


STATESVILLE CITY COUNCIL MEETING

Amended

Statesville City Hall – 227 S. Center Street

April 9, 2026 – 3:30 p.m. – Statesville Housing Authority Annual Report – 2nd Floor Conference Room

April 9, 2026 - 4:00 p.m. - Pre-Agenda Meeting – 2nd Floor Conference Room

April 13, 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. 5**
- VI. **Presentations & Recognitions p. 11**
 - 1. **Arbor Day Proclamation**
 - 2. **Lineworkers Appreciation Day Proclamation**
 - 3. **Child Abuse Prevention Month Proclamation**
 - 4. **Recognition of Miss Statesville and Miss Teen Statesville**
- VII. **Public Comment**
- VIII. **City Manager’s Report**
- IX. **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 March 12, 2026, Pre-Agenda Meeting Minutes and the April 13, 2026, Regular Meeting Minutes. (E. Kurfees) p. 15**
 - B. **Consider approving the second reading of an ordinance as a summary ejection, vacating, and closing both dwelling and accessory structure at 319 Monroe Street as unfit for human habitation. (Marion) p. 23**
 - C. **Consider approving the second reading of an ordinance to annex AX26-02: 552 Buffalo Shoals Rd for approximately 3.12 acres located at corner of Buffalo Shoals Rd and Johnson Dr. (Campbell) p. 29**
 - D. **Consider approving the second reading of TA26-01 update to the Stormwater Ordinance. (Moore) p. 35**

- E. Consider approving a request from the Statesville Housing Authority to co-sponsor the Levitt AMP Music Series. (Hicks) p. 63
- F. Consider approving a resolution to amend the Regular Meeting Calendar. (E. Kurfees) p. 73
- G. Consider approving the Electronic Records and Imaging Policy. (E. Kurfees) p. 77
- H. Consider approving an annual request from the Statesville ABC Board to approve the City's adopted Travel Policy. (E. Kurfees) p. 97
- I. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-06 Turnersburg Hwy (QuikTrip), filed by Thomas Donton on behalf of QuikTrip Corporation for the parcel(s) located at the intersection of Turnersburg Hwy and Interstate 77, Receive City Clerk's Certificate of Sufficiency, and Consider passing a resolution fixing a date of May 11, 2026, for a public hearing for the petition for annexation. (Campbell) p. 105
- J. Consider approving the Henry Street Right of Way Abandonment Order. (Kirkendall) p. 113
- K. Consider approving the Interlocal Agreement between the City of Charlotte/CRTPO and the City of Statesville to fund and manage the Microtransit Planning Study for Iredell County using federal transportation funds and local match. (Martin) p. 119
- L. Consider cancellation of Professional Services with CodeWright Planners, LLC for any remaining work on the Unified Development Code. (Martin) p. 159
- M. Considering approving the lease agreement with the Boys and Girls Club of Piedmont. (Hills) p. 179
- N. Consider approving the NCDOT Project U-5964 (Five Points) Utilities Municipal Agreement. (Vaughan) p. 189
- O. Consider approving a modification to the reimbursement agreement between the City of Statesville and Prestige Land & Site Works, LLC for the Third Creek Sewer Extension project. (Vaughan) p. 209
- P. Consider approving a resolution opposing state legislation limiting local governments' ability to increase property tax. (Smith) p 223

REGULAR AGENDA

- X. Conduct a public hearing regarding the condemnation of an abandoned, dilapidated dwelling and any accessory structure located at 409 Monroe Street and consider approving the first reading of an ordinance to demolish the dwelling as unsafe and dangerous condition. (Marion) p. 229
- XI. **Conduct a public hearing regarding the condemnation of an abandoned, dilapidated dwelling located at 1115 Old Charlotte Road and consider approving the first reading of an ordinance to demolish the dwelling as unsafe and dangerous condition. (Marion) p. 239**

- XII. **Conduct a public hearing and consider approving the first reading of the rezoning request ZC26-08 Killington Reserve Apartments, to rezone from CU B-5 Conditional Zoning District to R-5MF CZ Conditional Zoning District.** (Kirkendall) p. 249
- XIII. **Conduct a public hearing and consider passing the first reading of the rezoning request: ZC26-07 James Farm Rd (Ochre Hill Apartments), Statesville, NC; To rezone from B-5 CZ Conditional Zoning District to R-5MF CZ Conditional Zoning District.** (Campbell) p. 273
- XIV. **Consider approving a member of City Council to be the voting member for the NC League of Municipalities.** (Smith) p. 291
- XV. **Other Business**
- XVI. **Advisory Board Meeting Minutes** p. 293
 - 1. January 14, 2026 DRC Meeting Minutes
 - 2. February 9, 2026 Planning Board Meeting Minutes
 - 3. February 24, 2026 ABC Board Meeting Minutes
 - 4. February 24, 2026 Planning Board Meeting Minutes
 - 5. March 24, 2026 Planning Board Meeting Minutes
- 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**

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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.

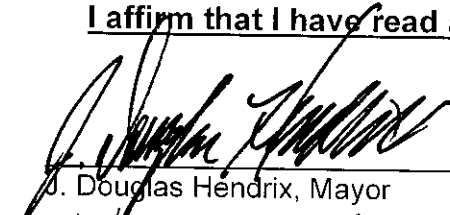
Section 7. At a Special Meeting held on December 2, 2025, the City Council developed the following list of "Norms", which they agreed to exercise in their duties as elected officials:

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

The City Council also agreed to the following actions:

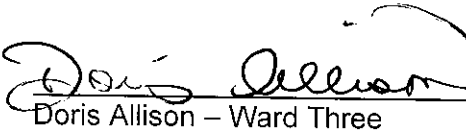
- Foster frequent communication and collaboration between the Council and City Manager/staff
- Agree to disagree when necessary
- Attend, be punctual, and prepare for meetings
- Be informed and participate in meetings and events

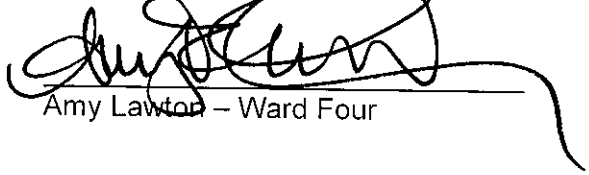
I affirm that I have read and understand the City of Statesville Code of Ethics


 J. Douglas Hendrix, Mayor

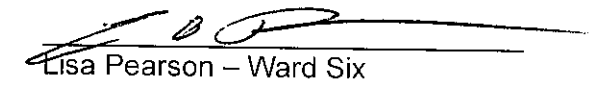

 David Jones, Mayor Pro Tem – Ward One

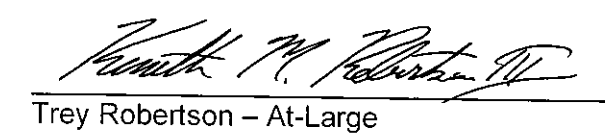

 Kristi Madison Pfeuffer – Ward Two

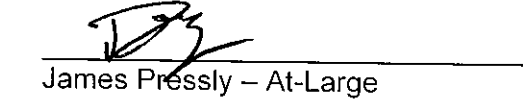

 Doris Allison – Ward Three


 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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*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY**

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____,

Mayor _____

City of Statesville, North Carolina

Office of the Mayor

Proclamation

Lineworker Appreciation Days April 13 and April 18, 2026

WHEREAS, on January 3, 2017, the 115th Congress of the United States adopted House Resolution 10, recognizing lineworkers and their vital contributions to public safety, and designating April 18 as National Lineman Appreciation Day; and

WHEREAS, on April 15, 2015, the North Carolina General Assembly ratified House Bill 140, establishing the second Monday in April each year as Lineworker Appreciation Day in North Carolina; and

WHEREAS, the City of Statesville proudly operates a public power utility, and our lineworkers are essential to delivering safe, reliable electric service to homes, businesses, and critical facilities throughout our community; and

WHEREAS, lineworkers are highly trained professionals who work in challenging and dangerous conditions to build, maintain, and restore the electrical infrastructure that powers daily life; and

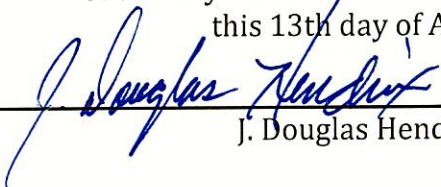
WHEREAS, these dedicated men and women serve as first responders during storms and emergencies, working long hours, often in hazardous environments, to restore power and ensure public safety; and

WHEREAS, their commitment to excellence, safety, and service reflects the highest standards of public service and plays a critical role in supporting the quality of life and economic vitality of the City of Statesville; and

WHEREAS, the City of Statesville recognizes and deeply appreciates the skill, sacrifice, and professionalism of our public power lineworkers;

NOW, THEREFORE, I, J. Douglas Hendrix, Mayor of the City of Statesville, North Carolina, do hereby proclaim **April 13 and April 18, 2026**, as **Lineworker Appreciation Days**.

IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 13th day of April 2026



J. Douglas Hendrix, Mayor



City of Statesville, North Carolina

Office of the Mayor

Proclamation

National Child Abuse Prevention Month April 2026

WHEREAS, child well-being is not just a moral imperative, but the foundation for building Statesville's future success and prosperity; and

WHEREAS, all children deserve to grow up in environments that offer Positive Childhood Experiences that promote healthy mental, physical, and emotional development; and

WHEREAS, communities that have the resources they need to ensure all families can access supports when they need them, free of judgement or barriers, can reduce the risk of child abuse and neglect, while promoting parental and family resilience; and

WHEREAS, child abuse and neglect are preventable, and the responsibility to help every child meet their full potential lies within every community member, organization, and leader, recognizing that promoting positive experiences for all Statesville families strengthens the future of our city; and

WHEREAS, collaboration among families, educators, early care providers, health care providers, faith-based organizations, local businesses, social services agencies, law enforcement, and community groups are essential for creating the positive environments and experiences children need to lead a healthy, purposeful life with hope for the future, and

WHEREAS, during Child Abuse Prevention Month, we recognize the importance of strengthening families and creating nurturing environments where all children feel supported, connected, and able to thrive.

NOW, THEREFORE, I, J. Douglas Hendrix, Mayor of Statesville, do hereby proclaim April 2026 as CHILD ABUSE PREVENTION MONTH in Statesville, North Carolina in partnership with Iredell County Department of Social Services, Iredell County Guardian Ad-litem office, Pharos Parenting, Dove House Children's Advocacy Center, and Iredell County Partnership for Young Children. We urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 13th day of April 2026



J. Douglas Hendrix

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**MINUTE BOOK 32, PAGE 035
STATESVILLE CITY COUNCIL PRE-AGENDA MEETING MINUTES – March 12, 2026
227 S. CENTER STREET – STATESVILLE CITY HALL – 4:00 PM**

Council Present: Mayor Hendrix presiding, Pearson, Allison, Pressly, Pfeufer, Nicholson, Lawton (Virtual), Robertson

Council Absent: Jones

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 Hendrix 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. Recognition of the Garfield/Green Street Historic District National Register Listing

Council Member Pearson stated that she thanked everyone for their support.

VII. Public Comment (Only at the Regular meeting)

VIII. CONSENT AGENDA

Mayor Hendrix stated that these items will be enacted with one motion.

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)

Smith stated that we are working on the priorities and the Strategic Plan.

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)

Council Member Nicholson asked if this could be for cayotes or just deer. Chief Onley said only deer.

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)

Mayor Hendrix thanked Mr. Jones for presenting.

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)

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)

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)

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)

Mayor Hendrix stated that this public hearing was continued to March 16. Council Member Pearson asked about the connectivity. Martin said that it is a pre-mature development. Council member Pearson would like the development to upgrade Japul Road.

Martin stated that this is just a developer and they do not build the land. Council Member Pearson is concerned about this issue.

Council Member Nicholson asked about the rezoning. Smith stated that the development is tied to the conditions and the concept plan. They are going to commit the end user to making the upgrades.

Martin stated that the road is a public road but it is not a publicly maintained road. It is an orphaned street. She said that planning would recommend that Japul Road should be upgraded and turned over to the City.

Council member Pfeufer asked how long the road needed to be upgraded. Bridges said it would be before.

Council Member Nicholson asked why the connection was removed. Martin stated that the community members came to the Planning Board and that board removed it.

Council Member Pfeufer asked if Crouch Street would be upgraded. Bridges stated no.

Council Member Pressly asked if the neighbors know about the change. Martin said they are resending letters.

Mayor Hendrix asked about the stormwater. Moore stated that the Beauty street culvert is getting upgraded and the area flooded during Helene.

Council member Robertson would like to see Japul Road upgraded to City standards. Martin stated that it is staff recommendation as well.

Hubert stated that they are making the easiest plan possible. They need to upgrade the Stormwater pipe.

Smith asked for Martin to review the options if it is denied. Martin stated that the developer can submit a new application the next day and go back through the process with a community meeting. If a builder does not like a condition, then they will also have to go back through the whole process.

Pressly asked where the conditions come from. Martin stated that some are standard, and others are from feedback from staff, council, and neighbors.

Martin said that Japul Road needs to be updated, and if they are not willing to do so then staff would recommend denial.

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

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 ejectment vacating and closing both dwelling and accessory structure as unfit for human habitation. (Marion)

Marion stated that there are some friends who are going to be in attendance in support of her.

Council Member Allison thanked staff for helping her.

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)

Campbell stated that half the property lies in the City Limits. In April 2024, the Council approved the Special use Permit for the Elite Ready-Mix Concrete Plant.

XIII. Conduct a public hearing and consider approving the first reading of TA26-01 update to the Stormwater Ordinance. (Moore)

Moore stated that there are only a little change following the Planning Board. The Planning Board would like to keep the stormwater review in TRC and allow up to 5000 square feet of new impervious for redevelopment before post construction stormwater is required. Council Member Pearson asked if Staff Recommendation is to remove from TRC. Moore stated that the Stormwater Plan Review is in the TRC. Everything goes to a Planner and they are not looking for complete stormwater. The process is being slowed down.

Smith stated that this is a complaint we get all the time.

XIV. Other Business

Boys and Girls Club

Smith stated that there are 30 day legal notice for a lease of the Bentley Center. On April 13, the lease will be on the agenda. We are going to add the purchase of the building on Monday night. Staff has worked with the executive agreement to draft a press release.

Smith stated that they have hired a new director and we are working on some solution to run the summer camp.

XV. Advisory Board Meeting Minutes

1. ABC Board January 27, 2026 Meeting Minutes
2. Stormwater Advisory Commission February 19, 2026 Meeting Minutes

XVI. Closed Session (After Pre- Agenda)

1. There was no closed session.

XVII. Adjournment

Council Member Allison made a motion to adjourn the meeting, Council Member Pfeufer seconded the motion. It passed unanimously.

**MINUTE BOOK 32, PAGE 038
STATESVILLE CITY COUNCIL REGULAR MEETING MINUTES – March 16, 2026
227 S. CENTER STREET – STATESVILLE CITY HALL – 6:00 PM**

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

Council Absent: None

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 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

Mayor Hendrix stated that we added Item XIV.

Council Member Allison made a motion to adopt the amended agenda, Council Member Lawton seconded the motion. The motion passed unanimously.

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

Mayor Hendrix stated that the Council strives to follow the Code of Ethics and Front and Center Strategic Plan.

VI. Presentations & Recognitions

1. Recognition of the Garfield/Green Street Historic District National Register Listing

Mayor Hendrix reviewed the Historic District. He asked for Council Member Pearson to come forward to say a few words.

Council Member Pearson asked the board members of the African American Historic Black Historic Preservation. She thanked the board and others who helped make this possible.

VII. Public Comment

Mayor Hendrix stated that no one signed up for public comment.

VIII. CONSENT AGENDA

Mayor Hendrix stated that these items will be enacted with one motion.

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)

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)

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)

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)

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)

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)

Mayor Hendrix asked for a motion on the consent agenda.

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

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)**

Mayor Hendrix opened the public hearing.

Kirkendall stated that this property is 28 acres to rezone the property to R8-CZ. He stated that the project is looking to develop a cluster subdivision with 70 single family units. They would be required to have buffers, sidewalks and street trees.

The Land Development Plan projects this as Complete Neighborhood 2. The property is in the ETJ.

The original concept plan showed a connection to Japul Road. This connection is the Staff Recommendation, but the applicant is not interested in this plan. Kirkendall stated that the community members were concerned about increased traffic, the street condition of Japul Road, and the ponds flooding. Thus, the applicant removed the Japul Road connection. The Planning Board supported removal of the connection.

Planning Staff is concerned that if the project is approved, the site will not have a publicly maintained road.

Kirkendall reviewed the Conditions of the rezoning request.

1. 70 single family detached homes
2. Mixed of materials
3. HOA will maintain the open space
4. PD approved security cameras
5. 20 ft easement with the 10 ft greenway
6. Concept plan will have the conditions listed.
7. The project shall connect to Verde Way which is currently being developed in the adjacent Greenbriar Ridge subdivision.
8. If the development of Japul Road access is required due to the inability to connect to Verde Way, the developer shall improve the unmaintained portion of Japul Road per the City's street standards but not requiring curb, gutter and sidewalk. The unmaintained portion of Japul Road is defined as the segment.

Council member Jones is concerned that Japul Road does not have sidewalks.

Council Member Pressly is concerned about the neighbors not knowing about the new conditions. Kirkendall stated that the conditions were discussed today. Council Member Allison is concerned about that the developers did not tell the neighbors about the conditions.

Messick stated that option 3 reads very broadly. She would like the Japul Road to be improved to more specific and standard. Martin asked for the specific and they will improve the pavement from 415 Japul road to the neighborhood up to City Standards.

Mr. Anderson is the civil engineer for the project. He stated that he is the engineer for the Greenbriar Ridge subdivision. He stated that the project is 10 to 11 months out. It will be a very similar project to Greenbriar Ridge. He stated that the neighborhood will connect by sidewalk to the Greenbriar Ridge Development. The greenway will also connect to Greenbriar Ridge subdivision. The Community Meeting had all the neighbors attended the meeting.

Council Member Allison asked about the resident's concern for safety. Anderson stated that the police asked for a camera and the developer was fine with it.

Council Member Pearson stated that the concern is Japul Road. Anderson stated that there will be no construction on Japul Road. He said there will be no construction until there is access through Greenbriar Ridge.

Council Member Pressly stated that there is no signaling on Broad Street. He asked if the connection could be removed from the condition.

Mr. Anderson stated that the designer will sell the plans to a builder.

Council Member Jones is concerned about the road conditions, like the Larkin development. He is also concerned that there is no TIA for this project. Bridges stated that there could be additional improvements if the homes were included in Greenbriar Ridge. He stated that the Greenbriar Ridge is updating the signal at Greenbriar and Eastside Drive. He would like to have a condition about having a TIA.

Council Member Allison asked who would be responsible for the roads. Bridges stated that the developer has to maintain the road until the City takes the roads over.

Council Member Pearson is concerned about the traffic on Eastside Drive.

Smith asked if the TIA would take another subdivision into account. Bridges stated that the TIA takes approved subdivisions into account. He stated that he could request a TIA for the project. Bridges stated that the engineer could ask for a TIA.

Council Member Pfeufer asked if the pipe was in a good condition. Anderson stated that the pipe is blocked and there is a need for a culvert. If the Road needed to be improved, then you would need to improve the pipe.

Marie Martin, 620 Japul road, the property owner gave the right of way to a lumber company and they have not repaired the road. She is concerned about the animals who come to the pond. It is not fair for the City of Statesville.

Edith Futch, 620 Japul Rd, owner of the roads and pond. She stated that the road cannot take additional traffic.

Jim Dobson, 415 Japul Road, stated that he came before to the Planning Board and the revised plan without the connection. They are concerned with the connection and was under the impression it was not included.

Council Member Allison asked who would maintain the roads.

Helen Dobson, 415 Japul Road, stated she was unaware that the connection was in play.

Mayor Hendrix closed the public hearing.

Council Member Jones made a motion to deny the zoning amendment. He read the consistency statement denial:

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, as the project does not improve connectivity for the broader area nor provide improvements to Japul Rd.

Council Member Lawton seconded the motion.

Council Member Pressly suggested the developer to come back to the City. Council Member Pressly stated that Japul Road should not be included.

Council Member Robertson called the question.

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

- X. Conduct the continued public hearing and consider approving the first reading of the petition of annexation AX26-01 Japul Road. (Kirkendall)
This item was pulled by the applicant.**
- 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)
Mayor Hendrix opened the public hearing.**

Marion stated that we are asking for an ordinance as a summary ejectment vacating and closing both dwelling and the accessory structure. She reviewed the location of the property. The property appeared on the 2020 Housing Inventory List. She stated that there has been long term element exposure to the home since 2022. The tree was not moved from the property for over a year. The City Records go back to 2014 for utilities, there has been no electricity or water to the home since. To reconnect, it will cost over \$5,000.

Staff has made multiple attempts to find her additional housing. Staff contacted 5th Street, Housing Authority, and Partners. They are just waiting on her to apply. She will be moved up the list with Housing Authority because of this violation.

Staff recommend to vacate the property, post as unfit for human habitation, board and secure both the dwelling and accessory structure.

Council Member Lawton asked how long she will have to vacate the property. Marion stated that it will take some time since the City Attorney will have to take this to a magistrate.

Council member Allison thanked staff for their work.

Council Member Lawton asked if she filled out applications for alternative housing. Marion stated that she has not. Marion stated that someone is here from 5th Street Ministries about some place to live.

Council Member Pearson stated that the home is inhabitable. It is becoming an environmental issue. She stated that she has some mental issues.

Council Member Allison stated that she graduated with her and she is unsure about her mental status.

Messick stated that she has to go through the process through the Court system.

Mayor Hendrix called the public hearing.

Marilyn Sexton, _____, is a friend of Theresa. She stated that Theresa wants to stay at the home, but she stays in the building that is infested with bugs and rats. She is very concerned about Theresa. She takes her food and her to events at the church. Theresa is determined to get an attorney but to her knowledge, she has not talked to the attorney.

Elliot Blackwell, 5th Street Ministries, he is part of the PATH Program that helps citizens transitioning from homelessness with serious mental illness. The program has specific requirements established by HUD. He stated that he speaks with the individual and begin a case plan. They provide case management and refer them to housing, mental health, and treatment programs. They spoke in January 2025. He reached out to her and noticed some mental disorder. He provided her opportunities to apply for housing and she refused. She declined to receive benefits and declined. She declined services through multiple case workers.

Mayor Hendrix closed the public hearing and asked for a motion.

Council Member Pressly made a motion to approve the first reading of the ordinance. Council Member Allison seconded the motion.

Council Member Jones asked for an estimate to demo and clean. Marion stated that there was no estimate for demolition. Demolition will come back to the Council.

Council member Allison asked if she would be charged with trespassing. It will have to go with the court process then the Sheriff's office has to change the locks and has to leave the property.

Mayor Hendrix called vote on the motion. The motion passed unanimously.

- 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)**

Mayor Hendrix opened the Public Hearing.

Campbell stated that the applicant is requesting annexation that was a contingency of a Special Use Permit. The property is on the southern edge of City Limits. The property is partially in the

city limits. Campbell reviewed the City Services. The property is moving through the TRC process. Staff has recommended to annex the property.

Mayor Hendrix stated that no one has signed up to speak, so he closed the public hearing.

Council Member Nicholson made a motion to approve first reading. Council Member Robertson seconded the motion. The motion passed unanimously.

- XIII. Conduct a public hearing and consider approving the first reading of TA26-01 update to the Stormwater Ordinance. (Moore)**
Mayor Hendrix opened the public hearing.

Moore stated that he is recommending an amendment to the Unified Development Code. The MS4 permit requires the City to update the Stormwater Ordinance with a low-density development option for post-construction.

Mayor Hendrix stated that there was no one who signed up to speak at the public hearing. He closed the public hearing.

He asked for a motion on this item.

Council Member Pearson approve the staff recommendation for the text amendment. Council Member Allison seconded the motion. The motion carries unanimously.

- XIV. Consider approving a resolution and budget amendment to purchase the property at 1001 Cohran Street.**

Hills stated that we are looking to look at purchasing the 4.4 acre property with the recreational facility. The property is currently owned by the Boys and Girls Club. They are looking to sell to increase their programing. Purchasing this property will provide equitable services for our city's growth. The approval of this request includes a budget amendment from fund balance to pay the downpayment.

Mayor Hendrix asked for a motion.

Council Member Allison made a motion to approve the resolution and budget amendment. Council Member Nicholson seconded the motion. The motion carries unanimously.

- XV. Other Business**

- XVI. Advisory Board Meeting Minutes**

1. ABC Board January 27, 2026 Meeting Minutes
2. Stormwater Advisory Commission February 19, 2026 Meeting Minutes

- XVII. Closed Session (After Pre- Agenda)**

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

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Lesley Marion, Code Compliance Supervisor And Minimum Housing Inspector
DATE: 3/31/2026 8:21 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of the dilapidated dwelling located at 319 Monroe Street and creating 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:

City Council held the public hearing and first reading of the ordinance. Two individuals spoke in favor of the ordinance. The first reading passed unanimously.

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:

I concur with the department recommendation.

8. Next Steps:

If approved, the City Attorney will begin the process of summary ejectment vacating and closing both dwellings.

9. Attachments:

1. Condemnation Ordinance

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: _____

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 3/27/2026 8:22 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second 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 held the first reading and public hearing at the March 16, 2026 meeting. No one from the public came to speak. The first reading was passed unanimously.

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 approving the second reading.

8. Next Steps:

If approved, the annexation would be in effect on April 30, 2026.

9. Attachments:

1. Ordinance_Annexation_AX26-02 552 Buffalo Shoals Rd FINAL

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

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Randall Moore, Stormwater Program Manager
DATE: 3/27/2026 8:22 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of 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 held the first reading and public hearing at the March 16, 2026 meeting. No one from the public spoke during the public hearing. The first reading passed unanimously.

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:

N/A

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:

I concur with the department recommendation.

8. Next Steps:

If adopted, the ordinance will be signed and the City Code would be updated.

9. Attachments:

1. 2026-1-16 TA STW Ord and Landscape

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)

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Emily Kurfees, City Clerk

DATE: 3/31/2026 8:21 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a request for City Co-Sponsorship from the Statesville Housing Authority.

1. Summary of Information:

Levitt AMP Statesville (SVL) Music Series is 11Free, Live Outdoor Concert performances on Saturdays in 2026 with four shows during May and resuming with the final six shows in September and October. One of the concerts would be on October 17th from 12:00 to 8:00 PM which is the same weekend as the Carolina Balloonfest. On this night, the major laser light show will accompany the EDM performance. The final show would be Winter "Christmas Concert" on November 28th.

The base site is located on SHA property. They will limit the number of community vendors and they will not be in the main stage viewing areas. SHA plans to have one food and one beverage vendor at each event. Participants would be allowed to bring in food, but no alcohol. Alcohol would be sold at the event and an ABC Permit would be required.

Parking would be at the current SHA Campus as well as overflow grass sites and on street parking. Parking across Garner Bagnal Blvd is also a possibility. We have requested that there be shuttles to ensure safety of pedestrians. Printed parking signs with the event name will be placed around the areas on the day of the event to assist drivers. SHA is going to speak with the director of Purple Heart Homes about utilizing their parking spaces instead of SHA property on the other side of the Garner Bagnal Blvd. However, depending on the EDM night artist and the laser show, SJHA may look at utilizing all options accordingly.

2. Previous Council or Relevant Actions:

Mayor Kutteh and Ron Smith submitted letters of support for the grant for SHA to receive the funding to put on the music festival.

The last event that City Council Co-Sponsored was the Stop the Violence Cookout.

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 Quality and Creativity

Supporting this request will allow SHA to use the grant funding to put on the concert series instead of funding towards services such as trash cans and public safety officers.

4. Budget/Funding Implications:

For each event, 7 police officers will be needed at \$40.00 an hour. Typically, for co-sponsored events, SPD officers are split half with the City and half with the event organizer. Per event, it would cost the city and SHA \$560 for the police officers. In total, it would cost the City \$5,600 for 10 out of the 11 events. (SPD will be unable to serve the October 17th event due to Balloonfest).

They are having tents and a stage which would require fire marshal personnel to inspect the stage and tents. This would cost \$75 typically, but for Special Events it is only \$35. Personnel would get overtime pay. Co-sponsoring the event would mean the cost is covered by the City.

The event requires trash and recycling cans to be brought each week. With trucks and personnel, it is about \$353 dollars per event. Co-sponsoring the event would mean that the City covers these costs.

5. Consequences for Not Acting:

SHA would have to cover the costs of the police officers (\$11,200), \$25 for trash and recycling cans, and \$35 for the tent and stage inspection as well as the \$50 application fee. Total: \$11,310 for city services.

6. Department Recommendation:

Approve as recommended.

7. Manager Comments:

The city supported this application when it was submitted. Although we did not give a firm commitment on the cost of the services, we can incorporate those costs into our budget. This would be a good opportunity to provide cultural activities for our residents and would go far in building our relationship with the Statesville Housing Authority. I would recommend co-sponsoring the event up to the full amount.

8. Next Steps:

If approved, approve the permit and have the City Manager sign.

9. Attachments:

1. APP SHA Levitt AMP Music Series

From: [Emily Kurfees](#)
To: [David Onley](#); [George Campbell](#); [April Nesbit](#); [Steve Bridges](#); [Glenn Kurfees](#); [Pete Morrison](#); [Matthew Pierce](#)
Cc: [Sherisha Hills](#); [Scott Harrell](#); [Richard Griggs](#)
Subject: SHA Levitt AMP Music SVeries
Date: Monday, February 23, 2026 12:56:00 PM
Attachments: [NCHARRP . Statesville HA 2026 COI-Levitt.pdf](#)
[Campus . Venue Parking.jpg](#)
[SHA Campus map.pdf](#)
[image001.png](#)

Good afternoon,

This event has the committed support of the City as per the application partner and subsequent support letters. Webpage for event: <https://www.iscecinc.org/levitt-amp-statesville-svl> Base site plan is the same utilized over the last 3 years. Permanent stage. We will limit the number of community vendors and they will not be in the main stage viewing areas. We plan to have one food and one beverage vendor at each event. Event allows participants to bring in food, but no alcohol.

I attached the parking and venue map as well as the COI.

Event Dates: May 2, 9, 16, 30, 2026 & September 12, 19, 26 & October 3, 10, 17 & November 28, 2026 - 11 Sessions

Event Start time: 4:00-8:00 PM, except October 17 – 12:00-8:00 PM

Requests:

- ABC Letter
- Trash cans
- Tent permit

Please let me know your comments by the end of the week.

Thank you,

Emily Kurfees
City Clerk
City Administration
P.O. Box 1111
Statesville, NC 28687
Phone: (704) 878-3583



From: Locable <help@locable.com>
Sent: Thursday, February 19, 2026 12:38 PM
To: Emily Kurfees <ekurfees@statesvillenc.net>
Subject: New Submission from your Special Event Permit Application Form in your City of Statesville account at Locable

[NOTICE: This message originated outside of the City of Statesville mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]



You have a new submission from your Special Event Permit Application Form!

You can view this and other submissions in your [Locable account](#).

Message: This event has the committed support of the City as per the application partner and subsequent support letters. Webpage for event: <https://www.iscecinc.org/levitt-amp-statesville-svl> Base site plan is the same utilized over the last 3 years. Permanent stage. We will limit the number of community vendors and they will not be in the main stage viewing areas. We plan to have one food and one beverage vendor at each event. Event allows participants to bring in food, but no alcohol.

Submitted File: [View File](#)

Submitted File: [View File](#)

Submitted File: [View File](#)

How will parking be accommodated for the event? (Parking and buildings involved may be examined for ADA compliance. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.): Existing SHA Campus parking and overflow grass sites Art Hub parking Street parking along S. Center and Public lot off of South Center Purple Heart Homes has been contacted as a possible overflow site as well

How many Trash and Recycling Containers are you requesting?: 10 each of regular trash and recycle bins for each date

Will you require access to water for the event?: No

Will you require generators for the event?: No

Will you require electrical hook ups for the event? : No

If yes, how many? ADA compliance restrooms must be provided.: 3

Will you provide portable toilets for the general public: Yes

Will there be any tents or canopies in the proposed event site? If yes, please fill out the Fire Marshal's Office Tent Permit

Application.: Yes

Amplification?: Yes

Number of Bands?: Over 22 through the course of the entire series

Number of Stages?: 1

Will there be musical entertainment? If yes, provide the following.:
Yes

Does the event involve the sale of non-food items?: No

Does the event involve the sale of food? If yes, contact the Iredell County Health Department.: Yes

Does the Event involve the sale or use of alcoholic beverages? If yes, has the ABC Permit been obtained: Yes

Street Closure Request Option 2: (Please provide a detailed map demonstrating your street closures including where your vendors and stage will go.): None

Street Closure Request Option 1: (Please provide a detailed map demonstrating your street closures including where your vendors and stage will go.): None

Please provide a brief description and purpose of the event.: Free outdoor music series as per the Levitt Family Foundation grantee agreement.

Applicant Email: artist4life@sha-online.org

Applicant Phone Number: 7047614498

Zip Code: 28677

State: NC

City: Statesville

Applicant Address: 110 West Allison Street

Applicant Title: CFO

Applicant First & Last Name: Donald Hicks

Is the organization a non-profit? (If yes, please provide a copy of the IRS determination.): Yes

Sponsoring Organization Name: Iredell Statesville Community Enrichment Corporation, (ISCEC)

Basis on which the estimate is made.: Free to the public, Heavy marketing, special performances & great afternoon Saturday time slot

Estimated Attendance?: 1000 - 1500

Dismantle Hours: End Time (What time will you have dismantling completed?): 10:00

Dismantle Hours: Start Time (What time will you begin dismantling?): 8:15 pm

Event End Time: 8:00 pm

Event Start Time: 4:00 pm / except October 17th will begin at Noon

Set-Up Hours: End Time (What time will setup be completed?): 3:00 pm

Set-Up Hours: Start Time (What time will you begin setup?): 11:00 am

Event Location: (If the event is a parade, please complete a route description form): 110 West Allison Street

Event Dates: Note: If the event is more than 3 days in duration and not in the public right-of-way, you will also need a temporary event permit. Contact the Police Department at 704-878-3412 for more information.: May 2, 9, 16, 30, 2026 & September 12, 19, 26 & October 3, 10, 17 & November 28, 2026 - 11 Sessions

Event Name: Levitt AMP Statesville Music Series

You can choose which emails to receive and select the frequency in which you want to receive emails [by updating these settings in your Locable account.](#)

Together We're Building Main Street for the 21st Century™

NORTH CAROLINA HOUSING AUTHORITIES RISK RETENTION POOL

ADDITIONAL INSURED ENDORSEMENT

Named Insured and Mailing Address (referred to below as “You” or “Your”):

**Statesville Housing Authority
Iredell Statesville Community Enrichment Corporation (ISCEC)
110 West Allison Street
Statesville, NC 28677**

Interest: Levitt Foundation Music Series Grant

Policy Period: From: January 1, 2026, 12:01 a.m. To: January 1, 2027, 12:01 a.m.

This endorsement modifies the NCHARRP Commercial General Liability Coverage Part as follows:

A. Section II – Who Are Member’s are amended to include as Additional Insured’s:

**Levitt Family Foundation, 1910 W. Sunset Blvd., Ste. 600 Los Angeles, CA 90026 and
Mortimer & Mimi Levitt Foundation, Inc., 1501 Broadway Ste. 1001, New York, NY 10036**

Such person(s) or organization (s) is an Additional Insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Yours acts or omissions; or
- b. The acts or omissions of those acting on Your behalf;

in the performance of Your ongoing operations for the additional insured at the Premises described above.

B. With respect to the coverage afforded to the Additional Insured, the following is added to Section III – Limits of Coverage:

The insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. If coverage provided to the Additional Insured is required by a contract or agreement, the coverage afforded to the Additional Insured will not be broader than that which You are required by the contract or agreement to provide for such Additional Insured, or by the amount of coverage available under the applicable Major Limits for the Coverages shown in the Declarations Page issued to You, whichever is less.

A person’s or organization’s status as an Additional Insured under this endorsement ends when Your operations for the person or organization described in Paragraph A above are completed.

This endorsement shall not increase the applicable Major Limits for the Coverages shown in the Declarations Page issued to You.



Statesville Skate Park

Hay 90

Shelton Ave.

All: sea St.

CAST Campus/Venue

Center St

Index



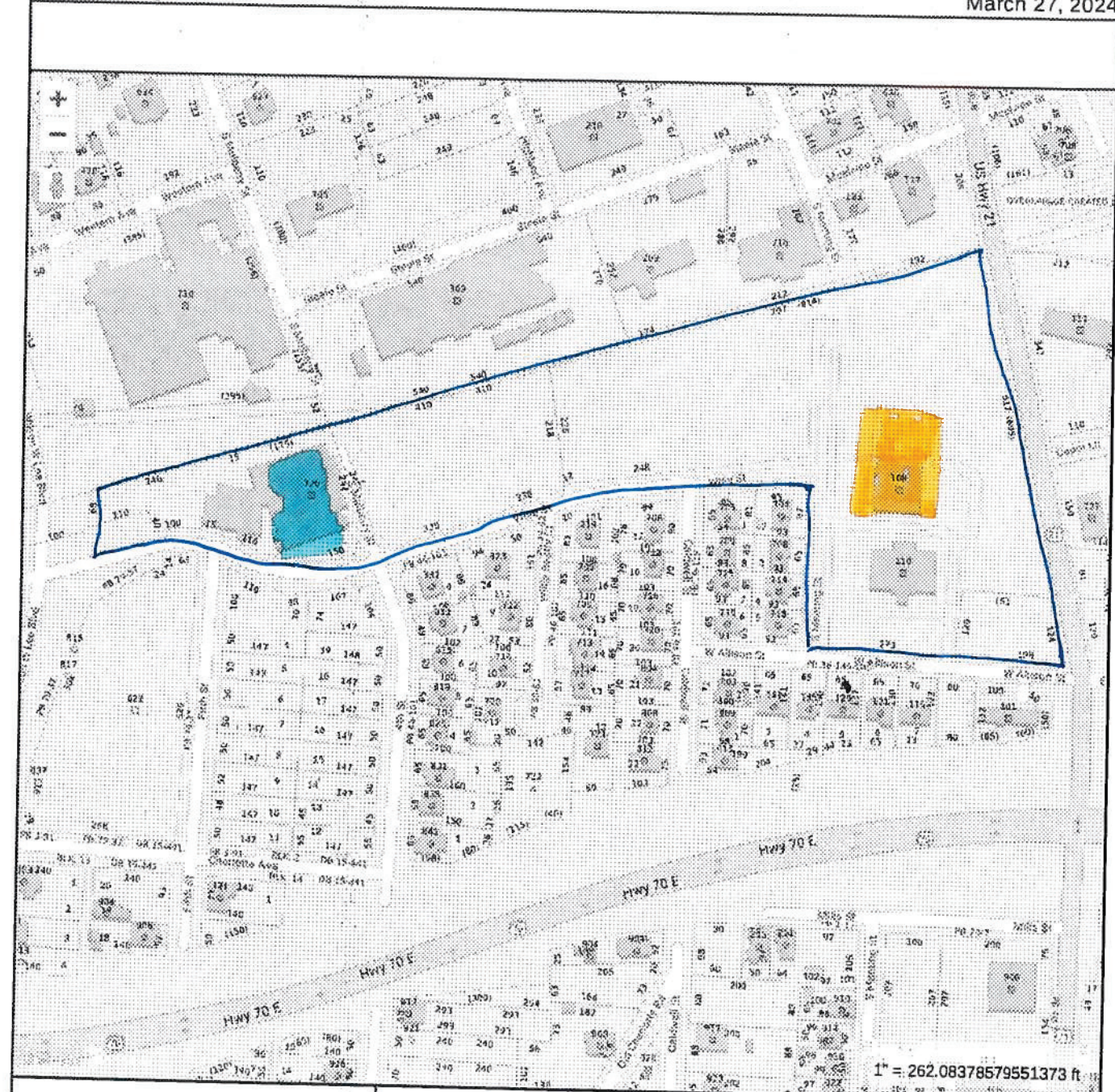
Overflow Grass Parking




Paved Parking



Cast Campus



 = Power 98

 = State Park



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Iredell County, North Carolina makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 02/20/2024
Data updated 03/18/2024

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Emily Kurfees, City Clerk

DATE: 3/27/2026 8:14 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a resolution to amend the Regular Meeting Calendar.

1. Summary of Information:

Based on feedback at the retreat, and in conversations starting in December, it is evident that smart growth and balanced growth principles are important to the majority of this Council. Some members of City Council would like to send a contingent to the Strong Towns Annual Conference, which is the same date as the May 18th meeting.

Since we will be canceling the May 18th meeting, we suggest having only one meeting in May on May 11th with Pre-Agenda on May 7th.

2. Previous Council or Relevant Actions:

City Council adopted the regular meeting on December 15, 2025.

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:

No budget implications on amending the calendar.

5. Consequences for Not Acting:

The calendar will remain the same with the 2 meetings in May.

6. Department Recommendation:

Approve the amended calendar.

7. Manager Comments:

Recommend approving the amended calendar.

8. Next Steps:

Post the amended calendar on the City Website.

9. Attachments:

1. 2026 Calendar May Amendement
2. RES AMENDED

2026

City Council Calendar

January						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Pre-Agenda Meeting

Regular Meeting

Retreats

Holidays

Jan 01	New Years Day	Jul 09	Pre-Agenda
Jan 08	Pre-Agenda	Jul 13	Regular Meeting
Jan 12	Regular Meeting	Jul 30	Pre-Agenda
Jan 19	MLK Jr. Day	Aug 03	Regular Meeting
Jan 29	Pre-Agenda	Aug 13	Pre-Agenda
Feb 02	Regular Meeting	Aug 17	Regular Meeting
Feb 12	Pre-Agenda	Sep 07	Labor Day
Feb 16	Regular Meeting	Sep 10	Pre-Agenda
Feb 19	Winter Retreat	Sep 14	Regular Meeting
Feb 20	Winter Retreat	Oct 01	Pre-Agenda
Feb 26	Pre-Agenda	Oct 05	Regular Meeting
Mar 02	Regular Meeting	Oct 15	Pre-Agenda
Mar 12	Pre-Agenda	Oct 22	Fall Retreat
Mar 16	Regular Meeting	Oct 19	Regular Meeting
Apr 03	Good Friday	Oct 29	Pre-Agenda
Apr 09	Pre-Agenda	Nov 02	Regular Meeting
Apr 13	Regular Meeting	Nov 11	Veterans Day
May 07	Pre-Agenda	Nov 12	Pre-Agenda
May 11	Regular Meeting	Nov 16	Regular Meeting
May 25	Memorial Day	Nov 26	Thanksgiving
May 28	Pre-Agenda	Nov 27	Thanksgiving
Jun 01	Regular Meeting	Dec 10	Pre-Agenda
Jun 11	Pre-Agenda	Dec 14	Regular Meeting
Jun 15	Regular Meeting	Dec 24	Christmas Eve
Jun 19	Juneteenth	Dec 25	Christmas
Jul 03	Independence Day	Jan 01	New Years Day

RESOLUTION NO. _____
**A RESOLUTION ADOPTING THE OFFICIAL AMENDED MEETING CALENDAR FOR THE
CITY COUNCIL OF THE CITY OF STATESVILLE FOR THE YEAR 2026**

WHEREAS, the City Council of the City of Statesville holds regular meetings to conduct the official business of the City; and

WHEREAS, it is the desire of the City Council to establish its official meeting schedule for the year 2026 in accordance with applicable state laws and local ordinances; and

WHEREAS, providing a public schedule promotes transparency, ensures adequate notice, and supports effective participation by citizens, staff, and elected officials.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STATESVILLE THAT:

1. **Adoption of Calendar.** The City Council hereby adopts the official meeting calendar for the year 2026 as attached hereto and incorporated by reference.
2. **Regular Meetings.** Unless otherwise noted, regular meetings of the City Council shall be held on the first and third Monday of each month at 6:00 PM.
3. **Special or Called Meetings.** Additional meetings may be scheduled as necessary pursuant to applicable law, with proper notice provided.
4. **Amendment:** The May Meeting Schedule has changed.
5. **Public Notice.** The City Clerk is directed to publish and post the adopted calendar in accordance with statutory requirements.

ADOPTED this 13th day of April, 2025.

CITY OF STATESVILLE

J. Douglas Hendrix, Mayor

ATTEST:

Emily Kurfees, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Emily Kurfees, City Clerk

DATE: 3/27/2026 8:20 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the Electronic Records and Imaging Policy.

1. Summary of Information:

The City maintains a growing number of public records in electronic format, including records created digitally as well as records that have been digitized through imaging systems. The North Carolina Department of Natural and Cultural Resources (DNCR) requires local governments that maintain electronic records with retention periods of ten years or more, or that digitize paper records for retention purposes, to adopt a formal electronic records policy consistent with state guidelines.

The proposed policy is modeled after the DNCR guidelines and establishes standards to ensure the reliability, accessibility, and long-term preservation of electronic records maintained by the City. The policy applies to all public records as defined by North Carolina General Statute §132-1 and includes both permanent and non-permanent records, as well as confidential and non-confidential information.

The Electronic Records Policy establishes procedures and responsibilities related to the management of electronic records, including:

System Security and Access: Establishes protocols for controlling access to electronic records, managing confidential information, and maintaining system security.

Digital Imaging Procedures: Outlines procedures for scanning, indexing, quality control, and auditing of digitized records using the City's Laserfiche document management system.

File Naming and Metadata Standards: Establishes consistent file naming conventions and metadata requirements to ensure records remain searchable and organized.

Backup and Disaster Recovery: Documents the City's backup and recovery processes, including off-site storage, cloud replication, and system recovery timelines to ensure records remain accessible during emergencies.

Training and Auditing: Requires staff training on electronic records management practices and periodic system audits to verify accuracy, integrity, and accessibility of records.

2. Previous Council or Relevant Actions:

City Council has approved the Record Retention Schedule from the DNCR.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: Invest in employee professional development to promote continuous learning and improvement in service delivery.

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value Integrity

This policy will allow City Staff to digitize older, paper files in order to have less physical storage space needed.

4. Budget/Funding Implications:

There is no direct fiscal impact associated with adoption of this policy. The policy formalizes existing practices and systems already utilized by the City, including Laserfiche and the City's IT backup infrastructure. Future cloud storage upgrades may be needed.

5. Consequences for Not Acting:

City Staff will not be able to digitize paper records.

6. Department Recommendation:

Staff recommends to adopt this policy because it allows the City to comply with state guidance regarding electronic records management. It also establishes documentation necessary to demonstrate that the City's electronic records are trustworthy and admissible for legal, administrative, and public records purposes.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

Once approved, we will send the policy to the state.

9. Attachments:

1. Statesville Electronic Records Policy

Electronic Records and Imaging Policy and Procedures

April 13, 2026



This policy is modeled after the Department of Natural and Cultural Resources guidance document *Guidelines for Managing Trustworthy Digital Public Records*.¹ This policy applies to both born-digital electronic records and electronic records generated by imaging systems. This policy incorporates two additional forms, the *Electronic Records Self-Warranty* form and the *Request for Disposal of Original Records Duplicated by Electronic Means* form.

The North Carolina Department of Natural and Cultural Resources requires that any agency that images its records as part of its records retention practices sign this policy after tailoring it to meet agency needs. This policy is also a requirement for agencies maintaining electronic records that have retention periods of ten or more years.

Subject: Electronic Records Policy Number: _____
 Effective date: _____ Modified date: _____

Type of Government Office: County Municipal State Agency Other*

For Other, enter name of "parent" agency unless unassigned:

County/Municipality/Agency: City of Statesville
 Name of Office: City Hall
 Office Address: 227 S Center St, Statesville, NC 28677
 Phone: 704-878-3583 Fax: _____ Email: clerk@statesvillenc.net

*Includes assigned and unassigned offices (authorities, boards, bureaus, commissions, councils, private/public hybrid entities, etc.)

¹ <https://archives.ncdcr.gov/documents/guidelines-managing-trustworthy-digital-public-records>

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1. Purpose

The records covered by this policy are in the custody of City of Statesville and are maintained for the benefit of agency use in delivering services and in documenting agency operations. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication *Guidelines for Managing Trustworthy Digital Public Records*.² Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the agency's Laserfiche imaging system, which reduces required storage space for original documents as the agency transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The form provided in Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*, is completed and submitted to the Department of Natural and Cultural Resources whenever this agency wishes to dispose of a series of paper records that have been digitized.

This policy will supersede any electronic records system policy previously adopted. This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system, and will be updated as required. A copy of this policy will remain on file at the Department of Natural and Cultural Resources.

2. Responsible Parties

- City Administration
- Department Directors
- IT Department
- Records Creators

City Administration

Responsibilities include:

1. Determining access rights to the system
2. Approving system as configured by IT

Department Directors

Responsibilities include:

1. Ensuring training of records creators
2. Periodically auditing imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed

² <https://archives.ncdcr.gov/documents/guidelines-managing-trustworthy-digital-public-records>

IT Department

Responsibilities include:

1. Installing and maintaining equipment and software
2. Configuring the system according to agency needs, including creating and testing applications and indexes
3. Controlling permission rights to the system
4. Maintaining documentation of system hardware and software
5. Establishing audit trails that document actions taken on records stored by the information technology system
6. Providing backups for system records and recovering deleted imaged records when necessary
7. Completing a disaster recovery backup at least once every two years
8. Establishing and providing training on equipment and software, documenting such training, and providing remedial training as needed.
9. Creating and updating detailed procedural manuals describing the imaging process and equipment
10. Conducting any necessary batch conversions or batch renaming of imaged records

Records Creators

Responsibilities include:

1. Attending and signing off on training conducted by IT staff or by the Department of Natural and Cultural Resources
2. Creating passwords for computers that are long, complex, and frequently changed
3. Creating and managing electronic records in their purview in accordance with the policies and other guidance issued by the Department of Natural and Cultural Resources and complying with all IT security policies
4. Reviewing system records annually and purging records in accordance with the retention schedule
5. Guaranteeing that records, regardless of format, be retained for the period of time required by local records retention schedules
6. Carrying out day-to-day processes associated with the agency's imaging program, including:
 - Designating records to be entered into the imaging system
 - Noting confidential information or otherwise protected records and fields
 - Removing transitory records from the scanning queue
 - Completing indexing metadata for each record being scanned
 - Reviewing images and indexing for quality assurance
 - Naming and storing the scanned images in designated folders
 - Once approved, destroying or otherwise disposing of original records in accordance with guidance issued by the Department of Natural and Cultural Resources and City Policy
7. Public employees who have been approved to telecommute or use mobile computing devices must:
 - Comply with all information technology security policies, including the agency and statewide acceptable use policies, as well as all statutes and policies governing public records
 - Back up information stored on the mobile device daily to ensure proper recovery and restoration of data files
 - Keep the backup medium separate from the mobile computer when a mobile computer is outside a secure area

3. Availability of System and Records for Outside Inspection

This agency recognizes that the judicial system may request pretrial discovery of the information technology system used to produce records and related materials. Agency personnel will honor requests for outside inspection of the system and testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must

continue to exist when litigation, government investigation, or audit is pending or imminent, or if a court order may prohibit specified records from being destroyed or otherwise rendered unavailable.

In order to lay a proper foundation for the purposes of admitting the agency's electronic records into evidence, the agency will be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- Procedural manuals
- System documentation
- Training documentation
- Audit documentation
- Audit trails documenting access permission to records

The agency will also honor inspection and copy requests pursuant to N.C. G.S. § 132. The agency should produce the records created and used in the course of business, maintaining established folder structure as applicable. The agency should produce records in any format it is capable of producing if asked by the requesting party; however, the agency is not required to create or compile a record that does not already exist. If it is necessary to separate confidential from non-confidential information in order to permit the inspection or copying of the public records, the public agency will bear the cost of such separation.

4. Maintenance of Trustworthy Electronic Records

- Produced by Methods that Ensure Accuracy
- Maintained in a Secure Environment
- Associated and Linked with Appropriate Metadata
- Stored on Media that are Regularly Assessed and Refreshed

Produced by Methods that Ensure Accuracy

All platforms used by the agency to create and manage electronic records, including e-mail clients, social media platforms, and cloud computing platforms, conform with all Department of Natural and Cultural Resources policies and all applicable IT security policies.

Electronic files are named in accordance with the *Best Practices for File Naming* published by the Department of Natural and Cultural Resources.³ **All electronically stored files are named with the following convention and required fields:**

The date associated with the file in international standard format of either YYYY MM DD, MM DD YYYY or some variation that includes the year, month, and day of the document.

A description of the document using alphanumeric characters including the document type and other relevant descriptors

Naming Guidelines include:

All letters are lowercase, except the first letter of each word following an underscore, hyphen or proper name.

Letters, numbers, hyphens, and underscores are permitted. Special symbols are not allowed.

³ <https://archives.ncdcr.gov/documents/best-practices-file-naming>

Do not use filenames based on changeable attributes such as author name or storage location.

Filenames must remain persistent and not be altered based on temporary or irrelevant details.

Avoid lengthy or complex names such as “filenameconventionjoesfinalversioneditedfinal.doc”.

Electronic files are saved in formats that comply with DNCR’s *File Format Guidelines for Management and Long-Term Retention of Electronic Records*.⁴ File formats used by the agency are identified as standard by DNCR and are well-supported, backwards compatible, and have robust metadata support.

Maintained in a Secure Environment

Security of the system and the records it holds is maintained in the following ways:

- Access rights are managed by the IT department and are assigned by a supervising authority to prevent unauthorized viewing of documents.
- The Laserfiche Repository system is able to separate confidential from non-confidential information by the record creator selecting the correct template for the document
- Folders with confidential information are restricted, and access rights to confidential data are carefully managed. Confidential material is redacted **by the record creator** before it is shared or otherwise made available.
- Physical access to computers, disks, and external hard drives is restricted.
- All system password and operating procedure manuals are kept in secure off-site storage.

Associated and Linked with Appropriate Metadata

Metadata is maintained alongside the record. At a minimum, metadata retained includes **file** creator, date created, title (stored as the file name), and when appropriate, cell formulae and e-mail header information. Employees are not instructed to create metadata other than metadata that is essential for a file’s current use and/or retention.⁵

Stored on Media that are Regularly Assessed and Refreshed

Data is converted to new usable file types as old ones become obsolete. The following steps are taken to ensure the continued accessibility of records kept in electronic formats:

- Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media.
- Records are periodically verified through hash algorithms. This is required before and after transfer to new media to ensure the records were not altered.
- Media is refreshed every three to five years. The agency documents when and how records are transferred from one storage medium to another. Once the new media has been sampled to assure the quality of the transfer, the original media may be destroyed according to the guidelines of 07 NCAC 04M .0510.
- Records are periodically migrated to new file types, particularly when a new information technology system requires that they be brought forward in order to render the file properly.
- Metadata is maintained during transfers and migrations.
- Storage media are maintained in a manner and in an environment that promotes bit-level preservation. Humidity does not exceed 50% and should not fall below 30%. Room temperature is set between 65° F to

⁴ <https://archives.ncdcr.gov/documents/file-format-guidelines-management-and-long-term-retention-electronic-records>

⁵ For more information, see DNCR’s guidance document *Metadata as a Public Record in North Carolina: Best Practices Guidelines for Its Retention and Disposition*

(<https://archives.ncdcr.gov/documents/metadata-public-record-north-carolina-best-practices-guidelines-its-retention-and>).

75° F. The agency adheres to the media manufacturer's recommendations for specific environmental conditions in which the media should be stored.

- Whatever media is used to store data is clearly labeled with enough information that its contents can be determined (e.g., optical media should have a physical label; data stored on a server should be indexed).

5. Components of Information Technology System

- Training Programs
- Audit Trails
- Audits

Training Programs

The IT department will conduct training for system use and electronic records management, using material published by the Department of Natural and Cultural Resources when appropriate. All employees will be made aware of system procedures and policies and trained on them; employees will acknowledge by initialization or signature that they are aware of the policies and have received training on them. When appropriate, employees will also attend trainings offered by the Department of Natural and Cultural Resources on the maintenance of electronic records. Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs, and other relevant information.

Audit Trails

At a minimum, the IT department will maintain documentation on who has read and/or write permission to files maintained by the agency. Ideally, a log of activities on the system is maintained, which shows who accessed the system, how and by whom records were created and modified, and whether standard procedures were followed.

Audits

Audits are designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits are conducted regularly by agency IT staff, at least **quarterly**.

6. Documentation of Information Technology System

- System Design
- Retention of System Documentation

System Design

The agency maintains documentation that describes system procedures, practices, and workflows. This documentation also identifies system software and hardware and captures the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It explains how the system operates from a functional user and data processing point of view. Documentation is reviewed and updated by IT staff annually or upon implementation of a new information technology system. Such documentation maintained by the agency includes:

- Procedural manuals
- System documentation
- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- Service level agreements for contracted information technology services

Retention of System Documentation

One set of all system documentation will be maintained during the period for which the records produced by the process or system could likely be subject to court review and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the **municipal** records retention schedule.

Both retention schedules have been approved by the Statesville City Council.

7. Digital Imaging Program Documentation and Procedures

- System and Procedural Documentation
- Training
- Indexing and Metadata
- Auditing and Audit Trails
- Retention of Original and Duplicate Records

System and Procedural Documentation

The IT department is responsible for preparing and updating detailed procedures that describe the process followed to create and manage imaged electronic records. This documentation will include a description of the system hardware and software. A current procedural manual will be maintained to ensure the most current steps are followed and to ensure reliable system documentation will be available for judicial or similar proceedings.

Each workstation designated as a scanning station will have, at a minimum, the following hardware and software, unless the scanner is collocated by means of a network interface:⁶

- Document/image scanner authorized by IT: **Epson Scanner ES-400 Model or newer** Driver software for scanner **Epon ES-400 Windows 11 Pro Driver or newest model/release**
- Imaging software: **Laserfiche Repository 11 or newer**
- Instructions manual, maintained by IT staff, describing in detail the steps required in the scanning process. This manual will also define:
 - The resolution of scanned images, as well as any compression standard used
 - The file formats of scanned images
 - The file naming conventions used for scanned images
 - Whether batch conversion or batch file re-naming will be necessary, and what tool is used for such conversions
 - Whether any image enhancement techniques should be conducted after imaging

Training

Only designated staff that have been formally trained by IT staff and have signed off on training documentation on the use of the imaging software and equipment will be allowed to scan records. Components of the training will include basic techniques for image capture, indexing, quality control, security configuration, auditing, use of equipment, and general system maintenance. Permissions to image and index records will not be assigned until the user has been trained. If a user improperly indexes or scans a document, an auditor will address this occurrence with the user, and remedial training will be required.

Indexing and Metadata

All imaged records must be indexed in order to facilitate efficient retrieval, ease of use, and up-to-date information about the images stored. This index should capture the content, structure, and context of the imaged records and will be developed by IT staff prior to the implementation of any imaging system. Metadata will be maintained in accordance with the guidelines provided in Section 4, *Maintenance of Trustworthy Electronic Records*.

⁶ If your scanner is networked, you will only have one response to each of the first three items. If you have separate workstations throughout your agency, we recommend an inventory that specifies the equipment and software used at each workstation.

Auditing and Audit Trails

Staff trained to conduct imaging will conduct a quality control audit following the imaging of a record to ensure that the following features of the imaged record are legible:

- Individual letters, numbers, and symbols
- Combinations of letters, numbers, and symbols forming words or sentences
- Graphics such as signatures, logos, and pictures
- Other features of records such as color, shape, texture, etc., that relate to the content of the information

Managerial staff for the various units of the agency will also periodically audit imaged records for accuracy, readability, and reproduction capabilities. Written quality control documentation will be prepared indicating the sampling of records and what remedial procedures were followed if the expected level of accuracy was not achieved.

For contracted imaging systems, Audit trails should be built into the imaging system that will automatically document who creates, duplicates, modifies, or otherwise accesses records and what procedures were taken. Audit trails include the success or failure, date, time, and user of the following events:

- Add/Edit electronic document
- Assign index template
- Copy document
- Copy pages
- Create document/folder
- Delete entry
- Delete pages
- Delete volume
- Edit image
- E-mail document
- Export document
- Index creation/deletion/modification
- Insert page
- Log in/out
- Move document
- Move pages
- Print document

When scanning in-house Managerial staff will document by position title employees that have the authority to complete each of the tasks listed.

Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, this agency will complete Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*. For each records series identified for scanning, the Department of Natural and Cultural Resources must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.⁷

⁷ Any permanent records maintained in electronic form must also exist as a paper or microfilm preservation duplicate copy in compliance with the Department of Natural and Cultural Resources *Human-Readable Preservation Duplicates* policy.

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records and assume all legal authorities, these scanned records will be considered the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule.⁸ The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the agency's duplicate "working" record or reference copy.

[When outsourcing scanning] A copy of the purchase order and a detailed service level agreement with a designated **third-party organization** will be maintained. See Section 8 of this policy, *Other Electronic Records Management Practices*, for more information on contracting out electronic records management services.

8. Other Electronic Records Management Practices

- System Planning
- Shared Drive Management
- Security and Disaster Backup and Restoration

System Planning

All original ordinances, resolutions, and minutes remain in traditional paper media as well as electronic.

Shared Drive Management

Employees use shared storage for collaboration and access. Procedures for the use of this shared storage comply with DNCR's guidance document *Global Shared Storage Guidelines*.⁹

Security and Disaster Backup and Restoration

The agency has a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss are generated for all but the most transitory of files. Routine backups are conducted and are stored in secure off-site storage. **[See *Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files for guidance on the appropriate retention and destruction of backup files.*¹⁰]**

Imaged documents will be synchronized to a secured offsite location upon document changes or upon document scanning.

The City of Statesville Backup and Recovery Plan leverages Veeam Backup and Recovery, offline tape storage, immutable storage, and virtual machine (VM) replication. This plan provides resilient data protection, efficient disaster recovery, and adherence to compliance requirements. The backup architecture centers on virtual machine protection using Veeam Backup and Recovery to perform agentless, image-level backups of all critical VMs containing end user data, supporting applications, and databases.

For long-term and offsite storage, Veeam is configured to create backup copy jobs that write weekly, monthly, and annual backups to a tape library. These tapes use the industry standard Grandfather-Father-Son (GFS) tape rotation

⁸ The Society of American Archivists *Glossary of Archival and Records Terminology* defines record copy as "the single copy of a document, often the original, that is designated as the official copy for reference and preservation." Available at <http://www2.archivists.org/glossary/terms/r/record-copy>.

