deny

The zoning amendment is hereby **denied**, although the residential use is consistent with the City's future land use designation. The denial is appropriate because the development is not reasonable, nor in the public interest, due to unanswered questions regarding the maintenance and ownership of Japul Rd. Additionally, the roads within Greenbriar Ridge have not been accepted by the City, which may result in this development having no legal public access.

Date: _____
Doug Hendrix, Mayor

Date: _____
Matthew Kirkendall, Senior Planner

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTY FROM R-10 (URBAN LOW-DENSITY SINGLE-FAMILY) ZONING DISTRICT TO R-8 CZ (MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL) CONDITIONAL ZONING DISTRICT.

**ZC25-15 Japul Road Harmony Vistas Subdivision
Japul Road and Beauty Street, Statesville, NC
Iredell County Tax Map Parcel #'s 4754-25-4679 and 4754-35-2055**

WHEREAS, A NOTICE TO THE GENERAL PUBLIC AND PARTICULARLY THE CITIZENS OF THE CITY OF STATESVILLE'S PLANNING JURISDICTION WAS DULY GIVEN, notifying them of a public hearing to be held on March 2, 2026 at 6:00 p.m. in the Council Chambers at City Hall, 227 South Center Street, Statesville, North Carolina, for the purpose of considering a proposed ordinance to change the zoning classification of the after described property from R-10 (Urban Low-Density Single Family) Zoning District to R-8 CZ (Medium Density Single-Family) Conditional Zoning District; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on February 19, 2026 and 26, 2026, all in accordance with the procedure set forth in N.C.G.S. 160D-601; and

WHEREAS, said public hearing was duly held in accordance with law, and all persons present were given an opportunity to be heard on said proposed ordinance prior to any action being taken thereon by the City Council;

WHEREAS, the property is subject to the following conditions:

1. The development will include a maximum of 70 single-family detached homes. A reduction in units up to 10% may occur due to engineering and/or other factors; such a decrease will be approved by staff.
2. A minimum of two (2) building materials will be utilized on the front of homes.
3. The HOA will maintain all common areas and SCM ponds
4. Police Department approved security cameras may be provided by others.
5. A 20' easement will be dedicated to the City with a 10' wide paved greenway constructed by the development. Upon completion to the City's specifications, the greenway will be maintained by the City.
6. DRAFT
 - a. (Option 1) The project shall connect to Japul Rd and shall require the unmaintained portion of Japul Rd to be upgraded by the developer to the City's street standards and turned over for public maintenance by the City of Statesville. Additionally, enhanced landscaping will be provided at the entrance from Japul Road. OR
 - b. (Option 2). The project shall not be subdivided for sale of any lots until "Verde Way" within Greenbriar Ridge subdivision is constructed and bonded for completion or constructed and accepted by the City of Statesville as a publicly maintained street. The property owner reserves the right to sell the property and construct horizontal improvements including site clearing, grading, utilities, roadways, and other horizontal infrastructure prior to Verde Way being constructed and accepted by the City. No stub will be provided to Japul Rd.
7. The Concept Plan and subsequent submittals to the City for plan review shall list the approved conditions as listed in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED, that the zoning classification of the after described

property be changed as particularly set out below, said property being more particularly described as follows:

BEGINNING at a 1/2" Iron Pipe along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common front property corner of Parcel numbers 475425534, 4754250523 and 4754254679 (herein Subject Property Tract 1), and being the **Point Of BEGINNING**;

Thence with **Subject Property Tract 1**, N 06°02'21" E, crossing said Japul Road, a distance of 78.79' to a 1" Iron Pipe located North of the Right-of-Way near a Pond, being a common property corner with Parcel 4754251727;

Thence N 04°31'37" E, 51.12' to a Computed Point within said Pond, common property corner with Parcel 4754254679;

Thence N 84°40'26" E, 168.22' to a Computed Point within said Pond and a Creek, being a common property corner with Parcel 4754254679 (herein Subject Property Tract 3)

Thence with **Subject Property Tract 3**, three (3) courses being Computed Points, as follows:

- 1) S 75°08'13" E, 36.85';
- 2) S 81°53'15" E, 68.30';
- 3) N 87°12'01" E, crossing an Existing 20' Sanitary Sewer Easement (DB 701 PG 738), a distance of 36.81', being a common property corner of said Parcel 475425467 and Lots 6 thru 10, PB 42 PG 91;

Thence with said Parcels and Creek, twenty-three (23) courses being Computed Points, as follows:

- 1) S 86°46'36" E, 50.52';
- 2) N 80°34'49" E, 30.77';
- 3) N 89°02'34" E, 32.91';
- 4) S 47°23'43" E, 61.51';
- 5) S 78°11'25" E, 26.59';
- 6) S 48°11'16" E, 62.96';
- 7) S 03°39'47" W, 38.14';
- 8) S 78°45'57" E, 29.31';
- 9) S 63°59'25" E, 29.04';
- 10) N 28°13'06" E, 28.25';
- 11) S 47°08'34" E, 17.56';
- 12) N 56°15'36" E, 32.90';
- 13) S 71°51'06" E, 24.56';
- 14) S 06°56'31" W, 14.62';
- 15) S 68°46'34" E, 18.68';
- 16) N 29°34'07" E, 12.63';
- 17) S 72°06'21" E, 29.33';
- 18) S 76°49'13" E, 76.08';
- 19) N 81°02'14" E, 42.91';
- 20) N 48°02'47" E, 27.14';
- 21) S 67°04'49" E, 47.19';
- 22) N 58°39'38" E, 24.27';
- 23) S 85°35'28" E, 45.48', located along the Southeastern Right-of-Way of Beauty Street (60' Public R/W per PB 16 PG 100, PG 73 PG 127 and PB 42 PG 92), and being a common property corner of Parcel 475425467 and Parcel 4754352055 (herein Subject Property Vacant Tract);

Thence with said **Subject Property Vacant Tract** and Right-of-Way margin, S 55°54'21" E, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 252.56' to a Rebar along the R/W margin, being a common property corner of Parcel 4754353465;

Thence three (3) courses as follows:

- 1) S 43°12'48" W, 110.00' to a Rebar;
- 2) S 03°40'33" W, 40.13' to a Rebar;
- 3) S 04°57'16" E, 25.77' to a Rebar, common corner with Parcel 4754353461;

Thence two (2) courses as follows:

- 1) S 05°45'45" E, 129.15' to a Computed Point;
- 2) S 89°07'27" E, 135.73' to a Computed Point, being a common property corner with Parcel 4754355226;

Thence S 01°00'59" W, 60.62' to a 1/2" Iron Pipe, common property corner with Parcel 4754354193;

Thence S 00°58'56" W, 160.01' to an Angle Iron, common property corner with Parcel 4754355085 and 4754345927;

Thence S 00°49'41" W, 109.55' to an Angle Iron, common property corner with Parcel 4754345807, Lot 97, PB 11 PG 4;

Thence two (2) courses with Lots 97 thru 99, PB 11 PG 4, as follows

- 1) S 01°43'40" W, 96.52' to a Rebar;
- 2) S 00°31'52" W, 174.96' to a 1/2" Iron Pipe, common property corner with Parcel 4754236335;

Thence N 86°14'01" W, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 375.97' to a 1" Iron Pipe, common property corner with Subject Property Tract 3;

Thence with **Subject Property Tract 3**, N 86°16'00" W, 781.77' to a Rebar, common property corner with Parcel 4754254679, Subject Property Tract 2;

Thence with **Subject Property Tract 2**, N 86°15'57" W, 170.42' to a 1" Iron Pipe, being a common property corner with Parcel 4754149791, Lot 35, PB 34 PG 10;

Thence six (6) courses with Lots 30 thru 35, PB 34 PG 10, as follows:

- 1) N 04°44'19" E, 27.26' to a Rebar;
- 2) N 04°18'54" E, 79.83' to a Rebar;
- 3) N 04°25'47" E, 80.40' to a Rebar;
- 4) N 04°23'20" E, 93.18' to a Rebar;
- 5) N 04°24'43" E, 104.72' to a Rebar;
- 6) N 04°19'34" E, 114.03' to a Stone;

Thence N 04°59'10" E, 204.87' to a Rebar, being a common property corner with Parcel 4754250523, 475425534 and Subject Property Tract 3;

Thence S 85°47'59" E, 169.12' to a Rebar, being a common property corner with Subject Property Tract 3;

Thence with **Subject Property Tract 3**, N 04°12'37" E, 219.61' to a Rebar along the Southern Right-of-Way of said Japul Road and an Access Easement, common property corner with Parcel 475425534 and **Subject Property Tract 1**;

Thence with **Subject Property Tract 1** and said R/W margin two (2) courses as follows:

- 1) N 41°48'50" W, 40.75' to a Rebar;
- 2) N 87°16'46" W, 137.80' to the **Point of BEGINNING**;

Having an area of 1,238,046 square feet, 28.422 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754254679, Tract 1

BEGINNING at a 1/2" Iron Pipe along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common front property corner of Parcel numbers 475425534, 4754250523 and 4754254679 (herein Subject Property Tract 1), and being the **Point Of BEGINNING**;

Thence with **Subject Property Tract 1**, N 06°02'21" E, crossing said Japul Road, a distance of 78.79' to a 1" Iron Pipe located North of the Right-of-Way near a Pond, being a common

property corner with Parcel 4754251727;

Thence N 04°31'37" E, 51.12' to a Computed Point within said Pond, common property corner with Parcel 4754254679; thence N 84°40'26" E, 168.22' to a Computed Point within said Pond and a Creek, being a common property corner with Parcel 4754254679, Tract 3;

Thence with the common line of Tract 1 and Tract 3, S 04°38'18" W, 28.82' to a Rebar;

Thence S 04°43'53" W, 153.64' to a Rebar along the Southern Right-of-Way of said Japul Road and an Access Easement, common property corner with Parcel 475425534;

Thence with Tract 1 and said R/W margin two (2) courses as follows:

- 1) N 41°48'50" W, 40.75' to a Rebar;
- 2) N 87°16'46" W, 137.80' to the **Point of BEGINNING**;

Having an area of 23,946 square feet, 0.55 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754254679, Tract 2

BEGINNING at a 1/2" Iron Pipe along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common front property corner of Parcel numbers 475425534, 4754250523 and 4754254679, Tract 1);

Thence with Tract 1 and said R/W margin two (2) courses as follows:

- 1) S 87°16'46" E, 137.80' to a Rebar
- 2) S 41°48'50" E, 40.75' to a Rebar, being a common property corner with Parcel 4754254679, Tract 3;

Thence S 04°12'37" W, 219.61' to a Rebar, common property corner with Parcel 4754254679, (herein Subject Property Tract 2), and being the **Point Of BEGINNING**;

Thence with **Subject Property Tract 2** and the common line of Tract 3, S 04°27'40" W, 702.89' to a Rebar, common property corner with Parcel 4754236335;

N 86°15'57" W, 170.42' to a 1" Iron Pipe, being a common property corner with Parcel 4754149791, Lot 35, PB 34 PG 10;

Thence six (6) courses with Lots 30 thru 35, PB 34 PG 10, as follows:

- 1) N 04°44'19" E, 27.26' to a Rebar;
- 2) N 04°18'54" E, 79.83' to a Rebar;
- 3) N 04°25'47" E, 80.40' to a Rebar;
- 4) N 04°23'20" E, 93.18' to a Rebar;
- 5) N 04°24'43" E, 104.72' to a Rebar;
- 6) N 04°19'34" E, 114.03' to a Stone;

Thence N 04°59'10" E, 204.87' to a Rebar, being a common property corner with Parcel 4754250523 and 475425534;

Thence S 85°47'59" E, 169.12' to the **Point of BEGINNING**;

Having an area of 119,925 square feet, 2.75 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754342055, Vacant Tract

BEGINNING at a Rebar along the Southeastern Right-of-Way of Beauty Street (60' Public R/W per PB 16 PG 100, PG 73 PG 127 and PB 42 PG 92), and being a common property corner of Parcel 4754353465 and Parcel 4754352055 (herein Subject Property Vacant Tract), and being the **Point Of BEGINNING**;

Thence with said **Subject Property Vacant Tract** and Right-of-Way margin, three (3) courses as follows:

- 1) S 43°12'48" W, 110.00' to a Rebar;
- 2) S 03°40'33" W, 40.13' to a Rebar;
- 3) S 04°57'16" E, 25.77' to a Rebar, common corner with Parcel 4754353461;

Thence two (2) courses as follows:

- 1) S 05°45'45" E, 129.15' to a Computed Point;
- 2) S 89°07'27" E, 135.73' to a Computed Point, being a common property corner with Parcel 4754355226;

Thence S 01°00'59" W, 60.62' to a 1/2" Iron Pipe, common property corner with Parcel 4754354193;

Thence S 00°58'56" W, 160.01' to an Angle Iron, common property corner with Parcel 4754355085 and 4754345927;

Thence S 00°49'41" W, 109.55' to an Angle Iron, common property corner with Parcel 4754345807, Lot 97, PB 11 PG 4;

Thence two (2) courses with Lots 97 thru 99, PB 11 PG 4, as follows

- 1) S 01°43'40" W, 96.52' to a Rebar;
- 2) S 00°31'52" W, 174.96' to a 1/2" Iron Pipe, common property corner with Parcel 4754236335;

Thence, N 86°14'01" W, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 375.97' to a 1" Iron Pipe, common property corner with Parcel Tract 3;

Thence with Parcel 4754254679, Tract 3, four (4) courses as follows:

- 1) N 08°35'05" E, 808.76' to a Rebar
- 2) Thence N 14°21'07" W, 58.19' to a Rebar;
- 3) Thence N 01°29'51" W, 118.69' to a Rebar;
- 4) Thence N 00°45'51" W, 20.20' to a Computed Point along the Right-of-Way margin of said Beauty Street;

Thence with said Right-of-Way margin, S 55°54'21" E, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 252.56' to the **Point of BEGINNING**;

Having an area of 253,384 square feet, 5.82 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754254679, Tract 3

BEGINNING at a Rebar along the Southeastern Right-of-Way of Beauty Street (60' Public R/W per PB 16 PG 100, PG 73 PG 127 and PB 42 PG 92), and being a common property corner of Parcel 4754353465 and Parcel 4754352055, Vacant Tract;

Thence with said Right-of-Way margin, N 55°54'21" W, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 252.56' to a Computed Point, being the common property corner of said Vacant Tract and Parcel 4754254679, Tract 3, (herein Subject Property Tract 3), and being the **Point of BEGINNING**;

Thence with said common line of **Subject Property Tract 3** and Vacant Tract, four (4) courses as follows:

- 1) S 00°45'51" E, 20.20' to a Rebar;
- 2) S 01°29'51" E, 118.69' to a Rebar;
- 3) S 14°21'07" E, 58.19' to a Rebar;
- 4) S 08°35'05" W, 808.76' to a 1" Iron Pipe, common property corner with Parcel 4754236335;

Thence N 86°16'00" W, 781.77' to a Rebar, common property corner with Parcel 4754254679, Tract 2;

Thence with said common line, N 04°27'40" E, 702.89' to a Rebar, common property corner with Parcel 475425534;

Thence N 04°12'37" E, 219.61' to a Rebar along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common property corner of Parcel numbers 475425534 and 4754254679, Tract 1);

Thence with the common line of Tract 1 and Tract 3, N 04°43'53" E, 153.64' to a Rebar

Thence N 04°38'18" E, 28.82' to a Computed Point between a Pond and a Creek, and being a common property corner with Parcel 475425855,

Thence three (3) courses being Computed Points, as follows:

- 1) S 75°08'13" E, 36.85';
- 2) S 81°53'15" E, 68.30';
- 3) N 87°12'01" E, crossing an Existing 20' Sanitary Sewer Easement (DB 701 PG 738), a distance of 36.81', being a common property corner with said Parcel 475425467 and Lots 6 thru 10, PB 42 PG 91;

Thence with said Parcels and Creek, twenty-three (23) courses being Computed Points, as follows:

- 1) S 86°46'36" E, 50.52';
- 2) N 80°34'49" E, 30.77';
- 3) N 89°02'34" E, 32.91';
- 4) S 47°23'43" E, 61.51';
- 5) S 78°11'25" E, 26.59';
- 6) S 48°11'16" E, 62.96';
- 7) S 03°39'47" W, 38.14';
- 8) S 78°45'57" E, 29.31';
- 9) S 63°59'25" E, 29.04';
- 10) N 28°13'06" E, 28.25';
- 11) S 47°08'34" E, 17.56';
- 12) N 56°15'36" E, 32.90';
- 13) S 71°51'06" E, 24.56';
- 14) S 06°56'31" W, 14.62';
- 15) S 68°46'34" E, 18.68';
- 16) N 29°34'07" E, 12.63';
- 17) S 72°06'21" E, 29.33';
- 18) S 76°49'13" E, 76.08';
- 19) N 81°02'14" E, 42.91';
- 20) N 48°02'47" E, 27.14';
- 21) S 67°04'49" E, 47.19';
- 22) N 58°39'38" E, 24.27';
- 23) S 85°35'28" E, 45.48' to the **Point Of BEGINNING**;

Having an area of 840,792 square feet, 19.30 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

This ordinance was introduced for first reading by Councilmember _____, seconded by Councilmember _____, and unanimously carried on the 2nd day of March 2026.

Ayes:

Nayes:

The second and final reading of this ordinance was heard on the 16th day of March 2026 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

Ayes:

Nayes:

This ordinance is to be in full force and effect from and after the 16th day of March, 2026.

CITY OF STATESVILLE

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matt Kirkendall, Senior Planner
DATE: 3/5/2026 7:48 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a continued public hearing and consider passing the first reading of an ordinance to annex AX26-01: Japul Road (Harmony Vistas), filed by Mr. Mark Misericchi of Harmony Investing LLC, for approximately 28.42 acres located at the end of Japul Road.

1. Summary of Information:

The property is approximately 28.42 acres located at the end of Japul Road and along Beauty Street. The applicant is requesting the annexation of the properties concurrently with a conditional rezoning request to build a new subdivision with up to 70 single-family homes.

- **Ward:** The site is adjacent to voting Ward 1. The infill site is contiguous to the primary corporate limits to the north (Jan Joy Acres subdivision), to the west (John L Hope subdivision), and south (Greenbriar subdivision).
- **Planning:** The site is currently in the City's extraterritorial zoning jurisdiction (ETJ). The 2045 Land Development Plan shows the property to be in an area suitable for Complete Neighborhood 2 Character Intent which includes single-family residential uses. This is within the Tier 1 Growth Area, indicating it is appropriate for infill development. However, Planning Staff has some concerns regarding legal access to the property.
- **Fire:** The site is within a 4-minute response from Station 3, and there are no concerns from fire.
- **Police:** No concerns at this time, additional staffing will be requested as population rises.
- **Water/Sewer:** Expect no issues with water or sewer. Eight-inch waterline in Beauty Street. Existing 8-in sewer to east is also used by new Greenbriar Ridge development. Allowed sewer capacity in reach is approximately 487 kgal/d, or approximately 1,300 houses (this development would bring use to about 15% capacity [10 existing parcels +/- plus 121 units from Greenbriar Ridge plus 70 units from Japul Road]).
- **Electricity:** The site is in Statesville's Public Power exclusive territory and can be served.
- **Stormwater:** The site has floodplain on the property, post-construction stormwater controls will be required.

2. Previous Council or Relevant Actions:

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning (ZC25-15) on March 16, 2026.

The City Council opened the public hearing at the March 2, 2026 meeting and postponed it to the March 16, 2026 meeting.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

These parcels are in the Tier 1 Growth Area of the 2045 Land Development Plan.

4. Budget/Funding Implications:

The current tax value of the parcels is \$177,960 and the estimated value at full buildout is to be determined.

5. Consequences for Not Acting:

The property owner(s) may explore by right development option(s).

6. Department Recommendation:

The site meets the statutory requirements for contiguous annexation.

7. Manager Comments:

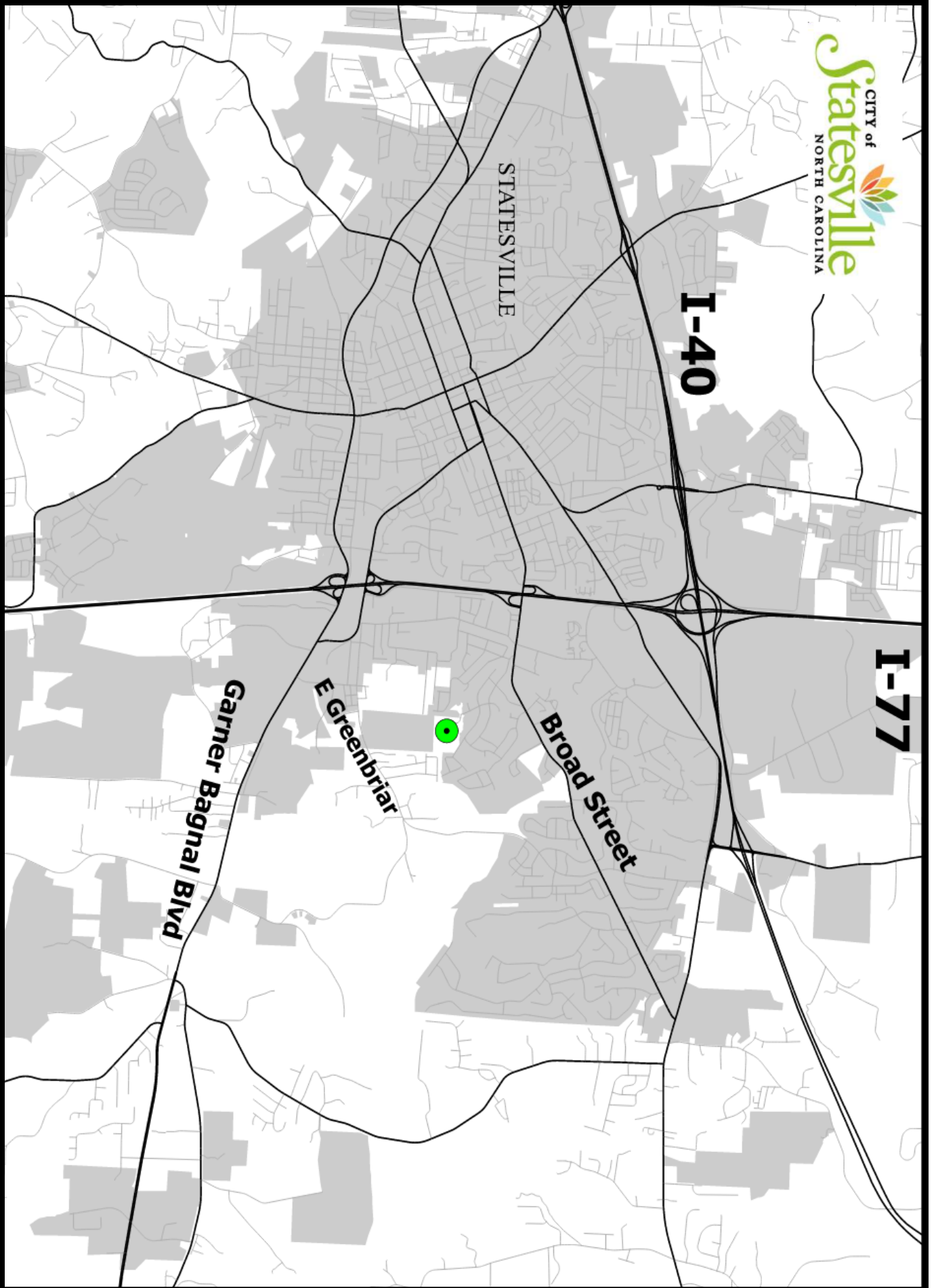
Recommend moving forward with the annexation process.

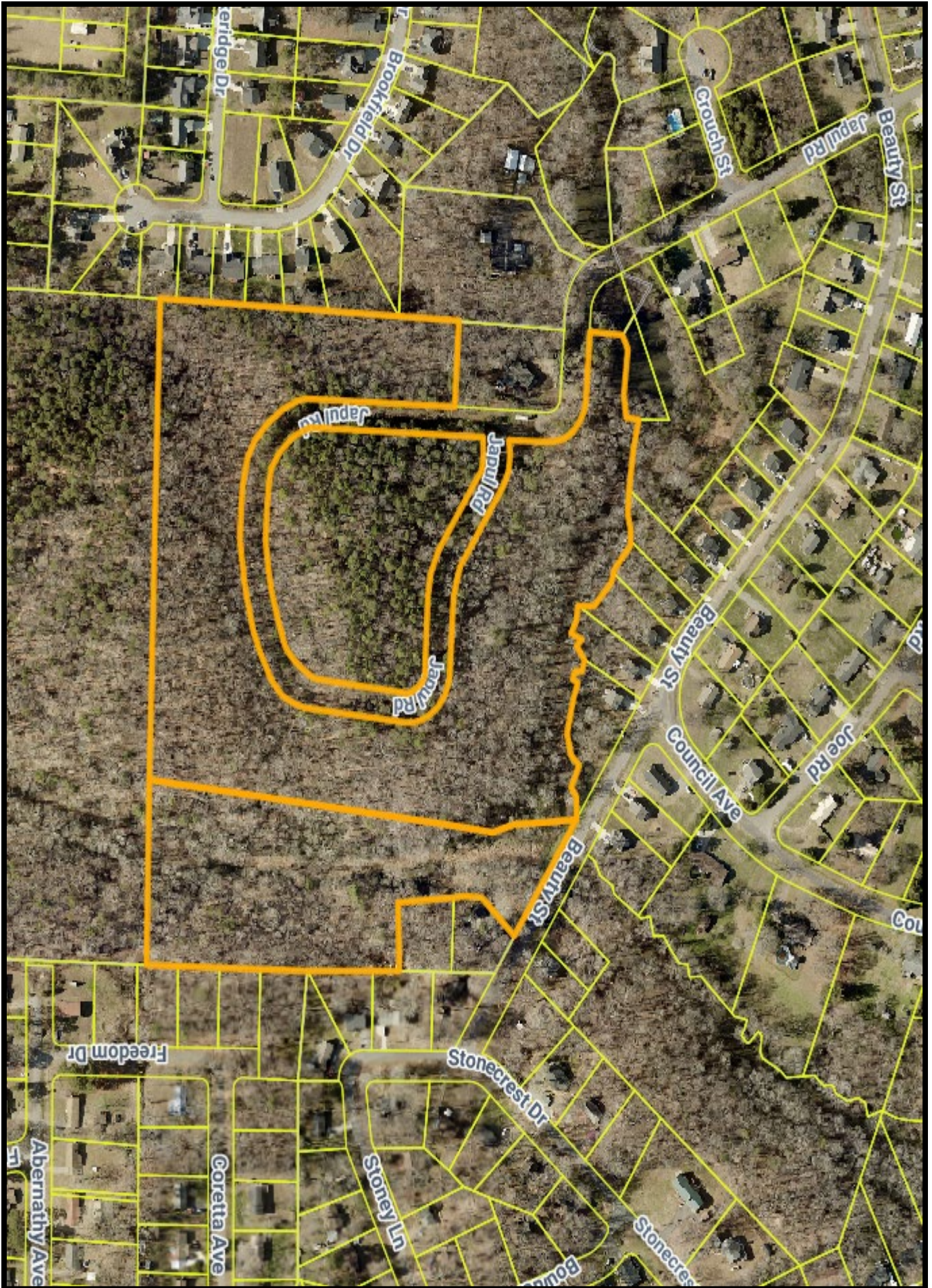
8. Next Steps:

If approved, the second reading will be April 13, 2026.