⁹ <https://archives.ncdcr.gov/documents/global-shared-storage-guidelines>

¹⁰ <https://archives.ncdcr.gov/documents/security-backup-files-public-records-north-carolina>

policy. The backup schedule is structured to perform daily incremental backups on a local disk. Daily disk-to-disk (son) backups are retained for 14 days, weekly tape (father) backups are kept for 4 weeks, and monthly tape (grandfather) backups are archived for at least 12 months. The monthly and annual backup tapes are stored in an offsite storage location. The weekly and monthly backups are also transferred to an immutable cloud storage with data encrypted in transit and at rest.

The Recovery Time Objective (RTO) is set to restore critical city services within 8 hours for typical incidents and within 24 hours for major outages. The Recovery Point Objective (RPO) limits data loss to a maximum of 24 hours for data backed up by Veeam Backup and Recovery.

Disaster recovery procedures include local recovery from recent daily Veeam disk backups for restoration of VMs within 2 hours, as well as file-level recovery for specific files or application objects. It also includes virtual machine failover redundancy through Hyper-V checkpoints. The live production virtual machines are replicated to a separate datacenter at a different location and are replicated every 5 to 15 minutes to maintain data integrity. In the event of a primary virtual machine failure, the replica can be started within 1 hour. In addition to these backups, an immutable S3 storage device also houses backups of all virtual machines and domain controller configurations which can be used to restore data in the event of a major disaster.

Roles and responsibilities are clearly defined:

The Chief Information Officer and IT Assistant Director oversee the backup infrastructure, Disaster Recovery execution, monitor backup jobs, rotate tapes, and conduct restores. All IT staff are responsible for reporting incidents. Automated email alerts are configured for backup job statuses, with weekly reviews of backup and restore logs and monthly compliance reporting. The plan is subject to annual reviews and updates, especially following significant changes in the city's IT environment or after incidents and test recoveries, incorporating lessons learned to ensure continuous improvement.

Cloud Computing

ERP software is accessed through VPN encrypted tunnels directly into the ERP servers hosted on AWS GovCloud. Multifactor authentication is required for any user accessing this system. The ERP software is SOC2 compliant and has an outlined backup schedule of daily backups of all city data.

Recreation and Parks uses a scheduling software that saves contracts and customer data on its cloud servers. These servers are hosted at AWS and are SOC2 compliant.

Vendor-Provided Services/Hosted Solutions

The terms of the service level agreement with **[third-party contractor]** detail:

- File formats
- Plan for converting files to a new format
- File naming practices
- Access rights/security mechanisms
- Backups (specify frequency and location)
- Mechanism for destructions
- Audits (data should be audited at least annually to test accessibility and assess need for refresh or migration)
- Frequency of refreshing of media (should be at least every 3-5 years)
- Frequency of checksum validation (should be at least at every migration)
- Environmental conditions where media is stored (humidity 30-50%, temperature 65-75°F)

- Training program
- Disaster recovery procedures
- System documentation/procedural manual – a copy should be provided to the agency that specifies what hardware and software are provided by the vendor
- System for indexing records
- Quality control procedures
- Mechanism for document production due to litigation, audit, or public records request
- Mechanism for avoiding spoliation of evidence
- Costs for:
 - Uploading records
 - Downloading records
 - Migrating records
 - Service termination
 - Proprietary software necessary to access records (if applicable)
- Performance/availability (e.g., planned and unplanned downtime)
- Ownership of data
- Procedure for exporting records (including images as well as metadata) at end of contract period and/or when vendor ceases operation

Tyler Technologies ensures that all records are managed using secure, standardized, and sustainable practices that prioritize data integrity and accessibility. Records will be stored in non-proprietary, preservation-quality formats such as PDF/A, TIFF, CSV, or XML, with proprietary formats used only when necessary and approved. The company actively monitors for file format obsolescence and manages conversions to new formats as needed, maintaining full metadata and audit trails. Systems incorporate role-based access controls, encryption standards (AES-256 or higher), and regulatory compliance with frameworks such as CJIS and HIPAA, supported by multi-factor authentication for additional security. Backups occur daily and weekly, stored securely offsite with a 36-month retention period and quarterly integrity testing. Data destruction follows NIST SP 800-88 standards, requiring written authorization and certification.

Tyler also maintains a structured approach for ensuring data quality and continuity. Records undergo annual audits, media refreshes every 3–5 years, and checksum validations during each migration to preserve integrity. Environmental conditions are closely monitored to maintain optimal storage parameters (30–50% humidity, 65–75°F). The company provides regular staff training on data handling and security, maintains comprehensive documentation, and supports full disaster recovery capabilities with defined recovery time and point objectives. All records are indexed for easy retrieval using consistent metadata standards, and strict quality control verifies accuracy and completeness. Tyler ensures secure access to records for audits, litigation, or public requests and enforces preservation holds to prevent evidence spoliation. The City of Statesville retains full ownership of all data, while Tyler guarantees 99.9% system uptime and structured export procedures for delivering all records in accessible formats at the end of the contract or upon vendor cessation.

CivicPlus ensures that all records are managed securely and sustainably, using standardized procedures that maintain data integrity, accessibility, and compliance. Records are stored in non-proprietary, preservation-quality formats such as PDF/A, TIFF, CSV, or XML, with proprietary formats used only when necessary and approved. Backups occur daily and weekly, stored in secure offsite locations. All data handling follows strict NIST SP 800-88 destruction standards, and auditing. CivicPlus also provides training, complete documentation, and disaster recovery plans to maintain operations.

The City of Statesville retains full ownership of all records, and CivicPlus guarantees 99.9% uptime, reliable data exports, and preservation of integrity through all migrations or contract transitions.

9. Compliance and Electronic Records Self-Warranty

The completion of this form by all signing employees signals that all employees will adhere to the rules set forth in this policy. Furthermore, this section is to be used as a self-evaluation tool to ensure that electronic records produced by the agency are created, reproduced, and otherwise managed in accordance with guidelines for electronic public records published by the North Carolina Department of Natural and Cultural Resources. Each signatory should initial each element for certification, print his/her name on the Approved by line, fill in the job title, and sign and date the form.

Records Custodian/Managerial Staff

The records custodian is the person responsible for creating records or managing the staff who create records.¹¹ The records custodian certifies that:

_____ The records created or duplicated by electronic means in this office are prepared in accordance with these guidelines as indicated by the following statements:

- Quality - Records are legible, accurate, and complete.
- The records are produced or reproduced as part of a regularly conducted activity.
- The records conform to DNCR guidance regarding file formats, file naming, and if applicable, digital preservation guidance produced by DNCR.
- Detailed, documented procedures are in place and followed when the records are created, copied, modified, or duplicated.
- The person who creates, copies, modifies, or duplicates records receives formal training on detailed system procedures prior to records preparation.
- Details of the training received are adequately documented through written policies and procedures.
- Employees sign training records after receiving training.

_____ This agency will comply with the best practices and standards established by the Department of Natural and Cultural Resources as published on its website.

_____ **[Local Government Agencies]** This agency will submit to the Department of Natural and Cultural Resources Section 10 of this policy, *Request for Disposal of Original Records Duplicated by Electronic Means*, to seek approval for the destruction of original records that have been converted from paper to electronic record.

_____ Affected records creators will be trained on the proper creation and maintenance of electronic records.

¹¹ G.S. § 132-2 specifies, "The public official in charge of an office having public records shall be the custodian thereof." G.S. § 160A-171 specifies that the city clerk is the custodian of all city records. Therefore, the individual signing this section will likely be the clerk at the local level or the head of the organizational unit.

_____ Imaged records will be periodically audited for accuracy, readability, and reproduction capabilities before the original documents are destroyed.

Approved by: _____ Date: _____

Title: _____

Signature: _____

IT Professional or other Project Supervisor

The IT Professional is the person responsible for providing technical support to the records custodians and who may be involved in infrastructure and system maintenance. In the absence of an IT department, the supervisor of the records custodian should verify the following items. The IT Professional certifies that:

_____ Audit trails document the identity of the individual who creates, duplicates, modifies, or otherwise prepares the records, what actions are taken by the individual during the course of the process, when these actions are taken, and what the results of these actions are.

_____ Audits:

- are performed periodically to confirm that the process or system produces accurate results.
- confirm that procedures followed are in accordance with the agency’s documentation.
- are performed routinely on files to ensure no information has been lost.
- are performed by an independent source (i.e., persons other than those who create the records or persons without an interest in the content of the records. Acceptable sources may include different department or authorized auditing authority).
- are adequately documented.

_____ The process or system hardware and software are adequately documented.

_____ Permanent records conform to all file format, file naming, and digital preservation guidance produced by the Department of Natural and Cultural Resources.

_____ Backup procedures are in place and comply with best practices as established by the Department of Natural and Cultural Resources.

_____ Successful disaster recovery backup is completed at least once every two years.

Approved by: _____ Date: _____

Title: _____

Signature: _____

Agency Supervisor/Division Director

The agency supervisor or division director is the person responsible for approving internal policies and procedures related to the creation and maintenance of electronic records. The agency supervisor/division director certifies that:

_____ Determinations are made regarding employees' permission rights to the electronic records system.

_____ IT's configurations for the electronic records system are reviewed and approved before the electronic records system becomes operational.

Approved by: _____ Date: _____

Title: _____

Signature: _____

FOR DEPARTMENT OF NATURAL AND CULTURAL RESOURCES USE

Approved by: _____ Date: _____

Title: _____

Signature: _____

10. Request for Disposal of Original Records Duplicated by Electronic Means

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of **non-permanent** paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied.¹²

¹² Please contact a Records Analyst with any questions about the destruction of original paper records.

Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature Title Date

Approved by:

Signature Requestor's Supervisor Date

Concurred by:

Signature Assistant Records Administrator Date
State Archives of North Carolina

DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

MAILING ADDRESS:
4615 Mail Service Center
Raleigh, N.C. 27699-4615

<http://archives.ncdcr.gov>
Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Tip Nicholson, ABC General Manager
DATE: 3/27/2026 8:14 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving an annual request from the Statesville ABC Board to approve the City's adopted Travel Policy.

1. Summary of Information:

The Statesville ABC Board adopted the City of Statesville's Travel Policy on January 27, 2010. The NC ABC Commission requires that Boards, who have adopted the travel policy of the appointing authority, annually submit to the Commission an approval from the appointing authority. North Carolina General Statute 18B-700(g2) states "...The local board shall annually provide the appointing authority's written confirmation of such approval to the NC ABC Commission and a copy of the travel policy authorized by the appointing authority."

2. Previous Council or Relevant Actions:

City Council approved the travel policy last year on April 7, 2025.

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:

The City would be in violation of State Statute.

6. Department Recommendation:

Approve as recommended

7. Manager Comments:

Recommend for approval.

8. Next Steps:

N/A

- 9. Attachments:**
1. Travel Policy

Travel Policy

Number:

Revision: April 9, 2025

Effective Date: February 4, 2025

1.0 POLICY

The policy is to establish uniform standards and procedures for city employees and elected and appointed officials who travel on behalf of and for the benefit of the City.

2.0 PURPOSE

The purpose of this policy is to establish a well-defined travel policy and reimbursement procedure that will provide administrative and financial controls. This will provide complete and timely reimbursements and advances for travel and travel-related expenses.

3.0 SCOPE

This policy applies to all City of Statesville employees, elected and appointed officials.

4.0 DEFINITIONS

- 4.1 **Business Travel:** Travel by an employee or official in the course of their duties. This can include attending meetings, conferences, training sessions, customer visits, or other work-related events.
- 4.2 **Check Request:** A check request is used for per diem advance or reimbursements, personal travel expenses, or mileage reimbursement. Any reimbursement/advance that has to do with travel will be entered as a check request even if it is over \$250.00 check request maximum.
- 4.3 **Incidental Expenses:** Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.
- 4.4 **Out-of-State Travel:** Out-of-state travel refers to travel that takes place outside of North Carolina.
- 4.5 **Per Diem:** A daily allowance provided to cover meals and incidental expenses (M&IE) incurred while traveling on City business. The amount typically varies based on location and may be determined by company policy or government standards. Established per diem amounts can be found on the U.S. General Services Administration (GSA) website: www.gsa.gov/travel/plan-book/per-diem-rates
- 4.6 **Reimbursement:** The process by which travelers are compensated for out-of-pocket expenses incurred during business travel.
- 4.7 **Travel & Expense (T&E) Card:** Charge card that is issued to departments to use for employees who haven't been issued a P-card. The card is used for purchases other than meals while traveling.
- 4.8 **Travel Approval:** Before initiating any travel arrangements, employees and officials must submit a Travel Authorization Request to be approved in advance by the appropriate department director or designated authority.

5.0 ORGANIZATIONAL RULES

5.1. The City of Statesville recognizes the following activities as appropriate for travel purposes:

- A. Attendance at conferences, meetings, seminars, or training sessions for which the topic is of critical interest to the City, representation at the event is in the best interest of the City, and/or the topic is related to an employee's professional development.
- B. Presentation on behalf of the City at a conference, seminar, grant funding requirement, or state or federal certification requirement.

- C. Site visits or operational evaluations related to departmental improvement efforts.
- D. Court proceedings, case preparation, or testimony.

5.2 Travel Authorization Requests: The City of Statesville requires a Travel Authorization Request to be filled out prior to incurring travel expenses and must be approved by the following:

- A. In-state travel:
 - 1. An employee's travel must be approved by the department director.
 - 2. An elected or appointed official's travel must be approved by the city manager.
 - 3. The city manager's travel must be approved by an elected official.
- B. Out-of-State Travel:
 - 1. An employee's travel must be approved by the department director.
 - 2. The assistant city manager and department directors must be approved by the city manager.
 - 3. An elected and appointed official must be approved by the city manager.
 - 4. The city manager's travel must be approved by an elected official.
- C. Day Travel:
 - 1. Day travel requests by employees must be approved by the department director.

5.3 Per Diem for Meals and Incidental Expenses (M&IE): Overnight Travel

- A. The traveler will receive M&IE using the federal government rates located at: www.gsa.gov/travel/plan-book/per-diem-rates. The traveler can enter the zip code or city destination to obtain the per diem rates for meals depending on their destination. If the city or zip code is not listed, use the standard rate for that state listed on the chart. The website lists a breakdown of meals and incidental expenses (M&IE)
- B. Travelers will receive the daily M&IE for their destination location. The first and last days of travel are reimbursed at 75 percent of the destination's maximum daily M&IE rate and are automatically calculated using the GSA website.
- C. Incidental expenses consist of fees and tips for people who provide services, such as porters and baggage carriers, incurred when traveling overnight and are included in the per diem rate.
- D. The City of Statesville explicitly prohibits the use of P-Cards or Travel & Expense cards for purchasing alcohol. The City will not reimburse travelers or elected/appointed officials for any expenses related to alcoholic beverages. Any costs incurred for alcohol must be reimbursed by the individual who made the purchase, whether they are a traveler or an elected or appointed official.
- E. P-Cards or Travel & Expense cards should not be used for meals since the city has adopted the GSA per diem rates for reimbursement rather than actual costs of receipts.

5.4 Per Diem for Meals: Day Trip

- A. Day trips outside of Iredell County not involving overnight travel will be reimbursed for lunch only, unless the requested party was required to:
 - 1. Depart prior to 6:00 a.m. - eligible for breakfast
 - 2. Return after 8:00 p.m. - eligible for dinner
- B. Meals will be reimbursed on a per diem basis using the federal government rates located at: www.gsa.gov/travel/plan-book/per-diem-rates. The traveler can enter the

zip code or city destination to obtain the reimbursement rates for meals depending on their destination. If the city or zip code is not listed, use the standard rate for that state listed on the chart.

5.5 Transportation by Vehicle

- A. **City-owned vehicle:** Must be used whenever a City vehicle in the traveler's department is available or an employee has been assigned a city vehicle. The traveler must obey all laws of the jurisdiction in which the vehicle is operated. A minimal amount of personal use, such as driving to and from dinner, will be allowed. No family members are authorized to ride in a city-owned vehicle.

When a City vehicle is available, but the traveler prefers to take their privately owned vehicle, they will not be eligible for mileage reimbursement.

B. Personal vehicle

1. Department directors have the authority to approve or deny the use of a privately owned vehicle based on the availability of a city vehicle and departmental budgets.
2. Staff with an **assigned** city vehicle may only receive mileage reimbursement for use of their personal vehicle for overnight travel if the department director approves an "exception" based on the following:
 - A specialized business need.
 - A reasonable accommodation under the Americans with Disability Act (ADA).
3. When a department director authorizes the employee to drive a personal vehicle instead of traveling by air, mileage reimbursement shall not exceed the cost of airfare, parking fees, mileage to/from the airport, and travel requirements at the destination (Uber/Lyft expenses, rental car fees, parking - including tips).
4. Reimbursement for use of a personal vehicle will be at the prevailing Federal IRS mileage reimbursement rates: www.irs.gov/tax-professionals/standard-mileage-rates.
5. Actual mileage used is reimbursable mileage for the most direct route, measured from your normal work address (or home address if that is closer to the destination) and return, detours, travel between hotel and conference location, as well as travel for meals.
6. No reimbursement will be made for expenses incurred in the maintenance, repairs, towing, or gasoline of a private vehicle. Coverage of these expenses is provided in the mileage rate.
7. Parking and toll road fees are reimbursed if travelers have proof of payment.

C. Rental Vehicles

1. The use of a rental vehicle requires prior authorization by the department director. If approved, the rented vehicle should be secured at the lowest practical cost.
2. A rental car may be paid on a city P-Card or T&E card authorized for travel, booked with a travel agency, or paid by the traveler.
3. Travelers are required to refuel prior to returning the vehicle, rather than utilizing the refueling services offered by the rental company.
4. It is recommended that travelers purchase additional insurance coverage offered by the car rental company. Costs for collision damage waivers, including theft, personal accident insurance/personal effects coverage, and supplemental liability protection insurance will be reimbursable.
5. The cost of a toll pass program or an add-on GPS device, parking, and toll fees will be reimbursable with proof of payment.
6. The cost of Sirius radio services, roadside assistance, or additional add-ons will not be reimbursed.
7. If rental vehicles are used for both business and non-business purposes, reimbursement to the City for the non-business portion will apply.

D. Air Travel

1. The most reasonable economical rate available should be used. Air travel may be paid on a city P-Card or T&E card authorized for travel, booked with a travel agency, or paid by the traveler.
2. Flights will be reimbursed at the economy class rate (also referred to as standard or coach seats).
3. The City will reimburse travelers for one (1) checked bag or, if the airline charges a fee for carry-on bags, one (1) carry-on and one (1) checked bag.
4. Travelers will not be reimbursed for voluntary amenities that are not required for the performance of their job-related travel. Examples of voluntary amenity services include priority airline boarding, first class airline seats, in-flight movie rental, and flight insurance.
5. Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the City's obligation if the employee's or official's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the City. If the cancellation or change is made for the personal benefit of the employee or official, it shall be the individual's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death within the individual's immediate family or other critical circumstances beyond the control of the individual, the City may elect to pay the penalties and charges.

E. **Passenger Train Service:** Travelers may be reimbursed for passenger train tickets in business class for business travel transportation methods. Travelers are expected to use the most economically feasible mode of transportation, giving consideration for time constraints, productive hours, and distance involved.

F. **Lodging:** Reimbursement of lodging expenses incurred in counties adjoining Iredell County will not be authorized without prior approval by the department director.

1. Lodging may be paid on a city P-card or T&E card authorized for travel.
2. If lodging is paid for by an employee, they will be reimbursed by submitting a check request with an itemized receipt.
3. When another person, who is not a City employee, occupies the same hotel room as an employee on an authorized trip, the employee must pay the difference between a single and double room rate.
4. The city will pay lodging for the minimum number of nights required to conduct the assigned city business.
5. Traveler will not be reimbursed for in-room movie rentals, laundry fees, fitness room fees, hotel room upgrades, or other voluntary, unspecified hotel amenity charges, unless a business reason is approved by the department director.

G. **Registration:** Registration costs should be paid directly by the City with a P-Card or T&E card.

H. **Miscellaneous Expenses:** P-Cards or T&E cards are provided to employees for reasonable business-related purposes.

1. Parking fees.
2. Toll road fees.
3. Taxi charges (transportation tip maximum of 15% per ride).
4. Uber fees (transportation tip maximum of 15% per ride).
5. Airline luggage fees (the City will pay for one (1) checked bag or, if the airline charges a fee for carry-on bags, one (1) carry-on and one (1) checked bag).
6. Business-related services (wi-fi, fax, and/or copier fees).
7. Gasoline, only if the city gas card doesn't work.
8. Valet Parking (if it is the ONLY parking option available).

I. **Non-reimbursable items: This list is not all-inclusive.**

1. Miscellaneous expenses are not supported by a receipt.
2. Travel to and from the traveler's normal work address.
3. Souvenirs from the trip.
4. Items purchased to be used as door prizes or raffle items.
5. Non-business-related expenses (movie rentals, fitness center fees, sporting events, personal reading material, personal grooming, optional tours, etc.)
6. Alcoholic beverages.
7. Traffic and parking violations
8. Short-term airport parking exceeds the long-term rate.
9. Childcare fees.
10. Kennel/boarding fees.
11. Expenses related to vacation or personal time while on business trips.
12. Personal losses were incurred while on City business.
13. Expenses related to a traveler's family member or friend accompanying the traveler on business trips.
14. Personal travel expenses that cause additional costs to the City.
15. Personal items (medicinal remedies, health supplies, cosmetics, etc.).
16. Sirius radio services or roadside assistance.
17. Additional charges for hotel or room upgrades.
18. Coat check services.
19. Airline travel insurance.
20. The department director will approve or disapprove all other expenses not clearly defined in the policy.

6.0 PROCEDURES

6.1 Travel Authorization Request

- A. A travel authorization request is required for all overnight travel and must be approved in advance by the appropriate department director or designated authority.
- B. The department director or designated authority must keep the requests and authorization for travel, including forms and itineraries for one (1) year.
- C. T&E card: The department will issue the traveler a T&E card prior to their travel date.

6.2 Per Diem Advance:

- A. A check request is required to be entered into the Tyler system for travelers advanced per diem requests. The following attachments are required:
 1. Printout from the www.gsa.gov/travel/plan-book/per-diem-rates. The travelers will enter the zip code or city destination to obtain the reimbursement rates for meals depending on their destination. If the city or zip code is not listed, use the standard rate for that state listed on the chart.
 2. The conference/training registration or agenda.
 3. Day travel for training without proof of training the department director is required to write a justification on the check request stating the purpose of the training and the agency that hosted the training.
4. Check requests must be submitted to Finance two (2) to four (4) weeks prior to the date the trip will commence. If the per diem advance isn't received in time to process, it will be processed on the next paycheck run.

6.3 Mileage Reimbursement:

- A. If a traveler used their personal vehicle for city-approved business travel, the traveler must submit a check request in the Tyler system and attach the following:
 1. A copy of the travel authorization request.
 2. The mileage log from the traveler's normal work address or home address whichever is closer to the travel event.
 3. A copy of Google Maps, MapQuest with mileage.

6.4 Travel Expenses

A. When a traveler returns, they must complete the following:

1. If travel expenses were paid with a P-Card or T&E card, itemized receipts must be uploaded to the Bank of America site (no additional travel forms are required to be uploaded).
2. The department director is required to check for accuracy, policy compliance, and verify that all itemized receipts and documentation are attached.

B. Per Diem Reimbursement: If the traveler doesn't request an advance when the traveler returns they will need to do the following:

1. A check request is required to be entered into the Tyler system for travelers advanced per diem requests. The following attachments are required:
2. Printout from the www.gsa.gov/travel/plan-book/per-diem-rates. The travelers will enter the zip code or city destination to obtain the reimbursement rates for meals depending on their destination. If the city or zip code is not listed, use the standard rate for that state listed on the chart.
3. The conference/training registration or agenda.
4. Day travel for training without proof of training the department director is required to write a justification on the check request stating the purpose of the training and the agency that hosted the training.
5. Check requests must be submitted to Finance two (2) to four (4) weeks prior to the date the trip will commence.

C. The finance department will audit the Bank of America receipts and check requests. If an error has occurred, the department head will be notified, and the error will be corrected before payment is made.

6.5 Trip Cancellation: If a pre-approved travel request is cancelled and the City has paid airfare, registration and other related fees, a memo must be sent to the finance department explaining the cancellation. If a per diem advance has been paid, the traveler is required to return the money advanced within five (5) working days to the finance department along with the original check request that was signed by the department director. Finance will take the documents to Collections to make the deposit. Any advanced amount not promptly returned to the finance department may be deducted from the employee's paycheck if it doesn't reduce the employee's pay to less than the hourly minimum.

6.6 Daily Mileage Reimbursement: Employees using personal vehicles for normal city-approved travel throughout their workday are eligible for reimbursement. Employees must maintain a mileage log to document all trips claimed for reimbursement. Check requests are submitted on a quarterly, semi-annual, or annual basis and must be approved by the department head with the completed mileage log.

Attachments:

2025 Travel Forms (Spreadsheet)

Tab 1: Travel Authorization Request

Tab 2: Mileage Log

Tab 3: Per Diem Advance Form

Tab 4: GSA Instructions

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 3/27/2026 8:04 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-06 Turnersburg Hwy (QuikTrip), filed by Thomas Donton on behalf of QuikTrip Corporation for the parcel(s) located at the intersection of Turnersburg Hwy and Interstate 77, Receive City Clerk's Certificate of Sufficiency, and Consider passing a resolution fixing a date of May 11, 2026, for a public hearing for the petition for annexation.

1. Summary of Information:

The property(s) are approximately 24.1 acres located at the intersection of Turnersburg Hwy (Us Hwy 21) and Interstate 77. The applicant is requesting the annexation of the properties concurrently with a conditional rezoning request to build a new convenience store/fueling station and future commercial development.

2. Previous Council or Relevant Actions:

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning and annexation (ZC26-06 and ZC26-06) on May 11, 2026.

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

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

N/A

6. Department Recommendation:

The department recommends passing the resolutions and setting a date of May 11, 2026, for a public hearing on this annexation request.

7. Manager Comments:

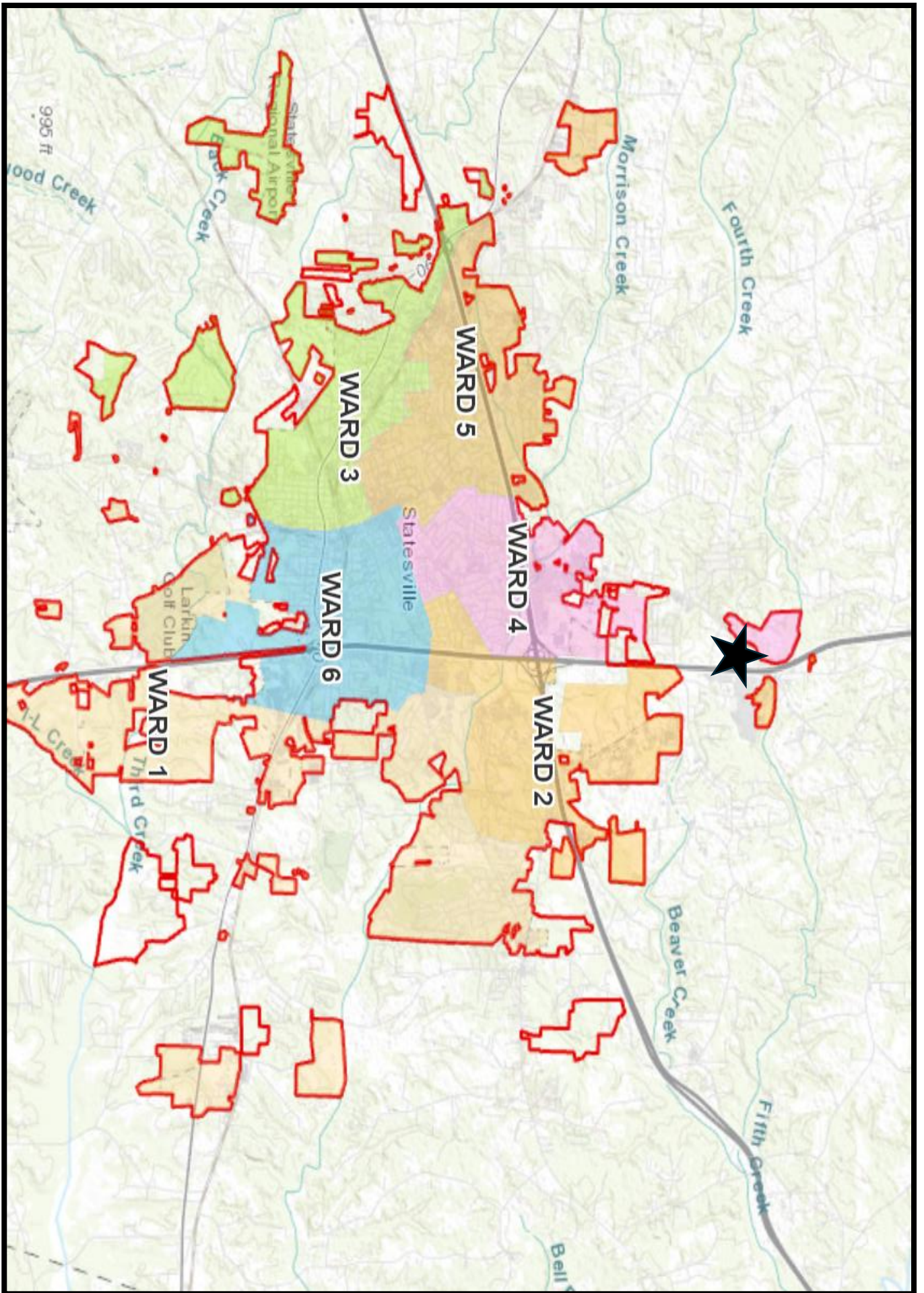
Recommend for approval.

8. Next Steps:

Advertise for the public hearing.

9. Attachments:

1. Location Map (Wards)
2. Resolution_Clerk Investigation_-Non-contiguous Turnersburg Hwy (quikTrip)
3. Certificate of Sufficiency_Annexation_AX26-06 (1)
4. Resolution to Set Public Hearing_AX26-06 Turnersburg Hwy (QuikTrip) (4)



Location Map (Wards)

RESOLUTION _____

A RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1

Case No. AX26-06 Turnersburg Hwy (QuikTrip)
Parcel #'s 4746-88-0197, 4746-88-5198, 4746-87-6475, 4746-87-2662, 4746-77-9629, &
4746-77-7443.

WHEREAS, a petition requesting annexation of the area described in said petition has been received on April 13, 2026, by the City Council; and

WHEREAS, G. S. 160A-58.1 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Statesville deems it advisable to proceed and respond to the request for annexation.

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

That the City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the results of her investigation.

Adopted this 13th day of April 2026.

S - E - A - L

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF SUFFICIENCY

**Case No. AX26-06 Turnersburg Hwy (QuikTrip)
Parcel #'s 4746-88-0197, 4746-88-5198, 4746-87-6475, 4746-87-2662, 4746-77-9629,
&
4746-77-7443.**

TO THE CITY COUNCIL OF THE CITY OF STATESVILLE, NORTH CAROLINA:

I, Emily Kurfees, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 13th day of April 2026.

SEAL

Emily Kurfees, City Clerk

RESOLUTION _____

**RESOLUTION FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-58.1**

Case No. AX26-06 Turnersburg Hwy (QuikTrip)

Parcel #'s 4746-88-0197, 4746-88-5198, 4746-87-6475, 4746-87-2662, 4746-77-9629, & 4746-77-7443.

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

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

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Statesville, North Carolina.

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held in the Council Chambers of the Statesville City Hall at 6:00 o'clock p.m. on the 11th day of May 2026.

Section 2. The area proposed for annexation is described as follows:

Lying and being situated in Statesville, Iredell County, North Carolina, and being more particularly described as follows:

Tract 1

BEGINNING at an existing iron rod having coordinates of North: 767,612.68' and East: 1,447,708.50' being on the southeastern right of way of U.S. Highway 21 (variable public right of way) and also being the northwestern corner of James C. Faw as described in Deed Book 3110, Page 2057 (Tract 2) recorded in the Iredell County Register of Deeds and running with the southeastern right of way of U.S. Highway 21 the following two (2) courses and distances:

1) North 46°22'24" East a distance of 323.43' to a new iron rod;
2) North 42°53'35" East a distance of 199.38' to an existing iron pipe being the southwestern corner of Flying C Ranch Properties, LLC as described in Deed Book 2862, Page 130 (Tract 10); thence with the line of Flying C Ranch Properties, LLC the following three (3) courses and distances:

1) South 52°08'35" East a distance of 174.88' to an existing iron pipe;
2) North 38°56'48" East a distance of 206.79' to an existing iron pipe;
3) North 70°53'36" West a distance of 174.29' to a new iron rod being on the southeaster right of way of aforementioned U.S. Highway 21; thence with the southeastern right of way of U.S. Highway 21 the following four (4) courses and distances:

1) North 41°02'26" East a distance of 211.84' to a new nail;
2) South 47°12'03" East a distance of 67.92' to a new iron rod;
3) North 42°47'28" East a distance of 233.30' too a new iron rod;
4) North 42°45'40" East a distance of 199.81' to a new iron rod being on the western right of way margin of Interstate 77; thence with the western right of way of Interstate 77 the following five (5) courses and distances:

1) South 87°14'37" East a distance of 88.52' to an existing iron rod;
2) South 07°22'39" East a distance of 485.79' to a new iron rod;
3) South 07°32'38" East a distance of 187.01' to a new iron rod;
4) South 03°06'33" East a distance of 580.87' to a new iron rod;
5) South 03°40'48" West a distance of 97.70' to an existing iron rod being on the northern line of C. Preston & Marsha Cornelius as described in Deed Book 1897, Page 824; thence with the northern line of C. Preston & Marsha Cornelius the following two (2) courses and distances:

1) North 85°33'07" West a distance of 539.24' to an existing iron rod;
2) North 78°21'26" West a distance of 409.68' to an existing iron rod being the southeastern corner of aforementioned James C. Faw as described in Deed Book 3110, Page 2057 (Tract 2); thence with the line of Tract 2 the following two (2) courses and distances:

1) North 48°11'26" East a distance of 144.74' to an existing iron rod;
2) North 56°23'05" West a distance of 391.30' to the **POINT OF BEGINNING**, having an area of 913,878 Sq.Ft. square feet, or 20.9797 acres of land as shown on a survey prepared by Cornerstone Professional Land Surveying, PLLC dated August 18, 2025 (Job Number 2025-247).

Tract 2

BEGINNING at an existing iron rod having coordinates of North: 767,612.68' and East: 1,447,708.50' being on the southeastern right of way of U.S. Highway 21 (variable public right of way) and also being a southwestern corner of James C. Faw as described in Deed Book 3110, Page 2057 (Tract 1) recorded in the Iredell County Register of Deeds and running with the line of Tract 1 the following two (2) courses and distances:

- 1) South 56°23'05" East a distance of 391.30' to an existing iron rod;
- 2) South 48°11'26" West a distance of 144.74' to an existing iron rod being on the northern line of C. Preston & Marsha Cornelius as described in Deed Book 1897, Page 824; thence with the northern line of C. Preston & Marsha Cornelius North 78°22'36" West a distance of 260.60' to an existing iron rod being on the northern line of Glenn & Mary Weddington as described in Deed Book 629, Page 657; thence with the northern line of Glenn & Mary Weddington North 72°09'40" West a distance of 196.65' to an existing iron pipe being on the southeastern right of way of U.S. Highway 29; thence with the right of way of U.S. Highway 29 North 48°14'46" East a distance of 300.89' to the **POINT OF BEGINNING**, having an area of 87,163 Sq.Ft. square feet, or 2.0010 acres of land as shown on a survey prepared by Cornerstone Professional Land Surveying, PLLC dated August 18, 2025 (Job Number 2025-247).

Section 3. Notice of said public hearing shall be published in the Statesville Record and Landmark, a newspaper having general circulation in the City of Statesville, at least 10 days prior to the date of the public hearing.

Adopted this 13th day of April 2026.

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 3/27/2026 7:51 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approval of the order to Permanently closing Henry Street.

1. Summary of Information:

This request was initiated by Mr. Marvin Stanley, to abandon a portion of unopened Henry Street between South Center Street and Shelton Avenue.

2. Previous Council or Relevant Actions:

Statesville City Council (herein the "Council") voted to approve the petition to close the unopened portion of Henry Street at the February 16, 2026 City Council Meeting.

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:

N/A

6. Department Recommendation:

N/A

7. Manager Comments:

As this has already been approved by the City Council, I recommend moving forward.

8. Next Steps:

The City Attorney would record the order.

9. Attachments:

1. Henry Street road closure

NORTH CAROLINA)	BEFORE THE CITY COUNCIL OF
)	THE CITY OF STATESVILLE
IREDELL COUNTY)	
)	
Request to permanently close a portion)	
Of unopened Henry Street pursuant to)	ORDER
Section 2.13 of the Statesville Unified)	
Development Code)	
)	
MARVIN STANLEY,)	
Applicant,)	
)	
Vs.)	
)	
STATESVILLE CITY COUNCIL,)	
Respondent.)	
)	

THIS REQUEST TO CLOSE A PORTION OF UNOPENED HENRY STREET coming on to be heard before the Statesville City Council at a public hearing on February 16, 2026 to consider the application submitted by the Applicant requesting to close an unopened portion of Henry Street; and it appearing that the request was properly noticed and heard with the Statesville City Council reaching the following decision:

DECISION OF THE COUNCIL

Upon the presentation of evidence, the Statesville City Council (herein the “Council”) voted to approve the petition to close the unopened portion of Henry Street as it is depicted in the map attached as Exhibit A. The Council makes the following findings of fact and conclusions of law, and makes the following order based thereon.

FINDINGS OF FACT

1. Henry Street was originally platted as an 18-foot right-of-way adjoining South Center Street and Shelton Avenue. This plat was recorded in 1925 in Plat Book 1, Page 121 in the Iredell County Register of Deeds.
2. There is a portion of Henry Street which has been unopened.

3. There are two parcels which adjoin the unopened portion of Henry Street. To the North, the Applicant owns the adjacent property (634 S. Center Street, Iredell County Tax Parcel Identification Number 4744-03-9230) (hereinafter “Applicant Property”). To the South, Christopher H. Mays owns the adjacent property (641 Shelton Avenue, Iredell County Tax Parcel Identification Number 4744-03-9152) (hereinafter “Mays Property”).
4. Both Statesville Public Power and the Public Utilities Departments have confirmed that there are no utilities within the right-of-way, and therefore, no easements will be required.
5. Both the Mays Property and Applicant Property will have reasonable means of ingress and egress to their properties from both South Center Street and US Highway 21.
6. There are areas of the unopened abandoned Henry Street that are used by both the Applicant Property and the Mays Property for parking. It appears from aerial photographs that the street has been used this way since at least 1956.
7. While the unopened portion of Henry Street is platted as being 18 feet in width, it appears that in or around the year 2000 the Mays Property has already deeded to itself the southern 9 feet of the unopened Henry Street
8. Henry Street is not shown as needing improvement in the 2019 Mobility + Development Plan.
9. No evidence was presented that health and safety would become impacted due to the closure.
10. Mays spoke during the hearing and opposed the closure due to private legal issues between him and the Applicant.
11. Section 2.13 of the City Code states that the City Council may close an unopened street on a finding that:
 - a. The abandonment conforms to State law;

- b. The abandonment is consistent with the Comprehensive Plan, Major Street Plan and other adopted plans and policies of the City;
- c. The abandonment does not restrict access to any parcel or result in access that is unreasonable, economically prohibitive, or devalues any property; and
- d. The abandonment does not adversely impact the health, safety, or welfare of the community, nor reduce the quality of public services provided to any parcel of land.

CONCLUSIONS OF LAW

BASED UPON THE FOREGOING FINDINGS OF FACT, THE STATESVILLE CITY COUNCIL CONCLUDES AS A MATTER OF LAW:

1. The abandonment conforms to State law.
2. The abandonment is consistent with the Comprehensive Plan, Major Street Plan and other adopted plans and policies of the City.
3. The abandonment does not restrict access to any parcel or result in access that is unreasonable, economically prohibitive, or devalues any property.
4. The abandonment does not adversely impact the health, safety, or welfare of the community, nor reduce the quality of public services provided to any parcel of land.

NOW, THEREFORE, the Decision of the Statesville City Council is as follows:

1. The Council votes 8-0 to grant the permanent closure of the unopened portion of Henry Street that is 18 feet in width between South Center Street and Shelton Avenue as it is depicted in Exhibit A attached hereto.
2. The 18-foot-in-width unopened portion of Henry Street shall be distributed to the adjacent property owners, Mays Property and Applicant Property, equally as it is set forth in N.C.Gen.Stat. 160A-299.

BE IT RESOLVED THAT THE STATESVILLE CITY COUNCIL APPROVES THE PRECEDING DECISION, WITH THE VOTES AS INDICATED ABOVE, AS THE DECISION OF THE STATESVILLE CITY COUNCIL AND THE SAME SHALL BE ENTERED INTO THE MINUTES OF THE COUNCIL.

VOTES FOR: 8

VOTES AGAINST: 0

This is the _____ day of March, 2026.

Doug Hendrix, Mayor Presiding

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Erika Martin, Planning Director
DATE: 3/27/2026 8:06 AM

ACTION NEEDED ON: April 13, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the Interlocal Agreement between the City of Charlotte/CRTPO and the City of Statesville to fund and manage the Microtransit Planning Study for Iredell County using federal transportation funds and local match.

1. Summary of Information:

This interlocal agreement between the City of Charlotte/CRTPO and the City of Statesville establishes the terms for funding and completing the Microtransit Planning Study for Iredell County. Statesville will be responsible for procurement, project management, reporting, and maintaining detailed records, while complying with all applicable laws and audit standards.

2. Previous Council or Relevant Actions:

The City of Statesville approved a resolution on February 5, 2026 to lead the countywide microtransit study.

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: N/A

Strategic Plan Values: We value Quality and Creativity

The study will be a proactive, cost-effective effort to evaluate microtransit as a solution to existing and future mobility gaps in Iredell County. As growth continues and traditional fixed-route transit remains limited, this study will assess flexible, on-demand transportation options that can improve access to jobs, healthcare, and services—especially for underserved populations and areas not currently served by transit. By leveraging federal funding to cover the majority of costs, the City minimizes local financial risk while gaining data-driven recommendations to guide future investments. The study also supports regional coordination among Statesville, Mooresville, Troutman, and transportation partners, ensuring that any future transit solution is efficient, scalable, and aligned with broader transportation and land use goals.

4. Budget/Funding Implications:

Reimbursable grant with 20% match divided amongst City of Statesville, Town of Troutman, Town of Mooresville, and Iredell County. Total project is estimated to be approximately \$220,000. The planning funds must be used within two fiscal years, starting on July 1, 2026, with all reimbursable

work completed by June 30, 2028.

5. Consequences for Not Acting:

Another municipality would need to become the lead agency.

6. Department Recommendation:

Staff recommends approval of the interlocal agreement.

7. Manager Comments:

I concur with the department recommendation.

8. Next Steps:

Upon approval, the City will work with project partners to procure a consultant for the study in the new fiscal year.

9. Attachments:

1. Award Letter Statesville
2. Statesville PL Funds Interlocal Agreement FY 27



March 28, 2026

Subject: CRTPO Funding Approval

Dear Erika,

Thank you for submitting your project for planning funds through the Charlotte Regional Transportation Planning Organization (CRTPO). We are pleased to inform you that at last month's CRTPO Board meeting, funding has been approved for the following project:

Project: Microtransit Feasibility Study for Iredell County

Total Project Cost Estimate: \$220,000

CRTPO Reimbursement (80% of the Total Project Cost): \$44,000 (not to exceed)

We thank you for leading this study with Troutman, Mooresville and Iredell.

These funds were approved through the Discretionary Grant Program's process and are federally direct attributable to the CRTPO. Since these funds are allocated by the Federal Highway Administration (FHWA), Statesville must follow the federal and NCDOT approved procurement process.

Important Dates and Requirements:

- The planning funds must be used within two fiscal years, starting on July 1, 2026, with all reimbursable work completed by June 30, 2028.
- Any work completed prior to July 1, 2026, or without prior approval from NCDOT will not be reimbursable.
- If you require more than one year to complete the project, please notify me before January 1, 2028.

Attached is a reference document ("Supplemental Guide") on using federal funds and a list of steps to guide you through the process. Your NCDOT contact is Roger Castillo Santamaria, PE, at the NCDOT Transportation Planning Branch (ricastillo@ncdot.gov or 919-707-0942).

Next Steps:

Below is a list of steps to help guide you through the process.

- **Draft RFLOI Submission**
Prepare a draft Request for Letter of Interest (RFLOI) and submit it for review/approval to Roger Castillo Santamaria, PE, at the NCDOT Transportation Planning Branch (ricastillo@ncdot.gov, 919-707-0942). Attached are an RFLOI template from NCDOT and an example from the City of Charlotte. You may begin drafting the RFLOI now and send it to Roger for approval.
- **Consultant Solicitation**
Advertise the RFLOI for a minimum of three weeks. Advertising may begin before July 1.
- **Selection Committee Formation**
Assemble a Selection Committee of 3–5 members, including NCDOT and CRTPO staff, to evaluate proposals. Once a selection is made, request NCDOT's concurrence by contacting Roger Castillo Santamaria.

- **Consultant Pre-Qualification**
Ensure consultants are pre-qualified by NCDOT.
- **Fee and Schedule Negotiation**
Negotiate fees and schedule with the selected consultant, then seek NCDOT's concurrence on the contract terms. This process may take several months (historically averaging three months).
- **Contract Finalization**
Finalize the consultant's contract, ensuring no billable work begins before July 1, 2026. NCDOT approval is required before work starts; otherwise, expenses incurred before approval will not be reimbursed.
- **Internal Approval Process**
Depending on your organization's procedures, place the contract on your Council/Board agenda for approval.
- **Quarterly Progress Reporting**
Submit quarterly progress reports summarizing project updates, including:
 - A bulleted list of accomplishments (a reporting form will be provided).
 - Consultant invoices (refer to the planning supplement exhibit in your agreement).

Reimbursement Process:

The City of Charlotte reimburses planning projects through CRTPO. You will pay the full consultant invoice up front and then request reimbursement from CRTPO, typically quarterly.

Please note that failure to adhere to federal, NCDOT, or CRTPO processes may result in the rejection of reimbursement requests.

If you need further assistance or clarification to ensure the success of your project, feel free to reach out. I'm here to help!

Best regards,
 Jennifer Stafford, RLA
 Project Development Planner
 Charlotte Regional Transportation Planning Organization
 704-336-3369 | jennifer.stafford@charlottenc.gov

THE STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

INTERLOCAL AGREEMENT

This **AGREEMENT** is made and entered into this 1st day of July 2026 (the “Effective Date”) by and between the **CITY OF CHARLOTTE**, (the “City or Subgrantee”) through the Charlotte Regional Transportation Planning Organization (“CRTPO”) and the **CITY OF STATESVILLE**, (the “Awardee” or “Statesville”) (collectively, the “Parties”) for the use of Planning Grant Funds for the Microtransit Planning Study for Iredell County (the “Project”).

GENERAL RECITALS

WHEREAS, CRTPO is the regional planning organization, designated by the North Carolina Department of Transportation (NCDOT) to undertake planning responsibilities in the planning area; and,

WHEREAS, the City has been designated the Lead Planning Agency of CRTPO; and,

WHEREAS, federal funds for planning activities are allocated by the Federal Highway Administration (the “FHWA”) through the NCDOT to CRTPO; and,

WHEREAS, the City is the “designated recipient” of funds with the responsibility of selecting projects that meet the funding criteria; and,

WHEREAS, the CRTPO conducted a competitive Call for Projects from August 18, 2026 to October 31, 2026 to award federal funds (the “Grant Funds”); and,

WHEREAS, the Awardee applied for Grant Funds through CRTPO and is an eligible Awardee for the Microtransit Planning Study for Iredell County; and

WHEREAS, The CRTPO Board awarded Statesville’s Project on February 18, 2026; and

WHEREAS, subject to the availability of Grant Funds, the Awardee shall comply with the rules and regulations of the CRTPO, NCDOT, and FHWA; and

WHEREAS, the Parties desire to secure and utilize Grant Funds for Microtransit Planning Study for Iredell County.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the City and Awardee agree as follows:

AGREEMENT

1 Purpose

The purpose of this Agreement is to provide for the undertaking of planning projects, as described in the Project application (Exhibit A), and to state the terms and conditions as to the way the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. The Awardee shall use the Grant Funds only for the purposes of the Project and for no other purpose. Any amendment to this Agreement shall be done in writing and only by mutual consent of the Parties.

2 Incorporation of Exhibit

The following Exhibit is attached to this Agreement and is incorporated into and made a part of this Agreement:

Exhibit A – Planning Project Application - Microtransit Planning Study for Iredell County (prepared by the Town of Mooresville, and assumed by the City of Statesville)

3 Availability of Grant Funds

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

4 Project Implementation.

The Awardee shall undertake and complete the Project in accordance with the procedures and guidelines set forth in this Agreement, and in the following documents:

- a. OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200); NCGS 159-34, and NCAC 03M .0703
- b. NCDOT Local Programs Management Handbook available at <https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>.
- c. CRTPO Supplemental Guide for Planning Projects: https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Supplemental_Guide_for_Planning_Projects.pdf

5 Relationship of the Parties

The relationship of the parties established by this Agreement is the CRTPO as recipient and the Town of Huntersville as the Awardee of the Grant Funds. Except for the required administrative oversight of the Project by the CRTPO, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the

representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

6 Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures from **July 1, 2026, to June 30, 2028**. Any requests to extend the Period of Performance must be made in accordance with the policies and procedures established by the NCDOT, CRTPO, and FHWA and be approved by CRTPO Board. The Awardee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

The Awardee shall be responsible for all costs for the Project outside of the Period of Performance.

7 Scope of Project

The scope of project is to complete the Microtransit Planning Study for Iredell County described in Exhibit A.

8 Reimbursement of the Project

The total reimbursable amount of the Project approved by the CRTPO is not to exceed **\$176,000**.

Planning Project	Total Project Cost	Reimbursement from CRTPO (80%) to your town/city	Non-Federal match by the town/city (20%)
Microtransit Planning Study for Iredell County	\$220,000	\$176,000 (not to exceed)	\$44,000

The CRTPO shall provide, from Grant Funds, up to 80% of the actual net cost of the Project, not more than the identified amounts for eligible administrative, operating, and capital expenses.

9 Project Expenditures and Payments

9.1 General.

The CRTPO is utilizing available Grant Funds and shall reimburse the Awardee, at the rate described above, for allowable costs for work performed during the Performance Period and under the terms of this Agreement.

9.2 Reimbursement Procedures.

The Awardee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.

- a. The Awardee's claims for reimbursement shall be made no more than monthly or less than quarterly, using the CRTPO and the City's invoice form.
- b. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.
- c. Before reimbursement, the Awardee shall provide supporting documentation for proof of payment. The documentation is required with each reimbursement request. The Awardee must show it has met its proportionate share of the project costs. Any costs for work not eligible for CRTPO and Federal participation shall be financed one hundred percent (100%) by the Awardee.
- d. The Awardee shall email invoices and required documentation to:

Temekia.Dae@charlottenc.gov, tthomson@charlottenc.gov, and jennifer.stafford@charlottenc.gov.
- e. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and it shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the CRTPO:

Robert W. Cook
Assistant Planning Director
City of Charlotte – CRTPO
600 East Fourth Street – 8th Floor
Charlotte, NC 28202
704-336-8643
rwcook@charlottenc.gov

For the Awardee:

Erika Martin, AICP
Planning Director
City of Statesville
227 S. Center St.
Statesville, NC 28677
704-878-3539
emartin@statesvillenc.net

9.3 Allowable Costs.

Expenditures made by the Awardee shall be reimbursed as allowable costs under the FTA and FHWA programs and the provisions of 2 CFR Parts 200 and 1201, and to the extent they meet all the requirements set forth below. They must be:

- a. Consistent with the Project description as submitted to CRTPO, and consistent with the Project budget and all other provisions of this Agreement.
- b. Necessary to accomplish the Project.
- c. Reasonable amount for the goods or services purchased.
- d. Actual net costs to the Awardee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105- 164.14), rebates, or other items of value received by the Awardee that have the effect of reducing the cost actually incurred.
- e. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the CRTPO to the contrary is received.
- f. Satisfactorily documented.
- g. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRTPO or Federal requirements.

9.4 Excluded Costs.

The Awardee understands and agrees that except to the extent the CRTPO determines otherwise in writing, the CRTPO will exclude:

- a. Any Project cost incurred by the Awardee before the period of performance of the Agreement.
- b. Any cost that is not included in the latest CRTPO Board approved Budget.
- c. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangements that is required to be, but has not been, concurred in or approved in writing by the CRTPO.
- d. Any cost ineligible for FTA/FHWA/CRTPO participation as provided by applicable Federal or State laws, regulations, or directives.

9.5 Final Allowability Determination.

The Awardee understands and agrees that payment to the Awardee on any Project cost does not constitute the CRTPO, Federal, State (NCDOT) Government's final

decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Awardee of the terms of this Agreement. The Awardee acknowledges that the CRTPO, Federal, or State (NCDOT) Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the CRTPO, Federal or State (NCDOT) Government determines that the Awardee is not entitled to receive any portion of the CRTPO/Federal assistance the Awardee has requested or provided, the CRTPO will notify the Awardee in writing, stating its reasons. The Awardee agrees that Project closeout will not alter the Awardee's responsibility to return any funds due the CRTPO as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the CRTPO, Federal or State (NCDOT) Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the CRTPO, Federal or State (NCDOT) Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the CRTPO may have against the Awardee.

9.6 Excess Payments, Disallowed Costs, Including Interest.

- a. *Awardee's Responsibility to Pay.* Upon notification to the Awardee that specific amounts are owed to the CRTPO, Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Awardee agrees to remit to the CRTPO promptly the amounts owed, including applicable interest and any penalties and administrative charges within 90 days of notification.
- b. *De-obligation of Grant Funds.* The Awardee agrees that the CRTPO may de-obligate unexpended Grant Funds for the Project that are inactive for six months or more.
- c. *Project Closeout.* Project closeout occurs when the CRTPO issues the final project reimbursement or acknowledges that the Awardee has remitted the proper refund. The Awardee agrees that Project closeout by the CRTPO does not invalidate any continuing requirements imposed by this Agreement.

9.7 Accounting Records

- a. *Establishment and Maintenance of Accounting Records.* The Awardee shall establish and maintain separate accounts for the Project program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with the most current approved Project budget.
- b. *Documentation of Project Costs.* All costs charged to the Project, including any approved services performed by the Awardee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

9.8 Reporting, Record Retention, and Access

- a. *Progress Reports.* The Awardee shall advise the CRTPO regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the CRTPO may require. Such reporting and documentation may include, but not be limited to operating statistics, meetings, progress reports, and monthly performance reports. The Awardee shall collect and submit to the CRTPO such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the CRTPO. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the CRTPO.
- b. *Record Retention.* The Awardee and its third-party Awardees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Awardee, or until all audit exceptions have been resolved, whichever is longer.
- c. *Project Closeout.* The Awardee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- d. *State Auditor Oversight.* The Awardee agrees to audit oversight by the North Carolina Office of the State Auditor and/or the CRTPO, to provide auditors with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Awardee.
- e. *Third Party Loans.* Within 30 days of receipt, the Awardee shall disclose to the CRTPO any loans received from a local government entity or other entity not party to this Agreement.
- f. *Audit Costs.* Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159 34 is unallowable and shall not be charged to State or Federal grants.

9.9 Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the CRTPO or with state, specifically NCDOT, or federal law.
- b. The Awardee agrees to comply with all applicable state and federal laws and regulations.

9.10 Conflicts of Interest Policy

The Awardee agrees to file with the CRTPO a copy of the Awardee’s policy addressing conflicts of interest that may arise involving the Awardee’s management employees and the members of its board of directors or other governing body. The Awardee’s policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Awardee’s employees or members of its

board or other governing body, from the Awardee's disbursing of State funds, and shall include actions to be taken by the Awardee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the CRTPO prior to the CRTPO disbursing Grant Funds to the Awardee.

The Awardee affirms that it has not paid and will not pay any bonus or commission to any party related to this Project.

9.11 Assignment

- a. Unless otherwise authorized in writing by the CRTPO, the Awardee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the CRTPO.
- b. The Awardee agrees to incorporate the terms of this Agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance.

9.12 Hold Harmless

Except as prohibited or otherwise limited by law, the Awardee agrees to indemnify, save, and hold harmless the CRTPO, the City, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Awardee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

9.13 Real Property, Equipment, and Supplies.

Federal or State Interest. The Awardee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Awardee agrees to comply with all Federal, State and CRTPO provisions. The Awardee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a lease), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

10 Termination

Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

Should the Awardee terminate the Agreement without the concurrence of the CRTPO, the Awardee shall reimburse the CRTPO one hundred percent (100%) of all costs expended by the CRTPO and associated with the work.

Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the CRTPO is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Awardee agrees that the CRTPO may require repayment from the Awardee of an amount of funds to be determined in the CRTPO's sole discretion but not to exceed the amount of funds the Awardee has already received under this Agreement.

11 Civil Rights and Equal Opportunity

Under this Agreement, the Awardee shall always comply with the requirements included as part of this Agreement in the Federal Terms and Conditions.

12 Choice of Law and Venue

This Agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Mecklenburg County, North Carolina.

13 Severability

If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

14 Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this Agreement, additional terms and conditions incorporated by reference into this Agreement are checked below.

15 Federal Terms and Conditions

- a. Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (2 CFR 200)
The Code of Federal Regulations (2 CFR 200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>) and subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- b. Federal State Management Plan.
The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the CRTPO. Nothing shall be construed under the terms of this Agreement by the CRTPO or the Awardee that shall cause any conflict with CRTPO, State, or Federal statutes, rules, or regulations.
- c. No Federal Government Obligations to Third Parties.
The Awardee acknowledges and agrees that, notwithstanding any concurrence by the CRTPO or the NCDOT in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the CRTPO or the NCDOT are not a party to this Agreement and shall not be subject to any obligations or liabilities to the Awardee or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Awardee agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the CRTPO and NCDOT. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- d. Program Fraud and False or Fraudulent Statements or Related Acts.
The Awardee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Awardee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the CRTPO assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Awardee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Awardee to the extent the Federal Government deems appropriate.

The Awardee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal

assistance originally awarded by the CRFTA under the authority of NCDOT, reserves the right to impose the penalties of 18 USC§ 1001 and 49 USC § 5323(1) on the Awardee, to the extent the Federal Government deems appropriate.

The Awardee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

e. Federal Changes.

The Awardee agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this Agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Awardee.

f. Civil Rights and Equal Opportunity.

Under this Agreement, the Awardee shall comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Awardee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Awardee agrees to comply with applicable Federal implementing regulations and other implementing requirements.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC§ 2000e et seq., and Federal transit laws at 49 USC§ 5332, the Awardee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC§ 2000e note. The Awardee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Awardee agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination

Act of 1975, as amended, 42 USC§ 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Awardee agrees to refrain from discrimination against present and prospective employees for reason of age.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794, the Americans with Disabilities Act of 1990, as amended, 42 USC§ 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC§ 4151 et seq., and federal transit law at 49 USC§ 5332, the Awardee agrees that it will not discriminate against individuals on the basis of disability. In addition, the Awardee agrees to comply with any implementing requirements FTA or FHWA may issue.

g. Disadvantaged Business Enterprises.

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Grant Funds. The Awardee is also encouraged to give every opportunity to allow DBE participation in contracts. The Awardee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Awardee shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Awardee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the CRTPO deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Awardees, including material suppliers, Awardees at all levels (Awardee, Subconsultant or Awardee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the NCDOT’s Awardee Payment Information Form (Form DBE-IS). In the event the Awardee has no DBE participation, the Awardee shall indicate this on the Form DBE-IS by entering the word ‘None’ or the number ‘zero’ and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.stale.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Awardee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the NCDOT. This information shall be submitted as part of the requests for payments made to the Department.

h. Incorporation of Federal Terms

Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all Federal mandated terms shall be deemed to

control in the event of a conflict with other provisions contained in this Agreement. The Awardee shall not perform any act, fail to perform any act, or refuse to comply with any CRTPO or NCDOT's request, which would cause the CRTPO or NCDOT to be in violation of Federal terms and conditions shall prevail and be the instrument governing the receipt of Federal assistance.

i. Energy Conservation

The Awardee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

j. Debarment Suspension, Ineligibility and Voluntary Exclusion.

The Awardee shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Awardee shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

Signature Page Follows

THIS AGREEMENT, entered into as of the day and year first written above for the Microtransit Planning Study for Iredell County, in an amount not to exceed **\$176,000**.

City of Statesville
227 S. Center St.
Statesville, NC 28677

By: _____	_____
Signature	Attest Signature
_____	_____
Print Name	Attest Date
_____	_____
Title	Approved as to Form
_____	_____
Date	Title and Date

CITY OF CHARLOTTE:
600 East Fourth Street
Charlotte NC 28202

By: _____	_____
Signature	Attest Signature

Print Name	

Title	

Date	Attest Date

Exhibit A – Planning Application for the Microtransit Planning Study



Charlotte Regional Transportation Planning Organization Discretionary Projects Program

Call for Project Submissions Fall 2025

PLANNING PROJECTS

Submittal Guide and Grant Application Package

PRE-SUBMITTAL DEADLINE: OCTOBER 17, 2025, at 5 PM

Application deadline: October 31, 2025, at 5 PM

Issued August 18, 2025

CRTPO Staff Contacts:

Jennifer Stafford at Jennifer.Stafford@charlottenc.gov or 704-336-3369

The Charlotte Regional Transportation Planning Organization (CRTPO) provides services without regard to race, color, gender, religion, national origin, age, or disability, according to the provisions contained in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994. Any person with questions concerning this policy or who believes they have been discriminated against should contact CRTPO at 704-336-2205.



CRTPO 2025 FALL CALL FOR PROJECTS

August 18, 2025

Dear CRTPO Member,

The Charlotte Regional Transportation Planning Organization (CRTPO) is pleased to accept requests for discretionary funding for your projects. The attached Submittal Guide and Grant Application Package state the application requirements. Please review them carefully.

1. Please submit a pre-submittal form (next page) informing CRTPO that you intend to submit a completed application. Please use one form per project submittal. The form will schedule your mandatory pre-submittal meeting. Please email the form to Jennifer.Stafford@charlottenc.gov.
2. **MANDATORY requirement:** You must have one formal meeting with CRTPO staff to review the project(s) before **OCTOBER 17, 2025, BY 5 PM.**

All applications are due to CRTPO no later than **October 31, 2025, at 5 PM.** You may submit your application electronically following the attached directions.

Application or submittal questions should be directed to Jennifer Stafford at Jennifer.Stafford@charlottenc.gov or 704-336-3369.

Thank you for your interest in discretionary grants from CRTPO.



PRE-SUBMITTAL FORM

Please complete this form to acknowledge that you will apply for discretionary funds through the Discretionary Grants Program – Call for Projects Fall 2025.

Please submit the completed form to Jennifer Stafford at Jennifer.Stafford@charlottenc.gov to schedule your pre-submittal meeting before **October 17, 2025, at 5 PM**. Pre-submittal meeting requirements follow this form.

Member jurisdiction or agency name: *Town of Cornelius*

Contact Name and Title: *Aaron Tucker – Senior Planner*

Contact Email: *atucker@cornelius.org*

Project Name: *Bailey Road/ NC 115 Intersection Study*

High-level Summary (a sentence or two):

The intersection of Bailey Road and Old Statesville Road is a highly congested intersection, especially during peak AM hour and during the school PM peak hour. Bailey Road provides access to Hough High School and Bailey Middle School. The Town would like to study this intersection to evaluate eliminating left turns and reducing traffic signal phasing with the goal of increasing the overall level of service for the intersection.



PLANNING PROJECTS Pre-Submittal Meeting Requirements

Please prepare to discuss the following information. Be prepared to share your screen to discuss your documents.

Meetings will be held remotely. Please request a minimum of 1 hour for the first project and 30 minutes for each additional project. Please use one pre-submittal form per application.

Please prepare to discuss the following information. Be prepared to share your screen to discuss your documents.

1. Project Scope: Verbally tell us about your project. (Suggested time 5 minutes)
2. Project Problem Statement: Describe the problem and solution your proposed project offers the jurisdiction and the CRTPO planning area. (5 minutes)
3. Incorporating Adopted Plans Recommendations: Describe how and if your plan will incorporate recommendations from 2050 Metropolitan Transportation Plan and Beyond 77 Corridor Study. (10 minutes)
4. Project Schedule: Planning funds should be expended within two fiscal years. Projects awarded with planning funds will start July 1, 2026, with all reimbursable work completed by June 30, 2028. Please tell us how you will meet the timeframe. (10 minutes)
5. Project Challenges: Discuss challenges. For example, are you new to the federal process (this is ok, but it is helpful to know so that CRTPO can help support you)? (5 minutes)
6. Technical Coordination: Describe what role the CRTPO will have in the development of this plan. Also, explain how you will coordinate with neighboring jurisdictions, state, and federal agencies as part of your project. (10 minutes)
7. Project Budget: Please tell us how you are estimating your project. (10 minutes)
8. Additional Information: Any extra information that you would like CRTPO to know? (5 minutes)



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1. Overview

The Charlotte Regional Transportation Planning Organization ("CRTPO") is the federally designated Metropolitan Planning Organization (MPO) for the Charlotte urbanized area.

The CRTPO is responsible for long-range transportation planning in the region and ensures Federal Highway Administration (FHWA) transportation funds are allocated and spent properly. CRTPO also works with the North Carolina Department of Transportation (NCDOT) to program federal and/or state discretionary funds to jurisdictions to implement a project, program, or study.

The CRTPO's planning efforts aim to create a more comprehensive and efficient transportation system to improve our residents' quality of life and economic outcomes. Plans address all modes of transportation, including vehicles, transit, bicycles, and pedestrians.

The CRTPO receives direct attributable funds, also known as discretionary funds or grants, to be allocated to member jurisdictions for specific projects on a competitive basis. Project selection is guided by the CRTPO Board-approved Discretionary Grants Program Policy Guide (<https://crtpo.org/PDFs/Resources/ProjectOversightCommittee/DiscretionaryGrantsProgramPolicyGuide.pdf>). The Guide prioritizes projects in the region that will utilize federal funds. Selected projects will be amended into the CRTPO's Metropolitan Transportation Program (MTP) and the Transportation Improvement Program (TIP).

1.1 CRTPO Member Notice

The CRTPO is now accepting applications for federal discretionary funds (grant funds) on eligible projects. The annual fall call consists of the following opportunities for member jurisdictions within the CRTPO planning area:

1. new discretionary funded capital projects
2. supplementary funds on existing CRTPO-awarded projects
3. new planning projects

1.2 Funding Overview

The following information summarizes funding transportation projects in the CRTPO planning area. The Discretionary Grants Program Policy allocates the CRTPO's federal and state discretionary funds based on data-driven scoring criteria. The following CRTPO discretionary funds are:

- Federal Direct Attributable (STBG-DA)
- Transportation Alternatives Program (TAP)
- Congestion Mitigation Air Quality (CMAQ)
- Carbon Reduction Program (CRP-DA)
- State Bonus Allocation Funds (BA)



*Call for Projects for Fall 2025
Submittal Guide and Grant Application Package*

CRTPO principles and targets are as follows:

1. Projects must be eligible to receive federal funds.
2. There is an annual schedule for proposing, scoring, and funding projects.
3. Project scoring is consistent with the requirements of the various funding sources.
4. The process addresses supplemental funding for existing project.
5. The process will be iterative, and the Policy may be amended.
6. The Policy is transparent and easily understood by stakeholders.

Recommended discretionary funding targets:

- \$500,000 or less for planning projects.
- 20% of available funds per call for non-highway projects.
- 80% of available funds per call for highway projects.

2 Call for Projects Information and Instructions

2.1 Call for Projects Overview

CRTPO will begin offering one annual call for new projects and shortfalls this year from August 18 to October 31, in which all available discretionary funds will be considered for programming.

CRTPO staff will evaluate the project's eligibility and suitability for the most appropriate funding source.

All questions and completed grant application documents shall be submitted to:

Jennifer Stafford, RLA, CPCM
Charlotte Regional Transportation Planning Organization
Jennifer.Stafford@charlottenc.gov (call for questions 704-336-3369)

2.2 Fall 2025 Call for Projects Schedule

Action	Deadline
Application Issuance and Announcement	August 18, 2025
Mandatory CRTPO and Applicant Meeting DEADLINE	OCTOBER 17, 2025, at 5 PM
Application Deadline	October 31, 2025, at 5 PM
CRTPO Technical Coordinating Committee (TCC) will make its recommendation to the Board (tentative date)	January 2026
CRTPO Board to Award (tentative date)	February 2026
CRTPO Award Notification to Applicants	February/March 2026

2.3 Application Packages

CRTPO has six applications available based on project type. All applications have the same schedule as described above. Please use one application per project.



*Call for Projects for Fall 2025
Submittal Guide and Grant Application Package*

- Bicycle and Pedestrian Projects
- Highway & Intersection Projects
- Transit / Public Transportation
- Air Quality Improvement Projects – projects specifically targeting emissions reduction (CMAQ and CRP funds)
- Planning Projects - i.e., feasibility studies, not planning for capital projects
- Supplemental funding for existing CRTPO-funded projects

Please note that submission of an application does not guarantee an award of funds.

3 Application Evaluation

After the CRTPO staff evaluates the applications, projects meeting federal eligibility requirements will be presented to the CRTPO POC. The POC will develop a recommended list of projects for the TCC. The TCC will review the projects recommended for funding and make a recommendation to the CRTPO Board. The Board may then vote to approve discretionary funds for the project and approve the amendment to the CRTPO's TIP or the UPWP to add the necessary funding. The list of approved projects will be published and submitted to NCDOT and FHWA for funding.

4 Local Government Agency / Awardee

An Awardee can be a Municipality, County, or State Agency that proposes to construct a transportation project or carry out a transportation program. The awardee must be a full-time employee of a CRTPO member jurisdiction. The CRTPO's role is to recommend projects to award state and federal funds.

4.1 Capital Projects

The awardee is responsible for carrying out the design and construction of the transportation project. NCDOT's role is to advise, approve and oversee an awardee's proper expenditure of funds on an eligible project or program. FHWA holds NCDOT accountable to ensure that Federal funds are expended appropriately. The State Auditor's Office holds NCDOT accountable for the responsible expenditure of state funds.

The NCDOT has provided grant awardees with a handbook on implementing capital projects. The handbook is designed to be a resource for administering projects with federal funds. NCDOT will also create a municipal agreement (MA) for each project.

The handbook follows the same organization as the MA but provides procedural detail. The handbook may be found at (2009 is the latest copy):

<https://connect.ncdot.gov/municipalities/Funding/Pages/LPM%20Handbook.aspx>

There are ongoing reporting responsibilities. The awardee will be required to comply with various state and federal requirements and certifications. For additional information, please refer to:

<https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.



4.2 Planning Projects

Planning (PL) funds are allocated to MPOs in North Carolina each year based on population.

The CRTPO chooses to sub-allocate a portion of its annual PL fund allocation in the UPWP to member jurisdictions to allow opportunities for transportation planning activities. However, the CRTPO's primary duty is to ensure sufficient funds are available to carry out mandated tasks. The CRTPO is not obligated to provide PL funds for local projects.

There are ongoing reporting responsibilities for using PL funds. The awardee must comply with various state and federal requirements and certifications.

The application begins on the next page.

APPLICATION FOR PLANNING FUNDS



**Charlotte Regional Transportation Planning Organization
Discretionary Projects Program**

**Call for Project Submissions
Fall 2025**

**GRANT APPLICATION PACKAGE
FOR
PLANNING PROJECTS**

APPLICATION FOR PLANNING FUNDS

All project sponsors are required to attend a remote meeting with CRTPO staff before October 17, 2025, at 5 PM. This is a mandatory pre-submittal meeting to review application requirements and estimate and answer questions. Your application will not be accepted without your attendance at this meeting.

All project sponsors **must** submit a complete application package, including all attachments, due by 5 PM on October 31, 2025. The project sponsor must be a full-time employee of a CRTPO member jurisdiction. Submission of an application does not guarantee an award of funds. Late applications will not be accepted.

To schedule meetings, ask questions, and send attachments, please contact Jennifer Stafford at Jennifer.Stafford@charlottenc.gov.

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### PLANNING PROJECT INFORMATION

#### Locally Administered Projects

By submitting a project for funding, the municipality (or municipalities) or local government entity (or entities) are committing funds to sponsor the project. The applicants (if awarded) shall be responsible for all FHWA and NCDOT reporting requirements associated with federal funding. An inter-local agreement between the City of Charlotte, the lead agency for CRTPO, and the designated recipients will outline a reimbursement schedule; local sponsors will be required to pay all costs upfront, invoice CRTPO, and seek subsequent reimbursement for the federal percentage dedicated to the project.

Please see the CRTPO's Guide for Planning Projects can be found at [https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Guide for Planning Projects.pdf](https://crtpo.org/PDFs/Resources/DiscretionaryProjects/Guide_for_Planning_Projects.pdf).

Eligible planning projects include, but are not limited to:

- Corridor Studies
- Access and Mobility Analyses
- Traffic, Alignment Alternatives, and Feasibility Studies
- Bicycle and Pedestrian Planning Initiatives

Some planning project requirements include:

- Public outreach efforts must meet Title VI requirements (<https://www.crtpo.org/title-vi>)
- If using consultant services, procurement of consultants must be chosen in compliance with state and federal regulations
- CRTPO requires that documentation of the planning initiative be provided as project deliverables
- CRTPO staff participation is required on any technical team developed to guide the project
- Extensive engineering, right-of-way acquisition, and construction projects are not eligible for these funds
- CRTPO may require a kickoff presentation to a TSM or TCC at the start of the planning project to review the project goals, timeline, and public involvement strategy
- CRTPO requires a summary presentation to the TCC and CRTPO Board at the conclusion of your project
- CRTPO requires a digital copy of the completed document, additional final deliverables, and associated GIS shapefiles and databases

## APPLICATION FOR PLANNING FUNDS

Planning funds should be expended within two fiscal years. Projects awarded with planning funds will start July 1, 2026, with all reimbursable work completed by June 30, 2027. Any work performed before that date and before authorization by NCDOT to proceed is not reimbursable.

The Project Sponsor must be prepared to fulfill all the following requirements for using PL funds:

1. If hiring a consultant, submit a Request for Letter of Interest/Request for Qualifications (RFLOI/RFQ) for approval by NCDOT's Transportation Planning Division.
2. Solicit consultants
3. Check consultant's NCDOT pre-qualifications
4. Form a Selection Committee to select the most qualified company
5. The Selection Committee must include an NCDOT member
6. The project sponsor must form and facilitate a selection committee
7. Request NCDOT concurrence with fees and the contract terms
8. Finalize the consultant's contract and issue a Notice to Proceed (after July 1, 2026)
9. Quarterly progress reports that briefly describe the progress made on the project must be submitted. Progress reports must include the following:
  - A rolling total of the project cost, reflecting quarterly reimbursement requests showing the drawdown of the total for each reimbursement request
  - The total amount expended for the current quarter's submission, and a breakdown of the amount being requested less the 20 percent local share applied to the total
  - A bulleted list of accomplishments during the quarter
  - Invoices submitted by consultants
  - Proof that the consultants' invoices submitted for reimbursement have been paid (copy of the cashed check; report from your financial system showing payment)

Planning projects are reimbursement projects through CRTPO, unlike capital projects where the sponsor organization is reimbursed through NCDOT. After you hire a consultant, your organization will receive the invoices. You will pay 100% of their invoice. Then your organization will request an 80% reimbursement from CRTPO/City of Charlotte. Reimbursement is typically quarterly.

Scheduled Quarterly Reporting and Invoicing:

| Quarter | Quarter Duration        | Quarterly Reporting and Invoicing Form Due Date |
|---------|-------------------------|-------------------------------------------------|
| 1       | July 1 - September 30   | October 30, 2026                                |
| 2       | October 1 - December 31 | December 30, 2026                               |
| 3       | January 1 - March 31    | April 30, 2027                                  |
| 4       | April 1 - June 30       | <b>(Early!) July 10, 2027</b>                   |

## APPLICATION FOR PLANNING FUNDS

Applicant / Lead Agency: *Town of Cornelius*

Contact Name and Title: *Aaron Tucker – Senior Planner*

Contact Email and Phone Number: [atucker@cornelius.org](mailto:atucker@cornelius.org) 704-896-2460 ext. 113

CRTPO Member Jurisdiction: *Yes, Town of Cornelius*

Secondary Applicant Name and Email (or N/A): *N/A*

Briefly describe the project management experience in managing federally funded projects:

*Town Staff has experience with managing previously federally funded planning projects, some of which were funded through the CRTPO Discretionary program previously.*

### PROJECT INFORMATION

Project Name: *Bailey Road/NC 115 Intersection Study*

Provide a summary of the project, including the location, purpose, and need:

*The intersection of Bailey Road and Old Statesville Road (NC 115) is a highly congested intersection during peak hours. This intersection is unique in that it has three peak congestion times that include the AM peak, school PM peak, and the regular PM peak. The purpose of this study is to evaluate alternative intersection designs, such as eliminating left turns and reducing signal phasing, that improve the level of service at all three peak hour times. This study is needed because Bailey Road provides the primary access to regional facilities including Hough High School, Bailey Middle School and Bailey Road Park. This is a critical intersection along the NC 115 corridor and is the only alternative north/south connector between Iredell and Mecklenburg Counties outside of I-77.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Bailey Road/NC 115 Intersection Study*

Describe how the project meets one or more CRTPO goals/objectives as listed in the MTP, which can be referenced at <https://crtpo.org/projects-plans-programs/metropolitan-transportation-plan/2050-mtp/>:

*Goal 1.2 – A major focus of this study will be learning how to reduce congestion at this intersection and along the corridor.*

*Goal 1.3 – Alternative intersection designs will also evaluate best practices in safety.*

*Goal 2.1 – While the focus of the study is on improving vehicular congestion, any alternatives will look at ways to provide better bike and pedestrian connectivity to the regional schools and park.*

*Goal 2.4 – Through this study we will also be looking at ways to improve the redline rail crossing at this intersection to meet CATS goals and objectives.*

*Goal 2.5 – As mentioned in goal 2.1 above, any alternative intersection designs studied will be required to enhance the bike/pedestrian connectivity at this location.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Bailey Road/NC 115 Intersection Study*

Provide details of anticipated deliverables and final products:

*Electronic copy of the final intersection study report. The report shall include:*

- 1. Executive summary of recommendations*
- 2. Explanation of all alternative designs and treatment options studied*
- 3. A cost analysis of the preferred alternative design*
- 4. All traffic data used and analyzed in the study*
- 5. Public engagement summary*
- 6. Crash data analysis*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Bailey Road/NC 115 Intersection Study*

Have CRTPO planning funds been previously used to fund a planning study on this project? (yes or no) *No*. If yes, explain below.

*No, CRTPO planning funds have not been used previously to study intersection design alternatives at this location.*

The planning funds you are applying for should be spent from July 1, 2026, to June 30, 2028. Please describe your schedule to meet the deadline.

*If awarded, we plan to kick-off the study of this intersection immediately in July of 2026. We are estimating a maximum 12-month timeline to complete, so a final study is planned to be adopted by the Town Board in the summer of 2026.*

## APPLICATION FOR PLANNING FUNDS

### PROJECT INFORMATION *(continued)*

Project Name: *Bailey Road/NC 115 Intersection Study*

Will this plan incorporate and improve upon recommendations from other regional planning efforts (2050 MTP, Beyond 77, Connect Beyond, and other regional plans)? Explain below.

*Yes. We will plan to complete a consistency review as part of our project to ensure our recommendations are in line with regional planning efforts. Any alternative designs will also be required to include the recommendations outlined in the Seam Trail alignment study.*

Will elements of resiliency, land use, complete streets, and Vision Zero/Safe Systems Approach be incorporated into your plan? Explain below.

*All proposed intersection alternative designs will be required to include appropriate bicycle and pedestrian accommodations, as this intersection is a major artery for students traveling to and from school as well as residents traveling to and from Bailey Road park.*

## APPLICATION FOR PLANNING FUNDS

How will you coordinate with neighboring jurisdictions, state and federal agencies as part of your plan? Explain below.

*The Town will coordinate with NCDOT, CATS, and neighboring jurisdictions (Davidson and Huntersville). Heavy coordination will be needed with NCDOT and CATS, as these roadways are currently NCDOT facilities and CATS now owns the Redline rail tracks that cross the eastern side of this intersection across Bailey Road.*

What role will the CRTPO play in the development of this plan? Explain below.

*A member of CRTPO Staff will be invited to be included in all activities such as consultant selection, steering committee (if applicable), and final review of all intersection alternatives.*

## APPLICATION FOR PLANNING FUNDS

### PLANNING PROJECT FUNDING PROPOSAL

Project Name: *Bailey Road/NC 115 Intersection Study*

Reference the example below to assist the project sponsor in completing the required charts within this section.

**Example:**

| Planning Project                                                                                                    | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal match by the town/city (20%) |
|---------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| EXAMPLE: Happy City<br>Critical Intersection Analysis<br>Project<br>Planning Funds<br>80% CRTPO/ 20% Local<br>Match | \$60,000           | \$48,000<br>(not to exceed)                      | \$12,000                                 |

| Planning Project                                                                           | Total Project Cost | Reimbursement from CRTPO (80%) to your town/city | Non-Federal match by the town/city (20%) |
|--------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------|------------------------------------------|
| <i>Bailey Road/NC 115<br/>Intersection Study</i><br>Planning Funds<br>80% CRTPO /20% Local | \$80,000           | \$64,000<br>(not to exceed)                      | \$16,000                                 |

### SUPPORTING DOCUMENTATION

Please email all supporting documentation to [Jennifer.Stafford@charlottenc.gov](mailto:Jennifer.Stafford@charlottenc.gov). Please apply a read and delivery receipt when you send the email.

List sent documentation (maps, letters of support, etc.):

- 1.
- 2.
- 3.
- 4.

## APPLICATION FOR PLANNING FUNDS

### ACKNOWLEDGMENTS

Project Name: *Bailey Road/NC 115 Intersection Study*

- Acknowledgment of availability of local match at the start of this project
- Acknowledgment to follow federal and state requirements for procuring a consultant (if applicable) and spending ANY funds associated with this project.
- Acknowledgment that your staff can complete this project within July 1, 2026, to June 30, 2028.
- Acknowledgment that Planning funds must be requested from CRTPO to reimburse local jurisdictions for (non-match) project costs.
- Acknowledgment of the requirement to submit reporting forms to CRTPO.
- Acknowledgment that you have the authority to submit this application on behalf of your town/city.

Applicant Name: *Aaron Tucker*

Application Date: *10/27/2025*

*End of Application for Planning Funds*

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Erika Martin, AICP, Planning Director  
**DATE:** 3/27/2026 7:58 AM

---

**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Consider cancellation of Professional Services with CodeWright Planners, LLC for any remaining work on the Unified Development Code.**

---

### **1. Summary of Information:**

The City and CodeWright Planners, LLC entered into an Agreement for Professional Services in May 2024 for the preparation of a comprehensive update to the Unified Development Code. Pursuant to the termination provisions of the agreement, which allow either party to terminate the contract with advance written notice, the City has elected to cancel the contract. The contractor will be compensated for all work satisfactorily completed through the effective date of termination, consistent with the terms of the agreement.

### **2. Previous Council or Relevant Actions:**

Contract originally approved on May 20, 2024. Soon after, the Disaster Recovery Act of (October) 2024 significantly impacted local governments' discretion to amend zoning ordinances.

### **3. Strategic Initiatives Supported/Impacted:**

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

### **4. Budget/Funding Implications:**

NA

### **5. Consequences for Not Acting:**

NA

### **6. Department Recommendation:**

Staff recommends cancelling the contract and moving forward with priority City-initiated amendments.

### **7. Manager Comments:**

I concur with the department recommendation.

### **8. Next Steps:**

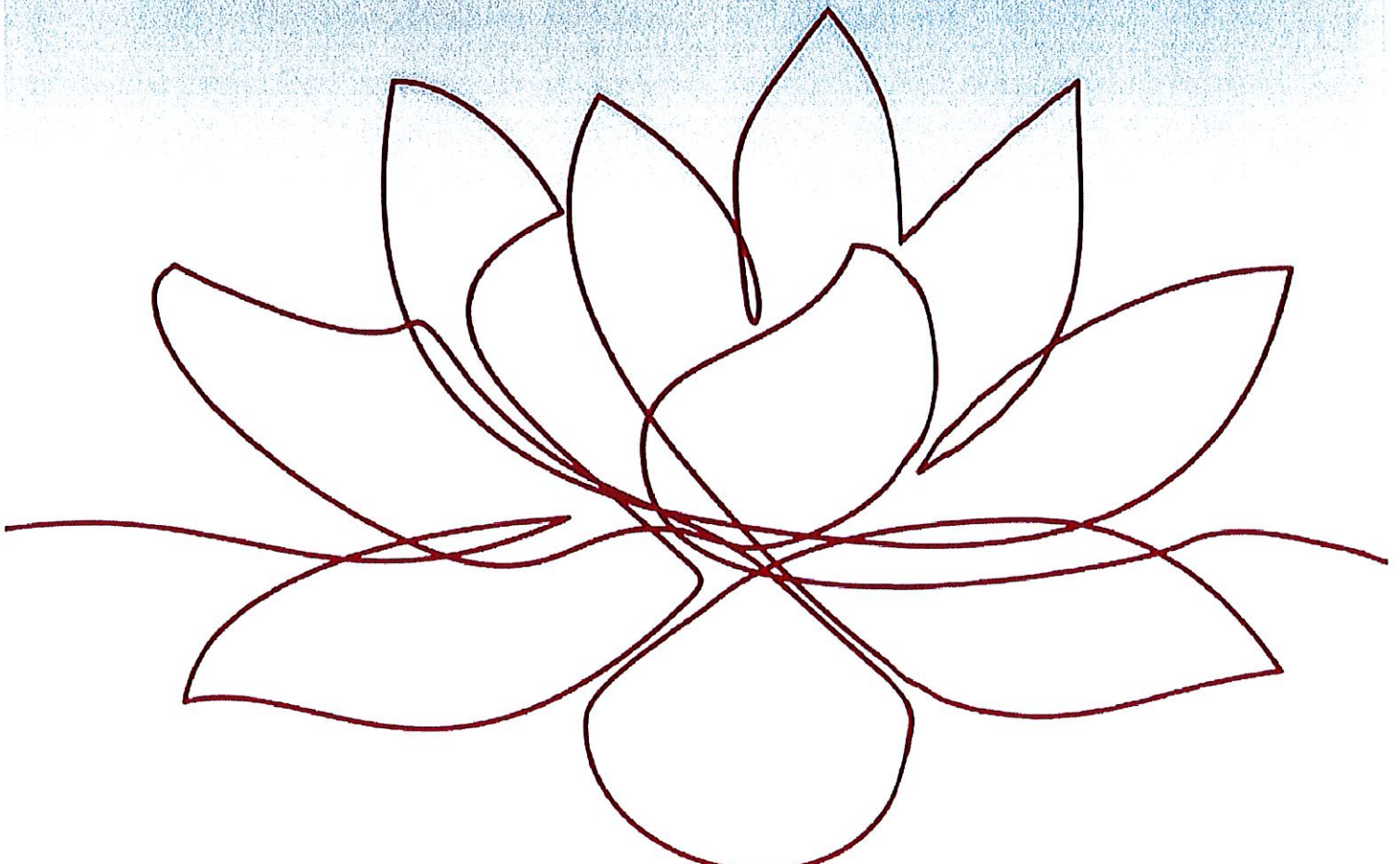
Upon approval of this item, CodeWright Planners, LCC will receive a 30 day written notice to formally end the contract.

**9. Attachments:**

1. Codewright Planners Contract

# City of Statesville, NC Unified Development Code Update

Agreement for Professional Services  
with CodeWright Planners, LLC



## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT**, effective as of the 31st day of May 2024, by and between the City of Statesville, North Carolina (hereinafter referred to as the Client), and CodeWright Planners, LLC, a North Carolina Limited Liability Company doing business at 9 Blue Bottle Lane Durham, NC 27705 (hereinafter referred to as the Contractor).

**WHEREAS**, the Client desires assistance with preparing a comprehensive update to the City's current Unified Development Code (UDC); and

**WHEREAS**, the City's development regulations are in need of further revision to bring them into alignment with the City's newly-adopted land use policy guidance, to provide for a broader array of housing options, and to establish new standards for redevelopment and infill; and

**WHEREAS**, the new UDC will have a logical format and structure, be more clear and predictable than the current regulations, be consistent with State and federal law, avoid disproportionate impacts on differing socio-economic groups, promote the use of incentives for preferred forms of development, and incorporate summary tables and illustrations to promote understanding; and

**WHEREAS**, the Client desires to engage the Contractor to render these professional services in connection with this project; and

**WHEREAS**, the Contractor has the necessary experience and desires to undertake the project.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. **Scope of Services**. The Contractor agrees to provide professional services to assist in the preparation of a comprehensive update to the unified development code. The services to be performed are described in Exhibit A attached hereto and incorporated herein (Exhibit A is titled "Scope of Services"). The Client agrees to provide supporting services to the Contractor as described in Exhibit A.
2. **Time of Performance**. The services of the Contractor are to commence on the date of execution of this Agreement by both Client and Contractor and will be undertaken and completed consistent with the schedule set out in Exhibit B attached hereto and incorporated herein (Exhibit B is titled "Proposed Schedule"). The time of performance may be extended by mutual agreement of both parties in accordance with the applicable provisions of this Agreement.

## AGREEMENT FOR PROFESSIONAL SERVICES

3. **Method of Payment & Total Project Amount.** The Client shall compensate Contractor for its services in accordance with the Compensation Schedule set out in Exhibit C, attached hereto and incorporated herein. It is understood and agreed that the total compensation and reimbursement to be paid for the professional services rendered under this Agreement shall not exceed the sum of \$148,500.00. Contractor may invoice Client on a monthly basis for the percent of work completed on each task, and Client will pay Contractor within 30 days of receipt of the invoice, as long as the work is satisfactorily completed. Contractor shall deliver invoices to Client via electronic mail, return receipt requested. If 90 or more days lapse between submittal of an invoice by Contractor and payment of that invoice by Client for work satisfactorily completed, Contractor shall notify Client of the past due payment in writing and shall temporarily halt work pending receipt of past due payment. By mutual written agreement, the Client and Contractor may reallocate the budget among project tasks, provided the total budget amount remains unchanged.
4. **Renegotiation.** The Client or Contractor may request renegotiation of the scope of work in Exhibit A, the proposed project schedule in Exhibit B, or the compensation schedule identified in Exhibit C if the tasks identified in Exhibit A extend six months or more beyond the target project completion date identified in Exhibit B.
5. **General Terms and Conditions.**
  - A. **Termination of Agreement.** Either the Client or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof. Notice shall be given at least 30 days before the effective date of such termination. In such an event, all finished and unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of termination. Continuance of work underway following receipt of written notice of termination shall be subject to prior written approval by both parties.
  - B. **Changes.** The Client may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution, shall become part of the Agreement.
  - C. **Assignability.** Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due to the Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.

## AGREEMENT FOR PROFESSIONAL SERVICES

- D. Audit. The Client or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for three (3) years after this Agreement ends.
- E. Ownership of Documents. Drawings, specifications, guidelines, and other documents prepared by the Contractor in connection with this Agreement shall be the property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.
- F. Assignment of Copyrights. Contractor assigns to the Client the copyrights to all work prepared, developed, or created pursuant to this Agreement. This includes the right to: 1) reproduce the work; 2) revise the work; 3) prepare derivative works; 4) distribute copies to the public; 5) to display the work publicly; and 6) all other rights necessary for the Client to adopt, administer, enforce, and defend the work. Contractor shall have the right to use materials produced in the course of this contract for marketing purposes, professional presentations, articles, or speeches. Nothing in this Agreement shall divest either party of its intellectual property.
- G. Subcontractors. Subcontractors may be utilized by the Contractor in the fulfillment of the terms and obligations in Exhibit A, subject to prior approval by the Client. Inclusion of additional subcontractors shall be in writing and upon execution, shall become part of the Agreement.
- H. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of North Carolina. Contractor shall also comply with all applicable State and federal laws and regulations and resolutions of Client in place upon execution of this Agreement, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- I. Notices. Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered either personally, by mail (postage prepaid), or by electronic mail transmission, and shall be addressed as follows:

**Sherry Ashley, Planning Director**  
City of Statesville  
P.O. Box 111  
Statesville, NC 28687  
Telephone number: (704) 878-3539  
Email: [sashley@statesvillenc.net](mailto:sashley@statesvillenc.net)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

Notices to Contractor from Client shall be in writing and delivered either personally, by mail (postage prepaid), or by electronic mail transmission, and shall be addressed to:

**Chad Meadows, Principal**  
CodeWright Planners  
9 Blue Bottle Lane  
Durham, North Carolina 27705  
Telephone number: 919.593.2868  
**Email: [chad@codewrightplanners.com](mailto:chad@codewrightplanners.com)**

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by electronic mail, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

6. **Indemnification.** The Contractor agrees to protect, defend, indemnify, and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof and caused by the negligence of the Contractor or subcontractors.
7. **Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
8. **Certificate of Insurance.** Contractor agrees to procure all of the insurance specified below and shall submit a Certificate of Insurance, from an insurer duly authorized to do business in North Carolina, naming the City of Statesville, NC, as an additional insured:
  - A. **Workers' compensation insurance.** Workers' Compensation insurance for all employees who are engaged in work under the Agreement with Employer Liability limits of at least \$500,000 for each accident and each employee.
  - B. **Motor vehicle liability insurance.** Contractor shall take out and maintain during the life of the Agreement, motor vehicle liability insurance in an amount not less than \$1,000,000.00 (combined single limit) for bodily injury including death and property damage combined.

## AGREEMENT FOR PROFESSIONAL SERVICES

- C. General liability insurance. Contractor shall procure and maintain general commercial liability insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000.00, in aggregate.
- D. Professional liability insurance. Contractor shall procure and maintain professional liability insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000.00, in aggregate.
9. Inquiries Regarding Payment. All inquiries regarding payment of invoices by Client are to be directed to:
- Sherry Ashley, Planning Director**  
City of Statesville  
P.O. Box 111  
Statesville, NC 28687  
Telephone number: (704) 878-3539  
Email: [sashley@statesvillenc.net](mailto:sashley@statesvillenc.net)
10. Anti-discrimination Clause. Neither Client nor Contractor discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided.
11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
12. Iran Divestment Act. Contractor shall comply with the requirements of Article 6E of Section 147-86.55 of the North Carolina General Statutes pertaining to the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. Contractor certifies that it is not now, has never been, and never will be on any list created by the State Treasurer pertaining to investment activities in Iran.
13. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written amendment signed by both the Client and the Contractor.
14. Mediation. All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, may be submitted to non-binding mediation upon agreement of the parties. The cost of said mediation shall be split equally between the parties. Mediation conducted under this Agreement shall occur in Wilmington, North Carolina, or other community in North Carolina as determined by the Client.

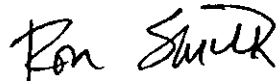
**AGREEMENT FOR PROFESSIONAL SERVICES**

15. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto.

CODEWRIGHT PLANNERS, LLC

CITY OF STATESVILLE, NC

By:   
Chad Meadows

By:   
Ron Smith

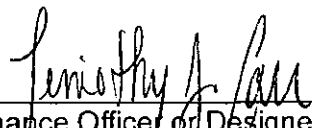
Title: Principal  
Principal

Title: City Manager  
City Manager

Date: 5/31/24

Date: 5/23/24

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

By:   
Finance Officer or Designee

Date: 05/25/24

## **EXHIBIT A: SCOPE OF SERVICES**

This Exhibit A describes a proposed scope of services for the preparation of a comprehensive update of the Unified Development Code (UDC) for the City of Statesville. The proposed scope consists of the following seven tasks:

- TASK 1, PROJECT INITIATION
- TASK 2, CODE DIAGNOSIS
- TASK 3, ANNOTATED OUTLINE
- TASK 4, INITIAL DRAFT OF TEXT & MAP
- TASK 5, REVISED DRAFT OF TEXT & MAP
- TASK 6, ADOPTION
- TASK 7, DELIVERY

While not reflected in the project scope, budget, or schedule, the Contractor agrees to provide up to 40 hours of post-adoption pro bono service to the City of Statesville to assist with additional UDC-related activities such as further revision or update. These post-adoption services are provided at no cost to the City.

Each task description in the scope of services is provided in tabular form and describes the purpose for the task, the primary activities to be undertaken by the Contractor, the deliverables provided to the Client, and the Client's responsibilities during the task. The scope of services follows.

## EXHIBIT A: SCOPE OF SERVICES

### TASK 1 – PROJECT INITIATION

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                         | The Project Initiation task is an initial evaluation of the City’s unified development code, related development provisions to be included in the UDC, and the adopted policy guidance (like the 2045 Land Development Plan and the 2019 Mobility + Development Plan); a project introduction for the City staff (including departments other than Planning); interviews with elected officials and stakeholders; the establishment of the web-based public platform for the project; and the initial meeting of the Steering Committee (composition to be determined by the City).                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Activities Included</b>                             | <ol style="list-style-type: none"> <li>1. Detailed written evaluation of current City policy guidance and development regulations</li> <li>2. Prepare and launch internal project management site (via Basecamp platform) (before trip)</li> <li>3. Kick off meetings with City staff (including leaders from other Departments and the City’s legal staff) (Trip 1 Day 1)</li> <li>4. Discuss recent and pending text amendments (Trip 1 Day 1)</li> <li>5. Finalize public engagement plan with City staff (Trip 1 Day 1)</li> <li>6. Discuss GIS file exchange, mapping conventions, boundary issues, etc. (Trip 1 Day 1)</li> <li>7. Discuss and prepare project logo and branding materials, and webpage URL (Trip 1 Day 1 and after trip)</li> <li>8. Conduct initial meeting with Steering Committee (Trip 1 Night 1)</li> <li>9. Conduct up to 8 in-person stakeholder interviews (or up to 10 via telephone) (Trip 1 Day 2)</li> <li>10. Conduct initial meeting with City Council (to introduce project &amp; team) (Trip 1 Night 2)</li> </ol> |
| <b>Deliverables (provided during &amp; after trip)</b> | <ol style="list-style-type: none"> <li>1. Invites to the internal Basecamp site</li> <li>2. Written summaries of policy guidance and current regulations (to be provided during Task 2)</li> <li>3. Summary memo of stakeholder input organized by topic area (individual responses are kept confidential)</li> <li>4. Steering Committee Meeting 1 powerpoint</li> <li>5. City Council Meeting 1 powerpoint</li> <li>6. Summary trip notes from Trip 1</li> <li>7. Draft webpage mock up</li> <li>8. Project webpage launch (following City staff review, comment, and revision, as appropriate)</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Staff Responsibilities</b>                          | <ol style="list-style-type: none"> <li>1. Provide digital versions (in Microsoft Word format) of all ordinances intended for inclusion in the updated UDC, including recent and pending text amendments</li> <li>2. Provide shapefiles in ArcGIS of parcels, streets, zoning districts, and related information necessary for the updated zoning map</li> <li>3. Schedule and participate in project kick-off meetings</li> <li>4. Review and comment on proposed public engagement plan</li> <li>5. Participate in project branding discussion (concepts, colors, project name, etc.)</li> <li>6. Identify project stakeholders and schedule phone/in-person interviews (prior to visit by consulting team)</li> <li>7. Organize the Steering Committee; schedule and participate in Steering Committee Meeting 1</li> <li>8. Advertise and participate in Meeting 1 with City Council</li> <li>9. Review and comment on the draft project website</li> </ol>                                                                                            |
| <b>Number of Trip Days</b>                             | One two-day trip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## EXHIBIT A: SCOPE OF SERVICES

### TASK 2 – CODE DIAGNOSIS

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                         | <p>The Code Diagnosis is a thorough assessment of all the City's development regulations in light of the team's review and input collected during Task 1. The Code Diagnosis explores the gaps between the City's current regulations and its adopted policy guidance. It will also identify any inconsistencies between current regulations and State and federal law, court precedent, and modern best practice. It provides a series of recommendations for the updated UDC that are organized into key themes for improvement, including an analysis of how and in what ways the current regulations disproportionately impact on socio-economic group over another. It will also include detailed summary tables of current guidance and regulations as well as how these factors could potentially be amended in the updated UDC. This scope of work anticipates conducting "office hours" on Day 2. Office hours are blocks of time (typically up to 3-4 hours each) where members of the consulting team are available to meet with anyone who wishes to discuss the project and who schedules a prior appointment with City staff. The consulting team typically uses an empty office, conference room, or other local venue secured by City staff for conducting these meetings.</p> |
| <b>Activities Included</b>                             | <ol style="list-style-type: none"> <li>1. The project team will prepare an initial draft of the Code Diagnosis document for City staff review and comment</li> <li>2. CodeWright will initiate a teleconference to discuss staff comments following receipt of consolidated written comments from staff on the initial draft</li> <li>3. CodeWright will prepare a revised version of the Code Diagnosis in accordance with staff comments and post it on the project website</li> <li>4. Conduct Meeting 2 with the Steering Committee to overview the Code Diagnosis (Trip 2 Day 1)</li> <li>5. Conduct Public Forum 1 to overview the Code Diagnosis (Trip 2 Night 1)</li> <li>6. Zoning Map meeting with staff (Trip 2 Day 2)</li> <li>7. Office hours (Trip 2 Day 2)</li> <li>8. Conduct Meeting 2 with the City Council to overview the Code Assessment (Trip 2 Night 2)</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Deliverables (provided during &amp; after Trip)</b> | <ol style="list-style-type: none"> <li>1. Initial version of the Code Diagnosis</li> <li>2. Revised version of the Code Diagnosis</li> <li>3. Summary memorandum of Zoning Map discussion with City staff</li> <li>4. Steering Committee Meeting 2 powerpoint</li> <li>5. City Council Meeting 2 powerpoint</li> <li>6. Presentation for Public Forum 1</li> <li>7. Summary trip notes from Trip 2</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Staff Responsibilities</b>                          | <ol style="list-style-type: none"> <li>1. Review the initial draft of the Code Diagnosis and provide written, consolidated comments</li> <li>2. Participate in comment review session with CodeWright</li> <li>3. Organize and participate in Steering Committee Meeting 2</li> <li>4. Secure venue, advertise, and assist with Public Forum 1</li> <li>5. Advertise and participate in City Council Meeting 2</li> <li>6. Participate in Zoning Map discussion with consulting team</li> <li>7. Coordinate office hours space and schedule appointments as needed</li> <li>8. Provide follow-up comments, as necessary, on the Code Diagnosis</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b># of Trip Days</b>                                  | One two-day trip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## EXHIBIT A: SCOPE OF SERVICES

### TASK 3 – ANNOTATED OUTLINE

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|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                         | The Annotated Outline task involves the preparation of a detailed outline or "blueprint" for the new UDC based on the information collected in Tasks 1 and 2. The Outline proposes a document style set, numbering system, page layout, and organizational structure for the new regulations. It includes a proposed listing of each a chapter or article, a listing of each section within each chapter, and a short paragraph describing each section's content. It includes notes on appendices, footnotes, and other annotations about key recommendations, the rationale for suggested changes, and details about questions that still need to be considered. Along with the Outline, the Consulting team will also prepare a preliminary version of an updated Zoning Map.                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Activities Included</b>                             | <ol style="list-style-type: none"> <li>1. The project team will prepare an initial draft of the Annotated Outline document for City staff review and comment</li> <li>2. CodeWright will initiate a teleconference to discuss staff comments following receipt of consolidated written comments from staff on the initial draft</li> <li>3. CodeWright will prepare a revised version of the Annotated Outline in accordance with staff comments and post it on the project website</li> <li>4. CodeWright will prepare a preliminary version of the Zoning Map showing potential changes in district designations (including overlays)</li> <li>5. Conduct a day-long meeting with City staff to review the Annotated Outline and draft Zoning Map (Trip 3 Day 1)</li> <li>6. Conduct Meeting 3 with the Steering Committee to overview the Annotated Outline (Trip 3 Night 1)</li> <li>7. Conduct Public Forum 2 to overview the Annotated Outline and Zoning Map (Trip 3, Day 2 and Night 2)</li> <li>8. Office hours (Trip 3 Day 3)</li> <li>9. Conduct Meeting 3 with the City Council to overview the input collected during Trip 3 (Trip 3 Night 3)</li> </ol> |
| <b>Deliverables (provided during &amp; after Trip)</b> | <ol style="list-style-type: none"> <li>1. Initial version of the Annotated Outline</li> <li>2. Revised version of the Annotated Outline</li> <li>3. Preliminary version of the Zoning Map</li> <li>4. Steering Committee Meeting 3 powerpoint</li> <li>5. City Council Meeting 3 powerpoint</li> <li>6. Presentation for Public Forum 2</li> <li>7. Summary trip notes from Trip 3</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Staff Responsibilities</b>                          | <ol style="list-style-type: none"> <li>1. Review the initial draft of the Annotated Outline and provide written, consolidated comments</li> <li>2. Participate in Outline and Map review session with CodeWright</li> <li>3. Organize and participate in Steering Committee Meeting 3</li> <li>4. Secure venue, advertise, and assist with Public Forum 2</li> <li>5. Advertise and participate in City Council Meeting 3</li> <li>6. Coordinate office hours space and schedule appointments as needed</li> <li>7. Provide follow-up comments, as necessary, on the Annotated Outline</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b># of Trip Days</b>                                  | One three-day trip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## EXHIBIT A: SCOPE OF SERVICES

### TASK 4 - INITIAL DRAFT OF TEXT & MAP

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|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                         | <p>Task 4, Initial Draft of the Text and Map, includes preparation of the first version of the updated UDC and a second draft of the new Zoning Map, developed based on the input collected in Tasks 1-3. The consulting team will prepare an initial draft of the UDC text in two modules or "chunks" of chapters (likely the districts, uses, and standards in the first part, and the procedures, definitions, and administrative materials in the second). The team will also develop a second version of the new Zoning Map, based on the input collected in prior tasks. The purpose for Task 4 is to get initial reactions from staff, the Steering Committee, and the public on the initial draft materials.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Activities Included</b>                             | <ol style="list-style-type: none"> <li>1. The consulting team will prepare Module 1 of the UDC (including related illustrations) and forward to City staff for review and comment</li> <li>2. While the staff is reviewing Module 1, the consulting team will prepare the initial draft version of Module 2 of the UDC and forward it to City staff for review and comment</li> <li>3. The consulting team will prepare the second draft version of the Zoning Map while Module 2 is being drafted</li> <li>4. CodeWright will initiate a teleconference to discuss staff comments on each module and the map following receipt of written consolidated comments</li> <li>5. CodeWright will prepare the Initial Draft versions of the UDC text and the Zoning Map in accordance with staff comments and post them on the project website</li> <li>6. Conduct Meeting 4 with the Steering Committee (likely a 3-hour meeting) to overview the Initial Draft of the UDC (Trip 4 Day 1)</li> <li>7. Conduct Meeting 5 with the Steering Committee (likely a 2-hour meeting) to cover any lingering questions on the UDC and overview the draft Zoning Map (Trip 4 Night 1)</li> <li>8. Office hours (Trip 4 Day 2)</li> <li>9. Conduct Public Forum 3 (likely a day-long event) for landowners to review the Zoning Map and draft UDC (Trip 4 Day 2 &amp; Night 2)</li> </ol> |
| <b>Deliverables (provided during &amp; after Trip)</b> | <ol style="list-style-type: none"> <li>1. Initial Draft UDC in two portions</li> <li>2. Revised version of the UDC (as a single document)</li> <li>3. Second draft version of Zoning Map</li> <li>4. Powerpoints for Steering Committee Meetings 4 and 5</li> <li>5. Summary trip notes from Trip 4</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Staff Responsibilities</b>                          | <ol style="list-style-type: none"> <li>1. Review the initial draft Modules of the UDC and provide comments</li> <li>2. Review the initial draft Zoning Map and provide comments</li> <li>3. Participate in comment review session with CodeWright</li> <li>4. Organize, schedule, and participate in Steering Committee Meetings 4 and 5 to review the initial draft LUO and Zoning Map</li> <li>5. Coordinate office hours space and schedule appointments as needed</li> <li>6. Secure venue, advertise, and assist with Public Forum 3 (this may require some additional assistance from City staff if the Zoning Map portion of the forum includes more than one map 'station' for people to review maps)</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Number of Trip Days</b>                             | One two-day trip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

**EXHIBIT A: SCOPE OF SERVICES**

**TASK 5 – REVISED DRAFT OF TEXT & MAP**

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                         | <p>Task 5, Revised Draft of the Text and Map, include the revisions to the initial draft versions of the UDC and Zoning Map based on the comments collected in Task 4. The consulting team will assemble comments collected during Task 4 and overview them with City staff before revising the initial draft material. The purpose for Task 5 is to revise the draft UDC and Zoning Map in accordance with the input collected as part of the iterative process of development new development regulations.</p>                                                                                                                                                                                                                                                                                                                                   |
| <b>Activities Included</b>                             | <ol style="list-style-type: none"> <li>1. The consulting team will conduct a teleconference with City staff to review comments on the initial draft UDC and Zoning Map collected during Task 4</li> <li>2. CodeWright will prepare a revised version of the UDC (as a single document)</li> <li>3. The consulting team will prepare the third revised version of the Zoning Map</li> <li>4. Following completion, revised draft versions of the UDC and the Zoning Map will be posted on the project website</li> <li>5. Office hours (Trip 5 Day 1)</li> <li>6. Conduct Meeting 6 with the Steering Committee on the revised UDC and the Zoning Map third draft (Trip 5 Night 1)</li> <li>7. Conduct Public Forum 4 (likely a day-long event) for landowners to review the revised Zoning Map and draft UDC (Trip 5 Day &amp; Night 2)</li> </ol> |
| <b>Deliverables (provided during &amp; after Trip)</b> | <ol style="list-style-type: none"> <li>1. Revised version of the UDC (as a single document)</li> <li>2. Revised draft version of Zoning Map (3<sup>rd</sup> draft)</li> <li>3. Powerpoint for Steering Committee Meeting 6</li> <li>4. Summary notes from Trip 5</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Staff Responsibilities</b>                          | <ol style="list-style-type: none"> <li>1. Participate in comment review session with CodeWright</li> <li>2. Coordinate and participate in Steering Committee Meeting 6 to review the revised draft LUO and Zoning Map</li> <li>3. Secure venue, advertise, and assist with Public Forum 4</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Number of Trip Days by Contractor</b>               | <p>One two-day trip</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## EXHIBIT A: SCOPE OF SERVICES

### TASK 6 - ADOPTION

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                         | Task 6, Adoption, involves the creation of an adoption-ready version of the UDC document and the Official Zoning Map for the official adoption process. The process involves two meetings – one with the Planning Board (a public meeting) and one with the City Council (a legislative public hearing).                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Activities Included</b>                             | <ol style="list-style-type: none"> <li>1. Revisions to the draft UDC and Zoning Map to address any remaining comments, insert any remaining illustrations, prepare appendices, and ensure the document text and Zoning Map are in adoption-ready form</li> <li>2. A public meeting with the Planning Board to overview the UDC and Zoning Map - the objective of this meeting is to garner a recommendation and statement of consistency from the Planning Board (Trip 6)</li> <li>3. Preparation of a Planning Board meeting summary detailing suggested revisions resulting from the meeting</li> <li>4. Conduct a public hearing with the City Council in order to adopt the text document and Zoning Map, as amended (Trip 7)</li> </ol> |
| <b>Deliverables (provided during &amp; after Trip)</b> | <ol style="list-style-type: none"> <li>1. Pre-adoption version of the Draft UDC text and Zoning Map</li> <li>2. Meeting summary and revised UDC text and Zoning Map from Planning Board consideration</li> <li>3. Powerpoint presentations from Planning Board and City Council presentations</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Staff Responsibilities</b>                          | <ol style="list-style-type: none"> <li>1. Review and comment on pre-adoption revised versions of UDC text and Zoning Map</li> <li>2. Advertise, coordinate, and participate in Planning Board meeting</li> <li>3. Advertise, coordinate, and participate in public hearing with City Council</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Number of Trip Days by Contractor</b>               | Two half-day trips                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## EXHIBIT A: SCOPE OF SERVICES

### TASK 7 - DELIVERY

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                        | Task 7, Delivery, involves delivery of the final digital versions of the UDC and the Official Zoning Map.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Activities Included</b>                            | <ol style="list-style-type: none"> <li>1. CodeWright will deliver a digital version of the UDC prepared in Microsoft Word 10, MS Office 365, or other current version</li> <li>2. CodeWright will deliver a digital version of the UDC in .pdf format suitable for placing on the City's webpage (the pdf document includes all the dynamic aspects of the Microsoft Word version, and is searchable). The Microsoft Word version of the document may be easily translated into the dynamic pdf format using the basic Adobe Acrobat software</li> <li>3. CodeWright will deliver digital versions of all graphics and illustrations in the UDC in .jpeg and native (Photoshop, Illustrator, Sketchup formats)</li> <li>4. CodeWright will deliver a package of digital ArcGIS shapefiles for the adopted Zoning Map</li> <li>5. CodeWright will conduct a training session with City staff regarding maintenance and revision of the ordinance text. Emphasis will be placed on tracking changes, inserting text, updating dynamic features, and conversion of Word files to dynamic .pdf files.</li> </ol> |
| <b>Deliverables</b><br>(provided during & after Trip) | <ol style="list-style-type: none"> <li>1. Digital version of Unified Development Code (in Microsoft Word and .pdf formats)</li> <li>2. Digital versions of Unified Development Code illustrations (in .jpeg and native formats)</li> <li>3. Digital versions of the ArcGIS shapefiles for the Zoning Map</li> <li>4. Microsoft Windows versions of all fonts used in the ordinance text and illustrations</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Staff Responsibilities</b>                         | <ol style="list-style-type: none"> <li>1. Receive documents</li> <li>2. Schedule and coordinate training session for document maintenance</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b># of Trip Days by Contractor</b>                   | One half-day trip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

## EXHIBIT B: PROPOSED SCHEDULE

The following table sets out the proposed schedule for the UDC update project. The date of full execution of this Agreement by the Client and the Contractor shall be considered as “day 1” of the project schedule. This scope of services anticipates an execution date before June 1, 2024, and anticipates a total time period of 18 months, or until the end of December 2025.

This schedule is included as a general guideline, but all parties to this Agreement recognize that the schedule is aspirational, and conditions may require deviation due to unforeseen circumstances (including, but not limited to: inclement weather, illness, pandemics, Acts of God, scheduling conflicts, or shifting priorities on the part of the Client). In the event the timing depicted in this schedule changes by more than 90 calendar days at any point during completion of Tasks 1 through 6, the Agreement may be amended to replace Exhibit B with a new schedule agreed upon by both parties.

| <b>TASK</b>  | <b>DESCRIPTION</b>                     | <b>START<br/>(MO/YR)</b> | <b>FINISH<br/>(MO/YR)</b> | <b>DURATION<br/>(MONTHS)</b> |
|--------------|----------------------------------------|--------------------------|---------------------------|------------------------------|
|              | Contract Execution                     |                          |                           | Estimated June 1,<br>2024    |
| 1            | <b>Project Initiation</b>              | 6/24                     | 7/24                      | 2                            |
| 2            | <b>Code Diagnosis</b>                  | 8/24                     | 9/24                      | 2                            |
| 3            | <b>Annotated Outline</b>               | 10/24                    | 11/24                     | 2                            |
| 4            | <b>Initial Draft of Text &amp; Map</b> | 12/24                    | 5/25                      | 6                            |
| 5            | <b>Revised Draft of Text &amp; Map</b> | 6/25                     | 8/25                      | 2                            |
| 6            | <b>Adoption</b>                        | 9/25                     | 11/25                     | 3                            |
| 7            | <b>Delivery</b>                        | 12/25                    | 12/25                     | 1                            |
| <b>TOTAL</b> |                                        |                          |                           | <b>18</b>                    |

**EXHIBIT C: COMPENSATION SCHEDULE**

This Exhibit C sets out a proposed budget for the scope of services identified in Exhibit A. The base budget figure listed here is a not-to-exceed figure of \$148,500. Each task includes an individual task balance, though there are some aspects of the project that are billed as a flat fee. CodeWright does not charge for travel and tasks are only billed following completion. The 40 hours of post-adoption pro bono service from CodeWright is not billed.

| <b>TASK</b>                                  | <b>AMOUNT</b>    |        |
|----------------------------------------------|------------------|--------|
| Task 1 Project Initiation                    | \$13,250         |        |
| Task 2 Code Diagnosis                        | \$17,625         |        |
| Task 3 Annotated Outline                     | \$13,950         |        |
| Task 4 Initial Draft of Text & Map           | \$61,425         |        |
| Task 5 Revised Draft of Text & Map           | \$22,885         |        |
| Task 6 Adoption                              | \$5,025          |        |
| Task 7 Delivery                              | \$7,590          | - 2420 |
| Graphics (Payable upon completion of Task 5) | \$7,590          | - 2420 |
| Webpage (Payable upon completion of Task 1)  | \$4,000          |        |
| <b>TOTAL</b>                                 | <b>\$143,510</b> |        |

With the exception of the webpage each task is billed only after completion.

153,340

△ = 4,840

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Sherisha Hills, Assistant City Manager  
**DATE:** 3/27/2026 8:13 AM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Considering approving the lease agreement with the Boys and Girls Club of Piedmont.**

---

### **1. Summary of Information:**

The City of Statesville recently agreed into a contract with the Boys and Girls Club to purchase their current facility. This leaves them without a facility to continue their programs. The Bentley Center is located in the same vicinity and meets the required needs to continue their after school and summer programs.

### **2. Previous Council or Relevant Actions:**

On March 16, Council approved the purchase of the Boys and Girls Club of Piedmont (BGCP) which in turn leaves the BCGP without a location to continue their programs.

### **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:** Expand access to enriching cultural, recreational, and open space amenities.

**Strategic Plan Values:** N/A

By allowing the Boys and Girls Club to lease the Bentley Center, we are adding additional programming opportunities for the youth in the community.

### **4. Budget/Funding Implications:**

The Boys and Girls Club will be paying \$1.00 per year.

### **5. Consequences for Not Acting:**

The Boys and Girls will not have a facility to operate their programs and as a result their will be no afterschool and summer camp program for hundreds of kids in the community.

### **6. Department Recommendation:**

We recommend approving the lease.

### **7. Manager Comments:**

I recommend approving this lease, effective upon the closing date of the Cochran Street facility

purchase.

**8. Next Steps:**

Once the lease is approved, we will continue to work with the Boys and Girls Club on a transition plan.

**9. Attachments:**

1. Lease Agreement

NORTH CAROLINA )  
 )  
IREDELL COUNTY )

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF STATESVILLE, a North Carolina municipal corporation, hereinafter called “The Lessor”; and the BOYS & GIRLS CLUBS OF THE PIEDMONT, INC., a North Carolina non-profit corporation, hereinafter called “The Lessee”, both of Iredell County, North Carolina;

**WITNESSETH**

Subject to the terms and conditions set forth herein, the Lessor does hereby: let and lease unto the Lessee for the purposes hereinafter set forth one tract of land known as the “Ralph L. Bentley Community Center” situated in Statesville, Iredell County, North Carolina, at 1410 3<sup>rd</sup> St. and more particularly described in Book 902, Page 1998 of the Iredell County Registry, but excluding all outdoor facilities, such as the splash pad and playground, located on the Property (“Bentley Center Building”)

The Terms and Conditions of this Lease are as follows:

1. **Term.** The term of this Lease is for 5 years, to commence on \_\_\_\_\_, 2026 and to end on \_\_\_\_\_, 2031. This Lease may be renewed for two (2) additional five-year terms with approval of the Statesville City Council.

2. **Payment.** The rental amount to be paid shall be One Dollar (\$1.00) per year, to be made on the first day of \_\_\_\_\_ each year to the City of Statesville, Post Office Box 1111, Statesville, North Carolina 28687.

3. **Special Conditions.**

A. This Lease shall give the Lessee the limited right to use the Bentley Center for the purpose of operating the programming of the Boy’s and Girl’s Club of the Piedmont as an after-school program during the hours of \_\_\_\_\_ through \_\_\_\_\_, Monday through Friday, of the school year and as a summer camp program during the hours of \_\_\_\_\_ through \_\_\_\_\_, Monday through Friday during the summer break as it has been established each year by the Iredell Statesville School Board. It shall also have a right to maintain office space and conduct meetings of the Boys and Girls Club outside of the youth programming hours.

B. The Lessee’s right to use and possession of the Bentley Center shall **not** be exclusive, even during the hours of their programming set forth herein. Lessor and the public shall have the continued right to use of the Bentley Center. However, any use by the public during the times allotted to the programming of the Lessee shall be subject to

the rules and regulations of the Lessee's programming.

C. The Lessee shall coordinate with Lessor in developing both its after-school programming and summer programming, including communicating with Lessor the dates and times of its' programming, the substance of what will be included within the programming, and the rules and regulations of the programming.

D. Lessee agrees to comply with all of Lessor's rules, regulations, and ordinances related to the use of either the Bentley Center. Lessee acknowledges that these rules and regulations may from time to time be amended without notice.

E. Either party may terminate this Lease Agreement with thirty (30) days written notice without cause.

4. Maintenance, Upkeep, and Cleanliness. The Parties shall be responsible for the maintenance, upkeep, and cleanliness of the Bentley Center as follows:

A. Lessor agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the building at the Bentley Center. However, if any repair is due to the negligence or intentional wrongful acts of the Lessee, its employees, agents, invitees or contractors, the Lessee shall be solely responsible for promptly making the repair. Lessee shall promptly report to Lessor in writing any defective condition known to it which Lessor is required to repair or replace and failure to report such conditions shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such conditions.

B. The Lessee shall be responsible for securing all doors at the Bentley Center each evening.

C. The Lessee shall be responsible for maintaining any areas within either of the Properties that it occupies in a clean and neat condition, free from any trash. Lessee shall also be responsible for the prompt repair of any damage to either the real or personal property at the Bentley Center, which is owned by the Lessor. Any damages to the Bentley Center, or Lessor owned personal property within, shall be reported immediately to the Lessor in writing. The Lessee shall ensure that the lights and water are cut off each night.

D. Lessee shall not cause any waste to occur in the Bentley Center and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the property.

5. Utility Bills/Service Contracts. The Parties agree as follows:

A. The Lessee shall be responsible each month for the utility bill for the service of

electricity, water, sewer, and trash to the Bentley Center. The Lessor shall be responsible each month for the utility bill for the service of water and sewer related to the Splash Pad at the Bentley Center.

6. Non-profit, 501(c)(3) Warranty. The Lessee warrants that it is a non-profit corporation as it is defined and recognized by Internal Revenue Code 501(c)(3) in good standing. As a non-profit corporation the purpose and intention of the Lessee is to provide youth programs and/or events for the community. If at any point during the term, or extended terms, of this Agreement the Lessee loses its recognition as a 501(c)(3) corporation, or ceases operations for the purposes set forth herein, then Lessee must notify the Lessor, and this Agreement shall terminate immediately.
7. Personal Property of the Lessee. The Lessee shall be given access to a storage room within the Bentley Center to store its' personal property. The Lessee shall be solely responsible for securing any personal property. Any personal property left unsecured by the Lessee shall be at the sole risk of the Lessee. Lessee hereby releases Lessor from liability arising from or in connection with the loss of any personal property of the Lessee absent a showing that Lessor was directly responsible for such loss.
8. Assignment of Lease. This Lease Agreement shall not be assigned by the Lessee.
9. Acceptance of Leased Premises. The Lessee accepts the leased premises in its existing condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition of the leased premises.
10. Morals Clause. The Lessee shall not allow any offensive or unlawful activities or acts of moral turpitude to occur on the leased premises. The Lessee shall be given a five-day period to cure any breach of this condition to the satisfaction of the Lessor, upon written notice of the Lessor.
11. Hold Harmless Clause. Lessee shall keep, save, and forever hold harmless Lessor from any liability of any kind for any personal injury or property damages arising from or out of the use or occupancy of the leased premises. Lessee shall indemnify and defend Lessor and the leased premises, at Lessee's expense, against all claims, expenses, and liabilities, including attorney fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of the use or occupancy of the leased premises by the Lessee.
12. Insurance. At all times during the term of the Lease, the Lessee shall keep in effect commercial insurance, through an insurance company approved by the Lessor, insuring the Lessee and naming the Lessor as an additional insured, against public liability, property damage, and personal injury in the amount of no less than One Million Dollars (\$1,000,000.00) combined single limit, per occurrence.
13. Rights of Inspection. The Lessor shall have the unqualified right to make routine inspections of the leased premises to ensure compliance with this Agreement.
14. Signage.