9. Attachments:

1. Packet Maps AX25-11 Japul Road (Harmony Vistas)
2. Election Ward and Fire Map AX26-01 Japul with Stars
3. Ordinance Annexation AX26-01 Japul Road (Harmony Vistas)



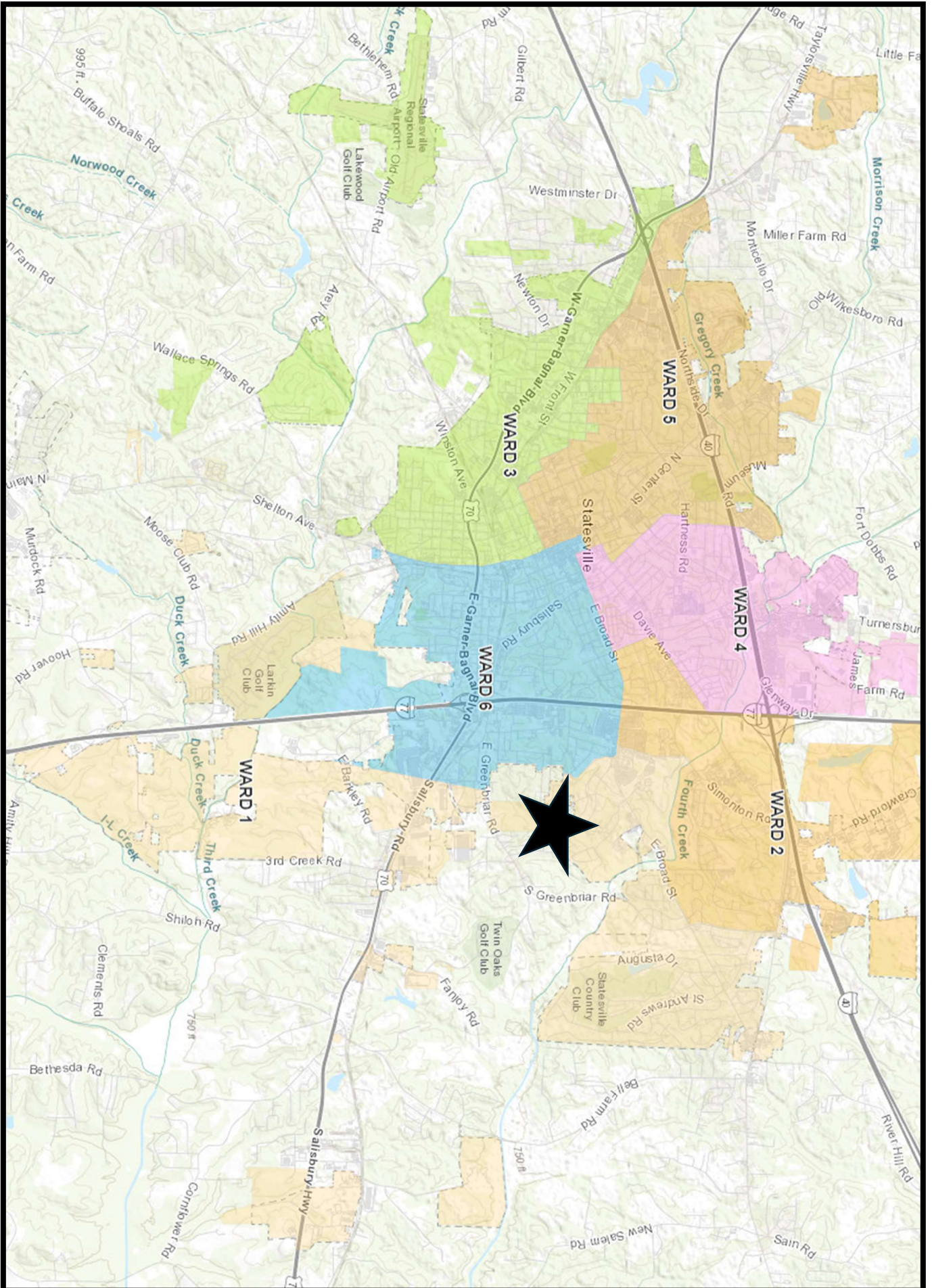


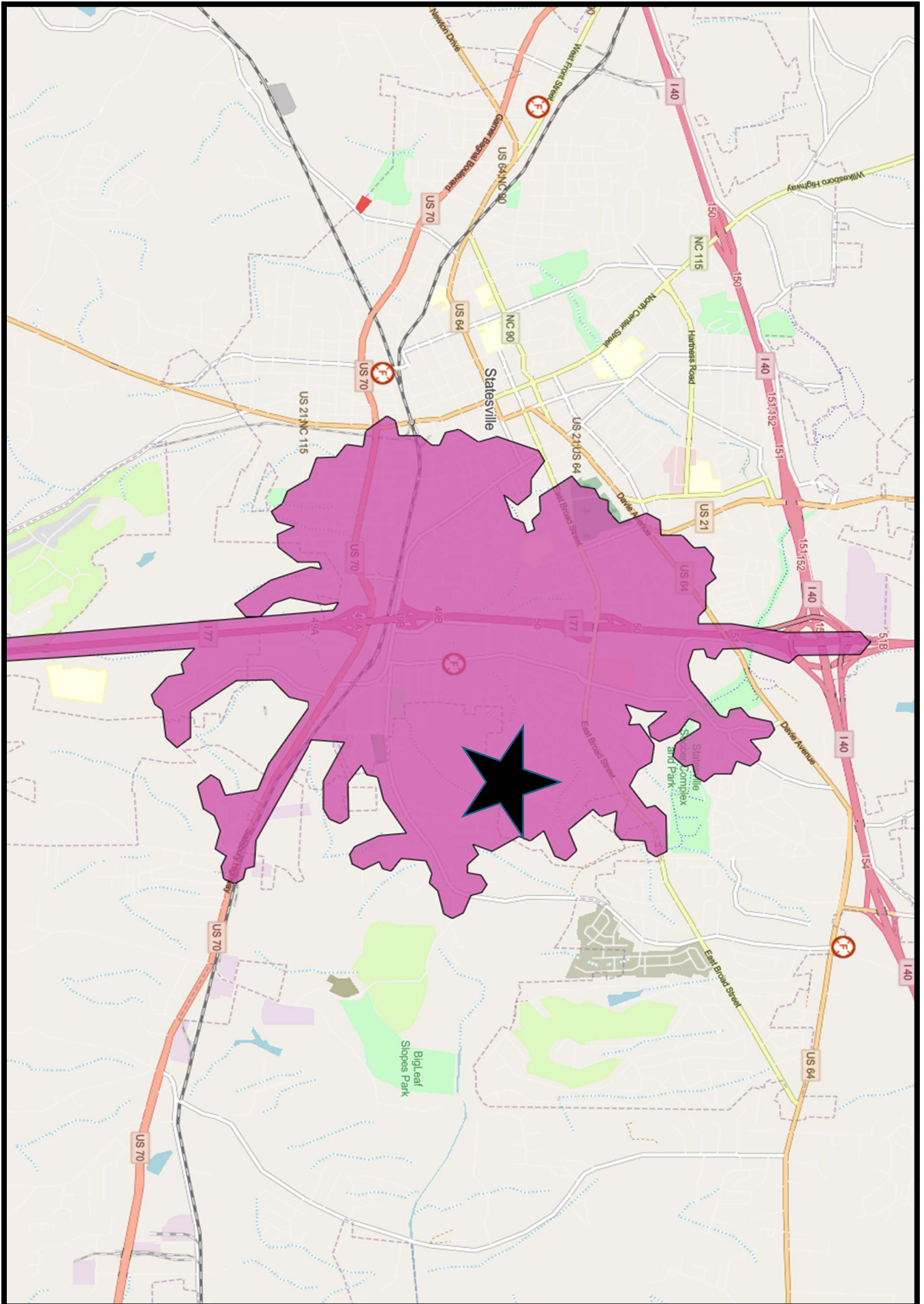


Site Photo – AX25-11 Harmony Vistas – View from current end of Japul Road



Site Photo – AX25-11 Harmony Vistas – View from Beauty Street





SFD Four Minute Response Time Station 3 AX26-01 Japut Road

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF STATESVILLE, NORTH CAROLINA

**Case No. AX26-01 Japul Road (Harmony Vistas) Subdivision
Parcel #'s 4754-25-4679 and 4754-35-2055**

WHEREAS, the Statesville City Council has petitioned under G.S. 160A-31, to annex the area described below; and

WHEREAS, the Statesville City Council has by resolution directed the Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 16th day of February 2026 after due notice by publication on the 19th day of March 2026; and

WHEREAS, the Statesville City Council finds that the petition meets the requirements of G.S. 160A-31:

WHEREAS, the Statesville City Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Statesville City Council further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED BY the Statesville City Council of the City of Statesville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of March 31, 2026, at 11:59 p.m.

BEGINNING at a 1/2" Iron Pipe along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common front property corner of Parcel numbers 475425534, 4754250523 and 4754254679 (herein Subject Property Tract 1), and being the **Point Of BEGINNING**; Thence with **Subject Property Tract 1**, N 06°02'21" E, crossing said Japul Road, a distance of 78.79' to a 1" Iron Pipe located North of the Right-of-Way near a Pond, being a common property corner with Parcel 4754251727; Thence N 04°31'37" E, 51.12' to a Computed Point within said Pond, common property corner with Parcel 4754254679; Thence N 84°40'26" E, 168.22' to a Computed Point within said Pond and a Creek, being a common property corner with Parcel 4754254679 (herein Subject Property Tract 3) Thence with **Subject Property Tract 3**, three (3) courses being Computed Points, as follows:

- 1) S 75°08'13" E, 36.85';
- 2) S 81°53'15" E, 68.30';
- 3) N 87°12'01" E, crossing an Existing 20' Sanitary Sewer Easement (DB 701 PG 738), a distance of 36.81', being a common property corner of said Parcel 475425467 and Lots 6 thru 10, PB 42 PG 91;

Thence with said Parcels and Creek, twenty-three (23) courses being Computed Points, as follows:

- 1) S 86°46'36" E, 50.52';
- 2) N 80°34'49" E, 30.77';
- 3) N 89°02'34" E, 32.91';
- 4) S 47°23'43" E, 61.51';
- 5) S 78°11'25" E, 26.59';
- 6) S 48°11'16" E, 62.96';
- 7) S 03°39'47" W, 38.14';
- 8) S 78°45'57" E, 29.31';
- 9) S 63°59'25" E, 29.04';
- 10) N 28°13'06" E, 28.25';
- 11) S 47°08'34" E, 17.56';
- 12) N 56°15'36" E, 32.90';
- 13) S 71°51'06" E, 24.56';
- 14) S 06°56'31" W, 14.62';
- 15) S 68°46'34" E, 18.68';
- 16) N 29°34'07" E, 12.63';
- 17) S 72°06'21" E, 29.33';
- 18) S 76°49'13" E, 76.08';
- 19) N 81°02'14" E, 42.91';
- 20) N 48°02'47" E, 27.14';
- 21) S 67°04'49" E, 47.19';
- 22) N 58°39'38" E, 24.27';
- 23) S 85°35'28" E, 45.48', located along the Southeastern Right-of-Way of Beauty Street (60' Public R/W per PB 16 PG 100, PG 73 PG 127 and PB 42 PG 92), and being a common property corner of Parcel 475425467 and Parcel 4754352055 (herein Subject Property Vacant Tract);

Thence with said **Subject Property Vacant Tract** and Right-of-Way margin, S 55°54'21" E, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 252.56' to a Rebar along the R/W margin, being a common property corner of Parcel 4754353465;

Thence three (3) courses as follows:

- 1) S 43°12'48" W, 110.00' to a Rebar;
- 2) S 03°40'33" W, 40.13' to a Rebar;
- 3) S 04°57'16" E, 25.77' to a Rebar, common corner with Parcel 4754353461;

Thence two (2) courses as follows:

- 1) S 05°45'45" E, 129.15' to a Computed Point;
- 2) S 89°07'27" E, 135.73' to a Computed Point, being a common property corner with Parcel 4754355226;

Thence S 01°00'59" W, 60.62' to a 1/2" Iron Pipe, common property corner with Parcel 4754354193;

Thence S 00°58'56" W, 160.01' to an Angle Iron, common property corner with Parcel 4754355085 and 4754345927;

Thence S 00°49'41" W, 109.55' to an Angle Iron, common property corner with Parcel 4754345807, Lot 97, PB 11 PG 4;

Thence two (2) courses with Lots 97 thru 99, PB 11 PG 4, as follows

- 1) S 01°43'40" W, 96.52' to a Rebar;
- 2) S 00°31'52" W, 174.96' to a 1/2" Iron Pipe, common property corner with Parcel 4754236335;

Thence N 86°14'01" W, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 375.97' to a 1" Iron Pipe, common property corner with Subject Property Tract 3;

Thence with **Subject Property Tract 3**, N 86°16'00" W, 781.77' to a Rebar, common property corner with Parcel 4754254679, Subject Property Tract 2;

Thence with **Subject Property Tract 2**, N 86°15'57" W, 170.42' to a 1" Iron Pipe, being a common property corner with Parcel 4754149791, Lot 35, PB 34 PG 10;

Thence six (6) courses with Lots 30 thru 35, PB 34 PG 10, as follows:

- 1) N 04°44'19" E, 27.26' to a Rebar;
- 2) N 04°18'54" E, 79.83' to a Rebar;
- 3) N 04°25'47" E, 80.40' to a Rebar;
- 4) N 04°23'20" E, 93.18' to a Rebar;
- 5) N 04°24'43" E, 104.72' to a Rebar;
- 6) N 04°19'34" E, 114.03' to a Stone;

Thence N 04°59'10" E, 204.87' to a Rebar, being a common property corner with Parcel 4754250523, 475425534 and Subject Property Tract 3;

Thence S 85°47'59" E, 169.12' to a Rebar, being a common property corner with Subject Property Tract 3;

Thence with **Subject Property Tract 3**, N 04°12'37" E, 219.61' to a Rebar along the Southern Right-of-Way of said Japul Road and an Access Easement, common property corner with Parcel 475425534 and **Subject Property Tract 1**;

Thence with **Subject Property Tract 1** and said R/W margin two (2) courses as follows:

- 1) N 41°48'50" W, 40.75' to a Rebar;
- 2) N 87°16'46" W, 137.80' to the **Point of BEGINNING**;

Having an area of 1,238,046 square feet, 28.422 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754254679, Tract 1

BEGINNING at a 1/2" Iron Pipe along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common front property corner of Parcel numbers 475425534, 4754250523 and 4754254679 (herein Subject Property Tract 1), and being the **Point Of BEGINNING**; Thence with **Subject Property Tract 1**, N 06°02'21" E, crossing said Japul Road, a distance of 78.79' to a 1" Iron Pipe located North of the Right-of-Way near a Pond, being a common property corner with Parcel 4754251727;

Thence N 04°31'37" E, 51.12' to a Computed Point within said Pond, common property corner with Parcel 4754254679; thence N 84°40'26" E, 168.22' to a Computed Point within said Pond and a Creek, being a common property corner with Parcel 4754254679, Tract 3;

Thence with the common line of Tract 1 and Tract 3, S 04°38'18" W, 28.82' to a Rebar;

Thence S 04°43'53" W, 153.64' to a Rebar along the Southern Right-of-Way of said Japul Road and an Access Easement, common property corner with Parcel 475425534;

Thence with Tract 1 and said R/W margin two (2) courses as follows:

- 1) N 41°48'50" W, 40.75' to a Rebar;
- 2) N 87°16'46" W, 137.80' to the **Point of BEGINNING**;

Having an area of 23,946 square feet, 0.55 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754254679, Tract 2

BEGINNING at a 1/2" Iron Pipe along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common front property corner of Parcel numbers 475425534, 4754250523 and 4754254679, Tract 1);

Thence with Tract 1 and said R/W margin two (2) courses as follows:

- 1) S 87°16'46" E, 137.80' to a Rebar
- 2) S 41°48'50" E, 40.75' to a Rebar, being a common property corner with Parcel 4754254679, Tract 3;

Thence S 04°12'37" W, 219.61' to a Rebar, common property corner with Parcel 4754254679, (herein Subject Property Tract 2), and being the **Point Of BEGINNING**;

Thence with **Subject Property Tract 2** and the common line of Tract 3, **S** 04°27'40" W, 702.89' to a Rebar, common property corner with Parcel 4754236335;
N 86°15'57" W, 170.42' to a 1" Iron Pipe, being a common property corner with Parcel 4754149791, Lot 35, PB 34 PG 10;

Thence six (6) courses with Lots 30 thru 35, PB 34 PG 10, as follows:

- 1) N 04°44'19" E, 27.26' to a Rebar;
- 2) N 04°18'54" E, 79.83' to a Rebar;
- 3) N 04°25'47" E, 80.40' to a Rebar;
- 4) N 04°23'20" E, 93.18' to a Rebar;
- 5) N 04°24'43" E, 104.72' to a Rebar;
- 6) N 04°19'34" E, 114.03' to a Stone;

Thence N 04°59'10" E, 204.87' to a Rebar, being a common property corner with Parcel 4754250523 and 475425534;

Thence S 85°47'59" E, 169.12' to the **Point of BEGINNING**;

Having an area of 119,925 square feet, 2.75 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754342055, Vacant Tract

BEGINNING at a Rebar along the Southeastern Right-of-Way of Beauty Street (60' Public R/W per PB 16 PG 100, PG 73 PG 127 and PB 42 PG 92), and being a common property corner of Parcel 4754353465 and Parcel 4754352055 (herein Subject Property Vacant Tract), and being the **Point Of BEGINNING**;

Thence with said **Subject Property Vacant Tract** and Right-of-Way margin, three (3) courses as follows:

- 1) S 43°12'48" W, 110.00' to a Rebar;
- 2) S 03°40'33" W, 40.13' to a Rebar;
- 3) S 04°57'16" E, 25.77' to a Rebar, common corner with Parcel 4754353461;

Thence two (2) courses as follows:

- 1) S 05°45'45" E, 129.15' to a Computed Point;
- 2) S 89°07'27" E, 135.73' to a Computed Point, being a common property corner with Parcel 4754355226;

Thence S 01°00'59" W, 60.62' to a 1/2" Iron Pipe, common property corner with Parcel 4754354193;

Thence S 00°58'56" W, 160.01' to an Angle Iron, common property corner with Parcel 4754355085 and 4754345927;

Thence S 00°49'41" W, 109.55' to an Angle Iron, common property corner with Parcel 4754345807, Lot 97, PB 11 PG 4;

Thence two (2) courses with Lots 97 thru 99, PB 11 PG 4, as follows

- 1) S 01°43'40" W, 96.52' to a Rebar;
- 2) S 00°31'52" W, 174.96' to a 1/2" Iron Pipe, common property corner with Parcel 4754236335;

Thence, N 86°14'01" W, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 375.97' to a 1" Iron Pipe, common property corner with Parcel Tract 3;

Thence with Parcel 4754254679, Tract 3, four (4) courses as follows:

- 1) N 08°35'05" E, 808.76' to a Rebar
- 2) Thence N 14°21'07" W, 58.19' to a Rebar;
- 3) Thence N 01°29'51" W, 118.69' to a Rebar;
- 4) Thence N 00°45'51" W, 20.20' to a Computed Point along the Right-of-Way margin of said Beauty Street;

Thence with said Right-of-Way margin, S 55°54'21" E, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 252.56' to the **Point of BEGINNING**;

Having an area of 253,384 square feet, 5.82 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Parcel # 4754254679, Tract 3

BEGINNING at a Rebar along the Southeastern Right-of-Way of Beauty Street (60' Public R/W per PB 16 PG 100, PG 73 PG 127 and PB 42 PG 92), and being a common property corner of Parcel 4754353465 and Parcel 4754352055, Vacant Tract;

Thence with said Right-of-Way margin, N 55°54'21" W, crossing said Existing 20' Sanitary Sewer Easement, for a distance of 252.56' to a Computed Point, being the common property corner of said Vacant Tract and Parcel 4754254679, Tract 3, (herein Subject Property Tract 3), and being the **Point of BEGINNING**;

Thence with said common line of **Subject Property Tract 3** and Vacant Tract, four (4) courses as follows:

- 1) S 00°45'51" E, 20.20' to a Rebar;
- 2) S 01°29'51" E, 118.69' to a Rebar;
- 3) S 14°21'07" E, 58.19' to a Rebar;
- 4) S 08°35'05" W, 808.76' to a 1" Iron Pipe, common property corner with Parcel 4754236335;

Thence N 86°16'00" W, 781.77' to a Rebar, common property corner with Parcel 4754254679, Tract 2;

Thence with said common line, N 04°27'40" E, 702.89' to a Rebar, common property corner with Parcel 475425534;

Thence N 04°12'37" E, 219.61' to a Rebar along the Southern Right-of-Way margin of Japul Road (60' Public R/W per PB 6 PG 75, PB 13 PG 55, DB 640 PG 857), and an Access Easement (DB 671 PG 232), being the common property corner of Parcel numbers 475425534 and 4754254679, Tract 1);

Thence with the common line of Tract 1 and Tract 3, N 04°43'53" E, 153.64' to a Rebar

Thence N 04°38'18" E, 28.82' to a Computed Point between a Pond and a Creek, and being a common property corner with Parcel 475425855,

Thence three (3) courses being Computed Points, as follows:

- 1) S 75°08'13" E, 36.85';
- 2) S 81°53'15" E, 68.30';
- 3) N 87°12'01" E, crossing an Existing 20' Sanitary Sewer Easement (DB 701 PG 738), a distance of 36.81', being a common property corner with said Parcel 475425467 and Lots 6 thru 10, PB 42 PG 91;

Thence with said Parcels and Creek, twenty-three (23) courses being Computed Points, as follows:

- 1) S 86°46'36" E, 50.52';
- 2) N 80°34'49" E, 30.77';
- 3) N 89°02'34" E, 32.91';
- 4) S 47°23'43" E, 61.51';
- 5) S 78°11'25" E, 26.59';
- 6) S 48°11'16" E, 62.96';
- 7) S 03°39'47" W, 38.14';
- 8) S 78°45'57" E, 29.31';
- 9) S 63°59'25" E, 29.04';
- 10) N 28°13'06" E, 28.25';
- 11) S 47°08'34" E, 17.56';
- 12) N 56°15'36" E, 32.90';
- 13) S 71°51'06" E, 24.56';
- 14) S 06°56'31" W, 14.62';
- 15) S 68°46'34" E, 18.68';
- 16) N 29°34'07" E, 12.63';
- 17) S 72°06'21" E, 29.33';
- 18) S 76°49'13" E, 76.08';

- 19) N 81°02'14" E, 42.91';
- 20) N 48°02'47" E, 27.14';
- 21) S 67°04'49" E, 47.19';
- 22) N 58°39'38" E, 24.27';
- 23) S 85°35'28" E, 45.48' to the **Point Of BEGINNING**;

Having an area of 840,792 square feet, 19.30 Acres, more or less, as shown on a survey by Metrolina Land Surveying, Inc., dated 6/20/25.

Section 2. Upon and after March 31, 2026, at 11:59 p.m., the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

Section 3. The Mayor of the City of Statesville shall cause to be recorded in the office of the Register of Deeds of Iredell County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Iredell County Board of Elections, as required by G.S. 163-288.1.

The Ordinance was introduced by a first reading by Councilmember _____, seconded by Councilmember _____, and carried on the 2nd day of March, 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 16th day of March 2026 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 31st day of March 2026 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Lesley Marion, Code Compliance Supervisor/ Minimum Housing Inspector

DATE: 3/5/2026 8:07 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing regarding the dilapidated dwelling located at 319 Monroe Street and consider approving the first reading of an ordinance as a summary ejection vacating and closing both dwelling and accessory structure as unfit for human habitation.

1. Summary of Information:

The dwelling is owned by BESSIE L HUGHES. The electricity was disconnected in 2014; however, the city has received complaints from neighbors that the dwelling has been occupied since 2008 without electricity, water, or plumbing services. The front porch roof has been noted to have collapsed in 2019. Additionally, the front portion of the roof was damaged in 2022 by a large tree limb, leaving the dwelling exposed to all elements for over a year. The back portion of the roof, including the flat roof, has significant damage, contributing to the east side of the house being structurally compromised. The interior is not accessible for safe inspection. Currently, the resident allegedly lives in the metal accessory building in the backyard because the dwelling is not accessible. The tax value of the dwelling is \$29,390.

The estimated costs to attempt to repair the structure are greater than \$26,500.

- The estimate includes a roof replacement of approximately \$12,000 (shingles, rafters, and sheathing).
- Water leaks to the exterior wall will cost approximately \$6,500 (not to include the interior damage).
- Two leaning chimneys will cost approximately \$8,000.
- The interior has been exposed to outside elements for years; the damage is undetermined.
- The electrical and plumbing costs are unknown (unsafe to enter).

The cost to restore services is \$ 5,649.61. The structure is unfit for human habitation, the cost of repairs exceeds the 50% requirement, and is, therefore, eligible for demolition.

2. Previous Council or Relevant Actions:

This house appeared on the 159 minimum housing violation inventory list in 2020 because of exterior violations. The roof, exterior wall, and reports of a resident living on the property with no utilities. The owner received a final notice 2/23/26 of a civil citation due to failure to comply with the minimum housing order. 2023. Staff reported the condition to Iredell County Adult Services.

In 2025, Staff reported condition to Iredell County EMS (Community Paramedic) and assistance was refused by residents. Staff reported the condition of residents to 5th Street Ministry, whose efforts were refused. Staff contacted Statesville Housing Authority and Social Services TCLI for housing assistance. Staff has administered the Iredell County Building standards, whose view is that the property appears to have several conditions that would constitute minimum housing violations. The primary structural components appear to remain intact from an exterior evaluation.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: Promote the development of a range of housing types throughout our community and housing stability for residents.

Strategic Plan Values: N/A

4. Budget/Funding Implications:

There are no liens or back taxes owed.

5. Consequences for Not Acting:

This dwelling will continue to deteriorate and will ultimately collapse.

6. Department Recommendation:

Staff's recommendation is to approve civil action, a summary ejectment to remove such occupant; vacating and closing the dwelling and any accessory buildings located at 319 Monroe Street.