A. The Property shall continue to be named as the Bentley Center. However, Lessee shall be permitted to place a sign on the leased premises of the Bentley Center subject to written approval of the sign from the Lessor, which shall not be unreasonably withheld.

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15. Failure to Perform. If the Lessee fails to perform any of its obligations pursuant to the terms of this agreement, the Lessor may, after five (5) days written notice to the Lessee, declare this Lease terminated and may immediately take back possession of the leased premises, including all improvements made to the leased premises by the Lessee.

16. Attorney's Fees. Should any legal action become necessary by the Lessor to enforce any provisions of this agreement, the Lessor shall be entitled to recover from the Lessee all reasonable attorneys' fees incurred.

17. Modifications or Amendments. The terms of this Lease may not be modified or amended except by written agreement duly executed by the parties.

18. Entire Agreement. The written document contains the entire agreement of the parties. There are no oral understandings, terms or conditions between the parties not contained herein. Neither party has relied upon any representations, express or implied, not contained herein, and all prior discussions and understandings between the parties are deemed merged into this written agreement.

19. Alterations. Lessee shall not make any alterations, additions, or improvements to the Bentley Center without the Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by the Lessor, free of any liens or encumbrances. Lessee has no authority to allow, will not permit, and will indemnify Lessor and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Cochran Bentley Center in connection with any alterations, additions, or improvements to the building.

20. Surrendering the Lease. Lessee shall schedule its move date with Lessor, in writing, in advance of the expiration or earlier termination of this Lease. Lessee agrees to return the Bentley Center to Lessor at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Lessee, Lessor may require Lessee to

remove any alterations, additions or improvements at the expiration or earlier termination of this Lease and restore the building to its prior condition as of the Lease Commencement Date, all at Lessee's expense. All alterations, additions and improvements which Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the termination of this Leases, except that Lessee may remove any of Lessee's personal property or trade fixtures which can be removed without material damage to the building. Lessee shall repair, at Lessee's expense, any damage to the buildings caused by the removal of any such personal property or trade fixtures.

21. Authority. The youth programming services offered by the Lessee are a needed public benefit. The Lessor and Lessee enter into this Lease Agreement pursuant to N.C.Gen.Stat. § 160A-272 and N.C.Gen.Stat. § 160A-279.

22. Notices. All notices required herein shall be given by Certified mail, Return Receipt Requested, to the following addresses:

A. Lessor: City of Statesville  
Attention: City Manager, Ron Smith  
301 South Center Street  
Statesville, NC 28677

B. Lessee: Boys and Girls Clubs of the Piedmont

**IN WITNESS WHEREOF** the Parties to this Agreement have set their hands and seals to this document, by authority duly given, as of the day and year first written above.

**LESSOR: THE CITY OF STATESVILLE**

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

Doug Hendrix, Mayor

ATTEST/SEAL:

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

Emily Kurfees, City Clerk

NORTH CAROLINA – IREDELL COUNTY

Before me, \_\_\_\_\_, a Notary Public of the County and State aforesaid, I certify that Emily Kurfees personally came before me this day and acknowledged that she is the Clerk of the City of Statesville, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council, the foregoing instrument was signed in its name by its Mayor Doug Hendrix. Sealed with its corporate seal and attested to by her as the City Clerk.

WITNESS my hand and official stamp or seal, this is the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Notary Public

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

SEAL:

**LESSEE:**

**BOYS & GIRLS CLUB OF THE PIEDMONT, INC.**

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

Donna Collins, Chair

NORTH CAROLINA – IREDELL COUNTY

Before me, as a Notary Public of the County and State aforesaid, I certify that Donna Collins personally came before me this day and acknowledged that she is the Chair of the Boys & Girls Club of the Piedmont, Inc., a North Carolina corporation, and acknowledged on behalf of said corporation, the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this is the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Notary Public

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

SEAL:

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager

**FROM:** W. Vaughan, DPA, PE

**DATE:** 3/31/2026 8:15 AM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Consider approving the NCDOT Project U-5964 (Five Points Roundabout) Municipal Utilities Agreement.**

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### **1. Summary of Information:**

NCDOT rules provide for cost sharing of utilities between the state and municipalities when the relocations are incidental to the transportation project. Apportionment rules determine the cost share and are related to parameters such as to when the utility was initially constructed relevant to the public roadway. A municipal agreement outlines the associated responsibilities of each party regarding the utility relocation.

### **2. Previous Council or Relevant Actions:**

None.

### **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:** N/A

**Strategic Plan Values:** We value Engagement.

### **4. Budget/Funding Implications:**

City cost share identified as \$136,730.29.

### **5. Consequences for Not Acting:**

Possible project construction delay due to inadequate funding.

### **6. Department Recommendation:**

Council authorize the City Manager to execute the Municipal Agreement for NC DOT Project U-5964 and staff program and budget the associated city cost share.

### **7. Manager Comments:**

I concur with the department recommendation.

### **8. Next Steps:**

1. City Manager execute the NC DOT Project U-5964 Municipal Agreement.

2. Staff program and budget the associated cost share.

**9. Attachments:**

1. U-5964 UC Estimate-1120
2. U-5964\_UT-PermitSet-Signed
3. Statesville-U-5964-Utility Municipality Agreement

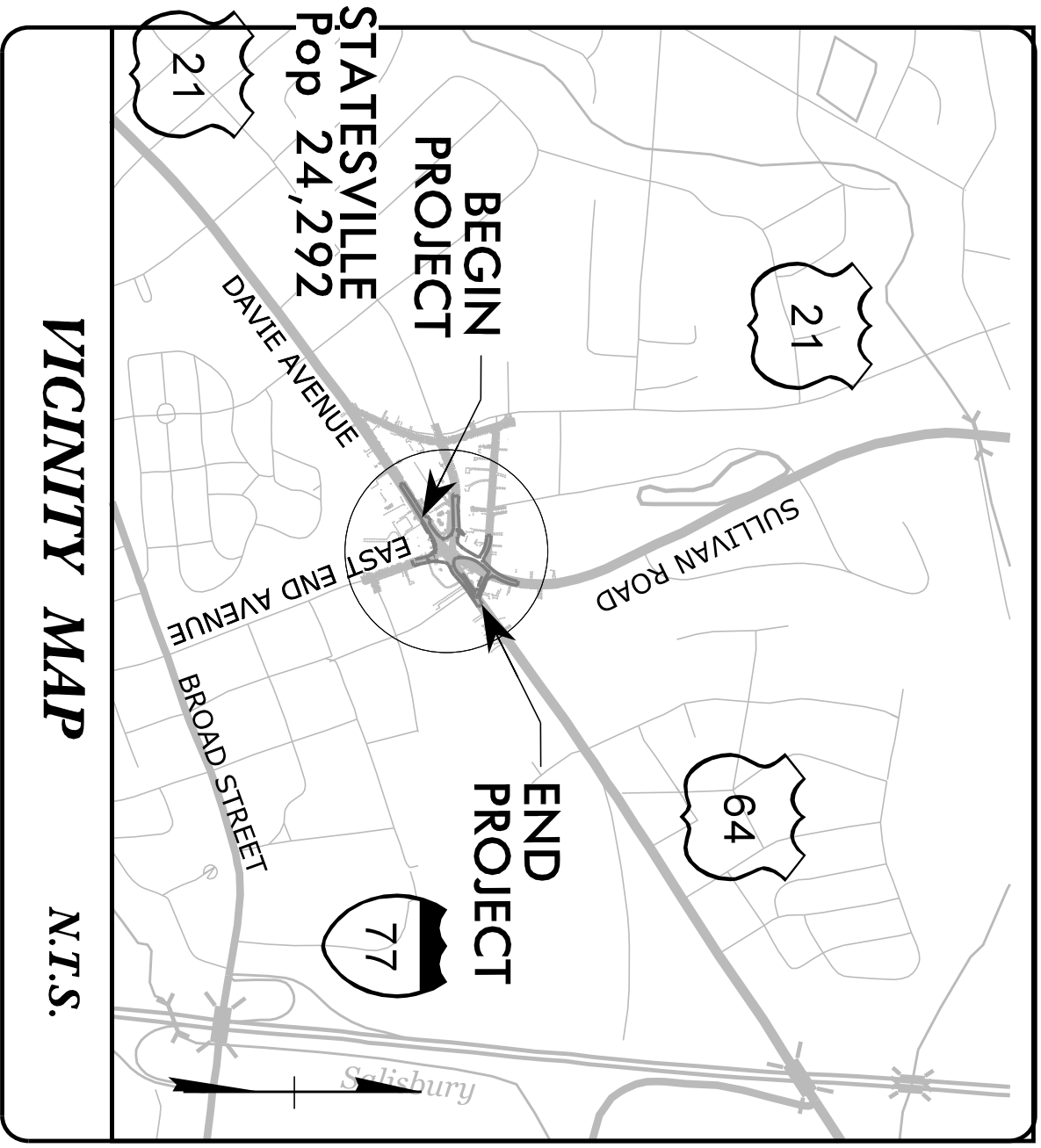
CITY: Statesville  
 COUNTY: Iredell  
 ROUTE:  
 LOCATION: Intersection of US 64 (Davie Ave), US 21 (Sullivan Rd), Stockton Street, and East End Ave  
 LENGTH: (Roundabout intersection construction)  
 DESCRIPTION: Utility Construction

Prepared By: Kimley-Horn & Associates  
 Date: November 20, 2025  
 Project: U-5964

**EXHIBIT B**

| Line Item    | Spec Section | Pay Item                 | Quantity | Unit | Price        | Statesville Cost     | NCDOT Cost           |
|--------------|--------------|--------------------------|----------|------|--------------|----------------------|----------------------|
| 1            | 1510         | 6" WATER LINE            | 736      | LF   | \$ 150.00    | \$ 27,600.00         | \$ 82,800.00         |
| 2            | 1510         | DI H2O PIPE FITTINGS     | 6520     | LBS  | \$ 11.92     | \$ 19,436.51         | \$ 58,309.53         |
| 3            | 1515         | RECONNECT WATER METER    | 2        | EA   | \$ 2,335.66  | \$ 1,167.83          | \$ 3,503.49          |
| 4            | 1510         | 12" WATER LINE           | 905      | LF   | \$ 200.00    | \$ 45,250.00         | \$ 135,750.00        |
| 5            | 1515         | RELOCATE WATER METER     | 7        | EA   | \$ 1,800.00  | \$ 3,150.00          | \$ 9,450.00          |
| 6            | 1515         | 6" VALVE                 | 1        | EA   | \$ 3,500.00  | \$ 875.00            | \$ 2,625.00          |
| 7            | 1515         | 12" VALVE                | 1        | EA   | \$ 7,500.00  | \$ 1,875.00          | \$ 5,625.00          |
| 8            | 1530         | ABANDON 6" UTILITY PIPE  | 915      | LF   | \$ 15.00     | \$ 3,431.25          | \$ 10,293.75         |
| 9            | 1530         | ABANDON 12" UTILITY PIPE | 1091     | LF   | \$ 20.42     | \$ 5,569.70          | \$ 16,709.10         |
| 10           | 1515         | 6" LINE STOP             | 2        | EA   | \$ 11,500.00 | \$ 5,750.00          | \$ 17,250.00         |
| 11           | 1515         | 12" LINE STOP            | 3        | EA   | \$ 15,000.00 | \$ 11,250.00         | \$ 33,750.00         |
|              | 1530         | 12" ENCASEMENT PIPE      | 112      | LF   | \$ 200.00    | \$ 5,600.00          | \$ 16,800.00         |
|              | 1530         | 24" ENCASEMENT PIPE      | 77       | LF   | \$ 300.00    | \$ 5,775.00          | \$ 17,325.00         |
| <b>Total</b> |              |                          |          |      |              | <b>\$ 136,730.29</b> | <b>\$ 410,190.87</b> |

# TIP PROJECT: U-5964



UC PLANS

STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

# IREDELL COUNTY

INTERSECTION OF US 64 (DAVIE AVENUE), US 21 (SULLIVAN ROAD),  
STOCKTON STREET, AND EAST END AVENUE

TYPE OF WORK: UTILITY CONSTRUCTION

|            |           |
|------------|-----------|
| T.I.P. NO. | SHEET NO. |
| U-5964     | UC-1      |

**NCDOT CONTACT:**  
BRYAN K. SOWELL, P.E.  
NCDOT - DIVISION 12  
1710 E. MARION STREET  
SHELBY, NC 28151-0047

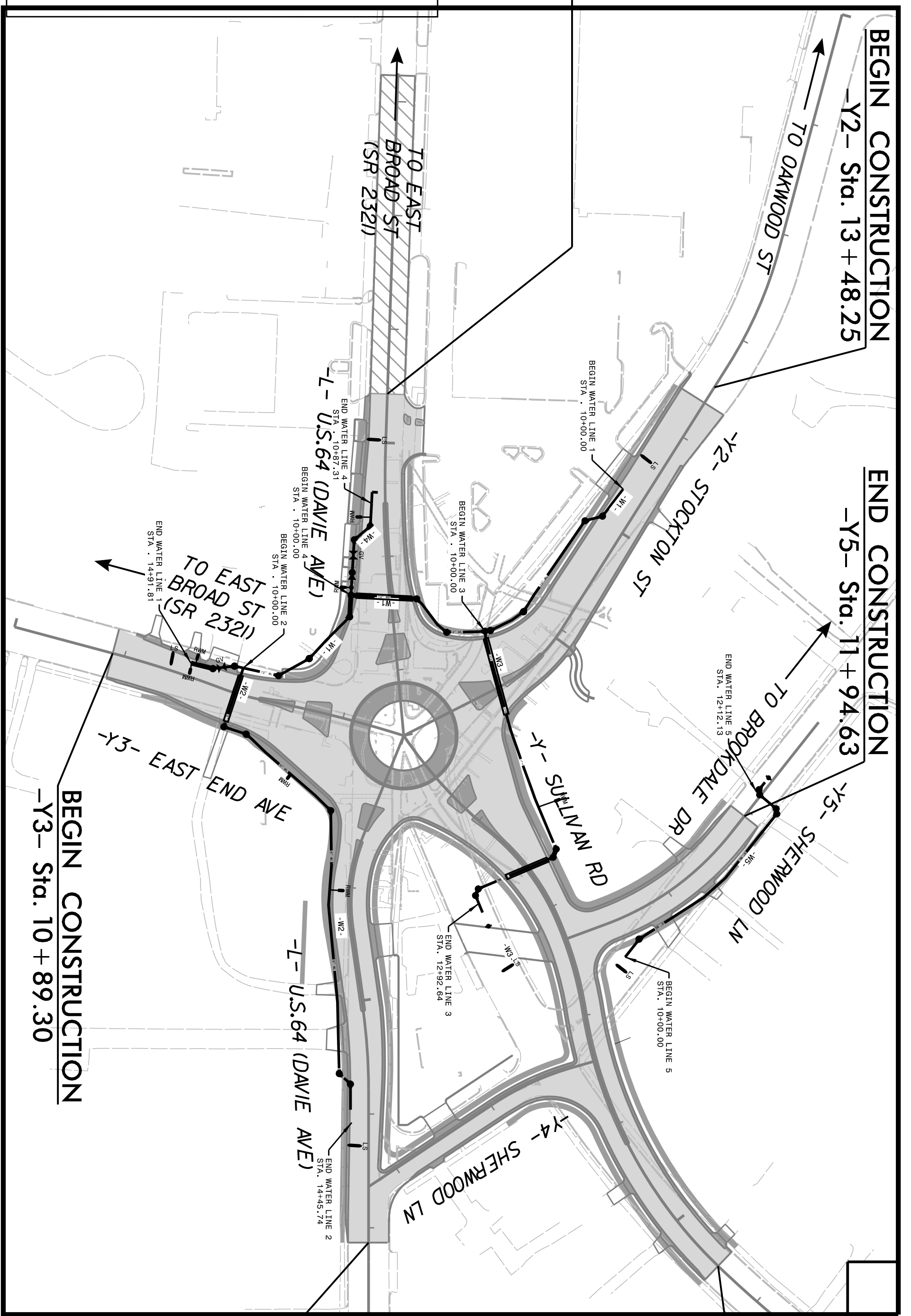
**BEGIN TIP PROJECT U-5964**  
-L- Sta. 9 + 57.00

**OWNER:**  
BRYAN K. SOWELL, P.E.  
(980) 552-4221  
BKSOWELL@NCDOT.GOV

**PROJECT ENGINEER:**  
SOPHIA JOHNSTON, P.E.  
(704) 533-8901  
SOPHIA.JOHNSTON@KIMLEY-HORN.COM  
200 SOUTH TRYON STREET, SUITE 200  
CHARLOTTE, NORTH CAROLINA 28202

**CITY OF STATESVILLE  
PUBLIC UTILITIES  
DEPARTMENT:**  
WILLIAM E. VAUGHAN, DPA, P.E.  
(704) 761-2383  
WVAUGHAN@STATESVILLENC.NET

**CONTACT INFORMATION**  
BRYAN K. SOWELL, P.E.  
(980) 552-4221  
BKSOWELL@NCDOT.GOV

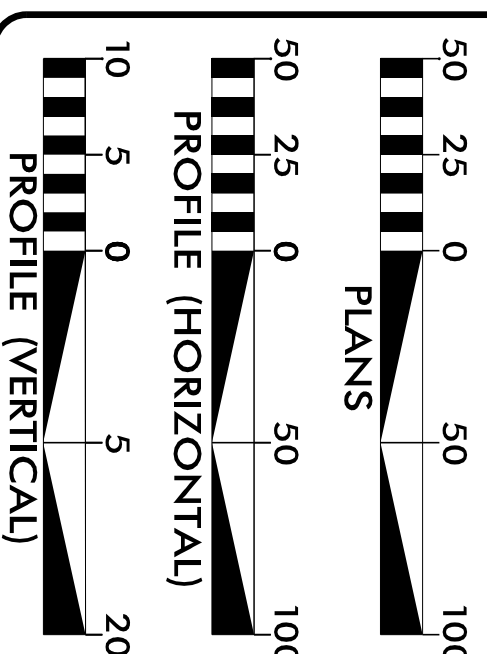


**END CONSTRUCTION**  
-Y- Sta. 15 + 53.80

**END TIP PROJECT U-5964**  
-L- Sta. 17 + 13.00

DOCUMENT NOT CONSIDERED FINAL  
UNTIL ALL SIGNATURES ARE COMPLETED

**GRAPHIC SCALES**



**INDEX OF SHEETS**

| SHEET NO.        | DESCRIPTION:                |
|------------------|-----------------------------|
| UC-1             | TITLE SHEET                 |
| UC-2             | UTILITY SYMBOLOLOGY         |
| UC-3             | UTILITY NOTES               |
| UC-3A THRU UC-3C | UTILITY DETAILS             |
| UC-4             | UTILITY CONSTRUCTION SHEETS |
| UC-5             | UTILITY PROFILE SHEETS      |

**WATER AND SEWER OWNERS ON PROJECT**

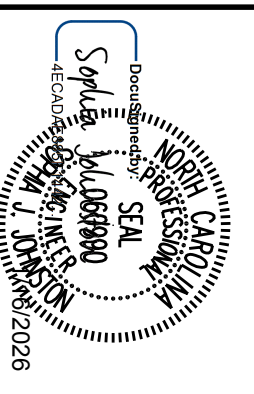
- (1) WATER - CITY OF STATESVILLE
- (2) SANITARY SEWER - CITY OF STATESVILLE

**Kimley»Horn**

PREPARED IN THE OFFICE OF  
NO LICENSE #2402  
PROJECT SITE 892  
CHARLOTTE, NORTH CAROLINA 28202  
PHONE: (704) 383-5131

MATTHEW SHOESMITH, P.E. CONSULTANT CONTACT #1  
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SEAL



**DIVISION OF HIGHWAYS  
UTILITIES UNIT**  
1555 MAIL SERVICES CENTER  
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**WESTERN UTILITIES MANAGER**  
Stephen G. Sealy

**REGIONAL UTILITIES ENGINEER**  
Donald E. Hampton

**SENIOR UTILITIES ENGINEER**  
Tom-Tae Yoon, P.E.

**UTILITIES AREA COORDINATOR**  
Steve C. Trexler

STATE OF NORTH CAROLINA  
DIVISION OF HIGHWAYS

# UTILITIES PLAN SHEET SYMBOLS

## PROPOSED WATER SYMBOLS

|                                       |        |
|---------------------------------------|--------|
| Water Line (Sized as Shown) .....     | 12" W  |
| 11¼ Degree Bend .....                 | 1+4    |
| 22½ Degree Bend .....                 | 1+4    |
| 45 Degree Bend .....                  | 1+4    |
| 90 Degree Bend .....                  | 1+4    |
| Plug .....                            | 1      |
| Tee .....                             | 1+     |
| Cross .....                           | 1+     |
| Reducer .....                         | 1+     |
| Gate Valve .....                      | GV     |
| Butterfly Valve .....                 | BV     |
| Tapping Valve .....                   | TV     |
| Line Stop .....                       | LS     |
| Line Stop with Bypass .....           | LS/BP  |
| Blow Off .....                        | BO     |
| Fire Hydrant .....                    | FH     |
| Relocate Fire Hydrant .....           | REH    |
| Remove Fire Hydrant .....             | REM FH |
| Water Meter .....                     | WM     |
| Relocate Water Meter .....            | REM WM |
| Remove Water Meter .....              | REM WM |
| Water Pump Station .....              | FS/W   |
| RPZ Backflow Preventer .....          | RPZ    |
| DCV Backflow Preventer .....          | RPZ    |
| Relocate RPZ Backflow Preventer ..... | RPZ    |
| Relocate DCV Backflow Preventer ..... | RPZ    |

## PROPOSED SEWER SYMBOLS

|                                |         |
|--------------------------------|---------|
| Gravity Sewer Line .....       | 12" SS  |
| (Sized as Shown)               |         |
| Force Main Sewer Line .....    | 12" FSS |
| (Sized as Shown)               |         |
| Manhole (Sized per Note) ..... | •       |
| Sewer Pump Station .....       | FS/SS   |

## PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

|                                              |                |
|----------------------------------------------|----------------|
| Power Pole .....                             | 6              |
| Telephone Pole .....                         | 6              |
| Joint Use Pole .....                         | 6              |
| Telephone Pedestal .....                     | 6              |
| Utility Line by Others (Type as Shown) ..... | 6              |
| Trenchless Installation .....                | 6              |
| Encasement by Open Cut .....                 | 24" ENCASEMENT |
| Encasement .....                             | 24" ENCASEMENT |

## EXISTING UTILITIES SYMBOLS

|                                              |        |
|----------------------------------------------|--------|
| Power Pole .....                             | 6      |
| Telephone Pole .....                         | 6      |
| Joint Use Pole .....                         | 6      |
| Utility Pole .....                           | 6      |
| Utility Pole with Base .....                 | 6      |
| H-Frame Pole .....                           | 6      |
| Power Transmission Line Tower .....          | 6      |
| Water Manhole .....                          | 6      |
| Power Manhole .....                          | 6      |
| Telephone Manhole .....                      | 6      |
| Sanitary Sewer Manhole .....                 | 6      |
| Hand Hole for Cable .....                    | 6      |
| Power Transformer .....                      | 6      |
| Telephone Pedestal .....                     | 6      |
| CATV Pedestal .....                          | 6      |
| Gas Valve .....                              | 6      |
| Gas Meter .....                              | 6      |
| Located Miscellaneous Utility Object .....   | 6      |
| Abandoned According to Utility Records ..... | AATUR  |
| End of Information .....                     | E.O.I. |
| Thrust Block .....                           | 6      |
| Air Release Valve .....                      | 6      |
| Utility Vault .....                          | 6      |
| Concrete Pier .....                          | 6      |
| Steel Pier .....                             | 6      |
| Plan Note .....                              | 6      |
| Pay Item Note .....                          | 6      |

NOTE  
PAY ITEM

\* For Existing Utilities  
Utility Line Drawn from Record (Type as Shown) \_\_\_\_\_  
Designated Utility Line (Type as Shown) \_\_\_\_\_

SYTIME  
LIFE  
NAME

# NCDOT GENERAL UTILITY NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2024.
2. THE EXISTING UTILITIES BELONG TO THE CITY OF STATESVILLE
3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.
4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT AND THE UTILITY OWNER. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.
5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND A MINIMUM OF ONE WEEK PRIOR TO SERVICE INTERRUPTIONS AND TESTING. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.
6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. MAKE INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. CONTRACTOR TO REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.
7. MAKE FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.
8. COORDINATE UTILITY OUTAGES WITH THE CITY OF STATESVILLE WATER/SEWER DEPARTMENT IN ORDER TO MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. MAKE CONNECTIONS ON WEEKENDS OR AT NIGHT IF NECESSARY.
9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.

# PROJECT SPECIFIC UTILITY NOTES:

1. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT ITS EXPENSE, UNLESS PREVIOUSLY OBTAINED BY THE OWNER AND PROVIDED AT THE PRECONSTRUCTION CONFERENCE.
2. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR WRITTEN CONSENT OF THE UTILITY OWNER OR THEIR REPRESENTATIVE OR THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE UNACCEPTABLE.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SHOULD ANY FIELD CONDITIONS BE ENCOUNTERED THAT VARY FROM THE INFORMATION PROVIDED IN THE CONTRACT DOCUMENTS. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE UTILITY OWNER PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL COORDINATE ALL WORK WITH UTILITY OWNER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION, OR AS OTHERWISE SPECIFIED HEREIN.
5. UNLESS OTHERWISE INDICATED, ALL PROFILE ELEVATIONS ARE ALONG THE PIPE CENTERLINE.
6. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENNANTS AT LEAST 7 DAYS PRIOR TO CONSTRUCTION THAT CONSTRUCTION ACTIVITY WILL TAKE PLACE IN THEIR AREA.
7. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS FOR ALL UTILITY CONSTRUCTION PRIOR TO PLACING THE PIPELINE(S) IN SERVICE
8. PIPE ALIGNMENT SHOWN IS BASED ON STANDARD DUCTILE IRON MECHANICAL JOINT FITTINGS. JOINT DEFLECTIONS SHALL NOT EXCEED 75 PERCENT OF MANUFACTURER'S RECOMMENDED DEFLECTION. CONTRACTOR SHALL ADJUST PIPELINE ALIGNMENT AND DEFLECT JOINTS AS NECESSARY TO ACCOMMODATE THE STANDARD BENDS SHOWN.
9. MINIMUM PIPE COVER FOR DISTRIBUTION WATER MAINS SHALL BE 3 FEET.
10. ALL PRESSURIZED FITTINGS SHALL BE DUCTILE IRON RESTRAINED MECHANICAL JOINT WITH PRESSURE RATING EQUAL TO OR HIGHER THAN HOST PIPE, UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
11. ALL MECHANICAL JOINTS SHALL BE FITTED WITH WEDGE-TYPE MECHANICAL RESTRAINT ACCESSORY KITS DESIGNED FOR THE INTENDED USE AND MATERIAL, AS APPROVED BY UTILITY OWNER.
12. CONTRACTOR TO REFER TO THE CITY OF STATESVILLE WATER AND SEWER DETAILS AND SPECIFICATIONS FOUND AT [HTTPS://WWW.STATESVILLENC.NET/STATESVILLE-ENGINEERING/](https://www.statesvilenc.net/statesville-engineering/). STATESVILLE'S WATER SPECIFICATIONS ARE NCDEQ APPROVED SPECIFICATIONS, SERIAL NO. 20-00101 (12 MAR 20).

# CONSTRUCTION SEQUENCE:

1. FOR EACH WATER LINE AND SEWER LINE RELOCATION, THE CONTRACTOR SHALL PROVIDE THE UTILITY OWNER WITH A DETAILED INSTALLATION, CONNECTION, AND SERVICE INTERRUPTION PLAN FOR APPROVAL AT LEAST SEVEN (7) DAYS PRIOR TO THE RELOCATION. AT A MINIMUM, EACH PLAN SHALL ADDRESS THE FOLLOWING:
  - A. SEQUENCE OF CONSTRUCTION OPERATIONS.
  - B. PROCEDURE FOR FLUSHING, TESTING, AND DISINFECTION OF ALL AFFECTED PIPING AND VALVES, AS REQUIRED BY THE UTILITY OWNER.
  - C. PHASING AND SCHEDULE FOR ALL CONNECTIONS, INCLUDING PLANNED SERVICE OUTAGES, DURATION, AND CONTINGENCY PLAN.
2. NO INTERRUPTION OF SERVICE WILL BE PERMITTED UNTIL THE FOREGOING PLAN HAS BEEN APPROVED BY THE UTILITY OWNER. THE UTILITY OWNER'S PERSONNEL SHALL WITNESS THE OPERATION OF THE UTILITY OWNER'S EXISTING FACILITIES INVOLVED IN THE INTERRUPTIONS OF SERVICE.
3. PLANNED SERVICE CONNECTION INTERRUPTIONS SHALL LAST NO LONGER THAN 8 HOURS UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER. ALL INTERRUPTIONS OF SERVICES SHALL BE COORDINATED WITH AND SCHEDULED AT TIMES ACCEPTABLE TO THE UTILITY OWNER.
4. WRITTEN WATER SERVICE INTERRUPTION NOTICES SHALL BE PROVIDED TO ALL AFFECTED CUSTOMERS AT LEAST 72 HOURS PRIOR TO EACH PLANNED INTERRUPTION.



|                       |        |                                                                                                                                            |      |
|-----------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------|------|
| PROJECT REFERENCE NO. | U-5964 | SHEET NO.                                                                                                                                  | UC-3 |
| DESIGNED BY:          | SJU    |                                                                                                                                            |      |
| DRAWN BY:             | BRM    |                                                                                                                                            |      |
| CHECKED BY:           | MAS    | APPROVED BY: SJU<br>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION<br>UTILITY ENGINEERING SECTION<br>PHONE: 919.250-4131<br>FAX: 919.250-4131 |      |
| REVISED:              | SJU    | DATE: 5/14/99<br>BY: S. J. Upton                                                                                                           |      |

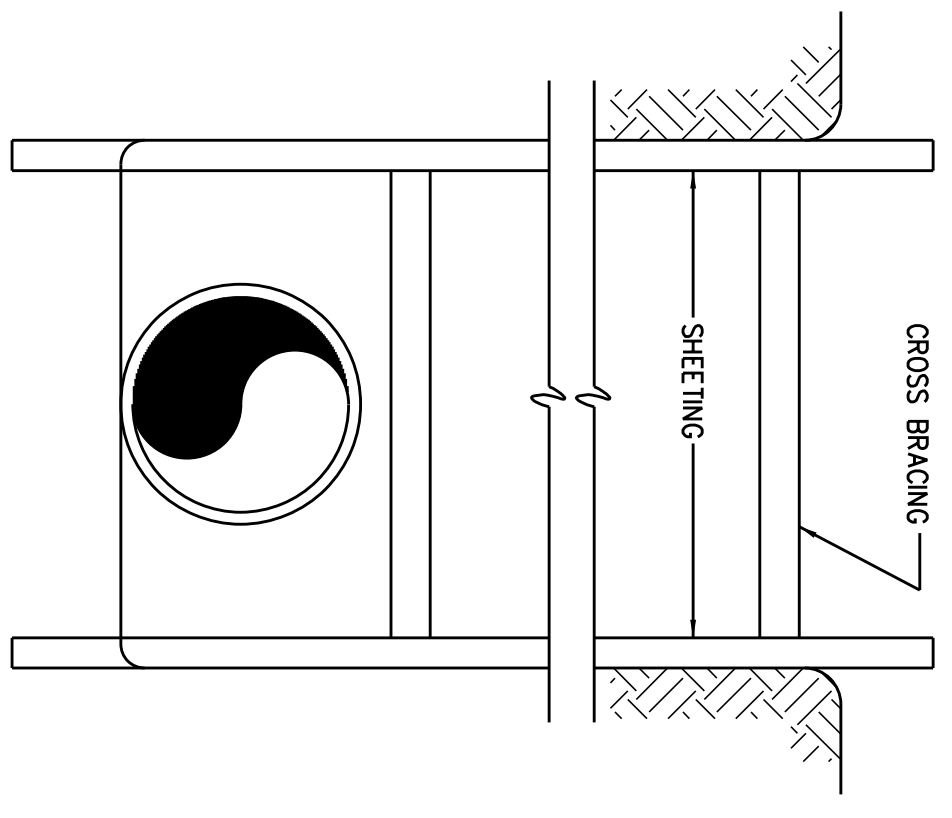
# UTILITY CONSTRUCTION

DATE PLOTTED: 5/14/99  
 PLOT TIME: 11:58:00  
 PLOT FILE: D:\PROJECTS\990514\990514.DWG  
 PLOT DEVICE: HPGL

Prepared By:  
**Kimley-Horn**  
 200 SOUTH TRION STREET, SUITE 200  
 CHARLOTTE, NC 28202

|                                                                                                                                                                       |        |           |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|-------|
| PROJECT REFERENCE NO.                                                                                                                                                 | U-5964 | SHEET NO. | UC-3A |
| DESIGNED BY:                                                                                                                                                          | SJU    |           |       |
| DRAWN BY:                                                                                                                                                             | BRM    |           |       |
| CHECKED BY:                                                                                                                                                           | MAS    |           |       |
| APPROVED BY:                                                                                                                                                          | SJU    |           |       |
| REVISED:                                                                                                                                                              |        |           |       |
| NORTH CAROLINA<br>DEPARTMENT OF<br>TRANSPORTATION<br>UTILITIES ENGINEERING SECTION<br>PHONE: 81919207-6690<br>FAX: 81919250-4151<br>UTILILITY CONSTRUCTION PLANS ONLY |        |           |       |

**UTILITY CONSTRUCTION**

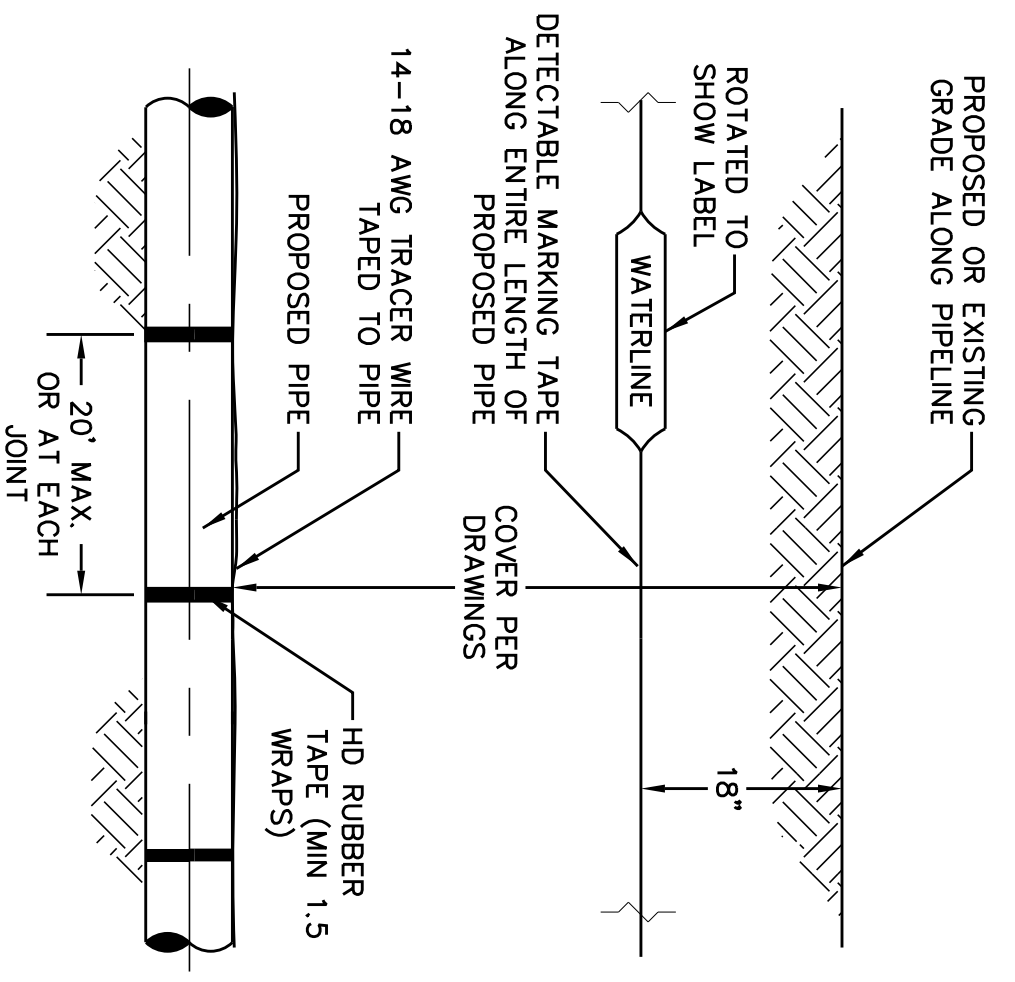


1 TYPICAL SHEETING  
 UC-3A SCALE: N.T.S.

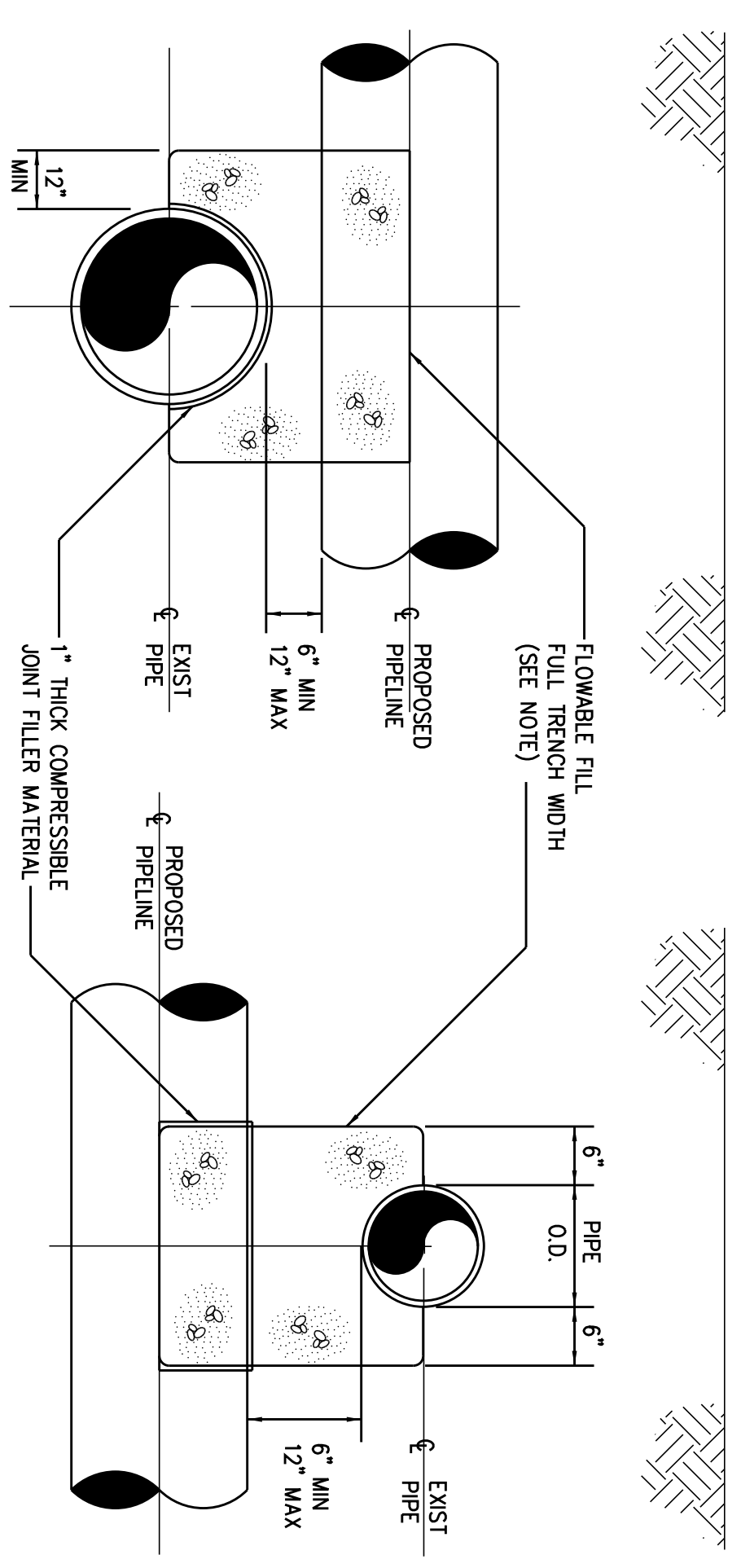
| INTERNAL DIAMETER OF PIPE | WIDTH OF TRENCH MAX | W=MIN  | TRENCH EXCAVATION LIMITS |
|---------------------------|---------------------|--------|--------------------------|
| 4'-6"                     | 3'-9"               | 2'-0"  |                          |
| 8'-10"                    | 3'-9"               | 2'-2"  |                          |
| 12"                       | 3'-9"               | 0.0+2' |                          |
| 14'-16"                   | 4'-2"               | 0.0+2' |                          |
| 18"                       | 4'-4"               | 0.0+2' |                          |
| 20'-21"                   | 4'-11"              | 0.0+2' |                          |
| 24"                       | 4'-8"               | 0.0+2' |                          |
| 27"                       | 5'-9"               | 0.0+2' |                          |
| 30"                       | 6'-7"               | 0.0+2' |                          |
| 36"                       | 7'-4"               | 0.0+2' |                          |
| 42"                       | 8'-2"               | 0.0+2' |                          |
| 48"                       | 8'-6"               | 0.0+2' |                          |
| 54"                       | 9'-4"               | 0.0+2' |                          |
| 60"                       | 9'-10"              | 0.0+2' |                          |
| 72"                       | 11'-0"              | 0.0+2' |                          |
| 78"                       | 11'-8"              | 0.0+2' |                          |
| 84"                       | 12'-0"              | 0.0+2' |                          |
| 90"                       | 12'-6"              | 0.0+2' |                          |
| 96"                       | 13'-0"              | 0.0+2' |                          |
| 108"                      | 14'-0"              | 0.0+2' |                          |

W = TRENCH WIDTH AT BOTTOM OF PIPE. TRENCH SIDE SLOPES SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.  
 S = MAXIMUM PAVEMENT REPLACEMENT WIDTH

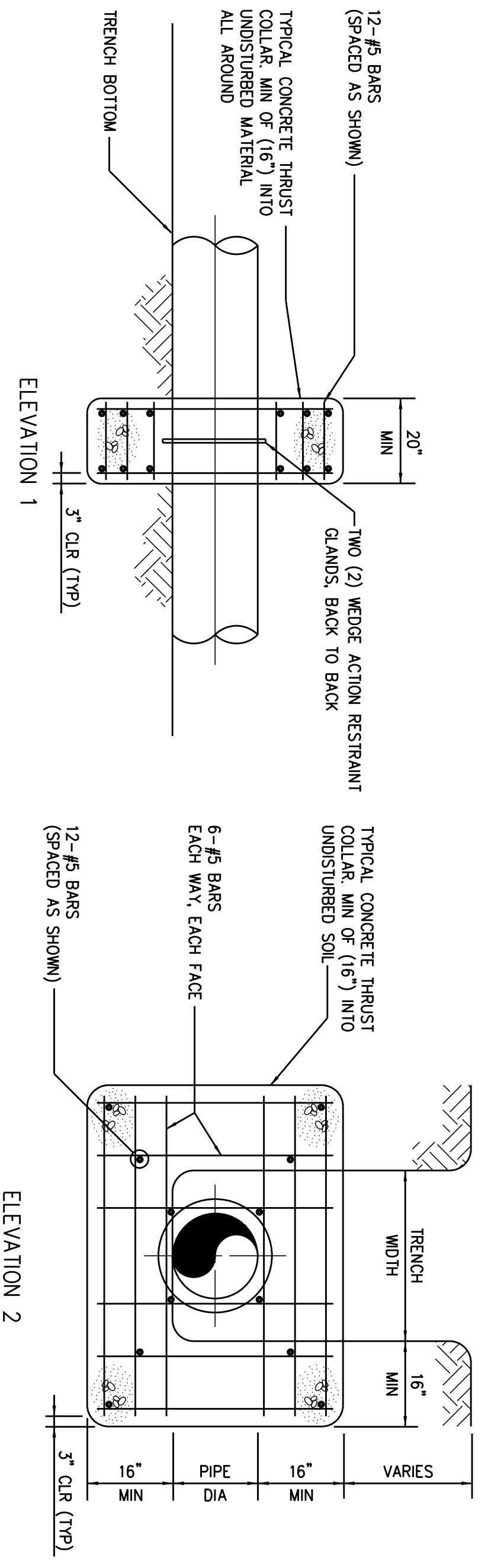
2 TRENCH EXCAVATION LIMITS  
 UC-3A SCALE: N.T.S.



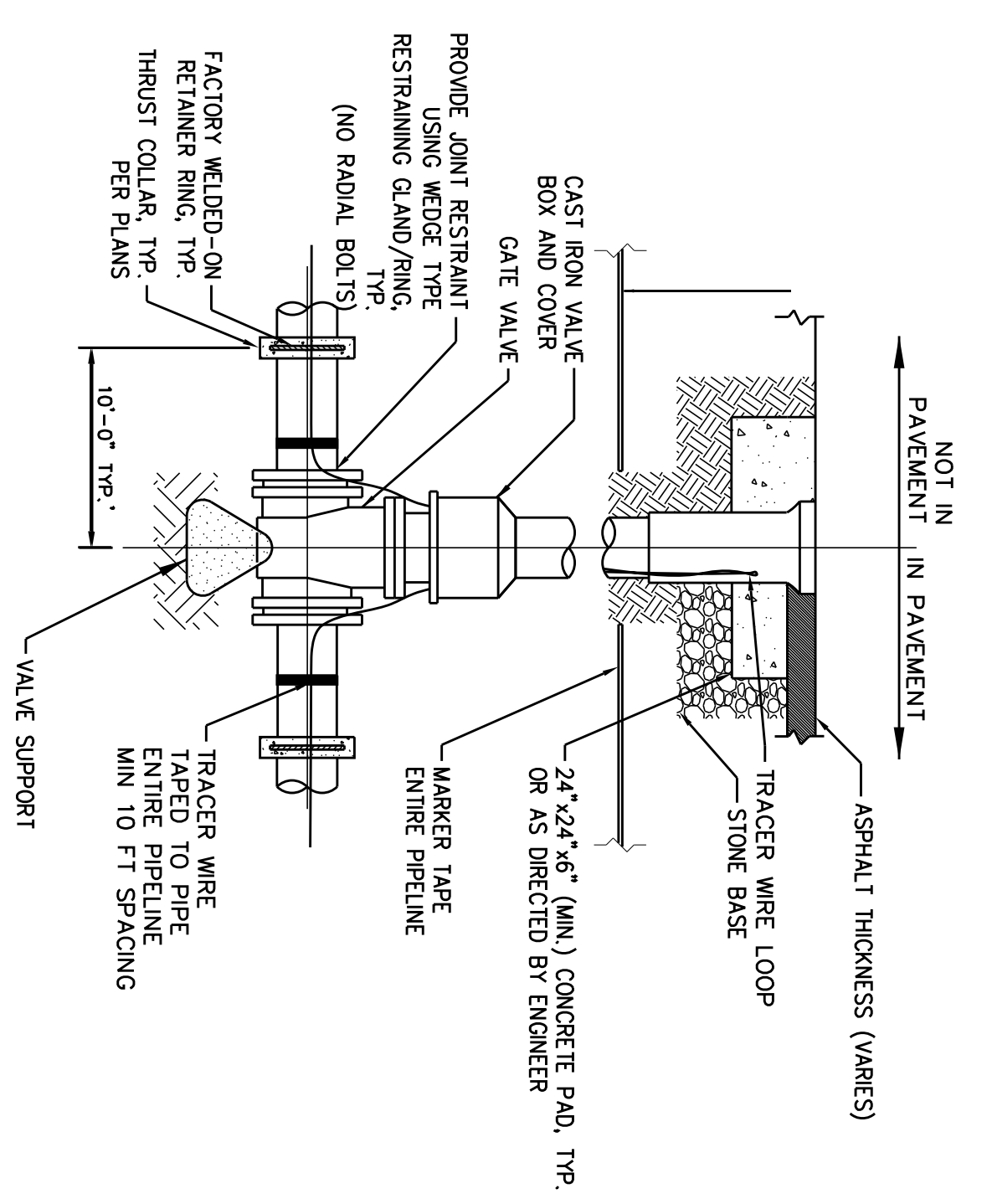
4 DETECTABLE MARKING TAPE AND WIRE  
 UC-3A SCALE: N.T.S.



3 PROPOSED PIPELINE OVER/UNDER EXIST PIPE  
 UC-3A SCALE: N.T.S.

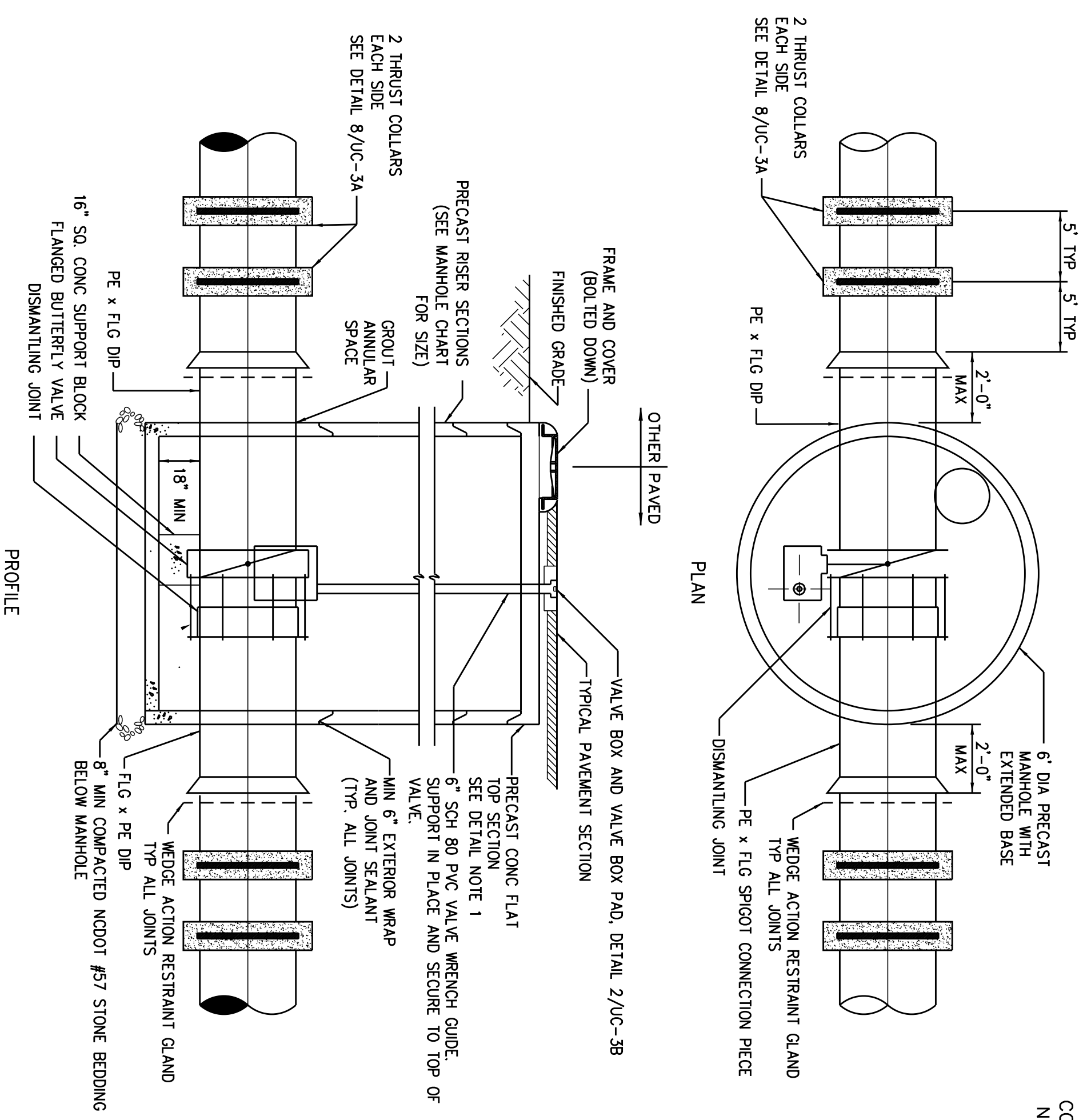


5 THRUST COLLAR  
 UC-3A SCALE: N.T.S.



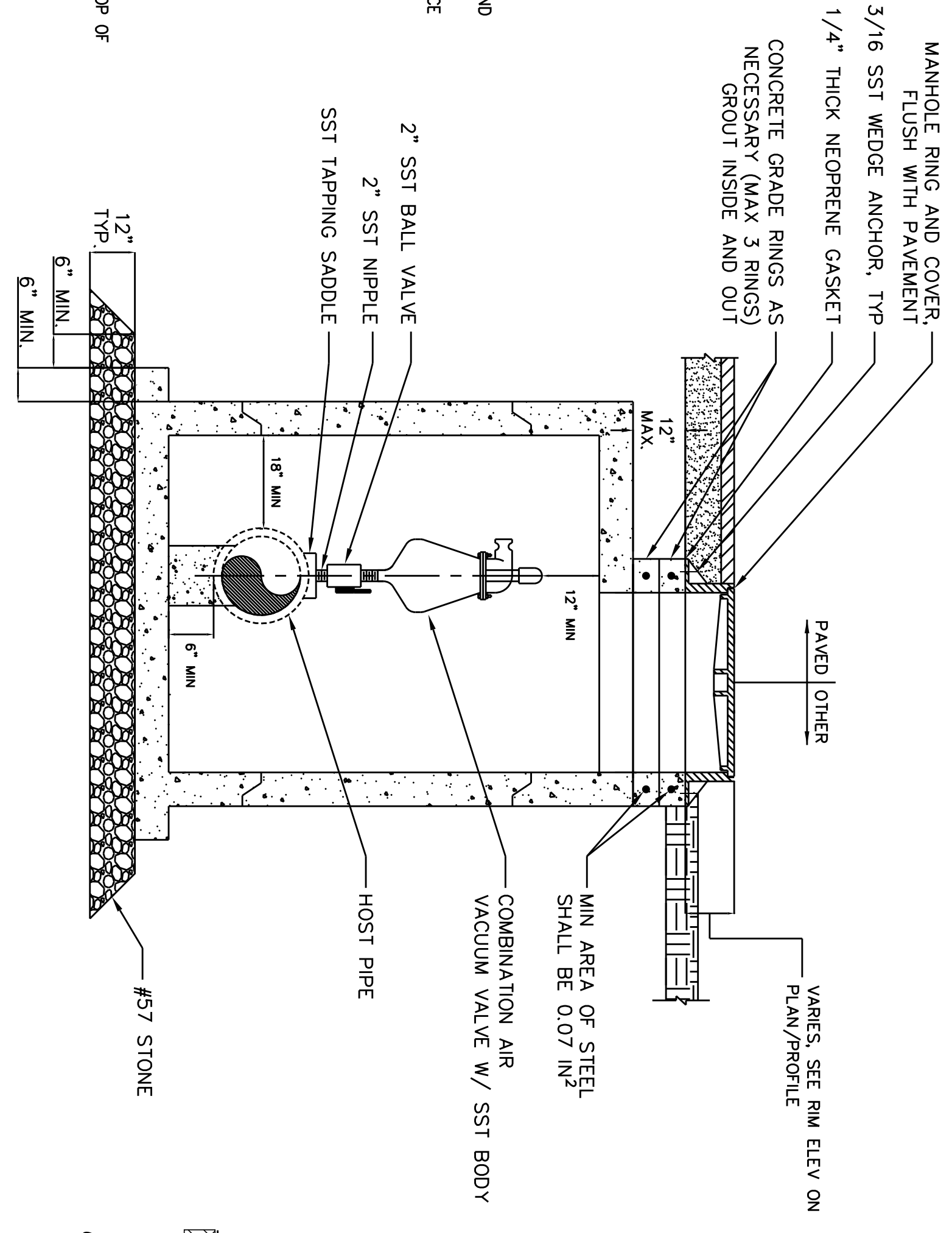
NOTES:  
1. PROVIDE HDPE INSERTS IN ALL VALVE BOXES.

1 GATE VALVE ASSEMBLY (FOR 4" THRU 12" VALVES)  
SCALE: N.T.S.



NOTES:  
1. VALVE MANHOLE TOP SHALL BE MIN 15" BELOW PAVEMENT SECTION IF INSTALLED WITHIN ROADWAY.  
2. DISMANTLING JOINT SHALL BE RATED FOR THE SAME PRESSURE AS THE HOST PIPE. SHALL HAVE STAINLESS STEEL THREADED RODS, AND SHALL BE NSF61 RATED.

3 BUTTERFLY VALVE ASSEMBLY (16" AND LARGER)  
SCALE: N.T.S.

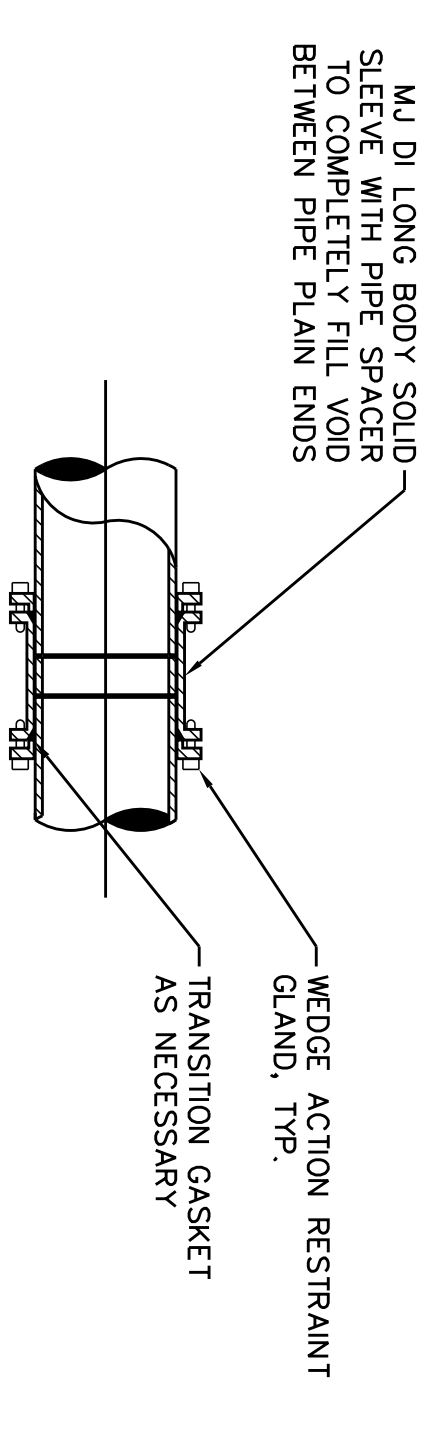


NOTES:  
1. ALL METALLIC COMPONENTS SHALL BE STAINLESS STEEL.  
2. PROVIDE SUFFICIENT SPACING BETWEEN BALL VALVE, ARV, AND TAPPING SADDLE SUCH THAT THE BALL VALVE WILL OPERATE PROPERLY.  
3. MALE THREADED END OF ARV SHALL BE COATED WITH ANTI-SEIZE THREAD COMPOUND PRIOR TO INSTALLATION.  
4. PROVIDE BUSHINGS AND ADAPTERS AS NECESSARY TO CONNECT TO TAP.  
5. MANHOLE SHALL BE STANDARD 5' WITH SLAB TOP AND EXTENDED BASE.  
6. PIPE PENETRATIONS THROUGH MANHOLE SHALL BE SEALED WITH RUBBER BOOTS.

2 THREADED ROD SCHEDULE  
SCALE: N.T.S.

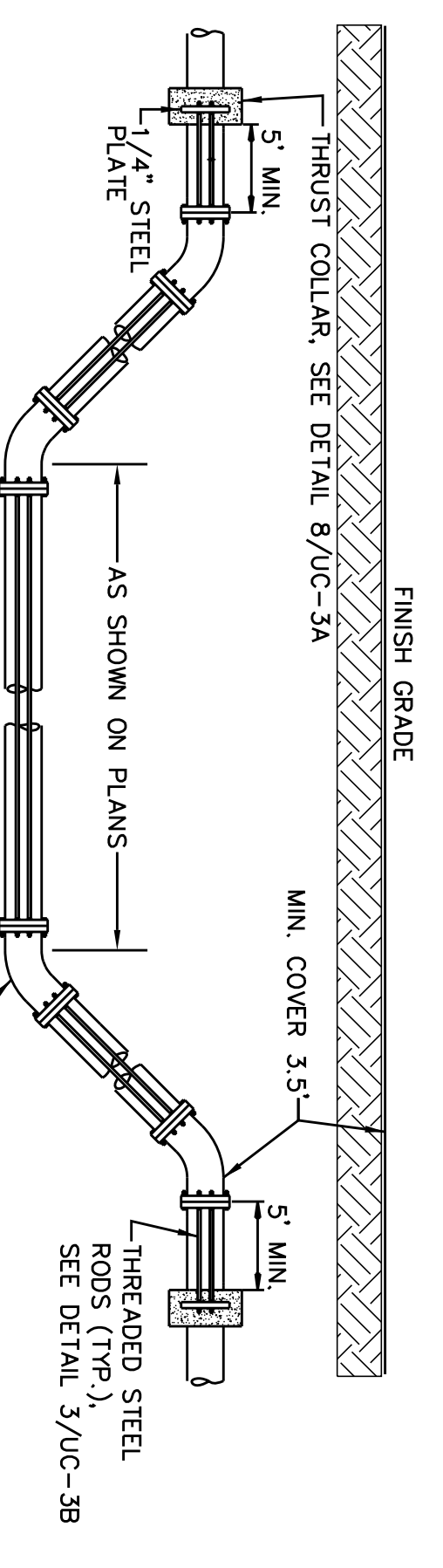
| PIPE SIZE  | ROD DIA | REOD NUMBER | DESIGN PRESSURE |
|------------|---------|-------------|-----------------|
| 4" TO 8"   | 3/4"    | 2           | 200 PSI         |
| 10" TO 20" | 3/4"    | 4           |                 |
| 24"        | 1"      | 6           |                 |
| 30"        | 1"      | 8           |                 |

1. THREADED RODS FOR PIPE DIAMETERS LARGER THAN 12" SHALL BE ASTM A193 (GRADE B7).  
ALL OTHER THREADED RODS SHALL BE ASTM A36.  
2. ALL HARDWARE IN CONTACT WITH SOIL SHALL BE PAINTED WITH TWO COATS HIGH BUILD COAL TAR EPOXY (MIN 26 MIL DRY FILM THICKNESS)  
5. RODS SHALL BE EQUALLY SPACED AROUND PIPE.



NOTES:  
1. SLEEVES SHALL BE DI MJ OF THE SAME PRESSURE RATING AS THE HOST PIPE.  
2. RESTRAINT WEDGES SHALL BE DESIGNED TO BE USED INTO A FOLLOWER GLAND AND BOLT ACTUATED BY TROUPE-LIMITING THIST OFF NUTS.

5 RESTRAINED MJ SOLID SLEEVE  
SCALE: N.T.S.



NOTES:  
1. ONCE INSTALLED AND TIGHT, THE STEEL RODS AND BOLTS SHALL BE COATED WITH 2 COATS OF BITUMINOUS BASE PAINT.  
2. CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL JOINT BENDS.  
3. MEGALUGS OR RESTRAINED JOINT PIPE AND FITTINGS ARE ALLOWED IN LIEU OF RODDING.  
4. THRUST COLLARS SHALL BE IN ACCORDANCE WITH DETAIL 1/UC-3B.  
5. ALL PIPE AND FITTINGS BETWEEN THRUST COLLARS SHALL BE RODDED.  
NOT TO SCALE

6 STANDARD VERTICAL BEND  
SCALE: N.T.S.

4 AIR VACUUM MANHOLE  
SCALE: N.T.S.

UTILITY CONSTRUCTION

PROJECT REFERENCE NO. U-5964 SHEET NO. UC-38

DESIGNED BY: SJU  
DRAWN BY: BRM  
CHECKED BY: MAS  
APPROVED BY: SJU

REVISIONS:  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
UTILITY CONSTRUCTION PLANS ONLY

200 SOUTH TRION STREET SUITE 200  
CHARLOTTE, NC 28202

**Kimley-Horn**

PROJECT REFERENCE NO. U-5964 SHEET NO. UC-3C

DESIGNED BY: SJU  
 DRAWN BY: BRM  
 CHECKED BY: MAS  
 APPROVED BY: SJU

REVISED:  
 NORTH CAROLINA  
 DEPARTMENT OF  
 TRANSPORTATION

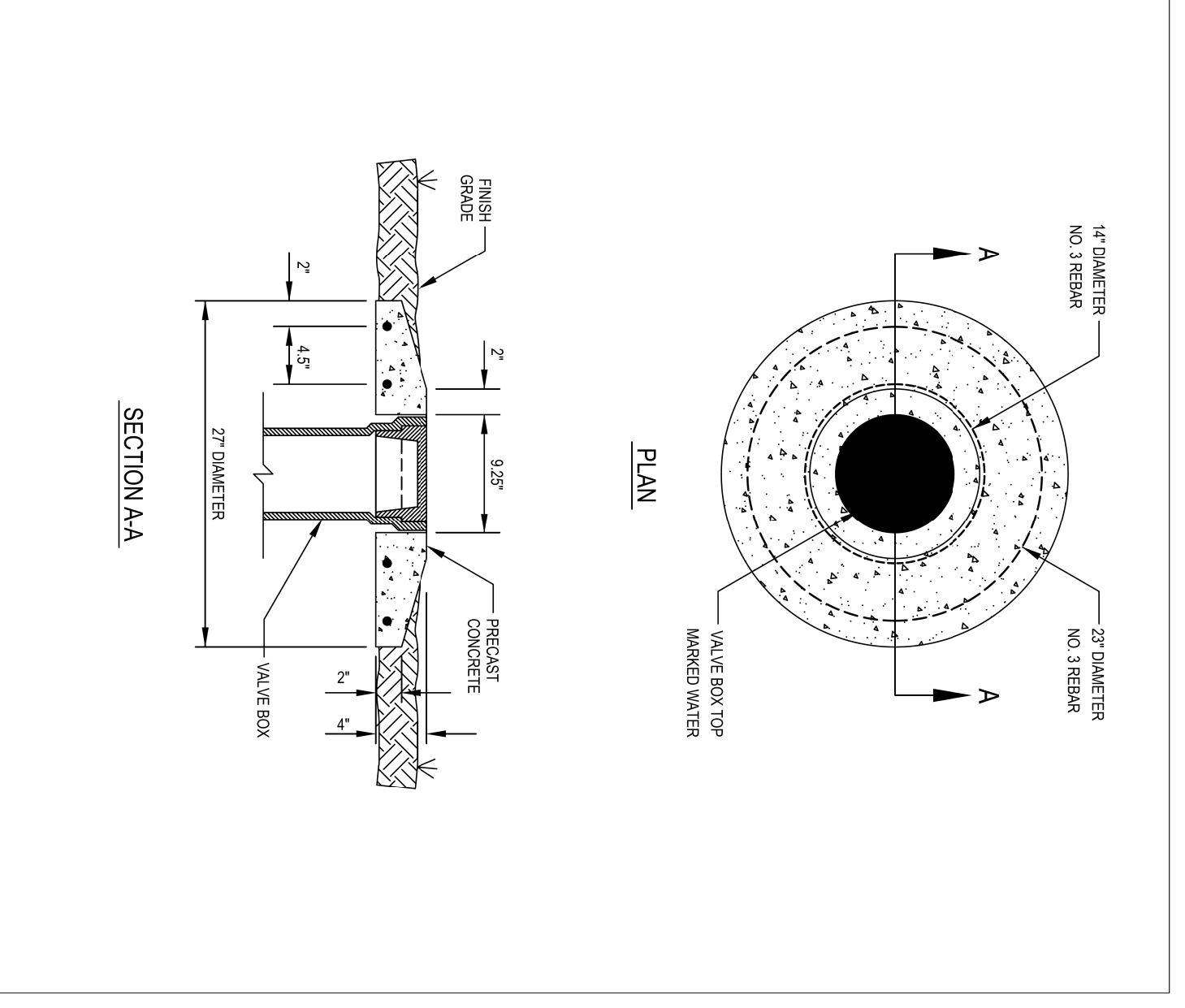
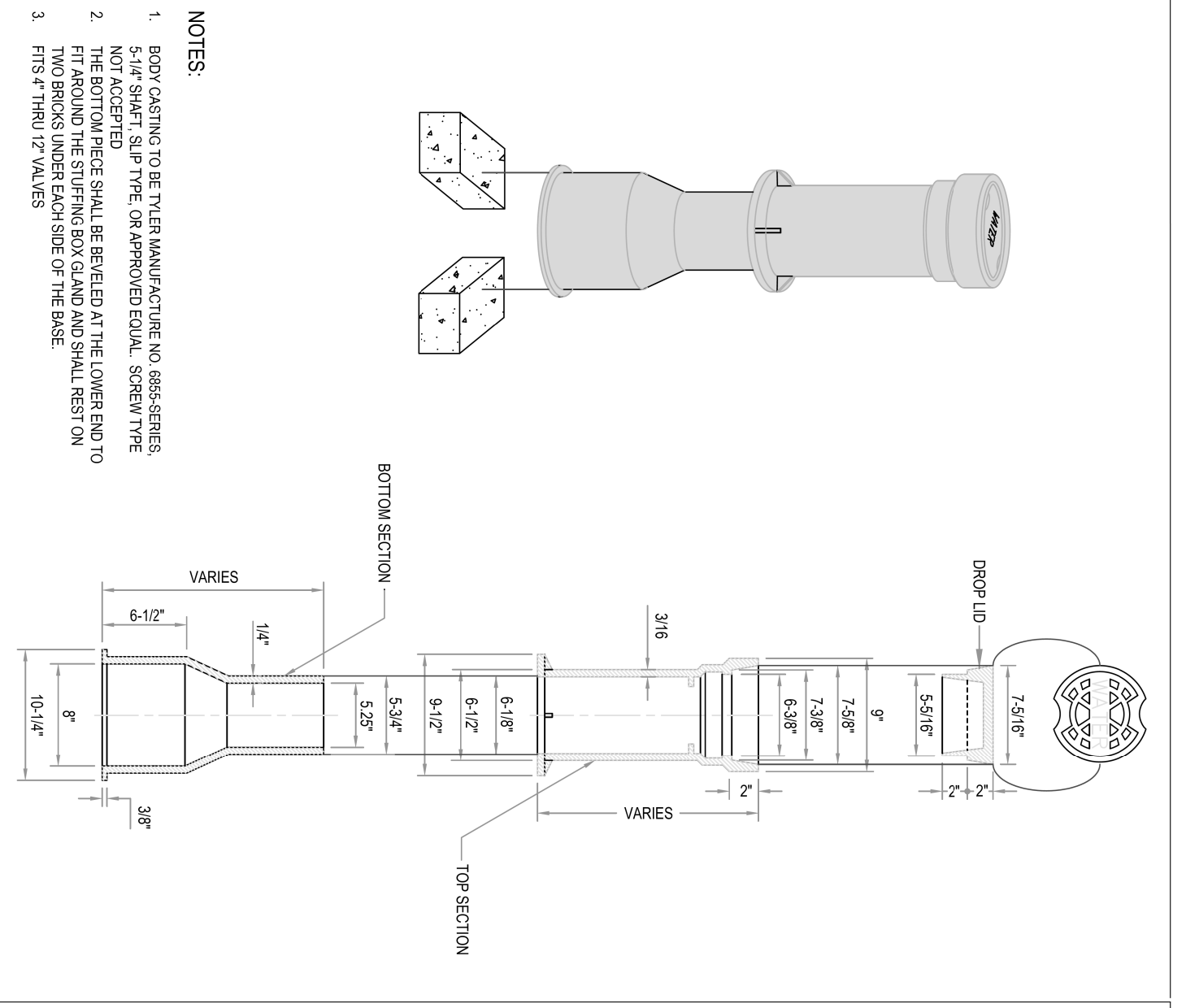
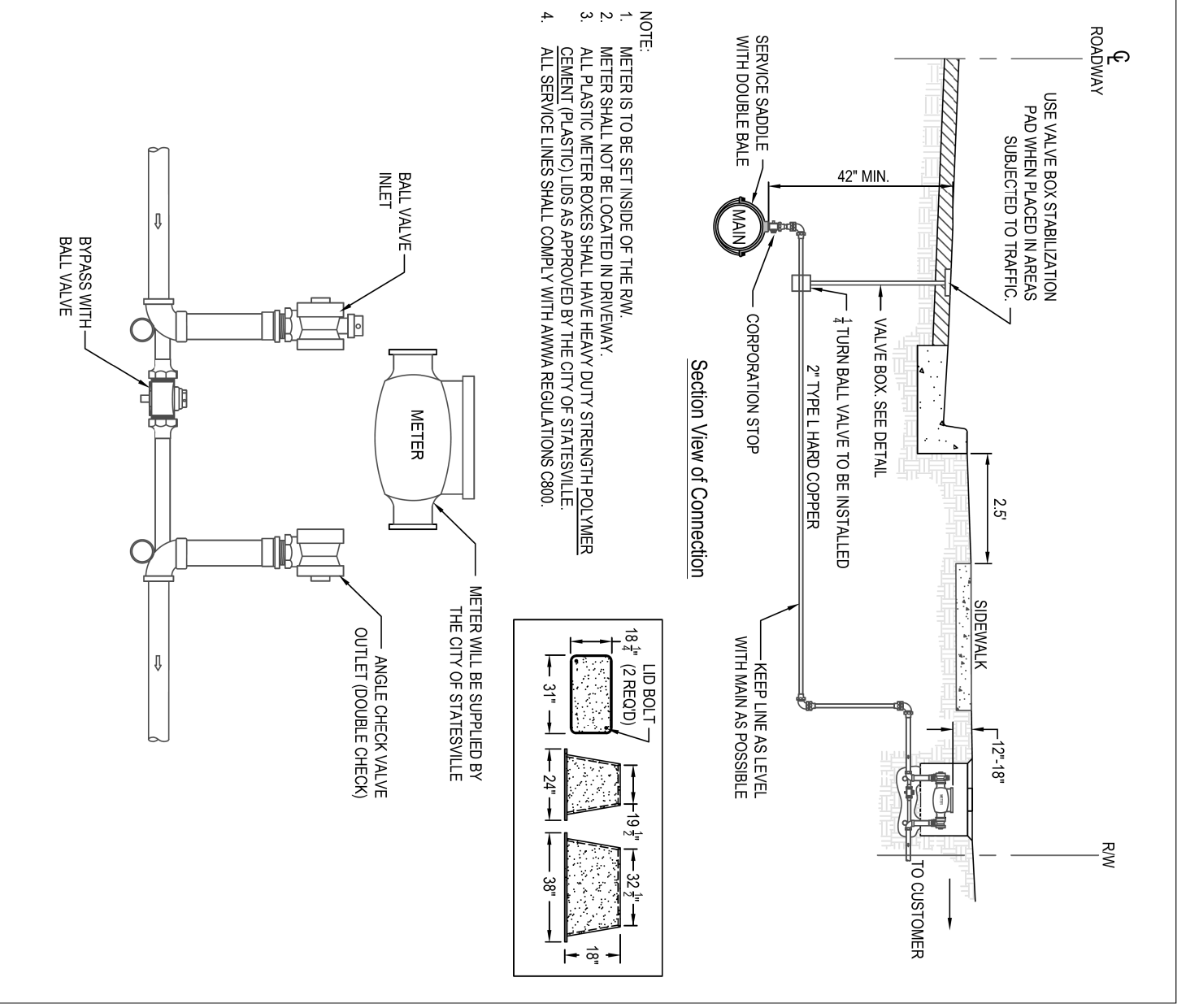
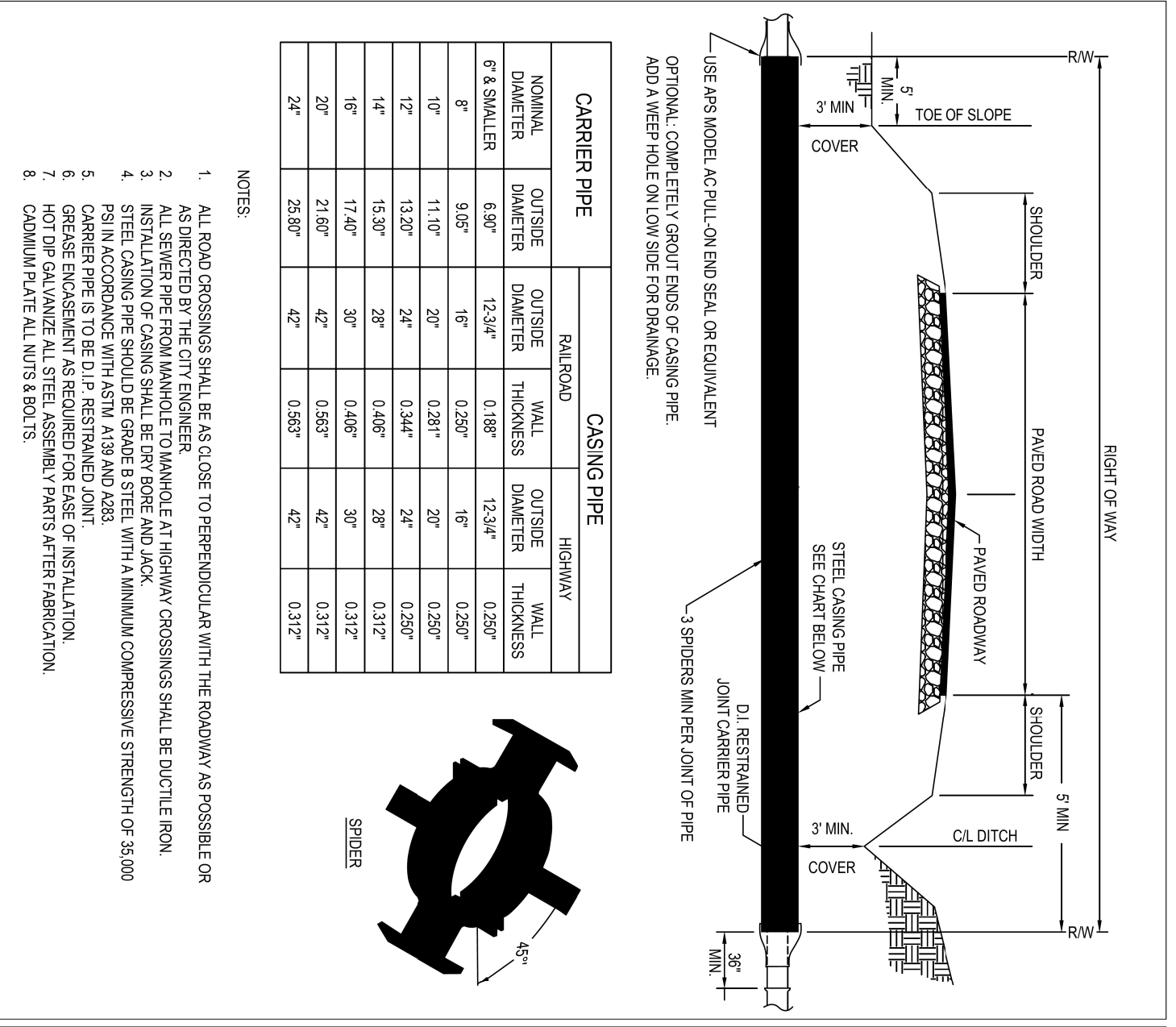
UTILITIES ENGINEERING SECTION  
 PHONE: 819/207-6690  
 FAX: 819/250-4151

UTILITY CONSTRUCTION PLANS ONLY

DATE: 10/16/2026

Seal: Kimley-Horn & Horn, Inc. Professional Engineer, No. 17662, State of North Carolina

UTILITY CONSTRUCTION



**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

**Water Line**  
**Bore Under Paved Roadways**

DETAIL # W-13  
 SCALE: 1" = 1'-0"

**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

**Water Line**  
**2" WATER SERVICE**

DETAIL # W-3  
 SCALE: 1" = 1'-0"

**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

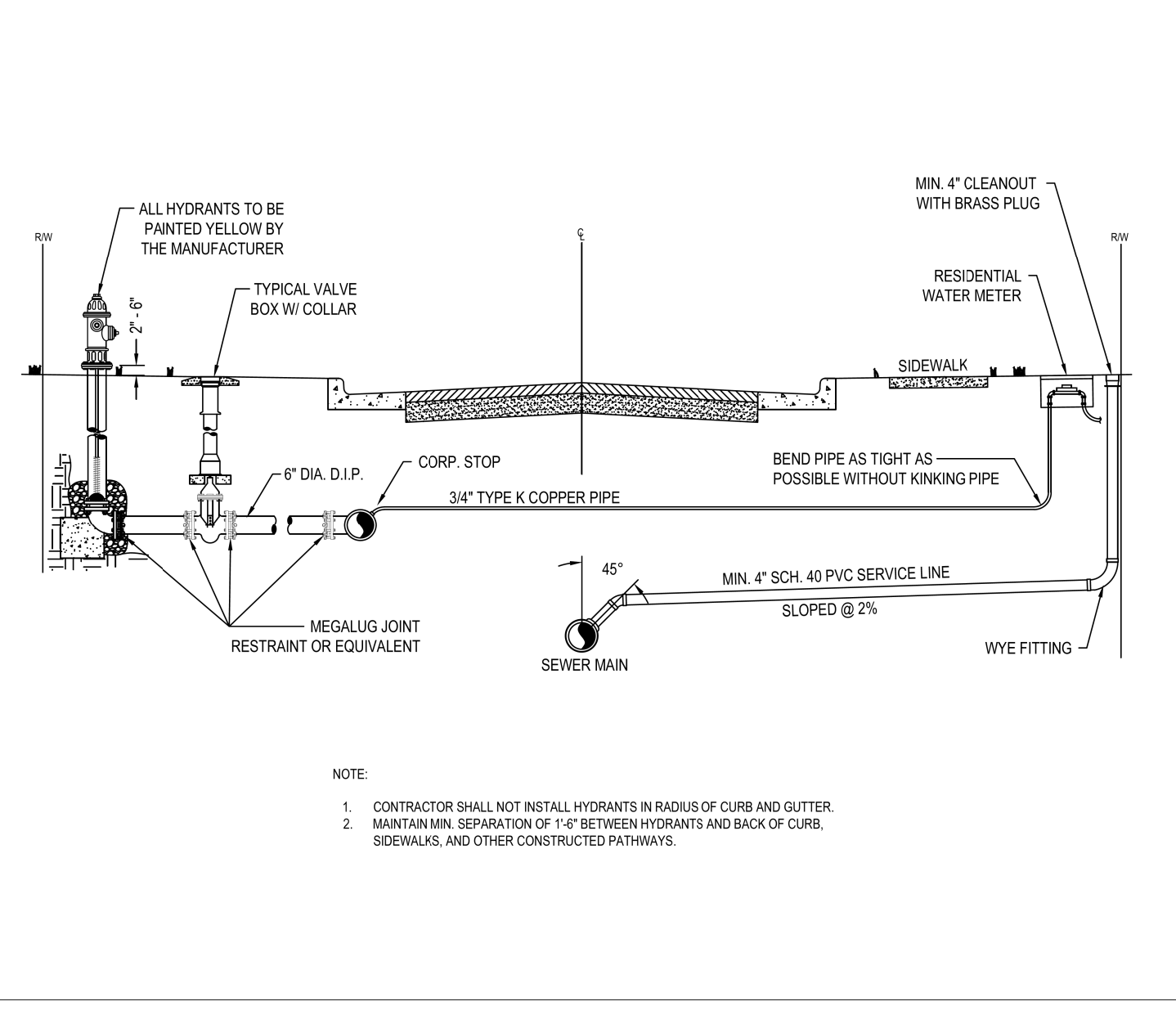
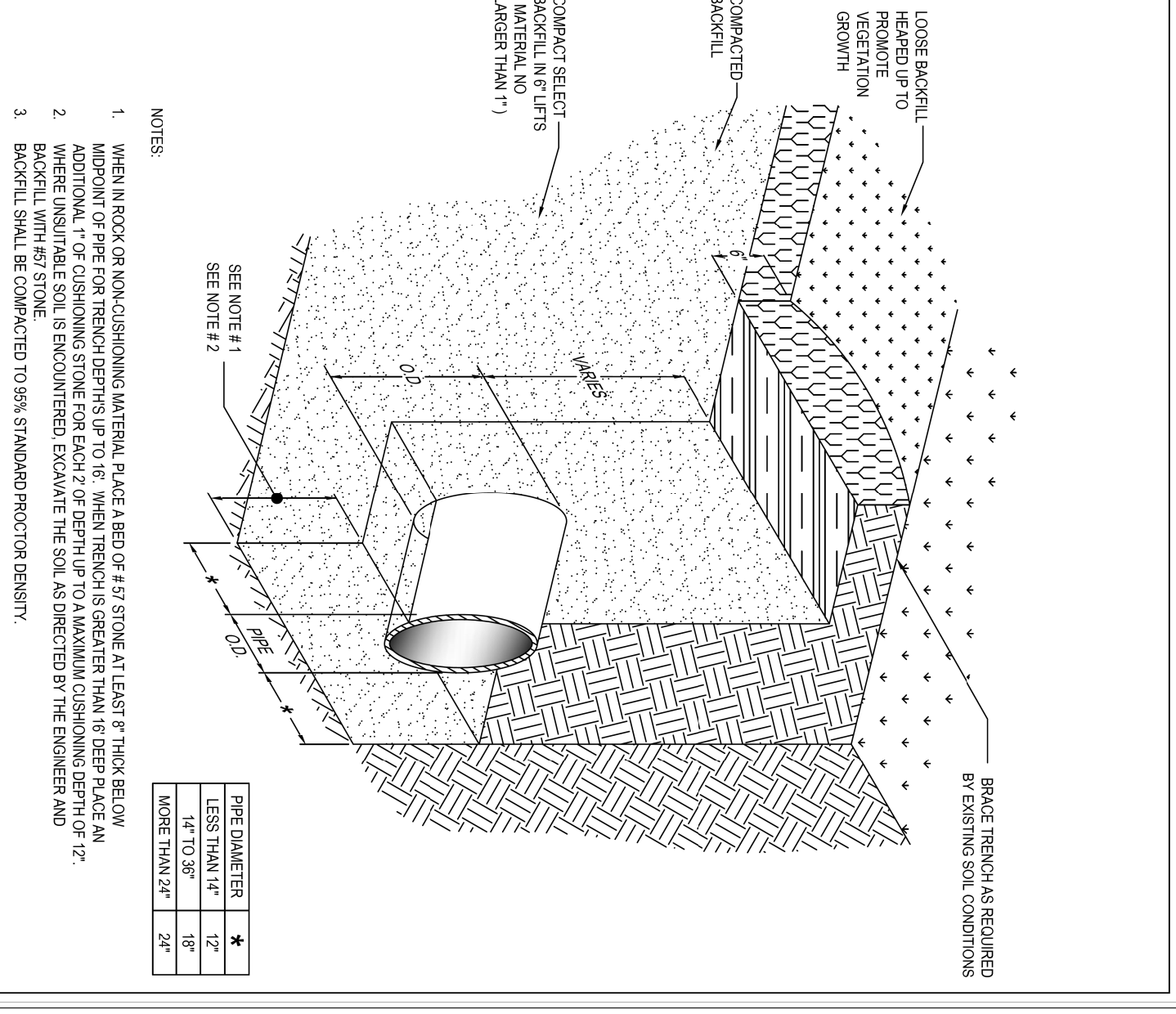
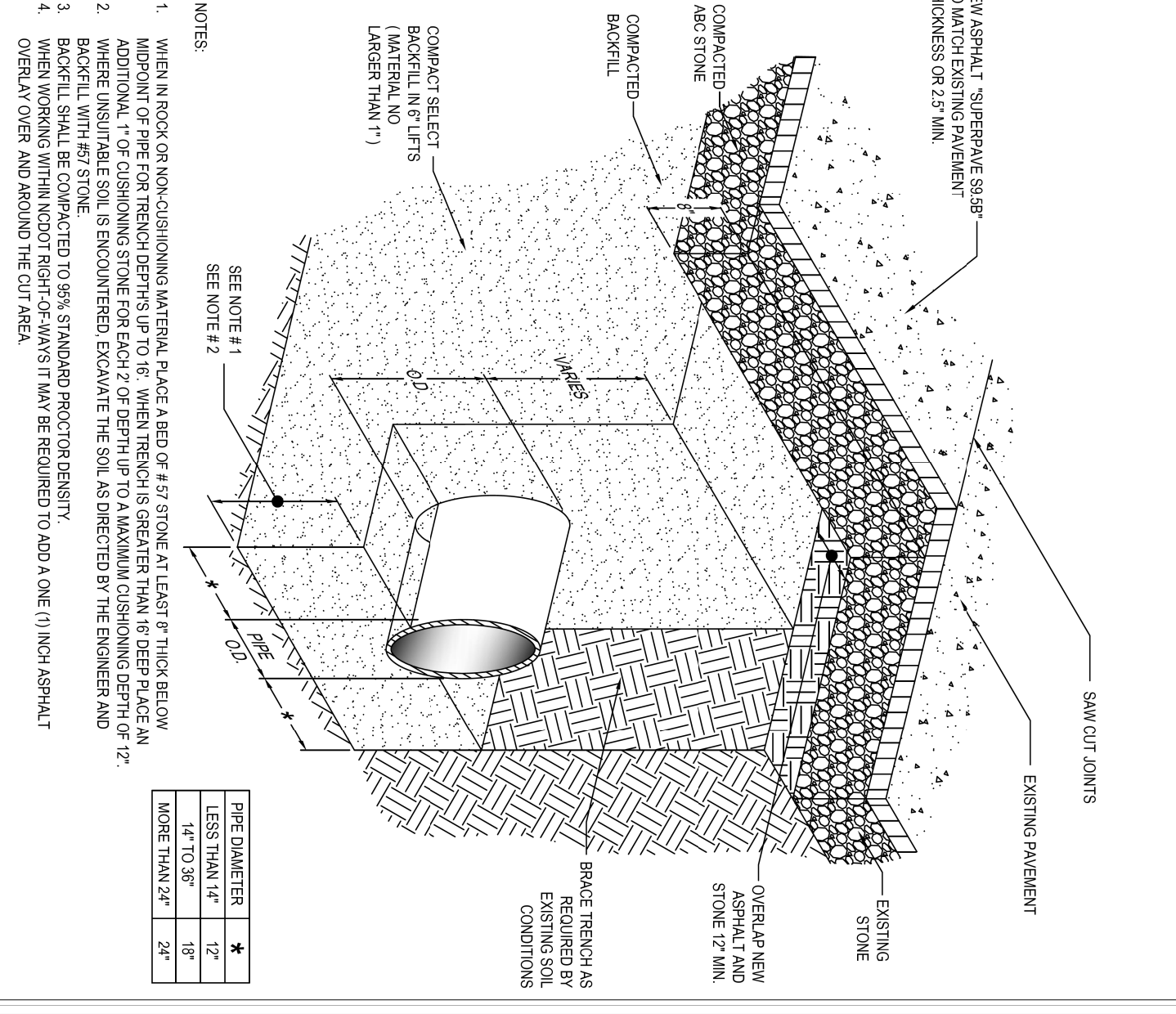
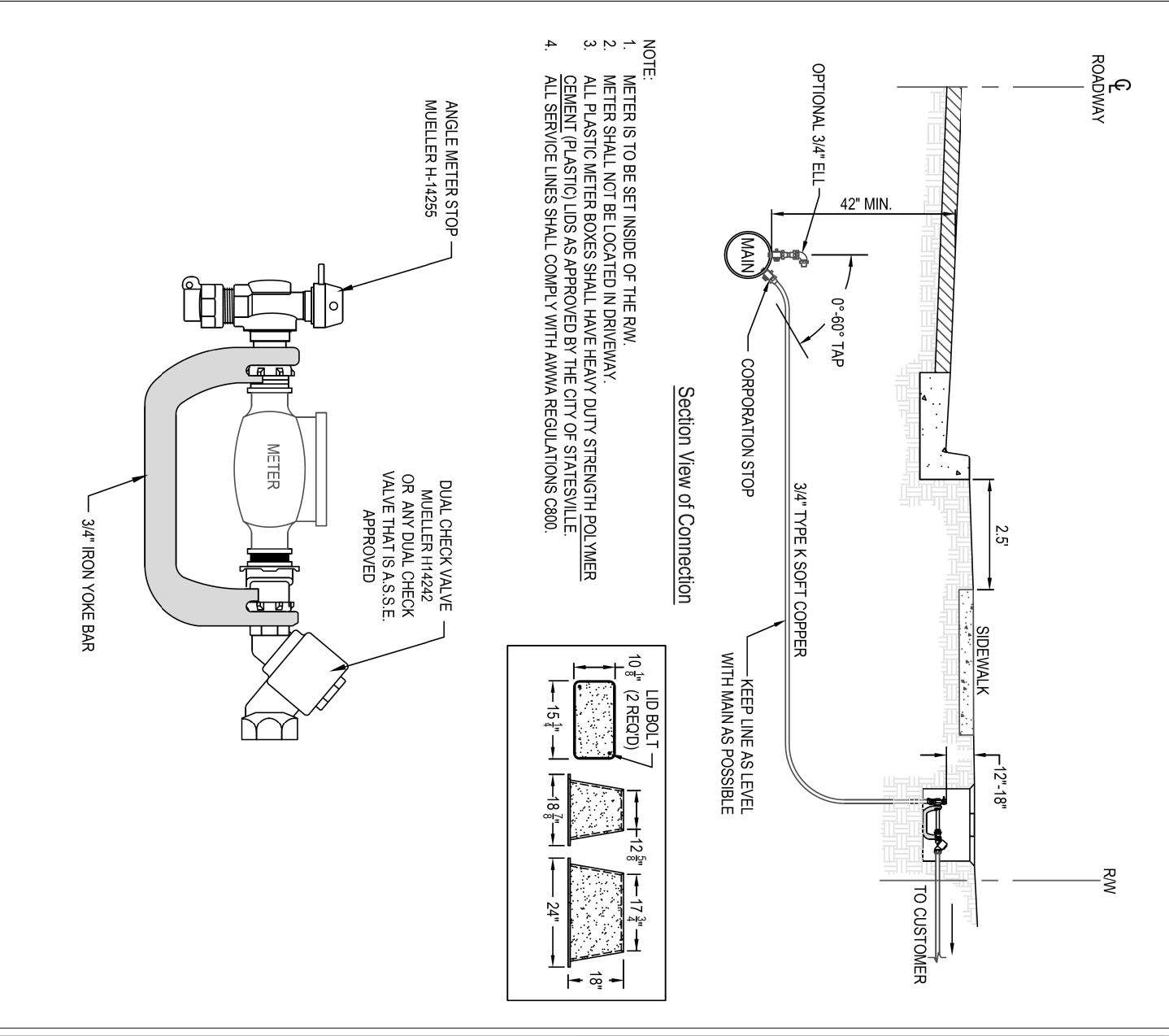
**Water Line**  
**Standard Valve Box**

DETAIL # W-7  
 SCALE: 1" = 1'-0"

**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

**Water Line**  
**Valve Box Protector (Stabilization Pad)**

DETAIL # W-8  
 SCALE: 1" = 1'-0"



**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

**Water Line**  
**3/4\"/>**

DETAIL # W-2  
 SCALE: 1" = 1'-0"

**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

**Water Line**  
**Trench Bedding & Backfill in Paved Roads**

DETAIL # W-14  
 SCALE: 1" = 1'-0"

**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

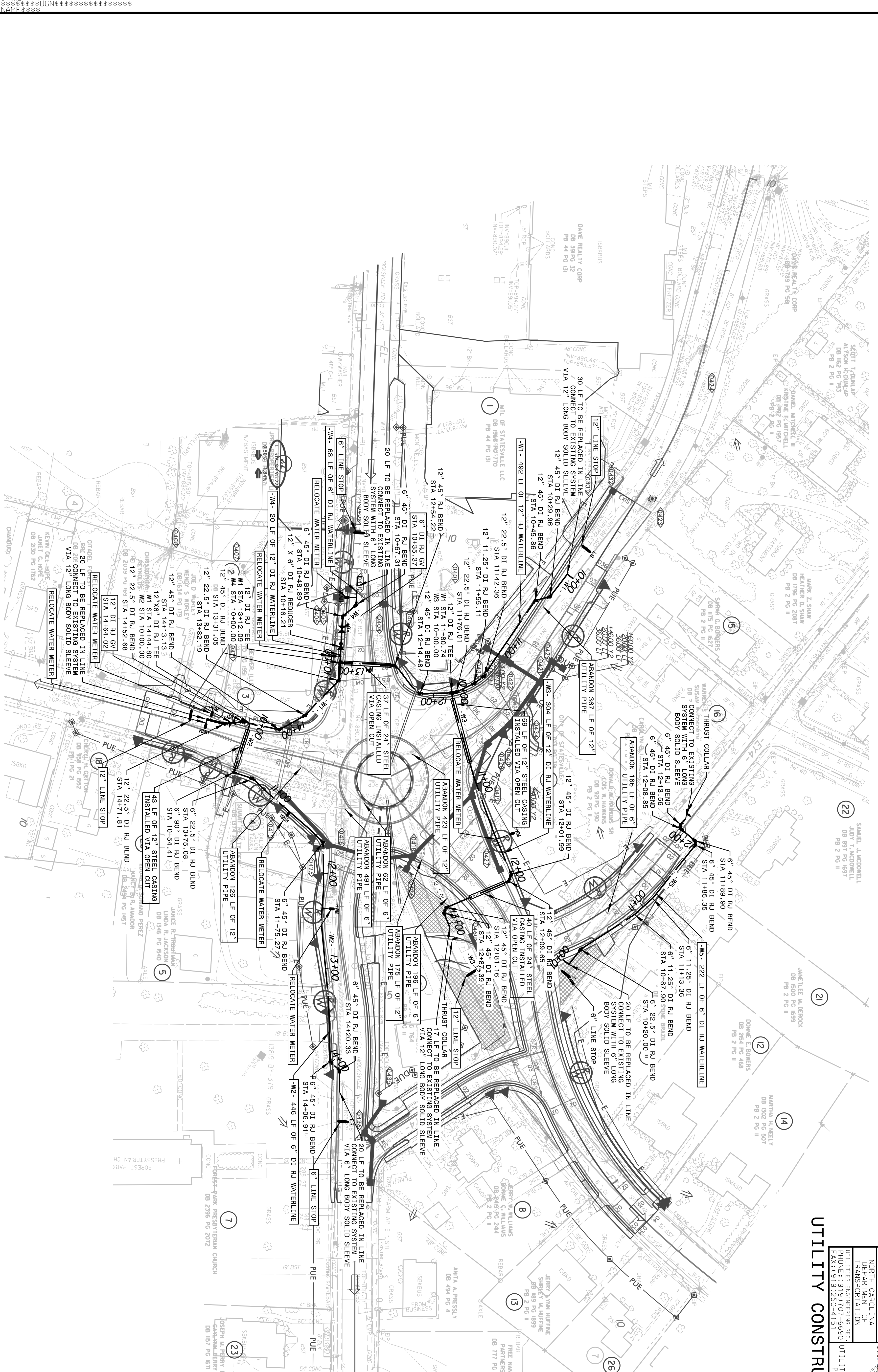
**Water Line**  
**Trench Bedding & Backfill Off Road**

DETAIL # W-15  
 SCALE: 1" = 1'-0"

**CITY OF STATESVILLE**  
 PUBLIC WORKS DEPARTMENT

**Water Line**  
**Utilities in RW**

DETAIL # W-9  
 SCALE: 1" = 1'-0"



PROJECT REFERENCE NO. U-5964  
 SHEET NO. UC-04

DESIGNED BY: SJU  
 DRAWN BY: BRM  
 CHECKED BY: MAS  
 APPROVED BY: SJU

PROJECT: 200 SOUTH TRION STREET, SUITE 200  
 CHARLOTTE, NC 28202

UTILITY CONSTRUCTION

UTILITY ENGINEERING SECTION  
 PHONE: 919.707.6690  
 FAX: 919.250.4151



|     |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|-----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 920 | 10+00 | 11+00 | 12+00 | 13+00 | 14+00 | 15+00 | 10+00 | 11+00 | 12+00 | 13+00 | 14+00 | 15+00 | 10+00 | 11+00 | 12+00 | 13+00 |
| 915 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 910 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 905 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 900 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 895 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 890 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 885 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
| 880 |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |

**Kimley-Horn**  
 421 FAYETTEVILLE STREET, SUITE 400  
 RALEIGH, NC 27601

PROJECT REFERENCE NO. U-5964  
 SHEET NO. UC-5

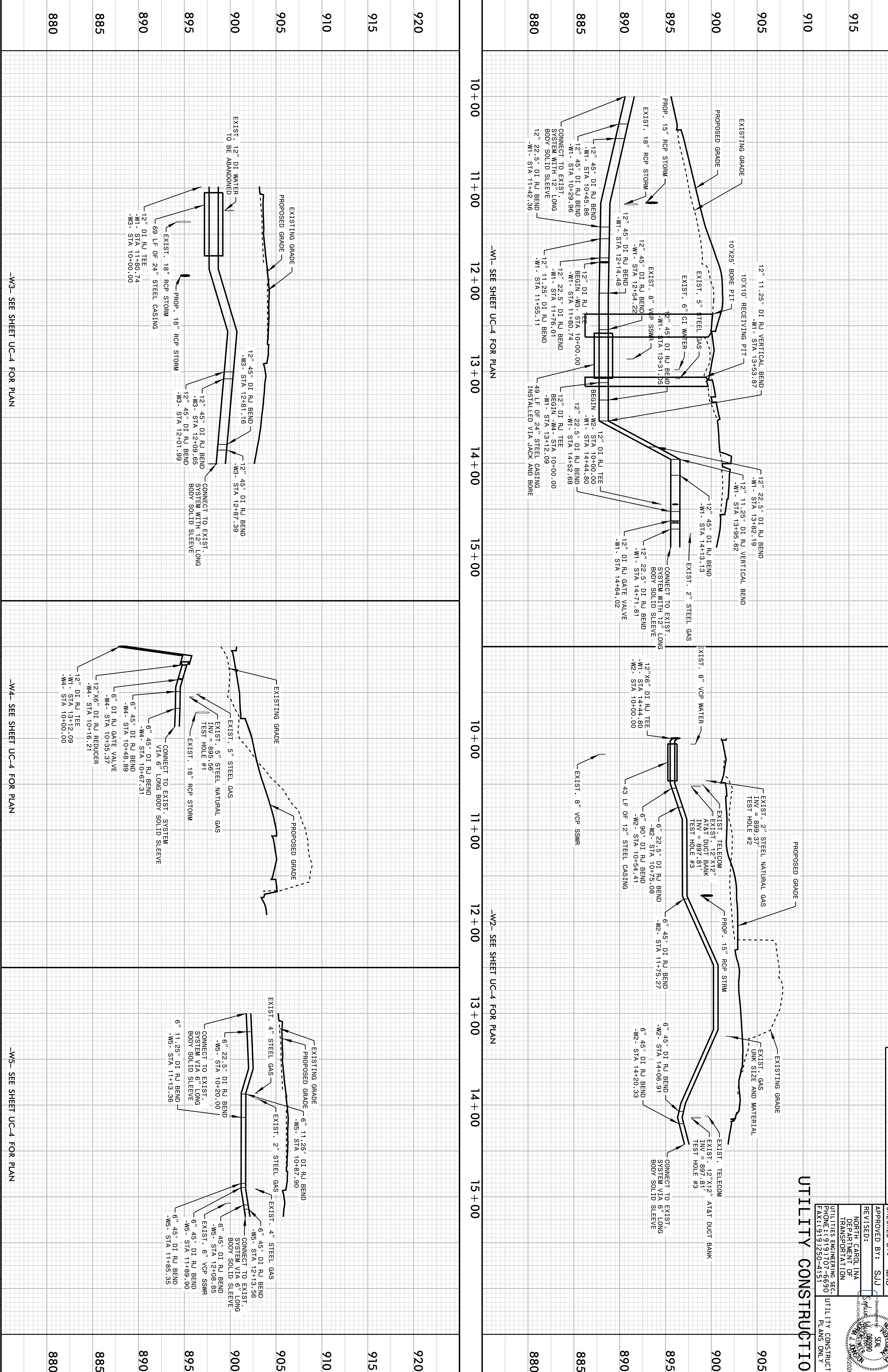
DESIGNED BY: SJU  
 DRAWN BY: BRM  
 CHECKED BY: MAS  
 APPROVED BY: SJU

REVISED:  
 NORTH CAROLINA  
 DEPARTMENT OF  
 TRANSPORTATION

UTILITIES ENGINEERING SEC.  
 PHONE: (919) 707-6690  
 FAX: (919) 250-4151

UTILITY CONSTRUCTION PLANS ONLY

**UTILITY CONSTRUCTION**



**AGREEMENT OVERVIEW**

NORTH CAROLINA  
IREDELL COUNTY

**DATE:** 1/27/2026

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: U-5964

WBS ELEMENTS: 45978.3.1

AND

CITY OF STATESVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

**SCOPE OF PROJECT (“Project”):** This Project consists of relocating waterlines impacted by converting a 5-approach intersection to a single lane roundabout on US 64 (Davie Avenue) and US 21 (Sullivan Road).

**ESTIMATED COST TO OTHER PARTY:** \$136,730.29

**PAYMENT TERMS:** The Department will invoice the City of Statesville in accordance with the terms defined herein. Reimbursement payments shall be made in full by the City of Statesville within sixty (60) days of the invoice date.

**MAINTENANCE:** The City of Statesville is responsible for all utility maintenance.

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department**, and the City of Statesville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

## I. WHEREAS STATEMENTS

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136-27.3; and,

**WHEREAS**, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

**WHEREAS**, the **Municipality** has requested that the **Department** perform work or provide services; and,

**WHEREAS**, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

**WHEREAS**, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

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

## II. RESPONSIBILITIES

### A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

### B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

## III. PROJECT DELIVERY REQUIREMENTS

### A. CONSTRUCTION

- i. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-5964, for the contractor to adjust and relocate utility

lines and/or provide betterment. The work is described as follows: 6" and 12" waterline relocation.

- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- iii. The Department's Standard Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the **Department**. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Department**, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply to that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in this section the **Department** would then enter into a contract with the **Municipality** for reimbursement to be made to the **Municipality** for necessary repairs performed by the **Municipality** and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the **Municipality** and the **Department's** assigned Resident Engineer.

## B. MAINTENANCE AND OPERATIONS

- i. Upon satisfactory completion of the utility relocations and successful placement of the utility lines into service, the **Municipality** shall assume responsibility for the normal maintenance and operation of the utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. The **Department** will invite the **Municipality** to the Final Inspection meeting with its contractor and will include the **Municipality** in the project acceptance notification. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with Paragraph B. i., the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities, which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

#### IV. COSTS AND FUNDING

##### A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for utility work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$136,730.29 as shown on the attached Exhibit "B".
- ii. Upon request by the **Municipality**, the **Department** will provide the **Municipality** with an updated estimate of the utility work based on the bid amounts in the awarded highway contract.
- iii. It is understood by both **Parties** that this is an estimated cost for the utility work described in this Agreement and is subject to change.

##### B. PAYMENT BY THE MUNICIPALITY

- i. Upon the satisfactory completion and the **Municipality's** acceptance of the relocations and adjustments of the utility lines covered under this Agreement, the **Department** may at its discretion submit an itemized invoice to the **Municipality** for partial costs incurred for the utility work. The partial cost invoice will not exceed 90% of the total utility work cost estimate. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for the balance of unpaid costs incurred for the utility work. Billings will be based upon the actual bid prices, the actual quantities used, and shall include the E&I charge described above.
- ii. Reimbursement payments shall be made in full by the **Municipality** within sixty (60) days of said invoices.
- iii. If the **Municipality** does not pay said invoices within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute

136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

**C. DOWN PAYMENT OR PRE-PAYMENT**

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

**V. STANDARD PROVISIONS**

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written supplemental agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

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

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

**D. OTHER AGREEMENTS**

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

**E. TITLE VI**

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

#### F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

#### G. DEBARMENT POLICY

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

#### H. INDEMNIFICATION

To the extent authorized by state and federal statutes, the **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

#### I. AVAILABILITY OF FUNDS

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

#### J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature; however, each **Party** agrees to maintain certification records and will produce said records upon request. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

**K. GIFT BAN**

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

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

**(DOCUSIGN ONLY)**

**CITY OF STATESVILLE**

Authorized Signer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Title: \_\_\_\_\_

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Fed Tax ID No: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Purchase Order, Ref. No., etc.:  
\_\_\_\_\_

Accounts Payable Contact:  
Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

**CITY OF STATESVILLE (INK SIGNATURES)**

Attest: \_\_\_\_\_ Authorized Signer: \_\_\_\_\_  
By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: \_\_\_\_\_ Finance Signer: \_\_\_\_\_  
Remittance Address: \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Date Signed: \_\_\_\_\_

Purchase Order, Ref. No., etc.: \_\_\_\_\_ Accounts Payable Contact:  
\_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_ Phone Number: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION (DOCUSIGN)**

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Bill Vaughan, Public Utilities Director  
**DATE:** 3/27/2026 8:35 AM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Consider approving a modification to the reimbursement agreement between the City of Statesville and Prestige Land & Site Works, LLC for the Third Creek Sewer Extension project.**

---

### **1. Summary of Information:**

In 2024 the City received a grant from the State of North Carolina to assist with the construction of the Third Creek Sewer Extension project, which will facilitate the continued operation and expansion of Origin Foods, located on Stamey Farm Rd. In the same time frame a development on the property adjacent to Origin foods was approved by the City (Briarwood subdivision, by Prestige Homes). Since the subdivision also needed the sewer extension and City policy is for private development to fund its own utility extensions, an agreement was reached between the City, Origin Foods, and Prestige Homes for the City's Public Utilities Department to administer the construction project, with Prestige Homes covering the design and any construction costs that exceed the State grant.

To formalize this agreement, on November 18, 2024 the City Council approved a reimbursement agreement with Prestige Land & Site Works, LLC for the Third Creek Sewer Extension project. The sewer extension is sized to accommodate Origin Foods, the Briarwood subdivision, and additional growth in the vicinity of I-40 Exit 46.

Recently, staff was notified that an additional \$3M in funding may be available in the form of a grant via NC DEQ. Prestige Homes has requested that the reimbursement agreement be modified to acknowledge the potential for additional funding. In the event that additional funds are available Prestige Homes will still be responsible for any project costs that exceed the grant total(s).

The proposed revised agreement is attached. Staff notes that a performance bond will be required from Prestige Homes (dba BBC Gilbert, LLC) to cover the construction cost.

Project design has been completed and staff received approval from DEQ to advertise for construction bids on March 25, 2026.

### **2. Previous Council or Relevant Actions:**

Nov 18, 2024: Council approved the reimbursement agreement with Prestige Land & Site Works, LLC for the Third Creek Sewer Extension project.

### **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:** N/A

**Strategic Plan Values:** We value Engagement.

Meets the goal of "Connecting our City" by providing utilities for today's needs while also planning for future industrial, commercial, and residential growth.

**4. Budget/Funding Implications:**

Acknowledging the potential for additional grant funding will facilitate

**5. Consequences for Not Acting:**

The original agreement does not include the performance bond requirement. Without that requirement, the possibility exists that the City may have to contribute to the construction cost in the event Prestige Homes elects not to proceed with the Briarwood subdivision and / or not fund the full construction cost.

**6. Department Recommendation:**

Staff recommends approving the modified reimbursement agreement with Prestige Homes (dba BBC Gilbert, LLC).

**7. Manager Comments:**

I concur with the department recommendation.

**8. Next Steps:**

Staff is proceeding with bid advertisement and will apply any additional grant funds to this project.

**9. Attachments:**

1. Prestige Development Reimbursement Agreement with City of Statesville - 3-24-26 Edits

AMENDED REIMBURSEMENT AGREEMENT

**NORTH CAROLINA  
IREDELL COUNTY**

This Amended Reimbursement Agreement, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2026 (this “Agreement”), by and between the City of Statesville, a North Carolina municipal corporation (hereinafter the “City”); and BBC Gilbert, LLC, a North Carolina limited liability company (hereinafter the “Developer”).

**WITNESSETH:**

- I. WHEREAS**, the Developer owns, or has entered into a contract to purchase, a parcel of land located on the south side of Interstate Highway 40, in Iredell County, North Carolina, and more particularly described on Exhibit A attached to this Agreement (hereinafter referred to as “the Developer Property”), which Developer intends to develop as a residential community to be known as Briarwood; and
- II. WHEREAS**, Origin Food Group, LLC, a North Carolina limited liability company (hereinafter the “Adjacent Property Owner”) owns a parcel of land located at 306 Stamey Farm Road, in Iredell County, North Carolina, located adjacent to the western boundary of the Developer Property and more particularly described on Exhibit B attached this Agreement (hereinafter referred to as “the Adjacent Property”), on which the Adjacent Property Owner operates a manufacturing facility for dairy products; and
- III. WHEREAS**, the Statesville City Council approved the extension of a sanitary sewer to serve the Developer Property and the Adjacent Property on November 18, 2024 (hereinafter the “Infrastructure Improvements”); and
- IV. WHEREAS**, the City has obtained a grant from the State of North Carolina to offset a portion of the cost of designing, permitting and constructing the Infrastructure Improvements, in the amount of \$2,955,000.00 (hereinafter the “State Grant”). Since the entry of this Agreement, the City may receive an additional grant from the State of North Carolina to assist in the Developer’s cost of designing, permitting and constructing the Infrastructure Improvements, in the amount of approximately three million and 00/100 Dollars (hereinafter the “Additional State Grant”); and
- V. WHEREAS**, the City has agreed that the Developer will design, permit, and obtain utility easements for the Infrastructure Improvements on behalf of the City, and be entitled to reimbursement by the City of the costs incurred by the Developer in undertaking the design, permitting, and utility easement acquisition for the Infrastructure Improvements, said costs being allocable to the City’s project contribution total and not exceeding the amount of the State Grant and the Additional State Grant; and

- VI. **WHEREAS**, the Parties of this Agreement desire to enter into this amended Agreement in order to fully set forth the terms and conditions as to the Infrastructure Improvements and the cost participation agreed to by the City; and
- VII. **WHEREAS**, the Code of the City of Statesville Sec. 23-252(a) requires all plans for the Infrastructure Improvements to be prepared and submitted to the city and appropriate state agencies for their approval; and
- VIII. **WHEREAS**, the City is authorized to enter into this Agreement pursuant to N.C. General Statute §160A-16, and may contract with the Developer to carry out the public purposes set forth herein; and
- IX. **WHEREAS**, the City is authorized to enter into a reimbursement agreement pursuant to N.C. General Statute §160A-499, et seq.; and
- X. **WHEREAS**, the Developer has the authority to enter into this Agreement; and
- XI. **WHEREAS**, the Parties wish to formalize the terms of this agreement by repealing the entirety of the original Agreement and execution and adoption of this amended Agreement and understand that certain terms of this Agreement may be adjusted based upon a change of the scope of this work, not exceeding the State Grant and the Additional State Grant.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

## **ARTICLE I**

**General Terms:** All terms of this Agreement shall become enforceable upon signing of the Agreement by the Developer and ratification by the City.

## **DEFINITIONS**

**A. “Actual Construction Cost(s).”** The amount of costs incurred for the design, permitting, and construction of the Infrastructure Improvements upon the final completion and approval of the work by the North Carolina Department of Environmental Quality, inclusive of any easement acquisition costs, but exclusive of legal fees or administrative costs of the Developer.

**B. “Construction Documentation.”** The following documentation is required to be supplied by the Developer under this Agreement: construction plans, as-built drawings (surveys, plats, or any other documentation or electronic file required by the City), and all written denials or approvals of work performed for the Reimbursable Project.

**C. “Reimbursable Project.”** The design, construction, permitting, and easement acquisition of the Infrastructure Improvements.

**D. “Reimbursement.”** Monies to be reimbursed to the City by the Developer pursuant to Article II, Section V and Article III, Section I.a below.

**E. “Infrastructure Improvements.”** The extension of approximately 9,200 linear feet of a sanitary sewer trunk line from its existing terminus in Third Creek near 17<sup>th</sup> Tee Lane to a point in Third Creek near the center of the Developer Property, where the sewer system currently serving the Adjacent Property is located.

**F. “Project Engineer.”** W.K. Dickson or another engineering firm licensed to perform work in the State of North Carolina.

## **ARTICLE II**

### **DEVELOPER’S DUTIES**

- I.** The Developer’s Project Engineer will prepare a complete set of plans and specifications which shall be approved by the Developer and the City prior to the commencement of construction. The Project Engineer will also provide bid assistance and construction oversight assistance to the City for the Infrastructure Improvements. The Plans and specifications for the Infrastructure Improvements, as approved by the Developer and the City, are referred to in this Agreement as the “Approved Plans and Specifications.”
- II.** All Infrastructure Improvements shall be constructed in accordance with the Approved Plans and Specifications. The Project Engineer shall incorporate the City’s most recently updated “Standard Water & Sewer Specifications & Details” in the Approved Plans and Specifications for the Infrastructure Improvements. All final work after construction must be approved by the North Carolina Department of Environmental Quality and the City’s appointed representative.
- III.** The Developer shall allow City access to all Construction Documentation and the construction site as the City requires to supervise the construction of the Reimbursable Project. Developer shall also retain all records associated with the Reimbursable Project, and allow the City to audit such records as needed.
- IV.** Subject to the City’s reimbursement obligations under Article III, which are solely dependent on the receipt of the State Grant and Additional State Grant, the Developer shall be financially responsible for all of the initial and final or other engineering and easement acquisition expenses associated with the construction of the Reimbursable Project, including, but not limited to, preliminary engineering services, design engineer service, bid assistance, construction engineering assistance, and final engineering (project documentation, etc.) assistance, and easement acquisition which includes all costs associated with any condemnation that must become necessary.
- V.** The Developer shall be financially responsible for any and all design, easement acquisition, condemnation, construction, performance bonds, insurance expenses, or other costs of the Reimbursable Project which are in excess of the State Grant and

Additional State Grant funds received by the City. The Developer shall pay any invoice presented by the City within thirty (30) days of the date of issuance for these costs. The invoice shall set forth where relevant, the services performed, hours worked providing the services, the hourly rate of pay, the value of the easements, and the property description of the easement being obtained.

- VI. Developer shall obtain a performance bond in the amount of 110% of the bid cost to construct the Infrastructure Improvements, which shall remain in full force and effect, to the benefit of the City of Statesville, until all Infrastructure Improvements have been completed.
- VII. Developer's Responsibilities with Grant Funds
  - A. The Developer shall be responsible for preparing quarterly financial reports for the City, outlining all Grant Funds requested.
  - B. The Developer shall maintain all reports, records, and other information available to them for oversight, monitoring, and evaluation purposes related to the Grant Funds.
  - C. All use of Grant Funds shall comply with N.C. Gen. Stat. 143C-6-23.

### **ARTICLE III**

#### **CITY'S DUTIES**

- I. Using proper bidding procedures, the City shall award the construction work associated with the Reimbursable Project (with bid assistance from the Developer's Project Engineer) to a general contractor properly licensed in the State of North Carolina (the "Contractor"), and cause the Contractor to construct the Infrastructure Work in accordance with the Approved Plans and Specifications prepared by the Developer's Project Engineer. The City shall be the construction manager (with construction oversight assistance from the Developer's Project Engineer) for the construction work associated with the Reimbursable Project and shall fund the costs of the Reimbursable Project (subject to reimbursement by Developer as provided below) from the State Grant, Additional State Grant, and City funds, as follows:
  - a. Within thirty (30) days after the final approval of the Approved Plans and Specifications for the Infrastructure Improvements, the City shall reimburse the Developer for:
    - (1) All reasonable and documented costs and expenses incurred by the Developer in obtaining the rights-of-way and temporary construction easements described in Section II below but not to include the reimbursement of improvements required by any land development regulations of the City of Statesville,

- (2)** All reasonable and documented costs and expenses incurred by the Project Engineer in providing the design services described in Article Section I above, and in obtaining the permits for the Infrastructure Improvements, and
- (3)** Costs associated with items (1) and (2) are allocable from the infrastructure improvement grant provided by the City and will reduce the grant amount used for the City reimbursement calculation.

**b.** In connection with the preparation of the plans and specifications for the Infrastructure Improvements, the City shall furnish to the Project Engineer any information that it has in its possession or control regarding the capacity of the existing Third Creek Wastewater Treatment Plant and its associated collection system facilities (lift stations). Any required capacity improvements to the associated collection facilities will be considered allocable Infrastructure Improvement construction costs.

**c.** The Contractor shall submit to the City, no more frequently than monthly, an application for payment certified by the Developer's Project Engineer (the "Application for Payment"), accompanied by appropriate supporting documents. Each Application for Payment shall (a) itemizes the elements of the Infrastructure Improvements that have been completed; (b) include an interim lien waiver from the Contractor and (if applicable) the Project Engineer, in a form acceptable under the laws of North Carolina, certifying that it has been paid in full through the date of the last Application for Payment; and

**d.** Following the substantial completion of the Infrastructure Improvements, and the acceptance of the Infrastructure Improvements by the City and NCDEQ, the Contractor shall submit a final Application for Payment, accompanied by a final lien waiver from the Contractor and the Project Engineer, in a form acceptable under the laws of North Carolina. Within fifteen (15) days after receipt of each Application for Payment, the City shall pay to the Contractor the amount specified on the Application for Payment. The City shall have no obligation to pay for any item on the invoice which falls outside the purpose of the grant to extend this sewer line. Any inclusion of such an item would become the sole financial responsibility of the Developer. All parties shall ensure that grant funds are used for grant purposes.

**e.** Notwithstanding the foregoing, the maximum amount that the City shall be required to contribute under this Agreement shall be the amount of the State Grant and Additional State Grant (the "Reimbursement Cap") and shall be contingent upon the City's receipt of these amounts by way of grants from the State of North Carolina pursuant to N.C.G.S. 143C-6-8.. The Reimbursement Cap shall be reduced if the City receives less than any anticipated amounts of the grants to the actual amount received in the grants by the City. Any costs of designing, permitting, easement acquisition, or constructing the Infrastructure Improvements in excess of the Reimbursement Cap shall be borne solely by the Developer and shall be reimbursed to the City. After the Reimbursement Cap has been reached, the City shall present Developer with any invoices

due for either the design, planning, construction, or engineering. The developer shall reimburse the City within thirty (30) days of receipt of the invoice.

f. The City shall have the right to request an increase to the size of the sewer trunk line beyond the size that is needed to serve the proposed development on the Developer Property and the proposed expansion of the manufacturing facility on the Adjacent Property, so that the trunk line can serve future growth in the area. In that event, the parties shall agree in advance on the amount of increased costs associated with the upsizing of the trunk line. The calculated cost attributable to the upsizing (betterment) will be counted toward the Reimbursement Cap.

g. If the City does not receive either the State Grant or the Additional State Grant, Grant Funds”), then the City shall have no obligation to reimburse the Developer for the Reimbursable Project, including but not limited to any cost associated with the easement acquisition, design, engineering, or construction contemplated herein with exception to any cost associated solely with subparagraph (f) above wherein the City has requested to increase the size of the sewer trunk line beyond the size that is needed to serve the proposed development on the Developer Property.

h. If this contract terminates due to any reason, then any unexpended funds shall revert to the State of North Carolina.