7. Manager Comments:

Staff has done everything they can to communicate with the occupant and provide assistance. However, the occupant has resisted. The building is a safety hazard and needs to be demolished. I would recommend we move forward with this request.

8. Next Steps:

If approved, second reading will be on April 13, 2026. If the second reading is approved there will be a bid out for contracted services. No liens or taxes are owed except \$100 for mowing. However, if the contract services costs are not paid by owner, city can foreclose.

9. Attachments:

1. Site Photos

2. Condemnation Ord

3. Map



South front face of 319 Monroe Street



South front face of 319 Monroe Street



Eastside wall of 319 Monroe St



Eastside and rear roof of 319 Monroe St



Front face porch missing roof of 319 Monroe St



Westside wall of 319 Monroe St



Accessory building of 319 Monroe St



Back door/porch of 319 Monroe St



Eastside chimney of 319 Monroe St



Westside chimney of 319 Monroe St

ORDINANCE NO. _____

AN ORDINANCE DIRECTING THE PLANNING DIRECTOR A SUMMARY EJECTMENT TO REMOVE SUCH OCCUPANT; VACATING AND CLOSING THE DWELLING AND ANY ACCESSORY BUILDING LOCATED AT 319 MONROE STREET STATESVILLE, NORTH CAROLINA AS UNFIT FOR HUMAN HABITATION.

WHEREAS, the City Council of the City of Statesville finds that the house and all accessory buildings located at 319 Monroe Street, Statesville, North Carolina, is unfit for human habitation under the Statesville Minimum Housing Code, and that all of the provisions of the minimum housing code have been complied with by the Ordinance Enforcement Inspector as a condition of the adoption of this ordinance; and

WHEREAS, the repair, alteration, or improvement of said dwelling can be made only at a cost exceeding 50% of the value of dwelling, and accordingly, said dwelling should be vacated, secured or demolished as directed by the Ordinance Enforcement Inspector; and

WHEREAS, the owner of said dwelling Bessie L Hughes C/O Theresa D Smith has been given a reasonable opportunity to repair the dwelling to the standards of the North Carolina Building Code and Statesville City Code or to vacated, secured or demolish said dwelling pursuant to an order issued by the Ordinance Enforcement Inspector on **September 9th, 2025** to vacated, secured or demolish said building by **January 20th, 2026** and the owner and parties in interest having failed to comply with the order or to make sufficient repairs to bring said dwelling to the standards of the minimum housing code; and

WHEREAS, a notice to the general public was duly given notifying them of a public hearing to be held by the City Council on **March 16th, 2026**, regarding said order for vacate, board and secure said notice having been published in the Statesville Record & Landmark, a newspaper having a general circulation in this area on **March 5th, 2026** and **March 12th, 2026**, all in accordance with G.S. 160A-364,448; and

WHEREAS, said public hearing was held on **March 16th, 2026**, and all persons present were given an opportunity to be heard on said proposed ordinance prior to any action being taken by the City Council thereon; and

WHEREAS, the said dwelling was posted, notifying the owner, all parties in interest, and the general public of the public hearing; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Statesville, North Carolina, that:

1. The Planning Director is hereby authorized to vacate, board and secure the house and all accessory buildings located at **319 Monroe Street**, Statesville, North Carolina, in accordance with the order of the Ordinance Enforcement Inspector to the owner and parties in interest dated **September 9th, 2025**.

The legal description of the above-named house as found in **Deed Book 492 at Pages 300** Iredell County Register of Deeds is as follows:

BEGINNING at a stake on Monroe Street in the City of Statesville, and running North 2 East 150 ft. to a stake; thence North 88 West 70 ft. to a stake; thence South 2 West 150 ft. to a stake, on Monroe Street; thence with Monroe Street South 88 East 70 ft. to the beginning, and being Lot No. 2 of the property described in deed from J. S. Kerr to C. A. Dulin, Deed Book 37, Page 365, Iredell County Registry.

PIN: 4744-21-7990
Property address: 319 Monroe
Street, Statesville, NC 28677

2. This ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.
3. This ordinance shall become effective on the **13th day of April 2026** and shall be recorded with the Iredell County Register of Deeds and **shall be indexed in the Grantor section in the name of Bessie L Hughes C/O Theresa D Smith**, in accordance with G. S. 160A-443(5).

This ordinance was introduced for a first reading by Council member _____,

seconded by Council member _____ and carried on the **16th day of March 2026**.

Ayes:

Nays:

The second and final reading of this ordinance was heard on the **13th day of April 2026** and upon

motion of Council member _____, seconded by Council member

_____, was adopted.

Ayes:

Nays:

This ordinance is to be in full force and effect from and after the **13th day of April 2026**.
CITY OF STATESVILLE

MAYOR

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

ATTEST:

CITY CLERK

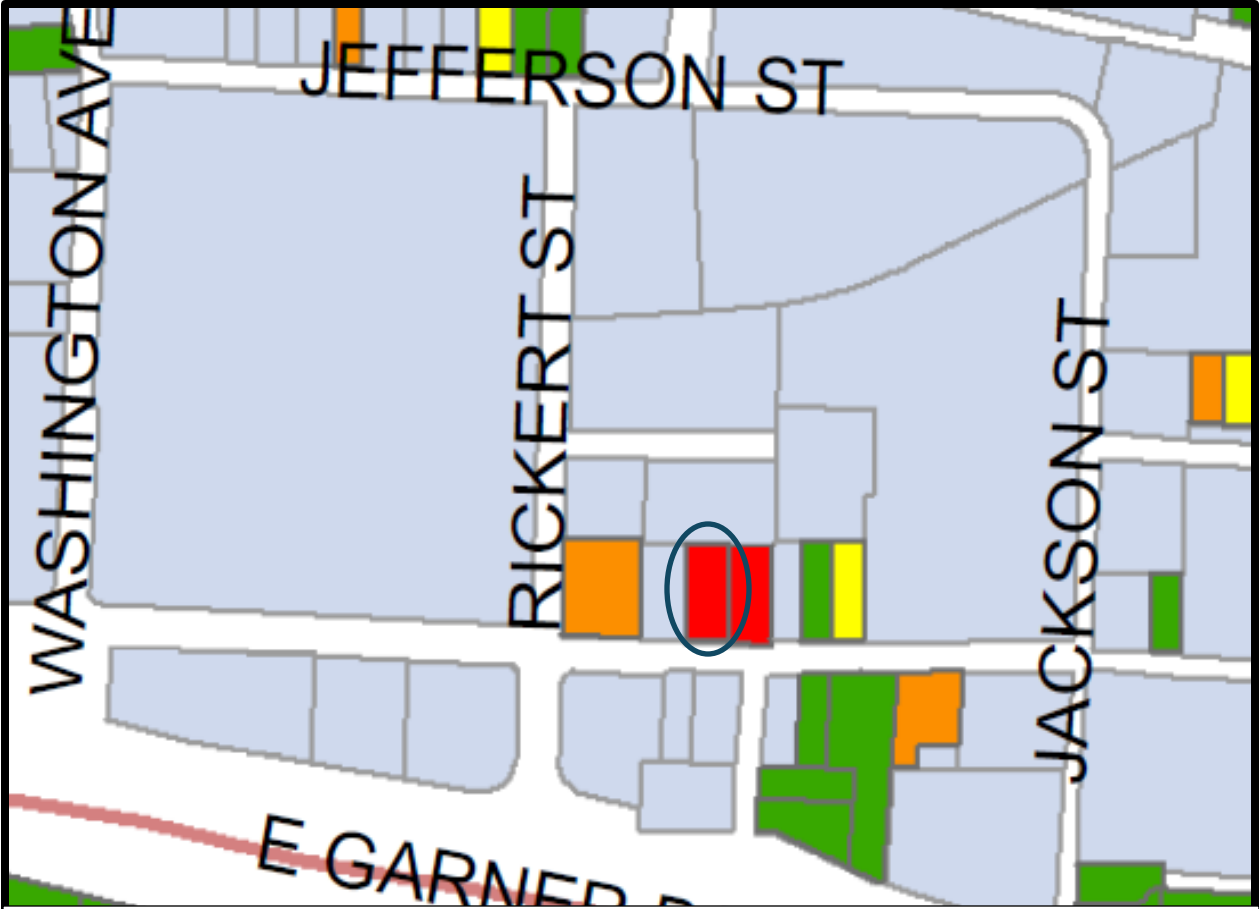
Index in the Grantor section in the name of Bessie L Hughes C/O Theresa D Smith in accordance with G. S. 160A-443(5).

NORTH CAROLINA
IREDELL COUNTY

This is to certify that on the _____ day of _____, 2026, before me personally came Doug Hendrix, Mayor of the City of Statesville, with whom I am personally acquainted, who, being by me duly sworn deposes and says: That he is the Mayor of said City and Emily Kurfees is the City Clerk of the City of Statesville, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the corporation subscribed thereto by the said Mayor and City Clerk, and said corporate seal was affixed, all by order of the City Council of said corporation, and that said instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the _____ day of _____, 2026.

My Commission Expires: _____



Ward 3

319 Monroe Street

2020 Housing Inventory / 30 Beyond Resonable Repair List

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 3/5/2026 7:56 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-02: 552 Buffalo Shoals Rd, filed by Mr. Bobby Koehler of Elite Ready-Mix LLC, for approximately 3.12 acres located at corner of Buffalo Shoals Rd and Johnson Dr.

1. Summary of Information:

The property is approximately 3.12 acres located at the intersection of Buffalo Shoals Rd and Johnson Dr. The applicant is requesting the annexation to fulfill a condition of an approved Special Use Permit to construct a concrete batch plant.

- **Ward:** The site is adjacent to voting Ward 3. The infill site is contiguous to the primary corporate limits to the northeast.
- **Engineering:** Buffalo Shoals Rd and Johnson Dr are maintained by NCDOT.
- **Stormwater:** No concerns currently.
- **Planning:** The site is currently positioned half within City Limits and half in the City's extraterritorial zoning jurisdiction (ETJ). The 2045 Land Development Plan shows the property to be in an area suitable for Employment Center / Industrial Flex which includes industrial uses. This is within the Tier 1 Growth Area, indicating it is appropriate for infill development.
- **Fire:** The site is within a 4-minute response from Station 1, and there are no concerns from fire.
- **Police:** No concerns at this time, additional staffing will be requested as population rises.
- **Water/Sewer:** No issues with water or sewer.
- **Electricity:** The site is in Statesville's Public Power exclusive territory and can be served.

2. Previous Council or Relevant Actions:

City Council approved the Special Use Permit for the concrete batch plant on November 3, 2025.

3. Strategic Initiatives Supported/Impacted: **Developing Our City:** N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

These parcels are in the Tier 1 Growth Area of the 2045 Land Development Plan.

4. Budget/Funding Implications:

The current tax value of the parcel is \$145,600 and the estimated value at full buildout is to be determined.

5. Consequences for Not Acting:

The property owner(s) may explore by right development option(s).

6. Department Recommendation:

The site meets the statutory requirements for contiguous annexation.

7. Manager Comments:

Recommend moving forward with the annexation request.

8. Next Steps:

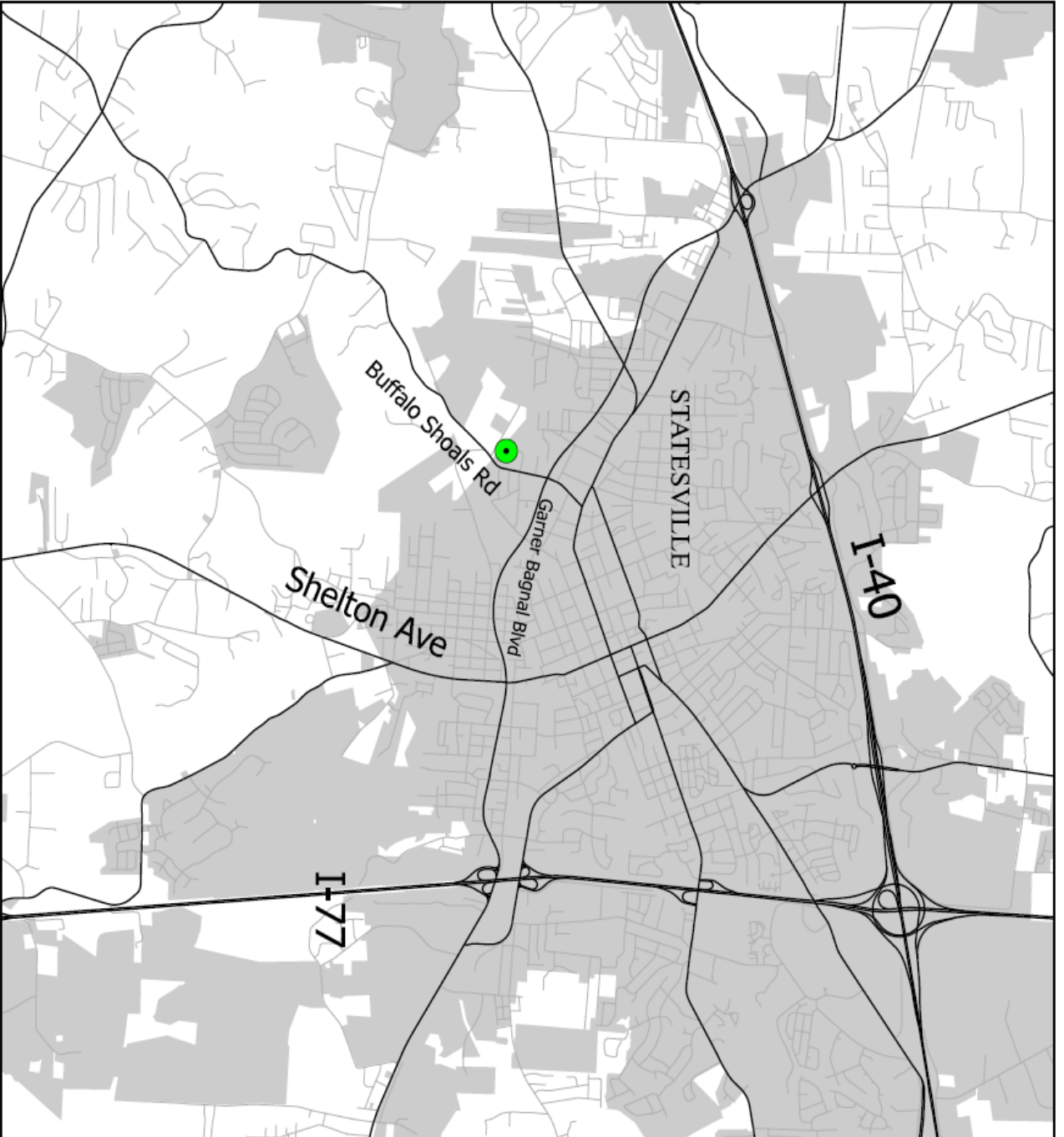
If approved, the second reading will be April 13th, 2026.

9. Attachments:

1. Packet Maps FINAL
2. Ordinance

**City of Statesville
Planning Department**

AX26-02
552 Buffalo Shoals Rd
4734-31-8454



**City of Statesville
Planning Department**

AX26-02
552 Buffalo Shoals Rd
4734-31-8454





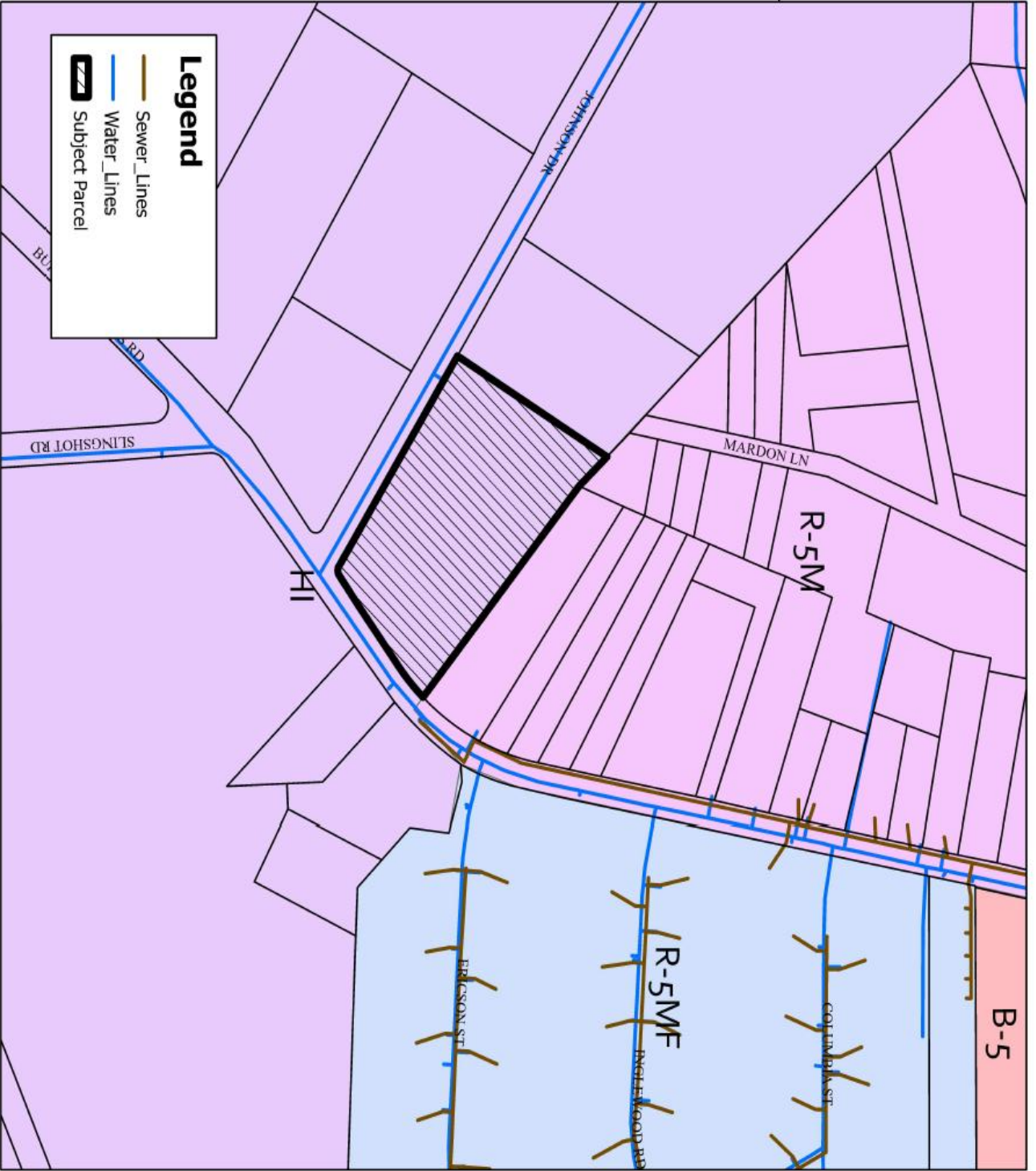
Site Photo – Buffalo Shoals Rd.

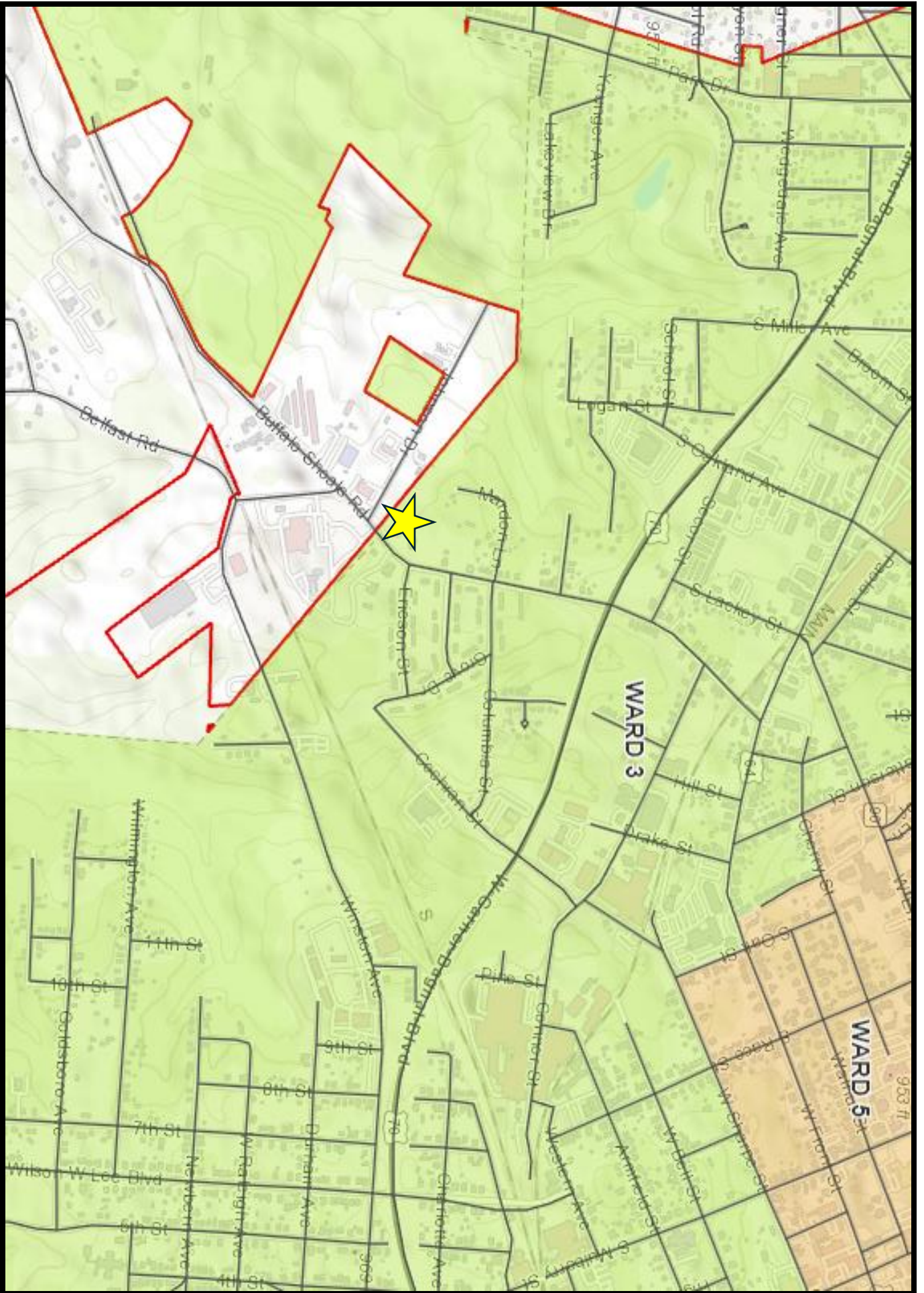


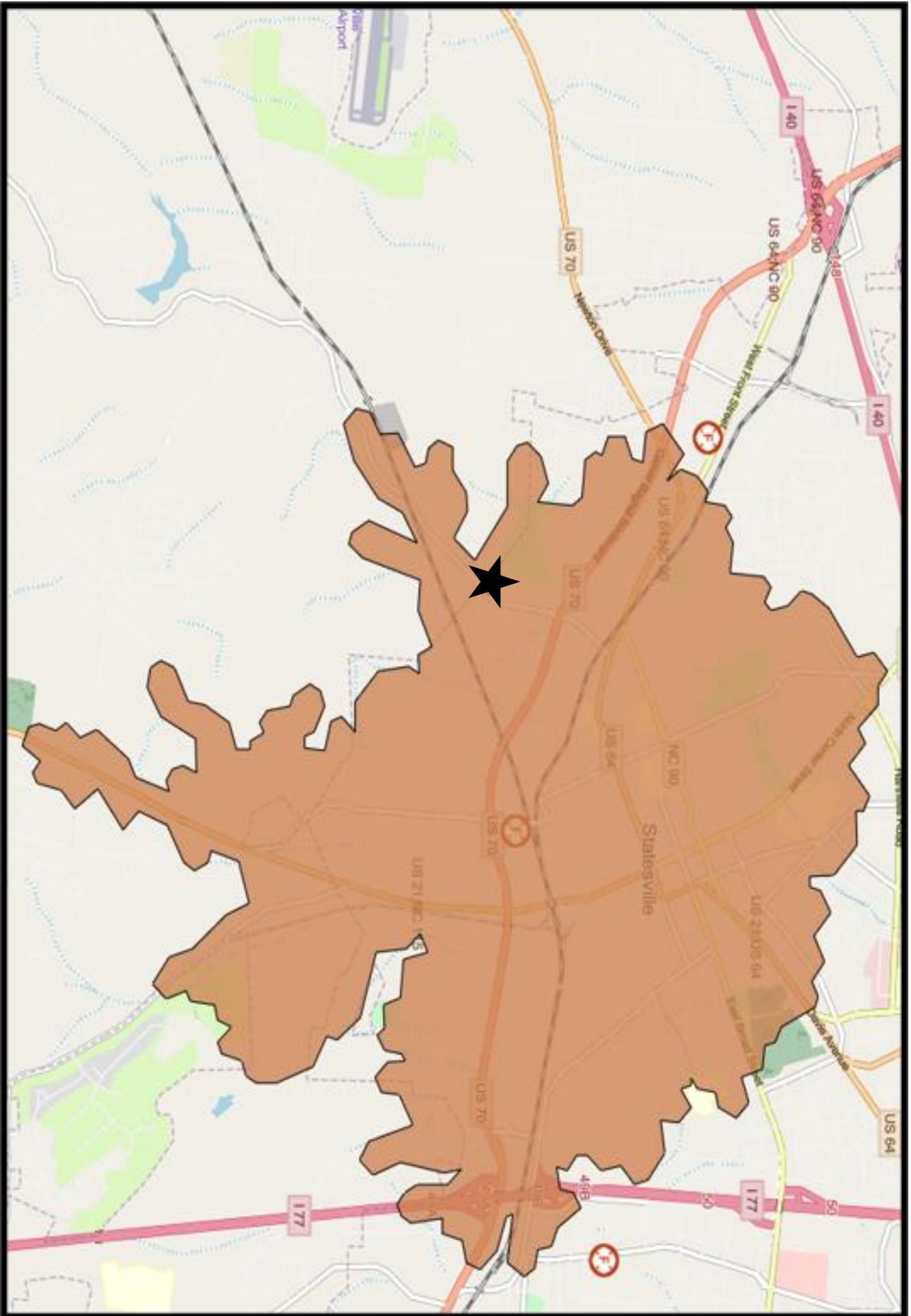
Site Photo – Johnson Dr.

**City of Statesville
Planning Department**

AX26-02
552 Buffalo Shoals Rd
4734-31-8454







ORDINANCE NO. _____

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF STATESVILLE,
NORTH CAROLINA**

Case No. AX26-02 552 Buffalo Shoals Rd Parcel # 4734-31-8454

WHEREAS, the Statesville City Council has petitioned under G.S. 160A-58.1, to annex the area described below; and

WHEREAS, the Statesville City Council has by resolution directed the Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 16th day of March 2026 after due notice by publication on the 5th day of March 2026; and

WHEREAS, the Statesville City Council finds that the petition meets the requirements of G.S. 160A-58.1:

WHEREAS, the Statesville City Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Statesville City Council further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described.

NOW, THEREFORE, BE IT ORDAINED BY the Statesville City Council of the City of Statesville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of April 30, 2026, at 11:59 p.m.

Description:

Parcel 1: BEGINNING at an Iron Rebar Set in the northern boundary line of J & E Properties of NC, LLC (D.B. 2620, PG. 1082) being South 46° 16' 25" East 200.65 feet of an Iron Rebar Found, the northern corner of J & E Properties of NC, LLC (D.B. 2620, PG. 1082); and running from said beginning North 07° 10' 58" East 62.00 feet to a Pinched Iron Pipe Found, the southeastern corner of Brenda L. W. Haggerty (D.B. 2013, PG. 1826); thence with the southern boundary of Brenda L. W. Haggerty (D.B. 2013, PG. 1826) South 76° 39' 32" East 132.24 feet to a One Inch Iron Pipe Found, the southwestern corner of Brenda L. W. Haggerty (D.B. 2013, PG. 1826); thence South 20° 35' 24" West 43.29 feet to a One Inch Iron Pipe Found and continuing 79.76 feet for a total of 123.05 feet to an Iron Rebar Set, the southwestern corner of I Care, Inc. (D.B. 859, PG. 1965); thence North 48° 52' 28" West 80.65 feet to an Iron Rebar Found, the northeastern corner of J & E Properties of NC, LLC (D.B. 2620, PG. 1082); thence with the northern boundary of J & E Properties of NC, LLC (D.B. 2620, PG. 1082) North 45° 43' 06" West 11.34 feet to an Iron Pipe Found; thence continuing with the northern boundary of J & E Properties of NC, LLC (D.B. 2620, PG. 1082) North 46° 16' 25" West 33.61 feet to the point

and place of BEGINNING; containing approximately 0.260 acres +/- by coordinate computation as shown on the plat of survey by W. Matthew Jordan, P.L.S. #L-4414, which plat is entitled "Boundary Survey For: J & E Properties of NC" and is dated July 22, 2025.

Parcel 2: BEGINNING at an Iron Rebar Found, the northeastern corner of J & E Properties of NC, LLC (D.B. 2620, PG. 1082); running thence South 48° 52' 28" East 80.65 feet to an Iron Rebar Set, the southwestern corner of I Care, Inc. (D.B. 859, PG. 1965); thence with the southern boundary of I Care, Inc. (D.B. 859, PG. 1965) South 48° 52' 28" East 449.59 feet to an Iron Rod and continuing South 48° 52' 28" East an additional 24.53 feet for a total of 474.12 feet to a computed point within SR 1379 (commonly known as Buffalo Shoals Road); thence South 52° 53' 24" West 281.76 feet within the paved portion of SR 1379 (commonly known as Buffalo Shoals Road) to a computed point; thence North 60° 00' 43" West 442.83 feet within the paved portion of SR 2726 (commonly known as Johnson Drive) to a computed point; thence North 31° 15' 47" East 31.13 feet to an Iron Rebar Set and continuing North 31° 15' 47" East an additional 335.67 feet for a total of 366.80 feet to the point and place of BEGINNING; containing approximately 3.620 acres +/- by coordinate computation as shown on the plat of survey by W. Matthew Jordan, P.L.S. #L-4414, which plat is entitled "Boundary Survey For: J & E Properties of NC" and is dated July 22, 2025.

Section 2. Upon and after April 30, 2026, at 11:59 p.m., the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.1.

Section 3. The Mayor of the City of Statesville shall cause to be recorded in the office of the Register of Deeds of Iredell County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Iredell County Board of Elections, as required by G.S. 163-288.1.

The Ordinance was introduced by a first reading by Councilmember _____, seconded by Councilmember _____, and carried on the 16th day of March 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 13th day of April 2026 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted. AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 30th day of April 2026 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Randall Moore, Stormwater Program Manager
DATE: 3/5/2026 7:55 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving TA26-01 Stormwater Ordinance Update to amend Appendix A, Article 8, Section 8.05-Stormwater Management & Appendix A, Article 6, Section 6.04-Landscape Standards, E. Grading Standards for Stream and Wetland Protection.

1. Summary of Information:

The City's Municipal Separate Storm Sewer System (MS4) Permit requires the City to update the Stormwater Ordinance with a low-density development option for post-construction stormwater requirements during the current permit cycle. City staff are taking the opportunity to address some deficiencies in the current version of the ordinance and improve on some of the regulatory requirements to better protect water resources and the public. These updates necessitate additional updates to the Grading Standards for Stream and Wetland Protection Section 6.04 and the Drainage Design Manual.

The changes include:

- Cleaning up language and definitions throughout the ordinance.
- Create a low-density development option and high-density development option for projects that require post-construction stormwater controls.
- Update high-density post-construction requirements to include attenuating the peak flow from the 25-year, 24-hour storm event.
- Update stream buffers and setbacks for built-upon area to match the upcoming High Rock Lake Buffer Rules. This includes updating Section 6.04-Landscape Standards of the UDO so there is consistency across the Code.
- Update the plan submittal/approval process for Post-construction Stormwater plan reviews.
- Remove the Maintenance Security from the Stormwater Ordinance as changes in NC General Statutes have prevented City staff from enforcing this provision.
- Update the City of Statesville Drainage Design Manual with changes from the Stormwater Ordinance.

2. Previous Council or Relevant Actions:

City Council previously approved and adopted Ordinance 13-19, An Ordinance Amending the Unified Development Code, Article 8 Public Facility Requirements, Section 8.05 Stormwater Management & Sections 8.02, 8.03 and Article 10 Appendices, on the 15th of April, 2019.

On February 24, 2026, Planning Board voted 5-1 to approve this text amendment with the caveat:

1. Redevelopment have an allowance of 5,000 sf of new impervious before post-construction stormwater is required.
2. The submittal process for stormwater review remain as is in the Planning Department.

City staff is proceeding to submit the proposed text amendment as written without incorporating recommendations from the Planning Board because:

1. This would result in the City's ordinance being less restrictive than the State minimum, which violates the regulations.
2. City staff feels there is more value in separating than keeping combined.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: Proactively maintain existing infrastructure assets and systems to ensure current quality and long-term viability.

Connecting Our Communities: Provide reliable, high-quality public safety to ensure the wellbeing of residents, businesses, and visitors.

Strategic Plan Values: N/A

This meets the goal because reducing post-development flow protects existing stormwater infrastructure thereby ensuring pipes and culverts do not get overwhelmed and flood City streets. The ordinance also protects streams and buffers which contribute to protecting water quality for residents, visitors and businesses.

4. Budget/Funding Implications:

NA

5. Consequences for Not Acting:

City will not be in compliance with it's MS4 permit due to not adding a low density development option.

6. Department Recommendation:

Staff recommends approval without the Planning Board suggested changes.

7. Manager Comments:

Recommend approval as written, without the Planning Board suggested changes, for the reasons listed above.

8. Next Steps:

Hold a second reading of the proposed text amendment for adoption at the April 13th Council Meeting.

9. Attachments:

1. 2026-1-16 TA STW Ord and Landscape
2. 2025-11-20_Ordinance Comparison Document
3. Landscape Standards Buffer Text Comparison Document

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE, APPENDIX A, ARTICLE 8, SECTION 8.05 STORMWATER MANAGEMENT & Article 6 DEVELOPMENT STANDARDS, SECTIONS 6.04 LANDSCAPE STANDARDS, E. GRADING STANDARDS FOR STREAM AND WETLAND PROTECTION

TA26-01

WHEREAS, the proposed text amendment change is a requirement mandated by the United States EPA and administered by the NCDEQ:

WHEREAS, The City's National Pollutant Discharge and Elimination System (NPDES)/Phase II stormwater permit requires that the City adopt a Post-Construction Stormwater Ordinance (PSOC):

WHEREAS, the term Manual of Practice referred to as design requirements under Public Facility Requirements is not a guide used by the City's Engineering Department

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Statesville that Article 8 Section 8.05 Stormwater Management, replaces the existing section in its entirety and Sections 8.02, 8.03 and Article 10 Appendices replace the term Manual of Practice with the following:

Section 8.05 - Stormwater Management

A. Authority, References, and Usage

1. *Authorities.* The following authorities shall apply to Section 8.05:
 - a. The City Council of the City of Statesville, further referred to herein as "the City", is authorized to adopt this section pursuant to North Carolina law, including but not limited to, Article 14, Section 5 of the Constitution of North Carolina; G.S. 143-214.7 and rules promulgated by the environmental management commission thereunder; Session Law 2004-163, G.S. 160A-174 and 160A-185;
 - b. The Stormwater Program Manager is authorized to determine the interpretation of this section. Any person may request an interpretation by submitting a written request to the Stormwater Program Manager, who shall respond in writing within thirty (30) business days. The Stormwater Program Manager shall keep on file a record of all written interpretations of this section and shall post these on the City's website; and
 - c. Any act authorized by this section to be carried out by the City or Stormwater Program Manager may be carried out by his or her designee.
2. *Role of the Stormwater Program Manager.* In addition to the powers and duties that may be conferred by other provisions of this section and other laws, the Stormwater Program Manager shall have the following powers and duties under this section:
 - a. To assist in the review and approval, approval with conditions or disapproval plans pursuant to this section;
 - b. To make determinations and render interpretations of this section;

- c. To establish application requirements and schedules for submittal and review of applications, to review and make recommendations to the Statesville City Council on applications for development or redevelopment approvals;
 - d. To enforce the provisions of this section in accordance with its enforcement provisions;
 - e. To maintain records, maps, forms and other official materials as they relate to the adoption, amendment, enforcement and administration of this section;
 - f. To provide expertise and technical assistance to the Statesville City Council upon request;
 - g. To designate appropriate other person(s) who shall carry out the powers and duties of the Stormwater Program Manager; and
 - h. To take any other action necessary to administer the provisions of this section.
3. *Most Recent Editions.* Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the City Stormwater Design Manual), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.
4. *Calculation of Time.* The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the City. References to days are calendar days unless otherwise stated.
5. *Word Usage.* The following provisions about usage shall apply:
- a. The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature;
 - b. Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows: The word "and" indicates that all connected items, conditions, provisions and events apply. The word "or" indicates that one (1) or more of the connected items, conditions, provisions or events apply;
 - c. Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa; and
 - d. In the event of a conflict or inconsistency between the text of this section and any heading, caption, figure, illustration, table, or map, the text shall control.
6. *Other Ordinances and Rules.* This section is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this section are in addition to the requirements of any other ordinance, rule, regulation or

other provision of law. Where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety and welfare shall control.

7. *Easements and Other Agreements.* This section is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this section are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this section shall govern. Nothing in this section shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this section. In no case shall the City be obligated to enforce the provisions of any easements, covenants or agreements between private parties.
8. *If a Portion of this Section is Judged Invalid.* If the provisions of any subsection, paragraph, subdivision or clause of this section shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any subsection, paragraph, subdivision or clause of this section.
9. *Effective Date.* This Ordinance shall take effect on 20th of April, 2026.

B. Findings

1. *Hydrologic Effects.* Development alters the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, sediment transport and deposition, as well as reducing groundwater recharge.
2. *Pollution.* These changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment.
3. *Managing Effects of Stormwater.* These effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from development sites.
4. *Federal Authority.* Further, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and Federal Phase II Stormwater Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to Federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt minimum stormwater controls such as those included in this section.
5. *City Response to Stormwater Runoff.* Therefore, the Statesville City Council establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of stormwater runoff and discharge.

C. Purpose

1. *General Purpose.* The purpose of this section is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint and point source pollution associated with new development and

redevelopment.

2. *Specific Objectives.* The stormwater management requirements seek to meet the general purpose through the following specific objectives and means:

- a. Establishing decision-making processes for development that protects the integrity of watersheds and preserves the health of water resources;
- b. Requiring that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable for the applicable design storms to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;
- c. Establishing minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
- d. Establishing design and review criteria for the construction, function, and use of Stormwater Control Measures (SCMs) that may be used to meet the minimum post-development stormwater management standards;
- e. Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of greenspace, riparian buffers and other conservation areas to the maximum extent practicable;
- f. Establishing provisions for the long-term responsibility for and maintenance of SCMs and nonstructural stormwater Best Management Practices (BMPs) to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;
- g. Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to ensure appropriate long-term maintenance;
- h. Coordinating site design plans that include open space and natural areas with the City Zoning Ordinance and establish riparian buffers;
- i. Controlling erosion and sedimentation from construction activities; and
- j. Assigning responsibility and processes for approving the creation and maintenance of adequate drainage and flood damage prevention measures.

D. Definitions

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise. All provisions, terms, phrases, and expressions contained in this section shall be construed according to the general and specific purposes set forth in Section 8.05. If a different or more specific meaning is given for a term defined elsewhere in the City's Code of Ordinances, the meaning and application of the term in this section shall control for purposes of application of this section.

Definitions marked with an asterisk (*) are as defined in 15A NCAC 02H .1000 – Stormwater Management.

1. *As-built*

A document to compare the designed stormwater control measure to the final specifications and provide details as actually constructed. As-builts reflect all changes made in the design plans and drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract and all relevant calculations.

2. *Built-upon Area (BUA)*

As defined in G.S. 143-214.7D, BUA is impervious surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. For the purposes of implementing State or local government stormwater programs, none of the following surfaces shall be considered "built-upon area" or an impervious or partially impervious surface:

- a. A slatted deck;
- b. The water area of a swimming pool;
- c. A surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric;
- d. A trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour);
- e. Landscaping material, including, but not limited to, gravel, mulch, sand, and vegetation, placed on areas that receive pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle; and
- f. Artificial turf, manufactured to allow water to drain through the backing of the turf, and installed according to the manufacturer's specifications over a pervious surface.

3. *Department*

The North Carolina Department of Environmental Quality (NCDEQ).

4. *Design Manual*

A single document or manual or collection of documents and manuals referenced by the City containing policy, criteria, and information, including technical specifications and standards, for designing and operating SCMs and any conveyances, appurtenances, or other structures to or from the SCM. All references herein to the Design Manual are to the latest published edition or revision.

5. *Development*

As defined in G.S. 143-214.7, any land-disturbing activity that increases the amount of BUA or that otherwise decreases the infiltration of precipitation into the subsoil. When additional development occurs at a site that has existing development, the BUA of the existing development shall not be included in the density calculations for additional stormwater control requirements, and stormwater control requirements cannot be applied retroactively to existing development, unless otherwise required by federal law.

6. *Dispersed Flow**
Uniform shallow flow that is conveyed to a vegetated filter strip as defined in 15A NCAC 2H .1059, another vegetated area, or SCM. The purpose of "dispersed flow" is to remove pollutants through infiltration and settling, as well as to reduce erosion prior to stormwater reaching surface waters.
7. *High Density Project**
A development project that exceeds the low density threshold for BUA.
8. *Instrument of Title*
Any recorded instrument that affects title or constitutes the chain of title to real property, including, but not limited to, all deeds, wills, estate documents evidencing transfer of title, plats, surveys, easements, rights-of-way, outstanding mortgages and deeds of trust, judicial orders or decrees, and documents evidencing intestate succession.
9. *Larger Common Plan of Development or Sale*
Any area where multiple, separate and distinct construction or land-disturbing activities will occur under one (1) plan. A plan is any announcement or piece of documentation (including but not limited to a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including but not limited to boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.
10. *Low Density Project**
A development project that has less than 24 percent BUA for all residential and non-residential development.
11. *Minimum Design Criteria (MDC)**
The requirements set forth in 15A NCAC 02H .1050 for siting, site preparation, design and construction, and post-construction monitoring and evaluation necessary for the City to issue stormwater permits that comply with State water quality standards.
12. *Non-erosive Velocity**
The flow rate of water, usually measured in feet per second that does not exceed the maximum permissible velocity for the condition and type of soil and groundcover over which the water is flowing. Erosion occurs when the maximum permissible velocity is exceeded.
13. *N-year, 24-hour Storm**
A rainfall event with a 24-hour duration, having a total precipitation that is expected to be equaled or exceeded, on average, once in n times during a 12-month period.
14. *Owner*
The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of "owner" under another description in this definition, such as a management entity.

15. *Primary SCM**

A wet pond, stormwater wetland, infiltration system, sand filter, bioretention cell, permeable pavement, green roof, rainwater harvesting, or an approved new stormwater technology that is designed, constructed and maintained in accordance with the MDC.

16. *Project**

The proposed development activity for which an applicant is seeking a stormwater permit from the City. "Project" shall exclude any land adjacent to the area disturbed by the project that has been counted as pervious by any other development regulated under a federal, State, or local stormwater regulation. Owners and developers of large developments consisting of many linked projects may consider developing a master plan that illustrates how each project fits into the design of the large development.

17. *Redevelopment*

As defined in G.S. 143-214.7, any land-disturbing activity on previously developed land that does not result in a net increase in BUA and that provides greater or equal stormwater control to that of the previous development. For purposes of Section 8.05 of this ordinance, a rebuilding activity that results in no net increase in BUA and provides equal or greater stormwater control than the previous development is exempt from requirements related to redevelopment.

18. *Riparian*

Of or pertaining to the landscape interface between an upland area and a flowing surface water body. Riparian areas exhibit their own significance in geography, particularly ecology and hydrology, which are significantly influenced by its relationship with the surface water body.

19. *Sheet Flow*

Conveyance of surface water or runoff at a depth significantly less than the width of the flow path on which it flows. Sheet flow is maintained until the flow begins to concentrate into rills or micro-channels. The purpose for sheet flow in regards to this Ordinance is that sheet flow maintains a lower energy and higher surface area of contact with the flow path than concentrated flow.

20. *Secondary SCM**

An SCM that does not achieve the annual reduction of Total Suspended Solids (TSS) of a "Primary SCM" but may be used in a treatment train with a primary SCM or other Secondary SCMs to provide pre-treatment, hydraulic benefits, or a portion of the required TSS removal.

21. *Stormwater Control Measure (SCM)**

A permanent structural device designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof; to approximate the pre-development hydrology on a developed site; or to achieve any combination of these goals. SCMs include physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales, and other methods installed or created on real property. "SCM" is synonymous with "structural practice," "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "structural stormwater treatment systems," and similar terms used in this Ordinance.

22. *Vegetated Buffer*

An undisturbed area of natural or established vegetation adjacent to surface waters,

through which stormwater runoff flows in a diffuse manner to protect surface waters from degradation due to development activities.

23. *Vegetated Conveyance**

A permanent, designed waterway lined with vegetation that is used to convey stormwater runoff at a non-erosive velocity within or away from a developed area.

E. Applicability

1. *Applicability.* Section 8.05 shall apply to development projects and major modifications of development projects for residential, commercial, industrial, or institutional use that:

- a. Are subject to one (1) or more of the post-construction stormwater management programs listed in 15A NCAC 02H .1001;
- b. Are submitted for review on or after the effective date of this ordinance revision;
- c. Are within the areas designated on the map titled City of Statesville Zoning Map, both within the City limits and within the Extra-Territorial Jurisdictional areas;
- d. Cumulatively disturbs one (1) acre or more, or adds twenty thousand (20,000) square feet or more of BUA, or is part of a larger common plan of development or sale that cumulatively disturbs one (1) acre or more or adds twenty thousand (20,000) square feet or more of BUA; and
- e. Are not exempt pursuant to Item 3 below.

2. *Redevelopment.* For redevelopment, increased stormwater controls shall only be required for the amount of BUA being added that exceeds the amount of BUA which existed before the redevelopment.

3. *Exemptions.* Activities that are exempt from Section 8.05 include:

- a. Activities that are exempt from Section 404 of the federal Clean Water Act as specified in 40 CFR 23, including land management activities associated with agriculture or silviculture;
- b. Activities of the North Carolina Department of Transportation (NCDOT) that are regulated in accordance with the provisions of NPDES Permit Number NCS000250;
- c. Development activities that have already received a permit from the City of Statesville. These activities shall follow their existing permit conditions;
- d. Airport facilities that are deemed permitted in accordance with G.S. 143-214.7(c4);
- e. Redevelopment that does not result in a net increase in BUA;
- f. Linear transportation projects undertaken by an entity other than the NCDOT when:
 - i. The project is constructed to NCDOT standards and is in accordance with the NCDOT Stormwater Best Management Practices Toolbox;
 - ii. Upon completion, the project will be conveyed either to the NCDOT or

another public entity and will be regulated in accordance with that entity's NPDES MS4 stormwater permit; and

iii. The project is not part of a common plan of development.

4. *Disputes Over Applicability.* In the event of a dispute, the applicability of this Ordinance to a particular area of land or SCM shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

F. Stormwater Design Manual

1. *Basis of Decisions.* The Stormwater Program Manager shall use the policy, criteria, and information, including technical specifications and standards, in the Design Manual as the basis for decisions about stormwater permits and about the design, implementation and performance of SCMs and nonstructural stormwater BMPs.
2. *Design Practices and Criteria.* The Design Manual includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Phase II laws.
3. *Relevance of Other Manuals.* The Design Manual may consist of one (1) or several acceptable manuals or documents determined by the Stormwater Program Manager. The Stormwater Program Manager may add or remove manuals or documents from reference at their discretion in order to meet this section of the Statesville UDO and Phase II laws. As of the effective date of this Section 8.05 revision, Design Manual shall refer to both the City Stormwater Design Manual and the NCDEQ Stormwater Design Manual. Links to the documents for the effective Design Manuals will be posted on the City's website.
4. *Evaluation of SCMs.* All SCMs and stormwater treatment required under this section shall be evaluated by the Stormwater Program Manager according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice, in the *Design Manual*. The Stormwater Program Manager shall determine whether proposed SCMs will be adequate to meet the requirements of this section.
5. *Determination of Adequacy.* Stormwater treatment practices that are designed, constructed and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this section. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this section. The Stormwater Program Manager may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Program Manager to determine whether such an affirmative showing is made.
6. *If Design Manual is More Restrictive.* If the specifications or guidelines of the Design Manual are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the Design Manual.
7. *Updates to Design Manual During Plan Review.* If the standards, specifications, guidelines, policies, criteria, or other information in the Design Manual are amended

subsequent to the submittal of an application for approval pursuant to this section but prior to approval, the information applicable at the date of the submittal shall control and shall be utilized in reviewing the application and in implementing this section with regard to the application.

8. *Updates to Design Manual.* The Design Manual may be updated and expanded from time to time, based on advancements in technology and engineering, improved knowledge of local conditions, or local monitoring or maintenance experience. NCDEQ regularly updates portions of their manual and offers a service for notifications of updates. Notices of updates to the City manual will be posted on the City website.

G. Stormwater Design Requirements

The following stormwater design requirements are in accordance with 15A NCAC 02H – Section 1000.

1. *Calculation of Project Density.* The following procedures shall be used to calculate project density:
 - a. Project density shall be calculated as the total BUA divided by the total project area. Computation of lot area refers to the amount of horizontal land area contained inside the lot lines of a lot or site based on coordinate geometry of horizontal projection;
 - b. A project with existing development may use the calculation method listed above in 1.a or shall have the option of calculating project density as the difference of total BUA minus existing BUA divided by the difference of total project area minus existing BUA; and
 - c. On a case-by-case basis as determined by the City during application review, projects may be considered to have both high and low density areas based on one (1) or more of the following criteria:
 - i. Natural drainage area boundaries;
 - ii. Variations in land use throughout the project; or
 - iii. Construction phasing.
2. *Low Density Projects.* The following design standards shall apply to low density projects:
 - a. A project is considered low density when the drainage area contains less than 24 percent BUA for all residential and non-residential development;
 - b. Projects shall be designed to maximize dispersed flow through vegetated areas and minimize channelization of flow;
 - c. Stormwater runoff that cannot be released as dispersed flow shall be transported from the development by vegetated conveyances to the maximum extent practicable. A minimal amount of non-vegetated conveyances for erosion protection or piping for driveways or culverts under a road shall be allowed by the City when it cannot be avoided. Vegetated conveyances shall meet the following requirements:
 - i. Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to the City that the soils and vegetation

- will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and
- ii. The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm as demonstrated by engineering calculations.
- d. Low density projects may use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:
- i. The curb outlets shall be designed such that the swale or vegetated area can carry the peak flow from the 10-year storm at a non-erosive velocity;
 - ii. The longitudinal slope of the swale or vegetated area shall not exceed five percent, except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided;
 - iii. The swale's cross-section shall be trapezoidal with a minimum bottom width of two feet;
 - iv. The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical); and
 - v. The minimum length of the swale or vegetated area shall be one hundred (100) feet.

3. *High Density Projects.* The following standards shall apply to high density projects:

- a. A project is considered high density when the project equals or exceeds 24 percent BUA; and
- b. High density projects shall include primary SCMs that meet the following requirements:
 - i. SCMs shall control and treat runoff from the first inch of rain;
 - ii. Minimum design criteria for SCMs shall be in accordance with 15A NCAC 02H .1050 through .1062 and the Design Manual; and
 - iii. The peak rate of flow from the new development shall not exceed the peak rate of flow that existed prior to the new development for the 2-year, 10-year, and 25-year, 24-hour storm events.

4. *City Authority to Approve Alternative Designs.* The City shall have the option to approve projects that do not comply with all of the provisions on a case-by-case basis as follows:

- a. If the alternative design pertains to an SCM design that does not meet all of the MDC, then the applicant shall provide technical justification based on engineering calculations and the results of research studies showing that the proposed design provides equal or better stormwater control and equal or better protection of waters of the State than the requirements of this section and that it shall function in

perpetuity. The City shall have the option to require compliance with the MDC in the event that the alternative SCM design fails; or

- b. If the variation pertains to other aspects of the project, then the applicant shall demonstrate that the project provides equal or better stormwater control and equal or better protection of waters of the State than the requirements of this section.