## II. City’s Responsibility in Use of Grant Funds

a. All grant funds and interest earned from the funds shall be maintained by the City in a separate fund and shall be monitored for adequate oversight to prevent the misuse of grant funds.

b. The City shall be responsible for preparing quarterly financial reports for subgrantee, outlining all Grant Funds expended.

c. The City shall be responsible for managing and monitoring the Reimbursable Project.

d. The City shall suspend further disbursements or use of grant funds if it is discovered that either the City or the Developer have not followed the rules and procedures of either this contract or the grant. Ceasing to follow the rules of either the grant or this contract shall constitute a default under this contract which shall be governed under Article IV of this Agreement. The City shall reinstate the qualified disbursements and use of grant funds as the parties resolve the dispute through the default mechanisms of Article IV.

e. All use of Grant Funds shall comply with N.C. Gen. Stat. 143C-6-23.

## **ARTICLE IV**

### **PUBLIC BIDDING REQUIREMENTS**

- I. Both Parties acknowledge that under N.C. General Statutes §160A-499(d) and N.C. General Statute §143-129, the costs of this construction work are expected to require the City to use formal competitive bidding methods set forth in Article 8 of Chapter 143 of the North Carolina General Statutes. As costs for this construction work are expected to exceed Five Hundred Thousand Dollars and No/Dollar (\$500,000.000), the City shall be required to use formal bidding procedures as set forth in the General Statutes.

**ARTICLE V  
MISCELLANEOUS**

- I. **Design.** It shall be the responsibility of the Developer to fully design the Reimbursable Project, and to provide construction drawings for the Infrastructure Improvements to the City, and to ensure that any and all required regulatory approvals for the Reimbursable Project are in place before beginning construction.
- II. **Indemnification.** The Developer agrees to protect, defend, indemnify, and hold the City and its officers, employees, and agents free and harmless from and against losses penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities arising from all claims, liens, demands, obligations, actions, proceedings, or cause of action by the Developer or third parties in connection with the performance of the Developer’s obligations under this Agreement, its agents, employees, and contractors.
- III. **Notices.** All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery shown on the return receipt. Notice given in any other manner shall be effective upon the actual receipt by the addressee. Notice shall be issued to the Parties at the following addresses:

To the City:

The City of Statesville  
Attn: City Manager  
227 South Center Street  
Statesville, NC 28677  
P. (704) 878.3550  
F. (704) 878.3514  
Email:

To the Developer:

Prestige Acquisitions, LLC

7224 Jameson Way  
Stanley, NC 28164  
Attn: Steven Bailey  
Email: [steve@pcdlc.net](mailto:steve@pcdlc.net)

- V. Expiration of Agreement.** If the Developer does not commence construction of the Reimbursable Project within twelve (12) months of the date of this Agreement absent delays outside of Developer's control (including delay in obtaining any right of way and/or easement dedications), this Agreement shall terminate, and the parties shall have no further obligations under this Agreement. Otherwise, this Agreement shall last two (2) years from the date of the execution of this Agreement. Any reimbursements earned but not requested by the Developer at the expiration of this two (2) year period shall expire and no longer be available to the Developer or any other party provided that Developer may request an extension in the event of delays outside of the Developer's control, the consent for which shall not be unreasonably withheld.
- V. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Each party consents to the jurisdiction of Iredell County. Further, this Agreement is entered under the authority of N.C. General Statutes 160A-499, and any provision hereof in conflict with that authority shall be null and void.
- VI. Default.** The terms and conditions of this Agreement shall be enforceable by the parties only by actions for specific performance or injunctive relief, subject to any defenses that may be asserted. Neither party shall be liable here under for special, consequential, lost profit, or punitive damages. Any defaulting party under this Agreement must first be given notice of such breach and an opportunity to cure the breach within fifteen (15) days using commercially reasonable diligence. If the breaching party does not cure within fifteen (15) days, either Party may compel mediation between the parties to determine if the issues can be resolved amicably. In the event that the parties did not agree at a mediation, the parties agree to a binding Arbitration in Iredell County, North Carolina pursuant to the American Arbitration Association Rules. The Arbitration provisions shall be pled in bar to any suit against Seller. Any failure or omissions of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance.
- VII. Authority.** The City and the Developer each warrant and represent to the other that it has full right and authority to enter into this Agreement, and that the person signing on behalf of each party is authorized to do so.
- VIII. Relationship of the Parties.** This Agreement shall not be considered to create a joint venture, partnership or other legal relationship between the parties or as giving the right of either party to legally bind the other party in any manner or to be able to incur debts or liabilities on behalf of the other party or create a condition in which either party shall share or be responsible for the debts or liabilities of the other party. This Agreement shall not be considered to constitute the appointment of either party as a representative of

the other party.

- IX. Severability.** If any provision of this Agreement is held by a Court of competent jurisdiction to be in valid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- X. Amendment.** This Agreement may not be amended or terminated except by written agreement signed by both parties.
- XI. Easements.** The City agrees, at the request of the Developer, to assist the Developer in negotiations with adjacent property owners to obtain the necessary easements for the construction and operation of the Infrastructure Improvements. The Developer shall obtain such easements at its own expense, the costs of which may be included in the expenses that are reimbursable under this Agreement, and the City shall have no obligation to incur such costs. However, the City shall, at the request of the Developer, notify any adjacent property owners that the City may pursue an action for eminent domain to acquire the necessary easement rights if the Developer and such adjacent property owner are unable to reach agreement on the terms of such easements.
- XII. Assignment.** This Agreement may not be assigned by the Developer.
- XIII. Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, covenants, or obligations except as set forth in this Agreement. This Agreement supersedes any and all prior and contemporaneous agreements, understandings, negotiations, and discussions relating to the subject matter hereof, written or oral, of the parties. The rights, obligations, limitations and duties of this Agreement inure to the benefit of the successors and/or assigns of the parties.
- XIV. Future Maintenance.** Once the Reimbursable Project is approved by the North Carolina Department of Environmental Quality, the City shall have the continuing and ongoing obligation to maintain and repair the same outside of any warranty issues presented during the first year after acceptance.
- XV. Approval.** This Agreement does not guarantee any specific approvals of any proposed annexation requests.
- XVI. Exhibit List.** The following exhibits are hereby incorporated by reference:
- a. Exhibit A: Legal Description of the Developer Property
  - b. Exhibit B: Legal Description of the Adjacent Property
- XVII. Conflict of Interest.** Developer shall maintain a conflict-of-interest policy governing conflicts that may arise involving Developer's management employees and members of its board of directors or other governing body in compliance with N.C. Gen. Stat. 143C-6-23(b).

**XVIII. No Overdue Tax Debts.** Prior to the City's first required Reimbursement payment, Developer shall submit a writing to the City stating under oath that it does not have any overdue tax debts as defined by N.C. Gen. Stat. 105-243.1, at the federal, state, or local level in accordance with N.C. Gen. Stat. 143C-6-23(c).

**XIX. Antitrust Laws.** This contract is entered into in compliance with all State and Federal antitrust laws.

**XX. Compliance with Law.** The Developer shall be responsible for compliance of all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of the Developer's business and work performance under this Agreement, including those of Federal, State and local agencies having appropriate jurisdiction.

**XXI. Certification.** The Developer certifies that they have not been debarred or suspended from receiving Federal or State funds.

**XXII, Contingency on Appropriation of Funds.** This Agreement, and the City's responsibilities and duties to pay any money due under this Agreement, is contingent on the City's receipt of both the State Grant and Additional State Grant from the State of North Carolina pursuant to N.C.G.S. 143C-6-8. If the City does not receive this grant, for any reason, then this Agreement shall be void and terminate.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first written above.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**THE CITY OF STATESVILLE**

BY: \_\_\_\_\_  
J. Doug Hendrix, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Emily Kurfees, Clerk of Statesville

**NORTH CAROLINA**

**IREDELL COUNTY**

I, \_\_\_\_\_, am Notary Public of said County and State, certify that Emily Kurfees who is known to me, personally came before me this day and acknowledged that she is the Clerk of the City of Statesville, and that by authority duly given and as the act of the body politic, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

(SEAL)

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

BY: \_\_\_\_\_  
Gina Lawrence, Chief Financial Officer

**BBC Gilbert, LLC**, a North Carolina limited liability company

BY: \_\_\_\_\_  
[PRINT NAME, TITLE]

**NORTH CAROLINA**

**IREDELL COUNTY**

I, \_\_\_\_\_, a Notary Public in and for County and State of \_\_\_\_\_, do certify that \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company, in his capacity as \_\_\_\_\_ of BBC Gilbert, LLC, a North Carolina limited liability company.

WITNESS my hand and official stamp or seal, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

(SEAL)

# CITY COUNCIL ACTION REQUEST

**TO:** Mayor and Council  
**FROM:** Ron Smith, City Manager  
**DATE:** 4/2/2026 8:29 AM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Consider approving a resolution opposing state legislation limiting local governments' ability to increase property tax.**

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### **1. Summary of Information:**

North Carolina's Constitution currently grants the General Assembly the authority to allow local governments to levy property taxes, provided those taxes are authorized by general law and applied uniformly across the State. Under existing law, municipalities are generally limited to a maximum property tax rate of \$1.50 per \$100 of assessed value.

A proposal recently introduced in the North Carolina General Assembly, and discussed by the House Select Committee on Property Tax Reduction and Reform, would restrict local governments' ability to generate property tax revenue. The current proposal would place a constitutional amendment before voters requiring the General Assembly to enact laws limiting the annual growth in property tax levies, stating: "The General Assembly shall enact general laws limiting the amount by which the levy of taxes on property may increase, which may include exceptions."

While the intent of this proposal is to provide taxpayer protections, it raises significant concerns for municipalities. Such limitations could directly impact a local government's ability to fund essential services that residents and businesses rely on every day. Public safety alone typically accounts for more than 50 percent of a municipality's budget.

For our City, property tax revenue represents approximately 48 percent of total revenues and serves as the primary funding source for public safety, public works, and recreation. Restricting the City's ability to adjust property tax rates in response to rising costs would limit our capacity to maintain current service levels and respond to community needs.

Over the past five years, the City has experienced substantial increases in operational costs, including salaries, equipment, and capital needs. For example, the cost of fire apparatus is now approximately \$1.5m, while five years ago that number was less than \$1m. Property tax revenues are critical to funding these essential investments, particularly in fire protection and emergency response.

The North Carolina League of Municipalities is encouraging cities to communicate these concerns to state legislators. Preserving local flexibility in setting property tax rates is essential to ensuring that municipalities can continue to provide high-quality, reliable services to their residents.

**2. Previous Council or Relevant Actions:**

City Council has the ability to lower or raise property tax up to \$1.50 per \$100 of assessed value.

**3. Strategic Initiatives Supported/Impacted:**

**Developing Our City:** Attract and retain a talented, engaged workforce responsive to the needs of our growing community.

**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:** We value City Staff.

Opposition to the proposed constitutional amendment aligns with the City of Statesville's Strategic Plan by preserving the City's ability to provide high-quality public services and responsibly manage resources in support of its mission. Maintaining local control over property tax decisions ensures the City can continue investing in public safety, infrastructure, and workforce development.

**4. Budget/Funding Implications:**

The current tax rate for the City is \$0.5176/\$100 in value. This constitutional amendment could limit how we raise the tax rate.

**5. Consequences for Not Acting:**

Our State Legislators will not know how the bill could affect the City.

**6. Department Recommendation:**

Approve the resolution as written.

**7. Manager Comments:**

There are obvious problems with limiting the ability of a municipality or county to control their own tax rate. Many times we do not know about emergent needs until we are in the budget process. Statesville has been fortunate to have enough revenue to cover those costs, without tax increases, but that might not always be the case.

Additionally, if this type of legislation is adopted by the Legislature, where does it lead? If local control of revenue generation is stripped and ceded to the state, do we then lose the ability to control water, sewer, electric rates? Do we lose the ability to impose fees for services that cover the costs of providing those services?

This is a precedent that does not need to be set; state legislators do not know the true needs of our constituents, and therefore should not impose their control on our local decision making process. I strongly recommend adopting this resolution.

**8. Next Steps:**

The City Clerk will send the resolution to the state legislators.

**9. Attachments:**

1. Resolution Opposing Property Tax Limits
2. NCGA\_Summary - Const. Amend. Property Tax Levy Limit (1)

**RESOLUTION OPPOSING STATE LEGISLATION  
THAT LIMITS LOCAL PROPERTY TAX AUTHORITY AND  
THREATENS CORE PUBLIC SERVICES**

**WHEREAS**, Section 2 of Article V of the North Carolina Constitution states, in part, that "The General Assembly shall not authorize any county, city or town, special district, or other unit of local government to levy taxes on property, except for purposes authorized by general law uniformly applicable throughout the State, unless the tax is approved by a majority of the qualified voters of the unit who vote thereon," and

**WHEREAS**, the City of Statesville property tax revenues help to fund City operations for the safety and welfare of our citizens, including every police officer dispatch, every fire fighter call for assistance, and public safety equipment such as police and fire vehicles, radios, and gear that protects them while they protect our citizens; and

**WHEREAS**, Unlike enterprise services funded through user fees, these general government services rely almost entirely on property tax revenue, making them especially vulnerable to any restrictions on that revenue source; and

**WHEREAS**, the City of Statesville revenue from property taxes as a percentage of general revenues in Fiscal Year 2024/2025 is 48%; and

**WHEREAS**, Proposed legislation would impose limits on the growth of local property tax revenues, including levy limits and requirements for voter approval to exceed those limits; and

**WHEREAS**, Such limitations would significantly restrict the ability of local governments, including the City of Statesville, to maintain service levels, respond to growth, and plan responsibly for the future, particularly in communities experiencing continued population increases; and

**WHEREAS**, Public safety services, especially law enforcement, represent one of the most critical and resource-intensive responsibilities of local government, requiring consistent and predictable funding to ensure adequate staffing, training, and response capabilities; and

**WHEREAS**, Imposing rigid caps on property tax revenue would force local governments into a reactive financial posture, resulting in delayed investments, reduced service levels, and increased long-term costs to residents; and

**WHEREAS**, Requiring voter referenda to exceed arbitrary revenue limits would introduce uncertainty and delay into the funding of essential services that must be maintained without interruption; and

**WHEREAS**, Local elected officials are directly accountable to their residents and are best positioned to make informed decisions regarding taxation and service levels based on community needs; and

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City of Statesville strongly opposes any state legislation that limits local property tax authority, including levy limits, revenue caps, or mandatory voter referenda to exceed such limits;
2. The City affirms that property tax flexibility is essential to funding core public services, including law enforcement and community amenities that directly impact residents' daily lives;
3. The City urges the North Carolina General Assembly to reject any legislation that would undermine the ability of municipalities to fund essential services;
4. The City further urges state leaders to recognize that limiting property tax revenues will not reduce the need for services, but will reduce the ability to provide them effectively;
5. The City supports the current property tax revenue program outlined by the Constitution of the State of North Carolina, which places ultimate authority with a municipality's citizens on property tax rate changes;
6. The City Clerk is directed to transmit this resolution to:
  - o Members of the North Carolina General Assembly representing Iredell County,
  - o Leadership of the North Carolina General Assembly,
  - o The North Carolina League of Municipalities.

**ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.**



# Bill Draft 2025-MCfy-226: Const. Amend. Property Tax Levy Limit.

2025-2026 General Assembly

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|                       |                                                             |                     |                      |
|-----------------------|-------------------------------------------------------------|---------------------|----------------------|
| <b>Committee:</b>     | House Select Committee on Property Tax Reduction and Reform | <b>Date:</b>        | March 18, 2026       |
| <b>Introduced by:</b> |                                                             | <b>Prepared by:</b> | Dan Ettefagh         |
| <b>Analysis of:</b>   | 2025-MCfy-226                                               |                     | Committee Co-Counsel |

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**OVERVIEW:** Bill Draft 2025-MCfy-226 would submit to the voters of North Carolina the question of whether to amend the State Constitution to require the General Assembly to enact legislation limiting the property tax levy increase by counties and cities.

**CURRENT LAW:** The State Constitution may be amended by either a constitutional convention or by legislative action. An amendment proposed by legislative action must be approved by a vote of three-fifths of each house and submitted to the voters of the State. If a majority of the voters of the State approve, the amendment becomes effective either the January following the public vote or the date provided in the enactment.

The North Carolina Constitution (i) vests in the General Assembly the authority to grant units of local government the ability to levy property taxes and (ii) requires the authorization of those levies to be for purposes authorized by general law uniformly applicable throughout the State. The North Carolina General Statutes currently limits the authorization of property taxes generally to a maximum rate of \$1.50 per \$100 of value.

**BILL ANALYSIS:** The bill draft would submit to the voters of North Carolina, the question of whether to amend the State Constitution to require the General Assembly to enact limits on the amount by which the authorized property tax levy could be increased and allow for exceptions applicable to the limitations enacted.

The ballot question would be considered at the statewide general election to be held on November 3, 2026, and the ballot question would read:

"Constitutional amendment requiring limits on property tax increases by local governments."

**EFFECTIVE DATE:** This act is effective when it becomes law. If approved by a majority of the voters in the November 3, 2026, election, the amendment to the North Carolina Constitution will become effective upon certification of the referendum results.

Kara McCraw  
Director



Legislative Analysis  
Division  
919-733-2578

This bill analysis was prepared by the nonpartisan legislative staff for the use of legislators in their deliberations and does not constitute an official statement of legislative intent.

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Lesley Marion, Minimum Housing & Code Compliance Supervisor  
**DATE:** 3/27/2026 8:11 AM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Conduct a public hearing regarding the condemnation of an abandoned, dilapidated dwelling and any accessory structure located at 409 Monroe Street and consider approving the first reading of an ordinance to demolish the dwelling as unsafe and dangerous condition.**

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### **1. Summary of Information:**

The dwelling is owned by Ann Louise Reid ETAL C/O Stephen C Howell. The dwelling is unsecured and is a haven for wildlife. The entire back exterior wall has collapsed. The roof, fascia and soffit have severe deterioration, and rot. The bathroom and other rooms are exposed to outside elements. The front porch floor, ceiling and roof have significant rot. Electrical wires and plumbing are undetermined. The west side foundation of the house is sagging.

The tax value of the dwelling is \$25,580. The estimated costs to attempt to repair the structure are greater than \$26,500. The estimate includes a roof replacement of approximately \$14,000 (shingles, rafters, soffit, fascia and sheathing). Major bathroom rebuild \$12,500. kitchen rebuild heat source, plumbing and electrical are unknown. The dwelling is unsafe for an interior inspection. 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 City contracted trash removal in March 2025.

### **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:**

The city has utilized contracted services for a total of \$150.00 for cleaning up the property. In addition, back taxes of \$5,242.18 are owed. The total owed on the property is \$5,393.18

### **5. Consequences for Not Acting:**

This dwelling will continue to deteriorate and will ultimately collapse.

**6. Department Recommendation:**

Staff's recommendation is to approve the ordinance to demolish the dwelling and any accessory structure at 409 Monroe Street.

**7. Manager Comments:**

I concur with the department recommendation.

**8. Next Steps:**

If approved, second reading will be on May 11, 2026. If the second reading is approved there will be a bid out for contracted services. However, if the contact services costs are not paid by owner, city can foreclose.

**9. Attachments:**

1. Site Photos
2. CondemnationOrd--
3. Map



**Front face of 409 Monroe Street**



**Exposed rooms at rear portion of house 409 Monroe Street**



**Exposed backside bathroom and west side of 409 Monroe Street**



**Rear addition and collapsed accessory structure**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DIRECTING THE PLANNING DIRECTOR TO DEMOLISH THE MAIN STRUCTURE AND ACCESSORY STRUCTURE LOCATED AT 409 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 409 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 Ann Louise Reid ETAL C/O Stephen C Howell 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 **February 14<sup>th</sup>, 2024** to vacated, secured or demolish said building by **June 20<sup>th</sup>, 2024** 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 **April 13<sup>th</sup>, 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 **April 2<sup>nd</sup>, 2026** and **April 9<sup>th</sup>, 2026**, all in accordance with G.S. 160A-364,448; and

WHEREAS, said public hearing was held on **April 13<sup>th</sup>, 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 **409 Monroe Street**, Statesville, North Carolina, in accordance with the order of the Ordinance Enforcement Inspector to the owner and parties in interest dated **February 14<sup>th</sup>, 2024**.

The legal description of the above-named house as found in **Deed Book 1463 at Pages 213** Iredell County Register of Deeds is as follows:

**BEGINNING at a stake on the North side of Monroe Street in the City of Statesville, North Carolina, as said street is platted and laid out on the map of the lands of Isidore Wallace, said map being recorded in Deed Book 32, Page 601, Iredell County Registry, said stake being 100 feet East of the Southwest corner of the original tract of land purchased by the Statesville Lumber Company from Isidore Wallace, the deed of said tract being recorded in Deed Book 44, Page 61, Iredell County Registry; and running thence with Monroe Street North 87 deg. East 50 feet to a stake; thence parallel with the Western**

boundary line of said lot purchased from Isidore Wallace by Statesville Lumber Company, North 3i deg. East 150 feet to a stake; thence parallel with Monroe Street, South 87 deg. West 50 feet to a stake; thence parallel with second boundary line South 3 deg. West 150 feet to the BEGINNING corner on Monroe Street, the same being the identical property conveyed to Julia Howell, Anna L. Williams and Waddell Brown by deed of Jack R. Harris and wife, Mary S. Harris, and T. C. Homesley, Jr. arid wife, Jean H. Homesley, dated February 28, 1969, and recorded in Deed Book 499, Page 72 of the Iredell County Registry.

**PIN: 4744-31-0829**  
**Property address: 409 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 **4<sup>th</sup> day of May 2026** and shall be recorded with the Iredell County Register of Deeds and **shall be indexed in the Grantor section in the name of Ann Louise Reid ETAL C/O Stephen C Howell**, 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 **13<sup>th</sup> day of April 2026.**

Ayes:

Nays:

The second and final reading of this ordinance was heard on the **4<sup>th</sup> day of May 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 **4<sup>th</sup> day of May 2026.**

CITY OF STATESVILLE

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Index in the Grantor section in the name of Ann Louise Reid C/O Stephen C Howell in accordance with G. S. 160A-443(5).**

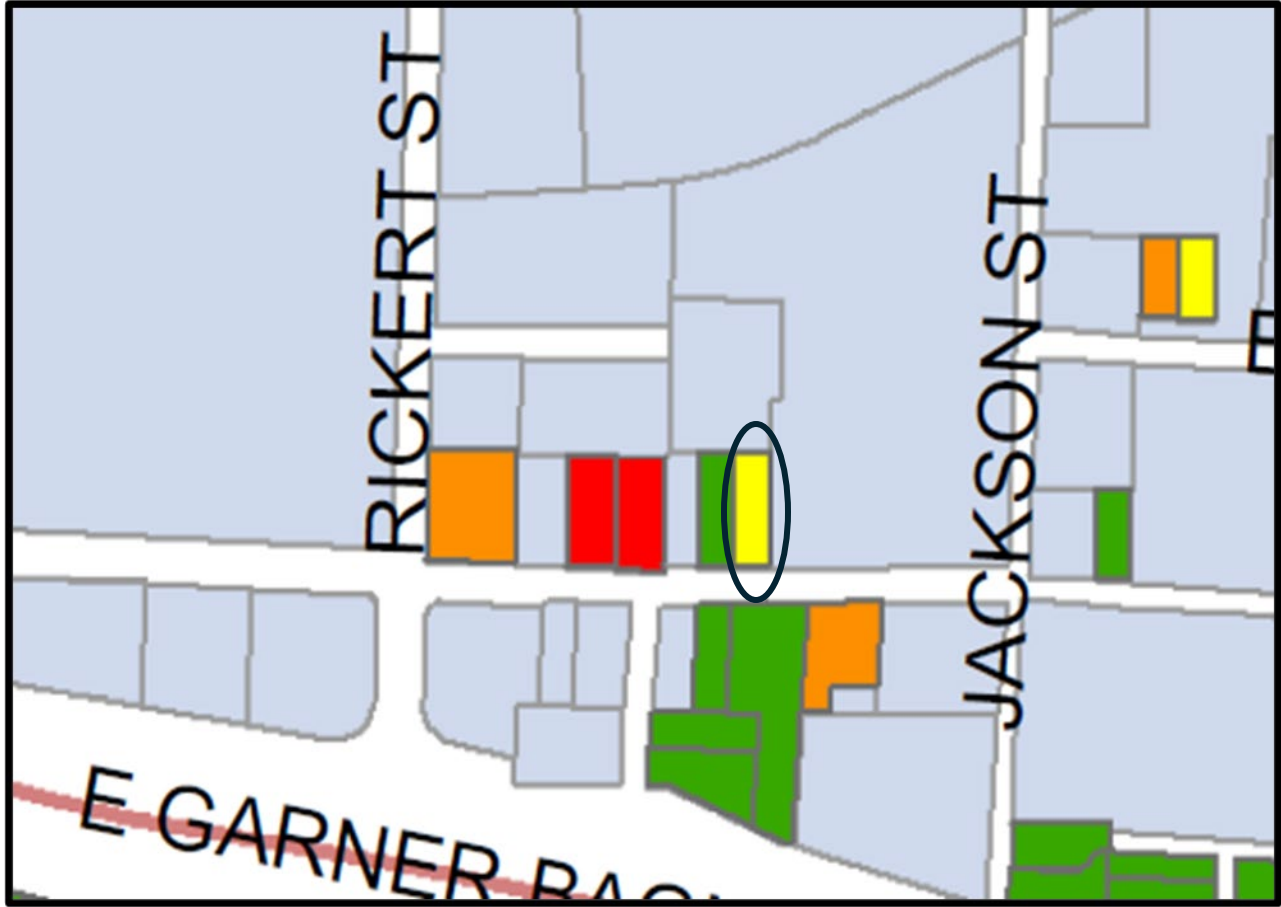
\*\*\*\*\*

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 6  
409 Monroe Street  
2020 Housing Inventory / 30 Beyond Reasonable Repair List

# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Lesley Marion, Code Enforcement Supervisor  
**DATE:** 4/6/2026 4:45 PM

---

**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Conduct a public hearing regarding the condemnation of an abandoned, dilapidated dwelling located at 1115 Old Charlotte Road and consider approving the first reading of an ordinance to demolish the dwelling as unsafe and dangerous condition.**

---

### **1. Summary of Information:**

The dwelling is owned by CRIM MIDGE R HEIRS. The dwelling is unsecured and has been a haven for unhoused people, and wildlife. The front is open, and the back door has been removed. All (9) nine windows are missing or broken. The roof, fascia, and soffit have deteriorated and have significant rot. Most ceilings have collapsed or have holes. Interior walls are removed or have holes. Some electrical wires and plumbing have been removed. Kitchen, bathroom, and heat source have been removed. The backdoor area's interior walls and floor have significant rot.

The tax value of the dwelling is \$24,310. The estimated costs to attempt to repair the structure are greater than \$45,075. The estimate includes a roof replacement of approximately \$14,000 (shingles, rafters, soffit, fascia, and sheathing). Window (9) \$6,075, kitchen and bathroom rebuild \$25,000. Heat source, plumbing and electrical are unknown. 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 City contracted property trash removal in February 2021 and has continuous mowing fees.

### **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:**

The city has utilized contracted services for a total of \$1,100 for trash removal, and mowing lien of \$3,750. In addition, back taxes of \$3,111.05 are owed. The total owed on the property is \$7,961.05.

### **5. Consequences for Not Acting:**

This dwelling will continue to be a haven for unhoused people, wildlife and will continue to deteriorate.

Left to the elements will likely result in it ultimately collapsing.

**6. Department Recommendation:**

Staff's recommendation is to approve the ordinance to demolish the dwelling at 1115 Old Charlotte Road

**7. Manager Comments:**

Concur with the department recommendation.

**8. Next Steps:**

If approved, second reading will be on May 11, 2026. If the second reading is approved there will be a bid out for contracted services. However, if the contact services costs are not paid by owner, city can foreclose.

**9. Attachments:**

1. Site Photos
2. CondemnationOrd
3. Map



Front face of 1115 Old Charlotte Road



Back side of 1115 Old Charlotte Road



Interior kitchen at 1115 Old Charlotte Road



Interior room at 1115 Old Charlotte Road



North and south facing exterior wall 1115 Old Charlotte Road

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DIRECTING THE PLANNING DIRECTOR TO DEMOLISH THE MAIN STRUCTURE AND ACCESSORY STRUCTURE LOCATED AT 409 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 409 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 Ann Louise Reid ETAL C/O Stephen C Howell 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 **February 14<sup>th</sup>, 2024** to vacated, secured or demolish said building by **June 20<sup>th</sup>, 2024** 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 **April 13<sup>th</sup>, 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 **April 2<sup>nd</sup>, 2026** and **April 9<sup>th</sup>, 2026**, all in accordance with G.S. 160A-364,448; and

WHEREAS, said public hearing was held on **April 13<sup>th</sup>, 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 **409 Monroe Street**, Statesville, North Carolina, in accordance with the order of the Ordinance Enforcement Inspector to the owner and parties in interest dated **February 14<sup>th</sup>, 2024**.

The legal description of the above-named house as found in **Deed Book 1463 at Pages 213** Iredell County Register of Deeds is as follows:

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**PIN: 4744-31-0829**

**Property address: 409 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 **4<sup>th</sup> day of May 2026** and shall be recorded with the Iredell County Register of Deeds and **shall be indexed in the Grantor section in the name of Ann Louise Reid ETAL C/O Stephen C Howell**, 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 **13<sup>th</sup> day of April 2026**.

Ayes:

Nays:

The second and final reading of this ordinance was heard on the **4<sup>th</sup> day of May 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 **4<sup>th</sup> day of May 2026**.  
CITY OF STATESVILLE

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Index in the Grantor section in the name of Ann Louise Reid C/O Stephen C Howell in accordance with G. S. 160A-443(5).**

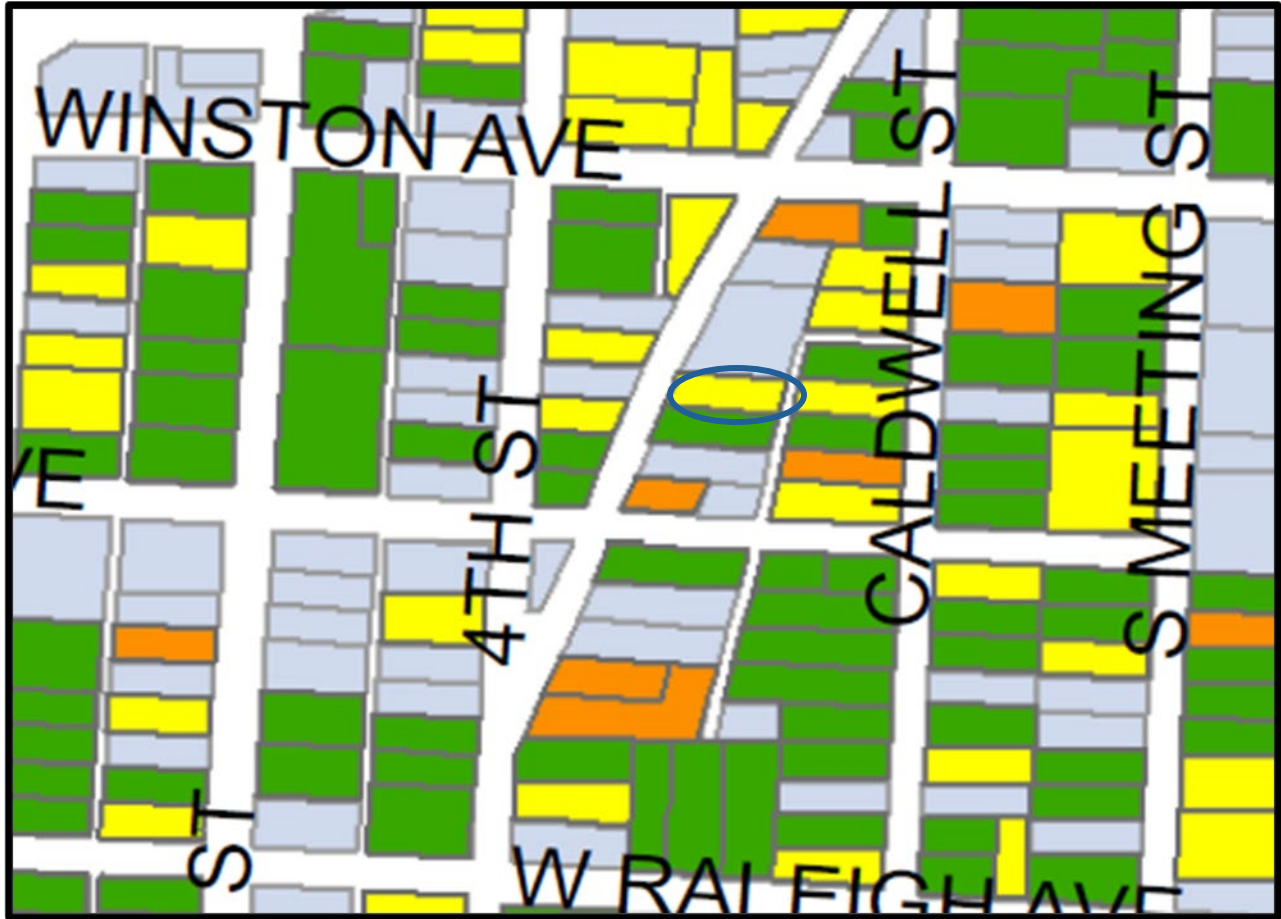
\*\*\*\*\*

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**  
**1115 Old Charlotte Road**  
**2020 Housing Inventory / 30 Beyond Reasonable Repair List**

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# **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Matthew Kirkendall, Senior Planner  
**DATE:** 3/27/2026 7:57 AM

---

**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Conduct a public hearing and consider passing the first reading of the rezoning request ZC26-08 Killington Reserve Apartments, to rezone from CU B-5 Conditional Zoning District to R-5MF CZ Conditional Zoning District.**

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### **1. Summary of Information:**

Ms. Karen Perry of KRP Investments, LLC requests a total of 5.284 acres (PIN's: 4734-42-8740 and 4734-42-8412) to be rezoned from CU B-5 CZ (General Business) Conditional Zoning District to R-5 MF CZ (High Density Multi-Family Residential) Conditional Zoning District, to build a 74-unit, apartment community. This is a Low-Income Housing Tax Credit (LIHTC) project specially designed for families with income restrictions. The proposed project site is located at the intersection of Buffalo Shoals Road and Garner Bagnal Boulevard.

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the City Council. The proposal would provide one-, two- and three-bedroom low-income apartments within multiple three-story structures. The required neighborhood input meeting was held on March 9, 2026, where there were no attendees.

The base R-5 MF District requires 25' front and rear setbacks and a 5' on the side. Further, there is a 35' height limit and the development must have a minimum of 10% active open space (a minimum of .53 acres for the proposed project site). The proposed concept plan indicates that the project meets all required setbacks, and height restrictions. The entrance will have enhanced landscaping and parking lot trees will be provided.

This property is within the City Limits and will not need to be annexed. Water and sewer services will be provided by the City of Statesville and Statesville Public Power will provide electricity. The 2045 Land Development Plan projects the property as suitable for Complete Neighborhood 2, which includes a variety of housing types. The property is located within the Tier 1 Growth Area of the Tiered Growth Map.

This site is surrounded by R-5M and R-5MF Zoning Districts with single-family homes, duplexes, multi-family units, and undeveloped land.

### **2. Previous Council or Relevant Actions:**

Planning Board heard this item on March 24, 2026. No one from the public spoke in opposition. The

Planning Board unanimously recommended approval.

**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:** We value and encourage Opportunity

This parcel is located in the City Limits, Tier 1 Growth Area, water and sewer are available and Statesville Public Power will serve the site.

**4. Budget/Funding Implications:**

The current tax value of the parcel is \$196,850. The estimated tax value at full buildout is estimated to be \$20,643,558.

**5. Consequences for Not Acting:**

Without rezoning, the property would be able to be developed under the existing CU B-5 (General Business) zoning regulations.

**6. Department Recommendation:**

The 2045 Land Development Plan is supportive of this request. Therefore, both staff and Planning Board recommends consistency statement Option 1 – Approval of this rezoning request, contingent upon the applicant agreeing to the conditions.

**7. Manager Comments:**

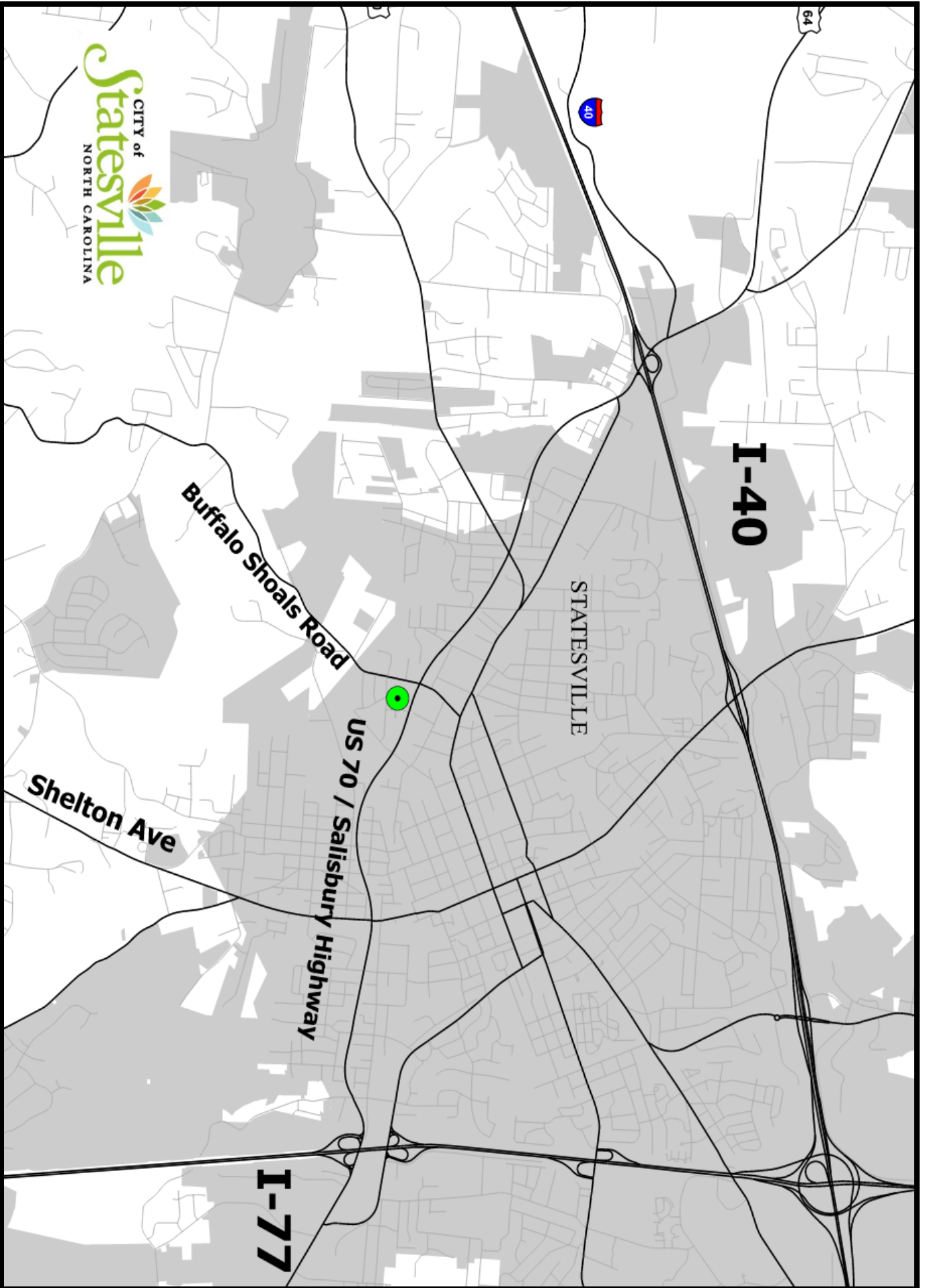
Recommend approving this request.

**8. Next Steps:**

If approved, the second reading will be on May 11, 2026.

**9. Attachments:**

1. Packet Maps ZC26-08
2. Complete Neighborhood 2 Intent
3. Killington Reserve 3-13-2026
4. Elevations ZC26-08 Killington
5. CitizenInformation Meeting Report
6. Consistency Statements CC ZC26-08 Buffalo Shoals Killington Reserve Apartments



Location Map ZC26-08 Buffalo Shoals Killington Reserve Apartments

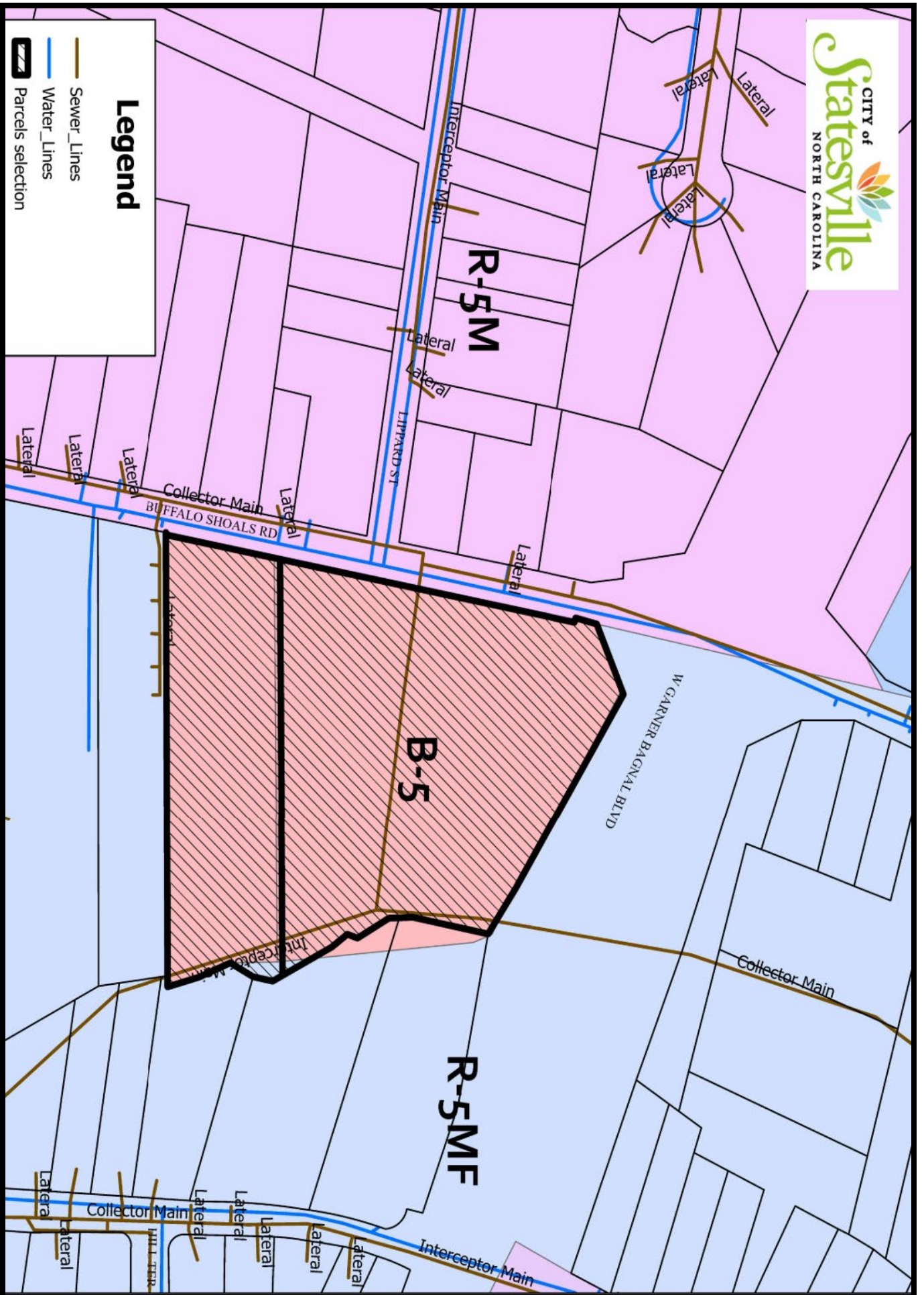


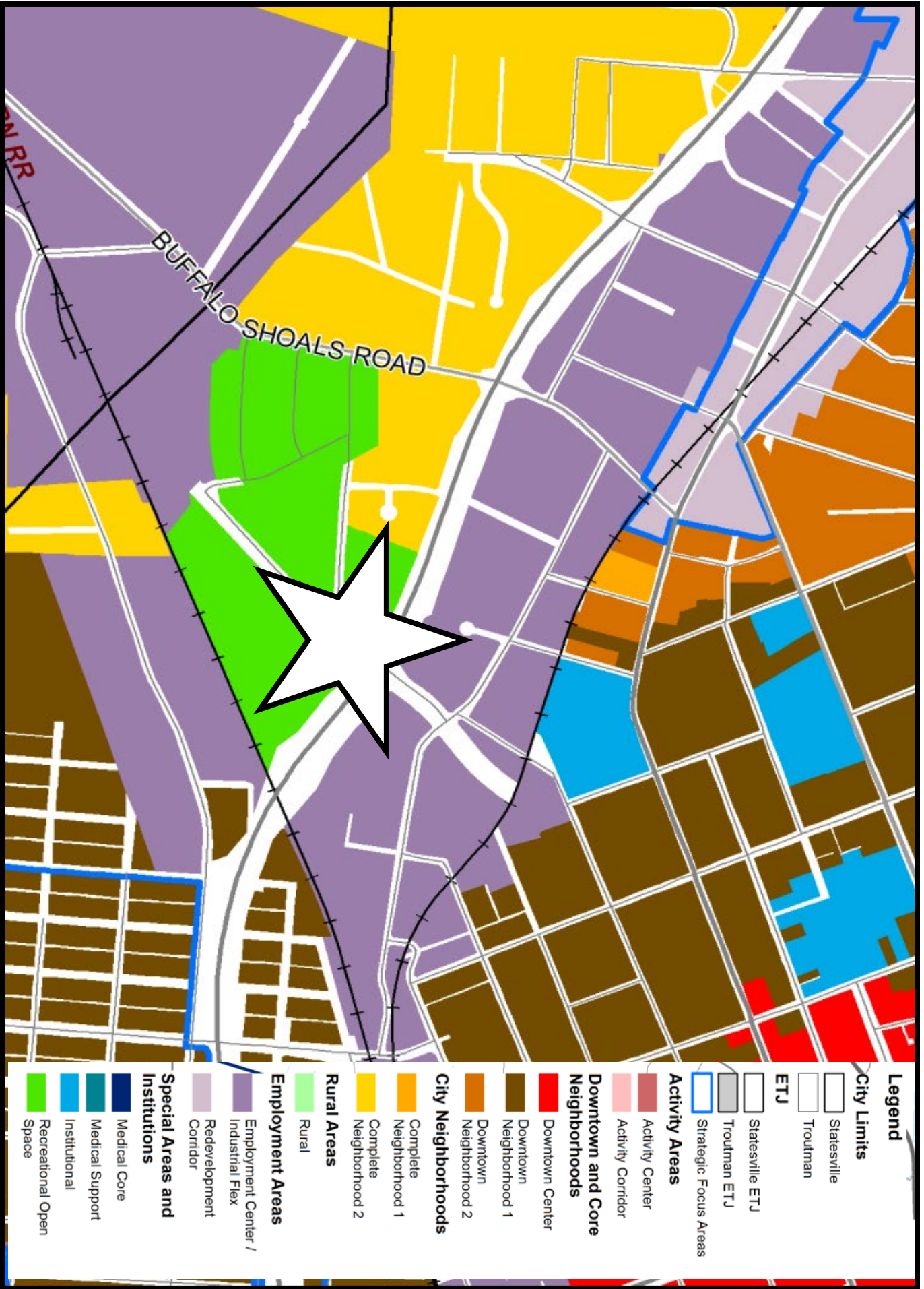
**Legend**  
Subject Parcels

Aerial Photo ZC26-08 Buffalo Shoals Killington Reserve Apartments



Site Photo ZC26-08 Buffalo Shoals Killington Reserve Apartments





2045 Land Development Plan Map ZC26-08 Buffalo Shoals Killington Reserve Apartments

# 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

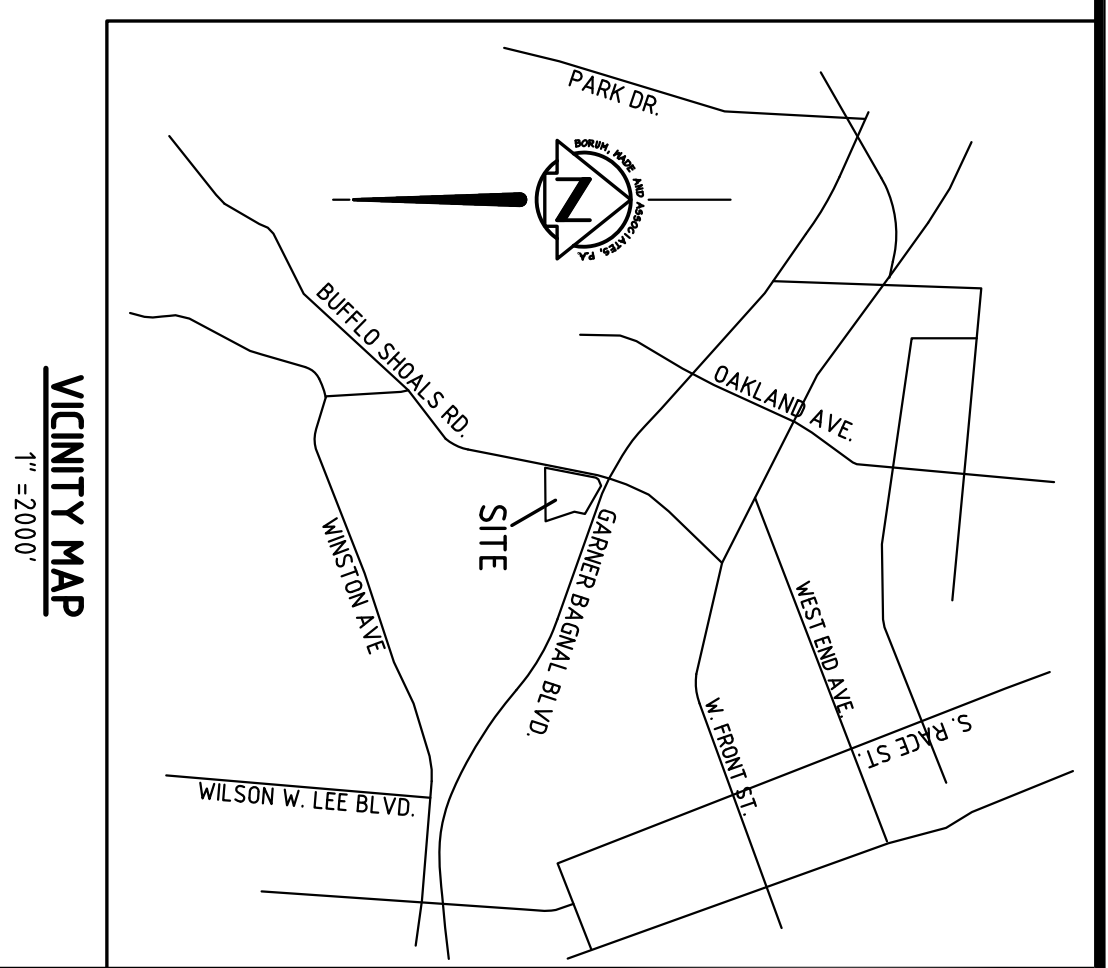
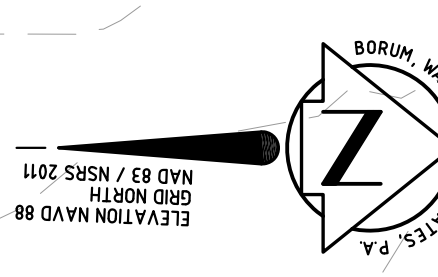
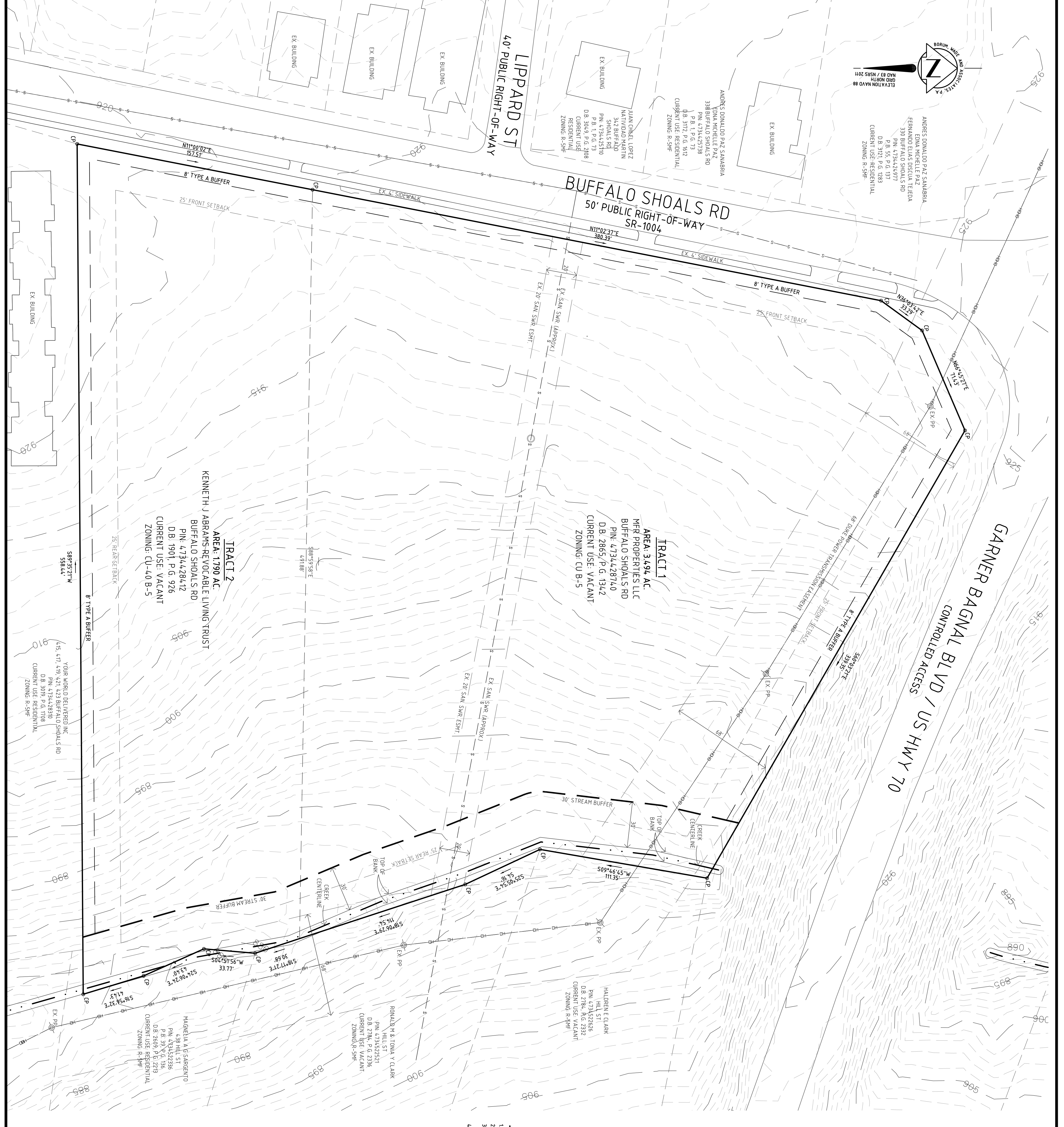
### Secondary Uses

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

### Form Characteristics

|                             |                                                                                                                                                                                                                                                                              |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Building Height</b>      | One to three stories                                                                                                                                                                                                                                                         |
| <b>Building Orientation</b> | Residences oriented towards the primary street, 0-30 ft setbacks                                                                                                                                                                                                             |
| <b>Building Types</b>       | 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. |
| <b>Street Character</b>     | Local streets with sidewalks on both sides and street trees, off-street pedestrian and bike circulation connections (trails and paths)                                                                                                                                       |
| <b>Parking Character</b>    | Alley parking preferred for residential, some on-street parking, neighborhood nonresidential uses share small surface lots                                                                                                                                                   |

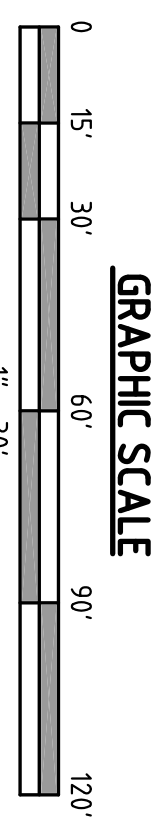




**SITE INFORMATION:**

|                                                 |                             |
|-------------------------------------------------|-----------------------------|
| <b>TOTAL AREA:</b> 3.494 AC.                    | <b>5.284 ± ACRES</b>        |
| <b>ADDRESS:</b> BUFFALO SHOALS ROAD             | <b>7000</b>                 |
| <b>DEED BOOK:</b> DB 2865 PG 342 DB 3911 PG 926 | <b>DEED BOOK</b>            |
| <b>EX ZONING:</b> CU-B-5                        | <b>CU-B-5</b>               |
| <b>PROPOSED ZONING:</b> R-5HF-C-2               | <b>R-5HF-C-2</b>            |
| <b>WATERSHED:</b> CATAWBA WATERSHED             | <b>NON-SUPPLY WATERSHED</b> |

- SITE NOTES**
- BOUNDARY INFORMATION TAKEN FROM EXISTING DEEDS.
  - LOCATION AND TOPOGRAPHIC INFORMATION TAKEN FROM EXISTING NC LIDAR.
  - ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF STATESVILLE, IREDELL COUNTY, NC DOT, AND NCDDA STANDARDS AND SPECIFICATIONS AS APPLICABLE.
  - THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD RECORDED EASEMENTS. THE SURVEYOR DOES WARRANT THAT THE UNDERGROUND UTILITY LOCATIONS NOT SHOWN HEREON ARE AN EXACT LOCATION, ALTHOUGH.



**BWA**  
Engineers  
Planners  
Surveyors

**PRELIMINARY DRAWING NOT FOR CONSTRUCTION**

Botum, Wade and Associates, P.A.  
611 Empire Court, Suite 100, Greensboro, NC 27401-2711  
P.O. Box 11881 Greensboro, NC 27409-1882  
Phone: 336-271-5471 Fax: 336-271-3719  
Web: www.botumwade.com  
N.C. License No. C-00809

SEALS:

**KILLINGTON RESERVE**  
**BUFFALO SHOALS ROAD**  
STATESVILLE TOWNSHIP, IREDELL COUNTY  
STATESVILLE, NORTH CAROLINA

OWNER/DEVELOPER

**KRP INVESTMENTS LLC**  
9052 FOREST DRIVE, SW  
SUNSET BEACH, NC 28488  
CONTACT: E.DAVIS  
E.DAVIS@KRPINVESTMENTS.COM

DATE: 2-27-2025

REVISIONS: 3-13-2025 - CITY COMMENTS

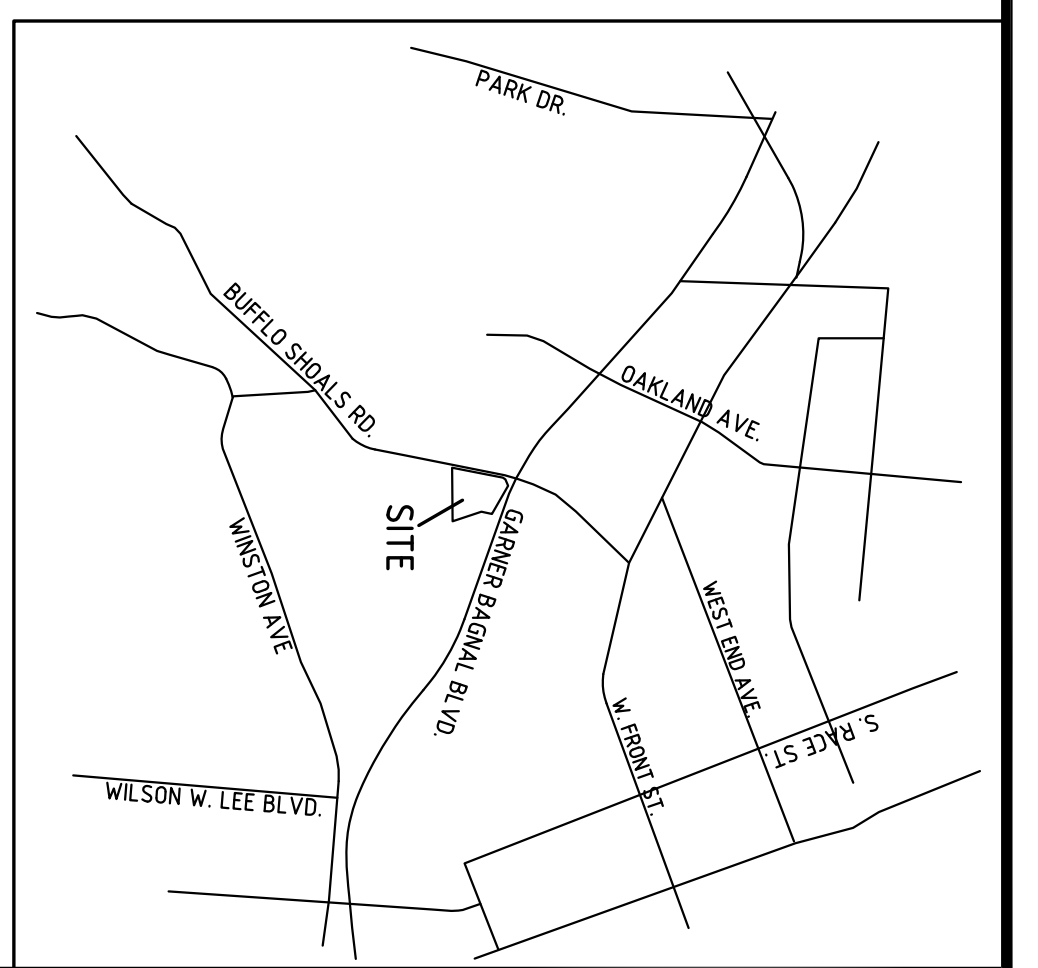
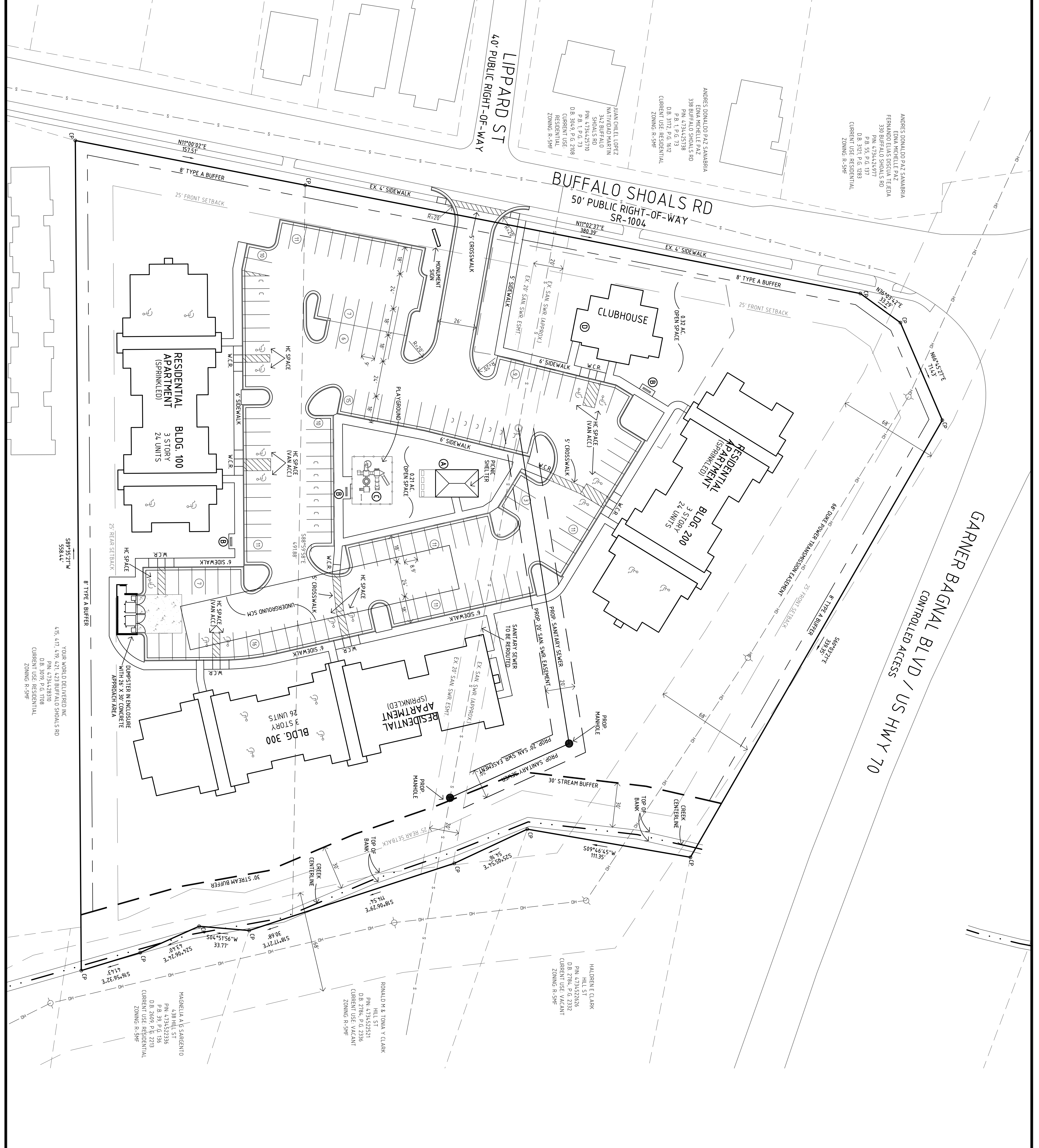
DRAWN BY: MLW

SHEET TITLE: **REZONING EX. CONDITIONS**

FILE NO.: 17-Varietal/Statesville-Killington-C-1-Easting Cox.