H. Vegetated Buffers

1. *Before High Rock Lake Buffer Rule Implementation.* Prior to the implementation of 15A NCAC 02B .0764 High Rock Lake Nutrient Strategy: Protecting Existing Riparian Buffers, all BUA shall be a minimum of thirty (30) feet landward of all perennial and intermittent surface waters. The vegetated buffer shall meet the following requirements:
 - a. The width of a vegetated buffer shall be measured horizontally from the normal pool elevation of impounded structures, from the top of bank of each side of streams or rivers. Top of bank determination is to be generally consistent with the US Army Corps of Engineers "Ordinary High Water Mark" used in delineation of jurisdictional waters. In cases of conflicting interpretations by the Stormwater Program Manager and the applicant, the applicant will have the option of providing a jurisdictional determination, including tops of stream banks, from an individual certified by NCDEQ as qualified for Surface Water Identification;
 - b. No land-disturbing activities shall take place within a vegetated buffer, except for required streets and associated facilities, utility mains and easements, and/or greenways and pedestrian paths. Roads and golf courses may cross a buffer, provided they do not cross at an angle of less than sixty (60) degrees; and
 - c. SCMs, fill slopes, and outlet structures shall be located a minimum of thirty (30) feet landward of all perennial and intermittent surface waters.
2. *After High Rock Lake Buffer Rule Implementation.* Following the implementation of 15NCAC 02B.0764, protected riparian buffers shall be in place and consist of two zones as follows:
 - a. Zone 1 shall consist of a 30-foot vegetated area that is undisturbed that shall be measured as follows:
 - i. For streams, Zone 1 shall begin at the most landward limit of the top of bank or the rooted herbaceous vegetation and extend landward a distance of thirty (30) feet on all sides of the stream, measured horizontally (where an intermittent or perennial stream begins or ends, including when it goes underground, enters or exits a culvert, or enters or exits a wetland, the required distance shall be measured as a radius around the beginning or the end); and
 - ii. For ponds, lakes and reservoirs subject to this Rule, Zone 1 shall begin at the normal water level and extend landward a distance of thirty (30) feet, measured horizontally.
 - b. Zone 2 shall consist of a stable, vegetated area that is undisturbed except for uses deemed allowable within 15A NCAC 02B .0764. Grading and revegetating in Zone

2 is allowed provided that the health of the vegetation in Zone 1 is not compromised. Zone 2 shall begin at the outer edge of Zone 1 and extend landward twenty (20) feet as measured horizontally. The combined width of Zones 1 and 2 shall be fifty (50) feet on all sides of the surface water; and

c. All other requirements of 15A NCAC 02B .0764 shall be met.

I. Stormwater Plan Timing and Phasing

1. *Timing of Stormwater Plan Application.* Design plans and calculations for the stormwater facilities shall be provided as part of the subdivision construction plans and site plan review submission. All development and redevelopment projects for which complete and full applications were submitted and accepted as complete by the City prior to the effective date of this section shall be exempt from complying with all provisions of this updated Section 8.05 but shall be subject to the Section 8.05 ordinance provisions in place when the application was submitted.
2. *Phased Development Plan.* A phased development plan shall be reviewed and approved under the Section 8.05 ordinance provisions in place at the time the plan is submitted and accepted as complete by the City if the following provisions apply:
 - a. For the initial or first phase of development, the type and intensity of use for a specific parcel or parcels, including at a minimum, the boundaries of the project and a subdivision plan that has been submitted for TRC approval and accepted as complete; or
 - b. For any subsequent phase of development, the submitted plan includes sufficient detail to show that implementation of the updated requirements of this section to that phase of development would require a material change in that phase of the plan.
3. *Plan Review Procedures.* Stormwater management approvals shall be reviewed separately by the Stormwater Program Manager or designee and may be reviewed concurrently with the City of Statesville Planning Department Technical Review Committee processes and procedures.

J. Stormwater Concept Plan

1. *When a Concept Plan is Required.* A concept plan is required for the following types of projects:
 - a. High density projects;
 - b. Projects disturbing five (5) or more acres of land;
 - c. Major subdivisions;
 - d. Conditional rezoning projects; and
 - e. Any site whose complexity or proximity to natural resources is deemed necessary by the Stormwater Program Manager.
2. *Concept Plan Consultation Meeting.* Prior to submitting a Stormwater Plan Application,

the applicant shall schedule a consultation with the Stormwater Program Manager. This consultation meeting may be held as part of a Planning Department/TRC Pre-Application Conference. The purpose of this meeting is to discuss the post-construction stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering commences. Local watershed plans, the Unified Development Ordinance, and other relevant resource protection plans shall be consulted in the discussion of the concept plan.

3. *Required Components of a Stormwater Concept Plan.* The applicant shall provide existing conditions based only on publicly available topography, hydrography, soils, land cover, flood zones that can be obtained from government websites or observed from aerial photography. Applicants are encouraged to also incorporate other information as may be available from their own records or upon request from NCDOT, adjacent property owners, etc. The concept plan shall include the following items:
 - a. Location and boundaries of perennial and intermittent streams, lakes, ponds, stream buffers and wetlands;
 - b. Soil survey map (if available);
 - c. Location of floodplain/floodway limits;
 - d. Relationship of site to upstream and downstream properties and drainages;
 - e. Proposed limits of clearing and grading;
 - f. Existing and proposed topography and proposed flow paths;
 - g. Location of existing and proposed roads, buildings, parking areas and other impervious surfaces, as well as any known existing utilities on the site;
 - h. Other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.) – to the extent this information is publicly available or can be observed from general site reconnaissance;
 - i. Preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings; and
 - j. A written or graphic concept plan of the proposed post-development stormwater management system, including preliminary selection and location of proposed SCMs and associated access corridors; low-impact design elements; location of existing and proposed conveyance systems.

K. Stormwater Plan Application Requirements

The stormwater management plan shall be prepared by a qualified registered North Carolina professional engineer and the engineer shall perform services only in their area of competence and shall be submitted electronically and shall include the following items:

1. *Narrative.* The narrative shall detail how post-development stormwater runoff will be controlled and managed. The narrative shall also verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete

applications, that the design and plans are sufficient to comply with applicable standards and ensure compliance with Section 8.05 and policies found in the Design Manual.

2. *Engineering Drawings.* The signed and sealed engineering drawings shall contain the following items:
 - a. Perennial and intermittent streams;
 - b. Mapping of predominant soils from soil surveys (if available);
 - c. Locations of floodplain/floodway limits;
 - d. Relationship of site to upstream and downstream properties and drainages;
 - e. Proposed limits of clearing and grading;
 - f. Existing and proposed topography and proposed flow paths;
 - g. Location of existing and proposed roads, buildings, parking areas and other impervious surfaces, as well as any known existing utilities on the site. All notes, plans, calculations and details pertinent to stormwater construction. It is recommended that plans are developed with coordinate geometry referenced to the NC Grid System, since electronic as-builts will later be required in this format;
 - h. Clear delineations and accounting for all existing and proposed BUA, specifying areas to be removed and any additional BUA requiring stormwater treatment;
 - i. Storm drainage easements, shall be shown on the plan sheets and labeled "Public Storm Drainage Easement" for all stormwater pipes and open conveyances which convey runoff from public rights-of-way; and
 - j. The locations of any jurisdictional wetlands and vegetated buffers on the development.
3. *Cost Estimate.* The construction cost estimate for each SCM shall be signed and sealed.
4. *Operation and Maintenance Agreement.* The operation and maintenance agreement shall include all SCM(s) and the drainage system on the development, shall be signed and notarized and shall meet all requirements in Sub-section P below.
5. *Stormwater Plan Review Fee.* The stormwater plan review fee shall be calculated as a standard fee per project plus an additional amount per acre of disturbance. Revisions to approved plans will incur the same fee schedule. If no revisions are required between grading only and full construction plans, then no additional stormwater fees shall be required. Fee schedule can be found on the Stormwater Plan Review website.

L. Stormwater Plan Application Review Process

1. *Initial Plan Review.* The Stormwater Program Manager, or designee, shall review each complete stormwater plan submittal and within thirty (30) days of receipt will either notify the applicant that it has been approved or provide written comments if the plan does not meet the criteria in Section 8.05.

2. *Subsequent Plan Reviews.* The Stormwater Program Manager, or designee, shall review revised plans and within fifteen (15) days of receipt, shall either notify the applicant that it has been approved or provide written comments if the plan does not meet the criteria in Section 8.05.
3. *Performance Securities.* Upon approval of the stormwater plan, the applicant shall submit a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement. The installation performance security shall be the total estimated construction cost of the SCM(s), plus fifty (50) percent plus \$2,500 for mobilization per SCM.
4. *Deed Restriction or Protective Covenants.* The approval of the stormwater plan shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future development and redevelopment maintains the site consistent with the approved project plans.
5. *Expiration of Stormwater Plan Approval.* Stormwater management plan approvals shall automatically expire two years from date of approval, and all activities pursuant to such approval thereafter shall be deemed in violation of this Code, when:
 - a. The applicant fails to satisfy any condition that was imposed as part of the original or revised approval of the development application, or that was made pursuant to the terms of any development agreement; or
 - b. The applicant fails to present a subsequent stormwater plan application within two years as required by this Code. If no time limit for satisfaction of conditions is specified in the original or revised approval of the development application, the time shall be presumed to be two years from the date of approval.
6. *Extensions.* Unless otherwise prohibited, the Stormwater Program Manager may approve a permit extension for a period not to exceed six months from the original date of expiration.

M. Variances from Stormwater Requirements

1. *Variances.* Any person may petition the Board of Adjustment for a variance granting permission to use the person's land in a manner otherwise prohibited by this section. To qualify for a variance, the petitioner shall show all of the following:
 - a. Unnecessary hardships would result from strict application of the stormwater requirements;
 - b. The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property;
 - c. The hardships did not result from actions taken by the petitioner; and
 - d. The requested variance is consistent with the spirit, purpose, and intent of this section; will secure public safety and welfare; and will preserve substantial justice.
2. *Board of Adjustment Action.* The Board of Adjustment may seek input from the City of

Statesville Stormwater Advisory Committee for variance requests. The Board of Adjustment may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

N. Revocation of Stormwater Plan Approvals

1. *Revocations.* If the Stormwater Program Manager determines that there are reasonable grounds for revocation of a stormwater management plan approval, the Stormwater Program Manager shall set a hearing before the final decision-maker. If the original approval being revoked was made by the Stormwater Program Manager, the hearing shall be conducted by the Board of Adjustment. All other revocations shall be reviewed by the City Council. If the City Council was the original decision-maker, the Council may, at its sole discretion, refer the proposed revocation to the Board of Adjustment for a recommendation prior to its action.
2. *Effect and Appeals.* Effects and appeals shall be handled as follows:
 - a. A decision to revoke a development permit shall become final fifteen (15) days after the date the decision is rendered, unless appealed. After the effective date of revocation, any activities continuing pursuant to the permit shall be deemed to be in violation of this Code; and
 - b. Written notice of appeal shall be filed with the Stormwater Program Manager no later than thirty (30) days after the date of the action. A meeting date shall be set for the Board of Adjustment within thirty (30) days of receipt of written notice of appeal, or as soon thereafter as is practicable.
3. *Additional Actions.* The City's right to revoke a development permit, as provided in this Section, shall be cumulative to any other remedy allowed by law.

O. As-built Plans and Final Approval

1. *Timing of As-built Submittal.* Upon completion of a project, and before a certificate of occupancy shall be granted and/or installation bonds released, the applicant shall provide certification by the engineer of record that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual as-built plans and calculations for all stormwater management facilities or practices after final construction is completed. As-built plans shall be submitted electronically with units in feet and based on NC State Plane coordinates.
2. *Required Components of As-built Submittal.* The as-built submittal shall include the following items:
 - a. Final grading from the development and the locations of all BUA on the sites as well as the total area of BUA installed;
 - b. The final design for all SCMs and stormwater drainage system components that includes field location, size, depth, and planted vegetation as installed;
 - c. Updated calculations based on the installed topography, BUA, SCMs, and stormwater drainage system; and

- d. A signed and sealed certification from the designer that the as-built SCMs and stormwater drainage system is in compliance with the approved stormwater management plans and designs and with the requirements of this Section.
3. *Final Inspection.* A final inspection and approval by the Stormwater Program Manager shall occur before the release of any performance securities.
4. *Other Permits.* No certificate of compliance or occupancy shall be issued by Iredell County without all aspects of this section being met and approval by the Stormwater Program Manager, except where multiple units are served by the stormwater practice or facilities, or where SCMs required by this section are being used for erosion control and a bond is in place for their conversion. In this case, Iredell County shall withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

P. Operation and Maintenance Requirements

1. *General Standards for Maintenance.* The owner of each SCM installed pursuant to this section shall maintain and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the SCM was designed.
2. *Agreement Requirements.* The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the SCM, and shall state the terms, conditions, and schedule of maintenance for the SCM. In addition, it shall grant to the City a right of entry in the event that the Stormwater Program Manager has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the SCM; however, in no case shall the right of entry, of itself, confer an obligation on the City to assume responsibility for the SCM.
3. *Approval of the Agreement.* The operation and maintenance agreement shall be approved by the Stormwater Program Manager prior to construction plan approval, shall be referenced upon the final plat, or any instrument of title recorded with the county Register of Deeds if there is no recorded plat, and shall be executed by all parties. The original signed and executed maintenance agreement shall be given to the Stormwater Program Manager before a certificate of occupancy will be issued. Property owner shall maintain a record of the operation and maintenance agreement. If unable to locate, owner may request a copy from the Stormwater Program Manager.
4. *Execution of the Agreement.* Prior to the conveyance or transfer of any lot or building site to be served by an SCM pursuant to this Ordinance, and prior to issuance of any permit for development or redevelopment requiring an SCM pursuant to this Ordinance, the applicant or owner of the site shall execute an operation and maintenance agreement that shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the SCM.
5. *Automatic Transference of the Agreement.* When property, sites, or lots served by the SCM, are transferred from the original owner or applicant to a new owner, the new owner shall become responsible for carrying out the provisions of the operation and maintenance agreement.
6. *Deed Recordation and Indications on Plat.* The applicable operation and maintenance agreement pertaining to every SCM shall be referenced on the final plat. If no subdivision plat is recorded for the site, then the operation and maintenance agreement shall be

referenced upon any instrument of title recorded with the county Register of Deeds so as to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

7. *Signage.* Where appropriate in the determination of the Stormwater Program Manager to assure compliance with this section, SCMs shall be posted with a conspicuous sign stating who is responsible for required maintenance and annual inspection. The sign shall be maintained so as to remain visible and legible.
8. *Nuisance.* The owner of each SCM or nonstructural BMP, shall maintain it so as not to create or result in a nuisance condition, as enumerated in Chapter 13 of the City's Code of Ordinances.
9. *Maintenance Easement.* All SCMs and associated maintenance accesses on privately owned land except for those located on single family residential lots shall be located in permanent recorded easements for adequate maintenance and repair. The easement shall be a minimum width of ten feet, shall not exceed 3:1 slopes, and extend from the nearest public right-of-way. The easement shall be permanently recorded with the SCM shown and labeled within the easement. The easement shall grant access to the City as the party responsible for enforcing the stormwater program.
10. *Special Requirement for Homeowners' and Other Associations.* For all SCMs required pursuant to this Ordinance and are to be, or are owned and maintained by, a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement shall include all of the following provisions:
 - a. Acknowledgment that the association shall continuously operate and maintain the stormwater control and management facilities.
 - b. Establishment of an escrow account, which can be spent solely on maintenance, repair, replacement, and reconstruction costs of the SCMs. If SCMs are not performing adequately or as intended or are not properly maintained, the City, in its sole discretion, may remedy the situation, and in such instances, the City shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the SCMs, provided that the City shall first consent to the expenditure.
 - c. Both developer contribution and annual sinking fund deposits shall fund the escrow account. The total sinking fund budget shall require ten (10) percent of the stormwater control project's original cost of construction within five (5) years following acceptance of the SCM by the City and shall be retained by the owner of the system. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to five (5) percent of the initial construction cost of the SCMs. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.
 - d. Requirement that the association is formed and the association bylaws are submitted to the City prior to the conveyance or transfer of any lot, unit, or building site. The Stormwater Program Manager will not approve the final plat until this requirement is met.

- e. Grant to the City a right of entry to inspect, monitor, maintain, repair, and reconstruct SCMs.
- f. Authorization for the City to recover from the association and its members any and all costs the City expends to maintain or repair the SCMs or to correct any operational deficiencies. Failure to pay the City all of its expended costs, after forty-five (45) days written notice, shall constitute a breach of the agreement. In the case of deficiency, the City shall thereafter be entitled to bring an action against the association and its members to pay or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- g. A statement that this agreement shall not obligate the City to maintain or repair any SCMs, and the City shall not be liable to any person for the condition or operation of SCMs.
- h. A statement that this agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
- i. A provision indemnifying and holding harmless the City for any costs and injuries arising from or related to the SCM, unless the City has agreed in writing to assume the maintenance responsibility for the SCM and has accepted dedication of any and all rights necessary to carry out that maintenance.

Q. Installation Performance Security

1. *Need for Security.* The City shall require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the SCMs are installed as required by the approved stormwater management plan.
2. *Amount of Security.* The amount of an installation performance security shall be the total estimated construction cost of the SCMs, or conversion cost if the SCM location is first being used for erosion control purposes, approved under the permit, plus fifty (50) percent plus \$2,500.00 for mobilization. The installation performance security is required to remain in effect until the City has inspected and approved all SCMs. Installation performance securities are required to be submitted to the City prior to issuance of any grading or building permits. Installation performance security amounts may be adjusted upon approval of the Stormwater Program Manager based on updated cost estimates for phased projects and/or where SCM construction is substantially complete but part of the contributory drainage area is still under an erosion control permit.
3. *Forfeiture Provisions.* The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or owner in accordance with this section, approvals issued pursuant to this section, or an operation and maintenance agreement established pursuant to this section.
4. *Default.* Upon default of the owner to construct, maintain, repair and, if necessary, reconstruct any SCM in accordance with the applicable permit or operation and

maintenance agreement, the Stormwater Program Manager shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the owner to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the City shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

5. *Costs in Excess of Performance Security.* If the City acts upon such failure by the applicant or owner, the City may collect from the applicant or owner the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.
6. *Refund.* Within sixty (60) days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25 percent) of landscaping installation and ongoing maintenance associated with the SCMs covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

R. Annual Maintenance Inspections

1. *Inspection Reports.* All inspection reports shall be on forms supplied by the Stormwater Program Manager. The first report shall be submitted to the Stormwater Program Manager one (1) year following the final approval date of the SCM and each year thereafter on or before the approval anniversary date.
2. *Maintenance of Records.* The owner of each SCM shall keep records of inspections, maintenance, and repairs for the most recent five years and shall submit the same upon reasonable request to the Stormwater Program Manager.
3. *Annual Maintenance Inspection.* The person responsible for maintenance of any SCM installed pursuant to this section shall submit to the Stormwater Program Manager an inspection report from a qualified registered North Carolina professional engineer or a qualified professional certified in the state of North Carolina for inspection and maintenance of SCMs. The inspection report shall contain all of the following:
 - a. The name and address of the landowner;
 - b. The recorded book and page number of the lot of each SCM;
 - c. A statement that an inspection was made of all SCMs;
 - d. The date the inspection was made;
 - e. A statement that all inspected SCMs are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this section if the SCM is judged to be in compliance;
 - f. An action plan for restoring any SCM that is found to be out of compliance;

- g. Digital photographs from the date of the inspection; and
 - h. The original signature and seal of the engineer or certification number of the qualified inspector.
4. *Major Issues with Outlet Structure or Dam Embankment.* Should any major issues related to the outlet structure or dam embankment be noted during the inspection, it shall be required to consult a qualified registered North Carolina professional engineer to assess the maintenance issue and design a signed and sealed repair plan.
 5. *City Inspections.* Inspections and inspection programs by City may be conducted or established on any reasonable basis, including but not limited to, routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in SCMs; and evaluating the condition of SCMs.
 6. *Owner Refusal of City Inspection.* If the owner or occupant of any property refuses to permit such inspection, the Stormwater Program Manager shall proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Stormwater Program Manager while carrying out his or her official duties.

S. Enforcement, Violations, and Remedies

1. *Authority to Enforce.* The provisions of this section shall be enforced by the Stormwater Program Manager, his or her designee, or any authorized agent of the City. Whenever this section refers to the Stormwater Program Manager, it includes his or her designee as well as any authorized agent of the City.
2. *Violation Unlawful.* Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this section, or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this section, is unlawful and shall constitute a violation of this section.
3. *Violations Continue.* Any violation of provisions existing on the effective date of this section shall continue to be a violation under this section and be subject to penalties and enforcement under this section unless the use, development, construction, or other activity complies with the provisions of this section.
4. *Each Day a Separate Offense.* Each day that a violation continues shall constitute a separate and distinct violation or offense.
5. *Responsible Persons/Entities.* Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, SCM, practice, or condition in violation of this section shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this section, or fails to take appropriate action, so that a violation of

this section results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs.

For the purposes of this article, the person(s) responsible shall include but not be limited to:

- a. An architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this section, or fails to take appropriate action, so that a violation of this section results or persists; or
 - b. The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, development or redevelopment of the property.
6. *Remedies and Penalties.* The remedies and penalties provided for violations of this section, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.
- a. *Withholding of certificate of occupancy.* Iredell County may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise addressed the violations described therein.
 - b. *Disapproval of subsequent permits and development approvals.* As long as a violation of this section continues and remains uncorrected, the Stormwater Program Manager or other authorized agent may withhold, and the City Planning Department or Stormwater Program Manager may disapprove, any request for permit or development approval or authorization provided for by this section or any other ordinance contained the City Code of Ordinances for the land on which the violation occurs.
 - c. *Injunction, abatements, etc.* The Stormwater Program Manager, with the written authorization of the City Manager may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction, order of abatement or other civil action to correct a violation of this section. Any person violating this section shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.
 - d. *Correction as public health nuisance, costs as lien, etc.* If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by G.S. 160A-193, the Stormwater Program Manager, with the written authorization of the City Manager may cause the violation to be corrected and the costs to be assessed as a lien against the property.
 - e. *Stop work order.* The Stormwater Program Manager may issue a stop work order to the person(s) violating this section. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

7. *Civil Penalties.* Violation of this Section may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within thirty (30) days after notice of the violation is issued by the Stormwater Program Manager. Civil penalties may be assessed up to the full amount of penalty to which City is subject for violations of its Phase II stormwater permit, or if no Phase II stormwater permit exists for the jurisdiction, civil penalties may be assessed up to the full amount allowed by law.
8. *Criminal Penalties.* Each violation of this section can be enforced as a misdemeanor pursuant to G.S. 14-4, subject to a maximum fine of \$500.00. (See Section 8.05 E.1.c.)
9. *Enforcement Procedures.* Enforcement procedures shall be as follows:
 - a. *Initiation/Complaint.* Whenever a violation of this section occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Stormwater Program Manager, who shall record the complaint. The complaint shall be investigated promptly by the Stormwater Program Manager.
 - b. *Inspection.* The Stormwater Program Manager shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this section.
 - c. *Notice of Violation and Order to Correct.* The issuance of a Notice of Violation and Order to Correct shall be handled as follows:
 - i. When the Stormwater Program Manager finds that any building, structure, or land is in violation of this section, the Stormwater Program Manager shall notify, in writing, the property owner or other person violating this section. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they shall be paid or be subject to collection as a debt.
 - ii. The Stormwater Program Manager may deliver the notice of violation and correction order personally, by the City of Statesville Police Department, Iredell County Sheriff's Department, by certified or registered mail, return receipt requested, or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.
 - iii. If a violation is not corrected within a reasonable period of time, as provided in the notification, the Stormwater Program Manager may take appropriate action under this section to correct and abate the violation and to ensure compliance with this section.
10. *Extension of Time.* A person who receives a notice of violation and correction order, or the owner of the land on which the violation occurs, may submit to the Stormwater Program Manager a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Stormwater Program Manager may extend the time limit as is

reasonably necessary to allow timely correction of the violation, up to, but not exceeding thirty (30) days. The Stormwater Program Manager may grant multiple 30-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this section. The Stormwater Program Manager may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction shall be made, after which the violator shall be subject to the penalties described in the notice of violation and correction order.

11. *Enforcement After Time to Correct.* After the time has expired to correct a violation, including any extension(s) if authorized by the Stormwater Program Manager, the Stormwater Program Manager shall determine if the violation is corrected. If the violation is not corrected, the Stormwater Program Manager may act to impose one (1) or more of the remedies and penalties authorized by this section.
12. *Emergency Enforcement.* If delay in correcting a violation would seriously threaten the effective enforcement of this section or pose an immediate danger to the public health, safety or welfare, then the Stormwater Program Manager may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Stormwater Program Manager may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

Article 6 DEVELOPMENT STANDARDS, SECTIONS 6.04 LANDSCAPE STANDARDS, E. GRADING STANDARDS FOR STREAM AND WETLAND PROTECTION

E. Grading Standards for Stream and Wetland Protection

1. For requirements regarding soil erosion, storm drainage control, retention and/or detention, contact the City of Statesville Stormwater Division.
2. An undisturbed, natural buffer shall be maintained along each perennial stream within the planning jurisdiction. The minimum buffer width shall be thirty (30) feet as measured from the top of bank on each side of the stream. Top of bank determination is to be generally consistent with the US Army Corps of Engineers "Ordinary High Water Mark" used in delineation of jurisdictional waters. In cases of conflicting interpretations, the applicant will have the option of providing a jurisdictional determination, including tops of stream banks, from an individual certified by NCDEQ as qualified for Surface Water Identification.

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the _____ day of _____, 2026.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the _____ day of _____, 2026, and upon motion of Council member _____, seconded by Council member _____, and unanimously carried, was adopted.

AYES:

NAYS:

This ordinance is to be in full force and effect from and after the 20th day of April, 2026.

CITY OF STATESVILLE

J. Douglas Hendrix, Mayor

APPROVED AS TO FORM

ATTEST:

Leah Gaines Messick, City Attorney

Emily Kurfees, City Clerk

(Seal)

ORDINANCE NO.

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE, ARTICLE 8 PUBLIC FACILITY REQUIREMENTS, SECTION 8.05 STORMWATER MANAGEMENT & SECTIONS 8.02, 8.03 AND ARTICLE 10 APPENDICIES

TA19-02

WHEREAS, the proposed text amendment change is a requirement mandated by the United States EPA and administered by the NCDEQ:

WHEREAS, The City's National Pollutant Discharge and Elimination System (NPDES)/Phase II stormwater permit requires that the City adopt a Post-Construction Stormwater Ordinance (PSOC):

WHEREAS, The term Manual of Practice referred to as design requirements under Public Facility Requirements is not a guide used by the City's Engineering Department

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Statesville that Article 8 Public Facility Requirements, Section 8.05 Stormwater Management, replaces the existing section in its entirety and Sections 8.02, 8.03 and Article 10 Appendices replace the term Manual of Practice with the following:

Section 8.05 - Stormwater Management

A. —General Provisions

Authority, References, and Usage

1. Authorities. The following authorities shall apply to Section 8.05:
 - a. The City Council of the City of Statesville, further referred to herein as "the City", is authorized to adopt this section pursuant to North Carolina law, including but not limited to, Article 14, Section 5 of the Constitution of North Carolina; G.S. 143-214.7 and rules promulgated by the environmental management commission thereunder; Session Law 2004-163, G.S. 160A-174 and 160A-185.;
 - b. The Stormwater Program Manager is authorized to determine the interpretation of this section. Any person may request an interpretation by submitting a written request to the Stormwater Program Manager, who shall respond in writing within thirty (30) business days. The Stormwater Program Manager shall keep on file a record of all written interpretations of this section and shall post these on the City's website; and
2. Any act authorized by this section to be carried out by the City or Stormwater Program Manager may be carried out by his or her designee. Role of the Stormwater Program Manager. In addition to the powers and duties that may be

conferred by other provisions of this section and other laws, the Stormwater Program Manager shall have the following powers and duties under this section:

- a. To assist in the review and approval, approval with conditions or disapproval plans pursuant to this section;
 - b. To make determinations and render interpretations of this section;
 - c. To establish application requirements and schedules for submittal and review of applications, to review and make recommendations to the Statesville City Council on applications for development or redevelopment approvals;
 - d. To enforce the provisions of this section in accordance with its enforcement provisions;
 - e. To maintain records, maps, forms and other official materials as they relate to the adoption, amendment, enforcement and administration of this section;
 - f. To provide expertise and technical assistance to the Statesville City Council upon request;
 - g. To designate appropriate other person(s) who shall carry out the powers and duties of the Stormwater Program Manager; and
 - h. To take any other action necessary to administer the provisions of this section.
3. Most Recent Editions. Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the City Stormwater Design Manual), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.
4. Calculation of Time. The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the City. References to days are calendar days unless otherwise stated.
5. Word Usage. The following provisions about usage shall apply:
- a. The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature;
 - b. Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows: The word "and" indicates that all connected items, conditions, provisions and events apply. The word "or" indicates that one (1) or more of the connected items, conditions, provisions or events apply;
 - c. Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa; and
 - d. In the event of a conflict or inconsistency between the text of this section and any heading, caption, figure, illustration, table, or map, the

text shall control.

6. [Other Ordinances and Rules.](#) This section is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this section are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety and welfare shall control.
7. [Easements and Other Agreements.](#) This section is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this section are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this section shall govern. Nothing in this section shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this section. In no case shall the City be obligated to enforce the provisions of any easements, covenants or agreements between private parties.
8. [If a Portion of this Section is Judged Invalid.](#) If the provisions of any subsection, paragraph, subdivision or clause of this section shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any subsection, paragraph, subdivision or clause of this section.
9. [Effective Date.](#) This Ordinance shall take effect on **XXX, X, XXXX**.

B. Findings

It is hereby determined that:

1. [Hydrologic Effects.](#) Development ~~and redevelopment alter~~ alters the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, ~~and~~ sediment transport and deposition, as well as reducing groundwater recharge;
2. [Pollution.](#) These changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment; ~~and~~.
3. [Managing Effects of Stormwater.](#) These effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from development sites.
4. [Federal Authority.](#) Further, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and Federal Phase II Stormwater Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to Federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt minimum stormwater controls such as those included in this section.
5. [City Response to Stormwater Runoff.](#) Therefore, the Statesville City Council establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of stormwater runoff and discharge.

C. Purpose

a. General

~~Purpose. Development shall be laid out to provide proper drainage of the area being developed, including facilities such as curb and gutter, catch basins, culverts, bridges and natural waterways. Drainage improvements shall accommodate potential runoff from the entire upstream drainage area and shall be designed to reduce or prevent increases in downstream flooding. Stormwater drainage systems shall be separate and independent of any sanitary sewer system whether public or private. The City shall require the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements to mitigate the impacts of the proposed development to achieve these purposes.~~

1. The purpose of this section is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint and point source pollution associated with new development and redevelopment. ~~It has been determined that proper management of construction-related and post-development stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety and general welfare; and protect water and aquatic resources.~~

b. Specific

2. Objectives. The stormwater management requirements seek to meet the general purpose through the following specific objectives and means:
 - a. ~~(1)~~—Establishing decision-making processes for development that protects the integrity of watersheds and preserves the health of water resources;
 - b. ~~(2)~~—Requiring that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable for the applicable design storms to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;
 - c. ~~(3)~~—Establishing minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
 - d. ~~(4)~~—Establishing design and review criteria for the construction, function, and use of structural Stormwater Control Measures (SCMs) that may be used to meet the minimum post-development stormwater management standards;
 - e. ~~(5)~~—Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of greenspace, riparian buffers and other conservation areas to the maximum extent practicable;
 - f. ~~(6)~~—Establishing provisions for the long-term responsibility for and maintenance of structural SCMs and nonstructural stormwater (Best Management Practices) (BMPs) to ensure that they continue to function as

designed, are maintained appropriately, and pose no threat to public safety;

- g. ~~(7)~~—Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to ~~assure~~ensure appropriate long-term maintenance;
- h. ~~(8)~~—Coordinating site design plans that include open space and natural areas with the City ~~of Statesville~~ Zoning Ordinance and establish riparian buffers;
- i. ~~(9)~~—Controlling erosion and sedimentation from construction activities; and
- j. ~~(10)~~—Assigning responsibility and processes for approving the creation and maintenance of adequate drainage and flood damage prevention measures.

D. Definitions

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise. All provisions, terms, phrases, and expressions contained in this section shall be construed according to the general and specific purposes set forth in Section 8.05. If a different or more specific meaning is given for a term defined elsewhere in the City's Code of Ordinances, the meaning and application of the term in this section shall control for purposes of application of this section.

Definitions marked with an asterisk (*) are as defined in 15A NCAC 02H .1000 – Stormwater Management.

1. As-built

A document to compare the designed stormwater control measure to the final specifications and provide details as actually constructed. As-builts reflect all changes made in the design plans and drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract and all relevant calculations.

~~1.2.~~ Built-upon area ~~Area~~ (BUA)

That portion of a development project that is covered by impervious or surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. For the purposes of implementing State or local government stormwater programs, none of the following surfaces shall be considered "built-upon area" or an impervious or partially impervious surface:

- a. A slatted deck;
- b. The water area of a swimming pool;
- c. A surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric;
- d. A trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour);

e. Landscaping material, including, but not limited to, buildings; pavement and gravel, mulch, sand, and vegetation, placed on areas such as roads, that receive pedestrian or bicycle traffic or on portions of driveways and parking lots, and paths; and recreation facilities such as tennis courts. "Built upon area" does not include a wooden slatted deck, the water area of a swimming pool, or areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle; and

a.f. Artificial turf, manufactured to allow water to drain through the backing of the turf, and installed according to the manufacturer's specifications over a pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving materials surface.

2.3. Department

The North Carolina Department of Environmental Quality. (NCDEQ).

3.4. Design Manual

A single document or manual or collection of documents and manuals referenced by the City containing policy, criteria, and information, including technical specifications and standards, for designing and operating ~~structural~~ SCMs and any conveyances, appurtenances, or other structures to or from the SCM. All references herein to the Design Manual are to the latest published edition or revision.

Development

Larger common plan of development or sale

5.

As defined in G.S. 143-214.7, any land-disturbing activity that increases the amount of BUA or that otherwise decreases the infiltration of precipitation into the subsoil. When additional development occurs at a site that has existing development, the BUA of the existing development shall not be included in the density calculations for additional stormwater control requirements, and stormwater control requirements cannot be applied retroactively to existing development, unless otherwise required by federal law.

6. Dispersed Flow*

Uniform shallow flow that is conveyed to a vegetated filter strip as defined in 15A NCAC 2H .1059, another vegetated area, or SCM. The purpose of "dispersed flow" is to remove pollutants through infiltration and settling, as well as to reduce erosion prior to stormwater reaching surface waters.

7. High Density Project*

A development project that exceeds the low density threshold for BUA.

8. Instrument of Title

Any recorded instrument that affects title or constitutes the chain of title to real property, including, but not limited to, all deeds, wills, estate documents evidencing transfer of title, plats, surveys, easements, rights-of-way, outstanding mortgages and deeds of trust, judicial orders or decrees, and documents evidencing intestate succession.

9. Larger Common Plan of Development or Sale

Any area where multiple, separate and distinct construction or land-disturbing activities will occur under one (1) plan. A plan is any announcement or piece of documentation (including but not limited to a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including but not limited to boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.

10. *#Low Density Project**

A development project that has less than 24 percent BUA for all residential and non-residential development.

11. *Minimum Design Criteria (MDC)**

The requirements set forth in 15A NCAC 02H .1050 for siting, site preparation, design and construction, and post-construction monitoring and evaluation necessary for the City to issue stormwater permits that comply with State water quality standards.

12. *Non-erosive Velocity**

The flow rate of water, usually measured in feet per second that does not exceed the maximum permissible velocity for the condition and type of soil and groundcover over which the water is flowing. Erosion occurs when the maximum permissible velocity is exceeded.

4-13. *N-year, 24-hour storm Storm**

A rainfall event with a 24-hour duration, having a total precipitation that is expected to be equaled or exceeded, on average, once in n times during a 12-month period.

5-14. *Owner*

The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of "owner" under another description in this definition, such as a management entity.

15. *Primary SCM**

A wet pond, stormwater wetland, infiltration system, sand filter, bioretention cell, permeable pavement, green roof, rainwater harvesting, or an approved new stormwater technology that is designed, constructed and maintained in accordance with the MDC.

16. *Project**

The proposed development activity for which an applicant is seeking a stormwater permit from the City. "Project" shall exclude any land adjacent to the area

disturbed by the project that has been counted as pervious by any other development regulated under a federal, State, or local stormwater regulation. Owners and developers of large developments consisting of many linked projects may consider developing a master plan that illustrates how each project fits into the design of the large development.

— 6.17. Redevelopment

Any development on previously developed land. As defined in G.S. 143-214.7, any land-disturbing activity on previously developed land that does not result in a net increase in BUA and that provides greater or equal stormwater control to that of the previous development.

For purposes of Section 8.05 of this ordinance, a rebuilding activity that results in no net increase in ~~built-upon area~~ BUA and provides equal or greater stormwater control than the previous development is exempt from requirements related to redevelopment.

7.18. Riparian

Of or pertaining to the landscape interface between an upland area and a flowing surface water body. Riparian areas exhibit their own significance in geography, particularly ecology and hydrology, which are significantly influenced by its relationship with the surface water body.

8.19. Sheet Flow

Conveyance of surface water or runoff at a depth significantly less than the width of the flow path on which it flows. Sheet flow is maintained until the flow begins to concentrate into rills or micro-channels. The purpose for sheet flow in regards to this Ordinance is that sheet flow maintains a lower energy and higher surface area of contact with the flow path than concentrated flow.

20. Secondary SCM*

An SCM that does not achieve the annual reduction of Total Suspended Solids (TSS) of a "Primary SCM" but may be used in a treatment train with a primary SCM or other Secondary SCMs to provide pre-treatment, hydraulic benefits, or a portion of the required TSS removal.

9.21. Stormwater Control Measure (SCM)*

A ~~physical permanent structural~~ device designed ~~to trap, settle out, or filter, constructed, and maintained to remove~~ pollutants from stormwater runoff; ~~to alter or reduce by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater runoff velocity, amount, timing, or other characteristics, or a combination thereof;~~ to approximate the pre-development hydrology on a developed site; or to achieve any combination of these goals. ~~Structural SCM includes~~ SCMs include physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales, and other methods installed or created on real property. "Structural SCM" is synonymous with "structural practice," "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "structural stormwater treatment systems," and similar terms used in this Ordinance.

22. Vegetated Buffer

An undisturbed area of natural or established vegetation adjacent to surface

waters, through which stormwater runoff flows in a diffuse manner to protect surface waters from degradation due to development activities.

23. *Vegetated Conveyance**

A permanent, designed waterway lined with vegetation that is used to convey stormwater runoff at a non-erosive velocity within or away from a developed area.

E. Applicability and Jurisdiction

~~e. Applicability~~

~~1. Beginning with and subsequent to the effective date of this ordinance revision, this section shall be applicable to all development and redevelopment, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to subsection (b) of this section, Applicability. Section 8.05 shall apply to development projects and major modifications of development projects for residential, commercial, industrial, or institutional use that:~~

~~a. Are subject to one (1) or more of the post-construction stormwater management programs listed in 15A NCAC 02H .1001;~~

~~b. Are submitted for review on or after the effective date of this ordinance revision;~~

~~Are Exemptions:~~

~~Development or redevelopment that cumulatively disturbs more than 1 acre, or adds 20,000 square feet or more of impervious cover, and/or is part of a larger common plan of development or sale that cumulatively disturbs more than 1 acre or adds 20,000 square feet or more of impervious cover shall comply with the provisions of this Ordinance and the Standards set forth within this Section 8.05-C, Standards.~~

~~Development and redevelopment that disturb less than the stated area threshold are not exempt if such activities are part of a larger common plan of development or sale that exceeds the area threshold, even though multiple, separate or distinct activities take place at different times on different schedules.~~

~~For redevelopment, increased stormwater controls shall only be required for the amount of impervious surface being created that exceeds the amount of impervious surface which existed before the redevelopment.~~

~~d. Exemptions~~

~~Activities that are exempt from permit requirements of Section 404 of the federal Clean Water Act as specified in 40 CFR 232 (primarily, non-point source agricultural and ongoing farming and forestry activities) are exempt from the provisions of within this Section 8.05 of the Statesville UDO.~~

~~e. No Development or Redevelopment Until Compliance and Permit~~

~~No development or redevelopment shall occur except in compliance with the provisions of this Ordinance or unless exempted. No development or redevelopment for which a permit is required pursuant to this Ordinance shall occur except in compliance with the provisions,~~

conditions, and limitations of the permit.

f.—Map

~~a-c.~~ The provisions of this Ordinance shall apply within the areas designated on the map titled City of Statesville Zoning Map, both within the City limits and within the Extra-Territorial Jurisdictional areas—;

d. Cumulatively disturbs one (1) acre or more, or adds twenty thousand (20,000) square feet or more of BUA, or is part of a larger common plan of development or sale that cumulatively disturbs one (1) acre or more or adds twenty thousand (20,000) square feet or more of BUA; and

e. Are not exempt pursuant to Item 3 below.

2. Redevelopment. For redevelopment, increased stormwater controls shall only be required for the amount of BUA being added that exceeds the amount of BUA which existed before the redevelopment.

3. Exemptions. Activities that are exempt from Section 8.05 include: _____

a. Activities that are exempt from Section 404 of the federal Clean Water Act as specified in 40 CFR 23, including land management activities associated with agriculture or silviculture;

b. Activities of the North Carolina Department of Transportation (NCDOT) that are regulated in accordance with the provisions of NPDES Permit Number NCS000250;

c. Development activities that have already received a permit from the City of Statesville. These activities shall follow their existing permit conditions;

d. Airport facilities that are deemed permitted in accordance with G.S. 143-214.7(c4);

e. Redevelopment that does not result in a net increase in BUA;

f. Linear transportation projects undertaken by an entity other than the NCDOT when:

i. The project is constructed to NCDOT standards and is in accordance with the NCDOT Stormwater Best Management Practices Toolbox;

ii. Upon completion, the project will be conveyed either to the NCDOT or another public entity and will be regulated in accordance with that entity's NPDES MS4 stormwater permit; and

iii. The project is not part of a common plan of development.

4.4. Disputes Over Applicability. In the event of a dispute, the applicability of this Ordinance to a particular area of land or SCM shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

~~6.—~~ Interpretation.

a.—Meaning and Intent

All provisions, terms, phrases, and expressions contained in this section shall be construed according to the general and specific purposes set forth in Section 8.05, A.3., Purpose. If a different or more specific meaning is given for a term defined elsewhere in the City of Statesville's Code of Ordinances, the meaning and application of the term in this section shall control for purposes of application of this section.

b. ~~Text Controls in Event of Conflict~~

E. Stormwater Design Manual

~~b.a. Basis of Decisions. In the event of a conflict or inconsistency between the text of this section and any heading, caption, figure, illustration, table, or map, the text shall control.~~

e. ~~Authority for Interpretation~~

~~The Stormwater Program Manager has authority to determine the interpretation of this section. Any person may request an interpretation by submitting a written request to the Stormwater Program Manager, who shall respond in writing within thirty (30) business days. The Stormwater Program Manager shall keep on file a record of all written interpretations of this section and shall post these on the City's website.~~

d. ~~References to Statutes, Regulations, and Documents~~

~~Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the City of Statesville Stormwater Design Manual), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.~~

e. ~~Computation of Time~~

~~6.1. The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City of Statesville, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the City of Statesville. References to days are calendar days unless otherwise stated.~~

f. ~~Delegation of Authority~~

~~Any act authorized by this section to be carried out by the Stormwater Program Manager of the City of Statesville may be carried out by his or her designee.~~

g. ~~Usage~~

~~(1) Mandatory and discretionary terms. The words "shall," "must," and "will" are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The words "may" and "should" are permissive in nature.~~

~~(2) Conjunctions. Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows: The word "and" indicates that all connected items, conditions, provisions and events apply. The word "or" indicates that one (1) or more of the connected items, conditions, provisions or events apply.~~

~~(3) *Tense, plurals and gender.* Words used in the present tense include the future tense. Words used in the singular number include the plural number and the plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.~~

~~h. *Measurement and Computation*~~

~~—Computation of lot area refers to the amount of horizontal land area contained inside the lot lines of a lot or site based on coordinate geometry of horizontal projection.~~

~~7. *Stormwater Design Manual*~~

~~a. *Reference to Design Manuals*~~

- ~~1. The Stormwater Program Manager shall use the policy, criteria, and information, including technical specifications and standards, in the Design Manual as the basis for decisions about stormwater permits and about the design, implementation and performance of structural SCMs and nonstructural stormwater SCMsBMPs.~~
- ~~2. *Design Practices and Criteria.* The Design Manual includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Phase II laws.~~
- ~~3. *Relevance of Other Manuals.* The Design Manual may consist of one (1) or several acceptable manuals or documents determined by the Stormwater Program Manager. The Stormwater Program Manager may add or remove manuals or documents from reference at their discretion in order to meet this section of the Statesville UDO and Phase II laws. As of the effective date of this Section 8.05 revision, Design Manual shall refer to both the City of Statesville Stormwater Design Manual and the North Carolina Department of Environmental QualityNCDEQ Stormwater Design Manual. Links to the documents for the effective Design Manuals will be posted on the City's website.~~

~~b. *Relationship of Design Manual to Other Laws and Regulations*~~

- ~~4. *Evaluation of SCMs.* All SCMs and stormwater treatment required under this section shall be evaluated by the Stormwater Program Manager according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice, in the *Design Manual*. The Stormwater Program Manager shall determine whether proposed SCMs will be adequate to meet the requirements of this section.~~
- ~~5. *Determination of Adequacy.* Stormwater treatment practices that are designed, constructed and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this section. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with~~

the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this section. The Stormwater Program Manager may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Program Manager to determine whether such an affirmative showing is made.

- 4-6. *If Design Manual is More Restrictive.* If the specifications or guidelines of the Design Manual are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the Design Manual.

~~e.~~ Changes to Standards and Specification

- 5-7. *Updates to Design Manual During Plan Review.* If the standards, specifications, guidelines, policies, criteria, or other information in the Design Manual are amended subsequent to the submittal of an application for approval pursuant to this section but prior to approval, the information applicable at the date of the submittal shall control and shall be utilized in reviewing the application and in implementing this section with regard to the application.

~~d.~~ Amendments/Updates to Design Manuals

- 6-8. *Manual.* The Design Manual may be updated and expanded from time to time, based on advancements in technology and engineering, improved knowledge of local conditions, or local monitoring or maintenance experience. NC DEQ/NCDEQ regularly updates portions of their manual and offers a service for notifications of updates. Notices of updates to the City manual will be posted on the City website.

~~8.~~ Relationship to Other Laws, Regulations and Private Agreements

~~a.~~ Conflict of Laws

F. Stormwater Design Requirements

The following stormwater design requirements are in accordance with 15A NCAC 02H – Section 1000.

1. *Calculation of Project Density.* The following procedures shall be used to calculate project density:
 - a. Project density shall be calculated as the total BUA divided by the total project area. Computation of lot area refers to the amount of horizontal land area contained inside the lot lines of a lot or site based on coordinate geometry of horizontal projection;
 - b. A project with existing development may use the calculation method listed above in 1.a or shall have the option of calculating project density as the difference of total BUA minus existing BUA divided by the difference of total project area minus existing BUA; and
 - c. On a case-by-case basis as determined by the City during application review, projects may be considered to have both high and low density areas based on one (1) or more of the following criteria:

- i. Natural drainage area boundaries;
- ii. Variations in land use throughout the project; or
- iii. Construction phasing.

2. Low Density Projects. The following design standards shall apply to low density projects:

- a. A project is considered low density when the drainage area contains less than 24 percent BUA for all residential and non-residential development;
- b. Projects shall be designed to maximize dispersed flow through vegetated areas and minimize channelization of flow;
- c. Stormwater runoff that cannot be released as dispersed flow shall be transported from the development by vegetated conveyances to the maximum extent practicable. A minimal amount of non-vegetated conveyances for erosion protection or piping for driveways or culverts under a road shall be allowed by the City when it cannot be avoided. Vegetated conveyances shall meet the following requirements:
 - i. Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to the City that the soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and
 - ii. The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm as demonstrated by engineering calculations.
- d. Low density projects may use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:
 - i. The curb outlets shall be designed such that the swale or vegetated area can carry the peak flow from the 10-year storm at a non-erosive velocity;
 - ii. The longitudinal slope of the swale or vegetated area shall not exceed five percent, except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided;
 - iii. The swale's cross-section shall be trapezoidal with a minimum bottom width of two feet;
 - iv. The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical); and
 - v. The minimum length of the swale or vegetated area shall be one hundred (100) feet.

3. High Density Projects. The following standards shall apply to high density projects:

- a. A project is considered high density when the project equals or exceeds 24 percent BUA; and

- b. High density projects shall include primary SCMs that meet the following requirements:
 - i. SCMs shall control and treat runoff from the first inch of rain;
 - ii. Minimum design criteria for SCMs shall be in accordance with 15A NCAC 02H .1050 through .1062 and the Design Manual; and
 - iii. The peak rate of flow from the new development shall not exceed the peak rate of flow that existed prior to the new development for the 2-year, 10-year, and 25-year, 24-hour storm events.

4. City Authority to Approve Alternative Designs. The City shall have the option to approve projects that do not comply with all of the provisions on a case-by-case basis as follows:

- a. If the alternative design pertains to an SCM design that does not meet all of the MDC, then the applicant shall provide technical justification based on engineering calculations and the results of research studies showing that the proposed design provides equal or better stormwater control and equal or better protection of waters of the State than the requirements of this section and that it shall function in perpetuity. The City shall have the option to require compliance with the MDC in the event that the alternative SCM design fails; or
- b. If the variation pertains to other aspects of the project, then the applicant shall demonstrate that the project provides equal or better stormwater control and equal or better protection of waters of the State than the requirements of this section.

G. Vegetated Buffers

1. Before High Rock Lake Buffer Rule Implementation. Prior to the implementation of 15A NCAC 02B .0764 High Rock Lake Nutrient Strategy: Protecting Existing Riparian Buffers,

all BUA shall be a minimum of thirty (30) feet landward of all perennial and intermittent surface waters. The vegetated buffer shall meet the following requirements:

- a. The width of a vegetated buffer shall be measured horizontally from the normal pool elevation of impounded structures, from the top of bank of each side of streams or rivers. Top of bank determination is to be generally consistent with the US Army Corps of Engineers "Ordinary High Water Mark" used in delineation of jurisdictional waters. In cases of conflicting interpretations by the Stormwater Program Manager and the applicant, the applicant will have the option of providing a jurisdictional determination, including tops of stream banks, from an individual certified by NCDEQ as qualified for Surface Water Identification;-
- b. No land-disturbing activities shall take place within a vegetated buffer, except for required streets and associated facilities, utility mains and easements, and/or greenways and pedestrian paths. Roads and golf courses may cross a buffer, provided they do not cross at an angle of less than sixty (60) degrees; and
- c. SCMs, fill slopes, and outlet structures shall be located a minimum of thirty

(30) feet landward of all perennial and intermittent surface waters.

2. After High Rock Lake Buffer Rule Implementation. Following the implementation of 15NCAC 02B.0764, protected riparian buffers shall be in place and consist of two zones as follows:

a. Zone 1 shall consist of a 30-foot vegetated area that is undisturbed that shall be measured as follows:

- i. For streams, Zone 1 shall begin at the most landward limit of the top of bank or the rooted herbaceous vegetation and extend landward a distance of thirty (30) feet on all sides of the stream, measured horizontally (where an intermittent or perennial stream begins or ends, including when it goes underground, enters or exits a culvert, or enters or exits a wetland, the required distance shall be measured as a radius around the beginning or the end); and
- ii. For ponds, lakes and reservoirs subject to this Rule, Zone 1 shall begin at the normal water level and extend landward a distance of thirty (30) feet, measured horizontally.

b. Zone 2 shall consist of a stable, vegetated area that is undisturbed except for uses deemed allowable within 15A NCAC 02B .0764. Grading and revegetating in Zone 2 is allowed provided that the health of the vegetation in Zone 1 is not compromised. Zone 2 shall begin at the outer edge of Zone 1 and extend landward twenty (20) feet as measured horizontally. The combined width of Zones 1 and 2 shall be fifty (50) feet on all sides of the surface water; and

c. All other requirements of 15A NCAC 02B .0764 shall be met.

H. Stormwater Plan Timing and Phasing

~~7.1. Timing of Stormwater Plan Application. Design plans and calculations for the stormwater facilities shall be provided as part of the subdivision construction plans and site plan review submission. This section is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this section are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety and welfare shall control.~~

b. Private Agreements

~~This section is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this section are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this section shall govern. Nothing in this section shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this section. In no case shall City of Statesville be obligated to enforce the provisions of any easements, covenants or agreements between private parties.~~

9. Severability

~~8.1. If the provisions of any subsection, paragraph, subdivision or clause of this section shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any subsection, paragraph, subdivision or clause of this section.~~

~~10. Effective Date and Transitional Provisions~~

~~a. Effective Date~~

~~This Ordinance shall take effect on July 1, 2019.~~

~~b. Final Approvals, Complete Applications~~

~~1. All development and redevelopment projects for which complete and full applications were submitted and accepted as complete by the City of Statesville prior to the effective date of this section shall be exempt from complying with all provisions of this updated Section 8.05, but shall be subject to the Section 8.05 ordinance provisions in place when the application was submitted.~~

~~1.2. *Phased Development Plan.* A phased development plan shall be reviewed and approved under the Section 8.05 ordinance provisions in place at the time the plan is submitted and accepted as complete by the City of Statesville if the following provisions apply:~~

- ~~a. (1) For the initial or first phase of development, the type and intensity of use for a specific parcel or parcels, including at a minimum, the boundaries of the project and a subdivision plan that has been submitted for TRC approval and accepted as complete; or~~
- ~~b. (2) For any subsequent phase of development, the submitted plan includes sufficient detail to show that implementation of the updated requirements of this section to that phase of development would require a material change in that phase of the plan.~~

~~e. Violations Continue~~

~~Any violation of provisions existing on the effective date of this section shall continue to be a violation under this section and be subject to penalties and enforcement under this section unless the use, development, construction, or other activity complies with the provisions of this section.~~

~~B. Administration and Review~~

~~1. Review and Decision Making Entities – Stormwater Program Manager~~

~~a. Designation~~

~~A Stormwater Program Manager shall be designated by the Statesville City Council to administer and enforce this section.~~

~~b. Powers and Duties~~

~~9.1. In addition to the powers and duties that may be conferred by other provisions of this section and other laws, the Stormwater Program Manager shall have the following powers and duties under this section:~~

- ~~(1) To assist in the review and approval, approval with conditions or disapproval plans pursuant to this section.~~
- ~~(2) To make determinations and render interpretations of this section.~~
- ~~(3) To establish application requirements and schedules for submittal and review of applications, to review and make recommendations to the Statesville City Council on applications for development or redevelopment approvals.~~
- ~~(4) To enforce the provisions of this section in accordance with its enforcement provisions.~~
- ~~(5) To maintain records, maps, forms and other official materials as they relate to the adoption, amendment, enforcement and administration of this section.~~
- ~~(6) To provide expertise and technical assistance to the Statesville City Council upon request.~~
- ~~(7) To designate appropriate other person(s) who shall carry out the powers and duties of the Stormwater Program Manager.~~

~~a. (8) Plan To take any other action necessary to administer the provisions of this section.~~

2. *Review Procedures*

Stormwater management approvals are issued as part of ~~shall be reviewed separately by the Stormwater Program Manager or designee and may be reviewed concurrently with~~ the City of Statesville Planning Department Technical Review Committee processes and procedures.