DRAWING SCALE: 1"=30'

PLAN SHEET NO.: **Z-1**



**BWA** Engineers Planners Surveyors

Boatum, Wade and Associates, P.A.  
 6211 Englewood Court, Suite 100, Greensboro, NC 27409-1711  
 P.O. Box 11887, Greensboro, NC 27409-1882  
 Phone: 336-271-5471 Fax: 336-271-2719  
 Web: www.boatumwade.com  
 N.C. License # 00089

**PRELIMINARY DRAWING NOT FOR CONSTRUCTION**

SEALS:

# KILLINGTON RESERVE

## BUFFALO SHOALS ROAD

STATESVILLE TOWNSHIP, IREDELL COUNTY  
STATESVILLE, NORTH CAROLINA

**SITE INFORMATION:**

**TOTAL ADDRESS:** 5.281 ± ACRES  
 BUFFALO SHOALS ROAD  
 STATESVILLE, NC 27163  
**TOTAL UNITS:** 74

**PARKING DATA:**

REQUIRED PARKING: 188 (1.0 SPACES PER UNIT - 0.5 PER BEDROOM) (1.5 SP/BDRM + 1L - 2.0 SP/2 BDRM + 3L - 2.5 SP/3 BDRM) (CITY OF STATESVILLE) (38 (REQUESTED 10% REDUCTION) REQUIRED PARKING (NCHFA))  
 REQUIRED PARKING: 188 (1.75 SPACES PER UNIT - NCHFA) (NCHFA)  
 H.C. PARKING REQUIRED: 188 SPACES (188 SP/UNIT)  
 H.C. PARKING PROVIDED: 188  
 VAN SP PROVIDED: 2  
 -VAN SP PROVIDED: 0

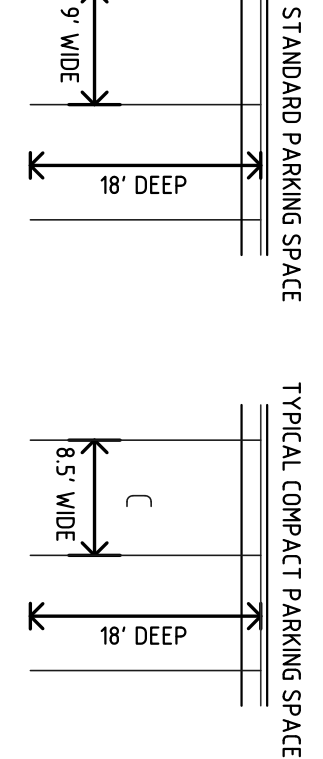
**OPEN SPACE:**

REQUIRED OPEN SPACE: 0.53 AC. (10% OF SITE)  
 PROVIDED OPEN SPACE: 0.53 AC.

**SITE AMENITIES:**

- Ⓐ PRICKLE SHEDDER
- GRILL
- Ⓑ BENCHES (B)
- Ⓒ PLAYGROUND (27' X 34')
- Ⓓ CLUBHOUSE
- MULTIPURPOSE ROOM (MIN 250 SQ. FT.)
- COMPUTER ROOM (MIN 2 COMPUTERS)
- MAIL RECEIPTABLE

**PARKING DIMENSIONS:**



**REZONING SKETCH PLAN**

SHEET TITLE: REZONING SKETCH PLAN

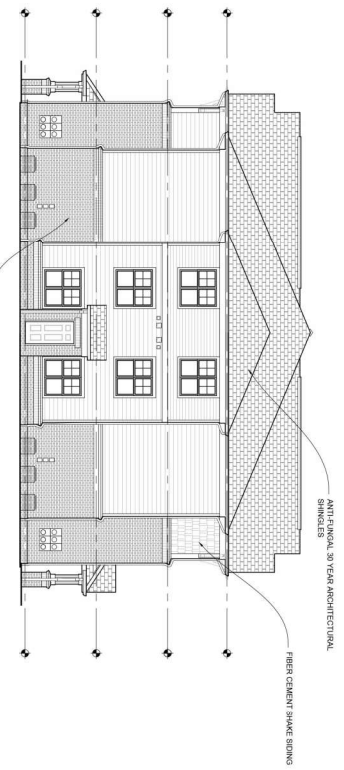
DRAWING SCALE: 1"=30'

PLAN SHEET NO. **2-2**

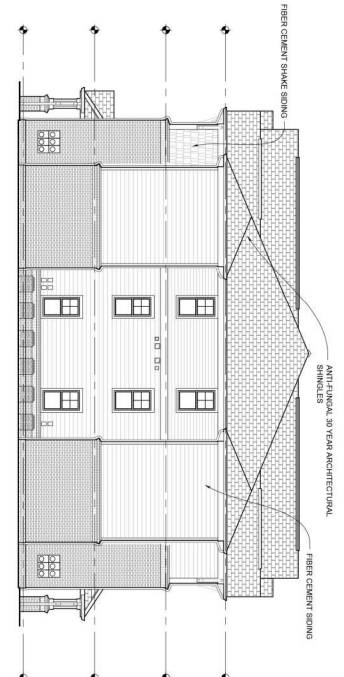
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DRAWING SCALE: 1"=30'

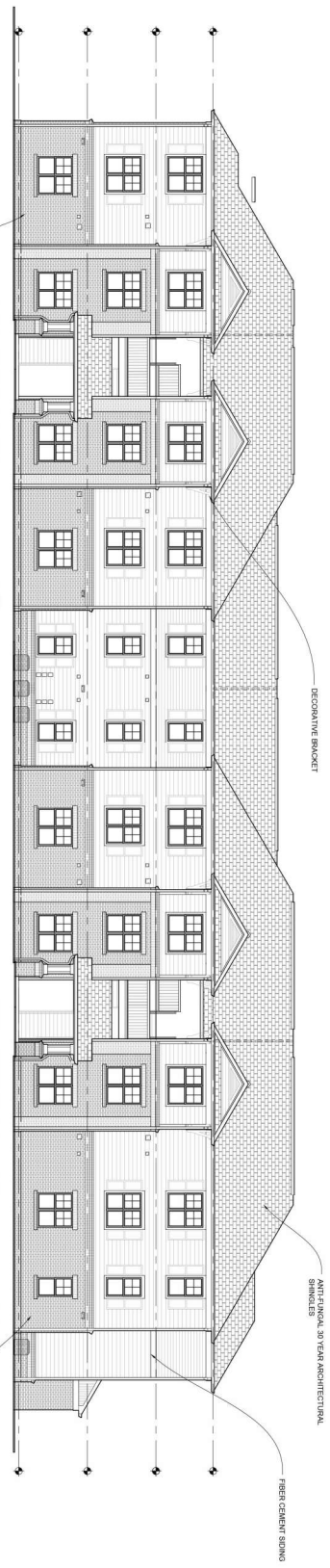
PLAN SHEET NO. **2-2**



4 BUILDING 100 - SIDE ELEVATION  
1/8" = 1'-0"



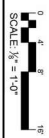
3 BUILDING 100 - SIDE ELEVATION  
1/8" = 1'-0"



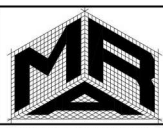
2 BUILDING 100 - FRONT ELEVATION (PARKING LOT SIDE)  
1/8" = 1'-0"



1 BUILDING 100 - FRONT ELEVATION (PARKING LOT SIDE)  
1/8" = 1'-0"



A3.1



**MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.**  
 100 CRESCENT CENTRE PARKWAY, SUITE 220 TUCKER, GA 30084  
 KILLINGTON RESERVE  
 STATESVILLE, NC

PROJECT NUMBER  
2026-XXX  
DATE REVISION  
01-21-2026  
DRAWN BY  
LIP  
CHECKED BY  
MRL

SHEET REVISION LOG

# **Citizens Information Meeting Report**

Buffalo Shoals Road | Statesville, NC

Submitted by: KRP Investments, LLC

Statesville, NC  
KRP Investments, LLC  
5.28 +/- acre site located off Buffalo Shoals Road

**Report  
Citizen Information Meeting  
Held March 9, 2026**

The meeting was held at the Fairfield Inn (1243 Tonewood Street) in Statesville, NC, which is in close proximity to the site. The meeting was set to start at 5:30 pm and the room was reserved for two hours to give adequate time for discussion and questions. The only person in attendance representing the general contractor (Wynnefield Forward, LLC) was Davis Ray. Matt Kirkendall, Senior Planner with the City of Statesville was in attendance and had questions about the project.

A notification letter dated and mailed on February 26, 2026, was sent to 12 parties as approved by the Statesville Planning Department. The notification letter is attached as Attachment 1. The list of parties/addresses to which it was mailed is labeled as Attachment 2.

Wynnefield Forward, LLC displayed multiple easels which included a preliminary site plan layout and multiple building elevations of the proposed community detailing the building from multiple viewpoints and angles. All presentation easels were 24" X 36". All presentation pieces are provided as Attachment 3.

Mr. Ray and Mr. Kirkendall were the only two in the meeting room and waited for 30 minutes before adjourning the meeting and leaving the facility. At the time of this submittal no additional questions or contact has been made following the notification letters. Through the process we will remain available for questions and inquiries that may come up regarding our request.

February 27, 2026

Re: Property located at HWY 70 E/Garner Bagnal Blvd and Buffalo Shoals Road

Dear Neighbor,:


KRP Investments LLC is a local real estate development firm dedicated to developing and managing quality housing throughout the state of North Carolina. Realizing there is a strong need in the Statesville area for this type housing, our group has started the development and pre-construction process to develop a 5.28 +/- acre site located at the intersection of HWY 70 E/Garner Bagnal Blvd and Buffalo Shoals Road, Statesville, NC (map attached). Our proposed design will be based on previous developed properties that have been very successful and well received by their communities. These properties are available for review.

This proposed community will be attractive, well designed and constructed to very high standards and the landscaping details will be extensive. Our Property Management firm, with over 30 years' experience, will provide assurance of a well-maintained community.

We would like to know how you, as a local area resident, feel regarding our proposed facility being in your area. This letter is to serve as notification of our request to rezone this property to accommodate our proposed development. We will hold a Neighborhood Meeting **Monday, March 9, 2026, at 5:30pm** located at Fairfield Inn & Suites (1243 Tonewood Street, Statesville, NC). This meeting is open to the public and your participation is encouraged.

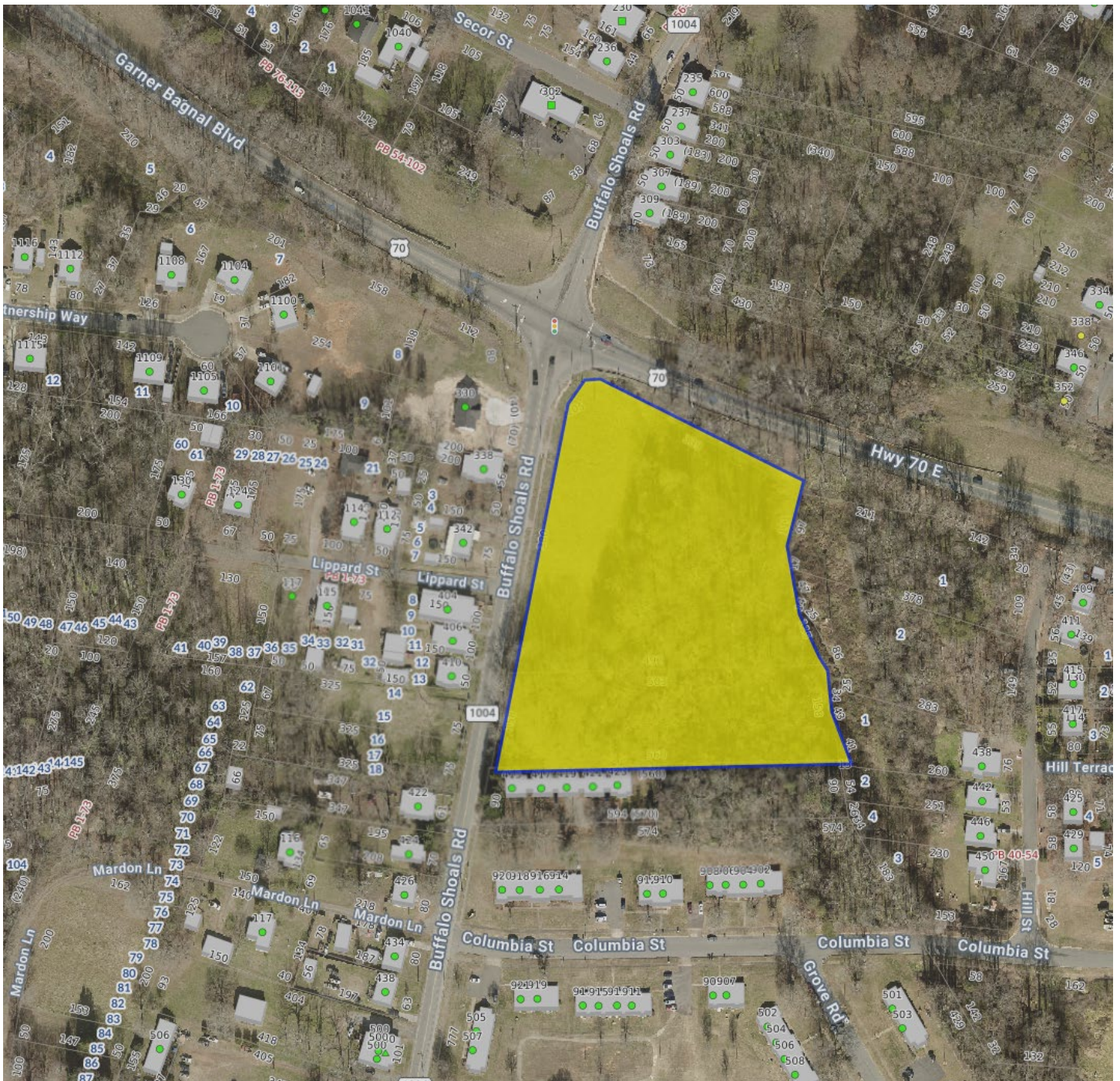
We are available by telephone (336) 822-0765 and will be happy to personally meet you should you choose to consider this matter. We look forward to your feedback.

Sincerely,



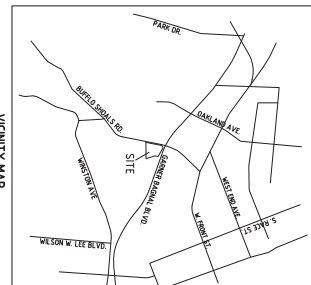
Davis Ray

[davis@wynnefieldforward.com](mailto:davis@wynnefieldforward.com)



**ATTACHMENT 2**

| <b>Name</b>                                     | <b>Address</b>        | <b>City</b>     | <b>State</b> | <b>Zip</b> |
|-------------------------------------------------|-----------------------|-----------------|--------------|------------|
| Andres Sanabria & Paz Etal Donaldo              | 227 MACON DR          | STATESVILLE, NC | 28625        |            |
| Edna Michelle Paz & Sanabria Andres Donaldo Paz | 227 MACON DR          | STATESVILLE, NC | 28625        |            |
| Juan Chiel Lopez & Natividad Martin Martin      | 342 BUFFALO SHOALS RD | STATESVILLE, NC | 28677        |            |
| Holy Temple of Living God                       | 406 BUFFALO SHOALS RD | STATESVILLE, NC | 28677        |            |
| Greater Holy Temple Church #1                   | 404 BUFFALO SHOALS RD | STATESVILLE, NC | 28677        |            |
| Bishop E L Gray                                 | 404 BUFFALO SHOALS RD | STATESVILLE, NC | 28677        |            |
| Your World Delivered Inc                        | 217 SOUTHVIEW DR      | STATESVILLE, NC | 28677        |            |
| Magnelia Sargento and Guman Almita              | 438 HILL ST           | STATESVILLE, NC | 28677        |            |
| Ronald M Clark & Tonia Y Clark                  | 415 HILL ST           | STATESVILLE, NC | 28677        |            |
| Haldren E Clark                                 | 602 BRISTOL TER       | STATESVILLE, NC | 28677        |            |
| Nettie S Stevenson Heirs                        | 314 SUMMITT AVE       | NVA,            |              |            |
| Tony F Elliott & Travis Elliott                 | PO BOX 1457           | STATESVILLE, NC | 28687        |            |

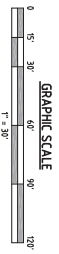


**SITE INFORMATION:**

TOTAL ADDRESS 5,206 S.F. ADRES  
 PROJECT NO. BUFFALO SHOALS ROAD  
 TOTAL LOTS 237.00 ACRES  
 TOTAL LOTS 237.00 ACRES  
 DENSITY: 1.00  
 BUILDING HEIGHT: 10 FT  
 PROPOSED ZONING: CU-B-5  
 PREVIOUS ZONING: CU-B-5  
 HUNDREDS: 1000  
 HUNDREDS: 1000

**SITE NOTES**

1. BOUNDARY INFORMATION TAKEN FROM EXISTING DEEDS.
2. LOCATION AND DIMENSIONS OF PROPOSED IMPROVEMENTS TAKEN FROM THE RECORD PLAT, COUNTY, MOBILE, AND ADJACENT PARCELS.
3. STANDARDS AND SPECIFICATIONS AS APPLICABLE TO THE PROPOSED IMPROVEMENTS, THE ENGINEER'S RESPONSIBILITY IS TO VERIFY THAT THE PROPOSED IMPROVEMENTS COMPLY WITH THE APPLICABLE STANDARDS AND SPECIFICATIONS.
4. NEARBY UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS AND ARE NOT GUARANTEED TO BE ACCURATE. THE ENGINEER'S RESPONSIBILITY IS TO VERIFY THE LOCATION AND DEPTH OF UTILITIES THROUGH THE APPROPRIATE AGENCIES.



**PROJECT:** BUFFALO SHOALS ROAD  
**OWNER:** KILLINGTON RESERVE  
**DATE:** 2-27-2024  
**DRAWN BY:** N/A  
**SCALE:** 1"=30'

**KILLINGTON RESERVE**  
 BUFFALO SHOALS ROAD  
 STATESVILLE TOWNSHIP, WRELL COUNTY  
 Page 265 of 320

**BWA**  
 ENGINEERS  
 1111 W. 10th Street, Suite 200  
 Statesville, NC 28687  
 Phone: 704.885.1111  
 Fax: 704.885.1112  
 www.bwa-engineers.com







To: Statesville City Council  
From: Matthew Kirkendall, Senior Planner  
Date: April 13, 2026  
Subject: Rezoning  
Case: ZC26-08 Buffalo Shoals Road (Killington Reserve Apartments)  
Address: Properties located at the intersection of Buffalo Shoals Road and of Garner Bagnal Boulevard.

**Option 1: Approve**

The zoning amendment is **hereby approved** with the agreed upon conditions and is consistent with the City's comprehensive land use plan, is reasonable, and in public interest because the 2045 Land Development Plan calls for this this area to be Complete Neighborhood 2, which includes residential uses.

**Option 2: Approve with modifications**

The zoning amendment is **hereby approved with modifications** with the agreed upon conditions which would include an amendment to the 2045 Land Development Plan,

**Option 3: Deny**

The zoning amendment is **hereby denied** because it is inconsistent with the City's comprehensive land plan and is not reasonable, nor in the public interest. Specifically, although the 2045 Land Development Plan calls for this area to be Complete Neighborhood 2, this development is not in harmony with the surrounding area. Therefore, allowing this type of residential development would be in conflict with this long-term goal.

---

Date: \_\_\_\_\_  
Mayor  
Planner

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Date: \_\_\_\_\_  
Doug Hendrix,  
Matthew Kirkendall, Senior

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTY FROM CU B-5 (GENERAL BUSINESS) CONDITIONAL USE ZONING DISTRICT TO R-5MF CZ (HIGH DENSITY MULTI FAMILY RESIDENTIAL) CONDITIONAL ZONING DISTRICT.

ZC26-08 Killington Reserve Apartments  
Buffalo Shoals Rd, Statesville, NC  
Iredell County Tax Map Parcel #'s 4734-42-8740 and 4734-42-8414

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 April 13<sup>th</sup>, 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 CU B-5 CZ (General Business) Conditional Use Zoning District to R-5MF CZ (High Density Multi-Family Residential) Conditional Zoning District; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on April 2, 2026 and April 9, 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. This will be a family-oriented community for affordable housing as defined through the Low-Income Housing Tax Credit (LIHTC).
2. The landscaping buffer along Gardner Bagnal Blvd. will be increased from an 8ft Street Yard Standard to a 25ft Type E Buffer.
3. Provide a 20' easement for Public Utilities for the existing sewer line on the property.
4. Forty (40) feet from center line of Buffalo Shoals Road will be dedicated to NCDOT per the 2019 Mobility and Development Plan.
5. The primary materials used on the exterior of the buildings will be brick or fiber cement.
6. The development will include a maximum of 74 multi-family units. A decrease in units due to engineering shall be approved by staff.
7. The following amenities shall be included: covered picnic area, multi-purpose room, and playground.
8. 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 properties be changed as particularly set out below, said property being more particularly described as follows:

**Description**

ALL that certain piece, parcel or tract of land lying and being in the City of Statesville, Statesville Township, Iredell County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the intersection of the eastern margin of Buffalo Shoals Road, a 50' public right-of-way and the southern margin of Gardner Bagnal Blvd./ U.S. Highway 70, a variable public right-of-way; thence from the **Point of Beginning** along the southern margin of Gardner Bagnal Blvd./ U.S. Highway 70, the following three (3) courses and distances: **(i) North 36 deg. 03 min. 42 sec. East 33.29 feet to a point; (ii) North 66 deg. 45 min. 27 sec. East 71.43 feet to a point; (iii) South 60 deg. 03 min. 21 sec. East 339.35 feet to a point** in the northwest corner of Haldren E. Clark, either now or formerly, as described in instrument recorded in Deed Book 2784, Page 2332, having Parcel Pin 4734522626 in the Iredell County Registry ("The Haldren Property"); thence with the western line of The Haldren Property, **South 09 deg. 46 min. 45 sec. West 111.35 feet to a point** in the northwest corner of Ronald M. Clark and Tonia Y. Clark, either now or formerly, as described in instrument recorded in Deed Book 2784, Page 2336, having Parcel Pin 4734522521 in the Iredell County Registry ("The Clark Property"); thence with the western line of The Clark Property, the following three (3) courses and distances: **(i) South 25 deg. 05 min. 54 sec. East 54.16 feet to a point; (ii) South 18 deg. 06 min. 29 sec. East 114.54 feet to a point; ; (iii) South 18 deg. 17 min. 21 sec. East 30.68 feet to a point** in the western line of Magnelia A. G. Sargento, , either now or formerly, as described in instrument recorded in Deed Book 2609, Page 2213, having Parcel Pin 4734522336 in the Iredell County Registry ("The Sargento Property"); thence with the western and northern lines of The Sargento Property and the northern line of Your World Delivered, either now or formerly, as described in instrument recorded in Deed Book 3019, Page 1708, having Parcel Pin 4734428310 in the Iredell County Registry ("The Your World Property"), the following four (4) courses and distances: **(i) South 04 deg. 51 min. 56 sec. West 33.77 feet to a point; (ii) South 24 deg. 06 min. 24 sec. East 43.40 feet to a point; (iii) South 16 deg. 56 min. 32 sec. East 41.43 feet to a point; (iv) South 89 deg. 35 min. 21 sec. West 558.44 feet to a point** in the eastern margin of Buffalo Shoals Road; thence with the eastern margin of Buffalo Shoals Road, the following two (2) courses and distances: **(i) North 11 deg. 00 min. 02 sec. East 157.51 feet to a point; (ii) North 11 deg. 02 min. 37 sec. East 380.39 feet to the Point and Place of Beginning** and containing 5.27 acres more or less.

Addresses: Buffalo Shoals Rd, Statesville, NC

This ordinance was introduced for first reading by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and unanimously carried on the 13th day of April 2026.

Ayes:  
Nayes:

The second and final reading of this ordinance was heard on the 11th day of May 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 11th day of May 2026.

CITY OF STATESVILLE

\_\_\_\_\_  
Doug 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:** Joseph Campbell, Planner II  
**DATE:** 4/6/2026 3:00 PM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Conduct a public hearing and consider passing the first reading of the rezoning request: ZC26-07 James Farm Rd (Ochre Hill Apartments), Statesville, NC; To rezone from B-5 CZ (General Business) Conditional Zoning District to R-5MF CZ (High Density Multi-Family Residential) Conditional Zoning District.**

---

### **1. Summary of Information:**

This is a conditional rezoning request by Catherine Connors on behalf of Solstice Partners LLC to rezone 2 parcels, Iredell County Tax Map Parcel #'s 4745-49-4450 and 4745-49-8055; approximately 8.42 acres from B-5 CZ (General Business) Conditional Zoning District to R-5MF CZ (High Density Multi-Family Residential) Conditional Zoning District to construct 4 apartment buildings. The proposed site is mostly wooded and located in the northern portion of city limits. These parcels were rezoned in 2024 from R-15 (Urban Fringe Low Density Single-Family Residential) Zoning District to B-5 CZ (General Business) Conditional Zoning District, with the condition that use for this property are limited to self-storage mini warehouses.

The current uses permitted in the B-5 CZ (General Business) zoning district are limited to those approved in 2024 to the original concept plan which was specified as a mini-storage lot and an office. If rezoned to R-5MF CZ (High Density Single-Family Residential) Zoning District; uses permitted in this zoning district shall be limited to those approved in this conditional rezoning request. A neighborhood impact meeting was held on March 9th, 2026, at the Statesville Fitness and Recreation Center. Three members of the public attended and raised no concerns about the proposed development.

The 2045 Land Development Plan shows the property to be in an area suitable for Complete Neighborhood 1 Character Intent which includes existing and new opportunities for compact and walkable multifamily neighborhoods located along major city corridors with potential for multimodal transportation options. These neighborhoods are designed to accommodate various forms of housing type choices (see page 37) and larger apartment complexes and condominiums.

The surrounding zoning districts and land uses are as follows:

North of the Site: B-4 (Highway Business) District with undeveloped land.

East of the Site: R-5MF & R-15 (High Density Single-Family and Urban Fringe Low Density) District, with attached single-family homes.

South of the Site: O + I-2 (Office and Institutional Complex) District, with existing detached single-family homes.

West of the Site: R-10 (Urban Low Density) District, with existing single-family homes.

**2. Previous Council or Relevant Actions:**

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning (ZC26-07) at this meeting. City Council approved the rezoning of this parcel from R-15 to B-5CZ in April 2024, with the condition that the use for this property is limited to self-storage mini warehouses. The Planning Board recommended approval with the proposed conditions at their March 24th, 2026 meeting.

**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:** We value Quality and Creativity

This parcel is in the City Limits, Tier 1 Growth Area, Statesville Public Power is in the area but will be customers choice, water provider would be Iredell Water Corporation, and Statesville Sewer is available.

**4. Budget/Funding Implications:**

The current tax value of the parcel is \$118,850. The estimated tax value at full buildout is to be determined.

**5. Consequences for Not Acting:**

Without rezoning, the property would be able to be developed under the B-5 CZ (General Business) zoning regulations with the condition that the only permitted use is self-storage mini warehouses.

**6. Department Recommendation:**

The 2045 Land Development Plan projects the property to be suitable for Complete Neighborhood 1, which includes existing and new opportunities for compact and walkable multifamily neighborhoods, with various forms of housing types, larger apartment complexes, and condominiums. Therefore, staff recommends consistency statement option 1 to approve rezoning this property from B-5 CZ (General Business) Conditional Zoning District to R-5MF CZ (High Density Single-Family) Conditional Zoning District.

**7. Manager Comments:**

Concur with the department recommendation.

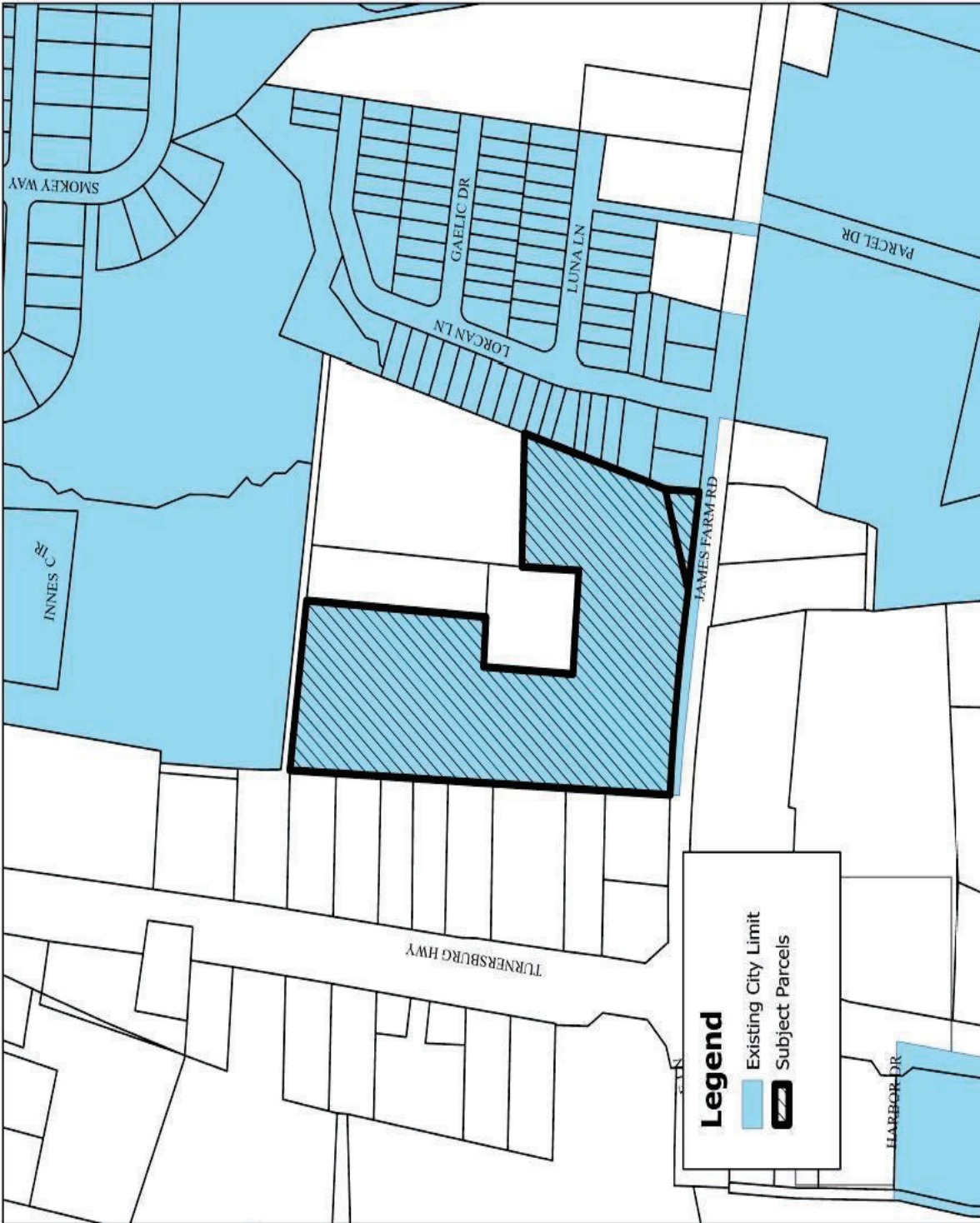
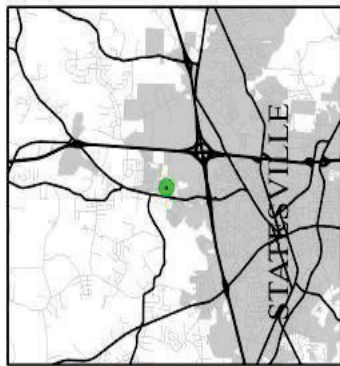
**8. Next Steps:**

If approved, the second reading will be May 11th, 2026.

**9. Attachments:**

1. ZC26-07 James Farm Rd (Ochre Hill Apartments) PH Packet
2. Consistency Statements for PH - ZC26-07 James Farm Ochre Hill Apartments
3. Zoning Ordinance ZC26-07 James Farm Ochre Hill Apartments

**City of Statesville  
Planning Department**  
ZC26-07 Ochre Hill Apartments  
James Farm Rd  
4745-49-4450 & 4745-49-8055



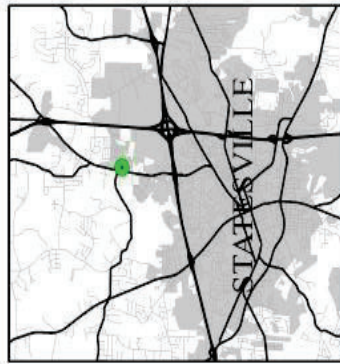
**Legend**

- Existing City Limit
- Subject Parcels

Location Map ZC26-07 James Farm Ochre Hill Apartments

**City of Statesville  
Planning Department**

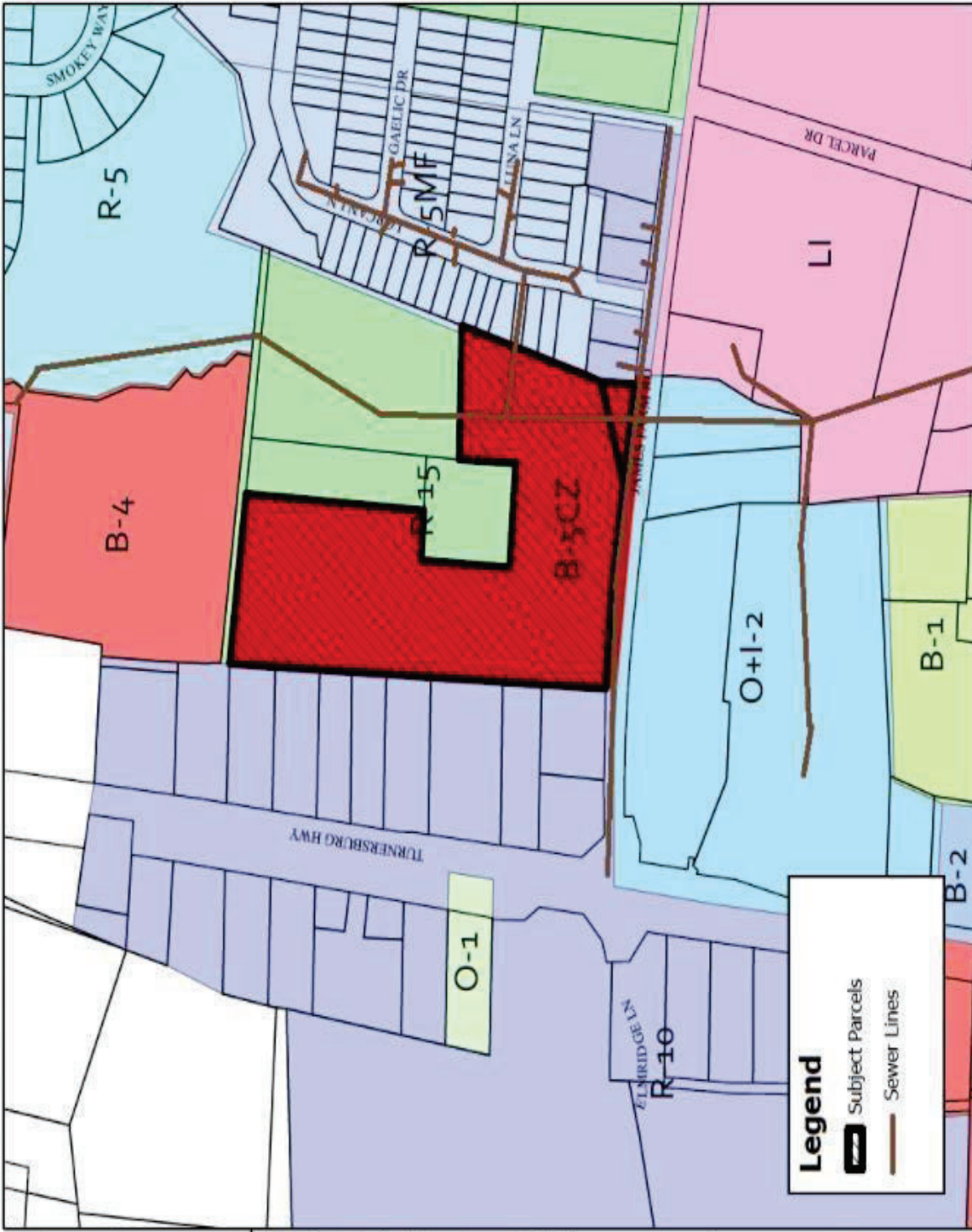
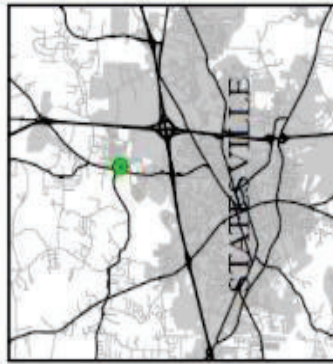
AX26-07  
James Farm Rd - Ochre Hill  
Apartments  
4745-49-4450 and 4745-49-8055



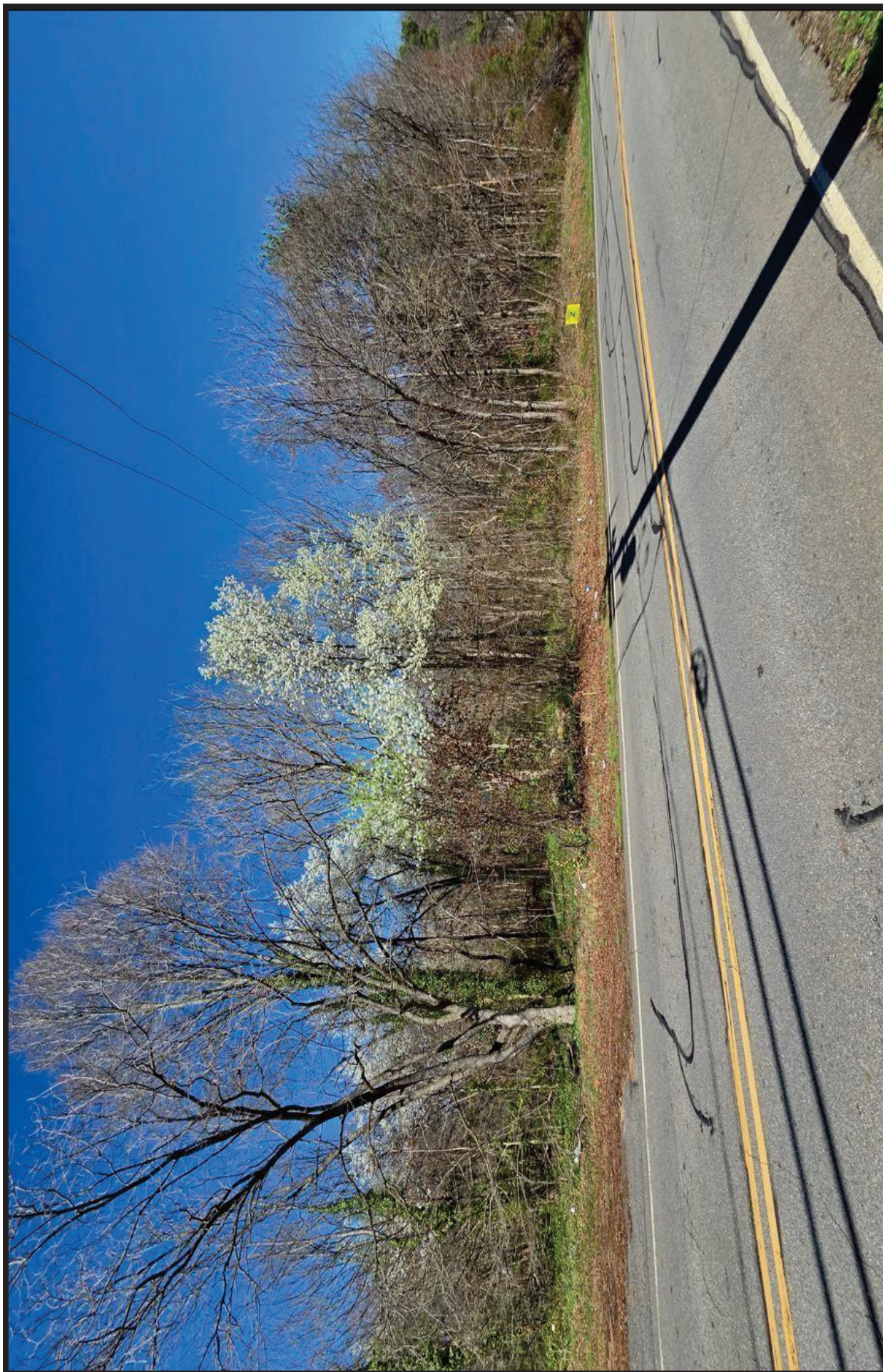
Aerial Photo ZC26-07 James Farm Ochre Hill Apartments

**City of Statesville  
Planning Department**

AX26-07  
James Farm Rd - Ochre Hill  
Apartments  
4745-49-4450 and 4745-49-8055



Current Zoning and Utilities ZC26-07 James Farm Ochre Hill Apartments



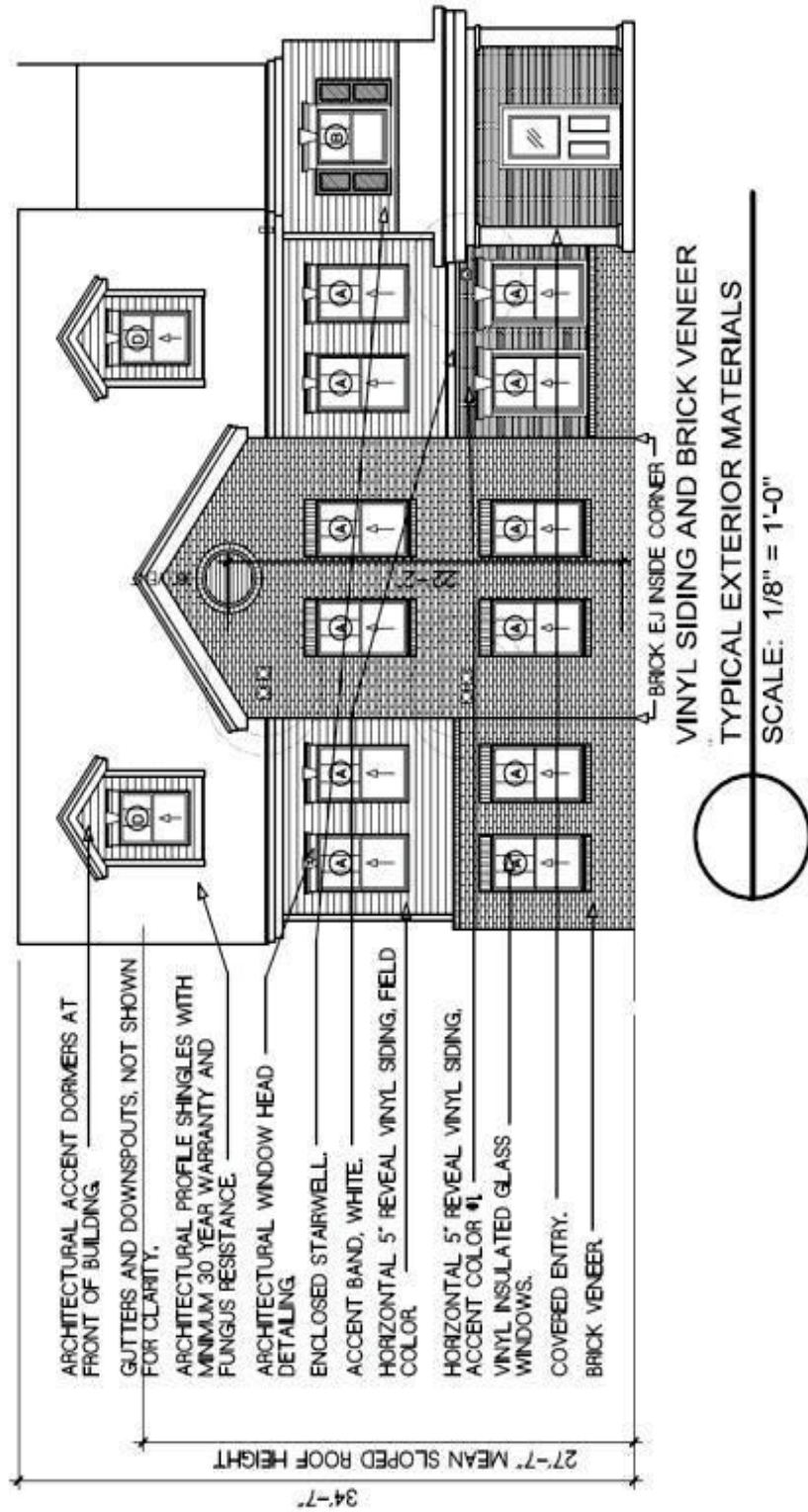
Site Photo ZC26-07 James Farm Ochre Hill Apartments



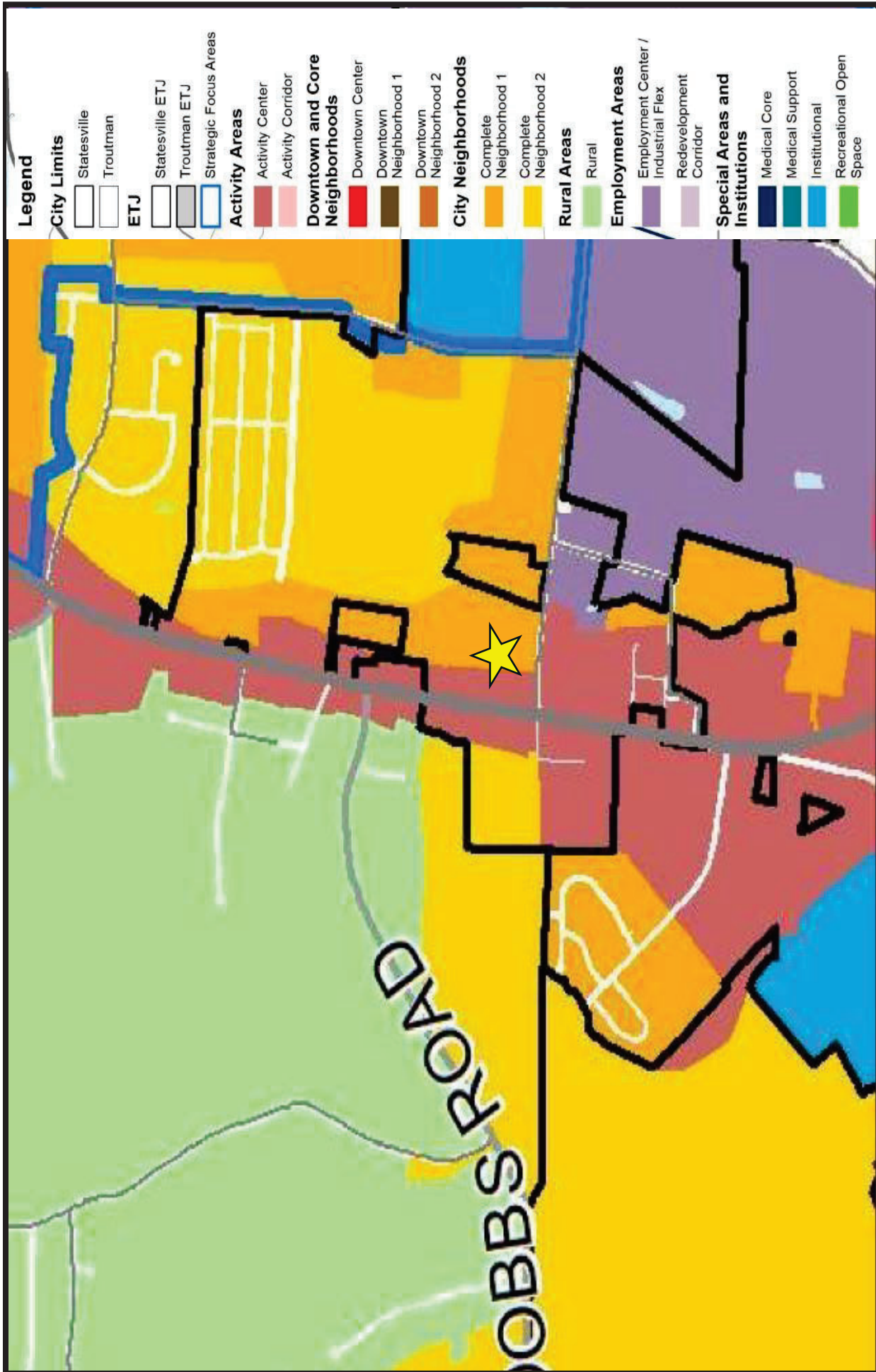


TYPICAL ARCHITECTURAL BUILDING MATERIALS

OCHRE HILL REZONING APPLICATION, STATESVILLE, NC



Material Rendering



2045 Land Development Plan Map ZC26-07 James Farm Ochre Hill Apartments

# Complete Neighborhood 1

## Character Intent

Complete Neighborhoods 1 include existing and new opportunities for compact and walkable multifamily neighborhoods located along major city corridors with potential for multimodal transportation options. These neighborhoods are designed to accommodate various forms of housing type choices (see page 37) and larger apartment complexes and condominiums. Residential uses should be designed to prioritize pedestrian circulation and frame the streetscape along the primary access street. Developments should create internal connectivity and access to adjacent uses through sidewalks, bike lanes, and multiuse paths. Master planned projects that include a variety of unit types designed around a common space are preferred. Building layouts should also create multimodal connections to common residential amenities and required services such as clubhouses and parks. Limited neighborhood-serving retail and commercial uses are also appropriate, preferably at prominent central locations near common space and incorporated into development as live/work units and mixed use buildings. These neighborhoods should be designed to buffer adjacent uses to reduce visual impacts on neighboring properties.

## Pattern & Form

Modified grid design, mid to long block lengths framed by pedestrian and street connections.

## Opportunities

New multifamily residential and multimodal connections.

## Primary Uses

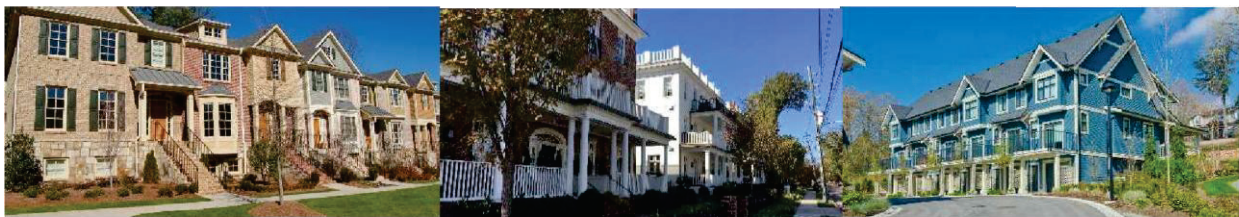
Residential

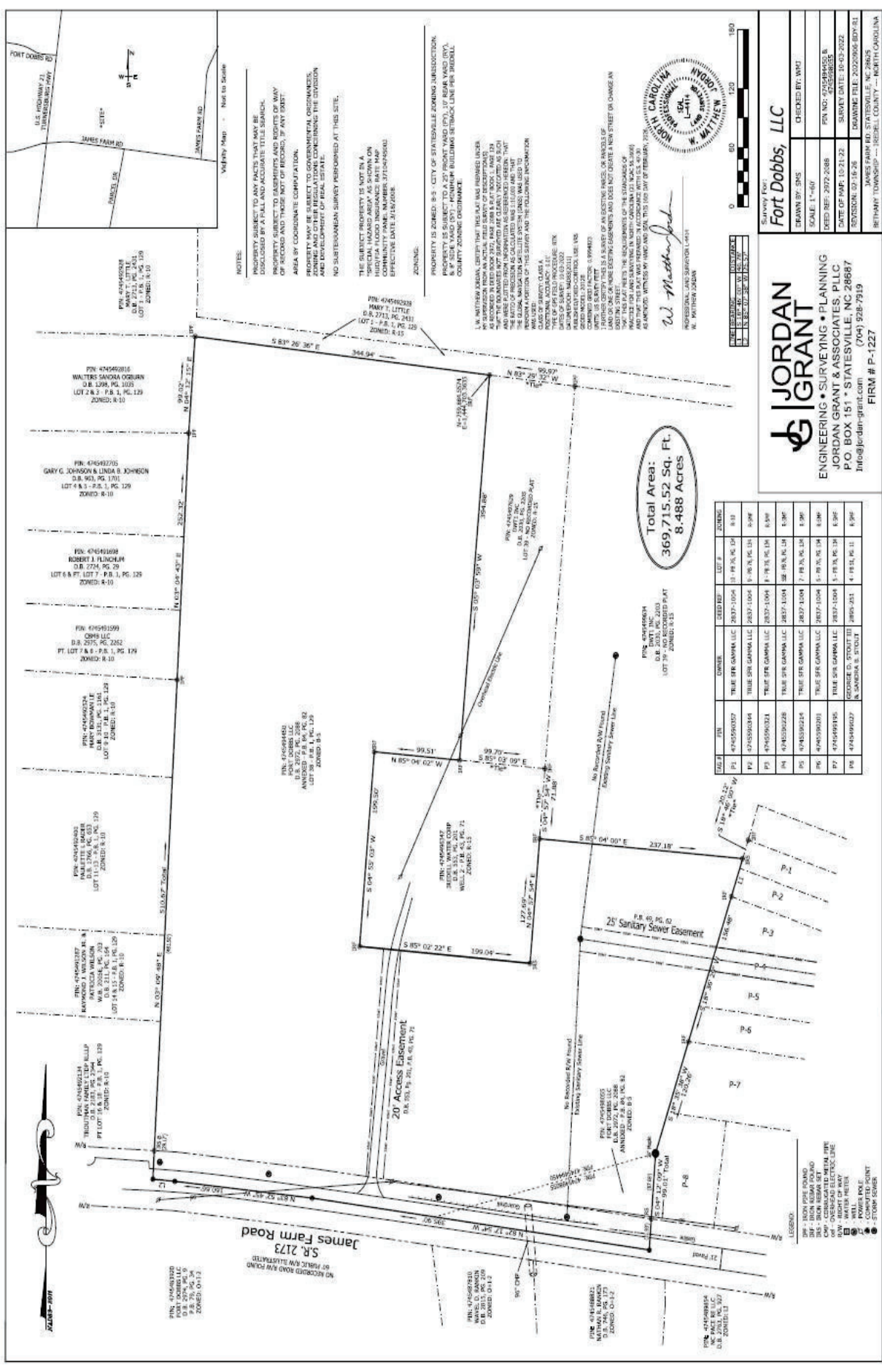
## Secondary Uses

Clubhouses and recreation centers, neighborhood scale commercial/office, daycare, institutional.

### Form Characteristics

|                             |                                                                                                                                                         |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Building Height</b>      | One to four stories                                                                                                                                     |
| <b>Building Orientation</b> | Residences oriented towards the primary street or designed around common space, 5-20 ft setbacks.                                                       |
| <b>Building Types</b>       | Apartments, townhomes, other multifamily residential forms and a variety of housing type choices (see page 37)                                          |
| <b>Street Character</b>     | Connected neighborhood streets with sidewalks on both sides and street trees, off-street pedestrian and bike circulation connections (trails and paths) |
| <b>Parking Character</b>    | Small surface parking lots shared by many residences, on-street parking, or alleyways, individual driveways should be avoided                           |





Total Area:  
369,715.52 Sq. Ft.  
8.488 Acres

| PARCEL | OWNER              | DEED REF. | LOT # | ZONING |
|--------|--------------------|-----------|-------|--------|
| P1     | TRUE SFR GAMMA LLC | 2837-1004 | 1     | R-10   |
| P2     | TRUE SFR GAMMA LLC | 2837-1004 | 2     | R-10   |
| P3     | TRUE SFR GAMMA LLC | 2837-1004 | 3     | R-10   |
| P4     | TRUE SFR GAMMA LLC | 2837-1004 | 4     | R-10   |
| P5     | TRUE SFR GAMMA LLC | 2837-1004 | 5     | R-10   |
| P6     | TRUE SFR GAMMA LLC | 2837-1004 | 6     | R-10   |
| P7     | TRUE SFR GAMMA LLC | 2837-1004 | 7     | R-10   |
| P8     | TRUE SFR GAMMA LLC | 2837-1004 | 8     | R-10   |

**JORDAN GRANT**  
ENGINEERING • SURVEYING • PLANNING  
JORDAN GRANT & ASSOCIATES, PLLC  
P.O. BOX 151 • STATESVILLE, NC 28687  
Info@jordan-grant.com (704) 928-7919  
FIRM # P-1227

**Fort Dobbs, LLC**  
CREATED BY: WJD  
SCALE: 1"=50'  
DEED REF: 2022-2088  
DATE OF MAP: 10/21/22  
SURVEY DATE: 10/03/2022  
SECTION: 02-15-26  
TOWNSHIP: 15-26  
COUNTY: IREDELL, NC 28045



**NOTES:**  
PROPERTY SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A TITLE AND ACCURATE TITLE SURVEY.  
PROPERTY SUBJECT TO ANY EASEMENTS, RIGHTS OF RECORD AND THOSE NOT OF RECORD, IF ANY.  
AREA BY COORDINATE COMPUTATION.  
PROPERTY MAY BE SUBJECT TO GOVERNMENTAL ORDINANCES, ZONING AND OTHER REGULATIONS CONCERNING THE DIVISION AND DEVELOPMENT OF REAL ESTATE.  
NO SURVEYMAN SURVEY PERFORMED AT THIS SITE.

THE SUBJECT PROPERTY IS NOT IN A LOCAL GOVERNMENT JURISDICTION.  
PROPERTY IS ZONED: R-5 - CITY OF STATESVILLE ZONING JURISDICTION.  
PROPERTY IS SUBJECT TO A 20' FRONT YARD (FY), 10' REAR YARD (RY), & 5' SIDE YARD (SY) - MINIMUM BUILDING SETBACK LINE PER IREDELL COUNTY ZONING ORDINANCE.

L.W. WATKINS & ASSOCIATES, PLLC  
1000 W. WATKINS BLVD., SUITE 100  
STATESVILLE, NC 28687  
TEL: 704.885.1111  
WWW.LWVA.COM  
REGISTERED PROFESSIONAL SURVEYOR  
LICENSE NO. 109980  
DATE OF EXPIRY: 10/03/2022

**Public Input Meeting Report**  
Ochre Hill – Rezoning Petition

Neighboring property owners contacted and Neighborhood Input Meeting Notice details:

Property owners within 100’ and across the street of the subject property were contacted by letter via first class mail, mailed on 2/17/26. A list of the property owners contacted is attached to this report as **Exhibit A –Recipients of Neighborhood Input Letter** and a copy of the letter that was sent is attached to this report as **Exhibit B – Letter to Neighboring Property Owners**.