3. *Applications for Approval*

a.

I. **Stormwater Concept Plan**
and

1. When a Concept Plan is Required. A concept plan is required for the following types of projects:

- a. High density projects;
 - b. Projects disturbing five (5) or more acres of land;
 - c. Major subdivisions;
 - d. Conditional rezoning projects; and
 - e. Any site whose complexity or proximity to natural resources is deemed necessary by the Stormwater Program Manager.

Concept Plan Consultation Meeting

~~4.2. Before a stormwater management permit application is deemed complete, the developer. Prior to submitting a Stormwater Plan Application, the applicant shall schedule a consultation with the Stormwater Program Manager on a concept plan for the post-construction stormwater management system to be utilized in the proposed development project.~~ This consultation meeting may be ~~done~~ held as part of a Planning Department/TRC Pre-Application Conference. The purpose of this meeting is to discuss the post-construction stormwater management

measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering ~~is commenced~~commences. Local watershed plans, the Unified Development Ordinance, and other relevant resource protection plans ~~should~~shall be consulted in the discussion of the concept plan.

~~To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance~~Required Components of the meeting:

~~(1) Existing Conditions / Proposed Site Plans~~

~~2.3. Existing conditions and proposed site layout sketch plans, which illustrate at a minimum:~~Stormwater Concept Plan. The applicant shall provide existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces, as well as any known existing utilities on the site. Information requirements for existing conditions are limited to ~~conditions based only on~~ publicly available topography, hydrography, soils, land cover, flood zones, ~~which that~~ can be obtained from government websites or observed from aerial photography. ~~Applicant is~~Applicants are encouraged to also incorporate other information as may be available from their own records or upon request from NCDOT, adjacent property owners, etc. The concept plan shall include the following items:

~~(2) Natural Resources Inventory~~

- ~~a.~~ A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and otherLocation and boundaries of perennial and intermittent streams, lakes, ponds, stream buffers and wetlands;
- ~~b.~~ Soil survey map (if available);
- ~~c.~~ Location of floodplain/floodway limits;
- ~~d.~~ Relationship of site to upstream and downstream properties and drainages;
- ~~e.~~ Proposed limits of clearing and grading;
- ~~f.~~ Existing and proposed topography and proposed flow paths;
- ~~g.~~ Location of existing and proposed roads, buildings, parking areas and other impervious surfaces, as well as any known existing utilities on the site;
- ~~a.h.~~ Other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.) – to the extent this information is publicly available or can be observed from general site reconnaissance. Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development and stormwater management;

(3) Stormwater Management System Concept Plan

- i. Preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings; and
- b.j. A written or graphic concept plan of the proposed post-development stormwater management system. ~~Suggested information includes the following: including preliminary selection and location of proposed structural stormwater controls~~SCMs and associated access corridors; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

b. K. Stormwater Management Plan for TRC Approval Application Requirements

~~The stormwater management plan submitted for TRC approval shall detail how post-development stormwater runoff will be controlled and managed and how the proposed project will meet the standards requirements of the Section of the Statesville UDO. Plans should include clear delineations and accounting for all existing and proposed impervious areas, specifying areas to be removed and any additional impervious areas requiring stormwater treatment. All such plans~~ The stormwater management plan shall be prepared by a qualified registered North Carolina professional engineer and the engineer shall perform services only in their area of competence, ~~and shall~~ and shall be submitted electronically and shall include the following items:

1. Narrative. The narrative shall detail how post-development stormwater runoff will be controlled and managed. The narrative shall also verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the design and plans are sufficient to comply with applicable standards and ensure compliance with ~~this Section of the Statesville UDO~~ 8.05 and policies found in the Design Manual.
2. Engineering Drawings. The signed and sealed engineering drawings shall contain the following items:
 - a. Perennial and intermittent streams;
 - b. Mapping of predominant soils from soil surveys (if available);
 - c. Locations of floodplain/floodway limits;
 - d. Relationship of site to upstream and downstream properties and drainages;
 - e. Proposed limits of clearing and grading;
 - f. Existing and proposed topography and proposed flow paths;
 - g. Location of existing and proposed roads, buildings, parking areas and other impervious surfaces, as well as any known existing utilities on the site. All notes, plans, calculations and details pertinent to stormwater construction. It is recommended that plans are developed with coordinate geometry referenced to the NC Grid System, since electronic as-builts will later be required in this format;

- h. Clear delineations and accounting for all existing and proposed BUA, specifying areas to be removed and any additional BUA requiring stormwater treatment;
 - a.i. Storm drainage easements, to be dedicated to the City of Statesville, shall be shown on the plan sheets and labeled "Public Storm Drainage Easement" for all stormwater pipes and open conveyances which convey runoff from public rights-of-way. It is recommended that plans submitted for TRC approval be developed with coordinate geometry referenced to the NC Grid System, since electronic as-builts will later be required in this format; and
 - j. Any changes to The locations of any jurisdictional wetlands and vegetated buffers on the plans made subsequent to TRC approval, which affect development.
3. Cost Estimate. The construction cost estimate for each SCM shall be signed and sealed.
 4. Operation and Maintenance Agreement. The operation and maintenance agreement shall include all SCM(s) and the storm drainage conveyance and/or any SCMs, must be re-submitted to system on the City of Statesville for development, shall be signed and notarized and shall meet all requirements in Sub-section P below.
 5. Stormwater Plan Review Fee. The stormwater plan review fee shall be calculated as a standard fee per project plus an additional amount per acre of disturbance. Revisions to approved plans will incur the same fee schedule. If no revisions are required between grading only and full construction plans, then no additional stormwater fees shall be required. Fee schedule can be found on the Stormwater Plan Review website.

L. Stormwater Plan Application Review Process

1. Initial Plan Review. The Stormwater Program Manager, or designee, shall review each complete stormwater plan submittal and within thirty (30) days of receipt will either notify the applicant that it has been approved or provide written comments if the plan does not meet the criteria in Section 8.05.
2. Subsequent Plan Reviews. The Stormwater Program Manager, or designee, shall review revised plans and within fifteen (15) days of receipt, shall either notify the applicant that it has been approved or provide written comments if the plan does not meet the criteria in Section 8.05.
3. Performance Securities. Upon approval of the stormwater plan, the applicant shall submit a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement. The installation performance security shall be the total estimated construction cost of the SCM(s), plus fifty (50) percent plus \$2,500 for mobilization per SCM.
- 1.4. Deed Restriction or Protective Covenants. The approval of the changes-stormwater plan shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future development and redevelopment maintains the site consistent with the approved project plans.
5. Expiration of Stormwater Plan Approval. Stormwater management plan approvals shall automatically expire two years from date of approval, and all activities pursuant to such approval thereafter shall be deemed in violation of this Code, when:

- a. The applicant fails to satisfy any condition that was imposed as part of the original or revised approval of the development application, or that was made pursuant to the terms of any development agreement; or
 - b. The applicant fails to present a subsequent stormwater plan application within two years as required by this Code. If no time limit for satisfaction of conditions is specified in the original or revised approval of the development application, the time shall be presumed to be two years from the date of approval.
6. Extensions. Unless otherwise prohibited, the Stormwater Program Manager may approve a permit extension for a period not to exceed six months from the original date of expiration.

M. Variances from Stormwater Requirements

- 1. Variances. Any person may petition the Board of Adjustment for a variance granting permission to use the person's land in a manner otherwise prohibited by this section. To qualify for a variance, the petitioner shall show all of the following:
 - a. Unnecessary hardships would result from strict application of the stormwater requirements;
 - b. The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property;
 - c. The hardships did not result from actions taken by the petitioner; and
 - d. The requested variance is consistent with the spirit, purpose, and intent of this section; will secure public safety and welfare; and will preserve substantial justice.
- 2. Board of Adjustment Action. The Board of Adjustment may seek input from the City of Statesville Stormwater Advisory Committee for variance requests. The Board of Adjustment may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

N. Revocation of Stormwater Plan Approvals

- 1. Revocations. If the Stormwater Program Manager determines that there are reasonable grounds for revocation of a stormwater management plan approval, the Stormwater Program Manager shall set a hearing before the final decision-maker. If the original approval being revoked was made by the Stormwater Program Manager, the hearing shall be conducted by the Board of Adjustment. All other revocations shall be reviewed by the City Council. If the City Council was the original decision-maker, the Council may, at its sole discretion, refer the proposed revocation to the Board of Adjustment for a recommendation prior to its action.
- 2. Effect and Appeals. Effects and appeals shall be handled as follows:
 - a. A decision to revoke a development permit shall become final fifteen (15) days after the date the decision is rendered, unless appealed. After the effective date of revocation, any activities continuing pursuant to the permit shall be deemed to be in violation of this Code; and
 - b. Written notice of appeal shall be filed with the Stormwater Program Manager

no later than thirty (30) days after the date of the action. A meeting date shall be set for the Board of Adjustment within thirty (30) days of receipt of written notice of appeal, or as soon thereafter as is practicable.

3. Additional Actions. The City's right to revoke a development permit, as provided in this Section, shall be cumulative to any other remedy allowed by law.

O. As-Built Plans and Final Approval

1. Timing of As-built Submittal. Upon completion of a project, and before a certificate of occupancy shall be granted and/or installation bonds released, the applicant shall provide certification by the engineer of record that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual "as-built" plans and calculations for all stormwater management facilities or practices after final construction is completed. ~~Electronic versions of the "as-built" plans shall accompany any hardcopy submittal of plans, be submitted electronically~~ with units in feet and based on NC State Plane coordinates.
2. Required Components of As-built Submittal. The ~~plans~~ as-built submittal shall ~~show~~ include the following items:
 - a. Final grading from the development and the locations of all BUA on the sites as well as the total area of BUA installed;
 - b. The final design specifications for all SCMs and stormwater management facilities and practices and the drainage system components that includes field location, size, depth, and planted vegetation of all measures, controls as installed;
 - c. Updated calculations based on the installed topography, BUA, SCMs, and devices, as installed. The impervious area for the site must be noted on the plans. The designer of the stormwater management measures drainage system; and plans shall certify, under seal,
 - d. A signed and sealed certification from the designer that the as-built SCMs and stormwater measures, controls, and devices are drainage system is in compliance with the approved stormwater management plans and designs and with the requirements of this Section.
- 2.3. Final Inspection. A final inspection and approval by the Stormwater Program Manager shall occur before the release of any performance securities.

d. Other Permits

- 3.4. No certificate of compliance or occupancy shall be issued by Iredell County without all aspects of this section being met and approval by the Stormwater Program Manager, except where multiple units are served by the stormwater practice or facilities, or where stormwater control measures SCMs required by this section are being utilized used for erosion control and a bond is in place for their conversion in which. In this case, Iredell County will shall withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

C. Standards

1. General Standards

All development ~~P. Operation~~ and redevelopment to which this section applies shall comply with the standards of this section.

Stormwater runoff from the development shall be transported from the development by vegetated conveyances to the maximum extent practicable.

2. Development Standards

This section shall be applicable to all development and redevelopment, pursuant to A.4.a, Applicability, unless exempt pursuant to a.4.b, Exemptions.

~~Development shall be laid out to provide proper drainage of the area being developed, including facilities such as curb and gutter, catch basins, culverts, bridges and natural waterways. Drainage improvements shall accommodate potential runoff from the entire upstream drainage area and shall be designed to reduce or prevent increases in downstream flooding. Stormwater drainage systems shall be separate and independent of any sanitary sewer system whether public or private. The City shall require the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements to mitigate the impacts of the proposed development to achieve these purposes.~~

Stormwater Quantity Control Maintenance Requirements

~~Stormwater detention or retention facilities shall be designed and constructed to comply with City standards and other applicable regulations and to accommodate the rate of flow from new development, per requirements in the *Design Manual*. The peak rate of flow from the new development shall not exceed the peak rate of flow that existed prior to the new development for the 2-year, 24-hour and 10-year, 24-hour storm events. Design plans and calculations for the stormwater facilities shall be provided as part of the subdivision construction plans and site plan review submission.~~

3. Stormwater Quality Control Requirements

a. Projects shall implement SCMs that comply with each of the following standards:

- ~~(1) SCMs shall control and treat runoff from the first inch of rain. Runoff volume drawdown time shall be in accordance with the *Design Manual*.~~
- ~~(2) All structural stormwater treatment systems used to meet these requirements shall be designed to have a minimum of eighty five percent (85%) average annual removal for Total Suspended Solids (TSS).~~
- ~~(3) General engineering design criteria for all projects shall be in accordance with 15A NCAC 2H .1008(c), as explained in the *Design Manual*.~~
- ~~(4) Built-upon area shall be a minimum of 30 feet landward of all perennial and intermittent surface waters. The 30-foot buffer distance shall be measured from the top of bank on each side of the perennial and intermittent surface waters. For all perennial and intermittent surface waters, SCMs shall also be located a minimum of thirty (30) feet landward, with the exception that the backslope for an SCM embankment may extend within the 30-foot buffer area as long as a 12-foot maintenance corridor is preserved between the toe of slope and the top of~~

~~bank. A surface water shall be deemed present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture (USDA) or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS). An exception to this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 2B .0233 (3)(a) or similar site specific determination made using NC DEQ approved methodology. Top of bank determination is to be generally consistent with the US Army Corps of Engineers "Ordinary High Water Mark" used in delineation of jurisdictional waters. In cases of conflicting interpretations by the Stormwater Program Manager and the applicant, the applicant will have the option of providing a jurisdictional determination, including tops of stream banks, from an individual certified by NCDEQ as qualified for Surface Water Identification.~~

~~b. Evaluation According to Contents of *Design Manual*~~

~~7.1. All stormwater control measures and stormwater treatment required under this section shall be evaluated by the Stormwater Program Manager according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice, in the *Design Manual*. The Stormwater Program Manager shall determine whether proposed SCMs will be adequate to meet the requirements of this section.~~

~~e. Determination of Adequacy; Presumptions and Alternatives~~

~~8.1. Stormwater treatment practices that are designed, constructed and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this section. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this section. The Stormwater Program Manager may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Program Manager to determine whether such an affirmative showing is made.~~

~~4. Variances~~

~~Any person may petition the Board of Adjustment for a variance granting permission to use the person's land in a manner otherwise prohibited by this section. To qualify for a variance, the petitioner shall show all of the following:~~

~~a. Unnecessary hardships would result from strict application of the stormwater requirements.~~

~~b. The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property.~~

~~c. The hardships did not result from actions taken by the petitioner.~~

~~e.a. The requested variance is consistent with the spirit, purpose, and intent of this section; will secure public safety and welfare; and will preserve~~

~~substantial justice.~~

~~The Board of Adjustment may seek input from the City of Statesville Stormwater Advisory Committee for variance requests. The Board of Adjustment may impose reasonable and appropriate conditions and safeguards upon any variance it grants.~~

D. Maintenance

1. General Standards for Maintenance

a. Function of SCMs as Intended

1. The owner of each structural SCM installed pursuant to this section shall maintain and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the structural SCM was designed.

b. Annual Maintenance Inspection and Report

~~The person responsible for maintenance of any structural SCM installed pursuant to this section shall submit to the Stormwater Program Manager an inspection report from a qualified registered North Carolina professional engineer. The inspection report shall contain all of the following:~~

- ~~(1) The name and address of the land owner;~~
 - ~~(2) The recorded book and page number of the lot of each structural SCM;~~
 - ~~(3) A statement that an inspection was made of all structural SCMs;~~
 - ~~(4) The date the inspection was made;~~
 - ~~(5) A statement that all inspected structural SCMs are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this section; and~~
 - ~~(6) The original signature and seal of the engineer.~~
2. All inspection reports shall be on forms supplied by the Stormwater Program Manager. The first report shall be submitted to the Stormwater Program Manager one year following the final approval date of the SCM and each year thereafter on or before the approval anniversary date.

3. Operation and Maintenance Agreement

a. In General

2. Agreement Requirements. The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the SCM, and shall state the terms, conditions, and schedule of maintenance for the SCM. In addition, it shall grant to the City a right of entry in the event that the Stormwater Program Manager has reason to believe it has become necessary to

inspect, monitor, maintain, repair, or reconstruct the SCM; however, in no case shall the right of entry, of itself, confer an obligation on the City to assume responsibility for the SCM.

3. *Approval of the Agreement.* The operation and maintenance agreement shall be approved by the Stormwater Program Manager prior to construction plan approval, shall be referenced upon the final plat, or any instrument of title recorded with the county Register of Deeds if there is no recorded plat, and shall be executed by all parties. The original signed and executed maintenance agreement shall be given to the Stormwater Program Manager before a certificate of occupancy will be issued. Property owner shall maintain a record of the operation and maintenance agreement. If unable to locate, owner may request a copy from the Stormwater Program Manager.

~~2.4. *Execution of the Agreement.* Prior to the conveyance or transfer of any lot or building site to be served by a structural SCM pursuant to this Ordinance, and prior to issuance of any permit for development or redevelopment requiring a structural SCM pursuant to this Ordinance, the applicant or owner of the site shall execute an operation and maintenance agreement that shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the structural SCM. Until the transference of all property, sites, or lots served by the structural SCM, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement SCM.~~

~~The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the structural SCM, and shall state the terms, conditions, and schedule of maintenance for the structural SCM. In addition, it shall grant to the City a right of entry in the event that the Stormwater Program Manager has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the structural SCM; however, in no case shall the right of entry, of itself, confer an obligation on the City to assume responsibility for the structural SCM.~~

5. *The Automatic Transference of the Agreement.* When property, sites, or lots served by the SCM, are transferred from the original owner or applicant to a new owner, the new owner shall become responsible for carrying out the provisions of the operation and maintenance agreement.

6. *Deed Recordation and Indications on Plat.* The applicable operation and maintenance agreement shall be approved by the Stormwater Program Manager prior to construction plan approval, and it pertaining to every SCM shall be referenced on the final plat and shall be executed by all parties and. If no subdivision plat is recorded for the site, then the operation and maintenance agreement shall be referenced upon any instrument of title recorded with the county Register of Deeds upon final plat approval. A copy so as to appear in the chain of title of the recorded all subsequent purchasers under generally accepted searching principles.

7. *Signage.* Where appropriate in the determination of the Stormwater Program Manager to assure compliance with this section, SCMs shall be posted with a conspicuous sign stating who is responsible for required maintenance and annual inspection. The sign shall be maintained so as to remain visible and legible.

~~agreement shall be given to the Stormwater Program Manager within fourteen (14) days following its recordation and before a certificate of occupancy will be issued.~~

8. Nuisance. The owner of each SCM or nonstructural BMP, shall maintain it so as not to create or result in a nuisance condition, as enumerated in Chapter 13 of the City's Code of Ordinances.
9. Maintenance Easement. All SCMs and associated maintenance accesses on privately owned land except for those located on single family residential lots shall be located in permanent recorded easements for adequate maintenance and repair. The easement shall be a minimum width of ten feet, shall not exceed 3:1 slopes, and extend from the nearest public right-of-way. The easement shall be permanently recorded with the SCM shown and labeled within the easement. The easement shall grant access to the City as the party responsible for enforcing the stormwater program.

b.—*Special Requirement for Homeowners' and Other Associations*

~~3-10.~~ For all ~~structural~~ SCMs required pursuant to this Ordinance and ~~that~~ are to be, or are owned and maintained by, a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement shall include all of the following provisions:

- a. Acknowledgment that the association shall continuously operate and maintain the stormwater control and management facilities.
- b. ~~(2)~~—Establishment of an escrow account, which can be spent solely ~~for sediment removal, structural, biological or vegetative on maintenance, repair, replacement, major repair, or and~~ reconstruction costs of the ~~structural~~ SCMs. If ~~structural~~ SCMs are not performing adequately or as intended or are not properly maintained, the City, in its sole discretion, may remedy the situation, and in such instances, the City shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the ~~structural~~ SCMs, provided that the City shall first consent to the expenditure.
- c. ~~(3)~~—Both developer contribution and annual sinking fund deposits shall fund the escrow account. The total sinking fund budget ~~is defined as the amount required for the initial construction cost of the SCMs.~~ shall require ten (10) percent of the stormwater control project's original cost of construction within five (5) years following acceptance of the SCM by the City and shall be retained by the owner of the system. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to ~~fifteen (15) per cent of the initial construction cost of the SCMs. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the structural SCMs.~~ five (5) percent of the initial construction cost of the SCMs. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create

the sinking fund budget.

- d. ~~(4)~~—Requirement that the association is formed and the association bylaws are submitted to the City prior to the conveyance or transfer of any lot, unit, or building site. The Stormwater Program Manager will not approve the final plat until this requirement is met.
- e. ~~(5)~~—Grant to the City a right of entry to inspect, monitor, maintain, repair, and reconstruct ~~structural~~ SCMs.
- f. ~~(6)~~—Authorization for the City to recover from the association and its members any and all costs the City expends to maintain or repair the ~~structural~~ SCMs or to correct any operational deficiencies. Failure to pay the City all of its expended costs, after forty-five ~~(45)~~ days written notice, shall constitute a breach of the agreement. In the case of deficiency, the City shall thereafter be entitled to bring an action against the association and its members to pay or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- ~~f.a. In the case of deficiency, the City shall thereafter be entitled to bring an action against the association and its members to pay or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.~~
- g. ~~(7)~~—A statement that this agreement shall not obligate the City to maintain or repair any ~~structural~~ SCMs, and the City shall not be liable to any person for the condition or operation of ~~structural~~ SCMs.
- h. A statement that this agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
- ~~h.a. (8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.~~
- i. ~~(9)~~—A provision indemnifying and holding harmless the City for any costs and injuries arising from or related to the ~~structural~~ SCM, unless the City has agreed in writing to assume the maintenance responsibility for the SCM and has accepted dedication of any and all rights necessary to carry out that maintenance.

Q. Installation Performance Security

1. Need for Security. The City shall require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the SCMs are installed as required by the approved stormwater management plan.
2. Amount of Security. The amount of an installation performance security shall be the total estimated construction cost of the SCMs, or conversion cost if the SCM location is first being used for erosion control purposes, approved under the

permit, plus fifty (50) percent plus \$2,500.00 for mobilization. The installation performance security is required to remain in effect until the City has inspected and approved all SCMs. Installation performance securities are required to be submitted to the City prior to issuance of any grading or building permits. Installation performance security amounts may be adjusted upon approval of the Stormwater Program Manager based on updated cost estimates for phased projects and/or where SCM construction is substantially complete but part of the contributory drainage area is still under an erosion control permit.

3. *Forfeiture Provisions.* The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or owner in accordance with this section, approvals issued pursuant to this section, or an operation and maintenance agreement established pursuant to this section.
4. *Default.* Upon default of the owner to construct, maintain, repair and, if necessary, reconstruct any SCM in accordance with the applicable permit or operation and maintenance agreement, the Stormwater Program Manager shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the owner to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the City shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.
5. *Costs in Excess of Performance Security.* If the City acts upon such failure by the applicant or owner, the City may collect from the applicant or owner the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.
6. *Refund.* Within sixty (60) days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25 percent) of landscaping installation and ongoing maintenance associated with the SCMs covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

R. Annual Maintenance Inspections

Inspection Reports. All inspection reports shall be on forms supplied by the Stormwater Program Manager.

4. Inspection Program

1. The first report shall be submitted to the Stormwater Program Manager one (1) year following the final approval date of the SCM and each year thereafter on or before the approval anniversary date.
2. *Maintenance of Records.* The owner of each SCM shall keep records of inspections, maintenance, and repairs for the most recent five years and shall submit the same upon reasonable request to the Stormwater Program Manager.
3. *Annual Maintenance Inspection.* The person responsible for maintenance of any

SCM installed pursuant to this section shall submit to the Stormwater Program Manager an inspection report from a qualified registered North Carolina professional engineer or a qualified professional certified in the state of North Carolina for inspection and maintenance of SCMs. The inspection report shall contain all of the following:

- a. The name and address of the landowner;
- b. The recorded book and page number of the lot of each SCM;
- c. A statement that an inspection was made of all SCMs;
- e. The date the inspection was made;
- f. A statement that all inspected SCMs are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this section if the SCM is judged to be in compliance;
- g. An action plan for restoring any SCM that is found to be out of compliance;
- h. Digital photographs from the date of the inspection; and
- i. The original signature and seal of the engineer or certification number of the qualified inspector.

4. Major Issues with Outlet Structure or Dam Embankment. Should any major issues related to the outlet structure or dam embankment be noted during the inspection, it shall be required to consult a qualified registered North Carolina professional engineer to assess the maintenance issue and design a signed and sealed repair plan.

~~4.5.~~ City Inspections. Inspections and inspection programs by City of Statesville may be conducted or established on any reasonable basis, including but not limited to, routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in SCMs; and evaluating the condition of SCMs.

~~5.6.~~ Owner Refusal of City Inspection. If the owner or occupant of any property refuses to permit such inspection, the Stormwater Program Manager shall proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Stormwater Program Manager while carrying out his or her official duties.

~~5. Performance Security for Installation and Maintenance~~

~~a. Shall Be Required~~

~~The City of Statesville shall require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the structural SCMs are:~~

- ~~(1) Installed by the permit holder as required by the approved stormwater management plan; and/or~~

~~(2) Maintained by the owner as required by the operation and maintenance agreement.~~

~~b. Amount~~

~~1. (1) Installation. The amount of an installation performance security shall be the total estimated construction cost of the SCMs, or conversion cost if the SCM location is first being used for erosion control purposes, approved under the permit, plus fifty (50) percent. Installation performance security is required to remain in effect until the City has inspected and approved all SCMs. Installation performance securities are required to be submitted to the City prior to issuance of any grading or building permits. Installation performance security amounts may be adjusted upon approval of the Stormwater Program Manager based on updated cost estimates for phased projects and/or where SCM construction is substantially complete but part of the contributory drainage area is still under an erosion control permit.~~

~~(2) Maintenance. The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the SCMs approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation. It shall be provided by the engineer of record and sealed by a registered professional engineer licensed in North Carolina.~~

~~c. Uses of Performance Security~~

~~2.1. (1) Forfeiture provisions. The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or owner in accordance with this section, approvals issued pursuant to this section, or an operation and maintenance agreement established pursuant to this section.~~

~~(2) Default. Upon default of the owner to construct, maintain, repair and, if necessary, reconstruct any structural SCM in accordance with the applicable permit or operation and maintenance agreement, the Stormwater Program Manager shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the owner to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the City of Statesville shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.~~

~~(3) Costs in excess of performance security. If the City of Statesville takes action upon such failure by the applicant or owner, the City of Statesville may collect from the applicant or owner the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.~~

~~3.1. (4) Refund. Within sixty (60) days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus twenty five (25) percent) of landscaping installation and ongoing maintenance associated with the SCMs covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.~~

~~6. Notice to Owners~~

~~a. Deed Recordation and Indications on Plat~~

~~The applicable operations and maintenance agreement pertaining to every structural SCM shall be referenced on the final plat and shall be recorded with the County Register of Deeds upon final plat approval. If no subdivision plat is recorded for the site, then the operations and maintenance agreement shall be recorded with the County Register of Deeds so as to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.~~

~~b. Signage~~

~~4.1. Where appropriate in the determination of the Stormwater Program Manager to assure compliance with this section, structural SCMs shall be posted with a conspicuous sign stating who is responsible for required maintenance and annual inspection. The sign shall be maintained so as to remain visible and legible.~~

~~7. Records of Installation and Maintenance Activities~~

~~The owner of each structural SCM shall keep records of inspections, maintenance, and repairs for at for the most recent five (5) years and shall submit the same upon reasonable request to the Stormwater Program Manager.~~

~~8. Nuisance~~

~~The owner of each structural SCM or nonstructural BMP, shall maintain it so as not to create or result in a nuisance condition, as enumerated in Chapter 13 of the City of Statesville Code of Ordinances.~~

~~9. Maintenance Easement~~

~~Every structural SCM installed pursuant to this section shall be made accessible, in accordance with the *Design Manual*, for adequate maintenance and repair by a maintenance easement. The easement shall be recorded and its terms shall specify who may make use of the easement and for what purposes.~~

~~S. Enforcement and, Violations, and Remedies~~

~~1. General~~

~~a. Authority to Enforce~~

- ~~1. The provisions of this section shall be enforced by the Stormwater Program Manager, his or her designee, or any authorized agent of the City of Statesville. Whenever this section refers to the Stormwater Program Manager, it includes his or her designee as well as any authorized agent of the City of Statesville.~~

~~b. Violation Unlawful~~

- ~~2. Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this section, or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this section, is unlawful and shall constitute a violation of this section.~~

~~3.~~ Violations Continue. Any violation of provisions existing on the effective date of this section shall continue to be a violation under this section and be subject to penalties and enforcement under this section unless the use, development, construction, or other activity complies with the provisions of this section.

~~c.~~ 4. *Each Day a Separate Offense*

Each day that a violation continues shall constitute a separate and distinct violation or offense.

~~d.~~ *Responsible Persons/Entities*

~~1.5.~~ Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, SCM, practice, or condition in violation of this section shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this section, or fails to take appropriate action, so that a violation of this section results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs.

For the purposes of this article, the person(s) responsible ~~person(s)~~ shall include but not be limited to:

- ~~(1) *Person maintaining condition resulting in or constituting violation.*~~ a. An architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this section, or fails to take appropriate action, so that a violation of this section results or persists. or
- ~~(2) *Responsibility for land or use of land.*~~ b. The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, development or redevelopment of the property.

~~2.~~ 6. *Remedies and Penalties*

The remedies and penalties provided for violations of this section, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

- a. ~~(1) *Withholding of certificate of occupancy.*~~ Iredell County may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise addressed the violations described therein.

- b. ~~(2)~~ *Disapproval of subsequent permits and development approvals.* As long as a violation of this section continues and remains uncorrected, the Stormwater Program Manager or other authorized agent may withhold, and the City ~~of Statesville~~ Planning Department or Stormwater Program Manager may disapprove, any request for permit or development approval or authorization provided for by this section or any other ordinance contained the City ~~of Statesville~~ Code of Ordinances for the land on which the violation occurs.
- c. ~~(3)~~ *Injunction, abatements, etc.* The Stormwater Program Manager, with the written authorization of the City Manager ~~for the City of Statesville~~, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction, order of abatement or other civil action to correct a violation of this section. Any person violating this section shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.
- d. ~~(4)~~ *Correction as public health nuisance, costs as lien, etc.* If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by G.S. 160A-193, the Stormwater Program Manager, with the written authorization of the City Manager ~~for the City of Statesville~~ may cause the violation to be corrected and the costs to be assessed as a lien against the property.
- e. ~~(5)~~ *Stop work order.* The Stormwater Program Manager may issue a stop work order to the person(s) violating this section. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

b-7. *Civil Penalties*

- . Violation of this Section may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within thirty (30) days after notice of the violation is issued by the Stormwater Program Manager. Civil penalties may be assessed up to the full amount of penalty to which City ~~of Statesville~~ is subject for violations of its Phase II stormwater permit, or if no Phase II stormwater permit exists for the jurisdiction, civil penalties may be assessed up to the full amount allowed by law.

~~e.~~ *Criminal Penalties*

- 8. . Each violation of this section can be enforced as a misdemeanor pursuant to G.S. 14-4, subject to a maximum fine of ~~five hundred dollars (\$500.00).~~ (See Section 8.05 E.1.c.)
- 9. *Enforcement Procedures.* Enforcement procedures shall be as follows:

a. *Initiation/Complaint*

- a. Whenever a violation of this section occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Stormwater Program Manager, who shall record the complaint. The complaint shall be investigated promptly by the

Stormwater Program Manager.

~~b.~~—*Inspection*

- b. The Stormwater Program Manager shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this section.
- c. Notice of Violation and Order to Correct. The issuance of a Notice of Violation and Order to Correct shall be handled as follows:
 - i. ~~(1)~~—When the Stormwater Program Manager finds that any building, structure, or land is in violation of this section, the Stormwater Program Manager shall notify, in writing, the property owner or other person violating this section. The notification shall indicate the nature of the violation, contain

~~e.~~—*Extension of Time*

the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they shall be paid or be subject to collection as a debt.

- ii. ~~(2)~~—The Stormwater Program Manager may deliver the notice of violation and correction order personally, by the City of Statesville Police Department, Iredell County Sheriff's Department, by certified or registered mail, return receipt requested, or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.
- iii. ~~(3)~~—If a violation is not corrected within a reasonable period of time, as provided in the notification, the Stormwater Program Manager may take appropriate action under this section to correct and abate the violation and to ensure compliance with this section.

- 10. A person who receives a notice of violation and correction order, or the owner of the land on which the violation occurs, may submit to the Stormwater Program Manager a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Stormwater Program Manager may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding thirty (30) days. The Stormwater Program Manager may grant multiple 30-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this section. The Stormwater Program Manager may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction shall be made, after which the violator shall be subject to the penalties described in the notice of violation and correction order.

~~d.~~—*Enforcement After Time to Correct*

11. After the time has expired to correct a violation, including any extension(s) if authorized by the Stormwater Program Manager, the Stormwater Program Manager shall determine if the violation is corrected. If the violation is not corrected, the Stormwater Program Manager may act to impose one (1) or more of the remedies and penalties authorized by this section.

~~e.—Emergency Enforcement~~

12. If delay in correcting a violation would seriously threaten the effective enforcement of this section or pose an immediate danger to the public health, safety or welfare, then the Stormwater Program Manager may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Stormwater Program Manager may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

Section 8.02 – Water

B. Design Criteria

~~Design and construction of water improvements shall comply with the standards, procedures and policies established in the “Manuel of Practice.”~~ Standard of practice set by the Engineering Department and the Services Policy Manuel.

Section 8.03 – Centralized Water Systems

C. Design Criteria

~~Design and construction of wastewater system improvements shall comply with the standards, procedures and policies established in the “Manuel of Practice.”~~ Standard of practice set by the Engineering Department and the Services Policy Manuel.

Article 10 Appendices

A-2

~~The Manuel of Practice Services Policy Manuel can be obtained in the City of Statesville Engineering Department or on the website at www.ci.statesville.nc.us~~

This ordinance was introduced for first reading by Council member _____,
seconded by Council member _____, and unanimously carried on the
_____ day of
_____, 2019~~2026~~.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the _____ day of
_____, 2019~~2026~~, and upon motion of Council member _____,
seconded by Council member _____, and unanimously carried,
was adopted.

AYES:

NAYS:

This ordinance is to be in full force and effect from and after the _____ day of _____, 2019

CITY OF STATESVILLE

Douglas Hendrix, Mayor

APPROVED AS TO FORM

ATTEST:

Leah Gaines -Messick, City Attorney

~~Brenda Fugett~~Emily Kurfees, City Clerk

**Article 6 DEVELOPMENT STANDARDS, SECTIONS 6.04 LANDSCAPE STANDARDS, E.
GRADING STANDARDS FOR STREAM AND WETLAND PROTECTION**

E. Grading Standards for Stream and Wetland Protection

1. For requirements regarding soil erosion, storm drainage control, retention and/or detention, contact the ~~North Carolina Department of Environmental Quality and Natural Resources (DENR)~~ **City of Statesville Stormwater Division**.
2. An undisturbed, natural buffer shall be maintained along each perennial stream within the planning jurisdiction. The minimum buffer width shall be ~~fifty (50)~~ **thirty (30) feet** as measured ~~twenty five (25) feet on each side from the center of the stream (U.S.G.S. Blue Line).~~ **from the top of bank on each side of the stream. Top of bank determination is to be generally consistent with the US Army Corps of Engineers "Ordinary High Water Mark" used in delineation of jurisdictional waters. In cases of conflicting interpretations, the applicant will have the option of providing a jurisdictional determination, including tops of stream banks, from an individual certified by NCDEQ as qualified for Surface Water Identification.**
3. No land-disturbing activities shall take place within a stream buffer or delineated wetland area, except for required streets and associated facilities, utility mains and easements, and/or greenways and pedestrian paths. Roads and golf courses may cross a buffer, provided they do not cross at an angle of less than sixty (60) degrees.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherisha Hills, Assistant City Manager
DATE: 3/16/2026 8:41 AM

ACTION NEEDED ON: March 16, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a resolution to purchase the property at 1001 Cochran Street.

1. Summary of Information:

The City of Statesville has an opportunity to purchase an established recreation facility on the south side of the city. This would allow us to continue to meet our mission of providing equitable services throughout the city and the strategic goal of connecting our city. Most importantly it would ensure that we continue to provide a safe space and much-needed programs and services for the residents in this community.

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: Expand access to enriching cultural, recreational, and open space amenities.

Strategic Plan Values: We value Engagement.

- **Addresses Geographic and Service Equity**
Currently, South Statesville lacks a full-service recreation or community center comparable to the facilities available in other parts of the city. Acquiring this property directly addresses that imbalance by offering equitable access to fitness, recreation, and community programming for underserved neighborhoods.
- **Aligns with City Growth and Future Demand**
The city's south and southeastern corridors are projected for significant population and housing growth over the next decade. Having a ready facility in this area positions the City to meet that demand proactively, without the multi-year lead time required to design and construct a new building.

4. Budget/Funding Implications:

The purchase price would be \$3.25m, with a down payment of \$650,000 and the remaining payments will be made over the next 10 years.

5. Consequences for Not Acting:

The City will not have an additional recreation center and the cost to build a facility would be three to four times the cost of the current purchase price.

6. Department Recommendation:

Approve the purchase as this purchase supports the broader city objectives:

- Expanding access to enriching cultural, recreational, and open space amenities
- Connecting our communities through facilities and programming
- Supporting redevelopment and reinvestment in South Statesville

7. Manager Comments:

Recommend moving forward with this purchase.

8. Next Steps:

Get an offer to purchase and lease agreement signed from the seller, followed by an initial down payment to the seller.

9. Attachments:

1. RESOLUTION AUTHORIZING THE PURCHASE
2. Offer to Purchase and Contract - CITY OF STATESVILLE_BOYS AND GIRLS CLUB

**RESOLUTION AUTHORIZING THE PURCHASE OF THE ENTIRE PROPERTY LOCATED
1001 COCHRAN STREET FROM THE BOYS AND GIRLS CLUB OF THE PIEDMONT IN THE
AMOUNT OF \$3,500,000 FOR FUTURE RECREATION FACILITY**

WHEREAS, the Boys & Girls Club of the Piedmont, Inc. owns real property and improvements thereon located at 1001 Cochran Street in Statesville, North Carolina (Tax Parcel Identification Number 4734-61-0300); and

WHEREAS, the City of Statesville has a need for a future recreation facility in the general area in which the Property is located, and has determined it to be in the best interest of the City of Statesville to acquire the Property for such use; and

WHEREAS, the Boys and Girls Club of the Piedmont, Inc. has agreed to sell the Property to the City, and the City hereby authorizes the purchase of the Property pursuant to the terms and conditions of the purchase agreement, attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STATESVILLE: That the City Manager is authorized to enter into the Purchase Agreement with The Boys & Girls Club of the Piedmont, Inc. for the Property amount of \$3,500,000, and the Mayor is authorized to execute any documents required at the Closing, to take place approximately thirty (30) days hereafter, to perfect this transaction.

City of Statesville

J. Douglas Hendrix, Mayor

Attest:

Emily Kurfees, City Clerk

OFFER TO PURCHASE AND CONTRACT

City of Statesville, a North Carolina Municipal Corporation, as Buyer, hereby offers to purchase and contract and the **Boys & Girls Club of the Piedmont, Inc., a North Carolina Non-Profit Corporation**, as Seller, upon acceptance of said offer, agrees to sell and convey, the real property located at 1001 Cochran Street, Statesville, NC 28677, being all of Iredell County Parcel No 4734-61-0300.000 approximately 4.4540 acres more or less, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary at **Time of closing, time being of the essence**, and transfer of title/Deed to be on or before the 17th day of March, 2026, at the Law office of Winthrop & Gaines Messick, PLLC, 706 Hartness Road, Statesville, NC 28677, as determined by the Buyer.

The deed is made to City of Statesville, a North Carolina Municipal Corporation, having an address of Post Office Box 1111, Statesville, NC 28687.

2. PERSONAL PROPERTY: The following personal property is included in the purchase price: All personal property as negotiated between the parties.

3. PURCHASE PRICE: The purchase price for the above referenced real estate shall be \$ 3,250,000.00 and shall be paid as follows:

- (a) Buyer shall make a downpayment, payable on the statement at closing, in the amount of \$650,000.
- (b) Buyer shall pay the remaining balance of \$2,600,000.00 at a zero percent (0%) interest over a period of ten (10) years upon a payment schedule to be determined, agreed upon, and signed off by all parties at closing. If the parties cannot agree upon the remaining terms prior to closing, then either party has a right to terminate with no further recourse.

4. CONDITIONS:

- (a) Seller will lease the property commonly known as the Bentley Center from Buyer for one dollar (\$1) a year for five (5) years, with the option to extend for two additional terms of five (5) years each for a total possible lease period of 15 years.

- (b) The Seller shall enter into a lease agreement prior to or simultaneously with closing.
- (c) Per the lease requirement in (b) Seller will pay for their own utilities per the lease of the Bentley Center
- (d) Seller will lease one office within the subject property, 1001 Cochran Street, from Buyer for \$0.00 in order for Buyer to run their teen center. The lease shall be for a term of five (5) years and will have the option to extend for two additional terms of five (5) years each. All parties will execute a lease memorializing the terms prior to or simultaneously with closing.
- (e) All deeds of trust, liens and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing, including but not limited to any first mortgage, second mortgage or solar panel liens on the property. Seller shall remain obligated to obtain any such cancellations following closing.
- (f) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and inviolate restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.
- (g) Seller has disclosed any and all leases on the property to the Buyer and Buyer shall purchase the Property subject to the "Success Institute" lease for the remainder of the lease term.

5. INSPECTION PERIOD: Buyer shall have 21 days from the execution of this Contract to conduct any inspections on the property per Section 11 below.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: **Property is in AS-IS conditions.** Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and **Buyer has the right to void this agreement if any liens or encumbrances are found / pending that can't be settled.** Buyer may have the right to continue with said agreement if liens or encumbrances are allowed by the Buyer.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are:

8. CLOSING EXPENSES: Each party will pay their own closing expenses. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing, including title search, and Seller shall pay for their customary closing costs, including preparation of deed and transfer tax. Seller may retain their own counsel at Seller expense for the preparation of their closing documents.

9. EVIDENCE OF TITLE: Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

10. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising wherefrom.

11. PROPERTY INSPECTIONS:

(a) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (I) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings, and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (II) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (III) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before the end of this agreement.

(b) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator. Stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage there from. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties.

(c) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING

CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. RIGHT TO TERMINATE. Buyer shall have the right to terminate this Contract for any reason or no reason; by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), TIME IS OF THE ESSENCE. If Buyer timely delivers the Termination Notice, this Contract shall be terminated with no further recourse to the Buyer. Seller under the agreement shall have no right to terminate and if Seller does attempt to terminate, then Buyer shall proceed under North Carolina law seeking Specific Performance as a remedy for the breach of this Contract.

13. REASONABLE ACCESS: Seller gives all access to Buyer & rights to the property during the inspection period.

14. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items: NO EXCEPTIONS.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at time of closing/signing the deed by Seller.

16. REALTOR REPRESENTATION: Neither party has retained the services of a real estate agent or broker services.

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller during the term of this Contract, prior to closing. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In this event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

18. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

19. PARTIES: This contract shall be binding upon and shall inure to the benefit of the

parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

20. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

23. INDEMNITY: The Seller indemnifies and holds harmless the Buyer and the Buyer's heirs, assigns, successors, employees, officers, agents or any related party to Buyer, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from the operations or activities of Seller prior to closing, not previously disclosed to Buyer, and subsequent to the closing date for any acts and/or omissions caused by Seller from said lease above.

24. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

{Signature Page to Follow}

**SIGNATURE PAGE TO OFFER TO PURCHASE AND CONTRACT
BETWEEN
CITY OF STATESVILLE AND BOYS AND GIRLS CLUB**

BUYER: CITY OF STATESVILLE, A NORTH CAROLINA MUNICIPAL CORPORATION

by: _____ (SEAL)
Doug Hendrix, Mayor

Date _____

SELLER: BOYS & GIRLS CLUB OF THE PIEDMONT, INC., A NORTH CAROLINA NON-PROFIT CORPORATION

by: _____ (SEAL)

Date _____



**Statesville ABC Board
Minutes**

Tuesday January 27, 2026 11:00am

Meeting in the Board Room of the Statesville ABC Board

I. Call to order

The meeting was called to order by Chairperson Ron Matthews. In attendance were David Pope & Michelle Rokes, board members; Tip Nicholson, General Manager

II. Statement of Potential Conflicts of Interest

Does any board member have any known conflict of interest or appearance of conflict with respect to any matters coming before the Board today? If so, please identify the conflict or appearance of conflict and refrain from any undue participation in the particular matter involved.

No conflicts were disclosed.

III. Approval of minutes from Tuesday December 9, 2025 meeting

Approved unanimously

IV. Reports

- Reports from the NCAABC and ABC Commission

Ms. Rokes reported that the Association had met and continues to work on by laws related to ethics and grievances. Everyone is still waiting on the legislature to meet to approve the building of the new state warehouse.

- Store reports from staff

Mr. Nicholson reported on staffing and the excellent work being done by our staff over the holidays and last week as the winter storm approached. Only one day was lost to sales due to the storm.

- Financial Report

Monthly Sales Figures

December	Compared to Last Year	Year to Date
Store #1	-3.72%	-5.84%
Store #2	-0.45%	1.82%
Total	-2.37%	-2.69%
NC Total	-1.53%	-1.14%

V. Old & New Business

None to report

VI. Other business

Next scheduled meeting date is February 24, 2026


Adjournment – The meeting was adjourned at 11:20 am.

Ron Matthews

David Pope

Michelle Rokes







Stormwater Advisory Commission — Meeting Minutes
Statesville City Hall — 2nd Floor Conference Room

February 19, 2026 – 11:30 AM

Members Present: Steve Knight, Dustin Jett, Donna Thomas, Janice Powell
and Dawson Reese

Planning Board Rep: Alisha Lane

Council Present: None

Staff Present: Randall Moore, Ray Allen, and Chris Overcash

Others: None

Call to Order/Introductions - Moore

- Moore called the meeting to order, welcomed the SWAC.

Staffing Update/SWAC Membership Update — Moore

- Announced that we have 3 SWAC vacancies to fill so if anyone knows of an interested party, please let Randall know.
- Steve Knight and Janice Powell were asked to formally contact Randall to confirm they want to continue to serve on the SWAC. We thanked them for their service so far. Their terms are up in June. Randall reminded Donna Thomas that her term will expire in December 2026 and asked her to consider retaining for seat with SWAC, also, before then.
- SW Dept is still fully staffed. We would like at least 1 more crew member to allow a 2-man camera crew as needed and a fully staffed labor crew for other SW duties and repairs, however, SW was asked to not ask for any new staff in FY – 2027.
- Randall mentioned he has reached out to Jonathan Williams of Iredell County Erosion Control to see if he would consider joining SWAC. General discussion continued about having another professional's view as a bonus for the group.

Capital Improvements Update — Moore

- We received comments back for S Toria Drive and Beauty Street Culvert Replacement projects grant review from December. Randall worked with our consultant to address the concerns and resubmitted to them February 3, 2026. FEMA response is pending with no known date. Still waiting for one last easement agreement to be sign that is needed for the work. Randall mentioned 60% hit rate for NC grants so our chances for success seem good.

- The Holland Drive Culvert Improvements project grant was reviewed and cleared for our full submittal. Randall will meet with consultant Kimley Horn to complete the submittal by February 27, 2026.
- City Crews have been following Ripple Fiber placing fiberoptic cable underground Citywide. They have damaged 4 stormwater features so far and are probably responsible for one more damaged location. Randall stressed again how Riddle must hire a licensed contractor to repair the damages, as needed. Damage found on S Meeting St may have been caused by Conterra Co. who is also installing cable. More study is needed here. Group discussion concluded that the cost to repair damages with qualified professional contractors should be cost prohibitive for the damages to SW infrastructure to continue.
- City Crew will continue Infrastructure Evaluation and Prioritization work between working on repairs and complaints.

Stormwater Ordinance and Drainage Design Manual Update (Landscape Section of UDO for buffers)— Moore

- Moore confirmed the Ordinance text amendments are going to the Planning Board on February 24, 2026. The first reading of the Ordinance would be at the March 16, 2026 Council Meeting. 2ND reading would be April 13th and changes would be adopted April 20, 2026. Randall urged SWAC members review the “redlined” changes proposed.
- Moore described the 3x3 meetings held with City Council, Mayor and staff about the Ordinance and Drainage Design Manual proposed changes. Randall said there was good feedback and minimal push back on the draft changes.
- Moore share a power point highlighting the Ordinance and Design Manual proposed changes, including Low Density development provisions, updating the landscape section, review under the 25-yr/24-hr design concept, SW review being separated from the TRC process and an update to our Stream Buffer requirements. Dawson confirmed that a PE would no longer be required to inspect an SCM if a Certified Stormwater Inspector was used. Steve wondered about the significant of the High Rock Lake rule and Randall and Dawson confirmed it’s benefit by reducing phosphorous and nitrogen in the streams. Dawson also thought the wording is a bit confusing on the stream bank setback buffer provisions, but Moore pointed out it clears up the 12’ foot vs 25’ top of bank setback contradiction from the current code. Moore went on to discuss required stream delineation determination in places not necessarily considered or recognized as a flowing stream and the need for fixing the “blue line” language and definition. Dawson said some jurisdictions he works with have a 50’ top of bank setback. Alishia stated that the revisions made sense to her, but she was curious to see what the rest of the Planning Board has to say about the changes. Randall encouraged all SWAC members to forward any comments they have to him.

Flood Maps Update- Moore

- Moore reported the FIRM maps are out for 90-day review that started January 20, 2006. If no more comments are received, FEMA will let us know soon when the maps are in effect.

Municipal Good Housekeeping - Moore

- Moore described the pending training for new employees scheduled for March 2nd and 5th, 2026 to include Spill response, Good Housekeeping and Pollution Prevention practices, and IDDE procedures. This fulfills the City's Stormwater Management Plan/MS4 permit requirement for employee training.

Current Development Review - Moore

- Moore reported a general slowdown in new development plan review. Several sketch plans were submitted recently so this may result in new construction soon.

Public Education and Participation - Moore

- Moore asked again if anyone knew of any volunteers, groups or organizations that would be interested in placing some storm drain markers as part of the City's education and public participation portion of our Permit. We currently have a student from Oakwood placing some in his neighborhood with 5 friends. Please send any volunteers to the SW Dept.

Stormwater Budget for FY26 - Moore

- Moore conveyed how the City Council approved increase in the ERU from \$4.70 to \$6.20 provided a billing increase of \$40,600 from December 2025 to January 1, 2026 to be utilized in the Program.
- Moore reported the approved Capital Purchases included a needed heavy-duty trailer. SW Crew is picking it up this week.
- Moore reported putting only the Beauty and S Toria Dr project in the FY budget with a hold for ¼ the estimated amount of the Holland Dr project.
- Moore shared the SW Department have asked for a larger excavator and tow-behind air compressor. Moore feels confident there will be no issues with our requests for appropriate and necessary use a utility fund.

Other News -

- Moore provided insight from a meeting he had with DEQ representative, Ishiah Reed. Our Program currently allows the City to enter into a written agreement with Iredell County to perform the Erosion and Sediment Control component of our MS4 Permit. Similarly, many jurisdictions turn their E and S Control responsibilities and regulation over to NC State. EPA has indicated programs that do not enforce their own E&SC are not meeting their MS4 minimum measure for construction runoff. Moore explained that the City needs to consider adding a layer of E and S review and inspection as part of our Good Housekeeping #4 provision of our Permit in the next permit cycle.

Adjournment — Moore

Moore stated that the next meeting will be held on May 21st, 2026. The meeting was adjourned.