Date, time, and location of Neighborhood Input Meeting:

The Neighborhood Input Meeting was held at the Statesville Recreation Center, Rec Room C, 1875 Simonton Rd, Statesville, NC 28625 on Monday, March 9<sup>th</sup> from 6-7:30pm.

Meeting Attendance:

The in-person, drop-in style meeting was hosted by Solstice Partners LLC, the rezoning applicant, and Catherine Connors and Tammy Stern of Solstice Partners attended the meeting. City of Statesville staff members Herman Caulder and Joseph Campbell attended the meeting on behalf of the City. The meeting was attended by 3 neighboring property owners; the sign-in list of attendees is attached to this report as **Exhibit C – List of Attendees**.

Summary of Presentation/Discussion:

Solstice Partners brought a large printout of the Ochre Hill preliminary site plan for attendees to look at. Mr. Sloan attended the meeting, representing Iredell Water Corporation that owns the property with the well adjacent to the subject site. He inquired about putting a fence between the proposed development and the Water Corporation’s property. The Gardner’s own property adjacent to the subject property and wanted to see what was being proposed on site. They inquired about potentially selling their land to the development for additional acreage.

Description of changes as a result of the Meeting:

As a result of the meeting, a 6” fence will be added to the boundary between the subject site and Iredell Water Corporation’s well property for safety purposed. The fence will be incorporated into the landscaping buffer between the two parcels, with landscaping on the subject property’s side of the fence.

Exhibit B - Letter to Neighboring Property Owners

Date Mailed: 2/17/26

**Notice of Community Input Meeting**

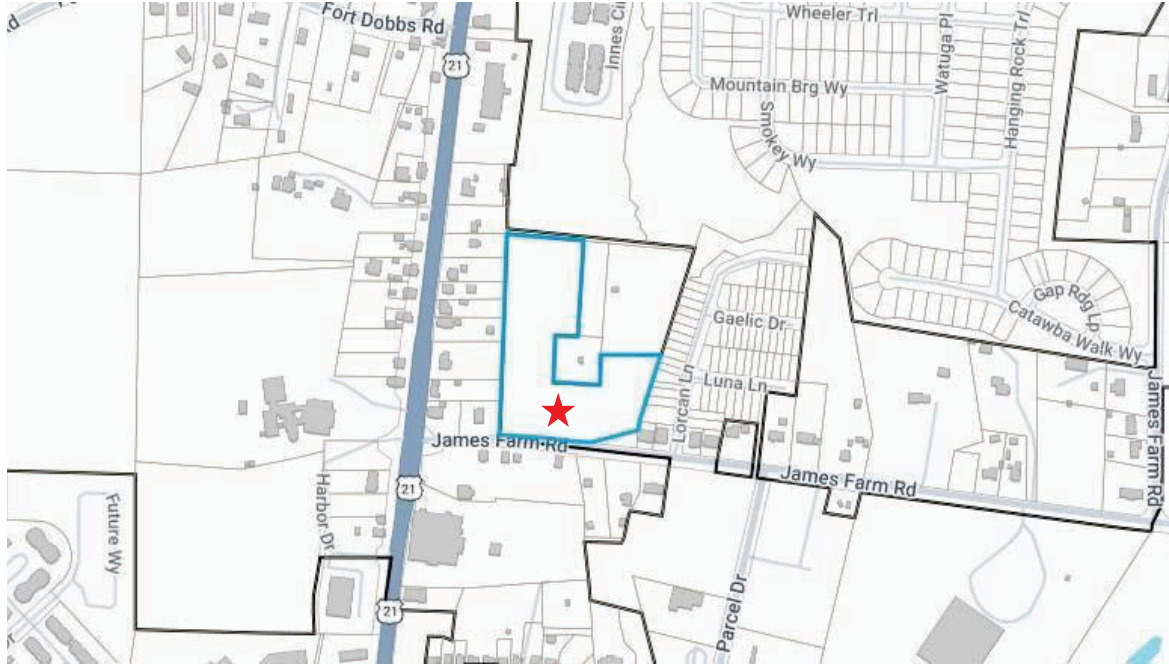
RE: Community Input Meeting for a Rezoning Petition on James Farm Rd

Date & Time: Monday, March 9th, 2026  
6:00 – 7:30pm

Location: Statesville Recreation Center, Rec Room C  
1875 Simonton Rd, Statesville, NC 28625

Dear Neighboring Property Owner,

We are writing to invite you to a neighborhood meeting regarding a rezoning petition for an 8.42-acre property on James Farm Rd in Statesville, NC. Tax records indicate you are an adjacent or across-the-street property owner. The subject property, shown below, is currently zoned Business (B-5) and the rezoning will seek the Residential (R-5MF) district to facilitate the development of an apartment community.



We will hold an in-person, drop-in Community Input Meeting on Monday, **March 9, 2026** at the **Statesville Recreation Center, Rec Room C** at 1875 Simonton Rd in Statesville from **6-7:30pm**. We look forward to sharing this rezoning proposal with you and answering any questions that you may have. In addition to this meeting, we are available to discuss by phone. Please do not hesitate to call Tammy Stern (919-443-2340 x2).

Sincerely,

Cathy Connors  
Manager, Solstice Partners LLC

Exhibit C - List of Attendees

Ochre Hill, Public Input Meeting

Please sign in:

1. Danny Sloan TREVELL WATER

2. Dave & Natena Gardner DWTL -

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_

16. \_\_\_\_\_



To: City Council

From: Joseph Campbell, Planner II

Date: April 13, 2026

Subject: Conditional Rezoning

Case: ZC26-07 James Farm Rd Ochre Hill Apartments

Address: Two properties located along James Farm Rd.

**Option 1: Approve (Staff & Planning Board Recommendation)**

The zoning amendment is **hereby approved** with the agreed upon conditions and is consistent with the City's comprehensive land use plan. The proposal is reasonable, and in the public interest because the 2045 Land Development Plan supports this area as suitable for Complete Neighborhood 1, which includes a mix of residential uses.

**Option 2: Deny**

The zoning amendment is **hereby denied** even though it is consistent with the City's comprehensive land plan of Complete Neighborhood 1. However, the proposal is not reasonable, nor in the public interest, because the multi-family development is not in harmony with the surrounding area.

\_\_\_\_\_  
Date: Doug Hendrix, Mayor

\_\_\_\_\_  
Date: Joseph Campbell, Planner II

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTY FROM B-5 CZ (GENERAL BUSINESS) CONDITIONAL ZONING DISTRICT TO R-5MF CZ (HIGH DENSITY MULTI FAMILY RESIDENTIAL) CONDITIONAL ZONING DISTRICT.**

**ZC26-07 Ochre Hill Apartments  
James Farm Rd, Statesville, NC  
Iredell County Tax Map Parcel #'s 4745-49-4450 and 4745-49-8055**

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 April 14<sup>th</sup>, 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 B-5 CZ (General Business) Conditional Zoning District to R-5MF (High Density Multi-Family Residential) Conditional Zoning District; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on April 2, 2026 and April 9, 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. This will be a family-oriented community for affordable housing as defined through the Low-Income Housing Tax Credit (LIHTC).
2. The development will include a minimum of 64 multi-family homes and up to a maximum of 72 multi-family homes. An increase or decrease outside of this range shall be deemed a major amendment and shall not be adjusted by staff.
3. Provide an enhanced landscape buffer (25' Type E) to shield the backs of buildings from the existing homes and street view from Turnersburg Hwy.
4. Enhanced landscape entrance into complex (flowerbeds, etc.).
5. Dedicate 40' of ROW from the centerline along James Farm Rd.
6. Provide a 20' easement for Public Utilities for the existing sewer line on the property.
7. The following amenities shall be included: covered picnic area, multi-purpose room, and playground.
8. 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 properties be changed as particularly set out below, said property being more particularly described as follows:

**Description**

Beginning at an unmarked point in the center of James Farm Rd. SR 2173 and being the southwest corner of the described tract; thence leaving James Farm Rd. N 03°09'48" E passing a rebar set @ 29.17' on the right of way for a total distance of 510.67' to a pipe found at the corner of lots 8 & 9 Plat Book 1 Page 129; thence N 03°04'43" E 252.32' to a pipe found at the corners

of Lots 3 & 4; thence N 04°12'15" E 99.02' to a pipe found at the northeast corner of Lot 2; thence S 83°26'36" E 344.94' to a rebar found the northwest corner of DWT1 Inc. (DB 2030, Pg. 2205); thence S 05°06'59" W 394.88' to a rebar found in the line of Iredell Water Corp. (DB 553, Pg 201); thence four (4) calls with Iredell Water Corp as follows: (1) N 85°04'02" W 99.51' to a rebar found, (2) S 04°55'03" W 199.50' to a rebar found, (3) S 85°02'22" E 199.04' to a rebar set, (4) N 04°57'54" E 127.69' to a rebar found; thence S 85°04'00" E 237.18' to a rebar set in the line of Lot 10 (PB 76, Pg 134); thence S 18°46'00" 40.78' to a rebar found at the corner of Lots 9 & 8; S 18°36'29" W 156.48' to a rebar found at the corner of Lots 6 & 5 (PB 76, Pg 134); thence S 18°35'38" W 120.26' to a 24" Maple; thence S 04°12'09" W passing a rebar set on the right of way @ 67.08' for a total of 99.01' to the center of James Farm Rd.; thence with James Farm Rd three (3) calls as follows: (1) N 82°17'54" W 395.90' to an unmarked point, (2) N 83°52'45" W 160.66' to an unmarked point, (3) N 85°07'58" W 25.57' to the point and place of beginning. Containing 8.488 acres inclusive of 0.410 acres in the right of way of James Farm Road. As shown on survey titled "Annexation Plat For: Fort Dobbs, LLC dated 09-21-2023 by Jordan Grant & Associates having Drawing File: 20220906-BDY-R1.

Addresses: James Farm Rd, Statesville, NC

This ordinance was introduced for first reading by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and unanimously carried on the 13th day of April 2026.

Ayes:  
Nayes:

The second and final reading of this ordinance was heard on the 4th day of May 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 4th day of May 2026.

CITY OF STATESVILLE

\_\_\_\_\_  
J. Douglas Hendrix, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager

**FROM:** Emily Kurfees, City Clerk

**DATE:** 4/2/2026 8:18 AM

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**ACTION NEEDED ON:** April 13, 2026  
(Date of Council Meeting)

## **COUNCIL ACTION REQUESTED:**

**Consider approving a member of City Council to be the voting member for the NC League of Municipalities.**

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### **1. Summary of Information:**

The League's Board of Directors represents a diverse group of cities and towns of all sizes, from the mountains to the coast. Working together with the entire membership, the Board is dedicated to representing the interests of all members and leading the League as one voice for cities and towns working for a better North Carolina.

The individual selected would vote for Statesville for members of the Board of Directors.

The North Carolina League of Municipalities (NCLM) is a nonpartisan association of cities, towns, and villages in North Carolina. Its purpose is to promote excellence in municipal government. The League carries out its mission through a range of services and by advocating the municipal viewpoint at the state and federal level.

### **2. Previous Council or Relevant Actions:**

Typically, it has been the Mayor who has been selected to vote on behalf of the City, although that does not have to be the case here.

### **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:**

None.

### **5. Consequences for Not Acting:**

The City will not have a vote on who the Board of Directors are or other legislative issues that may come to the League.

### **6. Department Recommendation:**

N/A

**7. Manager Comments:**

None.

**8. Next Steps:**

Submit the form to NCLM with the member selected.

**9. Attachments:**

None.

**DESIGN REVIEW COMMITTEE CALLED MEETING  
CITY HALL COUNCIL CHAMBERS  
JANUARY 14, 2026 @ 11:00 AM**

**Members Present:** John Marshall, Bryan George, Chuck Goode

**Absent:** Elena Sollazzo, John Furlow

**Staff Present:** Marci Sigmon, Lori Deal, Matthew Pierce, Joseph Campbell, Ron Smith

Chairman Goode welcomed everyone and called the meeting to order.

**Meeting Minutes**

**Marshall made a motion to approve the December 17, 2025 Called DRC meeting minutes as presented, seconded by George. The motion carried unanimously.**

**Consider Design Review Application DRC 26-01 from Carlos Leonardo, representative for ODA Architecture, Delco Partners Development Services, and the City of Statesville, to construct a 121-unit multifamily apartment building as part of the Master Development Agreement for property located along E Sharpe Street between S Center Street and S Tradd Street; Tax Map 4744-04-7938.**

Sigmon gave the following staff report:

The property located along East Sharpe Street between South Center Street and South Tradd Street, identified as Tax Identification Number 4744-04-7938, is currently being utilized as a parking lot for City of Statesville vehicles. Under a Master Development Agreement (“MDA”) with the City of Statesville, Delco Partners plan to construct a multifamily apartment complex on this parcel. The Design Review Committee reviewed and approved Phase I of the Master Development Agreement for the expansion of the City of Statesville Police Headquarters and a multi-level parking deck during 2024.

The applicant, Carlos Leonardo, who represents ODA Architecture, the City of Statesville and Delco Partners Development Services for this project, is requesting to construct a 121-unit multifamily apartment complex. The project will include a mix of studio, one-bedroom, and two-bedroom units, ranging in size from approximately 504 square feet to 1,212 square feet. In general, the proposed building will be C-shaped and include four stories. The height of the building at the tallest point will be approximately 54 feet, mostly at the corners of each building. Other heights will be 50 feet 8 inches and 46 feet 8 inches as the building elements stagger up and down. The building footprint area will be approximately 123,700 square feet.

Per the Master Development Agreement resident amenities will include secured tenant parking within the parking deck currently under construction at the corner of South Tradd Street and East Front Street per the MDA, a fitness center, co-working spaces, an interior courtyard, and additional apartment services. Rentable storage lockers will be provided on each residential level for tenant convenience.

ODA Architecture and Delco Partners state the design intent is to create a building that is cohesive with its downtown surroundings while reinforcing the existing architectural character of the district. The applicant states material selections and massing were carefully considered to complement nearby structures, including the adjacent parking deck and police department.

ODA Architecture and owner, Lippard Properties LLC, represented by Jeff Nichols with Schaeffer Architecture Design Associates, is requesting to renovate the front and rear façade of the building. The owner plans to move an existing downtown business into this location. The owner's plan is to install materials on the front of the building in order to resemble a historic building which once stood at this location. While trying to match the older building façade the owner is also requesting to use materials which reduce the building's maintenance needs.

Building materials include red colored brick, white colored brick, charcoal colored brick, charcoal colored board and batten siding, tan colored lap siding, beige colored lap siding, charcoal colored lap siding, beige colored windows, and black and bronze colored accent elements for balconies and amenity spaces. Placement of material elements include:

- Red colored brick will be located on the main building corners, extending into portions of the ground level for specific apartment stacks.
- White colored brick will be placed in middle segments of each building elevation along the ground level.
- Charcoal colored brick will be utilized at horizontal bands along the building corners, between areas of red brick.
- Charcoal (dark gray) board and batten siding will be located in middle portions of each building elevation for level two, level three, and level four.
- Tan lap siding will be positioned between window groupings and brick areas at the primary building corners.
- Beige lap siding will be placed on middle sections of each building elevation above the red brick on level two, level three, and level four.
- Charcoal lap siding is chosen for the balcony accents on the main building corners.
- All exterior windows, except the storefront systems, will be beige in color.
- The balcony railings, fourth floor amenity space railings, and any associated awnings will be either black colored aluminum or bronze colored aluminum.

Chairman Goode asked for anyone to speak on behalf of the project.

Carlos Leonardo representing ODA Architecture on behalf of Delco Partners stated the exterior design intent is to use materials, proportions, and rhythms along the façade to be consistent with the area. Amenities include a courtyard, fitness, and an outdoor rooftop patio on the 4<sup>th</sup> floor. The covered drive lobby entry includes a lounge, leasing office, dog washing station and bike storage.

Marshall asked if the different brick colors and siding are to incorporate the themes of the streetscape and Leonardo stated yes, so it does not feel out of place. George asked if the shell is cast material and Leonardo stated no. George asked if it is framed with a brick veneer and Leonardo stated yes. George asked about the railing on the rooftop patio and Leonardo stated the 42" parapet is the railing.

Goode stated his concern is the proposed apartments infringe on the setback from the police department and the building on the corner of Center and Sharpe Street. The apartments should be shifted north approximately 20 feet to be in alignment and in compliance with the DRC guidelines. Matthew Pierce, Downtown Statesville Development Corporation stated the zero lot lines pertain to adjacent properties including the police department and we want to maximize the city's future use of the police department by being able to expand all the way to Sharpe Street. We do not want to hinder the city's future use to

use the legally allowed distance to Sharpe Street and we want to set a precedent. Goode asked why the police department was not expanded to the front for alignment and Pierce stated due to the space requirements and for secure access into the parking deck. Roger Young, Delco Partners, stated there was discussion about the police department expansion on both sides, but the secure access to the parking deck was the deciding factor for expansion on the west side. Work being performed now in the police department will allow expansion on the east side. Marshall stated the houses on Sharpe Street are close to the street and Goode stated the height of the apartments is out of scale with the houses.

Goode asked for the board and batten and lap siding materials and Leonardo stated they are fibrous cement. Goode asked for the window materials and Leonardo stated vinyl on the units and aluminum on the ground floor store front. Goode stated vinyl is not allowed in the downtown and Leonardo stated it can be resolved. Goode stated exterior vents must match the color of the walls and Leonardo agreed they will match. Goode asked about the doors with a safety rail and Leonardo stated they are a Juliette balcony with a depth of 12 to 18 inches.

Sigmon asked if they will return to DRC with the color details and Young stated they will put together a sample panel and return for the final approval. Young stated the goal is to be out of ground by mid to late third quarter so they need structural and massing approval now to move forward with the design details for lighting, vents, and color palate. George stated the board is interested in the exterior lighting of the courtyard, pocket park, and along the streets in relation to the streetscape and Young stated design has not begun. George stated the material selection is important for the dumpster enclosure and Young stated they will be working with Sanitation, Technical Review Committee, and Sigmon.

George asked if Delco is the property manager and Young stated they have a property managing firm, MyNiche to handle leasing and maintenance.

**George made a motion to approve Design Review Application DRC 26-01 with the condition they return to DRC at a future date to provide details of design elements and materials, seconded by Marshall. The vote on the motion was as follows:**

**Aye: Marshall, George**

**Nay: Goode**

**Motion Carried: 2 to 1**

Goode asked since residents have been asked to conserve water, is there enough water supply to keep supporting new residential developments and Ron Smith, City Manager stated yes. Smith stated we are in a drought, but water is pulled from the South Yadkin River and the Catawba River (primary source) with a capacity of 15 million gallons per day and currently use between three and four million gallons per day.

### **Other Business**

The election of 2026 DRC Officers was delayed to a future meeting with at least four members present.

The meeting was adjourned.

**Planning Board Called Meeting Minutes  
City Hall Council Chambers – 227 S. Center Street  
February 9, 2026 – 6:00 p.m.**

**Members Present:** Alisha Cordle, Bernard Robertson, Joel Mashburn, Darrin Rucker, Cory Sloan, Corina Iyob

**Members Absent:** Roger Bejcek, Mark Tart

**Staff:** Matthew Kirkendall, Erika Martin, Joseph Campbell, Herman Caulder, Lori Deal

**Chairwoman Cordle called the meeting to order.**

**Approval of Minutes**

**B. Robertson made a motion to approve December 16, 2025, Planning Board minutes. Seconded by Mashburn. The motion carried unanimously.**

**ZC26-05 Dover Road (Larkin Commerce Park): Standard rezoning request for three parcels from RA (Residential Agricultural) District to HI (Heavy Industrial) District; filed by Richard Alan Lewis of TKC Land Development II, LLC, for property located on Dover Road inside the Larkin Commerce Park; Tax Map Numbers; 4752-26-3618, 4752-36-3615, and 4752-35-2809.**

**Action Requested**

Herman Caulder presented this rezoning request initiated by Mr. Richard Alan Lewis on behalf of TKC Land Development II, LLC, is to rezone three parcels located along Dover Road adjacent to the Larkin Commerce Park to fill in some existing gaps that were previously not purchased and rezoned when the Larkin Commerce Park was originally developed.

**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 RA (Rural Agricultural) District to 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 require a concept plan and 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.

**Previous or Relevant Actions**

The surrounding industrial development-Larkin Commerce Park- entered into a development agreement with the City of Statesville on September 16, 2019.

**Departmental 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.

B. Robertson asked what type of business is planned and Matthew Giannuzzi, The Keith Corporation stated it will be a Class A Industrial building. Caulder stated this case is a standard rezoning not tied to a concept plan because it is in an industrial park.

**Chairwoman Cordle opened the public hearing and being no speakers Chairwoman Cordle closed the public hearing.**

**Mashburn made a motion to approve ZC26-05 Dover Road (Larkin Commerce Park): Standard rezoning request for three parcels from RA (Residential Agricultural) District to HI (Heavy Industrial) District. 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. Seconded by B. Robertson. The motion carried unanimously.**

**ZC25-15 Japul Road (Harmony Vistas Subdivision): Recommendation for a rezoning application for properties located at the end of Japul Road and along Beauty Street, Statesville, NC; Iredell County Tax Map Parcel #'s 4754-25-4679 and 4754-35-2055; to rezone from R-10 (Urban Low Density Single-Family Zoning) District to R-8 CZ (Medium Density Single-Family Residential Conditional Zoning) District.**

Chairwoman Cordle stated this case was tabled at the December 16, 2025 Planning Board meeting so there is no public hearing. If anyone wants to speak for or against this project they can do so at the City Council meeting. Matthew Kirkendall stated the applicant has made revisions from the community meeting and the Planning Board meeting.

**Action Requested**

Matthew Kirkendall presented this rezoning request initiated by the property owner, Mark Misericocchi of Harmony Investing LLC, for two parcels (approximately 28.42 acres) located at the end of Japul Road and along Beauty Street. The request is to rezone them from R-10 (Urban Low Density Single-Family Residential) District to R-8 CZ (Medium Density Single-Family Residential) Conditional Zoning District.

**Summary of Information**

This is a conditional rezoning, meaning the project will be tied to the concept plan, along with any conditions approved by the Planning Board and City Council. 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 a single-family home subdivision under the Cluster 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.

They have committed 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. Providing Police Department approved security cameras at the entrances.
5. Dedicate 20' easement with 10' wide paved trail for Greenway trail to be maintained by the City of Statesville.
6. Stub to Greenbriar Ridge subdivision

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.

#### **Previous or Relevant Actions**

City Council approved the rezoning of the adjacent property to the south to R-8 CZ in 2023, the Greenbriar Ridge Subdivision. The Planning Board recommended tabling their recommendation until the January meeting. Since then, the applicant has proposed removing the entrance to the site from Japul Road.

#### **Departmental Recommendation**

The 2045 Land Development Plan is supportive of these parcels being rezoned, as it calls for this area to be Complete Neighborhood 2, is located in the ETJ, and all utilities are available.

Therefore, staff recommends **Option 1 - Approval** according to the original concept plan with the connection to Japul Road to rezone the properties, contingent upon annexation and the conditions listed on the concept plan. However, staff acknowledges that the UDC and Fire Code does not require the connection.

Ian Anderson, Landscape Architect with American Company representing the Harmony Vistas project stated the proposed connection to Japul Road has been eliminated. Planning staff said it was not required in the UDO and the Fire Inspector said it was okay since it is below the 100 unit threshold requiring two points of connection so it has been converted to a cul-de-sac. Sloan stated Engineering should investigate that a road that gets stubbed is a sub-collector for larger subdivisions.

B. Robertson asked about the road and drainage issues and Anderson stated there are two retention ponds and a drainage basin at the low point of Japul Road so when it rains the road is covered. The culverts need to be replaced so the drainage issue is more than updating the road. Their investigation found a dedicated 60' right of way along Japul road and the City Engineer told him it is not uncommon to have publicly dedicated right of ways that were never accepted by a jurisdiction. Mashburn asked for the status of Japul road and Anderson stated the connection has been removed from the revised site plan because it is not required by the UDO nor the Fire Code. Kirkendall stated he has spoken with the road builder's son and he does not know why the road was not dedicated to the City.

**Mashburn made a motion to approve ZC25-15 Japul Road (Harmony Vistas Subdivision): to rezone from R-10 (Urban Low Density Single-Family Zoning) District to R-8 CZ (Medium Density Single-Family Residential Conditional Zoning) District. The zoning amendment is recommended for approval with modifications with the agreed upon conditions which**

would include removing the connection to Japul Road which is consistent with the City's comprehensive plan, is reasonable, and in the public interest because the 2045 Land Development Plan supports the continuation of residential uses in this area and that neither the Unified Development Code nor the Fire Code require a second roadway connection. Seconded by B. Robertson. The motion carried unanimously.

**ZC26-01 540 Monroe Street Property:** Courtesy reading for a rezoning application filed for property located at 540 Monroe Street; parcel number 4744-41-0508; to rezone from B-5 (General Business) zoning district to R-5 (High-Density Single-Family Residential) zoning district.

**B. Robertson made a motion to recuse Cory Sloan, seconded by Rucker. The motion carried unanimously.**

#### **Action Requested**

Joseph Campbell presented this rezoning request initiated by Hedley Homes LLC, on behalf of property owners Marro Investments LLC, is for one vacant lot (approximately 1.08 acres) located at the corner of Monroe and Cass Street. The request is to rezone them from B-5 (General Business) Zoning District to R-5 (High Density Single-Family Residential) Zoning District.

#### **Summary of Information**

This is a straight rezoning; therefore, no conditions may be added. The properties are located within the city limits and will not need to be annexed. The properties are in a community that has a mixture of existing single-family houses and businesses. Although the B-5 (General Business) District is dominant in the area, there are also some parcels that are zoned R-5 (High Density Single-Family Residential) District with single-family homes present. This is a transitional area with many existing homes within the B-5 zoning district.

In the Uses permitted in the B-5 (General Business) zoning district shall be limited to those indicated in Table 3-1, which include lumberyards, storage units, auto body shops and other commercial activities that generate loud noises, heavy truck traffic or other potential nuisances to neighboring residential uses. If rezoned to R-5 (High Density Single-Family Residential) Zoning District; Uses permitted in this zoning district shall be limited to those indicated in Table 3-1, including detached single-family residential uses.

The 2045 Land Development Plan shows the property to be in an area suitable for Downtown Traditional Neighborhood 2 Character Intent which includes primary uses such as residential, and secondary uses as Institutional, Neighborhood-scale corner, commercial/office and pocket parks.

The surrounding zoning districts and land uses are as follows:

**North of the Site:**      **HI (Heavy Industrial) District**, with single-family homes and some R-5 in the vicinity.

**East of the Site:**      **B-5 (General Business) District**, with single-family homes and some R-5 in the vicinity.

**South of the Site:**      **B-5 (General Business) District**, with single-family homes and some R-5 in the vicinity.

**West of the Site:**      **B-5 (General Business) District**, with a trucking repair company and some R-5 in the vicinity.

**Previous or Relevant Actions**

City Council approved the rezoning of two lots on Bond Street in 2025, five of the lots located at the intersection of Monroe Road and Jost Street in 2024, and three of the lots in the same block were rezoned to residential in 2022.

**Departmental Recommendation**

The 2045 Land Development Plan is supportive of this parcel being rezoned to residential due to existing conditions. There are several R-5 Residential Districts North, South, and East of the site that have been rezoned from HI and B-5 (General Business) to R-5. Additionally, the small area plan for Monroe Street supports this parcel to transition to a Neighborhood District.

Therefore, staff recommends **consistency statement option 1 to approve** rezoning this property from B-5 (General Business) District to R-5 (High Density Single-Family Residential) District.

**Chairwoman Cordle opened the public hearing and being no speakers Chairwoman Cordle closed the public hearing.**

**B. Robertson made a motion to approve ZC26-01 540 Monroe Street to rezone from B-5 (General Business) zoning district to R-5 (High-Density Single-Family Residential) zoning district. The zoning amendment is recommended for approval because 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 residential uses in this area. Seconded by Iyob. The motion carried unanimously.**

**B. Robertson made a motion to return Sloan, seconded by Rucker. The motion carried unanimously.**

**ZC26-02 149 Weeping Cherry Property: Courtesy reading for a request to remove a portion of parcel 4735-17-3043 from the City of Statesville ETJ (Extra-Territorial Jurisdiction) zoning district to Iredell County’s jurisdiction.**

**Action Requested**

This request, initiated by Mr. Derek Jordan on behalf of the Doris M Johnson Revocable Living Trust is to remove a portion of the parcel (approximately 18 acres) located at 149 Weeping Cherry Lane from the City’s ETJ (Extra-Territorial Jurisdiction) zoning to Iredell County’s jurisdiction.

**Summary of Information**

This parcel is split zoned between the City of Statesville’s ETJ – R-10 (Urban Low Density Single-Family Zoning) District and Iredell County RA (Residential Agricultural). Approximately 18 acres of the 41.43-acre parent parcel is within the City of Statesville’s ETJ. The remaining approximately 23 acres of the parcel is located in Iredell County.

The property owner is considering subdividing their property into large tracts of land that could be served without Statesville utilities. They are asking to be released from Statesville’s jurisdiction to Iredell’s jurisdiction to allow such subdivision and subsequent development to occur entirely under the County’s rules.

The 2045 Land Development Plan shows the property to be in an area suitable for Rural character intent which includes residential and agricultural uses. This area is in Tier 3 of the Tiered Growth Map.

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

**North of the Site:** Iredell County RA (Residential Agricultural) District, with undeveloped land and single-family homes in the Northmont Subdivision.

**East of the Site:** Iredell County RA (Residential Agricultural) District, with undeveloped land.

**South of the Site:** Statesville R-10 (Urban Low Density Single-Family), with single-family homes along Old Wilkesboro Road and within the Canterbury Subdivision.

**West of the Site:** Statesville R-10 (Urban Low Density Single-Family), with single-family homes along Old Wilkesboro Road

If this request is approved by City Council, the property will be released to Iredell County to establish an appropriate County zoning district.

#### **Previous or Relevant Actions**

N/A

#### **Departmental Recommendation**

The 2045 Land Development Plan is supportive of this request, as it calls for this area to be Rural all no utilities are available.

Therefore, staff recommends **approval – option 1** to relinquish the properties from the ETJ.

Phillip Johnson stated the property was in a trust and their mother has passed away and the property is being divided equally between three grandchildren.

#### **Chairwoman Cordle opened the public hearing.**

Lloyd Johnson stated the property is being divided among his nieces and nephew. One of the nieces would like to build a house on the property but cannot because the road does not meet city zoning so the permit has been denied and it would be a benefit if the nieces and nephew can live there.

#### **Being no other speakers Chairwoman Cordle closed the public hearing.**

Sloan asked if a variance could be requested and Martin stated the property is split between jurisdictions so staff supports moving the property to the county so it can be developed under county rural standards.

**Sloan made a motion to approve ZC26-02 149 Weeping Cherry Property to remove a portion of parcel 4735-17-3043 from the City of Statesville ETJ (Extra-Territorial Jurisdiction) zoning district to Iredell County’s jurisdiction. The zoning amendment is hereby recommended for approval and is consistent with the City’s comprehensive land use plan, is reasonable, and in the public interest because: The 2045 Land Development Plan is supportive of this request, as**

**it calls for this area to be Rural and no City of Statesville utilities are available. Seconded by B. Robertson. The motion carried unanimously.**

**Mashburn made a motion to adjourn, seconded by B. Robertson. The motion carried unanimously.**



**Statesville ABC Board  
Minutes**

Tuesday February 24, 11:00am

Meeting in the Board Room of the Statesville ABC Board

**I. Call to order**

The meeting was called to order by Ron Matthews, Chairperson. In attendance were board members David Pope and Michelle Rokes; Tip Nicholson, General Manager; Paulette Inscoe, Assistant 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 January 27, 2026 meeting**

Approved unanimously

**IV. Reports**

- Reports from the NCAABC and ABC Commission

No report

- Store reports from staff

Ms. Inscoe reported that even though we lost a day of sales to the bad weather, we had a lot of sales prior to the storm. We continue to convert lights to led in the downtown store. We have a new clerk supervisor at store 2, Patrick Malbeuf. The work done on our entrance door has solved our past problems during cold weather. We are converting to a new phone system at both stores.

- Financial Report

Monthly Sales Figures

| January  | % Compared to Last Year | % Year to Date |
|----------|-------------------------|----------------|
| Store #1 | -4.81                   | -5.69          |
| Store #2 | -0.07                   | 1.55           |
| Total    | -2.86                   | -2.71          |
| NC Total | 3.08                    | -0.54          |

**V. Old & New Business**

No old or new business

**VI. Other business**



Next scheduled meeting date is February 24, 2026

**Adjournment**

The meeting was adjourned at 11:17am.

Ron Matthews

A handwritten signature in black ink, appearing to read "Ron Matthews", written over a horizontal line.

David Pope

A handwritten signature in black ink, appearing to read "David Pope", written over a horizontal line.

Michelle Rokes

A handwritten signature in black ink, appearing to read "Michelle Rokes", written over a horizontal line.

**Planning Board Meeting Minutes  
City Hall Council Chambers – 227 S. Center Street  
February 24, 2026 – 6:00 p.m.**

**Members Present:** Alisha Cordle, Bernard Robertson, Joel Mashburn, Darrin Rucker, Cory Sloan, Roger Bejcek

**Members Absent:** Corina Iyob, Mark Tart

**Staff:** Joseph Campbell, Herman Caulder, Randall Moore

**Chairwoman Cordle called the meeting to order.**

**Approval of Minutes**

**Bejcek made a motion to approve the June 24, 2025 and August 26, 2025 Planning Board minutes. Seconded by Mashburn. The motion carried unanimously.**

**TA26-01 Filed by the City of Statesville 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**

**Action Requested**

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.

**Summary of Information**

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.

#### Previous Action

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 15<sup>th</sup> of April, 2019.

#### Consistency Statements

##### Option 1: Approve (Staff Recommendation)

The text amendment is **recommended for approval**, it is consistent with North Carolina General Statutes for Stormwater Regulations and the future High Rock Lake Watershed rules, is reasonable and in the public interest.

##### Option 2: Deny

The text amendment is **recommended for denial** because it is not reasonable and in the public interest.

Randall Moore presented a slideshow of the major changes to the Stormwater Unified Development Code, Appendix A, Article 8, Section 8.05-Stormwater Management & Appendix A, Article 6, Section 6.04-Landscape Standards, and E. Grading Standards for Stream and Wetland Protection.

Sloan stated the rules as written will “handcuff” small business owners trying to provide additional pavement to meet parking requirement minimums that trigger stormwater requirements because redevelopment is currently defined as any net increase in built upon area. Sloan recommended a provision for redevelopment to allow up to 5,000 sq. ft. of new built upon area to install code required sidewalks, curb and gutter, and paved parking for an ADA space if required to retrofit a parking lot. Sloan asked if this was included in the text amendment and Moore stated no. The city matches the state’s requirements from the model ordinance applied to redevelopment so it would require a conversation with the state to make sure we meet compliance of our post construction compliance permit.

Sloan asked if stormwater plan review can be removed from the Planning TRC review and Moore or a stormwater team member be included in the pre-application meetings and Moore stated we are not doing the post construction stormwater review during TRC. Everything is funneled through Planning and there is not an intake process for stormwater to ensure complete applications are submitted. The TRC process gets slowed down because items are missing and fees are not paid then multiple reviews are needed for requirements for the post construction stormwater review, so they are looking for ways to improve stormwater plan review and TRC review.

**Chairwoman Cordle opened the public hearing and being no speakers Chairwoman Cordle closed the public hearing.**

**Sloan made a motion to approve TA26-01 with modifications to allow for 5,000 square feet of new built upon area before the stormwater ordinance is triggered and that the plan review from concept plan for stormwater and TRC review remains going through Planning, Seconded by Bejcek.**

**The vote on the motion was as follows:**

**Ayes: Robertson, Sloan, Mashburn, Rucker, Bejcek**

**Nays: Cordle**

**Motion Carried 5 to 1**

Moore stated the allowance for 5,000 sq. ft. on redevelopment may not be possible with the stormwater permit.

**Robertson made a motion to adjourn, seconded by Bejcek. The motion carried unanimously.**

**Planning Board Meeting Minutes**  
**City Hall Council Chambers – 227 S. Center Street**  
**March 24, 2026 – 6:00 p.m.**

**Members Present:** Alisha Cordle, Bernard Robertson, Cory Sloan, Roger Bejcek, Corina Iyob, Mark Tart

**Members Absent:** Joel Mashburn, Darrin Rucker

**Staff:** Joseph Campbell, Herman Caulder, Erika Martin, Trey Robertson – City Council Liaison

**Chairwoman Cordle called the meeting to order.**

**Approval of Minutes**

**Robertson made a motion to approve the February 9, 2026 and February 24, 2026 Planning Board minutes. Seconded by Bejcek. The motion carried unanimously.**

**ZC26-06 Turnersburg Hwy (QuikTrip)**

Joseph Campbell introduced the case to conduct a courtesy hearing for ZC26-06 Turnersburg Hwy (Quick Trip) to rezone from Iredell County GB CUD (General Business) Conditional Use District and Iredell County HB CUD (Highway Business) Conditional Zoning District to City of Statesville B-4 CZ (Highway Business) Conditional Zoning District and consider making recommendations to City Council.

**Summary of Information**

This request, initiated by Mr. Thomas Donton on behalf of QuikTrip Corporation, is to rezone six parcels located along Turnersburg Highway adjacent to the adjacent to Interstate 77. The request to construct a convenience store/fueling station and for future development for the vacant parcels adjacent.

This is a conditional rezoning, meaning the project will be tied to the concept plan (see attached), along with any conditions agreed upon by the applicant and City Council. There are six parcels included in this request totaling approximately 24.1 acres. Five contiguous parcels create the site where the future convenience store/fueling station will be developed along with future development not yet proposed. The future developments use will be aligned with its zoning designation, with conditions. One other parcel with an existing food establishment is also being included in the commercial rezoning. The request is to rezone from Iredell County GB CUD (General Business) Conditional Use District and Iredell County HB CUD (Highway Business) Conditional Zoning District to City of Statesville B-4 CZ (Highway Business) Conditional Zoning District. The B-4 district allows intensive retail sales and services that depend upon high traffic volumes. The applicant is also seeking annexation concurrently into the City of Statesville.

The 2045 Land Development Plan shows the property to be in a Tier 2 Growth Area suitable for Activity Corridor character intent.

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

**North of the Site:** Iredell County HB (Highway Business).

**East of the Site:** Iredell County HB (Highway Business) & Interstate 77.

**South of the Site:** Iredell County R-20 (Single-Family Residential)

**West of the Site:** Iredell County RA (Residential Agriculture)

Draft conditions proposed are:

1. Provide an enhanced landscape buffer (30' Type F) along property adjacent to I-77.
2. Dedicate 55' of ROW from centerline along Turnersburg Hwy.
3. The Concept Plan and subsequent submittals to the City for plan review shall list the approved conditions as listed in this Ordinance.
4. Convenience Store/Fueling Station site to stub to future development (location to be determined at time of construction document submittal).
5. All B-4 uses may be permitted with the exception of the following prohibited uses: (Amusement Arcades, Billiards, Pool Halls), (Asphalt, Concrete, Cement, Gypsum, Plaster Manufacturing/Mixing Plants), Cemetery/Human Mausoleum, (Circus, Carnival, Fair), Construction Trailers and Mobile Construction Offices, Crematorium and Funeral Homes, Corner Duplex, Flea Market, Heating and Cooling, Heating and Refrigeration Repair, Pawn Shops, Landfill, Laundry (Coin Operated), Liquor Store, Monument Sales, Motor Repairs (Small/Minor), Recycling Collection Center (Small), Seasonal Roadside Stands, Sewer Treatment Plant/Facility, Tattoo (Body Art), Taxi Stand, Tobacco Shop (Including Hookah and Vape), Truck/Farm Equipment Sales and Services, Wood Working Shops, Yard Sales, and Zoos.

**Previous or Relevant Actions**

Two parcels adjacent to these properties (Statesville Logistics Park) was rezoned and annexed in April 2022.

**Strategic Initiative Supported**

Connecting our City.

**Budget/Funding Implications**

Unknown.

**Consequences For Not Acting**

The properties would remain in Iredell County's jurisdiction.

**Department Recommendation**

The 2045 Land Development Plan is supportive of this request, as it shows these parcels to be in the Activity Corridor intent area, which provides opportunities for a mix of commercial retail along the corridor. The Tier 2 Growth Area shows this site as suitable for development which supports this request; however, these parcels are currently beyond the Fire Department's preferred response time.

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

**Manager Comments**

N/A

### **Next Steps**

Recommendation from the Planning Board and City Staff moves to City Council for the first reading of ZC26-06 Turnersburg Hwy (QuikTrip) and public hearing running concurrent with the annexation petition on May 4, 2026.

Campbell stated staff and the developer have agreed to change condition 2 requesting to dedicate 50' of ROW from centerline along Turnersburg Hwy. to the developer's request not to dedicate that land and instead to reserve that area with no vertical building for future involvement with the NCDOT.

Bejcek asked why a stub was not required to the other property and Campbell stated there is a connection but it is not shown on the site plan.

Robertson asked if there are enhancements to US Hwy 21 and Costi Kutteh, representing Thomas Danton, stated the TIS (traffic impact analysis) has been requested but is not back yet. The DOT has agreed the entrance to this property will match up with the Arby's and the 7-Eleven across the street. The same person owns this property and the Arby's so it is included in the rezoning and annexation requests since it is consistent with the Tier 2 Growth Area and the 2045 Plan and Quick Trip is willing to add connectivity wherever necessary to maximize the site.

Campbell stated the developer agreed a stub will be added but did not want to be tied to a specific location that does not work for future development. Erika Martin, Planning Director stated the condition is they will show where the connection is at construction document submittal.

lyoob asked for the minimum response time for fire and Campbell stated he does not have that information, but normally they like to stay within a four minute response time. Kutteh stated a large tract rezoned to LI for warehousing is in the same vicinity and fire response time has been addressed and is satisfactory while it is outside of the four minute response time. Martin stated commercial buildings will be sprinkled.

Tart asked if construction trailers and offices are prohibited and Campbell stated they are not allowed as a primary use of the property as a storage yard for temporary construction mobile offices, trucks or trailers, but are allowed during construction.

**Chairwoman Cordle opened the public hearing and being no speakers Chairwoman Cordle closed the public hearing.**

**Bejcek made a motion to approve ZC26-06 Turnersburg Hwy (QuikTrip) with staff recommendation Option 1. The zoning amendment is recommended for approval with the agreed upon conditions and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because the 2045 Land Development Plan supports this area as suitable for Complete Neighborhood 1, which includes a mix of residential uses, Seconded by Robertson. The motion carried unanimously.**

### **ZC26-08 Buffalo Shoals Road (Killington Reserve Apartments)**

Matthew Kirkendall introduced the case to conduct a courtesy hearing and consider making a recommendation for rezoning ZC26-08 Buffalo Shoals Road (Killington Reserve Apartments) to rezone from CU B-5 (Conditional Use General Business) District to R-5 MF CZ (High Density Multi-Family Residential) Conditional Zoning District.

### **Summary of Information**

Ms. Karen Perry of KRP Investments, LLC requests a total of 5.284 acres to be rezoned from B-5 CZ (General Business) Conditional Zoning District to R-5 MF CZ (High Density Multi-Family Residential) Conditional Zoning District, to build a 74-unit, apartment community. This is a Low-Income Housing Tax Credit (LIHTC) project specially designed for families with income restrictions. The proposed project site is located at the intersection of Buffalo Shoals Road and Garner Bagnal Boulevard.

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the City Council. The proposal would provide one-, two- and three-bedroom low-income apartments within multiple three-story structures. The required neighborhood input meeting was held on March 9, 2026, where there were no attendees.

The base R-5 MF District requires 25' front and rear setbacks and a 5' on the side. Further, there is a 35' height limit and the development must have a minimum of 10% active open space (a minimum of .53 acres for the proposed project site). The proposed concept plan indicates that the project meets all required setbacks, and height restrictions. The entrance will have enhanced landscaping and parking lot trees will be provided.

This property is within the City Limits and will not need to be annexed. Water and sewer services will be provided by the City of Statesville and Statesville Public Power will provide electricity. The 2045 Land Development Plan projects the property as suitable for Complete Neighborhood 2, which includes a variety of housing types. The property is located within the Tier 1 Growth Area of the Tiered Growth Map.

### **Planning Staff have recommended the following conditions:**

1. This will be an income restricted family-oriented community.
2. The landscaping buffer along Gardner Bagnal Blvd. will be increased from an 8ft Street Yard Standard to a 25ft Type E Buffer.
3. Dedicate sewer easement(s) to the City of Statesville.
4. Forty (40) feet from center line of Buffalo Shoals Road will be dedicated to NCDOT per the 2019 Mobility and Development Plan.
5. The primary materials used on the exterior of the buildings will be brick or fiber cement.

### **Department Recommendation**

Therefore, staff recommends **Option 1 - Approval** of this request, contingent upon annexation and the applicant agrees on the conditions.

Iyoob asked if sidewalks would be allowed on Garner Bagnal Blvd. to implement more pedestrian access and Kirkendall stated because Garner Bagnal is partial access control NCDOT will not allow a sidewalk within the right of way so there is no proposed sidewalk to the north, but there is existing sidewalk on Buffalo Shoals Road. Iyoob asked if a crosswalk is proposed and Martin stated it is a signalized intersection with a sidewalk north of Garner Bagnal Blvd. but will need to work with DOT to implement if it is possible.

**Chairwoman Cordle opened the public hearing and being no speakers Chairwoman Cordle closed the public hearing.**

**Tart made a motion to approve ZC26-08 Buffalo Shoals Road (Killington Reserve Apartments) with staff recommended Option 1. The zoning amendment is recommended for approval with the**

agreed upon conditions and is consistent with the City's comprehensive land use plan, is reasonable, and in public interest because the 2045 Land Development Plan calls for this this area to be Complete Neighborhood 2, which includes residential uses, Seconded by Bejcek. The motion carried unanimously.

### **ZC26-07 James Farm Rd (Ochre Hill Apartments)**

Campbell introduced the case to conduct a courtesy hearing for ZC26-07 James Farm Rd (Ochre Hill Apartments) from B-5 CZ (General Business) Conditional Zoning District to R- 5MF CZ (High Density Multi-Family Residential) Conditional Zoning District and consider making recommendations to City Council.

#### **Summary of Information**

This request, initiated by Catherine Connors on behalf of Solstice Partners LLC, is to rezone 2 parcels, approximately 8.42 acres, to construct 4 apartment buildings with 72 units.

This is a conditional rezoning, meaning the project will be tied to the concept plan (see attached), along with any conditions agreed upon by the applicant and City Council. The proposed site is mostly wooded and located in the northern portion of city limits. These parcels were rezoned in 2024 from R-15 (Urban Fringe Low Density Single-Family Residential) Zoning District to B-5 CZ (General Business) Conditional Zoning District, with the condition that use for this property are limited to self-storage mini warehouses. The applicant is applying to rezone the properties to build multi-family apartment buildings.

The current uses permitted in the B-5 CZ (General Business) zoning district are limited to those approved in 2024 to the original concept plan which was specified as a mini-storage lot and an office. If rezoned to R-5MF CZ (High Density Single-Family Residential) Zoning District; uses permitted in this zoning district shall be limited to those indicated in Table 3-1, which includes attached and detached residential uses.

A neighborhood impact meeting was held on March 9, 2026, at the Statesville Fitness and Recreation Center. Three members of the public were in attendance and had no issues with the proposed development. A member of Iredell County Water Corporation was in attendance and requested the developer install fencing around the Iredell Water-owned parcel adjacent to the proposed site.

Draft conditions proposed are:

1. This will be a family-orientated community for affordable housing.
2. The development will include a maximum of 72 multi-family units. A reduction in units up to 10% may occur due to engineering and/or other factors; such a decrease will be approved by staff.
3. Provide an enhanced landscape buffer (25' Type E) to shield the backs of buildings from the existing homes and street view from Turnersburg Hwy.
4. Enhanced landscape entrance into complex (flowerbeds, etc.).
5. Dedicate 40' of ROW from centerline along James Farm Rd.
6. Public Utilities requesting a 20' easement for existing sewer line on property.

7. The following amenities shall be included: covered picnic area, multi-purpose room, and playground.
8. The Concept Plan and subsequent submittals to the City for plan review shall list the approved conditions as listed in this Ordinance.

The 2045 Land Development Plan shows the property to be in an area suitable for Complete Neighborhood 1 Character Intent which includes existing and new opportunities for compact and walkable multifamily neighborhoods located along major city corridors with potential for multimodal transportation options. These neighborhoods are designed to accommodate various forms of housing choices (see page 37 of 2045 LDP) and larger apartment complexes and condominiums.

The surrounding zoning districts and land uses are as follows:

- North of the Site:** B-4 (Highway Business) District with undeveloped land.
- East of the Site:** R-5MF & R-15 (High Density Single-Family and Urban Fringe Low Density) District, with single-family homes.
- South of the Site:** O + I-2 (Office and Institutional Complex) District, with existing single-family homes.
- West of the Site:** R-10 (Urban Low Density) District, with existing single-family homes.

**Previous or Relevant Actions**

City Council approved the rezoning of this parcel from R-15 to B-5CZ in April 2024, with the condition that the use for this property is limited to self-storage mini warehouses.

**Strategic Initiative Supported**

Connecting our City.

**Budget/Funding Implications**

Estimated value at full build out will be approximately \$5.88M.

**Consequences For Not Acting**

Without rezoning, the property would be able to be developed under the B-5 CZ (General Business) zoning regulations with the condition that the only permitted use is self-storage mini warehouses.

**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 a Complete Neighborhood 1 intent area, which supports this request.

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

**Manager Comments**

N/A

**Next Steps**

Recommendation from the Planning Board and City Staff moves to City Council for the first reading of ZC26-07 James Farm Rd (Ochre Hill Apartments) on April 13, 2026.

Campbell stated condition 2 has been revised to the development will include a minimum of 64 and a maximum of 72 multi-family homes. An increase or decrease outside of this range shall be deemed a major amendment and shall not be adjusted by staff. This means a variance outside this range of units will be required to go through this process again.

Bejcek asked about the well on the site plan and Campbell stated there is an easement to it on the parcel. Tart asked about the active open space and Campbell stated they are required to have ≈ 36,200 sq. ft. of active open space and they have submitted ≈ 37,500 sq. ft. and this will be checked by TRC to confirm if requirements have been met.

Tammy Stern with Solstice Partners summarized their request presented by Campbell. Robertson asked for the siding material used with the brick and Stern stated vinyl. Bejcek asked for the timeline and Stern stated they should have the tax credit funding award at the end of summer and if fully funded then civil engineering construction documents would begin.

**Chairwoman Cordle opened the public hearing and being no speakers Chairwoman Cordle closed the public hearing.**

**Robertson made a motion to approve ZC26-07 James Farm Rd (Ochre Hill Apartments) with option 1. The zoning amendment is recommended for approval with the agreed upon conditions and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because the 2045 Land Development Plan supports this area as suitable for Complete Neighborhood 1, which includes a mix of residential uses, Seconded by Iyob. The motion carried unanimously.**

#### **ZC26-04 Wall Street (Havenwood Subdivision)**

Matthew Kirkendall introduced the case to conduct a courtesy hearing and consider making a recommendation for rezoning ZC26-04 Wall Street (Havenwood Subdivision), for three parcels located at the end of Wall Street to rezone from LI (Light Industrial) District to R-5 MF CZ (High Density Multi-Family Residential) Conditional Zoning District.

#### **Summary of Information**

This is a conditional rezoning filed by Matt Dent of Smith Douglas Homes. If approved, the project will be tied to the concept plan (see attached), along with any conditions approved by the Planning Board and City Council. The properties are located within the city limits, and the proposed project site is approximately 139 acres located at the end of Wall Street. The applicant is applying to rezone the properties to build a subdivision with both single-family detached and duplex homes.

A community input meeting was held on January 28, 2026, attended by 11 members of the community. Concerns voiced at this meeting include the current condition of Wall Street and what improvements would be required as well as the proposed location of utility line extensions.

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.

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.

The concept plan shows 14.03 acres of active open space (13.95 acres required) which includes a community pool and cabana, grass play areas, and benches. 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. In addition, water, sewer, and Statesville Public Power will serve the site.

The surrounding zoning districts and land uses are as follows:

There are existing residential zoning districts to the south, west and northwest of the site with undeveloped land, the Larkin Subdivision, and the proposed Highland Acres subdivision.

Northeast of the site is zoned light industrial with undeveloped land. East of the site is I-77.

The applicant has committed to the following conditions:

1. The concept plan and subsequent submittals to the City for plan review shall list the approved conditions as listed in this ordinance.
2. The total number of dwelling units on the property shall not exceed ten percent 302 dwelling units, a reduction in units up to (10%) may occur due to engineering and/or other factors; such a decrease will be approved by staff. by the Planning Director.
3. A Traffic Impact Analysis will be required and any mitigations in the TIA will be constructed at the developers expense.
4. A 10ft paved greenway shall be provided, in accordance with the City of Statesville Greenway Standards and an associated 20ft greenway easement shall be dedicated to the City of Statesville.
5. Primary front elevations shall include a mix of materials that includes, but is not limited to vinyl, brick, stone, masonry, fiber-cement siding, engineered wood, or materials of comparable durability and appearance.
6. Development amenities shall include but are not limited to: a community pool, cabana, grass play areas, and benches.

**Previous Council/Relevant Actions:** the properties were rezoned to Light Industrial in 2022.

**Department Recommendation:** Therefore, staff recommends **Option 1 - Approval** of this request, contingent upon agreeing to the conditions listed on the concept plan.

Robertson asked if Wall Street will be widened and Kirkendall stated it will meet the minimum pavement width of the Engineering requirements. Bejcek asked how properties to the south will be accessed and Kirkendall stated the two properties to the south is a creek and a floodplain so the concept plan does provide stubs.

Logan Creech with Smith Douglas Homes introduced Andrew Allison of the Timmons Group and Thomas Shirley with Kimley Horne and stated this is the first community in Statesville. Allison stated there are 2.17 units per acre, 52ft minimum lot width, and homes will be 38ft wide. Shirley stated he is working on the TIA for this project with city staff and the NCDOT. Creech stated when all approvals are received, construction documents could begin July 2026 and break ground in the fall of 2027.

Bejcek asked if the stub outs to the south will adjoin Larkin and Creech stated due to the wetlands and topography they are not planning to pursue these properties, but another developer could. Iyob asked about a phase I and phase II and Creech stated it has not been broken into phases, but the TIA will be tied to the completion of the improvements by the 50<sup>th</sup> home and go from there.

**Chairwoman Cordle opened the public hearing.**

Laury Brown asked if there is one way in and one way out for fire service and Martin stated this will be verified with the Fire Marshall's office for their recommendation.

**Chairwoman Cordle closed the public hearing.**

There was discussion regarding concerns for high density development in this area, one way in for fire access, and R-5 is not harmonious with existing neighborhoods.

**Bejcek made a motion to approve ZC26-04 Wall Street (Havenwood Subdivision) with option 1. The zoning amendment is recommended for approval with the agreed upon conditions and is consistent with the City's comprehensive land use plan, is reasonable, and in public interest because the 2045 Land Development Plan supports this area to be Complete Neighborhood 2, which includes residential uses.**

There was not a second to this motion.

**Tart made a motion to deny ZC26-04 Wall Street (Havenwood Subdivision) with option 2. The zoning amendment is recommended for denial even though it is consistent with the City's comprehensive land plan. However, it is not reasonable, nor in the public interest to approve this residential proposal as it was rezoned to Light Industrial in 2023. Furthermore, Iredell Economic Development Corporation has indicated this area is a strategic area for industrial. Therefore, as part of this action, the Planning Board recommends updating the 2045 Land Use Plan to support an Employment Center / Industrial Flex land use designation, seconded by Robertson.**

**The vote on the motion was as follows:**

**Ayes: Tart, Robertson, Iyob**

**Nays: Cordle, Bejcek**

**Motion Carried 3 to 2**

**TA26-02 Text Amendments Batch 1**

Erika Martin introduced the case to conduct a courtesy hearing for Text Amendment-02 (TA26-02) and consider making a recommendation to the City Council for Batch 1 text changes to the Unified Development Code.

1. **Summary of Information:** The City of Statesville is proposing several text amendments (Batch 1) to the Unified Development Code to provide thoughtful flexibility to a variety of uses as outlined below and reflect feedback from the City Council.
  - **Adult/Child Home Daycare:** Residential daycare capacity is currently limited by locally established numerical caps that conflict with the state's requirements. The proposed text

amendment will simply require conformance with the requirements of the North Carolina Department of Health and Human Services.

- **Electronic Signage for Public Use Facilities:** Electronic signage is currently allowed in all commercial districts except for the Central Business (CB) district and Central Business Perimeter (CBP) district. The proposed text amendment will allow public use facilities in the CBP district to utilize Light-Emitting Diode (LED) signage, while keeping such signage from the CB district.
- **Innovation & Flexibility (IF) District:** The UDC is antiquated and may be inadvertently discouraging proposals that may be in alignment with the 2045 Comprehensive Plan, strategic initiatives of the City, or innovative uses. The proposed text amendment creates opportunities for a conditional zoning district that provides pre-determined flexibility and allows a broad mix of compatible uses or a vital singular use.
- **Public Training Facilities:** The UDC has a minimum distance of 100 ft from Public Training Facilities to residential property lines. The proposed text amendment would revise the measurement from the property line to existing residential structures.
- **Small Scale Mixed Use:** The UDC discourages small-scale mixed-use development (commercial on the bottom floor with upper story residential). The proposed amendment
- **Small-Scale Multi-family:** The UDC has provisions for duplexes, requiring the lot size to be significantly greater than the requirements for single-family residential. The UDC is silent on triplexes and considers four (4) or more units to be multi-family or townhomes. The proposed text amendment provides a by-right path forward for infill, missing middle housing.
- **Townhomes & Apartments:** The UDC provides an option for projects of 4 or more units to obtain a Special Use Permit or a Conditional Rezoning. The proposed text amendment would change the process to Conditional Rezoning to allow community input and more flexible consideration by the City Council.
- **Special Use Permits:** Special Use Permits are conducted through an evidentiary hearing in which public input is severely limited, and facts are reviewed based on criteria established by the state. The proposed amendment would have the Board of Adjustment (instead of the City Council) review certain uses to ensure properties are not adversely impacted.

2. **Previous Council or Relevant Actions:** NA
3. **Strategic Initiatives Supported:** Connecting Our City/Connecting Our Community
4. **Budget/Funding Implications:** NA
5. **Consequences for Not Acting:** NA
6. **Department Recommendation:** Option 1, approval as presented.
7. **Manager Comments:** NA
8. **Next Steps:** Recommendation from the Planning Board and City Staff moves to City Council for the 1<sup>st</sup> Reading of the TA26-02 and public hearing on April 13, 2026.
9. **Attachments:**
  - Proposed Amendments (working copy)
  - Proposed Amendments to Permitted Use Table (working copy)
  - Consistency Statement

Tart asked for more information on small scale mixed use and Martin stated it is one commercial building with one residence on the upper story similar to downtown up to one acre so it does not trigger stormwater and encourages infill development and less sprawl. Bejcek asked if this becomes the new zoning for this property and Martin stated yes and this is why it is important to show how it aligns with the comprehensive plan. Tart asked if this is spot zoning and Martin stated it is not spot zoning if you show how it aligns with the Comprehensive plan. Tart stated it is a tract here and there as opposed to a large area and Martin stated conditional zoning is like that now so spot zoning is not illegal in North Carolina.

Cordle and Bejcek stated they are opposed to LED signs in downtown and neighborhoods. Martin stated this opens the door to allow the Statesville Event Center, Fire Department, and Police Department to have LED signs in the CBP. Tart stated this opens the door to businesses in CB to request these signs.

Cordle asked how close a burn tower can be to a property line and Martin stated it would be measured from the existing residence.

**Chairwoman Cordle opened the public hearing.**

Cory Sloan stated the Event Center should request a variance for a special sign. He has heard many are in favor of Infill development but parking from an alley in the existing street blocks does not work because of the townhome driveway minimum width requirement. He would change to when creating a new street for proposed townhomes they should be rear loaded.

Laury Brown, who lives in Beverly Heights, asked the board not to recommend the transfer of special use permits from City Council to the Board of Adjustment. Removing special use permits from City Council removes a layer of accountability and transparency for the citizens. Her concerns are the disparity of resources and the interpretation of the long term vision. She asks for removal of the transfer of authority from the proposed text amendment with a modification to the proposed text amendment.

Martin stated that regarding alley parking the code has a lot of connection points so a conflict statement is included that additional requirements are spelled out in the proposals governs so small multi-family does allow parking in front as long as there is a grass strip between the driveways. City Council and staff are in alignment this is not taking anything away but giving the public the ability to speak to this board and to the City Council directly regarding special use permits. If there is a special use permit you cannot speak to city council and hire an expert where this process allows anyone to speak to the board and speak their views, which can become conditions to mitigate concerns. Her recommendation if there is a concern with one of the uses is that it be moved from a special use permit to a conditional zoning request.

Brian Jones, NYP Construction, stated they are in favor of the small-scale mixed-use for small business to add housing and bring in more residents.

Laury Brown stated her concern is there are 29 uses in the matrix that require special use permits and there are things that need to be removed from that list but they will not be heard by City Council.

**Chairwoman Cordle closed the public hearing.**

Bejcek asked for the difference between conditional use and special use and Martin stated conditional zoning allows the public to express their opinion and special use requires experts to provide testimony, documents, and studies. They cannot talk about traffic and the board cannot consider anything the average citizen is saying. The long-term recommendation is to update the permitted use table and council wanted to make sure apartments and townhomes come to them.

**Robertson made a motion to table TA26-02 Text Amendments Batch 1 for further review and discussion, seconded by Tart.**

**The vote on the motion was as follows:**

**Ayes: Tart, Robertson, Bejcek**

**Nays: Cordle, Iyob**

**Motion Carried 3 to 2**

Martin asked what the board is requesting next month for the Text Amendment and Iyob stated special use permits and what should be removed from the list.

**Robertson left the meeting so the meeting was adjourned.**